

**MEMORANDUM OF AGREEMENT
FOR COMPLIANCE WITH INTERNATIONAL BUILDING CODE SECTION 705**

This MEMORANDUM OF AGREEMENT FOR COMPLIANCE WITH INTERNATIONAL BUILDING CODE SECTION 705 ("Agreement") is made this ____ day of _____, 2021 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and the Joseph B. & Carolyn R. Chandler Trust 3/20/20, a trust organized under the laws of the State of Idaho ("Owner") (collectively, "Parties").

WHEREAS, Owner is constructing a building on 650 W. Franklin Road, in Meridian Idaho, Ada County parcel no. S1212438485, legally described as PAR #8485 OF SW4SE4 SEC 12 3N 1W ("Benefited Property"), which real property is owned by Owner;

WHEREAS, Owner also owns the adjacent real property, to the north of the Benefited Property, at 658 W. Franklin Road, in Meridian Idaho, Ada County parcel no. S1212438486, legally described as PAR #8486 OF SW4SE4 SEC 12 3N 1W ("Burdened Property");

WHEREAS, the north wall of the building under construction on Benefited Property ("Building") is 2.15 feet from the northern boundary of the Benefited Property, and such wall is an exterior wall designed and constructed with combustible projections and openings;

WHEREAS, by ordinance codified at Meridian City Code section 10-1-1(A), City has adopted the 2018 International Building Code ("IBC"), as amended;

WHEREAS, IBC section 705, attached hereto as *Exhibit A*, requires, *inter alia*, that an exterior wall designed and constructed with combustible projections and openings must either meet the fire resistance rating, area, protection, and vertical separation specifications of IBC section 705, or be at least 20 feet from the northern boundary of the Benefited Property;

WHEREAS, for the purpose of facilitating the continued and complete construction of the Building in compliance with the IBC, and rather than requiring Owner to bring the north wall of the Building into compliance with the fire resistance rating, area, protection, and vertical separation specifications of IBC section 705, City is willing to allow Owner to burden the Burdened Property with a no build easement, 20 feet wide, on the south boundary of the Burdened Property, which easement will be recorded against the Burdened Property;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

- I. Owner to prepare legal description.** At Owner's sole expense, Owner shall survey and deliver to City, by 5:00 p.m. on August 30, 2021, a legal description of the area to comprise the no build easement, which legal description shall include a metes and bounds description of the south twenty feet (20') of the Burdened Property, across the full southern boundary of the Burdened Property, from the western boundary to the eastern boundary of the Burdened Property.
- II. City to prepare no build easement.** Within seven (7) days of Owner's delivery of the legal description of the no build easement area, at City's sole expense, City shall prepare and deliver to Owner for Owner's negotiation and signature, a no build easement agreement, the terms of which shall include, *inter alia*, A) a permanently encumbrance of the south twenty feet (20') of Burdened Property, across the full southern boundary thereof, from west to east; and B) a condition that no building shall ever be constructed within the easement unless and until the Building is demolished or the north exterior wall of the Building is altered to comply with the IBC, including, without limitation, IBC section 705. Within seven (7) days of City's delivery of the proposed no build easement agreement, Owner shall negotiate and sign the no build easement agreement.
- III. City to record no build easement.** Upon approval of the Meridian City Council and execution by the Mayor, City shall record the no build easement against both the Benefited Property and the Burdened Property, and shall submit proof of such recording to Owner.
- IV. Release.** In consideration of, and in reliance on, City's assurances, the terms and conditions of this Agreement, and the conditions precedent as set forth in this Agreement, Owner, for itself and its affiliates, successors, and assigns, by its execution of this Agreement, hereby fully, completely, and forever releases, remises, and discharges, and agrees to reimburse, defend, indemnify, and hold harmless City and its officers and employees, from any and all claims, actions, causes of action, lawsuits, demands, damages, injuries, losses, costs, and liabilities whatsoever, whether currently known, unknown, or which may arise in the future, resulting from, arising out of, or in any way connected to the City's issuance of permits, approval of plans, or interpretation, application, or enforcement of the International Building Code as adopted and amended by Meridian City Code or other laws, as to the Building and/or any matter related thereto and to this Agreement. The foregoing release is a condition precedent to City entering into this Agreement and shall survive the termination of this Agreement. It is to be interpreted broadly so as to provide City, and its officers and employees, the maximum protection permitted by law.
- V. Stop Work Order removed.** In consideration of, and in reliance on, Owner's assurances and the conditions precedent as set forth in this Agreement, the Meridian Building Official shall remove the Stop Work Order that he posted on the Building on July 26, 2021 due to the IBC section 705 violation presented by the construction of the north wall of the Building. Nothing in this Agreement shall in any way limit the Building Official's authority to enforce this any and all other applicable provisions of the IBC, including such authority or provisions as may relate to the construction project at Benefited Property. Unless and until the no build easement is fully executed and recorded against Burdened Property, nothing in this

Agreement shall in any way limit the Building Official's authority to enter or re-enter a Stop Work Order due to the IBC violation(s) presented by the construction of the north wall of the Building, or by any other condition.

VI. Default. Any failure to perform the terms and conditions of this Agreement, or any portion thereof, shall be a default hereunder. In the event of a default, the non-defaulting party may serve a written notice of default upon the defaulting party by the method set forth herein. Except in case of an imminent or realized threat to the public health, safety, or welfare, the defaulting party shall have five (5) days following delivery of such notice to cure or correct the default before the non-defaulting party may seek any remedy as provided herein. In the event of Owner's default, City may refuse to issue certificate of occupancy, refuse to provide water service to Property, and/or any other remedy available to City in law or equity, including under the IBC. Notwithstanding any other provision of this Agreement, this provision shall be binding upon the Parties and upon any and all successors in interest thereof.

VII. Notices. Any notice desired by the Parties or required by this Agreement shall be deemed delivered after deposit in the United States Mail, postage prepaid, addressed as follows:

City:	City of Meridian Attn: Building Official 33 E. Broadway Ave. Meridian, Idaho 83642
Owner:	Joseph B. & Carolyn R. Chandler Trust 3/20/20 Joseph B. Chandler, Trustee 4637 W. Maricopa Drive Eagle ID 83616

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

VIII. Time is of the essence. The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default hereunder by the Party so failing to perform.

IX. Binding upon successors. This Agreement shall be binding upon Owner, any and all owners of Benefited Property, any and all owners of Burdened Property, any and all subsequent owners of Benefited and/or Burdened Property, and each and every other person acquiring an interest in Benefited Property or Burdened Property. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of Benefited Property or Burdened Property, or any portion thereof, except that any sale or alienation shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

- X. Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any other provision or provisions contained herein.
- XI. Final Agreement.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Owner relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Owner, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.
- XII. Non-waiver.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- XIII. Compliance with laws.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian. The City's ordinances appertaining to the regulation, control, and use of its sewer and water systems, and any prospective amendments to and/or recodifications thereof, are specifically and without limitation incorporated into this Agreement as if set forth fully herein.
- XIV. Warranty of authority.** The undersigned expressly warrants that, to the extent set forth herein, he is duly authorized to act as the representative and agent of the Joseph B. & Carolyn R. Chandler Trust 3/20/20 and each and every trustee and beneficiary thereof. The undersigned further warrants that he is authorized to bind the Joseph B. & Carolyn R. Chandler Trust 3/20/20 and its members to the obligations set forth herein, and to accept the liabilities as established herein on behalf of the Joseph B. & Carolyn R. Chandler Trust 3/20/20 and its trustees and beneficiaries.
- XV. Advice of attorney.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.
- XVI. City Council approval required.** The validity of this Agreement shall be expressly conditioned upon City Council action approving this Agreement. Execution of this Agreement by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Effective Date first written above.

JOSEPH B. & CAROLYN R. TRUST 3/20/20:

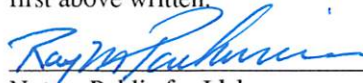

Joseph B. Chandler, Trustee



STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this 2nd day of August, 2021, before the undersigned, a Notary Public in the State of Idaho, personally appeared JOSEPH B. CHANDLER, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



Notary Public for Idaho

Residing at Meridian, Idaho

My Commission Expires: 11/02/2024

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____

Chris Johnson, City Clerk

STATE OF IDAHO)
) ss:
County of Ada)

I HEREBY CERTIFY that on this _____ day of _____, 2021 before the undersigned, personally appeared ROBERT E. SIMISON and CHRIS JOHNSON, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Meridian, who executed the instrument on behalf of the City of Meridian, and acknowledged to me that the City of Meridian executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for Idaho

Residing at _____, Idaho

My Commission Expires: _____

Exhibit A

when compared to the bond strength of the SFRM as applied to clean uncoated 1/8-inch-thick (3.2 mm) steel plate.

704.13.4 Temperature. A minimum ambient and substrate temperature of 40°F (4.44°C) shall be maintained during and for not fewer than 24 hours after the application of the SFRM, unless the manufacturer’s instructions allow otherwise.

704.13.5 Finished condition. The finished condition of SFRM applied to structural members or assemblies shall not, upon complete drying or curing, exhibit cracks, voids, spalls, delamination or any exposure of the substrate. Surface irregularities of SFRM shall be deemed acceptable.

SECTION 705 EXTERIOR WALLS

705.1 General. *Exterior walls* shall comply with this section.

705.2 Projections. Cornices, eave overhangs, exterior balconies and similar projections extending beyond the exterior wall shall conform to the requirements of this section and Section 1405. Exterior egress balconies and exterior exit stairways and ramps shall comply with Sections 1021 and 1027, respectively. Projections shall not extend any closer to the line used to determine the *fire separation distance* than shown in Table 705.2.

Exception: Buildings on the same lot and considered as portions of one building in accordance with Section 705.3 are not required to comply with this section for projections between the buildings.

TABLE 705.2
MINIMUM DISTANCE OF PROJECTION

FIRE SEPARATION DISTANCE-FSD (feet)	MINIMUM DISTANCE FROM LINE USED TO DETERMINE FSD
0 to less than 2	Projections not permitted
2 to less than 3	24 inches
3 to less than 5	24 inches plus 8 inches for every foot of FSD beyond 3 feet or fraction thereof
5 or greater	40 inches

For SI: 1 foot = 304.8 mm; 1 inch = 25.4 mm.

705.2.1 Types I and II construction. Projections from walls of Type I or II construction shall be of noncombustible materials or combustible materials as allowed by Sections 705.2.3.1 and 705.2.4.

705.2.2 Type III, IV or V construction. Projections from walls of Type III, IV or V construction shall be of any *approved* material.

705.2.3 Combustible projections. Combustible projections extending to within 5 feet (1524 mm) of the line used to determine the *fire separation distance* shall be of not less than 1-hour *fire-resistance-rated* construction, heavy timber construction, complying with Section 2304.11, *fire-retardant-treated wood* or as permitted by Section 705.2.3.1.

Exception: Type VB construction shall be allowed for combustible projections in Group R-3 and U occupan-

cies with a *fire separation distance* greater than or equal to 5 feet (1524 mm).

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705.2.3.1 Balconies and similar projections. Balconies and similar projections of combustible construction other than fire-retardant-treated wood shall be fire-resistance rated where required by Table 601 for floor construction or shall be of heavy timber construction in accordance with Section 2304.11. The aggregate length of the projections shall not exceed 50 percent of the building’s perimeter on each floor.

Exceptions:

1. On buildings of Types I and II construction, three stories or less above grade plane, fire-retardant-treated wood shall be permitted for balconies, porches, decks and exterior stairways not used as required exits.
2. Untreated wood and plastic composites that comply with ASTM D7032 and Section 2612 are permitted for pickets, rails and similar guard components that are limited to 42 inches (1067 mm) in height.
3. Balconies and similar projections on buildings of Types III, IV and V construction shall be permitted to be of Type V construction and shall not be required to have a *fire-resistance rating* where sprinkler protection is extended to these areas.
4. Where sprinkler protection is extended to the balcony areas, the aggregate length of the balcony on each floor shall not be limited.

705.2.4 Bay and oriel windows. Bay and oriel windows constructed of combustible materials shall conform to the type of construction required for the building to which they are attached.

Exception: Fire-retardant-treated wood shall be permitted on buildings three stories or less above grade plane of Type I, II, III or IV construction.

705.3 Buildings on the same lot. For the purposes of determining the required wall and opening protection, projections and roof-covering requirements, buildings on the same lot shall be assumed to have an imaginary line between them.

Where a new building is to be erected on the same lot as an existing building, the location of the assumed imaginary line with relation to the existing building shall be such that the *exterior wall* and opening protection of the existing building meet the criteria as set forth in Sections 705.5 and 705.8.

Exceptions:

1. Two or more buildings on the same lot shall be either regulated as separate buildings or shall be considered as portions of one building if the aggregate area of such buildings is within the limits specified in Chapter 5 for a single building. Where the buildings contain different occupancy groups or are of different types of construction, the area shall be that allowed for the most restrictive occupancy or construction.
2. Where an S-2 parking garage of Construction Type I or IIA is erected on the same lot as a Group R-2

building, and there is no *fire separation distance* between these buildings, then the adjoining *exterior walls* between the buildings are permitted to have occupant use openings in accordance with Section 706.8. However, opening protectives in such openings shall only be required in the exterior wall of the S-2 parking garage, not in the exterior wall openings in the R-2 building, and these opening protectives in the exterior wall of the S-2 parking garage shall be not less than 1½-hour *fire protection rating*.

705.4 Materials. *Exterior walls* shall be of materials permitted by the building type of construction.

705.5 Fire-resistance ratings. *Exterior walls* shall be fire-resistance rated in accordance with Tables 601 and 602 and this section. The required *fire-resistance rating* of *exterior walls* with a *fire separation distance* of greater than 10 feet (3048 mm) shall be rated for exposure to fire from the inside. The required *fire-resistance rating* of *exterior walls* with a *fire separation distance* of less than or equal to 10 feet (3048 mm) shall be rated for exposure to fire from both sides.

705.6 Structural stability. *Exterior walls* shall extend to the height required by Section 705.11. Interior structural elements that brace the exterior wall but that are not located within the plane of the exterior wall shall have the minimum *fire-resistance rating* required in Table 601 for that structural element. Structural elements that brace the exterior wall but are located outside of the exterior wall or within the plane of the exterior wall shall have the minimum *fire-resistance rating* required in Tables 601 and 602 for the exterior wall.

705.7 Unexposed surface temperature. Where protected openings are not limited by Section 705.8, the limitation on the rise of temperature on the unexposed surface of *exterior walls* as required by ASTM E119 or UL 263 shall not apply. Where protected openings are limited by Section 705.8, the limitation on the rise of temperature on the unexposed surface of *exterior walls* as required by ASTM E119 or UL 263 shall not apply provided that a correction is made for radiation from the unexposed *exterior wall* surface in accordance with the following formula:

$$A_e = A + (A_f \times F_{eo}) \quad \text{(Equation 7-1)}$$

where:

A_e = Equivalent area of protected openings.

A = Actual area of protected openings.

A_f = Area of *exterior wall* surface in the *story* under consideration exclusive of openings, on which the temperature limitations of ASTM E119 or UL 263 for walls are exceeded.

F_{eo} = An “equivalent opening factor” derived from Figure 705.7 based on the average temperature of the unexposed wall surface and the *fire-resistance rating* of the wall.

705.8 Openings. Openings in *exterior walls* shall comply with Sections 705.8.1 through 705.8.6.

705.8.1 Allowable area of openings. The maximum area of unprotected and protected openings permitted in an *exterior wall* in any *story* of a building shall not exceed the

percentages specified in Table 705.8 based on the *fire separation distance* of each individual story.

Exceptions:

1. In other than Group H occupancies, unlimited unprotected openings are permitted in the first *story* above grade plane where the wall faces one of the following:
 - 1.1. A street and has a *fire separation distance* of more than 15 feet (4572 mm).
 - 1.2. An unoccupied space. The unoccupied space shall be on the same lot or dedicated for public use, shall be not less than 30 feet (9144 mm) in width and shall have access from a street by a posted fire lane in accordance with the *International Fire Code*.
2. Buildings whose exterior bearing walls, exterior nonbearing walls and exterior primary structural frame are not required to be fire-resistance rated shall be permitted to have unlimited unprotected openings.

705.8.2 Protected openings. Where openings are required to be protected, opening protectives shall comply with Section 716.

Exception: Opening protectives are not required where the building is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 and the exterior openings are protected by a water curtain using automatic sprinklers *approved* for that use.

705.8.3 Unprotected openings. Where unprotected openings are permitted, windows and doors shall be constructed of any *approved* materials. Glazing shall conform to the requirements of Chapters 24 and 26.

705.8.4 Mixed openings. Where both unprotected and protected openings are located in the *exterior wall* in any *story* of a building, the total area of openings shall be determined in accordance with the following:

$$(A_p/a_p) + (A_u/a_u) \leq 1 \quad \text{(Equation 7-2)}$$

where:

A_p = Actual area of protected openings, or the equivalent area of protected openings, A_e (see Section 705.7).

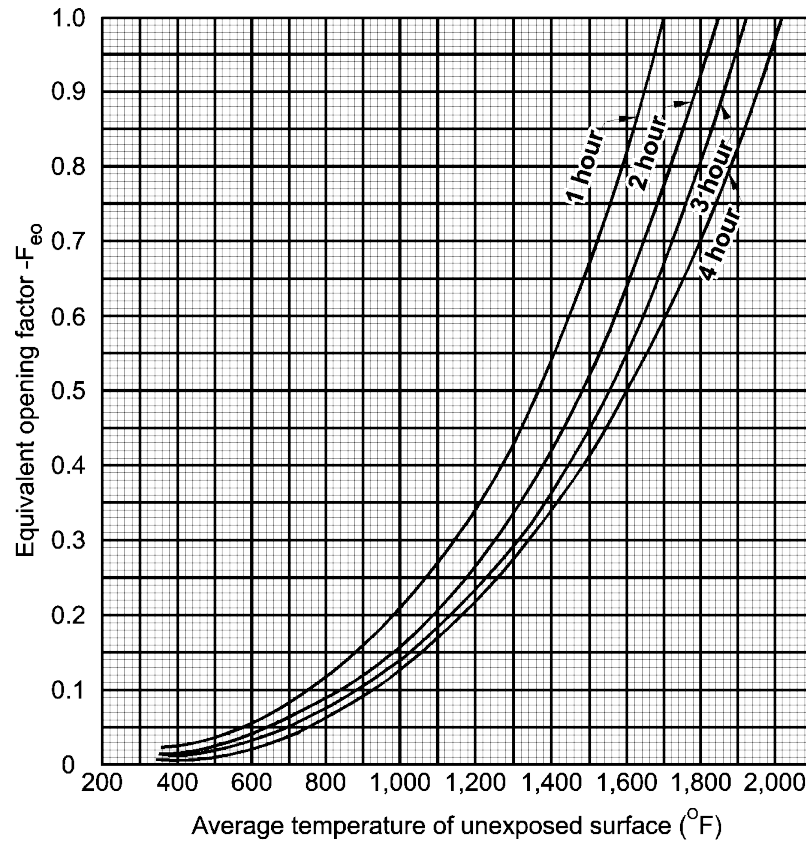
a_p = Allowable area of protected openings.

A_u = Actual area of unprotected openings.

a_u = Allowable area of unprotected openings.

705.8.5 Vertical separation of openings. Openings in *exterior walls* in adjacent *stories* shall be separated vertically to protect against fire spread on the exterior of the buildings where the openings are within 5 feet (1524 mm) of each other horizontally and the opening in the lower *story* is not a protected opening with a *fire protection rating* of not less than ¾ hour. Such openings shall be separated vertically not less than 3 feet (914 mm) by spandrel girders, *exterior walls* or other similar assemblies that

FIRE AND SMOKE PROTECTION FEATURES



For SI: $^{\circ}\text{C} = [(^{\circ}\text{F}) - 32] / 1.8$.

FIGURE 705.7
EQUIVALENT OPENING FACTOR

have a *fire-resistance rating* of not less than 1 hour, rated for exposure to fire from both sides, or by flame barriers that extend horizontally not less than 30 inches (762 mm) beyond the *exterior wall*. Flame barriers shall have a *fire-resistance rating* of not less than 1 hour. The unexposed surface temperature limitations specified in ASTM E119 or UL 263 shall not apply to the flame barriers unless otherwise required by the provisions of this code.

Exceptions:

1. This section shall not apply to buildings that are three *stories* or less above *grade plane*.
2. This section shall not apply to buildings equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or 903.3.1.2.
3. Open parking garages.

705.8.6 Vertical exposure. For buildings on the same lot, opening protectives having a *fire protection rating* of not less than $\frac{3}{4}$ hour shall be provided in every opening that is less than 15 feet (4572 mm) vertically above the roof of an adjacent building or structure based on assuming an imaginary line between them. The opening protectives are required where the *fire separation distances* from the

imaginary line to each building or structure are less than 15 feet (4572 mm).

Exceptions:

1. Opening protectives are not required where the roof assembly of the adjacent building or structure has a *fire-resistance rating* of not less than 1 hour for a minimum distance of 10 feet (3048 mm) from the *exterior wall* facing the imaginary line and the entire length and span of the supporting elements for the fire-resistance-rated roof assembly has a *fire-resistance rating* of not less than 1 hour.
2. Buildings on the same lot and considered as portions of one building in accordance with Section 705.3 are not required to comply with Section 705.8.6.

705.9 Joints. Joints made in or between *exterior walls* required by this section to have a *fire-resistance rating* shall comply with Section 715.

Exception: Joints in *exterior walls* that are permitted to have unprotected openings.

FIRE AND SMOKE PROTECTION FEATURES

TABLE 705.8
MAXIMUM AREA OF EXTERIOR WALL OPENINGS BASED ON
FIRE SEPARATION DISTANCE AND DEGREE OF OPENING PROTECTION

FIRE SEPARATION DISTANCE (feet)	DEGREE OF OPENING PROTECTION	ALLOWABLE AREA ^a
0 to less than 3 ^{b, c, k}	Unprotected, Nonsprinklered (UP, NS)	Not Permitted ^k
	Unprotected, Sprinklered (UP, S) ⁱ	Not Permitted ^k
	Protected (P)	Not Permitted ^k
3 to less than 5 ^{d, e}	Unprotected, Nonsprinklered (UP, NS)	Not Permitted
	Unprotected, Sprinklered (UP, S) ⁱ	15%
	Protected (P)	15%
5 to less than 10 ^{e, f, j}	Unprotected, Nonsprinklered (UP, NS)	10% ^h
	Unprotected, Sprinklered (UP, S) ⁱ	25%
	Protected (P)	25%
10 to less than 15 ^{e, f, g, j}	Unprotected, Nonsprinklered (UP, NS)	15% ^h
	Unprotected, Sprinklered (UP, S) ⁱ	45%
	Protected (P)	45%
15 to less than 20 ^{f, g, j}	Unprotected, Nonsprinklered (UP, NS)	25%
	Unprotected, Sprinklered (UP, S) ⁱ	75%
	Protected (P)	75%
20 to less than 25 ^{f, g, j}	Unprotected, Nonsprinklered (UP, NS)	45%
	Unprotected, Sprinklered (UP, S) ⁱ	No Limit
	Protected (P)	No Limit
25 to less than 30 ^{f, g, j}	Unprotected, Nonsprinklered (UP, NS)	70%
	Unprotected, Sprinklered (UP, S) ⁱ	No Limit
	Protected (P)	No Limit
30 or greater	Unprotected, Nonsprinklered (UP, NS)	No Limit
	Unprotected, Sprinklered (UP, S) ⁱ	No Limit
	Protected (P)	No Limit

For SI: 1 foot = 304.8 mm.

UP, NS = Unprotected openings in buildings not equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

UP, S = Unprotected openings in buildings equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1.

P = Openings protected with an opening protective assembly in accordance with Section 705.8.2.

a. Values indicated are the percentage of the area of the exterior wall, per story.

b. For the requirements for fire walls of buildings with differing heights, see Section 706.6.1.

c. For openings in a fire wall for buildings on the same lot, see Section 706.8.

d. The maximum percentage of unprotected and protected openings shall be 25 percent for Group R-3 occupancies.

e. Unprotected openings shall not be permitted for openings with a fire separation distance of less than 15 feet for Group H-2 and H-3 occupancies.

f. The area of unprotected and protected openings shall not be limited for Group R-3 occupancies, with a fire separation distance of 5 feet or greater.

g. The area of openings in an open parking structure with a fire separation distance of 10 feet or greater shall not be limited.

h. Includes buildings accessory to Group R-3.

i. Not applicable to Group H-1, H-2 and H-3 occupancies.

j. The area of openings in a building containing only a Group U occupancy private garage or carport with a fire separation distance of 5 feet or greater shall not be limited.

k. For openings between S-2 parking garage and Group R-2 building, see Section 705.3, Exception 2.

705.9.1 Voids. The void created at the intersection of a floor/ceiling assembly and an exterior curtain wall assembly shall be protected in accordance with Section 715.4.

705.10 Ducts and air transfer openings. Penetrations by air ducts and air transfer openings in fire-resistance-rated *exterior walls* required to have protected openings shall comply with Section 717.

Exception: Foundation vents installed in accordance with this code are permitted.

705.11 Parapets. Parapets shall be provided on *exterior walls* of buildings.

Exceptions: A parapet need not be provided on an *exterior wall* where any of the following conditions exist:

1. The wall is not required to be *fire-resistance rated* in accordance with Table 602 because of *fire separation distance*.
2. The building has an area of not more than 1,000 square feet (93 m²) on any floor.

FIRE AND SMOKE PROTECTION FEATURES

3. Walls that terminate at roofs of not less than 2-hour fire-resistance-rated construction or where the roof, including the deck or slab and supporting construction, is constructed entirely of noncombustible materials.
4. One-hour fire-resistance-rated *exterior walls* that terminate at the underside of the roof sheathing, deck or slab, provided that:
 - 4.1. Where the roof/ceiling framing elements are parallel to the walls, such framing and elements supporting such framing shall not be of less than 1-hour fire-resistance-rated construction for a width of 4 feet (1220 mm) for Groups R and U and 10 feet (3048 mm) for other occupancies, measured from the interior side of the wall.
 - 4.2. Where roof/ceiling framing elements are not parallel to the wall, the entire span of such framing and elements supporting such framing shall not be of less than 1-hour fire-resistance-rated construction.
 - 4.3. Openings in the roof shall not be located within 5 feet (1524 mm) of the 1-hour fire-resistance-rated *exterior wall* for Groups R and U and 10 feet (3048 mm) for other occupancies, measured from the interior side of the wall.
 - 4.4. The entire building shall be provided with not less than a Class B roof covering.
5. In Groups R-2 and R-3 where the entire building is provided with a Class C roof covering, the *exterior wall* shall be permitted to terminate at the underside of the roof sheathing or deck in Types III, IV and V construction, provided that one or both of the following criteria is met:
 - 5.1. The roof sheathing or deck is constructed of *approved* noncombustible materials or of *fire-retardant-treated wood* for a distance of 4 feet (1220 mm).
 - 5.2. The roof is protected with 0.625-inch (16 mm) Type X gypsum board directly beneath the underside of the roof sheathing or deck, supported by not less than nominal 2-inch (51 mm) ledgers attached to the sides of the roof framing members for a minimum distance of 4 feet (1220 mm).
6. Where the wall is permitted to have not less than 25 percent of the *exterior wall* areas containing unprotected openings based on *fire separation distance* as determined in accordance with Section 705.8.

705.11.1 Parapet construction. Parapets shall have the same *fire-resistance rating* as that required for the supporting wall, and on any side adjacent to a roof surface, shall have noncombustible faces for the uppermost 18 inches (457 mm), including counterflashing and coping materials. The height of the parapet shall be not less than 30 inches (762 mm) above the point where the roof surface

and the wall intersect. Where the roof slopes toward a parapet at a slope greater than two units vertical in 12 units horizontal (16.7-percent slope), the parapet shall extend to the same height as any portion of the roof within a *fire separation distance* where protection of wall openings is required, but the height shall be not less than 30 inches (762 mm).

SECTION 706 FIRE WALLS

706.1 General. *Fire walls* shall be constructed in accordance with Sections 706.2 through 706.11. The extent and location of such *fire walls* shall provide a complete separation. Where a *fire wall* separates occupancies that are required to be separated by a *fire barrier* wall, the most restrictive requirements of each separation shall apply.

706.1.1 Party walls. Any wall located on a *lot line* between adjacent buildings, which is used or adapted for joint service between the two buildings, shall be constructed as a *fire wall* in accordance with Section 706. Party walls shall be constructed without openings and shall create separate buildings.

Exceptions:

1. Openings in a party wall separating an *anchor building* and a mall shall be in accordance with Section 402.4.2.2.1.
2. *Fire walls* are not required on lot lines dividing a building for ownership purposes where the aggregate height and area of the portions of the building located on both sides of the lot line do not exceed the maximum height and area requirements of this code. For the code official's review and approval, he or she shall be provided with copies of dedicated access easements and contractual agreements that permit the owners of portions of the building located on either side of the lot line access to the other side for purposes of maintaining fire and life safety systems necessary for the operation of the building.

706.2 Structural stability. *Fire walls* shall be designed and constructed to allow collapse of the structure on either side without collapse of the wall under fire conditions. *Fire walls* designed and constructed in accordance with NFPA 221 shall be deemed to comply with this section.

Exception: In Seismic Design Categories D through F, where double *fire walls* are used in accordance with NFPA 221, floor and roof sheathing not exceeding $\frac{3}{4}$ inch (19.05 mm) thickness shall be permitted to be continuous through the wall assemblies of light frame construction.

706.3 Materials. *Fire walls* shall be of any *approved* noncombustible materials.

Exception: Buildings of Type V construction.

706.4 Fire-resistance rating. *Fire walls* shall have a *fire-resistance rating* of not less than that required by Table 706.4.