



Specialists in Physical Due
Diligence and Remedial Services

2141 Mission Street, Suite 100
San Francisco, CA 94110

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PROPERTY CONDITION ASSESSMENT

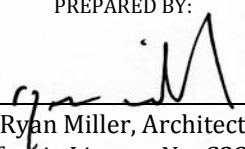
221 North Mathilda Avenue
Sunnyvale, California 94086

PREPARED FOR:

221 N. Mathilda, LLC
c/o Spear Street Capital
One Market Plaza
Spear Street Tower
Suite 4125
San Francisco, California 94105

ALLWEST PROJECT 15083.61
May 13, 2015

PREPARED BY:


Ryan Miller, Architect
California License No. C23183

REVIEWED BY:

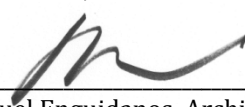

Miguel Enguidanos, Architect
California License No. C23358



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PROPERTY CONDITION ASSESSMENT

221 North Mathilda Avenue
Sunnyvale, California 94086

I. PROPERTY DESCRIPTION & DATA

A. Property Description

The parcel at 221 North Mathilda Avenue contains three wood framed buildings. Only the main house, the easternmost structure closest to Mathilda Avenue, is within the scope of work for this report.

The subject property is evaluated as in "Poor" condition; numerous deficiencies, some affecting the structural integrity of the house, were identified. The overall condition of the house is such that an extensive and complete rehabilitation of structural and non-structural building elements, both interior and exterior, will be required to return the house to a habitable condition. Rebuilding will include the roofing system and, in all likelihood, some of its supporting structure. The crawl space, which is not a habitable basement – it lacks adequate head clearance – will also require structural and non-structural remedial measures. Complete new mechanical, electrical, and plumbing systems will also need to be installed.

The generally rectangular parcel is bounded on three sides by streets; West California Avenue to the south, Sobrante Way to the west, and North Mathilda Avenue to the east. Single-story office and commercial buildings are located on the adjacent property to the north.

The date of original construction is unknown, but is estimated to be in the 1920's. The original Building Permit and Certificate of Occupancy were not available in City of Sunnyvale online records. The subject property is vacant.

The exterior facades are painted, wood clapboard siding. Operable wood framed windows with single-pane glazing in wood frames are provided. A painted, solid core wood door is provided at the primary and secondary entrances. Exterior paint finishes are in a highly degraded condition on all exterior building elements where provided; overall, the exterior elevations are in "Poor" condition.

Asphalt composite shingles are provided as the roofing system; they are in a highly degraded condition which warrants a "Poor" designation. Evidence of leaks into the interior were observed at various locations.

Interior floor finishes consist of hardwood plank flooring overlaid with carpeting, ceramic tile, and vinyl sheet flooring. Walls and ceilings are painted gypsum board. All interior finishes are in "Poor" condition.

An air conditioning system was not observed. A single natural gas floor furnace is installed; it is in "Poor" condition.

A formal parking lot with delineated parking stalls is not provided. A chain link fence, either 6 feet or 4 feet in height, is installed at the site perimeter of the site. In some portions of the fence along North Mathilda Avenue plastic slats are inserted into the chain-link fencing to act as a visual barrier. Some fence posts are out of plumb and deficiencies with the chain-link fencing were observed. Some portions of the fence are in "Poor" condition; other, newer portions are in "Good" condition. The site is landscaped with mature trees, plants, and shrubs. Grass lawns are not installed. The landscaping is generally overgrown and in need of trimming and is in overall "Poor" condition. An irrigation system was not observed.

B. Property Data

Property Address: 221 North Mathilda Avenue
Sunnyvale, CA 94086

Property Type: Single family residence

No. of Stories: 1

Year Built: Unknown

No. of Buildings: 1 (in this report)

Gross Floor Area: 1,500 sq ft (approximate)

Parking Provided: Not applicable

Maximum Building Height: 18'-0", approx.

Occupancy Class: R-3 (Single family residence)

Type of Construction: Type V non-sprinklered

Zoning: M-S (Industrial)

II. REGULATORY REVIEW

Investigation of planning, building, and fire department records are not included in the limited scope of this report.

No recent cases of flooding or fires (within last 12 months) were identified by current building ownership.

As a single family residence, Accessibility codes are not applicable. Should the property be redeveloped as a commercial facility accessible to the general public, ADA and CBC Accessibility requirements would apply.

AllWest was informed that an investigation into the historic significance of this property is ongoing. An analysis of the consequences of this investigation is outside the scope of this report.

III. IMMEDIATE NEEDS

The subject property requires a total restoration to return it to a safe, habitable condition. This includes site and landscaping upgrades, complete exterior rehabilitation, complete interior rehabilitation, and installation of complete new MEP systems.

IV. PROPERTY CONDITION ASSESSMENT

A. PERMITS/CODE

Investigation of outstanding issues with permitting and building, zoning, and fire codes is outside the limited scope of this report.

B. SITE DEVELOPMENT

OVERALL RATING: Poor

Code / Life Safety Issues: Yes

Landscaping: Poor

Fencing: Good to Poor

Storm Water Drainage: Site was observed in dry weather, but site drainage does not appear problematic. Minimal slope of site should not be problematic for drainage.

Water/ Sewer: No problems identified.

Flatwork: Good, where provided.

Trip Hazards: None observed along public sidewalk.

Miscellaneous Structures: Not applicable

Water Features: None observed

Comment: A concrete public sidewalk has been installed along North Mathilda Avenue. It appears to have been installed relatively recently and is in generally Good" condition. Concrete sidewalks are not provided along either West California Avenue or Sobrante Way. Flatwork is not provided elsewhere on the property. All exterior site elements with the exception of the public

sidewalk, are in a generally rundown condition with numerous instances of deferred maintenance and, indeed, neglect observed. Landscaping is overgrown and untended. Perimeter chain-link fencing is in a degraded condition in places. More recently installed chain link fencing is in "Good" condition.

Widespread clearing of overgrown vegetation is recommended.

C. PARKING

A formal parking lot with delineated parking stalls is not provided. Parking can occur in a haphazard fashion along an unpaved drive aisle located near the south boundary of the site.

D. EXTERIOR ENVELOPE

OVERALL RATING: Poor

Life Safety Issue: Yes

Exterior: Painted wood clapboard siding

Cracking/ Deterioration: Yes

Windows: Painted wood framed windows with single-pane glazing

Stairway: Concrete or wood stair construction. Concrete stairs have steel handrails; wood stairs have wood handrails.

Decks/Balcony: Wood frame construction with wood floor planking

Railing: Wood and steel handrails

Comment: Exterior building elements exhibit numerous deficiencies and show signs of severe neglect. Rotten and missing wood exterior building elements were observed in numerous locations. Paint finishes are in a highly degraded condition. Stairs and handrails are in an unsafe condition and do not meet current code requirements. Guardrails are absent on rear balcony. Balcony decking at rear of building is rotten and in an unsafe condition.

AllWest recommends the exterior building elements deficiencies be addressed.

E. ROOF SYSTEMS

OVERALL RATING: Poor

Life Safety Issue: Yes

Roof Type: Conventional pitched roof with asphalt composite shingles on wood framing

Roof Construction: Type V wood framing

Trims/Soffits/Fascia: Painted wood

Gutters/Downspouts: painted steel downspouts and gutters

Skylights: None observed

Comment: The roofing system is of unknown age and in a highly degraded condition. Evidence of numerous leaks into the interior was observed. Downspouts and gutters exhibit numerous instances of neglect and are in a degraded condition; gutters were missing in various locations. The painted wood soffits and fascia panels are in a highly degraded condition. There is a likelihood that the roof structure, though not observed except along the eave edge where wood trim was missing, may have suffered water damage and may require repairs.

AllWest recommends the deficiencies with roofing elements be addressed.

F. STRUCTURAL

OVERALL RATING: Poor

Life Safety Issue: Yes

Structural Frame: Type V wood framing

Basement Wall Type: Non-reinforced brick masonry pony walls

Floor Type: Type V wood framing

Obvious Signs of Settlement/Other Damage: Yes

Comment: Wood framed structural elements exhibit numerous deficiencies; these building elements are typically in a highly degraded condition. Rotten wood on back porch/balcony

was observed. Water damaged wood structural members were observed in crawl space. Settlement and damage of brick masonry pony walls was observed. Restoration of the house may likely require extensive replacement of existing, damaged structural members.

AllWest recommends the deficiencies with structural elements be addressed.

G. INTERIORS

OVERALL RATING: Poor

Life Safety Issue: Yes

Common Areas: Not applicable

Walls: Type V wood framing with painted plaster on wood lath

Ceilings: Type V wood framing with painted plaster on wood lath

Flooring: Wood planking on Type V wood framing with overlaid carpeting

Cabinets: Painted wood with glass lites

Tops: Ceramic tile on wood framing

Appliances: Not applicable

Comment: All interior building elements exhibit numerous deficiencies. Paint finishes on walls and ceilings are in a highly degraded condition, as are floor finishes. All interior elements will require rehabilitation to restore subject property to satisfactory condition.

AllWest recommends the deficiencies with interior building elements be addressed.

H. MECHANICAL/HVAC

OVERALL RATING: Poor

Life Safety Issue: Yes

Heating: Gas furnace
Age: Unknown

A/C: None installed

Age: N/A

Comment: An air conditioning system was not observed. A single natural gas floor furnace is installed. It is presumed to date to original construction and is in a degraded condition. Replacement of the floor furnace will be required to rehabilitate the house.

A installing a new floor furnace is recommended.

I. ELECTRICAL

OVERALL RATING: Poor

Life Safety Issue: Yes

Wiring: Copper, presumed

Panel Board: Fuse, presumed

GFI Outlets: None observed

Comment: The electrical system is presumed to date to original construction. Wiring is an older style woven fabric cover type. Complete replacement of all wiring, fixtures, outlets, and distribution panels is recommended to rehabilitate the house.

Installing a new electrical system is recommended.

J. GAS

OVERALL RATING: Poor

Life Safety Issue: Yes

Comment: The gas system is presumed to date to original construction. Black steel pipe provides gas distribution to the floor furnace and to a water heater located in the crawl space. Complete replacement of all gas piping is recommended to rehabilitate the house. The gas meter was not observed; it is presumed to lack an automatic seismic shut-off valve.

Installing new gas piping is recommended.

K. PLUMBING

OVERALL RATING: Poor

Life Safety Issue: Yes

Water Lines: Galvanized steel
Condition: Poor
Age: Original construction presumed

Drain Lines: Cast iron
Condition: Poor
Age: Original construction presumed

Water Heater: Natural gas
Condition: Poor
Age: Unknown
Size: 30 gallons
Seismic Strapping: None observed

Comment: The plumbing supply and drain piping is presumed to date to original construction. Some drain piping was observed in a heavily rusted condition. A natural gas fired water heater is installed in the crawl space. It lacks seismic strapping and a flexible gas connector. Plumbing fixtures date to original construction and are in a highly degraded condition.

Complete replacement of all supply and drain piping and bathroom and kitchen fixtures is recommended to rehabilitate the house.

L. FIRE/LIFE SAFETY EQUIPMENT

Not applicable

M. VERTICAL TRANSPORTATION

Not applicable

N. ACCESSIBILITY COMPLIANCE

As a single family residence, Accessibility codes are not applicable. Should the property be redeveloped as a commercial facility accessible to the general public, ADA and CBC Accessibility requirements would apply.

V. CONSULTANT'S QUALIFIERS

A. SCOPE OF WORK

AllWest was retained to assess the existing site physical condition, improvements and buildings at the subject property, research available records and interview individuals familiar with the facility operations. AllWest was tasked to identify construction and/or code deficiencies.

B. METHODOLOGY

AllWest visited the site on April 30, 2015, and observed the condition of structures and improvements. Additional information regarding the site was obtained by interviewing Michael Biggar of Spear Street Capital.

AllWest reviewed building permit, planning, and zoning information available online at the City of Sunnyvale website. Pertinent documents are included in the appendix.

In preparing the report, AllWest utilized industry standard guidelines as a basis for our inquiry including the "Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process," outlined in ASTM E2018-08.

C. ASSESSMENT CRITERIA

In evaluating the property, "Excellent" is the best maintained property condition or new construction, with all the building equipment operational and no repairs necessary. A "Good" rating is for a condition that demonstrates consistent building maintenance and grounds, and all the building equipment in sound operating condition, with only a few minor repairs needed. A "Fair" rating is for a condition that demonstrates some wear or damage present in the building and/or grounds elements, requiring repair or replacement work. A "Poor" rating is for a condition that is clearly the worst, with a uniform run-down appearance, damaged building elements or inoperable building systems present.

D. LIMITING CONDITIONS

An exhaustive search of building, planning, and fire department records was not within the scope of work for this report. Copies of the original construction documents were not available. Building permit summary information was obtained from the City of Sunnyvale website. The AllWest Property Condition Questionnaire was not returned to us. An Alta survey was provided.

We accessed the interior of the house and entered each room. We did not go beyond the threshold of the crawl space owing to the amount of debris,

dead vegetation, and rubbish in that space. We did access the roof.

No appraisal was available for the subject property. Quantities were arrived at with input from the property management company. AllWest relied upon field observations and measurements. AllWest recommends that, if feasible and permissible, all building materials or finishes be replaced in kind. AllWest did not operate any building systems or equipment and did not perform any tests. This report does not confirm the presence or absence of hazardous materials.

This evaluation represents AllWest's opinion based on our site observations. It should be recognized that items, other than those specifically identified in this report, might require repair or replacement. Furthermore, this review is not intended to preempt in any way the technical or professional responsibility of the original design consultants.

The inspection procedures do not address termite or environmental inspection. The investigation scope was limited to accessible building areas, structure and its components. Physical removal of wall panels or similar items was not performed to determine structural soundness or equipment reliability.

AllWest has visually assessed the subject property, both the land and the improvements thereon, where applicable. It is impossible to personally observe conditions that may exist below the surface of that may be hidden within the structure of the improvements. Therefore, it cannot be guaranteed that hidden or unexpected problems with the facility structural integrity or soil conditions do not exist.

The inspection findings contained in this report are based upon quantitative and qualitative factors that exist on the inspection date. There can be no assurance that intervening factors will not affect the report's conclusions.

Sketches, floor plans and maps used in this report are included to aid the reader's visual understanding and should not be considered surveys or engineering studies. All dimensions and estimates of building size, net or gross are approximations.

The report is intended only for the internal use of the addressee or their authorized representative and possession does not imply the right of publication or the use for any other purpose without the written consent of AllWest Environmental, Incorporated.

Neither all nor part of this report shall be conveyed to the public through advertising, public relations, news, sales or other media without the prior written consent of AllWest Environmental, Incorporated.

This report is not intended to be taken, in any manner, to include any critique or evaluation of the design concept, or the structural, mechanical or electrical systems, which may be incorporated into the subject property. It is not intended to be an opinion with respect to any legal relationship or responsibilities between the architect, the engineers, the contractor or the subject property owner. While AllWest Environmental, Inc. has reviewed some documents our statements are not intentional legal opinions. In making this review and subsequent on-site inspection, AllWest Environmental, Inc. does not assume any legal responsibilities for design architects, engineers or contractors for the subject property, nor is any other warranty or representation expressed or implied, included or intended.

AllWest did not conduct research at municipal offices for fire, life safety, building permit, code compliance nor any other material matter.

E. PREVIOUS REPORTS

No previous property condition assessments were provided.

F. CONSULTANT QUALIFICATION

Ryan Miller is a California Licensed Architect with more than 32 years of related experience.

G. RELIANCE LANGUAGE

This report was prepared for the sole and exclusive use of 221 N. Mathilda, LLC, the only intended beneficiary of this work. No excerpts may be taken to be representative of the findings of this assessment. The scope of services performed in the execution of this investigation

may not be appropriate to satisfy other users, and any use or reuse of this document or findings, conclusions and recommendations are at the user's sole risk.

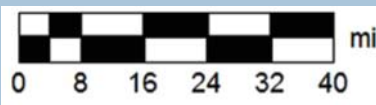
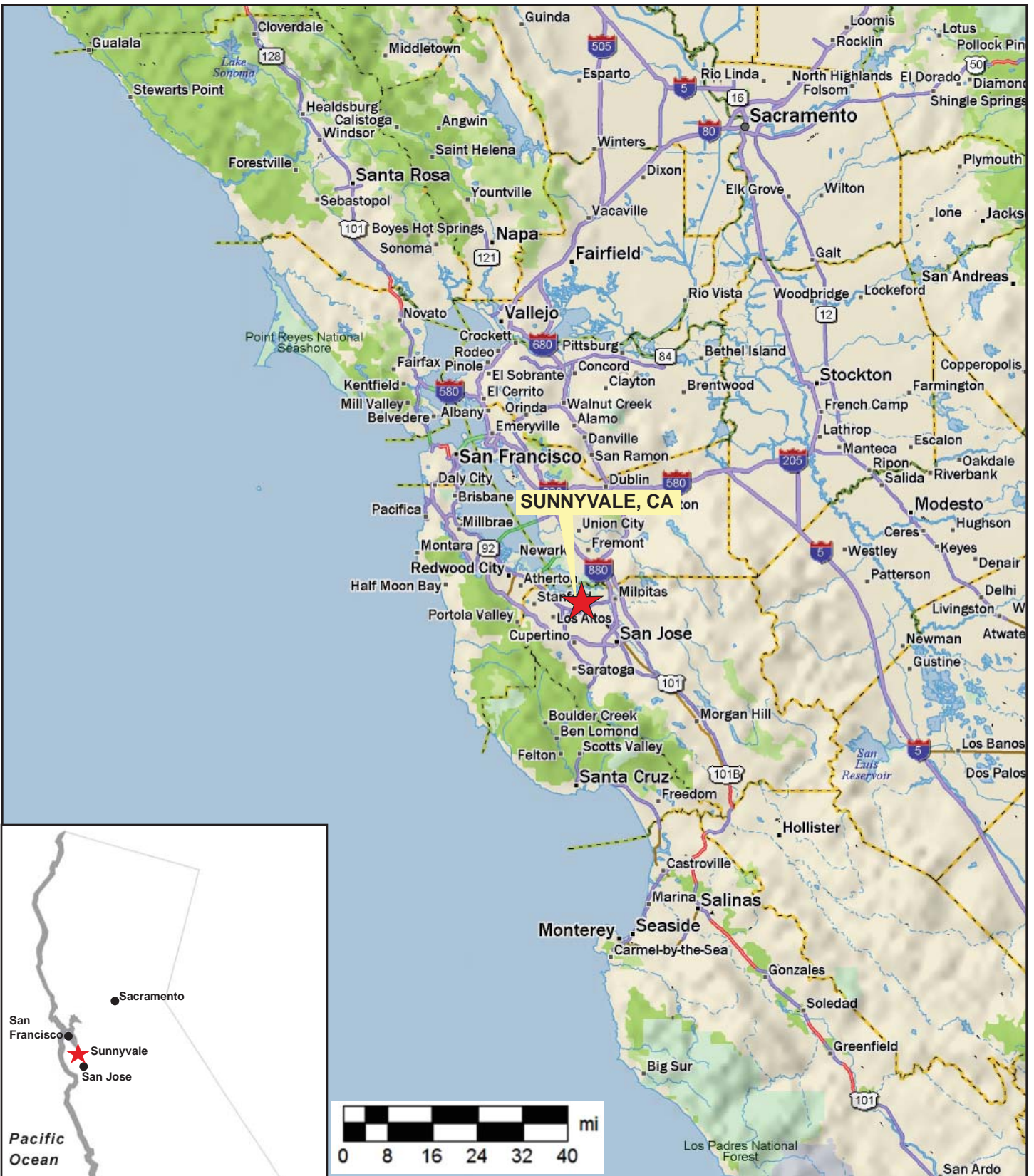
The information contained in this report has received appropriate technical review and approval. The conclusions represent professional judgments and are founded upon the investigation findings identified in the report and the interpretation of such data based on our experience and expertise according to the existing standard of care. No other warranty or limitation exists, either expressed or implied.

Neither AllWest, nor any staff member assigned to this investigation has any interest or contemplated interest, financial or otherwise, in the subject or surrounding properties, or in any entity which owns, leases, or occupies the subject of surrounding properties or which may be responsible for issues identified during the course of this investigation, and has no personal bias with respect to the parties involved.

FIGURES



Topo USA® 8



AllWest

PROJECT NO.
15083.61

REGIONAL MAP

FIGURE 1

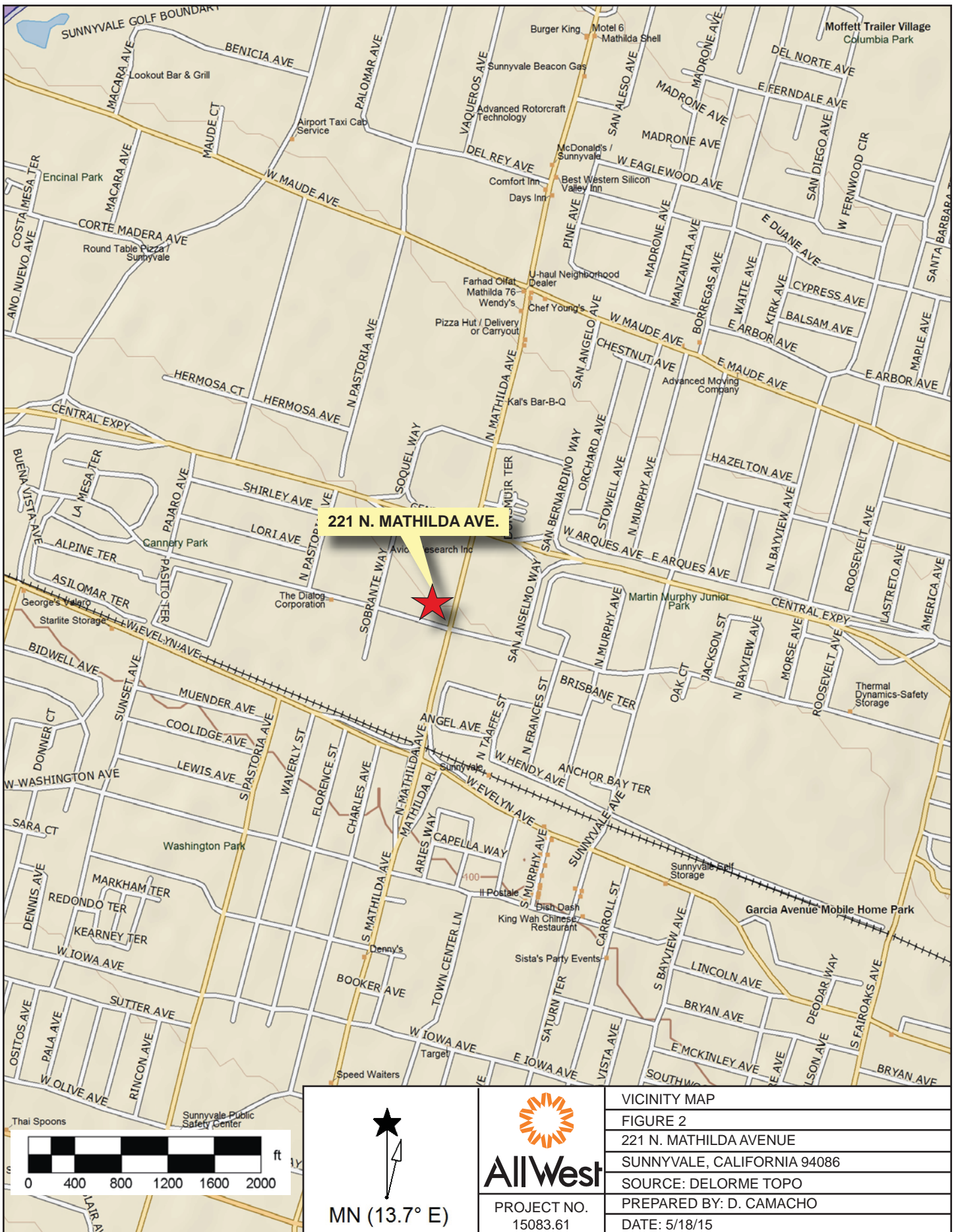
221 N. MATHILDA AVENUE

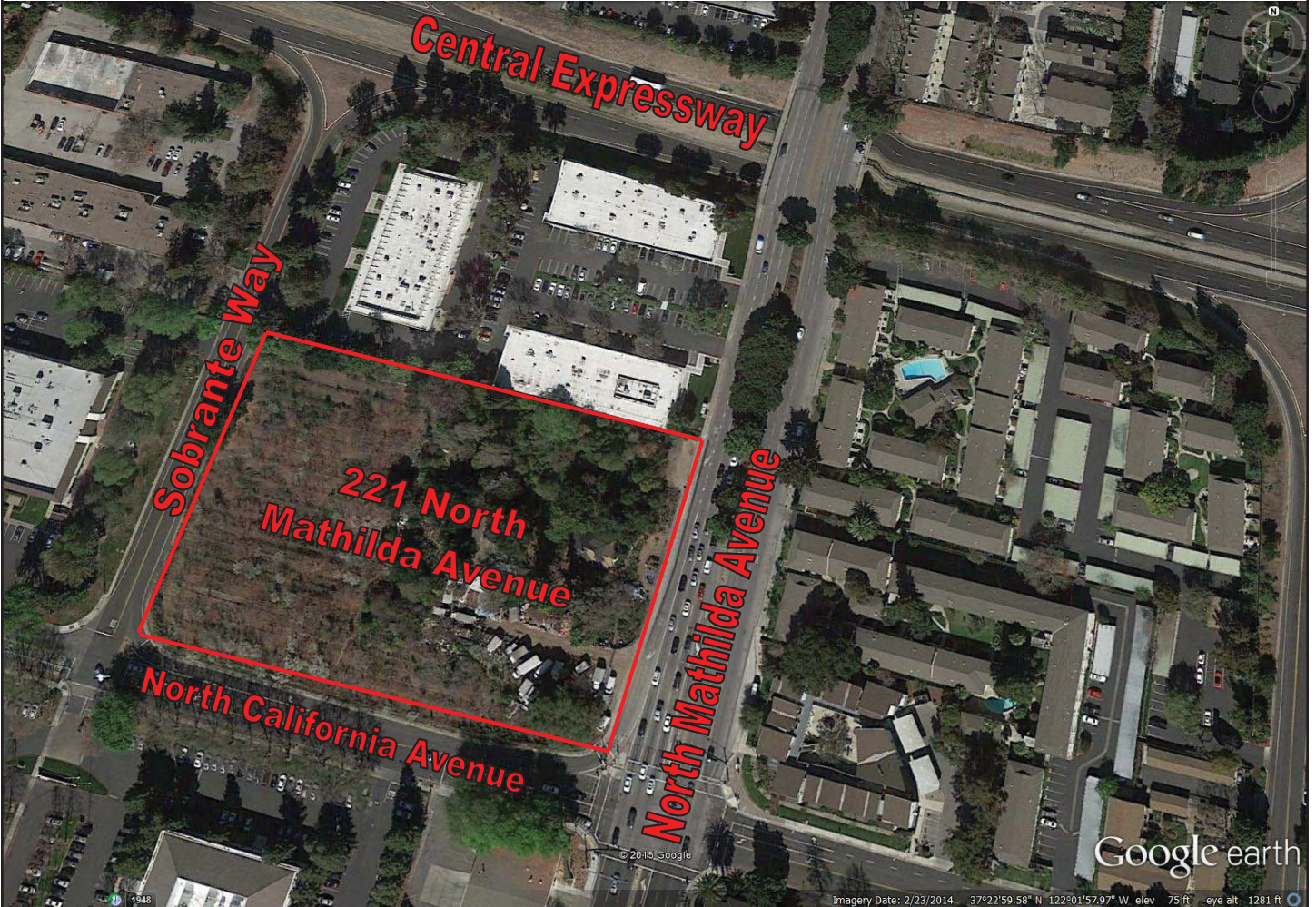
SUNNYVALE, CALIFORNIA 94086

SOURCE: DELORME TOPO

PREPARED BY: D. CAMACHO

DATE: 5/18/15





NOT TO SCALE



AllWest

PROJECT NO.
15083.61

AERIAL PHOTO

FIGURE 3

221 N. MATHILDA AVENUE

SUNNYVALE, CALIFORNIA 94086

SOURCE: GOOGLE EARTH

PREPARED BY: R. MILLER / D. CAMACHO

DATE: 5/18/15

PHOTOGRAPHS



1. East elevation, facing North Mathilda Avenue.



2. North portion of east elevation with north elevation at left.



3. North elevation, looking southwest.



4. South elevation, looking northeast.



5. North elevation, looking southeast.



6. Degraded condition of rear stairs and back porch.



7. North Mathilda Avenue street frontage, looking south-southwest.



8. North California Avenue street frontage, looking west-northwest.



9. Sobrante Way street frontage, looking northeast.



10. Sobrante Way street frontage, looking northeast.



11. Secondary wood framed structure and overgrown vegetation.



12. Secondary wood framed structure and overgrown vegetation.



13. Cleared area to west of main house with overgrown vegetation shown, looking north-northeast.



14. Typical condition of landscaping along North Mathilda Avenue, looking north-northeast.



15. Cleared area to west of main house with overgrown vegetation shown, looking south-southwest.



16. A portion of the fence along North Mathilda Avenue is provided with plastic inserts which act as a visual barrier.



17. Various portions of the fence have out of plumb posts and bulging chain link.



18. In some places the fencing appears to be of more recent installation and is in "Good" condition.



19. The asphalt composite shingle roof is in a highly degraded condition.



20. Soffits, fascias, gutters, and downspouts are in a highly degraded condition. Gutters are missing altogether in several places.



21. Exterior wood trim is in a highly degraded condition and absent in some locations.



22. All exterior building elements are in a highly degraded condition.



23. Wood framing underneath back porch is in a highly degraded condition and is structurally unsound.



24. Typical condition of wood framing in crawlspace. Cast iron drain piping is heavily rusted in various locations.



25. Dead vegetation, debris, rubbish and stored items are prevalent in the crawlspace.



26. Dead vegetation, debris, rubbish and stored items are prevalent in the crawlspace.



27. Typical condition of wood framing in crawlspace.



28. Non-reinforced brick masonry pony walls are in a highly degraded condition with evidence of subsidence observed.



29. All interior finishes are in a highly degraded condition.



30. All interior finishes are in a highly degraded condition.



31. Evidence of roof leaks was observed in several locations.



32. All interior finishes and fixtures are in a highly degraded condition.



33. All interior finishes are in a highly degraded condition.



34. All interior finishes and fixtures are in a highly degraded condition.



35. All interior finishes are in a highly degraded condition.



36. A natural gas-fired floor furnace, presumed to date to original construction, is installed.



37. Electrical wiring and piping, both for gas and water service, are presumed to date to original construction.



38. Electrical wiring and piping, both for gas and water service, are presumed to date to original construction.

APPENDIX A

LEGEND OF SYMBOLS & ABBREVIATIONS

[illegible]

ZONING INFORMATION

THE ZONING INFORMATION WAS PROVIDED
BY THE CITY OF SUNNYSVALE
PLANNING DEPARTMENT
456 WEST OLIVE AVENUE
SUNNYSVALE, CA 94086

[HTTP://WWW.SUNNYVALE.CA.GOV/](http://www.sunnyvale.ca.gov/)

ZONE MS, INDUSTRIAL AND SERVICE

FRONT 25'

	REAR	NONE
REAR	1	1
NONE	1	1

.....

*ZONING AND RESTRICTIONS SHOWN HEREON WERE OBTAINED BY A GENERAL REQUEST AT THE ABOVE NAMED DEPARTMENT. NO REPRESENTATION IS MADE FOR THE ACCURACY OR COMPLETENESS OF SAID THIRD PARTY INFORMATION. THIS FIRM IS NOT AN EXPERT IN THE INTERPRETATION OF COMPLEX ZONING ORDINANCES. COMPLIANCE IS BEYOND THE SCOPE OF THIS SURVEY. ANY USER OF SAID INFORMATION IS URGED TO CONTACT THE LOCAL AGENCY DIRECTLY.

OOD NOTE:

SHMEDD-CX0045H
06/05/2003
05/18/2009
05/18/2009
06/03/2014

is not in a Special Flood Hazard Area. By telephone call to the National Flood Insurance Program (800-638-6620) we have learned this community does currently participate in the program. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

GENERAL NOTES

<p>observed no discernible evidence of recent street or sidewalk construction or repair.</p> <p>observed no discernible evidence of site being used as a solid waste dump or sanitary landfill.</p> <p>observed no discernible evidence of site being used as a cemetery or burial grounds.</p>	<p>observed no discernible evidence of earth moving work, building construction or building additions within recent months.</p>
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STATEMENT OF ENCROACHMENTS

*** THIS IS A LISTING OF OBSERVED IMPROVEMENTS THAT CROSS PROPERTY LINES
STATEMENT OF OWNERSHIP OR POSSESSION IS NOT THE INTENT OF THIS LISTING.

PARCEL SUMMARY

187,341 SQ.FT
4.3008 ACRES

PARKING SUMMARY

NO PARKING ON THIS PROPERTY

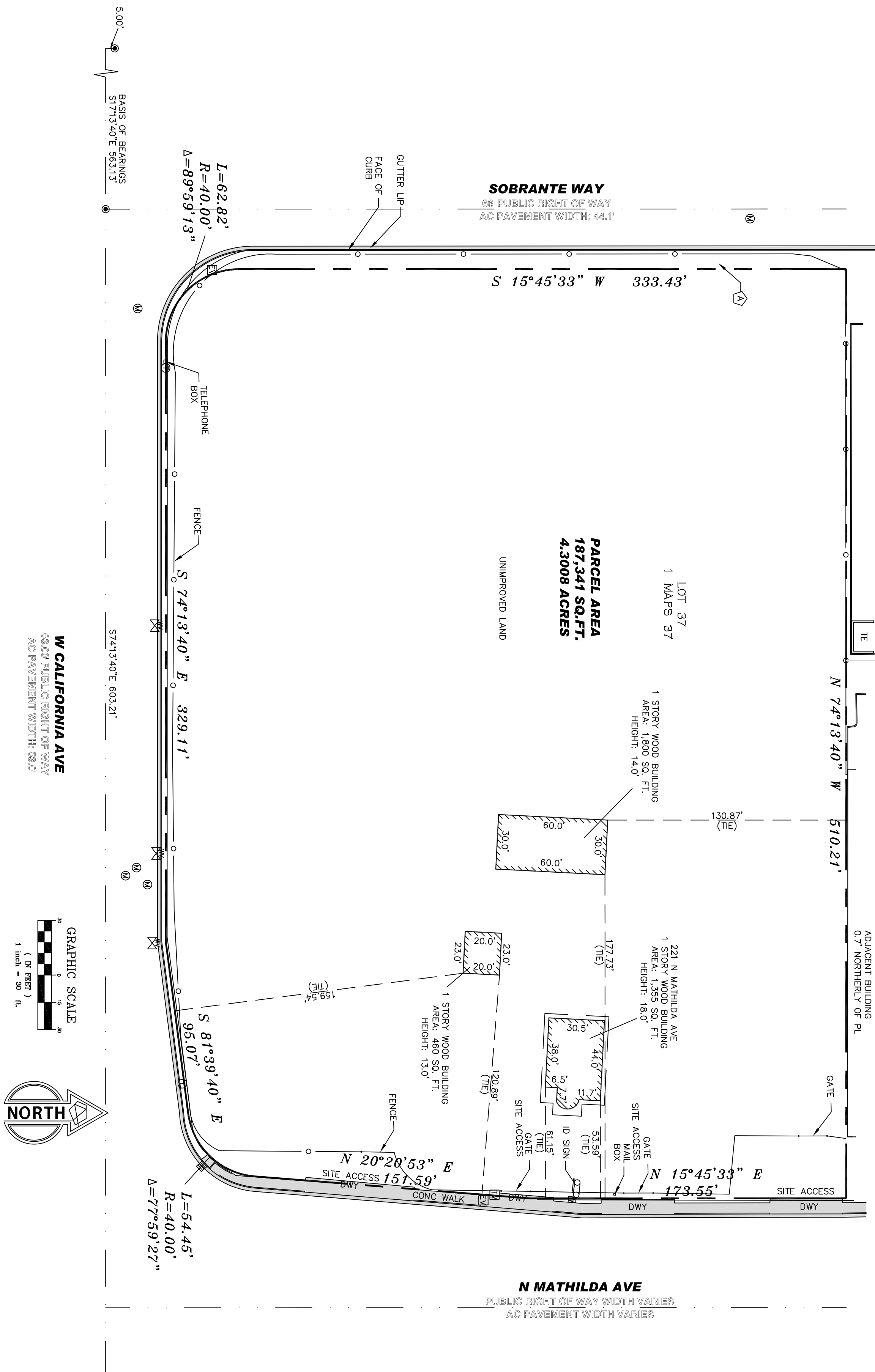
NOTES CORRESPONDING TO SCHEDULE B

TITLE ITEMS PER SCHEDULE "B" OF THE PRELIMINARY TITLE REPORT
ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO
NCS-668206--SF DATED MAY 14, 2014 AT 7:30 A.M.

NO SURVEY MATTERS

BASIS OF BEARINGS

THE CENTER LINE OF CALIFORNIA AVENUE, N74°13'40"W, AS SHOWN ON THAT CERTAIN MAP FILED FOR RECORD IN BOOK 217 OF ROS, PAGE X, RECORDS OF SANTA CLARA COUNTY WAS USED AS THE BASIS OF BEARINGS.



LEGAL DESCRIPTION

LOT 37, AS SHOWN ON THE MAP OF THE JAMES T. MURPHY SUBDIVISION, WHICH MAP WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON JULY 6, 1896 IN BOOK 1 OF MAPS, PAGE 37.

EXCEPTING THEREFROM PARCEL G AND PARCEL H, AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF SANTA CLARA, STATE OF CALIFORNIA ON DECEMBER 29, 1966 IN BOOK 217 OF MAPS, PAGE 52, AND AS CONVEYED TO THE COUNTY OF SANTA CLARA BY INDIVIDUAL GRANT DEED RECORDED JANUARY 19, 1968 IN BOOK 7999, PAGE 324 OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM EVERYTHING WESTERLY OF THE EASTERLY LINE OF SOBRAÑITE WAY.

APN: 165-27-010 ARB : 163-25-021

SURVEYOR'S CERTIFICATION

TO:
FIRST AMERICAN TITLE INSURANCE COMPANY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 3, 4, 6, 7A, 7B1, 7C, 8, 9, 10, 11A, 13, 14, 16, 17 AND 18 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 06/02/2014

DIRK C. SLOOTEN

REGISTERED LAND SURVEYOR NO. LS5342
IN THE STATE OF CALIFORNIA
DATE OF PLAT OR MAP: 06/04/2014

SURVEY PERFORMED BY:
SLOOTEN CONSULTING, INC.
4740 NORTHGATE BLVD., SUITE 115
SACRAMENTO, CA 95834
(916)641-7570

DATE:				
SCALE:				
DESIGNED:				
DRAWN:				
CHECKED:				
PROJ.ENGR.:				
FILE:	No.	BY	DATE	REVISION

SLOOTEN CONSULTING
SURVEYING & ENGINEERING

4740 NORTHGATE BL., SUITE 115
SACRAMENTO, CA 95834

(916)641-7570
(FAX)641-7572

ALTA/ACSM LAND TITLE SURVEY

SUNNYVALE

221 N MATHILDA AVE
SANTA CLARA

CALIFORNIA



CITY OF SUNNYVALE CALIFORNIA

On-Line Building Permit Services

[Permits Home](#) [My Account](#) [Help](#)[Permits](#)[Inspections](#)[Plan Checks](#)[Histories](#)[Zoning](#)

Search Permit History Result

Criteria:

Address 221 N MATHILDA

APN

Result:

Building Projects

Building Permit #	Permit Types	Construction Type	Complete Status	Complete Date
-------------------	--------------	-------------------	-----------------	---------------

18048577	Electrical	Remodel	Finalled	5/1/1975
----------	------------	---------	----------	----------

Address 221 N MATHILDA AV

Description (none)

18149662	Sign	New	Finalled	12/17/1973
----------	------	-----	----------	------------

Address 221 N MATHILDA AV

Description POLE

Planning Projects

Planning Permit #	Permit Types	Decision	Decision Date
-------------------	--------------	----------	---------------

20127287	Other Permit Type	Completed	1/14/2015
----------	-------------------	-----------	-----------

Address 221 N MATHILDA AV

Description PROJECT PLANNER ASSIGNED (MELLOW'S NURSERY)

19660047	Use Permit	Approved	3/14/1966
----------	------------	----------	-----------

Address 221 N MATHILDA AV

Description ALLOW GAS STATION

20157302	Environmental Review Use Permit	Unknown	
----------	------------------------------------	---------	--

Address 221 N MATHILDA AV

Description To redevelop a 4.3-acre site (Mellow Nursery) into a three-story office/R&D building with a four-level parking structure

20157027	Preliminary Review	Unknown	
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Address 221 N MATHILDA AV

Description PRELIMINARY REVIEW FOR A NEW THREE-STORY OFFICE BUILDING (12 8,224 SF) AND A FOUR-STORY PARKING STRUCTURE AT THE MELLOW'S

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Search Zoning Result

Criteria:

Address:

APN: 16527010

Result:

APN	Address	Zoning District	General Plan Designation	Lot Sq Feet	Units	Flood Zone Community Panel #060352 0001 D 12/19/97	Bing Map	Google Map
16527010	221 N MATHILDA AV	MS	Industrial	187,352	1 unit	X	B.Map	G.Map

The information above is deemed reliable but is **not** guaranteed. Please contact the [Planning Division](#) for further confirmation.

For information about development standards and uses for specific zoning districts, please refer to the following links:

Residential Zoning
(R0, R1, RMH, etc.)

[Summary of Residential Zoning Standards](#)

Commercial and Industrial Zoning
(C1, MS, O, etc.)

[Summary of Commercial and Industrial Zoning Standards](#)

Public Zoning
(CD, PF, DSP, etc.)

[Sunnyvale Municipal Code](#)[Search another Zoning](#)[City of Sunnyvale](#)[Community Development](#)[E-OneStop](#)



COMMERCIAL/INDUSTRIAL ZONING STANDARDS

The following is a summary of commercial and industrial zoning standards from the Sunnyvale Municipal Code.

This summary provides a general overview of commercial and industrial zoning standards and is not intended as a comprehensive list. Exceptions and/or additional restrictions may apply to the following development standards. Please refer to the sidebar for more information. Refer to Title 19 of the Sunnyvale Municipal Code for more information.

COMMERCIAL ZONING DISTRICTS

C-1

Front Setback Minimum	70 ft.
Side Setback Minimum	None
Rear Setback Minimum	None
Maximum Lot Coverage	35%
Maximum Floor Area Ratio	None
Height Limitation	40 ft. and 2 stories
Minimum Lot Area	None

C-2 AND C-3

Front Setback Minimum	70 ft.
Side Setback Minimum	None
Rear Setback Minimum	None
Maximum Lot Coverage	35%
Maximum Floor Area Ratio	None
Height Limitation	75 ft. and 8 stories
Minimum Lot Area	None

C-4

Front Setback Minimum	20 ft.
Side Setback Minimum	None
Rear Setback Minimum	None
Maximum Lot Coverage	35%
Maximum Floor Area Ratio	None
Height Limitation	40 ft. 2 stories
Minimum Lot Area	None

O

Front Setback Minimum	20 ft.
Side Setback Minimum	6 ft. min. and 15 ft. total
Rear Setback Minimum	20 ft.
Maximum Lot Coverage	40%
Maximum Floor Area Ratio	None
Height Limitation	30 ft. 2 stories
Minimum Lot Area	8,000 sq. ft.

PF

Setbacks, Height, Lot Coverage	Most restrictive abutting zoning district.
Minimum Lot Area	None

PRECISE PLAN FOR EL CAMINO REAL

Properties located within the El Camino Real Precise Plan and zoned with the ECR combining district have special policies and development design standards. Please refer to the Precise Plan for more information.

HEIGHTS

The listed building heights are the maximum possible heights, not necessarily what would be approved for specific projects.

LIMITED BUILDING HEIGHT FOR COMMERCIAL ZONES WITHIN 75 FT. OF A RESIDENTIAL ZONE

If the adjacent lot has a one-story building, height is limited to 20 ft. If the adjacent lot has a two-story building or is vacant, height is limited to 30 ft.

LARGER SETBACKS FOR COMMERCIAL ZONES ADJACENT TO RESIDENTIAL ZONES

Developments shall provide a side yard of 15 ft. and a rear yard of 10 ft. An additional 3 ft. of setback is required for each story above the first. For buildings not divided by stories, an additional 3 ft. setback is required for each 10 ft. above 20 ft.

SETBACKS FOR CORNER LOTS IN C-1, C-2, C-3 and O ZONES

Longer street frontages on corner lots may have reduced setbacks of 15 ft. except along El Camino Real.

INDUSTRIAL ZONING DISTRICTS

Exceptions and/or additional restrictions may apply to the following development standards. Please refer to the sidebar for more information.

Additional benefits are stipulated for industrial buildings that qualify as “green.” In the M-S and M-3 Zoning Districts, up to 5% FAR bonuses may be allowed for projects that meet certain green standards listed in SMC 19.32.075. In the Moffett Park Specific Plan area, streamlined review processes are available for projects that meet the requirements outlined in SMC 19.29. Please see these code sections for further details.

M-S AND M-3

Front Setback Minimum	25 ft.
Side Setback Minimum	No min. 20 ft. total
Rear Setback Minimum	None
Maximum Lot Coverage	45%
Maximum Floor Area Ratio	35%
Height Limitation	75 ft. and 8 stories
Minimum Lot Area	22,500 sq. ft.

MOFFETT PARK ZONING DISTRICTS

The Moffett Park Specific Plan has special floor area ratio requirements relating to green buildings and development reserves. Maximum building height may also be increased dependent on the specifics of the project. Please refer to SMC 19.29 and the Moffett Park Specific Plan for complete information regarding these zoning districts.

MP-TOD

Front Setback Minimum	15 ft.
Side Setback Minimum	No min. 20 ft. total
Rear Setback Minimum	None
Maximum Lot Coverage	45%
Maximum Floor Area Ratio	50%
Height Limitation	75 ft. and 8 stories
Minimum Lot Area	22,500 sq. ft.

MP-I

Front Setback Minimum	15 ft.
Side Setback Minimum	No min. 20 ft. total
Rear Setback Minimum	None
Maximum Lot Coverage	45%
Maximum Floor Area Ratio	35%
Height Limitation	75 ft. and 8 stories
Minimum Lot Area	22,500 sq. ft.

MP-C

Front Setback Minimum	15 ft.
Side Setback Minimum	No min. 20 ft. total
Rear Setback Minimum	20
Maximum Lot Coverage	45%
Maximum Floor Area Ratio	40%
Height Limitation	75 ft. and 8 stories
Minimum Lot Area	22,500 sq. ft.

FLOOR AREA RATIOS
The ratio of the gross floor area to lot size. See SMC 19.12.070 for a complete definition of gross floor area.

LIMITED BUILDING HEIGHT FOR INDUSTRIAL ZONES WITHIN 75 FT. OF A RESIDENTIAL ZONE
If the adjacent lot has a one-story building, height is limited to 20 ft. If the adjacent lot has a two-story building or is undeveloped, height is limited to 30 ft.

INDUSTRIAL PROPERTIES ON PUBLIC STREETS WITH MIN. 86 FT. IN WIDTH
Front setbacks are increased to 35 ft.

LARGER SETBACKS FOR INDUSTRIAL ZONES ADJACENT TO RESIDENTIAL ZONES
If a property adjoins a residentially zoned property, all affected yards must be increased to 100 ft.

HEIGHT OF HOTELS AND MOTELS IN INDUSTRIAL ZONES
Height may exceed 75 ft. if allowed by a Use Permit.

APPENDIX B



APPLICATION FOR AUTHORIZATION TO USE

REPORT TITLE: PROPERTY CONDITION ASSESSMENT

221 North Mathilda Avenue
Sunnyvale, California 94086

PROJECT NUMBER: 15083.61

To: AllWest Environmental, Inc.
2141 Mission Street, Suite 100
San Francisco, CA 94110

From (Applicant): _____

*(Please clearly identify name and address of person/entity
applying for permission to use or copy this document)*

Ladies and Gentlemen:

Applicant states they have thoroughly reviewed the report and had the opportunity to discuss with AllWest the report's methodology, findings and conclusion(s).

Applicant hereby applies for permission to rely upon AllWest's work product, as described above, for the purpose of (state here the purpose for which you wish to rely upon the work product):

Applicant only can accept and rely upon AllWest work product under the strict understanding that Applicant is bound by all provisions in the Terms and Conditions attached to the report. Every report, recommendation, finding, or conclusion issued by AllWest shall be subject to the limitations stated in the Agreement and subject report(s). If this is agreeable, please sign below and return one copy of this letter to us along with the applicable fees. Upon receipt and if acceptable, our signed letter will be returned. AllWest may withhold permission at its sole discretion or require additional re-use fees or terms.

FEES: A \$1,650 coordination and reliance fee, payable in advance, will apply. If desired, for an additional \$150 report reproduction fee, we will reissue the report in the name of the Applicant; the report date, however, will remain the same. All checks will be returned if your request for reliance is not approved.

REQUESTED BY

Applicant Company

Print Name and Title

Signature and Date

APPROVED BY

AllWest Environmental, Inc.

Print Name and Title

Signature and Date

GENERAL CONDITIONS TO THE WORK AUTHORIZATION AGREEMENT

It is hereby agreed that the Client retains AllWest to provide services as set forth in the Work Authorization attached hereto (the "Work"). This contract shall be controlled by the following terms and conditions, and these terms and conditions shall also control any further assignments performed pursuant to this Work Authorization. Client's signature on this Work Authorization constitutes Client's agreement to the all terms to this contract, including these General Conditions.

FEES AND COSTS

1. AllWest shall charge for work performed by its personnel at the rates identified in the Work Authorization. These rates are subject to reasonable increases by AllWest upon giving Client 30 days advance notice. Reimbursable Costs will be charged to the Client in addition to the fees for the basic services under this Agreement and all Additional Services (defined below) under the Agreement. Reimbursable Costs include, but are not limited to, expenses for travel, including transportation, meals, lodging, long distance telephone and other related expenses, as well as the costs of reproduction of all drawings for the Client's use, costs for specifications and type-written reports, permit and approval fees, automobile travel reimbursement, costs and fees of subcontractors, and soil and other materials testing. No overtime is accrued for time spent in travel. All costs incurred which relate to the services or materials provided by a contractor or subcontractor to AllWest shall be invoiced by AllWest on the basis of cost plus twenty percent (20%). Automobile travel reimbursement shall be at the rate of fifty- eight cents (\$0.58) per mile. All other reimbursable costs shall be invoiced and billed by AllWest at the rate of 1.1 times the direct cost to AllWest. Reimbursable costs will be charged to the client only as outlined in the Work Authorization if the scope of work is for Phase I Environmental Site Assessment, Property Condition Assessment, Seismic Assessment or ALTA survey. Invoices for work performed shall be submitted monthly. Payment will be due upon receipt of invoice. Client shall pay interest on the balance of unpaid invoices which are overdue by more than 30 days, at a rate of 18% per annum as well as all attorney fees and costs incurred by AllWest to secure payment of unpaid invoices. AllWest may waive such fees at its sole discretion.

STANDARD OF CARE

2. AllWest will perform its work in accordance with the standard of care of its industry, as it is at the time of the work being performed, and applicable in the locale of the work being performed. AllWest makes no other warranties, express or implied regarding its work.

LIMITATION OF REMEDIES

3. Client expressly agrees that to the fullest extent permitted by law, Client's remedies for any liability incurred by AllWest, and/or its employees or agents, for any and all claims arising from AllWest's services, shall be \$50,000 or its fees, whichever is greater.

Client may request a higher limitation of remedies, but must do so in writing. Upon such written request, AllWest may agree to increase this limit in exchange for a mutually negotiated higher fee commensurate with the increased risk to AllWest. Any such agreed increase in fee and limitation of remedies amount must be memorialized by written agreement which expressly amends the terms of this clause.

As used in this section, the term "limitation of remedies" shall apply to claims of any kind, including, but not limited to, claims brought in contract, tort, strict liability, or otherwise, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to AllWest's services or the services of AllWest's subcontractors, consultants, agents, officers, directors, and employees from any cause(s). AllWest shall not be liable for any claims of loss of profits or any other indirect, incidental, or consequential damages of any nature whatsoever. Client & AllWest have specifically negotiated this limitation.

INDEMNIFICATION

4. Notwithstanding any other provision of this Agreement, Client agrees, to the fullest extent permitted by law, to waive any claim against, release from any liability or responsibility for, and , indemnify and hold harmless AllWest, its employees, agents and sub-consultants (collectively, Consultant) from and against any and all damages, liabilities, claims, actions or costs of any kind, including reasonable attorney's fees and defense costs, arising or alleged to arise out of or to be in any way connected with the Project or the performance or non-performance of Consultant of any services under this Agreement, excepting only any such liabilities determined by a court or other forum of competent jurisdiction to have been caused by the negligence or willful misconduct of Consultant. This provision shall be in addition to any rights of indemnity that Consultant may have under the law and shall survive and remain in effect following the termination of this Agreement for any reason. Should any part of this provision be determined to be unenforceable, AllWest and Client agree that the rest of the provision shall apply to the maximum extent permitted by law. The Client's duty to defend AllWest shall arise immediately upon tender of any matter potentially covered by the above obligations to indemnify and hold harmless.

MEDIATION & JUDICIAL REFERENCE

5. In an effort to resolve any conflicts or disputes that arise regarding the performance of this agreement, the Client & AllWest agree that all such disputes shall be submitted to non-binding mediation, using a mutually agreed upon mediation service experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a condition precedent to the initiation of any other adjudicative proceedings. It is further agreed that any dispute that is not settled pursuant to such mediation shall be adjudicated by a court appointed referee in accordance with the Judicial Reference procedures as set forth in California Code of Civil Procedure Section 638 et seq. The parties hereby mutually agree to waive any right to a trial by jury regarding any dispute arising out of this agreement.

The parties further agree to include a similar mediation, Judicial Reference & waiver of jury trial provision in their agreements with other independent contractors & consultants retained for the project and require them to similarly agree to these dispute resolution procedures. The cost of said Mediation shall be split equally between the parties. This agreement to mediate shall be specifically enforceable under the prevailing law of the jurisdiction in which this agreement was signed.

HAZARDOUS WASTE

6. Client acknowledges that AllWest and its sub-contractors have played no part in the creation of any hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem, which may exist, and that AllWest has been retained for the sole purpose of performing the services set out in the scope of work within this Agreement, which may include, but is not necessarily limited to such services as assisting the Client in assessing any problem which may exist and in assisting the

Client in formulating a remedial program. Client acknowledges that while necessary for investigations, commonly used exploration methods employed by AllWest may penetrate through contaminated materials and serve as a connecting passageway between the contaminated material and an uncontaminated aquifer or groundwater, possibly inducing cross contamination. While back-filling with grout or other means, according to a state of practice design is intended to provide a seal against such passageway, it is recognized that such a seal may be imperfect and that there is an inherent risk in drilling borings of performing other exploration methods in a hazardous waste site.

AllWest will not sign or execute hazardous waste manifests or other waste tracking documents on behalf of Client unless Client specifically establishes AllWest as an express agent of Client under a written agency agreement approved by AllWest. In addition, Client agrees that AllWest shall not be required to sign any documents, no matter requested by whom, that would have the effect of AllWest providing any form of certification, guarantee, or warranty as to any matter or to opine on conditions for which the existence AllWest cannot ascertain. Client also agrees that it shall never seek or otherwise attempt to have AllWest provide any form of such certification, guarantee or warranty in exchange for resolution of any disputes between Client and AllWest, or as a condition precedent to making payment to AllWest for fees and costs owing under this Agreement.

Client understands and agrees that AllWest is not, and has no responsibility as, a generator, operator, treater, storer, transporter, arranger or disposer of hazardous or toxic substances found or identified at the site, including investigation-derived waste. The Client shall undertake and arrange for the removal, treatment, storage, disposal and/or treatment of hazardous material and investigation derived waste (such as drill cuttings) and further, assumes full responsibility for such wastes to the complete exclusion of any responsibility, duty or obligation upon AllWest. AllWest's responsibilities shall be limited to recommendations regarding such matters and assistance with appropriate arrangements if authorized by Client.

FORCE MAJUERE

7. Neither party shall be responsible for damages or delays in performance under this Agreement caused by acts of God, strikes, lockouts, accidents or other events or condition (other than financial inability) beyond the other Party's reasonable control.

TERMINATION

8. This Agreement may be terminated by either party upon ten (10) days' written notice should the other party substantially fail to perform in accordance with its duties and responsibilities as set forth in this Agreement and such failure to perform is through no fault of the party initiating the termination. Client agrees that if it chooses to terminate AllWest for convenience, and AllWest has otherwise satisfactorily performed its obligations under this Agreement to that point, AllWest shall be paid no less than eighty percent (80%) of the contract price, provided, however, that if AllWest shall have completed more than eighty percent of the Work at the time of said termination, AllWest shall be compensated as provided in the Work Authorization for all services performed prior to the termination date which fall within the scope of work described in the Work Authorization and may as well, at its sole discretion and in accordance with said Schedule of Fees, charge Client, and Client agrees to pay AllWest's reasonable costs and labor in winding up its files and removing equipment and other materials from the Project.

Upon notice of termination by Client to AllWest, AllWest may issue notice of such termination to other consultants, contractors, subcontractors and to governing agencies having jurisdiction over the Project, and take such other actions as are reasonably necessary in order to give notice that AllWest is no longer associated with the Project and to protect AllWest from claims of liability from the work of others.

DOCUMENTS

9. Any documents prepared by AllWest, including, but not limited to proposals, project specifications, drawings, calculations, plans and maps, and any ideas and designs incorporated therein, as well as any reproduction of the above are instruments of service and shall remain the property of AllWest and AllWest retains copyrights to these instruments of service. AllWest grants to Client a non-exclusive license to use these instruments of service for the purpose of completing and maintaining the Project. The Client shall be permitted to retain a copy of any instruments of service, but Client expressly agrees and acknowledges that the instruments of service may not be used by the Client on other projects, or for any other purpose, except the project for which they were prepared, unless Client first obtains a written agreement expanding the license to such use from AllWest, and with appropriate compensation to AllWest. Client further agrees that such instruments of service shall not be provided to any third parties without the express written permission of AllWest.

Client shall furnish, or cause to be furnished to AllWest all documents and information known to Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, PCBs, or any other hazardous materials or waste at, on or under the site. In addition, Client will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information on surface or subsurface site conditions, e.g., underground tanks, pipelines and buried utilities, required by AllWest for proper performance of its services. IF Client fails to provide AllWest with all hazardous material subject matter reports including geotechnical assessments in its possession during the period that AllWest is actively providing its services (including up to 30 days after its final invoice), Client shall release AllWest from any and all liability for risks and damages the Client incurs resulting from its reliance on AllWest's professional opinion. AllWest shall be entitled to rely upon Client - provided documents and information in performing the services required in this Agreement; however, AllWest assumes no responsibility or liability for the accuracy or completeness of Client-provided documents. Client-provided documents will remain the property of the Client.

ACCESS TO PROJECT

10. Client grants to AllWest the right of access and entry to the Project at all times necessary for AllWest to perform the Work. If Client is not the owner of the Project, then Client represents that Client has full authority to grant access and right of entry to AllWest for the purpose of AllWest's performance of the Work. This right of access and entry extends fully to any agents, employees, contractors or subcontractors of AllWest upon reasonable proof of association with AllWest. Client's failure to provide such timely access and permission shall constitute a material breach of this Agreement excusing AllWest from performance of its duties under this Agreement.

CONFIDENTIAL INFORMATION

11. Both Client and AllWest understand that in conjunction with AllWest's performance of the Work on the project, both Client and AllWest may receive or be exposed to Proprietary Information of the other. As used herein, the term "Proprietary Information" refers to any and all information of a confidential, proprietary or secret nature which may be either applicable to, or relate in any way to: (a) the personal, financial or other affairs of the business of each of the Parties, or (b) the

research and development or investigations of each of the Parties. Proprietary Information includes, for example and without limitation, trade secrets, processes, formulas, data, know-how, improvements, inventions, techniques, software technical data, developments, research projects, plans for future development, marketing plans and strategies. Each of the Parties agrees that all Proprietary Information of the other party is and shall remain exclusively the property of that other party. The parties further acknowledge that the Proprietary Information of the other party is a special, valuable and unique asset of that party, and each of the Parties agrees that at all times during the terms of this Agreement and thereafter to keep in confidence and trust all Proprietary Information of the other party, whether such Proprietary Information was obtained or developed by the other party before, during or after the term of this Agreement. Each of the Parties agrees not to sell, distribute, disclose or use in any other unauthorized manner the Proprietary Information of the other party. AllWest further agrees that it will not sell, distribute or disclose information or the results of any testing obtained by AllWest during the performance of the Work without the prior written approval of Client unless required to do so by federal, state or local statute, ordinance or regulation.

INDEPENDENT CONTRACTOR

12. Both Client and AllWest agree that AllWest is an independent contractor in the performance of the Work under this Agreement. All persons or parties employed by AllWest in connection with the Work are the agents, employees or subcontractors of AllWest and not of Client. Accordingly, AllWest shall be responsible for payment of all taxes arising out of AllWest's activities in performing the Work under this Agreement.

ENTIRE AGREEMENT

13. This Agreement contains the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes and replaces in its entirety all prior and contemporaneous proposals, agreements, representations and understandings of the Parties. The Parties have carefully read and understand the contents of this Agreement and sign their names to the same as their own free act.

INTEGRATION

14. This is a fully integrated Agreement. The terms of this Agreement may be modified only by a writing signed by both Parties. The terms of this Agreement were fully negotiated by the Parties and shall not be construed for or against the Client or AllWest but shall be interpreted in accordance with the general meaning of the language in an effort to reach the intended result.

MODIFICATION / WAIVER / PARTIAL INVALIDITY

15. Failure on the part of either party to complain of any act or omission of the other, or to declare the other party in default, shall not constitute a waiver by such party of its rights hereunder. If any provision of this Agreement or its application be unenforceable to any extent, the Parties agree that the remainder of this Agreement shall not be affected and shall be enforced to the greatest extent permitted by law.

INUREMENT / TITLES

16. Subject to any restrictions on transfers, assignments and encumbrances set forth herein, this Agreement shall inure to the benefit of and be binding upon the undersigned Parties and their respective heirs, executors, legal representatives, successors and assigns. Paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience, and for reference only, and in no way limit, define or extend the provisions of any paragraph. , et al., incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

AUTHORITY

17. Each of the persons executing this Agreement on behalf of a corporation does hereby covenant and warrant that the corporation is duly authorized and existing under the laws of its respective state of incorporation, that the corporation has and is qualified to do business in its respective state of incorporation, that the corporation has the full right and authority to enter into this Agreement, and that each person signing on behalf of the corporation is authorized to do so. If the Client is a joint venture, limited liability company or a partnership, the signatories below warrant that said entity is properly and duly organized and existing under the laws of the state of its formation and pursuant to the organizational and operating document of the entity, and the laws of the state of its formation, said signatory has authority act on behalf of and commit the entity to this Agreement.

COUNTERPARTS

18. This Agreement may be signed in counterparts by each of the Parties hereto and, taken together, the signed counterparts shall constitute a single document.

THIRD PARTY BENEFICIARIES / CONTROLLING LAW

19. There are no intended third party beneficiaries of this Agreement. The services, data & opinions expressed by AllWest are for the sole use of the client, are for a particular project and may not be relied upon by anyone other than the client. This Agreement shall be controlled by the laws of the State of California and any action by either party to enforce this Agreement shall be brought in San Francisco County, California.

TIME BAR TO LEGAL ACTION

20. Any legal actions by either party against the other related to this Agreement, shall be barred after one year has passed from the time the claimant knew or should have known of its claim, and under no circumstances shall be initiated after two years have passed from the date by which AllWest completes its services.

