

## EXTENSION AGREEMENT

This Extension Agreement (this “Agreement”) is made as of this 20 day of May, 2020 (“Effective Date”) by and between Ralph and Ladan Dalla Betta (collectively, “Applicant”) and the City of Sunnyvale, a California municipal corporation (“City”) with reference to the following facts.

WHEREAS, Applicant is the owner of certain property located at 814 Selkirk Place in Sunnyvale, California (the “Property”); and on March 24, 2020, submitted a complete miscellaneous plan permit application (the “Application”) to the City’s Planning Department to construct an accessory dwelling unit (“ADU”) at the Property.

WHEREAS, pursuant to California law concerning the creation of ADUs (Gov’t Code §§ 65852.2 et seq.), local agencies (including City) must act on an application to construct an ADU within sixty (60) days of receiving a complete application.

WHEREAS, pursuant Gov’t Code § 65852.2(a)(3), City must act on the Application by May 25, 2020, unless Applicant requests a delay.

WHEREAS, City and Applicant have agreed to a one-time extension of the statutory deadline described above in order to (i) hold a duly-noticed Zoning Administrator hearing on June 10, 2020 (the “Hearing”) to consider Applicant’s variance application submitted on May 5, 2020 (“Variance”), and (ii) allow sufficient time after the Hearing for the Zoning Administrator to issue a decision on the Variance.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, Applicant and City agree as follows:

1. Extension of Statutory Deadline. Applicant acknowledges and agrees to voluntarily extend the 60-day statutory deadline for City to act on the Application, which shall commence concurrently with the Effective Date and shall automatically terminate on June 19, 2020 (the “Extension”). Applicant and City agree that the Extension granted herein shall solely be for the purposes of conducting the Hearing and rendering a decision on the Variance shortly thereafter. Applicant and City acknowledge and agree that the Extension shall terminate on June 19, 2020, after which the statutory deadline for City to act on the Application shall continue in full force and effect.

2. Reservation of Rights. With the exception of the Extension provided in Section 1, nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies of Applicants, whether provided under state law or the Sunnyvale Municipal Code.

3. Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

4. Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute, collectively, one and the same Agreement.

5. Governing Law. This Agreement is executed pursuant to, and shall be construed under and governed exclusively by, the internal laws of the State of California without regard to its conflict of law provisions.

*[Signature page follows]*

NOW, WHEREOF, the undersigned have executed this Agreement as of this 20 day of May, 2020.

**APPLICANT:**

DocuSigned by:  
By: Ladan Della Betta  
Name: Ladan Della Betta  
Title: Homeowner

**CITY:**

City of Sunnyvale, a California municipal corporation

DocuSigned by:  
By: Rebecca Moon  
Name: Rebecca Moon  
Title: Sr. Asst. City Attorney