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PROPERTY CONDITION ASSESSMENT

**Tiburon Baptist Church
445 Greenwood Beach Road
Tiburon, California 94920**

PREPARED FOR:

**Tiburon Baptist Church
Daniel F. McLennon, Trustee
445 Greenwood Beach Road
Tiburon, California 94920**

June 26, 2023

PREPARED BY:

A handwritten signature in black ink, appearing to read 'Ryan Miller', is written over a light gray rectangular background.

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Ryan Miller Architects

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MEP EQUIPMENT LIST

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Appendix A Assessor's Parcel Map, Assessor's Summary, and Zoning Map,

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PROPERTY CONDITION ASSESSMENT

I. PROPERTY DESCRIPTION

The Tiburon Baptist Church consists of a three-level building on an irregularly shaped site of an estimated 3.71 acres (161,600 square feet). According to architectural plans provided to us, the total floor area is 21,134 square feet (SF). The church is reported to have been built in stages with the earliest construction of the Sanctuary space having occurred in 1954. Other phases of construction were reported to have occurred in 1964, the mid-1980s, and the mid-1990s.

The subject property is bounded by Tiburon Boulevard (Highway 131) to the north and Greenwood Beach Road to the south. The site has a lenticular shape in plan and is sloped with the church facility situated atop a crown in the approximate center of the parcel. From the crown, the site slopes appreciably downward in all directions. The total change in elevation is forty feet. The site has 1054.48 feet of street frontage along Tiburon Boulevard and 1269.84 feet of footage along Greenwood Beach Road. The site is located within the R-1 zoning district (single family residential); religious places of worship are allowed in the R-1 zone with a conditional use permit. The church is located in a residential district with single family dwellings in the immediate vicinity.

The building is situated above adjacent street grade along both Tiburon Boulevard and Greenwood Beach Road. The church facility occupies approximately 9% of the parcel. The remainder of the site is developed with at-grade, asphalt-paved parking lots with drive aisles, asphalt paved roadways, unpaved parking areas topped with gravel or grass, site landscaping, a small playground, and concrete walkways. Landscaping consists of grassy areas, ground cover, flowering plants, and mature trees and shrubs. Landscaped islands are also located within the parking lot; some islands contain trees. Public sidewalks are not located along either Tiburon Boulevard or Greenwood Beach Road. The site landscaping is generally maintained in a naturalistic manner; more formal, purposeful plantings are located adjacent to the building where shrubs, trees, and flowering plants are found.

Off-street parking with delineated parking stalls for 76 cars is provided in the paved parking lots. The paved parking lots and access aisles are located on the north portion of the property and extend to both the east and west of the church building. Access roads connect the east and west ends of the parking lot to Greenwood Beach Road. The last parking lot re-seal was reported to have been performed in October 2017. The unpaved parking areas extend approximately 350 feet to the west of the church facility. Seven parking stalls marked as Accessible are provided, one of which is marked as Van Accessible.

Construction is Type V-B (current designation; the old designation was Type V-N), Non-Fire Resistive Rated, fully fire sprinklered. We assume that a reinforced concrete slab-on-grade foundation with perimeter grade beams and isolated spread footings for interior support is provided. Conventional

Type-V wood stud wall, floor, and roof framing is utilized along with plywood floor and roof decking. Steel and concrete columns provide additional vertical support; some portions of some concrete columns are visible. Large glulam columns are also installed at the Sanctuary portion of the property.

The exterior walls are comprised of exterior concrete stucco wall panels on conventional wood stud framing; plywood sheathing is assumed to be provided as the substrate for the stucco wall panels. The structural composition of these walls is covered with interior and exterior finishes which prevent direct observation of structural members. The primary exterior color is pale red with light tan used as an accent on wood exterior building elements.

The roofs are generally flat with minimal slopes to screened roof drains; overflow protection, in the form of either scuppers or overflow drains, is not provided. Built-up roofing (BUR) systems with a white mineral granule top sheet are provided on the flat roof areas; there are no parapets. Conventional asphalt composite shingles are used on pitched roof areas. The BUR roofing systems were reportedly installed in September 2017; the composite shingle roofing systems were previously reported to date to 2006.

Space heating is provided by natural gas-fired forced air furnaces and a hot water boiler. A list of HVAC and water heater equipment is provided with design capacities, ages, and remaining life expectancy.

Wet-pipe fire sprinkler and electronic fire alarm systems are part of the building infrastructure. Additional fire protection is provided by fire extinguishers. A burglar alarm system is not installed.

A two-stop hydraulic elevator is installed; it dates to 1986. It serves the main and lower levels of the building; it does not serve the upper level classroom and office area along the north side of the building.

Owing to the age of the subject property—some phases of construction were reported as having been constructed in the mid-1950s and mid-1960s—and to the prevalence of lead and asbestos containing materials used at the time of original construction and up until the late 1970s, there is a reasonable likelihood that some building materials, insulation, and finishes may contain lead, asbestos, or other hazardous materials.

Asbestos is often found in, among other building materials, exterior siding (asbestos shingles), composite floor tiles, acoustical ceiling tiles, spray-on acoustical ceiling texture (also known as cottage cheese or popcorn ceiling), ductwork connectors, gypsum board wall compound, various types of building insulation, and mastics and adhesives. Asbestos use was largely phased out from building materials in California by approximately 1977. However, even today, asbestos is still found in a small number of building materials.

Lead is typically found in older interior and exterior paint. Lead can also be found in water supply piping and solder used for plumbing joints. Lead was phased out from inclusion in paint in California in 1978; it was banned from plumbing piping and solder in 1985. It is likely that any building constructed before 1978 in California—and that has interior or exterior paint finishes—will have lead containing materials, most likely in paint. Lead-containing solder on plumbing joints may also be a possibility.

No samples of any building materials were taken and no environmental testing was performed in conjunction with the preparation of this report. This report confirms neither the presence of nor the absence of lead, asbestos, or other hazardous substances and materials at the subject property.

Various deficiencies with site and exterior building elements for Disabled Accessibility were observed. Deficiencies for Accessibility were also observed within the interior spaces.

The subject property is evaluated as in overall “Good” to “Fair” condition, with instances of deferred maintenance—primarily concerning exterior paint finishes—observed.

Property Name: Tiburon Baptist Church

APN: 034-231-33

Property Address: 445 Greenwood Beach Road
Tiburon, California 94920

Zoning: R-1 (Single family residential)

Property Type: Religious place of worship

No. of Stories: Three

Years Built: 1954 (reported as original construction); additional construction in 1964, mid-1980s, and mid-1990s.

Seismic upgrade: None known and none observed

No. of Buildings: 1

Floor Area (total): 21,134 SF

Parking Provided: 76 stalls

Building Height: 37'-9" max.

Occupancy Class: A-3 (Assembly – places of worship)

Type of Construction: Type V-B, Non-Fire Resistive Rated, fully-sprinklered

II. PROPERTY OPERATIONS

Site Contact Name: Steven Aoki

Site Contact Phone Number: 415.388.3900

On-site full-time maintenance staff: No

Outstanding or Unresolved Code Violations: Not addressed in this report.

III. IMMEDIATE NEEDS & REPLACEMENT RESERVES

Immediate Needs

Immediate Needs are defined as physical deficiencies that require immediate action to correct: (1) existing or potentially unsafe conditions; (2) significant negative conditions impacting marketability or habitability; (3) material building code violations; (4) poor or deteriorated condition of critical elements or systems; (5) a condition that if left "as is" would cause or contribute to critical element or system failure within one year or a significant escalation in repair costs.

Immediate Repair Needs total **\$11,070** and include, among others, resetting the flagstone pavers in courtyard to eliminate tripping hazards, installation of code compliant handrails and guardrails on exterior concrete stairs, and remedial measures to address various Accessibility deficiencies.

Replacement Reserves

Replacement Reserves are funds allocated for: (1) priority-based repairs of physical deficiencies resulting from poor design, faulty installation, or the substandard quality of original systems or materials; (2) deferred maintenance; (3) replacements of components or systems that have realized or exceeded their Expected Useful Life (EUL).

EUL is defined as the average amount of time in years that an item, component, or system is estimated to function when installed new, assuming routine maintenance is practiced. This report applies EUL standards established by such organizations as the American Society of Heating, Refrigeration, and Air-conditioning Engineering, Inc. (ASHRAE) and the U.S. Department of Housing and Urban Development (HUD), but we may modify them following a subjective evaluation of an item, component, or system by experienced, licensed professionals.

The ten-year Replacement Reserves are estimated at **\$717,627**, which include a 2.5 % per year inflation factor. Recommendations include, among others, replacement of rotten and damaged exterior wood building elements, exterior repainting, and parking lot asphalt repairs and re-sealing .

Modernization/Improvement:

Items in this category are not mandatory or essential, but are recommendations for general improvements and modernization to bring the property up to current standards or best practices. The spreadsheet includes Modernization items in a separate column from the main body of the spreadsheet so that the costs for this work are totaled independently.

Modernization expenses include, among others, a new asphalt composite roofing system on the Sanctuary, the installation of an Accessibility compliant fire alarm system, and replacement of the two sets of existing concrete exterior stairs with code compliant steel stairs. The Modernization expense for

the elevator upgrades (\$300,000) is included for informational purposes only. Modernization expenses total **\$443,072**; that dollar figure includes the elevator upgrades estimate.

IV. PROPERTY CONDITION ASSESSMENT

A. GENERAL SITE CONDITIONS

OVERALL RATING: “Good”

Code/Life Safety Issues: Yes

Storm Water Drainage: “Good”

Concrete Sitework: “Good”

Fencing: “Good”

Landscaping: “Good”

Irrigation: “Good”

Water & Sewer: “Good”

Tripping Hazards: None observed

Comment: Site landscaping is generally maintained in a naturalistic condition. Though landscaping elements have been installed—particularly in areas adjacent to the church building—much of the site has remained in a generally untended state where landscaping interventions have not occurred or have been minimal. The plants and grasses along Greenwood Beach Road and Tiburon Boulevard appear to be allowed to grow freely and without intervention.

Concrete swales are located along portions of the north and south boundaries of the property in addition to an unlined culvert. These elements provide site drainage. Minor amounts of dead vegetation and detritus were observed in the swales and culvert; clean-out is recommended on a periodic basis. As a matter of routine maintenance, a cost estimate is not included in the Immediate Needs & Replacement Reserves Analysis Spreadsheet (the Spreadsheet).

Exterior light fixtures on short wooden pedestals are located in numerous locations. Some of the pedestals were observed in an out-of-plumb condition. Degraded wood was also observed on some pedestals. Unpainted wood fences are found in several locations around the site and are in a generally weathered condition. In Section D of this report, we include a general allowance to replace damaged wood building elements; this allowance includes replacement of damaged wood fencing, wood landscape edging, and wood light fixture pedestals, as required.

On the west side of the building, a fenced courtyard is located. The courtyard is paved with irregularly shaped flagstones without a mortar set. Large gaps between stones and changes in

IMMEDIATE NEEDS & REPLACEMENT RESERVES ANALYSIS: TIBURON BAPTIST CHURCH, TIBURON CA																								
Project No: 23101																								
Building Age in Years: 69																								
No. of Floors: Three																								
Approx. Gross Area: 21,134																								
No	Sec	Photo No	ITEM	Avg EUL (yr)	EFF AGE (yr)	RUL (yr)	Quantity	Unit	Cost Estimate Source	Unit Cost	Immediate Needs	Replacement Reserves										Years 1-10 Cumulative	Modernization Costs (Optional)	
												2023 Year 1	2024 Year 2	2025 Year 3	2026 Year 4	2027 Year 5	2028 Year 6	2029 Year 7	2030 Year 8	2031 Year 9	2032 Year 10			
GENERAL SITE CONDITIONS																								
1	A	53	Allowance to address tripping hazards in stone paved courtyard on west side of building.	N/A	N/A	N/A	1	LS	Allowance	\$5,000.00	\$5,000											\$0		
PARKING AREAS																								
2	B	9-12	Allowance to provide full depth and minor repairs to address cracking in asphalt parking lot and drive aisles.	N/A	N/A	N/A	1	LS	Allowance	\$50,000.00		\$40,000					\$10,000					\$50,000		
3	B	6,8-12	Provide complete seal re-seal of parking lot and drive aisles.	5	6	0	51,000	SF	Estimate	\$0.22		\$11,220					\$11,220					\$22,440		
4	B	9,55	Re-stripe non-Accessible parking stalls.	5	6	0	72	EA	Estimate	\$13.00		\$936					\$936					\$1,872		
5	B	56	Allowance to provide new gravel in gravel-paved parking areas.	N/A	N/A	N/A	1	LS	Allowance	\$13,000.00		\$5,000		\$2,000		\$2,000		\$2,000		\$2,000		\$13,000		
FOUNDATION/BASEMENT																								
6	C	84	MODERNIZATION: Conduct civil/structural engineering investigation to evaluate possible soil settlement at patio, if condition worsens.	N/A	N/A	N/A	1	LS	Allowance	\$4,000.00												\$4,000		
BUILDING FRAME/EXTERIOR ENVELOPE																								
7	D	1-6,57,58	Provide complete repainting of all exterior finishes provided with a paint finish, with exception of more recently painted portions of upper floor.	10	37	0	1	L:S	Allowance	\$85,000.00		\$85,000										\$85,000		
8	D	58	Conduct structural engineering investigation of glulam beams at Sanctuary to determine extent of damage and to provide recommendations for remedial measures.	N/A	N/A	N/A	1	LS	Allowance	\$6,000.00		\$6,000										\$6,000		
9	D	58,85,86	Allowance to replace and to make repairs to degraded exterior wood building elements during exterior re-painting (including glulam columns at Sanctuary).	N/A	N/A	N/A	1	LS	Allowance	\$165,000.00		\$165,000										\$165,000		
10	D	91	Provide concrete deck repairs per quote from Nivco Construction Corp.	N/A	N/A	N/A	1	LS	Contractor	\$5,712.00		\$5,712										\$5,712		
11	D	60,61	Provide new handrails and guardrails at both concrete exterior stairs.	N/A	N/A	N/A	1	LS	Allowance	\$8,000.00		\$8,000										\$8,000		
12	D	60,61	MODERNIZATION: Replace both sets of exterior concrete stairs with steel stairs that comply fully with current building and Accessibility codes.	N/A	N/A	N/A	1	LS	Allowance	\$35,000.00												\$0		
ROOFING SYSTEMS																								
13	E	46-48	Provide new asphalt composite shingle roofing systems at all low-sloped pitched roof areas of the building along with new flashings, gutters, and downspouts, as required.	20	19	1	1,300	SF	Estimate	\$8.00			\$10,400									\$10,400		
14	E	49-51	MODERNIZATION: Provide new asphalt composite shingle roofing systems above the Sanctuary along with new flashings, gutters, and downspouts, as required.	30	19	11	5,400	SF	Estimate	\$10.00												\$0		
15	E	44	Replace broken glass pane in skylight at north end of Sanctuary.	N/A	N/A	N/A	1	LS	Allowance	\$500.00		\$500										\$500		
16	E	41	Provide remedial measures to address described drainage problem near elevator shaft.	N/A	N/A	N/A	1	LS	Allowance	\$1,200.00		\$1,200										\$1,200		
17	E	37-51	Initiate and maintain roofing maintenance contract providing for semi-annual cleanings, inspections, and minor repairs.	1	N/A	N/A	1	LS	Estimate	\$1,200.00		\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$12,000		
PLUMBING																								
18	F	76	Replace one electric 20 gallon water heater as the unit reaches the end of its serviceable life.	20	15	5	1	EA	Estimate	\$1,350.00							\$1,350					\$1,350		
19	F	75	Replace one 30 gallon gas-fired water heater as the unit has reached the end of its serviceable life.	20	23	0	1	EA	Estimate	\$2,000.00		\$2,000										\$2,000		
20	F	75 SIM	Replace one 30 gallon electric water heater as the unit has reached the end of its serviceable life.	20	22	0	1	EA	Estimate	\$2,000.00		\$2,000										\$2,000		
21	F	87	Install low flow spigots or restriction orifices on sinks for water conservation.	N/A	N/A	N/A	1	LS	Estimate	\$500.00		\$500										\$500		
HVAC EQUIPMENT																								
ELECTRICAL EQUIPMENT																								
22	H	72,73	Perform infrared scanning of electrical panels and switchgear on a triennial basis	3	N/A	N/A	1	LS	Estimate	\$1,700.00		\$1,700					\$1,700				\$1,700	\$6,800		
23	H	74	Replace standard receptacles with GFCI receptacles when within six feet of water source.	N/A	N/A	N/A	1	LS	Estimate	\$50.00	\$50											\$0		
24	H	—	MODERNIZATION: Repair or replace exterior rusted electrical junction boxes and cover plates, if needed.	N/A	N/A	N/A	1	LS	Estimate	\$400.00												\$0		
GAS																								
25	I	88	Install flexible gas line connection on boiler for additional seismic safety.	N/A	N/A	N/A	1	LS	Estimate	\$350.00	\$350											\$0		
FIRE & LIFE SAFETY EQUIPMENT																								
26	J	78,80	MODERNIZATION: Install fire alarm horn/strobes throughout building to bring horn/strobe placements up to current ADA/CBC Accessibility standards.	N/A	N/A	N/A	21,134	SF	Estimate	\$1.75												\$0		
27	J	89	Install Ansul fire suppression system over kitchen range for fire safety.	N/A	N/A	N/A	1	EA	Estimate	\$1,700.00	\$1,700											\$0		
28	J	79	Perform required annual fire extinguisher inspection.	1	VAR	VAR	1	EA	Estimate	\$400.00	\$400											\$0		
29	J	77,78,80	MODERNIZATION: Perform five-year NFPA fire sprinkler inspection, if not current.	5	UNK	UNK	1	LS	Allowance	\$1,750.00												\$0		
VERTICAL TRANSPORTATION/ELEVATOR																								
30	K	81-83,90	MODERNIZATION: Provide upgrades to elevator cab, control panel, hydraulic pump, and running gear. Estimate provided for informational purposes.	N/A	N/A	N/A	1	EA	Estimate	\$300,000.00												\$0		
INTERIORS – GENERAL CONDITION ISSUES																								
31	L	20-36	Annual allowance for general upgrades to interior floor, wall, and ceiling finishes.	N/A	N/A	N/A	1	LS	Allowance	\$100,000.00		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$100,000		
32	L	23,35,36	Repair or replace, as required, damaged or missing wood parquet flooring.	N/A	N/A	N/A	1	LS	Allowance	\$1,500.00		\$1,500										\$1,500		
33	L	23,35,36	MODERNIZATION: Refinish parquet wood flooring in main circulation area.	N/A	N/A	N/A	3,250	SF	Saylor	\$2.75												\$0		
34	A-M	1-92	Annual allowance for overall property maintenance contingencies.	N/A	N/A	N/A	1	LS	Allowance	\$200,000.00		\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$200,000		
ACCESSIBILITY																								
35	M	10,54,63,65	Re-stripe regular Accessible parking stalls.	5	6	0	6	EA	Contractor	\$110.00		\$660					\$660					\$1,320		
36	M	54,63,65	Re-stripe Van Accessible parking stalls.	5	6	0	1	EA	Contractor	\$140.00		\$140					\$140					\$280		
37	M	63	Provide path of travel pavement markings for Accessible path from north parking stalls to building entrance.	5	N/A	N/A	1	LS	Estimate	\$375.00		\$375					\$375					\$750		
38	M	10,54,63-65	Allowance to install compliant Accessibility parking signage in all required locations.	20	N/A	N/A	1	LS	Allowance	\$2,000.00	\$2,000											\$0		
39	M	63,65	Allowance to install truncated domes in all required locations.	20	N/A	N/A	1	LS	Allowance	\$2,500.00		\$2,500										\$2,500		
40	M	23,34,60,61	Allowance to install visually contrasting stripes on all interior and exterior stairs, as required.	N/A	N/A	N/A	1	LS	Allowance	\$1,500.00	\$1,500											\$0		
41	M	19	Provide ISA signage at primary pedestrian entrance.	N/A	N/A	N/A	1	EA	Estimate	\$35.00	\$35											\$0		
42	M	66	Install coat hooks in Accessible restrooms at required height.	N/A	N/A	N/A	1	LS	Estimate	\$35.00	\$35											\$0		
43	M	90	MODERNIZATION: Install compliant audible tones in elevator.	N/A	N/A	N/A	1	LS	Allowance	\$2,000.00												\$0		
ABBREVIATIONS:												TOTAL IMMEDIATE NEEDS COSTS											\$11,070	
LS = Lump Sum Allowance												Sub-Total											\$371,143	
EA = Each												2.5% Inflation Factor per Year											1.0251.0511.0771.1041.1311.1601.1891.2181.2491.280	
SF = Square Foot												Inflation Amount											\$9,279\$1,040\$830\$823\$830\$1,397\$873\$780\$830\$823	
RUL = Remaining Useful Life												Total with Inflation											\$380,422\$42,640\$34,030\$33,723\$34,030\$57,278\$35,773\$31,980\$34,030\$33,723	
EFF AGE = Effective Age												TOTAL ANNUAL RESERVES											\$717,627	
UNK = Unknown												Total Annual Reserves Per SF											\$33.96	
V = Various												Total Annual Reserves (\$ Per SF Per Year)											\$3.40	
SIM = Similar												TOTAL MODERNIZATION COSTS (Optional)											\$443,072	
EUL = Expected Useful Life																								
N/A = Not Applicable or Not Assessable																								

elevation were observed; these conditions represent tripping hazards. We recommend that the stones be removed, rebedded, relaid, and reset with mortar.

The building has an automatic irrigation system with a programmable controller that provides water through an underground distribution system and end devices to exterior flowering plants, shrubs, and landscaping surrounding the building. The irrigation system was not observed in operation.

A cost estimate is included in the Spreadsheet for remedial measures to address tripping hazards in the courtyard.

B. PARKING AREAS

OVERALL RATING: "Fair"

Code/Life Safety Issues: None, except Accessibility (discussed in Section M)

Parking Type: Primary: Asphalt-paved surface parking lots
Secondary: Unpaved areas on the west side of building (gravel and grass surfaces)

Total stalls: 76 stalls, by count in paved lots

Regular Accessible stalls: 6

Van Accessible stalls: 1

Comment: Alligator, meandering, and linear cracking were present in many areas of the asphalt-paved lots. Evidence of past full-depth repairs was observed. Parking stall striping and other pavement markings are in a somewhat degraded condition. The date of the last parking lot re-seal was reported as October of 2017. We recommend that parking lot re-sealing and re-striping be performed on a five-year schedule. In addition, full depth and minor repairs should be performed to address asphalt degradation during the reserve term.

A gravel-surfaced drive aisle and parking area are located to the west of the building. These site elements are in a somewhat degraded condition. We recommend that new gravel be periodically provided, spread, and dressed in these areas.

Additional unpaved parking is located in a grassy area to the north of the gravel drive aisle and to the west of the gravel parking area.

Costs for asphalt parking lot repairs, re-sealing and re-striping, and periodic provision of new gravel in the gravel-surfaced parking area are included in the Spreadsheet.

C. FOUNDATION/BASEMENT

OVERALL RATING: "Good" (There is no basement.)

Code/Life Safety Issues: None

Foundation Type: Reinforced concrete slab on grade with continuous perimeter footings for exterior wall support and isolated spread footings for interior column loads.

Obvious Signs of Settlement: None observed and none reported, with the exception of possible soil settlement at the small concrete patio area on the west side of the building.

Comment: No major deficiencies were noted. No expenses other than routine maintenance are anticipated for these building elements. However, we are recommending as an optional Modernization expense that an engineering investigation be conducted to evaluate possible soil settlement at the patio area, should the condition there be observed as worsening.

A cost estimate is included in the separate Modernization category of the Spreadsheet for a civil/structural engineering investigation for possible soil settlement.

D. BUILDING FRAME/EXTERIOR ENVELOPE

OVERALL RATING: "Good" to "Fair"

Code/Life Safety Issues: Yes

Structural Frame: "Good", with deficiencies

Material: Conventional Type V-B, Non-Fire Resistive Rated wood stud wall, floor, and roof framing is utilized along with plywood floor and roof decking. Steel and concrete columns provide additional vertical support. The perimeter wall structural members were covered with interior and exterior finishes and were not observable. Large glulam columns are also installed at the Sanctuary portion of the property.

Exterior: "Fair"

Material: The principle finish on exterior walls consists of painted exterior concrete stucco panels; painted wood clapboard siding is also provided as an accent.

Cracking/ Deterioration: Yes. There is some minor cracking in the exterior wall stucco panels. The exterior paint is in a generally degraded condition with fading and discoloration from exposure to the elements prevalent.

Windows: "Good"

Material: Anodized aluminum window and door systems are installed; aluminum frame windows with a *Kynar* coating are also installed in some locations. The windows have fixed and operable panes of clear glass; single-pane glazing is provided. No leaks through the window/door systems were reported or observed.

Exterior Stairways: Concrete exterior stairs are provided in two locations. These stairs have open risers which are no longer allowed by current building and Accessibility codes. The guardrails and handrails also do not meet current building and Accessibility codes. Though the open risers are no longer compliant with current building code, we assume that they are legal non-conforming. Current Accessibility codes require that stairs, which are part of the required means of egress, be provided with closed risers. It can be argued that both of these stairs are not parts of required means of egress since other Accessible means of egress are provided, or means of egress can be provided elsewhere where compliance with current Accessibility codes is more readily achievable.

Nonetheless, the guardrails and handrails are not compliant with current codes. Upgrades to the guardrails and handrails are recommended.

Decks/Balconies: “Good”

Comment: Numerous deficiencies were noted with the exterior envelope. The building was reported in 2016 to have last received a complete exterior repainting in 1986; exterior paint finishes have an overall run-down appearance. Complete exterior repainting is recommended—except in those exterior areas on the upper level floor that were repainted in approximately 2020—along with any needed exterior building elements repairs required to bring those elements back into “Good” condition. We typically assign a ten-year EUL for exterior paint finishes.

Rotten and/or degraded exterior wood building elements were observed in several locations; this includes the glulam columns on the south elevation of the Sanctuary. It is outside the scope of work for this report to determine the precise loadbearing nature of these columns. Without a detailed analysis, it is not possible to determine whether these columns contribute in a significant manner to the vertical load-bearing structural integrity of the south elevation of the Sanctuary. Rot damage to the ornamental windows on the north and south sides of the Sanctuary was reported in 2016. The ornamental windows on the south side of the Sanctuary have been replaced since the issuance of our last report in January of 2016.

We recommend that repairs be undertaken to address deficiencies with exterior wood elements and finishes where they occur; this includes extensive repairs—or even replacement—of the rotten glulam columns. This work could be coordinated with the complete exterior repainting recommended above so that all work is performed in such a manner where duplication of repainting can be avoided. Before any such work is undertaken on the glulam columns, we recommend that a structural engineering investigation be conducted to identify the extent of the damage to the columns and to recommend appropriate remedial measures to address the problem.

An exterior concrete deck is located to the east of the Sanctuary. It was reported that extensive work was performed in October of 2018 to address the reported leaks at that deck. However, it

appears that one leak still persists for which the Church has obtained a fee proposal from a contractor for repairs. The cost for this repair is included in the Spreadsheet.

Cost estimates for the structural engineering investigation, deck repair, exterior finish repairs, and for complete exterior repainting are included in the Spreadsheet, as is an allowance as a single line item for exterior wood replacement of rotten and damaged wood building elements. We are including a cost estimate for new handrails and guardrails on the two sets of concrete exterior stairs in the Spreadsheet. We also include the cost to replace both of these stairs with fully compliant steel stairs as an optional Modernization expense.

It is our opinion that repair or replacement of damaged and rotten exterior wood and complete exterior repainting are high priority Replacement Reserves items.

E. ROOFING SYSTEMS

OVERALL RATING: “Good” to “Fair”

Code/Life Safety Issues: None

Roof Type: Two types of roofing systems are provided.

The flat roof areas roofs are generally flat with minimal slopes to screened roof drains; overflow protection, in the form of either scuppers or overflow drains, is not provided. BUR systems with a white mineral granule top sheet are provided on the flat roof areas; there are no parapets. Conventional composite shingles are used on pitched roof areas. The BUR roofing systems were reportedly installed in September 2017 and appeared in “Good” condition; the asphalt composite shingle roofing systems were previously reported to date to 2006. The shingles on the Sanctuary appeared in “Good” condition. The older shingles on the less steeply slope roof areas appeared in “Fair” condition.

Water penetration—relative to the roofing systems—into the interior of the building and damage to interior finishes was reported at one location near the elevator shaft. We recommend that the additional drainage discussed with Stephen Aoki during the site visit be installed.

The asphalt composite shingle roofing systems have a typical EUL of twenty years; higher quality shingles can have an EUL of thirty years. The older shingles on the less steeply sloped pitched roof areas are in a degraded condition with readily discernible separation of the mineral granules observed. One badly cracked and folded-over shingle was also observed. The shingles on the Sanctuary roof appear in far better condition.

Replacement of the older shingle systems is recommended in the short term of our ten-year term of our analysis. Replacement of the Sanctuary shingles is recommend and as an optional Modernization item, since these shingles may indeed have an EUL which exceeds the term of our analysis.

We recommend that an annual roofing maintenance contract providing for semi-annual inspections, cleanings, and minor repairs be initiated and maintained.

Our line item cost estimates for new shingle roofing systems include the installation of new gutters and downspouts, where located.

Trims/Soffits: “Good” to “Fair”

Material: New steel roof flashings are provided on the perimeters of the flat roof areas, and were installed as part of the new BUR systems. Soffits are provided with painted wood trim or a painted exterior concrete stucco finish. Some damage and staining were observed on the stucco soffits. Repair and repainting the soffits is included within the general recommendation for exterior repairs and repainting discussed in Section D.

Skylights: “Good”

Material: Two sets of curb-mounted, anodized aluminum frame skylights with clear glazing are installed adjacent to the diagonal ornamental windows on the north end of the Sanctuary. One of these skylights has a broken glass pane; repair is recommended. A circular skylight—in plan—with a domed translucent white plastic lens is located slightly to the north of the two metal framed skylights. The domed skylight was installed since the issuance of our 2016 report and appeared in “Good” condition.

Comment: The site was observed in dry weather. Evidence of past ponding was observed in some portions of the flat roof areas we accessed.

Cost estimates for new asphalt composite shingle roofing systems for the Sanctuary and the lower-sloped pitched roof areas are included in the Spreadsheet, as are cost estimates to replace the broken skylight glass pane and for an annual roofing maintenance contract.

F. PLUMBING

OVERALL RATING: “Good”

Code/Life Safety Issues: No

Water Lines: Copper

Condition: “Good,” where visible

Age: Original construction

Drain Lines: Cast iron and terra-cotta (reported in 2016)

Condition: Unobservable

Age: Original construction

Comment: One observed water heater, manufactured by *A.O. Smith*, is natural gas-fired (in the main level mechanical room) and one observed water heater, manufactured by *GE*, is electric (in exterior

utility closet on east side of building). Seismic strapping is provided on both observed water heaters. A third water heater, manufactured by *State*, is an electric unit that was observed in 2016, but not observed at the 2023 site visit. All water heaters already have or will exceed their EULs during the reserve term. We use a 20-year ERUL for conventional tank-type water heaters. Replacement of all water heaters is recommended during the reserve term; seismic strapping should be provided on all newly installed water heaters.

Observed water piping is copper. Toilets and urinals are low flush units, but water saving restriction spigots at sinks are not installed. It is recommended that either low-flow faucets or orifices be added to sink spigot piping to conserve water.

It was reported that underground and under-slab sewer piping is a combination of cast iron and terra-cotta as was noted in an earlier drain pipe video survey. In 2016, it was reported that roots have intruded into the terra-cotta portion of the piping which serves the church lobby restrooms. Then recent roto-rooting of the primary discharge trunk line had resolved the problem. Subsequently, an underground sewer line replacement repair was performed to address the issue.

Cost estimates for water heater replacement (including seismic strapping on the newly installed units) and for low-flow faucets have been included in the Spreadsheet.

G. HEATING, AIR CONDITIONING, AND VENTILATION

OVERALL RATING: “Good”

Code/Life Safety Issues: Yes, boiler lacks a flexible gas line connection. (See Section I.)

Heating & Cooling: A natural gas-fired boiler with a closed hydronic loop that includes fin-fanned radiators is the primary source of heating in the church; the new *Lochinvar* boiler was installed in October 2017. Five natural gas-fired, forced-air furnaces provide specific heating needs to office areas, classrooms, and the conference room area. There is no air-conditioning in the building. Three new *Trane* natural gas-fired furnaces have been installed since the issuance of our 2016 report. All furnaces—including the older *Day & Night* and *Bryant* units—have EULs extending beyond the ten-year reserve term of this report.

Exhaust Fans: All observed exhaust fans are local ceiling-mounted units, located in restrooms and utility/kitchen areas on an as-needed basis.

Comment: Furnace filter and air handler filter replacement is recommended at least once a year. Depending on the condition of filters after a year of service, semi-annual replacement may be required. Annual cleaning of the fins on the radiant wall heaters is recommended for optimum performance and longevity. Routine maintenance and periodic replacement of exhaust fans can be expected through the evaluation period. These are all matters of routine maintenance or minor repairs. As such, cost estimates for remedial measures are not included in the Spreadsheet.

It is unknown whether the circulation pump for the boiler hydronic loop system was replaced at the same time along with the new *Lochinvar* boiler. The *Bell & Gossett* pump we observed in 2016

remains within its EUL period and should have a life expectancy beyond the reserve term, if still installed.

Other than routine maintenance, major expenses associated with the HVAC systems are not anticipated during the reserve term, barring the unforeseen and random premature failure of a piece of equipment. These types of failures are more common with air conditioning equipment, as opposed to furnaces and boilers.

H. ELECTRICAL SYSTEMS

OVERALL RATING: "Good"

Code/Life Safety Issues: Yes

Wiring: Copper wire in conduit

Panel Board: The primary service entrance panel is rated at 400 amps and manufactured by GE. The panel is installed in a utility room adjacent to the main boiler room. The 240 volt three-phase, four-wire panel board has a single meter that serves the entire property. PG&E provides power to the property on the east side of the building where a wall-mounted main disconnect is located.

GFCI Outlets: GFCI receptacles area located in most areas outdoors and indoors where a water source is within six feet of the outlet; however, one observed interior location in the lower level kitchen did not have GFCI outlets in the required location. Standard receptacles should be replaced with GFCI receptacles when located within six feet of a water source.

Comment: Infrared scanning of electrical distribution system has not been performed. Infrared scanning of the electrical equipment is recommended on a triennial basis.

It was noted in our 2016 report that some exterior junction boxes on the roof were significantly rusted and in need of either repair or replacement. This condition was not observed at our 2023 site visit, and this line item was not indicated as having been addressed. If this deficiency is still current, we recommend that remedial measure be taken to address the situation. The cost estimate is included as an optional Modernization expense.

We were informed that a solar panel array has been installed on the upper level flat roof area. We did not access this roof portion during our site visit and did not observe the panels. The panels are not visible from grade, nor are they visible from the flat roof areas above the main level. We assume the panels are in at least "Good" condition since they were installed in 2023.

Cost estimates for infrared scanning of the electrical distribution system and replacement of GFCI outlets are included in the Spreadsheet. Repair and replacement of rusted junction boxes, if needed, are included in the separate Modernization category.

I. GAS SERVICE

OVERALL RATING: "Good"

Code/Life Safety Issues: Yes, boiler lacks a flexible gas line connection.

Comment: All observed natural gas-fired equipment is provided with a flexible gas line connection, with the exception of the boiler; installation is recommended. An automatic seismic shut-off valve has been installed at the meter station since the issuance of our 2016 report.

A cost estimates for a flexible gas line connection on the boiler is included in the Spreadsheet.

J. FIRE & LIFE SAFETY EQUIPMENT

OVERALL RATING: "Good"

Code/Life Safety Issues: Yes

Fire Sprinkler System: The building is fully fire sprinklered.

Current Certifications: The date of the last five-year fire alarm system inspection was requested, but was not provided. If the inspection is not current, we recommend that it be performed. This recommendation is listed as an optional Modernization item in the Spreadsheet.

Recalled Sprinkler Heads: One observed, but we assume it has been deactivated since a currently produced, non-recalled sprinkler head is located approximately one foot away.

Central Fire Alarm: Yes

Current Certifications: Yes

Smoke Detectors: Installed at strategic locations as required.

Operational: Yes

Fire Extinguishers: Yes

Current Certifications: Some observed extinguishers have expired inspection tags.

Exit Signs: Yes

Operational: Yes

Comment: Fire protection is provided by a wet-pipe fire sprinkler system, and the fire alarm system has adequate audible alarms spaced at regular intervals throughout the building. However, the fire alarm system is not compliant with current Accessibility requirements for strobe/horn placement. Horns/strobes were not installed in restrooms. An estimate to upgrade the fire alarm system to meet current Accessibility requirements is included in the Spreadsheet as an optional Modernization expense.

The gas-fired range in the kitchen area does not have an *Ansul* fire suppression system. Installation of a fire suppression system for this range is recommended for fire prevention reasons.

Cost estimates for the annual fire extinguisher inspection and for the installation of an *Ansul* system are included in the Spreadsheet. The estimates to upgrade the fire alarm device placements and for a five-year NFPA sprinkler system inspection are included in the separate Modernization category.

K. VERTICAL TRANSPORTATION/ELEVATOR

OVERALL RATING: “Good”

Code/Life Safety Issues: None (except for Accessibility; discussed in Section M).

Number of Cabs: 1

Date Last Inspected: June 14, 2023

Comment: A single hydraulic elevator is provided; it was manufactured by U.S. Elevator Corporation and dates to 1986. The current service contract is in effect with Thyssen Krupp Elevator Company. The five-year hydraulic load test is current and was last performed on October 31, 2019. The next inspection will be due in 2024; as a required item of routine maintenance, a cost estimate for this is not included in the Spreadsheet.

We discussed with Stephen Aoki during the site visit the matter of upgrading the elevator. For informational purposes, we are including in the separate Modernization category an estimate for a complete upgrade of the elevator cab, control panel, hydraulic pump, and running gear. This estimate is for a two-stop elevator. We suggest that if the Church is seriously considering an upgrade, Thyssen-Krupp should be contacted for a fee proposal.

L. INTERIOR - GENERAL CONDITION ISSUES

OVERALL RATING: “Good”

Code/Life Safety Issues: None

Walls: “Good”, except for some minor water staining.

Ceilings: “Good”, except for some minor water staining.

Flooring: “Good” to “Fair”

Comment: Generally, interior finishes are evaluated as “Good”, though a few interior elements—such as some carpeting—approach “Fair” condition. Minor wear and tear and aging are evident with the finishes in many interior spaces. This is not a result of egregious neglect, deferred maintenance, or abusive use. Quite simply, some of the interior finishes just look “tired”. Since interior finishes are

typically not subjected to exposure to harsh weather and sunlight—as are exterior finishes—longer periods of time can, and often do, elapse before refurbishment is performed.

On one level, the current existing finishes are serviceable and, in most instances, will remain serviceable over the ten-year term of our analysis. For this reason, we do not include as Replacement Reserves line items, cost estimates for specific interior finish refurbishment. We do include as a single line item an allowance for general interior upgrades to bring interior spaces up to an overall “Good” condition. These allowances are spaced out in each year over the ten-year term of our analysis.

A small number of water-stained ceiling tiles was observed in various spaces. Normally, we would recommend replacement as a minor repair or a matter of routine maintenance, and no line item cost would be listed in the Spreadsheet. However, since these ceiling tiles may contain asbestos and since the damage is minor, we recommend that the stained ceiling tiles remain in place. This creates only a minor deficiency which is of an aesthetic nature only. The expense of removal of the existing ceiling tiles, if they do contain asbestos, seems unjustified in light of the minor nature of this deficiency.

Generally minor damage to the wood parquet flooring in the main circulation area, and elsewhere, was observed in a few locations. Replacement and repair of damaged wood flooring is recommended. We also recommend as an optional Modernization expense that the parquet flooring be refinished following repairs to provide a uniform flooring appearance and to return the parquet flooring to “Good” condition.

Allowances for interior upgrades and wood flooring repair are included in the Spreadsheet. Wood floor refinishing is included as an optional Modernization expense in the Spreadsheet. We are also including a new line item for general property maintenance; this is an overall annual allowance to cover contingencies throughout the property, not just in interior areas.

M. ACCESSIBILITY COMPLIANCE

The Accessibility Standards of the California Building Code (CBC) establishes guidelines to afford access and mobility to a site or building to persons with disabilities. The standards are modeled on the Americans with Disabilities Act (ADA) which prohibits discrimination to access and use of areas of public accommodation and commercial facilities on the basis of disability. In California, Accessibility Standards extend to include quasi-public and portions of multi-residential occupancies.

Facilities accessible to the public completed and occupied after January 26, 1992 are required to comply fully with the Americans with Disabilities Act Guidelines (ADAAG). In California, all new construction, as well as substantial renovations and upgrades to existing facilities, are required to meet the current Accessibility requirements of the CBC for public, quasi-public, and multi-residential environments.

On January 1, 2014, a new version of the CBC became effective. The changes in Accessibility requirements largely eliminated previous differences between the ADA and CBC. Where CBC or

local Accessibility requirements differ from those found in the ADA and are equal to or more stringent than those found in the ADA, the CBC or local requirements shall govern.

Older facilities are often held to a lesser standard of compliance to the extent allowed by structural feasibility, design logistics, historical status, or economics. Yet, regardless of age, areas accessible by the public must be maintained and operated to comply with the federal mandates of the ADA.

During the Property Condition Survey, a limited visual observation for Accessibility compliance was conducted. The visual observation scope was limited to areas of common use, such as the exterior site, entry areas, restrooms, doors, and hardware directly related to common areas. Off-site areas are typically not evaluated. The limited observation described herein is not a full Accessibility Compliance Survey.

Due to the variable nature of Accessibility compliance required of existing buildings and the variable nature of enforcement and interpretation of Accessibility requirements from community to community, analysis of what may be required in any future building permit application is outside the scope of this report, as is an analysis of the possible ramifications of legal and financial liability for any deficiencies in site and building Accessibility which are not remedied. It also bears mentioning that a set of plans that have been approved for a building permit by the Tiburon Building Department will not necessarily meet the requirements of the ADA.

Site Accessibility & Parking: Moderately compliant.

Comment: A total of seven Accessible parking stalls are provided, one of which is Van Accessible. Four Accessible parking stalls are required for a parking lot with 76 total parking spaces; the Accessible parking provided is compliant for the number of stalls required. However, the Accessible parking stall located on the east side of the building is in a remote location and is not readily accessible to an Accessible entrance. The other six Accessible parking stalls are located in the vicinity of the primary pedestrian entrance along the north elevation.

A demarcated Accessible path of travel from the four Accessible parking stalls on the north side of the parking lot is not provided. We recommend that a demarcated path of travel be provided.

Accessible pavement markings for the parking stalls are in a somewhat degraded condition and will require reapplication in conjunction with the recommended parking lot re-seal discussed in Section B.

Accessible parking stall signage is not compliant with current codes; the fine amount sign is absent where the stall signs are installed. The stall signage is generally absent. Additionally, the required signage for towed vehicle information is not provided in any required location. Installation of all compliant Accessibility signage is recommended.

Truncated domes are not installed at any required location; installation is recommended.

Path of Travel: Moderately compliant.

Comment: ISA signage at the primary pedestrian entrance is absent; installation of ISA signage is recommended. Door thresholds, widths, and hardware are typically compliant, though generally minor deficiencies—typically the installation of conventional twist-action door knobs on some doors—were observed.

Interior stairs lack the required visually contrasting stripes on the upper and lower treads; the stripes that are installed are non-compliant with current Accessibility requirements. Installation of compliant, visually contrasting stripes is recommended. Deficiencies with exterior stairways are discussed in Section D. Even though the exterior stairs may, in all likelihood, not be considered elements of an Accessible path of egress, visually contrasting stripes are required on each tread of all exterior stairs; installation of contrasting stripes is recommended on exterior stairs.

Toilets/Plumbing: Generally compliant.

Comment: Accessible restrooms are provided on the main and lower levels of the building. There are no restrooms on the upper level.

Though not measured, the Accessible restrooms appeared generally dimensionally compliant. Hardware, grab bars, and drainpipe insulation also appeared generally compliant with one exception; the coat hooks are mounted too high. We recommend installing a second coat hook at the required height in each Accessible restroom; the cost is included in the Spreadsheet. It is not required that all toilet rooms be Accessible, therefore no recommendations for upgrades to non-Accessible restrooms are made.

Elevators: Generally compliant.

Comment: Though not measured, the elevator cab appeared generally dimensionally compliant for Accessibility. Braille signage is provided on the elevator control panel and on jamb signage for floor designation. A stainless steel grab bar is provided on both side walls of the cab. The elevator lacks the correct audible tones to designate floor arrival and direction of cab travel for Accessibility compliance. We include as an optional Modernization expense a cost estimate for the installation of Accessibility compliant audible tones.

Remedial measures to address various deficiencies for Accessibility are included in the Spreadsheet.

V. CONSULTANT'S QUALIFIERS

A. SCOPE OF WORK

Ryan Miller Architects was retained to assess the existing improvements, building, and site physical conditions at the subject property, and to interview individuals familiar with the construction or operations of the facility. This report identifies construction and code deficiencies and we prepared a ten-year spreadsheet for immediate repair needs and replacement reserves expenditures.

B. METHODOLOGY

We visited the site on June 21, 2023, and observed the condition of structures and improvements. Additional information regarding the site was obtained by interviewing various parties with knowledge of the building's construction or operation. Regulatory review research was not conducted during the preparation of this report.

Industry standard cost estimating guides such as R. S. Means and Current Construction Costs by Saylor Publications are consulted, as well as our experience and judgment. Spot-check pricing provided by local contractors is also used.

In preparing the report, Ryan Miller Architects 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 E2018-15.

C. ASSESSMENT CRITERIA

In evaluating the property, "Excellent" is the best maintained property condition or new construction, with all building equipment operational and no repairs necessary.

A "Good" rating is for a condition that demonstrates consistent building and grounds maintenance, and that all building equipment is 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 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 or grounds elements, or inoperable building systems.

D. LIMITING CONDITIONS

Some written support documentation was provided by the current property owner. No appraisal was provided for the subject property. Quantities were arrived at based upon our best estimate. Copies of the original construction drawings were not provided, though some photos of subsequent construction drawings were taken in 2016 and were once again used during the preparation of this report. We also relied upon field observations; no measurements were taken during the site visit. We generally recommend that, if feasible and permissible, all building materials or finishes be replaced in kind.

We did not operate any building systems or equipment and did not perform any tests. We did ride on the elevator. This report does not confirm the presence or absence of asbestos, lead, or other hazardous materials.

This evaluation represents our opinion based on our site observations at the time of our site visit. 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 pest or insect infestation (including termites) 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. The flat roof area above the upper floor was not accessed.

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

The inspection findings contained in this report are based upon quantitative and qualitative factors that existed 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 approximate.

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 Ryan Miller Architects. Neither all nor part of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without our prior written consent.

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, plumbing, or electrical systems, which may be incorporated into the subject property. It is not intended to be an opinion with respect to any legal relationships or responsibilities between the architect, the engineers, the contractor, or the subject property owner. While we have reviewed some documents, our statements are not intentional legal opinions. In making our on-site inspection and subsequent review, Ryan Miller Architects 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.

E. PREVIOUS REPORTS

This report updates a previous short-form Property Condition Assessment prepared by Ryan Miller Architects, dated January 20, 2016.

F. CONSULTANT QUALIFICATION

Ryan Miller is a California Licensed Architect with more than 40 years of related experience.

G. RELIANCE LANGUAGE

This report was prepared for the sole and exclusive use of the Tiburon Baptist Church, 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. Any use or reuse of this document or its findings, conclusions, and recommendations are at the user's sole risk.

The conclusions of this report 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.

Our opinion of probable costs has been prepared solely as a general reference document for the use of the Tiburon Baptist Church. Our estimate has not been prepared by a cost estimator or contractor and, as such, should not be considered a guaranteed maximum of costs likely to be encountered. Our estimate has been prepared to meet the unique needs of the Tiburon Baptist Church. No other parties may rely on the estimate without the consent of Ryan Miller Architects. This report is not a specification for further work and not intended as a substitute Request for Proposal (RFP). All area calculations, unit costs, and line item estimates are order-of-magnitude only.

Neither Ryan Miller Architects nor any staff member or sub-contractor 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 or surrounding properties; or in any entity which may be responsible for issues identified during the course of this investigation; and has no personal bias with respect to the parties involved.

MEP EQUIPMENT LIST

MECHANICAL EQUIPMENT TABLE
Tiburon Baptist Church, Tiburon, CA

Job # 23101

Space Heating and Cooling Equipment

Equipment	Quantity	Brand	Unit Information	Replace	Year of Manufacture or Installation	Age	EUL	RUL
Forced air furnace on lower floor near ice machine	1	Trane	100,000 Btu/hour Model No: TUH2C100A948VAA Serial No: 163343LJ2G	N	2017	6	40	34
Forced air furnace on lower floor near ice machine	1	Trane	100,000 Btu/hour Model No: TUH2C100A948VAA Serial No: 16426KMH2G	N	2017	6	40	34
Forced air furnace in upper floor exterior utility closet	1	Trane	60,000 Btu/hour Model No: TUD2B060A9362AD Serial No: 1721231P1G	N	2017	6	40	34
Forced air furnace in upper floor main mechanical room	1	Day & Night	53,000 Btu/hour Model No: 395CAV036070 Serial No: 1796A09119	N	1996	27	40	13
Forced air furnace in lower floor exterior utility closet	1	Bryant	89,000 Btu/hour output Model No: 312JAV048110 Serial No: 0205A42348	N	2005	18	40	22
Gas-fired boiler	1	Lochinvar	600,000 Btu/hour Model No: FTX600N Serial No: K14H30143386	N	2017	6	45	39
Hydronic water circulation pump	1	Bell & Gossett	3/4 Horsepower	N	1995	28	45	17

EXHAUST FANS

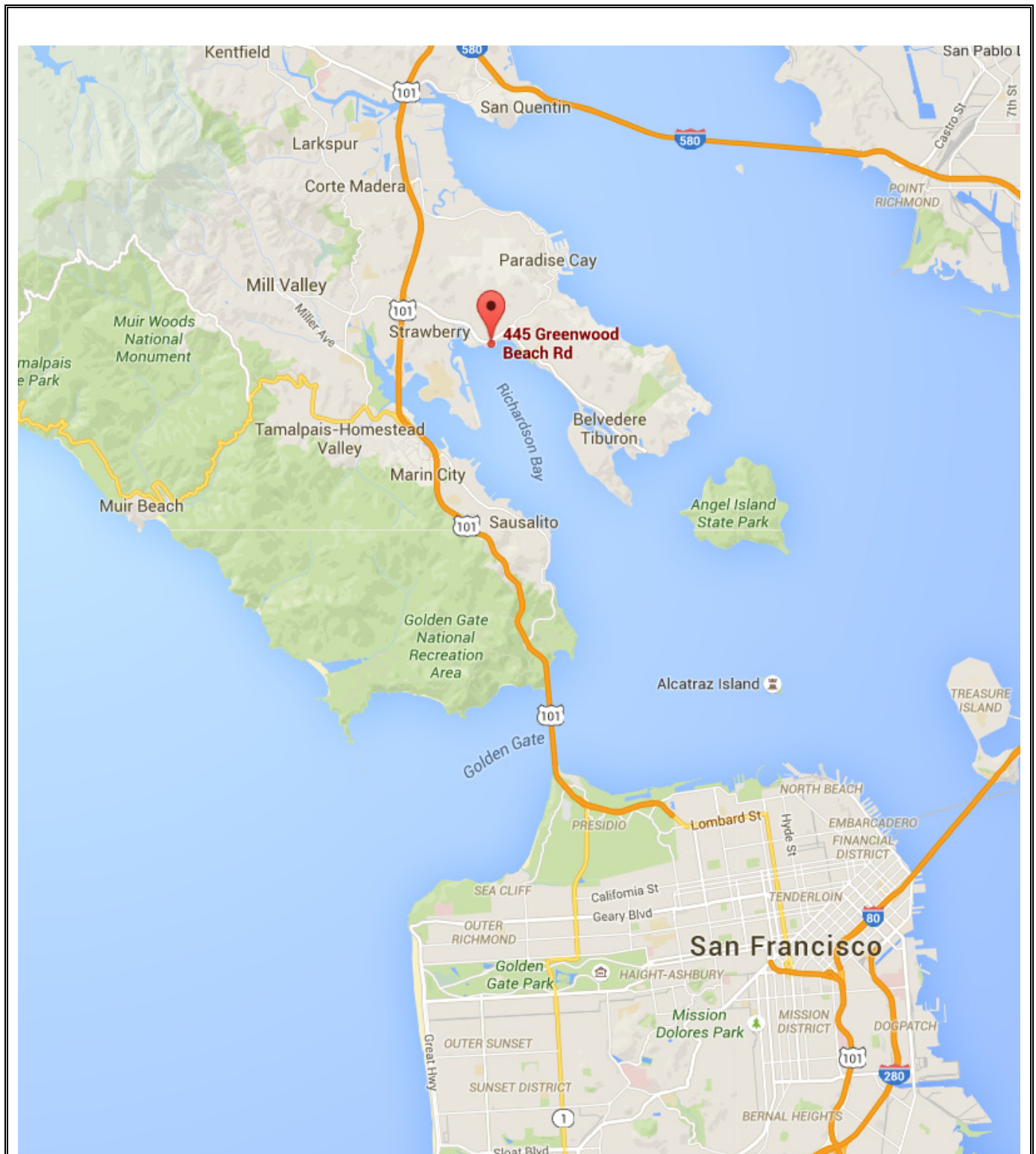
Equipment	Quantity	Brand	Unit Information	Replace	Year of Manufacture or Installation	Age	EUL	RUL
Ceiling mounted fan units	6	Unknown	50 CFM (estimated)	N	Various	N/A	N/A	N/A

WATER HEATERS

Equipment	Mark	Brand	Unit Information	Replace	Year of Manufacture or Installation	Age	EUL	RUL
Natural gas-fired water heater	1	A.O. Smith	30 gallons	Y	2000	23	20	-3
Electric water heater	1	State	30 gallons 4,500 watt 240 volt	Y	2001	22	20	-2
Electric water heater in exterior closet	1	General Electric	20 gallons 2,000 watt 120 volt	Y	2008	15	20	5

FIGURES

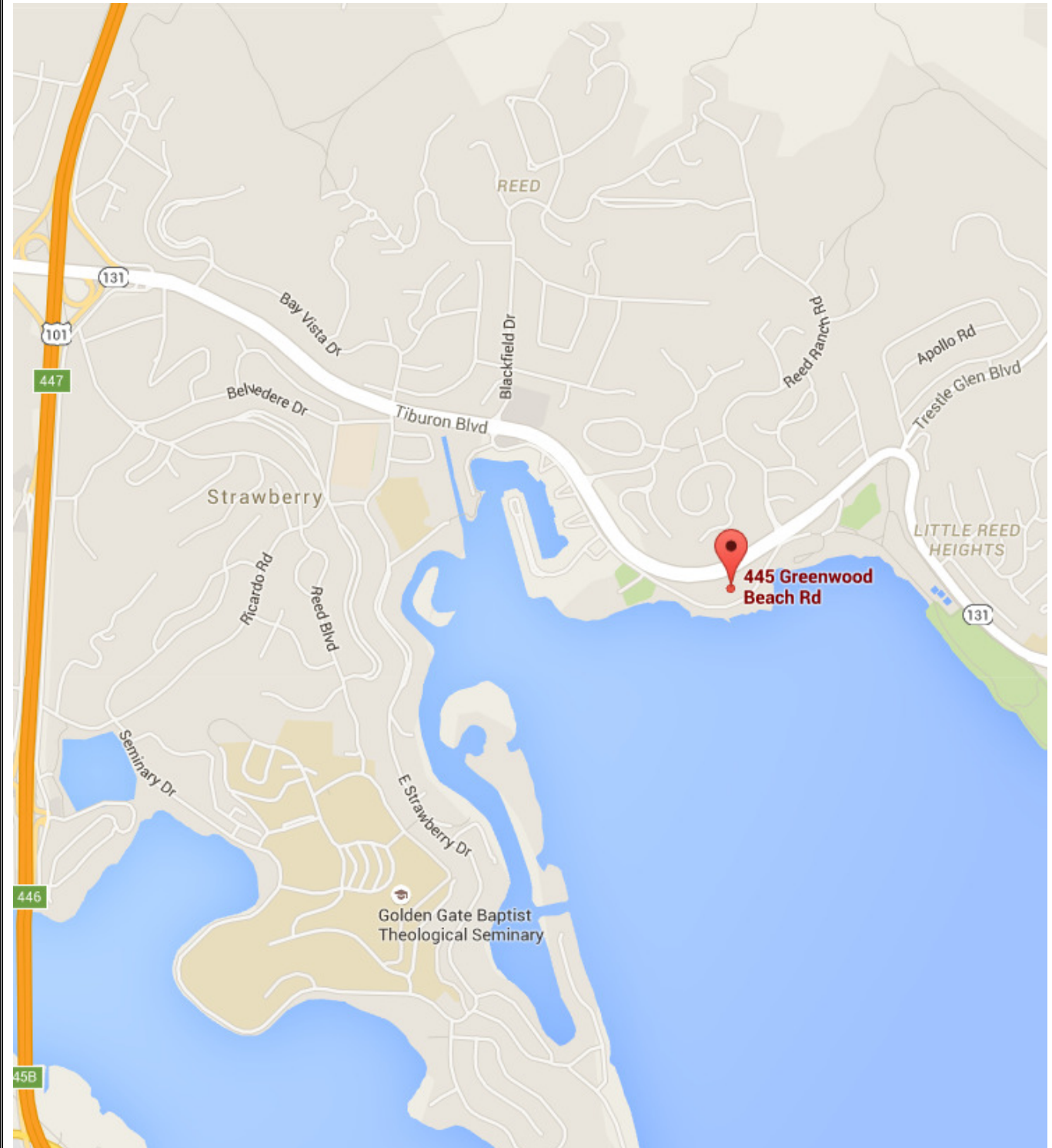
REGIONAL MAP



REGIONAL MAP	Scale: NTS Date: June 14, 2023 Image: Google Maps
Ryan Miller Architects	Site Address: 445 Greenwood Beach Road Tiburon, California
	Project #: 23101



VICINITY MAP



VICINITY MAP	Scale: NTS Date June 14, 2023 Image: Google Maps
Ryan Miller Architects	Site Address: 445 Greenwood Beach Road Tiburon, California
	Project #: 23101



AERIAL PHOTO



AERIAL PHOTOGRAPH	Scale: NTS Date: June 14, 2023 Photo: Google Earth N↑
Ryan Miller Architects	Site Address: 445 Greenwood Beach Road Tiburon, California Project #: 23101

PHOTOGRAPHS



1. North elevation and main entrance, looking southeast.



2. North portion of west elevation, looking east.



3. South portion of west elevation, looking northeast.



4. South elevation at Sanctuary (at right), looking northeast. South portion of west elevation at left.



5. East elevation of the Sanctuary, looking west-southwest.



6. East elevation, looking west.



7. Monument sign near west site entrance.



8. Two-way drive aisle at west site entrance.



9. Typical view of parking lot, looking west. Large area of repair at center (darker asphalt). Alligator cracking in foreground.



10. Single Accessible parking stall along east elevation.



11. Degraded condition of asphalt surface of parking lot and drive aisles.



12. Degraded condition of asphalt surface of parking lot and drive aisles.



13. Typical untended landscaping along Greenwood Beach Road at south side of site.



14. Typical untended landscaping along Greenwood Beach Road at south side of site with concrete swale shown. East site entrance in background.



15. Typical untended landscaping at west side of building.



16. Typical tended landscaping at west side of building.



17. Typical landscaping on north side of building.



18. Typical tended landscaping at west side of building.



19. Principal pedestrian entrance on north elevation.



20. Interior finishes and fixtures in entry foyer.



21. Interior finishes and fixtures in main corridor adjacent to Sanctuary.



22. Interior finishes and fixtures in the Sanctuary.



23. Interior finishes at the stairs adjacent to entrance foyer.



24. Interior finishes and fixtures in Accessible restroom.



25. Interior finishes and fixtures in Accessible restroom.



26. Typical interior finishes and fixtures in classroom.



27. Typical interior finishes and fixtures in conference room.



28. Interior finishes on main level with parquet wood flooring shown.



29. Typical interior finishes and fixtures in upper level classroom.



30. Typical interior finishes and fixtures on lower level.



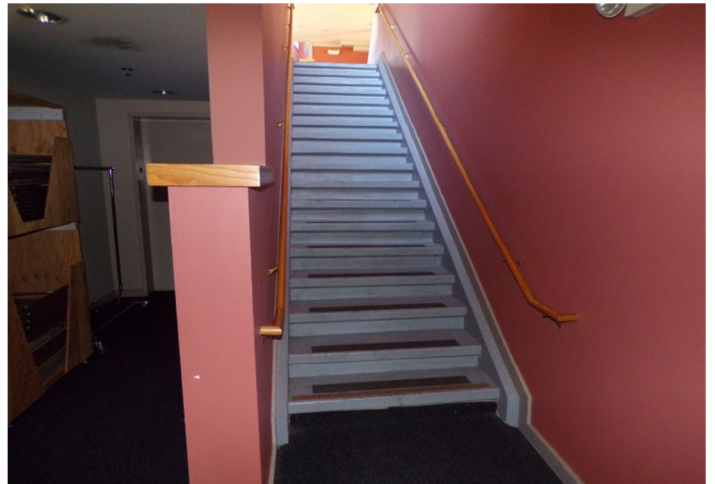
31. Typical interior finishes and fixtures in classroom.



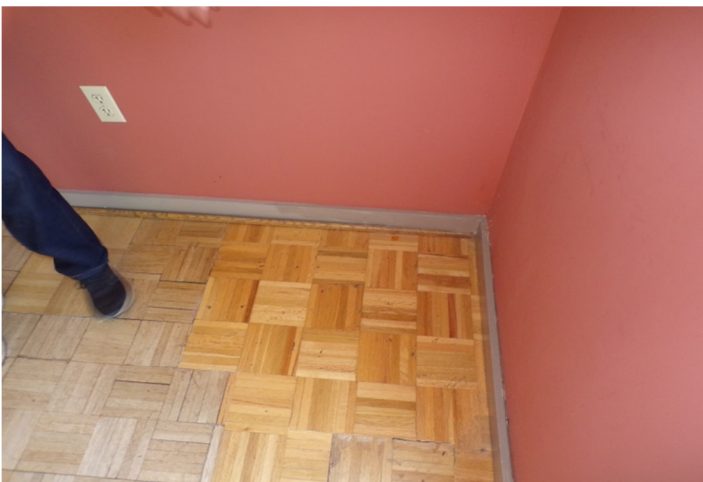
32. Water stained ceiling tiles were observed in a few locations.



33. Typical interior finishes and fixtures in classroom.



34. Interior finishes at interior stairs.



35. Parquet wood flooring has been repaired in various portions of the building.



36. Degraded condition of parquet wood flooring at main corridor.



37. Roof above main floor level, looking south toward southeast corner of the building.



38. Roof drains are provided with wire screens; some were partially blocked with accumulated dead vegetation and other debris.



39. New BUR roofing systems were installed in September 2017. Mineral granule separation has already occurred.



40. Roof above main floor level, looking east. New flashings were installed along with the BUR systems.



41. A drainage problem was described at this location adjacent to the elevator shaft (in background).



42. Roof above main floor level with new BUR system, looking south-southwest.



43. In September 2017, a new circular domed skylight was installed on the roof above the main floor.



44. Two sets of aluminum framed skylights are installed in the vicinity of the Sanctuary on the roof above the main floor. Second pane from bottom is cracked.



45. Roof adjacent to south end of Sanctuary: Evidence of past ponded water was observed.



46. Asphalt composite shingles on lower-sloped pitched roofs are in a degraded condition. North side of building shown.



47. Asphalt composite shingles are provided above main level spaces on north side of building. Cracked and folded shingle shown.



48. Asphalt composite shingles on lower-sloped pitched roofs are in a degraded condition. West side of building shown.



49. Asphalt composite shingles are provided as the roofing system above the Sanctuary.



50. The shingles above the Sanctuary are in better condition than those on the lower-sloped pitched roofs.



51. The asphalt composite shingles above the Sanctuary may have an EUL which extends beyond the 10-year term of analysis.



52. A concrete deck is provided on east side of the Sanctuary.



53. Tripping hazards were observed in flagstone paved courtyard (2016 photo).



54. Accessible parking stalls will require new pavement markings and restriping during the reserve term.



55. Non-Accessible parking stalls will require restriping during the reserve term.



56. The gravel-paved areas will require periodic replenishment of gravel during the reserve term.



57. Exterior paint finishes will require repainting during the reserve term.



58. Rotten exterior wood building elements, such as the glulam columns pictured here, require repair or replacement.



59. Some exterior elements on the upper level were relatively recently repainted (2020 reported).



60. Both sets of exterior concrete stairs no longer comply with current building and Accessibility codes.



61. Both sets of exterior concrete stairs no longer comply with current building and Accessibility codes.



62. A hydraulic elevator is installed and serves the main and lower floor levels.



63. Path of travel pavement markings from north Accessible parking stall are lacking.



64. Accessible parking signage no longer complies with current Accessibility codes.



65. Truncated domes are not installed in any required location at the subject property.



66. The coat hooks in the Accessible restroom are mounted too high (2016 photo).



67. The older *Day & Night* furnace dates to 1996.



68. Two 100,000 BTU/hr Trane furnaces were installed in 2017 in an interior utility room on the lower floor.



69. One 60,000 BTU/hr Trane furnace was installed in an exterior service closet in 2017.



70. The older Bryant furnace dates to 2005.



71. The *Lochinvar* boiler was installed in the main level mechanical room in 2017.



72. The *GE* main electrical service entrance panel is rated at 400 amps.



73. Infrared scanning of the electrical distribution system is recommended.



74. GFCI receptacles should be installed in required wet areas (kitchen on lower level shown) where conventional receptacles are currently provided.



75. We recommend that all water heaters be replaced during the reserve term. Natural gas-fired water heater in main level mechanical room shown.



76. We recommend that all water heaters be replaced during the reserve term. Electric water heater in exterior service closet shown.



77. The fire alarm system was last inspected in April 2023.



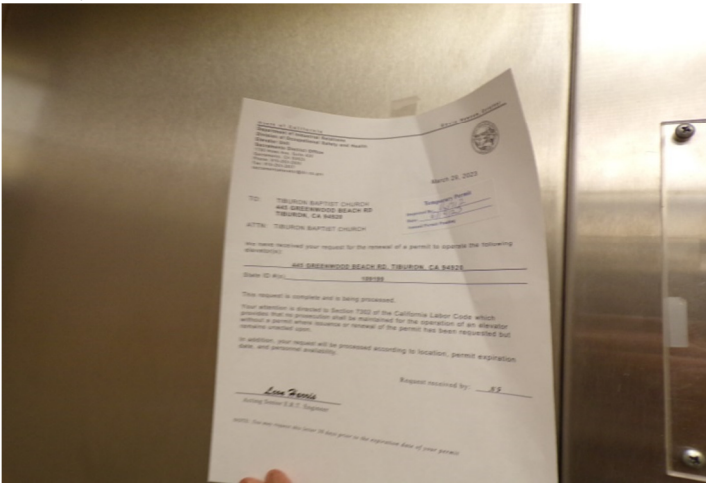
78. Exterior local fire alarm bell shown. Fire alarm device placements are not compliant with current Accessibility codes.



79. Several fire extinguishers were observed with expired inspection tags. The inspection date on this tag is July 29, 2021.



80. The building is fully fire sprinklered.



81. The State of California elevator inspection is current; it was last performed on June 14, 2023.



82. Interior finishes in the elevator cab with grab bar shown.



83. The last five-year hydraulic load test is current and was performed on October 31, 2019.



84. Possible differential settlement was reported at concrete-paved patio on west side of building (2016 photo).



85. Degraded exterior wood was observed in several locations.



86. Degraded exterior wood was observed in several locations.



87. We recommended that low-flow restrictors be installed on sinks.



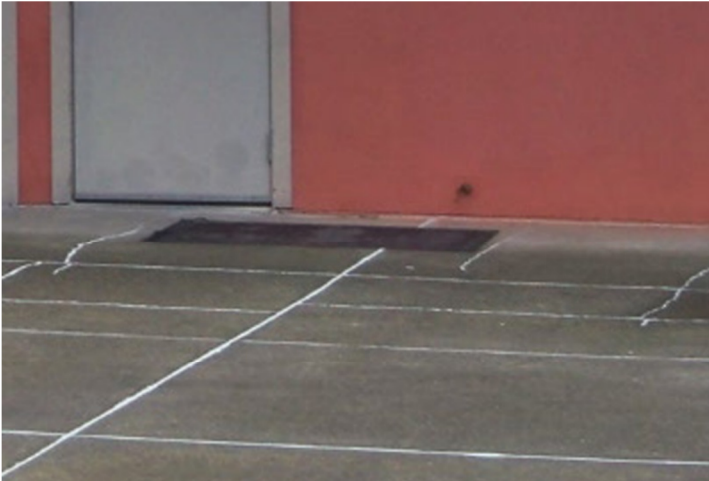
88. The boiler is fitted with a rigid gas line connection.



89. The vent hood over the gas stove is not fitted with an *Ansul* fire protection system.



90. Elevator is not provided with Accessibility compliant audible tones.

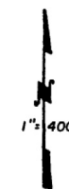
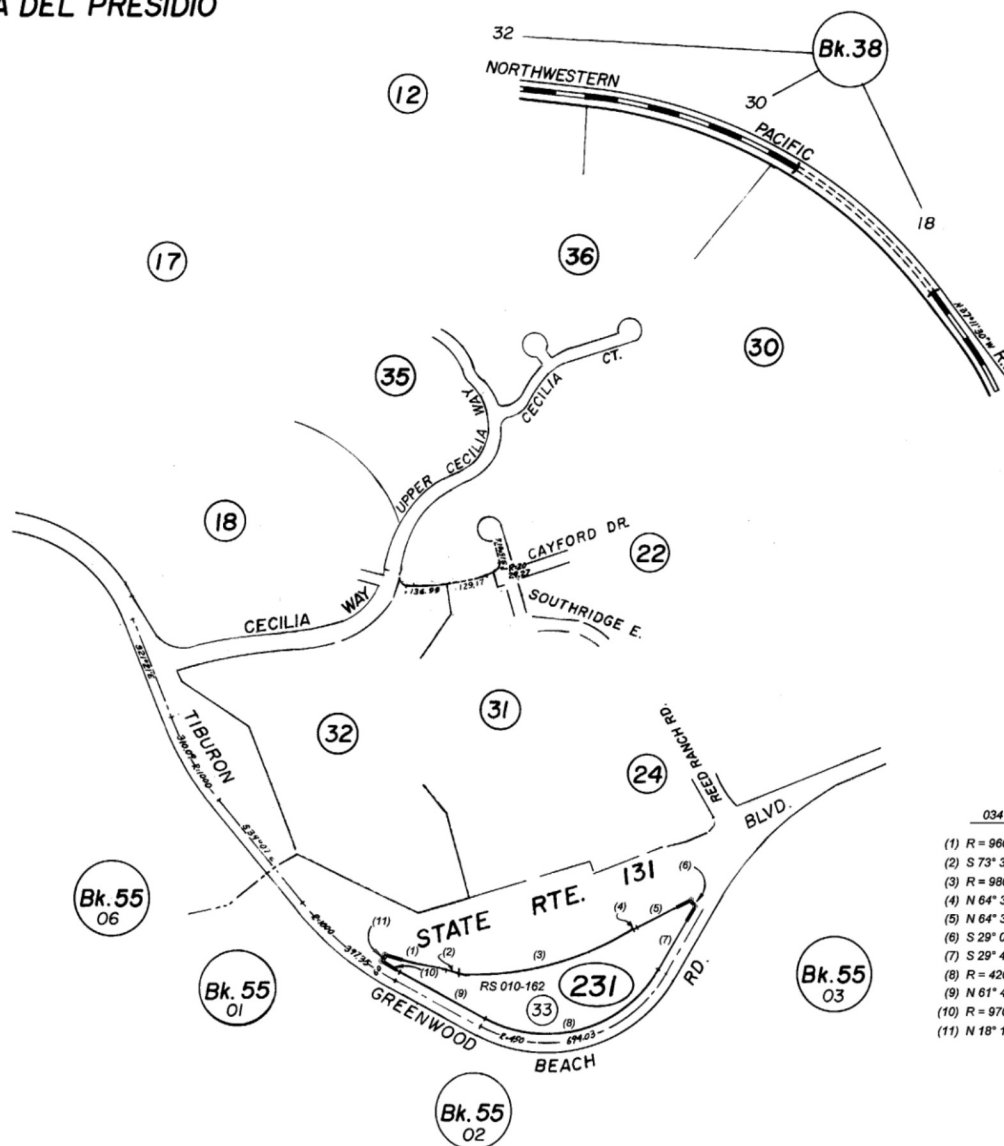


91. Concrete deck is reported to have a leak in area shown (2016 photo).



92. Some wooden pedestals for exterior lighting are out-of-plumb.

APPENDIX A

[illegible]

- 034 - 231 - 33
- (1) $R = 960.00$ $L = 213.32$
(2) $S\ 73^{\circ}\ 39'\ 25''\ E$ 41.43
(3) $R = 980.00$ $L = 589.16$
(4) $N\ 64^{\circ}\ 33'\ 44''\ E$ 10.32
(5) $N\ 64^{\circ}\ 33'\ 44''\ E$ 200.25
(6) $S\ 29^{\circ}\ 09'\ 00''\ E$ 23.14
(7) $S\ 29^{\circ}\ 45'\ 00''\ W$ 237.59
(8) $R = 420.00$ $L = 649.47$
(9) $N\ 61^{\circ}\ 45'\ 20''\ W$ 315.22
(10) $R = 970.00$ $L = 67.56$
(11) $N\ 18^{\circ}\ 14'\ 06''\ E$ 21.94

**NOTE—Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.**

CITY OF TIBURON
Assessor's Map Bk.34 -Pg.23
County of Marin, Calif.



Supported Browsers



Website Accessibility



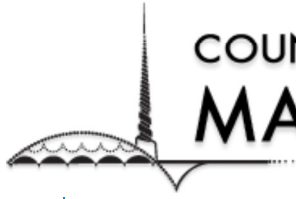
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Assessor Record Details

[Information](#)[Back to Results](#)[New Search](#)[Print This Page](#)

The information on this screen is for Tax Roll Year 2015: July 01, 2015 to Jul

Parcel and Deed Information for Tax Roll Year: 20

Parcel Number	Deed Reference Id	As
034-231-33	96-024743	01/

[View Assessor Map \(opens a new window\)](#)

Ownership Information

Owner Name

TIBURON BAPTIST CHURCH

Total Assessed Value for Tax Roll Year: 2015

Land	104,023
Improvements	1,201,749
Total Assessed Value	1,305,772

Exemptions

Church	1,305,772
Total Exemptions	1,305,772

Net Assessed Value for Tax Roll Year: 2015

Total Assessed Value	1,305,772
Less Total Exemptions	(1,305,772)
Net Assessed Value	0

If you are a person with a disability and require an accommodation to participate in a County program, service, or activity, requests may be made by calling (415) 473-4381 (Voice), (415) 473-3232 (TDD/TTY), or by [email](#) at least five days in advance of the event. Copies of documents are available in alternative formats upon request.

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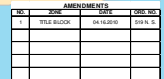
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Effective March 31 2006
Community Development
Department

Title IV Chapter 16 Section 16-14.020 of the Tiburon Municipal Code



0 0.25 0.5 0.75 1 Miles

- | | | | | | | | |
|---|---|---|---|---|---|---|---|
| | R-1 Single Family Residential | | R-2 Two-Family Residential | | M Marine | | P-Quasi/Public |
| | R-1-B A-Bel Air Single Family Residential | | R-3 Multi-Family Residential | | O Office | | OS Open Space |
| | R-2 Modified Single Family Residential | | RPD Residential Planned Development | | NC Neighborhood Commercial | | P & R Parks & Recreation |
|  | RO-1 Residential Open (40,000 Sq. Ft.) |  | RMP Residential Multiple Planned |  | NC/AHO Neighborhood Commercial/Affordable Housing Overlay | | NOTE: Angel Island (not shown) is within the Park & Recreation Zoning District. |
|  | RO-2 Residential Open (20,000 Sq. Ft.) |  | RMP/AHO Residential Multiple Planned/Affordable Housing Overlay |  | VC Village Commercial | | |

APPENDIX B

NIVCO CONSTRUCTION CORP.

Mail: 137 Mayfeild Court
 Napa, California 94558
 Shop: 68 Coombs St. P-1

Invoice

Date	Invoice #
6/15/2023	716

Bill To
Tiburon Baptist Church Pastor Steven Aoki 445 Greenwood Beach Road Tiburon, CA 94920

Description	Amount
Nivco Construction Corp. will supply all labor, equipment, materials and sub-contractors necessary to perform the following scope of work.	
CONCRETE DECK WATERPROOFING (no permits required) Quote valid for 30 days. NOTE: I am hopeful this will solve the concrete deck water leak issue. We will confirm results after two days then patch the concrete.	
1- Nivco-Cut and remove concrete at the area water test had the most water flow from.	1,800.00
2- Prep and apply Polyurethane coating over identified damaged area	900.00
3- After water test is successful in this area, Place concrete and match existing finish. Note: Color will be different.	2,400.00
NOTE: Upon discovery of damage beyond this scope of repair you will be informed and additional cost may occur. This includes plywood substrate	
Subtotal	5,100.00
Contractors overhead 12% and profit 0%	612.00
I approve the scope of work above. Please schedule the work to proceed.	
OWNER: _____ DATE: _____ 50% Deposit 50% Completion	
Insured and Contractor lic. #696397. Michael Nivens Thank you for the opportunity to serve you!	Total \$5,712.00

APPENDIX C

GENERAL CONDITIONS TO THE WORK AUTHORIZATION AGREEMENT

It is hereby agreed that the Client retains Ryan Miller Architects to provide services as set forth in the Authorization for Work attached hereto. 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 the Authorization for Work. Client's signature on the Authorization for Work constitutes Client's agreement to the all terms to this contract, including these General Conditions.

FEES AND COSTS

Ryan Miller Architects shall charge for work performed by its personnel at the rates identified in the Authorization for Work. These rates are subject to reasonable increases by Ryan Miller Architects 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, and other related expenses), as well as the costs of reproduction of all drawings for the use of either the Client or Ryan Miller Architects in the preparation of the report. Costs for specifications and type-written reports, permit and approval fees, and automobile travel and tolls are also Reimbursable Costs. No overtime is accrued for time spent in travel. Automobile travel reimbursement shall be at the rate of sixty-five and one-half cents (\$0.655) per mile. All other reimbursable costs shall be invoiced and billed by Ryan Miller Architects at the rate of 1.1 times the direct cost to Ryan Miller Architects.

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 Ryan Miller Architects to secure payment of unpaid invoices. Ryan Miller Architects may waive such fees at its sole discretion.

STANDARD OF CARE

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

LIMITATION OF REMEDIES

Client expressly agrees that to the fullest extent permitted by law, Client's remedies for any liability incurred by Ryan Miller Architects, and/or its employees or agents, for any and all claims arising from the performance of services by Ryan Miller Architects, shall be \$50,000.00 or the Client's fees relating to such claims, whichever is smaller, except, however, this limitation

of remedies shall apply only to Client's recovery against Ryan Miller Architects and shall not limit Client's recovery against or from any insurance policy maintained by Ryan Miller Architects.

Client may request a higher limitation of remedies, but must do so in writing. Upon such written request, Ryan Miller Architects may agree to increase this limit in exchange for a mutually negotiated higher fee commensurate with the increased risk to Ryan Miller Architects. 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 Ryan Miller Architects' services or the services of Ryan Miller Architects' subcontractors, consultants, or agents from any cause(s). Ryan Miller Architects shall not be liable for any claims of loss of profits or any other indirect, incidental, or consequential damages of any nature whatsoever, except, however, this limitation of remedies shall apply only to Client's recovery against Ryan Miller Architects and shall not limit Client's recovery against or from any insurance policy maintained by Ryan Miller Architects.

INDEMNIFICATION and INSURANCE

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 Ryan Miller Architects, its subcontractors, consultants, or agents (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 Work defined in the Authorization for Work 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 Ryan Miller Architects or 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, Ryan Miller Architects and Client agree that the rest of the provision shall apply to the maximum extent permitted by law. The Client's duty to defend Ryan Miller Architects shall arise immediately upon tender of any matter potentially covered by the above obligations to indemnify and hold harmless.

Ryan Miller Architects shall maintain commercial general liability insurance in the amount of \$1mm/\$2mm aggregate and shall cause Tiburon Baptist Church to be named as an additional insured under such policy using form SS 12 11 04 05 T of additional insured endorsement. A separate endorsement document shall also be provided.

MEDIATION & JUDICIAL REFERENCE

In an effort to resolve any conflicts or disputes that arise regarding the performance of this agreement, the Client and Ryan Miller Architects agree that all such disputes shall be submitted to 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. The parties further agree to include a similar mediation, in their agreements with other independent contractors and 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.

FORCE MAJUERE

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 conditions (other than financial inability) beyond the other party's reasonable control.

TERMINATION

This Agreement may be terminated by either party upon ten (10) day 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 Ryan Miller Architects for convenience, and Ryan Miller Architects has otherwise satisfactorily performed its obligations under this Agreement to that point, Ryan Miller Architects shall be paid no less than eighty percent (80%) of the contract price. However, if Ryan Miller Architects shall have completed more than eighty percent of the Work at the time of said termination, Ryan Miller Architects shall be compensated at a rate of one-hundred percent (100%) of the contract price for all services performed prior to the termination date which fall within the scope of work described in the Authorization for Work.

ACCESS TO PROJECT

Client grants to Ryan Miller Architects the right of access and entry to the project site at all times necessary for Ryan Miller Architects to perform the Work. If Client is not the owner of the project site, then Client represents that Client has full authority to grant access and right of entry to Ryan Miller Architects for the purpose of Ryan Miller Architects' performance of the Work. This right of access and entry extends fully to any subcontractors, consultants, or agents of Ryan Miller Architects upon reasonable proof of association with Ryan Miller Architects. Client's failure to provide such timely access and permission shall constitute a material breach

of this Agreement excusing Ryan Miller Architects from performance of its duties under this Agreement.

CONFIDENTIAL INFORMATION

Both Client and Ryan Miller Architects understand that in conjunction with Ryan Miller Architects' performance of the Work on the project, both Client and Ryan Miller Architects 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.

Ryan Miller Architects further agrees that it will not sell, distribute, or disclose information or the results of any testing obtained by Ryan Miller Architects 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

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

ENTIRE AGREEMENT

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 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

This is a fully integrated Agreement. The terms of this Agreement may be modified only by a document in written form, 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 Ryan Miller Architects, 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

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

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.

AUTHORITY

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 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 to act on behalf of and commit the entity to this Agreement.

COUNTERPARTS

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

There are no intended third party beneficiaries of this Agreement. The services, data, and opinions expressed by Ryan Miller Architects 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 Sonoma County, California.

TIME BAR TO LEGAL ACTION

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 Ryan Miller Architects completes its services.