

**PENTERRA COMPANY INC.
2131 E 29TH ST. S
TULSA, OK 74114
918-749-6873**

August 8, 2016

Vanessa Cordier, REHS
Food and Consumer Protection Program
California State
Fax: 925-692-2502

Ms. Cordier,

It was brought to my attention on August 1 by the leasee Membere Aklilu, American Roadhouse Inc. that there was a problem in the Men's bathroom, smells and flies. I was also told that two contractors had examined the situation. I was not told their names. I then asked the firm Westgate Construction to check and report back to me on August 2, 2016. The report was frightening and definitely a health hazard. I then asked Westgate to examine the structure further and the report back indicated major plumbing leaks under the kitchen as well.

The lease contract places the responsibility for maintenance on the tenant, but because of previous work that was not done in a professional manner; I told the leasee that any major maintenance needed to be approved by me. Therefore I was notified August 1 by manager of Salutes and Membere to examine the situation and report to me.

On Friday August 5, 2016 I spoke with the officer on duty, Brejesh, with the Dept. of Health, State of California at 11:20 central time. I explained to him my concern about the health hazard and possible sickness that would result from this problem, of raw sewage being dumped on the ground. The officer said he would report it and it would be investigated. Unfortunately the repair will require some time and as there is damage to the wood flooring the structure and the concrete. I have sent a notice to the lease that I wish to terminate the month to month lease.

My major concern is the health hazard that this lack of proper maintenance has produced.

You may call me 918-749-6873 Penterra Company. Messages have been left with Contra Costa environmental health as well.

Sincerely,



Jacqueline K. Poe
President
Penterra Company Inc.

CC: Steve Cramer
CC: Nihal Habbas

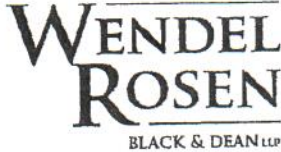
11. MAINTENANCE AND REPAIRS. Lessor shall maintain in good order, condition, and repair the sidewalks, driveways and parking areas in front of or adjacent to the Premises and the structural portions of the Premises, including the exterior walls and roof, unless such maintenance and repairs are caused by the act, neglect, fault or omission of the Lessee, its agents, servants, employees, invitees or licensees, in which case Lessee shall promptly and with all due diligence, at its own cost and option, pay to Lessor as additional rent the actual cost of such maintenance and repairs. Lessee has examined every part thereof and has received the same in good order and repair as when received, reasonable use and wear thereof and damage by Act of God excepted, and in good and safe condition, and shall make all repairs thereto and maintain and repair all equipment therein, including plumbing and heating installations. Lessee acknowledges that, as used herein, Premises includes FF&E and that as FF&E deteriorates with normal usage (and Lessee maintains proper maintenance and repair), Lessee shall replace same with new similar FF&E so as to maintain the overall quality of the FF&E.

Lessee agrees to replace immediately, at Lessee's cost and expense, all plate glass and windows and skylights broken or destroyed by accident or act of third parties or Lessee's agents or employees.

In the event that any alterations, additions, repairs or acts of any kind shall be required to be done in connection with the Premises or any part thereof, under the provisions of any law, ordinance or rule now in force or hereafter enacted by municipal, state or national authority, the same shall be made at the cost and expense of Lessee.

All repairs, alterations and improvements that may be required shall be done only with the written consent of Lessor first obtained by Lessee, but at the cost to Lessee, and unless otherwise provided by written agreement, all additions to, improvements and alterations of, the Premises, including FF&E, shall become the property of Lessor, and shall remain upon and be surrendered with the Premises.

Lessee agrees to maintain all landscaping surrounding the Premises, as well as keep the parking lot in reasonably clean condition.



1111 Broadway, 24th Floor
Oakland, CA 94607-4036

T: 510-834-6600
F: 510-808-4682

www.wendel.com
scramer@wendel.com

August 5, 2016

***U.S. FIRST CLASS MAIL AND
OVERNIGHT DELIVERY***

American Canyon Roadhouse, Inc.
1900 Esplanade Drive
Richmond, CA 94804

American Canyon Roadhouse, Inc.
c/o Menbere Aklilu, Agent for Service of Process
433 Dohrmann Lane
Pinole, CA 94564

Re: THIRTY (30) DAY NOTICE OF TERMINATION
Landlord: Penterra Company, a Oklahoma Corporation
Tenant: American Canyon Roadhouse, Inc.
Premises: 1900 Esplanade Drive, Richmond, CA 94804

TO: American Canyon Roadhouse, Inc. and All Other Occupants in Possession

This notice is given to you by Penterra Company, a Oklahoma Corporation (the "Landlord") regarding the premises located at 1900 Esplanade Drive, Richmond, California 94804 (the "Premises") leased by you under that certain Restaurant Lease dated June 11, 1993, as amended and assigned to you by the certain Assignment and Amendment of Lease (the "Lease"). Your current tenancy under the Lease is a month-to-month periodic tenancy (the "Tenancy"). The Landlord has authorized and directed us to deliver to you this Thirty (30) Day Notice of Termination ("Notice") concerning the Premises. This notice is given to you pursuant to the Lease and Civil Code section 1946.

Please take notice that any right, title or interest under which you lease, occupy, possess and/or use the Premises, including, but not limited to, any Tenancy pursuant to the Lease or otherwise, is hereby terminated as of the date thirty (30) days after service of this Notice upon you and you are required to quit and surrender possession of the Premises to the Landlord or its authorized agent on or before that date.

Please take further notice that this Notice is intended as a legal notice for the purpose of terminating any right, title or interest under which you lease, occupy, possess and/or use the Premises, including, but not limited to, any Tenancy pursuant to the Lease or otherwise, in accordance with California Civil Code section 1946. Your failure to comply with the terms of this Notice will lead to proceedings being initiated against you to recover possession of the Premises and also to recover damages and costs.

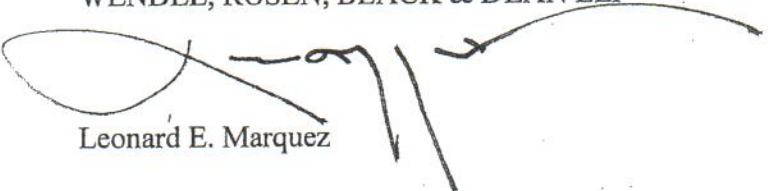
Please take further notice that state law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

This Notice is not intended as and does not constitute a waiver of any rights or remedies under the Lease or under any statute or law, with respect to any existing or future default. In particular, but without limitation, this Notice does not waive any right to recover any future Rent, repair costs, re-tenanting costs, attorneys' fees or other amounts to which Landlord may be entitled.

This notice supersedes that certain "30 Day of Lease Termination" dated August 5, 2016.

Very truly yours,

WENDEL, ROSEN, BLACK & DEAN LLP



Leonard E. Marquez

cc: Landlord



1111 Broadway, 24th Floor
Oakland, CA 94607-4036

T: 510-834-6600
F: 510-808-4682

www.wendel.com
scramer@wendel.com

August 5, 2016

***U.S. FIRST CLASS MAIL
OVERNIGHT DELIVERY***

American Canyon Roadhouse, Inc.
1900 Esplanade Drive
Richmond, CA 94804

Re: 1900 Esplanade Drive, Richmond, CA 94804

I represent Penterra Company and enclose my client's 30 day Notice of Termination.

Very truly yours,

WENDEL, ROSEN, BLACK & DEAN LLP



Steven J. Cramer

SJC/lac
Enclosure

PENTERRA COMPANY
an Oklahoma Corporation

August 5, 2016

U.S. First Class
Overnight Delivery

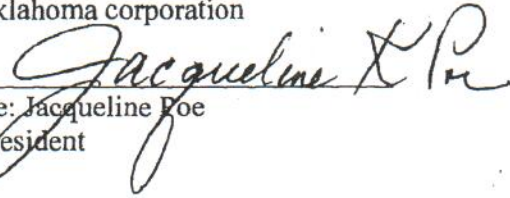
American Canyon Roadhouse, Inc.
1900 Esplanade Drive
Richmond, CA 94804

Re: 30 Day Notice of Lease Termination

Please refer to our Restaurant Lease dated June 11, 1993, as amended, relating to the premises located at 1900 Esplanade Drive, Richmond, Ca. (the "Lease")

We are now electing to terminate your tenancy under the Lease. This letter constitutes 30 days advance written notice of the Lease termination. Please make arrangements to surrender the premises on September 8, 2016.

Penterra Company,
an Oklahoma corporation

By: 
Name: Jacqueline Roe
Its President

COUNTY OF CONTRA COSTA
ENVIRONMENTAL HEALTH DIVISION

PASS

Salute at Marina Bay

1900 Esplanade Dr., Richmond

FACILITY NAME

FACILITY ADDRESS

This facility was inspected in accordance with the California Health & Safety Code and has passed the inspection conducted on:

6/28/16

Date

P. Ruiz

Environmental Health Specialist

A copy of the most recent inspection report is available for review upon request at this location. Searchable inspection information is available at



cchealth.org/eh, or use the QR code to download our free Restaurant Inspection app.



Marilyn C. Underwood, Ph.D., REHS
Environmental Health Director
Contra Costa County

PREVIOUS INSPECTION

Results of previous inspection conducted on: _____

Date

PASS CONDITIONAL PASS CLOSURE

For further information contact
Contra Costa Environmental Health
at 925-942-2500



THIS PLACARD IS THE PROPERTY OF CONTRA COSTA ENVIRONMENTAL HEALTH AND SHALL NOT BE REMOVED, COPIED OR ALTERED IN ANY WAY



RETAIL FOOD FACILITY OFFICIAL INSPECTION REPORT

Environmental Health Division

2120 Diamond Boulevard, Suite 200, Concord, CA 94520
 (925) 692-2500 FAX (925) 692-2502 (www.cchealth.org/eh)



DBA/Name: <u>Solute at Marina Bay</u>		Email:		Date: <u>8/5/16</u>	
Address: <u>1900 Esplanade Dr,</u>			City/Zip: <u>Richmond, 94804</u>		Program Record #: <u>920</u>
Owner/Operator: <u>Menbere Aklilu</u>		Person In Charge: <u>Menbere Aklilu</u>		Phone #: <u>(510)215-</u>	
Current Health Permit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Program Element: <u>0609</u>	Service Code: <u>004</u>	Time In: <u>1:35</u>	Time Out: <u>2:20</u>	Re-inspection Date (on or after):

A \$174/hr (1hr minimum) fee will be charged for verified complaints, to reopen facilities ordered closed, re-inspections for change of ownership or when violations noted during inspection are not corrected prior to the re-inspection date. Any or all violations may be posted on the Contra Costa Environmental Health Website.

Legal Actions:

<input type="checkbox"/> [17] C & D	<input type="checkbox"/> [16] Cease/Desist	<input type="checkbox"/> [78] Closure	<input type="checkbox"/> [07] Impoundment	<input type="checkbox"/> [22] Change of Ownership—not approved	<input type="checkbox"/> [10] Hearing Requested
<input type="checkbox"/> [14] Samples	<input type="checkbox"/> [21] Violations Abated	<input type="checkbox"/> [79] Re-Open	<input type="checkbox"/> [27] Impound Released	<input type="checkbox"/> [26] Change of Ownership—approved	

Violations

	Maj.	Min.	
1			<p><u>Complaint 0000 0228 :</u></p> <ul style="list-style-type: none"> - Nature of complaint: sewage spill inside facility. - Discussed complaint with owner, Menbere Aklilu, who informed me there was no plumbing or sewage issues within the facility. - In the kitchen met with Chef Fernando Aguiar, who pointed out all floor drains within the kitchen. - All floor drains including the drains below the 3 compartment sink, food prep sink, kitchen hand wash sink, and ice bins all appear to be draining properly. - Employee restroom, men's restroom, and women's restho all in good condition with functioning toilets and hand wash sinks. - Note: plumbing truck parked outside at neighboring facility which is currently under construction. - Invalid complaint. No further action required by this division.
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