



Material Revision
Change of School Location/New School Facility Application

Name of School	Lodestar: A Lighthouse Community Public Charter School
Grades Served	K-12 at full growth K-3 & 6-7 during 2017-18
Current Address	2433 Coolidge Ave. Oakland, CA 94601
New Address	2634 Pleasant St. Oakland, CA 94602
Proposed Occupancy Date	Lease as of: July 1, 2017 Student Occupancy as of: August 14, 2017

Please note, schools in Year 1 of operation do not need to submit a Material Revision but will need to meet/submit the requirements as listed.

Material Revision Summary

In 2-pages or less, please describe the following:

- reason/rationale for changing the school location
- school/neighborhood community engagement regarding the new school location
- financial costs of the project and the resources available to fulfill these

Lodestar comment:

Please find this summary attached to this application.

District Required Language

Please include the following language within the material revision of the "Facilities Plan" portion of the charter petition. Please submit a redlined version AND final version of the material revision pertinent to the "Facilities Plan" only.

[INSERT SCHOOL NAME] shall occupy facilities that comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased



or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.”

“If [INSERT SCHOOL NAME] fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency. If [INSERT SCHOOL NAME] moves or expands to another facility during the term of this charter, [INSERT SCHOOL NAME] shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, to the District for each facility at least 30 days before school is scheduled to begin operations in the facility or facilities. [INSERT SCHOOL NAME] shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency. Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process.”

Lodestar comment:

Please find Appendix F to Lodestar’s original application attached to this application. Note that the italicized language above is already included in this original submission that was approved by the district, so no redline changes were made to this version.

Lodestar: A Lighthouse Community Charter Public School will provide the following evidence that the facility complies with the following legal requirements prior to occupying the property*:

- Zoning: The location of the school meets local zoning requirements.
- Building Code: Each building on the site meets applicable building code requirements.
- The charter school has considered and met all requirements of the California Environmental Quality Act (i.e. proof of Environmental Review).
- The proposed site has adequate classroom space, non-classroom space and specialized teaching space for the enrollment levels to be housed at the site.
- Compliance with California Department of Education regulations regarding safety factors for school site, including proximity to airports, high-voltage power lines, hazardous air emissions, railroads, high-pressure natural gas lines, gasoline lines, pressurized sewer lines and other high-pressure water pipelines, propane tanks, noise, major roadways, geological studies and soils analysis, traffic safety, and safe routes to the school.

Lodestar will schedule a walk-through of the new facility with the Office of Charter Schools to take place at last two weeks in advance of the proposed date of student occupancy. The following check-list items will be fulfilled (see next page).



Lodestar comment:

The Office of Charter Schools conducted a walk-through on July 27, 2017. The following checklist had been completed by Lodestar staff prior to that walk-through and was provided upon the visit. Additional comments have been made based on that review.

*Please note, all schools should refer to and comply with all of the regulations listed on the [CDE website](#). To download the CDE's School Site Selection Checklist, click [here](#).



Pre-Opening Site Walkthrough Checklist

This tool is intended to be used by the Office of Charter Schools and charter schools who are moving into a facility for the first time, to ensure that the facility is appropriate for the educational program of the school and the health and safety of the students.

- ✚ It is the expectation of the Office of Charter Schools to conduct a pre-opening site walk-through within two weeks prior to the first day of school.
- ✚ Any issues or concerns which surface during the course of the walkthrough that require official notice to the school, will receive a separate letter from the Office of Charter Schools to that affect.
- ✚ Otherwise, information noted in this document is intended to provide guidance and support to schools prior to opening.

School Name: Lodestar

Contact: Brandon Paige

Location: 2634 Pleasant St.; Oakland, CA 94602

Date of Walkthrough: July 27, 2017

Participants: Leslie Jimenez; Office of Charter Schools
Brandon Paige, Jenna Stauffer, Arlene Aldrette; LCPS

General Considerations		Comments
Facilities are sufficient to accommodate estimated student enrollment and to carry out the curricular and instruction program envisioned in the charter.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Capacity: 360 Students
Site has adequate space for the support services the school intends to provide to its students (i.e. nurse, counselors, tutors, after-school programs, etc.).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Facilities include cafeteria or other suitable space for students to eat meals.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Building placement is compatible (i.e. music room is not next to library).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Facilities are generally conducive to a learning environment.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	



General Considerations		Comments
Site is away from freeways, railways, flight patterns, excessive noise, obnoxious odors, toxic conditions, electromagnetic fields, earthquake faults, flood zones.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Meets CDE guidelines
Site has good access and dispersal roads.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Site has separate bus loading, parking areas, and parent drop off areas.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	No bus operated; allows for sufficient pick-up & drop-off. and staff parking
Facilities operation permits and certificates, including evidence of inspection by a structural engineer, fire marshal and occupancy certificates, zoning variances, building permits, etc. have been secured.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	See binder documentation
Facilities are sufficient to accommodate the administrative and business functions, including the storage of student and other records, reports, and documents.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Administrative offices are adequate; files are kept securely
Facilities meet requirements of the Americans with Disabilities Act, including (1) accessible routes from outside the school to the entry and from the school entry to all other buildings, and (2) stairs, ramps, toilets and signage that meet accessibility standards. *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	* Likely to be met as a result of CO issuance
Site and facilities are situated to minimize student contact with adults who do not have appropriate clearances as required by Education Code Section 44237.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	All staff meet mandated clearances; visitor procedures are in place
Relocatable facilities are single story and meet local seismic safety requirements.	<input type="checkbox"/> Yes <input type="checkbox"/> No	N/A; No relocatable facilities
Site has appropriate security (i.e. fencing, adequate lighting, alarms, etc.).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Facilities are clean, sanitary, and free from conditions that would create a fire, or other hazard.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Building Exterior		Comments
Facilities are generally free of chipped paint, cracked floors, uneven surfaces, mold and evidence of leaks.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	



Building Exterior		Comments
Sidewalks, driveways, and outdoor play areas are relatively free of cracks and uneven surfaces, and are good repair.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Perimeter fences are installed as necessary and are in good repair.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Graffiti or other signs of vandalism to the building are absent.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
School exterior needs minimal cosmetic repairs, painting, or additional lighting.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Windows and doors are intact and in good repair.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Exterior stairs or handrails are in good repair.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Exits to buildings are free of obstructions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Signage is adequate for traffic flow and for directions to school offices.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	See documentation re: traffic plan
Trees and vegetation provide a clear view of the school; places to hide or to gain authorized access to the building are minimized.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
School site is substantially free of litter and clutter.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Interior Entrances, Corridors, and Stairs		Comments
Heating and ventilation systems are adequate for the size of the building and numbers of students. *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Compliant with all building codes * Likely to be met as a result of CO issuance
Electrical system has no major code violations. *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	* Likely to be met as a result of CO issuance
Fire alarm system meets applicable local life safety codes; appropriate fire extinguishers exist in the building(s) and inspections are up to date. *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	* Likely to be met as a result of CO issuance
Restrooms are conveniently located and accessible to students; toilets are clean and operable.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Convenient and meets mandated ratios
Bracing of overhead light fixtures, heating and air conditioning vents, etc. comply with local ordinances. *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Compliant with all building codes * Likely to be met as a result of CO issuance



Interior Entrances, Corridors, and Stairs		Comments
Lighting, including night time lighting, is sufficient for the educational activities being conducted at the site.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Functioning properly
Floors, walls, and ceilings are clean; ceiling tiles are all intact.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Halls and stairs are adequately lighted.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Exit doors, including emergency exits, are free of clutter and readily accessible; doors are secure to prevent intruders into the building.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Interior is free of other hazards that could endanger student safety.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Classrooms		Comments
Classroom size and layout are related to functions that will be performed in them (i.e. science and computer laboratories, special education, locker rooms, gyms, etc.).	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Desks, tables, and chairs are in good repair.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Space is provided to secure computers and other expensive electronic devices.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Locking Chromebook storage in place
Bookcases, racks, fixtures, etc. are adequately anchored to adjacent structures.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Gas, electrical, and water outlets and appliances are in good repair.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Classrooms have adequate lighting.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Classrooms are visible to teachers at all times; classroom layout is conducive to quick evacuation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	See evacuation plan

Additional Comments



Facilities Plan Material Revision
Submission Process

The charter school shall submit **three (3) hard copies** and **one (1) electronic copy** of the following documents at a regularly scheduled board meeting:

- completed application
- material revision summary (2 pages or less)
- redlined **AND** final version of the "Facilities Plan" portion of the petition, **ONLY**; to include the "Required Text and Assurances" listed in the application, as well as taking into consideration the elements of evaluation (see evaluation tool below).

Within 30 days of the material revision being submitted, a public hearing will be scheduled where a school representative will make a brief presentation to the OUSD Board of Education (BOE). Within 60 days of the material revision being submitted, a decision will be made by the OUSD BOE at a regularly scheduled board meeting.



LODESTAR

A Lighthouse Community Public School

Material Revision Summary

In 2-pages or less, please describe the following:

- *reason/rationale for changing the school location*
- *school/neighborhood community engagement regarding the new school location*
- *financial costs of the project and the resources available to fulfill these*

Lodestar: A Lighthouse Community Charter Public School opened as a new charter school in August 2016. We leased property at Patten University during that 2016-17 school year. This property was located in the Fruitvale neighborhood of Oakland, at 2433 Coolidge Ave. We occupied the space for just a single year, but our lease expired as of June 30, 2017 and we were unable to extend.

We were fortunate to identify a nearby available space at St. Jarlath for 2017-18, located at 2634 Pleasant St., under 1 mile away from our previous location at Patten. This facility has been a long-time school serving students in grades K-8 for over 50 years. Our Lodestar team continuously provided existing families with updates regarding our facility plans, making sure to keep those families engaged in Lodestar's options. Additionally, the team also collaborated with leadership in St. Jarlath parish to inform the community of Lodestar's plans.

The financial costs of this project were minimal. While the change in location of course triggered moving costs, the move of less than 1 mile meant that those costs were minimal and absorbed into Lodestar's operational budget. In addition, the new location at St. Jarlath has been a longtime school. As a result, no material improvements were required to the overall building structure. Lodestar does still budget accordingly for the necessary maintenance of its site, no matter the location. This budgeting allowed for cleaning, routine maintenance, etc. as the school settled during summer 2017.

WHERE OAKLAND SHINES

Lodestar Campus 2634 Pleasant Street, Oakland, CA 94602 * (510) 775-0255

Element F: Health and Safety of Pupils and Staff

Governing Law: *The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237. Education Code Section 47605(b)(5)(F).*

Lighthouse Community Charter Public Schools has adopted and implemented a comprehensive set of health, safety, and risk management procedures and/or policies attached as **Appendix 23**. These procedures and policies have been developed in consultation with our insurance carriers and risk management experts. These policies are reviewed annually and updated as necessary to insure the health and safety of our students and staff. The policy is distributed to all staff and families.

The following is a summary of LCCPS health and safety policies:

Student and Staff Health and Safety Provisions

Procedures for Background Checks

LCCPS will comply with all applicable state and federal laws regarding the background checks and clearance of all State and Federal laws concerning the maintenance and disclosure of employee records. Employees and contractors of LCCPS will be required to submit to a criminal background check and furnish a criminal record summary as required by Education Code Sections 44237 and 45125.1. New employees not possessing a valid California Teaching Credential must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Director of Talent shall monitor compliance with this policy and report to the Board of Directors on an annual basis. The Director of Talent shall monitor the fingerprinting and background clearance of the Head of School. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering.

Role of Staff as Mandated Child Abuse Reporters

All classified and certificated staff will be mandated child abuse reporters and follow all applicable reporting laws, the same policies and procedures used by schools within OUSD.

TB Testing

All staff at Lodestar will be tested for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

Lodestar Charter Petition - Element F

Immunizations

The School adheres to all law related to legally required immunizations for entering students and staff pursuant to Health and Safety Code Sections 120325-120375 and Title 17, California Code of Regulations Sections 6000-6075.

Medication in School

LCCPS has adopted a policy regarding the administration of medication in school in accordance with Education Code 49423.

Vision/Hearing/Scoliosis

Students will be screened for vision, hearing and scoliosis. The school will adhere to Education Code Section 49450, et seq., as applicable to the grade levels served.

Diabetes

The school will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 5th grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but shall not be limited to, all of the following:

- A description of type 2 diabetes.
- A description of the risk factors and warning signs associated with type 2 diabetes.
- A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
- A description of treatments and prevention of methods of type 2 diabetes.
- A description of the different types of diabetes screening tests available.

Blood-Borne Pathogens

The Head of School, or designee, will meet state and federal standards for dealing with blood-borne pathogens and other potentially infectious materials in the workplace. The LCCPS Board of Directors will establish a written "Exposure Control Plan" designed to protect employees from possible infection due to contact with blood-borne viruses, including human immunodeficiency virus (HIV) and hepatitis B virus (HBV). A draft of this policy is included as Appendix 24.

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

Drug Free / Smoke Free Environment

The school maintains a drug and alcohol and smoke free environment.

Comprehensive Sexual Harassment Policies and Procedures

LCCPS and Lodestar are committed to providing a school that is free from sexual harassment, as well as any harassment based upon such factors as race, religion, creed, color, national origin, ancestry, age, medical condition, marital status, sexual orientation, or disability. LCCPS has a comprehensive policy to prevent and immediately remediate any concerns about sexual discrimination or harassment at the school (including employee to employee, employee

Lodestar Charter Petition - Element F

to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed by the sexual misconduct policy included within our Uniform Complaint Procedure and included as Appendix 10.

Emergency Preparedness

LCCPS requires that instructional and administrative staff receive training in emergency response, including CPR and first aid. In addition, LCCPS has adopted an extensive Emergency Preparedness Handbook, that outlines policies and procedures for response to natural disasters and emergencies. This includes seating a school wide emergency team that includes teachers, administrators, counselors, and parents. The emergency plan spells out procedures for most conceivable emergencies and is included as Appendix 25.

Once a facility is identified, LCCPS will draft an Emergency Preparedness Handbook specific to the needs of the school site and resource center(s) in conjunction with law enforcement and the Fire Marshall. This handbook will include but is not limited to the following responses: fire, flood, earthquake, terrorist threats, and hostage situations. LCCPS requires that instructional and administrative staff receive training in emergency and first aid response, including appropriate "first responder" training or its equivalent. The training will be conducted by a certified instructor and provided during a regularly scheduled staff development meeting. The training will occur at least bi-annually.

Facility Safety

Facility

The charter shall comply with Education Code Section 47610 by either utilizing facilities that are compliant with the Field Act or facilities that are compliant with the State Building Code, including provisions for seismic safety. Toward that end, the school:

- Shall be housed in a facility that has received state Fire Marshal approval and that have been evaluated by a qualified structural engineer who has determined that the facilities present no substantial seismic safety hazard.
- Shall occupy facilities that comply with the Asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.
- Shall secure a Certificate of Occupancy before start of school. If Lodestar fails to submit a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610, not less than 30 days before the school is scheduled to begin operation pursuant to the first year of this renewal term, it may not commence operations unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency. If Lodestar moves or expands to another facility during the term of this charter, Lodestar shall provide a certificate of occupancy or other valid documentation to the District verifying that the intended facility in which the school will operate complies with Education Code Section 47610,

Lodestar Charter Petition - Element F

to the District for each facility at least 30 days before school is scheduled to begin operations in the facility or facilities. Lodestar shall not begin operation in any location for which it has failed to timely provide a certificate of occupancy to the District, unless an exception is made by the Office of Charter Schools and/or the local planning department or equivalent agency. Notwithstanding any language to the contrary in this charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process.

- Agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times.

Fire, Earthquake, and Lock-Down Drills

Students and staff will participate in earthquake, fire and lock-down drills as required under Education Code Section 32001.

Procedures

LCCPS has adopted procedures to implement the policy statements listed above, as provided in Appendix 25. Once a facility has been finalized, LCCPS will develop a site-specific school safety and emergency plan. The school safety plan will be guided by Education Code Section 35294(a). These policies and procedures have been and will continue to be incorporated as appropriate into the school's student, staff, and family handbooks and will be reviewed on an on-going basis by the Board of Directors and by the faculty and staff on a yearly basis during the Professional Development Institute.

LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into as of July 1, 2017, by and between The Roman Catholic Welfare Corporation of Oakland, a California nonprofit religious corporation ("Lessor"), and Lighthouse Community Charter Public Schools, a California nonprofit corporation ("Lessee").

It is agreed between the parties hereto as follows:

1. DESCRIPTION OF PREMISES: Lessor leases to Lessee and Lessee leases from Lessor, on the terms and conditions hereafter set forth, a portion of the premises as depicted on Exhibit A attached hereto commonly known as St. Jarlath Parish School, 2634 Pleasant Street, Oakland, California, (the "Leased Premises"), together with the use of the playground area and gymnasium (the "Shared Premises"), as depicted on Exhibit B attached hereto. The Leased Premises and the Shared Premises shall be collectively referred to herein as the "Premises", as context requires.
2. CONDITION OF PREMISES: Lessee hereby accepts the Premises in their presently existing "AS IS" condition as of the execution of this Lease, subject to all existing physical conditions and all recorded matters, and laws, ordinances, governmental regulations and orders. Lessor makes no warranties or representations whatsoever with respect to the Premises. Except as provided herein, Lessee acknowledges neither Lessor nor any agent or employee of Lessor has made any representation as to the condition or fitness of the Premises for Lessee's intended use. Lessee represents and warrants Lessee has had an opportunity to make, and has made, its own inspection of and inquiry regarding the condition of the Premises and is not relying on any representations of Lessor with respect thereto. Lessee expressly acknowledges Lessor makes no representations or warranties regarding the condition of the Premises, the compliance of the Premises with the seismic standards, the Americans with Disabilities Act and California, County and City disabled access laws and regulations, or the suitability of the Premises for Lessee's business. Lessor is responsible for maintaining fire/life safety, HVAC, and electrical systems.
3. TERM: The term of the lease ("Term") shall be July 1, 2017 (the "Commencement Date") to June 30, 2018 (the "Expiration Date"), unless this Lease is terminated sooner as provided herein.
4. RENT: On the first day of the Term, and ending on June 30, 2018, Lessee shall pay to Lessor the amount of Twenty-six thousand two hundred fifty dollars (\$26,250.00) per month as rent, due and payable in advance on the first day of each calendar month during the Term. For any rent not paid when due, a late fee of One Hundred Dollars (\$100.00) per day shall accrue for every day rent is late. Lessee shall be in immediate breach of this Lease if rent is delinquent after the 5th day of the month, subject to the provisions of Paragraph 19. All monthly rent, additional charges, or other consideration due from Lessee to Lessor shall be deemed to be "rent" for the purposes of this Lease. Lessee's covenant to pay rent is independent of every other covenant set forth in this Lease. On each anniversary of this lease the rent will increase by the Federal Cost of Living increase for the Bay Area, all categories.

5. OPTION: Lessee shall have the option to renew this lease for one additional one (1) year term upon the mutual agreement of the Lessor on the same terms and conditions except the rent for the extended term shall be determined as stipulated in Paragraph 4. This Lease shall terminate on the Expiration Date unless Lessor and Lessee agree to the one-year extension 90 days in advance of the Expiration Date.

6. USE: The Premises will be used for a school serving students kindergarten through 8th grade. The playground will be used as an outdoor recreation area and Lessor shall have the right to limit the kinds of sports that can be played in this area in order to avoid potential damage to adjacent buildings. To provide for the maximum use of the Premises and to ensure Lessor and Lessee have fair access to the Shared Premises to serve the needs of Lessor and Lessee, respectively, a schedule will be arranged to provide for harmonious and cooperative shared use of the school, gymnasium and playground. A schedule of such shared use by Lessor and Lessee will be attached as Exhibit C and incorporated herein by reference. The schedule of shared use may be amended by the parties from time to time.

7. UTILITIES AND JANITORIAL:

Lessee shall be responsible for the cost of electricity, gas, water and janitorial services to the Leased Premises.

8. INTERRUPTION OF UTILITY SERVICES: No failure on the part of Lessor, its agents or contractors to provide, or any stoppage of, the utility services referred to in Section 7 resulting from any cause whatsoever shall make Lessor liable in any respect to any person, property or business, or be construed as an eviction of Lessee, or entitle Lessee to any reduction of rent or other relief (including Lease termination) from Lessee's obligations under this Lease. Lessor shall make its best effort to restore any interruption of utility services it is required to provide, and Lessee shall not be responsible for the cost any repair necessary for such restoration unless the interruption was the result of Lessee's activities on the Premises.

9. CARE AND MAINTENANCE OF PREMISES:

(a) Lessee shall keep and maintain the Leased Premises in good order and as safe and clean a condition as they were when received from Lessor, reasonable wear and tear and improvements approved by Lessor excepted. Lessee shall promptly replace any portion of the Leased Premises or system or equipment in the Leased Premises damaged by Lessee, which cannot be fully repaired, regardless of whether the benefit of such replacement extends beyond the term of this agreement.

(b) Lessee shall be responsible for any and all necessary repairs and maintenance of the Premises arising from or caused by the negligence of its own students and staff. Lessee shall be responsible for all routine repairs and maintenance of Leased Premises. Nothing in this paragraph will require Lessee to make capital repairs or improvements to the Premises, except to the extent required to repair damage caused by Lessee.

(c) Lessor shall not be liable for any damage or injury to the person, business (or any loss in income therefrom), goods, wares, merchandise, or other property of Lessee's employees, invitees, or any other person in or about the Premises, whether such damage or injuries was caused by or results from: (i) fire, steam, electricity, water, gas, or rain; (ii) the breakage, leakage, obstruction or other cause; (iii) conditions arising in or about the Premises or upon other portions of any building of which the Premises are a part, or from other sources or places; or (iv) any act or omission of any other Lessee of any building of which the Premises are a part.

(d) Upon termination of the Lease, Lessee shall surrender the Leased Premises to Lessor in the same condition as received, except for ordinary wear and tear and improvements that Lessee was not otherwise obligated to remedy under any provisions of this Agreement.

(e) Lessee may wish to make improvements to the Leased Premises during the Term. Lessor and Lessee shall agree upon the scope of Lessee's improvements and the portion of the cost of each such improvement, if any, for which Lessor agrees to provide a rent credit to Lessee. Any improvements agreed upon by Lessor and Lessee must be approved by the City of Oakland if such approval is legally required and completed to Lessor's reasonable satisfaction. Lessee shall receive a rent credit for such improvements which shall be applied in the last months of the Term. Except as provided herein, Lessee shall not make any additional alterations, additions, or improvements to the Leased Premises unless approved by Lessor, with such approval to not be unreasonably withheld. Any additional alterations shall be made at Lessee's expense. Any alterations made to the Premises by Lessee must be returned to pre-lease condition upon termination of the lease period, unless otherwise directed by Lessor. All improvements, additions, alterations, or major repairs shall be in accordance with applicable laws. Lessee shall indemnify and defend Lessor from and against all liens, claims, or damages caused by Lessee's remodeling, improvements, additions, alterations, and major repairs. Lessor agrees, when requested by Lessee, to execute and deliver any applications, consents, or other instruments required to permit Lessee to obtain permits for this work, provided it has approved the work.

(f) Lessee shall not place or permit to be placed outside the Premises any permanent signs, notice, drapes, shutters, blinds, or display of any kind, without the prior written consent of Lessor. Lessee may place a sign or signs at or near the Pleasant Street entrance to the school building identifying the school, subject to design and location approval of Lessor, which approval shall not be unreasonably withheld.

(g) Lessee may install its own phone system using the phone lines currently installed in the Premises.

10. ORDINANCES AND STATUTES: Lessee shall comply with all statutes, codes and ordinances as well as all requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.

11. ASSIGNMENT AND SUBLETTING:

11.1 The purpose of this Lease is to transfer possession of the Premises to Lessee for Lessee's

personal use in consideration for payment of money and other consideration by Lessee to Lessor for this transfer by Lessor. Lessee's right to Transfer the Premises as defined in this Article is subsidiary and incidental to the underlying purpose of the Lease. Lessee acknowledges and agrees it has entered into this Lease to acquire the Premises for its own personal use and has not entered into this Lease for the purpose of obtaining the right to Transfer the Premises to others.

11.2 Definition of "Transfer". The terms "Transfer of the Premises" or "Transfer" as used herein shall include (i) any voluntary or involuntary assignment of all or any part this Lease (including assignment by operation of law), (ii) any subletting of all or any portion of the Premises, and (iii) any voluntary or involuntary transfer of possession, or right of possession or contingent right of possession of the Premises including without limitation, concession, mortgage, hypothecation, agency, franchise or management agreement, or as the result of any lien or attachment or Lessee's sufferance of any other person's (the agents and servants of Lessee excepted) occupancy or use of the Premises or any portion thereof. If Lessee is a corporation or is an unincorporated association, partnership or limited liability company, the transfer, assignment or hypothecation of any stock or interest in such corporation, association, partnership or limited liability company in the aggregate in excess of forty-nine percent (49%) shall be deemed a Transfer of the Premises. For purposes of this Section 11.2, "control" or a "controlling interest" shall mean ownership of more than fifty percent (50%) of the equity in the controlled entity by the controlling person.

11.3 Transfer Restricted. Other than as expressly permitted hereunder, Lessee shall not authorize, permit or suffer a Transfer of the Premises or any interest therein, or any part thereof, or any right or privilege appurtenant thereto without the prior written consent of Lessor. Any Transfer of the Premises without such consent shall be void, and shall, at the option of Lessor, terminate this Lease. The consent of Lessor to a Transfer may not be unreasonably withheld, provided should Lessor withhold its consent for any of the following reasons, which list is not exclusive, such withholding shall be deemed to be reasonable: (i) the financial adequacy of the proposed transferee to meet the obligations of Lessee under this Lease; (ii) a proposed use of transferee would cause a diminution in the reputation of the Building or the other businesses located therein; (iii) any portion of the Building or Premises would likely become subject to additional or different laws or regulations as a consequence of the proposed Transfer; or (iv) the proposed transferee would materially increase the load on the common facilities or its use would materially interfere with the use of common facilities by other occupants of the Building.

11.4 Evaluation of Proposed Transferee. Lessor need not commence its review of any proposed Transfer or respond to any request by Lessee with respect to such Transfer unless and until it has received from Lessee: (i) adequate descriptive information concerning the business to be conducted by the proposed transferee, the transferee's financial capacity, and such other information as may reasonably be required to form a prudent judgment as to the acceptability of the proposed Transfer, and (ii) an executed copy of the letter of intent or the proposed transfer documents between Lessee and the transferee which instrument shall state the date the transfer is to become effective. Within fifteen (15) business days following Lessor's receipt of the items and information set forth herein, Lessor shall respond to Lessee's request for consent, which response shall indicate Lessor's consent to, or disapproval of, the proposed Transfer. Lessor's failure to so respond shall constitute waiver by Lessor of its right to withhold consent to the

proposed Transfer; provided, however, the Transfer shall nonetheless be subject to the other provisions of Article 11. Lessee shall reimburse Lessor, as Additional Rent, for Lessor's reasonable costs and attorney's fees incurred in conjunction with the processing and documentation of any proposed Transfer of the Premises, whether or not consent is granted.

11.5 Conditions of Transfer. If Lessor consents to a Transfer or if a Transfer is expressly permitted pursuant to Article 11, the following conditions shall apply:

(1) Each and every covenant, condition or obligation imposed upon Lessee by this Lease and each and every right, remedy or benefit afforded Lessor by this Lease shall not be impaired or diminished as a result of such Transfer.

(2) On a monthly basis, any sums of money, or other economic consideration received by Lessee from the transferee, including higher rent, bonuses, key money, or the like which, after deducting the cost of all bona fide leasing commissions, free rent, Lessee improvements and other reasonable costs incurred by Lessee in connection with the Transfer, exceed, in the aggregate, the total sum which Lessee pays Lessor under this Lease in such month, or the prorated portion thereof if the space transferred is less than the entire Premises, shall be divided equally between Lessor and Lessee.

(3) No Transfer, even with the consent of Lessor, shall relieve Lessee of its primary obligation to pay base rent and Additional Rent and to perform all other obligations to be performed by Lessee hereunder. The acceptance of rent by Lessor from any person shall not be deemed to be a waiver by Lessor of any provision of this Lease or to be consent to any Transfer of the Premises. A consent to one Transfer of the Premises shall not be deemed to be a consent to any subsequent Transfer of the Premises. If Lessee defaults in the performance of any of the terms hereof (which default is not cured during any applicable cure period), Lessor may proceed directly against the transferor (or if there be more than one Transfer of the Premises, each transferor) without necessity of exhausting its remedies against Lessee.

(4) If the Lessor consents to a sublease, such sublease shall not extend beyond the expiration of the Lease Term.

(5) No Transfer shall be valid and no transferee shall take possession of the Premises or any part thereof unless, within twenty (20) days after the execution thereof, Lessee shall deliver to Lessor a duly executed duplicate original of the Transfer instrument in form reasonably satisfactory to Lessor which provides (i) in the case of an assignment, the transferee assumes Lessee's obligations for the payment of Rent and for the full and faithful observance and performance of the covenants, terms and conditions contained herein, (ii) such transferee will, at Lessor's election, attorn directly to Lessor in the event Lessee's Lease is terminated for any reason on the terms set forth in the instrument of transfer (limited in all events to the term of this Lease), and (iii) in respect of Transfers requiring prior Lessor consent, provided Lessor has informed Lessee thereof at the time of approval of the proposed Transfer (and provided Lessor has informed Lessee thereof following Lessee's request in other instances), such instrument of transfer contains such other assurances as Lessor reasonably deems necessary.

12. ENTRY AND INSPECTION: Lessor shall retain, and Lessee shall provide Lessor with, duplicate keys and combination lock codes to all doors of the Premises. Lessor and its members, directors, trustees, officers, agents, employees, contractors and successors and assigns shall have the right to enter the Leased Premises at any time: (i) without prior notice in the event of an emergency; (ii) upon reasonable prior notice within the last six (6) months of the Term of this Lease to place upon the Leased Premises any usual "To Let" or "For Lease" signs and to permit persons desiring to lease the Leased Premises to inspect the same; and (iii) upon reasonable prior notice, to inspect the Leased Premises during the Term or any renewal period, to confirm Lessee is complying with all of its covenants and obligations under this Lease, to make repairs or carry out any and all maintenance in and about the Leased Premises, to make repairs or alterations to areas adjacent to the Leased Premises, and to repair and service utility lines.

13. INDEMNIFICATION OF LESSOR:

(a) To the fullest extent permitted by law, Lessee shall, and hereby agrees to, protect, defend, indemnify and hold harmless Lessor and its affiliated entities, including The Roman Catholic Bishop of Oakland, a California corporation sole ("Corporation Sole"), and their respective, members, directors, trustees, officers, agents, employees, contractors and successors and assigns (individually, "Lessor's Indemnitee") from and against all claim, loss, cost, liability, damage or expense (individually, a "Claim Against Lessor") of any kind and nature whatsoever (including any loss of or damage to any property and any injury to or death of any person) arising from: (i) any cause which may arise from the use of the Premises or activities in and about the Premises by Lessee, its agents, employees, representatives, contractors, guests, visitors or invitees; (ii) any default by Lessee under this Lease; (iii) any failure on Lessee's part to timely execute and deliver any document or certificate required under this Lease; (iv) Lessee's failure to timely vacate the Leased Premises upon the Expiration Date or any earlier termination of this Lease; and/or (v) any environmental damages arising from hazardous materials in or about the Premises due to any act or omission of Lessee or its agents, employees, representatives, contractors, guests, visitors or invitees, or any violation of environmental regulations due to Lessee's use of the Premises.

(b) If any action or proceeding is commenced against Lessor or Corporation Sole or their respective members, directors, trustees, officers, agents, employees, contractors or successors or assigns by reason of any Claim Against Lessor, Lessee, upon notice from Lessor, shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor. Lessee's indemnity shall include reasonable attorneys' fees, investigation costs, and all other reasonable costs and expenses incurred by each Lessor's Indemnitee in connection with the investigation or defense of any matter. If any action or proceeding is commenced by or against Lessee or relating to this Lease or to the Premises to which any Lessor's Indemnitee is made a party, Lessee shall pay all costs and expenses, including attorneys' fees and court costs, incurred by or imposed upon each Indemnitee.

(c) The provisions of this Section 13 shall survive the termination of this Lease with respect to any Claim Against Lessor based on circumstances occurring before such termination.

14. INDEMNIFICATION OF LESSEE:

(a) To the fullest extent permitted by law, Lessor shall, and hereby agrees to, protect, defend, indemnify and hold harmless Lessee and its directors, trustees, officers, shareholders, agents, employees, contractors and successors and assigns (individually, "Lessee's Indemnitee") from and against all claim, loss, cost, liability, damage or expense (individually, a "Claim Against Lessee") of any kind and nature whatsoever (including any loss of or damage to any property and any injury to or death of any person) arising from: (i) any cause which may arise from the use of the Premises or activities in and about the Premises by Lessor, its agents, employees, representatives, contractors, guests, visitors or invitees; (ii) any environmental damages arising from hazardous materials in or about the Premises due to any act or omission of Lessor or its agents, employees, representatives, contractors, guests, visitors or invitees, or any violation of environmental regulations due to Lessor's use of the Premises.

(b) If any action or proceeding is commenced against Lessee or its directors, trustees, officers, shareholders, agents, employees, contractors or successors or assigns by reason of any Claim Against Lessee, Lessor, upon notice from Lessee, shall defend the same at Lessor's expense by counsel reasonably satisfactory to Lessee. Lessor's indemnity shall include reasonable attorneys' fees, investigation costs, and all other reasonable costs and expenses incurred by each Lessee's Indemnitee in connection with the investigation or defense of any matter. If any action or proceeding is commenced by or against Lessor or relating to this Lease or to the Premises to which any Lessee's Indemnitee is made a party, Lessor shall pay all costs and expenses, including attorneys' fees and court costs, incurred by or imposed upon each Indemnitee.

(c) The provisions of this Section 14 shall survive the termination of this Lease with respect to any Claim Against Lessee based on circumstances occurring before such termination.

15. EXCULPATION OF LESSOR: Lessee hereby waives all Claims against each Lessor's Indemnitee for damage to any property or injury to, or death of, any person in and about the Premises arising at any time and from any cause whatsoever, other than by reason of the willful misconduct or gross negligence of Lessor. Without limiting the generality of the foregoing, a Lessor's Indemnitee shall not be liable for any injury or damage to persons or property resulting from the condition or design of, or any defects in, buildings on the Premises or such buildings' mechanical systems or equipment which may exist or occur or from any fire, explosion, falling plaster, steam, gas, electricity, water, rain, flood, snow, or leaks from any part of the Premises or from the pipes, appliances, plumbing works, roof, or subsurface of any floor or ceiling, or from the street or any other place, or by dampness or by any other similar cause. Lessee, for itself and its agents, employees, representatives, contractors, guests, visitors or invitees, expressly assumes all risks of injury or damage to person or property, whether proximate or remote, resulting from the condition of the Premises and any part thereof.

16. INSURANCE:

(a) Lessee shall maintain, at its own cost, the following insurance at all times during the Term of this Lease: (i) "All Risk Coverage Form" Property Insurance, excluding earthquake

and flood insuring any Lessee improvements, Lessee's interest in the Premises and all property located in the Premises, including furniture, equipment, fittings, installations, fixtures, supplies and any other personal property, Leasehold improvements and alterations, in an amount equal to full replacement cost; (ii) commercial general liability and automobile liability insurance covering bodily injury, death, property damage, sexual misconduct liability and contractual liability with a combined single limit of no less than Five Million Dollars (\$5,000,000) per occurrence, which shall be primary and non-contributing with any insurance in effect for Lessor or Corporation Sole; (iii) Worker's Compensation as required under the California Labor Code and Employer's Liability insurance in amounts not less than \$1,000,000 each accident, \$1,000,000 disease each employee and \$1,000,000 disease policy limit; (iv) Builder's Risk insurance on an "All Risk" basis (including collapse) on a completed value (non-reporting) form for full replacement value covering all work, materials and equipment in or about the Premises in the event Lessee performs any repairs or any alterations in or about the Premises; (v) Lessee's "Special Form Coverage" Property Insurance for the full replacement cost value of the Premises buildings and equipment, including Code Upgrade coverage and Business Interruption coverage and; (vi) Property policies shall contain a waiver of Subrogation; and (vii) any other form or forms of insurance or any changes or endorsements to the insurance required herein as Lessor may reasonably require, from time to time.

(b) Lessee shall have the right to include the insurance required under Section 16(a) under Lessee's policies of "blanket insurance", provided (i) no other loss which may also be insured by such blanket insurance shall affect the insurance coverage required under Section 16(a) and (ii) Lessee delivers to Lessor a certificate specifically stating that Lessor and Corporation Sole are named as additional insureds on the General Liability and Automobile Liability insurance and as loss payees on the property insurance by endorsement.

(c) All insurance required under Section 16(a) shall: (i) be issued by a responsible insurance company or companies authorized to do business in California with an AM Best rating A-VII or better; (ii) be in a form reasonably satisfactory to Lessor; (iii) designate Lessor and Corporation Sole as additional insureds by endorsement on the General Liability and Auto Liability policies and as loss payees on the property insurance policies by endorsement; and (iv) contain a waiver of subrogation endorsement on the Workers' Compensation Policy in form and amount as required by the California Labor Code; and (v) contain an agreement by the insurers the policies will not be invalidated as they affect the interests of Lessor and Corporation Sole by reason of any breach of such policies, and the insurers shall notify Lessor and Corporation Sole in writing not less than thirty (30) days before any material change, reduction in coverage, cancellation, including cancellation for nonpayment of premium, or any other termination or change. Prior to the use of the Premises, Lessee shall deliver copies of the required policies, certificates of insurance and endorsements to Lessor.

17. TAXES AND ASSESSMENTS: Each party agrees to take any and all steps necessary to maintain and obtain for the Premises the welfare exemption provided in Section 214 of the California Revenue and Taxation Code. If such exemption cannot be obtained for any taxable year during the term, Lessee agrees to pay the tax assessed Lessor as a result of such loss of welfare exemption.

18. DESTRUCTION OF PREMISES: In the event of a partial destruction of the Premises during the Term hereof, from any cause whatsoever, Lessor shall forthwith repair the same, provided such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except 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 shall interfere with Lessee's use of the Premises as determined by Lessor. If such repairs cannot be made within said sixty (60) days, this Lease may be terminated at the option of either party. In the event the building in which the Premises may be situated is destroyed to an extent of not less than one-third (1/3) of the replacement costs thereof, Lessor may elect to terminate this Lease whether the Premises be injured or not. A total destruction of the building in which the Premises may be situated shall automatically terminate this Lease.

19. LESSEE'S DEFAULT:

(a) In addition to any events specified as a default elsewhere in this Lease, the following shall constitute a default under this Lease: (i) Lessee's failure to pay rent when due; (ii) Lessee's failure to perform any other covenants or conditions under this Lease, and (iii) Lessee's abandonment or vacation of the Leased Premises. However, Lessor shall not commence any action to terminate Lessee's right of possession as a consequence of a default until any period of grace with respect thereto has elapsed, as set forth in Section 19(b) below; provided, any such grace period shall be in lieu of and not in addition to the period during which Lessee may cure such default following the delivery of notice pursuant to California Code of Civil Procedure Section 1161 (or any successor or similar statute).

(b) Subject to the limitation expressed in Section 19(a), Lessee shall have a period of three (3) business days from the date of written notice from Lessor within which to cure any default in the payment of any monetary obligations of Lessee under this Lease. Lessee shall have a period of thirty (30) days from the date of written notice from Lessor within which to cure any other default under this Lease which is capable of being cured; provided, however, with respect to any default which cannot reasonably be cured within thirty (30) days, Lessee shall not be in default if Lessee commences to cure within the five (5) days following Lessor's notice and thereafter diligently prosecutes the same to completion.

(c) There shall be no period of grace with respect to any default by Lessee which is not capable of being cured. Lessor and Lessee stipulate the following defaults are not capable of being cured by Lessee: (i) any default which is specified in this Lease as being incurable; (ii) any unauthorized sale, assignment, mortgage, pledge, hypothecation, encumbrance without waiving Lessor's rights based upon such default by Lessee and without releasing Lessee from any of its obligations.

(d) All sums so paid and all costs incurred by Lessor, together with the interest thereon from the date of such payment or the incurrence of such cost by Lessor, whichever occurs first, shall be paid to Lessor on demand as rent.

20. ATTORNEY'S FEES: If any action is brought for recovery of the Leased Premises, or for

any sum due hereunder, or because of any act which may arise out of the possession of the Premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including attorney's fees and costs.

21. SECURITY DEPOSIT: Lessee shall deposit with Lessor on the signing of this Lease the sum of Twenty-six thousand two hundred fifty dollars (\$26,250.00) as security for the performance of Lessee's obligations under this Lease, including without limitation the surrender of possession of the Leased Premises to Lessor as provided under this Lease. If Lessor uses any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so the Lessor shall have full deposit on hand at all times during the Term of this Lease.

22. NOTICES: Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the Leased Premises, or Lessor at the address specified in Section 26 below, or at such other places as may be designated in writing by the parties from time to time.

23. ALTERATIONS:

(a) Except as provided in Paragraph 9, Lessee shall not make any alterations in or about the Premises without prior written consent of Lessor, which shall not be unreasonably withheld. However, Lessor shall not be deemed unreasonable for refusing to consent to any alterations that: (i) are visible from the exterior of any buildings on the Premises; (ii) affect any part of the structure of the Premises; (iii) affect the mechanical, electrical, or plumbing systems of the Premises; (iv) are prohibited by any underlying ground lease, mortgage or deed of trust; (v) would render, in Lessor's opinion, the Premises more difficult to Lease to third parties following the termination of this Lease; or (vi) adversely affect Lessor in any way.

(b) All alterations or physical additions made in or about the Premises by or on behalf of Lessee shall be and remain Lessor's property (except for Lessee's furniture, personal property and movable trade fixtures), and shall not be removed without Lessor's written consent.

24. RENEWAL OF LEASE: Lessee shall have one option to renew this Lease for one additional one-year period. Should Lessee intend to exercise its option, Lessee shall notify Lessor in writing ninety days prior to the expiration of the Lease and send a copy of such request to Chief Financial Officer, Diocese of Oakland, 2121 Harrison Street, Oakland, CA 94612.

The option period shall be on the same terms as set forth herein. The monthly rental amount established for the option period shall continue to increase at the rate set forth in Section 4, above.

25. DUTY TO SURRENDER/HOLDOVER: Upon the termination of this Lease, Lessee, at its sole cost and expense, shall peacefully vacate and surrender the Leased Premises to Lessor in good working order, condition and repair, broom clean and in the same condition as upon the Commencement Date, or as the Leased Premises may thereafter have been altered by Lessor or Lessee (with Lessor's consent), normal wear and tear excepted. If Lessee continues in possession

of the Leased Premises after the termination of this Lease, such holding over, unless otherwise agreed to by Lessor in writing, shall constitute and be construed as a tenancy at sufferance. The rent for the first month of holding over shall be 125% of the rent for the month immediately prior to the termination of this Lease. The rent during any subsequent holding over period shall be equal to the greater of (i) one hundred fifty percent (150%) of the monthly rent in effect for the month immediately prior to the termination of this Lease or (ii) one hundred fifty percent (150%) of the fair market rental value of the Leased Premises, and subject to all other terms, covenants, conditions, charges and expenses set forth in this Lease except any right to renew this Lease or alter the Premises.

26. DISPUTE RESOLUTION:

(a) Lessor and Lessee agree to first promptly negotiate in "good faith" to resolve any dispute or claim in equity or law arising out of the Lease or any renewal option granted to Lessee herein or pursuant to any related documents or transactions (each, a "Dispute").

(b) Lessor and Lessee agree in the event any Dispute is not resolved within sixty (60) days after commencement of such "good faith" negotiation, Lessor and Lessee shall mediate such Dispute. Mediation fees, if any, shall be divided equally among the parties involved. If for any Dispute or claim to which this Paragraph 26(b) applies, any Party who commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, that party shall not be entitled to recover attorneys' fees, even if they would otherwise be available to that party in any such action.

(c) In the event of a failure to resolve alleged Disputes pursuant to Paragraph 26(b), each alleged Dispute shall be settled by arbitration pursuant to the rules of Judicial Arbitration and Mediation Services, Inc. ("JAMS"), and not by court action, except as otherwise provided in this Article or as allowed by California law for judicial review of arbitration proceedings. Judgment on the arbitration award may be entered in any court having jurisdiction. The parties may conduct discovery in accordance with California Code of Civil Procedure Section 1283.05. Lessor shall retain the right to bring an action for unlawful detainer pursuant to Section 1161 and following of the California Code of Civil Procedure.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THIS LEASE INCLUDED IN THE ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO
SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE
ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

PB, J

[Initials of Lessor and Lessee]

(d) The provisions of this Section 26 shall survive the termination of this Lease with respect to any Claim based on circumstances occurring before such termination.

27. GOVERNING LAW: This Lease shall be governed and construed under the laws of the State of California.

28. WAIVER: No fault of Lessor to enforce any term of this Lease shall be deemed to be a waiver by Lessor.

SIGNATURE PAGE TO FOLLOW

Lessor:

The Roman Catholic Welfare Corporation of
Oakland, a corporation

Lessee:

Lighthouse Community Public Schools, a
corporation

APPROVED:

By

Paul Bongiovanni
Paul Bongiovanni

Its Chief Financial Officer

APPROVED:

By

Jenna Starffer
Jenna Starffer

Its CFO

Dated:

6/30/17

Dated:

6/30/17

APPROVED:

By

Rev. Stephan Kappler
Rev. Stephan Kappler

Pastor of St. Jarlath Parish

Dated:

6/30/17

EXHIBIT A
Leased Premises



EXHIBIT B
Shared Premises



EXHIBIT C
Schedule of Shared Use

Hours of Parish's Shared Use

- Monday through Friday: 6:00 PM to 6:00 AM.

- Saturday and Sunday: 6:00 AM Saturday morning through 9:00 pm Sunday night.
(Exceptions are possible for Saturday school building use by Lessee, if needed, but this use would need to be pre-scheduled well in advance so the Parish can plan accordingly.)

Parish's Classroom Use

- CCD/Faith Formation utilizes all of the rooms in the school building during weekend hours.

- Charismatic Renewal in Spanish (Diocesan-wide) uses all rooms in the school building during our weekend hours.

Parking Lot Use

- The lot inside the inner fenced area is for Lessee use Monday – Friday.

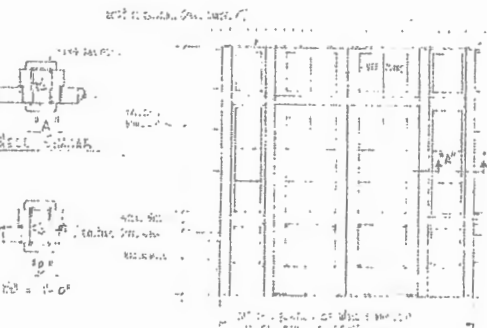
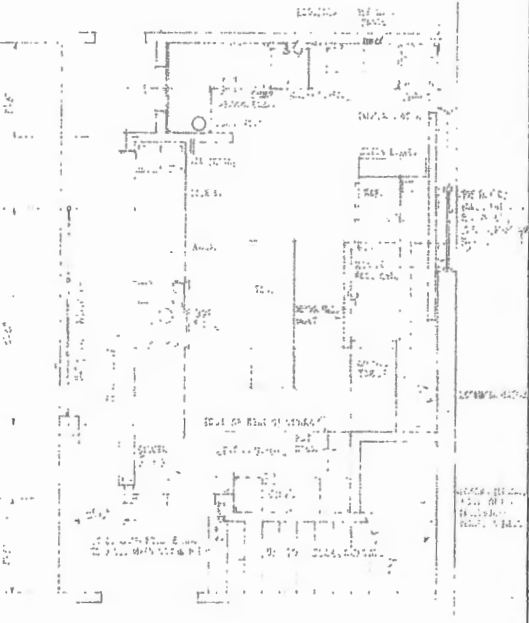
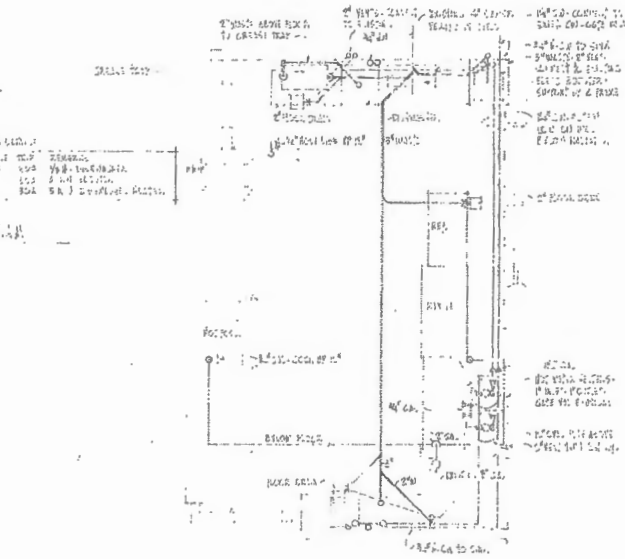
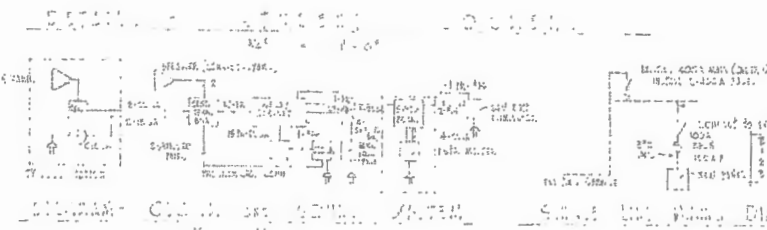
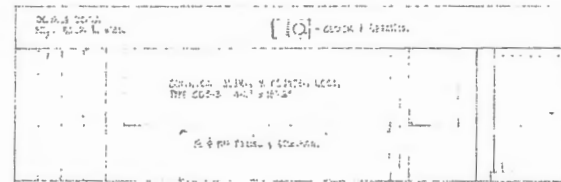
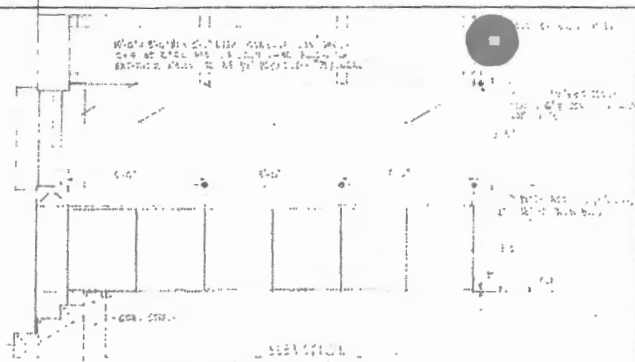
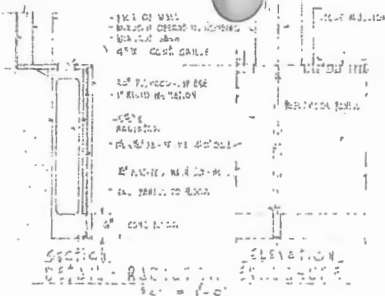
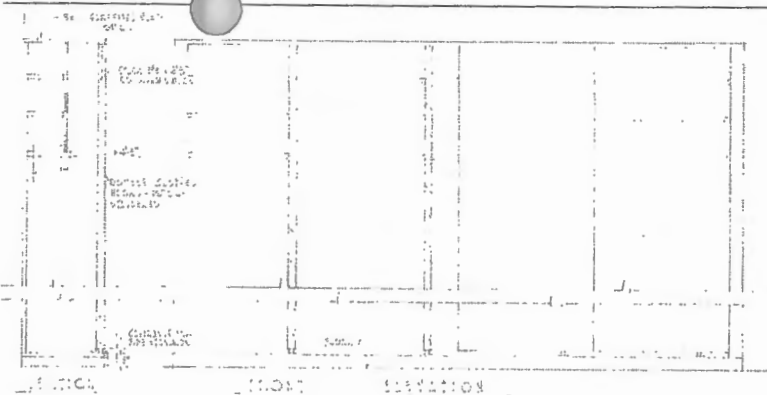
- Teachers can use the street-side curb for parking or the freeway parking spots during the weekday.

- In case of funeral, the Parish will communicate with Lessee's school office as soon as a funeral is scheduled. The Parish will cone off requisite spaces to accommodate funeral attendees.

Additional Space for Lessee's Use

- The counselor's room at the end of the second floor hallway in the Parish office/convent building is for Lessee's exclusive use (though in a larger shared space).

- The small group room/classroom on the left side of the hallway leading to the aforementioned counselor's room is for Lessee's exclusive use as the office space for the Lessee's school leader (though in a larger shared space).



KITCHEN PLAN - PLUMBING
1/2" = 1'-0"

KITCHEN PLAN
1/2" = 1'-0"

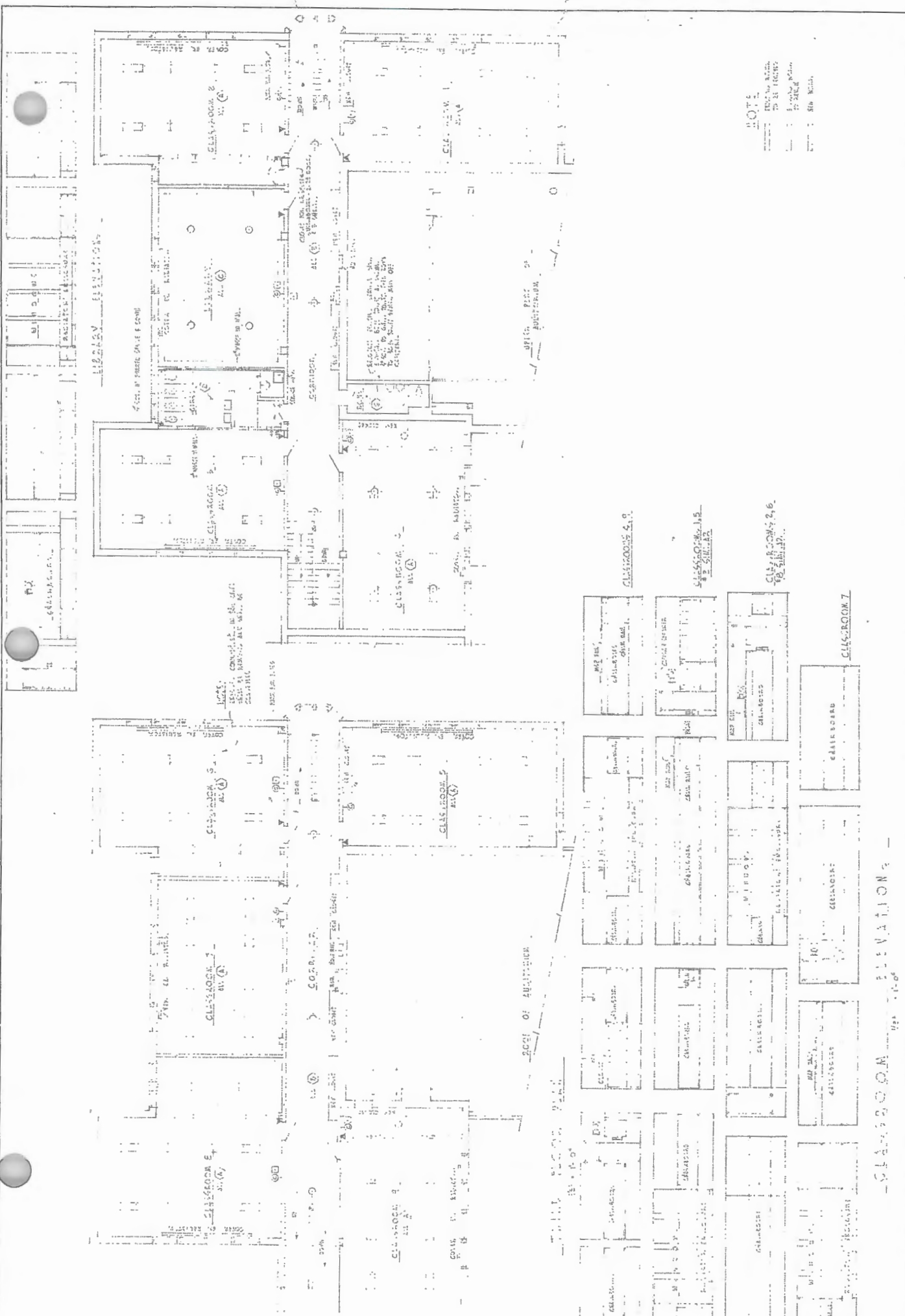
RYAN & LEE • ARCHITECTS • A.I.A.
305 GRANT AVENUE • SAN FRANCISCO • CALIFORNIA

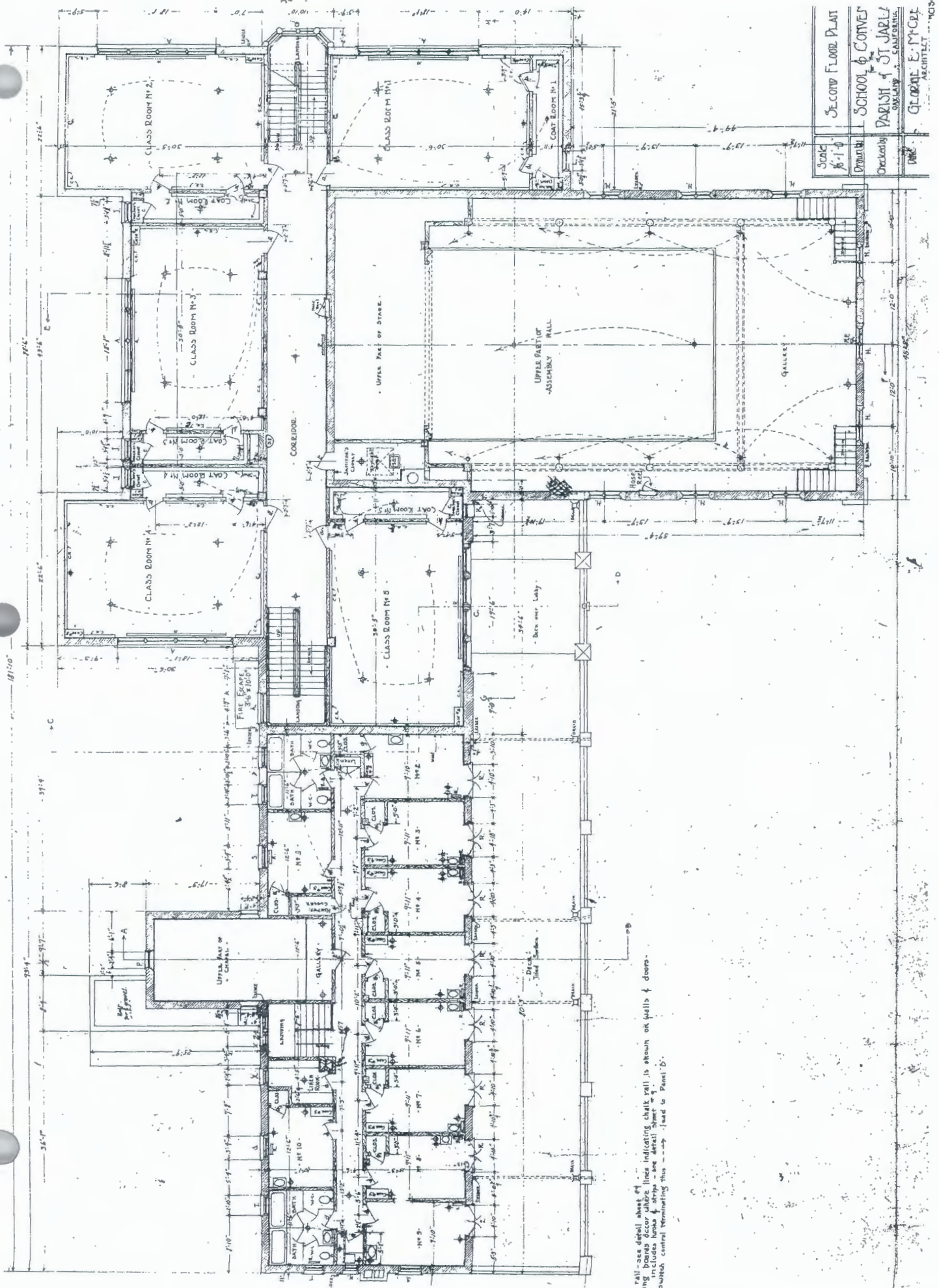
PAUL A. RYAN JOHN MICHAEL LEE HANS G. GLASS

ALTERATIONS TO 40 JARVIS, S.F. CIVIL
FOR
THE FURNISHING AND EQUIPPING OF THE KITCHEN
A CONTRACT NO. 10-1
BY THE BOARD OF SUPERVISORS
SAN FRANCISCO, CALIFORNIA

SHEET TITLE
KITCHEN PLAN
3 OF 3 SHEETS

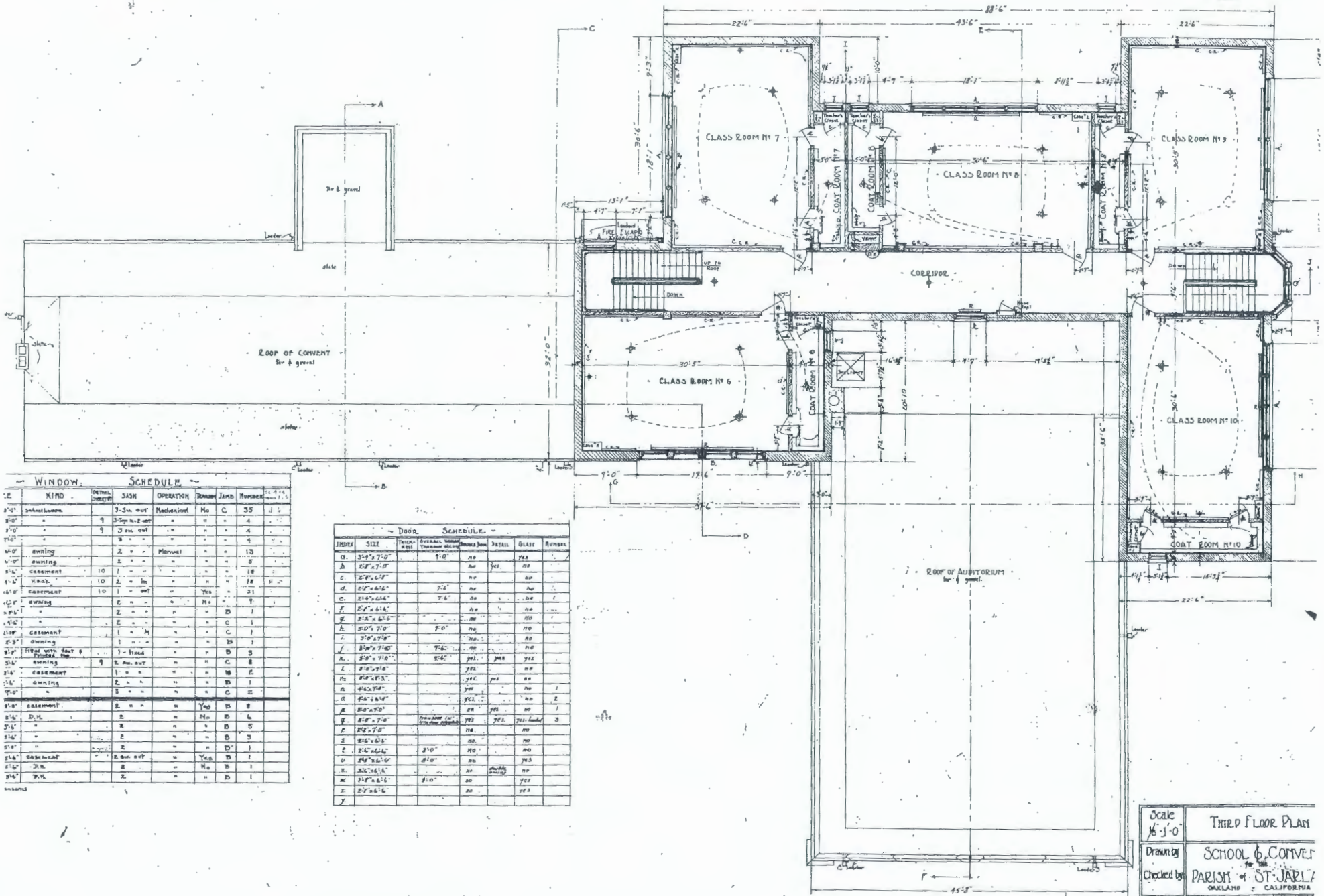
DATED 12-15-50
DRAWN BY
SHEET 3 OF 3





Scale	1/4" = 1'-0"
Drawn by	GEORGE E. MCGEE
Checked by	PARISH & ST. JARVIS
Architect	PARISH & ST. JARVIS
Engineer	GEORGE E. MCGEE

wall - see detail sheet #1
 lines indicating chalk wall is shown on walls & doors
 in closets boxes & strips - see detail sheet #2
 switch control terminating thus --> lead to Panel B.



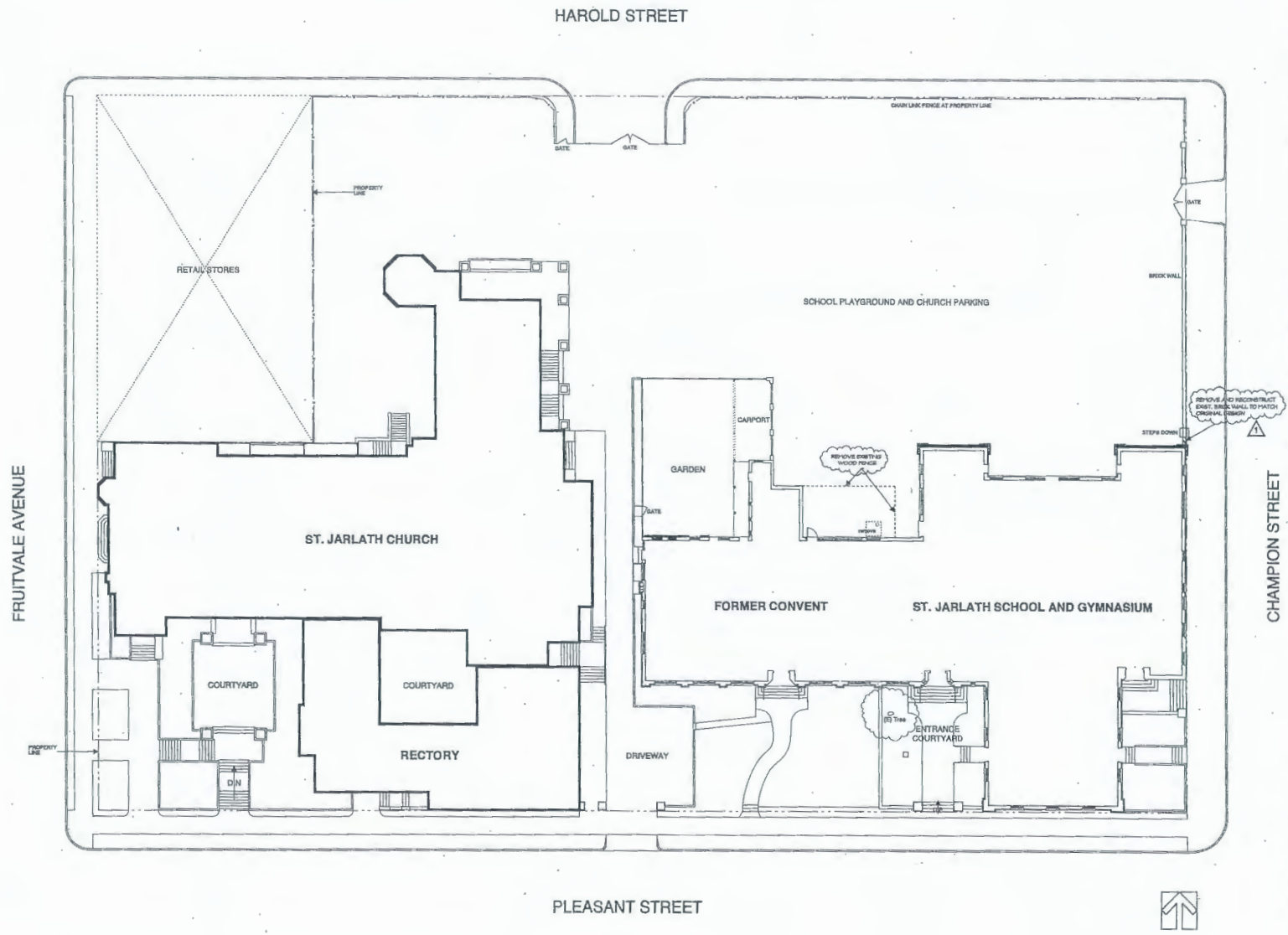
WINDOW SCHEDULE

NO.	KIND	DEPTH	SIZE	OPERATION	FRAME	JAMB	REMARKS
101	Subsidiary	9	3'-5 1/2" x 4'-0"	Medieval	No	C	35
102	"	9	3'-5 1/2" x 4'-0"	"	"	"	4
103	"	9	3'-5 1/2" x 4'-0"	"	"	"	5
104	awning	2	"	Manual	"	"	13
105	awning	2	"	"	"	"	8
106	casement	10	"	"	"	"	18
107	casement	10	"	"	"	"	21
108	awning	2	"	"	"	"	9
109	"	2	"	"	"	"	1
110	casement	1	"	"	"	"	1
111	awning	1	"	"	"	"	1
112	casement	1	"	"	"	"	3
113	awning	9	"	"	"	"	8
114	casement	1	"	"	"	"	2
115	awning	2	"	"	"	"	1
116	casement	3	"	"	"	"	2
117	casement	2	"	"	"	"	1
118	casement	2	"	"	"	"	3
119	casement	2	"	"	"	"	3
120	casement	2	"	"	"	"	1
121	casement	2	"	"	"	"	1
122	casement	2	"	"	"	"	1
123	casement	2	"	"	"	"	1
124	casement	2	"	"	"	"	1
125	casement	2	"	"	"	"	1
126	casement	2	"	"	"	"	1
127	casement	2	"	"	"	"	1
128	casement	2	"	"	"	"	1
129	casement	2	"	"	"	"	1
130	casement	2	"	"	"	"	1
131	casement	2	"	"	"	"	1
132	casement	2	"	"	"	"	1
133	casement	2	"	"	"	"	1
134	casement	2	"	"	"	"	1
135	casement	2	"	"	"	"	1
136	casement	2	"	"	"	"	1
137	casement	2	"	"	"	"	1
138	casement	2	"	"	"	"	1
139	casement	2	"	"	"	"	1
140	casement	2	"	"	"	"	1

DOOR SCHEDULE

INDEX	SIZE	TRUSS	FRAMES	DETAIL	GLASS	REMARKS
1	3'-0" x 7'-0"	9'-0"	no	yes		
A	2'-0" x 7'-0"		no	yes	no	
C	2'-0" x 6'-0"		no	no	no	
D	2'-0" x 6'-0"	7'-6"	no	no	no	
E	2'-0" x 6'-0"	7'-6"	no	no	no	
F	2'-0" x 6'-0"		no	no	no	
G	2'-0" x 6'-0"		no	no	no	
H	3'-0" x 7'-0"	7'-0"	no	no	no	
I	3'-0" x 7'-0"		no	no	no	
J	3'-0" x 7'-0"	7'-6"	no	no	no	
K	3'-0" x 7'-0"	8'-6"	yes	yes	yes	
L	2'-0" x 6'-0"		yes	no	no	
M	2'-0" x 6'-0"		yes	yes	no	
N	2'-0" x 6'-0"		yes	no	no	
O	2'-0" x 6'-0"		yes	no	no	
P	2'-0" x 6'-0"		yes	no	no	
Q	2'-0" x 6'-0"		yes	no	no	
R	2'-0" x 6'-0"		yes	no	no	
S	2'-0" x 6'-0"		yes	no	no	
T	2'-0" x 6'-0"		yes	no	no	
U	2'-0" x 6'-0"		yes	no	no	
V	2'-0" x 6'-0"		yes	no	no	
W	2'-0" x 6'-0"		yes	no	no	
X	2'-0" x 6'-0"		yes	no	no	
Y	2'-0" x 6'-0"		yes	no	no	
Z	2'-0" x 6'-0"		yes	no	no	

Scale	1/4" = 1'-0"	THIRD FLOOR PLAN
Drawn by	SCHOOL & CONVENT	
Checked by	PARISH of ST. JAMES OAKLAND - CALIFORNIA	
Date	GEORGE E. MOORE ARCHITECT HEARST BLDG., SAN FRANCISCO	



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FAX: 510-831-1788

JOB NAME:
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SCHOOL, GYMNASIUM, &
CONVENT BUILDING**
2854 PLEASANT STREET
OAKLAND 94602

SHEET CONTENT:
SITE PLAN

SCALE: 1/18" = 1'-0"

DATE: MARCH 18, 1998

REVISIONS
1
▲ APRIL 22, 1998

TITLE:
JOB NO. 18717
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SHEET NO:
A-1

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□ 1900 BRYANT BLVD.
DANFORTH, ONT. M9A 1B9
CANADA
TEL: 416-461-7200
FAX: 416-461-7200

JOB NAME:

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CONVENT BUILDING**
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DANFORTH, ONT.

SHEET CONTENT:
BASEMENT FLOOR PLAN

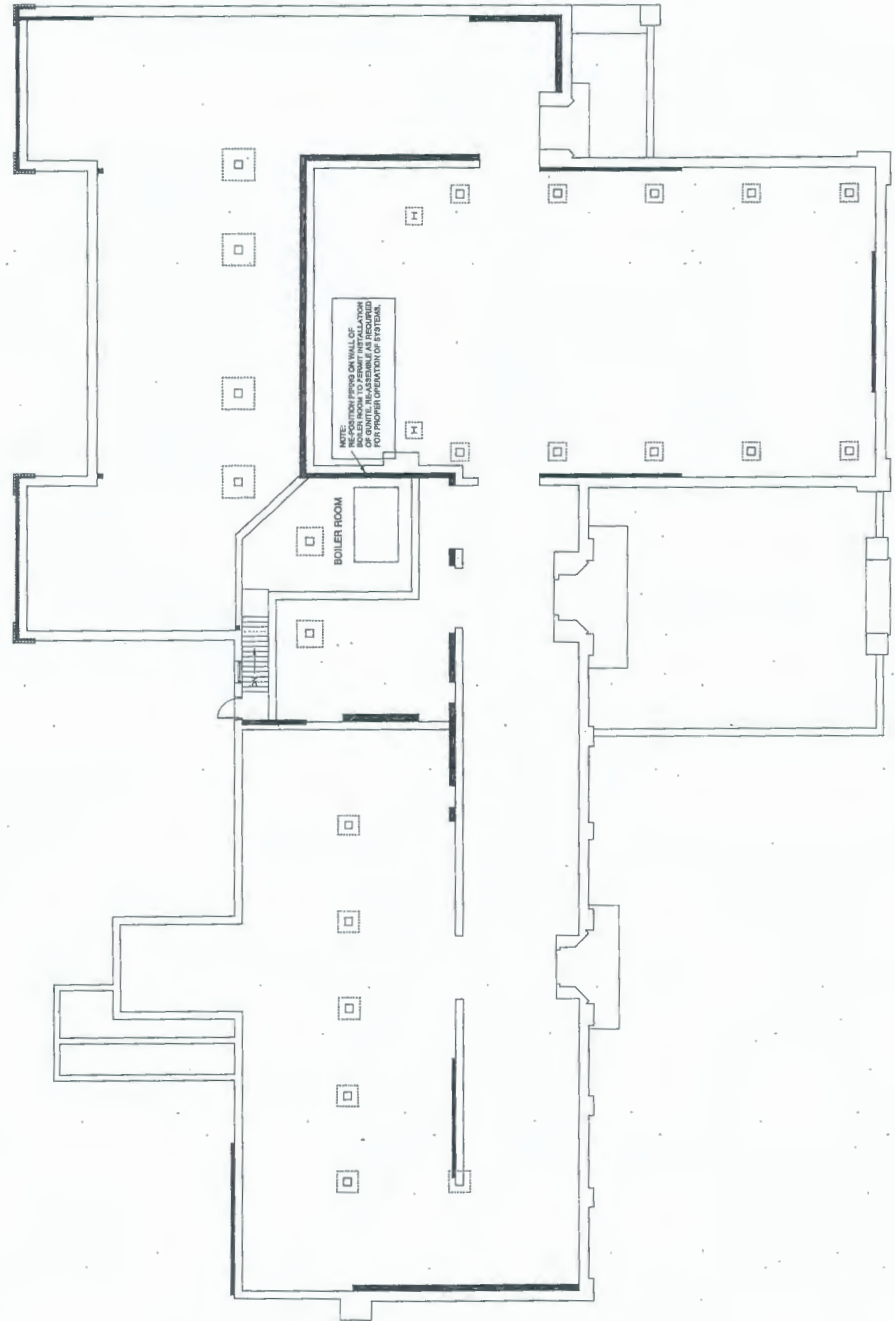
SCALE: 1/8" = 1'-0"

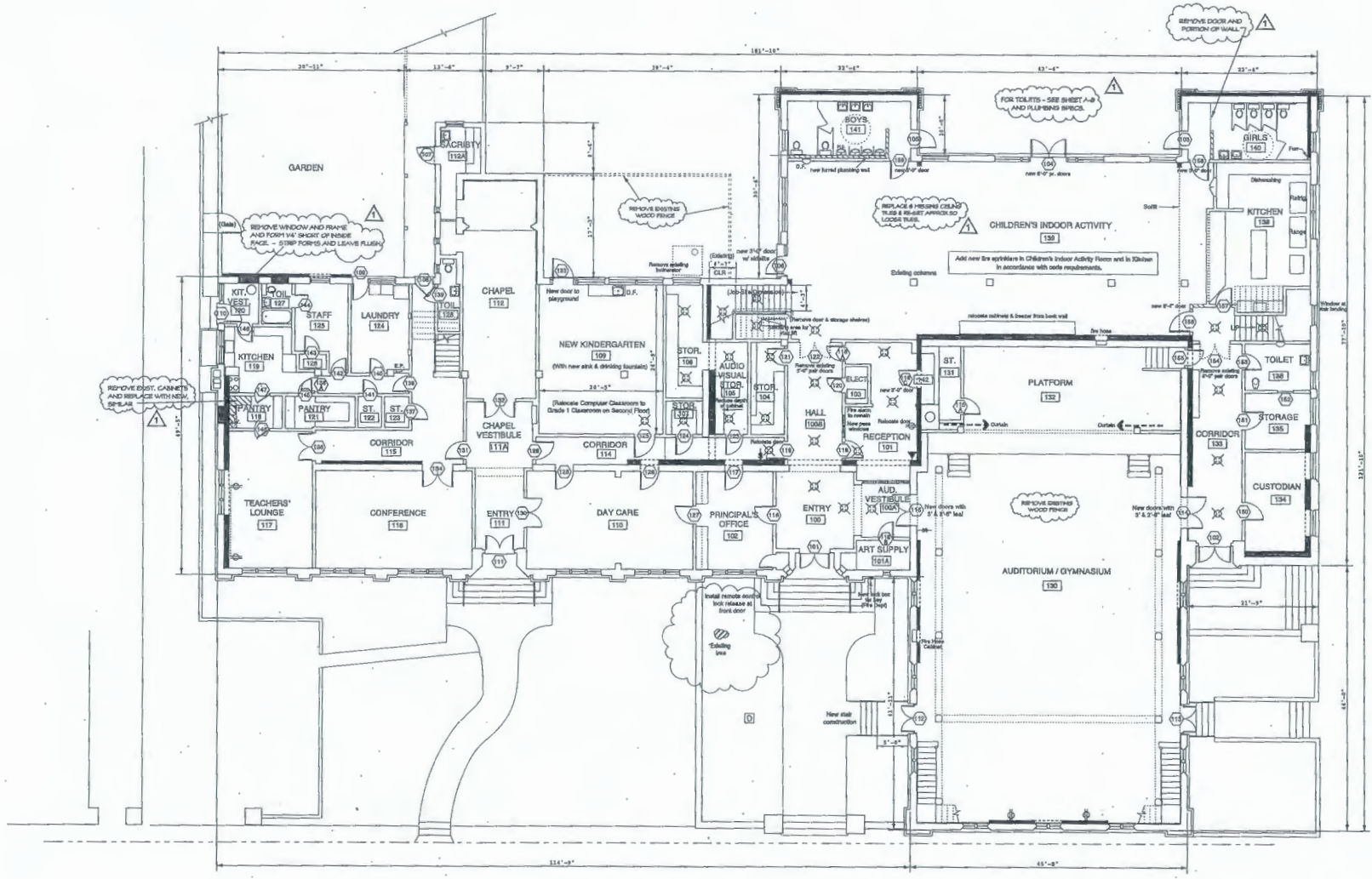
DATE: MARCH 16, 1988

REVISIONS:
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OAKLAND 94602

SHEET CONTENT:
FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

DATE: MARCH 16, 1998

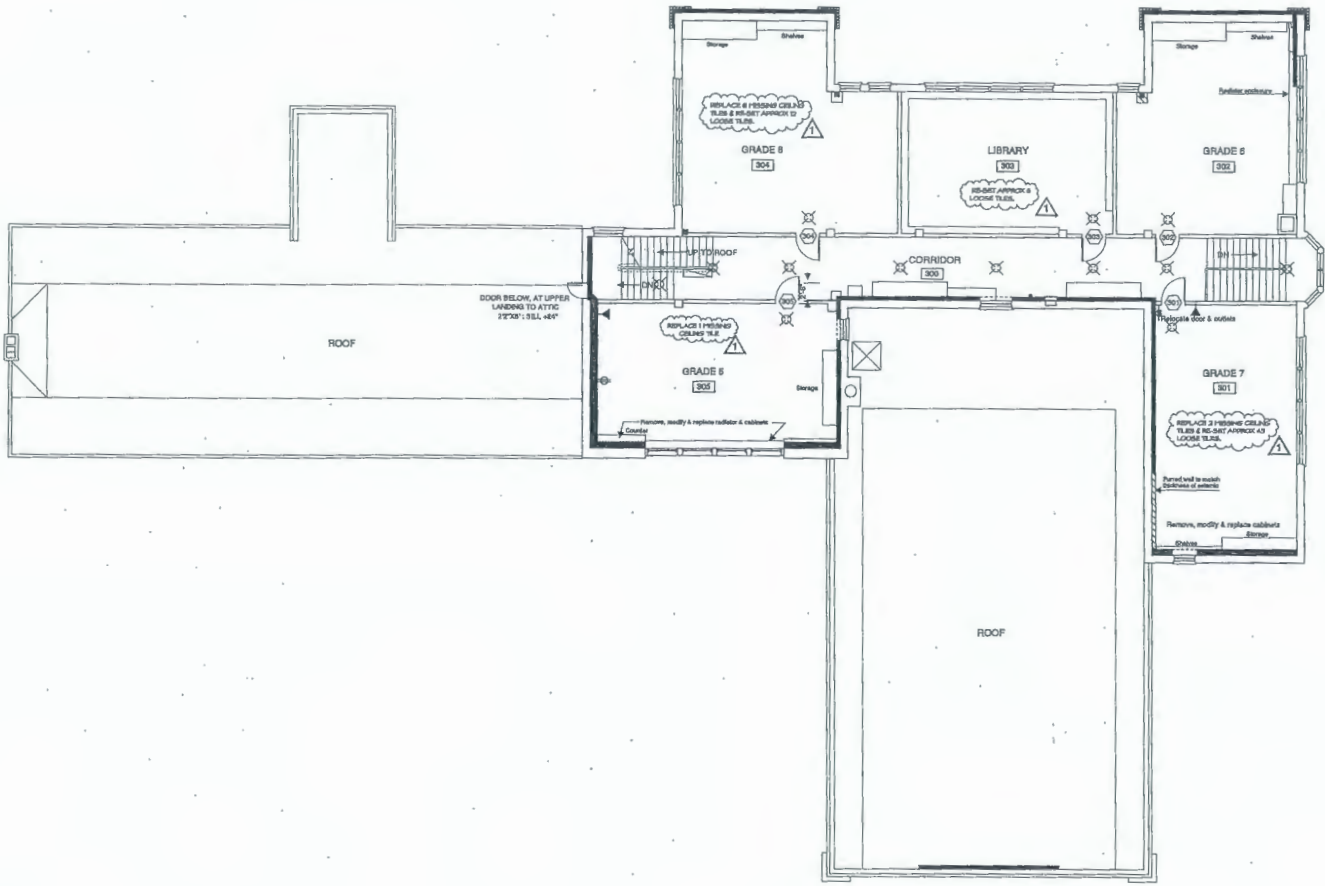
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A-3



▲ = SPRINKLER HEAD



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OAKLAND, 94612

SHEET CONTENT:
THIRD FLOOR PLAN

SCALE: 1/8" = 1'-0"

DATE: 15 APRIL 1988

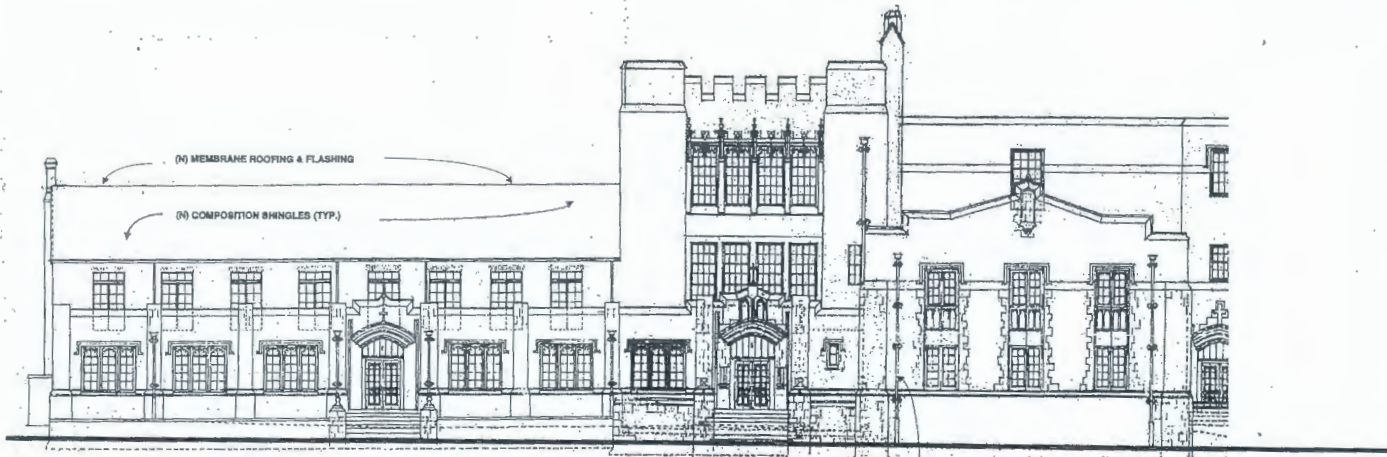
REVISIONS
▲ APRIL 22, 1988

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A-5



SPINNER HEAD



SOUTH ELEVATION

NOTE :

THERE ARE NO ARCHITECTURAL REVISIONS TO THESE ELEVATIONS. THE ONLY WORK WILL BE THE REPAIR OF BROKEN TRIM COMPONENTS, REPAIR OF BRICK JOINTS, AND REPAIR OF CRACKED CONCRETE AND STONE ELEMENTS.



EAST ELEVATION

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JOB NAME:

**ST. JARLATH
SCHOOL, GYMNASIUM, &
CONVENT BUILDING**

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OAKLAND, CALIFORNIA
94602

SHEET CONTENT:
DESIGN DEVELOPMENT
SOUTH ELEVATION
EAST ELEVATION

SCALE: 1/8" = 1'-0"

DATE: 26 FEB. 1998

REVISIONS

1

FILE: SOUTH & EAST ELEVATIONS

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A-6

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SCHOOL, GYMNASIUM, &
CONVENT BUILDING

2834 PLEASANT STREET
OAKLAND, CALIFORNIA
94612

SHEET CONTENT:

NORTH ELEVATION
WEST ELEVATION

SCALE: 1/8" = 1'-0"

DATE: MARCH 16, 1998

REVISIONS:

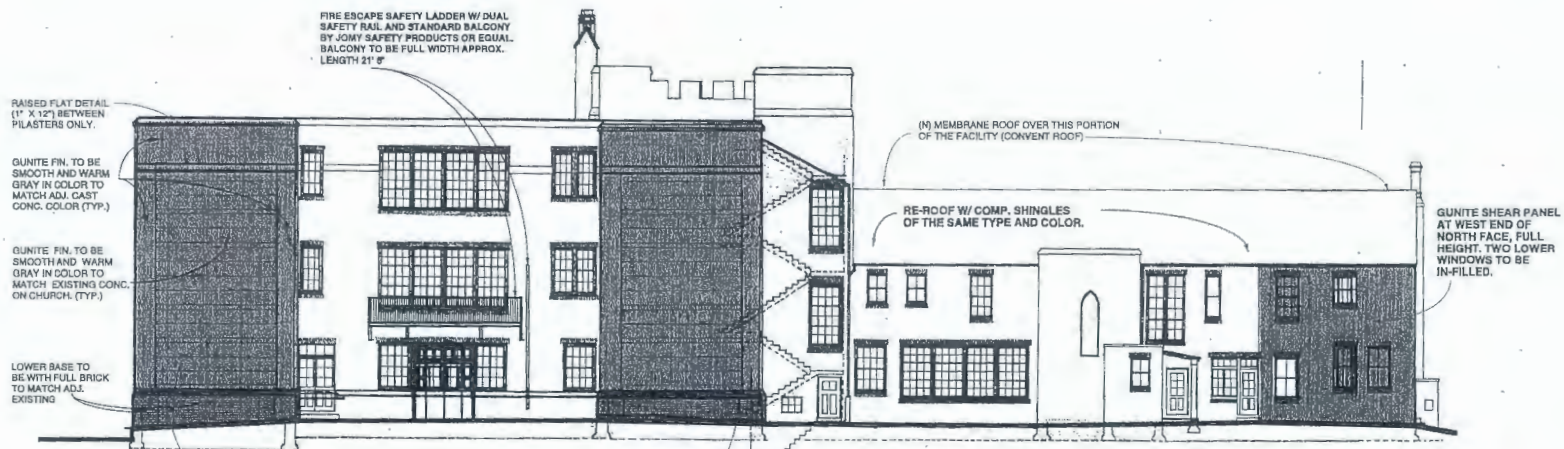
22 APRIL 1998

FILE: NORTH & WEST ELEV

© 1998 DAVIDSON + SEALS

SHEET NO:

A-7



NORTH ELEVATION

NOTE:

TWO NORTH FACING BRICK
PANELED WALLS TO HAVE
GUNITRE REINFORCEMENT W/
PLASTER FINISH OVER.

CONCRETE TRIM PIECES
TO BE REPLACED AT WAIST
HEIGHT ABOVE THE BRICK
BASE COURSE AND
REPLICATED AT THE
THIRD LEVEL.

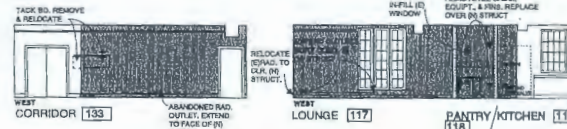
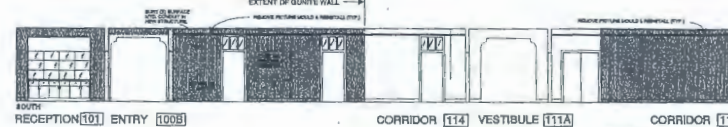
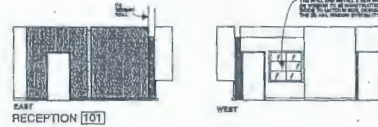
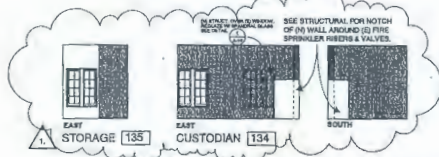
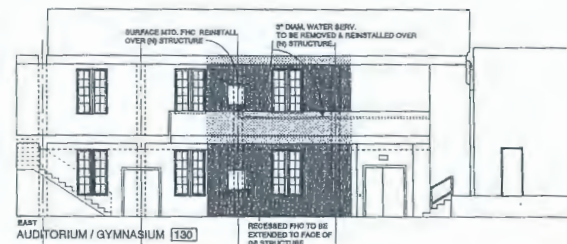
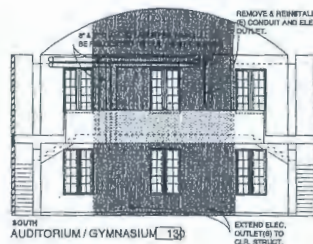
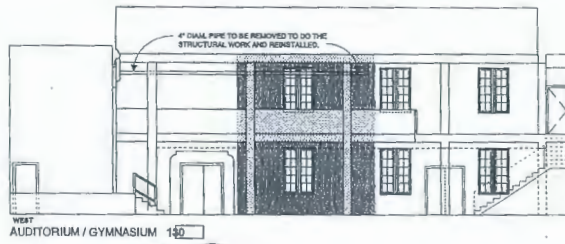


WEST ELEVATION &
PARTIAL SECTION

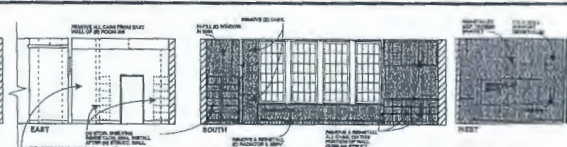
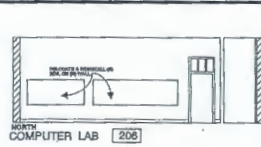
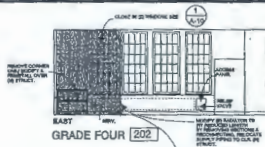
FIRE ESCAPE SAFETY LADDER W/ DUAL
SAFETY RAIL AND STANDARD BALCONY
BY JOMY SAFETY PRODUCTS OR EQUAL.
BALCONY TO BE FULL WIDTH APPROX.
LENGTH 8' 0"

THIS DOOR 108 IS TO BE
CHANGED TO A SINGLE
EXIT DOOR WITH A FIXED
SIDE PANEL.

- NOTES:
1. THE BOILER ROOM IN THE BASEMENT HAS ONE WALL FROM WHICH PLUMBER AND STEAM PIPES WILL NEED TO BE REMOVED IN ORDER TO INSTALL THE REQUIRED STRUCT. QUANTE (SEE STRUCT. DWGS) AND THEN MODIFIED AND REPLACED.
 2. SEE STRUCT. DWGS FOR EXTENT AND COMPLETION OF (R) ISSUED WALL AT STAIRS.

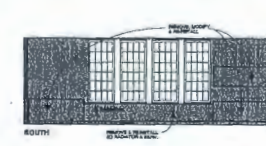
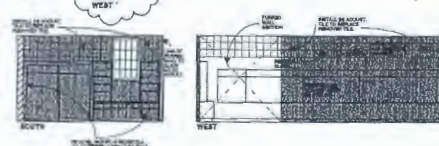
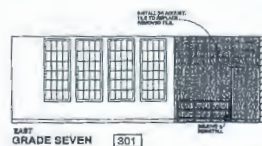
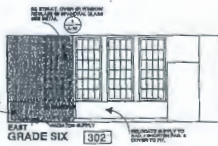
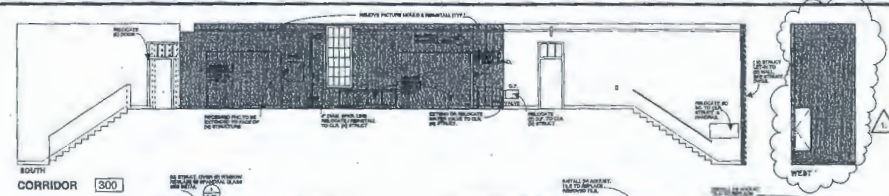


FIRST FLOOR



- NOTE:
- SEE STRUCT. DWGS FOR SEISMIC WORK IN THE CONVENT WING

SECOND FLOOR



THIRD FLOOR

GRADE FIVE 305

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SHEET CONTENT:

INTERIOR ELEVATIONS

SCALE: 1/8" = 1'-0"

DATE: MARCH 16, 1988

REVISIONS:

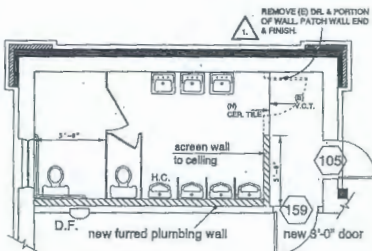
22 APRIL 1988

FILE: S.I. WT. CLEV9 A.8

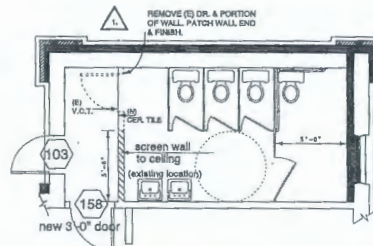
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SHEET NO:

A-8

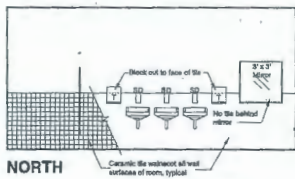


BOYS' TOILET ROOM 141

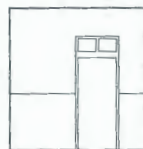


GIRLS' TOILET ROOM 140

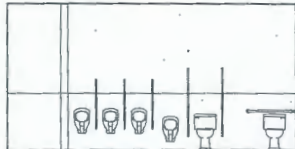
NOTE :
SEE PLUMBING SPECS.
FOR FIXTURE SCHEDULE.



NORTH



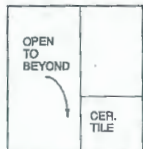
EAST



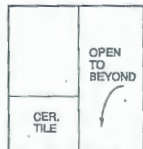
SOUTH



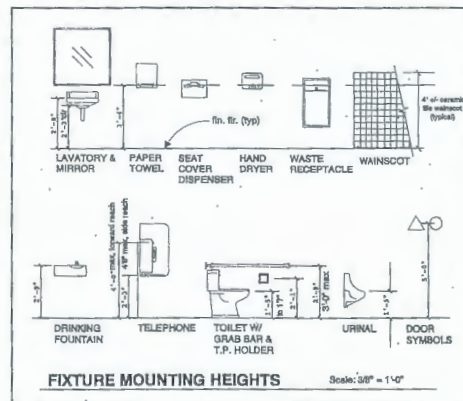
WEST



EAST



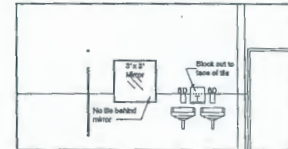
WEST



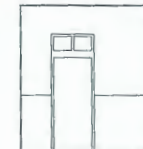
NORTH



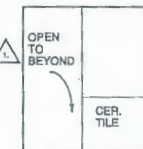
EAST



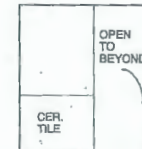
SOUTH



WEST



EAST



WEST

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CONVENT BUILDING
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OAKLAND 94602

SHEET CONTENT:

FIRST FLOOR
BOYS' & GIRLS' TOILETS

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

DATE: MARCH 18, 1998

REVISIONS

△ 22 APRIL 1998

FILE:

JOB NO. 18717

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SHEET NO:

A-9



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CONVENT BUILDING
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OAKLAND 94602

SHEET CONTENT:

SECOND FLOOR
BOYS' & GIRLS' TOILETS

DETAILS

SCALE: 1/8" = 1'-0" TOILETS
3" = 1'-0" DETAILS

DATE: MARCH 16, 1988

REVISIONS:

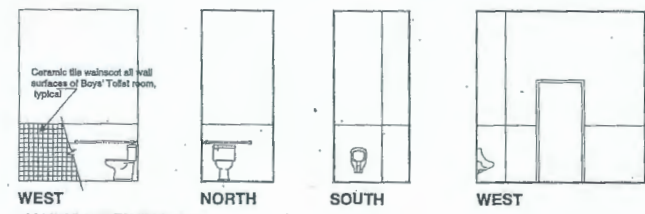
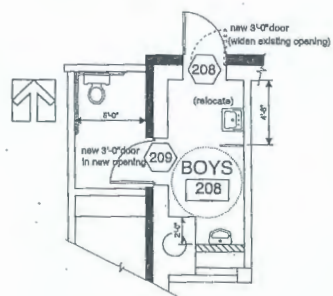
22 APRIL 1988
ADDED NOTES &
DETAILS

FILE: 8-JAN-18 TOILETS & DETS.
JOB NO. 19717

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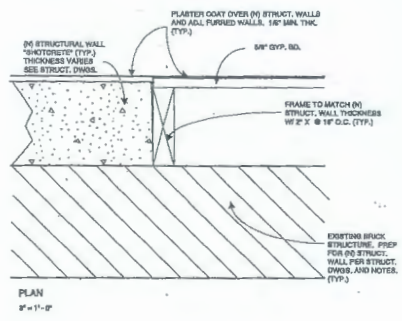
SHEET NO:

A-10

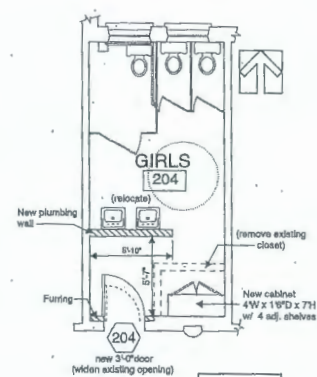


HANDICAPPED TOILET

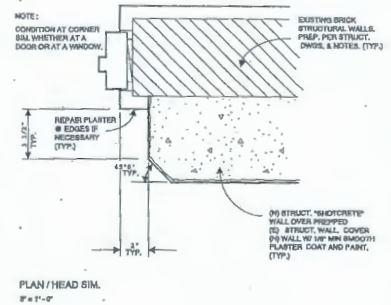
BOYS' TOILET ROOM 208



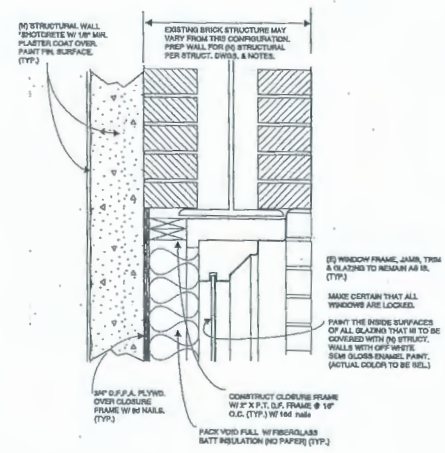
3. FURRED WALL @ (N) STRUCT.
3" = 1'-0"



GIRLS' TOILET ROOM 204



2. STRUCT. WALL EDGES
3" = 1'-0"



1. WINDOW CLOSURE HEAD SECTION / JAMB, 89A.
3" = 1'-0"

DOOR SCHEDULE

FIRST LEVEL

NO.	TYPE	DOOR			FRAME			FIRE RATE	GLZ.	HDW.	REMARKS
		MAT.	WIDTH	HT.	THK.	MAT.	JAMB				
101	A	SC	5'-0"	7'-0"	2-1/2"	WD.					WAVE ENTRY
102	A	SC	5'-0"	7'-0"	2-1/2"	WD.					WAVE ENTRY
103	G	SC	2'-8"	8'-8"	1-3/4"	WD					WAVE TOIL ENTRY
104	B	SC	8'-0"	8'-8"	1-3/4"	WD			1		NEW DOOR WAVE
105	G	SC	2'-8"	8'-8"	1-3/4"	WD					WAVE TOIL ENTRY
106	C	SC	3'-0"	7'-0"	1-3/4"	WD			2		NEW DOOR WAVE WINDELITE ENTRY
107	F	SC	2'-8"	8'-8"	1-3/4"	WD					WAVE ENTRY
108	H	SC	2'-8"	8'-8"	1-3/4"	WD					WAVE ENTRY
109	M	SC	2'-8"	7'-0"	1-3/4"	WD.					WAVE ENTRY
110	H	SC	2'-8"	8'-8"	1-3/4"	WD.					WAVE ENTRY
111	A	SC	5'-0"	7'-0"	1-3/4"	WD.					WAVE ENTRY
112	D	SC	4'-5"	7'-0"	1-3/4"	WD.					WAVE ENTRY
113	D	SC	4'-5"	7'-0"	1-3/4"	WD.					WAVE ENTRY
114	D	SC	3'-0" & 2'-8" DBS.	7'-0"	1-3/4"	WD.			9		NEW DOOR WAVE AUDITOR
115	D	SC	3'-0" & 2'-8" DBS.	7'-0"	1-3/4"	WD.			9		NEW DOOR WAVE AUDITOR
116	K-W/TRAN	SC	3'-0"	7'-0"	1-3/4"	WD.					WAVE FOR LATCH CL.
117	K-W/TRAN	SC	3'-0"	7'-0"	1-3/4"	WD.					WAVE FOR LATCH CL.
118	J	SC	3'-0"	7'-0"	1-3/4"	WD.					OFFICE
118A	E	SC	3'-0"	7'-0"	1-3/4"	WD.					OFFICE
118B	K	SC	3'-0"	7'-0"	1-3/4"	WD.					STOIL
118C	Q	SC	3'-0"	7'-0"	1-3/4"	WD.			8		NEW DOOR WAVE STOIL
119	C	SC	3'-0"	7'-0"	1-3/4"	WD.					WAVE FOR LATCH CL. HALL
120	I	SC	2'-2"	7'-0"	1-3/4"	WD.					WAVE ELEC. CLOSET
121	F	SC	3'-0"	7'-0"	1-3/4"	WD.					STOIL
122	L	SC	5'-0"	7'-0"	1-3/4"	WD					REMOVE DOOR HALL & CASE DISPLAY, TRANS.
123	K	SC	2'-8"	7'-0"	1-3/4"	WD					WAVE STOIL
124	K	SC	2'-8"	7'-0"	1-3/4"	WD					WAVE STOIL
125	M	SC	3'-4"	7'-0"	1-3/4"	WD.					CLASS
126	M	SC	3'-0"	7'-0"	1-3/4"	WD.					CLASS
127	K	SC	3'-0"	7'-0"	1-3/4"	WD					OFF
128	M	SC	3'-0"	7'-0"	1-3/4"	WD.					CLASS
129	K	SC	3'-0"	7'-0"	1-3/4"	WD.					WAVE FOR LATCH CL. HALL
130	KK	SC	5'-0"	7'-0"	1-3/4"	WD.					WAVE CLASS
131	K	SC	3'-0"	7'-0"	1-3/4"	WD.					HALL
132	N	SC	3'-0"	VARIABLE	1-3/4"	WD.					WAVE CHAPEL
133	H	SC	3'-8"	7'-0"	1-3/4"	WD			2		NEW DOOR WAVE KNOX
134	KK	SC	5'-0"	8'-8"	1-3/4"	WD.					WAVE CONF.
136	P	SC	2'-8"	8'-8"	1-3/4"	WD.					WAVE LOUNGE
137	K	SC	2'-8"	7'-0"	1-3/4"	WD.					WAVE STOIL
138	K	SC	2'-8"	7'-0"	1-3/4"	WD.					WAVE HALL
138	K	SC	2'-8"	7'-0"	1-3/4"	WD					WAVE TOIL
140	K-W/TRAN	SC	2'-8"	8'-8"	1-3/4"	WD.					WAVE LAUNDRY
141	K-W/TRAN	SC	2'-8"	8'-8"	1-3/4"	WD.					WAVE STOIL
142	K-W/TRAN	SC	2'-8"	8'-8"	1-3/4"	WD.					WAVE STAFF.
143	K-W/TRAN	SC	2'-8"	8'-8"	1-3/4"	WD					WAVE STOIL
144	K-W/TRAN	SC	2'-8"	8'-8"	1-3/4"	WD					WAVE TOIL
145	K-W/TRAN	SC	2'-8"	8'-8"	1-3/4"	WD					WAVE PANTRY
146	K-W/TRAN	SC	2'-8"	8'-8"	1-3/4"	WD					WAVE KIT.
147	K	SC	2'-8"	8'-8"	1-3/4"	WD					WAVE PANTRY
148	K	SC	2'-8"	8'-8"	1-3/4"	WD.					WAVE PANTRY
149	NOT USED										
150	K	SC	3'-0"	7'-0"	1-3/4"	WD					WAVE CURT.

FIRST LEVEL (con.)

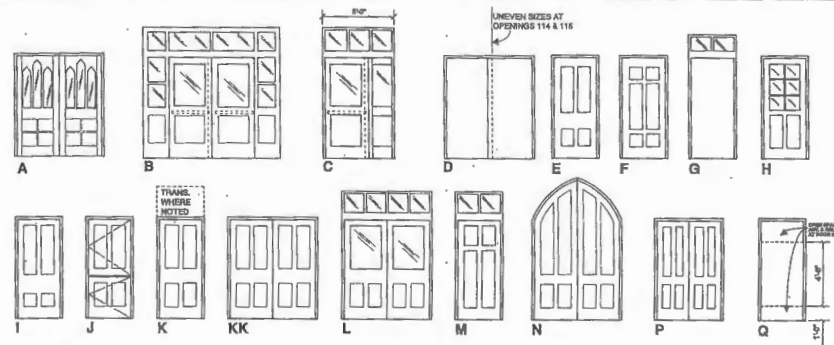
NO.	TYPE	DOOR			FRAME			FIRE RATE	GLZ.	HDW.	REMARKS
		MAT.	WIDTH	HT.	THK.	MAT.	JAMB				
151	K	SC	3'-0"	7'-0"	1-3/4"	WD					STOIL
152											DOOR REMOVED OPHL. ENCLD.
153	K	SC	2'-8"	7'-0"	1-3/4"	WD					WAVE TOIL
154	L	SC	8'-0"	7'-0"	1-3/4"	WD					REMOVE DOOR & HALL CASE OPHL./V. TRANS.
155	Q	SC	3'-0"	7'-0"	1-3/4"	WD					STAGE
156	D	SC	8'-0"	8'-8"	1-3/4"	WD			3		NEW DOOR WAVE CAFETER.
157	Q	SC	2'-8"	7'-0"	1-3/4"	WD					WAVE KIT.
158	Q	SC	3'-0"	7'-0"	1-3/4"	WD			6		NEW DOOR WAVE
159	E	SC	3'-0"	8'-8"	1-3/4"	WD			6		NEW DOOR WAVE

SECOND LEVEL

NO.	TYPE	DOOR			FRAME			FIRE RATE	GLZ.	HDW.	REMARKS
		MAT.	WIDTH	HT.	THK.	MAT.	JAMB				
201	M	SC	3'-4"	8'-8"	1-3/4"	WD					RELOCATE DR. CLASS
202	M	SC	3'-4"	8'-8"	1-3/4"	WD					CLASS
203	M	SC	3'-4"	8'-8"	1-3/4"	WD					CLASS
204	K-W/TRAN	SC	3'-0"	8'-8"	1-3/4"	WD			6		NEW DOOR WAVE TOIL
205	M	SC	3'-4"	8'-8"	1-3/4"	WD					CLASS
206	M	SC	3'-0"	8'-8"	1-3/4"	WD			6		NEW DOOR WAVE CLASS
207	Q	SC	3'-0"	8'-8"	1-3/4"	WD			8		NEW DOOR WAVE STOIL
208	K	SC	3'-0"	8'-8"	1-3/4"	WD			6		NEW DOOR WAVE TOIL
209	Q	SC	3'-0"	8'-8"	1-3/4"	WD.			7		NEW DOOR WAVE TOIL
210	K	SC	3'-0"	8'-8"	1-3/4"	WD.			4		NEW DOOR WAVE HALL
211	Q	HC	2'-8"	8'-8"	1-3/4"	WD.					WAVE STOIL
212	Q	HC	2'-8"	8'-8"	1-3/4"	WD.					WAVE STOIL

THIRD LEVEL

NO.	TYPE	DOOR			FRAME			FIRE RATE	GLZ.	HDW.	REMARKS
		MAT.	WIDTH	HT.	THK.	MAT.	JAMB				
301	M	SC	3'-4"	8'-8"	1-3/4"	WD					CLASS
302	M	SC	3'-4"	8'-8"	1-3/4"	WD					CLASS
303	M	SC	3'-4"	8'-8"	1-3/4"	WD					CLASS
304	M	SC	3'-4"	8'-8"	1-3/4"	WD					CLASS
305	M	SC	3'-4"	8'-8"	1-3/4"	WD					CLASS



DOOR TYPES

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SHEET CONTENT:

DOOR SCHEDULE

SCALE: NONE

DATE: MARCH 16, 1966

22 APRIL 1966

FILE: ST. JARLATH SCHOOL

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SHEET NO:

A 11

ROOM FINISH SCHEDULE

FIRST FLOOR

NO.	ROOM	FLOOR		BASE		WALLS		CEILING		REMARKS
		MAT.	FIN.	MAT.	FIN.	MAT.	FIN.	MAT.	FIN.	
100	ENTRY									REPAINT WALLS & CLG. (F)
100A	AUD. VESTIBULE									REPAINT WALLS & CLG.
100B	HALL									REPAINT WALLS & CLG.
101	RECEPTION	F	4	O	3	N	3	N	3	REPAINT WALLS & CLG.
101A	ART SUPPLY									
102	PRINCIPAL'S OFFICE					N	3	N	3	PLASTER PATCH PORTION OF CLG. REPAINT WALLS & CLG. (C)
103	ELEC.									
104	STORAGE									
105	AUDIO VISUAL STOR.	D	4	O	3	N	3	N	3	REPLACE FLR. & BASE REPAINT WALLS & CLG.
106	BELOW WEST STAIR	D	2	O	3	N	3	N	3	REPAINT WALLS & CLG.
107	STORAGE									
108	STORAGE									
108	NEW KINDERGARTEN	F	4	O	3	N	3	N	3	REPAINT WALLS & CLG.
110	DAY CARE									REPAINT PATCHED CLG. (C)
111	ENTRY									REPAINT WALLS & CLG. (C)
111A	CHAPEL VESTIBULE									REPAINT WALLS & CLG. (C)
112	CHAPEL									REPAINT PATCHED CLG. (C)
112A	SACRISTY									
113										(UNASSIGNED)
114	CORRIDOR	D	4	O	3	N	3	N	3	REPLACE FLR. & BASE REPAINT WALLS & CLG.
115	CORRIDOR	F	4	O	3	N	3	N	3	REPAINT WALLS & CLG.
116	CONFERENCE									
117	TEACHERS LOUNGE	F	4	O	3	N	3	N	3	REPAINT WALLS & CLG. (C)
118	PANTRY	E	2	O	3	N	3	N	3	PATCH REPAIR FLR. & BASE REPAINT WALLS & CLG.
119	KITCHEN	E	2	O	3	N	3	N	3	PATCH REPAIR FLR. & BASE REPAINT WALLS & CLG.
120	KITCHEN VESTIBULE					N	3	N	3	REPAINT WALLS & CLG.
121	PANTRY									
122	STORAGE									
123	STORAGE	F	4	O	3	N	3	N	3	NEW CARPET & BASE REPAINT WALLS & CLG.
124	LAUNDRY									
125	STAFF									
126	CLOSET									
127	TOILET					N	3	N	3	REPAINT WALLS & CLG.
128	TOILET									
129										(UNASSIGNED)
130	AUDITORIUM	P	2	O	3	N	3	N	3	PATCH REPAIR FLR. & BASE REPAINT WALLS & CLG.
131	STORAGE									
132	PLATFORM									
133	CORRIDOR	D	2	O	3	N	3	N	3	PATCH REPAIR FLR. & BASE REPAINT WALLS & CLG.
134	CUSTODIAN	D	2	O	3	N	3	N	3	PATCH REPAIR FLR. & BASE REPAINT WALLS & CLG. (C)
135	STORAGE	D	2	O	3	N	3	N	3	PATCH REPAIR FLR. & BASE REPAINT WALLS & CLG.
136	TOILET									
137										(UNASSIGNED)
138	KITCHEN									
139	INDOOR ACTIVITY	D	2	O	3	N	3	N	3	PATCH REPAIR FLR. & BASE REPAINT WALLS & CLG.
140	GIRLS TOILET	C	4	O	3	N	3	N	3	PAINT ALL PLAS. WALLS & CLG.
141	BOYS TOILET	C	4	O	3	N	3	N	3	PAINT ALL PLAS. WALLS & CLG.

SECOND FLOOR

NO.	ROOM	FLOOR		BASE		WALLS		CEILING		REMARKS
		MAT.	FIN.	MAT.	FIN.	MAT.	FIN.	MAT.	FIN.	
200	CORRIDOR	D	2	O	3	N	3	K	3	PATCH REPAIR FLR. & BASE & CLG. REPAINT WALLS & CLG.
201	GRADE 3.	F	4	O	3	N	3	K	3	PATCH REPAIR FLR. & BASE. REPAINT WALLS & CLG.
202	GRADE 4	F	4	O	3	N	3	K	3	PATCH REPAIR FLR. & BASE. REPAINT WALLS & CLG.
203	NEW GRADE 1	F	4	O	3	N	3	K	3	PATCH REPAIR FLR. & BASE. REPAINT WALLS & CLG.
204	GIRLS TOIL.	C	4	O	3	N	3	K	3	REPAINT WALLS & CLG.
205	GRADE 2	F	4	O	3	N	3	K	3	PATCH REPAIR FLR. & BASE. REPAINT WALLS & CLG.
206	NEW COMPUTER RM.	F	4	O	3	N	3	K	3	PATCH REPAIR FLR. & BASE. REPAINT WALLS & CLG.
206A	STORAGE	D	2	O	3	N	3	I	3	PATCH REPAIR FLR. & BASE. REPAINT WALLS & CLG.
207										
208	BOYS TOILET	C	4	O	3	N	3	K	3	REPAINT WALLS & CLG.
209										(UNASSIGNED)
210	UNOCCUPIED									(ALL FINISHES AND ROUGH FINISHES REMAIN AS IS. DO NO REPAIR AFTER NEW STRUCT. WORK.)
211										(UNASSIGNED)
212	STORAGE BALCONY	A	2	O	3	N	3	A	3	ADD (N) WOOD BASE. REPAINT WALLS & CLG.

THIRD FLOOR

NO.	ROOM	FLOOR		BASE		WALLS		CEILING		REMARKS
		MAT.	FIN.	MAT.	FIN.	MAT.	FIN.	MAT.	FIN.	
300	CORRIDOR	D	4	O	3	N	3	N	3	
301	GRADE 7.	F	4	O	3	N	3	K	3	
302	GRADE 6	F	4	O	3	N	3	K	3	
303	LIBRARY	F	4	O	3	N	3	K	3	
304	GRADE 8	F	4	O	3	N	3	K	3	
305	GRADE 6	F	4	O	3	N	3	K	3	

NOTES:

- ONLY NEW OR MODIFIED CONDITIONS & / OR MATERIALS ARE NOTED ON THIS SCHEDULE. EXISTING CONDITIONS THAT ARE TO REMAIN UNCHANGED ARE NOT NOTED AT ALL.
- STAIRS IN THE AUDITORIUM ARE D.F. NOT HARDWOOD AS THE MAIN FLOOR.
- AUDITORIUM FLOOR IS STRIP MAPLE OF UNKNOWN THICKNESS.
- WHERE FLOORS ARE (E) VINYL COMP. TILE TO BE PATCHED, BUDGET TO REPLACE 6 TILE COURSES BACK FROM THE WALL OR ABOUT 4" MAX. ON THE LOWEST LEVEL AND 3 TILE COURSES BACK FROM THE WALL OR ABOUT 3" MAX ON THE UPPER LEVELS. NOTE THAT THE TILE WILL BE REMOVED BY THE OWNER.
- SEE THE FLOOR PLAN SHEETS FOR NOTATIONS ON SCOPE OF REPAIR TO THE ACOUSTIC TILE CEILING. REPLACEMENT OF MISSING TILE AS WELL AS RE-SETTING LOOSE TILE.
- WHERE AN ASTERISK (*) IS SHOWN IN THE REMARKS COLUMN, IT IS MEANT TO INDICATE A CONDITION WHERE THE EXISTING PAINT FINISH HAS FLAKED OR BUBBLED AND WHICH WILL REQUIRE PATCHING OR OTHER RESTORATION BEFORE THE FINAL FINISH IS APPLIED.

FINISH SCHEDULE LEGEND

KEY	MATERIAL	KEY	FINISH
A.	CONCRETE SLAB	1	CLEAR SEAL
B.	QUARRY TILE	2	CLEAN & DRESS
C.	CERAMIC TILE	3	PAINT
D.	VINYL TILE	4	FINISH BY MANUFACTURER
E.	SHEET VINYL	5	LEFT NATURAL (AS IS)
F.	CARPET		
G.	VINYL TOPSET		
H.	COVERED		
I.	GYPSUM BOARD W/ PLASTER COATING.		
J.	MARLITE		
K.	ACOUSTICAL TILE		
L.	SUSPENDED CEILING		
M.	WATERPROOF MEMBRANE		
N.	(E) PLASTER		
O.	(E) WOOD BASE		
P.	(E) STRIP HARDWOOD		
Q.	(E) CONG. & STL. / EXPOSED		
R.	(E) EXPOSED WOOD		

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- TORONTO OFFICE: 416-593-1111
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- 1834 PLEASANT STREET, OAKLAND, CA 94612

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SHEET CONTENT:

FINISH SCHEDULE

SCALE: NONE

DATE: APRIL 22 1998

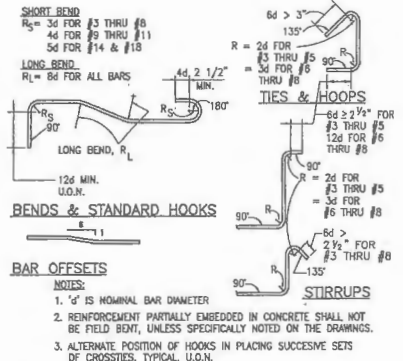
REVISIONS:

FILE: S.J. SCHEDULES

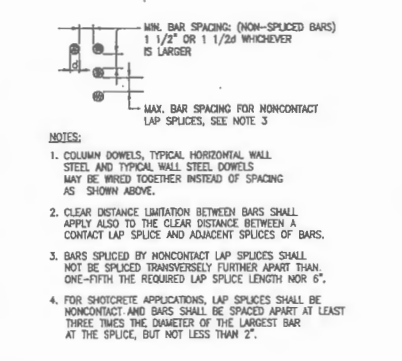
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SHEET NO:

A 12

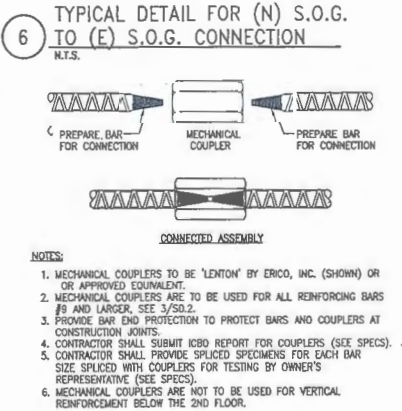
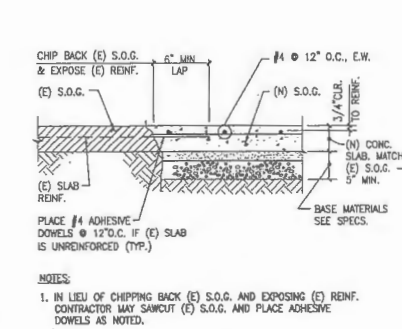
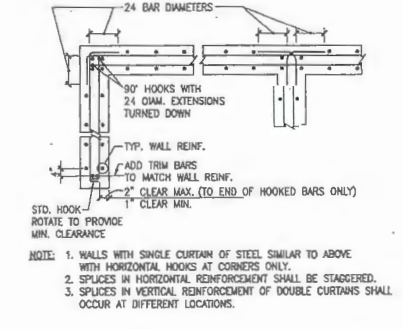
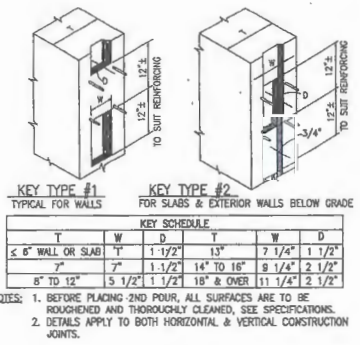


1 HOOKS AND BENDS
N.T.S.

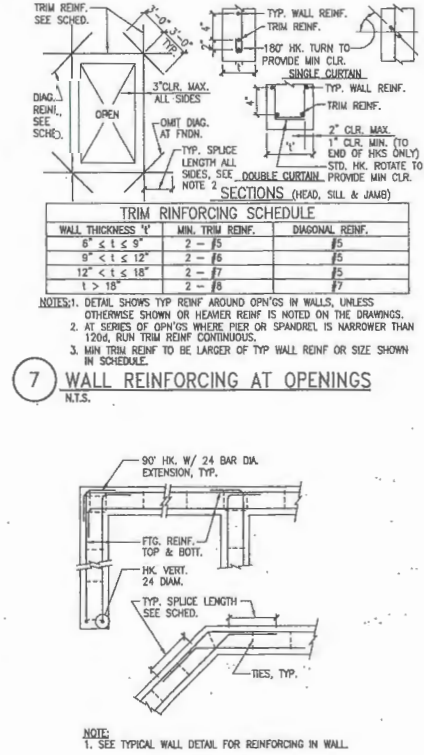


3 BAR SPACING
N.T.S.

4 SPLICE TABLE -
NORMAL WEIGHT CONCRETE
N.T.S.



10 REINFORCING BAR MECHANICAL COUPLER
N.T.S.



11 FOOTING REINFORCING - CORNERS & INTERSECTIONS
N.T.S.

9 TYPICAL DOWELS LOCATIONS
N.T.S.

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REGISTERED PROFESSIONAL ENGINEER
 No. 1848
 State of California

SHEET CONTENT

1 TYPICAL DETAILS

SCALE: AS NOTED

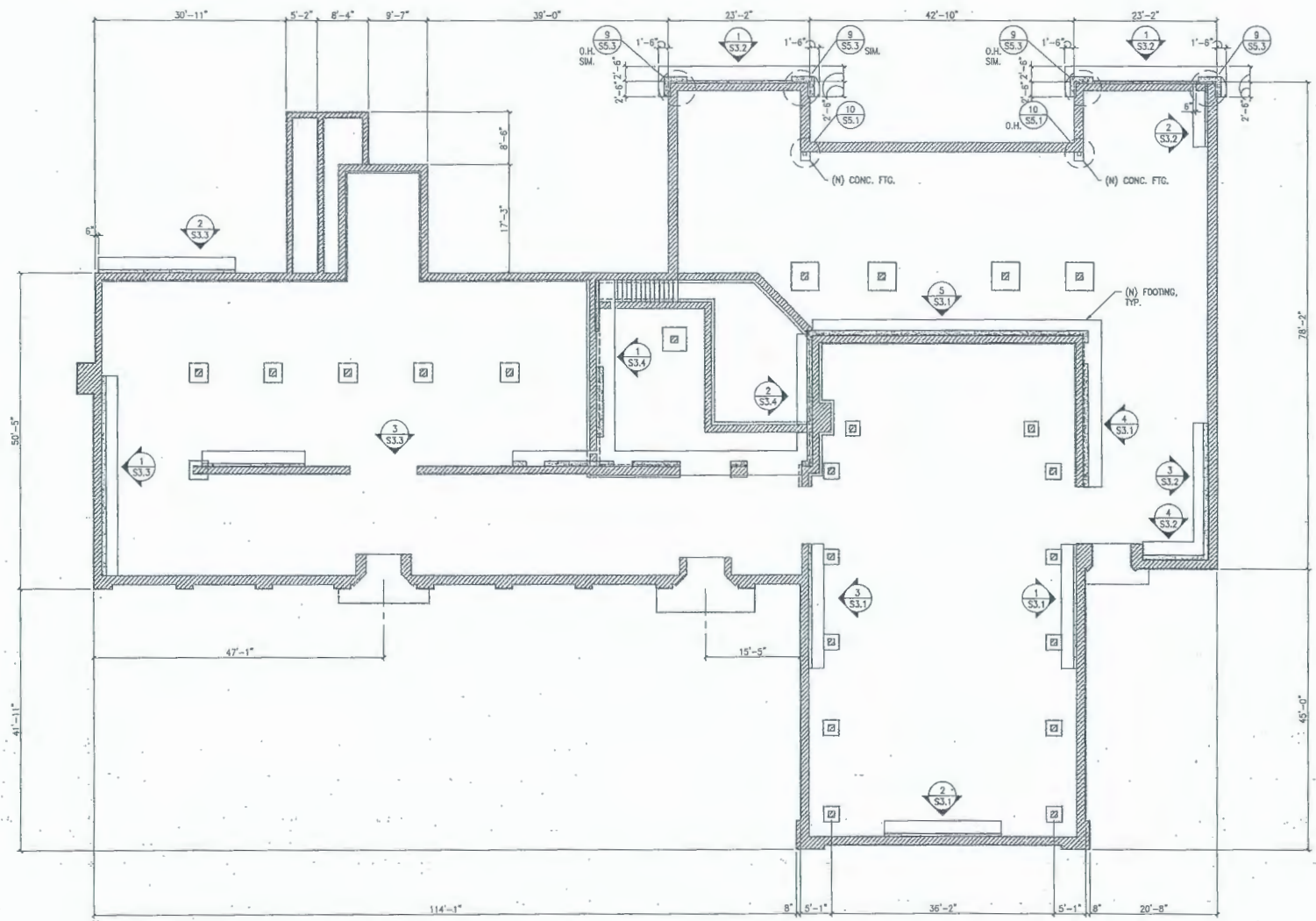
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SHEET CONVENT:
FOUNDATION PLAN

SCALE: AS NOTED.

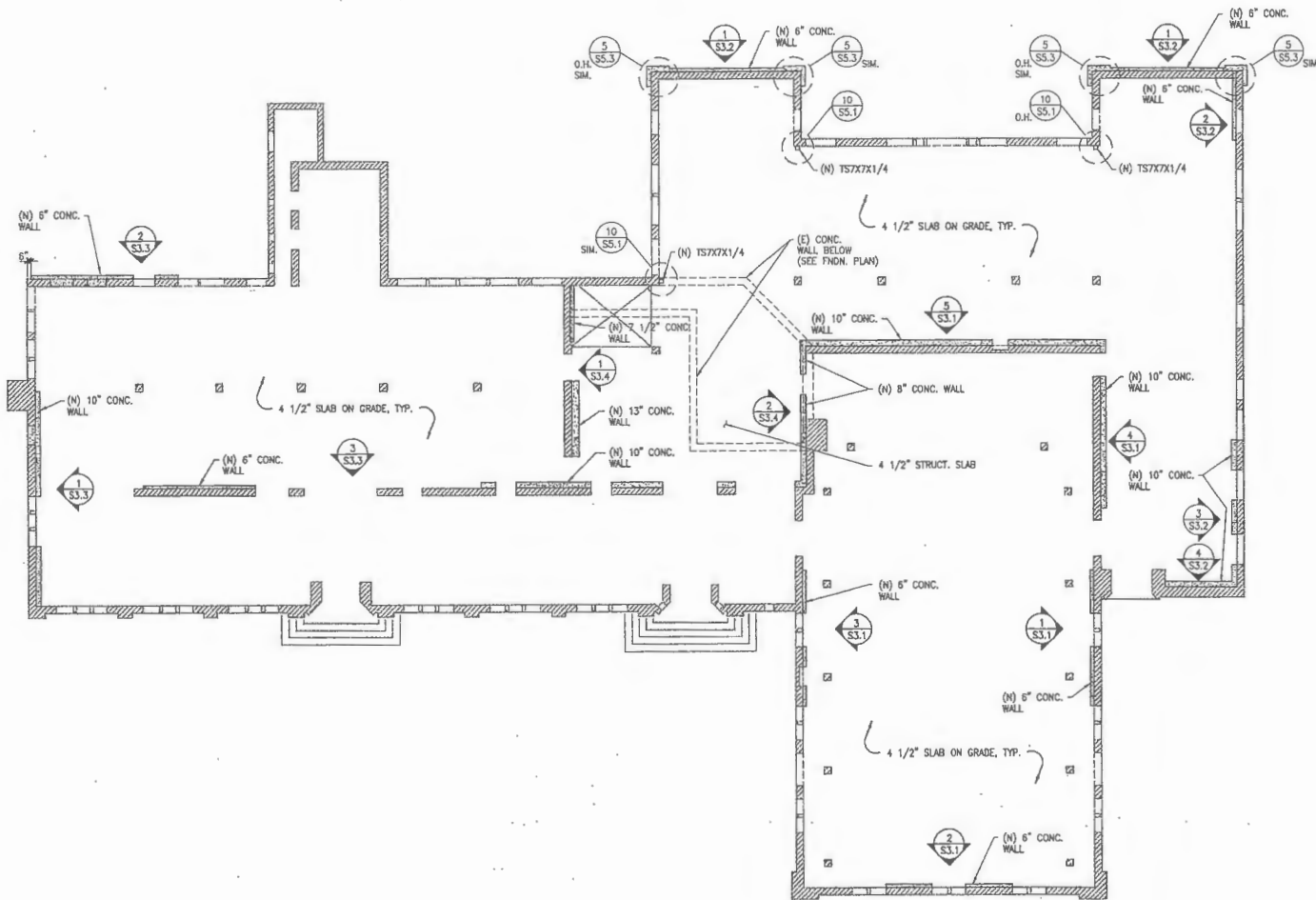
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REVISIONS:

FILE:

SHEET NO.:

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SHEET CONTENT:
GROUND FLOOR PLAN

SCALE: AS NOTED

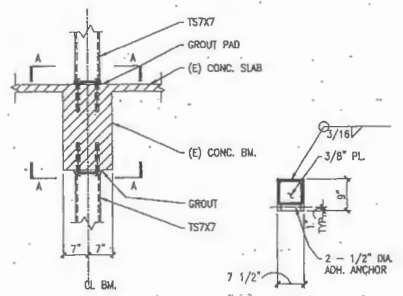
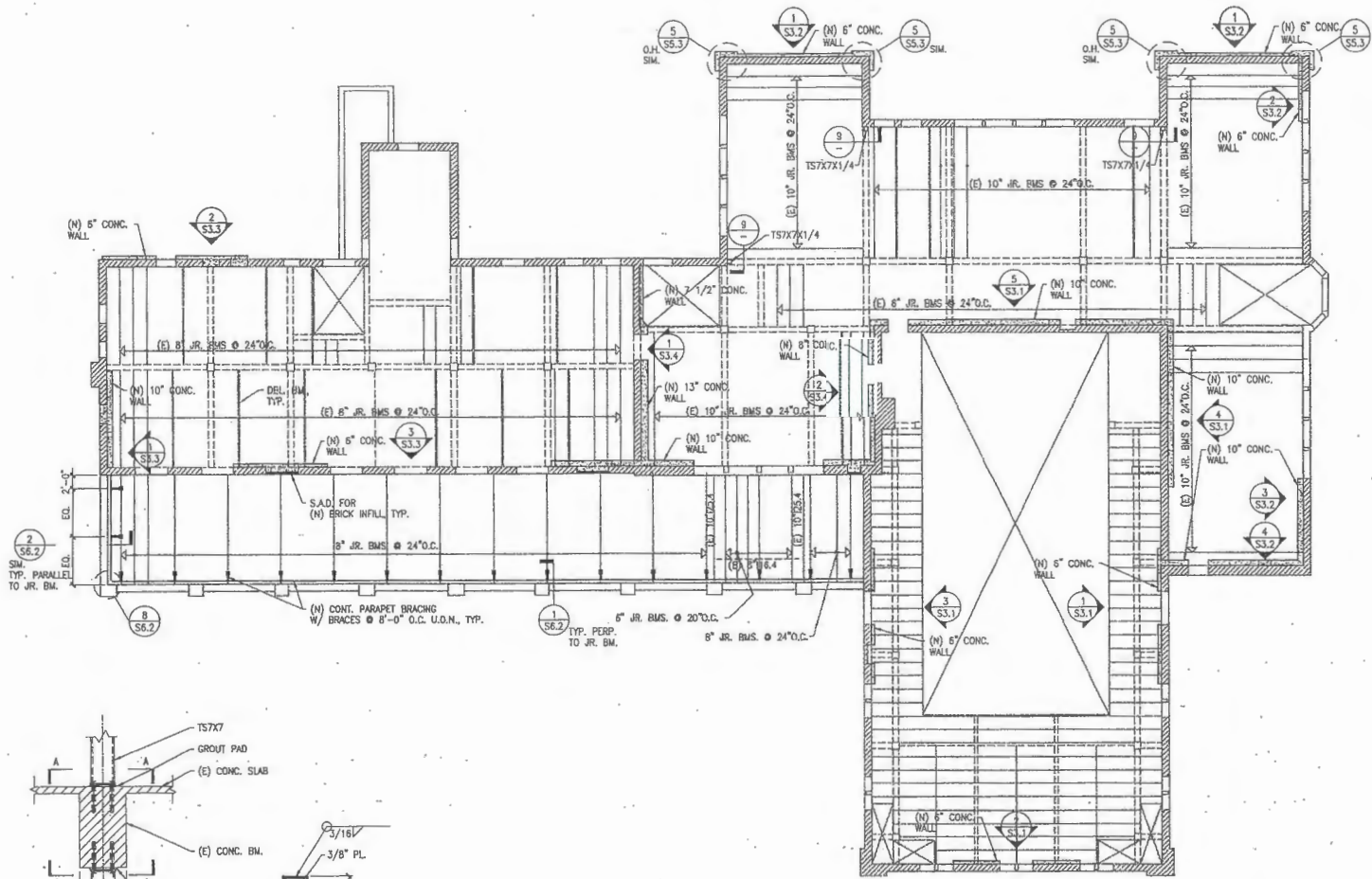
DATE: 3/15/98

REVISIONS:

FILED:

SHEET NO.:

S2.1



NOTE:
 LOCATE (E) REINF. PRIOR TO DRILLING FOR (N)
 ADHESIVE ANCHORS. DO NOT DAMAGE (E) REINF.

9 DETAIL
 N.T.S.

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SHEET CONTENT:
 SECOND FLOOR PLAN

SCALE: AS NOTED

DATE: 3/16/98

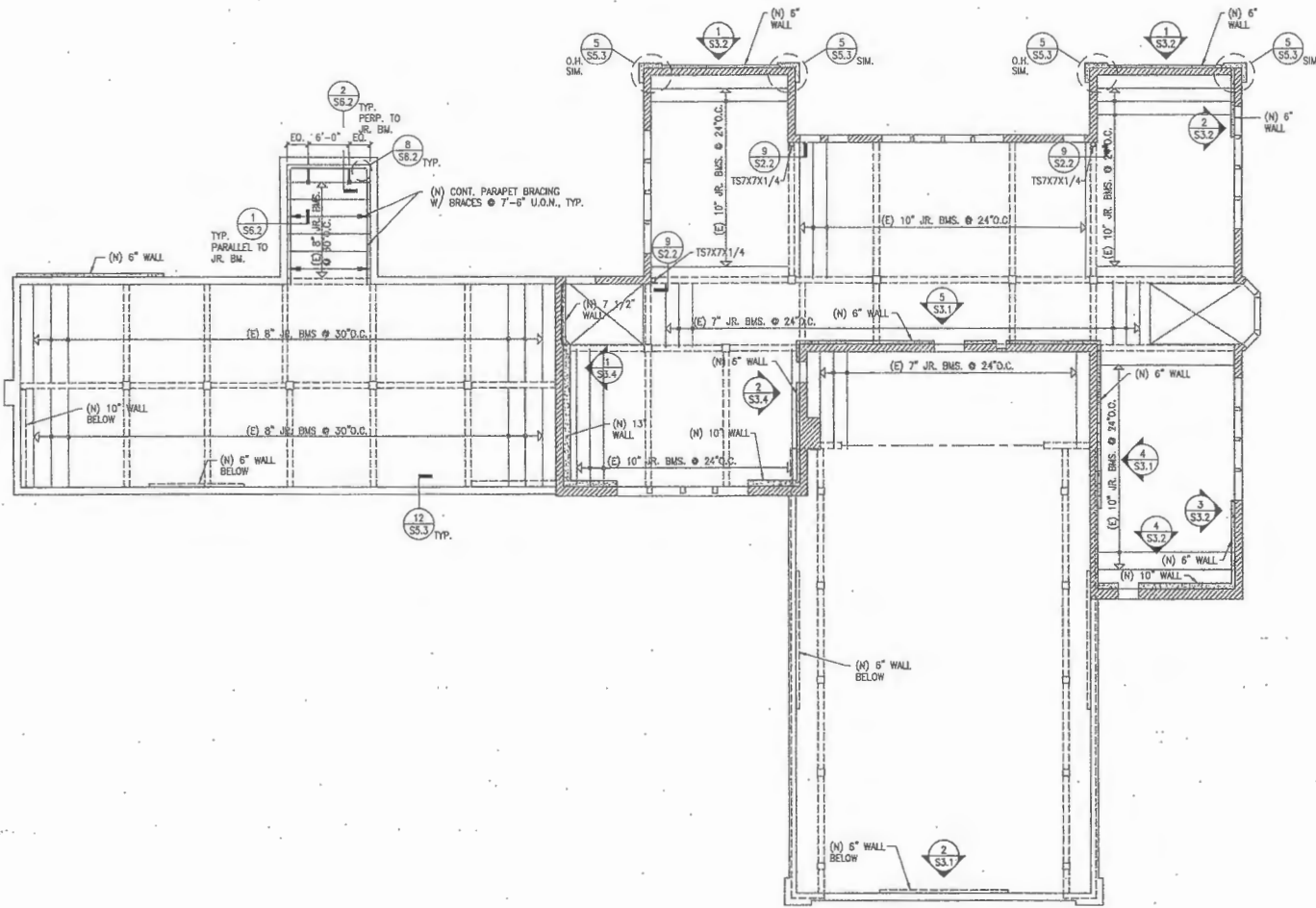
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FILE:

SHEET NO.:

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SHEET CONTENT:
THIRD FLOOR PLAN

SCALE: AS NOTED

DATE: 3/16/98

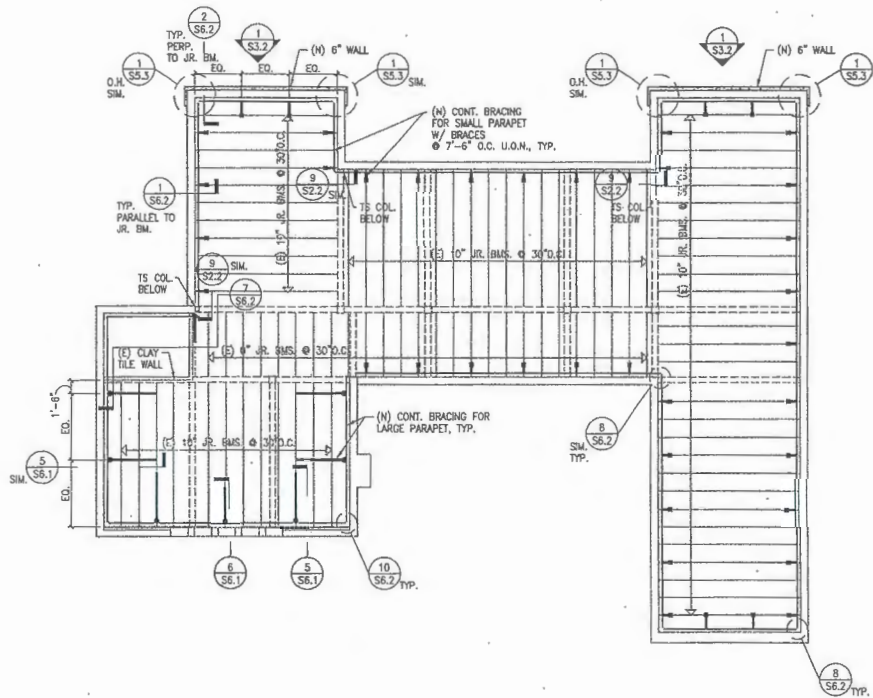
REVISIONS:

FILE:

SHEET NO.:

S2.3





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CONVENT BUILDING**
1834 PLEASANT STREET
OAKLAND 94602



SHEET CONTENT:

ROOF PLAN

SCALE: AS NOTED

DATE: 3/16/98

REVISIONS:

FILE:

SHEET NO.:

S2.4



□ 5767 BROADWAY
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CONVENT BUILDING
2834 PLEASANT STREET
OAKLAND 94602



SHEET CONTENT:
SHEAR WALL
ELEVATIONS

SCALE: AS NOTED

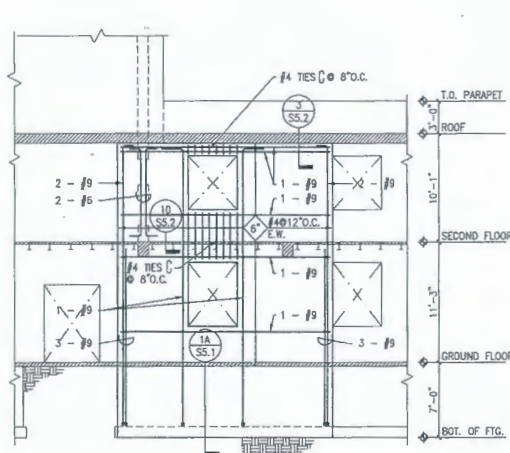
DATE: 3/16/98

REVISIONS:

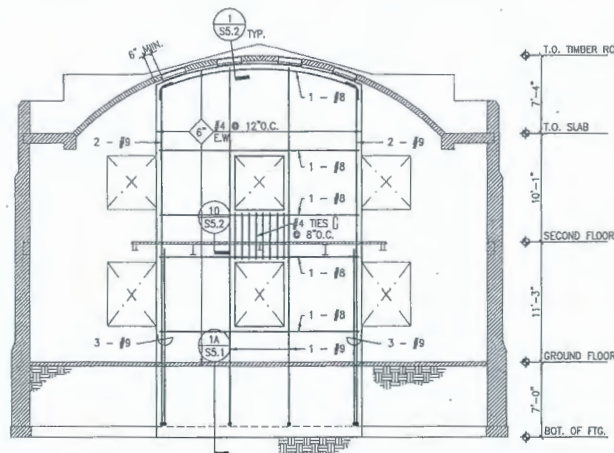
FILE:

SHEET NO.:

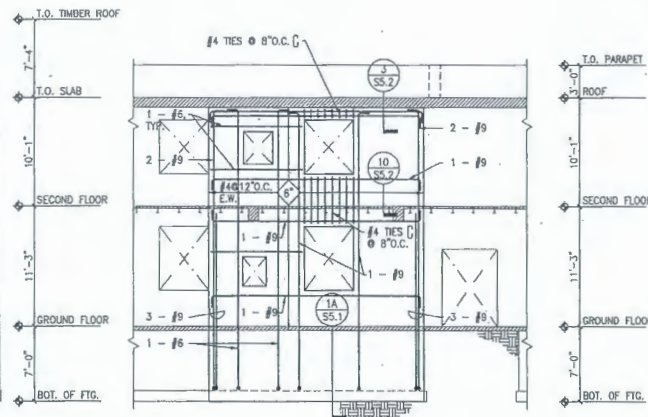
S3.1



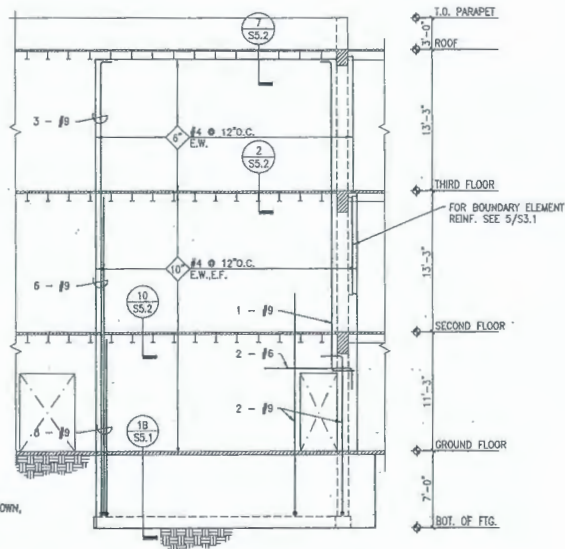
1 ELEVATION
3/16"=1'-0"



2 ELEVATION
3/16"=1'-0"

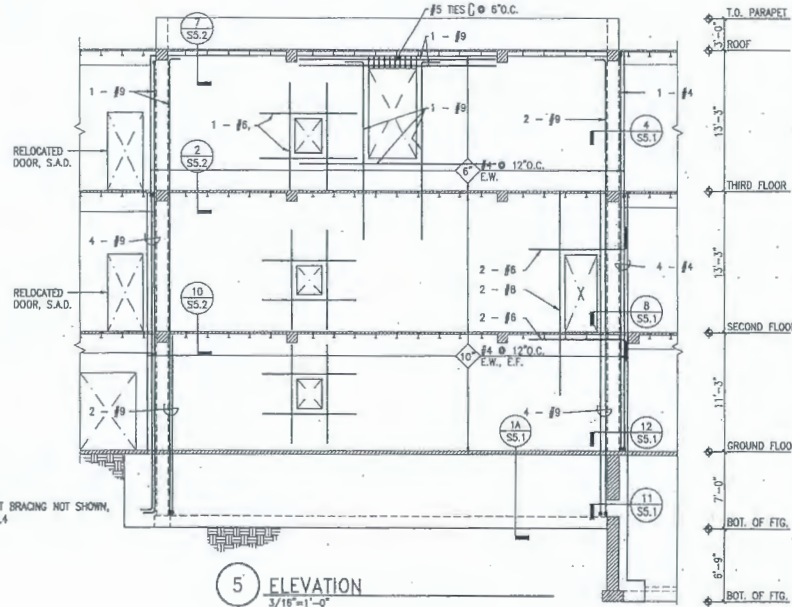


3 ELEVATION
3/16"=1'-0"



4 ELEVATION
3/16"=1'-0"

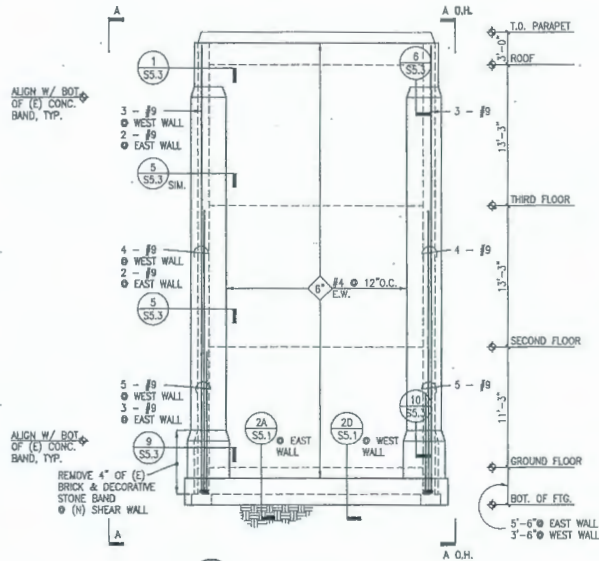
NOTE:
PARAPET BRACING NOT SHOWN,
SEE S2.4



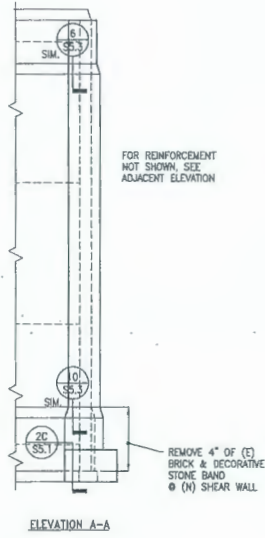
5 ELEVATION
3/16"=1'-0"

NOTE:
PARAPET BRACING NOT SHOWN,
SEE S2.4

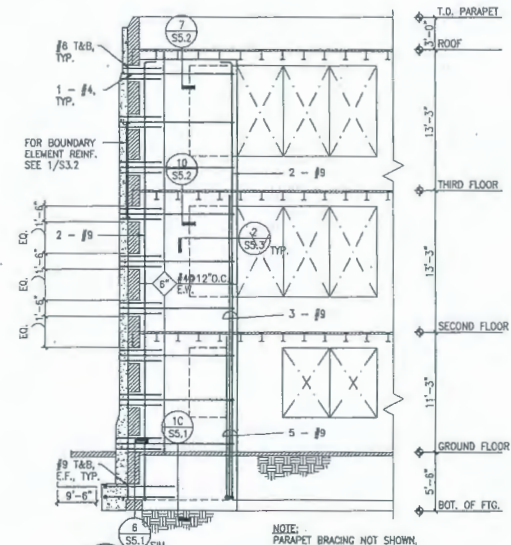
NOTE:
PARAPET BRACING NOT SHOWN,
SEE S2.4



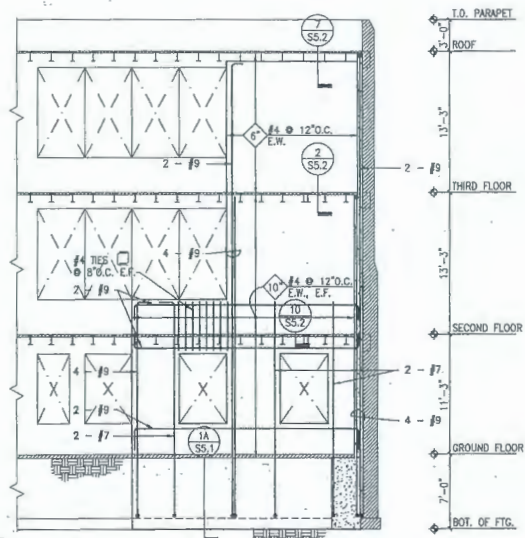
1 ELEVATION
3/16"=1'-0"



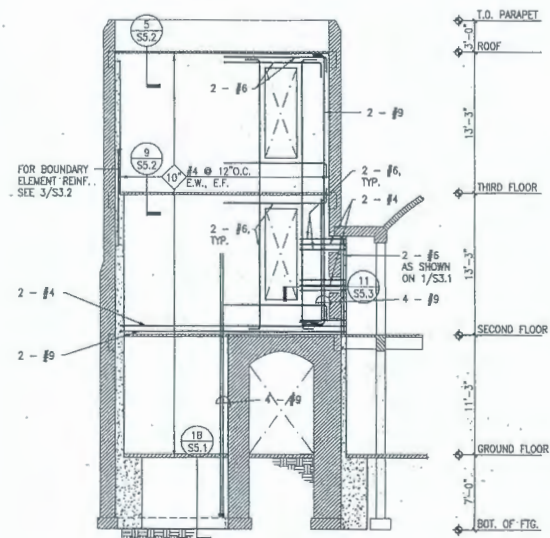
ELEVATION A-A



2 ELEVATION
3/16"=1'-0"



3 ELEVATION
3/16"=1'-0"



4 ELEVATION
3/16"=1'-0"

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SHEET CONTENT:
SHEAR WALL
ELEVATIONS

SCALE: AS NOTED

DATE: 3/16/98

REVISIONS:

FILE:

SHEET NO.:

S3.2

□ 3787 BROADWAY
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SHEET CONTENT:
SHEAR WALL
ELEVATIONS

SCALE: AS NOTED

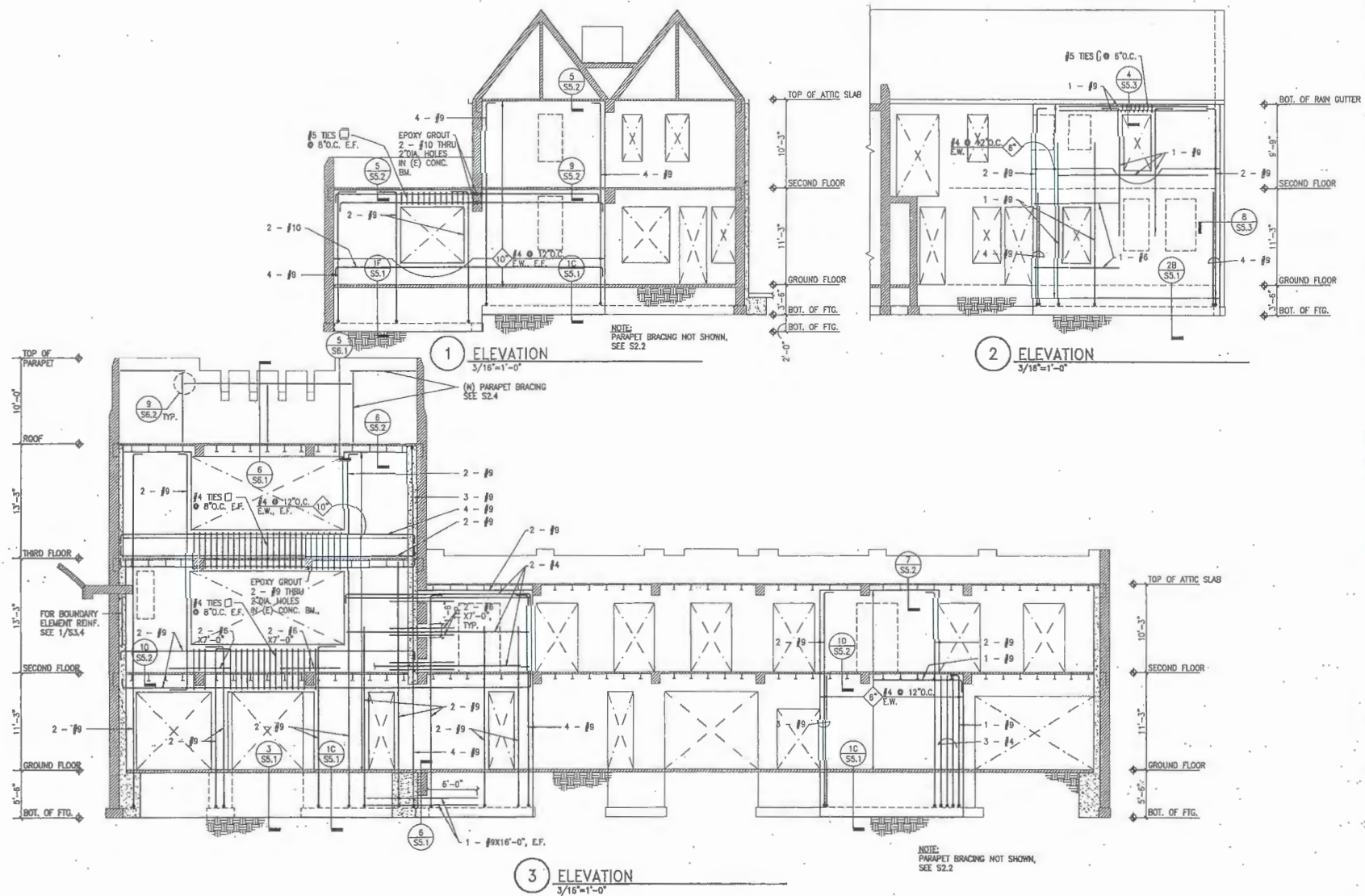
DATE: 3/16/98

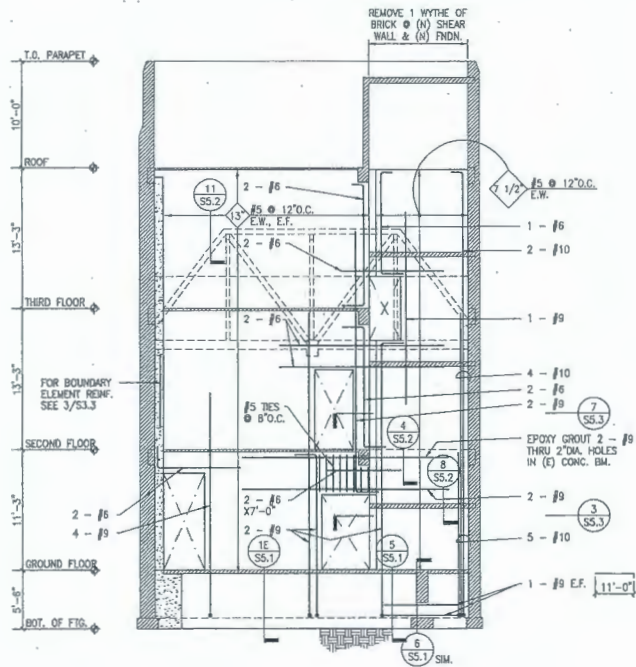
REVISIONS:

FILE:

SHEET NO.:

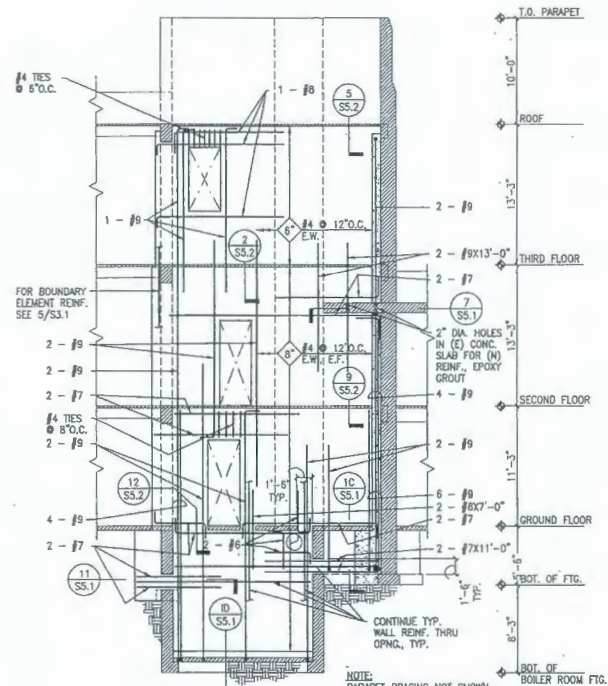
S3.3





NOTE:
PARAPET BRACING NOT SHOWN,
SEE S2.4

1 ELEVATION
3/16"=1'-0"



NOTE:
PARAPET BRACING NOT SHOWN,
SEE S2.4

2 ELEVATION
3/16"=1'-0"

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OAKLAND 94602



SHEET CONTENT:

SHEAR WALL
ELEVATIONS

SCALE: AS NOTED

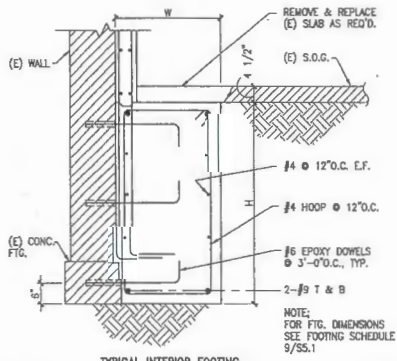
DATE: 3/16/88

REVISIONS:

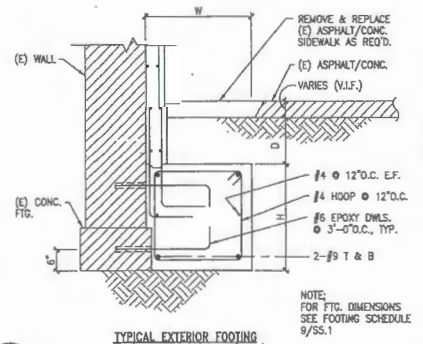
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SHEET NO.:

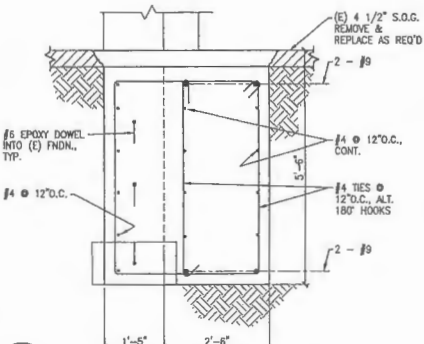
S3.4



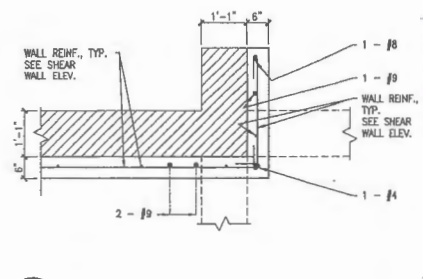
1 DETAIL
3/4"x1'-0"



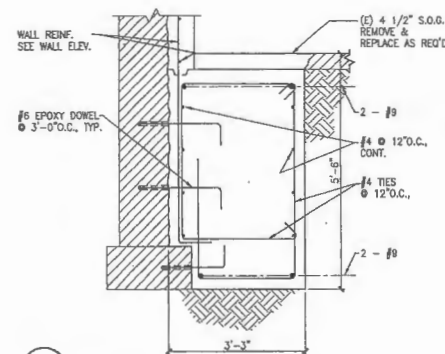
2 DETAIL
3/4"x1'-0"



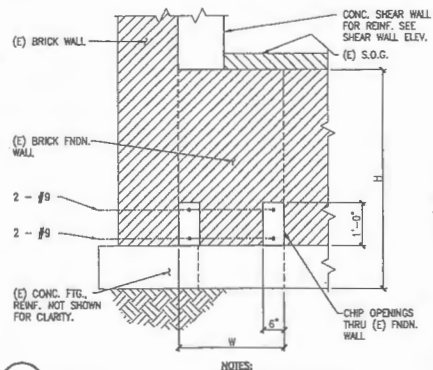
3 DETAIL
3/4"x1'-0"



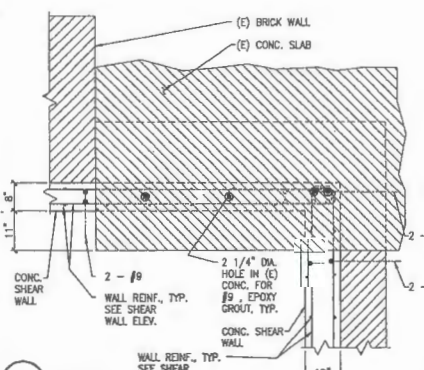
4 DETAIL
3/4"x1'-0"



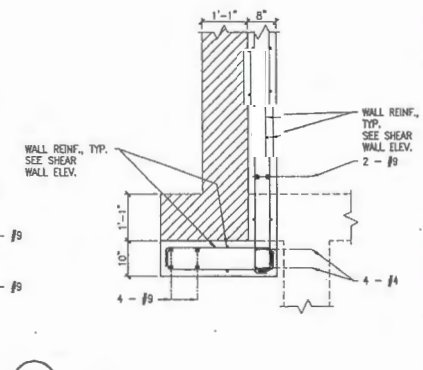
5 DETAIL
3/4"x1'-0"



6 DETAIL
3/4"x1'-0"



7 DETAIL
3/4"x1'-0"

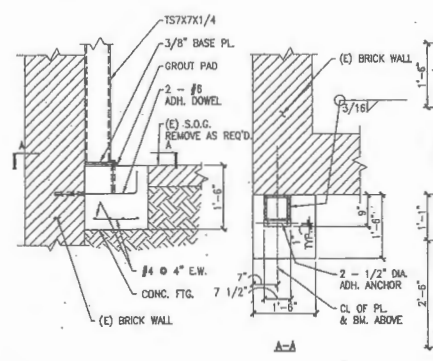


8 DETAIL
3/4"x1'-0"

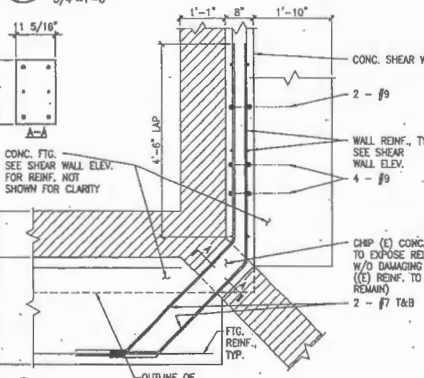
FOOTING	HEIGHT 'H'	WIDTH 'W'	DEPTH 'D'
1A	6'-7"	2'-6"	
1B	5'-7"	3'-0"	
1C	5'-1"	2'-8"	
1D	2'-0"	2'-6"	
1E	5'-1"	3'-0"	
1F	3'-1"	2'-6"	
2A	2'-6"	2'-6"	1'-6"
2B	2'-0"	2'-6"	0'-0"
2C	2'-6"	1'-6"	0'-0"
2D	2'-6"	2'-6"	0'-0"

NOTES:
1. FOR WALL REINFORCEMENT, SEE WALL ELEVATIONS.
2. SEE SCHEDULE FOR DIMENSIONS.
3. TWO CURTAIN WALL SHOWN, ONE CURTAIN WALL SIMILAR.
4. HEIGHT 'H' HAS BEEN ESTIMATED FROM ORIGINAL DRAWINGS. VERIFY FOUNDATION DEPTH AND NOTIFY ENGINEER.

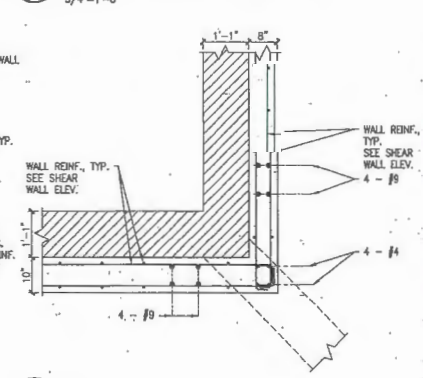
9 FOOTING SCHEDULE
N.T.S.



10 DETAIL
N.T.S.



11 DETAIL
3/4"x1'-0"



12 DETAIL
3/4"x1'-0"

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CONVENT BUILDING
1634 PLEASANT STREET
OAKLAND 94602



SHEET CONTENT:
DETAILS AND
FOOTING SCHEDULE

SCALE: AS NOTED

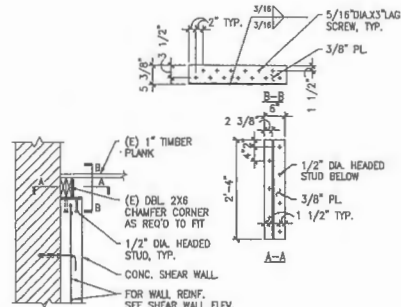
DATE: 3/16/98

REVISIONS:

FILE:

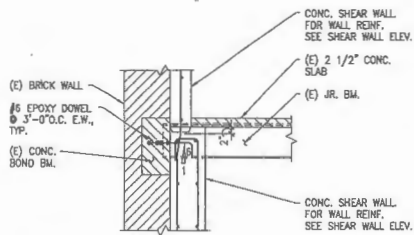
SHEET NO.:

S5.1



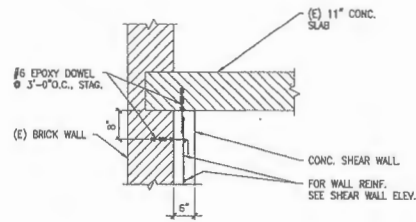
NOTE:
PLATES SHOWN AS STRAIGHT HERE FOR CLARITY.
BEND PLATES TO MATCH RADIUS OF (E) CURVE.

1 DETAIL
3/4"=1'-0"

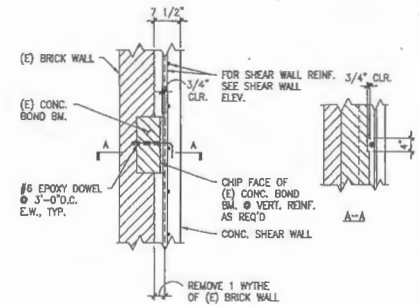


NOTE:
REMOVE (E) CONC. SLAB, BLOCKING & TIMBER FORM
SIM. TO 10/SS.2. NOT SHOWN HERE FOR CLARITY.

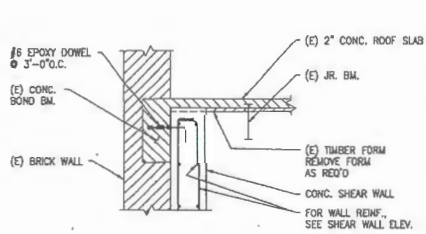
2 DETAIL
3/4"=1'-0"



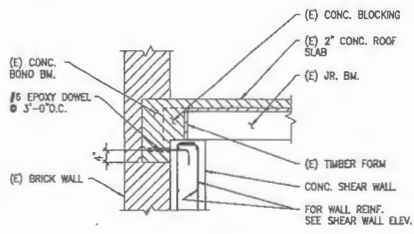
3 DETAIL
3/4"=1'-0"



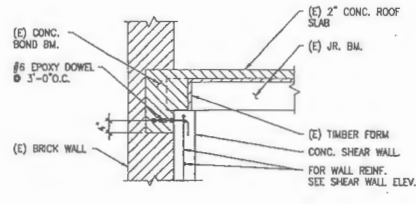
4 DETAIL
3/4"=1'-0"



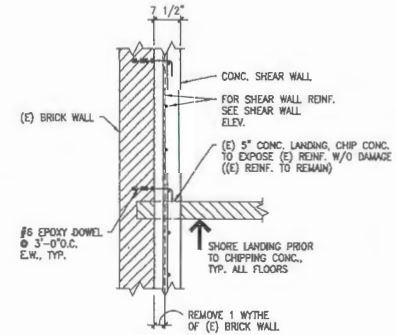
5 DETAIL
3/4"=1'-0"



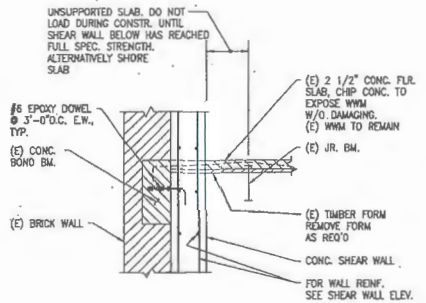
6 DETAIL
3/4"=1'-0"



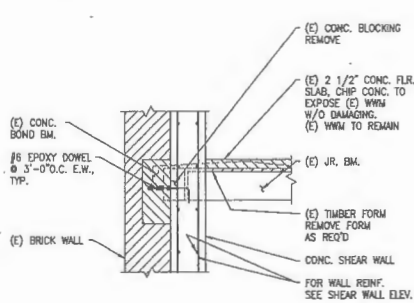
7 DETAIL
3/4"=1'-0"



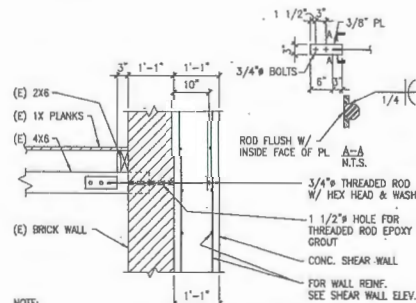
8 DETAIL
3/4"=1'-0"



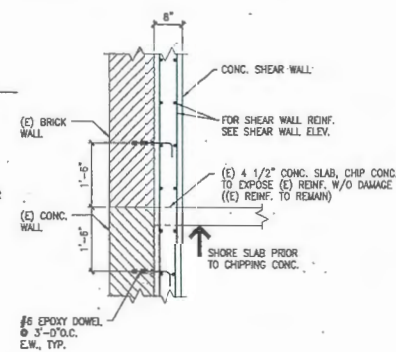
9 DETAIL
3/4"=1'-0"



10 DETAIL
3/4"=1'-0"



11 DETAIL
3/4"=1'-0"



12 DETAIL
3/4"=1'-0"

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OAKLAND 94602



SHEET CONTENT:

DETAILS

SCALE: AS NOTED

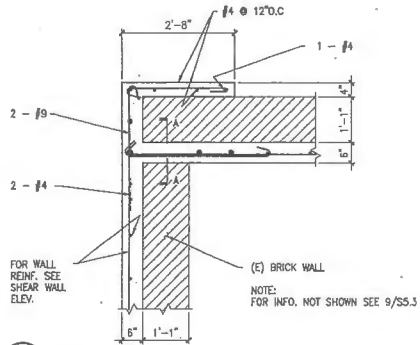
DATE: 3/15/98

REVISIONS:

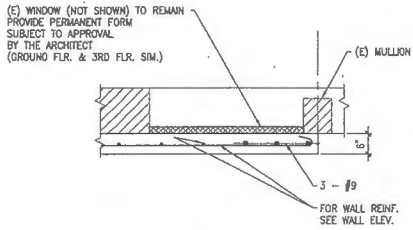
FILE:

SHEET NO.:

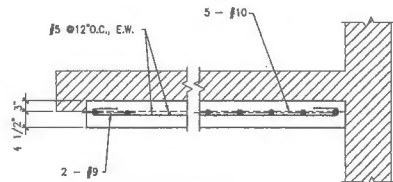
S5.2



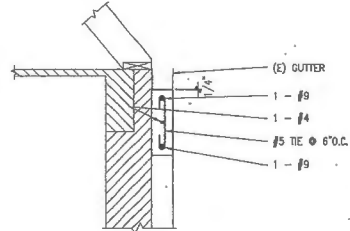
1 DETAIL
3/4"=1'-0"



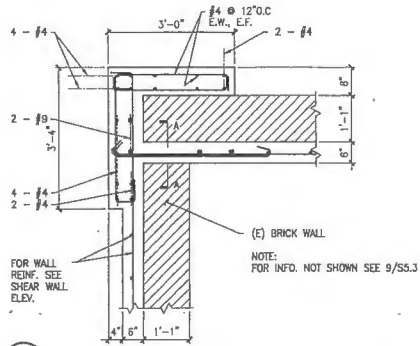
2 DETAIL
3/4"=1'-0"



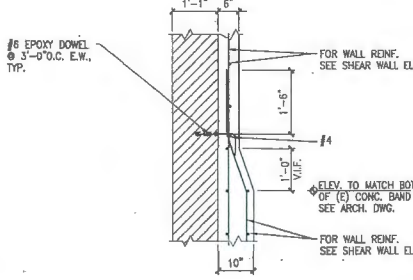
3 DETAIL
3/4"=1'-0"



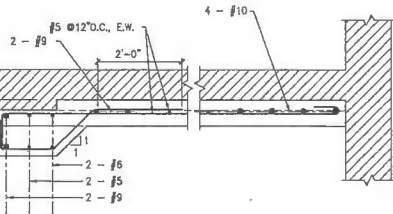
4 DETAIL
3/4"=1'-0"



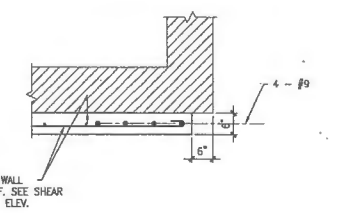
5 DETAIL
3/4"=1'-0"



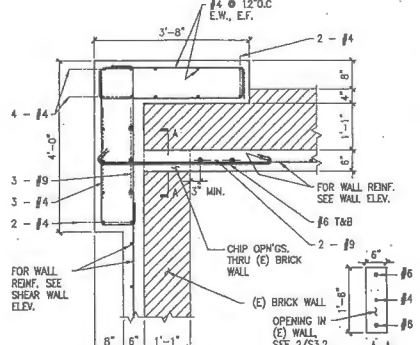
6 DETAIL
3/4"=1'-0"



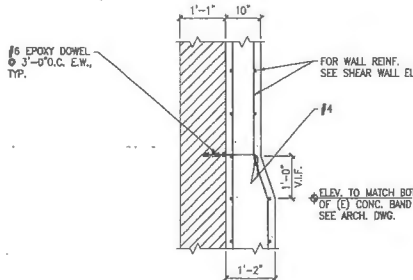
7 DETAIL
3/4"=1'-0"



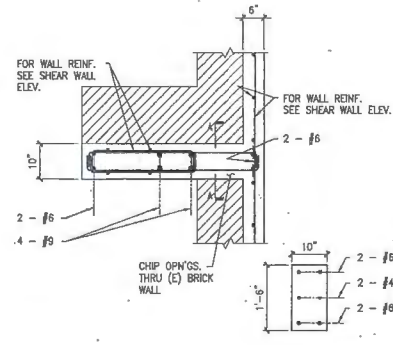
8 DETAIL
3/4"=1'-0"



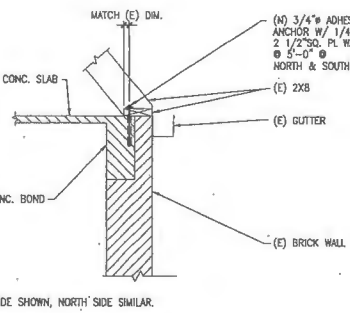
9 DETAIL
3/4"=1'-0"



10 DETAIL
3/4"=1'-0"



11 DETAIL
3/4"=1'-0"



12 DETAIL
3/4"=1'-0"

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SHEET CONTENT:
DETAILS

SCALE: AS NOTED

DATE: 3/18/98

REVISIONS:

FILE:

SHEET NO.:

S5.3