



# City of Santa Clara

## Revised Agenda

### Development Review Hearing

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**Wednesday, April 9, 2025**

**4:00 PM**

**Hybrid Meeting  
City Hall Council  
Chambers/Virtual  
1500 Warburton Avenue  
Santa Clara, CA 95050**

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**REVISED AGENDA Additional Public Correspondence has been added to Item 1 -  
RTC 25-289**

The City of Santa Clara is conducting the Development Review Hearing meeting in a hybrid manner (in-person and method for the public to participate remotely)

o Via Zoom:

o <https://santaclaraca.zoom.us/j/92950218717> or

o Phone: 1 (669) 900-6833

Meeting ID: 929 5021 8717

How to Submit Written Public Comment Before Development Review Hearing Meeting:

By email to [PlanningPublicComment@santaclaraca.gov](mailto:PlanningPublicComment@santaclaraca.gov) by 12 p.m. the day of the meeting.

Please identify the Agenda Item Number in the subject line of your email.

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## CALL TO ORDER AND ROLL CALL

**25-423**    [Declaration of Procedures](#)

## REQUEST FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES

### PUBLIC PRESENTATIONS

*[This item is reserved for persons to address the body on any matter not on the agenda that is within the subject matter jurisdiction of the body. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body may request staff to report back at a subsequent meeting.]*

### CONSENT CALENDAR

*Consent Calendar items may be enacted, approved, or adopted by the action of the Development Review Hearing Officer unless requested to be removed by anyone for discussion or explanation. If any member of the staff, the applicant, or a member of the public wishes to comment on a Consent Calendar item or would like the item to be heard on the regular agenda, please notify Planning staff, or request this action at the Development Review Hearing during the Consent Calendar review. Items listed on the Consent Calendar with associated file numbers constitute Public Hearing items.*

**25-421**    [Development Review Hearing Meeting Minutes of March 12, 2025](#)

**Recommendation:** Approve the Development Review Hearing Meeting Minutes of the March 12, 2025 Meeting.

### GENERAL BUSINESS

*The following items from this Development Review Hearing agenda will be scheduled for further review following the conclusion of hearings and recommendations by the Development Review Hearing. Please contact the Planning Division office for information on the schedule of hearings for these items.*

1.     **25-289**     [PUBLIC HEARING: Action on a Minor Use Permit \(MUP\) to allow the short-term rental of up to 121 units of the Lafayette located at 2333 Calle del Mundo for a period of two years](#)

**Recommendation:** **Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301(e)(1) (Class 1 - "Existing Facilities"), and **Approve** the Minor Use Permit, subject to the required findings and conditions of approval.

2.     **25-226**     [PUBLIC HEARING: Action on the Architectural Review \(PLN25-00028\) for the Modification of Previously Approved plans \(PLN22-00168\) for the Addition of 82 Square Feet to the Second Floor of a Previously Approved Two-Story Residence Resulting in a 3,411 Square Foot Residence with Five Bedrooms and Five Bathrooms Located at 3674 Macintosh Street](#)

**Recommendation:** **Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15303 (Class 3 - New Construction or Conversion of Small Structures) and **Approve** the Architectural Review for the addition of 82 Square Foot to a previously approved Second Floor Addition located at 3674 Macintosh Street, subject to the findings and conditions of approval.

3.      25-331      [PUBLIC HEARING: Action on the Architectural Review \(PLN25-00066\) for the demolition of an existing single-family residence and the construction of a one-story 2,219 square foot single-family residence with four bedrooms and three bathrooms at 1964 Los Padres Boulevard](#)

**Recommendation:**

**Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15303 (Class 3 - New Construction or Conversion of Small Structures) and **Approve** the Architectural Review for the removal of an existing single-family residence and the construction of a new 2,219 square foot single-story residence located at 1967 Los Padres Boulevard, subject to the findings and conditions of approval.

4.      25-343      [PUBLIC HEARING: Action on the Architectural Review \(PLN24-00581\) for the Demolition of an Existing Residence to Construct a 4,726 Square-Foot Two Story Six Bedroom and Five Bathroom Single-Family Residence on a 9,301 square-foot lot at 3342 Allen Court.](#)

**Recommendation:** **Determine** the project to be exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15332 (Class 32 - Infill) and **Approve** the Architectural Review for the demolition of an existing residence to construct a 4,726 square-foot two story six bedroom and five-bathroom single family residence at 3342 Allen Court, subject to findings and conditions of approval.

5.      25-344      [PUBLIC HEARING: Action on the Architectural Review \(PLN24-00519\) for the Construction of an 809 Square-Foot First Floor Addition and a 942 Square-Foot Second Floor Addition, Resulting in a 3,381 Square-Foot Three Bedroom and Three and a Half Bathroom Two-Story Single-Family Residence on a 7,558 Square-Foot Lot at 1962 Graham Lane.](#)

**Recommendation:** Determine the project to be exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301 (Class I - Existing Facilities), and **Approve** the Architectural Review for the construction of a 809 square-foot first floor addition and a 942 square-foot second floor addition to an existing 1,794 square-foot single story residence, resulting in a 3,381 square-foot three bedroom, three and a half bathroom two story residence at 1962 Graham Lane, subject to findings and conditions of approval.

6.      25-352      [PUBLIC HEARING: Action on the Architectural Review \(PLN24-00352\) for the Demolition of Three Existing Industrial Structures to Construct a One & a Half Story 20,284 Square-Foot Industrial Building with Associated Site Improvements in a 38,845 Square-Foot Lot Located at 840, 868, & 870 Parker Street.](#)

**Recommendation:** Determine the project to be exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15332 (Class 32 - Infill), and **Approve** the Architectural Review for the demolition of three existing industrial buildings to construct an one & half story 20,284 square-foot industrial building with associated site improvements in a 38,845 square-foot lot located at 840, 868, & 870 Parker Street, subject to findings and conditions of approval.

7.      25-382      [PUBLIC HEARING Action on the Architectural Review \(PLN24-00597\) for a 395 Square-Foot First Floor Addition and 1,852 Square-Foot Second Floor Addition to an Existing One-Story Duplex Residence Resulting in two 2,331 Square-Foot Two-Story Duplex Units Located at 3245 McKinley Drive.](#)

**Recommendation:** **Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301(e)(1) (Class 1 - "Existing Facilities"), and **Approve** the Architectural Review for a for a 395 square-foot first floor addition and 1,852 square-foot second floor addition to an existing one-story duplex residence resulting in two 2,331 square-foot two-story duplex units, located at 3245 McKinley Drive, subject to the findings and conditions of approval.

#### **ADJOURNMENT**

*The next regular scheduled meeting is on Wednesday, May 14, 2025 at 4 p.m.*

#### **MEETING DISCLOSURES**

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

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# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
[santaclaraca.gov](http://santaclaraca.gov)  
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## Agenda Report

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**25-423**

**Agenda Date: 4/9/2025**

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### **REPORT TO DEVELOPMENT REVIEW HEARING**

#### **SUBJECT**

Declaration of Procedures



The Hearing Officer for this agenda will be Sheldon Ah Sing on behalf of and delegated by the Director of Community Development Afshan Hamid.

The hearing procedure and order of input will be as follows:

1. Each project will be identified as described on the agenda.
2. For those items on the Consent Calendar, the Hearing Officer will ask if anyone wishes to speak on the item. If a separate discussion is warranted, the item will be moved to the Public Hearing portion of the agenda. If a separate discussion is not needed, the item will remain on the Consent Calendar for approval.
3. For those items listed under Public Hearing, staff will provide a brief report.
4. The applicant or their representative will have up to five minutes to speak at the microphone and should identify themselves by stating their name for the record.
5. After the applicant or their representative has spoken, any member of the public who wishes to speak on the item may provide testimony, up to two minutes per speaker, either for or against the project. All speakers are required to state their name for the record.
6. Following comments from the public, the applicant may make additional remarks for up to five minutes.
7. The Hearing Officer will then close the public hearing, and may ask staff to answer questions, respond to comments made by the applicant or the public, or further discuss the item. The Hearing Officer will then take action on the item.

**If you challenge these land use decisions in court, you may be limited to raising only those issues you or someone else raised at this public hearing or in written correspondence delivered to the City at, or prior to, the public hearing.**

**The Hearing Officer's actions on agenda items are final unless appealed within seven calendar days.**



# City of Santa Clara

1500 Warburton Avenue  
Santa Clara, CA 95050  
[santaclaraca.gov](http://santaclaraca.gov)  
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## Agenda Report

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25-421

Agenda Date: 4/9/2025

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### REPORT TO DEVELOPMENT REVIEW HEARING

#### SUBJECT

Development Review Hearing Meeting Minutes of March 12, 2025

#### RECOMMENDATION

Approve the Development Review Hearing Meeting Minutes of the March 12, 2025 Meeting.



# City of Santa Clara

## Meeting Minutes

### Development Review Hearing

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03/12/2025

4:00 PM

Hybrid Meeting  
City Hall Council  
Chambers/Virtual  
1500 Warburton Avenue  
Santa Clara, CA 95050

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**CALL TO ORDER AND ROLL CALL**

**Development Review Officer Sheldon Ah Sing** called the meeting to order 4:00 p.m.

[25-319](#)

Declaration of Procedures

**Development Review Officer Sheldon Ah Sing** read the Declaration of Procedures.

**REQUEST FOR EXCEPTIONS, WITHDRAWALS AND CONTINUANCES**

None.

**PUBLIC PRESENTATIONS**

None.

**CONSENT CALENDAR**

There are no consent items.

**GENERAL BUSINESS**

1. [24-1008](#) PUBLIC HEARING: Action on the Architectural Review (PLN24-00587) to Demolish an Existing 1,092 Square-Foot One-Story Residence and Construct a New 3,511 Square-Foot One-Story Residence Located at 3140 Humbolt Avenue.

**Recommendation:** **Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15303 (Class 3 - New Construction or Conversion of Small Structures) and **Approve** the Architectural Review to demolish an existing 1,092 square-foot one-story residence and construct a new 3,511 square-foot one-story residence located at 3140 Humbolt avenue, subject to the findings and conditions of approval.

**Assistant Planner Meha Patel** provided the staff presentation.

**Architect Mike Ma** answered questions from **Development Review Hearing Officer Sheldon Ah Sing**, regarding the color and materials for the garage, front door, and entry trim.

Public Comments: **None**.

**Action: Development Review Officer Sheldon Ah Sing approved staff recommendation.**

2. [25-224](#) PUBLIC HEARING: Action on the Architectural Review (PLN25-00008) of the Proposed Demolition of an Existing Single-Family Residence and the Construction of a 2,591 square-foot Five Bedroom, Five and One half-Bathroom Two-Story Residence with an Attached Two Car Garage at 1279 Las Palmas Drive.

**Recommendation:** **Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301(e)(1) (Class 1 - Existing Facilities) and **Approve** the Architectural Review for a demolition of an existing single-family residence and the construction of a 2,591 square-foot five bedrooms, five and one half-bathroom residence with an attached two car garage and JADU at 1279 Las Palmas, subject to the findings and conditions of approval.

**Associate Planner Daniel Sobczak** provided the staff presentation.

**Homeowner Hung Nguyen** spoke about the proposed design.

**Public Speakers:**

John Trott

**Action: Development Review Officer Sheldon Ah Sing approved staff recommendation with the condition to add windows to the garage door.**

3. [25-256](#) PUBLIC HEARING: Action on the Proposed Construction a New 1,817 square-foot Three Bedroom, Two-Bathroom Single-Story Residence with an Attached Two-Car Garage and Accessory Dwelling Unit (ADU) at 645 Jackson Street (PLN24-00605), Located Within 200 Feet of a Historic Resource.

**Recommendation:**

**Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15303 (Class 3 - New Construction or Conversion of Small Structures), and **Approve** the Architectural Review for construction of a new 1,817 square-foot three bedroom, two-bathroom single-story residence with an attached two-car garage and accessory dwelling unit (ADU) at 645 Jackson Street, subject to the findings and conditions of approval.

**Associate Planner Daniel Sobczak** provided the staff presentation.

**Applicant's representative Yenghen Ren** was available for comments.

Public Comments: **None.**

**Action: Development Review Officer Sheldon Ah Sing approved staff recommendation.**

**ADJOURNMENT**

The meeting adjourned at 4:37 p.m.

The next regular scheduled meeting is on Wednesday, April 9, 2025.

The meeting recording is available on the City's website:

<https://santaclara.legistar.com/calendar.aspx>

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## Agenda Report

25-289

Agenda Date: 4/9/2025

### REPORT TO DEVELOPMENT REVIEW HEARING

#### SUBJECT

PUBLIC HEARING: Action on a Minor Use Permit (MUP) to allow the short-term rental of up to 121 units of the Lafayette located at 2333 Calle del Mundo for a period of two years

**File No.:** PLN24-00645  
**Location:** 2333 Calle del Mundo, APN: 097-05-110  
**Applicant:** Placemakr  
**Owner(s):** Summerhill Apartment Communities  
**Request:** Minor Use Permit (MUP) to allow the short-term rental of up to 121 units of the Lafayette located at 2333 Calle del Mundo for a period of two years

#### PROJECT DATA

Project development plans are proposed as Attachment 2. There are no changes proposed to the building as a part of the Minor Use Permit (MUP) application. The project description of the Placemakr use is included as Attachment 3.

#### POINTS FOR CONSIDERATION

- The site of the proposed MUP is the recently completed Lafayette apartment building, located at 2333 Calle del Mundo. See Vicinity Map, Attachment 1.
- Placemakr proposes to rent 121 of the 347 units on a short-term rental basis (meaning renting the units for 30 days or less). Per the Santa Clara City Code, Placemakr will pay Transient Occupancy Tax (TOT) and the Santa Clara Tourist District Assessment (SCTDA) on all rentals.
- No changes to the building are proposed as a part of the proposed short-term rental use.
- All the proposed short-term rentals include one in-building parking space.
- Additional in-building parking spaces are available for a fee.
- Per the project description, as a part of check-in, guests are informed that there is no overnight on-street parking on Calle del Mundo.
- Per Santa Clara City Code Section 18.60.250, the request requires a MUP. Because one of the abutting neighbors has requested a public hearing, the MUP is being heard by the Director of Community Development pursuant to Code Section 18.114.040.
- A neighborhood notice was distributed within a 300-foot radius of the subject site for this project review.

#### ***Objections to the Proposed Permit***

On February 21, 2025, Ron Patrick, the owner of 5191 Lafayette Street, submitted a letter of objection to the proposed MUP and requested a public hearing. The letter is included as Attachment 4. A summary of Mr. Patrick's objections, as presented in his letter, are:

1. Loss of ability to use Calle del Mundo for eastbound truck transport
2. Increases in crime in the area due to continuous vehicle break-ins
3. Increase in fire hazard due to blocking of access to fire hydrant
4. Increase in danger to pedestrians due to parking blocking sidewalks
5. Increase in burden to businesses because of the dumping of garbage by people parking their cars

### **Staff responses to Mr. Patrick's objections**

1. The eastbound travel lane is still adequately sized for truck travel, per Department of Public Works specifications. The proposed MUP does not change the lane width.
2. Additional users of the Lafayette will provide additional pedestrian activity in the neighborhood and eyes on the street, which generally helps to make neighborhoods safer.
3. Guests are provided with an in-building parking space, with the option to rent additional spaces. As a part of the project description (Attachment 4), guests are informed at check-in that overnight on-street parking is not allowed on Calle del Mundo. (The project description is provided as Attachment 2.) Because guest parking is provided within the building, the proposed use will not affect access to fire hydrants.
4. Because guest parking is provided within the building, the proposed use will not change the relationship between on-street parking and visibility for pedestrians.
5. In addition to in-building parking, guests at the Lafayette have access to and use of trash disposal and recycling collection areas.

### **FINDINGS SUPPORTING STAFF'S RECOMMEDATION**

Granting the Minor Use Permit requires the following findings consistent with City Code Section 18.114.050:

Based on an analysis of the facts presented, staff recommends that the Director finds:

*(1) The proposed use is consistent with the General Plan and any applicable specific plan; in that:*  
The proposed time-limited use of the apartment units within the project for short-term rentals is consistent with the Transit Neighborhood land use designation of the General Plan and the Tasman East Specific Plan in that it helps to activate the use of a recently completed building in the Tasman East Specific Plan area.

*(2) The proposed use is allowed within the subject zone and complies with all other applicable provisions of this Zoning Code and the City Code; in that:*  
The adopted zoning code allows for the time-limited short-term rental of recently built apartment units to activate both the building and the surrounding neighborhood.

*(3) The design, location, size, and operating characteristics of the proposed use are compatible with the allowed uses in the vicinity; in that:*  
The short-term rentals take place within the existing building and are limited to a two-year window. Parking inside the building is provided for short-term rental guests.

*(4) Operation of the use at the location proposed would not be detrimental to the harmonious and orderly growth of the City, or endanger, jeopardize, or otherwise constitute a hazard to the public convenience, health, interest, safety, or general welfare; in that:*

The adopted zoning code allows for the time-limited short-term rental of recently built apartment units to activate both the building and the surrounding neighborhood. Guests are provided with an in-building parking space as part of their rental, with the option to rent additional spaces if desired. Guests are informed as a part of the check-in procedures that overnight parking is prohibited on Calle del Mundo.

(5) *The subject site is:*

a. *Physically suitable in terms of design, location, operating characteristics, shape, size, topography, and the provision of public and emergency vehicle (e.g., fire and medical) access and public services and utilities; in that:*

No changes to the approved exterior elevations are proposed.

b. *Served by highways and streets adequate in width and improvement to carry the type and quantity of traffic the proposed use would likely generate; in that:*

The proposed use differs only in the term of the rental, and not in the use of the apartment units.

### **CONDITIONS OF APPROVAL**

Conditions of approval are proposed for the project and are contained in Attachment 5.

### **ENVIRONMENTAL REVIEW**

The action being considered is considered Categorically Exempt per CEQA Guidelines 15301 (Existing Facilities).

### **PUBLIC CONTACT**

Public contact was made by posting the Development Review Hearing agenda on the City's official notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

A public hearing notice was mailed to property owners within a 300-foot radius of the project site on March 28, 2025. As of the writing of this report, planning staff has not received public comments for this application.

### **RECOMMENDATION**

**Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301(e)(1) (Class 1 - "Existing Facilities"), and **Approve** the Minor Use Permit, subject to the required findings and conditions of approval.

Prepared by: John Davidson, Principal Planner

Approved by: Sheldon Ah Sing, Development Review Officer

### **ATTACHMENTS**

1. Vicinity Maps
2. Development Plans
3. Placemakr Project Description
4. Letter from Ron Patrick, owner of 5191 Lafayette Street, requesting a public hearing
5. Conditions of Approval

6. Public Correspondence

# Zoning Map - 2333 Calle del Mu...



## Legend

### Base Layers

#### Site Addresses

- Single
- Utility

#### Streets

#### Air Parcels

#### Land Parcels

- Land Parcels
- Right of Ways

### Zoning

#### Land Parcels

- TN - Transit Neighborhood



## Notes

Enter the description

0 200 400 ft

NAD\_1983\_2011\_StatePanel\_California\_III\_FIPS\_0403\_Ft\_US  
©City of Santa Clara

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

# GP Map - 2333 Calle del Mundo



## Legend

### Base Layers

#### Site Addresses

Single

Utility

#### Streets

-----

#### Air Parcels



#### Land Parcels

Land Parcels



Right of Ways

### General And Specific Plans

#### Specific Plan Boundaries

Tasman East

#### General and Specific Plans

Adopted Specific Plans

#### Specific Plan Parcels

Specific Plans

#### General Plan Phase II: 2015-2023

Urban

Center/Entertainment



## Notes

Enter the description

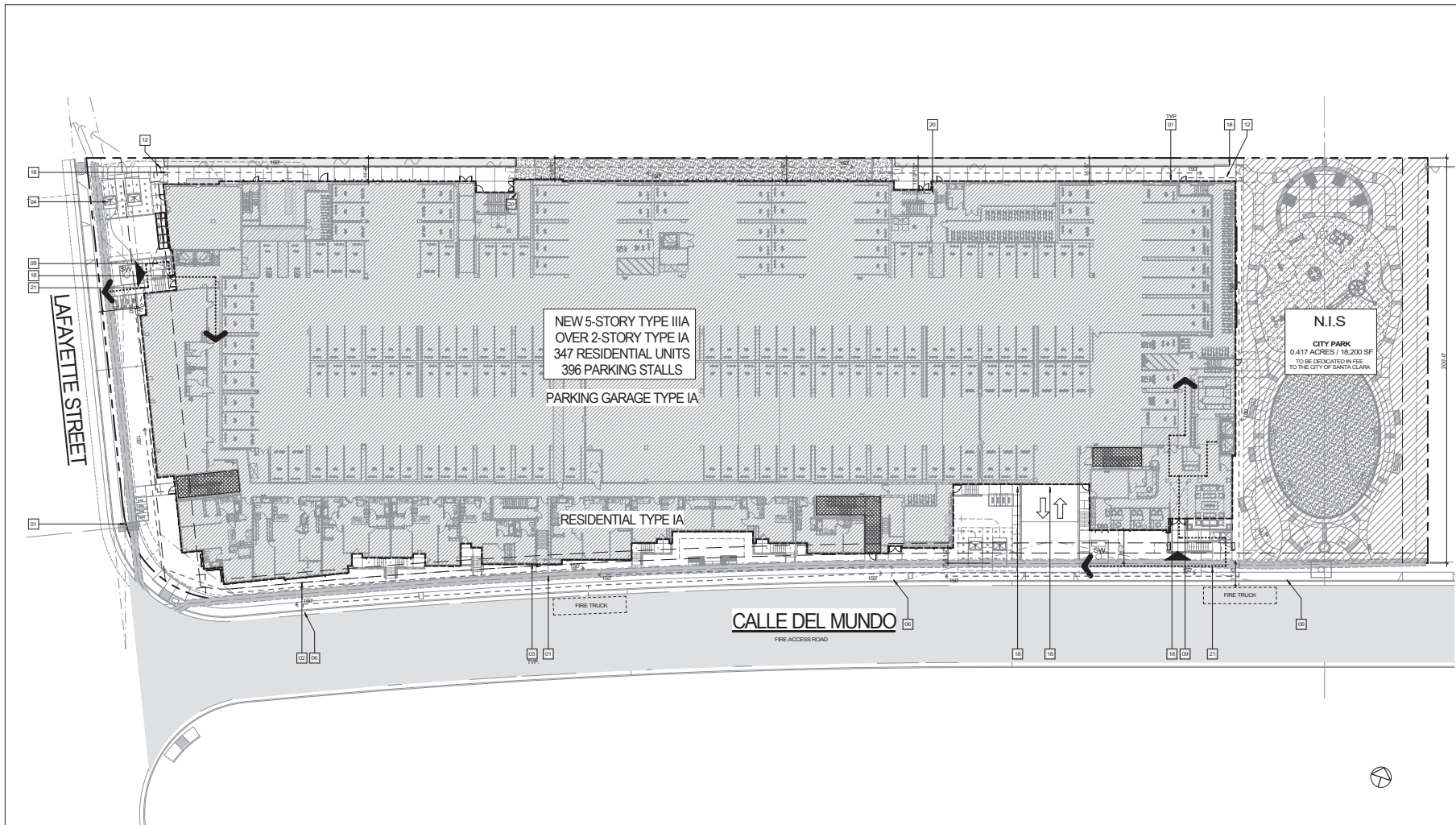
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#### Architecture + Planning

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KTGY Project No: 20160882

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TASMAN - CALLE DEL MUNDO

2333 CALLE DEL MUNDO, SANTA CLARA, CA 95054  
BULLETIN 2 - 01-23-2023

No.	Date	Description
7	06-30-2021	FIRE PERMIT SET
A	07-01-2022	BULLETIN 1
B	01-20-2023	BULLETIN 1 FINAL
B1	01-23-2023	BULLETIN 2

It is the developer's responsibility to ensure that the information provided in this bulletin is accurate and complete. The developer warrants that the information provided is true and correct to the best of their knowledge and belief. The developer warrants that the information provided is not misleading, deceptive, or fraudulent. The developer warrants that the information provided is not in violation of any applicable laws or regulations. The developer warrants that the information provided is not in violation of any applicable laws or regulations.



SITE PLAN / FIRE  
DEPARTMENT  
ACCESS PLAN

A100

SITE PLAN NOTES		SITE PLAN SYMBOLS LEGEND		SITE PLAN / FIRE DEPARTMENT ACCESS PLAN		SCALE: 1" = 20'-0"	1
				SITE PLAN KEYNOTES			
				DESCRIPTION (NOT ALL NOTES APPLY TO DRAWINGS)			
				1. PROPERTY LINE			
				2. SETBACK LINE			
				3. BUILDING OUTLINE			
				4. SURFACE MOUNTED TRANSFORMER. SEE DRY UTILITY DRAWINGS AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.			
				5. HAZARD ENTRY LOCATION. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.			
				6. FIRE HYDRANT (SEE CIVIL DRAWINGS)			
				7. HAZARD ENTRY LOCATION. SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.			
				8. FIRE DEPARTMENT CONNECTION			
				9. BUILDING ENTRY			
				10. BUILDING ENTRY			
				11. ENTRY LINE OF PUBLIC WAY			
				12. GATE TO DOOR (SEE LANDSCAPE DRAWINGS)			
				13. VEHICULAR ENTRY (SEE CIVIL DRAWINGS FOR CURB CUTS AND DRIVEWAYS)			
				14. EXISTING FIRE PROTECTION			
				15. EXTERIOR LIGHTING (SEE ELECTRICAL DRAWINGS)			
				16. ENTRY TO FIRE (SEE LANDSCAPE DRAWINGS)			
				17. LANDSCAPE (SEE LANDSCAPE DRAWINGS)			
				18. PAVING BOX			
				19. MAIN ELECTRICAL ROOM (BELOW @ PT PARKING LEVEL)			
				20. STANDPIPE WITH FIRE HOUSE VALVE. STANDPIPE SHALL BE CLEARLY VISIBLE, AND NOT OBSCURED BY LANDSCAPING OR OTHER ELEMENTS.			
				21. PATH OF EXIT DISCHARGE FROM EXTERIOR EXIT DOORWAY TO A PUBLIC WAY. DIRECT AND UNOBSTRUCTED ACCESS TO PUBLIC WAY PROVIDED PER CBC 102.6.			

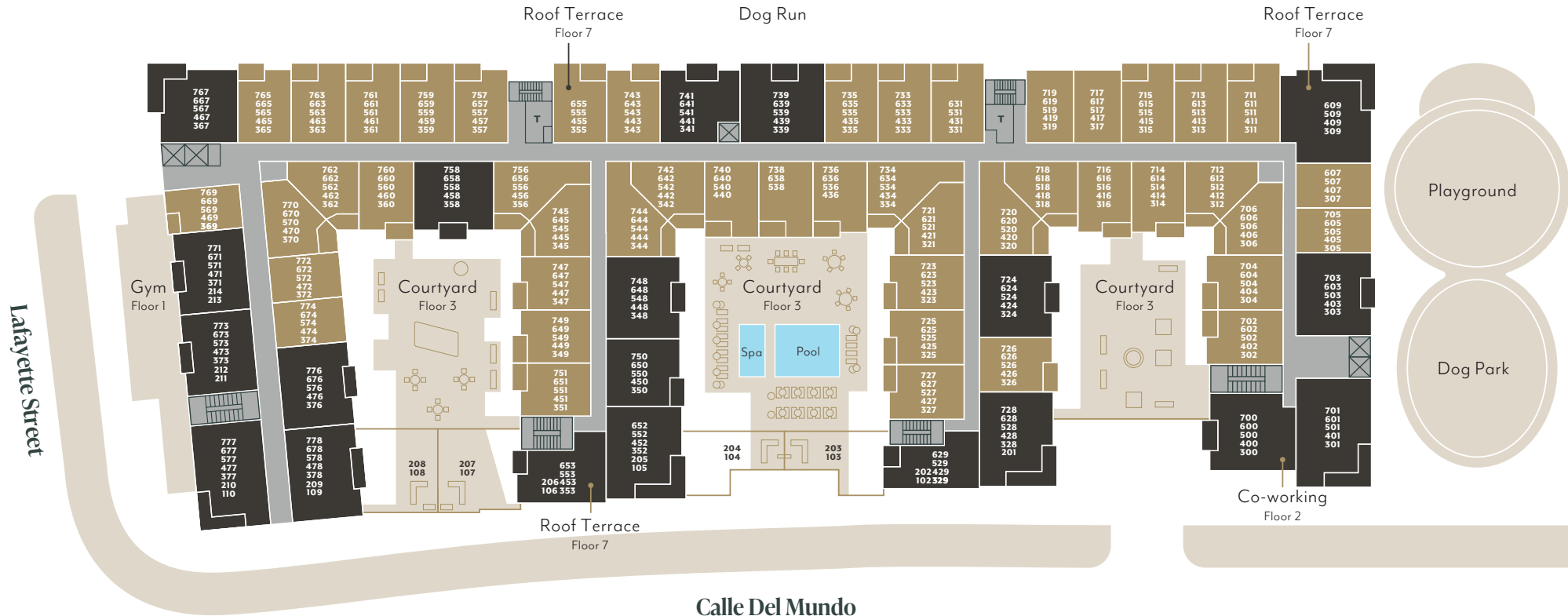
1. THIS ARCHITECTURAL SITE PLAN IS FOR BUILDING IDENTIFICATION ONLY. SETBACKS AND ALL HORIZONTAL AND VERTICAL DIMENSIONS SHALL BE VERIFIED WITH THE CIVIL DRAWINGS.	
2. REFER TO CIVIL DRAWINGS FOR ALL PROPERTY LINES, EASEMENTS, TOPOGRAPHY, ROUGH GRADING, PRECISE GRADING, STREET SITE, IMPROVEMENTS, CURBS, RAMPS, AND UTILITIES.	
3. REFER TO LANDSCAPE DRAWINGS FOR ALL FENCING, PLANTING, GATES, AND HARDSCAPE.	
4. REFER TO SHEET 6003A-0000 FOR SITE ACCESSIBILITY NOTES AND REQUIREMENTS.	
5. PROPERTY LINES, EASEMENTS & BUILDINGS, BOTH EXISTING AND PROPOSED ARE SHOWN ON THIS SITE PLAN. IT IS BASED UPON INFORMATION PROVIDED BY OTHERS.	
6. THE INFORMATION REGARDING THE EXISTING CONDITIONS AND FEATURES SHOWN HEREIN ARE TAKEN FROM THE BEST AVAILABLE DATA AND SOURCES. HOWEVER THE INFORMATION IS NOT GUARANTEED. THE CONTRACTOR SHALL CONFIRM THE ACCURACY THEREOF.	
7. FOR UTILITY AND GRADING INFORMATION & HORIZONTAL CONTROL, SEE CIVIL DRAWINGS.	
8. PROVIDE CONC. CURBS PER CIVIL DRAWINGS. PROVIDE CONC. CURBS & GUTTER PER CIVIL DRAWINGS.	
9. FOR LANDSCAPE INFORMATION AND PLANTING - SEE LANDSCAPE DRAWINGS.	
10. SEE SHEET 6003 FOR ACCESSIBLE PATH OF TRAVEL SLOPE REQUIREMENTS.	
11. SEE SLOPE REQUIREMENTS FOR DISABLED ACCESS PATHS ON ADA REQUIREMENT SHEET, INCLUDED IN THIS SET.	
12. PRIOR TO POURING FOUNDATION, CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDER SLAB PIPING, SLEEVES OR CONDUITS AS READ BY ANY CONSULTANT OR VENDOR, INCLUDING BUT NOT LIMITED TO: CIVIL, PLUMBING, MECHANICAL, ELECTRICAL, LANDSCAPE ARCHITECT, ALARM SYSTEMS, CABLE T.V., AND COMMUNICATIONS.	
13. REFER TO SHEET 6003 FOR OFFERED OR BAYNELL LISTS.	
14. THE CONSTRUCTION SHALL NOT RESTRICT A FIVE-FOOT CLEAR AND UNOBSTRUCTED ACCESS TO ANY WATER OR POWER DISTRIBUTION FACILITIES (POWER POLES, PULL BOXES, TRANSFORMERS, VAULTS, RAMPS, VALVES, METERS, APPURTENANCES, ETC.) OR TO THE LOCATION OF THE HOOD-UP. THE CONSTRUCTION SHALL NOT BE WITHIN TEN FEET OF ANY POWER LINES (WHETHER OR NOT THE LINES ARE LOCATED ON THE PROPERTY). FAILURE TO COMPLY MAY CAUSE CONSTRUCTION DELAYS AND/OR ADDITIONAL EXPENSES.	
15. AT THE TIME OF FOUNDATION INSPECTION OR OTHER STAGES OR OFFSET STAKES MUST BE ESTABLISHED BY A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA AND VERIFIED BY THE FIELD INSPECTOR TO ENSURE THAT NEW CONSTRUCTION IS LOCATED IN ACCORDANCE WITH THE APPROVED PLANS.	
16. THE MATURE HEIGHT OF ANY PROPOSED TREES ALONG THE DESIGNATED AERIAL ACCESS ROAD (CALLE DEL MUNDO) SHALL NOT EXCEED 25 FEET.	

BUILDING ENTRANCE	
PROPERTY LINE	
SETBACK LINE	
BUILDING OUTLINE	
ACCESSIBLE ROUTE (SEE CIVIL DRAWINGS FOR ADDITIONAL INFORMATION)	
VEHICULAR ENTRY / EXIT	
25'-0" MIN. CLEAR AERIAL APPURTENANCE ACCESS ROAD WITH STRIPPED CURBS	
24" FIRE RESISTIVE STAR W/ ROOF ACCESS (PROVIDED ALL STANDPIPES SHALL BE PRESSURIZED)	
150'-0" HOSE PULL DISTANCE	
NET STANDPIPES AT STAIRS WITH 150'-0" HOSE PULL DISTANCE BETWEEN STANDPIPES SHALL BE BETWEEN 100'-0" BUT MAX	
FIRE HYDRANT (PROPOSED)	

# The Lafayette

2333 Calle Del Mundo  
Santa Clara, CA 95054

408.669.3817  
LIVETHELAFAYETTE.COM



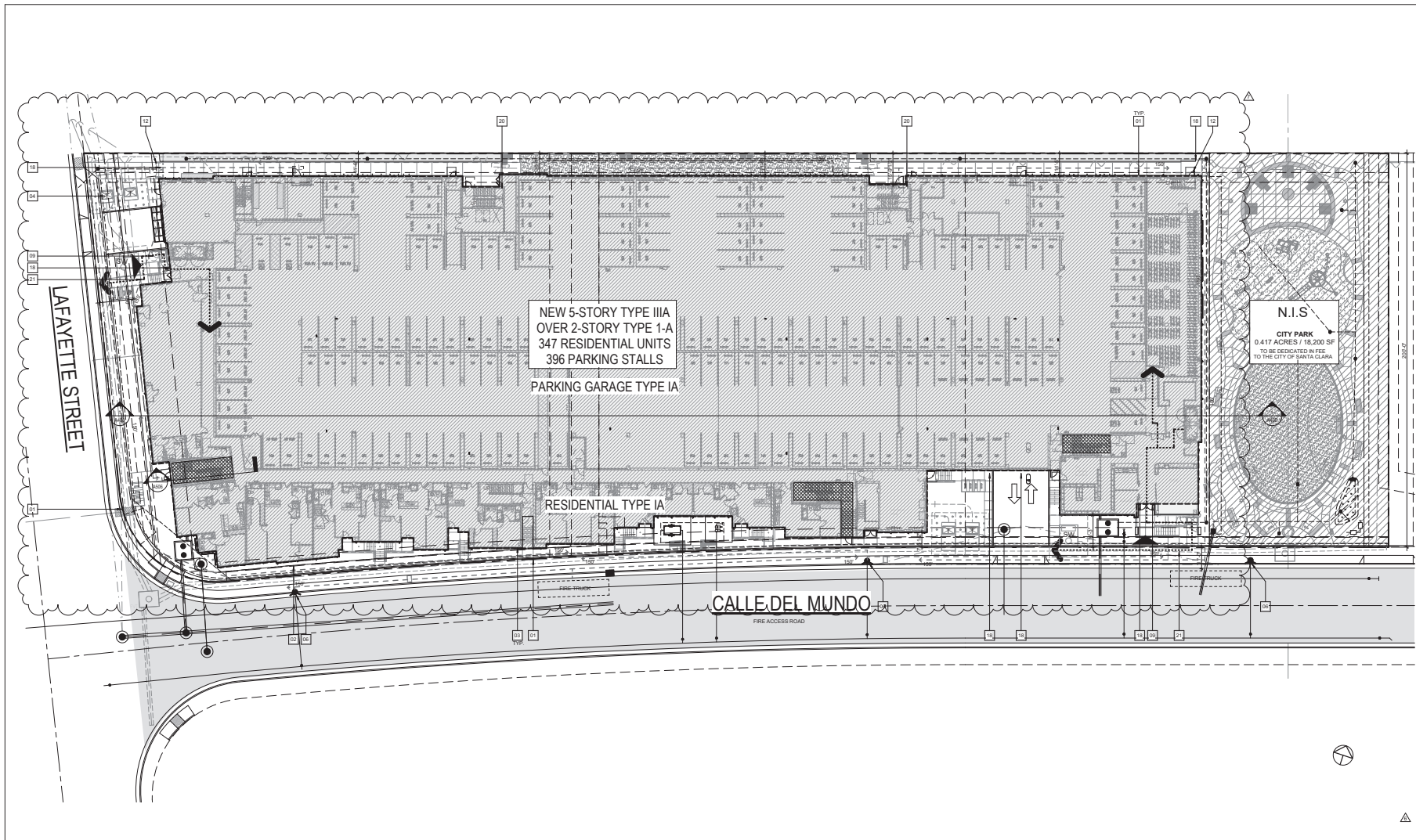
- One Bedroom
- Two Bedroom

Floor plans are artist's renderings. Actual product may vary in detail.





MAGILIGHT



#### Architecture + Planning

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310.394.2623

KTGY Project No: 20160882

Project Contact: Ryan Flautz  
Email: RFlautz@ktgy.com

Principal: Ryan Flautz  
Project Designer: Keith McCloskey

#### Developer

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FAX NO.

## TASMAN - CALLE DEL MUNDO

2333 CALLE DEL MUNDO, SANTA CLARA, CA 95054

No.	Date	Description
	08-27-2019	50% DD
	06-30-2019	100% DD
	11-01-2019	50% CD
	12-19-2019	1ST BLDG DEPT SUBMITTAL
1	04-10-2020	2ND BLDG DEPT SUBMITTAL
2	06-15-2020	3RD BLDG DEPT SUBMITTAL
3	10-05-2020	PERMIT SET
4	01-12-2021	FIRE PERMIT SET
5	06-30-2021	FIRE PERMIT SET

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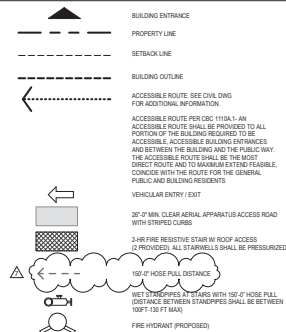
SITE PLAN / FIRE  
DEPARTMENT  
ACCESS PLAN

A100

#### SITE PLAN NOTES

- THIS ARCHITECTURAL SITE PLAN IS FOR BUILDING IDENTIFICATION ONLY. SETBACKS AND ALL HORIZONTAL AND VERTICAL DIMENSIONS SHALL BE VERIFIED WITH THE CIVIL DRAWINGS.
- REFER TO CIVIL DRAWINGS FOR ALL PROPERTY LINES, EASEMENTS, TOPOGRAPHY, ROUGH GRADING, PRECISE GRADING, STREET/SITE, IMPROVEMENTS, CURBS, RAMPS, AND UTILITIES.
- REFER TO LANDSCAPE DRAWINGS FOR ALL FENCING, PLANTING, GATES, AND HARDSCAPE.
- REFER TO SHEET A051 & A50 FOR SITE ACCESSIBILITY NOTES AND REQUIREMENTS.
- PROPERTY LINES, EASEMENTS & BUILDINGS, BOTH EXISTING AND PROPOSED ARE SHOWN ON THIS SITE PLAN & IS BASED UPON INFORMATION PROVIDED BY OTHERS.
- THE INFORMATION REGARDING THE EXISTING CONDITIONS AND FEATURES SHOWN HEREIN ARE TAKEN FROM THE BEST AVAILABLE DATA AND SOURCES. HOWEVER THE INFORMATION IS NOT GUARANTEED. THE CONTRACTOR SHALL CONFIRM THE ACCURACY THEREOF.
- FOR UTILITY AND GRADING INFORMATION & HORIZONTAL CONTROL, SEE CIVIL DRAWINGS.
- PROVIDE CONC. CURBS PER CIVIL DRAWINGS. PROVIDE CONC. CURBS & GUTTER PER CIVIL DRAWINGS.
- FOR LANDSCAPE INFORMATION AND PLANTING - SEE LANDSCAPE DRAWINGS.
- SEE SHEET A051 FOR ACCESSIBLE PATH OF TRAVEL, SLOPE REQUIREMENTS.
- SEE SLOPE REQUIREMENTS FOR DISABLED ACCESS PATHS ON ADA REQUIREMENT SHEET, INCLUDED IN THIS SET.
- PRIOR TO POURING FOUNDATION, CONTRACTOR SHALL VERIFY LOCATION OF ALL UNDER SLAB PIPING, SLEEVES OR CONDUITS AS READ BY ANY CONSULTANT OR VENDOR, INCLUDING BUT NOT LIMITED TO: CIVIL, PLUMBING, MECHANICAL, ELECTRICAL, LANDSCAPE DESIGNER, ALARM SYSTEMS, CABLE T.V., AND COMMUNICATIONS.
- REFER TO SHEET A051 FOR DEFERRED CAPITAL ITEMS.
- THE CONSTRUCTION SHALL NOT RESTRICT A PLUS-FOOT CLEAR AND UNOBSTRUCTED ACCESS TO ANY WATER OR POWER DISTRIBUTION FACILITIES (POWER POLES, PULL BOXES, TRANSFORMERS, VAULTS, PUMPS, VALVES, METERS, APPURTENANCES, ETC.) OR TO THE LOCATION OF THE HOOK-UP. THE CONSTRUCTION SHALL NOT BE WITHIN TEN FEET OF ANY POWER LINES (WHETHER OR NOT THE LINES ARE LOCATED ON THE PROPERTY). FAILURE TO COMPLY MAY CAUSE CONSTRUCTION DELAYS AND/OR ADDITIONAL EXPENSES.
- AT THE TIME OF FOUNDATION INSPECTION CORNER STAKES OR OFFSET STAKES MUST BE ESTABLISHED BY A LAND SURVEYOR REGISTERED IN THE STATE OF CALIFORNIA AND VERIFIED BY THE FIELD INSPECTOR TO ENSURE THAT THE CONSTRUCTION IS LOCATED TO THE PROPOSED LOT AND SETBACKS.
- THE MATURE HEIGHT OF ANY PROPOSED TREES ALONG THE DESIGNATED AERIAL ACCESS ROAD (CALLE DEL MUNDO) SHALL NOT EXCEED 20 FEET.

#### SITE PLAN SYMBOLS LEGEND



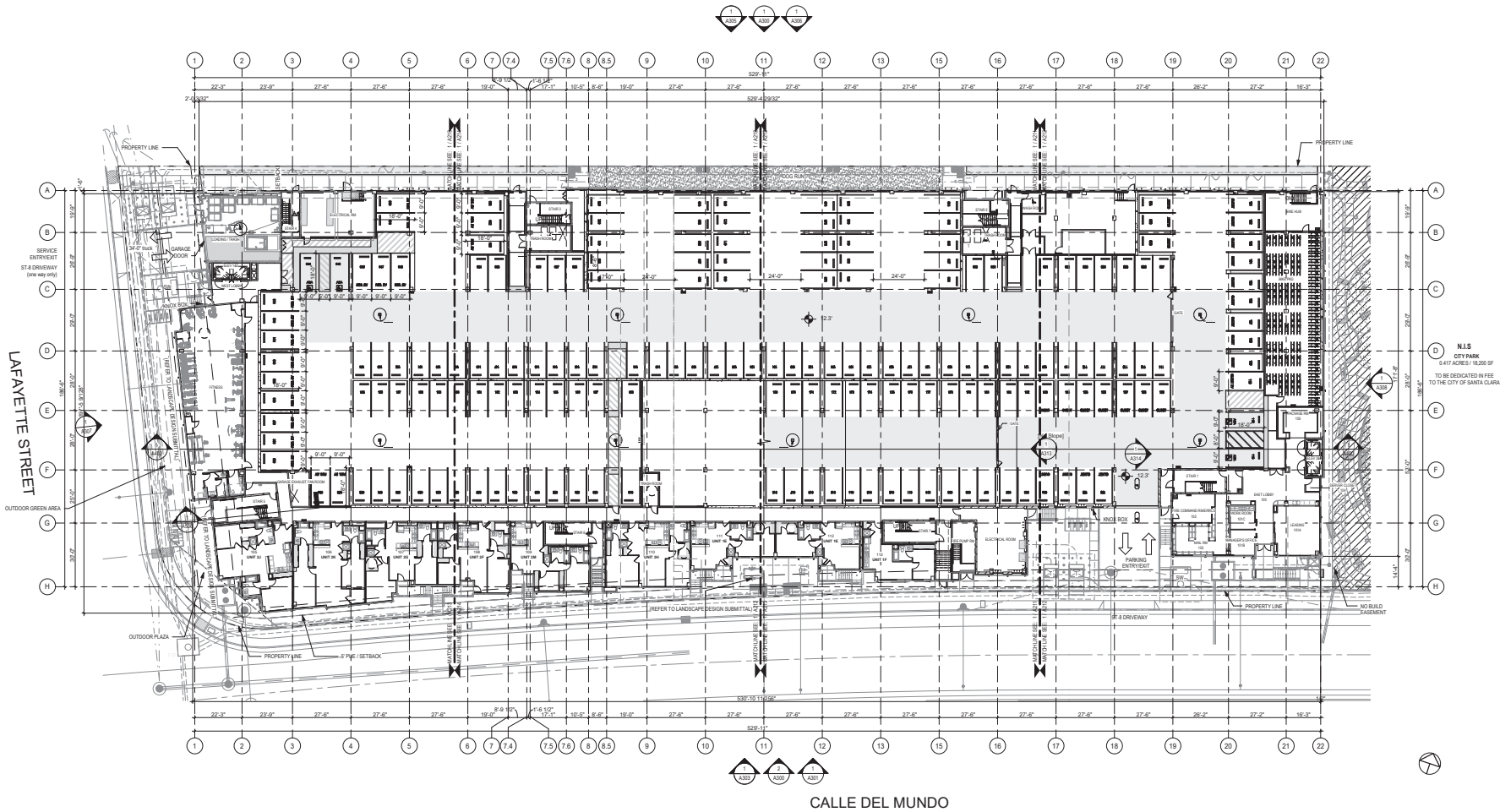
#### SITE PLAN / FIRE DEPARTMENT ACCESS PLAN

SCALE: 1" = 20'-0"

1

#### SITE PLAN KEYNOTES

DESCRIPTION / NOT ALL NOTES APPLY TO DRAWING
1. PROPERTY LINE
2. SETBACK LINE
3. BUILDING OUTLINE
4. SURFACE MOUNTED TRANSFORMER. SEE DRY UTILITY DRAWINGS AND CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
5. GAS METER LOCATION. SEE CIVIL, ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
6. FIRE HYDRANT (SEE CIVIL DRAWINGS)
7. PROPOSED FIRE ENTRY (SEE CIVIL & PLUMBING DRAWINGS)
8. FIRE DEPARTMENT CONNECTION
9. BUILDING ENTRY
10. BUILDING ENTRY
11. CANTON LINE OF PUBLIC WAY
12. GATE TO DOOR/NEED (SEE LANDSCAPE DRAWINGS)
13. VEHICULAR ENTRY (SEE CIVIL DRAWINGS FOR CURB CUTS AND DRIVEWAYS)
14. CLOSEST FIRE HOOD/STAIRWELL
15. EXTERIOR LIGHTING (SEE ELECTRICAL DRAWINGS)
16. PLANTING (SEE LANDSCAPE DRAWINGS)
17. LANDSCAPE (SEE LANDSCAPE DRAWINGS)
18. PULL BOX
19. MAIN ELECTRICAL ROOM BELOW @ PT PARKING LEVEL
20. STANDPIPE WITH FIRE HOUSE VALVE. STANDPIPE SHALL BE CLEARLY VISIBLE, AND NOT OBSCURED BY LANDSCAPING OR OTHER ELEMENTS.
21. PATH OF EXIT DISCHARGE FROM EXTERIOR EXIT DOORWAY TO A PUBLIC WAY. DIRECT AND UNOBSTRUCTED ACCESS TO PUBLIC WAY PROVIDED PER CBC 102A.6.



CALLE DEL MUNDO

		LEVEL 1		SCALE: 1" = 20'-0"	1
TACTILE EXIT SIGNS		SYMBOLS LEGEND		EXIT SIGNS & FIRE EXTINGUISHERS	
REFER TO DETAIL 1A065 FOR SPECIFIC DETAIL INFORMATION AND REQUIREMENTS. TACTILE EXIT SIGNS SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS: A. EACH GRADE LEVEL EXIT DOOR SHALL BE IDENTIFIED BY THE WORDS "EXIT" LEADING DIRECTLY TO A GRADE LEVEL EXTERIOR EXIT BY THE MEANS OF AN EXIT STAIR SHALL BE IDENTIFIED WITH THE WORDS "EXIT STAIR DOWN" OR "EXIT STAIR UP" BASED ON APPROPRIATE DIRECTION. C. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE LEVEL EXTERIOR EXIT BY MEANS OF AN EXIT ENCLOSURE THAT DOES NOT UTILIZE A STAIR OR RAMP SUCH AS HALTED CORRIDORS OR BY MEANS OF AN EXIT PASSAGEWAY SHALL BE IDENTIFIED WITH THE WORDS "EXIT ROUTE". D. EACH EXIT ACCESS DOOR FROM INTERIOR ROOM OR AREA THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN SHALL BE IDENTIFIED WITH THE WORDS "EXIT ROUTE".		SEMI-RECESSED FIRE EXTINGUISHER CABINET (REFER TO EXIT SIGN & FIRE EXTINGUISHERS NOTES #4) LOCATED AT FLOORS 1 & 2 SURFACE MOUNTED FIRE EXTINGUISHER CABINET (REFER TO EXIT SIGN & FIRE EXTINGUISHERS NOTES #4) LOCATED AT FLOORS PE, PL & FIRST FLOOR SEMI-RECESSED OR SURFACE MOUNTED FIRE ALARM ANNUNCIATOR UNDER SEPARATE POINT F.A.C.P. EXIT SIGN - ILLUMINATED, CEILING MOUNTED, 1 SIDE DIRECTIONAL ARROW WHEN REQUIRED LATEST PART MAY 1" ABOVE FLOOR. SEE ELECTRICAL DRGS. ALUXN ADA ACCESSIBLE PATH OF EGRESS DOOR SYMBOL SEE A201 WINDOW SYMBOL SEE A201 STONEPOINT SYMBOL SEE A201 CANOPY SYMBOL SEE A201 VAPOR RETARDER BIKE LOCKERS: 116 COUNT 8" X 2" MIN. CLEARANCE FOR ACCESSIBLE PARKING		1. MEANS OF EGRESS IDENTIFICATION: A. PROVIDE INTERNALLY ILLUMINATED EXIT SIGNS IN CONFORMANCE WITH C.B.C. SECTION 1013.1 B. PROVIDE FLOOR LEVEL EXIT SIGNS AND APPROVED PATH MARKING IN CONFORMANCE WITH C.B.C. SECTION 1013.1 & 1013.7 C. EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES. PROVIDE BACKUP POWER IN CASE OF PRIMARY POWER LOSS IN CONFORMANCE WITH C.B.C. SECTION 1013.1 D. ADDITIONAL EXIT SIGNS MAY BE REQUIRED AND LOCATIONS ARE SUBJECT TO CHANGE DURING FINAL INSPECTION. E. EGRESS LIGHTING TO MEET THE MINIMUM 1 FOOT CANDLE AT FLOOR LEVEL. 2. FIRE EXTINGUISHERS: A. PROVIDE A MINIMUM OF ONE 2-A/10-B.C. CLASSIFICATION FIRE EXTINGUISHER WITHIN 75 FEET TRAVEL DISTANCE FOR EACH 400 SQUARE FEET OR PORTION THEREOF ON EACH FLOOR. B. ADDITIONAL FIRE EXTINGUISHERS MAY BE REQUIRED AND LOCATIONS ARE SUBJECT TO CHANGE DURING FINAL INSPECTION.	
DIMENSION NOTE		WALL LEGEND		BUILDING FLOOR COMPOSITE NOTES	
ALL MINIMUM CLEAR DIMENSIONS ARE TO FINISH MATERIAL. ALL WALL DIMENSIONS ARE SHOWN TO FACE OF FRAMING. FOR CMU OR CONCRETE WALL DIMENSIONS ARE SHOWN TO FACE OF BLOCK OR CONCRETE SURFACE.		GENERAL WALL CONSTRUCTION SEE ENLARGED PLANS FOR ADDITIONAL INFORMATION. SEE ASSEMBLIES FOR MORE SPECIFIC INFORMATION. WALL TYPE: REFER TO SHEETS A200 - A203 1/2" FIRE WALL 1/2" FIRE WALL 1/2" FIRE WALL 1/2" FIRE WALL REINFORCED CONCRETE WALL - (PER STRUCTURAL) REINFORCED CONCRETE WALL - (SEE STRUCTURAL FOR BEAM WALL LOCATION AND ADDITIONAL INFO) 2X4 WOOD STUD WALL FRAMING FRAMED WALL 1" METAL DECK (BELOW POOL) TYPE 1A OR 2A WOOD STUD (JACOBE ROOM) TYPE 1A, UND NOTES: 1. OR NON RATED INTERIOR PARTITION. PLACE 5/8" O.P. 80 LAYER ON EITHER SIDE OF STUD EXCEPT USE ONLY 1 LAYER OF 5/8" O.P. 80. FRAMING UNIT SEE WITH 1/2" GAT INSULATION AND 4 MIN. 1" AIR SPACE AT PLUMBING WALLS UP AGAINST CORRIDOR OR EGRESS WALL. 2. FOR RATED PARTITIONS, SEE SHEETS A201 - A203. 3. CORRIDOR WALL TYPES CALLED OUT ON BUILDING FLOOR PLANS A200 SERIES.		1. AUTOMATIC FIRE SPRINKLER SYSTEM: THIS BUILDING SHALL BE PROTECTED WITH AN NFPA13 AUTOMATIC SPRINKLER SYSTEM. REFER TO THE BUILDING FLOOR COMPOSITE FOR THE TYPE OF PROTECTION EQUIPMENT SHALL BE SUBMITTED TO THE FIRE MARSHAL FOR APPROVAL PRIOR TO INSTALLATION. 2. FIRE ALARM SYSTEM: THIS BUILDING SHALL HAVE AN APPROVED MANUAL AND AUTOMATIC FIRE ALARM SYSTEM DESIGNED TO WARN THE OCCUPANTS OF THE BUILDING IN THE EVENT OF A FIRE. (C.B.C. SECTION 907.2, 907.2.1, AND NFPA 72) WHEN SERVING MORE THAN 100 SPRINKLER HEADS, AUTOMATIC SPRINKLER SYSTEMS SHALL BE SUPERVISED BY AN APPROVED UL LISTED CENTRAL PROPRIETARY OR REMOTE STATION SERVICE IN ACCORDANCE WITH 2016 CBC SEC. 907.4.6 OR SHALL BE PROVIDED WITH A LOCAL ALARM WHICH WILL GIVE AN AUDIBLE SIGNAL AT A CONTINUANTLY ATTENDED LOCATION. 3. SMOKE DETECTORS: EACH DWELLING UNIT SHALL HAVE PERMANENTLY WIRED SMOKE DETECTORS WITH BATTERY BACKUP INSIDE EACH BEDROOM AND CENTRALLY LOCATED IN THE CORRIDOR OR AREA GIVING ACCESS TO SLEEPING AREAS. DETECTORS SHALL SOUND AN ALARM AUDIBLE IN ALL SLEEPING AREAS OF THE UNIT. ALL APPLICABLE PROVISIONS PER 2016 CBC SEC. 907.2.3 SHALL BE MET. 4. SMOKE DETECTOR LOCATION: SMOKE DETECTORS SHALL BE LOCATED IN THE IMMEDIATE VICINITY OUTSIDE THE BEDROOM. 5. EXTERIOR FINISHES SHALL COMPLY WITH C.B.C. CHAPTER 8. 6. REFER TO INTERIOR DESIGNER'S DRAWINGS FOR LOCATIONS & SPECIFICATIONS OF ALL INTERIOR FINISHES. 7. BUILT IN FEATURES SUCH AS MALIBOXES, MEDICINE CABINETS, FIRE EXTINGUISHER CABINETS AND ELECTRICAL OUTLET PANELS IS EXCEPTED IN AREAS AS WELL AS BEHIND BATHTUB AND SHOWER ENCLOSURES SHALL BE RATED (SEE 709.8 OR 709.7). 8. ACCESSIBILITY DETAILS REFER TO SHEETS A201 TO A207. 9. FIRE RETARDANT TREATED WOOD (PTVW) FRAMING SHALL BE USED AT ALL TYPE II EXTERIOR WALLS (CBC SECTION 602.3), AND COMPLY WITH CBC SECTION 2303.3. REFER TO WALL TYPES AND DETAILS. 10. THE FIRE RESISTANCE RATING OF STRUCTURAL MEMBERS AND ASSEMBLIES SHALL COMPLY WITH THE REQUIREMENTS FOR THE TYPE OF CONSTRUCTION AS SPECIFIED IN TABLE 601 CBC AND SHALL NOT BE LESS THAN THE RATING REQUIRED FOR THE FIRE RESISTANCE RATED ASSEMBLIES SUPPORTED BY THE STRUCTURAL MEMBERS. SEE STRUCTURAL DRAWINGS FOR PRIMARY MEMBERS. 11. AREAS OF REFUSE ARE NOT REQUIRED AT STAIRWAYS IN BUILDINGS EQUIPPED THROUGHOUT BY AN AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1 OR 903.3.1.2 OR AT ELEVATORS PER CBC 907.4 EXC 2. 12. FOR TYPICAL FIRE RATED PENETRATIONS, SEE SHEET A200. 13. FOR TYPICAL ACQUISITION DETAILS, REFER TO SHEETS A201 AND A201.1. 14. ALL INTERIOR WALLS TO BE 1-HOUR FIRE RATED, UNLESS OTHERWISE NOTED. REFER TO UNIT PLAN SHEETS A200 FOR INDIVIDUAL UNIT INTERIOR OR EXTERIOR RATED WALLS, CORRESPONDING WALL TAGS, AND DETAILS. 15. FOR CONCRETE COLUMN PROTECTION, SEE DETAILS 1A.4 & 1A.4A07. 16. FOR WOOD COLUMN PROTECTION, SEE DETAILS 3.4 & A2007. 17. PROVIDE CEILING LINE REFERENCE WALL TAGS ON ENLARGED BUILDING PLANS AND DETAILS ON SHEET A200 FOR FIRE RATED WALL DETAILS. 18. PROVIDE CEILING LINE REFERENCE WALL TAGS ON ENLARGED BUILDING PLANS AND DETAILS ON SHEET A200 FOR FIRE RATED WALL DETAILS. 19. PROVIDE CEILING LINE REFERENCE WALL TAGS ON ENLARGED BUILDING PLANS AND DETAILS ON SHEET A200 FOR FIRE RATED WALL DETAILS. 20. PROVIDE CEILING LINE REFERENCE WALL TAGS ON ENLARGED BUILDING PLANS AND DETAILS ON SHEET A200 FOR FIRE RATED WALL DETAILS. 21. PROVIDE CEILING LINE REFERENCE WALL TAGS ON ENLARGED BUILDING PLANS AND DETAILS ON SHEET A200 FOR FIRE RATED WALL DETAILS. 22. 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				1ST FLOOR - OVERALL PLAN	
				A201	

No.	Date	Description
08-27-2019	50% DD	
09-30-2019	100% DD	
11-01-2019	50% DD	
12-19-2019	1ST BLDG DEPT SUBMITTAL	
04-10-2020	2ND BLDG DEPT SUBMITTAL	
06-15-2020	3RD BLDG DEPT SUBMITTAL	
10-05-2020	PERMIT SET	



1ST FLOOR- OVERALL PLAN

It is the clients responsibility prior to or during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly reviewed prior to the building codes and methods of construction should reasonably be aware. Written instructions, addendums, such perceived errors or omissions shall be received from the architect prior to the client or clients subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.

A202

[illegible]

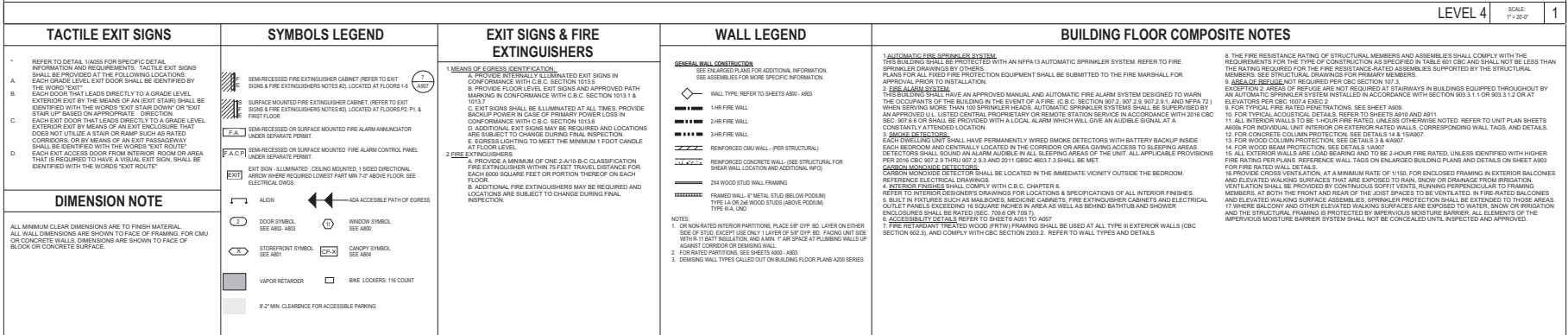


A203

[illegible]

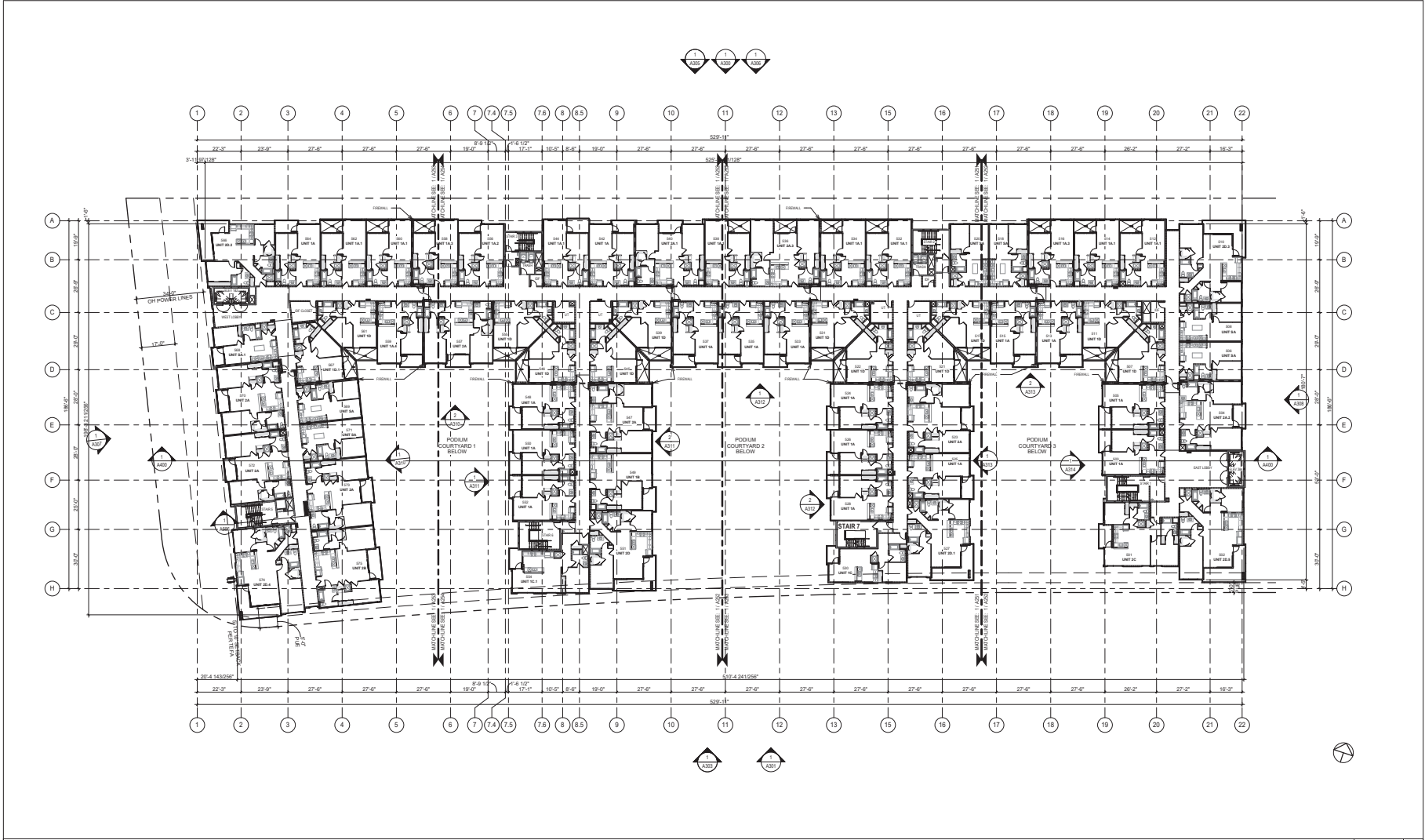
It is the client's responsibility prior to during construction to notify the architect in writing of any perceived errors or omissions in the plans and specifications of which a contractor thoroughly knowledgeable with the building codes and methods of construction should reasonably be aware. Written instructions, administrative such as corrected orders or omissions shall be required from the architect prior to the client or clients subcontractors proceeding with the work. The client will be responsible for any defects in construction if these procedures are not followed.





No.	Date	Description
	08-27-2019	50% DD
	06-30-2019	100% DD
	11-01-2019	50% CD
	12-19-2019	1ST BLDG DEPT SUBMITTAL
1	04-10-2020	2ND BLDG DEPT SUBMITTAL
2	06-15-2020	3RD BLDG DEPT SUBMITTAL
3	10-05-2020	PERMIT SET

It is the owner's responsibility to verify that the information on this drawing is correct and that it complies with all applicable codes and regulations. The architect is not responsible for the accuracy of the information provided by the owner. The architect is not responsible for the accuracy of the information provided by the owner. The architect is not responsible for the accuracy of the information provided by the owner.



TACTILE EXIT SIGNS		SYMBOLS LEGEND		EXIT SIGNS & FIRE EXTINGUISHERS		WALL LEGEND		BUILDING FLOOR COMPOSITE NOTES	
<p>REFER TO DETAIL 14065 FOR SPECIFIC DETAIL INFORMATION AND REQUIREMENTS. TACTILE EXIT SIGNS SHALL BE PROVIDED AT THE FOLLOWING LOCATIONS:</p> <p>A. EACH GRADE LEVEL EXIT DOOR SHALL BE IDENTIFIED BY THE WORDS "EXIT STAIR DOWN" OR "EXIT STAIR UP" BASED ON APPROPRIATE DIRECTION.</p> <p>B. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE LEVEL CORRIDOR OR BY MEANS OF AN EXIT PASSAGEWAY SHALL BE IDENTIFIED WITH THE WORDS "EXIT ROUTE".</p> <p>C. EACH EXIT DOOR THAT LEADS DIRECTLY TO A GRADE LEVEL CORRIDOR OR BY MEANS OF AN EXIT PASSAGEWAY SHALL BE IDENTIFIED WITH THE WORDS "EXIT ROUTE".</p> <p>D. EACH EXIT ACCESS DOOR FROM INTERIOR ROOM OR AREA THAT IS REQUIRED TO HAVE A VISUAL EXIT SIGN, SHALL BE IDENTIFIED WITH THE WORDS "EXIT ROUTE".</p>		<p>SEMI-RECESSED FIRE EXTINGUISHER CABINET (REFER TO EXIT SIGNS &amp; FIRE EXTINGUISHERS NOTE #2, LOCATED AT FLOOR PLAN 1 &amp; FIRST FLOOR)</p> <p>SURFACE MOUNTED FIRE EXTINGUISHER CABINET (REFER TO EXIT SIGNS &amp; FIRE EXTINGUISHERS NOTE #3, LOCATED AT FLOOR PLAN 1 &amp; FIRST FLOOR)</p> <p>SEMI-RECESSED SURFACE MOUNTED FIRE ALARM ANNUNCIATOR (REFER SEPARATE PLAN)</p> <p>SEMI-RECESSED SURFACE MOUNTED FIRE ALARM CONTROL PANEL (REFER SEPARATE PLAN)</p> <p>INTERIOR ILLUMINATED, GROUND MOUNTED, 150 DEGREE CORNIX AREA WHERE REQUIRED LOWEST PART 7' 6" ABOVE FLOOR. SEE ELECTRICAL SHEET.</p>		<p>1. MEANS OF EGRESS IDENTIFICATION:</p> <p>A. PROVIDE INTERNALLY ILLUMINATED EXIT SIGNS IN CONFORMANCE WITH C.B.C. SECTION 1015.1.8.1015.7.</p> <p>B. PROVIDE FLOOR LEVEL EXIT SIGNS AND APPROXIMATE PATH MARKING IN CONFORMANCE WITH C.B.C. SECTION 1015.1.8.1015.7.</p> <p>C. EXIT SIGNS SHALL BE ILLUMINATED AT ALL TIMES. PROVIDE BACKUP POWER IN CASE OF PRIMARY POWER LOSS IN CONFORMANCE WITH C.B.C. SECTION 1015.1.8.1015.7.</p> <p>D. ADDITIONAL EXIT SIGNS MAY BE REQUIRED AND LOCATIONS ARE SUBJECT TO CHANGE DURING FINAL INSPECTION.</p> <p>E. EXISTING LIGHTING TO MEET THE MINIMUM 1 FOOT CANDLE AT FLOOR LEVEL.</p> <p>2. FIRE EXTINGUISHERS:</p> <p>A. PROVIDE A MINIMUM OF ONE 2-A/10-B.C. CLASSIFICATION FIRE EXTINGUISHER WITHIN 75 FEET TRAVEL DISTANCE FOR EACH 400 SQUARE FEET OR PORTION THEREOF ON EACH FLOOR.</p> <p>B. ADDITIONAL FIRE EXTINGUISHERS MAY BE REQUIRED AND LOCATIONS ARE SUBJECT TO CHANGE DURING FINAL INSPECTION.</p>		<p><b>GENERAL WALL CONSTRUCTION</b></p> <p>SEE ENLARGED PLANS FOR ADDITIONAL INFORMATION. SEE ASSEMBLIES FOR MORE SPECIFIC INFORMATION.</p> <p>1 1/2" FIRE WALL, REFER TO SHEETS A800 - A803</p> <p>2 1/2" FIRE WALL</p> <p>3 1/2" FIRE WALL</p> <p>4 1/2" FIRE WALL</p> <p>5 1/2" FIRE WALL</p> <p>6 1/2" FIRE WALL</p> <p>7 1/2" FIRE WALL</p> <p>8 1/2" FIRE WALL</p> <p>9 1/2" FIRE WALL</p> <p>10 1/2" FIRE WALL</p> <p>11 1/2" FIRE WALL</p> <p>12 1/2" FIRE WALL</p> <p>13 1/2" FIRE WALL</p> <p>14 1/2" FIRE WALL</p> <p>15 1/2" FIRE WALL</p> <p>16 1/2" FIRE WALL</p> <p>17 1/2" FIRE WALL</p> <p>18 1/2" FIRE WALL</p> <p>19 1/2" FIRE WALL</p> <p>20 1/2" FIRE WALL</p> <p>21 1/2" FIRE WALL</p> <p>22 1/2" FIRE WALL</p> <p>23 1/2" FIRE WALL</p> <p>24 1/2" FIRE WALL</p> <p>25 1/2" FIRE WALL</p> <p>26 1/2" FIRE WALL</p> <p>27 1/2" FIRE WALL</p> <p>28 1/2" FIRE WALL</p> <p>29 1/2" FIRE WALL</p> <p>30 1/2" FIRE WALL</p> <p>31 1/2" FIRE WALL</p> <p>32 1/2" FIRE WALL</p> <p>33 1/2" FIRE WALL</p> <p>34 1/2" FIRE WALL</p> <p>35 1/2" FIRE WALL</p> <p>36 1/2" FIRE WALL</p> <p>37 1/2" FIRE WALL</p> <p>38 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**Project Designer:** Keith McCloskey

**Developer**

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COMMUNITIES OF RESIDENTS  
SummerHill Apartment  
Communities  
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PHONE NO. 650.842.2404  
FAX NO.

**TASMAN - CALLE DEL MUNDO**

2333 CALLE DEL MUNDO, SANTA CLARA, CA 95054

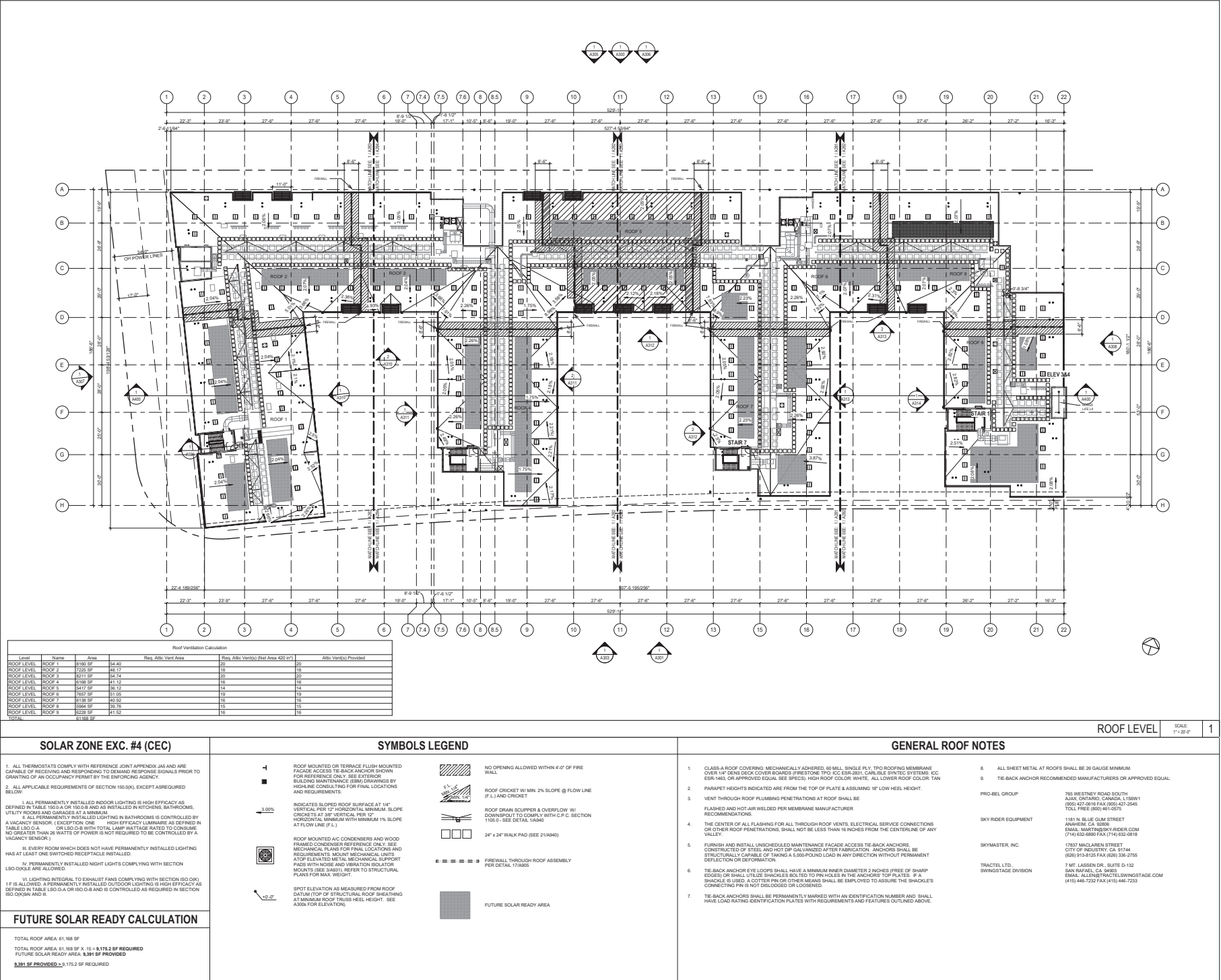
No.	Date	Description
	08-27-2019	50% DD
	06-30-2019	100% DD
	11-01-2019	50% CD
	12-19-2019	1ST BLDG DEPT SUBMITTAL
1	04-10-2020	2ND BLDG DEPT SUBMITTAL
2	06-15-2020	3RD BLDG DEPT SUBMITTAL
3	10-05-2020	PERMIT SET

It is the parties responsibility to verify that the information is correct. The architect is not responsible for the accuracy of the information. The architect is not responsible for the accuracy of the information. The architect is not responsible for the accuracy of the information.



**ROOF PLAN-  
OVERALL PLAN**

**A208**



## **Minor Use Permit for Short-Term Rental Program during Lease-up**

**2333 Calle Del Mundo, Santa Clara**

### **Project Description**

**March 5, 2025**

#### **Placemakr**

Placemakr Management, LLC (“Placemakr”) is a wholly owned subsidiary of Placemakr, Inc. which was founded in 2017 and is in the business of operating short-term rentals, including specifically during the lease-up period of newly constructed multifamily apartment buildings. Placemakr has operated approximately 5,000 units and serviced more than a million room nights in a number of jurisdictions across the United States.

#### **Minor Use Permit Requirement**

Section 18.60.250(N) of the Santa Clara Zoning Code (the “Code”) attached as Exhibit A, permits short-term rentals (i.e. guest occupancy for stays of less than 30 days) in up to thirty-five percent (35%) of the units within a multi-family building for up to two (2) years from the issuance of the first Temporary Certificate of Occupancy, all subject to obtaining a Minor Use Permit. Short term rentals permitted pursuant to this Section are considered “hosted units” if a property manager is available within the multi-family building and permits hosted units to be occupied as short term rentals for an unlimited number of days per calendar year, subject to meeting the various other operating standards and registration requirements.

#### **The Project**

Placemakr proposes to operate on behalf of Lafayette CDM Apartments LLC (the “Owner”) up to 121 units at any given time as hosted short-term rentals (the “Units”) during the lease-up period of the multifamily apartment project located at 2333 Calle Del Mundo, Santa Clara, CA 95054, known as the Lafayette and comprised of 347 units and related parking and amenities (the “Project”). The Project is more particularly shown on the plans and maps accompanying this application. 121 units is equal to 34.8% of the total units at the Project. The first Temporary Certificate of Occupancy for the Project is expected on or around October 4th, 2024, and Placemakr would cease operations of hosted short term rentals as required by the Code on or before the date that is two (2) years after receipt of such Temporary Certificate of Occupancy.

#### **Operations**

Placemakr’s proposed operations are detailed below:

Local contact person – Placemakr or the Owner will have a staff member on site at all times and would be available 24 hours a day, 7 days a week. They will be able to respond within 60 minutes to complaints and take prompt remedial action to resolve them.

Parking– Parking will comply with all residential parking standards. Each Unit is assigned at least one parking space for both residential and transient Units. The assigned spaces are in the same parking structure for both residential and transient Units. Access control will limit entrance to the

parking structure to only vehicles assigned a parking space. Transient guests will be able to purchase parking on site. As part of its check-in instructions, Placemakr will instruct guests not to park on the south side of Calle Del Mundo during the times and in the places prohibited by applicable City signage.

Trash and Recycling – Placemakr cleaning services will remove trash and recycling from the Units and place it in the same receptacles for the same removal services as are used for the remainder of the Project. The Project will provide for sufficiently frequent pick-up and removal of trash and recycling to ensure that there is no overflow.

No Special Events – Placemakr will not permit large events of the type prohibited by the Code.

Other requirements – Placemakr will comply with the occupancy limits and registration and renewal requirements and business licensing requirements in the Code and will collect and remit all required Transient Occupancy Tax. As of the date of this application the actual administrative short term rental registration application is not yet available from the City (expected to be available by the end of 2024), but Placemakr intends to comply with any applicable requirements of the registration.

No Exterior or Structural Changes – Other than the minor temporary signage noted below, there will not be any exterior or structural changes to the Project in connection with Placemakr's use.

#### Set-up and Wind Down

Placemakr fully furnishes each unit and provides related housewares, linens and terry. For Unit set-up and wind down Placemakr will reserve the elevators with ownership in advance in the same manner as any residential moves. We would expect that this will generally be done during business hours, however in the event that there are conflicts with a large volume of residential moves, those will be given priority and we may have some usage during off-hours. When Placemakr is no longer operating the Units, the furniture is removed and the Units are returned to the Owner for multifamily rental. Placemakr returns the Units in "rent ready" condition.

#### Staffing

Onsite operations would be staffed 24 hours a day, 7 days per week in addition to having off-site communication available by call or text message. Placemakr typically employs approximately 8 employees per Project of this size including a managerial employee as well as guest experience associates, and maintenance employees. Some employees may perform duties related to the Project as a whole in addition to just the Units.

#### Cleaning

Units are cleaned in between all stays and more often if requested by guest or required by Code. Cleaning may be done by employees or third party contractors.

#### Security

In addition to employees on site 24/7, Placemakr provides on-site third party security service (which may be shared with the Project as a whole). The hours and presence of dedicated security service will be determined based upon the particular needs of the Project. In addition, Placemakr will utilize electronic lock systems and key codes to ensure safe dedicated access to the Project, each unit and appropriate amenities.

#### Check-in and guest communication

Placemakr offers both in person and remote check in through text message through a service called Autohost. Guests receive a text message instructing them on where to park (if applicable), how to access the building, and verifying their ID and payment information. They are then either directed to pick up a key or provided an electronic key code. This same messaging system may be used for communications with Placemakr during the stay and as noted above Placemakr is available 24/7.

#### Signage

Placemakr provides guests temporary wayfinding signage within the Project and parking areas. Placemakr may also place temporary A-frame signage outside the parking area. No permanent signage or façade or other exterior signage will be completed.

#### Food and Beverage

Placemakr does not serve any prepared food or beverages or any alcohol to guests.

#### Amenities

Placemakr guests will have access to the gym, pool, courtyards, and playground. They will be subject to the same rules and regulations for access as other residential tenants of the Project.

#### **Application Plan Attachments**

Attached to this application are the following plans: Cover page, site plan, colored site plan, exterior renderings, and floor plans.

There are no changes in the plans for the underlying Project, and the above are submitted solely to show the project location and existing conditions.

Building code and zoning code compliance are evidenced by the statements in this application and the certificates of occupancy for the Project as a whole – there is not any additional building code compliance required in connection with the requested use of the Units.

**Project Contacts**

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Alvaro Leiva, Senior Vice President, Asset Management, SummerHill Apartment Communities

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**Exhibit A**

**18.60.250 – Short-Term Rentals of Residential Property**

- A. Purpose.** The purpose of this Section is to allow limited short-term rental of residential property, while preserving housing stock and the residential character of neighborhoods, through the use of registration, regulations, and standards, in order to reduce potential impacts on adjacent properties and to ensure the collection of Transient Occupancy Taxes under SCCC Chapter 3.25.
- B. Violation of Section.** No person shall host or rent any residence in violation of the provisions of this Section.
- C. Operating Standards for Short-Term Rentals.** The following operating standards shall apply to all short-term rentals:
- 1. Legal Dwelling.** Short-term rentals are allowed only within legal conforming and legal nonconforming residential dwelling units.
  - 2. Annual Limit.**
    - a.** Where the host is present within the unit, the dwelling unit may be occupied as a short-term rental for an unlimited number of days per calendar year.
    - b.** Where a host is not present (unhosted), the dwelling unit may be occupied as a short-term rental no more than 90 days per calendar year in the aggregate.
    - c.** For purposes of this section, Accessory Dwelling Units are considered hosted if the primary unit is owner-occupied.
  - 3. Local Contact Person.** For short-term rentals, hosts shall provide the City, all short-term renters and all occupants of adjacent properties, the name and contact information of a local individual who shall be available 24 hours per day, seven days per week, during the term of the stay. The host or designated local contact person shall:
    - a.** Respond on-site within 60 minutes to complaints regarding a condition or operation of the short-term rental or the conduct of the short-term renters; and
    - b.** Take remedial action to resolve any and all complaints.
  - 4. Parking.** Parking shall comply with residential parking standards specified in Chapter 18.38 (Off-Street Parking Regulations and Design Standards), but no designated parking is required beyond other City Code requirements.
  - 5. Trash and Recycling.** The appropriate level of trash and recycling services shall be maintained so there is no overflow of trash and recycling on the property.
  - 6. Special Events.** Weddings, corporate events, commercial functions, large parties, and other similar events which have the potential to cause traffic, parking, noise, or other impacts to the neighborhood are prohibited on the property during short-term rentals.
- D. Occupancy Limits for Short-Term Rentals.**
- 1. Individual Rooms or Studio Units:** Two people
  - 2. One-bedroom Units:** Three people
  - 3. All Other Dwelling Units:** Two people per bedroom for each bedroom in excess of one bedroom, but not to exceed eight short-term rental occupants, total.

**E. Registration Application Requirements.** Notwithstanding SCCC Section 3.25.080, the following registration requirements shall apply for short-term rentals:

- 1. Initial Application.** Before advertising or use of a short-term rental, the host shall obtain an Administrative Permit for Short-term Rentals from the City and obtain a valid City Business License.
- 2. Requirements for Application.** The registration shall be submitted on a City-approved form. The applicant shall provide the property owner's signature for the unit to be rented; the name and contact information of the host; the address of the dwelling unit to be used as a short-term rental; a valid City Business License; the anticipated frequency of the short-term rental; contact information for the local contact person; an acknowledgement of compliance with the requirements of the City Code; and other information as requested. Failure to submit all information required on the application will result in denial of the registration.
- 3. Fee.** The host shall pay a registration fee in an amount established by resolution of the Council, and as updated from time to time. Failure to submit the full amount of the required fee will result in the application not being processed.

**F. Citation, Compliance Order, Denial, Revocation.** For a property that is the subject of an active compliance order or civil, criminal, or administrative citation from the City, or denial or revocation of a short-term rental application in the preceding 12 months, registration of the short-term rental on the property will be denied.

**G. Term of Registration.** Registration of a short-term rental shall be on a calendar-year basis. Fees shall be prorated for any approved registration on a quarterly basis. Approved registrations shall be personal to the host, are not assignable or transferable, and shall automatically expire upon sale or transfer of the property on which the short-term rental is located.

**H. Annual Renewal.**

- 1.** A short-term rental registration shall be renewed annually upon payment of registration renewal fees, remittance of all required Transient Occupancy Tax associated with the short-term rental, proof of a current City Business License, and all registration application requirements specified above.
- 2.** The host shall also submit such information as may be required to enable the Tax Collector to verify the amount of tax paid.
- 3.** Failure to submit for renewal before December 15 of each calendar year will result in expiration of the registration.

**I. Requirements Not Exclusive.** The approval of a short-term rental registration shall not relieve any host of the obligation to comply with all other provisions of the City Code applicable to the use and occupancy of the property.

**J. Administrative Regulations and Standards.** The City Manager or designee is hereby authorized to promulgate administrative rules, regulations, and interpretations to implement this Section. The rules and regulations may include, but are not limited to, revisions to the application process, requirements of operations, etc.

**K. Transient Occupancy Tax (TOT).**

- 1.** Except as otherwise provided in this Subsection, Transient Occupancy Taxes shall be collected for short-term rentals and paid to the City in compliance with SCCC Section 3.25.090.
- 2.** Collection is the responsibility of the host.

3. Notwithstanding SCCC Section 3.25.090, if a hosting platform is used, and the City has a voluntary collection agreement, or equivalent, with that hosting platform, TOT may be collected and remitted directly to the City by the hosting platform.

#### **L. Enforcement.**

1. **Revocation of Registration.** A short-term rental registration approved in compliance with this Section may be revoked for any of the following reasons: fraud, misrepresentation, or false statement contained in the application for, or in the operation of, the short-term rental.
2. **Other Remedies.** In addition to remedies provided in the City Code, a short-term rental registration may be revoked for any violation of any provision of this Section, the City Code or any State or Federal law.

#### **M. Applicability to Existing Short-term Rentals.**

Short-term rentals already operating prior to the effective date of this Section shall fully comply with this Section, including the registration requirements, no later than six months following the effective date of this ordinance.

#### **N. Short-term Rentals (Lease-up) of Units in Newly Constructed Multi-family buildings.**

Notwithstanding Section 18.60.250.C.2.b, Short-term rentals are permitted in up to thirty-five percent (35%) of the units within a multi-family building for up to two years from the issuance of the first Temporary Certificate of Occupancy, subject to a Minor Use Permit. Short-term rentals permitted under this sub-section are considered hosted units, if a property manager is available within the multi-family building.

#### **O. Short-term Rentals not Meeting the Requirements of this Section.**

Short-term rentals not meeting the requirements of this section may be permitted through a Minor Use Permit, approved by the Director.

**Objection to Issuance of Minor Use Permit for the short-term rental of up to 121 units of the Lafayette at 2333 Calle del Mundo .**

I object to the issuance of this permit for the following reasons:

Issuance of permit will exacerbate the near-permanent parking condition on Calle del Mundo across from this development. This parking creates significant operational and safety burdens on nearby businesses and therefore is detrimental to the harmonious and orderly growth of the City, and endangers, jeopardizes, and creates a hazard to the public convenience, health, interest, and general welfare.

**Background:**

During the design and approval process of 2333 Calle del Mundo, and in a timely manner, the city was noticed that on-site parking for the 2333 Calle del Mundo development was insufficient and this would create a burden on nearby businesses. Prior to completion of the development, Calle del Mundo offered 4 lanes of travel, two eastbound and two westbound.

In January 2025, just after 2333 Calle del Mundo started accepting tenants, Calle del Mundo was restriped to three lanes of travel. One lane was eliminated and was converted to parking. This parking lane was not created on the 2333 Calle del Mundo side of the road but rather was imposed on the businesses across from 2333 Calle del Mundo (i.e. the south side). See Figure 1.

This has resulted in a near-permanent parking condition on businesses across from the 2333 Calle del Mundo development. Figure 2 shows a sign on the south side of Calle del Mundo which prohibits parking on the road from 12am to 5am. Figure 3 shows 100% saturation of illegal parking at 2:34am. Note that vehicles are blocking access to the fire hydrant and are even on Lafayette St.

Figure 4 shows that this condition does not change during the daytime.

**Summary:**

The net result of the near-permanent parking condition on the south side of Calle del Mundo has been:

1. Loss of ability to use Calle del Mundo for eastbound truck transport
2. Increases in crime in the area due to continuous vehicle break-ins
3. Increase in fire hazard due to blocking of access to fire hydrant
4. Increase in danger to pedestrians due to parking blocking sidewalks
5. Increase in burden to businesses as a result of the dumping of garbage by people parking their cars

Due to poor planning and an unrealistic illusion of the future of transportation, the city and the development at 2333 Calle del Mundo has created operational restrictions, hardships, and unsafe conditions in the neighborhood. The roads are to be shared, not to be ceded to those who poorly plan. Those who warned and predicted what would happen are now being made to carry the burden of the

city's mistakes. The issuance of a rental permit to the 2333 Calle del Mundo development will only exacerbate the untenable conditions along Calle del Mundo.

I therefore recommend that this permit not be issued until:

1. Calle del Mundo is returned to its re-January 2025 configuration of 2 lanes eastbound travel and 2 lanes westbound travel.
2. Aggressive parking enforcement is maintained on Calle del Mundo and Lafayette at all times of the day.
3. The 2333 Calle del Mundo development provides 100% of the parking needs of its tenants, not the minimum permitted by law.
4. Tenants at 2333 Calle del Mundo are instructed not to park on Calle del Mundo.

Ron Patrick  
5191 Lafayette St. (opposite development)  
Santa Clara, CA 95054

Figure 1: View Eastbound on Calle del Mundo from Lafayette. 2333 Calle del Mundo is on left.



Figure 2: Sign on South Side of Calle del Mundo



Figure 3: Illegal Parking on South Side of Calle del Mundo and Lafayette at 2:54 am



Figure 4: Parking on South Side of Calle del Mundo and Lafayette during daytime (ex. 9:41am)





**NO**

**PARKING**

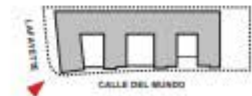
**12 am to 5 am**



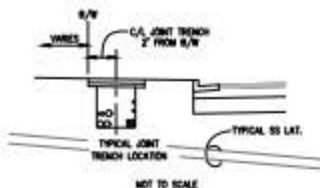


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# TYPICAL JOINT TRENCH SECTION

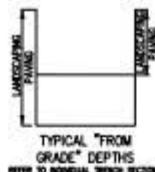


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# LEGEND



- ② 5" PRIMARY
- ③ 5" SECONDARY
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- ⑤ 2" GAS
- ⑥ 2" CABLE T.V.

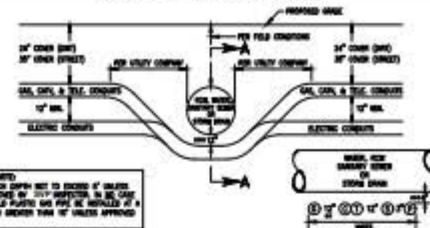
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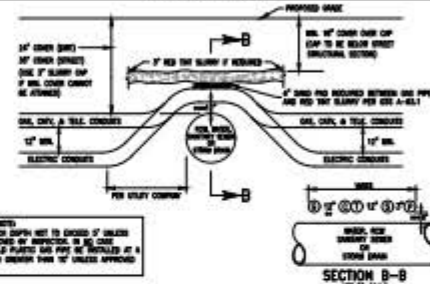
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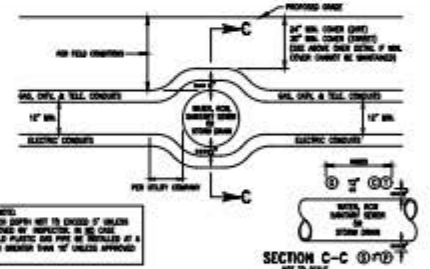
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# JOINT TRENCH UNDER WATER, RECYCLED WATER, SANITARY SEWER OR STORM DRAIN



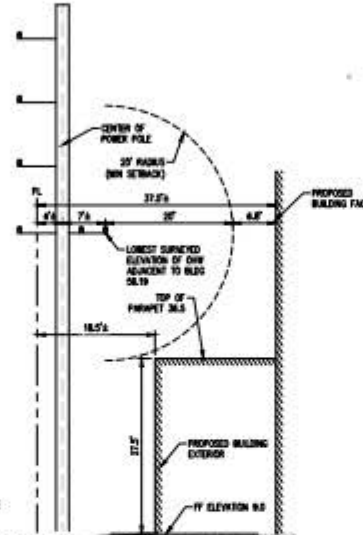
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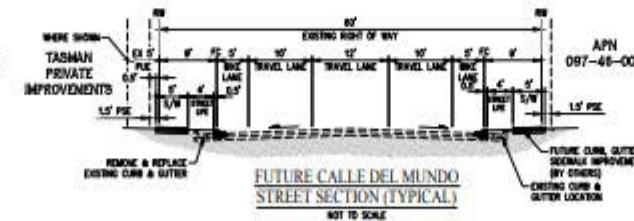
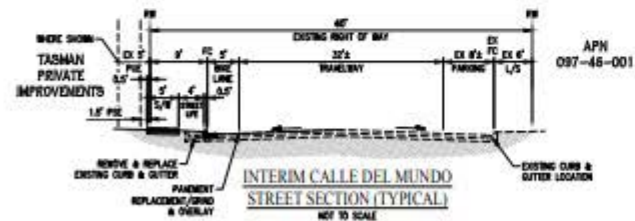
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PRELIMINARY PLANS  
NOT FOR CONSTRUCTION



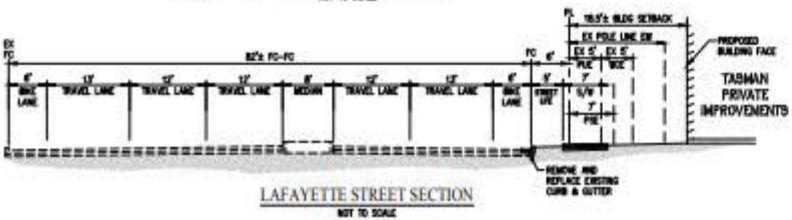
# EXISTING OVERHEAD WIRES

NOT TO SCALE



# LEGEND

- PROPOSED PROPERTY LINE
- EXISTING ADJACENT PROPERTY LINE
- EXISTING EASEMENT LINE
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408.261.1111 | www.giacalone.com

JOINT TRENCH INTENT  
SUMMERHILL  
CALLE DEL MUNDO/TASMAN  
2434 CALLE DEL MUNDO  
SANTA CLARA, CALIFORNIA

PROJECT MANAGER  
ANDREW MANABETZ  
DESIGN BY  
JST  
LEAD DRAFTER  
BAND  
JST  
JST  
DATE LAST MODIFIED  
8/15/18  
SHEET  
INT4

## CONDITIONS OF APPROVAL

**File No.:** PLN24-00645

**Project Address:** 2333 Calle del Mundo

**Project Description:** Minor Use Permit (MUP) to allow the short-term rental of up to 121 units of the Lafayette located at 2333 Calle del Mundo for a period of two years

### APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

#### GENERAL / PERFORMANCE

1. **Permit Expiration.** This Permit shall automatically be revoked and terminated if not used within two years of original grant or within the period of any authorized extension thereof. The date of granting this Permit is the date this Permit is approved by the Decision-making body and all appeal periods have been exhausted. The expiration date is **Monday, April 10, 2028**.
2. **Conformance with Operational Program.** Short-term rentals at the project site shall conform to the approved operational program on file with the Community Development Department, Planning Division. No change to the operational program or to the building shall be made without prior review by the Planning Division through approval of a Minor Amendment by the Director of Community Development or designee. Each change shall be identified and justified in writing.
3. **Payment of Transient Occupancy Tax (TOT).** The applicant is required to pay Transient Occupancy Tax on all short-term rentals per Chapter 3.25 of the Santa Clara City Code.
4. **Santa Clara Tourism Assessment District (SCTID).** As a part of the SCTID, the applicant is also required to pay a two percent (2%) assessment on short-term rentals.
5. **Short-term Rental Registration.** Register the apartment units with the City of Santa Clara within 30 days of the start date of the City's short-term rental registration system.
6. **Indemnify and Hold Harmless.** The owner or designee agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorneys' fees, injuries, costs, and liabilities arising from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of owner's project.
7. **Obtain Permits and Inspections.** If any changes are proposed, obtain required permits and inspections from the Building Official and comply with the conditions thereof.

**Objection to Issuance of Minor Use Permit for the short-term rental of up to 121 units of the Lafayette at 2333 Calle del Mundo .**

I object to the issuance of this permit for the following reasons:

Issuance of permit will exacerbate the near-permanent parking condition on Calle del Mundo across from this development. This parking creates significant operational and safety burdens on nearby businesses and therefore is detrimental to the harmonious and orderly growth of the City, and endangers, jeopardizes, and creates a hazard to the public convenience, health, interest, and general welfare.

**Background:**

During the design and approval process of 2333 Calle del Mundo, and in a timely manner, the city was noticed that on-site parking for the 2333 Calle del Mundo development was insufficient and this would create a burden on nearby businesses. Prior to completion of the development, Calle del Mundo offered 4 lanes of travel, two eastbound and two westbound.

In January 2025, just after 2333 Calle del Mundo started accepting tenants, Calle del Mundo was restriped to three lanes of travel. One lane was eliminated and was converted to parking. This parking lane was not created on the 2333 Calle del Mundo side of the road but rather was imposed on the businesses across from 2333 Calle del Mundo (i.e. the south side). See Figure 1.

This has resulted in a near-permanent parking condition on businesses across from the 2333 Calle del Mundo development. Figure 2 shows a sign on the south side of Calle del Mundo which prohibits parking on the road from 12am to 5am. Figure 3 shows 100% saturation of illegal parking at 2:34am. Note that vehicles are blocking access to the fire hydrant and are even on Lafayette St.

Figure 4 shows that this condition does not change during the daytime.

**Summary:**

The net result of the near-permanent parking condition on the south side of Calle del Mundo has been:

1. Loss of ability to use Calle del Mundo for eastbound truck transport
2. Increases in crime in the area due to continuous vehicle break-ins
3. Increase in fire hazard due to blocking of access to fire hydrant
4. Increase in danger to pedestrians due to parking blocking sidewalks
5. Increase in burden to businesses as a result of the dumping of garbage by people parking their cars

Due to poor planning and an unrealistic illusion of the future of transportation, the city and the development at 2333 Calle del Mundo has created operational restrictions, hardships, and unsafe conditions in the neighborhood. The roads are to be shared, not to be ceded to those who poorly plan. Those who warned and predicted what would happen are now being made to carry the burden of the

city's mistakes. The issuance of a rental permit to the 2333 Calle del Mundo development will only exacerbate the untenable conditions along Calle del Mundo.

I therefore recommend that this permit not be issued until:

1. Calle del Mundo is returned to its re-January 2025 configuration of 2 lanes eastbound travel and 2 lanes westbound travel.
2. Aggressive parking enforcement is maintained on Calle del Mundo and Lafayette at all times of the day.
3. The 2333 Calle del Mundo development provides 100% of the parking needs of its tenants, not the minimum permitted by law.
4. Tenants at 2333 Calle del Mundo are instructed not to park on Calle del Mundo.

Ron Patrick  
5191 Lafayette St. (opposite development)  
Santa Clara, CA 95054

Figure 1: View Eastbound on Calle del Mundo from Lafayette. 2333 Calle del Mundo is on left.



Figure 2: Sign on South Side of Calle del Mundo



Figure 3: Illegal Parking on South Side of Calle del Mundo and Lafayette at 2:54 am



Figure 4: Parking on South Side of Calle del Mundo and Lafayette during daytime (ex. 9:41am)





**NO**

**PARKING**

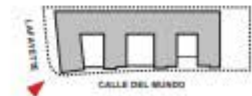
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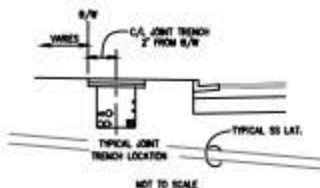


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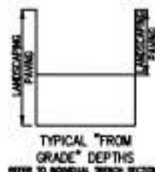


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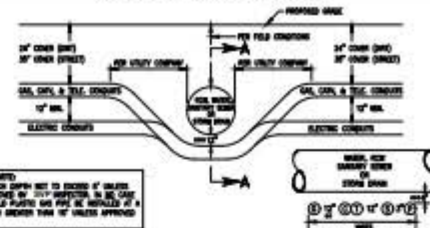
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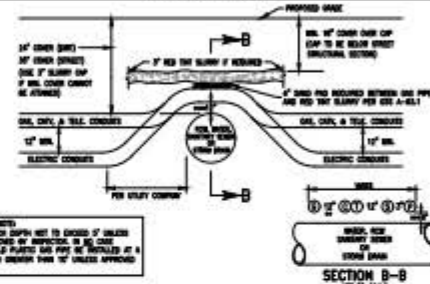
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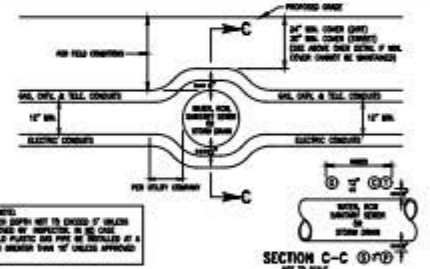
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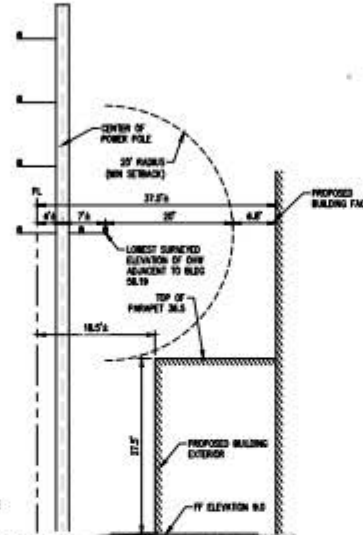
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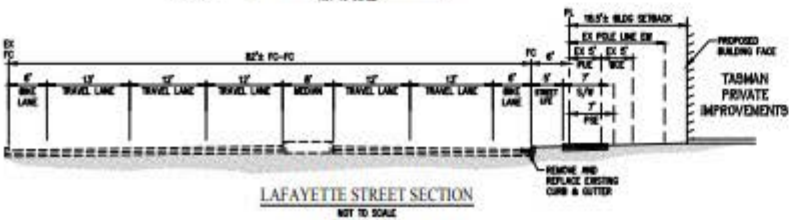
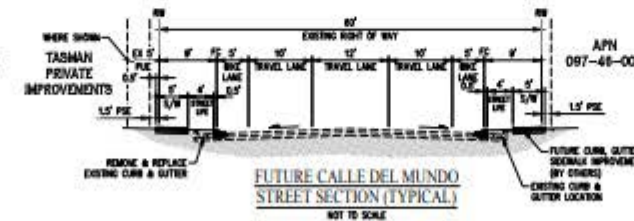
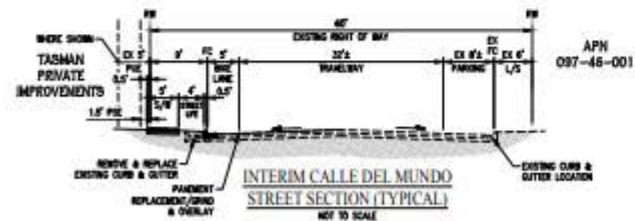
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NOT TO SCALE



# LAFAYETTE STREET SECTION

NOT TO SCALE

# LEGEND

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JOINT TRENCH INTENT  
SUMMERHILL  
CALLE DEL MUNDO/TASMAN  
2434 CALLE DEL MUNDO  
SANTA CLARA, CALIFORNIA

PROJECT MANAGER  
ANDREW MANABETZ  
DRAWING BY:  
JES  
LEAD DRAFTER:  
JES  
DATE LAST MODIFIED:  
11-18-2018  
SHEET  
INT4

**From:** [Planning Public Comment](#)  
**To:** [REDACTED] [Planning Public Comment](#); [Sheldon Ah Sing](#); [John Davidson](#)  
**Subject:** RE: Formal Complaint Regarding Unregulated Short-Term Rentals in Residential Building: 2333 Calle Del Mundo, The Lafayette  
**Date:** Monday, March 31, 2025 10:42:40 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

---

Good Morning,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

Your comments will be a part of the public record on this item which is scheduled to be heard at the April 9, 2025 Development Review Hearing.

Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II  
Community Development Department | Planning Division  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450 Direct : 408.615.2474

---

**From:** Tony Z [REDACTED]  
**Sent:** Saturday, March 29, 2025 10:36 PM  
**To:** Planning Public Comment <PlanningPublicComment@santaclaraca.gov>  
**Subject:** Formal Complaint Regarding Unregulated Short-Term Rentals in Residential Building: 2333 Calle Del Mundo, The Lafayette

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear Officer,

I am writing to formally raise a concern regarding the increasing use of residential apartments in our building for short-term tourist rentals, managed by [Agency Name, if known], without prior notice or consent from long-term tenants like myself.

The constant turnover of guests has led to increased noise, a lack of security, and a general sense of instability within the building. What was once a quiet, residential space now feels more like a transient hotel. These short-term stays disrupt the community, compromise our safety, and violate the intended residential purpose of the property.

I urge your office to investigate this matter and take appropriate action to regulate short-term rentals in residential buildings. Tenants deserve transparency, stability, and a safe living environment.

Thank you for your attention to this issue.

Sincerely,

Tony

**From:** [Planning Public Comment](#)  
**To:** [REDACTED] [Planning Public Comment](#); [Sheldon Ah Sing](#)  
**Cc:** [JDavidson@santaclara.com](mailto:JDavidson@santaclara.com)  
**Subject:** RE: Strong Opposition to Placemakr Minor Use Permit (PLN24-00645) – Resident Concerns  
**Date:** Monday, March 31, 2025 10:43:31 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Good Morning,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

Your comments will be a part of the public record on this item, which is scheduled to be heard at the April 9, 2025 Development Review Hearing.

Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II  
Community Development Department | Planning Division  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450 Direct : 408.615.2474

---

**From:** Dan Son [REDACTED]  
**Sent:** Saturday, March 29, 2025 10:52 PM  
**To:** Planning Public Comment <[PlanningPublicComment@santaclaraca.gov](mailto:PlanningPublicComment@santaclaraca.gov)>  
**Cc:** [JDavidson@santaclara.com](mailto:JDavidson@santaclara.com)  
**Subject:** Strong Opposition to Placemakr Minor Use Permit (PLN24-00645) – Resident Concerns

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear Mr. Davidson and Santa Clara Planning Division,

I am a current resident of *The Lafayette* at 2333 Calle Del Mundo, and I am writing to express my **strong opposition** to the proposed Minor Use Permit (PLN24-00645) that would allow up to **121 units** in our building to be used as short-term rentals by Placemakr.

This proposal has moved forward with **no transparency or communication** to existing tenants—many of whom, like myself, signed leases under the assumption that we were moving into a stable, residential apartment community governed by the Transit Neighborhood (TN) zoning and the Tasman East Focus Area Plan. We were not informed that a significant amount of the building could be converted into transient, hotel-like units.

Allowing a corporate short-term rental operator like Placemakr to take over such a large portion of the building **directly undermines the safety, privacy, and quality of life** for long-term tenants. Specifically:

- We were not given advance notice or any opportunity to provide input before the public hearing notice.
- The use of 121 units for transient guests increases risks around **building security, noise, and cleanliness**, and creates a revolving door of strangers in shared amenities and hallways.
- This shift dramatically alters the character of the community, replacing neighbor relationships with unpredictable, short-term guests who are not accountable to the same lease obligations.
- The lease I signed explicitly prohibits tenant subletting or assignment (Section 31), reinforcing that this is intended to be a residential—not commercial—space.

This situation raises real concerns that the building ownership is sidestepping city zoning intentions and tenant protections in pursuit of higher profits, at the direct expense of the residents who live here full time.

I respectfully strongly urge the Planning Division to **deny this permit** or, at minimum, require substantial revisions that:

- **Significantly cap the number of short-term rental units** to below 3% of total units.
- **Mandate The Lafayette to provide full transparency** and a formal communication process to existing tenants.
- Ensure operators like Placemakr follow all relevant rules around taxation, fire safety, and hotel licensing.

Please confirm that this comment will be included in the Development Review Officer's packet for the April 9 hearing.

Sincerely,

**Yuxuan Song**

Unit 506, The Lafayette

2333 Calle Del Mundo, Santa Clara, CA 95054

Email: [REDACTED]

Phone: [REDACTED]

**From:** [Planning Public Comment](#)  
**To:** [REDACTED] [Planning Public Comment](#); [Sheldon Ah Sing](#)  
**Cc:** [John Davidson](#)  
**Subject:** RE: Objection to Placemakr's Short-Term Rental Permit at 2333 Calle del Mundo  
**Date:** Monday, March 31, 2025 10:44:15 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)

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Good Morning,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

Your comments will be a part of the public record on this item, which is scheduled to be heard at the April 9, 2025 Development Review Hearing.

Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II  
Community Development Department | Planning Division  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450 Direct : 408.615.2474

---

**From:** Keng-Ming Chang [REDACTED]  
**Sent:** Saturday, March 29, 2025 10:53 PM  
**To:** Planning Public Comment <PlanningPublicComment@santaclaraca.gov>  
**Cc:** John Davidson <JDavidson@SantaClaraCA.gov>  
**Subject:** Objection to Placemakr's Short-Term Rental Permit at 2333 Calle del Mundo

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

Dear Santa Clara Planning Division,

I am a resident of 2333 Calle del Mundo, and I am writing to formally express my strong opposition to the Minor Use Permit request (File: **PLN24-00645**) submitted by Placemakr for short-term rentals at our residential complex.

This issue will be discussed at the Development Review Hearing on Wednesday, April 9, 2025, at 4:00 p.m., held in person at the Santa Clara City Hall Council Chambers (1500 Warburton Avenue, Santa Clara) and virtually via Zoom.

I strongly urge the City of Santa Clara to reject Placemakr's request for the following reasons:

1. **Security Risks** - Frequent turnover of short-term guests increases the likelihood of unauthorized access, theft, and safety concerns for long-term residents. Unlike long-term tenants who undergo background and credit checks, short-term guests are not subject to any screening. Furthermore, many will be unfamiliar with the building's security protocols, making it easier for unauthorized individuals to gain entry unnoticed.
2. **Privacy Violations** - Short-term renters will have access to shared spaces, including the mailroom, raising concerns about mail theft and package security. The building relies on Latch, a digital access system, for entry to apartments, elevators, and mail areas. If temporary guests are granted access, it is unclear what measures will be in place to prevent misuse or unauthorized key sharing.
3. **Community Disruption** - Short-term guests, who have no long-term accountability, may contribute to increased noise, disruption, and potential property damage. Residents chose this apartment for its stable, residential nature, and the introduction of hotel-style rentals would fundamentally alter the community's character.

For these reasons, I strongly oppose Placemakr's application for short-term rentals at 2333 Calle del Mundo.

Best,

Keng-Ming Chang

**From:** [Planning Public Comment](#)  
**To:** [REDACTED] [Planning Public Comment](#); [John Davidson](#); [Sheldon Ah Sing](#)  
**Subject:** RE: Inquiry Regarding Placemakr Short-Term Rental Permit (PLN24-00645)  
**Date:** Monday, March 31, 2025 10:44:52 AM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

Good Morning,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

Your comments will be a part of the public record on this item, which is scheduled to be heard at the April 9, 2025 Development Review Hearing.

Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II  
Community Development Department | Planning Division  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450 Direct : 408.615.2474

---

**From:** Bessie Shi [REDACTED]  
**Sent:** Monday, March 31, 2025 1:53 AM  
**To:** Planning Public Comment <PlanningPublicComment@santaclaraca.gov>; John Davidson <JDavidson@SantaClaraCA.gov>  
**Subject:** Inquiry Regarding Placemakr Short-Term Rental Permit (PLN24-00645)

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

Dear Santa Clara City Planning Division,

I recently submitted an application to lease an apartment at The Lafayette Apartments (2333 Calle Del Mundo) and was surprised to learn that Placemakr has applied for a Minor Use Permit (PLN24-00645) to operate short-term rentals in up to 121 units (over 1/3) within the building. Before finalizing my lease, I would like clarification on the legality of this operation and its potential impact on long-term residents.

Additionally, I have noticed that Placemakr is already listing units in this building on platforms such as Booking.com, Airbnb, and other short-term rental websites, despite the permit still being under review. This raises concerns about whether they are operating legally

before obtaining city approval.

Specifically, I would appreciate information on the following:

1. Zoning Compliance – What is the zoning designation for The Lafayette Apartments, and does it allow for short-term rentals at this scale?
2. Short-Term Rental Cap – Santa Clara’s STR regulations reportedly limit short-term rentals to 5% of residential properties within a zoning district. Would Placemakr’s request to operate 121 STR units comply with city regulations?
3. Legality of Current Operations – Is Placemakr legally allowed to operate short-term rentals in this building before the permit is approved? If not, what enforcement actions are available?
4. Transparency for Prospective Tenants – Given that I was not informed about this STR arrangement when applying, are there tenant protection policies requiring landlords to disclose such changes in building use?

I would appreciate any clarification or guidance you can provide. Additionally, if there are ways for prospective tenants to formally express concerns about this permit, please let me know.

Thank you for your time and assistance. I look forward to your response.

Best regards,

Yiming

---

**From:** Elizabeth Elliott

**Sent:** Monday, March 31, 2025 12:01 PM

**To:** Oliver Z [REDACTED] Planning Public Comment

<[PlanningPublicComment@santaclaraca.gov](mailto:PlanningPublicComment@santaclaraca.gov)>; Sheldon Ah Sing <[sahsing@Santaclaraca.gov](mailto:sahsing@Santaclaraca.gov)>

**Cc:** John Davidson <[JDavidson@SantaClaraCA.gov](mailto:JDavidson@SantaClaraCA.gov)>

**Subject:** RE: Opposition to Minor Use Permit at 2333 Calle del Mundo (PLN24-00645)

Good Afternoon,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

Your comments will be a part of the public record on this item, which is scheduled to be heard at the April 9, 2025 Development Review Hearing.

Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II

Community Development Department | Planning Division  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450 Direct : 408.615.2474

---

**From:** Oliver Z [REDACTED]  
**Sent:** Saturday, March 29, 2025 11:04 PM  
**To:** Planning Public Comment <[PlanningPublicComment@santaclaraca.gov](mailto:PlanningPublicComment@santaclaraca.gov)>  
**Cc:** John Davidson <[JDavidson@SantaClaraCA.gov](mailto:JDavidson@SantaClaraCA.gov)>  
**Subject:** Opposition to Minor Use Permit at 2333 Calle del Mundo (PLN24-00645)

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

Dear Planning Division,

I am writing to express my opposition to the proposed Minor Use Permit (PLN24-00645) for 2333 Calle del Mundo, which would allow short-term rental of up to 121 units for a period of two years.

As a local resident, I have serious concerns about the potential negative impacts this proposal could have on our neighborhood. Our apartment complex is a gated community with strict access control through RFID systems, and introducing unscreened short-term renters raises several safety and quality-of-life issues:

1. Security risks: Short-term tenants will have access to all floors, the garage, and potentially even the package room. With packages placed on an unsecured rack, this could lead to significant financial losses from theft.
2. Parking problems: Although residents have assigned parking, I've already experienced unauthorized vehicles taking my spot. Increased short-term occupancy would worsen this issue.
3. Noise disturbance: Placemaker's cleanup operations often generate loud noise, sometimes early in the morning. This disrupts residents' daily lives and peace.
4. Safety history: Santa Clara apartments have already experienced incidents of mailroom and garage break-ins. Allowing a large influx of short-term visitors will further compromise our community's safety.
5. Scale of impact: 121 units is a huge portion of the total units in this building. Turning such a large number of apartments into short-term rentals fundamentally changes the character and intended use of the property, making it feel more like a hotel than a residential community.

I respectfully urge the Planning Division and the Development Review Officer to deny this

application and prioritize long-term housing stability and neighborhood integrity.

Thank you for considering my input.

Best,

Oliver Zhang

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**From:** Elizabeth Elliott

**Sent:** Wednesday, April 2, 2025 9:17 AM

**To:** 李 怡瀟 [REDACTED] Planning Public Comment

<[PlanningPublicComment@santaclaraca.gov](mailto:PlanningPublicComment@santaclaraca.gov)>; Sheldon Ah Sing <[sahsing@Santaclaraca.gov](mailto:sahsing@Santaclaraca.gov)>; John Davidson <[JDavidson@SantaClaraCA.gov](mailto:JDavidson@SantaClaraCA.gov)>

**Subject:** RE: Formal Opposition to PLN24-00645 – Placemakr Minor Use Permit

Good Morning,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

Your comments will be a part of the public record on this item, which is scheduled to be heard at the April 9, 2025 Development Review Hearing.

Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II

Community Development Department | Planning Division

1500 Warburton Avenue | Santa Clara, CA 95050

O : 408.615.2450 Direct : 408.615.2474

---

**From:** 李 怡瀟 [REDACTED]

**Sent:** Tuesday, April 1, 2025 9:54 PM

**To:** Planning Public Comment <[PlanningPublicComment@santaclaraca.gov](mailto:PlanningPublicComment@santaclaraca.gov)>

**Subject:** Formal Opposition to PLN24-00645 – Placemakr Minor Use Permit

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear Planning Division,

I am writing to formally oppose the approval of PLN24-00645 for the proposed Placemakr short-term rental operation at 2333 Calle del Mundo.

This building was leased to residents as a long-term residential community. At no point during my lease process was the introduction of short-term rentals disclosed. Converting over 120 units into transient lodging fundamentally alters the nature of the community and undermines the expectations of residents who chose to live here under residential terms.

In particular, I am concerned about the following:

1. **Unregulated Guest Access:** Short-term guests lack background checks or oversight, which raises safety concerns for permanent residents.
2. **Parking Conflicts:** With no designated separation between guest and resident parking, short-term visitors frequently occupy limited parking spaces, leading to congestion and illegal parking.
3. **Noise & Disturbance:** Events at nearby Levi's Stadium are likely to draw short-term bookings, resulting in disruptive noise and foot traffic.
4. **Package and Property Security Risks:** The absence of guest access controls increases the risk of package theft and property misuse.
5. **Operational Intrusion:** Frequent cleaning services and hotel-like operations diminish residential peace and privacy.

This proposal is incompatible with the intended residential use of the property and poses direct impacts on the safety, comfort, and well-being of

existing tenants. I urge the City to deny this Minor Use Permit in order to preserve the integrity of our community.

Thank you for your attention.

Sincerely,  
Joshua Li

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**From:** [Planning Public Comment](#)  
**To:** [REDACTED] [Planning Public Comment](#); [Sheldon Ah Sing](#); [John Davidson](#)  
**Subject:** RE: Opposition to Placemakr Minor Use Permit (PLN24-00645) - Safety Concerns and Lack of Disclosure  
**Date:** Wednesday, April 2, 2025 9:03:55 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

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Good Morning,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

Your comments will be a part of the public record on this item, which is scheduled to be heard at the April 9, 2025 Development Review Hearing.

Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II  
Community Development Department | Planning Division  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450 Direct : 408.615.2474

---

**From:** Josie Z [REDACTED]  
**Sent:** Tuesday, April 1, 2025 12:36 PM  
**To:** Planning Public Comment <[PlanningPublicComment@santaclaraca.gov](mailto:PlanningPublicComment@santaclaraca.gov)>  
**Subject:** Opposition to Placemakr Minor Use Permit (PLN24-00645) - Safety Concerns and Lack of Disclosure

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear Development Review Officer,

I am writing to express my opposition to the proposed Placemakr Minor Use Permit (PLN24-00645) for the short-term rental of up to 121 units at 2333 Calle del Mundo. While I understand the potential benefits of short-term rentals, I have significant concerns regarding the safety of residents and the lack of proper disclosure during the leasing process.

1. Safety Concerns:

The short-term rental of these units could compromise the safety and security of current long-term residents. Having a high turnover of guests who may not be familiar with the building or community could create risks related to security, emergency evacuations,

and overall safety. Additionally, the transient nature of short-term rentals may disrupt the sense of stability and community that long-term residents rely on.

## 2. Lack of Disclosure During Leasing:

When I leased my apartment, the leasing office did not inform me that there was a project in the works for short-term rentals at this property. This lack of transparency is concerning as it affects my expectations of the living environment and raises questions about the integrity of the leasing process. Residents should have been fully informed of any such potential changes, especially those that might impact our daily lives and safety.

## 3. Noise Concerns:

The existing wood-frame construction at 2333 Calle del Mundo already results in significant noise transmission between units, with residents clearly hearing footsteps, voices, and kitchen activities from neighbors. There is considerable concern that introducing 121 hotel-style units will substantially increase the ambient noise level, negatively impacting the quality of life for current tenants.

## 4. Health Concerns:

If you look up Placemakr Santa Clara on airbnb it will tell you it's not a smoke free room. Given the established health risks associated with second-hand smoke, residents of 2333 Calle del Mundo are very apprehensive about its potential introduction into the community environment (I'm in a size of 50 residents group chat, and all of us worry about this).

For these reasons, I urge the Development Review Officer to reconsider approving this project. I believe further discussions and considerations are necessary to ensure that the well-being and safety of long-term residents are not compromised.

Thank you so much for your attention to this important matter.

Sincerely,

Jiejun Zhang

2333 calle del mundo, santa clara, 95054



**From:** [Planning Public Comment](#)  
**To:** [REDACTED] [Planning Public Comment](#); [Sheldon Ah Sing](#)  
**Cc:** [John Davidson](#)  
**Subject:** RE: Opposition to Placemakr Minor Use Permit (PLN24-00645)  
**Date:** Wednesday, April 2, 2025 9:04:22 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

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Good Afternoon,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

Your comments will be a part of the public record on this item, which is scheduled to be heard at the April 9, 2025 Development Review Hearing.

Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II  
Community Development Department | Planning Division  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450 Direct : 408.615.2474

---

**From:** Wenrui Yu [REDACTED]  
**Sent:** Tuesday, April 1, 2025 4:44 PM  
**To:** Planning Public Comment <PlanningPublicComment@santaclaraca.gov>  
**Cc:** John Davidson <JDavidson@SantaClaraCA.gov>  
**Subject:** Opposition to Placemakr Minor Use Permit (PLN24-00645)

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

Dear Planning Division,

I am writing to strongly oppose the proposed **Placemakr Minor Use Permit (PLN24-00645)** for 2333 Calle del Mundo. As a long-term lease resident in the building, I was never informed by the leasing office that short-term rentals would be allowed, nor was this project disclosed when I signed my lease. This lack of transparency is deeply concerning, and I believe it is unfair to residents who committed to a long-term stay under the assumption that this was a **residential community, not a hotel.**

In addition to this issue, I have the following concerns about the project:

- 1. Operation as a Hotel & Safety Concerns**

Placemakr operates as a hotel, with listings on multiple hotel booking websites. Unlike

long-term tenants, short-term guests undergo **no background checks or screening**, posing a safety risk to residents.

2. **Parking Shortages**

The building already has **insufficient parking**, and adding short-term guests will further exacerbate the problem, making it even harder for residents to find parking.

3. **Noise and Overcrowding During Levi's Stadium Events**

Due to our proximity to Levi's Stadium, visitors attending events will likely book stays at Placemakr, leading to **overcrowding, excessive noise, and disturbances** for long-term residents.

4. **Package Theft Risk**

There are **no security measures in place** to prevent short-term guests from stealing resident packages, increasing the risk of lost or stolen deliveries.

5. **Disruptive Cleaning Services**

The frequent **noise from room cleaning services** is highly disruptive and can be heard in neighboring units, significantly affecting residents' quality of life.

For these reasons, I strongly urge the City to **deny the Minor Use Permit** and protect the rights of long-term residents who signed leases under the expectation of a stable, residential living environment.

Thank you for your time and consideration.

Sincerely,

Wenrui Yu

2333 Calle Del Mundo, Apt 205, Santa Clara, CA 95054

[REDACTED]

**From:** [Planning Public Comment](#)  
**To:** [REDACTED] [Planning Public Comment](#); [John Davidson](#); [Sheldon Ah Sing](#)  
**Cc:** [REDACTED]  
**Subject:** RE: Opposition to Placemakr Minor Use Permit (PLN24-00645)  
**Date:** Wednesday, April 2, 2025 9:04:58 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

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Good Morning,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

Your comments will be a part of the public record on this item, which is scheduled to be heard at the April 9, 2025 Development Review Hearing.

Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II  
Community Development Department | Planning Division  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450 Direct : 408.615.2474

---

**From:** Shan Shan Lee [REDACTED]  
**Sent:** Tuesday, April 1, 2025 9:06 PM  
**To:** Planning Public Comment <PlanningPublicComment@santaclaraca.gov>; John Davidson <JDavidson@SantaClaraCA.gov>  
**Cc:** Ong Kwan Qing [REDACTED] Jia Ee [REDACTED]  
**Subject:** Opposition to Placemakr Minor Use Permit (PLN24-00645)

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

Dear Planning Division,

I am writing to strongly oppose the proposed Placemakr Minor Use Permit (PLN24-00645) for 2333 Calle del Mundo. As a long-term lease resident in the building, I was never informed by the leasing office that short-term rentals would be allowed, nor was this project disclosed when I signed my lease. This lack of transparency is deeply concerning, and I believe it is unfair to residents who committed to a long-term stay under the assumption that this was a residential community, not a hotel.

In addition to this issue, I have the following concerns about the project:

### 1. Operation as a Hotel & Safety Concerns

Placemakr operates as a hotel, with listings on multiple hotel booking websites. Unlike long-term tenants, short-term guests undergo no background checks or screening, posing a safety risk to residents.

### 2. Parking Shortages

The building already has insufficient parking, and adding short-term guests will further exacerbate the problem, making it even harder for residents to find parking.

### 3. Noise and Overcrowding During Levi's Stadium Events

Due to our proximity to Levi's Stadium, visitors attending events will likely book stays at Placemakr, leading to overcrowding, excessive noise, and disturbances for long-term residents.

### 4. Package Theft Risk

There are no security measures in place to prevent short-term guests from stealing resident packages, increasing the risk of lost or stolen deliveries.

### 5. Disruptive Cleaning Services

The frequent noise from room cleaning services is highly disruptive and can be heard in neighboring units, significantly affecting residents' quality of life.

For these reasons, I strongly urge the City to deny the Minor Use Permit and protect the rights of long-term residents who signed leases under the expectation of a stable, residential living environment.

Thank you for your time and consideration.

Sincerely,

Shan Shan Lee

[REDACTED]  
[REDACTED]

**From:** [Planning Public Comment](#)  
**To:** [REDACTED] [Planning Public Comment](#); [John Davidson](#); [Sheldon Ah Sing](#)  
**Subject:** RE: Opposition to Placemakr Minor Use Permit (PLN24-00645)  
**Date:** Wednesday, April 2, 2025 9:05:20 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

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Good Morning,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

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Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II  
Community Development Department | Planning Division  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450 Direct : 408.615.2474

---

**From:** Ong Kwan Qing [REDACTED]  
**Sent:** Tuesday, April 1, 2025 9:19 PM  
**To:** Planning Public Comment <PlanningPublicComment@santaclaraca.gov>; John Davidson <JDavidson@SantaClaraCA.gov>  
**Subject:** Opposition to Placemakr Minor Use Permit (PLN24-00645)

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

Dear Planning Division,

I am writing to strongly oppose the proposed Placemakr Minor Use Permit (PLN24-00645) for 2333 Calle del Mundo. As a long-term lease resident in the building, I was never informed by the leasing office that short-term rentals would be allowed, nor was this project disclosed when I signed my lease. This lack of transparency is deeply concerning, and I believe it is unfair to residents who committed to a long-term stay under the assumption that this was a residential community, not a hotel.

In addition to this issue, I have the following concerns about the project:

### 1. Operation as a Hotel & Safety Concerns

Placemakr operates as a hotel, with listings on multiple hotel booking websites. Unlike long-term tenants, short-term guests undergo no background checks or screening, posing a safety risk to residents.

### 2. Parking Shortages

The building already has insufficient parking, and adding short-term guests will further exacerbate the problem, making it even harder for residents to find parking.

### 3. Noise and Overcrowding During Levi's Stadium Events

Due to our proximity to Levi's Stadium, visitors attending events will likely book stays at Placemakr, leading to overcrowding, excessive noise, and disturbances for long-term residents.

### 4. Package Theft Risk

No security measures are in place to prevent short-term guests from stealing resident packages, increasing the risk of lost or stolen deliveries.

### 5. Disruptive Cleaning Services

The frequent noise from room-cleaning services is highly disruptive and can be heard in neighboring units, significantly affecting residents' quality of life.

For these reasons, I strongly urge the City to deny the Minor Use Permit and protect the rights of long-term residents who signed leases under the expectation of a stable, residential living environment.

Thank you for your time and consideration.

Sincerely,

Jeffrey Ong

[REDACTED]  
[REDACTED]

**From:** [Planning Public Comment](#)  
**To:** [REDACTED] [Planning Public Comment](#); [Sheldon Ah Sing](#)  
**Cc:** [John Davidson](#)  
**Subject:** RE: Opposition to Placemakr Minor Use Permit (PLN24-00645)  
**Date:** Wednesday, April 2, 2025 9:05:46 AM  
**Attachments:** [image001.png](#)  
[image003.png](#)

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Good Afternoon,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

Your comments will be a part of the public record on this item, which is scheduled to be heard at the April 9, 2025 Development Review Hearing.

Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II  
Community Development Department | Planning Division  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450 Direct : 408.615.2474

---

**From:** Mengqing Chen [REDACTED]  
**Sent:** Tuesday, April 1, 2025 9:52 PM  
**To:** Planning Public Comment <PlanningPublicComment@santaclaraca.gov>  
**Cc:** John Davidson <JDavidson@SantaClaraCA.gov>  
**Subject:** Opposition to Placemakr Minor Use Permit (PLN24-00645)

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

Dear Planning Division,

I am writing to express my strong opposition to the proposed **Placemakr Minor Use Permit (PLN24-00645)** for 2333 Calle del Mundo.

As a long-term resident, I was never informed that short-term rentals would be introduced in the building. This lack of transparency is troubling and contradicts the expectation of a stable, residential community — not a commercial lodging operation.

My concerns include:

1. **Safety and Security:** Short-term guests are not subject to background checks,

posing risks to permanent residents.

2. **Parking Limitations and Misuse:** The building already suffers from limited parking. There is no clear separation between guest and resident parking, resulting in frequent misuse of spaces and unauthorized parking.
3. **Event-Driven Disruptions:** Proximity to Levi's Stadium increases the likelihood of noise, crowding, and disturbances during events.
4. **Package Theft:** Unrestricted guest access raises concerns about package security and loss.
5. **Operational Noise:** Daily hotel-style cleaning services generate significant noise that disrupts neighboring units.

Given these impacts on resident safety, quality of life, and parking access, I respectfully urge the City to **deny this permit**.

Thank you for your consideration.

Sincerely,

Mengqing Chen

---

**From:** Planning Public Comment

**Sent:** Wednesday, April 2, 2025 12:01 PM

**To:** Sina Torfi [REDACTED] Sheldon Ah Sing <[sahsing@Santaclaraca.gov](mailto:sahsing@Santaclaraca.gov)>; John Davidson <[JDavidson@SantaClaraCA.gov](mailto:JDavidson@SantaClaraCA.gov)>

**Subject:** FW: Public Comment – Placemakr Minor Use Permit (PLN24-00645) at 2333 Calle del Mundo

Good Morning,

Your email has been received in the Planning Division and by way of my reply I am including the appropriate staff for their information.

Your comments will be a part of the public record on this item, which is scheduled to be heard at the April 9, 2025 Development Review Hearing.

Thank you for taking the time to provide your input.

Regards,

**ELIZABETH ELLIOTT** | Staff Aide II  
Community Development Department | Planning Division  
1500 Warburton Avenue | Santa Clara, CA 95050  
O : 408.615.2450 Direct : 408.615.2474

---

**From:** Sina Torfi [REDACTED]  
**Sent:** Wednesday, April 2, 2025 9:46 AM  
**To:** Planning Public Comment <[PlanningPublicComment@santaclaraca.gov](mailto:PlanningPublicComment@santaclaraca.gov)>  
**Cc:** John Davidson <[JDavidson@SantaClaraCA.gov](mailto:JDavidson@SantaClaraCA.gov)>  
**Subject:** Public Comment – Placemakr Minor Use Permit (PLN24-00645) at 2333 Calle del Mundo

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

Dear City of Santa Clara Planning Division and Mr. Davidson,

I am writing as a signed leaseholder at The Lafayette (2333 Calle del Mundo), to submit a formal public comment regarding the Placemakr Minor Use Permit application (PLN24-00645), which proposes the short-term rental of up to 121 residential units within the complex.

I want to express my strong **opposition** and concern regarding this permit based on my personal experience, legal concerns, and the broader implications this approval could set for tenants and the Santa Clara community.

---

## Misrepresentation & Deceptive Leasing Practices

I signed my lease under the clear assumption that The Lafayette was a long-term residential property. At no point during the application, touring, or lease signing was I informed that over 100 units in the building are already being used as **short-term rentals** via Placemakr — many of which are **publicly listed on Booking.com** and similar platforms. This was a **material omission**, and I consider this to be a **deceptive leasing practice**.

The lease contains **no clause disclosing hybrid hotel operations** or mixed-use short-term occupancy. Management has made no effort to notify leaseholders about this fundamental change to the nature of the property.

---

## Evidence of Unpermitted Activity

According to your official notice, Placemakr is still **awaiting approval** for this use permit.

Yet dozens of listings are live on Booking.com, with availability calendar tools and daily pricing structures — clearly marketed for short stays to the general public.

This strongly suggests that **short-term rental operations have already begun, without legal approval**. If so, this is in violation of Santa Clara’s land use procedures and undermines public trust in the permitting process.

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## False Public Narrative from Property Management

In multiple responses to public complaints on Google Reviews, The Lafayette’s management claims the Placemakr partnership is:

- “Only for extended corporate stays”
- “Limited to reputable companies like Google and Nvidia”
- “Designed as a benefit to the residents”

These statements are **demonstrably misleading**. The property is listed on **Booking.com for the general public**, and there is no evidence that only select corporate guests are using these units.

This public narrative appears designed to mislead both current residents and reviewers, while avoiding accountability for the true nature of the arrangement.

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## Legal and Tenant Rights Concerns

As a leaseholder, I consider this a form of **fraudulent inducement** under California Civil Code. I have a legal right to rescind a contract entered into under false pretenses or material omissions. The lease also includes a **30-Day Satisfaction Guarantee**, which I am prepared to invoke, but would prefer not to if the situation can be addressed responsibly.

Furthermore, should this permit be approved without public transparency or retroactive consequences for operating illegally beforehand, it sets a troubling precedent. Other developers could operate first, apply later, and bypass all reasonable community input.

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## Request for the Record

I respectfully ask that:

1. **This comment be included in the public record** for the April 9 Development Review Hearing.
2. The Planning Division **investigate the active short-term rentals** currently operating without permit approval.
3. The City of Santa Clara **require full disclosure** and written tenant

acknowledgment before allowing similar permits in multi-family properties.

4. The **project be rejected or give the current residents to break the lease without penalty.**

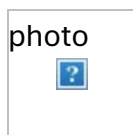
The integrity of long-term housing in Santa Clara — especially for those of us relocating from out of state and signing sight-unseen leases — depends on enforcement of transparency and zoning laws.

Thank you for your time and commitment to ensuring an accountable development process. I am happy to submit screenshots, documents, or other evidence upon request.

Sincerely,  
Amirsina Torfi  
[Current Leaseholder, The Lafayette]

[REDACTED]

--



Sina Torfi



CONFIDENTIALITY NOTICE -- This email is intended only for the person(s) named in the message header. Unless otherwise indicated, it contains information that is confidential, privileged and/or exempt from disclosure under applicable law. If you have received this message in error, please notify the sender of the error and delete the message. Thank you.



**City of  
Santa Clara**  
The Center of What's Possible

## DEVELOPMENT REVIEW HEARING

# NOTICE

## OF PUBLIC MEETING

The City of Santa Clara is conducting the Development Review Hearing in a hybrid manner (in-person and continues to have methods for the public to participate remotely). Meeting details and all supporting materials will be available on the Development Review Hearing Agenda when posted (72 hours before the meeting), available on the City's meeting calendar: <https://santaclaralegistar.com/Calendar.aspx>. To receive email updates when meeting agendas are posted please subscribe to the City's notification system at: <https://santaclaraca.gov/eNews> and choose your topic preferences. Public comments can be made by emailing the Planning Division ([PlanningPublicComment@SantaClaraCA.gov](mailto:PlanningPublicComment@SantaClaraCA.gov)) no later than noon on the meeting date. Clearly indicate the project address, meeting body, and meeting date in the email. For questions on this hearing notification, contact the project planner, information below, no later than noon on the meeting date.

You are hereby notified that on **Wednesday, April 09, 2025** at the hour of **4:00 p.m. In Person** in the City Hall Council Chambers, 1500 Warburton Avenue, Santa Clara, and **Virtually** via Zoom, the **Development Review Officer** will consider the following item:

Project Title:	<b>Placemakr Minor Use Permit</b>
File:	<b>PLN24-00645</b>
Location:	<b>2333 Calle del Mundo</b> , a 3.6-acre site located at the northeast corner of Calle del Mundo and Lafayette Street; APN: 097-05-110; zoned Transit Neighborhood (TN).
Applicant:	Placemakr
Owner:	Summerhill Apartment Communities
Subject:	<b>Minor Use Permit</b> to allow the short-term rental of up to 121 units of the Lafayette, located at 2333 Calle del Mundo, for a period of two years.
CEQA Determination:	Exempt, CEQA Guidelines Section 15301 (Existing Facilities)
Mailing Radius:	300 feet
Project Planner:	John Davidson, Principal Planner ( <a href="mailto:JDavidson@santaclaraca.gov">JDavidson@santaclaraca.gov</a> )

At the above time and place, you may be heard in this matter if you so desire. If you challenge these land use decisions in court, you may be limited to raising only those issues you or someone else raised at this public hearing or in written correspondence delivered to the City at or prior to the public hearing. Should you have any questions, please call the Planning Division office at (408) 615-2450. Written comments on this item are encouraged to be submitted to the Planning Division, City Hall, 1500 Warburton Avenue, Santa Clara 95050, by Wednesday morning of the week prior to the meeting so they can be included in the Development Review Officer's packet.

### AMERICANS WITH DISABILITIES ACT (ADA)

In accordance with the Americans with Disabilities Act of 1990, the City of Santa Clara will ensure that all existing facilities will be made accessible to the maximum extent feasible. Reasonable modifications in policies, procedures and/or practices will be made as necessary to ensure full and equal access and enjoyment of all programs and activities for all individuals with a disability. Individuals with severe allergies, environmental illness, multiple chemical sensitivity or related disabilities should contact the City's ADA office (408) 615-3000, to discuss meeting accessibility. In order to allow participation by such individuals, please do not wear scented products to meetings at City facilities.

★☆☆☆☆ 2 days ago **NEW**

I had a very disappointing experience with this property. It's clearly being rented out to tourists for short-term stays, and there was no notice or transparency about this arrangement. The constant turnover of guests created noise, ... [More](#)



3



Share

**Response from the owner** 2 days ago

Thank you for sharing your feedback. We appreciate your time and would like to clarify a few points.

The arrangement you're referencing is intended for extended corporate stays through Placemakr's partnerships with companies like Google, **Nvidia**, and similar organizations. These stays are not short-term tourist rentals but structured accommodations for professionals. There are occasional short-term stays, this is not primarily the stay that occurs. The short-term stays are a benefit to the residents. The partnership is temporary.

Noise can be a common aspect of multi-family living, we always encourage residents to report disturbances in the moment so we can respond promptly. We have not received any related complaints and have team members who live onsite

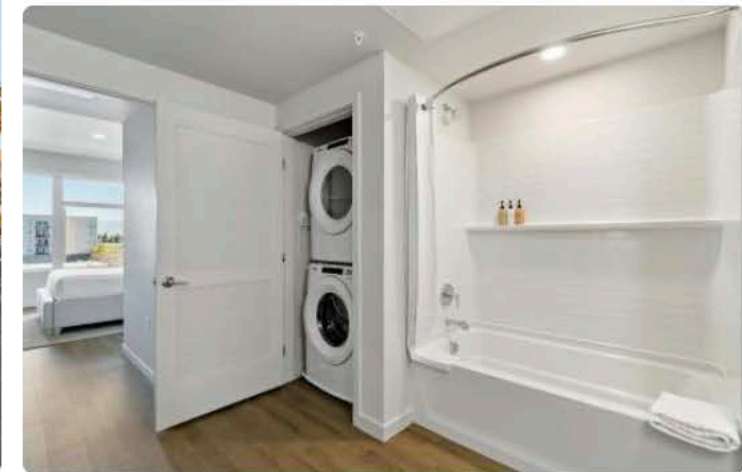
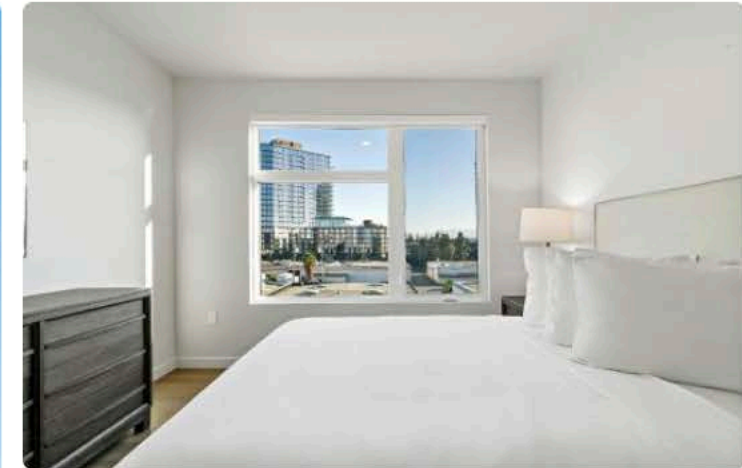
New to Booking.com



Reserve

# Placemakr Santa Clara

2333 Calle Del Mundo, Santa Clara, CA 95054, United States – [Excellent location – show map](#) – Train Access



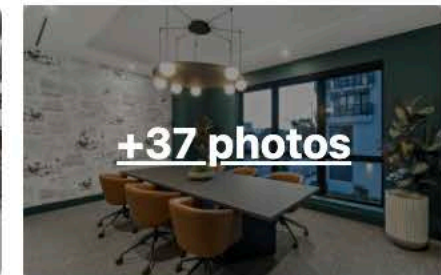
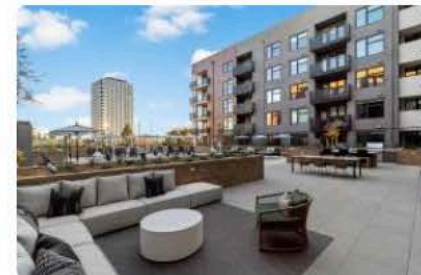
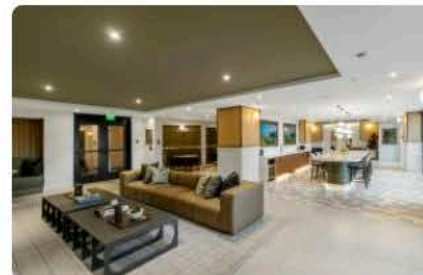
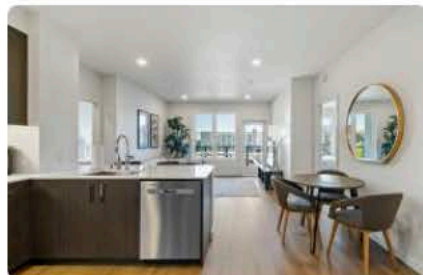
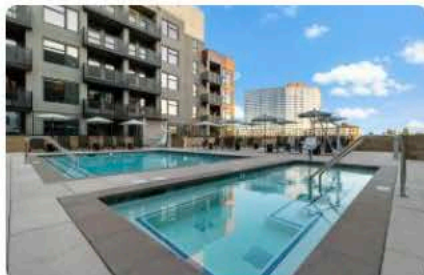
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"The sta  
facilities  
new. Fu  
great fo



Vic

Staff



+37 photos



## About this property

Property hi

**Address:** 2333 Calle Del Mundo, Santa Clara, CA 95054

**Phone:** (408) 418-5620

💡 Save **\$57** if you stay Mon, Apr 7–Tue, Apr 8

## Nightly price with fees

📅 Tue, Apr 8

📅 Wed, Apr 9

👤 2

### Sponsored · Featured options



Placemakr Santa Clara



Official site

**\$251**



Expedia.com

**\$258**



Free cancellation until Apr 7



Priceline

**\$282**



Free cancellation until Apr 6



Hotels.com

**\$258**



# LEASE CONTRACT



Date of Lease Contract: March 16, 2025  
(when the Lease Contract is filled out)

*This is a binding document.  
Read carefully before signing.*

## Moving In — General Information

1. **PARTIES.** This Lease Contract (sometimes referred to as the "lease") is between you, the resident(s) *(list all people signing the Lease Contract)*:

Amirsina Torfi, Somayeh Yarahmadi

and us, the owner: Lafayette CDM Apartments LLC

*(name of title holder or published and recorded fictitious business name)*. You've agreed to rent Unit No. 371, at 2333 Calle Del Mundo #371

Santa Clara *(street address)* in Santa Clara

(city), California, 95054 *(zip code)* *(the "Dwelling")* for use as a private residence only. The terms "you" and "your" refer to all residents listed above. The terms "we," "us," and "our" refer to the owner listed above (or any of owner's successors' in interest or assigns). Written notice to or from our managers constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS.** The dwelling will be occupied only by you and *(list all other occupants not signing the Lease Contract)*:

No one else may occupy the dwelling. Persons not listed above must not stay in the dwelling for more than 14 consecutive days without our prior written consent, and no more than twice that many days in any one month. If the previous space isn't filled in, two days per month is the limit.

3. **LEASE TERM.** The initial term of the Lease Contract begins on the 14th day of April, 2025, and ends at 11:59 p.m. the 13th day of October, 2026.

This lease contract will automatically renew month-to-month unless (1) either party gives at least 30 days written notice of termination, (2) Intent to Move-Out as Required by Paragraph 48 (Move-Out Notice), or (3) if this property is subject to the Tenant Protection Act of 2019, and you have a written lease terminated on or after January 1, 2020, we require you to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law. If the number of days isn't filled in, at least 30 days written notice is required. If the Residents have been in possession for longer than one year, Landlord shall provide Residents with at least a 60 day written notice to terminate tenancy. Residents shall comply with all notice provisions in paragraph 32 (Default by Resident).

4. **SECURITY DEPOSIT.** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract for all residents in the dwelling is \$ 750.00, due on or before the date this Lease Contract is signed. See paragraphs 52 (Security Deposit Deductions and Other Charges) and 53 (Deposit Return, Surrender, and Abandonment) for security deposit return information. The security deposit may not exceed 1 month's rent for a furnished or unfurnished dwelling.

**Santa Cruz County Residents.** You have the right to receive yearly interest on your security deposit at a rate of \_\_\_\_%. We may be liable for damages if we don't comply under Santa Cruz County Code §8.42 and Cal Civ. Code §1950.5.

5. **KEYS.** You will be provided \_\_\_\_\_ Dwelling key(s), 2 mailbox key(s), \_\_\_\_\_ FOB(s), and/or 1 other access device(s) for access to the building and amenities at no additional cost at move-in. If the key, FOB, or other access device is lost or becomes damaged during your tenancy or is not returned or is returned damaged when you move out, you will be responsible for the costs for the replacement and/or repair of the same. You agree not to clone or otherwise duplicate your assigned access device(s), Dwelling key(s), mailbox key(s), or FOB(s) without express written permission from us.

6. **RENT AND CHARGES.** Unless modified by addenda, you will pay \$ 4335.00 per month for rent, payable in advance and without demand:

☐ at the on-site manager's office, or

☒ at our online payment site, or

☐ at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Prorated rent of \$ 2456.50 is due for the remainder of [check one]: ☒ 1st month or ☐ 2nd month, on April 14, 2025.

Otherwise, you must pay your rent on or before the 1st day of each month (due date) with no grace period. Cash is unacceptable without our prior written permission. You must not withhold or offset rent unless authorized by statute. We may, at our option, require at any time that you pay all rent and other sums in cash, certified or cashier's check, money order, or one monthly check rather than multiple checks. At our discretion, we may convert any and all checks via the Automated Clearing House (ACH) system for the purposes of collecting payment. Rent is not considered accepted, if the payment/ACH is rejected, does not clear, or is stopped for any reason. If you don't pay all rent on or before the expiration of 5 days after the due date, you'll be delinquent. (If the previous field is blank, then your rent will be delinquent if it is not paid in full by the expiration of one business day after the due date.) You will be obligated to pay to us a fee of \$ 50.00 if you fail to pay any amount when due under this Contract. You agree that this amount is the result of our reasonable endeavor to approximate actual losses (administrative wages, interest on late rent accruing) caused by the late payment of rent. The Parties agree that it is impracticable and extremely difficult to affix the actual damage caused by payment of late rent. You'll also pay a charge of \$25.00 for each returned check or rejected electronic payment. For additional returned checks you'll pay a charge of \$35.00. If you are delinquent, all remedies under this Lease Contract will be authorized. If you are delinquent, all remedies under this Lease Contract and California law will be authorized. A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill your credit obligations under this Lease. All payment obligations under this Lease Contract shall constitute rent under this Lease Contract.

☒ **Rent Concession.** If this box is checked, you and we have entered into an Addendum for a Rent Concession. The Addendum is attached. Please read it thoroughly.

7. **UTILITIES.** We'll pay for the following items, if checked:

☐ water; ☐ gas; ☐ electricity;

☐ master antenna ☐ wastewater;

☐ trash; ☐ cable TV;

☐ other \_\_\_\_\_

You'll pay for all other utilities, related deposits, and any charges, fees, or services on such utilities. You must not allow utilities to be disconnected—including disconnection for not paying your bills—until the lease term or renewal period ends. Cable channels that are provided may be changed during the Lease Contract term if the change applies to all residents. Utilities may be used only for normal household purposes and must not be wasted. If your electricity is ever interrupted, you must use only battery-powered lighting. If any utilities are submetered for the dwelling unit, or prorated by an allocation formula, we will attach an addendum to this Lease Contract in compliance with state agency rules or city ordinance.

8. **INSURANCE.** Our insurance does not cover the loss of your personal possessions or personal injury and it is recommended that you consider purchasing renter's insurance and flood insurance to insure your possessions from loss due to fire, flood, or other risk of loss. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law.

In addition, we urge all residents, and particularly those residing in coastal areas, areas near rivers, and areas prone to flooding, to obtain flood insurance. Renter's insurance may not cover damage to your property due to flooding. A flood insurance resource which may be available includes the National Flood Insurance Program managed by the Federal Emergency Management Agency (FEMA).

We ☐ require ☒ do not require you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like.

If renter's insurance is required, you shall maintain at all times during the Term of this Lease, at your sole expense, a renter's insurance policy, or its equivalent, issued by a licensed insurance company in a minimum policy coverage amount of \$ 100000.00, and you shall provide us with proof of such insurance to our satisfaction. If no box is checked, renter's insurance is not required.

Additionally, you are [check one] ☒ required to purchase personal liability insurance ☐ not required to purchase personal liability insurance. If no box is checked, personal liability insurance is not required. If required, failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

The dwelling ☐ is ☒ is not located in a special flood hazard area or an area of potential flooding. We have knowledge that the dwelling is in a special flood hazard area if: (1) we received written notice

from any public agency, or, (2) our mortgage holder requires us to carry flood insurance, or (3) we currently carry flood insurance. You may obtain more information about hazards, including flood hazards, that may affect your dwelling from the Internet Web site of the Office of Emergency Services (<http://www.caloes.ca.gov/>). The Internet Web site address for the MyHazards tool is <http://myhazards.caloes.ca.gov/>. Our insurance does not cover the loss of the tenant's personal possessions. We recommend that you consider purchasing renter's insurance and flood insurance to insure your possessions from loss due to fire, flood, or other risk of loss. We are not required to provide additional information concerning the flood hazards to the property. The information provided herein is deemed adequate to inform you.

- 9. LOCKS AND LATCHES.** We will provide an operable deadbolt lock on each main swinging entry door of the dwelling in compliance with California Civil Code, Section 1941.3, subject to statutory exceptions. We will provide window security or locking devices as required by that statute. Keyed lock(s) will be

rekeyed after the prior resident moves out. The rekeying will be done before you move in. You must notify us immediately of any inoperable door, window, latch, or lock. You may at any time ask us to change or rekey locks or latches during the Lease Term. We must comply with those requests, but you must pay for them, unless otherwise provided by law.

**Payment for Rekeying, Repairs, Etc.** Unless otherwise required by law, you must pay for all repairs or replacements arising from misuse or damage to devices by you or your household members, occupants, or guests during your occupancy. You may be required to pay in advance if we notify you within a reasonable time after your request that you are more than 30 days delinquent in reimbursing us for repairing or replacing a device which was misused or damaged by you, your guest or an occupant; or if you have requested that we repair or change or rekey the same device during the 30 days preceding your request and we have complied with your request. Otherwise, you must pay immediately after the work is completed.

### Special Provisions and "What If" Clauses

- 10. SPECIAL PROVISIONS.** The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Lease Contract and will supersede any conflicting provisions of this printed Lease Contract form.

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See any additional special provisions.

- 11. EARLY MOVE-OUT.** If you move out early without our written consent or without paying us a negotiated lease termination fee, you will be liable to us for actual damages, including liability for rents during the entire remainder of your lease term (less mitigation) and for the cost of finding and processing a replacement resident, paying locator service fees, cleaning, make-ready costs, etc. In addition to any other rights and remedies allowed by law, we shall have the remedy set forth in Civil Code Section 1951.2.

- 12. REIMBURSEMENT.** You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the Community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for—and you must pay for—repairs, replacement costs, and damage to the following that result from you or your invitees, guests, or occupants'

negligence or intentional acts: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your dwelling. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

**13. PROPERTY LEFT IN DWELLING.**

**Storage After Surrender, Abandonment, or Eviction.** We may remove and/or store all property remaining in the dwelling or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the dwelling (see definitions in paragraph 53 (Deposit Return, Surrender, and Abandonment)). We will use reasonable care in storing the property; but we're not liable for casualty loss, damage, or theft unless caused by deliberate or negligent act on our part. We may store the property either in the dwelling or in another safe place until (1) we release the personal property described in the notice to you or other persons we reasonably believe to be the owner of the property and we shall not require you to pay the cost of storage if its owner reclaims the property within two days of you vacating the dwelling, (2) charges (and actual advertising/sale expenses) are paid in full after 2 days, or (3) 18 days have elapsed after "Notice of Right to Reclaim Abandoned Property" has been mailed (or 15 days after it is personally served) by us, as provided below as otherwise required by law.

**Notice.** The “Notice of Right to Reclaim Abandoned Property” must be in substantial compliance with the statutory form in Section 1984 or 1985, California Civil Code. The notice must be given by personal delivery to you or via regular U.S. mail to you at your last known address or to the person believed by us to be the owner.

**Redemption.** If we’ve stored property as provided above, you or the person believed by us to be the owner may redeem the property by paying all storage charges (and any actual advertising/sale expenses) on or before the expiration of the Notice of Right to Reclaim Abandoned Property as required by law. The charges for storage will be the fair rental value of the rental space reasonably required for the storage. We may return redeemed property at the place of storage, the management office, or the dwelling (at our option). We may require payment by cash, money order, or certified check. We may also send a copy to your email address.

**Other disposition or Sale.** If all the property being stored is believed by us to be worth less than \$700 and it has not been redeemed, we may keep, throw away, or give away the property after the 18th day following the giving of the “Notice of Right to Reclaim Abandoned Property” above. If all of the property is believed by us to be worth \$700 or more, we may (1) release the personal property described in the notice to the former tenant and shall not require the former tenant to pay the cost of storage if the property remained in the dwelling and the former tenant or other person reasonably believed by the landlord to be its owner reclaims the property within two days of vacating the dwelling, (2) we release the property to the person believed by us to be the owner, if all storage charges (and actual advertising/sale expenses) are paid in full after 2 days of storage, or (3) sell the property at public sale in compliance with the procedures of Section 1988 of the California Civil Code. Sale may be subject to any third-party ownership or lien claims, must be to the highest cash bidder, and may be in bulk, in batches, or item-by-item. You and the landlord may bid at the sale. Excess sums will be paid over to the county in accordance with statute.

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

**14. FAILING TO PAY FIRST MONTH'S RENT.** If you don't pay the first month's rent when or before the Lease Contract begins, we may end your right of occupancy and recover damages, including future rents (less any mitigation), reletting charges, attorney's fees (consistent with paragraph 32 (Default by Resident)), court costs, and other lawful charges. Our rights and remedies under paragraphs

11 (Early Move-Out) and 32 (Default by Resident) apply to the failure to pay first month's rent upon execution of the Lease Contract.

**15. RENT INCREASES AND LEASE CONTRACT CHANGES.** No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by any special provisions in paragraph 10 (Special Provisions), by a written addendum or amendment signed by you and us, or by reasonable changes of dwelling rules allowed under paragraph 19 (Community Policies or Rules), or as otherwise allowed by law. We will give you a minimum of 30 days notice if you are on a month to month tenancy before we increase the rent (a maximum of 10% increase over the previous 12 months). We will give you at least 90 days notice during a month to month tenancy before we raise the rent more than 10% (over the previous 12 months), unless the increase is caused by a change in your income or family composition as determined by a recertification required by statute or regulation.

**16. DELAY OF OCCUPANCY.** If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Any termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the dwelling.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the dwelling is ready for occupancy, but not later.

(1) If we give written notice to any of you when or after the Lease Contract begins—and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the dwelling will be ready on a specific date—you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.

(2) If we give written notice to any of you before the beginning of the lease term and the notice states that construction delay is expected and that the dwelling will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new beginning date of the lease term for all purposes. This new date may not be moved to an earlier date unless we and you agree.

**17. AD VALOREM TAXES/FEES AND CHARGES - ADDITIONAL RENT.** Unless otherwise prohibited by law, if, during the term of this Agreement, any locality, city, state, or Federal Government imposes upon Us, any fee, charge, or tax, which is related to or charged by the number of occupants, or by the

apartment unit itself, such that we are charged a fee, charge, or tax, based upon your use or occupancy of the apartment, we may add this charge as Additional Rent, during the term of the Lease Contract, with thirty (30) days advance written notice to you. After this written notice (the amount or approximate amount of the charge, will be included), you agree to pay, as Additional Rent, the amount of the charge, tax or fee imposed upon us, as a result of your occupancy. As examples, these charges can include, but are not limited to: any charges we receive for any zoning violation, sound, noise or litter charge; any charge under any nuisance or chronic nuisance type statute, 911 or other life safety, per person, or per unit charge or tax and any utility bill unpaid by you, which is then assessed to us for payment.

**18. DISCLOSURE RIGHTS.** During your initial lease application and throughout your tenancy, we may obtain information on you, your rental history, or other personal information that may be provided to law-enforcement, government agencies, or other business entities for other business purposes, at a third party's request. Upon verifiable request from you, we will provide you with any personal information collected, or disclosed for business purposes relating to you, including but not limited to: categories and specific pieces of personal information collected, the categories of sources from which the personal information is collected, the business or commercial purpose for collecting or selling personal information, and the categories of third parties with which we share personal information.

(A) Should we choose to collect your personal information, we will, at or before the point of collection, inform you as to the categories of personal information to be collected and the

purposes for which the categories of personal information will be used. Upon verifiable request from you, we will disclose and deliver the personal information the we collected about you, free of charge, within 45 days of the verified request.

- (B) Upon verifiable request from you to delete personal information from our records, we will do so, and direct service providers to delete any personal information in their records, subject to certain exceptions.
- (C) We will not sell personal information to third parties.
- (D) We do not discriminate against any resident that exercises any of their rights under the California Consumer Privacy Act ("CCPA"). However, we may charge different prices or provide a different quality of goods or services if the difference is reasonably related to the value provided to you by your data. Further, we may offer financial incentives to you for the collection, sale, or deletion of personal information.
- (E) The obligations imposed on us by the CCPA cannot, and will not, restrict our ability to comply with federal, state, or local laws; comply with civil, criminal, or regulatory inquiry, investigation, subpoena, or summons by with federal, state, or local authorities; cooperate with law enforcement relating to violations of with federal, state, or local laws; exercise legal claims; collect, use, retain, sell, or disclose aggregate or deidentified consumer information; or collect or sell personal information where that information is based on commercial conduct wholly outside of California.

### While You're Living in the Dwelling Unit

**19. COMMUNITY POLICIES OR RULES.** You and all guests and occupants must comply with any written Community rules, regulations and policies, including instructions for care of the dwelling and the Community. Our rules and Community Policies are considered part of this Lease Contract and are incorporated herein as fully set out word for word. We may make reasonable changes to written rules, effective immediately, if they are distributed and applicable to all units in the Community and do not change dollar amounts on page 1 of this Lease Contract.

**20. LIMITATIONS ON CONDUCT.** The dwelling and other areas reserved for your private use must be kept clean and free of trash, garbage, and other debris. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Doors, windows, and other passageways inside the dwelling must be clear and unobstructed for access to every room in the dwelling, and may be used only for entry or exit. You agree to keep all passageways and common areas free of obstructions

such as trash, storage items, and all forms of personal property. No person shall ride or allow bikes, skateboards, or other similar objects in the passageways. You must maintain the dwelling free from clutter or any other condition which may restrict air flow, encourage mold growth, invite pests, creates a fire hazard, or otherwise degrades the habitability of the dwelling. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with dwelling rules and posted signs. Glass containers are prohibited in all common areas. You, your occupants, or guests may not anywhere in the Community: use candles or use kerosene lamps or kerosene heaters without our prior written approval; cook on balconies or outside; or solicit business or contributions. Unless otherwise provided by law, conducting any kind of business in your dwelling or in the Community is prohibited—except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or

other business associates do not come to your dwelling for business purposes. You or your guests may not use the dwelling, or any other part of the property, to violate, or in violation of, any law, statute, or ordinance. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

We may exclude from the Community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any dwelling rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the Community.

**21. PROHIBITED CONDUCT.** You, your occupants or guests, or the guests of any occupants, may not engage in the following activities: behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the Community; disrupting our business activities; manufacturing, cultivating, delivering, selling, possessing with intent to deliver or sell, or otherwise possessing or using a controlled substance or drug paraphernalia for use with a controlled substance (Note: "Controlled substance" includes so-called "medical marijuana" under the law of California and any state having similar laws. The Resident agrees not to violate any law or ordinance. Marijuana is listed as a Class 1 scheduled drug under federal law, and is a prohibited controlled substance. (21 United States Code sections 801-904: 21 United States Code section 841(a)(1); 21 United States Code section 812(b)(1)); engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the Community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances; tampering with utilities or telecommunications; bringing hazardous materials into the Community; or injuring our reputation by making bad faith allegations against us to others.

**22. PARKING.** We may regulate the time, manner, and place of parking cars, trucks, motorcycles, bicycles, boats, trailers, and recreational vehicles by anyone. We may have unauthorized or illegally parked vehicles towed under an appropriate statute. A vehicle is unauthorized or illegally parked in the Community if it:

- (1) has a flat tire or other condition rendering it inoperable; or
- (2) is on jacks, blocks or has wheel(s) missing; or
- (3) has no current license plate or no current registration and/or inspection sticker; or
- (4) takes up more than one parking space; or

- (5) belongs to a resident or occupant who has surrendered or abandoned the dwelling; or
- (6) is parked in a marked handicap space without the legally required handicap insignia; or
- (7) is parked in space marked for manager, staff, or guest at the office; or
- (8) blocks another vehicle from exiting; or
- (9) is parked in a fire lane or designated "no parking" area; or
- (10) is parked in a space marked for other resident(s) or unit(s); or
- (11) is parked on the grass, sidewalk, or patio; or
- (12) blocks garbage trucks from access to a dumpster; or
- (13) belongs to a resident and is parked in a visitor or retail parking space.

**23. RELEASE OF RESIDENT.** Unless entitled to terminate this Lease Contract by law or pursuant to its terms, you won't be released from this Lease Contract for any reason—including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, or death.

**24. MILITARY PERSONNEL CLAUSE.** All parties to this Lease Contract agree to comply with any federal law, including, but not limited to the Service Member's Civil Relief Act, or any applicable state law(s), if you are seeking to terminate this Lease Contract and/or subsequent renewals and/or Lease Contract extensions under the rights granted by such laws.

**25. RESIDENT SAFETY AND PROPERTY LOSS.** You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke and carbon monoxide detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other access control devices.

**Smoke and Carbon Monoxide Detectors.** We'll furnish smoke and carbon monoxide detectors only if required by statute, and we'll test them and provide working batteries when you first take possession. After that, you must test the smoke detectors and the carbon monoxide detectors on a regular basis, and pay for and replace batteries as needed, unless the law provides otherwise. You must immediately report smoke and carbon monoxide detector malfunctions to us. Neither you nor others may disable neither the smoke nor the carbon monoxide detectors. If you disable or damage the smoke detector or carbon monoxide detector, or fail to replace a dead battery or report known smoke and carbon monoxide detector malfunctions to us, and if your action or inaction causes loss, damage, or fines from fire, smoke, or water to us or others, you will be liable for such loss, damage, or fines.

**Casualty Loss.** We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood,

water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. We are not responsible for the acceptance or receipt of any mail, messages, or packages left at the entrances to the dwelling or elsewhere on the property, or for any loss or damage to those items or any other material that is delivered to the property. We have no duty to remove any ice, sleet, or snow but may remove any amount with or without notice. During freezing weather, you must ensure that the temperature in the Dwelling is sufficient to make sure that the pipes do not freeze (the appropriate temperature will depend upon weather conditions and the size and layout of your unit). If the pipes freeze or any other damage is caused by your failure to properly maintain the heat in your dwelling, you'll be liable for damage to our and other's property. You agree to indemnify and hold us harmless from any claims, losses, or expenses (including attorney's fees) that we may incur as result of your negligence, or the negligence of your guests, invitees, or occupants in the dwelling, such as damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

**Crime or Emergency.** Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. If we provide any access control devices or security measures upon the property, they are not a guarantee to prevent crime or to reduce the risk of crime on the property. You agree that no access control or security measures can eliminate all crime and that you will not rely upon any provided access control or security measures as a warranty or guarantee of any kind. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the Community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

**Compliance with Statutory Obligations.** You hereby understand and acknowledge that you have an affirmative duty to comply with the obligations set forth in California Civil Code Section 1941.2:

- (1) To keep the dwelling clean and sanitary as the condition of the dwelling permits.
- (2) To dispose all rubbish, garbage and other waste, in a clean and sanitary manner.

- (3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
- (4) Not to permit any person, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the Community or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.
- (5) To occupy the dwelling as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.

**26. CONDITION OF THE PREMISES AND ALTERATIONS.** You accept the dwelling, fixtures, and furniture as is, except for conditions causing the premises to be untenable under California Civil Code 1941. You'll be given an Inventory and Condition form on or before move-in. You must note on the form all defects or damage and return it to our representative. Otherwise, everything will be considered to be in a clean, safe, and good working condition.

You must use customary diligence in maintaining the dwelling and not damaging or littering the Community. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter the dwelling or Community. No holes or stickers are allowed inside or outside the dwelling. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless permission is statutorily required or we've consented in writing. You may install a satellite dish or antenna provided you sign our satellite dish or antenna lease addendum which complies with reasonable restrictions allowed by federal law. You agree not to alter, damage, or remove our property, including alarm systems, smoke and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and access control devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the dwelling; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the dwelling (whether or not we consent) become ours unless we agree otherwise in writing.

**27. REQUESTS, REPAIRS, AND MALFUNCTIONS.** IF YOU OR ANY OCCUPANT NEEDS TO SEND A NOTICE OR REQUEST—FOR EXAMPLE, FOR REPAIRS, INSTALLATIONS, SERVICES, OR SECURITY-RELATED MATTERS—IT MUST BE SUBMITTED THROUGH EITHER THE ONLINE TENANT/ MAINTENANCE PORTAL, OR SIGNED AND IN WRITING AND DELIVERED TO OUR DESIGNATED REPRESENTATIVE. (except in case of fire, smoke,

gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the dwelling if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate your tenancy within a reasonable time by giving you written notice. If your tenancy is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

**28. ANIMALS.** Unless otherwise provided under federal, state, or local law, no animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the Dwelling Unit or Community unless we've so authorized in writing. You must remove an illegal or unauthorized animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. If we allow an animal as a pet, you must execute a separate animal addendum which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. We will authorize an assistance animal for a disabled person. When allowed by applicable laws, before we authorize an assistance animal, if the disability is not readily apparent, we may require a written statement from a qualified professional verifying the disability-related need for the assistance animal. If we authorize an assistance animal we may require you to execute a separate animal and/or assistance animal addendum. Animal deposits, additional rents, fees or other charges will not be required for an assistance animal needed due to disability, including an emotional support or service animal, as authorized under federal, state, or local law. If you or any guest or occupant violates the animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If

an animal has been in the dwelling unit at any time during your term of occupancy (with or without our consent), we'll charge you for any necessary defleaing, deodorizing, and shampooing. You must not feed stray or wild animals.

**29. WHEN WE MAY ENTER.** Landlord will have the right to enter the premises as allowed by law. Law permits entry in case of emergency to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke and carbon monoxide detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Civil Code §1950.5, when the Resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless:

- Entry is due to an emergency, surrender or abandonment of the unit, or
- Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or
- Resident is present and consents to entry at the time of entry, or
- To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.
- Entry to inspect a tenant's dwelling unit shall comply with Section 1954. Entry to inspect any unit selected by the pest control operator and to conduct followup inspections of surrounding units until bed bugs are eliminated is a necessary service for the purpose of Section 1954. Tenants shall cooperate with the inspection to facilitate the detection and treatment of bed bugs, including providing requested information that is necessary to facilitate the detection and treatment of bed bugs to the pest control operator.

The landlord shall notify the tenants of those units inspected by the pest control operator pursuant to Section 1954.604 of the pest control operator's findings. The notification shall be in writing and made within two business days of receipt of the pest control operator's findings. For confirmed infestations in common areas, all tenants shall be provided notice of the pest control operator's findings.

**30. JOINT AND SEVERAL RESPONSIBILITY.** Each resident is jointly and severally liable for all Lease Contract obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. Notices and requests from any resident or occupant (including notices of lease

termination, repair requests, and entry permissions) constitute notice from all residents. Security-deposit refunds and deduction itemizations of multiple residents will comply with paragraph 53 (Deposit Return, Surrender, and Abandonment).

**31. ASSIGNMENT AND SUBLETTING.** You may not assign or sublet any portion or the entire dwelling, except to the extent required by law. We intend this to be a strict and absolute prohibition against subletting and assignment. We will not acknowledge, communicate, or accept rent from any person other

than you. All guests, residents, occupants, subtenants, or assignees in the dwelling must comply with every term of this Lease. If you no longer permanently reside in the dwelling, we reserve the right to raise the rent and collect rent from any subsequent occupants. You must notify us in writing if you no longer permanently reside in the dwelling, or if it is no longer your principal place of occupancy. You may still be liable for the entire Lease Contract term if you move out early (see paragraph 48 Move-Out Notice).

## Responsibilities of Owner and Resident

**32. DEFAULT BY RESIDENT.** You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations: (1) you don't pay rent or other amounts that you owe when due; (2) you or any guest or occupant violates the Community rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (3) you abandon the dwelling; (4) you give incorrect or false answers in a rental application; (5) you or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (6) any illegal drugs or paraphernalia are found in your dwelling; (7) you or any guest or occupant engages in any of the prohibited conduct described in paragraphs 20 (Limitations on Conduct) or 21 (Prohibited Conduct); or (8) you or any occupant, in bad faith, makes an invalid complaint to an official or employee of a utility company or the government. Any of the above defaults shall be a material breach of the Lease and shall be a just cause to evict you from the dwelling.

**Eviction.** If you default and if we wish to terminate your right of occupancy, we must give you a 3 Court day written notice to cure the default. If the default is incurable (i.e. assigning or subletting or committing waste upon the demised premises, contrary to the conditions or covenants of this Lease, or maintaining, committing, or permitting the maintenance or commission of a nuisance upon the demised premises, or using the premises for an unlawful purpose, or any other incurable default), we may end your right of occupancy by giving you a 3-day notice to vacate. Notice to cure and notice of occupancy termination must be delivered by either: (1) personal delivery to any resident; or (2) personal delivery at the dwelling to any occupant of suitable age and discretion and sending a copy through the regular U.S. mail addressed to the tenant at his or her place of residence; or (3) posting on the outside of the dwelling's front door, accompanied by mailing the notice by regular U.S. mail. Termination of your possession rights or subsequent reletting doesn't release you from liability for future rent or other lease obligations.

**Holdover.** You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of holdover (less any mitigation); and (3) at our option, we may extend the lease term—for up to one month from the date of notice of lease extension—by delivering written notice to you or your dwelling while you continue to hold over.

**Other Remedies.** If your rent is delinquent and we give you 3 days' prior written notice, we may report unpaid amounts to consumer reporting agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in paragraph 10 (Special Provisions), in addition to other sums due. Upon your default, we have all other legal remedies including lease termination, lockout under statute, and the remedy set forth in Civil Code § 1951.2. The prevailing party may recover from a non-prevailing party attorney's fees and any costs of litigation in an amount of no more than \$1800. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 10% interest per year from due date. To the greatest extent allowed by law, you must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline. If you fail to fulfill your obligations under this Lease, we intend to submit a negative report to a consumer reporting agency. The report will summarize your violations and be a possible reflection on your credit record.

**Remedies Cumulative.** Any remedies set forth herein shall be cumulative, in addition to, and not in limitation of, any other remedies available to Landlord under any applicable law.

**33. ENTIRE AGREEMENT.** Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us.

**34. NO AUTHORITY TO AMEND UNLESS IN WRITING.** Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing.

**35. NO WAIVER.** No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, liens, or other rights isn't a waiver under any circumstances.

**36. NOTICE.** Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo or letter that was given. Fax signatures are binding. All notices must be signed.

**37. MISCELLANEOUS.**

- A. Exercising one remedy won't constitute an election or waiver of other remedies.
- B. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties.
- C. All remedies are cumulative.
- D. No employee, agent, or management company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf.
- E. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract.
- F. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies.
- G. This Lease Contract is subordinate or superior to existing and future recorded mortgages or deeds of trust, at our lender's option.
- H. All lease obligations must be performed in the county where the Dwelling is located.
- I. Upon our request, resident shall provide us with a Tenant Estoppel Certificate.
- J. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

**38. REGISTERED SEX OFFENDER NOTICE.** Pursuant to Section 290.46 of the Penal Code, information about specified 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](http://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.

**39. PROPOSITION 65 WARNING.** Proposition 65 protects California's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm, and requires businesses to inform Californians about exposures to such chemicals. Please see the California Proposition 65 Addendum for warnings and additional information.

**40. NOTICE OF NEGATIVE CREDIT REPORT.** Pursuant to California Civil Code § 1785.26, you are hereby notified that a negative report reflecting on your credit record may be submitted to credit-reporting agencies if you fail to fulfill the terms of your obligation under this Lease Contract.

**41. INDEMNIFICATION.** Subject to applicable law, you shall indemnify and hold the owner, its agents and employees, harmless against all claims, expenses, damages, actions, and liabilities of whatever nature, including reasonable attorney's fees, arising from or relating to injury, loss or damage relating to your, your guest's or occupant's negligence, tenancy and/or your failure to comply with this Lease Contract.

**42. CONTACTING YOU.** By signing this lease, you are agreeing that we, our representative(s) or agent(s) may contact you. You agree that we may contact you using any contact information relating to your lease including any number (i) you have provided to us (ii) from which you called us, or (iii) which we obtained and through which we reasonably believe we can reach you. You agree we may use any means to contact you. This may include calls made to your cellular telephone using an automatic telephone dialing system, artificial or prerecorded voice messages, text messages, mail, e-mail, and calls to your phone or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You agree to promptly notify us if you change any contact information you provide to us. You are responsible for any service provider charges as a result of us contacting you.

**43. OBLIGATION TO VACATE.** If we provide you with a notice to vacate, or if you provide us with a written notice to vacate or intent to move-out in accordance with paragraph 3 (Lease Term), and we accept such written notice, then you are required to vacate the dwelling and remove all of your personal property therefrom at the expiration of the Lease term, or by the date set forth in the notice to vacate, whichever date is earlier, without further notice or demand from us.

**44. FORCE MAJEURE.** If we are prevented from completing performances of any obligations hereunder by an act of God, strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

**45. POLITICAL SIGNS.** You may post or display political signs relating to an election, legislative vote, initiative, referendum, recall process or issues that are before a public commission, public board or elected local body for a vote as allowed by law. Political signs may be posted in the window or on the door of the dwelling. All political signs must be six square feet or less in size and cannot be posted or displayed in a manner that would violate a local, state or federal law. You must post and remove political signs in compliance with the time limits

set by local ordinance. If no local ordinance exists, political signs may be posted no earlier than 90 days prior to the date of the election or vote and must be removed within 15 days of the date of the election or vote.

**46. PAYMENTS.** At our option and without notice, we may apply money received (other than sale proceeds under paragraph 13 (Property Left in Dwelling) or utility payments subject to governmental regulations) first to any of your unpaid obligations, then to current rent—regardless of notations on checks or money orders and regardless of when the obligations arose. All sums other than rent are due upon our demand. After the due date, we do not have to accept the rent or any other payments. We will accept rent payments from a third party, if the third-party signs an acknowledgment stating 1) the third party is not a current tenant of the property and 2) that acceptance does not establish a tenancy.

**47. ASSOCIATION MEMBERSHIP.** We represent that either: (1) we or; (2) the management company that represents us, is at the time of signing this Lease Contract or a renewal of this Lease Contract, a member of both the National Apartment Association and any affiliated state and local dwelling (multi-housing) associations for the area where the dwelling is located.

### When Moving Out

**48. MOVE-OUT NOTICE.** Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate as required by the paragraph 3 (Lease Term). The advance notice must be at least the number of days of notice required in paragraph 3 (Lease Terms). The move-out date in your notice *[check one]*: ☐ must be the last day of the month, or ☐ may be the exact day designated in your notice. If neither box is checked, the second checkbox applies. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. You will still be liable for the entire Lease Contract term if you move out early under paragraph 23 (Release of Resident), except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11 (Early Move-Out), 23 (Release of Resident), or under other laws providing a right to terminate this Lease Contract. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If the notice does not comply with the time requirements of the Lease Terms paragraph, even if you move by the last date in the lease term, you will be responsible for an additional month's rent. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

**49. MOVE-OUT PROCEDURES.** The move-out date can't be changed unless we and you both agree in writing. You won't move out before the lease term or renewal period ends unless all rent for the entire lease term or renewal period is paid in full. Early move-out may result in reletting charges and liability for future rent under paragraphs 11 (Early Move-Out) and 32 (Default by Resident). You're prohibited by law from applying any security deposit to rent. You won't stay beyond the date you are supposed to move out. You must give us and the U.S. Postal Service, in writing, each resident's forwarding address.

**50. CLEANING.** You must thoroughly clean the dwelling, including doors, windows, furniture, bathrooms, kitchen appliances, patios, balconies, garages, carports, and storage rooms. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges.

**51. MOVE-OUT INSPECTION.** California law provides that you have a right to a pre-move-out inspection and we will give notice of such right. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

**52. SECURITY DEPOSIT DEDUCTIONS AND OTHER CHARGES.** You may not use the security deposit to pay any month's rent. We may withhold from the security deposit only such amounts as are reasonably necessary to remedy your defaults including, but not limited to, the following:

- a) Defaults in the payment of rent;
- b) To repair damage to the premises caused by you, exclusive of ordinary wear and tear, and/or;
- c) To clean the premises, if necessary, upon termination of the tenancy in order to return the unit to the same level of cleanliness it was in at the inception of the tenancy, and /or;
- d) To restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear.

**53. DEPOSIT RETURN, SURRENDER, AND ABANDONMENT.** You are required to provide us written notice of your forwarding address, on or before termination of this Lease Contract. We'll mail you, to the forwarding address you provide, your security deposit refund (less lawful deductions) and an itemized accounting of any deductions within 21 days after surrender or abandonment, unless statutes provide otherwise. If you fail to provide us with your forwarding address in writing, as required above, we will process the unclaimed security deposit in accordance with state law.

**Surrender.** You have surrendered the dwelling when: (1) the move-out date has passed and no one is living in the dwelling in our reasonable judgment; (2) all dwelling keys and access devices listed in paragraph 5 (Keys) have been turned in where rent is paid—whichever date occurs first, or (3) we reasonably believe that you have surrendered the dwelling to us.

**Abandonment.** You have abandoned the dwelling when we reasonably believe you have abandoned it. California law provides that abandonment will be found when all of the following have occurred: (1) your rent has been due and unpaid for at least 14 days; (2) we give you written notice of such belief and our intent to terminate the lease because of your delinquency; (3) our notice of abandonment follows substantially the form in California Code Section 1951.3(d); (4) such notice is given by (i) personal delivery to you, or (ii) first class mail, postage prepaid to your last known address; (5) the lease termination date in that notice is at least 15 days after personal delivery or 18 days after mailing; and (6) such 15 or 18 day notice period has expired without response from you as per California Code Section 1951.3. If we have reason to believe you won't receive the notice at your last known address, we will, at the same time we mail the above notice to your last known address, mail a copy to any other addresses that are known to us where you could reasonably be expected to receive the notice.

Surrender, abandonment, and judicial eviction end your right of possession for all purposes and gives us the immediate right to: clean up, make repairs in, and relet the dwelling; determine any security deposit deductions; and remove property left in the dwelling. Surrender, abandonment, and judicial eviction affect your rights to property left in the dwelling (paragraph 13 (Property Left In Dwelling)), but do not affect our mitigation obligations (paragraph 32 (Default by Resident)).

**Severability, Originals and Attachments, and Signatures**

**54. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

**55. ORIGINALS AND ATTACHMENTS.** This Lease Contract has been executed in multiple originals, with original signatures. We will provide you with a copy of the Lease Contract. Your copy of the Lease Contract may be in paper format, in an electronic format at your request, or sent via e-mail if we have communicated by e-mail about this Lease. Our rules and community policies, if any, will be attached to the Lease Contract and provided to you at signing. When an Inventory and Condition form is completed, you should retain a copy, and we should retain a copy. Any addenda or amendments you sign as a part of executing this Lease Contract are binding and hereby incorporated into and made part of the

Lease Contract between you and us. This lease is the entire agreement between you and us. You acknowledge that you are NOT relying on any oral representations. A copy or scan of this Lease Contract and related addenda, amendments, and agreements may be used for any purpose and shall be treated as an original.

You are legally bound by this document.  
Read it carefully before signing.

Name and address of locator service (if applicable)

Date form is filled out (same as on top of page 1)

03/16/2025

**Name, address and telephone number of Owner or Owner's Agent:**

Santa Clara, CA 95054

Monday - Friday 9am - 6pm

## UTILITY AND SERVICES ADDENDUM



This Utility Addendum is incorporated into the Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated March 16, 2025 between Lafayette CDM Apartments LLC

("We" and/or "we" and/or "us") and Amirsina Torfi, Somayeh Yarahmadi

("You" and/or "you") of Unit No. 371 located at 2333 Calle Del Mundo #371

(street address) in Santa Clara, CA 95054

and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below.

- a) **Water** service to your dwelling will be paid by you either:

☐ directly to the utility service provider; or

☒ water bills will be billed by the service provider to us and then allocated to you based on the following formula: 8

☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.

☐ 3rd party billing company if applicable \_\_\_\_\_

\*\*\*Submetered Water does not apply under this Addendum. Please refer to the Water Submeter Lease Addendum and Water Service Law Additional Information Form for submetered water. The Water Submeter Lease Addendum applies: (1) if your dwelling has a water submeter installed on or after January 1, 2018, and was required to be installed pursuant to a building standard adopted in accordance with Health and Safety Code Section 17922.14, and not exempted per Civil Code 1954.216, or (2) to all dwelling units where submeters are used to charge a tenant separately for water service.

- b) **Sewer** service to your dwelling will be paid by you either:

☐ directly to the utility service provider; or

☒ sewer bills will be billed by the service provider to us and then allocated to you based on the following formula: 8

☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.

☐ 3rd party billing company if applicable \_\_\_\_\_

- c) **Gas** service to your dwelling will be paid by you either:

☐ directly to the utility service provider; or

☒ gas bills will be billed by the service provider to us and then allocated to you based on the following formula: 8

☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.

☐ 3rd party billing company if applicable \_\_\_\_\_

- d) **Trash** service to your dwelling will be paid by you either:

☐ directly to the service provider; or

☒ trash bills will be billed by the service provider to us and then charged to you based on the following formula: 8

☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.

☐ 3rd party billing company if applicable \_\_\_\_\_

- e) **Electric** service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
  - ☐ electric bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - ☐ 3rd party billing company if applicable \_\_\_\_\_
- f) **Stormwater** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
  - ☐ stormwater bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - ☐ 3rd party billing company if applicable \_\_\_\_\_
- g) **Cable TV** service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
  - ☐ cable TV bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - ☐ If flat rate is selected, the flat rate is \$ \_\_\_\_\_ per month.
    - ☐ 3rd party billing company if applicable \_\_\_\_\_
- h) **Master Antenna** service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
  - ☐ master antenna bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - ☐ 3rd party billing company if applicable \_\_\_\_\_
- i) **Internet** service to your dwelling will be paid by you either:
- ☒ directly to the utility service provider; or
  - ☐ internet bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - ☐ 3rd party billing company if applicable \_\_\_\_\_
- j) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
  - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - ☐ 3rd party billing company if applicable \_\_\_\_\_
- k) (Other) \_\_\_\_\_ service to your dwelling will be paid by you either:
- ☐ directly to the utility service provider; or
  - ☐ bills will be billed by the service provider to us and then allocated to you based on the following formula: \_\_\_\_\_
    - ☐ If flat rate is selected, the current flat rate is \$ \_\_\_\_\_ per month.
    - ☐ 3rd party billing company if applicable \_\_\_\_\_

#### METERING/ALLOCATION METHOD KEY

"1" - Sub-metering of all of your water/gas/electric use

"2" - Calculation of your total water use based on sub-metering of hot water

"3" - Calculation of your total water use based on sub-metering of cold water

"4" - Flat rate per month

"5" - Allocation based on the number of persons residing in your dwelling unit

"6" - Allocation based on the number of persons residing in your dwelling unit using a ratio occupancy formula

"7" - Allocation based on square footage of your dwelling unit

"8" - Allocation based on a combination of square footage of your dwelling unit and the number of persons residing in your dwelling unit

"9" - Allocation based on the number of bedrooms in your dwelling unit

"10" - Allocation based on a lawful formula not listed here

(Note: if method "10" is selected, a separate sheet will be attached describing the formula used)

2. Allocation formulas are used when the dwelling unit has no sub-meter. The formula may be based on factors such as, the interior square footage of the dwelling unit, number of bedrooms, number of occupants, number of bathrooms, presence of washing machine, and average water usage for that floor plan. The allocation is an estimate of usage by the resident. If an allocation method is used, we or our billing company will calculate your allocated share of the utilities and services provided and all costs in accordance with state and local statutes. Under any allocation method, Resident may be paying for part of the utility usage in common areas or in other residential units as well as administrative fees. Both Resident and Owner agree that using a calculation or allocation formula as a basis for estimating total utility consumption is fair and reasonable, while recognizing that the allocation method may or may not accurately reflect actual total utility consumption for Resident. Where lawful, we may change the above methods of determining your allocated share of utilities and services and all other billing methods, in our sole discretion, and after providing written notice to you. More detailed descriptions of billing methods, calculations and allocation formulas will be provided upon request.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within \_\_\_\_\_ days of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there are any new account, monthly administrative, late or final bill fees, you shall pay such fees as indicated below.

New Account Fee:	\$_____ (not to exceed \$_____)
Monthly Administrative Billing Fee:	\$_____ (not to exceed \$_____)
Late Fee:	\$_____ (not to exceed \$_____)
Final Bill Fee:	\$_____ (not to exceed \$_____)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the dwelling. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your dwelling and may charge a reasonable administration fee for billing for the utility service in the amount of \$\_\_\_\_\_.
5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.
6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the dwelling unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the dwelling due to such outages, interruptions, or fluctuations.
7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease, this Utility Addendum and at law.
8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.
9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.
10. You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.
11. This Addendum is designed for use in multiple jurisdictions, and no billing method, charge, or fee mentioned herein will be used in any jurisdiction where such use would be unlawful. If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

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Management Kristie Lober

Date 03/21/2025

## BED BUG ADDENDUM

Date: March 16, 2025  
(when this Addendum is filled out)



*Please note: It is our goal to maintain a quality living environment for our residents. To help achieve this goal, it is important to work together to minimize the potential for any bed bugs in your dwelling or surrounding dwellings. This addendum contains important information that outlines your responsibility and potential liability with regard to bed bugs.*

### 1. DWELLING UNIT DESCRIPTION.

Unit No. 371,  
2333 Calle Del Mundo #371  
\_\_\_\_\_  
(street address) in  
Santa Clara  
(city), California, 95054 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 16, 2025  
Owner's name: Lafayette CDM Apartments LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Amirsina Torfi, Somayeh Yarahmadi  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE.** This Addendum modifies the Lease Contract and addresses situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.

### 4. INSPECTION AND INFESTATIONS. BY SIGNING THIS ADDENDUM, YOU REPRESENT THAT:

- YOU HAVE INSPECTED THE DWELLING PRIOR TO MOVING IN, OR PRIOR TO SIGNING THIS ADDENDUM, AND YOU DID NOT FIND ANY EVIDENCE OF BED BUGS OR A BED BUG INFESTATION;

OR

- YOU WILL INSPECT THE DWELLING WITHIN 48 HOURS AFTER MOVING IN, OR WITHIN 48 HOURS AFTER SIGNING THIS ADDENDUM AND WILL NOTIFY US OF ANY BED BUGS OR BED BUG INFESTATIONS.

You agree that you have read the information provided in this Addendum and that you are not aware of any infestation or presence of bed bugs in your current or previous dwellings, furniture, clothing, personal property, or possessions. You also acknowledge that you have fully disclosed to us any previous bed bug infestations or bed bug issues that you have experienced.

If you disclose to us a previous experience with bed bug infestations or other bed bug related issues, we can review documentation of the previous treatment(s) and inspect your personal property and possession to confirm the absence of bed bugs.

### 5. ACCESS FOR INSPECTION AND PEST TREATMENT.

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. Unless otherwise prohibited by law, you are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treat the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

### 6. NOTIFICATION. You must promptly notify us:

- of any known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- if you discover any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source.

**8. RESPONSIBILITIES.** You may be required to pay all reasonable costs of cleaning and pest control treatments incurred by us to treat your dwelling unit for bed bugs. If we confirm the presence or infestation of bed bugs after you vacate your dwelling, you may be responsible for the cost of cleaning and pest control treatments. If we must move other residents in order to treat adjoining or neighboring dwellings to your dwelling unit, you may be liable for payment of any lost rental income and other expenses incurred by us to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other dwellings. If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

**10.SPECIAL PROVISIONS.** The following special provisions control over conflicting special provisions of this printed form:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Resident or Residents**  
(All residents must sign)

*Somayeh Yarahmadi*

**Owner or Owner's Representative**  
*(as agent for and on behalf of Owner)*

**Date of Signing Addendum**

03/21/2025

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## BED BUGS — A Guide for Rental Housing Residents

Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals—their sole food source—the bugs assume a distinctly blood-red hue until digestion is complete.

### **Bed bugs don't discriminate**

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

### **Bed bugs don't transmit disease**

There exists no scientific evidence that bed bugs transmit disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease transmitting pests. Again, claims associating bed bugs with disease are false.

### **Identifying bed bugs**

*Bed bugs can often be found in, around and between:*

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

- Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.
- While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

### **Preventing bed bug encounters when traveling**

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack.

Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

### **Bed bug do's and don'ts**

- **Do not bring used furniture from unknown sources into your dwelling.** Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of second-hand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.
- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- **Do not attempt to treat bed bug infestations.** Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical-based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

### Information about Bed Bugs

**Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

**Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days. Bed bugs can survive for months without feeding.

**Bed bug Bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Common signs and symptoms of a possible bed bug infestation:

- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Please also refer to the Requests, Repairs, and Malfunctions paragraph of your lease.



## MOLD INFORMATION AND PREVENTION ADDENDUM



### 1. DWELLING UNIT DESCRIPTION.

Unit No. 371,  
2333 Calle Del Mundo #371

\_\_\_\_\_  
\_\_\_\_\_  
Santa Clara  
(city), California, 95054 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 16, 2025  
Owner's name: Lafayette CDM Apartments  
LLC

Residents (list all residents):

Amirsina Torfi, Somayeh Yarahmadi

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

### 3. ABOUT MOLD.

Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

### 4. PREVENTING MOLD BEGINS WITH YOU.

In order to minimize the potential for mold growth in your dwelling, you must do the following:

- Keep your dwelling clean—particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines—especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.
- Promptly notify us in writing about any air conditioning or heating system problems you discover, including non-functioning fans or other ventilation systems. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep the thermostat set to automatically circulate air in the event temperatures rise to or above 80 degrees Fahrenheit.

### 5. IN ORDER TO AVOID MOLD GROWTH,

it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;

- Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets—provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

[illegible]

March 16, 2025



**NAA**  
NATIONAL APARTMENT ASSOCIATION  
We Lead The Way Home

**9. MISCELLANEOUS.** If moving out by the new termination date becomes a problem for you, contact us. An extension may be possible if we have not already relet the dwelling unit to a successor resident. We and any successor residents who may be leasing your unit will be relying on your moving out on or before the new termination date. Therefore, you may not hold over beyond such date without our written consent—even if it means you have to make plans for temporary lodging elsewhere. “Default” as used in paragraphs 5(c) and 5(d) of this agreement means default as defined in the Lease Contract. You will continue to be liable for any damages and any sums accruing and unpaid prior to the new termination date.

The penalty payment for early termination includes a rent damage payment equal to two months' rent plus any concessions granted on the lease (rent concessions and/or parking concessions).

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface.

Amirsina Torfi  
Somayeh Yarahmadi

Kristie Lober

March 16, 2025

**CITY OF SANTA CLARA  
ANTI-SMOKING ORDINANCE (8.35.120)  
NO-SMOKING ADDENDUM**



Date: March 16, 2025  
(when this Addendum is filled out)

*All use of any tobacco product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the Community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.*

**1. DWELLING UNIT DESCRIPTION.**

Unit No. 371  
2333 Calle Del Mundo #371  
\_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
Santa Clara  
(city), California, 95054 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract date: March 16, 2025  
Owner's name: Lafayette CDM Apartments LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Amirsina Torfi, Somayeh Yarahmadi  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. DEFINITION OF SMOKING.** Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus *Nicotiana* or the species *N. tabacum* which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons, and include, but are not limited to, marijuana.

**4. SANTA CLARA ANTI-SMOKING ORDINANCE 8.35.120 MULTIUNIT RESIDENCES.**

- (a) Beginning August 1, 2019, smoking is prohibited and no person shall smoke inside any new or existing unit of a multiunit residence, in any enclosed or unenclosed common area of a multiunit residence, or within a reasonable distance of any operable doorway, window, opening, or vent of a multiunit residence.
- (b) Smoking is prohibited in multiunit residences as provided in subsection (a) of this section, except that a person with legal control over a common area, or authorized representative, may designate a portion of the common area as a designated smoking area; provided, that at all times the designated smoking area complies with subsection (c) of this section.
- (c) **Designated Smoking Areas in Multiunit Residences.** A designated smoking area shall:
- (1) Be located in an unenclosed and clearly delineated area totaling not more than ten percent of the total unenclosed area of the multiunit residence for which it is designated;
  - (2) Be located at least a reasonable distance away from any operable doorway, window, opening, or other vent into an enclosed area. This requirement is not limited to the doors, windows, openings or other vents in the same multiunit residence. Rather, it is intended to apply to any doors, windows, openings, or other vents within the reasonable distance radius, whether on the same property or otherwise;
  - (3) Have receptacles designed for and primarily used for disposal of tobacco waste and that are maintained free of tobacco-related litter including, but not limited to, cigarette butts;
  - (4) Be at least a reasonable distance from, and shall not include, unenclosed areas primarily used by children or that facilitate physical activity, including, for example, playgrounds, parks, swimming pools, and school campuses.
- (d) **Common Areas Free from Smoking Waste.** Persons with legal control over common areas in multiunit residences, and their authorized representatives, shall ensure that all common areas except those meeting the requirements of subsection (c) of this section remain free of smoking and tobacco waste, and ash trays, ash cans, or other receptacles designed for or primarily used for disposal of smoking and tobacco waste.

- (e) **Signage.** "No smoking" signs shall be posted as required by SCCC 8.35.070 of this chapter, but are not required inside any unit of a multiunit residence. Signs shall be maintained by the person or persons with legal control over the common areas or the authorized representative of such person.
- (f) **Lease Terms.** Every lease or other rental agreement for the occupancy of a new or existing unit in a multiunit residence entered into, renewed, or continued month-to-month after the effective date of the ordinance codified in this chapter shall include the following:
  - (1) A true and correct copy of the full text of this chapter.
  - (2) A description of and/or image depicting the location(s) of any designated smoking area(s) on the property, if any.
  - (3) A clause expressly conveying third-party beneficiary status to all occupants of residences or residence units within reasonable distance, as to the smoking provisions of the lease or other rental agreement, such that an aggrieved third-party beneficiary may institute a private civil action as against violator(s) to enforce the provisions of this chapter.
- (g) Whether or not a landlord complies with subsection (f) of this section, the clauses required by that subsection shall be implied and incorporated by law into every agreement to which subsection (f) of this section applies and shall become effective as of the earliest possible date on which the landlord could have made the insertions pursuant to subsection (f) of this section.
- (h) This chapter shall not create additional liability for a landlord to any person for a tenant's breach of any smoking provision in a lease or other rental agreement for the occupancy of a unit in a multiunit residence if the landlord has fully complied with the provisions of this chapter, except as otherwise allowed by applicable State law.
- (i) The prohibitions contained in this section do not apply to a person who is smoking while actively passing on the way to another destination. (Ord. 1996 § 1, 2-5-19).

**8.35.130 Possession of tobacco by persons under twenty-one (21) years of age.** It shall be unlawful for persons under the age of twenty-one (21) years to possess tobacco or tobacco products (including electronic smoking devices and e-liquids whether or not they contain nicotine or tobacco), as defined in Penal Code Section 308 and Business and Professions Code Section 22950.5, in the City of Santa Clara. This section shall not apply to active duty military personnel of at least eighteen (18) years of age. (Ord. 1996 § 1, 2-5-19).

**8.35.140 Smoking of cannabis.** It shall be unlawful for persons to smoke cannabis wherever the smoking of tobacco is prohibited under this chapter and/or State law. (Ord. 1996 § 1, 2-5-19).

## 5. SMOKING OUTSIDE BUILDINGS OF THE COMMUNITY.

Smoking is permitted only in specially designated areas outside the buildings of the Community. Smoking must be at least 25 feet from the buildings in the Community, including administrative office buildings. If the previous field is not completed, smoking is only permitted at least 25 feet from the buildings in the Community, including administrative office buildings. The smoking-permissible areas are marked by signage.

Smoking on balconies, patios, and limited common areas attached to or outside of your dwelling is not permitted.

The following outside areas of the Community may be used for smoking: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the dwellings or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

## 6. YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING.

You are responsible for payment of all costs and damages to your dwelling, other residents' dwellings, or any other portion of the Community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this Addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the dwelling or building is in excess of normal wear and tear in our smoke free Community.

## 7. YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS.

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their dwellings, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

**11. THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT.** Although we prohibit smoking in all interior parts of the Community, there is no warranty or guaranty of any kind that your dwelling or the Community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our no-smoking policy before we are obligated to investigate and act, and you must thereafter cooperate with us in prosecution of such violations.

**12.SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Owner or Owner's Representative**  
*(as agent for and on behalf of Owner)*

Kristie Lober

**CITY OF SANTA CLARA CITY CODE**  
**Chapter 8.35 – SMOKING AND TOBACCO REGULATIONS**

**8.35.010 Purpose.**

The purposes of this chapter are:

- (a) To protect public health, safety, and general welfare by prohibiting smoking in various specific locations, as set forth in this chapter;
- (b) To reduce litter, wastes and pollution; and
- (c) To reduce exposure to second-hand smoke, which has been shown to cause negative health effects.

The provisions of this Chapter shall not apply to any establishment regulated under SCCC Chapter 8.37 ("Smoking Lounges") or to those areas designated under SCCC 9.05.160(o).

**8.35.020 Definitions.**

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section.

- (a) "Employee" means any natural person who is employed by any employer in consideration for direct or indirect monetary wages or profits, including but not limited to temporary, permanent, part-time, and full-time employees and independent contractors, as defined under applicable law.
- (b) "Employer" means any person, as defined in this section, who employs the services of one or more persons.
- (c) "Enclosed" means closed in by a permanent roof and the exterior walls with appropriate openings for ingress, egress, and ventilation.
- (d) "Hotel" means hotel, motel, motor inn, bed and breakfast, boarding house, and other similar establishments in which the operator has the status of an innkeeper.
- (e) "Multi-unit residence" means property containing two or more attached units, except the following, which are specifically excluded:
  - (1) A campground;
  - (2) A hotel or motel satisfying the requirements of State and local law;
  - (3) A single-family home; and
  - (4) A single-family home with a detached or attached in-law or second unit.
- (f) "Open air dining area" means any portion of an eating establishment that contains seating for members of the public, including streets and sidewalks, to consume food or drink in an area which is out-of-doors, covered, or otherwise outside the confines of the interior premises.
- (g) "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, municipal corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.
- (h) "Place of employment" means any area under the control of a public or private employer that employees normally frequent during the course of employment, including, but not limited to, offices, work areas, hallways, lobbies, employee lounges, conference rooms, employee cafeterias, locker rooms, dressing areas, or eating places. A private

residence is not a place of employment for purposes of this chapter, unless it is used as a child care facility, health care facility, or community care facility.

- (i) "Public parks" means any park, playground, swimming pool, recreation center or any other area in the City, owned and used by the City, and devoted to active or passive recreation.
- (j) "Reasonable distance" means a distance of thirty (30) feet in any direction.
- (k) "Smoking" means the carrying or holding of a lighted pipe, cigar, or cigarette of any kind, including any type of electronic and/or battery operated cigarette or vaporizer device (regardless of product name or descriptor), the use of which may resemble smoking, which can be used to deliver an inhaled dose of tobacco, nicotine or other substances.
- (l) "Sports arena" means sports pavilions, gymnasiums, health spas, boxing arenas, swimming pools, roller and ice rinks, bowling alleys, pool halls, and other similar places where members of the public assemble indoors to engage in physical exercise, participate in athletic competition, or witness sports events.
- (m) "Service area" means any publicly or privately owned enclosed or unenclosed area, including streets and sidewalks, that is designed to be used by one or more persons to receive a service, wait to receive a service, or to make a transaction, whether or not the service or transaction includes the exchange of money. The term "service area" includes, but is not limited to, areas including or within reasonable distance of information kiosks, automatic teller machines (ATMs), ticket lines, transit stops or shelters, mobile vendor lines, and taxi lines.
- (n) "Unenclosed" means any area that is not an enclosed area.
- (o) "Unit" means a personal dwelling space, even where lacking cooking facilities or private plumbing facilities, and includes any associated exclusive-use enclosed area or unenclosed area, such as, for example, a private balcony, porch, deck, or patio. "Unit" includes, but is not limited to, an apartment; a condominium; a townhouse; a room in a long-term health care facility, assisted living facility, or hospital; a hotel or motel room; a room in a single room occupancy ("SRO") facility; or a room in a homeless shelter.

**8.35.030 Application to City-owned facilities.**

All facilities owned and controlled by the City, including but not limited to jails, cafeterias, libraries, public parks, offices, and any council, board, commission, and agency meeting area shall be subject to the provisions of this chapter.

**8.35.040 Prohibition of smoking in enclosed public places and places of employment.**

Except as otherwise provided in SCCC 8.35.060, smoking shall be prohibited in all enclosed public places and places of employment within the City of Santa Clara, including but not limited to, the following places. The use of the phrase "public place" in this chapter is

intended to be expansive. The following examples are illustrative of places deemed public for purposes of this chapter. The prohibition in this chapter is not limited to the list of examples.

- (a) Elevators.
- (b) Restrooms.
- (c) Service lines.
- (d) Laundromats.
- (e) Retail stores and all areas in shopping malls inside and outside of retail stores, restaurants, bars, restrooms, and offices.
- (f) Areas available to or open to and customarily used by the general public in all business and nonprofit entities, including, but not limited to, offices (such as the offices of attorneys, doctors, accountants, other professionals, and service providers) and banks.
- (g) Restaurants.
- (h) Hotels.
- (i) Aquariums, amusement parks, galleries, libraries, arcades, or museums when open to the public.
- (j) Facilities that are primarily used as theaters, auditoriums, or halls; or that are used for exhibiting motion pictures, stage dramas, musical performances, ballets, lectures, debates, or other similar performances, except when smoking is part of any such performance.
- (k) Waiting rooms, hallways, wards, and rooms and offices of health facilities, including but not limited to, hospitals, clinics, physical therapy facilities, doctors' offices, and dentists' offices.
- (l) Sports arenas, convention halls, banquet rooms, and meeting rooms.
- (m) Retail food marketing establishments, including grocery stores, convenience stores, warehouse stores, and supermarkets.
- (n) Rooms, chambers, places of meeting or public assembly, including, but not limited to, school buildings under the control of any board, council, commission, committee (including joint committees), or agencies of the City, or any political subdivision of the State during such time as a public meeting is in progress, to the extent that such place is subject to the jurisdiction of the City.
- (o) Lobbies, hallways, and other common areas in apartment buildings, condominiums, senior citizen residences, nursing homes, and other multiple-unit residential facilities.
- (p) Lobbies, hallways, and other common areas in multiple-unit commercial facilities.
- (q) Polling places.
- (r) Private clubs.

**8.35.045 Prohibition of smoking in open air dining areas.** Smoking is prohibited in all open air dining areas located on private or public property, including the public right-of-way. In addition, smoking is prohibited within reasonable distance of an open air dining area, except while actively passing on the way to another destination.

**8.35.048 Prohibition of smoking in unenclosed public areas.** Except as otherwise provided in SCCC 8.35.060, smoking shall be prohibited in all unenclosed public places within the City of Santa Clara, including but not limited to, the following places. The use of the phrase "public place" in this chapter is intended to be expansive. The following examples are illustrative of places deemed public for purposes of this chapter. The prohibition in this chapter is not limited to the list of examples.

- (a) Public parks.
- (b) Service areas.
- (c) Public places, when being used for a public event, including a farmer's market, parade, craft fair, concert, or any event which may be open to or attended by the general public, except that smoking is permitted on streets and sidewalks being used in a traditional capacity as pedestrian or vehicular thoroughfares, unless otherwise prohibited by law.
- (d) Reasonable distance from any operable doorway, window opening, or vent into an enclosed area in which smoking is prohibited, except while the person smoking is actively passing on the way to another destination and provided smoke does not enter any enclosed area in which smoking is prohibited.
- (e) Reasonable distance from any unenclosed areas in which smoking is prohibited, except while the person smoking is actively passing on the way to another destination and provided smoke does not enter any unenclosed area in which smoking is prohibited.

**8.35.050 Smoking policy in places of employment.**

- (a) Within ninety (90) days of the effective date of the ordinance codified in this chapter, each employer located within the City of Santa Clara shall adopt, implement, make known, and maintain a written smoking policy that shall contain the following requirements: Except as set forth in SCCC 8.35.060, smoking shall be prohibited in all enclosed facilities within a place of employment. This includes common work areas, auditoriums, classrooms, conference and meeting rooms, private offices, elevators, hallways, medical facilities, cafeterias, employee lounges, stairs, restrooms, locker rooms, dressing areas, and all other enclosed facilities. In addition, smoking shall be prohibited in unenclosed areas of employment, such as open area air dining areas, public parks, service areas, and public places when being used for a public event.
- (b) The smoking policy shall be communicated to all employees within three weeks of its adoption.
- (c) All employers shall comply with the provisions of this section and shall be responsible for implementation of its provisions in their place(s) of employment.
- (d) "No Smoking" signs shall be conspicuously posted at building entrances and in employee lounges, restrooms, locker rooms, dressing areas, cafeterias, and lunchrooms. The minimum size of signs posted under this section shall be six inches by four inches.

- (e) All employers shall supply a written copy of the smoking policy to all employees.
- (f) Places of employment exempt from the prohibition on smoking in SCCC 8.35.060 shall also be exempt from this section.

#### **8.35.060 Smoking-optional areas.**

- (a) Notwithstanding any other provision of this chapter, the following areas shall not be subject to the smoking restrictions of this chapter, unless smoking or the use of combustible materials is otherwise regulated by the City Code or any other provision of law or regulation:
  - (1) Private residences, except when used as a child care facility, health care facility, or community care facility. If the private residence is within a multi-unit residence, then the residence is subject to the provisions of 8.35.120.
  - (2) Smoking-optional hotel rooms rented to guests, which shall not include meeting and banquet facilities. Hotels shall reserve and maintain no less than eighty percent (80%) of the enclosed areas of the guest rooms as smoke-free rooms.
  - (3) Retail or wholesale stores that deal exclusively in the sale of tobacco and smoking paraphernalia. (Insignificant sales of non-tobacco items shall not disqualify a retail store under this provision.)
  - (4) Vehicles, except as otherwise limited under applicable law.
  - (5) Enclosed areas, while bingo games are being conducted pursuant to Penal Code Section 326.5 and with a valid conditional use permit; provided, that: (i) no person under the age of twenty-one (21) years is present on the premises; (ii) physically separate smoke-free room(s) are provided to patrons, and (iii) a separate ventilation system is provided for the smoke-free room(s), and (iv) the location and operation do not constitute a "place of employment" under applicable state law. The operator of a bingo game shall comply with the requirements of this chapter within six months of the effective date of the ordinance codified in this chapter.
- (b) Notwithstanding any other provision of this chapter, any owner, operator, manager, or other person who controls any property may prohibit smoking within the entire property or portion of the property.

**8.35.070 Placement of signs.** "No Smoking" signs or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) shall be clearly, sufficiently, and conspicuously posted in every building, as well as on entrances at eye level, or other places where smoking is prohibited by this chapter, by the owner, operator, manager, or other person having control of such building or other place. The minimum size of signs posted under this section shall be six inches by four inches.

#### **8.35.080 Enforcement.**

- (a) Notice of these regulations shall be given to all applicants for a business license.
- (b) The City Manager or his/her designee shall require, while a premises or establishment is undergoing otherwise mandated inspections or certification from the owner, manager, operator, or other person having control of such establishment, that all requirements of this chapter have been complied with, including but not limited to the requirements of SCCC 8.35.050 and 8.35.070.
- (c) Owners, operators, property managers, and officers of homeowners' associations for residential properties, whether rental or owner-occupied, are required to post signs, provide notice to residents or tenants or their guests of the requirements of the law prohibiting smoking, and give written notice to violator(s) of this chapter that the violator(s) actions are in violation of the law prohibiting smoking. If the owners, operators, property managers, and officers of homeowners' associations for residential properties have satisfied these requirements, they shall not be responsible for violations of the requirements of this chapter by tenants or residents, or guests of tenants or residents.
- (d) Owners, operators, and property managers of commercial rental properties shall not be responsible for violations of the requirements of this chapter by tenants, or the guests of tenants, if they have posted signs in accordance with the provisions of this section and have given written notice to violator(s) of this chapter that the violator(s)' actions are in violation of the law prohibiting smoking.
- (e) An owner, operator, or manager ("owner") of a commercial establishment shall not be responsible for violations of this chapter within an area under owner's control, by a patron or other member of the public ("patron"); provided, that the owner:
  - (1) has posted signs in accordance with this chapter;
  - (2) has verbally asked the patron not to smoke; and
  - (3) has warned the patron that his/her actions may be a violation of the law prohibiting smoking.

This limitation shall not limit the liability of an employer for the actions of employees in places of employment, or any other violation of this chapter by the employer.

- (f) A private citizen may bring civil action to enforce the provisions of this chapter.
  - (1) In the event a third party beneficiary to a lease agreement described in Section 8.35.120 wishes to avail him or herself of the private right of action provided thereunder, he or she must first provide written notice of the violation to both the violating party and the property owner or manager, by certified mail, and provide them with 60 days within which to cure the violation (i.e. cease the violating behavior, terminate the violating tenant, etc.). Satisfaction of this notice requirement shall be a prerequisite to initiation of the civil action. Presentation of proof that the violation has been fully cured shall be sufficient to except the recipient of such a notice from liability.

- (2) Proof of satisfaction of paragraph (c) or (d) of this Section is sufficient to except the property owner, operator or manager from liability, except as otherwise allowed by applicable state law.
- (g) Enforcement of this chapter may be accomplished by the City, in the exercise of its prosecutorial discretion, in any manner authorized by the chapter or by any other law, including but not limited to issuance of criminal citations, civil penalties or administrative penalties, as under SCCC 1.05.070.
- 8.35.090 Nonretaliation.**  
No person or employer shall discharge, refuse to hire on, or in any manner retaliate against any employee or applicant for employment because such employee or applicant makes a complaint regarding violation of this Chapter or exercises any rights granted to him or her under this Chapter. No person or landlord shall terminate a tenancy, or modify the terms of the tenancy, or in any manner retaliate against any tenant because such tenant makes a complaint regarding violation of this Chapter or exercises any rights granted to him or her under this Chapter.
- 8.35.110 Other applicable laws.**  
This chapter shall not be interpreted or construed to permit smoking where it is otherwise restricted by any other applicable laws.
- 8.35.120 Multi-unit residences.**
- (a) Beginning August 1, 2019, smoking is prohibited and no person shall smoke inside any new or existing unit of a multi-unit residence, in any enclosed or unenclosed common area of a multi-unit residence, or within a reasonable distance of any operable doorway, window, opening, or vent of a multi-unit residence.
- (b) Smoking is prohibited in multi-unit residences as provided in subsection (a), except that a person with legal control over a common area, or authorized representative, may designate a portion of the common area as a designated smoking area provided that at all times the designated smoking area complies with subsection (c) below.
- (c) Designated Smoking Areas in Multi-Unit Residences.** A designated smoking area shall:
- (1) Be located in an unenclosed and clearly delineated area totaling not more than ten percent of the total unenclosed area of the multi-unit residence for which it is designated;
  - (2) Be located at least a reasonable distance away from any operable doorway, window, opening, or other vent into an enclosed area. This requirement is not limited to the doors, windows, openings or other vents in the same multi-unit residence. Rather, it is intended to apply to any doors, windows, openings, or other vents within the reasonable distance radius, whether on the same property or otherwise;
  - (3) Have receptacles designed for and primarily used for disposal of tobacco waste and that are maintained free of tobacco related litter including, but not limited to, cigarette butts;
- (4) Be at least a reasonable distance from and shall not include, unenclosed areas primarily used by children or that facilitate physical activity, including, for example, playgrounds, parks, swimming pools, and school campuses.
- (d) Common Areas Free from Smoking Waste.**  
Persons with legal control over common areas in multi-unit residences, and their authorized representatives, shall ensure that all common areas except those meeting the requirements of subsection (c) remain free of smoking and tobacco waste, and ash trays, ash cans, or other receptacles designed for or primarily used for disposal of smoking and tobacco waste.
- (e) Signage.** No smoking signs shall be posted as required by Section 8.35.070 of this chapter, but are not required inside any unit of a multi-unit residence. Signs shall be maintained by the person or persons with legal control over the common areas or the authorized representative of such person.
- (f) Lease Terms.** Every lease or other rental agreement for the occupancy of a new or existing unit in a multi-unit residence entered into, renewed, or continued month-to-month after the effective date of this ordinance shall include the following:
- (1) A true and correct copy of the full text of this Chapter.
  - (2) A description of and/or image depicting the location(s) of any designated smoking area(s) on the property, if any.
  - (3) A clause expressly conveying third-party beneficiary status to all occupants of residences or residence units within reasonable distance, as to the smoking provisions of the lease or other rental agreement, such that an aggrieved third party beneficiary may institute a private civil action as against violator(s) to enforce the provisions of this Chapter.
- (g) Whether or not a landlord complies with subsection (f), the clauses required by that subsection shall be implied and incorporated by law into every agreement to which subsection (f) applies and shall become effective as of the earliest possible date on which the landlord could have made the insertions pursuant to subsection (f).
- (h) This chapter shall not create additional liability for a landlord to any person for a tenant's breach of any smoking provision in a lease or other rental agreement for the occupancy of a unit in a multi-unit residence if the landlord has fully complied with the provisions of this Chapter, except as otherwise allowed by applicable state law.
- (i) The prohibitions contained in this Section do not apply to a person who is smoking while actively passing on the way to another destination.

**8.35.130 Possession of Tobacco by Persons Under 21 Years of Age.** It shall be unlawful for persons under the age of twenty-one (21) years to possess tobacco or tobacco products (including electronic smoking devices and e-liquids whether or not they contain nicotine or tobacco), as defined in Penal Code §308 and Business and Professions Code §22950.5, in the City of Santa Clara. This section shall not apply to active duty military personnel of at least 18 years of age.

**8.35.140 Smoking of Cannabis.**

It shall be unlawful for persons to smoke cannabis wherever the smoking of tobacco is prohibited under this Chapter and/or State Law.

**Resident or Residents**

*(All residents must sign here)*

*Amirsina Torfi*

*Somayeh Yarahmadi*

**Owner or Owner's Representative**

*(as agent for and on behalf of Owner)*

*Kristie Lober*





## CRIME/DRUG FREE HOUSING ADDENDUM



### 1. DWELLING UNIT DESCRIPTION.

Unit No. 371,  
2333 Calle Del Mundo #371

(street address) in  
Santa Clara  
(city), California, 95054 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 16, 2025

Owner's name: Lafayette CDM Apartments  
LLC

Residents *(list all residents)*:

Amirsina Torfi, Somayeh Yarahmadi

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

3. **ADDENDUM APPLICABILITY.** In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the above-mentioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

4. **CRIME/DRUG FREE HOUSING.** Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

1. Engaging in any act intended to facilitate any type of criminal activity.

2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.

3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of California and/or the Federal Controlled Substances Act.

4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this rental agreement.)

5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.

6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.

7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.

8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. **AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY.** A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

5. **CRIMINAL CONVICTION NOT REQUIRED.** Unless otherwise provided by law, proof of violation of any criminal law shall not require a criminal conviction.

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Amirsina Torfi  
Somayeh Yarahmadi

03/16/2025

03/16/2025

Kristie Lober

03/21/2025



Animal's name: \_\_\_\_\_  
Type: \_\_\_\_\_  
Breed: \_\_\_\_\_  
Color: \_\_\_\_\_  
Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
City of license: \_\_\_\_\_  
License no.: \_\_\_\_\_  
Date of last rabies shot: \_\_\_\_\_  
Housebroken? \_\_\_\_\_  
Animal owner's name: \_\_\_\_\_

\$500.00 pet deposit is required.  
Owner must clean up after the  
animal. Approved pets are only  
allowed in designated pet amenity  
areas, such as the pet park, pet  
run and washing station.

Doctor: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and support animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- Inside, the animal may urinate or defecate *only* in these designated areas:

- Outside, the animal may urinate or defecate *only* in these designated areas: \_\_\_\_\_

- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.

- You must not let an animal other than support animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.

- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use. In all cases, your animal must be fed and its food stored in a way that does not attract pets or other animals, or otherwise damages the premises.

- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.

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**10. ADDITIONAL RULES.** We have the right to make reasonable changes to the animal rules from time to time if we distribute a written copy of any changes to every resident who is allowed to have animals.

**11. VIOLATION OF RULES.** If you, your guest, or any occupant violates any rule or provision of this Animal Addendum (based upon our judgment) and we give you written notice, you must permanently remove the animal from the premises within the time period specified in our notice. We also have all other rights and remedies set forth in the Lease Contract, including damages, eviction, and attorney's fees to the extent allowed by law.

**12. COMPLAINTS ABOUT ANIMAL.** You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

**13. LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.** You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand.

As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

**14. MOVE-OUT.** When you move out, you'll pay for necessary defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there.

**15. JOINT AND SEVERAL RESPONSIBILITY.** Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

**16. GENERAL.** You acknowledge that no other oral or written agreement exists regarding animals. Except for written rule changes under paragraph 10 above, our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us.

**This is a binding legal document. Read it carefully before signing.**

**Resident or Residents**  
(All resident's must sign)

Amirsina Torfi

Somayeh Yarahmadi

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Owner or Owner's Representative**  
(as agent for and on behalf of Owner)

Kristie Lober

\_\_\_\_\_

**Date of Signing Addendum**

03/21/2025

\_\_\_\_\_



## PACKAGE ACCEPTANCE ADDENDUM



### 1. DWELLING UNIT DESCRIPTION.

Unit No. 371,  
2333 Calle Del Mundo #371  
\_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
Santa Clara  
(city), California, 95054 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 16, 2025  
Owner's name: Lafayette CDM Apartments LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Amirsina Torfi, Somayeh Yarahmadi  
\_\_\_\_\_  
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This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

### 3. PURPOSE OF ADDENDUM.

By signing this Addendum, you wish for us to sign for, and to accept, U.S. mail and privately-delivered packages or other items on your behalf, subject to the terms and conditions set forth herein.

### 4. PACKAGE ACCEPTANCE.

**A. Generally.** You hereby authorize us and our agent to accept, on your behalf, any package or item delivered to our on-site management office during disclosed business hours, including but not limited to any package delivered by the U.S. Postal Service or by any private courier service or individual. You also specifically authorize us to sign on your behalf if the person or entity delivering said package or item requires an adult signature prior to delivery, including but not limited to the delivery of certified or registered mail. A photo I.D. is required before any packages will be released. Packages will only be released to verified Residents or approved representatives.

**B. Limitations.** You understand and agree that we may refuse to accept any package for any reason or no reason at all.

**5. TIME LIMITATION.** Due to limited storage space, we must ask that you pick up your package as soon as possible. You also agree that we shall have no duty whatsoever to hold or store any package for more than 3 days after receipt (accordingly, you should notify the management office if you are going to be away from the dwelling unit and expect to be receiving a package(s)). After said time, you agree that any such package is deemed abandoned and you authorize us to return the package to its original sender.

### 6. DUTY OF CARE, INDEMNIFICATION, ASSUMPTION OF RISKS AND WAIVER.

As to any package for which we sign and/or receive on your behalf, you understand and agree that we have no duty to notify you of our receipt of such package, nor do we have any duty to maintain, protect, or deliver said package to you, nor do we have any duty to make said package available to you outside disclosed business hours. Any packages or personal property delivered to us or stored by us shall be at your sole risk, and you assume all risks whatsoever associated with any loss or damage to your packages and personal property. You, your guests, family, invitees, and agents hereby waive any and all claims against us or our agents of any nature regarding or relating to any package or item received by us, including but not limited to, claims for theft, misplacing or damaging any such package, except in the event of our or our agent's gross negligence or willful misconduct. You also agree to defend and indemnify us and our agents and hold us both harmless from any and all claims that may be brought by any third party relating to any injury sustained relating to or arising from any package that we received on your behalf. You also agree to indemnify us and our agents and hold us harmless from any damage caused to us or our agents by any package received by us for you. You also authorize us to throw away or otherwise dispose of any package that we, in our sole discretion, deem to be dangerous, noxious, or in the case of packaged food, spoiled, and waive any claim whatsoever resulting from such disposal. We are not responsible for the acceptance or receipt of any mail, messages, or packages left at the entrances to the dwelling or elsewhere on the property, or for any loss or damage to those items or any other material that is delivered to the property without being presented to or received by one of our agents or employees.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface. There is no handwriting or other markings on the paper.

# PHOTO, VIDEO, AND STATEMENT RELEASE ADDENDUM



## 1. DWELLING UNIT DESCRIPTION.

Unit No. 371,  
2333 Calle Del Mundo #371

\_\_\_\_\_  
(street address) in  
Santa Clara  
(city), California, 95054 (zip code).

## 2. LEASE CONTRACT DESCRIPTION.

Lease Contract date: March 16, 2025  
Owner's name: Lafayette CDM Apartments  
LLC

Residents (list all residents):

Amirsina Torfi, Somayeh Yarahmadi

Occupants (list all occupants):

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

## 3. PURPOSE OF ADDENDUM. By signing this Addendum, you, without payment or other consideration, agree to grant us permission to use your likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum,

photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

A. CONSENT FOR MINOR OCCUPANTS. By signing this Addendum, if any minor occupants are named above, you further certify that you are the parent, or legal guardian of the minor occupant(s) named above, and you, without payment or other consideration, agree to grant us permission to use their likeness in photographs, videos and/or other electronic and/or digital reproductions, including voice, in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. For purposes of this addendum, photographs, videos, written comments, statements, and other digital reproductions will hereinafter be collectively referred to as "media."

4. PHOTO AND VIDEO RELEASE. You hereby grant us and our agents and affiliates (collectively, the "Released Parties") permission and a license to take, use, reuse, and publish the likeness of you and any minor occupants in all photographs or other electronic and/or digital media in any and all of our publications, including, without limitation, any website entries, advertising websites, and any other marketing materials. You understand and agree that these materials will become the property of the Released Parties and will not be returned. You agree to irrevocably authorize the Released Parties to edit, alter, copy, exhibit, publish, or distribute this media for any lawful purpose whatsoever including, without limitation, promotional and advertising uses. You waive the right to inspect or approve the finished product, including any written or electronic copy, wherein your likeness appears now or in the future. In addition, you waive any right to payment, royalties, or any other compensation arising or related to the use of the media.

5. CONSENT TO USE YOUR NAME, LIKENESS, WRITTEN COMMENTS, AND STATEMENTS. You are expressly agreeing to allow us to post your name, picture, or use your voice, written comments, and statements, and/or the names, pictures, written comments and statements of any minor occupants in any and all of our publications, including, without limitation, any website entries, advertising websites, social media websites, and any other marketing materials. You hereby grant the Released Parties permission and a license to use, reproduce, and publish any media on its website, social media platforms, or in other marketing-related materials, whether in electronic or print form.

**7. REVOCATION.** You have the right to revoke your consent to our use of your name, picture, video, voice, written comments, or statement, and/or the name, picture, video, voice, written comments, or statement of any minor occupants, by written notice to us.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on its right side, suggesting it's resting on a surface. There is no handwriting or other markings on the paper.

Amirsina Torfi  
Somayeh Yarahmadi

Kristie Lober

03/21/2025

**CALIFORNIA PROPOSITION 65 ADDENDUM  
SAFE DRINKING WATER AND TOXIC ENFORCEMENT ACT OF 1986**



This Addendum is incorporated into the Lease Contract (referred to in this Addendum as "Lease Contract" or "Lease") dated March 16, 2025 between Lafayette CDM Apartments LLC

("We" and/or "we" and/or "us") and Amirsina Torfi, Somayeh Yarahmadi

("You" and/or "you") of Unit No. 371 located at 2333 Calle Del Mundo #371

(street address) in Santa Clara (city), California, 95054 (zip code), and is in addition to all terms and conditions in the Lease. This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**Purpose.** Proposition 65 requires businesses to provide warnings to Californians about significant exposures to chemicals that cause cancer, birth defects or other reproductive harm. Proposition 65 also protects California's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm ([www.p65warnings.ca.gov/](http://www.p65warnings.ca.gov/)).

**You may be exposed to the following carcinogens and/or reproductive toxicants at this property [check all that apply]:**

☐ **Asbestos**

**⚠ WARNING:** Asbestos-containing materials, including some ceiling coatings on this property can, if damaged or disturbed, expose you to asbestos, which is known to the State of California to cause cancer. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).

☐ **Lead Paint**

**⚠ WARNING:** Paint chips and dust from lead-containing paint on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).

☐ **Lead Plumbing**

**⚠ WARNING:** Use of lead-containing plumbing materials on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).

☐ **Designated Smoking Areas**










**⚠ WARNING:** Breathing the air in this smoking area can expose you to chemicals including tobacco smoke and nicotine, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in this area longer than necessary. For more information go to [www.P65Warnings.ca.gov/smoking-areas](http://www.P65Warnings.ca.gov/smoking-areas).

☐ **Fire Places or Unvented Gas Space Heaters**


**⚠ WARNING:** Fireplaces or unvented gas space heaters on this property can expose you to carbon monoxide, which is known to the State of California to cause birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).

☐ **Enclosed Parking Facility**


**⚠ WARNING:** Breathing the air in this parking garage can expose you to chemicals including carbon monoxide and gasoline or diesel engine exhaust, which are known to the State of California to cause cancer and birth defects or other reproductive harm. Do not stay in this area longer than necessary. For more information go to [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).

- ☐ **Imported Vinyl Miniblinds Manufactured prior to 1997**  
 **WARNING:** Imported vinyl miniblinds manufactured prior to 1997 on this property can expose you to lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).
- ☐ **Building Materials Containing Urea-Formaldehyde Resins**  
 **WARNING:** Building materials containing urea-formaldehyde resins, such as insulation, pressed wood materials, finishes, or adhesives, on this property can expose you to formaldehyde, which is known to the State of California to cause cancer. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).
- ☐ **Pesticide - Resmethrin**  
 **WARNING:** Pesticides used on this property can expose you to resmethrin, which is known to the State of California to cause cancer and birth defects or other reproductive harm. Talk to your landlord or the building manager about how and when you could be exposed to this chemical in your building. For additional information go to [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).
- ☐ **Landscaping and Weed Control**  
 **WARNING:** Landscaping and weed control activities on this property can expose you to chemicals including glyphosate (also known as Round Up) which is known to the State of California to cause cancer. Talk to your landlord or the building owner about how and when you could be exposed to these chemicals in your building. For additional information go to [www.P65Warnings.ca.gov/apartments](http://www.P65Warnings.ca.gov/apartments).
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**Resident(s)**  
*(All residents must sign)*

*Amirsina Torfi*

*Somayeh Yarahmadi*

**Owner or Owner's Representative**  
*(as agent for and on behalf of Owner)*

*Kristie Lober*

**Date of Lease Contract**

**March 16, 2025**





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Amirssina Tonfi

Somayeh Yarahmadi

Kristie Lober

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03/21/2025



# Information on Dampness and Mold for Renters in California

## Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



Beginning January 1, 2022, residential landlords shall provide this booklet to prospective residential tenants prior to entering the rental or lease agreement, in accordance with the 2001 Toxic Mold Protection Act (HSC #26148). This booklet, which explains the potential health risks and health impacts that may result from exposure to mold, was produced by the California Department of Public Health (CDPH) in 2020, in both English and Spanish versions.

# Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

# Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- **visible mold** (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- **mold odor**, noticed as an earthy, musty, or moldy smell
- **visible water damage**, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- **damp or moist materials**, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is *why CDPH does not recommend testing for mold, such as measuring mold spores in the air.*



## Causes of Building Dampness that Can Allow Mold to Grow

The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

### Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

### Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout



## Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is *substandard* and the property owner must fix the conditions. The Code excludes mold that is “minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use.”

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

## Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

1. Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions – for instance, not using available bathroom ventilation during showers.
3. If the local inspector determines there is a violation, they can require the property owner to correct the problem.

## Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see [www.cdph.ca.gov/iaq/mold](http://www.cdph.ca.gov/iaq/mold). To see an animated video series, Mold in the Home, visit [www.cdph.ca.gov/mold](http://www.cdph.ca.gov/mold).

*Property owners must provide a rental unit that is safe and healthy for the people living in it.*

*Tenants must notify property owners of any dampness or mold problems.*

For more information, visit CDPH website ([www.cdph.ca.gov/Pages/contact\\_us.aspx](http://www.cdph.ca.gov/Pages/contact_us.aspx))





## WELCOME HOME COMMITMENT-30 DAY SATISFACTION

This Addendum to the Lease between Lafayette CDM Apartments LLC ("Owner"), by its agent Bozzuto Management Company ("Agent" or "Bozzuto") and Amirsina Torfi, Somayeh Yarahmadi

\_\_\_\_ ("Resident") shall be incorporated in and made a part of the aforesaid Lease. In the event of any contradiction between the terms of this Addendum and any other Addendum or the Lease, this Addendum shall control.

Owner has agreed to offer a 30-Day Satisfaction Guarantee to residents who enter into a Lease. If, within the 30-day period immediately following the start of the Lease term, Resident is not satisfied with the Unit, Resident may terminate the Lease without incurring any early termination fees. In order to terminate the Lease pursuant to this Addendum, Resident must notify the Property Manager in writing of the move-out date and must vacate the Unit within 30 days from the start of the Lease term. This option to terminate the Lease will expire 30 days after the start of the Lease term.

If Resident exercises this termination option, Resident will be responsible for the payment of rent and utilities from the start of the Lease term through the provided move-out date. Resident also will be responsible for any moving expenses and damage caused to the Unit in excess of ordinary wear and tear, as well as any charges owed under the Lease, including parking. Additionally, Resident will be responsible for paying back the concession provided pursuant to the Concession Addendum. The Property will refund to Resident any unused rent and the Security Deposit, less any damages or other amounts owed under the Lease, consistent with the Lease and applicable local law. To the extent permitted by local law, the Owner will retain all fees paid on move-in (including application, amenity, or pet fees). If Resident chooses to transfer to another apartment at the property, Resident would be required to enter into a new Lease with Owner for that apartment, which may include additional terms or increased rent.

By signing below, the parties agree to abide by the terms of this Addendum.

OWNER:

By: BOZZUTO MANAGEMENT COMPANY

By: Kristie Lober

Date: 03/21/2025

RESIDENT(S):

Amirsina Torfi

Date: 03/16/2025

Somayeh Yarahmadi

Date: 03/16/2025

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## CONSTRUCTION ADDENDUM



### 1. DWELLING UNIT DESCRIPTION.

Unit No. 371,  
2333 Calle Del Mundo #371  
\_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
Santa Clara  
(city), California, 95054 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 16, 2025  
Owner's name: Lafayette CDM  
Apartment LLC

Residents (list all residents):

Amirsina Torfi, Somayeh Yarahmadi

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

### 3. PURPOSE OF ADDENDUM.

By signing this Addendum, Resident acknowledges that existing, on-going, or future construction on the property may affect your use, view, and enjoyment of such property.

### 4. RESIDENT ACKNOWLEDGMENT OF CONSTRUCTION ON PROPERTY.

Resident acknowledges that the property, including its common areas and dwelling units, may currently or in the future, be under repair, renovation, improvement, or construction. Owner does not guarantee that the repair, renovation, improvement, or construction will be completed on a set date or time and therefore, is not under any obligation to have said repair, renovation, improvement, or construction completed by a set date or time. Resident also acknowledges that the repair, renovation, improvement, or construction does not represent a breach of Owner's obligations under the Lease Contract.

### 5. USE OF AMENITIES AND SERVICES.

Repair, renovation, improvement, or construction at the property may create conditions where Resident's use of the property's amenities and services may be limited or not available.

### 6. NOISE AND OTHER DISTURBANCES.

Repair, renovation, improvement, or construction at or near the property may create noise or other disturbances, and the property itself, or portions thereof, may be unfinished for some time with respect to landscaping, building exteriors, interiors, amenities, walkways, lighting and the like. Resident acknowledges that these conditions may create inconveniences that may be beyond the control of the Owner. Resident agrees that despite these inconveniences, the obligations of the Resident, including payment of rent, as set forth in the Lease Contract will still be in effect.

### 7. RELEASE OF LIABILITY.

To the extent allowed by state law or local ordinance, by signing this Addendum, Resident agrees to waive all claims related to Resident's inability to access, use, and enjoy the amenities, services, and facilities affected by existing, on-going, or future repair, renovation, improvement, or construction on the property.

The existing, on-going, or future construction at the property includes:

Title/Description: Ongoing finish work

Anticipated Start Date: \_\_\_\_\_

Anticipated End Date: March 1st, 2025

To the extent allowed by state law or local ordinance, Resident further agrees that any inconvenience associated with the repair, renovation, improvement, or construction, such as, but not limited to, those disclosed herein, will not be deemed to give Resident any offset to rent obligations, or other compensation, nor will they be the basis for a complaint(s) or defense(s) against Owner for rent relief, constructive eviction, fitness and habitability, peaceful and quiet enjoyment, nuisance, or any other claim, right or remedy.

### 8. DELAY OF OCCUPANCY.

Resident acknowledges that occupancy of the dwelling unit may be delayed due to repair, renovation, improvement, or construction of the property, including common areas and dwelling units. Such repair, renovation, improvement, or construction may cause unforeseen delays due to scheduling conflicts, delay in permit issuance, acts of God, and other things beyond the control of Owner. The Lease Contract will remain in effect subject to: (1) the start date of the term of the lease contract shall be changed to the first day that Owner provides Resident the Dwelling Unit for occupancy, and rent shall be abated until occupancy is provided; and (2) your right to terminate as set

Resident hereby knowingly and voluntarily accepts the risks of delays and the dwelling unit not being ready for occupancy on the date set forth in the Lease Contract. Resident agrees that Owner's failure to have the dwelling unit ready on the set date in the Lease Contract due to a repair, renovation, improvement, or construction delay does not constitute a willful failure to deliver possession of the dwelling unit. Resident hereby waives and relinquishes any rights, claims, or causes of action against Owner related to delays in delivering the dwelling unit, including, but not limited to, any holdover rent, or other penalties imposed at Resident's current place of residence, provided however, that Owner agrees that rent will not commence under the Lease Contract until possession is delivered to Resident.

**10. SEVERABILITY.** If any provision of this Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Lease Contract. The court shall interpret the lease contract and provisions herein in a manner such as to uphold the valid portions of this Lease Contract while preserving the intent of the parties.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**LEASE ADDENDUM FOR  
ENCLOSED GARAGE, CARPORT, OR STORAGE UNIT**



**1. DWELLING UNIT DESCRIPTION.**

Unit No. 371  
2333 Calle Del Mundo #371  
\_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
Santa Clara  
(city), California, 95054 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: March 16, 2025  
Owner's name: Lafayette CDM Apartments LLC  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Residents (list all residents):

Amirsina Torfi, Somayeh Yarahmadi  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The term of this Addendum is as follows:

Begins on \_\_\_\_\_, \_\_\_\_\_ and  
ending on \_\_\_\_\_, \_\_\_\_\_.

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. GARAGE, CARPORT, OR STORAGE UNIT.** You are entitled to exclusive possession of: (check as applicable)

- ☐ garage or carport attached to the dwelling;  
☐ garage space number(s) \_\_\_\_\_  
\_\_\_\_\_  
☐ carport space number(s) \_\_\_\_\_  
\_\_\_\_\_  
and/or  
☐ storage unit number(s) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

**4. ADDITIONAL MONTHLY RENT.** Your total monthly rent (as stated in the Lease Contract) will be increased by \$ \_\_\_\_\_. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract does not include this additional rent.

**5. USE RESTRICTIONS.** Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbecue, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the lease may not use the areas covered by this addendum. No plants may be grown in such areas.

**6. NO DANGEROUS ITEMS.** Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

**7. NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS.** No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

**8. GARAGE DOOR OPENER.** If an enclosed garage is furnished, you ☐ will ☐ will not be provided with a ☐ garage door opener and/or ☐ garage key. You will be responsible for the maintenance of any garage door opener, including battery replacement. Transmitter frequency settings may not be changed on the garage door or opener without our prior written consent.

**9. SECURITY.** We will not have any security responsibilities for areas covered by this addendum. Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

**10. INSURANCE AND LOSS/DAMAGE TO YOUR PROPERTY.** Any area covered by this addendum is accepted by you "as is." You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We will have no responsibility for loss or damage to vehicles or other property parked or stored in a garage, carport, or storage unit, whether caused by accident, fire, theft,

**15.SPECIAL PROVISIONS.** The following special provisions control over conflicting provisions of this printed form:

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[illegible][illegible][illegible]

Amirsina Tonfi

Somayeh Yarahmadi

*Kristie Lober*

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**Date of Lease Contract**  
**March 16, 2025**

**ADDENDUM TO PARKING  
VEHICLE CODE SECTION 22658 REMOVAL FROM PRIVATE PROPERTY  
(RELEVANT PORTIONS)**

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

- (a) The owner or person in lawful possession of private property, including an association of a common interest development as defined in **Sections 4080 and 4100** of the Civil Code, may cause the removal of a vehicle parked on the property to a storage facility that meets the requirements of subdivision (n) under any of the following circumstances:
- (1) There is displayed, in plain view at all entrances to the property, a sign not less than 17 inches by 22 inches in size, with lettering not less than one inch in height, prohibiting public parking and indicating that vehicles will be removed at the owner's expense, and containing the telephone number of the local traffic law enforcement agency and the name and telephone number of each towing company that is a party to a written general towing authorization agreement with the owner or person in lawful possession of the property. The sign may also indicate that a citation may also be issued for the violation.
  - (2) The vehicle has been issued a notice of parking violation, and 96 hours have elapsed since the issuance of that notice.
  - (3) The vehicle is on private property and lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, the owner or person in lawful possession of the private property has notified the local traffic law enforcement agency, and 24 hours have elapsed since that notification.
  - (4) The lot or parcel upon which the vehicle is parked is improved with a single-family dwelling.
- (b) The tow truck operator removing the vehicle, if the operator knows or is able to ascertain from the property owner, person in lawful possession of the property, or the registration records of the Department of Motor Vehicles the name and address of the registered and legal owner of the vehicle, shall immediately give, or cause to be given, notice in writing to the registered and legal owner of the fact of the removal, the grounds for the removal, and indicate the place to which the vehicle has been removed. If the vehicle is stored in a storage facility, a copy of the notice shall be given to the proprietor of the storage facility. The notice provided for in this section shall include the amount of mileage on the vehicle at the time of removal and the time of the removal from the property. If the tow truck operator does not know and is not able to ascertain the name of the owner or for any other reason is unable to give the notice to the owner as provided in this section, the tow truck operator shall comply with the requirements of subdivision (c) of Section 22853 relating to notice in the same manner as applicable to an officer removing a vehicle from private property.
- (c) This section does not limit or affect any right or remedy that the owner or person in lawful possession of private property may have by virtue of other provisions of law authorizing the removal of a vehicle parked upon private property.
- (d) The owner of a vehicle removed from private property pursuant to subdivision (a) may recover for any damage to the vehicle resulting from any intentional or negligent act of a person causing the removal of, or removing, the vehicle.

- (e) (1) An owner or person in lawful possession of private property, or an association of a common interest development, causing the removal of a vehicle parked on that property is liable for double the storage or towing charges whenever there has been a failure to comply with paragraph (1), (2), or (3) of subdivision (a) or to state the grounds for the removal of the vehicle if requested by the legal or registered owner of the vehicle as required by subdivision (f).
- (2) A property owner or owner's agent or lessee who causes the removal of a vehicle parked on that property pursuant to the exemption set forth in subparagraph (A) of paragraph (1) of subdivision (l) and fails to comply with that subdivision is guilty of an infraction, punishable by a fine of one thousand dollars (\$1,000).
- (f) An owner or person in lawful possession of private property, or an association of a common interest development, causing the removal of a vehicle parked on that property shall notify by telephone or, if impractical, by the most expeditious means available, the local traffic law enforcement agency within one hour after authorizing the tow. An owner or person in lawful possession of private property, an association of a common interest development, causing the removal of a vehicle parked on that property, or the tow truck operator who removes the vehicle, shall state the grounds for the removal of the vehicle if requested by the legal or registered owner of that vehicle. A towing company that removes a vehicle from private property in compliance with subdivision (l) is not responsible in a situation relating to the validity of the removal.
- (l) (1) (A) A towing company shall not remove or commence the removal of a vehicle from private property without first obtaining the written authorization from the property owner or lessee, including an association of a common interest development, or an employee or agent thereof, who shall be present at the time of removal and verify the alleged violation, except that presence and verification is not required if the person authorizing the tow is the property owner, or the owner's agent who is not a tow operator, of a residential rental property of 15 or fewer units that does not have an onsite owner, owner's agent or employee, and the tenant has verified the violation, requested the tow from that tenant's assigned parking space, and provided a signed request or electronic mail, or has called and provides a signed request or electronic mail within 24 hours, to the property owner or owner's agent, which the owner or agent shall provide to the towing company within 48 hours of authorizing the tow. The signed request or electronic mail shall contain the name and address of the tenant, and the date and time the tenant requested the tow. A towing company shall obtain within 48 hours of receiving the written authorization to tow a copy of a tenant request required pursuant to this subparagraph. For the purpose of this subparagraph, a person providing the written authorization who is required to be present on the private property at the time of the tow does not have to be physically present at the specified location of where the vehicle to be removed is located on the private property.
- (B) The written authorization under subparagraph (A) shall include all of the following:
- (i) The make, model, vehicle identification number, and license plate number of the removed vehicle.
  - (ii) The name, signature, job title, residential or business address and working telephone number of the person, described in subparagraph (A), authorizing the removal of the vehicle.
  - (iii) The grounds for the removal of the vehicle.
  - (iv) The time when the vehicle was first observed parked at the private property.
  - (v) The time that authorization to tow the vehicle was given.
- (E) (i) General authorization to remove or commence removal of a vehicle at the towing company's discretion shall not be delegated to a towing company or its affiliates except in the case of a vehicle unlawfully parked within 15 feet of a fire hydrant or in a fire lane, or in a manner which interferes with an entrance to, or exit from, the private property.

- (ii) In those cases in which general authorization is granted to a towing company or its affiliate to undertake the removal or commence the removal of a vehicle that is unlawfully parked within 15 feet of a fire hydrant or in a fire lane, or that interferes with an entrance to, or exit from, private property, the towing company and the property owner, or owner's agent, or person in lawful possession of the private property shall have a written agreement granting that general authorization.
- (2) If a towing company removes a vehicle under a general authorization described in subparagraph (E) of paragraph (1) and that vehicle is unlawfully parked within 15 feet of a fire hydrant or in a fire lane, or in a manner that interferes with an entrance to, or exit from, the private property, the towing company shall take, prior to the removal of that vehicle, a photograph of the vehicle that clearly indicates that parking violation. Prior to accepting payment, the towing company shall keep one copy of the photograph taken pursuant to this paragraph, and shall present that photograph and provide, without charge, a photocopy to the owner or an agent of the owner, when that person claims the vehicle.
- (3) A towing company shall maintain the original written authorization, or the general authorization described in subparagraph (E) of paragraph (1) and the photograph of the violation, required pursuant to this section, and any written requests from a tenant to the property owner or owner's agent required by subparagraph (A) of paragraph (1), for a period of three years and shall make them available for inspection and copying within 24 hours of a request without a warrant to law enforcement, the Attorney General, district attorney, or city attorney.
- (4) A person who violates this subdivision is guilty of a misdemeanor, punishable by a fine of not more than two thousand five hundred dollars (\$2,500), or by imprisonment in the county jail for not more than three months, or by both that fine and imprisonment.
- (5) A person who violates this subdivision is civilly liable to the owner of the vehicle or his or her agent for four times the amount of the towing and storage charges.
- (n) A vehicle removed from private property pursuant to this section shall be stored in a facility that meets all of the following requirements:
- (1) (A) Is located within a 10-mile radius of the property from where the vehicle was removed.
- (B) The 10-mile radius requirement of subparagraph (A) does not apply if a towing company has prior general written approval from the law enforcement agency that exercises primary jurisdiction in the city in which is located the private property from which the vehicle was removed, or if the private property is not located within a city, then the law enforcement agency that exercises primary jurisdiction in the county in which is located the private property.
- (2) (A) Remains open during normal business hours and releases vehicles after normal business hours.
- (B) A gate fee may be charged for releasing a vehicle after normal business hours, weekends, and state holidays. However, the maximum hourly charge for releasing a vehicle after normal business hours shall be one-half of the hourly tow rate charged for initially towing the vehicle, or less.
- (C) Notwithstanding any other provision of law and for purposes of this paragraph, "normal business hours" are Monday to Friday, inclusive, from 8 a.m. to 5 p.m., inclusive, except state holidays.
- (3) Has a public pay telephone in the office area that is open and accessible to the public.
- (o) (1) It is the intent of the Legislature in the adoption of subdivision (k) to assist vehicle owners or their agents by, among other things, allowing payment by credit cards for towing and storage services, thereby expediting the recovery of towed vehicles and concurrently promoting the safety and welfare of the public.

**LEASE ADDENDUM FOR RENT CONCESSION  
OR OTHER RENT DISCOUNT**



**1. DWELLING UNIT DESCRIPTION.**

Unit No. 371,  
2333 Calle Del Mundo #371  
\_\_\_\_\_  
\_\_\_\_\_  
(street address) in  
Santa Clara  
(city), California, 95054 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: March 16, 2025  
Owner's name: Lafayette CDM Apartments  
LLC

Residents (list all residents):

Amirsina Torfi, Somayeh Yarahmadi

This Addendum constitutes an Addendum to the above described Lease Contract for the above described premises, and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. CONCESSION/DISCOUNT AGREEMENT.**

As consideration for your agreement to remain in your dwelling and to fulfill your Lease obligations throughout the full term of your Lease, you will receive the following rent Concession and or Discount.

[Check all that apply]

☒ **One-Time Concession.** You will receive a One-Time Concession off the rent indicated in the Rent and Charges paragraph of the Lease Contract in the total amount of \$ 8603.00. This Concession will be credited to your rent due for the month(s) of: 8 weeks free (\$8003.00) on an 18month lease and parking credit of \$600 applied for June 1st 2025.

The amount specified in the Rent and Charges paragraph of the Lease Contract is the amount due before the application of the rent concession.

☐ **Monthly Discount/Concession.** The rent indicated in the Rent and Charges paragraph of the Lease Contract ☐ does ☐ does not include a Monthly Discount of \$ \_\_\_\_\_ per month off of the suggested rental rate for your dwelling. The amount specified in the Rent and Charges paragraph is the amount due ☐ after ☐ before application of the rent concession.

☐ **Other Discount/Concession.** You will receive the following discount off the rent indicated in the Rent and Charges paragraph of the Lease Contract:

☐ **Non-Monetary Concession.** You will receive the following non-monetary concession during the term of the Lease.

**Concession Cancellation.** The concession and discounts indicated above are conditioned upon your full and timely compliance with the Lease Contract.

If your lease is terminated early due to your default (for example, if you abandon the premises without paying rent or are evicted), this Concession/Discount Agreement will be immediately terminated, without further notice from us, and you will not be entitled to receive any further concessions or discounts.

**4. MARKET RENT.** If the discount or concession is not included in the rent, then the market rent for this dwelling is the rent stated in the Lease Contract. You acknowledge that the market rent is a fair representation of what the specific dwelling would actually rent for at the time the Lease Contract was negotiated and executed, and is reflective of the rent for a similar dwelling at comparable properties.

**6. SPECIAL PROVISIONS.** The following special provisions control over any conflicting provisions of this printed Addendum form or the Lease Contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**Owner or Owner's Representative**  
*(as agent for and on behalf of Owner)*

Kristie Lober

**Date of Lease Contract**

March 16, 2025



**C. Permission Required, Evaluation of Disability.**

If you would like to request a reasonable modification to your dwelling or the common areas of the community that is necessary because of a disability, you must first obtain permission from us. We prefer that you use the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance in completing this form, please let us know, and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what specific modification is being sought. In addition, if the disability or the disability-related need for the modification is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the modification; however, we will only request information necessary to evaluate your request, and all information will be kept confidential.

**D. Reasonable Assurances.** Depending on the modification requested, we may require you to provide reasonable assurances that the modification will be done in a workmanlike manner and that any required building permits will be obtained. In some cases, any third-party retained to perform the modification may also have to be approved in writing by us, and be properly licensed and insured. During and upon completion of the modification, we may inspect the work in connection with our overall property management responsibilities. We will not increase your security deposit as a result of a modification request. However, when applicable, if you fail to restore the interior of the dwelling to its original condition, excluding normal wear and tear, at the end of the tenancy, we may assess the cost of restoration against your security deposit and/or final account upon move-out.

**E. Restoration Reimbursement.** At the end of your tenancy, you may be responsible to restore the interior of your dwelling to its pre-modification condition at your expense, depending on the nature of the modification. Again, depending on the modification, we may request that you deposit sufficient funds for that restoration in an interest bearing escrow account to ensure any required restoration can be completed. Regardless of modification, you will remain responsible to pay for damage to your dwelling in excess of ordinary wear and tear.

**F. Alternative Modification.** Depending on the circumstances, we may not be able to grant the exact modification you have requested and we may ask to discuss other alternatives with you.

**7. REQUESTS FOR REASONABLE ACCOMMODATIONS.**

**A. Generally.** We will make reasonable accommodations in our rules, policies, practices, and/or services, to the extent that such accommodations may be reasonably necessary to give you, as a disabled person, an equal opportunity to fully use and enjoy your dwelling, and the public and common areas of the premises, and as otherwise required by law.

**B. Request for Accommodation, Evaluation of Disability.** If you would like a reasonable accommodation that is necessary because of a disability, please submit a request to us, preferably using the attached "Reasonable Accommodation and/or Modification to Rental Unit" form, but you are not required to use this form. If you would like or need assistance completing this form please let us know and we will be glad to provide assistance. Whether you use our form or your own form of request, we will need to know what accommodation is being sought. In addition, if the disability is not obvious, we may ask for information that is reasonably necessary to evaluate the disability-related need for the accommodation. We will only request information that is reasonably necessary for us to evaluate your request, and we will keep all information you provide confidential.

**C. Alternative Accommodation.** Depending on the circumstances, we may not be able to grant the exact accommodation you have requested and we may ask to discuss other alternatives with you.

**8. OWNER RESPONSIBILITY.** We will respond to all requests for a reasonable accommodation and/or modification in a timely manner. If we deny your request for a reasonable modification and/or accommodation, we will explain the reason for our denial and we will discuss with you whether there are alternative accommodations and/or modifications that we could provide that would meet your needs. We also are committed to entering into an interactive dialogue with you in relation to any request, and therefore agree to speak with you in relation to any request so that you have sufficient opportunity to provide us with any information you believe is relevant to our evaluation of your request for the modification(s) and/or accommodation(s).

**9. AMENDMENT TO POLICY.** This policy may be amended and updated at any time upon written notice to you. In addition, in the event of any conflict between this policy and/or state, local or federal law, the provisions of such law shall control.

If you have any questions about this policy, you should contact:

\_\_\_\_\_

by writing or calling:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Resident or Residents**

*(All resident's must sign)*

*Amirsina Torfi*

*Somayeh Yarahmadi*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**Owner or Owner's Representative**

*(as agent for and on behalf of Owner)*

*Kristie Lober*

**Date of Signing**

03/21/2025



LEASE ADDENDUM

VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005

TENANT Amirsina Torfi, Somayeh Yarahmadi	LANDLORD Lafayette CDM Apartments LLC	UNIT NO. & ADDRESS 2333 Calle Del Mundo #371 #371, Santa Clara, CA 95054
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This Lease Addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The Lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is 04/14/2025. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the Lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-5382, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified time frame may result in eviction.

<u>Amirsina Torfi</u>	<u>03/16/2025</u>
Tenant	Date
<u>Somayeh Yarahmadi</u>	<u>03/16/2025</u>
Tenant	Date
<u> </u>	<u> </u>
Tenant	Date
<u> </u>	<u> </u>
Tenant	Date
<u> </u>	<u> </u>
Tenant	Date
<u>Kristie Lober</u>	<u>03/21/2025</u>
Landlord	Date

## SUSTAINABLE LIVING ADDENDUM



### 1. DWELLING UNIT DESCRIPTION.

Unit No. 371,  
2333 Calle Del Mundo #371

\_\_\_\_\_  
(street address) in  
Santa Clara  
(city), California, 95054 (zip code).

### 2. LEASE CONTRACT DESCRIPTION.

Lease Contract Date: March 16, 2025

Owner's name: Lafayette CDM Apartments LLC

Residents (list all residents - leaseholders and occupants):

Amirsina Torfi, Somayeh Yarahmadi

Occupants:

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**3. PURPOSE OF ADDENDUM.** This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

**4. ENERGY EFFICIENCY.** The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

**Thermostat Settings.** During the winter months, Energy.gov (<https://www.energy.gov/>) recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

**Lighting and Light Bulbs.** Use natural light when possible. Consider replacing standard incandescent light bulbs with energy-saving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

**Appliances.** We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

**Conserve Electricity.** Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

**5. WATER EFFICIENCY – REQUIREMENTS AND SUGGESTIONS.** The following requirements and suggestions will help reduce overall water consumption at the Community.

#### Requirements.

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

#### Suggestions.

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.



**LEASE ADDENDUM FOR CALIFORNIA ENVIRONMENTAL LAW FOR  
TRASH/WASTE/RECYCLING AND COMPOSTING**

**1. DWELLING UNIT DESCRIPTION.**

Unit No. 371, 2333 Calle Del Mundo #371 (street address)  
in Santa Clara (city), California, 95054 (zip code).

**2. LEASE CONTRACT DESCRIPTION.**

Lease Contract Date: March 16, 2025  
Owner's name: Lafayette CDM Apartments LLC

Residents (list all residents):

Amirsina Torfi, Somayeh Yarahmadi  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Addendum constitutes an Addendum to the above-described Lease Contract for the above-described premises and is hereby incorporated into and made a part of such Lease Contract. Where the terms or conditions found in this Addendum vary or contradict any terms or conditions found in the Lease Contract, this Addendum shall control.

**New Recycling and Composting Program**

Beginning January 1, 2022 (unless your local government sought an extension for implementation purposes), California Mandatory Commercial Recycling Law and Mandatory Commercial Organics Recycling Law (SB 1383) requires businesses within your city and/or county meet certain thresholds to separate recyclables from garbage and to separate organics from garbage. To comply with the new laws and to help the meet its goals and to be in compliance with the Mandatory Recycling and Composting laws, we are implementing a new recycling and composting program.

Our building typically generates approximately 60% recyclable paper, bottles and cans, 30% compostables and only 5-10% materials that actually belong in the garbage. Our goal is to make recycling and composting easy for you and increase the amount we divert from the landfill. Recycling more helps our environment by reducing energy use and pollution, and conserving natural resources.

Here is how the program will work:

**Central Collection:**

Containers for the collection of trash, recyclables and compostables are located in the \_\_\_\_\_, and other central areas.

Please keep your materials separate; see details below about what goes in each container. The three containers will be emptied: ☐ weekly or ☐ daily or ☐ other \_\_\_\_\_.

**What Goes in Each Container?**

**Recyclables**

**All clean office paper, glass bottles and jars, aluminum foil and cans, steel/tin cans, and almost all plastics (no soft plastics like bags and wrappers) belong in the blue containers.** Please empty food or liquid from recyclables before depositing in blue recycling container.

*All recyclable material is sent to a material recovery facility for sorting into separate commodities, which are then sold to recyclers and made into other products.*

**Compostables**

Most of the material that used to go in the trash, can now be composted including **paper take-out containers, paper coffee cups, used napkins, used tissues, used paper towels, milk cartons, left-over food, and compostable plastics.** Remember composting is not just for food scraps but also for soiled paper and paper food packaging- think coffee cups, napkins, and to-go boxes!

*All compostable material is sent to a \_\_\_\_\_ [composting facility] where it is turned into compost, a nutrient for local, organic agriculture.*

**Garbage**

Very few items actually belong in the trash. These include: **Styrofoam, candy or chip wrappers, plastic wrap, plastic bags, and aseptic packaging (juice boxes/Tetrapaks).**

*Any material put in the garbage will be sent to landfill.*

**BUILDING RECYCLING PROCEDURES**

This building has established the above procedures for handling designated trash, recyclables and compostables that apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors:

***We understand the following:***

**We** have been given information about designated recyclable and compostable materials that must be kept separate from my trash.

**We** know the location of the building's recycling and composting area(s) and the procedures for discarding designated recyclables and compostables.

**We** understand that recycling and composting requirements apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors.

**We** have received the annual education on how to properly sort organic waste into the correct bins.

**SPECIAL PROVISIONS:**

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**Resident or Residents**

*(All residents must sign)*

Amirsina Torfi

Somayeh Yarahmadi

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**Owner or Owner's Representative**

*(signing as agent for and on behalf of Owner)*

Kristie Lober

**Date of Signing Addendum**

03/21/2025

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**CITY OF SANTA CLARA - AIRCRAFT AND AIRPORT NOISE  
DISCLOSURE RESIDENTIAL MULTIFAMILY  
ADDENDUM**



This Addendum is entered into this 14th day of April, 2025 by and between Lafayette CDM Apartments LLC

\_\_\_\_\_, "Owner" and Amirsina Torfi, Somayeh Yarahmadi

\_\_\_\_\_, "Resident(s)".

**1. PURPOSE.** City of Santa Clara recognizes that future residents would be exposed to exterior noises and vibrations from aircraft above the City of Santa Clara's exterior land use compatibility goal of 55 decibels. The Addendum provides warning to Resident that due to the location of the Apartment Community, levels and types of noise and odors that bother one person may be acceptable to others. Factors which can impact these subjective issues include, but are not limited to, aircraft noise.

**2. AIRPORTS NEARBY.** The Bay Area is served by three international airports, several municipal and private airports and Moffett Field. Aircraft fly over virtually all residential areas creating noise levels and vibrations that vary depending upon the aircraft type, size, altitude, time of flight, weather conditions and on the Apartment Community's proximity to flight paths and airports.

**3. VISIT PROPERTY.** Resident should visit the Apartment Community at various days and times to personally determine noise and vibration levels; Resident should also contact the respective transportation agencies to determine whether potential noise and odors levels are acceptable to Resident and will impact your use and enjoyment of the Apartment Community.

**4. NOISE.** Flights over the Apartment Community or adjacent properties by aircraft taking off from or landing at one of the Airports may generate noise and vibration, the volume, pitch, amount and frequency of occurrence of which will vary depending on a number of factors, including without limitation the altitudes at which the aircraft fly, wind direction and other meteorological conditions and aircraft number and type, and may be affected by future changes in Airport activity.

**5. NOISE POLICIES.** As of the date hereof, Airport management has policies in place intended to help reduce or minimize aircraft noise and vibration, and their influence upon residents, their occupants and guests of the property in the vicinity of the Airport, but those policies may change over time and in addition other aspects of such policies (including, without limitation, those intended to promote safety) may be given preference over policies relating to limiting noise or vibration.

**6. WAIVER AND ASSUMPTION OF RISK.** Resident, and on behalf of Resident's family members and their guests, and their successors and assigns, hereby accepts and assumes any and all risks, burdens and inconvenience caused by or associated with the Airport and its operations (including, without limitation, noise and vibration caused by or associated with aircraft flying over the Project and adjacent properties), and agrees not to assert or make and claim against the Landlord, its officers, directors, representatives, agents, servants and employees.

**This Addendum is incorporated into and is part of the Rental Contract between the parties. The undersigned Resident(s) acknowledge(s) having read and understand the foregoing, and have received a copy of this Addendum.**

**Resident or Resident(s)**  
(All residents must sign)

**Date of Signing Addendum**

Amirsina Torfi

03/16/2025

Somayeh Yarahmadi

03/16/2025

**Owner or Owner's Representative**  
(as agent for and on behalf of Owner)

**Date of Signing Addendum**

Kristie Lober

03/21/2025





## COMMUNITY POLICIES AND PROCEDURES ADDENDUM – ALL STATES

This property is managed by the Bozzuto Management Company ("Management") on behalf of the Owner. It is Management's goal to maintain an outstanding apartment community and for that purpose has established the following policies. All residents agree to abide by these policies, as they are essential for the comfort and convenience of all community residents. The decision of whether the Community Policies and Procedures have been violated shall be made at Management's sole discretion. A failure by Resident to abide by the Community Policies and Procedures may constitute a breach of Lease. In the event of any contradiction between the terms of this Addendum and any other Addendum or the Lease, this Addendum shall control.

### **CONTACTING MANAGEMENT OFFICE:**

Phone#: (408) 669-3817

Emergency After Hours Phone #: (408) 669-3817

Email: TheLafayette@BozzutoLiving.com

Other contact information: \_\_\_\_\_

### **ADDITIONAL FEES RELATED TO LEASE**

The following fees may be charged by Owner to the extent permitted by local law:

**Transfer Fee:** \$ \_\_\_\_\_. Resident agrees that any approved transfer will be subject to additional payment of this amount. *(Note: Not applicable in certain jurisdictions, including without limitation: Massachusetts)*

**Holdover/MTM:** \$ \_\_\_\_\_/month. Resident agrees that in the event the Lease term expires, and Resident holds over and/or becomes a month-to-month tenant pursuant to the Lease or by operation of law, the monthly rent will increase by the foregoing amount. Resident agrees that this Addendum shall serve as written notice of the rent increase and waives any right to further notice. If not completed, notice of MTM fees or increases may be provided by separate notice to the resident.

**Amenities/Admin Fees:** \$ \_\_\_\_\_. Resident agrees to pay an amenities fee to Landlord for the foregoing amount as an additional charge under the Lease. *(Note: Not applicable in certain jurisdictions, including without limitation: Massachusetts)*

**Occupant Change Fee:** \$ \_\_\_\_\_. New occupants or tenants, or any changes to the authorized occupants and tenants, are conditioned on the payment of the foregoing fee. *(Note: Not applicable in certain jurisdictions, including without limitation: Massachusetts and New York City)*

**The above fees will be charged only if permitted by local law.** To the extent any of the above fees are not completed or specified, Resident agrees that Owner may establish such fees through its policies and/or by written notice to the Resident. Resident agrees that Owner may change the amounts described above based on market conditions or for any other reason by providing written notice of the new fees, rent, or other charges. Any transfer or occupancy change requested by Resident is subject to approval by Owner, and payment of the above amounts does not entitle Resident to transfer apartments or change occupancy. The failure to fill in the above amounts does not waive Owner's right to charge fees or increase rent as otherwise permitted by local law.

**KEYS, FOBS, CARDS, PASSES, AND REMOTE CONTROLS ("Access Items")**

Resident agrees to abide by all written and/or posted instructions regarding the Access Items and to report any malfunctioning, broken or damaged Access Items, gates, locks, doors or related access equipment. Resident is liable for damages to Access Items and related access equipment caused by misuse or negligence of Resident, occupants, or guests. A key fob may be granted for use and access to amenities at the Property such as a clubroom, business center, theatre, fitness center, etc. To the extent permitted by local law, Resident agrees that Resident's access to these amenities may be restricted by Management, in its sole discretion, should Resident violate any rule or requirement related to the use of these amenities, or for any other reason in Management's sole discretion. To the extent permitted by local law, Owner may reset key fobs or other access items due to emergencies or security concerns, and in such cases will reissue key fobs or access items to the leaseholder. Resident acknowledges and understands that Resident's guests will not be granted a key fob or Access Items. Management may limit the number of access items granted to residents to one per resident.

**RECREATIONAL FACILITIES AND AMENITIES**

Please contact the rental office prior to using the amenities such as swimming pool, rooftop terrace, clubroom, etc., for specific policies that govern their use. Some amenities have limited hours of operation, supervision requirements, and/or guest restrictions. Management may add or change rules regarding amenities at the community at any time. Management does not guarantee that all facilities, amenities, equipment and services will be available at all times. Availability of amenities and common areas may be curtailed or limited by construction, renovation, servicing, repairs, public health emergency, or other reasons and Management shall not be in default under the Lease when this occurs. Residents are not entitled to rent abatement or damages when facilities, services, amenities, and equipment are not available, except as provided by local law. We cannot assume responsibility for the safety of Residents, occupants, or guests who use our facilities. Most facilities are for use without any Management supervision, and Residents, guests, and occupants assume the risks of injury from the use of those facilities, except in the case of Management's omission, fault, neglect or other misconduct. Residents must adhere to posted signage and the posted hours. Any misuse of a facility or amenity will be grounds for Lease termination and/or suspension of use of the facility or amenity, to the extent permitted by local law.

**SERVICE GUARANTEE PROGRAM AND REQUESTS**

Management's Service Guarantee Program guarantees a 24-hour response time to reasonable maintenance requests within the apartment unit. The Service Guarantee only ensures that Management will contact Resident within 24 hours of receiving a maintenance request; however, the time necessary to complete the repairs may exceed 24 hours. Routine maintenance requests made on weekends, holidays, or after 4:00 p.m. on weekdays will be considered to have been placed the following business morning at 9 a.m. Residents have an obligation to contact Management if they receive no response to their maintenance request within 24 hours. Management's response to Resident can be made by phone, email, letter or hand-delivery. The Service Guarantee Program may be suspended or restricted without notice as required by a force majeure, emergency, or other need of the property to alter operations or reduce staffing. Resident understands that rent will not be abated for the failure to complete a maintenance request within 24 hours. Resident acknowledges that Management's ability to address a maintenance request is conditioned upon Resident's good faith cooperation, and Resident agrees to provide the cooperation necessary for Management to complete the repairs, including by allowing access to the Apartment.

Priority service will be given to repairs of a serious nature, i.e., electric outages, loss of heat or air conditioning, no hot water, clogged toilets, broken windows, broken locks etc. Any plumbing problem, frozen water line, lack of heat in winter, gas leak or electrical failure should be considered an emergency. Please dial the designated emergency number for such occurrences, and our on-call personnel will respond. If you are concerned for your health or safety, please dial 911 to contact emergency response rather than calling the Management office.

**REPAIRS, MAINTENANCE, AND CONSTRUCTION ACTIVITIES**

From time to time, the property and/or Residents' apartment may require repair, maintenance, or construction, whether routine, scheduled, or unexpected. These instances may include, without limitation, building repairs, capital improvements, periodic inspection and maintenance, inspection by third-party professionals, or repairs of water damage or other issues. Residents understand and agree that to the extent permitted by state and local law, and provided that these repairs or disruption do not materially affect the habitability or safety of the apartment, rent will not be abated for any of the above activities. Residents will cooperate to allow Landlord access to the Apartment to complete the necessary repairs and work.

**GUESTS AND SUPERVISION OF MINORS**

Guests must be accompanied at all times when using the Property's facilities and amenities. Guests of all ages must limit their stay to no more than 14 days per year unless prior written approval from Management has been obtained. Residents are responsible for the conduct of their guests and should inform them of the Community Policies. Failure of guests to adhere to Community Policies may be grounds for exclusion of such guests from the Property or certain amenities and/or may constitute a breach of Lease. Minors, guests, or invitees should be accompanied by an adult when in common areas or when using amenities. All Residents, guests or invitees shall follow all posted signage. If any minor or guest is observed unattended in the property's common areas or amenities, it will be a violation of the Lease, and the Landlord may take action to enforce the lease, including by issuing a lease violation notice or restricting access. Management may implement guest restrictions (including limits of guest per resident) and provide such limits by separate notice.

**RESIDENT CONDUCT**

**Harassment:** We expect all residents, guests, vendors and employees to treat each other with courtesy and respect. Harassment of any type, including but not limited to, physical, verbal, written, cyber-based, or sexual, is strictly prohibited. Shouting, threats, use of obscenities, personally disparaging remarks, violence, coercion and/or intimidation against anyone in the community, including staff, will lead to lease termination.

**Resident Conduct Toward Staff.** Residents are prohibited from harassing staff or disrupting business operations. Resident should raise concerns or complaints in a civil and respectful manner. Regardless of the circumstances, Resident agrees to refrain from yelling, threats, obscenities, or personally-disparaging remarks. Resident further agrees to refrain from making bad faith and/or defamatory allegations against staff to others, including on social media, online reviews, or other public fora. Upon reasonable request from Management, Resident will cease and desist from confrontation or in-person discussion with staff, and will relay complaints or concerns in writing or as otherwise requested by Landlord. Residents will, upon request, refrain from excessive emails or calls. Resident acknowledges that the Leasing and Management offices and concierge areas on the property are private areas, and that Residents will leave these areas upon request.

**Communicating Concerns:** If you or a household member has a concern about your apartment or your experience living at the community, please contact the Property Manager or Assistant Manager. If you are not comfortable talking to them about the concern, you should request the name and telephone number of the Regional Manager. We will do our best to address concerns with sensitivity and professionalism.

**SECURITY**

**Weapons/Guns.** No knives, firearms, or other weapons are allowed in the common and public areas, whether concealed or open-carry, except by law enforcement or hired security guards. Guns must be stored unloaded and in a locked container. Any gun safety incident or discharge (including accidental) may lead to lease termination. The sale or purchase of weapons and guns on the property is prohibited.

**Lobby and Front Desk Security Procedures.** If a community has a lobby and front desk, Residents should contact Management for hours when staff will be at the front desk and rules regarding sign-in for visitors or other security procedures. Residents understand that the property staff is unable to commit to providing certain personal services (including assisting within the apartment home or providing any medical assistance) and that staff may decline any request for assistance in their discretion.

**Video Doorbells, Recording, and Surveillance.** Electronic video doorbell cameras (such as Ring, Google NEST, Arrow, etc.) or other surveillance equipment are not permitted without explicit authorization from Owner in any location outside of the interior of the Apartment. Resident agrees that Manager may immediately remove, without notice, any unauthorized equipment installed in the exteriors or common areas. Residents should not surveil their neighbors and should respect others' privacy. In addition, Residents should not record neighbors or staff members without their express permission.

**Out of Town Security Procedures.** Residents are encouraged to notify Management of anticipated extended absences from their Apartment in excess of seven days or more. Management is not liable for any damages in the Apartment occasioned by Residents' absence, and Resident agrees to pay for any damages caused by an extended absence, unless the damage is caused by Management's negligence.

**NOISE AND DISRUPTION**

Resident acknowledges that the hours from 10:00 pm – 7:00 am are designated “Quiet Hours” at the Community. (If no time is inserted, the Quiet Hours will be 10:00 p.m. – 7:00 a.m.). During Quiet Hours, Residents must exercise special caution about creating noise or engaging loud activities including, but not limited to: large social gatherings, vacuuming, loud music and television, loud household activities, and move-ins/move-outs. A violation of the noise policy is grounds for Lease termination. In order to reduce noise or disruption to other Residents, Management may ask or require that Resident adopt noise reduction measures (including reduced activities or noise dampening items, such as rugs or carpeting) in its discretion.

Residents understand that the property is located in close proximity to various businesses, operations, rights of way, public areas, and outdoor amenities. Resident understands that there will be times when external noise levels are elevated, unpleasant odors from neighboring businesses will be detectable, and other disturbances will arise, including nearby construction activity. Residents acknowledge and agree that they have been made aware of the possibility of increased noise levels, odors, and other disruption. Moreover, Resident agrees that external noise, odors and other disturbances occasioned by the location of the Premises are not grounds for withholding rent or early termination of the Lease.

Residents acknowledge that, despite reasonable efforts by Management, there will be noise in their Apartment consistent with normal building operations and other residents’ activities of daily living. Residents are not guaranteed a noise-free environment. Owner has not made any promises or warranties regarding the level of noise within the apartment or its fitness for any particular purpose (including, without limitation, for studying, working from home, or conducting business activities). Residents waive any claim against Owner or Management arising from or related to excessive noise levels in the apartment caused by other residents, normal activities of daily living and building operations, construction or maintenance activities at or near the property, or other adjacent disturbances, unless the noise is caused by the sole negligence of Owner or Management.

**MOLD**

In addition to the requirements of the Mold Information and Prevention Addendum, Resident agrees as follows: Resident understands that the lack of temperature control and air circulation will increase the likelihood of mold growth in the apartment. Resident agrees that air conditioning should not be turned off for an extended period of time, and that the temperature and air flow should be maintained at reasonable levels at all times. Resident shall provide Owner with immediate written notification of any windows, HVAC system, HVAC equipment, or fans that are broken or not working. Resident further understands that excess moisture in the property will increase the likelihood of mold growth. Resident shall use all reasonable care to close all windows to prevent rain or outdoor water from entering the apartment. Resident will act reasonably to prevent any water leaks or damage and humidity levels in the apartment and will conduct regular visual inspections for the presence of mold growth inside the apartment. Resident agrees to take steps to control the humidity in the apartment and to immediately report any water leaks or mold growth. Resident will avoid excessive use of humidifiers, diffusers, or other devices that could create excess moisture. Residents may be asked to remove excess possessions or plants if determined to be the cause of mold growth within the apartment. Resident agrees not to bring any personal property into the apartment that may contain mold, especially “soft possessions” such as sofas, mattresses and pillows. Failure to report water leaks or mold growth may be grounds for Lease termination.

**ALTERATIONS, ENTRANCES, HALLWAYS, ENTRY DOORS, AND BULK TRASH**

Residents will make no alterations to their apartment without written authorization from the landlord. Specifically, and without limitation, no electrical or plumbing alterations (such as the installation of a bidet) may be made. In order to comply with state and local codes, and for safety and other purposes, Residents must keep the hallways, entrance areas, and common areas free of any property or alteration. Specifically, bicycles, wagons, doormats, personal property, clothing, shoes, or other items may not be left at building and apartment entrances or in the hallways. The community may permit certain seasonal or other decoration on the exterior of the Apartment, but Residents shall remove such decoration promptly upon request or within 7 days after conclusion of the season/event. Residents must secure permission from the Management office prior to posting fliers, notices, etc. in any location. No bulk trash (including furniture, mattresses, etc.) may be left by Resident(s) anywhere on the property, whether in the trash room, in the loading dock, in the exterior of the building, or in the apartment after move-out. Any bulk trash that is left by Resident(s) may be removed by Landlord, in which event Resident will be responsible for usual and customary charges for bulk trash removal.

**FLEX WORK SPACES**

If this community has flex work spaces and/or a business center, Resident agrees to use these areas at Resident's sole risk and according to any rules established by Management. Management is not responsible for data, files, programs, or other information lost or damaged in any work area or on its computers. No software may be loaded on computers without the prior written approval of Management. Property equipment may not be used for illegal, inappropriate, or offensive purposes. At its discretion, Management may impose time or other limits on use of the any work area. Resident understands and acknowledges that any information disclosed or used on the property's computers or equipment is not private and could be stored or reviewed by Management or other parties. Owner cannot guarantee the availability or fitness of flex work spaces for any particular purpose. Owner has not made any representation regarding the availability of WiFi or cellular phone service in common areas, and Residents understand and acknowledge that such service may be disrupted or unavailable at times.

**STORAGE**

In the event Management provides storage lockers or units ("Lockers") on the Property, the use of said storage lockers shall be subject to the terms and conditions that Management prescribes. Management makes no representations or warranties regarding the security of the storage lockers. Upon termination of the lease or rental of a Locker, Resident agrees to empty the Locker of all personal property. Resident agrees not to store items that are detrimental to the health or comfort of others, including flammable, hazardous, or perishable items. Resident agrees not to make any improvements or alterations to the Lockers without prior written consent. All items in the Locker will be deemed abandoned if not removed as required by local law after (i) termination of Resident's rental of the Locker, (ii) Resident's failure to pay storage or rental fees for the Locker, or (iii) repossession of the rental unit by Management, whichever comes first. Upon such abandonment, as allowed by law, Owner may remove all personal property from the Locker and dispose of in its discretion. It is Residents' sole obligation to ensure that their property is stored in the correct storage area and to verify this upon request of Management or upon lease renewal by referral to the lease documents. Management shall not be liable for any damages to Resident's property kept in the storage lockers, unless such damages are the result of Management's negligence.

**BALCONY AND EXTERIORS**

Please help us maintain an attractive community by keeping your balcony neat and free of unsightly clutter. Only patio or lawn furniture should be placed on the balcony. Balconies are not to be used as storage areas. Trash containers, bikes, and motorcycles on balconies are prohibited.

**Safety:** Balconies are potentially dangerous if overloaded with too many people or heavy furniture. Please contact the Management office immediately and do not use your balcony if you observe any of the following: leaning, sagging or soft spots; cracks or separation where the balcony and building connect; rust stains or abnormal water ponding; obstructed or poorly functioning drains, loose or damaged handrails. Nothing may be thrown over the balcony. All property left on the balcony must be properly secured, and Residents assume full liability and indemnify Owner for any injury or damage caused by property left on the balcony.

**Fire Hazards:** Grills, stoves, fire pits, or other open flame devices of any kind are not permitted. Their use is a fire code violation and grounds for lease termination. Residents may only use grills provided by Owner and located in the outdoor common areas

**Signs/Flags:** Residents are prohibited from posting signs, notices, advertisements, flags, banners or similar items from their balcony, patio, terrace, or windows.

**Satellite Dishes:** Prior to the installation of any satellite or similar equipment, Resident shall be required to provide Landlord with a certification (by a structural engineer or other certified professional) that the structural system of the roof is adequate to support the installation, and that installation will not cause damage. No Satellite Dish or similar may be installed without such a certification and prior approval by Management.

**GENERAL EXTERMINATION**

Residents understand that routine treatment of the apartment may be required in order to protect the health and safety of the community, and that individual apartments will not be exempted from treatment except as required by law. Management may give Residents instructions for the preparation of the apartment and safe contact with insecticides, and Residents will be responsible for preparing the apartment for extermination in accordance with Management's instructions. Where permitted by law, Residents may be charged a fee for cancelled appointments caused by unprepared apartments. Residents must request any additional extermination treatments in writing.

**PRIVACY/DISCLOSURE OF RESIDENT INFORMATION**

Owner and Manager collect nonpublic, personally identifiable financial and other information from Residents. During the application process, Residents disclose certain personal identifying and/or financial information such as their dates of birth, social security numbers, addresses, phone numbers, income, email addresses, prior rental history, assets and liabilities ("Personal Information"). Resident agrees that Owner may collect Personal Information for the purpose of administering certain services, transactions, amenities, or information ("Owner Services"), including, without limitation, the following: (a) services deemed by Owner or Manager to be in the interest of Residents and/or the operation of the property, and for which any third-party may require Personal Information of Residents in order to administer such services, (b) legal filings, (c) collection efforts and reporting of rent delinquency, (d) reporting to credit agencies (including any credit reporting, such as a "Credit Builder" program, that may be required by law or deemed appropriate by Landlord in its discretion), (e) compliance with requests for information from government agencies or (f) as may be required, in Owner's discretion, to support the health and safety of the community. Residents consent to the exchange of Personal Information between Owner and the various third parties, vendors, and service providers that may from time to time be selected by Owner to provide or assist with Owner Services (collectively, "Service Providers") and other related purposes or as permitted or required by law. Residents further consent to the Service Providers' collection and use of Personal Information for the purposes described herein. Residents release and waive any claim arising from or relating to Owner's good faith submission of Personal Information of Residents to Service Providers to the extent permitted by applicable law. Residents understand and acknowledge that their continued residency and access to property facilities and services require Owner's provision of Personal Information to its selected Service Providers.

**PUBLIC HEALTH OR OTHER EMERGENCIES**

Resident(s) ("you") acknowledge and agree that the community may be subject to certain restrictions and policy changes by Management ("we") during the time of a health or other crisis, including the following:

**Emergency Restrictions:** We reserve the right to implement emergency policies and procedures. These policies and procedures may be adopted based on governmental orders or restrictions, guidance from public health or other authorities, or in Management's discretion. These restrictions may include, but are not limited to, the following: closure of common areas, access restrictions (including but not limited to elevator or common access areas), reduced staffing or services by Management, limitations on visitors or guests, required social distancing or use of protective equipment, and enhanced cleaning or safety protocols. Residents understand and agree that such restrictions may be in place even if not required by law or local governmental restrictions, if we believe the implementation of said restrictions would increase the safety of the community, or would otherwise be beneficial as a result of any other health emergency. Unless required by local law, the implementation of any emergency restriction does not entitle Residents to abatements, concessions, or damages, or may not serve as the basis for early lease termination.

**Resident Notification.** We will make reasonable efforts to keep the community informed of material information during a public health crisis or other emergency. However, we must take care not to provide inaccurate information and to respect the privacy of other persons at all times, and therefore may be limited in what information we can provide. During an emergency, you should seek up-to-date guidance and information from governmental, law enforcement, and/or public health authorities.

**Resident's Compliance.** To ensure the safety of all in the community during a public health or other emergency, Residents and Management must work together in a cooperative and respectful manner. You agree to follow and comply with any directive or restriction from us and/or governmental authorities. You understand that the failure to follow such restrictions (for example, by failing to follow social distancing protocols, failing to wear proper protective equipment, or improperly accessing of common area facilities or amenities) may risk the health and safety of others in the community. A failure to comply with directives or restrictions is a breach of the Lease and may lead to lease termination. We reserve the right to deny access for persons refusing to abide by our requirements.

**Assumption of the Risk.** You assume the risk of your use of common areas and amenity spaces, including the gym and pool areas, including the risk of disease transmission among members of the community despite the precautions in place. Our decision to open or reopen common areas, the gym, the pool, or other amenities or services at the property is not a representation of the safety of using these areas.

**PET/ANIMAL POLICIES**

- Resident is required to execute a separate addendum before any animal is permitted on the Premises.
- Visiting pets and visiting companion/support animals are not permitted at any time.
- Resident must provide Owner with proof of annual inoculations for rabies, distemper, bordatella, and any other vaccinations required by law.
- Landlord may require that animals be neutered/spayed, with supporting documentation provided.
- Resident is not permitted to keep animals that are undomesticated, dangerous, or not commonly known as pets, as determined by Management in its sole discretion, except as prohibited by law.
- Resident is required to disclose whether the animal (including service or support animal) has ever been designated dangerous by a government authority or veterinarian; has bitten, attacked or caused injury to another animal or person; or has been removed from another residential community.
- Only 2 pets (excluding small pets such as hamsters, fish, etc.) will be permitted per Apartment. Management reserves the right to prohibit, at its sole discretion, certain small pets or to limit the number of small pets.
- Animals may not be left unattended on the balcony. Animals may not defecate and urinate on balconies.
- Companion/Support Animals may be approved as a reasonable accommodation on an individual basis. Management may request information to establish that an animal is a service/assistance animal.
- Residents must properly dispose of pet feces in a sanitary manner. Chronic failure by Resident to properly dispose of animal feces shall be considered a material breach of the Lease and may result in fines or fees. At its sole discretion, Management may institute a DNA testing program to verify the source of animal feces. All residents with animals are required to participate and cover any costs related to said program.

**RESTRICTED DOG BREEDS**

The following dog breeds (including any mix thereof) are not permitted to reside at the Property ("Restricted Breeds"): Akbash, Akita/Akita Inu, American Bulldog, Anatolian Shepherd, Bandog/Bandogge, Beauceron (a.k.a. Berger de Beauce, Bas rouge, Beauce Shepherd, Red Stocking dog), Belgian Shepherd (a.k.a. Belgian Sheep Dog, Malinois, Tervuren, Laekenois, Groenendael), Black Russian Terrier (a.k.a. Russian Bear Schnauzer, Black Terrier, Tchiorny Terrier, Chorny), Boerboel, Briard, Bully Kutta/Bully Cutha/Bohli Kutta (a.k.a. PBK.), Cane Corso (a.k.a. Italian Mastiff), Chinese Shar Pei, Doberman Pinscher, Dogo Argentino, Dogue De Bordeaux (a.k.a. Bordeaux Bulldog, French Mastiff), Fila Brasileiro, Great Dane, Gull Dong (Gull Terr, Bully Gull Terr), Jindo/Chindo, Kangal, Kuchi/Koochee, Kuvasz, Mastiffs, Pit Bull (including Pit Bull Terriers, American Pit Bull Terrier, any Staffordshire Terrier or Bull Terrier), Perro de Presa Mallorquin, Presa Canario (a.k.a. Canary Dogs), Rottweiler, Tosa Inu (a.k.a. Tosa Ken, Japanese Tosa, Japanese Mastiff), Wolf, Wolf-Dog Hybrids (including all wolf-like breeds). The list of Restricted Breeds is subject to change by Management at any time. Management has sole discretion to determine whether an animal is a restricted breed or a mix of a restricted breed and may base its decision on documentation, visual inspection, examination by a veterinarian, and other measures. Note: the list of Restricted Breeds applies to pets only, and not to Support or Service animals that have been approved as a reasonable accommodation.

**E-BIKES, SCOOTERS, AND FIRE SAFETY PROTOCOLS**

E-bikes, scooters, hoverboards, and other mobility devices powered by lithium-ion batteries may present serious fire safety hazards. Any use, possession, or storage of e-bikes, scooters, or other mobility or battery-powered devices is subject to the approval of and regulation by Owner, and the following rules and procedures:

- E-bikes or mobility devices *must* be certified by a nationally recognized testing laboratory (shown with symbols such as UL, ETL, or CSA).
- Owner may require proof of adequate insurance prior to approving the use or possession of an ebike.
- Residents must use the original battery, power adapter, and power cord, or a manufacturer-recommended or certified replacement, as opposed to unapproved or generic charges, cords, or devices.
- Any repairs to the device should be performed by a properly-certified, manufacturer-approved contractor.
- E-bikes and mobility devices may not be charged through an extension cord or power strip.
- Residents should avoid charging E-bikes or mobility devices in their apartment, in the property's common areas, or in the parking area. Residents should instead find a facility that is fire-safe for charging.
- Residents may not leave an E-bike, mobility device, or lithium battery charging overnight or unattended, or near any combustible items.
- Immediately stop charging your device and call 911 if you notice fire, smoke, battery overheating, battery leaking, change in battery shape, or a strange smell or sound from the battery.

### **PARKING AND VEHICLE USE**

All parking on the property is subject to the rules and regulations of Management and/or any independent company hired to manage the parking. Resident agrees to the following rules and restrictions:

- To the extent permitted by local law, Owner reserves the right to tow vehicles at Resident's expense when parked as follows: in a reserved or handicapped parking space without required tags; in a fire zone; blocking access to vehicles or the property; taking up more than one space; without valid parking permits; displaying invalid or expired registration; in abandoned or wrecked condition; or for other lawful reasons.
- Parking spaces may not be used for any purpose other than parking a vehicle.
- No one may use the driveway space in front of their parking spot for additional parking or storage.
- Parking Permits must be displayed at all times. A lost or stolen permit should be reported immediately.
- Management may deny Visitor Parking Permits based on violation of community rules.
- Some properties have designated parking areas or other restrictions for motorcycles, commercial vehicles, recreational vehicles, or other vehicles. Check with Management for these guidelines.
- Resident agrees that neither Owner nor Management is liable for damages related to the towing of any vehicle nor for any consequential damages which may be incurred as a result of said towing, unless such damages are the result of Owner's or Management's negligence, fault, or omission.
- Unless there is a designated car wash area, washing of vehicles in the community is not permitted.
- Residents shall not perform any repairs or maintenance such as changing oil or tuning engines.
- Access to the parking garage is separate from the Resident's lease of residential space, and may be revoked for nonpayment of garage fees.
- Resident shall comply with all requirements imposed by Management (including moving their vehicle) to allow for regular maintenance, repairs, cleaning, snow removal in the garage or parking areas.
- Residents may only use designated EV parking spaces for charging their vehicles, and will comply with all rules or restrictions for such spaces that may be provided by Management. Residents use EV parking spaces at their own risk and acknowledge the risk of damage to their vehicle arising from such use.
- Resident assumes full responsibility for any movers, moving company, or other third parties assisting Resident in the delivery or pick-up of property, including liability for any damage caused by such movers or their vehicles. Resident and his/her movers must not access the residential parking garage unless authorized to do so in writing by the property management.
- If the property has a garage entrance door or parking gate, Resident agrees to comply with the following rules when using the garage or parking area:
  - Always approach exit and entry gates with caution and at a slow rate of speed.
  - Never stop your car where the gate can hit your vehicle as the gate opens and closes.
  - Never follow a vehicle into an open gate. Always use your card to gain entry.
  - Never force the gate open with your car.
  - Never get out of your vehicle while the gates are opening or closing.
  - Do not use the gates with a boat or trailer.
  - Do not operate the gate if there are small children nearby.
  - Do not tamper with the gate or allow occupants or guests to do so.
- Resident releases Management and Owner from any liability or claim arising from the use of parking facilities (including vehicle damage or loss of personal property), except arising from Owner's negligence.

### **SOLICITATION**

Residents should not solicit other Residents for commercial purposes without the approval of Management. Anyone having the approval of the Management to sell or solicit within the Property (such as Girl Scouts, Little League, etc.) must obtain a letter of authorization from Management.

### **COPYRIGHT**

Owner and Agent respect others' intellectual property rights and, where required by law. Residents understand that there may be limitations based on copyright or other law on the display, performance, or exhibition of copyrighted property, and agree to comply with all legal restrictions or reasonable request by Owner. Specifically, and without limitation, Residents acknowledge and agree that they may not be permitted to perform, display, exhibit music or motion pictures beyond Residents' normal circle of a family and its social acquaintances.

**CONDITIONAL APPROVAL OF APPLICATION**

If Landlord's approval of Residents' application for the apartment was based on additional conditions (such as an increased security deposit, guarantor or cosigner, credit qualification, or other requirements), and Residents fail to maintain the required condition through the Lease term, Residents understand and acknowledge that their lease may be terminated or non-renewed on this basis.

**FOREIGN AND MILITARY SERVICE**

Management complies with all applicable laws regarding early lease termination for residents serving in foreign service or the military. Residents wishing to exercise their rights under the applicable statutes must provide required documentation and notice. Any request will be reviewed for compliance with legal requirements.

<b>Resident's Parking, Storage, and Access Items</b>	
<p style="text-align: center;"><b><u>Apartment and Access Keys/Passes</u></b></p> <p>Apartment Key(s): _____</p> <p style="padding-left: 40px;">Replacement Cost: <u>\$100.00</u> per key</p> <p>Mailbox Key(s): <u>2</u></p> <p>Mailbox No.: <u>186</u></p> <p style="padding-left: 40px;">Replacement Cost: <u>\$10.00</u> per key</p> <p>Access Entry Key(s) or Fobs: _____</p> <p style="padding-left: 40px;">Replacement Cost: \$_____ per key</p>	<p style="text-align: center;"><b><u>Parking and Garage Gate Access</u></b></p> <p>No. of Parking Spaces: <u>1</u></p> <p style="padding-left: 40px;">Cost per parking space/month: <u>\$100.00</u></p> <p style="padding-left: 40px;">Cost per 2<sup>nd</sup> parking space/month: \$_____</p> <p style="padding-left: 40px;">Assigned Space Numbers: <u>Assigned</u></p> <p>Parking Permits/Stickers: _____</p> <p style="padding-left: 40px;">Replacement Cost: <u>\$75.00</u> per permit</p> <p>Access Cards/Controls Received: _____</p> <p style="padding-left: 40px;">Replacement Cost: <u>\$75.00</u> per card/control</p>
<p style="text-align: center;"><b><u>Storage Locker</u></b></p> <p>Assigned Locker No. _____</p> <p style="padding-left: 40px;">Cost of Locker Per Month: \$_____</p> <p>Locker Key(s) Given: _____</p> <p style="padding-left: 40px;">Replacement Cost: \$_____</p> <p>Any other rentable items: (including additional parking spaces, keys, or storage lockers):</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p style="text-align: center;"><b><u>Vehicle Information</u></b></p> <p><b>Vehicle 1:</b></p> <p style="padding-left: 40px;">Make: _____</p> <p style="padding-left: 40px;">Model: _____</p> <p style="padding-left: 40px;">Color: _____</p> <p style="padding-left: 40px;">License Plate No.: _____</p> <p style="padding-left: 40px;">Permit or Space No. Assigned: <u>Assigned</u></p> <p><b>Vehicle 2:</b></p> <p style="padding-left: 40px;">Make: _____</p> <p style="padding-left: 40px;">Model: _____</p> <p style="padding-left: 40px;">Color: _____</p> <p style="padding-left: 40px;">License Plate No.: _____</p> <p style="padding-left: 40px;">Permit or Space No. Assigned: _____</p>

I have read, understand, and agree to this **COMMUNITY POLICIES AND PROCEDURES ADDENDUM**:

**RESIDENT(S):**

Amirsina Torfi  
Signature

Somayeh Yarahmadi  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

03/16/2025  
Date

**OWNER**

By: BOZZUTO MANAGEMENT COMPANY

Kristie Lober  
Signature

03/21/2025  
Date



**Addendum to Lease**  
**Tenant Legal Liability Reimbursement & Optional Contents Coverage**

This Addendum to the Lease between Lafayette CDM Apartments LLC  
("Owner"), by its agent, **Bozzuto Management Company** ("Manager"), and Amirsina Torfi, Somayeh  
Yarahmadi

("Residents") provides terms and details of the Lease's requirement that Residents provide tenant legal liability ("TLL") insurance coverage to cover certain losses for which Residents may be liable, including, but not limited to, fire, smoke, explosion, backup or overflow sewer, drain or sump and water damage (the "Required Insurance") and a corresponding monthly TLL Reimbursement Charge that may apply to Residents (the "TLL Reimbursement Charge") who elect not to obtain and show proof of the Required Insurance. In the event of any conflict between the Lease and this Addendum, this Addendum will govern.

**Separate Coverage/Waiver of TLL Reimbursement Charge**

Pursuant to the Lease, Residents are required to carry personal liability for TLL coverage in the amount of \$ 100,000 from a carrier authorized to do business with AM Best Rating of at least A-VII. *(Please note: Certain widely available renter's insurance policies may not qualify under this rating requirement).*

Residents may obtain their own insurance coverage that meets the Required Insurance at any time, and the TLL Reimbursement Charge will be waived for any Residents who do so. To qualify for a waiver, Residents must provide proof of carrying (and maintaining) the Required Insurance, as reasonably determined by Manager, prior to taking occupancy and at the time of each Lease renewal. Any waiver of the TLL Reimbursement Charge will be limited to such periods during which Residents' separate coverage remains in full effect in compliance with the Lease and this Addendum. Residents must ensure that Owner/Manager will be notified directly by the insurer in the event of cancellation of the policy for any reason. Residents must further list the following as an Additional Interested Party on the policy and provide proof of such to Owner and Manager.

Additional Interested Party:      Bozzuto Management  
P.O. Box 660121  
Dallas, TX 75266

**TLL Coverage and Residents' Reimbursement**

Owner carries separate insurance (the "TLL Policy") for Residents who do not provide the Required Insurance on their own. If Residents do not have coverage for the Required Insurance under the Lease or fails to provide proof of such coverage to Owner/Manager, Residents understand that Owner and/or Manager will obtain their own coverage for the Required Insurance, and agree to reimburse Owner for its actual expense of obtaining such coverage as follows:

Monthly TLL Reimbursement Charge: \$12.36

Residents are responsible for paying the TLL Reimbursement Charge due from the start of the Lease and during any month in which the Residents have not provided the Required Insurance, or for any month in which the Required Insurance lapses. Payment of the Monthly TLL Reimbursement Charge satisfies Residents' obligation to provide the Required Insurance. **If Resident elects content coverage from Get Covered, the above charge may include the premium for such coverage as well, as further discussed below.**

### **Optional Contents Coverage**

Residents have the option to obtain additional insurance coverage provided by Get Covered for Residents' personal property as an optional coverage relating to Residents' personal belongings, including furniture, clothing, electronics, jewelry, and other personal items, for events of theft, fire, or water damage, as further defined under the relevant policy documents. **The price of such coverage is based on the Residents' election of coverage and is available directly from Get Covered, and will be disclosed directly by Get Covered to the Residents.**

If coverage is elected, the premium for such coverage will be billed through Residents' resident account, and Residents' failure to pay for the Contents Coverage may be deemed a material violation/default of the Lease. Residents are not required to obtain contents coverage from Get Covered, and may decline such coverage altogether or pursue alternative coverage from another insurance provider.

### **Disclaimer/Disclosures to Residents Regarding the TLL Policy**

**The TLL Reimbursement Charge may not be applicable for Low-Income Housing Tax Credit units or other units receiving subsidies under certain federal or state programs.** If Residents have any question regarding whether their housing program or unit is exempt from the above charge, they should contact the property staff prior to completing this Addendum.

Subject to payment of the Monthly TLL Reimbursement Charge, the TLL Policy satisfies Residents' obligation under the Required Insurance provision, but otherwise protects solely the interests of the Owner and Bozzuto Management Company ("Manager"). Residents are not an Insured, Additional Insured, or Beneficiary under the TLL Policy, and any and all loss payments are made to the Owner and/or Manager. Residents may remain liable for damages in excess of the Required Insurance or for damages caused to third parties. The TLL Policy does not provide personal liability or renters' insurance coverage and does not cover Residents' personal property, additional living expenses, or liability to any party other than Owner or Manager, and Residents agree that Owner and Manager owe them no duty to obtain such coverage. Residents are encouraged to consult with an insurance professional or company of their choice to obtain renters' insurance or other suitable policies to protect their interests. The TLL Reimbursement Charge may be more expensive than a monthly premium from a third-party insurer. Licensed insurance agents/brokers, including those affiliated with Owner/Manager, may receive a commission on the placement of coverage under the TLL Policy. Residents may seek advice from insurance or legal professionals prior to signing this addendum.

Residents must provide proof of their own insurance for the TLL Reimbursement charge to be waived. This proof should include written documentation prior to move-in. Acceptable documentation includes an insurance certificate or policy declarations page that clearly states the coverage amounts, policy effective dates, and insurance provider details meeting the requirements of this Addendum.

Owner may provide Residents with information about insurance programs available to residents, offering an opportunity to purchase renter's insurance from a preferred company, including as specified above. Residents are free to obtain the required insurance from a provider of their choosing. Residents acknowledge that Owner has made no solicitations, guarantees, representations, or promises concerning any insurance or services provided by any insurance company.

### ***Signatures on Following Page***

RESIDENT(S):

Signature: Amirsina Torfi

Signature: Somayeh Yarahmadi

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: 03/16/2025

OWNER: Lafayette CDM Apartments LLC

BY: BOZZUTO MANAGEMENT COMPANY

Signature: Kristie Lober

Name: Kristie Lober

Date: 03/21/2025

# E-SIGNATURE CERTIFICATE

This certificate details the actions recorded during the signing of this Document.



## DOCUMENT INFORMATION

Status	Signed
Document ID	494660778
Submitted	03/21/25
Total Pages	85
Forms Included	Apartment Lease Form, All-In-One Utility Addendum, Bed Bug Addendum, Mold Information and Prevention Addendum, Lease Contract Buy-Out Agreement, City of Santa Clara No-Smoking Addendum, Addendum Regarding Marijuana Use and Landlord's Commitment to Enforcement of Crime Free Addendum, Crime/Drug Free Housing Addendum, Animal Addendum, Package Acceptance Addendum, Photo, Video, and Statement Release Addendum, Proposition 65 Addendum, Short-Term Subletting or Rental Prohibited, Information on Dampness and Mold for Renters in California, Welcome Home Commitment-30 Day Satisfaction, Construction Addendum, Enclosed Garage Addendum, Addendum to Parking, Addendum for Rent Concession, Reasonable Modifications and Accommodations Policy, Violence Against Women Act Lease Addendum, Sustainable Living Addendum, Lease Addendum For California Environmental Law For Trash/Waste/Recycling And Composting, City of Santa Clara - Aircraft and Airport Noise Disclosure, All States - Community Policies 2023, Tenant Legal Liability Insurance Addendum

## PARTIES

### Amirsina Torfi

signer key: 9dc9a5f70d807084c2896ebdad7b94c

IP address: 108.48.107.202

signing method: Blue Moon eSignature Services

authentication method: eSignature by email [REDACTED]

browser: Mozilla/5.0 (Macintosh; Intel Mac OS X 10\_15\_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/133.0.0.0 Safari/537.36

*Amirsina Torfi*

### Somayeh Yarahmadi

signer key: 8346733f9d902aa9cd456323a63a0212

IP address: 108.48.107.202

signing method: Blue Moon eSignature Services

authentication method: eSignature by email [REDACTED]

browser: Mozilla/5.0 (Macintosh; Intel Mac OS X 10\_15\_7) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/133.0.0.0 Safari/537.36

*Somayeh Yarahmadi*

### Kristie Lober

signer key: 1a2e337846e66eb1fdf32bcf661af87a

IP address: 74.95.11.174

signing method: Blue Moon eSignature Services

authentication method: eSignature by email thelafayette@bozzuto.com

*Kristie Lober*

(Property Manager)

## DOCUMENT AUDIT

1	03/16/25 07:22:48 PM CDT	Amirsina Torfi accepted Consumer Disclosure
2	03/16/25 07:27:27 PM CDT	Amirsina Torfi signed Apartment Lease Form

## DOCUMENT AUDIT CONTINUED

3	03/16/25 07:28:23 PM CDT	Amirsina Torfi signed All-In-One Utility Addendum
4	03/16/25 07:28:24 PM CDT	Amirsina Torfi dated All-In-One Utility Addendum
5	03/16/25 07:28:47 PM CDT	Amirsina Torfi signed Bed Bug Addendum
6	03/16/25 07:29:37 PM CDT	Amirsina Torfi signed Mold Information and Prevention Addendum
7	03/16/25 07:30:15 PM CDT	Amirsina Torfi signed Lease Contract Buy-Out Agreement
8	03/16/25 07:30:23 PM CDT	Amirsina Torfi signed City of Santa Clara No-Smoking Addendum
9	03/16/25 07:30:39 PM CDT	Amirsina Torfi signed City of Santa Clara No-Smoking Addendum
10	03/16/25 07:30:48 PM CDT	Amirsina Torfi signed Addendum Regarding Marijuana Use and Landlord's Commitment to Enforcement of Crime Free Addendum
11	03/16/25 07:30:49 PM CDT	Amirsina Torfi dated Addendum Regarding Marijuana Use and Landlord's Commitment to Enforcement of Crime Free Addendum
12	03/16/25 07:30:55 PM CDT	Amirsina Torfi signed Crime/Drug Free Housing Addendum
13	03/16/25 07:30:56 PM CDT	Amirsina Torfi dated Crime/Drug Free Housing Addendum
14	03/16/25 07:31:08 PM CDT	Amirsina Torfi signed Animal Addendum
15	03/16/25 07:31:42 PM CDT	Amirsina Torfi signed Package Acceptance Addendum
16	03/16/25 07:32:03 PM CDT	Amirsina Torfi signed Photo, Video, and Statement Release Addendum
17	03/16/25 07:32:36 PM CDT	Amirsina Torfi signed Proposition 65 Addendum
18	03/16/25 07:32:45 PM CDT	Amirsina Torfi signed Short-Term Subletting or Rental Prohibited
19	03/16/25 07:32:56 PM CDT	Amirsina Torfi signed Information on Dampness and Mold for Renters in California
20	03/16/25 07:33:00 PM CDT	Amirsina Torfi dated Welcome Home Commitment-30 Day Satisfaction
21	03/16/25 07:33:01 PM CDT	Amirsina Torfi signed Welcome Home Commitment-30 Day Satisfaction
22	03/16/25 07:33:46 PM CDT	Amirsina Torfi signed Construction Addendum
23	03/16/25 07:34:04 PM CDT	Amirsina Torfi signed Enclosed Garage Addendum
24	03/16/25 07:34:26 PM CDT	Amirsina Torfi signed Addendum to Parking
25	03/16/25 07:35:36 PM CDT	Amirsina Torfi signed Addendum for Rent Concession
26	03/16/25 07:36:24 PM CDT	Amirsina Torfi signed Reasonable Modifications and Accommodations Policy
27	03/16/25 07:35:44 PM CDT	Amirsina Torfi signed Violence Against Women Act Lease Addendum
28	03/16/25 07:35:46 PM CDT	Amirsina Torfi dated Violence Against Women Act Lease Addendum
29	03/16/25 07:37:33 PM CDT	Amirsina Torfi signed Sustainable Living Addendum
30	03/16/25 07:37:55 PM CDT	Amirsina Torfi signed Lease Addendum For California Environmental Law For Trash/Waste/Recycling And Composting
31	03/16/25 07:38:01 PM CDT	Amirsina Torfi signed City of Santa Clara - Aircraft and Airport Noise Disclosure
32	03/16/25 07:38:02 PM CDT	Amirsina Torfi dated City of Santa Clara - Aircraft and Airport Noise Disclosure
33	03/16/25 07:58:21 PM CDT	Amirsina Torfi signed All States - Community Policies 2023
34	03/16/25 07:58:22 PM CDT	Amirsina Torfi dated All States - Community Policies 2023
35	03/16/25 08:00:51 PM CDT	Amirsina Torfi signed Tenant Legal Liability Insurance Addendum
36	03/16/25 08:00:53 PM CDT	Amirsina Torfi dated Tenant Legal Liability Insurance Addendum
37	03/16/25 08:00:57 PM CDT	Amirsina Torfi submitted signed documents
38	03/16/25 08:49:01 PM CDT	Somayeh Yarahmadi accepted Consumer Disclosure
39	03/16/25 08:49:08 PM CDT	Somayeh Yarahmadi signed Apartment Lease Form
40	03/16/25 08:49:11 PM CDT	Somayeh Yarahmadi signed All-In-One Utility Addendum
41	03/16/25 08:49:12 PM CDT	Somayeh Yarahmadi dated All-In-One Utility Addendum
42	03/16/25 08:49:15 PM CDT	Somayeh Yarahmadi signed Bed Bug Addendum
43	03/16/25 08:49:17 PM CDT	Somayeh Yarahmadi signed Mold Information and Prevention Addendum
44	03/16/25 08:49:21 PM CDT	Somayeh Yarahmadi signed Lease Contract Buy-Out Agreement
45	03/16/25 08:49:23 PM CDT	Somayeh Yarahmadi signed City of Santa Clara No-Smoking Addendum
46	03/16/25 08:49:25 PM CDT	Somayeh Yarahmadi signed City of Santa Clara No-Smoking Addendum
47	03/16/25 08:49:28 PM CDT	Somayeh Yarahmadi signed Addendum Regarding Marijuana Use and Landlord's Commitment to Enforcement of Crime Free Addendum
48	03/16/25 08:49:30 PM CDT	Somayeh Yarahmadi dated Addendum Regarding Marijuana Use and Landlord's Commitment to Enforcement of Crime Free Addendum
49	03/16/25 08:49:33 PM CDT	Somayeh Yarahmadi dated Crime/Drug Free Housing Addendum

## DOCUMENT AUDIT CONTINUED

50	03/16/25 08:49:33 PM CDT	Somayeh Yarahmadi signed Crime/Drug Free Housing Addendum
51	03/16/25 08:49:36 PM CDT	Somayeh Yarahmadi signed Animal Addendum
52	03/16/25 08:49:39 PM CDT	Somayeh Yarahmadi signed Package Acceptance Addendum
53	03/16/25 08:49:41 PM CDT	Somayeh Yarahmadi signed Photo, Video, and Statement Release Addendum
54	03/16/25 08:49:43 PM CDT	Somayeh Yarahmadi signed Proposition 65 Addendum
55	03/16/25 08:49:45 PM CDT	Somayeh Yarahmadi signed Short-Term Subletting or Rental Prohibited
56	03/16/25 08:49:48 PM CDT	Somayeh Yarahmadi signed Information on Dampness and Mold for Renters in California
57	03/16/25 08:49:50 PM CDT	Somayeh Yarahmadi dated Welcome Home Commitment-30 Day Satisfaction
58	03/16/25 08:49:54 PM CDT	Somayeh Yarahmadi signed Welcome Home Commitment-30 Day Satisfaction
59	03/16/25 08:49:59 PM CDT	Somayeh Yarahmadi signed Construction Addendum
60	03/16/25 08:50:02 PM CDT	Somayeh Yarahmadi signed Enclosed Garage Addendum
61	03/16/25 08:50:04 PM CDT	Somayeh Yarahmadi signed Addendum to Parking
62	03/16/25 08:50:07 PM CDT	Somayeh Yarahmadi signed Addendum for Rent Concession
63	03/16/25 08:50:09 PM CDT	Somayeh Yarahmadi signed Reasonable Modifications and Accommodations Policy
64	03/16/25 08:50:12 PM CDT	Somayeh Yarahmadi dated Violence Against Women Act Lease Addendum
65	03/16/25 08:50:12 PM CDT	Somayeh Yarahmadi signed Violence Against Women Act Lease Addendum
66	03/16/25 08:50:15 PM CDT	Somayeh Yarahmadi signed Sustainable Living Addendum
67	03/16/25 08:50:18 PM CDT	Somayeh Yarahmadi signed Lease Addendum For California Environmental Law For Trash/Waste/Recycling And Composting
68	03/16/25 08:50:20 PM CDT	Somayeh Yarahmadi signed City of Santa Clara - Aircraft and Airport Noise Disclosure
69	03/16/25 08:50:21 PM CDT	Somayeh Yarahmadi dated City of Santa Clara - Aircraft and Airport Noise Disclosure
70	03/16/25 08:50:24 PM CDT	Somayeh Yarahmadi signed All States - Community Policies 2023
71	03/16/25 08:50:26 PM CDT	Somayeh Yarahmadi signed Tenant Legal Liability Insurance Addendum
72	03/16/25 08:50:28 PM CDT	Somayeh Yarahmadi submitted signed documents
73	03/21/25 03:58:31 PM CDT	Kristie Lober accepted Consumer Disclosure
74	03/21/25 03:58:31 PM CDT	Kristie Lober signed Apartment Lease Form
75	03/21/25 03:58:31 PM CDT	Kristie Lober dated All-In-One Utility Addendum
76	03/21/25 03:58:31 PM CDT	Kristie Lober signed All-In-One Utility Addendum
77	03/21/25 03:58:31 PM CDT	Kristie Lober dated Bed Bug Addendum
78	03/21/25 03:58:31 PM CDT	Kristie Lober signed Bed Bug Addendum
79	03/21/25 03:58:31 PM CDT	Kristie Lober signed Mold Information and Prevention Addendum
80	03/21/25 03:58:31 PM CDT	Kristie Lober signed Lease Contract Buy-Out Agreement
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87	03/21/25 03:58:31 PM CDT	Kristie Lober dated Animal Addendum
88	03/21/25 03:58:31 PM CDT	Kristie Lober signed Animal Addendum
89	03/21/25 03:58:31 PM CDT	Kristie Lober signed Package Acceptance Addendum
90	03/21/25 03:58:31 PM CDT	Kristie Lober dated Package Acceptance Addendum
91	03/21/25 03:58:31 PM CDT	Kristie Lober dated Photo, Video, and Statement Release Addendum
92	03/21/25 03:58:31 PM CDT	Kristie Lober signed Photo, Video, and Statement Release Addendum
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95	03/21/25 03:58:31 PM CDT	Kristie Lober dated Short-Term Subletting or Rental Prohibited
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**DOCUMENT AUDIT CONTINUED**

97	03/21/25 03:58:31 PM CDT	Kristie Lober dated Welcome Home Commitment-30 Day Satisfaction
98	03/21/25 03:58:31 PM CDT	Kristie Lober signed Welcome Home Commitment-30 Day Satisfaction
99	03/21/25 03:58:31 PM CDT	Kristie Lober dated Construction Addendum
100	03/21/25 03:58:31 PM CDT	Kristie Lober signed Construction Addendum
101	03/21/25 03:58:31 PM CDT	Kristie Lober signed Enclosed Garage Addendum
102	03/21/25 03:58:31 PM CDT	Kristie Lober signed Addendum to Parking
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110	03/21/25 03:58:31 PM CDT	Kristie Lober dated Lease Addendum For California Environmental Law For Trash/Waste/Recycling And Composting
111	03/21/25 03:58:31 PM CDT	Kristie Lober signed Lease Addendum For California Environmental Law For Trash/Waste/Recycling And Composting
112	03/21/25 03:58:31 PM CDT	Kristie Lober dated City of Santa Clara - Aircraft and Airport Noise Disclosure
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118	03/21/25 03:58:31 PM CDT	Kristie Lober signed Tenant Legal Liability Insurance Addendum
119	03/21/25 03:58:31 PM CDT	Kristie Lober submitted signed documents



## Agenda Report

25-226

Agenda Date: 4/9/2025

### REPORT TO DEVELOPMENT REVIEW HEARING

#### SUBJECT

PUBLIC HEARING: Action on the Architectural Review (PLN25-00028) for the Modification of Previously Approved plans (PLN22-00168) for the Addition of 82 Square Feet to the Second Floor of a Previously Approved Two-Story Residence Resulting in a 3,411 Square Foot Residence with Five Bedrooms and Five Bathrooms Located at 3674 Macintosh Street

**File No.:** PLN25-00028

**Location:** 3674 Macintosh Street, a 6,129 square foot lot, located on mid-block on the western side between Laurie Ave and Baird Ave, APN: 101-22-039

**Applicant:** Arbel Toumeh

**Owner(s):** Tony Wong and Cindy Nguyen

**Request:** **Architectural Review** for the modification of previously approved plans (PLN22-00168) for the addition of 82 square feet to a previously approved second floor addition at 3674 Macintosh Street

#### PROJECT DATA

The Project Data and Compliance Table is included as Attachment 2.

#### POINTS FOR CONSIDERATION

- The proposed project is in a residential tract consisting of both one- and two-story residences. See Vicinity Map in Attachment 1.
- The existing site is currently a one-story ranch style home which has been previously approved in PLN22-00168 for a two-story addition. See Attachment 5 for information on the prior project request.
- PLN22-00168 allowed for a 1,327 square foot 2<sup>nd</sup> floor addition, 161 square foot 1<sup>st</sup> floor expansion, and general remodel of the existing portions of the residence. PLN22-00168 was approved July 6, 2022. The Building Permit for the project, BLD22-64836, has all reviews complete, however construction has not started.
- Per the Santa Clara City Code 18.120(D)1. d. the request to modify or expand the existing second story requires Architectural Review approval through a Development Review Hearing.
- The proposal is to modify the previously approved two-story home by adding an additional 82 square feet to the proposed rear portion of the second floor of the home. As seen from the front of the house, the addition balances the massing of the structure compared to the previously approved project.
- The proposed project complies with the City's Single-Family and Duplex Residential Design Guidelines (2014). Specifically, the project is consistent with the guidelines, in that:
  - The front of the house is oriented toward the primary street frontage with an emphasis on the front porch or entry element toward the street by architectural design and landscaping treatment.

- The architectural features of the proposed design including the light-colored stucco and contrasting window, and door trim are true to the architectural form and appropriate for the neighborhood.
- The project proposes a modification to a previously approved second-story addition, the modification enlarges the second-story addition but keeps the addition under the maximum of 66% of the first-floor area.
- The proposed project meets the required findings set forth in Santa Clara City Code 18.120.
- There are no active City code enforcement cases for this property.
- A neighborhood notice was distributed within a 300 - foot radius of the subject site for this project review.

### **FINDINGS SUPPORTING STAFF'S RECOMMEDATION**

Granting the Architectural Review approval requires the following findings consistent with City Code Section 18.120.020(F):

- 1) *That any off-street parking area, screening strips, and other facilities and improvements necessary to secure the purpose and intent of this title and the general plan of the City area a part of the proposed development, in that:*
  - The proposal provides the required two covered parking spaces at the front of the residence with the two-car garage.
  - The required parking spaces are not located in the required front yard or side yard landscaped areas.
  - The proposed project provides areas surfaced with all-weather materials of parking vehicles.
- 2) *That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that:*
  - The proposed residence would not create traffic congestion or hazards.
  - Public streets are adequate in size and design to serve the proposed one-story residence, and the use will not create a substantive increase in traffic.
- 3) *That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City, in that:*
  - The proposed project is consistent with the City's Single-Family Design Guidelines (2014):
    - Architectural features of the proposed design area are true to the architectural form and appropriate for the neighborhood.
    - The proposed project is consistent with the scale and design found in the existing surrounding neighborhoods.
- 4) *That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development, and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that:*
  - The project is subject to the California Building Code and City Code requirements, which serve to regulate new construction to protect public health, safety, and general welfare.

5) That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of this title, in that:

- The proposed project is consistent with the City's Single-Family Design Guidelines (2014):
  - The project would create a house design that is compatible in scale and character with the housing types that are typical in the neighborhood as the proposed design will have similar design and massing to the adjacent properties.

### **CONDITIONS OF APPROVAL**

Conditions of approval are proposed for the project and are contained in Attachment 3.

### **ENVIRONMENTAL REVIEW**

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 (Class 3 - New Construction or Conversion of Small Structures), in that the proposed project is for the modification of a proposed new single-family residence and the demolition of an existing single-story residence, which meets Class 3 exemption requirements.

### **PUBLIC CONTACT**

Public contact was made by posting the Development Review Hearing agenda on the City's official notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

A public hearing notice was mailed to property owners within a 300-foot radius of the project site on March 27, 2025. As of the writing of this report, planning staff has not received public comments for this application.

### **RECOMMENDATION**

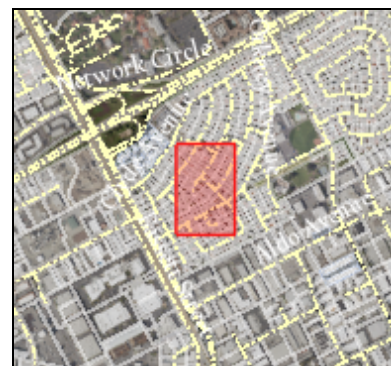
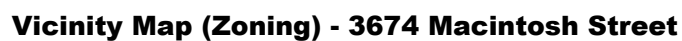
**Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15303 (Class 3 - New Construction or Conversion of Small Structures) and **Approve** the Architectural Review for the addition of 82 Square Foot to a previously approved Second Floor Addition located at 3674 Macintosh Street, subject to the findings and conditions of approval.

Prepared by: Daniel Sobczak, Associate Planner, Community Development Department  
Approved by: Sheldon S. Ah Sing, Development Review Officer, Community Development Department

### **ATTACHMENTS**

1. Vicinity Map
2. Project Data and Compliance Table

3. Conditions of Approval
4. Development Plans
5. Web Links - 7/6/22 DRH meeting staff report and attachments



## Base Layers

### Site Addresses

Single

- Utility

## Streets

### Air Parcels

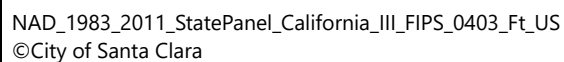
## Land Parcels

Land Parcels



PLN25-00028

created on 03/05/2025 11:50:26



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



## Legend

### Base Layers

#### Site Addresses

Single

Utility

#### Streets

Streets

Air Parcels

Land Parcels

Land Parcels

Land Parcels



## Notes

PLN25-00028

created on 03/05/2025 11:54:28

0 200 400 ft

NAD\_1983\_2011\_StatePlane\_California\_III\_FIPS\_0403\_Ft\_US

©City of Santa Clara

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Attachment 2: Project Data/Compliance**

**Project Address: 3674 Macintosh Street**  
**Zoning: R1-6L**

**Project Number: PLN25-00028**

Standard	Existing	Approved	Proposed	Requirement	Complies? (Y/N)
<b>Lot Area (SF) (min):</b>	6,129	6,129	6,129	6,000	Y
<b>Building Square Footage (SF)</b>					
<b>1<sup>st</sup> Floor:</b>	1,475	1,685	1,685	--	--
<b>2<sup>nd</sup> Floor:</b>	--	1,327	1,409	--	--
<b>Garage:</b>	478	478	478	--	--
<b>Porch/Patio:</b>	48	0	0	--	--
<b>Accessory Building</b>	99	99	90	600 Max	Y
<b>Total:</b>	2,100	3,954	4,027	--	--
<b>% of 2<sup>nd</sup> floor to 1<sup>st</sup> floor:</b>	--	61%	65%	66% max	Y
<b>Building Coverage (%)</b>					
<b>Building Coverage (All):</b>	2,100 SF / 34%	2,263 SF / 36.9%	2,253 SF / 36.9 %	40% max	Y
<b>Main Building Setbacks (FT)</b>					
<b>Front (1<sup>st</sup> floor):</b>	20	20	20	20	Y
<b>(2<sup>nd</sup> floor):</b>		25	25		
<b>Left Side (1<sup>st</sup> floor):</b>	5'-3"	5'-3"	5'-3"	5	Y
<b>(2<sup>nd</sup> floor):</b>		10'-3"	10'-3"	10	
<b>Right Side (1<sup>st</sup> floor):</b>	8	8	8	5	Y
<b>(2<sup>nd</sup> floor):</b>		13	13	10	
<b>Rear (1<sup>st</sup> floor):</b>	28'-10"	28'-10"	28'-10"	20	Y
<b>(2<sup>nd</sup> floor):</b>		28'-10"	28'-10"		
<b>Height (FT)</b>					
<b>Main building:</b>	13'-5"	24'-4"	24'-4"	25	Y
<b># of Bedrooms/Bathrooms:</b>	3/2	5 / 5	5 / 5	--	--
<b>Parking:</b>					
<b>Is the site Gov. Code 65863.2 (AB 2097) eligible?</b>					N
<b>Off-street</b>	2 - Spaces	2 - Spaces	2 - Spaces	2 - Spaces	Y
<b>Common Living Area (SFR)</b>	--	26%	26%	Min 25%	Y
<b>Open Landscaped Area (Front):</b>	>35%	>35%	>35%	>35%	Y

## Conditions of Architectural Review Approval

PLN25-00028 / 3674 Macintosh

**Architectural Review for the modification of previously approved plans (PLN22-00168) for the addition of 82 Square Foot to a previously approved Second Floor Addition at 3674 Macintosh Street**

### GENERAL

- G1. **Permit Expiration.** This Permit shall automatically be revoked and terminated if not used within **two years** of original grant or within the period of any authorized extensions thereof. The date of granting of this Permit is the date this Permit is approved by the Development Review Officer and all appeal periods have been exhausted. The expiration date is April 15, 2027.
- G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.
- G3. **Conditions on Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.
- G4. **Code Compliance.** Comply with all requirements of Building and associated codes (the California Building Code, California Electric Code, California Mechanical Code, California Plumbing Code, California Green Building Code, the California Energy Code, etc.) current at the time of application for Building Permit, that includes grading and site utility permits.

### DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE

- P1. **Tree Planting (On-site).** All new development front yard landscaping shall include, at a minimum, one 15-gallon size tree and a permanent irrigation system to be installed by the developer prior to occupancy

### DURING CONSTRUCTION

- P2. **Construction Hours.** Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.
- P3. **Construction Trash/Debris.** During construction activities, the owner or designee is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

- P4. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.
- E1. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for construction-related water runoff measures prior to issuance of permits.

#### **OPERATIONAL CONDITIONS**

- P5. **Use of Garage.** The owner or designee shall ensure that the garage always be maintained free and clear for vehicle parking use. It shall not be used only for storage.
- P6. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.
- P7. **Landscaping.** The owner or designee shall maintain the front yard landscaping between the house and sidewalk. New landscape areas of 500 square feet or more or rehabilitated landscape areas of 2,500 square feet or more shall conform to the California Department of Water Resources Water Efficient Landscape Ordinance.
- E2. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for post-construction water runoff measures prior to issuance of a building permit.

#### **KEY:**

G = General

P = Planning Division

E = Public Works Engineering (Stormwater)

**ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL**

*Permittee/Property Owner*

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Relationship to Property: \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

SCOPE OF WORK

THIS PROJECT WAS APPROVED FOR ARCHITECTURAL REVIEW, PER PLN22-00168, AND BUILDING REVIEW, PER BLD22-64836. THE CURRENT PLANS INCLUDE MINOR MODIFICATIONS TO THE FIRST FLOOR REMODELING AND A SLIGHTLY LARGER FLOOR AREA ADDITION TO THE SECOND FLOOR THAN THE APPROVED PLANS.

DESIGNING 161.63 SQ FT ADDITION FLOOR AREA IN THE RECESSED ENTRY AREA OF THE FIRST FLOOR FOR THE ACCESS STAIRS, AND 1409.89 SQ FT SECOND FLOOR ADDITION, INCLUDING TWO BEDROOMS AND TWO BATHROOMS. UPGRADING THE ELECTRICAL SERVICE, INSTALLING TWO HEATING COOLING SYSTEMS FOR TWO STORIES, INSTALLING A SEPARATE WATER METER AND UPGRADING WATER SYSTEM, LEGALIZING THE GARAGE BATHROOM AND RE-TRAINING THE GARAGE EVC.

PROJECT INFORMATION

ASSESSOR'S PARCEL NO. (APN)	101-22-039
ZONING DISTRICT	R1- 6L
OCCUPANCY GROUP	R-3/U
CONSTRUCTION TYPE	V-B
FLOOD ZONE	X
FIRE PROTECTION	FULLY SPRINKLERED
(DEFERRAL SUBMITTAL) FULLY SPRINKLERED	
(DESIGN AND INSTALLATION OF A RESIDENTIAL AUTOMATIC FIRE SPRINKLER SYSTEM, PER NFPA 13D, FOR ENTIRE RESIDENCE & ITS ATTACHED GARAGE, WILL BE UNDER A SEPARATE PERMIT APPLICATION, TO BE SUBMITTED FOR FIRE PLAN REVIEW AND APPROVAL)	
NUMBER OF STORIES	2
GARAGE PARKING SPACE	2
SLOPE AT BUILDING'S EDGE	0
AVERAGE SLOPE OF ENTIRE SITE	0
LOT AREA	6129 SF
BUILDING MAXIMUM HEIGHT	24'4"
MAXIMUM ALLOWED LOT COVERAGE	%40
MAXIMUM ALLOWED BUILDING HEIGHT	25'
MINIMUM REQUIRED 1st FLOOR FRONT SETBACK	20'
MINIMUM REQUIRED REAR SETBACK	20'
MINIMUM REQUIRED SIDE SETBACK	5'

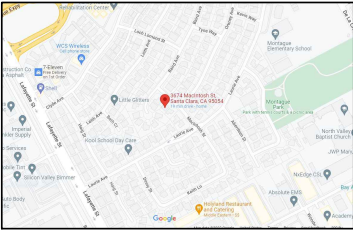
FAR, COVERAGE, 2nd FLOOR RATIO

<u>FAR</u>	
(E) RESIDENCE:	1474.99 SF
(E) GARAGE	478.64 SF
(E) ENTRY COVERED PORCH	48.75 SF
(E) 1st FLOOR AREA	2002.38 SF
(P) 1st FLOOR ENTRY ADDITION	161.63 SF
(P) 1st FLOOR TOTAL AREA	2164.01 SF
(P) 2nd FLOOR (ADDITION) TOTAL AREA	1327.21 SF
(P) 1st FLOOR & 2nd FLOOR ADDITION	1571.52 SF
(P) HOUSE TOTAL AREA	3573.90 SF
(P) 1st FLOOR REMODELING AREA	616.47 SF
(P) INSIDE DEMOLITION AREA	616.47 SF
<u>LOT COVERAGE</u>	
(E) LOT AREA	6129 SF
(P) 1st FLOOR TOTAL AREA	2164.01 SF
(E) SHED STORAGE 1:	99 SF
(P) 2164.01 +99= 2263.01 SF / 6129 SF	36.9% < 40%
<u>2nd FLOOR AREA / 1st FLOOR AREA RATIO</u>	
1409.89 SF / 2164.01 SF	65%

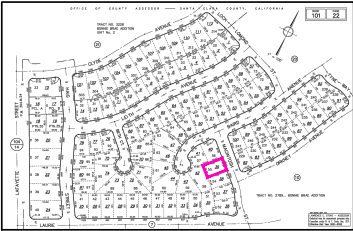
BEDROOMS AND BATHROOMS

(E) BEDROOMS	3
(E) BATHROOMS	2
(P) BEDROOMS (3) E + (P) 2 ON 2nd FLOOR)	5
(P) BATHROOMS (E) 2 + 1 LEGALIZED POWDER ROOM + (P) 2	5

CINDY NGUYEN & TONY WONG  
2nd FLOOR ADDITION & REMODELING  
3674 MACINTOSH St. SANTA CLARA CITY, CA 95054



VICINITY MAP



PARCEL MAP

BUILDING CODES

- CFC 2022 CALIFORNIA FIRE CODE
- CBC 2022 CALIFORNIA BUILDING CODE
- CRC 2022 CALIFORNIA RESIDENTIAL CODE
- CPC 2022 CALIFORNIA PLUMBING CODE
- CEC 2022 CALIFORNIA ELECTRICAL CODE, TITLE 24
- CMC 2022 CALIFORNIA MECHANICAL CODE
- CALIFORNIA ENERGY CODE 2022 (BUILDING ENERGY EFFICIENCY STANDARDS)
- CALGREEN 2022 CALIFORNIA GREEN BUILDING CODE

DRAWINGS INDEX

ARCHITECTURE	
A1.1	COVER SHEET
A1.2	NEIGHBORHOOD
A2.1	(E) SITE PLAN
A2.2	(P) SITE PLAN
A3.1	(E&D) 1st FLOOR PLAN
A3.2	(E) ELEVATION
A4.1	(P) 1st FLOOR PLAN
A4.2	(P)2nd FLOOR PLAN
A4.3	FLOOR PLAN DIAGRAM
A4.4	(P) ELEVATIONS-1
A4.5	(P) ELEVATIONS-2
A4.6	(P) SECTIONS
A5.1	(P) ELEVATIONS MATERIALS
A5.2	PROPERTY'S PHOTOS & TREE REMOVAL

OWNERS  
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2nd FL. ADDITION & REMODELING  
3674 MACINTOSH St. SANTA CLARA  
CITY, CA 95054

DRAWING TITLE  
COVERSHEET

DATE 01-15-2024	

ENGINEER

DESIGNER  
ARBEL TOUMEH

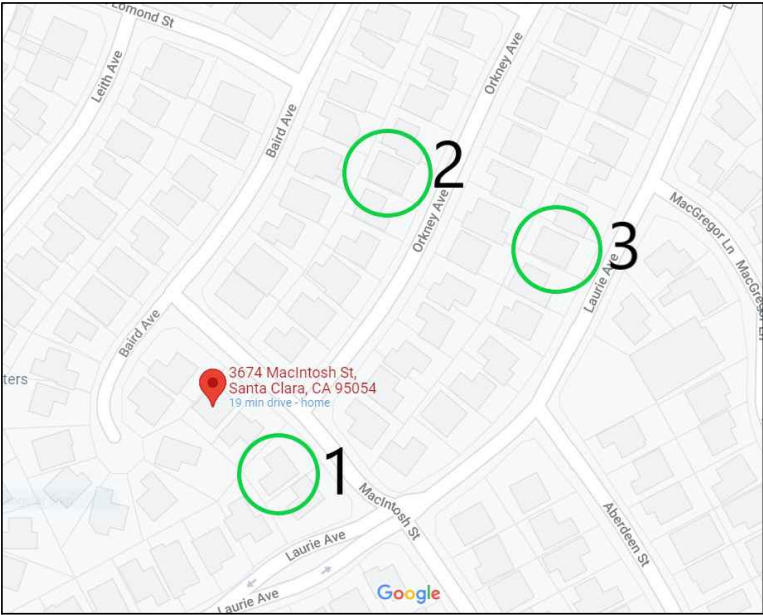
DRAWN

APPROVED

FILE NO.

SHEET NO.  
A-1.1

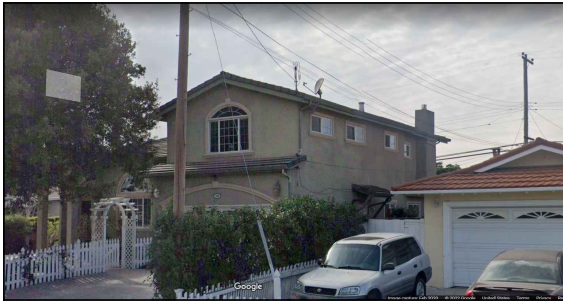
# THE 2 STORY SINGLE FAMILY HOUSES IN THE SUBJECT PROPERTY NEIGHBORHOOD (3 CASES)



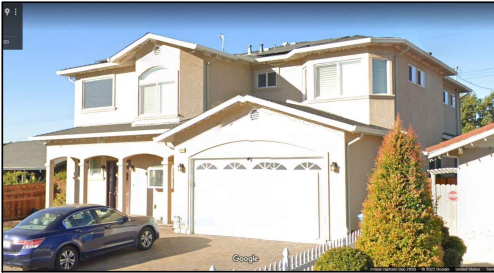
KEY PLAN



1



3



2



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**CITY, CA 95054**

DRAWING TITLE

**NEIGHBORHOOD**  
**TWO STORY HOUSES**

DATE

01-15-2024


ENGINEER

DESIGNER

ARBEL TOUMEH

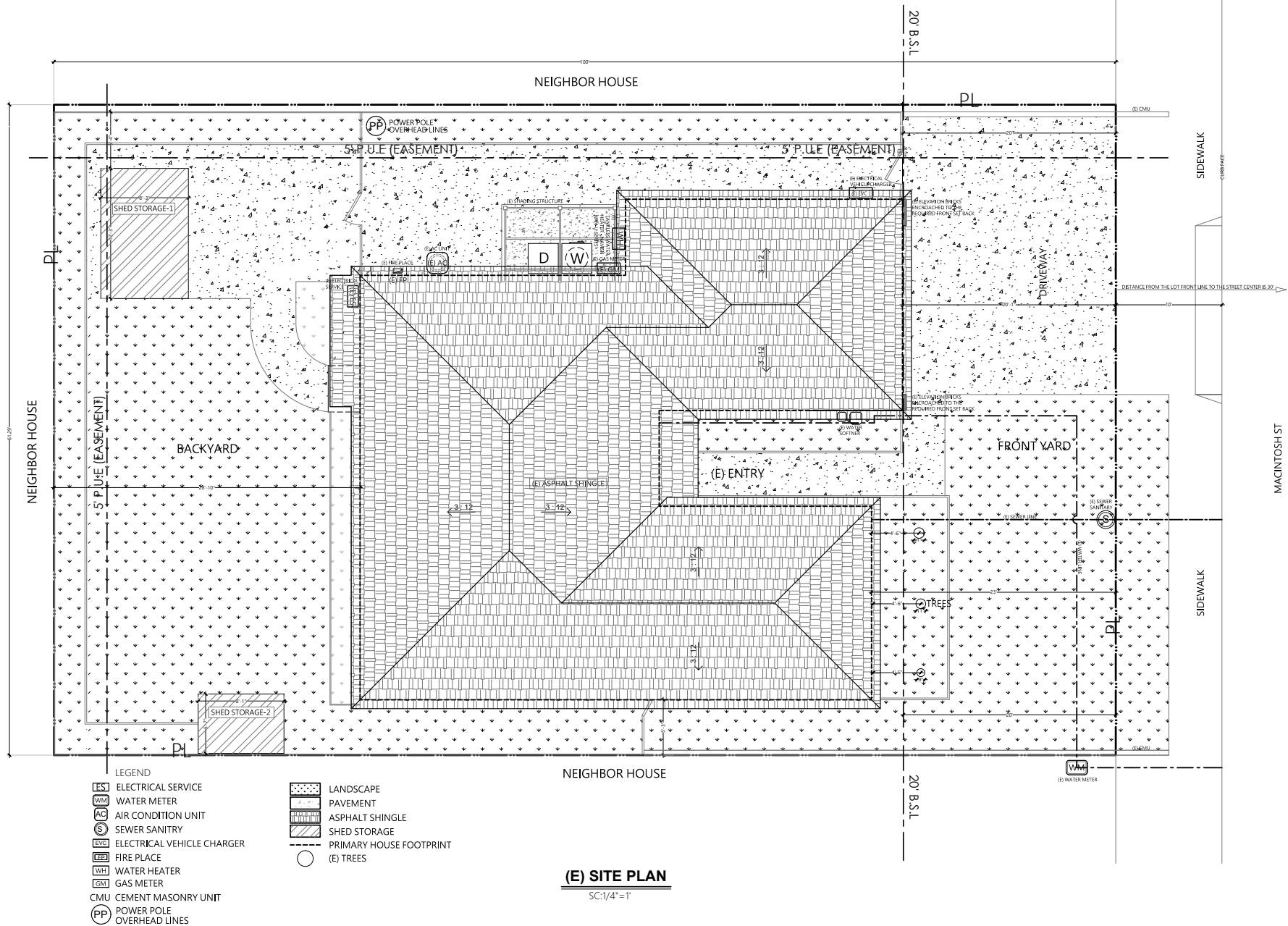
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**A-1.2**



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**CITY, CA 95054**

**DRAWING TITLE**  
**(E) SITE PLAN**

**DATE**  
**01-15-2024**

**ENGINEER**

**DESIGNER**  
**ARBEL TOUMEH**

**DRAWN**

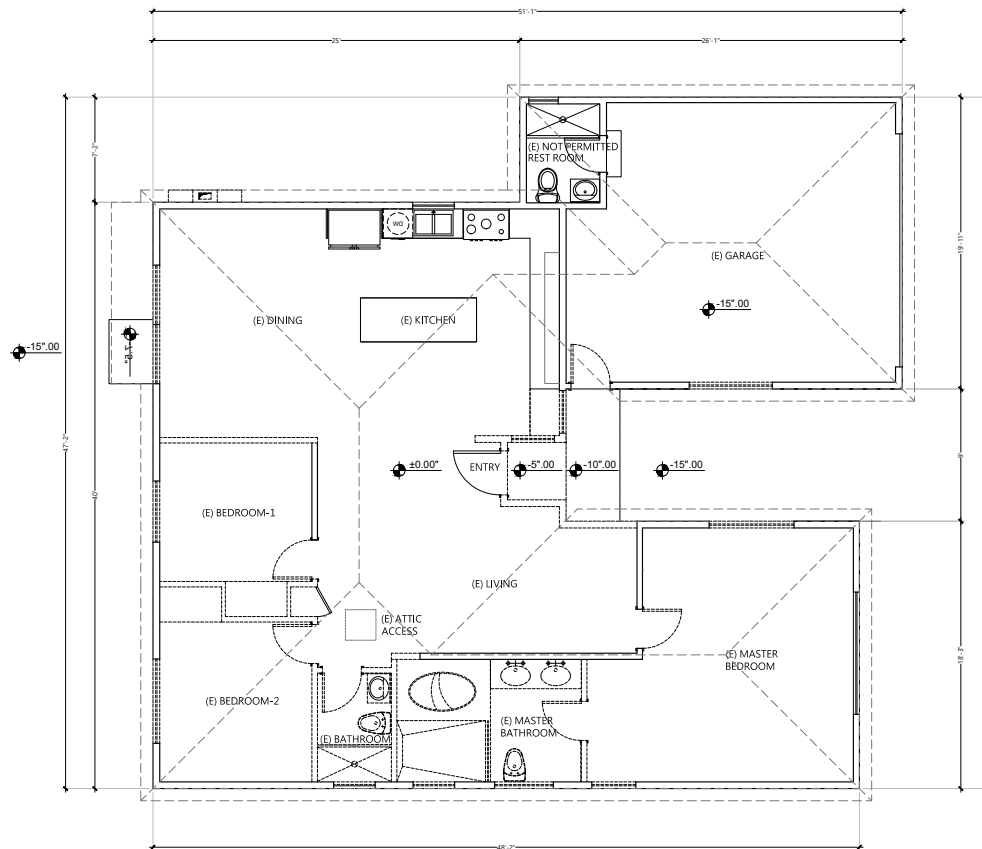
**APPROVED**

**FILE NO.**

**SHEET NO.**

**A-2.1**





===== TO BE DEMOLISHED WALLS AND ELEMNTS  
 ===== (E) WALLS

### (E&D) 1st FLOOR PLAN

SC: 1/4" = 1'



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#### DRAWING TITLE

**(E) 1st FLOOR PLAN**

#### DATE

**01-15-2024**

#### ENGINEER

#### DESIGNER

**ARBEL TOUMEH**

#### DRAWN

#### APPROVED

#### FILE NO.

#### SHEET NO.

**A-3.1**

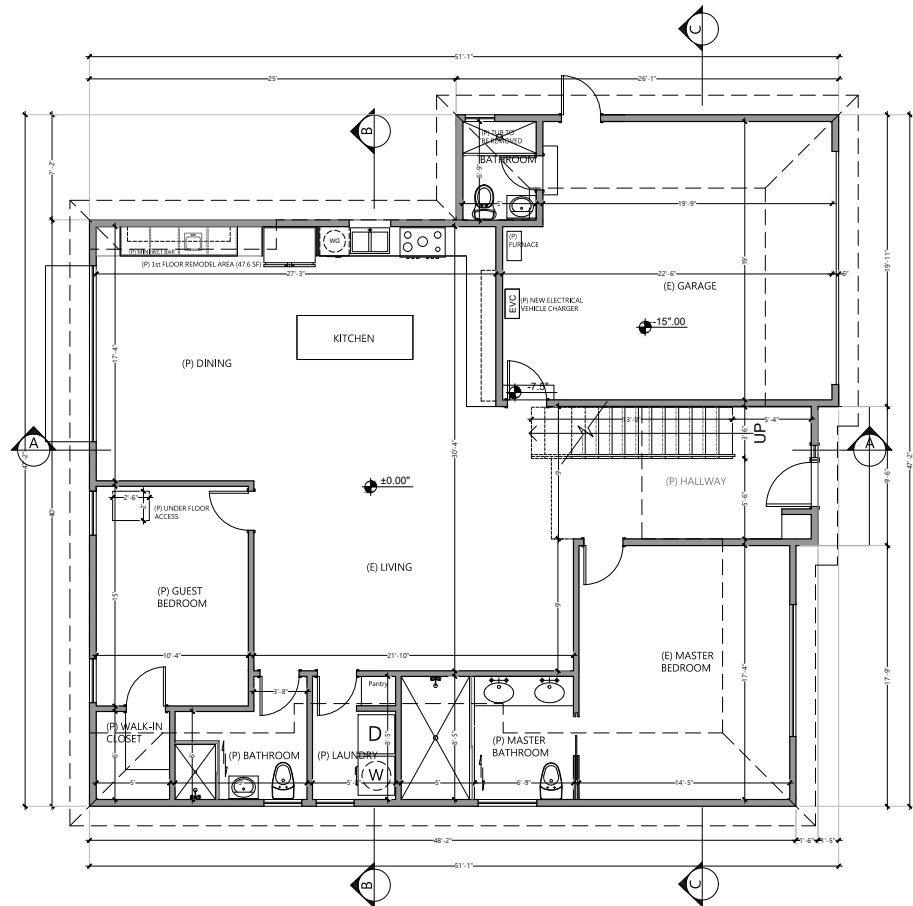
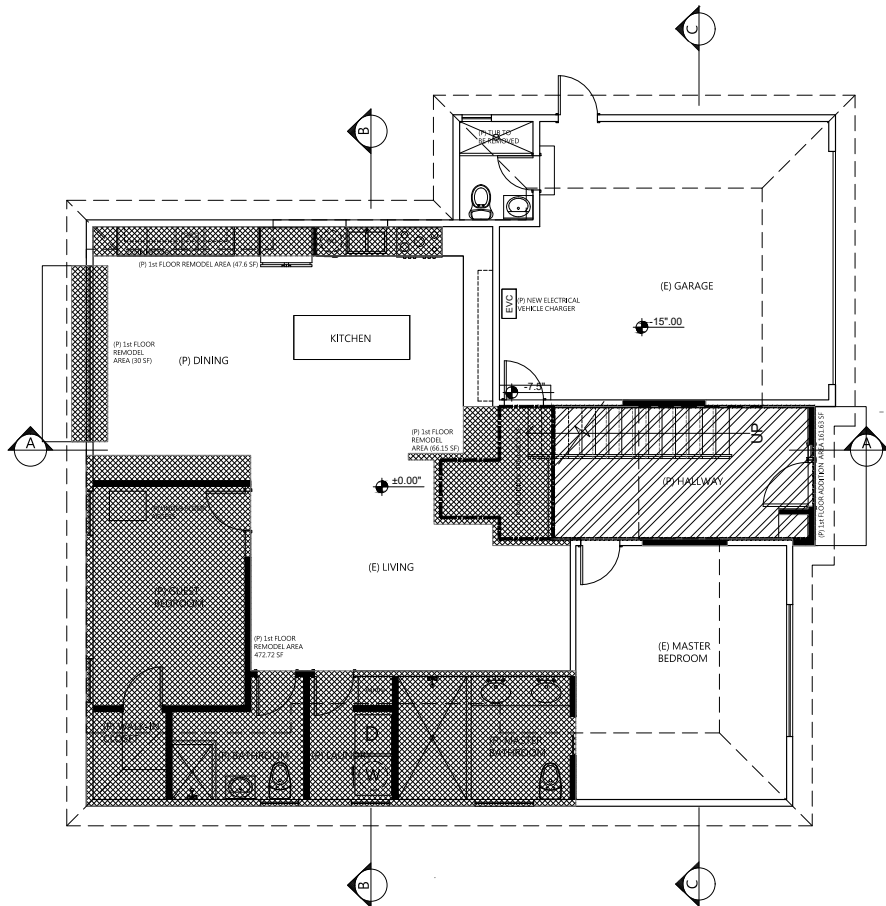


**(E) REAR ELEVATION**

**(E) LEFT ELEVATION**

**(E) RIGHT ELEVATION**

### A-3.2



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**CITY, CA 95054**

**DRAWING TITLE**  
**(P) 1st FLOOR PLAN**

<b>DATE</b>	<b>01-15-2024</b>

**ENGINEER**

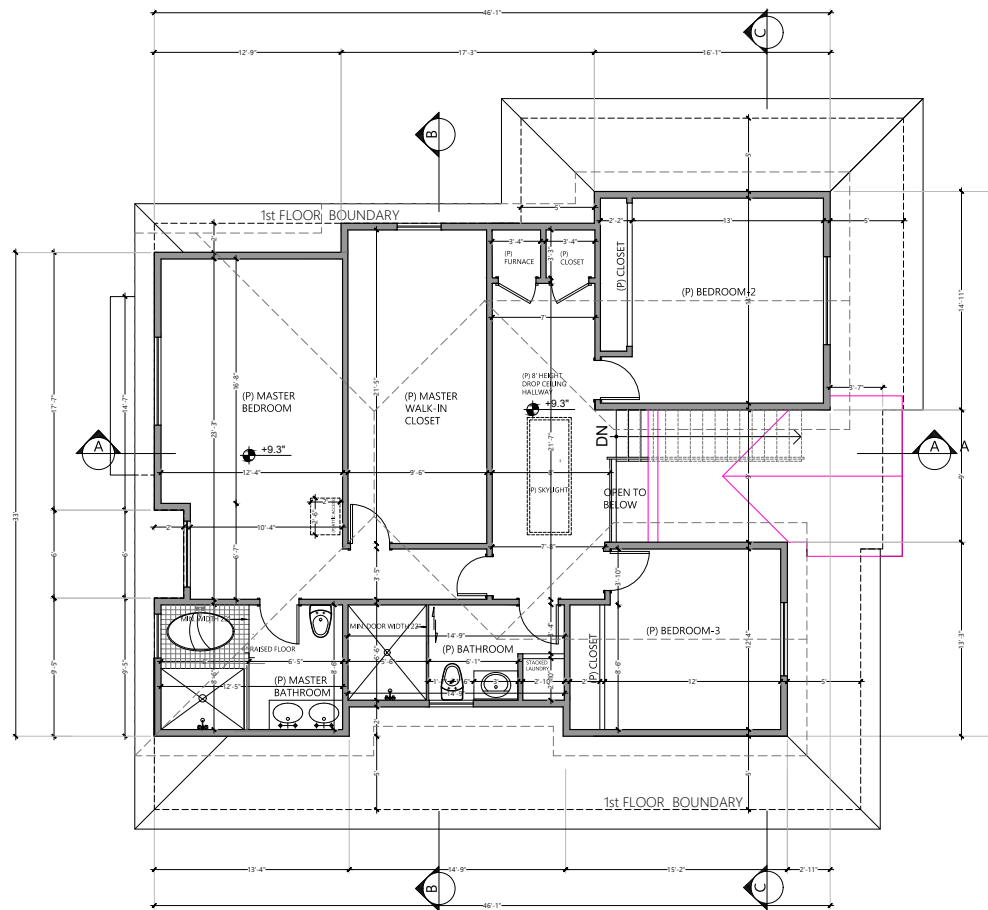
**DESIGNER**  
**ARBEL TOUMEH**

**DRAWN**

**APPROVED**

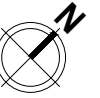
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**SHEET NO.**  
**A-4.1**



**(P) 2nd FLOOR ADDITION PLAN**

SC:1/4"=1'



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CHINA VISION COMMUNITY  
3674 MARCATA BLVD  
SAN JOSE, CA 95134

**DRAWING TITLE**  
**(P) 2nd FLOOR  
ADDITION PLAN**

<b>DATE</b>	<b>01-15-2024</b>

**ENGINEER**

**DESIGNER**  
**ARBEL TOUMEH**

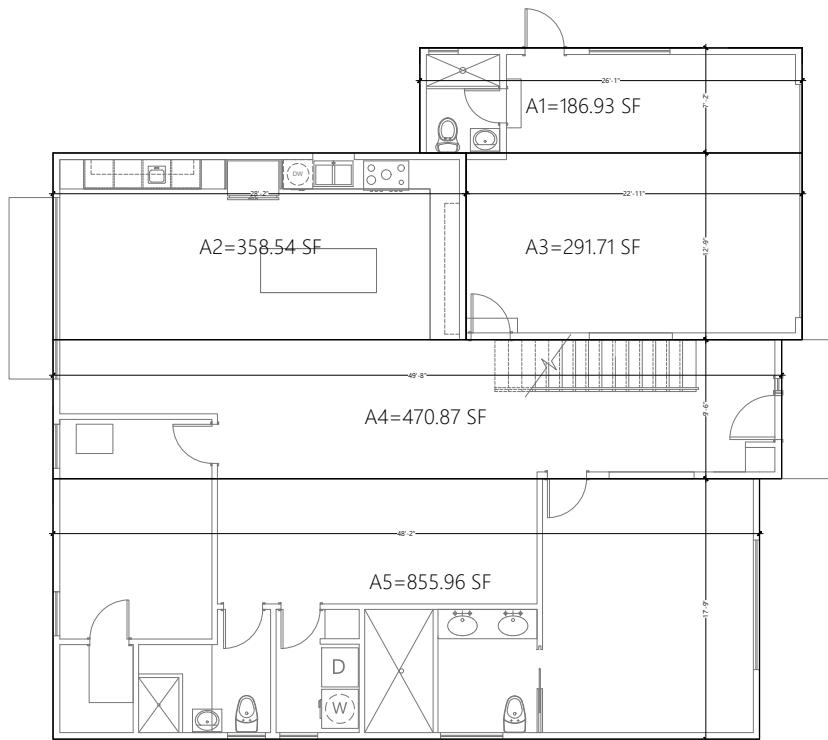
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**APPROVED**

**FILE NO.**

**SHEET NO.**

**A-4.2**



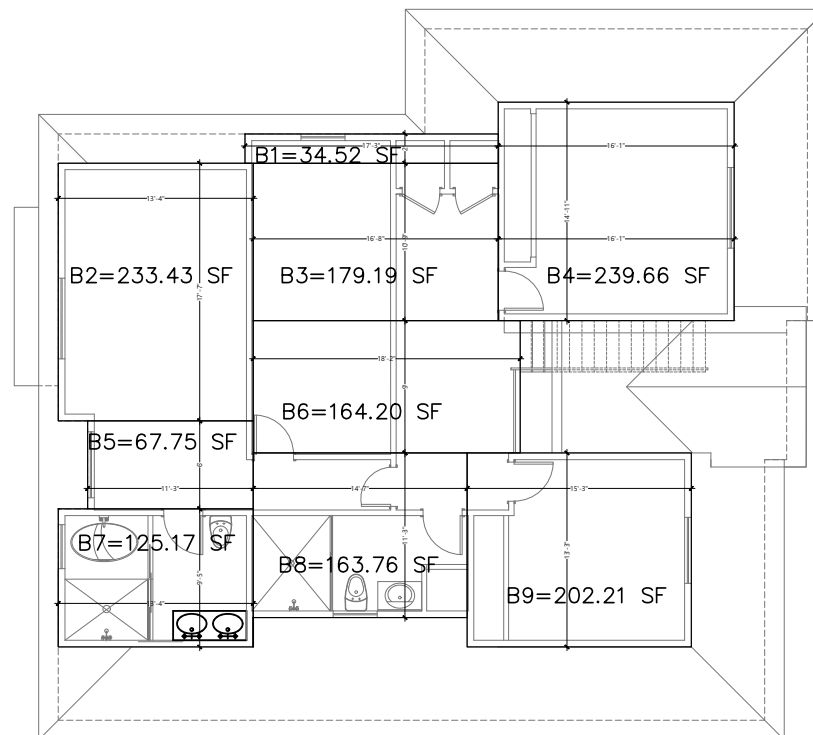
(P) 1st FLOOR AREA

GARAGE AREA (A1+A3) = 478.64 SF

HABITABLE AREA (A2+A4+A5) = 1685.37 SF

1st FLOOR AREA = 2164.01 SF

TOTAL HOUSE AREA = 2164.01 SF + 1409.89 SF = 3573.9 SF



(P) 2nd FLOOR AREA

HABITABLE AREA = (B1 TO B9) = 1409.89 SF

THE ACCESS STAIRS TO SECOND FLOOR AREA HAS BEEN COUNTED IN THE 1st FLOOR AREA, NOT THE 2nd FLOOR.

2nd FLOOR AREA = 1409.89 SF

# FLOOR AREA DIAGRAM

SC:1/4"=1'



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DRAWING TITLE  
FLOOR AREA DIAGRAM

DATE  
01-15-2024

ENGINEER

DESIGNER  
ARBEL TOUMEH

DRAWN

APPROVED

FILE NO.

SHEET NO.

A-4.3



**(P) FRONT ELEVATION**

SC: 1/4" = 1'



**(P) REAR ELEVATION**

SC: 1/4" = 1'

ELEVATION MATERIALS  
WALLS: SOFT STUCCO  
WINDOWS: VINYL OR FIBERGLASS  
ROOF: ASPHALT SHINGLE

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**DRAWING TITLE**

**(P) ELEVATIONS 1**

**DATE**

**01-15-2024**

**ENGINEER**

**DESIGNER**

**ARBEL TOUMEH**

**DRAWN**

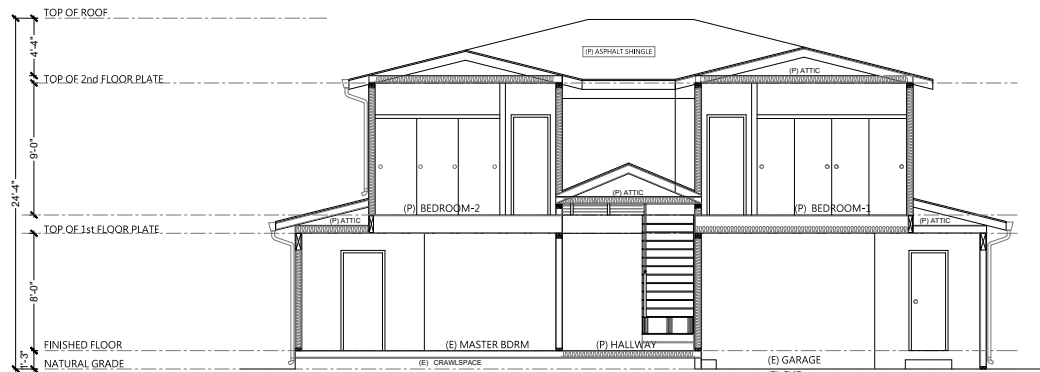
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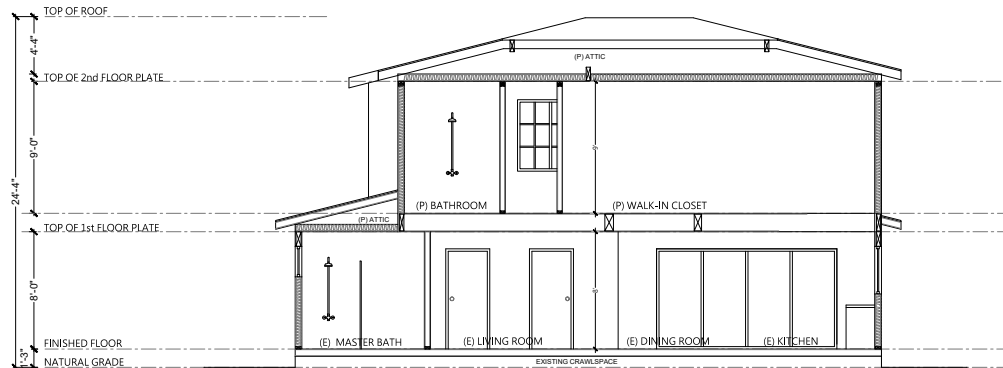
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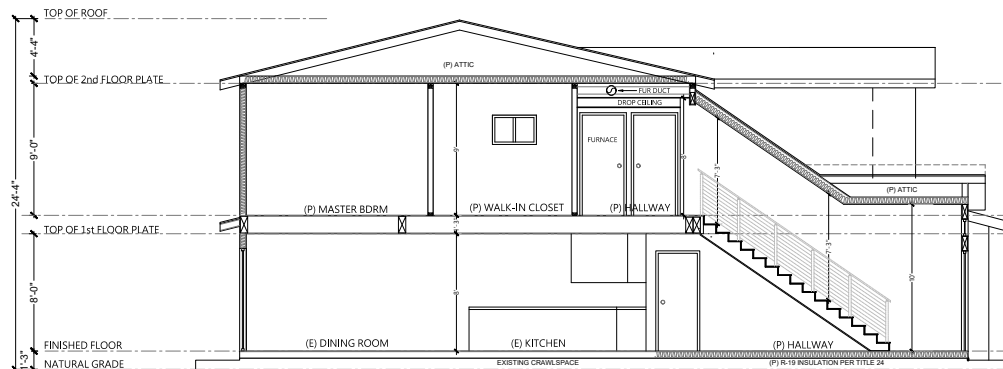
## SECTION C-C

SC:1/4"=1'



## SECTION B-B

SC:1/4"=1'



## SECTION A-A

SC:1/4"=1'

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**3674 MACINTOSH ST. SANTA CLARA**  
**CITY, CA 95054**

### DRAWING TITLE

**(P) SECTIONS**

### DATE

**01-15-2024**

### ENGINEER

### DESIGNER

**ARBEL TOUMEH**

### DRAWN

### APPROVED

### FILE NO.

### SHEET NO.

**A-4.6**



**(P) FRONT ELEVATION**

SC:1/4"=1'



**(P) RIGHT ELEVATION**

SC:1/4"=1'



**(P) REAR ELEVATION**

SC:1/4"=1'

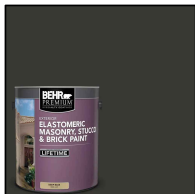


**(P) LEFT ELEVATION**

SC:1/4"=1'



DET. 1 - BEHR, WHITE NO. 270 OR SIMILAR COLOR OF THE WHITE STUCCO ELEVATION SURFACES



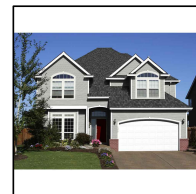
DET. 2 - BEHR, DEEP BASE NO. 67 OR SIMILAR COLOR OF THE DARK GRAY STUCCO ELEVATION SURFACES



DET. 3 - MILGROD OR SIMILAR CASEMENT WINDOWS WITH BARS VINYL OR FIBERGLASS & DARK GREY COLOR



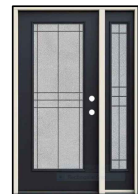
DET. 4 - OWENS CORNING ESTATE GRAY SHINGLE ROOF OR SIMILAR SHINGLE ROOF SAMPLE



DET. 4 - OWENS CORNING ESTATE GRAY SHINGLE ROOF OR SIMILAR SHINGLE ROOF TEXTURE



DET. 5 - Bay View Collection Bronze 9.5" High Outdoor Wall Light Model Lavery / Style # 94593 OR Similar EXTERIOR WALL LIGHTING



DET. 6 - Left-Hand Single Lite Dikworth Decorative Black Fiberglass or Similar

**(P) ELEVATION MATERIALS & COLORS**

SC:1/4"=1'

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2nd FL. ADDITION & REMODELING  
3674 MACINTOSH ST. SANTA CLARA  
CITY, CA 95054

**DRAWING TITLE**  
**(P) ELEVATIONS**  
**MATERIALS & COLORS**

**DATE**

01-15-2024

**ENGINEER**

**DESIGNER**

**ARBEL TOUMEH**

**DRAWN**

**APPROVED**

**FILE NO.**

**SHEET NO.**

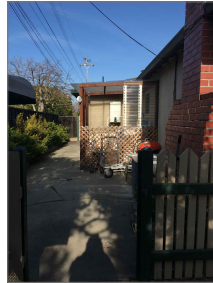
**A-5.1**



FRONT VIEW



FRONT RIGHT VIEW



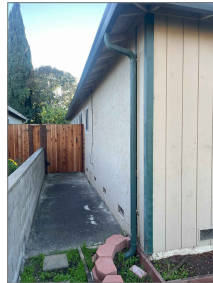
RIGHT YARD VIEW (FROM REAR YARD)



REAR VIEW - FROM LEFT YARD



REAR VIEW - FROM RIGHT YARD



LEFT YARD VIEW (FROM FRONT YARD)



#### CITY OF SANTA CLARA ARBORIST NOTES

##### I. GENERAL

- No cutting of any part of city trees, including roots, shall be done without securing approval and direct supervision from the city arborist or arborist employed by city (438-435-5083).
- No cutting of any part of private trees, including roots, shall be done without direct supervision of an international society of arboriculture (ISA) certified arborist.
- When construction occurs within the drip line of existing trees, contractor shall pile the soil on the side away from the tree. When this is not possible, place soil on plywood, tarp, or 4" x 8" thick bed of mulch. This is to help prevent cutting into the soil surface when the backhoe or tractor blade refills the trench.
- Buffal spurs trenches quickly within hours of excavation when they occur within the drip line of existing trees. If this is not possible and the weather is hot, dry, or windy, contractor must keep root ends moist by covering them with wet burlap. If the temperatures is 80°F or greater, the burlap must be inspected every hour and re-wet as necessary to maintain a constant cool moist condition. If the temperature is below 80°F, the burlap must be inspected every four hours and re-wet as necessary to maintain a constant cool moist condition. Small roots can dry out and die in 10-15 minutes. Larger roots can mummify in an hour or less under unfavorable weather conditions.
- When roots 2" or larger are required to be cut, shovels by hand near the roots and prune the roots with an industry-approved pruning tool. Roots that are accidentally broken should be pruned two inches from the damaged end. Chained or saw roots are more likely to allow decay to begin. Sharply cut roots produce a flush of new roots helping the tree to recover from its injury.
- Contractor shall notify the city arborist or arborist employed by city 72 hours in advance of any work requiring digging around or within the drip line of existing trees.
- A clear system of flagging must be provided around trees within 20' of this proposed grading. Contractor shall secure approval of each system from the city arborist or arborist employed by city.
- Materials, equipment, temporary buildings, fuels, paints and other construction items shall not be placed within the drip line of existing trees.



#### CITY OF SANTA CLARA ARBORIST NOTES

##### II. ROADING

- When trees are to be retained to completely enclose the tree protection zone prior to demolition, grubbing or grading. Fencing shall be placed at the drip line of existing trees or, if possible, 1.5 times the radius of the drip line out from the trunk of the tree. A warning sign shall be prominently displayed on each fence. The sign shall be a minimum of 8 1/2" x 11" and clearly state "warning - tree protection zone this fence shall not be removed without approval from the city arborist/project arborist". Fences shall be 6 feet tall, chain link or equivalent, as approved by the city arborist or arborist employed by city. Fences shall remain until all grading and construction work is completed. In addition, wrap all trees with straw waddle up to the first main branch, and then wrap straw fencing around the waddle on all trees in the construction zone to protect them from back damage caused by the work.
- No trenching shall be done within the drip line of existing trees without the approval of the city arborist or arborist employed by city. Open trenching is the most cause of a public tree in prohibited areas to cause when the trenching falls outside the drip line of the tree involved. Exceptions may be allowed if, in the opinion of the city arborist or arborist employed by city, the impact of trenching on the tree will be negligible.
- Any cutting of existing roots of city trees shall be done with approved light equipment under the direct supervision of the city arborist or arborist employed by city. Any cutting of existing roots of private trees shall be done with approved equipment under the direct supervision of an ISA certified arborist. The original grade at the base of existing trees shall not be modified. If a grade increase is necessary, dry wells should be used.
- Grading should not create drainage problems for trees by channeling water into them, or creating runoff areas.
- All grading within the drip line of city trees shall be done with approved light equipment under the direct supervision of the city arborist or arborist employed by city. All grading within the drip line of private trees shall be done with approved equipment under the direct supervision of an ISA certified arborist. The original grade at the base of existing trees shall not be modified. If a grade increase is necessary, dry wells should be used.
- When trenching is allowed, the contractor must first cut roots with a vermeer root cutter prior to any trenching to avoid tagging or pulling of roots.
- Trees that are determined to be removed by the city arborist or arborist employed by city due to an unforeseen circumstance during construction shall be replaced by the



#### CITY OF SANTA CLARA ARBORIST NOTES

##### III. OTHER PROTECTION

- Contractor shall tag and identify existing trees which are to remain within the project limits and on the public right-of-way prior to start of work. Protect all tagged trees at all times from damage by the work. Treatment of all minor damage to tagged trees shall be performed by an ISA certified arborist or other personnel approved by the city arborist or arborist employed by city. If a tagged tree is permanently



#### CITY OF SANTA CLARA ARBORIST NOTES

##### IV. TREE REMOVAL

- Contractor shall remove the tree, including the roots, from the site and replace each removed tree with an equal sized tree. If such replacement is not possible, the contractor shall reimburse to the tree owner the amount listed in the table below. The city arborist or arborist employed by city shall be the sole judge of the condition of any tree. Contractor shall provide regular watering of existing landscaping within the construction area through the construction period.
- Contractor shall pay the tree owner the value of existing trees to remain that died or were damaged because of the contractor's failure to provide adequate protection and maintenance. The payment amount shall be in accordance with the following schedule of values, using "tree value" method established in the most recent issue of the "guide for establishing values of trees and other plants", prepared by the council of tree and landscape architects.

Tree diameter	Value
7 inches	\$ 3,400
8 inches	\$ 3,600
9 inches	\$ 4,000
10 inches	\$ 4,200
11 inches	\$ 4,600
12 inches	\$ 5,000
13 inches	\$ 5,400
14 inches	\$ 5,800
15 inches	\$ 6,200
16 inches	\$ 6,600
17 inches	\$ 7,000
18 inches and over	\$ 7,400

Add for each additional inch

\$ 1,000

**Design Arbel**  
www.arbel.us  
info@arbel.us  
408.890.8775  
15466 Los Gatos Blvd. Ste 209-022  
Los Gatos CA 95024

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**PROJECT TITLE**  
**CINDY NGUYEN & TONY WONG**  
**2nd FL. ADDITION & REMODELING**  
**3674 MACINTOSH ST. SANTA CLARA**  
**CITY, CA 95054**

**DRAWING TITLE**  
**PROPERTY'S PHOTOS**

**DATE**  
**01-15-2024**

**ENGINEER**

**DESIGNER**  
**ARBEL TOUMEH**

**DRAWN**

**APPROVED**

**FILE NO.**

**SHEET NO.**

**A-5.2**

## Web Links

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### **DRH Meeting (July 6, 2022):**

Here you will find documents related to the Development Review Hearing meeting such as the staff report and attachments.

<https://santaclara.legistar.com/LegislationDetail.aspx?ID=5711767&GUID=A72CB60C-5F3E-4E6B-8279-D428D247065D&Options=&Search=>

**These documents are available for viewing in the Community Development Department**



## Agenda Report

25-331

Agenda Date: 4/9/2025

### REPORT TO DEVELOPMENT REVIEW HEARING

#### **SUBJECT**

PUBLIC HEARING: Action on the Architectural Review (PLN25-00066) for the demolition of an existing single-family residence and the construction of a one-story 2,219 square foot single-family residence with four bedrooms and three bathrooms at 1964 Los Padres Boulevard

**File No.:** PLN25-00066  
**Location:** 1964 Los Padres Boulevard, a 6129 square foot lot, located on the corner of Los Padres Boulevard and Menzel Place, APN: 224-12-020  
**Applicant:** Studio 61 Architects Inc  
**Owner(s):** Carolyn Myers  
**Request:** Architectural Review for the removal of an existing single-family residence and the construction of a new 2,219 square foot single-story residence with four bedrooms and three bathrooms at 1967 Los Padres Boulevard

#### **PROJECT DATA**

The Project Data and Compliance Table is included as Attachment 2.

#### **POINTS FOR CONSIDERATION**

- The proposed project is in a residential tract consisting of both one- and two-story residences. See Vicinity Map in Attachment 1.
- The existing site is currently a one-story ranch style home with a garage and driveway fronting Los Padres Boulevard. The Applicant proposes to relocate their driveway and garage to Menzel Place and maintain the front of the house on Los Padres.
- Per the Santa Clara City Code 18.120(D)1.d. The request to modify or expand the existing second story requires Architectural Review approval through a Development Review Hearing.
- The proposal includes removal of the existing single-family residence and the construction of a new 2,219 square foot single-story residence with four bedrooms and three bathrooms.
- The proposed project complies with the City's Single-Family and Duplex Residential Design Guidelines (2014). Specifically, the project is consistent with the guidelines, in that:
  - The front of the house is oriented toward the primary street frontage with an emphasis on the front porch or entry element toward the street by architectural design and landscaping treatment.
  - The architectural features of the proposed design including two tone stucco, light-colored on the top half and a darker stucco on the lower half of the residence, contrasting window and fascia board, a composite wood wrapped porch, and steel gable louvers are true to the architectural form and appropriate for the neighborhood.
  - The project proposes a new single-story home of 19 feet, four inches that compliments the existing mix of one and two-story homes within the neighborhood.
- The proposed project meets the required findings set forth in Santa Clara City Code 18.120.

- There are no active City code enforcement cases for this property.
- A neighborhood notice was distributed within a 300 - foot radius of the subject site for this project review.

### **FINDINGS SUPPORTING STAFF'S RECOMMEDATION**

Granting the Architectural Review approval requires the following findings consistent with City Code Section 18.120.020(F):

- 1) *That any off-street parking area, screening strips, and other facilities and improvements necessary to secure the purpose and intent of this title and the general plan of the City area a part of the proposed development, in that:*
  - The proposal provides the required two covered parking spaces at the side of the residence with the two-car garage.
  - The required parking spaces are not located in the required front yard or side yard landscaped areas.
  - The proposed project provides areas surfaced with all-weather materials of parking vehicles.
- 2) *That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that:*
  - The proposed residence would not create traffic congestion or hazards.
  - Public streets are adequate in size and design to serve the proposed one-story residence, and the use will not create a substantive increase in traffic.
- 3) *That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City, in that:*
  - The proposed project is consistent with the City's Single-Family Design Guidelines (2014):
    - Architectural features of the proposed design area are true to the architectural form and appropriate for the neighborhood.
    - The proposed project is consistent with the scale and design found in the existing surrounding neighborhoods.
- 4) *That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development, and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that:*
  - The project is subject to the California Building Code and City Code requirements, which serve to regulate new construction to protect public health, safety, and general welfare.
- 5) *That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of this title, in that:*
  - The proposed project is consistent with the City's Single-Family Design Guidelines (2014):

- The project would create a house design that is compatible in scale and character with the housing types that are typical in the neighborhood as the proposed design will have similar design and massing to the adjacent properties.

### **CONDITIONS OF APPROVAL**

Conditions of approval are proposed for the project and are contained in Attachment 3.

### **ENVIRONMENTAL REVIEW**

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15303 (Class 3 - New Construction or Conversion of Small Structures), in that the proposed project is for the modification of a proposed new single-family residence and the demolition of an existing single-story residence, which meets Class 3 exemption requirements.

### **PUBLIC CONTACT**

Public contact was made by posting the Development Review Hearing agenda on the City's official notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

A public hearing notice was mailed to property owners within a 300-foot radius of the project site on March 27, 2025. As of the writing of this report, planning staff has not received public comments for this application.

### **RECOMMENDATION**

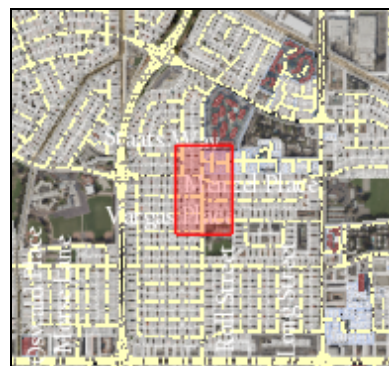
**Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15303 (Class 3 - New Construction or Conversion of Small Structures) and **Approve** the Architectural Review for the removal of an existing single-family residence and the construction of a new 2,219 square foot single-story residence located at 1967 Los Padres Boulevard, subject to the findings and conditions of approval.

Prepared by: Daniel Sobczak, Associate Planner, Community Development Department

Approved by: Sheldon S. Ah Sing, Development Review Officer, Community Development Department

### **ATTACHMENTS**

1. Vicinity Map
2. Project Data and Compliance Table
3. Conditions of Approval
4. Development Plans



### Legend

## Base Layers

### Site Addresses

Single

- Transit

- Utility

## Streets

1 2 3 4 5

### Air Parcels

## Land Parcels

Land Parcels

### Common Areas



## Notes

PLN25-00066

created on 03/05/2025 12:56:10



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

## General Plan Map - 1964 Los Padres Boulevard



### Legend

#### Base Layers

#### Site Addresses

- Single
- Transit
- Utility

#### Streets

#### Air Parcels

#### Land Parcels

- Land Parcels
- Common Areas



### Notes

PLN25-00066

created on 03/05/2025 12:49:17

0 200 400  
ft

NAD\_1983\_2011\_StatePlane\_California\_III\_FIPS\_0403\_Ft\_US  
©City of Santa Clara

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

**MissingdAttachment 2: Project Data/Compliance**

**Project Address: 1964 Los Padres Boulevard**  
**Zoning: R1-6L**

**Project Number: PLN25-00066**

<b>Standard</b>	<b>Existing</b>	<b>Proposed</b>	<b>Requirement</b>	<b>Complies? (Y/N)</b>
<b>Lot Area (SF) (min):</b>	6,574	6,574	6,000	Y
<b>Building Square Footage (SF)</b>				
<b>1<sup>st</sup> Floor:</b>	1,250	2,219	--	--
<b>Garage</b>	466	360	--	--
<b>Porch/Patio:</b>	105	45	--	--
<b>Total:</b>	1,716	2,579	--	--
<b>Floor Area Ratio:</b>	0.26:1	0.39:1	--	--
<b>Building Coverage (%)</b>				
<b>Building Coverage (All):</b>	27.7	39.92	40% max	Y
<b>Main Building Setbacks (FT)</b>				
<b>Front:</b>	--	20	20	Y
<b>Right Side:</b>	--	5'-1"	5	Y
<b>Side, Corner:</b>	--	14'-1"	10	Y
<b>Rear:</b>	--	20	20	Y
<b>Height (FT)</b>				
<b>Main building:</b>	--	19'-4"	< 25	Y
<b># of Bedrooms/Bathrooms:</b>	--	4 / 3	--	--
<b>Parking:</b>				
<b>Is the site Gov. Code 65863.2 (AB 2097) eligible?</b>				N
<b>Off-street</b>	--	2 spaces	2 spaces	Y
<b>Common Living Area (SFR)</b>	--	>25%	Min 25%	Y
<b>Open Landscaped Area (Front):</b>	--	>35%	Min 35%	Y

## Conditions of Architectural Review Approval

PLN25-00066 / 1967 Los Padres Boulevard

**Architectural Review for the removal of an existing single-family residence and the construction of a new 2,219 square foot single-story residence with four bedrooms and three bathrooms at 1967 Los Padres Boulevard**

### GENERAL

- G1. **Permit Expiration.** This Permit shall automatically be revoked and terminated if not used within **two years** of original grant or within the period of any authorized extensions thereof. The date of granting of this Permit is the date this Permit is approved by the Development Review Officer and all appeal periods have been exhausted. The expiration date is April 9, 2027.
- G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.
- G3. **Conditions on Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.
- G4. **Code Compliance.** Comply with all requirements of Building and associated codes (the California Building Code, California Electric Code, California Mechanical Code, California Plumbing Code, California Green Building Code, the California Energy Code, etc.) current at the time of application for Building Permit, that includes grading and site utility permits.

### DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE

- P1. **Tree Planting (On-site).** All new development front yard landscaping shall include, at a minimum, one 15-gallon size tree and a permanent irrigation system to be installed by the developer prior to occupancy

### DURING CONSTRUCTION

- P2. **Construction Hours.** Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.
- P3. **Construction Trash/Debris.** During construction activities, the owner or designee is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

- P4. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.
- E1. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for construction-related water runoff measures prior to issuance of permits.

#### **OPERATIONAL CONDITIONS**

- P5. **Use of Garage.** The owner or designee shall ensure that the garage always be maintained free and clear for vehicle parking use. It shall not be used only for storage.
- P6. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.
- P7. **Landscaping.** The owner or designee shall maintain the front yard landscaping between the house and sidewalk. New landscape areas of 500 square feet or more or rehabilitated landscape areas of 2,500 square feet or more shall conform to the California Department of Water Resources Water Efficient Landscape Ordinance.
- E2. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for post-construction water runoff measures prior to issuance of a building permit.

#### **KEY:**

G = General

P = Planning Division

E = Public Works Engineering (Stormwater)

#### **ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL**

*Permittee/Property Owner*

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

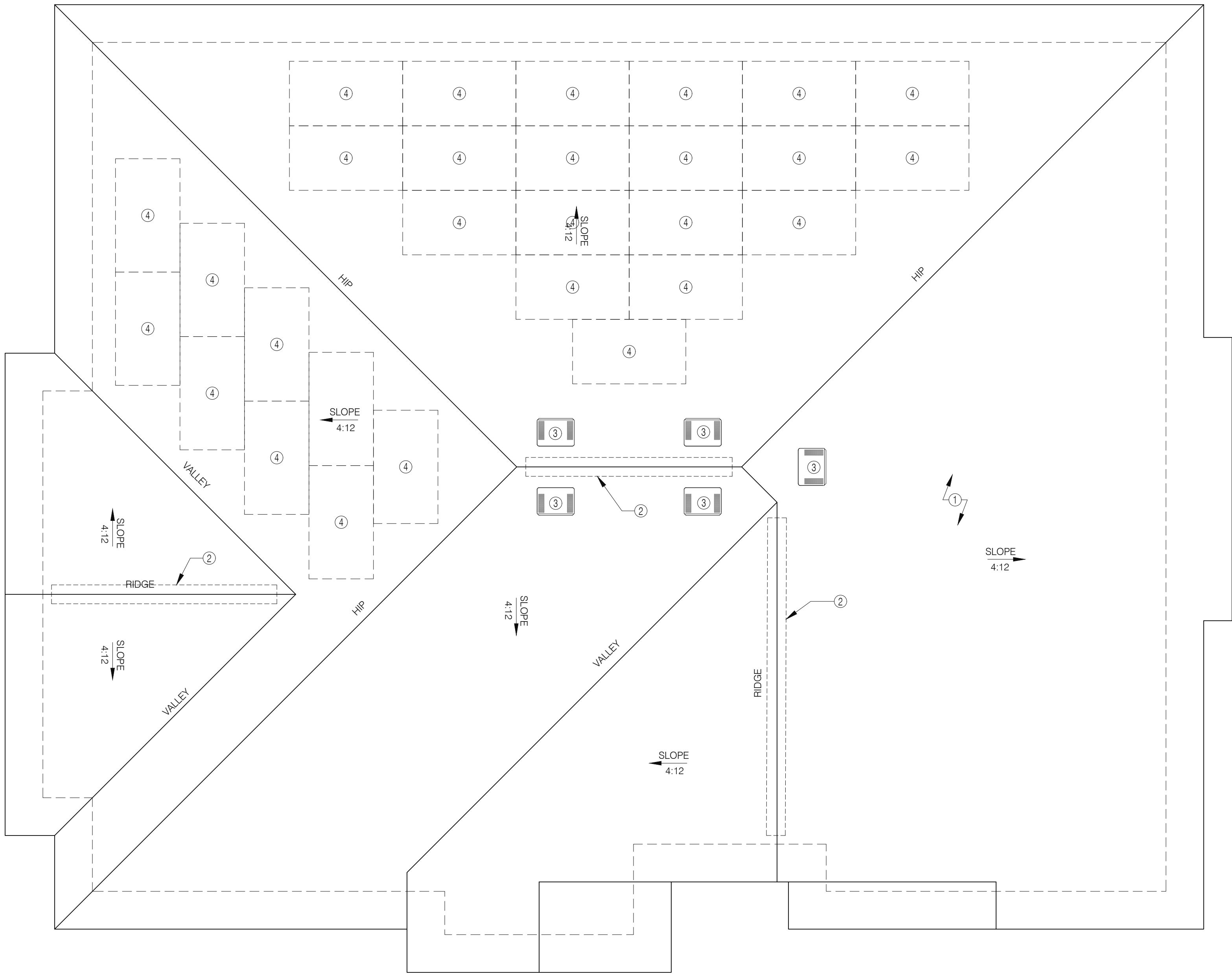
Relationship to Property: \_\_\_\_\_

Date: \_\_\_\_\_

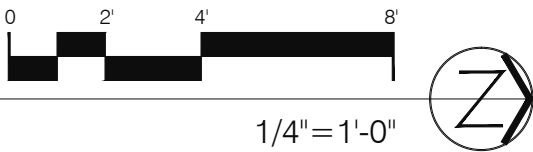
Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.





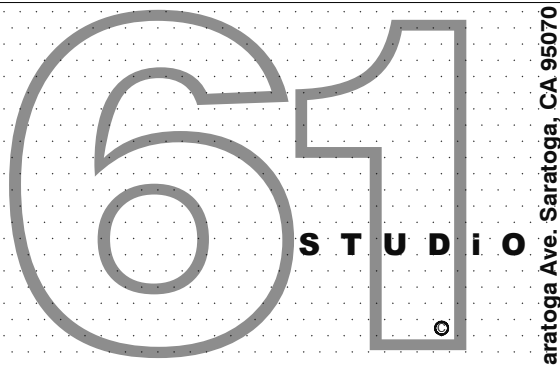


**A** PROPOSED ROOF PLAN



ROOF PLAN KEY NOTES:

- ① (N) COMPOSITION ROOFING OVER (2) LAYERS OF 15lbs FELT. CLASS 'A' MIN.
- ② RIDGE VENT
- ③ ROOF VENT BY OHAGIN SUPERIOR ATTIC VENTILATION PRODUCTS, MFG. LLC. MODEL LOW-PROFILE (TAPERED), 26 GAUGE, G-90 GALVANIZED STEEL NFA 72SQ.IN=0.5SF.
- ④ DEDICATE OPEN ROOF AREA TO INSTALL SOLAR PANELS.



P. 408.892.5020. F. 408.871.6923

12480 Saratoga Ave. Saratoga, CA 95070

Project:

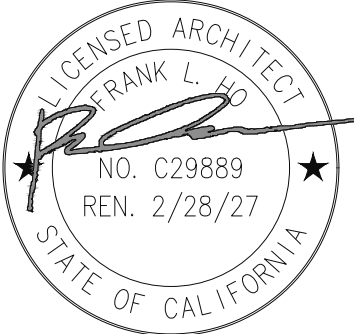
LOS PADRES PROPERTY  
1964 Los Padres  
Santa Clara, CA 95050

Applicant/Owner:

Mr. Richy Hoang Tran  
1323 ROSALIA AVE  
San Jose, CA 95130  
(408) 531-7165  
RichyTran007@Gmail.com

Architect:

STUDIO 61 ARCHITECTS, Inc.  
12480 Saratoga Ave.  
Saratoga, CA 95070  
T: (408) 892.5020  
Franklho@studio61architects.com



Plan Check Comment 3.7.25

NO. Revision Date

Drawn By: Date:

File: 2502 LOS PADRES

Issue:

Date: 02.07.2025

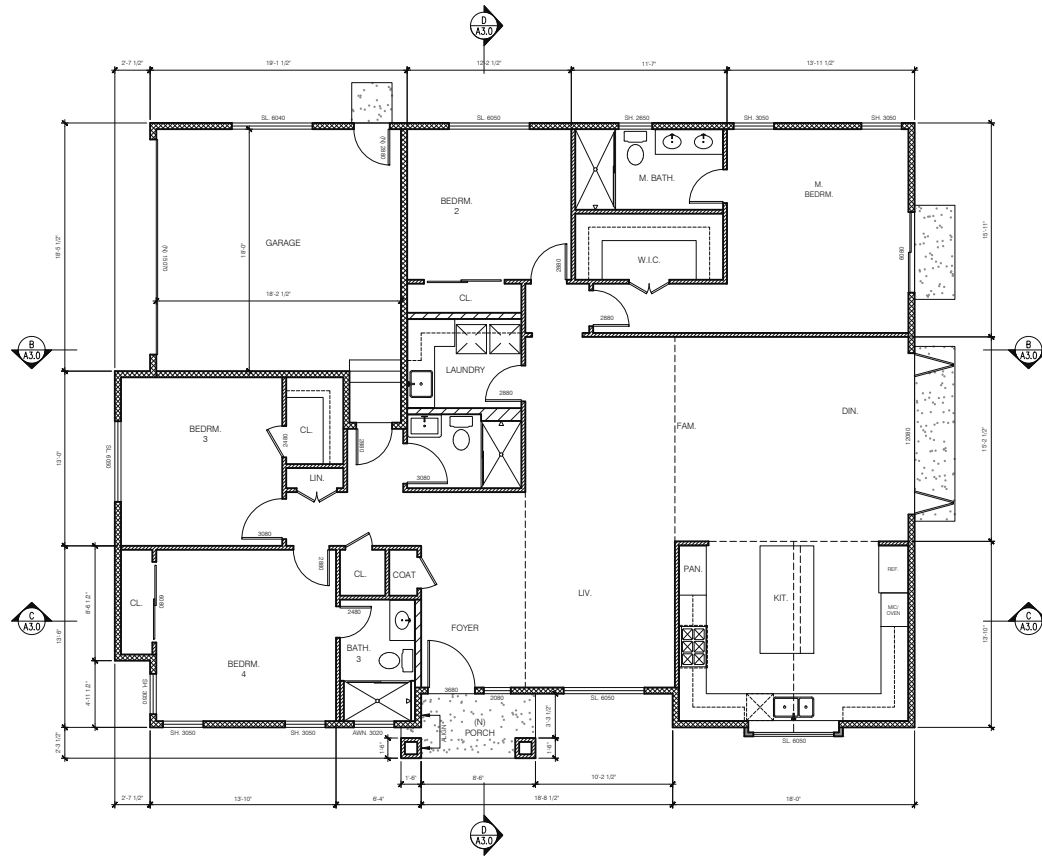
Sheet Title: PROPOSED ROOF PLAN

Sheet No.:

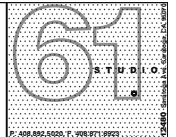
A2.0

LEGEND:

- 2x6 @ 16" O.C. W/ R-19 INSULATION PLUMBING WALL  
(N) EXTERIOR STUD WALL W/ MIN. R-15 INSULATION  
INTERIOR STUD WALL, SEE STRUCTURE DRAWING FOR WALL SCHEDULE  
TEMPERED GLASS  
EGRESS DOOR OR WINDOW, OPENING HEIGHT NOT OVER 44" ABOVE FLOOR, 5.0SF OF OPEN AREA ON GROUND LEVEL, 5.75F MIN. OPEN AREA FOR WINDOW ON SECOND FLOOR, 24" NET CLEAR OPENING HEIGHT, 20" NET CLEAR OPENING WIDTH. ALL EGRESS WINDOWS W/ TWO OR MORE LATCHES SHALL HAVE THE LATCHES INTERCONNECTED AND OPERABLE FROM THE LOWEST LATCH.  
XXXX NUMERIC NEXT TO DOOR OR WINDOW OR DOOR STAND FOR FEET INCH WIDE x FEET INCH HIGH  
CASE 2650 CASEMENT WINDOW W/ 2 FEET 6" WIDE BY 5 FEET 0 INCH HIGH  
SH 3050 SINGLE HUNG WINDOW W/ 3 FEET 0 INCH WIDE x 8 FEET 0 INCH HIGH  
SL 10080 SLIDING DOOR W/ 10 FEET 0 INCH WIDE x 8 FEET 0 INCH HIGH  
2880 DOOR W/ 2 FEET 8 INCH WIDE x 8 FEET 0 INCH HIGH



A PROPOSED FLOOR PLAN



Project:  
LOS PADRES PROPERTY  
1964 Los Padres  
Santa Clara, CA 95050

Applicant/Owner:  
Mr. Ricky Hoang Tran  
1323 ROSALIA AVE  
San Jose, CA 95130  
(408) 531-7165  
RickyTran007@gmail.com

Architect:  
STUDIO 61 ARCHITECTS, INC.  
132450 Saratoga Ave.  
Saratoga, CA 95070  
T: (408) 892 5020  
Frankho@studio61architects.com



Plan Check Comment 3.7.25

NO. Revision Date:

Drawn By: Date:

File:

2502 LOS PADRES

ISSUE:

Date:

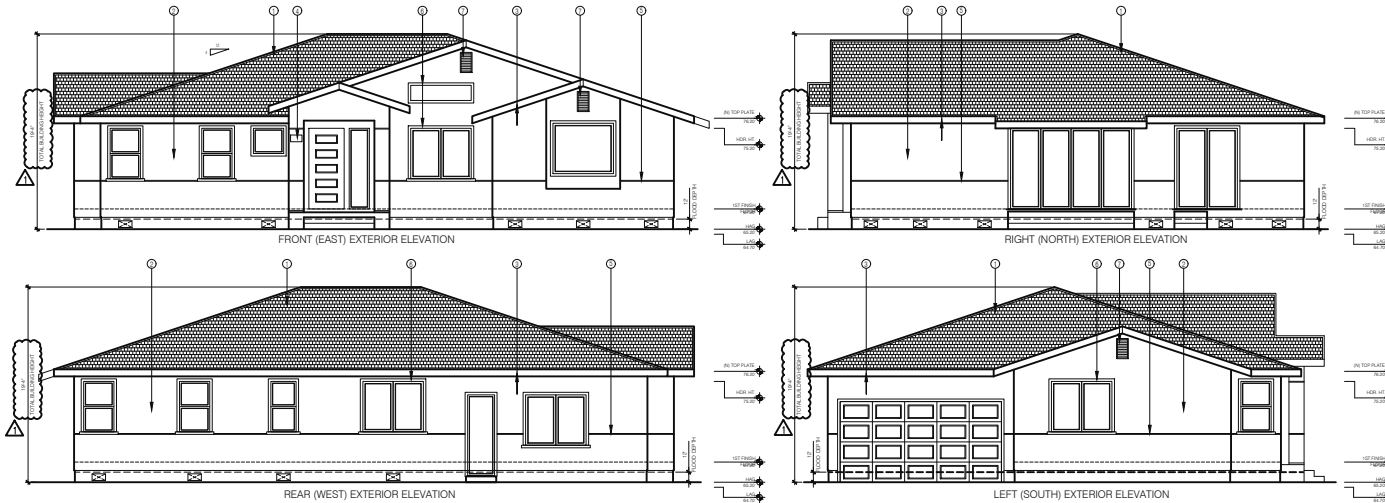
02.07.2025

Sheet Title:

PROPOSED FLOOR PLAN

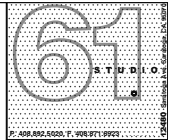
Sheet No.:

A2.1



#### ELEVATIONS KEY NOTE:

- ① (N) COMPOSITION ROOFING, COLOR DARK GRAY, CLASS #1 MIN.
- ② (N) STUCCO, PAINTED WITH EARTH TONE COLOR
- ③ (N) FACIA BOARD, PAINTED WHITE
- ④ APPROVED NUMBERS OR ADDRESSES SHALL BE PLACED ON ALL NEW AND EXISTING BUILDINGS IN SUCH A POSITION AS TO BE PLAINLY VISIBLE AND LEGIBLE FROM THE STREET OR ROAD FRONTING THE PROPERTY. NUMBERS SHALL CONTRAST WITH THEIR BACKGROUND. CPC 81C. 505
- ⑤ 1" ALUMINUM CHANNEL, SREED
- ⑥ WINDOW TRIM, PAINTED TO MATCH FACIA BOARD
- ⑦ 28 GAUGE GALV. STEEL GABLE LOUVER
- ⑧ MANUFACTURE CORRUGATED BUILDING PRODUCTS, MODEL GLPGH424G-0.125 EA. VENT PROVIDE 147 SQ. IN. (0.95SF) N.F.V. - PAINTED TO MATCH STUCCO.



Project:  
LOS PADRES PROPERTY  
1964 Los Padres  
Santa Clara, CA 95050

Applicant/Owner:  
Mr. Ricky Hoang Tran  
1323 ROSALIA AVE  
San Jose, CA 95130  
(408) 531-7165  
RickyTran007@gmail.com

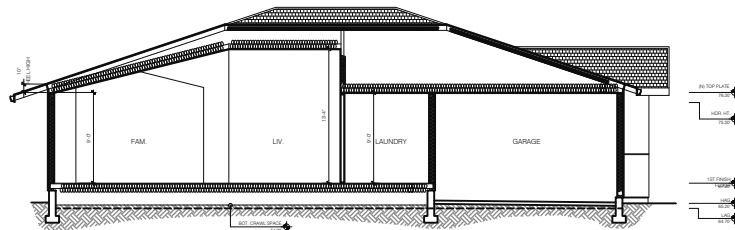
Architect:  
STUDIO 61 ARCHITECTS, INC.  
132480 Saratoga Ave.  
Saratoga, CA 95070  
T: (408) 892 5020  
Frankhoi@studio61architects.com



#### A PROPOSE EXTERIOR ELEVATIONS

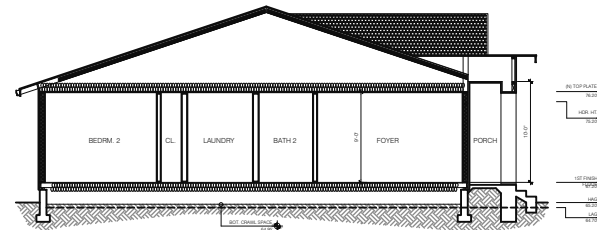


3/16" = 1'-0"



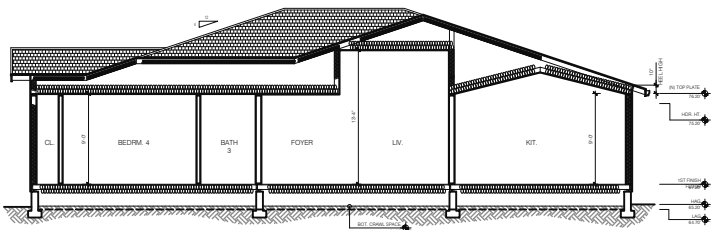
#### B SECTIONS

3/16" = 1'-0"



#### D SECTIONS

3/16" = 1'-0"



#### C SECTIONS

3/16" = 1'-0"

Plan Check Comment 3.7.25

NO. Revision Date

Drawn By: Date:

File: 2502 LOS PADRES

ISSUE:

NO. C20889

REN. 2/28/27

Date: 02.07.2025

Sheet Title:

EXTERIOR ELEVATIONS

Sheet No.:

A3.0



## Agenda Report

25-343

Agenda Date: 4/9/2025

### REPORT TO DEVELOPMENT REVIEW HEARING

#### SUBJECT

PUBLIC HEARING: Action on the Architectural Review (PLN24-00581) for the Demolition of an Existing Residence to Construct a 4,726 Square-Foot Two Story Six Bedroom and Five Bathroom Single-Family Residence on a 9,301 square-foot lot at 3342 Allen Court.

**File No.:** PLN24-00581

**Location:** 3342 Allen Court, a 9,301 square foot lot located on the west side of Allen Court, approximately 1,848 feet north of Stevens Creek Boulevard APN: 296-08-025

**Zoned:** Single-Family Residential (R1-6L)

**Applicant:** Barzin Keyhankhadi

**Owner:** Ritesh Biltheria

**Request:** **Architectural Review** for the demolition of an existing residence to construct a 4,726 square-foot two story six bedroom and five-bathroom single-family residence.

#### PROJECT DATA

The Project Data and Compliance Table is included as Attachment 2.

#### POINTS FOR CONSIDERATION

- The 9,301 square-foot lot ("project site") is developed with a residence built in 1958. See the attached vicinity map (Attachment 1) for a visual context of the project site.
- The project site is surrounded by one-story single-family residences and a public school. The single-family residences belong to the same tract built in a ranch architectural style that was common at the time. These ranch style homes have low-pitched roofs with the front of the roof eaves extending over the structure walls to serve as a front porch. The residences were all built with siding on them.
- The existing structure that will be demolished is not a potential historical structure as it doesn't meet the Historical Resource designation criteria under Santa Clara City Code 18.130.040(A).
- The applicant will demolish an existing structure therefore, under Santa Clara City Code 18.120.020(D)(7), it will require an Architectural Review approval through a Development Review Hearing.
- The applicant intends to build a new residence in a modern vernacular architectural style with hipped roofs and a prominent entry feature. The residence will have limited articulation and material variation. The residence is utilitarian in design and form. The development plans are attached for reference (Attachment 4).
- The project is consistent with the Santa Clara Single-Family & Duplex Residential Design

---

Guidelines (2014):

- The architectural features in the proposed residence are in scale and blend well with the neighboring properties.
- The roof and building materials work in conjunction with each other and create a consistent architectural style for the building.
- The proposed design offsets the second-floor walls from the first-floor walls on all elevations to reduce the perception of mass and bulk.
- The proposed design has a limited material variety which creates a bland structure. City staff spoke to the applicant about introducing accent materials, but the applicant chose to not add any.
- The following design changes were made since the initial submittal:
  - An offset of the second-floor walls to the first-floor walls was introduced.
  - Windows were aligned on the elevations and reduced the various sizes of windows proposed to provide uniformity on the facades.
  - The proposed second floor area was shrunk to meet the maximum second floor area percentage requirement.
- The request meets the required findings set forth in Santa Clara City Code Section 18.120.020(F) (Architectural Review).
- There are no active City Code Enforcement cases for this property.
- A neighborhood notice was distributed within a 300-foot radius of the project site.

**FINDINGS**

Granting the Architectural Review approval requires, the following findings consistent with Zoning Code Section 18.120.020.F:

- 1) *That any off-street parking area, screening strips, and other facilities and improvements necessary to secure the purpose and intent of this title and the general plan of the City area a part of the proposed development in that:*
  - The request is consistent with Santa Clara City Code Section 18.38.030(D) as the proposal includes an attached two-car garage.
  - The request has sufficient off-street parking for the residential building type.
  - The request maintains areas surfaced with all-weather materials for vehicle parking.
- 2) *That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that:*
  - The request would not generate any traffic congestion or hazard.

- The public streets are of adequate size to accommodate a single-family residence of its size.
  - The request's design stays consistent with the scale of nearby residences and would not impair the desirability of the neighborhood.
- 3) *That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City, in that:*
- The request is consistent with the Santa Clara Single-Family & Duplex Residential Design Guidelines (2014) as the bulk and mass blends well with the rest of the neighborhood.
  - The request meets all required development standards for the zoning district.
  - The project site is a corner lot with ample space for redevelopment.
- 4) *That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development, and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that:*
- The project is subject to the California Building code and City Code requirements, which serve to regulate new construction to protect public health, safety, and general welfare.
- 5) *That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of this title, in that:*
- The proposed construction is consistent with the City's Single-Family & Duplex Residential Design Guidelines (2014).
  - The request complies with the R1-6L zoning districts development standards.
  - The request complies with the intent of the Santa Clara General Plan.

## **ENVIRONMENTAL REVIEW**

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15332 (Class 32 - Infill), in that the request is being built on a project site less than five acres and within an urban area served by existing utilities.

## **PUBLIC CONTACT**

Public contact was made by posting the Development Review Hearing agenda on the City's official notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public

library

On March 27<sup>th</sup>, 2025, a notice was mailed to property owners within 300 feet of the project site to inform them of the public hearing. At the time of preparing this report, the Planning Division only received one public comment on this request.

### **RECOMMENDATION**

**Determine** the project to be exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15332 (Class 32 - Infill) and **Approve** the Architectural Review for the demolition of an existing residence to construct a 4,726 square-foot two story six bedroom and five-bathroom single family residence at 3342 Allen Court, subject to findings and conditions of approval.

Prepared by: Alex Tellez, Assistant Planner, Community Development Department  
Reviewed by: Nimisha Agrawal, Senior Planner, Community Development Department  
Approved by: Sheldon S. Ah Sing, Development Review Officer, Community Development Department

### **ATTACHMENTS**

1. Vicinity Map
2. Project Data and Compliance Table
3. Conditions of Approval
4. Development Plans

## Vicinity Map (Zoning) 3342 Allen Court



### Legend

#### Base Layers

#### Site Addresses

Single

Utility

#### Streets

#### Air Parcels

#### Land Parcels

Land Parcels

Right of Ways



### Notes

created on 03/07/2025 15:11:12

0 200 400  
ft

NAD\_1983\_2011\_StatePanel\_California\_III\_FIPS\_0403\_Ft\_US  
©City of Santa Clara

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Attachment 2: Project Data/Compliance**

**Project Address: 3342 Allen Court**  
**Zoning: R1-6L**

**Project Number: PLN24-00581**

<b>Standard</b>	<b>Existing</b>	<b>Proposed</b>	<b>Requirement</b>	<b>Complies? (Y/N)</b>
<b>Lot Area (SF) (min):</b>	9,301	9,301	6,000	Y
<b>Lot Area per Dwelling Unit (SF):</b>	9,301	9,301	--	--
<b>Building Square Footage (SF)</b>				
<b>1<sup>st</sup> Floor:</b>	1,388	2,553	--	--
<b>2<sup>nd</sup> Floor:</b>	--	1,688	--	--
<b>Basement:</b>	--	--	--	--
<b>Accessory Building:</b>	100	420	600 SF max	Y
<b>Porch/Patio:</b>	--	65	--	--
<b>Total:</b>	1,488	4,661	--	--
<b>Floor Area Ratio:</b>	0.15	0.50	--	--
<b>% of 2<sup>nd</sup> floor to 1<sup>st</sup> floor:</b>	--	66%	66% max	Y
<b>Building Coverage (%)</b>				
<b>Building Coverage (All):</b>	15%	32%	40% max	Y
<b>Rear Yard Accessory Building Coverage:</b>	--	--	40% max	--
<b>Main Building Setbacks (FT)</b>				
<b>Front (1<sup>st</sup> floor):</b>	20	22	20	Y
<b>(2<sup>nd</sup> floor):</b>	--	25	25	Y
<b>Left Side (1<sup>st</sup> floor):</b>	5	5	5	Y
<b>(2<sup>nd</sup> floor):</b>	--	10	10	Y
<b>Right Side (1<sup>st</sup> floor):</b>	--	--	--	--
<b>(2<sup>nd</sup> floor):</b>	--	--	--	--
<b>Side, Corner:</b>	12' – 2"	10'-4" 16'	10 15	Y Y
<b>Rear (1<sup>st</sup> floor):</b>	--	33' – 7"	20	Y
<b>(2<sup>nd</sup> floor):</b>	--	42	20	Y
<b>Height (FT)</b>				
<b>Main building:</b>	12	25	25	Y
<b>Accessory building:</b>	10	--	16	--
<b># of Bedrooms/Bathrooms:</b>	3/2	5/6	--	--
<b>Parking:</b>				
<b>Is the site AB 2097 eligible?</b>				N
<b>Off-street</b>	2	2	2	Y
<b>Common Living Area (SFR)</b>	22%	38%	Min 25%	--
<b>Open Landscaped Area (Front):</b>	1,800	1,000	--	--

## Conditions of Architectural Review Approval

PLN24-00581/ 3342 Allen Court

**An Architectural Review for the demolition of an existing residence to construct a 4,726 square foot two story six bedroom and five-bathroom single family residence in a 9,301 lot.**

### GENERAL

- G1. **Permit Expiration.** This Permit shall automatically be revoked and terminated if not used within **two years** of original grant or within the period of any authorized extensions thereof. The date of granting of this Permit is the date this Permit is approved by the Development Review Officer and all appeal periods have been exhausted. The expiration date is April 19, 2027.
- G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.
- G3. **Conditions on Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.
- G4. **Code Compliance.** Comply with all requirements of Building and associated codes (the California Building Code, California Electric Code, California Mechanical Code, California Plumbing Code, California Green Building Code, the California Energy Code, etc.) current at the time of application for Building Permit, that includes grading and site utility permits.

### DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE

- P1. **Tree Replacement (On-site).** Trees permitted by the City for removal shall provide replacement on-site at a ratio of 1:1 with a minimum 15-gallon tree size. (SCC 12.35.090)

### DURING CONSTRUCTION

- P2. **Construction Hours.** Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.
- P3. **Construction Trash/Debris.** During construction activities, the owner or designee is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

- P4. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.
- E1. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for construction-related water runoff measures prior to issuance of permits.

#### **OPERATIONAL CONDITIONS**

- P5. **Use of Garage.** The owner or designee shall ensure that the garage always be maintained free and clear for vehicle parking use. It shall not be used only for storage.
- P6. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.
- P7. **Landscaping.** The owner or designee shall maintain the front yard landscaping between the house and sidewalk. New landscape areas of 500 square feet or more or rehabilitated landscape areas of 2,500 square feet or more shall conform to the California Department of Water Resources Water Efficient Landscape Ordinance.
- E2. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for post-construction water runoff measures prior to issuance of a building permit.

#### **KEY:**

G = General

P = Planning Division

E = Public Works Engineering (Stormwater)

**ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL**

*Permittee/Property Owner*

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Relationship to Property: \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

NEW SINGLE FAMILY HOME  
3342 ALLEN CT SANTA CLARA 95051  
APN: 296-08-025

PROJECT DATA

ZONING DISTRICT: R-1-6L  
NUMBER OF FLOORS: (2) TWO STORY  
FIRE PROTECTION: HAS SPRINKLER  
CONSTRUCTION TYPE: VB  
OCCUPANCY CLASSIFICATION: R-3A1

APPLICABLE CODES:

A. CALIFORNIA FIRE CODE 2022 EDITION  
B. CALIFORNIA BUILDING CODE 2022 EDITION  
C. CALIFORNIA MECHANICAL CODE 2022 EDITION  
D. CALIFORNIA PLUMBING CODE 2022 EDITION  
E. CALIFORNIA ELECTRIC CODE 2022 EDITION ENERGY CODE  
F. CALIFORNIA ENERGY CODE 2022 EDITION  
G. ANY OTHER APPLICABLE LOCAL AND STATE LAWS AND REGULATIONS.

2022 CALIFORNIA RESIDENTIAL CODE AND  
2022 CALIFORNIA GREEN BUILDING STANDARD CODE, WHICH ARE  
ALSO APPLICABLE TO THIS PROJECT.

PROPOSED BATHROOMS ..... 5  
PROPOSED BEDROOMS ..... 6

AREAS

LOT SIZE ..... 9,301.51 SQ. FT.  
NO. P.A.R. REQUIREMENTS  
MAX. ALLOWABLE COVERAGE + 9,301.51 x 1.40 = 3,120.62 SQ. FT.  
MAX. ALLOWABLE BUILDING HEIGHT 25'-0"  
1. GARAGE AREA ..... 420.22 SQ. FT.  
2. FIRST FLOOR LIVING AREA ..... 2,853.71 SQ. FT.  
3. SECOND FLOOR LIVING AREA ..... 1,489.38 SQ. FT.  
4. BALCONIES AT SECOND FLOOR ..... 199.09 SQ. FT.  
5. COVERED FRONT PORCH ..... 65.22 SQ. FT.

PROVIDED LOT COVERAGE:  
(NO. 1) + (NO. 2) + (NO. 5) = 3,029.55 SQ. FT.

SECOND FLOOR AREA = 1,489.38 + 50.1 % (LESS THAN 66%)  
TOTAL FIRST FLOOR AREA = 2,913.93

FOR MORE DETAILS SEE AREA  
CALCULATIONS ON THIS SHEET.

CONSULTANTS

DESIGNER:  
BAY AREA DESIGN AND CONSTRUCTION  
CONTACT: PAYMAN FARZANEH  
152 KENNEDY AVE. CAMPBELL, CA 95008  
PH: (408) 209-8942  
pafarzan1@yahoo.com

STRUCTURAL:

CIVIL: SMP ENGINEERS  
CONTACT: SAIED RAZAVI  
1534 CAROL LANE, LOS ALTOS, CA 94024  
PH: (650) 941-8155  
srazavi@smpengineers.com

TITLE 24:

PARCEL MAP



SCOPE OF WORK

BUILD NEW TWO STORY SINGLE FAMILY HOME INCLUDING:

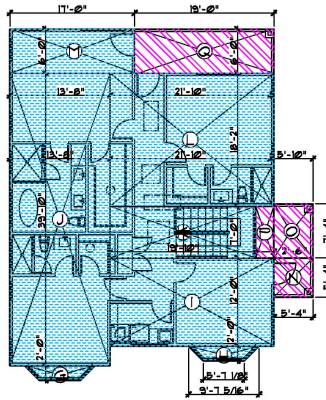
AT FIRST FLOOR:  
TWO CAR GARAGE, PANTRY, MUD ROOM, DINING, LIVING,  
FOYER, OFFICE, GUEST SUITE, KITCHEN AND FULL BATH.

AT SECOND FLOOR:  
MASTER SUITE, TWO BEDROOM WITH OWN BATHROOMS,  
LAUNDRY AND MEDIA ROOM PLUS COVERED  
BALCONIES.

DRAWING INDEX

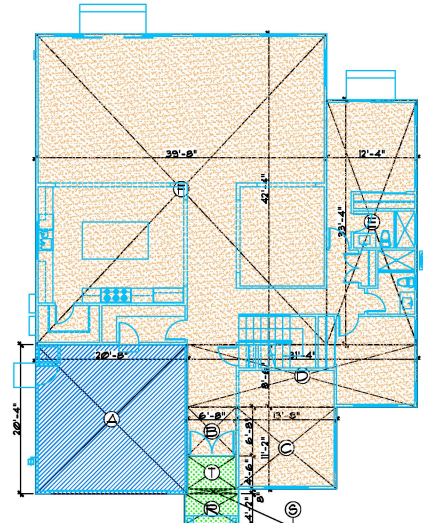
ARCHITECTURAL:

A0 COVER SHEET AND AREA CALCULATIONS  
A1 EXISTING AND PROPOSED SITE PLAN  
A2 PROPOSED FIRST AND SECOND FLOOR PLANS  
A3 PROPOSED ROOF PLAN  
A4 PROPOSED FRONT AND RIGHT ELEVATIONS  
A5 PROPOSED LEFT AND REAR ELEVATIONS  
PLUS BUILDING CROSS SECTION A-A  
BLUE PRINT FOR CLEAN BAY  
CB BOUNDARY AND TOPOGRAPHIC SURVEY MAP  
T-1



SECOND FLOOR

SPACES	AREA SQ. FT.	TOTAL SQ. FT.
GARAGE	420.22	420.22
FIRST FLOOR LIVING	2,853.71	2,853.71
SECOND FLOOR LIVING	1,489.38	1,489.38
BALCONY	199.09	199.09
COVERED PORCH	65.22	65.22



FIRST FLOOR

AREA CALCULATIONS

GREEN HALO TRACKING NO.

Project Information:	
Project Name: NEW HOME	Created
Tracking No: 296-08-025	Submitted
Address: 3342 ALLEN CT, SANTA CLARA, CA	Approved
Project Status: YES	Tickets Uploaded (0)
Start Date: 11/13/24	Submitted For Final
End Date: 11/13/24	Completed
Project Type: New Construction	
Building Type: Residential	
Project Status: YES	
Project Description: New Addition and renovation	

REVISIONS  
11/30/2024 BK

DESIGNED BY: 152 KENNEDY AVE. CAMPBELL, CA 95008 TEL: (408) 209-8942  
BAY AREA DESIGN & CONSTRUCTION

COVER SHEET AND AREA CALCULATIONS

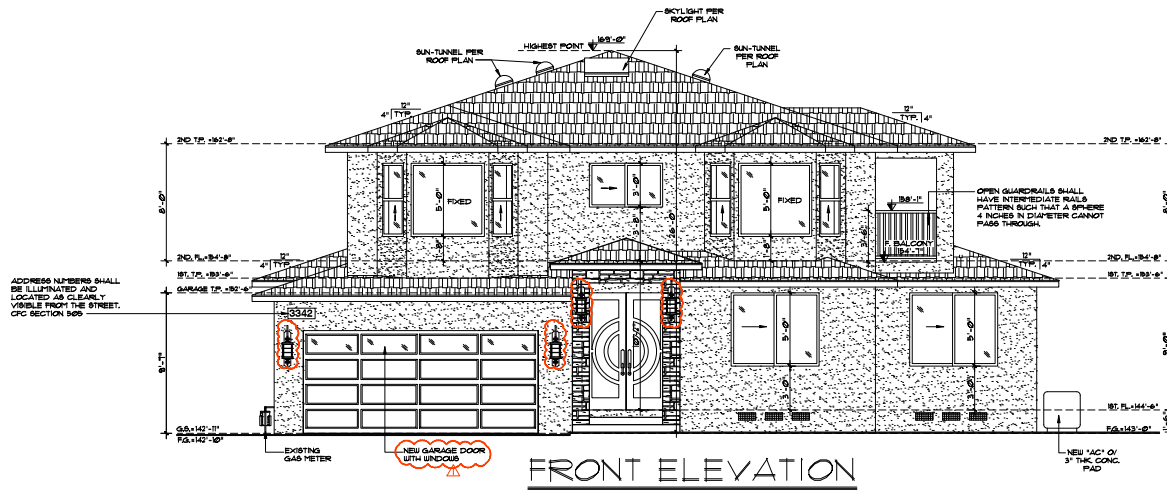
NEW SINGLE FAMILY HOME  
3342 ALLEN COURT  
SANTA CLARA, CA 95051  
APN: 296-08-025

DATE: 09/29/2024  
SCALE: 1"=10'-0"  
DRAWN: BK  
JOB: SHEET  
OF: 40 SHEETS





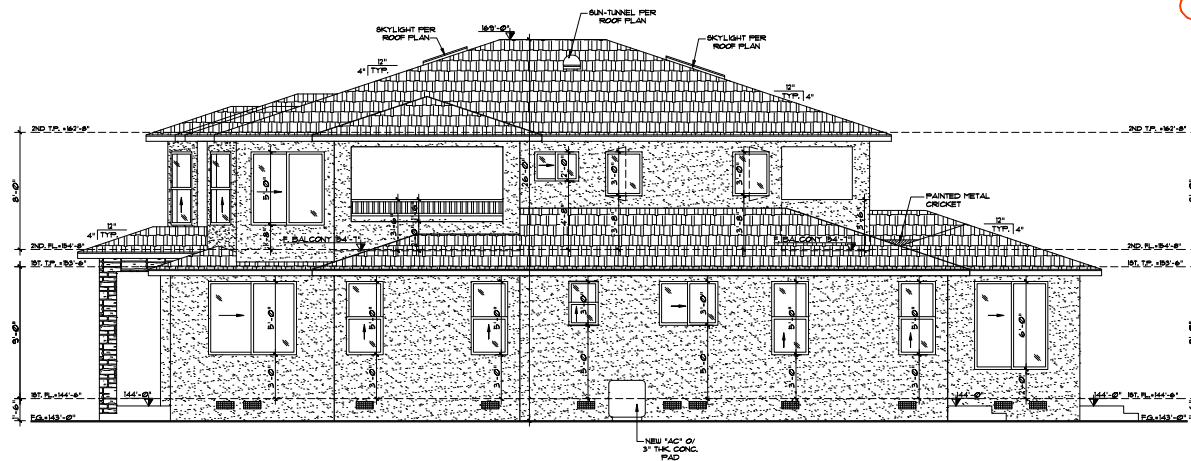




FRONT ELEVATION

THE DESIGN IS CRAFTSMAN STYLE AND PER THE ATTACHED MATERIAL BOARD:

- EXTERIOR WALLS STUCCO PAINTED.
- FRONT COVERED PORCH SIDE HAS STONE VENEER.
- WINDOWS ARE ALL VINYL WHITE WINDOWS.



RIGHT ELEVATION

REVISIONS	
11/30/2024	BK

152 KENNEDY AVE.  
CAMPBELL, CA 95008  
TEL: (408) 208 8942

DESIGNED BY:  
BAY AREA  
DESIGN &  
CONSTRUCTION

FRONT AND RIGHT  
ELEVATIONS

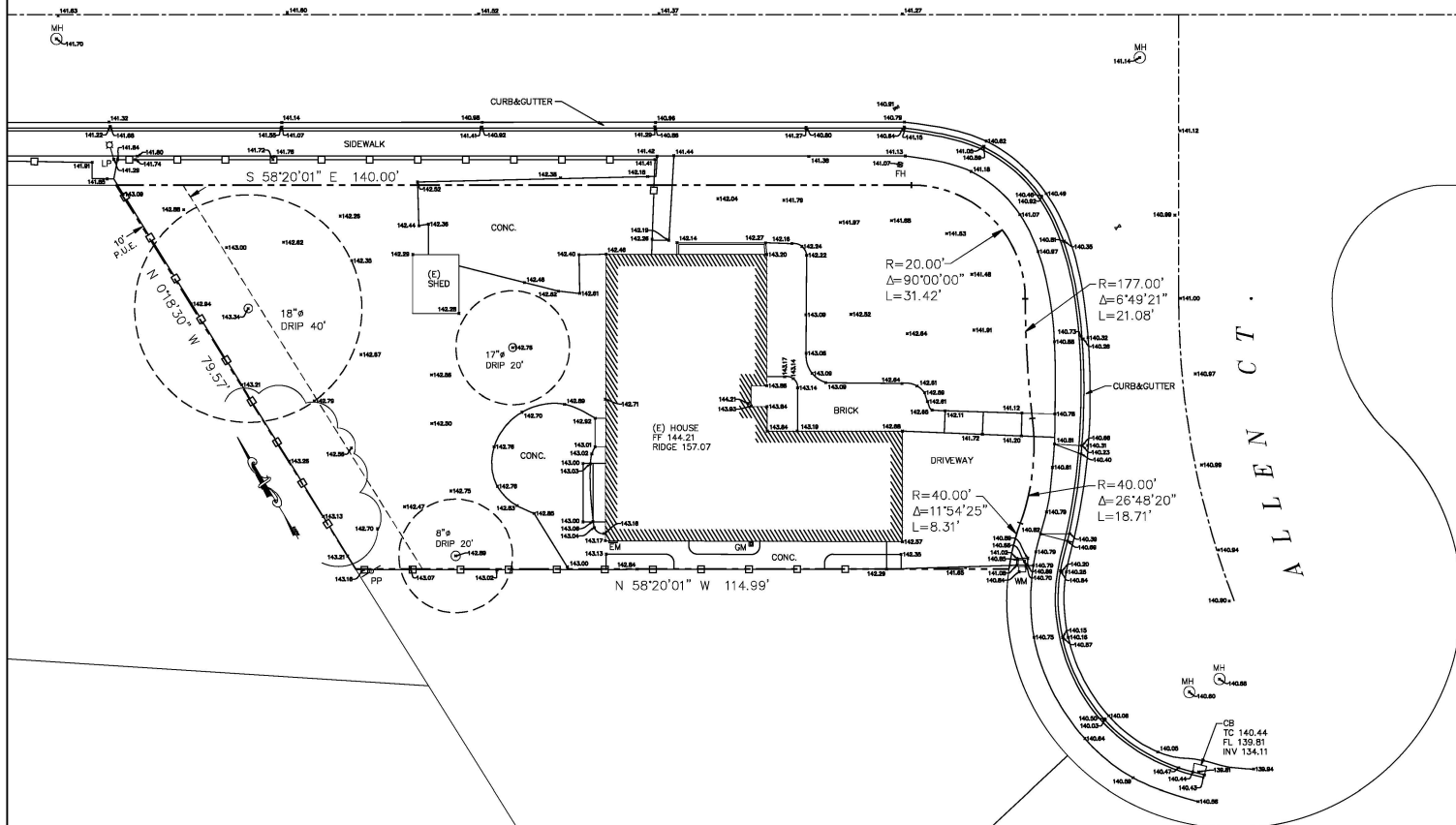
NEW SINGLE FAMILY HOME  
3342 ALLEN COURT  
SANTA CLARA, CA 95051  
APN: 296-08-025

DATE	09/25/2024
SCALE	1/4" = 1'-0"
DRAWN	BK
JOB	
SHEET	
44	
OF	SHEETS





# ALLEN WAY (60' WIDE)



## LEGEND

---	STREET CENTERLINE
- - - - -	PROPERTY LINE
□ □ □ □	WOOD FENCE
- - - - -	EASEMENT LINE
WM	WATER METER
GM	GAS METER
EM	ELECTRIC METER
CO	SEWER CLEANOUT
PP	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
SSMH	SANITARY SEWER MANHOLE
SDMH	STORM DRAINAGE MANHOLE
FH	FIRE HYDRANT
C&G	CURB & GUTTER
WV	WATER VALVE

## DISCLAIMER:

SMP ENGINEERS OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ELECTRONIC COPIES OF THIS PLAN.

## NOTE:

THIS MAP REPRESENTS TOPOGRAPHY OF THE SURFACE FEATURES ONLY, UNLESS SPECIFIED ON THIS MAP. LOCATIONS OF THE UNDERGROUND UTILITIES ARE NEITHER INTENDED NOR IMPLIED. FOR THE LOCATIONS OF UNDERGROUND UTILITIES CALL "USA" (1-800-642-2444). SURFACE FEATURES ARE LOCATED BY MEANS OF A STATION AND OFFSET FROM THE CONTROL LINE.

## BASIS OF BEARINGS:

THE BEARING N 58°20'01" W OF CENTERLINE OF ALLEN WAY, AS SHOWN ON CERTAIN TRACT NO. 1498, FILED FOR RECORD IN BOOK 83 OF MAPS AT PAGE 45, WAS USED AS THE BASIS OF BEARINGS SHOWN HEREON.

## PROJECT BENCHMARK:

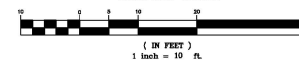
REFERENCED CITY OF SANTA CLARA BM:  
BM# H-6. EL: 135.32' (NAVD83)

## NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.
2. THE GROSS AREA OF LAND OF RECORD IS 9,302 SQ. FT. ±
3. THE MAP WAS BASED ON A GRANT DEED DOC# 22565755 BY OLD REPUBLIC TITLE CO. DATED 04-11-2014, RECORDED IN SANTA CLARA COUNTY.
4. ALL EXISTING BUILDINGS ARE WOOD.
5. FOR PRECISE SPECIES OF TREES A CERTIFIED ARBORIST SHALL BE CONSULTED.
6. DUE TO THE ABSENCE OF A TITLE REPORT, ANY EASEMENT OF RECORD IS UNDETERMINABLE AND NOT SHOWN AND THE OWNER IS REQUIRED TO PROVIDE THE TITLE REPORT.
7. THIS IS A TOPOGRAPHIC MAP, NOT A BOUNDARY SURVEY. LINES SHOWN ARE DERIVED FROM RECORD DATA AND MAY VARY SOMEWHAT FROM ABSOLUTE BOUNDARY LOCATION.

SCALE 1" = 10'

GRAPHIC SCALE



3342 ALLEN CT.  
SANTA CLARA, CA 95051  
APN: 296-08-025



## SMP ENGINEERS

CIVIL ENGINEERS—LAND SURVEYORS

1534 Carob Lane Los Altos, CA 94024  
Tel. (650) 941-8055 Fax (650) 941-8755

Scale:  
1" = 10'  
Prepared by:  
S.P.  
Checked by:  
S.P.  
Date:  
05/15/2024  
Project No:  
224058



*Stephen P. Smith*

## BOUNDARY AND TOPOGRAPHIC SURVEY MAP

Sheet No:

T-1

REVISIONS	DESIGN BY	DESIGN DATE	CITY APPR.	APPR. DATE

## CITY OF SANTA CLARA



## Agenda Report

25-344

Agenda Date: 4/9/2025

### REPORT TO DEVELOPMENT REVIEW HEARING

#### SUBJECT

PUBLIC HEARING: Action on the Architectural Review (PLN24-00519) for the Construction of an 809 Square-Foot First Floor Addition and a 942 Square-Foot Second Floor Addition, Resulting in a 3,381 Square-Foot Three Bedroom and Three and a Half Bathroom Two-Story Single-Family Residence on a 7,558 Square-Foot Lot at 1962 Graham Lane.

**File No.:** PLN24-00519

**Location:** 1962 Graham Lane, a 7,558 square foot lot located on the west side of Graham Lane, approximately 180 feet south of Cabrillo Avenue.  
APN: 224-12-124

**Zoned:** Single-Family Residential (R1-6L)

**Applicant:** Fernando Gutierrez

**Owner:** Waqas Haque

**Request:** **Architectural Review** for the construction of an 809 square-foot first floor addition and a 942 square-foot second floor addition to an existing 1,794 square-foot single story residence, resulting in a 3,381 square-foot three bedroom, three and a half bathroom two story residence.

#### PROJECT DATA

The Project Data and Compliance Table is included as Attachment 2

#### POINTS FOR CONSIDERATION

- The 7,558 square-foot lot ("project site") is developed with a residence built in 1952. See the attached vicinity map (Attachment 1) for a visual context of the project site.
- The project site is surrounded by one-story single-family residences and the San Tomas Expressway. The single-family residences are all part of the same subdivision development and an early example of post-war tract home architecture as they were built with efficiency in mind. The homes have low-pitched roofs and few visible architectural features
- The existing structure is not a potential historical structure as it doesn't meet the Historical Resource designation criteria under Santa Clara City Code 18.130.040(A).
- The applicant proposes a new second story addition and therefore, under Santa Clara City Code 18.120.020(D)(1), requires an Architectural Review approval through a Development Review Hearing.
- The applicant intends to convert 200 square feet of existing livable space into a Junior Accessory Dwelling Unit. This will be approved ministerially as allowed by Santa Clara City Code 18.60.020.
- The applicant intends to blend the second story with the existing post-war tract home by setting back the new construction to the rear of the existing structure and preserving as much

of the existing low-pitched roof as possible. The design is utilitarian in form and material with limited mass breaks in the rear to reduce the bulk. The development plans are attached for reference (Attachment 4).

- The project is consistent with the Santa Clara Single-Family & Duplex Residential Design Guidelines (2014):
  - The request will be built in the rear of the existing structures with the second-floor walls having substantial offsets from the first-floor walls therefore reducing the mass and bulk of the structure.
  - The roof and building materials work in conjunction with each other and maintain the existing architectural style of the building.
  - A prominent entry feature is being proposed that will be proportional to the existing facade.
- The proposed design will have some variety of materials as accent materials are being proposed to reduce the blandness of the structure.
- The following design changes were made since the initial submittal:
  - The second-floor element was shrunk to abide by the second floor side setback requirement in the Zoning Code.
  - New windows are proposed in the front and rear elevation to reduce the number of blank walls.
  - The floor plan of the second floor was altered to have the stairs to the rear of the structure
  - The lot coverage was reduced from 45% to 40%.
- The request meets the required findings set forth in Santa Clara City Code Section 18.120.020 (F) (Architectural Review).
- There are no active City Code Enforcement cases for this property.
- A neighborhood notice was distributed within a 300-foot radius of the project site.

## **FINDINGS**

Granting the Architectural Review approval requires, the following findings consistent with Zoning Code Section 18.120.020.F:

- 1) *That any off-street parking area, screening strips, and other facilities and improvements necessary to secure the purpose and intent of this title and the general plan of the City area a part of the proposed development in that:*
  - The request is consistent with Santa Clara City Code Section 18.38.030(D) as the proposal includes an attached two-car garage.
  - The request has sufficient off-street parking for the residential building type.
  - The request maintains areas surfaced with all-weather materials for vehicle parking.
- 2) *That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that:*
  - *The request would not generate any traffic congestion or hazard.*
  - *The public streets are of adequate size to accommodate a single-family residence of its size.*

- *The request's design stays consistent with the scale of nearby residences and would not impair the desirability of the neighborhood.*
- 3) *That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City, in that:*
- The request is consistent with the Santa Clara Single-Family & Duplex Residential Design Guidelines (2014) as the bulk and mass blends well with the rest of the neighborhood.
  - The request meets all required development standards for the zoning district.
  - The request is design to protect the privacy of the neighbors.
- 4) *That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development, and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that:*
- The project is subject to the California Building code and City Code requirements, which serve to regulate new construction to protect public health, safety, and general welfare
- 5) *That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of this title, in that:*
- The proposed construction is consistent with the City's Single-Family & Duplex Residential Design Guidelines (2014).
  - The request complies with the R1-6L zoning districts development standards.
  - The request complies with the intent of the Santa Clara General Plan.

## **ENVIRONMENTAL REVIEW**

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline Section 15301 (Class I - Existing Facilities), in that the request is an addition to an existing structure that won't result an increase of more than 2,500 square feet.

## **PUBLIC CONTACT**

Public contact was made by posting the Development Review Hearing agenda on the City's official notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library

On March 27<sup>th</sup>, 2025, a notice was mailed to property owners within 300 feet of the project site to informed them of the public hearing. At the time of preparing this report, the Planning Division only received one public comment on this request.

**RECOMMENDATION**

**Determine** the project to be exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301 (Class I - Existing Facilities), and **Approve** the Architectural Review for the construction of a 809 square-foot first floor addition and a 942 square-foot second floor addition to an existing 1,794 square-foot single story residence, resulting in a 3,381 square-foot three bedroom, three and a half bathroom two story residence at 1962 Graham Lane, subject to findings and conditions of approval.

Prepared by: Alex Tellez, Assistant Planner, Community Development Department

Reviewed by: Nimisha Agrawal, Senior Planner, Community Development Department

Approved by: Sheldon S. Ah Sing, Development Review Officer, Community Development Department

**ATTACHMENTS**

1. Vicinity Map
2. Project Data and Compliance Table
3. Conditions of Approval
4. Development Plans

## Vicinity Map (Zoning) 1962 Graham Lane



### Legend

#### Base Layers

#### Site Addresses

Single

Utility

#### Streets

#### Air Parcels

#### Land Parcels

Land Parcels

Right of Ways

Common Areas



### Notes

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0 300 600  
ft

**Attachment 2: Project Data/Compliance**

**Project Address:** 1962 Graham Lane  
**Zoning:** R1-6L

**Project Number:** PLN24-00519

Standard	Existing	Proposed	Requirement	Complies? (Y/N)
<b>Lot Area (SF) (min):</b>	7,558	7,558	6,000	Y
<b>Lot Area per Dwelling Unit (SF):</b>	7,558	7,558	-	-
<b>Building Square Footage (SF)</b>				
<b>1<sup>st</sup> Floor:</b>	1,021	1,830	--	--
<b>2<sup>nd</sup> Floor:</b>	-	942	--	--
<b>Basement:</b>	-	-	--	--
<b>Accessory Building:</b>	409	409	600 SF max	
<b>Junior Accessory Dwelling Unit</b>	-	200	150 Minimum	Y
<b>Porch/Patio:</b>	-	-	--	-
<b>Total:</b>	1,794	3,381	--	--
<b>Floor Area Ratio:</b>	0.23	0.44		-
<b>% of 2<sup>nd</sup> floor to 1<sup>st</sup> floor:</b>	-	0.51	66% max	Y
<b>Building Coverage (%)</b>				
<b>Building Coverage (All):</b>	0.23	0.29	40% max	
<b>Rear Yard Accessory Building Coverage:</b>	-	-	40% max	
<b>Main Building Setbacks (FT)</b>				
<b>Front (1<sup>st</sup> floor):</b>	25'	25'	20'	Y
<b>(2<sup>nd</sup> floor):</b>		71'	25'	Y
<b>Left Side (1<sup>st</sup> floor):</b>	5'	5'	5'	Y
<b>(2<sup>nd</sup> floor):</b>		10'	10'	Y
<b>Right Side (1<sup>st</sup> floor):</b>	6' – 9"	6' – 9"	5'	Y
<b>(2<sup>nd</sup> floor):</b>		10'	10'	Y
<b>Side, Corner:</b>				
<b>Rear (1<sup>st</sup> floor):</b>	35' – 9"	25'	20'	Y
<b>(2<sup>nd</sup> floor):</b>		25'	20'	Y
<b>Accessory Building Setbacks (FT) (Attached Garage)</b>				
<b>Junior Accessory Dwelling Unit Setbacks (FT) (Existing Square Feet)</b>				
<b>Height (FT)</b>				
<b>Main building:</b>	18'	24'	25'	Y
<b>Accessory building:</b>	-	-	-	-
<b># of Bedrooms/Bathrooms:</b>	3/1.5	3/3.5	--	--
<b>Parking:</b>				
<b>Is the site AB 2097 eligible?</b>				
<b>Off-street</b>	2	2	2	Y
<b>Common Living Area (SFR)</b>	27%	38%	Min 25%	

Standard	Existing	Proposed	Requirement	Complies? (Y/N)
Open Landscaped Area (Front):	1,675 SF	1,675 SF	1,340 SF	Y

## Conditions of Architectural Review Approval

PLN24-00519 | 1962 Graham Lane

**An Architectural Review for the construction of an 809 square foot first floor addition and a 942 square foot second floor addition, resulting in a 3,381 square-foot three bedroom, three and a half bathroom two story residence on a 7,558 square-foot lot.**

### GENERAL

- G1. **Permit Expiration.** This Permit shall automatically be revoked and terminated if not used within **two years** of original grant or within the period of any authorized extensions thereof. The date of granting of this Permit is the date this Permit is approved by the Development Review Officer and all appeal periods have been exhausted. The expiration date is April 19, 2027.
- G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.
- G3. **Conditions on Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.
- G4. **Code Compliance.** Comply with all requirements of Building and associated codes (the California Building Code, California Electric Code, California Mechanical Code, California Plumbing Code, California Green Building Code, the California Energy Code, etc.) current at the time of application for Building Permit, that includes grading and site utility permits.

### DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE

- P1. **Tree Replacement (On-site).** Trees permitted by the City for removal shall provide replacement on-site at a ratio of 1:1 with a minimum 15-gallon tree size. (SCC 12.35.090)

### DURING CONSTRUCTION

- P2. **Construction Hours.** Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.
- P3. **Construction Trash/Debris.** During construction activities, the owner or designee is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.

- P4. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.
- E1. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for construction-related water runoff measures prior to issuance of permits.

#### **OPERATIONAL CONDITIONS**

- P5. **Use of Garage.** The owner or designee shall ensure that the garage always be maintained free and clear for vehicle parking use. It shall not be used only for storage.
- P6. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.
- P7. **Landscaping.** The owner or designee shall maintain the front yard landscaping between the house and sidewalk. New landscape areas of 500 square feet or more or rehabilitated landscape areas of 2,500 square feet or more shall conform to the California Department of Water Resources Water Efficient Landscape Ordinance.
- E2. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for post-construction water runoff measures prior to issuance of a building permit.

#### **KEY:**

G = General

P = Planning Division

E = Public Works Engineering (Stormwater)

**ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL**

*Permittee/Property Owner*

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

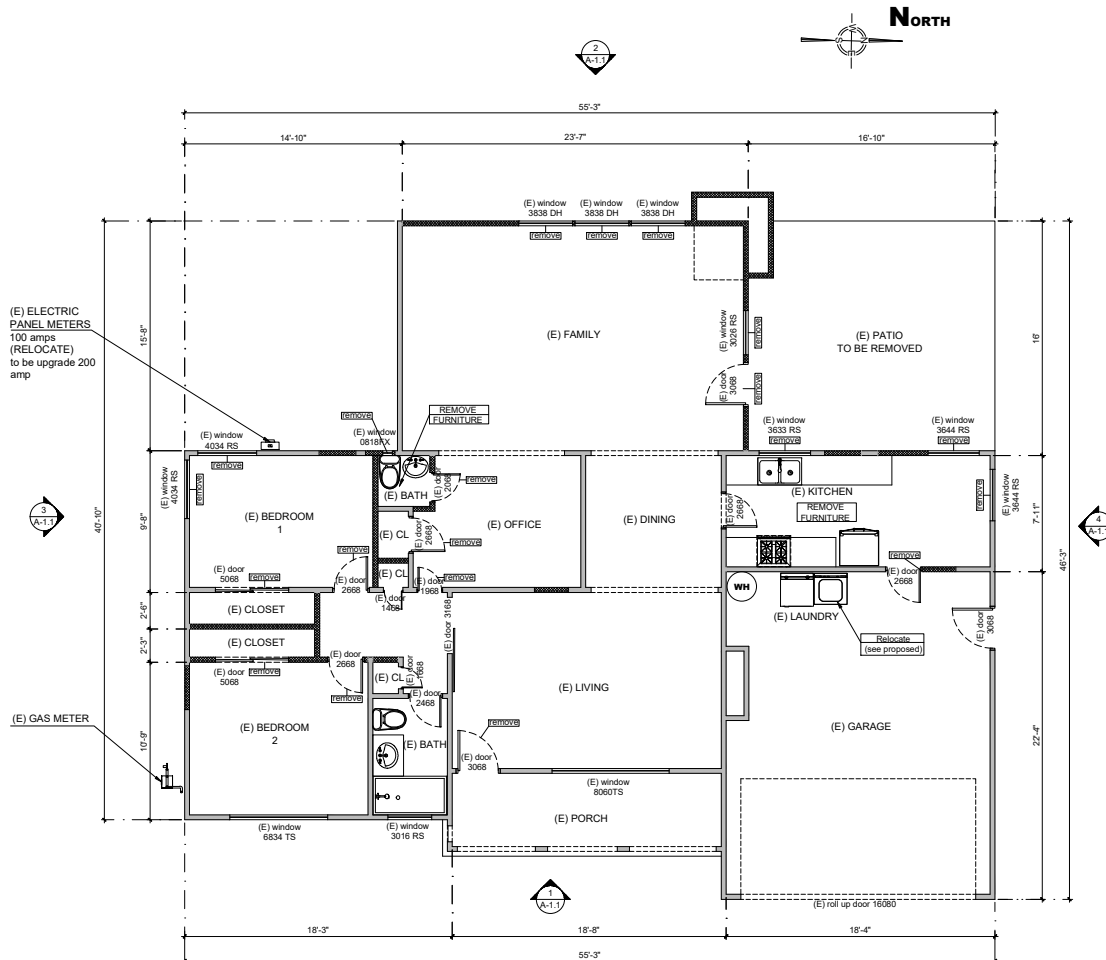
Relationship to Property: \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

## A-0





**1 EXISTING FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

### CONSTRUCTION NOTES:

ALL WORK TO BE IN CONFORMANCE WITH 2022 CBC, CRC, CFC, CMC, CPC, CEC, AND 2022 CALIFORNIA ENERGY CODE AND 2022 CALIFORNIA GREEN, BUILDINGS CONSERVATION. THESE CODES, AS WELL AS THE STATE AND LOCAL AMENDMENT TO THEM, CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR METHOD AND MANNER OF CONSTRUCTION AND FOR ALL JOB SITE SAFETY DURING CONSTRUCTION. VERIFY LOCATION GRADES A MIN. OF 5% FOR 10'-0" AWAY FROM STRUCTURE FOR POSITIVE DRAINAGE @ LANDSCAPED AREA & SLOPE GRADE 2% MIN. @ PAVED AREAS.

- NO CONSTRUCTION MATERIAL, EQUIPMENT, PORTABLE TOILETS, TRASH CONTAINERS, OR DEBRIS SHALL BE PLACED IN THE RIGHT-OF-WAY. A TRASH CONTAINER SHALL BE MAINTAINED ON SITE AT ALL TIMES AND DEBRIS IN SITE WHICH COULD OTHERWISE BLOW AWAY, SHALL BE REGULARLY COLLECTED AND PLACED IN THE CONTAINER.
- ALL CONSTRUCTION DEBRIS (WOOD SCRAPS AND OTHER DEBRIS, WHICH CANNOT BLOW AWAY) SHALL BE PILED WITHIN THE PROPERTY LINES OF THE PROJECT IN A NEAT AND SAFE MANNER.
- CAP OFF EXISTING AND RELOCATE AFFECTED WATER SUPPLY, DRAIN, VENTS AND WASTE LINES AS REQUIRED.
- REPLACE (OR RELOCATE AS REQUIRED) ALL EXISTING WIRING DAMAGE OR REMOVED DURING CONSTRUCTION.
- REPLACE, RELOCATE OR EXTEND (AS REQUIRED) ALL EXISTING DUCTWORK DAMAGE OR REMOVED DURING CONSTRUCTION.
- CONTRACTOR TO PROVIDE BRACING (WHEN REQUIRED) FOR AREAS WHERE WALL ARE REMOVED AND WHERE IMPORTANT SUPPORT IS REQUIRED.
- ALL DEBRIS IS TO BE DISPOSED OF AT AN APPROVED DUMPING LOCATION.

### GENERAL NOTES:

#### BUILDING EGRESS:

- PROVIDE FIRE EGRESS WINDOW FOR EACH BEDROOM WITH MIN 20" CLEAR WIDTH / 24" CLEAR HEIGHT / 5.7 SQ. FT. AREA.
- MAXIMUM HEIGHT BETWEEN FINISHED FLOOR AND BOTTOM OF FIRE EGRESS WINDOW SILL OR OPENING SHALL BE NO MORE THAN 44 INCHES, EXCEPT FOR PRE-EXISTING OPENINGS.
- EXTERIOR DOORS SHALL BE:
  - a. 3'-0" WIDE BY 6'-8" HIGH FOR THE MAIN EXIT DOOR.
  - b. SIDE HINGED FOR MAIN EXIT DOOR (SLIDING DOORS NOT ALLOWED FOR MAIN EXIT DOOR).
  - c. NO MORE THAN 1 1/2" ABOVE LANDINGS, OR 7 1/4" WHERE DOOR DOES NOT SWING OVER LANDING.
  - d. HAVE A MINIMUM 36" WIDE LANDING ON BOTH SIDES OF THE DOOR.
  - e. LANDING NOT REQUIRED WHERE A STAIRWAY OF 2 OR FEWER RISERS IS LOCATED ON THE EXTERIOR SIDE OF THE DOOR, PROVIDED THE DOOR DOES NOT SWING OVER THE STAIRWAY.
- WINDOW SILLS SHALL BE AT LEAST 24" ABOVE THE FINISH FLOOR WHEN LOCATED 72" OR MORE ABOVE THE EXTERIOR GRADE, UNLESS THE PORTION BELOW 24" IS FIXED OR HAS OPENINGS THAT DO NOT ALLOW THE PASSAGE OF A 4" SPHERE, OR IS PROTECTED BY A GUARD.
- PROVIDE SAFETY GLAZING FOR TUB / SHOWER ENCLOSURES AND DOORS (22" MINIMUM WIDTH). DOORS SHALL OPEN OUTWARD.
- PROVIDE SAFETY GLAZING FOR WINDOWS IN TUB OR SHOWER ENCLOSURES WITHIN 60" OF DRAIN INLET.
- PROVIDE SAFETY GLAZING FOR WINDOWS WITHIN 24" OF A DOOR.
- PROVIDE SAFETY GLAZING FOR WINDOWS LESS THAN 60" ABOVE AND WITHIN 36" HORIZONTALLY OF THE WALKING SURFACE OF A STAIRWAY, LANDING OR RAMP, UNLESS PROTECTED BY A RAIL OR GUARD.
- PROVIDE SAFETY GLAZING FOR WINDOWS LESS THAN 60" ABOVE AND WITHIN 60" HORIZONTALLY OF THE NOSING OF THE BOTTOM TREAD OF A STAIRWAY, UNLESS PROTECTED BY A RAIL OR GUARD.
- AIR LEAKS AT DOORS AND WINDOWS SHALL BE SEALED AND WEATHER-STRIPPED.
- AIR LEAKS AT THE BUILDING ENVELOPE SHALL BE SEALED PRIOR TO INSULATION INSTALLATION.

#### BUILDING - INTERIOR WALLS:

- USE ONLY APPROVED TILE BACKER MATERIALS AND GYP BOARD IN BATHROOMS.
- NON-ABSORBENT FINISH MATERIAL MINIMUM 72" ABOVE THE STANDING SURFACE.
- CEMENT, FIBER-CEMENT OR GLASS-MAT GYP BACKERS FOR ADHESIVE APPLICATION OF FINISH MATERIALS (TILE OR OTHER NONABSORBENT SHEET MATERIALS), OR PAINT (ABOVE 72"), INSTALLED PER MANUFACTURER'S INSTRUCTIONS WITHIN SHOWER STALLS AND BATHTUB SURROUNDS.
- WATER-RESISTANT GYP BOARD SHALL NOT BE USED WITHIN SHOWER STALLS, BATHTUB COMPARTMENTS OR OTHER WET OR HUMID AREAS, OR ON CEILINGS WITH JOISTS GREATER THAN 12" ON CENTER.
- WATER-RESISTANT GYP BACKERS FOR TILE OR PAINT PER MANUFACTURER'S INSTRUCTIONS AT WATER CLOSET COMPARTMENTS.
- REGULAR GYP BOARD FOR TILE OR PAINT ON WALLS AND CEILINGS OTHER THAN ABOVE.
- ENERGY WINDOWS:
  - 13. NEW AND RETROFIT WINDOWS SHALL BE MAXIMUM 0.40 U-FACTOR.
  - 14. EXISTING WINDOWS IN NEW ROOMS SHALL BE DOUBLE PANE AND MAXIMUM 0.40 U-FACTOR.
  - 15. NFRC TEMPORARY LABELING ON NEW WINDOWS SHALL NOT BE REMOVED UNTIL AFTER INSPECTION.
- ENERGY INSULATION:
  - 16. INSTALL INSULATION IN WALLS BETWEEN CONDITIONED AND UNCONDITIONED SPACE AS FOLLOWS: R-13 IN 2 X 4 WALLS, R-19 IN 2 X 6 WALLS, R-22 IN 2 X 8 WALLS, R-30 IN 2 X 10 WALLS, R-38 IN 2 X 12 WALLS OR PER CF-1R PERFORMANCE.
  - 17. INSTALL R-30 (OR PER CF-1R PERFORMANCE) INSULATION AT CEILINGS EXPOSED TO UNCONDITIONED SPACE WITH MINIMUM 1" AIR SPACE BETWEEN INSULATION AND UNDERSIDE OF ROOF SHEATHING FOR VENTILATION.
  - 18. INSULATION SHALL BE INSTALLED CORRECTLY WITH NO GAPS GREATER THAN 1/8" (USE FOAM). NO VOID: NO COMPRESSIONS DEEPER THAN 1/2" (LESS THAN 10% OF CAVITY AREA). WITH INSULATION COMPLETELY FILLING THE CAVITY AND MINIMUM 90 % IN CONTACT WITH ALL 6 CAVITY SURFACES (FLUSH WITH THE FACE OF FRAMING MEMBERS). INSULATION SHALL BE CUT TO FIT AROUND WIRING OR PLUMBING, OR SPLIT TO ENCAPSULATE WIRING OR PLUMBING. RECOMMEND USING UNFACED BATTS, BUT IF FACED, THE VAPOR RETARDER SHALL FACE INTO THE CONDITIONED SPACE.

### NOTE WATER EFFICIENT PLUMBING FITTINGS:

- Toilets: 1.28 gallons/flush
- Showerheads: 1.8 gallons/minute
- Sink faucets: 1.2 gallons/minute
- Kitchen sink faucet: 1.8 gallons/minute

### ELEMENTS TO REMAIN:

- (E) GAS METER TO REMAIN
- (E) ELECTRIC METER/PANEL
- (E) LANDSCAPE PROTECT WHERE POSSIBLE



### DRAWING LEGEND

- (E) WALL TO REMAIN
- (E) WALL TO REMOVE



### GENERAL NOTES:

*Fernando Gutierrez*

### REVISIONS

No.	Description	Date
1		08/29/2024

### PROJECT:

**1962 Graham Ln,  
Santa Clara,  
CA 95050**

### ADDITION

### SHEET TITLE:

**EXISTING  
FLOOR PLAN**

**DRAWN:** C.O.A

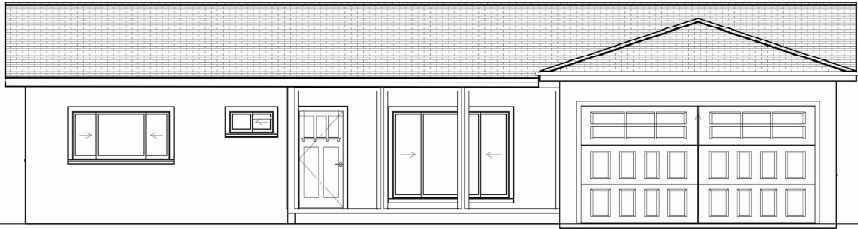
**DATE:** 08/29/2024

**SCALE:** AS NOTED

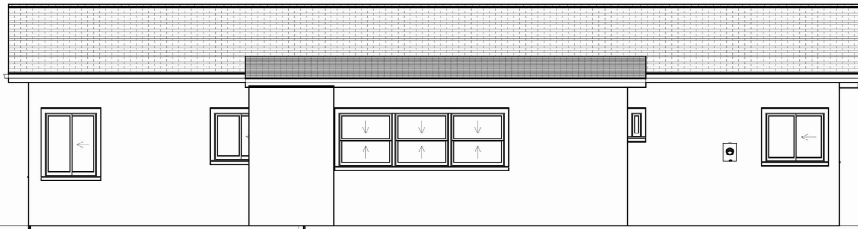
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**SHEET No.**

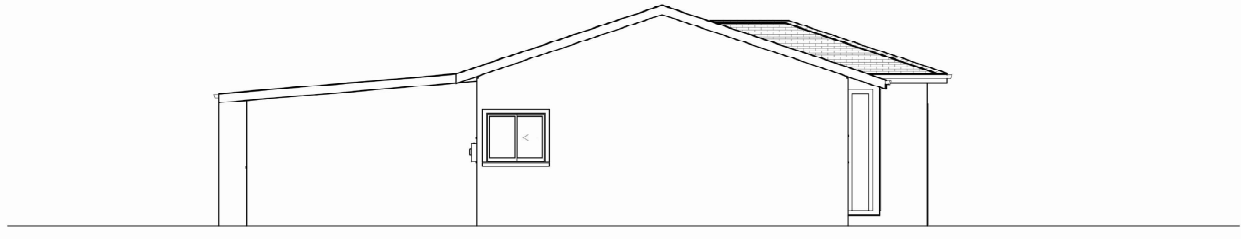
**A-1**



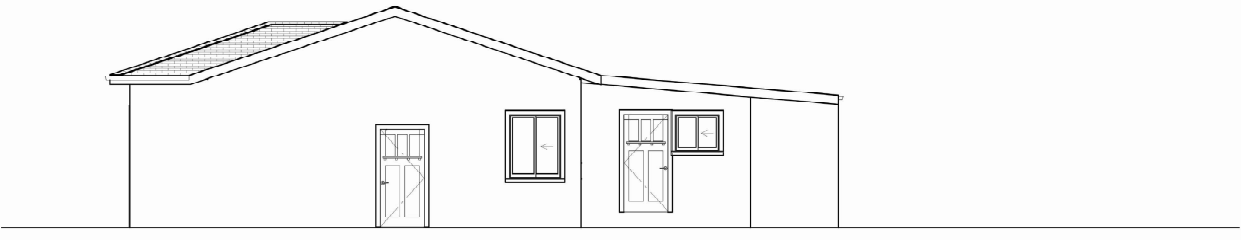
**1** **EXISTING ELEVATIONS FRONT**  
SCALE: 1: 1/4"



**2** **EXISTING ELEVATIONS REAR**  
SCALE: 1: 1/4"



**3** **EXISTING ELEVATIONS LEFT**  
SCALE: 1: 1/4"



**4** **EXISTING ELEVATIONS RIGHT**  
SCALE: 1: 1/4"



**3D DESIGN**

**GENERAL NOTES:**

*Fernando Gutierrez*

**REVISIONS**

No.	Description	Date
1		08/29/2024

**PROJECT:**

**1962 Graham Ln,  
Santa Clara,  
CA 95050**

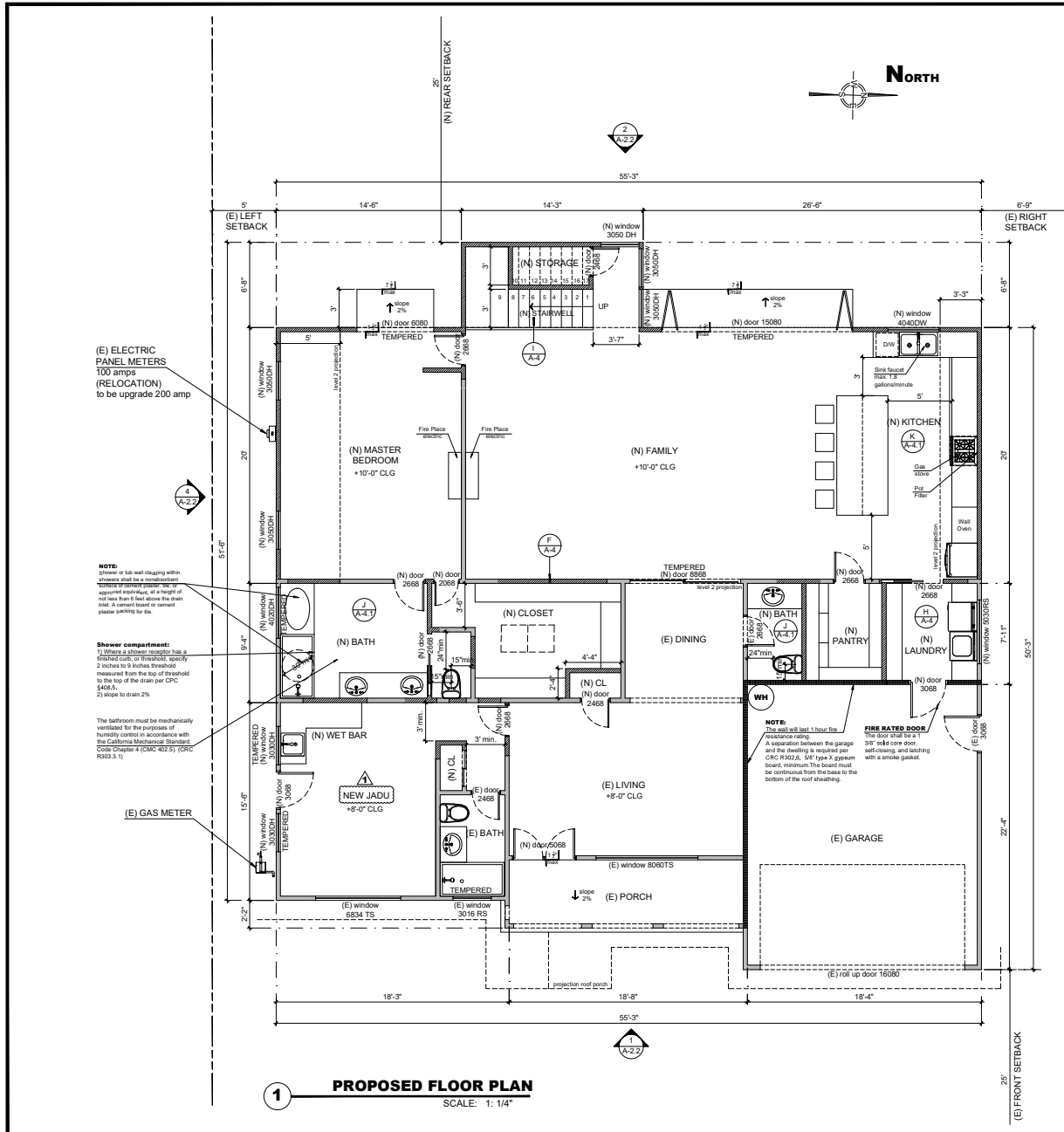
**ADDITION**

**SHEET TITLE:**

**EXISTING  
ELEVATION**

<b>DRAWN:</b>	C.O.A
<b>DATE:</b>	08/29/2024
<b>SCALE:</b>	AS NOTED
<b>JOB No.</b>	210
<b>SHEET No.</b>	

**A-1.1**





**GENERAL NOTES:**

Fernando Gutierrez

[illegible]

**1962 Graham Ln,  
Santa Clara,  
CA 95050**

### ADDITION

**SHEET TITLE:**

**PROPOSED  
LEVEL 2**

DRAWN:	COA
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<b>DATE:</b>	03/10/2025
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<b>SCALE:</b>	AS NOTED
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<b>JOB No.</b>	210
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SHEET No. \_\_\_\_\_

## A-2.1

**CONSTRUCTION NOTES:**

ALL WORK TO BE IN CONFORMANCE WITH 2022 CBC, CRC, CFC, CMC, CPC, CEC, AND 2022 CALIFORNIA ENERGY CODE AND 2022 CALIFORNIA GREEN, BUILDINGS CONSERVATION. THESE CODES, AS WELL AS THE STATE AND LOCAL AMENDMENT TO THEM. CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR METHOD AND MANNER OF CONSTRUCTION AND FOR ALL JOB SITE SAFETY DURING CONSTRUCTION. VERIFY LOCATION GRADES A MIN. OF 5% FOR 10'-0" AWAY FROM STRUCTURE FOR POSITIVE DRAINAGE @ LANDSCAPED AREA & SLOPE GRADE 2% MIN. @ PAVED AREAS.

1. NO CONSTRUCTION MATERIAL, EQUIPMENT, PORTABLE TOILETS, TRASH CONTAINERS, OR DEBRIS SHALL BE PLACED IN THE RIGHT-OF-WAY OF A TRASH CONTAINER SHALL BE MAINTAINED ON SITE AT ALL TIMES.
2. ALL DEBRIS IN SITE WHICH COULD POSSIBLY BLOW AWAY SHALL BE REGULARLY COLLECTED AND PLACED IN THE CONTAINER.
3. ALL COLLECTIONS OF WOOD SCRAPS AND OTHER DEBRIS, WHICH CANNOT BE BLOW AWAY SHALL BE PLACED WITHIN THE PROPERTY LINES OF THE PROJECT IN A NEAT AND SAFE MANNER.
4. CALL NOTICING AND RELOCATE AFFECTED WATER SUPPLY, DRAIN, VENTS AND WASTE LINES AS REQUIRED.
5. REPLACE (OR RELOCATE AS REQUIRED) ALL EXISTING WIRING DAMAGE OR REMOVED DURING CONSTRUCTION.
6. REPLACE, RELOCATE OR EXTEND (AS REQUIRED) ALL EXISTING DUCTWORK DAMAGE OR REMOVED DURING CONSTRUCTION.
7. CONTRACTOR TO PROVIDE BRACING (WHEN REQUIRED) FOR AREAS WHERE WALL ARE REMOVED AND WHERE IMPORTANT SUPPORT IS REQUIRED.
8. DEBRIS IS TO BE DISPOSED AT AN APPROVED DUMPING LOCATION.

**GENERAL NOTES:**

## BUILDING EGRESS:

1. PROVIDE FIRE RESISTING WINDOW FOR EACH BEDROOM WITH MIN 20" CLEAR WIDTH / 5'50.70. FT. AREA.
2. PROVIDE FIRE RESISTING FINISHED FLOOR AND BOTTOM OF FIRE RESISTING WINDOW SILL OR OPENING SHALL BE NO MORE THAN 44 INCHES, EXCEPT FOR PRE-EXISTING OPENINGS.
3. EXTERIOR DOORS SHALL BE:
  - a. 1" WIDE BY 6'8" HIGH FOR THE MAIN EXIT DOOR.
  - b. SIDE HINGED FOR MAIN EXIT DOOR (SLIDING DOORS NOT ALLOWED FOR MAIN EXIT DOOR).
  - c. NO MORE THAN 1 1/4" ABOVE LANDINGS, OR 7 1/4" WHERE DOOR DOES NOT SWING OVER LANDINGS.
  - d. HAVE A MINIMUM 36" WIDE LANDING ON BOTH SIDES OF THE DOOR.
4. LANDINGS NOT REQUIRED WHERE A STAIRWAY OF 2 OR FEWER RISERS IS LOCATED ON THE EXTERIOR SIDE OF THE DOOR. PROVIDED THE DOOR DOES NOT SWING OVER THE STAIRWAY. BUILDING GLAZING:
4. WINDOW SILLS SHALL BE AT LEAST 24" ABOVE THE FINISH FLOOR WHEN LOCATED 72" OR MORE ABOVE FINISHED FLOOR. EXTERIOR GLAZING SHALL BE 4" BELOW 24" IF EXISTING OPENINGS THAT DO NOT ALLOW THE PASSAGE OF A 4" SPHERE, OR IS PROTECTED BY A GUARD.
5. PROVIDE SAFETY GLAZING FOR TUB / SHOWER ENCLOSURES AND DOORS (22" MINIMUM WIDTH), WHEN USED AS AN EXIT WAY.
6. PROVIDE SAFETY GLAZING FOR WINDOWS IN TUB OR SHOWER ENCLOSURES WITHIN 60" OF DRAIN INLET.
7. PROVIDE SAFETY GLAZING FOR WINDOWS WITHIN 24" OF A DOOR.
8. PROVIDE SAFETY GLAZING FOR WINDOWS LESS THAN 60" ABOVE AND WITHIN 36" HORIZONTALLY OF THE WALKING SURFACE OF A STAIRWAY, LANDING OR RAMP, UNLESS PROTECTED BY A RAIL OR GUARD.
9. PROVIDE SAFETY GLAZING FOR WINDOWS LESS THAN 60" ABOVE AND WITHIN 60" HORIZONTALLY OF THE NOSING OF THE BOTTOM TREAD OF A STAIRWAY, UNLESS PROTECTED BY A RAIL OR GUARD.

## 11. AIR LEAKS AT THE BUILDING BUILDING - INTERIOR WALLS

12. USE ONLY APPROVED TILE BACKER MATERIALS AND GYP BOARD IN BATHROOMS:

1. NON-ABSORBENT FINISH MATERIAL MINIMUM 7/2" ABOVE THE STANDING SURFACE.
2. GEMENT FIBER-CEMENT OR GLASS-MAT GYPSUM BACKERS FOR ADHESIVE APPLICATION OF FINISH MATERIAL ON CEILING OR OTHER SURFACES.
3. INSTALL PER MANUFACTURER'S INSTRUCTIONS WITHIN SHOWER STALLS AND BATHTUB SURROUNDS.
4. PERMANENT GY BOARD SHALL NOT BE USED WITH SHOWER STALLS, BATHTUB COMPARTMENTS OR OTHER WET OR HUMID AREAS, OR ON CEILINGS WITH JOISTS GREATER THAN 12" ON CENTER.
5. PERMANENT GY BACKERS FOR TILE OR PAINT PER MANUFACTURER'S INSTRUCTIONS AT WATER CLOSET COMPARTMENTS.
6. REGULAR GY BOARD FOR TILE OR PAINT ON WALLS AND CEILINGS OTHER THAN ABOVE.
- ENERGY INSULATION:
13. NEW AND RETROFIT WINDOWS SHALL BE MAXIMUM 0.4 U-FACTOR.
14. EXISTING WINDOWS IN NEW ROOMS SHALL BE DOUBLE PANE WITH MINIMUM 0.40 U-FACTOR.
15. TEMPORARY LABELING ON NEW WINDOWS SHALL NOT BE REMOVED UNTIL AFTER INSPECTION.
- ENERGY INSULATION:
16. INSTALL INSULATION IN WALLS BETWEEN CONDITIONED AND UNCONDITIONED SPACE AS FOLLOWS: R-13 IN 2 X 4 WALLS, R-19 IN 2 X 6 WALLS, R-22 IN 2 X 8 WALLS, R-30 IN 2 X 10 WALLS.
17. INSTALL R-13 INSULATION PER PERMANENT INSULATION ON CEILINGS.
17. INSTALL R-30 (OR 2X OF R-19 PERMANENT) INSULATION AT CEILINGS EXPOSED TO UNCONDITIONED SPACE WITH MINIMUM 1" AIR SPACE BETWEEN INSULATION AND UNDERSIDE OF CEILING FLOOR JOIST.
18. INSULATION SHALL BE INSTALLED CORRECTLY WITH NO GAPS GREATER THAN 1/8" [USE 1/8" NO VGDS. NO COMPRESSIONS DEEPER THAN 1/2" (LESS THAN 10% OF CAVITY AREA), WITH MINIMUM 1/2" COMPRESSIBLE INSULATION IN JOIST BAY AREAS.]
19. INSULATION SURFACES (FLUSH WITH THE FACE OF FRAMING MEMBERS) INSULATION SHALL BE TO FIT AROUND WIRING OR PLUMBING, OR SPLIT TO ENCASE WIRING RETARDER OR PLUMBING.
20. RECOMMEND USING UNFACED BATTS, BUT IF FACED, THE VAPOR RETARDER SHALL FACE IN



**NOTE WATER EFFICIENT PLUMBING FITTINGS:**

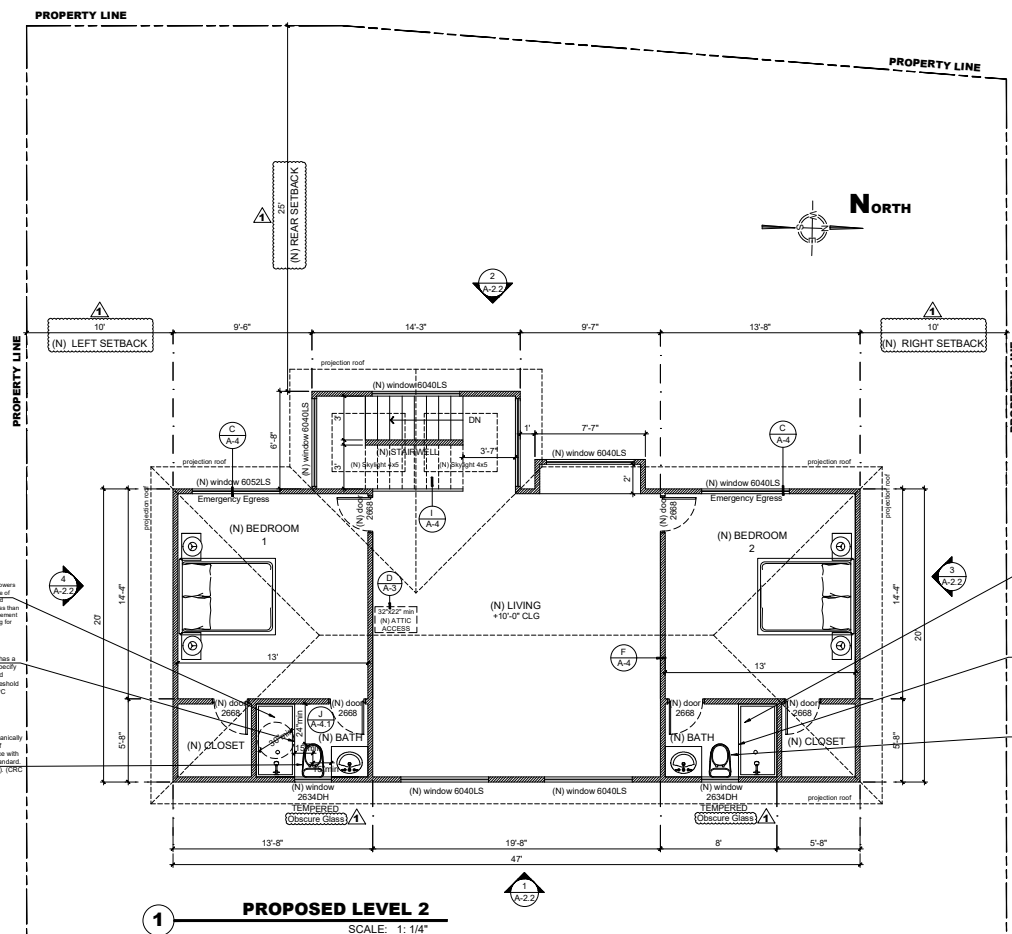
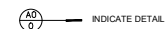
- Toilets: 1.28 gallons/flush
- Showerheads: 1.8 gallons/minute
- Sink faucets: 1.2 gallons/minute
- Kitchen sink faucet :1.8 gallons/minute

**ELEMENTS TO REMAIN:**

- (E) GAS METER TO REMAIN
- (E) ELECTRIC METER/PANEL
- (E) LANDSCAPE PROTECT WHERE POSSIBLE

### DRAWING LEGEND

-  (E) WALL TO REMAIN
-  (N) NEW WALL



**NOTE:**  
Shower wall cladding within showers shall be a nonabsorbent surface of cement plaster, tile, or approved equivalent, at a height of not less than 6 feet above the drain inlet. A cement board or cement plaster backing for tile is required.

**Shower compartment:**  
1) Where a shower receptor has a finished curb, or threshold, specify 2 inches to 9 inches threshold measured from the top of threshold to the top of the drain per CPC §408.5.  
2) slope to drain 2%.

The bathroom must be mechanically ventilated for the purposes of humidity control in accordance with the California Mechanical Standards Code Chapter 4 (CMC 402.5). (CMC R303.3.1)

**NOTE:**  
Shower wall cladding within showers shall be a nonabsorbent surface of cement plaster, tile, or approved equivalent, at a height of not less than 6 feet above the drain inlet. A cement board or cement plaster backing for

**Shower compartment:**

- 1) Where a shower receptor has a finished curb, or threshold, specify 2 inches to 9 inches threshold measured from the top of threshold to the top of the drain per CPC §406.5,
- 2) slope to drain 2%

The bathroom must be mechanically ventilated for the purposes of humidity control in accordance with the California Mechanical Standard. See Chapter 4 (CMC 402.5) (CMC 2002 2, 1).

The bathroom must be mechanically ventilated for the purposes of humidity control in accordance with the California Mechanical Standard Code Chapter 4 (CMC 402.5). (CRC R302.2.1).



3D DESIGN

GENERAL NOTES:

Fernando Gutierrez

REVISIONS

No.	Description	Date
1		11/20/2024

PROJECT:

1962 Graham Ln,  
Santa Clara,  
CA 95050

ADDITION

SHEET TITLE:

PROPOSED  
ELEVATION

DRAWN: C.O.A

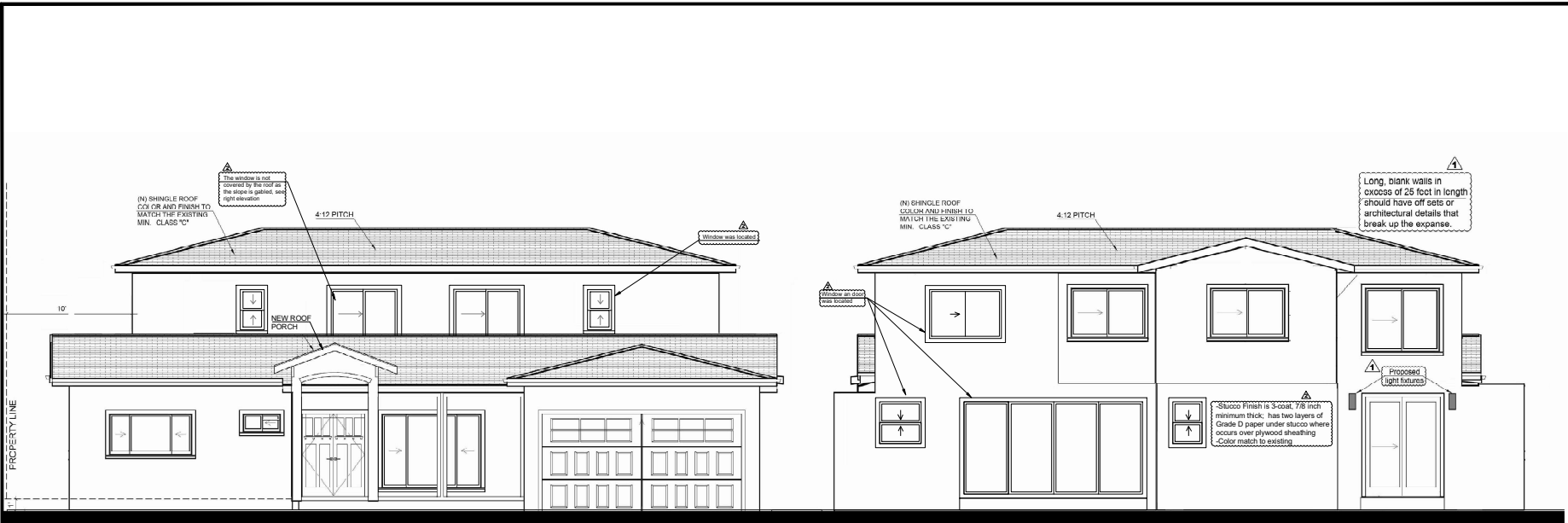
DATE: 03/10/2025

SCALE: AS NOTED

JOB No. 210

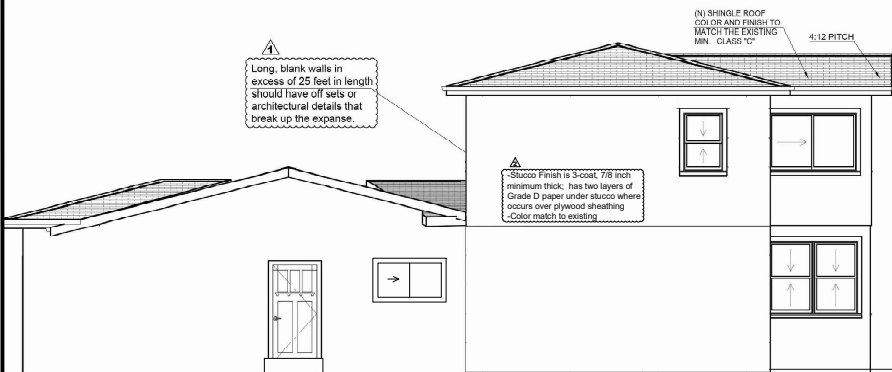
SHEET No.

A-2.2



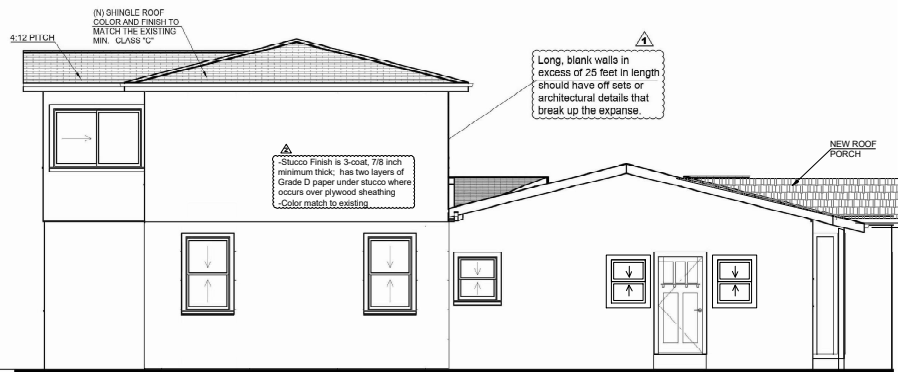
1 PROPOSED ELEVATIONS FRONT

SCALE: 1: 1/4"



2 PROPOSED ELEVATIONS REAR

SCALE: 1: 1/4"



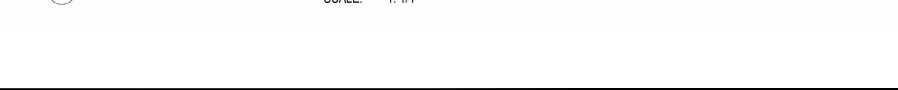
3 PROPOSED ELEVATIONS RIGHT

SCALE: 1: 1/4"



4 PROPOSED ELEVATIONS LEFT

SCALE: 1: 1/4"





## Agenda Report

25-352

Agenda Date: 4/9/2025

### REPORT TO DEVELOPMENT REVIEW HEARING

#### SUBJECT

PUBLIC HEARING: Action on the Architectural Review (PLN24-00352) for the Demolition of Three Existing Industrial Structures to Construct a One & a Half Story 20,284 Square-Foot Industrial Building with Associated Site Improvements in a 38,845 Square-Foot Lot Located at 840, 868, & 870 Parker Street.

**File No.:** PLN24-00352

**Location:** 840, 868, & 870 Parker Street a 38,845 square-foot project site located on the south side of Parker Street, approximately 279 feet east of Lafayette Street  
APN: 224-38-008,009, & 010

**Zoned:** Heavy Industrial (HI)

**Applicant:** Sylvester Ramirez

**Owner:** 840 Parker Street, LLC

**Request:** Architectural Review - Demolition of three existing industrial buildings to construct a one & half story 20,284 square-foot industrial building with associated site improvements.

#### PROJECT DATA

The Project Data and Compliance Table is included as Attachment 2.

#### POINTS FOR CONSIDERATION

##### *Summary*

- 840 Parker Street ("project site") is surrounded by low-rise industrial buildings of various uses and architectural styles as shown in Attachment 1 (Vicinity Map).
- The project site was originally developed in the 1950's prior to the adoption of the Santa Clara Zoning Ordinance and therefore there is no entitlement on file. The existing industrial buildings are utilitarian in design with exposed raw building material. There is no ornamentation, landscape and the buildings are in various state of disrepair.
- The project site consists of three parcels (APN: 224-38-008,009, & 010) which will be merged to form a 38,845 square-foot lot through a Lot Merger (separate process).
- The applicant requests demolition of all existing buildings onsite and pursuant to Santa Clara City Code 18.120.020(D)(7) this requires a Development Review Hearing Architectural Review approval.
- The applicant requests a minor modification for a seven percent increase of the maximum Floor Area Ratio to build the mezzanine. This request is allowed under Santa Clara City Code 18.124.020(B). The request meets the findings prescribed under Santa Clara City Code

18.124.050(D).

- The proposal was deemed cleared from the Project Clearance Committee (PCC) on March 11<sup>th</sup>, 2025, and is consistent with the Zoning Code. The proposed commercial fleet maintenance bay land use is permitted by right in the HI zoning district.

#### *Building Design*

- The proposed construction will consist of parchment colored metal wall panels and slightly slanted roof. The building will have minimal ornamentation through a contrasting dark bronze colored trim in the roof and windows. The architectural pages ("A" pages) of the Development Plans (Attachment 4) shows the materials and elevations.
- The front façade of the proposed construction will have two metal awnings as part of the entry feature. These metal awnings are breaking the mass and reducing the perception of bulk.
- The required off-street parking (13 spaces) is located on the side of the property tucked away from public view due to the landscape that is being planted in the front of the property.

#### *Open Space and Landscaping*

- The project site currently does not have a city-compliant sidewalk as asphalt covers the front. There were no city-wide landscape standards at the time the project site was originally built and therefore no trees or bushes were ever planted on site.
- The proposal will install a sidewalk, curbs, driveways, and gutters per city standard on the right of way perpendicular to the project site. The driveways will abide by the city visibility triangle standard per City Standard Detail TR-9.
- The project site abides by the current landscape standards under Santa Clara City Code 18.36. The front setback area is landscaped with shrubs and ground cover of various species. There are nine 24" box trees that will be planted on site. Most of the trees are being planted on the project site's parking lot.
- The total landscaped area is now 2,633 square feet or 6.83% of the lot.

#### *Design Changes*

- The project has made the following changes since the initial design:
  - Trees are now being proposed in the parking lot area
  - More Class I and Class II Bicycle Spaces are being proposed (four spaces) versus two required.
  - Metal awnings are proposed in the front façade to break up the mass and distinguished the entrance of the building.
- The project is consistent with the City's Community Design Guidelines:
  - Architectural features are provided to avoid large expanses of blank walls.
  - The landscape design complements the building, pedestrian and driveway entrances.
  - Creative lighting schemes which enhance the building features, site layout and landscaping arrangement are encouraged.
- The proposed project meets the required findings for Architectural Review set forth in Santa Clara City Code Section 18.120.020(F).
- There are no active City code enforcement cases for this property.
- A neighborhood notice was distributed within a 300-foot radius of the subject site for this

project review.

### **FINDINGS**

Granting the Architectural Review approval requires, the following findings consistent with Zoning Code Section 18.120.020.F:

1. *That any off-street parking area, screening strips, and other facilities and improvements necessary to secure the purpose and intent of this title and the general plan of the City area a part of the proposed development in that:*
  - The project site is outside one-half mile of a major transit stop as define in California Assembly Bill 2097 therefore the local agency can enforce the required parking minimums under the zoning ordinance.
  - The project site will provide 13 uncovered spaces on a paved surface which is one more than what is required by the Santa Clara City Code.
  - The off-street parking area will be maintained and made of all-weather material.
2. *That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that:*
  - The proposed construction would not create any traffic congestion or hazards.
  - The public streets are of adequate size to accommodate the proposed development.
  - The proposed design stays consistent with the scale of nearby buildings and would not impair the desirability of the neighborhood.
3. *That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City, in that:*
  - The proposed project is consistent with the City's Community Design Guidelines:
    - Building height and bulk is appropriate relative to the neighborhood.
    - Roof materials, building materials, and finishes work in conjunction with one another and consistent with the proposed industrial architectural style of the building.
    - Architectural features are used to reduce large expanse of blank walls which further harmonizes the development with the existing neighborhood.
    - The project site has landscape in the front yard that enhances the design of the proposed building.
  - The proposed project is consistent with the City's General Plan:
    - 5-3.1-P10 - Provide opportunities for increase landscaping and trees in the community.
    - 5-3.5-P11 Construct sidewalks in industrial areas, with priority along streets served by

existing or planned transit services.

5-3.5-P16 - Protect the industrial land use designations from incompatible uses in order to maintain the City's strong fiscal health and quality services that are supported by new businesses and technologies and retention of well-established existing businesses.

4. *That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development, and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that:*

- The project is subject to the California Building code and City Code requirements, which serve to regulate new construction to protect public health, safety, and general welfare.

5. *That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of this title, in that:*

- The proposed construction is consistent with the City's Community Design Guidelines:
  - The proposal enhances the physical awareness, functional relationships and property values of land and development.
- The proposed construction complies with the HI zoning districts development standards.
- The proposed construction complies with the intent of the Santa Clara General Plan and all its policies.

### **Conditions of Approval**

Conditions of approval are proposed for the project and are contained in Attachment 2.

### **ENVIRONMENTAL REVIEW**

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15332 (Class 32 - Infill), in that the request is being built on a project site less than five acres and within an urban area served by existing utilities.

### **PUBLIC CONTACT**

Public contact was made by posting the Development Review Hearing agenda on the City's official notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

On March 27<sup>th</sup>, 2025, a notice was mailed to property owners within 300 feet of the project site to inform

### **RECOMMENDATION**

**Determine** the project to be exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15332 (Class 32 - Infill), and **Approve** the Architectural Review for the demolition of three existing industrial buildings to construct an one & half story 20,284 square-foot industrial building with associated site improvements in a 38,845 square-foot lot located at 840, 868, & 870 Parker Street, subject to findings and conditions of approval.

Prepared by: Alex Tellez, Assistant Planner, Community Development Department

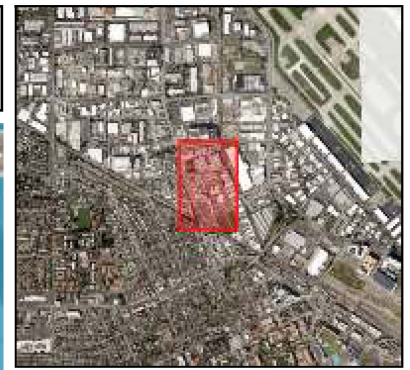
Reviewed by: Nimisha Agrawal, Senior Planner

Approved by: Sheldon S. Ah Sing, Development Review Officer, Community Development Department

### **ATTACHMENTS**

1. Vicinity Map
2. Conditions of Approval
3. Project Data and Compliance Table
4. Development Plans

## Vicinity Map (Zoning) 840 Parker Street



### Legend

#### Base Layers

##### Site Addresses

- Multiple
- Single
- Utility

##### Streets

##### Air Parcels

##### Land Parcels

- Land Parcels
- Right of Ways
- Common Areas



### Notes

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0 350 700  
ft

NAD\_1983\_2011\_StatePanel\_California\_III\_FIPS\_0403\_Ft\_US  
©City of Santa Clara

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Attachment 2: Project Data/Compliance (Non-Residential)**

**Project Address: 840,868, & 870 Parker Street**  
**Zoning: Heavy Industrial - HI**

**Project Number: PLN24-00352**

Standard	Existing	Proposed	Requirement	Complies? (Y/N)
<b>Lot Area (SF) (min):</b>				
<b>840 Parker Street</b>	12,665	38,845 (Lot Merger)	20,000	Y
<b>868 Parker Street</b>	10,800	0	20,000	Lot Merged
<b>870 Parker Street</b>	15,380	0	20,000	Lot Merged
<b>Building Square Footage (SF)</b>				
<b>Main Building:</b>				
<b>840 Parker Street</b>	1,945	20,284	--	--
<b>868 Parker Street (to be demolished)</b>	2,915	0	--	--
<b>870 Parker Street (to be demolished)</b>	4,153	0	--	--
<b>Total:</b>	9,015	20,284	--	--
<b>Floor Area Ratio</b>				
<b>840 Parker Street</b>	0.15	0.52	0.45	N (Requesting Minor Modification)
<b>868 Parker Street</b>	0.26	0.00	0.45	Y
<b>870 Parker Street</b>	0.27	0.00	0.45	Y
<b>Building Coverage (%)</b>				
<b>Building Coverage (All):</b>				
<b>840 Parker Street</b>	0.15	0.44	--	--
<b>868 Parker Street</b>	0.26	0	--	--
<b>870 Parker Street</b>	0.27	0	--	--
<b>Rear Yard Accessory Building Coverage:</b>	0	0	--	--
<b>Main Building Setbacks (FT)</b>				
<b>Front:</b>				
<b>840 Parker Street</b>	60	20	15	Y
<b>868 Parker Street</b>	0	--	15	--
<b>870 Parker Street</b>	60	--	15	--
<b>Side (left): (right):</b>				
<b>840 Parker Street</b>	170 4	10 42	0 0	Y Y
<b>868 Parker Street</b>	25 40	-- --	0 0	--

Standard	Existing	Proposed	Requirement	Complies? (Y/N)
870 Parker Street	30	--	0	--
	55	--	0	
Rear:				
840 Parker Street	33	10	0	Y
868 Parker Street	44	--	0	--
870 Parker Street	35	--	0	--
<b>Height (FT)</b>				
Main building:				
840 Parker Street	10	38'-10"	60	Y
868 Parker Street	15	--	60	--
870 Parker Street	13	--	60	--
<b>Parking:</b>				
<b>Is the site Gov. Code 65863.2 (AB 2097) eligible?</b>				N
Off-Street:	8	13	12	Y
Loading spaces:	0	1	1	Y
<b>Landscaping</b>				
Open Landscaped Area:	0	2,633 SF	--	--

## Conditions of Architectural Review Approval

### PLN24-00352/ 840, 868, & 870 Parker Street

An Architectural Review for the demolition of three existing industrial structures to construct a one & half story 20,284 square-foot industrial building with associated site improvements in a 38,845 square-foot lot

#### GENERAL / PERFORMANCE

- G1. **Permit Expiration.** This Permit shall automatically be revoked and terminated if not used within **two years** of original grant or within the period of any authorized extensions thereof. The date of granting of this Permit is the date this Permit is approved by the decision-making body and the appeal period has been exhausted. The expiration date is April 19, 2027.
- G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.
- G3. **Conditions on Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.
- G4. **Necessary Relocation of Public Facility.** If relocation of an existing public facility becomes necessary due to a conflict with the owner or designee's new improvements, then the cost of said relocation shall be borne by the owner.
- G5. **Indemnify and Hold Harmless.** The owner or designee agrees to defend and indemnify and hold City, its officers, agents, employees, officials and representatives free and harmless from and against any and all claims, losses, damages, attorney's fees, injuries, costs, and liabilities from any suit for damages or for equitable or injunctive relief which is filed by a third party against the City by reason of its approval of owner or designee's project.
- G6. **Code Compliance.** The construction permit application drawings submitted to the Santa Clara Building Division shall include an overall California Building Code analysis; proposed use and occupancy of all spaces (CBC Ch. 3), all building heights and areas (CBC Ch. 5), all proposed types of construction (CBC Ch. 6), all proposed fire and smoke protection features, including all types of all fire rated penetrations proposed (CBC Ch. 7), all proposed interior finishes fire resistance (CBC Ch. 8), all fire protection systems proposed (CBC Ch. 9), and all means of egress proposed (CBC Ch. 10). Noncombustible exterior wall, floor, and roof finishes are strongly encouraged.

- a. During construction retaining a single company to install all fire related penetrations is highly recommended.
  - b. The grade level lobbies shall be minimum 1-hour rated all sides and above.
  - c. All stair shafts shall be minimum 1-hour rated.
  - d. All elevator shafts shall be minimum 1-hour rated.
  - e. All trash chute shafts shall be minimum 1-hour rated.
  - f. Recommendation: provide minimum two trash chutes; one for recyclables, one for trash, each trash chute to be routed down to a grade level trash collection room.
  - g. Any trash rooms shall be minimum 1-hour rated all sides and above.
- G7. **Building Codes as Amended.** See Title 15 of the Santa Clara City Code for any amendments to the California Building Codes.
- G8. **Reach Codes.** This project is subject to the provisions of the City of Santa Clara 2022 Reach Code, effective January 2022. See Ordinance No. 2034 and/or Title 15 of the Santa Clara City Code.
- a. Chapter 15.36 – Energy Code for “all electric” provisions for new construction.
  - b. Chapter 15.38 – Green Building Code for additional Electric Vehicle Charging requirements for new construction.
- G9. Comply with all applicable codes, regulations, ordinances and resolutions.
- G10. **Signage.** This approval does not include an approval for signage. Signage will require a separate approval from the Planning Division. Signage will be reviewed through a separate approval process.

## **COMMUNITY DEVELOPMENT - PLANNING DIVISION**

### **DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE**

- P1. **Roof Mounted Mechanical Equipment.** All roof mounted mechanical equipment shall be placed within a screened roof top enclosure depicted on the elevation drawings or located below the parapet level and shall not be visible from the ground at any distance from the building. Cross section roof drawings shall be provided at the building permit stage indicating the relative height of the screen wall or parapet. Minimum screen height or parapet depth shall be five feet or greater to match the height of any proposed equipment.
- P2. **Tree Replacement (on-site).** Trees permitted by the City for removal shall be replaced on-site at a ratio of 2 per 1. (SCC 12.35.090)
- P3. **Construction Management Plan.** The owner or designee shall submit a construction management plan addressing impacts to the public during construction activities including: showing work hours, noticing of affected businesses, construction signage, noise control, storm water pollution prevention, job trailer location, contractor parking, parking enforcement, truck hauling routes, staging, concrete pours, crane lifts, scaffolding, materials storage, pedestrian safety, and traffic control. The plan shall be submitted to the Director of Community Development or designee for approval prior to issuance of demolition and building permits.

## **DURING CONSTRUCTION – PRIOR TO OCCUPANCY**

- P4. **Construction Hours.** Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.
- P5. **Construction Trash/Debris.** During construction activities, the owner or designee is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.
- P6. **Construction Parking.** Off street parking is required to be available from the time of issuance of building permits until the issuance of certificate of occupancy. Five parking spaces shall be made available. Off-street construction parking lots are required to be maintained mud-free and dustless. If the off-street construction parking lot is located on an unpaved surface, daily street sweeping of surrounding streets is required. (SCC 18.38.030)
- P7. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.

## **OPERATIONAL CONDITIONS**

- P8. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.
- P9. **Landscaping.** New landscape areas of 500 square feet or more or rehabilitated landscape areas of 2,500 square feet or more shall conform to the California Department of Water Resources Water Efficient Landscape Ordinance.
- P10. **Transportation Demand Management (TDM) Program (Non-Residential project)** The Owner or designee shall implement the project TDM program that includes elements to reduce vehicle miles traveled (VMT) by 25 percent per the City's 2022 Climate Action Plan. A final TDM plan shall be submitted to the Director of Community Development or designee prior to Building Permit Final by the Planning Division. The property owner or designee shall monitor the project TDM program and submit an annual report to the Director of Community Development or designee. Monitoring and reporting requirements may be revised in the future if the minimum reduction is not achieved through the measures and programs initially implemented.

## **COMMUNITY DEVELOPMENT - BUILDING DIVISION**

### **DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE**

- BD1. **Addressing.** Prior to overall construction permit application, submit to the Santa Clara Building Division, 2 copies of an addressing diagram request, to be prepared by a licensed architect or engineer. The addressing diagram(s) shall include all proposed streets and all

building floor plans. The addressing diagram(s) shall conform to Santa Clara City Manager Directive #5; Street Name and Building Number Changes, and Santa Clara Building Division Address Policy For Residential and Commercial Developments. The addressing diagram(s) shall indicate all unit numbers to be based off established streets, not alleys nor access-ways to garages. Allow a minimum of 10 working days for initial staff review. Please note city staff policy that existing site addresses typically are retired. Provide digital pdf printed from design software, not scanned from printed paper sheet

- a. Any building or structure that is demolished shall have its address retired and a new address/s shall be issued for the project.

**BD2. Flood Zone.** The construction permit application drawings submitted to the to the Santa Clara Building Division shall include a copy of the latest Federal Emergency Management Agency (FEMA) Flood Zone Map: <https://msc.fema.gov/portal/home>. The project drawings shall indicate how the project complies with the Santa Clara Flood Damage Prevention Code.

- a. FEMA Flood Zone map designations and requirements are based on the map in effect at date of Building Permit issuance

**BD3. Water Pollution Control.** The construction permit application drawings submitted to the Santa Clara Building Division shall include Santa Clara Valley Urban Runoff Pollution Prevention Program Low Impact Development (LID) practices [http://www.scvurppp-w2k.com/nd\\_wp.shtml](http://www.scvurppp-w2k.com/nd_wp.shtml). All projects that disturb more than one acre, or projects that are part of a larger development that in total disturbs more than one acre, shall comply with the Santa Clara Valley Urban Runoff Pollution Prevention Program Best Management Practices (BMP): [http://www.scvurppp-w2k.com/construction\\_bmp.shtml](http://www.scvurppp-w2k.com/construction_bmp.shtml), and shall provide a Storm Water Pollution Prevention Plan (SWPPP) by a certified Qualified SWPPP Developer (QSD). All site drainage and grading permit applications submitted to the Santa Clara Building Division shall include a city of Santa Clara "C3" data form, available on this web page:

- a. <https://www.santaclaraca.gov/our-city/departments-g-z/public-works/environmental-programs/stormwater-pollution-prevention> and will be routed to a contract consultant for review.

**BD4. Submittal Requirement.** The overall project construction permit application shall include the geotechnical, architectural, structural, energy, electrical, mechanical, and plumbing drawings and calculations. Prior to the issuance of the overall project construction permit, a conditions of approval review meeting must be held in city hall, which meeting must be attended by the on-site field superintendent(s). The meeting will not be held without the attendance of the on-site field superintendent(s). The on-site grading permit shall be a separate permit application to the Building Division.

## **DURING CONSTRUCTION – PRIOR TO OCCUPANCY**

**BD5. Temporary Certificates of Occupancy.** Temporary Certificates of Occupancy (TCO) will not be routinely issued and will be considered on a very limited basis only when there is a clear and compelling reason for city staff to consider a TCO. A TCO will be approved only after all applicable City staff have approved in writing; Planning, P.W./ Engineering, Fire Prev., Santa Clara Water, Silicon Valley Power, and any other applicable agencies such

as the Santa Clara County Health Dept., with the Building Division being the final approval of all TCO.'s.

## **COMMUNITY DEVELOPMENT – HOUSING DIVISION**

### **DURING CONSTRUCTION – PRIOR TO OCCUPANCY**

**H1. Impact Fee.** In accordance with the Santa Clara City Code chapter 17.40, this project is subject to the requirements of the Affordable Housing Ordinance which may be met through payment of an impact fee of \$7.71 per square foot. The fee is determined by the net square footage of the existing building to be demolished, minus the square footage of the proposed new construction building, then multiplied by \$7.71 per square foot. Please note that Applicant must pay impact fees prior to the issuance of the occupancy certificate of the building. All fees are based on the current Municipal Fee Schedule in effect at the time the project is approved.

Based on the provided square footage, the estimated is as follows: (9,015 sq ft existing) + (20,284 sq ft proposed) = 11,269 sq ft x \$7.71 = \$86,883.99. If the proposed square footage changes at the time of building permit issuance, the impact fee will be adjusted accordingly.

## **FIRE DEPARTMENT**

### **DESIGN / PERFORMANCE—PRIOR TO BUILDING PERMIT ISSUANCE**

- F1. Hazmat Clearance.** Prior to any Building Permit issuance, Hazardous Materials Closure (HMCP) is required as applicable: This is a permit is issued by the Santa Clara Fire Department, Fire Prevention & Hazardous Materials Division. Hazardous materials closure plans are required for businesses that used, handled or stored hazardous materials. While required prior to closing a business this is not always done by the business owner, and therefore should be part of the developer's due diligence. The hazardous materials closure plans demonstrate that hazardous materials which were stored, dispensed, handled or used in the facility/business are safely transported, disposed of or reused in a manner that eliminates any threat to public health and environment.
- F2. Hazmat Clearance.** Prior to any Building Permit Issuance, a Phase II environmental assessment is required to be submitted to CRRD for review. If hazards are present that require site mitigation, cleanup, or management of chemical contaminants in soil, soil vapor, or groundwater a separate permit from one of the regulatory agencies below will be required. The type and extent of contamination on site(s) will govern which of the regulatory agencies noted below can supervise the cleanup: Department of Toxic Substances Control (DTSC); State Water Resources Control Board; or Santa Clara County, Department of Environmental Health.

If the project intends to contract with a State or County Agency for onsite/offsite environmental remediation activities the following documentation shall be provided to the Fire Prevention & Hazardous Materials Division prior to issuance of a Building Permit for

demolition or grading: Oversight agency case number; and Oversight managers contact name, phone number.

For smaller projects that are not moving soil at all, a Phase I environmental assessment may be adequate. Please contact Assistant Fire Marshal Fred Chun at [fchun@santaclaraca.gov](mailto:fchun@santaclaraca.gov) for more information.

- F3. **Fire Flow Requirement.** Prior to Building Permit Issuance, provide documentation from the City of Santa Clara Water & Sewer Department that the minimum required fire-flow can be met. Fire Department fire-flow will be based on the current California Fire Code. The most restrictive departments requirement shall apply.
- F4. **Fire Hydrants.** Prior to Building Permit Issuance, building plans shall show the required number, location and distribution of fire hydrants for the buildings will be based on the current California Fire Code, Appendix C as amended. The required number of fire hydrants will be based on the fire-flow before the reduction for fire sprinklers. Both public and private fire hydrants may be required.
- F5. **Fire Department Access.** Prior to Building Permit Issuance, a five-foot all-weather perimeter pathway around the entire perimeter of the buildings to facilitate firefighter access is required to be incorporated into the Building permit submittal.
- F6. **Fire Department Access.** Prior to the issuance of the Building Permit, approval for fire department apparatus access roads is required. Roadways must be provided to comply with all the following requirements:
- Fire apparatus access roadways shall be provided so that the exterior walls of the first story of the buildings are located not more than 150 feet from fire apparatus access as measured by an approved route around the exterior of each building. In addition, aerial apparatus roadways must be located so aerial apparatus will have clear access to the “entire” face/sides of the building. The minimum number of sides is project-specific and depends on the building configuration, building design, occupancy, and construction type, etc. As part of Building Permit Issuance, an alternative materials, design, and methods of construction and equipment permit application will need to be submitted for review and approval incorporating applicable mitigation measures as determined by the fire department for the lack of compliance. Please note acceptable mitigation methods may have been discussed during the planning stage. Those mitigations are not guaranteed until a formal alternate means permit is submitted concurrently with the Building Plans. Conversely, an acceptable mitigation method may not have been discussed and will be evaluated under an alternate means permit at the building permit stage.
  - For underpasses, garages, gates, or anything similar that a Fire apparatus is required to drive under as part of the emergency vehicle access, 16 feet vertical clearance will be required. For all other areas, the “minimum” unobstructed vertical clearance shall not be less than 13 feet 6 inches.

or

- For all other areas, the “minimum” unobstructed vertical clearance shall not be less than 13 feet 6 inches.
- The “minimum” width of aerial roadways for aerial apparatus is 26 feet.
- The minimum inside turning radius shall be 30 feet.
- The “minimum” width of roadways for aerial apparatus is 26 feet. Aerial access roadways shall be located a minimum of 15 feet and a maximum of 30 feet from the protected building. This requirement is only applicable when Appendix D of the Fire Code is enforceable.
- Overhead utility and power lines easements shall not be located over fire apparatus access roads or between the aerial fire apparatus roads and the buildings to avoid the possibility of injury and equipment damage from electrical hazards.
- Fire apparatus access roadways shall be all-weather surface(s) designed to support a gross vehicle weight of 75,000-pounds.
- Trees at full development must not exceed 30 feet in height and not impair aerials apparatus operations to sweep opposing sides of a building. Other obstructions such as site lighting, bio-retention, and architectural features are reviewed case-by-case to ensure they do not obstruct aerial and ground ladder access.
- Traffic control/calming devices are not permitted on any designated fire access roadway unless approved. A separate Fire Department permit is required for any barrier devices installed along fire department apparatus access roads.

Prior to any Building Department Issuance, all fire department apparatus access roadways on private property are required to “be recorded” with the County of Santa Clara as Emergency Vehicle Access Easements (EVAE’s) and reviewed by the Fire Department. No other instruments will be considered as substitutions such as P.U.E, Ingress/Egress easements and/or City Right-of-Ways.

- F7. **Emergency Responder Radio Coverage System.** Prior to Building Permit Issuance, provisions shall be made for Emergency Responder Radio Coverage System (ERRCS) equipment, including but not limited to pathway survivability in accordance with Santa Clara Emergency Responder Radio Coverage System Standard.
- F8. **Fire Department Access.** Prior to the start of construction, roadways and water supplies for fire protection are required to be installed and made serviceable and maintained throughout the course of construction.
- F9. **Fire Department Access.** Prior to issuance of the Building Permit, a gate permit is required to be obtained. Openings for access gates located across fire apparatus access roads shall be a minimum of 20 feet of clear width. Gates shall also be provided with a minimum unobstructed vertical clearance of 16-feet. All gates installed on designated fire department access roads must be electrically automatic powered gates. Gates shall be provided with an emergency power or be of a fail-safe design, allowing the gate to be pushed open without the use of special knowledge or equipment. A Tomar Strobe Switch or 3M Opticom detector shall be installed to control the automatic gate(s) to allow emergency vehicles (e.g., fire, police, ems). Said device shall be mounted at a minimum height of eight to ten feet (8’ - 10’) above grade.

- F10. **Alternative Means and Methods.** Prior to any Building Permit issuance, an alternate means or methods permits to mitigate any code deficiency must be submitted and approved. Please submit this permit concurrently with the building plans. Please note specific mitigations may have been discussed during the planning process. None of these discussions are binding and can only be formally approved through submitting an AMMR permit. The AMMR permit is formally documenting that and still needs to be submitted.
- F11. **Hazmat Information.** Prior to Building Permit Issuance, a Hazardous Materials Inventory Statement including refrigerants is required to be submitted and reviewed with the Building Permit if applicable.
- F12. **Fire Safety During Construction.** Prior to Building Permit Issuance, a permit for Construction Safety & Demolition shall be submitted to the fire department for review and approval in compliance with our Construction Safety & Demolition standard.

#### **DURING CONSTRUCTION – PRIOR TO OCCUPANCY**

- F13. **Shared Fire Protection Features that Cross Property Lines.** Prior to Building Permit Final, any EVAEs or fire protection equipment (including but not limited to fire service undergrounds, sprinkler piping, fire alarm equipment, fire pumps, ERRCS) that cross property lines or is not located on the parcel of the building it serves shall have a CC&R legally recorded detailing who is responsible for maintenance and repair of the EVAE or fire protection equipment.
- F14. **Fire Protection Systems Before Occupancy.** Prior to any Certificate of Occupancy Issuance (temporary or permanent), fire-life safety systems installations must be fully installed, functional, and approved.

#### **PUBLIC WORKS DEPARTMENT – ENGINEERING**

- E1. **Site Clearance.** Obtain site clearance through Public Works Department prior to issuance of Building Permit. Site clearance will require payment of applicable development fees. Other requirements may be identified for compliance during the site clearance process. Contact Public Works Department at (408) 615-3000 for further information.
- E2. **Lot-Line-Adjustment.** File a Lot-Line-Adjustment application prepared by a Licensed Land Surveyor or a Registered Civil Engineer with Land Surveyor privileges with all required fees to combine or reconfigure the subject parcels and record the approved Lot-Line-Adjustment with the County Recorder, all to the satisfaction of the City Engineer.

#### **DURING CONSTRUCTION**

- E3. **Encroachment Permit.** All work within the public right-of-way and/or public easement, which is to be performed by the Developer/Owner, the general contractor, and all subcontractors shall be submitted within a Single Encroachment Permit to be reviewed and issued by the City Public Works Department. Issuance of the Encroachment Permit and payment of all appropriate fees shall be completed prior to commencement of work, and all work under the permit shall be completed prior to issuance of occupancy permit.
- E4. **Encroachment Permit.** Submit public improvement/encroachment permit plans prepared in accordance with City Public Works Department procedures which provide for the installation of public improvements directly to the Public Works Department. Plans shall

- be prepared by a Registered Civil Engineer and approved by the City Engineer prior to approval and recordation of final map and/or issuance of building permits.
- E5. **Encroachment Permit.** Existing non-standard or non-ADA compliant frontage improvements shall be replaced with current City standard frontage improvements as directed by the City Engineer or his designee.
- E6. **Encroachment Permit.** Damaged curb, gutter, and sidewalk within the public right-of-way along property's frontage shall be repaired or replaced (to the nearest score mark) in a manner acceptable to the City Engineer or his designee. The extents of said repair or replacement within the property frontage shall be at the discretion of the City Engineer or his designee.
- E7. **Encroachment Permit.** Owner or designee shall provide a complete storm drain study for the 10-year and 100-year storm events. The grading plans shall include the overland release for the 100-year storm event and any localized flooding areas. System improvements, if needed, will be at developer's expense.
- E8. **Encroachment Permit.** Sanitary sewer and storm drain mains and laterals shall be outside the drip line of mature trees or ten (10) feet clear of the tree trunk, whichever is greater, to the satisfaction of the City Engineer.
- E9. **Encroachment Permit.** Provide root barriers when the drip line of the mature trees covers the sidewalk. Root barriers for sidewalk protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 1.5' deep, and centered on trees. Root barriers for curb and gutter protection shall be 16' long or extend to drip line of the mature tree, whichever is greater, and be 2' deep, and centered on trees.
- E10. **Encroachment Permit.** Existing streetlights shall be clear of proposed sidewalk, developer shall relocate as necessary.
- E11. **Encroachment Permit.** Pavement treatment shall be 2" grind and overlay with digouts for the entire street width of Parker Street along the project frontage.
- E12. **Easement.** Dedicate required on-site easements for any new public utilities, and/or emergency vehicle access by means of subdivision map or approved instrument at time of development.
- E13. **Easement.** Dedicate sidewalk easements along the project frontage where public sidewalks extend into private property. Sidewalk easements are to be 1' behind proposed back of walk where there is landscaping behind sidewalk. Sidewalk easement where hardscape is behind sidewalk is to be at back-of-walk. Cold joint is required between public sidewalk and private hardscape.
- E14. **Agreement.** If requested, owner or designee shall prepare and submit for City approval a maintenance plan for all sidewalk, curb and gutter, landscaping and irrigation system improvements installed within the public right-of-way prior to encroachment permit issuance. Such plan shall include at a minimum, maintenance requirements for trees and shrubs, in acknowledgement of developer's/property owner's obligation under Chapter 12.30 and 17.15.

#### **PUBLIC WORKS DEPARTMENT - TRANSPORTATION**

#### **DURING CONSTRUCTION**

- TR1. **Encroachment Permit.** Traffic improvements must comply with the City of Santa Clara Standard Details and Specifications for Public Works Construction.
- TR2. **Encroachment Permit.** Landscape improvements within 10 feet of a driveway must be less than 3 feet or greater than 10 feet per City Standard Detail TR-9.
- TR3. **Encroachment Permit.** Design and construct minimum 5-foot wide sidewalk.
- TR4. **Encroachment Permit.** Design and construct driveway in accordance with City Standard Detail ST-9.
- TR5. **Building Permit.** Comply with applicable zoning code requirements for Class I and Class II bicycle parking spaces
- TR6. **Building Permit.** Class I and Class II bicycle parking, as defined in SCMC 18.74.075, shall be conveniently accessible from the street, within 200 feet of a building entrance and/or highly visible areas.
- TR7. **Building Permit.** All on-site structures must be clear of Driveway Visibility Clearance Areas per City Standard Detail TR-9.
- TR8. **Building Permit.** If parking entrance will be gated, install the gate a minimum of 25 feet from the property line.
- TR9. **Building Permit.** Trash collection shall be conducted on-site.

## **PUBLIC WORKS DEPARTMENT – STREETS DIVISION**

### **Right of Way Landscape**

#### **DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT**

- L1. **Tree Preservations Specifications.** Include [City of Santa Clara Tree Preservation/City Arborist specifications](#) on all improvement plans.
- L2. **Mature Trees.** Identify existing mature trees to be maintained. Prepare a tree protection plans for review and approval by the City prior to any demolition, grading or other earthwork in the vicinity of existing trees on the site.
- L3. **Tree Replacement.** 2:1 tree replacement ratio required for all trees removed from the right-of-way

#### **DURING CONSTRUCTION OR OPERATION**

- L4. **No Public Root Cutting.** No cutting of any part of **public**, including roots, shall be done without securing prior approval of the City Arborist. Tree trimming/removal shall be done in accordance to the City of Santa Clara Tree Preservation/City Arborist specifications and with direct supervision of a certified arborist (Certification of International Society of Arboriculture).

#### **PRIOR TO FINAL OF BUILDING PERMIT**

- L5. **In Lieu Fee.** If 2:1 replacement ratio cannot be met for removal of right of way landscape trees, tree planting fee must be paid prior to building permit final.

### **Solid Waste**

#### **DESIGN/PERFORMANCE PRIOR TO ISSUANCE OF BUILDING PERMIT**

- SW1. **Post-Construction Solid Waste Generation Estimation and Collection Form.** The applicant shall complete and provide the Post-Construction Solid Waste Generation

- Estimation and Collection Form, which includes the estimation of trash and recycling materials generated from the project. Use the City's Solid Waste Guidelines for New and Redevelopment Projects as specified by the development type. Contact the Public Works Department at [Environment@SantaClaraCA.gov](mailto:Environment@SantaClaraCA.gov) or (408) 615-3080 for more information.
- SW2. **Site Plan.** The applicant shall provide a site plan showing all proposed locations of solid waste containers, chutes, compactors, trash enclosures and trash staging areas. The site plan shall show the route or access for trash and recycling collectors (trucks) including vertical clearance, turning radius and street/alley widths. All plans shall comply with the City's Solid Waste Guidelines. Solid metal roof, gates and a trench drain shall be installed within the trash enclosure and connected to the on-site sewer system.
- SW3. **Construction Waste Diversion.** For projects that involve construction, demolition or renovation of 5,000 square feet or more, the applicant shall comply with City Code Section 8.25.285 and recycle or divert at least sixty five percent (65%) of materials generated for discard by the project during demolition and construction activities. No building, demolition, or site development permit shall be issued unless and until applicant has submitted a construction and demolition debris materials check-off list. Applicant shall create a Waste Management Plan and submit, for approval, a Construction and Demolition Debris Recycling Report through the City's online tracking tool at <http://santaclarawastetracking.com/>.
- SW4. **Authorized Service Haulers.** This project is subject to the City's Accumulation, Transportation and Disposal of Solid Waste Ordinance (Chapter 8.25 of the Municipal Codes), which requires the handling and disposal of waste by authorized service haulers. Insert the General Notes for the Construction & Demolition (C&D) Waste Management into construction plans in accordance with the City's municipal codes prior to the issuance of a Building or Grading permit. Provide the Green Halo waste online tracking number to Building staff prior to the issuance of a demolition or building permit.
- SW5. **Non-Exclusive Franchise Hauling Area.** This property falls within the City's non-exclusive franchise hauling area. The applicant is required to use one of the City's approved non-exclusive franchise haulers and rate structure for any hired debris boxes. A current list of non-exclusive franchise haulers can be found at [www.santaclaraca.gov/cd](http://www.santaclaraca.gov/cd) Prior to the issuance of a Public Works clearance, the project applicant shall complete and sign the Construction and Demolition (C&D) / Waste Management Rules and Regulations Form.

#### **DURING CONSTRUCTION OR OPERATION**

- SW6. **Waste Generation Tracking.** Applicant to track all waste generated and upload debris tags to GreenHalo for City staff review.

#### **PRIOR TO FINAL OF BUILDING PERMIT**

- SW7. **Weight Tickets.** Prior to obtaining a Temporary or Final Certificate of Occupancy, individual weight tickets for all materials generated for discard or reuse by the project during demolition and construction activities shall be uploaded to Green Halo and submitted for review and approval by Environmental Services. At a minimum two (2) weeks review time is required.

#### **SILICON VALLEY POWER**

##### **GENERAL**

- SVP1. **Applicant Design Process:** available to Applicants to expedite distribution electric substructure design.

- SVP2. **SVP Rules and Regulations:** Applicant shall comply with all applicable SVP rules, regulations, standards, guidelines, and requirements, as may be amended from time to time.
- SVP3. **SVP Equipment Clearances:**
- a. **Access Doors:** Ten (10) foot minimum clearance in front of equipment access doors.
  - b. **Pad Sides:** Five (5) foot minimum clearance from pad on sides without access doors.
  - c. **Truck Access:** Eighteen (18) foot minimum width on one side of the equipment pad for truck access.
  - d. **Barrier pipes:** (on sides accessible to vehicles)
    - i. Thirty (30) inches from equipment sides.
    - ii. Forty-Eight (48) inches in front of access doors. (use removable bollards)
- SVP4. **SVP Conduit Clearances:**
- a. **Longitudinal:** Five (5) foot minimum between new conduits/piping and existing/proposed SVP conduits.
  - b. **Vertical:** Twelve (12) inch minimum between new conduit/pipes perpendicular to existing SVP conduits.
  - c. **Poles/Posts:** Three (3) foot six (6) inches clearance required from poles (electroliner, guy stub, service clearance, self-supporting steel, and light poles), except for riser conduits. This is reduced to a three (3) foot minimum for posts (signposts, barrier pipes, bollards, fence posts, and other similar posts).
  - d. **Structures:** Five (5) foot minimum is required from walls, footings, retaining walls, landscape planter, or similar permanent structures.
  - e. **Subsurface Facilities:** Five (5) foot minimum from new splice boxes, pull boxes, manholes, vaults, or similar subsurface facilities.
  - f. **Fire Hydrant:** Five (5) foot minimum from fire hydrant thrust block. (Extends 5 feet on either side of the hydrant in line with the radial water pipe connected to the hydrant).
- SVP5. **SVP Vault/Manhole Clearances:**
- a. Ten (10) foot minimum between adjacent Vaults or Manholes.
  - b. Three (3) foot minimum from face of curb. (bollards required for vaults).
- SVP6. **SVP Guy Anchor Clearances:** Five (5) foot minimum clearance is required between the center of anchor line and any excavation area.
- SVP7. **Tree Clearances:**
- a. **Conduits:** Five (5) foot minimum to tree root barrier or other subsurface wall or structure.
  - b. **Equipment:** Five (5) foot minimum to tree root barrier. The tree canopy drip line cannot be over the SVP equipment.
  - c. **Subsurface Facilities:** Five (5) foot minimum to any electric department facilities. Any existing trees in conflict will have to be removed.
  - d. **Easements:** No trees shall be planted in SVP's U.G.E.E or P.U.E's.

- e. **Transformer & Switch Placement:** these devices and pads may only be located outdoors. Clearances to buildings are defined in UG1225. All projects are to assume mineral oil fluid, unless otherwise approved by SVP.

SVP8. **SVP Standards.** Applicant shall comply with the following SVP standards (as may be amended or supplemented).

- a. UG1000 - Installation of Underground Substructures by Developers
- b. UG1250 – Encroachment Permit Clearances from Electric Facilities
- c. UG0339 – Remote Switch Pad
- d. OH1230 – Tree Clearances from Overhead Electric Lines
- e. SD1235 – Tree Planting Requirements Near Underground Electric Facilities
- f. UG1225 – Pad mounted Equipment Clearances and Protection
- g. UG0250 – High Density Residential Metering Requirements
- h. FO-1901 – Fiber Optic Splicing and Testing Methods
- i. SVP Rules and Regulations – Latest Edition

SVP9. **SVP Standards, Miscellaneous:**

- a. In the case of podium-style construction, all SVP facilities and conduit systems must be located on solid ground (aka “real dirt”) and cannot be supported on parking garage ceilings or placed on top of structures.
- b. No splice boxes are allowed between the SVP utility connection point and the applicants main switch board.
- c. SVP does not utilize any sub-surface (below grade) devices in its system. This includes transformers, switches, etc.

SVP10. **Meter Locations:**

- a. For condominium or apartment, all electric meters and service disconnects shall be grouped at one location, outside of the building or in a accessible utility room. If they are townhomes or single-family residences, then each unit shall have its own meter, located on the structure. A double hasp locking arrangement shall be provided on the main switchboard door(s). Utility room door(s) shall have a double hasp locking arrangement or a lock box shall be provided. Utility room door(s) shall not be alarmed.
- b. All interior meter rooms at ground level are to have direct, outside access through only ONE door. Interior electric rooms must be enclosed in a dedicated electric room and cannot be in an open warehouse or office space.

SVP11. **Underground Service Entrance**

- a. (277/480V Service or Lower) Underground service entrance conduits and conductors shall be “privately” owned, maintained, and installed per City Building Inspection Division Codes to the SVP defined utility connection point.
- b. (12KV Service) SVP terminates cable on the applicant owned switchgear.
- c. No cross-parcel distribution is allowed. SVP service points must be within the parcels that they serve.

SVP12. **Code Sections:**

- a. The Applicant shall provide and install electric facilities per Santa Clara City Code chapter **17.15.210**.

- b. Installation of underground facilities shall be in accordance with City of Santa Clara Electric Department standard UG-1000, latest version, and Santa Clara City Code chapter **17.15.050**.
- c. The applicant shall perform, in accordance with current City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, street light foundations, equipment pads and subsurface housings required for power distribution, street lighting, and signal communication systems, as required by the City in the development of frontage and on-site property. Upon completion of improvements satisfactory to the City, the Applicant will dedicate the improvement to the City subject to City's acceptance the work. The applicant shall further install at his cost the service facilities, consisting of service wires, cables, conductors, and associated equipment necessary to connect a applicant to the electrical supply system of and by the City. After completion of the facilities installed by the Applicant, the City shall furnish and install all cable, switches, street lighting poles, luminaries, transformers, meters, and other equipment that it deems necessary for the betterment of the system per Santa Clara City Code chapter **17.15.210 (2)**.

**SVP13. Existing Facilities:**

- a. All existing SVP facilities, onsite or offsite, are to remain unless specifically addressed by SVP personnel in a separate document. It is the Applicants responsibility to maintain all clearances from equipment and easements. The Applicant may contact SVP outside of the PCC process for clear definitions of these clearance requirements. Applicant should not assume that SVP will be removing any existing facilities without detailed design drawings from SVP indicating potential removals. Simply indicating that SVP facilities are to be removed or relocated on conceptual plans does not imply that this action has been approved by SVP.
- b. Any relocation of existing electric facilities shall be at Applicants expense.

**SVP14. Generators:** Non-Utility Generator equipment shall not operate in parallel with the electric utility, unless approved and reviewed by the Electric Engineering Division. All switching operations shall be "Open-Transition-Mode", unless specifically authorized by SVP Electric Engineering Division. A Generating Facility Interconnection Application must be submitted with building permit plans. Review process may take several months depending on size and type of generator. No interconnection of a generation facility with SVP is allowed without written authorization from SVP Electric Engineering Division.

**DESIGN / PERFORMANCE – PRIOR TO ISSUANCE OF BUILDING PERMIT**

**SVP15. Initial Information:** Applicant shall provide a site plan showing all existing utilities, structures, easements, and trees. The applicant shall also include a detailed panel schedule showing all current and proposed electric loads.

**SVP16. SVP Developers Work Drawing:** Applicant shall have a developers work drawing created for the site by either an SVP estimator or through the applicant design process. All SVP standards and clearance requirements as defined in the General Section of the COA's must be met, or variance approvals must be granted by SVP. The developers' work drawing shall include but is not limited to: SVP substructure for primary, low voltage,

streetlight, and fiber facilities. SVP facilities may extend off-site to the nearest utility connection point to tie-in with existing infrastructure as deemed necessary by SVP.

SVP17. **Encroachment Permit:** Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application with an **approved** SVP Developers Work Drawing for construction of electric utilities that comply with the latest edition of SVP Standards and Rules and Regulations, Electric Notes, and Electric Standard Details and Specifications.

SVP18. **Applicants Switchgear:** All applicant main switchgear with SVP meters must meet EUSERC standards and be approved by SVP's meter shop prior to ordering. Switchgear for 12KV gear must have batteries sized for 4 hours of operation, no capacitive tripping, and 2 sets of relays, CTs, & PTs for each main. All double ended switchgear with a tie breaker, must include a kirk-key interlock scheme and an SVP provided warning label for the operation of the main tiebreaker.

SVP19. **AMI/Fiber Building Requirements:** All projects implementing high rise metering and multi-floor infrastructure requirements shall meet the requirements outlined in UG 0250 & FO1901

## **DURING CONSTRUCTION – PRIOR TO OCCUPANCY**

SVP20. **Easements:** Prior to the City's issuance of Building or Grading Permits, the applicant shall provide a dedicated underground electric utility easement (U.G.E.E) around the electric onsite facilities (Not a P.U.E). The electric utility easement shall be a minimum of 10 feet wide around conduit and 5' minimum around equipment and vault/manhole pads. Additionally, the applicant shall submit plans defining existing easements so Electric Division can verify if there are any conflicts with new proposed easements or improvements. The Applicant shall grant to the City, without cost, all easements and/or right of way necessary for serving the property of the Applicant and for the installation of utilities (Santa Clara City Code chapter 17.15.110).

SVP21. **Coordination Study:** For any services taken at 12KV, a coordination study will need to be conducted by the applicant prior to energizing the service.

SVP22. **Applicants Switchgear:** Applicants' switchgear will be inspected on site by SVP to ensure compliance with approved switchgear drawings. Electric meters and main disconnects shall be installed per Silicon Valley Power Standard MS-G7, Rev. 2.

SVP23. **Electric Facilities:** Prior to the City's issuance of Occupancy, the applicant shall construct all electric utilities per the approved SVP Developers Work Drawing. SVP will inspect all electric utility installations and all other improvements encroaching on electric facilities.

SVP24. **Municipal Fees:** Prior to electric service energization, all applicable fees per the City of Santa Clara's Municipal Fee Schedule shall be paid by the applicant.

SVP25. **Costs & Expenses:** Unless expressly stated otherwise or covered by a fee to be paid by the applicant, applicant shall be responsible for all costs and expenses associated with fulfilling these conditions of approval.

## **OPERATIONAL CONDITIONS – AFTER OCCUPANCY**

SVP26. **Access:** SVP will require 24-hour unobstructed access to all SVP equipment which includes: manholes, transformers, vaults, switches, meters, indoor electrical rooms with SVP owned equipment etc

## **WATER & SEWER DEPARTMENT**

### **DESIGN / PERFORMANCE -- PRIOR TO ISSUANCE OF BUILDING PERMIT**

- W1. **Recycled Water Use.** Pursuant to Chapter 13.15, Water, Article IV. Regulation of Recycled Water Service and Use, of the Municipal Code, the project is required to use recycled water for all non-potable uses where recycled water is made available and where provided for by Recycled Water regulations. This project is required to extend and connect to the City's existing Recycled Water System.
- W2. **On-site Recycled Water Construction.** Construction and installation of all on-site recycled water system equipment shall not begin until the Compliance Division of Water and Sewer Utilities has approved the on-site recycled water design. Please note on-site designs are generally not the same as the Building Permit plans. On-site recycled water plans require SBWR and California State Water Resources Control Board, Division of Drinking Water signatures for final approval.
- W3. **On-site Recycled Water Inspection.** Inspections are required at all on-site recycled water systems being installed prior to backfilling trenches or cover in walls and ceilings. Request a recycled water inspection by email [watercompliance@santaclaraca.gov](mailto:watercompliance@santaclaraca.gov) or call (408) 615-2002. Please provide the site location, SBWR project ID, and date and time preferences. These inspections are in addition to the Building Permit inspections.
- a. Need to verify separations between all potable/fire lines and recycled water lines, pipe type, pipe depths, equipment types, warning lids, tags and signs.
- W4. **Encroachment Permit.** Prior to issuance of Building Permits, the applicant shall submit an encroachment permit application and design plans for construction of water utilities that comply with the latest edition of the Water & Sewer Utilities Water Service and Use Rules and Regulations, Water System Notes, and Water Standard Details and Specifications. In addition, prior to the City's issuance of Occupancy, the applicant shall construct all public water utilities per the approved plans. The Water & Sewer Utilities will inspect all public water utility installations and all other improvements encroaching public water utilities.
- W5. **Utility Design Plans.** Utility Design Plans shall indicate the pipe material and the size of existing water, recycled water and sewer main(s). The plans shall show the nearest existing fire hydrant and the two nearest existing water main line gate valves near the project area. The plans shall show meter and backflow configurations to scale and per City of Santa Clara Water & Sewer Utilities Standard Details. Note that all new water meters and backflow prevention devices shall be located behind the sidewalk in a landscape area. Fire hydrants should be located two feet behind monolithic sidewalk if sidewalk is present; two feet behind face of curb if no sidewalk is present, per City Std Detail 18. The plans shall provide the profile section details for utilities crossing water, sewer, or recycled water mains to ensure a 12" minimum vertical clearance is maintained.
- W6. **Utility Separations.** Applicant shall adhere to and provide a note indicating that all horizontal and vertical clearances comply with State and local regulations. The applicant shall maintain a minimum 12" of vertical clearance at water service crossing with other utilities, and all required minimum horizontal clearances from water services: 10' from sanitary sewer utilities, 10' from recycled water utilities, 8' from storm drain utilities, 5' from fire and other water utilities, 3' from abandoned water services, 5' from gas and electric utilities, and 5' from the edge of the propose or existing driveway. For sanitary sewer, water, and recycled water utilities, the applicant shall maintain a minimum horizontal clearance of 10' from existing and proposed trees. If applicant installs tree root barriers, clearance from tree reduces to 5' (clearance must be from the edge of tree root barrier to edge of water facilities). No structures (fencing, foundation, biofiltration swales, etc.) allowed over sanitary sewer, potable water and/or recycled water utilities and easements.
- W7. **Separate Services.** Applicant shall submit plans showing proposed water, recycled water, sanitary sewer, and fire services connected to a public main in the public right-of-way to the satisfaction of the Director of Water & Sewer Utilities. Different types of water and recycled water use (domestic, irrigation, fire) shall be served by separate water services,

each separately tapped at the water main. Tapping on existing fire service line(s) is prohibited. Approved backflow prevention device(s) are required on all potable water services.

- W8. **City Standard Meters and Backflows.** All proposed meters and backflows for all water services shall meet the current City of Santa Clara Water & Sewer Utilities Standard Details. Plans shall show meter and backflow configurations to scale.
- W9. **Existing Services.** The applicant must indicate the disposition of all existing water and sewer services and mains on the plans. If the existing services will not be used, then the applicant shall properly abandon these services to the main per Water & Sewer Utilities standards and install a new service to accommodate the water needs of the project. The applicant shall bear the cost of any relocation or abandonment of existing Water Department facilities required for project construction to the satisfaction of the Director of Water and Sewer Utilities.
- W10. **On-Site Storm Drain Treatment.** Prior to issuance of Building Permit, the applicant shall submit plans showing any onsite storm water treatment system. The plan shall include a section detail of the treatment system. No water, sewer, or recycled water facilities shall be located within 5-feet of any storm water treatment system.
- W11. **Water Usage.** Prior to the issuance of Building Permits, the applicant shall provide documentation of water usage so the Water Division can verify the appropriate size of all proposed water meters. Please note that if the existing water services are incapable of supplying the water needs to the site, the existing services shall be abandoned, and new separate dedicated water services shall be provided for each use (domestic and irrigation).
- W12. **Landscaping.** All the landscaping for the project shall comply with the California Water Conservation in Landscaping Act, Government Code Section 65591 et. seq. All plants shall be either California native or non-invasive, low water-using or moderate water-using plants. High water-using plants and nonfunctional turf are prohibited.
- W13. **Water Features.** Prior to issuance of Building Permits, the applicant shall submit plan details for all water features (including but not limited to fountains and ponds) designed to include provisions for operating the system without City potable water supply and capable of being physically disconnected from source of potable water supply during City declared water conservation periods, to the satisfaction of the Director of the Water & Sewer Utilities. Decorative water features may be permanently connected to the City's recycled water supply.
- W14. **Easements.** Prior to City's issuance of Building or Grading Permits, the applicant shall provide a dedicated water utility easement around the backflow prevention device onsite. The water utility easement for the water services and all other public water appurtenances shall be a minimum 15 feet wide and be adjacent to the public right-of-way without overlapping any public utility easement. Additionally, the applicant shall submit plans defining existing easements so Water Division can verify if there are any conflicts with proposed easements and water utilities.
- W15. **Underground Fire Permit.** Prior to issuance of Building Permits, applicant shall submit an underground fire permit unless otherwise waived by the Fire Department. If fire flow information is needed, applicant shall coordinate with Water and Sewer Utilities Department, for fire flow information at (408)615-2000. A dedicated fire service line, with an approved backflow prevention device, shall be used for on-site fire hydrants. Fire service lines required for commercial and industrial use shall be sized appropriately per fire flow demand and code requirements.

## **DURING CONSTRUCTION**

- W16. **City Standard Meters and Backflow Installation.** No meters or backflows shall be installed prior to establishment of water service account with the Municipal Services

Division of the Finance Department. The applicant shall provide a copy of the account information to the Water and Sewer Utilities Department Inspector and Meter Shop prior to installation of any meter or backflow. All meters and backflows approved for installation shall be tested prior to use. Water service connections shall not be used prior to authorization by the Water and Sewer Utilities inspector.

- W17. **Construction Water.** This project shall use recycled water for all construction water needs for onsite and offsite construction.
- W18. **Water Shortage Response Actions.** Pursuant to the City of Santa Clara's Urban Water Management Plan, during times of drought or water shortage, the City implements water shortage response actions in accordance with the level of water shortage declared. All construction activities and all new irrigation connections are subject to the Water Shortage Response Actions in effect at the time of construction and connection of the irrigation service.

Water Shortage Response Actions for Stage 2 and higher include water use restrictions that limit the use of potable water such as:

- a. prohibiting the installation of new potable water irrigation services. new irrigation connections, construction, and dust control.
- b. restrict the use of potable water used for construction and dust control if recycled water is available.

This project is subject to all the requirements and restrictions of the Water Shortage Response Actions in place or adopted during the duration of the project. For more information, visit the City of Santa Clara Water & Sewer Utilities website at [www.santaclaraca.gov/waterconservation](http://www.santaclaraca.gov/waterconservation).

#### **PRIOR TO FINAL OF BUILDING PERMIT**

- W19. **Record Drawings.** Upon completion of construction and prior to the City's issuance of a Certificate of Occupancy, the applicant shall provide "as-built" drawings of the public water utility infrastructure prepared by a registered civil engineer to the satisfaction of the Director of Water & Sewer Utilities Department.
- W20. **Conditional Releases.** The applicant shall comply with all the requirements of any building permit conditional release requirements.
- W21. **OPERATIONAL CONDITIONS**
- W22. **Onsite Recycled Water Compliance.** An active onsite recycled water system is a regulated system that must continuously be in compliance with all State, SBWR and City code requirements and regulations. The applicant shall always maintain a certified Site Supervisor and prevent any cross-connections from occurring between the onsite regulated RW system and the other plumbing systems, especially the domestic water system. The Site Supervisor for this site shall work with to the Compliance Division of Water and Sewer Utilities to remain in compliance and report any changes to the regulated system.

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#### **KEY:**

G = General

P = Planning Division

BD = Building Division

H = Housing & Community Services Division

F = Fire Department

PR = Parks & Recreation Department

PD = Police Department

E = Engineering Division

Streets Division (Landscape, Solid Waste, and Stormwater)

L = Landscape

SW = Solid Waste

SVP = Silicon Valley Power

W = Water & Sewer Department

### **ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL**

*Permittee/Property Owner*

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: \_\_\_\_\_

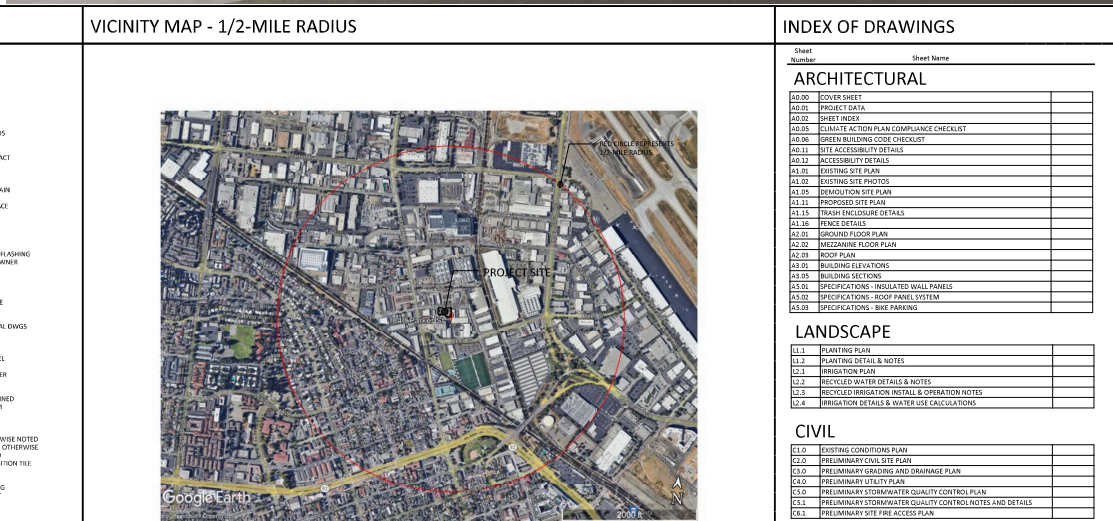
Printed Name: \_\_\_\_\_

Relationship to Property: \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

CONTACT: GREG UWAECHIE  
EMAIL: GUWAECHIE@RADIUSIT.COM



690 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic.  
#399163

18. ALL DUCT AND CONDENSATION PENETRATIONS THROUGH PARTITIONS SHALL BE FIRE SEALED OR ACOUSTICAL SEALED.
19. ALL SHAFT ENCLOSURES CONTAINING AIR NO? IN DUCTS SHALL BE SEALED AIRTIGHT.
20. TAPE, BED AND FINISH ALL DRYWALL CORNERS AND JOINTS READY FOR FINISH.
21. HEIGHT OF FURNITURE PARTITIONS IN OPEN OFFICE AREA SHALL NOT EXCEED 5'-0".
22. LIGHT SWITCH/MOTION SENSOR ACCESSORIES SHALL BE PROVIDED IN APPROPRIATE LOCATIONS TO MEET TYPICAL.
23. ALL RECEPTACLES & PHONE/DATA JACKS SHALL BE STANDARD PLATES IN MANUFACTURER'S STANDARD TRIM COLOR, TO BE APPROVED BY ARCHITECT, MOUNTED VERTICALLY LEVEL WITH ELECTRICAL RECEPTACLES, IN WHOLE.
24. EXIT SIGNAGE TO BE GREEN LED, UNIFORM THERMOPLASTIC SIGNAGE WITH MINIMUM 1000 LUMENS LUMINOUS.

[illegible]

L1.1	PLANTING PLAN
L1.2	PLANTING DETAIL & NOTES
L2.1	IRRIGATION PLAN
L2.2	RECYCLED WATER DETAILS & NOTES
L2.3	RECYCLED IRRIGATION INSTALL & O
L2.4	IRRIGATION DETAILS & WATER USE

C1.0	EXISTING CONDITIONS PLAN	
C2.0	PRELIMINARY CIVIL SITE PLAN	
C3.0	PRELIMINARY GRADING AND DRAINAGE PLAN	
C4.0	PRELIMINARY UTILITY PLAN	
C5.0	PRELIMINARY STORMWATER QUALITY CONTROL PLAN	
C5.1	PRELIMINARY STORMWATER QUALITY CONTROL NOTES AND DETAILS	
C6.1	PRELIMINARY SITE FIRE ACCESS PLAN	

**GENERAL NOTES:**

CONTRACTOR SHALL VERIFY ALL JOB CONDITIONS AND DIMENSIONS. VARIATIONS FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT.

DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS AND CONNECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

THIS DRAWING DISCLOSES IDEAS, DESIGN, ARRANGEMENTS, PLANS AND SPECIFICATIONS WHICH ARE PROPRIETARY TO BEYCON CONSTRUCTION INC., AND WHICH WERE ORIGINALLY CREATED, DEVISED AND CONCEPTED BY BEYCON CONSTRUCTION INC. IN CONNECTION WITH THE SPECIFIC PROJECT. NO TRANSFER OF ANY RIGHTS THEREIN TO DESIGN OR FACILITY BY DELIVERY HEREON, AND I DESIST FROM THE WRITTEN CONTRACTOR'S OBLIGATION TO BEYCON CONSTRUCTION INC. TO BE SPECIFIC TO OTHERS, OR TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART, OR USED IN THE FABRICATION OR CONSTRUCTION OF BUILDINGS, STRUCTURES, PLANTINGS, OR ANY PORTIONS THEREOF, FOR OTHER THAN THE SPECIFIC PROJECT.

© DEVCON CONSTRUCTION, INC.

## COVER SHEET

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DRAWN: JAY	A0.00
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ISSUE: PLANNING	OF	SHEETS
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	<div data-bbox="1113 99 1272 121">PROJECT SUMMARY</div> <div data-bbox="1113 139 1203 154">SITE INFORMATION</div> <div data-bbox="1113 162 1323 422"> <p>ASSESSOR'S PARCEL NO.: 224-38-006, 009 &amp; 010  GENERAL PLAN: PHASE II- HEAVY INDUSTRIAL  ZONING: MH- HEAVY INDUSTRIAL  BUILDING USE: INDUSTRIAL</p> <p>LOT AREA:  840 +/- 12,465 SF  868 +/- 10,800 SF  870 +/- 15,380 SF</p> <p>NO. OF BUILDINGS: 3 1</p> <p>BUILDING COVERAGE (SF):  840 +/- 1,945.88 SF  868 +/- 2,015.61 SF  870 +/- 2,453.22 SF  TOTAL +/- 6,414.71 SF</p> <p>BUILDING COVERAGE OF (%):  840 12.65%  868 23.02%  870 38.46%</p> <p>BUILDING HEIGHT:  840 10'-0"  868 10'-0"  870 13'-0"</p> <p>LANDSCAPE AREA: 3,036.03 SF  LANDSCAPE COVERAGE: 7.81 %</p> </div> <div data-bbox="1113 444 1232 457">PARKING INFORMATION</div> <div data-bbox="1113 466 1304 620"> <p>OFF STREET PARKING REQUIRED:  1,940 / 1,500 SF  17,472.40 / 1,500 = 12 SPACES</p> <p>PROVIDED:  STANDARD 11 SPACES  ACCESSIBLE 2 SPACES  TOTAL 13 SPACES</p> <p>BIKE/SKATE PARKING REQUIRED:  CLASS ONE: 1 PER 10,000 SF = 1.74 SPACES  CLASS TWO: 1 PER 5,000 SF = 3.49 SPACES</p> <p>PROVIDED:  CLASS ONE: (2) BIKE/SKATE LOCKERS  CLASS TWO: (2) TWO-WHEEL CAPACITY BASK</p> </div> <div data-bbox="1453 133 1585 147">BUILDING INFORMATION</div> <div data-bbox="1453 154 1635 277"> <p>NUMBER OF STORIES: 5  TYPE OF CONSTRUCTION: V8  OCCUPANCY: S-1  FIRE SPRINKLERED: YES; FULLY SPRINKLERED</p> <p>MAINTENANCE BUILDING AREA PER STORY:  GROUND 17,472.40 SF  MEZZANINE 2,814.63 SF  TOTAL 20,287.03 SF</p> <p>AREA OF WORK: 20,284.01 SF  ALLOWABLE HEIGHT: 40' / 2 STORIES</p> </div> <div data-bbox="1453 444 1614 457">FIRE RESISTIVE REQUIREMENTS</div> <div data-bbox="1453 466 1665 531"> <p>PRIMARY STRUCTURAL FRAME: 0 HOUR  BEARING WALLS- EXTERIOR: 0 HOUR  BEARING WALLS- INTERIOR: 0 HOUR  NON-BEARING WALLS &amp; PARTITIONS- EXTERIOR: 0 HOUR  NON-BEARING WALLS &amp; PARTITIONS- INTERIOR: 0 HOUR  FLOOR CONSTRUCTION: 0 HOUR  ROOF CONSTRUCTION: 0 HOUR</p> </div> <div data-bbox="1453 552 1604 566">INSULATION REQUIREMENTS</div> <div data-bbox="1453 574 1745 704"> <p>FLOORS:  BASED FLOORS:  MINIMUM OF 3 INCHES OF LIGHTWEIGHT CONCRETE OVER METAL DECK, OR THE WEIGHTED AVERAGE U-FACTOR OF THE FLOOR ASSEMBLY SHALL NOT EXCEED 0.269.  OTHER FLOORS:  WEIGHTED AVERAGE U-FACTOR OF THE FLOOR ASSEMBLY SHALL NOT EXCEED 0.071.</p> <p>WALLS:  METAL BUILDING:  WEIGHTED AVERAGE U-FACTOR OF THE WALL ASSEMBLY SHALL NOT EXCEED 0.133.</p> <p>ROOF:  METAL BUILDING:  WEIGHTED AVERAGE U-FACTOR OF THE ROOF ASSEMBLY SHALL NOT EXCEED 0.098.</p> </div> <div data-bbox="1453 755 1593 769">PLUMBING FIXTURE COUNT</div> <div data-bbox="1453 777 1745 987"> <p>BASED ON TABLE 422.1 AND TABLE 4-1 IN THE 2022 CPC:  OCCUPANCY LOAD FACTOR GROUP "INDUSTRIAL" = 500 SCL FT.</p> <p>BUILDING AREA:  MAINTENANCE BLDG:  17,472.40 SF / 500 = 35 OCCUPANTS / 2 = 17.5  MEN = 17.5  WOMEN = 17.5</p> <p>REQUIRED: MEN WOMEN  WATER CLOSET'S 1 1  LAVATORIES 1 1  DRINKING FOUNTAINS 1 1  SERVICE SINK: 1</p> <p>PROVIDED: AGO  WATER CLOSET'S 4  LAVATORIES 2 (ADA SINK AND FOUNTAIN SINK)  DRINKING FOUNTAINS 2  SERVICE SINK 1</p> </div> <div data-bbox="1801 99 2060 375"> <div data-bbox="1856 99 2007 113">840 PARKER STREET, LLC</div> <div data-bbox="1831 133 2032 191">PARKER STREET IMPROVEMENTS</div> <div data-bbox="1856 204 2007 233">840 PARKER STREET SANTA CLARA, CA 95050</div> <div data-bbox="1801 263 1946 371">  </div> <div data-bbox="1963 277 2060 306">CONSTRUCTION INCORPORATED</div> <div data-bbox="1963 336 2060 371">600 Gibraltar Drive Milpitas, California 95035 (408)642-8200 Lic. #399163</div> </div>	<div data-bbox="1801 958 2060 1073"> <p>GENERAL NOTES:  1. PROVIDE ALL JOB CONDITIONS AND DIMENSIONS, VARIATIONS THEREOF FROM THE DRAWINGS ARE TO BE REPORTED TO THE ARCHITECT.  2. DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS AND CONNECTIONS SHALL CONFORM TO THE SPECIFICATIONS AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.  3. THE DRAWING ENGINEER (DESA, KESSLER, ARRASTI &amp; ASSOCIATES) HAS NOT DIRECTLY INSPECTED THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE WORK.  4. THE DRAWING ENGINEER (DESA, KESSLER, ARRASTI &amp; ASSOCIATES) HAS NOT DIRECTLY INSPECTED THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE QUALITY OF THE WORK.  5. 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# PARKER STREET IMPROVEMENTS

840 PARKER STREET  
SANTA CLARA, CA 95050



CONSTRUCTION  
INCORPORATED

600 Glen Park Drive  
Milpitas, California 95035  
(408)942-8200 Lic.  
4395163



Parker Street Improvements - Santa Clara, CA  
Santa Clara City Code - Title 18 Zoning

## Chapter 18.50: Regulations for MH - Heavy Industrial Zoning Districts

### Maximum Lot Requirements

- Each lot shall contain a minimum area of twenty thousand (20,000) square feet.
- The minimum lot width shall be one hundred (100) feet.

### Maximum Building Coverage

- No requirement; subject to required parking and setbacks.

### Setbacks

- Front yard: Each lot shall have a street side front yard of not less than fifteen (15) feet in depth.
- Side yards: N/A
- Rear yard: N/A

### Building Height

- Maximum permitted height shall not exceed seventy (70) feet.

### Parking Requirements

- The minimum parking requirements are as specified in Chapter 18.74 SCCC.

### Required off-street parking:

Land Use	MH - Industrial Uses	Required Parking for Project
Industrial Use	1 space per one (1,000) square feet of gross floor area.	GSP = 19,607 <b>Required: 13 spaces</b>

- The number of bicycle parking spaces shall be as set forth in Chapter 18.74.075 SCCC.

### Required bicycle parking:

Land Use	Bicycle Parking Required	Bicycle Parking Provided
Industrial Use	Class One: (1) Bicycle locker Class Two: (1) two-bike capacity rack	(2) Bicycle lockers (1) two-bike capacity rack

### Open Landscaped Area:

Page 15

Parker Street Improvements

May 1, 2024

- Per Table 506.2 - Allowable Area Factor in Square Feet

Occupancy Classification	S	NS	Type VB
B	36,000		
S	36,000		

- The gross area of the ground floor is approximately 19,607 SF.

- 506.2.2 - The allowable area of each story of a mixed-occupancy building shall be determined in accordance with the applicable provisions of Section 508.3.2 for non-separated occupancies and Section 508.4.2 for separated occupancies.

### Section 508 - Mixed Use and Occupancy

- 508.3.2 - The allowable building area, height, and number of stories of the building or portion thereof shall be based on the restrictive allowance for the occupancy groups under consideration for the type of construction of the building in accordance with Section 503.1.
- 508.3.3 - No separation is required between non-separated occupancies.
- 508.4.2 - In each story, the building area shall be such that the sum of the ratios of the actual building area of each separated occupancy divided by the allowable building area of each separated occupancy shall not exceed 1.
- 508.4.3 - Each separated occupancy shall comply with the building height limitations and story limitations based on the type of construction of the building in accordance with 503.1.
- 508.4.4 - Individual occupancies shall be separated from adjacent occupancies with Table 508.4.

- Per Table 508.4 - Required Separation of Occupancies (feet)

Occupancy	S	NS	B, S-1
B, S-1	N	N	N

- Buildings equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1.
- Buildings not equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1.

- N = No separation required

### Chapter 6 - Types of Construction

#### Section 602: Construction Classification

- 602.5 - Type I construction is that type of construction in which structural elements, exterior walls and interior walls and on any side adjacent to a roof surface, shall have noncombustible finish for the uppermost 18 inches, including counterflashing and coping materials.

- The height of the parapet shall not be less than 30 inches above the point where the roof surface and the wall intersect.

#### Per Table 601: Fire-Resistance Rating Requirements for Building Elements (hours)

Building Element	Type VB
Primary Structural Frame	0
Exterior Walls - Exterior	0
Exterior Walls - Interior	0
Nonbearing Walls and Partitions - Exterior	See Table 705.5
Nonbearing walls and Partitions - Interior	0
Floor Construction and Secondary Members (see Section 702)	0
Roof Construction and secondary members (see Section 702)	0

Page 12

Parker Street Improvements

May 1, 2024

- The following yards and areas shall be developed into and permanently maintained as open landscaped areas containing ground cover, trees, and shrubs:
  - (a) A minimum of ten feet of the required front and street side yards, exclusive of City-permitted driveway cuts, shall be developed into and permanently maintained as open landscaped areas subject to the approval of the Director of Planning and Inspection.
  - (b) A minimum landscaped area equal to at least ten percent of the required parking area to be evenly distributed throughout the parking area and adjacent to buildings.
  - (c) An alternative proposal, noted for or exceeding the minimum with area = 1000000 provided therein, may be used subject to approval by the Director of Community Development in accordance with the provisions of Chapter 18.76 SCCC.

### Additional development standards

- Lighting: If provided, shall reflect away from residential areas and public streets.
- Trash Disposal: Each property shall provide adequate and accessible trash disposal areas. Solid disposal area shall be screened from public view by a masonry enclosure, with solid wood gates, at least six feet in height.
- Loading Stages: A maximum of two loading spaces shall be permitted on the street side of any building within sixty-five (65) feet from the right-of-way. There is no restriction on the number of loading spaces located more than sixty-five (65) feet from the street right-of-way. Loading areas shall be designed so as not to interfere with required parking spaces and circulation.

Page 13

Parker Street Improvements

May 1, 2024

## 2022 California Building Code, Part 7 Volume 1

### Chapter 3 - Use and Occupancy Classification

#### Section 311.2: Moderate-hazard occupancy, Group II-1

- Motor vehicle repair garages complying with the maximum allowable quantities of hazardous materials specified in Table 307.1(1) (see Section 406.8).

- Table 307.1(1)

Material	Class	Gross when the maximum allowable quantity is exceeded	Solid pounds (cubic feet)	Liquid gallons (pounds)	Gas (cubic feet at NTP)
Flammable liquid	IA, IB and IC	H2 or H3	NA	33.7 or 120**	NA

NA = Not Applicable. \*\* In other than Group I occupancies, maximum allowable quantities shall be increased 100 percent in buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. Where Notes also apply, the increase for both notes shall be applied cumulatively.

NA = Not Applicable. \*\* In other than Group I occupancies, maximum allowable quantities shall be increased 100 percent in buildings equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. Where Notes also apply, the increase for both notes shall be applied cumulatively.

- 311.2.2 - Motor vehicle repair garages shall comply with Section 406.8.

#### Chapter 4 - Special Detailed Requirements based on Use and Occupancy

##### Section 406: Motor-Vehicle-Related Occupancies

###### Section 406.2: Design

- Private garages and carports, open or enclosed public parking garages, motor fuel-dispensing facilities and repair garages shall comply with Sections 406.2.1 through 406.2.8.
- 406.2.1 - Automatic garage door operators shall be listed and labeled in accordance with UL325. Where provided, automatic vehicular gates shall comply with Section 311.0.
- 406.2.2 - The clear height of each floor in a vehicle and pedestrian traffic areas shall not be less than 7 feet.
- 406.2.3 - Where parking is provided, accessible parking spaces, access aisle and vehicular routes serving accessible parking shall be provided in accordance with Chapter 11A.
- 406.2.4 - Floor surfaces shall be of concrete or similar approved noncombustible and nonabsorbent materials. The area of floor used for the parking of automobiles or other vehicles shall be sloped to facilitate the movement of liquids to a drain or toward the main vehicle entry doorway.
- 406.2.7 - Where provided, electric vehicle charging systems shall be installed in accordance with the California Electrical Code and the California Green Building Standards Code. Electric vehicle charging system equipment shall be listed and labeled in accordance with UL 2022. Electric vehicle supply equipment shall be listed in accordance with UL 2524. Accessible electric vehicle charging stations shall be provided in Chapters 11A and/or 11B.
- 406.2.8 - Mixed uses shall be allowed in the same building as public parking garages and repair garages in accordance with Section 508.1.

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- 406.2.9 - Equipment and appliances shall be installed in accordance with Sections 406.2.9.1 through 406.2.9.3 and the California Mechanical Code, California Plumbing Code and California Electrical Code.
  - 406.2.9.2 - Public garages:
    - Appliances located in public garages, motor fuel-dispensing facilities, repair garages or other areas frequented by motor vehicles shall be installed not less than 8 feet above the floor.
    - Where motor vehicles are capable of passing under an appliance, the appliance shall be installed at the clearances required by the appliance manufacturer and not less than 1 foot higher than the tallest vehicle garage door opening.

##### Section 406.8 Repair garages

- Repair garages shall be constructed in accordance with the California Fire Code and Sections 406.2 and 406.8. This occupancy shall include motor fuel-dispensing facilities, as required in section 406.7.
- 406.8.1 - Repair garages shall be mechanically ventilated in accordance with the California Mechanical Code. The ventilation system shall be controlled at the entrance to the garage.
- 406.8.2 - Gas detection system.
- 406.8.3 - A repair garage shall be equipped with an automatic sprinkler system in accordance with Section 903.2.9.1.

### Chapter 5 - General Building Heights and Areas

#### Section 503 - General Building Height and Area limitations

- 503.1.2 - Two or more buildings on the same lot shall be regulated as separate buildings or shall be considered as portions of one building where the building height, number of stories of each building and the aggregate building area of the buildings are within the limitations specified in Sections 504 and 506. The provisions of this code applicable to the aggregate building shall be applicable to each building.

#### Section 504: Building Height and Number of Stories

##### Per Table 504.3 - Allowable Building Height above Grade Plane

Occupancy Classification	Type VB
S-1	S
S	60

- The proposed maintenance building is 30'-4" tall.

##### Per Table 504.4 - Allowable Number of Stories above Grade Plane

Occupancy Classification	Type VB
S-1	S
S	2

- The proposed buildings are 1-stories tall.

##### Section 506: Building Area

### GENERAL NOTES:

1. THESE DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS AND CONDITIONS OF THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

2. THE DRAWING INDICATES THE LOCATION OF ALL EXISTING AND PROPOSED UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

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- 1006.3.4.1 – Where one exit or exit access stairway or ramp providing access to exits at other stories, is permitted to serve individual stories, mixed occupancies shall be permitted to be served by single exits provided that each individual building or portion of the building complies with the applicable requirements of Table 1006.3.4(1) or 1006.3.4(2) for that occupancy.

Occupancy	Minimum Occupancy	Separation Distance (feet)
First story above or below grade plane	5	5

- 1. Lining (a, b, and c) to enclosure in building equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 shall have maximum exit access travel distance of 100 feet.
- 6. The length of exit access travel distance in Group S-1 from parking garage shall be not more than 100 feet.

#### Section 1007 – Exit and Exit Access Downway Configuration

- 1007.1.1, Exception 2 – Where a building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or 903.3.1.2, the separation distance that is not less than one-third of the length of the maximum overall diagonal dimension of the area served.

#### Section 1009 – Accessible Means of Egress

- 1009.3.1 – Where more than one means of egress are required by Section 1009.2 or 1009.3 from any accessible space, each accessible portion of the space shall be served by accessible means of egress in at least the same number as required by Sections 1009.2 or 1009.3.
- In addition to the requirements of this chapter, means of egress, which provide access to, egress from, buildings of persons with disabilities, shall also comply with the requirements of Chapter 11A or 11B as applicable.
- Exceptions:
  - 1. One accessible means of egress is required from an accessible mezzanine level in accordance with Sections 1009.4 or 1009.5, as applicable.

- 1009.3.3 – In order to be considered part of the accessible means of egress, a stairway between stories shall comply with Sections 1009.3.1 through 1009.3.3.
- 1009.3.1 – Exit access stairways that connect levels in the same story are not permitted as part of an accessible means of egress.
- Exception: Exit access stairways providing means of egress from mezzanines are permitted as part of an accessible means of egress.
- 1009.3.2 – Stairways shall have a clear width of 48 inches minimum between handrails.
- Exceptions:
  - 1. Clear width of 18 inches between handrails is not required in buildings equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.
- 1009.3.3 – Stairways shall either incorporate as area of refuge within an enlarged floor level landing or shall be accessed from an area of refuge complying with Section 1009.6.
- Exceptions:

#### Section 1014 – Doors, Gates, and Turnstiles

- 1010.1.1 – Doors in the means of egress shall meet the requirements of Section 1010.1.1 through 1010.1.4. Exterior exit doors shall also comply with the requirements of Section 1022.2. Doors provided for egress purposes in buildings greater than required by this code shall comply with the requirements of this section.

- Doors in the means of egress shall be readily distinguishable from the adjacent construction and finishes such that the doors are easily recognizable as doors. Means of egress doors shall not be concealed by curtains, drapes, decorations, or similar materials.
- 1010.1.1 – The required capacity of each door opening shall be sufficient for the occupant load thereof and shall provide a minimum clear width of 32 inches, measured between the face of the door and the stop, with the door open 90 degrees.

#### Chapter 11B – Accessibility to Public Buildings, Public Accommodations, Commercial Buildings and Public Housing

##### Section 11B-208 – Parking Spaces

- 11B-208.2 – Parking spaces complying with Section 11B-208.2 shall be provided in accordance with Table 11B-208.2 except as required by Sections 11B-208.2.1 and 11B-208.2.3.

Total Number of Parking Spaces Provided in Parking Facility	Number of Required Accessible Parking Spaces
1-25	1
26-50	2
51-75	3
76-100	4
101-150	6
151-200	8
201-250	10
251-300	12
301-350	14
351-400	16
401-450	18
451-500	20
501-550	22
551-600	24
601-650	26
651-700	28
701-750	30
751-800	32
801-850	34
851-900	36
901-950	38
951-1000	40
1001-1050	42
1051-1100	44
1101-1150	46
1151-1200	48
1201-1250	50
1251-1300	52
1301-1350	54
1351-1400	56
1401-1450	58
1451-1500	60
1501-1550	62
1551-1600	64
1601-1650	66
1651-1700	68
1701-1750	70
1751-1800	72
1801-1850	74
1851-1900	76
1901-1950	78
1951-2000	80
2001-2050	82
2051-2100	84
2101-2150	86
2151-2200	88
2201-2250	90
2251-2300	92
2301-2350	94
2351-2400	96
2401-2450	98
2451-2500	100
2501-2550	102
2551-2600	104
2601-2650	106
2651-2700	108
2701-2750	110
2751-2800	112
2801-2850	114
2851-2900	116
2901-2950	118
2951-3000	120
3001-3050	122
3051-3100	124
3101-3150	126
3151-3200	128
3201-3250	130
3251-3300	132
3301-3350	134
3351-3400	136
3401-3450	138
3451-3500	140
3501-3550	142
3551-3600	144
3601-3650	146
3651-3700	148
3701-3750	150
3751-3800	152
3801-3850	154
3851-3900	156
3901-3950	158
3951-4000	160
4001-4050	162
4051-4100	164
4101-4150	166
4151-4200	168
4201-4250	170
4251-4300	172
4301-4350	174
4351-4400	176
4401-4450	178
4451-4500	180
4501-4550	182
4551-4600	184
4601-4650	186
4651-4700	188
4701-4750	190
4751-4800	192
4801-4850	194
4851-4900	196
4901-4950	198
4951-5000	200
5001-5050	202
5051-5100	204
5101-5150	206
5151-5200	208
5201-5250	210
5251-5300	212
5301-5350	214
5351-5400	216
5401-5450	218
5451-5500	220
5501-5550	222
5551-5600	224
5601-5650	226
5651-5700	228
5701-5750	230
5751-5800	232
5801-5850	234
5851-5900	236
5901-5950	238
5951-6000	240
6001-6050	242
6051-6100	244
6101-6150	246
6151-6200	248
6201-6250	250
6251-6300	252
6301-6350	254
6351-6400	256
6401-6450	258
6451-6500	260
6501-6550	262
6551-6600	264
6601-6650	266
6651-6700	268
6701-6750	270
6751-6800	272
6801-6850	274
6851-6900	276
6901-6950	278
6951-7000	280
7001-7050	282
7051-7100	284
7101-7150	286
7151-7200	288
7201-7250	290
7251-7300	292
7301-7350	294
7351-7400	296
7401-7450	298
7451-7500	300
7501-7550	302
7551-7600	304
7601-7650	306
7651-7700	308
7701-7750	310
7751-7800	312
7801-7850	314
7851-7900	316
7901-7950	318
7951-8000	320
8001-8050	322
8051-8100	324
8101-8150	326
8151-8200	328
8201-8250	330
8251-8300	332
8301-8350	334
8351-8400	336
8401-8450	338
8451-8500	340
8501-8550	342
8551-8600	344
8601-8650	346
8651-8700	348
8701-8750	350
8751-8800	352
8801-8850	354
8851-8900	356
8901-8950	358
8951-9000	360
9001-9050	362
9051-9100	364
9101-9150	366
9151-9200	368
9201-9250	370
9251-9300	372
9301-9350	374
9351-9400	376
9401-9450	378
9451-9500	380
9501-9550	382
9551-9600	384
9601-9650	386
9651-9700	388
9701-9750	390
9751-9800	392
9801-9850	394
9851-9900	396
9901-9950	398
9951-10000	400

- There are 14 vehicular parking spaces – we are providing one (1) accessible parking stall.
- 11B-208.4 – For every six or fraction of six parking spaces required by Section 11B-208.2 to comply with Section 11B-208.2, at least one shall be a van parking space complying with Section 11B-208.2.1.
- We are providing one (1) van accessible parking stall.
- Section 11B-208.3 – Electric Vehicle Charging Stations
- 11B-208.3.2.1 – Where EVCS are provided for public use or common use, EVCS complying with 11B-208.3.2.1 shall be provided in accordance with Section 11B-208.3.2.1.

Total Number of EVCS at Facility	Minimum Number of EVCS Required to comply with Section 11B-208.3.2.1
1-4	1
5-9	2
10-14	3
15-19	4
20-24	5
25-29	6
30-34	7
35-39	8
40-44	9
45-49	10
50-54	11
55-59	12
60-64	13
65-69	14
70-74	15
75-79	16
80-84	17
85-89	18
90-94	19
95-99	20
100-104	21
105-109	22
110-114	23
115-119	24
120-124	25
125-129	26
130-134	27
135-139	28
140-144	29
145-149	30
150-154	31
155-159	32
160-164	33
165-169	34
170-174	35
175-179	36
180-184	37
185-189	38
190-194	39
195-199	40
200-204	41
205-209	42
210-214	43
215-219	44
220-224	45
225-229	46
230-234	47
235-239	48
240-244	49
245-249	50
250-254	51
255-259	52
260-264	53
265-269	54
270-274	55
275-279	56
280-284	57
285-289	58
290-294	59
295-299	60
300-304	61
305-309	62
310-314	63
315-319	64
320-324	65
325-329	66
330-334	67
335-339	68
340-344	69
345-349	70
350-354	71
355-359	72
360-364	73
365-369	74
370-374	75
375-379	76
380-384	77
385-389	78
390-394	79
395-399	80
400-404	81
405-409	82
410-414	83
415-419	84
420-424	85
425-429	86
430-434	87
435-439	88
440-444	89
445-449	90
450-454	91
455-459	92
460-464	93
465-469	94
470-474	95
475-479	96
480-484	97
485-489	98
490-494	99
495-499	100
500-504	101
505-509	102
510-514	103
515-519	104
520-524	105
525-529	106
530-534	107
535-539	108
540-544	109
545-549	110
550-554	111
555-559	112
560-564	113
565-569	114
570-574	115
575-579	116
580-584	117
585-589	118
590-594	119
595-599	120
600-604	121
605-609	122
610-614	123
615-619	124
620-624	125
625-629	126
630-634	127
635-639	128
640-644	129
645-649	130
650-654	131
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840 PARKER STREET  
SANTA CLARA, CA 95050



0 Gibraltar Drive  
 Ilpitas, California 95035  
 (818) 942-8200 Lic.  
 99163

Action	Action Implemented?
<p>Adopt a 20% reduction of VMT for multifamily residential with a 10% reduction through active VMT measures, which may require parking maximums in new developments.</p> <p>Project staff provide email reports demonstrating compliance with VMT reduction target, pursuant to procedures established by City staff.</p> <p>Explanation: (Please list TDM measure/proposal)</p>	
<b>3-3-3 Transit-oriented development <i>Projects within ½ mile of transit corridor only</i></b>	
Introduce requirements (and/or incentives) to encourage transit-oriented development (TOD) near transit corridors, <i>In the project within 1/2 mile of</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
<p>Explanation: (Please show in plan and describe below any design features &amp; TDM measures such as parking reductions that encourage transit use)</p>	
<b>3-3-4 Telework (Optional)</b>	
Expand telecommuting options through their infrastructure investment and expand existing TDM programs to include telecommuting. Encourage longer term municipal employee telework policies building from existing practices.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
Explanation: (Please provide telework plan if applicable)	
<b>3-3-5 Transportation Analysis Policy compliance</b>	
Require that all projects comply with the <u>Transportation Analysis Policy</u> that was adopted by Council in June 2020, which establishes requirements for evaluating the transportation impacts of residential, commercial, and industrial projects.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Applicable
Explanation: (Please state the project's effects on VMT pursuant to Transportation Analysis Policy and as outlined in the CEQA document)	

Action	Action Implemented?
Does the landscaping guide follow <a href="#">CalEco guidelines</a> , with regards to drainage and plant palette?	
<p><b>Explanation:</b>            The Planting PlanSheet 1.1.1 includes use of California Native plant materials, all low water use plant materials, pollinator plants and low bark mulch.            The Planting Plan incorporates bio-retention basin areas with use of native plant materials as well as plants listed in Santa Clara Valley Urban Runoff Pollution Prevention Program, Table D-1. Plants for Storm Water Measures, for use in storm water bio-retention planters.</p>	

Action	Action Implemented?
<b>T-3.2 Sustainable development in undesignated non-residential areas</b>	
Requires higher density, mixed-use development in the Specific Plan Areas. These developments should include incentives for the Specific Plan Areas, setting standards for higher density mixed-use, and consider opportunities for other types of transit-oriented development.	X Yes No Not Applicable
Explanation: To demonstrate compliance on project plans and describe under explanation below	
<b>M-3.1 Revise of sustainable building materials</b>	
Promote organizations, such as The Green People, in Santa Clara County that supply building materials. Building materials have a high amount of embodied carbon (the GHG emissions associated with producing a product). By supporting the reuse of these materials, Santa Clara can help reduce their carbon footprint. Will the project utilize, source and/or salvage building materials for project construction?	Yes X Not Applicable
Explanation:	
<b>N-3.3 Water-efficient landscaping requirements</b>	
Exposed requirements for water-efficient landscaping practices, including: Requirements for cooling (trees, grass) and drought tolerant plants; Amend MPELO to apply to landscape requirements of 1,000 square feet or larger. Does the project comply with the City of San Jose's Ordinance 168 (Landscaping Ordinance, AMPLIFY it), which includes water-efficient landscaping below?	X Yes No Not Applicable
Explanation: (Please demonstrate compliance on plans and describe under explanation below)	
These developments shall meet the following criteria: 1) All new plantings must be native to California; 2) No lawn areas greater than 1,000 sq ft are permitted; 3) Plants must be drought-tolerant; 4) No palm trees are allowed; 5) Plants must be low-water requiring; 6) Plants must be at least 4' tall at maturity; 7) Plants must be native to California; 8) Plants must be drought-tolerant; 9) Plants must be low-water requiring; 10) Plants must be at least 4' tall at maturity; 11) Plants must be native to California; 12) Plants must be drought-tolerant; 13) Plants must be low-water requiring; 14) Plants must be at least 4' tall at maturity; 15) Plants must be native to California; 16) Plants must be drought-tolerant; 17) Plants must be low-water requiring; 18) Plants must be at least 4' tall at maturity; 19) Plants must be native to California; 20) Plants must be drought-tolerant; 21) Plants must be low-water requiring; 22) Plants must be at least 4' tall at maturity; 23) Plants must be native to California; 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648) Plants must be drought-tolerant; 649) Plants must be low-water requiring; 650) Plants must be at least 4' tall at maturity; 651) Plants must be native to California; 652) Plants must be drought-tolerant; 653) Plants must be low-water requiring; 654) Plants must be at least 4' tall at maturity; 655) Plants must be native to California; 656) Plants must be drought-tolerant; 657) Plants must be low-water requiring; 658) Plants must be at least 4' tall at maturity; 659) Plants must be native to California; 660) Plants must be drought-tolerant; 661) Plants must be low-water requiring; 662) Plants must be at least 4' tall at maturity; 663) Plants must be native to California; 664) Plants must be drought-tolerant; 665) Plants must be low-water requiring; 666) Plants must be at least 4' tall at maturity; 667) Plants must be native to California; 668) Plants must be drought-tolerant; 669) Plants must be low-water requiring; 670) Plants must be at least 4' tall at maturity; 671) Plants must be native to California; 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Action	Action Implemented?
<b>C-2.1: On-site and natural stormwater systems</b> Integrate natural stormwater systems and building design to capture on-site stormwater management capacity. Natural stormwater systems reduce pollution to watersheds, conserve water resources, and reduce the need for stormwater management infrastructure. Explanation: (Please demonstrate compliance on project storm drainage plans and describe under explanation below) C-2.1 and C-2.1.3 for LP stormwater treatment measures.	X Yes No Not Applicable
<b>C-2.3: High albedo parking lots</b> As part of conditions of approval, require all new parking lots to be surfaced with more sustainable pavement materials (e.g., high-albedo pervious concrete, pervious pavement, etc.) to reduce hot gain during extreme heat events, reduce energy consumption, and reduce the need for stormwater runoff infrastructure. Explanation: (Please state the intended condition of approval, demonstrate compliance of parking lot area on project plans, and describe under explanation below)	X Yes No Not Applicable
<b>LONG-TERM ACTIONS</b>	
<b>M-3.4: Carbon-storm building materials</b> Educate architects, designers, and contractors to build and promote carbon-sequestering and high-albedo building materials in new construction and renovation projects. This could include requirements for disclosing and/or limiting the embodied carbon emissions of buildings through whole-building or material-specific policies. Sustainable building materials can significantly reduce emissions from construction projects, this action creates that developers have the tools and information they need to build more sustainable. <i>Does the project use carbon-sequestering and high-albedo building materials in new construction and renovation?</i> Explanation:	X Yes No Not Applicable
<b>N-3.3: Sustainably sourcing goods (<i>Optional</i>)</b> Support local organizations in developing a planning guide that prioritizes increasing local food, carbon sequestration, resilience, and other equitably distributed-to-benefits. The goal could include information on native and climate-adaptive plants, how to properly apply compost and mulch, reducing synthetic fertilizers to support soil health, how to reduce water use and store water in the ground, and other carbon-rich and soil-stable, and other	X Yes No Not Applicable

**GENERAL NOTES:**  
CONTRACTOR SHALL FIELD VERIFY ALL JOBS CONDITIONS AND DIMENSIONS, VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT.  
DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS AND CONNECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.  
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REVISIONS			
NO.	DATE	DESCRIPTION	BY
	5/8/24	PLANNING DEPARTMENT SUBMITTAL	
	10/25/24	PLANNING DEPARTMENT RESPONSE	
	12/18/24	PLANNING DEPARTMENT RESPONSE 2	
	2/27/25	PLANNING DEPARTMENT RESPONSE 3	

JOB NO. 24-072	SHEET NO.  <div style="font-size: 2em; font-weight: bold;">A0.05</div>
DATE : 12/18/24	
DRAWN: JAY	
CHECKED: SR	
ISSUE: PLANNING	
	OF SHEETS

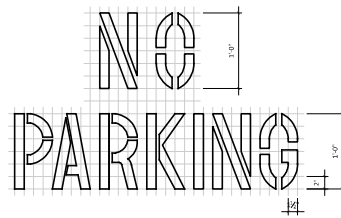


840 PARKER STREET  
SANTA CLARA, CA 95050



CONSTRUCTION  
INCORPORATED

690 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic.  
#399163

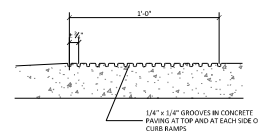


**NOTE:**  
THE WORDS "NO PARKING", SHALL BE PAINTED IN WHITE LETTERS NO LESS THAN 1'-0" HIGH ON A CONTRASTING BACKGROUND AND LOCATED SO THAT IT IS VISIBLE TO TRAFFIC ENFORCEMENT OFFICIALS.

**E NO PARKING PAVEMENT MARKING**

SCALE: 1 1/2"=1'-0"

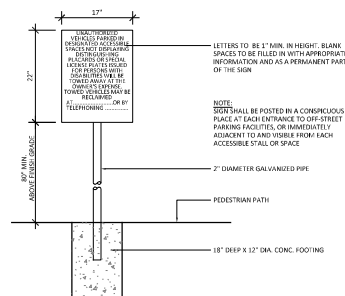
SITE-NO DRY-DRAWING



1 GROOVED BORDER WARNING STRIP

 $3^{\circ} = 1^{\circ} - 2^{\circ}$ 

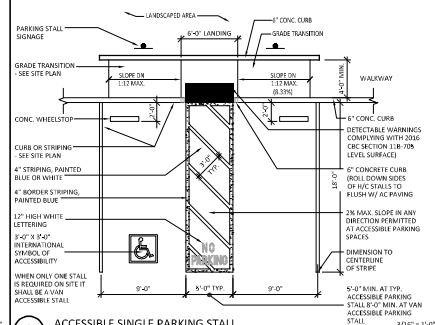
SITE-GROWN BORDER



6 DRIVEWAY ENTRANCE PARKING SIGNAGE  
REFERENCE 2016 CBC 11B-502.6

SCALE:  $1^{\circ}=1^{\circ}0'$ 

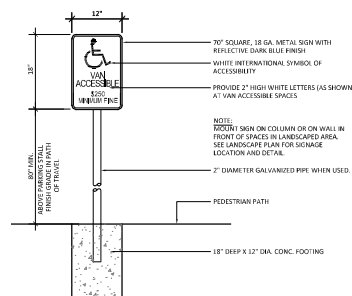
SITE ACCESS DRIVEWAY



② ACCESSIBLE SINGLE PARKING STALL

2/16" = 1'-0"

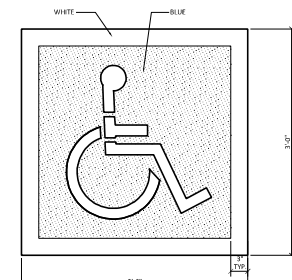
SITE ACCESS STALLAGE



7 VAN ACCESSIBLE PARKING SIGN  
REFERENCE 2016 CBC 11B-502.6

SCALE: 1"=2'-0"

SITE-ACCESS/VAN



3 INTERNATIONAL SYMBOL OF ACCESSIBILITY  
REFERENCE 2016 CBC 11B-502.6

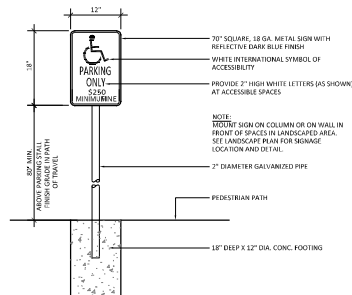
$$1.1/Z^2 = 1^1 \cdot 0^0$$

SITE: ISA PAVEMENT

**GENERAL NOTES:**  
CONTRACTOR SHALL FIELD VERIFY ALL JOB CONDITIONS AND DIMENSIONS. VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT.

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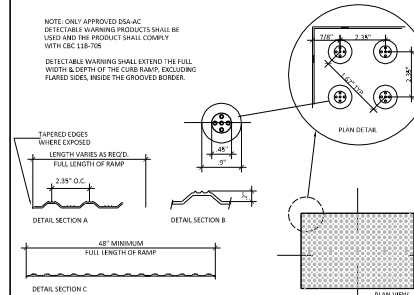
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8 ACCESSIBLE PARKING SIGNAGE  
REFERENCE 2016 CBC 11B-502.6

SCALE: 1"=15.0'

SITE-ACCESSPARAM



4 TRUNCATED DOME DETAILS

SCALE: MT9

TRUNCATED-DOME

## REVISIONS

NO.	DATE	DESCRIPTION	BY
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	2/27/25	PLANNING DEPARTMENT RESPONSE 3	

### SITE ACCESSIBILITY DETAILS

JOB NO. 24-072	SHEET NO.  <h1>A0.11</h1>
DATE : 12/18/24	
DRAWN: JAY	
CHECKED: SR	
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	OF SHEETS



# PARKER STREET IMPROVEMENTS

840 PARKER STREET  
SANTA CLARA, CA 95050



CONSTRUCTION  
INCORPORATED

600 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic.  
4395163

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12/18/24		PLANNING DEPARTMENT RESPONSE 2	
2/27/25		PLANNING DEPARTMENT RESPONSE 3	

## EXISTING SITE PLAN

JOB NO. 24-072

DATE: 12/18/24

DRAWN: JAY

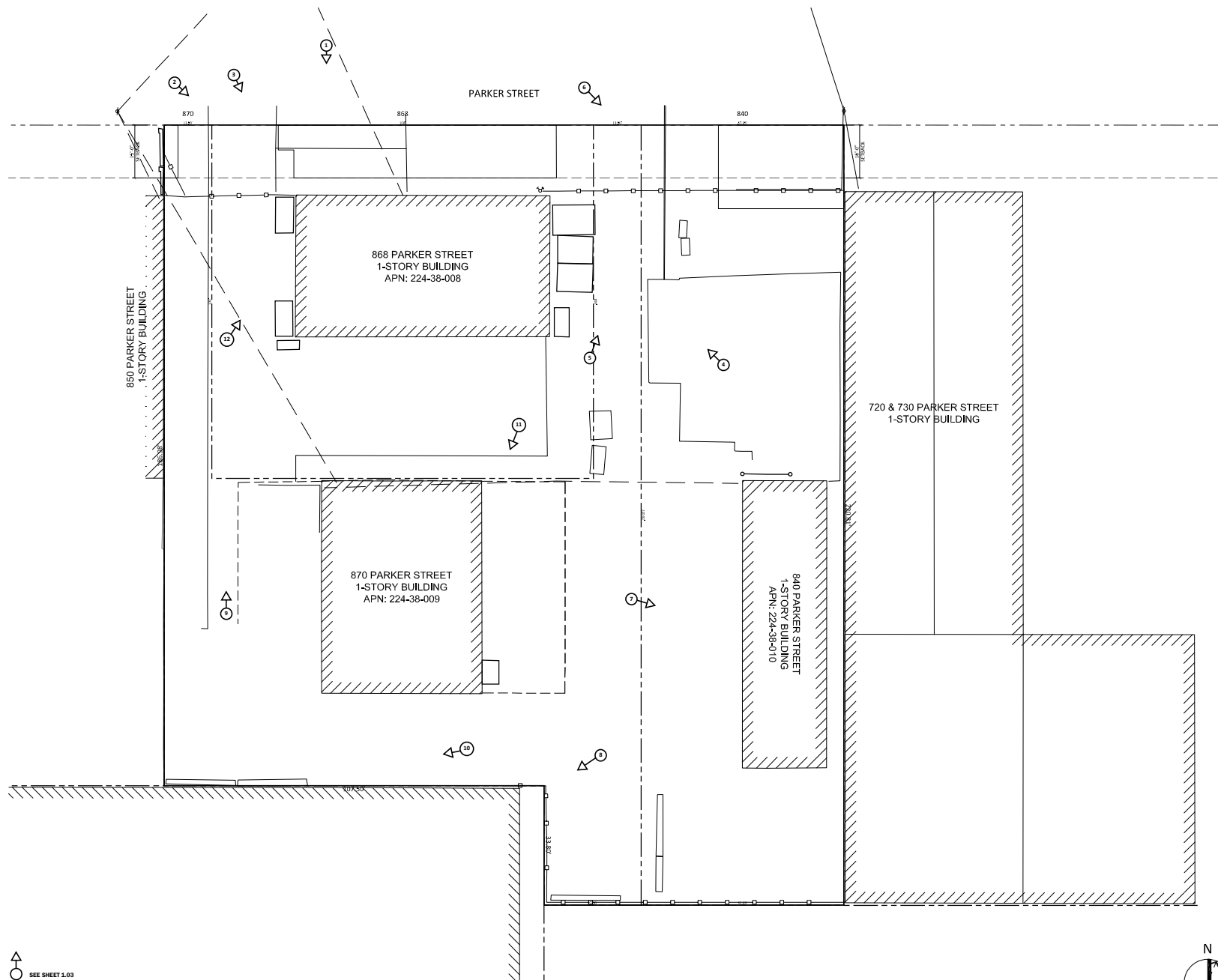
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ISSUE: PLANNING

SHEET NO.

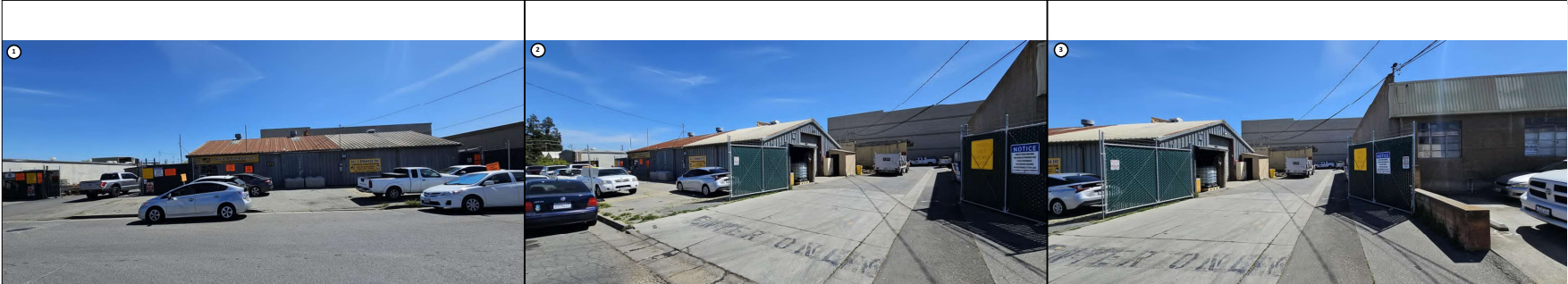
A1.01

OF SHEETS

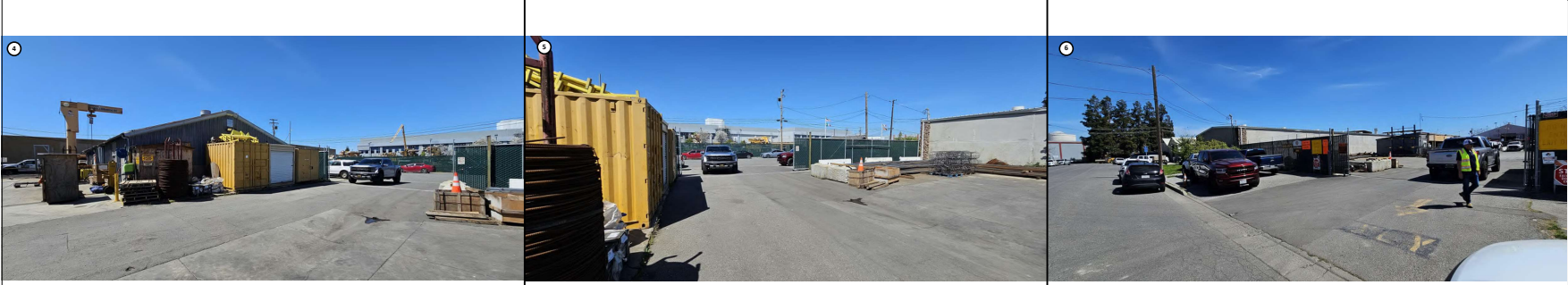


SEE SHEET 1.03

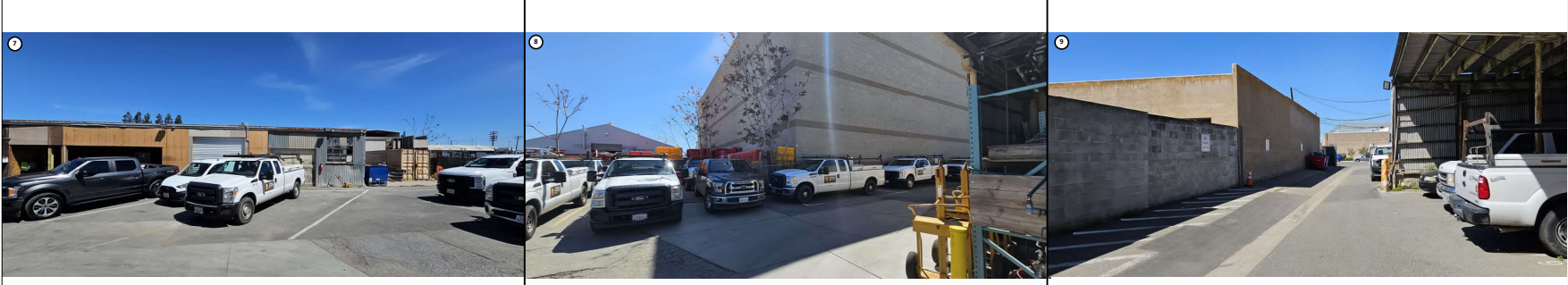
1 EXISTING SITE PLAN  
SCALE: 3/32"=1'-0"



FRONT OF SITE FROM PARKER ST. NW SITE FROM PARKER ST. WEST DRIVEWAY FROM PARKER ST.



SE OF FRONT BUILDING EAST DRIVEWAY LOOKING AT PARKER ST. EAST DRIVEWAY FROM PARKER ST.



(E) EAST BUILDING SOUTH SITE WEST DRIVEWAY LOOKING AT PARKER ST.



SOUTH PROPERTY LINE NE VIEW OF CENTER BUILDING WEST DRIVEWAY LOOKING AT PARKER ST.

# PARKER STREET IMPROVEMENTS

840 PARKER STREET  
SANTA CLARA, CA 95050

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CONSTRUCTION INCORPORATED

690 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic. #379363

GENERAL NOTES:

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2. FIELD PREPARATION FOR THE DRAWINGS ARE REQUIRED TO BE VERIFIED AND APPROVED BY THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION OF THE DRAWINGS.

3. THIS DRAWING SHOWS IDEAL DESIGN, ARRANGEMENTS, PLANS AND SPECIFICATIONS WHICH ARE DEVELOPED FOR USE SOLELY IN CONNECTION WITH THE SPECIFIC PROJECT. NO WARRANTIES OR GUARANTEES ARE MADE BY THE ARCHITECT OR THE CONTRACTOR. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF DEVCON CONSTRUCTION INC. THE DRAWING IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DEVCON CONSTRUCTION INC. FOR OTHER THAN THE SPECIFIED PROJECT.

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3/27/25		PLANNING DEPARTMENT RESPONSE 3	

EXISTING SITE PHOTOS

JOB NO. 24-072

DATE: 12/18/24

DRAWN: JAY

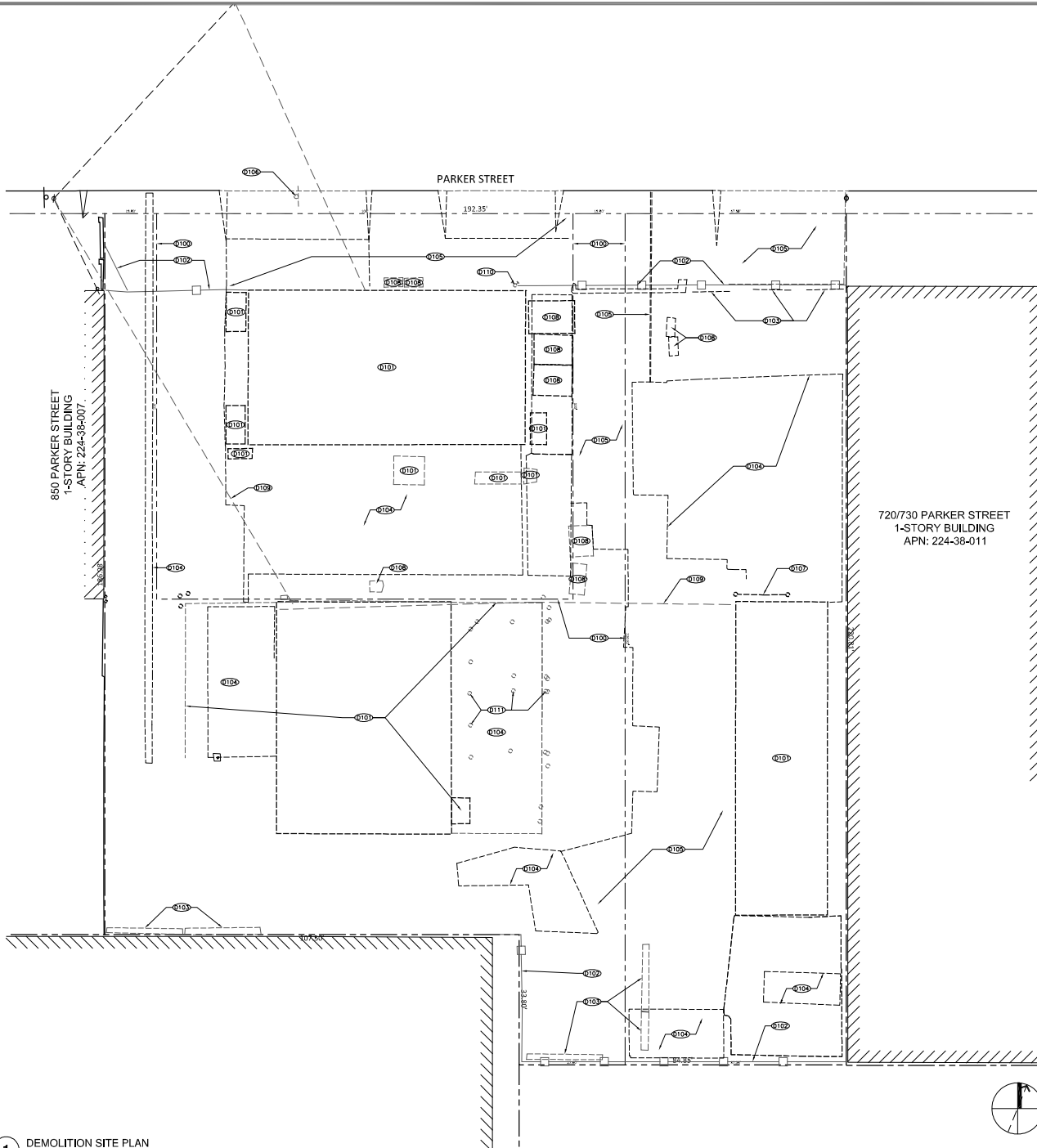
CHECKED: SR

ISSUE: PLANNING

SHEET NO.

A1.02

OF SHEETS



1 DEMOLITION SITE PLAN  
SCALE: 3/32"=1'-0"

**GENERAL DEMOLITION NOTES:**

1. THESE DEMOLITION PLAN DRAWINGS WERE CREATED FROM EXISTING WORKING DRAWINGS AND ARE NOT INTENDED TO SHOW THE GENERAL CONDITIONS WHICH ARE EXPECTED TO OCCUR, VERIFY ALL CONDITIONS BEFORE PROCEEDING WITH THE DEMOLITION WORK IN ANY AREA. DEMOLITION OF ANY NON-STRUCTURAL ITEMS MAY PROCEED AS INDICATED, WHERE DISCREPANCIES INVOLVE STRUCTURAL ITEMS, REPORT SUCH DIFFERENCES TO THE ARCHITECT AND SECURE INSTRUCTIONS BEFORE PROCEEDING IN THE AFFECTED AREA.
2. THE CONTRACTOR SHALL COORDINATE REMOVAL OF EXISTING WALLS AND OTHER ASSOCIATED CONSTRUCTION AS INDICATED ON THE DEMOLITION PLANS WITH DASHED LINES.
3. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY BARRICADES AND OTHER FORMS OF PROTECTION AS REQUIRED TO PROTECT THE OWNER'S PERSONNEL, OTHER TENANTS AND GENERAL PUBLIC FROM INJURY DUE TO DEMOLITION WORK.
4. THE CONTRACTOR SHALL ENSURE THAT DEMOLITION WORK DOES NOT INTERFERE WITH OR PROHIBIT THE CONTINUING OCCUPATION OF ADJACENT OPERATIONS AROUND THE STRUCTURE. THE CONTRACTOR SHALL INFORM THE OWNER OF A MINIMUM OF 72 HOURS OF DEMOLITION ACTIVITIES THAT WILL AFFECT NORMAL OPERATION OF BUILDING.
5. THE CONTRACTOR SHALL REPAIR DAMAGES CAUSED TO ADJACENT FACILITIES BY DEMOLITION WORK.

**DEMOLITION KEY NOTES**

- (1100) REMOVE EXISTING LOT LINES TO CREATE ONE LARGE LOT.
- (1101) DEMO EXISTING 1-STORY BUILDING IN ITS ENTIRETY.
- (1102) REMOVE EXISTING CHAINLINK FENCE, GATES, AND BARBED WIRE (WHERE OCCURS).
- (1103) REMOVE EXISTING K-RAILS AND GUARDRAILS (WHERE OCCURS).
- (1104) REMOVE EXISTING CONCRETE SURFACE(S) AND CONCRETE VALLEY GUTTER.
- (1105) REMOVE EXISTING ASPHALT SURFACE AND CURB DRAINS (WHERE OCCUR).
- (1106) REMOVE EXISTING TRAFFIC SIGNS (WHERE OCCUR).
- (1107) REMOVE EXISTING STEEL COLUMNS AND RACK.
- (1108) REMOVE ALL BUILDING MATERIALS FROM SITE (STEEL PLATES, CEMENT BLOCK, CORNER BOXES, ETC.).
- (1109) REMOVE EXISTING OVERHEAD ELECTRIC LINE(S), JUNCTION POLES AND ELECTRIC RISERS (WHERE OCCUR), REFER TO CIVIL PLANS FOR LOCATIONS.
- (1110) REMOVE EXISTING UNDERGROUND UTILITIES (WHERE OCCURS). REFER TO CIVIL PLANS FOR LOCATIONS.

**GENERAL NOTES:**  
SUPPLEMENTAL FIELD VERIFY ALL JOB CONDITIONS AND DIMENSIONS. VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT.  
DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS AND CONNECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.  
THE DRAWING ENCLOSED IDEAL DESIGNS, ARRANGEMENTS, PLANS AND SPECIFICATIONS WHICH ARE PROPRIETARY TO DEVCON CONSTRUCTION, INC., AND WHICH WERE DESIGNED, CREATED, DEVELOPED AND ENGINEERED FOR THE EXISTING PROJECT AND THE SPECIFIED PROJECT AND TRAVELER OR ANY PART THEREOF, WILL BE THE PROPERTY OF DEVCON CONSTRUCTION, INC. AND WILL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF DEVCON CONSTRUCTION, INC. FOR OTHER THAN THE SPECIFIED PROJECT.  
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	2/27/25	PLANNING DEPARTMENT RESPONSE 3	

**DEMOLITION SITE PLAN**

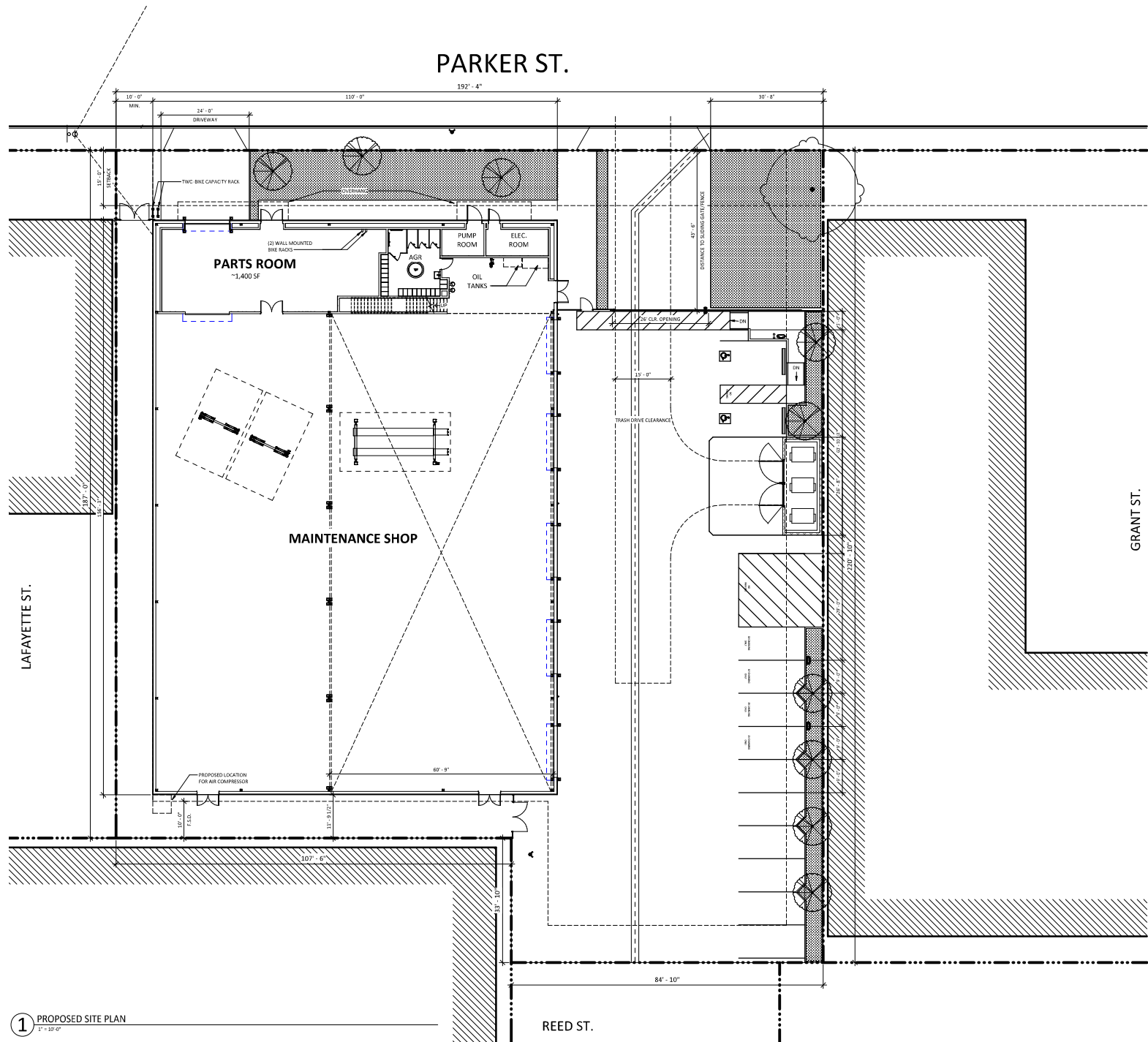
JOB NO. : 24-072	SHEET NO.
DATE : 12/18/24	A1.05
DRAWN: JAY	
CHECKED: SR	
ISSUE: PLANNING	OF SHEETS

**PARKER STREET IMPROVEMENTS**

840 PARKER STREET  
SANTA CLARA, CA 95050

**CONSTRUCTION INCORPORATED**

690 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 LIC. 4393163



JOSEPH J. ALBANESE, INC.

## PARKER STREET IMPROVEMENTS

840, 868 & 870 PARKER STREET  
SANTA CLARA, CA 95050



CONSTRUCTION  
INCORPORATED

490 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic. #959563

### SITE INFORMATION

ASSESSORS PARCEL NO.: 224-38-008.009 & 010  
GENERAL PLAN: PHASE II: HEAVY INDUSTRIAL  
ZONING: MH - HEAVY INDUSTRIAL  
SITE AREA: +/- 38,845 SF  
BUILDING AREA: +/- 17,473 SF  
FAR: ~ 44.58%  
OFF STREET PARKING  
REQUIRED: 1 SPACE / 1,500 SF  
17,473 SF / 1,500 = 12  
PROVIDED:  
STANDARD: 11 SPACES  
ACCESSIBLE: 2 SPACES  
TOTAL: 13 SPACES  
LANDSCAPE AREA: +/- 2,633 SF  
LANDSCAPE COVERAGE: ~ 6.83%

**GENERAL NOTES:**  
CONTRACTOR SHALL FIELD VERIFY ALL JOB CONDITIONS AND DIMENSIONAL VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT. DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND NOT FINAL. ALL DETAILMENTS AND CONSTRUCTIONS SHALL CONFORM TO BEST PRACTICES AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

THIS DRAWING SHOWS IDEAL, GENERAL, ARRANGEMENT, PLANS AND SPECIFICATIONS WHICH ARE PROPRIETARY TO DEVCON CONSTRUCTION, INC. AND WHICH WERE OBSERVED, CREATED, LOCATED AND DEVELOPED FOR USE SOLELY IN CONNECTION WITH THE OFFERED PROJECT. NO TRANSFER OF ANY RIGHTS, INTERESTS, INVENTIONS OR EFFECTS BY ANY MANNER, AND NOTWITHSTANDING THE AUTHORITY OF DEVCON CONSTRUCTION, INC. THE DRAWING IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR COPIED IN WHOLE OR IN PART, OR USED IN THE FABRICATION OR CONSTRUCTION OF BUILDINGS, STRUCTURES, FOUNDATIONS, OR ANY PART THEREOF THE BEST, OR OTHER THAN THE SPECIFIED PROJECT.

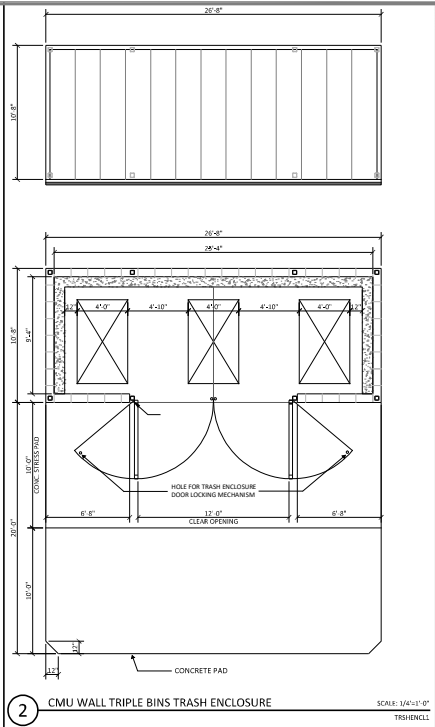
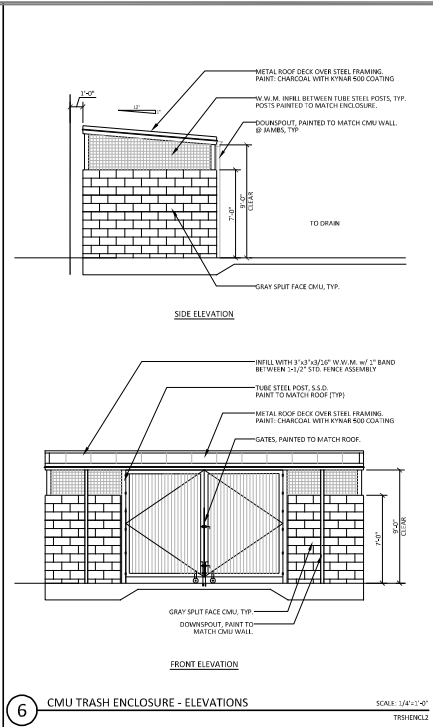
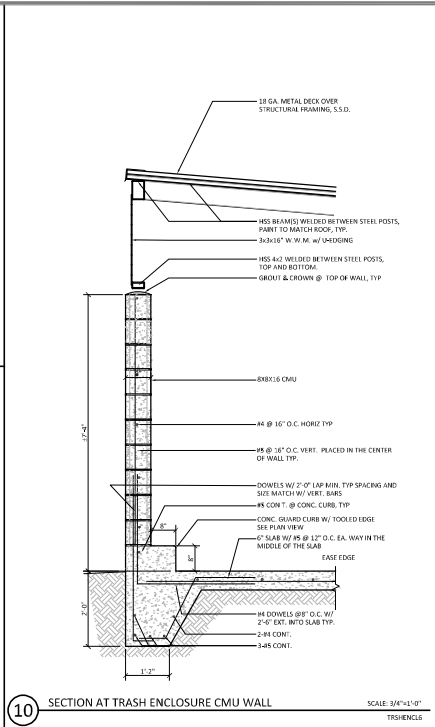
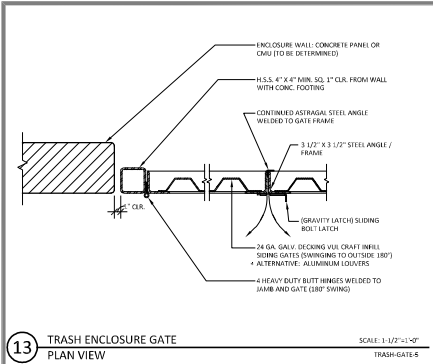
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4	3/27/25	PLANNING DEPARTMENT RESPONSE 3	

### PROPOSED SITE PLAN

JOB NO. 24-072	SHEET NO.
DATE: 2.27.2025	<b>A1.11</b>
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1 PROPOSED SITE PLAN  
1" = 10'-0"



# PARKER STREET IMPROVEMENTS

840 PARKER STREET  
SANTA CLARA, CA 95050

DEVCON CONSTRUCTION INCORPORATED  
690 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic. #399163

**GENERAL NOTES:**  
TOP OF FINISH GRADE SHALL BE SHOWN BY ALL JOB CONDITIONS AND DIMENSIONS. VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT.  
DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS AND CONNECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.  
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## TRASH ENCLOSURE DETAILS

JOB NO. : 24-072	SHEET NO.
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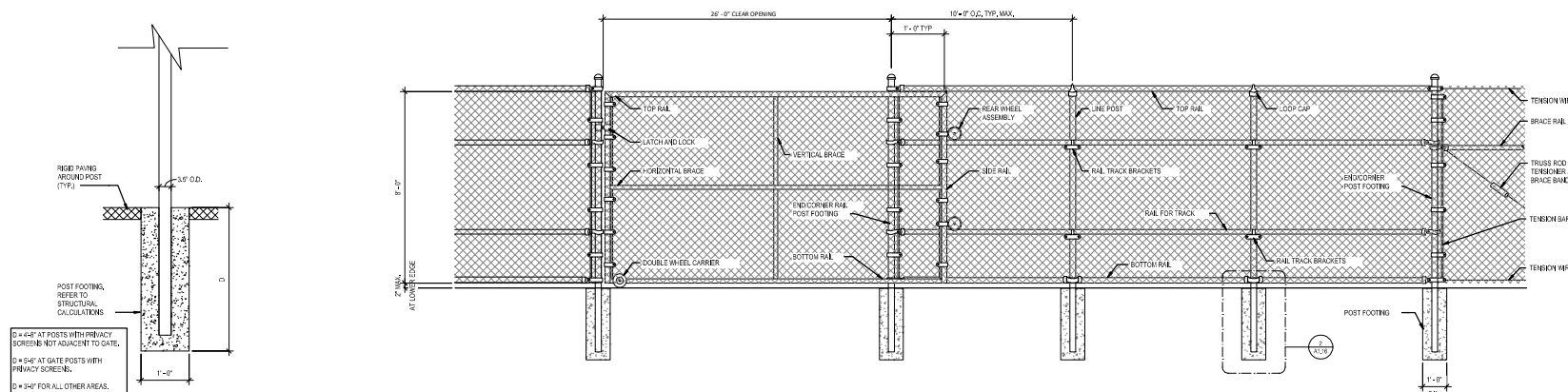
# PARKER STREET IMPROVEMENTS

840 PARKER STREET  
SANTA CLARA, CA 95050



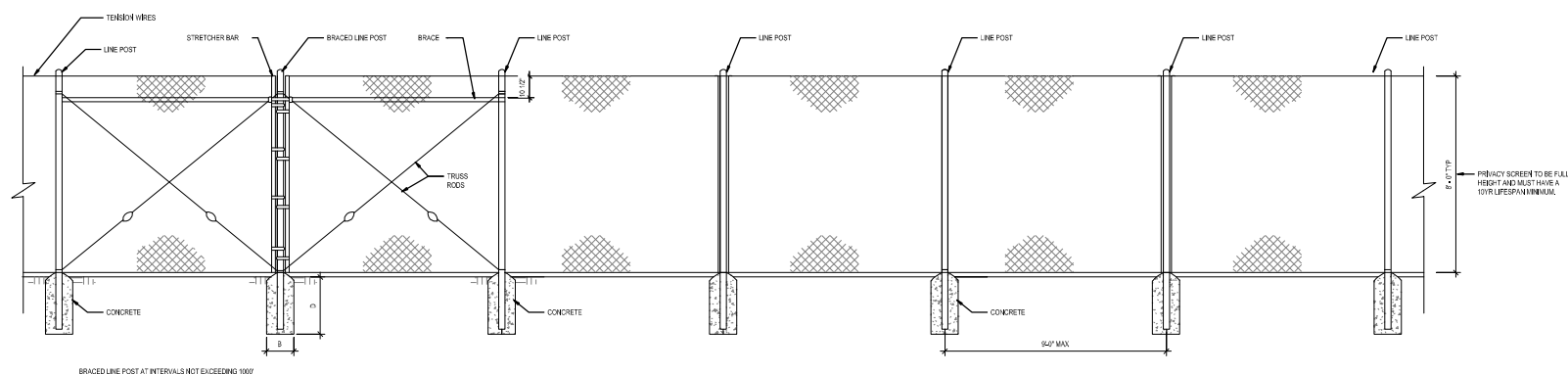
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INCORPORATED

600 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic.  
4039163



2 POST FOOTING  
SCALE: 1" = 1'-0"

1 FENCE SLIDING GATE; PADLOCKED NON-POWERED AND MANUALLY OPERATED  
SCALE: 1/2" = 1'-0"



3 8' TALL SECURITY FENCE  
SCALE: 1/2" = 1'-0"

GENERAL NOTES  
TOP OF FENCE SHALL BE 8' HIGH. ALL JOB CONDITIONS AND DIMENSIONS VARYING THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT.

DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS AND CONNECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

THIS DRAWING INCLUDES IDEAL DESIGN ARRANGEMENTS, PLANS AND SPECIFICATIONS WHICH ARE PROPRIETARY TO DEVCON CONSTRUCTION, INC., AND WHICH WERE DEVELOPED, CREATED, OWNED AND CONTROLLED FOR USE EXCLUSIVELY IN CONNECTION WITH THE SPECIFIC PROJECT. ANY REUSE OR ADAPTATION OF THIS DESIGN OR ANY PART THEREOF WITHOUT THE WRITTEN PERMISSION OF DEVCON CONSTRUCTION, INC., IS PROHIBITED. THE DRAWING IS NOT TO BE USED FOR OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION OF DEVCON CONSTRUCTION, INC. OR FOR ANY OTHER PURPOSES OR FOR ANY OTHER THAN THE SPECIFIED PROJECT.

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## FENCE DETAILS

JOB NO. 24-072

DATE: 12/18/24

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SHEET NO.

A1.16

OF SHEETS

JOSEPH J. ALBANESE, INC.

## PARKER STREET IMPROVEMENTS

840, 868 & 870 PARKER STREET  
SANTA CLARA, CA 95050



CONSTRUCTION  
INCORPORATED

690 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic. #959563

**GENERAL NOTES:**  
CONTRACTOR SHALL FIELD VERIFY ALL JOB CONDITIONS AND DIMENSIONAL VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT. DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL DETAILMENTS AND CONSTRUCTION SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

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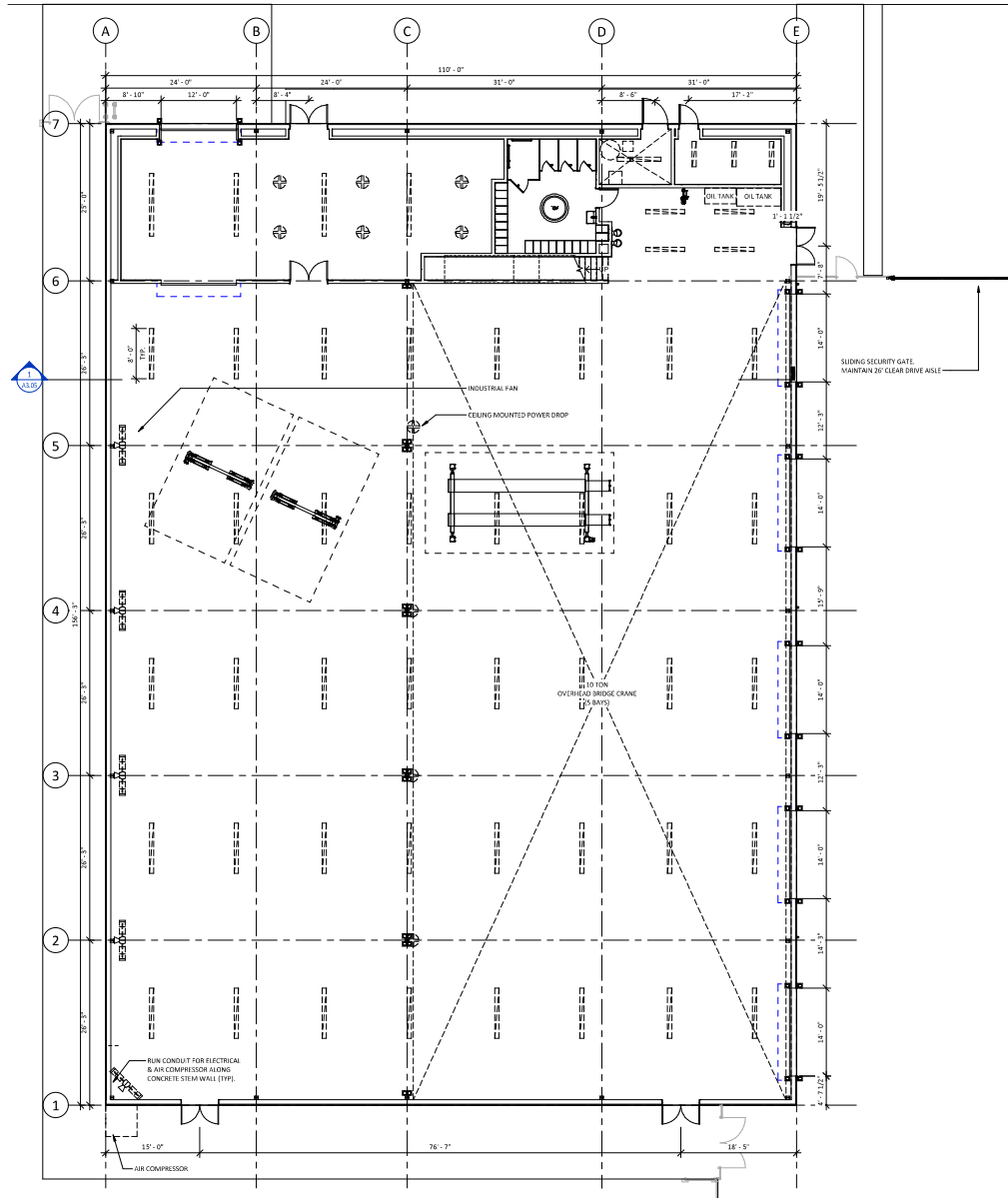
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SCALE

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	2/27/25	PLANNING DEPARTMENT RESPONSE 3	

### GROUND FLOOR PLAN

JOB NO.	24-072	SHEET NO.	
DATE:	2.27.2025	<b>A2.01</b>	
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CHECKED:	SR		
ISSUE:	PLANNING	A2.01 OF	SHEETS



**1** LEVEL 1 FLOOR PLAN  
1/8" = 1'-0"

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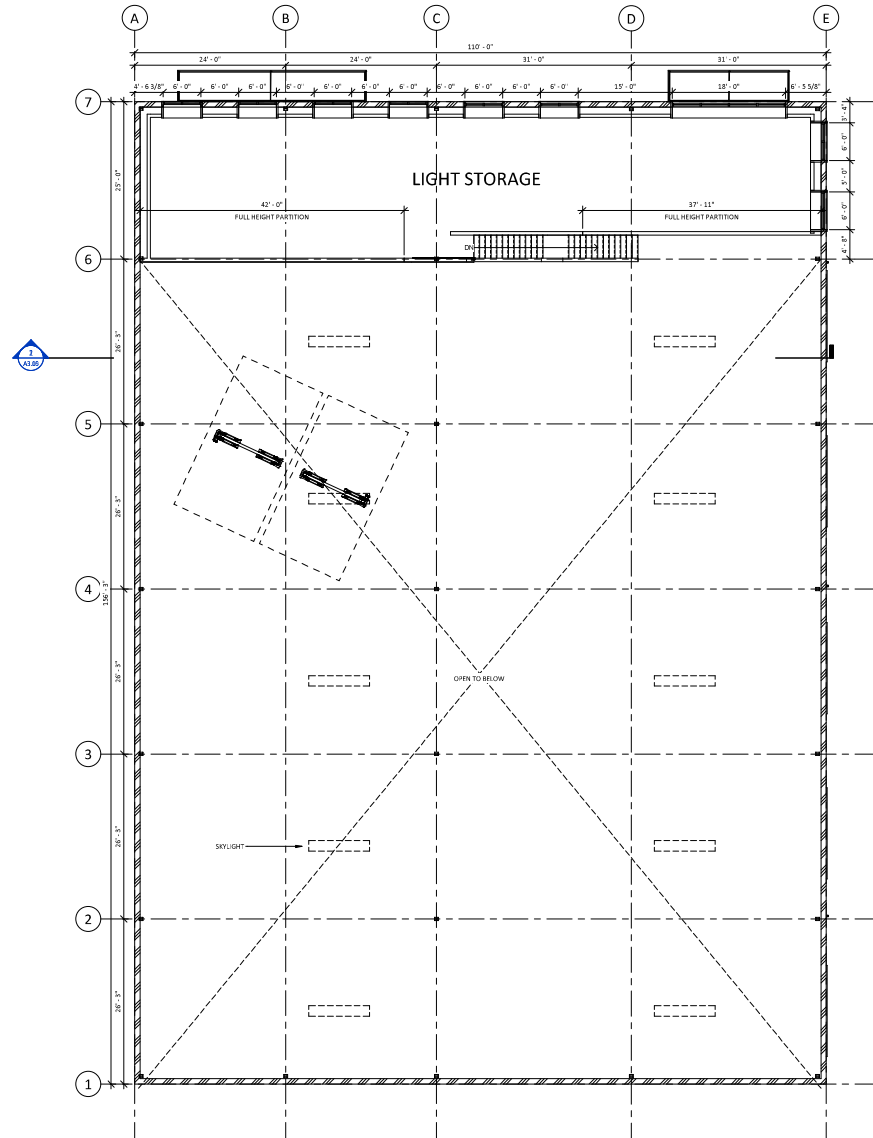
## PARKER STREET IMPROVEMENTS

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SANTA CLARA, CA 95050



CONSTRUCTION  
INCORPORATED

690 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic. #999163



1 MEZZANINE FLOOR PLAN  
1/8" = 1'-0"

#### GENERAL NOTES

CONTRACTOR SHALL FIELD VERIFY ALL JOB CONDITIONS AND DIMENSIONAL VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT. DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL DETAILMENTS AND CORRECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

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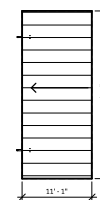
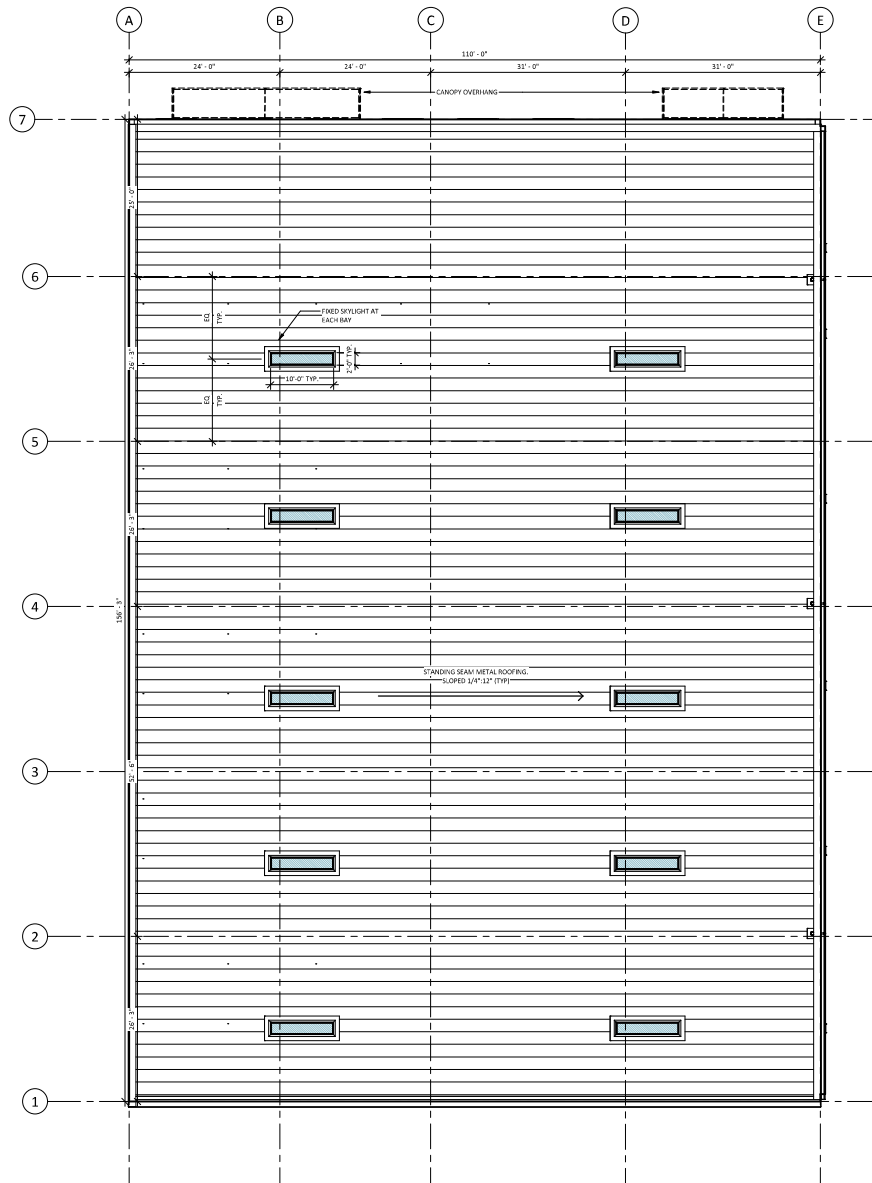
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### MEZZANINE FLOOR PLAN

JOB NO.	24-072	SHEET NO.	
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ISSUE:	PLANNING		



1 ROOF PLAN  
1/8" = 1'-0"

JOSEPH J. ALBANESE, INC.

## PARKER STREET IMPROVEMENTS

840, 868 & 870 PARKER STREET  
SANTA CLARA, CA 95050



CONSTRUCTION  
INCORPORATED

690 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic. #399563

#### GENERAL NOTES

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#### ROOF PLAN

JOB NO.	24-072	SHEET NO.	
DATE:	2.27.2025		
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A2.03



# PARKER STREET IMPROVEMENTS

840 PARKER STREET  
SANTA CLARA, CA 95050



CONSTRUCTION  
INCORPORATED

600 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic.  
4399163

GENERAL NOTES:  
1. TOP OF FINISH GRADE SHALL BE 10.00 FEET ABOVE SEA LEVEL UNLESS OTHERWISE NOTED. VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT.  
2. DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS AND CONNECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

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## RENDERINGS

JOB NO. 24-072	SHEET NO.
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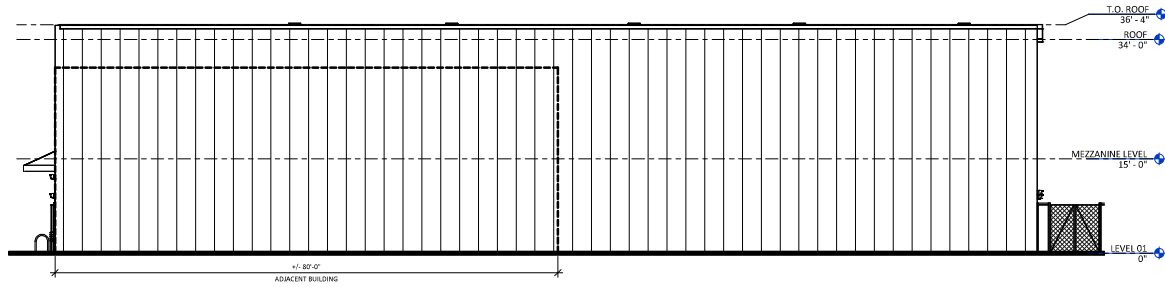
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SANTA CLARA, CA 95050

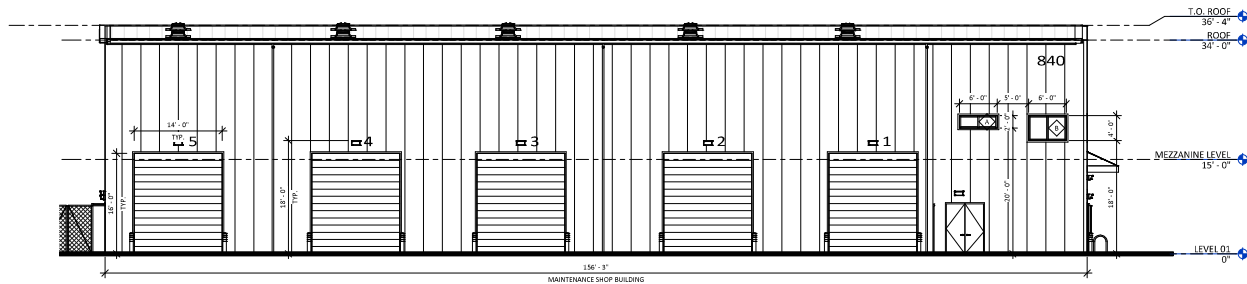


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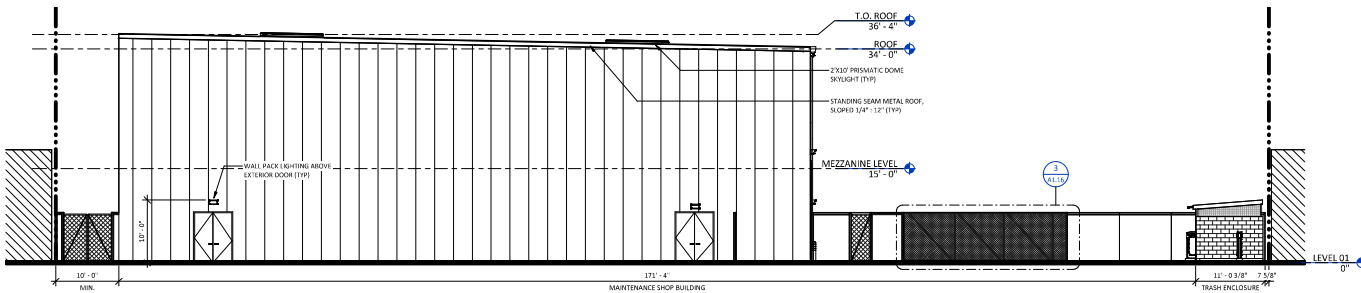
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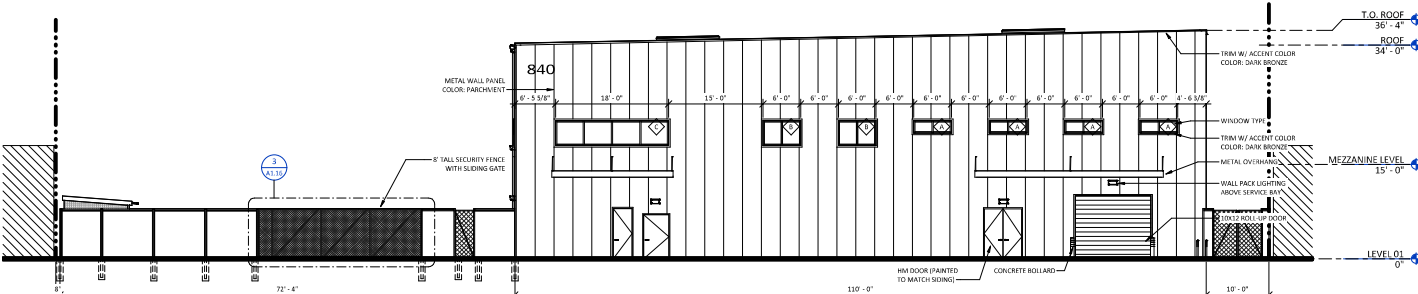
4 EXTERIOR WEST ELEVATION  
1/8" = 1'-0"



3 EXTERIOR EAST ELEVATION  
1/8" = 1'-0"



2 EXTERIOR SOUTH ELEVATION  
1/8" = 1'-0"



1 EXTERIOR NORTH ELEVATION  
1/8" = 1'-0"

### GENERAL NOTES

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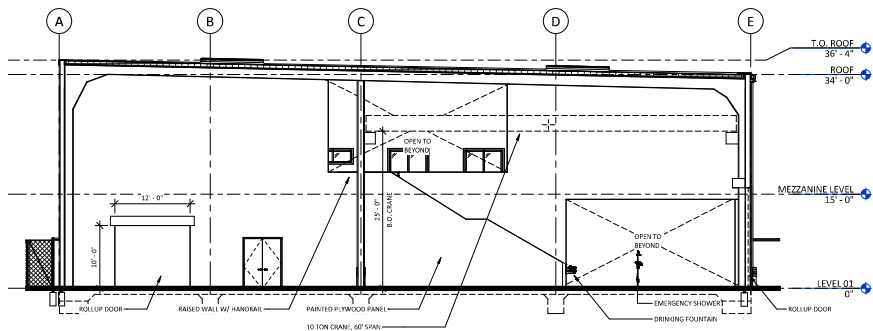
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4	3/27/25	PLANNING DEPARTMENT RESPONSE 3	

## EXTERIOR ELEVATIONS

JOB NO.	24-072	SHEET NO.	
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DRAWN:	JAY		
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ISSUE:	PLANNING	A3.01 OF	SHEETS

A3.01



1 EW SECTION  
1/8" = 1'-0"

JOSEPH J. ALBANESE, INC.

## PARKER STREET IMPROVEMENTS

840, 868 & 870 PARKER STREET  
SANTA CLARA, CA 95050



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SR.

### REVISIONS

NO.	DATE	DESCRIPTION	BY
	5/8/24	PLANNING DEPARTMENT SUBMITTAL	
	10/25/24	PLANNING DEPARTMENT RESPONSE	
	12/18/24	PLANNING DEPARTMENT RESPONSE 2	
	3/27/25	PLANNING DEPARTMENT RESPONSE 3	

## BUILDING SECTION

JOB NO.	24-072	SHEET NO.	
DATE:	2.27.2025	<b>A3.05</b>	A3.05 OF SHEETS
DRAWN:	JAY		
CHECKED:	SR		
ISSUE:	PLANNING		





The MR-24® Roof System

**Performance, Protection, and Peace of Mind—All Rolled Into One.**

**Precision Engineering**  
Assures the highest quality insulation. The MR-24® roof system features factory punched structural members and roof panels to assure a precisely aligned roof system. Precise alignment adds durability to the roof system and enables it to respond easily to daily and seasonal temperature changes.

**The Pittsburgh Double-lock Seam**  
Creates a True Monolithic Weatherlight Surface. Only the MR-24® roof system uses the Pittsburgh double-lock seam with the final 180 degrees completed in the field with a portable seaming machine. Other manufacturers snap or crimp panels with a machine, producing a loose, vulnerable seam.

**Energy Efficient**  
High R-value options are available. Roof insulation options up to R-40 are available with the MR-24® roof system. The system's panels move independently of the supporting structure, assuring no compromise or deterioration due to thermal cycling—a condition that often occurs within layers of conventional roofing materials.

**The Pittsburgh double-lock seam creates a weatherlight roof surface.**



**Wind Uplift Resistance**  
Adds Protection and Peace of Mind. The MR-24® roof system carries the highest UL wind uplift rating (Class 10). It also has been tested and approved by FM Global as a Class 1 Panel roof system. In addition, the MR-24® roof system is approved for use in hurricane zones such as Miami-Dade County, Florida.

**Weatherlight Roof Curbs**  
Eliminate Potential Problem Areas. Butler's all-aluminum F-clip system features are positioned on the interior flange of the roof curb to eliminate another potential area for water to infiltrate.

**FACTORY FINISHING**  
Assures Fast and Precise Installation. All end joints and structural members of the MR-24® roof system are factory punched for proper panel alignment, smooth expansion/contraction and weatherlightness, as well as the accurate installation of closures, roof accessories, and trim.

**ROOF CLIPS DESIGNED TO MOVE**  
Allows for Expansion and Contraction. The CMR-24 clip allows the roof to expand and contract with changing temperatures. This movement prevents stress at the clips, fasteners, and splices that could otherwise make the roof vulnerable to leaks and wind damage.

**INTEGRATED CABLE TRIM**  
Designed for Thermal Expansion and Contraction. Like virtually every other aspect of the CMR-24® roof system, the cable trim is also designed to expand and contract with heat and seasonal temperature changes. It becomes an integral part of the roof system and improves performance and durability.

**SUPPORTED PANEL END SPLICES**  
Prevents Vulnerable Areas. Splices are covered when two roof panels must be joined together. Most manufacturers allow metal splices, resulting in stress under roof traffic or heavy snow. Butler eliminates this problem by housing splices directly over supporting steel.

**FLEXIBLE RIDGE DESIGN**  
Performance in Every Detail. The CMR-24® roof system ridge also moves to accommodate expansion and contraction. Our proven ridge design "laps off" the CMR-24® roof system—the best performing roof system available.



## Experience the Butler Difference.


The MR-24® roof system is a key component of The Butler Difference—a competitive advantage that has enabled Butler to remain the leader in the building systems industry for more than 100 years. You'll also find The Butler Difference in these details:

**Butler Builders**—offering single source responsibility and complete construction services. Find your local Butler Builder® at [www.butlerimg.com](http://www.butlerimg.com).


**High-performance products**—such as acrylic-coated galvalume C/Z purlins and girts, the unique MR-24® seam that virtually eliminates roof leaks, and structural and wall systems that integrate easily with conventional building materials.

**Butler-Cole® Finish**—Butler offers this superior full-strength Kynar 500®/Hylar 5000® fluoropolymer finish system as the standard exterior finish on all painted panels and trim. The Butler-Cole finish is warranted for 25 years—with no peeling.

**25-Year Warranty**—It stands to reason that the industry's best roof also offers the industry's best warranty. The MR-24® roof system is available with a 25-year weatherlightness warranty. Ask your Butler Builder® for details.



MEMBER OF



**The MR-24® Roof System**

- Introduced in 1963
- More than 2 billion square feet installed worldwide
- Twice the expected lifespan of most conventional roof systems
- Industry's most specified standing seam roof system
- Fully integrated roof penetrations and trims


**Maximum Service Life**

The MR-24® roof system has 45 years of documented in-place performance, and it lasts, on average, more than twice as long as conventional roofs.



## PARKER STREET IMPROVEMENTS

840 PARKER STREET  
SANTA CLARA, CA 95050



CONSTRUCTION INCORPORATED

690 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 • Lic. 4395161

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	10/25/24	PLANNING DEPARTMENT RESPONSE	
	12/18/24	PLANNING DEPARTMENT RESPONSE 2	
	2/27/25	PLANNING DEPARTMENT RESPONSE 3	

### SPECIFICATIONS

#### ROOF PANEL SYSTEM

JOB NO. : 24-072

DATE : 12/18/24

DRAWN: JAY

CHECKED: SR

ISSUE: PLANNING

SHEET NO.

A5.02

OF SHEETS



840 PARKER STREET  
SANTA CLARA, CA 95050

CONSTRUCTION  
INCORPORATED

690 Gibraltar Drive  
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#399163

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## REVISIONS

# PARKER STREET IMPROVEMENTS

840 PARKER STREET  
SANTA CLARA, CA 95050



**WHISLER**  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
259 DOBBLESTONE DRIVE  
SAN RAFAEL, CA 94903  
PHONE 415-244-2831  
INFO@WHISLERLANDPLANNING.COM

ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID:	
RETAILER	DATE
SBWR - SOUTH BAY WATER RECYCLING	DATE

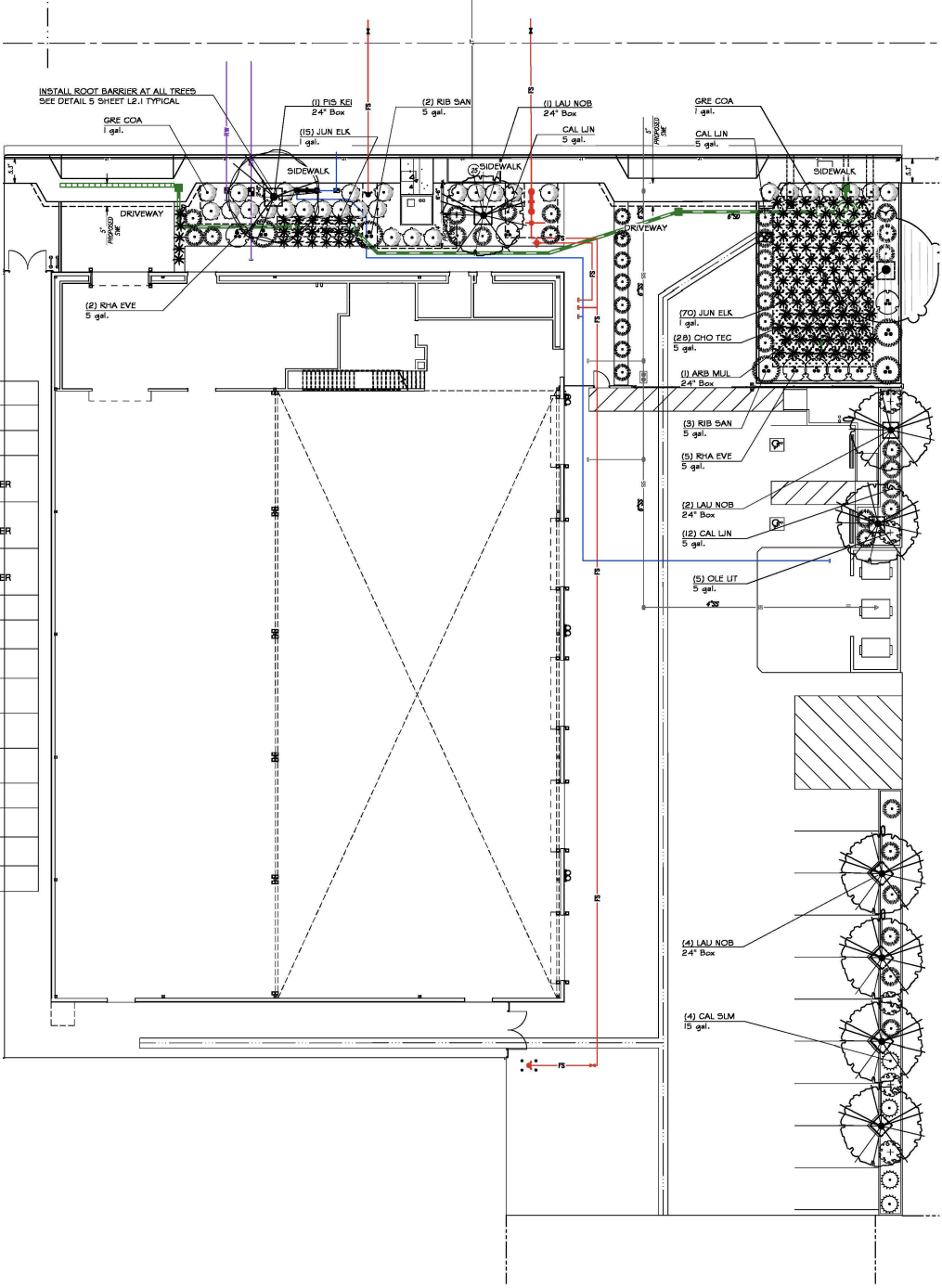
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NO.	DATE	DESCRIPTION	BY
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01/23/2025	PLANNING DEPT. RESPONSE 3	PW	
02/27/2025	PLANNING DEPT. RESPONSE 4	PW	

## LANDSCAPE PLANTING PLAN

JOB NO. 24-072	SHEET NO.
DATE: 02/27/2025	
DRAWN: PW	
CHECKED: AB	
ISSUE: PLANNING RESP. 4	OF SHEETS

PLANT SCHEDULE						
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	QTY	REMARKS
<b>TREES</b>						
	ARB MUL	<i>Arbutus x 'Marina'</i>	Marine Strawberry Tree Multi-Trunk	24" Box	1	LOW WATER USE. INSTALL ROOT BARRIER PER DETAIL 5 SHT. L1.2
	LAU NOB	<i>Laurus nobilis</i>	Sweet Bay- Standard form tree	24" Box	7	LOW WATER USE. INSTALL ROOT BARRIER PER DETAIL 5 SHT. L1.2
	PIS KEI	<i>Pistacia chinensis 'Keith Davey'</i>	Keith Davey Chinese Pistache	24" Box	1	LOW WATER USE. INSTALL ROOT BARRIER PER DETAIL 5 SHT. L1.2
<b>SHRUBS</b>						
<b>WATER USE</b>						
	CAL SLM	<i>Callistemon viminalis 'CV01'</i>	Slim™ Weeping Bottlebrush	15 gal.	4	LOW
	CHO TEC	<i>Chondropetalum tectorum</i>	Small Cape Rush	5 gal.	28	LOW
	OLE LIT	<i>Olea europaea 'Montre'</i>	Little Ollie® Olive	5 gal.	5	LOW
	RHA EVE	<i>Rhamnus californica 'Eve Case'</i>	California Coffeeberry	5 gal.	7	LOW
	RIB SAN	<i>Ribes sanguineum</i>	Red Flowering Currant	5 gal.	5	LOW
<b>GROUND COVER UNDER 3 FT. HIGH</b>						
	CAL LIN	<i>Callistemon viminalis 'Little John'</i>	Little John Weeping Bottlebrush	5 gal.	39	LOW
	GRE COA	<i>Grevillea lanigera 'Coastal Gem'</i>	Coastal Gem Grevillea	1 gal.	30	LOW
	JUN ELK	<i>Juncus patens 'Elk Blue'</i>	Spreading Rush	1 gal.	93	LOW



PLANTING NOTES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Soil preparation.
- B. Fine Grading.
- C. Ground covers, shrubs and trees.

1.1.03 SUBMITTALS

- A. Samples:
  - 1. Submit samples, minimum 1/2 pound in size, of ground bark.
- B. Test Reports:
  - 1. Submit soil lab test analysis for horticultural suitability for imported topsoil.
  - 2. Submit soil lab test analysis for horticultural suitability and recommended amendments from "Grow Power" fertilizer manufacturer or approved Soil Lab or other Soil Lab for on-site soil after rough grading operations are complete.
  - 3. Compost amendment lab test analysis.
- C. Plant quality:
  - 1. Submit specification on typical size height width and percentage of rooted in pot and caliper size on trees.
  - 2. Submit representative photographs from suppliers of each plant species from supplier.

1.04 QUALITY ASSURANCE

Quality: Plants shall be of uniform and standard size in a healthy, thriving condition. Nursery grown stock only shall be used unless otherwise noted. Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, borers, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant.

D. Unacceptable material: Plant material overgrown and rootbound, too recently earned with underdeveloped rootball or with damaged rootball, diseased, unhealthy or badly shaped are considered unacceptable and shall be removed from the site.

1.05 WARRANTY

- A. Provide warranty for plant materials. Warranty period shall begin at the end of the maintenance period.
- B. Trees: Warranty to be healthy state of active growth for a period one year.
- C. Other Plants and Plantings: Warranty to be in healthy state of active growth during maintenance period.

1.06 MAINTENANCE SERVICE

- A. Maintenance: Maintenance operations as specified below shall follow and coincide with the planting operations and continue for sixty (60) calendar days after acceptance of planting.
- B. Protection: Barnacle planting areas subject to damage from traffic.
- C. Watering: Irrigate planting areas as required to insure active growth keeping areas moist but not saturated. Regulate irrigation source as necessary to avoid erosion and gullyng.
- D. Fertilizing: Apply GRO-POWER® PLUS 5-3-1 with M (mycorrhizae) fertilizer specified at the rate of 20 lbs. per 1,000 sq. ft. fifteen day prior to Final Inspection.
- E. Weed Control: Keep planting areas free of weeds and undesirable grasses.
- F. Insect & Disease Control: Weekly inspect plants for disease or insect damage. Treat affected material immediately.
- G. Pruning: Remove damaged or diseased growth from trees and shrubs.
- H. Replacements: Remove dead and dying plant material and immediately replace with the same species and size.
- I. Final Inspection: Prior to requesting Final Inspection, the Contractor shall again thoroughly clean the work area.
- J. Acceptance: Acceptance will be given upon satisfactory findings in the Final Inspection or upon satisfactory correction of any deficiencies disclosed by the Final Inspection.

PART 2 MATERIALS

2.01 MANUFACTURES

- A. Fertilizer: Grow-Power.
- B. Substitutions: Under provisions of Section 01630.

2.02 FERTILIZER

- A. Commercial Fertilizer: or approved similar to below
  - 1. Pre-planting: GRO-POWER® PLUS 5-3-1 with M (mycorrhizae).
  - 1. Backfill Planting Tablets: Grow-Power Planting Tablets 7 gram 12-8-8.
  - 2. Commercial fertilizer shall be delivered to the site in sealed containers with the manufacturer's analysis attached.

2.03 SOIL ADDITIVES

- A. Mulch: 3 inch layer of black recycled wood chips Lyngso Mocha Chip or South Bay Materials Black Recycled Wood Chips or similar as per request of owners. Submit sample.
- B. Topsoil: Clean, weed free imported amended sandy loam topsoil.
- C. Organic Amendment: Compost, Lyngso Amendment Mix or approved similar compost.

3.04 SHRUB AND TREE PLANTING

- A. Location: Locate plants in accordance with plans and adjust positions as required by field site conditions.
- B. Size of Plant Hole Required:
  - 1. 1 gal. 16-inch dia. 18 inches deep. Scarify bottom of plant hole.
  - 2. 5 gal. 24-inch dia. 18 inches deep. Scarify bottom of plant hole.
  - 3. 15 gal. 36-inch dia. as deep as the root ball. Scarify bottom of plant hole.
  - 4. Bared or Specimen: 24 inches min. wider than box width, as deep as the root ball. Scarify plant hole.
- C. Backfill Mix: 75 percent topsoil 25 percent organic amendment.
- D. Plant Tablets: Place tablets between the bottom of the rootball and 1/3 the way up the rootball. Space the tablets equally around the perimeter of the rootball approximately 2 inches from root tips. Use 3 tablets for 1-gallon plants, 8 tablets for 5-gallon plants, 13 tablets for 15-gallon plants and 16 tablets for 24 inch box trees.
- E. Staking Guying: Stake or guy trees as detailed.
- F. Pre-arrange upon award of contract to Contract Grow with nurseries as required to supply plants on plant list in quantities listed.

3.05 GROUND COVER PLANTING

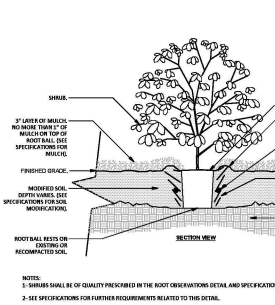
- A. Spacing: Plant material in the areas and at the spacing shown, in neat rows with triangular spacing, insuring complete coverage of planting areas including under and around trees and shrubs.
- B. Mulching: Recultivate compacted soil, rake smooth and distribute ground bark to a one-inch depth on the surface of ground cover areas. Remove ground bark from the plants.

3.06 REPAIR AND CLEAN-UP

- A. Repair of Planted Areas:
  - 1. When a portion of the ground surface becomes gullied, eroded or damaged within the period of Contractor's responsibility, the affected areas surface and grade shall be re-established to pre-planting condition.
  - 2. Replant areas as specified for initial planting. Maintenance of areas repaired as a result of the Contractor's negligence may for a period of up to 30 days following completion of the repair work.
- B. Clean Up: Prior to Pre-Maintenance Inspection, Contractor shall clean his work area of debris and refuse, clean paving, and shall have the entire work area neat and presentable

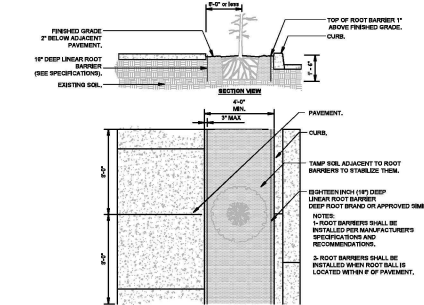
3.07 INSPECTIONS

- A. Pre-Maintenance Inspection: Upon notification that the construction and installation work has been completed, the Contractor shall contact the Architect to schedule a date for a Pre-Maintenance Inspection.
- B. Final Approval: If it is determined that the work has been executed properly, and is in accordance with the Drawings and Specifications, or upon satisfactory correction of deficiencies noted within acceptance will be forwarded to the Owner by the Architect.



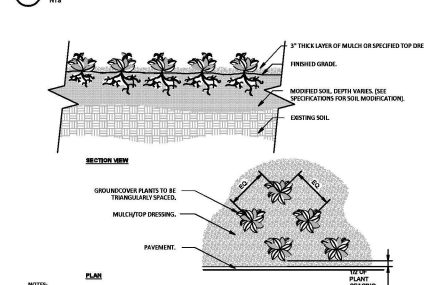
4. SHRUB PLANTING

NOTES



1. ROOT BARRIERS

NOTES



3. GROUND COVER

NOTES

PART 3 EXECUTION

3.01 EXAMINATION

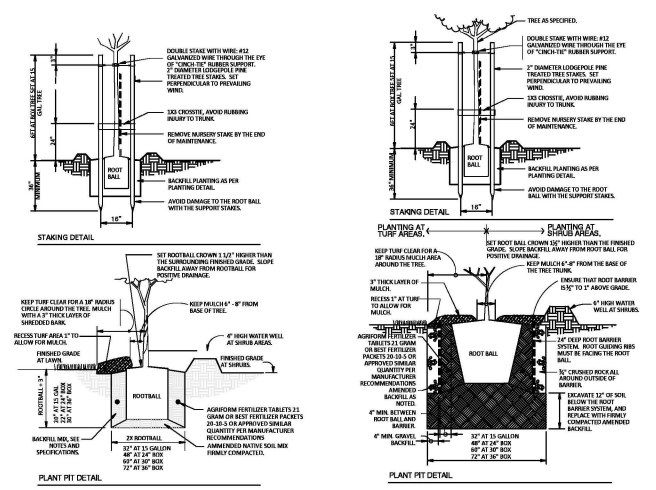
- A. Examine site conditions and work of other trades. Report conditions which will adversely affect work of this section to Architect in writing. Do not begin work of this section until unsatisfactory conditions have been corrected. Beginning work constitutes acceptance of site conditions.

3.02 SOIL PREPARATION

- A. Clearing: Clear planting areas of existing vegetation not specified to remain along with other debris and material considered a hindrance to other operations
- B. Soil Conditioning:
  - 1. Uniformly distribute organic amendment specified in all planting areas at the rate of 9 cu. yards per 1,000 square feet (approximately a three inch layer) prior to tilling of existing soil.
  - 2. Fertilization: Uniformly distribute pre-planting fertilizer in planting areas at the rate of 200 lbs. per 1,000 sq. ft.
  - 3. Till in organic amendment and pre-planting fertilizer to a depth of eight inches. Continue until the soil texture is smooth and friable. If soil condition is considered excessively wet or dry, tilling operation shall be stopped until such conditions are corrected. Care shall be taken not to damage existing tree roots of trees to remain. Where roots of trees to remain prevent use of rototiller, till in amendments with hand tools.

3.03 FINE GRADING

- A. Surfaces: Planting surfaces shall be left with a firm, uniform surface, free of undulations or other irregularities. Remove rocks, clods and debris from planting surfaces.
- B. Elevations: After initial settlement, planting soil surfaces shall be three quarters of an inch below adjacent paved surfaces. But in no cases will the soil be reked away from paving edge to obtain the three-quarters of an inch and thus create a ridge or interruption of the even slope to the drainage run.
- C. Slope planting surfaces including swales, uninterrupted by ridges or depressions insuring a free uniform flow of surface water in the direction and for the full length of the drainage run.
- D. Since the Contractor shall be responsible for the surface drainage of planting areas, he should notify those concerned of discrepancies, obstructions, or other conditions considered detrimental to proper execution of his work.



4. TREE PLANTING DOUBLE STAKE

NOTES

5. ROOT BARRIER TREE PLANTING

NOTES

INSTALL AT ALL TREES

PARKER STREET IMPROVEMENTS

840 PARKER STREET  
SANTA CLARA, CA 95050



WHISLER  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
299 COBLESTONE DRIVE  
SAN RAFAEL, CA 94903  
PHONE 415-244-2831  
INFO@WHISLERLANDPLANNING.COM

ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID:

RETAILER	DATE
SBWR - SOUTH BAY WATER RECYCLING	DATE

GENERAL NOTES:  
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NO.	DATE	DESCRIPTION	BY
12/18/2024	PLANNING DEPT. RESPONSE 2	PW	
01/23/2025	PLANNING DEPT. RESPONSE 3	PW	
02/27/2025	PLANNING DEPT. RESPONSE 4	PW	

PLANTING DETAILS & NOTES

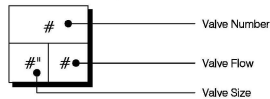
JOB NO. 24-072	SHEET NO.
DATE: 02/27/2025	
DRAWN: PW	
CHECKED: AB	
ISSUE: PLANNING RESP. 4	OF SHEETS

L1.2

## IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	QTY	PRECIP	PSI	GPM
	1 DRIP BIO-RETENSION BASIN Use Netatm TLRW-08-12-NP Techline RW Landscape Dripline with Purple Strips for Non-Potable Water Applications. 0.8 GPH emitters at 12" O.C. Designed for Reclaimed Water Use Only.	79.7 sf	0.45 in/h	40	1
	2 BIO-RETENTION EAST Use Netatm TLRW-08-12-NP Techline RW Landscape Dripline with Purple Strips for Non-Potable Water Applications. 0.8 GPH emitters at 12" O.C. Designed for Reclaimed Water Use Only.	723.9 sf	0.45 in/h	40	3
	3 DRIP IRR. LOW WATER USE SHRUBS ALONG SIDEWALK Use Netatm TLRW-08-12-NP Techline RW Landscape Dripline with Purple Strips for Non-Potable Water Applications. 0.8 GPH emitters at 12" O.C. Designed for Reclaimed Water Use Only.	805.6 sf	0.45 in/h	40	4
	4 DRIP IRR. LOW WATER USE SHRUBS AT FOUNDATION Use Netatm TLRW-08-12-NP Techline RW Landscape Dripline with Purple Strips for Non-Potable Water Applications. 0.8 GPH emitters at 12" O.C. Designed for Reclaimed Water Use Only.	192.9 sf	0.45 in/h	40	1
	5 DRIP PARKING LOT SHRUBS LOW WATER USE Use Netatm TLRW-08-12-NP Techline RW Landscape Dripline with Purple Strips for Non-Potable Water Applications. 0.8 GPH emitters at 12" O.C. Designed for Reclaimed Water Use Only.	447.9 sf	0.45 in/h	40	2
	6 DRIP RINGS ON FRONT TREES LOW WATER USE Use Netatm TLRW-08-12-NP Techline RW Landscape Dripline with Purple Strips for Non-Potable Water Applications. 0.8 GPH emitters at 12" O.C. Designed for Reclaimed Water Use Only.	119.6 sf	0.45 in/h	40	1

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Hunter ICZ-101-25 1" Drip Control Zone Kit. 1in. ICV Globe Valve with 1in. HY100 filter system. Pressure Regulation: 25psi. Flow Range: 2 GPM to 20 GPM. 150 mesh stainless steel screen.	6
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	
	Rain Bird 33-DNP QUICK COUPLE 3/4" 3/4in. Brass Quick-Coupling Valve, with Corrosion-Resistant Stainless Steel Spring, Locking Thermoplastic Non-Potable Purple Rubber Cover, and 2-Piece Body.	
	Landscape Products Inc. BOV BRASS GATE VALVE 1in., Brass Gate Valve. Threaded bonnet. Non-rising stem. Pressure rated to 200 psi. Same size as mainline.	
	Griswold 2280 1" 1in.-8in. Pressure Reducing, Normally Open Master Valve. Cast Iron and Bronze Material. NPT End Connection.	
	Pressure Reducing Valve- Watts LFN55B-G 1 1/2 WATTS LFN55B-G 1 1/2. INSTALL IN SEPARATE VALVE BOX WITH UNIONS BOTH SIDES. INSTALL PER DETAIL 6 SHEET L2.2	
	Watts 719QT 1" DOUBLE CHECK VALVE 1" Verify meets SouthBay Water Recycling standards INSTALL IN SEPARATE VALVE BOX WITH UNIONS BOTH SIDES. INSTALL PER DETAIL 6 SHEET L2.2	
	Hunter IZC-0800-M 8 Station Outdoor Modular Controller. No Module Required. Commercial Use. Metal Cabinet. 16 Station Outdoor Modular Controller. With one ICM-800 Module. Commercial Use. Metal Cabinet. Equip with Solar Sync Weather and Rain sensor. INSTALL RECYCLED WATER IDENTIFICATION TAG ON EXTERIOR OF CABINET DOOR PER DETAIL 7 SHEET L2.2	
	Hunter HC-100 Flow Sensor 1in. PVC flow sensor	
	Landscape Products Inc. 5710-WYE 1" 1in. bronze Y filter. 20 SS mesh, sediment and debris protection. For commercial and residential landscape irrigation systems, swimming pools and various plumbing applications. Max operating pressure .	
	RECYCLED IRR. WATER SIGN INSTALL RECYCLED WATER SIGN PER DETAIL 6 SHEET L2.2	
	Water Meter 1" RECYCLED WATER METER. SEE CIVIL DRAWINGS Irrigation Lateral Line. PVC Schedule 40 3/4" PURPLE NON-POTABLE	
	Irrigation Mainline: PVC Schedule 40 1" PURPLE NON-POTABLE	
	Pipe Sleeve: PVC Class 200 OR Sch. 40, with purple non-potable tape	



## MWELO GENERAL NOTES:

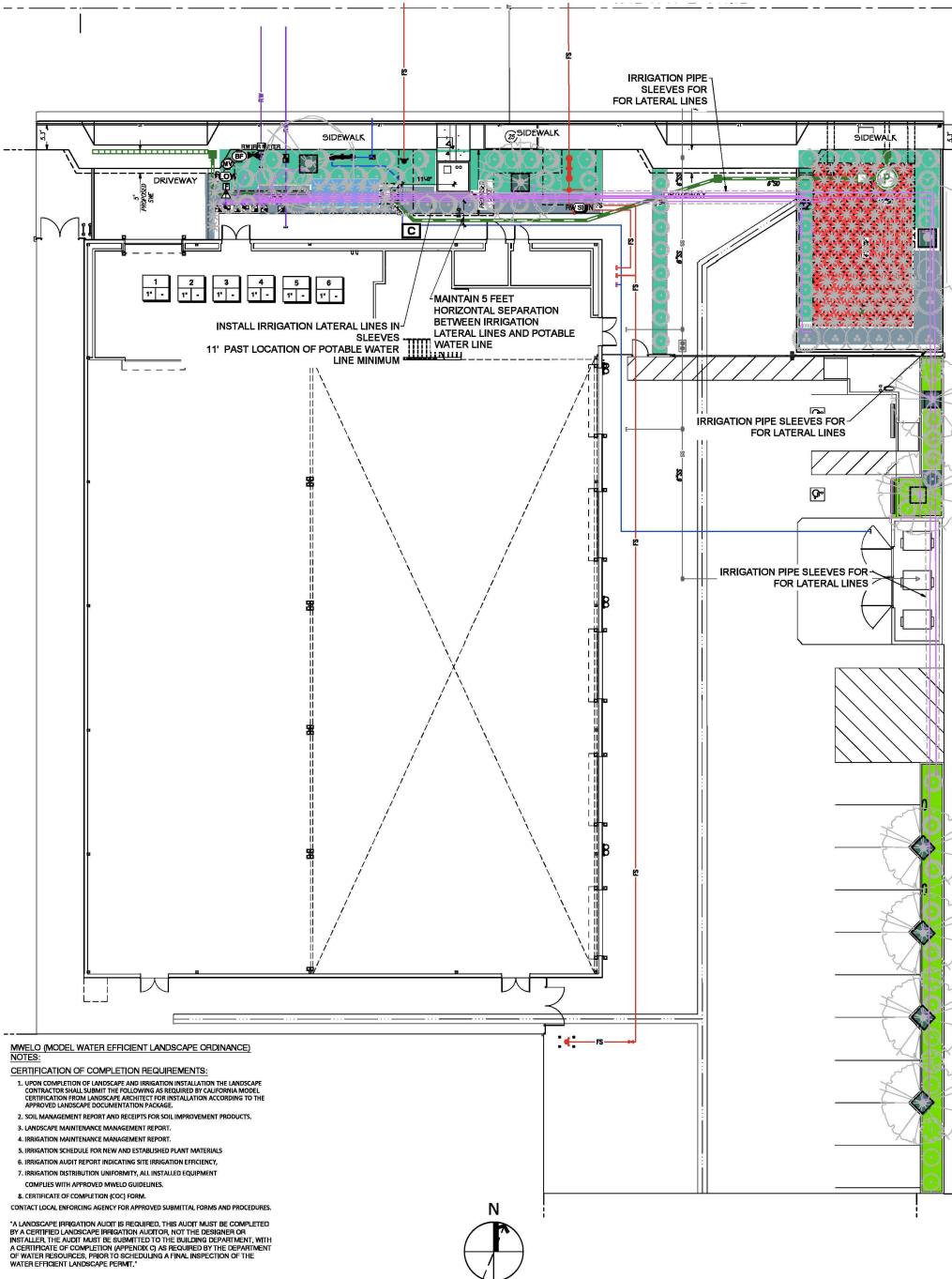
- A CERTIFICATE OF COMPLETION SHALL BE COMPLETED BY EITHER THE OWNER, THE DESIGNER OF THE LANDSCAPE PLANS OR BY THE LICENSED INSTALLING CONTRACTOR.
- AN IN-DEPTH TRAINING OF THE INSTALLED IRRIGATION SYSTEMING INCLUDING ZONES, VALVE LOCATION, MAINLINE LOCATION, IRRIGATION CONTROLLER AND PUMP LOCATION SHALL BE KEPT WITH THE CONTROLLER FOR FUTURE MAINTENANCE PURPOSES.
- CHECK VALVES ARE REQUIRED ON ALL SPRINKLER HEADS WHERE LOW HEAD DRAINAGE COULD OCCUR.
- PRESSURE REGULATING DEVICES ARE REQUIRED IF WATER SUPPLY MAIN PRESSURE OF THE SPECIFIED IRRIGATION DEVICE EXCEEDS THE OPERATING RECOMMENDATIONS.
- NO OVERHEAD IRRIGATION IS PERMITTED IN LANDSCAPE AREAS THAT ARE LESS THAN 30 FEET. ONLY FOR LOW FLOW BUBBLER IRRIGATION MUST BE USED IN AN OPENING.
- INSTALLING CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND PROGRAMMING ALL SELF-CONTAINED IRRIGATION SYSTEMS INCLUDING BUBBLER IRRIGATION. BUBBLER SYSTEMS ARE TO BE INSTALLED WITH ANY CONTROLLER WHERE AN OFFSITE WEATHER STATION IS USED.
- ALL SPECIFIED FLOW SENSORS AND MASTER VALVES MUST BE INSTALLED AND PROGRAMMED AS PER MANUFACTURER'S REQUIREMENTS.
- AN IRRIGATION AUDIT AND COMMISSIONING IS REQUIRED ON ALL PROJECTS.
- THESE PLANS HAVE BEEN PREPARED BY A CERTIFIED PROFESSIONAL AND ARE MEANT AS A GUIDE ONLY. PIPING AND VALVE PLACEMENT ARE DIAGRAMATIC ONLY. ALL PIPING UNDER LANDSCAPE MUST BE SCHEDULED WITH SPECIFIED SCHEDULING MATERIALS.
- INSTALLING CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND PROGRAMMING ALL SELF-CONTAINED IRRIGATION SYSTEMS INCLUDING BUBBLER IRRIGATION. BUBBLER SYSTEMS ARE TO BE INSTALLED WITH ANY CONTROLLER WHERE AN OFFSITE WEATHER STATION IS USED.
- ALL PLANTING AREAS TO RECEIVE 3 INCH LAYER OF BARK MULCH.
- NOTE TO CONTRACTOR: ALL IRRIGATION ZONES HAVE BEEN LAYOUT AND APPROVED BY THE CITY OF SANTA CLARA. ANY CHANGES TO THE IRRIGATION LAYOUT MUST BE APPROVED BY THE CITY OF SANTA CLARA. ANY CHANGES TO THE IRRIGATION LAYOUT MUST BE APPROVED BY THE CITY OF SANTA CLARA. ANY CHANGES TO THE IRRIGATION LAYOUT MUST BE APPROVED BY THE CITY OF SANTA CLARA.

## MWELO (MODEL WATER EFFICIENT LANDSCAPE ORDINANCE) NOTES:

## CERTIFICATION OF COMPLETION REQUIREMENTS:

- UPON COMPLETION OF LANDSCAPE AND IRRIGATION INSTALLATION THE LANDSCAPE CONTRACTOR SHALL SUBMIT THE FOLLOWING AS REQUIRED BY CALIFORNIA MODEL CERTIFICATION FROM LANDSCAPE ARCHITECT FOR INSTALLATION ACCORDING TO THE APPROVED LANDSCAPE DOCUMENTATION PACKAGE.
- SOIL MANAGEMENT REPORT AND RECEIPTS FOR SOIL IMPROVEMENT PRODUCTS.
- LANDSCAPE MAINTENANCE MANAGEMENT REPORT.
- IRRIGATION MAINTENANCE MANAGEMENT REPORT.
- IRRIGATION SCHEDULE FOR NEW AND ESTABLISHED PLANT MATERIALS.
- IRRIGATION AUDIT REPORT INDICATING SITE IRRIGATION EFFICIENCY.
- IRRIGATION DISTRIBUTION UNIFORMITY. ALL INSTALLED EQUIPMENT COMPLIED WITH APPROVED MWELO GUIDELINES.
- CERTIFICATE OF COMPLETION (COC) FORM.
- CONTACT LOCAL ENFORCING AGENCY FOR APPROVED SUBMITTAL FORMS AND PROCEDURES.

"A LANDSCAPE IRRIGATION AUDIT IS REQUIRED. THIS AUDIT MUST BE COMPLETED BY A CERTIFIED LANDSCAPE IRRIGATION AUDITOR, NOT THE DESIGNER OR INSTALLER. THE AUDIT MUST BE SUBMITTED TO THE BUILDING DEPARTMENT, WITH A CERTIFICATE OF COMPLETION (APPENDIX Q) AS REQUIRED BY THE DEPARTMENT OF WATER RESOURCES, PRIOR TO SCHEDULING A FINAL INSPECTION OF THE WATER EFFICIENT LANDSCAPE PERMIT."

1 IRRIGATION PLAN  
SCALE: 1"=10'-0"

## PARKER STREET IMPROVEMENTS

840 PARKER STREET  
SANTA CLARA, CA 95050



## WHISLER LAND PLANNING

LANDSCAPE ARCHITECTURE  
239 COBBLESTONE DRIVE  
SAN RAFAEL, CA 94903  
PHONE 415-244-2831  
INFO@WHISLERLANDPLANNING.COM

## ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID:

RETAILER	DATE
SBWR - SOUTH BAY WATER RECYCLING	DATE

GENERAL NOTES:  
THIS DRAWING ENCLOSED (SPECIAL DESIGN, ARRANGEMENTS, PLANS AND SPECIFICATIONS) WHICH ARE PREPARED BY DEVCON CONSTRUCTION INC. AND WHICH WERE DESIGNED, CREATED, CHECKED AND DEVELOPED FOR USE ONLY IN CONNECTION WITH THE SPECIFIC PROJECT AND TRANSFER OF ANY RIGHTS THEREIN IS HEREBY OR DEEMED TO BE TRANSFERRED TO THE OWNER. THE DRAWING IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART, OR IN ANY MANNER OR FOR ANY PURPOSE, WITHOUT THE WRITTEN PERMISSION OF DEVCON CONSTRUCTION INC. THE DRAWING IS NOT TO BE REPRODUCED OR COPIED IN WHOLE OR IN PART, OR IN ANY MANNER OR FOR ANY PURPOSE, WITHOUT THE WRITTEN PERMISSION OF DEVCON CONSTRUCTION INC.

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## REVISIONS

NO.	DATE	DESCRIPTION	BY
12/18/2024	PLANNING DEPT. RESPONSE 2	PW	
01/23/2025	PLANNING DEPT. RESPONSE 3	PW	
02/27/2025	PLANNING DEPT. RESPONSE 4	PW	

## IRRIGATION PLAN

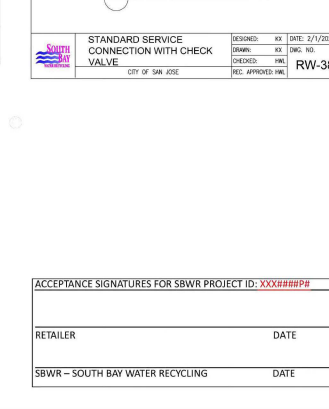
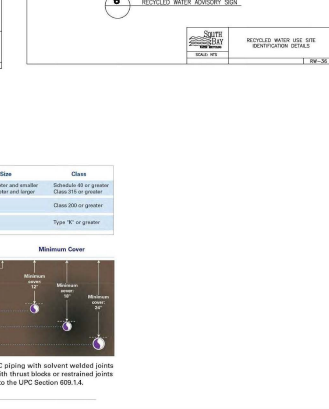
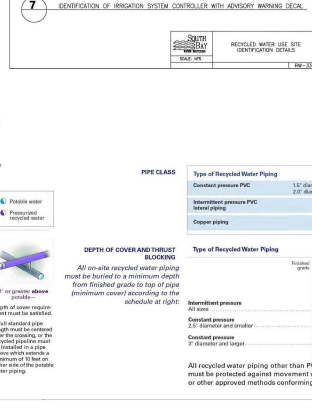
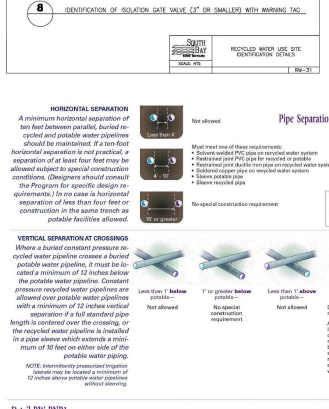
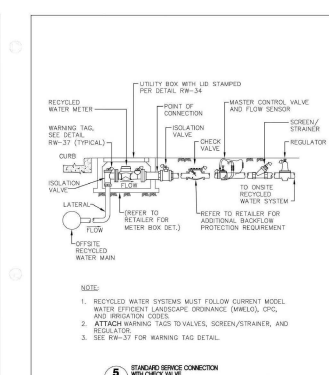
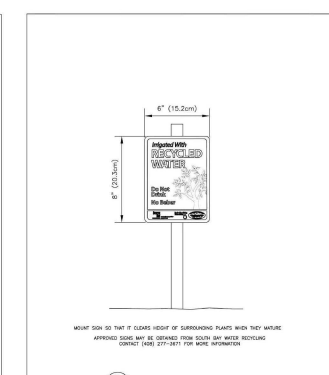
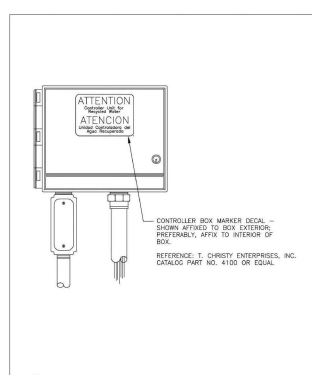
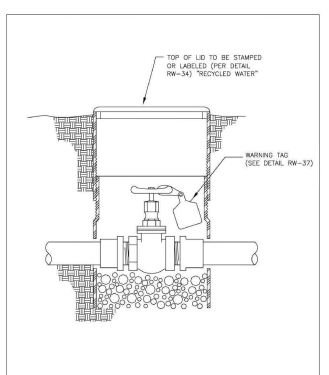
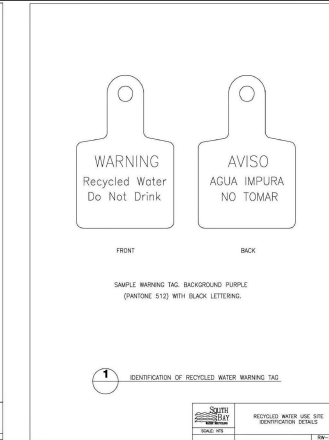
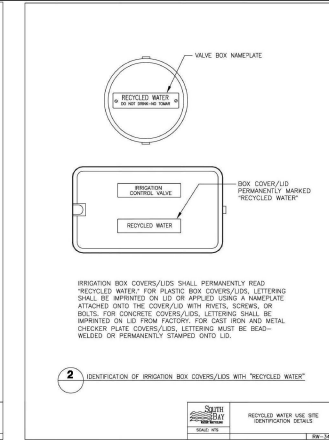
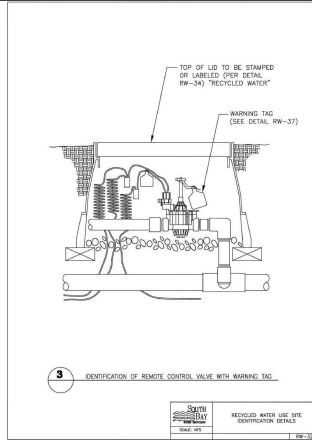
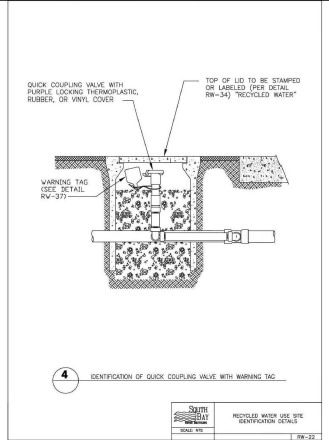
JOB NO. 24-072	SHEET NO.
DATE: 02/27/2025	
DRAWN: PW	
CHECKED: AB	
ISSUE: PLANNING RESP. 4	OF SHEETS

L2.1

840 PARKER STREET  
SANTA CLARA, CA 95050



**WHISLER**  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
259 COBBLESTONE DRIVE  
SAN RAFAEL, CA 94903  
PHONE 415-244-2831  
INFO@WHISLERLANDPLANNING.COM

[illegible]

**GENERAL NOTES:**  
CONTRACTOR SHALL FIELD VERIFY ALL JOB CONDITIONS AND DIMENSIONS. VARIATIONS THEREOF FROM THE DRAWINGS MUST BE REPORTED TO THE ARCHITECT.

THIS DRAWING EMBODIES IDEAS, DESIGNS, ARRANGEMENTS, PLANS AND SPECIFICATIONS WHICH ARE PROPRIETARY TO DEVCON CONSTRUCTION, INC. AND WHICH HAVE BEEN INVENTED, CREATED, DEVELOPED AND DEVELOPED FOR USE SOLELY IN CONNECTION WITH THE SPECIFIED PROJECT. NO TRANSFER OF ANY RIGHTS THEREIN IS INTENDED OR EFFECTED BY DELIVERY HEREOF, AND EXCEPT UPON THE WRITTEN PERMISSION OF DEVCON CONSTRUCTION INC., THE DRAWING IS NOT TO BE DISCLOSED TO OTHERS, REPRODUCED OR COPIED IN WHOLE OR IN PART, OR FOR USE IN THE FABRICATION OR CONSTRUCTION OF BUILDINGS, STRUCTURES, FOUNDATIONS, OR ANY PORTIONS THEREOF, FOR OTHER THAN THE SPECIFIED PROJECT.

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## REVISIONS

NO.	DATE	DESCRIPTION	BY
	12/18/2024	PLANNING DEPT. RESPONSE 2	PW
	01/23/2025	PLANNING DEPT. RESPONSE 3	PW
	02/27/2025	PLANNING DEPT. RESPONSE 4	PW

SBWR RECYCLED WATER  
DETAILS & NOTES

JOB NO. 24-072	SHEET NO.  <div style="font-size: 2em; font-weight: bold;">L2.2</div> OF SHEETS
DATE : 02/27/2025	
DRAWN: PW	
CHECKED: AB	
ISSUE: PLANNING RESP. 4	

## L2.2

### Installation and Construction Inspection

**Installation criteria**

**PIPE IDENTIFICATION**

All new piping, whether for a new or retrofitted system, must be installed according to the approved plans and marked per these requirements to clearly distinguish between recycled water and potable water systems.

**Identification of Buried Recycled Water Lines** The use of purple colored piping with continuous wording "RECYCLED WATER--DO NOT DRINK" printed on opposite sides of the pipe is the preferred method for identification of new buried recycled water piping. Low-pressure materials/instrumentation-pressure lines must be laid with wording facing upwards.

An acceptable alternative of new buried recycled water lines (contaminant-free materials) on three (3) minimum width, double marking lines with one inch black ink while ensuring labeling facing the correct side of the pipe. "RECYCLED WATER--DO NOT DRINK" This new mark run continuously on top of all piping. Minimum and maximum marking must be identified to ensure the marking is placed on the correct side of the pipe.

Marking tape must extend to all valve boxes and/or valve and exposed piping.

**Identification of Existing Buried Recycled Water Lines** Existing buried piping which will be converted to recycled water use must not be marked unless the piping becomes exposed, such as during installation of new piping or maintenance of existing pipe. The exposed section must be marked as indicated above for new piping.

**Identification of Above Ground Recycled Water Lines** All above ground recycled water pipelines, whether new or existing, must be labeled with the words "RECYCLED WATER--DO NOT DRINK" and color coded purple to differentiate recycled water pipelines from potable water pipelines. If purple identification tape is used to label the pipe inside valve boxes, the tape must be adhesive, permanent, and resistant to environmental conditions. Purple bands may also be painted around the circumference of the pipe at ten-foot intervals for color-coding. Purple PVC pipe is not an acceptable alternative for color-coding because the purple color will fade when exposed to sunlight.

**Identification of Recycled Water Lines Inside Structures** Exposed, but not contained, recycled water lines inside of structures, such as copper or galvanized piping, may not be used in a structure with a piping system to reuse recycled water, must be identified per the "DO NOT DRINK" with the appropriate identification tape. The color must be purple. "RECYCLED WATER--DO NOT DRINK" minimum-pressure lines inside a structure must be identified by adhesive and permanent marking. The marking must be on the piping change direction. These should be marked to be visible to the user and not be in the way of the piping. The marking must be on the piping change direction. These should be marked to be visible to the user and not be in the way of the piping.

**VALVE BOXES**

All remote control valves, isolation valves, pressure-reducing valves, and air valves for on-site recycled water systems must be installed on the ground in a valve box. Green, black, or purple valve boxes and lids are acceptable.

**QUICK COUPLING VALVES**

New quick coupling valves must be made specifically for recycled water use.

**OTHER VALVES AND DEVICES**

Isolation valves: New and existing isolation valves must be installed in a marked valve box with a recycled water identification tag on the valve. Signs to be on the valve opening is too deep to reach, at the top of the valve box exterior.

Remote Control Valves: New and existing remote control valves must be installed in a marked valve box with a recycled water identification tag on the valve.

Pressure Regulating Valves and Strainers: New and existing pressure regulating valves and strainers must be installed in a marked valve box with a recycled water identification tag on the valve.

Water Meters, Pumps, Pump Control Valves, Air/Vacuum Relief Valves: All of these recycled water devices must be tagged with a recycled water identification tag.

Recycled Water Redlines Presentation Devices: If applicable, these devices must be tagged with a recycled water identification tag.

Potable Water System Devices: At recycled water use sites where potable water is used, all potable water meters and above grade water devices, such as backflow prevention devices and hose bibs, must be tagged or labeled with potable water identification tags or labels.

Recycled water identification tags and strainers must be made of plastic or plastic coated.

Identification tags and strainers must be made of plastic or plastic coated.

Design, Installation & Inspection 10

Design, Installation & Inspection 10

### Installation and Construction Inspection

**IRIGATION CONTROLLERS**

New recycled water system controllers must be identified by affixing a sticker or "nameplate" to the outside of the controller cabinet, the inside of the controller cabinet, or the outside of the controller cabinet enclosure. Stickers or nameplates must be waterproofed, and must contain wording in English and Spanish indicating that the controller is for a recycled water system.

**IRIGATION SYSTEMS AT FOUNTAIN BUILT BY THE CITY OF SAN JOSE**

All new recycled water system controllers must be identified by affixing a sticker or "nameplate" to the outside of the controller cabinet, the inside of the controller cabinet, or the outside of the controller cabinet enclosure. Stickers or nameplates must be waterproofed, and must contain wording in English and Spanish indicating that the controller is for a recycled water system.

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Design, Installation & Inspection 10

Design, Installation & Inspection 10

### Installation and Construction Inspection

**CONSTRUCTION INSPECTION**

The RWBCB requires that the Program, the agency responsible for approving the plans (e.g. City of Milpitas, City of Santa Clara, or the project representative) conduct on-site inspections during the construction phase to ensure that materials, installation and procedures are in accordance with the approved plans, specifications, and all applicable regulations. Accordingly, the customer must notify the responsible agency mentioned above of the schedule for all phases of planning, construction and start-up on the inspection. This test is to ensure the absolute separation of the recycled water and potable water systems. The customer must notify the agency responsible for approving the plans at least 48 hours prior to the test or the test must be conducted by the agency responsible for approving the plans.

**CROSS-CONNECTION TEST**

The customer must conduct a cross-connection test (and the customer's site must pass this test) before connecting the customer's recycled water irrigation system to the Water Reclaimer's recycled water system at any use where both recycled and potable water are present in separate piping systems. This test is to ensure the absolute separation of the recycled water and potable water systems. The customer must notify the agency responsible for approving the plans at least 48 hours prior to the test or the test must be conducted by the agency responsible for approving the plans.

**RECORD DRAWINGS**

The customer is responsible for maintaining and updating the record drawings to show the recycled water irrigation system as constructed. These drawings must include all changes to the plan, construction, and all applicable regulations. The customer must notify the agency responsible for approving the plans at least 48 hours prior to the test or the test must be conducted by the agency responsible for approving the plans.

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Design, Installation & Inspection 10

Design, Installation & Inspection 10

### Installation and Construction Inspection

**FINAL INSPECTION AND APPROVAL TO RECEIVE RECYCLED WATER**

The RWBCB requires that the Program, the agency responsible for approving the plans (e.g. City of Milpitas, City of Santa Clara, or the project representative) conduct on-site inspections during the construction phase to ensure that materials, installation and procedures are in accordance with the approved plans, specifications, and all applicable regulations. Accordingly, the customer must notify the responsible agency mentioned above of the schedule for all phases of planning, construction and start-up on the inspection. This test is to ensure the absolute separation of the recycled water and potable water systems. The customer must notify the agency responsible for approving the plans at least 48 hours prior to the test or the test must be conducted by the agency responsible for approving the plans.

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Design, Installation & Inspection 10

Design, Installation & Inspection 10

## PARKER STREET IMPROVEMENTS

840 PARKER STREET  
SANTA CLARA, CA 95050

**CONSTRUCTION INCORPORATED**

600 Gibraltar Drive  
Milpitas, California 95035  
(408) 942-8200  
LIC. 9395163

**JOSEPH J. ALBANESE, INC.**  
GETTING IT DONE SAFELY

**WHISLER LAND PLANNING**  
LANDSCAPE ARCHITECTURE  
239 COBBLESTONE DRIVE  
SAN RAFAEL, CA 94903  
PHONE: 415-244-2631  
INFO@WHISLERLANDPLANNING.COM

**ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID:**

**RETAILER** \_\_\_\_\_ **DATE** \_\_\_\_\_

**SBWR - SOUTH BAY WATER RECYCLING** \_\_\_\_\_ **DATE** \_\_\_\_\_

**REVISIONS**

NO.	DATE	DESCRIPTION	BY
12/18/2024	PLANNING DEPT. RESPONSE 2	PW	
01/23/2025	PLANNING DEPT. RESPONSE 3	PW	
02/27/2025	PLANNING DEPT. RESPONSE 4	PW	

## 1 IRRIGATION INSTALLATION, CONSTRUCTION & INSPECTION CRITERIA

### Operations & Maintenance

General Requirements for Operation & Maintenance of a Recycled Water System

**PERMIT REQUIRE**

Prior to receiving recycled water service, the customer must be issued a 120 day temporary recycled water permit by the Program after meeting the requirements established in Section 2 - Design, Installation and Inspection. The customer must designate a representative who is responsible for attending the Site Supervisor Certification Training before the temporary permit expires. Once a Site Supervisor has attended the training, the Program will issue the customer a permanent Recycled Water Permit.

**SITE SUPERVISOR DESIGNATION**

The customer must designate a representative to be the Site Supervisor of the recycled water use site. The Site Supervisor represents the customer, whether a manager or a liaison to the Program and the Water Reclaimer. The Site Supervisor must have the authority to carry out any requirements of the Program and the Water Reclaimer. It is recommended that the Site Supervisor be an employee who is permanently stationed at the use site. As a minimum, the Site Supervisor must make frequent visits to the use site.

**SITE SUPERVISOR TRAINING**

The designated Site Supervisor must attend a Site Supervisor Certification Workshop, provided by the Program, within the first 120 days of receiving recycled water service. Failure to attend the Site Supervisor Certification Workshop may result in the termination of recycled water service.

**CHANGING THE SITE SUPERVISOR**

The customer must notify the Program immediately of any change in personnel for the site. If the designated Site Supervisor is unavailable, the new Site Supervisor must attend a Site Supervisor Certification Workshop within 120 days of the position change. Failure to attend the Site Supervisor Certification Workshop may result in the termination of recycled water service.

**CRITERIA FOR CHANGING THE SITE SUPERVISOR**

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Design, Installation & Inspection 10

Design, Installation & Inspection 10

## 2 IRRIGATION OPERATIONS AND MAINTENANCE REQUIREMENTS /PLAN

### Operations and Maintenance

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Design, Installation & Inspection 10

Design, Installation & Inspection 10

## 3 OPERATIONS AND MAINTENANCE REQUIREMENTS /PLAN

### Operations and Maintenance

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Design, Installation & Inspection 10

Design, Installation & Inspection 10

## 4 OPERATIONS AND MAINTENANCE REQUIREMENTS /PLAN

### Operations and Maintenance

General Requirements for Operation & Maintenance of a Recycled Water System

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**CHANGING THE SITE SUPERVISOR**

The customer must notify the Program immediately of any change in personnel for the site. If the designated Site Supervisor is unavailable, the new Site Supervisor must attend a Site Supervisor Certification Workshop within 120 days of the position change. Failure to attend the Site Supervisor Certification Workshop may result in the termination of recycled water service.

**CRITERIA FOR CHANGING THE SITE SUPERVISOR**

The designated Site Supervisor must attend a Site Supervisor Certification Workshop, provided by the Program, within the first 120 days of receiving recycled water service. Failure to attend the Site Supervisor Certification Workshop may result in the termination of recycled water service.

Design, Installation & Inspection 10

Design, Installation & Inspection 10

## 5 OPERATIONS AND MAINTENANCE REQUIREMENTS /PLAN

### Operations and Maintenance

General Requirements for Operation & Maintenance of a Recycled Water System

**PERMIT REQUIRE**

Prior to receiving recycled water service, the customer must be issued a 120 day temporary recycled water permit by the Program after meeting the requirements established in Section 2 - Design, Installation and Inspection. The customer must designate a representative who is responsible for attending the Site Supervisor Certification Training before the temporary permit expires. Once a Site Supervisor has attended the training, the Program will issue the customer a permanent Recycled Water Permit.

**SITE SUPERVISOR DESIGNATION**

The customer must designate a representative to be the Site Supervisor of the recycled water use site. The Site Supervisor represents the customer, whether a manager or a liaison to the Program and the Water Reclaimer. The Site Supervisor must have the authority to carry out any requirements of the Program and the Water Reclaimer. It is recommended that the Site Supervisor be an employee who is permanently stationed at the use site. As a minimum, the Site Supervisor must make frequent visits to the use site.

**SITE SUPERVISOR TRAINING**

The designated Site Supervisor must attend a Site Supervisor Certification Workshop, provided by the Program, within the first 120 days of receiving recycled water service. Failure to attend the Site Supervisor Certification Workshop may result in the termination of recycled water service.

**CHANGING THE SITE SUPERVISOR**

The customer must notify the Program immediately of any change in personnel for the site. If the designated Site Supervisor is unavailable, the new Site Supervisor must attend a Site Supervisor Certification Workshop within 120 days of the position change. Failure to attend the Site Supervisor Certification Workshop may result in the termination of recycled water service.

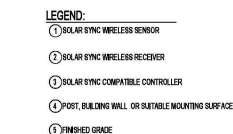
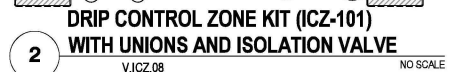
**CRITERIA FOR CHANGING THE SITE SUPERVISOR**

The designated Site Supervisor must attend a Site Supervisor Certification Workshop, provided by the Program, within the first 120 days of receiving recycled water service. Failure to attend the Site Supervisor Certification Workshop may result in the termination of recycled water service.

Design, Installation & Inspection 10

Design, Installation & Inspection 10

① HUNTER REMOTE CONTROL VALVE (IC2) WITH FILTER REGULATOR	⑦ PVC SLP X FXT UNION
② IRRIGATION VALVE BOX: HEAT STAMP LID WITH RCV IN 2" LETTERS	⑧ ISOLATION VALVE, SIZE AND TYPE PER PLAN
③ WATERPROOF CONNECTORS (2)	⑨ BRICK SUPPORTS (4)
④ 18"-24" COILED WIRE TO CONTROLLER	⑩ FILTER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
⑤ FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH)	⑪ 3/4" WASHED GRAVEL - 4" MIN. DEPTH
⑥ SCH. 80 CLOSE NIPPLE, MATCH SIZE TO VALVE	⑫ IRRIGATION LATERAL
	⑬ MAINLINE LATERAL AND FITTINGS



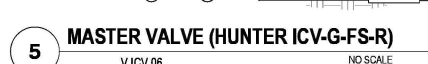
DETAIL LEGEND:

① HUNTER HC FLOWMETER WITH UNION      ⑦ MAIN LINE TO SYSTEM (SEE LEGEND)

- |   |  |
|---|--|
| 1 HUNTER HC FLOW METER WITH UNION CONNECTIONS   | 7 MAIN LINE TO SYSTEM (SEE LEGEND AND PLANS FOR TYPE AND SIZE)   |
| 2 SCH 80 PVC FEMALE ADAPTER (8 X 12)  | 8 TWO WIRES TO FLOW SENSOR TERMINAL AT CONTROLLER, MIN. 18 AWG-UP (2.08 mm <sup>2</sup> ) SHIELDED WIRE (SEE LEGEND FOR WIRE FROM CONTROL/Common WIRE) |
| 3 RECTANGULAR VALVE BOX (PER DETAIL)  | 9 WEATHERPROOF WIRE CONNECTOR  |
| 4 SCH 80 PVC 45 DEGREE ELBOW (3 X 5) TO LOWER MAIN LINE TO PROPER DEPTH OF LARGER MAIN LINE (AS NEEDED) | 10 FINISH GRADE  |
| 5 SCH 80 PVC 45 DEGREE ELBOW (3 X 5) DEPTH  | 11 SPECIFIED SOIL COVER (SEE LEGEND)   |
| 6 2" DIA. (50 mm) MAIN LINE AT INLET & OUTLET   | 12 COMMON BRIGHT   |
|   | 13 GRAVEL BASE, 6" (15 cm) DEEP  |



(1) HUNTER REMOTE CONTROL VALVE (RCV) WITH FLOW CONTROL	(7) P/V SPC X FPT UNION
(2) IRRIGATION VALVE BOX HEAT STAMP LID WITH RCV IN "Z" LETTERS	(8) BRICK SUPPORTS (4)
(3) WATERPROOF CONNECTORS (2)	(9) FIBER FABRIC - WRAP TWICE AROUND BRICK SUPPORTS
(4) 18" 24" COILED WIRE TO CONTROLLER	(10) 3/4" WASHED GRAVEL - 4" MIN. DEPTH
(5) FINISH GRADE AT ADJACENT SURFACE (TURF OR MULCH)	(11) IRRIGATION LATERAL
(6) SCH. 80 CLOSE NIPPLE. SIZE PER RCV	(12) MANLINE AND FITTINGS



Enter value in Pale Blue Cells		
Tan Cells Show Results		
Messages and Warnings		
Click on the blue cell on right to Pick City Name ET <sub>2</sub> of City from Appendix A	45.30	Name of City Santa Clara ET <sub>2</sub> (inches/year)
Enter total landscape including SLA	2,920.00	LA (ft <sup>2</sup> )
Enter Special Landscape Area	0.00	SLA (ft <sup>2</sup> )
Results:		
MAWA = (ET <sub>2</sub> ) x (0.62) x [(0.7 x LA)+(0.3 x SLA)]	57 415.96	Gallons
	7 675.42	Cubic Feet
	76.75	HGF
	0.18	Acre-feet
	0.06	Millions of Gallons

**Equation:**  

$$ETWU = (ET_n) \times (0.62) \times [(PF \times HA/E) + SLA]$$

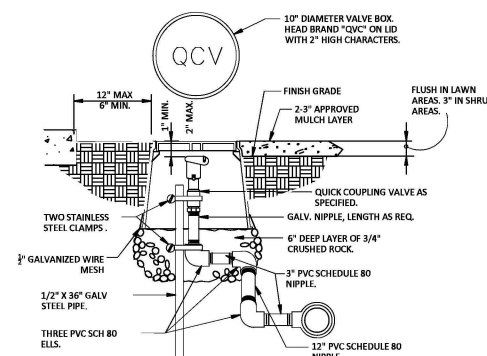
Enter Irrigation Efficiency (equal to or greater than 0.71)		0.30
Irrigation Efficiency Default Value		0.71

Plant Water Use Type	Plant Factor
Low	0 - 0.3
Medium	0.4 - 0.6
High	0.7 - 1.0
SLA	1.00

[illegible]

Results			
A =	57,416	ETWU =	34,663
			4,634
			46
			0.11
			0.03
			Gallons
			Cubic Feet
			HCF
			Acre-feet
			Millions of Gallons

### 1 IRRIGATION WATER USE CALCULATIONS



840 PARKER STREET  
SANTA CLARA, CA 95050



CONSTRUCTION  
INCORPORATED

690 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic.  
#399163

LAND PLANNING  
LANDSCAPE ARCHITECTURE

259 COBBLESTONE DRIVE  
SAN RAFAEL, CA 94903  
PHONE 415-244-2831  
INFO@WHISLERLANDPLANNING.COM

ACCEPTANCE SIGNATURES FOR SBWR PROJECT ID: \_\_\_\_\_

RETAILER \_\_\_\_\_ DATE \_\_\_\_\_

SBWR – SOUTH BAY WATER RECYCLING DATE

**GENERAL NOTES:**  
CONTRACTOR SHALL FIELD VERIFY ALL JOB CONDITIONS AND DIMENSIONS. VARIATIONS THEREOF  
THE CONTRACTOR MUST BE REPORTED TO THE ARCHITECT.

DETAILS INDICATED ON THE DRAWINGS ARE REPRESENTATIVE AND TYPICAL. ALL ATTACHMENTS & CONNECTIONS SHALL CONFORM TO BEST PRACTICE AND SHALL BE THE CONTRACTORS RESPONSIBILITY.

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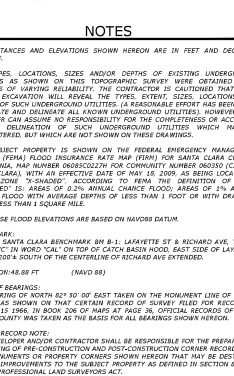
## REVISIONS

NO.	DATE	DESCRIPTION
	12/18/2024	PLANNING DEPT. RESPONSE 2
	01/23/2025	PLANNING DEPT. RESPONSE 3
	02/27/2025	PLANNING DEPT. RESPONSE 4

## IRRIGATION DETAILS & WATER USE CALCULATIONS

JOB NO. 24-072	SHEET NO.
DATE : 02/27/2025	
DRAWN: PW	
CHECKED: AB	
ISSUE: PLANNING RESP. 4	

## L2.4



**CONSTRUCTION  
INCORPORATED**

600 Gibraltar Drive  
Milpitas, California 95035  
(408)942-0200 Fax: (408)942-1653

SEAL



05/21/2024  
DATE

PREPARED BY OR UNDER THE SUPERVISION OF  
KELLY S. JOHNSON 01/26  
KJOHNSON@KRWRIGHT.COM

[illegible]

JOB NO. A24111-000	SHEET NO.
DATE: 02/27/25	<div>C1.0</div> <div>01 OF 7 SHEETS</div>
DRAWN: CB	
CHECKED: MK	
ISSUE: PLANNING	



840, 868 & 870 PARKER STREET  
SANTA CLARA, CA 95050



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# PRELIMINARY GRADING AND DRAINAGE PLAN

JOB NO. A24111-000

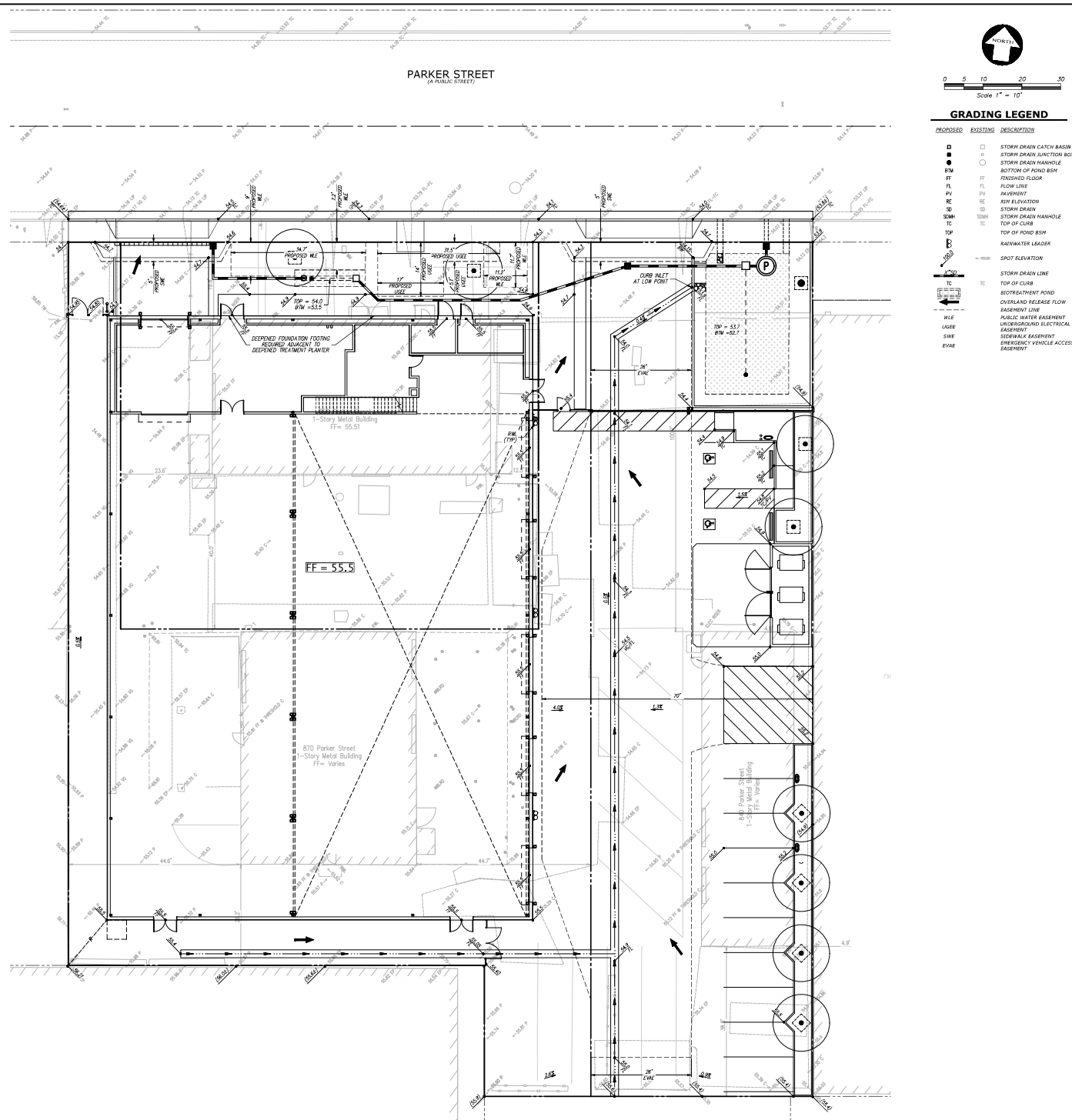
SHEET NO.

DATE:	02
DRAWN:	CE

CHECKED: MK
ISSUE: PLANNING

### C3.0

03 OF 7 SHEETS





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INCORPORATED

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Milpitas, California 95035  
(408)942-4020 Lic. #589163

CONSTRUCTION  
INCORPORATED

600 Gibraltar Drive  
Milpitas, California 95035  
415/945-2000, Fax: 415/945-1600

●	SANITARY SEWER MANHOLE
□	STORM DRAIN CATCH BASIN
●	STORM DRAIN JUNCTION BOY
●	STORM DRAIN MANHOLE
FS	FIRE SERVICE LINE
IE	INVERT ELEVATION
RE	RIM ELEVATION
SS	SANITARY SEWER LINE
<u>A" SD</u>	STORM DRAIN LINE
N	WATER LINE
---	EASEMENT LINE
WLE	WATER LINE EASEMENT
UGER	UNDERGROUND ELECTRICAL EASEMENT
SWE	SIDEWALK EASEMENT
EVE	EMERGENCY VEHICLE ACCESS EASEMENT

1. ALL ON-SITE STORMWATER DRAIN INLETS SHALL HAVE "NO DUMPING - FLOWS TO RAY"
2. NEW STORM DRAIN MAIN INSTALLATION ALONG PARKER STREET SHALL BE INSTALLED AS FAIR SHARE DEVELOPMENT WITH NEIGHBORING OWNERS.

## GENERAL NOTES

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## REVISIONS

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## PRELIMINARY UTILITY PLAN

JOB NO. A24111-000	SHEET NO.
DATE: 02/27/25	<div>C4.0</div> <div>04 OF 7 SHEETS</div>
DRAWN: CB	
CHECKED: MK	
ISSUE: PLANNING	

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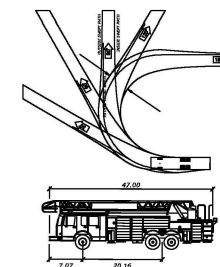
680 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic. #589183

CONSTRUCTION  
INCORPORATED

680 Gibraltar Drive  
Milpitas, California 95035  
(408)942-8200 Lic. #369163

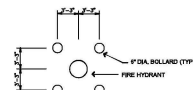
1. EMERGENCY VEHICLE ACCESS EASEMENTS SHALL BE PROVIDED WITH ASPHALT OR REINFORCED CONCRETE, BOTH OF WHICH SHALL SUPPORT THE MINIMUM REQUIRED LOAD OF 75,000 LBS.
2. CURB SPANS DESIGNATED WITH RED MARKINGS INDICATE FIRE LANE IDENTIFICATION AND PARKING RESTRICTIONS FOR FIRE APPARATUS ACCESS ROADS. THESE ROADWAYS SHALL BE PROVIDED WITH RED CURB MARKINGS INDICATING "NO PARKING - FIRE LANE" IN ACCORDANCE WITH FIGURE 7 OF THE S.C.D.'S FIRE-APPROXIMATE APPARATUS ACCESS REQUIREMENTS DOCUMENT.
3. TREES DO NOT INTERFERE WITH AERIAL LADDER TRUCKS.
4. ALL BUILDINGS ARE 15'0" OR LESS FROM AN EGRESS FIRE-APPROXIMATE LANE.
5. ALL ACCESS ROADS SHALL HAVE AN UNSTRUCTURED TURNAROUND OF NOT LESS THAN 42 FEET BY 12 FEET INCHES. AERIAL APPARATUS ACCESS ROADS MAY REQUIRE ADDITIONAL VEHICLE CLEARANCE.
6. DEAD-END FIRE-APPROXIMATE ROAD NO MORE THAN 150 FEET IN LENGTH OR MORE THAN FOUR CURB REINFORCEMENTS TO THE ROADWAY SHALL BE PROVIDED WITH AN APPROVED TURNAROUND THAT ADDRESSES TO APPROXIMATE 2 FIGURE 7 OF THE CALIFORNIA FIRE-APPROXIMATE APPARATUS ACCESS REQUIREMENTS DOCUMENT.

— FS —	WATER LINE
	FIRE HYDRANT
	POST INDICATOR VALVE
	FIRE DEPARTMENT CONNECTION
----	EASEMENT LINE
EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
WLE	PUBLIC WATER EASEMENT
UGE	UNDERGROUND ELECTRICAL EASEMENT
SWE	SIDEWALK EASEMENT
	FIRE TURN AROUND
	AIRIAL ACCESS
----	EVAE AREA



## NOT TO SCALE

1. BOLLARDS TO BE CONSTRUCTION OF STEEL, 6" IN DIAMETER AND FILLED WITH CONCRETE.
2. BOLLARDS TO BE SPACED NOT LESS THAN 6'-6" FT. BETWEEN POSTS ON CENTER.
3. BOLLARDS TO BE SET NOT LESS THAN 3 FT. DEEP IN A CONCRETE FOOTING NOT LESS THAN 18" IN DIAMETER.
4. BOLLARDS TO BE SET WITH THE TOP OF THE POSTS NOT LESS THAN 3 FT. ABOVE GROUND.
5. BOLLARDS TO BE LOCATED NOT LESS THAN 3 FT. FROM THE PROTECTED OBJECT.



## NOT TO SCALE

GENERAL NOTES:

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## REVISIONS

NO.	DATE	DESCRIPTION	
	02/27/25	PLANNING DEPARTMENT RESPONSE 3	

# PRELIMINARY SITE FIRE ACCESS PLAN

JOB NO. A24111-000	SHEET NO.
DATE: 02/27/25	<div style="font-size: 48pt; text-align: center;">C6.1</div> <div style="text-align: center;">02 OF 7 SHEETS</div>
DRAWN: CB	
CHECKED: MK	
ISSUE: PLANNING	

## C6.1

02 OF 7 SHEETS

**FIRE TECH**  
INCORPORATED  
4231 Tanager Terrace • Fremont, CA 94555  
Tel: (510) 509-2275 • Fax: (510) 896-8571  
email: [Sarena@FireTech.com](mailto:Sarena@FireTech.com)

FIRE FLOW ANALYSIS  
FOR  
840 PARKER STREET  
SANTA CLARA, CA

**Bidding Information:**

- Bldg. Const. Type: Type V-B
- Total Area: 19,897 sf (Includes Mezz. area)
- Occupancy Use: S-1
- Height: 36'-4" ft (Roof)— Measured from grade plane

Analysis based on CFC 2022 and Santa Clara Fire Dept. Municipal Fire & Environmental Code:

§0.470 Appendix B – Fire-flow requirements for buildings.  
 (b) California Fire Code Appendix B, Fire-flow requirements for buildings, is hereby added in its entirety as amended below:

California Fire Code Section B105.2 is hereby amended to read:

5.2 Buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses. The minimum fire-flow and flow duration for buildings other than one- and two-family dwellings, Group R-3 and R-4 buildings and townhouses shall be as specified in Tables B105.1(2) and B105.2.

maximum fire flow reduction for all commercial buildings greater than 30,000 square feet and residential podium buildings shall not exceed 25 percent of the fire flow specified in Table B105.1(2). The maximum fire flow reduction for other buildings shall not exceed 50 percent of the fire flow specified in Table B105.1(2).

CEC 2022 edition Table B105.1(2):

Required fire flow: 3,750 gpm (before allowable reduction is applied)

- Santa Clara Fire Department allows a 50% reduction in fire flow when bldg. total area is less than 30,000 sf if provided entirely with a fire sprinkler system.

Final required fire flow: 1.875 gpm at 20 psi





**CONSTRUCTION  
INCORPORATED**

660 Gibraltar Drive  
Milpitas, California 95035  
(408)943-6200    te. 408/91183

10 Gibraltar Drive  
Irvine, California 92635  
(619) 442-8200 Lic. #399163



### LEGEND

- |   | TRIIBUTARY AREA LIMITS            |
|---|-----------------------------------|
|  | BIO-RETENTION TREATMENT AREA      |
| <b>DMA</b>  | DRAINAGE MANAGEMENT AREA          |
| <b>TCM</b>  | TREATMENT CONTROL MEASURE         |
|  | RUNOFF FLOW DIRECTION             |
| -----   | EASEMENT LINE                     |
| <b>W/E</b>  | PUBLIC WATER EASEMENT             |
| <b>U/E</b>  | UNDERGROUND ELECTRICAL EASEMENT   |
| <b>SWE</b>  | SIDEWALK EASEMENT                 |
| <b>EVAE</b>   | EMERGENCY VEHICLE ACCESS EASEMENT |

### TREATMENT PLANT PALETTE

1. *CHONDROPETALUM TECTORUM*, CAPE RUSH
2. *JUNCUS PATENS*, CALIFORNIA GRAY RUSH

**DURING THE BEGINNING OF CONSTRUCTION, THE PROJECT APPLICANT SHALL ARRANGE FOR A SITE VISIT BY A THIRD-PARTY REVIEWER ACCEPTABLE TO THE CITY TO VERIFY THAT THE INSTALLED MEASURES HAVE BEEN INSTALLED IN ACCORDANCE WITH THE APPROVED BUILDING PLANS. THE THIRD-PARTY REVIEWER WILL RECOMMEND THE NECESSARY CHANGES OR NO ACTION. THE REVIEWER WILL PROVIDE INTERVALS OF CONSTRUCTION. THE THIRD-PARTY REVIEWER MUST BE A CIVIL ENGINEER, ARCHITECT OR LANDSCAPE ARCHITECT REGISTERED IN THE STATE OF CALIFORNIA AND MUST HAVE A CURRENT TRAINING ON STORMWATER TREATMENT DESIGN, A LIST OF QUALIFIED THIRD-PARTY REVIEWERS CAN BE FOUND ON THE [SANTA CRUZ COUNTY WATER RUNOFF POLLUTION PREVENTION PROGRAM \(SCWRP\) WEBSITE AT:](https://www.sccwrp.org/StormwaterRunoffPollutionPreventionProgram)**

<https://www.sccwrp.org/2024/11/12/updates-list-of-qualified-consultants-november-12-2024>

DMA #	TCM	TREATMENT TYPE	Total Drainage Area (SQ. FT.)	Impervious Surface Area (SQ. FT.)	Pervious Area (SQ. FT.)	Treatment Area Required (SQ. FT.)	Treatment Area Provided (SQ. FT.)	Pond Depth (ft.)
1	1	BIOTREATMENT BASIN	3,578	2,139	1,050	77		6
2	2	BIOTREATMENT BASIN	35,167	33,267	1,950	77	735	12
3	3	BIOTREATMENT BASIN	1,539	1,539	0	42	IN LIEU TREATMENT (3A)	
3A	2	BIOTREATMENT BASIN	1,539	1,539	0	42	45	6

DNA 3A INCLUDES IN-LIEU TREATMENT AREAS FOR DNA 3  
TCM 2 WILL BE SIZED TO TREAT THE OFFSITE IMPERVIOUS AREA

GENERAL NOTES:

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[illegible]

JOB NO. A24111-000

DATE: 02/27/25

DRAWN: CB

CHECKED: **MY**

CHECKED: MR
ISSUE: PLANNING

SHEET NO.

## C5.0

OF 7 SHEETS





## Agenda Report

25-382

Agenda Date: 4/9/2025

### REPORT TO DEVELOPMENT REVIEW HEARING

#### SUBJECT

PUBLIC HEARING Action on the Architectural Review (PLN24-00597) for a 395 Square-Foot First Floor Addition and 1,852 Square-Foot Second Floor Addition to an Existing One-Story Duplex Residence Resulting in two 2,331 Square-Foot Two-Story Duplex Units Located at 3245 McKinley Drive.

**File No.:** PLN24-00597

**Location:** 3245 McKinley Drive, a 7,841 square-foot lot located on the northeast side of McKinley Drive and Cronin Drive intersection; APN: 296-13-053; zoned Low Density Residential (R2).

**Applicant:** Devendra Deshwal

**Owner(s):** Mohammed Shariq

**Request:** Architectural Review for a 395 square-foot first floor addition and 1,852 square-foot second floor addition to an existing one-story duplex residence resulting in two 2,331 square-foot two-story duplex units, located at 3245 McKinley Drive

#### PROJECT DATA

The Project Data and Compliance Table is included as Attachment 2.

#### POINTS FOR CONSIDERATION

- The proposed project is in a residential tract consisting of one-story residence with commercial development across McKinley Drive. See Vicinity Map in Attachment 1.
- The site includes and existing 2,638 square-foot one-story duplex with a detached 302 square-foot one-car garage.
- Per the Santa Clara City Code 18.120.020(D)(8), the request requires Architectural Review approval through a Development Review Hearing.
- The project proposes demolition, consistent with City Code definition, although some of the existing structure would remain. The project proposes a 191 square-foot first floor addition, a 17 square-foot front porch, a 402 square-foot attached two-car garage, and a 926 square-foot second floor addition to Unit A and a 204 square-foot first floor addition, a 17 square-foot front porch, a 402 square-foot attached two-car garage, and a 926 square-foot second floor addition to Unit B, resulting in two 2,331 square-foot two-story duplex units. Each unit results in four bedrooms and 3.5 bathrooms.
- The project is consistent with the Santa Clara Single-Family and Duplex Design Guidelines (2014):
  - The design of the entry feature is designed to be in human scale and proportionate to the elevation.
  - The project proposes a second-story balcony facing McKinley Drive that meets the

maximum 4-foot depth design guideline for second-story outdoor areas.

- The project proposes a 3-foot front and rear second-story stepbacks and 18-foot corner side second-story stepbacks.
- The proposed project meets the required findings set forth in Santa Clara City Code 18.120.
- There are no active City code enforcement cases for this property.
- A neighborhood notice was distributed within a 300-foot radius of the subject site for this project review.

### **FINDINGS SUPPORTING STAFF'S RECOMMEDATION**

Granting the Architectural Review approval requires the following findings consistent with City Code Section 18.120.020(F):

- 1) *That any off-street parking area, screening strips, and other facilities and improvements necessary to secure the purpose and intent of this title and the general plan of the City area a part of the proposed development, in that:*
  - The proposal provides the required two covered parking spaces at the front of the residence with the two two-car garages.
  - The required parking spaces are not located in the required front yard or side yard landscaped areas.
  - The proposed project provides areas surfaced with all-weather materials of parking vehicles.
- 2) *That the design and location of the proposed development and its relation to neighboring developments and traffic is such that it will not impair the desirability of investment or occupation in the neighborhood, will not unreasonably interfere with the use and enjoyment of neighboring developments, and will not create traffic congestion or hazard, in that:*
  - The proposed residence would not create traffic congestion or hazards.
  - Public streets are adequate in size and design to serve the proposed two-story residence, and the use will not create a substantive increase in traffic.
- 3) *That the design and location of the proposed development is such that it is in keeping with the character of the neighborhood and is such as not to be detrimental to the harmonious development contemplated by this title and the general plan of the City, in that:*
  - The proposed project is consistent with the City's Single-Family and Duplex Design Guidelines (2014):
    - The design of the entry feature is designed to be in human scale and proportionate to the elevation.
    - The project proposes a second-story balcony facing McKinley Drive that meets the maximum 4-foot depth design guideline for second-story outdoor areas.
    - The project proposes a 3-foot front and rear second-story stepbacks and 18-foot corner side second-story stepbacks.
- 4) *That the granting of such approval will not, under the circumstances of the particular case, materially affect adversely the health, comfort or general welfare of persons residing or working in the neighborhood of said development, and will not be materially detrimental to the public welfare or injuries to property or improvements in said neighborhood, in that:*
  - The project is subject to the California Building Code and City Code requirements, which serve to regulate new construction to protect public health, safety, and general welfare.

5) *That the proposed development, as set forth in the plans and drawings, are consistent with the set of more detailed policies and criteria for architectural review as approved and updated from time to time by the City Council, which set shall be maintained in the planning division office. The policies and criteria so approved shall be fully effective and operative to the same extent as if written into and made a part of this title, in that:*

- The proposed project is consistent with the City's Single-Family and Duplex Design Guidelines (2014):
  - The project would create a residential design that is compatible in scale and character with the housing types that are typical in the neighborhood as the proposed design will have similar massing to the adjacent properties.
- The proposed expansion and addition comply with the R2 zoning district's development standards.

### **CONDITIONS OF APPROVAL**

Conditions of approval are proposed for the project and are contained in Attachment 3.

### **ENVIRONMENTAL REVIEW**

The action being considered is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(e)(1) (Class 1 - Existing Facilities), in that the proposed project is a small addition to the existing duplex residence.

### **PUBLIC CONTACT**

Public contact was made by posting the Development Review Hearing agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email [clerk@santaclaraca.gov](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

A public hearing notice was mailed to property owners within a 300-foot radius of the project site on March 27, 2025. As of the writing of this report, planning staff has not received public comments for this application.

### **RECOMMENDATION**

**Determine** the project to be categorically exempt from the California Environmental Quality Act (CEQA) formal pursuant to CEQA Guidelines Section 15301(e)(1) (Class 1 - "Existing Facilities"), and **Approve** the Architectural Review for a for a 395 square-foot first floor addition and 1,852 square-foot second floor addition to an existing one-story duplex residence resulting in two 2,331 square-foot two-story duplex units, located at 3245 McKinley Drive, subject to the findings and conditions of approval.

Prepared by: Meha Patel, Assistant Planner, Community Development Department

Approved by: Sheldon S. Ah Sing, Development Review Officer, Community Development Department

### **ATTACHMENTS**

1. Vicinity Map
2. Project Data and Compliance Table

3. Conditions of Approval
4. Development Plans

# Vicinity Map (Zoning) - 3245 McKinley Dr.



## Legend

### Residential

- R1-6L - Single Family
- R1-8L - Single Family
- R2 - Low Density Residential
- R3 - Medium Density Residential
- R4 - High Density Residential
- R5 - Very High Density Residential
- TN - Transit Neighborhood
- UC - Urban Center
- UV - Urban Village
- VR - Village Residential
- PH-R5 - Patrick Henry - Very High Density Residential
- HDF - High Density Flex
- LSAP - Lawrence Station Area Plan

### Mixed Use

- MUCC - Mixed Use Community Commercial
- MUNC - Mixed Use Neighborhood Commercial
- MURC - Mixed Use Regional Commercial
- SCS - Santa Clara Station Focus Area

### Public / Open Space

- OS - Parks/Open Space
- PQP - Public / Quasi Public

### Commercial

- CC - Community Commercial
- CN - Neighborhood Commercial
- CR - Commercial Regional

### Industrial

- HI - Industrial Heavy
- LI - Industrial Light

### Office - R&D

- HO-RD - Office/R&D-High Intensity
- LO-RD - Low-Intensity Office/R&D

### Form Based

- DNTW - Downtown

### Planned Development

- PD - Planned Development
- PD-MC - Planned Development Master Community

0 200 400  
ft



NAD\_1983\_2011\_StatePlane\_California\_III\_FIPS\_0403\_Ft\_US  
©City of Santa Clara

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

**Attachment 2: Project Data/Compliance**

**Project Address: 3245 McKinley Drive**  
**Zoning: R2**

**Project Number: PLN24-00597**

Standard	Existing	Proposed	Requirement	Complies? (Y/N)
<b>Lot Area (SF) (min):</b>	7,841	7,841	7,000	Y
<b>Building Square Footage (SF) – Unit A</b>				
<b>1<sup>st</sup> Floor:</b>	795	970	--	--
<b>2<sup>nd</sup> Floor:</b>	--	917	--	--
<b>Garage:</b>	564	402	--	--
<b>Covered Porch:</b>	105	17	--	--
<b>Total Floor Area:</b>	1,359	2,289	--	--
<b>Second Floor to First Floor</b>	--	67%		
<b>Lot Coverage</b>	1,464	1,389		
<b>Building Square Footage (SF) – Unit B</b>				
<b>1<sup>st</sup> Floor:</b>	782	970	--	--
<b>2<sup>nd</sup> Floor:</b>	--	917	--	--
<b>Garage:</b>	302	402	--	--
<b>Covered Porch:</b>	90	17	--	--
<b>Total Floor Area:</b>	1,084	2,289	--	--
<b>Second Floor to First Floor</b>	--	67%		
<b>Lot Coverage</b>	1,174	1,389		
<b>Unit A + Unit B Total Floor Area:</b>	2,443	4,578	--	--
<b>Floor Area Ratio:</b>	0.31	0.58	--	--
<b>Building Coverage (%)</b>				
<b>Total Lot Coverage:</b>	2,638	2,778	--	--
<b>Building Coverage (All):</b>	34%	35%	45% max	Y
<b>Main Building Setbacks (FT)</b>				
<b>Front (1<sup>st</sup> floor):</b>	15	15	15	Y
<b>Front (2<sup>nd</sup> floor):</b>	--	16	15	Y
<b>Left Side (1<sup>st</sup> floor):</b>	6	6	5	Y
<b>Left Side (2<sup>nd</sup> floor)''</b>	--	6	5	Y
<b>Right Corner Side (1<sup>st</sup> floor):</b>	20	20	10	Y
<b>Right Corner Side (2<sup>nd</sup> floor)''</b>	--	28	10	Y
<b>Rear (1<sup>st</sup> floor):</b>	21	10	10	Y
<b>Rear (2<sup>nd</sup> floor)''</b>	--	15	15	Y
<b>Height (FT)</b>				
<b>Main building:</b>	14' 10"	23' 10"	32'	Y
<b># of Bedrooms/Bathrooms:</b>	Unit A: 2/1 Unit B: 2/1	Unit A: 4/3 Unit B: 4/3	--	--
<b>Parking:</b>				

Standard	Existing	Proposed	Requirement	Complies? (Y/N)
Off-street	1 space per unit	2 spaces per unit	2 spaces per unit	Y
Common Living Area (SFR)	--	73%	Min 25%	Y

## Conditions of Architectural Review Approval

PLN24-00597 / 3245 McKinley Drive

**Architectural Review (PLN24-00597) for a 395 Square-Foot First Floor Addition and 1,852 Square-Foot Second Floor Addition to an Existing One-Story Duplex Residence Resulting in two 2,331 Square-Foot Two-Story Duplex Units Located at 3245 McKinley Drive**

### GENERAL

- G1. **Permit Expiration.** This Permit shall automatically be revoked and terminated if not used within **two years** of original grant or within the period of any authorized extensions thereof. The date of granting of this Permit is the date this Permit is approved by the Development Review Officer and all appeal periods have been exhausted. The expiration date is April 9, 2027.
- G2. **Conformance with Plans.** Prior to the issuance of Building Permit, the development of the site and all associate improvements shall conform to the approved plans on file with the Community Development Department, Planning Division. No change to the plans will be made without prior review by the Planning Division through approval of a Minor Amendment or through an Architectural Review, at the discretion of the Director of Community Development or designee. Each change shall be identified and justified in writing.
- G3. **Conditions on Plans.** All conditions of approval for this Permit shall be reprinted and included within the first three sheets of the building permit plan sets submitted for review and approval. At all times these conditions of approval shall be on all grading and construction plans kept on the project site.
- G4. **Code Compliance.** Comply with all requirements of Building and associated codes (the California Building Code, California Electric Code, California Mechanical Code, California Plumbing Code, California Green Building Code, the California Energy Code, etc.) current at the time of application for Building Permit, that includes grading and site utility permits.

### DESIGN / PERFORMANCE – PRIOR TO BUILDING PERMIT ISSUANCE

- P1. **Tree Replacement (On-site).** Trees permitted by the City for removal shall provide replacement on-site at a ratio of 1:1 with a minimum 15-gallon tree size. (SCC 12.35.090)
- P2. **Tree Replacement (Alternative Means).** Trees permitted by the City for removal shall be replaced at a ratio of 1:1 with a minimum 15-gallon tree size pursuant to an alternative plan approved by the Director of Community Development. (SCC 12.35.090)

### DURING CONSTRUCTION

- P3. **Construction Hours.** Construction activity shall be limited to the hours of 7:00 a.m. to 6:00 p.m. weekdays and 9:00 a.m. to 6:00 p.m. Saturdays for projects within 300 feet of a residential use and shall not be allowed on recognized State and Federal holidays.

- P4. **Construction Trash/Debris.** During construction activities, the owner or designee is responsible for collection and pick-up of all trash and debris on-site and adjacent public right-of-way.
- P5. **Landscape Water Conservation.** The owner or designee shall ensure that landscaping installation meets City water conservation criteria in a manner acceptable to the Director of Community Development.
- E1. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for construction-related water runoff measures prior to issuance of permits.

#### **OPERATIONAL CONDITIONS**

- P6. **Use of Garage.** The owner or designee shall ensure that the garage always be maintained free and clear for vehicle parking use. It shall not be used only for storage.
- P7. **Landscaping Installation & Maintenance.** The owner or designee shall ensure that the landscaping installed and accepted with this project shall be maintained on the site as per the approved plans. Any alteration or modification to the landscaping shall not be permitted unless otherwise approved by the Director of Community Development.
- P8. **Landscaping.** The owner or designee shall maintain the front yard landscaping between the house and sidewalk. New landscape areas of 500 square feet or more or rehabilitated landscape areas of 2,500 square feet or more shall conform to the California Department of Water Resources Water Efficient Landscape Ordinance.
- E2. **Stormwater Control Measures.** The owner or designee shall incorporate Best Management Practices (BMPs) into construction plans in accordance with the City's Urban Runoff Pollution Prevention Program for post-construction water runoff measures prior to issuance of a building permit.

#### **KEY:**

G = General

P = Planning Division

E = Public Works Engineering (Stormwater)

#### **ACKNOWLEDGEMENT AND ACCEPTANCE OF CONDITIONS OF APPROVAL**

*Permittee/Property Owner*

The undersigned agrees to each condition of approval and acknowledges and hereby agrees to use the project property on the terms and conditions set forth in this permit.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Relationship to Property: \_\_\_\_\_

Date: \_\_\_\_\_

Pursuant to Santa Clara City Code 18.128.100, the applicant shall return this document to the Department, properly signed and dated, within 30-days following the date of the Acknowledgement.

# REMODELING OF HOUSE

3245, MCKINLEY DR, SANTA CLARA, CA - 95051  
APN - 296-13-053

OWNER :-

SHARIQ M.

DESIGNER :-

**UNICORN STRUCTURES**  
PRINCIPAL  
DEVENDRA DESHWAL  
20801, VERDE MOOR CT  
SARATOGA, CA - 95070  
PH. NO.: 408-318-1053  
EMAIL:dsdeshwal@gmail.com

REVISIONS  
NUMBER  
DATE  
DESCRIPTION

PROJECT :  
REMODELING OF  
HOUSE  
3245 MCKINLEY DR,  
SANTA CLARA  
CA - 95051

SHEET  
TITLE:-  
COVER  
SHEET

DATE

02/26/2025

SCALE

AS SHOWN ON PLANS

SHEET

A0

## SCOPE OF WORK

1. ADDITIONS AT F.F TO HAVE 2 CAR GARAGES FOR BOTH UNITS.
2. ADDITION AT F.F & S.F FOR BOTH UNITS.
3. REMODELING OF BOTH UNITS TO INTEGRATE THE ADDITIONAL AREA WITH THE EXISTING HOUSE.

## DRAWING INDEX

A0 - COVER SHEET  
A1.1 - EXISTING SITE PLAN  
A1.2- PROPOSED SITE PLAN  
A2 -EXISTING/ DEMOLITION FIRST FLOOR PLAN  
A3.1 - PROPOSED FIRST FLOOR PLAN  
A3.2- PROPOSED SECOND FLOOR PLAN  
A4.1- EXISTING ROOFING PLAN  
A4.2- PROPOSED ROOFING PLAN  
A5.1- EXISTING ELEVATIONS  
A5.2- PROPOSED ELEVATIONS-1  
A5.3-PROPOSED ELEVATIONS-2  
A6- PROPOSED SECTIONS  
A7- PROPOSED MATERIAL DETAILS

## PROJECT DATA

LOT AREA = 7841 SQFT (0.81 ACRES)  
TOTAL LOT COVERAGE ALLOWED = 40% OF 7841 =3136

EXISTING: FLOOR PLAN:	UNIT A	UNIT B	TOTAL
FIRST FLOOR AREA	795 SQFT	782 SQFT	1577 SQFT
SECOND FLOOR AREA	795 SQFT	782 SQFT	1577 SQFT
TOTAL			
GARAGE AREA	564 SQFT	302 SQFT	866 SQFT
FRONT PORCH	105 SQFT	90 SQFT	195 SQFT
TOTAL COVERED AREA	1464 SQFT	1174 SQFT	2638 SQFT

PROPOSED			
FIRST FLOOR AREA	986 SQFT	986 SQFT	1972 SQFT
SECOND FLOOR AREA	926 SQ FT	1852 SQFT	
TOTAL	1912 SQFT	1912 SQFT	3824 SQFT
GARAGE AREA	402 SQFT	402 SQFT	804 SQFT
FRONT PORCH	17 SQFT	17 SQFT	34 SQFT
TOTAL COVERED AREA	2331 SQFT	2331 SQFT	4662 SQFT

TOTAL COVERED AREA AT F.F  
TOTAL COVERED AREA AT S.F  
RATIO OF S.F TO F.F AREA

2810 SQFT  
1852 SQFT  
65.9% < 66%

COMMON LIVING AREA- UNIT A  
COMMON LIVING AREA- UNIT B

1667 SQFT >25% OF TOTAL AREA  
1667 SQFT >25% OF TOTAL AREA

OPEN LANDSCAPE FRONT (MCKINLEY & CROMIN DR) AREA  
OPEN LANDSCAPE REAR AREA  
TOTAL LANDSCAPE AREA

2842 SQFT  
1055 SQFT  
3897 SQFT

## PROJECT INFORMATION

APN : 296-13-053  
ZONING : R2-72-DUPLEX

BEDROOMS : EXISTING 4 PROPOSED 8  
BATH : 2 3.5+3.5 (6 FULL +2 HALF)  
STORIES : 2 (EXISTING HOUSE) : 1 (ADU)  
CONSTRUCTION TYPE : V-B( NON-SPRINKLERED)  
PARKING : 2 CAR  
OCCUPANCY : R3-U- TWO FAMILY RESIDENTIAL WITH ATTACHED GARAGE

FLOOD ZONE : X

### SETBACK TABLE

	1st STOREY	2nd STOREY
FRONT	15'-0"	N/A
SIDE INTERIOR	5'-0"	N/A
SIDE CORNER	10'-0"	N/A
REAR	10'-0"	15'-0"
MAX. HEIGHT	25'-0"	

## APPLICABLE CODES

2022 California Building Code  
2022 California Residential Code  
2022 California Electrical Code  
2022 California Mechanical Code  
2022 California Plumbing Code  
2022 California Green Building Standards Code  
2022 California Fire Code  
2022 California Energy Code  
All applicable local, county & Federal codes, Laws and regulations

## GENERAL NOTES

1. ALL CONSTRUCTION SHALL COMPLY WITH ADOPTED ORDINANCES AND POLICIES OF THE GOVERNING AGENCY AND THE LATEST ADOPTED ADDITIONS OF THE FOLLOWING 2022 CALIFORNIA RESIDENTIAL AND BUILDING CODE (CBC, CBC), CALIFORNIA ELECTRICAL CODE 2022, CALIFORNIA ENERGY CODE 2022, AND 2022 CALIFORNIA GREEN BUILDING CODE.  
2. THE CONTRACTOR SHALL ERECT AND MAINTAIN, AS REQUIRED BY EXISTING CONDITIONS AND PROGRESSSES OF THE WORK, ALL THE REASONABLE SAFEGUARDS FOR SAFETY AND PROTECTION INCLUDING POSTING DANGER SIGNS AND OTHER WARNINGS AGAINST HAZARDS, PROMULGATING SAFETY REGULATIONS AND NOTIFYING OWNERS AND USERS OF ADJACENT UTILITIES.  
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF ALL DIMENSIONS, GRADES AND OTHER CONDITIONS AND HE SHALL CORRELATE ALL SUCH ITEMS AT THE JOB SITE. HE SHALL REPORT ANY DISCREPANCIES TO THE DESIGNER FOR CLARIFICATION AND/OR CORRECTION PRIOR TO BEGINNING ANY WORK.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR WORK AND COORDINATION OF ALL TRADES AND THE GOVERNING AGENCIES, AND SHALL PROVIDE ALL MATERIALS AND LABOUR SHOWN IN THESE PLANS TO RENDER THE JOB COMPLETE.

CHANGES TO THE PLAN DURING CONSTRUCTION OTHER THAN:

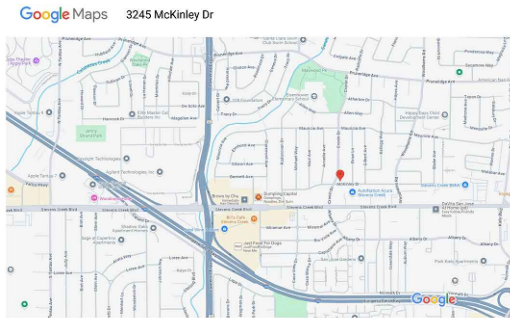
1. CABINET CHANGES WHEN NOT BEING SUPPORTED ENTIRELY BY ROOF STRUCTURE.
2. INTERIOR DOOR AND ZERO CLEARANCE FIREPLACE RELOCATION SHOWN ON THE APPROVE PLANS
3. A SINGLE NON BEARING WALL RELOCATION WHEN NOT CREATING AN ADDITIONAL ROOM AND
4. INTERIOR NON - STRUCTURAL WALL FINISHES.

SHALL CAUSE PLANS APPROVAL AND CONSTRUCTION TO BE SUSPENDED. A NEW PLAN CHECK ( FOR THE NEW PLAN CHANGES ) WILL BE SUBMITTED FOR REVIEW AND APPROVAL THROUGH THE COMMON PLAN CHECK PROCESS.

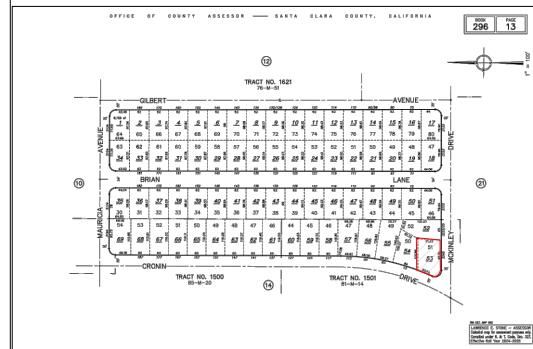
### CAL GREEN NOTES:

1. PER CALIFORNIA CIVIL CODE ARTICLE 11014.4 AND CAL GREEN SECTION 301.1 FOR ALL BUILDING ALTERATIONS OR IMPROVEMENTS TO A SINGLE FAMILY RESIDENTIAL PROPERTY. EXISTING PLUMBING FIXTURES IN THE ENTIRE HOUSE THAT DO NOT MEET COMPLAINT FLOW RATES WILL NEED TO BE UPGRADED. WATER CLOSETS WITH A FLOW RATE IN EXCESS OF 1.6gpm WILL NEED TO BE REPLACED WITH WATER CLOSETS WITH A MAXIMUM FLOW RATE OF 1.2gpm. SHOWER HEADS WITH A FLOW GREATER THAN 2.5gpm WILL NEED TO BE REPLACED WITH A MAXIMUM 1.8 gpm ( @80 psi) SHOWER HEAD. LAVATORY AND KITCHEN FAUCETS WITH A FLOW RATE GREATER THAN 2.2 gpm WILL NEED TO BE REPLACED WITH A FAUCET WITH MAXIMUM FLOW RATE OF 1.2 gpm ( @60 psi ) OR 1.8 gpm ( @60 psi FOR KITCHEN FAUCETS
2. THE SERVICE PANEL OR SUBPANEL CIRCUIT DIRECTORY SHALL IDENTIFY THE OVERCURRENTPROTECTIVE DEVICE SPACE RESERVED FOR EV CHARGING PURPOSES IN ACCORDANCE WITH THE CEC (MVC 8.20.33)

## VICINITY MAP



## APN MAP



## APPROVAL STAMP

CROMIN DR

MCKINLEY DR

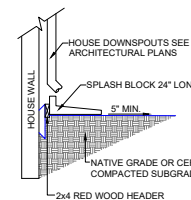
## EXISTING SITE PLAN

SCALE 1/16" = 1'

NOTES:-  
PROPERTY LINE DIMENSIONS ARE TAKEN FROM THE APN MAP

### LEGEND

- PROPERTY LINE
- SET BACK
- EXISTING WALL
- EXISTING WALL TO BE REMOVED
- NEW WALL
- NEW ADDITION
- CONCRETE (IMPERVIOUS)
- GRASS
- WOODCHIPS
- PERMEABLE PAVER BLOCKS
- 6'-0" HIGH FENCE
- FIRST FLOOR PLAN
- SECOND FLOOR PLAN



SPLASH BLOCK DETAIL  
N.T.S.

### RESIDENTIAL LANDINGS & THRESHOLDS SECTIONS R311.3 & R311.7.6

#### R311.3 FLOORS AND LANDING AT EXTERIOR DOORS:

THERE SHALL BE A LANDING OR FLOOR ON EACH SIDE OF EACH EXTERIOR DOOR. THE LANDING SHALL NOT BE LESS THAN THE DOOR SERVED. EVERY EACH WIDTH OF LANDING SHALL HAVE A MINIMUM DIMENSION OF 36 INCHES MEASURED IN THE DIRECTION OF TRAVEL. EXTERIOR LANDING SHALL BE PERMITTED TO HAVE A SLOPE NOT TO EXCEED  $\frac{1}{4}$  UNIT VERTICAL IN 12 UNITS HORIZONTAL (2PERCENT)

#### R311.3.1 FLOOR ELEVATIONS AT REQUIRED EGRESS DOORS:

LANDING OR FLOORS AT THE REQUIRED EGRESS DOORS SHALL NOT BE MORE THAN 1  $\frac{1}{2}$  INCHES LOWER THAN THE TOP OF THE THRESHOLD. EXCEPTION THE EXTERIOR LANDING OR FLOOR SHALL NOT BE MORE THAN 7  $\frac{1}{2}$  INCHES BELOW THE TOP OF THE THRESHOLD PROVIDED THE DOOR DOES NOT SWING OVER THE LANDING OR FLOOR.

#### SITE DRAINAGE & GRADING NOTES

- SPLASH BLOCK TO BE PLACED BELOW EACH DOWN SPOUT.
- THE SITE SHOULD BE FINE GRADED TO PROVIDE MIN. 5% SLOPE AWAY FROM BUILDING PERIMETER & ADJACENT PROPERTY LINES. IN NO CASE SHALL THE FINISH GRADING RESULT IN AN INCREASE IN SHEET FLOW ONTO ADJACENT PROPERTIES.
- DRAINED WATER TO BE DIRECTED TO THE LANDSCAPED AREA AT A SLOPE OF 2%.

### OWNER :-

SHARIQ M.

### DESIGNER :-

**UNICORN STRUCTURES**  
PRINCIPAL  
DEVENDRA DESHWAL  
20801, VERDE MOOR CT  
SARATOGA, CA - 95070  
PH. NO.: 408-318-1053  
EMAIL: dsdeshwal@gmail.com

### REVISIONS

NUMBER	DESCRIPTION

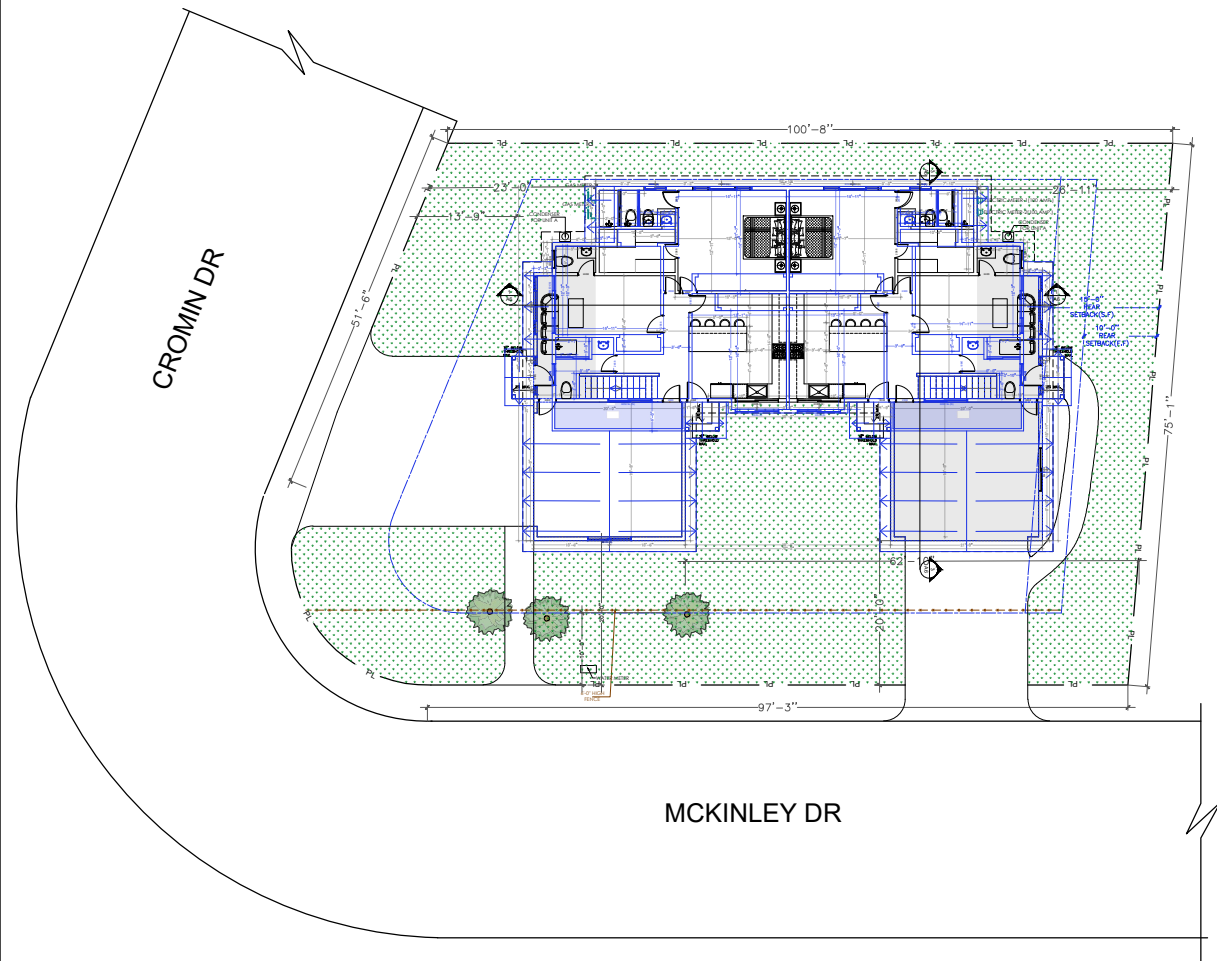
### PROJECT :

REMODELING OF  
HOUSE  
3245 MCKINLEY DR,  
SANTA CLARA  
CA - 95051

### SHEET TITLE:-

EXISTING  
SITE PLAN

DATE
02/26/2025
SCALE
AS SHOWN ON PLANS
SHEET
A1.1

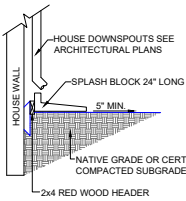


**PROPOSED SITE PLAN**  
SCALE 1/16" = 1'

NOTES:-  
PROPERTY LINE DIMENSIONS ARE TAKEN FROM THE APN MAP

**LEGEND**

- PROPERTY LINE
- SET BACK
- EXISTING WALL
- EXISTING WALL TO BE REMOVED
- NEW WALL
- NEW ADDITION
- CONCRETE (IMPERVIOUS)
- GRASS
- WOODCHIPS
- PERMEABLE PAVER BLOCKS
- 6'-0" HIGH FENCE
- FIRST FLOOR PLAN
- SECOND FLOOR PLAN



**SPLASH BLOCK DETAIL**  
NTS

**NOTE:** SPLASH BLOCKS TO BE INSTALLED AT ALL DOWNSPOUTS. TO ENSURE ROOF WATER IS DIRECTED AWAY FROM THE FOUNDATION. ANY EXISTING DOWNSPOUTS THAT CONNECT DIRECTLY TO THE STORM DRAIN SYSTEM SHALL BE DISCONNECTED AND DIRECTED TOWARDS LANDSCAPED AREAS.

**RESIDENTIAL LANDINGS & THRESHOLDS SECTIONS R311.3 & R311.7.6**

**R311.3 FLOORS AND LANDING AT EXTERIOR DOORS:**  
THERE SHALL BE A LANDING OR FLOOR ON EACH SIDE OF EACH EXTERIOR DOOR. THE LANDING SHALL NOT BE LESS THAN THE DOOR SERVED. EVERY EACH WIDTH OF LANDING SHALL HAVE A MINIMUM DIMENSION OF 36 INCHES MEASURED IN THE DIRECTION OF TRAVEL. EXTERIOR LANDING SHALL BE PERMITTED TO HAVE A SLOPE NOT TO EXCEED 1/4 UNIT VERTICAL IN 12 UNITS HORIZONTAL (2PERCENT)

**R311.3.1 FLOOR ELEVATIONS AT REQUIRED EGRESS DOORS:**  
LANDING OR FLOORS AT THE REQUIRED EGRESS DOORS SHALL NOT BE MORE THAN 1 1/2 INCHES LOWER THAN THE TOP OF THE THRESHOLD. EXCEPTION THE EXTERIOR LANDING OR FLOOR SHALL NOT BE MORE THAN 7 3/4 INCHES BELOW THE TOP OF THE THRESHOLD PROVIDED THE DOOR DOES NOT SWING OVER THE LANDING OR FLOOR.

**SITE DRAINAGE & GRADING NOTES**

- SPLASH BLOCK TO BE PLACED BELOW EACH DOWN SPOUT.
- THE SITE SHOULD BE FINE GRADED TO PROVIDE MIN. 5% SLOPE AWAY FROM BUILDING PERIMETER & ADJACENT PROPERTY LINES. IN NO CASE SHALL THE FINISH GRADING RESULT IN AN INCREASE IN SHEET FLOW ONTO ADJACENT PROPERTIES.
- DRAINED WATER TO BE DIRECTED TO THE LANDSCAPED AREA AT A SLOPE OF 2%.

**OWNER :-**

SHARIQ M.

**DESIGNER :-**

**UNICORN STRUCTURES**  
PRINCIPAL  
DEVENDRA DESHWAL  
20801, VERDE MOOR CT  
SARATOGA, CA - 95070  
PH. NO.: 408-318-1053  
EMAIL:dsdeshwal@gmail.com

**REVISIONS**

NUMBER	DATE	DESCRIPTION

**PROJECT :-**

REMODELING OF  
HOUSE  
3245 MCKINLEY DR,  
SANTA CLARA  
CA - 95051

**SHEET TITLE:-**

PROPOSED  
SITE PLAN

**DATE**

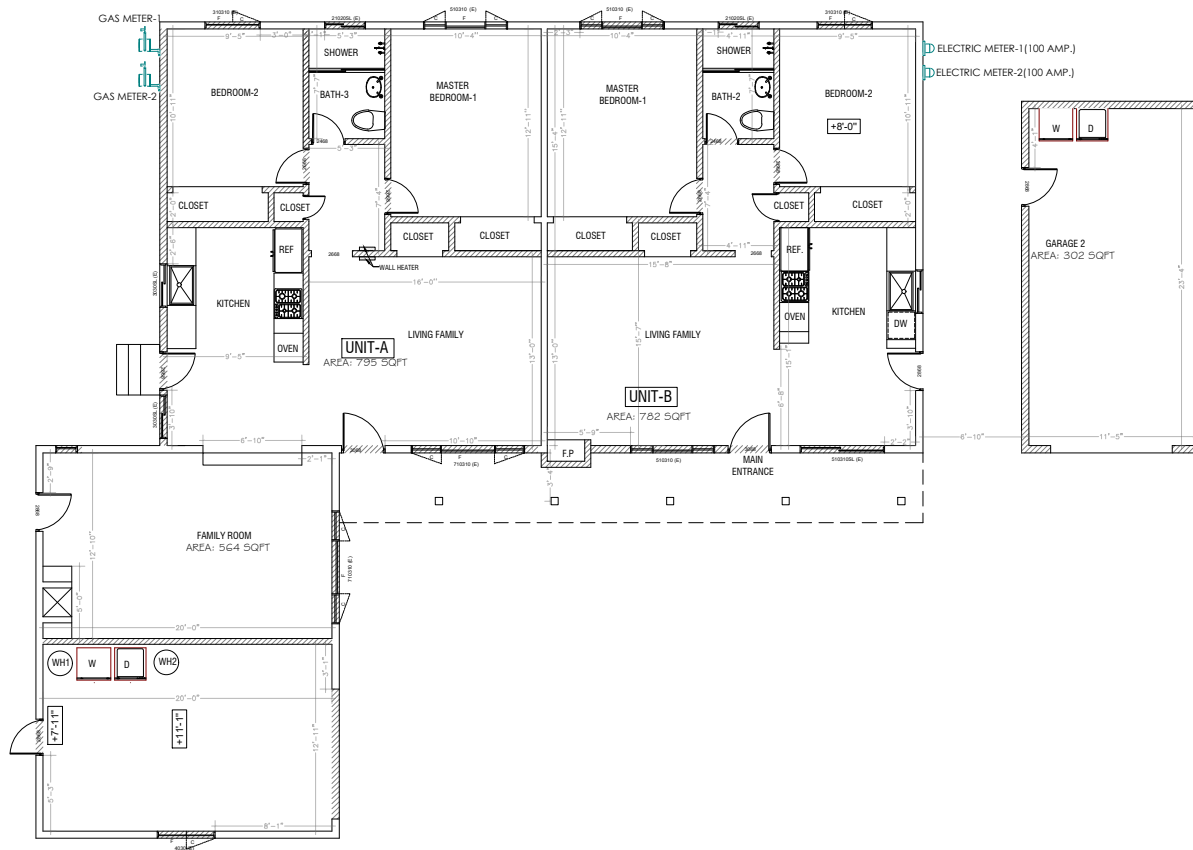
02/26/2025

**SCALE**

AS SHOWN ON PLANS

**SHEET**

A1.2



**EXISTING/DEMOLITION  
FIRST FLOOR PLAN**  
SCALE 1/4" = 1'

#### SYMBOLS

- EXISTING WALL
  - EXISTING WALL TO BE REMOVED
  - NEW WALL
  - NEW ADDITION
- #### LEGEND
- [ ] EXISTING WALL TO BE REMOVED
  - [ ] EXISTING DOOR/WINDOW TO BE REMOVED
  - [ ] EXISTING LIGHT FIXTURES TO BE REMOVED
  - [ ] EXISTING PLUMBING FIXTURES TO BE REMOVED
  - [ ] EXISTING APPLIANCES TO BE REMOVED
  - [ ] EXISTING CABINETRY TO BE REMOVED
  - [ ] EXISTING FLOORING TO BE REMOVED
  - [ ] NEW LIGHT FIXTURES
  - [ ] NEW PLUMBING FIXTURES
  - [ ] TILE ON WALLS TO EXTEND TO THE CEILING AT SHOWER
  - [ ] NEW TILE FLOORING
  - [ ] NEW VANITY
  - [ ] SHOWER
  - [ ] NEW FAUCET, AERATOR, SOAP DISPENSER
  - [ ] NEW DOUBLE BOWL SINK W/ GARBAGE DISPOSAL
  - [ ] NEW REFRIGERATOR, PLUMB FOR ICE-MAKER
  - [ ] NEW ELECTRIC RANGE WITH HOOD
  - [ ] NEW DISHWASHER
  - [ ] NEW CABINETRY AND COUNTERTOP
  - [ ] BACKSPLASH FROM COUNTERTOP TO CABINET (IN HOOD AREA UP TO CEILING)
  - [ ] NEW RECEPTACLES
  - [ ] NEW BATHTUB
  - [ ] NEW WOOD FLOORING
  - [ ] PLUMB FOR WASHER



#### OWNER :-

SHARIQ M.

#### DESIGNER :-

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#### REVISIONS

NUMBER	DATE	DESCRIPTION

#### PROJECT :-

REMODELING OF  
HOUSE  
3245 MCKINLEY DR,  
SANTA CLARA  
CA - 95051

#### SHEET TITLE:-

EXISTING/  
DEMOLITION  
FIRST FLOOR  
PLAN

#### DATE

02/26/2025

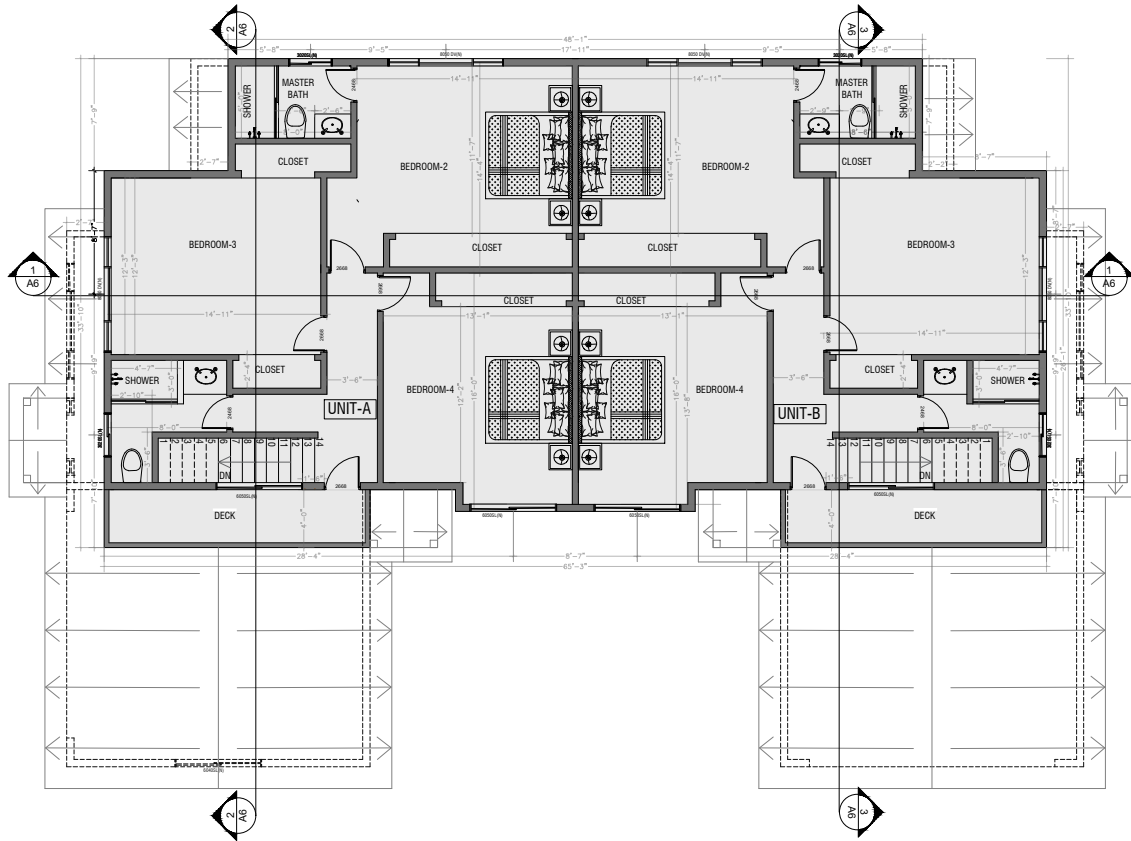
#### SCALE

AS SHOWN ON PLANS

#### SHEET

A2





**PROPOSED SECOND FLOOR PLAN**  
SCALE 1/4" = 1'

- SYMBOLS**
- EXISTING WALL
  - EXISTING WALL TO BE REMOVED
  - ===== NEW WALL
  - ===== NEW ADDITION
- LEGEND**
- [ ] EXISTING WALL TO BE REMOVED
  - [ ] EXISTING DOOR/WINDOW TO BE REMOVED
  - [ ] EXISTING LIGHT FIXTURES TO BE REMOVED
  - [ ] EXISTING PLUMBING FIXTURES TO BE REMOVED
  - [ ] EXISTING APPLIANCES TO BE REMOVED
  - [ ] EXISTING CABINETS TO BE REMOVED
  - [ ] EXISTING FLOORING TO BE REMOVED
  - [ ] NEW LIGHT FIXTURES
  - [ ] NEW PLUMBING FIXTURES
  - [ ] TILE ON WALLS TO EXTEND TO THE CEILING AT SHOWER
  - [ ] NEW TILE FLOORING
  - [ ] NEW VANITY
  - [ ] NEW FAUCET, AERATOR, SOAP DISPENSER
  - [ ] NEW DOUBLE BOWL SINK W/ GARBAGE DISPOSAL
  - [ ] NEW REFRIGERATOR, PLUMB FOR ICE-MAKER
  - [ ] NEW ELECTRIC RANGE WITH HOOD
  - [ ] NEW DISHWASHER
  - [ ] NEW CABINETS AND COUNTERTOP
  - [ ] BACKSPLASH FROM COUNTERTOP TO CABINET (IN HOOD AREA UP TO CEILING)
  - [ ] NEW RECEPTACLES
  - [ ] NEW BATHTUB
  - [ ] NEW WOOD FLOORING
  - [ ] PLUMB FOR WASHER

**OWNER :-**

SHARIQ M.

**DESIGNER :-**

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REVISIONS	DESCRIPTION	
	NUMBER	DATE

**PROJECT :**  
REMODELING OF  
HOUSE  
3245 MCKINLEY DR,  
SANTA CLARA  
CA - 95051

**SHEET TITLE:-**  
PROPOSED  
SECOND  
FLOOR PLAN

**DATE**

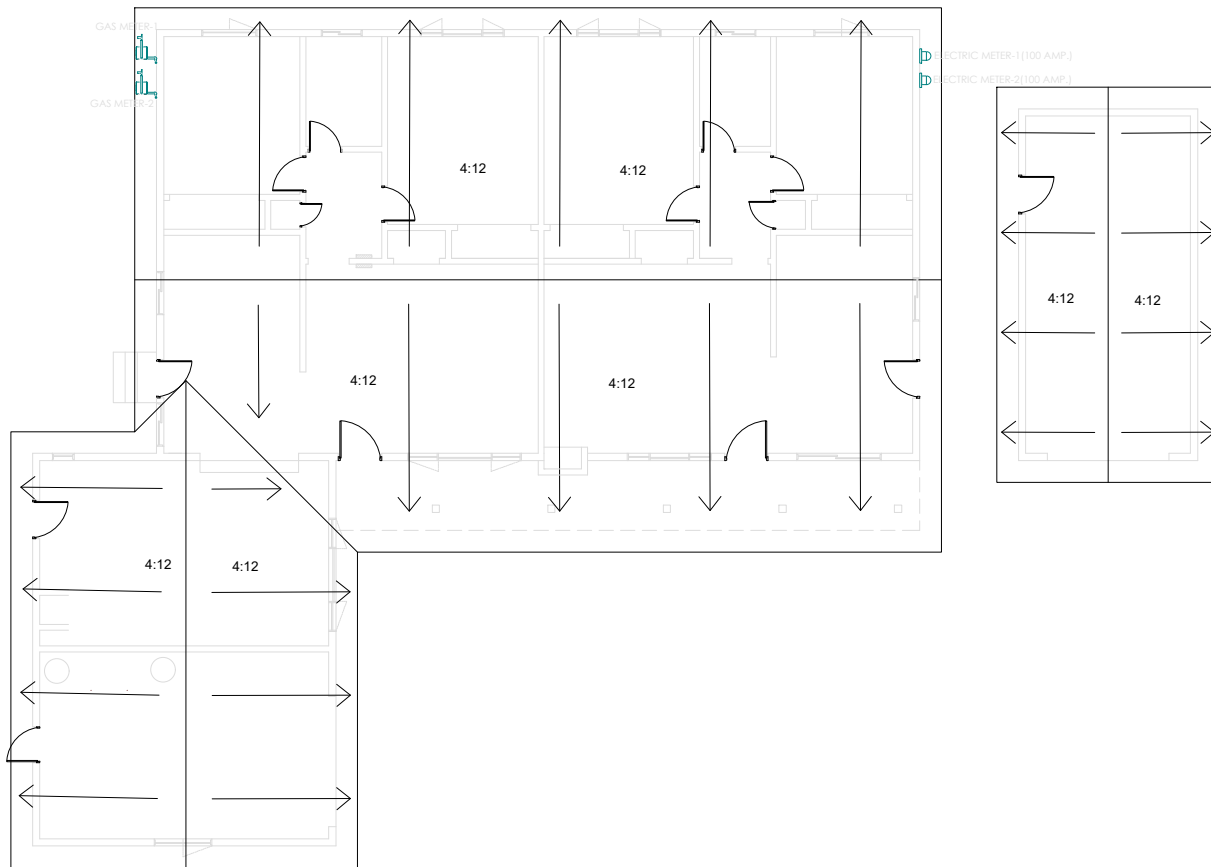
02/26/2025

**SCALE**

AS SHOWN ON PLANS

**SHEET**

A3.2



**EXISTING ROOFING PLAN**  
SCALE =  $\frac{1}{4}"=1'$

**OWNER :-**

SHARIQ M.

**DESIGNER :-**

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REVISIONS	DESCRIPTION	
	NUMBER	DATE

**PROJECT :**  
REMODELING OF  
HOUSE  
3245 MCKINLEY DR,  
SANTA CLARA  
CA - 95051

**SHEET TITLE:-**  
EXISTING  
ROOFING  
PLAN

DATE

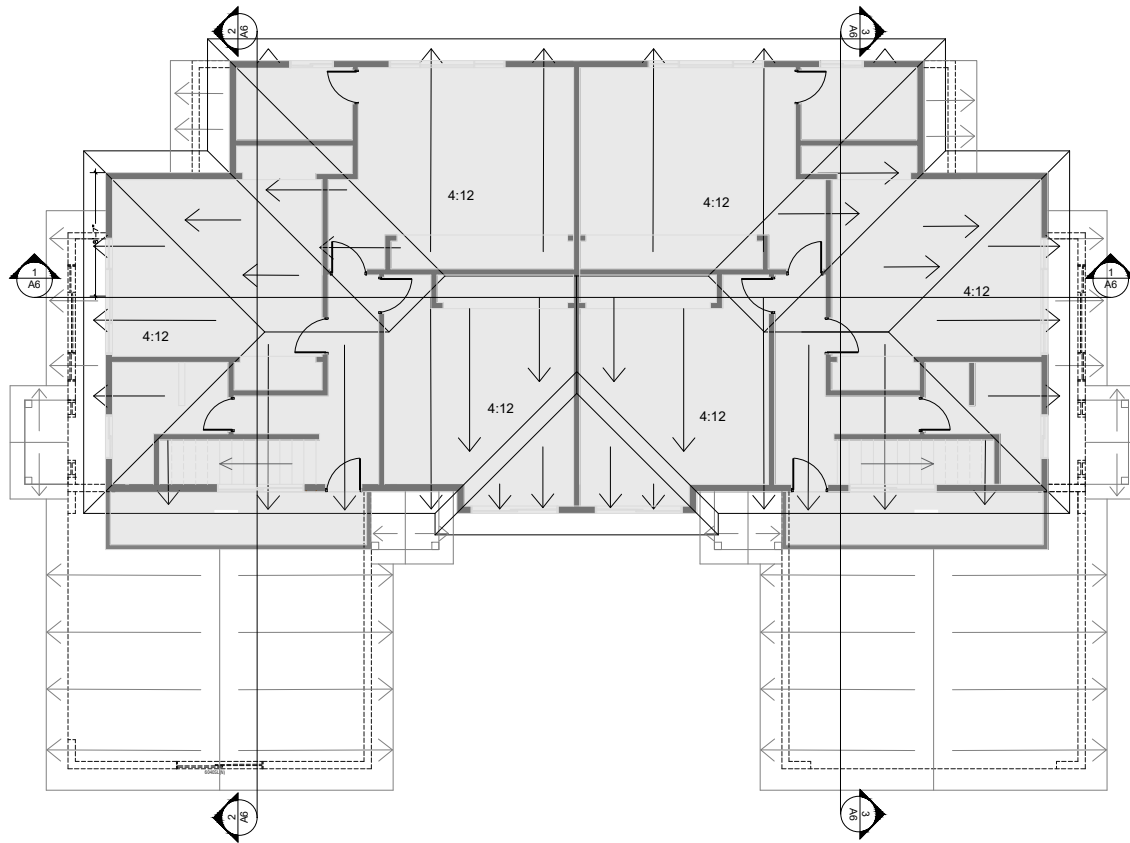
02/26/2025

SCALE

AS SHOWN ON PLANS

SHEET

A4.1



**PRPOSED ROOFING PLAN**

SCALE =  $\frac{1}{4}"=1'$

**OWNER :-**

SHARIQ M.

**DESIGNER :-**

**UNICORN STRUCTURES**  
 PRINCIPAL  
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REVISIONS	DESCRIPTION	
	NUMBER	DATE

**PROJECT :**

REMODELING OF  
 HOUSE  
 3245 MCKINLEY DR,  
 SANTA CLARA  
 CA - 95051

**SHEET TITLE:-**

PROPOSED  
 ROOFING  
 PLAN

**DATE**

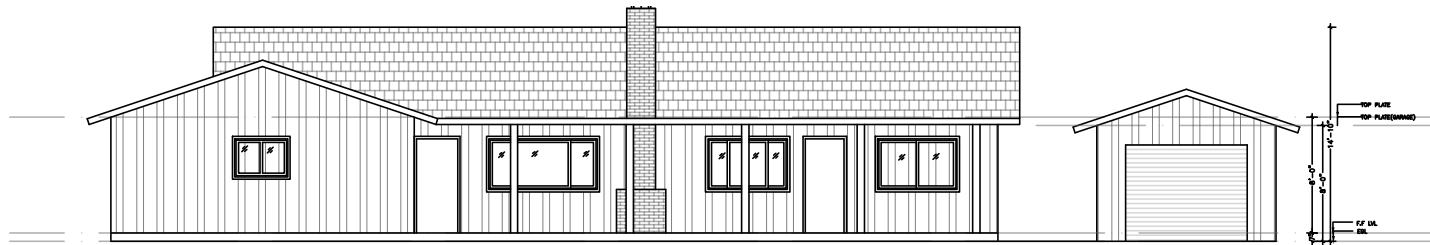
02/26/2025

**SCALE**

AS SHOWN ON PLANS

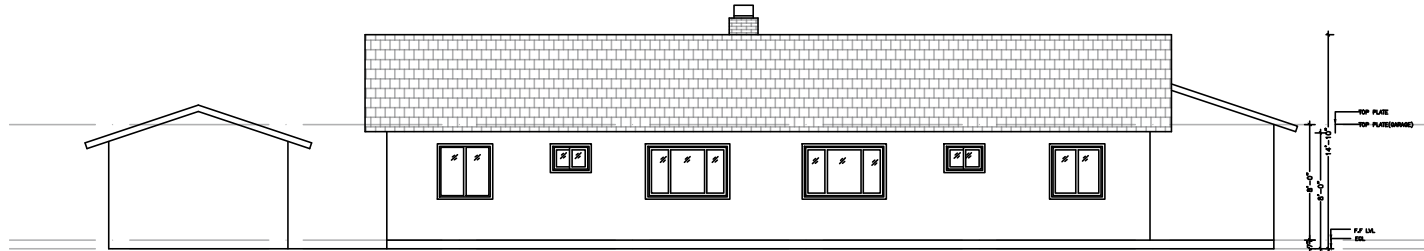
**SHEET**

A4.2



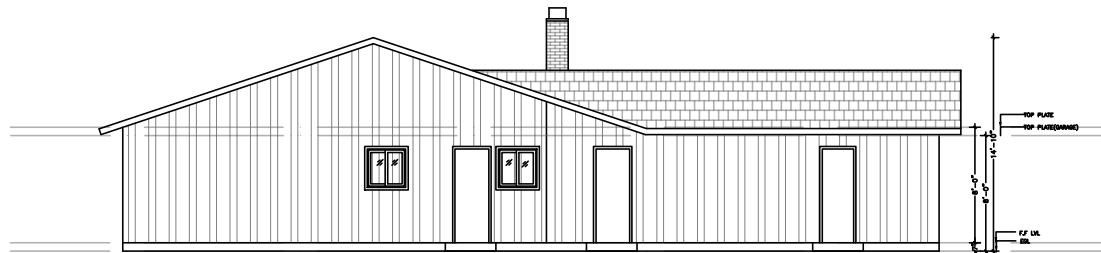
**EXISTING FRONT ELEVATION**

SCALE =  $\frac{1}{4}"=1'$



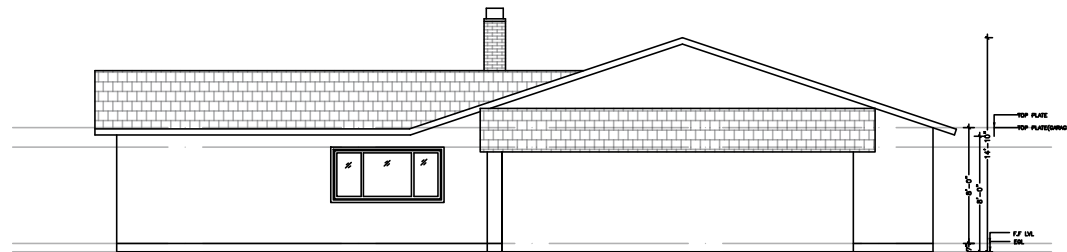
**EXISTING REAR ELEVATION**

SCALE =  $\frac{1}{4}"=1'$



**EXISTING LEFT ELEVATION**

SCALE =  $\frac{1}{4}"=1'$



**EXISTING RIGHT ELEVATION**

SCALE =  $\frac{1}{4}"=1'$

**ELEVATIONS NOTES:**

1. STUCCO IS TO BE APPLIED WITH A 3 COAT APPLICATION WHEN APPLIED OVER METAL LATH OR WIRE LATH PER CRC R703.6.2.
2. PROVIDE WEEP SCREED AT THE BOTTOM OF STUCCO WALLS AT A LOCATION A MINIMUM OF 4" ABOVE EARTH OR 2" ABOVE PAVED AREAS PER CRC R703.6.2.1.
3. PROVIDE TWO LAYERS OF TYPE "D" UNDERLAYMENT AT STUCCO WALLS WHERE THE STUCCO IS APPLIED OVER WOOD SHEATHING PER CRC R703.6.3.
4. NO EAVE VENTS ARE ALLOWED WHERE SHEAR TRANSFER IS REQUIRED AT FRIEZE BLOCK.
5. PROVIDE GALVANIZED STEEL METAL FLASHING AND COUNTER FLASHING AT ALL ROOF TO WALL AND CHIMNEY INTERSECTIONS AS PER CBC 1503.2. ALSO PROVIDE STEPPED FLASHING WHERE THE SLOPED ROOF ABUTS THE WALL.
6. PROVIDE HIGH RIBBED METAL LATH AT ALL HORIZONTAL STUCCO SURFACES.

**OWNER :-**

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**REVISIONS**

NUMBER DATE DESCRIPTION

**PROJECT :-**

REMODELING OF  
HOUSE  
3245 MCKINLEY DR,  
SANTA CLARA  
CA - 95051

**SHEET TITLE:-**

EXISTING  
ELEVATIONS

**DATE**

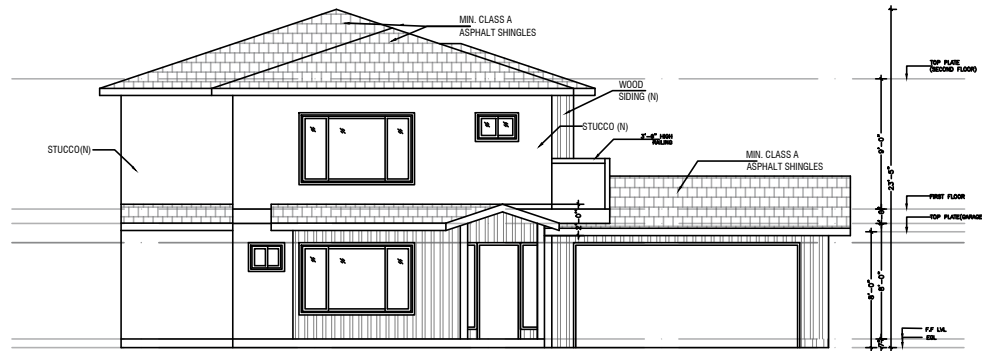
02/26/2025

**SCALE**

AS SHOWN ON PLANS

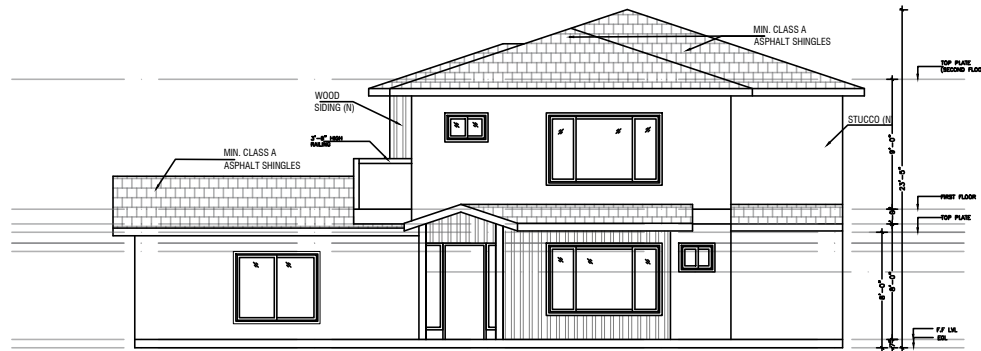
**SHEET**

A5.1



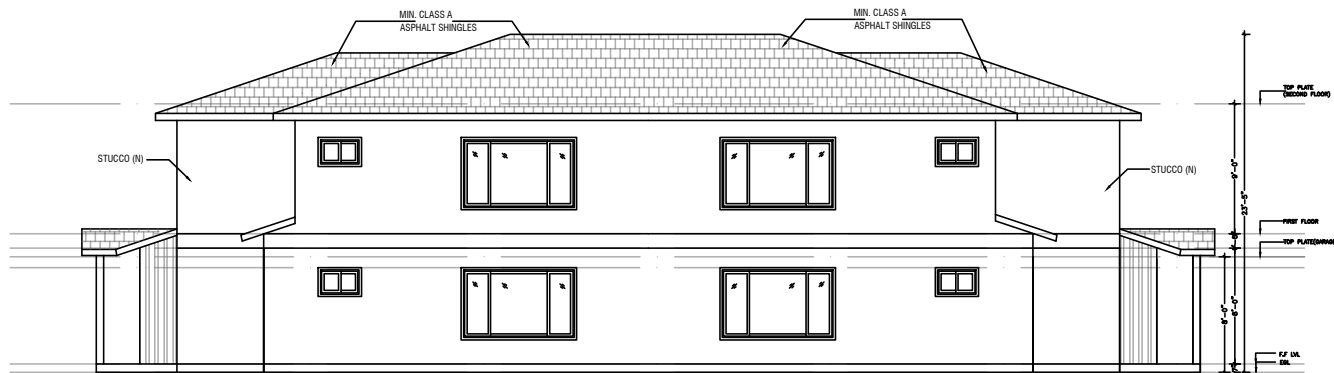
**PROPOSED FRONT ELEVATION (WEST)**

SCALE = 1/4"=1'



**PROPOSED REAR ELEVATION (EAST)**

SCALE = 1/4"=1'



**PROPOSED LEFT ELEVATION (NORTH)**

SCALE = 1/4"=1'

**OWNER :-**

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REVISIONS	DESCRIPTION
	DATE
NUMBER	

**PROJECT :**

REMODELING OF  
HOUSE  
3245 MCKINLEY DR,  
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CA - 95051

**SHEET TITLE:-**

**PROPOSED  
ELEVATIONS-1**

**DATE**

02/26/2025

**SCALE**

AS SHOWN ON PLANS

**SHEET**

A5.2



**PROPOSED RIGHT ELEVATION (SOUTH)**  
SCALE = 1/4"=1'-0"

**OWNER :-**

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REVISIONS	DESCRIPTION	
	NUMBER	DATE

**PROJECT :**

REMODELING OF  
HOUSE  
3245 MCKINLEY DR,  
SANTA CLARA  
CA - 95051

**SHEET TITLE:-**

**PROPOSED  
ELEVATIONS-2**

DATE

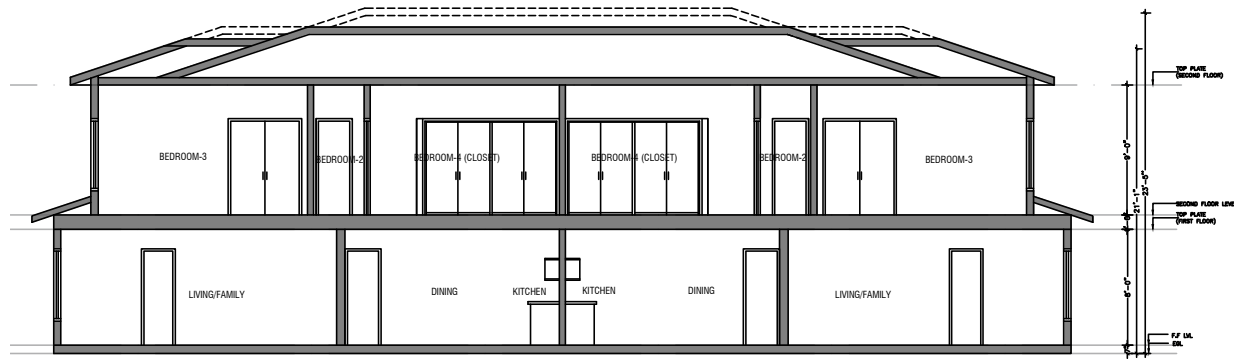
02/26/2025

SCALE

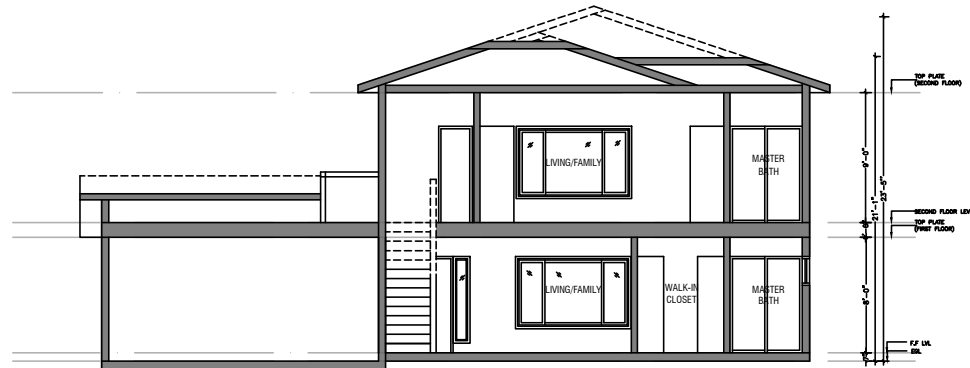
AS SHOWN ON PLANS

SHEET

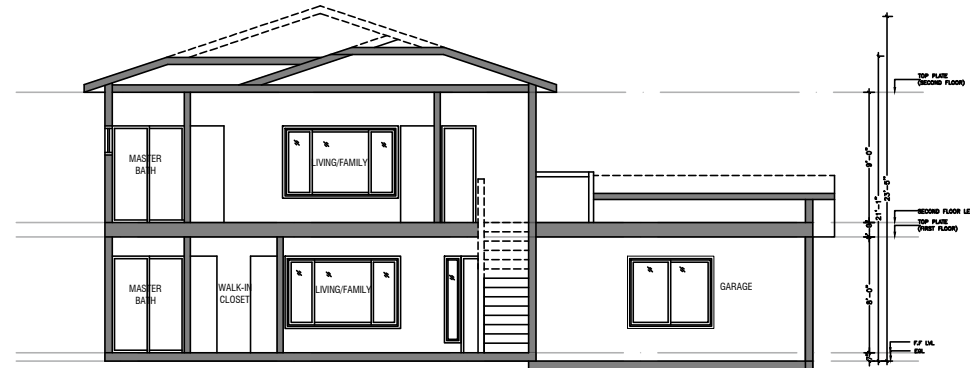
A5.3



**PROPOSED SECTION 1/A6**  
SCALE = 1/4"=1'



**PROPOSED SECTION 2/A6**  
SCALE = 1/4"=1'



**PROPOSED SECTION 3/A6**  
SCALE = 1/4"=1'

**OWNER :-**

SHARIQ M.

**DESIGNER :-**

**UNICORN STRUCTURES**  
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REVISIONS	DESCRIPTION
	DATE
NUMBER	

**PROJECT :**

REMODELING OF  
HOUSE  
3245 MCKINLEY DR,  
SANTA CLARA  
CA - 95051

**SHEET TITLE:-**

**PROPOSED  
SECTIONS**

**DATE**

02/26/2025

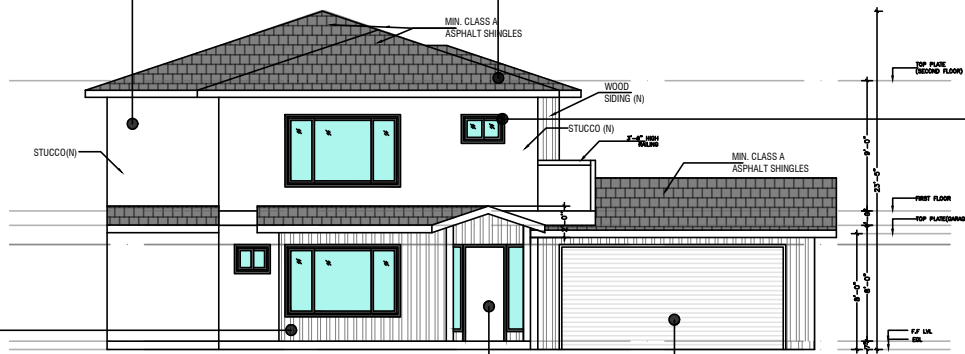
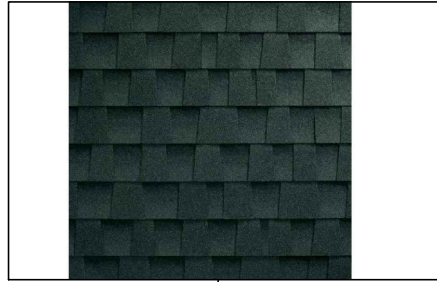
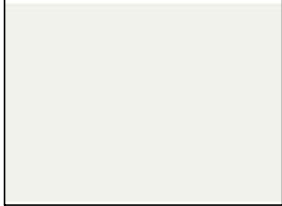
**SCALE**

AS SHOWN ON PLANS

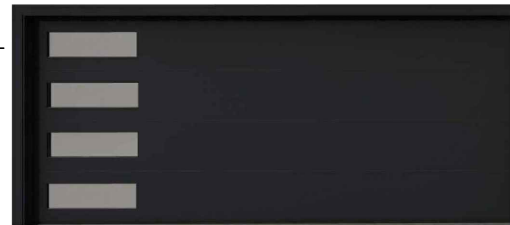
**SHEET**

A6

Pearly White  
KMW44



**PROPOSED FRONT ELEVATION**  
SCALE = 1/4"=1'



**OWNER :-**

SHARIQ M.

**DESIGNER :-**

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**REVISIONS**

NUMBER	DATE	DESCRIPTION
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**PROJECT :**

REMODELING OF  
HOUSE  
3245 MCKINLEY DR,  
SANTA CLARA  
CA - 95051

**SHEET TITLE:-**

PROPOSED  
MATERIAL  
DETAILS

DATE

08/10/2024

SCALE

AS SHOWN ON PLANS

SHEET

A7