

PLANNING COMMISSION
City of Campbell, California

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_jrIxXgyoREuoGZrXV9kf4w

After registration, you will receive a confirmation email containing information about joining the webinar. During the registration process, you will be asked if you would like to speak on any of the agenda items. Please provide detail on the items you would like to discuss.

June 23, 2020
Tuesday
7:30 p.m.
On-line Zoom Meeting

AGENDA

ROLL CALL

APPROVAL OF THE MINUTES June 9, 2020

COMMUNICATIONS

AGENDA MODIFICATIONS OR POSTPONEMENTS

ORAL REQUESTS

This is the point on the agenda where members of the public may address the Commission on items of concern to the Community that are not listed on the agenda this evening. People may speak up to 5 minutes on any matter concerning the Commission.

PUBLIC HEARINGS

- 1. PLN2019-234** Public Hearing to consider the application of Gordon Wong for an Administrative Planned Development Permit (PLN2019-234) to allow for the establishment of a small fitness studio and a Parking Modification Permit to allow a reduction in the number of required parking spaces at **85 Gilman Avenue** in the P-D (Planned Development) Zoning District. Staff is recommending that this item be deemed Categorical Exempt under CEQA. Planning Commission action final unless appealed in writing to the City Clerk within 10 calendar days. Project Planner: *Stephen Rose, Senior Planner*
- 2. PLN2019-176** Continued Public Hearing to consider the application of Nandini Bhattacharya and Buddhadeb Basu for a Variance (PLN2019-176) to allow a reduced side-yard setback to legalize an unpermitted accessory dwelling unit (ADU) on property located at **309 Redding Road**. Staff is recommending that this item be deemed Categorical Exempt under CEQA. Planning Commission action final unless appealed in writing to the City Clerk within 10 calendar days. Project Planner: *Daniel Fama, Senior Planner*.

REPORT OF THE COMMUNITY DEVELOPMENT DIRECTOR

ADJOURNMENT

Adjourn to the next regularly scheduled Planning Commission meeting of **July 14, 2020**, at 7:30 p.m., likely to be conducted using Zoom.

Americans with Disabilities Act (ADA)

In compliance with the Americans with Disabilities Act, listening assistance devices are available for meetings held in the Council Chambers. If you require accommodation to participate in the meeting, please contact Corinne Shinn at the Community Development Department, at corinnes@cityofcampbell.com or (408) 866-2140.

CITY OF CAMPBELL PLANNING COMMISSION

MINUTES

7:30 P.M.

TUESDAY

JUNE 9, 2020
REMOTE ON-LINE ZOOM MEETING

The Planning Commission meeting of June 9, 2020, was called to order at 7:30 p.m. by Chair Krey and the following proceedings were had, to wit:

ROLL CALL

Commissioners Present: Chair: Michael Krey
Commissioner: Adam Buchbinder
Commissioner: Stuart Ching
Commissioner: Nick Colvill
Commissioner: Terry Hines
Commissioner: Andrew Rivlin

Commissioners Absent: Vice Chair: Maggie Ostrowski

Staff Present: Community
Development Director: Paul Kermoyan
Senior Planner: Daniel Fama
Finance Director: Will Fuentes
Police Chief: Gary Berg
City Attorney: William Seligmann
Recording Secretary: Corinne Shinn

APPROVAL OF MINUTES

Motion: Upon motion by Commissioner Buchbinder, seconded by Commissioner Hines, the Planning Commission minutes of the meeting of February 11, 2020, were approved as submitted. Note that the meetings of February 25, March 10 and 24; April 14 and 28 were cancelled. (5-0-1-1; Vice Chair Ostrowski was absent and Commissioner Rivlin abstained).

COMMUNICATIONS

None

AGENDA MODIFICATIONS OR POSTPONEMENTS

Staff advised that two emails were forwarded on to the members of the Commission since the packet went out on Friday, June 6th. One pertaining to Item 1 (CIP 2021-2025) and the other pertaining to Item 2 (596 Emory)

ORAL REQUESTS

None

PUBLIC HEARINGS

Chair Krey read Agenda Item No. 1 into the record as follows:

1. **City-Initiated** Public Hearing to consider the **City of Campbell 2021-2025 Capital Improvement Plan (CIP)** for citywide projects for consistency with the Campbell General Plan. Staff is recommending that the project be deemed exempt under CEQA. Tentative City Council Meeting Date: June 25, 2019. *Project Planner: Daniel Fama, Senior Planner*

Mr. Daniel Fama, Senior Planner, provided the staff report. He advised that this is a yearly task for the Planning Commission to review the Annual CIP with a focused purview of finding that the projects of the CIP are consistent with the City's General Plan. He introduced Margarita Mendoza, Administrative Analyst, with the City Manager's Office.

Chair Krey asked if there were questions for staff.

Chair Krey said he understands that the CIP has 26 projects, 13 of which are carryovers and 13 that are new. He suggested that the new projects somehow be highlighted.

Commissioner Hines said that the desk item provided by Planner Fama by email yesterday provides that information.

Commissioner Buchbinder said he has concerns over the proposed purchase of a militaristic vehicle for the Police Department. He asked how often the PD's existing such vehicle is used.

Administrative Analyst Margarita Mendoza:

- Reported the more recent use that occurred when there was a hostage situation at the Denny's Restaurant on Bascom Avenue.
- Advised that Campbell PD needed to borrow equipment for that incident.
- Stated that this item is considered to be a critical public safety need.
- Added that the cost of this vehicle is spread out over four years via a lease purchase.

Commissioner Buchbinder said it was his understanding that the City secured its current such vehicle through the 1033 Program that provided free military equipment to cities.

Administrative Analyst Margarita Mendoza replied yes.

Commissioner Buchbinder stressed that it was important that this vehicle would not be used for public safety in the manner seen most recently throughout the nation during protests.

Administrative Analyst Margarita Mendoza said that the role of the Commission is to determine if the CIP projects conform to the General Plan. She added that Commissioner Buchbinder's concern is a policy issue.

Commissioner Buchbinder questioned how this vehicle serves the goal of public safety.

Planner Daniel Fama read Section 8.51.1A – Emergency Planning funding. He added that Chief Berg believes this vehicle serves that need to respond to emergency situations.

Commissioner Buchbinder also questioned the Harriet Avenue Sidewalks Project that claims to enhance street access to pedestrians and bicycles. He stated that he doesn't think it improves conditions for bicycles.

Planner Daniel Fama advised that there is a Bicycle & Pedestrian Advisory Committee that provides feedback to the City Council from a cyclist perspective that would likely review the project.

Commissioner Hines said he agrees with Commissioner Buchbinder.

Director Paul Kermoyan:

- Pointed out that Harriet Ave Sidewalks Project is an existing project that is expanding outward. It was already found to be consistent with the General Plan with earlier CIP review.
- Added that the CIP is a five-year plan. There are items for Year 1, Year 2, Year 3, Year 4 and Year 5.
- Reiterated that Harriet is already deemed consistent with the General Plan.
- Suggested that if anyone on the PC has a concern, they should contact Public Works Director Todd Capurso to express those concerns.
- Concluded that the are valid.

Commissioner Buchbinder pointed out that this CIP is reviewed under the existing General Plan. The General Plan is currently under revision/update and will come before this Commission in the near future.

Director Paul Kermoyan agreed. He said that the draft was just circulated to the GPAC (General Plan Advisory Committee). The Planning Commission will see it later this year.

Commissioner Rivlin questioned the alternatives offered with the Measure O project. If Measure O funds are not used for what they were voted in for, those funds can't be used otherwise. What happens if it doesn't move forward?

Administrative Analyst Margarita Mendoza deferred to the Finance Director Will Fuentes who is also present this evening. She agreed that the obligation is to spend the Measure O funds as voters approved. She added that not doing it may not need to be offered as an alternative.

Finance Director Will Fuentes assured the Commission that the funds must be spend as voted. There is no alternative.

Administrative Analyst Margarita Mendoza suggested deleted that alternative.

Commissioner Rivlin said he would support that removal. It would make it clearer.

Commissioner Hines said he has four comments:

- Expressed the abiding commitment on the part of the Chamber of Commerce, of which he is a member, that "Black Lives Matter!"
- Stated his total support for the variety of items within the CIP intended for the Police Department. It is important to have those items.
- Reminded that a number of steps have already been taken in terms of future plans for City Hall. He stressed the need to make sure that budgets are not thrown out with Measure O. We must make sure we're not going to throw them out.
- Stated that an important issue to consider is how Campbell will address COVID-19 moving forward until a vaccine is developed, which made be within a year or so.
- Added that other viruses will come along in the future as well. We need a clear understanding on how we will address that important issue moving forward.
- Supported the idea of sending comments on to Council.

Chair Krey said that seems to be the general discussion on the part of the Commission.

Director Paul Kermoyan suggested Chair Krey open the public hearing to see if there are members of the public with comments about the CIP and its projects.

Chair Krey first asked if there are any further questions of staff.

Commissioner Ching:

- Said he too questions whether the proposed purchase of a militarized rescue vehicle truly meets the citizens' needs.
- Asked how exactly that conclusion was determined in this current situation with protests nationwide. How does it improve the feeling of safety within the community?
- Suggested that some in the community would feel unsafe with such a vehicle.
- Admitted that Campbell's Police Department is a great one.

Chief Gary Berg, Campbell Police Department:

- Stated that he is disappointed that anyone has the belief that this vehicle makes the community less safe.
- Reported that the 90's 1033 Program vehicle is routinely used by the Department's SWAT Team for regular monthly training.
- Informed the Commission that PD needs for its officers to have a way to resolve such situations.
- Reminded that the Denny's hostage situation lasted for 11 hours. We didn't have a vehicle and had to borrow one using mutual aid.
- Stressed that this is a commonly used armored vehicle used by law enforcement. Such a vehicle helped resolve the Denny's situation. Such vehicles are used for a lot of training and tactical situations.
- Said that it is important to provide his officers with the appropriate tools and equipment.
- Admitted that while he understands the bigger conversation being had right now his concentration is on safety in Campbell.
- Concluded that this armored vehicle will be available for use in rescuing citizens and keeping his officers safe in doing so. This vehicle is definitely a "need" for this community.

Commissioner Ching:

- Said that this Commission is questioning how such a purchase meets the needs of the citizens of Campbell. How do we know that? What evidence supports this equipment is required?
- Questioned whether this community may have not changed its view due to the current events going on.
- Pointed out that it is a \$250,000 purchase.
- Reiterated that the Commissioners purview is to find all projects contained within a CIP can be found as consistent with the City's General Plan.
- Admitted that he is not so convinced.

Chief Berg:

- Replied that the number one need of a community is for its residents to be safe. Public safety is a priority.
- Added that PD needs to prepare to keep this community safe.
- Said that his role is making sure we have the tools and training necessary to serve our community.
- Stated that should an event come up we need to be prepared.
- Pointed out that how people feel about this vehicle is a subjective question, but he knows that people want to feel safe.

Commissioner Colvill

- Stated that a great discussion is happening here in determining how the CIP fits with the provisions of the General Plan.
- Pointed out that police are also members of our community. Their safety is also very important.
- Said his only question is about where they line up between the estimated cost and actual costs. He asks about the accountability with the numbers.

Finance Director Will Fuentes:

- Stated that the CIP represents a total amount and not by individual project.
- Added that he could have a CIP Update prepared on each project showing what has been spent and what was approved. That would represent a new CIP-type of report that would show detail Commissioner Colvill is requesting.

Commissioner Colvill thanked Finance Director Will Fuentes and asked how the Commission should go about asking management to put that report together.

Director Paul Kermoyan:

- Cautioned that the Commission often tends to venture off topic during these annual reviews of the CIP. The role is to find projects consistent with the General Plan and that's all.
- Added that on the other hand, as individual members of the community, any member of this Commission can approach the Council directly to submit such a request.
- Reiterated that the purpose of this meeting is to focus on the correlation of each included project with the stated policies of the General Plan as they pertain to each project.
- Warned that the Commission is not her to discuss Police Department's need for body armor/vehicle or ammo for their guns.
- Added that the concern raised about the merit of the Harriet Sidewalk Project is limited as to whether the project serves to assist in mobility within the area. We are using the broad brush of the General Plan to ensure that all items included are conforming to the General Plan itself.
- Stated that he would reach out to Finance Director Will Fuentes about the possibility of additional reporting for the public's purpose.

Commissioner Hines thanked Chief Berg and his department for their service to the community.

Commissioner Buchbinder:

- Admitted that he is concerned that if the proposed armored vehicle is not because it might be used to perform a hostage rescue or active shooter situation but rather whether it might ever be used to disperse crowds.

Chief Berg:

- Reported that there are very detailed policies and procedures in place that dictate how police resources are to be used; when they are authorized to be used; and who is authorized to use the equipment.
- Admitted that there could be the potential need at some point for crowd control to occur under approved guidelines and policies if deemed necessary.
- Stated that he is proud of the work of our Police Department.
- Added that he understands that important issues have recently come to the forefront nation-wide and assured that the operational aspects of Campbell Police Department are based upon legal advice, training and years of experience.
- Reminded that tonight's discussion requires the Commission to decide if the CIP items are consistent with the General Plan.

- Said that the projects include the purchase of armored vehicle equipment to appropriately serve our City and provide the safety you deserve. He reminded that there are a variety of uses for such a vehicle and policies for uses.
- Agreed that discussions are valid right now and important conversations to have.

Chair Krey opened the Public Hearing for Agenda Item No. 1.

There were no speakers waiting on Zoom to address this CIP.

Chair Krey closed the Public Hearing for Agenda Item No. 1.

Chair Krey:

- Said that the discussion was good with good and valid questions being raised.
- Added that all members of the Commission did a good job.
- Stated that the question remains if the proposed CIP 2021-2025 conforms to the General Plan.
- Pointed out that priorities for policing are changing everywhere.

Commissioner Ching:

- Stated that all projects of the CIP are consistent, but he has a problem with the proposed Bearcat armored vehicle that is included.
- Admitted, however, he does not feel qualified to say if it is right for us to have one.
- Said that we may need more or may not need it at all.
- Suggested we pause and think about this further. Perhaps go back to Council within a public forum for further discussion.

Commissioner Hines:

- Stated his support for the comments of Commissioner Colvill and Chief Gary Berg.
- Added that Chief Berg has a life-long career and commitment to policing.
- Said that he fully supports the proposed Bearcat and accepts to move it forward as part of the CIP.
- Cautioned that there is no line-item veto offered to the Commission on the CIP.

Motion: **Upon motion of Commissioner Colvill, seconded by Commissioner Hines, Planning Commission adopted Resolution No. 4561 forwarding its Determination that the 2021-2025 Capital Improvement Plan (CIP) is consistent with the Campbell General Plan, by the following roll call vote:**

AYES: **Buchbinder, Colvill, Hines, Krey and Rivlin**

NOES: **Ching**

ABSENT: **Ostrowski**

ABSTAIN: **None**

Chair Krey advised that this item would be Considered by the City Council at its meeting of June 25, 2020.

Director Paul Kermoyan pointed out to the Commission that their individual comments will be reflected in the minutes of this meeting and conveyed to Council.

Chair Krey read Agenda Item No. 2 into the record as follows:

2. **PLN2019-215** Public Hearing to consider the application of Antje Paiz for a Site and Architectural Review Permit (PLN2019-215) to allow the construction of an approximately 3,800 square-foot one-story single-family residence and an increase to the allowable fence height, on property located at **596 Emory Avenue**. Staff is recommending that this item be deemed Categorical Exempt under CEQA. Planning Commission action final unless appealed in writing to the City Clerk within 10 calendar days. Project Planner: *Daniel Fama, Senior Planner*.

Mr. Daniel Fama, Senior Planner, provided the staff report.

Chair Krey asked if there were questions for staff.

Commissioner Buchbinder asked why there are fence height limits in general and if they exist why is more flexibility being recommended here.

Planner Daniel Fama:

- Replied that the standard fence height is six feet for rear and side fencing.
- Added that as a fence approaches the front setback distance, it must reduce to no more than 3.5 feet.
- Reported that there are more frequent requests for expanded heights, but most are approved at staff level if both property owners sharing that fence agree.
- Explained that Campbell Village wanted to create a 7-foot height by right and incorporated that in their neighborhood plan.

Commissioner Buchbinder said it seems like there must be a balance between the need for privacy and not create a fort-like appearance.

Commissioner Ching provided the Site and Architectural Review Committee report as follows:

- Advised that the key notes from SARC have been provided in the staff report.
- Stated that this proposal was seen as good design. It is modern but single-story. It fits within the San Tomas Area Neighborhood Plan.
- Concluded that there were no issues and this project is excellent.

Commissioner Hines:

- Stated that this home design is a good fit. They are not pushing standards.
- Reported that this applicant spoke with the neighborhood association (STACC – San Tomas Area Community Coalition) leaders and they support this proposal.

- Said that the new owners want to be a part of the community.

Chair Krey opened the Public Hearing for Agenda Item No. 2.

Antje Paiz, Project Architect & Applicant:

- Reported that this is her first project in Campbell, and she has been working with her clients for about a year developing this final plan.
- Advised that a lot of their decisions were guided by the site itself.
- Said that this building has a clean line. It is informal and inviting and not pretentious.
- Stated her hope that the Planning Commission would support this project.

Mr. & Mrs. O'Brien, Property Owners:

- Said that they have nothing to add to their architect's comments.
- Stated that their last meeting (SARC) occurred about three months back and they are hoping to get to the point of securing their building permits.
- Shared that they are happy to be joining the Campbell Community.

Chair Krey closed the Public Hearing for Agenda Item No. 2.

Commissioner Colvill:

- Said that he is a neighbor of this area.
- Pointed out that this property backs onto the percolation ponds behind. It can be noisy back there.
- Said that this fence height is important for both privacy and sound attenuation.

Chair Krey:

- Stated his agreement with the SARC report. This home incorporates a nice design.
- Said that the support from STACC was good to see.
- Described this home design as somewhat Eichler-like. It fits in. It is unique.
- Concluded that there is no reason why the San Tomas Neighborhood cannot have a nice modern design constructed within it.

Commissioner Rivlin said that he is supportive as this home fits nicely in this neighborhood and community.

Commissioner Buchbinder:

- Stated that he is in support and likes the way this house looks.
- Added that it will be a beautiful house and thanked the project architect for its design.

Motion: **Upon motion of Commissioner Colvill, seconded by Commissioner Ching, the Planning Commission adopted Resolution No. 4562 approving a Site and Architectural Review Permit (PLN2019-215) to allow the construction of an approximately 3,800 square-foot one-story single-family residence and an increase to the allowable fence height on property located at 596 Emory Avenue, by the following roll call vote:**

AYES: **Buchbinder, Ching, Colvill, Hines, Krey and Rivlin**

NOES: None
ABSENT: Ostrowski
ABSTAIN: None

Chair Krey advised that this action is final unless appealed in writing to the City Clerk within 10 calendar days.

REPORT OF THE COMMUNITY DEVELOPMENT DIRECTOR

Director Paul Kermoyan provided the following updates to his written report:

- Reported that the City Council has been working to help businesses within the community.
- Said that at its last meeting, Council discussed how best to work with the business community in recovery.
- Advised that as of Friday, June 5th, restaurants would be able to offer outdoor dining.
- Explained that the City Council has directed staff to allow some flexibility of the City's zoning standards.
- Informed that staff has been working with businesses since last Friday to help them expand outdoor dining without requiring permits and allowing relaxation of codes that normally apply.
- Said that with this expansion, restaurants will be allowed to expand their outdoor seating beyond their storefronts.
- Added that staff will meet with the Downtown Campbell Business Association to discuss the logistics for allowing outdoor dining to occur on public parking lots and parks.
- Suggested that the Commission "stay tuned" and concluded that he is available for questions.

Commissioner Hines thanked Council and staff for this help for businesses.

Director Paul Kermoyan:

- Pointed out that lots is changing. Zooming these meetings is the new "normal" for now.
- Assured that City Hall is fully functioning, and the Community Development Department's divisions are operating the permitting process on-line since the beginning of May through now.
- Added that the demand is high, and we are super-swamped. Again, everything is done on-line. We've taken in about \$500,000 in permit fees representing a good time of recovery.
- Reiterated that both SARC and PC will continue to meet via Zoom but will one day be back in the Council Chambers for public in-person meetings.

Commissioner Ching said great job.

Director Paul Kermoyan said that a lot of credit is due to both Senior Planners, Daniel Fama and Stephen Rose.

Commissioner Hines suggested that some form of How to Zoom Handout be prepared to facilitate new users to Zoom on-line meetings.

Commissioner Rivlin said that those interested in attending/participating have to pre-register.

Chair Krey said that it is pretty easy.

Commissioner Hines encouraged more assistance be provided.

Commissioner Buchbinder pointed out that while attending the Planning Commission Academy in March, he learned that a Planning Commission can initiate changes to the Zoning Code. He asked for that potential to be agendaized for a future meeting and discussion.

Director Paul Kermoyan agreed that it is within the Municipal Code that the Commission can initiate an amendment. However, if it involves money and staff time, the proposed amendment would be sent to Council to see if it matches their current priorities.

Commissioner Buchbinder:

- Said his first area of interest for change the parking standard to lower required parking within areas near mass transit.
- Said that he'd like to see this option discussed for both residential and commercial uses close to transit.

City Attorney William Seligmann advised that the first step is for this topic to be placed on a future Planning agenda.

Commissioner Buchbinder said he would like to do that.

Commissioner Colvill said he would second that if it was a motion.

Chair Krey said he's not sure about Council's priorities and would suggest a joint meeting with Council as a first step to get their input.

Commissioner Buchbinder restated that the Municipal Code allows us (PC) to initiate such a change.

Motion: **Upon motion of Commissioner Buchbinder, seconded by Commissioner Colvill, the Planning Commission took minute action to request that staff place a discussion item on a future Planning Commission Agenda to allow for the discussion of proposing parking modifications for sites located near transit, by the following roll call vote:**

AYES: **Buchbinder, Ching, Colvill, Hines, Krey and Rivlin**

NOES: None
ABSENT: Ostrowski
ABSTAIN: None

Commissioner Buchbinder:

- Advised that another topic that he'd like to see agendized is the consideration of a five-year deferment of the enforcement of any Zoning Code violations against existing non-conforming accessory dwelling units (ADUs) for a five-year period.
- Explained that such a State-wide deferment currently exists deferring Building Code enforcement of existing ADUs for a five-year period.

Motion: Upon motion of Commissioner Buchbinder, seconded by Commissioner Colvill, the Planning Commission took minute action to request that staff place a discussion item on a future Planning Commission Agenda to allow for the discussion of proposing a five-year Zoning Code deferment for enforcement of existing non-conforming ADU's, by the following roll call vote:

AYES: Buchbinder, Colvill and Rivlin
NOES: Ching, Hines and Krey
ABSENT: Ostrowski
ABSTAIN: None

Without a majority vote, this motion failed.

Commissioner Colvill commended Commissioner Buchbinder for bringing these ideas forward. He both appreciated and thanked him for that effort.

Commissioner Hines:

- Said he totally agrees with Commissioner Colvill's comments about the importance of the PC being able to bring up new business items. That is despite the fact that he personally voted against the motions this evening.
- Explained that he feels that there are currently other higher priority issues for the City to deal with including how to address the response to the COVID-19. A focus on that is an immediate and vitally important issue.

ADJOURNMENT

The Planning Commission meeting adjourned 9 p.m. to the next Regular Planning Commission Meeting of **June 23, 2020**, which will be conducted on Zoom.

SUBMITTED BY: _____
 Corinne Shinn, Recording Secretary

APPROVED BY: _____
 Michael Krey, Chair

ATTEST: _____
 Paul Kermoyan, Secretary

RESOLUTION NO. 4561

BEING A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CAMPBELL DETERMINING THAT THE **2021-2025 CAPITAL IMPROVEMENT PLAN (CIP)** IS CONSISTENT WITH THE CAMPBELL GENERAL PLAN.

After notification and public hearing, as specified by law and after presentation by the Community Development Director, proponents and opponents, the hearing was closed.

The Planning Commission finds as follows with regards to the 2021-2025 CIP:

1. Government Code Section 65103(c) and 65403(c) requires the City's "planning agency" to annually review its Capital Improvement Plan (CIP) for its consistency with the City's General Plan and any applicable specific plans at least 60 days prior to its adoption.
2. Campbell Municipal Code Section 21.54.020 specifies that the Planning Commission, amongst other organs of the City, constitute the City's "planning agency," as defined by Government Code Section 65100.
3. The City of Campbell does not have any adopted specific plans as defined by California Government Code Sec. 65451.
4. The Planning Commission has reviewed the identified projects and appropriations that constitute the proposed 2021-2025 Capital Improvement Plan, as contained within the administrative record.
5. The Planning Commission found that the new projects and appropriations identified in the proposed 2021-2025 Capital Improvement Plan further and/or are supported by the following General Plan Policies and Strategies:

Land Use and Transportation

- Policy LUT-1.2: Regional Land Use and Transportation Planning: Promote integrated and coordinated regional land use and transportation planning.
- Strategy LUT-1.3d: Regional Off-Road Bicycle and Pedestrian Paths: Cooperate with surrounding communities and other agencies to establish and maintain off-road bicycle and pedestrian paths and trails utilizing creek, utility, and railroad right-of-way that are safe, convenient and visible for commuting and recreational use.
- Policy LUT-2.1: Multi-modal Transportation: Develop and implement a multi-modal transportation network that balance transportation options aimed at reducing automobile traffic and greenhouse gas emissions while promoting healthier travel alternatives for all users
- Strategy LUT-2.1b: Bicycle Plan Implementation: Use the development review process and the Capital Improvement Program to identify opportunities to implement bicycle connections, parking, storage and other related improvements.
- Strategy LUT-2.1h: Pedestrian Plan: Develop and implement a pedestrian plan that is safe, convenient and functional creating a network connecting neighborhoods with

services, recreation, transit and employment centers and consistent with the City's ADA Implementation Plan.

Strategy LUT-2.1i: Street Design and Improvements: Design streets and sidewalks so as to provide a comfortable, accessible and safe pedestrian experience.

Strategy LUT-2.3a: Intersection Level of Service: To the extent possible, maintain level of service (LOS) on designated intersections consistent with the Santa Clara County Congestion Management Plan.

Street Appearance and Public Improvements

Policy LUT-7.1a: Road Maintenance: Maintain and repair roads.

Strategy LUT-7.1b: Roadway Repair and Maintenance: Conduct roadway repair and routine maintenance as necessary.

Policy LUT-7.2: Public Utilities and Improvements: Provide a comprehensive network of sidewalks, public utilities and multi-modal improvements that are safe, attractive, efficient, well maintained and accessible for pedestrians, bicyclists and motorists.

Strategy LUT-7.2j: Sidewalks: Inventory sidewalks and develop a program to address filling the gaps. Design sidewalks that are separated from the automobile travel way, on arterial streets. Sidewalks along other streets should be consistent with the neighborhood.

Strategy LUT-7.3a: Intersection Design: Incorporate pedestrian and bicycle features and auto safety components in intersection design and improvement projects, such as curb cuts to accommodate bicycle trailers, bicycle crossing buttons at traffic signals, appropriately designed bulb-outs to shorten pedestrian crossings but still facilitating bicyclists, and bicycle sensors at major intersections. Develop a comprehensive policy incorporating strategies that facilitate the movement of pedestrians and bicyclists through intersections that includes periodic safety risk evaluations and corresponding safety measures.

Open Space, Parks and Recreation Facilities

Policy OSP-1.1: Regional Open Space, Parks and Recreation Facilities: Support efforts to enhance, enlarge and provide public access to regional open space, parks and recreation facilities to meet the needs of Campbell residents.

Strategy OSP-1.1a: Santa Clara County Parks and Trails: Work with Santa Clara County and the Santa Clara Valley Water District to renovate and improve access to the Los Gatos Creek Trail and Los Gatos County Park,

Policy OSP-2.2: Maintain and Renovate Existing Open Space, Park and Recreation Facilities: Maintain and renovate existing open space, park and recreation facilities to improve their usefulness, safety and appearance.

Strategy OSP-2.2b: Park Improvement Budget: Coordinate the budget for park improvement projects with the development of the Capital Improvement Plan.

Strategy OSP-3.2a: Park Impact Fees: Utilize park impact fees for the acquisition and development of parks and recreation facilities.

Public Facilities and Services

Policy OSP-6.2: Community Facilities: Ensure functional, attractive and well-maintained community facilities that serve Campbell's residents.

- Strategy OSP-6.2a: New or Renovated Facilities: Design, construct or renovate facilities to ensure adaptability for changing community needs and on-going use.
- Strategy OSP-6.2b: Aging Facilities: Renovate and modernize aging facilities to improve their usefulness and appearance and to maximize their potential life and avoid the high cost of deferred maintenance.
- Strategy OSP-6.2c: Improvement Plans: Develop and implement long-term improvement plans for the maintenance, enhancement or restoration of City facilities, including the Community Center Master Plan. Consider creating design requirements of integrating public art into architectural and landscape enhancements.
- Strategy OSP-6.2d: Accessible Facilities: Modernize City facilities to provide full accessibility to all residents and visitors, including those with disabilities.
- Policy OSP-6.3: Public Spaces and Amenities for Community Gatherings: Ensure safe, convenient and attractive public spaces and amenities for community gatherings and activities.
- Strategy OSP-6.3a: Features and Maintenance of Pubic Spaces and Amenities: Encourage community gatherings and individual use of public spaces and amenities by providing attractive landscaping, outdoor furniture, recycling and trash facilities and adequate maintenance of the facilities.
- Policy OSP-7.1: Library Facilities: Ensure that library facilities offer City residents adequate opportunity to obtain knowledge and information.
- Strategy OSP-7.1a: Provision of Library Facilities: Coordinate with the Santa Clara County Library System to provide adequate library facilities.
- Strategy OSP-7.1c: Funding Sources: Coordinate with the Santa Clara County Library System to provide funding for library facilities and activities, examining other potential funding sources, including County, State, federal and corporate and private contributions.

Emergency Preparedness

- Policy HS-1.1: Disaster Recovery: Adequately prepare for, respond to and recover from disasters.
- Strategy HS-1.1a: Emergency-planning Funding: Provide funding for fire and police services to ensure preparedness of response teams and implementation of emergency response plans.
- Strategy HS-1.4a: Update Critical Facilities: Maintain and upgrade critical facilities in anticipation of the need for disaster response.
- Strategy HS-1.4c: Proper Siting of Emergency Response Facilities: Ensure that siting of critical emergency response facilities such as hospitals, fire stations, police offices and substations, dispatch centers and other emergency service facilities and utilities have minimal exposure to flooding, seismic and geologic hazards, fires and explosions.

Public Safety

- Policy HS-2.1: Police Facilities and Personnel: Provide police facilities and personnel that meet citizens' needs and ensure a safe and secure environment for people and property.

Based on the foregoing findings of fact, the Planning Commission further finds and concludes that:

1. In accordance with Sections 65103(c) and 65403(c) of the California Government Code, the Planning Commission, in light of the whole record before it, including but not limited to the Community Development Director's report and all documents incorporated by reference therein, and the City's General Plan, that the proposed 2021-2025 Campbell Improvement Plan is consistent with the Campbell General Plan.
2. Adoption of the Capital Improvement Plan is exempt from the provisions of the California Environmental Quality Act (CEQA) in that the CIP is not a "project" as defined by Public Resources Code §21065. CEQA also specifically excludes organizational or administrative activities of government that will not result in direct or indirect physical change in the environment pursuant to CEQA Guidelines §15378.

PASSED AND ADOPTED this 9th day of June, 2020, by the following roll call vote:

AYES: Commissioners: Buchbinder, Rivlin, Colvill, Krey, and Hines
NOES: Commissioners: Ching
ABSENT: Commissioners: Ostrowski
ABSTAIN: Commissioners:

APPROVED: _____
Michael Krey, Chair

ATTEST: _____
Paul Kermoyan, Secretary

RESOLUTION NO. 4562

BEING A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CAMPBELL APPROVING A SITE AND ARCHITECTURAL REVIEW PERMIT (PLN2019-215) TO ALLOW THE CONSTRUCTION OF AN APPROXIMATELY 3,800 SQUARE-FOOT ONE-STORY SINGLE-FAMILY RESIDENCE AND AN INCREASE TO THE ALLOWABLE FENCE HEIGHT, ON PROPERTY LOCATED AT **596 EMORY AVENUE.**

After notification and public hearing, as specified by law and after presentation by the Community Development Director, proponents and opponents, the hearing was closed.

The Planning Commission finds as follows with regard to file number PLN2019-215:

1. The project site is zoned R-1-10 (Single Family Residential) on the City of Campbell Zoning Map and within the boundaries of the San Tomas Area Neighborhood Plan (STANP).
2. The project site is designated Low Density Residential (<3.5 units/gr. acre) on the City of Campbell General Plan Land Use diagram.
3. The project site is a 13,364 square-foot parcel located along Emory Avenue, south of Budd Avenue.
4. The proposed project consists of the construction of a 3,824 square-foot one-story single-family residence.
5. The proposed project will result in a building coverage of 35% and a Floor Area Ratio (FAR) of .33, where a maximum 35% building coverage and .45 FAR are allowed in the R-1-10 Zoning District.
6. The proposed project will provide two covered parking spaces in an attached garage, satisfying the applicable parking requirement.
7. The proposed project will be compatible with the R-1-10 (Single Family Residential) Zoning District with approval of a Site and Architectural Review Permit.
8. The project is compatible with the architecture of the adjacent neighborhood in that the project incorporates representative architectural features of homes in the San Tomas Area including the hipped roof forms and simple rectangular shaped forms.
9. The proposal is consistent with the City adopted San Tomas Area Neighborhood Plan (STANP).
10. The proposal is consistent with the Considerations in Review of Applications (CMC Section 21.42.040) subject to Site and Architectural Review.

11. No substantial evidence has been presented which shows that the project, as currently presented and subject to the required Conditions of Approval, will have a significant adverse impact on the environment.

Based upon the foregoing findings of fact and pursuant to CMC Section 21.42.020 and Section 21.18.060.E the Planning Commission further finds and concludes that:

1. The project will be consistent with the General Plan;
2. The project will aid in the harmonious development of the immediate area;
3. The project is consistent with applicable adopted design guidelines;
4. The increased fence height would not impair pedestrian or vehicular safety;
5. The increased fence height would result in a more desirable site layout;
6. The increased fence height would not be detrimental to the health, safety, peace, morals, comfort or general welfare of persons residing or working in the neighborhood of the change; and
7. The increased fence height would not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.
8. This project is Categorically Exempt under per Section 15303 of the California Environmental Quality Act (CEQA), pertaining to the construction of single-family dwellings.

THEREFORE, BE IT RESOLVED that the Planning Commission approves a Site and Architectural Review Permit (PLN2019-215) to allow the construction of an approximately 3,824 square-foot one-story single-family residence and an increase to the allowable fence height on property located at **596 Emory Avenue**, subject to the attached Conditions of Approval (attached Exhibit "A").

PASSED AND ADOPTED this 9th day of June, 2020, by the following roll call vote:

AYES: Commissioners: Buchbinder, Rivlin, Colvill, Krey, Ching, and Hines
NOES: Commissioners:
ABSENT: Commissioners: Ostrowski
ABSTAIN: Commissioners:

APPROVED: _____
Michael Krey, Chair

ATTEST: _____
Paul Kermoyan, Secretary

CONDITIONS OF APPROVAL
Site & Architectural Review Permit (PLN2019-215)

Where approval by the Director of Community Development, City Engineer, Public Works Director, City Attorney or Fire Department is required, that review shall be for compliance with all applicable conditions of approval, adopted policies and guidelines, ordinances, laws and regulations and accepted engineering practices for the item under review. Additionally, the applicant is hereby notified that he/she is required to comply with all applicable Codes or Ordinances of the City of Campbell and the State of California that pertain to this development and are not herein specified.

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division:

1. Approved Project: Approval is granted for a Site and Architectural Review Permit (PLN2019-215) to allow the construction of an approximately 3,800 square-foot one-story single-family residence and an increase to the allowable fence height, on property located at **596 Emory Avenue**. The project shall substantially conform to the Revised Project Plans, stamped as received by the Community Development Department on June 2, 2020, except as may be modified by conditions of approval contained herein.
2. Permit Expiration: The Site and Architectural Review Permit approval shall be valid for one year from the effective date of Planning Commission action (expiring March 3, 2020). Within this one-year period, an application for a building permit must be submitted. Failure to meet this deadline or expiration of an issued building permit will result in the Site and Architectural Review Permit being rendered void.
3. Rough Framing and Planning Final Required: Planning Division clearance is required prior to rough framing and final Building Permit clearance. Construction not in substantial compliance with the approved project plans shall not be approved without prior authorization of the necessary approving body.
4. Minor Modifications: Minor Modifications to the approved project plans are subject to review and approval by the Community Development Director. Minor modifications include alterations in floor area of no more than 50 square feet on the first floor (except for PD permits where additional floor area is considered a major modification), alterations to second story windows that are not oriented toward neighboring yards and result in an increase in window area of no more than one square foot and horizontal relocation of no more than one foot from the approved window location, and minor alterations to façade material. All other modifications are subject to review at a public hearing.
5. Plan Revisions: Upon prior approval by the Community Development Director, all Minor Modifications to the approved project plans shall be included in the

construction drawings submitted for Building Permit. Any modifications to the Building plan set during construction shall require submittal of a Building Permit Revision and approval by the Building Official prior to Final Inspection.

6. Fences/Walls: Except as noted below, any newly proposed fencing and/or walls shall comply with Campbell Municipal Code Section 21.18.060 and shall be submitted for review and approval by the Community Development Department.
7. Landscaping: As a **new construction project with a total project landscape area greater than 2,500 square feet**, this project is subject to the updated California Model Water Efficient Landscape Ordinance (MWELo). This document is available at: <http://www.cityofcampbell.com/DocumentCenter/View/176> or on the Planning Division's Zoning and Land Use webpage through www.cityofcampbell.com. The building permit application submittal shall demonstrate compliance with the applicable MWELo and landscaping requirements and shall include the following:
 - a. A Landscape Documentation Package prepared by an authorized and licensed professional demonstrating compliance with the full MWELo requirements with the following required elements:
 - 1) Project Information per Section 492.3.
 - 2) Water Efficient Landscape Worksheet per Section 492.4 (Appendix B of the MWELo).
 - i. Include the worksheet within the plan set AND
 - ii. Provide a separate 8.5x11 hard copy or pdf via email to the project planner.
 - 3) Soil Management Report per Section 492.5 (unless significant mass grading is planned, in which case the report shall be submitted prior to permit final).
 - 4) Landscape Design Plan per Section 492.6.
 - 5) Irrigation Design Plan per Section 492.7.
 - 6) Grading Design Plan per Section 492.8.

Note that a Soil Management Report (if not submitted as part of the Landscape Documentation Package) and Certificate of Completion will be required prior to permit final.
 - b. A completed Landscape Information Form.
 - c. A note on the Cover Sheet in minimum 1/2" high lettering stating "Planning Final Required. The new landscaping indicated on the plans must be installed prior to final inspection. Changes to the landscaping plan require Planning approval."
8. On-Site Lighting: On-site lighting shall be shielded away from adjacent properties and directed on site. The design and type of lighting fixtures and lighting intensity of

any proposed exterior lighting for the project shall be reviewed and approved by the Community Development Director prior to installation of the lighting for compliance with all applicable Conditions of Approval, ordinances, laws and regulations. Lighting fixtures shall be of a decorative design to be compatible with the residential development and shall incorporate energy saving features.

9. Contractor Contact Information Posting: The project site shall be posted with the name and contact number of the lead contractor in a location visible from the public street prior to the issuance of building permits.
10. Construction Activities: The applicant shall abide by the following requirements during construction:
 - a. The project site shall be posted with the name and contact number of the lead contractor in a location visible from the public street prior to the issuance of building permits.
 - b. Construction activities shall be limited to weekdays between 8:00 a.m. and 5:00 p.m. and Saturdays between 9:00 a.m. and 4:00 p.m. No construction shall take place on Sundays or holidays unless an exception is granted by the Building Official.
 - c. All construction equipment with internal combustion engines used on the project site shall be properly muffled and maintained in good working condition.
 - d. Unnecessary idling of internal combustion engines shall be strictly prohibited.
 - e. All stationary noise-generating construction equipment, such as air compressors and portable power generators, shall be located as far as possible from noise-sensitive receptors such as existing residences and businesses.
 - f. Use standard dust and erosion control measures that comply with the adopted Best Management Practices for the City of Campbell.

Building Division:

11. Permits Required: A building permit application shall be required for the proposed new single family dwelling structure. The building permit shall include Electrical/Plumbing/Mechanical fees when such work is part of the permit.
12. Plan Preparation: This project requires plans prepared under the direction and oversight of a California licensed Engineer or Architect. Plans submitted for building permits shall be "wet stamped" and signed by the qualifying professional person.
13. Construction Plans: The conditions of Approval shall be stated in full on the cover sheet of construction plans submitted for building permit.

14. Size of Plans: The minimum size of construction plans submitted for building permits shall be 24 in. X 36 in.
15. Soils Report: Two copies of a current soils report, prepared to the satisfaction of the Building Official, containing foundation and retaining wall design recommendations shall be submitted with the building permit application. This report shall be prepared by a licensed engineer specializing in soils mechanics.
16. Site Plan: Application for building permit shall include a competent site plan that identifies property and proposed structures with dimensions and elevations as appropriate. Site plan shall also include site drainage details. Elevation bench marks shall be called out at all locations that are identified as “natural grade” and intended for use to determine the height of the proposed structure.
17. Foundation Inspections: A pad certificate prepared by a licensed civil engineer or land surveyor shall be submitted to the project building inspector upon foundation inspection. This certificate shall certify compliance with the recommendations as specified in the soils report and the building pad elevation and on-site retaining wall locations and elevations are prepared according to approved plans. Horizontal and vertical controls shall be set and certified by a licensed surveyor or registered civil engineer for the following items:
 - a. pad elevation
 - b. finish floor elevation (first floor)
 - c. foundation corner locations
18. Special Inspections: When a special inspection is required by C.B.C. Chapter 17, the architect or engineer of record shall prepare an inspection program that shall be submitted to the Building Official for approval prior to issuance of the building permits, in accordance with C.B.C Chapter 1, Section 106. Please obtain City of Campbell, Special Inspection forms from the Building Inspection Division Counter.
19. The City of Campbell, standard Santa Clara Valley Non-point Source Pollution Control Program specification sheet shall be part of plan submittal. The specification sheet (size 24” X 36”) is available at the Building Division service counter.
20. Approvals Required: The project requires the following agency approval or consultation prior to issuance of the building permit:
 - a. West Valley Sanitation District (378-2407)
 - b. Santa Clara County Fire Department (378-4010)
 - c. San Jose Water Company (408) 279-7900 (Customer Service)
 - d. School District:
 - i) Campbell Union School District (378-3405)
 - ii) Campbell Union High School District (371-0960)
 - iii) Moreland School District (379-1370)
 - iv) Cambrian School District (377-2103)

Note: To determine your district, contact the offices identified above. Obtain the School District payment form from the City Building Division, after the Division has approved the building permit application.

21. P.G.& E.: Applicant is advised that Secondary Dwelling Units on Residential lots are not able to have separate electrical and gas service. Gas and Electric service must be provided from the services associated with the main residential structure.
22. California Green Building Code: This project is subject to the mandatory requirements for new residential structures (Chapter 4) under the California Green Building Code, 2016 edition .
23. Construction Fencing: This project shall be properly enclosed with construction fencing to prevent unauthorized access to the site during construction. The construction site shall be secured to prevent vandalism and/or theft during hours when no work is being done. All protected trees shall be fenced to prevent damage to root systems.
24. Demolition Permit: Applicant shall apply for and obtain a Demolition Permit prior to issuance of the building permit for the new dwelling..
25. Automatic Fire Sprinkler Systems: This project shall comply with Section R313 of the California Residential building Code 2016 edition, and be equipped with a complying Fire Sprinkler system.
26. Storm Water Requirements: Storm water run-off from impervious surface created by this permitted project shall be directed to vegetated areas on the project parcel. Storm water shall not drain onto neighboring parcels.
27. Site Management: This project shall use the following Site Management policies:
 - **Job Site Manager**. Every permitted job must have an identified person to manage the work and be responsive to issues that come up during construction. It is important to identify this person and provide contact information to the Building Inspector at the beginning of the construction process. When a change is made concerning site manager, the inspector should be made aware of the new person and contact information.
 - **Construction Debris**. At the end of each construction day, attention should be made to collect and manage construction waste and debris. Trash must be covered and removed from the site as soon as reasonable. Respect the neighbors and keep a clean site! Sites that fail to manage trash can and will be cited.
 - **Construction Hours**. Every Permitted job is required to observe the permitted hours of construction. Construction work is allowed from 8:00am to 5:00pm

Monday thru Friday. Construction is allowed on Saturdays from 9:00am to 4:00pm. No work is allowed on Sundays or Legal U.S. Holidays. Workers showing up at job sites before the permitted times may create a problem and should be discouraged from arriving earlier than 15 minutes before permitted times. Material deliveries should never be scheduled before permitted hours. It is the responsibility of the Contractor to manage and coordinate deliveries. Citations and/or Stop Work Notices will be issued to Contractors violating the permitted hours.

- **Dust and Dirt.** Many jobs will create dust and dirt on the street. When it rains, sites may have mud running into the sidewalk and street. All job sites must keep all rain runoff on the site and prevent water from running from the site into the gutter and street. Vehicles tracking mud and dirt into the street require cleanup and keeping the sidewalks and streets clean. If you fail to manage your dirt, dust and mud, your site may be issued a 'Stop Work' notice and/or a citation.
- **Music and Unnecessary Noise.** Radios and loud music or other noise not related to construction is discouraged and will keep the neighbors from complaining. Earbuds are a good way to keep the music playing and not a problem for the neighbors. Job sites are not a good place for a worker's dog. Animals should be left at home.

PUBLIC WORKS DEPARTMENT

The scope of this project triggers the requirement for Frontage Improvements as required by Campbell Municipal Code 11.24.040. However, per the San Tomas Area Neighborhood Plan, this section of Emory Avenue has been designated to remain unimproved and as such the applicant will not be required to construct new curb, gutter or sidewalk.

28. Public Right-of-Way: Revise the Site Plan (Sheet A1.1) to remove the proposed decorative paver improvements from the public right-of-way. Only asphalt concrete conforms are allowed in the public right-of-way.
29. Water Meter(s) and Sewer Cleanout(s): Any new water meter(s) and sewer cleanout(s) shall be installed on private property behind the public right-of-way line.
30. Stormwater Pollution Prevention Measures: Prior to issuance of any grading or building permits, the applicant shall comply with the National Pollution Discharge Elimination System (NPDES) permit requirements, Santa Clara Valley Water District requirements, and the Campbell Municipal Code regarding stormwater pollution prevention. The primary objectives are to improve the quality and reduce the quantity of stormwater runoff to the bay.

Resources to achieve these objectives include *Stormwater Best Management Practices Handbook for New Development and Redevelopment* ("CA BMP Handbook") by the California Stormwater Quality Association (CASQA), 2003; *Start at the Source: A Design Guidance Manual for Stormwater Quality Protection* ("Start

at the Source”) by the Bay Area Stormwater Management Agencies Association (BASMAA), 1999; and *Using Site Design Techniques to Meet Development Standards for Stormwater Quality: A Companion Document to Start at the Source* (“Using Site Design Techniques”) by BASMAA, 2003.

31. The following conditions only apply if the applicant has a need to install / upgrade utility services (water, sewer, gas, etc.) in the street:
- a. Utility Encroachment Permit: Separate permits for the installation of utilities to serve the development will be required (including water, sewer, gas, electric, etc.). Applicant shall apply for and pay all necessary fees for utility permits for sanitary sewer, gas, water, electric and all other utility work.
 - b. Utility Coordination Plan: Prior to issuance of building permits for the site, the applicant shall submit a utility coordination plan and schedule for approval by the City Engineer for installation and/or abandonment of all utilities. The plan shall clearly show the location and size of all existing utilities and the associated main lines; indicate which utilities and services are to remain; which utilities and services are to be abandoned, and where new utilities and services will be installed. Joint trenches for new utilities shall be used whenever possible.
 - c. Pavement Restoration: The applicant shall restore the pavement in compliance with City standard requirements. In the event that the roadway has recently received a pavement treatment or reconstruction, the project will be subject to the City’s Street Cut Moratorium. The applicant will be required to perform enhanced pavement restoration consistent with the restoration requirements associated with the Street Cut Moratorium. The City’s Pavement Maintenance Program website (<https://www.ci.campbell.ca.us/219>) has detailed information on the streets currently under moratorium and the enhanced restoration requirements.
32. Street Improvements Completed for Occupancy and Building Permit Final: Prior to allowing occupancy and/or final building permit signoff for any and/or all buildings, the applicant shall have the required pavement restoration installed and accepted by the City, and the design engineer shall submit as-built drawings to the City.

FIRE DEPARTMENT

33. Development Review: Review of this development proposal is limited to acceptability of site access and water supply as they pertain to fire department operations, and shall not be construed as a substitute for formal plan review to determine compliance with adopted model codes. Prior to performing any work, the applicant shall make application to, and receive from, the Building Department all applicable construction permits.
34. Fire Sprinklers Required: (As noted on Sheet A0.0) An automatic residential fire sprinkler system shall be installed in one- and two-family dwellings as follows: In all

new one- and two-family dwellings and in existing one- and two-family dwellings when additions are made that increase the building area to more than 3,600 square feet. Exception: A one-time addition to an existing building that does not total more than 1,000 square feet of building area. NOTE: The owner(s), occupant(s) and any contractor(s) or subcontractor(s) are responsible for consulting with the water purveyor of record in order to determine if any modification or upgrade of the existing water service is required. A State of California licensed (C16) Fire Protection Contractor shall submit plans, calculations, a completed permit application and appropriate fees to this department for review and approval prior to beginning their work. CRC Sec. 313.2 as adopted and amended by CBLMC. **Sprinklers are required for both the primary residence and the ADU.**

35. Water Supply Requirements: (As noted on Sheet A0.0) Potable water supplies shall be protected from contamination caused by fire protection water supplies. It is the responsibility of the applicant and any contractors and subcontractors to contact the water purveyor supplying the site of such project, and to comply with the requirements of that purveyor. Such requirements shall be incorporated into the design of any water-based fire protection systems, and/or fire suppression water supply systems or storage containers that may be physically connected in any manner to an appliance capable of causing contamination of the potable water supply of the purveyor of record. Final approval of the system(s) under consideration will not be granted by this office until compliance with the requirements of the water purveyor of record are documented by that purveyor as having been met by the applicant(s). 2016 CFC Sec. 903.3.5 and Health and Safety Code 13114.7
36. Construction Site Fire Safety: (As noted Sheet A0.0) All construction sites must comply with applicable provisions of the CFC Chapter 33 and our Standard Detail and Specification SI-7. Provide appropriate notations on subsequent plan submittals, as appropriate to the project. CFC Chp. 33
37. Address identification: (As noted on Sheet A0.0) New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers shall contrast with their background. Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 4 inches (101.6 mm) high with a minimum stroke width of 0.5 inch (12.7 mm). Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address numbers shall be maintained. CFC Sec. 505.1
38. No Violation: This review shall not be construed to be an approval of a violation of the provisions of the California Fire Code or of other laws or regulations of the

jurisdiction. A permit presuming to give authority to violate or cancel the provisions of the Fire Code or other such laws or regulations shall not be valid. Any addition to or alteration of approved construction documents shall be approved in advance. [CFC, Ch.1, 105.3.6]



CITY OF CAMPBELL • PLANNING COMMISSION
Staff Report • June 23, 2020

PLN2019-234 Public Hearing to consider the application of Gordon Wong for an Administrative Planned Development Permit (PLN2019-234) to allow for the establishment of a small fitness studio and a Parking Modification Permit to allow for a reduction in the number of required parking spaces at **85 Gilman Avenue** in the P-D (Planned Development) Zoning District.
(APD)
Wong, G.

STAFF RECOMMENDATION

That the Planning Commission take the following action:

1. **Adopt a Resolution**, denying a request for an Administrative Planned Development Permit (PLN2019-234) and Parking Modification Permit at **85 Gilman Avenue**.

ENVIRONMENTAL DETERMINATION

Staff recommends that the Planning Commission find that this project is Statutorily Exempt under Section 15270(a) of the California Environmental Quality Act (CEQA), pertaining to projects which a public agency rejects or disapproves.

PROJECT SITE

The project site is located on the west side of Gilman Avenue, south of E. Campbell Avenue and north of Sam Cava Lane (reference **Attachment 3** – Location Map). The rectangular 8,268 square-foot property is developed with a surface level parking lot at the front of the lot and an L-shaped two-story industrial building toward the back.



Figure 1 – Project Site

PROJECT DATA

Zoning District:	P-D (Planned Development) / SOCA 3
General Plan Designation:	Medium-High Density Residential / Commercial
Lot Size:	8,268 sq. ft.
Existing Building:	4,600 sq. ft. / 55% FAR
Proposed Building:	3,900 sq. ft. (4,600 sq. ft. – 700 sq. ft.) / 47% FAR

Parking Required:	16 spaces (3,900 sq. ft. @ 1:250 sq. ft.)
Parking Proposed:	9 spaces (10 existing; one lost for ada stall)
Maximum Occupants:	9 occupants at peak operations
Operational/Public Hours:	6:00 a.m. – 8:00 p.m. (Mon. – Fri.) 8:00 a.m.– 2:00 p.m. (Sat. & Sun.)
Existing Landscaping:	±300 sq. ft. (3% of net lot area)
Proposed Landscaping:	±0 sq. ft. (0% of net lot area)

Surrounding Uses:

North: Solid Rock Landscaping (general contractor / office)

South: Vacant (formerly commercial/industrial; formerly Etched Media)

East: Commercial/Industrial (professional office, business support services etc.)

West: Vacant (formerly Etched Media) & Single-Family Residence (future Cresleigh)

DISCUSSION

Applicant’s Proposal: The applicant is requesting approval of an Administrative Planned Development Permit (PLN2019-234) to allow for the establishment of a small fitness studio (12 or fewer participants; d.b.a. [Vitae Fitness](#)) with a Parking Modification Permit to allow for a reduction in the number of required parking spaces (9 spaces proposed / 16 spaces required).

The scope of work entails a complete interior remodel of the first floor (adding a new reception area, office area, trash room, and new bathrooms with shower facilities), removal of the second floor (approximately 700 sq. ft.), installation of two new accessible paths of travel (extending along the southerly property line and in the public right of way behind the driveway), and removal of a trash enclosure, landscaping¹, and a shed.

For reasons outlined in greater detail later in this report (e.g. lack of available onsite and street parking in the area, removal of open space, potential for misuse, opportunity for housing) the Community Development Director would have been unable to support the application as proposed and forwarded the request to the Commission for consideration (see ‘Administrative Procedures’) given previous tolerance for permitting parking modifications.

General Plan / Area Plan Consistency: The General Plan land use designation for the project site is *Medium-High Density Residential / Commercial*. The project site is also located within Sub-Area 3 of the South of Campbell Avenue (SOCA) Area Plan which allows for uses consistent with the C-2 (General Commercial) zoning district, as well as mixed-use and attached residential development.

The existing property was developed in 1979 with the intent of serving heavy industrial/warehouse uses² with limited onsite staff. As a result, the building was parked at a ratio of one space per 460 sq. ft. of gross floor area (4,600 sq. ft. / 10 spaces) which is

¹ Including one non-protected tree (7-inch diameter ~ under 12-inches in diameter / not shown on landscape plan).

² Prior to the adoption of the SOCA plan, the property was zoned heavy industrial.

significantly less than what is required for similar uses today. The SOCA plan was adopted in 1991 with the intent of transitioning older industrial properties (such as the subject site) to commercial, mixed-use and/or residential uses consistent with the specific sub-area and encourages redevelopment in a variety of ways. First, the area plan incentivizes property owners to work together to consolidate parcels by offering greater floor area ratio and increased density allowances for larger lots. Second, the plan precludes modifications or additions to existing non-conforming buildings where such changes would ‘substantially reduce the potential for comprehensive redevelopment of the area’. Lastly, while the SOCA plan anticipated the creation of non-conforming uses, the plan did not provide any relief from parking requirements to establish new uses – necessitating that new uses either satisfy their parking obligations (through lot consolidations) or seek approval of a parking modification permit thereby pushing parking into the street.

In consideration of the applicant's proposal, the following General Plan Land Use Element provides policies and strategies that may be taken into consideration:

- Policy LUT-5.1: Neighborhood Integrity: Recognize that the City is composed of residential, industrial and commercial neighborhoods, each with its own individual character; and allow change consistent with reinforcing positive neighborhood values, while protecting the integrity of the city’s neighborhoods.
- Policy LUT-7.2n: Consistency with Plans: Ensure that new development and substantial remodeling projects are consistent with Specific Plans, Area Plans, City Standard Details, and adopted Streetscape Standards to create a cohesive design.
- Policy LUT-13.1: Variety of Uses: Attract and maintain a variety of uses that create an economic balance within the City while maintaining a balance with other community land use needs, such as housing and open space, and while providing high quality services to the community.
- Policy LUT-16.1: Land Use: Allow commercial, industrial and / or residential land uses in accordance with the adopted plan for each subarea (see SOCA plan in Appendix A).
- Policy LUT-16.3: Building and Site Design: Encourage high quality building and site design in the SOCA Area.
- Strategy LUT-17.1b: Landscaping: Ensure that new developments provide new tree plantings, shrubs, greenery and other landscaping materials, and preserve existing trees and shrubs.

Further, recognizing that the subject property is identified as a housing opportunity site (see **Figure 2**), and that the City is falling short of its obligations to produce housing units³, the following policies and programs should also be considered:

- Policy H-4.3: Planned For Densities: To encourage the efficient and sustainable use of land, the City encourages residential development that is proposed near existing light rail stations (within 1/4 mile radius) and/or within the boundaries of the Winchester Boulevard Master Plan, East Campbell Avenue Master Plan, and all opportunity site areas, to achieve at least 75 percent of the maximum General Plan Land Use category densities.

³ The City has completed between 3% and 11% of its RHNA (Regional Housing Needs Allocation) obligation in the very-low, low, and moderate-income income levels, where 55% of such units should have been completed by 2019.

Program H-4.3a: Achieve Target Densities. The City will work closely with property owners and developers to inform them of this policy and its purpose to encourage infill development, create pedestrian oriented areas, reduce vehicle miles travelled and improve air quality. Unique site circumstances relating to interface with adjoining residential properties will require a degree of flexibility as to the application of this policy to limit potential environmental impacts resulting from projects.



Figure 2 – Housing Opportunity Sites (Partial Exhibit)

Taking the preceding policy direction into account, the site could be viewed as requiring consolidation with other parcels and developed for housing (rather than prolonging and combining incompatible site improvements and uses). The following figures serve to show one potential redevelopment scenario⁴ which would allow for change consistent with the neighborhood (LUT-5.1) and area plan (LUT-7.2.n) while also providing for needed housing opportunities near existing light rail stations (H-4.3):



Figure 3 - Existing Conditions



Figure 4 - Potential Redevelopment

Zoning District Consistency: The project site is located in the P-D (Planned Development) Zoning District which is consistent with the *Medium-High Density Residential / Commercial* land use designation of the General Plan. This zoning district is intended to provide a degree of flexibility that is not available in other zoning districts so as to allow for a superior development, particularly related to the development’s design and provision of open space. Sub-Area 3 of the SOCA Plan indicates that “commercial uses as governed by the C-2 (General Commercial)

⁴ A mixed-use development, by comparison, would provide needed jobs and housing opportunities in the area and continue the approved but not yet constructed Cresleigh Homes (Del Grande) development.

Zoning Ordinance” are to be allowed as well as mixed-use and attached residential development. In the C-2 (General Commercial) zone district, small studio’s (such as the proposed) may be allowed with the approval of a discretionary land use entitlement.

Administrative Procedure: In the Planned Development (P-D) Zoning District, an Administrative Planned Development Permit is required to establish a new use in an existing building. While Administrative Planned Development Permits are typically reviewed and approved by the Community Development Director, in consideration that the applicant’s proposal includes a request for a Parking Modification Permit to allow nearly half of the required number of parking spaces on a highly impacted street (see discussion on ‘Parking’), will result in the removal of nearly all onsite landscaping (see discussion on ‘Required Site Improvements’), and in recognition of provisions in the General Plan and SOCA plan encourage redevelopment of the site (see discussion on ‘General Plan / Area Plan Consistency’), the request has been forwarded to the Planning Commission for a decision.

ANALYSIS

In review of this application, the Planning Commission must consider the findings contained in CMC 21.12.030.6 (Approval Criteria) which generally requires the development to clearly result in a more desirable environment and use of the land, and not be detrimental to the health, safety, or welfare of the neighborhood or the city as a whole. As such, a detailed discussion of the proposed operational characteristics, parking, required site improvements, and potential impacts have been included for review and consideration.

Operational Characteristics: The applicant intends to operate a small fitness studio with small group sessions in the morning (and evenings on weekdays), with personal/semi-personal training sessions in the late morning and afternoon as follows⁵:

Monday through Friday	Saturday and Sunday
Small-group sessions (6 a.m. – 10 a.m.)	Small-group sessions (8 a.m. – 10 a.m.)
Personal-training (10 a.m. – 4 p.m.)	Personal-training (10 a.m. – 2 p.m.)
Small-group sessions (4 p.m. – 8 p.m.)	

As small-group and personal/semi-personal training sessions would not overlap, the maximum number of occupants in the building at any one time would be based on the size of the individual session. At ‘peak’ operations, small group sessions would consist of eight students and one instructor (9 occupants), whereas personal and semi-personal sessions would be more variable allowing for one or more classes at a time, with 1 to 3 students per instructor, but in no case would exceed a total of nine (9) occupants in total (reference **Attachment 4** – Written Description).

Parking Modification: Pursuant to Chapter 21.28 of the Campbell Municipal Code (Parking and Loading) small fitness studios are required to provide one parking space per 250 sq. ft. of gross

⁵ While not reflected in the schedule the applicant states that classes would be staggered by 15 minutes to allow ample time to turnover onsite parking spaces.

floor area. With a proposed building area of 3,900 sq. ft., a minimum of 16 parking spaces⁶ would be required. As the project site would only provide nine (9) parking spaces (nearly half⁷ of the required number of parking spaces), approval of a parking modification permit is required. While the applicant has proposed to limit the maximum number of occupants to nine (9) to ‘match’ the number of onsite parking spaces provided and stagger classes by 15 minutes to allow turnaround of parking spaces, there appears to be a fundamental ‘mismatch’ between the size of the building and the intensity of the intended use.

In forming its recommendation, staff considered the number of occupants relative to the size of the building and compared the applicant’s proposal to recently approved small fitness facilities. A summary of that analysis has been provided in the following table:

Permit	Address	Occupancy	Bld. Area	Ratio	Parking Mod.
Proposed	85 Gilman Ave.	9	3,900 sq. ft.	1:433	Yes
PLN2019-119	1777 S Bascom Ave, #C	13	2,219 sq. ft.	1:170	No
PLN2019-117	186 E. Sunnyside	15	3,787 sq. ft.	1:252	No
PLN2019-52	2125 S. Winchester, #102	12	1,404 sq. ft.	1:117	No
PLN2018-233	471 E. Campbell Ave.	10	1,020 sq. ft.	1:102	No
PLN2018-115	2305 S. Winchester, #120	5	1,132 sq. ft.	1:226	No

From review of this table, it is apparent that the building is nearly twice the size of other fitness uses relative to the stated number of occupants. In practice, what staff has experienced in such situations is that despite the best intentions of operators, higher intensity uses (fitness, office, and restaurants) will expand their operation to fill their space or in order to stay competitive and profitable – resulting in complaints which the City must expend time and resources to remedy.

While the Planning Commission may wish to consider the proximity of the subject site to public transit and light rail, the Commission should also consider that few if any street side parking spaces are available in this neighborhood or on Gilman Avenue. As such, any overflow parking resulting from the use would immediately compound a known parking issue in the area. In addition, the Commission should also consider the type of use being proposed which customers most likely travel by vehicle given the limited duration they would spend at the premises (reference **Attachment 4** – Written Description).

Required Site Improvements: In review of the applicant’s proposal, several site improvements would be required to support the use including the installation of a new accessible parking space and two accessible paths of travel. Installation of the accessible path of travel along the southerly property line would necessitate the removal of all landscaping in the area, and as a result, all landscaping from the property at large. While the Planned Development zoning district does not specifically prescribe a minimum amount of open space, the purpose of the zoning district is to ensure “superior development, particularly related to the development’s design and *provision of open space*”. The applicant's proposal to remove all onsite landscaping could be seen to directly conflict with this purpose as well as Strategy LUT-17.1b (Landscaping) of the General Plan.

⁶ After rounding up in accordance with [CMC 21.02.020.D. – Calculations – Rounding](#).

⁷ When the number of parking spaces available to a use is less than ninety percent of that required, a parking demand study may be required by the decision-making body (CMC 21.28.050.F. - Parking Demand Study).

Separately, in order to provide accessible parking – the site would be required to remove parking from an already parking deficient lot (10 existing; 9 proposed). Recognizing the proposed site improvements would result in a greater deficiency of parking and landscaping, where the SOCA plan encourages high quality building and site design, the applicant's proposal could be considered to be in conflict with General Plan Policy LUT-16.3 (Building and Site Design) as well as LUT-7.2n (Consistency with Plans). The proposed improvements would also extend the useful life of a non-conforming industrial building in order to have a meaningful return on that investment and postpone redevelopment in the area consistent with the SOCA plan.

Public Noticing: The application was noticed to all property owners within a 300-feet of the subject property and published in the Campbell Express. No public comments were received at the time of staff report preparation.

Alternatives: In consideration of the request, the Planning Commission may consider the following alternatives:

1. **Continue the Item**, directing staff to return with a resolution to approve the applicant's request with and/or without conditions limiting the duration of the use (i.e. 5-years), requiring a refundable cash deposit to cover any potential code enforcement costs (i.e. \$5,000), or otherwise amending or changing operational characteristics of the use or proposed site configuration (i.e. requiring landscaping).
2. **Continue the Item**, directing the applicant to hire a qualified transportation engineer to prepare a parking demand study for the use taking into account the size of the building and proximity to light rail (in consideration the use will provide less than 90% of the parking spaces required by code).

Prepared by:


Stephen Rose, Senior Planner

Approved by:


Paul Kermoyan, Community Development Director

Attachments:

1. Resolution Recommending Denial of PLN2019-234
2. Location Map
3. Project Plans
4. Written Description

RESOLUTION NO.

BEING A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CAMPBELL DENYING A REQUEST FOR AN ADMINISTRATIVE PLANNED DEVELOPMENT PERMIT TO ALLOW FOR THE ESTABLISHMENT OF A SMALL FITNESS STUDIO AND A PARKING MODIFICATION PERMIT TO ALLOW FOR A REDUCTION IN THE NUMBER OF REQUIRED PARKING SPACES AT **85 GILMAN AVENUE**. FILE NO.: PLN2019-234

After notification and public hearing, as specified by law and after presentation by the Community Development Director, proponents and opponents, the hearing was closed.

After due consideration of all evidence presented, the Planning Commission did find as follows with respect to file number PLN2019-234:

1. The project site is located on the west side of Gilman Avenue, south of E. Campbell Avenue and north of Sam Cava Lane.
2. The rectangular 8,268 square-foot property is developed with a surface level parking lot at the front of the lot and an L-shaped two-story industrial building toward the back.
3. The project site is zoned P-D (Planned Development) and has a mixed-use General Plan Land Use Designation of Medium-High Density Residential/Commercial.
4. The project site is located within Sub-Area 3 of the SOCA (South of Campbell Avenue Area) Plan.
5. The Proposed Project is an application for an Administrative Planned Development Permit (PLN2019-234) to allow for the establishment of a small fitness studio and a Parking Modification Permit to allow for a reduction in the number of required parking spaces.
6. The proposed use is defined as a "small studio" under Chapter 21.72 of the Campbell Municipal Code.
7. The parking requirement for a "small studio" is one space per 250 sq. ft. of gross floor area.
8. The proposed building size is 3,900 square feet (after the removal of a 700 sq. ft. interior second level).
9. The parking demand for the small studio is 16 parking spaces (15.6 after rounding up in accordance with CMC 21.02.020.D. - Calculations - Rounding)
10. The applicant contends that less than the required number of parking spaces should be allowed based on the proximity to public transportation, proposal to add a bike rack and shower stalls, limited number of participants, and in consideration classes would be staggered by 15-minutes. Further, the applicant contents that many of the members

live or work within .5 to 1.5 miles of the project site, have expressed an interest in supporting alternative modes of transportation, and in consideration that the business caters to fit clientele who utilize walking, biking and running in their daily lives and are therefore highly likely to arrive without driving.

11. The applicant's documentation has not been found sufficient by the Planning Commission to establish evidence in support of the findings for a Parking Modification Permit, which is the applicant's responsibility.
12. Granting a reduction in parking would not be consistent with the purpose of the City's Parking and Loading Ordinance that adequate off-street parking and loading spaces be provided for each type of land use.
13. Further, granting a parking reduction could result in a parking spillover into the adjacent neighborhood.
14. The proposed site improvements would result in the removal of landscaping on the property in order to provide required accessible paths of travel.
15. Allowing the removal of onsite parking may be found inconsistent with the purpose of the P-D (Planned Development) zoning district as well as Strategy LUT-17.1b (Landscaping) of the General Plan.
16. The proposed site improvements would result in the removal of onsite parking in order to provide required accessible parking.
17. The proposed site improvements may be considered in conflict with General Plan Policy LUT-16.3 (Building and Site Design) as well as LUT-7.2n (Consistency with Plans).
18. The proposed site improvements would extend the useful life of a non-conforming industrial building in order to have a meaning return on that investment and postpone redevelopment in the area consistent with the SOCA plan.
19. The Planning Commission's review of the proposed project encompassed zoning and General Plan land use conformance, noise impacts, parking, property maintenance, odors, security and enforcement, and neighborhood impacts.

Based upon the foregoing findings of fact, the Planning Commission further finds and concludes that:

Administrative Planned Development Permit Findings (CMC Sec. 21.12.030.H.6):

1. As conditioned, the proposed development or uses clearly would result in a more desirable environment and use of land than would be possible under any other zoning district classification;

2. As conditioned, the proposed development would be compatible with the general plan and will aid in the harmonious development of the immediate area;
3. As conditioned, the proposed development would not be detrimental to the health, safety or welfare of the neighborhood or of the city as a whole;

Parking Modification Permit Findings (CMC Sec. 21.12.030.H.7):

4. Due to the unique nature and circumstances of the project, or special development features, the anticipated number of parking spaces necessary to serve the use or structure is *not* less than that required by the applicable off-street parking standard, and would *not* be satisfied by the existing or proposed number of parking spaces, as supported by review of the applicant's documentation and/or a parking demand study prepared by a qualified transportation engineer accepted by the decision-making body; and
5. Approval of the parking modification permit will *not* further the purpose of this chapter.

Environmental Findings (CMC Sec. 21.38.050):

6. The project is Statutorily Exempt under Section 15270(a) of the California Environment Quality Act (CEQA), pertaining to projects which a public agency rejects or disapproves.

THEREFORE, BE IT RESOLVED that the Planning Commission denies a Administrative Planned Development Permit (PLN2019-234) to allow for the establishment of a small fitness studio and a Parking Modification Permit to allow for a reduction in the number of required parking spaces at **85 Gilman Avenue**.

PASSED AND ADOPTED this 23rd day of June, 2020, by the following roll call vote:

AYES: Commissioners:
NOES: Commissioners:
ABSENT: Commissioners:
ABSTAIN: Commissioners:

APPROVED: _____
 Michael Krey, Chair

ATTEST: _____
 Paul Kermoyan, Secretary



City of Campbell

Location Map
85 Gilman Avenue



SCOPE OF WORK

- TENANT IMPROVEMENT
 - PRIVATE FITNESS GYM/SMALL STUDIO & OFFICE ON THE FIRST FLOOR (INTERIOR ONLY) (M/E P)
 - STORAGE ON THE SECOND FLOOR
 - PARKING RESTRIPPING / PARKING MODIFICATION PERMIT
 - ADA COMPLIANCE UPGRADE
 - ADA PARKING/TRUNCATED DOMES
 - ADA COUNTER
 - ADA BATHROOMS & SHOWER SIGNAGE (BATHROOM & EXIT)
 - ROOF INSULATION
 - STAIRCASE DEMOLITION

PROJECT INFORMATION

PROJECT LOCATION: 85 GILMAN AVE. CAMPBELL, CA 95008
 APN: 412-09-035
 ZONING: P-D (PLANNED DEVELOPMENT)
 GENERAL PLAN: MIXED USE DESIGNATION
 COMMERCIAL/HIGH-MEDIUM DENSITY RESIDENTIAL
 (14-27 UNITS/GR. ACRE)
 LOT SIZE: 0.19 AC (8268.26 SF)
 MAX. F.A.R.: 0.20
 BUILDING LOT COVERAGE: 0.48 (3960 SF)
 LANDSCAPE COVERAGE: 168 SF
 PAVING COVERAGE: 4037 SF
 IMPERVIOUS COVERAGE: 8057 SF
 PERVIOUS COVERAGE: 212 SF
 REQUIRED SETBACKS: N/A

(E) BUILDING FLOOR AREA:
 1ST FLOOR 3000 SF
 2ND FLOOR 600 SF
 TOTAL 4500 SF

(P) BUILDING FLOOR AREA:
 1ST FLOOR 3900 SF
 TOTAL 3900 SF

BUILDING HEIGHT: 22 FT

(E) USE: INDUSTRIAL

(P) USE: STUDIO, SMALL (UP TO 12 PARTICIPANTS)

(P) TENANT'S MAX. OCCUPANCY: 8 ATTENDANTS + 1 TRAINER

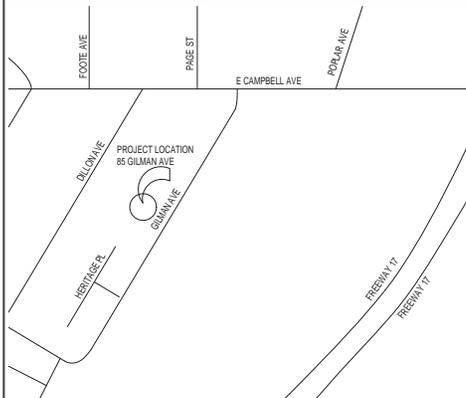
(P) TOTAL PARKING SPACE: 9 (1 ADA PARKING SPACE)

OCCUPANCY: B

CONSTRUCTION TYPE: IIB

FIRE SPRINKLER: NO

VICINITY MAP



SHEET INDEX

Sheet List	
Sheet Number	Sheet Name
A000	Cover Sheet, Site Plan, Proposed
A001	Architectural Notes, Abbreviation & Site Plan, Existing
A002	Adjacent Site Plan
A003	ADA Parking Analysis
A004	Fence & Landscape Plan
A005	Fire Access Analysis
A100	Egress & Occupancy Analysis
A200	Floor Plans, Existing
A201	Floor Plans, Proposed
A300	Elevations
A400	Interior Elevations
A500	Schedule & Finishes
A501	Architectural Signage
A600	Reflected Ceiling Plan

PUBLIC WORKS & SITE PLAN NOTES

- CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL AND ENSURING AREA ADJACENT TO WORK IS LEFT IN A CLEAN CONDITION.
- UTILIZE BEST MANAGEMENT PRACTICES (BMP'S), AS REQUIRED BY THE STATE WATER RESOURCES BOARD, FOR ANY ACTIVITY, WHICH DISTURBS SOIL.
- CONTRACTOR IS RESPONSIBLE FOR ALL TEST, INSPECTIONS AND PROCEDURAL REQUIREMENTS PER CITY OF LOS ALTOS HILLS.
- OPERABLE SMOKE DETECTORS MUST BE IN PLACE PRIOR TO RE-OCCUPY DWELLINGS
- PLUMBING & ELECTRICAL SURVEY REQUIRED FOR METER RELEASE.
- ADDITIONS, ALTERATIONS OR REPAIRS SHALL CONFORM TO ANY BUILDING OR STRUCTURE WITHOUT REQUIRING THE EXISTING BUILDING OR STRUCTURE TO COMPLY WITH ALL THE REQUIREMENTS OF THE CBC. PROVIDE THE ADDITION ALTERATION OR REPAIR CONFORMS TO THAT REQUIRED FOR NEW BUILDING OR STRUCTURE.
- CONTRACTOR TO VERIFY SIZE & LOCATION OF ALL UTILITY CONNECTIONS. CONTRACTOR TO PROVIDE ALL NEW UTILITY CONNECTIONS AND/OR UPGRADE EXISTING AS REQUIRED. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS AS REQUIRED BY GOVERNING AGENCIES.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY DEMOLITION PERMITS AND APPROVALS INCLUDING ASBESTOS ABATEMENT AS PART OF THE BASE BID.
- PER CGSC 301.1.1 - RESIDENTIAL BUILDINGS UNDERGOING PERMITTED ALTERATIONS, ADDITIONS OR IMPROVEMENTS SHALL REPLACE NONCOMPLIANT PLUMBING FIXTURES WITH WATER-CONSERVING PLUMBING FIXTURES. PLUMBING FIXTURES REPLACEMENT IS REQUIRED PRIOR TO ISSUANCE OF A CERTIFICATE OF FINAL COMPLETION, CERTIFICATE OF OCCUPANCY OR FINAL PERMIT APPROVAL BY THE LOCAL BUILDING DEPARTMENT.
- PER CGSC 301.1.1 - WHERE ADDITION OR ALTERATION INCREASED THE BUILDING'S CONDITIONED AREA, VOLUME, OR SIZE, THE REQUIREMENTS OF CALGREEN CHAPTER 4 SHALL APPLY ONLY TO AND WITHIN THE SPECIFIC AREA OF THE ADDITION OR ALTERATION.

APPLICABLE CODE

- 2019 CALIFORNIA BUILDING CODE
- 2019 CALIFORNIA RESIDENTIAL CODE
- 2019 CALIFORNIA MECHANICAL CODE
- 2019 CALIFORNIA PLUMBING CODE
- 2019 CALIFORNIA ELECTRICAL CODE
- 2019 CALIFORNIA ENERGY CODE
- 2019 CALIFORNIA FIRE CODE
- 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE
- CITY OF CAMPBELL MUNICIPAL CODE
- ALL OTHER STATE AND LOCAL LAWS, ORDINANCES AND REGULATIONS

PROJECT DIRECTORY

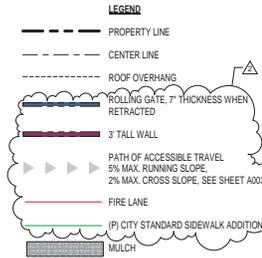
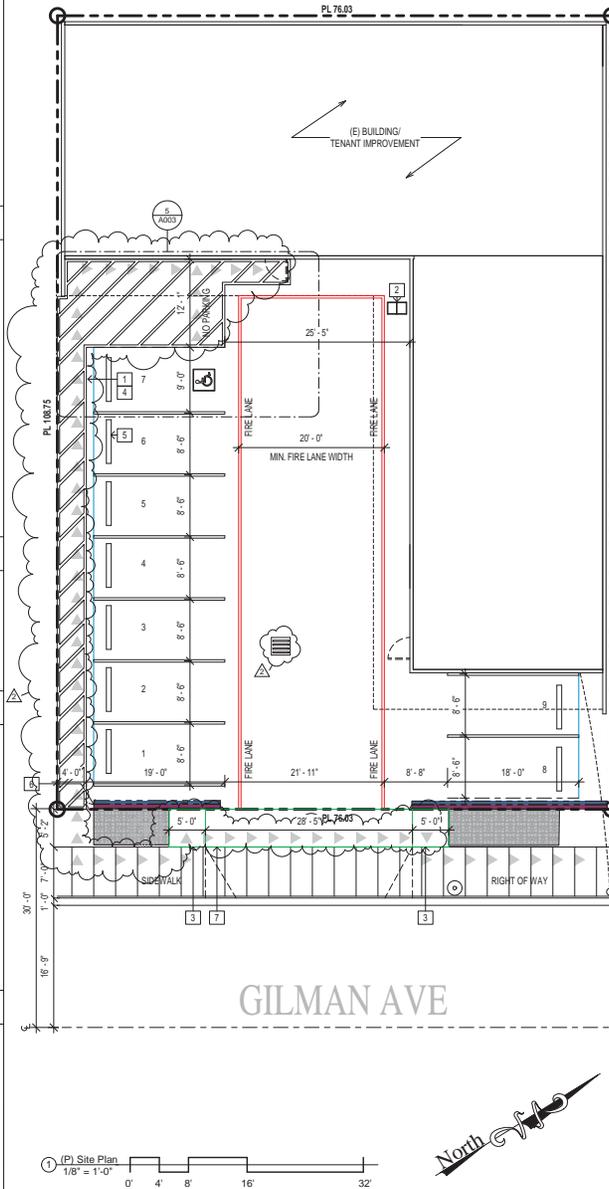
OWNER: ETCHED MEDIA CORPORATION
 85 GILMAN AVE. CAMPBELL, CA 95008
 (408)874-6821, (408)813-7214

ARCHITECT: GKW ARCHITECTS, INC.
 GORDON K. WONG, AIA, LEED GA, CSLB
 710 MCCLINCY LANE SUITE 109, CAMPBELL, CA 95008
 (408)315-2121
 GORDONKWONG@GKWARCHITECTS.COM

ELECTRICAL ENGINEER: MR ENGINEERING
 RAHUL BATHANDLA, P.E.
 39210 STATE STREET SUITE 106, FREMONT CA 94538
 P/F (510)509-2362
 WWW.MRENGCON.COM

GENERAL CONTRACTOR: ROBERTO FLAMENCO
 4375 HAMILTON AVE, SAN JOSE, CA 95130
 (81)566-9040
 ROBEFLAMENCO@YAHOO.COM

3D VIEW



- ### (P) KEYNOTES
- ADA PARKING SIGNAGE, SEE SHEET A003/4.
 - BIKE RACK, SEE SHEET A003/8.
 - (P) CITY STANDARD SIDEWALK ADDITION, SEE SHEET A003/2.
 - UNAUTHORIZED SIGN, SEE SHEET A003/6.
 - WHEEL STOPS
 - (P) PART OF 3\"/>
 - (E) ASPHALT TO BE REPLACED WITH CITY STANDARD SIDEWALK, SEE SHEET A003/2.

PARKING ANALYSIS
 PER 21.28.040, 1 PARKING SPACE IS REQUIRED PER 250 SF GROSS BUILDING AREA.
 3900 SQ. FT. / 250 = 15.6 (1ST FLOOR)
 PARKING PROVIDED 16
 PARKING REQUIRED 9
 SEE PARKING A003_FINDING/CON_A004
 APPLICATION FOR CHANGE OF LAND USE PERMIT

ACCESSIBLE PARKING SPACES

TOTAL # OF PARKING SPACES PROVIDED	MIN. # OF ACCESSIBLE SPACES REQUIRED
1 - 25	1
26 - 50	2
51 - 75	3
76 - 100	4

- ### NOTES
- THE TENANT SPACE IS FULLY COMPLIANT WITH CURRENT CALIFORNIA ACCESSIBILITY REQUIREMENTS.
 - GENERAL CONTRACTOR TO VERIFY ALL DIMENSIONS AND DESIGNS ON SITE.
 - ALL CONSTRUCTION SITES MUST COMPLY WITH APPLICABLE PROVISIONS OF THE CFC CHAPTER 33 AND STANDARD DETAIL AND SPECIFICATION S13.
 - CONTRACTOR TO OBTAIN AN ENCROACHMENT PERMIT PRIOR TO ANY WORK IN CITY OF CAMPBELL RIGHT-OF-WAY.
 - CROSS SLOPE FOR THE SIDEWALK SHOULD BE 2% OR LESS.
 - DOWEL THE NEW SIDEWALK TO THE EXISTING SIDEWALK AND DRIVEWAY.

HOURS OF OPERATIONS
 MONDAY-FRIDAY 6 AM - 10 AM & 4:30 PM - 7:30 PM
 SATURDAY 8 AM - 10 AM
 SUNDAY CLOSED

CLASS TIME INTERVALS:
 TYPICAL CLASS LENGTH 45 MINUTES - 1 HOUR
 SPECIALTY CLASSES 120 MINUTES
 CLASS INTERVALS 15 MINUTES - 30 MINUTES



GORDON K. WONG, ARCHITECT, LIC# 44445
 1000 GILMAN AVE SUITE 109
 CAMPBELL, CA 95008
 (408) 874-6821
 GORDONKWONG@GKWARCHITECTS.COM



85 Gilman Ave.
 CAMPBELL, CA 95008
 Tenant Improvement

Project Schedule Revision
 Rev # Date Description
 1 08/14/18 Planning &
 2 08/20/18 Public Work
 3 08/20/18 Planning &
 4 08/20/18 Public Work

Rev #	Date	Description
1	08/14/18	Planning &
2	08/20/18	Public Work
3	08/20/18	Planning &
4	08/20/18	Public Work

Cover Sheet, Site Plan, Proposed

A000

SCALE 1/8" = 1'-0"
 3/6/2020 1:47:13 PM



ABBREVIATIONS

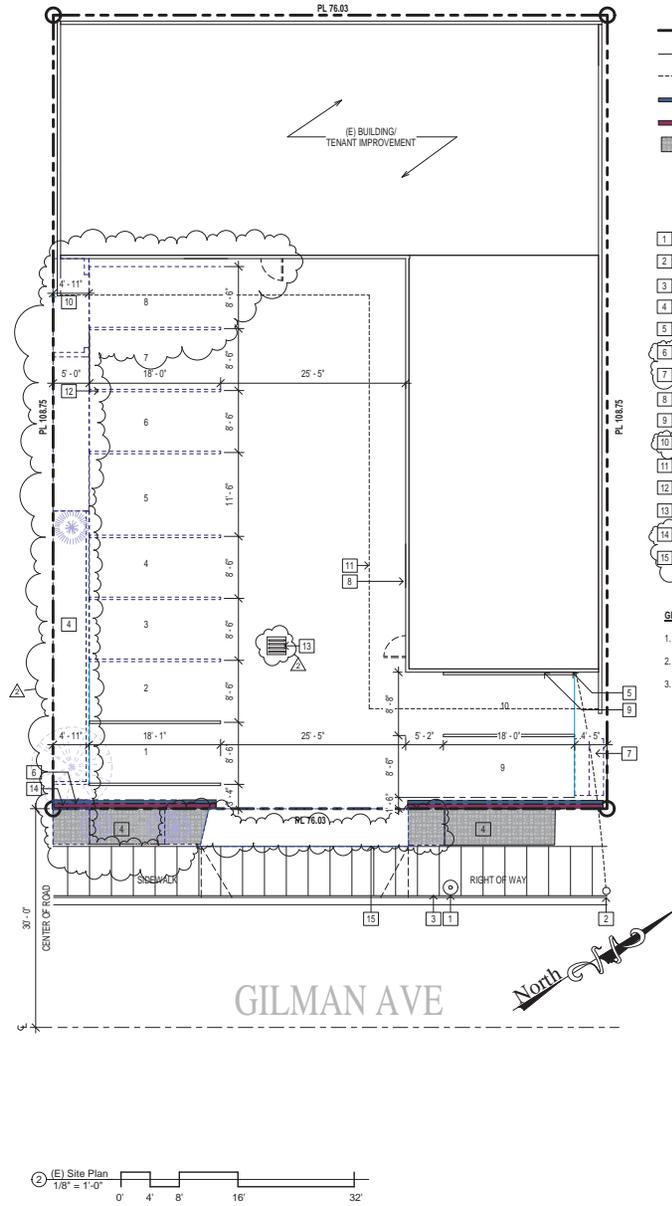
A	ABOVE	G	GALV	GALVANIZED	N	NEW	S	SEE CIVIL DRAWINGS
ABV	ASPHALT CONCRETE	GC	GENERAL CONTRACTOR	N	NORTH	SCD	SCHEDULE	SEE CIVIL DRAWINGS
AC	ADDITION	GL	GLASS	NIC	NOT IN CONTRACT	SD	STORM DRAIN	
ADDL	ADDITION	GND	GROUND	NOM	NOMINAL	SECT	SECTION	
AFF	ABOVE FINISH FLOOR	GWB	GYSUM WALL BOARD	NP	NO PARKING	SEE	SEE ELECTRICAL DRAWINGS	
ASPH	ASPHALT	GYP	GYSUM	NR	NON-RATED	SF	SQUARE FOOT OR FEET	
B	BUILDING	H	HARDBOARD	NTS	NOT TO SCALE	SHR	SHOWER	
BLDG	BUILDING	HDBD	HARDBOARD	O	OVERALL	SHT	SHEET	
BM	BEAM	HDR	HEADER	OA	OVERALL ON CENTER	SHTG	SHEATHING	
BUR	BUILT-UP ROOF	HDRW	HARDWARE	OC	OUTSIDE CENTER	SIM	SIMILAR	
BR	BEDROOM	HDWD	HARDWOOD	OD	OUTSIDE DIAMETER/ DIMENSION	SJ	SEISMIC JOINT	
BW	BOTTOM OF WALL	HTR	HEATER	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED	SL	SEALANT	
C	CABINET	HVAC	HEATING, VENT. & A.C.	OFI	OWNER FURNISHED OWNER INSTALL	SMD	SHEET METAL	
CAB	CABINET	I	INCH	P	PENETRATION	SMF	SOFFIT	
CB	CATCH BASIN	IN	INCH	PENN	PENETRATION	SOG	SLAB ON GRADE	
CEM	CEMENT	INCAND	INCANDESCENT	PERF	PERFORATED	SPD	SEE PLUMBING DRAWINGS SPECIFICATION	
CF	CUBIC FEET	INSUL	INSULATION	PERP	PERPENDICULAR	SQ	SQUARE	
CJ	CONTROL JOINT	INT	INTERIOR	PL	PLATE	SS	SANITARY SEWER	
CL	CLOSET	INV	INVERT	PL	PROPERTY LINE	STD	STANDARD	
CLG	CENTERLINE	J	JOIST	PL	PLASTER	STL	STEEL	
CLG	CEILING	JT	JOINT	PLB	PLUMBING	STOR	STORAGE	
CMC	CONCRETE	JST	JOIST	PLWD	PLYWOOD	STRL	STRUCTURAL	
CPT	CARPET	JT	JOINT	PNL	PANEL	T	TOP	
DR	DRAIN	K	KIPS	POC	POINT OF CONNECTION	TC	TOP OF CURB	
E	EXISTING	K	KITCHEN	PP	PERMEABLE PAVERS	TOC	TOP OF CONCRETE	
(E)	EXISTING	KIP	KICK PLATE	PREFAB	PREFABRICATED	TOP	TOP OF PAVING	
E	EAST	KIT	KITCHEN	PSF	POUNDS PER SQUARE FOOT	TOS	TOP OF STEEL	
ELEC	ELECTRICAL PANEL	KP	KICK PLATE	PSI	POUNDS PER SQUARE INCH	TRD	TREAD	
EP	ELECTRICAL PANEL	L	LOCATION	PTD	PAINTED	TW	TOP OF WALL	
EXT	EXTERIOR	LOC	LOCATION	PTR	PRESSURE TREATED	UTIL	UTILITIES	
F	FOUNDATION	LT	LIGHT	PTRWOO	PRESSURE TREATED WOOD	V	VERTICAL	
FDN	FOUNDATION	M	MEDIUM DENSITY FIBERBOARD	R	REVEAL OR RISER	VERT	VERTICAL	
FH	FIRE HYDRANT	MDF	MEDIUM DENSITY FIBERBOARD	RAD	RADIUS	VTR	VENT THROUGH ROOF	
FIN	FINISH	MECH	MECHANICAL	RCP	REINFORCED CONCRETE PIPE	W	WEST OR WIDTH	
FF	FINISH FLOOR	MEMB	MEMBRANE	RD	ROOF DRAIN	WC	WATER CLOSET	
FL	FLOW LINE	MET	METAL	REF	REFERENCE	WD	WOOD	
FLJDR	FLUORESCENT	MISC	MISCELLANEOUS	REFL	REFLECTED	WIDW	WINDOW	
FOC	FACE OF CONCRETE	MND	MOUNTED	REFR	REFRIGERATOR	WIO	WITHOUT	
FOF	FACE OF FINISH	MTL	METAL	RET	RETAINING OR RETARDANT	WP	WORKING POINT	
FOS	FACE OF STUD	REG	REGISTER	RO	ROUGH OPENING	WPT	WORKING POINT	
FR	FIRE RATED	RO	ROUGH OPENING			WR	WATER RESISTANT	
FS	FLOOR SINK							
FSL	FIRE SPRINKLER							
FTG	FOOTING							

GRAPHIC SYMBOLS

	CONCRETE PAD		BUILDING SECTION		DATUM REFERENCE
	DETAIL REFERENCE		REVISION		WINDOW TYPE
	INTERIOR ELEVATION		WALL TYPE		KEY NOTE

GENERAL NOTES

- IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND SUBCONTRACTORS TO CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS INDICATED ON THESE DRAWINGS AND MAKE KNOWN ANY DISCREPANCIES PRIOR TO COMMENCING THEIR WORK.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS INCLUDING BUT NOT LIMITED TO NATIONAL, CITY, STATE, LOCAL CODES AND ORDINANCES WHICH MAY BE IN EFFECT. ALL MATERIALS, INSTALLATION PROCEDURES AND PLANS SHALL BE APPROVED BY ALL APPLICABLE CODE ENFORCEMENT AUTHORITIES HAVING JURISDICTION, AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN AND PAY FOR ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK.
- THESE DRAWINGS ARE INTENDED FOR USE IN A NEGOTIATED CONSTRUCTION CONTRACT AND THEREFORE, MAY NOT SPECIFICALLY DETAIL OR SPECIFY MATERIAL AND/ OR MANUFACTURERS. THE CONTRACTOR SHALL PROVIDE ALL SAMPLES AND OR CUTS AS REQUIRED TO ASSIST OWNER OR HIS AGENT IN MAKING MATERIAL SELECTIONS. FOR THE PURPOSE OF ESTIMATING, THE CONTRACTORS SHALL USE THE MATERIALS SELECTED BY THE OWNER, OR IN ABSENCE OF SAME, SHALL PROVIDE AN ALLOWANCE AMOUNT AND SO CONDITION ANY COST ESTIMATE. ALL MATERIALS SPECIFIED IN THESE DRAWINGS SHALL BE INCLUDED IN SUCH ESTIMATE.
- NO GUARANTEE OF QUALITY OF CONSTRUCTION IS IMPLIED OR INTENDED BY THE ARCHITECTURAL DOCUMENTS, AND THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY OR ALL CONSTRUCTION DEFICIENCIES.
- THE GENERAL CONTRACTOR SHALL HOLD HARMLESS, INDEMNIFY AND DEFEND THE ARCHITECT FROM ANY ACTION INITIATED BY THE OWNER OR ANY SUBSEQUENT OWNERS FOR CONSTRUCTION DEFICIENCIES, MODIFICATIONS OR SUCH CONDITIONS WHICH MAY BE BEYOND THE CONTROL OF THE ARCHITECT.
- ALL WORK SHALL COMPLY WITH AND RECORD THE CONDITIONS OF ALL EXISTING SITE IMPROVEMENTS INCLUDING PAVED AREAS. THE GENERAL CONTRACTOR SHALL MAKE KNOWN ALL EXISTING DAMAGED OR DISREPAIR ITEMS AND CONDITIONS THAT MAY WORSEN DUE TO THE CONSTRUCTION. ALL ITEMS IN GOOD CONDITION SHALL BE MAINTAIN IN THEIR PRESENT CONDITION AND ANY REPAIR OR DAMAGE WHICH OCCURS DURING CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL THOROUGHLY EXAMINE THE SITE AND SATISFY HIM OR HERSELF AS OF THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED. THE CONTRACTOR SHALL VERIFY AT THE SITE ALL MEASUREMENTS AFFECTING HIS OR HER WORK AND SHALL BE RESPONSIBLE FOR THE CORRECTNESS OF SAME. NO EXTRA COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR THE EXPENSES DUE TO HIS OR HER NEGLIGENCE TO EXAMINE OR FAILURE TO DISCOVER CONDITIONS WHICH MAY AFFECT HIS OR HER WORK.
- ALL WORK SHALL BE COORDINATED WITH THE STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING, ARCHITECTURAL, FIRE PROTECTION AND LIGHTING DRAWINGS APPLYING TO THIS PROJECT PRIOR TO SUBMITTING SHOP DRAWINGS FOR FABRICATION APPROVAL.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH ALL INVOLVED PARTIES AND PREPARE SHOP DRAWINGS.
- ALL NEW INTERIOR PAINT COLOR, FLOOR, WALLS AND CEILING FINISHES SHALL BE SELECTED BY OWNER AT THE TIME WHEN IT IS NECESSARY FOR THE COMPLETION OF THE PROJECT.
- THE CONTRACTOR SHALL PERFORM ALL CUTTING AND PATCHING REQUIRED TO COMPLETE THE WORK OR TO MAKE ITS PARTS FIT TOGETHER PROPERLY WITHOUT COMPROMISING THE QUALITY OF THE WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATE BRACING, SHORING, AND PROTECTING ALL WORK DURING CONSTRUCTION, AGAINST DAMAGE, BREAKAGE, COLLAPSE, DISTORTIONS, AND OFF ALIGNMENTS ACCORDING TO CODES AND STANDARDS OF GOOD PRACTICE.
- ALL PUBLIC IMPROVEMENTS SHALL BE MADE IN ACCORDANCE WITH THE LATEST ADOPTED CITY STANDARDS. THE STORING OF GOOD AND MATERIALS ON SIDEWALK AND/ OR STREET SHALL NOT BE ALLOWED UNLESS THE CONTRACTOR HAS APPLIED AND SECURED A SPECIAL PERMIT WHICH ALLOW SUCH STORAGE TO BE PLACED.
- OWNERSHIP OF DRAWINGS: THESE DRAWINGS ARE THE PROPERTY OF GUY ARCHITECTS - GORDON WONG, ARCHITECT. THE DRAWINGS SHALL NOT BE USED FOR ANY OTHER PURPOSE EXCEPT AS APPROVED BY THE ARCHITECT.
- LIMITATION OF THE WORK: THE LIMITS OF THE WORK ARE ESTABLISHED BY THE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING TRADESMEN WITH THESE LIMITS.



- LEGEND**
- PROPERTY LINE
 - - - CENTER LINE
 - - - ROOF OVERHANG
 - GATE
 - 3 TALL WALL
 - MULCH
- KEYNOTES**
- STREET LIGHT
 - ELECTRICAL POLE
 - CLEAN OUT
 - PLANTING
 - ELECTRICAL PANEL
 - IRRIGATION VALVES TO BE REMOVED
 - INGERSOLL COMPRESSOR TO BE REMOVED
 - MAILBOX
 - POGE METER
 - TRASH ENCLOSURE TO BE REMOVED
 - ROOF OVERHANG
 - PARKING SPACES TO BE RESTRICTED
 - DRAIN
 - PART OF 3 TALL WALL TO BE DEMOLISHED
 - (E) ASPHALT TO BE REPLACED WITH CITY STANDARD SIDEWALK SEE SHEET A0032
- GENERAL NOTES**
- GENERAL CONTRACTOR TO VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS
 - ALL ELEMENTS IN BLACK ARE EXISTING AND TO REMAIN
 - ALL ELEMENTS IN DASHED BLUE ARE EXISTING AND TO BE DEMOLISHED



GORDON WONG, ARCHITECT, LIC# 14445
 85 GILMAN AVE., SUITE 100
 CAMPBELL, CA 95008
 (408) 351-1335
 GUYARCHITECTS.COM



85 Gilman Ave.
 CAMPBELL, CA 95008
 Tenant Improvement

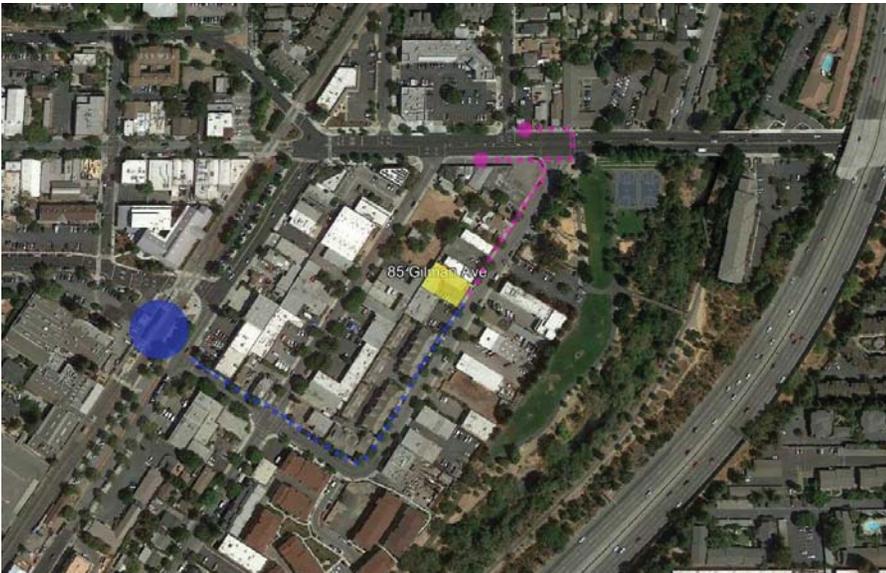
Rev	Date	Description
1	03/09/20	Permitting & Public Work
2	03/09/20	Permitting & Public Work

Architectural Notes
 Abbreviation & Site Plan, Existing

A001
 SCALE 1/8" = 1'-0"
 3/6/2020 1:47:14 PM



PHOTOS OF SITE, EXISTING

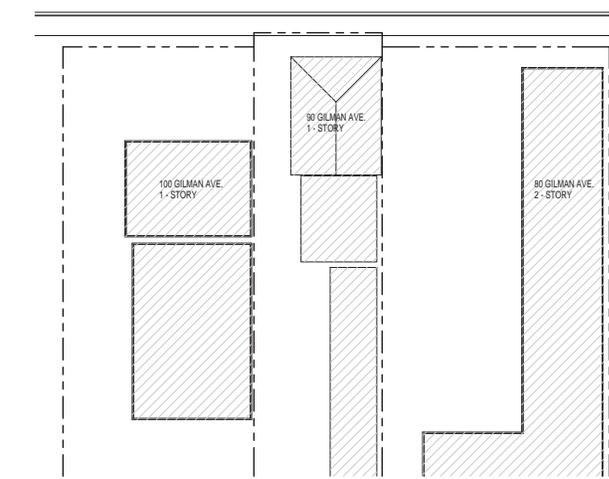
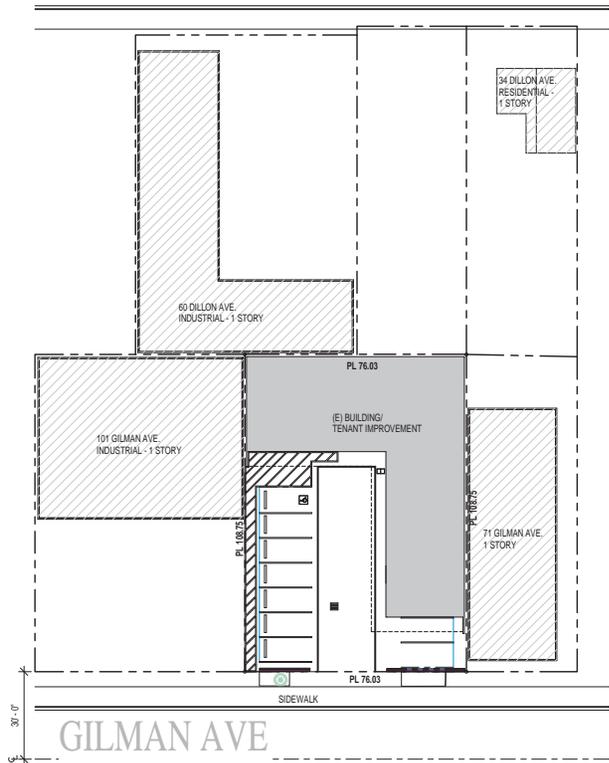


PARKING MODIFICATION ENDINGS

FROM DOWNTOWN CAMPBELL LRT STATION 6 MIN WALKING, 0.3 MILES (1,584 FEET)
 FROM CAMPBELL & GILMAN BUS STOPS 2 MIN WALKING, 0.1 MILES (528 FEET)
 PROVIDED BIKE RACKS 1 (6 BICYCLE PARKING)
 MAX # OF PARTICIPANTS 8 ATHLETES + 1 TRAINER
 # OF (P) PARKING 9 (1 ADA PARKING INCLUDED)

LEGEND

- BUS STOP
- LIGHT RAIL STATION
- PROJECT LOCATION



- LEGEND**
- PROPERTY LINE
 - CENTER LINE
 - SCOPE OF WORK, TENANT IMPROVEMENT
 - ADJACENT BLDG, NOT PART OF SCOPE



① Adjacent Site Plan
1" = 20'-0"

Adjacent Site Plan



GORDON K WONG, ARCHITECT, LIC# 18484
 1007 FERRAN AVENUE UNIT A
 CAMPBELL, CA 95008 408 351-3335
 GORDONWONGARCHITECTS.COM



85 Gilman Ave,
 CAMPBELL, CA 95008
 Tenant Improvement

Rev #	Date	Description
1	2020.02.02	Planning & Public Work
2	2020.03.02	Planning & Public Work

Adjacent Site Plan

A002

SCALE 1/8" = 1'-0"

3/6/2020 1:47:17 PM



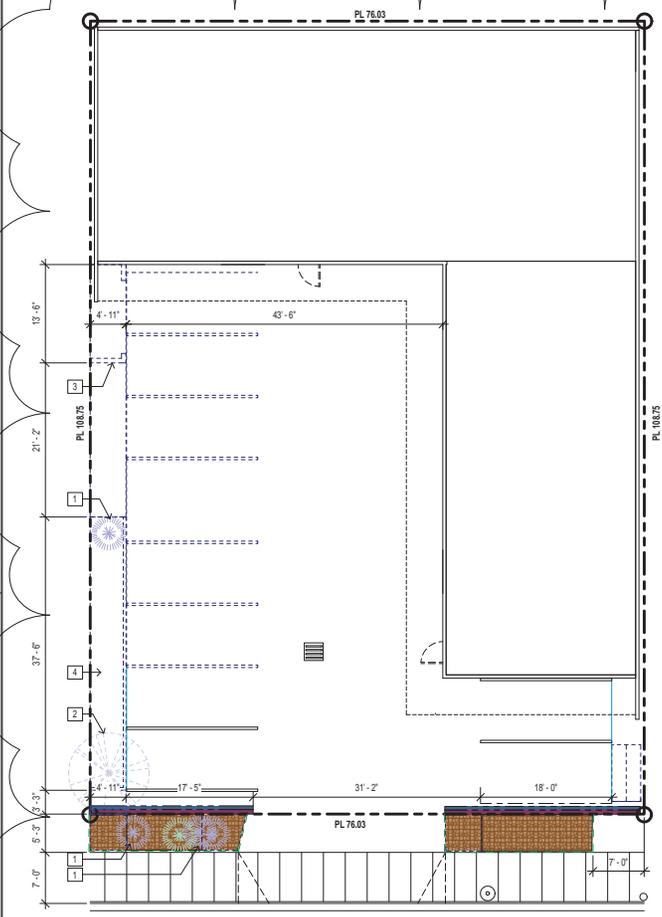
GORDON K WONG, ARCHT/ENR, LIC# 44445
 10001 GILMAN AVE, SUITE 100
 CAMPBELL, CA 95008 408.351.3335
 GORDONKWONGARCHITECTS.COM



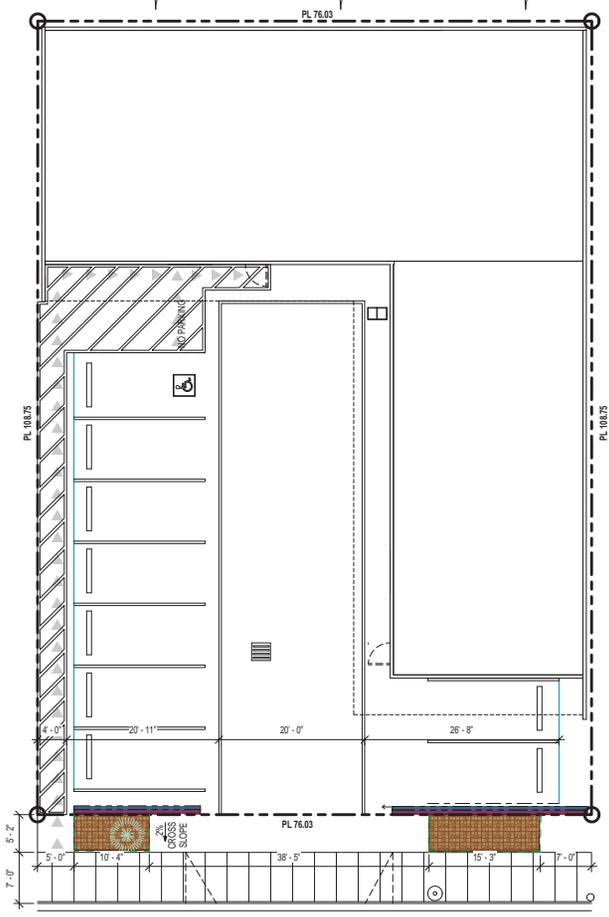
85 Gilman Ave,
 CAMPBELL, CA 95008
 Tenant Improvement

Fence & Landscape Plan

- (E) KEYNOTES**
- 1 SHRUBS
 - 2 TREE (7" DIAMETER) TO BE REMOVED
 - 3 TRASH ENCLOSURE WALL TO BE DEMOLISHED
 - 4 PLANTING
- LEGEND**
- PROPERTY LINE
 - - - ROOF OVERHANG
 - (P) ROLLING GATE & FENCE
 - ▬ 3' TALL WALL, CONCRETE BLOCK
 - ▬ 1' 6" TALL FENCE
 - MULCH
 - EARTH
 - ▶▶▶ PATH OF ACCESSIBLE TRAVE
 - (E) TREE, LAUREL 7" DIAMETER
 - (E) BUSH TO BE REMOVED
 - (E) BUSH



2 Landscape Plan, Existing
 1/8" = 1'-0"



1 Landscape Plan, Proposed
 1/8" = 1'-0"



(E) UTILITY SCREENING



(E) TRASH ENCLOSURE FROM STREET PERSPECTIVE



(E) TRASH ENCLOSURE

Rev #	Date	Description
1	2020.02.02	Final
2	2020.03.02	Public Work
3	2020.03.02	Public Work

Fence & Landscape Plan

A004

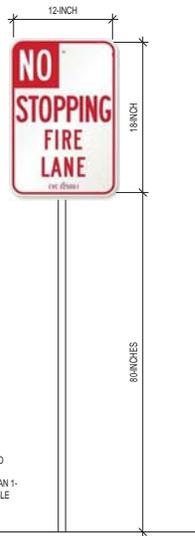
SCALE 1/8" = 1'-0"

3/6/2020 1:47:29 PM



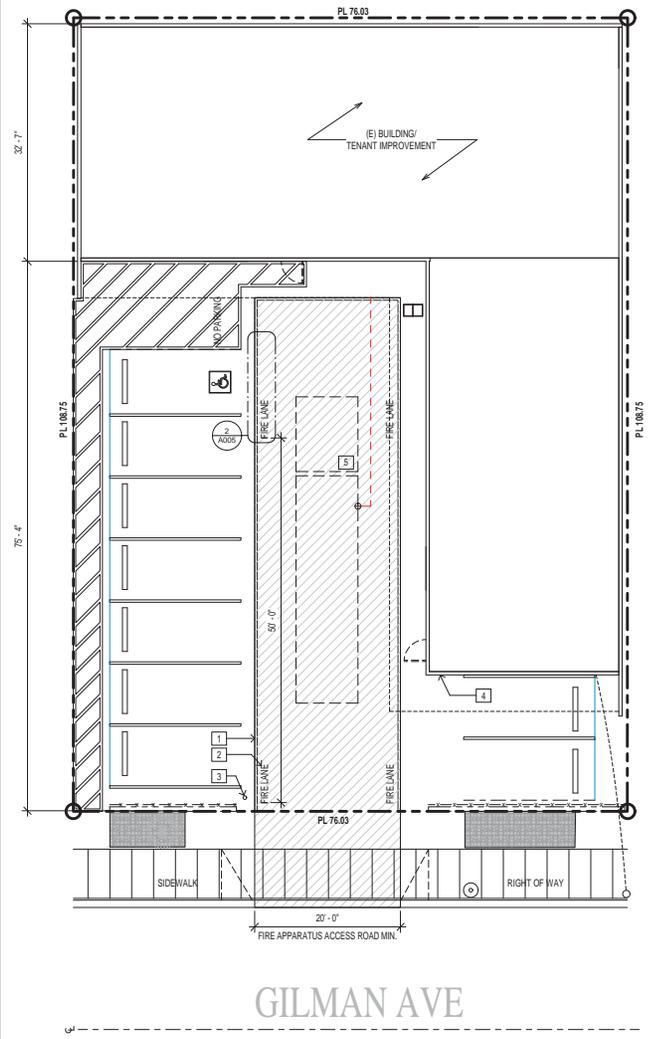
2 Callout of Fire Lane
1/2" = 1'-0"

FIRE DEPARTMENT SANTA CLARA COUNTY
SPEC NO. A.6: FIRE LANE MARKING



FIRE DEPARTMENT SANTA CLARA
COUNTY SPEC NO. A.6:
SIGNAGE: 2. SIGNS SHALL READ: "NO
STOPPING-FIRE LANE 22500.1 CIVIC"
LETTERING SHALL BE NOT LESS THAN 1-
INCH IN HEIGHT AND CLEARLY VISIBLE
FROM A VEHICLE.

3 FIRE LANE SIGNAGE
3/4" = 1'-0"



1 Fire Access Analysis
1/8" = 1'-0"

- LEGEND**
- PROPERTY LINE
 - CENTER LINE
 - ROOF OVERHANG
 - x-x-x- ROLLING GATE
 - 3 TALL WALL
 - - - - - FIRE HOSE
 - ▨ FIRE LANE

- KEYNOTES**
- 1 FIRE LANE OUTLINE
 - 2 "FIRE LANE" MARKING
 - 3 SIGNAGE, SEE A005/3
 - 4 ADDRESS NUMBER
 - 5 FIRE TRUCK



GORDON & WONG ARCHITECTS, INC. 1444
1001 FERRIS AVENUE, SUITE 100
CAMPBELL, CA 95008 408.351.3135
GORDONWONGARCHITECTS.COM



Fire Access Analysis

85 Gilman Ave,
CAMPBELL, CA 95008
Tenant Improvement

Rev	Date	Description
1	2019.12.12	Planning & Public Work
2	2020.03.03	Planning & Public Work

Fire Access
Analysis

A005

SCALE 1/8" = 1'-0"

3/6/2020 1:47:30 PM



GORDON K WONG, ARCHITECT, LIC# 44465
 1001 FISHMAN AVENUE, SUITE 100, CAMPBELL, CA 95008
 408.351.3135
 GORDONWONGARCHITECTS.COM



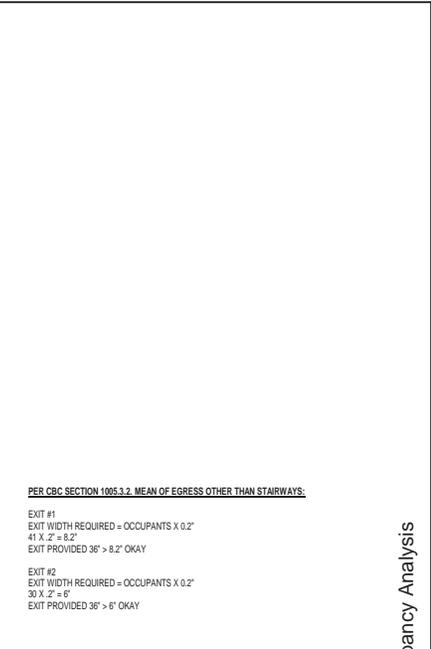
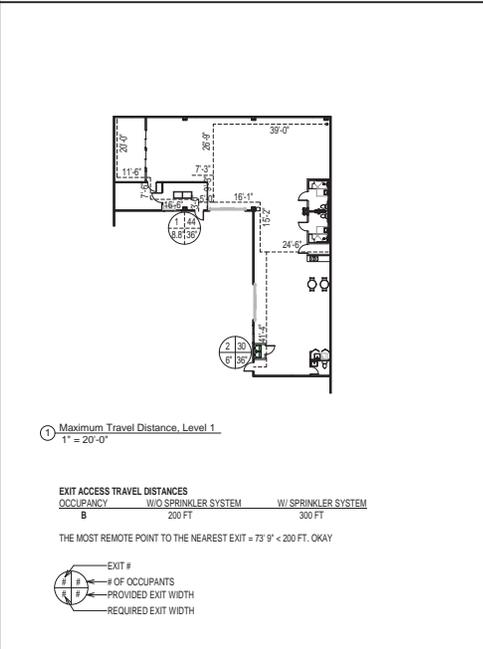
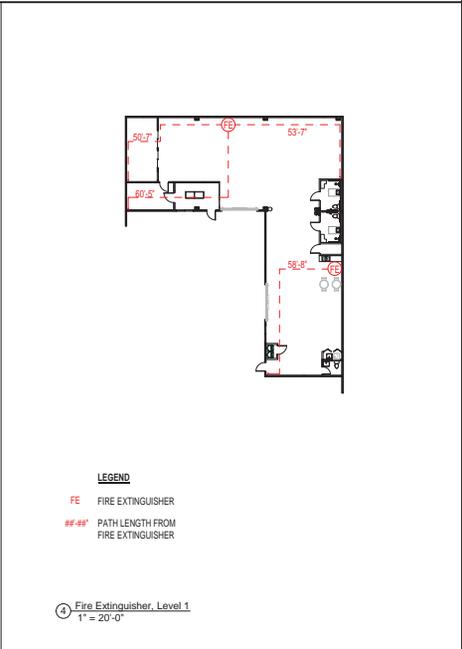
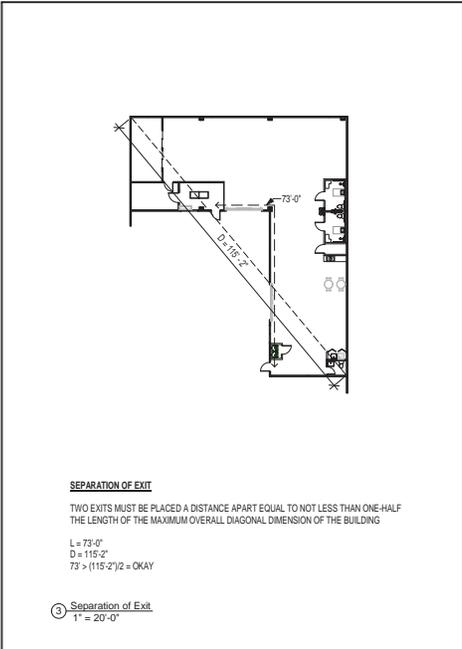
85 Gilman Ave.
 CAMPBELL, CA 95008
 Tenant Improvement

Rev #	Date	Description
1	2019.12.12	Planning & Public Work
2	2020.03.02	Planning & Public Work

Egress & Occupancy Analysis

A100
 SCALE 1/8" = 1'-0"
 3/6/2020 1:47:34 PM

Egress & Occupancy Analysis



PER CAMPBELL MUNICIPAL CODE
 USE: STUDIO, SMALL
 OCCUPANTS: UP TO 12 PARTICIPANTS

PER CBC SECTION 1005 - OCCUPANCY CLASSIFICATION AND EXITING OCCUPANT LOAD FACTOR (OLF)

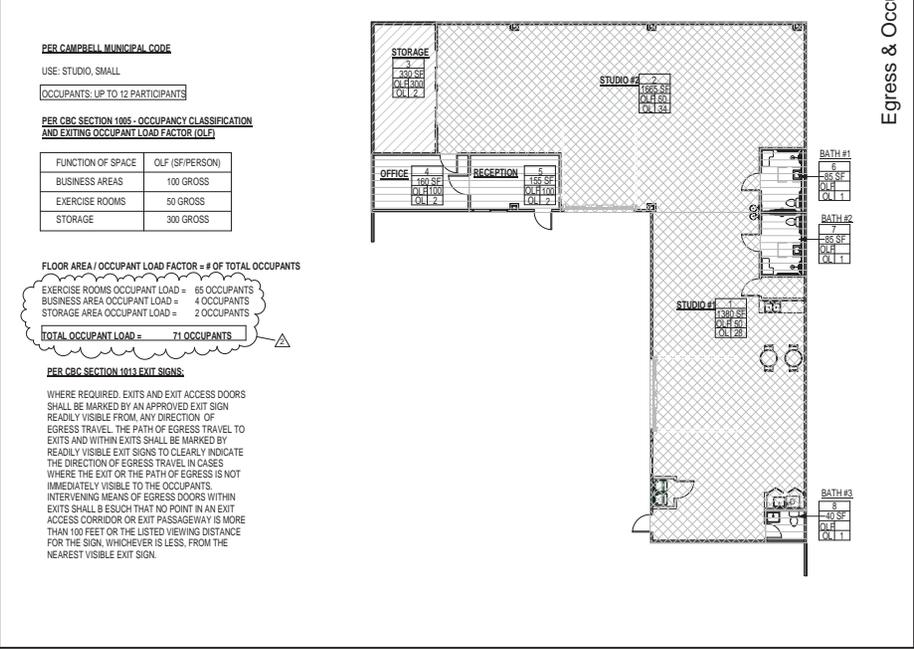
FUNCTION OF SPACE	OLF (SP/PERSON)
BUSINESS AREAS	100 GROSS
EXERCISE ROOMS	50 GROSS
STORAGE	300 GROSS

FLOOR AREA / OCCUPANT LOAD FACTOR = # OF TOTAL OCCUPANTS

EXERCISE ROOMS OCCUPANT LOAD = 65 OCCUPANTS
 BUSINESS AREA OCCUPANT LOAD = 4 OCCUPANTS
 STORAGE AREA OCCUPANT LOAD = 2 OCCUPANTS

TOTAL OCCUPANT LOAD = 71 OCCUPANTS

PER CBC SECTION 1013 EXIT SIGNS:
 WHERE REQUIRED, EXITS AND EXIT ACCESS DOORS SHALL BE MARKED BY AN APPROVED EXIT SIGN READILY VISIBLE FROM ANY DIRECTION OF EGRESS TRAVEL. THE PATH OF EGRESS TRAVEL TO EXITS AND WITHIN EXITS SHALL BE MARKED BY READILY VISIBLE EXIT SIGNS TO CLEARLY INDICATE THE DIRECTION OF EGRESS TRAVEL IN CASES WHERE THE EXIT OR THE PATH OF EGRESS IS NOT IMMEDIATELY VISIBLE TO THE OCCUPANTS. INTERVENING MEANS OF EGRESS DOORS WITHIN EXITS SHALL BE SUCH THAT NO POINT IN AN EXIT ACCESS CORRIDOR OR EXIT PASSAGEWAY IS MORE THAN 100 FEET OR THE LISTED VIEWING DISTANCE FOR THE SIGN, WHICHEVER IS LESS, FROM THE NEAREST VISIBLE EXIT SIGN.





GORDON K WONG, ARCHITECT, LIC# 41445
 2007 FERRIS AVENUE, SUITE 100
 CAMPBELL, CA 95008, 408.351.3135
 GORDONWONGARCHITECTS.COM



85 Gilman Ave.
 CAMPBELL, CA 95008
 Tenant Improvement

Rev	Date	Description
1	09/11/19	Final
2	09/11/19	Final
3	09/11/19	Final
4	09/11/19	Final
5	09/11/19	Final
6	09/11/19	Final
7	09/11/19	Final
8	09/11/19	Final
9	09/11/19	Final
10	09/11/19	Final

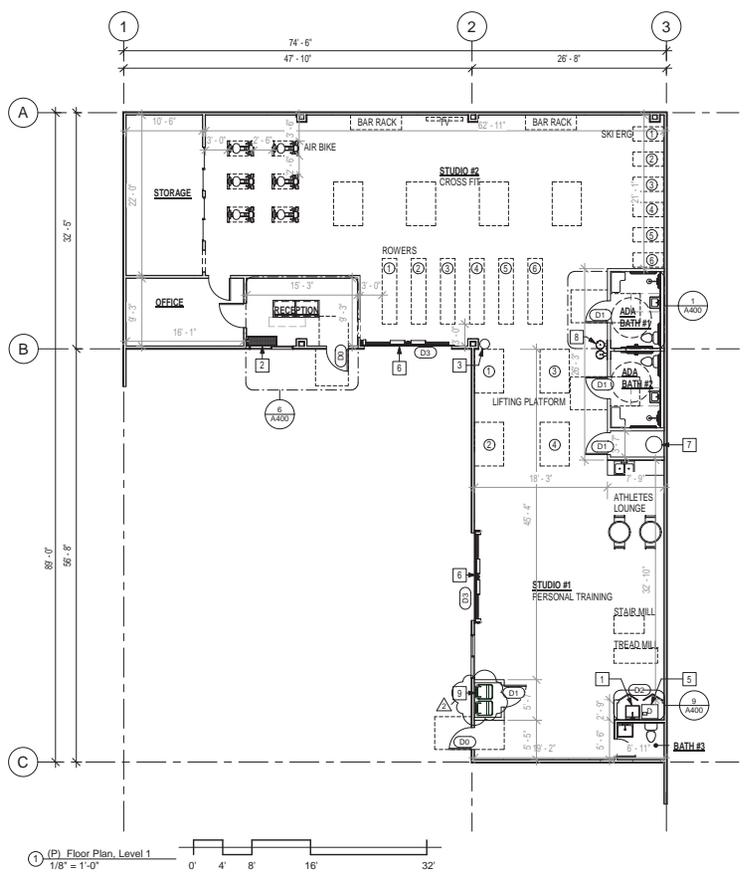
Floor Plans, Proposed

A201

SCALE 1/8" = 1'-0"

3/6/2020 1:47:39 PM

Floor Plans, Proposed

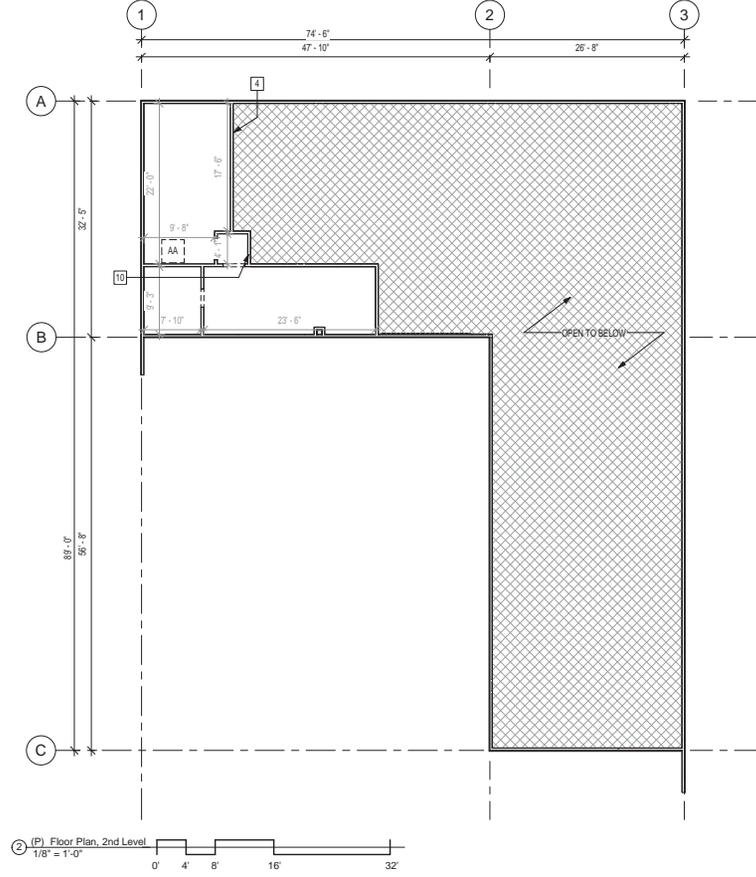


1 (P) Floor Plan, Level 1
 1/8" = 1'-0"

LEGEND
 [---] ATTIC ACCESS

- (P) KEY NOTES**
- | | | |
|---|------------------------------|--------------------------------|
| 1 UTILITY SINK | 5 STACKABLE WASHER / DRYER | 9 TRASH ROOM |
| 2 WIRE MESH DISPLAY SHELVING | 6 ALUMINUM FULL-VIEW DOOR | 10 WALL TO CLOSE THE 2ND FLOOR |
| 3 CENTRAL VAC | 7 WATER HEATER | |
| 4 CLOSING OPENING WITH FULL HEIGHT WALL | 8 HIGH-LOW DRINKING FOUNTAIN | |

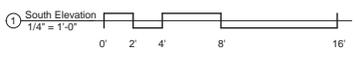
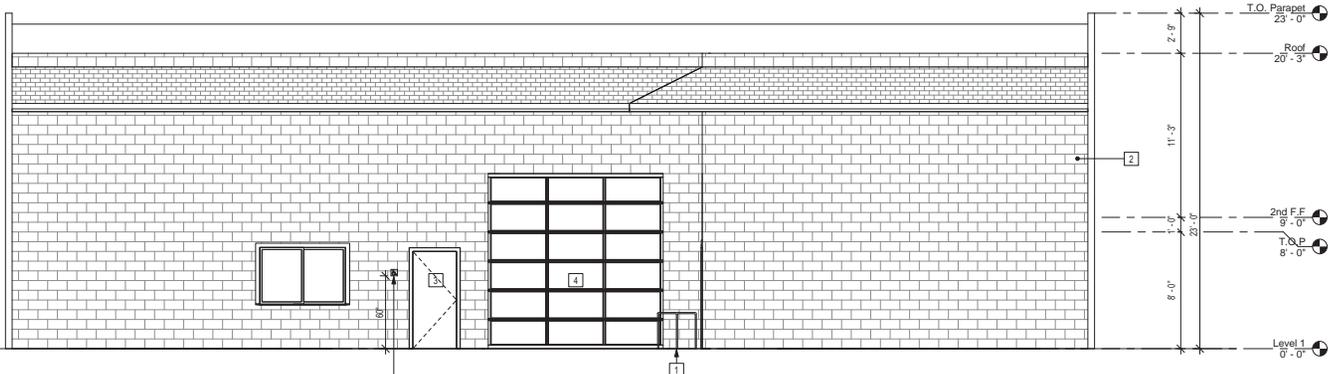
Door Schedule					
Type Mark	Count	Comments	Height	Width	Phase Created
D0	2	Single-Flush	6' - 8"	3' - 0"	Existing
D1	4	Single-Flush	6' - 8"	3' - 0"	New Construction
D2	1	Bifold	6' - 8"	6' - 0"	New Construction
D3	2	Full-View Door	12' - 0"	12' - 0"	New Construction



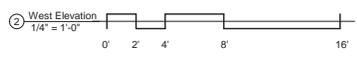
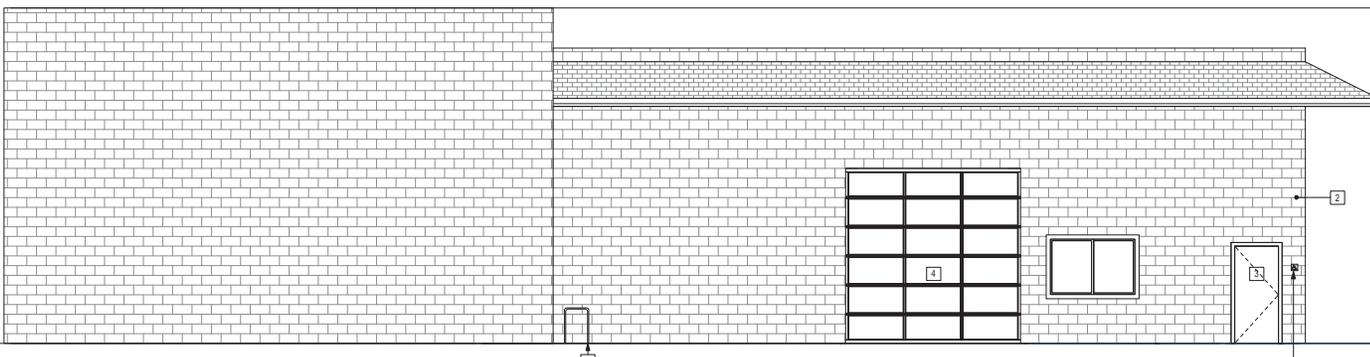
2 (P) Floor Plan, 2nd Level
 1/8" = 1'-0"

FLOOR PLAN NOTES

- EXIT DOORS SHALL BE EQUIPPED WITH A SINGLE OPERATION LATCH AND SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT USE OF A KEY OR A SPECIAL KNOWLEDGE OR EFFORT. SEE A200 DOOR SCHEDULE.
- THE MAIN EXTERIOR DOOR IS EQUIPPED WITH KEY-OPERATED LOCKING DEVICES FROM THE EGRESS SIDE. THE LOCKING DEVICE IS READILY DISTINGUISHABLE AS LOCKED. A READILY VISIBLE DURABLE SIGN IS POSTED ON THE EGRESS SIDE. SEE SHEET A200 DETAIL A FOR DOOR SIGN. THE USE OF THE KEY-OPERATED LOCKING DEVICE IS REVOCABLE BY THE BUILDING OFFICE FOR DUE CAUSE.
- ALL PORTIONS OF THE BUILDING SHALL BE PROVIDED WITH FIRE EXTINGUISHERS OF SIZE AND WITHIN THE TRAVEL DISTANCES REQUIRED BY THE CFC. AT A MINIMUM, PROVIDE SIZE 2A:20B0 FIRE EXTINGUISHER IN ORDINARY HAZARD AREA LOCATED AT 50 FEET TRAVEL DISTANCE TO ANY POINT. SIZE 2A:18C0 FOR THE LIGHT HAZARD COMMON AREAS LOCATED AT 75 FEET TRAVEL DISTANCE TO ANY POINT OF THE BUILDING. 75 FEET TRAVEL DISTANCE TO FIRE EXTINGUISHER CABINETS MUST BE MEASURED FROM THE MOST REMOTE ROOM.
- TEMPORARY FIRE EXTINGUISHERS SHALL BE PROVIDED DURING CONSTRUCTION.
- THE THRESHOLD (ABOVE FLOOR AND LANDING ON BOTH SIDES) AT BUILDING ENTRANCE DOORS HAS A MAXIMUM HEIGHT OF 1/2".
- THE MAXIMUM DOOR OPENING EFFORTS IS 5 LBS. FOR EXTERIOR AND INTERIOR DOORS.
- IF A DOOR HAS A CLOSER THEN THE SWEEP PERIOD OF THE CLOSER SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO A POSITION 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM.
- ALL DOORS ARE EQUIPPED WITH SINGLE EFFORT, NON-GRASP HARDWARE ((E, LEVER) CENTERED BETWEEN 34" AND 44" ABOVE THE FLOOR.



INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) AT BUILDING ENTRANCES MOUNTED ON THE WALL ADJACENT TO ENTRY DOOR AT 5 FEET ABOVE FINISH FLOOR PER 119-703.7. SEE SIGN 44AS1



INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) AT BUILDING ENTRANCES MOUNTED ON THE WALL ADJACENT TO ENTRY DOOR AT 5 FEET ABOVE FINISH FLOOR PER 119-703.7. SEE SIGN 44AS1

CLOREY COMMERCIAL - MODELS 902, 903
architectural series

ALUMINUM FULL-VIEW DOORS

Cloray Aluminum Full-View Doors offer designers the flexibility of working within a budget while maintaining the appearance of a brick building. A wide selection of panels and custom glazing options make a bold statement in retail and other environments.

- 2 1/2" (64 mm) thick construction, 100% 7055 industrial aluminum alloy with anodized finish for long-term durability.
- Excludes support and installation help used for the entrance and walls to meet accessibility.
- Tongue and groove threshold rail.
- Available in a wide variety of powder-coated and anodized finish colors.
- Heavy glazing options available, including Thermaglass, Low-E glass and polycarbonate panels in various colors.
- Model 902 features an 8" x 8" top center panel glazing with anodized glazing system. Model 903 is the full-view and features anodized glazing.

Image approved for illustration

*OWNER ALLOWED TO CHOOSE ALTERNATIVE COMPLIANT PRODUCT



- KEYNOTES**
- 1 (P) BIKE RACK, SEE SHEET A003.9.
 - 2 (E) CMU WALL
 - 3 (E) ENTRANCE
 - 4 (P) ALUMINUM FULL-VIEW DOORS

*PROPOSED COLOR
CHOCOLATE (PAINTED)

Elevations



DRAFTSMAN: MARIANNE HENRY
ARCHITECT: KENNETH CAMPBELL
ADDRESS: 1400 31ST STREET, CAMPBELL, CA 95008
PHONE: (408) 786-9445
EMAIL: MARIANNE@ARCHITECTS.COM



85 Gilman Ave.
CAMPBELL, CA 95008
Tenant Improvement

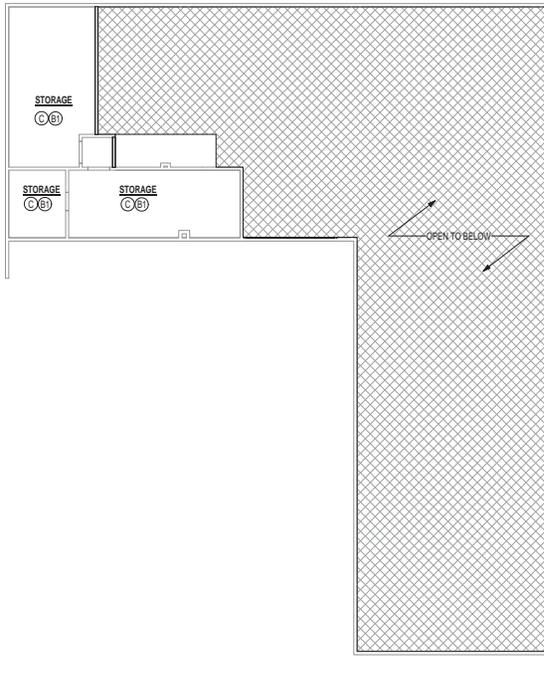
Rev	Date	Description
1	2019.02.04	Final
2	2020.03.02	Final

Elevations

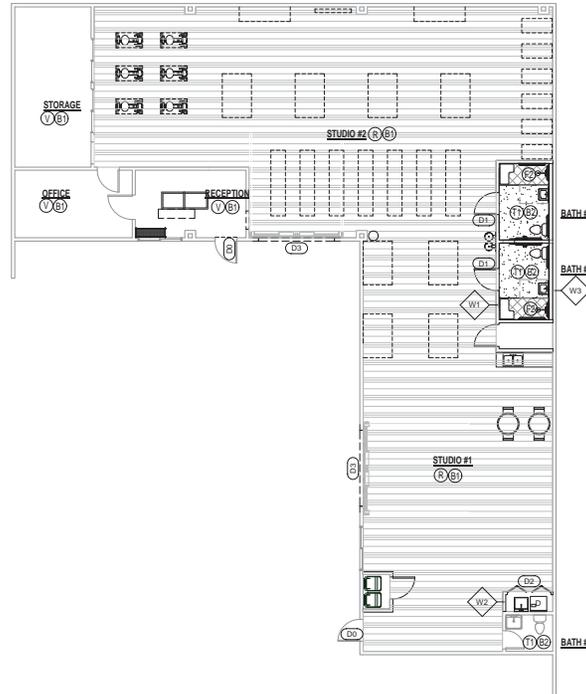
A300

SCALE 1/8" = 1'-0"

3/6/2020 1:47:40 PM



② Interior Finished, Level 2
1/8" = 1'-0"



① Interior Finishes, Level 1
1/8" = 1'-0"

FINISH SCHEDULE

		RECEPTION	OFFICE	STORAGE	STUDIO	BATHROOM	SHOWER
WALLS	P 1	GWB PAINTED	X	X	X	X	X
	P 2	GWB PAINTED					
	T	PORCELAIN TILE					
FLOORING	F1	FIBERGLASS REINFORCED PINE	X	X	X	X	X
	V	WHITE VCT TILE	X	X	X	X	X
	T1	PORCELAIN TILE					
BASE	F2	FIBERGLASS					
	R	RUBBER MAT					
	C	CARPET					
CEILING	B1	RUBBER BASE					
	B 2	TILE 3/8" COVE					
	C1	SMOOTH CEILING TILE					
	C2	OPEN					
	C3	GWB PAINTED	X	X	X	X	X

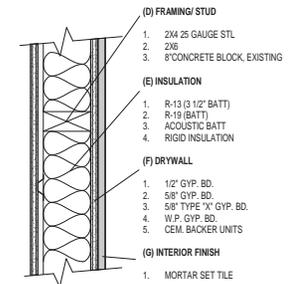
LEGEND

Ⓜ FINISH TYPE

Door Schedule

Type Mark	Count	Comments	Height	Width	Phase Created
D0	2	Single-Flush	6' - 8"	3' - 0"	Existing
D1	4	Single-Flush	6' - 8"	3' - 0"	New Construction
D2	1	Bifold	6' - 8"	6' - 0"	New Construction
D3	2	Full-View Door	12' - 0"	12' - 0"	New Construction

WALL ASSEMBLY SCHEDULE



WALL TYPES	WALL ASSEMBLY
W1	(F1, D1, E2, F1, G1)
W2	(F1, D1, E2, F1)
W3	(D3, D2, F1, G1)

Schedule & Finishes



GORDON K WONG, ARCHITECT, LIC# 14445
 855 GILMAN AVE., SUITE 100
 CAMPBELL, CA 95008 408.351.3135
 GORDONWONGARCHITECTS.COM



85 Gilman Ave.
 CAMPBELL, CA 95008
 Tenant Improvement

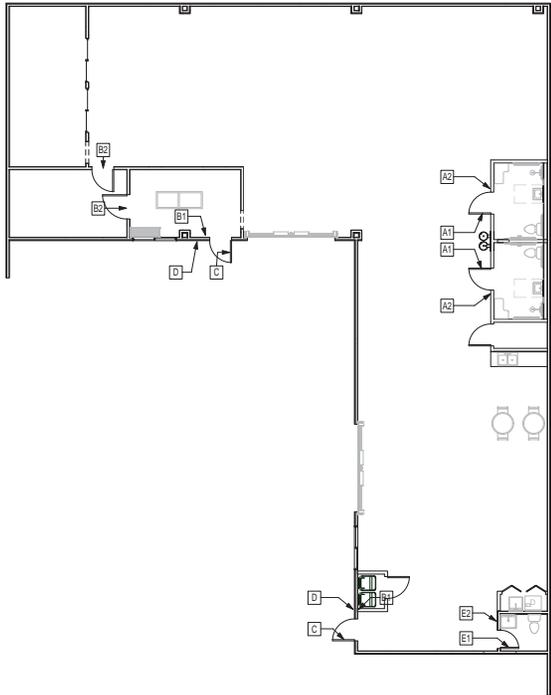
Rev #	Date	Description
1	2019.12.12	Finishing & Public Work
2	2020.03.03	Finishing & Public Work

Schedule & Finishes

A500

SCALE 1/8" = 1'-0"

3/6/2020 1:47:53 PM



8 Sign Location, Proposed
1/8" = 1'-0"

DOOR NOTES:

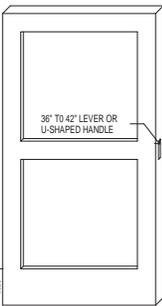
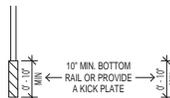
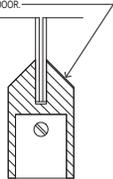
A NARROW FRAME WITH A BEVELED TOP EDGE (30 DEGREE MAXIMUM BEVEL TO VERTICAL PLANE) INSTALLED AT THE BOTTOM OF A GLASS DOOR (WITH NO SIDE FRAMES) MAY BE USED IN LIEU OF PROVIDING THE REQUIRED 10-INCH UNINTERRUPTED SURFACE AT THE BOTTOM OF THE DOOR.

DOOR TYPE:

1. MINIMUM 10" HIGH SMOOTH SURFACE AT DOOR BOTTOM, EITHER ATTACHED PANEL OR BOTTOM RAIL.
2. OPENABLE FROM INSIDE WITHOUT USE OF KEY OR SPECIAL KNOWLEDGE OR EFFORT.
3. OPENABLE BY SINGLE EFFORT LEVER-TYPE DEVICE (NOT REQUIRING GRASPING).
4. MOUNTED 36" TO 42"
5. MAXIMUM 8.5 LBS. EFFORT TO OPERATE EXTERIOR DOOR, 5 LBS. FOR INTERIOR.

HARDWARE:

1. MINIMUM 10" HIGH SMOOTH SURFACE AT DOOR BOTTOM, EITHER ATTACHED PANEL OR BOTTOM RAIL.
2. OPENABLE FROM INSIDE WITHOUT USE OF KEY OR SPECIAL KNOWLEDGE OR EFFORT.
3. OPENABLE BY SINGLE EFFORT LEVER-TYPE DEVICE (NOT REQUIRING GRASPING).
4. MOUNTED 36" TO 42"
5. MAXIMUM 8.5 LBS. EFFORT TO OPERATE EXTERIOR DOOR, 5 LBS. FOR INTERIOR.



11B-404.2.10. EXCEPTIONS 2

TEMPERED GLASS DOORS WITHOUT STILES AND HAVING A BOTTOM RAIL OR SIDE WITH THE TOP LEADING EDGE TAPERED AT 60 DEGREES MINIMUM FROM THE HORIZONTAL SHALL NOT BE REQUIRED TO MEET THE 10 INCH (254MM) BOTTOM SMOOTH SURFACE HEIGHT REQUIREMENT.

11B-404.2.8 CLOSING SPEED. DOOR AND GATE CLOSING SPEED SHALL COMPLY WITH SECTION 11B-404.2.8.

11B-404.2.1 DOOR CLOSERS AND GATE CLOSERS. DOOR CLOSERS AND GATE CLOSERS SHALL BE ADJUSTED SO THAT FROM AN OPEN POSITION OF 90 DEGREES, THE TIME REQUIRED TO MOVE THE DOOR TO POSITION OF 12 DEGREES FROM THE LATCH IS 5 SECONDS MINIMUM.

11B-404.2.9 (4) DOOR AND GATE OPENING FORCE. THE FORCE FOR PUSHING OR PULLING OPEN A DOOR OR GATE SHALL BE AS FOLLOWING:
4. EXTERIOR HINGED DOOR: 5 POUNDS (22.2 N) MAXIMUM. THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT HOLD THE DOOR OR GATE IN A CLOSED POSITION. (FIRE DOORS MAY HAVE UP TO 15 POUNDS TO ACHIEVE POSITION LATCHING)

9 ADA DOOR
3/4" = 1'-0"

ALL GENDER ADA SYMBOL

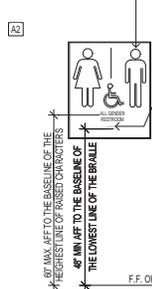


A1
DOOR SIGNS SHALL BE CENTERED ON THE DOORS AND MOUNTED AT A HEIGHT OF 60 INCHES ABOVE FINISH FLOOR TO THE CENTERLINE OF THE SYMBOL (CBC SEC. 11B-703.7.2).

THE SYMBOL SHALL CONSIST OF WHITE FIGURE ON A BLUE BACKGROUND. THE COLOR BLUE SHALL APPROXIMATE FS 15090 IN FEDERAL STANDARD 595C (CBC SEC. 11B-703.7.2.1).

THE SYMBOL'S COLOR AND CONTRAST SHALL BE DISTINCTLY DIFFERENT FROM THE COLOR AND CONTRAST OF THE DOOR.

PICTOGRAM SHALL SET WITH A MIN. 6" FIELD HEIGHT



BRAILLE SHALL BE FLUSH LEFT OR CENTERED, AND SHALL BE PLACED TOGETHER BELOW ALL LINES OF TEXT PER: 11B 703.3.2

CORRESPONDING BRAILLE FOR ALL DOOR SIGNS. VISUAL CHARACTERS SHALL COMPLY WITH SECTION 11B-703.5 (CBC SEC. 11B-703.5).

THE SYMBOL SHALL CONSIST OF WHITE FIGURE ON A BLUE BACKGROUND. THE COLOR BLUE SHALL APPROXIMATE FS 15090 IN FEDERAL STANDARD 595C (CBC SEC. 11B-703.7.2.1).

RAISED CHARACTER SHALL BE UPPER CASE AND SANS SERIF PER: 11B 703.2.2, 11B 703.3.3.

CHARACTERS SHALL CONTRAST WITH THEIR BACKGROUND (LIGHT-ON-DARK OR DARK-ON-LIGHT) WITH NON GLARE FINISH PER: 11B 703.5.1

RAISED CHARACTERS SHALL BE MIN. 1/32" ABOVE THEIR BACKGROUND PER: 11B 703.2.1

1 Unisex Restroom ADA
12" = 1'-0"

E1



5 Unisex Restroom Sign
12" = 1'-0"

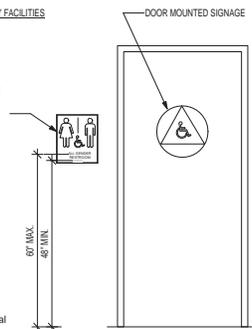
E2



DOOR SIGNAGE FOR SANITARY FACILITIES

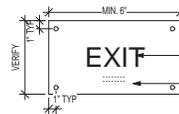
WALL MOUNTED BRAILLE SIGNAGE TO BE MOUNTED ON THE LATCH SIDE OF THE DOOR WITH THE SIGN CENTERED 60" ABOVE THE FLOOR. VERIFY USE AND LOCATION PER SIGNAGE PLAN.

ALL GENDER PICTOGRAM PROVIDED DIRECTLY ABOVE THE RAISED LETTER. 6" MIN. FIELD HEIGHT PER 11B-703.6.1.



6 Restroom Door & Sign, Typical
6" = 1'-0"

B1

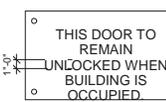


2 Tactile Exit Signage
12" = 1'-0"

B2



C



3 Door Sign, Locks & Latches
12" = 1'-0"

LOCKS AND LATCHES: (2) A READILY VISIBLE DURABLE SIGN IS POSTED ON THE EGRESS SIDE ON OR ADJACENT TO THE DOOR STATING: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED. THE SIGN SHALL BE IN LETTERS 1 INCH HIGH ON A CONTRASTING BACKGROUND.

D

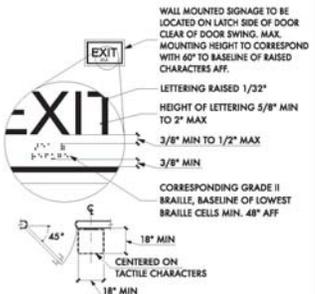


INTERNATIONAL SYMBOL OF ACCESSIBILITY (ISA) COMPLY WITH CBC FIGURE 11B-703.7.2.1

THE SYMBOL SHALL CONSIST OF WHITE FIGURE ON A BLUE BACKGROUND. THE COLOR BLUE SHALL APPROXIMATE FS 15090 IN FEDERAL STANDARD 595C (CBC SEC. 11B-703.7.2.1).

4 International Symbol of Access
12" = 1'-0"

7 Tactile Exit Sign
1/2" = 1'-0"



11B-703.5, 32, 43



GORDON K WONG, ARCHITECT, LIC# 14445
10001 BELL STREET, SUITE 100
CAMPBELL, CA 95008, 408.351.3135
GORDONWONGARCHITECTS.COM



85 Gilman Ave.
CAMPBELL, CA 95008
Tenant Improvement

Rev	Date	Description
1	2020.03.03	Final Work
2	2020.03.03	Final Work

Architectural Signage

A501

SCALE 1/8" = 1'-0"

3/6/2020 1:47:55 PM

Architectural Signage



GORDON K WONG, ARCHITECT, LIC# 141445
 10001 FERNANDEZ STREET, SUITE A
 CAMPBELL, CA 95008, 408.351.3135
 GORDONWONGARCHITECTS.COM



85 Gilman Ave.
 CAMPBELL, CA 95008
 Tenant Improvement

Rev #	Date	Description
1	2019.12.12	Final
2	2020.03.02	Final

Reflected Ceiling Plan

A600

SCALE 1/8" = 1'-0"

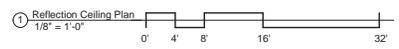
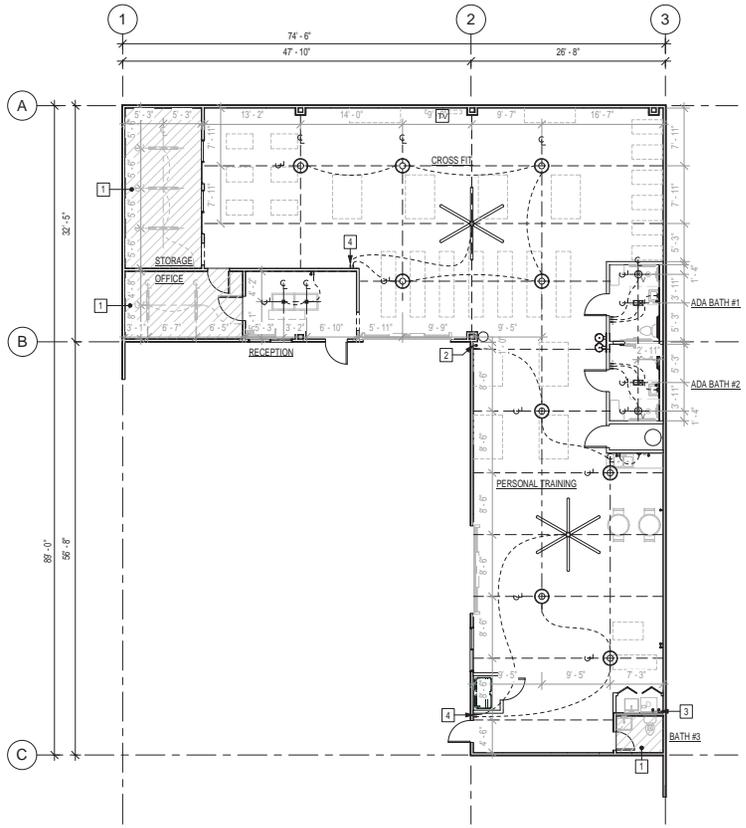
3/6/2020 1:47:57 PM

Reflected Ceiling Plan

- LEGEND**
- 1X4 LED
 - RECESSED, VAPOR PROOF
 - PENDANT LIGHT
 - WALL SCONCE
 - CEILING FAN
 - HIGH BAY LED
 - LIGHT / VENT UNIT
 - VENT
 - SWITCH SINGLE POLE
 - SWITCH, MOTION / VACANCY SENSOR
 - TELEVISION DATA CABLE
 - OUTLET, DUPLEX
 - GROUND FAULT
 - 220 OUTLET, 3 PHASE
 - OUTLET, FOOD DISPOSAL
 - OUTLET, REFRIGERATOR
 - BEAM & JOIST OC

- KEY/NOTES**
- 1 EXISTING ELECTRICAL TO REMAIN
 - 2 20 AMP DEDICATED CIRCUIT
 - 3 15 AMP DEDICATED CIRCUITS
 - 4 10 AMP CIRCUITS
- NOTES**
- OWNER ALLOWED TO CHOOSE ALTERNATIVE COMPLIANT PRODUCT

LIGHTING FIXTURE SCHEDULE						
DESCRIPTION	MANUFACTURE'S MODEL	LAMPS	VOLT	WATTS	MOUNTING	
10' FAN	BIG ASS FANS ESSENCE	NA			CEILING STRUCTURE MOUNTED	
HIGH BAY LED	LEDONE HIGH LUMEN HIGH BAY	LED	100-277	250	CEILING SUSPENDED	
PENDANT LIGHT	TBD	LED	22	25	CEILING SUSPENDED	
4' LED LINEAR LIGHT	TBD	LED	120 - 277	200	CEILING SUSPENDED	
VAPOR PROOF RECESSED LIGHT	TBD	LED	12	3	RECESSED CAN IN CEILING	
LIGHT / VENT UNIT	TBD	LED	120	33	CEILING MOUNTED	
WALL SCONCE	TBD	LED	100-240	200	WALL MOUNTED	



Application for Change of Land Use Permit

Parking Modification Permit

Project Site Information

85 Gilman Ave. Campbell, CA 95008

APN: 412-09-035

Zoning District: P-D

General Plan Designation: Mixed Use

Commercial/High-Medium Density Residential (14-27 Units/Gr. Acre)

Applicant Information

Name: Gordon K Wong Company: Gkw Architects, INC.

Address: 710 McGlincy Lane Suite 109, Campbell CA 95008

Phone: 408-796-1845

Email: gordonkwong@gkwarchitects.com

Property Owner Information

Name: Elie Antoun Company: Etched Media

Address: 101 Gilman Avenue Campbell CA 95008

Phone: 408-874-6812

Email: elie_antoun@yahoo.com

Application Material – Written Description

Proposed Use: Fitness Gym / Small Studio (Up to 8 participants), Office, and Storage

Type of Building Proposed: Commercial

Size of Building Proposed: 3960 SF

Project Goals: Tenant Improvement

- Fitness Gym/ Small Studio
- Office
- Storage
- Parking Re-striping / Parking Modification Permit
- Roof Insulation
- ADA Compliance
 1. ADA Parking/Truncated Domes
 2. ADA Counter
 3. ADA Bathrooms & Showers
 4. Signage (Bathroom & Exit)



Hours of Operation: Monday – Friday 6 AM – 10 AM & 4:30 PM – 7:30 PM
 Saturday 8 AM – 10 AM

Proposed Class Schedule

Monday - Friday

CrossFit Classes (4-8 athletes: 1 trainer)

6:00am - 7:00am

Strength Training Classes (3-5 athletes: 1 trainer)

7:15-8:15am

8:30-10:00am

CrossFit Classes (4-8 athletes: 1 trainer)

4:30-5:45pm

6:00-7:30pm

Saturday

CrossFit Classes (4-8 athletes: 1 trainer)

8:00-8:45am

9:00-10:00am

Parking Modification Findings

This project proposes 9 parking spaces (Required 18 parking spaces per 21.38.020 and the benchmark front setback for commercial is 10 feet per 21.28.080) with a parking modification permit. See the following for findings:

- Proximity to public transportation (Light rail station 0.3 mile & Bus stops 0.1 mile)
- Proposed 1 bike rack, 6 bicycle parking
- Limited number of participants at a class (Approximately 4 -8 participants/class)
- 2 shower stalls
- Classes to have 15 minute class intervals or more

* Please also see sheet A004

Further information provided by the business owner

Assumptions:

- Current membership is 54 members
- Current class offering is 6 classes/day Monday - Friday and 2 classes on Saturday = 32 classes per week
- Current attendance trend is an average of 3 classes/week/member
- One trainer is assigned to coach per class

Current Metrics:

# of members	Average attendance/week	# of athlete spots/week	# of classes offered/week	# of athletes/class
54	3	162	32	5.06

Based on current membership and attendance trends, we are well below the 8:1 ratio (athletes/trainer) that our parking lot accommodates.

Future Metrics: (Growth of Business)

# of members	Average attendance /week	# of athlete spots/week	# of classes offered/week	# of athletes/class
108	3	324	44	7.36

By adding 2 additional classes per day, membership could double and the 8:1 ratio (athletes/trainer) is still supported.

Comments:

- 1) Current membership is well within the parking allotment for 85 Gilman.
- 2) 85 Gilman parking limitations do not inhibit the growth of the business, allowing the business to expand its current members by 2x with minor additions in classes needed.
- 3) Many of our members live and/or work within .5 - 1.5 miles of 85 Gilman, and have expressed an interest in supporting alternative modes of transportation.
- 4) We cater to a fit clientele who utilize walking, biking and running in their daily lives, therefore it is highly likely several people will arrive to class without a vehicle.
- 5) Public transit is very nearby as is the light rail system allowing many to attend without driving.
- 6) Many homes are located within a very short distance of 85 Gilman, hence this business provides a convenient service to the community of Campbell.



CITY OF CAMPBELL • PLANNING COMMISSION
Staff Report • June 23, 2020

PLN2019-176 Continued Public Hearing to consider the application of Nandini Bhattacharya and Buddhadeb Basu for a Variance (PLN2019-176) to allow a reduced side-yard setback to legalize an unpermitted accessory dwelling unit (ADU) on property located at **309 Redding Road** in the R-1-6 (Single Family Residential) Zoning District.

Bhattacharya, N. Basu, B.

STAFF RECOMMENDATION

The Planning Commission take the following action:

1. **Adopt a Resolution** (reference **Attachment 1**), denying a Variance (PLN2019-176).

ENVIRONMENTAL DETERMINATION

Staff recommends that the Planning Commission find that this project is Statutorily Exempt under Section 15270(a) of the California Environment Quality Act (CEQA), pertaining to projects which a public agency rejects or disapproves.

PROJECT DATA

Zoning Designation:	R-1-6 (Single-Family Residential)	
General Plan Designation:	Low-Density Residential (less than 6units/gr. acre)	
Net Lot Area:	10,022 square-feet	
Density:	3.7 units/gr. acre	6 units/gr. acre. (Max. Allowed)
Building Height:	11 feet	16 feet (Max. Allowed)
Building Square Footage:		
Primary Home:	1,215 square feet	
ADU :	458 square feet	
Garage:	344 square feet	
Shed:	<u>100 square feet</u>	
	2,117 square feet	
Floor Area Ratio (FAR):	.21 (2,117 sq. ft.)	.45 (4,500 sq. ft.) (Max. Allowed)
Building (Lot) Coverage:	23% (2,327 sq. ft.)	40% (4,000 sq. ft.) (Max. Allowed)
Parking:	2 spaces (covered)	2 spaces (Min. Required)
Setbacks	<u>Existing</u>	<u>Required</u>
Front (south)	90 feet	20 feet
Side (east)	37 feet	4 feet
Side (west)	10 inches	4 feet
Rear (north)	43 feet	4 feet

BACKGROUND

The Planning Commission had previously considered this item at its meeting of [December 10, 2020](#). Due to an even number of commissioners in attendance that evening, votes for denial and approval both failed on a 3-3 tie vote (reference **Attachment 2** – PC Meeting Minutes). To address the deadlock, the Commission continued the hearing to a date when all seven commissioners could confirm attendance.

Unfortunately, a hearing with all seven commissioners could not be scheduled. As such, in the interest of expediency the Variance was rescheduled to March 10, 2020 irrespective of Commissioner attendance. However, the COVID-19 pandemic forced cancellation of this meeting. If the Commission once again deadlocks, the applicants may file an appeal to allow the Variance request to be considered by the City Council.

Over the past several months, the applicants have also attempted to convince staff that the structure in question was lawfully permitted, thereby negating the need for a Variance. **Attachment 3** includes permit materials submitted by the applicant intended to substantiate the structure's legality. Staff has reviewed these materials and determined they only establish the lawfulness of the primary home and the original detached garage, not the expanded garage/workshop structure.

Additionally, historic aerial imagery clearly demonstrates that the detached garage was half the size at time of annexation into the City. Sometime later, the garage doubled in size meaning that it had been expanded unlawfully since no City permit records exist. This notwithstanding, questions of legality are an administrative function not within the Commission's purview. Moreover, by applying for a Variance, the applicants have effectively conceded that the structure is not legal. Otherwise, a Variance would not be necessary.

The applicants have also provided electronic copies of materials that they had originally intended to provide in binders to the Planning Commission (reference **Attachment 4**). In addition to their PowerPoint presentation (reference **Attachment 5**), these materials include the following (with staff comments):

- **Attachment 6 - Seller's Real-Estate Disclosures:** The seller's disclosures are not relevant in that any omissions or misrepresentations are a civil matter to which the City is not a party.
- **Attachment 7(a) - San Jose ADU Amnesty Form:** It is unclear what relevance this document has since San Jose's ADU amnesty program does not apply in Campbell.
- **Attachment 7(b) - Communication with San Jose ADU Coordinator.** It is also unclear what relevance communication with San Jose staff has on the applicants' Variance request.
- **Attachment 7(c) - Original MLS Listing from 2015:** Any misrepresentation of the property on an MLS listing is a civil matter not relevant to the Variance request.
- **Attachment 7(d) - Architect contract and Communication from 2016:** This is a private agreement not relevant to the Variance request.
- **Attachment 7(e) - Prior Approved City Permits (roofing and kitchen remodel):** Permits for roofing and interior remodel of the main house in no way legalize the unpermitted ADU.

DISCUSSION

Project Site: The project site is a single-family residential parcel located on the north side of Redding Road, west of Bascom Avenue (reference **Attachment 8** – Location Map). The R-1-6 zoned property is large at 10,000 square-feet in lot area, but substandard in width at 55 ½ feet (rather than the standard 60-feet) for newly created parcels.

The property is developed with a single-family residence constructed in 1940, which was relocated to the site in 1974. Based on historic aerial imagery, an unpermitted accessory dwelling unit (ADU) was constructed as an addition to the original detached garage sometime between the late 1980's and early 1990's. Photographs of the ADU are provided as **Attachment 9**. The aerial image (2018) below, shows the primary residence located towards the street and the garage/ADU structure behind it:



History: The City received a citizen complaint regarding the unpermitted ADU in July of 2018. As part of the Code Enforcement process, the applicants were directed to submit a building permit application to legalize the ADU. This direction was provided under the assumption that the ADU was constructed from the original garage. Under that circumstance, State law allows a “garage conversion” without compliance with setback requirements. This allowance is predicated on the original garage structure being lawfully constructed prior to the conversion to an ADU.

However, during the review of the building permit application it became apparent that the ADU was constructed largely as an addition connected to the rear of the garage rather than as a conversion of the garage itself. As such, legalization of the ADU would require conformance to applicable setback requirements. Since the garage/ADU is located less than one foot from the side property line, to satisfy the setback requirements—4-feet under the new ADU ordinance and as specified by State law—would require significant demolition of the structure. As a result, the applicants’ only other recourse was to apply for a Variance to request the Planning Commission grant a reduction to the setback requirement.

Application Request: The Variance request would allow legalization of the existing ADU with the existing substandard setback. The size and configuration of the ADU (458 SF, 1-bd/1-bth) would remain unchanged (reference **Attachment 10** – Project Plans). The applicants’ Project Description (reference **Attachment 11**) describes the circumstances that led them to purchase the property in 2015 and why they are requesting a Variance.

Variance Findings: In considering the Variance request, the Campbell Municipal Code (Sec. 21.48.040) requires that the Planning Commission make five specific findings in order to grant

approval. These findings are intended to ensure that granting of a Variance is limited to those situations where the unique physical characteristics of a site make it difficult to develop under standard regulations. Through numerous public appearances at City meetings, the applicants' demonstration that they are somehow victims to the process are not grounds to justify support of a Variance. State law establishes the findings which the City must follow and those pertain to unique topographical features which render the ability to construct a code-conforming structure impossible. A Variance should only be granted to bring the disadvantaged property up to a level of use shared by nearby properties in the same zoning district.

The applicants have provided a revised Variance Justification Statement to address the findings (reference **Attachment 12**). The original Variance Justification Statement that had been addressed in the previous staff report, is included as **Attachment 13**.

The applicants' statements and staff's responses for each findings are provided below.

1. *The strict or literal interpretations and enforcement of the specified regulation(s) would result in a practical difficulty or unnecessary physical hardship inconsistent with the objectives of this Zoning Code;*

Applicant Statement: (1) Moving the whole unit is not structurally feasible without demolishing it completely. Following the setback will reduce the area of the already small unit and the new bedroom will be unsafe and rather dangerous for our parents who are old and need access areas similar to handicapped people.

(2) My father is a cancer patient who has undergone colostomy and such small bedroom is not a feasible space for him. As a reference, a typical patient room size is 120 to 140 square feet, allowing a 4-foot clearance on each side of a bed.

(3) The kitchen is along the wall which is in question and addressing this setback will deprive us of having a proper ADU because if the kitchen has to be moved and building such an unit will cost us \$150,000.00 in today's market and the expense will not be financially viable for us. Adding the wall will cost around \$50000.00 which includes bringing the unit to a similar situation.

Staff Response: Although application of any code or standard may result in some degree of difficulty, codes and standards exists to further the purpose of the Zoning Code, to "protect the public health, safety, and general welfare while preserving and enhancing the aesthetic quality of the city" ([CMC Sec. 21.01.030](#)). The applicants' list of personal hardships are an expected outcome of purchasing a property with an unpermitted dwelling unit. Moreover, allowing a Variance to legalize a structure that was both illegally constructed and illegally converted does nothing to further the public health, safety, and general welfare nor to enhance the aesthetic quality of the city.

2. *The strict or literal interpretations and enforcement of the specified regulation(s) would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district*

Applicant Statement: (1) The city allows us to have an in-laws unit based on our land and zoning. However the narrow lot with 55 feet width limits our option of having an

ADU situated optimally where we can follow zoning guidelines and still enjoy the lot with what it has to offer. (2) The unit was build 30 years back when zoning requirements were quite different. It impractical to map a structure to the present zoning rules, which was build decades before.

Staff Response: With a lot area of 10,000 square-feet, the subject property is more than adequately sized to accommodate an ADU irrespective of the substandard lot width. With regard to impracticality of modifying a decades-old structure, had the structure been lawfully constructed, the law provides for an expeditious means of converting it to a living unit. As such, the applicants are not being deprived of a privilege afforded to other similarly situated property owners.

3. *There are exceptional or extraordinary circumstances or conditions applicable to the subject property (i.e., size, shape, topography) which do not apply generally to other properties classified in the same zoning district;*

Applicant Statement: (1) The land was split in the 1950's and the 10,080 square foot lot width was assigned as 55 feet, so its not a standard lot within the zoning and more of a narrow strip. (2) A standard 10,000 sq feet lot falls under R-1-10 zoning with a lot width = 80 feet; we are 25 feet short.

Staff Response: Although the property may be 10,000 square-feet in area, it is nonetheless zoned R-1-6, which requires only a 6,000 square-foot lot size and 60-foot lot width. Any comparison to the R-1-10 Zoning District, therefore, is irrelevant. Moreover, although the subject property is 5-feet narrower than the standard 60-foot width required by the R-1-6 Zoning District, at 10,000 square-feet, it is also 66% larger than the typical lot size of 6,000 square-feet. The additional square-footage provides a greater amount of buildable area on the lot in order to accommodate an ADU that would comply with setbacks.

4. *The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district; and*

Applicant Statement: (1) The ADU adheres to all the new and old city rules except the setback. There are very few lots with such a constrained aspect ratio under the same zoning district. The 309 Redding lot is un-natural and with limited scope and this variance cannot be deemed as a special privilege.

(2) In the city of Campbell, there are only 15 lots (greater than 10000 sq feet and Width less than 55 feet). These are on the following streets: WALTER (3 lots); CROCKETT (6 lots); STEINWAY (5 lots); [and] SONUCA (1 lot)

(3) Even if we build in 2X error margin in the above, its 30 lots. Campbell has 18095 houses and it comes to 0.165% of the whole Campbell lots.

(4) The percentage comes to 1.78% when we take into account all lots greater than 10,000 sq feet in Campbell city (1679 lots).

(5) The 10000 sq feet lot has a standard width of 80 feet (Campbell municipal code-table 2-2, R-1 zoning district). The above numbers speaks for themselves and tell us that

our lot is not the same when compared to lots with similar square footage (along with existing dwellings) & pose real architectural challenge.

Staff Response: The “special privilege” of this application is the ability to legalize an unpermitted ADU with a substandard setback. Notwithstanding the applicants’ statistics (which cannot be verified), should such a Variance be granted, numerous other individuals could claim disparate treatment by being forced to comply with the applicable setback requirement. Additionally, a moral hazard is created by treating those who ask for forgiveness rather than permission with preferential treatment. Overtime this would simply encourage individuals to seek permits after the fact.

5. *The granting of the Variance will not be detrimental to the public health, safety, or welfare, or be materially injurious to properties or improvements in the vicinity.*

Applicant Statement: It has gone through and passed safety and inspection from -

- Sewer department
- Fire department
- Building department
- Code enforcement officer dropped by and reviewed the unit and was satisfied.
- Without the variance the bedroom will be unsafe with restricted access points

Staff Response: Staff concurs with the applicants’ statement, except for the last bullet point. Legalization of the ADU through issuance of a building permit and associated inspections would not result in a safety concern. Should a Variance not be approved, and the applicants are compelled to modify the structure, a permit would not be issued unless it was in compliance with the Building Code.

Public Comment: Several letters regarding this application were provided and are included as **Attachment 14.**

Site and Architectural Review Committee: ADUs are not subject to architectural review by the City. As such, the Site and Architectural Review Committee did not review this application.

Attachments:

1. Draft Resolution
2. PC Meeting Minute (12/10/2019)
3. Applicant Permit Materials
4. Binder Photographs
5. Applicant’s PowerPoint Presentation
6. Seller’s Real-estate Disclosures
- 7(a). San Jose ADU Amnesty Form
- 7(b). Communication with San Jose ADU Coordinator
- 7(c). Original MLS listing from 2015
- 7(d). Architect contract and Communication from 2016
- 7(e). Prior Approved City Permits
8. Location Map
9. Site Photographs
10. Project Plans

11. Project Description
12. Variance Findings Statement (Revised)
13. Variance Findings Statement (Original)
14. Public Comment

Prepared by:



Daniel Fama, Senior Planner

Approved by:



Paul Kermoyan, Community Development Director

RESOLUTION NO. 455_

BEING A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CAMPBELL DENYING A VARIANCE (PLN2019-176) TO ALLOW A REDUCED SIDE-YARD SETBACK TO LEGALIZE AN UNPERMITTED ACCESSORY DWELLING UNIT (ADU) ON PROPERTY LOCATED AT **309 REDDING ROAD** IN THE R-1-6 (SINGLE FAMILY RESIDENTIAL) ZONING DISTRICT.
FILE NO.: PLN2019-176.

After notification and public hearing, as specified by law and after presentation by the Community Development Director, proponents and opponents, the hearing was closed.

The Planning Commission finds as follows with regard to file numbers PLN2019-144/196:

1. The Project Site is zoned R-1-6 (Single Family Residential) on the City of Campbell Zoning Map.
2. The Project Site is designated Low Density Residential (less than 6 units/gr. acre) on the City of Campbell General Plan Land Use diagram.
3. The Project Site is located on Redding Road, west of Bascom Avenue, outside of the boundaries of any neighborhood or area plan.
4. The Proposed Project is an application for a Variance (PLN2019-176) to allow a reduced side-yard setback to legalize an unpermitted accessory dwelling unit (ADU).
5. The Proposed Project would result in a building coverage of 23% and Floor Area Ratio (FAR) of 0.21.
6. Government Code 65852.2(e)(1)(A)(i) is intended to allow conversion of existing accessory structures without expansion.
7. Campbell Municipal Code Section 21.23.030.E (Setbacks), Table 3-1(b), specifically prohibits the expansion of a converted structure consistent with the intent of State law.
8. The Project Site is over 10,000 square-feet, which provides ample lot area to construct an ADU that conforms with the applicable setback requirements.
9. The Project Site is not encumbered by any unusual limitations that preclude reasonable use of the property, including construction of an ADU.
10. The financial consequences of resolving a code enforcement case is not a consideration for a Variance.

Based upon the foregoing findings of fact, the Planning Commission further finds and concludes that:

Variance Findings (CMC Sec. 21.48.040):

1. The strict or literal interpretations and enforcement of the specified regulation(s) would *not* result in a practical difficulty or unnecessary physical hardship inconsistent with the objectives of this Zoning Code;
2. The strict or literal interpretations and enforcement of the specified regulation(s) would *not* deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district
3. There are *not* exceptional or extraordinary circumstances or conditions applicable to the subject property (i.e., size, shape, topography) which do not apply generally to other properties classified in the same zoning district;
4. The granting of the Variance *will* constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district; and

Environmental Findings (CMC Sec. 21.38.050):

5. The project is Statutorily Exempt under Section 15270(a) of the California Environment Quality Act (CEQA), pertaining to projects which a public agency rejects or disapproves.

THEREFORE, BE IT RESOLVED that the Planning Commission denies a Variance (PLN2019-176) to allow a reduced side-yard setback to legalize an unpermitted accessory dwelling unit (ADU) on property located at **309 Redding Road**.

PASSED AND ADOPTED this 10th day of March, 2019, by the following roll call vote:

AYES: Commissioners:
NOES: Commissioners:
ABSENT: Commissioners:
ABSTAIN: Commissioners:

APPROVED: _____
Michael Krey, Chair

ATTEST: _____
Paul Kermoyan, Secretary

CITY OF CAMPBELL PLANNING COMMISSION

MINUTES

7:30 P.M.

TUESDAY

DECEMBER 10, 2019
CITY HALL COUNCIL CHAMBERS

The Planning Commission meeting of December 10, 2019 was called to order at 7:30 p.m., in the Council Chambers, 70 North First Street, Campbell, California by Chair Rivlin and the following proceedings were had, to wit:

ROLL CALL

Commissioners Present:	Chair:	Andrew Rivlin
	Vice Chair:	Mike Krey
	Commissioner:	Adam Buchbinder
	Commissioner:	Nick Colvill
	Commissioner:	Terry Hines
	Commissioner:	Maggie Ostrowski

Commissioners Absent:	Commissioner:	Stuart Ching
-----------------------	---------------	--------------

Staff Present:	Community	
	Development Director:	Paul Kermoyan
	Senior Planner:	Daniel Fama
	Senior Planner:	Cindy McCormick
	Assistant Planner:	Naz Pouya Healy
	City Attorney:	William Seligmann
	Recording Secretary:	Corinne Shinn

APPROVAL OF MINUTES

Motion: Upon motion by Commissioner Krey, seconded by Commissioner Colvill, the Planning Commission minutes of the meeting of November 26, 2019, were approved as submitted. (5-0-1-1; Commissioner Ching was absent and Commissioner Ostrowski abstained she was absent from this meeting).

COMMUNICATIONS

Director Paul Kermoyan listed the following item(s):

- Desk items – A staff memo together with copies of written correspondence received after the packet was distributed for Agenda Item 4 – 1700 Dell Avenue. This material was also forwarded by email to the members of the Commission as they were received by staff.

AGENDA MODIFICATIONS OR POSTPONEMENTS

None

ORAL REQUESTS

Ms. Joanne Carroll, Resident on Walnut Drive, Campbell:

- Reported that her residential property is boarded by five other parcels including one behind that is 1374 Stevens Court (distributed a written letter with picture of the area that includes her home and those surrounding it).
- Advised that she has problems with the house that is currently under construction on the adjacent parcel of 1374 Stevens Court that includes three huge windows facing her yard and home.
- Stated that she received no public noticing about this proposed house being reviewed by the City and should have as an adjacent property owner.
- Concluded that more noticing should be provided to neighbors in the future.

Director Paul Kermoyan said staff would review the noticing that occurred for this property at 1374 Stevens Court and get back to Ms. Carroll.

Chair Rivlin thanked Ms. Carroll for her input.

PUBLIC HEARINGS

Chair Rivlin read Agenda Item No. 1 into the record as follows:

1. **PLN2019-24 (Appeal of TRP)** Public Hearing to consider the Appeal by Elise Sias of the Administrative denial of a Tree Removal Permit (PLN2019-24) on property located at **31 Hardy Avenue**. Staff is recommending that this item be deemed Categorical Exempt under CEQA. Planning Commission action final unless appealed in writing to the City Clerk within 10 calendar days. Project Planner: *Naz Pouya Healy, Assistant Planner*

Ms. Naz Pouya Healy, Assistant Planner, provided the staff report.

Chair Rivlin asked if there were any disclosures from the Commission. There were none.

Chair Rivlin asked if there were questions for staff.

Commissioner Buchbinder said that the appellant/applicant did more research and discovered more damage on their property.

Planner Naz Healy:

- Said that staff initially felt that the desired home addition could be reconfigured around the tree.
- Reminded that the Planning Commission requested the applicant/appellant pay for a third-party arborist report about the tree.
- Added that as a result, the provision of additional information about the tree made staff comfortable supporting the removal of this tree.

Chair Rivlin sought clarification that only one of the available findings must be met.

Planner Naz Healy replied correct.

Chair Rivlin asked staff whether any of the other available findings could be found to be applicable in this request.

Planner Naz Healy replied no but reiterated that the third-party arborist report supported the removal of this tree.

Commissioner Colvill:

- Referenced Attach 3-6 and pointed out that the applicant/appellants intent was just to remove the tree.
- Added that it was down the line before these owners got to a point to propose their addition.
- Questioned how the Commission and City could ensure that these owners actually build an addition.
- Asked, "What if they don't?"
- Suggested continuing consideration of this request.

Planner Naz Healy said that the economic hardship finding was initially found not to be applicable. However, the third-party arborist says damage is likely to occur.

Commissioner Colvill clarified that the third-party arborist report moved the consideration of this tree removal from not being necessary to address to supporting its removal. He sought ways to ensure that the proposed addition to this home is actually done.

Planner Naz Pouya said that the arborist report supports the structure damage finding.

Commissioner Colvill said confirmed with staff that there would be no further discussion of the home addition or further action on the Commission's part.

Planner Naz Healy replied correct. The appellants can choose to build their addition or not.

Chair Rivlin opened the Public Hearing for Agenda Item No. 1.

Ms. Elise Sias, Appellant/Property Owner:

- Reported that their addition plans have already been submitted to Building.
- Added that they are now just waiting for this decision on their requested Tree Removal Permit.
- Assured that they would construct their home.

Commissioner Colvill thanked Ms. Sias for that clarification.

Chair Rivlin asked Ms. Sias if she is still living in her home and if it was safe.

Ms. Elise Sias replied yes:

Chair Rivlin asked if the plumbing was still an issue.

Ms. Elise Sias replied yes, monthly.

Chair Rivlin closed the Public Hearing for Agenda Item No. 1.

Commissioner Buchbinder said it sounds like originally there was not a good reason to support this tree removal. Now it appears that there is no reason not to support it.

Commissioner Ostrowski:

- Thanked Ms. Sias for providing the additional information requested by the Commission at the last meeting on this request.
- Added that additional information was needed to support the removal of this tree.
- Concluded that she is in support of this request at this time.

Commissioner Hines:

- Stated he feels the same.
- Pointed out that this tree is in the middle of their back door and should be gone so these owners can use their property as they want.

Commissioner Colvill said he too supports the removal of this tree. He asked if there would be any further discussion on the issue of the plumbing relocation.

Commissioner Krey said he's glad that the third-party arborist report was provided. He asked what is intended in regards of the plumbing.

Chair Rivlin:

- Said that whatever the decision is on the possible relocation of plumbing it would be the applicant's decision to make not the Planning Commission's.

- Admitted that he is disappointed that this tree has to go. That loss is upsetting. This is an iconic tree to the City.
- Asked for a motion.

Motion: Upon motion of Commissioner Krey, seconded by Commissioner Hines, the Planning Commission adopted Resolution No. 4552 APPROVING the appeal and OVERTURNING the Administrative Denial of a Tree Removal Permit (PLN2019-24) to allow the removal of one Redwood tree located in the rear yard of property located at 31 Hardy Avenue, by the following roll call vote:

AYES: Buchbinder, Colvill, Hines, Krey and Ostrowski

NOES: Rivlin

ABSENT: Ching

ABSTAIN: None

Chair Rivlin advised that this action is final unless appealed in writing to the City Clerk within 10 calendar days.

Chair Rivlin read Agenda Item No. 2 into the record as follows:

2. **PLN2019-176 (V)** Public Hearing to consider the application of Nandini Bhattacharya and Buddhadeb Basu for a Variance (PLN2019-176) to allow a reduced side-yard setback to legalize an unpermitted accessory dwelling unit (ADU) on property located at **309 Redding Road**. Staff is recommending that this item be deemed Categorically Exempt under CEQA. Planning Commission action final unless appealed in writing to the City Clerk within 10 calendar days. Project Planner: Daniel Fama, Senior Planner

Mr. Daniel Fama, Senior Planner, provided the staff report.

Chair Rivlin asked if there were questions for staff.

Commissioner Krey:

- Said it seems the ADU was constructed in the 80's to 90's.
- Pointed out that these current (new) owners purchased this property in 2013.
- Stated that he can see their frustration.
- Asked if there's not some form of "Statute of Limitations?"

City Attorney William Seligmann said that within the area of land use, the statute of limitations renews daily. There is no statute of limitations.

Commissioner Ostrowski asked if this ADU that is located behind the garage also means that the garage setback is also reduced.

Planner Daniel Fama:

- Advised that if the garage was originally legal when constructed than converting that garage into an ADU would be easy.
- Advised that the expansion (ADU portion) of the garage has been illegal/unpermitted from the time it was built.
- Concluded that there is no way to legalize it.

Chair Rivlin asked if any part of the garage is in use.

Planner Daniel Fama replied yes.

Commissioner Buchbinder asked whether these owners would be required to tear down their ADU if this Variance is denied.

Planner Daniel Fama said that approximately four feet of the structure would have to be removed/reduced to create the required setback distance.

Commissioner Buchbinder asked if such a reduction to an existing structure is even possible.

Planner Daniel Fama said structurally the answer is yes but financially possibly not.

Chair Rivlin opened the Public Hearing for Agenda Item No. 2.

Ms. Nandini Bhattacharya, Appellant and Property Owner:

- Introduced her husband, Mr. Buddhadeb Basu, who is with her this evening as are their young twins.
- Advised that this ADU is the space her parents stay in whenever they come to visit from India. This is where their children play and where we pray.
- Stated that the existing garage will stay. The structure has received approval from Fire, Sanitation and Building. It is currently stuck in Planning, which is why they are her requesting a Variance to allow a reduced left side setback by just 1 ½ feet.

Mr. Buddhadeb Basu, Appellant and Property Owner:

- Recounted that at the time of decision as to whether or not to buy this home, they are desperate. They had made 40 other offers without success.
- Advised that his wife really wanted to live in Campbell. Their first apartment after they married was in Campbell. They want to raise their kids in Campbell.
- Added that they appreciate having a larger backyard.
- Admitted that the MLS listing for this home disclosed/advised of this illegal unit.
- Reported that the kitchen wall would have to be removed and then relocated inward within the ADU.
- Reported that they have spent a "pot of money" into this house. This house/ADU is well built and architecturally matched to the main house.
- Said that they use it for visitors and/or during festivals and parties.

- Explained that they did a permit search and found that this home was built in the 1940's. The land was split into two lots.
- Stated that this is our home and it would be a real hardship to reduce this ADU by 1 ½ feet.

Commissioner Colvill:

- Reiterated that this house was built in the 1940's.
- Added that the lot was split in the 1970's.
- Asked whether the garage was considered legal at the time of the lot split.

Planner Daniel Fama:

- Replied that it depends on whether it was constructed under County jurisdiction rather than as a part of Campbell.
- Added that this property came into Campbell in the 1980's.
- Stated that when lots are divided, they cannot result in non-conformance with existing standards.
- Said that any non-conformance must be addressed prior to subdivision.
- Stated that if not related to subdivision area, it could remain legal non-conforming.

Commissioner Colvill:

- Stated that he has respect and support for Mr. Buddhadeb Basu as he battles with cancer.
- Advised that the Commission looks at things carefully and enforces Code. We are a tool to ensure structures are conforming.
- Added that this structure does not conform.
- Stated that this is an objective matter. This large unit that is non-conforming.
- Pointed out that the owners could make a lot of money renting this unit out, but it would not be right to do so (rent a non-conforming structure).
- Admitted that it is hard to deal with the economic hardship claim to justify allowing that non-conforming structure to stay.

Commissioner Buchbinder questioned the setback non-conformance. The appellants say it is 1 ½ feet while staff says it is 10 inches.

Planner Daniel Fama clarified that the plans show an existing 10-inch setback as measured by the architect. They must comply with the minimum four-foot setback standard.

Commissioner Buchbinder sought clarification that no one was living in that unit.

Mr. Buddhadeb Basu said that when their parents visit, they stay there.

Commissioner Buchbinder asked Mr. Buddhadeb Basu what happens if their appeal fails.

Mr. Buddhadeb Basu said that their next step would be to see what they can do.

Ms. Nandini Bhattacharya:

- Declared that they hadn't thought of that (what they would do if their appeal was denied).
- Added that this ADU is nothing less than perfect. Nothing about it is unsafe.
- Reminded that if all other conditions are met, it's only just one side of wall that is not within legal setback.
- Admitted that she doesn't know what will happen.

Mr. Buddhadeb Basu said that the garage is just 24-feet from the unit.

Chair Rivlin:

- Said that's what Code requires.
- Stated that while he understands the appellants' situation, this is a clear-cut process within Code.

Commissioner Buchbinder asked what was on the other side of the ADU.

Mr. Buddhadeb Basu replied there is a structure, a shed there.

Commissioner Buchbinder asked Mr. Buddhadeb Basu if it might be possible for them to purchase a portion of the neighbor's property on that side to achieve the required setback.

Mr. Buddhadeb Basu replied that he was not sure if that would be possible. He hasn't spoken to that neighbor and that neighbor would have to move the shed if that were to occur.

Commissioner Buchbinder asked staff if that option might solve this setback problem.

Planner Daniel Fama said that lot adjustment would require the neighboring lot to be wide enough to be narrowed while staying within conforming lot size.

Commissioner Ostrowski asked about the shed that's within the neighbor's setback.

Planner Daniel Fama said that neighbor's shed seems to be on the property line, and he doesn't know if it's legal as placed. Under Campbell standards a five-foot setback is required for a shed.

Commissioner Colvill asked if a correction would still be required if this structure were just a garage without an ADU behind.

Planner Daniel Fama said it could be extended, if it were just a garage, at the existing 10-inch setback. One option is the conversion of the ADU back into garage/storage space.

Commissioner Colvill clarified that if these owners remove the livable unit and return/convert that space back into a part of the garage the space could stay as part of that garage.

Commissioner Ostrowski added there is a provision to extend a non-conforming garage along the same setback.

Planner Daniel Fama said that is correct. This is not an extension of the original garage but rather is an extension of an ADU.

Commissioner Ostrowski clarified with staff that the difference between a "living" unit versus a workshop is a toilet.

Planner Daniel Fama said it was inclusion of heating/cooling, kitchen and bathroom. A workshop cannot have a shower.

Director Paul Kermoyan added that the ADU Ordinance deliberately set the setback requirement at four feet. That was a conscientious effort to establish that standard.

Commissioner Buchbinder reminded that the City wanted a larger setback than four-feet.

Planner Daniel Fama said that's correct, but four-feet is what is required per State law. He added that the appellants could remove the kitchen and maintain the space for storage.

Commissioner Krey asked Mr. Buddhadeb Basu if it is true that it would cost about \$150,000 to reduce this ADU to achieve the required setback distance.

Mr. Buddhadeb Basu replied yes. There are many things to move including gas line and plumbing.

Commissioner Krey asked Mr. Buddhadeb Basu if removing the kitchen is possible as they see it.

Ms. Nandini Bhattacharya asked whether once the unit is converted back into a garage it could then be converted from garage into ADU.

Planner Daniel Fama replied that the provisions of the ADU Ordinance are backdated so as not to allow that to occur.

Commissioner Buchbinder asked staff if this unit is considered to be between 20 and 30 years old.

Planner Daniel Fama said in looking at old aerials it seems to have been there for quite some time.

Commissioner Ostrowski said the interior looks recently done.

Ms. Nandini Bhattacharya said it was updated just prior to her purchase of the property.

Chair Rivlin asked if the appellants had spoken with the contractor that did the work.

Ms. Nandini Bhattacharya replied yes. She said she asked what was there before, but they were not willing to offer any information.

Ms. Ellen Dorsa, Resident on Walnut Drive:

- Declared that this ADU was there when they bought the property.
- Asked why the City didn't un-permit it.
- Stated that these owners are not the ones who did this.
- Concluded, "Let them have it."

Ms. Maggie Desmond, Campbell Resident:

- Said that she doesn't know these owners.
- Stated, "We need to find a loophole! This is their home!"

Mr. Raja Pallela, Resident on W. Hacienda:

- Stated that State law says there can be no minimum setback standard for an ADU.
- Reminded that this structure has existed for 25 or more years.
- Added that it could have started out as a workshop and more recently converted.

Chair Rivlin closed the Public Hearing for Agenda Item No. 2.

Commissioner Colvill:

- Said that this is a tricky situation but still is quite clear.
- Advised that he agrees with staff that we cannot allow something when it impacts on neighbors.
- Pointed out that it appears the neighbor has a non-conforming shed.
- Stated that we have a complaint about this ADU but not the shed.
- Reminded that the appellants bought this property well aware that this could happen.
- Admitted that he is surprised that Ms. Nandini Bhattacharya hadn't contemplated what they might do if they need to remove the ADU from the setback area.
- Reiterated that this ADU must comply with Code and he sides with staff on that.

Commissioner Hines:

- Said that he too is torn about this.
- Added that he doesn't like to see too many exceptions to the Code that the Commission is obliged to follow.
- Asked the appellants to work with staff to meet codes and still have a livable living space.

Commissioner Ostrowski:

- Said that there are nuisances to Code.
- Agreed that what is in place does not meet current Code.
- Pointed out that there seems to be a "grey area" as this garage was built in the 40's with a 10-inch setback. Per current Code they would be allowed to extend that original garage and be following Code as a non-compliant structure.
- Stated that garage seems to have been extended in the 80's but possibly as a shop and not originally as an ADU.

- Added that later (approximately 10 years ago or so) converted the space into an ADU. The current owners purchased the property in 2015.
- Stated that converting a “shop” into an ADU is allowed per the new ADU Ordinance so this may well be conforming.
- Reminded that part of the Commission’s evaluation of a project includes environmental impacts, land use and even housing shortages.
- Added that the proposed removal of three feet of an existing wall of this ADU is not very environmentally friendly path of conforming this structure. That should be considered.

Commissioner Hines:

- Stated that Code would allow it had it been a garage or workshop that had been added to in steps in a progression over time.
- Said that State laws and City codes have also been added on under that progression.

Commissioner Colvill questioned how anyone can factually say that this living unit was created in steps from a workshop.

Commissioner Ostrowski asked staff to respond.

Commissioner Colvill also asked staff to respond.

Planner Daniel Fama:

- Reported that a permit for this ADU is currently under review in Building but is delayed.
- Said that City staff had encouraged these owners to continue their efforts to find any County building permits that could establish the legality of this structure as it stands.
- Advised that those permits were not found.

Director Paul Kermoyan:

- Said that he understands that this is the home for a young family.
- Admitted that the conversation amongst the Commission is somewhat confusing to staff given that together we all went through a lot of work in creating these ADU standards and are now being told they are wrong.
- Stated that together we deliberately set these standards and settled on a minimum of a four-foot setback which is the maximum-minimum setback per State mandate.
- Reminded that we could have set a zero-minimum setback. Again, these comments this evening are confusing.
- Informed that it is via State Law that mandatory findings must be met to allow for a Variance.
- Agreed that this is an unusual situation but there are ways that these owners can meet setbacks while keeping their ADU.
- Reiterated that they purchased their home with full knowledge of the unpermitted living unit that was disclosed.
- Advised that the City does not conduct property inspections at time of real estate sale of a home from one owner to a new owner.

Commissioner Ostrowski:

- Said that the new ADU Ordinance was well done. We all did a nice job.
- Added that this new ADU Ordinance is going to be a big benefit to property owners as well as to potential renters of ADUs as more are constructed.
- Stated that this particular situation goes so far back in time.

Commissioner Hines said that the Commission is not questioning the validity of the ADU Ordinance on future structures but perhaps the case can be made on existing structures.

Commissioner Colvill:

- Said that the owners' efforts to find permits have reached a dead end.
- Reminded that these owners had contacted the previous owners and was told by them that this ADU was unpermitted space.
- Pointed out that having an ADU is much more popular today that it used to be.
- Opined that there are way too many crazy units out there.

Commissioner Buchbinder:

- Said that if we don't conform there would be limited potential for 80's era structures being legalized.
- Stated there is a difference when permitting for a new ADU structure versus requiring existing structures to be taken down or physically being reduced in size.
- Reminded that there is a housing crisis in this area.
- Pointed out that this ADU appears to conform in all way except for this one setback.
- Asked if there is the possibility to consider some form of amnesty for existing unpermitted ADUs.

Commissioner Hines:

- Suggested a motion being made.
- Referred to Finding 7 and said he is looking at not requiring the tear down of this one. Rather, he is looking that this structure not be counted as converted in today's realm but rather as something constructed 30 years ago and unpermitted when constructed.
- Suggested the Commission build its resolution around this being a converted structure.

Planner Daniel Fama advised that staff has drafted a resolution for denial. To approve the retention of this ADU, it would need to be continued to January to allow staff the time to craft a resolution for approval.

Commissioner Krey asked staff how many illegal ADUs there are in Campbell.

Planner Daniel Fama:

- Replied there are high number of illegal living units in Campbell.
- Added that the City finds out about them via Code Enforcement complaints from a member of the community.
- Added that the Code Enforcement Officer, together with a Building Inspector, works with the owner resolve illegal units.

- Advised that with the newly adopted ADU Ordinance, many would of the existing unpermitted ADUs may now be able to be converted legally.

Commissioner Krey:

- Stated that setbacks are very important.
- Agreed that we all spent a lot of time developing our ADU standards.
- Reminded that these owners bought a property with a disclosed unpermitted second unit.
- Cautioned that a situation like this one could come up again.
- Concluded that he is against approving a Variance.

Chair Rivlin:

- Reminded that the findings provided don't support this Variance.
- Said that while he supports this Campbell Resident, their ADU doesn't meet the Code.
- Reiterated that these owners purchased their home with full knowledge of its unpermitted ADU.

Planner Daniel Fama:

- Said that staff worked with the applicants in searching for permit history and suggested the go to the County Assessor's Office to obtain a personal property record that is only released to the property owner.
- Advised that their personal property record indicated a 24-foot deep garage. The added ADU area was not permitted.

Chair Rivlin asked if the structure could remain if it was made part of the garage. If not, what must occur.

Planner Daniel Fama:

- Stated that if the Commission does not allow the ADU to remain via a Variance the property owners could appeal that action to the City Council.
- Added that they could also cut back the portion of the ADU that falls within the required setback.
- Said that they could choose to remove the ADU.
- Concluded that if none of those options are taken, the City would be forced to continue with its Code Enforcement efforts that could include daily fines until the matter is resolved and the code case can be closed.

Commissioner Ostrowski asked if it is possible to get a non-permitted building permitted. She asked the difference between the issue of it being non-permitted and having an inadequate setback.

Chair Rivlin suggested that they keep everything except for removal of the kitchen and bath that makes it a living unit.

Planner Daniel Fama said that there must be opening left between a storage area and the rest of the garage it is a part of. That requirement is intended to discourage use of a part

of the garage as living space. A garage may have limited plumbing of no more than two fixtures to make it hard to illegally convert a garage into and ADU.

Commissioner Buchbinder asked if it is possible to extend the property line.

Planner Daniel Fama replied, no, they were unable to get the information.

Chair Rivlin said that there is enough evidence this ADU is not legal. He suggested a continuance and asked Planner Daniel Fama to outline the alternatives again.

Planner Daniel Fama listed the three options as 1) appeal to Council; 2) convert the ADU back into a workshop/garage storage with permits; or 3) to remove a portion of the building to achieve the required setback.

Director Paul Kermoyan:

- Offered a new suggestion that these owners build a new wall at the required setback distance but within the ADU itself and relocate their ADU's kitchen to that new interior wall. The four-foot area created inside and up to the setback wall could then be connected to the garage and not the ADU and used for storage.

Commissioner Hines proposed approving the Variance request using Finding 7.

Chair Rivlin suggested a continuance to a date uncertain.

Commissioner Colvill said the Commission is here to bring closure and he would make a motion to deny the Variance.

Motion: **Upon motion of Commissioner Colvill, seconded by Commissioner Krey, the Planning Commission recommended denial of a Variance to allow the retention of an unpermitted ADU (Accessory Dwelling Unit) on property located at 309 Redding Road, by the following roll call vote:**

AYES: **Colvill, Krey and Rivlin**
NOES: **Buchbinder, Hines and Ostrowski**
ABSENT: **Ching**
ABSTAIN: **None**

This motion failed without a majority.

Director Paul Kermoyan advised that this vote is a denial/non-decision.

City Attorney William Seligmann said that the Commission could continue consideration of this item to a meeting where all seven Commissioners can be present to see if the non-decision tie-vote can be broken.

Commissioner Hines suggested allowing the Variance using Finding 7 exception stating that this is not an expansion but rather a conversion of a structure that done progressively over many years.

Chair Rivlin asked if this is even legal.

City Attorney William Seligmann said there is an issue with the narrowness of the lot, and he is not sure exactly how Commissioner Hines wants to use Finding 7 since this space was never permitted. We can't just go back in time to make it lawful.

Director Paul Kermoyan:

- Clarified that Findings 1 through 10 are evidentiary findings. The Commission must also make the Variance findings that include the finding there is something unusual with the property that limits them from doing what others with similar property can do.
- Cautioned that if that finding is used other people will take advantage of this decision as representing a precedent.
- Added that if that is the case, there is a problem with the Code.

Chair Rivlin stated that all five of the Variance findings must be found true.

City Attorney William Seligmann again suggested a continuance to bring this matter back.

Motion: Upon motion of Commissioner Hines, seconded by Commissioner Ostrowski, the Planning Commission recommended APPROVAL of a Variance to allow the retention of an unpermitted ADU (Accessory Dwelling Unit) on property located at 309 Redding Road, with the following proposed findings:

1. The existing ADU unit has to be modified;
2. The ADU is not considered to be a new build but rather one that has been modified over time and was built before the 1980's; and
3. Allowing the retention of this ADU will not represent a special privilege as this is a pre-existing structure built before Codes,

by the following roll call vote:
AYES: Buchbinder, Hines and Ostrowski
NOES: Colvill, Krey and Rivlin
ABSENT: Ching
ABSTAIN: None

This motion failed without a majority.

Chair Rivlin said this matter has now failed twice.

Director Paul Kermoyan suggested this matter be continued to a meeting date uncertain at which time all seven Commissioners are present and can deliberate until a majority vote is achieved. He said that in the meantime staff would continue to work with the appellants/property owners.

Motion: Upon motion of Commissioner Ostrowski, seconded by Commissioner Buchbinder, the Planning Commission CONTINUED TO A DATE UNCERTAIN, the consideration of a Variance to allow the retention of an unpermitted ADU (Accessory Dwelling Unit) with a substandard side setback on property located at 309 Redding Road, to allow the participation of the full seven-member Planning Commission in order to reach a majority vote on this item, by the following roll call vote:

AYES: Buchbinder, Hines Krey Ostrowski and Rivlin
NOES: Colvill
ABSENT: Ching
ABSTAIN: None

Chair Rivlin advised that this item would return to a future Planning Commission meeting where all seven Commissioners are in attendance in order to deliberate further and then propose a motion that can pass with a majority vote.

Chair Rivlin called for a brief break at 9:15 p.m.

Chair Rivlin reconvened the meeting at 9:20 p.m.

Chair Rivlin asked if there were any disclosures.

Commissioner Krey said that as he has previously recused for projects on this street since he has a good friend living on the street and has discussed the area with that friend.

Commissioner Krey then left the dais and chamber before Item 3 began.

Chair Rivlin read Agenda Item No. 3 into the record as follows:

3. **PLN2019-221 (M)** Public Hearing to consider the application of Alison Love for Modification (PLN2019-221) of a previously approved Site and Architectural Review Permit (PLN2018-198) for a new two-story home on property on property located at **1384 Munro Avenue**. Staff is recommending that this item be deemed Categorically Exempt under CEQA. Planning Commission action final unless appealed in writing to the City Clerk within 10 calendar days. Project Planner: *Cindy McCormick, Senior Planner*

Ms. Cindy McCormick, Senior Planner, provided the staff report.

Director Paul Kermoyan:

- Said that a request such as this one is typically handled at staff level. However, he decided that instead of an Administrative decision, he would bring this to the Commission.

Daniel Fama

From: BUDDHADEB BASU <buddhadebb@yahoo.com>
Sent: Friday, February 28, 2020 2:24 PM
To: Daniel Fama
Cc: Hiya B.; Paul Kermoyan
Subject: Re: ADU: 309 Redding Rd (new permit #3205)
Attachments: Permit History Report.pdf; 6E054B26-5FAA-4EF5-A0F5-42EFE3C096C5_1_201_a.jpeg; C34B5A82-79BD-49BD-8176-D0D5DFE1A117_1_201_a.jpeg

Hi Mr Fama,

As mentioned before - please make sure you have the following 4 attached.
 Mr Kermoyan already took copies for #3 and I have attached the remaining out here again for your reference

1. Santa Clara County permit #21156
2. Santa Clara County permit #3205
3. Signed copies of No-Objection certificates by immediate surrounding neighbors of 309 Redding Road, Campbell - establishes that they have no objection with the structure in question.
4. Two Permits issued by City of Campbell in 2015

Thanks
 Nandini B & Buddhadeb B
 Ph: 1-408-896-3042

On Friday, February 28, 2020, 01:18:55 PM PST, Daniel Fama <danielf@campbellca.gov> wrote:

Thank you. And just to confirm, you do not wish us to include any of the other materials that you had emailed previously?

From: BUDDHADEB BASU <buddhadebb@yahoo.com>
Sent: Friday, February 28, 2020 12:40 PM
To: Daniel Fama <danielf@campbellca.gov>
Cc: Hiya B. <nandini.bhattacharyya@gmail.com>; Paul Kermoyan <paulk@campbellca.gov>
Subject: Re: ADU: 309 Redding Rd (new permit #3205)

Hi Mr Fama,

Attached is the Variance justification statement

There are 2 files. One is the original and the other is signed and scanned.

PERMIT NUMBER **21156** ISSUED BY **BS** DATE **5-16-75**

APPLICATION FOR BUILDING PERMIT
DEPT. OF PUBLIC WORKS SANTA CLARA COUNTY
BUILDING INSPECTION DIVISION
1555 BERGER DRIVE SAN JOSE, CA. 95112 TEL. 299-2351

CERTIFICATION OF COMPLIANCE IS REQUISITE TO ISSUANCE OF CERTIFICATE OF OCCUPANCY
CERTIFICATION SIGNIFIES COMPLIANCE WITH ALL APPLICABLE SANTA CLARA COUNTY ORD.
CODES UNDER DEPARTMENTAL PURVIEW.
THIS SPACE FOR INSPECTOR'S USE ONLY

ADDRESS

STREET NUMBER **309 REDDING ROAD**

NEAREST CROSS STREET **PARSONS**

POST OFFICE (CITY) **CAMPBELL** ZIP **95008**

OWNER **JACK M. FARNHAM** PHONE **377-2970**

MAILING ADDRESS **15572 WOODARD RD.**

CITY **SAN JOSE, CAL.** ZIP **95124**

ARCHITECT OR ENGINEER CONTRACTOR

CONTRACTOR SELF LIC. NO. CLASS PHONE CITY ZIP

ENGINEERING SERVICES DIV.

LAND DEV. REC. COMP. DATE **5-12-75**

BY **LAND** PLAN CHECK NO. **11574** PARCEL NO. **1422**

EIR REQUIRED Yes No EIR on file Yes No DATE **10/27/75**

DWY APPROVAL DATE **10/27/75**

ROAD IMPROVEMENT DATE

COMPLETE BEFORE OCCUPANCY BOND DATE

APPROVED BY: _____ DATE _____

CERTIFICATION OF COMPLIANCE

HEALTH DEPT.

SAN DIST. NO. **4-22911** SEP TR PERMIT NO. APPROVAL REQUIRED?

APPROVED BY: _____ DATE _____

CERTIFICATION OF COMPLIANCE

FIRE MARSHAL DEPT.

APPROVAL REQUIRED?

APPROVED BY: **D. R. Foote** *Install fire alarm* DATE **5/6/75**

CERTIFICATION OF COMPLIANCE

PLANNING DEPT.

SET BACKS FEET FRONT (FROM CENTER LINE OF R/W) SIDE REAR ZONE **R1-8**

VARIANCE OR SPEC REQ. DEV REQ COMP BY: DATE

ARCH. SITE APPROVAL BY: _____ DATE _____

BUILDING INSPECTION DIV.

LOT TRACT PLAN CHECK NO. **5857**

BLOCK A.P.N.

TYPE OF IMPROVEMENT

BUILD REMODEL ADD TO REPAIR **MOVE** CONVERT DEMOLISH

SQ. FT. SIZE No. of FAMILIES **1** No. of STORIES **1**

PERMIT NUMBER **21156** USE OF STRUCTURE

MOVE ON ONE FAM. RES. & DET. GAR

Moving Permit # 3205

APPROVED BY: _____ DATE _____

CERTIFICATION OF COMPLIANCE

APPROVED BY: **COM** DATE **5-6-75**

CERTIFICATION OF COMPLIANCE

NO UTILITIES WILL BE CLEARED UNTIL "BUILDING COMPLETE" HAS BEEN SIGNED

INSPECTION RECORD		
1. FOUNDATION FORMS	5-20-75	B.E.M. PARTIAL
2. FORMS	6-9-75	G.C. 6-11-75 JR
POUR NO CONCRETE UNTIL THE ABOVE HAS BEEN SIGNED		
3. HEATING DUCTS		
4. COMFORT COOLING		
5. GIRDERS	10-21-75	G.C.
DO NOT COVER FLOORS UNTIL THE ABOVE HAS BEEN SIGNED		
6. BOND BEAMS (CONC. BLK.)		
7. ROUGH PLBG. PARTIAL		
8. ROUGH PLBG. COMPLETE		
9. SEWER INSPECT	10-17-75	fl
10. GAS PRESSURE	10-17-75	fl
11. ROUGH ROOF FRAME FLUES		
DO NOT WIRE UNTIL THE ABOVE HAS BEEN SIGNED		
12. ROUGH ELEC WIRING		
COVER NO WALLS UNTIL THE ABOVE HAS BEEN SIGNED		
13. STUCCO WIRE OR LATH	8-15-75	JR
14. SHEET ROCK		
15. PLUMBING FINAL (Fixtures)	10-21-75	G.C.
16. GAS APPLIANCES		
17. ELECTRICAL FINAL (Fixtures)	10-21-75	G.C.
18. BUILDING COMPLETE	10-24-75	G.C.

NOTE: TOTAL FEES EXCLUDE APPLICABLE ELECTRICAL, PLUMBING, AND MECHANICAL PERMIT FEES.

Requests for refunds or adjustments in fees paid must be made to the building official in writing in conformance with applicable section(s) of the Santa Clara County Ordinance Code.

ISSUANCE PERMIT FEE	VALUATION	SEPTIC TANK	FIRE MARSHALL	PLAN CHECK	PERMIT	TOTAL FEES
5.00	11,640.00			30.00		60.00 + 5.00 = 65.00

MAY-16-75 17178 • • 5857 (5) - A 30.00

MAY-16-75 17179 • • 21156 (1) - A 65.00

Application For Moving Permit

COUNTY OF SANTA CLARA
BUILDING INSPECTION DIVISION
20 W. Hedding St., San Jose 10, Calif. - Phone 299-2351

DATE 8/27/74	PRESENT ADDRESS 185 UNION AVE, CAMPBELL NEAREST CROSS STREET CAMPBELL AVE	APPLICATION # 3205
BUILDING TO BE USED AS: 1-FAMILY	TYPE OF CONSTRUCTION: FRAME	FUTURE ADDRESS 309 REDDING RD S.J. NEAREST CROSS STREET 50 BASCOM ST.
BLDG. HEIGHT 18	BLDG. WIDTH 26	BLDG. LENGTH 49
	NO. OF PARTS 3	DIST. #
ADDITIONAL STRUCTURES - WIDTH 21 20		LENGTH 24 21
EQUIPMENT USED IN MOVING PT. DOLLIES		

PROPOSED ROUTE - COUNTY ROADS ONLY

UNION TO SO. BASCOM TO REDDING RD
TO SITE

LIST IMPROVEMENTS TO BUILDING - SEE SURVEY SECTION BELOW

COMPLETION AGREEMENTS REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	BOND \$	ABOVE IMPROVEMENTS TO BE COMPLETED BY:
NEW OWNER JACK FARNHAM	ADDRESS	CITY
HOUSE MOVER GAL BRAITH	SIGNATURE OF HOUSE MOVER OR AUTHORIZED REPRESENTATIVE D. Galbraith by V. P. ...	

DO NOT WRITE BELOW THIS LINE

CONDITION OF BUILDING

Good

CONDITION OF PLUMBING

Good

CONDITION OF ELECTRIC

Good - 100 Amp Min. Service

REQUIRED IMPROVEMENTS

Meet all applicable codes.
Repaint Exterior

SUITABLE TO MOVE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	INSPECTED BY: Robert A. Shipley	DATE POSTED 9-3-74	BUILDING PERMIT NO. 21156	MOVING PERMIT NO. 3205
ONING, NEW LOC. R1-8	REQUIRED YARD AREA FRONT 25 SIDE 8 REAR 25	LOT NO.	ISSUED BY: M. ...	
COUNTY ENGINEERS ROUTE APPROVED BY:	ROUTE APPROVAL EXPIRES: 10/27/74	BLDG. SITE APPROVAL REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	SURVEY OR SUB. LOT ON <input type="checkbox"/> YES <input type="checkbox"/> NO	
CHECKED BY:	DATE	ISSUED BY:	DATE ISSUED	

REMARKS: FOR ROUTE APPROVAL ONLY. A ROAD PERMIT MUST BE OBTAINED PRIOR TO MOVING

NOTE: COUNTY COMMUNICATIONS (299-2501) MUST BE NOTIFIED BEFORE STREET IS ENTERED

POSTING & SURVEY FEE \$10.00	THIS SPACE FOR MACHINE VALIDATION 07362 • 3205 (6) - B
PERMIT FEE \$12.50	THIS SPACE FOR MACHINE VALIDATION MAY-16-75 17188 • 3205 (6) - A



PERMIT

CITY OF CAMPBELL - BUILDING DIVISION
70 N. 1ST STREET, CAMPBELL, CA 95008
PHONE: (408) 866-2130, FAX: (408) 866-8361

Declarations

Please initial all applicable line(s)

LICENSED CONTRACTOR DECLARATION

PL I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

I am exempt under Sec. 7031 of the B & P C. for this reason: A licensed structural pest control operator acting within the scope of his or her license.

OWNER-BUILDER DECLARATIONS

I hereby affirm that I am exempt from the Contractor's License Law (C.L.L.) for the following reason (Sec 7031.5 B & P C.): Any city which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he/she is licensed pursuant to the provisions of C.L.L. Chapter 9 (commencing with Section 7000 of Division 3 B & P C.) or that he/she is exempt there from and the basis for the alleged exemption. Any violation of Sec. 7031.5 by any applicant for a permit subjects the applicant to the civil penalty of not more than five hundred dollars (\$500).

PL I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, B & P C.). The C.L.L. does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he/she did not build or improve for the purpose of sale.

I, as owner of the property, am exclusively contracting with licensed contractors to construct the projects (Sec. 7044, B & P C., the C.L.L. does not apply to an owner of property who holds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the C.L.L.)

Property Owner

Permit Number **BLD2015-00481**

Job Address **309 REDDING RD**

APN **41433009**

Issued **5/7/15** By **KO**

Received by **KATHELENO**

Plan Chk By

Type of Construction **Type V-B**

Existing Use

Occupancy **R-3** **Single family residential**

Square Footage

Owner **SOCHAM J. ELIZABETH J** Contractor **PALO ALTO HOME IMPRO**

309 REDDING RD **1337 LINCOLN AVE**

CAMPBELL CA 95008 **PALO ALTO CA 94301**

Primary

Lic. No.

Primary

WORKERS COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code. My workers' compensation insurance and policy numbers are:

Carrier:

Policy Number:

PL I certify that in the performance of the work for which this permit is issued, I shall not employ any person in and manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

I have and will maintain a certificate of consent to self-insure for workers' compensation as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

WARNING:
FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS, IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3707 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Date **5.7.15** Applicant **Peter Lynch**

Description of Permitted Work:

T/O WOOD SHINGLE, RR COMP SHINGLE. 30SQ

TOTAL VALUATION **\$ 17,000.00**

Permit Trades Involved:

Mechanical:

Electric:

Building:

Re-Roof: **Yes**

Plumbing:

ALL APPLICANTS

PL I certify that I have read this application and state that all the above information, whether provided by initial or write-in, is true and correct. I agree that I am solely responsible for complying with and that I will comply with all City ordinances and I hereby authorize representatives of the City to enter upon the above identified property for inspection purposes.

PL I (we) agree to defend, indemnify, and hold harmless the City and its officers, employees and agents against all claims, actions and liabilities of any kind which may arise or occur in consequence of any acts or omissions of the City and its officers, employees or agents, in granting this permit, whether or not such acts or omissions are intentional or negligent or whether they are active or passive and to pay all costs and expenses, claims and actions.

Print **Peter Burzkowski** **5.7.15**
OWNER/BUILDER OR CONTRACTOR NAME DATE

1337 Lincoln Avenue 6502808663
ADDRESS PHONE

PL
SIGNATURE OF OWNER/BUILDER OR CONTRACTOR

Fees: (Not all may be shown)

Roadway Maintenance Fee	\$51.00
Building Permit Fee	\$375.00
Digital Imaging fee	\$2.00
CA Bldg. Stnds. Commission Fee	\$1.00
Total Fees:	\$429.00

Issuing Agent

CONSTRUCTION LENDING AGENCY

I hereby affirm that there is a construction Lending agency for the performance of the work for which this permit is issued. (Sec. 3097, Civil Code C.)

Lender's Name:

To Schedule Inspections Call (408) 866-2706

This Permit shall expire by limitation if major inspections are not performed and passed within 180 days of issuance or if work is abandoned for more than 180 days.

BUILDING PERMIT INSPECTION SIGNATURE CARD POST IN A CONSPICUOUS PLACE



CODE	INSPECTION TYPE	DATE	INSPECTOR	COMMENTS
FOUNDATION INSPECTIONS				
B01	Bld Set Backs / Location			
B02	Forms & Steel			
B03	Footings			
B04	Hold Down Placement			
B05	Foundation Combo B01-B04			
STRUCTURAL INSPECTIONS				
B06	Under Floor Framing / Shear			
B07	Floor Joist			
B08	Under Floor Insulation			
B09	Roof Tear Off (Reroof)			
B10	Roof Deck Nailing	05/19/15	DB	
B11	Exterior Shear Nailing			
B12	Interior / Exterior Lath			
B13	Rough Frame Inspection			
B14	Interior Shear Nailing			
B15	Ceiling Insulation			
B16	Wall Insulation			
B17	Miscellaneous Inspections			
B18	Drywall Nailing Inspection			
B19	T-Bar Ceiling Inspection			
B20	Pool Pre Plaster			
BUILDING FINAL INSPECTIONS				
B21	Smoke Detectors	05/19/15	DB	
B22	Pool/Spa Final			
B23	Title 24 / Insulation Certificate			
B24	Disabled Access / Miscellaneous			
B25				
B26	Final Fence			
B27	Final Roof Screens			
B28	Final Grading			
B29	Final Fire Dept. Inspection			
B30	Final Planning Division Inspection			
B31	Final Public Works Dept. Inspection			
B32	Health/W.V.S.D./Others			
B33	Special Inspections Complete			
B34	Final Building Inspection	05/19/15	DB	
ELECTRICAL INSPECTIONS				
E01	Grounding Electrode (UF.E.R.)			
E02	Underground Electrical			
E03	Rough Wall Electrical			
E04	Rough Ceiling Electrical			
E05	Electric Grounding			
E06	Final Electrical Inspection			
E07	P.G.&E. Electrical Release			
PLUMBING INSPECTIONS				
P01	Under Floor Rough Plumbing			
P02	Building Drain			
P03	Building Sewer			
P04	Sewer Back Water Device			
P05	Septic Tank Abatement			
P06	Rough Plumbing			
P07	Rough Gas Line Test			
P08	Property Line Clean Out			
P09	Water System			
P10	Water Pressure Regulator			
P11	Plumbing Top Out			
P12	Hot Water Heater & T&P Valve			
P13	Storm Drainage System			
P14	Final Gas Test			
P15	Final Plumbing Inspection			
P16	P.G.&E. Gas Meter Release			
P17	Roof Drain Over Flows			
MECHANICAL INSPECTIONS				
M01	Rough Mechanical			
M02	Fireplaces/Stove/Inserts			
M03	Furnace/ Boiler			
M04	Kitchen Hoods / Shaft			
M05	Fire Dampers			
M06	HVAC Equipment			
M07	Final Mechanical Inspection			
M08	Under Floor Ductwork			

FINAL INSPECTION: THIS BUILDING MUST NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN CALLED FOR AND APPROVED BELOW
 INSPECTOR'S SIGNATURE: _____ Date: 05/19/15



PERMIT

CITY OF CAMPBELL - BUILDING DIVISION
70 N. 1ST STREET, CAMPBELL, CA 95008
PHONE: (408) 866-2130, FAX: (408) 866-0381

Declarations

Please initial all applicable line(s)

LICENSED CONTRACTOR DECLARATION

PJ I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.
I am exempt under Sec. 7051 of the B.&P.C. for this reason: A licensed structural pest control operator acting within the scope of his or her license.

OWNER-BUILDER DECLARATIONS

I hereby affirm that I am exempt from the Contractor's License Law (C.L.L.) for the following reason (Sec 7031.5 B.&P.C.): Any city which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he/she is licensed pursuant to the provisions of C.L.L. Chapter 9 (commencing with Section 7000 of Division 3 B.&P.C.) or that he/she is exempt therefrom and the basis for the alleged exemption. Any violation of Sec. 7031.5 by any applicant for a permit subjects the applicant to the civil penalty of not more than five hundred dollars (\$500).
I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, B.&P.C.). The C.L.L. does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he/she did not build or improve for the purpose of sale.
I, as owner of the property, am exclusively contracting with licensed contractors to construct the projects (Sec. 7044, B.&P.C.), the C.L.L. does not apply to an owner of property who holds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the C.L.L.)

Property Owner

Permit Number: **BLD2015-00038**

Job Address: **309 REDDING RD**
APN: **41433009**
Issued: **1/12/15** By: **KO**
Received by: **KATHLEENO**
Plan Chk By:
Type of Construction: **Type V-B**
Existing Use: **Single family residential**
Occupancy: **R-3**
Square Footage:
Owner: **SOCHA M J, ELIZABETH J**
Contractor: **PALO ALTO HOME IMPRO**
309 REDDING RD 1337 LINCOLN AVE
CAMPBELL CA 95008 PALO ALTO CA 94301
Primary: **Lic No**
Primary

WORKERS COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:
I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code. My workers' compensation insurance and policy numbers are:
Carrier: _____
Policy Number: _____
(This section need not be completed if the permit is for one hundred dollars (\$100) or less.)
PJ I certify that in the performance of the work for which this permit is issued, I shall not employ any person in and manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.
I have and will maintain a certificate of consent to self-insure for workers' compensation as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

Description of Permitted Work:

2-1/2 BATHROOMS AND KITCHEN UPDATES, NO CHANGE TO LAYOUT, NO NEW FIXTURE COUNT, NEW INTERIOR DOORS

TOTAL VALUATION: **\$ 24,000.00**

Permit Trades Involved:

Mechanical: **Yes**
Electric: **Yes**
Building: **Yes**
Re-Roof: **Yes**
Plumbing: **Yes**

WARNING:

FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS, IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3707 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Date: 1.12.15 Applicant: PJ

Fees: (Not all may be shown)

General Plan Maintenance Fee **\$38.40**
Roadway Maintenance Fee **\$72.00**
Building Permit Fee **\$515.00**
Plan Review Fee **\$158.40**
Electrical Permit Fee **\$137.00**
Total Fees: **\$1,200.92**

****Some fees not shown here****

ALL APPLICANTS

PJ I certify that I have read this application and state that all the above information, whether provided by initial or write-in, is true and correct. I agree that I am solely responsible for complying with and that I will comply with all City ordinances and I hereby authorize representatives of the City to enter upon the above identified property for inspection purposes.
PJ I (we) agree to defend, indemnify, and hold harmless the City and its officers, employees and agents against all claims, actions and liabilities of any kind which may arise or occur in consequence of any acts or omissions of the City and its officers, employees or agents, in granting this permit, whether or not such acts or omissions are intentional or negligent or whether they are active or passive and to pay all costs and expenses, claims and actions.

Print PETER BYCZKOWSKI 1.12.15
OWNER/BUILDER OR CONTRACTOR NAME DATE
1337 LINCOLN AVENUE 6502808663
ADDRESS PHONE
PJ
SIGNATURE OF OWNER/BUILDER OR CONTRACTOR

Issuing Agent: [Signature]

CONSTRUCTION LENDING AGENCY

I hereby affirm that there is a construction Lending agency for the performance of the work for which this permit is issued. (Sec. 3097, Civil Code C.)
Lender's Name: _____

To Schedule Inspections Call (408) 866-2706

This Permit shall expire by limitation if major inspections are not performed and passed within 180 days of issuance or if work is abandoned for more than 180 days.

BUILDING PERMIT INSPECTION SIGNATURE CARD
POST IN A CONSPICUOUS PLACE



CODE	INSPECTION TYPE	DATE	INSPECTOR	COMMENTS
FOUNDATION INSPECTIONS				
B01	Bld Set Backs / Location			
B02	Forms & Steel			
B03	Footings			
B04	Hold Down Placement			
B05	Foundation Combo B01-B04			
STRUCTURAL INSPECTIONS				
B06	Under Floor Framing / Shear			
B07	Floor Joist			
B08	Under Floor Insulation			
B09	Roof Tear Off (Reroof)			
B10	Roof Deck Nailing			
B11	Exterior Shear Nailing			
B12	Interior / Exterior Lath	05/13/15	DB	Interior
B13	Rough Frame Inspection			
B14	Interior Shear Nailing			
B15	Ceiling Insulation			
B16	Wall Insulation			
B17	Miscellaneous Inspections			
B18	Drywall Nailing Inspection			
B19	T-Bar Ceiling Inspection			
B20	Pool Pre Plaster			
BUILDING FINAL INSPECTIONS				
B21	Smoke Detectors	06/05/15	DB	
B22	Pool/Spa Final			
B23	Title 24 / Insulation Certificate			
B24	Disabled Access / Miscellaneous			
B25				
B26	Final Fence			
B27	Final Roof Screens			
B28	Final Grading			
B29	Final Fire Dept. Inspection			
B30	Final Planning Division Inspection			
B31	Final Public Works Dept. Inspection			
B32	Health/W.V.S.D./Others			
B33	Special Inspections Complete			
		06/05/15	DB	
ELECTRICAL INSPECTIONS				
E01	Grounding Electrode (UFER)			
E02	Underground Electrical			
E03	Rough Wall Electrical	05/13/15	DB	
E04	Rough Ceiling Electrical			
E05	Electric Grounding			
E06	Final Electrical Inspection	06/05/15	DB	
E07	P.G.&E. Electrical Release			
PLUMBING INSPECTIONS				
P01	Under Floor Rough Plumbing			
P02	Building Drain			
P03	Building Sewer			
P04	Sewer Back Water Device			
P05	Septic Tank Abatement			
P06	Rough Plumbing	05/19/15	DB	
P07	Rough Gas Line Test			
P08	Property Line Clean Out			
P09	Water System			
P10	Water Pressure Regulator			
P11	Plumbing Top Out			
P12	Hot Water Heater & T&P Valve			
P13	Storm Drainage System			
P14	Final Gas Test			
P15	Final Plumbing Inspection	06/05/15	DB	
P16	P.G.&E. Gas Meter Release			
P17	Roof Drain Over Flows			
MECHANICAL INSPECTIONS				
M01	Rough Mechanical			
M02	Fireplaces/Stove/Inserts			
M03	Furnace/ Boiler			
M04	Kitchen Hoods / Shaft			
M05	Fire Dampers			
M06	HVAC Equipment			
M07	Final Mechanical Inspection	06/05/15	DB	
M08	Under Floor Ductwork			

FINAL INSPECTION: THIS BUILDING MUST NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN CALLED FOR AND APPROVED BELOW
INSPECTOR'S SIGNATURE: _____ **Date:** 06/05/15



your
ated
ding

s

PERMITS

ARCHITECT

MLS

SJC



ADU at 309 Redding Rd,
Campbell CA

- Nandini Bhattacharya
- Buddhadeb Basu

Why is a variance applicable for 309 Redding ?

- Any new land with > 10,000 sq feet = R-1-10 (min width=80 feet)
- Number of Campbell houses with AREA > 10000 sq feet & WIDTH <=55 feet is **15 lots**
 - With 2 times error margin it is **30 lots**
- Ratio calculation:
 - Total number of houses in Campbell = 18095 (data source: City office)
 - Total number of houses with AREA > 10000 sq feet = 1697 (data source: City office)
 - With 2X error margin - $(30/18095)*100 = 0.165\%$ of total Campbell lots !
 - comes to $(30/1697)*100 = 1.77\%$ when compared to all 10K lots (1697 houses)

Table 2-2
Minimum Parcel Sizes for Newly Created Parcels in the R-1 Zoning District

Zoning Map Symbol	Minimum Parcel Area: Square Feet/Net Acre	Minimum Lot Width: Feet
R-1-6	6,000	60
R-1-8	8,000	70
R-1-9	9,000	70
R-1-10	10,000	80
R-1-16	16,000	80

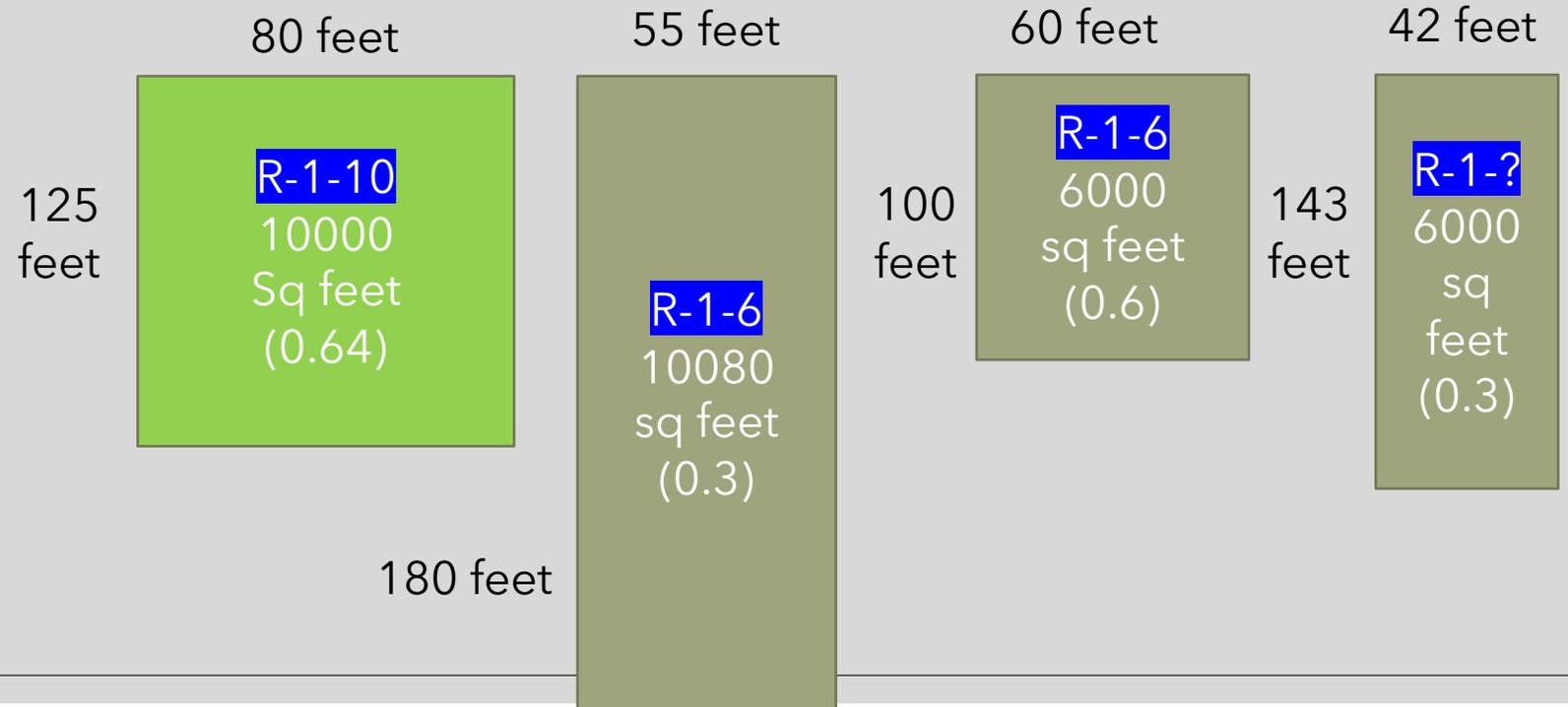
- Streets with similar lots-
- 1) WALTER (3 lots)
- 2) CROCKETT (6 lots)
- 3) STEINWAY (5 lots)
- 4) SONUCA (1 lot)

Why is a variance applicable for 309 Redding ? (contd..)

- as per City - R-1-6 it is also 66% larger than the typical lot size of 6,000 square-feet

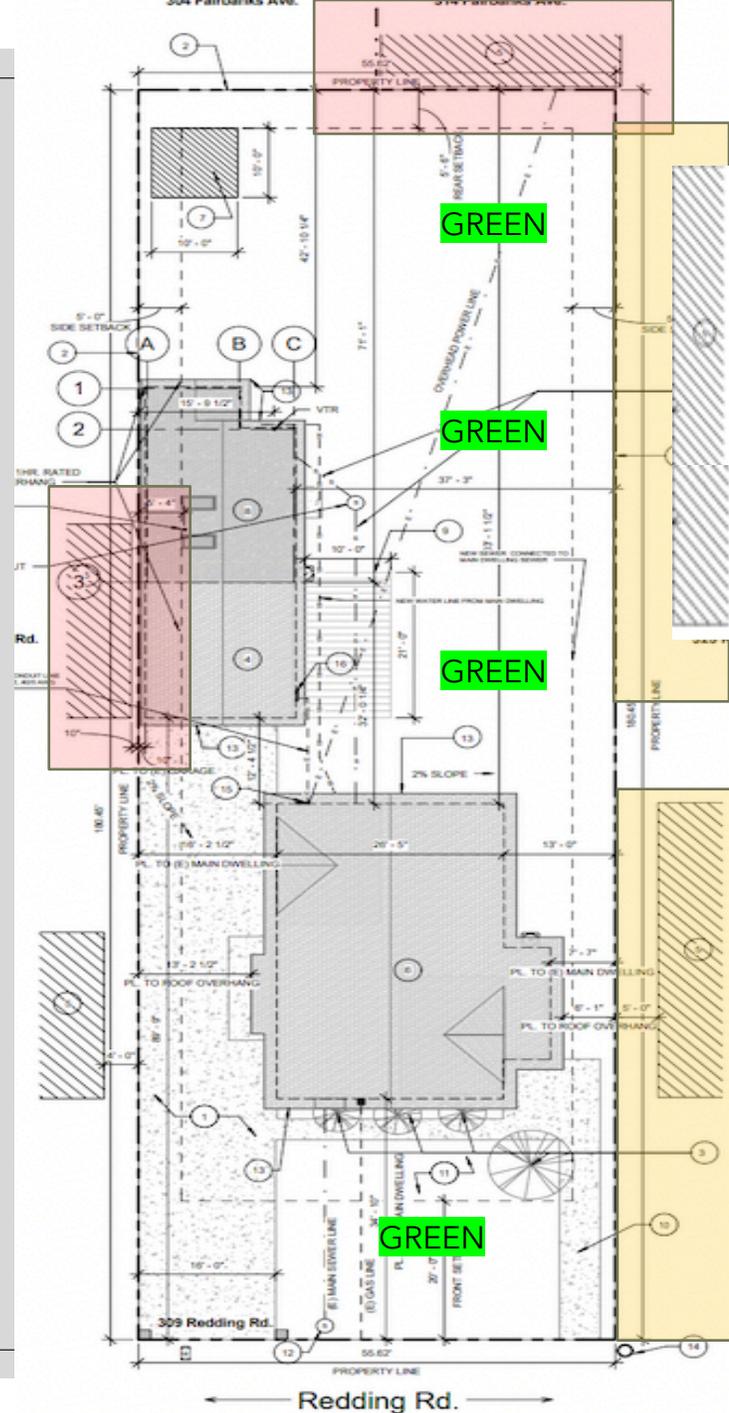
Apple to Apple / Apple to Oranges ?

- Comparison on similar grounds
 - Aspect ratio => $55/180 = 0.3$
 - 0.3 aspect ratio is not allowed for R-1-6
- The aspect ratio is irregular



Appeal to commission

- Immediate Neighbor's "No-Objection" signed letters
- Suggested **solutions**:
 - Variance based on sub-standard lot - Width = 55 feet (standard = 80 feet)
 - FIRE Graded Exterior Walls
 - ADU Amnesty (Example San Jose/San Francisco/LA ...)
 - 5 years deferment
 - Unit has been there for around 35+ years
- **Effects** of setback enforcement:
 - Environmental impact
 - 458 to 360 sq feet - Bedroom (10X10) => (10X6) sq feet (Safe)?
 - Cost with adding wall - \$40,000 to \$50,000
 - Demo, Cut concrete floor, Framing, Drywall, Plumbing/Gas, Electrical, Kitchen, HVAC, Insulation, Cabinets, Hardwood & Painting
- ADU ideally located
 - RED - less than 4 feet setback; YELLOW - 5 feet setback
 - Relocation = Tree removals (8 trees > 15 feet)
- We are Home owners & not Developers

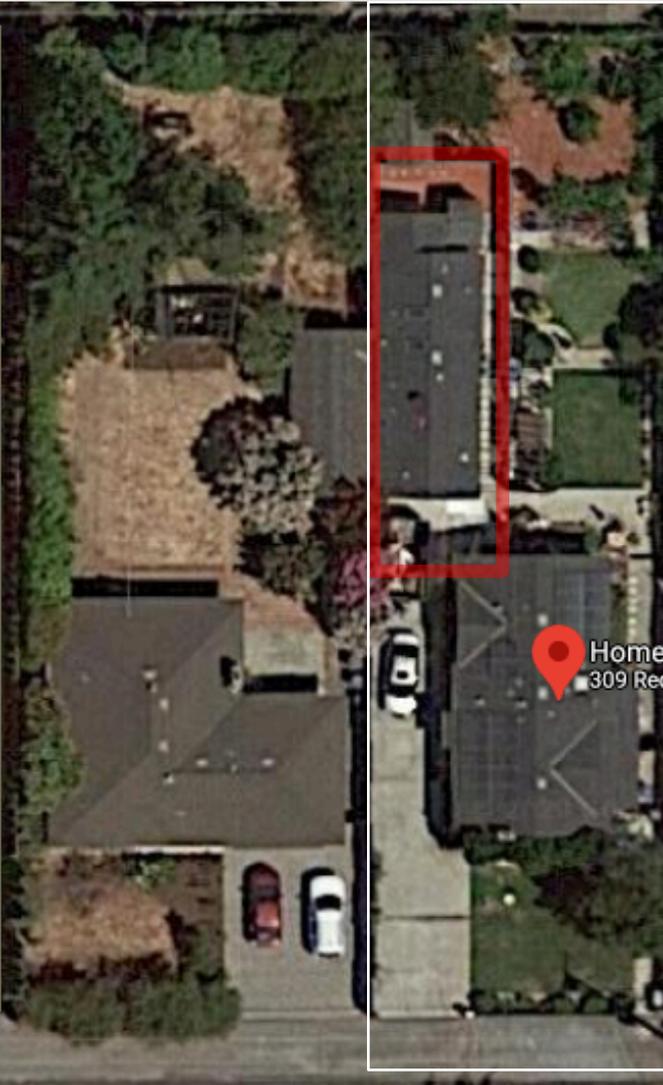


Condition #1 - *The strict or literal interpretations and enforcement of the specified regulation(s) would result in a **practical difficulty or unnecessary physical hardship** inconsistent with the objectives of this Zoning Code*

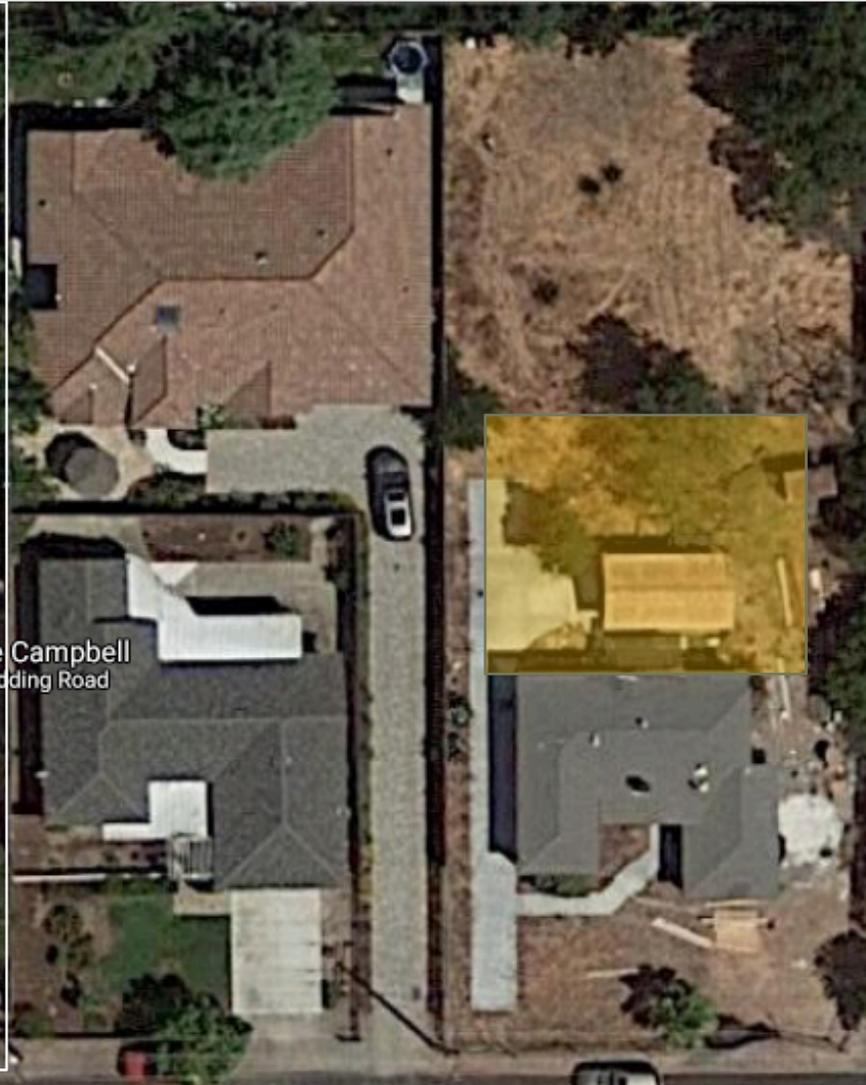
- LAND = 10,080 sq feet; IMPROPER ZONING ?
- WIDTH = 55 feet (5 feet short of **R-1-6**) & (25 feet short of **R-1-10**)
- as per City - to “protect the public health, safety, and general welfare”
 - How is it being established? ADU is BUILDING DEPARTMENT/FIRE/SANITATION APPROVED !
- as per City - “preserving and enhancing the aesthetic quality of the city”
 - Case specific - how a **partial setback**(garage) preserves aesthetic quality of the city ?

Table 2-2
Minimum Parcel Sizes for Newly Created Parcels in the R-1 Zoning District

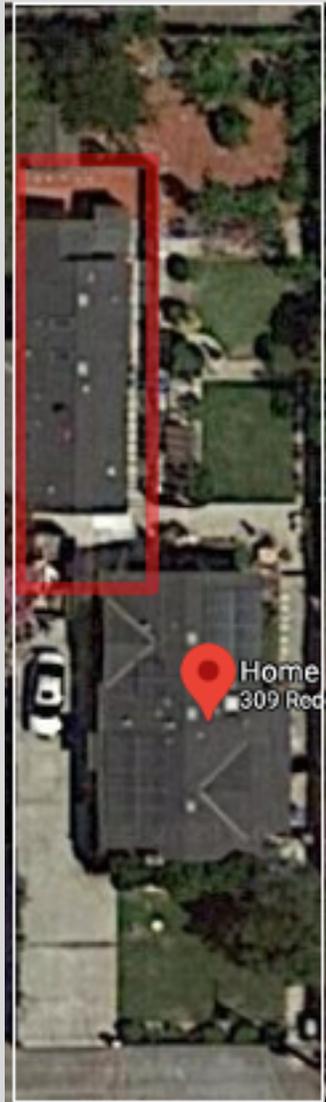
Zoning Map Symbol	Minimum Parcel Area: Square Feet/Net Acre	Minimum Lot Width: Feet
R-1-6	6,000	60
R-1-8	8,000	70
R-1-9	9,000	70
R-1-10	10,000	80
R-1-16	16,000	80



Home Campbell
309 Redding Road



309 Redding does not fit into the box !



Front facing
Front main Entrance

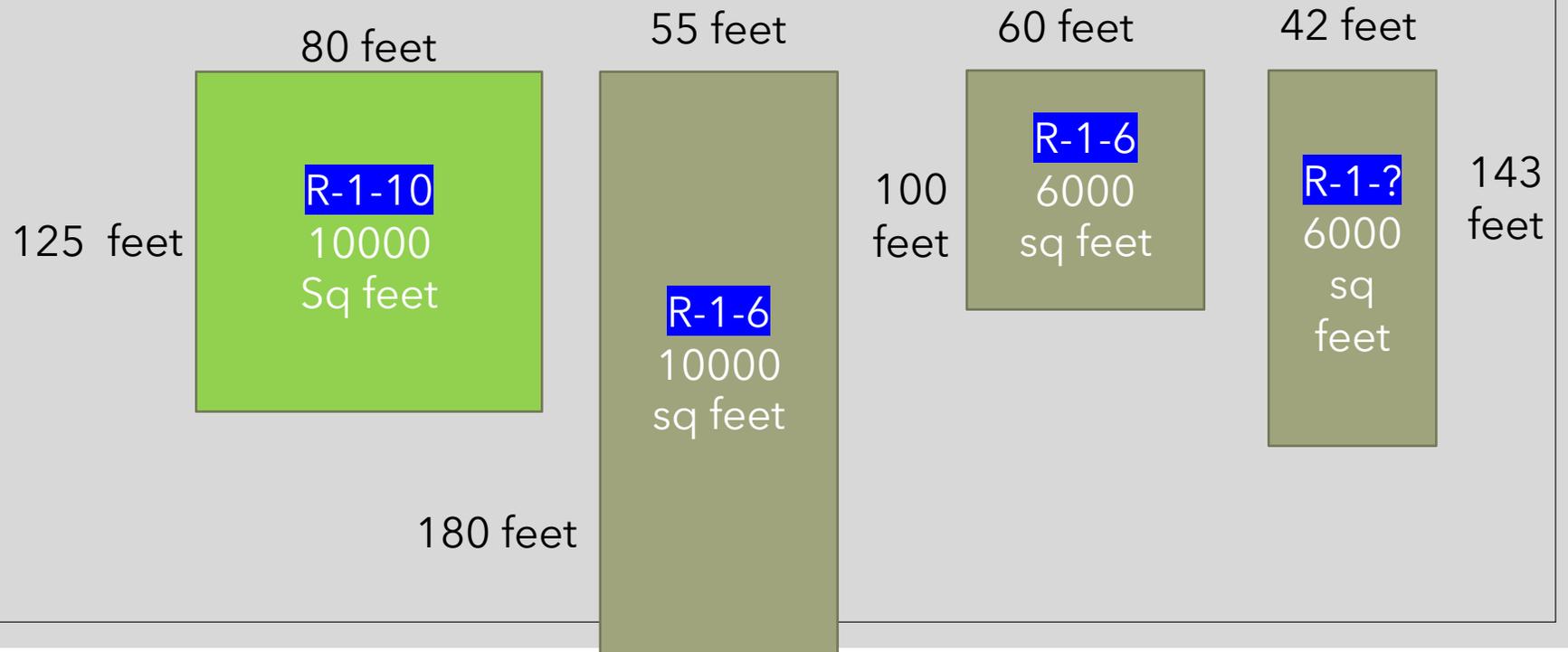


Condition #3- *There are exceptional or extraordinary circumstances or conditions applicable to the subject property (i.e. size, shape, topography) which do not apply generally to other properties classified in the same zoning district -*

- As per City - R-1-6 it is also 66% larger than the typical lot size of 6,000 square-feet

Apple to Apple / Apple to Oranges ?

- Comparison on similar grounds
 - Aspect ratio => $55/180 = 0.3$
 - 0.3 aspect ratio allowed for R-1-6 ?

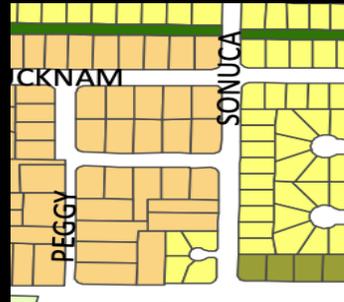
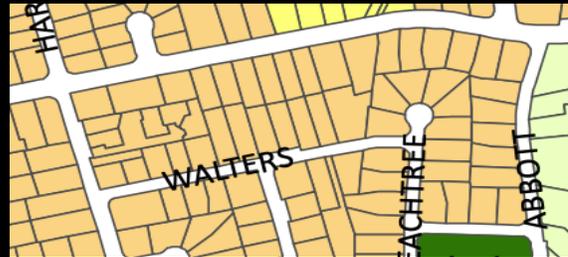


Condition #4- *The granting of the Variance will not constitute a **grant of special privilege** inconsistent with the limitations on other properties classified in the same zoning district -*

- As per City - Notwithstanding the applicants' statistics (which cannot be verified)
 - Why ? The data is available in County office
 - Numbers proves that our lot is an exception

Condition #4- The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district -

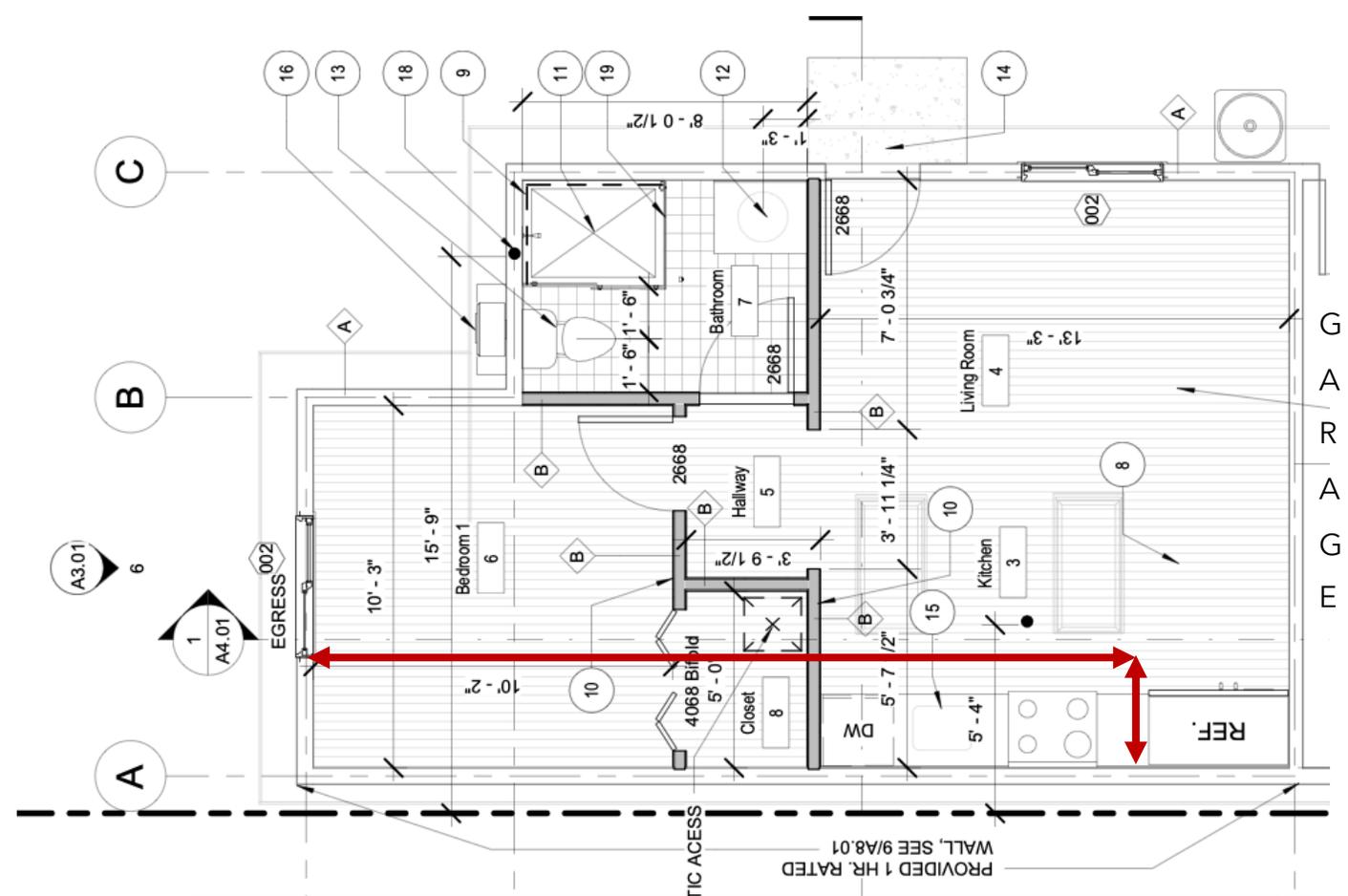
- Number of Campbell houses with AREA > 10000 sq feet & WIDTH <=55 feet is **15 lots**
 - With 2 times error margin it is **30 lots**
- Ratio calculation:
 - Total number of houses in Campbell = 18095 (data source: City office)
 - Total number of houses with AREA > 10000 sq feet = 1697 (data source: City office)
 - With 2X error margin - $(30/18095)*100 = 0.165\%$ of total Campbell lots !
 - comes to $(30/1697)*100 = 1.77\%$ when compared to all 10K lots (1697 houses)



- Streets with similar lots-
- 1) WALTER (3 lots)
- 2) CROCKETT (6 lots)
- 3) STEINWAY (5 lots)
- 4) SONUCA (1 lot)

Condition #5- *The granting of the Variance will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity-*

- City agrees that the unit is safe however “If variance is denied and the applicants are compelled to modify the structure, a permit would not be issued unless it is in compliance with the Building Code”
 - ADU is approved by Building Department of the city of Campbell
 - Meets all building code + is safe to occupy.
 - Making the changes will reduce the bedroom to <70 sq feet (will violate CA building code for minimum bedroom area requirement)
 - After we comply with the setback requirement will city again apply **additional appropriate changes** on top of it, till it becomes compliant/**safe** again ?



Feasibility test -

- The 3'2" feet wall (RED line)
- Redo the entire kitchen to move it by 38"
- Come up with a (bedroom) of 6'10" feet length?
 - CA law requires min **70 sq feet** for bedroom
 - Safe and allowed ?

Campbell City's responsibility:

- Sold **3 times** from 1980's
- 2015 - Full Roof Renovation (including ADU) - BLD2015-00481
 - **\$17000.00** valuation
 - **2** city inspection visits
- 2015 - Add half bath + Kitchen renovation - BLD2015-00038
 - **\$24000.00** valuation
 - Building plan absent
 - **3** city inspection visits
- 2019 - Accept the ADU plan and building permit process



PERMIT
CITY OF CAMPBELL - BUILDING DIVISION
70 N. 1ST STREET, CAMPBELL, CA 95008
PHONE: (408) 866-2130, FAX: (408) 866-8381

Permit Number: **BLD2015-00481**

Job Address: **309 REDDING RD**
APN: **41433009**
Issued: **5/7/15** By: **KO**
Received by: **KATHLEENO**

Plan Chk By:
Type of Construction: **Type V-B**
Existing Use:
Occupancy: **R-3** **Single family residential**
Square Footage:
Owner: **SOCHA M J, ELIZABETH J**
Contractor: **PALO ALTO HOME IMPRO**
309 REDDING RD **1337 LINCOLN AVE**
CAMPBELL CA 95008 **PALO ALTO CA 94301**

Primary: Lic. No:
Primary:

Description of Permitted Work:
T/O WOOD SHINGLE, RR COMP SHINGLE. 30SQ

TOTAL VALUATION: **\$ 17,000.00**



PERMIT
CITY OF CAMPBELL - BUILDING DIVISION
70 N. 1ST STREET, CAMPBELL, CA 95008
PHONE: (408) 866-2130, FAX: (408) 866-8381

Permit Number: **BLD2015-00038**

Job Address: **309 REDDING RD**
APN: **41433009**
Issued: **1/12/15** By: **KO**
Received by: **KATHLEENO**

Plan Chk By:
Type of Construction: **Type V-B**
Existing Use:
Occupancy: **R-3** **Single family residential**
Square Footage:
Owner: **SOCHA M J, ELIZABETH J**
Contractor: **PALO ALTO HOME IMPRO**
309 REDDING RD **1337 LINCOLN AVE**
CAMPBELL CA 95008 **PALO ALTO CA 94301**

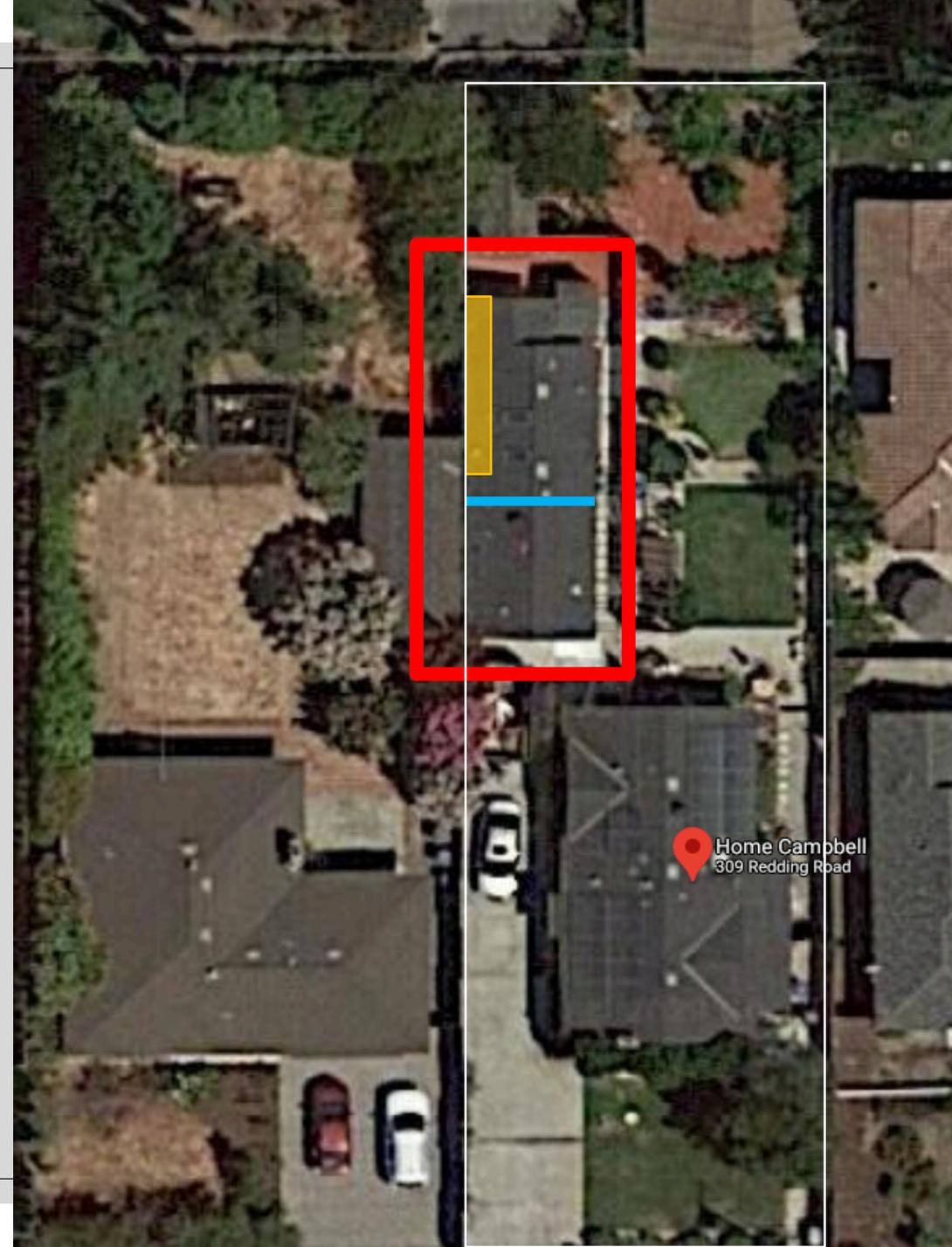
Primary: Lic. No:
Primary:

Description of Permitted Work:
2-1/2 BATHROOMS AND KITCHEN UPDATES. NO CHANGE TO LAYOUT. NO NEW FIXTURE COUNT. NEW INTERIOR DOORS

TOTAL VALUATION: **\$ 24,000.00**

History/ Sequence of events :

- 2013 - became parents and started looking for community in Campbell
- 2015 - 309 Redding (incorrect MLS) - 4B/3.5B - 1900 sq feet
- 2015 - Offer accepted (no contingency). - AS-IS
 - Promptly put 3% (\$36000.00)
 - Appraisal came as 3B/2.5B (1334 sq feet)
- 2016 - hired architect to legalize in-laws/ADU - not possible!
- 2018 - code enforcement
- 2018 - county corrected records (Lot size = 10080 sq feet)
- 2018 - Contacted city, hired architect again
 - Found out that main house = 1215 sq feet (instead of 1334 sq feet)
- 2019 -
 - Sanitation approved!
 - Fire approved!
 - City accepted & submitted plans - building permit approved!
 - Variance filed
- 2020- California ADU friendly laws; SB-(1226/13), AB68 + 5 year amnesty (BuildingCode)



California City, Zip, Address, School District, MLS #

Home | Santa Clara County > Campbell > 95008 > 1351 Peggy Ave

Peggy Ave, Campbell, CA 95008

\$1,198,000 ● Active Single Family Residence

Get Your 3 Credit Scores!

NEW OPEN 2/29 1:00 pm – 4:30 pm



1 / 19

3 Beds	2 Baths	1,233 Sq Ft
------------------	-------------------	-----------------------

10,018 Sq Ft Lot
1947 Yr Built

Share Favorite

Contact Agent



David Lillo
Dpl Real Estate
License #: 01803836
Phone: (408) 621-5649

Listing Agent

Full Name *

Email Address *

Phone Number *

I would like to know more about 1351 Peggy Ave, Campbell, CA 95008. Thank You!

Submit

Property Details

Neighborhood Map | View Virtual Tour

Upcoming Open Houses

29 Saturday, February 29
1:00 pm – 4:30 pm
Hosted By: Staff

1 Sunday, March 1
1:00 pm – 4:30 pm
Hosted By: Staff

About this Property

Move in and enjoy this 1,233 SF single-story front home plus 496 SF detached cottage on a huge lot in Campbell! Quietly nestled on a spectacular street within one of the nicest pockets of Campbell! Tucked away near the Los Gatos border! Hardwood floors! Bright and pleasant living room! Large family room with open beam ceiling! Spacious bedrooms! Detached cottage with full bathroom & kitchenette! Two car garage! Convenient proximity to grocery stores, Bay Club Courtside, Los Gatos Creek Trail & Jack Fischer Park! Spectacular commute location with easy access to San Tomas Expressway, Lawrence Expressway, Highway 85 & Highway 880! Walking distance to all three top schools! Wow!

Activity for Peggy Ave

6,732 Views

283 Favorites

36 X-Outs

4 Redfin Tours

- Campbell city still sells unit with unpermitted ADU's and are sold in less than 2 weeks in the market (March 2020)
 - Above 6000 interested parties
- The issue is bigger !
- 309 Redding rd is not one of a case

Activity for Peggy Ave

6,732 Views	283 Favorites	36 X-Outs	4 Redfin Tours
-------------	---------------	-----------	----------------

Expenses so far (2018-2020) :

- We have been diligent with the City of Campbell requests and spend around \$15000.00 so far, without a single nail or a single patch of paint put into the property.
 - Architectural drawing cost - \$5500.00
 - Sewer permit - \$1800.00 (+ paying sewer bill for the ADU +\$35/month for last 2 years)
 - Design review & Campbell city fees - \$2249.20
 - Variance fees - \$4800.00
 - =====
 - **TOTAL = \$14349.20**

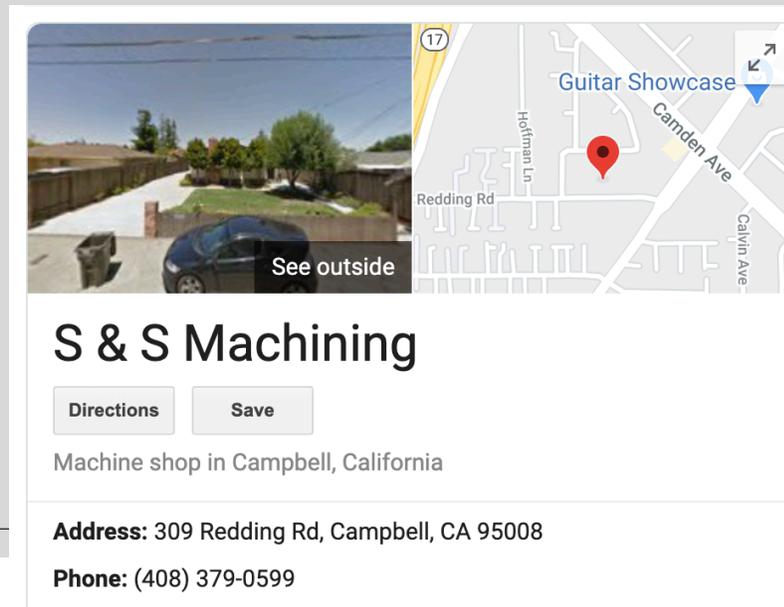
Construction cost to add the wall => ~\$50,000 + misc city fees

Closing remarks..

- As city residents, we have been proactive and have responded to every request from the city during the code enforcement process
- The ADU in question is not weird; been there for 35+ years; does not violate any building or safety code.
- The land falls under 0.165% - this number demonstrates the irregularity among other factors
- The intent of the California state laws- SB-1226, SB-13, AB68 is promoting ADU's; the variance is along the lines of the state's vision towards legalizing existing ADU's
 - Does 309 ADU, which meets all but one criteria, needs to change for 3feet 2inches?
 - The 20 feet garage + 4 feet of the ADU will still hug the fence at 10inches - what is the vision here?
- The city office & commission accepts that the issue of illegal ADU's exists in our city - what's the city's plan to address this issue? If you don't help a building which is Ok with all building code aspect, what hope others have to feel welcomed into this process for conforming their illegal units ?
- Irrespective of the outcome, we thank the city office for their prompt replies (even at off-office hours) & the commission for showing interest in this case and trying to work on an amicable solution.

Comments from previous session:

- Commissioner - Added that the proposed removal of three feet of an existing wall of this ADU is not very environmentally friendly path of conforming this structure. That should be considered.
- Commissioner questioned how anyone can factually say that this living unit was created in steps from a workshop.
 - >> [reply] In Google and Yellow pages it mentions as a S&S Machine shop under the ownership of a previous owner Mr Joseph Socha. This is a registered business in 1980's
- Commissioner - there are way too many crazy units out there
 - >> [reply] The ADU in question is not weird neither violates any building or safety code. What's the city's plan to address this issue of ADU's that the commission accepts, exists in our city. If you don't help a building which is Ok with all building code aspect, what hope others have to feel welcomed into this process of conforming their illegal units ?

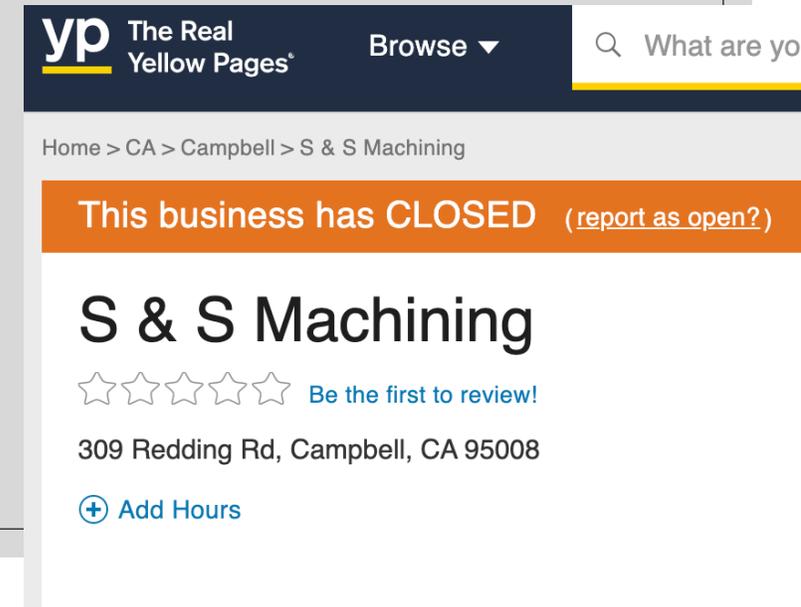


S & S Machining

Machine shop in Campbell, California

Address: 309 Redding Rd, Campbell, CA 95008

Phone: (408) 379-0599



yp The Real Yellow Pages® Browse ▾

Home > CA > Campbell > S & S Machining

This business has CLOSED ([report as open?](#))

S & S Machining

☆☆☆☆☆ Be the first to review!

309 Redding Rd, Campbell, CA 95008

[+ Add Hours](#)

BACKUP



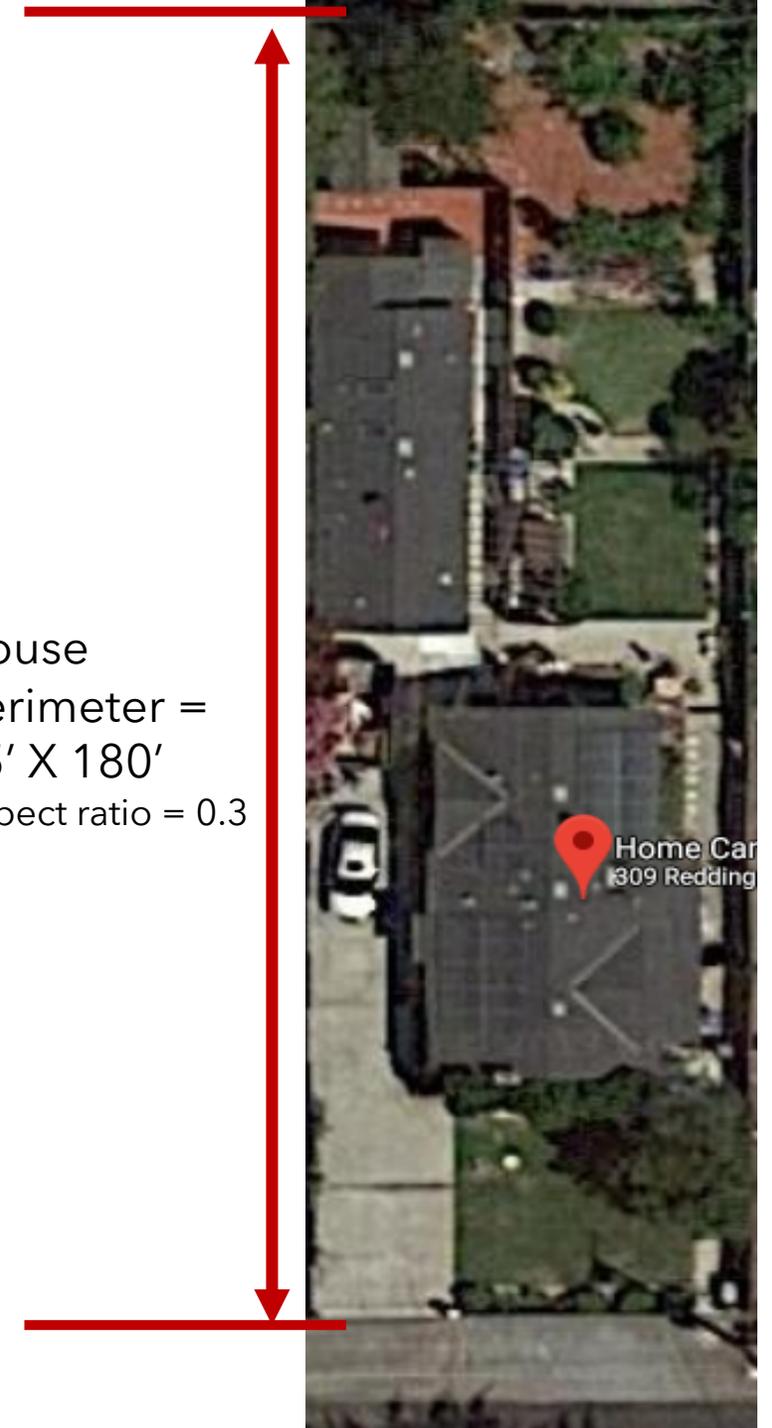
The in-laws unit -

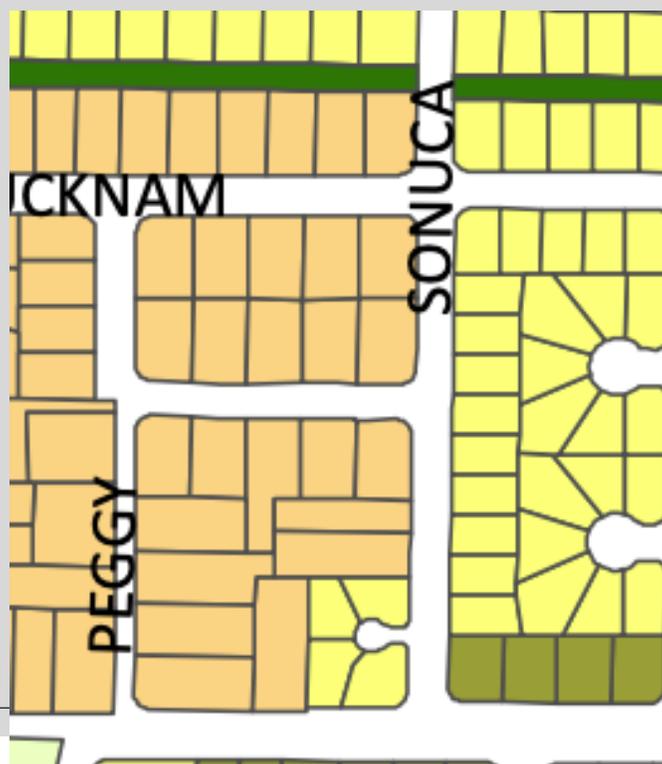
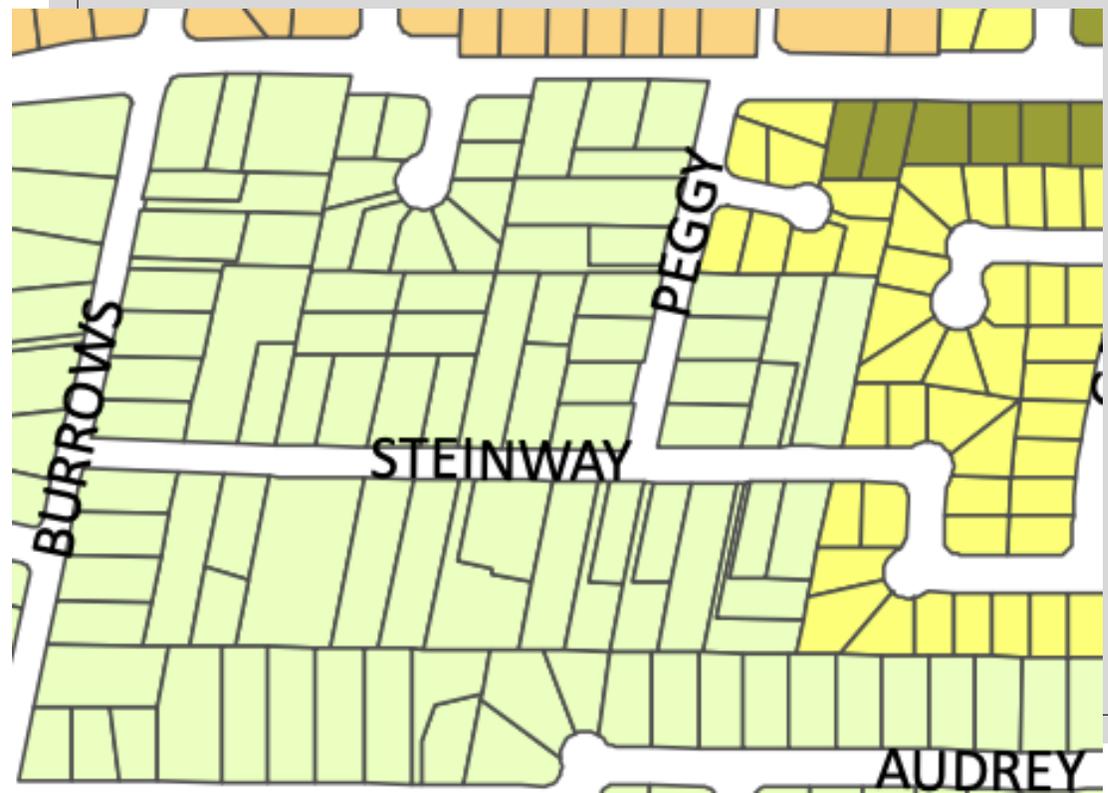
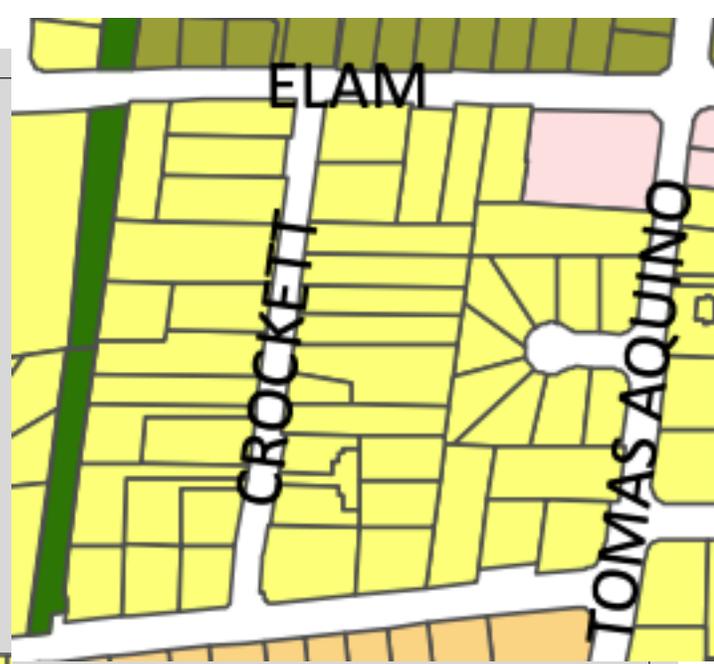
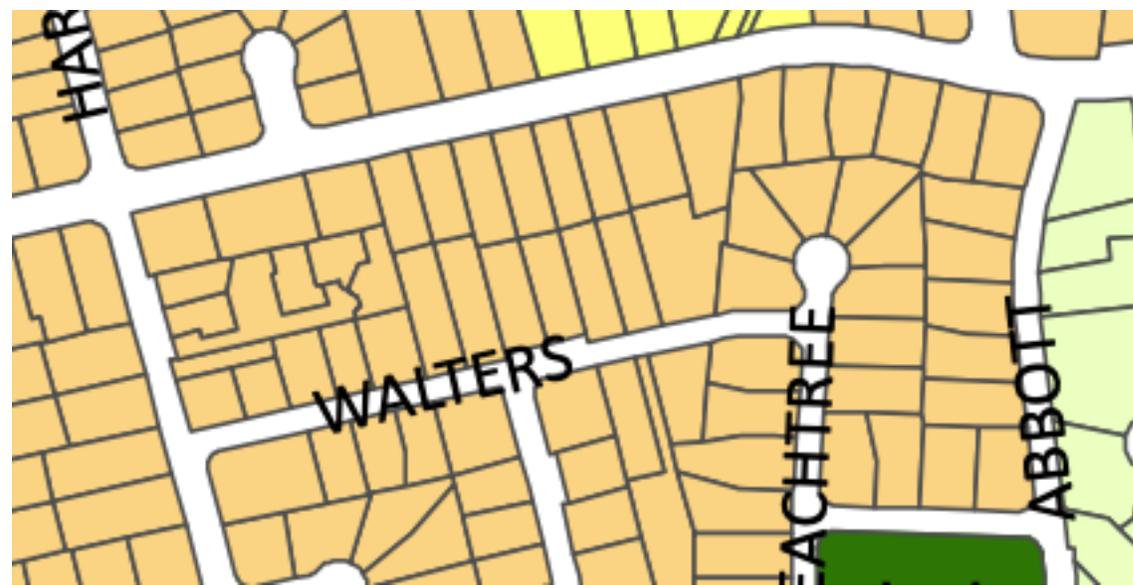
- The unit is well build
- Safe to stay
- The in-laws matches to the main unit in build and quality
- Desired changes
 - Demo wall - will cost ~\$125,000
 - Adding Wall - will cost \$40,000-\$50,000
- Main house is small(1215 sq feet).
 - In-Laws used by -
 - visiting family & friends
 - Kids B'day's & festivals

Variance request

- Google Earth picture shows the setback issue for the garage conversion/extension
- 24 feet Garage is now 20 feet; rest is added into the in-laws unit
- The width of lot = 55' (standard lot size = 60')
 - Narrow strip of land
- Clearance from the right = >25 feet
- Clearance from the back = >20 feet
- Clearance with main unit = 10 feet
- Safety/Inspection cleared by - Fire, Sewer, Building department
- Left setback = 10" (approx. ~1 feet) !
 - Variance request for 3'2" (based on new ordinance of 4' setback)

House
perimeter =
55' X 180'
Aspect ratio = 0.3





Bigger Safety and Health issues

Front of the house

- Water accumulates in excess of weeks
- Mosquito larva
- Kids & city joggers trips over
- Neighbor has raised this issue in city office



View of the Redding neighborhood



Pedestrians has to take
the streets and share
road with vehicles

THANK YOU!



RECEIPT FOR DISCLOSURE DOCS & REPORTS

PROPERTY ADDRESS: 309 REDDING ROAD, CAMPBELL CA 95008

Attached please find the following reports and disclosures compiled as of 6/19/2015. If you intend to present an offer on this property, please make sure you have the most current version of the disclosure packet. Listing agent has not verified any of the information contained in documents which were prepared by others. Buyers need to satisfy themselves as to all issues discussed in these documents.

<input checked="" type="checkbox"/>	0. GUIDELINES FOR MAKING AN OFFER & SUMMARY OF OFFER	2 pages
<input checked="" type="checkbox"/>	1. SELLER DISCLOSURES & SIGNATURE PAGES	52 total pages
<input checked="" type="checkbox"/>	Receipt for Disclosure Documents and Reports.....	1 page
<input checked="" type="checkbox"/>	"As-Is" addendum (RAIA).....	1 page
<input checked="" type="checkbox"/>	Real estate transfer disclosure statement (car-TDS) <input type="checkbox"/> Addendum to TDS	3 pages
<input checked="" type="checkbox"/>	Supplemental seller's checklist (car-SPQ) <input type="checkbox"/> Addendum to SPQ.....	4 pages
<input checked="" type="checkbox"/>	Lead-based paint & lead-based paint hazards disclosure (car-FLD).....	2 page
<input checked="" type="checkbox"/>	Statutory natural hazards disclosure statement	1 page
<input checked="" type="checkbox"/>	Residential earthquake hazards report	1 page
<input checked="" type="checkbox"/>	Agent visual inspection disclosure (car-AVID)	3 pages
<input checked="" type="checkbox"/>	Disclosure regarding RE agency relationships (car-AD).....	2 pages
<input checked="" type="checkbox"/>	Market conditions advisory (car-MCA)	2 pages
<input checked="" type="checkbox"/>	Statewide buyer & seller advisory (car-SBSA).....	12 pages
<input checked="" type="checkbox"/>	San Mateo/Santa Clara counties advisory (RSMSCA)	14 pages
<input checked="" type="checkbox"/>	Buyer's inspection advisory (car-BIA).....	1 page
<input checked="" type="checkbox"/>	Carbon monoxide detector notice (car-CMD).....	1 page
<input checked="" type="checkbox"/>	Water heater & smoke detector statement of compliance (car-WHSD).....	1 page
<input checked="" type="checkbox"/>	Checklist of items included/excluded from the sale.....	1 page
<input checked="" type="checkbox"/>	Disclosure obligations	2 pages
<input checked="" type="checkbox"/>	Foreign investment in real property tax act (FIRPTA) advisory	2 pages
<input checked="" type="checkbox"/>	Acknowledgement of receipt of booklets	1 page
<input checked="" type="checkbox"/>	Preliminary title report signature page(s).....	1 page(s)
<input checked="" type="checkbox"/>	Permit history report signature page.....	1 page
<input checked="" type="checkbox"/>	Natural hazards report signature page(s).....	1 page(s)
<input checked="" type="checkbox"/>	Property inspection report signature page(s)	1 page(s)
<input checked="" type="checkbox"/>	Termite inspection report signature page(s).....	1 page(s)
<input checked="" type="checkbox"/>	Roof inspection report signature page(s)	1 page(s)
<input type="checkbox"/>	Foundation inspection report signature page.....	1 page
<input type="checkbox"/>	_____ inspection report signature page(s).....	page(s)
<input checked="" type="checkbox"/>	Misc. signature page(s)	1 page(s)
<input type="checkbox"/>	HOA documentation signature page.....	1 page
<input checked="" type="checkbox"/>	Insurance claims history report	1 page
<input checked="" type="checkbox"/>	Property profile	1 page
<input checked="" type="checkbox"/>	MLS printout.....	2 pages
<input checked="" type="checkbox"/>	2. PRELIMINARY TITLE REPORT (by <u>Fidelity National Title</u> dated <u>6/1/2015</u>).....	41 pages
<input type="checkbox"/>	PRELIMINARY TITLE REPORT (by _____ dated _____).....	pages
<input checked="" type="checkbox"/>	3. PERMIT HISTORY REPORT.....	4 pages
<input checked="" type="checkbox"/>	4. NATURAL HAZARDS REPORT (by <u>Disclosure Source</u> dated <u>6/15/2015</u>)	38 pages
<input checked="" type="checkbox"/>	5. PROPERTY INSPECTION REPORT (by <u>Homeguard</u> dated <u>6/11/2015</u>)	27 pages
<input type="checkbox"/>	PROPERTY INSPECTION REPORT (by _____ dated _____)	pages
<input checked="" type="checkbox"/>	6. TERMITE INSPECTION REPORT (by <u>Homeguard</u> dated <u>6/11/2015</u>)	10 pages
<input type="checkbox"/>	TERMITE INSPECTION REPORT (by _____ dated _____)	pages
<input checked="" type="checkbox"/>	7. ROOF INSPECTION REPORT (by <u>Homeguard</u> dated <u>6/11/2015</u>)	7 pages
<input type="checkbox"/>	ROOF INSPECTION REPORT (by _____ dated _____)	pages
<input type="checkbox"/>	FOUNDATION INSPECTION REPORT (by _____ dated _____)	pages
<input type="checkbox"/>	_____ INSPECTION REPORT (by _____ dated _____)	pages
<input type="checkbox"/>	8. MISC (<u>Property info from Santa Clara County Assesors Office</u>).....	4 pages
<input type="checkbox"/>	MISC (_____).....	pages
<input type="checkbox"/>	MISC (_____).....	pages
<input type="checkbox"/>	HOA DOCUMENTATION	pages
<input checked="" type="checkbox"/>	9. INSURANCE CLAIMS HISTORY REPORT.....	1 page
<input checked="" type="checkbox"/>	10. BOOKLETS	124 pages

Parties interested in the purchase of this property acknowledge:
I/we have received, read and understand all the reports and disclosures listed above prior to submitting this offer.

Date: _____ Buyer: _____ Buyer: _____



www.prdforms.com

PRDS® "AS-IS" ADDENDUM
Revision Date 10/05 Print Date 10/05



This **"AS-IS"** Addendum is entered into between _____ ("**Buyer**") and those Sellers ("**Seller**") who are parties to that Real Estate Purchase Contract ("**Contract**"), dated _____, relating to 309 Redding Rd. Campbell CA 95008 ("**Property**").

1. In further consideration of the price and terms of sale of the Property, it is agreed that **Buyer is purchasing the Property in its present (i.e., as of time of Acceptance of the Contract), "AS-IS" condition, and without warranty from Seller.**

2. This **"AS-IS"** Addendum supersedes and renders without force or effect:

(a) any provision in the Contract that would have otherwise made Seller responsible for inspections, certifications or work relating to structural pest control issues affecting the Property, and

(b) any provision (e.g., "maintenance clause") under which Seller would have specifically warranted that certain designated components, systems, appliances and/or other enumerated features of the Property shall be operative, in working order, or free from damage or defect at Close of Escrow.

(NOTE: The "AS-IS" nature of this addendum does require, however, that the Property and all its components, appliances and systems, including landscaping, be delivered at Close of Escrow in no less than the same general condition as at time of Acceptance, unless otherwise agreed in writing. Accordingly, Seller is advised to consider obtaining a "Seller's Coverage" home warranty to cover various aspects of the Property during pre-Close of Escrow time frames.)

3. Seller acknowledges the obligation of furnishing to Buyer all reasonably available reports and other information (of which Seller is reasonably aware) bearing on value and desirability of the Property *and*, unless the transaction is exempt, of furnishing to Buyer a completed Transfer Disclosure Statement ("**TDS**") and a completed PRDS Supplemental Seller Checklist. This means that even personal representatives of decedents' estates, as well as other TDS-exempt sellers, have a common law obligation to disclose information (of which they are aware) negatively bearing on value and desirability of the Property.

4. Buyer retains full rights to secure (and acknowledges the importance of and takes responsibility for securing) full and comprehensive inspections of the Property by competent contractors, inspectors and other qualified professionals, and shall retain all contingency rights (including property condition contingency rights) provided for in the Contract.

5. Seller shall comply with smoke detector, water heater and all other government-mandated "point-of-sale" seller requirements. Seller shall remove all personal property and debris from the Property prior to Close of Escrow, unless otherwise agreed in writing.

6. Buyer and Seller agree and affirm that there are NO EXCEPTIONS made to this **"AS-IS"** Addendum or, if checked here , EXCEPTIONS AS FOLLOWS:

Date: _____ **Date:** 6/13/2015

Buyer: _____ **Seller:** _____
DocuSigned by: *Ryan ... Boston*
441B0C2453BE4B9...

Buyer: _____ **Seller:** _____





THIS DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY SITUATED IN THE CITY OF Campbell, COUNTY OF Santa Clara, STATE OF CALIFORNIA, DESCRIBED AS 309 Redding Rd. THIS STATEMENT IS A DISCLOSURE OF THE CONDITION OF THE ABOVE DESCRIBED PROPERTY IN COMPLIANCE WITH SECTION 1102 OF THE CIVIL CODE AS OF (date) June 9, 2015. IT IS NOT A WARRANTY OF ANY KIND BY THE SELLER(S) OR ANY AGENT(S) REPRESENTING ANY PRINCIPAL(S) IN THIS TRANSACTION, AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE PRINCIPAL(S) MAY WISH TO OBTAIN.

I. COORDINATION WITH OTHER DISCLOSURE FORMS

This Real Estate Transfer Disclosure Statement is made pursuant to Section 1102 of the Civil Code. Other statutes require disclosures, depending upon the details of the particular real estate transaction (for example: special study zone and purchase-money liens on residential property).

Substituted Disclosures: The following disclosures and other disclosures required by law, including the Natural Hazard Disclosure Report/Statement that may include airport annoyances, earthquake, fire, flood, or special assessment information, have or will be made in connection with this real estate transfer, and are intended to satisfy the disclosure obligations on this form, where the subject matter is the same:

- Inspection reports completed pursuant to the contract of sale or receipt for deposit.
- Additional inspection reports or disclosures:

II. SELLER'S INFORMATION

The Seller discloses the following information with the knowledge that even though this is not a warranty, prospective Buyers may rely on this information in deciding whether and on what terms to purchase the subject property. Seller hereby authorizes any agent(s) representing any principal(s) in this transaction to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER(S) AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

Seller is is not occupying the Home.

A. The subject property has the items checked below: *

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Range | <input type="checkbox"/> Wall/Window Air Conditioning | <input type="checkbox"/> Pool: |
| <input checked="" type="checkbox"/> Oven | <input checked="" type="checkbox"/> Sprinklers | <input type="checkbox"/> Child Resistant Barrier |
| <input type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Public Sewer System | <input type="checkbox"/> Pool/Spa Heater: |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Septic Tank | <input type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input type="checkbox"/> Trash Compactor | <input type="checkbox"/> Sump Pump | <input checked="" type="checkbox"/> Water Heater: |
| <input checked="" type="checkbox"/> Garbage Disposal | <input type="checkbox"/> Water Softener | <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Solar <input type="checkbox"/> Electric |
| <input checked="" type="checkbox"/> Washer/Dryer Hookups | <input type="checkbox"/> Patio/Decking | <input checked="" type="checkbox"/> Water Supply: |
| <input checked="" type="checkbox"/> Rain Gutters | <input type="checkbox"/> Built-in Barbecue | <input checked="" type="checkbox"/> City <input type="checkbox"/> Well |
| <input type="checkbox"/> Burglar Alarms | <input type="checkbox"/> Gazebo | <input type="checkbox"/> Private Utility or Other _____ |
| <input checked="" type="checkbox"/> Carbon Monoxide Device(s) | <input type="checkbox"/> Security Gate(s) | <input checked="" type="checkbox"/> Gas Supply: |
| <input checked="" type="checkbox"/> Smoke Detector(s) | <input checked="" type="checkbox"/> Garage: | <input checked="" type="checkbox"/> Utility <input type="checkbox"/> Bottled (Tank) |
| <input type="checkbox"/> Fire Alarm | <input type="checkbox"/> Attached <input checked="" type="checkbox"/> Not Attached | <input checked="" type="checkbox"/> Window Screens |
| <input type="checkbox"/> TV Antenna | <input type="checkbox"/> Carport | <input type="checkbox"/> Window Security Bars |
| <input type="checkbox"/> Satellite Dish | <input checked="" type="checkbox"/> Automatic Garage Door Opener(s) | <input type="checkbox"/> Quick Release Mechanism on Bedroom Windows |
| <input type="checkbox"/> Intercom | <input checked="" type="checkbox"/> Number Remote Controls <u>2</u> | <input checked="" type="checkbox"/> Water-Conserving Plumbing Fixtures |
| <input checked="" type="checkbox"/> Central Heating | <input type="checkbox"/> Sauna | |
| <input checked="" type="checkbox"/> Central Air Conditioning <i>IN MAIN HOUSE</i> | <input type="checkbox"/> Hot Tub/Spa: | |
| <input type="checkbox"/> Evaporator Cooler(s) | <input type="checkbox"/> Locking Safety Cover | |
- Exhaust Fan(s) in _____ 220 Volt Wiring in _____ Fireplace(s) in _____
 Gas Starter _____ Roof(s): Type: _____ Age: _____ (approx.)
 Other: _____

Are there, to the best of your (Seller's) knowledge, any of the above that are not in operating condition? Yes No. If yes, then describe. (Attach additional sheets if necessary):

(*see note on page 2)

Buyer's Initials (_____) (_____)

Seller's Initials (BR) (_____)



B. Are you (Seller) aware of any significant defects/malfunctions in any of the following? Yes No. If yes, check appropriate space(s) below.

- Interior Walls Ceilings Floors Exterior Walls Insulation Roof(s) Windows Doors Foundation Slab(s)
 Driveways Sidewalks Walls/Fences Electrical Systems Plumbing/Sewers/Septics Other Structural Components

(Describe: _____)

If any of the above is checked, explain. (Attach additional sheets if necessary.):

*Installation of a listed appliance, device, or amenity is not a precondition of sale or transfer of the dwelling. The carbon monoxide device, garage door opener, or child-resistant pool barrier may not be in compliance with the safety standards relating to, respectively, carbon monoxide device standards of Chapter 8 (commencing with Section 13260) of Part 2 of Division 12 of, automatic reversing device standards of Chapter 12.5 (commencing with Section 19890) of Part 3 of Division 13 of, or the pool safety standards of Article 2.5 (commencing with Section 115920) of Chapter 5 of Part 10 of Division 104 of, the Health and Safety Code. Window security bars may not have quick-release mechanisms in compliance with the 1995 edition of the California Building Standards Code. Section 1101.4 of the Civil Code requires all single-family residences built on or before January 1, 1994, to be equipped with water-conserving plumbing fixtures after January 1, 2017. Additionally, on and after January 1, 2014, a single-family residence built on or before January 1, 1994, that is altered or improved is required to be equipped with water-conserving plumbing fixtures as a condition of final approval. Fixtures in this dwelling may not comply with section 1101.4 of the Civil Code.

C. Are you (Seller) aware of any the following:

1. Substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel or chemical storage tanks, and contaminated soil or water on the subject property Yes No
2. Features of the property shared in common with adjoining landowners, such as walls, fences, and driveways, whose use or responsibility for maintenance may have an effect on the subject property Yes No
3. Any encroachments, easements or similar matters that may affect your interest in the subject property Yes No
4. Room additions, structural modifications, or other alterations or repairs made without necessary permits. Yes No
5. Room additions, structural modifications, or other alterations or repairs not in compliance with building codes ... Yes No
6. Fill (compacted or otherwise) on the property or any portion thereof Yes No
7. Any settling from any cause, or slippage, sliding, or other soil problems Yes No
8. Flooding, drainage or grading problems Yes No
9. Major damage to the property or any of the structures from fire, earthquake, floods, or landslides Yes No
10. Any zoning violations, nonconforming uses, violations of "setback" requirements Yes No
11. Neighborhood noise problems or other nuisances Yes No
12. CC&R's or other deed restrictions or obligations Yes No
13. Homeowners' Association which has any authority over the subject property Yes No
14. Any "common area" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No
15. Any notices of abatement or citations against the property Yes No
16. Any lawsuits by or against the Seller threatening to or affecting this real property, claims for damages by the Seller pursuant to Section 910 or 914 threatening to or affecting this real property, claims for breach of warranty pursuant to Section 900 threatening to or affecting this real property, or claims for breach of an enhanced protection agreement pursuant to Section 903 threatening to or affecting this real property, including any lawsuits or claims for damages pursuant to Section 910 or 914 alleging a defect or deficiency in this real property or "common areas" (facilities such as pools, tennis courts, walkways, or other areas co-owned in undivided interest with others) Yes No

If the answer to any of these is yes, explain. (Attach additional sheets if necessary.):

*Add 4. BATH & KITCHEN REMODELS
 Add 10. GARAGE IS CLOSER TO PROPERTY LINE THEN IT SHOULD BE*

- D. 1.** The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 13113.8 of the Health and Safety Code by having operable smoke detector(s) which are approved, listed, and installed in accordance with the State Fire Marshal's regulations and applicable local standards.
- 2.** The Seller certifies that the property, as of the close of escrow, will be in compliance with Section 19211 of the Health and Safety Code by having the water heater tank(s) braced, anchored, or strapped in place in accordance with applicable law.

Buyer's Initials (_____) (_____)

Seller's Initials (BR) (_____)

TDS REVISED 4/14 (PAGE 2 OF 3)

Reviewed by _____ Date _____

REAL ESTATE TRANSFER DISCLOSURE STATEMENT (TDS PAGE 2 OF 3)



Property Address: 309 Redding Rd Campbell CA 95008 Date: 06/09/2015
Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date signed by the Seller.
Seller [Signature] Date 6/9/15
Seller _____ Date _____

III. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the Seller is represented by an agent in this transaction.)

THE UNDERSIGNED, BASED ON THE ABOVE INQUIRY OF THE SELLER(S) AS TO THE CONDITION OF THE PROPERTY AND BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY IN CONJUNCTION WITH THAT INQUIRY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items:

Agent (Broker Representing Seller) Menlo Atherton Realty By [Signature: Todd Beardsley] Date 6/19/2015
DocuSigned by: Todd Beardsley 0F0CBD87818F4B9...

IV. AGENT'S INSPECTION DISCLOSURE

(To be completed only if the agent who has obtained the offer is other than the agent above.)

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

- See attached Agent Visual Inspection Disclosure (AVID Form)
- Agent notes no items for disclosure.
- Agent notes the following items: _____

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

V. BUYER(S) AND SELLER(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR INSPECTIONS OF THE PROPERTY AND TO PROVIDE FOR APPROPRIATE PROVISIONS IN A CONTRACT BETWEEN BUYER AND SELLER(S) WITH RESPECT TO ANY ADVICE/INSPECTIONS/DEFECTS.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.

Seller [Signature] Date 6/19/2015 Buyer _____ Date _____
441B0C2453BE4B9...

Agent (Broker Representing Seller) Menlo Atherton Realty By [Signature: Todd Beardsley] Date 6/19/2015
DocuSigned by: Todd Beardsley 0F0CBD87818F4B9...

Agent (Broker Obtaining the Offer) _____ (Please Print) By _____ (Associate Licensee or Broker Signature) Date _____

SECTION 1102.3 OF THE CIVIL CODE PROVIDES A BUYER WITH THE RIGHT TO RESCIND A PURCHASE CONTRACT FOR AT LEAST THREE DAYS AFTER THE DELIVERY OF THIS DISCLOSURE IF DELIVERY OCCURS AFTER THE SIGNING OF AN OFFER TO PURCHASE. IF YOU WISH TO RESCIND THE CONTRACT, YOU MUST ACT WITHIN THE PRESCRIBED PERIOD.

A REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

©1991 -2014, California Association of REALTORS®, Inc. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

R E S C Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020



Reviewed by _____ Date _____



SELLER PROPERTY QUESTIONNAIRE
(C.A.R. Form SPQ, Revised 11/13)

This form is not a substitute for the Real Estate Transfer Disclosure Statement (TDS). It is used by the Seller to provide additional information when a TDS is completed or when no TDS is required.

I. Seller makes the following disclosures with regard to the real property or manufactured home described as 309 Redding Rd, Assessor's Parcel No. 414-33-009, situated in Campbell, County of Alameda California ("Property").

II. The following are representations made by the Seller. Unless otherwise specified in writing, Broker and any real estate licensee or other person working with or through Broker has not verified information provided by Seller. A real estate broker is qualified to advise on real estate transactions. If Seller or Buyer desires legal advice, they should consult an attorney.

III. Note to Seller: PURPOSE: To tell the Buyer about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Answer based on actual knowledge and recollection at this time.
Something that you do not consider material or significant may be perceived differently by a Buyer.
Think about what you would want to know if you were buying the Property today.
Read the questions carefully and take your time.
If you do not understand how to answer a question, or what to disclose or how to make a disclosure in response to a question, whether on this form or a TDS, you should consult a real estate attorney in California of your choosing.

IV. Note to Buyer: PURPOSE: To give you more information about known material or significant items affecting the value or desirability of the Property and help to eliminate misunderstandings about the condition of the Property.

- Something that may be material or significant to you may not be perceived the same way by the Seller.
If something is important to you, be sure to put your concerns and questions in writing (C.A.R. form BMI).
Sellers can only disclose what they actually know. Seller may not know about all material or significant items.
Seller's disclosures are not a substitute for your own investigations, personal judgments or common sense.

V. SELLER AWARENESS: For each statement below, answer the question "Are you (Seller) aware of..." by checking either "Yes" or "No." Provide explanations to answers in the space provided or attach additional comments and check section VI.

A. STATUTORILY OR CONTRACTUALLY REQUIRED OR RELATED: ARE YOU (SELLER) AWARE OF...

- 1. Within the last 3 years, the death of an occupant of the Property upon the Property
2. An Order from a government health official identifying the Property as being contaminated by methamphetamine.
3. The release of an illegal controlled substance on or beneath the Property
4. Whether the Property is located in or adjacent to an "industrial use" zone
5. Whether the Property is affected by a nuisance created by an "industrial use" zone.
6. Whether the Property is located within 1 mile of a former federal or state ordnance location.
7. Whether the Property is a condominium or located in a planned unit development or other common interest subdivision.
8. Insurance claims affecting the Property within the past 5 years
9. Matters affecting title of the Property
10. Material facts or defects affecting the Property not otherwise disclosed to Buyer

B. REPAIRS AND ALTERATIONS: ARE YOU (SELLER) AWARE OF...

- 1. Any alterations, modifications, remodeling, replacements or material repairs on the Property (including those resulting from Home Warranty claims)
2. Ongoing or recurring maintenance on the Property (for example, drain or sewer clean-out, tree or pest control service)

Buyer's Initials () ()

Seller's Initials (BR) ()

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 2005-2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

Reviewed by _____ Date _____



Property Address: 309 Redding Rd Campbell Date: 06/09/2015

- 3. Any part of the Property being painted within the past 12 months. Yes No
- 4. If this is a pre-1978 Property, were any renovations (i.e., sanding, cutting, demolition) of lead-based paint surfaces completed in compliance with the Environmental Protection Agency Lead-Based Paint Renovation Rule. Yes No

Explanation:

C. STRUCTURAL, SYSTEMS AND APPLIANCES: **ARE YOU (SELLER) AWARE OF...**

- 1. Defects in any of the following, (including past defects that have been repaired): heating, air conditioning, electrical, plumbing (including the presence of polybutylene pipes), water, sewer, waste disposal or septic system, sump pumps, well, roof, gutters, chimney, fireplace, foundation, crawl space, attic, soil, grading, drainage, retaining walls, interior or exterior doors, windows, walls, ceilings, floors or appliances Yes No
- 2. The leasing of any of the following on or serving the Property: solar system, water softener system, water purifier system, alarm system, or propane tank (s) Yes No
- 3. An alternative septic system on or serving the Property. Yes No

Explanation:

D. DISASTER RELIEF, INSURANCE OR CIVIL SETTLEMENT: **ARE YOU (SELLER) AWARE OF...**

- 1. Financial relief or assistance, insurance or settlement, sought or received, from any federal, state, local or private agency, insurer or private party, by past or present owners of the Property, due to any actual or alleged damage to the Property arising from a flood, earthquake, fire, other disaster, or occurrence or defect, whether or not any money received was actually used to make repairs Yes No

Explanation:

E. WATER-RELATED AND MOLD ISSUES: **ARE YOU (SELLER) AWARE OF...**

- 1. Water intrusion into any part of any physical structure on the Property; leaks from or in any appliance, pipe, slab or roof; standing water, drainage, flooding, underground water, moisture, water-related soil settling or slippage, on or affecting the Property Yes No
- 2. Any problem with or infestation of mold, mildew, fungus or spores, past or present, on or Affecting the Property Yes No
- 3. Rivers, streams, flood channels, underground springs, high water table, floods, or tides, on or affecting the Property or neighborhood Yes No

Explanation:

F. PETS, ANIMALS AND PESTS: **ARE YOU (SELLER) AWARE OF...**

- 1. Pets on or in the Property Yes No
 - 2. Problems with livestock, wildlife, insects or pests on or in the Property Yes No
 - 3. Past or present odors, urine, feces, discoloration, stains, spots or damage in the Property, due to any of the above Yes No
 - 4. Past or present treatment or eradication of pests or odors, or repair of damage due to any of the above Yes No
- If so, when and by whom _____

Explanation:

G. BOUNDARIES, ACCESS AND PROPERTY USE BY OTHERS: **ARE YOU (SELLER) AWARE OF...**

- 1. Surveys, easements, encroachments or boundary disputes Yes No
- 2. Use or access to the Property, or any part of it, by anyone other than you, with or without permission, for any purpose, including but not limited to, using or maintaining roads, driveways or other forms of ingress or egress or other travel or drainage Yes No

Buyer's Initials (_____) (_____)

Seller's Initials (BK) (_____)

Copyright © 2005-2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

SPQ REVISED 11/13 (PAGE 2 OF 4)

Reviewed by _____ Date _____



3. Use of any neighboring property by you Yes No
Explanation:

H. LANDSCAPING, POOL AND SPA: **ARE YOU (SELLER) AWARE OF...**
1. Diseases or infestations affecting trees, plants or vegetation on or near the Property Yes No
2. Operational sprinklers on the Property Yes No
(a) If yes, are they automatic or manually operated.
(b) If yes, are there any areas with trees, plants or vegetation not covered by the sprinkler system Yes No
3. An operational pool heater on the Property Yes No
4. An operational spa heater on the Property Yes No
5. Past or present defects, leaks, cracks, repairs or other problems with the sprinklers, pool, spa, waterfall, pond, stream, drainage or other water-related decor including any ancillary equipment, including pumps, filters, heaters and cleaning systems, even if repaired Yes No

Explanation:

I. CONDOMINIUMS, COMMON INTEREST AND DEVELOPMENTS AND OTHER SUBDIVISIONS: **ARE YOU (SELLER) AWARE OF...**
1. Any pending or proposed dues increases, special assessments, rules changes, insurance availability issues, or litigation by or against or fines or violations issued by a Homeowner Association or Architectural Committee affecting the Property. Yes No
2. Any declaration of restrictions or Architectural Committee that has authority over improvements made on or to the property Yes No
3. Any improvements made on or to the property without the required approval of an Architectural Committee or inconsistent with any declaration of restrictions or Architectural Committee requirement. Yes No

Explanation:

J. TITLE, OWNERSHIP AND LEGAL CLAIMS: **ARE YOU (SELLER) AWARE OF...**
1. Any other person or entity on title other than Seller(s) signing this form Yes No
2. Leases, options or claims affecting or relating to title or use of the Property Yes No
3. Past, present, pending or threatened lawsuits, settlements, mediations, arbitrations, tax liens, mechanics' liens, notice of default, bankruptcy or other court filings, or government hearings affecting or relating to the Property, Homeowner Association or neighborhood Yes No
4. Any private transfer fees, triggered by a sale of the Property, in favor of private parties, charitable organizations, interest based groups or any other person or entity Yes No

Explanation:

K. NEIGHBORHOOD: **ARE YOU (SELLER) AWARE OF...**
1. Neighborhood noise, nuisance or other problems from sources such as, but not limited to, the following: neighbors, traffic, parking congestion, airplanes, trains, light rail, subway, trucks, freeways, buses, schools, parks, refuse storage or landfill processing, agricultural operations, business, odor, recreational facilities, restaurants, entertainment complexes or facilities, parades, sporting events, fairs, neighborhood parties, litter, construction, air conditioning equipment, air compressors, generators, pool equipment or appliances, underground gas pipelines, cell phone towers, high voltage transmission lines, or wildlife Yes No

Explanation:

Buyer's Initials (_____) (_____)

Seller's Initials (BR) (_____)

Reviewed by _____ Date _____



L. GOVERNMENTAL:

ARE YOU (SELLER) AWARE OF...

- 1. Ongoing or contemplated eminent domain, condemnation, annexation or change in zoning or general plan that applies to or could affect the Property Yes No
- 2. Existence or pendency of any rent control, occupancy restrictions, improvement restrictions or retrofit requirements that apply to or could affect the Property. Yes No
- 3. Existing or contemplated building or use moratoria that apply to or could affect the Property Yes No
- 4. Current or proposed bonds, assessments, or fees that do not appear on the Property tax bill that apply to or could affect the Property Yes No
- 5. Proposed construction, reconfiguration, or closure of nearby Government facilities or amenities such as schools, parks, roadways and traffic signals Yes No
- 6. Existing or proposed Government requirements affecting the Property (i) that tall grass, brush or other vegetation be cleared; (ii) that restrict tree (or other landscaping) planting, removal or cutting or (iii) that flammable materials be removed Yes No
- 7. Any protected habitat for plants, trees, animals or insects that apply to or could affect the Property Yes No
- 8. Whether the Property is historically designated or falls within an existing or proposed Historic District Yes No

Explanation:

M. OTHER:

ARE YOU (SELLER) AWARE OF...

- 1. Reports, inspections, disclosures, warranties, maintenance recommendations, estimates, studies, surveys or other documents, pertaining to (i) the condition or repair of the Property or any improvement on this Property in the past, now or proposed; or (ii) easements, encroachments or boundary disputes affecting the Property. Yes No
(If yes, provide any such documents in your possession to Buyer.)
- 2. Any occupant of the Property smoking on or in the Property. Yes No
- 3. Any past or present known material facts or other significant items affecting the value or desirability of the Property not otherwise disclosed to Buyer Yes No

Explanation:

VI. (IF CHECKED) **ADDITIONAL COMMENTS:** The attached addendum contains an explanation or additional comments in response to specific questions answered "yes" above. Refer to line and question number in explanation.

Seller represents that Seller has provided the answers and, if any, explanations and comments on this form and any attached addenda and that such information is true and correct to the best of Seller's knowledge as of the date signed by Seller. Seller acknowledges (i) Seller's obligation to disclose information requested by this form is independent from any duty of disclosure that a real estate licensee may have in this transaction; and (ii) nothing that any such real estate licensee does or says to Seller relieves Seller from his/her own duty of disclosure.

Seller *[Signature]* Date 6/9/15
Seller _____ Date _____

By signing below, Buyer acknowledges that Buyer has read, understands and has received a copy of this Seller Property Questionnaire form.

Buyer _____ Date _____
Buyer _____ Date _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

RENSC Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM For Pre-1978 Housing Sales, Leases, or Rentals (C.A.R. Form FLD, Revised 11/10)

The following terms and conditions are hereby incorporated in and made a part of the: [X] California Residential Purchase Agreement, [] Residential Lease or Month-to-Month Rental Agreement, or [] Other:

dated 6/13/2015, on property known as: 309 Redding Rd. Campbell CA 95008 ("Property") in which Ryczkowski, LLC is referred to as Buyer or Tenant and is referred to as Seller or Landlord.

LEAD WARNING STATEMENT (SALE OR PURCHASE) Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

LEAD WARNING STATEMENT (LEASE OR RENTAL) Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards.

1. SELLER'S OR LANDLORD'S DISCLOSURE

I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Buyer or Tenant:

I (we), previously or as an attachment to this addendum, have provided Buyer or Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

For Sales Transactions Only: Buyer has 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Seller or Landlord [Signature] Date 6/13/2015

Seller or Landlord Date

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1996-2010, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

Buyer's/Tenant's Initials () ()

Reviewed by Date



FLD REVISED 11/10 (PAGE 1 OF 2)

LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS DISCLOSURE (FLD PAGE 1 OF 2)

Property Address: 309 Redding Rd. Campbell CA 95008 Date 6/13/2015

2. LISTING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Menlo Atherton Realty

(Please Print) Agent (Broker representing Seller or Landlord)

DocuSigned by:
Todd Beardsley 6/13/2015
By _____ Associate-Licensee or Broker Signature Date
Todd Beardsley

3. BUYER'S OR TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety." **If delivery of any of the disclosures or pamphlet referenced in paragraph 1 above occurs after Acceptance of an offer to purchase, Buyer has a right to cancel pursuant to the purchase contract. If you wish to cancel, you must act within the prescribed period.**

For Sales Transactions Only: Buyer acknowledges the right for 10 days, unless otherwise agreed in the real estate purchase contract, to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; OR, (if checked) Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Buyer or Tenant Date Buyer or Tenant Date

4. COOPERATING AGENT'S ACKNOWLEDGMENT

Agent has informed Seller or Landlord, through the Listing Agent if the property is listed, of Seller's or Landlord's obligations under §42 U.S.C. 4852d and is aware of Agent's responsibility to ensure compliance.

I have reviewed the information above and certify, to the best of my knowledge, that the information provided is true and correct.

Agent (Broker obtaining the Offer) By _____ Associate-Licensee or Broker Signature Date

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

REBS Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





California Residential Disclosure Report

Property Address: 309 REDDING RD
CAMPBELL, CA 95008-6717
Parcel Number: 414-33-009

Date: 6/15/2015
Order Number: 150615-00488

NATURAL HAZARD DISCLOSURE STATEMENT

This statement applies to the following property: **309 REDDING RD, CAMPBELL, CA, 95008-6717 APN: 414-33-009**

The transferor and his or her agent(s) or a third-party consultant disclose the following information with the knowledge that even though this is not a warranty, prospective transferees may rely on this information in deciding whether and on what terms to purchase the subject property. Transferor hereby authorizes any agent(s) representing any principal(s) in this action to provide a copy of this statement to any person or entity in connection with any actual or anticipated sale of the property. The following are representations made by the transferor and his or her agent(s) based on their knowledge and maps drawn by the state and federal governments. This information is a disclosure and is not intended to be part of any contract between the transferee and transferor.

THIS REAL PROPERTY LIES WITHIN THE FOLLOWING HAZARDOUS AREA(S):

A SPECIAL FLOOD HAZARD AREA (Any type Zone "A" or "V") designated by the Federal Emergency Management Agency.
Yes _____ No X Do not know and information not available from local jurisdiction _____

AN AREA OF POTENTIAL FLOODING shown on a dam failure inundation map pursuant to Section 8589.5 of the Government Code.
Yes X No _____ Do not know and information not available from local jurisdiction _____

A VERY HIGH FIRE HAZARD SEVERITY ZONE pursuant to Section 51178 or 51179 of the Government Code. The owner of this property is subject to the maintenance requirements of Section 51182 of the Government Code.
Yes _____ No X

A WILDLAND AREA THAT MAY CONTAIN SUBSTANTIAL FOREST FIRE RISKS AND HAZARDS pursuant to Section 4125 of the Public Resources Code. The owner of this property is subject to the maintenance requirements of Section 4291 of the Public Resources Code. Additionally, it is not the state's responsibility to provide fire protection services to any building or structure located within the wildlands unless the Department of Forestry and Fire Protection has entered into a cooperative agreement with a local agency for those purposes pursuant to Section 4142 of the Public Resources Code.
Yes _____ No X

AN EARTHQUAKE FAULT ZONE pursuant to Section 2622 of the Public Resources Code.
Yes _____ No X

A SEISMIC HAZARD ZONE pursuant to Section 2696 of the Public Resources Code.
Yes (Landslide Zone) _____ Yes (Liquefaction Zone) _____ No X Map not yet released by state _____

THESE HAZARDS MAY LIMIT YOUR ABILITY TO DEVELOP THE REAL PROPERTY, TO OBTAIN INSURANCE, OR TO RECEIVE ASSISTANCE AFTER A DISASTER. THE MAPS ON WHICH THESE DISCLOSURES ARE BASED ESTIMATE WHERE NATURAL HAZARDS EXIST. THEY ARE NOT DEFINITIVE INDICATORS OF WHETHER OR NOT A PROPERTY WILL BE AFFECTED BY A NATURAL DISASTER. TRANSFEREE(S) AND TRANSFEROR(S) MAY WISH TO OBTAIN PROFESSIONAL ADVICE REGARDING THOSE HAZARDS AND OTHER HAZARDS THAT MAY AFFECT THE PROPERTY.

Signature of Transferor (Seller) [Signature] Date 6/19/2015

Signature of Transferor (Seller) [Signature] Date _____

Agent(s) Todd Beardsley Date 6/19/2015

Agent(s) [Signature] Date _____

Check only one of the following:

- Transferor(s) and their agent(s) represent that the information herein is true and correct to the best of their knowledge as of the date signed by the transferor(s) and agent(s).
- Transferor(s) and their agent(s) acknowledge that they have exercised good faith in the selection of a third-party report provider as required in Civil Code Section 1103.7, and that the representations made in this Natural Hazard Disclosure Statement are based upon information provided by the independent third-party disclosure provider as a substituted disclosure pursuant to Civil Code Section 1103.4. Neither transferor(s) nor their agent(s) (1) has independently verified the information contained in this statement and report or (2) is personally aware of any errors or inaccuracies in the information contained on the statement. This statement was prepared by the provider below:

Third-Party Disclosure Provider(s) **DISCLOSURE SOURCE** Date 6/15/2015

Transferee represents that he or she has read and understands this document. Pursuant to Civil Code Section 1103.8, the representations made in this Natural Hazard Disclosure Statement do not constitute all of the transferor's or agent's disclosure obligations in this transaction .

By signing below, the transferee(s), also acknowledge they have read and understand the additional disclosures, notices, advisories, and disclaimers provided in this report including, but not limited to, supplemental natural hazards, toxic mold, methamphetamine contaminated property, Megan's law, flood insurance, energy efficiency standards, commercial/industrial zoning, airport influence area and airport proximity, Williamson Act, right to farm, mining operations, gas and hazardous liquid transmission pipelines, military ordnance location, habitat sensitivity area /endangered species, oil and gas wells, naturally occurring asbestos, radon, additional local disclosures, tax information, Mello-Roos and 1915 special tax and assessments notice, tax summary, notice of your supplemental property tax bill, transfer fee, environmental hazards, and links to download Governmental Guides referred to in the Report (additional signatures may be required):

Signature of Transferee (Buyer) _____ Date _____

Signature of Transferee (Buyer) _____ Date _____

Residential Earthquake Hazards Report (2005 Edition)

NAME Ryczkowski LLC	ASSESSOR'S PARCEL NO. 414-33-009
STREET ADDRESS 309 Redding Rd	YEAR BUILT 1940-1950
CITY AND COUNTY Campbell, Santa Clara	ZIP CODE 95008

Answer these questions to the best of your knowledge. If you do not have actual knowledge as to whether the weakness exists, answer "Don't Know." If your house does not have the feature, answer "Doesn't Apply." The page numbers in the right-hand column indicate where in this guide you can find information on each of these features.

	Yes	No	Doesn't Apply	Don't Know
1. Is the water heater braced, strapped, or anchored to resist falling during an earthquake?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Is the house anchored or bolted to the foundation?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. If the house has cripple walls:				
• Are the exterior cripple walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
• If the exterior foundation consists of unconnected concrete piers and posts, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. If the exterior foundation, or part of it, is made of unreinforced masonry, has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. If the house is built on a hillside:				
• Are the exterior tall foundation walls braced?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Were the tall posts or columns either built to resist earthquakes or have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. If the exterior walls of the house, or part of them, are made of unreinforced masonry, have they been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. If the house has a living area over the garage, was the wall around the garage door opening either built to resist earthquakes or has it been strengthened?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Is the house outside an Alquist-Priolo Earthquake Fault Zone (zones immediately surrounding known earthquake faults)?				
9. Is the house outside a Seismic Hazard Zone (zone identified as susceptible to liquefaction or landsliding)?				

*To be reported on the
Natural Hazards Disclosure
Report*

If any of the questions are answered "No," the house is likely to have an earthquake weakness. Questions answered "Don't Know" may indicate a need for further evaluation. If you corrected one or more of these weaknesses, describe the work on a separate page.

As seller of the property described herein, I have answered the questions above to the best of my knowledge in an effort to disclose fully any potential earthquake weaknesses it may have.

EXECUTED BY

Ryczkowski Bogdan
(Seller)

(Seller)

5/9/15
Date

I acknowledge receipt of this form, completed and signed by the seller. I understand that if the seller has answered "No" to one or more questions, or if seller has indicated a lack of knowledge, there may be one or more earthquake weaknesses in this house.

(Buyer)

(Buyer)

Date



CALIFORNIA ASSOCIATION OF REALTORS®

AGENT VISUAL INSPECTION DISCLOSURE (CALIFORNIA CIVIL CODE § 2079 ET SEQ.)

For use by an agent when a transfer disclosure statement is required or when a seller is exempt from completing a TDS (C.A.R. Form AVID, Revised 11/07)

This inspection disclosure concerns the residential property situated in the City of Campbell, County of Santa Clara, State of California, described as 309 Redding Rd. Campbell CA 95008 ("Property").

California law requires, with limited exceptions, that a real estate broker or salesperson (collectively, "Agent") conduct a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of certain properties offered for sale and then disclose to the prospective purchaser material facts affecting the value or desirability of that property that the inspection reveals.

California law does not require the Agent to inspect the following:

- Areas that are not reasonably and normally accessible
• Areas off site of the property
• Public records or permits
• Common areas of planned developments, condominiums, stock cooperatives and the like.

Agent Inspection Limitations: Because the Agent's duty is limited to conducting a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of only the Property being offered for sale, there are several things that the Agent will not do.

Roof and Attic: Agent will not climb onto a roof or into an attic.

Interior: Agent will not move or look under or behind furniture, pictures, wall hangings or floor coverings. Agent will not look up chimneys or into cabinets, or open locked doors.

Exterior: Agent will not inspect beneath a house or other structure on the Property, climb up or down a hillside, move or look behind plants, bushes, shrubbery and other vegetation or fences, walls or other barriers.

Appliances and Systems: Agent will not operate appliances or systems (such as, but not limited to, electrical, plumbing, pool or spa, heating, cooling, septic, sprinkler, communication, entertainment, well or water) to determine their functionality.

Size of Property or Improvements: Agent will not measure square footage of lot or improvements, or identify or locate boundary lines, easements or encroachments.

Environmental Hazards: Agent will not determine if the Property has mold, asbestos, lead or lead-based paint, radon, formaldehyde or any other hazardous substance or analyze soil or geologic condition.

Off-Property Conditions: By statute, Agent is not obligated to pull permits or inspect public records. Agent will not guarantee views or zoning, identify proposed construction or development or changes or proximity to transportation, schools, or law enforcement.

Analysis of Agent Disclosures: For any items disclosed as a result of Agent's visual inspection, or by others, Agent will not provide an analysis of or determine the cause or source of the disclosed matter, nor determine the cost of any possible repair.

What this means to you: An Agent's inspection is not intended to take the place of any other type of inspection, nor is it a substitute for a full and complete disclosure by a seller. Regardless of what the Agent's inspection reveals, or what disclosures are made by sellers, California Law specifies that a buyer has a duty to exercise reasonable care to protect himself or herself. This duty encompasses facts which are known to or within the diligent attention and observation of the buyer. Therefore, in order to determine for themselves whether or not the Property meets their needs and intended uses, as well as the cost to remedy any disclosed or discovered defect, BUYER SHOULD: (1) REVIEW ANY DISCLOSURES OBTAINED FROM SELLER; (2) OBTAIN ADVICE ABOUT, AND INSPECTIONS OF, THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS; AND (3) REVIEW ANY FINDINGS OF THOSE PROFESSIONALS WITH THE PERSONS WHO PREPARED THEM. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 2007, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

Buyer's Initials () ()

Seller's Initials () ()

Reviewed by [Signature] Date



AVID REVISED 11/07 (PAGE 1 OF 3)

AGENT VISUAL INSPECTION DISCLOSURE (AVID PAGE 1 OF 3)

Agent: Todd Beardsley Phone: (650) 630 - 3313 Fax: (650) 473 - 0800 Prepared using WINForms® software
Broker: Menlo Atherton Realty PO Box 1141, Menlo Park, CA 94026

Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

Inspection Date/Time: 6/7/2015 Weather conditions: sunny & clear

Other persons present: _____

THE UNDERSIGNED, BASED ON A REASONABLY COMPETENT AND DILIGENT VISUAL INSPECTION OF THE REASONABLY AND NORMALLY ACCESSIBLE AREAS OF THE PROPERTY, STATES THE FOLLOWING:

Entry (excluding common areas): none

Living Room: none

Dining Room: none

Kitchen: none

Other Room: none

Hall/Stairs (excluding common areas): none

Bedroom # 1 : none

Bedroom # 2 : none

Bedroom # 3 : none

Bath # 1 : none

Bath # 2 : none

Bath # 3 : none

Other Room: _____

Buyer's Initials (ns)(_____)

Seller's Initials (BR)(_____)

Reviewed by _____ Date _____



Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

Other Room: _____

Other: _____

Other: _____

Other: _____

Garage/Parking (excluding common areas): none

Exterior Building and Yard - Front/Sides/Back: none

Other Observed or Known Conditions Not Specified Above: none

This disclosure is based on a reasonably competent and diligent visual inspection of reasonably and normally accessible areas of the Property on the date specified above.

Real Estate Broker (Firm who performed the Inspection) Menlo Atherton Realty

By Todd Beardsley (Signature of Associate Licensee or Broker) Date 6/13/2015
DocuSigned by: 0F0CDBD87818F4B9...

Reminder: Not all defects are observable by a real estate licensee conducting an inspection. The inspection does not include testing of any system or component. Real Estate Licensees are not home inspectors or contractors. BUYER SHOULD OBTAIN ADVICE ABOUT AND INSPECTIONS OF THE PROPERTY FROM OTHER APPROPRIATE PROFESSIONALS. IF BUYER FAILS TO DO SO, BUYER IS ACTING AGAINST THE ADVICE OF BROKER.

I/we acknowledge that I/we have read, understand and received a copy of this disclosure.

Date 6/13/2015 SELLER [Signature] Date _____ SELLER _____
DocuSigned by: 441B0C2453BE4B9...

Date _____ BUYER _____ Date _____ BUYER _____

Real Estate Broker (Firm Representing Seller) Menlo Atherton Realty Date 6/13/2015

By Todd Beardsley (Associate Licensee or Broker Signature)
DocuSigned by: 0F0CDBD87818F4B9...

Real Estate Broker (Firm Representing Buyer) _____ Date _____

By _____ (Associate Licensee or Broker Signature)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright ©2007, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





CALIFORNIA ASSOCIATION OF REALTORS®

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP

(Selling Firm to Buyer) (As required by the Civil Code) (C.A.R. Form AD, Revised 12/14)

(If checked) This form is being provided in connection with a transaction for a leasehold interest exceeding one year as per Civil Code section 2079.13(k) and (m).

When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

SELLER'S AGENT

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller: A Fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

BUYER'S AGENT

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller.

To the Buyer: A fiduciary duty of utmost care, integrity, honesty and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
(b) A duty of honest and fair dealing and good faith.
(c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

AGENT REPRESENTING BOTH SELLER AND BUYER

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
(b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction. This disclosure form includes the provisions of Sections 2079.13 to 2079.24, inclusive, of the Civil Code set forth on page 2. Read it carefully. I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE AND THE PORTIONS OF THE CIVIL CODE PRINTED ON THE BACK (OR A SEPARATE PAGE).

Buyer [X] Seller [] Landlord [] Tenant [] Date 6/13/2015

Buyer [] Seller [] Landlord [] Tenant [] Date []

Agent Menlo Atherton Realty BRE Lic. # 01795649

By Todd Beardsley Real Estate Broker (Firm) BRE Lic. # 01109812 Date 6/13/2015

Agency Disclosure Compliance (Civil Code §2079.14):
• When the listing brokerage company also represents Buyer/Tenant: The Listing Agent shall have one AD form signed by Seller/Landlord and a different AD form signed by Buyer/Tenant.
• When Seller/Landlord and Buyer/Tenant are represented by different brokerage companies: (i) the Listing Agent shall have one AD form signed by Seller/Landlord and (ii) the Buyer's/Tenant's Agent shall have one AD form signed by Buyer/Tenant and either that same or a different AD form presented to Seller/Landlord for signature prior to presentation of the offer.

Seller/Landlord Date Seller/Landlord Date

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2010, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

Reviewed by Date



CIVIL CODE SECTIONS 2079.24 (2079.16 APPEARS ON THE FRONT)

2079.13 As used in Sections 2079.14 to 2079.24, inclusive, the following terms have the following meanings: (a) "Agent" means a person acting under provisions of Title 9 (commencing with Section 2295) in a real property transaction, and includes a person who is licensed as a real estate broker under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code, and under whose license a listing is executed or an offer to purchase is obtained. (b) "Associate licensee" means a person who is licensed as a real estate broker or salesperson under Chapter 3 (commencing with Section 10130) of Part 1 of Division 4 of the Business and Professions Code and who is either licensed under a broker or has entered into a written contract with a broker to act as the broker's agent in connection with acts requiring a real estate license and to function under the broker's supervision in the capacity of an associate licensee. The agent in the real property transaction bears responsibility for his or her associate licensees who perform as agents of the agent. When an associate licensee owes a duty to any principal, or to any buyer or seller who is not a principal, in a real property transaction, that duty is equivalent to the duty owed to that party by the broker for whom the associate licensee functions. (c) "Buyer" means a transferee in a real property transaction, and includes a person who executes an offer to purchase real property from a seller through an agent, or who seeks the services of an agent in more than a casual, transitory, or preliminary manner, with the object of entering into a real property transaction. "Buyer" includes vendee or lessee. (d) "Commercial real property" means all real property in the state, except single-family residential real property, dwelling units made subject to Chapter 2 (commencing with Section 1940) of Title 5, mobilehomes, as defined in Section 798.3, or recreational vehicles, as defined in Section 799.29. (e) "Dual agent" means an agent acting, either directly or through an associate licensee, as agent for both the seller and the buyer in a real property transaction. (f) "Listing agreement" means a contract between an owner of real property and an agent, by which the agent has been authorized to sell the real property or to find or obtain a buyer. (g) "Listing agent" means a person who has obtained a listing of real property to act as an agent for compensation. (h) "Listing price" is the amount expressed in dollars specified in the listing for which the seller is willing to sell the real property through the listing agent. (i) "Offering price" is the amount expressed in dollars specified in an offer to purchase for which the buyer is willing to buy the real property. (j) "Offer to purchase" means a written contract executed by a buyer acting through a selling agent that becomes the contract for the sale of the real property upon acceptance by the seller. (k) "Real property" means any estate specified by subdivision (1) or (2) of Section 761 in property that constitutes or is improved with one to four dwelling units, any commercial real property, any leasehold in these types of property exceeding one year's duration, and mobilehomes, when offered for sale or sold through an agent pursuant to the authority contained in Section 10131.6 of the Business and Professions Code. (l) "Real property transaction" means a transaction for the sale of real property in which an agent is employed by one or more of the principals to act in that transaction, and includes a listing or an offer to purchase. (m) "Sell," "sale," or "sold" refers to a transaction for the transfer of real property from the seller to the buyer, and includes exchanges of real property between the seller and buyer, transactions for the creation of a real property sales contract within the meaning of Section 2985, and transactions for the creation of a leasehold exceeding one year's duration. (n) "Seller" means the transferor in a real property transaction, and includes an owner who lists real property with an agent, whether or not a transfer results, or who receives an offer to purchase real property of which he or she is the owner from an agent on behalf of another. "Seller" includes both a vendor and a lessor. (o) "Selling agent" means a listing agent who acts alone, or an agent who acts in cooperation with a listing agent, and who sells or finds and obtains a buyer for the real property, or an agent who locates property for a buyer or who finds a buyer for a property for which no listing exists and presents an offer to purchase to the seller. (p) "Subagent" means a person to whom an agent delegates agency powers as provided in Article 5 (commencing with Section 2349) of Chapter 1 of Title 9. (However, "subagent" does not include an associate licensee who is acting under the supervision of an agent in a real property transaction.

2079.14 Listing agents and selling agents shall provide the seller and buyer in a real property transaction with a copy of the disclosure form specified in Section 2079.16, and, except as provided in subdivision (c), shall obtain a signed acknowledgement of receipt from that seller or buyer, except as provided in this section or Section 2079.15, as follows: (a) The listing agent, if any, shall provide the disclosure form to the seller prior to entering into the listing agreement. (b) The selling agent shall provide the disclosure form to the seller as soon as practicable prior to presenting the seller with an offer to purchase, unless the selling agent previously provided the seller with a copy of the disclosure form pursuant to subdivision (a). (c) Where the selling agent does not deal on a face-to-face basis with the seller, the disclosure form prepared by the selling agent may be furnished to the seller (and acknowledgement of receipt obtained from the selling agent from the seller) by the listing agent, or the selling agent may deliver the disclosure form by certified mail addressed to the seller at his or her last known address, in which case no signed acknowledgement of receipt is required. (d) The selling agent shall provide the disclosure form to the buyer as soon as practicable prior to execution of the buyer's offer to purchase, except that if the offer to purchase is not prepared by the selling agent, the selling agent shall present the disclosure form to the buyer not later than the next business day after the selling agent receives the offer to purchase from the buyer.

2079.15 In any circumstance in which the seller or buyer refuses to sign an acknowledgement of receipt pursuant to Section 2079.14, the agent, or an associate licensee acting for an agent, shall set forth, sign, and date a written declaration of the facts of the refusal.

2079.16 Reproduced on Page 1 of this AD form.

2079.17 (a) As soon as practicable, the selling agent shall disclose to the buyer and seller whether the selling agent is acting in the real property transaction exclusively as the buyer's agent, exclusively as the seller's agent, or as a dual agent representing both the buyer and the seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller, the buyer, and the selling agent prior to or coincident with execution of that contract by the buyer and the seller, respectively. (b) As soon as practicable, the listing agent shall disclose to the seller whether the listing agent is acting in the real property transaction exclusively as the seller's agent, or as a dual agent representing both the buyer and seller. This relationship shall be confirmed in the contract to purchase and sell real property or in a separate writing executed or acknowledged by the seller and the listing agent prior to or coincident with the execution of that contract by the seller.

(c) The confirmation required by subdivisions (a) and (b) shall be in the following form.

(Name of Listing Agent) (DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): the seller exclusively; or both the buyer and seller.

(Name of Selling Agent if not the same as the Listing Agent) (DO NOT COMPLETE. SAMPLE ONLY) is the agent of (check one): the buyer exclusively; or the seller exclusively; or both the buyer and seller.

(d) The disclosures and confirmation required by this section shall be in addition to the disclosure required by Section 2079.14.

2079.18 No selling agent in a real property transaction may act as an agent for the buyer only, when the selling agent is also acting as the listing agent in the transaction.

2079.19 The payment of compensation or the obligation to pay compensation to an agent by the seller or buyer is not necessarily determinative of a particular agency relationship between an agent and the seller or buyer. A listing agent and a selling agent may agree to share any compensation or commission paid, or any right to any compensation or commission for which an obligation arises as the result of a real estate transaction, and the terms of any such agreement shall not necessarily be determinative of a particular relationship.

2079.20 Nothing in this article prevents an agent from selecting, as a condition of the agent's employment, a specific form of agency relationship not specifically prohibited by this article if the requirements of Section 2079.14 and Section 2079.17 are complied with.

2079.21 A dual agent shall not disclose to the buyer that the seller is willing to sell the property at a price less than the listing price, without the express written consent of the seller. A dual agent shall not disclose to the seller that the buyer is willing to pay a price greater than the offering price, without the express written consent of the buyer. This section does not alter in any way the duty or responsibility of a dual agent to any principal with respect to confidential information other than price.

2079.22 Nothing in this article precludes a listing agent from also being a selling agent, and the combination of these functions in one agent does not, of itself, make that agent a dual agent.

2079.23 A contract between the principal and agent may be modified or altered to change the agency relationship at any time before the performance of the act which is the object of the agency with the written consent of the parties to the agency relationship.

2079.24 Nothing in this article shall be construed to either diminish the duty of disclosure owed buyers and sellers by agents and their associate licensees, subagents, and employees or to relieve agents and their associate licensees, subagents, and employees from liability for their conduct in connection with acts governed by this article or for any breach of a fiduciary duty or a duty of disclosure.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

AD REVISED 12/14 (PAGE 2 OF 2)

DISCLOSURE REGARDING REAL ESTATE AGENCY RELATIONSHIP (AD PAGE 2 OF 2)

Reviewed by _____ Date _____





MARKET CONDITIONS ADVISORY
(C.A.R. Form MCA, Revised 11/11)

1. MARKET CONDITIONS: Real estate markets are cyclical and can change over time. It is impossible to predict future market conditions with accuracy. In a competitive or "hot" real estate market, there are generally more Buyers than Sellers. This will often lead to multiple buyers competing for the same property. As a result, in order to make their offers more attractive, some Buyers may offer more than originally planned or eliminate certain contingencies in their offers. In a less competitive or "cool" market there are generally more Sellers than Buyers, often causing real estate prices to level off or drop, sometimes precipitously. The sales price of homes being sold as foreclosures and short sales is difficult to anticipate and can affect the value of other homes in the area. Brokers, appraisers, Sellers and Buyers take these "distressed" property sales and listings into consideration when valuing property. In light of the real estate market's cyclical nature it is important that Buyers understand the potential for little or no appreciation in value, or an actual loss in value, of the property they purchase. This Advisory discusses some of the potential risks inherent in changing market conditions.

2. BUYER CONSIDERATIONS:

A. OFFERING PRICE: AS A BUYER, YOU ARE RESPONSIBLE FOR DETERMINING THE PRICE YOU WANT TO OFFER FOR A PROPERTY. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All buyers should be sure they are comfortable with the price they are offering or the price they are accepting in a counter offer. You should be aware of and think about the following: **(i)** If your offer is accepted, the property's value may not increase and may even decrease. **(ii)** If your offer is accepted, you may have "Buyer's remorse" that you paid too much. **(iii)** If your offer is rejected there can be no guarantee that you will find a similar property at the same price. **(iv)** If your offer is rejected, you may not be satisfied that the amount you offered was right for you. Only you can determine that your offer was reasonable and prudent in light of the property and your circumstances.

B. NON-CONTINGENT OFFERS: Most residential purchase agreements contain contingencies allowing a Buyer within a specified period of time to cancel a purchase if: **(i)** the Buyer cannot obtain a loan; **(ii)** is dissatisfied with the property's condition after an inspection; or **(iii)** if the property does not appraise at a certain value. To make their offers more attractive, Buyers will sometimes write offers with few or no contingencies or offer to remove contingencies within a short period of time. In a "hot" market, sellers will sometimes insist that Buyers write offers with no contingencies. Broker recommends that Buyers do not write non-contingent offers and if you do so, you are acting against Broker's advice. However, if you do write a non-contingent offer these are some of the contractual rights you may be giving up:

(1) LOAN CONTINGENCY: If you give up your loan contingency, and you cannot obtain a loan, whether through your fault or the fault of your lender, and as a result, you do not or cannot purchase the property, you may legally be in default under the contract and required to pay damages or forfeit your deposit to the seller.

(2) APPRAISAL CONTINGENCY: If your lender's (or your own) appraiser does not believe the property is worth what you have agreed to pay for it, your lender may not loan the full amount needed for the purchase or may not loan any amount at all because of a low appraisal. As a result, if you do not purchase the property, and you have removed your appraisal contingency, you may legally be in default under the contract and could be required to pay damages to, or forfeit your deposit to, the Seller. The Seller is not obligated to reduce the purchase price to match the appraised value.

Buyer's Initials (_____) (_____)

Seller's Initials (BR) (_____)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form by any means, including facsimile or computerized formats. Copyright © 2008-2011, CALIFORNIA ASSOCIATION OF REALTORS® Inc. All Rights Reserved.

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.) NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.



Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

MCA REVISED 11/11 (PAGE 1 OF 2)

Reviewed by _____ Date _____



MARKET CONDITIONS ADVISORY (MCA PAGE 1 OF 2)

Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

3. INSPECTION CONTINGENCY: If you disapprove of the condition of the property and as a result, you do not purchase the property, you may legally be in default under the contract and required to pay damages to, or forfeit your deposit to, the Seller if you have removed your inspection contingency. However, even if you make an offer without an inspection contingency or you remove that contingency, the Seller may still be obligated to disclose to you material facts about the property. In some cases, once you receive that information the law gives you an independent right to cancel for a limited period of time.

There is inherent risk in writing a non-contingent offer. Only you, after careful consultation and deliberation with your attorney, accountant, or financial advisor can decide how much risk you are willing to take. IT IS YOUR DECISION ALONE AND CANNOT BE MADE BY YOUR BROKER OR REAL ESTATE AGENT.

C. BROKER RECOMMENDATIONS. Broker recommends that you do not write a non-contingent offer, even if you are planning on paying all cash for the property. If you intend to write a non-contingent offer, Broker recommends that, prior to writing the offer, you: (i) review all available Seller reports, disclosures, information and documents; (ii) have an appropriate professional inspect the property (even if it is being sold "as is" in its present condition); and (iii) carefully assess your financial position and risk with your attorney, accountant or financial advisor.

D. MULTIPLE OFFERS: At times Buyers may write offers on more than one property even though the Buyer intends to purchase only one. This may occur in a short sale when the approval process can take a considerable amount of time. While it is not illegal to make offers on multiple properties with intent to purchase only one, the Buyer can be obligated to many Sellers if more than one accepts the Buyer's offers. If the Buyer has not disclosed that the Buyer is writing multiple offers with the intent to purchase only one and the Buyer subsequently cancels without using a contingency, the Seller may claim the Buyer is in breach of contract because the Buyer fraudulently induced the Seller to enter into a contract.

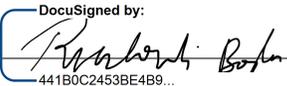
3. SELLER CONSIDERATIONS:

As a Seller, you are responsible for determining the asking price for your property. Although Brokers may provide you with comparable sales data, generally from information published in the local multiple listing service, you should know that the reporting of this data is often delayed and prices may change, up or down, faster than reported sales indicate. All Sellers should be sure they are comfortable with the asking price they are setting and the price they are accepting. There is not, and cannot be, any guarantee that the price you decide to ask for your property, or the price at which you agree to sell your property is the highest available price obtainable for the property. It is solely your decision as to how much to ask for your property and at which price to sell your property.

Buyer/Seller acknowledges each has read, understands and has received a copy of this Market Conditions Advisory.

Buyer _____ Date _____

Buyer _____ Date _____

Seller  _____ Date 6/13/2015

Seller _____ Date _____

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form by any means, including facsimile or computerized formats. Copyright © 2008-2011, CALIFORNIA ASSOCIATION OF REALTORS®, Inc. All Rights Reserved. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

 Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the California Association of REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





CALIFORNIA ASSOCIATION OF REALTORS®

STATEWIDE BUYER AND SELLER ADVISORY (This Form Does Not Replace Local Condition Disclosures. Additional Addenda May Be Attached to This Advisory. See Paragraph 51) (C.A.R. Form SBSA, Revised 11/13)

Property Address 309 Redding Rd. Campbell CA 95008 Date 6/13/2015

BUYER RIGHTS AND DUTIES:

- The physical condition of the land and improvements being purchased are not guaranteed by Seller or Brokers. You should conduct thorough investigations of the Property both personally and with appropriate professionals. If professionals recommend further inspections, you should contact qualified experts to conduct such inspections. You should retain your own professional even if Seller or Broker has provided you with existing reports. You should read all written reports given to you and discuss those reports with the persons who prepared them. You have the right to request that the Seller make repairs or corrections or take other actions based on inspections or disclosures, but the Seller is not obligated to make any such repairs, corrections or other requested actions. If the Seller is unwilling or unable to satisfy your requests, and you act within certain time periods, you may have the right to cancel the Agreement (the Purchase Agreement and any Counter Offer and Addenda together are the "Agreement"). If you cancel outside of these periods, you may be in breach of the Agreement and your deposit might be at risk. The terms of the purchase agreement and any counter offers and addenda establish your rights and responsibilities.

YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

SELLER RIGHTS AND DUTIES:

- You have a duty to disclose material facts known to you that affect the value or desirability of the Property. You are obligated to make the Property available to the Buyer and have utilities on for inspections as allowed by the Agreement. This form is not a substitute for completing a Real Estate Transfer Disclosure Statement, if required, and any other property-specific questionnaires or disclosures. The terms of the Agreement establish your rights and responsibilities.

BROKER RIGHTS AND DUTIES:

- Brokers do not have expertise in all areas and matters affecting the Property or your evaluation of it. For most sales of residential properties with no more than four units, Brokers have a duty to make a reasonably competent and diligent visual inspection of the accessible areas of the Property and disclose to you material facts or defects that the inspection reveals. Many defects and conditions may not be discoverable by a Broker's visual inspection. If Brokers give a referral to another professional, Brokers do not guarantee that person's performance. You may select any professional of your own choosing. Any written agreement between a Broker and either Buyer or Seller or both establishes the rights and responsibilities of those parties.

1. INSPECTIONS: Buyer and Seller are advised that Buyer has the right to obtain various inspections of the Property under most residential purchase agreements. Buyer is advised to have the Property inspected by a professional property inspection service within Buyer's inspection contingency period. A licensed building contractor or other professional may perform these services. The inspector generally does not look behind walls or under carpets, or take equipment apart. Certain items on the Property, such as chimneys and spark arresters, plumbing, heating, air conditioning, electrical wiring, pool and spa, septic system, well, roof, foundation and structural items may need to be inspected by another professional, such as a chimney sweep, plumber, electrician, pool and spa service, septic or well company or roofer. A general physical inspection typically will not test for mold, wood destroying pests, lead-based paint, radon, asbestos and other environmental hazards, geologic conditions, age, remaining useful life or water-tightness of roof, cracks, leaks or operational problems associated with a pool or spa or connection of the Property to a sewer system. If Buyer wants further information on any aspect of the Property, Broker recommends that Buyer have a discussion with the professional property inspector and that Buyer hire an appropriate professional for the area of concern to Buyer. Brokers do not have expertise in these areas. Brokers do not verify the results of any such inspection or guarantee the performance of any such inspector or service. Any election by Buyer to waive the right to a physical inspection of the Property or to rely on somebody other than an appropriate professional is against the advice of Brokers. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

Buyer's Initials () ()

Seller's Initials (BR)

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 2004-2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.

Reviewed by _____ Date _____



SBSA REVISED 11/13 (PAGE 1 OF 12)

STATEWIDE BUYER AND SELLER ADVISORY (SBSA PAGE 1 OF 12)

Agent: Todd Beardsley Phone: 650.630.3313 Fax: 650.473.0800 Prepared using zipForm® software
Broker: Menlo Atherton Realty, PO Box 1141 Menlo Park, CA 94026

Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

2. SQUARE FOOTAGE, LOT SIZE, BOUNDARIES AND SURVEYS: Buyer and Seller are advised that only an appraiser or land surveyor, as applicable, can reliably confirm square footage, lot size, Property corners and exact boundaries of the Property. Representations regarding these items that are made in a Multiple Listing Service, advertisements, and from property tax assessor records are often approximations, or based upon inaccurate or incomplete records. Fences, hedges, walls or other barriers may not represent actual boundary lines. Unless otherwise specified by Broker in writing, Brokers have not verified any such boundary lines or any representations made by Seller or others. Brokers do not have expertise in this area. Standard title insurance does not insure the boundaries of the Property. If Buyer wants information about the exact square footage, lot size or location of Property corners or boundaries, Broker recommends that Buyer hire an appraiser or licensed surveyor to investigate these matters or to prepare a survey of the property during Buyer's inspection contingency period.

3. SOIL AND GEOLOGIC CONDITIONS: Buyer and Seller are advised that real estate in California is subject to settling, slippage, contraction, expansion erosion, subsidence, earthquakes and other land movement. The Property may be constructed on fill or improperly compacted soil and may have inadequate drainage capability. Any of these matters can cause structural problems to improvements on the Property. Civil or geo-technical engineers are best suited to evaluate soil stability, grading, drainage and other soil conditions. Additionally, the Property may contain known or unknown mines, mills, caves or wells. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer hire an appropriate professional. Not all inspectors are licensed and licenses are not available for all types of inspections.

4. GEOLOGIC HAZARDS: Buyer and Seller are advised that California has experienced earthquakes in the past, and there is always a potential of future earthquakes. Damage caused by an earthquake may not be discoverable by a visual inspection of Buyer(s) or Broker(s). Inspection by a licensed, qualified professional is strongly recommended to determine the structural integrity and safety of all structures and improvements on the Property. If the Property is a condominium, or located in a planned unit development or in a common interest subdivision, Buyer is advised to contact the homeowners association about earthquake repairs and retrofit work and the possibility of an increased or special assessment to defray the costs of earthquake repairs or retrofit work. Buyer is encouraged to obtain and read the booklet entitled, "The Homeowner's Guide to Earthquake Safety." In most cases a questionnaire within the booklet must be completed by Seller and the entire booklet given to the Buyer if the Property was built prior to 1960. If the Property was built before 1975, and contains structures constructed of masonry or precast (tilt up) concrete walls, with wood frame floors or roof, or if the building has unreinforced masonry walls, then Seller must provide Buyer a pamphlet entitled "The Commercial Property Owner's Guide to Earthquake Safety." Many areas have a wide range of geologic problems and numerous studies have been made of these conditions. Some of this information is available for public review at city and county planning departments. Buyer is encouraged to review the public maps and reports and/or obtain a geologist's inspection report. Brokers do not have expertise in this area. Buyer may be able to obtain earthquake insurance to protect their interest in the Property. Sellers who agree to provide financing should also consider requiring Buyers to obtain such insurance naming Seller(s) as insured lien holder(s).

5. ENVIRONMENTAL HAZARDS: Buyer and Seller are advised that the presence of certain kinds of organisms, toxins and contaminants, including, but not limited to, mold (airborne, toxic or otherwise), fungi, mildew, lead-based paint and other lead contamination, asbestos, formaldehyde, radon, pcb's, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, urea formaldehyde, or other materials may adversely affect the Property and the health of individuals who live on or work at the property as well as pets. If Buyer wants further information, Buyer is advised and Broker(s) recommends, that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation. Not all inspectors are licensed and licenses are not available for all types of inspection activities. Buyer is also advised to consult with appropriate experts regarding this topic during Buyer's inspection contingency period. Brokers do not have expertise in this area. Broker recommends that Buyer and Seller read the booklets titled, "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants," and "Protect Your Family From Lead In Your Home."

6. EPA's LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information. Buyer and Seller are advised to consult an appropriate professional.

Buyer's Initials () ()

Seller's Initials (^{DS} BR)

Copyright © 2004-2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

SBSA REVISED 11/13 (PAGE 2 OF 12)

Reviewed by _____ Date _____



Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

7. FORMALDEHYDE: Formaldehyde is a substance known to the State of California to cause cancer. Exposure to formaldehyde may be caused by materials used in the construction of homes. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of select homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes that were tested. Formaldehyde is present in the air because it is emitted by a variety of building materials and home products used in construction. The materials include carpeting, pressed wood products, insulation, plastics, and glues. Most homes that have been tested elsewhere do contain formaldehyde, although the concentrations vary from home to home with no obvious explanation for the differences. One of the problems is that many suppliers of building materials and home products do not provide information on chemical ingredients to builders. Buyers may have further questions about these issues. Buyer is advised to consult with appropriate experts regarding this topic during Buyer's investigation period. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller read the booklet titled "Residential Environmental Hazards: A Guide for Homeowners, Homebuyers, Landlords and Tenants."

8. MOLD: Buyer and Seller are advised that the presence of certain kinds of mold, fungi, mildew and other organisms, sometimes referred to as "toxic mold" (collectively "Mold"), may adversely affect the Property and the health of individuals who live on or work at the Property as well as pets. Mold does not affect all people the same way, and may not affect some people at all. Mold may be caused by water leaks or other sources of moisture such as, but not limited to, flooding, and leaks in windows, pipes and roof. Seller is advised to disclose the existence of any such conditions of which he or she is aware. Buyer should carefully review all of Seller's disclosures for any indication that any of these conditions exist. It is, however, possible that Mold may be hidden and that Seller is completely unaware of its existence. In addition, Mold is often undetectable from a visual inspection, a professional general property inspection and even a structural pest control inspection. Brokers do not have expertise in this area. If Buyer wants further information, Broker recommends that Buyer have the Property tested for Mold by an environmental hygienist or other appropriate professional during Buyer's inspection contingency period. Not all inspectors are licensed and licenses are not available for all types of inspection activities.

9. WATER INTRUSION: Buyer and Seller are advised that many homes suffer from water intrusion or leakage. The causes of water intrusion are varied, and can include defective construction, faulty grading, deterioration of building materials and absence of waterproof barriers. Water intrusion can cause serious damage to the Property. This damage can consist of wood rot, mold, mildew and even damage to the structural integrity of the Property. The cost of repairing and remediating water intrusion damage and its causes can be very significant. The existence and cause of water intrusion is often difficult to detect. Because you, your Broker or a general home inspector cannot visually observe any effects of water intrusion, Buyer and Seller should not assume that such intrusion does not exist. Broker recommends that Buyer have the Property inspected for water intrusion by an appropriate professional. Brokers do not have expertise in this area.

10. SEPTIC SYSTEMS: Buyer and Seller are advised that a property may be served by one or more septic systems even though adjoining properties are connected to a sewer line. Buyer and Seller are also advised that some septic tanks and systems may have been abandoned or have leaked into ground water sources. Buyer is advised to contact the appropriate government agency to verify that the Property is connected to a sewer or served by a septic system. If the Property is served by a septic system, it may consist of a septic tank, cesspool, pits, leach lines or a combination of such mechanisms ("collectively, System"). No representation or warranty is made by Seller or Broker concerning the condition, operability, size, capacity or future expansion of a System, nor whether a System is adequate for use by the intended occupants of the Property. A change in the number of occupants or the quantity, composition or methods of depositing waste may affect the efficiency of the System. In addition, the amount of rainfall and ground water table may also affect the efficiency of the System. Many factors including, but not limited to, natural forces, age, deterioration of materials and the load imposed on a System can cause the System to fail at any time. Broker recommends that Buyer obtain an independent evaluation of any System by a qualified sanitation professional during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer should consult with their sanitation professional to determine if their report includes the tank only, or other additional components of the System such as pits and leach fields. Not all inspectors are licensed and licenses are not available for all types of inspection activities. In some cases, Buyer's lender as well as local government agencies may require System inspection. System-related maintenance costs may include, but not be limited to, locating, pumping or providing outlets to ground level. Brokers are unable to advise Buyer or Seller regarding System-related issues or associated costs, which may be significant. If Buyer and Seller agree to obtain a System inspection, Buyer and Seller are cautioned that the inspection cost may include, but not be limited to, the costs of locating, pumping or providing outlets to ground level.

Buyer's Initials () ()

Seller's Initials (^{DS} BR) ()

Copyright © 2004-2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

SBSA REVISED 11/13 (PAGE 3 OF 12)

Reviewed by _____ Date _____



Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

11. WELL AND WATER SYSTEM(S): Buyer and Seller are advised that the Property may be served by one or more water wells, springs, or private community or public water systems. Any of these private or public water systems may contain bacteria, chemicals, minerals and metals, such as chromium. Well(s) may have been abandoned on the Property. Buyer is advised to have both the quality and the quantity of water evaluated, and to obtain an analysis of the quality of any domestic and agricultural water in use, or to be used at the Property, from whatever source. Water quality tests can include not only tests for bacteria, such as coliform, but also tests for organic and inorganic chemicals, metals, mineral content and gross alpha testing for radioactivity. Broker recommends that Buyer consult with a licensed, qualified well and pump company and local government agency to determine whether any well/spring or water system will adequately serve Buyer's intended use and that Buyer have a well consultant perform an extended well output test for this purpose. Water well or spring capacity, quantity output and quality may change at any time. There are no guarantees as to the future water quality, quantity or duration of any well or spring. If Buyer wants further information, Broker(s) recommend that Buyer obtain an inspection of the condition, age, adequacy and performance of all components of the well/spring and any water system during Buyer's inspection contingency period. Brokers do not have expertise in this area.

12. WOOD DESTROYING PESTS: Buyer and Seller are advised that the presence of, or conditions likely to lead to the presence of infestation or infection of wood destroying pests and organisms may adversely affect the Property. Inspection reports covering these items can be separated into two sections: Section 1 identifies areas where infestation or infection is evident. Section 2 identifies areas where there are conditions likely to lead to infestation or infection. Brokers do not have expertise in this area. If Buyer wants further information, Buyer is advised and Broker recommends that Buyer have the Property inspected for the existence of such conditions and organisms, and conditions that may lead to their formation, by a registered structural pest control company during Buyer's inspection contingency period.

13. EASEMENTS, ACCESS AND ENCROACHMENTS: Buyer and Seller are advised that confirming the exact location of easements, shared or private driveways or roadways, and encroachments on or to the Property may be possible only by conducting a survey. There may be unrecorded easements, access rights, encroachments and other agreements affecting the Property that may not be disclosed by a survey. Representations regarding these items that are made in a Multiple Listing Service or advertisements, or plotted by a title company are often approximations, or based upon inaccurate or incomplete records. Unless otherwise specified by Broker in writing, Brokers have not verified any such matters or any representations made by Seller(s) or others. If Buyer wants further information, Buyer is advised and Broker(s) recommend that Buyer hire a licensed surveyor during Buyer's inspection contingency period. Brokers do not have expertise in this area.

14. EARTHQUAKE FAULT ZONES AND SEISMIC HAZARD ZONES: Buyer and Seller are advised that California Public Resources Code Sections 2622 and 2696 require the delineation and mapping of "Earthquake Fault Zones" along known active faults and "Seismic Hazard Zones" in California. Affected cities and counties must regulate certain development projects within these zones. Construction or development on affected properties may be subject to the findings of a geological report prepared by a registered California geologist. Generally, Seller must disclose if the Property is in such a zone and can use a research company to aid in the process. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer make independent inquiries with such research companies or with appropriate government agencies concerning the use and improvement of the Property. Brokers do not have expertise in this area. Buyer is advised that there is a potential for earthquakes and seismic hazards even outside designated zones.

15. FIRE HAZARDS: Buyer and Seller are advised that fires annually cause the destruction of thousands of homes. Due to varied climate and topography, certain areas have higher risks of fires than others. Certain types of materials used in home construction create a greater risk of fire than others. If the Property is located within a State Fire Responsibility Area or a Very High Fire Hazard Zone, generally Seller must disclose that fact to Buyer under California Public Resources Code Section 4136 and California Government Code Sections 51178 and 51183.5, and may use a research company to aid in the process. Owners of property may be assessed a fire prevention fee of up to \$150.00 per structure on each parcel in such zones. The fee may be adjusted annually commencing July 1, 2013. If Buyer wants further information, Broker recommends that, during Buyer's inspection contingency period, Buyer contact the local fire department and Buyer's insurance agent regarding the risk of fire. Brokers do not have expertise in this area. Buyer is advised that there is a potential for fires even outside designated zones.

16. FLOOD HAZARDS: Buyer and Seller are advised that if the Property is located within a Special Flood Hazard Area, as designated by the Federal Emergency Management Agency (FEMA), or an area of Potential Flooding pursuant to California Government Code Section 8589.3, generally Seller must disclose this fact to Buyer and may use a research company to aid in the process. The National Flood Insurance Program was established to identify all flood plain areas and establish

Buyer's Initials () ()

Seller's Initials (BR) ()

Copyright © 2004-2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

SBSA REVISED 11/13 (PAGE 4 OF 12)

Reviewed by _____ Date _____



Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

flood-risk zones within those areas. The program mandates flood insurance for properties within high-risk zones if loans are obtained from a federally-regulated financial institution or are insured by any agency of the United States Government. The extent of coverage and costs may vary. If Buyer wants further information, Broker(s) recommend that Buyer consult his or her lender and/or insurance agent during Buyer's inspection contingency period. Brokers do not have expertise in this area. Buyer is advised that there is a potential for flooding even outside designated zones.

17. ZONE MAPS MAY CHANGE: Maps that designate, among other things, Earthquake Fault Zones, Seismic Hazard Zones, State Fire Responsibility Areas, Very High Fire Hazard Zones, Special Flood Hazard Areas, and Potential Flooding Areas are occasionally redrawn by the applicable Government Agency. Properties that are currently designated in a specified zone or area could be removed and properties that are not now designated in a specified zone or area could be placed in one or more such zones or areas in the future. A property owner may dispute a FEMA flood hazard location by submitting an application to FEMA.

18. BUILDING PERMITS, ZONING AND CODE COMPLIANCE: Buyer and Seller are advised that any structure on the Property, including the original structure and any addition, modification, remodel or improvement may have been built without permits, not according to building codes, or in violation of zoning laws. Further, even if such structure was built according to the then-existing code or zoning requirement, it may not be in compliance with current building standards or local zoning. It is also possible that local law may not permit structures that now exist to be rebuilt in the event of damage or destruction. Buyer is advised to check with appropriate government agencies or third party professionals to verify permits and legal requirements and the effect of such requirements on current and future use of the Property, its development and size. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

19. VIEWS: Buyer and Seller are advised that present views from the Property may be affected by future development or growth of trees and vegetation on adjacent properties and any other property within the line of sight of the Property. Brokers make no representation regarding the preservation of existing views. If Buyer wants further information, Broker(s) recommend that Buyer review covenants, conditions and restrictions, if any, and contact neighboring property owners, government agencies and homeowner associations, if any, during Buyer's inspection contingency period. Brokers do not have expertise in this area.

20. FUTURE REPAIRS, REPLACEMENTS AND REMODELS: Buyer and Seller are advised that replacement or repairs of certain systems or rebuilding or remodeling of all or a portion of the Property may trigger requirements that homeowners comply with laws and regulations that either come into effect after Close of Escrow or are not required to be complied with until the replacement, repair, rebuild or remodel has occurred. Permit or code requirements or building standards may change after Close of Escrow, resulting in increasing costs to repair existing features. In particular, changes to state and federal energy efficiency regulations impact the installation, replacement and some repairs of heating and air conditioning units (HVAC). Federal regulations now require manufacturers of HVAC units to produce only units meeting a new higher Seasonal Energy Efficiency Rating (SEER). This will likely impact repairs and replacements of existing HVAC units. State regulations now require that when installing or replacing HVAC units, with some exceptions, duct work must be tested for leaks. Duct work leaking more than 15 percent must be repaired to reduce leaks. The average existing duct work typically leaks 30 percent. More information is available at the California Energy Commission's website <http://www.energy.ca.gov/title24/changeout>. Home warranty policies may not cover such inspections or repairs. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

21. GOLF COURSE DISCLOSURES: Buyer and Seller are advised that if the Property is located adjacent to or near a golf course the following may apply: (i) Stray golf balls – Any residence near a golf course may be affected by errant golf balls, resulting in personal injury or destruction to property. Golfers may attempt to trespass on adjacent property to retrieve golf balls even though the project restrictions may expressly prohibit such retrieval. (ii) Noise and lighting – The noise of lawn mowers, irrigation systems and utility vehicles may create disturbances to homeowners. Maintenance operations may occur in the early morning hours. Residents living near the clubhouse may be affected by extra lighting, noise, and traffic. (iii) Pesticides and fertilizer use – A golf course may be heavily fertilized, as well as subjected to other chemicals during certain periods of the year. (iv) Irrigation system – Golf course sprinkler systems may cause water overspray upon adjacent property and structures. Also the irrigation system of a golf course may use reclaimed and retreated wastewater. (v) Golf carts – Certain lots may be affected more than others by the use of golf carts. Lots adjacent to a tee or putting green may be subject to noise disturbances and loss of privacy. (vi) Access to golf course from residences – It is likely that most residences will not have direct access from their lots to the golf course. The project restrictions may disclaim any right of access or other easements from a resident's lot onto the golf course. (vii) View obstruction – Residents living near a golf course may have their views over the golf course impacted by maturing trees and landscaping or by changes to the course's configuration. (viii) Water restrictions - As some municipalities face water shortages, the continued availability of water to the golf course may be restricted or otherwise reduced by the local water agency. If Buyer wants further information, Broker(s) recommend that Buyer contact the local water agency regarding this matter.

Buyer's Initials () ()

Seller's Initials (BR)

Copyright © 2004-2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

SBSA REVISED 11/13 (PAGE 5 OF 12)

Reviewed by _____ Date _____



Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

22. SCHOOLS: Buyer and Seller are advised that children living in the Property may not, for numerous reasons, be permitted to attend the school nearest the Property. Various factors including, but not limited to, open enrollment policies, busing, overcrowding and class size reductions may affect which public school serves the Property. School district boundaries are subject to change. Buyer is advised to verify whether the Property is now, and at the Close of Escrow will be, in the school district Buyer understands it to be in and whether residing in the Property entitles a person to attend any specific school in which that Buyer is interested. Broker(s) recommend that Buyer contact the local school or school district for additional information during Buyer's inspection contingency period. Brokers do not have expertise in this area.

23. NEIGHBORHOOD NOISE SOURCES: Buyer and Seller are advised that even if the Property is not in an identified airport noise influence area, the Property may still be subject to noise and air disturbances resulting from airplanes and other aircraft, commercial or military or both, flying overhead. Other common sources of noise include nearby commercial districts, schools, traffic on streets, highways and freeways, trains and general neighborhood noise from people, dogs and other animals. Noise levels and types of noise that bother one person may be acceptable to others. Buyer is advised to satisfy him/herself with regard to any sources of and amounts of noise at different times of day and night. Brokers do not have expertise in this area.

24. PETS AND ANIMALS: Buyer and Seller are advised that the current or previous owner(s) may have had domesticated or other pets and animals at the Property. Odors from animal urine or other contamination may be dormant for long periods of time and then become active because of heat, humidity or other factors and might not be eliminated by cleaning or replacing carpets or other cleaning methods. Pet urine and feces can also damage hardwood floors and other floor coverings. Additionally, an animal may have had fleas, ticks and other pests that remain on the Property after the animal has been removed. If Buyer wants further information, Broker(s) recommend that Buyer discuss the issue with an appropriate professional during Buyer's inspection contingency period. Brokers do not have expertise in this area.

25. SWIMMING POOL, SECURITY AND SAFETY: Buyer and Seller are advised that state and local Law may require the installation of barriers, anti-entrapment grates, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property. Compliance requirements differ from city to city and county to county. Unless specifically agreed, the Property may not be in compliance with these requirements. Brokers do not have expertise in this area. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions and other requirements.

26. RETROFIT, BUILDING REQUIREMENTS, AND POINT OF SALE REQUIREMENTS: Buyer and Seller are advised that state and local Law may require (i) the installation of operable smoke detectors, (ii) bracing or strapping of water heaters, and (iii) upon sale completion of a corresponding written statement of compliance that is delivered to Buyer. Although not a point of sale or retrofit obligation, state law may require the property to have operable carbon monoxide detection devices. Additionally, some city and county governments may impose additional retrofit standards at time of sale including, but not limited to, installing low-flow toilets and showerheads, gas shut-off valves, and tempered glass. Brokers do not have expertise in this area. Broker(s) recommend that Buyer and Seller consult with the appropriate government agencies, inspectors, and other professionals to determine the retrofit standards for the Property, the extent to which the Property complies with such standards, and the costs, if any, of compliance.

27. WATER SHORTAGES AND CONSERVATION: Buyer and Seller are advised that the Property may be located in an area that could experience water shortages. The policies of local water districts and the city or county in which the Property is located can result in the occurrence of any or all of the following: (i) limitations on the amount of water available to the Property, (ii) restrictions on the use of water, and (iii) an increasingly graduated cost per unit of water use, including, but not limited to, penalties for excess usage. For further information, Broker recommends that Buyer contact the supplier of water to the Property regarding the supplier's current or anticipated policies on water usage and to determine the extent to which those policies may affect Buyer's intended use of the Property. If the Property is serviced by a private well, Buyer is advised that drought conditions and/or a low water table may make it necessary to arrange, through a private supplier, for delivery of water to the Property. Buyers should contact water truck companies for the costs involved. Brokers do not have expertise in this area.

28. NEIGHBORHOOD, AREA, PERSONAL FACTORS, HIGH SPEED RAILS, AND SMOKING RESTRICTIONS: Buyer and Seller are advised that the following may affect the Property or Buyer's intended use of it: neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime, fire protection, other government services, availability, adequacy and cost of any speed-wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to medical marijuana growing or distribution locations, cell phone towers, manufacturing, commercial, industrial, airport or agricultural activities or military ordnance locations, existing and proposed transportation, construction, and development, any other source that may affect noise, view, traffic, or odor, wild and domestic animals, susceptibility to tsunami and adequacy of tsunami warnings, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally-protected sites

Buyer's Initials () ()

Seller's Initials (BR)

Copyright © 2004-2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

SBSA REVISED 11/13 (PAGE 6 OF 12)

Reviewed by _____ Date _____



Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

or improvements, cemeteries, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer. California is potentially moving toward high speed rail service between Northern and Southern California. This rail line could have an impact on the Property if it is located nearby. More information on the timing of the project and routes is available from the California High-Speed Rail Authority at <http://cahighspeedrail.ca.gov>. The State of California has long-standing no smoking laws in place restricting smoking in most business and some public spaces. Local jurisdictions may enact laws that are more restrictive than state law. Many California cities have enacted restrictions on smoking in parks, public sidewalks, beaches and shopping areas. Some jurisdictions have restrictions entirely banning smoking inside privately owned apartments and condominiums as well as in the common areas of such structures, or limiting smoking to certain designated areas. If Buyer wants further information, Broker(s) recommend that Buyer contact local government agencies about these restrictions.

29. UNDERGROUND PIPELINES AND UTILITIES: Throughout California underground pipelines transport natural gas, liquid fuel and other potentially hazardous materials. These pipelines may or may not provide utility services to the Property. Information about the location of some of the pipelines may be available from a company that also provides disclosures of natural and other hazards or from other sources of public maps or records. Proximity to underground pipelines, in and of itself, does not affirmatively establish the risk or safety of the property. If Buyer wants further information about these underground pipelines and utilities, Buyer is advised to consult with appropriate experts during Buyer's investigation contingency period. Brokers do not have expertise in this area.

30. MARIJUANA AND METHAMPHETAMINE LABS: Buyer and Seller are advised that California law permits individual patients to cultivate, possess and use marijuana for medical purposes. Furthermore, California law permits primary caregivers, lawfully organized cooperatives, and collectives to cultivate, distribute and possess marijuana for medicinal purposes. California's medical marijuana law is in direct conflict with federal law which recognizes no lawful use for marijuana and has no exemptions for medical use. Federal criminal penalties, some of which mandate prison time, remain in effect for the possession, cultivation and distribution of marijuana. Buyer and Seller are strongly advised to seek legal counsel as to the legal risks and issues surrounding owning or purchasing a property where medical or any other marijuana activity is taking place. Marijuana storage, cultivation and processing carry the risk of causing mold, fungus or moisture damage to a property, additionally, some properties where marijuana has been cultivated have had alterations to the structure or the electrical system which may not have been done to code or with permits and may affect the safety of the structure or the safe operation of the electrical system. Buyer is strongly advised to retain an environmental hygienist contractor and other appropriate professionals to inspect a property where medical or any other marijuana activity has taken place. Broker recommends that Buyer and Seller involved with a property where there is medical marijuana activity or where it may take place review the California Attorney General's Guidelines for the "Security and Non-Diversion of Marijuana Grown for Medical Use" (http://ag.ca.gov/cms_attachments/press/pdfs/n1601_medicalmarijuanaguidelines.pdf) and the U.S. Department of Justice memo regarding marijuana prosecutions at <http://www.justice.gov/opa/documents/medical-marijuana.pdf>. Brokers do not have expertise in this area. While no state law permits the private production of methamphetamine, some properties have been the site of an illegal methamphetamine laboratory. State law imposes an obligation to notify occupants, a ban on occupying the property and clean up requirements when authorities identify a property as being contaminated by methamphetamine. Buyer is advised that a property where methamphetamine has been produced may pose a very serious health risk to occupants. Buyer is strongly advised to retain an environmental hygienist contractor or other appropriate professionals to inspect the property if methamphetamine production is suspected to have taken place. Brokers do not have expertise in this area.

31. INSURANCE AND TITLE INSURANCE AFTER FORECLOSURE: Buyer and Seller are advised that Buyer may have difficulty obtaining insurance regarding the Property if there has been a prior insurance claim affecting the Property or made by Buyer but unrelated to the Property. Seller is required by C.A.R. Form RPA to disclose known insurance claims made during the past five years (C.A.R. Form SPQ or SSD). Sellers may not be aware of claims prior to their ownership. If Buyer wants further information, Broker(s) recommend that, during Buyer's inspection contingency period, Buyer conduct his or her own investigation for past claims. Buyer may need to obtain Seller's consent in order to have access to certain investigation reports. If the Property is a condominium, or is located in a planned unit development or other common interest subdivision, Buyer and Seller are advised to determine if the individual unit is covered by the Homeowner Association Insurance. Broker(s) recommend that Buyer consult Buyer's insurance agents during Buyer's inspection contingency period to determine the need, availability and possibility of securing any and all forms of other insurance or coverage or any conditions imposed by insurer as a requirement of issuing insurance. If Buyer does any repairs to the property during the escrow period or Buyer takes possession prior to Close of Escrow or Seller remains in possession after Close of Escrow, whether for a limited or extended period of time, Broker(s) recommend that Buyer and Seller each consult with their own insurance agent regarding insurance or coverage that could protect them in the transaction (including but not limited to: personal property, flood, earthquake, umbrella and renter's). Buyer and Seller are advised that traditional title insurance generally protects Buyer's title acquired through the sale of the property. While all title insurance policies, as do all insurance policies, contain some exclusions, some title insurance policies contain exclusions for any liability arising from a previous foreclosure. This can occur when a short sale has occurred but the lender mistakenly has also proceeded with a foreclosure. Buyer is strongly advised to consult with a title insurer to satisfy themselves that the policy to be provided adequately protects their title to the property against other possible claimants. Brokers do not have expertise in this area.

Buyer's Initials () ()

Seller's Initials (BR)

Reviewed by _____ Date _____



Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

32. CALIFORNIA FAIR PLAN: Buyer and Seller are advised that insurance for certain hillside, oceanfront and brush properties may be available only from the California Fair Plan. This may increase the cost of insurance for such properties and coverage may be limited. Broker(s) recommend that Buyer consult with Buyer's own insurance agent during Buyer's inspection contingency period regarding the availability of coverage under the California Fair Plan and the length of time it may take for processing of a California Fair Plan application. Brokers do not have expertise in this area.

33. HISTORICAL DESIGNATION, COASTAL COMMISSION, ARCHITECTURAL, LANDSCAPE, AGRICULTURAL OR OPEN SPACE AND OTHER RESTRICTIONS ON BUILDINGS OR IMPROVEMENTS: Buyer and Seller are advised that the Property may be: (i) designated as a historical landmark, (ii) protected by a historical conservancy, (iii) subject to an architectural or landscaping review process, (iv) within the jurisdiction of the California Coastal Commission or other government agency, or (v) subject to a contract preserving use of all or part of the Property for agriculture or open space. If the Property is so designated or within the jurisdiction of any such, or similar, government agency, then there may be restrictions on Buyer's ability to develop, remove or trim trees or other landscaping, remodel, make improvements to and build on or rebuild the Property. Broker(s) recommend that Buyer satisfy him/herself during Buyer's inspection contingency period if any of these issues are of concern to Buyer. Brokers do not have expertise in this area.

34. 1915 IMPROVEMENT BOND MELLO-ROOS COMMUNITY DISTRICT, AND OTHER ASSESSMENT DISTRICTS: Buyer and Seller are advised that the Property may be subject to an improvement bond assessment under the Improvement Bond Act of 1915, a levy of a special tax pursuant to a Mello-Roos Community Facilities district, and/or a contractual assessment as provided in Section 5898.24 of the Streets And Highways Code or other assessment districts. Seller is generally required to make a good faith effort to obtain a disclosure notice from any local agency collecting such taxes and deliver such notice to Buyers. Brokers do not have expertise in this area.

35. HOMEOWNER ASSOCIATIONS AND COVENANTS, CONDITIONS AND RESTRICTIONS ("CC&Rs"); CHARGING STATIONS: Buyer and Seller are advised that if the Property is a condominium, or located in a planned unit development, or in a common interest subdivision, there are typically restrictions on use of the Property and rules that must be followed. Restrictions and rules are commonly found in Declarations and other governing documents. Further there is likely to be a homeowner association (HOA) that has the authority to affect the Property and its use. Whether or not there is a HOA, the Property may still be subject to CC&Rs restricting use of the Property. The HOA typically has the authority to enforce the rules of the association, assess monetary payments (both regular monthly dues and special assessments) to provide for the upkeep and maintenance of the common areas, and enforce the rules and assessment obligations. If you fail to abide by the rules or pay monies owed to the HOA, the HOA may put a lien against your Property. Additionally, if an electric vehicle charging station is installed in a common area or an exclusive use common area, each Seller whose parking space is on or near that charging station must disclose its existence and that the Buyer will have the responsibilities set forth in California Civil Code §1353.9. The law requires the Seller to provide the Buyer with the CC&Rs and other governing documents, as well as a copy of the HOA's current financial statement and operating budget, among other documents. Buyer is advised to carefully review all HOA documents provided by Seller and the CC&Rs, if any, and satisfy him/herself regarding the use and restrictions of the Property, the amount of monthly dues and/or assessments, the adequacy of reserves, current and past insurance coverage and claims, and the possibility of any legal action that may be taken by or against the HOA. The HOA may not have insurance or may not cover personal property belonging to the owner of the unit in the condominium, common interest or planned unit development. See paragraph 31 for further information regarding insurance. See C.A.R.'s Common Interest Development Basic Information Guide on ePUBS® in zipForm®6 for further information. Brokers do not have expertise in this area.

36. LEGAL ACTION: Buyer and Seller are advised that if Seller or a previous owner was involved in a legal action (litigation or arbitration) affecting the Property, Buyer should obtain and review public and other available records regarding the legal action to determine: (i) whether the legal action or any resolution of it affects Buyer and the Property, (ii) if any rights against any parties involved in the legal action survive the legal action or have been terminated or waived as a result of the legal action, whether or not involving the same issue as in the legal action, and (iii) if any recommendations or requirements resulting from the legal action have been fulfilled and, if so, that Buyer is satisfied with any such action. Buyer should seek legal advice regarding these matters.

37. COMMUNITY ENHANCEMENT AND PRIVATE TRANSFER FEES: Buyer and Seller are advised that some areas or communities may have enhancement fees or user-type fees, or private transfer taxes and fees, over and above any stated fees. The Federal Housing Finance Agency has issued a rule that prohibits Fannie Mae and Freddie Mac from purchasing loans made on properties with private transfer fees if those fees were established on or after February 8, 2011. See title 12 Code of Federal Regulations Section 1228 for more information and exceptions. Private transfer fees: (i) may last for a fixed period of time or in perpetuity, (ii) are typically calculated as a percentage of the sales price, and (iii) may have private parties, charitable organizations or interest-based groups as their recipients who may use the funds for social issues unrelated to the property. Brokers do not have expertise in this area.

38. GENERAL RECALL/DEFECTIVE PRODUCT/CLASS ACTION INFORMATION: Buyer and Seller are advised that government entities and manufacturers may at any time issue recall notices and/or warnings about products that may be present in the Property, and that these notices or warnings can change. The following nonexclusive, non-exhaustive list contains examples of

Buyer's Initials () ()

Seller's Initials (BR) ()

Copyright © 2004-2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

SBSA REVISED 11/13 (PAGE 8 OF 12)

Reviewed by _____ Date _____



Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

recalled/defective products/class action information: horizontal furnaces, Whirlpool Microwave Hood Combination; RE-Con Building products roof tiles; Central Sprinkler Company Fire Sprinklers; Robert Shaw Water Heater Gas Control Valves; Trex Decking; water heaters; aluminum wiring; galvanized, abs, polybutylene and copper pipe; and dry wall manufactured in China. There is no single, all-inclusive source of information on product recalls, defective products or class actions; however, the U.S. Consumer Product Safety Commission (CPSC) maintains a website that contains useful information. If Buyer wants further information regarding the items listed above, Broker(s) recommend that Buyer review the CPSC website at <http://www.cpsc.gov> during Buyer's inspection contingency period. Another source affiliated with the CPSC is Saferproducts.gov which allows a Buyer to search by product type or product name. Buyers may also search using the various search engines on the Internet for the specified product or products in question. Brokers recommend that Buyers satisfy themselves regarding recalled or defective products. Brokers do not have expertise in this area and Brokers will not determine if any aspect of the Property is subject to a recall or is affected by a class action lawsuit.

39. RENTAL PROPERTY RESTRICTIONS: Buyer and Seller are advised that some cities and counties impose restrictions that limit the rent that can be charged to a tenant, the maximum number of tenants who can occupy the property and the right of a landlord to terminate a tenancy and the costs to do so. If Buyer wants further information, Broker(s) recommend that Buyer investigate the issue with an appropriate government authority during Buyer's inspection contingency period. Brokers do not have expertise in this area.

40. LAND LEASE: Buyer and Seller are advised that certain developments are built on leased land. This means that: (i) Buyer does not own the land, (ii) the right to occupy the land will terminate at some point in time, (iii) the cost to lease the land may increase at some point in the future, and (iv) Buyer may not be able to obtain title insurance or may have to obtain a different type of title insurance. If Buyer wants further information, Broker recommends that Buyer discuss the issue with an attorney or other appropriate professional. Brokers do not have expertise in this area.

41. HOME WARRANTY: Buyer and Seller are advised that Buyer and Seller can purchase home warranty plans covering certain standard systems of the Property both before and after Close of Escrow. Seller can obtain coverage for the Property during the listing period. For an additional premium, an upgraded policy providing additional coverage for air conditioning, pool and spa and other features can be purchased. Home warranties do not cover every aspect of the Property and may not cover inspections or upgrades for repairs required by state or federal laws or pre-existing conditions. Broker(s) recommend that Buyer review the policy for details. Brokers do not have expertise in this area.

42. INTERNET ADVERTISING; INTERNET BLOGS; SOCIAL MEDIA: Buyer and Seller are advised that Broker may employ a service to provide a "virtual tour" or Internet marketing of the Property, permitting potential buyers to view the Property over the Internet. Neither the service provider nor Brokers have control over who will obtain access to such services or what action such persons might take. Additionally, some Internet sites and other social media provide formats for comments or opinions of value of properties that are for sale. Information on the Property, or its owner, neighborhood, or any homeowner association having governance over the Property may be found on the internet on individual or commercial web sites, blogs, Facebook pages, or other social media. Any such information may be accurate, speculative, truthful or lies. Broker will not investigate any such sites, blogs, social media or other internet sites or the representations contained therein. Buyer is advised to make an independent search of electronic media and online sources prior to removing any investigation contingency. Buyer and Seller are advised that Brokers have no control over how long the information concerning the Property will be available on the Internet or through social media. Brokers do not have expertise in this area.

43. ESCROW FUNDS: Buyer and Seller are advised that California Insurance Code Section 12413.1 provides that escrow companies cannot disburse funds unless there are sufficient "good funds" to cover the disbursement. "Good funds" are defined as cash, wire transfers and cashiers' or certified checks drawn on California depositories. Escrow companies vary in their own definitions of "good funds." Broker(s) recommend that Buyer and Seller ask the escrow company regarding its treatment of "good funds." All samples and out-of-state checks are subject to waiting periods and do not constitute "good funds" until the money is physically transferred to and received by the escrow holder. Brokers do not have expertise in this area.

44. NOTICE OF YOUR "SUPPLEMENTAL" PROPERTY TAX BILL: Buyer and Seller are advised that pursuant to Civil Code § 1102.6(c), Seller, or his or her agent is required to provide the following "Notice of Your 'Supplemental' Property Tax Bill" to the Buyer:

"California property tax law requires the Assessor to revalue real property at the time the ownership of property changes. Because of this law, you may receive one or two supplemental tax bills, depending on when your loan closes.

The supplemental tax bills are not mailed to your lender. If you have arranged for your property tax responsibility payments to be paid through an impound account, the supplemental tax bills will not be paid by your lender. It is your responsibility to pay these supplemental bills directly to the Tax Collector. If you have any questions concerning this matter, please call your Tax Collector's Office."

Although the notice refers to loan closing as a trigger, it is actually the change of ownership which triggers this reassessment of property taxes. Therefore, the Property can be reassessed even if there is no loan involved in the purchase of the Property. The Purchase Agreement may allocate supplemental tax bills received after the Close of Escrow

Buyer's Initials () ()

Seller's Initials (BR) ()

Copyright © 2004-2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

SBSA REVISED 11/13 (PAGE 9 OF 12)

Reviewed by _____ Date _____



Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

to the Buyer. If Buyer wants further information concerning these matters, Broker(s) recommend that Buyer discuss the issue with the County Assessor or Tax Collector or their own tax or legal advisor. Brokers do not have expertise in this area.

45. NON CONFIDENTIALITY OF OFFERS: Buyer is advised that Seller or Listing Agent may disclose the existence, terms, or conditions of Buyer's offer, unless all parties and their agent have signed a written confidentiality agreement (such as C.A.R. Form CND). Whether any such information is actually disclosed depends on many factors, such as current market conditions, the prevailing practice in the real estate community, the Listing Agent's marketing strategy and the instructions of the Seller.

46. FIRPTA/CALIFORNIA WITHHOLDING: Buyer and Seller are advised that: (i) Internal Revenue Code Section 1445 requires a Buyer to withhold and to remit to the Internal Revenue Service 10% of the purchase price of the property if the Seller is a non-resident alien, unless an express exemption applies. Seller may avoid withholding by providing Buyer a statement of non-foreign status. The statement must be signed by Seller under penalty of perjury and must include Seller's tax identification number. Buyer can also avoid having to withhold Federal taxes from Seller's Proceeds if the property price is \$300,000 or less, and the Buyer signs an affidavit stating Buyer intends to occupy the property as a principal residence. (ii) California Revenue and Taxation Code Section 18662 requires that a Buyer withhold and remit to the California Franchise Tax Board 3 1/3% of the purchase price of the property unless the Seller signs an affidavit that the property was the Seller's (or the decedent's, if a trust or probate sale) principal residence or that the sales price is \$100,000 or less or another express exemption applies. Exemptions from withholding also apply to legal entities such as corporations, LLCs, and partnerships. Brokers cannot give tax or legal advice. Broker recommends that Buyer and Seller seek advice from a CPA, attorney or taxing authority. Brokers do not have expertise in this area.

47. LIQUIDATED DAMAGES: Buyer and Seller are advised that a liquidated damages clause is a provision Buyer and Seller can use to agree in advance to the amount of damages that a seller will receive if a buyer breaches the Agreement. The clause usually provides that a seller will retain a buyer's initial deposit paid if a buyer breaches the agreement, and generally must be separately initialed by both parties and meet other statutory requirements to be enforceable. For any additional deposits to be covered by the liquidated damages clause, there generally must be another separately signed or initialed agreement (see C.A.R. Form RID). However, if the Property contains from 1 to 4 units, one of which a buyer intends to occupy, California Civil Code Section 1675 limits the amount of the deposit subject to liquidated damages to 3% of the purchase price. Even though both parties have agreed to a liquidated damages clause, an escrow company will usually require either a judge's or arbitrator's decision or instructions signed by both parties in order to release a buyer's deposit to a seller. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to a liquidated damages clause. Brokers do not have expertise in this area.

48. MEDIATION: Buyer and Seller are advised that mediation is a process by which the parties hire a neutral person to facilitate discussion and negotiation between the parties with the goal of helping them reach a settlement of their dispute. The parties generally share in the cost of this confidential, non-binding negotiation. If no agreement is reached, either party can pursue further legal action. Under C.A.R. Form RPA-CA: (i) the parties must mediate any dispute arising out of their agreement (with a few limited exceptions, such as matters within the jurisdiction of a small claims court) before they resort to arbitration or court, and (ii) if a party proceeds to arbitration or court without having first attempted to mediate the dispute, that party risks losing the right to recover attorney fees and costs even if he or she prevails.

49. ARBITRATION: Buyer and Seller are advised that arbitration is a process by which the disputing parties hire a neutral person to render a binding decision. Generally, arbitration is faster and less expensive than resolving disputes by litigating in court. The rules are usually less formal than in court, and it is a private process not a matter of public record. By agreeing to arbitration, the parties give up the right to a jury trial and to appeal the arbitrator's decision. Arbitration decisions have been upheld even when arbitrators have made a mistake as to the law or the facts. If the parties agree to arbitration, then after first attempting to settle the dispute through mediation, any dispute arising out of their agreement (with a few limited exceptions) must be submitted to binding arbitration. Buyer and Seller must weigh the benefits of a potentially quicker and less expensive arbitration against giving up the right to a jury trial and the right to appeal. Brokers cannot give legal advice regarding these matters. Buyers and Sellers must decide on their own, or with the advice of legal counsel, whether to agree to arbitration. Brokers do not have expertise in this area.

Buyer's Initials () ()

Copyright © 2004-2013, CALIFORNIA ASSOCIATION OF REALTORS®, INC.

SBSA REVISED 11/13 (PAGE 10 OF 12)

Seller's Initials (DS BR)

Reviewed by _____ Date _____



Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

50. MEGAN'S LAW DATABASE DISCLOSURE: Notice: Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Seller nor Brokers are required to check this website. If Buyer wants further information, Broker recommends that Buyer obtain information from this website during Buyer's inspection contingency period. Brokers do not have expertise in this area.)

51. DEATH ON THE PROPERTY: California Civil Code Section 1710.2 protects a seller from: (i) failing to disclose a death on the property that occurred more than 3 years before a buyer has made an offer on a property; and (ii) failing to disclose if an occupant of a property was afflicted with HIV/AIDS, regardless of whether a death occurred or if so, when. Section 1710.2 does not protect a seller from making a misrepresentation in response to a direct inquiry. If the Buyer has any concerns about whether a death occurred on the Property or the manner, location, details or timing of a death, the buyer should direct any specific questions to the Seller in writing.

52. LOCAL ADDENDA (IF CHECKED):

The following local disclosures or addenda are attached:

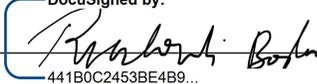
- A. _____
- B. _____
- C. _____
- D. _____

Buyer and Seller acknowledge and agree that Brokers: (i) do not decide what price Buyer should pay or Seller should accept; (ii) do not guarantee the condition of the Property; (iii) do not guarantee the performance, adequacy or completeness of inspections, services, products or repairs provided or made by Seller or others; (iv) do not have any obligation to conduct an inspection of common areas or areas off the site of the Property (v) shall not be responsible for identifying defects on the Property, in common areas, or offsite unless such defects are visually observable by an inspection of reasonably accessible areas of the Property or are known to Brokers; (vi) shall not be responsible for inspecting public records or permits concerning the title or use of Property; (vii) shall not be responsible for identifying the location of boundary lines or other items affecting title; (viii) shall not be responsible for verifying square footage, representations of others or information contained in investigation reports, Multiple Listing Service, advertisements, flyers or other promotional material; (ix) shall not be responsible for providing legal or tax advice regarding any aspect of a transaction entered into by Buyer or Seller; and (x) shall not be responsible for providing other advice or information that exceeds the knowledge, education and experience required to perform real estate licensed activity. Buyer and Seller agree to seek legal, tax, insurance, title and other desired assistance from appropriate professionals.

Buyer and Seller are encouraged to read this Advisory carefully. By signing below, Buyer and Seller acknowledge that each has read, understands and received a copy of this Advisory.

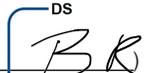
BUYER _____ Date _____
BUYER _____ Date _____

(Address) _____

DocuSigned by:
SELLER  Date 6/13/2015
SELLER  Date _____

(Address) _____

Buyer's Initials (_____) (_____)

Seller's Initials () (_____)

Reviewed by _____ Date _____



Property Address: 309 Redding Rd. Campbell CA 95008 Date: 6/13/2015

Real Estate Broker (Listing Firm) Menlo Atherton Realty Cal BRE Lic. # 01795649

By Todd Beardsley Cal BRE Lic. # 01109812 Date 6/13/2015

Address 530 Lytton Ave 2nd floor City Palo Alto State CA Zip 94301

Telephone (650) 630-3313 Fax (650) 473-0300 Email Todd@menloathertonrealty.com

Real Estate Broker (Selling Firm) _____ Cal BRE Lic. # _____

By _____ Cal BRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ Email _____

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

 Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



BUYER'S INSPECTION ADVISORY

(C.A.R. Form BIA, Revised 11/14)

Property Address: _____ ("Property").

1. IMPORTANCE OF PROPERTY INVESTIGATION: The physical condition of the land and improvements being purchased is not guaranteed by either Seller or Brokers. You have an affirmative duty to exercise reasonable care to protect yourself, including discovery of the legal, practical and technical implications of disclosed facts, and the investigation and verification of information and facts that you know or that are within your diligent attention and observation. A general physical inspection typically does not cover all aspects of the Property nor items affecting the Property that are not physically located on the Property. If the professionals recommend further investigations, including a recommendation by a pest control operator to inspect inaccessible areas of the Property, you should contact qualified experts to conduct such additional investigations.

2. BROKER OBLIGATIONS: Brokers do not have expertise in all areas and therefore cannot advise you on many items, such as those listed below. If Broker gives you referrals to professionals, Broker does not guarantee their performance.

3. YOU ARE STRONGLY ADVISED TO INVESTIGATE THE CONDITION AND SUITABILITY OF ALL ASPECTS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE FOLLOWING. IF YOU DO NOT DO SO, YOU ARE ACTING AGAINST THE ADVICE OF BROKERS.

- A. GENERAL CONDITION OF THE PROPERTY, ITS SYSTEMS AND COMPONENTS:** Foundation, roof (condition, age, leaks, useful life), plumbing, heating, air conditioning, electrical, mechanical, security, pool/spa (cracks, leaks, operation), other structural and nonstructural systems and components, fixtures, built-in appliances, any personal property included in the sale, and energy efficiency of the Property.
- B. SQUARE FOOTAGE, AGE, BOUNDARIES:** Square footage, room dimensions, lot size, age of improvements and boundaries. Any numerical statements regarding these items are APPROXIMATIONS ONLY and have not been verified by Seller and cannot be verified by Brokers. Fences, hedges, walls, retaining walls and other barriers or markers do not necessarily identify true Property boundaries.
- C. WOOD DESTROYING PESTS:** Presence of, or conditions likely to lead to the presence of wood destroying pests and organisms.
- D. SOIL STABILITY:** Existence of fill or compacted soil, expansive or contracting soil, susceptibility to slippage, settling or movement, and the adequacy of drainage.
- E. WATER AND UTILITIES; WELL SYSTEMS AND COMPONENTS; WASTE DISPOSAL:** Water and utility availability, use restrictions and costs. Water quality, adequacy, condition, and performance of well systems and components. The type, size, adequacy, capacity and condition of sewer and septic systems and components, connection to sewer, and applicable fees.
- F. ENVIRONMENTAL HAZARDS:** Potential environmental hazards, including, but not limited to, asbestos, lead-based paint and other lead contamination, radon, methane, other gases, fuel oil or chemical storage tanks, contaminated soil or water, hazardous waste, waste disposal sites, electromagnetic fields, nuclear sources, and other substances, materials, products, or conditions (including mold (airborne, toxic or otherwise), fungus or similar contaminants).
- G. EARTHQUAKES AND FLOODING:** Susceptibility of the Property to earthquake/seismic hazards and propensity of the Property to flood.
- H. FIRE, HAZARD AND OTHER INSURANCE:** The availability and cost of necessary or desired insurance may vary. The location of the Property in a seismic, flood or fire hazard zone, and other conditions, such as the age of the Property and the claims history of the Property and Buyer, may affect the availability and need for certain types of insurance. Buyer should explore insurance options early as this information may affect other decisions, including the removal of loan and inspection contingencies.
- I. BUILDING PERMITS, ZONING AND GOVERNMENTAL REQUIREMENTS:** Permits, inspections, certificates, zoning, other governmental limitations, restrictions, and requirements affecting the current or future use of the Property, its development or size.
- J. RENTAL PROPERTY RESTRICTIONS:** Some cities and counties impose restrictions that limit the amount of rent that can be charged, the maximum number of occupants, and the right of a landlord to terminate a tenancy. Deadbolt or other locks and security systems for doors and windows, including window bars, should be examined to determine whether they satisfy legal requirements.
- K. SECURITY AND SAFETY:** State and local Law may require the installation of barriers, access alarms, self-latching mechanisms and/or other measures to decrease the risk to children and other persons of existing swimming pools and hot tubs, as well as various fire safety and other measures concerning other features of the Property.
- L. NEIGHBORHOOD, AREA, SUBDIVISION CONDITIONS; PERSONAL FACTORS:** Neighborhood or area conditions, including schools, law enforcement, crime statistics, registered felons or offenders, fire protection, other government services, availability, adequacy and cost of internet connections or other technology services and installations, commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, protected species, wetland properties, botanical diseases, historic or other governmentally protected sites or improvements, cemeteries, facilities and condition of common areas of common interest subdivisions, and possible lack of compliance with any governing documents or Homeowners' Association requirements, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Buyer.

By signing below, Buyers acknowledge that they have read, understand, accept and have received a Copy of this Advisory. Buyers are encouraged to read it carefully.

Buyer _____ Buyer _____

© 1991-2004, California Association of REALTORS®, Inc. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ACCURACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____

BIA REVISED 11/14 (PAGE 1 OF 1)

BUYER'S INSPECTION ADVISORY (BIA PAGE 1 OF 1)





CARBON MONOXIDE DETECTOR NOTICE
(C.A.R. Form CMD, 4/12)

Property Address: 309 Redding Rd. Campbell CA 95008

1. INSTALLATION OF CARBON MONOXIDE DETECTORS:

- A. Requirements: California law (Health and Safety Code sections 13260 to 13263 and 17296 to 17296.2) requires that as of July 1, 2011, all existing single-family dwellings have carbon monoxide detectors installed...
B. Exceptions: The law does not apply to a dwelling unit which does not have any of the following: a fossil fuel burning heater or appliance, a fireplace, or an attached garage.

2. DISCLOSURE OF CARBON MONOXIDE DETECTORS: The Health and Safety Code does not require a disclosure regarding the existence of carbon monoxide detectors in a dwelling. However, a seller of residential 1-4 property who is required to complete a Real Estate Transfer Disclosure Statement, (C.A.R. Form TDS) or a Manufactured Home and Mobilehome Transfer Disclosure Statement (C.A.R. Form MHTDS) must use section II A of that form to disclose whether or not the dwelling unit has a carbon monoxide detector.

3. COMPLIANCE WITH INSTALLATION REQUIREMENT: State building code requires at a minimum, placement of carbon monoxide detectors in applicable properties outside of each sleeping area, and on each floor in a multi-level dwelling but additional or different requirements may apply depending on local building standards and manufacturer instructions.

4. LOCAL REQUIREMENTS: Some localities maintain their own retrofit or point of sale requirements which may include the requirement that a carbon monoxide detector be installed prior to a transfer of property.

The undersigned hereby acknowledge(s) receipt of a copy of this Carbon Monoxide Detector Notice.

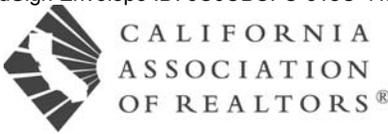
DocuSigned by: Bogdon Ryczkowski for Ryczkowski, LLC 6/13/2015
Seller/Landlord (Signature) (Print Name) Ryczkowski, LLC Date
Seller/Landlord (Signature) (Print Name) Date
Buyer/Tenant (Signature) (Print Name) Date
Buyer/Tenant (Signature) (Print Name) Date

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 2012 CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the California Association of REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____





WATER HEATER AND SMOKE DETECTOR STATEMENT OF COMPLIANCE (C.A.R. Form WHSD, Revised 11/10)

Property Address: 309 Redding Rd. Campbell CA 95008

NOTE: A seller who is not required to provide one of the following statements of compliance is not necessarily exempt from the obligation to provide the other statement of compliance.

WATER HEATER STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that all new and replacement water heaters and existing residential water heaters be braced, anchored or strapped to resist falling or horizontal displacement due to earthquake motion.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent water heater bracing, anchoring or strapping requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §19211 requires the seller of any real property containing a water heater to certify, in writing, that the seller is in compliance with California State Law.
4. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with Health and Safety Code §19211 by having the water heater(s) braced, anchored or strapped in place, in accordance with those requirements.

Seller/Landlord (Signature) [Signature] (Print Name) Ryczkowski, LLC Date 6/13/2015
Seller/Landlord (Signature) (Print Name) Date

The undersigned hereby acknowledges receipt of a copy of this document.

Buyer/Tenant (Signature) (Print Name) Date
Buyer/Tenant (Signature) (Print Name) Date

SMOKE DETECTOR STATEMENT OF COMPLIANCE

- 1. STATE LAW: California Law requires that (i) every single-family dwelling and factory built housing unit sold on or after January 1, 1986, must have an operable smoke detector, approved and listed by the State Fire Marshal, installed in accordance with the State Fire Marshal's regulations (Health and Safety Code §13113.8) and (ii) all used manufactured or mobilehomes have an operable smoke detector in each sleeping room.
2. LOCAL REQUIREMENTS: Some local ordinances impose more stringent smoke detector requirements than does California Law.
3. TRANSFEROR'S WRITTEN STATEMENT: California Health and Safety Code §13113.8(b) requires every transferor of any real property containing a single-family dwelling, whether the transfer is made by sale, exchange, or real property sales contract (installment sales contract), to deliver to the transferee a written statement indicating that the transferor is in compliance with California State Law concerning smoke detectors.
4. EXCEPTIONS: Generally, a written statement of smoke detector compliance is not required for transactions for which the Seller is exempt from providing a transfer disclosure statement.
5. CERTIFICATION: Seller represents that the Property, as of the Close Of Escrow, will be in compliance with the law by having operable smoke detector(s) (i) approved and listed by the State Fire Marshal installed in accordance with the State Fire Marshal's regulations Health and Safety Code §13113.8 or (ii) in compliance with Manufactured Housing Construction and Safety Act (Health and Safety Code §18029.6) located in each sleeping room for used manufactured or mobilehomes as required by HCD and (iii) in accordance with applicable local ordinance(s).

Seller/Landlord (Signature) [Signature] (Print Name) Ryczkowski, LLC Date 6/13/2015
Seller/Landlord (Signature) (Print Name) Date

The undersigned hereby acknowledge(s) receipt of a copy of this Water Heater and Smoke Detector Statement of Compliance.

Buyer/Tenant (Signature) (Print Name) Date
Buyer/Tenant (Signature) (Print Name) Date

The copyright laws of the United States (Title 17 U.S. Code) forbid the unauthorized reproduction of this form, or any portion thereof, by photocopy machine or any other means, including facsimile or computerized formats. Copyright © 1991-2010 CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED. THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL. This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by: REAL ESTATE BUSINESS SERVICES, INC. a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS® 525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



CHECKLIST OF ITEMS TO BE INCLUDED/EXCLUDED FROM SALE

Property Address: 309 Redding Rd Campbell

ITEM	INCLUDED	EXCLUDED	N/A
1. Range	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Refrigerator(s)			
a. Location: <u>Main House</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Location: <u>Guest House</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Location: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Washer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Kitchen Pot & Pan Hanger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7. Home Theater:			
a. Television/Flat Screen	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Components	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Fireplace Inserts/Doors/Gas Logs/Tools	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
9. Closet Organizing System(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Garage Organizing System	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11. Work Bench	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12. Above Ground Spa	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13. Children's Swing Set/Play Structure	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14. Pool Fence	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15. Outdoor Speakers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Location: _____			
16. All "attached" window coverings are included in sale unless specified here	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
17. All hardware light fixtures are included in sale unless specified here	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments _____

Date: 6/8/15 Seller: *Ryan ... Bogda* Date: _____ Buyer: _____

Date: _____ Seller: _____ Date: _____ Buyer: _____

DISCLOSURE OBLIGATIONS

Considerable confusion exists as to what sellers are obligated to disclose, the extent of the buyer's obligations and the duties of real estate agents. This disclosure is designed to give an overall explanation of the respective rights and obligations of the parties in a residential real estate transaction. However, additional disclosures may be required. Please read every section of this disclosure.

SELLERS

Unless exempt, sellers must honestly answer all of the questions contained in the Real Estate Transfer Disclosure Statement, a form mandated by California statutory law. The fact that the seller has never resided in the property or is selling the property in its present condition "as is" does not eliminate the seller's obligation to make full disclosure. The Real Estate Transfer Disclosure Statement does not establish who is obligated to correct, replace or repair any item, in that it is not a warranty or a contract but a statement of the seller's knowledge of those material facts which affect the value or desirability of the property. Under California case law, sellers must disclose not only current problems but also known past problems, even those which have been corrected.

The Real Estate Transfer Disclosure Statement is not an exhaustive list of all of the issues that sellers must disclose under California law. To facilitate complete disclosure, many real estate agents provide sellers with a Supplemental Disclosure form designed to fill in the gaps in the state-mandated form. Some purchase contracts require that sellers complete a supplemental form.

Some of the issues which sellers must disclose are not readily known by sellers but are nonetheless mandatory disclosures. Under the Alquist-Priolo Earthquake Fault (also known as the "special studies zone") sellers must disclose if the property is located within a state delineated earthquake fault zone and if the property is located within a seismic or other geotechnical hazard as determined by local jurisdictions. Seller must disclose if the property is located in a federally-designated flood hazard area and California law allows cities, counties and state agencies to control land use within flood hazard areas. Sellers must disclose whether the property is located within a state fire responsibility area, defined as where California has the primary financial responsibility for fire prevention. These are generally "wildland area" which may require state-imposed additional duties. Sellers must also disclose if the property is subject to a Mello-Roos Facility District which is formed to finance certain public services and facilities. If such a district exists, sellers must make a good faith effort to secure a disclosure notice from the local taxing agency and provide the completed notice to the buyer. Sellers can either research these issues through public agencies and make the disclosures themselves or retain experts to undertake the research, make the disclosures and assume the liability for those disclosures.

Under state law, sellers are required to disclose whether or not the property is in compliance with the smoke detector laws and whether or not water heaters have been secured by bracing, strapping or anchoring local laws may impose additional requirements on these and other health and safety issues.

If the property is a single unit in a common interest development, then sellers must give the buyer a copy of the governing documents of the common interest development and certain financial information. Sellers can request that the homeowners association provide that information to the buyer under Civil Code Section 136b. Sellers must

Buyer's initials: _____

Seller's initials: BR

DS
BR

also disclose past, current and proposed litigation affecting the unit and/or the common area, as well as any defects in the common area; however, the homeowners association is not required to make those disclosures to prospective buyers. Sellers and buyers should understand that many common interest developments have been, are or may be involved in litigation. It should also be recognized that homeowner association fees and assessments are not fixed and can be increased.

If the property was built before 1978, then sellers must disclose known lead-based paint hazards and whether the property has certain features which would constitute a weakness in the event of an earthquake.

BUYERS

Buyer should not just rely on what sellers or real estate agents tell them about the property. Required written disclosures do not take the place of hiring expert inspectors to evaluate the size, condition and use of the property, including but not limited to governmental requirements and limitations, geological and environmental hazards, structural and non-structural systems, waste disposal, water and other utility systems and components, neighborhood conditions, and personal preference factors. Securing this information does not take the place of maintaining the property after escrow closes nor is there a guarantee that changes in those issues will not occur. Buyers have an obligation to exercise reasonable care to protect themselves "including those facts which are known to or within the diligent attention and observation of the buyer under Civil Code Section 2079.5. When any problem is noted in any disclosure or inspection report, buyers should retain appropriate experts to determine the extent of the problem and the proper means for and the cost of correcting that problem before escrow closes. Buyers are encouraged to personally verify the condition and uses of the property and the Seller's compliance with all contractual provisions prior to the close of escrow.

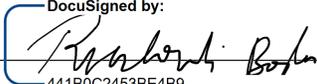
REAL ESTATE AGENTS

Real estate agents are required to disclose potential agency relationships by use of a statutory form. Real estate agents can provide certain federal and state pamphlets regarding such issues as environmental hazards and earthquake safety. Real estate agents are required to conduct a competent and diligent visual inspection of the accessible areas of the property and to disclose the results of that inspection. However, that inspection obligation does not include an inspection of common areas, matters off-site of the subject property or public records or permits concerning the title or use of the property. Real estate agents do not guarantee nor take any responsibility for the size, condition or use of the property and are not obligated to verify the seller's disclosures. A real estate agent is the person qualified to advise on real estate matters and is not obligated to give legal, insurance or tax advice.

I/we have received and understand this Notice:

Date: _____ Buyer: _____

Date: _____ Buyer: _____

Date: 6/13/2015 Seller: 

Date: _____ Seller: _____

NOTICE TO SELLERS AND BUYERS REGARDING FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)

As of November 3, 2003 a foreign seller (individuals and corporations) must provide a buyer, or buyer's agent with U.S. taxpayer identification number via the mandated FIRPTA forms. Failure to have the required taxpayer identification number at the time of your scheduled closing could delay the closing and potentially create liability under your existing contract. The IRS has indicated that it may take between 4-6 weeks to process any application for a taxpayer identification number.

FIRPTA regulations squarely place the withholding requirements on the buyer's shoulders. If a buyer fails to comply with FIRPTA requirements and a seller is foreign and if the IRS subsequently has difficulty collecting from the seller, the buyer would ultimately be responsible to pay the IRS the 10% withholding.

Sellers are exempt if all Sellers give Buyer(s) completed FIRPTA Seller Affidavits signed by all Sellers under penalty of perjury. The affidavits must state, among other things, that the Seller is not a nonresident alien. FIRPTA requires the Seller's Affidavit to include the taxpayer identification number for all of the Sellers ("TIN"). For individuals this is the usually Seller's Social Security Number.

Because of concerns about identity theft, some Sellers refuse to disclose to Buyers their TIN. Such failure to disclose violates the requirements of FIRPTA, additionally this disclosure obligation is set forth in the Purchase Agreement.

CAR CONTRACT – Section 6 C: Within the time specified in paragraph 14A, to avoid required withholding, Seller shall Deliver to Buyer or qualified substitute, an affidavit sufficient to comply with federal (FIRPTA) and California withholding Law (C.A.R. Form AS or QS).

PRDS CONTRACT – Section 11 of the PRDS contract states "Seller shall either (1) fully complete, sign and Deliver to Buyers a declarartion of federal and California tax status ("FIRPTA") or (2) submit the Seller's Social Security or Taxpayer Identification Number directly to a Qualified Substitute (the Escrow Holder), who shall then be required to satisfy all of the FIRPTA tax identification requirements.

ATTENTION SELLERS: If you, as the Sellers, are relying on the exemption that you are not a nonresident alien, you must provide Buyer with a completed Seller Affidavit including your TIN. The other option sellers have is to deliver a completed FIRPTA form to the escrow holder who will in turn provide the buyer with an affidavit stating that the escrow company has in their possession a completed FIRPTA form. This affidavit removes any further responsibility & liability from the buyer.

ATTENTION BUYERS: These days sellers are quite reluctant to disclose their social security numbers on the contract documents. Therefore we automatically ask the title company to provide us with an affidavit which states they have in their possession the social security numbers for all sellers. This removes any withholding obligation from the buyer. However, some title companies are not willing to provide this type of affidavit. In these instances we will need to get a completed FIRPTA doc from the sellers. If the sellers decline to provide their social security numbers for the FIRPTA doc then you have two choices:

- 1) Instruct the escrow company to withhold 10% of the gross sales price and pay that amount to the IRS for the tax account of the Seller; and/or:
- 2) Instruct the escrow company to delay the closing of escrow for the transaction until the Seller provides you with a fully completed FIRPTA Seller Affidavit.

Buyer's initials: _____

Seller's initials: _____ 

In the event the Seller still refuses to comply with 1 or 2, above, the real estate broker(s) in this transaction recommend that Buyer seek legal advice concerning his/her legal rights in view of Seller's refusal.

If you decide to consummate your purchase with the Seller without obtaining a complete FIRPTA Affidavit, including the Seller's TIN, or without withholding 10% of the gross sales price, then you have acted against the advice of your broker/agent. In such case, you solely and personally accept and assume the full potential liability to the IRS for that the non-withheld 10% amount plus interest, and penalties if applicable.

Finally, if you, as a Buyer, decide to allow this escrow to close without Seller's TIN in your possession, but instead in the possession of the escrow holder, be advised that:

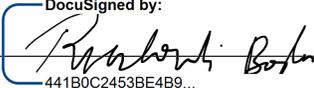
1. The IRS requires that the Seller's Affidavit be retained for 5 years after the close of escrow
2. The escrow holder may not do so
3. The escrow holder may not voluntarily release Seller's Affidavit to you if you need it later to give to the IRS.

NOTE: This Notice is not intended to give tax or legal advice to Sellers or buyers of real property. Sellers and Buyers are strongly advised to discuss any legal or tax issues related to this transaction with your legal and tax advisors; including the contents of this Notice, whether this transaction qualifies for an exemption, or whether Seller qualifies for an exemption, from the requirement of FIRPTA.

I/we have received and understand this Notice:

Date: _____ Buyer: _____

Date: _____ Buyer: _____

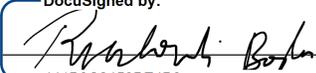
Date: 6/13/2015 Seller: 

Date: _____ Seller: _____

ACKNOWLEDGEMENT OF RECEIPT OF BOOKLETS

The undersigned acknowledges receipt of the following PDF booklet titled:

- THE HOMEOWNER'S GUIDE TO EARTHQUAKE SAFETY** (includes gas shut-off valve update) (2005 Edition)
- RESIDENTIAL ENVIRONMENTAL HAZARDS: A Guide for Homeowners, Homebuyers, Landlords and Tenants** (January 2011)
- PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME** (June 2003)
- THE CALIFORNIA HOME ENERGY RATING SYSTEMS (HERS)** (September 2010)

Date: 6/13/2015 Seller: DocuSigned by:

441B0C2453BE4B9...

Date: _____ Seller: _____

Date: _____ Buyer: _____

Date: _____ Buyer: _____



ISSUING OFFICE: 675 N. First Street, 4th Floor, San Jose, CA 95112

FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company
405 Primrose Road • Burlingame, CA 94010
(650)348-8261 • FAX (650)348-0584

**Another Prompt Delivery From Fidelity National Title Company Title Department
Where Local Experience And Expertise Make A Difference**

PRELIMINARY REPORT

Title Officer: Jeffrey Lind
Title No.: FSBC-TO15000844-JL

Escrow Officer: Silvia Barragan
E-Mail: sbarragan@fnf.com
Escrow No.: FSMO-3051500660

TO: Menlo Atherton Realty
530 Lytton Avenue, 2nd Floor
Palo Alto, CA 94303
Attn: Todd Beardsley

PROPERTY ADDRESS(ES): 309 Redding Road, Campbell, CA

EFFECTIVE DATE: June 1, 2015 at 07:30 AM

READ & ACKNOWLEDGED ALL 41 PAGES	
Buyer _____	Date _____
Buyer _____	Date _____

The form of policy or policies of title insurance contemplated by this report is:

1. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:
A FEE
2. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:
Ryczkowski, LLC a California Limited Liability Company
3. THE LAND REFERRED TO IN THIS REPORT IS DESCRIBED AS FOLLOWS:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF



PERMIT

CITY OF CAMPBELL - BUILDING DIVISION
70 N. 1ST STREET, CAMPBELL, CA 95008
PHONE: (408) 866-2130, FAX: (408) 866-8381

Declarations

Please initial all applicable line(s)

LICENSED CONTRACTOR DECLARATION
I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.
I am exempt under Sec. 7081 of the B & P C. for this reason: A licensed structural pest control operator acting within the scope of his or her license.

OWNER-BUILDER DECLARATIONS
I hereby affirm that I am exempt from the Contractor's License Law (C.L.L.) for the following reason (Sec 7031.5 B & P C.): Any city which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he/she is licensed pursuant to the provisions of C.L.L. Chapter 9 (commencing with Section 7000 of Division 3 B & P C.) or that he/she is exempt there from and the basis for the alleged exemption. Any violation of Sec. 7031.5 by any applicant for a permit subjects the applicant to the civil penalty of not more than five hundred dollars (\$500).
I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, B & P C.). The C.L.L. does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he/she did not build or improve for the purpose of sale.
I, as owner of the property, am exclusively contracting with licensed contractors to construct the projects (Sec. 7044, B & P C.), the C.L.L. does not apply to an owner of property who holds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the C.L.L.)
Property Owner

Permit Number: **BLD2015-00481**
Job Address: **309 REDDING RD**
APN: **41433009**
Issued: **5/7/15** By: **KO**
Received by: **KATHLEENO**
Plan Chk By:
Type of Construction: **Type V-B**
Existing Use:
Occupancy: **R-3** **Single family residential**
Square Footage:
Owner: **SOCHA M J ELIZABETH J** Contractor: **PALO ALTO HOME IMPRO**
309 REDDING RD **1337 LINCOLN AVE**
CAMPBELL CA 95008 **PALO ALTO CA 94301**
Lic. No.:
Primary: **Primary**

WORKERS COMPENSATION DECLARATION
I hereby affirm under penalty of perjury one of the following declarations.
I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code. My workers' compensation insurance and policy numbers are:

Carrier:
Policy Number:
(This section need not be completed if the permit is for one hundred dollars (\$100) or less)
I certify that in the performance of the work for which this permit is issued, I shall not employ any person in and manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.
I have and will maintain a certificate of consent to self-insure for workers' compensation as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

Description of Permitted Work:
T/O WOOD SHINGLE, RR COMP SHINGLE. 30SQ

TOTAL VALUATION **\$ 17,000.00**

WARNING:
FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS, IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3707 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Permit Trades Involved:
Mechanical:
Electric:
Building:
Re-Roof: **Yes**
Plumbing:

Date: **5.7.15** Applicant: **Peter Buzkowski**

Fees: (Not all may be shown)
Roadway Maintenance Fee **\$51.00**
Building Permit Fee **\$375.00**
Digital Imaging fee **\$2.00**
CA Bldg. Stnds. Commission Fee **\$1.00**
Total Fees: **\$429.00**

ALL APPLICANTS
I certify that I have read this application and state that all the above information, whether provided by initial or write-in, is true and correct. I agree that I am solely responsible for complying with and that I will comply with all City ordinances and I hereby authorize representatives of the City to enter upon the above identified property for inspection purposes.

I (we) agree to defend, indemnify, and hold harmless the City and its officers, employees and agents against all claims, actions and liabilities of any kind which may arise or occur in consequence of any acts or omissions of the City and its officers, employees or agents, in granting this permit, whether or not such acts or omissions are intentional or negligent or whether they are active or passive and to pay all costs and expenses, claims and actions.

Print: **Peter Buzkowski** **5.7.15**
OWNER/BUILDER OR CONTRACTOR NAME DATE
1337 Lincoln Avenue 6502808663
ADDRESS PHONE
SIGNATURE OF OWNER/BUILDER OR CONTRACTOR

CONSTRUCTION LENDING AGENCY
I hereby affirm that there is a construction Lending agency for the performance of the work for which this permit is issued. (Sec. 3097, Civil Code C.)
Lender's Name:

READ & ACKNOWLEDGED ALL 4 PAGES
Buyer _____ Date _____
Buyer _____ Date _____

Issuing Agent:

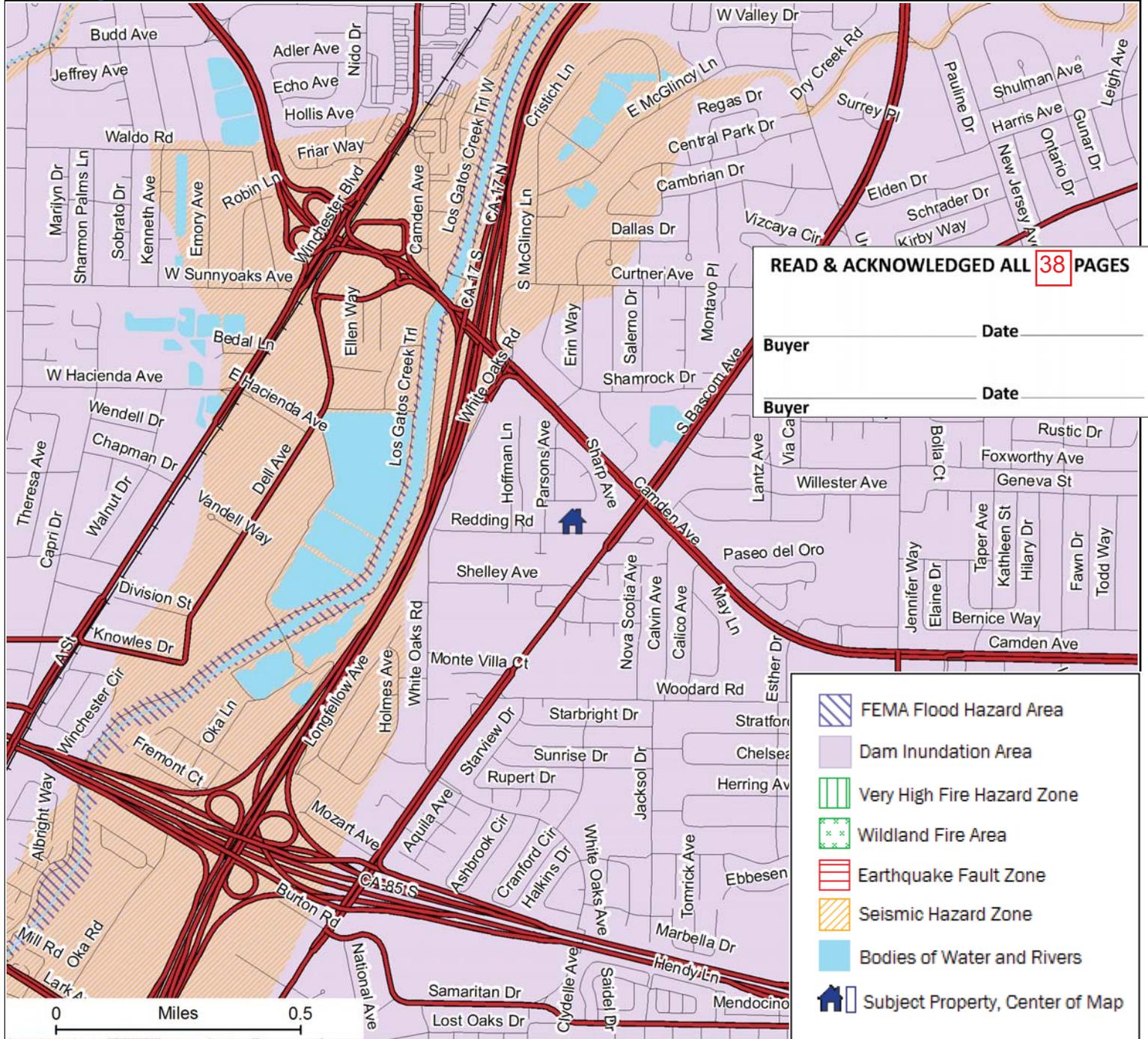
To Schedule Inspections Call (408) 866-2706

This Permit shall expire by limitation if major inspections are not performed and passed within 180 days of issuance or if work is abandoned for more than 180 days.

Property Address: 309 REDDING RD
CAMPBELL, CA 95008-6717
Parcel Number: 414-33-009

Date: 6/15/2015
Order Number: 150615-00488

Statutory Natural Hazard Disclosures



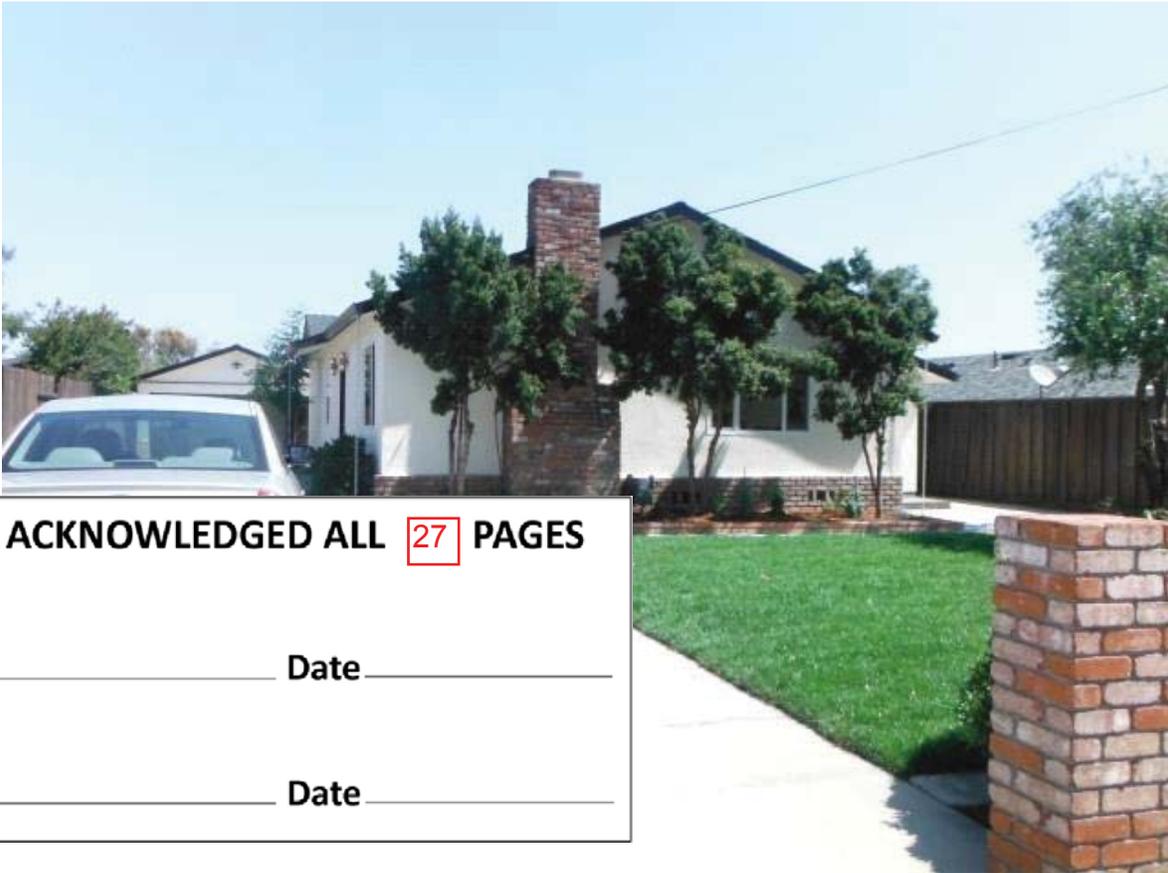
- IS IS NOT Located in a FEMA Special Flood Hazard Area.
- * IS IS NOT Located in a Dam Inundation Area.
- IS IS NOT Located in a Very High Fire Hazard Severity Zone.
- IS IS NOT Located in a Wildland Fire Area.
- IS IS NOT Located in an Alquist-Priolo Earthquake Fault Zone.
- IS IS NOT Located in a Seismic Hazard Zone.

This map is for your aid in locating natural hazard areas in relation to the subject property described above. Please verify street address and/or assessor's parcel number for accuracy. The map is intended for informational purposes only. The company assumes no liability (express or implied) for any loss occurring by reference, misinterpretation, misuse, or sole reliance thereon. **This map is not intended for use as a substitute disclosure under California Civil Code § 1103.2**

* Please read the report for further information



Home Inspection Report



READ & ACKNOWLEDGED ALL 27 PAGES

Buyer Date _____

Buyer Date _____

309 Redding Road, Campbell

Ordered by: Todd Beardsley
Menlo Atherton Realty
338 Greenoaks Drive
Atherton, CA 94027

Inspected by: 
David Darrow
June 11, 2015

WOOD DESTROYING PESTS AND ORGANISM INSPECTION REPORT

Building No. 309	Street Redding Road	City Campbell	ZIP 95008	Date of Inspection 6/11/2015	Number of Pages Page 1 of 6
 <div style="display: inline-block; vertical-align: middle; margin-left: 10px;"> 510 Madera Avenue San Jose, CA 95112 (855) 331-1900 • Fax (408) 993-1944 </div>					
Registration #: PR1452		HomeGuard #: 351815		Escrow #:	
Ordered By: Todd Beardsley Menlo Atherton Realty 338 Greenoaks Drive Atherton, CA 94027		Property Owner/Party in Interest: Bogdon Ryczkowski 309 Redding Road Campbell, CA 95008		Report Sent to:	
COMPLETE REPORT <input checked="" type="checkbox"/> LIMITED REPORT <input type="checkbox"/> SUPPLEMENTAL REPORT <input type="checkbox"/> REINSPECTION REPORT <input type="checkbox"/>					
General Description: One story, single family wood framed residence with stucco exterior.				Inspection Tag Posted: Kitchen Sink	
				Other Tags Posted: None noted	
An inspection has been made of the structure(s) shown on the diagram in accordance with the Structural Pest Control Act. Detached porches, detached steps, detached decks and any other structures not on the diagram were not inspected.					
Subterranean Termites <input type="checkbox"/> Drywood Termites <input checked="" type="checkbox"/> Fungus / DryRot <input checked="" type="checkbox"/> Other Findings <input checked="" type="checkbox"/> Further Inspection <input checked="" type="checkbox"/>					
If any of the above boxes are checked, it indicates that there were visible problems in accessible areas. Read the report for details on checked items.					
Key to Items on diagram: [1] Section 1 Items [2] Section 2 Items [3] Unknown Further Inspection Items					

**SEE DIAGRAM ON PAGE
2 OF THIS REPORT**

READ & ACKNOWLEDGED ALL 10 PAGES

_____ Date _____

Buyer

_____ Date _____

Buyer

Inspected by: **Thomas Powell**

License#: **FR17123**

Signature: _____



You are entitled to obtain copies of all reports and completion notices on this property filed with the board during the preceding two years. To obtain copies contact: Structural Pest Control Board, 2005 Evergreen Street, Suite 1500, Sacramento, California 95815.

NOTE: Questions or problems concerning the above report should be directed to the manager of the company. Unresolved questions or problems with services performed may be directed to the Structural Pest Control Board at (916)561-8700, (800) 737-8188 or www.pestboard.ca.gov.

Property Information (APN: 414-33-009)**Situs Address (es) :** 309 REDDING RD CAMPBELL 95008-6717**Mailing Address:** 1337 LONCOLN AV PALO ALTO CA 94301**Current Information Assessed Value**

PROPERTY INFORMATION			
Document No:	22825716	Document Type:	GRANT DEED
Transfer Date:	1/13/2015	Tax Default Date:	N/A

READ & ACKNOWLEDGED ALL 4 PAGES**TAX RATE AREA INFORMATION 010-009**

City:	Campbell	Buyer _____	Date _____
Elem. School:	Cambrian	Buyer _____	Date _____
High School:	Campbell Union	Buyer _____	Date _____
Comm. College:	West Valley Jt(43,44)	Buyer _____	Date _____
Air Quality Mgmt.:	Bay Area Jt(1,7,21,28,38,41,43,48,49,57)		
Sanitation:	West Valley		
County Service:	Area No. 01 (library Services), Benefit Assessment		
County Service:	Area No. 01 (library Services)		
County Water:	Santa Clara Valley		
County Water:	Santa Clara Valley-zone C-1		
County Water:	Santa Clara Valley-zone W-4		
Water-misc.:	Santa Clara County Importation		

VALUE INFORMATION (Assessed Information as of 6/30/2014)

Real Property		Business		Exemptions		Net Assessed Value
Land:	\$141,302	Fixtures:	\$0	Homeowner:	\$0	
Improvements:	\$132,714	Structure:	\$0	Other:	\$0	
		Personal Property:	\$0			
Total:	\$274,016	Total:	\$0	Total:	\$0	\$274,016

DISCLAIMER: This service has been provided to allow easy access and a visual display of County information. A reasonable effort has been made to ensure the accuracy of the data provided; nevertheless, some information may be out of date or may not be accurate. The County of Santa Clara assumes no responsibility arising from use of this information. ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating the data. [Revenue and Taxation Code Section 408.3(c)]



Buyers initials _____

**C.L.U.E.® - COMPREHENSIVE LOSS UNDERWRITING EXCHANGE
HOME SELLER'S DISCLOSURE REPORT**

Date of Order: 06/17/2015
Date of Receipt: 06/17/2015
C.L.U.E.® Ref #: 15168221309121
Recap: Risk - 0 Claim(s) reported.

SEARCH REQUEST

Risk Address: 309 REDDING RD , CAMPBELL, CA 95008-6717

REPORTED CLAIM HISTORY FOR RISK

The C.L.U.E.® Home Seller's Disclosure Report is specifically designed for use only in the real estate disclosure process. This report provides a five-year insurance loss history reported by insurance companies that are associated with the risk address shown in the Search Request section of this report. This report is a reflection of the C.L.U.E.® database at the time of the date of order.

No claim losses were reported to LexisNexis on the Risk Address listed above .

Prepared by: COMPREHENSIVE LOSS UNDERWRITING EXCHANGE - LexisNexis Risk Solutions, LLC

To challenge the accuracy of specific information an insurance company provided or to enter a statement explaining the loss more fully, contact LexisNexis Consumer Center, P.O. Box 105108, Atlanta, GA 30348-5108, Telephone: 1-888-497-0011(toll free) Monday-Friday 8:00 a.m. to 7:00 p.m. EST, www.consumerdisclosure.com . Please note that you can only challenge losses for which you were the policyholder.

"C.L.U.E." is a registered trademark of LexisNexis Risk Solutions, LLC.

Agent Full

Buyers initials



MLS #: ML81469613
 Beds: 4
 Baths (F/P): 4 (3/1)
 Apprx. Sqft: 1,900 SqFt
 Apprx Lot: 9,900 SqFt
 Apprx Acr.: 0.23 Acres
 Age/Yr B.: 75/1940
 Parcel#: 414-33-009
 DOM: 0
 Trnsf Tx: No
 POS Ord.: No
 Walk Score [58](#)
Recent:
06/10/2015 : NEW

309 Redding Rd , Campbell 95008

County: Santa Clara
 Area: 14 - Cambrian
 Class: Res. Single Family / Detached
 Land Use:
 Comm: 2.5%
 L. Type/Service: Exclusive Right to Sell, Full Service
 Special Info: Not Applicable / Not Disclosed
 Fin Terms:
 Possession: COE
 Public:

Status: Active
 Orig Price: \$1,199,000
 List Price: **\$1,199,000**
 Sale Price:
 \$/SqFt: \$631.1
 Zoning: R-1-6
 Incorporation: Yes
 City Limit: Yes

Dates:
 Original: 06/10/2015
 List: 06/10/2015
 Sale:
 COE:
 Expires: 08/15/2015
 Off Mrkt:

Completely renovated in 2015! 4BR 3.5BA beautiful home with great open floor plan, spacious living room with fireplace, separate dining area, large master suite. Skylights throughout! High quality construction with many energy efficient features. Sunny & bright all around, private backyard perfect for gatherings with family & friends. 2-car detached garage. Close to shopping (walkability score - 58, bikeable score - 63 on walkscore.com), and highways 85 & 17. Great schools: Farnham, Price and Leigh.

Private: No show before June 13 open house. Shoes off in house, please! Offers will be reviewed on June 23 at 1 pm. Email only. Disclosures will be ready by June 13.

Showing & Location

Showing Information

Occupied By: Vacant
 Show Contact:
 Phone: (650) 630-3313
 Instructions: Go Directly, Lockbox - Supra iBox

Owner: V
 Gate Code:
 Add Instruct:

Map

X Street: S. Bascom
 Directions:

School

Elem: **Farnham Charter** / Cambrian Elementary
 Middle: Price Charter Middle
 High: **Leigh High** / Campbell Union High

Open House

06/13/2015	1:30PM-4:30PM	Host:	Inna Beardsley
06/14/2015	1:30PM-4:30PM	Host:	inna Beardsley
06/20/2015	1:30PM-4:30PM	Host:	Inna Beardsley
06/21/2015	1:30PM-4:30PM	Host:	Inna Beardsley

Features

Accessibility: Bathroom Features, Kitchen Features, Parking
 Bath Features: Double Sinks, Dual Flush Toilet(s), Granite, Shower and Tub, Skylight(s), Stall Shower, Stone, Tile, Tub w/Jets, Updated Bath(s)
 Communication: Audio/Video Prewired, Cable TV
 Kitchen: Countertop - Stone, Dishwasher (s), Garbage Disposal (s), Hood Over Range, Hookups - Gas, Ice Maker, Island with Sink, Refrigerator (s)
 Construct Type: Wood Frame
 Laundry: Hookups Only
 Cooling: Central Forced Air
 Dining Rm: Dining Area in Family Room, No Formal
 Energy Sav: Double Pane Windows, Energy Star Appliances, Energy Star HVAC, Energy Star Lighting, Low Flow Toilet(s), Skylight(s), Tankless Water Heater
 Ext. Amenities: Back Yard, Balcony/Patio(s), Sprinkler(s) - Auto
 Lot Desc: Grade - Level
 Other Rooms: Formal Entry, Great Room, Guest House, Laundry Room
 Family Room: Kitchen/Family Room Combo
 Pool: No
 Fence: Complete Perimeter, Fenced Front, Partial, Wood
 Pool Features:
 Fireplace: #1 / Wood Burning
 Prop Condition: Built/ Remodeled Green

Flooring: Hardwood, Tile
 Foundation: Concrete Perimeter and Slab, Crawl Space
 Heating: Central Forced Air - Gas
 Horse: No
 Interior: Skylight(s), Walk-in Closet
Garage/Parking
 Garage: 2
 Carport:
 Open Parking: 2
 Features: Detached

Roof: Shingle
 Security: Fire Alarm(s), Secured Garage/Parking
 Soil Condition: Unknown
 Stories: 1
 Style:
 View: None

Buyers initials _____

Structure(s)
 Type: Guest House(s)
 2nd Structure: 500
 2nd Strct. Desgarage&1/1unit

Sewer: Sewer - Public, Sewer Connected
 Water: Public, Available at Site

Utilities
 Electricity: Available - Not On Site, Individual Electric Meters, Ir

Consumer Site:Yes
 Address Format>Show Full Address

Distribution
 VOW-AVM: Yes
 VOW-CommentYes

Documents and Disclosures

Green Rated: No
 Hazard: Fault Zone - See Report, Flood Zone - See Report, Lead Hazard Disclosure, Natural Hazard Disclosure
 Other: Building Permit, Corporate Ownership, Disclosure Package Available, Mello-Roos Information
 Disclosures URL
 Public Docs: [See BuildFax](#) (Subscription Needed)

Contact Information

LA: [Todd Beardsley](#) LA Ph: (650) 630-3313 LA Fx: (650) 452-1595
 LA Lic#: 01109812 LA Em: todd@menloathertonrealty.com
 LO: [Menlo Atherton Realty](#) LO Ph: (650) 630-3313 LO Fx: (650) 473-0800

History

Click Arrow for Property History

MLS #	Change Date	Field Name	Old Value	New Value	Broker Code	List / Sell Office
ML81469613	06/10/2015	Status		A (\$1,199,000)	MARLT.1	Menlo Atherton Realty
ML81339300	12/17/2014	Status	W	C	NTERO.6	Intero Real Estate Services
ML81339300	10/28/2013	Status	A	W	NTERO.6	Intero Real Estate Services
ML81339300	10/28/2013	Status		A (\$1,500,000)	NTERO.6	Intero Real Estate Services
ML81028570	06/08/2011	Status	W	E	CBR.74	Coldwell Banker-Los Gatos
ML81028570	10/14/2010	Status	A	W	CBR.74	Coldwell Banker-Los Gatos
ML81028570	08/10/2010	ListPrice	\$549,000	\$499,000	CBR.74	Coldwell Banker-Los Gatos
ML81028570	07/27/2010	ListPrice	\$599,000	\$549,000	CBR.74	Coldwell Banker-Los Gatos
ML81028570	06/09/2010	Status		A (\$599,000)	CBR.74	Coldwell Banker-Los Gatos

Additional Photos

Click Arrow for Photos



PLN2019-176

Supporting Document:

-

San Jose ADU Amnesty Form

Notes:

A) 309 Redding meets all requirements

ADU AMNESTY PROGRAM

Self-Assessment Checklist

BB

Did you construct an accessory dwelling unit (ADU) or convert a garage, basement, or room into a separate living unit — also called an ADU — without obtaining a building permit? This checklist helps you explore the City's ADU Amnesty Program, which is designed to help you legalize your unit.

Why should I legalize my unit?

- **Reduce risks to occupants.** Units that are unpermitted may unknowingly present serious health and safety risks to the occupants.
- **Reduce liability.** An illegal unit poses significant liability to the owner. For example, insurance will not cover damages from a fire that starts in an illegal unit.
- **Increase property value.** Improve the potential for both rental income and resale value by legalizing the unit.
- **Peace of mind.** Legalizing your unit may eliminate worries about a code enforcement action against you.
- **Now through January 2022, save \$10,000 or more.** Fee waivers that may total over \$10,000 will expire when the ADU Amnesty Program ends in January 2022. See page 3.

What is this checklist and who sees it? This checklist is for you. It will help you explore the program and give you a rough idea of the work needed to obtain a permitted unit. If you decide to proceed with the program, a City representative will obtain information from you similar to what is on this checklist.

SECTION A. ABOUT THE UNIT TO BE LEGALIZED

1. **Complete the table below.** The year that the unit was built or converted determines which building codes apply to your unit. For example, for an ADU built in 1980, the building codes in effect in 1980 would apply. You may enter an estimated year. For total square footage: Add the square footage of all living areas connected by a door or other opening, including bathrooms and closets.

Check your type of unit/s below. State law allows a single-family home to have one detached ADU and one junior ADU (JADU). A combination of an attached ADU and a JADU is not allowed.	Total square feet (sf) of ADU	Year home was built	Year ADU was built or converted
<input type="checkbox"/> Attached Garage Conversion - An attached garage was converted to a living unit.			
<input type="checkbox"/> Basement Conversion - A basement was converted to a living unit.			
<input checked="" type="checkbox"/> Detached Unit Construction or Conversion - A living unit was constructed separate from the main home, or a detached garage or other structure was converted to a living unit.	458	1940	1980's
<input type="checkbox"/> Interior Room Conversion (JADU) - A room within the main home was converted to a living unit. This is called a "junior accessory dwelling unit" or JADU.			

2. **Is the property in a geohazard zone, landslide zone, or in flood zones A, AE, AH, or AO?** YES ___ NO

Find out at www.sjpermits.org: Tap "Permits & Property Information"; enter your address; on the next screen, click on your property and select "Property Information." A list of designations will appear. The Amnesty Coordinator can also provide this information; call 408-535-7770.

Outcome: Properties in geohazard or landslide zones may need a Geohazard Clearance with a non-waivable fee that is determined by scope of work. Please note that a converted basement will not be permitted in flood zones A, AE, AH, or AO.

For questions: Geohazard Clearance - Call 408-535-7802 Flood Zones - Call 408-535-7803

continued >

SECTION B. BASIC HEALTH & SAFETY REQUIREMENTS

You will be required to comply with Health & Safety Code 17920.3 and San José Municipal Code 17.20.900. If the City's third-party inspector visits your property and observes basic health and safety hazards as listed in Section B, you must fix such items as soon as reasonably possible. For life-threatening hazards, you may be obligated to vacate the unit and move the occupants into other premises until repairs are made.

INSTRUCTIONS: For each item, a "No" answer indicates that a repair or a degree of reconstruction is needed. You can obtain estimated costs for this work by speaking with professional contractors.

QUESTION	YES	NO	Not Sure	Notes
3. Is the unit free of significant structural damage or defects due to deterioration, such as tilting walls or sagging roofs that present hazards?	✓			
4. Is the unit free of sewer gas smells?	✓			
5. Is the unit free of exposed electrical wiring?	✓			
6. Are rooms used for sleeping free of a gas furnace, water heater, stove or other gas appliance?	✓			
7. Is there a smoke detector in the unit and in each bedroom?	✓			
8. Is there a carbon monoxide detector in the unit?	✓			
9. Is there a direct exit from the unit to the outside?	✓			

SECTION C. REQUIREMENTS TO GET A BUILDING PERMIT

IMPORTANT: 5-year delay of enforcement. While you must correct any violations in Section B as soon as reasonably possible, for items in Section C, you can either proceed to getting your building permit OR state law allows you to apply to the City for a five-year delay. See also page 3.

To get a building permit, you will be required to comply with the building codes for the year the unit was built or converted. The questions below do not represent all the codes and issues that may apply to your unit. These are only examples of common issues. The initial inspection will result in a detailed report of the work needed to get a building permit. If you decide you are not ready to proceed, you may apply for the five-year delay of enforcement of these codes.

QUESTION	YES	NO	Not Sure	Notes
10. Does the unit have a foundation?	✓			
11. Is the ceiling at least 7'6" or at least 6'8" in bathrooms and closets?	✓			
12. Are the roof, walls, and floors free of holes and any leaks?	✓			
13. Is there a toilet? Or for a JADU*, is there access to a toilet?	✓			
14. Is there a shower or tub and a sink with running hot and cold water? Or for a JADU* is there access to the main home bathroom?	✓			
15. Is there an exhaust fan or operable window to vent the bathroom?	✓			
16. Does the unit have its own heating system with a thermostat?	✓			
17. Does the unit have facilities for cooking and a kitchen sink?	✓			
18. Does the unit have an exterior door that is at least 3' wide and 6'8" high?	✓			
19. Are there working electrical outlets and light switches in all rooms?	✓			
20. Does the electrical panel box serving the unit have adequate capacity with appropriate fuses and circuit breakers?	✓			

* A Junior ADU (JADU), is a room within the main home or attached garage that is converted to a separate living unit.

QUESTION	YES	NO	Not Sure	Notes
21. Does the occupant have access to the circuit breakers for the ADU without entering the main house?	✓			
22. If stairs are needed to access the ADU, is there a handrail and guards?	✓			

SECTION D. UNDERSTANDING THE PROGRAM

To understand how the ADU Amnesty Program works, please read the following carefully.

Eligibility conversation. After completing this checklist, call the Amnesty Coordinator so you can ask questions and get a better understanding of what your project might entail. Call 408-535-7770. There are no obligations with this call. You will not be asked for your name or address unless you're ready to schedule an initial inspection.

What are my obligations? Once the City's third-party inspector arrives at your property for the initial inspection, you are obligated to take the actions necessary to legalize your unit. For Section B items, you must correct violations as soon as reasonably possible. For Section C items, you may proceed with getting your permit OR you may apply for a five-year delay of enforcement.

5-year delay of enforcement. Once your illegal unit is identified by the City, you are required to legalize the unit in a timely manner. However, State law allows you to apply to the City for a five-year delay of enforcement on items described in Section C; this would allow you to have five years to complete the legalization process. You cannot delay the items listed in Section B.

Cost estimates. We highly recommend that you obtain quotes from an experienced, licensed contractor to understand the costs of making necessary improvements to legalize your ADU.

\$10,000-plus savings in fee waivers for qualified participants. Through January 2022, this program provides penalty-free assistance on legalizing your unit. If you rent your unit and qualify for the Business Tax Financial Hardship Exemption, you may also save on additional fees — see the table below. Apply for the exemption by first registering your rental property at www.sanjoseca.gov/businessstax.

Business tax financial hardship criteria. All residential landlords are required to register for the City's Business Tax, which is approximately \$200 annually. Owners of ADUs qualify for a business tax exemption if:

- Annual gross receipts (rental income) are \$24,980 or less, OR
- ADU owner's adjusted gross income is \$49,960 or less

Save Money with ADU Amnesty Waivers	ADU Size	
	Under 750 sf	750 sf & Over
* Proof of Business Tax Financial Hardship Exemption is required to qualify		
a) Amnesty for all applicants - illegal construction penalty is waived	\$ 1,435	\$ 2,088
b) *Annual Business Tax approximately:	200	200
c) *Permit Fee	5,900	5,900
Savings Subtotal	\$ 7,535	\$ 8,188
d) *Park Impact Fee - \$1,700 to \$8,900 depending on location of the property.	\$1,700 to \$8,900	
e) School Fee - State law waives this fee for all units under 750 sf. The amount depends on the school district in which the property is located.	amount depends on school district	not available
To look up your Park Impact fee and School fee, see the ADU Amnesty webpage at www.sanjoseca.gov/ADUs .		

NEXT STEPS

Please review the steps on page 4 in the diagram, "Your Pathway to a Legalized ADU."

QUESTIONS?

For more information, visit the Amnesty webpage at www.sanjoseca.gov/ADUs.

For questions: Email: ADUAmnesty@sanjoseca.gov Phone: 408-535-7770

ADU AMNESTY PROGRAM

Your Pathway to a Legalized ADU

Find bulletins, forms and information listed below on the Amnesty webpage at: www.sanjoseca.gov/ADUs



1. Complete the Self-Assessment Checklist

Use the checklist to determine if the Amnesty Program is right for you.



2. Eligibility Conversation

Call the Amnesty Coordinator at 408-535-7770 for a conversation about your project. We won't ask for your name or address. Review your obligations and the 5-year delay of enforcement option with the coordinator.

If you are ready:

- Schedule your initial inspection.
- Complete the Business Tax Financial Hardship Exemption form so that you may qualify for fee waivers. Learn more on the Amnesty webpage at www.sanjoseca.gov/ADUs.



3. Initial inspection is conducted

The City's third-party inspector will examine the space, take photos, and generate a report that outlines any required work. You will receive a copy of the report.

Upon inspection, you are obligated to fix violations to any basic health and safety codes as soon as reasonably possible. You are also obligated to legalize the unit, and may do so within five years.



4. Hire a professional designer to draft plans and a contractor to construct your project

The construction plans should be prepared following instructions in Bulletin 211 ADU Plan Requirements.

TIP: Submitting complete, accurate plans is the key to getting your building permit as quickly as possible.



5. Schedule submittal of plans

Call 408-535-7770 to schedule an appointment. Bring:

- Construction plans
- Form 310 Building Permit Application
- Form 312 ADU Property Owner Declaration
- Proof of (1) Business Tax registration and (2) payment of Business Tax or approval of financial hardship exemption.

If you are subject to any fees, be ready to pay. Payment options:

- Make check payable to "City of San José"
- Pay with credit card at the City Hall Cashier window
- Pay online at www.sjpermits.org.



6. Permit Issued

A Permit Pass will be sent to your email address. You can then pick up your building permit at the Code Enforcement counter, 4th floor at City Hall.



7. Proceed with construction and inspections

Your contractor should read Bulletin 213 Inspection Checklist for ADUs for tips on how to avoid costly common construction mistakes.

Your contractor should also schedule the inspections by calling 408-535-7770.



Done!

Your ADU is legalized! Congratulations!

PLN2019-176

Supporting Document:

-

**Communication with Mr Joseph
Hatfield**

(ADU coordinator + code enforcement officer
at San Jose City)

Notes:

A) San Jose City will help a similar ADU unit in the
city to get permit



ADU Amnesty

19 messages

Hatfield, Joseph <joseph.hatfield@sanjoseca.gov>
To: "dev3042@gmail.com" <dev3042@gmail.com>

Thu, Feb 20, 2020 at 3:47 PM

Hi Dave,

I am the ADU Amnesty Coordinator. The main concern you will have is the fire clearance. They want the 3' clear around the building. We have some authority to help with the zoning requirements, but we don't have everything worked out with the Fire Department yet. I would suggest checking back in with me in a month or so.

Joseph (JC) Hatfield, Code Enforcement Supervisor
Planning, Building and Code Enforcement
Code Enforcement Division
[200 E. Santa Clara St.](#)
[San Jose, CA 95113](#)
Phone: (408) 535-5674
Email: joseph.hatfield@sanjoseca.gov
www.sanjoseca.gov/codeEnforcement

dev3042 . <dev3042@gmail.com>
To: "Hatfield, Joseph" <joseph.hatfield@sanjoseca.gov>
Bcc: hiya <nandini.bhattacharyya@gmail.com>

Thu, Feb 20, 2020 at 3:52 PM

Hi Mr Hatfield
Thanks for your reply !
First of all - please accept my congratulations for what you all are doing in the city of San Jose !

Coming to the Fire safety requirements - Will the FIRE GRADED walls help for this cause ?
How are the exiting structures getting by this restrictions?

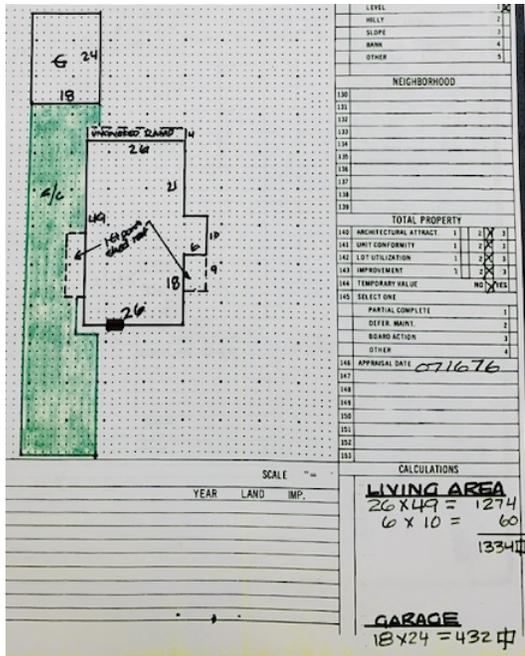
Thanks
Dave
4088963042
[Quoted text hidden]

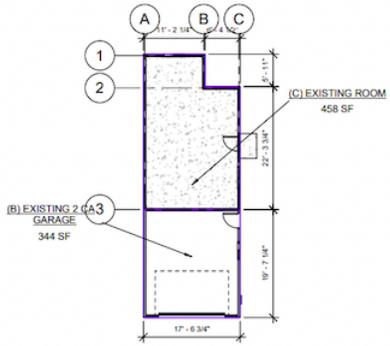
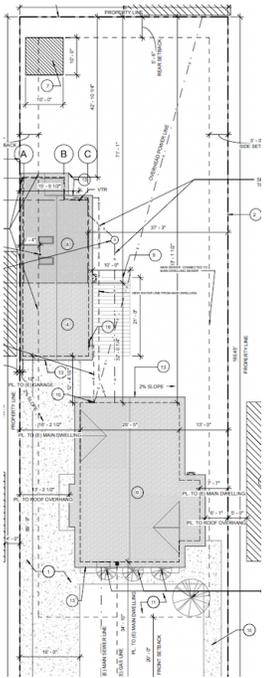
dev3042 . <dev3042@gmail.com>
To: "Hatfield, Joseph" <joseph.hatfield@sanjoseca.gov>

Thu, Feb 20, 2020 at 4:04 PM

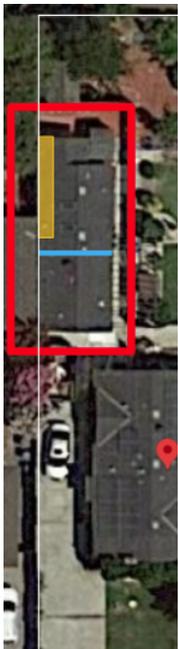
Also I wanted to add a few more details without disclosing my address ..

Attached is my property diagram and the present ADU structure that I had an architect friend draw for me.
Look forward to hear from you..





The box in Yellow is in question



[Quoted text hidden]

Right now Fire allows for the 0' setback if there are fire sprinklers. We would like them to approve some sort of rated assembly, but we aren't there yet.

Joseph (JC) Hatfield, Code Enforcement Supervisor
Planning, Building and Code Enforcement
Code Enforcement Division
[200 E. Santa Clara St.
San Jose, CA 95113](mailto:joseph.hatfield@sanjoseca.gov)
Phone: (408) 535-5674
Email: joseph.hatfield@sanjoseca.gov
www.sanjoseca.gov/codeEnforcement

From: dev3042 . <dev3042@gmail.com>
Sent: Thursday, February 20, 2020 4:04 PM
To: Hatfield, Joseph <joseph.hatfield@sanjoseca.gov>
Subject: Re: ADU Amnesty

[External Email]

[Quoted text hidden]

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

dev3042 . <dev3042@gmail.com>
To: "Hatfield, Joseph" <joseph.hatfield@sanjoseca.gov>

Thu, Feb 20, 2020 at 4:48 PM

Thank you Mr Hatfield.
I actually met a fire marshal at the county of Santa Clara and discussed on the safety of the ADU and he mentioned that they recommend premium FIRE GRADED walls but if the main dwelling do not have sprinklers then theres no need to add them in the in-laws unit.

However my major concern was if city of San Jose will allow a setback of 10 inches (the ADU laws says it needs to be 4 feet if its an un-permitted unit). This unit was build in 1980's and we have Google earth pictures to prove that.

Regards
-Dave
[Quoted text hidden]

Hatfield, Joseph <joseph.hatfield@sanjoseca.gov>
To: "dev3042 ." <dev3042@gmail.com>

Fri, Feb 21, 2020 at 3:12 PM

San Jose Fire Department wants at least 3', but they are willing to make exceptions under certain circumstances. One of the main exceptions is if there are fire sprinklers, but we are working on getting approvals in other circumstances (potentially, fire walls)

Joseph (JC) Hatfield, Code Enforcement Supervisor
Planning, Building and Code Enforcement
Code Enforcement Division
[200 E. Santa Clara St.
San Jose, CA 95113](mailto:joseph.hatfield@sanjoseca.gov)
Phone: (408) 535-5674
Email: joseph.hatfield@sanjoseca.gov
www.sanjoseca.gov/codeEnforcement

From: dev3042 . <dev3042@gmail.com>
Sent: Thursday, February 20, 2020 4:48 PM
[Quoted text hidden]

[Quoted text hidden]

dev3042 . <dev3042@gmail.com>
To: "Hatfield, Joseph" <joseph.hatfield@sanjoseca.gov>

Fri, Feb 21, 2020 at 3:36 PM

Hi Mr Hatfield
Thanks for indulging my my repetitive questions in emails after emails - really appreciate it !

Can you please confirm that with fire sprinklers or fire walls, we will not need to break the unit for the 4 feet setback requirement? Present setback = 10 inches
As I have mentioned - thats the BIGGEST concern I have. The unit is just 458 sq feet and if we have to take the setback into account it will be 360 sq feet (defeats the very purpose of having the ADU)

I am adding some pictures of the unit for your reference

Thanks
Dave
[Quoted text hidden]

5 attachments

B42305CF-0D29-4E3C-AEC9-E06320051779_1_100_o.jpeg
304K



8D5399DB-B72C-4BA7-B81F-A954D88265EC_1_100_o.jpeg
200K



7E3FA93E-75AD-4123-9158-C13CA8AE3C3E.png
1312K



63CBB961-A70D-4239-A582-7811EAAF5CA1.png
1376K



D03E3F9F-4359-4362-98AD-A19F6ED8DAEF.png
1112K

Hatfield, Joseph <joseph.hatfield@sanjoseca.gov>
To: "dev3042 ." <dev3042@gmail.com>

Fri, Feb 21, 2020 at 3:44 PM

Hi Dave,

Where are you getting the 4' requirement? I want to make sure I am seeing what you are seeing before I answer.

Joseph (JC) Hatfield, Code Enforcement Supervisor
Planning, Building and Code Enforcement
Code Enforcement Division
[200 E. Santa Clara St.](#)
[San Jose, CA 95113](#)
Phone: (408) 535-5674
Email: joseph.hatfield@sanjoseca.gov
www.sanjoseca.gov/codeEnforcement

From: dev3042 . <dev3042@gmail.com>
Sent: Friday, February 21, 2020 3:36 PM

[Quoted text hidden]

[Quoted text hidden]

dev3042 . <dev3042@gmail.com>
To: "Hatfield, Joseph" <joseph.hatfield@sanjoseca.gov>

Fri, Feb 21, 2020 at 3:48 PM

Hi Mr Hatfield,

I have been reading up on the new state ADU laws under the absence of professional guidance. Under SB-13, where it mentions that any un-permitted building will need a minimum side setback = 4 feet https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201920200SB13

This bill would prohibit a local agency from establishing a minimum square footage requirement for either an attached or detached accessory dwelling unit that prohibits an efficiency unit, as defined. The bill would also prohibit a local agency from establishing a maximum square footage requirement for either an attached or detached accessory dwelling unit that is less than 850 square feet, and 1,000 square feet if the accessory dwelling unit contains more than one bedroom. The bill would also instead prohibit a local agency from establishing any other minimum or maximum size for an accessory dwelling unit, size based upon a percentage of the proposed or existing primary dwelling, or limits on lot coverage, floor area ratio, open space, and minimum lot size for either attached or detached dwelling units that prohibit at least an 800 square foot accessory dwelling unit that is at least 16 feet in height and **with a 4-foot side and rear yard setbacks.**

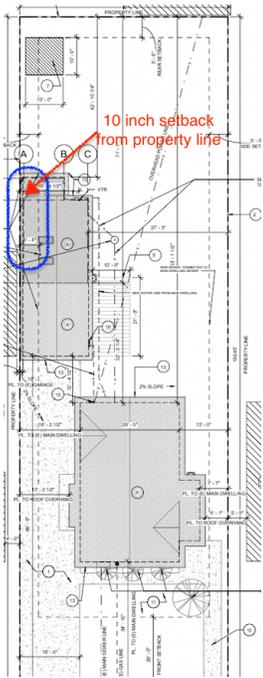
In the same state law, I noticed:
(xii) Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary residence.

Thanks
Dave
[Quoted text hidden]

dev3042 . <dev3042@gmail.com>
To: "Hatfield, Joseph" <joseph.hatfield@sanjoseca.gov>

Fri, Feb 21, 2020 at 3:55 PM

Here:



[Quoted text hidden]

Hatfield, Joseph <joseph.hatfield@sanjoseca.gov>
To: "dev3042 ." <dev3042@gmail.com>

Fri, Feb 21, 2020 at 4:01 PM

Oh okay, you are looking at the bill rather than the City ordinance! That makes sense.

So! They are providing minimums. We can (and do) allow for a more lenient setback. Per planning, single-story detached adus do not have side or rear setback requirements at all. It can be right on the property line (per planning).

As for fire sprinklers, fire is not requiring fire sprinklers... technically. They are saying you are required to have a 3' setback all the way around the building, but (in your case) if you apply for a variance, and choose to install fire sprinklers, they will allow you to forego the required 3'. We are trying to get it worked out so that there are additional methods to receive that variance. That is why it is probably in your best interest to wait.

Joseph (JC) Hatfield, Code Enforcement Supervisor
Planning, Building and Code Enforcement
Code Enforcement Division
[200 E. Santa Clara St.
San Jose, CA 95113](http://200.E.SantaClaraSt.SanJoseCA95113)
Phone: (408) 535-5674
Email: joseph.hatfield@sanjoseca.gov
www.sanjoseca.gov/codeEnforcement

From: dev3042 . <dev3042@gmail.com>
Sent: Friday, February 21, 2020 3:48 PM

[Quoted text hidden]

[Quoted text hidden]

dev3042 . <dev3042@gmail.com>
To: "Hatfield, Joseph" <joseph.hatfield@sanjoseca.gov>
Bcc: hiya <nandini.bhattacharyya@gmail.com>, Dev <dev3042@gmail.com>

Fri, Feb 21, 2020 at 4:06 PM

Thank you Mr Hatfield !
The amount of patience you have shown with my queries - we need more folks with that attribute.

I agree - fire grading the walls will be less disruptive. I will wait for a month or so and get back to you

Dave
[Quoted text hidden]

Hatfield, Joseph <joseph.hatfield@sanjoseca.gov>
To: "dev3042 ." <dev3042@gmail.com>

Fri, Feb 21, 2020 at 4:08 PM

Sorry about the confusion! Talk to you next month.

Sent from my Sprint Samsung Galaxy Note10+.
Get [Outlook for Android](#)

From: dev3042 . <dev3042@gmail.com>
Sent: Friday, February 21, 2020 4:06:49 PM

[Quoted text hidden]

[Quoted text hidden]

dev3042 . <dev3042@gmail.com>
To: "Hatfield, Joseph" <joseph.hatfield@sanjoseca.gov>

Fri, Mar 6, 2020 at 3:52 PM

Hi Mr Hatfield,
I hope this email finds you in good spirits!
I thought of sending a friendly reminder and draw your attention to this matter once more.
Did you get an opportunity to discuss the matter with the fire department and is there any new development?

Thanks a lot
Dave

[Quoted text hidden]

Hatfield, Joseph <joseph.hatfield@sanjoseca.gov>
To: "dev3042 ." <dev3042@gmail.com>

Wed, Mar 11, 2020 at 8:51 AM

It has been escalated. Currently, my manager is working with other interdepartmental managers to figure it out on our end. I don't think they have even talked to fire yet. I did find out that they are accepting 1-1/4" pvc lines ran to the ADU without a meter upgrade if you want to use fire sprinklers as a mitigation measure to approve the variance. Fewer hurdles than I would have suspected.

Joseph (JC) Hatfield, Code Enforcement Supervisor
Planning, Building and Code Enforcement
Code Enforcement Division
[200 E. Santa Clara St.](#)
[San Jose, CA 95113](#)
Phone: (408) 535-5674
Email: joseph.hatfield@sanjoseca.gov
www.sanjoseca.gov/codeEnforcement

From: dev3042 . <dev3042@gmail.com>
Sent: Friday, March 6, 2020 3:52 PM

[Quoted text hidden]

[Quoted text hidden]

dev3042 . <dev3042@gmail.com>
To: "Hatfield, Joseph" <joseph.hatfield@sanjoseca.gov>

Wed, Mar 11, 2020 at 1:49 PM

Hi Mr Hatfield,
Thanks you for the update.

Is there a chance that the variance can be less disruptive? Like adding fire grading walls
Is SJC working towards that?

-Dave
[Quoted text hidden]

dev3042 . <dev3042@gmail.com>
To: "Hatfield, Joseph" <joseph.hatfield@sanjoseca.gov>

Mon, Jun 8, 2020 at 11:40 PM

Hi Mr Hatfield,
Hope you are in good health and spirits.

I wanted to check back with you on my situation. Do you have any updates?

Thanks
-Dave
[Quoted text hidden]

Hatfield, Joseph <joseph.hatfield@sanjoseca.gov>
To: "dev3042 ." <dev3042@gmail.com>

Mon, Jun 8, 2020 at 11:50 PM

I think it's possible. It is up to the fire department, but the way it is working, is if you don't meet a requirement (setbacks) you can offer a mitigation, then they accept it or deny it. I have been told fire sprinklers are the easiest thing they accept. You would have to talk to them though.

Sent from my Sprint Samsung Galaxy Note10+.

From: dev3042 . <dev3042@gmail.com>
Sent: Monday, June 8, 2020 11:40:38 PM

[Quoted text hidden]

[Quoted text hidden]

dev3042 . <dev3042@gmail.com>
To: "Hatfield, Joseph" <joseph.hatfield@sanjoseca.gov>

Mon, Jun 8, 2020 at 11:52 PM

Thank you for the prompt reply Mr Hatfield - really appreciate it!
Will do

-Dave
[Quoted text hidden]

PLN2019-176

Supporting Document:

-

Original MLS listing from 2015

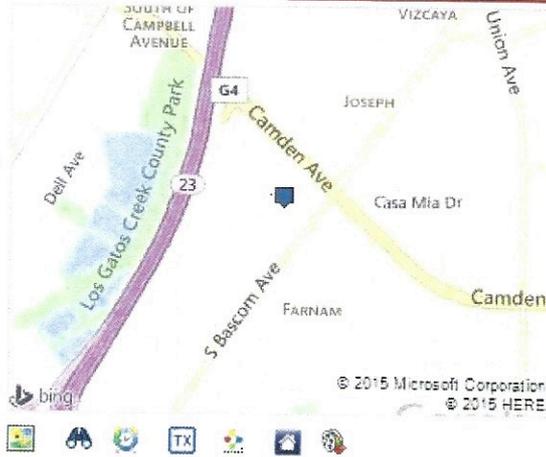
(FULL DISCLOSURE's attached in a separate
PDF)

Notes:

A) MLS lists the ADU as legal structure and lists
the house at 1900 sq feet

Agent Full

Buyers initials



MLS #: ML81469613
Beds: 4
Baths (F/P): 4 (3/1)
Apprx Sqft: 1,900 SqFt
Apprx Lot: 9,900 SqFt
Apprx Acr.: 0.23 Acres
Age/Yr B.: 75/1940
Parcel#: 414-33-009
DOM: 0
Trnsf Tx: No
POS Ord.: No
Walk Score: 58
Recent:
06/10/2015 : NEW

309 Redding Rd , Campbell 95008

County: Santa Clara
Area: 14 - Cambrian
Class: Res. Single Family / Detached
Land Use:
Comm: 2.5%
L. Type/Service: Exclusive Right to Sell, Full Service
Special Info: Not Applicable / Not Disclosed
Fin Terms:
Possession: COE
Public:

Status: Active
Orig Price: \$1,199,000
List Price: **\$1,199,000**
Sale Price:
\$/SqFt: \$631.1

Dates:
Original: 06/10/2015
List: 06/10/2015
Sale:
COE:
Expires: 08/15/2015
Off Mrkt:

Zoning: R-1-6
Incorp: Yes
City Limit: Yes

Private: Completely renovated in 2015! 4BR 3.5BA beautiful home with great open floor plan, spacious living room with fireplace, separate dining area, large master suite. Skylights throughout! High quality construction with many energy efficient features. Sunny & bright all around, private backyard perfect for gatherings with family & friends. 2-car detached garage. Close to shopping (walkability score - 58, bikeable score - 63 on walkscore.com), and highways 85 & 17. Great schools: Farnham, Price and Leigh.
 No show before June 13 open house. Shoes off in house, please! Offers will be reviewed on June 23 at 1 pm. Email only. Disclosures will be ready by June 13.

Showing & Location

Showing Information

Occupied By: Vacant
Show Contact:
Phone: (650) 630-3313
Instructions: Go Directly, Lockbox - Supra iBox

Owner: V
Gate Code:
Add Instruct:

Map

X Street: S. Bascom
Directions:

School

Elem: Farnham Charter / Cambrian Elementary
Middle: Price Charter Middle
High: Leigh High / Campbell Union High

Open House

06/13/2015	1:30PM-4:30PM	Host:	Inna Beardsley
06/14/2015	1:30PM-4:30PM	Host:	inna Beardsley
06/20/2015	1:30PM-4:30PM	Host:	Inna Beardsley
06/21/2015	1:30PM-4:30PM	Host:	Inna Beardsley

Features

Accessibility: Bathroom Features, Kitchen Features, Parking
Bath Features: Double Sinks, Dual Flush Toilet(s), Granite, Shower and Tub, Skylight(s), Stall Shower, Stone, Tile, Tub w/Jets, Updated Bath(s)
Communication: Audio/Video Prewired, Cable TV
Construct Type: Wood Frame
Cooling: Central Forced Air
Dining Rm: Dining Area in Family Room, No Formal
Energy Sav: Double Pane Windows, Energy Star Appliances, Energy Star HVAC, Energy Star Lighting, Low Flow Toilet(s), Skylight(s), Tankless Water Heater
Ext. Amenities: Back Yard, Balcony/Patio(s), Sprinkler(s) - Auto
Family Room: Kitchen/Family Room Combo
Fence: Complete Perimeter, Fenced Front, Partial, Wood
Fireplace: #1 / Wood Burning

Kitchen: Countertop - Stone, Dishwasher (s), Garbage Disposal (s), Hood Over Range, Hookups - Gas, Ice Maker, Island with Sink, Refrigerator (s)
Laundry: Hookups Only
Lot Desc: Grade - Level
Other Rooms: Formal Entry, Great Room, Guest House, Laundry Room
Pool: No
Pool Features:
Prop Condition: Built/ Remodeled Green

Flooring: Hardwood, Tile
 Foundation: Concrete Perimeter and Slab, Crawl Space
 Heating: Central Forced Air - Gas
 Horse: No
 Interior: Skylight(s), Walk-in Closet

Garage/Parking

Garage: 2
 Carport:
 Open Parking: 2
 Features: Detached

Sewer: Sewer - Public, Sewer Connected
 Water: Public, Available at Site

Consumer Site: Yes
 Address Format: Show Full Address

Green Rated: No
 Hazard: Fault Zone - See Report, Flood Zone - See Report, Lead Hazard Disclosure, Natural Hazard Disclosure
 Other: Building Permit, Corporate Ownership, Disclosure Package Available, Mello-Roos Information
 Disclosures URL
 Public Docs: [See BuildFax](#)

(Subscription Needed)

LA: [Todd Beardsley](#)
 LA Lic#: 01109812
 LO: [Menlo Atherton Realty](#)

Roof: Shingle
 Security: Fire Alarm(s), Secured Garage/Parking
 Soil Condition: Unknown
 Stories: 1
 Style:
 View: None

Structure(s)

Type: Guest House(s)
 2nd Structure: 500
 2nd Strct. Desgarage&1/unit

Buyers initials

Utilities

Electricity: Available - Not On Site, Individual Electric Meters, Ir

Distribution

VOW-AVM: Yes
 VOW-Comment: Yes

Documents and Disclosures

TIC Agree:

Building Permit, Corporate Ownership, Disclosure Package Available, Mello-Roos Information

(Subscription Needed)

Contact Information

LA Ph: (650) 630-3313 LA Fx: (650) 452-1595
 LA Em: todd@menloathertonrealty.com
 LO Ph: (650) 630-3313 LO Fx: (650) 473-0800

History

Click Arrow for Property History

MLS #	Change Date	Field Name	Old Value	New Value	Broker Code	List / Sell Office
ML81469613	06/10/2015	Status		A (\$1,199,000)	MARLT.1	Menlo Atherton Realty
ML81339300	12/17/2014	Status	W	C	NTERO.6	Intero Real Estate Services
ML81339300	10/28/2013	Status	A	W	NTERO.6	Intero Real Estate Services
ML81339300	10/28/2013	Status		A (\$1,500,000)	NTERO.6	Intero Real Estate Services
ML81028570	06/08/2011	Status	W	E	CBR.74	Coldwell Banker-Los Gatos
ML81028570	10/14/2010	Status	A	W	CBR.74	Coldwell Banker-Los Gatos
ML81028570	08/10/2010	ListPrice	\$549,000	\$499,000	CBR.74	Coldwell Banker-Los Gatos
ML81028570	07/27/2010	ListPrice	\$599,000	\$549,000	CBR.74	Coldwell Banker-Los Gatos
ML81028570	06/09/2010	Status		A (\$599,000)	CBR.74	Coldwell Banker-Los Gatos

Additional Photos

Click Arrow for Photos



PLN2019-176

Supporting Document:

-

**Architect contract and
communication from 2016**

(Attempt to legalize ADU 1 year after
purchase)

Notes:

- A) Architect visited Campbell city & deemed ADU legalization as not feasible



dev3042 . <dev3042@gmail.com>

meeting

5 messages

charles brown <charlesbrown.architecture@gmail.com>
To: dev3042 <dev3042@gmail.com>

Thu, Jun 2, 2016 at 9:50 AM

Good morning Dev.

I can see you tomorrow after all, if it suits you. Late afternoon, I could arrive between 3:30 and 4:00.

I will send the contract later this morning.

Thanks,

Charlie

Dev <dev3042@gmail.com>
To: charles brown <charlesbrown.architecture@gmail.com>
Cc: hiya <nandini.bhattacharyya@gmail.com>

Thu, Jun 2, 2016 at 11:23 AM

+ Nandini

Hi Charles,
Please keep Nandini in the loop.

Tomorrow 3:30 and 4:00PM is good. Nandini should be there.
Thanks for accommodating us so soon in your schedule.

Regards
-Dev

[Quoted text hidden]

charles brown <charlesbrown.architecture@gmail.com>
To: Dev <dev3042@gmail.com>
Cc: hiya <nandini.bhattacharyya@gmail.com>

Thu, Jun 2, 2016 at 11:46 AM

You're welcome.
See you tomorrow.

Charlie
[Quoted text hidden]

Dev <dev3042@gmail.com>
To: charles brown <charlesbrown.architecture@gmail.com>
Cc: hiya <nandini.bhattacharyya@gmail.com>

Thu, Jun 2, 2016 at 4:04 PM

Hi Charles,
Couple of questions -

1. Can you move the meeting to 5:30PM tomorrow ? If not thats OK too. Nandini will be there but I will return at 5:30PM.
 1. Nandini should be able to provide all information.
2. How much do we need to pay the city for the permit & does your compensation include that amount ?
3. What will be the approximate duration of this project ?

Thanks

-Dave

[Quoted text hidden]

charles brown <charlesbrown.architecture@gmail.com>

Thu, Jun 2, 2016 at 4:50 PM

To: Dev <dev3042@gmail.com>

Hi Dev.

Yes, we can make it 5:30.

I would guess that you will pay the city between \$2,000 and \$4,000.

It would not come from my fee.

Much of what I am drawing for this project will be usable for future projects.

I would be able to go to the city, with drawings, within a week to ten days, for the over-the-counter reviews by the three departments that I mentioned. They will probably want to come out and inspect the building, and may ask for some forensic demolition to expose parts of the structure. Based on there input, we would produce documents to show what work is required to bring the building up to code.

They may be able to check the plans, for such a simple project, over the counter, otherwise it could take 3 to 4 weeks. I will find out their process and let you know.

The construction work shouldn't take more than 4 to 5 weeks, perhaps up to 7 weeks if there are significant items to upgrade, like a new sewer line, or major foundation work.

That's it for now. Have a good evening.

Charlie

[Quoted text hidden]

2016

BB

ARCHITECTURAL SERVICES AGREEMENT

THIS ARCHITECTURAL SERVICES AGREEMENT (the "Agreement") is entered into effective 3 June 2016, by and between Dev and Nandini Basu, ("Owner"), and Charles Brown, an architect licensed (# C-20517), by the State of California ("Architect").

ProjectAddress: 309 Redding Road, Campbell, California

Project Description : The purpose of this project is the legalizing of an existing, un-permitted, living space, as a detached secondary dwelling unit.

The parties hereby agree as follows:

1. **Scope of Services.** On the terms and conditions contained in this Agreement, Architect agrees to provide the services described below.

The architect will prepare documents that show the existing conditions on the property, and will include a Site Plan; Floor Plans of the main house, the garage, and the proposed secondary dwelling unit; and elevations of both structures. With these documents, the architect will meet with the City's Planning Department, Building Department, and Public Works Department. From these meetings it will be determined if the city sees the project favorably, and what will be required to obtain the city's approval.

Minimally, the building will need to be brought up to current codes. This would include the structure; the electrical, mechanical, and plumbing systems; and the fire rating of the wall next to the property line. The services of a structural engineer can be anticipated.

(c) **Construction Documents.** This phase involves the preparation of the final documents used to apply for, and obtain, a building permit, and to facilitate construction bids. During this phase, the Architect's Basic Services will be as follows:

(i) Based on the city's requirements, prepare, and coordinate the preparation of construction documents by all associated professions, consisting of drawings and specifications setting forth, in detail, the requirements for the permitting, and construction of the Project, including the following:

- Title 24 Energy Conservation calculations (required by the state).
- Site Plan- locating the building and other improvements on the property, including paved areas, retaining walls, utilities, out-buildings, pools, fencing, and finish grades around the building and improved areas.
- Grading and Drainage Plan (as required) - showing existing grades, and the proposed grades after development activity, which include the paved areas, building pad, parking areas, and finish grading, and associated drainage patterns and devices, to control the flow and dissemination of run-off throughout the developed site .
- Architectural- floor plans, roof plan, elevations, enlarged partial plans, interior elevations, building sections, details, finish schedule, door and window schedules, and notes.
- Structural- foundation plan, floor framing plan, roof framing plan, lateral force calculations, load bearing calculations, framing elevations, details, and notes.
- Electrical- interior and exterior lighting, switching, and receptacle plan.
- Mechanical- provide for equipment location and coordinate the distribution of conditioned air, (or heated water for a radiant system), with the architectural features of the finished design.
- Landscape (as required) - planting and irrigation plans and details
- Other: NA

(d) **Building Permit Process.** During this phase Architect will submit drawings and calculations to the city, and any other applicable agencies, and use reasonable efforts to obtain all required approvals. Architect's Basic Services during this phase will include altering documents per governmental request, by adding, or clarifying information submitted.

(e) **Construction Bidding.** During this phase, Architect's Basic Services will be to assist the Owner in obtaining bids, or negotiated proposals, and awarding contracts for construction, by preparing bid packages (to include instructions to bidders, bid format, and bid schedule), issuing clarifications and answers in response to inquiries from bidders, analyzing bids, interviewing contractor(s) prior to selection, and advising the Owner regarding the structure and content of the contract. All final decisions will be the Owner's alone, and the Owner is advised to be thorough in vetting the contractor's performance history.

BB

(f) Construction. During this phase, Architect's Basic Services are the regular observation of the construction process, monitoring compliance with plans and schedule, reviewing payment requests, being reasonably available to the Owner, and responsive to contractor's requests for clarifications, and providing a final "punch list" of items, to be completed by the contractor, before the project is finished, and a final payment can be issued. Additional Services will include involvement in any changes to the original plans requested by Owner. During this phase:

(i) The Architect will visit the site at appropriate intervals considering the phase of construction, to become generally familiar with the progress, and quality, of the work completed, and to determine, in general, if the work being performed indicates that when completed it will result in the desired, and specified product, as defined by the construction documents prepared by Architect. The Architect is not required to make continuous on-site inspections to check the quality, or quantity, of the work. On the basis of on-site observations as an architect, the Architect will keep the Owner informed of the general progress and quality of the work.

(ii) The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, acts or omissions of the contractor, subcontractors, or their agents or employees.

(iii) If requested by Owner, Architect will review the contractor's applications for payment, and, based on Architect's observations, indicate whether Architect believes that the work is in accord with the construction documents, and the percentage of completion is accurate, and therefore the contractor is entitled to requested payment. Owner understands that this will not mean that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the contractor's right to payment or (4) ascertained how or for what purpose the Contractor has used money previously paid by Owner.

(iv) Whenever the Architect considers it necessary, or advisable, for implementation of the intent of the construction documents, the Architect will have authority to require additional inspection or testing of the work, but Owner understands and agrees that neither this authority of the Architect, nor a decision made in good faith, either to exercise or not to exercise such authority will make the Architect responsible for the way the work was performed.

(v) Architect may authorize minor changes in the work not involving an increase in the contract price for the Project or an extension of the contract time if consistent with the intent of the construction documents.

(vi) Architect will certify the date of substantial completion, and the date of final completion, and, on Owner's request, will issue a final certificate for payment when Architect judges it appropriate.

2. Compensation.

It is agreed that compensation, for Architectural Services will be \$5,000.00. The payment schedule will be as follows:

\$2,250.00	upon initiating this agreement
\$2,250.00	when documents are ready for submittal to the city
\$500.00	when approval is issued by city

3. Expenses. In addition to the Basic Fee, promptly upon receipt of Architect's invoice listing out-of-pocket costs incurred by Architect in performing Architect's duties under this Agreement, Owner will reimburse Architect for all such costs, including without limitation:

- (a) Expense of reproductions, printing, and delivery.

BB

(b) Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by Architect.

(c) Travel expenses (mileage, lodging, time, etc.) previously approved by Owner.

(d) Any other expenses reasonably incurred by the Architect in the interest of the Project.

Architect may submit separate invoices for reimbursement of out-of-pocket costs. Owner agrees to pay any separate invoices within five (5) days after receipt. Architect will endeavor to include all costs in the statement for the month in which they are incurred.

Owner will pay the following directly:

(f) Fees for any Title 24 Energy Conservation Calculations, structural, civil and other engineering fees.

(g) Fees paid for securing approval of authorities having jurisdiction over the Project.

(h) Expense of renderings, models and mock-ups requested by the Owner.

4. Additional Fees. Certain services (referred to as "Additional Services") are not included in the Basic Fee, but will be billed on an hourly basis, at Architect's hourly rate, at the time those services are rendered. Currently Architect's hourly rate is \$200.00 per hour, and the rate is subject to change from time to time. Additional Services are to be documented by Change Orders signed by both parties--ideally, before the work is done, but within a reasonable time after they are agreed upon orally. Both parties agree to promptly sign all Change Orders upon presentation. Payments on account of Additional Services will be added to the basic fees, and will be due at the same time. The following are examples of services not included in the Basic Fee:

(a) Making revisions in drawings, specifications, or other documents when the revisions are:

(i) inconsistent with approvals, or instructions, previously given by the Owner;

(ii) required by the enactment or revision of codes, laws or regulations subsequent to Architect's preparation of such documents; or

(iii) required by the construction lender

(b) Providing services required because of changes in the Project after completion of the Design Development phase including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiation and contracting for construction.

(c) Providing services in connection with evaluating substitutions proposed by the contractor, and making necessary revisions to drawings, specifications and other documentation, if such substitution is approved by owner.

(d) Providing services made necessary by the default of the contractor, by defects or deficiencies in the work of the contractor, or by failure of performance of either the Owner or contractor under the construction contract.

(e) Providing services in connection with unexpected public hearing(s), arbitration proceeding(s) or legal proceeding(s).

(f) Providing services relative to future facilities, systems and equipment.

(g) Providing interior design and other similar services required for, or in connection with, the selection, procurement or installation of furniture, furnishings and related equipment.

(h) Preparing a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the contractor or Architect.

(i) Providing any other services not otherwise included in this Agreement.

5. Change Orders. Any Change Order forms for changes in the scope of Basic Services or related to Additional Services will be incorporated in, and become a part of, this contract. Owner acknowledges that changes may affect the project schedule and agrees that Architect will not be responsible for any delays or any resulting increase in costs.

6. Extended Term Fees. Regardless of any other provision of this Agreement, if the Basic Services covered by this Agreement have not been completed within twenty-four (24) months after the date this contract is signed, through no fault of the Architect, continuation of the Architect's services beyond that time will be subject to an increase in the fees, and hourly rate for Additional Services.

BB

7. Owner's Responsibilities.

7.1 **Timely Responses.** Owner acknowledges that, from time to time, Architect will be unable to proceed until Owner has provided certain information or has made certain decisions. Owner agrees to respond to Architect's requests for information and decisions in a timely fashion. Owner acknowledges and agrees that certain decisions are the ultimate responsibility of Owner, regardless of the extent to which Architect may have provided information, assistance, or recommendations to Owner regarding such matters.

7.2 **Provide Information and Budget.** Owner will establish and update an overall budget for the Project and provide to Architect full information regarding requirements for the Project, including Owner's objectives, schedule, constraints and criteria.

7.3 **Access.** Owner will ensure that Architect has access to the work on the Project at all times.

7.4 **Liaison.** To avoid miscommunications, Owner agrees to communicate with the Architect's consultants through the Architect, and Owner is encouraged to communicate with the contractor through the Architect.

7.5 **Property Lines, Consultants, and Tests.** On Architect's request, Owner will (i) locate and point out property lines to Architect, (ii) provide a licensed land surveyor's map of the property describing physical characteristics, legal limitations and utility locations for the Project site, a written legal description of the site identifying such information above and below grade as Architect reasonably requests, and the services of geotechnical engineers and other consultants, as well as tests for hazardous material, and other laboratory and environmental tests, inspections and reports as requested by Architect or required by law. All services, information, surveys and reports to be furnished by Owner will be at Owner's expense, and Architect will be entitled to rely on their accuracy and completeness without separate verification.

7.6 **Notify of Defects.** Owner will promptly notify Architect, in writing, if Owner is aware of any fault or defect in the Project, or nonconformance with the construction documents.

7.7 **Insurance.** Owner agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance, with coverage limits acceptable to Architect and which will name Architect as an additional insured.

7.8 **Acknowledgement.** Owner agrees that in accordance with generally accepted construction practices, the contractor(s), and not Architect, will be required to assume sole and complete responsibility for job site conditions during the course of construction on the Project, including safety of all persons and property.

7.9 **Indemnification.** Except to the extent that such Claim arises from Architect's negligence, or willful misconduct, Owner agrees to indemnify, defend and hold Architect harmless from, and against, any and all claims, demands, losses, liabilities, costs, expenses, obligations, and damages, including interest, penalties, and reasonable attorneys' and experts' fees (each, a "Claim" and collectively, "Claims") which Architect suffers or incurs which directly or indirectly arise from or result from or otherwise concern (i) any alleged breach of a representation, warranty or covenant of Owner, (ii) any error or omission in any information provided by Owner or its agents, (iii) any change made by Owner, the contractor or any subcontractor in Architect's plans, specifications, or documents, (iv) the failure to follow any recommendations of Architect, (v) any hazardous material or toxic substance at the Project site, or (vi) the injury of any person or the damage or loss of any property at the Project site; provided that Owner is notified promptly in writing of the Claim and Architect provides reasonable assistance (at the expense and reasonable request of Owner) in the defense of the same.

8. **Ownership of Documents.** All documents prepared or furnished by Architect pursuant to this Agreement are instruments of Architect's professional service, and Architect, as their author, shall retain all rights to them, including the copyright. Architect grants Owner a license to use the instruments of Architect's professional service for the purpose of constructing, occupying and maintaining the Project, and upon payment in full of all amounts owed to Architect, Owner may retain a copy of the Architect's drawings, specifications or other documents for Owner's exclusive information and reference in connection with the Owner's use and occupancy of the Project. Reuse or modification of any such documents by Owner, without Architect's written permission, will be at Owner's sole risk, and Owner agrees to indemnify and hold Architect harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Owner or by others acting through Owner.

9. **Hazardous Materials.** Unless otherwise provided in this Agreement, Architect has no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous material or toxic substance in any form at the Project site.

10. **Assisting with Selection of Contractors.** If the Services include assisting Owner with the selection of one or more contractors, Owner agrees that Architect's responsibility will be limited to using reasonable efforts to make an assessment and then giving Architect's own confidential opinion as to whether or not the candidates' knowledge and skills are appropriate for the Project, and Architect will not make any representation or warranty as to whether or not any such candidate(s) would be suitable for Owner. Architect will have no liability for the failure of any such candidate to be a suitable contractor for Owner.

BB

11. Late Payments. In addition to any other rights Architect has, if any payment is not made by Owner when due:

(a) Architect may cease further work and require the immediate return of all items delivered to Owner under this Agreement, in which case Owner will promptly return all such items to Architect and make no further use of any information furnished hereunder; and/or

(b) If any payment owed by Owner is more than two (2) weeks overdue, Architect may terminate Architect's obligations to render any further services; and/or

(c) Architect may assess a finance charge on all unpaid amounts at the rate of eighteen percent (18%) per annum, or, if less, the maximum rate allowed by law, to offset the additional accounting and financial expense incurred by Architect as a result of a late payment. In that event, payments will be credited first to the amount of the finance charge and then to other amounts owed.

(d) Architect will have no liability to the Owner for delay or damage resulting from the suspension or termination of services.

(e) On the resumption of the Project following suspension, Architect's compensation will be equitably adjusted to provide for expenses incurred in the interruption and resumption of Architect's services.

12. Term. The term of this Agreement will commence on the effective date given above and, unless sooner terminated as provided in this Section, will continue until all of the Services have been rendered by Architect and all payments and other obligations have been made and performed by Owner. Regardless of any other provision of this Agreement, at any time during the term:

(a) Either party may terminate this Agreement if the other party has materially breached this Agreement, and the breach has not been cured within fifteen (15) days after written notice from the non-breaching party specifying the nature of the breach.

(b) Architect may terminate this Agreement or increase fees under Section 6 if the Project is suspended by Owner for more than twelve (12) months in the aggregate.

(c) This Agreement may be terminated by the Owner on at least thirty (30) days' written notice to the Architect if the Project is permanently abandoned. See Section 13(c) regarding Termination Fee.

(d) If the Owner fails to make payment when due, the provisions of Section 11 will apply.

(e) The obligations of Architect to render Services may be terminated without liability to Owner, by Architect, or Architect's executor or personal representative, upon Architect's death or disability.

(f) Either party may terminate this Agreement if the other party is insolvent, makes an assignment for the benefit of creditors or is the subject of any bankruptcy proceeding.

(g) The parties may terminate this Agreement by mutual agreement.

Termination, if permitted by this Agreement, shall be effected by duly given written notice to the other party. The provisions of Sections 2 through 22 will survive any termination of this Agreement.

13. Consequences of Termination. On termination of this Agreement by Owner under Section 12(c) or by Architect under Section 12(a), (b), or (f):

(a) Owner will immediately pay to Architect (i) all amounts due and owing for Basic Services and Additional Services through the date of termination, including the portion of the Basic Fee represented by the percentage of total Basic Services performed, (ii) for reimbursement of costs and expenditures for any goods and services acquired by Architect for the work contemplated by this Agreement and which Architect will not reasonably be able to use for other projects, and (iii) the Termination Fee called for by Section 13(c); and Owner will perform any and all of Owner's other unperformed obligations set forth in this Agreement.

(b) Each party will promptly return all tangible and intangible property in its possession which belongs to the other party.

(c) The Termination Fee is in addition to compensation for Basic and Additional Services, and is intended to serve as liquidated damages for Architect's opportunity loss, the impact on Architect's schedule and ability to accept other projects, and lost profits attributable to the termination, which the parties agree would be impracticable or extremely difficult to determine in advance. The Termination Fee will be equal to 20% of all remaining unpaid compensation for Basic Services and Additional Services as of the time of termination. The parties agree that the foregoing is a reasonable estimate of the damages that would be suffered by Architect as a result of termination of the contract.

14. Credit. The Architect may include representations of the Project, including photographs of the exterior and interior, among the Architect's promotional and professional material. On Architect's request, Owner will allow Architect to display his sign at the construction site during construction and for ninety (90) days after completion of the Project.

15. Arbitration. Claims, disputes or other matters in question arising out of or relating to this Agreement will be subject to and decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise; provided, however, that Architect shall be entitled, in his discretion, to bring any claim for nonpayment in small claims court if he prefers. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties specifically waive any right to trial by jury in connection with any such dispute, controversy, or claim. The parties agree to make a good faith effort to resolve any disputes amicably by mediation before resorting to arbitration.

16. Sale or Assignment. This Agreement will not be assigned by Owner without the prior written consent of Architect.

BB

17. **Confidentiality of this Agreement.** Each party agrees not to disclose any of the terms or conditions of this Agreement without the prior written consent of the other party.

18. **Limitations.** No action or arbitration proceeding arising from, or related to, this contract will be commenced by either party against the other more than two years after the completion or cessation of Architect's services under this contract.

19. **Miscellaneous.** This Agreement contains the entire agreement of the parties concerning its subject matter, supersedes all prior agreements, oral or written, between the parties concerning the same, may be modified only in writing, and will be governed by the laws of the State of California, and if any of its provisions are unenforceable, all of its other provisions will nevertheless remain in effect. No waiver of any provision of this Agreement will be valid unless in writing and signed by the party to be charged with the waiver. In any action or proceeding to enforce or interpret the terms of this Agreement, the prevailing party is to be entitled to recover reasonable attorneys' fees and experts' fees and costs incurred in the action and/or in enforcing any judgment or arbitration award granted. Any action or proceeding initiated under this Agreement or in connection with the subject matter hereof will be maintained exclusively in the County of Santa Clara, State of California.

20. **Notices.** Except as otherwise provided herein, any notice under this Agreement will be duly given if reduced to writing and delivered personally to the party to whom it is to be given, or if sent by mail or facsimile, in each case to the last address or facsimile number furnished by such party for such purpose. All notices given by mail or delivered personally will be deemed given upon actual receipt or refusal to accept delivery thereof, and all notices given by facsimile will be deemed given if receipt thereof has been confirmed by telephone or by the transmitting machine. Until further notice, the addresses, telephone numbers and facsimile numbers set forth beneath the parties' signatures below will be used for notices.

21. **Force Majeure.** Neither party shall be deemed in default of this Agreement, to the extent that any delay, or failure, in the performance of its obligations, results from any cause beyond its reasonable control, and without its negligence.

22. **Architect's Estimate Not Binding.** Architect's evaluations of the Owner's Project budget and preliminary estimates of construction cost represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, material or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiation conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or budget evaluation prepared or agreed to by the Architect. No fixed limit of Construction Cost is a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by both parties.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first written above.

BB

ARCHITECT:

cb

Charles Brown
Address for Notices:
1026 Castro Street
Martinez, Ca. 94553

Telephone Number: (925) 387-0771
(408) 826-1120

Email: charlesbrown.architecture@gmail.com



OWNER:

B Basu

(Signature)

BUDDHADER BASU
(Printed Name)

Address for Notices: 809 REDDING RA
CAMPBELL

Telephone Number: 408-896-3042

Facsimile:

Email: buddhadebb@yahoo.com
dev3042@gmail.com

BB

Change Order No.: _____

Date of Original Contract: _____

ATTACHMENT "A"
CHANGE ORDER FORM

This Change Order Form amends the Professional Services Contract dated _____, 200_ between Charles Brown and _____ referred to as the "Owner"), as follows:

1. The following changes are made to the work described in the original contract:

2. Owner will pay for the changes listed in item 1 above as follows:

A. Total Price: The total Additional Fee for the changes listed on this Change Order will be \$ _____

B. Payment Terms: The price will be paid as follows:

\$ _____ on signing this Change Order.

\$ _____ on _____

\$ _____ on _____

Balance due on completion.

3. **Owner acknowledges that changes may affect the project schedule and construction cost and agrees that Architect will not be responsible for any resulting delays or increase in cost.**

4. Other Terms. Except as expressly stated in this Change Order, all other terms and conditions of the contract referred to above, as amended to date, will continue to apply.

(Signature of Owner)

Charles Brown

(If more than one Owner, Second Owner Sign Here)

Dated: _____

Dated: _____

PLN2019-176

Supporting Document:

-

**PRIOR APPROVED PERMIT's
from CAMPBELL CITY (Roofing +
Kitchen)**

Notes:

- A) Major upgrades & renovations with multiple city inspection listed in disclosures, mislead buyers



PERMIT

CITY OF CAMPBELL - BUILDING DIVISION
70 N. 1ST STREET, CAMPBELL, CA 95008
PHONE: (408) 866-2130, FAX: (408) 866-8361

Declarations

Please initial all applicable line(s)

LICENSED CONTRACTOR DECLARATION

PK I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

I am exempt under Sec. 7081 of the B & P C. for this reason: A licensed structural pest control operator acting within the scope of his or her license.

OWNER-BUILDER DECLARATIONS

I hereby affirm that I am exempt from the Contractor's License Law (C.L.L.) for the following reason (Sec 7031.5 B & P C.): Any city which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he/she is licensed pursuant to the provisions of C.L.L. Chapter 9 (commencing with Section 7000 of Division 3 B & P C.) or that he/she is exempt there from and the basis for the alleged exemption. Any violation of Sec. 7031.5 by any applicant for a permit subjects the applicant to the civil penalty of not more than five hundred dollars (\$500).

I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, B & P C.). The C.L.L. does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he/she did not build or improve for the purpose of sale.

I, as owner of the property, am exclusively contracting with licensed contractors to construct the projects (Sec. 7044, B & P C.), the C.L.L. does not apply to an owner of property who holds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the C.L.L.)

Property Owner _____

Permit Number **BLD2015-00481**

Job Address: **309 REDDING RD**

APN: **41433009**

Issued: **5/7/15** By: **KO**

Received by: **KATHLEENO**

Plan Chk By: _____

Type of Construction: **Type V-B**

Existing Use: _____

Occupancy: **R-3** **Single family residential**

Square Footage: _____

Owner: **SOCHA M J ELIZABETH J** Contractor: **PALO ALTO HOME IMPRO**

309 REDDING RD **1337 LINCOLN AVE**

CAMPBELL CA 95008 **PALO ALTO CA 94301**

Primary _____ Lic. No. _____

Primary _____

WORKERS COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations.

I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code. My workers' compensation insurance and policy numbers are:

Carrier: _____

Policy Number: _____

PK I certify that in the performance of the work for which this permit is issued, I shall not employ any person in and manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.

I have and will maintain a certificate of consent to self-insure for workers' compensation as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

WARNING:
FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS, IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3707 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Date: **5.7.15** Applicant: *Peter Ryzkowski*

Description of Permitted Work:

T/O WOOD SHINGLE, RR COMP SHINGLE, 30SQ

TOTAL VALUATION **\$ 17,000.00**

Permit Trades Involved:

Mechanical: _____

Electric: _____

Building: _____

Re-Roof: **Yes**

Plumbing: _____

ALL APPLICANTS

PK I certify that I have read this application and state that all the above information, whether provided by initial or write-in, is true and correct. I agree that I am solely responsible for complying with and that I will comply with all City ordinances and I hereby authorize representatives of the City to enter upon the above identified property for inspection purposes.

PK I (we) agree to defend, indemnify, and hold harmless the City and its officers, employees and agents against all claims, actions and liabilities of any kind which may arise or occur in consequence of any acts or omissions of the City and its officers, employees or agents, in granting this permit, whether or not such acts or omissions are intentional or negligent or whether they are active or passive and to pay all costs and expenses, claims and actions.

Print: *Peter Ryzkowski* DATE: **5.7.15**

OWNER/BUILDER OR CONTRACTOR NAME

1337 Lincoln Avenue PHONE: **6502808663**

ADDRESS

PK SIGNATURE OF OWNER/BUILDER OR CONTRACTOR

Fees: (Not all may be shown)

Roadway Maintenance Fee	\$51.00
Building Permit Fee	\$375.00
Digital Imaging fee	\$2.00
CA Bldg. Stnds. Commission Fee	\$1.00
Total Fees:	\$429.00

CONSTRUCTION LENDING AGENCY

I hereby affirm that there is a construction Lending agency for the performance of the work for which this permit is issued. (Sec. 3097, Civil Code C.)

Lender's Name: _____

Issuing Agent: *[Signature]*

To Schedule Inspections Call (408) 866-2706

This Permit shall expire by limitation if major inspections are not performed and passed within 180 days of issuance or if work is abandoned for more than 180 days.

BUILDING PERMIT INSPECTION SIGNATURE CARD POST IN A CONSPICUOUS PLACE



CODE	INSPECTION TYPE	DATE	INSPECTOR	COMMENTS
FOUNDATION INSPECTIONS				
B01	Bld Set Backs / Location			
B02	Forms & Steel			
B03	Footings			
B04	Hold Down Placement			
B05	Foundation Combo B01-B04			
STRUCTURAL INSPECTIONS				
B06	Under Floor Framing / Shear			
B07	Floor Joist			
B08	Under Floor Insulation			
B09	Roof Tear Off (Reroof)			
B10	Roof Deck Nailing	05/13/15	DB	
B11	Exterior Shear Nailing			
B12	Interior / Exterior Lath			
B13	Rough Frame Inspection			
B14	Interior Shear Nailing			
B15	Ceiling Insulation			
B16	Wall Insulation			
B17	Miscellaneous Inspections			
B18	Drywall Nailing Inspection			
B19	T-Bar Ceiling Inspection			
B20	Pool Pre Plaster			
BUILDING FINAL INSPECTIONS				
B21	Smoke Detectors	05/19/15	DB	
B22	Pool/Spa Final			
B23	Title 24 / Insulation Certificate			
B24	Disabled Access / Miscellaneous			
B25				
B26	Final Fence			
B27	Final Roof Screens			
B28	Final Grading			
B29	Final Fire Dept. Inspection			
B30	Final Planning Division Inspection			
B31	Final Public Works Dept. Inspection			
B32	Health/W.V.S.D./Others			
B33	Special Inspections Complete			
B34	Final Building Inspection	05/19/15	DB	
ELECTRICAL INSPECTIONS				
E01	Grounding Electrode (UFER)			
E02	Underground Electrical			
E03	Rough Wall Electrical			
E04	Rough Ceiling Electrical			
E05	Electric Grounding			
E06	Final Electrical Inspection			
E07	P.G.&E. Electrical Release			
PLUMBING INSPECTIONS				
P01	Under Floor Rough Plumbing			
P02	Building Drain			
P03	Building Sewer			
P04	Sewer Back Water Device			
P05	Septic Tank Abatement			
P06	Rough Plumbing			
P07	Rough Gas Line Test			
P08	Property Line Clean Out			
P09	Water System			
P10	Water Pressure Regulator			
P11	Plumbing Top Out			
P12	Hot Water Heater & T&P Valve			
P13	Storm Drainage System			
P14	Final Gas Test			
P15	Final Plumbing Inspection			
P16	P.G.&E. Gas Meter Release			
P17	Roof Drain Over Flows			
MECHANICAL INSPECTIONS				
M01	Rough Mechanical			
M02	Fireplaces/Stove/Inserts			
M03	Furnace/ Boiler			
M04	Kitchen Hoods / Shaft			
M05	Fire Dampers			
M06	HVAC Equipment			
M07	Final Mechanical Inspection			
M08	Under Floor Ductwork			

FINAL INSPECTION: THIS BUILDING MUST NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN CALLED FOR AND APPROVED BELOW
 INSPECTOR'S SIGNATURE: _____ Date: 05/19/15



PERMIT

CITY OF CAMPBELL - BUILDING DIVISION
70 N. 1ST STREET, CAMPBELL, CA 95008
PHONE: (408) 866-2130, FAX: (408) 866-9381

Declarations

Please initial all applicable line(s)

LICENSED CONTRACTOR DECLARATION

P.D. I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.
I am exempt under Sec. 7051 of the B.&P.C. for this reason: A licensed structural pest control operator acting within the scope of his or her license.

OWNER-BUILDER DECLARATIONS

I hereby affirm that I am exempt from the Contractor's License Law (C.L.L.) for the following reason (Sec 7031.5 B.&P.C.): Any city which requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for such permit to file a signed statement that he/she is licensed pursuant to the provisions of C.L.L. Chapter 9 (commencing with Section 7000 of Division 3 B.&P.C.) or that he/she is exempt there from and the basis for the alleged exemption. Any violation of Sec. 7031.5 by any applicant for a permit subjects the applicant to the civil penalty of not more than five hundred dollars (\$500).
I, as owner of the property, or my employees with wages as their sole compensation, will do the work, and the structure is not intended or offered for sale (Sec. 7044, B.&P.C.): The C.L.L. does not apply to an owner of property who builds or improves thereon, and who does such work himself or through his own employees, provided that such improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the owner-builder will have the burden of proving that he/she did not build or improve for the purpose of sale.
I, as owner of the property, am exclusively contracting with licensed contractors to construct the projects (Sec. 7044, B.&P.C., the C.L.L. does not apply to an owner of property who holds or improves thereon, and who contracts for such projects with a contractor(s) licensed pursuant to the C.L.L.)

Property Owner

Permit Number: **BLD2015-00038**

Job Address: **309 REDDING RD**
APN: **41433009**
Issued: **1/12/15** By: **KO**
Received by: **KATHLEENO**
Plan Chk By:
Type of Construction: **Type V-B**
Existing Use: **Single family residential**
Occupancy: **R-3**
Square Footage:
Owner: **SOCHA M J, ELIZABETH J**
Contractor: **PALO ALTO HOME IMPRO**
309 REDDING RD 1337 LINCOLN AVE
CAMPBELL CA 95008 PALO ALTO CA 94301
Primary: **Lic No**
Primary

WORKERS COMPENSATION DECLARATION

I hereby affirm under penalty of perjury one of the following declarations:
I have and will maintain workers' compensation insurance, as required by Section 3700 of the Labor Code. My workers' compensation insurance and policy numbers are:
Carrier: _____
Policy Number: _____
(This section need not be completed if the permit is for one hundred dollars (\$100) or less.)
P.N. I certify that in the performance of the work for which this permit is issued, I shall not employ any person in and manner so as to become subject to the workers' compensation laws of California, and agree that if I should become subject to the workers' compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with those provisions.
I have and will maintain a certificate of consent to self-insure for workers' compensation as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued.

Description of Permitted Work:

2-1/2 BATHROOMS AND KITCHEN UPDATES. NO CHANGE TO LAYOUT. NO NEW FIXTURE COUNT. NEW INTERIOR DOORS

TOTAL VALUATION: **\$ 24,000.00**

Permit Trades Involved:

- Mechanical: Yes
- Electric: Yes
- Building: Yes
- Re-Roof: Yes
- Plumbing: Yes

WARNING:

FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS, IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3707 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

Date: 1.12.15 Applicant: P.V.

Fees: (Not all may be shown)

General Plan Maintenance Fee	\$38.40
Roadway Maintenance Fee	\$72.00
Building Permit Fee	\$515.00
Plan Review Fee	\$158.40
Electrical Permit Fee	\$137.00
Total Fees:	\$1,200.92

Some fees not shown here

ALL APPLICANTS

P.N. I certify that I have read this application and state that all the above information, whether provided by initial or write-in, is true and correct. I agree that I am solely responsible for complying with and that I will comply with all City ordinances and I hereby authorize representatives of the City to enter upon the above identified property for inspection purposes.
P.N. I (we) agree to defend, indemnify, and hold harmless the City and its officers, employees and agents against all claims, actions and liabilities of any kind which may arise or occur in consequence of any acts or omissions of the City and its officers, employees or agents, in granting this permit, whether or not such acts or omissions are intentional or negligent or whether they are active or passive and to pay all costs and expenses, claims and actions.

Print PETER RYCKOWSKI 1.12.15
OWNER/BUILDER OR CONTRACTOR NAME DATE
1337 LINCOLN AVENUE 6502808663
ADDRESS PHONE
P.N.
SIGNATURE OF OWNER/BUILDER OR CONTRACTOR

Issuing Agent:

CONSTRUCTION LENDING AGENCY

I hereby affirm that there is a construction Lending agency for the performance of the work for which this permit is issued. (Sec. 3097, Civil Code C.)
Lender's Name: _____

To Schedule Inspections Call (408) 866-2706

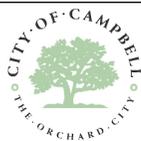
This Permit shall expire by limitation if major inspections are not performed and passed within 180 days of issuance or if work is abandoned for more than 180 days.

BUILDING PERMIT INSPECTION SIGNATURE CARD
POST IN A CONSPICUOUS PLACE



CODE	INSPECTION TYPE	DATE	INSPECTOR	COMMENTS
<i>FOUNDATION INSPECTIONS</i>				
B01	Bld Set Backs / Location			
B02	Forms & Steel			
B03	Footings			
B04	Hold Down Placement			
B05	Foundation Combo B01-B04			
<i>STRUCTURAL INSPECTIONS</i>				
B06	Under Floor Framing / Shear			
B07	Floor Joist			
B08	Under Floor Insulation			
B09	Roof Tear Off (Reroof)			
B10	Roof Deck Nailing			
B11	Exterior Shear Nailing			
B12	Interior / Exterior Lath	05/13/15	DB	Interior
B13	Rough Frame Inspection			
B14	Interior Shear Nailing			
B15	Ceiling Insulation			
B16	Wall Insulation			
B17	Miscellaneous Inspections			
B18	Drywall Nailing Inspection			
B19	T-Bar Ceiling Inspection			
B20	Pool Pre Plaster			
<i>BUILDING FINAL INSPECTIONS</i>				
B21	Smoke Detectors	06/05/15	DB	
B22	Pool/Spa Final			
B23	Title 24 / Insulation Certificate			
B24	Disabled Access / Miscellaneous			
B25				
B26	Final Fence			
B27	Final Roof Screens			
B28	Final Grading			
B29	Final Fire Dept. Inspection			
B30	Final Planning Division Inspection			
B31	Final Public Works Dept. Inspection			
B32	Health/W.V.S.D./Others			
B33	Special Inspections Complete			
<i>ELECTRICAL INSPECTIONS</i>				
E01	Grounding Electrode (UFER)			
E02	Underground Electrical			
E03	Rough Wall Electrical	05/13/15	DB	
E04	Rough Ceiling Electrical			
E05	Electric Grounding			
E06	Final Electrical Inspection	06/05/15	DB	
E07	P.G.&E. Electrical Release			
<i>PLUMBING INSPECTIONS</i>				
P01	Under Floor Rough Plumbing			
P02	Building Drain			
P03	Building Sewer			
P04	Sewer Back Water Device			
P05	Septic Tank Abatement			
P06	Rough Plumbing	05/19/15	DB	
P07	Rough Gas Line Test			
P08	Property Line Clean Out			
P09	Water System			
P10	Water Pressure Regulator			
P11	Plumbing Top Out			
P12	Hot Water Heater & T&P Valve			
P13	Storm Drainage System			
P14	Final Gas Test			
P15	Final Plumbing Inspection	06/05/15	DB	
P16	P.G.&E. Gas Meter Release			
P17	Roof Drain Over Flows			
<i>MECHANICAL INSPECTIONS</i>				
M01	Rough Mechanical			
M02	Fireplaces/Stove/Inserts			
M03	Furnace/ Boiler			
M04	Kitchen Hoods / Shaft			
M05	Fire Dampers			
M06	HVAC Equipment			
M07	Final Mechanical Inspection	06/05/15	DB	
M08	Under Floor Ductwork			

FINAL INSPECTION: THIS BUILDING MUST NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN CALLED FOR AND APPROVED BELOW
INSPECTOR'S SIGNATURE: _____ **Date:** 06/05/15



Location Map



Scale 1: 2,257

WGS_1984_Web_Mercator_Auxiliary_Sphere
Campbell IT, GIS Services

This map is based on GIS Information and reflects the most current information at the time of this printing. The map is intended for reference purposes only and the City and its staff is not responsible for errors.











A Second Dwelling Unit For:

Basu Residence

309 Redding Rd, Campbell, CA 95008



CODE INFORMATION

JURISDICTION:	CAMPBELL
ZONING:	RS-54
APN:	41433009
LOT SIZE:	10,022 +/- SF.
OCCUPANCY TYPE:	RSU
TYPE OF CONSTRUCTION:	MB
MAXIMUM LOT COVERAGE:	4,008.8 SF, OR 40%
MAXIMUM FLOOR AREA:	4,559.9 OR 45%
MAXIMUM ADU HEIGHT:	14 FT.
EXISTING FLOOR AREA INCLUDE GARAGE:	2,017 SF.
EXISTING LOT COVERAGE:	3,170 SF.
PROPOSED ADU FLOOR AREA:	498 SF.

• SPRINKLER: NOT REQUIRED

SCOPE OF WORK

THIS IS A CONVERSION OF EXISTING RECREATION ROOM TO A SECOND DWELLING UNIT. PROPOSED WORK INCLUDES INTERIOR IMPROVEMENTS.

- CONSTRUCTION OF PARTITIONS.
- NEW FLOORING.
- REPLACING DOORS AND WINDOWS AT EXISTING LOCATION/SAME SIDE.
- CONSTRUCTION OF CEILING.
- NEW TANKLESS WATER HEATER.
- ONE BEDROOM, ONE FULL BATH ROOM, KITCHEN AND LIVING ROOM.

NO SITE IMPROVEMENT PROPOSED
NO TREE REMOVAL PROPOSED

OWNER

Budhadab Basu
309 Redding Rd.
Campbell, CA 95008
P: 408-685-2042
F:
E: dev3042@gmail.com
CONTACT: Budhadab Basu

DESIGNER

Rolm Design Studio
5045 McCoy Ave.
San Jose, CA 95130
P: 925-949-6662
F:
E: mehnan@rolmdesignstudio.com
CONTACT: Mehran Solhantzadeh

DRAWING INDEX AND ISSUE DATES

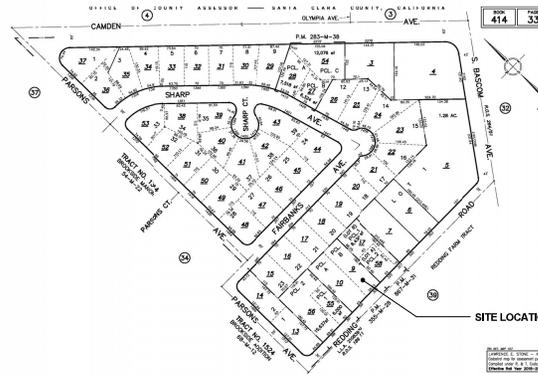
Sheet Number	Sheet Name	Submittal Date 08/01/19
ARCHITECTURAL		
A1.02	SITE PHOTOS	o
A2.00	COVER SHEET	o
A2.06	GENERAL NOTES	o
A2.07	BEST MANAGEMENT PRACTICES	o
A1.01	EXISTING SITE PLAN	o
A2.11	EXISTING AND DEMOLITION AND IMPROVEMENT FLOOR PLAN	o
A2.21	REFLECTED CEILING PLAN AND ROOF PLAN	o
A2.22	ROOF FRAMING	o
A2.23	ELECTRICAL AND LIGHTING FLOOR PLAN	o
A3.01	ELEVATIONS	o
A4.01	BUILDING SECTIONS	o
A4.01	DETAILS	o
A4.02	DETAILS	o

Mehran

NOTE FOR CONTRACTOR:

1. ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE VERIFIED FOR DIMENSION, GRADE, EXTENT, AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ROLM DESIGN STUDIO'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO HE SHALL BE PROCEEDING AT HIS OWN RISK, OMBESIDING FROM THE DRAWINGS AND SPECIFICATIONS OR THE REDESCRIPTION OF THE WORK WHICH IS MANIFESTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH IS CUSTOMARILY REFORMED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMITTED OR MIS-DESCRIBED DETAILS OF THE WORK AS IF FULLY AND COMPLETELY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS. SITE CONDITIONS: ALL CONTRACTORS AND SUB-CONTRACTORS SHALL VERIFY DIMENSIONS AND CONDITIONS AT THE SITE PRIOR TO COMMENCEMENT OF THEIR WORK. FAILURE TO DO SO SHALL NOT RELEASE THEM FROM THE RESPONSIBILITY OF ESTIMATING THE WORK. IF ANY VARIATION, DISCREPANCY OR OMISSION BETWEEN THE INTENT OF THESE CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS ARE FOUND, THE CONTRACTOR OR SUB-CONTRACTOR SHALL NOTIFY ROLM DESIGN STUDIO IN WRITING AND OBTAIN WRITTEN RESOLUTION FROM ROLM DESIGN STUDIO PRIOR TO PROCEEDING WITH ANY RELATED WORK.

PARCEL MAP



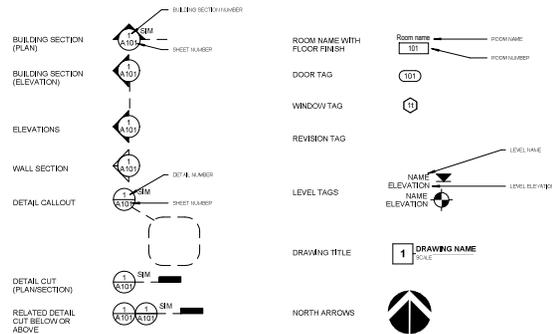
VICINITY MAP



BUILDING AREA	Existing	Proposed	Total SF	%
Main Dwelling	1215 SF.	1215 SF.	2430	24.30
Garage	344 SF.	344 SF.	688	6.88
Accessory Dwelling	498 SF.	498 SF.	996	9.96
Covered Patio	210 SF.	210 SF.	420	4.20
Other (e.g. Shed)	100 SF.	100 SF.	200	2.00
TOTAL	2327 SF	2327 SF	4654	46.54

SETBACKS	Wall Height	Required Setback	Proposed Setback
Front of Secondary Dwelling	20'-0"	34'-10"	34'-10"
Front of Garage/Carport	25'-0"	89'-0"	89'-0"
Left Side ADU	9'-0"	10'	10'
Left Side Main Dwelling	9'-0"	13'-4" 1/2"	13'-4" 1/2"
Right Side ADU	9'-0"	37'-3"	37'-3"
Right Side Main Dwelling	9'-0"	7'-3"	7'-3"
Rear ADU	10'-0"	42'-10" 1/4"	42'-10" 1/4"
Rear Main Dwelling	11'-0"	103'-1" 1/2"	103'-1" 1/2"

DRAWING SYMBOL LEGEND



APPLICABLE CODES

- 2016 CALIFORNIA RESIDENTIAL CODE
- 2016 CALIFORNIA BUILDING CODE
- 2016 CALIFORNIA MECHANICAL CODE
- 2016 CALIFORNIA PLUMBING CODE
- 2016 CALIFORNIA ELECTRICAL CODE
- 2016 CALIFORNIA GREEN BUILDING CODE
- 2016 CALIFORNIA ENERGY CODE

A Second Dwelling Unit For:
Budhadab Basu
 309 Redding Rd, Campbell, CA 95008

No.	Date	Revision Description
1	1/31/19	PLING 01

Description	
COVER SHEET	
Project Date	11/12/2018
Drawn by	RDS
Checked by	RDS
Project Number	180711
Scale	1/2" = 1'-0"

A0.00

General Notes

- ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE VERIFIED FOR DIMENSION, GRADE, EXTENT, AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ROLM DESIGN STUDIO'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO HE SHALL BE PROCEEDING AT HIS OWN RISK, OMISSIONS FROM THE DRAWINGS AND SPECIFICATIONS OR THE MISEDSCRIPTION OF THE WORK WHICH IS MANIFESTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH IS CUSTOMARY PRACTICE, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH UNNOTED OR MIS-DESCRIBED DETAILS OF THE WORK AS IF FULLY AND COMPLETELY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS. SITE CONDITIONS: ALL CONTRACTORS AND SUB-CONTRACTORS SHALL VERIFY DIMENSIONS AND CONDITIONS AT THE SITE PRIOR TO COMMENCEMENT OF THEIR WORK. FAILURE TO DO SO SHALL NOT RELEASE THEM FROM THE RESPONSIBILITY OF ESTIMATING THE WORK. IF ANY VARIATION, DISCREPANCY OR OMISSION (BETWEEN THE INTENT OF THESE CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS ARE FOUND, THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY ROLM DESIGN STUDIO IN WRITING AND OBTAIN WRITTEN RESOLUTION FROM ROLM DESIGN STUDIO PRIOR TO PROCEEDING WITH ANY RELATED WORK.
- ALL EXTERIOR LIGHTS WILL BE SHIELDED AND DOWNWARD DIRECTED.
- EXCAVATION ACTIVITIES ASSOCIATED WITH THE PROPOSED SCOPE OF WORK SHALL OCCUR NO CLOSER THAN 10 FEET FROM THE EXISTING STREET TREE, OR AS APPROVED BY THE URBAN FORESTRY DIVISION CONTACT 650-495-5953, ANY CHANGES SHALL BE APPROVED BY THE SAME.
- DRYER VENTING SHALL TERMINATE ON THE EXTERIOR OF THE BUILDING AND WILL HAVE A BACK DRAFT DAMPER (FLAPPER), SCREENS SHALL NOT BE PERMITTED OR INSTALLED AT THE DRYER VENT TERMINATION. CLOTHES DRYER VENT PIPES SHALL NOT PASS THROUGH OR EXTEND INTO TO DUCTING OR PLENUMS, DRYER DUCTING SHALL NOT BE FASTENED WITH SCREW TYPE FASTENERS WHICH MAY IMPEDE THE AIR FLOW OR CATCH LINT. YET MUST BE FASTENED AND SEALED SUBSTANTIALLY AIR TIGHT AT EACH JOINT. (AN APPROVED FASTENING SYSTEM IS ALUMINUM DUCT TAPE.) A MINIMUM OF A 4-INCH DIAMETER DUCT IS REQUIRED.
- CLOTHES DRYER VENT DUCTS SHALL BE METAL AND SHALL HAVE A SMOOTH INTERIOR SURFACE. AN APPROVED FLEXIBLE DUCT CONNECTOR OF NOT MORE THAN 6 FEET IN LENGTH MAY BE USED TO CONNECT THE DRYER TO THE DRYER VENT DUCT. DUCTING SHALL NOT BE CONCEALED WITHIN THE CONSTRUCTION. (FLEX DUCT CONNECTORS SHALL NOT PASS INTO OR THROUGH A CONCEALED SPACE, THIS INCLUDES CABINETS, WALLS AND ATTIC SPACES).
- DISHWASHERS ARE REQUIRED TO HAVE A LISTED AIR GAP FITTING ON THE DISCHARGE SIDE OF THE DISHWASHING MACHINE. THE LISTED AIR GAP SHALL BE INSTALLED WITH THE FLOOD-LEVEL (FL) MARKING AT OR ABOVE THE FLOOD LEVEL OF THE SINK OR DRAIN-BOARD, WHICHEVER IS HIGHER.
- WINDOW & DOOR SIZES SHOWN ARE FOR DESIGN PURPOSES ONLY. ACTUAL WINDOW & DOOR SIZES SHALL BE FRAMED & SET PER MFG. SPECIFICATIONS, MAKE & MODEL. NUMBERS SHALL BE CALLED OUT PER SUPPLIER'S AND/OR OWNER'S SPECIFICATIONS. WINDOWS TO BE DUAL-PANED.
-
- ALL EXTERIOR DOORS SHALL BE AT LEAST 1 3/4" THICK.
- ALL GLASS DOORS, GLASS WITHIN 24" OF DOORS & WITHIN 18" OF FLOORS, GLASS SUBJECT TO HUMAN IMPACT, ETC, SHALL BE SAFETY TEMPERED.
- BEDROOM WINDOWS SHALL HAVE MAX 4" HIGH SILL & MIN. NET CLEAR OPENINGS OF 20" IN WIDTH & 24" IN HEIGHT W/ MIN. CLEAR OPENING OF 5.7 FEET PER C.B.C.
- PROVIDE MOISTURE RESISTANT UNDERPAYMENT TO A MIN. HEIGHT OF 72" ABOVE DRAIN IN ALL SHOWERS W/ TEMPERED GLASS ENCLOSURE PER CBC.
- PROVIDE TEMPERATURE MIXING VALVE @ ALL SHOWERS PER C.P.C.
- WATER HEATERS & FURNACES TO BE C.E.C. CERTIFIED. WATER HEATERS TO HAVE PRESSURE & TEMPERATURE RELIEF DEVICES & DISCHARGE TO OUTSIDE.
- CONTRACTOR SHALL PROVIDE ALL DOCUMENTATION FOR WASTE MANAGEMENT PLAN TO THE JURISDICTION PRIOR OF FIRST INSPECTION.
- ALL ADHESIVES, SEALANT, CAULKS, PAINTS, COATINGS, AND AEROSOL PAINT CONTAINERS MUST REMAIN ON THE SITE FOR FILED VERIFICATION BY THE BUILDING INSPECTOR.
- PRIOR THE FINAL INSPECTION, A LETTER SIGNED BY THE GENERAL CONTRACTOR OR OWNER MUST BE PROVIDED TO THE TOWN OF LOS GATOS BUILDING OFFICIAL CERTIFYING THAT ALL ADHESIVES, SEALANTS, CAULKS, PAINTS, COATING, AEROSOL PAINTS, AEROSOL COATING, CARPET SYSTEM, RESILIENT FLOORING SYSTEM, AND COMPOSITE WOOD PRODUCTS INSTALLED ON THIS PROJECT ARE WITHIN THE EMISSION LIMITS SPECIFIED IN CGSBC SECTION 4.504.
- DEFERRAL OF ANY SUBMITTAL ITEMS SHALL HAVE THE PRIOR APPROVAL OF THE BUILDING OFFICIAL.
- WATER-RESISTANT GYPSUM BACKING BOARD SHOULD NOT BE USED IN THE FOLLOWING LOCATIONS PER CBC: a) OVER A VAPOR RETARDER, b) IN AREAS SUBJECT TO CONTINUOUS HIGH HUMIDITY, c) ON CEILING WHERE FRAME SPACING EXCEEDS 12 INCHES CENTER.
- PROVIDE FIRE-STOP IN OPENINGS @ FLOOR & CEILLINGS OF ALL FIREPLACES PER C.B.C.
- PROVIDE A/C/D SMOKE DETECTORS WITHIN EACH SLEEPING ROOM & CENTRALLY LOCATED IN CORRIDORS OR AREAS GIVING ACCESS TO EACH SLEEPING AREA. ALL DETECTORS TO BE INTERCONNECTED TYPICAL WRAP ALL EXTERIOR WALLS WITH CDX PLYWOOD TYPICAL THROUGHOUT.
- PROVIDE 18" DEEP x 12" TALL GYPSUM BOARD SOFT @ UPPER CABINETS @ KITCHEN & LAUNDRY ROOM.
- ALL HOSE BIBBS SHALL HAVE NON-REMOVABLE TYPE BACK-FLOW PREVENTION DEVICE.
- BASEMENTS (EXCEPT THOSE ONLY FOR MECHANICAL EQUIPMENT AND NOT OVER 200 SOFT IN FLOOR AREA), HABITABLE ATTICS AND EVERY SLEEPING ROOM SHALL HAVE AT LEAST ONE OPERABLE EMERGENCY ESCAPE AND RESCUE OPENING, R3101.1) MIN. NET CLEAR OPENABLE DIMENSION OF 24 INCHES IN HEIGHT, R310.1.2) B) MIN. NET CLEAR OPENABLE DIMENSION 20 INCHES IN WIDTH, R310.1.3) C) MIN. NET CLEAR OPENABLE DIMENSION OF 5.7' SOFT IN AREA, GRADE FLOOR OPENINGS SHALL HAVE A MIN. NET CLEAR
- OPENING OF 5 SQFT, 310.1.1) OPENING SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44 INCHES MEASURED FROM THE FLOOR, 310.
- FOR KITCHEN, A CLEAR PASSAGEWAY OF NOT LESS THAN 34" FEET BETWEEN THE COUNTER FRONTS AND APPLIANCES OR COUNTS AND WALLS, CBC 1203.1. SHOWER COMPARTMENTS AND WALL ABOVE BATHTUBS WITH INSTALLED SHOWER HEADS SHALL BE FINISHED WITH A SMOOTH, NONABSORBENT SURFACE TO THE HEIGHT NOT LESS THAN 72 INCHES (6 FT), CRC R307.2
- THE DOOR BETWEEN GARAGE AND ENTRY REQUIRED TO BE SELF LATCHING AND SELF CLOSING, SOLID CORE DOOR NOT LESS THAN 1-3/8 INCH THICK.
- THE MAXIMUM RISER HEIGHT CAN BE 7.75-INCHES, MINIMUM TREAD DEPTH CAN BE 10-INCHES, FOR ANY TREAD DEPTH LESS THAN 11-INCHES, A NOSING OF NOT LESS THAN 0.75-INCHES, BUT NOT MORE THAN 1.25-INCHES SHALL BE PROVIDED.
- DOORS AND PANELS OF SHOWER AND BATHTUB ENCLOSURES SHALL BE FULLY TEMPERED, LAMINATED SAFETY GLASS OR APPROVED PLASTIC, CBC 2406.3, GLAZING IN SHOWERS OR BATHTUB ADJACENT WALL OPENINGS WITHIN 60 INCHES ABOVE A STANDING SURFACE AND DRAIN INLET SHALL BE FULLY TEMPERED, LAMINATED SAFETY GLASS OR APPROVED PLASTIC, CBC 2406.3, #5
- DOORS AND PANELS OF SHOWER AND BATHTUB ENCLOSURES SHALL BE FULLY TEMPERED, LAMINATED SAFETY GLASS OR APPROVED PLASTIC, CBC 2406.3, GLAZING IN SHOWERS OR BATHTUB ADJACENT WALL OPENINGS WITHIN 60 INCHES ABOVE A STANDING SURFACE AND DRAIN INLET SHALL BE FULLY TEMPERED, LAMINATED SAFETY GLASS OR APPROVED PLASTIC, CBC 2406.3, #5
- GLAZING IN AN INDIVIDUAL FIXED OR PORTABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN A 24-INCH ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EXPOSED EDGE OF GLAZING IS LESS THAN 60-INCHES ABOVE THE WALKING SURFACE SHALL BE FULLY TEMPERED, LAMINATED SAFETY GLASS OR APPROVED PLASTIC (I.E. SIDE SLIGHT AT NEW MAIN ENTRY DOOR), CBC 2406.3, #6
- GLAZING IN AN INDIVIDUAL FIXED OR PORTABLE PANEL ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN A 24-INCH ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EXPOSED EDGE OF GLAZING IS LESS THAN 60-INCHES ABOVE THE WALKING SURFACE SHALL BE FULLY TEMPERED, LAMINATED SAFETY GLASS OR APPROVED PLASTIC (I.E. SIDE SLIGHT AT NEW MAIN ENTRY DOOR), CBC 2406.3, #6

General Notes

- MINIMUM 36" DEEP LANDING IN THE DIRECTION OF TRAVEL AT NEW EXTERIOR DOORS SHALL BE PROVIDED, LANDING TO BE NOT MORE THAN 7-1/2 INCHES LOWER THAN THE DOOR'S THRESHOLD FOR IN-SWINGING AND SLIDING GLASS DOORS AND NOT MORE THAN 7" FOR IN-SWINGING AND MAIN ENTRY DOOR.
- 1/2" GYPSUM BOARD FROM FOUNDATION TO ROOF SHEATHING TO BE INSTALLED ON THE GARAGE SIDE AT SEPARATION WALL BETWEEN GARAGE AND RESIDENCE. (GARAGE MUST BE SEPARATED FROM THE DWELLING AND ITS ATTIC AREA) CRC SEC. R302.6 AND TABLE R302.6 ALSO 5/8" TYPE "X" GYP. BOARD FINISH ON THE GARAGE SIDE OF THE WALL IS REQUIRED.
- 1/2" GYPSUM BOARD FROM FOUNDATION TO ROOF SHEATHING TO BE INSTALLED ON THE GARAGE SIDE AT SEPARATION WALL BETWEEN GARAGE AND RESIDENCE. (GARAGE MUST BE SEPARATED FROM THE DWELLING AND ITS ATTIC AREA) CRC SEC. R302.6 AND TABLE R302.6 ALSO 5/8" TYPE "X" GYP. BOARD FINISH ON THE GARAGE SIDE OF THE WALL IS REQUIRED.
- 22" MIN SHOWER DOOR CLEARANCE TEMPER GLAZING FOR THE SHOWER DOOR AND SLIDING WINDOWS FOR BATHROOMS AND KITCHEN
- CEMENT BOARD SUBSTRATE FOR SHOWER WALLS REQUIRED.
- THE FINISH GRADE WITHIN 10' OF HOUSE SHALL HAVE A 5% SLOPE AWAY FROM FOUNDATION.
- EXISTING DRAINAGE SHALL REMAIN THROUGHOUT CONSTRUCTION.
- PORTABLE WATER SUPPLY SHALL BE PROTECTED FROM CONTAMINATION CAUSED BY FIRE PROTECTION WATER SUPPLY PER 2016 CFC SEC. 903.25
- APPROVED NUMBERS OR ADDRESSES SHALL BE PLACED DOWN ALL NEW AND EXISTING BUILDINGS IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY, PER 2016 CFC SEC. 505
- PHOTOELECTRIC SMOKE DETECTORS SHALL BE PROVIDED AT BOTH THE TOP AND BOTTOM OF THE STAIRCASE.
- PHOTOELECTRIC SMOKE ALARMS SHALL BE PROVIDED IN AREAS LEADING TO SLEEPING ROOMS AND ON EVERY LEVEL. SMOKE ALARMS WITHIN SLEEPING ROOMS SHALL BE DUAL SENSOR PHOTOELECTRIC IONIZATION.
- SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS SHALL BE INTERCONNECTED PER CBC. IN SHOWERS & TUB/SHOWER COMBINATIONS, CONTROL VALVES MUST BE PRESSURE BALANCED OR THERMOSTATIC MIXING VALVES PER CPC.
- WATER HEATERS SHALL BE STRAPPED WITHIN THE UPPER & LOWER 1/3 OF THE HEATER STRAPS SHALL BE LOCATED A MIN. OF 4" FROM ANY CONTROLS. WATER HEATER TO BE ON PLATFORM 18" MIN. A.F.F. - TYPICAL.
- PROVIDE A NON-COMBUSTIBLE HEATER/BOILER SUPPORTS IN FRONT OF FIREPLACE.
- COMBUSTIBLE MATERIAL SHOULD NOT BE PLACED WITHIN 6" OF THE FIREPLACE OPENING.
- COMBUSTIBLE MATERIALS WITHIN 12" OF THE FIREPLACE OPENING SHOULD NOT PROJECT MORE THAN 1/4" FOR EACH 1" CLEARANCE FROM THE FIREPLACE OPENING.
- GUEST ROOMS AND HABITABLE ROOMS WITHIN A DWELLING UNIT OR CONGREGATE RESIDENCE SHALL BE PROVIDED WITH ONE EXTERIOR EXIT DOOR TO A CLEARLY MARKED EXIT WITH AN AREA NOT LESS THAN ONE TENTH OF THE FLOOR AREA OF SUCH ROOMS WITH A MINIMUM OF 10 SQUARE FEET.
- WATER EFFICIENCY AND CONSERVATION INDOOR WATER USE (CGC 5.303) PLUMBING FIXTURES (WATER CLOSETS AND URINALS) SHALL COMPLY WITH THE FOLLOWING:
THE EFFECTIVE FLUSH VOLUME OF ALL WATER CLOSETS SHALL NOT EXCEED 1.28 GAL/FLUSH (CGC 403.1.1)
THE EFFECTIVE FLUSH VOLUME OF URINALS SHALL NOT EXCEED 0.5 GAL/FLUSH (CGC 403.1.2)
FITTINGS (FAUCETS AND SHOWERHEADS) HAVE ALL APPROVED STANDARDS LISTED ON PLANS AND ARE IN ACCORDANCE TO CGC 4.203.1.3 AND CGC 403.1.4 AUTOMATIC IRRIGATION SYSTEM CONTROLLER FOR LANDSCAPE PROVIDED BY THE BUILDER AND INSTALLED AT THE TIME OF FINAL INSPECTION SHALL COMPLY WITH CGC 4.304 ENHANCED DURABILITY AND REDUCED MAINTENANCE
- ANNUAL SPACES AROUND PIPES, ELECTRIC CABLES, CONDUITS OR OTHER OPENINGS IN SOLE/BOTTOM PLATES AT EXTERIOR WALLS SHALL BE ROENT PROTECTED BY GLEOSING SUCH OPENINGS WITH CEMENT MORTAR, CONCRETE MASONRY, OR SIMILAR METHOD ACCEPTABLE TO THE ENFORCING AGENCY PER CGC 4.061.1
- CONSTRUCTION WASTE REDUCTION, DISPOSAL, AND RECYCLING (CGC 5.408) A MINIMUM OF 65% OF THE NON-HAZARDOUS CONSTRUCTION AND DEMOLITION WASTE GENERATED AT THE SITE SHALL BE DIVERTED TO AN OFFSITE RECYCLE, DIVISION, OR SALVAGE FACILITY PER CGC 4.68
- ENVIRONMENTAL QUALITY: ANY GAS FIREPLACES SHALL BE A DIRECT-VENT SEALED-COMBUSTIBLE TYPE, ANY WOOD STOVE OR PELLET STOVE SHALL COMPLY WITH US EPA PHASE II EMISSION LIMITS PER CGC 4.503.1
- POLLUTANT CONTROL (CGC 5.504) AT THE TIME OF ROUGH INSTALLATION, DURING STATION ON THE CONSTRUCTION SITE AND UNTIL FINAL STARTUP OF THE HEATING, COOLING AND VENTILATING EQUIPMENT, ALL DUCT AND OTHER RELATED AIR DISTRIBUTION COMPONENTS OPENINGS SHALL BE COVERED WITH TAPE, PLASTIC, SHEET METALS, OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY TO REDUCE THE AMOUNT OF WATER, DUST OR DEBRIS, WHICH MAY ENTER THE SYSTEM PER CGC 4.504.1.
- PAINTS AND COATINGS SHALL COMPLY WITH VOC LIMITS PER CGC 4.504.2.2. AEROSOL PAINTS AND COATINGS SHALL MEET THE PROBABLY WEIGHTED MIX LIMITS FOR VOC AND OTHER REQUIREMENTS PER CGC 4.504.2.3. DOCUMENTATION WILL BE PROVIDED. AT THE REQUEST OF THE BUILDING DIVISION, TO VERIFY COMPLIANCE WITH VOC FINISH MATERIALS PER CGC 4.504.2.4. CARPET SYSTEM INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE TESTING AND PRODUCT REQUIREMENT PER CGC 4.504.3. WHERE RESILIENT FLOORING IS INSTALLED, AT LEAST 90% OF THE FLOOR AREA RECEIVING RESILIENT FLOORING WILL COMPLY WITH THE REQUIREMENTS PER CGC 4.504.4. HARDWOOD PLYWOOD, PARTICLEBOARD AND MEDIUM DENSITY FIBERBOARD COMPOSITE WOOD PRODUCTS USED ON THE INTERIOR AND EXTERIOR OF THE BUILDING SHALL COMPLY WITH THE LOW FORMALDEHYDE EMISSION STANDARDS PER CGC 4.504.5.
- INTERIOR MOISTURE CONTROL: A CAPILLARY BREAK SHALL BE INSTALLED IF A SLAB ON GRADE FOUNDATION SYSTEMS USED, THE USE OF A 4" THICK BASE OF 1/2" OR LARGER CLEAN AGGREGATE UNDER A 6 ML VAPOR RETARDER WITH JOINT LAPPED NOT LESS THAN 6" WILL BE PROVIDED PER CGC 4.505.2 AND CRC R506.2.3.
- HEATING AND AIR-CONDITIONING SYSTEM SHALL BE SIZED, DESIGNED AND HAVE THEIR EQUIPMENT SELECTED USING THE FOLLOWING METHODS:
HEAT LOSS/HEAT GAIN VALUES IN ACCORDANCE WITH ANSI/ACCA 2 MANUAL 1-2004 OR EQUIVALENT.
DUCT SYSTEMS ARE SIZED ACCORDING TO ANSI/ACCA 1, MANUAL D-2009 OR EQUIVALENT.
SELECT HEATING AND COOLING EQUIPMENT IN ACCORDANCE WITH ANSI/ACCA 3, MANUAL S-2004 OR EQUIVALENT.
INSTALLER SPECIAL INSPECTOR QUALIFICATION HVAC SYSTEM INSTALLERS SHALL BE TRAINED AND CERTIFIED IN THE PROPER INSTALLATION OF HVAC SYSTEMS AND EQUIPMENT BY A RECOGNIZED TRAINING OR CERTIFICATION PROGRAM PER CGC 702.1.
- MIXING VALVE IN A SHOWER SHALL BE PRESSURE BALANCING SET A MAX. 120 °F. WATER-FILLER VALVE IN BATHTUBS SHALL HAVE A TEMP. LIMITING DEVICE SET AT 120 °F MAX.
- SHOWER STALLS SHALL BE A MIN. FINISHED INTERIOR OF 1.024 SQ. INCHES CLEAR CENTER DIMENSION OF A 30" x 60" DOORS SHALL SWING OUT WITH OPENINGS 22" MIN.
- THE WATER CLOSET SHALL HAVE MIN. CLEARANCES OF 30" WIDTH (15" ON AND 24" IN THE FRONT.
- ALL RECEPTACLES SHALL BE GFCI AND TAMPER-RESISTANT (TR), NEW OUTLETS SHALL HAVE A DEDICATED 20-AMP CIRCUIT.
- HYDRO-MASSAGE TUBS SHALL HAVE MOTOR ACCESS, A DEDICATED CIRCUIT, AND BE UL LISTED, ALL METAL, CABLES, FITTINGS, PIPING, ETC, WITHIN 5' OF THE INSIDE WALL OF THE TUB SHALL BE PROPERLY BONDED WITH AN ACCESS PANEL.
- LIGHTING FIXTURES LOCATED WITHIN 3' HORIZONTALLY AND 8' VERTICALLY OF THE TUB/SHOWER SHALL BE LISTED FOR A DAMP LOCATION, OR WET LOCATIONS IF THE SUBJECT TO SHOWER SPRAY.
- AN EXHAUST FAN SHALL BE INSTALLED AND BE ON A SEPARATE SWITCH FROM THE LIGHTING, GLAZING IN TUB SHOWER ENCLOSURES SHALL BE SAFETY GLAZING WHEN >60" ABOVE THE STANDING SURFACE GLAZING WITHIN 60" OF A TUB/SHOWER AND LESS THAN 60" ABOVE THE FINISHED FLOOR SHALL BE SAFETY GLAZING.
- INSTALLER SPECIAL INSPECTOR QUALIFICATION HVAC SYSTEM INSTALLERS SHALL BE TRAINED AND CERTIFIED IN THE PROPER INSTALLATION OF HVAC SYSTEMS AND EQUIPMENT BY A RECOGNIZED TRAINING OR CERTIFICATION PROGRAM PER CGC 702.1.

General Notes

- MIXING VALVE IN A SHOWER SHALL BE PRESSURE BALANCING SET A MAX. 120 °F. WATER-FILLER VALVE IN BATHTUBS SHALL HAVE A TEMP. LIMITING DEVICE SET AT 120 °F MAX. I/SHOWER STALLS SHALL BE A MIN. FINISHED INTERIOR OF 1.024 SQ. INCHES CLEAR CENTER DIMENSION OF A 30" x 60" DOORS SHALL SWING OUT WITH OPENINGS 22" MIN.
- ALL RECEPTACLES SHALL BE GFCI AND TAMPER-RESISTANT (TR), NEW OUTLETS SHALL HAVE A DEDICATED 20-AMP CIRCUIT.
- HYDRO-MASSAGE TUBS SHALL HAVE MOTOR ACCESS, A DEDICATED CIRCUIT, AND BE UL LISTED, ALL METAL, CABLES, FITTINGS, PIPING, ETC, WITHIN 5' OF THE INSIDE WALL OF THE TUB SHALL BE PROPERLY BONDED WITH AN ACCESS PANEL.
- LIGHTING FIXTURES LOCATED WITHIN 3' HORIZONTALLY AND 8' VERTICALLY OF THE TUB/SHOWER SHALL BE LISTED FOR A DAMP LOCATION, OR WET LOCATIONS IF THE SUBJECT TO SHOWER SPRAY.
- RECESSED LIGHTING FIXTURES SHALL BE RATED AS AIR-TIGHT (AT) AND, WHEN INSTALLED IN AN INSULATED CEILING SHALL HAVE AN APPROVED ZERO CLEARANCE INSULATION COVER (IC).
- CLOSET LIGHTS SHALL BE FLOURESCENT OR HAVE A SEALED LENS. (2016 CGC 410.16)
- LUMINAIRES OR CONTROLLED BY A VACUANCY SENSOR THAT COMPLIES WITH CGC SECTION 110.8(b) AND SHALL NOT HAVE A CONTROL THAT ALLOWS THE LUMINAIRES TO BE TURNED ON AUTOMATICALLY OR THAT HAS AN OVERRIDE ALLOWING THE LUMINAIRES TO BE ALWAYS ON.
- WHERE EMERGENCY AND RESCUE OPENINGS ARE PROVIDED THEY SHALL HAVE THE BOTTOM OF THE CLEAR OPENING NOT GREATER THAN 44" (1118 MM) MEASURED FROM THE FLOOR.(R310.1)
- ALL EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL HAVE A MINIMUM OPENING OF 5.7 SQ.F. (0.503 SQ.M.)
- GRADE FLOOR OPENINGS SHALL HAVE A MINIMUM NET CLEAR OPENING OF 5 SQ.F. (0.465 SQ.M.) R310.1.1
- THE MINIMUM NET CLEAR OPENING HEIGHT SHALL BE 24" (610MM) R310.1.2
- THE MINIMUM NET CLEAR OPENING WIDTH SHALL BE 20" (508MM) R310.1.2
- EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE MAINTAINED FREE OF ANY OBSTRUCTION OTHER THAN THOSE ALLOWED BY THIS SECTION AND SHALL BE OPERATIONAL.
- FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF KEYS, TOOLS OR SPECIAL KNOWLEDGE, R310.1.4 TUCCO SHALL BE 7/8" THICK AND THREE COAT APPLIED OVER APPROVED WIRE LATH AND TWO LAYERS OF GRADE 'D' BUILDING PAPER, PROVIDE WEEP SCREED, (CBC 2510.6 CRC R703.6)
- SLIDING SHALL BE APPLIED OVER ONE LAYER OF GRADE 'D' BUILDING PAPER, (CBC 1404.2/CRC R703.2)
- PROVIDE A SPARK ARRESTOR FOR ANY NEW OR EXISTING CHIMNEY, (CBC 2113.9.1/CRC 1003.9.1)
- ROOF SLOPES 2:12 AND 4:12 WITH ASPHALT SHINGLES SHALL HAVE TWO LAYERS OF 15 LB FELT APPLIED SINGLE STYLE, (CBC 1507.2.2/CRC 905.2.2)
- PROVIDE ALL UNDER-FLOOR AREAS WITH CROSS VENTILLATION AT 1/150 FOR THE ENTIRE AREA WITH 50% OF THE REQUIRED VENT AREA BE VENTILLATORS LOCATED A MINIMUM OF 3' ABOVE EAVE OR CORNICE VENTS.
- PROVIDE ATTIC ACCESS (22' X 30") AND UNDER-FLOOR ACCESS (18' X 24") FOR NEW AREAS, (CBC 1209/R408.4)
- PROVIDE UNDER-FLOOR CLEARANCE OF 18" FOR JOISTS TO EARTH AND 12" CLEARANCE FROM GIRDERS TO EARTH, (CBC 2304.11.2.1/CRC R317.1)
- ALL ENVIRONMENTAL AIR DUCTS SHALL BE A MINIMUM 3 FEET FROM ANY OPENINGS INTO THE BUILDING
- THE PROPERTY SHALL BE IN COMPLIANCE WITH THE VEGETATION MANAGEMENT REQUIREMENTS PRESCRIBED IN CALIFORNIA FIRE CODE SECTIONS 4906 INCLUDING CALIFORNIA PUBLIC RESOURCES CODE 4291 OR CALIFORNIA GOVERNMENT CODE SECTION 51182 PER CGC R327.1.5



Handwritten signature/initials

A Second Dwelling Unit For:
Burdhadeb Basu
306 Redding Rd, Campbell, CA 95008

Revisions		
No.	Date	Revision Description

Description	
GENERAL NOTES	
Project Date	11/12/2016
Drawn by	ROC
Checked by	ROC
Project Number	180711
Scale	

A0.06

FRESH CONCRETE AND MORTAR APPLICATION

BEST MANAGEMENT PRACTICES FOR:

- Masons and bricklayers
- Sidelwalk construction crews
- Patio construction workers
- Construction inspectors
- General contractors
- Home builders
- Developers

- When cleaning up after driveway or sidewalk construction, wash fines onto dirt areas, not down the driveway or into the street or storm drain.
- Place bag hales or other erosion controls down-slope to capture runoff carrying mortar or cement before it reaches the storm drain.

GENERAL BUSINESS PRACTICES

- Both at your yard and the construction site, always store both dry and wet materials under cover, protected from rainfall and runoff. Pallet dry materials from wind.
- Secure bags of cement after they are open. Be sure to keep wind-blown cement powder away from gutters, storm drains, rainfall, and runoff.
- Wash out concrete mixers only in designated wash-out areas in your yard, where the water will flow into containment ponds or into dirt. Whenever possible, recycle washout by pumping back into mixers for reuse. Never dispose of washout into the street, storm drains, drainage ditches, or streams.

STORM DRAIN POLLUTION FROM MASONRY AND PAVING

Fresh concrete and cement-related mortars that wash into lakes, streams, or estuaries are toxic to fish and the aquatic environment. Disposing of these materials to the storm drains or creeks causes serious problems and is prohibited by law.

DURING CONSTRUCTION

- Don't mix up more fresh concrete or cement than you will use in a day.
- Set up and operate small mixers on trays or heavy plastic drop cloths.

LANDSCAPING, GARDENING, AND POOL MAINTENANCE

BEST MANAGEMENT PRACTICES FOR THE:

- Landscapers
- Gardeners
- Swimming pool/spa service and repair workers
- General contractors
- Home builders
- Developers

GENERAL BUSINESS PRACTICES

- Protect stockpiles and landscaping materials from wind and rain by storing them under tarps or secured plastic sheeting.
- Store pesticides, fertilizers, and other chemicals indoors or in a shed or storage cabinet.
- Do not place yard waste in gutters.
- Schedule grading and excavation projects for dry weather.
- Use temporary check dams or ditches to divert runoff away from storm drains.
- Protect storm drains with bag hales or other erosion controls.
- Revegetation is an excellent form of erosion control for any site.
- Protect storm drains with bag hales or other erosion controls.

POOL/FOUNTAIN/SPA MAINTENANCE

- Never discharge pool or spa water to a street or storm drain.

OR

- When emptying a pool or spa, let chlorine dissipate for a few days, and then recirculate water by draining it gradually onto a landscaped area.

LANDSCAPING/GARDEN MAINTENANCE

- Use up pesticides. Rinse containers, and use rinse water as product. Dispose of rinsed containers in the trash.
- Dispose of unused pesticide as hazardous waste.
- Collect lawn and garden clippings, pruning waste, and tree trimmings. Chip if necessary, and compost.
- In communities with curbside yard waste recycling, leave clippings and pruning waste for pickup in approved bags or containers. Or, take to a landfill but compost yard waste.
- Do not place yard waste in gutters.
- Do not blow or rake leaves, etc. into the street.

STORM DRAIN POLLUTION FROM LANDSCAPING AND SWIMMING POOL MAINTENANCE

Many landscaping activities decompose soils and increase the likelihood that earth and garden chemicals will runoff into the storm drains during irrigation or when it rains. Swimming pool water containing chlorine and copper-based algaecides should never be discharged to storm drains. These chemicals are toxic to aquatic life.

HEAVY EQUIPMENT OPERATION

BEST MANAGEMENT PRACTICES FOR THE:

- Vehicle and equipment operators
- Site supervisors
- General contractors
- Home builders
- Developers

SITE PLANNING AND PREVENTIVE VEHICLE MAINTENANCE

- Designate one area of the construction site, well away from streams or storm drain inlets, for auto and equipment parking, refueling, and routine vehicle and equipment maintenance.
- Maintain all vehicles and equipment working off site.
- Perform major maintenance, repair jobs, vehicle and equipment washing off site.
- If you must drain and replace motor oil, radiator coolant, or other fluids on site, use drip pans or drop cloths to catch drips and spills. Collect all spent fluids, store in separate containers, and recycle whenever possible.
- Do not use diesel oil to lubricate equipment or parts.
- Clean up spills immediately when they happen.

STORM DRAIN POLLUTION FROM HEAVY EQUIPMENT ON THE CONSTRUCTION SITE

Poorly maintained vehicles and heavy equipment leaking fuel, oil, antifreeze or other fluids at the construction site are common sources of storm water pollution. Prevent spills and leaks by using water-based equipment from runoff channels, and by washing for leaks and other maintenance problems. Remove construction equipment from the site as soon as possible.

PAINTING AND APPLICATION OF SOLVENTS AND ADHESIVES

BEST MANAGEMENT PRACTICES FOR THE: PAINTING CLEANUP

- Painters
- Paperhangers
- Plasterers
- Graphic artists
- Dry wall crews
- Floor covering installers
- General contractors
- Home builders
- Developers

- Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- For water based paints, paint out brushes to the extent possible, and rinse to the sanitary sewer.
- For oil based paints, paint out brushes to the extent possible, filler and reuse thinners and solvents. Dispose of excess liquids and residue as hazardous waste.

WHAT CAN YOU DO?

- Recycle/reuse leftover paints whenever possible.
- Recycle excess water-based paint, or use up. Dispose of excess liquid, including sludges, as hazardous waste.
- Reuse leftover oil-based paint. Dispose of excess liquid, including sludges, as hazardous waste.

PAINT REMOVAL

- Chemical paint stripping residue is a hazardous waste.
- Chips and dust from marine paints or paints containing lead or tributyl tin are hazardous wastes. Dry sweep and dispose of appropriately.
- Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up and disposed as trash.
- When stripping or cleaning building exteriors with high-pressure water, block storm drains. Wash water onto a dirt area and spade into soil. Or, check with the local wastewater treatment authority to find out if you can collect (mop or vacuum) building cleaning water and dispose to the sanitary sewer.

STORM DRAIN POLLUTION FROM PAINTS, SOLVENTS, AND ADHESIVES

All paints, solvents, and adhesives contain chemicals that are harmful to the wildlife in our creeks and Bay. Toxic chemicals may come from liquid or solid products or from cleaning residues or rags. It is especially important not to clean brushes in an area where paint residue can flow to a gutter, street, or storm drain.

Blueprint for a Clean Bay
BEST MANAGEMENT PRACTICES FOR THE CONSTRUCTION INDUSTRY.

SANTA CLARA VALLEY NONPOINT SOURCE POLLUTION CONTROL PROGRAM

EARTH MOVING ACTIVITIES

BEST MANAGEMENT PRACTICES FOR THE:

- Bulldozers, backhoes, and grading machine operators
- Dump truck drivers
- Site supervisors
- General contractors
- Home builders
- Developers

DETECTING CONTAMINATED SOIL OR GROUNDWATER

As you know, contaminated groundwater is a common problem in the Santa Clara Valley. It is essential that all contractors and subcontractors involved in excavation and grading know what to look for in detecting contaminated soil or groundwater, and test ponded groundwater before pumping. See Blueprint for a Clean Bay, a construction best management practices guide available from the Santa Clara Valley Nonpoint Source Pollution Control Program, for details.

WATCH FOR ANY OF THESE CONDITIONS:

- Unusual soil conditions, discoloration, or odor
- Abandoned underground tanks
- Abandoned wells
- Buried barrels, debris, or trash

STORM DRAIN POLLUTION FROM EARTH-MOVING ACTIVITIES

Soil excavation and grading operations loosen large amounts of soil that can flow or blow into storm drains if handled improperly. Soil erodes due to a combination of decreased soil stability, increased runoff, and increased flow velocity. Some of the most effective erosion control practices reduce the amount of runoff crossing a site and slow the flow with check dams or roughened ground surfaces.

GENERAL BUSINESS PRACTICES

- Schedule excavation and grading work for dry weather.
- Perform major equipment repairs away from the job site.
- When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains.
- Do not use diesel oil to lubricate equipment or parts.

ROADWORK AND PAVING

BEST MANAGEMENT PRACTICES FOR THE:

- Road Crews
- Driveway/sidewalk/parking lot construction crews
- Seal coat contractors
- Operators of grading equipment
- Paving machines
- Dump trucks
- Concrete mixers
- Construction inspectors
- General contractors
- Developers

WHAT CAN YOU DO?

- Develop and implement erosion/sediment control plans for embankments.
- Schedule excavation and grading work for dry weather.
- Check for and repair leaking equipment.
- Perform major equipment repairs in designated areas at your yard, away from the construction site.
- When refueling or vehicle/equipment maintenance must be done on site, designate a location away from storm drains and creeks.
- Do not use diesel oil to lubricate equipment or parts.
- Recycle used oil, concrete, broken asphalt, etc. whenever possible.

DURING CONSTRUCTION

- Avoid paving and seal coating in wet weather, or when rain is forecast before fresh pavement will have time to cure.
- Cover and seal catch basins and manholes when applying seal coat, slurry seal, fog seal, etc.
- Use check dams, ditches, or berms to divert runoff around excavations.

STORM DRAIN POLLUTION FROM ROADWORK

Road paving, surfacing, and pavement removal all happen right in the street, where there are numerous opportunities for storm drain contamination by asphalt, seal-out slurry, or excavated material. Extra planning is required to store and dispose of materials properly and guard against pollution of storm drains and creeks.

GENERAL CONSTRUCTION AND SITE SUPERVISION

BEST MANAGEMENT PRACTICES FOR THE: MATERIALS/WASTE/HANDLING

WHAT CAN YOU DO?

- Construction industry
- Designate one area of the site for auto parking, vehicle refueling, and routine equipment maintenance. The designated area should be well away from streams or storm drain inlets, and berms if necessary. Make major repairs off site.
- Keep materials out of the rain-prone runoff contamination at the source. Cover exposed piles of soil of construction materials with plastic sheeting or temporary roofs. Before it rains, sweep and remove materials from surfaces that drain to storm drains, creeks, or channels.
- Keep pollutants off exposed surfaces. Place trash cans and recycling receptacles around the site to minimize litter.
- Clean up leaks, drips, and other spills immediately so they do not contaminate soil or groundwater or leave residue on paved surfaces.
- Never hose down "dirty" pavement or surfaces where materials have spilled. Use dry cleaning methods whenever possible. If you must use water, use just enough to keep the dust down.
- Cover and maintain dumpsters. Check frequently for leaks. Place dumpsters under roofs or cover with tarps or plastic sheeting secured around the outside of the dumpster. Never clean a dumpster by hosing it down on the construction site.
- Make sure portable toilets are in good working order. Check frequently for leaks.

STORM DRAIN POLLUTION FROM CONSTRUCTION ACTIVITIES

Construction sites are common sources of storm water pollution. Materials and wastes that blow or wash into a storm drain, gutter or street have a direct impact on local creeks and the Bay. As a contractor, site supervisor, owner or operator of a site, you may be responsible for any environmental damage caused by your subcontractors or employees.

BEST MANAGEMENT PRACTICES FOR STORM WATER POLLUTION PREVENTION

Spill Response Agencies

1. Dial 911
2. Santa Clara Valley Water District Environmental Compliance Division (408) 927-0710
3. Governor's Office of Emergency Services Warning Center (800) 852-7550 (24 hours).

Local Pollution Control Agencies

- Santa Clara County Office of Toxics and Solid Waste Management (408) 441-1195
- Santa Clara Valley Water District (408) 927-0710
- San Jose/Santa Clara Water Pollution Control Plant (408) 945-3300
- Serving Campbell, Cupertino, Los Gatos, Milpitas, Monte Sereno, San Jose, Santa Clara and Saratoga
- Sunnyvale Water Pollution Control Plant (408) 730-7270
- Palo Alto Regional Water Quality Control Plant (415) 320-2598
- Serving East Palo Alto, Los Altos, Los Altos Hills, Mountain View, Palo Alto, and Stanford

Note: The property owner and the contractor share ultimate responsibility for the activities that occur on a construction site. Owner and contractor may be held responsible for any environmental damage caused by the subcontractors or employees.

ORDINANCE OF THE CITY OF CAMPBELL ESTABLISHING REQUIREMENTS FOR STORM WATER POLLUTION CONTROL

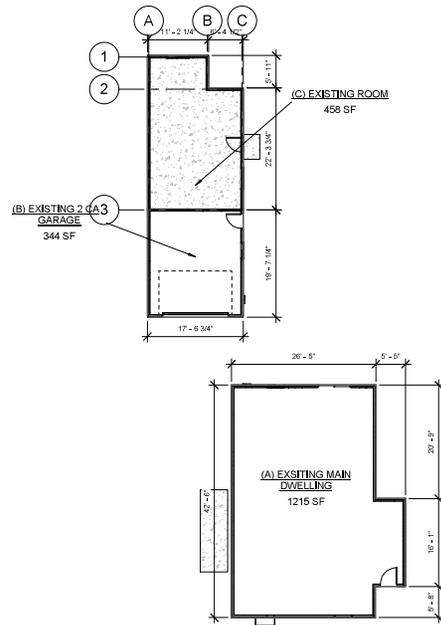
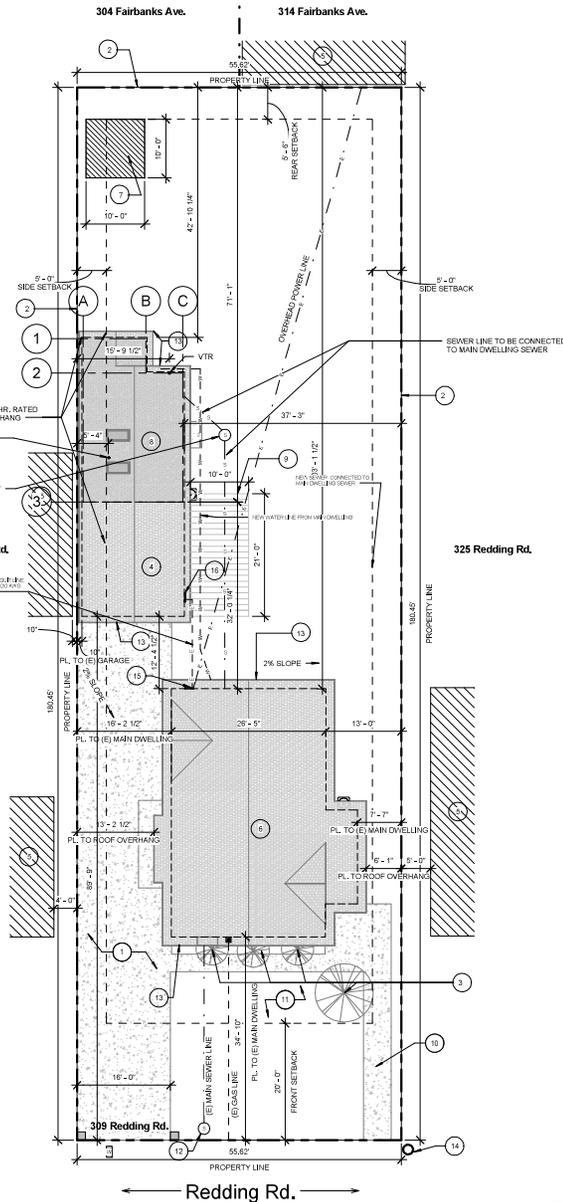
- A. Criminal Penalties.** Any person who violates any provision of this article shall be guilty of a misdemeanor and upon conviction thereof shall be punishable by imprisonment for a term not to exceed six (6) months or by a fine not to exceed \$1000 or by both. Each and every violation of this chapter shall constitute a separate offense. Every day each such violation continues shall be an additional offense.
- B. Civil Penalties.** Any person who violates any provision of this chapter shall be civilly liable to the City of Campbell in a sum not to exceed \$1000 per day for each day in which the violation occurs. Each and every violation of this chapter shall constitute a separate offense. Every day each such violation continues shall be an additional offense.
- C. Civil Liability.** Any person who violates any provision of this article shall be civilly liable to the City of Campbell for all costs, including attorneys' fees, associated with the investigation and remediation of environmental conditions caused by the discharge of pollutants into the Municipal Storm Drain System or a Watercourse in violation of this chapter.
- D. Remedies Cumulative.** The remedies provided for in this chapter are cumulative and not exclusive and shall be in addition to any and all other remedies available to the City of Campbell under State and Federal Law.

Check	By	Date	Revision	No.
		07/26/202		
Drawn By	Designed By			

PLAN FOR THE IMPROVEMENT OF BLUEPRINT FOR A CLEAN BAY ENROLLMENT PERMIT NO.

SCALE: N.T.S.

SHEET: OF



1 EXISTING SITE PLAN
1" = 10'-0"

2 EXISTING GROUND LEVEL
3/32" = 1'-0"

GENERAL NOTES

- ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE VERIFIED FOR DIMENSION, GRADE, EXTENT, AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE RDM DESIGN STUDIO'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO, HE SHALL BE PROCEEDING AT HIS OWN RISK. OMISSIONS FROM THE DRAWINGS AND SPECIFICATIONS OR THE MISDESCRIPTION OF THE WORK WHICH IS MANIFESTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS OR WHICH IS CUSTOMARILY REFORMED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMITTED OR MIS-DESCRIBED DETAILS OF THE WORK AS FULLY AND COMPLETELY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS. SITE CONDITIONS: ALL CONTRACTORS AND SUB-CONTRACTORS SHALL VERIFY DIMENSIONS AND CONDITIONS AT THE SITE PRIOR TO COMMENCEMENT OF THEIR WORK. FAILURE TO DO SO SHALL NOT RELIEVE THEM FROM THE RESPONSIBILITY OF ESTIMATING THE WORK. IF ANY VARIATION, DISCREPANCY OR OMISSION BETWEEN THE INTENT OF THESE CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS ARE FOUND, THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY RDM DESIGN STUDIO IN WRITING AND OBTAIN WRITTEN RESOLUTION FROM RDM DESIGN STUDIO PRIOR TO PROCEEDING WITH ANY RELATED WORK.
- EXCAVATION ACTIVITIES ASSOCIATED WITH THE PROPOSED SCOPE OF WORK SHALL OCCUR NO CLOSER THAN 18" FEET FROM THE EXISTING STREET LINE, OR AS APPROVED BY THE URBAN FORESTRY DIVISION CONTACT (608-860-8600). ANY CHANGES SHALL BE APPROVED BY THE SAME.
- MOVABLE EQUIPMENT, FURNITURE, ETC. SHALL BE REMOVED BY OWNER PRIOR TO COMMENCEMENT OF DEMOLITION WORK.
- CONTRACTOR SHALL MAINTAIN THE BUILDING IN A WEATHER TIGHT CONDITION.
- CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO CONSTRUCTION TO REMAIN OR OCCUPIED AREAS WHERE VARIOUS SYSTEM CONNECTIONS OR EXTENSIONS ARE REQUIRED.
- THE OWNER WILL RETAIN SALVAGE ITEMS AS DESIGNATED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL REMOVAL OF CONSTRUCTION DEBRIS AND/OR ITEMS NOT RETAINED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR STORAGE AND PROTECTION OF SALVAGE ITEMS WHICH MAY BE REUSED.
- REMOVE MISCELLANEOUS EQUIPMENT ATTACHED TO WALLS, FLOORS OR CEILING WHERE INDICATED.
- REMOVE FLOORING AND BASE THROUGHOUT UNDO.
- WHERE REMOVAL OF FLOOR COVERINGS AND WALL BASE ARE REQUIRED, REMOVE ONLY MATERIAL NECESSARY TO COMPLETE DEMOLITION. DEMOLITION INCLUDES OF ADHESIVE, GROUTING BEDS, ETC., AND REQUIRES REMAINING REMOVAL SURFACES TO BE PREPARED FOR NEW CONSTRUCTION.
- CONTRACTOR SHALL PREVENT ACCESS OF UNAUTHORIZED PERSONS TO PARTLY DEMOLISHED STRUCTURES OR AREAS. PROVIDE BARRICADES OR REBARRIERS OF ZONES.
- ALL ITEMS FOR REUSE SHALL BE STORED BY CONTRACTOR ON SITE IN OWNER'S BUILDING AT SPECIFIED LOCATION. ITEMS TO BE REUSED ARE TO BE CLEANED, PATCHED, REFINISHED, PAINTED OR REPAIRED AS REQUIRED PRIOR TO INSTALLATION.
- ITEMS NOT TO BE RETAINED BY OWNER SHALL BE DEPOSITED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. THE STORING OF EXCESS MATERIAL ON SITE WILL NOT BE ALLOWED.
- DISCONNECT AND REMOVE ELECTRICAL EQUIPMENT AND WIRING BACK TO SOURCE FOR ALL EQUIPMENT AND LIGHTING TO BE DEMOLISHED.
- ALL EXISTING ON-SITE UTILITIES SHALL REMAIN UNLESS DESIGNATED FOR REMOVAL, OR SHOULD THEY INTERFERE WITH PROJECT CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES TO REMAIN.
- CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK WITH APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK.
- IF THE PROJECT DAMAGES THE CITY'S SIDEWALK OR CURB AND GUTTER AS RESULT OF CONSTRUCTION ACTIVITIES, THE PROPERTY OWNER WILL BE RESPONSIBLE TO REMOVE AND REPLACE ANY DAMAGES AS DIRECTED BY THE PUBLIC WORKS INSPECTOR. AN ENCROACHMENT PERMIT WILL ALSO BE REQUIRED.
- PUBLIC WORKS NOTES:
 - APPROVAL OF THESE PLANS DOES NOT RELEASE THE OWNER AND/OR CONTRACTOR OF THE RESPONSIBILITY FOR THE CORRECTIONS OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN. DURING THE COURSE OF CONSTRUCTING IMPROVEMENTS, PUBLIC INTEREST REQUIRES MODIFICATION OF OR A REPURPOSE FROM THE CITY OF CURBING SPECIFICATION OR THESE IMPROVEMENT PLANS. THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATION OR REPURPOSE AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE COMPLETED, AT THE SOLE EXPENSE OF THE OWNER AND/OR CONTRACTOR.
 - CONTRACT PUBLIC WORKS (408) 777-3164 FOR INSPECTION OF GRADING, STORM DRAINAGE, AND PUBLIC IMPROVEMENTS.
 - ALL PUBLIC IMPROVEMENTS MUST BE COMPLETED PRIOR TO OCCUPANCY.
 - CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL, AND ENSURING THE AREA ADJACENT TO THE WORK IS LEFT IN A CLEAN CONDITION.
 - CONTRACTOR SHALL REVIEW CITY DETAIL 6-4 ON TREE PROTECTION PRIOR TO ACCOMPLISHING ANY WORK OR REMOVING ANY TREES.
 - UTILIZE BEST MANAGEMENT PRACTICES (BMP'S), AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD, FOR ANY ACTIVITY WHICH DISTURBS THE SOIL.
 - A WORK SCHEDULE OF GRADING AND EROSION AND SEDIMENT CONTROL PLAN SHALL BE PROVIDED TO THE CITY ENGINEER BY AUGUST 15. NO HILLSIDE GRADING SHALL BE PERFORMED BETWEEN OCTOBER 1 AND APRIL 1.
 - TO INITIATE RELEASE OF BOND, CONTACT THE PUBLIC WORKS INSPECTOR FOR FINAL INSPECTION.
 - ALL CONDUITS TO BE RELEASED TO THE GROUND SURFACE, DIRECTED AWAY FROM BUILDING FOUNDATIONS AND DIRECTED TO LANDSCAPED AREAS.
 - PRIOR TO BEGINNING ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR WILL BE RESPONSIBLE FOR PULLING AN ENCROACHMENT PERMIT FROM THE PUBLIC WORKS DEPARTMENT.

KEYNOTES

- 1 EXISTING DRIVEWAY, CONPAVERS TO REMAIN.
- 2 EXISTING 8 FT. FENCE.
- 3 EXISTING TREE TO REMAIN.
- 4 NOT IN SCOPE, EXISTING 2 CAR GARAGE.
- 5 EXISTING NEIGHBOR BUILDING.
- 6 NOT IN SCOPE, EXISTING MAIN DWELLING UNIT.
- 7 EXISTING SHED TO REMAIN.
- 8 GRAY POCHES INDICATE PROPOSED ADU OUTLINES.
- 9 EXISTING WOOD TRELLIS TO REMAIN.
- 10 EXISTING WALKWAY, CONPAVERS TO REMAIN.
- 11 EXISTING LAWN AND SHRUBS TO REMAIN.
- 12 EXISTING SEWER LINE TO REMAIN.
- 13 EXISTING UTILITY POLE.
- 14 200 AMP. EXISTING ELECTRICAL PANEL.
- 15 EXISTING SUB-PANEL.

Area Schedule (Gross Building)		
Number	Name	Area
1	(A) EXISTING MAIN DWELLING	1215 SF
2	(C) EXISTING ROOM	458 SF
3	(B) EXISTING 2 CAR GARAGE	344 SF
TOTAL FLOOR AREA		2017 SF

TOTAL LOT COVERAGE:

2017 SF, + 100 SF, (EXISTING SHED) + 210 (EXISTING TRELLIS) = 2327 SF.

RDS
Rdm Design Studio
1822 W Campbell Ave., Suite 108
Campbell, CA 95008
mahn@rdmdesignstudio.com
(925) 949-9002

M. S. S.

A Second Dwelling Unit For:
Burdhadeb Basu
309 Redding Rd., Campbell, CA 95008

No.	Date	Revision Description
1	1/21/19	PLM:01
2	6/7/19	PER:00

Description	
EXISTING SITE PLAN	
Project Date	11/12/2018
Drawn by	RCB
Checked by	RCB
Project Number	180711
Scale	As Indicated

A1.01



P5



P4



P3



P2



P1



P6



P7



BIRD EYE VEIW 01



BIRD EYE VEIW 02



BIRD EYE VEIW 03



GOOGLE EARTH PHOTO JULY 2007



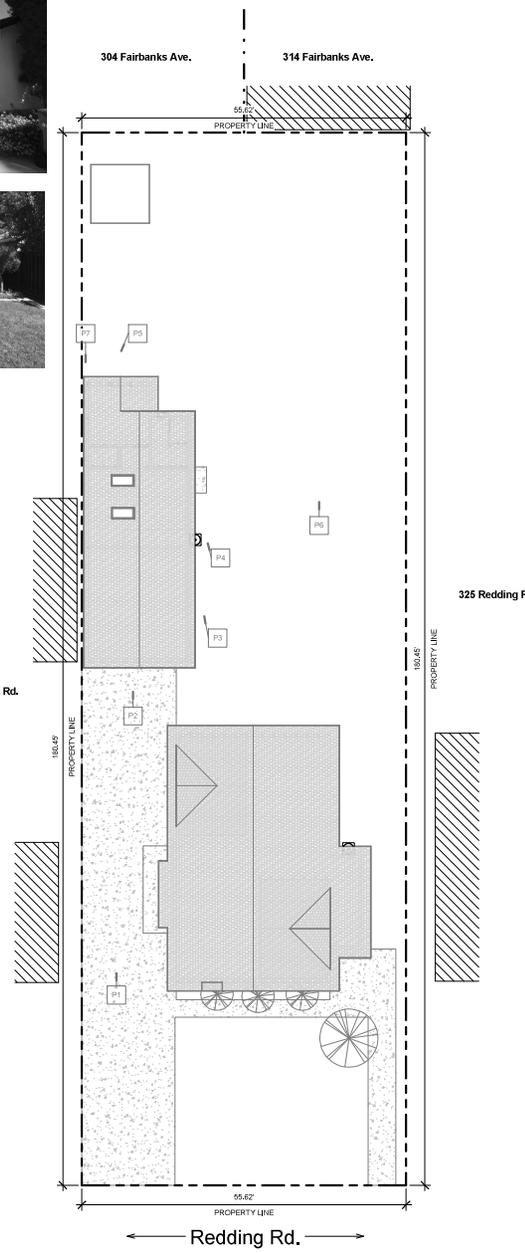
GOOGLE EARTH PHOTO SEP. 2008



GOOGLE EARTH PHOTO SEP. 2012



GOOGLE EARTH PHOTO AUG. 2018



1 KEY PLAN
1" = 10'-0"

RDS
 Rollm Design Studio
 1822 W Campbell Ave. Suite 108
 Campbell, CA 95008
 mehraj@rolldesignstudio.com
 www.rolldesignstudio.com
 (925) 948-9922

M. Basu

A Second Dwelling Unit For:
Burdhadeb Basu
 308 Redding Rd. Campbell, CA 95008

NO.	DATE	REVISION DESCRIPTION

Description	SITE PHOTOS
Project Date	11/12/2018
Drawn by	RCB
Checked by	RCB
Project Number	180711
Scale	1" = 10'-0"

A1.02

8/12/2018 4:56:49 PM

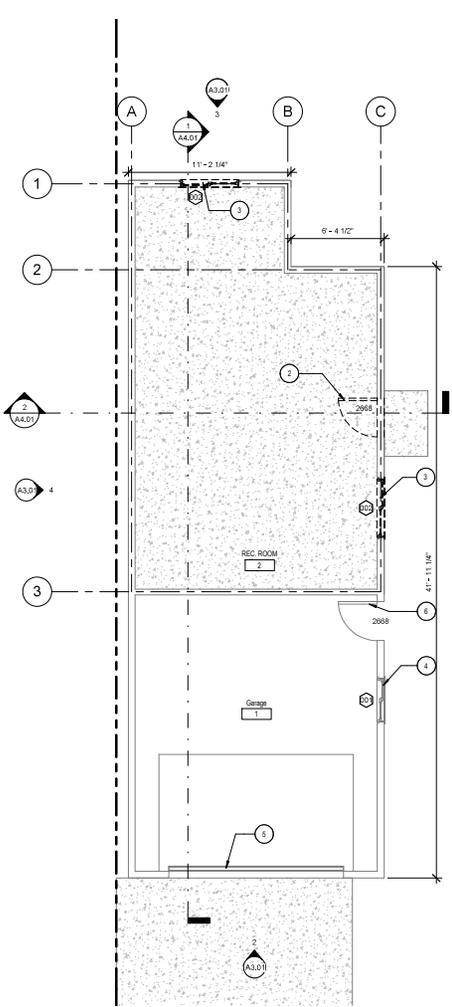
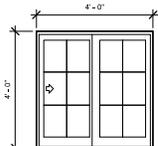
RESIDENTIAL BATHROOM NOTES (2016 CRC, CPC)

- A. MIXING VALVE IN A SHOWER SHALL BE PRESSURE-BALANCING, SET A MAX. 120°F. WATER-FILLER VALVE IN BATHTUBS SHALL HAVE A TEMP. LIMITING DEVICE SET AT 120°F MAX.
- B. SHOWER STALLS SHALL BE 6" MIN. FINISHED INTERIOR OF 1.04 SQ. INCHES. CLEAR CENTER DIMENSION OF A 30" x 60" DOORS SHALL SWING OUT WITH OPENINGS 22" MIN.
- C. THE WATER CLOSET SHALL HAVE MIN. CLEARANCES OF 30" WIDTH (10" ON CENTER) AND 30" IN THE FRONT.
- D. ALL RECEPT ACES SHALL BE GFCO AND TAMPER-RESISTANT (TR). NEW OUTLETS SHALL HAVE A DEDICATED 20 AMP CIRCUIT.
- E. HYDROMASSAGE TUBS SHALL HAVE MOTOR ACCESS, A DEDICATED CIRCUIT, AND BE UL LISTED. ALL METAL CABLES, FITTINGS, PIPING, ETC. WITHIN OF THE TUB SHALL BE PROPERLY BONDED WITH AN ACCESS PANEL.
- F. LIGHTING FIXTURES LOCATED WITHIN 7' HORIZONTALLY AND VERTICALLY OF THE TUB/SHOWER SHALL BE LISTED FOR A DAMP LOCATION, OR NET LOCATIONS IF THE SUBJECT TO SHOWER SPRA.
- G. AN EXHAUST FAN SHALL BE INSTALLED AND BE ON A SEPARATE SWITCH FROM THE LIGHTING.
- H. GLAZING IN TUB SHOWER ENCLOSURES SHALL BE SAFETY GLAZING WITHIN 48" ABOVE THE STANDING SURFACE.
- I. GLAZING WITHIN 60" OF A TUB/SHOWER AND LESS THAN 60" ABOVE THE FINISHED FLOOR SHALL BE SAFETY GLAZING.
- J. LIGHTING SHALL BE HIGH EFFICIENCY FIXTURES (E.G. FLUORESCENT) OR BE CONTROLLED BY A SWITCH WHICH REQUIRES MANUAL ACTIVATION AND AUTOMATICALLY "TURNS OFF" WITHIN 30 MIN. AFTER THE ROOM IS UNOCCUPIED.
- K. THE CALIFORNIA CIVIL CODE REQUIRES THAT ALL EXISTING NON-WATER EFFICIENT PLUMBING FIXTURES THROUGHOUT THE HOUSE BE UPGRADED. HOUSES CONSTRUCTED AFTER JANUARY 1, 1994 ARE EXEMPT.
- L. TOILETS - 1.6 GALLONS. SHALL BE REPLACED WITH 1.28 GALLONS/FLUSH.
- M. SHOWERHEADS - 2.5 GALLONS/MINUTE SHALL BE REPLACED WITH MAX. 2.0 GALLONS/MINUTE.
- N. BATH SINK FAUCETS - 2.2 GALLONS/MINUTE SHALL BE REPLACED WITH MAX. 1.4 GALLONS/MINUTE.
- O. KITCHEN SINK FAUCET - 2.2 GALLONS/MINUTE SHALL BE REPLACED WITH MAX. 1.8 GALLONS/MINUTE.

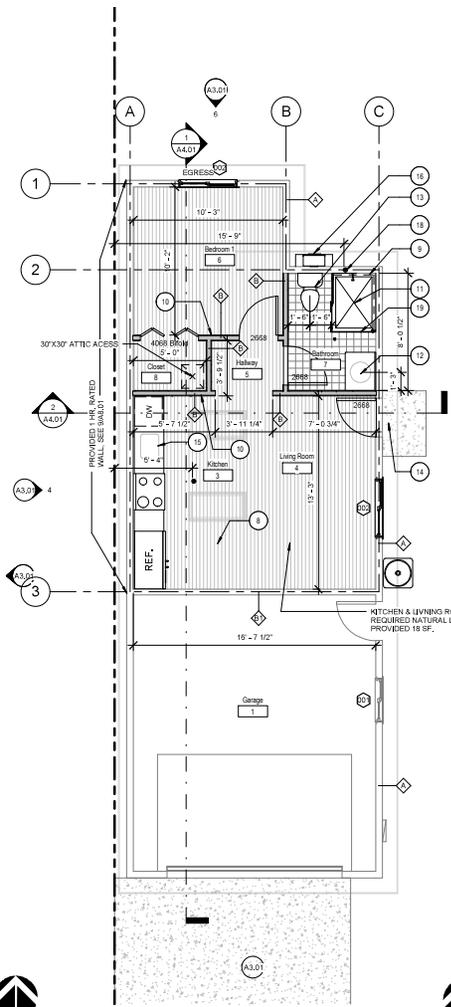
GENERAL NOTES

- A. ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE VERIFIED FOR DIMENSION, GRADE, EXTENT, AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY. DON'T PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO HE SHALL BE PROCEEDING AT HIS OWN RISK. OMISSIONS FROM THE DRAWINGS AND SPECIFICATIONS OR THE MISDESCRIPTION OF THE WORK WHICH IS MANIFESTLY NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH IS CUSTOMARILY PERFORMED SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMISSIONS OR MIS-DESCRIPTIONS. DETAILS OF THE WORK ARE TO BE FULLY AND COMPLETELY SET FORTH IN THE DRAWINGS AND SPECIFICATIONS. SITE CONDITIONS, ALL CONTRACTORS AND SUB-CONTRACTORS SHALL VERIFY DIMENSIONS AND CONDITIONS AT THE SITE PRIOR TO COMMENCEMENT OF THEIR WORK. FAILURE TO DO SO SHALL NOT RELIEVE THEM FROM THE RESPONSIBILITY OF ESTIMATING THE WORK. IF ANY VARIATION, DISCREPANCY OR OMISSION (BETWEEN THE INTENT OF THESE CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS ARE FOUND, THE CONTRACTOR OR SUB-CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING AND OBTAIN WRITTEN RESOLUTION FROM THE ARCHITECT PRIOR TO PROCEEDING WITH ANY RELATED WORK.
- B. ALL EXISTING LIGHTING SHALL BE REMOVED AND DOWNWARD DIRECTED.
- C. EXCAVATION ACTIVITIES ASSOCIATED WITH THE PROPOSED SCOPE OF WORK SHALL OCCUR AND OCCUR THEN 10 FEET FROM THE EXISTING STREET TIE OR AS APPROVED BY THE URBAN FORESTRY DIVISION CONTACT (650-466-8863). ANY CHANGES SHALL BE APPROVED BY THE SAME.
- D. DRYER VENTING SHALL TERMINATE ON THE EXTERIOR OF THE BUILDING AND WILL HAVE A BACK-SMART DAMPER FLAPPER. SCREENS SHALL NOT BE PERMITTED OR INSTALLED AT THE DRYER VENT TERMINATION. CLOTHES DRYER VENT PIPES SHALL NOT PASS THROUGH OR EXTEND INTO TO DUCTING OR PLUMBING. DRYER DUCTING SHALL NOT BE FASTENED WITH SCREW TYPE FASTENERS WHICH MAY BRIDGE THE AIR FLOW OR CAUSE LEAKS. VENTS MUST BE FASTENED AND SEALED SUBSTANTIALLY AIRTIGHT AT EACH JOINT. APPROVED FASTENING SYSTEM IS ALUMINUM DUCT TAPE.
- E. A MINIMUM OF 4-INCH DIAMETER DUCT IS REQUIRED.
- F. CLOTHES DRYER VENT DUCTS SHALL BE METAL AND SHALL HAVE A SMOOTH INTERIOR SURFACE. AN APPROVED FLEXIBLE DUCT CONNECTOR OR NOT MORE THAN 16 FEET IN LENGTH MAY BE USED TO CONNECT THE DRYER TO THE DRYER VENT PIPE. FLEXIBLE DUCT CONNECTORS SHALL NOT BE CONCEALED WITHIN THE CONSTRUCTION. FLEX DUCT CONNECTORS SHALL NOT PASS INTO OR THROUGH A CONCEALED SPACE. THIS INCLUDES CABINETS, WALLS AND ATTIC SPACES.
- G. ADJER VENT DUCT SHALL NOT EXCEED THE MAXIMUM LENGTH (HORIZONTAL AND/OR VERTICAL) OF 14 FEET INCLUDING TWO (2) 90° (90°) TURNS WITHOUT A MECHANICAL UPGRADE. TWO FEET OF LENGTH SHALL BE DEDUCTED FOR EACH ADDITIONAL 90° (90°) TURN.
- H. MOVABLE EQUIPMENT, FURNITURE, ETC. SHALL BE REMOVED BY OWNER PRIOR TO COMMENCEMENT OF DEMOLITION WORK. CONTRACTOR SHALL MAINTAIN ACCESS TO THE BUILDING IN A WEATHER TIGHT CONDITION.
- I. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO CONSTRUCTION TO REMAIN OR EXISTING AREAS WHERE VARIOUS SYSTEM CONNECTIONS OR EXTENSIONS ARE REQUIRED.
- J. THE OWNER WILL RETAIN SALVAGE ITEMS AS DESIGNATED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL REMOVAL OF CONSTRUCTION DEBRIS AND ITEMS NOT RETAINED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR STORAGE AND PROTECTION OF SALVAGE ITEMS WHICH MAY BE REUSED.
- K. REMOVE AND REBUILD WALLS, FLOORS OR CEILING WHERE INDICATED.
- L. REMOVE FLOORING AND BASE THROUGHOUT UNO.
- M. WHERE REMOVAL OF FLOORING AND BASE IS REQUIRED, REMOVE ONLY MATERIAL NECESSARY TO COMPLETE DEMOLITION. DEMOLITION INCLUDES OF ADHESIVES, GROUTING BEDS, ETC., AND REQUIRES REMAINING REMAINING SURFACES TO BE PREPARED FOR NEW CONSTRUCTION.
- N. CONTRACTOR SHALL PROVIDE ACCESS OF UNAUTHORIZED PERSONS TO PARTLY DEMOLISHED STRUCTURES OR AREAS PROVIDED BARRICADES OR RIBBONED OFF ZONES.
- O. ALL ITEMS FOR REUSE SHALL BE STORED BY CONTRACTOR ON SITE IN OWNER'S BUILDING AT SPECIFIED LOCATION. ITEMS TO BE REUSED ARE TO BE CLEANED, PATCHED, REFINISHED, PAINTED OR REPAIRED AS REQUIRED PRIOR TO INSTALLATION.
- P. ITEMS NOT TO BE REUSED BY THE CONTRACTOR SHALL BE DISPOSED BY THE CONTRACTOR AT HIS OWN EXPENSE. THE STOCKPILING OF EXCESS MATERIAL ON SITE WILL NOT BE ALLOWED.
- Q. PROTECTING AND REPAIRING EXISTING FLOORING AND FINISHES TO SOURCE FOR ALL EQUIPMENT AND LIGHTING TO BE DEMOLISHED.
- R. ALL EXISTING ON-SITE UTILITIES SHALL REMAIN UNLESS DESIGNATED FOR REMOVAL, OR SHOULD THEY INTERFERE WITH PROJECT CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES TO REMAIN.
- S. CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK WITH APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK.

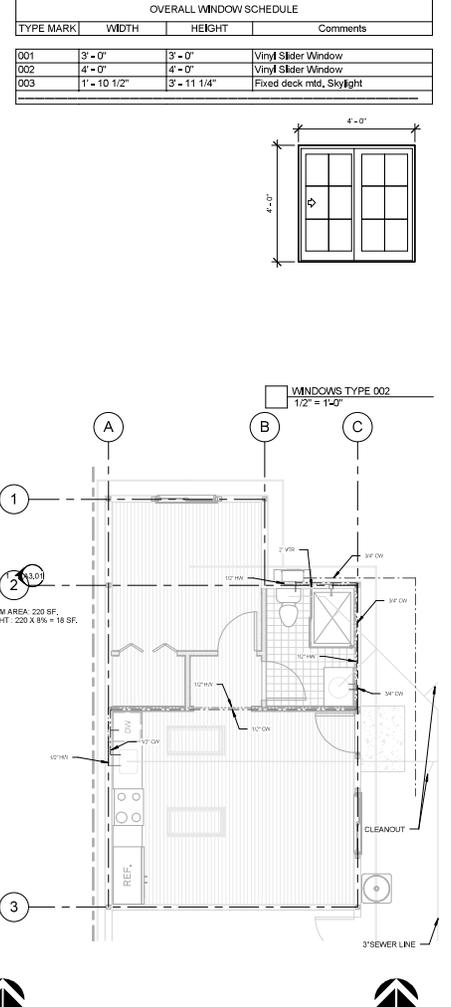
OVERALL WINDOW SCHEDULE			
TYPE MARK	WIDTH	HEIGHT	Comments
001	3'-0"	3'-0"	Vinyl Slider Window
002	4'-0"	4'-0"	Vinyl Slider Window
003	1'-10 1/2"	3'-11 1/4"	Fixed deck mtg. Skylight



1 EXISTING AND DEMOLITION FLOOR PLAN
1/4" = 1'-0"



2 IMPROVEMENT FLOOR PLAN
1/4" = 1'-0"



3 PLUMBING FLOOR PLAN
1/4" = 1'-0"

KEYNOTES

- 1 NOT IN SCOPE.
- 2 EXISTING DOOR, FRAME, HARDWARE, TO BE REMOVED. PATCH AND REPAIR AT DOOR OPENING WHERE ITS OCCURED.
- 3 EXISTING WINDOW, FRAME, HARDWARE, TO BE REMOVED. PATCH AND REPAIR AT WINDOW OPENING WHERE ITS OCCURED.
- 4 EXISTING WINDOW TO REMAIN.
- 5 EXISTING GARAGE DOOR TO REMAIN.
- 6 EXISTING DOOR TO REMAIN.
- 7 NO GYP. BD. IN THE BATHROOM.
- 8 NEW HARDWOOD FLOORING.
- 9 NONE ABSERBENT SURFACE WITH +6" MIN. HEIGHT ABOVE THE FINISH FLOOR.
- 10 NEW INTERIOR WOOD FRAME WALL WITH GYP. BOARD. REFER TO PARTITION TYPE A SHEET A2.11.
- 11 NEW SHOWER WITH TEMPERED GLAZING AND SHOWERHEAD SELECTED BY OWNER. SHOWERHEAD SHALL COMPLY WITH CALIFORNIA GREEN BLDG. RESIDENTIAL MANDATORY MEASURES. SEE 12A8.01 FOR TILE DETAIL.
- 12 NEW SINK CABINET AND FAUCET SELECTED BY OWNER. BATH SINK FAUCET SHALL COMPLY WITH CALIFORNIA GREEN BLDG. RESIDENTIAL MANDATORY MEASURES.
- 13 NEW FLOOR MOUNT TWO PIECES WATER CLOSET SELECTED BY OWNER. WATER CLOSET SHOWERHEAD SHALL COMPLY WITH CALIFORNIA GREEN BLDG. RESIDENTIAL MANDATORY MEASURES.
- 14 NEW SINK/SHOWER AND WITHDRAW CABINETS. OTHER FAUCET SELECTED BY OWNER AND SHALL COMPLY WITH CALIFORNIA GREEN BLDG. RESIDENTIAL MANDATORY MEASURES.
- 15 NEW 40 TANKLESS WATER HEATER.
- 16 EXISTING ATTIC FURNACE 40 TON.
- 17 2" VTR. SEE VTR CALCULATION, SHEET 2.31 AND 2.04.02.
- 18 FRAMELESS 3/8" THICK TEMPERED GLASS PANEL WITH 1" ANODIZED ALUM. U-CHANNEL AT BOTTOM.
- 19 EXISTING GAS METER.

DEMOLITION FLOOR PLAN SYMBOLS LEGEND

WALL TO BE REMOVED		DOOR TO REMAIN	
WALL TO REMAIN		DOOR TO BE REMOVED	
WINDOW TO REMAIN			
WINDOW TO BE REMOVED			

FLOOR PLAN SYMBOLS LEGEND

NEW WALL		NEW DOOR	
EXISTING WALL		EXISTING DOOR	
NEW WINDOW			
EXISTING WINDOW			

WALL TYPE

- ◆ R3 HIGH DENSITY FIBERGLASS BATT INSULATION IN 2X4 EXTERIOR WOOD FRAMED WALL. CAUTIES TYPICAL THROUGHOUT. 7/8" MIN. STUCCO (1/2" COAT) WITH 1/2" LATH OVER LAYER GRADE 0 PAPER TO MATCH EXISTING AND LAYER OF GYP. BD. INSIDE. AND PROVIDE 26 GA. GALVANIZED WEAP SCORED WITH A MINIMUM VERTICAL LATCH SPACING FLANGES OF 1/2" ON EACH SIDE. PROVIDE 2" FOUNDATION PLATE LINE AT LEAST 1" ABOVE GRADE (OR 1" ABOVE CONCRETE OR PAVING) AND SHALL BE OF A TYPE THAT WILL ALLOW TRAPPED WATER TO DRAIN TO THE EXTERIOR OF THE BUILDING.
- ◆ 2X4 INTERIOR WOOD FRAMED WALL WITH 1/2" GYPSUM WALLBOARD ON BOTH SIDES.
- ◆ SAME AS WALL TYPE EXCEPT A LAYER OF 5/8" TYPE "X" GYP. BOARD AT GARAGE SIDE. THIS WALL TO BE EXTENDED TO ROOF SHEATHING.

RDS
Roam Design Studio
1622 W Campbell Ave, Suite 108
Campbell, CA 95008
www.roamdesignstudio.com
9504-946-0022

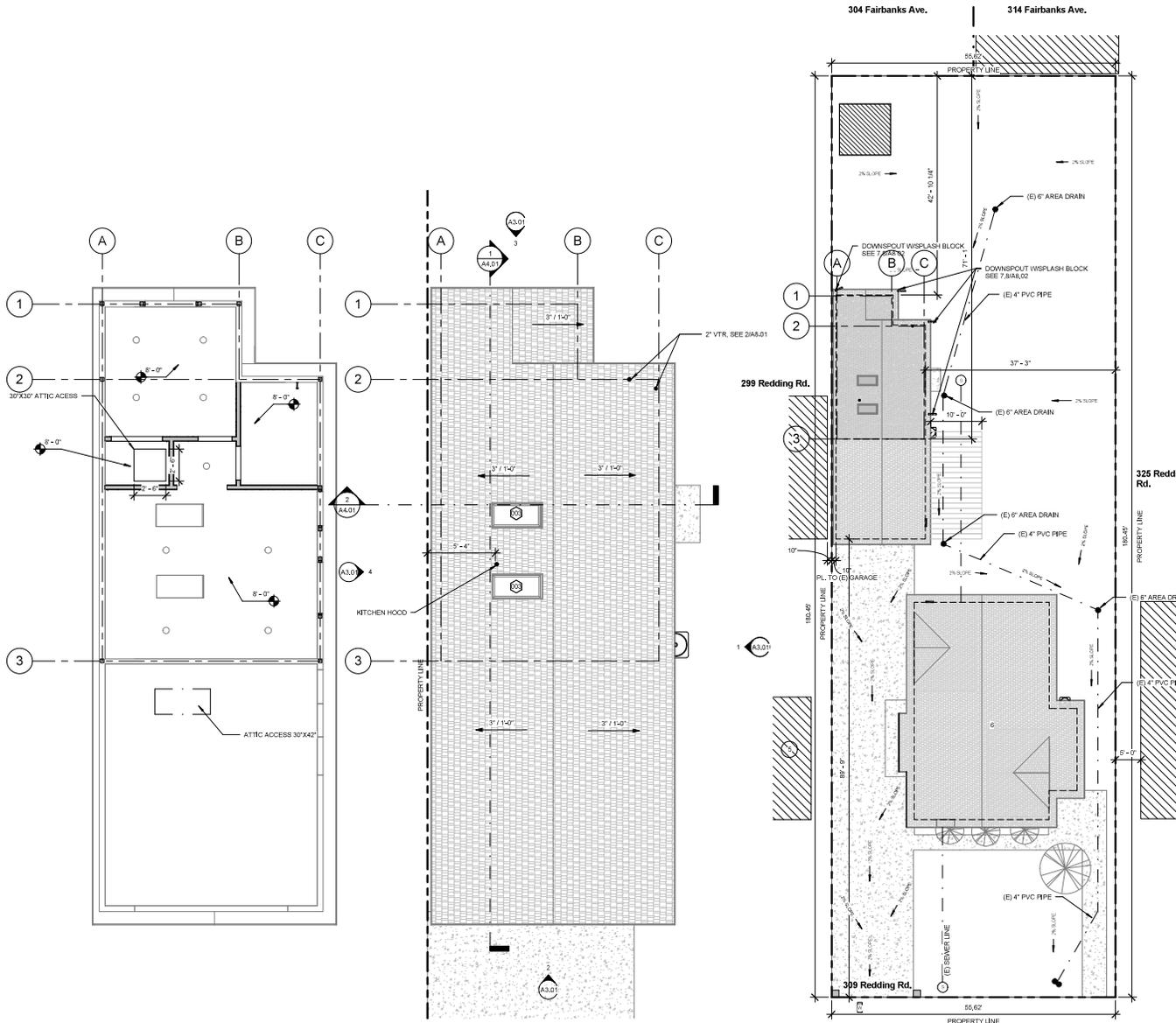
Handwritten signature/initials

A Second Dwelling Unit For:
Buddhadeb Basu
 308 Redding Rd, Campbell, CA 95008

No.	Date	Description
1	1/31/19	PRELIM
2	6/7/19	PERM-02

Drawn by: **AD**
 Checked by: **AD**
 Project Number: **180711**
 Scale: **As Indicated**

A2.11



GENERAL NOTES

- A. ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE PERFORMED TO DIMENSION, GRADE, EXTENT AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE RDM DESIGN STUDIO'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO HE SHALL BE PROCEEDING AT HIS OWN RISK. OMISSIONS FROM THE DRAWINGS AND SPECIFICATIONS OR THE MISDESCRIPTION OF THE WORK WHICH MANIFESTS ITSELF NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH IS CUSTOMARILY PERFORMED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMISSIONS OR WORK DESCRIBED AS PARTS OF THE WORK AS FULLY AND COMPLETELY AS DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS. SITE CONDITIONS, ALL CONTRACTORS AND SUB CONTRACTORS SHALL VERIFY DIMENSIONS AND CONDITIONS AT THE SITE PRIOR TO THE BEGINNING OF THEIR WORK. FAILURE TO DO SO SHALL NOT RELIEVE THEM FROM THE RESPONSIBILITY OF ESTIMATING THE WORK. IF ANY VARIATION, DISCREPANCY OR OMISSION BETWEEN THE INTENT OF THESE CONTRACT DOCUMENTS AND THE ACTING CONDITIONS ARE FOUND, THE CONTRACTOR OR SUB CONTRACTOR SHALL NOTIFY RDM DESIGN STUDIO IN WRITING AND OBTAIN WRITTEN RESOLUTION FROM RDM DESIGN STUDIO PRIOR TO PROCEEDING WITH ANY RELATED WORK.
- B. ALL EXTERIOR LIGHTS WILL BE SHIELDED AND DOWNWARD DIRECTED.
- C. EXCAVATION ACTIVITIES ASSOCIATED WITH THE PROPOSED SCOPE OF WORK SHALL OCCUR NO CLOSER THAN 10 FEET FROM THE EXISTING STREET TREES, OR AS APPROVED BY THE URBAN FORESTRY DIVISION CONTACT (86) 866-860. ANY CHANGES SHALL BE APPROVED BY THE SAME.
- D. DRYER VENTS SHALL TERMINATE ON THE EXTERIOR OF THE BUILDING AND WILL HAVE A BACK DRAFT DAMPER (UPPER) SCREENS SHALL NOT BE PERMITTED OR INSTALLED AT THE DRYER VENT TERMINATION. CLOTHES DRYER VENT PIPES SHALL NOT PASS THROUGH OR ENTER INTO DUCTING OR PLUMBING. DRYER DUCTING SHALL NOT BE FASTENED WITH SCREW TYPE FASTENERS WHICH MAY IMPED THE AIR FLOW OR CAUTION UNIT. VENT MUST BE FASTENED AND SEALED SUBSTANTIALLY AIR TIGHT AT EACH JOINT. AN APPROVED FASTENING SYSTEM (ALUMINUM DUCT TAPE) A MINIMUM OF 4-INCH DIAMETER DUCT IS REQUIRED.
- E. CLOTHES DRYER VENT DUCTS SHALL BE METAL AND SHALL HAVE A SMOOTH INTERIOR SURFACE. AN APPROVED FLEXIBLE DUCT CONNECTOR OR NOT MORE THAN 6 FEET IN LENGTH MAY BE USED TO CONNECT THE DRYER TO THE DRYER VENT. FLEXIBLE DUCT CONNECTORS SHALL NOT BE CONCEALED WITHIN THE CONSTRUCTION. FLEX DUCT CONNECTORS SHALL NOT PASS INTO OR THROUGH CONDENSABLE SPACE. THIS INCLUDES CABINETS, WALLS AND ATTIC SPACES.
- F. AD DRYER VENT DUCT SHALL NOT EXCEED THE MAXIMUM LENGTH (HORIZONTAL AND/OR VERTICAL) OF 14 FEET INCLUDING TWO (2) 90 DEGREE TURNS WITHOUT A MECHANICAL UPSHADE. TWO FEET OF LENGTH SHALL BE REQUIRED FOR EACH ADDITIONAL 90 DEGREE TURN.
- G. MOBILE EQUIPMENT, FURNITURE, ETC. SHALL BE REMOVED BY OWNER PRIOR TO COMMENCEMENT OF DEMOLITION WORK.
- H. CONTRACTOR SHALL MAINTAIN THE BUILDING IN A WEATHER TIGHT CONDITION.
- I. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO CONSTRUCTION TO REMAIN OR OCCUPIED AREAS WHERE VARIOUS SYSTEM CONNECTIONS OR EXTENSIONS ARE REQUIRED.
- J. THE OWNER WILL RETAIN SALVAGE ITEMS AS DESIGNATED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF CONSTRUCTION DEBRIS AND ITEMS NOT DESIGNATED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR STORAGE AND PROTECTION OF SALVAGE ITEMS WHICH MAY BE REUSED.
- K. REMOVE MISCELLANEOUS EQUIPMENT ATTACHED TO WALLS, FLOORS OR CEILING WHERE INDICATED.
- L. REMOVE FLOORING AND BASE THROUGHOUT UNDO.
- M. WHERE REMOVAL OF FLOOR COVERINGS AND WALL BASE ARE REQUIRED, REMOVE ONLY MATERIAL NECESSARY TO COMPLETE DEMOLITION. DEMOLITION INCLUDES DEBRIS, GROUTING BEDS, ETC. AND REQUIRES REMOVAL SURFACES TO BE PREPARED FOR NEW CONSTRUCTION.
- N. CONTRACTOR SHALL PREVENT ACCESS OF UNAUTHORIZED PERSONS TO PARTLY DEMOLISHED STRUCTURES OR AREAS. PROVIDE BARRICADES OR REBUILT OF ZONES.
- O. ALL ITEMS FOR RE USE SHALL BE STORED BY CONTRACTOR ON SITE IN OWNER'S BUILDING AT SPECIFIED LOCATION. ITEMS TO BE REUSED ARE TO BE CLEANED, PATCHED, REFINISHED, PAINTED OR REPAIRED AS REQUIRED PRIOR TO INSTALLATION.
- P. ITEMS NOT TO BE RETAINED BY OWNER SHALL BE DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. THE STORING OF EXCESS MATERIAL ON SITE WILL NOT BE ALLOWED.
- Q. DISCONNECT AND REMOVE ELECTRICAL EQUIPMENT AND WIRING BACK TO SOURCE FOR ALL EQUIPMENT AND LIGHTING TO BE DEMOLISHED.
- R. ALL EXISTING ON SITE UTILITIES SHALL REMAIN UNLESS DESIGNATED FOR REMOVAL, OR SHOULD THEY INTERFERE WITH PROJECT CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES TO REMAIN.
- S. CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK WITH APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK.
- T. APPROVAL OF THESE PLANS DOES NOT RELEASE THE OWNER AND/OR CONTRACTOR OF THE RESPONSIBILITY FOR THE CORRECTIONS OF MISTAKES, ERRORS, OR OMISSIONS CONTAINED THEREIN. IF DURING THE COURSE OF CONSTRUCTING IMPROVEMENTS, PUBLIC INTEREST REQUIRES A MODIFICATION OF OR A DEPARTURE FROM THE CITY OF CUPERTINO SPECIFICATION OR THESE IMPROVEMENT PLANS, THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATION OR DEPARTURE, AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE COMPLETED, AT THE SOLE EXPENSE OF THE OWNER AND/OR CONTRACTOR.
- U. ALL PUBLIC IMPROVEMENTS MUST BE COMPLETED PRIOR TO OCCUPANCY.
- V. CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL AND ENSURING THE AREA ADJACENT TO THE WORK IS LEFT IN A CLEAN CONDITION.
- W. CONTRACTOR SHALL REVIEW CITY DETAIL #4 ON TREE PROTECTION PRIOR TO ACCOMPLISHING ANY WORK OR REMOVING ANY TREES.
- X. UTILIZE BEST MANAGEMENT PRACTICES (BMPs), AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD, FOR ANY ACTIVITY WHICH DISTURBS THE SOIL.
- AA. A WORK SCHEDULE OF GRADING AND EROSION & SEDIMENT CONTROL PLAN SHALL BE PROVIDED TO THE CITY ENGINEER BY AUGUST 15. NO HILLSIDE GRADING SHALL BE PERFORMED BETWEEN OCTOBER 1 AND APRIL 1.
- AB. TO INITIATE RELEASE OF BONDS, CONTACT THE PUBLIC WORKS INSPECTOR FOR FINAL INSPECTION.
- AC. ALL DOWNSPOUTS TO BE RELEASED TO THE GROUND SURFACE, DIRECTLY AWAY FROM BUILDING FOUNDATIONS AND DIRECTED TO UNPAVED AREAS.
- AD. PRIOR TO BEGINNING ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR WILL BE RESPONSIBLE FOR PULLING AN ENCROACHMENT PERMIT FROM THE PUBLIC WORKS DEPARTMENT.
- AE. DRAINAGE IS RELOCATED/PAVED, THEREFORE, A STREET CUT MORTAR/TOURISM IS IN PLACE FOR A PERIOD OF THREE YEARS. HOWEVER, EXCEPTIONS CAN BE MADE TO ANY UTILITY WORK IN THE PAVEMENT.
- AF. IF THE PROJECT DAMAGES THE CITY'S SIDEWALK OR CURB AND GUTTER AS RESULT OF CONSTRUCTION ACTIVITIES, THE PROPERTY OWNER WILL BE RESPONSIBLE TO REMOVE AND REPLACE ANY DAMAGES AS DIRECTED BY THE PUBLIC WORKS INSPECTOR. AN ENCROACHMENT PERMIT WILL ALSO BE REQUIRED.

ATTIC VENTILATION AND VTR CALCULATION

<ul style="list-style-type: none"> • PROVIDE 4"x16" ATTIC VENTS EVENLY SPACED AROUND PERIMETER OF ROOF FOR CROSS VENTILATION REQUIREMENTS. NEW NET ATTIC 1109 SF MIN. ROOF 	<ul style="list-style-type: none"> OR • PROVIDE 21"x24" EYEBROW VENTS EVENLY SPACED AROUND PERIMETER OF ROOF FOR CROSS VENTILATION REQUIREMENTS. 	<p>VTR CALCULATION:</p> <p>1'x2' VENT = 1 x 1.31416</p> <p>4 = 4</p>
<ul style="list-style-type: none"> ATTIC AREA 458 SF 30% x 458 SF = 137 SF 229 SF / 57.5 = 3.98 SF 2.5 SF x 144 = 360 SQ. IN. FREIZE VENT SIZE 4" X 16" = 64 SQ. IN. EA. 288 SQ. IN. 	<ul style="list-style-type: none"> • 30% x 458 SF = 137 SF • 229 SF / 57.5 = 3.98 SF • 2.5 SF x 144 = 360 SQ. IN. • 288 SQ. IN. 	<ul style="list-style-type: none"> • 229 SF / 57.5 = 3.98 SF • 2.5 SF x 144 = 360 SQ. IN. EA. • 288 SQ. IN.

RDS
Rdm Design Studio
1822 W Campbell Ave., Suite 108
Campbell, CA 95008
mahn@rdmdesignstudio.com
www.rdmdesignstudio.com
(925) 949-9002

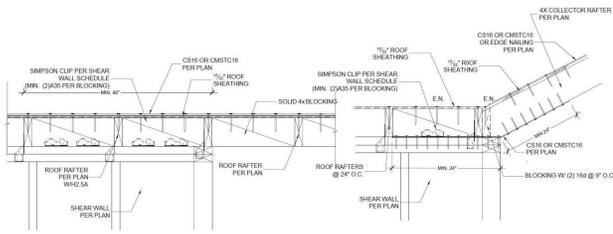
Handwritten signature

A Second Dwelling Unit For:
Burdhadeb Basu
309 Redding Rd., Campbell, CA 95008

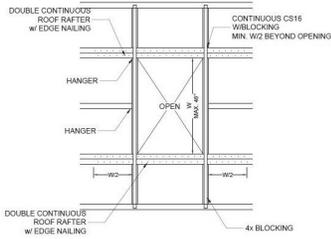
Rev.	Date	Revision Description
1	1/31/19	PLM:01
2	6/7/19	PER:00

Preparation	REFLECTED CEILING PLAN AND ROOF PLAN
Project Date	11/12/2018
Drawn by	RCB
Checked by	RCB
Project Number	180711
Scale	As Indicated

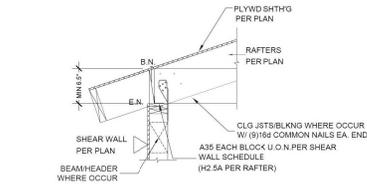
A2.21



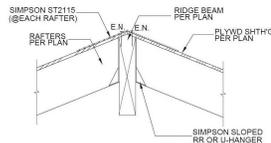
10 ROOF DIAPHRAGM STRAP
NTS



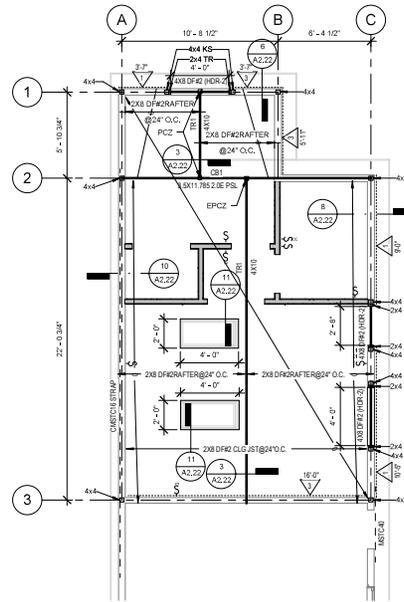
11 OPENING IN ROOF
NTS



8 SHEAR TRANSFER AT SHEAR WALL
NTS

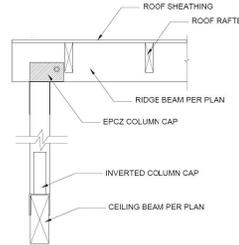


9 TOP RIDGE BEAM CONNECTION
NTS



- ROOF RAFTER:
- 2X8 D.F. NO.2 @ 24" W/LSU28 FOR RAFTER SPAN UP TO 12'
 - 2X10 D.F. NO.2 @ 24" W/LSU28 FOR RAFTER SPAN UP TO 18'
 - 2X12 D.F. NO.2 @ 24" W/LSU20 FOR RAFTER SPAN UP TO 18'
- CEILING JOIST:
- 2X8 D.F. NO.2 @ 24" O.C. W/LSU28 MAX 12'
 - 2X6 D.F. NO.2 @ 24" O.C. W/LSU28 MAX 16'
 - 2X10 D.F. NO.2 @ 24" O.C. W/LSU20 MAX 20'
- HEADER (L/U) D.C.:
- 4X6 D.F. NO.1 SPAN UP TO 6'
 - 4X10 D.F. NO.1 SPAN UP TO 9'
 - 4X12 D.F. NO.1 SPAN UP TO 10'
- ALL BEAM TO POSTS WITH EPCZ POST CAP UNLESS NOTED OTHERWISE IN DETAILS OR PLAN

5 FRAMING PLAN REFERENCE ONLY
1/4" = 1'-0"



6 KING POST SUPPORT
NTS

MARK	SHEATHING	EDGE NAIL	SHEAR TRANSFER PLATE NAIL	SHEAR CLIP	SILL PLATE ANCHORS	ALLOWABLE SHEAR (LBF)
1	15/32" Sheathing	10# @ 6"	16# @ 6" O.C.	A35 @ 24"	5/8" x 12" @ 4'-0"	310
2	15/32" Sheathing	10# @ 4"	16# @ 4" O.C.	A35 @ 16"	5/8" x 12" @ 3'-0"	460
3	15/32" Sheathing	10# @ 3"	16# @ 3" O.C.	A35 @ 12"	5/8" x 12" @ 2'-0"	600
4	15/32" Sheathing	10# @ 2"	16# @ 2" O.C.	A35 @ 9"	5/8" x 12" @ 1'-6"	770
5	15/32" Sheathing (6th Side)	10# @ 3"	50225500 @ 3" O.C.	LTH4 @ 12"	5/8" x 12" @ 1'-0"	1200
6	15/32" Sheathing (6th Side)	10# @ 2"	50225500 @ 3" O.C.	LTH4 @ 8"	5/8" x 12" @ 8"	1540

SHEAR WALL NOTES:

- CONTRACTOR SHALL REVIEW ALL TYPICAL SHEAR WALL CONNECTION DETAILS PRIOR TO START CONSTRUCTION.
- SHEAR WALL SHEATHING SHALL BE 15/32" CD, CC OR BETTER PLYVD. w/ ALL EDGES BLOCKED AND NAILED PER THE SHEAR WALL SCHEDULE.
- TYPICAL FASTENERS: 10# COMMON UNLESS OTHERWISE NOTED. NAILS EXPOSED TO THE EXTERIOR SHALL BE GALVANIZED. FIELD NAILING IS 10# @ 12" O.C.
- LTH4 CAN BE USED INSTEAD OF ASS SHEAR CLIP.
- FRAMING: 2x D.F. TYP @ 16" O.C.
- FRAMING AT ADJOINING PANEL EDGES SHALL BE 3" NOMINAL OR WIDER AND NAIL SHALL BE STAGGERED WHERE SPACING IS 3' OR LESS ON CENTER.
- END NAIL STUDS TO SILL PLATE WITH (2) 20# BOX NAIL INSTEAD OF (2) 16# COMMON NAILS.
- IF NEW ANCHOR BOLTS REQUIRED AT EXISTING FOUNDATION: PROVIDE 9/8" x MIN 12" EMBEDMENT INTO EXISTING CONCRETE EPOXIED ANCHOR BOLTS SPACING SHOWN AT SHEAR WALL SCHEDULE. PROVIDE 3"X3"X1/4" PLATE WASHER.
- CONTRACTOR TO VERIFY THE EXISTING PLYWOOD EDGE NAILING. TYPE OF PLYWOOD USED AND SPACING ON EXISTING ANCHOR BOLTS IN FIELD.
- SPECIAL INSPECTION BY INSPECTOR REQUIRED FOR HOLD DOWN INSTALLATION INTO EXISTING FOUNDATION.
- SPECIAL INSPECTION IS REQUIRED FOR STRUCTURAL WOOD SHEAR WALL COMPONENTS WITH NAIL SPACING CLOSER THAN 4" OC PER CBC 1705.11.2.

3 SHEAR WALL SCHEDULE
NTS

Mehang

NO.	DATE	REVISION DESCRIPTION
1	6/7/19	PLING 02

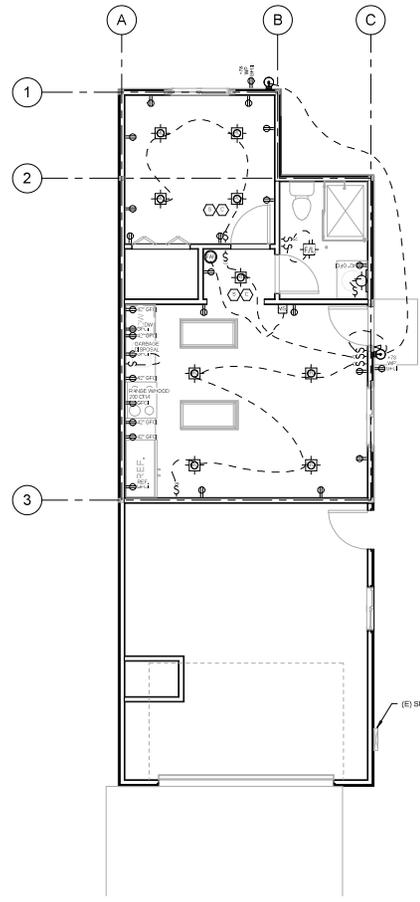
Description	
Project Date	11/12/2019
Drawn by	ROD
Checked by	ROD
Project Number	180711
Scale	As Indicated

M. S. Basu

A Second Dwelling Unit For:
Burdhadeb Basu
 300 Redding Rd, Campbell, CA 95008

GENERAL NOTES

- a. ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE PERFORMED FOR DIMENSION, GRADE, EXTENT, AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCIES UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO PROCEED, HE SHALL BE PROCEEDING AT HIS OWN RISK. OMISSIONS FROM THE DRAWINGS AND SPECIFICATIONS OR THE MISDESCRIPTION OF THE WORK WHICH IS NECESSARY TO CARRY OUT THE INTENT OF THE DRAWINGS AND SPECIFICATIONS, OR WHICH IS CUSTOMER REQUESTED, SHALL NOT RELIEVE THE CONTRACTOR FROM PERFORMING SUCH OMITTED OR MISDESCRIBED DETAILS OF THE WORK AS FULLY AND COMPLETELY YET FAST AND AS REQUIRED IN THE DRAWINGS AND SPECIFICATIONS. SITE CONDITIONS, AND CONTRACTOR'S OBSERVATIONS, SUB-CONTRACTORS SHALL VERIFY DIMENSIONS AND CONDITIONS AT THE SITE PRIOR TO COMMENCEMENT OF THEIR WORK. FAILURE TO DO SO SHALL NOT RELEASE THEM FROM THE RESPONSIBILITY OF ESTIMATING THE WORK. IF ANY VARIATION, DISCREPANCY OR OMISSION BETWEEN THE INTENT OF THESE CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS ARE FOUND, THE CONTRACTOR OR SUB-CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING AND OBTAIN WRITTEN RESOLUTION FROM ROOM DESIGN STUDIO PRIOR TO PROCEEDING WITH ANY RELATED WORK.
- b. ALL EXTERIOR LIGHTS WILL BE SHIELDED AND DOWNWARD DIRECTED.
- c. REMOVABLE EQUIPMENT, FURNITURE, ETC., SHALL BE REMOVED BY OWNER PRIOR TO COMMENCEMENT OF DEMOLITION WORK.
- d. CONTRACTOR SHALL MAINTAIN THE BUILDING IN A WEATHER TIGHT CONDITION.
- e. THE OWNER WILL RETAIN SALVAGE ITEMS AS DESIGNATED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL REMOVAL OF CONSTRUCTION DEBRIS AND/OR ITEMS NOT RETAINED BY THE OWNER. THE CONTRACTOR IS RESPONSIBLE FOR STORAGE AND PROTECTION OF SALVAGE ITEMS WHICH ARE REUSED.
- f. REMOVE MISCELLANEOUS EQUIPMENT ATTACHED TO WALLS, FLOORS OR CEILING WHERE INDICATED.
- g. WHERE REMOVAL OF FLOOR COVERINGS AND WALL BASE ARE REQUIRED, REMOVE ONLY MATERIAL NECESSARY TO COMPLETE DEMOLITION. DEMOLITION INCLUDES ADHESIVES, GROUTING BEDS, ETC., AND REQUIRES REMAINING REMOVAL SURFACES TO BE PREPARED FOR NEW CONSTRUCTION.
- h. CONTRACTOR SHALL PREVENT ACCESS OF UNAUTHORIZED PERSONS TO PARTLY DEMOLISHED STRUCTURES OR AREAS. PROVIDE BARRICADES OR RIBBONED OFF ZONES.
- i. ALL ITEMS FOR RE-USE SHALL BE STORED BY CONTRACTOR ON SITE IN OWNER'S BUILDING AT SPECIFIED LOCATION. ITEMS TO BE RE-USED ARE TO BE CLEANED, PATCHED, REFINISHED, PAINTED OR REPAIRED AS REQUIRED PRIOR TO INSTALLATION.
- j. ITEMS NOT TO BE RETAINED BY OWNER SHALL BE DISPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. THE STOOPIPING OF EXCESS MATERIAL ON SITE WILL NOT BE ALLOWED.
- k. DISCONNECT AND REMOVE ELECTRICAL EQUIPMENT AND WIRING BACK TO SOURCE FOR ALL EQUIPMENT AND LIGHTING TO BE DEMOLISHED.
- l. ALL EXISTING ON-SITE UTILITIES SHALL REMAIN UNLESS DESIGNATED FOR REMOVAL OR SHOULD THEY INTERFERE WITH PROJECT CONSTRUCTION. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES TO REMAIN.
- m. CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK WITH APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK.



RESIDENTIAL ENERGY REQUIREMENT NOTES

- a. RECESSED DOWNLIGHT LUMINAIRES IN CEILINGS SHALL BE LISTED FOR ZERO CLEARANCE. SHALL BE CERTIFIED AS AIRTIGHT (INCLUDING EXHAUST FAN HOUSINGS), SHALL BE SEALED WITH A GASKET OR GULLA BETWEEN THE LUMINAIRE HOUSING AND CEILING. SHALL NOT CONTAIN SCREW BASE SOCKETS, AND ALL LIGHT SOURCES SHALL BE MARKED WITH "AN2016" AS SPECIFIED IN REFERENCE: JGWT APPROX J4M.
- b. ALL FORWARD PHASE CUT DIMMERS USED WITH LED LIGHT SOURCES SHALL COMPLY WITH NEMA S17A.
- c. EXHAUST FANS SHALL BE SWITCHED SEPARATELY FROM LIGHTING SYSTEM.
- d. LUMINAIRES SHALL BE SWITCHED WITH READILY ACCESSIBLE CONTROLS THAT PERMIT THE LUMINAIRES TO BE MANUALLY SWITCHED ON AND OFF.
- e. IN BATHROOMS, GARAGES, LAUNDRY ROOMS, AND UTILITY ROOMS, AT LEAST ONE LUMINAIRE IN EACH OF THESE SPACES SHALL BE CONTROLLED BY A VACANCY SENSOR.
- f. DIMMERS OR VACANCY SENSORS SHALL CONTROL ALL LUMINAIRES (EXCEPTIONS: LUMINAIRES IN CLOSETS LESS THAN 10 SQ. FT. AND HALLWAYS).
- g. UNDER CABINET LIGHTING SHALL BE SWITCHED SEPARATELY FROM OTHER LIGHTING SYSTEMS.
- h. RESIDENTIAL OUTDOOR LIGHTING SHALL BE CONTROLLED BY A MANUAL ON AND OFF SWITCH WITH PHOTOCELL AND MOTION SENSOR.
- i. RECESSED DOWNLIGHT LUMINAIRES IN CEILINGS SHALL BE LISTED FOR ZERO CLEARANCE. SHALL BE CERTIFIED AS AIRTIGHT (INCLUDING EXHAUST FAN HOUSINGS), SHALL BE SEALED WITH A GASKET OR GULLA BETWEEN THE LUMINAIRE HOUSING AND CEILING. SHALL NOT CONTAIN SCREW BASE SOCKETS, AND ALL LIGHT SOURCES SHALL BE MARKED WITH "AN2016" AS SPECIFIED IN REFERENCE: JGWT APPROX J4M.
- j. ALL FORWARD PHASE CUT DIMMERS USED WITH LED LIGHT SOURCES SHALL COMPLY WITH NEMA S17A.
- k. EXHAUST FANS SHALL BE SWITCHED SEPARATELY FROM LIGHTING SYSTEM.
- l. LUMINAIRES SHALL BE SWITCHED WITH READILY ACCESSIBLE CONTROLS THAT PERMIT THE LUMINAIRES TO BE MANUALLY SWITCHED ON AND OFF.
- m. IN BATHROOMS, GARAGES, LAUNDRY ROOMS, AND UTILITY ROOMS, AT LEAST ONE LUMINAIRE IN EACH OF THESE SPACES SHALL BE CONTROLLED BY A VACANCY SENSOR.
- n. DIMMERS OR VACANCY SENSORS SHALL CONTROL ALL LUMINAIRES (EXCEPTIONS: LUMINAIRES IN CLOSETS LESS THAN 10 SQ. FT. AND HALLWAYS).
- o. UNDER CABINET LIGHTING SHALL BE SWITCHED SEPARATELY FROM OTHER LIGHTING SYSTEMS.
- p. RESIDENTIAL OUTDOOR LIGHTING SHALL BE CONTROLLED BY A MANUAL ON AND OFF SWITCH WITH PHOTOCELL AND MOTION SENSOR.
- q. COMPLETED DFR 120-V FORM MUST BE PROVIDED TO THE BUILDING INSPECTOR, PRIOR TO FINAL INSPECTION. A CONDENSATE DRAIN THAT IS MORE THAN 2" ABOVE THE BASE OF THE INSTALLED WATER HEATER, AND ALONG WITH NATURAL DRAINING WITHOUT PUMPS ASSISTANCE, PROVIDED VENTILATION HEATING AND AIR CONDITIONING SYSTEM WITH MERV 6 FILTERS OR BETTER.
- r. ALL BRANCH CIRCUITS THAT SUPPLY OUTLETS INSTALLED IN DWELLING UNIT KITCHENS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLOYS, DEN, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, LAUNDRY AREAS, OR SIMILAR ROOMS OR AREAS SHALL BE PROTECTED BY AN ARC-FULT CIRCUIT INTERRUPTER.
- s. TERMINATION OF ENVIRONMENTAL AIR DUCTS: ENVIRONMENTAL AIR DUCT EXHAUST SHALL TERMINATE A MINIMUM OF THREE (3) FEET (914 MM) FROM PROPERTY LINE AND THREE (3) FEET (914 MM) FROM SPRINGS INTO THE BUILDING.

ELECTRICAL LEGEND

ALL BRANCH CIRCUITS THAT SUPPLY OUTLETS INSTALLED IN DWELLING UNIT KITCHENS, FAMILY ROOMS, DINING ROOMS, LIVING ROOMS, PARLOYS, DEN, BEDROOMS, SUNROOMS, RECREATION ROOMS, CLOSETS, HALLWAYS, LAUNDRY AREAS, OR SIMILAR ROOMS OR AREAS SHALL BE PROTECTED BY AN ARC-FULT CIRCUIT INTERRUPTER, SEE ELECTRICAL OUTLET HEIGHT AT 11A/10/2.

THE EXHAUST SYSTEM SHALL TERMINATE AS FOLLOWS

- a. OUTSIDE THE BUILDING WITH A FAN OR DUCT THROUGH THE ROOF, OR TO THE ROOF FROM OUTSIDE, AS IN SECTION 910.8.2, OR THROUGH A WALL, AS IN SECTION 910.8.3, TO OUT-TERMINATIONS.
- b. ROOFTOP TERMINATIONS SHALL BE ARRANGED WITH THE FOLLOWING:
 - a. A MINIMUM OF TEN (10) FEET (3.05 MM) OF CLEARANCE FROM THE OUTLET TO ADJACENT BUILDINGS, PROPERTY LINES, AND AIR INTAKES, WHERE SPACE LIMITATIONS ABSOLUTELY PREVENT A TEN (10) FOOT (3.05 MM) HORIZONTAL SEPARATION FROM AN AIR INTAKE, A VERTICAL SEPARATION SHALL BE PERMITTED, WITH THE EXHAUST OUTLET BEING A MINIMUM OF THREE (3) FEET (914 MM) ABOVE ANY AIR INTAKE LOCATED WITHIN TEN (10) FEET (3.05 MM) HORIZONTALLY.
 - b. THE EXHAUST FAN SHALL BE LOCATED FROM THE SURFACE OF THE ROOF AND A MINIMUM OF FORTY (40) INCHES (1.016 MM) ABOVE THE ROOF SURFACE.
 - c. THE ABILITY TO DRAIN GREASE OUT OF ANY TRAPS OR LOW POINTS FORMED IN THE FAN OR DUCT NEAR THE TERMINATION OF THE SYSTEM INTO A COLLECTION CONTAINER THAT IS NONCOMBUSTIBLE, CLOSED, RAINPROOF, STRUCTURALLY SOUND FOR THE SERVICE TO WHICH IT IS APPLIED, AND WILL NOT SUSTAIN COMBUSTION. A GREASE COLLECTION DEVICE THAT IS APPLIED TO EXHAUST SYSTEMS SHALL NOT IMPAIR THE PERFORMANCE OF ANY FAN.
- c. EXCEPTION: GREASE CONTAINERS THAT ARE EVALUATED FOR EQUIVALENCY WITH THE PRECEDING REQUIREMENTS AND LISTED AS SUCH.
- d. A LISTED GREASE DUCT COMPLYING WITH SECTION 910.4, OR WITH DUCTWORK COMPLYING WITH SECTION 910.5.
- e. A MINIMUM OF TEN (10) FEET (3.05 MM) OF CLEARANCE FROM THE OUTLET TO ADJACENT BUILDINGS, PROPERTY LINES, AND AIR INTAKES, WHERE SPACE LIMITATIONS ABSOLUTELY PREVENT A TEN (10) FOOT (3.05 MM) HORIZONTAL SEPARATION FROM AN AIR INTAKE, A VERTICAL SEPARATION SHALL BE PERMITTED, WITH THE EXHAUST OUTLET BEING A MINIMUM OF THREE (3) FEET (914 MM) ABOVE THE ROOF SURFACE.
- f. THE EXHAUST FAN SHALL BE LOCATED FROM THE SURFACE OF THE ROOF AND A MINIMUM OF FORTY (40) INCHES (1.016 MM) ABOVE THE ROOF SURFACE.
- g. OTHER APPROVED FAN PROVIDED (1) IT MEETS THE REQUIREMENTS OF SECTIONS 910.8.2(a) AND 911.1.1, AND (2) ITS DISCHARGE OR ITS EXTENDED DUCT DISCHARGE MEETS THE REQUIREMENTS OF SECTION 910.8.2(b).

MIDDLE - 4F5-30A-0CC	MIDDLE - M-COOP-54 PM
POWER SOURCE: 120VAC; 9V BATTERY BACKUP	THREE AA BATTERIES (INCLUDED)
AUXILIARY: 1500 BTU AT 100F (37.4C)	ELECTROCHEMICAL
TEMPERATURE RANGE: 40F (4.4C) TO 100F (37.4C)	AUDIBLE ALARM: 80DB AT 100F (37.4C)
HUMIDITY RANGE: UP TO 85% RELATIVE HUMIDITY (RH)	TEMPERATURE RANGE: 40F (4.4C) TO 100F (37.4C)
SENSOR: MONITATION	HUMIDITY RANGE: 5% TO 90% RELATIVE HUMIDITY (RH)
WIRING: QUICK CONNECT PLUG WITH 8' PRETAPED CABLE	(RH): 4.5" X 2.75" X 1.5" D
SIZE: 5.75" IN DIAMETER X 1.25" DEPTH	WEIGHT: 66.68 (NO BATTERIES)
WEIGHT: 4.8 LB	WIRING: NO
INTERCONNECTS: UP TO 24 DEVICES OF WHICH 16 CAN BE INITIATING	INTERCONNECTS: (NO BATTERIES)
	WARRANTY: 10 YEAR LIMITED

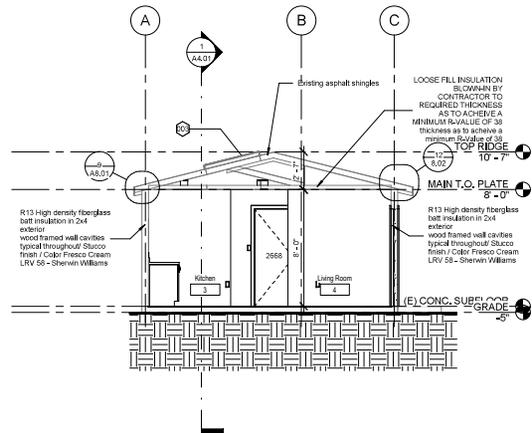
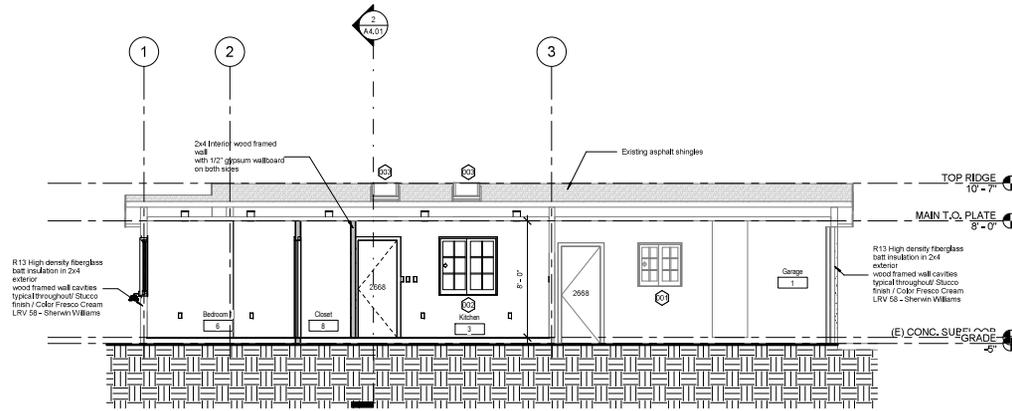
Revisions	
No.	Date
3	7/2-19

Description	ELECTRICAL AND LIGHTING FLOOR PLAN
Project Date	11/12/2018
Drawn by	RCS
Checked by	RCS
Project Number	180711
Scale	As Indicated

A2.23

GENERAL NOTES

- A. ALL WORK DESCRIBED IN THE DRAWINGS SHALL BE PERFORMED TO DIMENSION, GRADE, EXTENT, AND COMPATIBILITY TO THE EXISTING SITE. ANY DISCREPANCIES AND UNEXPECTED CONDITIONS THAT AFFECT OR CHANGE THE WORK DESCRIBED IN THE CONTRACT DOCUMENTS SHALL BE BROUGHT TO THE RDM DESIGN STUDIO'S ATTENTION IMMEDIATELY. DO NOT PROCEED WITH THE WORK IN THE AREA OF DISCREPANCY UNTIL ALL SUCH DISCREPANCIES ARE RESOLVED. IF THE CONTRACTOR CHOOSES TO DO SO HE SHALL BE PROCEEDING AT HIS OWN RISK. OMISSIONS FROM THE DRAWINGS AND SPECIFICATIONS OR THE NEGLECT OR OMISSION OF DETAILS OF THE WORK AS FULLY AND COMPLETELY SET FORTH AND DESCRIBED IN THE DRAWINGS AND SPECIFICATIONS, SITE CONDITIONS, ALL CONTRACTORS AND SUBCONTRACTORS SHALL VERIFY DIMENSIONS AND CONDITIONS OF THESE CONTRACT DOCUMENTS AND THE EXISTING CONDITIONS BEFORE THE CONTRACTOR OR SUBCONTRACTOR SHALL NOTIFY RDM DESIGN STUDIO IN WRITING AND OBTAIN WRITTEN RESOLUTION FROM RDM DESIGN STUDIO PRIOR TO PROCEEDING WITH ANY RELATED WORK.
 - B. EDUCATION ACTIVITIES ASSOCIATED WITH THE PROPOSED SCOPE OF WORK SHALL OCCUR NO CLOSER THAN 10 FEET FROM THE EXISTING STREET TREE, OR AS APPROVED BY THE URBAN FORESTRY DIVISION CONTACT 650-496-5993. ANY CHANGES SHALL BE APPROVED BY THE SAME.
 - C. MOVABLE EQUIPMENT, FURNITURE, ETC. SHALL BE REMOVED BY OWNER PRIOR TO COMMENCEMENT OF DEMOLITION WORK.
 - D. CONTRACTOR SHALL MAINTAIN THE BUILDING IN A WEATHER TIGHT CONDITION.
 - E. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT DAMAGE TO CONSTRUCTION TO REMAIN OR OCCUPIED AREAS WHERE VARIOUS SYSTEM CONNECTIONS OR EXTENSIONS ARE REQUIRED.
 - F. THE OWNER WILL RETAIN SALVAGE ITEMS AS DESIGNATED BY THE OWNER'S REPRESENTATIVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL REMOVAL OF CONSTRUCTION DEBRIS AND/OR ITEMS NOT RETAINED BY THE OWNER.
 - G. THE CONTRACTOR IS RESPONSIBLE FOR STORAGE AND PROTECTION OF SALVAGE ITEMS WHICH MAY BE REUSED.
 - H. REMOVE MISCELLANEOUS EQUIPMENT ATTACHED TO WALLS, FLOORS OR CEILING WHERE INDICATED.
 - I. REMOVE FLOORING AND BASE THROUGHOUT UNL.
 - J. THESE REMOVALS OF FLOOR COVERINGS AND WALL BASE ARE REQUIRED. REMOVE ONLY MATERIAL NECESSARY TO COMPLETE DEMOLITION. DEMOLITION INCLUDES JOISTS, GROUTING BEDS, ETC., AND REQUIRES REMAINING REMOVAL SURFACES TO BE PREPARED FOR NEW CONSTRUCTION.
 - K. CONTRACTOR SHALL PREVENT ACCESS OF UNAUTHORIZED PERSONS TO PARTLY DEMOLISHED STRUCTURES OR AREAS. PROVIDE BARRICADES OR RED ZONE OFF ZONES.
 - L. ALL ITEMS FOR REUSE SHALL BE STORED BY CONTRACTOR ON SITE IN OWNER'S BUILDING AT SPECIFIED LOCATION. ITEMS TO BE REUSED ARE TO BE CLEANED, PATCHED, REFINISHED, PAINTED OR REPAIRED AS REQUIRED PRIOR TO INSTALLATION.
 - M. ITEMS NOT TO BE RETAINED BY OWNER SHALL BE DEPOSED OF BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE. THE STOCKPILING OF EXCESS MATERIAL ON SITE WILL NOT BE ALLOWED.
 - N. DISCONNECT AND REMOVE ELECTRICAL EQUIPMENT AND WIRING BACK TO SOURCE FOR ALL EQUIPMENT AND LIGHTING TO BE DEMOLISHED.
 - O. ALL EXISTING ON-SITE UTILITIES SHALL REMAIN UNLESS DESIGNATED FOR REMOVAL OR SHOULD THEY INTERFERE WITH PROJECT CONSTRUCTION CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES TO REMAIN.
 - P. CONTRACTOR SHALL COORDINATE ALL DEMOLITION WORK WITH APPROPRIATE UTILITY COMPANIES PRIOR TO STARTING WORK.
 - Q. GASOLINE OR IS RECENTLY PAVED, THEREFORE, A STREET CLOSURE PERMIT IS IN PLACE FOR A PERIOD OF THREE YEARS. HOWEVER, EXCEPTIONS CAN BE GRANTED FOR PRIOR PAVEMENT RESTRICTIONS SUCH AS SURF SEAL. THEREFORE, ADDITIONAL COST MAY BE ADDED TO ANY UTILITY WORK IN THE PAVEMENT.
 - R. IF THE PROJECT DAMAGES THE CITY'S SIDEWALK OR CURB AND GUTTER AS RESULT OF CONSTRUCTION ACTIVITIES, THE PROPERTY OWNER WILL BE RESPONSIBLE TO REMOVE AND REPLACE ANY DAMAGES AS DIRECTED BY THE PUBLIC WORKS INSPECTOR. AN ENCROACHMENT PERMIT WILL ALSO BE REQUIRED.
- PUBLIC WORKS NOTES:**
- 1) APPROVAL OF THESE PLANS DOES NOT RELEASE THE OWNER AND/OR CONTRACTOR OF THE RESPONSIBILITY FOR THE CORRECTIONS OF BUSINESS ERRORS, OR OMISSIONS CONTAINED THEREIN DURING THE COURSE OF CONSTRUCTING IMPROVEMENTS. PUBLIC INTEREST REQUIRES A MODIFICATION OF OR A DEPARTURE FROM THE CITY OF CUPERTINO SPECIFICATION OR THESE IMPROVEMENT PLANS. THE CITY ENGINEER SHALL HAVE THE AUTHORITY TO REQUIRE SUCH MODIFICATION OR DEPARTURE AND TO SPECIFY THE MANNER IN WHICH THE SAME IS TO BE COMPLETED, AT THE SOLE EXPENSE OF THE OWNER AND/OR CONTRACTOR.
 - 2) CONTACT PUBLIC WORKS (408) 777-3154 FOR INSPECTION OF GRADING, STORM DRAINAGE, AND PUBLIC IMPROVEMENTS.
 - 3) ALL PUBLIC IMPROVEMENTS MUST BE COMPLETED PRIOR TO OCCUPANCY.
 - 4) CONTRACTOR IS RESPONSIBLE FOR DUST CONTROL AND ENSURING THE AREA ADJACENT TO THE WORK IS LEFT IN A CLEAN CONDITION.
 - 5) CONTRACTOR SHALL REVIEW CITY DETAIL 6-4 ON TREE PROTECTION PRIOR TO ACCOMPLISHING ANY WORK OR REMOVAL ANY TREES.
 - 6) UTILIZE BEST MANAGEMENT PRACTICES (BMP'S), AS REQUIRED BY THE STATE WATER RESOURCES CONTROL BOARD, FOR ANY ACTIVITY WHICH DISTURBS THE SOIL.
 - 7) A WORK SCHEDULE OF GRADING AND EROSION & SEDIMENT CONTROL PLAN SHALL BE PROVIDED TO THE CITY ENGINEER BY AUGUST 15. NO FURTHER GRADING SHALL BE PERFORMED BETWEEN OCTOBER 1 AND APRIL 15.
 - 8) TO INITIATE RELEASE OF BONDS, CONTACT THE PUBLIC WORKS INSPECTOR FOR FINAL INSPECTION.
 - 9) ALL DOWNSPOUTS TO BE RELEASED TO THE GROUND SURFACE, DIRECTED AWAY FROM BUILDING FOUNDATIONS AND DIRECTED TO UNDESIRABLE AREAS.
 - 10) PRIOR TO BEGINNING ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, THE CONTRACTOR WILL BE RESPONSIBLE FOR FILING AN ENCROACHMENT PERMIT FROM THE PUBLIC WORKS DEPARTMENT.



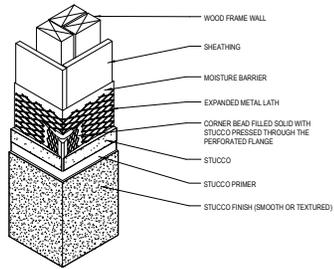
M. S. S.

A Second Dwelling Unit For:
Burdhadeb Basu
308 Redding Rd, Campbell, CA 95008

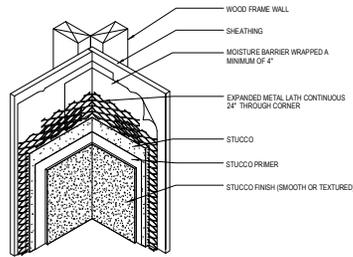
Rev	Date	Description

Description	
BUILDING SECTIONS	
Project Date	11/12/2019
Drawn by	RCS
Checked by	RCS
Project Number	180711
Scale	1/4" = 1'-0"

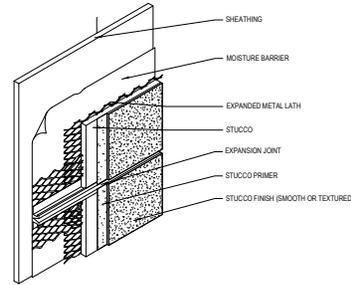
A4.01



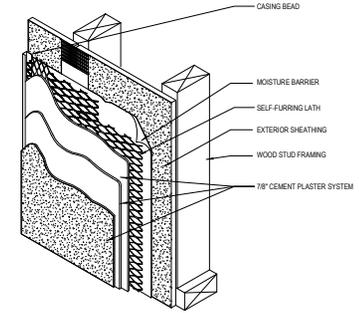
10 STUCCO AT OUTSIDE CORNER
6'-1'-0"



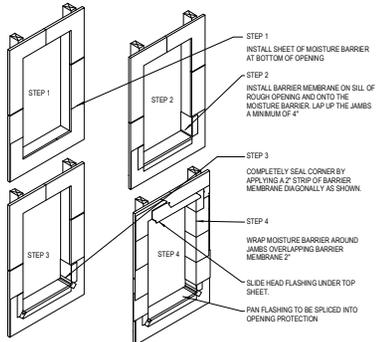
7 STUCCO INSIDE CORNER
6'-1'-0"



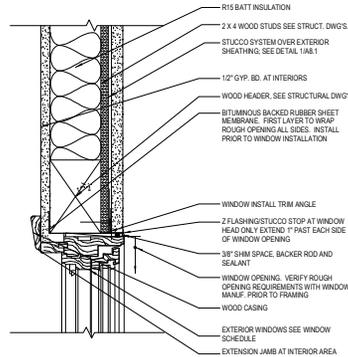
4 STUCCO CONTROL JOINT
NTS



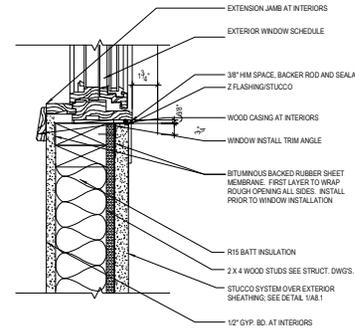
1 TYPICAL EXTERIOR THREE-COAT STUCCO SYSTEM OVER CEMENT BOARD
NTS



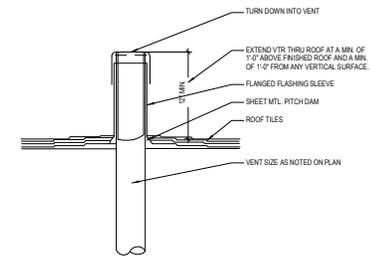
11 STUCCO - PREPARATION OF ROUGH OPENING
3'-1'-0"



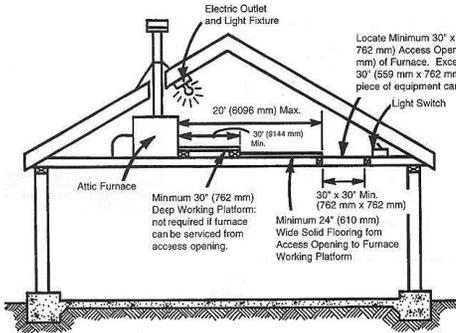
8 TYP. WINDOW HEAD DETAIL
3'-1'-0"



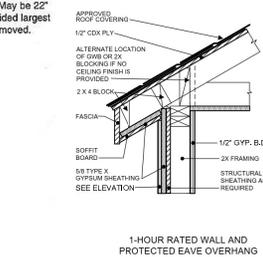
5 WINDOW SILL DETAIL
3'-1'-0"



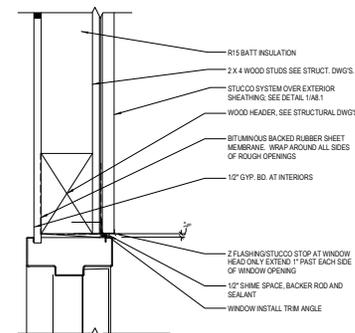
2 VENT TRHU ROOF DETAIL
1'-1/2" = 1'-0"



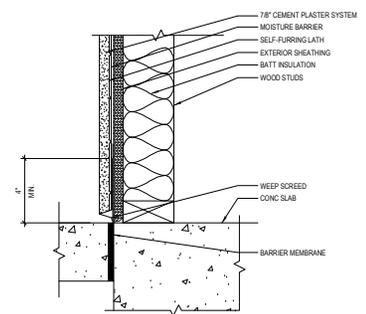
12 FURNANCE AT ATTIC DETAIL
NTS



9 TYPICAL EAVE DETAIL - 1 HR. RATED
3/8" = 1'-0"



6 DOOR JAMB AT STUCCO
3'-1'-0"



3 STUCCO TERMINATION AT SLAB EDGE
3'-1'-0"

RDS
Roim Design Studio
1822 W Campbell Ave., Suite 108
Campbell, CA 95008
mehran@roimdesignstudio.com
www.roimdesignstudio.com
(925) 946-9062

Mehran

A Second Dwelling Unit For:
Burdhadeb Basu
305 Redding Rd., Campbell, CA 95008

Rev.	Date	Description

Description	
DETAILS	
Project Date	11/12/2015
Drawn by	RCS
Checked by	RCS
Project Number	180711
Scale	As Indicated

A8.01

RECEIVED

SEP 09 2019

9/7/2019

To
The Campbell City Office

CITY OF CAMPBELL
PLANNING DEPARTMENT

Respected Sir,

We reside at **309 Redding Rd, Campbell CA - 95008** with our family which includes my husband and twin kids of 6 years along with myself.

Our first apartment after marriage was at the Hamilton Road and we loved the surroundings and developed a sentiment which made us look only at the Campbell area when we were able to afford a house for ourselves.

We looked at numerous houses and after a process of more than 2 years and 40 failed offers we got the 309 Redding Rd in 2015.

Housing in the years 2015 was scarce due to limited inventory and you can imagine our position (we felt nothing less than winning a lottery). So much so, that we did not question much about the un-permitted in-laws unit that the house came with.

The unit in question is a 458 sq feet accessory dwelling unit with 1 bed and 1 bath with a living space. The unit is attached to our detached garage

We were told that its been always there and looking around the neighborhood we noticed a lot of houses having similar structures.

We were happy to get an extra room which was very well build and have been using it as the kids playroom and for gatherings for visiting family, friends and common gatherings. Its a part of our home now.

Its been difficult from the beginning of 2018 with my husband being diagnosed with non-hodgkin lymphoma and starting his treatment.

We have a saying - "bad news does not come alone.." We received a code enforcement letter from the city around the mid of 2018 after staying in the same house for 4 years.. We were prompt and wanted to do the right thing.

However we were disappointed with the fact that someone could use the city as a tool to aid to his vengeance in spite of having multiple houses with similar issues if not more. We felt cornered but were told that the system is reactive rather than proactive.

When we started looking at this in detail we realized that the house was build in **1950** and the **land was split** in between before the last parcel drawing in **1970's**.

The in-laws unit is build in accordance with the main dwelling unit with similar building materials and finish.

We have been in constant follow up with the city office and tried to do everything by the book and as advised.

1. Went through the city code enforcement inspection
2. Hired a good architect to get the plans ready and make sure that things are done professionally.
3. Reviewed the house through sanitation department to make sure everything is in order.
4. Reviewed the fire safety through the fire department.
5. Get the house approved by Planning department

Right now the paperwork is in the building department. The unit in question was not there in the parcel drawing and hence we need to request for a variance so that we can get the in-laws unit permitted.

Sincerely

Thanking you



Nandini Bhattacharya

309 Redding Rd

Campbell, CA- 95008

Date: 10th March 2020

TO,
THE CITY OF CAMPBELL

RE: FILE NO: PLN2019-176
ADDRESS: 309 REDDING RD.
APPLICATION: VARIANCE

Respected Sir,
We appreciate the time and the opportunity to hear our case.

We (my husband and twin kids) live at the above-mentioned address which we call home. We purchased this house in 2015 after a tiresome 18 months process of putting multiple offers. When 309 Redding Rd came into market and our non-contingent offer was accepted for the first time, we had run out of options. The MLS did not list the ADU as unpermitted but after paying the Escrow deposit money of 3% (\$36000.00), when the loan appraisal mentioned the ADU as illegal, we still decided to purchase the house to avoid the legal trouble and losing the Escrow deposit money.

The unit in question has an issue with the side offset. The new ADU ordinance requirement = 4 feet but we have 10 inches (falling short of 3.2 feet) and we are requesting a variance for this.

The ADU is perfectly build and I will like to take a moment and request you to note the following:

1. *There are exceptional or extraordinary circumstances or conditions applicable to the subject property (i.e. size, shape, topography) which do not apply generally to other properties classified in the same zoning district -*
 1. [RESPONSE]: The land was split in the 1950's and the **10,080** square feet lot width was assigned as **55 feet**, so its not a standard lot within the zoning and more of a narrow strip.
 2. A standard 10000 sq feet lot falls under **R-1-10** zoning with a lot width = **80 feet**; we are **25 feet** short.
2. *The strict or literal interpretations and enforcement of the specified regulation(s) would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district-*
 1. [RESPONSE]: The city allows us to have an in-laws unit based on our land and zoning. However the narrow lot with 55 feet width limits our option of having an ADU situated optimally where we can follow zoning guidelines and still enjoy the lot with what it has to offer.
 2. The unit was build 30 years back when zoning requirements were quite different. It impractical to map a structure to the present zoning rules, which was build decades before.

3. *The strict or literal interpretations and enforcement of the specified regulation(s) would result in a practical difficulty or unnecessary physical hardship inconsistent with the objectives of this Zoning Code*
 1. [RESPONSE]: Moving the whole unit is not structurally feasible without demolishing it completely. Following the setback will reduce the area of the already small unit and the new bedroom will be unsafe and rather dangerous for our parents who are old and need access areas similar to handicapped people.
 2. My father is a cancer patient who has undergone colostomy and such small bedroom is not a feasible space for him. As a reference, a typical patient room size is 120 to 140 square feet, allowing a 4-foot clearance on each side of a bed.
 3. The kitchen is along the wall which is in question and addressing this setback will deprive us of having a proper ADU because if the kitchen has to be moved and building such an unit will cost us \$150,000.00 in today's market and the expense will not be financially viable for us. Adding the wall will cost around \$50000.00 which includes bringing the unit to a similar situation.
4. *The granting of the Variance will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.*
 1. [RESPONSE]: It has gone through and passed safety and inspection from -
 1. Sewer department
 2. Fire department
 3. Building department
 4. Code enforcement officer dropped by and reviewed the unit and was satisfied.
 5. Without the variance the bedroom will be unsafe with restricted access points
5. *The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district -*
 1. [RESPONSE]: The ADU adheres to all the new and old city rules except the setback. There are very few lots with such a constrained aspect ratio under the same zoning district. The 309 Redding lot is **un-natural** and with limited scope and this variance cannot be deemed as a special privilege.
 2. In the city of Campbell, there are only **15** lots (greater than 10000 sq feet and Width less than 55 feet). These are on the following streets:
 1. WALTER (3 lots)
 2. CROCKETT (6 lots)
 3. STEINWAY (5 lots)
 4. SONUCA (1 lot)
 3. Even if we build in **2X error margin** in the above, its **30** lots. Campbell has **18095** houses and it comes to **0.165%** of the whole Campbell lots.
 4. The percentage comes to **1.78%** when we take into account all lots greater than 10,000 sq feet in Campbell city (1679 lots).
 5. The 10000 sq feet lot has a standard width of 80 feet (Campbell municipal code-table 2-2, R-1 zoning district). The above numbers speaks for themselves and tell

us that our lot is not the same when compared to lots with similar square footage (along with existing dwellings) & pose real architectural challenge.

I will urge Campbell city to take the above numbers and the design challenges (with **existing structures**) into consideration during the variance decision.

We will request you to consider the fact that given the land characteristics and the nature of construction it will be restrictive and be a big challenge if we have to address the 3.2 feet setback fallout.

Its not a safety hazard and does not in-convene our next door neighbors. We have received a signed "**No-Objection**" letter from each of our immediate neighbors and request to treat this variance as a **routine uncontested** item.

These houses were build more than (30-40) years back at which point the city rules were different and everything was not documented in such detail. The city has no records of old building plans or permits and even if there were any, it is lost when the house changed hands 3 times after the structure was build.

This ADU has become part of our home and we will like the Campbell City office to consider all the above for our case.

Thanks.

Nandini Bhattacharya & Buddhadeb Basu

Email: Nandini.bhattacharyya@gmail.com & buddhadebb@yahoo.com

Cell: 408-807-5232

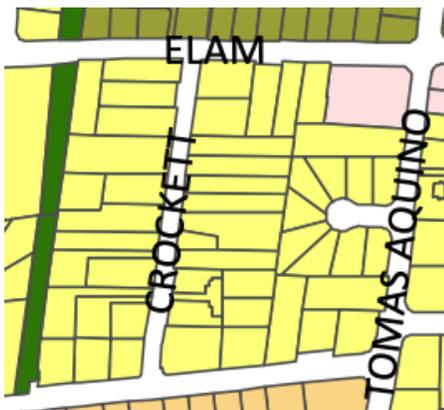
CAMPBELL CITY ZONING CHART(Municipal code) –

https://library.municode.com/ca/campbell/codes/code_of_ordinances?nodeId=TIT21ZO_ART2ZODL_CH21.08REDI_21.08.030SIMIZODL

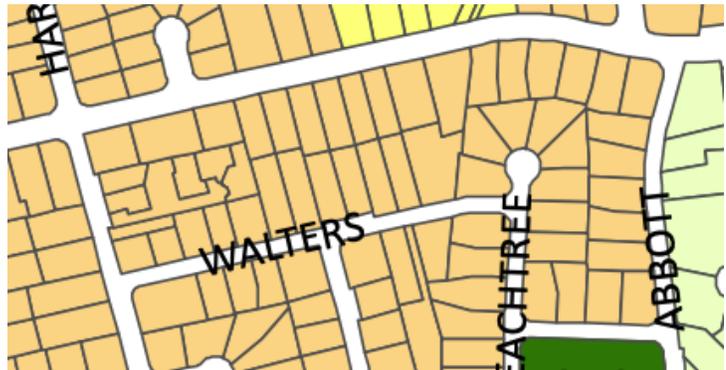
Table 2-2
Minimum Parcel Sizes for Newly Created Parcels in the R-1 Zoning District

Zoning Map Symbol	Minimum Parcel Area: Square Feet/Net Acre	Minimum Lot Width: Feet
R-1-6	6,000	60
R-1-8	8,000	70
R-1-9	9,000	70
R-1-10	10,000	80
R-1-16	16,000	80

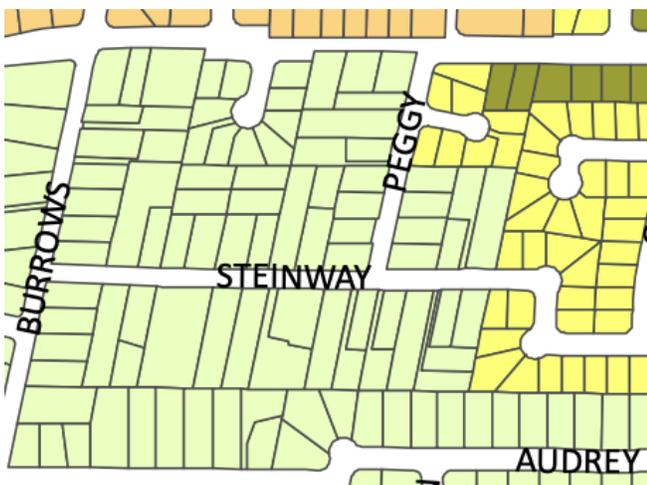
LOTS with area > 10000 sq feet and WIDTH <= 55 feet



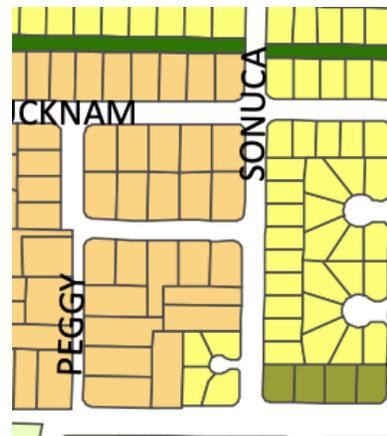
CROCKETT (6)



WALTERS (3)



STEINWAY (5)



SONUCA (1)

Date: 19th November 2019

TO,

THE CITY OF CAMPBELL

RE: FILE NO: PLN2019-176

ADDRESS: 309 REDDING RD.

APPLICATION: VARIANCE

Respected Sir,

We appreciate the time and the opportunity to hear our case.

We (my husband and twin kids) live at the above-mentioned address which we call home. We purchased this house in 2015 after a tiresome 18 months process of putting multiple offers. When 309 Redding Rd came into market and our offer was accepted for the first time, we had run out of options and so inspite of knowing it has an un-permitted garage extension(ADU), we decided to purchase the house.

The unit in question has an issue with the side offset. The new ADU ordinance requirement = 4 feet but we have 2.5 feet (falling short of 1.5 feet) and we are requesting a variance for this.

The ADU is perfectly build and I will like to take a moment and request you to note the following:

1. *There are exceptional or extraordinary circumstances or conditions applicable to the subject property (i.e. size, shape, topography) which do not apply generally to other properties classified in the same zoning district -*

1. [RESPONSE]: The land was split in the 1950's and the 10,000 square feet lot width was assigned as **55 feet**, so its not a standard lot within the zoning and more of a

narrow strip.

1. We were told that the unit has always been there as an extension of the Garage (which has the same 2.5 feet setback)
2. *The strict or literal interpretations and enforcement of the specified regulation(s) would deprive the applicant of privileges enjoyed by the owners of other properties classified in the same zoning district-*
 1. [RESPONSE]: The city allows us to have an in-laws unit based on our land and zoning. Our unit is also a partial conversion - The county records show the length of the garage as **24 feet**. However the present Garage is of **20 feet** length
3. *The strict or literal interpretations and enforcement of the specified regulation(s) would result in a practical difficulty or unnecessary physical hardship inconsistent with the objectives of this Zoning Code*
 1. [RESPONSE]: The kitchen is along the wall which is in question and addressing this setback will deprive us of having an ADU because if the kitchen has to be moved and building such an unit will cost us \$150,000.00 in today's market and the expense will not be financially viable for us.
4. *The granting of the Variance will not be detrimental to the public health, safety, or welfare, or materially injurious to properties or improvements in the vicinity.*
 1. [RESPONSE]: It has gone through and passed safety and inspection from -
 1. Sewer department
 2. Fire department
 3. Building department
 4. Code enforcement officer dropped by and reviewed the unit and was satisfied.
5. *The granting of the Variance will not constitute a grant of special privilege inconsistent with the limitations on other properties classified in the same zoning district -*
 1. [RESPONSE]: The ADU adheres to all the new and old city rules
 1. Front and rear setbacks and distance from the

- main unit passes the old+new requirements
2. The paint, roof and build quality is exactly same as the main unit.

We will request you to consider the fact that given the land width and the nature of construction it will be restrictive and pretty much a demo if we have to address the 1.5 feet setback fallout. Its not a safety hazard and does not in-convene our next door neighbor.

These houses were build more than 50 years back at which point the city rules were different and everything was not documented in such detail.

This ADU has become part of our home and we will like the Campbell City office to consider all the above for our case.

Thanks.

Nandini Bhattacharya
BB

Nandini Bhattacharya & Buddhadeb Basu
Email: Nandini.bhattacharyya@gmail.com & buddhadebb@yahoo.com
Cell: 408-807-5232

To,
The City of Campbell Office
70 N 1st St,
Campbell, CA 95008

RECEIVED

DEC 18 2019

CITY OF CAMPBELL
PLANNING DEPT.

[Subject]: No objection to in-laws unit at 309 Redding Rd, Campbell CA (458 sq feet)

Resident at address: *327 Redding Rd.*
Campbell CA - 95008

We were informed about the unpermitted in-laws unit at 309 Redding Rd as well as the Variance request for 4 feet setback to the left wall. Till date we had no inconvenience due to the in-laws/ADU(Auxillary Dwelling Unit) unit.

We have no objection to its existence and legalization.

Thanks



Signed by owner: *Terefi Abere*

Date: *15* December, 2019

To,
The City of Campbell Office
70 N 1st St,
Campbell, CA 95008

RECEIVED

DEC 18 2019

CITY OF CAMPBELL
PLANNING DEPT.

[Subject]: No objection to in-laws unit at 309 Redding Rd, Campbell CA (458 sq feet)

Resident at address: *294 FAIRBANKS Ave*
Campbell CA – 95008

We were informed about the unpermitted in-laws unit at 309 Redding Rd as well as the Variance request for 4 feet setback to the left wall. Till date we had no inconvenience due to the in-laws/ADU(Auxillary Dwelling Unit) unit.

We have no objection to its existence and legalization.

Thanks



Signed by owner: *SAMEER VAIDYA*

Date: *15* December, 2019

To,
The City of Campbell Office
70 N 1st St,
Campbell, CA 95008

RECEIVED

DEC 18 2019

CITY OF CAMPBELL
PLANNING DEPT.

[Subject]: No objection to in-laws unit at 309 Redding Rd, Campbell CA (458 sq feet)

Resident at address: 325 Redding Rd
Campbell CA – 95008

We were informed about the unpermitted in-laws unit at 309 Redding Rd as well as the Variance request for 4 feet setback to the left wall. Till date we had no inconvenience due to the in-laws/ADU(Auxillary Dwelling Unit) unit.

We have no objection to its existence and legalization.

Thanks

Swanand Wakankar

Signed by owner:

Date: 15 December, 2019

To,
The City of Campbell Office
70 N 1st St,
Campbell, CA 95008

RECEIVED

DEC 18 2019

CITY OF CAMPBELL
PLANNING DEPT.

[Subject]: No objection to in-laws unit at 309 Redding Rd, Campbell CA (458 sq feet)

Resident at address: *299 Redding Rd. Campbell*
Campbell CA – 95008

We were informed about the unpermitted in-laws unit at 309 Redding Rd as well as the Variance request for 4 feet setback to the left wall. Till date we had no inconvenience due to the in-laws/ADU(Auxillary Dwelling Unit) unit.

We have no objection to its existence and legalization.

Thanks

Brooks Song
Signed by owner: 

Date: *15* December, 2019

To,
The City of Campbell Office
70 N 1st St,
Campbell, CA 95008

RECEIVED

DEC 18 2019

CITY OF CAMPBELL
PLANNING DEPT.

[Subject]: No objection to in-laws unit at 309 Redding Rd, Campbell CA (458 sq feet)

Resident at address: *310 Redding Rd.*
Campbell CA – 95008

We were informed about the unpermitted in-laws unit at 309 Redding Rd as well as the Variance request for 4 feet setback to the left wall. Till date we had no inconvenience due to the in-laws/ADU(Auxillary Dwelling Unit) unit.

We have no objection to its existence and legalization.

Thanks

Kathi Manzagol

Signed by owner: *Kathi Manzagol*

Date: *15* December, 2019

future. This Planning Commission meeting will be conducted via telecommunication and is compliant with provisions of the Brown Act and Executive Order N-29-20 issued by the Governor. The following Commissioners of the Campbell Planning Commission are listed to permit them to appear electronically or telephonically at the Regular Planning Commission meeting on June 23, 2020: Chair Michael Krey, Vice-Chair Maggie Ostrowski, Commissioners Adam Buchbinder, Andrew Rivlin; Nick Colvill; Stuart Ching; and Terry Hines.

While members of the public will not be able to attend the meeting of the Campbell City Planning Commission physically, the meeting will be live-streamed on YouTube at (<https://www.youtube.com/user/CityofCampbell>). Interested persons may register to participate at https://us02web.zoom.us/webinar/register/WN_jrlxXgyoREuoGZrXV9kf4w. After registering, you will receive a confirmation email containing information about joining the webinar itself on June 23rd at 7:30 p.m. Additionally, the complete agenda packet will be posted by Friday, June 19th, on the website at <https://www.ci.campbell.ca.us/AgendaCenter/Planning-Commission-6>, and will include all materials for this meeting. Please be advised that if you challenge the nature of the above project in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City of Campbell Planning Commission at, or prior to, the Public Hearing by email to planning@campbellca.gov. Questions may be addressed to the Community Development Department at (408) 866-2140.