

Exhibit A

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DRAFT RESOLUTION

Before the Housing and Community Development Chief of Planning in and for the County of Monterey, State of California

In the matter of the application of:

PETRI JOHN ANTHONY TR (PLN230050)

RESOLUTION NO. 24 -

Resolution by the Monterey County HCD Chief of Planning:

- 1) Find the project qualifies for Class 3 Categorical Exemption pursuant to section 15303 of the CEQA Guidelines, and there are no exceptions pursuant to Section 15300.2; and
- 2) Approving a Coastal Administrative Permit to allow construction of a 1,500 square foot detached metal barn.

[PLN230050, Petri John Anthony TR, 385 Paradise Rd, Salinas, North County Land Use Plan, Coastal Zone (Assessor's Parcel Number: 129-101-052-000)]

The PETRI JOHN ANTHONY TR application (PLN230050) came on for an administrative decision hearing before the Monterey County HCD Chief of Planning on February 21, 2024. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented the Monterey County HCD Chief of Planning finds and decides as follows:

FINDINGS

1. **FINDING:** **CONSISTENCY** – The Project, as conditioned, is consistent with the applicable plans and policies which designate this area as appropriate for development.
EVIDENCE: a) During the course of review of this application, the project has been reviewed for consistency with the text, policies, and regulations in:
 - The 1982 Monterey County General Plan;
 - North County Land Use Plan;
 - Monterey County Coastal Implementation Plan, Part 2; and
 - Monterey County Zoning Ordinance (Title 20).No conflicts were found to exist. No communications were received during the course of review of the project indicating any inconsistencies with the text, policies, and regulations in these documents.
b) Allowed Use. The property is located at 385 Paradise Rd, Salinas, North County Land Use Plan, Coastal Zone (Assessor's Parcel Number: 129-101-052-000). The parcel is zoned Low Density Residential with a maximum gross density of 2.5 acres per unit in the Coastal Zone or "LDR/2.5(CZ)", which allows non-habitable accessory structures. The project consists of a Coastal Administrative Permit to allow construction

of a 1,500 square foot metal barn and site improvements. Minimum grading required for placement of footings is estimated to be less than 100 cubic yards. A 1,450 square foot single-family dwelling, an approximate 800 square foot detached barn and a detached 180 square foot non-habitable accessory structure exist on the subject property. The proposed barn is intended for non-habitable accessory use to the primary dwelling. Therefore, the project is an allowed land use for this site.

- c) Lot Legality. The subject property, APN:129-101-052-000, is identified in its current size and configuration as Parcel B in the Assessor's Parcel Map dated September 1976, Volume 10 Pg 190. Therefore, the County recognizes the subject property as a legal lot of record.
- d) Design/Neighborhood and Community Character. The proposed exterior colors and materials are consistent with the area's setting and surrounding residences. Exterior colors and materials of the metal barn consist of light gray color horizontal corrugated steel panels at walls, dark brown trims at openings and dark brown color corrugated steel panels for roof which blend well with the surrounding natural environment. An exterior lighting plan has been made a condition of approval to ensure compliance with Monterey County Code (Condition No. 5). The proposed exterior finishes described above are designed to be fire resistant to ensure building safety, are consistent with the surrounding residential neighborhood character, and other accessory structures in the neighborhood.
- e) Development Standards. The development standards for the LDR zoning district are identified in Title 20 Section 20.14.060. Required setbacks in the LDR district for accessory structures used as barns, stables or farm outbuildings shall not be less than 50 feet from the front of the property, 20 feet from the side and rear property line, and 20 feet from any residence on the property. The maximum height shall be 30 feet. The proposed siting of the barn is approximately 56 feet from the front property line and approximately 150 feet from the western side property line. The height is proposed to be 18 feet 2 inches from finished grade on nearly flat area of the parcel. Therefore, the proposed 1,500 square foot barn conforms and complies with all setback and height requirements pursuant of the Monterey County Code.
- f) Site Coverage. Pursuant to Title 20 Section 20.14.060, the allowed site coverage maximum in the LDR/2.5 (CZ) zoning district is 15 percent. The lot size is 1.853 acres, or approximately 80,715 square feet, which would allow site coverage of 12,107 square feet. Proposed lot coverage is approximately 3,940 square feet, or 0.05 percent. Therefore, as proposed, the project meets the required coverage limitations.
- g) Cultural Resources. The project site is in an area identified in County records as having a low archaeological sensitivity; therefore, a Preliminary Archaeological Report was not required. The County's standard project condition (Condition No. 3) which requires the contractor to stop work if previously unidentified resources are discovered during construction was added as condition of approval for the proposed project.

- h) Public Access. The project will not conflict with an existing access point to the coastline and does not require new access pursuant to standards in the North County Coastal Land Use Plan and Coastal Implementation Plan, Part 2. See Finding No. 6.
- i) Land Use Advisory Committee. The project was not referred to the North County Land Use Advisory Committee (LUAC) for review. Based on the current LUAC Guidelines, this project did not warrant referral because there is not a Design overlay associated with the property and the project proposal is not subject to approval by the Zoning Administrator.
- j) The project planner conducted a site inspection on December 15, 2023 to verify that the project on the subject parcel conforms to the plans listed above.
- k) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230050.

2. **FINDING:** **SITE SUITABILITY** – The site is physically suitable for the proposed development and/or use.

- EVIDENCE:**
- a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau, North County Fire Protection District (FPD), and the California Coastal Commission. County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations, and there has been no indication from these departments/agencies that the site is not suitable for the development. Conditions recommended have been incorporated.
 - b) Staff identified potential impacts to soil. The following report has been prepared:
 - “Geotechnical Investigation Report” (LIB230340) prepared by Taluban Soil Surveys Group, Inc., Salinas, CA, November 9, 2023. County staff independently reviewed this report and concurs with their conclusions. There are no physical or environmental constraints that would indicate that the site is not suitable for the use. All development shall be in accordance with this report.
 - c) Staff conducted a site inspection on December 15, 2023, to verify that the site is suitable for this use.
 - d) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230050.

3. **FINDING:** **HEALTH AND SAFETY** – The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

- EVIDENCE:**
- a) The project was reviewed by HCD-Planning, HCD- Engineering Services, HCD-Environmental Services, Environmental Health Bureau, North County Fire Protection District (FPD), and the California Coastal Commission. The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.
 - b) The barn will not contain plumbing and therefore will not be served by potable water or wastewater service.
 - c) Staff conducted a site inspection on December 15, 2023, to verify that the site is suitable for this use.
 - d) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230050.

4. **FINDING:** **VIOLATIONS** – The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County’s zoning ordinance. No violations exist on the property.

- EVIDENCE:**
- a) Staff reviewed Monterey County HCD-Planning and HCD-Building Services records and no violations were found to exist on the property.
 - b) Staff conducted a site inspection on December 15, 2023, and researched County records to assess if any violation exists on the subject property.
 - c) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230050.

5. **FINDING:** **CEQA (Exempt)** – The project is categorically exempt from environmental review and no unusual circumstances were identified to exist for the proposed project.

- EVIDENCE:**
- a) California Environmental Quality Act (CEQA) Guidelines Section 15303 for a Class 3 categorical exemption allows new construction of a small accessory structure and site improvements on a legal lot of record. Therefore, the proposed development is consistent with CEQA Guidelines Section 15303.
 - b) None of the exceptions under CEQA Guidelines Section 15300.2 apply to this project. The project does not involve a designated historical resource, a hazardous waste site, development located near or within view of a scenic highway, and does not cause any unusual circumstances that would result in a significant effect or development that would result in a cumulative significant impact. Based on Monterey County GIS (2021 aerial imagery), the data indicates the subject property could potentially have the presence of special status species which are considered environmentally sensitive habitat. A neighbor provided a signed letter and photos as proof attesting the subject property, particularly the exact location of the proposed barn, has been constantly disturbed and therefore no sign of special species living there. The project planner inspected the property on December 12, 2023 and found no evidence of identified species within the subject parcel or surrounding area. Therefore, it is anticipated that the proposed project

will not result in impacts on species of concern. The project site is located within an area of low archaeology sensitivity and therefore did not require a Phase 1 Archaeological Report. A standard condition of approval has been incorporated to assure construction work be halted if archaeological resources are accidentally uncovered.

- c) No adverse environmental effects were identified during staff review of the development application during a site visit on December 12, 2023.
- d) See supporting Finding Nos. 1 and 2. The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230050.

6. FINDING: **PUBLIC ACCESS** – The project is in conformance with the public access and recreation policies of the Coastal Act (specifically Chapter 3 of the Coastal Act of 1976, commencing with Section 30200 of the Public Resources Code) and applicable Local Coastal Program, and does not interfere with any form of historic public use or trust rights.

- EVIDENCE:**
- a) No access is required as part of the project as no substantial adverse impact on access, either individually or cumulatively, as described in Section 20.144.150 of the Monterey County Coastal Implementation Plan (Part 2) can be demonstrated.
 - b) No evidence or documentation has been submitted or found showing the existence of historic public use or trust rights over the project site.
 - c) The subject property is not described as an area where the Local Coastal Program requires physical public access (Figure 6, North County General Plan Shoreline Access/Trails, in North County Land Use Plan).
 - d) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning found in Project File PLN230050.

7. FINDING: **APPEALABILITY** – The decision on this project may be appealed to the Board of Supervisors but not the California Coastal Commission.

- EVIDENCE:**
- a) Pursuant to Section 20.86.030 of the Monterey County Zoning Ordinance (Title 20), an appeal may be made to the Board of Supervisors by any public agency or person aggrieved by a decision of an Appropriate Authority other than the Board of Supervisors.
 - b) Pursuant to Section 20.86.080.A(3) of the Monterey County Zoning Ordinance (Title 20), the project is not subject to appeal by/to the California Coastal Commission because the new construction of an accessory structure is considered a principal use.

DECISION

NOW, THEREFORE, based on the above findings and evidence, the HCD Chief of Planning does hereby:

1. Find the project qualifies for Class 3 Categorical Exemption pursuant to section 15303 of the CEQA Guidelines, and there are no exceptions pursuant to Section 15300.2; and
2. Approving a Coastal Administrative Permit to allow construction of a 1,500 square foot detached metal barn.

All of which are in general conformance with the attached sketch and subject to the attached conditions, all being attached hereto and incorporated herein by reference.

PASSED AND ADOPTED this 21st day of February 2024.

Craig Spencer
Acting, HCD Director

COPY OF THIS DECISION MAILED TO APPLICANT ON DATE

THIS APPLICATION IS APPEALABLE TO THE BOARD OF SUPERVISORS.

IF ANYONE WISHES TO APPEAL THIS DECISION, AN APPEAL FORM MUST BE COMPLETED AND SUBMITTED TO THE CLERK TO THE BOARD ALONG WITH THE APPROPRIATE FILING FEE ON OR BEFORE _____.

THIS PROJECT IS LOCATED IN THE COASTAL ZONE AND IS NOT APPEALABLE TO THE COASTAL COMMISSION.

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

NOTES

1. You will need a construction permit and must comply with the Monterey County Building Ordinance in every respect.

Additionally, the Zoning Ordinance provides that no construction permit shall be issued, nor any use conducted, otherwise than in accordance with the conditions and terms of the permit granted or until ten days after the mailing of notice of the granting of the permit by the appropriate authority, or after granting of the permit by the Board of Supervisors in the event of appeal.

Do not start any construction or occupy any building until you have obtained the necessary permits and use clearances from Monterey County HCD-Planning and HCD-Building Services offices in Salinas.

2. This permit expires 3 years after the above date of granting thereof unless construction or use is started within this period.

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County of Monterey HCD Planning

DRAFT Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN230050

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: This Coastal Administrative permit (PLN230050) allows construction of a 1,500 square foot barn. The property is located at 385 Paradise Road, Salinas (Assessor's Parcel Number 129-101-052-000), North County Land Use Plan, Coastal Zone. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an ongoing basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Coastal Administrative Permit (Resolution Number _____) was approved by HCD Chief of Planning for Assessor's Parcel Number 129-101-052-000 on February 21, 2024. The permit was granted subject to 5 conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

Proof of recordation of this notice shall be furnished to the Director of HCD - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the HCD - Planning.

3. PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: If, during the course of construction, cultural, archaeological, historical or paleontological resources are uncovered at the site (surface or subsurface resources) work shall be halted immediately within 50 meters (165 feet) of the find until a qualified professional archaeologist can evaluate it. Monterey County HCD - Planning and a qualified archaeologist (i.e., an archaeologist registered with the Register of Professional Archaeologists) shall be immediately contacted by the responsible individual present on-site. When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for recovery.
(HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to this condition on an on-going basis.

Prior to the issuance of grading or building permits and/or prior to the recordation of the final/parcel map, whichever occurs first, the Owner/Applicant shall include requirements of this condition as a note on all grading and building plans. The note shall state "Stop work within 50 meters (165 feet) of uncovered resource and contact Monterey County HCD - Planning and a qualified archaeologist immediately if cultural, archaeological, historical or paleontological resources are uncovered."

When contacted, the project planner and the archaeologist shall immediately visit the site to determine the extent of the resources and to develop proper mitigation measures required for the discovery.

4. PD006(A) - CONDITION COMPLIANCE FEE

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors, for the staff time required to satisfy conditions of approval. The fee in effect at the time of payment shall be paid prior to clearing any conditions of approval.

Compliance or Monitoring Action to be Performed: Prior to clearance of conditions, the Owner/Applicant shall pay the Condition Compliance fee, as set forth in the fee schedule adopted by the Board of Supervisors.

5. PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: All exterior lighting shall be unobtrusive, down-lit, harmonious with the local area, and constructed or located so that only the intended area is illuminated and off-site glare is fully controlled. The lighting source shall be shielded and recessed into the fixture. The applicant shall submit three (3) copies of an exterior lighting plan which shall indicate the location, type, and wattage of all light fixtures and include catalog sheets for each fixture. The lighting shall comply with the requirements of the California Energy Code set forth in California Code of Regulations Title 24 Part 6. The exterior lighting plan shall be subject to approval by the Director of HCD - Planning, prior to the issuance of building permits.
(HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of building permits, the Owner/Applicant shall submit three copies of the lighting plans to HCD - Planning for review and approval. Approved lighting plans shall be incorporated into final building plans.

Prior to final/occupancy, the Owner/Applicant/Contractor shall submit written and photographic evidence demonstrating that the lighting has been installed according to the approved plan.

On an on-going basis, the Owner/Applicant shall ensure that the lighting is installed and maintained in accordance with the approved plan.

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JOHN PETRI

385 PARADISE RD, SALINAS, CA 93907

(MONTEREY COUNTY, CA)

30' X 50' X 14'

STRUCTURAL DESIGN NOTES

- ALL CONSTRUCTION SHALL BE PROVIDED IN ACCORDANCE WITH CBC 2022, IBC 2021, ASCE7-16, OSHA, AISC 360, AISI 100, AWS D1.3 CODES AND ALL OTHER APPLICABLE LOCAL CITY OR COUNTY REQUIREMENTS.
- ALL MATERIALS IDENTIFIED BY A MANUFACTURER NAME MAY BE SUBSTITUTED WITH MATERIAL EQUAL OR EXCEEDING ORIGINAL.
- ALL SHOP CONNECTIONS SHALL BE WELDED CONNECTIONS. NO FIELD WELDING IS REQUIRED. WELDING ELECTRODES PER AWS CODE, E70XX UNLESS NOTED OTHERWISE ON PLANS.
- ALL STRUCTURAL FIELD CONNECTIONS SHALL BE #12-14 x 3/4" SDS (ESR-2196) U.N.O. NO NEOPRENE WASHERS ARE PERMITTED AT STRUCTURAL CONNECTIONS.
- STEEL SHEATHING SHALL BE 29GA. CORRUGATED GALV. OR PAINTED STEEL - MAIN RIB HT. 3/4" (FY=80 KSI) OR EQ.
- SHEATHING CONNECTIONS SHALL BE #12-14 x 3/4" SDS. NEOPRENE WASHERS ARE REQUIRED.
- ALL STRUCTURAL LIGHT GAUGE TUBING AND CHANNELS SHALL BE ASTM A653 (HSLA) GRADE 50 STEEL (Fy = 50 KSI, Fu = 65 KSI) OR EQUAL.
- STRUCTURAL TUBE TS 2 1/2" x 2 1/2" x 14GA (0.083") IS EQUIVALENT TO TS 2 1/4" x 2 1/4" x 12GA (0.109") AND EITHER ONE MAY BE USED IN LIEU OF THE OTHER.
- GYPSUM BOARD OR DRYWALL FINISH OR ANY BRITTLE BASE MATERIAL IS NOT CONSIDERED OR ACCOUNTED FOR ON THE DESIGN CRITERIA OF THIS STRUCTURE, U.N.O.

STRUCTURAL DESIGN CRITERIA

PREVAILING CODE: CBC 2022 (IBC 2021)
 USE GROUP: U (PRIVATE GARAGE / SHED)
 CONSTRUCTION TYPE: V - B
 RISK CATEGORY: I
 BUILDING FOOTAGE: 1500 SQ.FT

- DEAD LOAD (D)
COLLATERAL LOAD 2.0 PSF
- ROOF LIVE LOAD (Lr) Lr = 20 PSF
- SNOW LOAD (S)
GROUND SNOW LOAD Pg = 30 PSF (RATED)
Pg = 0 PSF (ACTUAL)
IMPORTANCE FACTOR Is = 0.80
THERMAL FACTOR Ct = 1.2
EXPOSURE FACTOR Ce = 1.0
ROOF SLOPE FACTOR Cs = 1.0
FLAT ROOF SNOW LOAD Pf = 20 PSF
SLOPED ROOF SNOW LOAD Ps = 20 PSF
- WIND LOAD (W)
DESIGN WIND SPEED Vult = 110 MPH
EXPOSURE C
- SEISMIC LOAD (E)
Ss / S1 2.198/0.798
SDs / SD1 1.758/NULL
DESIGN CATEGORY D
SITE CLASS D (DEFAULT)
IMPORTANCE FACTOR Ie = 1.00

ASD LOAD COMBINATIONS:

- D + (Lr OR S)
- D + (0.6W OR ±0.7E)
- D + 0.75 (0.6W OR ±0.7E) + 0.75 (Lr OR S)
- 0.6D + (0.6W OR ±0.7E)

SCOPE OF PLANS:

- TO PROVIDE STRUCTURAL DESIGN FOR THE PRE-FAB METAL BUILDING PER THE SPECIFIED DESIGN LOADS, AND APPLICABLE BUILDING CODES. ANY DISCREPANCIES IN DESIGN LOADS SHALL BE BROUGHT TO THE ATTN. OF THE ENGINEER OF RECORD.
- DOES NOT PROVIDE ANY ARCHITECTURAL, SITE, ZONING, HVAC, ELEC, MECH DESIGN OR REQUIREMENTS. THESE ITEMS MUST BE ADDRESSED BY THEIR RESPECTIVE PROFESSIONALS IN CHARGE.

STRUCTURAL DRAWING INDEX

- COVER SHEET
- ELEVATIONS
- FOUNDATION PLAN
- FOUNDATION DETAILS
- COLUMN LAYOUT PLAN & DETAILS
- FRAME SECTION & DETAILS
- SIDE WALL FRAMING
- SIDE WALL DETAILS
- END WALL FRAMING & DETAILS

SPECIAL INSPECTIONS

NO SPECIAL INSPECTIONS ARE REQUIRED FOR THIS STRUCTURE, AS IT MEETS THE EXCEPTIONS OF SECTION 1704 PER CBC 2022 (IBC 2021), UNLESS EXPLICITLY REQUIRED BY THE BUILDING OFFICIAL.

REVISIONS LIST		
MARK	COMMENTS	DATE
-	ISSUED FOR PERMIT & CONST.	APR 04 2023

23347.0

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SHEET NO: **1 OF 7**

PROJECT NO: **233-23-0599**


DRAWN BY: **A.ABU** DATE: **4/03/2023**

SHEET TITLE: **COVER SHEET**

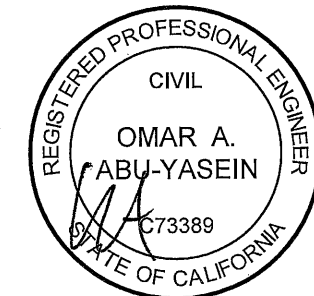
LOCATION: **385 PARADISE RD
SALINAS, CA 93907**

PROJECT TITLE: **JOHN PETRI**

METAL BUILDING MANUFACTURER



457 N. Broadway,
Joshua, TX 76058
1-866-730-9865



EXPIRES: 12/31/2024

SIGNED: MAR 15 2023

LOCATION:
385 PARADISE RD
SALINAS, CA 93907

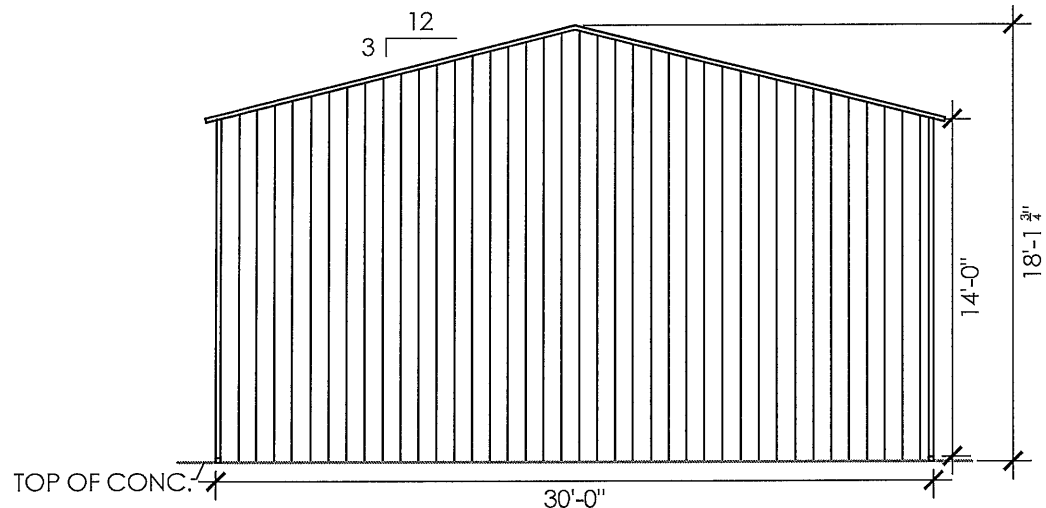
PROJECT TITLE:
JOHN PETRI

METAL BUILDING
MANUFACTURER



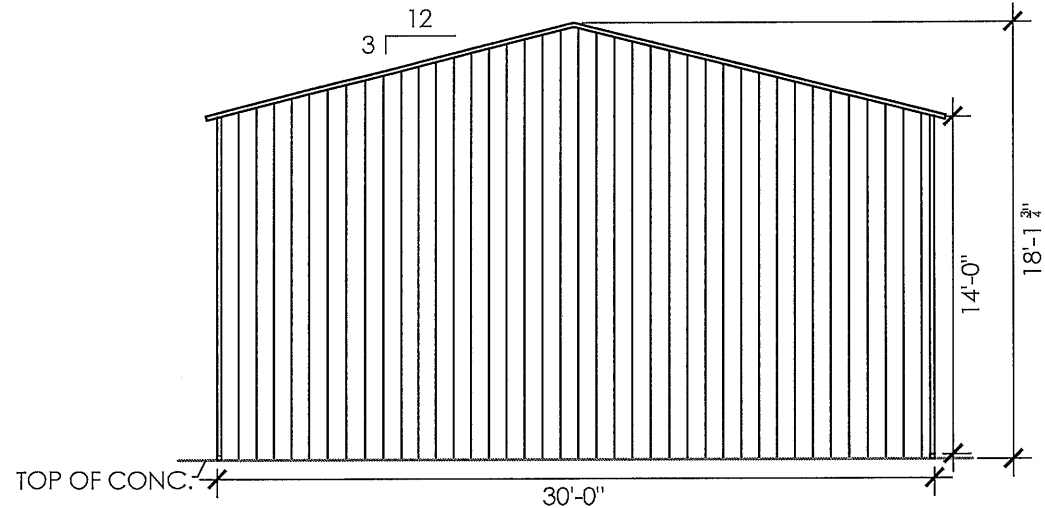
EXPIRES: 12/31/2024
SIGNED: MAR 15 2023

ELEVATIONS



FRONT END WALL ELEVATION

SCALE: 1/8" : 1'



BACK END WALL ELEVATION

SCALE: 1/8" : 1'

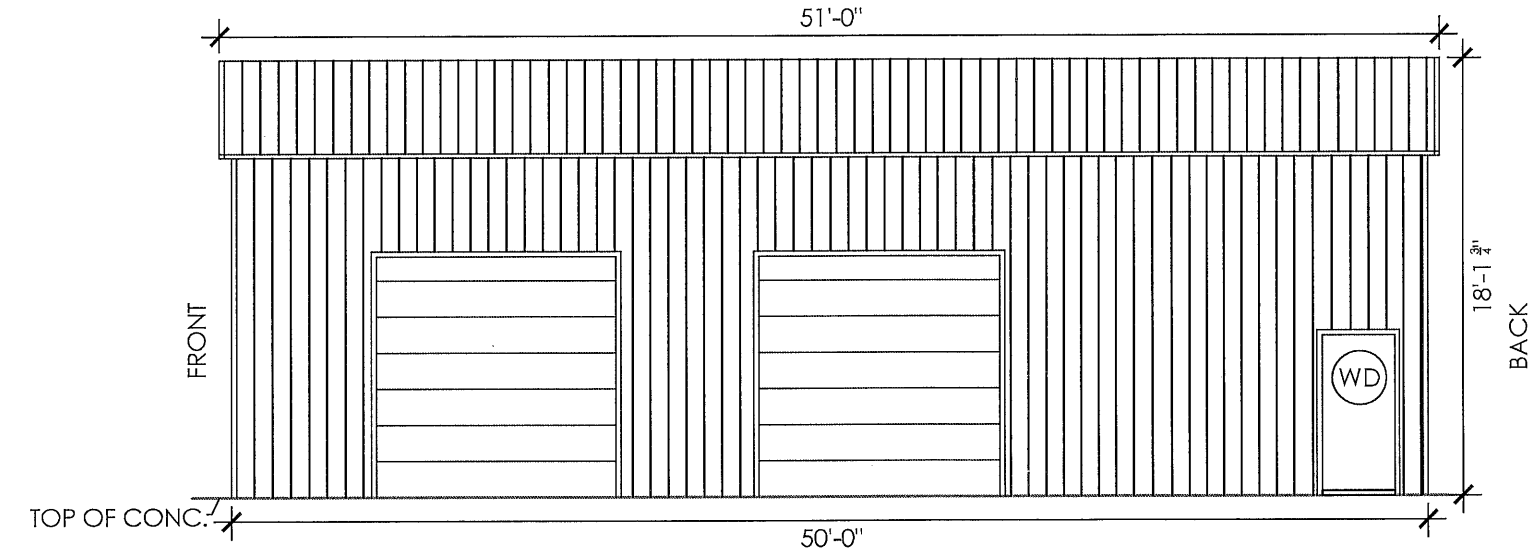
DESIGN NOTES

1. THE INTENTION OF ELEVATIONS PROVIDED ON THIS SHEET IS TO INDICATE STRUCTURAL COMPONENTS, DIMENSIONS, AND BUILDING ORIENTATION ONLY.
2. ARCHITECTURAL DESIGN REQUIREMENTS ARE NOT COVERED IN THIS PLAN SET. THESE DESIGN REQUIREMENTS SHALL BE ADDRESSED IN A SEPARATE ARCHITECTURAL SET BY RESPONSIBLE LICENSED PROFESSIONALS IN CHARGE, AS NEEDED.
3. ALL EXT **ROOF** SHEATHING SHALL BE: CLASS A RATED 29GA. **3/4" RIB HT** - GALV OR PAINTED STEEL (FY=80 KSI) OR EQ.
4. ALL EXT **WALL** SHEATHING SHALL BE: CLASS A RATED 29GA. **3/4" RIB HT** - GALV OR PAINTED STEEL (FY=80 KSI) OR EQ.
5. LOC OF WALK-IN DOORS OR WINDOWS CAN BE DETERMINED ON SITE AS LONG AS THEY FALL BETWEEN BAYS (BETWEEN FULL FRAMES).

LEGEND

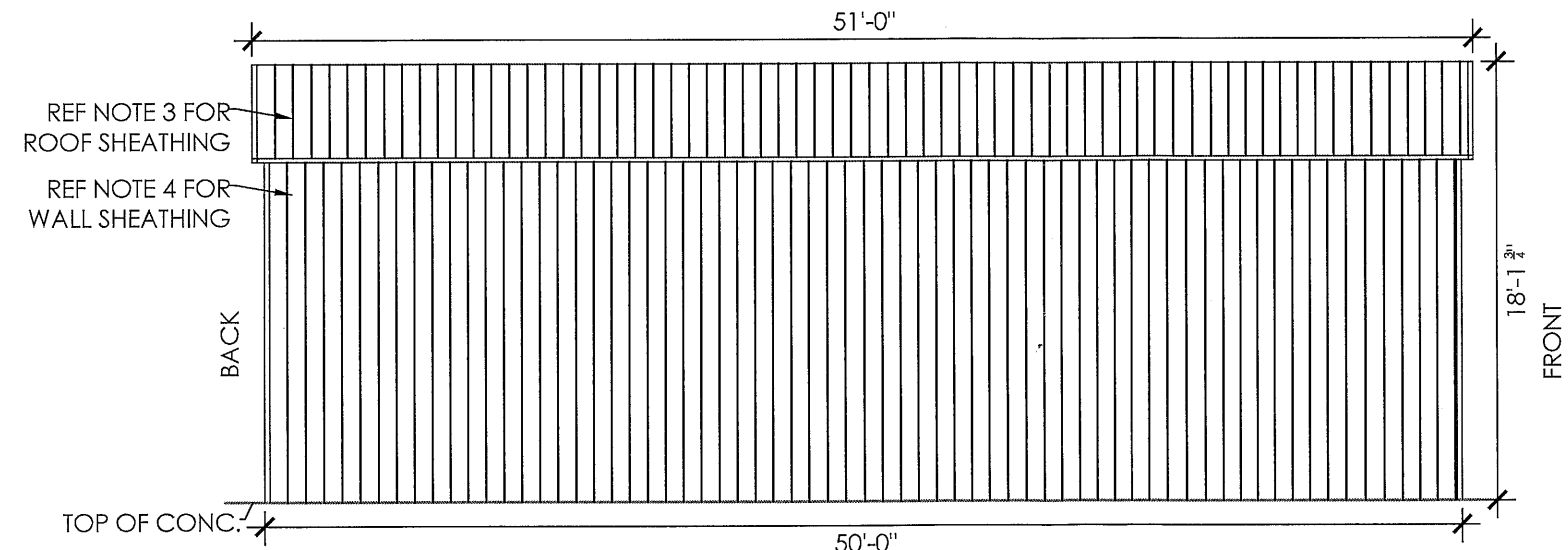
(WD) WALK-IN DOORS (REF DOOR MFG)

NOTE: ANY DOOR DESIGN INFORMATION IS NOT COVERED IN THIS PLAN SET AND SHALL BE ADDRESSED BY OTHERS.



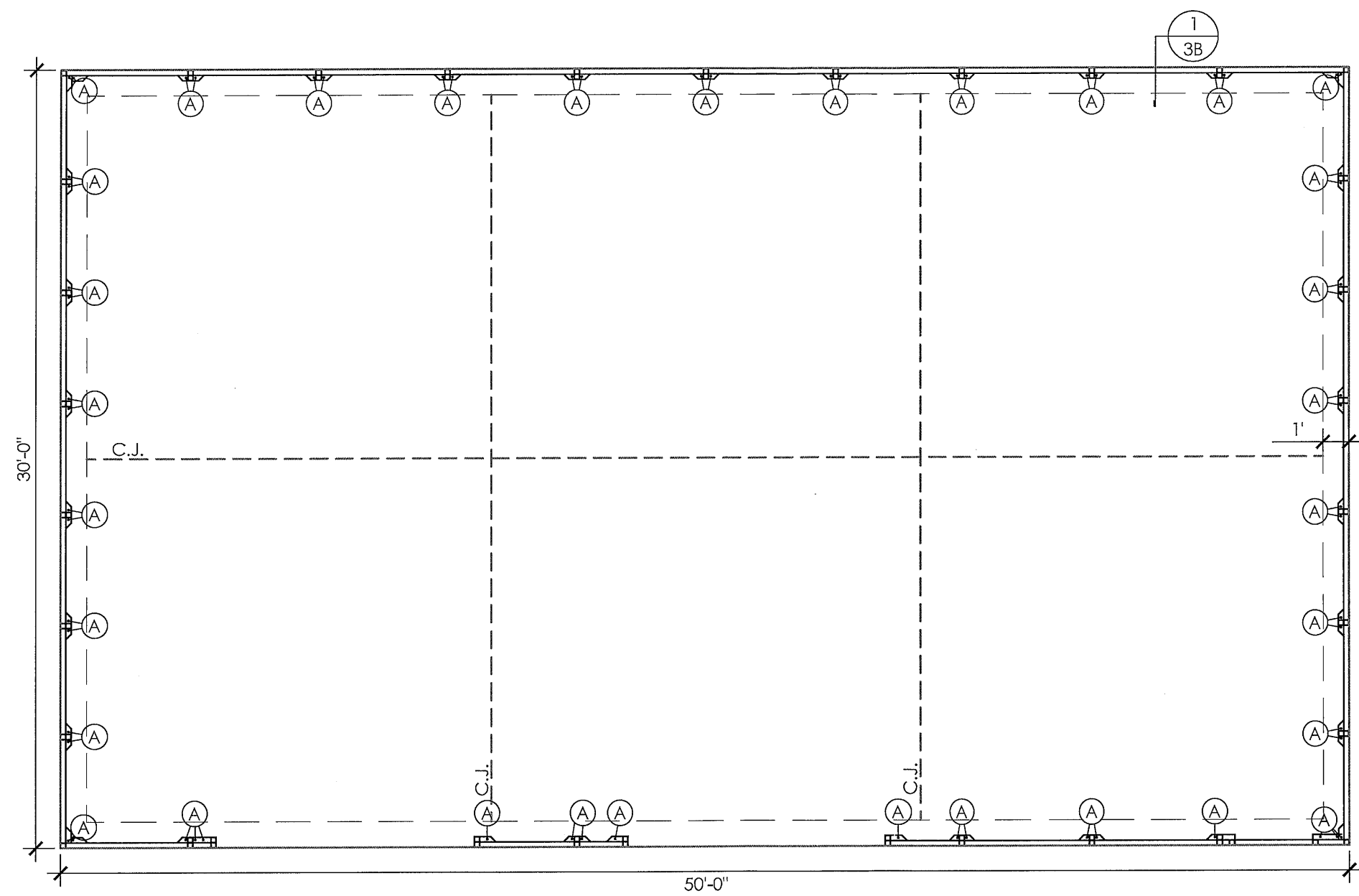
RIGHT SIDE WALL ELEVATION

SCALE: 1/8" : 1'



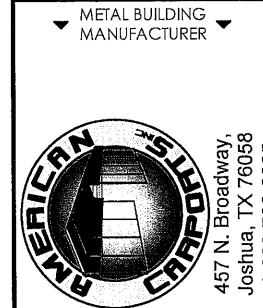
LEFT SIDE WALL ELEVATION

SCALE: 1/8" : 1'



FOUNDATION PLAN
 SCALE: 3/16" : 1'

SHEET TITLE: **FOUNDATION PLAN: CONCRETE SLAB**
 PROJECT TITLE: **JOHN PETRI**
 LOCATION: **385 PARADISE RD SALINAS, CA 93907**



MEMBER PROPERTIES	
BASE RAIL	2 1/2" SQ. X 14GA TUBE
COLUMN POST	(2) 2 1/2" SQ. X 14GA TUBE - STITCH WELDED
CONCRETE SLAB	
ANCHOR 'A'	1/20" X 7" LG. POWER BULL WEDGE ANCHOR (PER ESR 2254)

- FOUNDATION NOTES:**
- CONTROL JOINTS SHALL BE PLACED SO AS TO LIMIT MAX. SLAB SPANS TO 20' IN EACH DIRECTION.
 - CONC ANCHORS SHALL BE LOCATED AS SHOWN ON THE FOUNDATION PLAN WITH A MINIMUM OF (1) ANCHOR PER POST.
 - DEPTH OF SLAB TURN DOWN FOOTING SHALL BE GREATER THAN THE LOCAL FROST LINE DEPTH.
 - DEPTH OF FOOTINGS SHALL EXTEND INTO UNDISTURBED SOIL OR COMPACTED ENGINEERING FILL.
 - ASSUMED SOIL BEARING CAPACITY IS TO BE A MIN. OF 1500 PSF.
 - CONC STRENGTH TO BE A MIN OF 3000 PSI @ 28 DAYS. SPECIAL INSPECTION IS NOT REQUIRED AS ALL CONC FOUNDATION DESIGN IS BASED ON A MAX COMPRESSIVE STRENGTH OF 2500 PSI @ 28 DAYS.
 - CONC SLAB TO SLOPE A MIN OF 1/8" FOR EVERY 12" TOWARDS LARGE OPENING(S) TO ALLOW DRAINAGE, IF INTENDED USE IS A GARAGE.
 - IF LEVELING CURB IS REQUIRED, CONTACT METAL BUILDING MANUFACTURER FOR DETAILS BEFORE PROCEEDING. MIN 8" WIDE CURB REQ.



EXPIRES: 12/31/2024
 SIGNED: MAR 15 2023

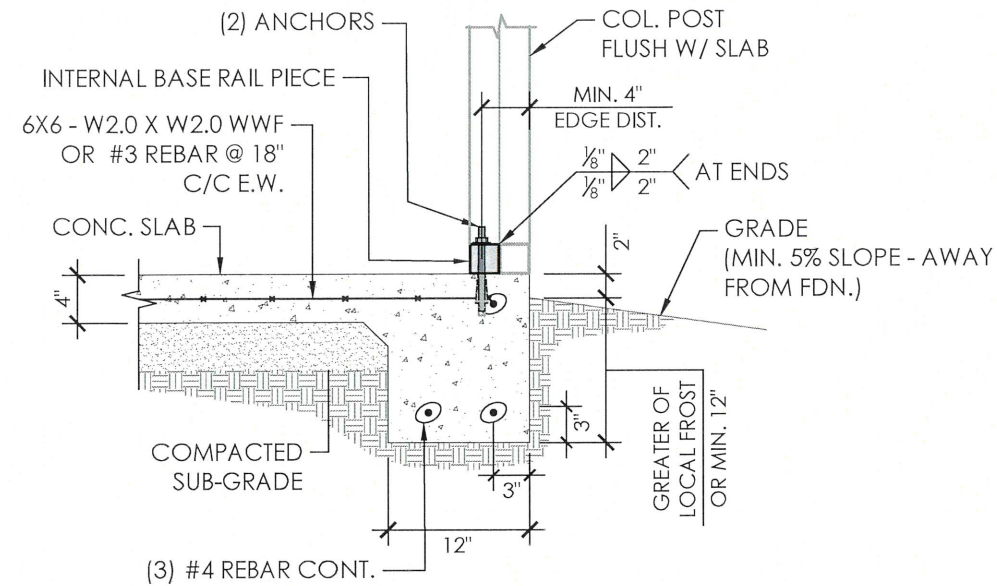
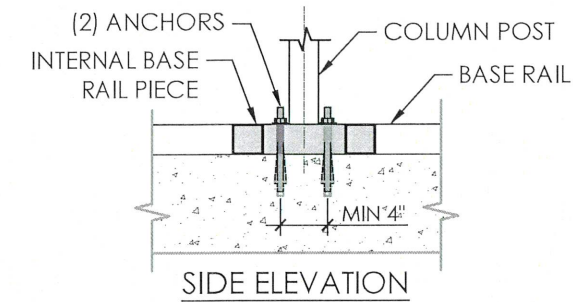
MEMBER PROPERTIES	
BASE RAIL	2 1/2" SQ. X 14GA TUBE
COLUMN POST	(2) 2 1/2" SQ. X 14GA TUBE - STITCH WELDED
CONCRETE SLAB	
ANCHOR 'A'	1/2" Ø X 7" LG. POWER BULL WEDGE ANCHOR (PER ESR 2254)

ANCHORAGE NOTES:

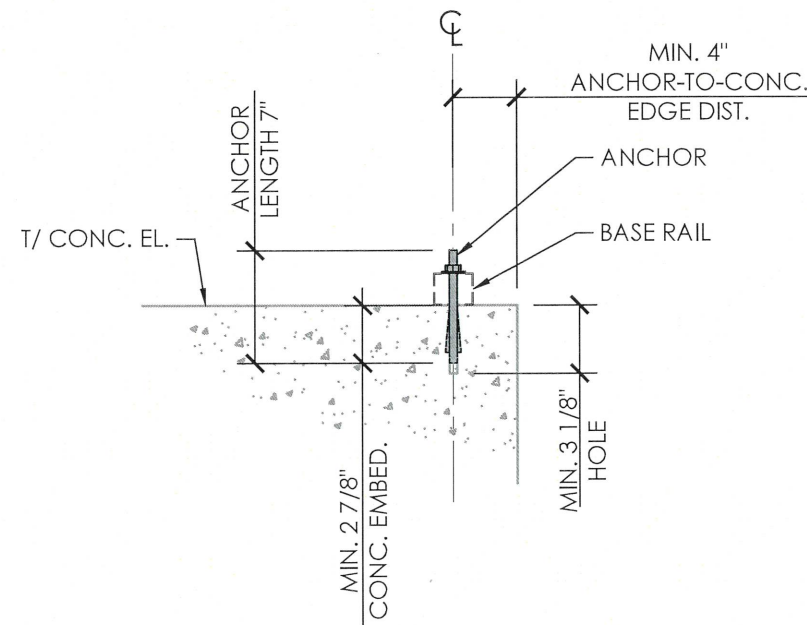
- ANCHOR INSTALLATION REQUIREMENTS:
 - MIN. ANCHOR EDGE DISTANCE: 4.00"
 - MIN. ANCHOR HOLE DEPTH: 3.125"
 - MIN. CONCRETE EMBEDMENT DEPTH: 2.875"
 - MIN. EFFECTIVE EMBEDMENT: 2.50"
 - MIN. SPACING BETWEEN (2) ANCHORS: 3.75"
- ANCHORS TO BE SPACED NO MORE THAN 6" FROM POSTS.
- ALL ANCHORS TO BE A307 EQUIVALENT OR BETTER. ANCHORS TO BE INSTALLED PER MANUFACTURER'S REQ.

REINFORCEMENT NOTES:

- REINFORCING STEEL: DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60, WITH A MINIMUM YIELD OF 60 KSI FOR ALL BARS UNLESS OTHERWISE INDICATED ON DRAWINGS.
- WELDED WIRE FABRIC: ASTM A185 USING BRIGHT STEEL WIRE MEETING THE REQUIREMENTS OF ASTM A82. GAUGES AND DIMENSIONS AS NOTED ON THE DRAWINGS. PROVIDE IN FLAT SHEETS OR ROLLS.



1 FOUNDATION DETAIL
SCALE: 3/4" : 1"



ANCHORAGE DETAIL
SCALE: 1" : 1"

SHEET NO: **3B OF 7**

PROJECT NO: 233-23-0599

DRAWN BY: A .ABU DATE: 4/03/2023

FOUNDATION DETAILS:
CONCRETE SLAB

LOCATION:
385 PARADISE RD
SALINAS, CA 93907

PROJECT TITLE:
JOHN PETRI

SHEET TITLE:

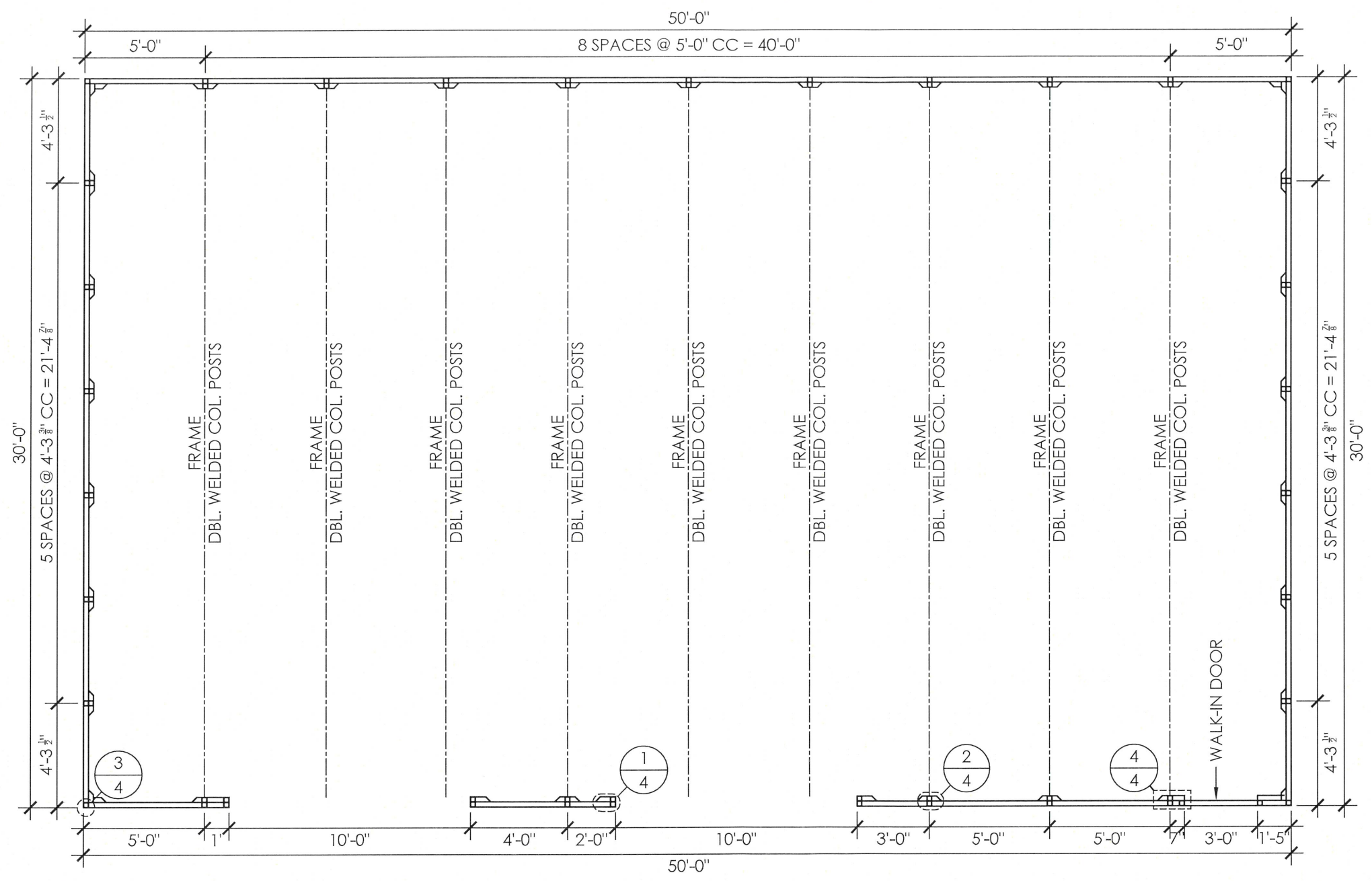
PROJECT TITLE:

METAL BUILDING MANUFACTURER



EXPIRES: 12/31/2024

SIGNED: MAR 15 2023



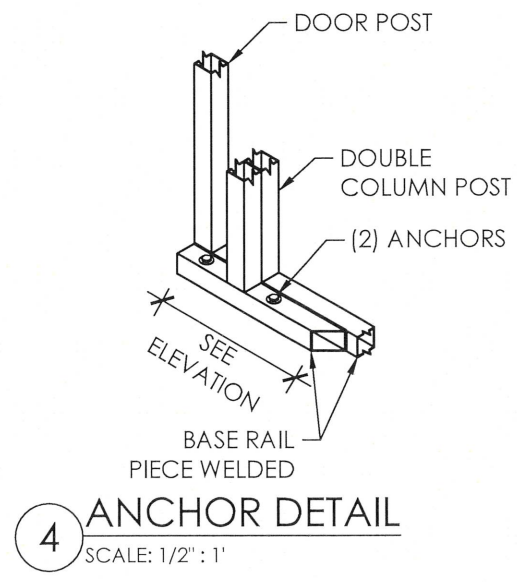
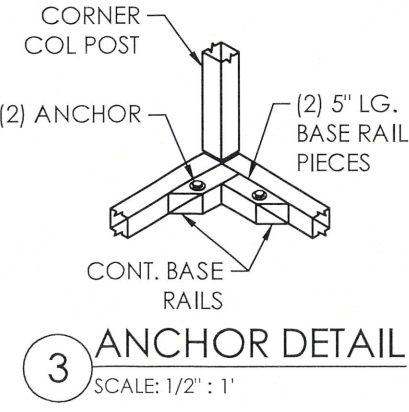
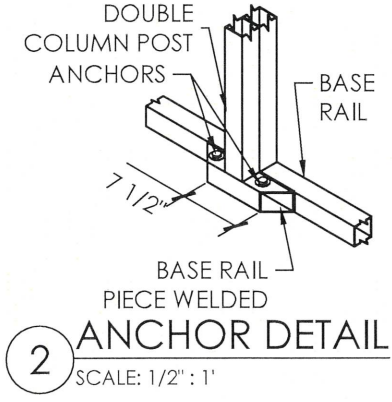
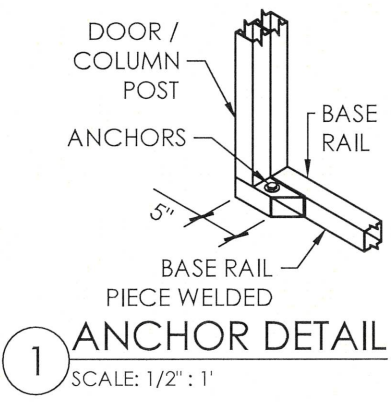
COLUMN LAYOUT PLAN
 SCALE: 3/16" : 1"

NOTE:
 SEE SHEET 3A / 3B FOR ANCHOR TYPE
 SEE SHEET 5 FOR FRAME SECTION AND DETAILS

COLUMN LAYOUT PLAN

LOCATION: 385 PARADISE RD
 SALINAS, CA 93907
 PROJECT TITLE: JOHN PETRI

METAL BUILDING MANUFACTURER



EXPIRES: 12/31/2024
 SIGNED: MAR 15 2023

FRAME SECTION & DETAILS

LOCATION: 385 PARADISE RD
SALINAS, CA 93907

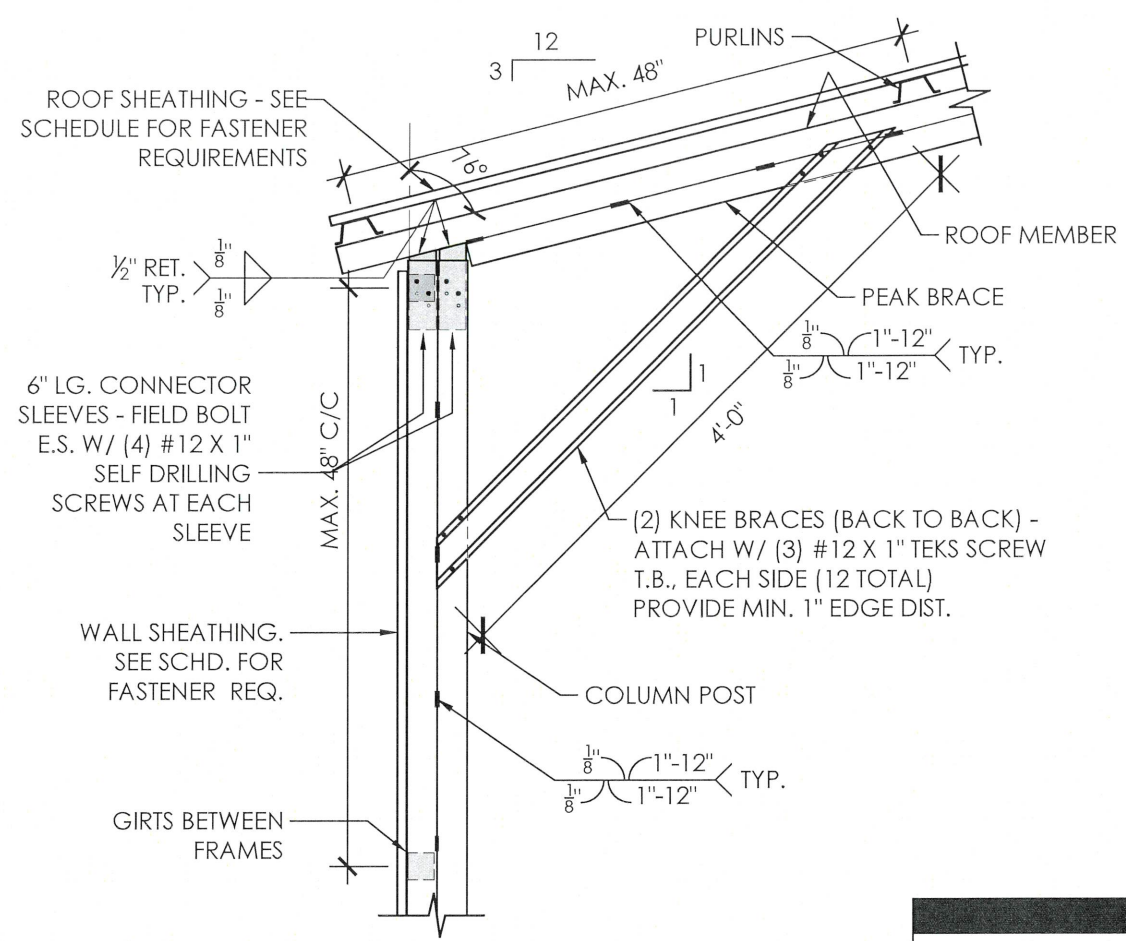
PROJECT TITLE: JOHN PETRI

SHEET TITLE:

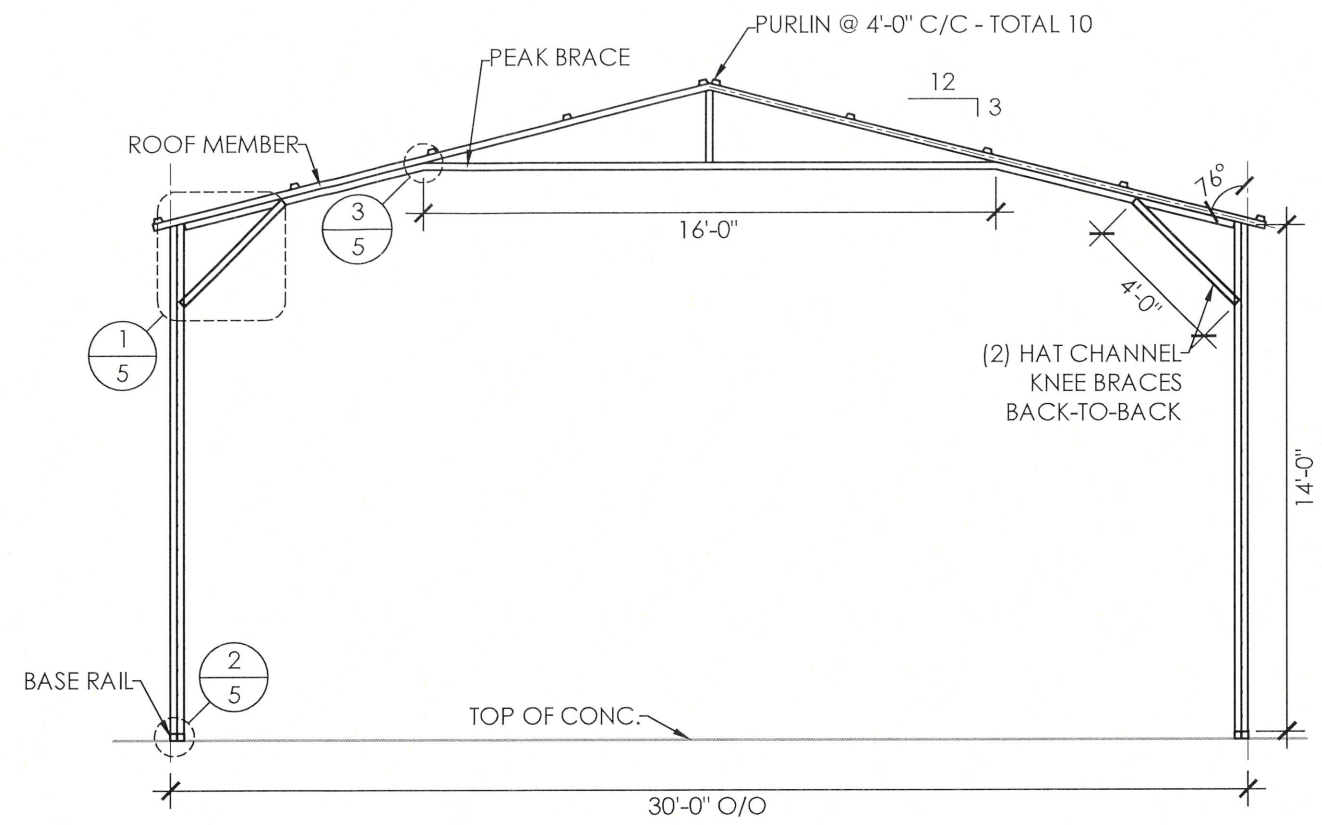
METAL BUILDING MANUFACTURER



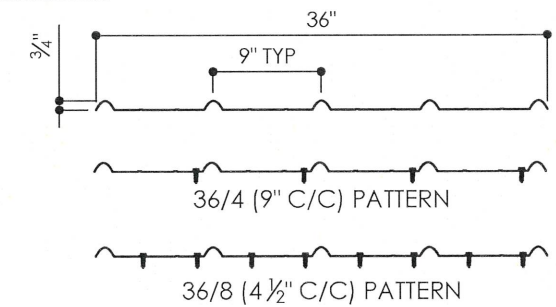
EXPIRES: 12/31/2024
SIGNED: MAR 15 2023



1 FRAME DETAIL
SCALE: 3/4" : 1'



TYPICAL FRAME
SCALE: 3/16" : 1'

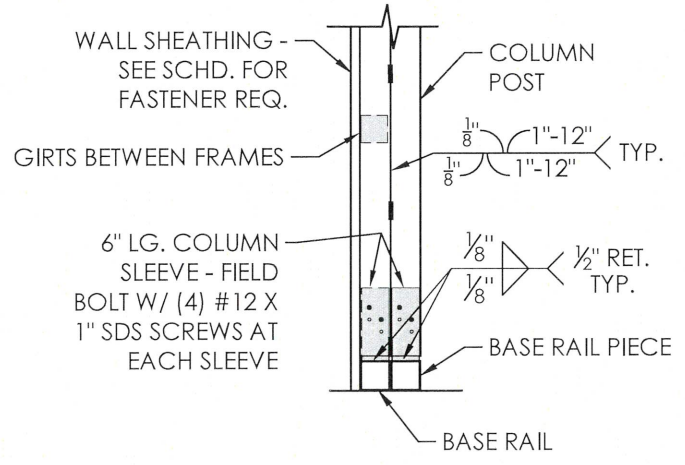


29GA. - 3/4" RIB - CORRUGATED SHEET
SCALE: 3/4" : 1'

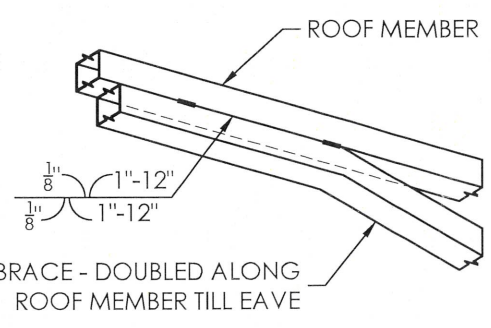
MEMBER PROPERTIES	
COLUMN POST	(2) 2 1/2" SQ. X 14GA TUBE - STITCH WELDED
ROOF MEMBER	2 1/2" SQ. X 14GA TUBE
BASE RAIL	2 1/2" SQ. X 14GA TUBE
PEAK BRACE	2 1/2" SQ. X 14GA TUBE
KNEE BRACE	(2) 4" X 1" X 14GA HAT CHANNEL
CONNECTOR SLEEVE	2 1/4" SQ. X 12GA TUBE
GIRTS	2 1/2" SQ. X 14GA TUBE
PURLINS	4" X 1" X 14GA HAT CHANNEL

SHEATHING FASTENER SCHEDULE				
LOCATION	CORNER PANEL	SIDE LAPS	EDGE LAPS	ELSEWHERE
SPACING	9" CC	MIN. 1	4 1/2" CC	9" CC

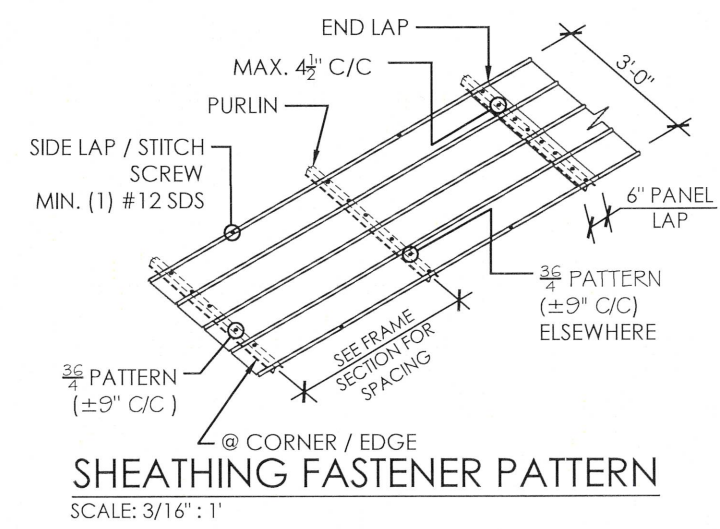
FASTENER TYPE: # 12x1" SELF-DRILL SCREWS (ESR-2196) W/ NEOPRENE/STEEL WASHER



2 BASE DETAIL
SCALE: 3/4" : 1'



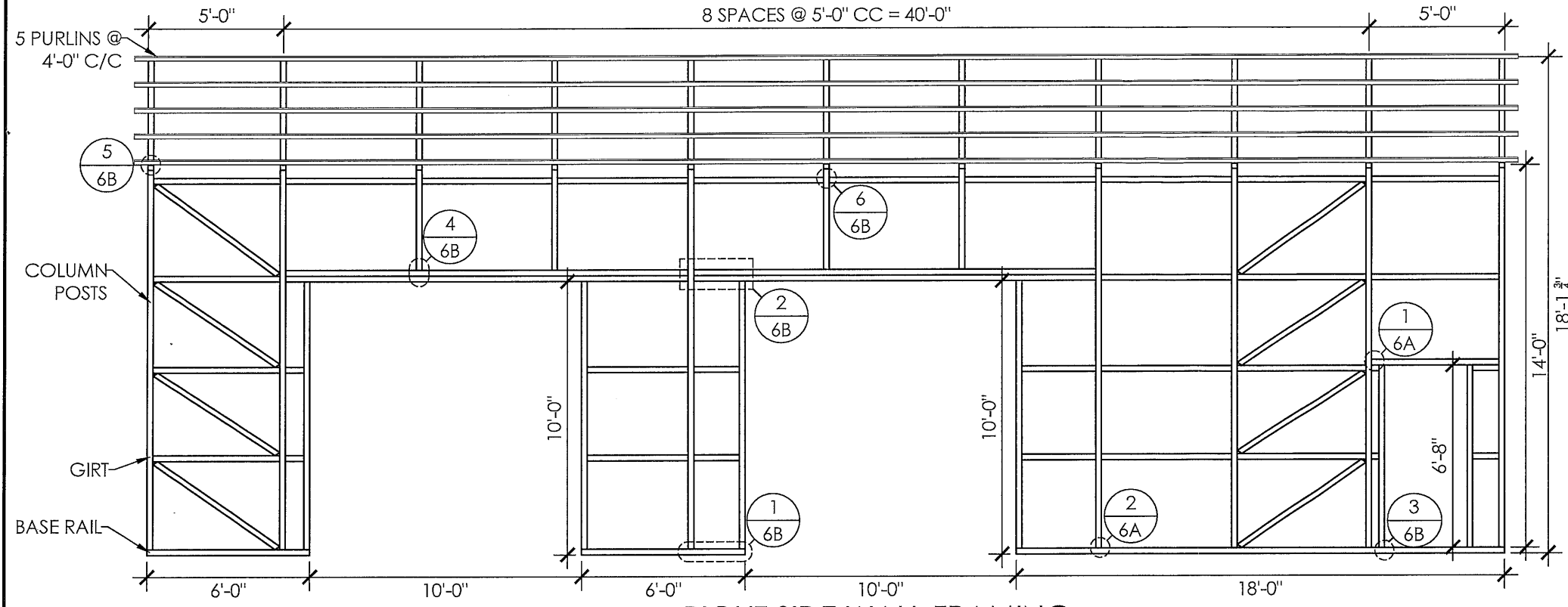
3 PEAK BRACE DETAIL
SCALE: 3/4" : 1'



SHEATHING FASTENER PATTERN
SCALE: 3/16" : 1'

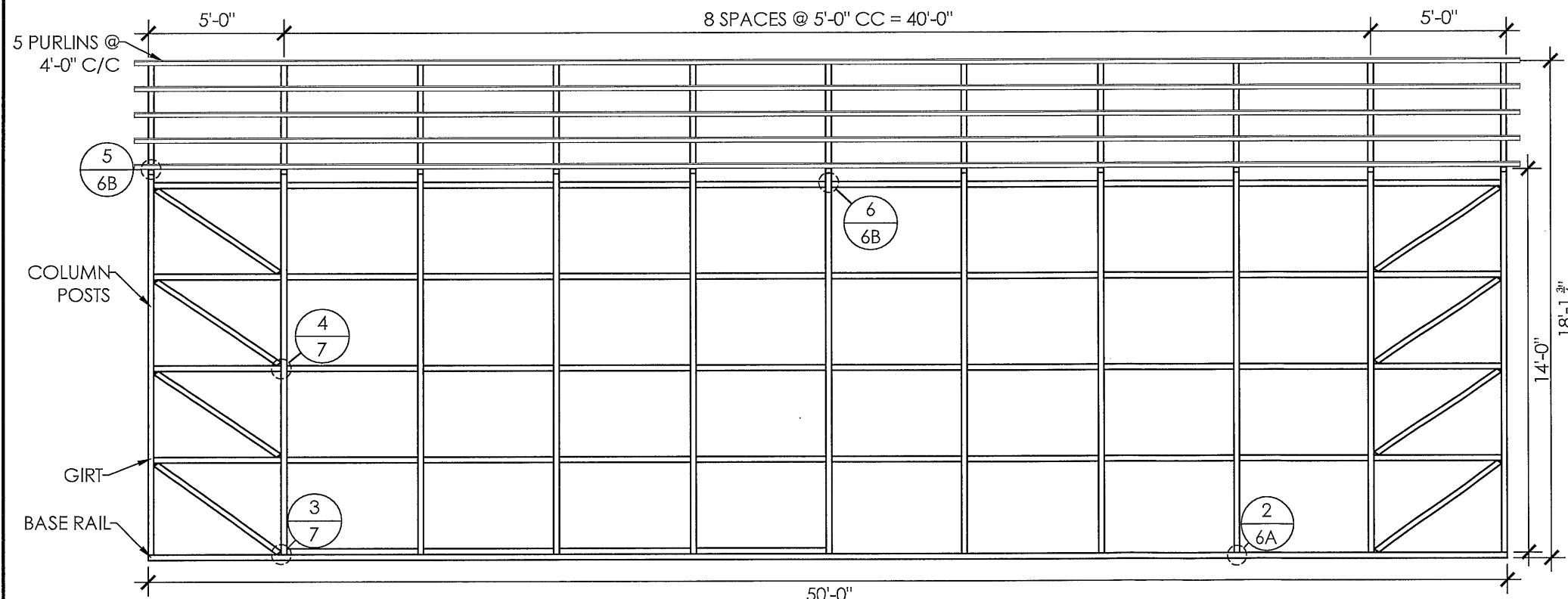
MEMBER PROPERTIES	
CORNER POST	2 1/2" SQ. X 14GA TUBE
SIDE WALL POST	(2) 2 1/2" SQ. X 14GA TUBE - STITCH WELDED
BASE RAIL	2 1/2" SQ. X 14GA TUBE
CONNECTOR SLEEVE	2 1/4" SQ. X 12GA TUBE
PURLINS	4" X 1" X 14GA HAT CHANNEL
GIRTS	2 1/2" SQ. X 14GA TUBE
DOOR POST	2 1/2" SQ. X 14GA TUBE
DOUBLE DOOR POST	(2) 2 1/2" SQ. X 14GA TUBE
DOUBLE HEADER	(2) 2 1/2" SQ. X 14GA TUBE - STITCH WELDED
DIAGONAL BRACES	2" SQ. X 12GA TUBE

LOCATION: 385 PARADISE RD
 SALINAS, CA 93907
 PROJECT TITLE: JOHN PETRI



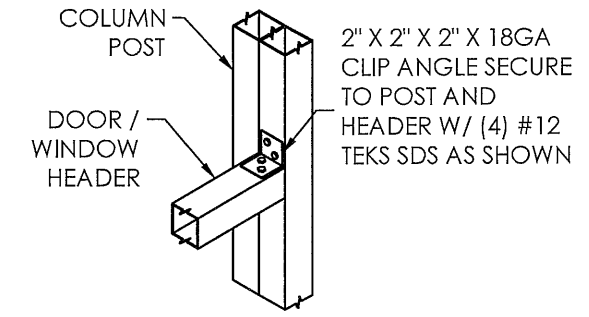
RIGHT SIDE WALL FRAMING

SCALE: 3/16" : 1'

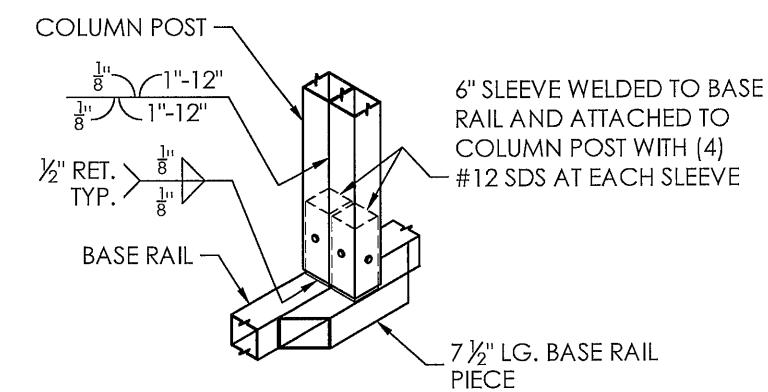


LEFT SIDE WALL FRAMING

SCALE: 3/16" : 1'



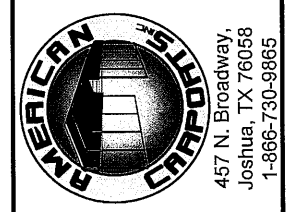
1 WINDOW/DOOR DETAIL
SCALE: 3/4" : 1'



2 COLUMN-BASE DETAIL
SCALE: 3/4" : 1'

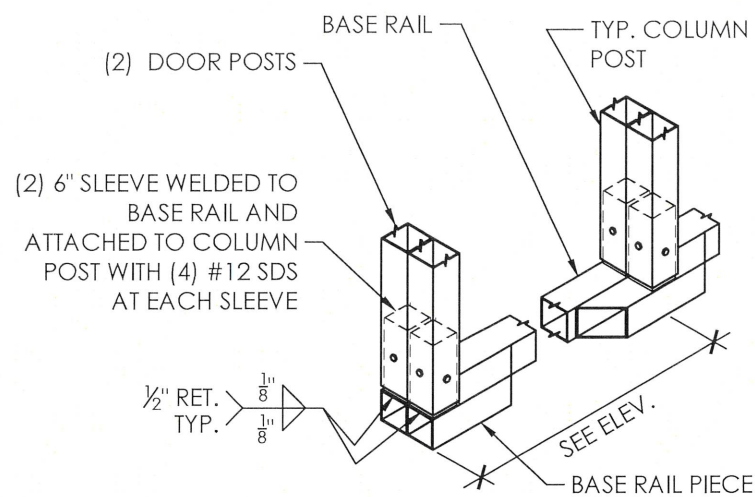
SHEET TITLE:

METAL BUILDING MANUFACTURER

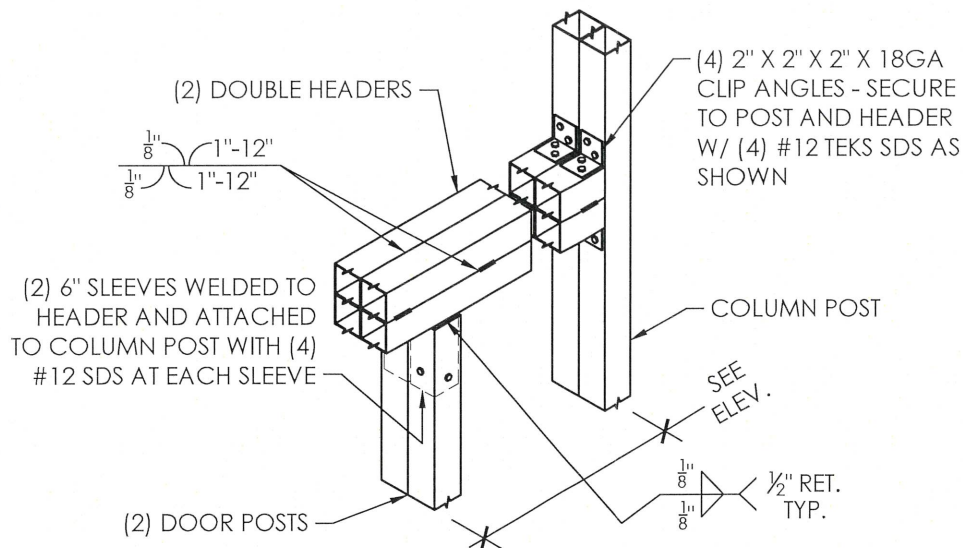


EXPIRES: 12/31/2024

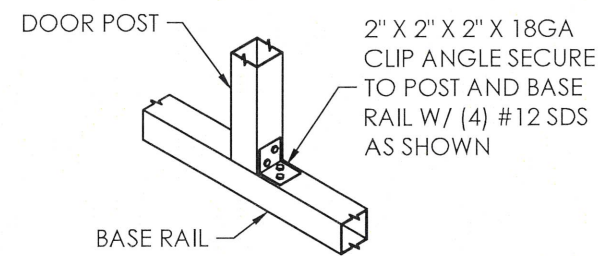
SIGNED: MAR 15 2023



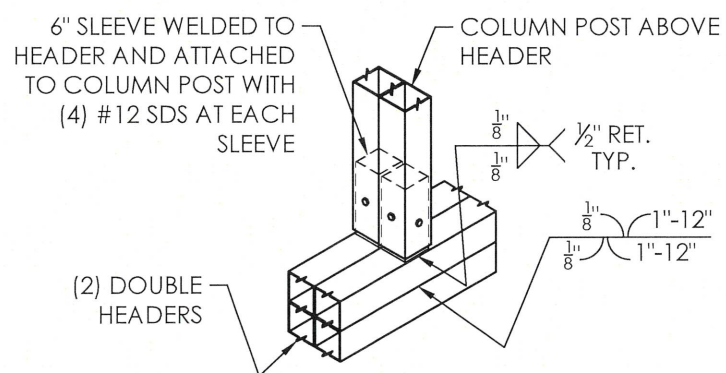
1 DOOR BASE DETAIL
 SCALE: 3/4" : 1'



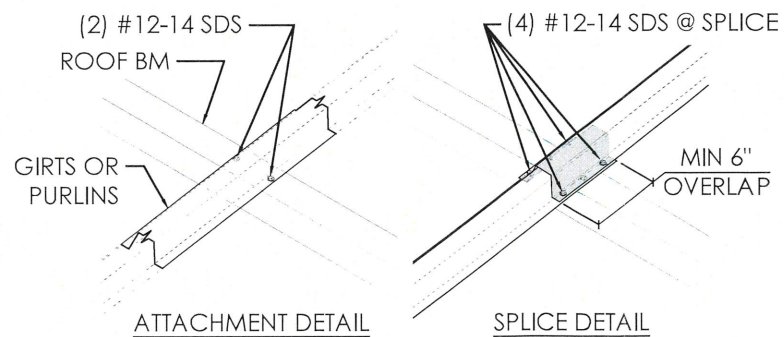
2 DOOR HEADER DETAIL
 SCALE: 3/4" : 1'



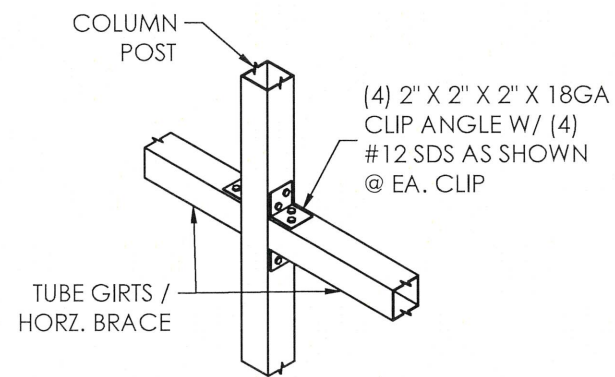
3 DOOR DETAIL
 SCALE: 3/4" : 1'



4 ABOVE HEADER DETAIL
 SCALE: 3/4" : 1'



5 PURLIN DETAIL
 SCALE: 3/4" : 1'



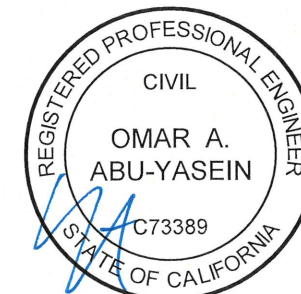
6 GIRT DETAIL
 SCALE: 3/4" : 1'

SHEET TITLE: **SIDE WALL FRAMING DETAILS**

LOCATION: 385 PARADISE RD
 SALINAS, CA 93907

PROJECT TITLE: JOHN PEIRI

METAL BUILDING MANUFACTURER



EXPIRES: 12/31/2024
 SIGNED: MAR 15 2023

MEMBER PROPERTIES	
CORNER POST	2 1/2" SQ. X 14GA TUBE
ROOF MEMBER	2 1/2" SQ. X 14GA TUBE
BASE RAIL	2 1/2" SQ. X 14GA TUBE
GIRTS	2 1/2" SQ. X 14GA TUBE
END WALL POSTS	(2) 2 1/2" SQ. X 14GA TUBE - STITCH WELDED
DIAGONAL BRACES	2" SQ. X 12GA TUBE

SHEET TITLE: END WALL FRAMING & DETAILS

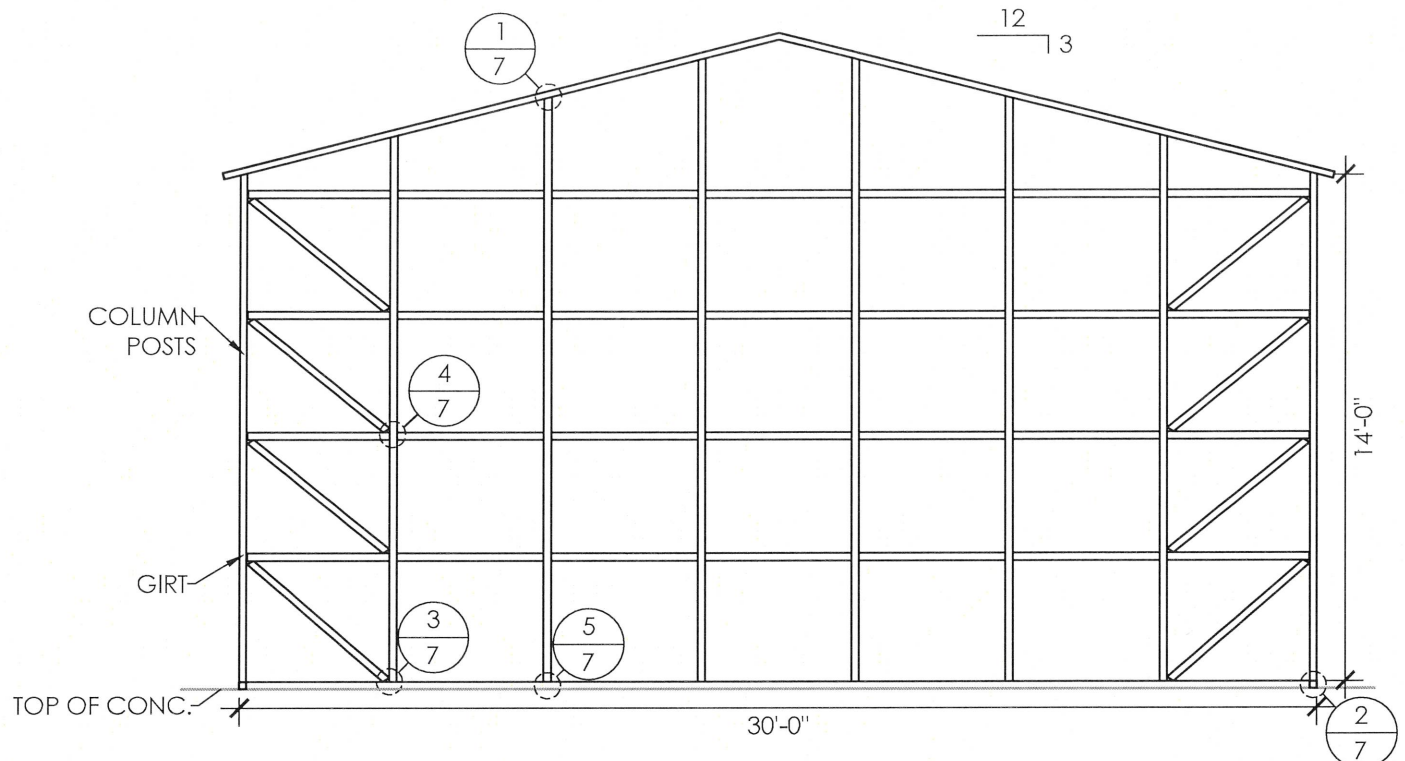
LOCATION: 385 PARADISE RD
SALINAS, CA 93907

PROJECT TITLE: JOHN PETRI

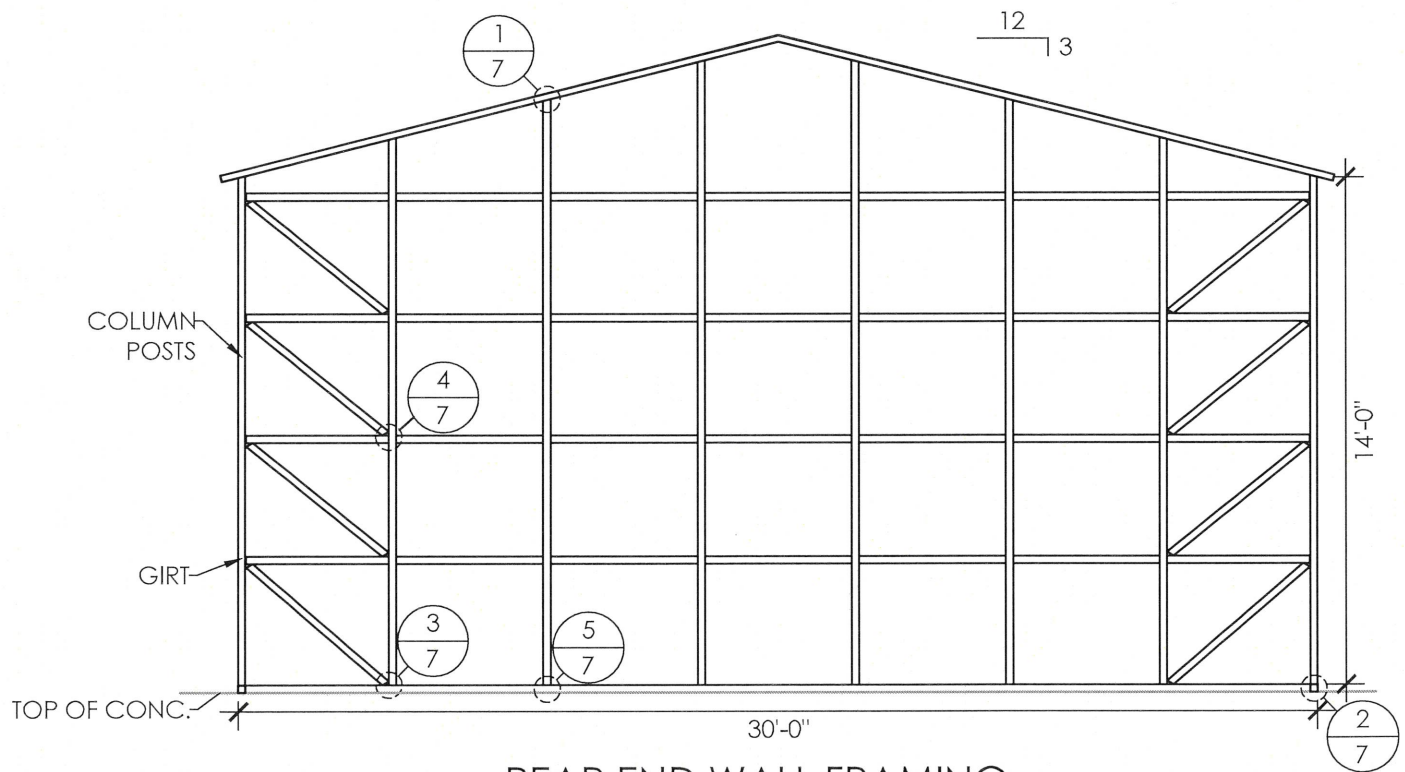
METAL BUILDING MANUFACTURER



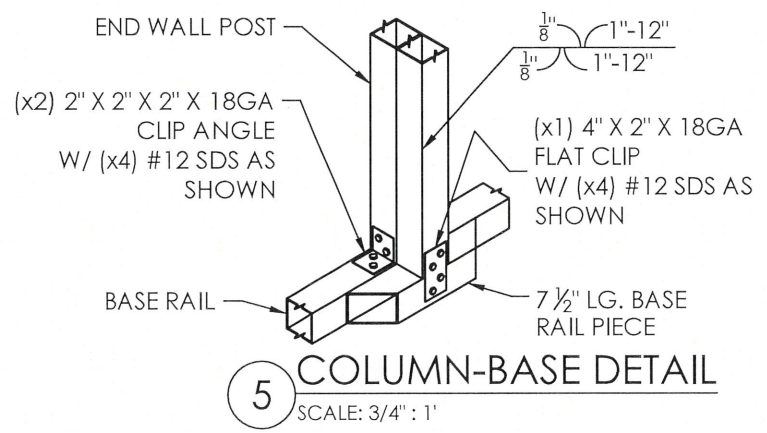
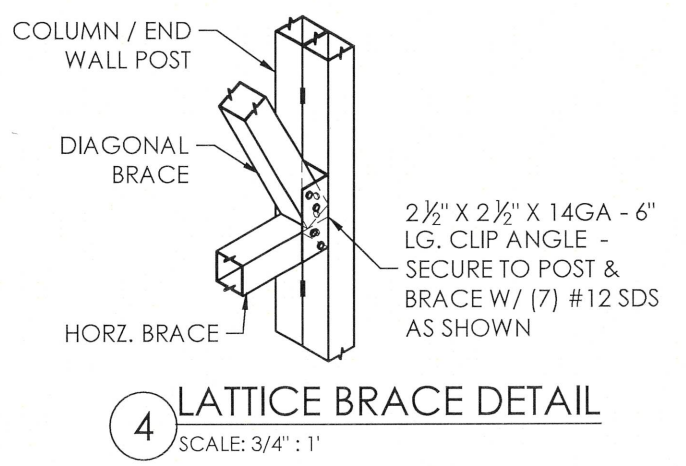
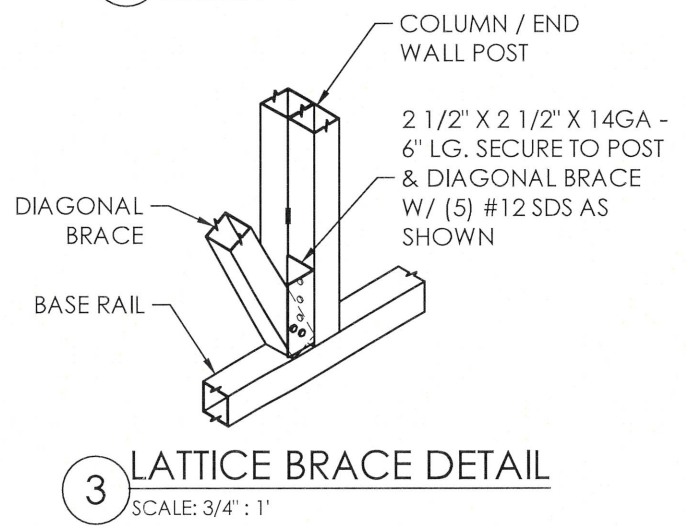
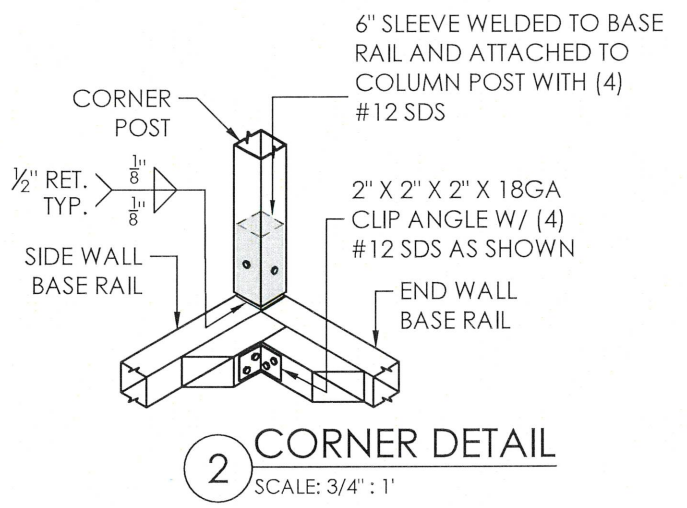
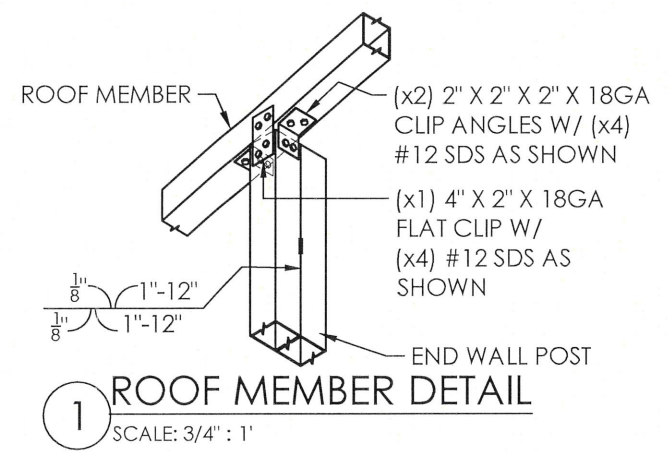
EXPIRES: 12/31/2024
SIGNED: MAR 15 2023



FRONT END WALL FRAMING
SCALE: 3/16" : 1'



REAR END WALL FRAMING
SCALE: 3/16" : 1'



SITE PLAN

385 Paradise Rd

Salinas, CA 93907

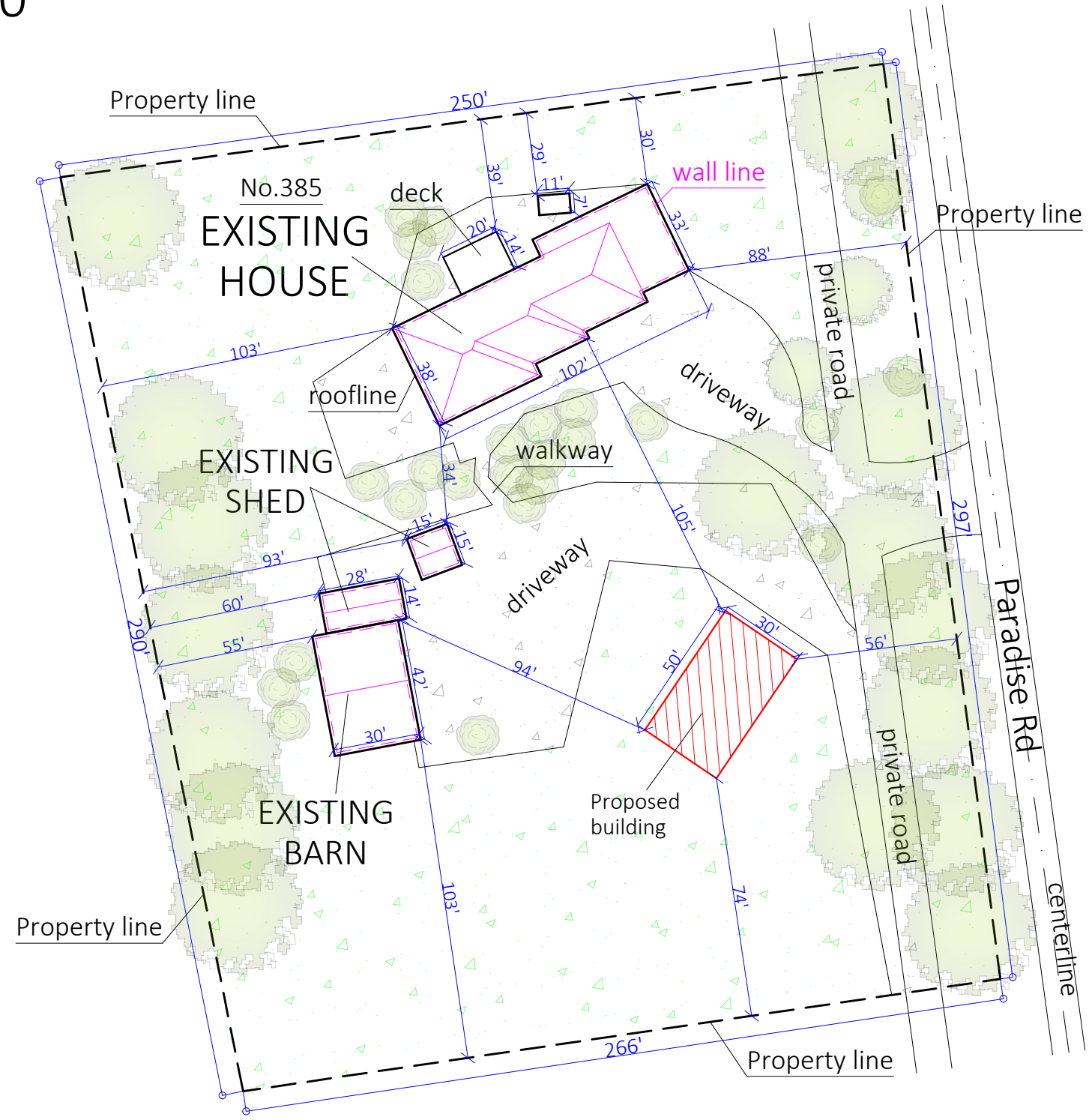
Parcel ID: 129-101-052-000

Lot area: 1.83 Acres

Paper Size: 11"x17"



scale 1"=50'





Powerbilt Steel Buildings Inc

1559 Laskin Rd, Virginia Beach
Virginia 23451
sales@garagebuildings.com
(888) 234-0475

Sales: Edward Williams Jr

1559 Laskin Rd, Virginia Beach
Virginia 23451
edward@powerbiltsteel.com
(757) 271-4264

Building Quote
QTE-096833

Date
02/20/2023

Total
\$28,756.37

CUSTOMER DETAILS

John Petri

Billing Address

Salinas, Monterey, California 93907

Shipping Address

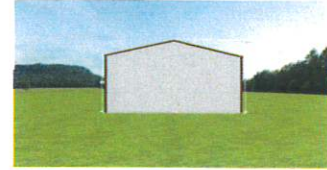
Salinas, Monterey, California 93907

johnpetri@att.net

(831) 235-3908

Triple Wide Carports - 30 x 50 x 14

- Roof Color: Earth Brown
- Trim Color: Earth Brown
- Sides/Ends Color: Galvalume
- Wainscot Color: NA



Ready for Installation? Yes Jobsite Level? Yes Permit Required? Customer To Verify Inside City Limit? Yes Electricity Available? Yes Installation Surface? Concrete

Building Dimension: **30'W x50'L x14'H** Roof Style: **A-Frame Vertical** Gauge: **14 Gauge** Wind/Snow Rating: **130 MPH + 30 PSF Certified Certification** Distance on Center: **5 Feet**

30X50' A-Frame Vertical Roof	1	\$13,145.00
14' Height	1	\$3,560.00
130 MPH + 30 PSF Certified Certification	1	\$0.00
3/12' Roof Pitch	1	\$0.00
Front Wall Closed Horizontal	1	\$2,070.00
Back Wall Closed Horizontal	1	\$2,070.00
Left Closed Horizontal	1	\$1,412.50
Right Closed Horizontal	1	\$1,412.50
10x10ft Garage Door on Right Wall	1	\$1,705.00
10x10ft Garage Door on Right Wall	1	\$1,705.00
36x80in Walk-in Door on Right Wall	1	\$380.00
Roof Only Insulation Type Double Bubble	1	\$2,800.00
Dealer Discount	1	\$1,225.53
Manufacturer Discount	1	\$3,026.00
Inside City Limit : Yes		
Installation Ready : Yes		
Installation Surface Leveled : Yes		
Electricity : Yes		
Permit Required : Customer To Verify		

NOTES

Sub Total: **\$27,234.00**
Sales Tax (9.25%) **\$2,519.14**
Additional Charges **\$0.00**

Grand Total \$28,756.37

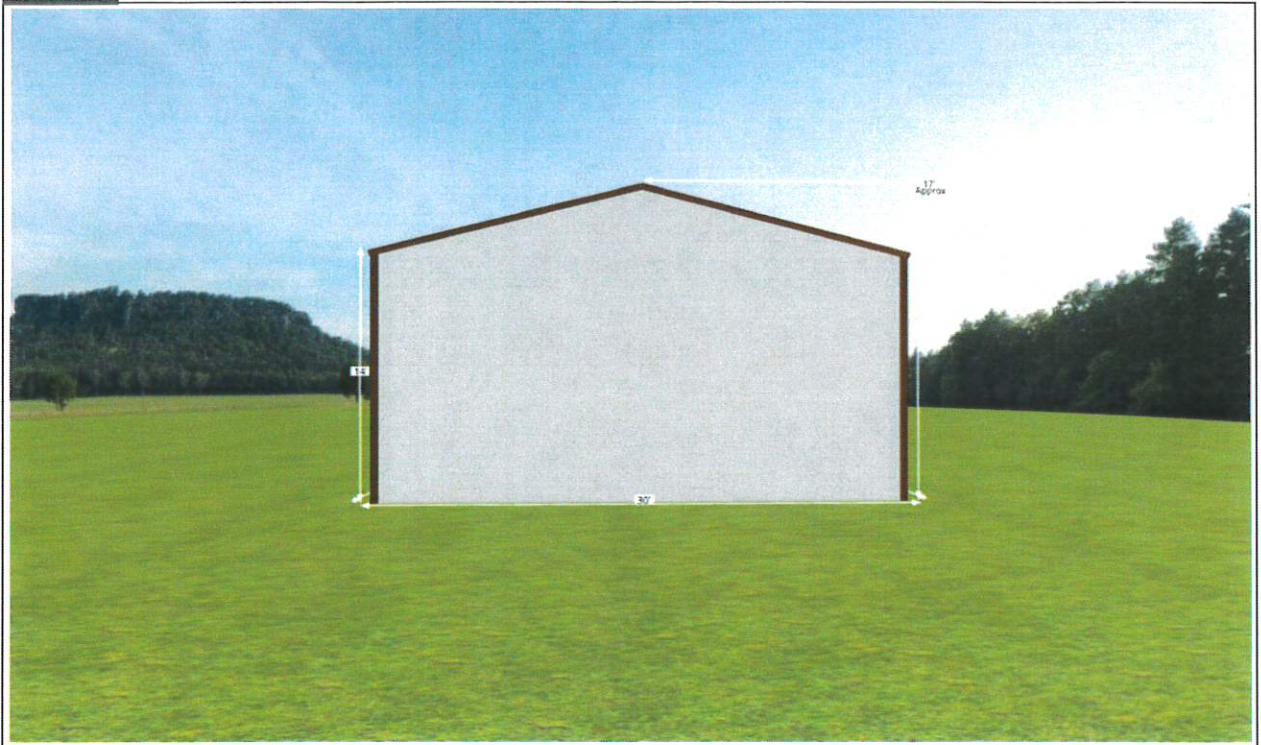
Pay Now

Downpayment \$2,973.95

Balance Due

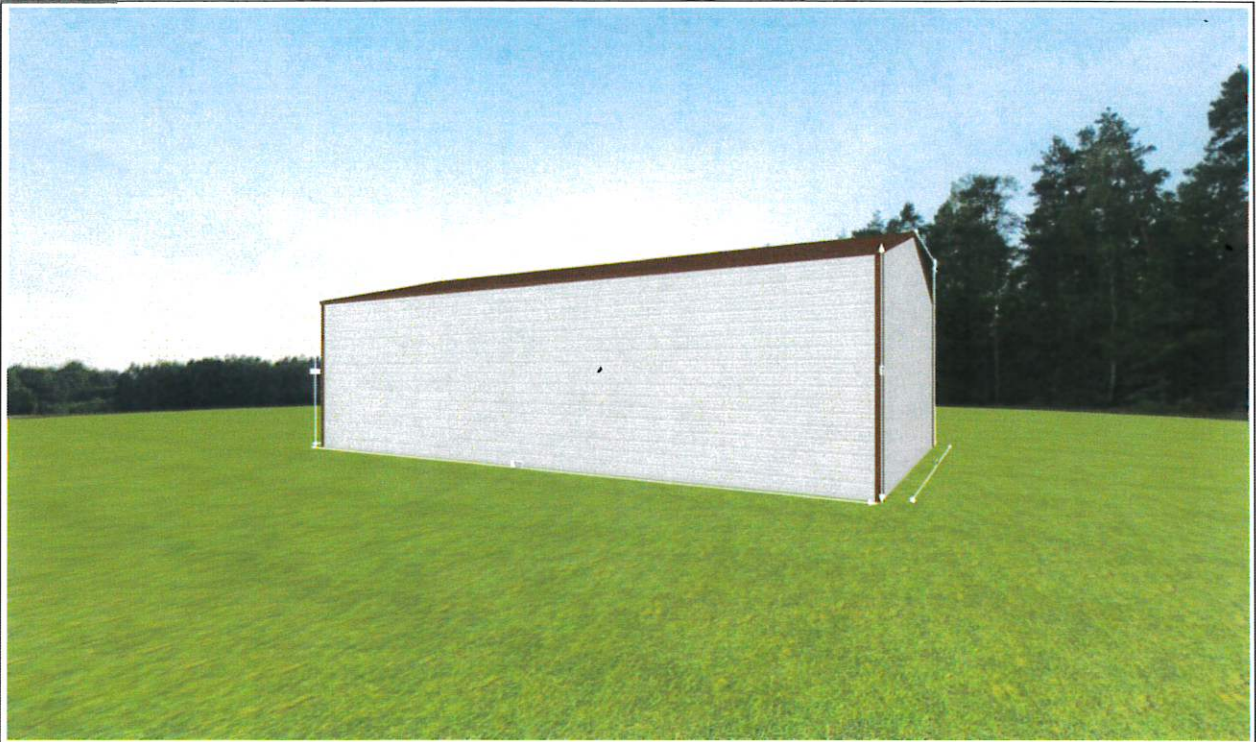
Upon Installation \$25,782.42

BUILDING VIEW



FRONT

BUILDING VIEW



LEFT

BUILDING VIEW

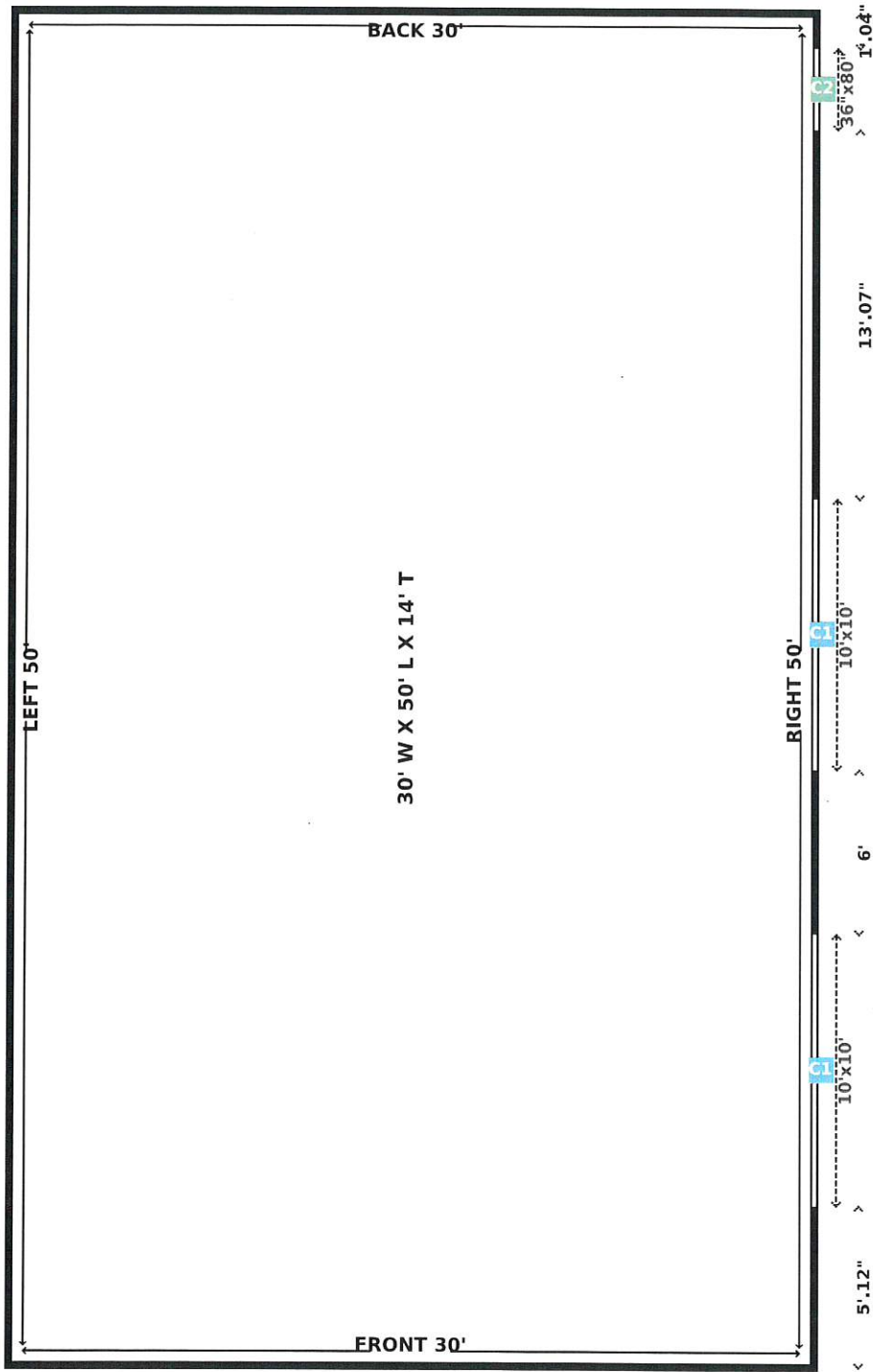


BACK

BUILDING VIEW



RIGHT



LEGENDS

- C1 Garage Door C2 Garage Door Frameout C3 Walk in Door C4 Walk in Door Frameout C5 Windows C6 Windows Frameout C7 Open Wall
- C8 Close Wall C9 Distance C10 Storage Length (Utility) C Cupola

TERMS & CONDITIONS

Terms And Conditions Of Service

Please inform installers of any underground cables, gas lines, or any other utility lines. If utilities are not marked, we will not be liable for damage. **We will not be responsible for permits or restrictions. LOT MUST BE LEVEL.** If land is not level or additions are to be made to carport, a labor charge and any additional material costs will be added to the balance. POWERBILT BUILDINGS WILL ABSOLUTELY NOT BE RESPONSIBLE FOR REFUNDS OF THE CUSTOMER'S DEPOSIT. POWERBILT BUILDINGS IS NOT LIABLE FOR ANY DAMAGES AS A RESULT FROM INCREMENT WEATHER. IF YOU ARE TAX EXEMPT, A TAX EXEMPT CERTIFICATE MUST BE ATTACHED TO YOUR ORIGINAL ORDER(S). OTHERWISE, APPLICABLE TAX WILL BE ADDED. NO EXCEPTIONS Our ground anchors are temporary only. For permanent anchors ask your Sales Representative. I have read the terms and conditions of this contract; by signing this contract, I agree to all conditions set forth herein and should I fail to make payment in full at time of delivery I understand and agree to allow Powerbilt Buildings to pick up the carport and I will be liable for all applicable charges and fees associated with the initial setup and delivery as well as any legal fees incurred by Powerbilt Buildings. POWERBILT BUILDINGS RESERVES THE RIGHT TO CANCEL ANY ORDERS. NOTE: Frame is 1 ft. shorter than roof length on regular/standard roof styles. A-Frame Vertical & A-frame Boxed Eave buildings have no overhang and are 1 ft. shorter than Regular/Standard Roof styles. **NOTE: If you need a special drawing for your building there will be a Non-Refundable additional charge NOTE: There is no refund on deposits on cancelled orders; deposits are forfeited.**

If accepted below by Powerbilt Buildings (Seller) at its office in Virginia Beach VA this order becomes a contract between Seller and the Buyer named below as follows: subject to the terms above and SUBJECT TO THE TERMS AND CONDITIONS ON PAGE 2. Seller and Buyer agree that the Seller will sell to Buyer the metal building (Unit) described above and install it at the address stated above and the Buyer will obtain all required permits, prepare the site for installation, purchase the Unit and pay the price as stated above. If accepted below by Powerbilt Buildings (Seller) at its office in Virginia Beach VA this order becomes a contract between Seller and the Buyer named below as follows: subject to the terms above and SUBJECT TO THE TERMS AND CONDITIONS ON PAGE 2. Seller and Buyer agree that the Seller will sell to Buyer the metal building (Unit) described above and install it at the address stated above and the Buyer will obtain all required permits, prepare the site for installation, purchase the Unit and pay the price as stated above.

IMPORTANT: **A lift may be required on certain structures 13' or taller. The customer will be responsible for providing such lift if needed**

The Dealer named on the face of this Tubular Steel Building Order is NOT an agent of Seller for any purpose except receipt of the Deposit. No representation or agreement by the Dealer is binding on Seller.

Rejection of Order and Cancellation of Contract.

Seller reserves the right, at any time before installation of the Unit, to reject this Order or cancel this contract by notice in writing to Buyer. Upon giving such notice, Seller will refund any deposit received from Buyer. Buyer agrees that such refund shall be Buyer's exclusive remedy for such cancellation.

Legal Authority for Installation.

Before installation of the Unit, Buyer shall locate and mark any underground utilities and obtain every permit or other authorization required for lawful erection of the Unit on that certain site (the "Site") designated by Buyer upon the property specified on the face hereof. If Buyer fails to obtain any such required permit or authorization: (i) such failure voids any and all warranties otherwise applicable to the Unit, and (ii) Buyer shall indemnify and hold Seller harmless for all damages or costs, including attorney fees, which Seller may incur as a result thereof. Seller will install the Unit on the Site; BUT, if Seller delivers the unassembled Unit and installation is not completed due to Buyer's breach by failure to obtain any required permit or by any other failure adequately to prepare the site, Seller may, in its sole discretion, terminate this contract and retain Buyer's deposit as liquidated damage for Buyer's breach. Dimensions are approximate.

Site Preparation.

Before delivery, Buyer shall designate a site on the property identified as the Location on the face hereof and prepare such site for installation of the Unit, which preparation shall include making the site level moving all electrical wire less than 50 feet above the intended height of the Unit, removing all underground utilities below the site, and any other improvement reasonably necessary. If Seller determines that the site is not prepared or suitable for installation, Seller may, at its option, terminate this contract or make such further improvements as may be reasonably necessary. If Seller makes further improvements to the site, Buyer agrees to pay the reasonable cost thereof upon completion.

Scheduling Delivery and Installation.

Seller will make a good faith effort to deliver and install the Unit within 120 days after Seller's acceptance of this Contract, and will notify Buyer at least 24 hours before delivery. Seller is not responsible for delays in delivery or installation due to inclement weather conditions or closures and/or delays caused by COVID-19. Rural areas may experience a longer than average delivery and install time due to the remoteness of location. Seller will make every effort to deliver and install in a timely manner. Buyer may, by written notice received by Seller not more than 7 days Seller's acceptance hereon, delay the delivery and installation for up to 120 days. In no event will Seller be liable for any damage or consequential damages resulting from any delay in delivery or installation of the Unit. **IMPORTANT: ON ANY ORDER \$15,000 AND HIGHER, IT IS AT THE SOLE DISCRETION OF OUR MANUFACTURING PARTNER TO COLLECT 50% OF THE COD BALANCE PRIOR TO DELIVERY.**

Winter Weather:

Orders placed between October First and March thirty-first strictly adhere to these terms: If a building is ordered after September, Powerbilt Steel Buildings INC 120 Day delivery window does not apply. The 120 Day delivery window only applies from the first day of April through the last day of September. If a building is ordered during the months of October through the end of March. The buyer understands and agrees that delivery times cannot be guaranteed during the time frames mentioned due to winter weather conditions. Refunds will not be issued for buildings that cannot be delivered due to poor winter weather conditions, frozen ground, or unforeseen circumstances. In the event a scheduled delivery is cancelled or re-scheduled due to winter weather conditions or frozen ground conditions, a new date will be supplied to you for a future installation based on available times and weather conditions permitting. Refund requests from October Through March are at the sole discretion of Powerbilt Steel Buildings INC and should be considered NON-REFUNDABLE.

NOTE: ORDERS PLACED ON HOLD BY THE BUYER ARE SUBJECT TO THE CURRENT PRICING AT THE TIME THE ORDER IS TAKEN OFF HOLD.

Anchor

All units are secured with anchors which pass through the base rail of the frame and into the ground, concrete, asphalt, etc. As the base rail is only affixed to the ground etc. with anchors, Buyer understands and agrees that he/she may experience water leakage underneath base rail.

Certified/uncertified Units

All units sold are noncertified unless otherwise noted on purchase agreement. If buyer is uncertain of the difference between certified and noncertified units please contact sales representative and they will explain the differences and benefits. All Snow loads stated are a ground snow load.

Change Orders.

No change in the Unit or its specifications is binding on Seller unless requested by Buyer's written change order and approved in writing by Seller. Any change requested by Buyer constitutes the Buyer's consent to resulting changes in the Price.

Limited -Warranty.

As to all Units, Seller warrants that its installation of the Unit will be free of defects in workmanship, but Buyer must notify Seller of any such defect within thirty (30) days after installation. As to 12-gauge Units and 12-gauge Certified Units only, which may contain some 14 -Gauge non-loadbearing elements, Seller warrants the framing elements and roofing material only against rust-through for twenty (20) years from installation, assuming normal user care and maintenance. As to 12-gauge Certified Units only, Seller warrants that, for twenty (20) years from installation, assuming normal user care and maintenance, the Unit will withstand the wind and snow loads specified on the engineer-certified drawing of the Unit furnished at the time of installation. Any alteration or Abuse of the unit shall void all such limited warranties.

SELLER'S LIABILITY FOR ANY BREACH OF WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT, AT SELLER'S OPTION, OF THE UNIT.

SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY STATED HEREIN. SELLER MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE TO ANY OTHER PROPERTY.

Payment Terms & Miscellaneous.

Buyer agrees to pay the Price, including any increase for any Change Order, in full at the time of installation. If any payment tendered by Buyer is dishonored for any reason, Buyer agrees that the balance due shall thereafter bear interest at one and one-half percent (1.5%) per month. If Seller refers collection hereunder to an attorney, Buyer agrees to pay Seller's reasonable attorney fees and expenses. This Agreement is governed by the laws of Virginia. No civil action or other legal proceeding arising under this Agreement or related the Unit shall be brought against Seller other than in a court of general jurisdiction in the State of VA or more than one (1) year after Buyer knew or should have known of the basis of the legal claim. The term "Buyer" includes persons named as such on the face hereof, their heirs, successors and assigns, and shall include singular, masculine, feminine or neuter as required by the context. This Agreement, including only the face and reverse hereof and an engineer-certified drawing of the Unit, if such drawing is furnished by Seller, constitutes the complete agreement of the parties, and all prior descriptions, representations, negotiations or agreements are merged herein and superseded hereby.

Upon acceptance hereof, this order and such acceptance shall have been deemed to be a contract embodying all oral and written understandings and agreements between the Buyer and the Seller relative to this sale. This Purchase Order upon acceptance by the Seller, shall be binding and may not be rescinded by the Buyer for any reason. The deposit received herein by Seller shall be held by Seller as security for the completion of the contract. Upon receipt of the balance of the purchase price, the said deposit shall be applied to the purchase price herein. Should the Buyer breach or unilaterally rescind or cancel this contract, the deposit herein shall be forfeited to the Seller and applied toward the claim for damages The Seller shall not be bound by any condition, definition: representation or warranty other than as expressly set forth herein or incorporated herein by express applicable state legislation. The contract shall be incorporated in accordance with the laws of the Commonwealth of Virginia and presumed to have been consummated in Virginia, inasmuch as it has been herein above agreed that the delivery hereunder is at the Sellers place of business in Virginia. It is further agreed that in the event of litigation instituted by any party, the venue shall be in the City of Virginia Beach, Virginia, inasmuch as the contract was consummated in Virginia Beach, Virginia regardless of the contract of either party in said county. Buyer hereby waives any objection it may have to the laying of venue in such court.

Permits:

It shall be the sole responsibility of the Buyer to investigate and ascertain the applicable zoning and building codes in the area or territory in which the building is to be erected in order to satisfy himself that the building conforms to all applicable zoning laws, rules, regulations, ordinances and building codes in said area. In the event that the Buyer fails to comply with such zoning laws, rules, regulations, ordinances and building codes in the said area in erecting the building, the Seller shall not be liable for any damages or losses of any nature or kind, whether direct or indirect, sustained by such failure.

At time of installation, should the site be determined obstructed or inaccessible due to permanent or temporary structures, Buyer will pay any and all consequential damages. Including but not limited to return trip fees prior to reinstallation. Buyer agrees to pay minimum of \$250.00 return trip for unsuitable site conditions.

1. Electronic Signature Agreement.

By selecting the "Submit" button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting "Submit" you consent to be legally bound by this Agreement's terms and conditions. You further agree that your use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide Powerbilt Steel Buildings Inc, or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes your signature (hereafter referred to as "E-Signature"), acceptance and agreement as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of your E-Signature or any resulting contract between you and Powerbilt Steel Buildings INC. You also represent that you are authorized to enter into this Agreement for all persons who own or are authorized to access any of your accounts and that such persons will be bound by the terms of this Agreement. You further agree that each use of your E-Signature

In signing this form by Powerbilt Steel Buildings Inc constitutes your agreement to be bound by the terms and conditions of the this agreement as they exist on the date of your E-Signature.

Charge Card Authorization

By Digitally Signing, providing a written signature, or any other form of acceptance to this agreement presented, I hereby authorize Powerbilt Steel Buildings and its direct subsidiaries to initiate an immediate Single-Entry credit card charge in the amount disclosed. I understand that this deposit is for order entry and to begin processing drawings and that the fee charged is NON-REFUNDABLE.

Payments By Check Or Other Payment Types

This is an agreement for direct payments by check or payment types not covered under the "Charge Card Authorization" Section. I understand that this deposit is for order entry and to begin processing drawings and is NON-REFUNDABLE. I understand and authorize this charge to occur immediately in the amount disclosed.

Additional Terms

Please Inform installers of any underground cables, gas lines, or any other utility lines. If utilities are not marked, we will not be liable for damage. We will not be responsible for permits or restrictions. LOT MUST BE LEVEL. If land is not level or additions are to be made to carport, a service charge and any additional material costs will be added to the balance. POWERBILT BUILDINGS WILL ABSOLUTELY NOT BE RESPONSIBLE FOR REFUNDS OF THE CUSTOMER'S DEPOSIT. POWERBILT BUILDINGS IS NOT LIABLE FOR ANY DAMAGES AS A RESULT FROM INCLEMENT WEATHER. IF YOU ARE TAX EXEMPT, A TAX EXEMPT CERTIFICATE MUST BE ATTACHED TO YOUR ORIGINAL ORDER(S). OTHERWISE, APPLICABLE TAX WILL BE ADDED. NO EXCEPTIONS Our ground anchors are temporary only. For permanent anchors ask your Sales Representative. I have read the terms and conditions of this contract; by signing this contract, I agree to all conditions set forth herein and should I fail to make payment in full at time of delivery I understand and agree to allow Powerbilt Buildings to pick up the carport and I will be liable for all applicable charges and fees associated with the initial setup and delivery as well as any legal fees incurred by Powerbilt Buildings. POWERBILT BUILDINGS RESERVES THE RIGHT TO CANCEL ANY ORDERS. NOTE: Frame is 1 ft. shorter than roof length on horizontal metal. Vertical buildings have no overhang and are 1 ft. shorter than horizontal. NOTE: If you need a special drawing for your building there will be a Non-Refundable additional charge. NOTE: There is no refund on deposits on cancelled orders. If accepted below by Powerbilt Buildings (Seller) at its office in Virginia Beach VA this order becomes a contract between Seller and the Buyer named below as follows: subject to the terms above and SUBJECT TO THE TERMS AND CONDITIONS listed here. Seller and Buyer agree that the Seller will sell to Buyer the metal building (Unit) described above and install it at the address stated above and the Buyer will obtain all required permits, prepare the site for installation, purchase the Unit and pay the price as stated above. If accepted below by Powerbilt Buildings (Seller) at its office in Virginia Beach VA this order becomes a contract between Seller and the Buyer named below as follows: subject to the terms above and SUBJECT TO THE TERMS AND CONDITIONS ON PAGE 2. Seller and Buyer agree that the Seller will sell to Buyer the metal building (Unit) described above and install it at the address stated above and the Buyer will obtain all required permits, prepare the site for installation, purchase the Unit and pay the price as stated above. I also agree that these conditions can change at any time without notice and at Powerbilt Steel Buildings discretion. If accepted below by Powerbilt Buildings (Seller) at its office in Virginia Beach VA this order becomes a contract between Seller and the Buyer named below as follows: subject to the terms above and SUBJECT TO THE TERMS AND CONDITIONS listed here. Seller and Buyer agree that the Seller will sell to Buyer the metal building (Unit) described above and install it at the address stated above and the Buyer will obtain all required permits, prepare the site for installation, purchase the Unit and pay the price as stated above. If accepted below by Powerbilt Buildings (Seller) at its office in Virginia Beach VA this order becomes a contract between Seller and the Buyer named below as follows: subject to the terms above and SUBJECT TO THE TERMS AND CONDITIONS ON PAGE 2. Seller and Buyer agree that the Seller will sell to Buyer the metal building (Unit) described above and install it at the address stated above and the Buyer will obtain all required permits, prepare the site for installation, purchase the Unit and pay the price as stated above. I also agree that these conditions can change at any time without notice and at Powerbilt Steel Buildings discretion.

By Digitally Signing or Providing a Signature below you are stating :

"I HAVE READ AND AGREED TO ALL TERMS AND CONDITIONS STATED ABOVE AS RELATING TO THE PURCHASE OF SAID STRUCTURE FROM POWERBILT STEEL BUILDINGS, INC."

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