# **Planning Commission**



#### **REGULAR MEETING AGENDA**

Date: 12/12/2016
Time: 7:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

- A. Call To Order
- B. Roll Call

# C. Reports and Announcements

Under "Reports and Announcements," staff and Commission members may communicate general information of interest regarding matters within the jurisdiction of the Commission. No Commission discussion or action can occur on any of the presented items.

#### D. Public Comment

Under "Public Comment," the public may address the Commission on any subject not listed on the agenda, and items listed under Consent Calendar. Each speaker may address the Commission once under Public Comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

# E. Consent Calendar

E1. Approval of minutes from the November 14, 2016 Planning Commission meeting. (Attachment)

# F. Public Hearing

- F1. Consider Recommendations to the City Council on the 1300 El Camino Real Project ("Station 1300"), including the following actions: (Staff Report #16-103-PC)
  - 1. Final Environmental Impact Report (EIR) to analyze the potential environmental impacts of the proposed project, along with an associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program;
  - 2. Architectural Control Review for compliance with Specific Plan standards and guidelines, including determination of a Public Benefit Bonus to exceed the Base level FAR (Floor Area Ratio) and height standards, for a mixed-use development consisting of non-medical office, residential, and community-serving uses on a 6.4-acre site, with a total of approximately 220,000 square feet of non-residential uses and 183 dwelling units;
  - 3. Use Permit for outdoor seating associated with full/limited service restaurants;
  - 4. Tentative Map to merge existing parcels and create one private parcel (with a four-unit commercial condominium) and two public right-of-way parcels; dedicate a new public street

- extension of Garwood Way; abandon Derry Lane and a portion of the existing Garwood Way right-of-way; and abandon/dedicate public access and public utility easements;
- 5. Below Market Rate (BMR) Housing Agreement for compliance with the City's Below Market Rate Housing Program;
- 6. Heritage Tree Removal Permits to remove 59 heritage trees; and
- 7. Development Agreement for the project sponsor to secure vested rights, and for the City to secure public benefits, including a \$2.1 million cash contribution, additional affordable housing units, a publicly-accessible dog park, and a sales tax guarantee.

#### G. Informational Items

G1. Future Planning Commission Meeting Schedule – The upcoming Planning Commission meetings are listed here, for reference. No action will be taken on the meeting schedule, although individual Commissioners may notify staff of planned absences.

Regular Meeting: January 9, 2017
Regular Meeting: January 23, 2017
Regular Meeting: February 6, 2017
Regular Meeting: February 27, 2017

# H. Adjournment

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At every Regular Meeting of the Commission, in addition to the Public Comment period where the public shall have the right to address the Commission on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during the Commission's consideration of the item.

At every Special Meeting of the Commission, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during consideration of the item.

Any writing that is distributed to a majority of the Commission by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available for inspection at the City Clerk's Office, 701 Laurel St., Menlo Park, CA 94025 during regular business hours.

Persons with disabilities, who require auxiliary aids or services in attending or participating in Commission meetings, may call the City Clerk's Office at 650-330-6620.

# **Planning Commission**



#### **REGULAR MEETING MINUTES - DRAFT**

Date: 11/14/2016
Time: 7:01 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

#### A. Call To Order

Chair Katherine Strehl called the meeting to order at 7:01 p.m.

#### B. Roll Call

Present: Andrew Barnes, Drew Combs (Vice Chair), Susan Goodhue, Larry Kahle, John Onken, Henry Riggs, Katherine Strehl (Chair)

Staff: Thomas Rogers, Principal Planner, Ori Paz, Planning Technician, Tom Smith, Associate Planner

#### **Reports and Announcements**

Principal Planner Thomas Rogers said the City Council met on November 9, 2016 to discuss the topic of displacement. He said the Council moved forward on requiring 12-month leases for residential buildings and provided other direction on developing displacement policies. He said on the November 15 City Council meeting agenda were consideration of the required ordinance adoption for the Facebook Expansion project, and review of ConnectMenlo, General Plan Update, and the Commission's recommendations on that project. He said on November 29 the City Council would consider amendments to the building code that would include local amendments.

#### D. Public Comment

There was none.

# E. Consent Calendar

E1. Approval of minutes from the October 24, 2016 Planning Commission meeting. (Attachment)

Commissioner Henry Riggs suggested on page 7 of the minutes in the last paragraph, first sentence, beginning, "Commissioner Riggs said" and continues "for mixed use streets, the vehicles would have at least an equal priority" that "would" be replaced with "should."

**ACTION:** Motion and second (John Onken/Strehl) to approve with following modification; passes 7-0.

 Page 7, last paragraph, 1<sup>st</sup> line, ".....for mixed use streets, the vehicles would should have at least an equal priority." E2. Architectural Control/Ian Hamilton/2730 Sand Hill Road:

Request for architectural control review of exterior modifications to an existing office building in the C-1-C (Administrative, Professional and Research District, Restrictive) zoning district. The proposed exterior modifications would include replacing siding, modifying the exterior color scheme, site improvements and new landscaping. (Staff Report #16-092-PC)

**ACTION:** Motion and second (Onken/Strehl) to approve as recommended in the staff report; passes 7-0.

- 1. Make a finding that the project is categorically exempt under Class 1 (Section 15301, "Existing Facilities") of the current California Environmental Quality Act (CEQA) Guidelines.
- 2. Adopt the following findings, as per Section 16.68.020 of the Zoning Ordinance, pertaining to architectural control approval:
  - a. The general appearance of the structure is in keeping with the character of the neighborhood.
  - b. The development will not be detrimental to the harmonious and orderly growth of the City.
  - c. The development will not impair the desirability of investment or occupation in the neighborhood.
  - d. The development provides adequate parking as required in all applicable city ordinances and has made adequate provisions for access to such parking.
  - e. The property is not within any Specific Plan area, and as such no finding regarding consistency is required to be made.
- 3. Approve the architectural control subject to the following *standard* conditions:
  - a. Development of the project shall be substantially in conformance with the plans provided by Jay Adams Design, consisting of 20 plan sheets, dated received October 31, 2016, and approved by the Planning Commission on November 14, 2016 except as modified by the conditions contained herein, subject to review and approval of the Planning Division.
  - b. Prior to building permit issuance, the applicant shall comply with all Sanitary District, Menlo Park Fire Protection District, Recology, and utility companies' regulations that are directly applicable to the project.
  - c. Prior to building permit issuance, the applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.
  - d. Prior to building permit issuance, the applicant shall submit a plan for any new utility installations or upgrades for review and approval by the Planning, Engineering and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.

- e. Simultaneous with the submittal of a complete building permit application, the applicant shall submit plans indicating that the applicant shall remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for review and approval of the Engineering Division.
- f. Heritage trees in the vicinity of the construction project shall be protected pursuant to the Heritage Tree Ordinance.

# F. Public Hearing

#### F1. Use Permit/Yu Wu/1048 Menlo Oaks Drive:

Request for a use permit for an addition and interior modifications to an existing, nonconforming one-story, single-family residence on a lot in the R-1-U (Single-Family Urban) zoning district. The value of the work would exceed 75 percent of existing replacement value in a 12-month period. (Staff Report #16-093-PC)

Staff Comment: Planning Technician Ori Paz said there were no additions to the staff report.

Applicant Presentation: Mr. Zhihui Chen said proposal was a simple addition to a one-story, single-family residence. He said there was no architectural change.

Commissioner Henry Riggs said entry overhang was a roof as it was not over a porch. He asked for its depth dimension. Mr. Chen said three feet. Commissioner Riggs asked if the applicant had checked with the Planning Department as to what encroachment was allowed with the roof overhang and front setback. Planning Technician Paz said the permitted encroachment for eaves and overhangs was three-feet so long as the setback was greater than 10 feet.

Chair Strehl opened the public hearing and closed it as there were no speakers.

Commission Comment: Commissioner Onken said the project was approvable. He noted that the threshold of the front door was six-inches above the landing, and asked if that was intentional.

Ms. Susan Chen, Project Architect, said it was an existing condition but they could increase the landing height to make it even.

Commissioner Riggs asked if the architect had spoken with the applicant about the interior furniture layout. Ms. Chen, said that they had done a livable concept but were not doing the interior design part. She agreed that the rooms were narrow but they would be better than before.

Commissioner Larry Kahle said he shared concerns about the interior layout. He said the addition was tall, boxy looking structure. He said it was approvable but with more design input it could have been a better addition. He said he would prefer, although he would not make them conditions of approval, that the front not be so tall, that they use wood windows instead of vinyl windows, eliminate double doors for a single door as the double doors seemed to overpower the elevation and to take the opportunity to organize and clean up the roof.

**ACTION:** Motion and second (Onken/Susan Goodhue) to approve as recommended in the staff report; passes 7-0.

- 1. Make a finding that the project is categorically exempt under Class 1 (Section 15301, "Existing Facilities") of the current California Environmental Quality Act (CEQA) Guidelines.
- 2. Make findings, as per Section 16.82.030 of the Zoning Ordinance pertaining to the granting of use permits, that the proposed use will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, and will not be detrimental to property and improvements in the neighborhood or the general welfare of the City.
- 3. Approve the use permit subject to the following *standard* conditions:
  - a. Development of the project shall be substantially in conformance with the plans prepared by SC Design Group and Interiors consisting of eight plan sheets, dated received November08, 2016, and approved by the Planning Commission on November 14, 2016, except as modified by the conditions contained herein, subject to review and approval of the Planning Division.
  - b. Prior to building permit issuance, the applicants shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project.
  - c. Prior to building permit issuance, the applicants shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.
  - d. Prior to building permit issuance, the applicant shall submit a plan for any new utility installations or upgrades for review and approval by the Planning, Engineering and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.
  - e. Simultaneous with the submittal of a complete building permit application, the applicant shall submit plans indicating that the applicant shall remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for review and approval of the Engineering Division.
  - f. Simultaneous with the submittal of a complete building permit application, the applicant shall submit a Grading and Drainage Plan for review and approval of the Engineering Division. The Grading and Drainage Plan shall be approved prior to the issuance of grading, demolition or building permits.
  - g. Heritage trees in the vicinity of the construction project shall be protected pursuant to the Heritage Tree Ordinance
- F2. Use Permit/SlipChip Corporation/230 Constitution Drive:

  Request for a use permit for the use and storage of hazardous materials associated with research, development, and manufacturing of nucleic acid and protein detection equipment for point-of-care diagnostics in domestic and global health settings, field-based measurements for industrial applications, and complex assays across a range of laboratory settings, located in an existing

building in the M-2 (General Industrial) zoning district. All hazardous materials would be used and stored within the existing building. (Staff Report #16-094-PC)

Staff Comment: Associate Planner Tom Smith said in the "Agency Review" section a "condition 4.a" was mentioned. He said that had been carried over from a previous review and was not requested as part of this application.

Questions of Staff: Commissioner Onken said that the applicant indicated a 900-foot distance from the project site to a high school. He asked if the high school has become a pertinent issue for businesses and projects in this area. Associate Planner Smith said they wanted to keep the Planning Commission advised.

Applicant Presentation: Dr. Martin Goldberg, said SlipChip Corporation was a startup of about 30 people and their business was point of care testing, in particular nucleic-based testing and molecular diagnostics. He said they would do research and development but would not do manufacturing at the site.

Commissioner Riggs asked about the square footage. Dr. Goldberg said it was 24,000 square feet and they would have up to 30 people. He said the previous tenant had 97 people there.

Chair Strehl opened the public hearing and closed it as there was no public comment.

Commission Comment: Commissioner Onken said the project was approvable. He noted its proximity to the high school and that the City had not had a great deal of say about locating the school there. He said the question was whether they would allow the high school to prejudice the businesses and the activities that were in the area. He said his inclination was to support the local businesses in lieu of what people might see as a new threat a school in proximity. Chair Strehl said she recalled they expressed concern about a school moving into an industrial area where hazardous materials were being used.

Commissioner Andrew Barnes said during his tenure on the Commission all the hazardous materials applications reviewed had been approved. He asked if that was because the use of really hazardous materials did not make it that far because of the Fire District and other agencies' controls. Associate Planner Smith said the City really relied on the relevant review agencies to provide findings related to the suitability of such applications.

Brief discussion on hazardous materials applications ensued with comments by Ms. Ellen Ackerman, Green Environment, as to how applications were prepared, and Principal Planner Rogers about discussions within the General Plan Update to streamline the process.

**ACTION:** Motion and second (Riggs/Onken) to approve as recommended in the staff report; passes 7-0.

- 1. Make a finding that the project is categorically exempt under Class 1 (Section 15301, "Existing Facilities") of the current California Environmental Quality Act (CEQA) Guidelines.
- Make findings, as per Section 16.82.030 of the Zoning Ordinance pertaining to the granting of use permits, that the proposed use will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed

use, and will not be detrimental to property and improvements in the neighborhood or the general welfare of the City.

- 3. Approve the use permit subject to the following **standard** conditions:
  - a. Development of the project shall be substantially in conformance with the plans provided by Green Environment, Inc., consisting of six plan sheets, dated received September 7, 2016, as well as the Hazardous Materials Information Form (HMIF), dated received September 7, 2016, approved by the Planning Commission on November 14, 2016 except as modified by the conditions contained herein, subject to review and approval of the Planning Division.
  - b. Prior to building permit issuance, the applicant shall comply with all sanitary district, Menlo Park Fire Protection District, and utility companies regulations that are directly applicable to the project.
  - c. Prior to building permit issuance, the applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.
  - d. If there is an increase in the quantity of hazardous materials on the project site, a change in the location of the storage of the hazardous materials, or the use of additional hazardous materials after this use permit is granted, the applicant shall apply for a revision to the use permit.
  - e. Any citation or notification of violation by the Menlo Park Fire Protection District, San Mateo County Environmental Health Department, West Bay Sanitary District, Menlo Park Building Division or other agency having responsibility to assure public health and safety for the use of hazardous materials will be grounds for considering revocation of the use permit.
  - f. If the business discontinues operations at the premises, the use permit for hazardous materials shall expire unless a new business submits a new hazardous materials information form and chemical inventory to the Planning Division for review by the applicable agencies to determine whether the new hazardous materials information form and chemical inventory are in substantial compliance with the use permit.

# G. Regular Business

G1. Review of Draft 2017 Planning Commission Meeting Dates. (Staff Report #16-095-PC)

Commissioners Barnes and Goodhue indicated the proposed 2017 meeting dates except for the first meeting in June worked for them. Commissioner Onken said the dates worked for him except he would need to miss the July 17 meeting. Commissioner Combs noted the issue of Commissioners needing to be recused and asked about Facebook projects. Principal Planner Rogers said there was nothing calendared yet but staff would check in with the Commission as Facebook projects approached.

# H. Informational Items

# H1. Future Planning Commission Meeting Schedule

Regular Meeting: December 5, 2016Regular Meeting: December 12, 2016

Replying to the Chair, Principal Planner Rogers noted that Commissioner Goodhue would be absent from both December meetings.

# I. Adjournment

Chair Strehl adjourned the meeting at 7:37 p.m.

Staff Liaison: Thomas Rogers, Principal Planner

Recording Secretary: Brenda Bennett

# **Community Development**



#### **STAFF REPORT**

Planning Commission
Meeting Date: 12/12/2016
Staff Report Number: 16-103-PC

Public Hearing: Architectural Control, Development Agreement,

**Tentative Map, Use Permit, Heritage Tree Removal** 

Permits, Below Market Rate (BMR) Housing Agreement, Final EIR/Greenheart Land

Company/1300 El Camino Real (Station 1300)

#### Recommendation

Staff recommends that the Planning Commission review and provide a recommendation that the City Council make the necessary findings and take actions for approval of the 1300 El Camino Real Project (also known as "Station 1300"), as outlined in Attachment A. The Planning Commission should provide recommendations to the City Council on the following entitlements and environmental review components of the proposed project:

- 1. Final Environmental Impact Report (EIR) to analyze the potential environmental impacts of the proposed project, along with an associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (Attachment B);
- 2. Architectural Control Review for compliance with Specific Plan standards and guidelines, including determination of a Public Benefit Bonus to exceed the Base level FAR (Floor Area Ratio) and height standards, for a mixed-use development consisting of non-medical office, residential, and community-serving uses on a 6.4-acre site, with a total of approximately 220,000 square feet of non-residential uses and 183 dwelling units (Attachment C);
- 3. Use Permit for outdoor seating associated with full/limited service restaurants (Attachment C);
- 4. Tentative Map to merge existing parcels and create one private parcel (with a four-unit commercial condominium) and two public right-of-way parcels; dedicate a new public street extension of Garwood Way; abandon Derry Lane and a portion of the existing Garwood Way right-of-way; and abandon/dedicate public access and public utility easements (Attachment C);
- 5. Below Market Rate (BMR) Housing Agreement for compliance with the City's Below Market Rate Housing Program (Attachment D);
- 6. Heritage Tree Removal Permits to remove 59 heritage trees (Attachment E); and
- 7. Development Agreement for the project sponsor to secure vested rights, and for the City to secure public benefits, including a \$2.1 million cash contribution, additional affordable housing units, a publicly-accessible dog park, and a sales tax guarantee (Attachment F).

#### **Policy Issues**

The proposed project requires the Planning Commission and City Council to consider the merits of the project, including project consistency with the El Camino Real/Downtown Specific Plan and whether the proposed community benefits justify a Public Benefit Bonus. As part of the project review, the Commission and Council will need to make findings that the positive aspects of the project balance the significant and unavoidable impacts by adopting a statement of overriding considerations and a mitigation monitoring and reporting program as part of its certification of the EIR. Additionally, Further, the Commission and Council

will need to consider a Development Agreement, architectural control, use permit and tentative map findings. Further, resolutions regarding heritage tree removal permits and the BMR Housing Agreement for the project will need to be considered. The Planning Commission is a recommending body on the policy issues. The policy issues summarized here are discussed in greater detail throughout the staff report.

#### **Background**

#### Site location

The project site consists of 15 legal parcels (11 assessor's parcels) addressed 1258-1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane. The project site would be approximately 6.4 acres in size, after the abandonment of Derry Lane and dedication of an extension of Garwood Way. The project site is within the El Camino Real/Downtown Specific Plan ("Specific Plan") area.

The project site includes parcels that were previously proposed for redevelopment by O'Brien at Derry Lane, LLC and SHP Los Altos, LLC, as well as one parcel that was not previously part of either of the earlier project sites. In total, the project site contains seven existing buildings, totaling approximately 25,800 square feet. In addition, the project site currently includes parking, pavement, and limited vegetative features. A location map is included as Attachment G.

This report refers to compass directions using El Camino Real as running in a predominantly north-south direction. Neighboring land uses include a hotel to the north; single- and multi-family residential units east of the Caltrain right-of-way; the Menlo Park Caltrain Station and mixed-use development (including residential units) south of Oak Grove Avenue; and the El Camino Real commercial corridor to the west. The northeast corner of El Camino Real/Oak Grove Avenue, immediately adjacent to the project site, includes a gas station and a restaurant/cafe. Downtown Menlo Park is approximately 0.1 mile southwest of the project site.

The entire project site is within the Specific Plan's El Camino Real Northeast – Residential (ECR NE-R) District. The ECR NE-R District is located in the "El Camino Real Mixed Use – Residential" General Plan land use designation, which supports a variety of retail uses, personal services, business and professional offices, and residential uses. The ECR NE-R District allows higher residential densities, in recognition of its location near the train station area and downtown.

# **Analysis**

# **Project description**

Greenheart Land Company ("Greenheart") is proposing to redevelop a multi-acre site on El Camino Real and Oak Grove Avenue with approximately 220,000 square feet of non-residential uses and 183 dwelling units. The project would demolish the existing structures in the southern portion of the site and construct approximately 420,000 square feet of mixed uses. In total, the project would include three mixed-use buildings, a surface parking lot, an underground parking garage, onsite linkages, and landscaping.

The uses at the project site would include approximately 190,800 to 203,800 square feet of non-medical office space in two buildings, approximately 199,000 square feet of residential space in one building, and between approximately 18,600 and 29,000 square feet of community-serving space throughout the proposed office and residential buildings. The square footage has been calculated per the definition of gross floor area (GFA), which counts the full size of a building, with limited exceptions for elements such as covered parking (including bicycle parking), trash/recycling enclosures, vent shafts, non-habitable areas, enclosures for noise-generating equipment, and porches and similar areas that are open. The project would

provide approximately 1,000 parking spaces within a parking garage and a small surface parking lot. Project plans are included as Attachment I, and the project description letter is included as Attachment I.

The project would include the completion of Garwood Way from the northeast edge of the project site to Oak Grove Avenue. This would connect Glenwood Avenue to the north with Oak Grove Avenue to the south and would allow additional access to the project site. The Garwood Way extension would be constructed concurrently with the construction of the project. All of the existing parcels would be merged, and a number of right-of-way and easement actions would be concurrently implemented to allow for the comprehensive redevelopment.

#### Land uses

The project includes the following breakdown of land uses:

Component	Square Feet	% of Overall Project
Apartments (183 units)	199,031	47.4%
Non-Medical Office	190,835-203,772	45.5%-48.6%
El Camino Real Community-Serving Uses	11,217-21,654	2.7%-5.2%
Oak Grove Avenue Community Service Uses	7,383	1.7%
<u>Total</u>	<u>419,430</u>	<u>100.0%</u>

The residences would consist of junior one-bedroom units through three-bedroom units, with the majority one-bedroom or two-bedroom in size. Some of the one-bedroom units would have inboard bedrooms, without direct windows to the exterior, and may be considered somewhat similar to a studio unit. The residences would be rented.

The community-serving uses category would include permitted non-residential/non-office uses in the "El Camino Real Mixed Use/Residential" land use designation, for example:

- General Retail Sales
- Full/Limited Service Restaurants
- Food and Beverage Sales
- General Personal Services
- Banks and Financial Institutions
- Business Services
- Personal Improvement Services (subject to a per-business size limit)

The community-serving uses would wrap around both the El Camino Real and Oak Grove Avenue frontages, helping ensure greater activity and vibrancy on the public-facing sides of the project, and a potential amenity for the general public.

The applicant is also requesting that 2,500 square feet of the community-serving uses area could be used for a single real estate office, associated with the property owner. This use is defined by the Specific Plan as an office, but it would be a more active type of office use that staff believes would be compatible in a location alongside the other community-serving uses. If this option is pursued, the overall office square footage would still comply with the Specific Plan limit that non-medical/dental offices not exceed 50 percent of the overall Floor Area Ratio (FAR).

The proposed land uses are all permitted by the Specific Plan, with the exception of restaurant outside seating, which is an administratively-permitted use that can be approved via use permit. The proposal includes such a use permit request for outdoor seating associated with the potential restaurant uses. As shown on Plan Sheet L-6.0, the tables could be located along the Oak Grove Avenue and El Camino Real frontages, outside of the required sidewalk clear walking zones. Outdoor restaurant seating could also be located in the small plaza at the corner of Oak Grove Avenue and Garwood Way, and along the office buildings' entry path and plaza. Staff believes that the outdoor seating areas would be attractive and help activate the street frontages and plaza areas. None of the outdoor seating areas are located in close proximity to residential uses or other populations potentially sensitive to noise or other activity.

Additional community-serving uses could be considered through case-by-case Administrative Permit and Use Permit review in the future, as specified in Specific Plan Table E1. For example, a restaurant with live entertainment or alcohol service would require Administrative Permit review.

Overall, the proposal would represent a balanced mixed-use project, with similar proportions of residential and office uses, along with more active community-serving uses along both of the two main project frontages.

#### Design and materials

The following discussion highlights and expands on topics addressed in the Standards and Guidelines Project Compliance Worksheet (Attachment J).

#### Design Concept, Organization and Spatial Characteristics

The proposal would consist of office and retail uses fronting El Camino Real with relatively continuous building façades, residential above retail uses with relatively continuous building facades fronting Oak Grove Avenue, and residential uses fronting the new section of Garwood Way (see A0.1, A1.1, and A0.4-A0.7). The uses would be separated from each other with landscaped open space at the ground level and would be set on top of a two-level underground parking structure. The project would be organized to treat the office and residential structures as separate, but adjacent, elements that share a landscape interface and similar architecture.

The office component of the program would have two three-story office buildings that would face El Camino Real with retail storefronts and face each other across a large plaza. Sections of the upper floors of both office buildings would be stepped back or in on the upper floor facing El Camino Real and the promenade between the buildings, in order to vary the building height and profile as seen from the street and quasipublic areas. Also, the South Office Building would feature a large street-facing deck on the third level.

The central plaza would be accessible to pedestrians from El Camino Real through a decorative arched gateway and tree-lined promenade (see L-1.0). It would be defined by the C-shaped office building walls, and create a nearly rectangular, courtyard-like space about 170 feet across and 120 feet deep. The office buildings' main entrances would be on axis across the plaza and set perpendicular to the primary east-west pedestrian access through the property from El Camino Real to Garwood Way. The center of the open space would feature a circular paved area 60 feet in diameter bound by re-circulating water features, stepped amphitheater seating with overhead trellises and planting areas, and a date palm perimeter. Beyond the central plaza would be additional recreational facilities linking to Garwood Way (see L-2.1)

Vehicular access to underground parking serving office and El Camino Real fronting retail uses would be at two points. The first access point would be off Garwood Way adjacent a small surface parking lot. The second access point would be off El Camino Real at the northwest corner of the property through a portal at

the left edge of the North Office Building (see A3.01). Parking for retail and community serving uses would be on a designated area of parking level B1 with elevator and stair access to the ground floor of the North Office Building at the EVA access/pedestrian promenade adjacent to El Camino Real (see A2.C01). There also would be an additional stair from the parking garage that allows access to the plaza near the northeast corner of the South Office Building.

The residential component of the program would have a four-story building with double-loaded corridors around a central courtyard at the southeast corner of the property. The first level facing Oak Grove Avenue to the depth of the interior corridor would be community serving retail (see A3.01). A wing of the residential building would extend from the main portion of the structure along Garwood Way at four stories for 175 linear feet, then three stories for about 120 feet. The west side of the residential building would be visible from El Camino Real near the Oak Grove Avenue intersection over the one-story gas station and adjacent parking lot and café. This side of the structure would have an open access corridor (gallery style) at the building wall (see A4.06).

Vehicular access to underground parking serving residential units and Oak Grove fronting retail uses would be through a building portal on the Garwood Way side (see A2.R01). Community-serving parking would be separate from residential parking at level B1 (see A2.B1). Access from the community-serving parking to the street would be by stair or elevator adjacent the open plaza area at the Garwood Way and Oak Grove Avenue corner.

The public entry to residential uses would be located off a plaza at the intersection of Oak Grove Avenue and Garwood Way. The street alignment alters the corner of the building and the design responds to the condition by modifying the corner of the building form and creating a plaza forward of the main entry. The wall at the entry and corridors above would be 45 degrees from the primary building walls to create a discrete façade oriented towards the Garwood Way-Oak Grove Avenue intersection (see A4.06, 0.6 and L-2.2).

The primary open space for residential uses would be the courtyard approximately 100 feet wide by 180 feet long. This space features a lap pool and spa, pool deck areas, built-in fire feature and barbeque grill, eating and seating areas, and landscape areas. Units at courtyard level would have private patios with landscaped planters between the unit patios and common areas. Landscape areas would also be accessible to ground floor residences along the residential mews between the South Office Building and the residential building. Units facing the mews on the ground level would have private patios accessible to the mews and buffered by landscaped planters (see L-2.2). Additionally, units on the ground level along Garwood Way would have stoops for direct access to the sidewalk. Ground level units would be approximately 3 feet above adjacent sidewalks and mews (see A6.3).

In terms of residential unit characteristics, all 183 units would be flats with nine-foot ceilings. Pitched roofs as seen on elevations would be mansard roofs built over the structural deck as opposed to vaulted ceiling roofs. 69 units would face the interior courtyard. All units would have primary entries off building corridors.19 units would have secondary entries to the street or mews. Most units have private patios or balconies.

The average unit size would be about 900 square feet. One-bedroom units would range from 520 to 832 square feet in area (98 total). Of these one-bedroom units, 32 would be small units, more like studios than typical one-bedroom units, with an interior sleeping area partially open to the living area. Two-bedroom units would range from 986 to 1,285 square feet (77 total). Three-bedroom units would be 1,555 square feet in size (8 total). Unit layout and features would be typical for this building type at most units. A few units stand out, particularly: unit 2B (10 total) with an irregular layout, foyer and many windows; unit 2H (4 total) with

large common living areas, patio area, and irregular layout with many windows; and unit 3A (8 total) with generous common living areas and patio/balcony areas.

Generally, the layout of buildings on the property would be well organized and easy to navigate for pedestrians. It would allow for through site connection, allowing access to the Caltrain station and provide attractive publicly-visible amenities at the entry points on both El Camino Real (the gateway to the Office Plaza) and the Oak Grove Avenue/Garwood Way intersection (the Oak Grove Plaza). The project also would have large and varied open spaces with substantial landscaping and limit the impact of parking and services on the overall character of the site given the underground parking as well as the loading zone placed at the northeast corner of the lot where it would be minimally visible. Retail continuity would also be effective along Oak Grove Avenue and El Camino Real to provide an active street/sidewalk condition for pedestrian use.

#### **Architectural Character**

The design of both the commercial and residential structures draws heavily on Spanish Revival architectural precedents. Along El Camino Real there would be a prominent street wall presentation that would be both visually stable through use of symmetry and figurative treatments (e.g. through the shaping of wall planes at the gabled parapets and the use of additive rooflines at lower levels). The large zones of fenestration with varied window grid patterns would add to the visual composition of the elevations. Additionally, there would be substantial differentiation in materials, color, fenestration, and roof forms between the north and south office buildings.

As designed, the scale of the office buildings' forms appropriately presents a larger presence on the street than the residential building's forms. This is despite the overall size of the residential building being larger as seen from the street than the office buildings. At the North Office Building's El Camino Real façade, the three stories of fenestration inset in the arched opening and the pair of three story walls with gabled parapets would be an example of how larger façade elements affect the perception of scale.

The residential building would incorporate many traditional Spanish Revival elements such as covered balconies supported by timber posts and beams, arch shaped parapets, and tower/turret forms. The wide facades would be broken down into smaller vertically proportioned façade segments. Variation would be created at the wall face by projecting elements outward or with recesses in the wall plan, while the roof edge would have some variation in roof form and height. Using stone tile cladding for the façade segment at the vehicle entry provides a visual anchor within the Garwood Way façade, while the Mission-style parapet on the Oak Grove Avenue façade would similarly manage the repetitive character of other Oak Grove Avenue façade segments. These variations are required by the Specific Plan, but are also fairly well implemented at the architectural level.

Other than the residential building entry and the gateway to the public plaza between the north and south office buildings, the street level experience would be focused on the retail storefront improvements and sidewalk amenities.

The Oak Grove Avenue side of the residential building at the ground level would use a variety of storefront opening shapes, awning/canopy designs, and roof/wall conditions to make the appearance seem playful rather than repetitive. At the El Camino Real side, there would be variation in the fenestration, arched versus flat openings at the façade, and exterior materials. The overall impression at the sidewalk level would be more formal and restrained than on the Oak Grove Avenue style, but still pleasant and refined.

#### Detailing

Conceptual office building details are shown on sheets A6.14, A6.15 and A6.16. Conceptual residential building details are shown on sheets A6.17, A6.18 and A6.19. Both commercial and residential detailing examples are consistent with the chosen Spanish Eclectic architectural style.

Recessed window openings on both residential and office walls are well executed, particularly due to the stucco terminating cleanly into the window frame (see details F, G, and H on A6.19). Along with cast stone sills, the window detailing has a refined and authentic look. Eaves supported by wood rafter tails and the half round gutters along with heavy wood brackets and balcony posts would accentuate eaves and projecting balconies well. At the deck level of wood balconies, the fascia boards and supporting beams and brackets would be refined and would minimize the appearance of typically awkward metal connections and flashing. The metal basket style balconies would also be authentic in appearance although it is not clear that the decorative elements on the metal pickets will be used on all metal railings.

The glass fiber reinforced concrete (GFRC) coping at the Mission-style parapet and the simple parapet at the gable parapet walls on the office buildings would also be effective details. The gable parapet's top surface would be sloped backwards to drain to the roof without using metal flashing at the exterior wall face to mark the edge of stucco against the sky. This is shown on detail 3 on sheet A6.15.

#### **Building Materials**

The color and materials board, replicated as sheet A7.01, indicates that the primary building wall material would be cement plaster with a hard trowel Santa Barbara Mission Finish in white and tan colors. A secondary wall material would be thin set stone tile in a buff color and brushed finish. Roofing would be clay tile in brown and red colors. Material and color locations are shown for the office buildings' street side on A4.01 and the residential building's street facades on A4.04 and A4.05.

Fenestration at the office buildings would be aluminum storefront windows, and the north building would have a burnt red color, while the south building would have a bronze color. Residential buildings are indicated to have composite windows with color to be determined. Brown, bronze, burnt red, light blue or green would be colors common to and fitting the style well. White or beige color windows would not fit the style well nor provide the stylistic contrast seen between wall and window color.

Other building materials include painted metal railings (color shown to be determined), cast stone for windowsills, ledgers and coping, and re-sawn wood posts/brackets/beams/rafters at balconies and eaves (color noted as to be determined on the plans but shown a dark or natural stain on renderings). Gunmetal gray painted metal canopies and awnings with colors to be determined but suggested as varied between buildings are also part the material and color palette.

Overall, materials, finishes and colors would work well for the chosen architecture, and have been varied between the buildings to break down the scale of the project as seen from the street well.

#### **Lighting**

The conceptual lighting plans (Attachment K) show landscape and open space lighting as well as wall mounted exterior lighting and lighting fixtures for these locations. Illumination level data was not provided, but the number and spacing of fixtures suggest adequate levels of overall lighting along with a balanced mixture of ground level, landscape, and overhead lighting.

Interesting lighting concepts include the catenary lighting system suspended over the center of the promenade linking the sidewalk at El Camino Real with the office plaza and lights mounted to trees or up lights under trees that provide general lighting while illuminating the plant forms at night.

Most of the smaller fixtures including bollards, small wall-mounted sconces, and functional lighting at trellis structures would be simple and modern in design. Most would have a dark bronze or black finish. Polemounted area light fixtures are either a mix of contemporary and somewhat traditional style fixtures (e.g. see fixture D options on page 5 of the lighting plans) or it is yet to be decided which fixture to use. Some clarification of intentions for pole mounted fixtures would be helpful here, but given these fixtures are not attached to the buildings, the connection to the building architecture need not be as important.

For the building-mounted decorative wall sconces that appear adjacent to storefronts and building entries as seen on pages 3, 6, and 9 of the lighting plans, the fixtures are traditional in general shape, but the lighting style is more like traditional gas lamp or coach light fixtures that one might associate with Victorian era buildings or Colonial buildings in the Northeast, etc. than what one would associate with Spanish Revival buildings.

# Recommended changes and/or clarifications

As noted above and in the Standards and Guidelines Project Compliance Worksheet, the project clearly complies with the majority of the Specific Plan standards and guidelines. However, some topic areas listed below may be considered unresolved or otherwise in need of reconsideration. Staff will work with the applicant to consider these questions prior to City Council review. The Planning Commission may also provide input on these topics at this time.

- 1. With regard to the primary residential entry at the corner of Oak Grove Avenue and Garwood Way, the perspective included with earlier draft plans showed an open two-story arch with a bridge connection at the second level along with openings on the third and fourth level. At the first level, there were iron gates and at the second level a distinctive walkway with decorative metal railings. While the perspective was in conflict with the floor plans at levels one and two, the concept as shown on the perspective would have allowed views into the interior courtyard and the façade would have been a visually light and airy connector between building sides well suited to the corner condition. The approach showed greater consistency with the building entry standard E.3.5.09 and guideline E.3.5.10 and was reminiscent of the photograph on page E32 of the Specific Plan. Moreover, its design embellished the building architecture as well as paying homage to the Spanish Revival courtyard housing typology. These buildings frequently had entry portals between the public façade that allowed a glimpse into the courtyard beyond from the street. The final submittal rendering, revised to be consistent with the floor plans and elevations, replaces the open arched connector design with a two-story glass storefront type façade with entry doors set within the arch. Staff is interested in potential revisions that would be closer to the earlier design approach at this location.
- 2. For storefront entries, the deeper, two-foot recess suggested by the Specific Plan guidelines would seem most appropriate at arched openings where overhead canopies are not used for weather protection at entries. These conditions would occur at places both on the Oak Grove Avenue and the El Camino Real sides of the project where there are commercial storefronts and entries. Such recesses appear feasible.
- 3. Given the more traditional emphasis in the architecture, particularly on the residential building, the more decorative picket profiles at metal railings as shown on the materials board photograph would be preferred to the straight metal pickets shown on some details.
- 4. Given the important character defining emphasis on building detailing in Spanish Revival architecture, it

- would be important to closely monitor construction details on the building permit plans and verify that they closely follow the conceptual details in appearance. Conditions and/or plan set revisions may be added to accomplish this.
- 5. For windows on the residential building indicated as TBD on the plans, brown, bronze, burnt red, light blue or green would be colors common to and fitting the Spanish Revival style well. These or similar colors should be used. White or beige color windows would not fit the style well nor provide the stylistic contrast seen between wall and window color.
- 6. Colors for painted metal railings and re-sawn wood (posts/brackets/beams/rafters at balconies and eaves) should be consistent for the building design and style.
- 7. More information should be provided on paving materials and color. Pavers within the project site (i.e. not public sidewalks) should vary in finish and color from standard concrete and use more than one color and finish for variety and to make patterns shown on the plans stand out.
- 8. Larger more Spanish Revival styled wall mounted fixtures may be recommended for main building entries with more modestly sized fixtures at other storefront adjacent locations as shown on the lighting plan. The fixtures need not be highly ornate but should be closer to the Spanish Revival building style since attached to the structure. (Note: this recommendation does not relate to the smaller wall washing sconces).

# Parking and circulation

#### Vehicular

The majority of the parking would be provided in a two-level underground garage. The garage would have one access ramp from El Camino Real, and two from Garwood Way. The garage would have certain areas restricted to residential parking, but the overall garage circulation would allow vehicles to enter or exit from the garage using any of the access ramps. The garage would be open during normal business hours, but could be gated at other times. Any such gates would be located 20 feet from the adjacent sidewalks, allowing for multiple cars to stack up without blocking the clear walking zones. A small surface parking lot would also be provided for the office uses, along Garwood Way at the northeast corner of the site. Pedestrian access to the garage levels would be provided by elevators and stairs integrated into all of the buildings, as well as by independent and open stairways at the Garwood/Oak Grove Plaza and the Central Plaza.

For projects in the Specific Plan area, off-street parking should be provided at the rates specified in Table F2, although the Plan allows for mixed-use projects to submit a shared parking study to result in parking rates that more accurately reflect such projects' parking demand. The applicant has submitted a shared parking study, approved by the Transportation Division, which justifies the proposed 991-space parking requirement. The study accounted for the fact that a certain number of residential spaces would be gated and not accessible by other users.

New public parking would be provided along Garwood Way, as well as in a small "bulb" that would result from the street alignment meeting Merrill Street. These spaces would be time-limited as shown on Sheet TM-14.1, but would not be explicitly restricted for residents or users of the project site. These spaces are not counted in the development's off-street parking requirement. On October 12, 2016, the Transportation Commission reviewed and recommended approval of the proposed on-street parking time restrictions. The on-street parking spaces on the existing portion of Garwood Way would remain dedicated for the use of the Marriott Residence Inn (MRI) at 555 Glenwood Avenue, per that project's approved license agreement. To the extent that the applicant may need to temporarily affect those spaces for utility improvements or other construction, the applicant would be required to provide temporary parking for MRI.

#### **Bicycle**

The project would provide required bicycle parking in both short-term and long-term configurations. Short-term bicycle parking would be provided via racks in the public right-of-way. Long-term bicycle parking would be located on the upper garage level, with access provided both by the garage ramps as well as the elevators and stairs. Similar to vehicular parking, covered bicycle parking is exempt from FAR calculations. The commercial bicycle parking area would include changing and shower rooms, which would allow commuters to clean up and change clothes, helping encourage bicycling as a transportation option.

The project would implement bicycle facilities on Garwood Way and Oak Grove Avenue. Specifically, Garwood Way would become a Class III bicycle route, designated by signage and "sharrow" markings on the pavement. Oak Grove Avenue would receive Class II bicycle lanes, although the precise configuration could vary, as shown on Sheet TM-6.1. As part of its October 12, 2016 review, the Transportation Commission recommended that the existing curb line be maintained, and on-street parking in front of the project site be removed ("Alternative Proposal"), in order to limit conflicts between bicycles and parked cars on that side of the street. If the Transportation Commission's recommendation is followed, no changes to the buildings would be required, although the Oak Grove Avenue sidewalk would become larger than the minimum requirement since the curb line would not be moved. By contrast, the applicant is requesting that the curb line be moved, which would allow for parking to be retained while still implementing a bike lane and buffer ("Project Proposal"). The applicant stated to the Transportation Commission that these on-street parking spaces, while small in number, are critical to the success of the community-serving uses as "teaser" parking that encourages customers to venture to the site. The Planning Commission may wish to make a recommendation to the City Council on this topic.

#### Pedestrian

The project would include significant improvements to the pedestrian environment on all of its frontages. Along El Camino Real, the project would implement a 15-foot wide sidewalk. This sidewalk would consist of a five-foot furnishings zone along the curb (featuring elements such as street trees and other landscaping, bicycle racks, benches, and street lights) and a 10-foot clear walking zone next to the buildings. Along Oak Grove Avenue and Garwood Way, similar sidewalks with a four-foot furnishings zone and eight-foot clear walking zone would be constructed with the project.

As specified by Chapter D (Public Space) of the Specific Plan, all pathways would be continuous and direct, and would be designed with pedestrian safety and comfort in mind. For the portions of sidewalk that would extend onto the subject property, a Public Access Easement (PAE) would be dedicated with the Final Map.

Pedestrian access would also be generally allowed through the central axis of the property during normal business hours. However, as noted in the project description letter, this area could be closed at certain times for private events associated with the tenants.

# Open space, trees and landscaping

# Open space

The project would significantly exceed the ECR NE-R minimum open space requirement of 20 percent of the lot, with approximately 47 percent proposed. Most of the open space would be met at ground level through the sidewalks, public/semi-public plaza areas, private courtyards, and other landscaped areas. Many of the residential balconies would also count toward this total, as permitted by the Specific Plan to encourage the provision of usable private open space.

#### Heritage Tree Removals

The applicant has submitted an arborist report prepared by SBCA Tree Consulting (Attachment L), evaluating all trees on and near the subject property, including 59 heritage trees. All of the on-site trees are proposed for removal due to the comprehensive nature of the development, with an underground parking garage that spans most of the project site. In addition, trees along the existing portion of Garwood Way and the street extension are proposed for removal, in order to build this new transportation connection, which would include a bicycle route and stormwater treatment area. Likewise, eight street trees on the El Camino Real and Oak Grove Avenue frontages are proposed for removal for new driveway and curb improvements, as well as to create a new comprehensive landscaping aesthetic.

#### Municipal Code requirements

Section 13.24.040 of Menlo Park's Heritage Tree Ordinance, requires consideration of the following eight factors when determining whether there is good cause for permitting removal of a heritage tree:

- 1. The condition of the tree or trees with respect to disease, danger of falling, proximity to existing or proposed structures and interference with utility services;
- 2. The necessity to remove the tree or trees in order to construct proposed improvements to the property;
- 3. The topography of the land and the effect of the removal of the tree on erosion, soil retention and diversion or increased flow of surface waters;
- 4. The long-term value of the species under consideration, particularly lifespan and growth rate;
- 5. The ecological value of the tree or group of trees, such as food, nesting, habitat, protection and shade for wildlife or other plant species:
- 6. The number, size, species, age distribution and location of existing trees in the area and the effect the removal would have upon shade, privacy impact and scenic beauty;
- 7. The number of trees the particular parcel can adequately support according to good arboricultural practices;
- 8. The availability of reasonable and feasible alternatives that would allow for the preservation of the tree(s).

# City Arborist review

The City Arborist coordinated for an independent consulting arborist, Fujitrees Consulting, to review the applicant's arborist report, conduct a site visit to independently evaluate the health and condition of the heritage trees proposed for removal, and provide recommendations. This independent evaluation, which has been reviewed and approved by the City Arborist, is included as Attachment M.

The consulting arborist recommends approval of the requested removals in recognition of factors #1 (tree condition/health), #2 (construction conflicts), and #4 (long-term species value). In particular, the majority of the heritage tree removals (59 percent) would be Chinese trees of heaven, which are multi-stem trees that were not deliberately planted and which have limited long-term value. In addition, as previously noted, the heritage trees conflict with the proposed comprehensive redevelopment of this site, which includes the construction of a new street that would serve in part as a bicycle connection, as well as a stormwater treatment area to filter the runoff from this roadway.

As part of the consulting arborist's review, Tree #12, a large redwood tree at the front-left portion of the El Camino Real frontage, was determined to be at high risk, as it exhibits "significant branch dieback with a slight trunk lean toward the roadway". The City has concurred that the tree should be removed as soon as possible and issued an immediate removal authorization. This tree was removed in early September 2016.

The consulting arborist also recommended reconsideration of Tree #13.1 (Holly oak) and Tree #36 (Canary Island palm). The applicant subsequently reviewed both and confirmed that Tree #13.1 would conflict with the proposed El Camino Real sidewalk, and also noted that holly oaks are not native to California, and as such are not protected by the Heritage Tree Ordinance's provisions regarding native oaks. Tree #36 was likewise determined to conflict with the proposed new sidewalk along this improved/extended Garwood Way. However, such palms are generally good candidates for transplanting, and the applicant has proposed to coordinate with J Arnaz Tree Movers to move it to an off-site location.

# Environmental Quality Commission review

On August 31, 2016, the Environmental Quality Commission (EQC) reviewed the proposed tree removals and a preliminary landscaping plan, and took the following action:

Motion and second (Marshall/Dickerson) to recommend approval of the Heritage Tree removal permits with the following recommendations (4-0-3) (Yayes: DeCardy, Dickerson, London, Marshall; Absent/Abstain: Bedwell, Martin, Smolke)

- Consider alternatives to preserve or relocate the nine native trees located on the back of the property;
   and
- 2. Revise the landscape plans to use as many California native plants and trees as possible.

Following the meeting, the applicant worked with staff to address the EQC's recommendation, and has submitted two memorandums in response (included together as Attachment N). On item #1, the applicant provided a memorandum dated November 7, 2016, which identifies and discusses the nine trees of focus. After reviewing the memorandum and conducting a supplemental field inspection, staff determined that six of the removals continued to be justified by a combination of poor tree quality/health and clear conflicts with the proposed construction. The conflicts include elements such as widened sidewalks, which are considered critical long-term improvements of the El Camino Real/Downtown Specific Plan. None of these trees are good candidates for relocation, due to health and/or size constraints.

However, for three of the trees (#29, 30, and 33), which initially appeared to have higher quality/health and potentially lesser conflicts with buildings and site improvements, staff asked the applicant for additional justification for the removals. In response, the applicant submitted a follow-up memorandum dated November 21, 2016, which provided greater clarity on the constraints presented by the proposed Garwood Way bioswales and associated retaining walls, a new 24-inch storm drain, the development's basement walls, and existing San Francisco Public Utilities Commission (SFPUC) pipeline and easement. After reviewing this memorandum, staff believes that the removals of these three trees are likewise justified.

On item #2, the applicant has worked closely with the City Arborist on revisions to the proposed landscaping plans, as discussed in the following section.

# Proposed landscaping

The proposed planting plans (Sheets L.1-0 through L-6.0) have been comprehensively revised to address the EQC's guidance and earlier suggestions from the City Arborist. The revisions significantly increase the number of California native trees, such as coast live oaks (including seven 48-inch box specimen plantings), big leaf maples, black oaks, Catalina ironwoods, California lilacs, and western redbuds.

Additional ornamental trees and low landscaping would be planted throughout the site. The project would be required to comply with the Water Efficient Landscaping Ordinance (WELO). The landscape palette generally would fit the site and building style well. The architectural use of palms would help define the

plaza, like a colonnade. Lower landscape such as shrubs and ground covers are not specified on the plans. Planting and irrigation intent statements are provided on L-1.0 that appear satisfactory in concept.

The City's heritage tree replacement guideline for commercial/mixed-use projects is to replace trees at a 2:1 level, although this can be adjusted at the City Arborist's discretion. The replacements have to be of a type that can grow to heritage-size. The applicant is proposing to provide 99 heritage tree replacements to compensate for the loss of the 59 heritage trees, which would represent a 1.7:1 replacement ratio. Seven of the replacements would be 48-inch-box specimen trees, as noted earlier, and the remaining 92 would be 24-inch-box trees, which would be a larger size than the typical minimum 15-gallon planting. The City Arborist recommends approval of this replanting ratio due to: 1) the fact that many of the existing heritage trees are Chinese trees of heaven, which have a relatively low value, 2) the larger size of the replacement trees, and 3) the need to maintain certain spacing standards for long-term tree health.

#### Plaza and park areas

The project would include several areas that would generally be accessible by the public, in particular the Oak Grove Plaza at the corner of Garwood Way and Oak Grove Avenue and the Office Plaza at the center of the site. However, these would not be fully-public areas covered by a public access easement or similar instrument, and public use could be restricted at times. The dog park and associated recreation areas would be covered by a public use agreement that more formally allow the public to access this area, while also setting up certain usage rules that could be enforced by the property management. The usage rules would be consistent between the general public and the occupants of the project.

Landscape structures include trellises, re-circulating water features at the residential entry plaza and office plaza, raised planters, and benches, seating and tables. Paved areas are shown with patterns on the landscape plans. The color and finish of the paving is not noted on the plans, but the applicant's project description indicates the central plaza would have decorative pavers. Overall, landscape and hardscape areas appear well balanced for the size of spaces, and the landscape structures would add to the ambiance and utility of the open spaces.

#### Tentative Map

The applicant is requesting approval of a Tentative Map (TM sheets included in plan set), which would enable the following actions:

- 1. Merge all existing parcels and create one private parcel and two public right-of-way parcels;
- 2. Abandon Derry Lane and a portion of the existing Garwood Way right-of-way;
- 3. Abandon and dedicate a number of public access, public utility, and emergency access easements;
- 4. Dedicate a new public street extension of Garwood Way; and
- 5. Allow for a four-unit commercial condominium, consisting of one podium/parking garage parcel, two office building parcels, and one apartment building parcel.

As shown on Sheets TM-5 through TM-5.3, the current lot size is 7.12 acres, and full dedication of the adopted Garwood Way and Oak Grove Avenue plan lines would result in a net lot area of 6.44 acres. However, because the adopted Garwood Way plan line would result in a slight misalignment with Merrill Street, across Oak Grove Avenue, staff requested that the applicant adjust the street for safety. This alignment with Merrill Street would help regularize vehicle movements at this location, as well as provide a greater buffer between the intersection and the Caltrain tracks. However, this would result in a reduced lot size of 6.37 acres. In response, the applicant is proposing that the Oak Grove Avenue plan line not be dedicated, a five-foot portion of the Garwood Way plan line also not be dedicated, and a five-foot portion of the existing Garwood Way public right-of-way be vacated. All of these zones would be used as sidewalk

and landscaping areas and would be protected by public access easements, so staff believes the public experience would be equivalent to them being fully dedicated. These adjustments would bring the total lot area back to 6.43 acres, so that the project would not be penalized for the safety-related street adjustment.

The potential condominium subdivision would allow the entire residential building to be located on its own parcel, but it would not allow the individual residential units to be bought or sold independently. All of the residential units would remain rental apartments. As a result, the Recreation In-Lieu Fee, which is based on residential subdivisions, would not apply, unless a future unit-based subdivision is proposed in the future.

The Garwood Way extension would be built across an existing water pipeline and associated easement owned by the San Francisco Public Utilities Commission (SFPUC). The applicant would be responsible for obtaining all necessary SFPUC approvals as part of the project. Per preliminary SFPUC direction to provide additional cover, the plans show the grade of Garwood Way being raised several feet. However, this and other site regrading does not affect the buildings' height measurement, which is based on average existing grade (see TM-3.1).

# Trash and recycling

The development would have trash rooms located on the first level of the basement garage, as well as on the upper levels of the residential building. Building management would take the trash and recycling to an enclosure at the back-left corner of the property, where compaction and collection would take place. This trash enclosure would be located close to the garbage/service area of the adjacent neighbor, Marriott Residence Inn, helping consolidate this use. The plans have been reviewed and tentatively approved by the City's refuse collector, Recology.

# Signage

Under the current Sign Ordinance, the property would be allowed a total signage area of 100 square feet on El Camino Real, and 50 square feet each on Oak Grove Avenue and Garwood Way. Given the length of the frontages, these areas would likely be disproportionally small relative to the building, and could negatively affect the vibrancy of the community-serving uses in particular. During the last review of the Specific Plan, staff identified this as a potential issue for the subject property as well as the Middle Plaza (500 El Camino Real) parcel, and the City Council directed that revisions be pursued to allow larger Specific Plan projects to receive larger signage allocations, subject to discretionary review. The drafting of these Sign Ordinance and/or Specific Plan changes has been delayed, but it is now underway with an expected action in early 2017. In the meantime, the applicant has started working on a draft master sign plan, and intends to apply for such consideration when it is permitted.

# Below Market Rate (BMR) Housing

The applicant is required to comply with Chapter 16.96 of City's Municipal Code, ("BMR Ordinance"), and with the BMR Housing Program Guidelines adopted by the City Council to implement the BMR Ordinance ("BMR Guidelines"), as the commercial portion of the project would exceed 10,000 square feet in gross floor area. The residential portion of the project itself does not create any BMR requirement, due to the fact that it would be rental housing, and the City does not currently have any enforceable BMR requirements for rental residential projects, based on a court case.

Specifically, the BMR requirement from the commercial portion of the project would be 9.9 BMR units. The proposal has always included the provision of 10 BMR units, in order to address this requirement. On March 2, 2016, the Housing Commission reviewed this proposal and recommended approval.

Following the Housing Commission's review, the Development Agreement negotiations resulted in a revised BMR proposal of 20 units, as discussed in the following section. Because the revised proposal represents an enhancement of what the Housing Commission approved, staff believes it remains in compliance with their recommendation.

# Public Benefit Bonus and Development Agreement

The permitted Floor Area Ratio (FAR) in the ECR NE-R District is 1.10, but with a Public Benefit Bonus the FAR can increase to 1.50. In either scenario, non-medical office is limited to no more than one-half the maximum FAR. Similarly, the maximum height in the ECR NE-R district is 38 feet, although 48 feet is permitted with a Public Benefit Bonus. The project is proposed at the maximum FAR and height as permitted with a Public Benefit Bonus.

Public Benefit Bonus proposals require study sessions with the Planning Commission, with additional City Council review recommended for larger projects. Such study sessions are informed by independent fiscal/economic review. For the subject proposal, the City's independent consultant, BAE, determined that development of the project would create approximately \$6,300,000 in additional project value compared to a likely Base-level project alternative.

# Initial Public Benefit proposal

The initial Public Benefit proposed by the applicant took the form of a cash contribution to the pending El Camino Real/Downtown Specific Plan Public Amenity Fund, in the amount of \$2,100,000, which would represent one-third of the projected value increase by going to the Public Benefit Bonus level. The applicant requested that this be memorialized through a Development Agreement, in order to document the project's contribution and vest any project entitlements ultimately approved by the City.

#### Planning Commission review

On March 21, 2016, the Planning Commission considered this topic in a study session. The Commission did not take any action, but provided individual comments for the consideration of the applicant and staff. From staff's perspective, the Commissioners generally appeared to consider the proposal favorably, with some individual caveats including an encouragement of additional BMR units and a request that any financial contribution from the applicant be used toward public improvements in the Specific Plan area.

# City Council review

On July 19, 2016, the City Council appointed Council Members Carlton and Ohtaki to a subcommittee charged with providing input to a City negotiating team for the proposed Development Agreement. Following that appointment, City staff, including the City Manager, Assistant City Manager, and Contract City Attorney, met with the Council Subcommittee to determine the key parameters for the negotiation of public benefits as part of the Development Agreement. Subsequently, staff negotiated with Greenheart and consulted with the Council Subcommittee. On September 13, the City Council unanimously approved a Development Agreement Term Sheet, which outlined the key parameters that have since been further fleshed out in the draft Development Agreement.

# **Draft Development Agreement**

A Development Agreement is a contract between the City of Menlo Park and a project sponsor that delineates the terms and conditions of a proposed development project. A Development Agreement allows a project sponsor, in this case Greenheart, to secure vested rights, and it allows the City to secure certain benefits that it might not otherwise be entitled to obtain. The City Council is not obligated to approve a Development Agreement, but if the City Council does want to approve a Development Agreement, the

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terms of the Development Agreement need to be acceptable to both parties; one party cannot impose terms on the other party.

When considering the terms of the draft Development Agreement, it is important to remember that it reflects a negotiated package and any one aspect cannot be viewed in isolation. The key elements of the proposed draft Development Agreement can be summarized as follows:

#### Cash Contribution

The initial proposal to provide a \$2,100,000 cash contribution to the El Camino Real/Downtown Specific Plan Public Amenity Fund has not changed. These funds would be available to support transportation, public space, or similar improvements in the Specific Plan area.

#### Affordable Units

The project is required by the current BMR requirements to provide 10 BMR units that are affordable to individuals at the low-income level, as designated for San Mateo County. The applicant initially proposed that this requirement be met by a combination of five large one-bedroom units and five two-bedroom units. The proposal has been revised to consist of eight small one-bedroom units, three large one-bedroom units, and three two-bedroom units, which is a total of 14 BMR units, all at the low-income level.

In addition, the applicant is proposing to designate six additional small one-bedroom units as "workforce" housing. These units would be leased at rents affordable for persons at 100 percent of median income, with eligibility to include persons up to moderate (120 percent of median) income. Workforce housing is not a formal designation under the City's current BMR program, but it would represent one way to provide housing that is affordable to community members such as teachers and other public employees.

The revised total number of 20 affordable units would represent over 10 percent of the total residential units proposed as part of the project.

#### Sales Tax

The project would include 18,600 and 29,000 square feet of community-serving uses, which include retail, personal service, and similar active uses. These would be located on the ground floor of both the El Camino Real and Oak Grove Avenue buildings, helping enliven those frontages. In order to ensure that these tenant spaces are occupied by a healthy mix of retail tenants, the applicant is guaranteeing \$83,700 in sales tax per year. This guarantee would commence two years after the final building is occupied, in order to allow for initial leasing to be completed, and would be adjusted yearly by the area CPI (Consumer Price Index). The \$83,700 guarantee is based on the minimum 18,600 square feet generating an average City sales tax of \$4.50/square foot, which staff believes represents what a typical mix of restaurants, retail, personal services, and similar uses should generate at this location.

#### Marketing to Incubator/Accelerator/Co-Working Tenants.

The applicant would market the office space to incubator/accelerator/co-working entities, which could help the City attract more innovative businesses. This marketing obligation would not apply if the entire office space is rented to a single tenant.

#### Dog Park

The project initially included a bocce court area along the Garwood Way frontage. The applicant is proposing to replace these features with a fenced dog park, which would likely be of greater public use.

# Assurances Regarding New City Fees.

Similar to provisions included in previous development agreements, the City agrees to provide Greenheart assurances as to certain changes in fees and applicable laws, in exchange for the negotiated benefits. The Project will not be subject to any new impact fees, including BMR fees, or any equivalent in-kind obligation, for a three-year period. The applicant can pay a fee to the City to obtain up to two annual extensions. The assurances regarding no imposition of new fees shall not limit the City from imposing increases to existing City and Specific Plan Area impact fees.

#### Building Permits.

The building code provisions that are applicable to the first building permit shall be applicable to the remaining building permits, as long as substantial time hasn't passed between the permits. This would allow the multi-phase construction project to be conducted under a consistent building code review process.

#### Term of the Development Agreement.

The Term shall be 10 years, with the understanding that the BMR units will be subject to a separate agreement with a 55-year term.

#### Correspondence

Staff has received 15 letters regarding the project since the Planning Commission public hearing was scheduled (Attachment O). Fourteen of these letters are strongly supportive, citing positive aspects such as the redevelopment of an underutilized site in proximity to transit/services, an increase in downtown vitality, the provision of new community-serving uses, the project's sustainability features, and the development of residential uses in general. The one negative letter states concerns about potential conflicts between the project and the possible future grade separation of the Caltrain tracks.

#### Conclusion

Staff believes that the proposal would represent a balanced mixed-use project, with similar proportions of residential and office uses, along with more active community-serving uses along both of the two main project frontages. The architectural approach would be thoughtful and well-executed with quality materials and detailing, and would address relevant Specific Plan standards and guidelines. The heritage tree removals would be justified the trees' condition, health, and long-term species value, as well as by construction conflicts. The replacement plantings would emphasize California native species, and would include larger plantings that would help justify a 1.7-to-one replacement ratio. The Tentative Map would allow for the comprehensive redevelopment of the project site, while also dedicating of a new roadway and public access easements. The BMR Agreement would address the project's 10-unit BMR requirement, and provide an additional 10 affordable units as a public benefit. The Development Agreement would document the BMR units and other benefits, including a \$2,100,000 cash contribution to be used for public improvements in the Specific Plan area. The project's impacts have been fully considered as part of the Final EIR, and relevant mitigation measures have been incorporated into the Mitigation Monitoring and Reporting Program (MMRP). Staff recommends that the Planning Commission recommend that the City Council approve the project per the actions listed in Attachment A.

#### **Impact on City Resources**

The project sponsor is required to pay Planning, Building and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project. In addition, the proposed development would be subject to payment of Transportation Impact Fee (TIF), Specific Plan

Transportation Infrastructure Proportionate Cost-Sharing Fee, and the El Camino Real/Downtown Specific Plan Preparation Fee. These required fees were established to account for projects' proportionate obligations. As noted in the Development Agreement section, the project would also include a \$2,100,000 cash contribution, which could be used for public improvements in the Specific Plan area.

#### **Environmental Review**

The Specific Plan process included detailed review of projected environmental impacts through a program Environmental Impact Report (EIR), as required by the California Environmental Quality Act (CEQA). In compliance with CEQA requirements, the Draft EIR was released in April 2011, with a public comment period that closed in June 2011. The Final EIR, incorporating responses to Draft EIR comments, as well as text changes to parts of the Draft EIR itself, was released in April 2012, and certified along with the final Plan approvals in June 2012.

As specified in the Specific Plan EIR and the CEQA Guidelines, program EIRs provide the initial framework for review of discrete projects. Most project proposals under the Specific Plan are anticipated to be fully addressed as part of the Specific Plan EIR. However, for the proposed project, staff and an independent CEQA consulting firm (ICF International, with support from W-Trans, a transportation analysis subconsultant) determined that a project-level EIR was required to examine specific impacts not addressed in the Specific Plan EIR. The specific type of project-level EIR required for the project is defined by Senate Bill (SB) 226 as an "Infill EIR," as the project meets relevant criteria defined by that legislation, as discussed in the Infill EIR itself. Since this determination, the project's CEQA review has proceeded as follows:

Date	Milestone	Hearing Body
6/17/14	EIR Process Information Item	City Council
7/13/14	Notice of Preparation (NOP) Issuance	n/a
8/4/14	EIR Scoping Session (held in conjunction with	Planning Commission
	general project Study Session)	
8/13/14	NOP Comment Deadline	n/a
9/9/14	Environmental Impact Report (EIR) Contract	City Council
	Approval	
2/24/15	EIR Status Update	City Council
3/17/16	Notice of Availability of Draft EIR	n/a
3/18/16	Draft Infill EIR Review Period Start	n/a
3/21/16	Draft Infill EIR Public Hearing	Planning Commission
4/4/16	Draft Infill EIR Review Period End	n/a
5:30 p.m.		
12/1/16	Final Infill EIR Review Period Start	n/a
12/12/16	Public Hearing for Recommendations on All	Planning Commission
	Project Actions Including Final Infill EIR	
TBD 2017	Public Hearing for All Project Actions	City Council
	Including Final Infill EIR	

#### Draft Infill EIR

The Draft Infill EIR analyzes the following four topic areas:

- Air Quality (construction)
- Hazards and Hazardous Materials
- Noise (traffic noise)

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#### Transportation/Traffic

Other environmental analysis areas were found to have been adequately addressed in the Specific Plan EIR. The Infill Environmental Checklist is included as an appendix to the Draft Infill EIR, and it explains in detail how the project is consistent with the Specific Plan EIR and creates no new significant impacts for the topic categories not analyzed in the Draft Infill EIR (e.g., Biological Resources, Hydrology/Water Quality).

The Draft Infill EIR determined that impacts would be less than significant, or less than significant with mitigation, for the following categories:

- Air Quality (construction)
- · Hazards and Hazardous Materials
- Noise (traffic noise)

For Traffic/Transportation, the Draft Infill EIR determined that impacts on pedestrian and bicycle facilities, and transit facilities would be less than significant, or less than significant with mitigation. However, the following transportation/traffic impacts have been determined to be potentially significant. Mitigations have been specified for most intersections/segments/routes, but except as noted by "LTS/M" (less than significant with mitigation), the impacts below are considered significant and unavoidable due to factors such as the need to acquire additional rights-of-way, violation of existing policies, or a location outside of the City's jurisdiction. Since the commercial uses could vary somewhat in proportion, the Draft Infill EIR considered the most-intense scenario with regard to traffic analysis, to ensure that the analysis was conservative and accurate.

- Impacts on Intersections
  - Near-Term 2020 plus-Project Conditions (TRA-1)
    - #3. Middlefield Road/Glenwood Avenue-Linden Avenue
    - #11. Ravenswood Avenue/Laurel Street [LTS/M]
    - #13. Oak Grove Avenue/Alma Street
    - #15. Oak Grove Avenue/Derry Lane (Garwood Way)-Merrill Street
    - #20. El Camino Real/Ravenswood Avenue-Menlo Avenue
  - Cumulative 2040 plus-Project Conditions (C-TRA-4)
    - #2. Middlefield Road/Encinal Avenue
    - #3. Middlefield Road/Glenwood Avenue-Linden Avenue
    - #5. Middlefield Road/Ravenswood Avenue
    - #7. Middlefield Road/Willow Road
    - #9. Laurel Street/Glenwood Avenue
    - #11. Ravenswood Avenue/Laurel Street
    - #13. Oak Grove Avenue/Alma Street
    - #15. Oak Grove Avenue/Derry Lane (Garwood Way)-Merrill Street
    - #17. El Camino Real/Glenwood Avenue-Valparaiso Avenue
    - #18. El Camino Real/Oak Grove Avenue
    - #20. El Camino Real/Ravenswood Avenue-Menlo Avenue
    - #25. Oak Grove Avenue/University Drive [LTS/M]
    - #26. Santa Cruz Avenue/University Drive (N) [LTS/M]
- Impacts on Roadway Segments

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- Near-Term 2020 plus-Project Conditions (TRA-2)
  - #5. Ravenswood Avenue between Laurel Street and Middlefield Road
  - #10. Oak Grove Avenue west of Laurel Street
  - #11. Oak Grove Avenue east of Laurel Street
  - #13. Garwood Way south of Glenwood Avenue
- Cumulative 2040 plus-Project Conditions (C-TRA-5)
  - #5. Ravenswood Avenue between Laurel Street and Middlefield Road
  - #10. Oak Grove Avenue between El Camino Real and Laurel Street
  - #11. Oak Grove Avenue between Laurel Street and Middlefield Road
  - #13. Garwood Way between Glenwood Avenue and Oak Grove Avenue
- Impacts on Routes of Regional Significance
  - Near-Term 2020 plus-Project Conditions (TRA-3)
    - Willow Road US 101 to Bayfront Expressway (northbound)
    - Willow Road Bayfront Expressway (southbound)
    - Bayfront Expressway University Avenue to Willow Road (westbound)
    - Bayfront Expressway Willow Road to University Avenue (eastbound)
  - Cumulative 2040 plus-Project Conditions (TRA-6)
    - Willow Road US 101 to Bayfront Expressway (northbound)
    - Willow Road Bayfront Expressway (southbound)
    - Bayfront Expressway University Avenue to Willow Road (westbound)
    - Bayfront Expressway Willow Road to University Avenue (eastbound)
- Impacts on Railroad Crossings (TRA-10)

Partial mitigations are included for the construction of bicycle improvements (Class II bicycle lanes on portions of Oak Grove Avenue and Class III bicycle route on Garwood Way), implementation of a Transportation Demand Management (TDM) plan, and maintenance/improvement of railroad "keep clear" zones. These would be project requirements. However, these mitigations are not projected to fully mitigate any impacts.

# Final Infill EIR

The Final Infill EIR, included as a hyperlink as Attachment P, includes the Response to Comments to all the written comments received prior to the deadline and verbal testimony provided at the Planning Commission public hearing on the Draft Infill EIR, and changes to the document to reflect any needed modifications. The comments on the Draft Infill EIR did not result in any impacts not previously identified. Therefore any changes to the text of the Final Infill EIR were limited to corrections and clarifications that do not alter the environmental analysis. The Final Infill EIR is available on the project web page, as well as City Hall and the Main Library.

# Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (MMRP)

As part of its consideration of the merits of the project, the Planning Commission and City Council will need to review and consider the Statement of Overriding Considerations (SOC) along with the Mitigation Monitoring and Reporting Program (MMRP). The draft resolution for the SOC, including the MMRP, is included as part of Attachment B. The Planning Commission is a recommending body on the adoption of the EIR, the SOC, and the MMRP. The draft SOC outlines the following public benefits of the project, inclusive of the benefits derived from the Development Agreement: economic benefits, social benefits, transportation and infrastructure benefits, housing benefits, local community benefits, and region-wide or

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Statewide benefits. The SOC identifies specific benefits within each category in more detail. The MMRP includes the feasible mitigation measures identified in the EIR. This Mitigation Monitoring and Reporting Program (MMRP) is designed to aid the City of Menlo Park in its implementation and monitoring of measures adopted from the certified EIR. The draft MMRP is included in Attachment U. The MMRP would be incorporated into the CDP as part of the project specific conditions of approval for the project.

# Specific Plan Maximum Allowable Development

Per Section G.3, the Specific Plan establishes the maximum allowable net new development as follows:

Residential uses: 680 units; and

Non-residential uses, including retail, office and hotel: 474,000 square feet.

These totals are intended to reflect likely development throughout the Specific Plan area, in excess of certain development projects that were already in the pipeline at the point the Specific Plan Program EIR was commenced (subject to those projects receiving their own independent approvals). As noted in the Plan, development in excess of these thresholds will require amending the Specific Plan and conducting additional environmental review.

Uses that were active on the project site at the commencement of the environmental review are deducted from the project's share of the Maximum Allowable Development. In addition, because the project site includes the parcels that were part of the earlier development proposal from SHP Los Altos, LLC, which was fully approved with CEQA clearance, and because the applicant submitted this development proposal while that project's approval was still valid, the SHP Los Altos, LLC's project's non-residential square footage is deducted from the current total. By contrast, while the project site includes the parcels that were part of the separate project from O'Brien at Derry Lane, LLC, that project never received full approvals, and as such its proposed residential units and non-commercial square footage are not deducted from the current project's total.

If the project is approved and implemented, the Specific Plan Maximum Allowable Development would be revised to account for the net changes as follows:

	Dwelling Units	Commercial Square Footage
Existing	0	10,000
SHP Los Altos, LLC Approved/Certified Project	0	110,065
Proposed	183	220,399
Net Change	183	100,334
% of Maximum Allowable Development	26.9%	23.3%

#### **Public Notice**

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a 300-foot radius of the subject property. Notice of the Final Infill EIR's availability and the holding of this public hearing was also provided to agencies and jurisdictions of interest (e.g., Caltrans, Town of Atherton, etc.), and to anyone who commented on the Draft Infill EIR. Email updates were also provided to a list of individuals interested in development projects in the Specific Plan area.

#### **Attachments**

- A. Recommended Actions
- B. Draft Resolution Adopting Findings Required by the California Environmental Quality Act, Including a Statement of Overriding Considerations, Adopting a Mitigation Monitoring and Reporting Program, and Certifying the Final Infill Environmental Impact Report
- C. Draft Resolution Approving the Findings and Conditions for Architectural Control, Use Permit, and Tentative Map
- D. Draft Resolution Approving the Heritage Tree Removal Permits
- E. Draft Resolution Approving the BMR Agreement
- F. Draft Ordinance Approving the Development Agreement
- G. Location Map
- H. Project Plans, dated December 1, 2016
- I. Project Description Letter
- J. Standards and Guidelines Project Compliance Worksheet
- K. Lighting Plans
- L. Arborist Report
- M. Consulting Arborist Peer Review and Recommendations
- N. Garwood Way Tree Memorandums
- O. Correspondence
- P. Hyperlink: Station 1300 Final Infill EIR http://www.menlopark.org/DocumentCenter/View/12432

#### **Disclaimer**

Attached are reduced versions of maps and diagrams submitted by the applicants. The accuracy of the information in these drawings is the responsibility of the applicants, and verification of the accuracy by City Staff is not always possible. The original full-scale maps, drawings and exhibits are available for public viewing at the Community Development Department.

#### **Exhibits to Be Provided at Meeting**

Color and Materials Boards

Report prepared by: Thomas Rogers, Principal Planner

Report reviewed by:

Arlinda Heineck, Community Development Director

# Attachment A Recommended Actions 1300 El Camino Real Project (1258-1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane)

# **Environmental Review**

 Adopt a Resolution of the City Council of the City of Menlo Park Adopting Findings Required by the California Environmental Quality Act, Including a Statement of Overriding Considerations, Adopting a Mitigation Monitoring and Reporting Program, and Certifying the Final Infill Environmental Impact Report for the 1300 El Camino Real Project, Located at 1258-1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane (Attachment B)

# <u>Architectural Control, Use Permit, and Tentative Map</u>

 Adopt a Resolution of the City Council of the City of Menlo Park Approving Findings and Conditions for the Architectural Control, Use Permit, and Tentative Map for the 1300 El Camino Real Project located at 1258-1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane (Attachment C)

# **Heritage Tree Removal Permits**

 Adopt a Resolution of the City Council of the City of Menlo Park Approving the Heritage Tree Removal Permits for the 1300 El Camino Real Project, located at 1258-1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane (Attachment D)

# **Below Market Rate (BMR) Housing Agreement**

 Adopt a Resolution Approving a Below Market Rate Housing Agreement with Real Social Good Investments, LLC for the 1300 El Camino Real Project, located at 1258-1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane (Attachment E)

# **Development Agreement**

5. Introduce an Ordinance of the City Council of the City of Menlo Park Approving the Development Agreement with Real Social Good Investments, LLC for for the 1300 El Camino Real Project, located at 1258-1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane (Attachment F)

Resolution No. XXX

DRAFT - Decembe	r 12,	2016
RESOLUTION NO.		

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK ADOPTING FINDINGS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING A STATEMENT OF OVERRIDING CONSIDERATIONS; ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM; AND CERTIFYING THE FINAL INFILL ENVIRONMENTAL IMPACT REPORT FOR THE 1300 EL CAMINO REAL PROJECT LOCATED AT 1258-1300 EL CAMINO REAL, 550-580 OAK GROVE AVENUE, AND 540-570 DERRY LANE

WHEREAS, Greenheart Land Company ("Project Sponsor") submitted an application to construct an infill project of approximately 420,000 square feet (sf) of mixed uses within three buildings (the "Project") in the City of Menlo Park ("City"); and

WHEREAS, the City released a Notice of Preparation ("NOP") and an Infill Environmental Checklist for the Project on July 14, 2014 for a 30-day public review period. The Infill Environmental Checklist determined that an Infill Environmental Impact Report ("Infill EIR") was required for the Project. The City held a public scoping meeting on August 4, 2014 before the City's Planning Commission. Comments received by the City on the NOP and at the public scoping meeting were taken into account during preparation of the Draft Infill EIR; and

WHEREAS, the Draft Infill EIR and a Notice of Availability were released on February 18, 2016 for a 45-day review period that ended on April 4, 2016. The public review period included one Planning Commission public hearing on March 21, 2016. Comments on the Draft Infill EIR were received from 3 public agencies, 4 organizations, and 11 individuals. On December 1, 2016, the City published a Final Infill EIR document that includes responses to comments. The Draft Infill EIR and the Final Infill EIR document together constitute the Final Infill EIR; and

WHEREAS, the California Environmental Quality Act ("CEQA", Pub. Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project's environmental impacts and mitigation measures that, in the City's view, justify approval of the Project; and

**WHEREAS,** all required public notices and public hearings were duly given and held according to law; and

**WHEREAS,** a duly and properly noticed public hearing was held before the City Planning Commission on December 12, 2016; and

**WHEREAS,** the City Planning Commission having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to recommend to the City Council to make the findings and take the actions required by CEQA with respect to the Infill EIR and the Mitigation Monitoring and Reporting Program; and

**WHEREAS,** a duly and properly noticed public hearing was held before the City Council on \_\_\_\_\_, 2017; and

**WHEREAS,** the City Council having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to make the findings and take the actions required by CEQA with respect to the Infill EIR and the Mitigation Monitoring and Reporting Program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Menlo Park hereby makes the following findings and takes the following actions with respect to the Final Infill EIR and the Mitigation Monitoring and Reporting Program prepared for the Project:

# I. <u>INTRODUCTION</u>

Greenheart Land Company (Project Sponsor) is proposing to redevelop 11 assessor's parcels of land between El Camino Real and the Caltrain right-of-way into a mixed-use development. The Project site includes property located at 1258-1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane in the City, totaling approximately 7.2 acres (the "Property") located with the area of the El Camino Real/Downtown Specific Plan (the "Specific Plan"). These parcels generally consist of vacant, previously developed land in the site's northern area and commercial buildings along Derry Lane and Oak Grove Avenue in the southern area.

The Property was the subject of two previous development proposals, one termed the Derry Lane site (3.5 acres) and the other the 1300 El Camino Real site (3.4 acres). These previous development proposals would have included development of residential, office, and community serving uses at the two project sites. Both of these proposals obtained environmental impact report (EIR) certification, although the Derry Lane site never received overall project approvals, having been subject to a referendum. The 1300 El Camino Real site's approvals were valid at the point of the Project Sponsor's submittal of this application.

The Project would demolish the existing structures in the southern portion of the site and construct approximately 420,000 square feet (sf) of mixed uses. In total, the Project would include three mixed-use buildings, a surface parking lot, an underground parking garage, onsite linkages, and landscaping. The uses at the Project site would include

approximately 188,900 to 199,300 sf of non-medical office space in two buildings, approximately 202,100 sf of residential space (up to 202 housing units) in one building, and up to 29,000 sf of community-serving space throughout the proposed office and residential buildings. The Project would provide approximately 1,000 parking spaces within parking garage and a surface parking lot. After street abandonment and dedication actions under the Project, the total site area would be approximately 6.4 acres.

The Property includes areas that were previously evaluated in the Derry Mixed-Use Development Project EIR (certified in 2006) and the 1300 EI Camino Real Sand Hill Project EIR (certified in 2009). However, since certification of these EIRs, the Property has been included in the EI Camino Real/Downtown Specific Plan EIR (certified in 2012). The previously proposed projects were analyzed as cumulative projects in the EIR, rather than as opportunity sites on which new development may occur. The analysis in the Specific Plan EIR considered the net new development of up to 680 housing units and approximately 474,000 sf of commercial uses within the Specific Plan area, which includes the EI Camino Real corridor, the Caltrain Station area, and the City's downtown core.

The Project requires the following City approvals:

- **Environmental Review.** This process includes certification of the environmental review and approval of the mitigation measures presented in this document.
- Approval of Public Benefit Bonus. The Planning Commission and City Council, concurrent with overall Project review, will review the proposed public benefits. If the decision-making body determines the public benefits are not sufficient, the Project would be required to be revised to the Base level standards.
- **Architectural Control Review.** Design review for compliance with Specific Plan standards and guidelines.
- Heritage Tree Removal Permits. A tree removal permit would be required for each Heritage Tree proposed for removal per Municipal Code Section 13.24.040.
- Below Market Rate Housing Agreement. A Below Market Rate Housing Agreement would be required for the Project's compliance with the City's Below Market Rate Housing Program, as outlined in Chapter 16.96 of the Municipal Code.
- Tentative Map. The map will merge existing parcels and create one private
  parcel (with a four-unit commercial condominium) and two public right-of-way
  parcels; dedicate a new public street extension of Garwood Way; abandon Derry
  Lane and a portion of the existing Garwood Way right-of-way; and
  abandon/dedicate public access and public utility easements;

- **Use Permit.** Outdoor seating associated with future restaurants would be allowed with a use permit.
- **Development Agreement.** This allows the project sponsor to secure vested rights to the above approvals of the Project, and for the City to secure public benefits, including a \$2.1 million cash contribution, additional affordable housing units, public access to a dog park, marketing of incubator space, and a sales tax guarantee.

# II. PROJECT OBJECTIVES

The City Council has determined that the Project has been designed to meet the following objectives:

- Develop a mixed-use, infill project on El Camino Real that is consistent with the goals and vision of the Specific Plan, which seeks to improve underutilized and vacant lots, focus high-density development in proximity to the train station, and enrich El Camino Real as a vibrant pedestrian and transit-oriented corridor.
- Redevelop underutilized parcels with an economically viable mixed-use project that includes multi-family residential, office, and community-serving uses.
- Provide a mix of uses that is close to transit and services, including transportation demand management amenities that reduce vehicle trips and promote walking, biking, carpooling, and transit use.
- Use green design practices and methods that promote energy efficiency and resource conservation.
- Create a mixed-use project that conforms to the design principles set forth in the Specific Plan and that respects the surrounding neighborhood through appropriate building height, siting, and massing.
- Provide new and diverse employment opportunities for City residents.
- Generate revenue for the City and other public entities.

# III. GENERAL FINDINGS AND OVERVIEW

#### A. Use of Infill EIR

The Project is an "infill project" as defined in CEQA Guidelines Section 15183.3(f)(1) because it is a residential, commercial, and retail project that meets the elitibility requirements of Guidelines section 15183.3(b). It is eligible for the streamlining procedures provided by Guidelines Section 15183.3 because it meets the standards of Guidelines Section 15183.3(b) in that it is located on a previously developed site; satisfies the performance standards provided in Appendix M, as demonstrated on pp. 1-4 and 1-5 of the Infill Environmental Checklist; and is consistent with the general use

designation, density, building intensity, and applicable policies specified for the Property in the adopted Sustainable Communities Strategy as follows: TBD.

Because the Project is an eligible infill project, it is exempt from CEQA if an impact was addressed as a significant effect in a prior EIR for a planning level decision or if uniformly applicable development standards or policies substantially mitigate any environmental effects site not analyzed in the previous EIR. The Property is within the Specific Plan area, and the environmental effects of development in the Specific Plan area were previously addressed in the certified EI Camino Real/Downtown Specific Plan EIR (the "Specific Plan EIR"). Therefore, the Infill Environmental Checklist was prepared to determine if potential impacts of the Project were addressed as a significant effect in the Specific Plan EIR and whether uniformly applicable development standards or policies would substantially mitigate any environmental effects site not analyzed in the previous EIR. As described in the Infill Environmental Checklist, all environmental effects were determined to have been adequately addressed in the Specific Plan EIR or to have been mitigated by uniformly applicable development standards except for Transportation/Traffic, Air Quality, Noise, and Hazards and Hazardous Materials, which have been evaluated in the Infill EIR.

### **B. Procedural Background**

Per Section 15183(d)(2)(C) of the CEQA Guidelines; if the infill project would result in new specific effects or more significant effects, and uniformly applicable development policies or standards would not substantially mitigate such effects, those effects are subject to CEQA. With respect to those effects that are subject to CEQA, the lead agency shall prepare an Infill EIR if the written checklist shows that the effects of the infill project would be potentially significant. As concluded in the Infill Environmental Checklist for the Project, the Project would have effects that either have not been analyzed in the prior Specific Plan EIR, or are more significant than described in the prior EIR.

The Infill Environmental Checklist and Notice of Preparation (NOP) for the Project were released on July 14, 2014, for a 30-day public review period. The NOP was sent to individuals, local interest groups, adjacent property owners, and responsible and trustee state and local agencies having jurisdiction over or interest in environmental resources and/or conditions in the vicinity of the Project site. The purpose of the NOP was to allow various private and public entities to transmit their concerns and comments on the scope and content of the Draft Infill EIR, focusing on specific information related to each individual's or group's interest or agency's statutory responsibility early in the environmental review process. A public scoping meeting was held on August 4, 2014, before the Planning Commission. The NOP noted that the Project may have a significant effect on the environment and that an EIR would be prepared for the Project.

The Draft EIR was made available for public and agency review on February 18, 2016. Copies of the Notice of Availability ("NOA") of the Draft EIR were mailed to public agencies (including the State Clearinghouse (SCH #2014072028)), organizations, and

individuals likely to be interested in the Project and its potential impacts. In addition, copies of the Draft Infill EIR were distributed to public agencies (including the State Clearinghouse). Copies of the Draft Infill EIR were made available at the Community Development Department, at the Menlo Park Library, and on the City's website.

A public comment session on the Draft Infill EIR was held before the Planning Commission on March 21, 2016. The CEQA-mandated 45-day public comment period for the Draft EIR ended on April 4, 2016. All comments on the Draft Infill EIR concerning environmental issues received during the public comment period were evaluated and responded to in writing by the City as the Lead Agency in accordance with Section 15088 of the CEQA Guidelines.

The comments on the Draft Infill EIR, changes to the Draft Infil EIR, and the written responses were incorporated into a Final Infill EIR including Chapter 3, *Responses to Comments*, that was published on December 1, 2016. Copies of the Final Infill EIR were made available at the Community Development Department, on the City's website, and at the Menlo Park Library.

A duly and properly noticed public hearing was scheduled before the Planning Commission of the City of Menlo Park December 12, 2016, and all persons interested and expressing a desire to comment were heard. The Planning Commission, having fully reviewed, considered and evaluated all the testimony and evidence submitted, voted affirmatively to recommend to the City Council to find that the Final Infill EIR was prepared in compliance with CEQA and to recommend that findings be made as required by CEQA.

A duly and properly noticed public hearing was scheduled before the City Council of the City of Menlo Park on TBD, 2017, and all persons interested and expressing a desire to comment were heard.

### IV. <u>RECORD OF PROCEEDINGS AND CUSTODIAN OF RECORD</u>

For purposes of CEQA and these Findings, the record of proceedings consists of the following documents and testimony:

- (a) The NOP, Infill Environmental Checklist, comments received on the NOP or at the scoping meeting, and all other public notices issued by the City in conjunction with the Project;
- (b) Draft Infill EIR released for public review in February 2016;
- (c) All comments submitted by agencies or members of the public during the public comment period on the Draft Infill EIR;
- (e) The Final Infill EIR for the Project, including comments received on the Draft Infill EIR, responses to those comments, text revisions to the Draft Infill EIR, the technical appendices, and technical materials cited in the document, as well as all comments

and staff responses entered into the record orally or in writing between March 21, 2016 and April 4, 2016;

- (f) The Mitigation Monitoring and Reporting Program for the Project;
- (g) All reports, studies, memoranda, maps, staff reports, or other planning documents related to the Project prepared by the City, or consultants to the City with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the Project;
- (h) All documents submitted to the City (including the Planning Commission and City Council) by other public agencies or members of the public in connection with the Project, up through the close of the public hearing on April 4, 2016;
- (i) Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the Project;
- (j) All matters of common knowledge to the Commission and Council, including, but not limited to:
  - (i) The Menlo Park General Plan and other applicable policies;
  - (ii) The Menlo Park Zoning Ordinance and other applicable ordinances;
  - (iii) Information regarding the City's fiscal status; and
  - (iv) Applicable City policies and regulations; and
- (k) Any other materials required for the record of proceedings by Public Resources Code Section 21167.6(e).

The documents described above comprising the record of proceedings are located in the Community Development Department, City of Menlo Park, 701 Laurel Street, Menlo Park, CA 94025. The custodian of these documents is the Community Development Director or his/her designee.

### **Findings Are Determinative**

These City of Menlo Park findings required under CEQA for the Project ("Findings") are the City's findings under CEQA (Pub. Resources Code, §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) relating to the Plan. The Findings provide the written analysis and conclusions of the Council regarding the Project's environmental impacts, mitigation measures and project alternatives that, in the Council's view, justify approval of the Project. All mitigation measures listed below in this Findings document are included in a Mitigation Monitoring and Reporting Program ("MMRP").

In certifying the Final Infill EIR, the City Council recognizes that there may be differences in and among the different sources of information and opinions offered in the

documents and testimony that make up the Infill EIR and the administrative record; that experts disagree; and that the City Council must base its decision and these findings on the substantial evidence in the record that it finds most compelling. Therefore, by these findings, the City Council ratifies, clarifies, and/or makes insignificant modifications to the Infill EIR and resolves that these findings shall control and are determinative of the significant impacts of the Project.

The mitigation measures proposed in the Infill EIR have been adopted and included in the MMRP, substantially in the form proposed in the Infill EIR, with such clarifications and non-substantive modifications as the City Council has deemed appropriate to implement the mitigation measures. The MMRP is expressly incorporated into the Project.

The findings and determinations in this Resolution are to be considered as an integrated whole and, whether or not any subdivision of this Resolution fails to cross-reference or incorporate by reference any other subdivision of this Resolution, any finding or determination required or permitted to be made shall be deemed made if it appears in any portion of this document. All of the text included in this document constitutes findings and determinations, whether or not any particular caption sentence or clause includes a statement to that effect.

Each finding in this Resolution is based on the entire record. The omission of any relevant fact from the summary discussions below is not an indication that a particular finding is not based in part on the omitted fact.

Many of the mitigation measures identified in this Resolution may have the effect of mitigating multiple impacts (e.g., conditions imposed primarily to mitigate traffic impacts may also secondarily mitigate air quality impacts, etc.). The City Council has not attempted to exhaustively cross-reference all potential impacts mitigated by a particular mitigation measure; however, any failure to cross-reference shall not be construed as a limitation on the potential scope or effect of any such mitigation measure.

# V. FINDINGS AND RECOMMENDATIONS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS

The following includes the significant and unavoidable impacts and associated mitigation measures from the 1300 El Camino Real Project Infill EIR. The significant and unavoidable impacts associated with the Specific Plan EIR, many of which also apply to the proposed project, were overridden by City Council in those findings dated June 5, 2012. Therefore, those impacts have already been addressed and acknowledged by decision makers. Mitigation measures from the Specific Plan EIR that would result in significant and unavoidable impacts and would apply to the Project include: AIR-1a, AIR-1b, AIR-2, TR-1a through TR-1d, and TR-2.

# A. TRANSPORTATION, CIRCULATION AND PARKING

Impact TRA-1: Impacts on Intersections under Near-Term 2020 plus-Project Conditions. Increases in traffic associated with the Project under near-term 2020 plus-Project conditions would result in increased peak-hour delays at five intersections. Intersection impacts at the four of the five intersections would remain significant and unavoidable because improvements would require obtaining additional rights-of-way, would violate existing City/town policies, or would be outside the City's jurisdiction.

<u>Mitigation Measure TRA-1.1</u>: Implement Intersection Improvements to Address Near-Term 2020 plus-Project Effects.

Operations at Ravenswood Avenue/Laurel Street (#11) could be improved by modifying the intersection geometry to provide additional capacity. Impacts on this intersection were noted in the Specific Plan's Environmental Impact Report (EIR). Acceptable operations could be achieved at the intersection of Ravenswood Avenue/Laurel Street by reconfiguring the southbound Laurel Street approach to have a left-turn lane and a shared through/right-turn lane. This mitigation measure was not specified in the Specific Plan EIR. Conceptual schematics of the recommended feasible mitigation measures are provided in Appendix 3.1-G. A summary of the intersection analysis with mitigation measures is provided in Table 3.1-13. It may be possible to implement this mitigation measure within the existing right-of-way while maintaining the bicycle lanes, but it would require removal of onstreet parking and 10-foot-wide travel lanes. With this mitigation measure, the impact would be reduced to a less-than-significant level.

Mitigation Measure TRA-1.2: Implement Intersection Improvements to Address Near-Term 2020 plus-Project Effects. Operations at four intersections could be improved by modifying intersection geometry to provide additional capacity. Some of these modifications may require additional rights-of-way to add travel lanes. Conceptual schematics of the recommended feasible mitigation measures are provided in Appendix 3.1-G. A summary of the intersection analysis with mitigation measures is provided in Table 3.1-13.

### a. Middlefield Road/Glenwood Avenue-Linden Avenue (#3)

Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Glenwood Avenue-Linden Avenue with signalization of the intersection. This mitigation measure would be consistent with the mitigation measure noted in the Specific Plan EIR. No additional mitigation measures beyond those identified in the Specific Plan EIR would be required to achieve acceptable operations at this intersection. This mitigation measure is specified in the Supplemental Transportation Impact Fee.

Although traffic volumes at this intersection would not satisfy peak- hour traffic signal warrant criteria, as discussed in the Traffic Signal Warrants section, the impact would be reduced to a less-than- significant level with implementation of this mitigation measure. However, this mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and

modify the Glenwood Gate, a physical gate at the east Linden Avenue leg of the intersection that restricts the Linden Avenue approach to a two-way, one-lane road. Additionally, because the measure would require approval from the Town of Atherton, its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable. The Project is required to contribute a fair share financial contribution toward a traffic signal at this location, based the percentage of project-generated trips compared to the total number of trips passing through the intersection. The funds would be available to the Town of Atherton for a 5-year period. The Project's fair share contribution would be 3.7 percent of the cost of the improvement, as shown in Appendix 3.1-H.

### b. Oak Grove Avenue/Alma Street (#13)

Acceptable operations would be achieved at the intersection of Oak Grove Avenue/Alma Street with implementation of Mitigation Measure TRA-1.2.c at Oak Grove Avenue/Derry Lane (Garwood Way)- Merrill Street. The mitigation measure includes a southbound peak- hour left-turn restriction at Oak Grove Avenue/Derry Lane (Garwood Way)-Merrill Street, which would reduce the amount of traffic entering eastbound Oak Grove Avenue at Alma Street. However, the City's experience has found that turn restrictions are ineffective because turn restrictions are ignored by drivers. Consequently, they would not mitigate the impact. Installation of a traffic signal at this intersection was not considered because traffic volumes at this intersection would not satisfy peakhour signal warrant criteria, as discussed in the Traffic Signal Warrants section. Additionally, a traffic signal at this intersection is infeasible because of the immediate proximity of the Caltrain railroad tracks to the east and the potential for queuing to extend onto the tracks. Grade separation for the railroad tracks and Oak Grove Avenue would modify the Alma Street intersection and may mitigate this impact. However, grade separation is a large-scale, long-term project. It is not expected that it would be funded by one development. In addition, a design is still to be completed. Therefore, this impact would remain significant and unavoidable.

A partial mitigation measure to reduce the impact on this intersection would be to construct Class II bicycle lanes on Oak Grove Avenue between EI Camino Real and the east city limits. This improvement was identified in the City's Specific Plan. It could require parking spaces to be removed along Oak Grove Avenue. The Project is required to implement the Class II bicycle lanes on Oak Grove Avenue as a partial mitigation measure.

# c. Oak Grove Avenue/Derry Lane (Garwood Way)-Merrill Street (#15)

Although traffic volumes at this intersection would satisfy peak-hour signal warrant criteria, as discussed in the Traffic Signal Warrants section, a traffic signal is not recommended. It is infeasible because of the immediate proximity of the Caltrain railroad tracks to the east and the potential for queuing to extend

onto the tracks. Acceptable operations could be achieved at the intersection of Oak Grove Avenue/Derry Lane (Garwood Way)-Merrill Street with implementation of southbound left-turn restrictions during the morning peak period (7:00–9:00 a.m.) and the afternoon peak period (4:00–6:00 p.m.). The City's experience has found that turn restrictions are ineffective because turn restrictions are ignored by drivers, and they would not mitigate the impact. As part of the Garwood Way extension, the Project would provide a two-lane approach at the Oak Grove Avenue intersection. While this widening would reduce the delay expected at this intersection, the impact would remain significant.

As discussed in TRA-1.2b, although it may mitigate this impact, grade separation is considered a large-scale, long-term project. It is not expected that it would be funded by one development. Therefore, the impact would remain significant and unavoidable.

A partial mitigation measure to reduce the impact on this intersection would be to construct Class II bicycle lanes on Oak Grove Avenue between EI Camino Real and the east city limits. This improvement was identified in the City's Specific Plan. It could require parking spaces to be removed along Oak Grove Avenue. As noted in TRA-1.2b, the Project is required to implement the Class II bicycle lanes on Oak Grove Avenue as a partial mitigation measure.

### d. El Camino Real/Ravenswood Avenue-Menlo Avenue (#20)

Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at El Camino Real/Ravenswood Avenue-Menlo Avenue with the addition of a third northbound through travel lane along El Camino Real; this mitigation measure is consistent with the mitigation measure noted in the Specific Plan EIR. This improvement is specified in the City's Transportation Impact Fee (TIF) program. The measure is consistent with one of the alternatives that is currently being considered in the El Camino Real Corridor Study and would not preclude implementation of potential alternatives. However, widening would likely require removal of some of the trees located at the southeast corner and affect access to the 1000 El Camino Real property.

This measure would have potentially significant secondary effects on bicyclists because they would be required to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles.

Because the intersection is controlled by Caltrans, this measure would require coordination with and approval by Caltrans, which cannot be guaranteed. Furthermore, because of the mitigation measures' secondary and access impacts, it is considered infeasible. There are no other feasible mitigation

measures that would fully mitigate the impact on the intersection of El Camino Real/Ravenswood Avenue-Menlo Avenue.

<u>Mitigation Measure TRA-1.3</u>: Implement Transportation Demand Management Program to Partially Reduce Near-Term 2020 plus Project Effects. Several intersections would experience a significant and unavoidable impact under Near-Term 2020 plus-Project conditions.

To partially alleviate the effects of the Project, the applicant would be required to implement a TDM program, as required by the Specific Plan. A partial mitigation measure, to reduce the impacts of the Project at several intersections under the Near-Term 2020 plus-Project conditions, would be to implement a TDM program, as required by the Specific Plan. The proposed TDM program could reduce peak-hour and daily trip generation. However, although the TDM program could reduce the number of vehicular trips by 2 to 30 percent and reduce the intersection impacts, the effectiveness of the TDM program cannot be reliably predicted. Furthermore, the maximum 30 percent would not be enough to reduce impacts to a less-than-significant level. Therefore, the impacts would remain significant and unavoidable.

**FINDINGS:** Based upon the EIR and the entire record before the Planning Commission and City Council, the City Council finds that:

- Effects of Mitigation: Changes or alterations have been incorporated into the Project that lessen the significant environmental effects identified in the Infill EIR, although not to a level of less-than-significant. Increases in traffic associated with the Project under near-term 2020 plus-Project conditions would result in increased peak-hour delays at five intersections. Partial mitigation measures would reduce some impacts.
- Remaining Impacts: Intersection impacts at four of the five intersections
  would remain significant and unavoidable because improvements would
  require obtaining additional rights-of-way, would violoate existing
  City/town policies, or would be outside of the City's jurisdiction.

<u>Impact TRA-2:</u> Impacts on Roadway Segments under Near-Term 2020 plus-Project Conditions. Increases in traffic associated with the Project under near-term 2020 plus-Project conditions would result in increased ADT volumes on area roadway segments.

<u>Mitigation Measure TRA-2.1:</u> Implement Roadway Segment Improvements to Address Near-Term 2020 plus-Project Effects. The mitigation measures below are recommended to reduce potentially significant impacts on study area roadway segments.

a. Oak Grove Avenue between El Camino Real and Laurel Street (#10)

A partial mitigation measure to reduce the impact on this roadway segment would be to construct Class II bicycle lanes on Oak Grove Avenue between El Camino Real and Laurel Street. This improvement was identified in the City's

Specific Plan. It could require parking spaces to be removed along Oak Grove Avenue.

b. Oak Grove Avenue between Laurel Street and Middlefield Road (#11)

A partial mitigation measure to reduce the impact on this roadway segment would be to construct Class II bicycle lanes on Oak Grove Avenue between Laurel Street and the east city limits. This improvement was identified in the City's Specific Plan. It could require parking spaces to be removed along Oak Grove Avenue.

c. Garwood Way between Glenwood Avenue and Oak Grove Avenue (#13)

A partial mitigation measure to reduce the impact on this roadway segment would be to sign a Class III bicycle route on Garwood Way between Glenwood Avenue and Oak Grove Avenue. This improvement was identified in the City's Specific Plan.

d. Transportation Demand Management

Impacts on roadway segments would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. The TDM program could reduce the number of vehicular trips by 2 to 30 percent, but even at the maximum of 30 percent, impacts on the four segments, although reduced, would still remain significant and unavoidable.

**FINDINGS:** Based upon the EIR and the entire record before the Planning Commission and City Council, the City Council finds that:

- Effects of Mitigation: To improve daily roadway operations on roadway segments, the Project Sponsor would provide measures to prevent cutthrough traffic and would fund a Neighborhood Traffic Plan. However, roadway segment impacts would remain significant and unavoidable since the impact cannot be fully mitigated.
- Remaining Impacts: The Project-specific impacts to roadway segments would remain significant and unavoidable.

<u>Impact TRA-3:</u> Impacts on Routes of Regional Significance under Near-Term 2020 plus-Project Conditions. Increases in traffic associated with the Project under near-term 2020 plus-Project conditions would result in significant impacts on several Routes of Regional Significance.

<u>Mitigation Measure TRA-3.1:</u> Implement Routes of Regional Significance Improvements to Address Near-Term 2020 plus-Project Effects. The mitigation measures below were considered to reduce potentially significant impacts on Regional Routes of Significance. Routes of Regional Significance could be widened

to add travel lanes; however, the routes are under the jurisdiction of Caltrans. Although adding a travel lane would increase capacity, constructing additional lanes is not a feasible mitigation measure because of right-of-way constraints. Therefore, impacts at the following locations would remain significant and unavoidable:

- Willow Road US 101 to Bayfront Expressway (northbound)
- Willow Road Bayfront Expressway to US 101 (southbound)
- Bayfront Expressway University Avenue to Willow Road(westbound)
- Bayfront Expressway Willow Road to University Avenue(eastbound)

Partial mitigation measures are identified to reduce impacts of the Project on Routes of Regional Significance under near-term 2020 plus-Project conditions. The Project includes a TDM program that could reduce its peak-hour and daily trip totals. Impacts on Routes of Regional Significance would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. The TDM program could reduce the number of vehicular trips by 2 to 30 percent, but even at the maximum of 30 percent, impacts on three of the four segments, although reduced, would still remain significant. With a full 30 percent trip reduction, the TDM program would reduce the impact on northbound Willow Road between US 101 and Bayfront Expressway to a less-than-significant level. However, because the reduction cannot be quantified and the effectiveness of the TDM program is uncertain, impacts to all four of the roadway segments would remain significant and unavoidable, as described below.

**FINDINGS:** Based upon the EIR and the entire record before the Planning Commission and City Council, the City Council finds that:

- Effects of Mitigation: Partial mitigation measures are identifed to reduce impacts of the Project on Routes of Regional Significance under near-term 2020 plus-Project conditions. However, impacts to Routes of Regional Significance would remain significant and unavoidable because these roadways are not under the jurisdiction of the City. In addition, freeway improvement projects, which add travel lanes, are planned and funded on a regional scale and would be too costly for a single project to be expected to fund. Although the Project includes a TDM program that could reduce its peak-hour and daily trip totals, the reduction cannot be quantified and the effectiveness of the TDM program is uncertain.
- Remaining Impacts: The Project-specific impacts on the Routes of Regional Significance would remain significant and unavoidable.

Impact C-TRA-4: Impacts on Intersections under Cumulative 2040 plus-Project Conditions. Increases in traffic associated with the Project under cumulative 2040 plus-Project conditions would result in increased peak-hour delays at 13 intersections. Intersection impacts at nine of the intersections would be significant and unavoidable

because improvements would require obtaining additional rights-ofway, would violate existing City/town policies, or would be outside the City's jurisdiction.

Mitigation Measure C-TRA-4.1: Implement Intersection Improvements to Mitigate Cumulative 2040 plus-Project Effects. Operations at several intersections could be improved by modifying intersection geometry to provide additional capacity. Some of these modifications may be made by restriping the existing roadway. Conceptual schematics of the recommended feasible mitigation measures are provided in Appendix 3.1-G. A summary of the intersection analysis with mitigation measures is provided in Table 3.1-21.

### a. Oak Grove Avenue/University Drive (#25)

Acceptable operations could be achieved at the intersection of Oak Grove Avenue/University Drive by reconfiguring the westbound Oak Grove approach to have one exclusive left-turn lane and one exclusive right-turn lane. It may be possible to implement this mitigation measure within the existing right-of-way, but it would require removing on-street parking. This mitigation measure would not affect planned bike lanes along Oak Grove Avenue. However, removal of several parking spaces on the south side of Oak Grove Avenue would be required to incorporate both this mitigation measure and planned bike lanes at the Oak Grove Avenue approach to this intersection. With this mitigation measure, the impact would be reduced to a less- than-significant level. The Project would be required to contribute a fair share toward lane reconfigurations at this location. The Project's fair share would be 16.3 percent of the total cost of improvements, as determined in Appendix 3.1-H.

### b. Santa Cruz Avenue/University Drive (North) (#26)

Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations would be achieved at Santa Cruz Avenue/University Drive (North) with signalization of the intersection. This mitigation measure is consistent with the mitigation measure noted in the Specific Plan EIR. No additional mitigation measures beyond those identified in the Specific Plan EIR would be required to achieve acceptable operations at this intersection. This mitigation measure is also specified in the Supplemental Transportation Impact Fee.

It is noted that traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as discussed in the Traffic Signal Warrants section. Because of the proximity of the nearby traffic signal at Santa Cruz Avenue/University Drive (South), the two signals should be interconnected, and coordinated timing should be implemented.

It may be possible to implement this mitigation measure within the existing rightof-way. The design locations for signal equipment, such as poles and controller cabinets, cannot be determined until the intersection has been potholed, which would typically occur during the preliminary engineering phase of the Project. However, the City's recent traffic signal installation and modification projects did not require additional rights-of-way, were built within the public right-of-way, and were not restricted by underground utilities. Therefore, it may reasonably be concluded that the experience would be similar at this location. With this mitigation measure, the impact would be reduced to a less-than-significant level. The Project is required to contribute a fair share toward a traffic signal at this location. The Project's fair share would be 32.6 percent of the total cost of improvements, as determined in Appendix 3.1-H.

Mitigation Measure C-TRA-4.2: Implement Intersection Improvements to Reduce Cumulative 2040 plus-Project Effects. Operations at several intersections could be improved by modifying intersection geometry to provide additional capacity. Some of these modifications may require additional rights-of-way to add travel lanes. However, impacts would remain significant and unavoidable because the improvements would require obtaining additional rights-of-way, and some intersections are not under the City's jurisdiction. Conceptual schematics of the recommended feasible mitigation measures are provided in Appendix 3.1-G. A summary of the intersection analysis with mitigation measures is provided in Table 3.1-21.

### a. Middlefield Road/Encinal Avenue (#2)

Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at the intersection of Middlefield Road/Encinal Avenue with an additional right-turn lane on the southbound Middlefield Road and eastbound Encinal Avenue approaches. The additional right-turn lane on the eastbound Encinal Avenue approach is consistent with the mitigation measure noted in the Specific Plan EIR. However, the additional right-turn lane on southbound Middlefield Road is beyond what was identified in the Specific Plan EIR as necessary to maintain acceptable operations. Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional rights-of-way would be required. Furthermore, because construction of the improvement would require approval from the Town of Atherton, its implementation cannot be guaranteed; therefore, the impact remains significant and unavoidable. The Project is required to pay the Supplemental Transportation Impact Fee and contribute a fair share toward the additional right-turn lanes on the southbound Middlefield Road and approach at this location which was not identified in the Specific Plan EIR mitigation measure. The funds would be available to the Town of Atherton for a 5-year period. The Project's fair share contribution would be 1.6 percent of the cost of the improvement, as shown in Appendix 3.1-H.

# b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3)

It is noted that, for this scenario, traffic volumes at this intersection satisfy peakhour traffic signal warrant criteria, as discussed in the Traffic Signal Warrants section. The peak-hour warrant would not be satisfied under near-term 2020 plus-Project conditions (see TRA-1.1.a, which is paraphrased below for reference).

Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at the intersection with signalization. This mitigation measure is consistent with the mitigation measure noted in the Specific Plan EIR. No additional mitigation measures beyond those identified in the Specific Plan EIR are required to achieve acceptable operations at this intersection. This mitigation measure is also specified in the Supplemental Transportation Impact Fee.

Although signalization would reduce the impact to a less-than-significant level, this mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and modify the Glenwood Gate. Additionally, because the measure would require approval from the Town of Atherton, its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable. The Project is required to contribute a fair share toward a traffic signal at this location. The funds would be available to the Town of Atherton for a 5-year period. The Project's fair share contribution would be 3.7 percent of the cost of the improvement, as noted in TRA-1.2.a and as shown in Appendix 3.1-H.

### c. Middlefield Road/Ravenswood Avenue (#5)

Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Ravenswood Avenue with the addition of a second northbound left-turn lane and a corresponding receiving lane on the west leg. This measure would require coordination with the Town of Atherton. Although this mitigation measure differs from the mitigation measures noted in the Specific Plan EIR, this measure is specified in the City's TIF program. The applicant should pay traffic impact fees per the current TIF schedule.

This measure has potentially significant secondary effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include adding a "jughandle" left turn for bikes on the east side of the intersection, adding a bicycle signal for crossing Middlefield Road, and making modifications to signal timing to provide adequate time for crossings. The modifications would also include warning signs and markings to comply with the CA-MUTCD. The Project is required to contribute a fair share toward enhancements to bicycle and

pedestrian infrastructure noted above, which are not included in the City's TIF program. The Project's fair share contribution would be 12 percent of the cost of the improvement, as shown in Appendix 3.1-H.

The impact would be reduced to a less-than-significant level with this measure. However, this measure would require coordination with and approval by the Town of Atherton, which cannot be guaranteed. Therefore, this intersection would experience a significant and unavoidable impact.

### d. Middlefield Road/Willow Road (#7)

Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Willow Road with the following improvements:

- Widening the eastbound Willow Road approach to provide an additional through lane.
- Widening the westbound Willow Road approach to provide an additional left-turn lane and re-striping the existing shared through/left-turn lane to a through-only lane.
- Widening the southbound Middlefield Road approach to include an exclusive through lane and re-striping the existing shared through/left-turn lane to a through-only lane.

This mitigation measure is consistent with the mitigation measure noted in the Specific Plan EIR. Although the improvements to the westbound and eastbound approaches are beyond the scope of the mitigation measures identified in the Specific Plan, these improvements are specified in the City's TIF program. The applicant should pay traffic impact fees per the current TIF schedule.

This measure would have potentially significant secondary effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include modifications to signal timing to provide adequate time for crossings as well as the installation of warning signs and markings to comply with the CA-MUTCD.

# e. Laurel Street/Glenwood Avenue (#9)

Acceptable operations would be achieved at Laurel Street/Glenwood Avenue by signalizing the intersection. It is noted that traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as discussed in the Traffic

Signal Warrants section. The Project is required to provide a fairshare contribution toward a traffic signal at this location. The Project's fairshare contribution would be 1.4 percent of the cost of the improvement, as shown in Appendix 3.1-H. Because this measure would require coordination with and approval by Town of Atherton, its implementation cannot be guaranteed. No other mitigation measure was identified that would fully mitigate the impact. Therefore, this impact would be significant and unavoidable.

### f. Ravenswood Avenue/Laurel Street (#11)

Impacts on this intersection were noted in the Specific Plan EIR. Improvements noted in TRA-1.1, which include reconfiguring the southbound Laurel Street approach to have a left-turn lane and a shared through/right-turn lane, would only partially mitigate the impact at Ravenswood Avenue/Laurel Street. No feasible mitigations would fully mitigate the impact. Therefore, this impact would be significant and unavoidable.

g. Oak Grove Avenue/Alma Street (#13)

(See TRA-1.2.b, which is paraphrased below for reference).

It is noted that, for the cumulative 2040 plus-Project scenario, traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as discussed in the Traffic Signal Warrants section. However, the peak-hour warrant would not be satisfied at this intersection under near-term 2020 plus-Project conditions

Although traffic volumes at this intersection would satisfy peak-hour signal warrant criteria, as discussed in the Traffic Signal Warrants section, a traffic signal is not recommended because it is infeasible given the immediate proximity of the Caltrain railroad tracks to the west and potential for queuing to extend onto the tracks. Acceptable operations could be achieved at the intersection of Oak Grove Avenue/Alma Street with the implementation of peak-hour left-turn restrictions on northbound Alma Street from 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. (as is currently being done on a trial basis along Ravenswood Avenue with use of a temporary median). However, as noted in TRA-1.2b, the City's experience has found that turn restrictions are ineffective because turn restrictions are ignored by drivers. Consequently, they would not mitigate the impact. Grade separation for the railroad tracks and Oak Grove Avenue would modify the Alma Street intersection and may mitigate this impact. However, grade separation is a large-scale, long-term project. It is not expected to be funded by one development. In addition, a design is still to be completed. No other feasible mitigation measures were identified that would fully mitigate the impact. Therefore, this impact would remain significant and unavoidable.

A partial mitigation measure to reduce the impact on this intersection would be to construct Class II bicycle lanes on Oak Grove Avenue between El Camino Real

and the east city limits. This improvement was identified in the City's Specific Plan. It could require parking spaces to be removed along Oak Grove Avenue.

# h. Oak Grove Avenue/Garwood Way-Merrill Street (#15)

Although traffic volumes at this intersection would satisfy peak-hour signal warrant criteria, as discussed in the Traffic Signal Warrants section, a traffic signal is not recommended because it is infeasible given the immediate proximity of Caltrain railroad tracks 90 feet to the east and potential for queuing to extend onto the tracks.

Acceptable operations could be achieved at the intersection of Oak Grove Avenue/Garwood Way-Merrill Street with implementation of southbound left-turn restrictions on Garwood Way at Oak Grove Avenue, as noted in Mitigation Measure TRA-1-1.c. However, the City has found turn restrictions to be ineffective because turn restrictions are ignored by drivers. Additionally, the mitigation measure is not recommended under cumulative 2040 conditions because the increase in vehicular traffic that would be turning right at southbound Garwood Way would result in additional traffic at nearby intersections on El Camino Real. These intersections are expected to operate unacceptably under cumulative 2040 plus Project conditions.

As discussed in TRA-1.2c, the Garwood Way extension would have a two-lane approach at the Oak Grove Avenue intersection. While this widening would reduce the delays at this intersection, the impact would not be reduced to less than significant.

As discussed in TRA-1.2c, although it may mitigate this impact, grade separation is a large-scale, long-term project. It is not expected that it would be funded by one development. No other feasible mitigation measures were identified that would fully mitigate the impact. Therefore, this impact would be significant and unavoidable.

A partial mitigation measure to reduce the impact on this intersection would be to construct Class II bicycle lanes on Oak Grove Avenue between El Camino Real and the east city limits. This improvement was identified in the City's Specific Plan. It could require parking spaces to be removed along Oak Grove Avenue.

# i. El Camino Real/Glenwood Avenue-Valparaiso Avenue (#17)

Impacts to this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at El Camino Real/Glenwood Avenue-Valparaiso Avenue with the following improvements:

• Widening the westbound Glenwood Avenue approach to provide an exclusive right-turn lane,

- Changing the northbound and southbound right-turn lanes to shared through/right-turn lanes, and
- Widening El Camino Real to provide additional receiving lanes in both the northbound and southbound directions.

This improvement would conflict with the Specific Plan goals to provide enhanced pedestrian crossing and sidewalks along El Camino Real by increasing the crossing distance, exacerbating the multiple threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), increasing exposure time to vehicle traffic, and placing pedestrians closer to moving vehicle traffic. These improvements would have secondary effects on bicyclists because they would be required to cross additional lanes of traffic to make a left-turn or proceed through the intersection. The improvements would also preclude a future bicycle lane on El Camino Real.

Improvements that would partially mitigate the impact at El Camino Real/Glenwood Avenue-Valparaiso Avenue include widening the westbound Glenwood Avenue approach to provide an exclusive right-turn lane. This improvement is identified in the City's TIF program and payment of the TIF would be used for construction. Because the intersection is controlled by Caltrans, this measure would require coordination with and approval by Caltrans, which cannot be guaranteed. Therefore, this intersection would experience a significant and unavoidable impact.

# j. El Camino Real/Oak Grove Avenue (#18)

Acceptable operations could be achieved at the intersection of El Camino Real/Oak Grove Avenue by reconfiguring the northbound right-turn lane into a shared through/right-turn lane and adding a corresponding receiving lane. Although the impact would be reduced to a less than significant level with the implementation of this improvement, this measure would have secondary impacts to bicyclists by increasing the crossing distance and precluding a future bicycle lane on El Camino Real. In addition, this measure would conflict with the Specific Plan goals to provide enhanced pedestrian crossings and sidewalks along El Camino Real. Furthermore, the measure would require coordination with and approval from Caltrans, which cannot be guaranteed. No other feasible mitigation measures were identified that would fully mitigate the impact. Therefore, the impact would be significant and unavoidable.

# k. El Camino Real/Ravenswood Avenue-Menlo Avenue (#17)

Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at El Camino Real/Ravenswood Avenue-Menlo Avenue with the following improvements:

- Widening the eastbound Menlo Avenue approach to provide an exclusive left-turn lane,
- Widening the northbound El Camino Real approach to provide an additional through lane,
- Widening the northbound El Camino Real approach to provide an additional left-turn lane and widening Menlo Avenue to provide an additional receiving lane,
- Widening the southbound El Camino Real approach to provide an additional left-turn lane, and
- Re-striping the existing southbound El Camino Real right-turn lane to become a through/right-turn lane.

Although the additional northbound left-turn lane and corresponding receiving lane is not identified as part of the mitigation measure noted in the Specific Plan EIR, the improvement was identified in the City's TIF program as required in order to achieve acceptable operation, but is not feasible due to right-of-way constraints on northbound El Camino Real and eastbound Menlo Avenue. All other improvements listed above are consistent with the mitigation measure noted in the Specific Plan EIR and specified in the City's TIF program. The applicant is required to pay fees per the current TIF schedule.

These measures would have potentially significant secondary effects on bicyclists because they would be required to cross additional lanes of traffic to make a left turn or proceed through the intersection and also preclude a future bicycle lane on El Camino Real. This improvement conflicts with the Specific Plan goals to provide enhanced crossings and sidewalks along El Camino Real by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), increasing their exposure time to vehicles, and placing pedestrians closer to moving vehicle traffic.

In addition, significantly widening the northbound El Camino Real approach would likely require removal of the trees located at the southeast corner of the intersection and affect access to the 1000 El Camino Real property.

Because the intersection is controlled by Caltrans, this measure would require coordination with and approval by Caltrans, which cannot be guaranteed. Furthermore, because of the mitigation measures' secondary impacts and right-of-way acquisition needs, it is considered infeasible. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Ravenswood Avenue-Menlo Avenue, and this impact remains significant and unavoidable.

Mitigation Measure C-TRA-4.3: Implement Transportation Demand Management Program to Partially Reduce Cumulative 2040 plus Project Effects. A partial mitigation measure, to reduce the impacts of the Project at several intersections under the Cumulative 2040 plus-Project conditions, would be to implement a TDM program, as required by the Specific Plan. The proposed TDM program could reduce peak-hour and daily trip generation. However, although the TDM program could reduce the number of vehicular trips by 2 to 30 percent and reduce the intersection impacts, the effectiveness of the TDM program cannot be reliably predicted. Furthermore, the maximum 30 percent would not be enough to reduce impacts to a less-than-significant level. Therefore, the impacts would remain significant and unavoidable.

**FINDINGS:** Based upon the EIR and the entire record before the Planning Commission and City Council, the City Council finds that:

- Effects of Mitigation: Increases in traffic associated with the Project under cumulative 2040 plus-Project conditions would result in increased peakhour delays at 13 intersections. Intersection impacts at nine of the intersections would be significant and unavoidable because improvements would require obtaining additional rights-of-way, would violate existing City/town policies, or would be outside the City's jurisdiction.
- Remaining Impacts: The Project-specific impacts on intersections under cumulative conditions would remain significant and unavoidable.

<u>Impact C-TRA-5:</u> Impacts on Roadway Segments under Cumulative 2040 plus-Project Conditions. Increases in traffic associated with the Project under the cumulative 2040 plus-Project conditions would result in increased daily traffic volumes on area roadway segments.

<u>Mitigation Measure C-TRA-5.1:</u> Implement Roadway Segment Improvements to Address Cumulative 2040 plus-Project Effects. The mitigation measures below are recommended to reduce potentially significant impacts on study area roadway segments.

a. Oak Grove Avenue between El Camino Real and Laurel Street (#10)

(See TRA-2.1.a, which is paraphrased below for reference). A partial mitigation measure to reduce the impact on this roadway segment would be to construct Class II bicycle lanes on Oak Grove Avenue between El Camino Real and Laurel Street. This improvement was identified in the City's Specific Plan. However, it could require on-street parking spaces to be removed along Oak Grove Avenue

b. Oak Grove Avenue between Laurel Street and Middlefield Road (#11)

(See TRA-2.1.b, which is paraphrased below for reference)

A partial mitigation measure to reduce the impact on this roadway segment would be to construct Class II bicycle lanes on Oak Grove Avenue between Laurel Street and the east city limits. This improvement was identified in the City's Specific Plan. However, it could require on-street parking spaces to be removed along Oak Grove Avenue.

c. Garwood Way between Glenwood Avenue and Oak Grove Avenue (#13)

(See TRA-2.1.c, which is paraphrased below for reference).

A partial mitigation measure to reduce the impact on this roadway segment would be to sign a Class III bicycle route on Garwood Way between Glenwood Avenue and Oak Grove Avenue. This improvement was identified in the City's Specific Plan

d. Transportation Demand Management

Implementation of the trip reduction measures proposed in the Project's TDM program would partially reduce impacts on the roadway segments. The TDM program could reduce the number of vehicular trips by 2 to 30 percent. At the maximum of 30 percent, the impacts on the four local roadway segments, although reduced, would still remain significant.

**FINDINGS:** Based upon the EIR and the entire record before the Planning Commission and City Council, the City Council finds that:

- Effects of Mitigation: Changes or alterations have been incorporated into the project that lessen the significant environmental effects identified in the EIR, although not to a level of insignificance. Mitigations for roadway segment impacts would require adding travel lanes and widening roadways throughout Menlo Park, but as the city is built out, there is little opportunity to widen roadways within the available right-of-ways, and any widening would require property acquisition. Due to the number of affected properties and financial implications, roadway segment impacts are significant and unavoidable. Implementation of Mitigation Measure TRA-2.1 would help reduce traffic volumes and minimize the impacts from the Specific Plan, but because the effectiveness of a TDM program cannot be guaranteed, the impacts to roadway segments is considered to be significant and unavoidable.
- Remaining Impacts: The cumulative impacts on the foregoing local roadway segments would remain significant and unavoidable.

<u>Impact C-TRA-6:</u> Impacts on Routes of Regional Significance under Cumulative 2040 plus-Project Conditions. Increases in traffic associated with the Project under cumulative 2040 plus-Project conditions would result in significant impacts on several Routes of Regional Significance.

<u>Mitigation Measure C-TRA-6.1:</u> Implement Routes of Regional Significance Improvements to Address Cumulative 2040 plus-Project Effects. The mitigation measures below were considered to reduce potentially significant impacts on Regional Routes of Significance.

Routes of Regional Significance could be widened to add travel lanes; however, the routes are under the jurisdiction of Caltrans. Adding a travel lane would increase capacity, but such projects are considered infeasible due to right-of-way constraints. Therefore, the impacts on the following Routes of Regional Significance would remain significant and unavoidable:

- Willow Road US 101 to Bayfront Expressway (northbound)
- Willow Road Bayfront Expressway to US 101 (southbound)
- Bayfront Expressway University Avenue to Willow Road (westbound)
- Bayfront Expressway Willow Road to University Avenue (eastbound)

Partial mitigation measures have been identified to reduce the impacts of the Project on Routes of Regional Significance under cumulative 2040 plus-Project conditions. The Project includes a TDM program that could reduce the number of trips generated during the peak periods and on a daily basis. To partially reduce impacts on Routes of Regional Significance, implementation of the trip reduction measures proposed in the Project's TDM program is recommended. The TDM program could reduce the number of vehicular trips by 2 to 30 percent. At the maximum of 30 percent, impacts on three of the four segments would be reduced but still significant. The TDM program at the maximum range of effectiveness could reduce the impact on northbound Willow Road from US 101 to Bayfront Expressway to a less-than-significant level. However, because the reduction cannot be quantified, and it is not anticipated that this would fully mitigate impacts on these segments, the impacts are considered significant and unavoidable.

**FINDINGS:** Based upon the EIR and the entire record before the Planning Commission and City Council, the City Council finds that:

- Effects of Mitigation: A typical mitigation measure would seek to widen
  the road to add travel lanes and capacity. However, impacts to Routes of
  Regional Significance would remain significant and unavoidable because
  these roadways are not under the jurisdiction of the City. In addition,
  freeway improvement projects, which add travel lanes are planned and
  funded on a regional scale and would be too costly for a single project to
  be expected to fund.
- Remaining Impacts: The cumulative impacts at the foregoing Routes of Regional Significance would remain significant and unavoidable.

<u>Impact TRA-10:</u> Impacts on Railroad Crossings. The Project would add traffic to a railroad crossing which would result conflicts and safety concerns.

<u>Mitigation Measure TRA-10.1:</u> Implement railroad crossing improvements to address Near-Term 2020 plus-Project and Cumulative 2040 plus-Project Effects. The mitigation measures below are recommended to reduce potential significant impacts on the railroad crossings.

### a. Ravenswood Avenue railroad crossing

Partial mitigations to reduce the impact at the Ravenswood Avenue crossing include:

- Extension of time-of-day turn restrictions on the northbound and southbound Alma Street approaches to Ravenswood Avenue.
- Roadway improvements to improve the visibility of "keep clear" zones when approaching the railroad tracks. The Project shall maintain the "keep clear" visibility zone.

It is worth noting that a median along Ravenswood Avenue, which restricts left turns on the northbound and southbound Alma Street approaches to Ravenswood Avenue, is currently installed as a trial project. Upon analysis of the effects of the median, the City shall determine whether the median along Ravenswood Avenue should remain.

b. Oak Grove Avenue and Glenwood Avenue railroad crossings.

Partial mitigations to reduce the impact at the Oak Grove Avenue and Glenwood Avenue railroad crossings, include maintaining the visibility of the "keep clear" zones, including roadway striping, lighting, and landscape maintenance. The Project shall maintain the "keep clear" visibility zone.

**FINDINGS:** Based upon the EIR and the entire record before the Planning Commission and City Council, the City Council finds that:

- Effects of Mitigation: Partial mitigation could be implemented to reduce impacts, including turn restrictions and roadway improvements to improve visibility of the "keep clear" zones. However, this would not reduce impacts to a level of less-than-significant.
- Remaining Impacts: The Existing Plus Project impacts to congestion at the railroad crossings would remain significant and unavoidable.

# VI. FINDINGS FOR SIGNIFICANT IMPACTS AVOIDED OR MITIGATED TO A LESS-THAN-SIGNIFICANT LEVEL

Potentially significant impacts of the Project are listed below with applicable mitigation measures, all of which are included in the Mitigation Monitoring and Reporting Plan and the Infill EIR. For each of the impacts listed, the City Council finds that changes or alterations have been required in the Project, through the adoption of the MMRP, to

mitigate or avoid the significant impacts on the environment (14 California Code of Regulations § 15091(a)(1)). The mitigation measures associated with the Specific Plan EIR have already been adopted by City Council in those findings dated June 5, 2012. Mitigation measures from the Specific Plan EIR that would result in less-than-significant impacts with mitigation and would apply to the Project include: AIR-5, AIR-7, BIO-1a, BIO-1b, BIO-3a, BIO-3b, BIO-5a, BIO-5b, BIO-5c, CUL-2a, CUL-2b, CUL-3, CUL-4, HAZ-3, NOI-1a, NOI-1b, NOI-1c, NOI-3, and NOI-4. These are included in the MMRP for the Project.

## A. Air Quality

<u>Impact AQ-1:</u> Exposure of Sensitive Receptors to Adverse Health Risks in Excess of BAAQMD Thresholds Associated with Localized DPM Concentrations during Construction. The Project would expose sensitive receptors to adverse health risks associated with localized DPM concentrations during construction.

Mitigation Measure AQ-1.1: Utilize Clean Diesel-Powered Off-Road Equipment during Construction to Control Off-Road Construction-Related PM2.5 and PM10 Emissions. The Project Sponsor shall ensure that all off-road diesel-powered equipment used during construction between 2016 and 2018 shall be equipped with EPA Tier 3 or cleaner engines, except for specialized construction equipment for which an EPA Tier 3 engine is not available. This requirement shall ensure construction equipment remains cleaner than the fleet-wide average. The analysis assumes emission reductions compared to a fleet-wide average Tier 2 engine between 2016 and 2018. The Project Sponsor shall also ensure that all off-road, diesel-powered equipment used during construction shall be equipped with a Level 3 Diesel Particulate Filter (DPF).

**FINDINGS:** Based upon the EIR and the entire record before the Planning Commission and City Council, the City Council finds that:

- Effects of Mitigation: The mitigation has been incorporated in the MMRP and will avoid or substantially lessen the significant environmental effect as identified in the EIR. According to ASHRAE, Standard 52.2 Test Procedures, filters that fall into the MERV rating of 14 or higher reduce DPM levels by approximately 85 percent. The City finds that the requirement for a screening level health risk assessment and installation of appropriate filters where necessary are feasible and will reduce the impacts of TACs associated with the Project to a less-than-significant level.
- Remaining Impacts: Any remaining impacts related to impacts of TACs would not be significant.

<u>Impact C-AQ-1:</u> Exposure of Sensitive Receptors to Cumulative Health Risks during Construction. Cumulative development in the Project vicinity would not expose sensitive receptors to substantial health risks during construction.

# Mitigation Measures AQ-1.1, AQ-2.1, and AQ-2.2.

**FINDINGS:** Based upon the EIR and the entire record before the Planning Commission and City Council, the City Council finds that:

- Effects of Mitigation: The mitigation has been incorporated in the MMRP and will avoid or substantially lessen the significant environmental effect as identified in the EIR. According to ASHRAE, Standard 52.2 Test Procedures, filters that fall into the MERV rating of 14 or higher reduce DPM levels by approximately 85 percent. The City finds that the requirement for a screening level health risk assessment and installation of appropriate filters where necessary are feasible and will reduce the impacts of TACs associated with the Project to a less-than-significant level.
- Remaining Impacts: Any remaining impacts related to impacts of TACs would not be significant.

#### **B.** Hazardous Materials and Hazards

<u>Impact HAZ-1:</u> Routine Hazardous Materials Use. The Project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

Mitigation Measure HAZ-1.1: Prepare and Implement a Spill Prevention, Control, and Countermeasure Program for Construction Activities. The contractors will develop and implement a Spill Prevention, Control, and Countermeasure Program (SPCCP) to minimize the potential for and effects from spills of hazardous, toxic, or petroleum substances during construction and demolition activities. The SPCCP will be completed before any construction or demolition activities begin. Implementation of this measure will comply with state and federal water quality regulations.

The Project Sponsor will review and approve the SPCCP before the onset of construction activities. The Project Sponsor will routinely inspect the construction area to verify that the measures specified in the SPCCP are properly implemented and maintained. The Project Sponsor will notify its contractors immediately if there is a noncompliance issue and will require compliance.

The federal reportable spill quantity for petroleum products, as defined in 40 CFR 110, is any oil spill that includes any of the following:

- Violates applicable water quality standards,
- Causes a film or sheen on or discoloration of the water surface or adjoining shoreline, or
- Causes a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.

If a spill is reportable, the contractors' superintendents will notify the Project Sponsor, and the Project Sponsor will take action to contact the appropriate safety and cleanup crews and ensure that the SPCCP is followed. A written description of reportable releases must be submitted to the San Francisco Bay Regional Water Quality Control Board. This submittal must contain a description of the spill, including the type of material and an estimate of the amount spilled, the date of the release, an explanation of why the spill occurred, and a description of the steps taken to prevent and control future releases. The releases will be documented on a spill report form.

If a reportable spill has occurred and Project activities have adversely affected surface water or groundwater quality, a detailed analysis will be performed by a registered environmental assessor to identify the likely cause of contamination. This analysis will conform to American Society for Testing and Materials (ASTM) standards and will include recommendations for reducing or eliminating the source or mechanisms of contamination. Based on this analysis, the Project Sponsor and its contractors will select and implement measures to control contamination, with a performance standard that groundwater quality must be returned to baseline conditions. These measures will be subject to approval by the Project Sponsor.

<u>Impact HAZ-2:</u> Accidental Release of Hazardous Materials. The Project could create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

Mitigation Measure HAZ-2.1: Hazardous Materials Characterization at 1258 and 1300 El Camino Real and Derry Lane. Prior to construction, the following characterization activities shall be conducted by a qualified environmental consultant in areas of the Project site where the likelihood of contaminated media exists. If contaminants are discovered, the consultant shall provide recommendations for the proper treatment and/or removal and disposal of the contaminated media.

The following characterization activities are based on the recommendations included in the Phase I ESAs.

- Remaining components of the 21 hydraulic lifts located on the 1300 El Camino Real site shall be removed by a qualified contractor, with soil samples collected at the bottom of each hole for laboratory analyses for total petroleum hydrocarbons as hydraulic oil and PCBs.
- Soil samples shall be collected at the 1300 El Camino Real site in locations
  of former automotive painting and detailing operations, sumps, and trenches
  for laboratory analyses for total extractable and purgeable petroleum
  hydrocarbons and volatile organic compounds (VOCs).

- Groundwater, soil, and soil vapor sampling for VOCs shall be conducted in the eastern portion of the 1300 El Camino Real site to determine the significance and extent of the on-site impact from the off-site PCE release.
- Fill soils on the 1300 El Camino Real site shall be sampled for chemicals of potential concern associated with an unknown source of fill.
- Soil at the location of a former transformer on the 1300 El Camino Real site shall be sampled for PCBs.
- The cause of the depressed asphalt area on the 1258 El Camino Real shall be investigated and remedied.
- Construction materials shall be surveyed for ACMs and lead-based paint by a certified consultant on the 1258 El Camino Real site, 1300 El Camino Real site, and Derry Lane site to comply with applicable BAAQMD and Cal/OSHA regulations.

If contaminants are discovered during testing, the Project Sponsor will report the contamination to SMCEHD to determine how the contamination is to be addressed and update the HMBP within 30 days of discovering the contamination to reflect the new understanding of hazardous materials at the Project site.

Mitigation Measure HAZ-2.2: Implementation of Remedial Action Recommendations included in the Derry Lane RAW. Upon approval by the DTSC and prior to construction; site-specific remedial action recommendations contained in the RAW shall be conducted at the Derry Lane site as required by the Imminent and Substantial Endangerment Determination and Order and Remedial Action Order issued by the DTSC in May 2011. As detailed in the Environmental Setting, remedial actions proposed in the RAW may include; soil excavation and disposal, ISCO injections, well monitoring and implementation of institutional controls.

Mitigation Measure HAZ-2.3: Implement Engineering Controls and Best Management Practices during Construction. During construction activities conducted on all sites, the contractor shall employ engineering controls and BMPs to minimize human exposure to potential contaminants and potential negative effects from an accidental release to groundwater and soils. Engineering controls and construction BMPs shall include, but not be limited to, the following:

- Contractor employees working on-site shall be certified in OSHA's 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training program.
- Contractor shall monitor the area around the construction site for fugitive vapor emissions with appropriate field screening instrumentation.
- Contractor shall water/mist soil as it is being excavated and loaded onto trucks.

- Contractor shall place any stockpiled soil in areas that are shielded from prevailing winds.
- Contractor shall cover the bottom of excavated areas with sheeting when work is not being performed.

All materials will be handled consistent with the HMBP developed for the Project.

Mitigation Measure HAZ-2.4: Develop Construction Activity Dust Control Plan (DCP) and Asbestos Dust Management Plan (ADMP). Prior to commencement of site grading on all sites, the Project Sponsor shall retain a qualified professional to prepare a DCP/ADMP. The DCP shall incorporate the applicable BAAQMD standards pertaining to fugitive dust control. The ADMP will be prepared if ACMs are identified onsite and shall be submitted to and approved by BAAQMD prior to the beginning of construction. The Project Sponsor will ensure implementation of all specified dust control measures throughout construction of the Project. The ADMP shall require compliance with specific control measures to the extent deemed necessary by BAAQMD to meet its standard.

**FINDINGS:** Based upon the Infill EIR and the entire record before the Planning Commission and City Council, the City Council finds that:

- Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that implementation of hazardous materials characterization, remedial action recommendations engineering controls and best management practices during construction, construction activity DCP and asbestos dust management plans are feasible and would reduce potentially significant hazard to human health and/or the environment involving the release of hazardous materials to a less-than-significant level.
- Remaining Impacts: Any remaining impacts related to the accidental release of hazardous materials would not be significant.

#### C. Transportation, Circulation and Parking

<u>Impact TRA-7:</u> Impacts on Bicycle and Pedestrian Facilities. Increased bicycle and pedestrian traffic in the vicinity of the Project would result in added demand for additional bicycle and pedestrian facilities.

Mitigation Measure TRA-7.1: Implement Improvements to Address Impacts on Bicycle Facilities. Gaps in bicycle infrastructure should be closed on Oak Grove Avenue and Garwood Way by constructing bike lanes along Oak Grove Avenue between University Drive and the east city limits as well as a bicycle route along Garwood Way between Glenwood Avenue and Oak Grove Avenue. This mitigation measure is consistent with Mitigation Measures TRA-2.1.a, TRA-2.1.b, and TRA-2.1.c.

**FINDINGS:** Based upon the EIR and the entire record before the Planning Commission and City Council, the City Council finds that:

- Effects of Mitigation: Changes or alterations have been required in, or
  incorporated into, the Project that avoid or substantially lessen the
  significant environmental effect as identified in the EIR. The City finds that
  the improvements for bicycle and pedestrian infrastructure are feasible
  and would reduce pedestrian and/or bicycle/vehicle conflicts to a lessthan-significant level.
- Remaining Impacts: Any remaining impacts related to bicycle and pedestrian infrastructure would not be significant.

# VII. STATEMENT OF OVERRIDING CONSIDERATIONS RELATED TO THE PROJECT FINDINGS

The City Council adopts and makes the following Statement of Overriding Considerations regarding the significant unavoidable impacts of the Project. After review of the entire administrative record, the City Council finds that, pursuant to CEQA section 21081(b) and CEQA Guidelines section 15093, specific economic, legal, social, technological and other benefits of the Project outweigh the Project's unavoidable adverse impacts and the City Council finds that the significant and unavoidable adverse impacts are acceptable in light of the Project's benefits.

# A. Significant Unavoidable Impacts

With respect to the foregoing findings and in recognition of those facts that are included in the entire administrative record, the City has determined that the Project would result in significant unavoidable transportation impacts, as described in Section V of these Findings.

The City hereby finds that, where possible, changes or alterations have been required in or incorporated into the Project that substantially lessen the significant environmental effects identified in the Infill EIR. The project and the MMRP incorporate all feasible mitigation measures to reduce potential environmental impacts to the greatest extent feasible. The City further finds that there are no additional feasible mitigation measures or alternatives that could be imposed or adopted to eliminate the significant and unavoidable impacts listed above. These impacts could not be reduced to a less-than-significant level by feasible changes, mitigation measures or alternatives to the Project.

# **B.** Overriding Considerations

The Council has carefully balanced the benefits of the Project against any adverse impacts identified in the Infill EIR that could not be feasibly mitigated to a level of insignificance. The City Council finds that each of the specific environmental, economic, fiscal, social, housing and other overriding considerations set forth below

constitutes a separate and independent ground for a finding that the benefits of the Project outweigh its significant adverse environmental impacts and is an overriding consideration warranting approval of the Project. The City Council of the City of Menlo Park specifically adopts and makes this Statement of Overriding Considerations regarding the significant unavoidable impacts of the Project and the anticipated benefits of the Project.

Substantial evidence in the record demonstrates the City would derive the following substantial public benefits from adoption and implementation of the Project:

- The City has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project, as described above.
- All Mitigation Measures recommended in the Infill EIR have been incorporated into the Project and will be implemented through the MMRP.
- All alternatives to the Project, set forth in the EIR, reduce the project's significant and unavoidable impacts to less than significant but do not achieve the project objectives, and the City finds that project objectives and/or specific economic, social and other benefits outweigh any environmental benefits of the alternatives.
- In accordance with CEQA Guidelines Section 15093, the City has, in determining whether or not to approve the Project, balanced the economic, legal, social, technological, and other benefits, including region-wide or statewide environmental benefits of the Project against these unavoidable environmental risks, and has found that the benefits of the Project outweigh the unavoidable adverse environmental effects. The following statements specify the reasons why, in the City's judgment, the benefits of the Project outweigh its unavoidable environmental risks. The City also finds that any one of the following reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City will stand by its determination that each individual reason.

# (a) Economic Benefits

- The Project would redevelop an underutilized, high-visibility site that currently contains vacant parcels and aging commercial buildings with a sustainable, high-quality residential/office/community-serving development.
- The Project would generate revenue for the City through increased direct property tax, sales tax, and Utility Users Tax revenue, and indirect sales tax and transient occupancy tax revenue.

 The Project provides a one-time Public Benefit Payment of \$2,100,000 to the City's El Camino Real/Downtown Specific Plan Public Amenity Fund, which will help fund public improvements within the Specific Plan area.

### (b) Social Benefits

- The Project would lead to the redevelopment of an underutilized site served by existing transportation and utility infrastructure.
- The Project would meet the City's land use planning goals and development strategies for the Specific Plan Area, and promote pedestrian and bicyclist connections by creating on-site and off-site pedestrian and bicycle amenities, and improving connections to off-site pedestrian, bicycle, and transit networks.
- The Project would improve the overall aesthetic and visual quality of the Specific Plan area.

### (c) Transportation and Infrastructure Benefits

• The Project would implement a long-planned extension of Garwood Way, helping improve mobility options for drivers, pedestrians, and bicyclists.

# (d) Housing Benefits

- The Project would include the development of 183 dwelling units in an area that is rich in existing services and transportation options.
- The Project would add 20 new below-market rate housing units, well in excess of the minimum 10-unit requirement of the current BMR units.

# (e) Local Community Benefits

 The Project would include a publicly-accessible dog park and additional active and passive recreational spaces open to the public.

### (f) Region-wide or Statewide Environmental Benefits

- The Project would provide highly-sustainable buildings constructed to meet the intent of LEED® Gold (residential building) and LEED® Platinum (office buildings) design standards
- The Project would promote compact growth by increasing job opportunities at a location near existing transportation and utility infrastructure.

 The Project's TDM program is designed to reduce parking, driving, and pollution, would encourage workers to commute using transit and other alternatives to single-occupancy vehicles.

# VI. <u>INCORPORATION OF SPECIFIC PLAN FINDINGS AND MMRP BY REFERENCE</u>

The City Council hereby incorporates by reference the findings and statement of overriding considerations in compliance with Sections 15091, 15092, 15093, and 15097 of the State EIR Guidelines and Sections 21081, 21081.5, and 21081.6 of CEQA, as set forth in detail in the motion by the City Council on June 5, 2012, and hereby incorporates by reference the mitigation measures associated with the Specific Plan EIR, as provided in the Mitigation Monitoring and Reporting Plan adopted for the Specific Plan, that are required to be implemented as part of the Project.

# VII. <u>MITIGATION OF POTENTIALLY SIGNIFICANT EFFECTS BY UNIFORMLY</u> APPLICABLE DEVELOPMENT STANDARDS

The Infill Environmental Checklist provides substantial evidence that uniformly applicable development policies and standards would mitigate impacts in several resource areas. These policies and standards include Specific Plan policies as well as city ordinances, resolutions, guidelines, and other adopted policies. As required by Guidelines Section 15183.3(d)(2)(D), the following list outlines which potentially significant effects associated with the project have been substantially mitigated by uniformly applicable development policies and standards and provides a brief explanation of the rationale for the finding. The Infill Environmental Checklist provides substantial evidence for the finding in each of the resource areas.

[List of each resource area mitigated to be added.]

### VIII. CERTIFICATION OF THE EIR

The City Council hereby moves to certify the Final Infill Environmental Impact Report for the Project as follows:

- 1. The Final EIR has been completed in compliance with CEQA.
- 2. The Final EIR was presented to the City Council, and the City Council reviewed and considered all of the evidence and information in the Final EIR prior to any action on the proposed project.
- 3. The Final EIR reflects the independent judgment and analysis of the City Council.

## **ADOPTION OF THE MMRP**

The City Council hereby adopts the mitigation measures set forth for the Project in the Final EIR and the MMRP attached hereto as <u>Exhibit A</u> and incorporated herein by this reference.

# IX. SEVERABILITY

If any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Pamela Aguilar, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the day of, 2017, by the following votes:
AYES:
NOES:
ABSENT:
ABSTAIN:
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this day of, 2017.
Pamela Aguilar City Clerk

1300 El Camino Real Greenheart Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
	AIR QUALITY			
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact AIR-1: Implementation of the Project would result	t in increased long-term emissions of criter	ria pollutants associate	d with construction act	ivities that
could contribute substantially to an air quality violation.		1	•	•
Mitigation Measure AIR-1a: During construction of individual projects under the Specific		Measures shown on	Project Sponsor and	PW/CDD
Plan, project applicants shall require the construction contractor(s) to implement the following		plans, construction	contractor(s)	
measures required as part of Bay Area Air Quality Management District's (BAAQMD) basic dust control procedures required for construction sites. For projects for which construction		documents and on- going during		
emissions exceed one or more of the applicable BAAQMD thresholds, additional measures		demolition, excavation		
shall be required as indicated in the list following the Basic Controls.		and construction.		
onali po roquirou do indicatou in tro not ronoving the Basic Controlo.		and concuracion.		
Basic Controls that Apply to All Construction Sites				
1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and	Exposed surfaces shall be watered twice	1		
unpaved access roads) shall be watered two times per day.	daily.	1		
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.	Trucks carrying demolition debris shall be			
	covered.			
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet	Dirt carried from construction areas shall be			
power vacuum street sweepers at least once per day. The use of dry power sweeping is	cleaned daily.			
prohibited.	Conned Basis and annual annual about the 45			
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.	Speed limit on unpaved roads shall be 15 mph.			
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as	Roadways, driveways, sidewalks and			
possible. Building pads shall be laid as soon as possible after grading unless seeding or soil	building pads shall be laid as soon as			
binders are used.	possible after grading.			
6. Idling times shall be minimized either by shutting equipment off when not in use or	Idling times shall be minimized to 5 minutes			
reducing the maximum idling time to 5 minutes (as required by the California airborne toxics	or less; Signage posted at all access points.			
control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear				
signage shall be provided for construction workers at all access points.				
7. All construction equipment shall be maintained and properly tuned in accordance with	Construction equipment shall be properly			
manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.	tuned and maintained.			
determined to be running in proper condition prior to operation.				
8. Post a publicly visible sign with the telephone number and person to contact at the Lead	Signage will be posted with the appropriate			
Agency regarding dust complaints. This person shall respond and take corrective action	contact information regarding dust			
within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance	complaints.			
with applicable regulations.				
Additional Measures for Development Projects that Exceed Significance Criteria				
1. All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil	Water exposed surfaces to maintain			
moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.	minimum soil moisture of 12 percent.			
2. All everyotion, grading, and/ar depolition pativities shall be everyoned at the constant	Helt executation, and dispended describing			
<ol><li>All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.</li></ol>	Halt excavation, grading and demolition when wind is over 20 mph.			
·	'			
3. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively	Install wind breaks on the windward side(s)			
disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.	of disturbed construction areas.			
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1300 El Camino Real Greenheart Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.	Vegetative ground cover shall be planted in disturbed areas as soon as possible.			
5. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.	Ground-disturbing construction activities shall not occur simultaneously.			
6. All trucks and equipment, including their tires, shall be washed off prior to leaving the site.	Trucks and equipment shall be washed before exiting the site.			
7. Site accesses to a distance of 100 feet from the paved road shall be treated with a 6- to 12-inch compacted layer of wood chips, mulch, or gravel.				
<ol><li>Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent.</li></ol>	Erosion control measures shall be used.			
9. Minimizing the idling time of diesel powered construction equipment to two minutes.  40. The project shall develop a plan demonstration that the off road equipment (mass than 50).	Idling time of diesel powered equipment will not exceed two minutes.			
10. The project shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent nitrogen oxides reduction and 45 percent particulate matter reduction compared to the most recent ARB fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become	Plan developed that demonstrates emissions from use of off-road equipment during construction will be reduced as specified.			
available.  11. Use low volatile organic compound (VOC) (i.e., reactive organic gases) coatings beyond the local requirements (i.e., Regulation 8, Rule 3: Architectural Coatings).	Low VOC coatings shall be used.			
12. Requiring that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of nitrogen oxides and particulate matter.	Require Best Available Control Technology for all construction equipment, diesel trucks, and generators.			
13. Requiring all contractors use equipment that meets the California Air Resources Board's most recent certification standard for off-road heavy duty diesel engines.	Equipment shall meet standards for off-road heavy duty diesel engines.			
Mitigation Measure AIR-1b: Each applicant for development projects to be implemented under the Specific Plan for projects that exceed the BAAQMD screening criteria shall develop an Exhaust Emissions Control Plan outlining how construction exhaust emissions will be controlled during construction activities. These plans shall be submitted to the City for review and approval and shall be distributed to all employees and construction contractors prior to commencement of construction activities. The plan shall describe all feasible control measures that will be implemented during construction activities. Feasible control measures may include, but not be limited to, those identified in Mitigation Measure AIR-1a.	Require an Exhaust Emissions Control Plan of each applicant with projects that exceed BAAQMD screening criteria.	Plan approved by City prior to building permit issuance; Measures shown on plans, construction documents and specification and ongoing during construction.	Project Sponsor and contractor(s)	CDD
IMPACT BEING ADDRESSED: Impact AIR-5: Implementation of the Project would locate roadway traffic which may lead to considerable adverse health effects.	e sensitive receptors in an area of elevated	concentrations of toxic	air contaminants asso	ociated with
<b>Mitigation Measure AIR-5:</b> The Mitigation Monitoring and Reporting Program shall require that all developments that include sensitive receptors such as residential units that would be	A health risk analysis shall be prepared.	Simultaneous with a building permit	Project Sponsor	CDD

1300 El Camino Real Greenheart Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
located within 200 feet of the edge of El Camino Real or within 100 feet of the edge of	If one or more thresholds are exceeded, a	submittal		
Ravenswood Avenue, Oak Grove Avenue east of El Camino Real, or Santa Cruz Avenue	filtration system shall be installed; Certified			
west of University Avenue shall undergo, prior to project approval, a screening-level health	engineer to provide report documenting that			
risk analysis to determine if cancer risk, hazard index, and/or PM <sub>2,5</sub> concentration would	system reduces health risks			
exceed BAAQMD thresholds. If one or more thresholds would be exceeded at the site of the				
subsequent project, the project (or portion of the project containing sensitive receptors, in the	Plan developed for ongoing maintenance			
case of a mixed-use project) shall be equipped with filtration systems with a Minimum	and disclosure to buyers and/renters.			
Efficiency Reporting Value (MERV) rating of 14 or higher. The ventilation system shall be	ĺ			
IMPACT BEING ADDRESSED: Impact AIR-7: Implementation of the Project would expos	se sensitive receptors to elevated concentr	ations of Toxic Air Co	ntaminants (TACs) asso	ciated with
Caltrain operations which may lead to considerable adverse health effects.	·		,	
Mitigation Measure AIR-7: The Mitigation Monitoring and Reporting Program shall require	A health risk analysis shall be prepared.	Simultaneous with a	Project Sponsor	CDD
that all developments that include sensitive receptors such as residential units that would be	· ' '	building permit	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
· ·	If one or more thresholds are exceeded, a	submittal		
prior to project approval, a screening-level health risk analysis to determine if cancer risk,	filtration system shall be installed; Certified			
hazard index, and/or PM <sub>2.5</sub> concentration would exceed BAAQMD thresholds. If one or more	engineer to provide report documenting that			
thresholds would be exceeded at the site of the subsequent project, the project (or portion of	system reduces health risks			
the project containing sensitive receptors, in the case of a mixed-use project) shall be	Joseph reduced reduit field			
equipped with filtration systems with a Minimum Efficiency Reporting Value (MERV) rating of	Plan developed for ongoing maintenance			
14 or higher. The ventilation system shall be designed by an engineer certified by the	and disclosure to buyers and/renters.			
American Society of Heating, Refrigeration and Air-Conditioning Engineers, who shall provide	*			
a written report documenting that the system reduces interior health risks to less than 10 in				
one million, or less than any other threshold of significance adopted by BAAQMD or the City				
for health risks. The project sponsor shall present a plan to ensure ongoing maintenance of				
ventilation and filtration systems and shall ensure the disclosure to buyers and/or renters				
regarding the findings of the analysis and inform occupants as to proper use of any installed				
air filtration. Alternatively, if the project applicant can prove at the time of development that				
health risks at new residences due to DPM (and other TACs, if applicable) would be less than				
10 in one million, or less than any other threshold of significance adopted by BAAQMD for				
health risks, or that alternative mitigation measures reduce health risks below any other City-				
adopted threshold of significance, such filtration shall not be required.				
adopted threshold of significance, such filtration shall not be required.				
Mitigation Measures from 1300 El Camino Real Project Infill EIR				
IMPACT BEING ADDRESSED: Impact AQ-1: Exposure of Sensitive Receptors to Advers	e Health Risks in Excess of BAAQMD Thre	sholds Associated wi	th Localized DPM Conce	ntations
during Construction. The Project would expose sensitive receptors to adverse health ri	isks associated with localized DPM concen	trations during constr	uction.	
Mitigation Measure AQ-1.1: Utilize Clean Diesel-Powered Off-Road Equipment during	Utilize clean diesel-powered off-road	Ongoing during	Project Sponsor	CDD
Construction to Control Off-Road Construction-Related PM2.5 and PM10 Emissions. The	equipment during construction.	construction.		1
Project Sponsor shall ensure that all off-road diesel-powered equipment used during				1
construction between 2016 and 2018 shall be equipped with EPA Tier 3 or cleaner engines,				1
except for specialized construction equipment for which an EPA Tier 3 engine is not				
available. This requirement shall ensure construction equipment remains cleaner than the				[
fleet-wide average. The analysis assumes emission reductions compared to a fleet-wide				
average Tier 2 engine between 2016 and 2018. The Project Sponsor shall also ensure that				1
all off-road, diesel-powered equipment used during construction shall be equipped with a				1
Level 3 Diesel Particulate Filter (DPF).				
				1
	1			

1300 El Camino Real Greenheart Project Mitigation Monitoring and Reporting Program					
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party	
Mitigation Measure AQ-1.2: Use Modern Fleet for On-Road Material Delivery and Haul Trucks during Construction. The Project Sponsor shall ensure that all on-road heavy-duty diesel trucks with a gross vehicle weight rating of 19,500 pounds or greater used at the Project site shall comply with EPA 2007 on-road emission standards for PM10 (0.01 grams per brake horsepower-hour). These PM10 standards were phased in through the 2007 and 2010 model years on a percent of sales basis (50 percent of sales in 2007 to 2009 and 100 percent of sales in 2010). This mitigation measure assumes that all on-road heavy-duty diesel trucks shall be model year 2010 and newer, with all trucks compliant with EPA 2007 on road emission standards. While project impacts are associated with PM2.5 concentrations and the EPA 2007 on-road emission standards address PM10 emission, the newer engine technologies that are required to meet the PM10 emission standards shall also reduce PM2.5 concentrations.	Use Modern Fleet for On-Road Material Delivery and Haul Trucks during Construction.	Ongoing during construction.	Project Sponsor	CDD	
IMPACT BEING ADDRESSED: Impact C-AQ-1: Exposure of Sensitive Receptors to Cumulative Health Risks during Construction. Cumulative development in the Project vicinity would not expose sensitive receptors to substantial health risks during construction					
Mitigation Measures AQ-1.1 and AQ-1.2	See above	See above	See above	See above	
BIOLO	OGICAL RESOURCES				
Mitigation Measures from the Specific Plan Applicable to the Project					
IMPACT BEING ADDRESSED: Impact BIO-1: The Project could result in the take of spec				_	
Mitigation Measure BIO-1a: Pre-Construction Special-Status Avian Surveys. No more than two weeks in advance of any tree or shrub pruning, removal, or ground-disturbing activity that will commence during the breeding season (February 1 through August 31), a qualified wildlife biologist will conduct pre-construction surveys of all potential special-status bird nesting habitat in the vicinity of the planned activity. Pre-construction surveys are not required for construction activities scheduled to occur during the non-breeding season (August 31 through January 31). Construction activities commencing during the non-breeding season and continuing into the breeding season do not require surveys (as it is assumed that any breeding birds taking up nests would be acclimated to project-related activities already under way). Nests initiated during construction activities would be presumed to be unaffected by the activity, and a buffer zone around such nests would not be necessary. However, a nest initiated during construction cannot be moved or altered.	disturbing activity will commence between February 1 through August 31.	Prior to tree or shrub pruning or removal, any ground disturbing activity and/or issuance of demolition, grading or building permits.	Qualified wildlife biologist retained by Project Sponsor	CDD	
If pre-construction surveys indicate that no nests of special-status birds are present or that nests are inactive or potential habitat is unoccupied: no further mitigation is required.  If active nests of special-status birds are found during the surveys: implement Mitigation Measure BIO-1b.					

	oject Mitigation Monitoring and Reporting I		Immiamantina Pt-	Manitarina
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
Mitigation Measure BIO-1b: Avoidance of active nests. If active nests of special-status birds or other birds are found during surveys, the results of the surveys would be discussed with the California Department of Fish and Game and avoidance procedures will be adopted, if necessary, on a case-by- case basis. In the event that a special-status bird or protected nest is found, construction would be stopped until either the bird leaves the area or avoidance measures are adopted. Avoidance measures can include construction buffer areas (up to several hundred feet in the case of raptors), relocation of birds, or seasonal avoidance. If buffers are created, a no disturbance zone will be created around active nests during the breeding season or until a qualified biologist determines that all young have fledged. The size of the buffer zones and types of construction activities restricted will take into account factors such as the following:  1. Noise and human disturbance levels at the Plan area and the nesting site at the time of the survey and the noise and disturbance expected during the construction activity;  2. Distance and amount of vegetation or other screening between the Plan area and the nest; and  3. Sensitivity of individual nesting species and behaviors of the nesting birds.	If active nests are found during survey, the results will be discussed with the California Department of Fish and Game and avoidance procedures adopted.  Halt construction if a special-status bird or protected nest is found until the bird leaves the area or avoidance measures are adopted.	Prior to tree or shrub pruning or removal, any ground-disturbing activities and/or issuance of demolition, grading or building permits.	Project Sponsor and contractor(s)	CDD
Impact BIO-5: The Project could result in the take of special-status bat species.				
Mitigation Measure BIO-5a: Preconstruction surveys. Potential direct and indirect disturbances to special-status bats will be identified by locating colonies and instituting protective measures prior to construction of any subsequent development project. No more than two weeks in advance of tree removal or structural alterations to buildings with closed areas such as attics, a qualified bat biologist (e.g., a biologist holding a California Department of Fish and Game collection permit and a Memorandum of Understanding with the California Department of Fish and Game allowing the biologist to handle and collect bats) shall conduct pre-construction surveys for potential bats in the vicinity of the planned activity. A qualified biologist will survey buildings and trees (over 12 inches in diameter at 4.5-foot height) scheduled for demolition to assess whether these structures are occupied by bats. No activities that would result in disturbance to active roosts will proceed prior to the completed surveys. If bats are discovered during construction, any and all construction activities that threaten individuals, roosts, or hibernacula will be stopped until surveys can be completed by a qualified bat biologist and proper mitigation measures implemented.	Retain a qualified bat biologist to conduct pre-construction survey for bats and potential roosting sites in vicinity of planned activity.  Halt construction if bats are discovered during construction until surveys can be completed and proper mitigation measures implemented.	Prior to tree pruning or removal or issuance of demolition, grading or building permits.	Qualified bat biologist retained by project sponsor(s)	CDD
If no active roosts present: no further action is warranted.				
If roosts or hibernacula are present: implement Mitigation Measures BIO-5b and 5c.				

	pject Mitigation Monitoring and Reporting I			
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
Mitigation Measure BIO-5b: Avoidance. If any active nursery or maternity roosts or hibernacula of special-status bats are located, the subsequent development project may be redesigned to avoid impacts. Demolition of that tree or structure will commence after young are flying (i.e., after July 31, confirmed by a qualified bat biologist) or before maternity colonies forms the following year (i.e., prior to March 1). For hibernacula, any subsequent development project shall only commence after bats have left the hibernacula. Nodisturbance buffer zones acceptable to the California Department of Fish and Game will be observed during the maternity roost season (March 1 through July 31) and during the winter for hibernacula (October 15 through February 15).  Also, a no-disturbance buffer acceptable in size to the California Department of Fish and Game will be created around any roosts in the Project vicinity (roosts that will not be destroyed by the Project but are within the Plan area) during the breeding season (April 15 through August 15), and around hibernacula during winter (October 15 through February 15). Bat roosts initiated during construction are presumed to be unaffected, and no buffer is necessary. However, the "take" of individuals is prohibited.	If any active nursery or maternity roosts or hibernacula are located, no disturbance buffer zones shall be established during the maternity roost and breeding seasons and hibernacula.	pruning or issuance of	Qualified bat biologist retained by project sponsor(s)	CDD
Mitigation Measure BIO-5c: Safely evict non-breeding roosts. Non-breeding roosts of special-status bats shall be evicted under the direction of a qualified bat biologist. This will be done by opening the roosting area to allow airflow through the cavity. Demolition will then follow no sooner or later than the following day. There should not be less than one night between initial disturbance with airflow and demolition. This action should allow bats to leave during dark hours, thus increasing their chance of finding new roosts with a minimum of potential predation during daylight. Trees with roosts that need to be removed should first be disturbed at dusk, just prior to removal that same evening, to allow bats to escape during the darker hours. However, the "take" of individuals is prohibited.	A qualified bat biologist shall direct the eviction of non-breeding roosts.	Prior to tree removal or pruning or issuance of demolition, grading or building permits.	Qualified bat biologist retained byProject Sponsor	CDD
CULT	URAL RESOURCES			
Mitigation Measures from the Specific Plan Applicable to the Project				
Impact CUL-2: The Project could impact currently unknown archaeological resources.				
Mitigation Measure CUL-2a: When specific projects are proposed that involve ground disturbing activity, a site-specific cultural resources study shall be performed by a qualified archaeologist or equivalent cultural resources professional that will include an updated records search, pedestrian survey of the project area, development of a historic context, sensitivity assessment for buried prehistoric and historic-period deposits, and preparation of a technical report that meets federal and state requirements. If historic or unique resources are identified and cannot be avoided, treatment plans will be developed in consultation with the City and Native American representatives to mitigate potential impacts to less than significant based on either the Secretary of the Interior's Standards described in Mitigation Measure CUL-1 (if the site is historic) or the provisions of Public Resources Code Section 21083.2 (if a unique archaeological site).	A qualified archeologist shall complete a site-specific cultural resources study.  If resources are identified and cannot be avoided, treatment plans will be developed to mitigate impacts to less than significant, as specified.	Simultaneously with a project application submittal.	Qualified archaeologist retained by the Project Sponsor.	CDD

	pject Mitigation Monitoring and Reporting I		_	
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
Mitigation Measure CUL-2b: Should any archaeological artifacts be found during construction, all construction activities within 50 feet shall immediately halt and the City must be notified. A qualified archaeologist shall inspect the findings within 24 hours of the discovery. If the resource is determined to be a historical resource or unique resource, the archaeologist shall prepare a plan to identify, record, report, evaluate, and recover the resources as necessary, which shall be implemented by the developer. Construction within the area of the find shall not recommence until impacts on the historical or unique archaeological resource are mitigated as described in Mitigation Measure CUL-2a above. Additionally, Public Resources Code Section 5097.993 stipulates that a project sponsor must inform project personnel that collection of any Native American artifact is prohibited by law.	If any archaeological artifacts are discovered during demolition/construction, all ground disturbing activity within 50 feet shall be halted immediately, and the City of Menlo Park Community Development Department shall be notified within 24 hours.  A qualified archaeologist shall inspect any archaeological artifacts found during construction and if determined to be a resource shall prepare a plan meeting the specified standards which shall be implemented by the project sponsor(s).	Ongoing during construction.	Qualified archaeologist retained by the Project Sponsor.	CDD
Impact CUL-3: The Project may adversely affect unidentifiable paleontological resource	9S.	<u> </u>	I	
Mitigation Measure CUL-3: Prior to the start of any subsurface excavations that would extend beyond previously disturbed soils, all construction forepersons and field supervisors shall receive training by a qualified professional paleontologist, as defined by the Society of Vertebrate Paleontology (SVP), who is experienced in teaching non-specialists, to ensure they can recognize fossil materials and will follow proper notification procedures in the event any are uncovered during construction. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who will evaluate its significance. Training on paleontological resources will also be provided to all other construction workers, but may involve using a videotape of the initial training and/or written materials rather than in-person training by a paleontologist. If a fossil is determined to be significant and avoidance is not feasible, the paleontologist will develop and implement an excavation and salvage plan in accordance with SVP standards. (SVP, 1996)	A qualified paleontologist shall conduct training for all construction personnel and field supervisors.  If a fossil is determined to be significant and avoidance is not feasible, the paleontologist will develop and implement an excavation and salvage plan in accordance with SVP standards.	Prior to issuance of grading or building permits that include subsurface excavations and ongoing through subsurface excavation.	Qualified archaeologist retained by the Project Sponsor.	CDD
Impact CUL-4: Implementation Project may cause disturbance of human remains include	ling those interred outside of formal cemet	eries.		•
Mitigation Measure CUL-4: If human remains are discovered during construction, CEQA Guidelines 15064.5(e)(1) shall be followed, which is as follows:  * In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps should be taken:  1) There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:  a) The San Mateo County coroner must be contacted to determine that no investigation of the cause of death is required; and  b) If the coroner determines the remains to be Native American:	If human remains are discovered during any construction activities, all ground-disturbing activity within the site or any nearby area shall be halted immediately, and the County coroner must be contacted immediately and other specified procedures must be followed as applicable.	On-going during construction	Qualified archeologist retained by the Project Sponsor.	CDD

1300 El Camino Real Greenheart Pro	pject Mitigation Monitoring and Reporting	Program		
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
1. The coroner shall contact the Native American Heritage Commission within 24 hours; 2. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American; 3. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public				
Resources Code Section 5097.98; or  2) Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.				
a) The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the Commission. b) The descendant identified fails to make a recommendation; or				
c) The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.	GASES AND CLIMATE CHANGE			
Mitigation Measures from the Specific Plan Applicable to the Project	SASES AND CLIMATE CHANGE			
IMPACT BEING ADDRESSED: Impact GHG-1: The Project would generate GHG emission	ns, both directly and indirectly, that would	have a significant imp	pact on the environment.	
Mitigation Measure GHG-1: Implement feasible BAAQMD-identified GHG Mitigation Measures and Proposed City CALGreen Amendments. BAAQMD has identified a menu of over 100 available mitigation measures for the purposes of addressing significant air quality impacts, including GHG impacts that arise from implementation of plans including Specific	For project-specific actions: Implement feasible BAAQMD-identified GHG Mitigation Measures.	submittal and/or on-	Project Sponsor	PW/CDD
Plans. Many of the GHG reduction measures are already part of the proposed Specific Plan and discussed in the Project Description. Several BAAQMD identified mitigation measures are not applicable to a Specific Plan as they are correlated to specific elements of a general plan. As an example, Table 4.6-5 presents the mitigation measures contained in the BAAQMD CEQA Guidelines related to Land Use elements and either correlates each to a specific element of the project, explains why it is inapplicable to the proposed project or identifies it as a mitigation measure to be implemented by the proposed project. This method was used in consideration of all BAAQMD identified GHG mitigation measures for plans to develop the following list of available mitigation measures (with BAAQMD-identified category) for the proposed Specific Plan:	Measures relating to City policies have been incorporated into Specific Plan or otherwise adopted by City (see explanation below regarding applicable measures).	going during construction  Adopt as part of Specific Plan; verify project compliance simultaneously with project application.	City Council (Plan adoption)	CDD
* Facilitate lot consolidation that promotes integrated development with improved pedestrian and vehicular access (Land Use Element: Compact Development). The Specific Plan's increased intensities encourage lot consolidation for developers wishing to maximize efficiencies and new standards and guidelines will result in improved pedestrian (Section E.5) and vehicular (Section E.3.7) access.				

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Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party	
* Ensure that new development finances the full cost of expanding public infrastructure and services to provide an economic incentive for incremental expansion (Land Use Element: Compact Development). Specific Plan Section E.3.1 describes a process for public benefit negotiation to obtain additional financing for public infrastructure beyond required payments for impact fees such as park dedication and Transportation Fees.				Party	
* Ensure new construction complies with California Green Building Code Standards and local green building ordinances (Land Use Element: Sustainable Development). The City currently requires compliance with both California Green Building Code Standards and locally-adopted amendments citywide. Standard E.3.8.01 states that all citywide sustainability codes or requirements shall apply to the Plan area, unless the Plan area is explicitly exempted, which it is not.  * Provide permitting incentives for energy efficient and solar building projects (Land Use Element: Sustainable Development). Section E.3.8 of the Specific Plan provides specific standards and guidelines for sustainable practices. Section E.3.1 would allow for the consideration of public benefit bonus intensity or height if a project were to exceed the standards stated Section E.3.8.  * Support the use of electric vehicles; where appropriate. Provide electric recharging facilities (Circulation Element: Local Circulation; see also Mitigation Measure GHG-2 below). Mitigation Measure GHG-2a (below) has been incorporated into the Specific Plan.					
* Allow developers to reach agreements with auto-oriented shopping center owners to use commercial parking lots as park-and-ride lots and multi-modal transfer sites (Circulation Element: Regional Circulation). The intent of the Specific Plan is to preserve and enhance community life, character and vitality through public space improvements, mixed use infill projects sensitive to the small town character of Menlo Park and improved connectivity. Auto oriented shopping centers are not envisioned in the Plan area.					
* Eliminate [or reduce] parking requirements for new development in the Specific Plan area (Circulation Element: Parking). The Final Specific Plan has been modified to provide for lower parking rates in the station area and station area sphere of influence. ? Encourage developers to agree to parking sharing between different land uses (Circulation Element: Parking). This is permitted by existing City policies and reinforced in the Specific Plan through allowed shared parking reductions (Section F.8).					
* Require developers to provide preferential parking for low emissions and carpool vehicles (Circulation Element: Parking). These are included as strategies that may be included in a Transportation Demand Management (TDM) program (Section F.10).					
* Minimize impervious surfaces in new development and reuse project in the Specific Plan area (Conservation Element: Water Conservation). Section 4.8, Hydrology and Water Quality, of this EIR includes a discussion of existing grading, drainage and hydrology requirements and Specific Plan guidelines to limit impervious surfaces in the Plan area.					
* Require fireplaces installed in residential development to be energy efficient in lieu of open hearth. Prohibit the installation of wood burning devices (Conservation Element: Energy Conservation). The City of Menlo Park Municipal Code includes Section 12.52, Wood Burning Appliances, to control the use of wood burning devises.					

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Sealing of HVAC ducts. This is a project level BAAQMD measure that requires the developer to obtain third party HVAC commissioning to ensure proper sealing of ducts and optimal heating and cooling efficiencies. BAAQMD estimated that this measure reduces air conditioning electrical demand by 30 percent. The California Energy commission estimates that air conditioning electrical demand represents approximately 20 percent of total demand or a single family residence and this measure would reduce electrical-related GHG emissions by approximately 100 metric tons/year of CO2e. The City currently requires testing of heating and cooling ducts for all newly constructed buildings.				
MPACT BEING ADDRESSED: Impact GHG-2: The Project could conflict with applicable of reducing the emissions of GHGs.	plans, policies or regulations of an agency	y with jurisaiction over	tne Project adopted for	tne purpos
Mitigation Measure GHG-2a: All residential and/or mixed use developments of sufficient size to require LEED certification under the Specific Plan shall install one dedicated electric rehicle/plug-in hybrid electric vehicle recharging station for every 20 residential parking spaces provided. Per the Climate Action Plan the complying applicant could receive incentives, such as streamlined permit processing, fee discounts, or design templates.	Install one dedicated electric vehicle/plug-in hybrid electric vehicle recharging station for every 20 residential parking spaces	Simultaneous with project application submittal	Project Sponsor	CDD
ditigation Measure GHG-2b: The City could implement a pilot program in the Specific Planarea to require mandatory commercial recycling, either at all buildings or, at a minimum, at newly constructed buildings. Such a program, identified in the AB 32 Scoping Plan and included in the City's Climate Action Plan (CAP) as a measure for future study, could reduce GHG emissions in the Plan area and, if successful, could be implemented citywide.	Consider feasibility of pilot program. If pilot or permanent program implemented, require commercial recycling in applicable projects	Consider feasibility of pilot program as outlined in CAP.  If adopted, simultaneous with project application submittal and ongoing.	Feasibility study: PW  If adopted: Project Sponsor	PW PW
HAZA	I RDOUS MATERIALS			
Mitigation Measures from the Specific Plan Applicable to the Project MPACT BEING ADDRESSED: Impact HAZ-3: Hazardous materials used on any individu environment through improper handling or storage.		uels, lubricants, solver	nts) could be released to	o the
Mitigation Measure HAZ-3: All development and redevelopment shall require the use of construction Best Management Practices (BMPs) to control handling of hazardous materials during construction to minimize the potential negative effects from accidental release to groundwater and soils. For projects that disturb less than one acre, a list of BMPs to be implemented shall be part of building specifications and approved of by the City Building Department prior to issuance of a building permit.	Implement best management practices to reduce the release of hazardous materials during construction.	Prior to building permit issuance for sites disturbing less than one acre and on-going during construction for all project sites	Project Sponsor and contractor(s)	CDD
Mitigation Measures from 1300 El Camino Real Project Infill EIR	L.	I.		

1300 El Camino Real Greenheart Pro	oject Mitigation Monitoring and Reporting	Program		
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
Mitigation Measure HAZ-1.1: Prepare and Implement a Spill Prevention, Control, and Countermeasure Program for Construction Activities. The contractors will develop and implement a Spill Prevention, Control, and Countermeasure Program (SPCCP) to minimize the potential for and effects from spills of hazardous, toxic, or petroleum substances during construction and demolition activities. The SPCCP will be completed before any construction or demolition activities begin. Implementation of this measure will comply with state and federal water quality regulations.  The Project Sponsor will review and approve the SPCCP before the onset of construction activities. The Project Sponsor will routinely inspect the construction area to verify that the measures specified in the SPCCP are properly implemented and maintained. The Project Sponsor will notify its contractors immediately if there is a noncompliance issue and will require compliance.	Prepare and implement a spill prevention, control, and countermeasure program for construction activities.	Ongoing during construction.	Project Sponsor and contractor(s)	CDD
The federal reportable spill quantity for petroleum products, as defined in 40 CFR 110, is any oil spill that includes any of the following:				
<ul> <li>Violates applicable water quality standards,</li> <li>Causes a film or sheen on or discoloration of the water surface or adjoining shoreline, or</li> </ul>				
• Causes a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.  If a spill is reportable, the contractors' superintendents will notify the Project Sponsor, and the Project Sponsor will take action to contact the appropriate safety and cleanup crews and ensure that the SPCCP is followed. A written description of reportable releases must be submitted to the San Francisco Bay Regional Water Quality Control Board. This submittal must contain a description of the spill, including the type of material and an estimate of the amount spilled, the date of the release, an explanation of why the spill occurred, and a description of the steps taken to prevent and control future releases. The releases will be documented on a spill report form.				
If a reportable spill has occurred and Project activities have adversely affected surface water or groundwater quality, a detailed analysis will be performed by a registered environmental assessor to identify the likely cause of contamination. This analysis will conform to American Society for Testing and Materials (ASTM) standards and will include recommendations for reducing or eliminating the source or mechanisms of contamination. Based on this analysis, the Project Sponsor and its contractors will select and implement measures to control contamination, with a performance standard that groundwater quality must be returned to baseline conditions. These measures will be subject to approval by the Project Sponsor.				
IMPACT BEING ADDRESSED: Impact HAZ-2: Accidental Release of Hazardous Materials forseeable upset and accident conditions involving the release of hazardous materials		azard to the public or th	ne environment through	reasonably
Mitigation Measure HAZ-2.1: Hazardous Materials Characterization at 1258 and 1300 El Camino Real and Derry Lane. Prior to construction, the following characterization activities shall be conducted by a qualified environmental consultant in areas of the Project site where the likelihood of contaminated media exists. If contaminants are discovered, the consultant shall provide recommendations for the proper treatment and/or removal and disposal of the contaminated media. The following characterization activities are based on the recommendations included in the Phase I ESAs.	Characterize hazardous materials	Prior to construction.	Project Sponsor and contractor(s)	CDD

	oject Mitigation Monitoring and Reporting			
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
Remaining components of the 21 hydraulic lifts located on the 1300 El Camino Real site				raity
shall be removed by a qualified contractor, with soil samples collected at the bottom of each				
hole for laboratory analyses for total petroleum hydrocarbons as hydraulic oil and PCBs.				
Soil samples shall be collected at the 1300 El Camino Real site in locations of former				
automotive painting and detailing operations, sumps, and trenches for laboratory analyses				
for total extractable and purgeable petroleum hydrocarbons and volatile organic compounds				
(VOCs).				
• Groundwater, soil, and soil vapor sampling for VOCs shall be conducted in the eastern				
portion of the 1300 El Camino Real site to determine the significance and extent of the on- site impact from the off-site PCE release.				
• Fill soils on the 1300 El Camino Real site shall be sampled for chemicals of potential concern associated with an unknown source of fill.				
• Soil at the location of a former transformer on the 1300 El Camino Real site shall be				
sampled for PCBs.				
• The cause of the depressed asphalt area on the 1258 El Camino Real shall be investigated				
and remedied.				
Construction materials shall be surveyed for ACMs and lead-based paint by a certified     Acceptable to the ACC FLO and a Republic ACC FLO and a Republic and Based are at the ACC FLO and a Republic and Based are at the ACC FLO and a Republic and Based are at the ACC FLO and a Republic and Based are at the ACC FLO and a Republic and Based are at the ACC FLO and a Republic and Based are at the ACC FLO and a Republic and Based are at the ACC FLO and a Republic and Based are at the ACC FLO and a Republic and Based are at the ACC FLO and a Republic and ACC FLO and a Republic and ACC FLO and a Republic and ACC FLO and ACC F				
consultant on the 1258 El Camino Real site, 1300 El Camino Real site, and Derry Lane site				
to comply with applicable BAAQMD and Cal/OSHA regulations.  If contaminants are discovered during testing, the Project Sponsor will report the				
contamination to SMCEHD to determine how the contamination is to be addressed and				
update the HMBP within 30 days of discovering the contamination to reflect the new				
understanding of hazardous materials at the Project site.				
Mitigation Measure HAZ-2.2: Implementation of Remedial Action Recommendations	Implement remedial action	Prior to construction.	Project Sponsor and	CDD
included in the Derry Lane RAW. Upon approval by the DTSC and prior to construction; site-	recommendations.		contractor(s)	
specific remedial action recommendations contained in the RAW shall be conducted at the			(-,	
Derry Lane site as required by the Imminent and Substantial Endangerment Determination				
and Order and Remedial Action Order issued by the DTSC in May 2011. As detailed in the				
Environmental Setting, remedial actions proposed in the RAW may include; soil excavation				
and disposal, ISCO injections, well monitoring and implementation of institutional controls.				
Mitigation Measure HAZ-2.3: Implement Engineering Controls and Best Management	Implement best management practices to	Ongoing during	Project Sponsor and	CDD
Practices during Construction. During construction activities conducted on all sites, the	reduce the release of hazardous materials	construction.	contractor(s)	
contractor shall employ engineering controls and BMPs to minimize human exposure to	during construction.			
potential contaminants and potential negative effects from an accidental release to				
groundwater and soils. Engineering controls and construction BMPs shall include, but not be				
limited to, the following:				
<ul> <li>Contractor employees working on-site shall be certified in OSHA's 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training program.</li> </ul>				
Contractor shall monitor the area around the construction site for fugitive vapor emissions				
with appropriate field screening instrumentation.				
Contractor shall water/mist soil as it is being excavated and loaded onto trucks.				
• Contractor shall place any stockpiled soil in areas that are shielded from prevailing winds.				
			1	

	oject Mitigation Monitoring and Reporting		1	1
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<ul> <li>Contractor shall cover the bottom of excavated areas with sheeting when work is not being performed.</li> </ul>				
All materials will be handled consistent with the HMBP developed for the Project.	Doubles and the still a settlette DOD and	Deianta con dia a an all	Danie at One and an	ODD
Mitigation Measure HAZ-2.4: Develop Construction Activity Dust Control Plan (DCP) and Asbestos Dust Management Plan (ADMP). Prior to commencement of site grading on all sites, the Project Sponsor shall retain a qualified professional to prepare a DCP/ADMP. The DCP shall incorporate the applicable BAAQMD standards pertaining to fugitive dust control. The ADMP will be prepared if ACMs are identified onsite and shall be submitted to and approved by BAAQMD prior to the beginning of construction. The Project Sponsor will ensure implementation of all specified dust control measures throughout construction of the Project. The ADMP shall require compliance with specific control measures to the extent deemed	Develop construction activity DCP and ADMP.	Prior to grading on all sites.	Project Sponsor	CDD
necessary by BAAQMD to meet its standard.				
	NOISE			
Mitigation Measures from the Specific Plan Applicable to the Project IMACT BEING ADDRESSED: Impact NOI-1: Construction activities associated with imp				
of other agencies.  Mitigation Measure NOI-1a: Construction contractors for subsequent development projects	A construction noise control plan shall be	Prior to demolition,	Project Sponsor and	CDD
within the Specific Plan area shall utilize the best available noise control techniques (e.g.,	prepared and submitted to the City for	grading or building	contractor(s)	
improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures,	review.	permit issuance		
and acousticallyattenuating shields or shrouds, etc.) when within 400 feet of sensitive receptor locations. Prior to demolition, grading or building permit issuance, a construction	Implement noise control techniques to reduce ambient noise levels.	Measures shown on plans, construction		
noise control plan that identifies the best available noise control techniques to be		documents and		
implemented, shall be prepared by the construction contractor and submitted to the City for		specification and		
review and approval. The plan shall include, but not be limited to, the following noise control elements:		ongoing through construction		
* Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler shall achieve lower noise levels from the exhaust by approximately 10 dBA. External jackets on the tools themselves shall be used where feasible in order to achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible;				
* Stationary noise sources shall be located as far from adjacent receptors as possible and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to the extent feasible; and				

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Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
* When construction occurs near residents, affected parties within 400 feet of the construction area shall be notified of the construction schedule prior to demolition, grading or building permit issuance. Notices sent to residents shall include a project hotline where residents would be able to call and issue complaints. A Project Construction Complaint and Enforcement Manager shall be designated to receive complaints and notify the appropriate City staff of such complaints. Signs shall be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and day and evening contact numbers, both for the construction contractor and City representative(s), in the event of problems.				
Mitigation Measure NOI-1b: Noise Control Measures for Pile Driving: Should pile-driving be necessary for a subsequently proposed development project, the project sponsor would require that the project contractor predrill holes (if feasible based on soils) for piles to the maximum feasible depth to minimize noise and vibration from pile driving. Should pile-driving be necessary for the proposed project, the project sponsor would require that the construction contractor limit pile driving activity to result in the least disturbance to neighboring uses.	If pile-driving is necessary for project, predrill holes to minimize noise and vibration and limit activity to result in the least disturbance to neighboring uses.	Measures shown on plans, construction documents and specifications and ongoing during construction	Project Sponsor and contractor(s)	CDD
Mitigation Measure NOI-1c: The City shall condition approval of projects near receptors sensitive to construction noise, such as residences and schools, such that, in the event of a justified complaint regarding construction noise, the City would have the ability to require changes in the construction control noise plan to address complaints.	Condition projects such that if justified complaints from adjacent sensitive receptors are received, City may require changes in construction noise control plan.	Condition shown on plans, construction documents and specifications. When justified complaint received by City.	Project Sponsor and contractor(s) for revisions to construction noise control plan.	CDD
Impact NOI-3: The Project would introduce sensitive receptors to a noise environment v Municipal Code.	vith noise levels in excess of standards co	nsidered acceptable ur	nder the City of Menlo P	Park
Mitigation Measure NOI-3: Interior noise exposure within homes proposed for the Specific Plan area shall be assessed by a qualified acoustical engineer to determine if sound rated walls and windows would be required to meet the Title 24 interior noise level standard of 45 dBA, Ldn. The results of each study shall be submitted to the City showing conceptual window and wall assemblies with Sound Transmission Class (STC) ratings necessary to achieve the noise reductions for the project to satisfy the interior noise criteria within the noise environment of the Plan area.	Interior noise exposure assessed by qualified acoustical engineer and results submitted to City showing conceptual window and wall assemblies necessary to meet City standards.	Simultaneous with submittal for a building permit.	Project Sponsor and contractor(s)	CDD
Impact NOI-4: The Project would expose sensitive receptors to substantial levels of gro	undborne vibration.			
•	A qualified acoustical engineer to complete a vibration design study.	Simultaneous with submittal for a building permit	Qualified acoustical engineer retained by the Project Sponsor	CDD
	N, CIRCULATION AND PARKING			
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact TR-1: Traffic from the Project would adversely affect Mitigation Measures TR-1a through TR-1d: (see El Camino Real/Downtown Specific Plan	ect operation of area intersections.  Payment of fair share funding.	Prior to building permit issuance.	Project Sponsor	PW/CDD
EIR for details)				1

1300 El Camino Real Greenheart Pro	oject Mitigation Monitoring and Reporting	Program		
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
Mitigation Measure TR-2: New developments within the Specific Plan area, regardless of the amount of new traffic they would generate, are required to have in-place a City-approved Transportation Demand Management (TDM) program prior to project occupancy to mitigate impacts on roadway segments and intersections. TDM programs could include the following measures for site users (taken from the C/CAG CMP), as applicable:	Develop a Transportation Demand Management program.	Submit draft TDM program with building permit. City approval required before permit issuance. Implementation prior to	Project Sponsor	PW/CDD
* Commute alternative information;		project occupancy.		
* Bicycle storage facilities;				
* Showers and changing rooms;				
* Pedestrian and bicycle subsidies;				
* Operating dedicated shuttle service (or buying into a shuttle consortium);				
* Subsidizing transit tickets;				
* Preferential parking for carpoolers;				
* Provide child care services and convenience shopping within new developments;				
* Van pool programs;				
* Guaranteed ride home program for those who use alternative modes;				
* Parking cashout programs and discounts for persons who carpool, vanpool, bicycle or use				
public transit;  * Imposing charges for parking rather than providing free parking;				
* Providing shuttles for customers and visitors; and/or				
* Car share programs.				
Mitigation Measures from 1300 El Camino Real Project Infill EIR				l
because improvements would require obtaining additional rights-of-way, would violate			tion.	
Mitigation Measure TRA-1.1: Implement Intersection Improvements to Address Near-Term 2020 plus-Project Effects. Operations at Ravenswood Avenue/Laurel Street (#11) could be improved by modifying the intersection geometry to provide additional capacity. Impacts on this intersection were noted in the Specific Plan's Environmental Impact Report (EIR). Acceptable operations could be achieved at the intersection of Ravenswood Avenue/Laurel Street by reconfiguring the southbound Laurel Street approach to have a left-turn lane and a shared through/right-turn lane. This mitigation measure was not specified in the Specific Plan EIR. Conceptual schematics of the recommended feasible mitigation measures are provided in Appendix 3.1-G. A summary of the intersection analysis with mitigation measures is provided in Table 3.1-13. It may be possible to implement this mitigation measure within the existing right-of-way while maintaining the bicycle lanes, but it would require removal of onstreet parking and 10-foot-wide travel lanes. With this mitigation measure, the impact would be reduced to a less-than-significant level.	Pay fair share of funding for intersection improvements.	Within 180 days of the effective date of the Development Agreement (DA).	Project Sponsor	PW/CDD
IMPACT BEING ADDRESSED: Impact TRA-2: Impacts on Roadway Segments under Ne. 2020 plus-Project conditions would result in increased ADT volumes on area roadway segments.		reases in traffic associat	ed with the Project und	ler near-term
Mitigation MeasureTRA-2.1: Implement Roadway Segment Improvements to Address Near-	Implement roadway segments under near-	See below	See below	See below
Term 2020 plus-Project Effects. The mitigation measures below are recommended to reduce potentially significant impacts on study area roadway segments.	term 2020 plus-Project conditions.			
potentially significant impacts on study area roadway segments.				

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Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
A partial mitigation measure to reduce the impact on this roadway segment would be to construct Class II bicycle lanes on Oak Grove Avenue between El Camino Real and Laurel Street. This improvement was identified in the City's Specific Plan. It could require parking spaces to be removed along Oak Grove Avenue.	construction of Class II bicycle lanes at Intersection #10.	effective date of the DA.		
b. Oak Grove Avenue between Laurel Street and Middlefield Road (#11)  A partial mitigation measure to reduce the impact on this roadway segment would be to construct Class II bicycle lanes on Oak Grove Avenue between Laurel Street and the east	Pay fair share of funding for the construction of Class II bicycle lanes at Intersection #11.	Within 180 days of the effective date of the DA.	Project Sponsor	PW
city limits. This improvement was identified in the City's Specific Plan. It could require parking spaces to be removed along Oak Grove Avenue. c. Garwood Way between Glenwood Avenue and Oak Grove Avenue (#13)	Pay fair share of funding for the	Within 180 days of the	Project Sponsor	PW
A partial mitigation measure to reduce the impact on this roadway segment would be to sign a Class III bicycle route on Garwood Way between Glenwood Avenue and Oak Grove Avenue. This improvement was identified in the City's Specific Plan.	construction of Class III bicycle route at Intersection #13.	effective date of the DA.	r roject Sporisor	V
d. Transportation Demand Management Impacts on roadway segments would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. The	Implement the Project's TDM program.	During operation of the project.	Project Sponsor	PW
TDM program could reduce the number of vehicular trips by 2 to 30 percent, but even at the maximum of 30 percent, impacts on the four segments, although reduced, would still remain significant and unavoidable.				
IMPACT BEING ADDRESSED: Impact TRA-3: Impacts on Routes of Regional Significan- under near-term 2020 plus-Project conditions would result in significant impacts on se	•	ditions. Increases in tra	ffic associated with the	Project
Mitigation Measure TRA-3.1: Implement Routes of Regional Significance Improvements to Address Near-Term 2020 plus-Project Effects. The mitigation measures below were considered to reduce potentially significant impacts on Regional Routes of Significance.  Routes of Regional Significance could be widened to add travel lanes; however, the routes are under the jurisdiction of Caltrans. Although adding a travel lane would increase capacity, constructing additional lanes is not a feasible mitigation measure because of right-of-way constraints. Therefore, impacts at the following locations would remain significant and unavoidable:  • Willow Road – US 101 to Bayfront Expressway (northbound)  • Willow Road – Bayfront Expressway to US 101 (southbound)  • Bayfront Expressway – University Avenue to Willow Road (westbound)  • Bayfront Expressway – Willow Road to University Avenue (eastbound)  Partial mitigation measures are identified to reduce impacts of the Project on Routes of Regional Significance under near-term 2020 plus-Project conditions. The Project includes a TDM program that could reduce its peak-hour and daily trip totals. Impacts on Routes of Regional Significance would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. The	Implement TDM program and pay fair share contribution to widening travel lanes.	Within 180 days of the effective date of the DA.	Project Sponsor	PW/Caltrans
TDM program could reduce the number of vehicular trips by 2 to 30 percent, but even at the maximum of 30 percent, impacts on three of the four segments, although reduced, would still remain significant. With a full 30 percent trip reduction, the TDM program would reduce the impact on northbound Willow Road between US 101 and Bayfront Expressway to a less-than-significant level. However, because the reduction cannot be quantified and the effectiveness of the TDM program is uncertain, impacts to all four of the roadway segments would remain significant and unavoidable, as described below.				

1300 El Camino Real Greenheart Pro	pject Mitigation Monitoring and Reporting F	Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party		
IMPACT BEING ADDRESSED: Impact C-TRA-4: Impacts on Intersections under Cumulative 2040 plus-Project Conditions. Increases in traffic associated with the Project under cumulative 2040 plus-Project conditions would result in increased peak-hour delays at 13 intersections. Intersection impacts at nine of the intersections would be significant and unavoidable because improvements would require obtaining additional rights-of-way, would violate existing City/town policies, or would be outside the City's jurisdiction.						
Mitigation Measure C-TRA-4.1: Implement Intersection Improvements to Mitigate Cumulative 2040 plus-Project Effects. Operations at several intersections could be improved by modifying intersection geometry to provide additional capacity. Some of these modifications may be made by restriping the existing roadway. Conceptual schematics of the recommended feasible mitigation measures are provided in Appendix 3.1-G. A summary of the intersection analysis with mitigation measures is provided in Table 3.1 21.	See below.	See below.	Project Sponsor	PW		
a. Oak Grove Avenue/University Drive (#25) Acceptable operations could be achieved at the intersection of Oak Grove Avenue/University Drive by reconfiguring the westbound Oak Grove approach to have one exclusive left-turn lane and one exclusive right-turn lane. It may be possible to implement this mitigation measure within the existing right-of-way, but it would require removing on-street parking. This mitigation measure would not affect planned bike lanes along Oak Grove Avenue. However, removal of several parking spaces on the south side of Oak Grove Avenue would be required to incorporate both this mitigation measure and planned bike lanes at the Oak Grove Avenue approach to this intersection. With this mitigation measure, the impact would be reduced to a less-than-significant level. The Project would be required to contribute a fair share toward lane reconfigurations at this location. The Project's fair share would be 16.3 percent of the total cost of improvements, as determined in Appendix 3.1-H.	Pay fair share of funding towards lane configuration at Intersection #25.	Within 180 days of the effective date of the DA.	Project Sponsor	PW		
b. Santa Cruz Avenue/University Drive (North) (#26) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations would be achieved at Santa Cruz Avenue/University Drive (North) with signalization of the intersection. This mitigation measure is consistent with the mitigation measure noted in the Specific Plan EIR. No additional mitigation measures beyond those identified in the Specific Plan EIR would be required to achieve acceptable operations at this intersection. This mitigation measure is also specified in the Supplemental Transportation Impact Fee.  It is noted that traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as discussed in the Traffic Signal Warrants section. Because of the proximity of the nearby traffic signal at Santa Cruz Avenue/University Drive (South), the two signals should be interconnected, and coordinated timing should be implemented.  It may be possible to implement this mitigation measure within the existing right-of-way. The design locations for signal equipment, such as poles and controller cabinets, cannot be determined until the intersection has been potholed, which would typically occur during the preliminary engineering phase of the Project. However, the City's recent traffic signal installation and modification projects did not require additional rights-of-way, were built within the public right-of-way, and were not restricted by underground utilities. Therefore, it may reasonably be concluded that the experience would be similar at this location. With this mitigation measure, the impact would be reduced to a less-than-significant level. The Project is required to contribute a fair share toward a traffic signal at this location. The Project's fair share would be 32.6 percent of the total cost of improvements, as determined in Appendix 3.1-H.	signal at Intersection #26	Within 180 days of the effective date of the DA.	Project Sponsor	PW		

1300 El Camino Real Greenheart Pro	oject Mitigation Monitoring and Reporting	Program		
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
Mitigation Measure C-TRA-4.2: Implement Intersection Improvements to Reduce Cumulative 2040 plus-Project Effects. Operations at several intersections could be improved by modifying intersection geometry to provide additional capacity. Some of these modifications may require additional rights-of-way to add travel lanes. However, impacts would remain significant and unavoidable because the improvements would require obtaining additional rights-of-way, and some intersections are not under the City's jurisdiction. Conceptual schematics of the recommended feasible mitigation measures are provided in Appendix 3.1-G. A summary of the intersection analysis with mitigation measures is provided in Table 3.1-21.	See below.	See below	Project Sponsor	PW
a. Middlefield Road/Encinal Avenue (#2) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at the intersection of Middlefield Road/Encinal Avenue with an additional right-turn lane on the southbound Middlefield Road and eastbound Encinal Avenue approaches. The additional right-turn lane on the eastbound Encinal Avenue approach is consistent with the mitigation measure noted in the Specific Plan EIR. However, the additional right-turn lane on southbound Middlefield Road is beyond what was identified in the Specific Plan EIR as necessary to maintain acceptable operations. Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional rights-of-way would be required. Furthermore, because construction of the improvement would require approval from the Town of Atherton, its implementation cannot be guaranteed; therefore, the impact remains significant and unavoidable. The Project is required to pay the Supplemental Transportation Impact Fee and contribute a fair share toward the additional right-turn lanes on the southbound Middlefield Road and approach at this location which was not identified in the Specific Plan EIR mitigation measure. The funds would be available to the Town of Atherton for a 5-year period. The Project's fair share contribution would be 1.6 percent of the cost of the improvement, as shown in Appendix 3.1-H.	toward the additional lanes at Intersection #2.	Within 180 days of the effective date of the DA.	Project Sponsor	PW/Town of Atherton
b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3) It is noted that, for this scenario, traffic volumes at this intersection satisfy peak-hour traffic signal warrant criteria, as discussed in the Traffic Signal Warrants section. The peak-hour warrant would not be satisfied under near-term 2020 plus-Project conditions (see TRA-1.1.a, which is paraphrased below for reference).  Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at the intersection with signalization. This mitigation measure is consistent with the mitigation measure noted in the Specific Plan EIR. No additional mitigation measures beyond those identified in the Specific Plan EIR are required to achieve acceptable operations at this intersection. This mitigation measure is also specified in the Supplemental Transportation Impact Fee.	Contribute a fiar share towards a traffic signal at Intersection #3.	Within 180 days of the effective date of the DA.	Project Sponsor	PW/Atherton

1300 El Camino Real Greenheart Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
Although signalization would reduce the impact to a less-than-significant level, this mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and modify the Glenwood Gate. Additionally, because the measure would require approval from the Town of Atherton, its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable. The Project is required to contribute a fair share toward a traffic signal at this location. The funds would be available to the Town of Atherton for a 5-year period. The Project's fair share contribution would be 3.7 percent of the cost of the improvement, as noted in TRA-1.2.a and as shown in Appendix 3.1-H.				
c. Middlefield Road/Ravenswood Avenue (#5) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Ravenswood Avenue with the addition of a second northbound left-turn lane and a corresponding receiving lane on the west leg. This measure would require coordination with the Town of Atherton. Although this mitigation measure differs from the mitigation measures noted in the Specific Plan EIR, this measure is specified in the City's TIF program. The applicant should pay traffic impact fees per the current TIF schedule.	Contribute a fair share towards enhancements to bicycle and pedestrian infrastructure.	Within 180 days of the effective date of the DA.	Project Sponsor	PW/Town of Atherton
This measure has potentially significant secondary effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include adding a "jughandle" left turn for bikes on the east side of the intersection, adding a bicycle signal for crossing Middlefield Road, and making modifications to signal timing to provide adequate time for crossings. The modifications would also include warning signs and markings to comply with the CA-MUTCD. The Project is required to contribute a fair share toward enhancements to bicycle and pedestrian infrastructure noted above, which are not included in the City's TIF program. The Project's fair share contribution would be 12 percent of the cost of the improvement, as shown in Appendix 3.1-H.				
The impact would be reduced to a less-than-significant level with this measure. However, this measure would require coordination with and approval by the Town of Atherton, which cannot be guaranteed. Therefore, this intersection would experience a significant and unavoidable impact.  d. Middlefield Road/Willow Road (#7) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Willow Road with the following improvements:	Pay traffic impact fees per the current TIF	Within 180 days of the effective date of the DA.	Project Sponsor	PW
<ul> <li>Widening the eastbound Willow Road approach to provide an additional through lane.</li> <li>Widening the westbound Willow Road approach to provide an additional left-turn lane and re-striping the existing shared through/left-turn lane to a through-only lane.</li> <li>Widening the southbound Middlefield Road approach to include an exclusive through lane and re-striping the existing shared through/left-turn lane to a through-only lane.</li> </ul>				

1300 El Camino Real Greenheart Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
This mitigation measure is consistent with the mitigation measure noted in the Specific Plan EIR. Although the improvements to the westbound and eastbound approaches are beyond the scope of the mitigation measures identified in the Specific Plan, these improvements are specified in the City's TIF program. The applicant should pay traffic impact fees per the current TIF schedule.  This measure would have potentially significant secondary effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include modifications to signal timing to provide adequate time for crossings as well as the installation of warning signs and markings to comply with the CA-MUTCD.				raity
e. Laurel Street/Glenwood Avenue (#9)  Acceptable operations would be achieved at Laurel Street/Glenwood Avenue by signalizing the intersection. It is noted that traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as discussed in the Traffic Signal Warrants section. The Project is required to provide a fair-share contribution toward a traffic signal at this location. The Project's fair share contribution would be 1.4 percent of the cost of the improvement, as shown in Appendix 3.1-H. Because this measure would require coordination with and approval by Town of Atherton, its implementation cannot be guaranteed. No other mitigation measure was identified that would fully mitigate the impact. Therefore, this impact would be significant and unavoidable.	Provide fair-share contribution toward a traffic signal at Intersection #9.	Within 180 days of the effective date of the DA.	Project Sponsor	PW/Town of Atherton
f. Ravenswood Avenue/Laurel Street (#11) Impacts on this intersection were noted in the Specific Plan EIR. Improvements noted in TRA- 1.1, which include reconfiguring the southbound Laurel Street approach to have a left-turn lane and a shared through/right-turn lane, would only partially mitigate the impact at Ravenswood Avenue/Laurel Street. No feasible mitigations would fully mitigate the impact. Therefore, this impact would be significant and unavoidable.	Pay fair share to reconfigure the southbound Laurel Street approach.	Within 180 days of the effective date of the DA.	Project Sponsor	PW
g. Oak Grove Avenue/Alma Street (#13) It is noted that, for the cumulative 2040 plus-Project scenario, traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as discussed in the Traffic Signal Warrants section. However, the peak-hour warrant would not be satisfied at this intersection under near-term 2020 plus-Project conditions.	Pay fair share contribution to construct Class II bicycle lanes at Intersection #13.	Within 180 days of the effective date of the DA.	Project Sponsor	PW

1300 El Camino Real Greenheart Project Mitigation Monitoring and Reporting Program					
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party	
Although traffic volumes at this intersection would satisfy peak-hour signal warrant criteria, as discussed in the Traffic Signal Warrants section, a traffic signal is not recommended because it is infeasible given the immediate proximity of the Caltrain railroad tracks to the west and potential for queuing to extend onto the tracks. Acceptable operations could be achieved at the intersection of Oak Grove Avenue/Alma Street with the implementation of peak-hour left-turn restrictions on northbound Alma Street from 7:00 to 9:00 a.m. and 4:00 to 6:00 p.m. (as is currently being done on a trial basis along Ravenswood Avenue with use of a temporary median). However, as noted in TRA-1.2b, the City's experience has found that turn restrictions are ineffective because turn restrictions are ignored by drivers. Consequently, they would not mitigate the impact. Grade separation for the railroad tracks and Oak Grove Avenue would modify the Alma Street intersection and may mitigate this impact. However, grade separation is a large-scale, long-term project. It is not expected to be funded by one development. In addition, a design is still to be completed. No other feasible mitigation measures were identified that would fully mitigate the impact. Therefore, this impact would remain significant and unavoidable.					
, ,	Pay fair share contribution to construct Class II bicycle lanes at Intersection #15.	Within 180 days of the effective date of the DA.	Project Sponsor	PW	
Acceptable operations could be achieved at the intersection of Oak Grove Avenue/Garwood Way-Merrill Street with implementation of southbound left-turn restrictions on Garwood Way at Oak Grove Avenue, as noted in Mitigation Measure TRA-1-1.c. However, the City has found turn restrictions to be ineffective because turn restrictions are ignored by drivers. Additionally, the mitigation measure is not recommended under cumulative 2040 conditions because the increase in vehicular traffic that would be turning right at southbound Garwood Way would result in additional traffic at nearby intersections on El Camino Real. These intersections are expected to operate unacceptably under cumulative 2040 plus Project conditions.					
As discussed in TRA-1.2c, the Garwood Way extension would have a two-lane approach at the Oak Grove Avenue intersection. While this widening would reduce the delays at this intersection, the impact would not be reduced to less than significant.					
As discussed in TRA-1.2c, although it may mitigate this impact, grade separation is a large-scale, long-term project. It is not expected that it would be funded by one development. No other feasible mitigation measures were identified that would fully mitigate the impact. Therefore, this impact would be significant and unavoidable.					
A partial mitigation measure to reduce the impact on this intersection would be to construct Class II bicycle lanes on Oak Grove Avenue between El Camino Real and the east city limits. This improvement was identified in the City's Specific Plan. It could require parking spaces to be removed along Oak Grove Avenue.					

1300 El Camino Real Greenheart Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
i. El Camino Real/Glenwood Avenue-Valparaiso Avenue (#17) Impacts to this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at El Camino Real/Glenwood Avenue-Valparaiso Avenue with the following improvements:  • Widening the westbound Glenwood Avenue approach to provide an exclusive right-turn lane,  • Changing the northbound and southbound right-turn lanes to shared through/right-turn lanes, and  • Widening El Camino Real to provide additional receiving lanes in both the northbound and southbound directions.  This improvement would conflict with the Specific Plan goals to provide enhanced pedestrian crossing and sidewalks along El Camino Real by increasing the crossing distance, exacerbating the multiple threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), increasing exposure time to vehicle traffic, and placing pedestrians closer to moving vehicle traffic. These improvements would have secondary effects on bicyclists because they would be required to cross additional lanes of traffic to make a left-turn or proceed through the intersection. The improvements would also preclude a future bicycle lane on El Camino Real.	Provide payment to the TIF program for improvements at Intersection #17,	Within 180 days of the effective date of the DA.	Project Sponsor	PW/Caltrans
Improvements that would partially mitigate the impact at El Camino Real/Glenwood Avenue-Valparaiso Avenue include widening the westbound Glenwood Avenue approach to provide an exclusive right-turn lane. This improvement is identified in the City's TIF program and payment of the TIF would be used for construction. Because the intersection is controlled by Caltrans, this measure would require coordination with and approval by Caltrans, which cannot be guaranteed. Therefore, this intersection would experience a significant and unavoidable impact.  j. El Camino Real/Oak Grove Avenue (#18)  Acceptable operations could be achieved at the intersection of El Camino Real/Oak Grove Avenue by reconfiguring the northbound right-turn lane into a shared through/right-turn lane and adding a corresponding receiving lane. Although the impact would be reduced to a less than significant level with the implementation of this improvement, this measure would have secondary impacts to bicyclists by increasing the crossing distance and precluding a future bicycle lane on El Camino Real. In addition, this measure would conflict with the Specific Plan goals to provide enhanced pedestrian crossings and sidewalks along El Camino Real. Furthermore, the measure would require coordination with and approval from Caltrans, which cannot be guaranteed. No other feasible mitigation measures were identified that would fully mitigate the impact. Therefore, the impact would be significant and unavoidable.	Pay fair share for reconfiguring Intersection #18.	Within 180 days of the effective date of the DA.	Project Sponsor	PW/Caltrans
k. El Camino Real/Ravenswood Avenue-Menlo Avenue (#17) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at El Camino Real/Ravenswood Avenue-Menlo Avenue with the following improvements:  • Widening the eastbound Menlo Avenue approach to provide an exclusive left-turn lane,  • Widening the northbound El Camino Real approach to provide an additional through lane,  • Widening the northbound El Camino Real approach to provide an additional left-turn lane and widening Menlo Avenue to provide an additional receiving lane.	Pay fees per the current TIF schedule.	Within 180 days of the effective date of the DA.	Project Sponsor	PW/Caltrans

1300 El Camino Real Greenheart Project Mitigation Monitoring and Reporting Program					
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party	
Widening the southbound El Camino Real approach to provide an additional left-turn lane, and Re-striping the existing southbound El Camino Real right-turn lane to become a through/right-turn lane.  Although the additional northbound left-turn lane and corresponding receiving lane is not identified as part of the mitigation measure noted in the Specific Plan EIR, the improvement was identified in the City's TIF program as required in order to achieve acceptable operation, but is not feasible due to right-of-way constraints on northbound El Camino Real and eastbound Menlo Avenue. All other improvements listed above are consistent with the mitigation measure noted in the Specific Plan EIR and specified in the City's TIF program. The applicant is required to pay fees per the current TIF schedule.  These measures would have potentially significant secondary effects on bicyclists because they would be required to cross additional lanes of traffic to make a left turn or proceed through the intersection and also preclude a future bicycle lane on El Camino Real. This improvement conflicts with the Specific Plan goals to provide enhanced crossings and sidewalks along El Camino Real by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), increasing their exposure time to vehicles, and placing pedestrians closer to moving vehicle traffic.				Party	
In addition, significantly widening the northbound El Camino Real approach would likely require removal of the trees located at the southeast corner of the intersection and affect access to the 1000 El Camino Real property.					
Because the intersection is controlled by Caltrans, this measure would require coordination with and approval by Caltrans, which cannot be guaranteed. Furthermore, because of the mitigation measures' secondary impacts and right-of-way acquisition needs, it is considered infeasible. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Ravenswood Avenue-Menlo Avenue, and this impact remains significant and unavoidable.					
Mitigation Measure C-TRA-4.3: Implement Transportation Demand Management Program to Partially Reduce Cumulative 2040 plus Project Effects. A partial mitigation measure, to reduce the impacts of the Project at several intersections under the Cumulative 2040 plus-Project conditions, would be to implement a TDM program, as required by the Specific Plan. The proposed TDM program could reduce peak-hour and daily trip generation. However, although the TDM program could reduce the number of vehicular trips by 2 to 30 percent and reduce the intersection impacts, the effectiveness of the TDM program cannot be reliably predicted. Furthermore, the maximum 30 percent would not be enough to reduce impacts to a less-than-significant level. Therefore, the impacts would remain significant and unavoidable.	Implement the Project's TDM program.	During operation of the project.	Project Sponsor	PW	
IMPACT BEING ADDRESSED: Impact C-TRA-5: Impacts on Roadway Segments under Cumulative 2040 plus-Project Conditions. Increases in traffic associated with the Project under the					
cumulative 2040 plus-Project conditions would result in increased daily traffic volumes	. · · ·	ICaa halaw	Drainat Channer	DW/CDD	
Mitigation Measure C-TRA-5.1: Implement Roadway Segment Improvements to Address Cumulative 2040 plus-Project Effects. The mitigation measures below are recommended to reduce potentially significant impacts on study area roadway segments.	See below.	See below.	Project Sponsor	PW/CDD	
a. Oak Grove Avenue between El Camino Real and Laurel Street (#10)	See TRA-2.1a	See TRA-2.1a	See TRA-2.1a	See TRA-	

1300 El Camino Real Greenheart Pr	1300 El Camino Real Greenheart Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party	
(See TRA-2.1.a, which is paraphrased below for reference).  A partial mitigation measure to reduce the impact on this roadway segment would be to construct Class II bicycle lanes on Oak Grove Avenue between El Camino Real and Laurel Street. This improvement was identified in the City's Specific Plan. However, it could require on-street parking spaces to be removed along Oak Grove Avenue				2.1a	
b. Oak Grove Avenue between Laurel Street and Middlefield Road (#11) (See TRA-2.1.b, which is paraphrased below for reference) A partial mitigation measure to reduce the impact on this roadway segment would be to construct Class II bicycle lanes on Oak Grove Avenue between Laurel Street and the east city limits. This improvement was identified in the City's Specific Plan. However, it could require on-street parking spaces to be removed along Oak Grove Avenue.	See TRA-2.1b	See TRA-2.1b	See TRA-2.1b	See TRA- 2.1b	
c. Garwood Way between Glenwood Avenue and Oak Grove Avenue (#13) (See TRA-2.1.c, which is paraphrased below for reference). A partial mitigation measure to reduce the impact on this roadway segment would be to sign a Class III bicycle route on Garwood Way between Glenwood Avenue and Oak Grove Avenue. This improvement was identified in the City's Specific Plan	See TRA-2.1c	See TRA-2.1c	See TRA-2.1c	See TRA- 2.1c	
d. Transportation Demand Management Implementation of the trip reduction measures proposed in the Project's TDM program would partially reduce impacts on the roadway segments. The TDM program could reduce the number of vehicular trips by 2 to 30 percent. At the maximum of 30 percent, the impacts on the four local roadway segments, although reduced, would still remain significant.	Implement the Project's TDM program.	During operation of the project.	Project Sponsor	PW	
IMPACT BEING ADDRESSED: Impact C-TRA-6: Impacts on Routes of Regional Signific under cumulative 2040 plus-Project conditions would result in significant impacts on s	• •	onditions. Increases in	traffic associated with	the Project	
Mitigation Measure C-TRA-6.1: Implement Routes of Regional Significance Improvements to Address Cumulative 2040 plus-Project Effects. The mitigation measures below were considered to reduce potentially significant impacts on Regional Routes of Significance.	• •	During operation of the project.	Project Sponsor	PW	
Routes of Regional Significance could be widened to add travel lanes; however, the routes are under the jurisdiction of Caltrans. Adding a travel lane would increase capacity, but such projects are considered infeasible due to right-of-way constraints. Therefore, the impacts on the following Routes of Regional Significance would remain significant and unavoidable:					
<ul> <li>Willow Road – US 101 to Bayfront Expressway (northbound)</li> <li>Willow Road – Bayfront Expressway to US 101 (southbound)</li> <li>Bayfront Expressway – University Avenue to Willow Road (westbound)</li> <li>Bayfront Expressway – Willow Road to University Avenue (eastbound)</li> </ul>					

1300 El Camino Real Greenheart Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
Partial mitigation measures have been identified to reduce the impacts of the Project on Routes of Regional Significance under cumulative 2040 plus-Project conditions. The Project includes a TDM program that could reduce the number of trips generated during the peak periods and on a daily basis. To partially reduce impacts on Routes of Regional Significance, implementation of the trip reduction measures proposed in the Project's TDM program is recommended. The TDM program could reduce the number of vehicular trips by 2 to 30				
percent. At the maximum of 30 percent, impacts on three of the four segments would be reduced but still significant. The TDM program at the maximum range of effectiveness could reduce the impact on northbound Willow Road from US 101 to Bayfront Expressway to a less-than-significant level However, because the reduction cannot be quantified, and it is not anticipated that this would fully mitigate impacts on these segments, the impacts are considered significant and unavoidable.				
IMPACT BEING ADDRESSED: Impact TRA-7: Impacts on Bicycle and Pedestrian Faciliti demand for additional bicycle and pedestrian facilities.	ies. Increased bicycle and pedestrian traffic	in the vicinity of the P	roject would result in a	dded
Mitigation Measure TRA-7.1: Implement Improvements to Address Impacts on Bicycle Facilities. Gaps in bicycle infrastructure should be closed on Oak Grove Avenue and	See Mitigation Measures TRA-2.1.a, TRA-2.1.b, and TRA-2.1.c.	See Mitigation Measures TRA-2.1.a,	See Mitigation Measures TRA-2.1.a,	See Mitigation
Garwood Way by constructing bike lanes along Oak Grove Avenue between University Drive and the east city limits as well as a bicycle route along Garwood Way between Glenwood Avenue and Oak Grove Avenue. This mitigation measure is consistent with Mitigation Measures TRA-2.1.a, TRA-2.1.b, and TRA-2.1.c.		TRA-2.1.b, and TRA- 2.1.c.	TRA-2.1.b, and TRA- 2.1.c.	Measures TRA-2.1.a, TRA-2.1.b, and TRA- 2.1.c.
IMPACT BEING ADDRESSED: Impact TRA-10: Impacts on Railroad Crossings. The Proj	I ect would add traffic to a railroad crossing	which would result cor	l nflicts and safety conce	
TRA-10.1: Implement railroad crossing improvements to address Near-Term 2020 plus-Project and Cumulative 2040 plus-Project Effects. The mitigation measures below are recommended to reduce potential significant impacts on the railroad crossings.  a. Ravenswood Avenue railroad crossing Partial mitigations to reduce the impact at the Ravenswood Avenue crossing include:  • Extension of time-of-day turn restrictions on the northbound and southbound Alma Street approaches to Ravenswood Avenue.  • Roadway improvements to improve the visibility of "keep clear" zones when approaching the railroad tracks. The Project shall maintain the "keep clear" visibility zone.  It is worth noting that a median along Ravenswood Avenue, which restricts left turns on the northbound and southbound Alma Street approaches to Ravenswood Avenue, is currently installed as a trial project. Upon analysis of the effects of the median, the City shall determine whether the median along Ravenswood Avenue should remain.  b. Oak Grove Avenue and Glenwood Avenue railroad crossings.  Partial mitigations to reduce the impact at the Oak Grove Avenue and Glenwood Avenue railroad crossings, include maintaining the visibility of the "keep clear" zones, including roadway striping, lighting, and landscape maintenance. The Project shall maintain the "keep clear" visibility zone.	Implement roadway improvements at railroad crossings, including maintaining the visibility of the "keep clear" zones and maintain the "keep clear" visibility zone.	During construction and operation of the Project.	Project Sponsor	PW

# DRAFT - December 12, 2016

## RESOLUTION NO.\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING FINDINGS AND CONDITIONS FOR ARCHITECTURAL CONTROL, USE PERMIT, AND TENTATIVE MAP FOR THE 1300 EL CAMINO REAL PROJECT LOCATED AT 1258-1300 EL CAMINO REAL, 550-580 OAK GROVE AVENUE, AND 540-570 DERRY LANE

WHEREAS, the City of Menlo Park ("City") has received an application from Real Social Good Investments, LLC ("Applicant"), to demolish the existing buildings on-site and redevelop the property located at 1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane ("Project Site"), with the subsequent construction of two office buildings and one residential building, both with community-serving uses located on the ground floor, with a total floor area of approximately 420,000 square feet, and an underground parking garage and small surface lot with approximately 1,000 spaces;

**WHEREAS,** the findings and conditions for Architectural Control, Use Permit, and Tentative Map would ensure that all City requirements are applied consistently and correctly as part of the project's implementation;

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, an environmental impact report was prepared for the project and certified
by the City Council on, 2017, in accordance with the provisions of the California
Environmental Quality Act and CEQA Guidelines. Findings and a statement of
overriding considerations were adopted by the City Council on November, 2017 by
Resolution No; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on December 12, 2016 whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the findings and conditions for Architectural Control, Use Permit, and Tentative Map; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on \_\_\_\_, 2017 whereat all persons interested therein might appear and be heard; and

**WHEREAS**, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the findings and conditions for Architectural Control, Use Permit, and Tentative Map.

hereby approves the findings and conditions for Architectural Control, Use Permit, and Tentative Map attached hereto as <a href="Exhibit A">Exhibit A</a> and incorporated herein by this reference.
I, Pamela Aguilar, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the day of, 2017, by the following votes:
AYES: NOES: ABSENT: ABSTAIN:
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this day of November, 2017.
Pamela Aguilar, MMC City Clerk

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park

 PROJECT NUMBER: PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
		Investments LLC

<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

## **ACTION:**

- 1. Adopt the following findings, as per Section 16.68.020 of the Zoning Ordinance, pertaining to architectural control approval:
  - a. The general appearance of the structure is in keeping with the character of the neighborhood.
  - b. The development will not be detrimental to the harmonious and orderly growth of the City.
  - c. The development will not impair the desirability of investment or occupation in the neighborhood.
  - d. The development provides adequate parking as required in all applicable City Ordinances and has made adequate provisions for access to such parking.
  - e. The development is consistent with the El Camino Real/Downtown Specific Plan, as verified in detail in the Standards and Guidelines Compliance Worksheet.
- 2. Make findings, as per Section 16.82.030 of the Zoning Ordinance pertaining to the granting of use permits, that the proposed restaurant outdoor seating will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, and will not be detrimental to property and improvements in the neighborhood or the general welfare of the City.
- 3. Make findings that the proposed major subdivision is technically correct and in compliance with all applicable State regulations, City General Plan, Zoning and Subdivision Ordinances, and the State Subdivision Map Act:
  - a. The proposed map is consistent with applicable general and specific plans.
  - b. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.
  - c. The site is physically suitable for the type of development.
  - d. The site is physically suitable for the proposed density of development.

**PAGE**: 1 of 16

PROJECT NUMBER: PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
		Investments LLC

<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	<b>ACTION:</b> TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

### **ACTION:**

- e. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
- f. The design of the subdivision or type of improvements is not likely to cause serious public health problems.
- g. The design of the subdivision or the type of improvements does not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.
- 4. Approve the architectural control, use permit, and major subdivision subject to the following **standard** conditions:
  - a. Development of the project shall be substantially in conformance with the plans prepared by BAR Architects, consisting of 104 plan sheets, dated December 1, 2016, reviewed by the Planning Commission on December 12, 2016 and approved by the City Council on TBD, 2017, except as modified by the conditions contained herein, subject to review and approval of the Planning Division.
  - b. Minor modifications to building exteriors and locations, fence styles and locations, signage, and significant landscape features may be approved by the Community Development Director or designee, based on the determination that the proposed modification is consistent with other building and design elements of the approved Architectural Control and will not have an adverse impact on the character and aesthetics of the site. The Director may refer any request for revisions to the plans to the Planning Commission for architectural control approval. A public meeting could be called regarding such changes if deemed necessary by the Planning Commission.
  - c. Major modifications to building exteriors and locations, fence styles and locations, signage, and significant landscape features may be allowed subject to obtaining an architectural control permit from the Planning Commission, based on the determination that the proposed

**PAGE**: 2 of 16

Investments LLC	LOCATION: 1258-1300 El Camino Real, 550- 580 Oak Grove Avenue, and 540-570 Derry Lane	PROJECT NUMBER: PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
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<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

modification is compatible with the other building and design elements of the approved Architectural Control and will not have an adverse impact on the character and aesthetics of the site.

- d. Major revisions to the development plan which involve material changes, or expansion or intensification of development require public meetings by the Planning Commission and City Council.
- e. Prior to building permit issuance, the Applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.
- f. All public right-of-way improvements, including frontage improvements and the dedication of easements and public right-of-way, shall be completed to the satisfaction of the Engineering Division prior to building permit final inspection.
- g. Prior to commencing any work within the right-of-way or public easements, the Applicant shall obtain an encroachment permit from the appropriate reviewing jurisdiction.
- h. Prior to building permit issuance, the Applicant shall comply with all Sanitary District, California Water Company, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project.
- Prior to building permit issuance, the applicant shall submit all necessary improvement plans and documents required by Caltrans for work associated with projects under Caltrans' jurisdiction. The plans shall be subject to review and approval of the Public Works Department prior to submittal to Caltrans.
- j. Prior to Final Map approval application, Applicant shall submit plans to remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for the review and approval of the Engineering Division.
- k. Prior to Final Map approval, Applicant shall submit plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4)

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Investments LLC	LOCATION: 1258-1300 El Camino Real, 550- 580 Oak Grove Avenue, and 540-570 Derry Lane	PROJECT NUMBER: PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
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<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	<b>ACTION:</b> TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

erosion and sedimentation control, 5) tree protection fencing, and 6) construction vehicle parking. The plans shall be subject to review and approval by the Building, Engineering, and Planning Divisions. The fences and erosion and sedimentation control measures shall be installed according to the approved plan prior to commencing construction.

- I. Prior to Final Map approval, Applicant shall submit a Grading and Drainage Plan for review and approval. Post-construction runoff into the storm drain shall not exceed pre- construction runoff levels. A Hydrology Report will be required to the satisfaction of the Engineering Division. Slopes for the first 10 feet perpendicular to the structure must be 5% minimum for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.3. Discharges from the garage ramp and underground parking areas are not allowed into the storm drain system. Discharge must be treated with an oil/water separator and must connect to the sanitary sewer system. This will require a permit from West Bay Sanitary District.
- m. Prior to Final Map approval, Applicant shall submit an Off-Site Improvements Plan for review and approval of the Engineering Division. The Off-Site Improvements Plan shall include all improvements within public right-of-way including but not limited to stormwater, concrete, asphalt, landscaping, striping, electrical, water and sanitary sewer.
- n. Prior to Final Map approval, Applicant shall provide documentation indicating the amount of irrigated landscaping. If the project proposes more than 500 square feet of irrigated landscaping, it is subject to the City's Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44).
- o. Prior to Final Map approval, Applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Planning, Engineering and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.

 PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
		Investments LLC

<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

### **ACTION:**

- p. If construction is not complete by the start of the wet season (October 1 through April 30), the Applicant shall implement a winterization program to minimize the potential for erosion and sedimentation. As appropriate to the site and status of construction, winterization requirements shall include inspecting/maintaining/cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing disturbed soils through temporary or permanent seeding, mulching, matting, tarping or other physical means; rocking unpaved vehicle access to limit dispersion of much onto public right-of-way; and covering/tarping stored construction materials, fuels, and other chemicals. Plans to include proposed measures to prevent erosion and polluted runoff from all site conditions shall be submitted for review and approval of the Engineering Division prior to beginning construction.
- q. Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality, in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP). BMP plan sheets are available electronically for inserting into Project plans.
- r. Prior to Final Map approval, Applicant shall submit a street tree preservation plan, detailing the location of and methods for all tree protection measures.
- s. Prior to Final Map approval, Applicant shall pay all Public Works fees. Refer to City of Menlo Park Master Fee Schedule.
- t. Prior to Final Map approval, Applicant shall submit Covenants, Conditions and Restrictions (CC&Rs) to the City for review and approval. The CC&Rs shall provide for the maintenance of all infrastructure and utilities within the Project site or constructed to serve the Project. This shall include, but not be limited to, the private open spaces, shared parking spaces, common walkways, common landscaping, and the stormwater drainage and sewer collection systems.
- u. The Applicant shall retain a civil engineer to prepare "as-built" or "record" drawings of public improvements, and the drawings shall be submitted in AutoCAD and Adobe PDF formats to the Engineering Division prior to Final Occupancy.

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 	APPLICANT: Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings
		Investments LLC

<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

- 5. Approve the architectural control, use permit, and major subdivision subject to the following *project-specific* conditions:
  - a. Planning-specific conditions:
    - i. The applicant shall address all Mitigation Monitoring and Reporting Program (MMRP) requirements as specified in the MMRP. Failure to meet these requirements may result in delays to the building permit issuance, stop work orders during construction, and/or fines.
    - ii. Simultaneous with the submittal of a complete building permit application for each major project phase, the applicant shall submit an updated LEED Checklist, subject to review and approval of the Planning Division. The Checklist shall be prepared by a LEED Accredited Professional (LEED AP). The LEED AP should submit a cover letter stating their qualifications, and confirm that they have prepared the Checklist and that the information presented is accurate. Confirmation that the project conceptually achieves LEED Silver certification shall be required before issuance of the building permit. Prior to final inspection of the building permit or as early as the project can be certified by the United States Green Building Council, the project shall submit verification that the development has achieved final LEED Silver (or greater) certification.
    - iii. Prior to issuance of building permit, the applicant shall submit the El Camino Real/Downtown Specific Plan Preparation Fee, which is established at \$1.13/square foot for all net new development. For the subject proposal, the fee is estimated at \$462,655.90 (\$1.13 x 409,430 net new square feet).
  - b. Engineering-specific conditions:
    - Prior to Final Map approval, the design of Garwood Way extension shall be coordinated with SFPUC. The SFPUC easement reserves the property owner's right to develop a street "over and across, but not along" the property covered by the

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 PROJECT NUMBER: PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
		Investments LLC

<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

easement. A consent letter shall be provided from SFPUC agreeing with the Garwood Way extension as Public Street with public utilities, street trees and street lights. All improvements including transition of improvements from existing Garwood Way to Garwood Way extension shall be designed and constructed to the satisfaction of the Engineering Division. Applicant shall pay all costs associated with making Garwood Way a public street.

- ii. Applicant shall adhere to the Subdivision Map Act and Chapter 15 of the City's Municipal Code.
- iii. During the design phase of the construction drawings, all potential utility conflicts shall be potholed with actual depths recorded on the improvement plans submitted for City review and approval.
- iv. Within two years from the date of approval of the tentative map, the Applicant shall submit a Final Map for City approval.
- v. Prior to Final Map approval, the Applicant shall submit engineered Off-Site Improvement Plans (including specifications & engineers cost estimates), for approval by the Engineering Division, showing the infrastructure necessary to serve the Project. The Improvement Plans shall include, but are not limited to, all engineering calculations necessary to substantiate the design, proposed roadways, drainage improvements, utilities, traffic control devices, retaining walls, sanitary sewers, and storm drains, pump/lift stations, street lightings, common area landscaping and other project improvements. All public improvements shall be designed and constructed to the satisfaction of the Engineering Division.
- vi. Prior to Final Map approval, the Applicant shall enter into a Subdivision Improvement Agreement and provide a performance bond for the completion of the off-site improvements as shown on the approved project improvement plans. The Applicant shall obtain an encroachment permit, from the appropriate reviewing jurisdiction, prior

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 PROJECT NUMBER: PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
		Investments LLC

<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

to commencing any work within the right-of-way or public easements.

- vii. The project is required for construction of public improvements along El Camino Real, Oak Grove Avenue and Garwood Way to be designed and constructed to the satisfaction of the Engineering Division. The project may have the option to perform a 3" grind and A.C. overlay (curb to curb) on Oak Grove Avenue between El Camino Real and the railroad ROW versus the City standard utility trench detail. Existing striping, markings, and legends shall be replaced in kind, or as approved by the City.
- viii. All lateral connections to overhead electric, fiber optic, and communication lines shall be placed in a joint trench including the lines crossing Oak Grove.
- ix. The Final Map shall dedicate the Public Access Easements (PAE), Public Utility Easements (PUE), Right of Way Dedications, and any and all other necessary easements, along the property frontages on El Camino Real, Oak Grove Avenue and Garwood Way.
- x. Dedication of Garwood Way and area along Garwood Way dedicated for public parking, as shown on the Tentative Map shall be dedicated to the City of Menlo Park, in fee.
- xi. Abandonment of Derry Lane and other right of way and public utility easements shall be completed with the Final Map.
- xii. "No Objection" letters shall be provided to the City from all utilities companies prior to abandonment of public right of ways and public utility easements.
- xiii. Utility connections to Jason's Café and Chevron gas station shall be installed and in service prior to the Final Map recordation.
- xiv. Prior to Final Map approval, Applicant shall submit plans for street light design per City standards, at locations approved by the City. All street lights along the project frontages shall be painted Mesa Brown and upgraded with LED fixtures compliant

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LOCATION: 1258-1300 El Camino Real, 550- 580 Oak Grove Avenue, and 540-570 Derry Lane	APPLICANT: Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
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<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

with PG&E standards.

- xv. New valley gutter shall be installed at the intersection of Garwood Way and Oak Grove Avenue.
- xvi. The curb radius shall be designed to 25 feet at the intersection of Garwood Way and Oak Grove Avenue to the satisfaction of the Engineering Division and the Menlo Park Fire District.
- xvii. Lighted crosswalk on Oak Grove shall be relocated to align with the new Garwood Way ADA ramp. Power source for the lighted crosswalk shall be undergrounded.
- xviii. Prior to building permit issuance, the Applicant shall submit plans for construction parking management, construction staging, material storage and Traffic Control Handling Plan to be reviewed and approved by the City. The applicant shall secure adequate parking for any and all construction trades, until the parking podium is available on the project site.
- xix. Prior to building permit issuance, the Applicant shall submit plans for construction related parking management, construction staging, material storage and Traffic Control Handling Plan (TCHP) to be reviewed and approved by the City. The applicant shall secure adequate parking for any and all construction trades, until the parking podium is available on the project site. The plan shall include construction phasing and anticipated method of traffic handling for each phase. The existing parking spaces along Garwood Way that are licensed to the Marriott Residence Inn (MRI) at 555 Glenwood Avenue shall be maintained during the construction, or the applicant shall provide an equivalent number of temporary parking spaces on the project site for the exclusive use of MRI during the construction of off-site improvements.
- xx. Simultaneous with the submittal of a complete building permit, the Applicant shall file a Notice of Intent (NOI) with the State Water Resources Control Board under the

Investments LLC	LOCATION: 1258-1300 El Camino Real, 550- 580 Oak Grove Avenue, and 540-570 Derry Lane	PROJECT NUMBER: PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
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<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	<b>ACTION:</b> TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

Construction Activities Storm Water General Permit (General Permit). The NOI indicates the Applicant's intent to comply with the San Mateo Countywide Stormwater Pollution Prevention Program, including a Stormwater Pollution Prevention Plan (SWPPP). The Applicant shall prepare a Notice of Intent and submit a copy to the Engineering Division for the proposed grading operation.

- xxi. Prior to issuance of each building permit the Applicant shall pay the applicable Building Construction Street Impact Fee in effect at the time of payment to the satisfaction of the Public Works Director. The current fee is calculated by multiplying the valuation of the construction by 0.0058.
- xxii. Prior to Final Map approval, the Applicant shall submit a draft "Stormwater Treatment Measures Operations and Maintenance (O&M) Agreement" with the City subject to review and approval by the Engineering Division. The property owner will be responsible for the operation and maintenance of stormwater treatment measures for the project. The agreement shall also include operation and maintenance of the stormwater treatment facility on Garwood Way including curb gutter and retaining walls.
- xxiii. Prior to Final Map approval, the Applicant shall submit a draft "Garwood Way storm drain Maintenance Agreement". The project will be responsible for the maintenance and operation of storm drain and pump stations on Garwood Way to the satisfaction of the Engineering Division. Also, any nonstandard improvements within public right-of-way shall be maintained in perpetuity by the owner.
- xxiv. All agreements shall run with the land and shall be recorded with the San Mateo County Recorder's Office prior to building permit final inspection.
- xxv. Street trees shall be from the City-approved street tree species or to the satisfaction of City Arborist. Irrigation within public right of way shall comply with City Standard Details LS-1 through LS-19. Owner shall execute and record a maintenance

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Investments LLC	LOCATION: 1258-1300 El Camino Real, 550- 580 Oak Grove Avenue, and 540-570 Derry Lane	PROJECT NUMBER: PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
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<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

agreement for irrigation facilities in City right-of-way.

- xxvi. If this project is creating more than 5,000 square feet of irrigated landscaping, per the City's Water Efficient Landscape Ordinance (Municipal Code 12.44) the irrigation system is required to have a separate water service.
- xxvii. Prior to final inspection, the Applicant shall submit a landscape audit report.
- exviii. Prior to issuance of the building permit, the Owner/Applicant shall submit design to demonstrate the proposed shoring tie-back/soil nails system does not adversely affect any existing or future utilities and/or any other City infrastructure, to the satisfaction of the Engineering Division. I-beams and appurtenances associated with the shoring plan, other than tie-back cables/soil nails, cannot be placed in the ROW.
- xxix. Prior to issuance of the building permit, the Owner/Applicant shall enter into a Tie-Back Agreement with the City and pay the associated fees for the tie-backs encroaching and remaining into the right of way associated with the project in a form approved by the City Attorney, which agreement shall be recorded and shall be binding on future owners of the property.
- xxx. Prior to issuance of the building permit, the Applicant shall install reference elevation/benchmarks to monitor ground movement in the vicinity of the shoring system at the current centerline of Oak Grove Avenue adjacent to the property before, during and after excavations. The benchmarks shall be surveyed by a licensed surveyor and tied to an existing city monument or benchmark. The benchmarks shall be monitored for horizontal and vertical displacement of Oak Grove Avenue improvements. Tie-back system shall comply with the City's Tie-Back Guidelines.
- c. Transportation-related conditions:
  - i. Prior to issuance of building permit, the applicant shall submit all relevant transportation impact fees (TIF), subject to review and approval of the Transportation

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PROJECT NUMBER: PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
		investments LLC

<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

#### Division. Such fees include:

- 1. The TIF is estimated to be \$1,308,318.73. This was calculated by multiplying the fee of \$1,927.02 per multi-family unit by 183 units plus the fee of \$4.63/s.f. per office space by 201,272 s.f. of new office space and the fee of \$4.63/s.f. per retail space by 11,217 s.f. for new retail uses and subtracting a credit for 5,000 s.f. of existing warehouse and 5,000 s.f. of existing retail uses. Please note this fee is updated annually on July 1st based on the Engineering News Record Bay Area Construction Cost Index. Fees are due before a building permit is issued.
- 2. The City has adopted a Supplemental Transportation Impact Fee for the infrastructure required as part of the Downtown Specific Plan. The fee is calculated at \$379.40 per PM peak hour vehicle trip. The proposed project is estimated to generate 356 PM peak hour trips, so the supplemental TIF is estimated to be \$135,066.40. Payment is due before a building permit is issued and the supplemental TIF will be updated annually on July 1st along with the TIF.
- ii. Prior to issuance of building permit, the applicant shall submit a striping and signage plan for the parking garage subject to review and approval by the Transportation Division.
- iii. Prior to issuance of building permit, the applicant shall submit a traffic control plan for each stage of the construction for review and approval by the Transportation Division. The traffic control plans shall minimize closures of any future bicycle lanes on Oak Grove Avenue.
- iv. Intersection of Ravenswood Avenue and Laurel Street: The proposed mitigation measure for this intersection includes reconfiguring the southbound Laurel Street approach to have a left-turn lane and a shared through/right-turn lane. Concurrent with the building permit submittal, the applicant shall submit complete plans to install

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 PROJECT NUMBER: PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
		Investments LLC

<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

this mitigation measure subject to review and approval by the Transportation Division. The lane modifications may be possible to implement within the existing right-of-way while maintaining the bicycle lanes, but it would require removal of onstreet parking (which would require Transportation Commission and Council approval) and 10-foot wide travel lanes. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree properties, striping modifications, and a detailed cost estimate. Upon obtaining approval from the City of Menlo Park, the applicant shall construct the improvements prior to occupancy.

- v. Intersection of Middlefield Road/Glenwood Avenue-Linden Avenue: The proposed mitigation measure for this intersection is signalization. Although the traffic volumes at this intersection would not satisfy peak hour traffic signal warrant criteria, as discussed in the Final Environmental Impact Report the impact would be reduced to a less than significant level with the implementation of this mitigation measure. However, this mitigation measure may require the acquisition of additional right-ofway to install traffic signal equipment and modification of the Glenwood Gate, a physical gate in the east Linden Avenue leg of the intersection that restricts the Linden Avenue approach to a two-way one-lane road. The mitigation measure would require approval from the Town of Atherton. The applicant is required to contribute a fair share financial contribution toward a traffic signal at this location. The project's fair share contribution would be 3.7 percent. The applicant shall provide a conceptual plan of the improvement and a cost estimate for approval by the Transportation Division to determine the fair share contribution. The fair share contribution for the intersection improvements shall be paid prior to the issuance of a building permit for the first structure on the podium. The funds would be available to the Town of Atherton for a 5-year period after which funds will be returned to the applicant.
- vi. <u>Bike Lanes on Oak Grove between El Camino Real and east city limits:</u> As a partial mitigation measure to reduce the Project's impact on this roadway segment, the

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LOCATION: 1258-1300 El Camino Real, 550- 580 Oak Grove Avenue, and 540-570 Derry Lane	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
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REQUEST: Request for Architectural Control and Use Permit for a mixed-use Public Benefit Bonus development consisting of non-medical office, residential, and community-serving uses (including restaurants with outdoor seating) on a 6.4-acre site, with a total of approximately 220,000 square feet of non-residential uses and 183 dwelling units. The project includes a Tentative Map to merge existing parcels and create one private parcel (with a four-unit commercial condominium) and two public right-of-way parcels; dedicate a new public street extension of Garwood Way; abandon Derry Lane and a portion of the existing Garwood Way right-of-way; and abandon/dedicate public access and public utility easements. The project also includes a Below Market Rate (BMR) Housing Agreement, and Heritage Tree Removal Permits to remove 59 heritage trees and approve a 1.7-to-one replacement ratio. A Development Agreement would allow the project sponsor to secure vested rights, and the City to secure public benefits, including a \$2.1 million cash contribution, additional affordable housing units, a publicly-accessible dog park, and a sales tax guarantee. A Final Environmental Impact Report (EIR) analyzes potential environmental impacts of the proposed project, along with an associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program.

<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

applicant shall be required to construct Class II bicycle lanes on Oak Grove between EI Camino Real and the east city limits. The improvements are subject to the review and approval of the Transportation Division. The City is planning to install a bike lane pilot project on this section in mid-2017. The applicant shall contribute funds to pay for the City's design and construction of the proposed bicycle improvements prior to final inspection.

- vii. Garwood Way between Glenwood Avenue and Oak Grove Avenue: As a partial mitigation measure to reduce the Project's impact on this roadway segment, the applicant shall be required to construct Class III bicycle route on Garwood Way between Glenwood Avenue and Oak Grove Avenue. The facility shall include bicycle routes signs and shared-lane markings. The improvements are subject to the review and approval of the Transportation Division. The applicant shall install the proposed bicycle improvements prior to final inspection.
- viii. <u>Transportation Demand Management (TDM) Program:</u> Concurrent with the submittal of the building permit, the Applicant shall submit a TDM plan for the review and approval of the Transportation Division. The TDM program shall by consistent with the TDM program outlined in the Final Environmental Impact Report and shall be approved prior to building occupancy.
- ix. Intersection of Oak Grove Avenue/University Drive: The proposed mitigation measure for the intersection of Oak Grove Avenue/University Drive includes reconfiguring the westbound Oak Grove approach to have one exclusive left-turn lane and one exclusive right-turn lane. It may be possible to implement this mitigation measure within the existing right-of-way, but it would require removing on-street parking. The Project would be required to contribute a fair share toward lane reconfigurations at this location. The Project's fair share would be 16.3 percent of the total cost of improvements. The applicant shall provide a conceptual plan of the improvement and a cost estimate for approval by the Transportation Division to determine the fair share contribution. The fair share costs shall be paid prior to issuance of a building permit

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 PROJECT NUMBER: PLN2012-00092	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
		Investments LLC

REQUEST: Request for Architectural Control and Use Permit for a mixed-use Public Benefit Bonus development consisting of non-medical office, residential, and community-serving uses (including restaurants with outdoor seating) on a 6.4-acre site, with a total of approximately 220,000 square feet of non-residential uses and 183 dwelling units. The project includes a Tentative Map to merge existing parcels and create one private parcel (with a four-unit commercial condominium) and two public right-of-way parcels; dedicate a new public street extension of Garwood Way; abandon Derry Lane and a portion of the existing Garwood Way right-of-way; and abandon/dedicate public access and public utility easements. The project also includes a Below Market Rate (BMR) Housing Agreement, and Heritage Tree Removal Permits to remove 59 heritage trees and approve a 1.7-to-one replacement ratio. A Development Agreement would allow the project sponsor to secure vested rights, and the City to secure public benefits, including a \$2.1 million cash contribution, additional affordable housing units, a publicly-accessible dog park, and a sales tax guarantee. A Final Environmental Impact Report (EIR) analyzes potential environmental impacts of the proposed project, along with an associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program.

<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	ACTION: TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

for the first structure on the podium.

- x. Intersection of Santa Cruz Avenue/University Drive (North): The proposed mitigation measure of the intersection of Santa Cruz Avenue/University Drive (north) is signalization of the intersection. This improvement is identified in the City's Supplemental Transportation Impact Fee. Prior to issuance of a building permit for the first structure on the podium, the applicant shall pay the Supplemental Transportation Impact Fee
- xi. Intersection of Middlefield Road/Encinal Avenue: The proposed mitigation measure for the intersection of Middlefield Road and Encinal Avenue include an additional right-turn lane on the southbound Middlefield Road and eastbound Encinal Avenue approaches. The additional right-turn lane on the eastbound Encinal Avenue approach is consistent with the mitigation measure noted in the Specific Plan DEIR. However, the additional right-turn lane on southbound Middlefield Road is beyond what was identified in the Specific Plan DEIR as necessary to maintain acceptable operations. The Project is required to contribute a fair share toward additional right-turn lanes on the southbound Middlefield Road and eastbound Encinal Avenue approaches at this location. The Project's fair share contribution would be 1.6 percent of the cost of the improvement. The funds would be available to the Town of Atherton for a 5-year period. The applicant shall provide a conceptual plan of the improvement and a cost estimate for approval by the Transportation Division to determine the fair share contribution. The fair share costs shall be paid prior to issuance of a building permit for the first structure on the podium.
- xii. <u>Laurel Street/Glenwood Avenue:</u> The proposed mitigation measure for the intersection of Laurel Street and Glenwood Avenue includes signalization of the intersection. The Project is required to contribute a fair share contribution toward the signalization. The Project's fair share contribution would be 1.4 percent of the cost of the improvement. The applicant shall provide a conceptual plan of the improvement and a cost estimate for approval by the Transportation Division to determine the fair

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El Camino Real, 550- PLN2012-00092 C	Greenheart Land Company LLC	OWNER: Bayfront Investments LLC, Real Social Good Investments LLC, Landings Investments LLC
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REQUEST: Request for Architectural Control and Use Permit for a mixed-use Public Benefit Bonus development consisting of non-medical office, residential, and community-serving uses (including restaurants with outdoor seating) on a 6.4-acre site, with a total of approximately 220,000 square feet of non-residential uses and 183 dwelling units. The project includes a Tentative Map to merge existing parcels and create one private parcel (with a four-unit commercial condominium) and two public right-of-way parcels; dedicate a new public street extension of Garwood Way; abandon Derry Lane and a portion of the existing Garwood Way right-of-way; and abandon/dedicate public access and public utility easements. The project also includes a Below Market Rate (BMR) Housing Agreement, and Heritage Tree Removal Permits to remove 59 heritage trees and approve a 1.7-to-one replacement ratio. A Development Agreement would allow the project sponsor to secure vested rights, and the City to secure public benefits, including a \$2.1 million cash contribution, additional affordable housing units, a publicly-accessible dog park, and a sales tax guarantee. A Final Environmental Impact Report (EIR) analyzes potential environmental impacts of the proposed project, along with an associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program.

<b>DECISION ENTITY:</b> Planning	DATE: December 12, 2016	<b>ACTION:</b> TBD (Recommendation
Commission		to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

#### **ACTION:**

share contribution. The fair share costs shall be paid prior to issuance of a building permit for the first structure on the podium.

- xiii. Middlefield Road/Ravenswood Avenue: The proposed mitigation measure for the intersection of Middlefield Road and Ravenswood Avenue includes the addition of a second northbound left-turn lane and a corresponding receiving lane on the west leg. This measure is specified in the City's TIF program. The applicant should pay traffic impact fees per the current TIF schedule. The mitigation also requires enhancements to bicycle and pedestrian infrastructure which include adding a "jughandle" left turn for bikes on the east side of the intersection, adding a bicycle signal for crossing Middlefield Road, and making modifications to signal timing to provide adequate time for crossings. The modifications would also include warning signs and markings to comply with the CA-MUTCD. The Project is required to contribute a fair share toward enhancements to bicycle and pedestrian infrastructure noted above, which are not included in the City's TIF program. The Project's fair share contribution would be 12 percent of the cost of the improvement. The applicant shall provide a conceptual plan of the improvement and a cost estimate for approval by the Transportation Division to determine the fair share contribution. The fair share costs shall be paid prior to issuance of a building permit for the first structure on the podium.
- xiv. Oak Grove Avenue and Glenwood Avenue railroad crossing: As a partial mitigation to reduce the impact at the Oak Grove Avenue and Glenwood Avenue railroad crossings, the applicant shall refresh the "Keep Clear" markings in the roadway prior to final inspection.

**PAGE**: 16 of 16

#### DRAFT - December 12, 2016

# RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING HERITAGE TREE REMOVAL PERMITS FOR THE 1300 EL CAMINO REAL PROJECT LOCATED AT 1258-1300 EL CAMINO REAL, 550-580 OAK GROVE AVENUE, AND 540-570 DERRY LANE

**WHEREAS**, the City of Menlo Park ("City") received applications from Real Social Good Investments, LLC, ("Applicant") for the removal of 59 heritage trees at the property located at 1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane ("Project Site") as more particularly described and shown in <u>Exhibit A</u>; and

**WHEREAS**, the requested tree removals are necessary in order to comprehensively redevelop the Project Site; and

**WHEREAS**, the removal of Heritage Trees within the City is subject to the requirements of Municipal Code Chapter 13.24, Heritage Trees; and

**WHEREAS**, the City's Contract Arborist reviewed the requested tree removals over the period of April-June, 2016; and

**WHEREAS,** the City's Contract Arborist determined that the requested removals are justified in recognition of factors #1 (tree condition/health), #2 (construction conflicts), and #4 (long-term species value); and

**WHEREAS,** the City's Contract Arborist noted that the majority of the heritage tree removals (59 percent) would be Chinese trees of heaven, which are multi-stem trees that were not deliberately planted and which have limited long-term value; and

**WHEREAS,** the City Arborist reviewed and approved the work of the City's Contract Arborist; and

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, an environmental impact report was prepared for the Project that considered the proposed heritage tree removals and was certified by the City Council on \_\_\_\_, 2017, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on \_\_\_\_, 2017 by Resolution No.\_\_\_\_; and

WHEREAS, after notice having been lawfully given, a public meeting was scheduled and held before the Environmental Quality Commission of the City of Menlo Park on August 31, 2016 whereat all persons interested therein might appear and be heard; and

WHEREAS, the Environmental Quality Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted to recommend to the Planning Commission and City Council of the City of Menlo Park to approve the Heritage Tree Removal Permits for the 59 heritage trees, with a request to consider alternatives to preserve or relocate the nine native trees located on the back of the property, and revise the landscape plans to use as many California native plants and trees as possible; and

**WHEREAS**, the nine native trees located at the back of the property were the subject of additional detailed review by City staff, who determined that the removal of these trees remains justified by a combination of poor tree quality/health and clear conflicts with the proposed construction, and that relocation of any of these trees is not feasible; and

**WHEREAS**, the landscape plans have been comprehensively revised to incorporate significantly more California native plants and trees; and

**WHEREAS**, the revised landscape plans propose a 1.7-to-one replacement ratio in recognition of recommended tree spacing standards, the larger box size of the new trees, and the limited natural value of most of the existing trees; and

**WHEREAS,** after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on December 12, 2016, whereat all persons interested therein might appear and be heard; and

**WHEREAS**, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the Heritage Tree Removal Permits for the 59 heritage trees and the requested replacement ratio of 1.7 new trees for each existing tree; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on \_\_\_\_, 2017 whereat all persons interested therein might appear and be heard; and

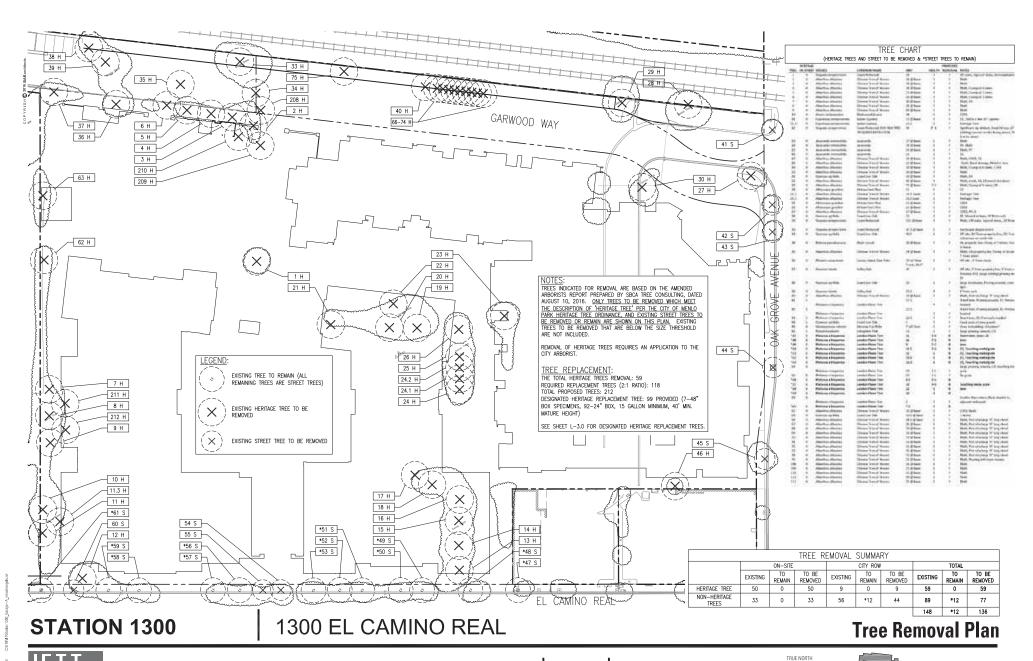
**WHEREAS**, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the Heritage Tree Removal Permits and the requested replacement ratio of 1.7 new trees for each existing tree.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Menlo Park hereby approves the Heritage Tree Removal Permits for the 59 heritage trees as identified in Project Plan Sheet L-4.0, attached by this reference herein as <u>Exhibit A</u>.

I, Pamela Aguilar, City Clerk of Menlo Park, deforegoing Council Resolution was duly and regulately said Council on the day of	arly passed and adopted at a meeting
AYES: NOES: ABSENT: ABSTAIN:	
IN WITNESS WHEREOF, I have hereunto set my said City on thisday of, 2017.	y hand and affixed the Official Seal of
Pamela Aguilar City Clerk	

# **EXHIBIT A**

L-4.0



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### DRAFT - December 12, 2016

## RESOLUTION NO.\_\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE BELOW MARKET RATE HOUSING AGREEMENT BETWEEN THE CITY OF MENLO PARK AND REAL SOCIAL GOOD INVESTMENTS, LLC, FOR THE 1300 EL CAMINO REAL PROJECT LOCATED AT 1258-1300 EL CAMINO REAL, 550-580 OAK GROVE AVENUE, AND 540-570 DERRY LANE

WHEREAS, the City of Menlo Park ("City") has received an application from Real Social Good Investments, LLC ("Applicant"), to demolish the existing buildings on-site and redevelop the property located at 1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane ("Project Site"), with the subsequent construction of two office buildings and one residential building, both with community-serving uses located on the ground floor, with a total floor area of approximately 420,000 square feet, and an underground parking garage and small surface lot with approximately 1,000 spaces; and

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, an	environr	mental in	npact rep	ort was prep	ared for th	e projec	t and certifi	ed
by the City Cou	ıncil on _	, 20	17, in acc	cordance with	n the provi	sions of	the Californ	าia
Environmental	Quality	Act and	CEQA	Guidelines.	Findings	and a	statement	of
overriding consi	derations	s were a	dopted by	the City Cou	ıncil on No	vember	, 2017	by
Resolution No	; ar	nd		-		_		•

WHEREAS, after notice having been lawfully given, a public meeting was scheduled and held before the Housing Commission of the City of Menlo Park on March 2, 2016 to review the initial draft BMR Agreement Term Sheet, for the provision of 10 on-site BMR units, whereat all persons interested therein might appear and be heard; and

**WHEREAS**, the Housing Commission of the City of Menlo Park having fully reviewed, and considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend the Planning Commission of the City of Menlo Park to approve the BMR Agreement; and

WHEREAS, Applicant and the City have since agreed on an enhanced provision of 20 on-site BMR units, including six "workforce" units, in recognition of both the project's standard BMR requirement and additional public benefits as negotiated through a Development Agreement, and the Below Market Rate Housing Agreement (BMR Agreement) attached hereto as <a href="Exhibit A">Exhibit A</a> has been structured accordingly; and

**WHEREAS**, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on December 12, 2016 whereat all persons interested therein might appear and be heard; and

**WHEREAS**, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the BMR Agreement; and

bivir Agreement, and
<b>WHEREAS</b> , after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on, 2017 whereat all persons interested therein might appear and be heard.
<b>WHEREAS,</b> on, 2017 the City Council of the City of Menlo Park has read and considered that certain BMR Agreement between the City and the Applicant that satisfies the requirement that Developer comply with Chapter 16.96 of the City's Municipal Code and with the Below Market Rate Housing Program Guidelines.
NOW, THEREFORE, the City Council of the City does RESOLVE as follows:
1. Public interest and convenience require the City to enter into the Agreement described above and incorporated herein as Exhibit A.
2. The City of Menlo Park hereby approves the Agreement and the City Manager is hereby authorized on behalf of the City to execute the Agreement.
I, Pamela Aguilar, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the day of, 2017, by the following votes:
AYES: NOES: ABSENT: ABSTAIN:
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on thisday of, 2017.
Pamela Aguilar, MMC City Clerk

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Menlo Park Attn: City Clerk 701 Laurel Street Menlo Park, CA 94025

#### AFFORDABLE HOUSING AGREEMENT

#### AND

## DECLARATION OF RESTRICTIVE COVENANTS

### STATION 1300 PROJECT

#### RECITALS

- A. Owner is the owner of those certain parcels of real property collectively and commonly known as Station 1300 in the City of Menlo Park, California ("**Property**") as more particularly described in <u>Exhibit A</u> attached hereto.
- B. The Parties have entered into a Development Agreement ("Development Agreement"), effective \_\_\_\_\_\_ and recorded on \_\_\_\_\_ in the Official Records of San Mateo County as Instrument No. \_\_\_\_\_\_, to facilitate development of the Property subject to certain terms and conditions. Owner intends to demolish all existing structures on the Property and to construct the Project on the Property, as defined in the Development Agreement (the "Project"). All capitalized terms not otherwise defined in this Agreement have the meaning ascribed to them in the Development Agreement.

As a material consideration for the long term assurances, vested rights, and other C. City obligations provided by the Development Agreement and as a material inducement to City to enter into the Development Agreement and to receive a public benefit bonus consisting of (1) a height increase from 38 feet to 48 feet; and (2) an increase in floor area ratio from 1.1 to 1.5, thus allowing the construction of an additional 112,108 sq. ft. of office and residential space (the "Public Benefit Bonus"), Owner offered and agreed to certain terms as specified in the Development Agreement. Section 7.4 of the Development Agreement specifies that the Project shall include fourteen (14) units to be occupied exclusively by, and rented to, qualified Low Income Households, as defined below (the "Low Income Units"); and six (6) units to be occupied exclusively by, and rented to, qualified Moderate Income Households, as defined below (the "Moderate Income Units"); and specifies further that the. Parties shall enter into and record this Agreement for the benefit of the City. This Agreement further ensures that the Project will comply with the City's Municipal Code Chapter 16.96 and the City's BMR Housing Program Guidelines as adopted by the City Council of Menlo Park, and amended from time to time and, as in effect as of the date of this Agreement, attached hereto as Exhibit B ("Guidelines"). The Low Income Units and the Moderate Income Units together are the "BMR Units."

**NOW, THEREFORE**, the Parties hereto agree as follows. The recitals are incorporated into this Agreement by this reference.

## 100. CONSTRUCTION OF THE IMPROVEMENTS.

- 101. Construction of the Property. The Owner agrees to construct the Project in accordance with the City Municipal Code, the Development Agreement, the Guidelines, and all other applicable state and local building codes, development standards, ordinances and zoning codes. No portion of any residential building may be approved for occupancy unless the percentage of BMR Units approved for occupancy in that portion of the building is equivalent to the percentage of BMR Units in the entire building. (For instance, if 11 percent of the units in the entire building will be BMR Units, then 11 percent of the units approved for occupancy must be BMR Units.)
- 102. City and Other Governmental Permits. Before commencement of the Project, the Owner shall secure or cause its contractor to secure any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. The Owner shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits; the staff of the City will, without incurring liability or expense therefore, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the City Code, and all other applicable laws and regulations.
- 103. Compliance with Laws. The Owner shall carry out the acquisition, design, construction and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards,

building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, to the extent that these laws, codes, and standards are consistent with the provisions of the Development Agreement. The Owner shall also ensure that the Project is constructed and operated in compliance with all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Section 51, et seq.

## 200. OPERATION OF HOUSING

- all of the other rental units in the Project. The BMR Units shall be one and two bedroom units initially distributed within the Project in accordance with the schedule set forth in Exhibit C. Thereafter, the location of the individual BMR Units may float to account for the Next Available Unit Requirement set forth below and as otherwise necessary for the smooth and professional maintenance of the Project, provided that the location of BMR Units shall be equitably distributed throughout the Project and the City's Director of Community Development ("Director") shall be notified of any change or relocation of BMR Units.
- Low Income Units. As described in Recital C above, the Owner 201. **(b)** agrees to make available, restrict occupancy to, and lease not less than fourteen (14) of the rental units on the Property exclusively to Low Income Households at Affordable Low Income Rent, as defined below. For purposes of this Agreement, "Low Income Households" shall mean those households with incomes that do not exceed the low income limits for San Mateo County, adjusted for household size, as set forth in the Guidelines, and as established and amended from time to time in accordance with the low income limits for San Mateo County established by the State of California in the California Code of Regulations, Title 25, Section 6932 or successor provision ("Low Income Limits"). A qualified Low Income Household shall continue to qualify unless at the time of recertification, for two consecutive years, the household's income exceeds the Low Income Limits, then the tenant shall not longer be qualified. Upon the Owner's determination that any such household is no longer so qualified, the unit shall no longer be deemed a Low Income Unit, and the Owner shall make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Low Income Unit ("Next Available Unit Requirement") and take such other actions, including as specified in Section 11.1.7 of the Guidelines, as may be necessary to ensure that the total required number of units are rented to Low Income Households. The Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Low Income Units pursuant to this paragraph.
- 201. (c) Moderate Income Units. As described in Recital C. above, the Owner agrees to make available, restrict occupancy to, and lease not less than six (6) of the rental units on the Property exclusively to Moderate Income Households at Affordable Moderate Income Rent, as defined below. For purposes of this Agreement,

"Moderate Income Households" shall mean those households with incomes that do not exceed moderate income limits for San Mateo County (one hundred twenty percent (120%) of median income), adjusted for household size, as set forth in the Guidelines, and as established and amended from time to time in accordance with the low income limits for San Mateo County established by the State of California in the California Code of Regulations, Title 25, Section 6932 or successor provision ("Moderate Income Limits"). A qualified Moderate Income Household shall continue to qualify unless at the time of recertification for two consecutive years, the household's income exceeds the Moderate Income Limits, then that tenant shall no longer be qualified. Upon the Owner's determination that any such household is no longer so qualified, the unit shall no longer be deemed a Moderate Income Unit, and the Owner shall comply with the Next Available Unit Requirement and take such other actions, including as specified in Section 11.1.7 of the Guidelines, as may be necessary to ensure that the total required number of units are rented to Moderate Income Households. The Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Moderate Income Units pursuant to this paragraph.

- 201. (d) Income Certification. On or before July 1 of each year, commencing with the calendar year that the first unit in the Project is rented to a tenant, and annually thereafter, the Owner shall obtain from each household occupying a BMR Unit and submit to the City a completed income computation and certification form, which shall certify that the income of the household is truthfully set forth in the income certification form, in the form attached hereto as Exhibit D unless a different form is specified by the City or proposed by Owner and approved by the Director. The Owner shall certify that each household leasing a BMR Unit meets the income and eligibility restrictions for the BMR Unit.
- 202. (a) Affordable Rent, Low Income. The maximum Monthly Rent chargeable for the Low Income Units and actually paid by a Low Income Household shall be thirty percent (30%) of the Low Income Limits, adjusted for assumed household size of two persons in a one-bedroom Low Income Unit and three persons in a two-bedroom Low-Income Unit (the "Affordable Low Income Rent").
- 202. (b) Affordable Rent, Moderate Income. The maximum Monthly Rent chargeable for the Moderate Income Units and actually paid by a Moderate Income Household shall be thirty percent (30%) of the median income for San Mateo County, as set forth in the Guidelines, and as established and amended from time to time by the State of California in the California Code of Regulations, Title 25, Section 6932 or successor provision, adjusted for assumed household size of two persons in a one-bedroom Moderate Income Unit, (the "Affordable Moderate Income Rent").
- 202. (c) Monthly Rent. For purposes of this Agreement, "Monthly Rent" means the total of monthly payments actually made by the household for (a) use and occupancy of each BMR Unit and land and facilities associated therewith, (b) any separately charged fees or service charges mandatorily assessed by the Owner which are required of all tenants, other than security deposits, (c) a reasonable allowance for an

adequate level of service of utilities not included in (a) or (b) above, and which are not paid directly by the Owner, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, cable, and internet service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Owner. A sample utility allowance schedule prepared by San Mateo County as of the date of this Agreement is attached as Exhibit E.

- 203. Lease Requirements. At least ninety (90) days prior to occupancy of any residential space in the Project, the Owner shall submit a standard lease form for approval by the Director. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required by the Guidelines. The Owner shall enter into a written lease, in the form approved by the City, with each new tenant of a BMR Unit upon such tenant's rental of the BMR Unit. Each lease shall be for an initial term of not less than one year, and shall not contain any of the provisions which are prohibited by the Guidelines.
- 204. **Selection of Tenants.** Each BMR Unit shall be leased to tenant(s) selected by the Owner who meet all of the requirements provided herein, and, to the extent permitted by law, with priority given to those eligible households who either live or work in the City of Menlo Park. The City may, from time to time, provide to the Owner names of persons who have expressed interest in renting BMR Units for the purposes of adding such interested persons to Owner's waiting list to be processed in accordance with Owner's customary policies. The Owner shall not refuse to lease to a holder of a certificate or a rental voucher under the Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.
- Maintenance. The Owner shall maintain or cause to be maintained the interior and exterior of the Property in a decent, safe and sanitary manner, and consistent with the standard of maintenance of first class multifamily apartment projects within San Mateo County, California of the age of the Property improvements. If at any time Owner fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five (5) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after written notice from the City with respect to landscaping and building improvements (or such longer time in accordance with Section 301 of this Agreement), then the City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Owner to the City upon demand.

- 206. Monitoring and Recordkeeping. Throughout the Affordability Period, as defined below, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Guidelines and shall annually complete and submit to City by July 1st a Certification of Continuing Program Compliance in a form approved by the City. Representatives of the City shall be entitled to enter the Property, upon at least twenty-four (24) hour notice, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the BMR Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. The Owner agrees to cooperate with the City in making the Property available for such inspection or audit. If for any reason the City is unable to obtain the Owner's consent to such an inspection or audit, the Owner understands and agrees that the City may obtain at Owner's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Owner agrees to maintain records in businesslike manner, and to maintain such records for the Affordability Period.
- 207. Non-Discrimination Covenants. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Owner itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.
- 208. Agreement to Limitation on Rents. The Owner hereby covenants that the City's grant of the Public Benefit Bonus and agreement to enter into a Development Agreement for the Project are forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code. The Owner further covenants that it has agreed to limit Monthly Rent in the BMR Units in consideration for the City's grant of the Public Benefit Bonus and agreement to enter into a Development Agreement for the Project under Civil Code Sections 1954.52(b) and 1954.53(a)(2). The Owner hereby agrees that any BMR Units provided pursuant to this Agreement are not subject to Civil Code Section 1954.52(a) or any other provision of the Costa-Hawkins Act inconsistent with controls on rents and further agrees that any limitations on Monthly Rent imposed on the BMR Units are in conformance with the Costa-Hawkins Act.
- 209. **Term of Agreement.** The Property shall be subject to the requirements of this Agreement from the date of recordation of this Agreement until the fifty-fifth (55<sup>th</sup>) anniversary of the date of the City's signoff of the final building permit permitting occupancy of all planned residential space in the Project. The duration of this requirement shall be known as the "**Affordability Period**."
- 210. Expiration of Affordability Period; Release of Property from Agreement. Prior to the expiration of the Affordability Period, Owner shall provide all notifications required by Government Code Sections 65863.10 and 65863.11 or successor

provisions and any other notification required by any state, federal, or local law. In addition, at least six (6) months prior to the expiration of the Affordability Period, the Owner shall provide a notice by first-class mail, postage prepaid, to all tenants in the BMR Units. The notice shall contain (a) the anticipated date of the expiration of the Affordability Period and (b) any anticipated Monthly Rent increase upon the expiration of the Affordability Period. The Owner shall file a copy of the above-described notice with the City Manager. Upon the expiration of the Affordability Period for all BMR Units, City shall execute and record a release of the Project, the Property, and each unit in the Project from the burdens of this Agreement within thirty (30) days following written notice from the Owner, if at the time the Owner is in compliance with all terms of this Agreement, including without limitation the provisions of this section regarding notice of the expiration of the Affordability Period.

## 300. **DEFAULT AND REMEDIES**

- 301. Events of Default. The following shall constitute an "Event of Default" by Owner under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the defaulting Party without the defaulting Party curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, commencing the cure of such breach within such thirty (30) day period and thereafter diligently proceeding to cure such breach within ninety (90) days, unless a longer period is granted by the City; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Article 300 of this Agreement, the specific provision shall control.
- 302. **Remedies.** The occurrence of any Event of Default under Section 301 shall give the non-defaulting Party the right to proceed with an action in equity to require the defaulting Party to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement. Any Event of Default under this Agreement shall constitute a Default under the Development Agreement.
- Agreement to any person or entity is limited to the Owner's interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of the Owner under this Agreement. From and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to any Project or any other agreement securing the Owner's obligations under this Agreement), shall be rendered against the Owner, the assets of the Owner (other than the Owner's interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal

representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of the Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent owner of the Project shall be liable or obligated for the breach or default of any obligations of the Owner under this Agreement on the part of any prior Owner. Such obligations are personal to the person who was the Owner at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Owner. Each Owner shall comply with and be fully liable for all obligations of an "owner" hereunder during its period of ownership.

- 304. Force Majeure. Subject to the Party's compliance with the notice requirements as set forth below, performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the Party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other Party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause.
- 305. **Attorneys' Fees.** In addition to any other remedies provided hereunder or available pursuant to law, if either Party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing Party shall be entitled to recover from the other Party its costs of suit and reasonable attorneys' fees.
- 306. **Remedies Cumulative.** No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.
- 307. Waiver of Terms and Conditions. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
- 308. Non-Liability of City Officials and Employees. No member, official, employee or agent of the City shall be personally liable to the Owner or any occupant of any BMR Unit, or any successor in interest, in the event of any default or breach by the

City or failure to enforce any provision hereof, or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

#### 400. GENERAL PROVISIONS

- 401. **Guidelines.** This Agreement incorporates by reference the provisions of Sections 1, 2, 3, 4.1.2, 5.1, 5.2, 5.3, 7.1, 7.2.1, 7.2.3, 7.2.4, 7.2.5, 11.1.1 and 11.1.2 (applicable to the Low Income Units only), 11.1.3 through 11.1.8, 13.6, and 13.7 of the Guidelines as of the date of this Agreement and any successor sections as the Guidelines may be amended from time to time and expresses the entire obligations and duties of Owner with respect to the Owner's obligations under the Guidelines. No other requirements or obligations under the Guidelines shall apply to Owner except as expressly provided for in this Agreement. In the event of any conflict or ambiguity between this Agreement, the requirements of state and federal fair housing laws and the Guidelines, the terms and conditions of this Agreement and the requirements of state and federal fair housing laws shall control.
  - 402. **Time.** Time is of the essence in this Agreement.
- 403. **Notices.** Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, or by personal delivery, addressed to the appropriate Party as follows:

Owner:

Real Social Good Investments, LLC 621 High Street Palo Alto, CA 94301 Attention: Robert M. Burke

With a copy to:
Greenheart Land Company
P.O. Box 7775 #45700
San Francisco, CA 94120-7775

Arent Fox LLP 55 2nd Street, 21st Floor San Francisco, CA 94105 Attention: Steve Atkinson

City:

City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Manager

With a copy to:
City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483

9

## Attention: City Attorney

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

- 404. Covenants Running with the Land; Successors and Assigns. The City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall apply to and bind Owner and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden the Property. Until all or portions of the Property are expressly released from the burdens of this Agreement, each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument. In the event of foreclosure or transfer by deed-in-lieu of all or any portion of the Property, title to all or any portion of the Property shall be taken subject to this Agreement. Owner acknowledges that compliance with this Agreement is a land use requirement and a requirement of the Development Agreement, and that no event of foreclosure or trustee's sale may remove these requirements from the Property. Whenever the term "Owner" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.
- 405. **No Subordination.** In no event shall this Agreement be subordinated to, or recorded subordinate to, a mortgage, deed of trust, or other method of security encumbering the Property, other than current unpaid taxes.
- 406. **Intended Beneficiaries.** The City is the intended beneficiary of this Agreement, and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement in order to satisfy its obligations to improve, increase and preserve affordable housing within the City, as required by the Guidelines, and to provide that a certain percentage of new housing is made available at affordable housing cost to persons and families of low and moderate income, as required by the Guidelines, to qualify the Project for the Public Benefit Bonus, and to implement the provisions of the Development Agreement. No other person or persons, other than the City and the Owner and their assigns and successors, shall have any right of action hereon.
- 407. **Partial Invalidity.** If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
- 408. **Governing Law.** This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

- 409. Each Party's Role in Drafting the Agreement. Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.
- 410. **Amendment.** This Agreement may not be changed orally, but only by agreement in writing signed by Owner and the City.
- 411. **Approvals.** Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Affordable Housing Agreement as of the date and year set forth above.

## **OWNER:**

**REAL SOCIAL GOOD INVESTMENTS, LLC**, a California limited liability company

By:
[NAME, TITLE]
Ву:
[NAME, TITLE]
CITY:
CITY OF MENLO PARK, a California municipa corporation
Ву:
Alex D. McIntyre City Manager

# List of Exhibits

Exhibit A: Property Description

Exhibit B: Below Market Rate Housing Program Guidelines

Exhibit C: Initial Distribution of BMR Units

Exhibit D: Compliance Forms and Certifications

Exhibit E: Sample Utility Allowance

# Exhibit A

# **Property Description**

# Exhibit B

**Below Market Rate Housing Program Guidelines** 

**Exhibit C Initial Distribution of BMR Units** 

	Low Income Units	Moderate Income Units
Small One-Bedroom Units	8 Units # 219, 223, 231, 262, 319, 323, 331, 362	6 Units # 209, 225, 260, 309, 325, 360
Large One-Bedroom Units	3 Units # 226, 248, 348	
Two-Bedroom Units	3 Units # 200, 224, 300	
TOTAL	14	6

# Exhibit D

# **Compliance Forms and Certifications**

# Exhibit E

# Sample Utility Allowance

Locality: Hous	sing Authority of the Co	ounty of	Unit Type:	Apartme	nt/	Date (mm/d	d/yyyy)
San Mateo, CA		•	Condo/Duplex			12/01/2016	
Utility or Service				Monthly Dolla	r Allowances	I	
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$13.00	\$15.00	\$19.00	\$21.00	\$23.00	\$26.00
	b. Bottle Gas/Propane						
	c. Electric	\$12.00	\$15.00	\$19.00	\$23.00	\$27.00	\$31.00
	d. Electric Heat Pump						
	e. Oil / Other	r					
Cooking	a. Natural Gas	\$5.00	\$5.00	\$6.00	\$8.00	\$9.00	\$11.00
	b. Bottle Gas/Propane						
	c. Electric	\$7.00	\$8.00	\$10.00	\$12.00	\$14.00	\$15.00
Other Electric (Lig California Clima	hts & Appliances) includes	\$18.00	\$22.00	\$31.00	\$41.00	\$52.00	\$63.00
Air Conditioning	te Great	\$1.00	\$1.00	\$2.00	\$3.00	\$4.00	\$4.00
Water Heating	a. Natural Gas	\$11.00	\$13.00	\$19.00	\$22.00	\$26.00	\$29.00
	b. Bottle Gas/Propane						
	c. Electric	\$14.00	\$16.00	\$24.00	\$30.00	\$35.00	\$40.00
	d. Oil / Other		-				
Water		\$57.00	\$59.00	\$74.00	\$90.00	\$108.00	\$126.00
Sewer		N/A	N/A	N/A	N/A	N/A	N/A
Trash Collection		\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00
Range / Microwa	ave Tenant-Supplied	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Refrigerator To	enant-Supplied	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
Other							
specify:							
Actual Family		ilea esperia		Utility or	Service	per mor	th cost
rented.	family to compute allowance. Comp	piete below for the	e actual unit	Heating Cooking		\$	The second
Name of Family	<u> </u>			Other Electri	ic	<b>\$</b>	<u> </u>
·				Air Condition		\$	artistica de la compansión de la compans
				Water Heati		\$	
Address of Unit		<u> Programma (Carlos de Carlos d</u> La composição de Carlos			9	\$	<u> </u>
				Water Sewer		\$	
				Trash Collection		<b>\$</b>	
				Range / Microwave \$		\$	
				Refrigerator		\$	
				Other		\$	
Number of Bedroo	ms			Other	114	\$	
				Total		\$	



## DRAFT - December 12, 2016

## ORDINANCE NO.

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE DEVELOPMENT AGREEMENT WITH REAL SOCIAL GOOD INVESTMENTS, LLC FOR THE PROPERTY LOCATED AT 1258-1300 EL CAMINO REAL, 550-580 OAK GROVE AVENUE, AND 540-570 DERRY LANE

The City Council of the City of Menlo Park does hereby ORDAIN as follows:

**SECTION 1.** This Ordinance is adopted under the authority of Government Code Section 65864 *et seq.* and pursuant to the provisions of City Resolution No. 4159, which establishes procedures and requirements for the consideration of developments within the City of Menlo Park ("City"). This Ordinance incorporates by reference that Development Agreement, Station 1300 Project (1258-1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane, Menlo Park, CA) (the "Development Agreement") by and between the City and Real Social Good Investments, LLC ("Applicant") attached hereto as Exhibit A and incorporated herein by this reference.

**SECTION 2.** The City, as lead agency, prepared an Infill Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the property at 1258-1300 El Camino Real, 550-580 Oak Grove Avenue, and 540-570 Derry Lane (the "Property"). On \_\_\_\_\_\_, 2017, by Resolution No. \_\_\_\_\_\_, the City Council certified the EIR, made certain findings, and adopted a Mitigation Monitoring and Reporting Plan, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the Development Agreement is within the scope of the EIR.

**SECTION 3.** As required by Resolution No. 4159, the Planning Commission reviewed the Development Agreement at a duly and properly noticed public hearing held on December 12, 2016 and recommended that the City Council adopt this ordinance. As part of its recommendation to the City Council, the Planning Commission determined that the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the El Camino Real/Downtown Specific Plan; is compatible with the uses authorized in and the regulations prescribed for the SP-ECR/D land use district in which the Property is located; is in conformity with public convenience, general welfare and good land use practice; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; and will not adversely affect the orderly development of property or the preservation of property values within the City.

**SECTION 4.** The City Council held a duly and properly noticed public hearing on the Development Agreement on \_\_\_\_\_\_, 2017. The City Council finds that the following are the relevant facts concerning the Development Agreement:

- 1. The General Plan land use designation for the Property is El Camino Real/Downtown Specific Plan and the zoning for the Property is SP-ECR/D (El Camino Real/Downtown Specific Plan).
- 2. The Applicant proposes a unified development on the Property consisting of approximately 6.43 acres (280,271 square feet).
- 3. The Applicant proposes to demolish the existing buildings on-site and redevelop the Property with the subsequent construction of two office buildings and one residential building, both with community-serving uses located on the ground floor, with a total floor area of approximately 420,000 square feet. An underground parking garage and small surface lot would include approximately 1,000 spaces (the "Project").
- **SECTION 5.** As required by Section 302 of Resolution No. 4159 and based on an analysis of the facts set forth above, the staff report to the City Council, the presentation to the Council, supporting documents, and public testimony, the City Council hereby adopts the following as its findings:
- 1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the El Camino Real/Downtown Specific Plan.
- 2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the SP-ECR/D land use district in which the Property is located.
- 3. The Development Agreement is in conformity with public convenience, general welfare and good land use practices.
- 4. The Development Agreement will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City.
- 5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values within the City.
- 6. The Development Agreement will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.
- 7. The Development Agreement will result in the provision of public benefits by the Applicant, including, but not limited to, financial commitments.
- **SECTION 6.** Based upon the above findings of fact, the Development Agreement for the Project is hereby approved. The City Council hereby authorizes the Mayor to execute the Development Agreement and all documents required to implement the Development Agreement on behalf of the City.
- **SECTION 7.** No later than ten days after this ordinance is effective and has been executed by all parties, the City Clerk shall record with the San Mateo County Recorder

a copy of the Development Agreement, as required by Government Code Section 65868.5.

**SECTION 8.** If any section of this ordinance, or part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or enforceable, such section, or part hereof, shall be deemed severable from the remaining sections of this ordinance and shall in no way affect the validity of the remaining sections hereof.

**SECTION 9.** The ordinance shall take effect 30 days after its passage and adoption. Within 15 days of its adoption, the ordinance shall be posted in three public places within the City, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City prior to the effective date.

INTRODUCED on the	day of	, 2017.	
PASSED AND ADOPTE meeting of said Council or			
AYES:			
NOES:			
ABSENT:			
ABSTAIN:			
APPROVED:			
TBD Mayor, City of Menlo Park	<u> </u>		
ATTEST:			
Pamela Aguilar, CMC City Clerk			

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Menlo Park Attn: City Clerk 701 Laurel Street Menlo Park, CA 94025

# **DEVELOPMENT AGREEMENT**

STATION 1300 PROJECT
(1258 - 1300 EL CAMINO REAL, 550 – 580 OAK GROVE AVENUE, AND
540 – 570 DERRY LANE, MENLO PARK, CA)

SEPARATE PAGE, PURSUANT TO GOVT. CODE 27361.6

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### **DEVELOPMENT AGREEMENT**

STATION 1300 PROJECT (1258 - 1300 EL CAMINO REAL, 550 – 580 OAK GROVE AVENUE, AND 540 – 570 DERRY LANE, MENLO PARK, CA)

THIS DEVELOPMENT A	AGREEMENT ("Agreement") is made and entered into
-0	, 2017, by and between the City of Menlo Park, a
	State of California ("City") and Real Social Good
Investments LLC, a California	limited liability company ("Owner"), pursuant to the
authority of California Governm	nent Code Sections 65864-65869.5 and City Resolution
No. 4159.	

## **RECITALS**

This Agreement is entered into on the basis of the following facts, understandings and intentions of the City and Owner:

- A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864-65869.5 authorizing the City to enter into development agreements in connection with the development of real property within its jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property which is the subject of such development agreements.
- B. As authorized by Government Code Section 65865(c), the City has adopted Resolution No. 4159 establishing the procedures and requirements for the consideration of development agreements within the City.
- C. Owner owns those certain parcels of real property collectively and commonly known as Station 1300 in the City of Menlo Park, California ("**Property**") as shown on <u>Exhibit A</u> attached hereto and being more particularly described in <u>Exhibit B</u> attached hereto.
- D. Owner intends to demolish all existing structures on the Property and to construct the Project (as defined in this Agreement) on the Property in accordance with the Project Approvals and any other Approvals. As part of the Project Approvals, Owner obtained a public benefit bonus consisting of: (1) a height increase from 38 feet to 48 feet; and (2) an increase in floor area ratio from 1.1 to 1.5, thus allowing the construction of an additional 112,108 sq. ft. of office and residential space (the "Public Benefit Bonus") in consideration for the substantial public benefits proposed by the Owner and contained in this Agreement.
- F. The City examined the environmental effects of the Project (as defined in this Agreement) in an Infill Environmental Impact Report ("EIR") prepared pursuant to

the California Environmental Quality Act ("CEQA"). On \_\_\_\_\_\_, the City Council of the City reviewed and certified the EIR.

- G. The City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will eliminate uncertainty in the City's land use planning for, and secure orderly development of, the Project and otherwise achieve the goals and purposes for which Resolution No. 4159 was enacted by City. The Project will generate the public benefits described in this Agreement, along with other fees for the City. Owner will incur substantial costs in order to comply with the conditions of the Approvals and otherwise in connection with the development of the Project. In exchange for the public benefits and other benefits to the City and the public, Owner desires to receive vested rights, including, without limitation, legal assurances that the City will grant permits and approvals required for the development, occupancy and use of the Property and the Project, including the Public Benefit Bonus, in accordance with the Existing City Laws (as defined in this Agreement), subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the City and Owner desire to enter into this Agreement.
- H. On December 12, 2016, after conducting a duly noticed public hearing pursuant to Resolution No. 4159, the Planning Commission of the City recommended that the City Council approve this Agreement, based on the following findings and determinations: that this Agreement: (1) is consistent with the objectives, policies, general land uses and programs specified in the General Plan (as defined in this Agreement); (2) is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Property is located; (3) conforms with public convenience, general welfare and good land use practices; (4) will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; (5) will not adversely affect the orderly development of property or the preservation of property values within the City; and (6) will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

I. Thereafter, on	, the City Council held a duly noticed
public hearing on this Agreement pursuan	t to Resolution No. 4159. The City Council
made the same findings and determinations	as the Planning Commission. On that same
date, the City Council made the decision	to approve this Agreement by introducing
	e"). A second reading was conducted on the
Enacting Ordinance on, on	which date the City Council adopted the
Enacting Ordinance, making the Enacting O	rdinance effective on

NOW, THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5 and Resolution No. 4159, and in consideration of the mutual covenants and promises of the City and Owner herein contained, the City and Owner agree as follows:

1. <u>Definitions</u>. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

- 1.1 <u>Approvals</u>. Any and all permits or approvals of any kind or character required under the City Laws in order to authorize and entitle Owner to complete the Project and to develop and occupy the Property in accordance with the terms of the Project including, but not limited to, the items described in the Project Approvals (as defined in this Agreement).
- 1.2 <u>City Laws</u>. The ordinances, resolutions, codes, rules, regulations and official policies of the City governing the permitted uses of land, density, design, and improvement applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, the City Laws shall include the General Plan and the City's Zoning Ordinance.
- 1.3 <u>City Manager</u>. The City Manager or his or her designee as designated in writing from time to time. Owner may rely on the authority of the designee of the City Manager.
- 1.4 <u>City Wide</u>. Any City Law, Fee or other matter that is generally applicable to one or more kinds or types of development or use of property wherever located in the City or that is applicable only within the area included in the Menlo Park El Camino Real/Downtown Specific Plan. A City Law, Fee or other matter shall not be City Wide if, despite its stated scope, it applies only to the Property or to one or more parcels located within the Property, or if the relevant requirements are stated in such a way that they apply only to all or a portion of the Project.
- 1.5 <u>Community Development Director</u>. The City's Community Development Director or his or her designee.
- 1.6 <u>Conditions</u>. All conditions, dedications, reservation requirements, obligations for on- or off-site improvements, services, other monetary or non-monetary requirements and other conditions of approval imposed, charged by or called for by the City in connection with the development of or construction on real property under the Existing City Laws, whether such conditions constitute public improvements, mitigation measures in connection with environmental review of any project, or impositions made under applicable City Laws.
- 1.7 <u>Default</u>. As to Owner, the failure of Owner to comply substantially and in good faith with any obligations of Owner under this Agreement; and as to the City, the failure of the City to comply substantially and in good faith with any obligations of City under this Agreement; any such failure by Owner or the City shall be subject to cure as provided in this Agreement.
- 1.8 <u>Effective Date</u>. The effective date of the Enacting Ordinance pursuant to Government Code Section 65867.5, as specified in Recital I of this Agreement.
  - 1.9 Existing City Laws. The City Laws in effect as of the Effective Date.

- 1.10 <u>General Plan</u>. Collectively, the General Plan for the City adopted by the City Council on November 30 and December 1, 1994, as previously amended and in effect as of the Effective Date. [Modify if new GP adopted before the Effective Date.]
- 1.11 <u>Impact Fees</u>. The monetary amount charged by the City or equivalent in-kind obligation in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the development project or development of the public facilities related to the development project, including any "fee" as that term is defined by Government Code Section 66000(b) and including any fees included in the MMRP.
- 1.12 <u>Laws</u>. The laws and Constitution of the State of California, the laws and Constitution of the United States and any state or federal codes, statutes, executive mandates or court decisions thereunder. The term "Laws" shall exclude City Laws.
- 1.13 <u>Mitigation Measures</u>. The mitigation measures applicable to the Project, developed as part of the EIR process and required to be implemented through the MMRP.
- 1.14 <u>MMRP</u>. The Mitigation Monitoring and Reporting Plan adopted as part of the Project Approvals and applicable to the Project.
- 1.15 <u>Mortgage</u>. Any mortgage, deed of trust or similar security instrument encumbering the Property, any portion thereof or any interest therein.
- 1.16 <u>Mortgagee</u>. With respect to any Mortgage, any mortgagee or beneficiary thereunder.
- 1.17 <u>Party</u>. Each of the City and Owner and their respective successors, assigns and transferees (collectively, "Parties").
- 1.18 Processing Fee. A fee imposed by the City upon the submission of an application or request for a permit or Approval, which is intended to cover only the estimated cost to the City of processing such application or request and/or issuing such permit or Approval and which is applicable to similar projects on a City Wide basis, including but not limited to building permit plan check and inspection fees, public works, engineering and transportation plan check and inspection fees, subdivision map application, review and processing fees, fees related to the review, processing and enforcement of the MMRP, and fees related to other staff time and attorney's time incurred to review and process applications, permits and/or Approvals; provided such fees are not duplicative of or assessed on the same basis as any Impact Fees.
- 1.19 <u>Project</u>. The uses of the Property, the site plan for the Property and the Vested Elements (as defined in Section 3.1), as authorized by or embodied within the Project Approvals and the actions that are required pursuant to the Project Approvals. Specifically, the Project includes the demolition of the existing structures on the Property and the construction of new buildings including office, retail, and residential

uses, an underground parking garage, and certain onsite and offsite improvements as more particularly described in the Project Approvals.

- 1.20 <u>Project Approvals</u>. The following approvals for the Project granted, issued and/or enacted by the City as of the date of this Agreement, as amended, modified or updated from time to time: (a) this Agreement; (b) the statement of overriding considerations and adoption of the MMRP and other actions in connection with environmental review of the Project; (c) Architectural Control, including approving a public benefit bonus; (d) Tentative Map; (e) Use Permit; (f) Heritage Tree Removal Permits; and (g) Below Market Rate (BMR) Housing Agreement.
- 1.21 <u>Resolution No. 4159</u>. City Resolution No. 4159 entitled "Resolution of the City Council of the City of Menlo Park Adopting Regulations Establishing Procedures and Requirements for Development Agreements" adopted by the City Council of the City of Menlo Park on January 9, 1990.
- 1.22 Substantially Complete Building Permit Application. Owner's completed or substantially completed application for a building permit for the underground parking garage to be built as part of the Project as reasonably determined by the City's Building Official applied in a manner consistent with City's standard practices in effect at the time of building permit submittal, accompanied by (i) payment of all Processing Fees and other fees required to be submitted with such application and (ii) plans/required submittals for all associated on-site and off-site improvements associated with such structure, as required by the Project Approvals. For the remaining elements of the Project, including without limitation the residential building and the two office buildings, a Substantially Complete Building Permit Application shall mean Owner's completed or substantially completed application for a building permit as reasonably determined by the City's Building Official applied in a manner consistent with the City's standard practices in effect at the time of building permit submittal accompanied by (i) payment of all Processing Fees and other fees to be submitted with such application and (ii) plans/required submittals for all associated on-site and off-site improvements.

## 2. <u>Effective Date; Term.</u>

- 2.1 Effective Date. This Agreement shall be dated and the rights and obligations of the Parties hereunder shall be effective as of the Effective Date. Not later than ten (10) days after the Effective Date, the City and Owner shall execute and acknowledge this Agreement, and the City shall cause this Agreement to be recorded in the Official Records of the County of San Mateo, State of California as provided for in Government Code Section 65868.5. However, the failure to record this Agreement within the time period provided for in Government Code Section 65868.5 shall not affect its validity or enforceability among the Parties.
- 2.2 <u>Term.</u> This Agreement shall terminate ten (10) years from the Effective Date (the "**Term**"), unless earlier terminated under Sections 9, 11, or 16 of this Agreement or extended by mutual written agreement under Section 10.1.

2.3 Expiration of Term. Except as otherwise provided in this Agreement or any of the Approvals, upon the expiration of the Term of this Agreement: (a) this Agreement, and the rights and obligations of the Parties under this Agreement, shall terminate; and (b) Owner shall thereafter comply with the provisions of the City Laws and Approvals then in effect or thereafter enacted and applicable to the Property and/or the Project, except that the expiration of the Term of this Agreement shall not affect any rights of Owner that are or would be vested under City Laws in the absence of this Agreement or any other rights arising from Approvals granted or issued by the City for the construction or development of all or any portion of the Project.

# 3. <u>General Development of the Project.</u>

- 3.1 <u>Project</u>. Owner shall have the vested right to develop and occupy the Property in accordance with the terms and conditions of this Agreement and the Project Approvals, and any additional Approvals for the Project and/or the Property obtained by Owner, as the same may be amended from time to time upon application by Owner; and City shall have the right to control development of the Property in accordance with the Approvals for the Project and/or the Property and the provisions of this Agreement, so long as this Agreement remains effective. Except as otherwise specified herein, until the expiration or earlier termination of this Agreement, this Agreement, the Approvals and the Existing City Laws shall control the overall development, use and occupancy of the Property, and all improvements and appurtenances in connection therewith, including, without limitation, the density and intensity of use ("Vested Elements"), and all Mitigation Measures and Conditions required or imposed in connection with the Project Approvals in order to minimize or eliminate environmental impacts of the Project.
- 3.2 <u>Subsequent Projects</u>. The City agrees that as long as Owner develops and occupies the Project in accordance with the terms of this Agreement, Owner's right to develop and occupy the Property shall not be diminished despite the impact of future development in the City on public facilities, including, without limitation, City streets, water systems, sewer systems, utilities, traffic signals, sidewalks, curbs, gutters, parks and other City owned public facilities that may benefit the Property and other properties in the City.
- 3.3 Other Governmental Permits. Owner or City (whichever is appropriate) shall apply for such other permits and approvals from governmental or quasi-governmental agencies other than the City having jurisdiction over the Project (e.g. the California Department of Transportation) as may be required for the development of or provision of services to the Project; provided, however, that City shall not apply for any such permits or approvals without Owner's prior written approval. The City shall use its best efforts to promptly and diligently cooperate, at no cost to the City, with Owner in its endeavors to obtain such permits and approvals and, from time to time at the request of Owner, shall proceed with due diligence and in good faith to negotiate and/or enter into binding agreements with any such entity in order to assure the availability of such permits and approvals or services. All such applications, approvals,

agreements, and permits shall be obtained at Owner's cost and expense, including payment of City staff time in accordance with standard practices, and Owner shall indemnify City for any liabilities imposed on City arising out of or resulting from such applications, permits, agreements and/or approvals. The indemnifications set forth in this Section 3.3 shall survive the termination or expiration of this Agreement. To the extent allowed by applicable Laws, Owner shall be a party or third party beneficiary to any such agreement between City and such agencies and shall be entitled to enforce the rights of Owner or the City thereunder and/or the duties and obligations of the parties thereto.

- 3.4 <u>Vesting</u>. The Parties acknowledge and agree that this Agreement vests Owner's rights to develop the Project in accordance with the terms of this Agreement and the provisions of state law concerning development agreements.
- 3.5 Fees. Notwithstanding any other provision of this Agreement, and notwithstanding the provisions of Section 3.1, at the time any Approvals are applied for, the City may charge Processing Fees to Owner for land use approvals, building permits, encroachment permits, subdivision maps, and other similar permits and approvals which are in force and effect on a City Wide basis at the time Owner submits an application for those permits. The Project shall additionally be subject to all other taxes, assessments, and fees imposed by the City which are in force and effect on a City Wide basis and imposed on taxpayers, land, or Approvals, except that Impact Fees shall be imposed as provided in Section 3.6.

## 3.6 <u>Impact Fees</u>.

- (a) The City shall not impose any new Impact Fees, including Impact Fees to provide affordable housing, on the Project provided that: (i) a Substantially Complete Building Permit Application is submitted to the City for the underground parking garage within three years of the Effective Date; and (ii) a building permit for the underground parking garage is issued within three years and six months of the Effective Date. Notwithstanding the foregoing, the City may impose increases in existing Impact Fees on the Project that are in force and effect on a City Wide basis at the time Owner submits an application for or receives an Approval that is subject to such increases in existing Impact Fees. As specified in Section 10.1, the time limits in this Section 3.6(a) may not be extended unless approved by the City Council and confirmed by the mutual written agreement of the City and Owner.
- (b) The Owner may receive up to two one year extensions of the period in which new Impact Fees may not be imposed on the Project by paying to the City the following: (i) ten percent (10%) of the amount of the new Impact Fee that would otherwise be imposed on the Project for the first one year extension; and (ii) an additional twenty percent (20%) of the amount of the new Impact Fee that would otherwise be imposed on the Project for the second one year extension. In determining the amount of any affordable housing Impact Fee that would otherwise be imposed on the Project, the City shall provide a credit for the Affordable Housing described in

Section 7.4 as provided in the ordinance or resolution establishing the affordable housing Impact Fee.

- 3.7 <u>Effect of Agreement</u>. This Agreement, the Project Approvals and all plans and specifications upon which such Project Approvals are based (as the same may be modified from time to time in accordance with the terms of the Project Approvals), shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full.
- 3.8 Review and Processing of Approvals. The City shall accept, review and shall use its best efforts to expeditiously process Owner's applications and requests for Approvals in connection with the Project in good faith and in a manner which complies with and is consistent with the Project Approvals and this Agreement. The City shall approve any application or request for an Approval which complies and is consistent with the Project Approvals. Owner shall provide the City with the Processing Fees, applications, documents, plans, materials and other information necessary for the City to carry out its review and processing obligations. Owner shall submit all applications and requests for Approvals in the manner required under applicable City Laws in effect as of the time of such submittal. The Parties shall cooperate with each other and shall use diligent, good faith efforts to cause the expeditious review, processing, and issuance of the approvals and permits for the development and occupation of the Project in accordance with the Project Approvals.

# 4. Specific Criteria Applicable to the Project.

Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including, but not limited to any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise expressly provided in this Agreement, the laws and policies applicable to the Property are and shall be as set forth in Existing City Laws (regardless of future changes in Existing City Laws by the City) and the Project Approvals. Owner shall also have the vested right to develop and occupy or to cause the Property to be developed and occupied in accordance with the Vested Elements; provided that the City may apply and enforce the California Building Standards Code as amended and adopted by the City (including the Mechanical Code, Electrical Code and Plumbing Code) and the California Fire Code as amended and adopted by the City and/or the Menlo Park Fire Protection District, as such codes may be in effect at the time Owner submits a Substantially Complete Building Permit Application for the underground parking garage, provided that: (a) Owner submits Substantially Complete Building Permit Applications for the remaining buildings in the Project within one year of the submittal of the Substantially Complete Building Permit Application for the underground parking garage; and (b) a building permit is issued for the underground parking garage and each subsequent permit within 360 days of the submittal of a Substantially Complete Building Permit Application for that permit. Without limiting the generality of the foregoing, except as otherwise expressly provided in this Agreement, during the Term of this Agreement, the City shall not, without the prior written consent of Owner: (a) apply to the Project any new or amended ordinance, resolution, rule, regulation, requirement or official policy

that is inconsistent with any Existing City Laws or Approvals and that would have the effect of delaying, preventing, adversely affecting or imposing any new or additional condition with respect to the Project; or (b) apply to the Project or any portion thereof any new or amended ordinance, resolution, rule, regulation, requirement or official policy that requires additional discretionary review or approval for the proposed development, use and/or occupancy of the Project.

- 4.2 Application of New City Laws. Nothing herein shall prevent the City from applying to the Property new City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement, and which do not affect the Vested Elements or impose any other conditions on the Project that are inconsistent with this Agreement or the intent of this Agreement. Any action or proceeding of the City that has any of the following effects on the Project shall be considered in conflict with this Agreement and the Existing City Laws:
- (a) Limiting or reducing the density or intensity of use of the Property;
- (b) Limiting grading or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals; or
- (c) Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by the Project Approvals.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement and the Existing City Laws. Prior to the adoption of any new City Law, including without limitation any change in the City's affordable housing rules or policies, City shall, upon Owner's request, confer as to whether such new City Law would be considered in conflict with this Agreement and Existing City Laws.

- 4.3 <u>Timing</u>. Without limiting the foregoing, no moratorium or other limitation affecting the development and occupancy of the Project or the rate, timing or sequencing thereof shall apply to the Project.
- 4.4 <u>Subsequent Environmental Review</u>. The Parties acknowledge and agree that the EIR contains a thorough environmental analysis of the Project and the Project alternatives, and specifies the feasible Mitigation Measures available to eliminate or reduce to an acceptable level the environmental impacts of the Project. The Parties further acknowledge and agree that the EIR provides an adequate environmental analysis for the City's decisions to authorize Owner to proceed with the Project as embodied in the Project Approvals and this Agreement and subsequent development of the Project during the Term of this Agreement. The Mitigation Measures imposed are appropriate for the implementation of proper planning goals and objectives and the formulation of Project conditions of approval. In view of the foregoing, the City

agrees that the City will not require another or additional environmental impact report or environmental review for any subsequent Approvals implementing the Project to the extent that is consistent with the California Environmental Quality Act. Owner shall defend, indemnify and hold the City harmless from any costs or liabilities incurred by the City in connection with any litigation seeking to compel the City to perform additional environmental review of any subsequent Approvals.

- 4.5 <u>Easements</u>: Improvements. The City shall cooperate with Owner in connection with any arrangements for abandoning existing easements and facilities and the relocation thereof or creation of any new easements within the Property or the undercrossing necessary or appropriate in connection with the development of the Project. If any such easement is owned by the City or an agency of the City, the City or such agency shall, at the request of Owner, take such action and execute such documents as may be reasonably necessary in order to abandon and relocate such easement(s) as necessary or appropriate in connection with the development of the Project in accordance with the Project Approvals. All on-site and off-site improvements required to be constructed by Owner pursuant to this Agreement, including those set forth in the Project Approvals, shall be constructed by Owner.
- 5. <u>Condition Precedent</u>. Owner's obligations under Sections 6 and 7 inclusive are expressly conditioned on the City's issuance of a building permit for the underground parking garage to be built as part of the Project. This condition shall be referred to as the "**Condition Precedent**".
- 6. One Time Public Benefit; Downtown Public Amenity Fund. Prior to issuance of any building permit for the underground parking garage, Owner shall make a payment of One Million Fifty Thousand Dollars (\$1,050,000) to the City for deposit into the Downtown Public Amenity Fund. Prior to City sign off on any building permit allowing occupancy of office, retail, or residential space, Owner shall make a second payment of One Million Fifty Thousand Dollars (\$1,050,000) to the City for deposit into the Downtown Public Amenity Fund.

#### 7. On-Going Public Benefits.

as shown on Exhibit A attached hereto that shall be open to the public consistent with the public use agreement attached to this Agreement as Exhibit C (the "Public Use Agreement"). Prior to City sign off on any building permit allowing occupancy of office, retail, or residential space in the Project, the Public Use Agreement shall be recorded against the Property. Construction of the dog park shall be completed substantially in conformance with the Project Approvals and all other applicable state and local building codes, development standards, and ordinances prior to City sign off of the building permit allowing occupancy of any residential unit in the Project. The Public Use Agreement may be amended from time to time by mutual agreement of the City and the Owner, and any amendment to the Public Use Agreement shall automatically be deemed to be incorporated into this Agreement without any further requirement to amend this Agreement.

## 7.2 Sales Tax Guarantee.

- (a) For the Term of this Agreement, and commencing two (2) years after occupancy is allowed in the final office or residential building, Owner agrees to pay to the City the positive difference, if any, obtained by subtracting: (i) the sales tax revenues the City actually received from the entire Property (including sales tax generated by office space tenants) for the previous fiscal year (measured from July 1 to June 30) from: (ii) the amount of Eighty-Three Thousand Seven Hundred Dollars (\$83,700) (the "Sales Tax Guarantee").
- (b) Commencing one year after the Effective Date, the amount of the Sales Tax Guarantee shall be increased once every twelve months based on the annual percentage increase in the Consumer Price Index, All Items (CPI-U), San Francisco-Oakland-San Jose, on June 30 of each year.
- (c) In the first year that the Project is subject to the Sales Tax Guarantee, Owner shall pay to the City the positive difference, if any, obtained by subtracting: (i) the sales tax revenues the City actually received from the Property for the previous fiscal year (measured from July 1 to June 30) from: (ii) the amount of the Sales Tax Guarantee prorated for the period in which occupancy was approved. (As an example, if occupancy is approved on October 1, 2019, then no Sales Tax Guarantee would be due from October 1, 2019 to October 1, 2021, and the first calculation of the Sales Tax Guarantee would occur for the period from October 1, 2021 to June 30, 2022. The sales tax actually received from the Property from July 1, 2021 to June 30, 2022 would be subtracted from the Sales Tax Guarantee prorated over a nine month period rather than a twelve month period to determine any amount owed to the City.)
- 7.3 Marketing to Incubator/Accelerator/Co-Working Tenants. For the Term of this Agreement, Owner shall make a good faith effort to implement the plan shown in Exhibit D attached hereto (the "Incubator Marketing Plan") and market the office space within the Project to incubator, accelerator, and co-working tenants. Notwithstanding this provision, Owner shall have no obligation to implement the Incubator Marketing Plan if all of the office space in the Project is leased to a single tenant, nor shall Owner have any obligation to implement the Marketing Plan during periods when the office space in the buildings is ninety-five percent (95%) leased for at least one year in the future.
- Agreement, Owner and City shall execute and record a Below Market Rate (BMR) Housing Agreement in the form attached as <a href="Exhibit E">Exhibit E</a> ("BMR Housing Agreement"), which shall provide, among other things, for: (a) the provision of a total of twenty (20) affordable units in the Project, fourteen (14) to be occupied exclusively by, and rented to, households of low income and six (6) to be occupied exclusively by, and rented to, households of moderate income ("Affordable Units"), as further described in the BMR Housing Agreement; (b) a concurrent term for all Affordable Units of fifty-five (55) years from the date of City sign off of the final building permit allowing occupancy of all planned residential space in the Project; and (c) the priority of the BMR Housing

Agreement over any liens or deeds of trust recorded against the Property other than a lien for current unpaid property taxes. Owner further acknowledges, under Civil Code Sections 1954.52(b) and 1954.53(a)(2), that it has agreed to limit rents in the Affordable Units in consideration for the City's agreements to enter into a Development Agreement for the Project and for the City's approval of this Agreement and provision of the Public Benefit Bonus, as described in the BMR Housing Agreement. Owner hereby agrees that any Affordable Units provided pursuant to this Agreement are not subject to Civil Code Section 1954.52(a) or any other provision of the Costa-Hawkins Act inconsistent with controls on rents, and further agrees that any limitations on rents imposed on the Affordable Units are in conformance with the Costa-Hawkins Act.

8. <u>Indemnity</u>. Owner shall indemnify, defend and hold harmless City, and its elective and appointive boards, commissions, officers, agents, contractors, and employees (collectively, "City Indemnified Parties") from any and all claims, causes of action, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in connection with, or caused on account of, the development and occupancy of the Project, any Approval with respect thereto, or claims for injury or death to persons, or damage to property, as a result of the operations of Owner or its employees, agents, contractors, representatives or tenants with respect to the Project (collectively, "Owner Claims"); provided, however, that Owner shall have no liability under this Section 8 for Owner Claims arising from the gross negligence or willful misconduct of any City Indemnified Party, or for Claims arising from, or that are alleged to arise from, the repair or maintenance by the City of any improvements that have been offered for dedication by Owner and accepted by the City.

## 9. Periodic Review for Compliance.

- Annual Review. The City shall, at least every twelve (12) months 9.1 during the Term of this Agreement, review the extent of Owner's good faith compliance with the terms of this Agreement pursuant to Government Code § 65865.1 and Resolution No. 4159. Notice of such annual review shall be provided by the City's Community Development Director to Owner not less than thirty (30) days prior to the date of the hearing by the Planning Commission on Owner's good faith compliance with this Agreement and shall to the extent required by law include the statement that any review may result in amendment or termination of this Agreement. Owner shall demonstrate good faith compliance with this Agreement. At the conclusion of the review, the Planning Commission shall determine on the basis of substantial evidence whether the Owner has complied in good faith with the terms and conditions of this Agreement. The decision of the Planning Commission may be appealed to the City Council within ten (10) days of its decision. A finding by the Planning Commission or City Council, as applicable, of good faith compliance with the terms of this Agreement shall conclusively determine the issue up to and including the date of such review.
- 9.2 <u>Non-Compliance</u>. If the Planning Commission (if its finding is not appealed) or City Council finds that Owner has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to Owner describing: (a) such failure and that such failure constitutes a Default; (b) the actions, if

any, required by Owner to cure such Default; and (c) the time period within which such Default must be cured. If the Default can be cured, Owner shall have a minimum of thirty (30) days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period, if Owner shall commence within such thirty (30) day time period the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default, Owner shall have such additional time period as may be required by Owner within which to cure such Default.

- 9.3 <u>Failure to Cure Default</u>. If Owner fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.
- 9.4 <u>Proceeding Upon Amendment or Termination</u>. If, upon a finding under Section 9.2 of this Agreement and the expiration of the cure period specified in such Section 9.2 without the Owner having cured a Default, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Owner of its intention so to do. The notice shall be given at least thirty (30) days before the scheduled hearing and shall contain:
  - (a) The time and place of the hearing;
- (b) A statement that the City proposes to terminate or to amend this Agreement; and
- (c) Such other information as is reasonably necessary to inform Owner of the nature of the proceeding.
- 9.5 Hearings on Amendment or Termination. At the time and place set for the hearing on amendment or termination, Owner shall be given an opportunity to be heard, and Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement or, with Owner's agreement to amend rather than terminate, amend this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.
- 9.6 Effect on Transferees. If Owner has transferred a partial interest in the Property to another party so that title to the Property is held by Owner and additional parties or different parties, the City shall conduct one annual review applicable to all parties with a partial interest in the Property and the entirety of the Property. If the City Council terminates or amends this Agreement based upon any such annual review and the determination that any party with a partial interest in the Property has not complied in good faith with the terms and conditions of this Agreement, such action shall be

effective as to all parties with a partial interest in the Property and to the entirety of the Property.

## 10. Permitted Delays; Subsequent Laws.

- Extension of Times of Performance. In addition to any specific provisions of this Agreement, the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such obligation shall be extended; where delays or failures to perform are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasi-governmental entities other than the City, unusually severe weather, acts of another Party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the City shall not excuse the City's performance) or any other causes beyond the reasonable control, or without the fault, of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause of the delay. If a delay occurs, the Party asserting the delay shall use reasonable efforts to notify promptly the other Parties of the delay. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause of the delay, the period shall commence to run as of only thirty (30) days prior to the giving of such notice. The time period for performance under this Agreement may also be extended in writing by the joint agreement of the City and Owner. Litigation attacking the validity of the EIR, the Project Approvals and/or the Project shall also be deemed to create an excusable delay under this Section 10.1, but only to the extent such litigation causes a delay and the Party asserting the delay complies with the notice and other provisions regarding delay set forth hereinabove. Notwithstanding this Section 10.1, in no event shall the Term of this Agreement as set forth in Section 2.2 or the time limits set forth in Section 3.6 be extended by any such delay without approval of the City Council and the mutual written agreement of the City and Owner.
- after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer reasonably and in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in Owner's reasonable business judgment, then Owner shall have the right to terminate this Agreement by written notice to the City. Owner shall also have the right to challenge the new Law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Notwithstanding the preceding, nothing herein shall permit the City to enact Laws that conflict with the terms of this Agreement.

#### 11. Termination.

11.1 <u>City's Right to Terminate</u>. The City shall have the right to terminate this Agreement only under the following circumstances:

The City Council has determined that Owner is not in good faith compliance with the terms of this Agreement, and this Default remains uncured, all as set forth in Section 9 of this Agreement.

- 11.2 <u>Owner's Right to Terminate</u>. Owner shall have the right to terminate this Agreement only under the following circumstances:
- (a) Owner has determined that the City is in Default, has given the City notice of such Default and the City has not cured such Default within thirty (30) days following receipt of such notice, or if the Default cannot reasonably be cured within such thirty (30) day period, the City has not commenced to cure such Default within thirty (30) days following receipt of such notice and is not diligently proceeding to cure such Default.
- (b) Owner is unable to complete the Project because of supersedure by a subsequent Law or court action, as set forth in Sections 10.2 and 16 of this Agreement.
- (c) Owner determines in its business judgment that it does not desire to proceed with the construction of the Project.
- 11.3 <u>Mutual Agreement</u>. This Agreement may be terminated upon the mutual written agreement of the Parties.
- 11.4 <u>Effect of Termination</u>. If this Agreement is terminated pursuant to this Section 11, such termination shall not affect: (a) any condition or obligation due to the City from Owner and arising prior to the date of termination; and/or (b) the Project Approvals.
- 11.5 <u>Recordation of Termination</u>. In the event of a termination, the City and Owner agree to cooperate with each other in executing and acknowledging a Memorandum of Termination to record in the Official Records of San Mateo County within thirty (30) days following the effective date of such termination.

#### 12. Remedies.

12.1 <u>No Damages</u>. City and Owner acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the recitals. City and Owner agree that to determine a sum of money which would adequately compensate either Party for choices they have made which would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages

would not be an adequate remedy. Therefore, City and Owner agree that in no event shall a Party, or its boards, commissions, officers, agents, or employees, be liable in damages for an Default under this Agreement. This exclusion on damages shall not preclude actions by a Party to enforce payments of monies or fees due or the performance of obligations requiring the expenditures of money under the terms of this Agreement.

- 12.2 <u>Remedies Cumulative</u>. In the event of a breach of this Agreement, the only remedies available to the non-breaching Party shall be: (a) suit for specific performance to remedy a specific breach; (b) suits for declaratory or injunctive relief; (c) suit for mandamus under Code of Civil Procedure Section 1085, or special writ; and (d) termination or cancellation of this Agreement. While Owner is in Default under this Agreement, City shall not be obligated to issue any permit or grant any Approval until Owner cures the Default. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.
- 12.3 Parties' Agreement. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party. The provisions of this Section 12 shall survive and remain in effect following the expiration of the Term or termination or cancellation of this Agreement.
- 13. <u>Waiver</u>. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period of time specified in such express waiver.
- 14. Attorneys' Fees. If a Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against another Party by reason of a Default, or otherwise to enforce rights or obligations arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party its costs and expenses of such action or proceeding, including reasonable attorneys' fees and costs, and costs of such action or proceeding, which shall be payable whether such action or proceeding is prosecuted to judgment. "Prevailing Party" within the meaning of this Section 14 shall include, without limitation,

a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of the covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

- 15. <u>Limitations on Actions</u>. The City and Owner hereby renounce the existence of any third party beneficiary of this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status. If any action or proceeding is instituted by any third party challenging the validity of any provisions of this Agreement, or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.
- Owner's Right of Termination; Indemnity. If any court action or proceeding is brought by any third party to challenge the EIR, the Project Approvals and/or the Project, or any portion thereof, and without regard to whether Owner is a party to or real party in interest in such action or proceeding, or this Agreement is the subject of a referendum petition submitted to the City, then Owner shall have the right to terminate this Agreement upon thirty (30) days' notice in writing to City, given at any time during the pendency of such action, proceeding, or referendum, or within ninety (90) days after the final determination therein (including any appeals), irrespective of the nature of such final determination, provided that, either: (a) in the notice to the City, Owner requests City in writing to rescind the Project Approvals, including the Public Benefit Bonus; or (b) City has approved alternative public benefits in consideration for the Public Benefit Bonus. If Owner elects not to terminate this Agreement, any such action, proceeding, or referendum shall constitute a permitted delay under Section 10.1 of this Agreement. Owner shall pay the City's cost and expense, including attorneys' fees and staff time incurred by the City in defending any such action or participating in the defense of such action, including any court action or proceeding involving a referendum petition regarding this Agreement, and shall indemnify the City from any award of attorneys' fees awarded to the party challenging this Agreement, the Project Approvals or any other permit or Approval or attorneys' fees awarded to a third party related to a referendum petition. The defense and indemnity provisions of this Section 16 shall survive Owner's election to terminate this Agreement. Notwithstanding anything to the contrary herein, Owner shall retain the right to terminate this Agreement pursuant to this Section 16 even after: (a) it has vacated the Property; and (b) its other rights and obligations under this Agreement have terminated.
- 17. Estoppel Certificate. Any Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party certify in writing, to the knowledge of the certifying Party: (a) that this Agreement is in full force and effect and a binding obligation of the Parties; (b) that this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (c) that the requesting Party is not in Default in the performance of its obligations under this Agreement, or if the requesting Party is in Default, the nature and amount of any such Defaults; (d) that the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance; and (e) as to such other matters concerning this Agreement as the requesting Party shall reasonably request. A Party receiving a request hereunder shall execute and return such certificate

within thirty (30) days following the receipt thereof. The City Manager shall have the right to execute any certificate requested by Owner hereunder. The City acknowledges that a certificate may be relied upon by transferees and Mortgagees.

# 18. <u>Mortgagee Protection; Certain Rights of Cure</u>.

- 18.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, after the date of recordation of this Agreement in the San Mateo County, California Official Records, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage, and subject to Section 18 of this Agreement, all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, and the benefits hereof will inure to the benefit of such party.
- 18.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 18.1 above, no Mortgagee or other purchaser in foreclosure or grantee under a deed in lieu of foreclosure, and no transferee of such Mortgagee, purchaser or grantee shall: (a) have any obligation or duty under this Agreement to construct, or to complete the construction of, improvements, to guarantee such construction or completion or to perform any other monetary or nonmonetary obligations of Owner under this Agreement; and (b) be liable for any Default of Owner under this Agreement; provided, however, that a Mortgagee or any such purchaser, grantee or transferee shall not be entitled to use the Property in the manner permitted by this Agreement and the Project Approvals unless it complies with the terms and provisions of this Agreement applicable to Owner.
- 18.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of Default given Owner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Owner, any notice of a Default or determination of noncompliance given to Owner. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy, the Default claimed or the areas of noncompliance set forth in the City's notice. If the Default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, or any portion thereof, such Mortgagee may seek to obtain possession with diligence and continuity through a receiver, by foreclosure or otherwise, and may thereafter remedy or cure the Default or noncompliance within ninety (90) days after obtaining possession of the Property or such portion thereof. If any such Default or noncompliance cannot, with reasonable diligence, be remedied or cured within the applicable ninety (90) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Default or noncompliance if such Mortgagee commences a cure during the applicable ninety (90) day period, and thereafter diligently pursues such cure to completion.

# 19. <u>Assignment, Transfer, Financing</u>.

- Owner's Right to Assign. Subject to the terms of this Agreement, Owner shall have the right to transfer, sell and/or assign Owner's rights and obligations under this Agreement in conjunction with the transfer, sale or assignment of all or a partial interest in the Property. If the transferred interest consists of less than Owner's entire Property, or less than Owner's entire title to or interest in the Property, Owner shall have the right to transfer, sell, and/or assign to the transferee only those of Owner's rights and obligations under this Agreement that are allocable or attributable to the transferred property. Any transferee shall assume in writing the obligations of Owner under this Agreement and the Project Approvals relating to the transferred property and arising or accruing from and after the effective date of such transfer, sale or assignment.
- 19.2 <u>Financing</u>. Notwithstanding Section 19.1 of this Agreement, Mortgages, sales and lease-backs and/or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the development of the Property are permitted without the need for the lender to assume in writing the obligations of Owner under this Agreement and the Project Approvals. Further, no foreclosure, conveyance in lieu of foreclosure or other conveyance or transfer in satisfaction of indebtedness made in connection with any such financing shall require any further consent of the City, regardless of when such conveyance is made, and no such transferee will be required to assume any obligations of Owner under this Agreement.
- 19.3 Release upon Transfer of Property. Upon Owner's sale, transfer and/or assignment of all of Owner's rights and obligations under this Agreement in accordance with this Section 19, Owner shall be released from Owner's obligations pursuant to this Agreement which arise or accrue subsequent to the effective date of the transfer, sale and/or assignment.
- 20. Covenants Run With the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall constitute covenants that shall run with the land comprising the Property, and the burdens and benefits of this Agreement shall be binding upon, and shall insure to the benefit of, each of the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this Agreement.

#### 21. Amendment.

Agreement, this Agreement may be cancelled, modified or amended only by mutual consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868 and Article 7 of Resolution No. 4159. Any amendment to this Agreement which does not relate to the Term of this Agreement, the Vested Elements or the Conditions relating to the Project shall require the giving of notice

pursuant to Government Code Section 65867, as specified by Section 65868 thereof, but shall not require a public hearing before the Parties may make such amendment.

- 21.2 <u>Recordation</u>. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date thereof or of the action effecting such amendment, termination or cancellation; provided, however, a failure of the City Clerk to record such amendment, termination or cancellation shall not affect the validity of such matter.
- 22. <u>Notices</u>. Any notice shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, express mail, return receipt requested, with postage prepaid, or by overnight courier to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:

City of Menlo Park 701 Laurel Street

Menlo Park, CA 94025 Attention: City Manager

With a

copy to:

City of Menlo Park 701 Laurel Street Menlo Park, CA 94025

Attention: City Attorney

Owner:

Real Social Good Investments LLC

c/o Greenheart Land Company LLC

621 High Street Palo Alto, CA 94301

With a copy to:

Greenheart Land Company

P.O. Box 7775 #45700

San Francisco, CA 94120-7775

Arent Fox LLP

52 Second Street, 21st Floor San Francisco, CA 94105-3470

Attention: Steve Atkinson

A Party may change its mailing address at any time by giving to the other Party ten (10) days' notice of such change in the manner provided for in this Section 22. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed, on the delivery date or attempted delivery date shown on the return receipt.

#### 23. Miscellaneous.

- 23.1 <u>Negation of Partnership</u>. The Parties specifically acknowledge that the Project is a private development, that no Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Owner, the affairs of the City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.
- 23.2 <u>Consents</u>. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld or delayed. If a Party shall not approve, the reasons therefor shall be stated in reasonable detail in writing. The approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests.
- 23.3 Approvals Independent. All Approvals which may be granted pursuant to this Agreement, and all Approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any Approvals or other land use approvals.
- 23.4 <u>Severability</u>. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement. Notwithstanding the preceding, this Section 23.4 is subject to the terms of Section 10.2.
- 23.5 <u>Exhibits</u>. The Exhibits referred to herein are deemed incorporated into this Agreement in their entirety.
- 23.6 <u>Entire Agreement</u>. This written Agreement and the Project Approvals contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this

Agreement and the Project Approvals, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement.

- 23.7 Construction of Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Section and Subsection are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships, limited liability companies or other legal entities.
- 23.8 <u>Further Assurances; Covenant to Sign Documents</u>. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.
- 23.9 <u>Governing Law</u>. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California. Venue shall be San Mateo County Superior Court.
- 23.10 <u>Construction</u>. This Agreement has been reviewed and revised by legal counsel for Owner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.
- 23.11 <u>Time</u>. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring City's review or approval relating to the Project or Property.
- 24. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of which when taken together shall constitute but one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

	CITY
	CITY OF MENLO PARK, a municipal corporation of the State of California
	By:
	Name: Mayor
ATTEST:	
	•
City Clerk	
APPROVED AS TO FORM:	
By: City Attorney	OWNER
	REAL SOCIAL GOOD INVESTMENTS LLC, a California limited liability company
	By:
	Name:
	Its:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA	)	
COUNTY OF SAN MATEO		
Public, personally appear proved to me on the basis is/are subscribed to the we executed the same in his signature(s) on the instrur- person(s) acted, executed	OF PERJURY under the laws true and correct.	the person(s) whose name(s) dged to me that he/she/theyes), and that by his/her/their ity upon behalf of which the
	Name:	
	Notary Public	· •

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA	)	
COUNTY OF SAN MATEO	)	
OnPublic, personally appeare proved to me on the basis of is/are subscribed to the with executed the same in his/he signature(s) on the instrumer person(s) acted, executed the I certify UNDER PENALTY O the foregoing paragraph is true WITNESS my hand and official	d	the person(s) whose name(s) edged to me that he/she/they ies), and that by his/her/their tity upon behalf of which the
	Name:	
	Notary Publi	C .

# EXHIBIT A

# SITE PLAN OF PROPERTY

# **EXHIBIT B**

# LEGAL DESCRIPTION OF PROPERTY

Real property in the City of Menlo Park, County of San Mateo, State of California, described as follows:

# EXHIBIT C

# PUBLIC USE AGREEMENT

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: City of Menlo Park Attn: City Clerk 701 Laurel Street Menlo Park, CA 94025

Space above this line for Recorder's Use Only

## PUBLIC USE AGREEMENT

#### **STATION 1300 PROJECT**

(1258 - 1300 EL CAMINO REAL, 550 – 580 OAK GROVE AVENUE, AND 540 – 570 DERRY LANE, MENLO PARK, CA)

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#### PUBLIC USE AGREEMENT

THIS PUBLIC USE AGREEMENT (the "Agreement") is made and entered into on the day of, 2017, by and between the CITY OF MENLO PARK, a California municipal corporation ("City"), and REAL SOCIAL GOOD INVESTMENTS, LLC, a California limited liability company ("Owner") (individually a "Party" and collectively the "Parties"), with reference to the following facts:
RECITALS
A. Owner is the fee owner of those certain parcels of real property collectively and commonly known as Station 1300 in the City of Menlo Park, California (" <b>Property</b> ") as more particularly described in <a href="Exhibit A">Exhibit A</a> attached hereto.
B. The Parties have entered into a Development Agreement ("Development Agreement"), effective and recorded on in the Official Records of San Mateo County as Instrument No, to facilitate development of the Property subject to certain terms and conditions. Owner intends to demolish all existing structures on the Property and to construct the Project on the Property, as defined in the Development Agreement (the "Project"). All capitalized terms not otherwise defined in this Agreement have the meaning ascribed to them in the Development Agreement.
C. As a material consideration for the long term assurances, vested rights, and other City obligations provided by the Development Agreement and as a material inducement to City to enter into the Development Agreement and to receive a public benefit bonus consisting of: (1) a height increase from 38 feet to 48 feet; and (2) an increase in floor area ratio from 1.1 to 1.5, thus allowing the construction of an additional 112,108 sq. ft. of office and residential space (the "Public Benefit Bonus"), Owner offered and agreed to provide certain public benefits to the City as specified in the Development Agreement.
D. Section 7.1 of the Development Agreement specifies that the Project will incorporate a fenced " <b>Dog Park</b> " as shown on Exhibit B attached hereto that shall be open to the public consistent with this Agreement. Through this Agreement, the Parties desire to memorialize the terms under which the Owner will make the Dog Park available for public use.
NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Owner agree as follows:

#### **AGREEMENT**

The introductory paragraph and the Recitals are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

# ARTICLE I CONSTRUCTION OF DOG PARK

Construction of the Dog Park shall be completed substantially in conformance with the Project Approvals and all other applicable state and local building codes, development standards, and ordinances prior to City sign off of the building permit allowing occupancy of any residential unit in the Project.

#### ARTICLE II PUBLIC USE OF DOG PARK

#### 2.1 Public Use of Dog Park.

- 2.1.1 The Owner hereby agrees to permit members of the public to utilize the Dog Park and to enter the Property for that purpose seven days a week from 8:00 am to 8:00 pm. No charge shall be made for such use.
- 2.1.2 Members of the public utilizing the Dog Park shall comply with all applicable federal, state, county and local laws, rules, and regulations and all reasonable rules and regulations for use of the Dog Park adopted by the Owner in consultation with the City under Section 2.1.3 below.
- 2.1.3 At least ninety (90) days prior to the public's first use of the Dog Park, the Parties shall meet and confer to approve written, detailed rules and regulations for use of the Dog Park by the public. If City and Owner do not agree on the rules and regulations for use of the Dog Park, the Owner shall have the final authority to adopt reasonable rules and regulations, so long as those rules and regulations do not discriminate between members of the public, and residents or tenants of the Project.

#### 2.2 Maintenance.

Owner shall be responsible for the maintenance, repair and replacement, at its sole cost, of the facilities comprising the Project, including the Dog Park, which Owner shall keep in a good, safe and usable condition, in good repair, and in compliance with all applicable federal, state, county, and local ordinances. Members of the public may be required to remove litter and other objects brought onto the Property and to place dog feces in approved receptacles. Owner may also require members of the public to reimburse Owner for the actual cost of repairing damage done to the Dog Park caused by use of the Property, excluding damage attributed to ordinary wear and tear.

# ARTICLE III AMENDMENT OR TERMINATION OF AGREEMENT

#### 3.1 Amendment or Termination.

The Parties may mutually agree to amend or terminate this Agreement in whole or in part. As provided in Section 7.1 of the Development Agreement, any amendment to this Agreement shall automatically be deemed to be incorporated into the Development Agreement. This Agreement shall survive the termination or cancellation of the Development Agreement.

#### 3.2 Requirement for a Writing; Amendments.

No amendment to or termination of this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the Parties. Where this Agreement requires an approval or consent of the City, such approval may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents

or agreements as may be contemplated by this Agreement and approval of amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City.

## ARTICLE IV DEFAULT AND REMEDIES

#### 4.1 Default.

A Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement shall constitute a default ("**Default**"), if the violation continues for a period of thirty (30) days after written notice thereof to the defaulting Party without the defaulting Party curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, commencing the cure of such breach within such thirty (30) day period and thereafter diligently proceeding to cure such breach within ninety (90) days, unless a longer period is granted by the City. A Default under this Agreement shall be a Default under the Development Agreement.

#### 4.2 Remedies for Default; Notice and Procedure.

The remedies for Default under this Agreement shall be limited to those contained in Section 12 of the Development Agreement.

#### 4.3 No Waiver.

Any failures or delays by a Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Party in asserting any of its rights and remedies, irrespective of the length of the delay, shall not deprive the Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, nor constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default.

#### ARTICLE V ESTOPPEL CERTIFICATE

Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party: (a) this Agreement is in full force and effect and is a binding obligation of the Parties; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe the nature of any Defaults. The Party receiving a request under this Article V shall execute and return the certificate within thirty (30) days following receipt of the request. The City Manager shall be authorized to execute any certificate requested by Owner.

#### ARTICLE VI AGREEMENT RUNNING WITH THE LAND

The City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall apply to and bind Owner and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden the Property. Until all or portions of the Property are expressly released from the burdens of this Agreement, each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument. In the event of foreclosure or transfer by deed-in-lieu of all or any portion of the Property, title to all or any portion of the Property shall be taken subject to this Agreement. Owner acknowledges that compliance with this Agreement is a land use requirement and a requirement of the Development Agreement, and that no event of foreclosure or trustee's sale may remove these requirements from the Property. Whenever the term "Owner" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

#### ARTICLE VII NOTICES

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, or by personal delivery, addressed to the appropriate Party as follows:

Owner:

Real Social Good Investments, LLC

621 High Street Palo Alto, CA 94301 Attention: Robert M. Burke

With a copy to:

Greenheart Land Company P.O. Box 7775 #45700

San Francisco, CA 94120-7775

Arent Fox LLP

55 2nd Street, 21st Floor San Francisco, CA 94105 Attention: Steve Atkinson

City:

City of Menlo Park 701 Laurel Street

Menlo Park, California 94025-3483

Attention: City Manager

With a copy to:

City of Menlo Park

701 Laurel Street Menlo Park, California 94025-3483 Attention: City Attorney

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

#### ARTICLE VIII MISCELLANEOUS

#### 8.1 Partial Invalidity.

If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

#### 8.2 Applicable Law/Venue.

This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

# 8.3 Further Assurances.

Each Party covenants, on behalf of itself and its successors, heirs, and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

#### 8.4 Nondiscrimination.

Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the use of the Dog Park in furtherance of this Agreement. The foregoing covenant shall run with the land.

#### 8.5 Headings.

Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

#### 8.6 Agreement is Entire Understanding.

This Agreement is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

#### 8.7 Interpretation.

Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

#### 8.8 Intended Beneficiaries.

The City is the intended beneficiary of this Agreement, and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement in order to qualify the Project for the Public Benefit Bonus, and to implement the provisions of the Development Agreement. No other person or persons, other than the City and the Owner and their assigns and successors, shall have any right of action hereon.

## 8.9 <u>Recordation of Termination</u>.

Upon termination of this Agreement, a written statement acknowledging such termination shall be executed by Owner and City and shall be recorded by City in the Official Records of San Mateo County, California.

#### 8.10 Signature Pages; Execution in Counterparts.

For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY:	OWNER:
CITY OF MENLO PARK, a municipal corporation	REAL SOCIAL GOOD INVESTMENTS, LLC
By: Alex D. McIntyre, City Manager	By:  Name:  Its:
Dated:	Dated:
ATTEST:	
By:, City Clerk	
Dated:	
APPROVED AS TO FORM:	
By: City Attorney	
Dated:	

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA	)	
	)	
COUNTY OF	)	
On	, before me, _	, Notary
Public, personally appeared		, who proved to me on the
basis of satisfactory evidence to be the personand acknowledged to me that he/she/they exthat by his/her/their signature(s) on the instrument.	on(s) whose name(s) recuted the same in	is/are subscribed to the within instrument his/her/their authorized capacity(ies), and
I certify UNDER PENALT the foregoing paragraph is true and correct.	Y OF PERJURY un	der the laws of the State of California tha
WITNESS my hand and off	icial seal.	
	Name:	
	Notary Pub	lic

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

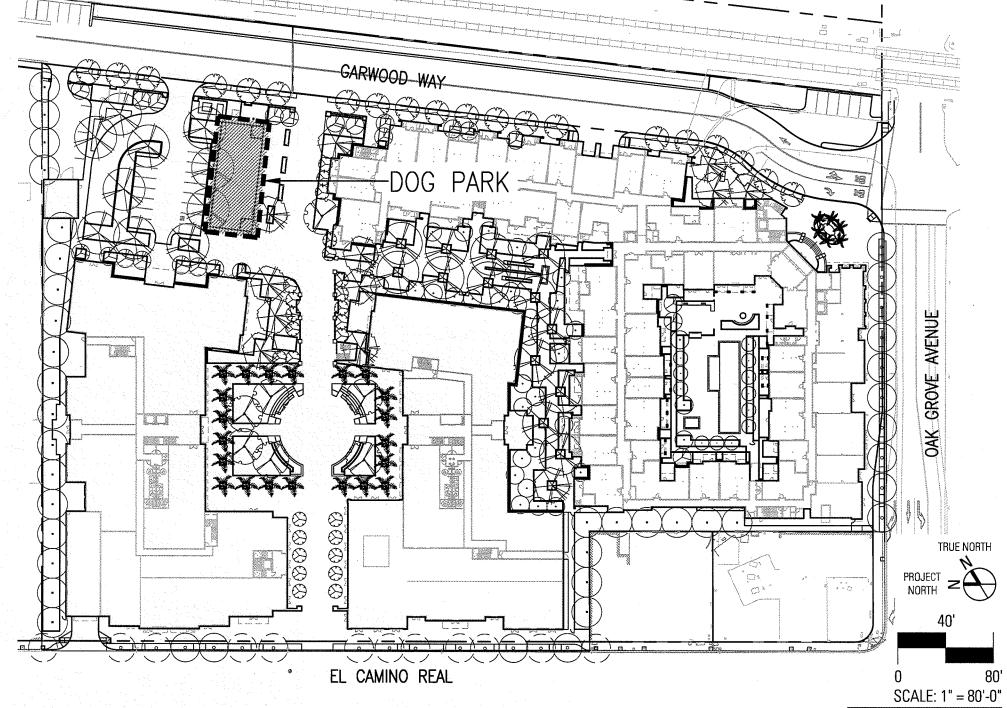
STATE OF CALIFORNIA	)		
COUNTY OF	)		
On .	hefore me		, Notary
OnPublic, personally appeared			
basis of satisfactory evidence to be the person and acknowledged to me that he/she/they ext that by his/her/their signature(s) on the instrument.  I certify UNDER PENALTY the foregoing paragraph is true and correct.	n(s) whose name(s) ecuted the same in rument the person(	) is/are subscribed to the w his/her/their authorized ca s), or the entity upon beha	vithin instrument apacity(ies), and alf of which the
WITNESS my hand and office	cial seal.		
	Name:		
	Notary Pub	olic	

# **EXHIBIT A**

# LEGAL DESCRIPTION OF THE PROPERTY

# EXHIBIT B

# SITE PLAN OF PROJECT SHOWING DOG PARK



1300 EL CAMINO REAL

DOG PARK



# EXHIBIT D

# **INCUBATOR MARKETING PLAN**

# Station 1300 Incubator/Co-working Office Strategic Marketing Plan

## Goal:

Attract early stage companies into Station 1300 to help these companies grow within Menlo Park.

## **Development Attributes:**

Station 1300 development incorporates a complete Live/Work/Play environment by combing state of the art flexible office environment with on-site apartments and retail space for restaurants and other necessary uses. Station 1300 will create a true 24/7 work environment that appeals to small growth companies.

**Offices**—The two approximately 100,000 SF office buildings have the flexibility to have tenants ranging from 3,000 SF to 100,000 SF. The dimensions of building are ideal for an open office format and co-working environment that appeals to small growing companies that need flexibility.

**Outdoor Space**—The ½ acre Plaza between the two buildings creates the perfect environment for an outdoor work environment for companies that prefer to give their employees the ability to work outside in the Menlo Park moderate climate. In addition, there is an amphitheater in the Plaza that is ideal for company meetings, outside speakers as well as company events.

**Location**—With Caltrain about 1,000 feet away, a SamTrans bus stop on the El Camino, a Marguerite – Stanford Shuttle stop, secure bike storage with 8 showers and changing rooms along with Zip Car spaces; Station 1300 is in the ideal location to accommodate company employees who prefer to commute via public transit or by walking/biking.

# **General Marketing Strategy:**

Greenheart will engage a commercial real estate company to market all of the office space. That company will be directed to create a focused marketing program to identify early stage companies as well as incubator type entities. In addition, Greenheart will market directly within its incubator network (e.g. Boot-Up World in Menlo Park located in a Greenheart owned building). The strategy will be comprised of the elements described below.

# Station 1300 Incubator/Co-working Office Strategic Marketing Plan

## Marketing & Awareness Strategy:

**Identify Target Companies**—Create a dynamic database of small growing companies located in the MV to Redwood City area. This would entail the following:

- 1. Track Venture Capital Company Funding—Focus on Angel Investors and early VC interactions by using industry contacts and our Investor contacts
- 2. Contact Small Incubator & Co-working spaces—Contact those who provide incubator/co-working space throughout the Bay Area to make known the expansion potential at Station 1300.
- Stanford University—With the close proximity of Stanford University, Station 1300 would be a logical location to house emerging companies ready to move off campus.

**Create and Implement Social Media Outreach Program**—Social media is important tool used by early growth companies, its founders and employees in their everyday life. Most of these companies use social media for their own marketing of products or services.

**Develop Highly Focused Marketing Materials**—Besides its intrinsic attributes, Station 1300 is proximate to the infrastructure required by startups (e.g., Venture Capital firms, IP attorneys, and engineers). Marketing materials directed at the early stage high growth company sector will be used in both social media (as outlined above) as well as in more traditional marketing methods.

Strategic Marketing to Real Estate Leasing Agents—A vast majority of workspace leases are done by commercial real estate agents. Even in early stage companies, the founder or venture capital company has a relationship with a real estate agent who locates and negotiates the lease for the workspace. These agents are significant source of lease deals, especially in a company's second or third move up work location. Greenheart's agents will market the work space to these agents to be sure they know and understand the features and advantages to locating their early stage high growth client at this location.

# Station 1300 Incubator/Co-working Office Strategic Marketing Plan

## **Action Items:**

Within 3 months after issuance of a building permit for any office building, Greenheart shall provide the following to the City for review and reasonable approval by the Community Development Director and Housing and Economic Development Manager within 30 calendar days after submission:

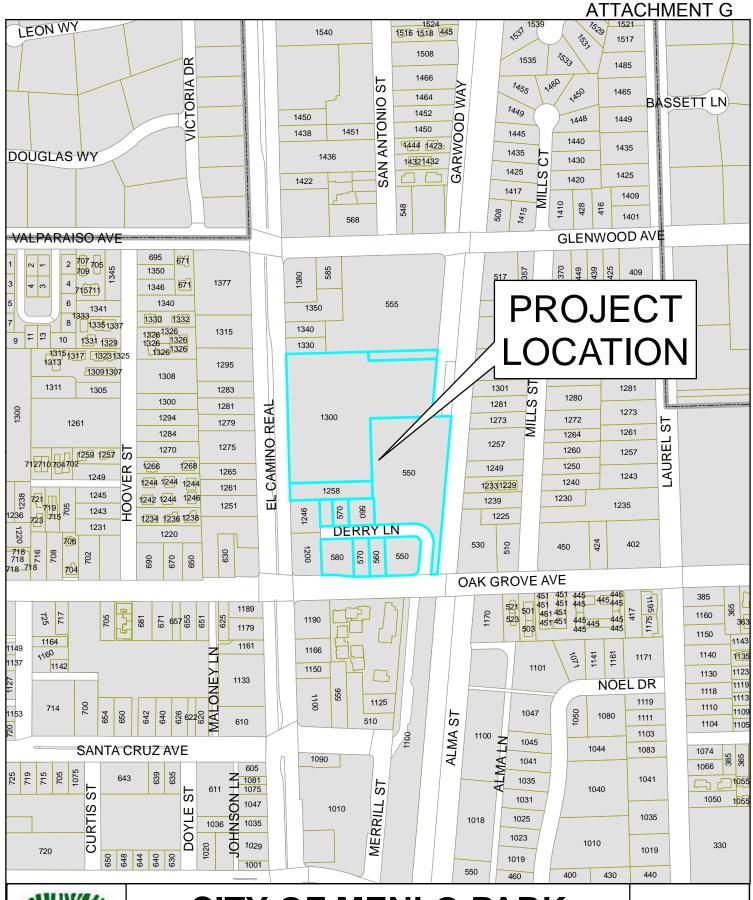
- 1. Confirmation that Greenheart has engaged a commercial real estate company to market the incubator portion of the office space
- 2. Initial Target Companies list
- 3. Social Media Outreach Program
- 4. Highly Focused Marketing Materials

Owner shall provide quarterly reports to the Housing and Economic Development manager regarding current incubator marketing efforts and tenants, unless the office space is ninety-five percent leased one year in the future.

# **EXHIBIT E**

## **BMR HOUSING AGREEMENT**

Note: BMR Agreement included separately as part of Attachment E of the 12/12/2016 Planning Commission staff report. These pages are not duplicated here, but BMR Agreement will be part of signed/recorded DA, if it is adopted by the City Council.





# **CITY OF MENLO PARK**

LOCATION MAP STATION 1300

DRAWN: THR CHECKED: THR DATE: 12/12/16 SCALE: 1" = 300' SHEET: 1





PERSPECTIVE VIEW: RESIDENTIAL ENTRY AT OAK GROVE & GARWOOD



PERSPECTIVE VIEW: PUBLIC PLAZA AT MIXED USE OFFICE AND RETAIL



VICINITY MAP



**ZONING KEY** 



PROJECT TEAM

LANDSCAPE ARCHITECT: JETT LANDSCAPE + DESIGN BRUCE JETT 2 THEATRE SQUARE ORINDA, CA 94563 925.4254.5422

CIVIL ENGINEER: BKF ENGINEERS TOM MORSE

STRUCTURAL ENGINEER: HOHBACH-LEWIN INC KEVIN MORTON 545 SANSOME ST. #850 SAN FRANCISCO, CA 94111

SUSTAINABILITY CONSULTANT INTEGRAL GROUP INC STET SANBORN 427 13TH STREET OAKLAND, CA 94612 510.663.2070

# STATION 1300

DEVELOPMENT PERMIT APPLICATION AT ECR NE-R ZONING DISTRICT

ROLECT DESCRIPTION:
ONE FOUR-STORY MULTI-FAMILY RESIDENTIAL BUILDING AND TWO THREE-STORY OFFICE BUILDINGS, ALL WITH NEIGHBORHOOD SERVING RETAIL.
BUILDINGS SHARE AMENTIE'S, OPEN SPACES, AND ARE LOCATED OVER A TWO-LEVEL SUBTERRANEAN PARKING GARAGE.

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TM-14.1	Time Restriction Plan
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TM-17	Cross Sections
TM-18	Cross Sections
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**STATION 1300** 

1300 EL CAMINO REAL

**Cover Sheet** 

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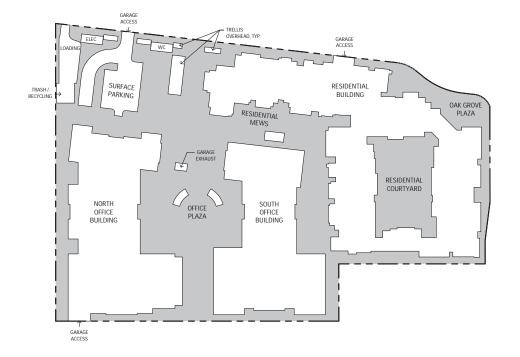
12/1/2016

TAYLOR ENGINEERING LLC

ALAMEDA, CA 94501

STEVEN TAYLOR 1080 MARINA PARKWAY #501

ONE FOUR-STORY MULTI-FAMILY RESIDENTIAL BUILDING AND TWO THREE-STORY OFFICE BUILDINGS, ALL WITH NEIGHBORHOOD SERVING RETAIL. BUILDINGS SHARE AMENITIES, OPEN SPACES, AND ARE LOCATED OVER A TWO-LEVEL SUBTERRANEAN PARKING GARAGE.



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Open Space Provided	85%	125,449
Rubbing Coverage	58%	150,026

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**STATION 1300** 

1300 EL CAMINO REAL

**Project Data** 

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A0.1

5,100 30,607

### **CODE ANALYSIS**

### USE AND OCCUPANCY

Garage / Podium: 2 levels subteranean parking, acessed via ECR and Garwood Way S-2 North Office Building: 3 stories of office with community serving uses on level 1 at ECR B. M South Office Building: 3 stories of office with community serving uses on level 1 at ECR B,M R-2, M Residential Building: 4 stories of res. with community serving uses on level 1 at Oak Grove

The 2013 California Building Code is the governing code for all buildings listed above.

The Garage, North Office Building, South Office Building and Residential Building are all proposed to be sprinklered with an NFPA 13 automatic sprinkler system.

### CONSTRUCTION TYPE

Allowable building heights and areas limitations per occupancy and construction type per CBC Table 503 as follows:

S-2 occupancy / IA construction = Unlimited basic allowable height; Unlimited basic allowable area Garage / Podium: B occupancy / IIIB construction = 55 feet and 3 stories, 19,000 sf per story; 57,000 sf per building North Office: South Office: B occupancy / IIIB construction = 55 feet and 3 stories, 19,000 sf per story; 57,000 sf per building R-2 occupancy / VA construction = 50 feet and 3 stories, 12,000 sf per story; 36,000 sf per building Residential:

### ACTUAL HEIGHTS AND AREAS

The North and South Office buildings are three stories in height. The residential building is three stories with a partial fourth story. Areas are measured to the exterior face of framing of exterior walls, including exterior areas within the horizontal projections of floors

	<u>Height</u>	<b>Stories</b>	<u>Area</u>
North Office Building	48'	<u>3</u>	114,292 sf total
Office (B)			109,710 sf
Mercantile (M)			4,582 sf
South Office Building	48'	<u>3</u>	98,277 sf total
Office (B)			91,632 sf
Mercantile (M)			6,645 sf
Residential Building	<u>48'</u>	<u>4</u>	204,134 sf total
Residential (R-2)			98,277 sf
Mercantile (M)			7,434 sf

Note: Where we exceed basic allowable areas in the residential building, we utilize Section 506 Building Area Modifications permitted to be increased due to fontage and automatic sprinkler system protection.

Allowable area = Tabular area + Frontage increase + Sprinkler increase Aa = At + [(At)(If)/100] + [(At)(Is)/100]

 $Aa = 12.000 + (12.000 \times 0) + (12.000 \times 2)$ Aa = 36,000 sf which is > than each story area. Allowable Building Area = 72,000 SF Total Building Area = 21,903 SF which is less than 72,000

### FIRE RESISTANT CONSTRUCTION OF MAJOR BUILDING ELEMENTS

### Office Buildings Type IIIB Construction:

0 Primary Structural Frame Exterior Bearing Wall 2-hr Interior Bearing Wall

Non Bearing Exterior Walls and Partitions B: 1-hr if < 30', 0-hr if > 30'; M: 2-hr if < 5', 1-hr if 5-30'; 0-hr if >

Non Bearing Interior Walls and Partitions Floor Construct. & Assoc. Secondary Members 0 Roof Construct. & Assoc. Secondary Members 0

### Residential Building Type VA Construction:

Primary Structural Frame 1-hr Exterior Bearing Wall 1-hr Interior Bearing Wall

Non Bearing Exterior Walls and Partitions M: 2-hr, 1-hr if 5-30' to PL; R2: 1-hr<30' to PL

Non Bearing Interior Walls and Partitions Λ Floor Construct. & Assoc. Secondary Members 1-hr Roof Construct. & Assoc. Secondary Members 1-hr

### Garage/Podium Type IA Construction:

Primary Structural Frame 3-hr Exterior Bearing Wall 3-hr

Interior Bearing Wall 3-hr (2-hr where supporting roof only)

Non Bearing Exterior Walls and Partitions n/a Non Bearing Interior Walls and Partitions 0 Floor Construct. & Assoc. Secondary Members 2-hr Roof Construct. & Assoc. Secondary Members 1 1/2-hr

### FIRE RESISTANCE RATING OF FIRE PARTITIONS

In the residential building, we use 3 fire partitions in order for the building to meet basic allowable heights and areas. Each compartment of the building will act/function as a separate building. In the case of a fire, the Fire Partitions between building compartments will be rated 2-hour. Each building compartment will have no less than two exits, including a horizontal exit.

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Code Analysis



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<sup>\*</sup>Fire sprinklers are provided to allow story increase modification per CBC Section 504.2.



Artist rendering not exact representation of architecture, provided to show look and feel of the project.

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Perspective Rendering - ECR Office View

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Perspective Rendering - Office Plaza View

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Artist rendering not exact representation of architecture, provided to show look and feel of the project.

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Perspective Rendering - Residential Entry Oak Grove

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RESIDENTIAL BUILDING AT GARWOOD



RESIDENTIAL BUILDING AT OAK GROVE



NORTH & SOUTH OFFICE BUILDINGS AT ECR

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Artist rendering not exact representation of architecture, provided to show look and feel of the project.

Exterior Renderings at Public R.O.W.

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Site Plan - 1300 El Camino Real

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Address Plan - Station 1300

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**STATION 1300** 

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Parking Floor Plan - Level B1

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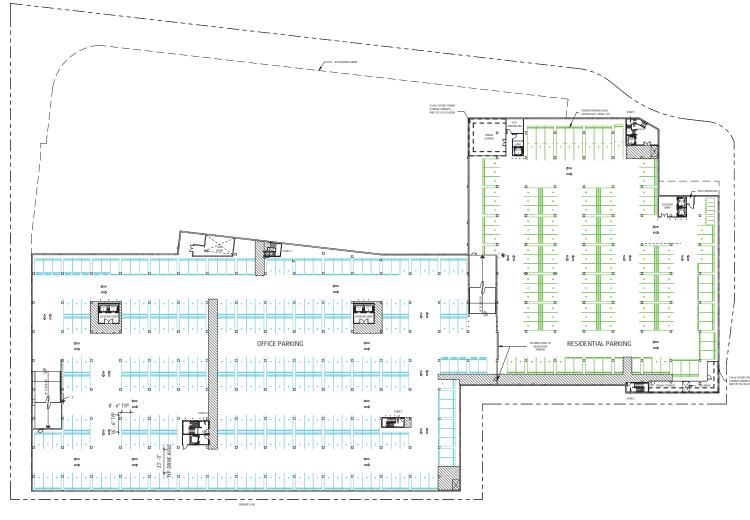
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**STATION 1300** 

1300 EL CAMINO REAL

Parking Floor Plan - Level B2

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Office Floor Plan - Level 2

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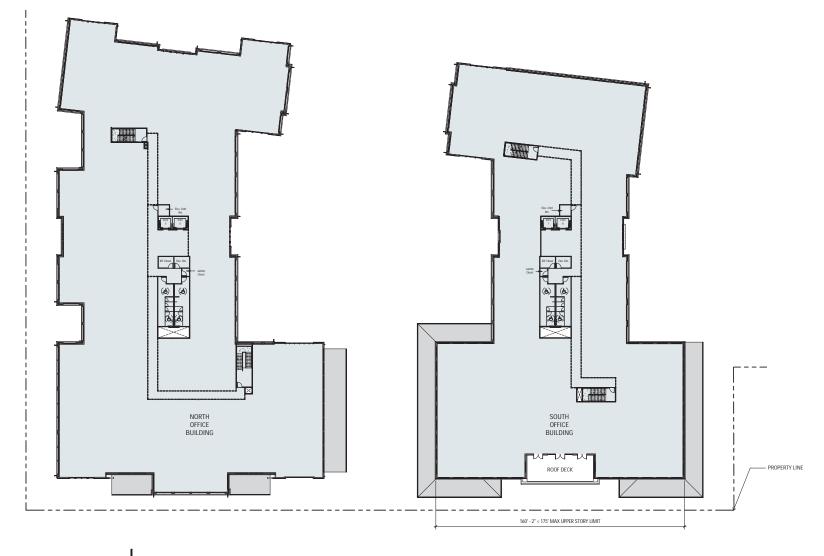
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Office Floor Plan - Level 3

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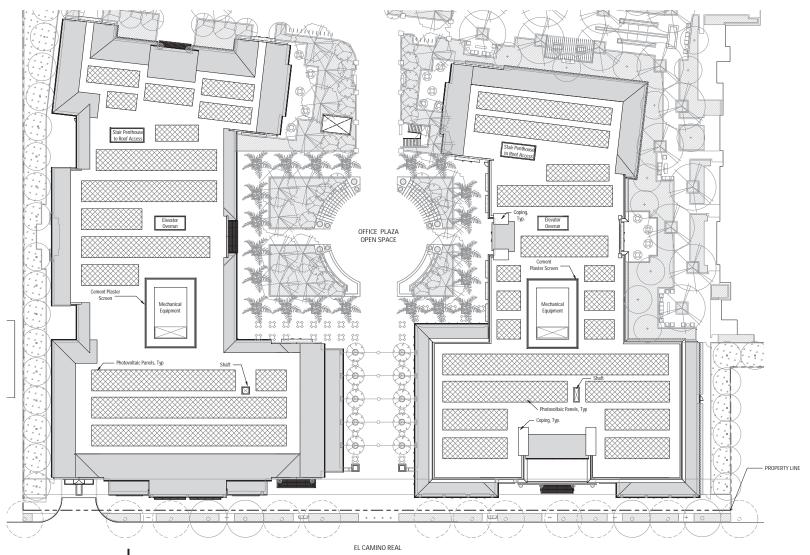
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1300 EL CAMINO REAL

Office Floor Plan - Roof Plan

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060 11/10/2016 0 20 60 SCALE: 1'= 20'-0'





A2.C04





1300 EL CAMINO REAL

Residential Floor Plan - Level 1

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Residential Floor Plan - Level 2

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1300 EL CAMINO REAL

Residential Floor Plan - Level 3

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1300 EL CAMINO REAL

Residential Floor Plan - Level 4

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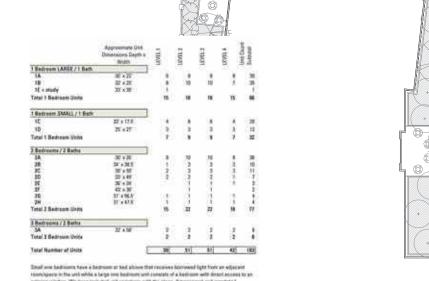
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12060 11/10/2016









LEVEL 3 ROOF BELOW ndensing Units 5'0" Above T.O. Plate, Typ. LEVEL 3 ROOF BELOW

**STATION 1300** 

1300 EL CAMINO REAL

Residential Floor Plan - Roof Level

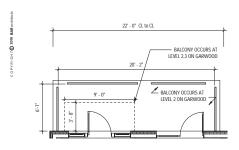
**BAR** architects

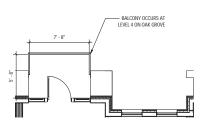
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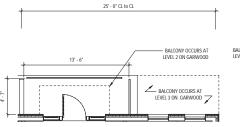
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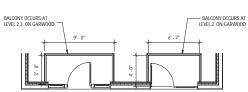




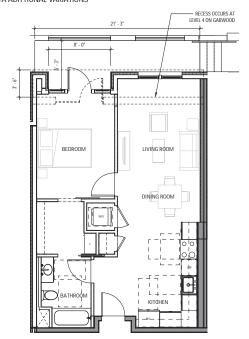








### 1A ADITTIONAL VARIATIONS



1B ADITTIONAL VARIATIONS



1A LARGE 630 SF GROSS 1 BEDROOM, 1 BATHROOM 30 INSTANCES

Station 1300

1300 El Camino Real

1B LARGE 745 SF GROSS 1 BEDROOM, 1 BATHROOM 35 INSTANCES

Enlarged Unit Plans - 1 Bedroom Large, Typical

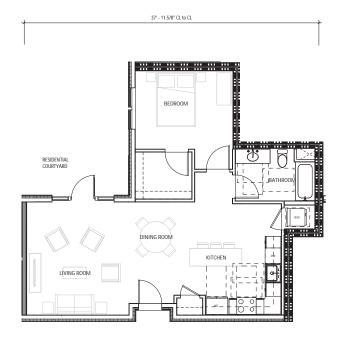
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1E LARGE 832 SF GROSS 1 BEDROOM, 1 BATHROOM 1 INSTANCES

Station 1300

1300 El Camino Real

Enlarged Unit Plans - 1 Bedroom Large, Typical

**BAR** architects

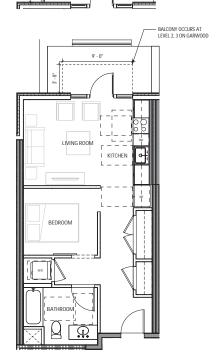
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1C ADITTIONAL VARIATIONS



17' - 6" CL to CL

BALCONY OCCURS AT LEVEL 2 ONLY

BALCONY OCCURS AT LEVEL 2, 4

RESIDENTIAL COURTYARD

TO KITCHEN

BEDROOM

BEDROOM

1C SMALL 555 SF GROSS 1 BEDROOM, 1 BATHROOM 20 INSTANCES

Station 1300

1300 El Camino Real

1D SMALL 520 SF GROSS 1 BEDROOM, 1 BATHROOM 12 INSTANCES

Enlarged Unit Plans - 1 Bedroom Small, Typical

BARarchitects

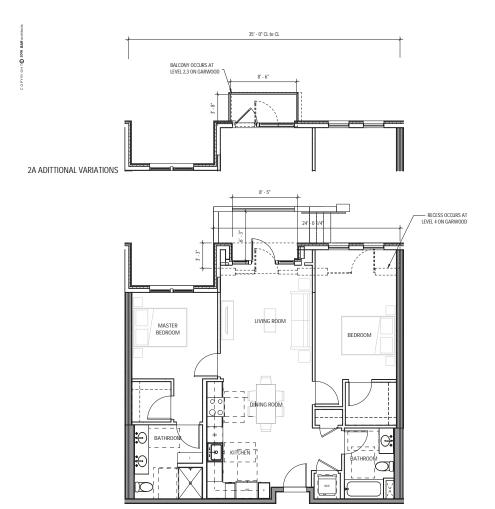
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BALCONY OCCURS AT
LEVELS 2.3 ON OAK GROVE

23 - 11\*

BALCONY OCCURS AT
LEVELS 2.0 NOAK GROVE

BEDROOM

BEDROOM

BEDROOM

BEDROOM

BEDROOM

BEDROOM

BETHROOM

BATHROOM

2A VARIATION

987 SF GROSS 2 BEDROOM, 2 BATHROOM 36 INSTANCES

Station 1300

1300 El Camino Real

Enlarged Unit Plans - 2 Bedroom, Typical

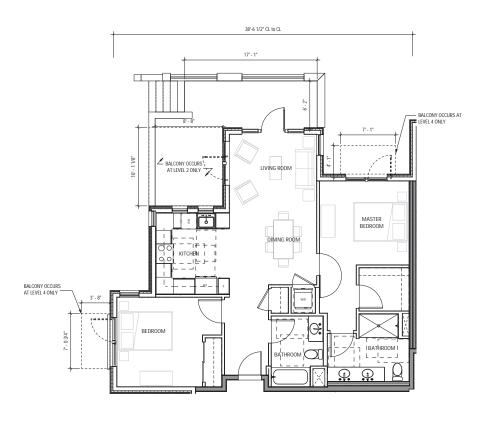
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BALCONY OULBS AT LEVEL 2.3.4

BALCONY OULBS AT LEVEL 2.3.4

TO 21/4

JULIT BALCONY OULBS AT LEVEL 2.3.4

986 SF GROSS 2 BEDROOM, 2 BATHROOM 10 INSTANCES

Station 1300

1300 El Camino Real

1,110 SF GROSS 2 BEDROOM, 2 BATHROOM 11 INSTANCES

Enlarged Unit Plans - 2 Bedroom, Typical

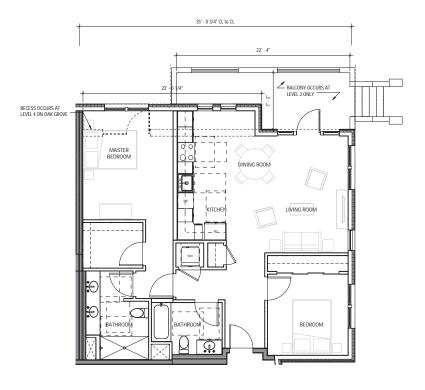
BARarchitects

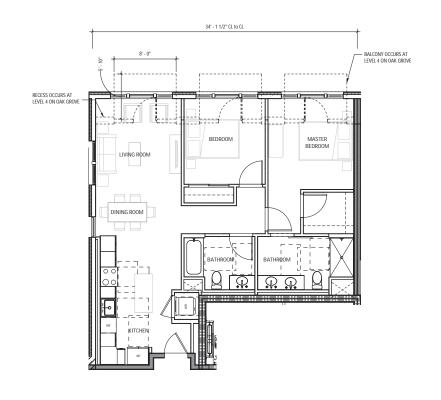
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1,095 SF GROSS 2 BEDROOM, 2 BATHROOM 7 INSTANCES

Station 1300

1300 El Camino Real

2E 1,016 SF GROSS 2 BEDROOM, 2 BATHROOM 3 INSTANCES

Enlarged Unit Plans - 2 Bedroom, Typical

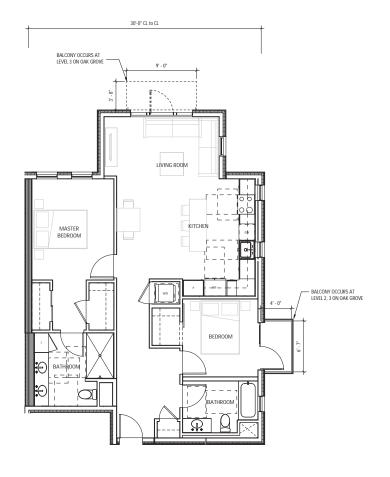
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S6'-4 1/2' Ct to Ct.

BATHROOM

BEDROOM

BEDROOM

BEDROOM

BEDROOM

BEDROOM

BEDROOM

BEDROOM

BEDROOM

BEDROOM

BATHROOM

BAT

1,095 SF GROSS 2 BEDROOM, 2 BATHROOM 2 INSTANCES

Station 1300

1300 El Camino Real

2G 1,285 SF GROSS 2 BEDROOM, 2 BATHROOM 4 INSTANCES

Enlarged Unit Plans - 2 Bedroom, Typical

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2H 1,085 SF GROSS 2 BEDROOM, 2 BATHROOM 4 INSTANCES

Station 1300

1300 El Camino Real

Enlarged Unit Plans - 2 Bedroom, Typical

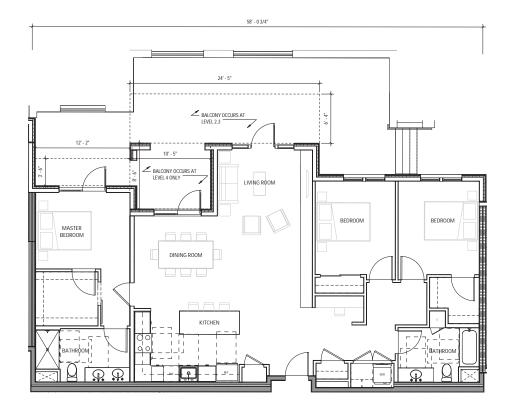
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3A 1,555 SF GROSS 3 BEDROOM, 2 BATHROOM 8 INSTANCES

Station 1300

1300 El Camino Real

Enlarged Unit Plans - 3 Bedroom, Typical

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	MUNICIPAG	PROGRAM	AREA INCLUDED	AREA EXICUDED	NOTES
		das	ement 2		
	Garage	Tenant Storage	1	2,130	16.54.325 ( C) (1) 3%
	Gäräge	Central Plant, Fan Room		875	16 D4 325 ( C) (2) 1%
	Garage	Parking Related Circulation		153,749	16.04.325 ( C) (3)
	11.77	The state of the s		156,754	Total GSF Level 82
		San	ement I	- COLORAD	
	North Office	IDF, MPOE, Electrical Room		4,238	36.04.323 ( C) (1) 3%
	North Office	Central Plant, Fan Room		2,458	16.54.325 ( C) (2) 1%
	South Office	Parking Related Circulation	-	221,413	16-04-325 ( C) (3)
	Residential	Shafts	1	702	16.04.325 ( < ) (5)
	Residential	Trash/Recycle		1,120	15:04:325 ( C) (6)
		5100042094P44C		229,961	Total GSF Level 01
177	The section of the section of		evel 1		
A.	North Office	Community Serving Uses	5,802		
18-	North Office	Commercial / Office	26,048		
1.1	North Office	Flexible Space	6,200		
C	South Office	Community Serving Uses	5,415		
D	South Office	Commercial / Office	23,451		
0.1	South Office	Flexible Space	4,237		
ŧ	Residential.	Community Serving Uses	7,383		
	Residential	Private Open Space	1000	5,653	15:04:325 ( C) (4)
	Residential	Residential Units	47,141	44400	
	Residential	Shafts (in unit)	CONTO	250	16.64.325 ( C) (5)
	Project	IDF, MPOE, Electrical Room		835	16:04:325 ( C) (3) 3%
	Project.	Shafts	1	550	16:04:325 ( C) (5)
	Project	Truth / Recycle		1.034	16.04.325 ( 4) (6)
	She	Parking Related Circulation		4,990	16:04:325 ( C) (3)
G.	Site	Public Bathroom	161	4,390	Teche are Letted
W.	Site	Electrical Room / Generators	364		
**	3986	Electrical Room / Generators	2000		Total Cvl 1 Office
			59,936		
			47,141		Total LVI 1 Hirsidantia
			18,600		Total Lvl 1 CSU
			527		Total Lvi 1 Site
_			126,204	13,192	Total GSF Level 1
	North Office	Commercial / Office	rwri 2 39,436		
¥ .	South Office	Commercial / Office	33,784		
	Residential	Private Open Space	JALVAN	1,696	
	Residential	Residential Linits	54,048	- ANOTH	
70	Residential	shafts (in unit)	34,048	500	16.04.325 ( C) (S):
	Project.	IDF, MPOE, Electrical Room		549	16:04:325 ( C) (3) 3%
		IDF, MPOE, Electrical Foom: Shafts	1		
	Project	The state of the s		671	16.04.325 ( C) (5)
	Project	Trash / Recycle	10000	226	16:04:325 ( C) (6)
			73,220		Total Lvl 2 Office
			54,048	7	Total tvl Z Residentia
			177,268	2,642	Total GSF Level 2

	BUILDING	PROGRAM	AREA INCLUDED	AREA EXECUDED	NOTES
		1	eve()		
No.	North Office	Commercial / Office	37,932		
M	South Office	Commercial / Office	30,060		
	Retidential	Private Open Space		163	
N:	Residential	Residential Units	53,888		
	Residential	shafts (in unit)		/500	16,04,325 ( C) (5):
	Project:	104, MPOE, Electrical Room		345	16.64.325 (C)(1) 3%
	Project -	Shafts		675	16.04.325 ( C) (5)
	Project	Trash / Recycle	2000	234	16:04:325 ( C) (6)
			67,992		Total Lvl 3 Office
			53,888		Yotal Lvl 3 Residential
			121,880	1,107	Total GSF Level 3
		1	evel 4		
0	North Office	Commercial / Office	0.2		
p.	South Office	Commercial / Office	62		
	Residential	Private Open Space	-	373	
a:	Residential	Residential Units	:45,770	ATREA	
	Residential	shafts (in unit)		400	16.04.325 ( C) (5)
	Project	IDF, MPDF, Electrical Room		220	16.04.325 ( C) (1) 3%
	Protect	Shufts		220	16.04,325 (43.65)
	Project	Trash / Recycle		224	16.04.375 ( C) (6)
	700000000000000000000000000000000000000	PARTY STATE SOURCE	124		Total Lvl 4 Office
			43,770		Total Lvl 4 Residential
			43,894	637	Total GSF Level 4
		1	evel 5		
11	Residential	Residential Units	184		
			184		Total Lvi 5 Residential
			154		Total GSF Level S
			GFA		ARTHUR EXCHANGE CONTRACTOR
		Max. Allowed 420,404	410,430		Gress SF Total
		Max. Allowed 210,202	201,272		Office GFA
			48%		% Office GFA
			199.031		Residential GFA
			18,600		CSU GFA
		Mas. Allowed 4,204	(890000	3,163	16.04.325 (12) (2) 1%
		Max. Allowed 12:512		6.191	16.04.325 ( C) (1) 3%
				50.0	Reserved for future
		Remanining 3% Exclusion		6,392	Tenant Storage
		Ор	еп Ѕраси		NAME OF TAXABLE PARTY.
5	Office Plaza, Oak Grove Plaza	Public Open Space	92,922		
T	Residential	Common Open Space	31,235		
1	Residential	Private Open Space	7.885		
u.					
v	Project	Trash / Recycle	1.034		16.04.325 ( C) (6)

If the 2,500SF of Retail Office is used s Office, then proposed Office 2,500SF 201,272SF = 203,772SF still below the

\*IDF, MPOE, Electrical Rooms are part of the 3% exception per 16.04.325 (C) and specifically have no windows or skylights and unconditioned air.

\*Remaining 3% exclussion reserved for future tenant storage 12,583SF - 8,521SF = 4,062SF

#### **STATION 1300**

1300 EL CAMINO REAL

Area Chart

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A3.00



**STATION 1300** 

1300 EL CAMINO REAL

Level 1 Area Diagram

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A3.01

#### Areas

Covered Porch/Balcony

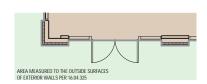
IDF, Electrical Room

Office Residential

Shaft

Trash/Recycle

Residential - Private Open Space



NOTES:

1. ALL INECHANICAL AREA DEEMPT PER (ie. shafts) SEC. 16.04.325 (i) (1) and (2). 
SEE ADO FOR MORE INFORMATION. "IDF. MPOCE, ELECTRICAL ROOMS ARE PART OF THIS 
EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND UNCONDITIONED AIR. 
2. CIRCULATION 10 CRARGE EXEMPT PER SEC. 16.04.25 (c)(3). 
3. TRASH AND RECYCLINE, DEEMPT PER SEC. 16.04.325 (c)(3). 
3. TRASH AND RECYCLINE, DEEMPT PER SEC. 16.04.325 (c)(3). 
4. DEMPT PARES, ROLLIED LINCOVERDED PIORICHS AND OULLE BALCONIES PER SEC. 16.04.325 (c)(1). 
OUR COVERD CONCINES WITH COLUMN SES. SEC. 18.02.25 (c)(4). 
5. REMAINING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE 
12.583SF - 8.521SF - 4.042SF.

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Level 2 Area Diagram



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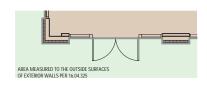






A3.02

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NOTES.

1. ALL MCCHANUCAL AREA EXEMPT PER (is: -sharts) SEC. 16.04.25 (C) (1) and (2). SEE AND FOR MORE INFORMATION. "10F", MPDE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALT HAVE NO WINDOWS OR SYNLIGHTS AND UNCONDITIONED AIR. 2. CIRCULATION TO GRARGE EXEMPT FER SEC. 16.04.25 (C)(S) 2. CIRCUPATION TO GENERALE EXEMPT PER SEC. 10.04.325 (C)(6)
4. EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (C)(1): OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN (Q()) PEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE FIRST WIDE FIRST CIRCULATION WITH COLUMNS LESS THAN 12" WIDE FIRST SEC. 16.04:325 (C)(4)
5. REMAINING 3% EXCLUSSION RESERVED FOR FUTURE TENANT STORAGE
12,583SF - 8,521SF = 4,062SF

## **STATION 1300**

1300 EL CAMINO REAL

### Level 3 Area Diagram

NOTES:

1. ALL MECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (C) (1) and (2). SEE A0.0 FOR MORE INFORMATION.
2. CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3) Z. CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.326 (U);9.

S. EKEMPT PER SEC. 16.04.325 (U);9.

4. EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.04.325 (U);1). OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE FAR SEC. 16.04.325 (U);1.



М





A3.03

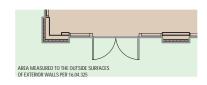
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NOTES

1. ALL IM. ECHANICAL AREA EXEMPT PER (ile. shafts) SEC. 16.04.325 (Q) (1) and (2). SEE ALO FOR MORE INFORMATION. "IDF., MPDC, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SYCURGHTS AND UNCONDITIONED AIR. 2. CRICILLATION TO GRAAGE EXEMPT PER SC. 16.04.25 (Q).

3. TRASH AND SECVILING, DEAPH PER SC. 16.04.25 (Q).

4. TRASH AND SECVILING, DEAPH PER SC. 16.04.25 (Q).

4. TRASH AND SECVILING, DEAPH PER SC. 16.04.25 (Q).

5. TRASH AND SECVILING, DEAPH PER SC. 16.04.25 (Q).

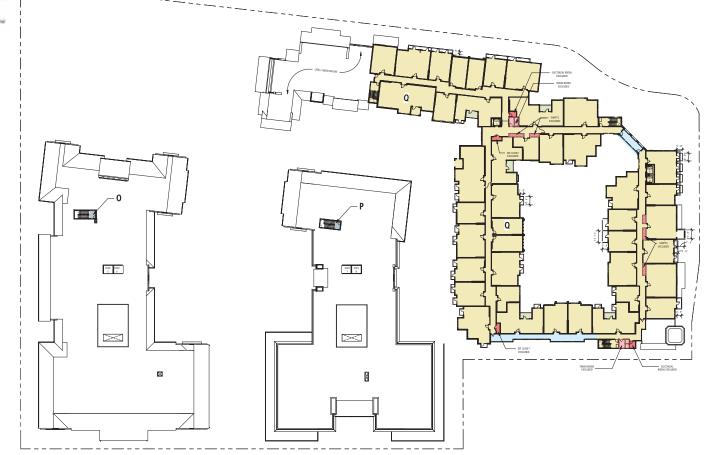
5. TRASH AND SECVILING, DEAPH PER SC. 16.04.25 (Q).

5. TRASH AND SECVILING, DEAPH PER SC. 16.04.25 (Q).

5. TRASH AND SECVILING, DEAPH PER SC. 16.04.25 (Q).

5. TRASH AND SECVILING, DEAPH PER SC. 16.04.25 (Q).

5. TRASH AND SECVILING, DEAPH PER SC. 16.04.25 (Q). 3. IMSAH ANU RELYCLUNG, JEELMIN PER SEC. 10.0H.2/5 (UJ0)
4. EKEMPET AREA SINCLIDE LINCOVERED PORCHES AND JULIET BALCONIES PER SEC. 16.0H.325 (D)T). OPEN, COVERED PERCHES WITH COLUMNS LESS THAN 12" WIDE RAND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE RES SEC. 16.0H.325 (D)T.5 S. EMMANING 3% EXCLUSION RESERVED FOR FUTURE TENANT STORAGE
12.58357 - 8.02757 - 4.06257



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Level 4 Area Diagram

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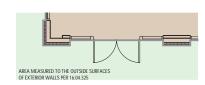




A3.04

**Area Calculations** 

Sangle S Sections Total USF Level 3



NOTES:

1. ALL INECHANICAL AREA EXEMPT PER (ie. shafts) SEC. 16.04.325 (c) (1) and (2). 
SEE ADO FOR MORE INFORMATION. "IDF. MPOC, ELECTRICAL ROOMS ARE PART OF THIS 
EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND UNCONDITIONED AIR. 
2. CIRCLIALTION 10 CRARGE EXEMPT PER SEC. 16.04.25 (c)(3). 
3. TRASH AND RECYCLINE, DELMPT PER SEC. 16.04.325 (c)(3). 
4. EXCHIPT PARES, ROLLIDE UNCONSEPPE FORCES AND ULLER BALCONIES PER SEC. 16.04.325 (c)(7). 
ORDER COMPARISONES WINDOWS ON THE SEC. 16.04.25 (c)(7). 
SECRETARION, SEC. DELICATION OF THE SEC. 16.04.325 (c)(7). 

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**STATION 1300** 

1300 EL CAMINO REAL

DC

Level 5 Area Diagram

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A3.05

Areas

Parking Related Circulation

Shaft

Trash/Recycle

Mechanical

NOTES:

1. ALL MECHANICAL AREA EXEMPT PER (ie. shafs) SEC. 16.04.325 (C) (1) and (2).

SEE ADD FOR MORE INFORMATION. "IDF, MPOE, ELECTRICAL ROOMS ARE PART OF THIS EXCEPTION AND SPECIFICALLY HAVE NO WINDOWS OR SKYLIGHTS AND CONDITION AIR. 2. CIRCULATION TO GARAGE EXEMPT PER SEC. 16.04.325 (C)(3)
3. TRASH AND RECYCLING, EXEMPT PER SEC. 16.04.325 (C)(6)
4. EXEMPT AREAS INCLUDE UNCOVERED PORCHES AND JULIET BALCONIES PER SEC.

16.04.325 (C)(1): OPEN, COVERED PORCHES WITH COLUMNS LESS THAN 12" WIDE AND OPEN CIRCULATION WITH COLUMNS LESS THAN 12" WIDE PER SEC. 16.04.325 (C)(4) 5. REMAINING 3% EXCLUSSION RESERVED FOR FUTURE TENANT STORAGE 12,583SF - 8,521SF = 4,062SF

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Parking Level B1 Area Diagram

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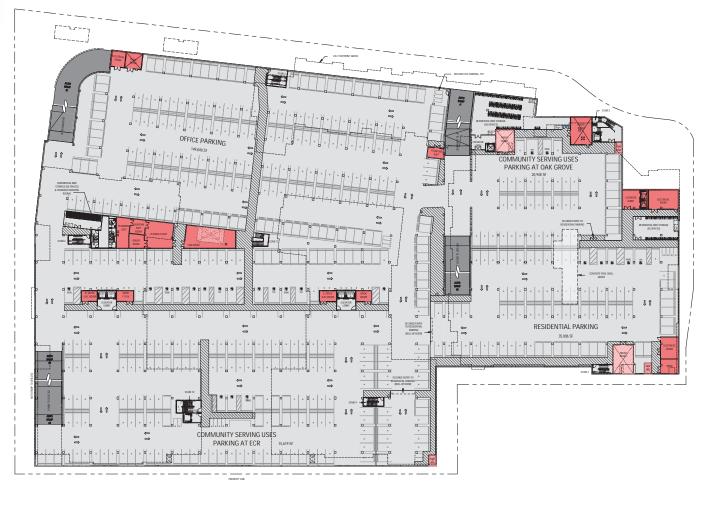






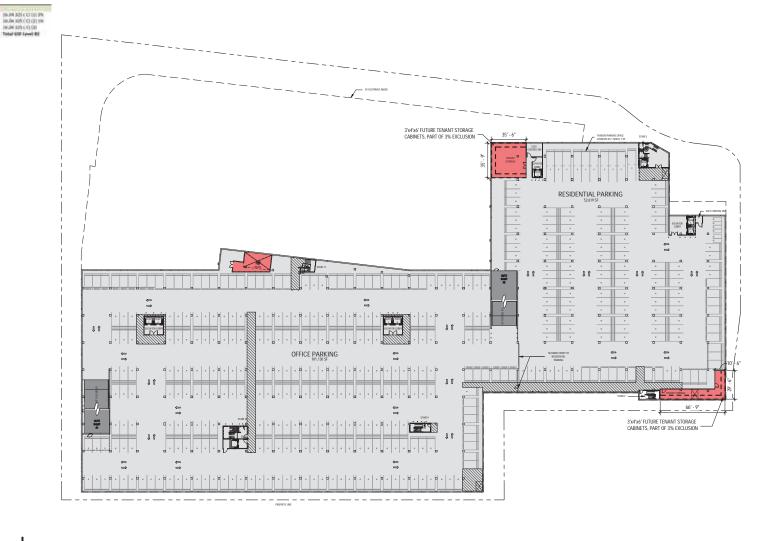
A3.B1

H37





18.29.325 CE2123 Total GIF Speed RE



**STATION 1300** 

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Parking Level B2 Area Diagram

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Area Calculations

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A3.B2

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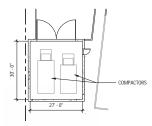
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1300 EL CAMINO REAL

## Specific Plan Standards Compliance Diagram - ECR







Trash / Recycling Enclosure - Plan



Trash / Recycling Enclosure - East Elevation



Trash / Recycling Enclosure N Elevation





North Office - R. Side Plaza South Elevation



MAX PENTHOUSE / ROOFTOP ELEMENTS MAX ALLOWABLE PROJECTIONS 52' - 0' MECHANICAL SCREEN BEYOND OFFICE N T.O. STEEL 112' - 9" OFFICE N LEVEL 3 OFFICE N LEVEL 2 OFFICE N LEVEL 1 North Office - Front West Elevation

North Office - Rear East Elevation

**STATION 1300** 

1300 EL CAMINO REAL

Exterior Elevations - North Office Building

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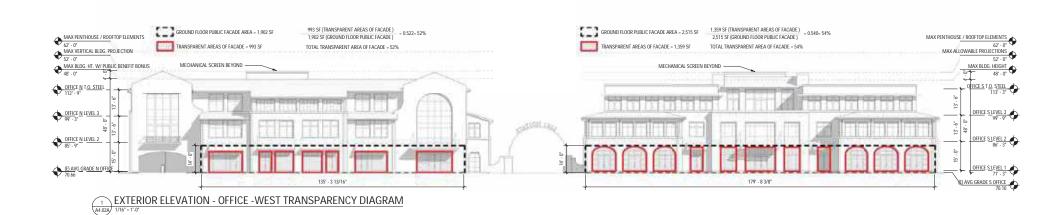
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PARTIAL FLOOR PLAN - OFFICE LEVEL 1 @ ECR GROUND FLOOR



**STATION 1300** 

1300 EL CAMINO REAL

Commercial Frontage and Ground Floor Transparency

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A4.02A

PARTIAL FLOOR PLAN - RESIDENTIAL LEVEL 1 @ OAK GROVE GROUND FLOOR



**STATION 1300** 

1300 EL CAMINO REAL

Commercial Frontage and Ground Floor Transparency

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A4.02B

- 2. TILE ROOF SLOPES @ 5:12 U.O.N.
- 3. PER THE MP ECR & DOWNTOWN SPECIFIC PLAN, VERTICAL PROJECTIONS (IE. PARAPETS & BALCONY RAILINGS) MAY EXTEND 4'-
- 0" BEYOND THE MAX. BUILDING HEIGHT.
- 3. SEE SHEET A8.33 FOR TYPICAL OPENING DETAILS



South Office - R. Side South Elevation



MECHANICAL SCREEN BEYOND

159' - 8" < 175' MAX TIPPER STORY LIMIT

South Office - L. Side Plaza North Elevation



South Office - Front West Elevation

**STATION 1300** 

1300 EL CAMINO REAL

Exterior Elevations - South Office Building

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A4.03

MAX PENTHOUSE / ROOFTOP ELEMENTS

52" - 0" MAX. BLDG. HEIGHT

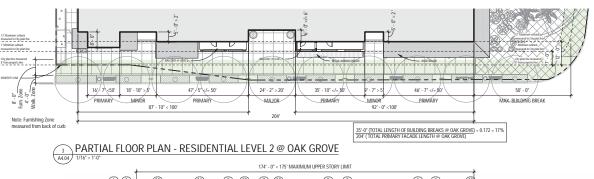
48" - 0"

FICE S T.O. STEEL 113' - 3"

OFFICE S LEVEL 3

OFFICE S LEVEL 2 86' - 3"

(E) AVG GRADE S OFFICE 70.10



TITE - OF STORY LIMIT

MAX PENTHOUSE / ROOFTOP ELEMENTS

MAX ALLOWABLE PROJECTIONS

SS - O

MAX ROOF HEIGHT

MAX ROOF HEIGHT

MAX ROOF HEIGHT

MAX BEST VI. 2 - OAK GROVE

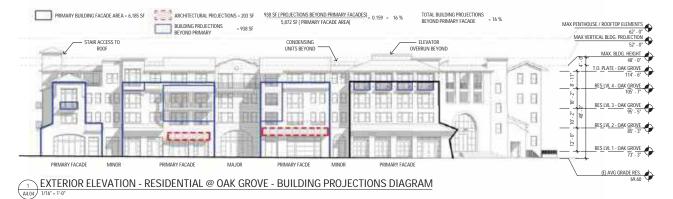
TO BEST VI. 3 - OAK GROVE

TO BEST VI. 4 - OAK GROVE

TO BEST VI. 5 - OAK GROVE

TO BEST VI.

# EXTERIOR ELEVATION - RESIDENTIAL @ OAK GROVE



**STATION 1300** 

1300 EL CAMINO REAL Specific Plan Standards Compliance Diagram - Oak Grove

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Color and Materials Key

Integral Color: Sandstone

Integral Color: Suffolk

NVCS 70W, Gray

color TBD

1. Cement Plaster, Santa Barbara Mission Finish,

2. Cement Plaster, Santa Barbara Mission Finish,

Metal and Glass Canopy, Gun Metal Gray
 Fabric (Canvas) Awning, color TBD
 Thin Set Stone Tile Facade

15. Painted GFRC to match adjacent Cement Plaster

11. Metal Sign and Structure, Bronze 12. Metal Guardrail and Railing, painted

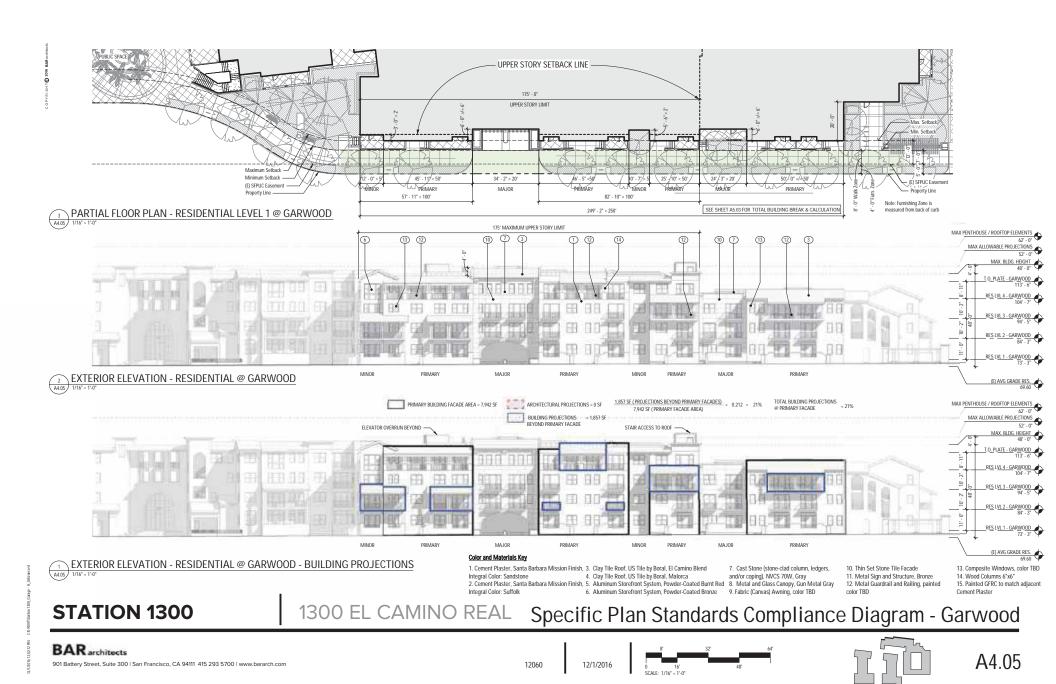
13. Composite Windows, color TBD

14. Wood Columns 6"x6"

Clay Tile Roof, US Tile by Boral, El Camino Blend
 Clay Tile Roof, US Tile by Boral, Malorca

Aluminum Storefront System, Powder-Coated Burnt Red

Aluminum Storefront System, Powder-Coated Bronze
 Cast Stone (stone-clad column, ledgers, and/or coping),



1. WINDOW SILL HEIGHTS @ 3'-0" ABOVE FINISH FLOOR U.O.N. (NOT INCLUDING FULL-HEIGHT WINDOW WALL SYSTEMS) 2. TILE ROOF SLOPES @ 5:12 U.O.N. 3. PER THE MP ECR & DOWNTOWN SPECIFIC PLAN, VERTICAL PROJECTIONS (IE. PARAPETS & BALCONY RAILINGS) MAY EXTEND 4'-0" BEYOND THE MAX. BUILDING HEIGHT. 3. SEE SHEET A8.33 FOR TYPICAL OPENING DETAILS 4. ALL RAILING HEIGHTS = EL. + 42" A.F.F.









**STATION 1300** 

1300 EL CAMINO REAL

Exterior Elevations - Residential at Public R.O.W.s

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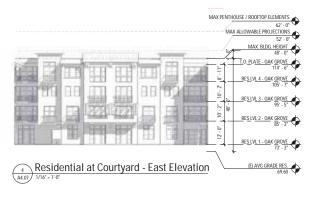
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1. WINDOW SILL HEIGHTS @ 3'-0' ABOVE FINISH FLOOR U.O.N. (NOT INCLUDING FULL-HEIGHT WINDOW WALL SYSTEMS)
2. TILE ROOP SLOPES @ 5:12 U.O.N.
3. PER THE MP ECR & DOWNTOWN SPECIFIC PLAN, VERTICAL PROJECTIONS (IE. PARAPETS & BALCONY RAILINGS) MAY EXTEND 4'-0' BEYOND THE MAX. BUILDING HEIGHT.
3. SEE SHEET A8.33 FOR TYPICAL OPENING DETAILS
4. ALI RAILING HEIGHTS = EL. 42' A.F.F.









**STATION 1300** 

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Exterior Elevations - Residential at Courtyard

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GENERAL ELEVATION NOTES

1. WINDOW SILL HEIGHTS @ 3'-0" ABOVE FINISH FLOOR U.O.N. (NOT INCLUDING FULL-HEIGHT WINDOW WALL SYSTEMS)
2. TILE ROOF SLOPES @ 5.12 U.O.N.
3. PER THE MP ECR & DOWNTOWN SPECIFIC PLAN, VERTICAL PROJECTIONS (IE. PARAPETS & BALCONY RAILINGS) MAY EXTEND 4'-0" BEYOND THE MAX. SULDING HEIGHT.
3. SEE SHEET A8.33 FOR TYPICAL OPENING DETAILS



Residential East Building Exterior Elevation North





Residential at Oak Grove - Rear North Elevation

**STATION 1300** 

1300 EL CAMINO REAL

Exterior Elevations - Residential Rear

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(E) Structure D - Rear Southwest Elevation

(E) Structure D - Front Northeast Elevation



(E) Structures B, C & D - Rear North Elevations

 $\underbrace{ \text{ (E) Struct. B - L. Side West Elevation}}_{\text{ (E) STRUCT. C - R. SIDE EAST ELEVATION SIMILAR} }$ 









 $\underbrace{ \text{(E) Struct. A - R. Side East Elevation}}_{\text{(A 10)} \ 1/6'' - 1'\cdot 0'} \underbrace{ \underbrace{ \text{(E) Struct. A - R. Side East Elevation}}_{\text{(E) STRUCT. A - L SIDE WEST ELEVATION SIMILAR}}$ 



(E) Struct. A - Front South Elevation

**STATION 1300** 

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Existing Exterior Building Elevations (Oak Grove Ave.)

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(E) Struct. F - Front South Elevation



(E) Struct. E - R. Side East Elevation

(E) STRUCT. E - L. SIDE WEST ELEVATION SIMILAR



(E) Struct. E - Front South Elevation



(E) Struct. G - R. Side South Elevation
(E) STRUCT. G - L. SIDE NORTH ELEVATION SIMILAR
(E) STRUCT. G - L. SIDE NORTH ELEVATION SIMILAR



(E) Struct. G - Front West Elevation

**STATION 1300** 

1300 EL CAMINO REAL

Existing Exterior Building Elevations (ECR & Derry Ln.)

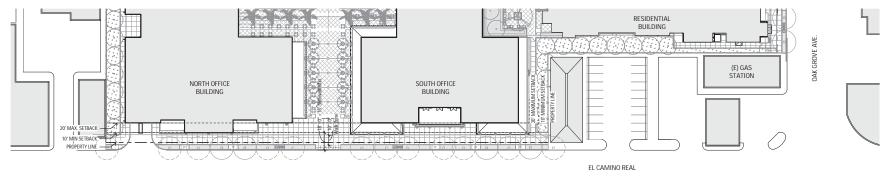
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STREETSCAPE PLAN - EL CAMINO REAL -

1 UPPER STORY
A5.01 1/32" = 1'-0"



STREETSCAPE ELEVATION - EL CAMINO REAL

**STATION 1300** 

1300 EL CAMINO REAL

Streetscape at El Camino Real

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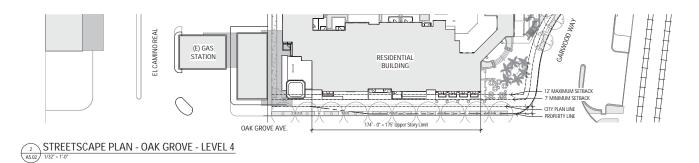
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A5.01





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Streetscape at Oak Grove

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A5.02

PARTIAL FLOOR PLAN - RESIDENTIAL LEVEL 1 @ GARWOOD



STREETSCAPE ELEVATION - GARWOOD

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Streetscape at Garwood

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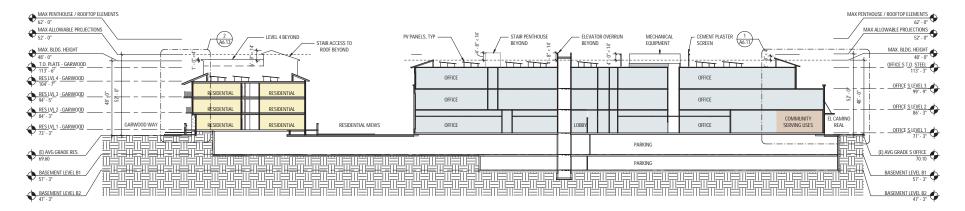
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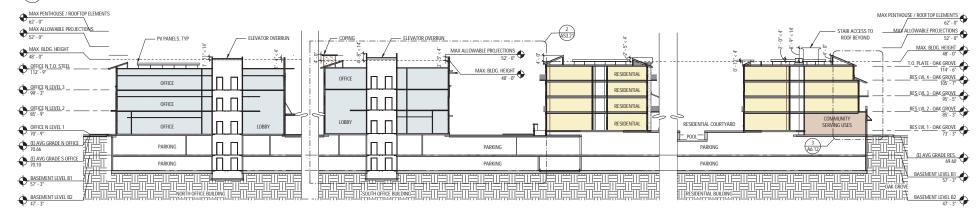




A5.03



2 East-West building section facing South



North-South building section facing East

**STATION 1300** 

1300 EL CAMINO REAL

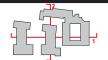
**Building Cross Sections** 

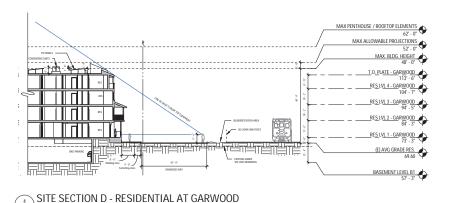
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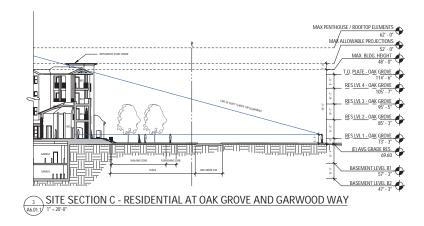
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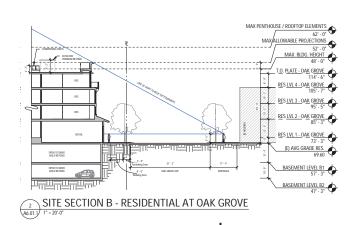
12060

12/1/2016 0 20 SCAIF: 1" = 20'-0"









MAX PENTHOUSE / ROOFTOP ELEMENTS
62°-0°
MAX ALLOWABLE PROJECTIONS
57°-0°
MAX ROOF HIGHET
110°-0°
MAX ROOF HIGHET
111°-0°
MAX R

**STATION 1300** 

1300 EL CAMINO REAL

Site Sections

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A6.01.1

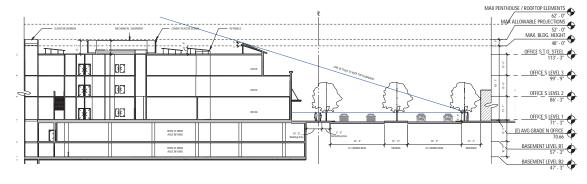
5. Perspective (oblique) view from El Camino Real, south of Oak Grove Ave. Cement Plaster Screen (in red) to conceal rooftop mechanical air handling unit.



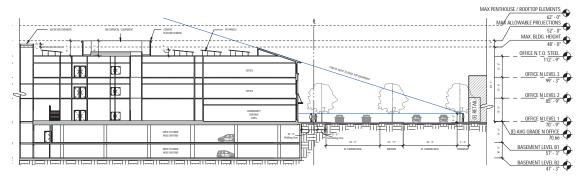
4. Perspective (oblique) view from North Office Building Plaza Entry looking toward South Office Building Entry. Cement Plaster Screen (in red) to conceal rooftop mechanical air handling unit.



3. Perspective (oblique) view from North Office Building surface parking lot looking toward South Office Building Entry. Cement Plaster Screen (in red) to conceal rooftop mechanical air handling unit.



SITE SECTION F - SOUTH OFFICE BUILDING



 $\underbrace{ \text{SITE SECTION E - NORTH OFFICE BUILDING} }_{ r-20^{-0}}$ 

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Site Sections

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A6.01.2

**STATION 1300** 

1300 EL CAMINO REAL

Building Sections - Office - North Building - ECR

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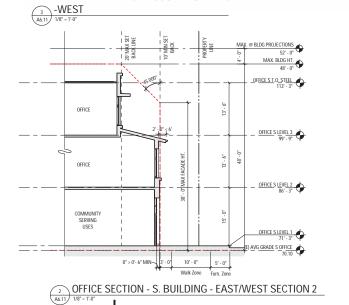
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#### PARTIAL ELEVATION - SOUTH BUILDING



OFFICE SECTION - S.BUILDING - EAST/WEST SECTION 1

MAX. @ BLDG PROJECTIONS - S2 - 0"

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1300 EL CAMINO REAL

Building Sections - Office - South Building -ECR

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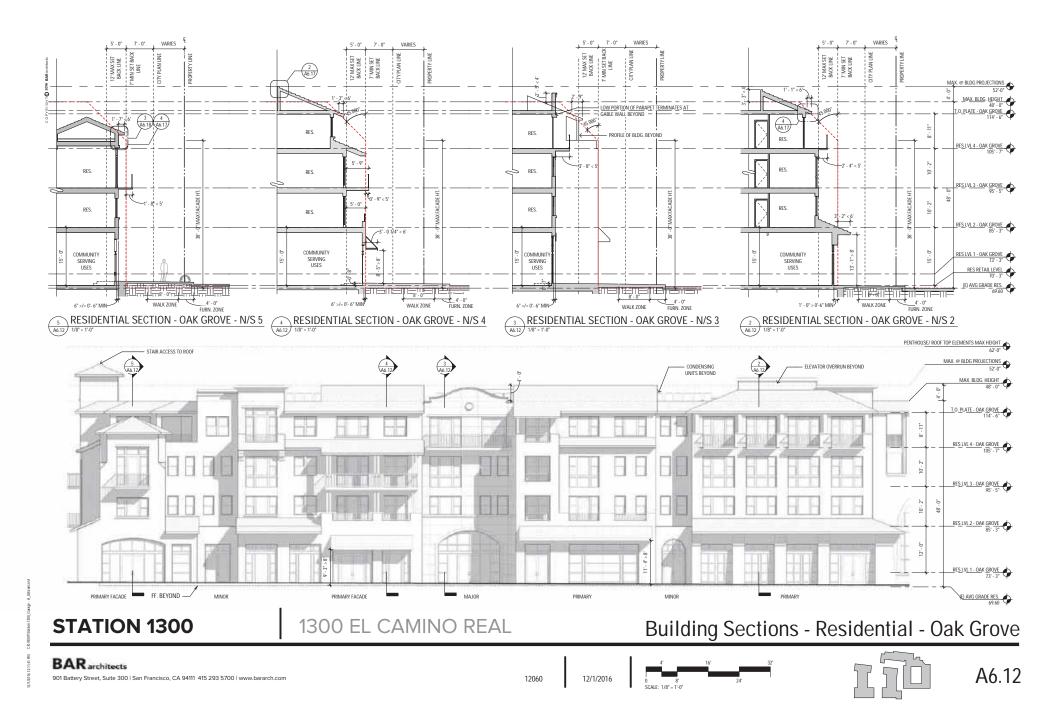
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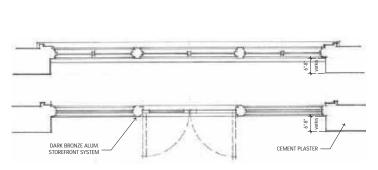
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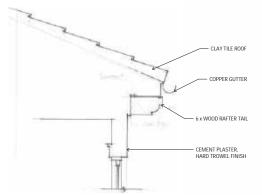


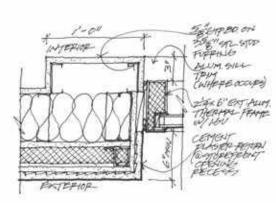








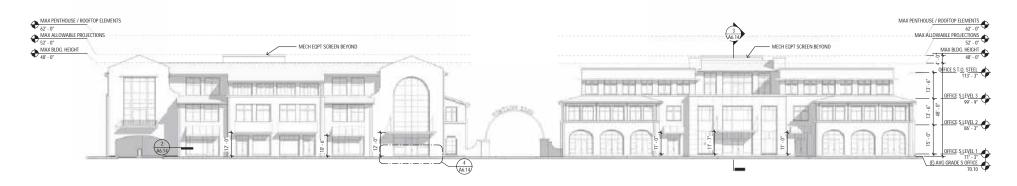




Main Entry Plan Detail

3 Typical Eave w Rafter Tail

JAMB DETAIL AT STOREFRONT RECESS



EXTERIOR ELEVATION - OFFICE -WEST

**STATION 1300** 

1300 EL CAMINO REAL

Conceptual Details Office

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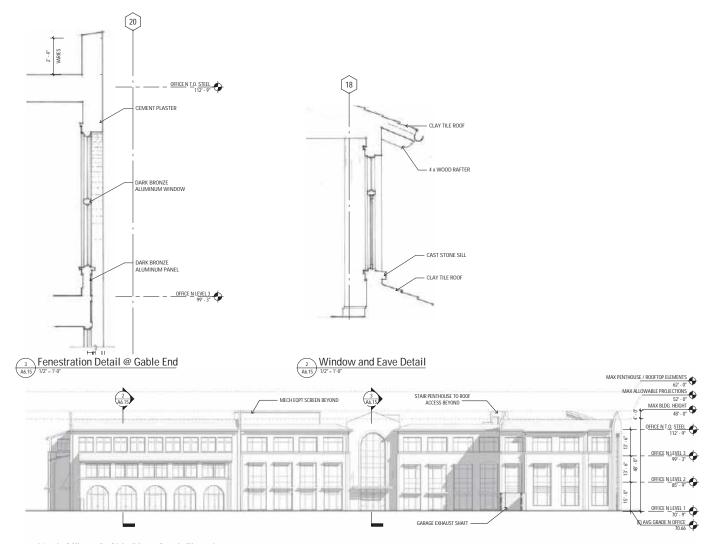
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North Office - R. Side Plaza South Elevation

**STATION 1300** 

1300 EL CAMINO REAL

Conceptual Details Office

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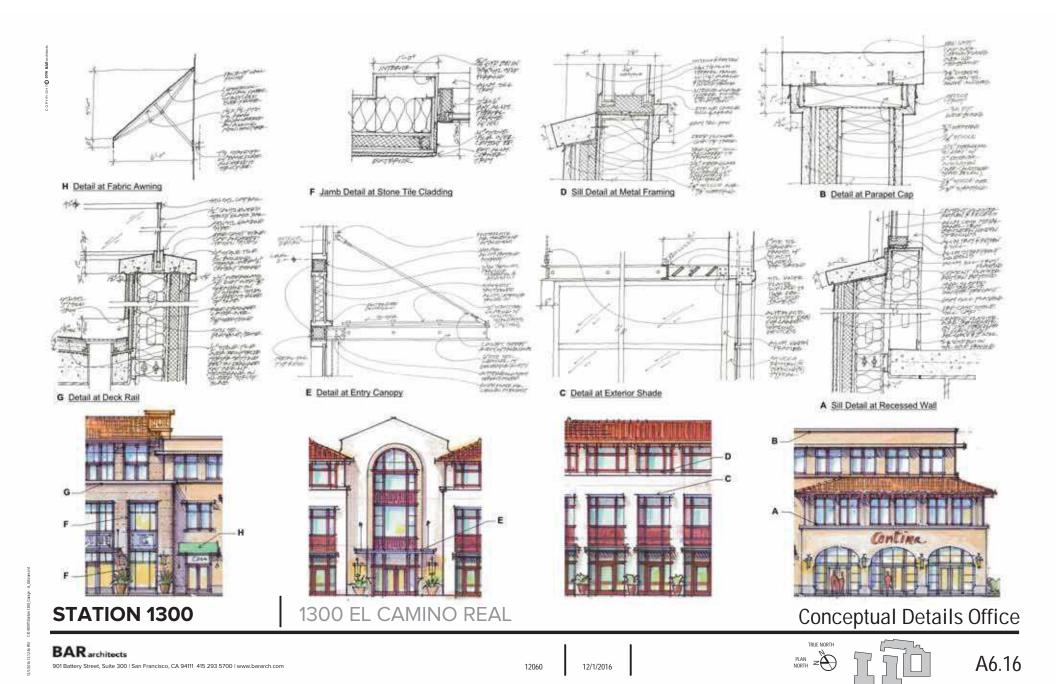
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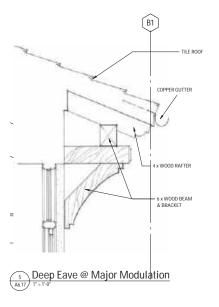
12/1/2016

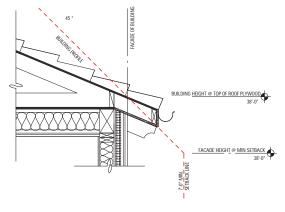


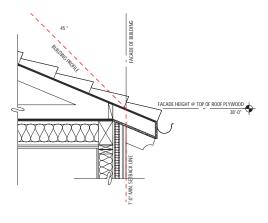


A6.15



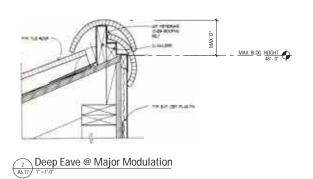






Bullding Height Measurement Detail @ 45 Degree Building Profile, Typ

3 Bulding Height Measurement Detail @ Min Setback Line, Typ



ELEVATOR OVERBUN BEYOND

CONDENSING UNITS BEYOND

CONDENSING UNITS BEYOND

CONDENSING UNITS BEYOND

CONDENSING UNITS BEYOND

ROF ACCESS BEYOND

RES.LVL 3 - GARMOOD

RES.LVL 3 -

**STATION 1300** 

1300 EL CAMINO REAL

Conceptual Details Residential

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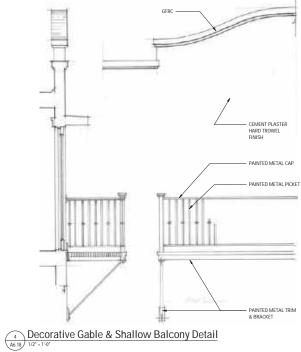
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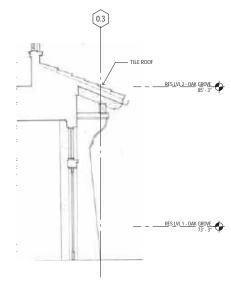




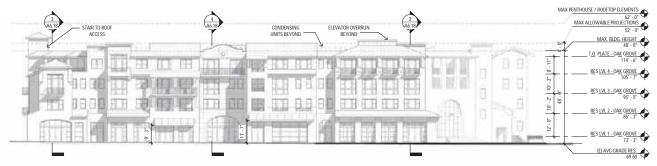
A6.17



0.3 - SMOOTH FINISH CEMENT PLASTER 3 Shallow Eave @ Tower Element 1"-1"-0"



2 A6.18 3/8" = 1'-0" Detail @ Retail



Residential at Oak Grove - Front South Elevation

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Conceptual Details Residential

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A6.18

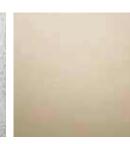
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Manufacturer: La Habra



2. Cement Plaster

Hard Trowel Santa Barbara Mission Finish

Integral Color: X-81584 Suffolk

Manufacturer: La Habra



3. Clay Tile Roof

El Camino Blend

Manufacturer: US Tile by Boral or Sim.



4. Clay Tile Roof

Malorca

Manufacturer: US Tile by Boral or Sim.



5. Aluminum Storefront System

Glass: Clear Vision Aluminum: Powder Coat Burnt Red

Manufacturer: EFCO, Oldcastle BuildingEnvelope or Sim.



6. Aluminum Storefront System

Glass: Clear Vision Aluminum: Powder Coat Burnt Bronze

Manufacturer: EFCO, Oldcastle BuildingEnvelope, or Sim.



7. Cast Stone (stone-clad column, ledgers, and/or coping)

70W Medium Etch Finish

Manufacturer: Napa Valley Cast Stone or Sim.



8. Metal and Glass Canopy

Gun Metal Gray

Manufacturer:TBD



9. Fabric (Canvas) Awning

Color: TBD

Manufacturer:TBD



10. Thin Set Stone Tile Facade

Plaza Buff, Brushed Finish

Manufacturer: Peninsula Building Materials, Co. or Sim.



11. Metal Sign and Structure

Bronze

Manufacturer:TBD



tructure 12. Metal Guardrail and Railing

Color: TBD

Manufacturer:TBD



13. Composite Windows (Residential Building)

Color: TBD

Manufacturer: Alpin, All Weather, Marvin, VPI



14. Wooden Posts at Balconies and Trellises

Color: TBD

All wooden posts/columns to be 6"x 6"

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Color and Materials Board

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A7.01





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**LEED Checklist** 

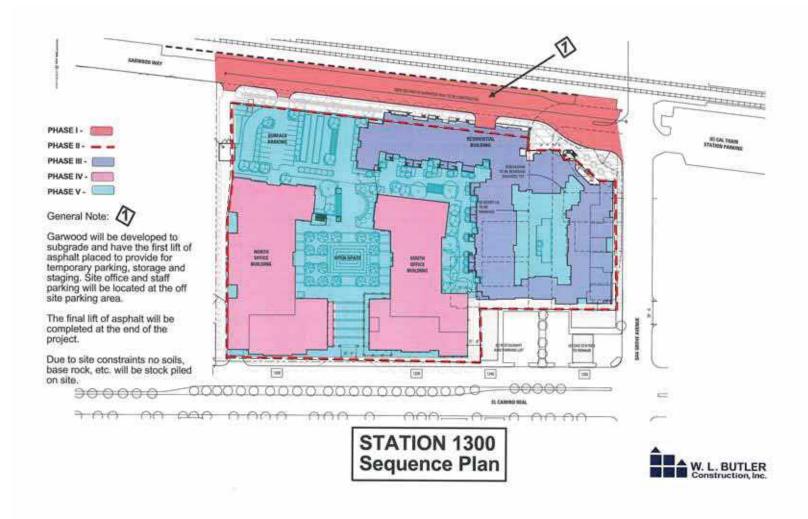
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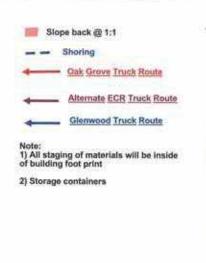
**Construction Phasing Plan** 

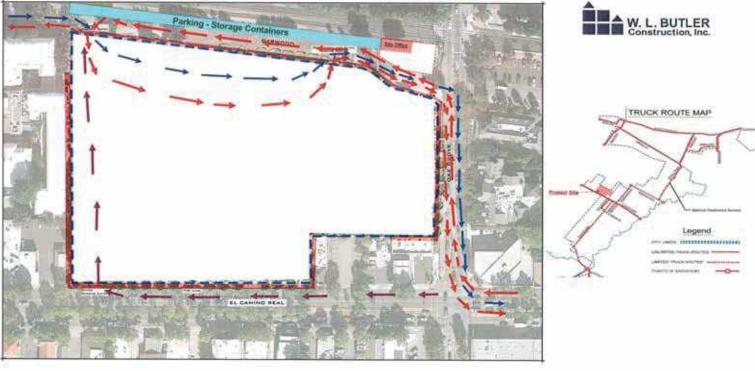
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1300 EL CAMINO REAL MIXED-USE Menlo Park, California

April 14, 2015

Site Plan at Ground Level

**STATION 1300** 

1300 EL CAMINO REAL

**Construction Traffic Routing** 

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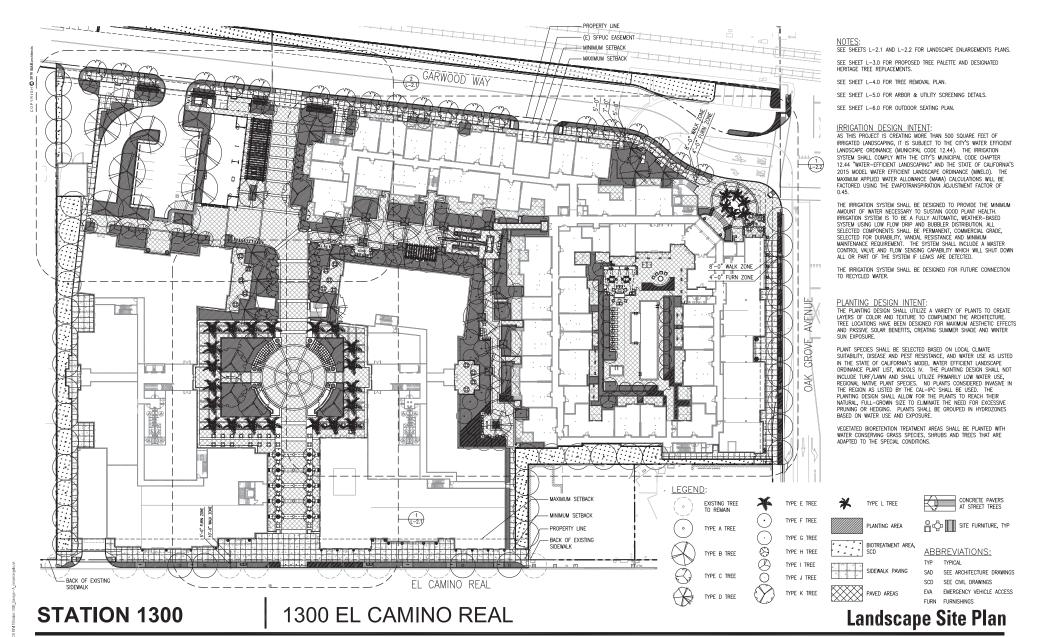
Construction Fencing/Barricade Plan

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NORTH





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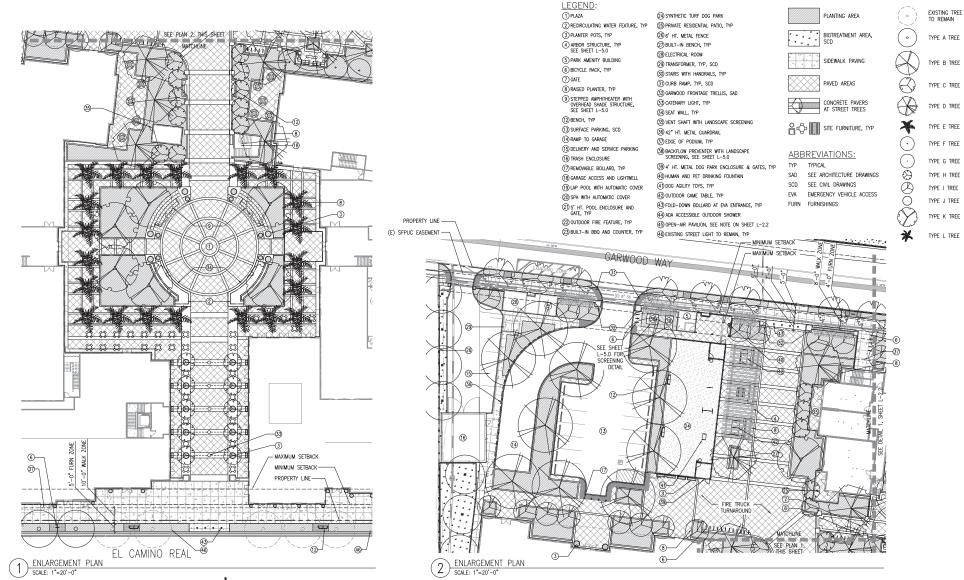
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L-1.0



1300 EL CAMINO REAL

# **Landscape Enlargement Plan**











L-2.1

1300 EL CAMINO REAL

# **Landscape Enlargement Plan**











L-2.2

\*TYPE B TREE

QTY: 23



BOTANICAL NAME: PLATANUS X HISPANICA COMMON NAME: LONDON PLANE TREE DECIDIOUS REGULAR MATER USE INSTALLATION SIZE: 24" BOX MATURE SIZE: 50'H X 40'W NOTE: SPECIES TO MATCH EXISTING ADJACENT STREET TREES



OFTION A
BOTANICAL NAME: ACER MACROPHYLLUM
COMMON NAME: BIG LEAF MAPLE
CALIFORNIA NATUE
DECIDIOUS
WATER USE: MEDIUM
NATER USE: SEDIUM
NATURALIATION SIZE: 24" BOX
MATURE SIZE: 50'H X 30'W



OPTION B
BOTANICAL NAME: QUERCUS KELLOGGII
COMMON NAME: BLACK OAK
CALIFORNIA NATIVE
DECIDIOUS
WATER USE: LOW
INSTALLATION SIZE: 24" BOX
MATURE SIZE: 50°H X 30°W



OPTION A
BOTANICAL NAME: AGONIS FLEXUOSA
COMMON NAME: PEPPERMINT TREE
EVERGREEN
WATER USE: LOW
INSTALLATION SIZE: 24" BOX
MATURE SIZE: 35"H X 25"W



OPTIOL B
BOTANICA, INAME: LYONOTHAMNUS FLORIBUNDUS
COMMON MAME: CATALINA IRONWOOD
CALIFORNIA. NATIVE
EVERGREEN
WATER USE: LOW
INSTALLATION SIZE: 24" BOX
MATURE SIZE: 35" H X 25"W



\*TYPE | TREE

QTY: 23

OPTION A
BOTANICAL NAME: CEANOTHUS
'RAY HARTMAN'
COMMON NAME: CALIFORNIA LILAC
CALIFORNIA NATIVE
EVERGREEN
WATER USE: LOW
INSTALLATION SIZE: 15 GALLON
MATURE SIZE: 12'H X 15'W

OPTION A BOTANICAL NAME: ACER RUBRUM

COMMON NAME: RED MAPLE

INSTALLATION SIZE: 24" BOX

MATURE SIZE: 50'H X 15'W

'ARMSTRONG GOLD'

DECIDUOUS WATER USE: MEDIUM



OPTION B
BOTANICAL NAME: CERCIS OCCIDENTALIS
COMMON NAME: WESTERN REDBUD
CALIFORNIA NATIVE
EVERGREEN
WATER USE: VERY LOW
INSTALLATION SIZE: 15 GALLON
MATURE SIZE: 15'H X 15'W



OPTION B
BOTANICAL NAME: GINKGO BILOBA
'PRINCETON SENTRY'
COMMON NAME: MAIDENHAIR TREE
DECIDUOUS
WATER USE: MEDIUM
INSTALLATION SIZE: 24" BOX
MATURE SIZE: 50'H X 15'W



BOTANICAL NAME: QUERCUS ROBUR 'PYRAMICH'
COMMON NAME: SKYMASTER OAK
EVERGREEN
WATER USE: MEDIUM
INSTALLATION SIZE: 24" BOX
MATURE SIZE: 50'H X 25'W



BOTANICAL NAME: QUERCUS AGRIFOLIA COMMON NAME: LIVE OAK CALIFORNIA NATIVE EVERGREEN WATER USE: VERY LOW INSTALLATION SIZE: 24" BOX MATURE SIZE: 40'H X 30'W



BOTANICAL NAME: LACERSTROEMA 'NATCHEZ'
COMMON NAME: FLOWERING WHITE CRAPE MYRTLE
DECIDIOUS
WATER USE: LOW
INSTALLATION SIZE: 24" BOX
MATURE SIZE: 25'H X 12'W



BOTANICAL NAME: PHOENIX DACTYLIFERA COMMON NAME: DATE PALM EVERGREEN WAIFE USE: LOW INSTALLATION SIZE: 16' BTF MATURE SIZE: 80'H X: 20'W



BOTANICAL NAME: QUERCUS AGRIFOLIA COMMON NAME: SPECIMEN LIVE OAK CALIFORNIA NATIVE EVERGREEN WATER USE: VERY LOW INSTALLATION SIZE: 48" BOX MATURE SIZE: 40'H X 30'W



TYPE F TREE QTY: 33



OPTION A BOTANICAL NAME: PODOCARPUS GRACILIUR COMMON NAME: FERN PINE EVERGREEN WATER USE: MEDIUM INSTALLATION SIZE: 24° BOX MATURE SIZE: 40°H X 15°W



OPTION B
BOTANICAL NAME: PHYLLOSTACHYS VIVAX
COMMON NAME: BAMBOO
EVERGREEN
WATER USE: LOW
INSTALLATION SUZE: 15 GALLON
MATURE SIZE: 50'H



QTY: 6



BOTANICAL NAME: WASHINGTONIA ROBUSTA COMMON NAME: MEXICAN FAN PALM EVERGREEN WATER USE: LOW INSTALLATION SIZE: 20' BTF MATURE SIZE: 100'H X 10'W

TREE REPLACEMENT:
THE TOTAL HERITAGE TREES REMOVAL: 59
REQUIRED REPLACEMENT TREES (2:1 RATIO): 118
TOTAL PROPOSED TREES: 212
\*\*CRESIGNATED HERITAGE REPLACEMENT TREE: 99 PROVIDED (7-48\*
BOX SPECIMENS, 92-24\* BOX, 15 GALLON MINNIMUM, 40\* MIN.
MATURE HEIGHT.

**STATION 1300** 

1300 EL CAMINO REAL

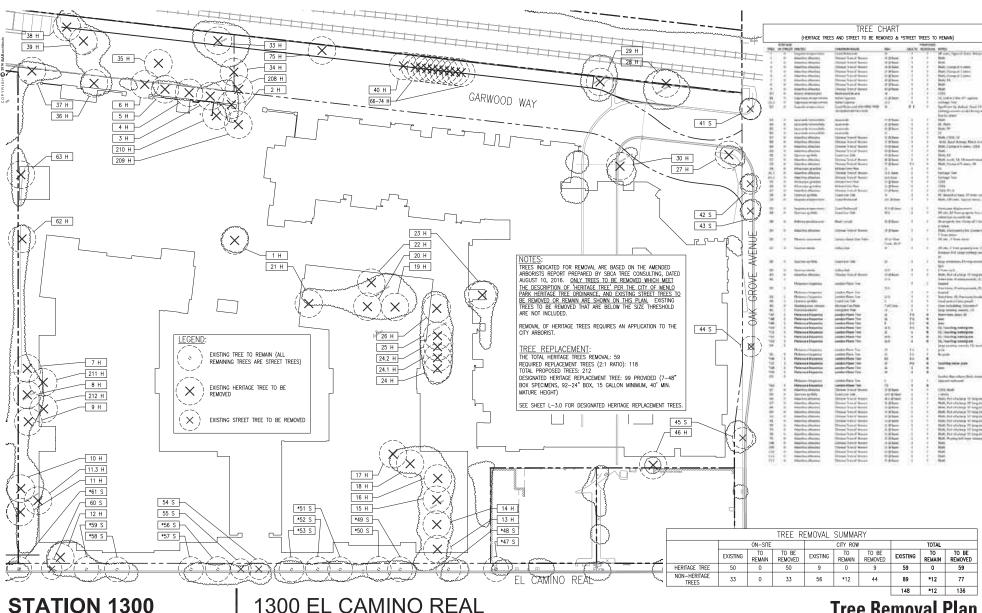
**Proposed Tree Palette** 

LANDSCAPE ARCHITECTURE + DESIGN GRA #3335 / Zheirn Squao #216 - Otreta CA - 94563 905,254,5422 - novo;et Jand

12060

12/01/2016

L-3.0



CRLA #3335 - 2 Thiotre Square #218 - Officia CA - 94563 925-254-5422 - www.left.lane

1300 EL CAMINO REAL

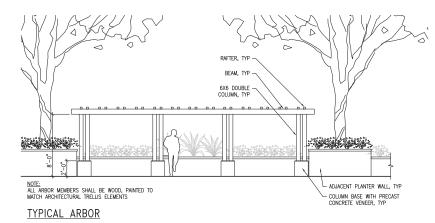
**Tree Removal Plan** 

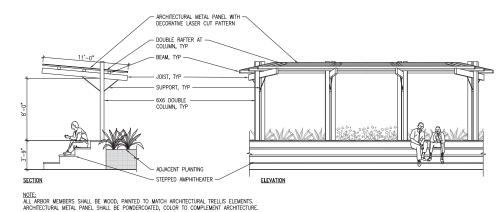






L-4.0

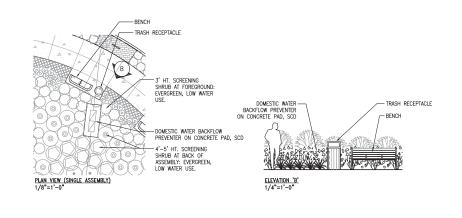




AMPHITHEATER ARBOR

1 ARBOR/SHADE STRUCTURE CONCEPTUAL DESIGN

GARWOOD FRONTAGE TRELLIS, SAD 4' HT. SCREENING SHRUB: EVERGREEN, LOW WATER USE DOMESTIC WATER -BACKFLOW PREVENTER GARWOOD FRONTAGE TRELLIS, SAD ON CONCRETE PAD, SCD BIKE RACK, TYP IRRIGATION WATER -BACKFLOW PREVENTER ON CONCRETE PAD, SCD FIRE WATER BACKFLOW PREVENTER ON CONCRETE PAD, SCD ELEVATION 'A' 1/4"=1'-0" 4' HT. SCREENING SHRUB: EVERGREEN, BACKFLOW PREVENTER ON CONCRETE PAD, SCD LOW WATER USE - DOMESTIC WATER BACKFLOW PREVENTER ON CONCRETE PAD, SCD FIRE WATER BACKFLOW PREVENTER ON CONCRETE PAD, SCD



BACKFLOW SCREENING
SCALE: AS SHOWN

NOTE: NO THORNY OR PRICKLY PLANT MATERIAL SHALL BE USED TO SCREEN ASSEMBLIES AS IT WOULD IMPEDE ACCESS FOR MAINTENANCE AND EMERGENCIES. A HORIZONTAL CLEARANCE OF 12" FOR IRRIGATION AND DOMESTIC WATER, AND 24" FOR FIRE BACKFLOW SHALL BE MAINTAINED.

# **STATION 1300**

# 1300 EL CAMINO REAL

# **Preliminary Landscape Details**





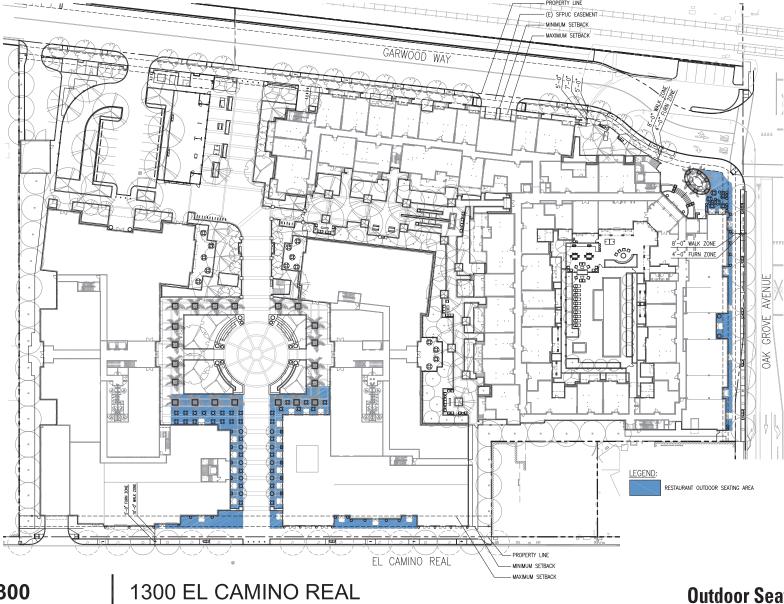








L-5.0



**Outdoor Seating Plan** 



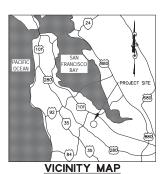
12060







L-6.0



SHEET	INDEX
SHEET NO.	DESCRIPTION
TM-1	TITLE SHEET
TM-2	NOTES, LEGEND, & ABBREVIATIONS
TM-3	EXISTING CONDITIONS PLAN
TM-3.1	AVERAGE EXISTING GRADE DIAGRAM
TM-4	EXISTING PARCELIZATION PLAN
TM-4.1	PROPOSED PARCELIZATION PLAN
TM-5	LOT AREA EXHIBIT #1
TM-5.1	LOT AREA EXHIBIT #2
TM-5.2	LOT AREA EXHIBIT #3
TM-5.3	LOT AREA EXHIBIT #4
TM-6	HORIZONTAL CONTROL AND SITE PLAN
TM-6.1	OAK GROVE AVENUE LANE ALTERNATIVES
TM-7	PRELIMINARY GRADING PLAN
TM-8	PRELIMINARY UTILITY PLAN
TM-8.1	UTILITY PLAN EXTENSION
TM-9	PRELIMINARY STORMWATER CONTROL PLAN
TM-10	PRELIMINARY EROSION CONTROL PLAN AND
TM-11	BEST MANAGEMENT PRACTICES
TM-12	FIRE ACCESS PLAN

FIRE ACCESS SECTIONS

TIME RESTRICTION PLAN

TYPICAL CROSS SECTIONS TYPICAL CROSS SECTIONS

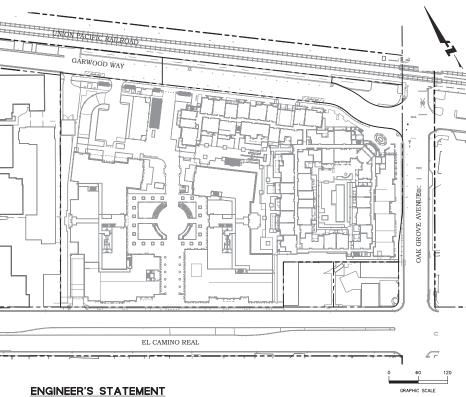
VEHICULAR CIRCULATION PLAN

TM-14

TM-14,1

TM-17

# TENTATIVE MAP FOR CONDOMINIUM PURPOSES STATION 1300 1300 EL CAMINO REAL, MENLO PARK, CA



# **GENERAL NOTES**

DETAILS

- FEMA DESIGNATED FLOOD ZONE: THE FEDERAL EMERGENCY MANAGEMENT AGENCY HAS NOT IDENTIFIED ANY SPECIAL FLOOD HAZARD AREAS WITHIN THE PROJECT AREA.
- 2. UTILITIES: UNDERGROUND UTILITIES PLOTTED HEREON WERE PLOTTED FROM A COMBINATION STREAM OF THE OFFICE OFFICE OF THE OFFICE OF ASSUMED BY THE ENGINEER FOR THE LOCATION AND CAPACITY OF SAID UTILITIES.
- 3. SOURCE OF TOPOGRAPHY: EXISTING TOPOGRAPHY SHOWN IS BASED ON AN AERIAL SURVEY COMPLETED ON FEBRUARY 5, 2014 BY TETRA TECH AND A FIELD SURVEY COMPLETED ON MARCH 14, 2014 BY BKF ENGINEERS.
- TENTATIVE FINAL MAP: THIS TENTATIVE FINAL MAP IS BEING FILED IN ACCORDANCE WITH CHAPTER 3, ARTICLE 2, SECTION 66452 AND CHAPTER 4.5 OF THE SUBDIVISION MAP ACT.

THIS TENTATIVE MAP SHRMITTAL HAS BEEN PREPARED BY ME OR LINDER MY







# LOCATION MAP

# PROJECT DESCRIPTION

MIXED USE DEVELOPMENT OF EXISTING LOTS AT 1300 EL CAMINO REAL WITH EXISTING VACANT LOT, OFFICE BUILDING AND AUTOMOTIVE SERVICE ZONING. PROPOSED PROJECT TO INCLUDE OFFICE, RETAIL AND RESIDENTIAL

# PROJECT DATA

GREENHEART LAND COMPANY 621 HIGH STREET PALO ALTO, CA 94301 PHONE: (650) 681-9334 CONTACT: BOB BURKE

BAR ARCHITECTS 901 BATTERY ST, SUITE 300 SAN FRANCISCO, CA 94111 PHONE: (415) 293-5700 CONTACT: STEPHEN HEGEDUS ARCHITECT:

JETT LANDSCAPE ARCHITECTURE 2 THEATER SQUARE, SUITE 218 ORINDA, CA 94563 PHONE: (925) 254-5422 CONTACT: BRUCE JETT LANDSCAPE ARCHITECT:

BKF ENGINEERS 255 SHORELINE DRIVE, SUITE 200 REDWOOD CITY, CA 94065 PHONE: (650) 482-6300 CONTACT: TOM MORSE ENGINEER/SURVEYOR:

061-430-080, 061-430-200, 061-430-210, ASSESSOR PARCEL NO: 061-430-220, 061-430-230, 061-430-310,

061-430-320, 061-430-380, 061-430-420, 061-430-450, 061-430-460

EXISTING ZONING: AUTO SALES/OFFICE BUILDING/VACANT LAND

PROPOSED LAND USE: COMMERCIAL/RESIDENTIAL/OFFICE

LAND AREA: 7.41 ACRES

UTILITY INFORMATION STORMWATER-

POWER AND GAS:

CITY OF MENLO PARK CITY HALL, 701 LAUREL ST. MENLO PARK, CA 94025 (650) 330-6610

SANITARY SEWER WESTBAY SANITARY DISTRICT 500 LAUREL ST. MENLO PARK, CA 94025 (650) 321-0384

WATER CALIFORNIA WATER SERVICE 3351 EL CAMINO REAL, SUITE 190 ATHERTON, CA 94027-3844 (650) 367-6800

PACIFIC GAS & ELECTRIC 275 INDUSTRIAL ROAD SAN CARLOS, CA 94070 (650) 598-7492

COMCAST CABLE 3760 HAVEN AVE. MENLO PARK, CA 94025 (650) 259-7031

AT&T 870 N. MCCARTHY BOULEVARD RM. 110 MILPITAS, CA 95035 (408) 635–8881

FIRE PROTECTION

MENLO PARK FIRE PROTECTION DISTRICT 170 MIDDLEFIELD ROAD MENLO PARK, CA 9402 (650) 688-8400





CA

TENTATIVE MAP STATION 1300 CAMINO REAL MENLO I 핌

DATE ISSUE 03/29/16 TENTATIVE MAP 08/11/16 PLAN CHECK 11/10/16 PLAN CHECK



TITLE SHEET

AS SHOWN

#### STORM DRAIN NOTES:

PRIVATE STORM DRAIN LINES SHALL BE INSTALLED WITH THE FOLLOWING MINIMUM REQUIREMENTS:

PIPE DIAMETER (IN)	PIPE MATERIAL	PIPE COVER (FT)	SLURRY ENCASEMENT REQUIRE
4 TO 10	PVC SDR 35	1.00 TO 2.99	YES - TRAFFIC AREAS ONLY
4 TO 10	PVC SDR 35	3.00+	NO NO
12+	HDPE	1.00 TO 2.99	YES - TRAFFIC AREAS ONLY
12+	HDPE	3.00+	NO NO

- 2. 4 INCH TO 10 INCH DIAMETER STORM DRAIN PIPE SHALL BE POLYVINYL CHLORIDE (PVC) SDR 35 WHITE PIPE AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION D3034-73 WITH GLUED JOINTS. ALL DIRECTION CHANGES SHALL BE MADE WITH WYE CONNECTIONS. 22.5' ELBOWS, 45' ELBOWS, OR LONG SWEEP ELBOWS. 90' ELBOWS AND TEE'S ARE PROHIBITED.
- 3. 12 INCH AND LARGER DIAMTER STORM DRAIN PIPE SHALL BE DUAL-WALLED ANNULAR CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION F2648 WITH GASKETED BELL AND SPIGOT JOINTS.
- 4. WHERE STORM DRAIN PIPES ARE INSTALLED IN TRAFFIC RATED AREAS WITH LESS THAN 3.00 FEET OF COVER, PIPE TRENCH AND COVER SHALL BE ENCASED IN A MINIMUM IZ INCH WIDE 2—SACK SLURRY MIX, EXTENDING THE FIRST 12 INCHES OF COVER ABOVE THE PIPE.
- STORM DRAIN LINES WITH LESS THAN 12" OF COVER IN TRAFFIC AREAS SHALL BE CAPPED WITH STEEL REINFORCED CONCRETE.
- USE DETECTABLE METALIZED WARNING TAPE APPROXIMATELY 6" BELOW THE SURFACE. TAPE SHALL BE A BRIGHT COLOR AND IMPRINTED WITH "CAUTION-STORM DOTAIN LINE BELOW", CALPICO TYPE 2 OR EQUAL.
- 8. PAINT THE TOP OF THE CURBS ADJACENT TO EACH CATCH BASIN INSTALLED UNDER THIS WORK OR ADJACENT TO THIS SITE WITH THE WORDS "NO DUMPING". WORDING TO BE BLUE 4" HIGH LETTERS ON A PAINTED WHITE BACKGROUND.
- ALL AREA DRAINS AND CATCH BASINS GRATES WITHIN PEDESTRIAN ACCESSIBLE AREAS SHALL MEET ADA REQUIREMENTS.
- 10. ALL TRENCHES SHALL BE BACK FILLED PER THE SPECIFICATIONS WITH APPROPRIATE TESTS BY THE GEOTECHNICAL ENGINEER TO VERIFY COMPACTION VALUES.
- 11. FOR GRAVITY FLOW SYSTEMS CONTRACTOR SHALL VERIFY (POTHOLE IF NECESSARY) SIZE, MATERIAL, LOCATION AND DEPTH OF ALL SYSTEMS THAT ARE TO BE CONNECTED TO OR CROSSED PRIOR TO THE TRENCHING OF INSTALLATION OF ANY GRAVITY FLOW SYSTEM.
- 12. COMPLETE SYSTEMS: ALL UTILITY SYSTEMS ARE DELINEATED IN A SCHEMATIC MANNER ON THESE PLANS. CONTRACTOR IS TO PROVIDE ALL PITTINGS, ACCESSORES, AND WORK NECESSARY TO COMPLETE THE UTILITY SYSTEM SO THAT IT IS FULLY FUNCTIONING FOR THE PURPOSE INTENDED.
- 13. ALL DOWN SPOUTS SHALL BE CONNECTED TO THE STORM DRAIN SYSTEM WITH 4" PVC SDR 35 PIPE OR EQUIVALENT. SEE ARCHITECTURAL PLANS FOR EXACT LOCATION OF THE DOWN SPOUTS.

# **WATER SYSTEM NOTES:**

- 1. MAINTAIN WATER LINES 10' AWAY FROM SANITARY SEWER LINES.
- WHERE WATER LINES HAVE TO CROSS SANITARY SEWER LINES, DO SO AT A 90 DEGREE ANGLE AND WATER LINES SHALL BE MINIMUM OF 12" ABOVE TOP OF SANITARY SEWER LINES.
- 3. WATER LINES ARE SHOWN SCHEMATICALLY, CONTRACTOR SHALL IDENTIFY EACH ANGLE AND/OR BEND THAT MAY BE REQUIRED TO ACCOMPLISH THE
- USE DETECTABLE METALIZED WARNING TAPE APPROXIMATELY 6" BELOW THE SURFACE. TAPE SHALL BE A BRIGHT COLOR AND IMPRINTED WITH "CAUTION—WATER LINE BELOW", CALPICO TYPE 2 OR EQUAL.
- ALL WATER SERVICE CONNECTIONS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OR APPLICABLE WATER DISTRICT STANDARDS.
- BILLIO AND FRVATE MATE MAIN AND MATER SERVICE UNE 28, THROUGH 12-MICH SHALL BE POSTIVINEY CHORDER (FOV) AND SHALL LEET MAN GROO, RATED FOR 200 PSI CLASS PIPE WHIT EFONY COATED DUTILE ROM FITTINGS AND PLISON FEOTOV COATED DATE VALVES, ALL JOINTS SHALL BE FITTINGS AND PLISON FEOTOV CANTED AND THE TRACES WIRE INSTALLED PER GASCITS. NONMETALLU WATER LINES TO HAKE TRACES WIRE INSTALLED PER CITY STRUMBERS OR APPLICABLE WATER DISTRICT STRUMBERS.
- CONNECTIONS TO THE PASSING WITES MAN SHALL BE ARROWSED BY THE OTT. THE CONTRACTOR SHALL PERFORM ALL DECANTRON, PERPARE THE STR. PERRONS ALL METERALS, REPORT BLE, AMAY BAD ALL THRUST PROVIDE THE CLEEN WITH A UST OF APPROVED CONTRACTORS FOR MAKING PROVIDE THE CLEEN WITH A UST OF APPROVED CONTRACTORS FOR MAKING MET. TAPPS. NOMERICALION WITH A UST OF APPROVED CONTRACTORS FOR MAKING MET. TAPPS. NOMERICALION WITH THE UNITS SHALL HAVE TRACER WREES WET TAPS INSTALLED.
- 8. ALL WATER LINES 2° OR SMALLER SHALL BE TYPE K COPPER WITH SILVER BRAZED JOINTS, CONTRACTOR TO VERIFY PRESSURES FROM EXISTING LINES ARE ADEQUATE TO SERVICE BUILDINGS AS SPECIFIED BY THE PLUMBING PLANS.
- 9. ALL WATER LINES SHALL BE INSTALLED WITH 36" MINIMUM COVER.
- ALL WATER VALVES SHALL BE PER CITY STANDARD OR APPLICABLE WATER DISTRICT STANDARDS.
- ALL TEMPORARY AND/OR PERMANENT AIR—RELEASE AND BLOW—OFF VALVES SHALL BE PER CITY STANDARD AND AS DIRECTED BY THE CITY ENGINEER.
- 12. CONCRETE THRUST BLOCKS SHALL BE INSTALLED AT ALL TEES, CROSSES, BENDS (HORIZONTAL AND VERTICAL), AT SIZE CHANCES AND AT FIRE HYDRANTS PER CITY STANDARD, AWWA C600, SECTION 3.8 UNLESS NOTED OTHERWISE.
- 13. MECHANICALLY RESTRAINED JOINTS SHALL BE INSTALLED AT VERTICAL BENDS IN ACCORDANCE WITH CITY STANDARDS AND AS APPROVED BY THE CITY ENGINEER.
- 14. ALL WATER VALVES SHALL BE CLUSTERED, UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COLLECTING AND DELIVERING WATER SAMPLES FOR ANALYSIS TO A CITY APPROVED LAB.
- 16. ALL ON AND OFF-SITE LANDSCAPE IRRIGATION SYSTEMS SHALL BE IN ACCORDANCE WITH THE LANDSCAPE ARCHITECTURAL PLANS AND SPECIFICATIONS AND SHALL BE CONNECTED TO THE EXISTING AND/OR NEW WATER SYSTEM AND METERED ACCORDINGLY.
- 17. INSTALL CITY APPROVED PRESSURE REGULATOR AND REDUCED BACKFLOW PREVENTOR ON WATER LINE AT ENTRANCE TO BUILDING. REFERENCE PLUMBING PLANS FOR MORE DETAIL.

### **SANITARY SEWER NOTES:**

- USE DETECTABLE METALIZED WARNING TAPE APPROXIMATELY 6" BELOW THE SURFACE. TAPE SHALL BE A BRIGHT COLOR AND IMPRINTED WITH "CAUTION—SANITARY SEWER LINE BELOW", CALPICO TYPE 2 OR EQUIAL.
- ALL SEWER WORK SHALL BE IN CONFORMANCE WITH THE CITY OR APPROPRIATE SANITARY SEWER DISTRICT.
- S. PRIVATE SANTARY STURE MAIN AND SERVICE LINE 4—HIGH THROUGH B—HIGH SHALL RE POLYMIN CO-REDE (PVC) SOR 25 GREEN ESMEL PRE AND SHALL CONFORM TO THE REQUIREMENTS OF ASTM DESIGNATION to 3034—73 WHT GUED JOINTS, ALL DIRECTION CHANGES SHALL BE MADE WITH WITE CONNECTIONS, 22.5° ELBOWS or 45° ELBOWS, 90° ELBOWS AND TEE" ARE PROHIBITED.
- ALL LATERALS SHALL HAVE A CLEANOUT AT FACE OF BUILDING AND AS SHOWN ON PLANS PER THE CITY STANDARD OR APPROPRIATE SANITARY SEWER DISTRICT.

# GRADING NOTES:

ANY WORK IN THE PUBLIC RIGHT-OF-WAY MUST BE DONE PER CITY STANDARDS BY A LICENSED CONTRACTOR WITH REQUIRED PERMITS FROM APPROPRIATE AGENCIES

## **C3 REGULATION NOTES:**

AS THIS PROJECT REPLACES 10,000 SF OR MORE OF IMPERVIOUS SURFACE, IT IS A C3 REGULATED PROJECT. STORNWATER TREATMENT WILL BE PROVIDED BY THE BIORETENTION AREAS ON THE NORTH, WEST AND SOUTHERN SIDES OF THE

### HORIZONTAL CONTROL NOTES:

- CONTRACTOR SHALL LAYOUT THE CONTROL FOR THE SITE AS SPECIFIED ON SHEET TM-5. CONTRACTOR SHALL CLEARLY SET AND MARK EACH OF THE CONTROL POINTS, PROTECTING THE POINTS THROUGHOUT CONSTRUCTION.
- ALL DIMENSIONS ON THE PLANS ARE IN FEET OR DECIMALS THEREOF UNLESS SPECIFICALLY CALLED OUT AS FEET AND INCHES.
- ALL BUILDINGS, DRIVEWAYS AND PARKING LOTS ARE TO BE PARALLEL AND RIGHT ANGLES TO THE BASIS OF BEARINGS AND THE NORTH PROMENADE CONTROL LINE, UNLESS IDENTIFIED OR CLEARLY SHOWN AS A DIFFERENT ANGLE.
- ALL RETURN RADII AND CURB DATA ARE TO FACE OF CURB, UNLESS OTHERWISE SHOWN OR INDICATED.

#### MENLO PARK FIRE PREVENTION DISTRICT NOTES:

- FIRE APPARATUS ROJONANS, INCLUDIA D'UBLIL AND PRIVITE STRETTS AND IN SOME CACES RIVENAVE SEED FOR YMPICE ACCESS, SHALL SEE CAPAGLE OF SUPPORTING THE MIPOSED METION OF A 75,000 POUND (14,950 NG) FIRE APPARATUS AND SHALL BE PROVIDED WITH AN ALL MEATHER DRIVING SUFFACE. ONLY PARED OR CONCRETE SURFACES ARE CONSIDERED TO BE ALL MEATHER DRIVING SURFACES. COZ 2013, APPENDIX D.
- ALL CURBING LOCATED ALONG GARWOOD WAY, OAK GROVE AVE, AND THE AREA OF EL CAMINO BEAL FRONTING THE OFFICES THAT HAS NOT BEEN ASSIGNED AS ONSITE PARKING SHALL BE DESIGNATED AS TWO PARKING FIRE LANE." ALL FIRE LANES TO COMPLY WITH MIPPD STANDARD FOR "DESIGNATION AND MARKING OF FIRE LANE."
- FIRE APPARATUS RODOWAYS, INCLUDING NUBLE OF FRONTE STREETS OF FORCE USED ON VEHICLE OCCESS SMALL BE HOST-RILED AND IN SERVICE PRIOR TO CONSTRUCTION, FIRE PROTECTION WATER SERVING ALL HITDRAYS SHALL BE PROVIDED AS SOON AS COMMUNITIES WATERAL ARRIVES OF THE SHALL DE PROVIDED AS SOON AS COMMUNITIES WATERAL ARRIVES OF THE THE MINLO PARK FIRE PROTECTION DISTRICT TO SCHEDULE AN INSPECTION OF ROJOWAYS AND FIRE HYDRAYS. OF 2013.
- FOR BUILDINGS 30 FET AND OVER IN HEIGHT ABOVE MATURAL GRADE, THE FOR THE WORLD AND SHALL SEF POSITIONED PARALLEL TO ALL LESS TORE SHIPE SEE OF THE BUILDING, AND THE RICH LAST SHALL BE LOCATED ALONG THE BUILDING, AND THE RICH LAST SHALL BE LOCATED ALONG ONC. FOR THE WORLD A MANDAM OF 30 FET FROM THE LOCATED ALONG ONC. GROVE ANY, CARMOOD MAY FOR THE RESIDENTAL BULDING, THROUGH THE PROPOSED EVA THAT IS TO SECRECATE THE TWO OFFICE BULDINGS. AND EL CAMMOD EAST FORT BULDINGS.
- TRAFFIC OPTICOM SIGNAL PREEMPTION SYSTEM REQUIRED FOR ALL TRAFFIC INTERSECTIONS CONTROLLED WITH A TRAFFIC SIGNAL. AN ENCROACHMENT PERMIT WOULD ACCOMPANY THESE INSTALLATIONS.
- 6. APPLICANT TO PROVIDE FREE FLOW INFORMATION THROUGH A SEPARATE ENGINEERED FLAM SHOWNED HOW WATER SUPPLY IS TO BE ACHEVED. THIS DISTRICT FOR FREWER WIND APPROVIL PRIOR IT DISSLANCE OF REALING AND BUILDING PERMITS. CFC 2013, SEC. 507.5.1 APPENDIX B SECTION 105.2 & TABLE 105.1.

- AN APPROVED COMBINATION FIRE SPRINKLER/STANDPIPE SYSTEM SHALL BE INSTALLED THROUGHOUT EACH STRUCTURE. SYSTEMS IN NEW OFFICE BUILDINGS SHALL ROUGHE A PARTY FACTOR IN THE PIPMS SYSTEM, AND STRUCTURE AS A STANDARD FOR SYSTEM, AND STANDARD STRUCTURE AS A STANDARD SYSTEM AND STANDARD STRUCTURE STRUCTURE STRUCTURE STRUCTURE. STRUCTURE SYSTEM SHALL BE DESIGNED TO 18 GPM/SACO SURARE FEET OF COVERAGE AREA. IN JULIO FRANKY BULDING AREA THE AUTOMATIC FIRE SPRINKLER SYSTEM SHALL BE DESIGNED TO 16 GPM/SACO SURARE FEET OF COVERAGE AREA. IN JULIO FRANKY BULDING AREA THE AUTOMATIC FIRE SPRINKLER SYSTEM TO COMPATY WITH A PARTY STRUCTURE STRUCTUR
- 10. AN APPROVED (MANUAL AND AUTOMATIC) FIRE ALARM SYSTEM IS REQUIRED. FIRE ALARM SYSTEMS SHALL BE U.L. CERTIFICATED, CERTIFICATE OF COMPLETION AND OTHER DOCUMENTS LISTED THE NATIONAL FIRE ALARM CODE SHALL BE PROVIDED FOR ALL NEW FIRE ALARM SYSTEM INSTALLATIONS.

11. A WET CHEMICAL EXTINGUISHER SHALL BE PROVIDED FOR PROTECTION OF ALL COMMERCIAL COOKING EQUIPMENT AND THE TYPE I HOOD EXHAUST ALL COMMERCIAL COOKING EQUIPMENT AND THE TYPE I HODD EXHAUST SYSTEM AN COLUMNION WITH JUL 2000 WELT PIPE-EXHAUST CONSTRUCTION OF THE SYSTEM AND COLUMNION WITH JUL 2000 WELT PIPE-EXHAUST CONSTRUCTION OF THE STATE OF THE SYSTEM AND CONTROL OF THE STATE OF THE STATE OF THE SYSTEM AND CONTROL OF THE STATE OF THE STATE OF THE STATE OF THE SYSTEM AND CONTROL OF THE STATE O

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  A PROVED NUMBERS OR ADDRESSES SHALL BE PLACED ON ALL NEW AND EXISTING BUILDINGS IN SUCH A POSITION AS TO BE PLANK YUSINE AND LEGIBLE FROM THE STREET OR ROAD PROTINGS THE PROPERTY. SAD ADDRESSES SHALL BE PERMANENTLY POSITION IN THE MAIN DITHRACE DOORS FET HAND SPACES. IF PERM OTITISED DOORS TO TINANT SPACES ARE INSTALLED, THEY SHALL BUILDED THE INSTALLATION OF THAMPSOCK ADDRESS OF TENANT SPACES. IF PERM OTITISED DOORS TO TINANT SPACES ARE INSTALLED, THEY SHALL BROLLOW THE INSTALLATION OF THAMPSOCK ADDRESS OCCUPANCIES SHALL COMPLY WITH THE FOLLOWING.

  STRUCTURES UP TO SO TREET IN HEIGHT SHALL HAVE ADDRESSES WITH A MAIN STRUCTURE OF MILE SHALL SHALL DOORS HAVE SHALL SH
- MIN. 2.5 INCH STROKE WIDE BY MIN. 12 INCHES HIGH.

  MEN REQUIRED BY THE FIRE COCK OFFICIAL, ALL NEW BULIDINGS SHALL HAVE APPROVED RADIO COVERAGE FOR EMERGENCY RESPONDERS WHITH THE BULIDING DESCRIPTION COVERAGE UPON THE EVENTING COVERAGE UPON THE UPON THE COUNTY OF THE PUBLIC OFFICIAL AS THE COOK OFFICIAL AS WINED COMMINION ON STREET IN ACCORDANCE WITH SECTION OUT 21.32 SHALL BE PERMITTED TO BE INSTALLED AND MAINTANED IN WHERE IT IS TO BE DETERMINED BY THE FIRE COOK OFFICIAL THAT THE RADIO COVERAGE SYSTEM IS NOT NEEDEN OUT OF THE MAINTANED IN THE PROPERTY OF TH

- MPFD REQUIRES A CONSTRUCTION PERMIT FOR THE INSTALLATION OR MODIFICATION OF AN EMERGENCY RESPONDER RADIO COVERAGE SYSTEM AS PROVISIONED IN CFC SECTION 105.7.5.
- 15. ELEVATORS SHALL CONFORM TO THE PROVISIONS LISTED IN SECTION 607 OF THE CBC 2013. AT LEAST ONE ELEVATOR SHALL BE OF A SIZE THAT WILL ACCOMMODATE ONE GURREY (MAX 24 INCHES BY 84 INCHES [610 MM BY 2134 MM]) AND THREE ATTENDANTS.
- 16. A MINIMUM 2A 108C RATED FIRE EXTINGUISHER SHALL BE LOCATED AT OR NEAR EXITS AND SHALL BE PLACED SO THAT THE TRAVEL DISTANCE TO A FIRE EXTINUISHER SHALL NOT EXCEED 57 FEET. VERYE WITH FIRE INSPECTIOR AT TIME OF ROUGH INSPECTION TO ASSIST WITH PLACEMENT OF EXTINOUSHER(S).
- EXIT SIGNS, EMERGENCY LIGHTING, ADDRESS POSTING, FIRE LANE, MARKING, FIRE EXTINGUISHERS AND KNOX BOX LOCATION TO BE FIELD VERIFIED BY FIRE INSPECTOR.
- 18. MEANS OF EGRESS COMPONENTS TO INCLUDE EXIT PATHWAY THROUGHOUT USE, EXIT STARWALLS, EXIT ENCLOSURE PROVIDING ACCESS TO EXIT DOORS, DOOR HARDWARE, EXIT SIGNS, EXIT ILLUMINATION AND EMERGENCY LIGHTING SHALL COMPLY TO CFC/CBC CHAPTER TEN.

# **TIEBACK NOTES:**

- TIEBACKS ARE PROPOSED WITHIN THE OAK GROVE AVENUE RIGHT-OF-WAY AND ALONG THE EDGE CONDITION AT JASON'S CAFE AND THE CHEVRON GAS STATION.
- THE DEVELOPER SHALL ENTER INTO A TIEBACK AGREEMENT WITH THE CITY OBLIGATING FUTURE OWNERS TO REMOVE TIEBACKS OR REPAIR DAMAGES TO THE PUBLIC RIGHT-OF-WAY AND BEAR ALL ASSOCIATED COSTS. THE AGREEMENT WILL BE RECORDED AGAINST THE PROPERTY.
- FOR TIEBACKS ENCROACHING PRIVATE PROPERTY, THE DEVELOPER SHALL PROVIDE A NOTARIZED AGREEMENT BETWEEN THE DEVELOPER AND THE ADJACENT PROPERTY TITLE OWNER AGREEING TO THE PROPOSED ENCROACHMENT.
- TIEBACKS WITHIN EL CAMINO REAL WILL REQUIRE REVIEW AND APPROVAL OF CALITRANS.
- THE DEVELOPER SHALL APPLY FOR AN ENCROACHMENT PERMIT TO INSTALL TEBACKS IN THE CITY RIGHT-OF-WAY.
- PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES, THE SANITARY SEWER AND STORM LINES ADJACENT TO THE PROPERTY SHALL BE TVD AND A CD PROVIDED TO THE CITY FOR REVIEW, JUPON COMPLETION OF THE PROJECT AND PRIOR TO ISSUANCE OF BUILDING FINAL INSPECTION, THE UTILITY LINES SHALL BE TVD AGAIN AND A CO PROVIDED TO THE CITY FOR REVIEW, THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGES CAUSED TO EXISTING UTILITIES DUE TO TIEBACK AND SHORING EXCAVATION.
- INSTALL REFERENCE LEUTION EDITIONALES TO MONTHS GOUND BEAUTIFE COUNTY OF THE METALED AT THE RODWING EDITION OF THE RESIDENCE OF THE RODWING STALLED AT THE RODWING EDITION. THE RESIDENCE STALLED AT LICENSES SHEVERYOR AND THE TO AN DESTRING CITY OF THE RODWING AND THE RODWING STALLED AND VERTICAL DISPLACEMENT ONCE PER WEEK FOR THE DURATION OF THE SHORNED RODWING.

## LEGEND:

SOLID STORM DRAIN 4" SBD \_\_\_ \_\_ 4"\_SB0 \_\_ PERFORATED SUB DRAIN FORCE MAIN 10" FW-—ROTFWI— FIRE SERVICE 2" W----—2°0 DOMESTIC WATER SERVICE IRRIGATION SERVICE NATURAL GAS \_\_\_T\_\_ TELEPHONE TV/CABLE TV —ту— ELECTRIC —.п— —.п— JOINT TRENCH 0/H-------0/H----OVERHEAD WIRES —-х-CLEAN OUT TO GRADE FOUND MONUMENT DOUBLE DETECTOR CHECK VALVE POST INDICATOR VALVE M VALVE  $\boxtimes$ × METER BOX STREET LIGHT DRAIN CATCH BASIN FIRE HYDRANT +++ FIRE DEPARTMENT CONNECTION 8 BENCHMARK MANHOLE aun  $\Box$ SPLASH BLOCK (2) -OFTAIL NUMBER -SHEET LOCATION OVERLAND RELEASE PATH

# **ABBREVIATIONS:**

AGGEGATE BASE
ASPHAIT CONCRETE
AREA, DRAM
BASEMENT LEVEL 2
BACK FLOW PRECEDION DEVICE
BACK FLOW PRECEDION DEVICE
BACK FLOW PRECEDION DEVICE
BACK FLOW PRECEDION OF BANK
BOTTOM OF WALL ELEVATION
CATOL BASIN
CRAM, SPACE ELEVATION
CAST IRON PIPES
DECEMENTOR ACT IN CONTROL
CONTROL CAST
CONTROL
CRAM, SPACE ELEVATION
CAST IRON PIPES
DECEMENT DECK DRAIN
DOUBLE DETECTOR CHECK VALVE
DUCTILE IRON PIPE
ROOF DOWN SPOUT
DOMESTIC WATER LINE
DRYWELL CATCH BASIN
DRIVEWAY EXISTING
EXISTING GRADE
ELECTRICAL
ELECTRICAL METER
EDGE OF PAVEMENT EDGE OF PAREMENT
EDGENOME SELEVATION
FIRE DEPARTMENT CONNECTION
FIRES DEPARTMENT CONNECTION
FINISHED FLOOD ELEVATION
FINISHED FLOOD ELEVATION
FINISHED FLOOD ELEVATION
FINISHED FLOOD ELEVATION
FINISHED SIEPACE ELEVATION
FINISHED SIEPACE ELEVATION
FINISHED SIEPACE ELEVATION
FINISHED SIEPACE ELEVATION
FUNDAMENT ELEVATION
FUNDAMENT ELEVATION
FUNDAMENT ELEVATION
GAS MEETE
GAS MEETE
GAS WEITER
GATE VALUE
GATE VALUE GRATE ELEVATION
GATE VALVE
HIGH POINT
INVERT ELEVATION
JOINT TRENCH
JOINT POLE
LANDSCAPE DRAIN
LINEAR FEET
LOW POINT
LANDSCAPE
BEW NEW
PUBLIC ACCESS EASEMENT
POST INDICATOR VALVE
PROPERTY LINE
PARKING
POINT OF CONNECTION RETAINING WALL RIM ELEVATION RIM ELEVATION
SIZE ARCHITECTURAL PLANS
STORM SUB DRAIN CLEANOUT
STORM SUB DRAIN CLEANOUT
STORM SUB DRAIN CLEANOUT
STORM SUB DRAIN CLEANOUT
STORM SUB CALLANOUT
STORM SUB-CALLANOUT
SEE GEOTECHNICAL REPORT
SAN FRANCISCO PUBLIC UTILITIES COMMISSION
SEE PLUMENTO FLANS
SIZE PLUMENTO PLANS
SIZE PLUMENTO PLANS
SIZE PLUMENTO PLANS
SIZE PLUMENTO PLANS
CITY STANDARD SUEWALK
TOP OF WALL ELEVATION
UNDEFSELD BORNIN
SIZE STRUCTURAL PLANS
CITY STANDARD SUEWALK
TOP OF WALL ELEVATION
UNDEFSELD BORNIN

TYPICAL UNDERSLAB DRAIN PIPE VERTICAL DROP DOMESTIC WATER LINE WATER METER

S PARK, 1 1300 MENLO P

띰

1300

255 SHORELINE DRIVE, SUITE 200 REDWOOD CITY, CA 94085 650/482-6300 650/482-6399 (FAX)

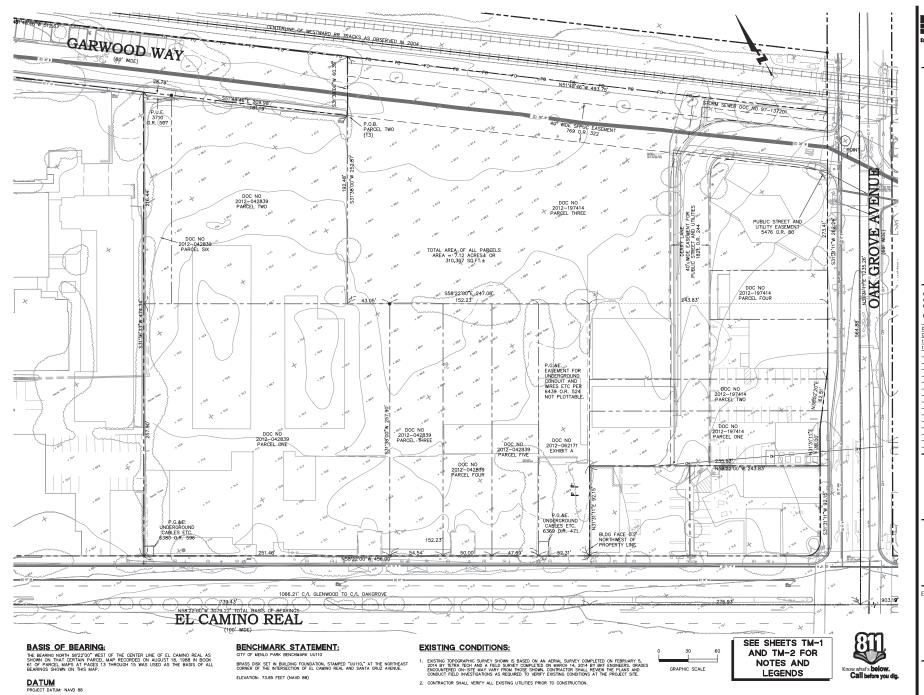
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DATE ISSUE 03/29/16 TENTATIVE MAP 08/11/16 PLAN CHECK 11/10/16 PLAN CHECK

PROFESS/ONL No. 49457 EXP. 09/30/18 /\* OF CALIFORNIT

NOTES, LEGEND

SCALE: AS SHOWN



ENGINEERS / SUNYEYORS | PLANIER 255 SHORELINE ORIVE, SUITE 200 REDWOOD GTY, CA 94045 650/482-4300 650/482-4309 (FAY)

> TENTATIVE MAP STATION 1300 1300 EL CAMINO REAL MENLO PARK, CA

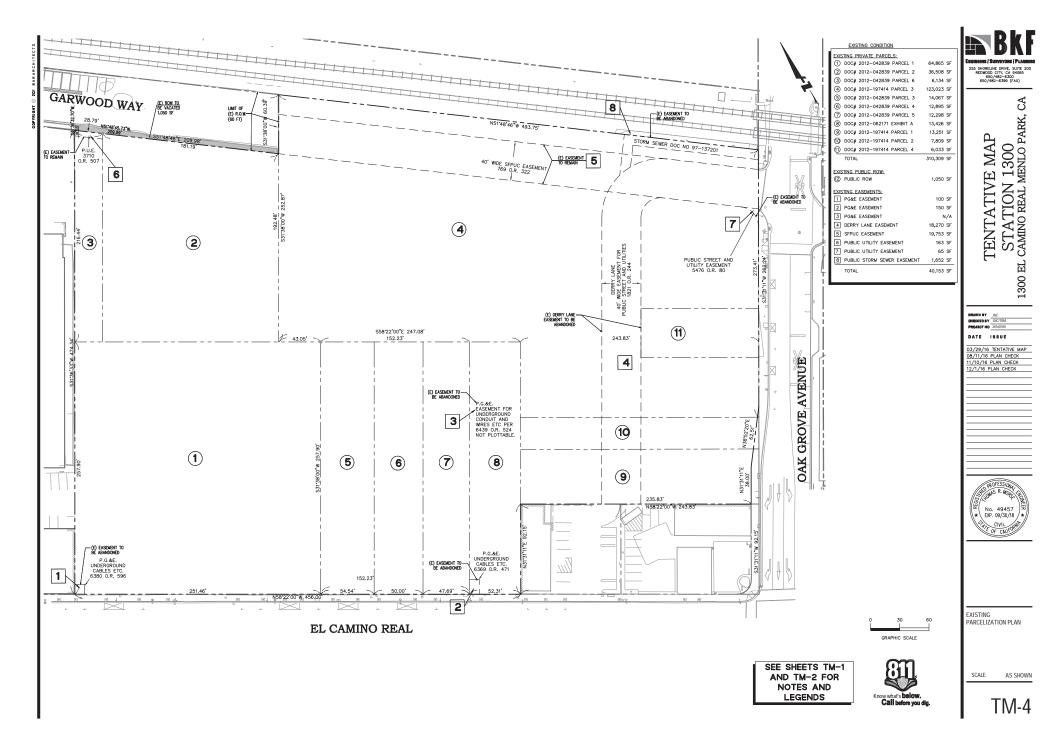
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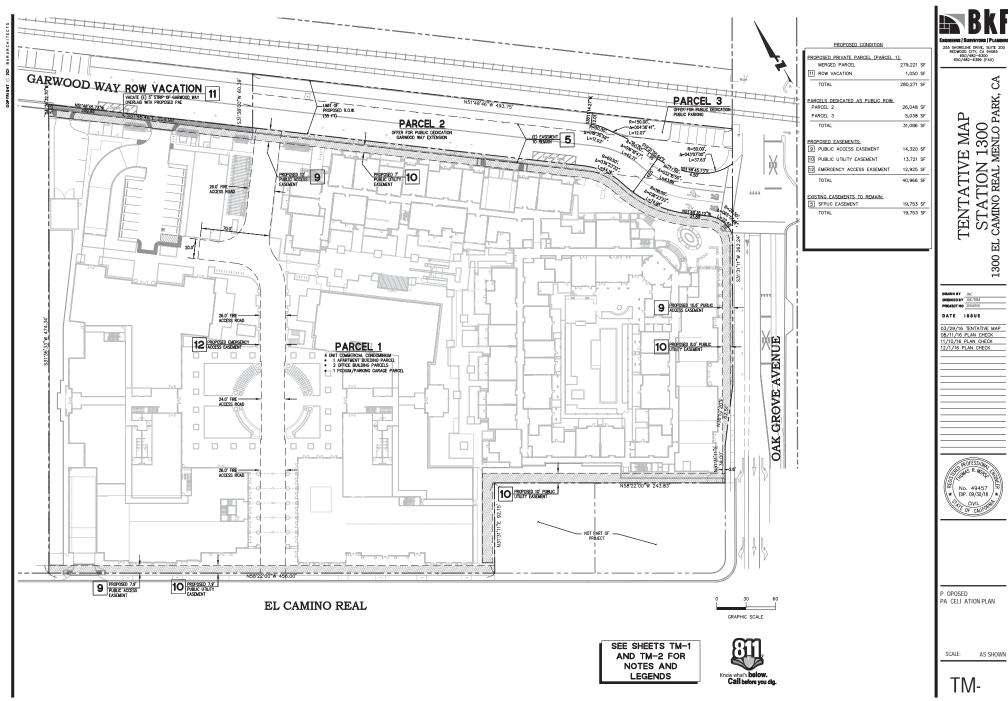
No. 49457 \* DP. 09/30/18

EXISTING CONDITIONS PLAN

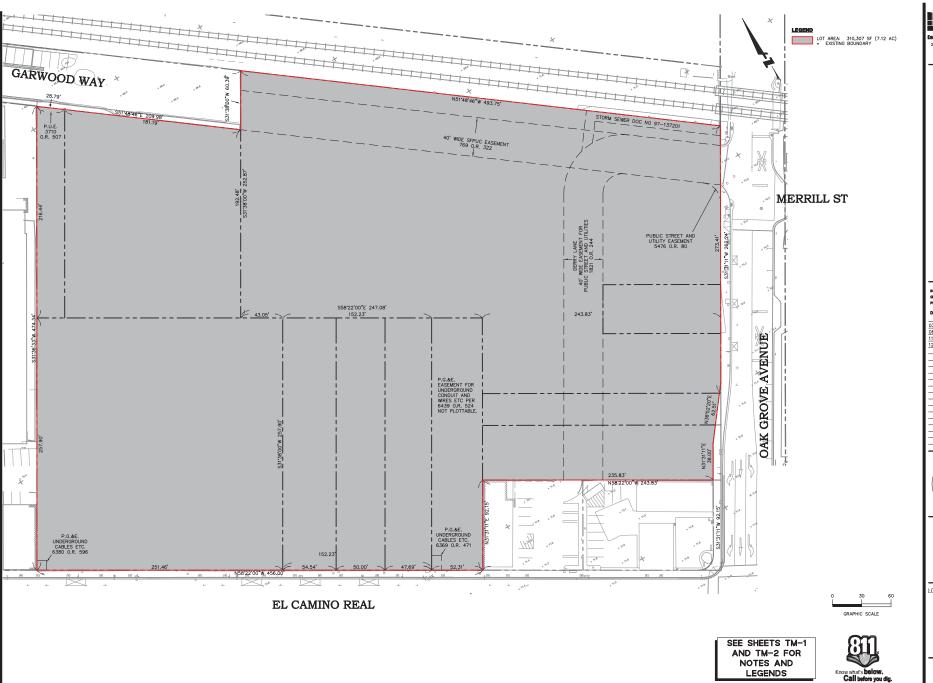
SCALE: AS SHOWN











BKF
ERGHERS | SURVEYORS | PLANSESS
255 SHORELING DRIVE, SUITE 200
REDWOOD CITY, CA. 94065
REDWOOD CITY, CA. 94065
650/462-6599 (FAX)

TENTATIVE MAP STATION 1300 1300 EL CAMINO REAL MENLO PARK, CA

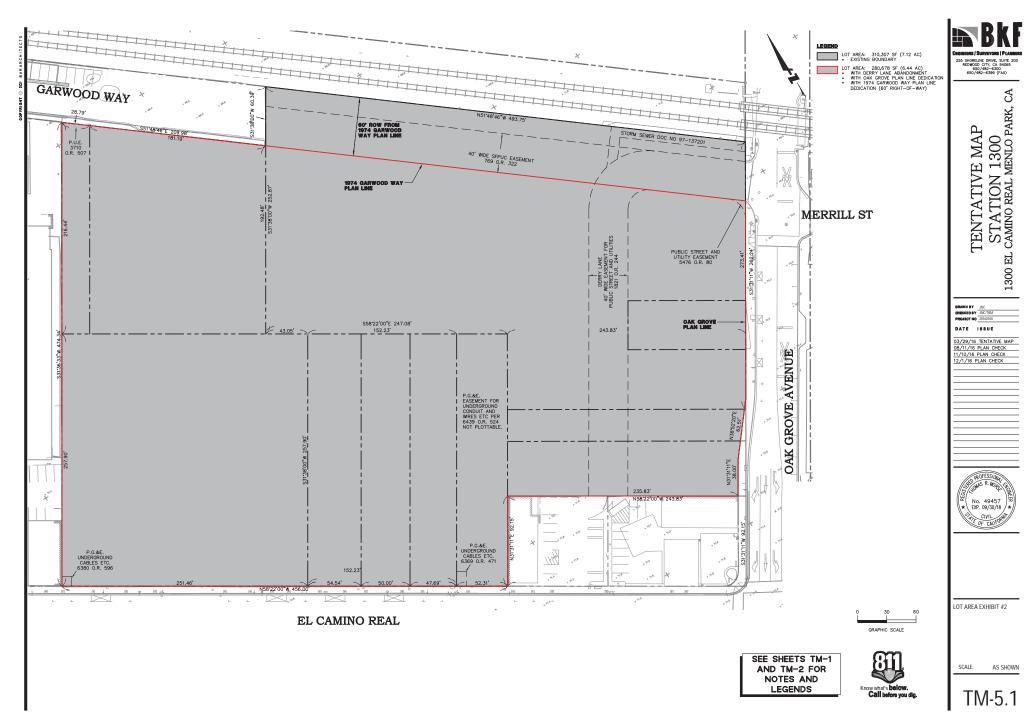
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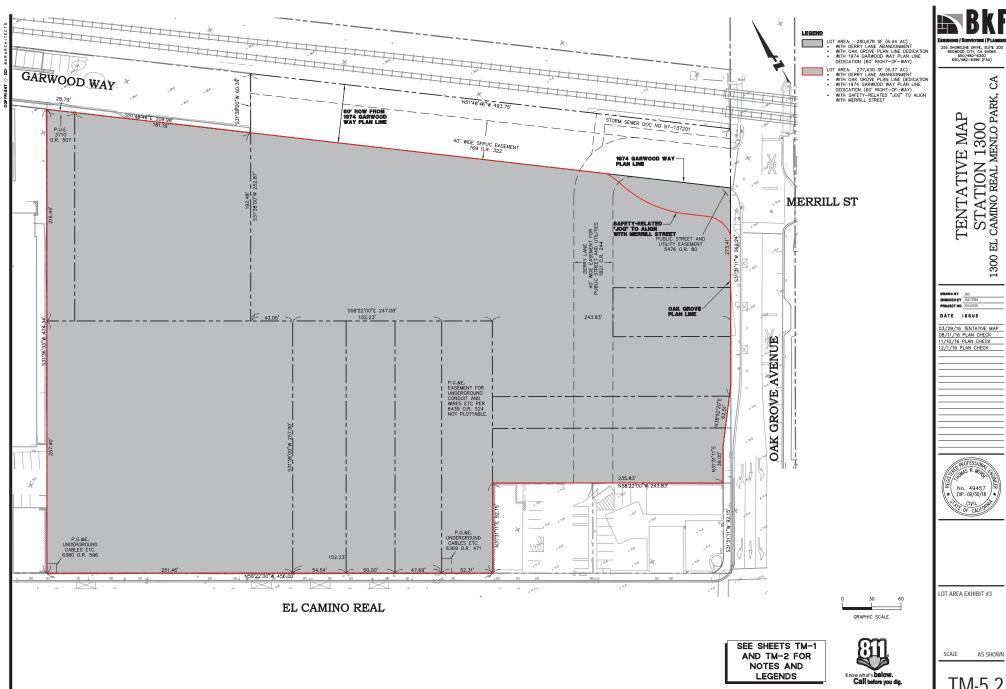
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LOT AREA EXHIBIT #1

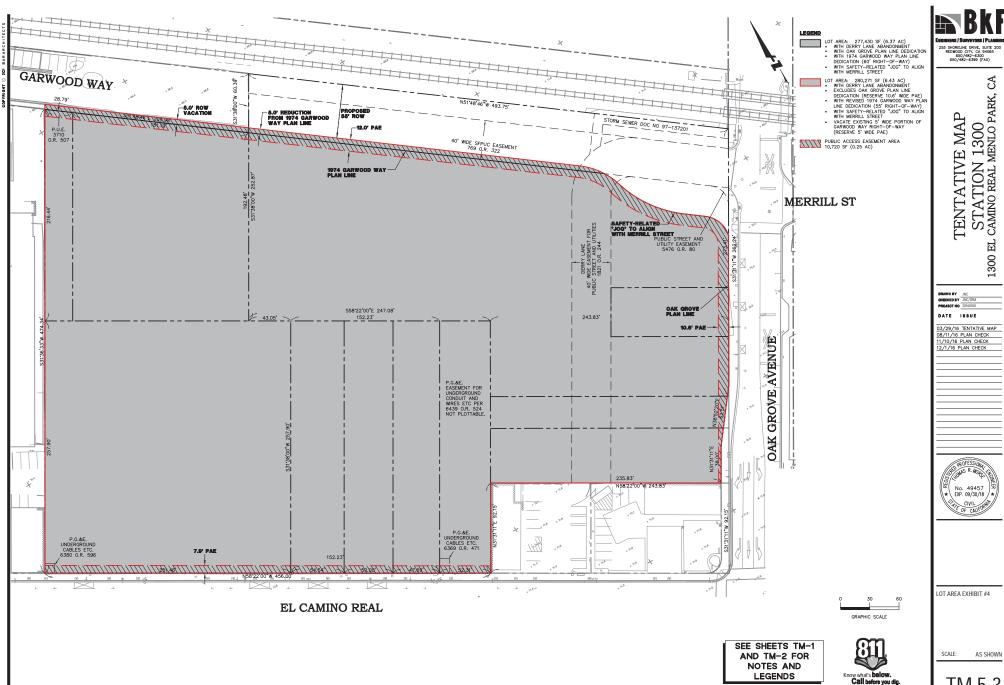
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SCALE: AS SHOWN











BIRT ENGINEERS | SUNYEYORS | PLANDERS 255 SHORELINE DRIVE, SUITE 200 REDWOOD GTY, CA. 940C 650/482—6390 (FXX)

> TENTATIVE MAP STATION 1300 1300 EL CAMINO REAL MENLO PARK, CA

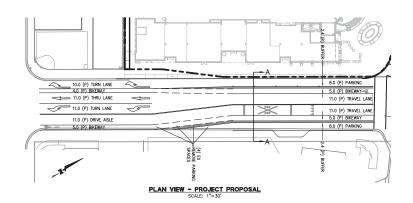
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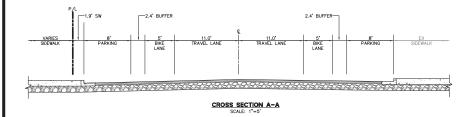
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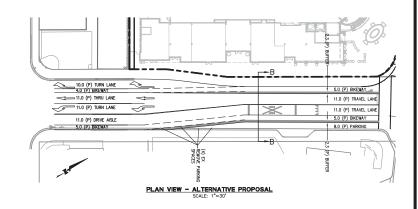
\* DP. 09/30/18

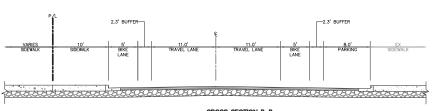
HO I ONTAL CONT OL AND SITE PLAN

SCALE: AS SHOWN









CROSS SECTION B-B SCALE: 1\*=5'



TENTATIVE MAP STATION 1300 1300 EL CAMINO REAL MENLO PARK, CA

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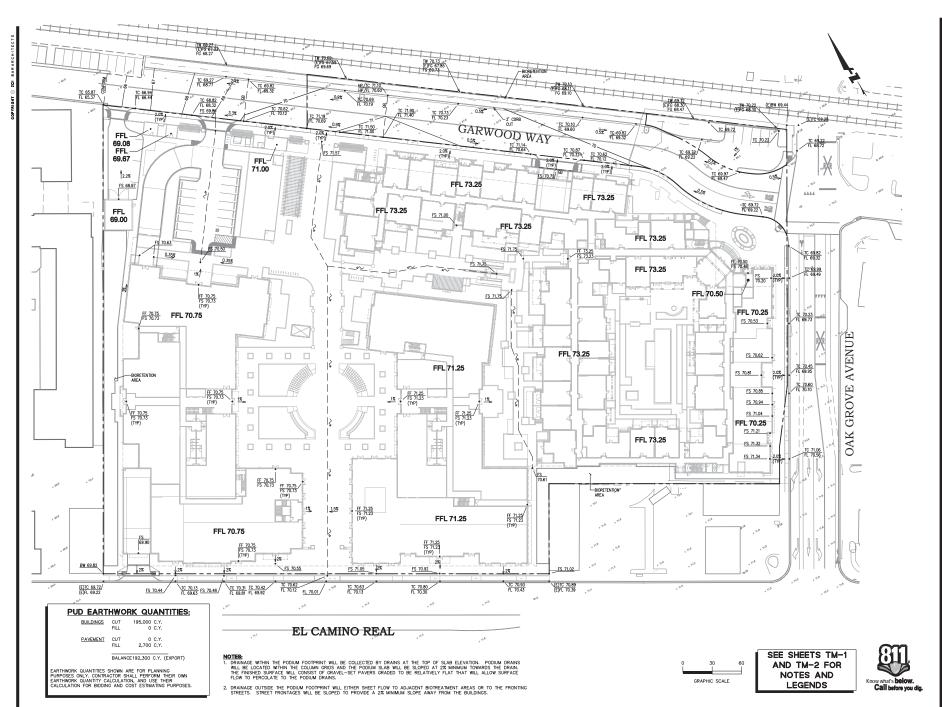
\*\* DP. 09/30/18 \*\*

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OA G O EA EN E LANE CON IG ATIONS

SCALE: AS SHOWN

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ONECKED BY JNC/TRM
PROJECT NO 20160100

DATE | 8 8 U E

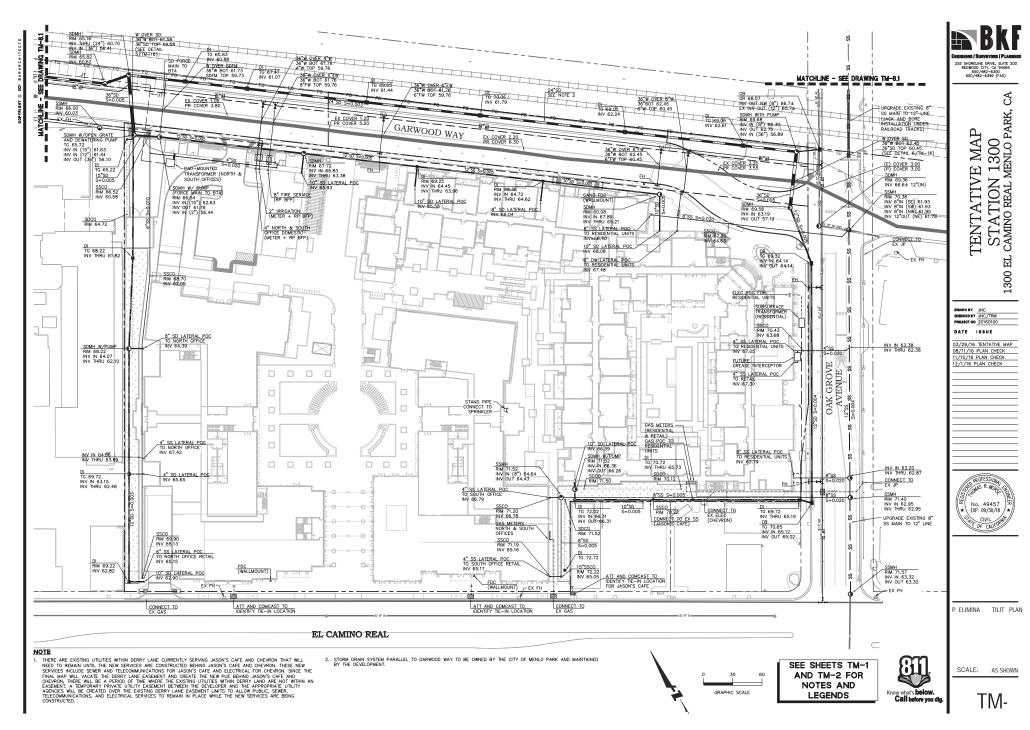
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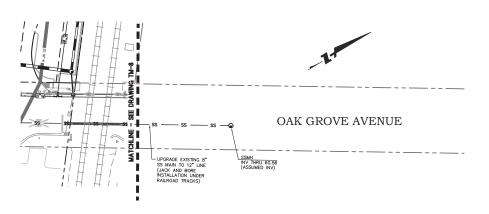
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ROFESSION SOLUTION R. MODELLE NO. 49457 EDP. 09/30/18 \*

PRELIMINARY GRADING PLAN

SCALE: AS SHOWN





NOTE

1. REFER TO TM-8 FOR UTILITY NOTES.

0 30 60
GRAPHIC SCALE

SEE SHEETS TM-1 AND TM-2 FOR NOTES AND LEGENDS



ENGINEERS / SURVEYORS / PLANUER 255 SHORELINE DRIVE, SUITE 200 REDWOOD CITY, CA 94065 650/482-6399 (PAX)

> TENTATIVE MAP STATION 1300 1300 EL CAMINO REAL MENLO PARK, CA

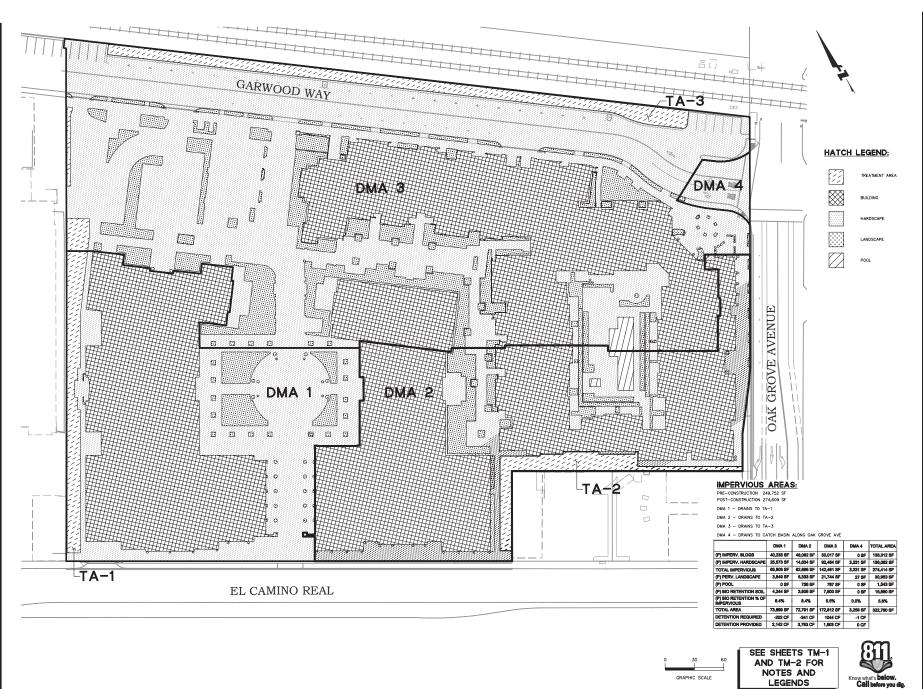
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No. 49457 RD DP: 09/30/18

PRELIMINARY UTILITY PLAN

SCALE: AS SHOWN

TM-8.1



ENGINEERS | SURVEYORS | PLANIERS
25 SHORELING DRIVE, SUITE 200
REDWOOD CITY, CA. 94065
650/482—6390 (FAX)

000 CITY, CA 94085 650/482-6300 0/482-6399 (FAX)

TENTATIVE MAP STATION 1300 1300 EL CAMINO REAL MENLO PARK, CA

ORAWN BY JNC
CHECKED BY JNC/TRM
PROJECT NO 2016/0100

DATE ISSUE

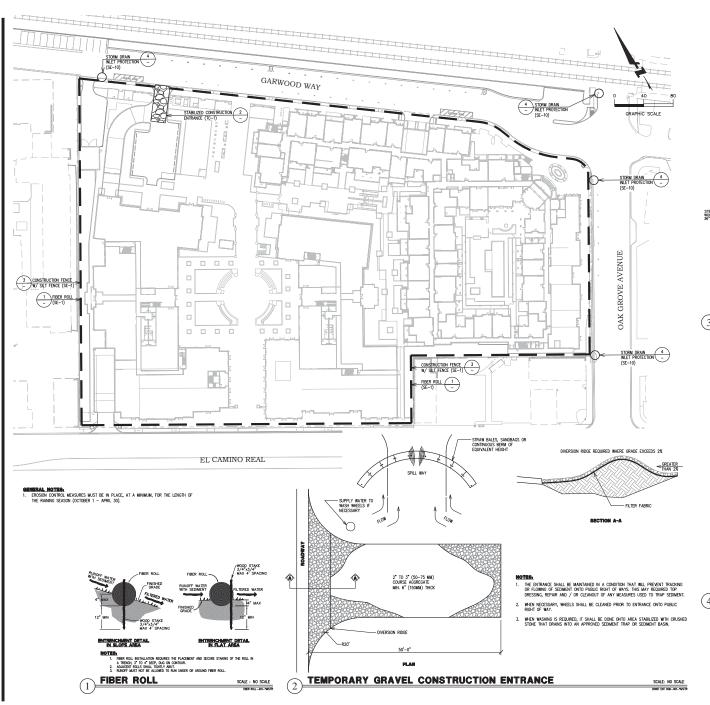
03/29/16 TENTATIVE MAP

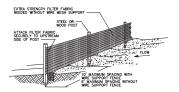
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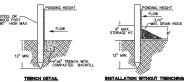
No. 49457 EDP: 09/30/18

PRELIMINARY STORMWATER CONTROL PLAN

SCALE: AS SHOWN





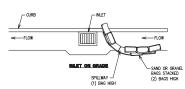


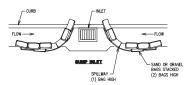
NOTES:

1. SILT FENCE SHALL BE PLACED ON SLOPE TO MAXIMIZE PONDING EFFICIENCY.
2. INSPECT AND REPARE FENCE AFTER EACH STORM LEVEN AND REMOVE SERMENT WHEN NECESSARY. 5' MAXIMUM RECOMMENDED STORMED HEADTH.
3. REMOVED SEDIMENT SHALL BE DEPOSITED IN MA MARZA THAT WILL NOT CONTRIBUTE TO SECURENT OFF-SITE AND COM PERMANENTLY STREAM COM.

SILT FENCE

SCALE : NO SCALE





- CONSTRUCT ON GENTLY SUPPINE STREETS.

  LEAF ROOM UPSTREEM OF BERRIER FOR WATER TO PORD AND SERMENT TO SETTLE.

  LEAF ROOM UPSTREEM OF BEASTER FOR WATER TO PORD AND SERMENT TO SETTLE.

  LEAF LEAF OF THE BEASTER OF BEASTER THE TOR FOR TO SETTLE AS STELLARY. FLOW FROM A SECURITY OF THE CORE.

  REFER TO LESSA STREAMSTREEM SETS MANAGEMENT FRACTICES (BMP) HANDBOOK FOR ADDITIONAL CERSON AND FRACTICES (BMP) HANDBOOK FOR ADDITIONAL CERSON AND FRACTICES (BMP) HANDBOOK FOR ADDITIONAL CERSON FRACTICES (BMP) FRACTICES (BMP) FRACTICES (BMP) FRACTICES (BMP) FRACTICES



SEE SHEETS TM-1 AND TM-2 FOR NOTES AND **LEGENDS** 



 $^{\mathsf{C}}$ TENTATIVE MAP
STATION 1300
st. camino real menlo park, c 1300 EL

HECKED BY JNC/TRM PROJECT NO 20160100 DATE ISSUE

03/29/16 TENTATIVE MAP 08/11/16 PLAN CHECK 11/10/16 PLAN CHECK 12/1/16 PLAN CHECK

No. 49457 EXP. 09/30/18 OF CALLE

PRELIMINARY FROSION CONTROL PLAN

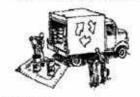
SCALE: AS SHOWN



# Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long

## Materials & Waste Management



- If here and over conleptes of said, for so other production material with turns when you is forecast as if not actively hong used within
- Q the this disa's even-net reclaimed water for short control.

### Histordess Statemate

- Of Left of the witness sections and heavy four waters forth as postodes pasts thinors solvens fiel. of, and antiresse) is accordance with rity, county, state and federal regulations.
- CJ 20cm happeless content also well wasters in helps fulfill containing often more work day or forced wat weather or whise cast or forced.
- "D Follow assemblence's application instructions for last a feet somethic and he careful not to use more from acceptany. Do not apply chemicals surface; when one is forecast within 34 kines
- Account for appropriate disposal of all bacardoos weather

## Wards Missepanions

- If there was a August company expedit with two in the ent of every work day and disonal wet weather
- If Check were deposed opposites frequently for links and to make our fley we sat averifical. Here, have done a dangeter on the
- O Clear or influence and detailed and among the firm frequency for
- Disperse of all revotes and detect properly. Recycle restroids and identer fair can be they died (such as aspiral), concern, aggregant base asstancial, wood, gyp-beard, pope, sto.)
- U Despute of h and resolver from points, thirmers, solvents, after, and Seesing fluids in harneting oracle

# Construction Entrances and Permueter

- O transfer and management ofference operations are to and materials at capatraction outcomes and entit to sufficiently control estimate and related the darger from one and tracking aff one
- 2 June to recome my form uniting monthlessy and record nkeent source to prevent Rether tricking. Here have done severe to deal or building

# Equipment Management & Spill Control



#### Montanage and Perkins

- If Designate as area, filled with appropriate EMFs, for relade and opopuous pathing and storage
- Performance macroscope reper jets, and vehicle and equipment wathing off one.
- Of the facing or which mounteness must be door cours, work in a broated area way from storm dramp and over a drap past or drap cledie hig enough to collect fluids. Records or dispose of fluids as histoedesis waste.
- Call I finduction reprepared through most be described. diversarily water only as a been sidened to a district will and allow new water to not entryptiers, streets, storet drains or curtain waren
- (3) Do not clear velo de to equipment mate many souris. sidents, Registeres, et stanz Dressing equipment.

### Spill Prevention and Control

- Children and the participant of the property of the contract and out letter) we also be a the country than one at all have
- On topographic and examination with the and repair leaks principly. Our dry years to catch leaks mild repair at made
- Characteristics before an electronic and American cleaning marketing a progress
- If De not have down surface where fluids have notled Die dry Cenny welkiels (streeties) materials, cat Drive, mid-ver region
- 3 Sweep up spided dry numerical assumptionally Decean try to wealt them every with water, or bury them.
- Chean up vyall a un dez arese by forgong up with preparly disposing of communitied stall
- D. Ergot agraficas spile assertedly. You are report. to law to report all eignificant releases of incombus materials, suckeding of To recent word. If Doll 211 Governor's Office of Emergency Services Warning Charter, (2003-052)-2559 (34 hines)

# Earthmoving



- If the his pulse are common were
- 2 Metablics of Security Server restall and mantian traightery crouse contrils (such as transca, coprised fabric or bended fifeti hadeddates as accumped from Gustam
- J Ropers capting regeleties only white skethetely accommy, out sent to plant vegetaban for eranan sortial on slages or where construction as a set incombately
- 2 Ayrest industry for magning office and protect proces their solets, gottern. distinct, and dramage courses by contailing and statementing appropriate DMPs, such as filter radio, will places, and asset beauti. gravel bags, beams, etc.
- The property and the storage of the property of to floring trucks un who per in the streets.

### Controving to fixed a

- If my of the following conditions we shareed, but he consecution and repeat the firgured Water Quidly Charlest Buard.
- Opening and consistence shadolinessess by willow
- Abandoned undergreens before
- Abmirmel wells Francis housely debots or crash

# Paving/Asphalt Work



- If wend president and coming to were by worth professials that have not curved Even contacting storm withy constf.
- If there many from union and marked to when applying and cost tack cost disre-sed, ing sail, etc.
- Cities advects as approprietly thospins of excess shrance gravel to said Do NOT every ar week it into gottics.
- De set une water to week flowe Stells arehill sincircle amounted.

### East rulling & Applicit/Concrete Respond O Project morely years; these adjets where new justing. The filter fallent, could be seen asset filters or grand hage to keep stury and of the stone stress revises.

- Officeral, shough or second new art abovy and August of All waste as since as you are finished to min broaden or at the mid of each weak that the bidden in
- Children and the state of the s of his beam off-lettly

### Painting & Paint Removal



#### Painting Cleansp and Kemenal

- 2 Never description or non-posconfumers into a street, golder, storm
- Of for weer-hand paints pass our broken the oten proble, selvine our s down that green to the interture server re you past love a data loos
- A Fig. of Secret pasts, past on broker to the sales woughts and door with forms or solvent is a proper customer. Titles and more thancers and advenues. Dispose of record handly as hapachesis wants
- A free day and for honous became Sex migying and east biarring mer be week was no collected to almost desp data sai is gover of sevenh
- Chemical paint stripping results and chips and that from memory easts or practs containing litted, moreover, or toburolter accept by dispressed of an Antarday's weeks Load loans past renoval regards a state confed nations

# stress outs a becomed markets to be pumped



- most from developing specificacions have be properly managed and deposed. When possible read developing distings to Dedictional acres or neutron source. If Such regard to the senting armer cell your lived was neste transport plant
- Committees on leader throughfully away from all distrated areas
- ☐ When developing, antify and often approved from the local musicipality Relices di estangung water to a street gatter er riems franc Princetone or diversion. through a bases, tank, or seshment trap may be required.
- in the series of known or superiori. determine whether the arrested wears much between Propert granufactor may need to be collected and had off win for Anathers and proper dispose

Landscaping

Concrete, Grout & Mortar

3 Day Spirit, gross militariae met-

13 Wed introporty requirementality

off air or or a designated washest wea, where the water will flow one a

temperary works pall and an emission

suddlying and or onto summaking irra-

Lett care even businessed dispose a few

prevent weakwater from entering storal

fewer Block any of its and vacuum gatest. how washings and pate for a real or

that will prevent include unto the

id. When wetting reposed aggregate,

and depoint of properly

naw has Beer a

gerings

from more diagrap or materially, and me

puglists minim carries to protect them from

Application



- District diskaled lashinging membership fines word and rain by woring these under Lawyre were He supply
- I triack begget commit on yalter and
- Districtions are west reason of any end bly forecast care event or danger wet weather

Storm drain polluters may be liable for fines of up to \$10,000 per day!



S STATION 1300 CAMINO REAL MENLO PARK, TENTATIVE MAP

DATE ISSUE 03/29/16 TENTATIVE MAP 08/11/16 PLAN CHECK

11/10/16 PLAN CHECK

12/1/16 PLAN CHECK

No. 49457

REST MANAGEMENT PRACTICES

AS SHOWN

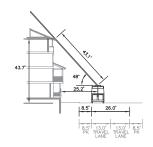


TENTATIVE MAP STATION 1300 1300 EL CAMINO REAL MENLO PARK, CA

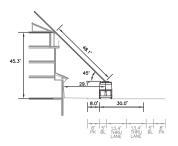


I E ACCESS PLAN

SCALE: AS SHOWN

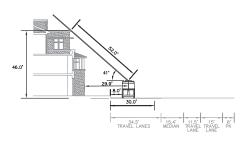


# GARWOOD WAY FIRE STAGING SCALE: NTS

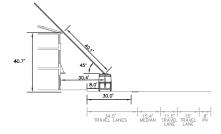


OAK GROVE FIRE STAGING

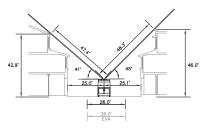
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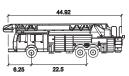
EL CAMINO REAL FIRE STAGING SCALE: NTS



3 EL CAMINO REAL FIRE STAGING SCALE NIS



(5) EVA FIRE STAGING SCALE: NTS



 Fire Truck - Menlo Park
 feet

 Width
 :
 8.25

 Track
 :
 8.25

 Lock to Lock Time
 :
 8.25

 Steering Angle
 :
 25.4

SEE SHEETS TM-1 AND TM-2 FOR NOTES AND LEGENDS



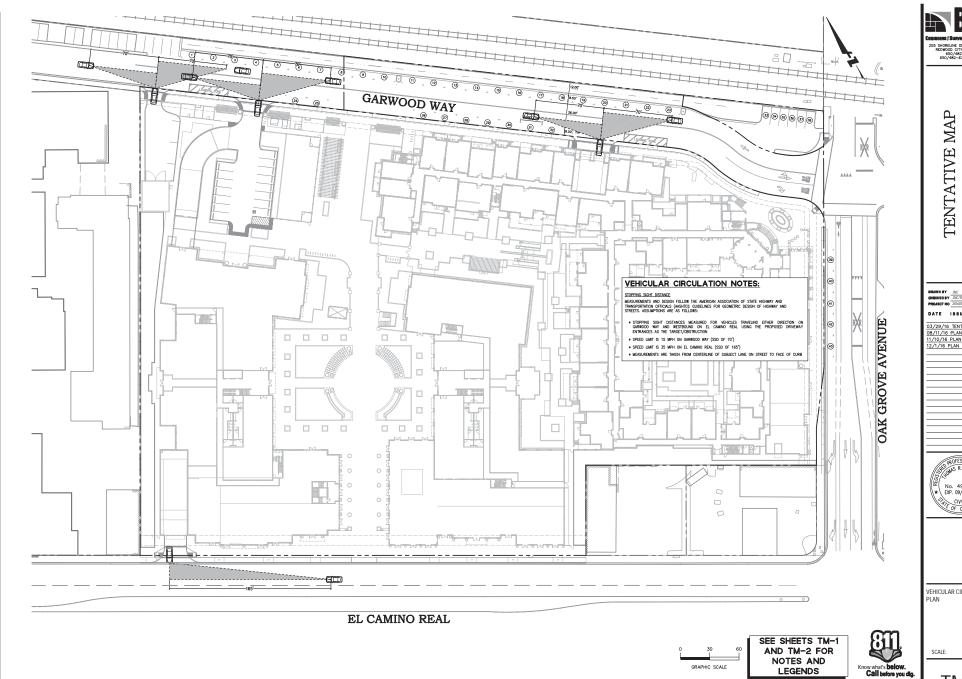
ENGREERS | SURVEYORS | PLANHERS
25 SHORELINE (DRV. SUITE 200
REDWOOD (AVE. - 0.00
650/482-6309 (FAX)

TENTATIVE MAP STATION 1300 1300 EL CAMINO REAL MENLO PARK, CA

ROFESSIONAL SECTION OF THE SECTION O

FIRE ACCESS SECTIONS

SCALE: AS SHOWN



CA STATION 1300 EL CAMINO REAL MENLO PARK, 1300]

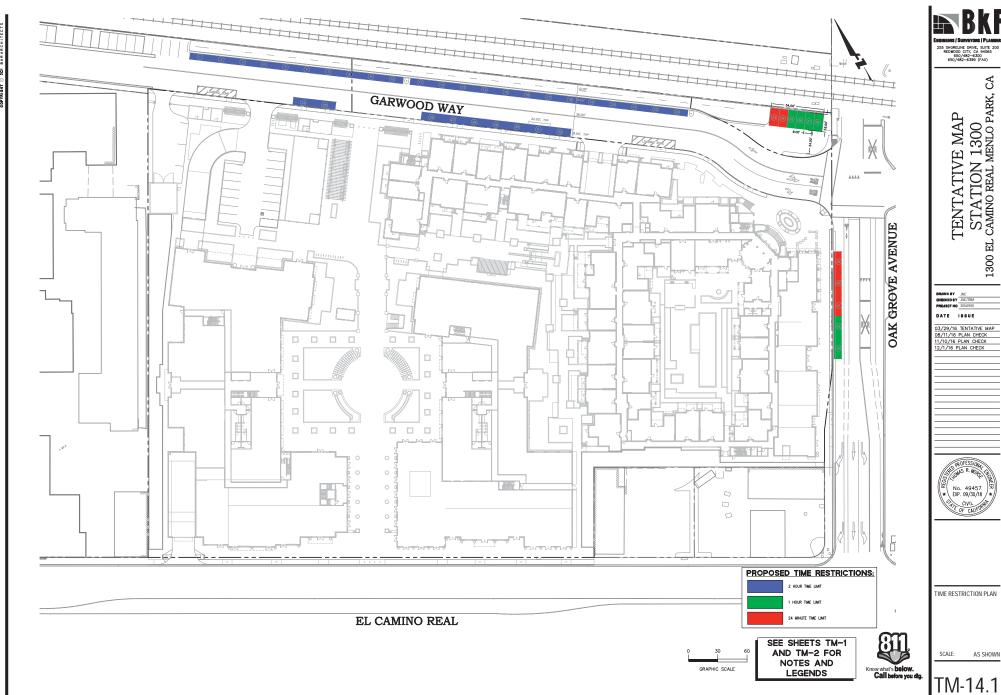
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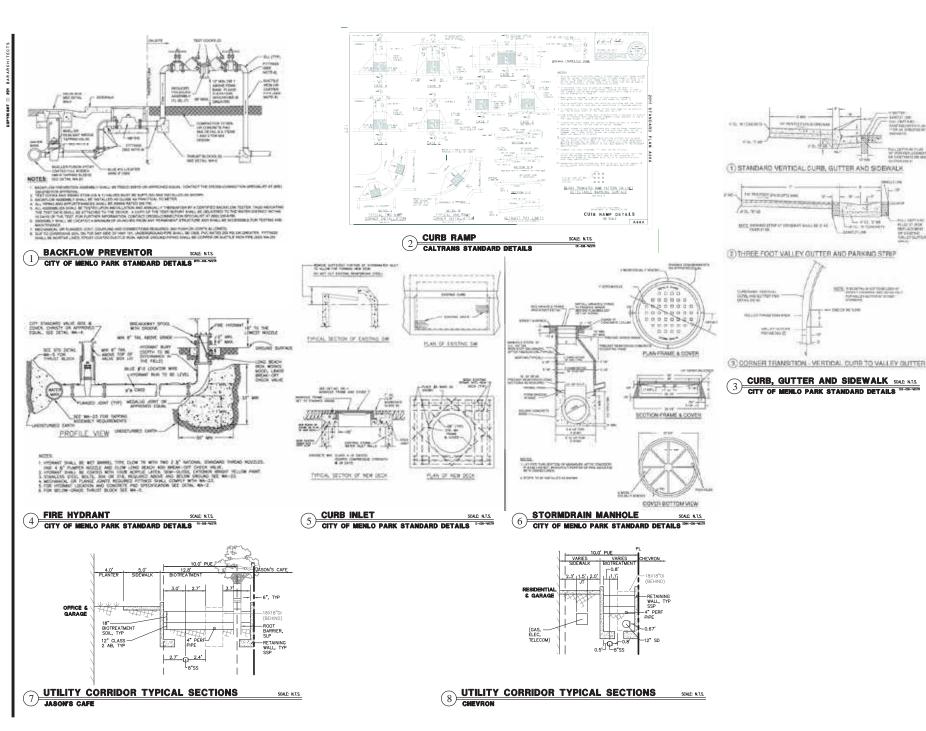
No. 49457 ★ EXP. 09/30/18

VEHICULAR CIRCULATION

AS SHOWN



AS SHOWN





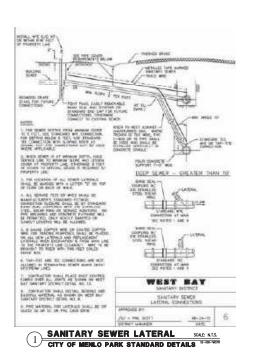
TENTATIVE MAP
STATION 1300
SL CAMINO REAL MENLO PARK, CA

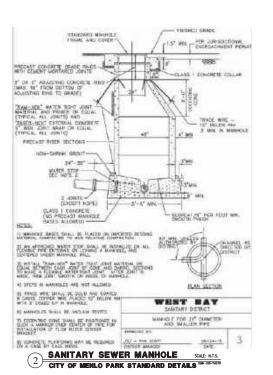
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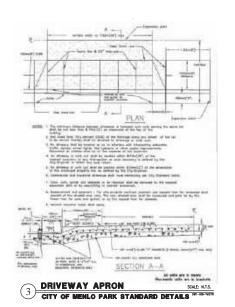
No. 49457 \* EPP. 09/30/18 \*

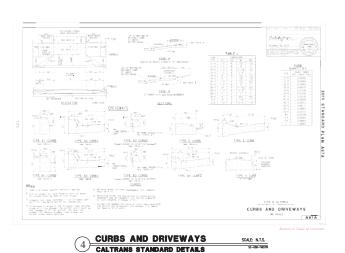
DETAILS

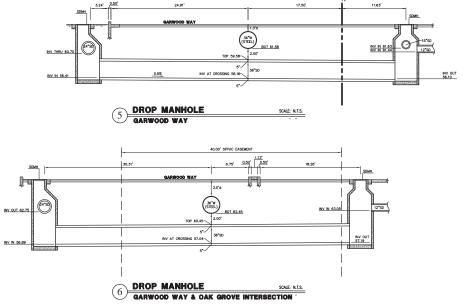
SCALE: AS SHOWN



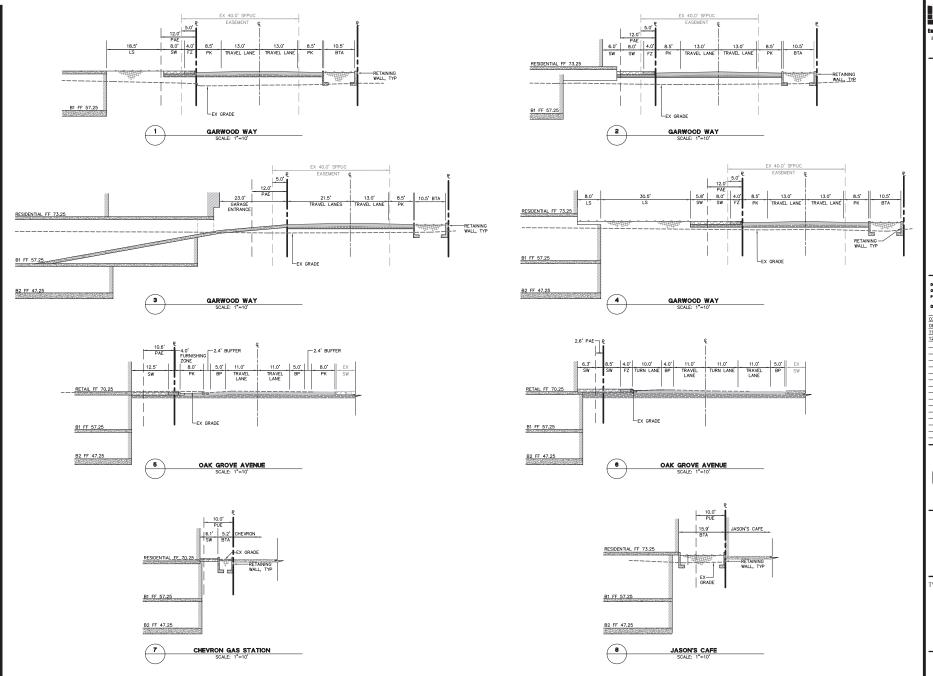












ENGINEERS | SURVEYORS | PLANNERS 255 SHORELME DRIVE, SUITE 200 REDWOOD CITY, CA 9405-650/482-6309 (FAX)

> TENTATIVE MAP STATION 1300 1300 EL CAMINO REAL MENLO PARK, CA

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PROJECT NO 20160100

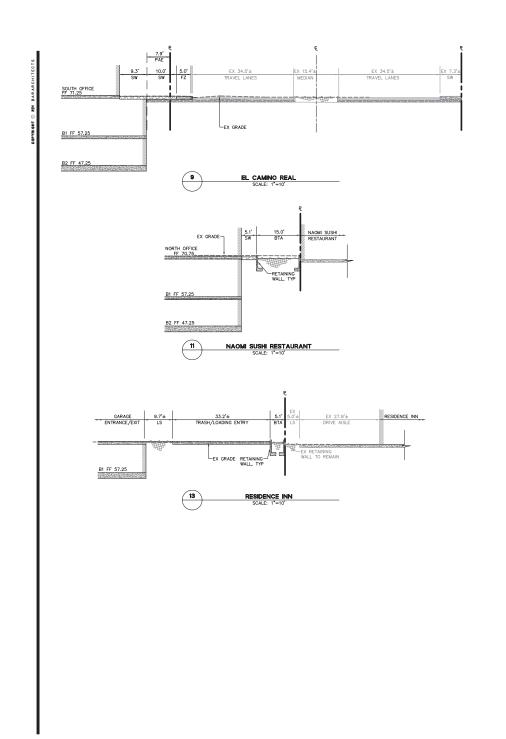
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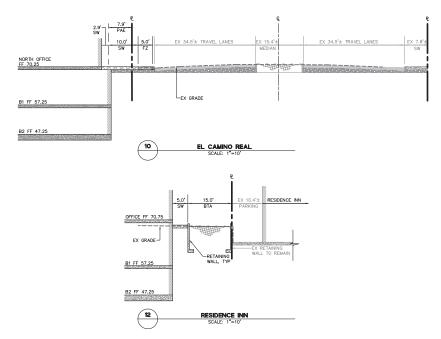
03/29/16 TENTATIVE MAP 08/11/16 PLAN CHECK 11/10/16 PLAN CHECK 12/1/16 PLAN CHECK

No. 49457 \* EPP. 09/30/18 \*

TYPICAL CROSS SECTIONS

SCALE: AS SHOWN





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TENTATIVE MAP STATION 1300 1300 EL CAMINO REAL MENLO PARK, CA

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TYPICAL CROSS SECTIONS

SCALE: AS SHOWN

# Project Description Station 1300

#### Introduction

Several principles underpin Greenheart Land Company's design of Station 1300. Primary was to create a community resource: a place where people eat, shop, recreate, meet friends or just hang out. This necessitates uses and spaces that will draw people in and a setting that will cause them to linger. In addition, we sought to honor the community by adhering to the provisions of the Downtown Specific Plan and to use its Vision Goals as a guiding principle. Further, it was our intent to do so in an environmentally responsible manner.

What has emerged is a transit oriented, mixed-use development at the 1300 El Camino Real/Derry site that will include community serving, residential, and office uses, as well as plazas and open spaces. Most parking will be underground, and site access and egress will be via three points on two public streets.

Station 1300 will invite public use and take full advantage of its proximity to the Caltrain station. The goal is to create centers of activity that will serve the community, residents, and daytime users. Station 1300 will have the daytime population (office users) and evening population (residents) needed to invigorate the downtown and on-site retail areas.

The design of the buildings will draw from the Spanish Eclectic style as interpreted by Pedro de Lemos at Allied Arts and Ramona Street and as reinterpreted at the well-regarded 1600 El Camino Real office building in Menlo Park.

Station 1300 will be a public benefit development with a floor area ratio (FAR) of 150%. The maximum building height will be 48 ft. with façade heights not exceeding 38 ft. (For reference, the heights of the building elements at the condominiums at Merrill and Oak Grove, across the street from the Station 1300 apartments, are 42 ft. to 46 ft.) The development will conform to all the design standards and regulations set forth in the Specific Plan. The numerical parameters of Station 1300 are presented in the accompanying Fact Sheet.

We will implement traffic demand management (TDM) programs to urge residents and office workers out of their cars. Further, we seek to achieve LEED platinum, the top environmental rating, for the office buildings and LEED gold for the residential building.

#### **Circulation and Parking**

Garwood will be extended to connect Glenwood and Oak Grove and will be aligned with Merrill at Oak Grove to facilitate through traffic. This extension of Garwood will provide the missing link between Encinal and Ravenswood and thereby improve access to downtown and the Caltrain station for bicyclists and pedestrians. In addition, new bike routes will be installed on Oak Grove and Garwood.

Parking will primarily be underground with two access points on Garwood and one on El Camino Real (ECR). This will allow distribution of vehicle access and egress between ECR, Glenwood, and Oak Grove, with the use of ECR optional. Of the approximately 991 parking spaces, 17 will be on the surface for visitor convenience. The amount of underground parking required was determined by a shared parking study that recognizes that residents and office workers use parking at different times of the day.

The garage will be user friendly. It will feature open-air staircases to the plazas and pedestrian walkways. In addition, there will be extensive bicycle storage areas with bike repair stations and showers.

#### Plazas and Open Space

Underground parking allows the site to be opened-up to create plazas, gathering places, and other open spaces that will comprise nearly half the site area.

<u>Garwood/Oak Grove Plaza:</u> This will be a high activity area where outdoor café dining and pedestrian access to underground retail parking come together with the large archway entrance to the residential lobby/leasing office that anchors the Garwood/Oak Grove corner. The plaza will face the Caltrain station and bring additional activity to the station area.

<u>Central Plaza:</u> The two "C" shaped buildings embrace a half-acre plaza for public and tenant use. It will serve the tenants, the public, and the businesses facing the plaza. Areas have been provided for outdoor restaurant dining as well as for relaxation and gatherings. The plaza will feature fountains, seating areas, and decorative pavers within a landscaped milieu.

Although the uses of the plaza have not been programmed in detail, it is envisioned that it will be available on a reservation basis to tenants for private gatherings. Public access could be limited at such times. Use by the public for special events will be considered on a case-by-case basis. The plaza is expected to be open for use during normal business hours including those of adjacent restaurants.

<u>Garwood Park:</u> This park will soften the Garwood edge of the office buildings. It is designed for active use and, like the Garwood/Oak Grove plaza, open to the public. It will include a dog play area bounded by a four-foot high fence with a double gate entry system at two locations. It will have a synthetic turf surface that will be designed and maintained pursuant to industry standards. The park will also have tables and benches under a shade trellis along with a drinking fountain and dog water dish nozzle. The park will include a single unisex bathroom. Both the park and the bathroom will be open to public from 8 AM to dusk.

<u>Other Open Spaces:</u> The commercial and residential structures will be separated by broad landscaped areas that will provide not only a visual buffer, but a retreat for quiet relaxation. In addition, the residential building will encircle a private courtyard with a pool, outdoor kitchen, and other areas for resident use. These are described further below.

#### **Community Serving Uses**

Community Serving Uses include the following categories of uses as defined in the Specific Plan, Section H, and permitted in the ECR NE-R zone (where the proposed development is located).

- D. Banks and other financial institutions
- E. Business services
- G. Eating and drinking establishments
- J. Offices, business and professional (limited to a single real estate office of no more than 2,500 SF)
- L. Personal improvement services
- M. Personal services
- N. Retail sales

Community Serving uses at Station 1300 will be a minimum of 18,600 sf to a maximum of 28,600 sf and located in the following areas:

- Ground floor of residential building on Oak Grove: about 7,500 sf
- Ground floor of office buildings on ECR: minimum of about 11,100 sf to maximum of about 21,100 sf

It is Greenheart's goal to have one or more restaurants on ECR that will flow into the Central Plaza dining area. Oak Grove is seen as a possible location for specialty foods and a casual restaurant at the Oak Grove Plaza.

#### Residences

There will be about 183 rental units. Of these, there will be 20 below market rate (BMR) units. Fourteen of the BMR units will be at the City's defined low income level (as per BMR Guidelines) while the other six BMR units will be designated as "workforce" housing. The latter units would be leased at rents affordable for persons at 100 percent of median income, with eligibility to include persons up to moderate (120 percent of median) income. (The types of units are specified in the Development Agreement.)

The market rate rental units will provide housing that is much more affordable than condos or other "for sale" housing in Menlo. The target market for the Residences at Station 1300 is young-professionals, a demographic that is currently under

represented in Menlo Park. The apartments are also expected to appeal to downsizers who desire to walk to restaurants, shopping and transit.

The Residences at Station 1300 will have a mix of one-bedroom (54%), two-bedroom (42%), and three-bedroom (4%) units. The design and scale of the apartments (average size 893 sf.) and the amenities will cater to young professionals. With an average unit size is less that 900 SF, there is very limited appeal to families with children. Our experience and market data show that there will be very few school aged children in these units.

The Oak Grove wing of the residential building will encircle a highly landscaped residents only courtyard that will include a 25-yard lap pool and an outdoor kitchen, and areas for lounging and entertaining. The indoor common amenity area and leasing office are adjacent. In addition, most residents will have private decks or patios.

#### **Offices**

Two high-quality Class A+ three story office buildings are designed to accommodate both tech users who prefer an open office layout and professional office users who prefer private perimeter offices. The buildings will also meet the needs of large as well as small tenants. In accordance with the terms of the Development Agreement, special efforts will be made to market space to incubator/accelerator/co-working entities. Depending on the amount of community serving uses, the office use will total between about 192,000 and 203,000 SF.

On the public street facing facades, the third floor will be set back and feature decks. The ground floor office spaces will be built to enable direct connections onto the plaza to facilitate the indoor/outdoor experience, as well as active use of the plaza for gatherings and events.

#### **Traffic Demand Management (TDM)**

The Greenheart TDM programs provide disincentives to driving (such as fees for parking) as well as incentives to use alternatives to single occupancy auto commuting. These will include such measures as free Caltrain Go-Passes to all office tenants and residents (which permits 24/7 free Caltrain access), on-site zip cars, showers and secure parking for bicyclists, and so forth.

#### **Sustainability**

The office buildings have a goal of LEED Platinum certification and the residential building will have LEED Gold certification. The rooftops of each building will have the maximum number of photovoltaic solar panels practical.

# Station 1300 Summary Fact Sheet November, 2016

%	Number
53.6%	98
42.1%	77
4.4%	8
100%	183
	53.6% 42.1%

Buildings		Size (SF)	Size (SF)
Residential			
Apartments		199,031	N/A
<b>Ground Floor Community Serving</b>	_	7,393	N/A
Total	=	206,424	N/A
Commercial			
Office (Max to Min)		201,272	190,872
Community Serving Uses	(Min to Max)	11,217	21,617
Total	<del>-</del>	212,489	212,489

Parking		Spaces
Community Serving		100
Office		662
Residential		229
Total		991
	Underground	974
	Surface	17

Parking requirements calculated using ULI Shared Parking analysis & metrics

Section	Standard or Guideline	Requirement	<u>Evaluation</u>
E.3.1 Deve	lopment Intensit	V	
E.3.1.01	Standard	Business and Professional office (inclusive of medical and dental office) shall not exceed one half of the base FAR or public benefit bonus FAR, whichever is applicable.	Complies: Real Estate "Leasing Office" sq. footage counts toward project office area.  Refer to Area Summary on A0.1.  Total FAR Allowed/Proposed = 420,404/419,429  Total Office FAR Allowed/Proposed= 210,203/203,772
E.3.1.02	Standard	Medical and Dental office shall not exceed one third of the base FAR or public benefit bonus FAR, whichever is applicable.	Complies: No Medical or Dental proposed.
E.3.2 Heigh			
E.3.2.01	Standard	Roof-mounted mechanical equipment, solar panels, and similar equipment may exceed the maximum building height, but shall be screened from view from publicly-accessible spaces.	Complies: Refer to line-of-sight diagrams on sheet A6.01a. Views taken from prominent public locations on Garwood Way, the adjacent train station, Oak Grove Ave. and El Camino Real. Roof top projections and building profile geometry are dimensioned in aforementioned views. Cement plaster screening walls around office building mechanical equipment do not exceed 4 feet above 48-foot maximum height as dimensioned on site section A6.01.1 and A6.01.2.
E.3.2.02	Standard	Vertical building projections such as parapets and balcony railings may extend up to 4 feet beyond the maximum façade height or the maximum building height, and shall be integrated into the design of the building.	Complies: Refer to sections and elevations on sheets A6.10, A6.11, A6.12, and A6.13. Detail 3 on A6.12 and 5 on A6.13 show building profile lines beyond to illustrate the way in which the building profile line interacts with the parapet. Additionally, see developed, dimensioned details of parapet and eaves on sheet A6.16 and A6.17. Tower elements at entry meet 52' maximum height for parapets and similar vertical projections.
E.3.2.03	Standard	Rooftop elements that may need to exceed the maximum building height due to their function, such as stair and elevator towers, shall not exceed 14 feet beyond the maximum building height. Such rooftop elements shall be integrated into the design of the building.	Complies: Refer to dimensioned sections on sheets A6.01 and A6.01a. Rooftop elements, including stair and elevator towers on this project do not exceed 8'-10' (less than the 14' maximum allowable) beyond the maximum building height. Also, residential elevator tower set back from façade per A6.12 and minimally visible.
E.3.3 Setba	icks and Project	ions within Setbacks	
E.3.3.01	Standard	Front setback areas shall be developed with sidewalks, plazas, and/or landscaping as appropriate.	Complies: Refer to A4.01, A4.04, A4.05 and Landscape Plans.
E.3.3.02	Standard	Parking shall not be permitted in front setback areas.	Complies: Most parking is underground, and the small rear parking lot is not within the Garwood Way front setback.

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Section	Standard or	Requirement	Evaluation
	Guideline		
E.3.3.03	Standard	In areas where no or a minimal setback is required, limited setback for store or lobby entry recesses shall not exceed a maximum of 4-foot depth and a maximum of 6-foot width.	Not Applicable: ECR NE-R is not a no/minimal setback zone.
E.3.3.04	Standard	In areas where no or a minimal setback is required, building projections, such as balconies, bay windows and dormer windows, shall not project beyond a maximum of 3 feet from the building face into the sidewalk clear walking zone, public right-of-way or public spaces, provided they have a minimum 8-foot vertical clearance above the sidewalk clear walking zone, public right-of-way or public space.	Not Applicable: ECR NE-R is not a no/minimal setback zone.
E.3.3.05	Standard	In areas where setbacks are required, building projections, such as balconies, bay windows and dormer windows, at or above the second habitable floor shall not project beyond a maximum of 5 feet from the building face into the setback area.	Complies: Refer to building sections on A6.10, A6.11, A6.12 and A6.13. Dimensions and labels are included on building sections. Balcony and awning projects at or above the second floor project 3'-0" – 5'-0" from building face into setback area.
E.3.3.06	Standard	The total area of all building projections shall not exceed 35% of the primary building façade area. Primary building façade is the façade built at the property or setback line.	<b>Complies:</b> Refer to sheets A4.01, A4.04 and A4.05 for diagrams and calculations outlining building projections do not exceed 35% of the primary building façade.
E.3.3.07	Standard	Architectural projections like canopies, awnings and signage shall not project beyond a maximum of 6 feet horizontally from the building face at the property line or at the minimum setback line. There shall be a minimum of 8-foot vertical clearance above the sidewalk, public right-of-way or public space.	<b>Complies:</b> Refer to building sections on A6.10, A6.11, A6.12 and A6.13.In addition to dimensions on these sheets, refer to sheets A4.01, A4.04 and A4.05 with diagrams and calculations.
E.3.3.08	Standard	No development activities may take place within the San Francisquito Creek bed, below the creek bank, or in the riparian corridor.	Not Applicable: Project site is not near the San Francisquito Creek.
	ing and Modulat		
	Iding Breaks		OBarrier Defendent A 4 04
E.3.4.1.01	Standard	The total of all building breaks shall not exceed 25 percent of the primary façade plane in a development.	Complies: Refer to sheets A.4.01, A4.04, A4.05 and A5.03, drawing number 3 and 2 for building break calculations as they relate to modulations and primary facades. Building breaks do not exceed 25% of primary façades.
E.3.4.1.02	Standard	Building breaks shall be located at ground level and extend the entire building height.	Complies: Refer to sheet A4.01. The central break on El Camino Real does include an arch/sign element, supported by walls, but staff believes the lightness and decorative nature of this feature comply with the building break requirement.

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	Standard or	<u>Requirement</u>	<u>Evaluation</u>
	<u>Guideline</u>		
E.3.4.1.03	Standard	In all districts except the ECR-SE zoning district, recesses that function as building breaks shall have minimum dimensions of 20 feet in width and depth and a maximum dimension of 50 feet in width. For the ECR-SE zoning district, recesses that function as building breaks shall have a minimum dimension of 60 feet in width and 40 feet in depth.	Complies: Refer to sheets A4.01 and A5.03
E.3.4.1.04	Standard	Building breaks shall be accompanied with a major change in fenestration pattern, material and color to have a distinct treatment for each volume.	Complies: Refer to sheet A4.01, A4.04 and A4.05. At ECR, the two buildings are composed of major changes in fenestration, material and color. The north office building consists of a light, off-white cement plaster finish, arched windows with burnt red metal trim, and squared-articulation of ground floor retail facades/entrances. In contrast, the south office building consists of a warm, beige cement plaster finish, a cast-stone central bay, 90-degree window profiles with a dark bronze metal trim finish and a pattern of arcades and rounded window profiles at ground floor retail facades / entrances. The north office building central bay windows are articulated as separate punched openings on level 1 and 2, while the south office building central bay windows are detailed to suggest a series of double height windows.  At the residential building, building breaks occur at the corner of Oak Grove Ave. and Garwood Way. This corner of the development is a public plaza and residential entry sequence oriented toward the train station. Fenestration, material and color respond to the deep setback and public interface here by differentiating themselves from the flanking building wings. Specifically, a grand glazed, double-height arched entrance portal provides a distinct feature. Directly above, a double-height open breezeway serves as upper story circulation. It allows a unique glimpse through the building and out to the sky and courtyard beyond.
E.3.4.1.05	Standard	In all districts except the ECR-SE zoning district, building breaks shall be required	Complies: Refer to sheet A4.01, A4.04, A4.05.

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Section	Standard or	Requirement	Evaluation
	Guideline	<u> </u>	
E.3.4.1.06		In the ECR-SE zoning district, and consistent with Table E4 the building breaks shall:  Comply with Figure E9; Be a minimum of 60 feet in width, except where noted on Figure E9; Be a minimum of 120 feet in width at Middle Avenue; Align with intersecting streets, except for the area between Roble Avenue and Middle Avenue; Be provided at least every 350 feet in the area between Roble Avenue and Middle Avenue; where properties under different ownership coincide with this measurement, the standard side setbacks (10 to 25 feet) shall be applied, resulting in an effective break of between 20 to 50 feet.  Extend through the entire building	Not Applicable: Project is not in the ECR SE zoning district.
		height and depth at Live Oak Avenue, Roble Avenue, Middle Avenue, Partridge Avenue and Harvard Avenue; and Include two publicly-accessible building breaks at Middle Avenue and Roble Avenue.	
E.3.4.1.07	Standard	In the ECR-SE zoning district, the Middle Avenue break shall include vehicular access; publicly-accessible open space with seating, landscaping and shade; retail and restaurant uses activating the open space; and a pedestrian/bicycle connection to Alma Street and Burgess Park. The Roble Avenue break shall include publicly-accessible open space with seating, landscaping and shade.	Not Applicable: Project is not in the ECR SE zoning district.
E.3.4.1.08	Guideline	In the ECR-SE zoning district, the breaks at Live Oak, Roble, Middle, Partridge and Harvard Avenues may provide vehicular access.	Not Applicable: Project is not in the ECR SE zoning district.
	ade Modulation		
E.3.4.2.01	Standard	Building façades facing public rights-of- way or public open spaces shall not exceed 50 feet in length without a minor building façade modulation. At a minimum of every 50' façade length, the minor vertical façade modulation shall be a minimum 2 feet deep by 5 feet wide recess or a minimum 2 foot setback of the building plane from the primary building façade.	Complies: Refer to A4.01, A4.04, A4.05, A4.06, and A5.03. The Garwood Way frontage includes building elements that provide a defined street edge and presence and screen the surface parking lot, while also welcoming the public into the park area.

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Section	Standard or	Requirement	<u>Evaluation</u>
	Guideline		
E.3.4.2.02	Standard	Building façades facing public rights-of-way or public open spaces shall not exceed 100 feet in length without a major building modulation. At a minimum of every 100 feet of façade length, a major vertical façade modulation shall be a minimum of 6 feet deep by 20 feet wide recess or a minimum of 6 feet setback of building plane from primary building façade for the full height of the building. This standard applies to all districts except ECR NE-L and ECR SW since those two districts are required to provide a building break at every 100 feet.	Complies: Refer to A4.01, A4.04 and A4.05 and documentation on sheets A4.06 and A5.03.
E.3.4.2.03	Standard	In addition, the major building façade modulation shall be accompanied with a 4-foot minimum height modulation and a major change in fenestration pattern, material and/or color.	Complies: Refer to plans and documentation (color and material key notes) on sheets A4.01, A4.04, A4.05 and A5.03. The major modulation on the south office building on ECR (the middle bay) is a stone-clad bay with large windows articulated to appear as double height openings. Similarly, the major modulation at Oak Grove is designed as a stone-clad modulation for the full height of the building modulation.
E.3.4.2.04	Guideline	Minor façade modulation may be accompanied with a change in fenestration pattern, and/or material, and/or color, and/or height.	Complies: Refer to A4.01, A4.04 and A4.05. Minor façade modulations are accompanied by changes in height, roofing articulation/geometry and material, and color of adjacent building facades. At the office buildings, the minor modulations are accompanied with unique door protection treatment (awnings), window sizes, and roof profiles.
E.3.4.2.05	Guideline	Buildings should consider sun shading mechanisms, like overhangs, <i>bris soleils</i> and clerestory lighting, as façade articulation strategies.	Complies: Buildings utilize overhangs, awnings, trellis structures, and clerestory lighting as façade articulation strategies. Refer to elevations with color and material call-outs on sheets A4.01, A4.04 and A4.05 for awnings, canopies and clerestories. Per architect, all ground floor retail spaces are designed with tall storefront glazing and provide an upper portion of operable clerestory windows.
	Iding Profile		
E.3.4.3.01	Standard	The 45-degree building profile shall be set at the minimum setback line to allow for flexibility and variation in building façade height within a district.	Complies: Refer to building sections on A6.10, A6.11, A6.12 and A6.13 and plans and sections on sheets A4.05 and A6.13. The minimum and maximum setbacks on Garwood Way are being measured from an existing SFPUC easement.

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Section	Standard or	Requirement	Evaluation
Occilon	<u>Guideline</u>		Evaluation
E.3.4.3.02	Standard	Horizontal building and architectural projections, like balconies, bay windows, dormer windows, canopies, awnings, and signage, beyond the 45-degree building profile shall comply with the standards for Building Setbacks & Projection within Setbacks (E.3.3.04 to E.3.3.07) and shall be integrated into the design of the building.	Complies: Refer to detailed sections (including building profiles beyond) on sheets A6.14, A6.15 and A6.16 as well as details on A6.18. The 45 degree angle intersects the roof sheathing and complies with a horizontal projection allowance of 4'-0". Projections have been integrated into the building design.
E.3.4.3.03	Standard	Vertical building projections like parapets and balcony railings shall not extend 4 feet beyond the 45-degree building profile and shall be integrated into the design of the building.	Complies: Refer to detailed sections (including building profiles beyond) on sheets A6.14, A6.15 and A6.16 as well as details on A6.18. The 45 degree angle intersects the roof sheathing and complies with a horizontal projection allowance of 4'-0". Projections have been integrated into the building design.
E.3.4.3.04	Standard	Rooftop elements that may need to extend beyond the 45-degree building profile due to their function, such as stair and elevator towers, shall be integrated into the design of the building.	<b>Complies:</b> Refer to A6.01 and A6.01.1, which illustrate elevator overruns and stair penthouses as subtle extensions of building massing.
	er Story Façade		<u></u>
E.3.4.4.01	Standard	Building stories above the 38-foot façade height shall have a maximum allowable façade length of 175 feet along a public right-of-way or public open space.	Generally Complies: Dimensions and labels are shown on the Office floor plan level 3, sheet A2.C03 for the South Office Building, and on Specific Plan Standards Compliance Diagram on sheet A4.01.  See exterior elevations at public right of ways, sheet A4.06 for Garwood Way and Oak Grove Avenue, For the Oak Grove/Garwood corner, there is some ambiguity since the Specific Plan does not clearly address such configurations. The plan configuration treats the corner like another facade element that does not face either street directly and therefore could be considered a separate facade. Staff believes this is a reasonable interpretation.
	nd Floor Treatmoor Treatmo	ent, Entry and Commercial Frontage	
E.3.5.01	Standard	The retail or commercial ground floor shall be a minimum 15-foot floor-to-floor height to allow natural light into the space.	<b>Complies</b> : Refer to building sections on A6.01.
E.3.5.02	Standard	Ground floor commercial buildings shall have a minimum of 50% transparency (i.e., clear-glass windows) for retail uses, office uses and lobbies to enhance the visual experience from the sidewalk and street. Heavily tinted or mirrored glass shall not be permitted.	Complies: Refer to diagrams for all street-facing commercial frontages on sheets A4.02a and A4.02b. The ground floor transparency is 52% at the north office commercial space, 57% at the south office commercial space, and 60% at the Oak Grove Ave. commercial space.

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Section	Standard or	Requirement	Evaluation
	Guideline		
E.3.5.03	Guideline	Buildings should orient ground-floor retail uses, entries and direct-access residential units to the street.	Complies: Refer to elevations on A4.01, A4.04 and A4.05. The residential units on Garwood Way are oriented to the street by way of a direct entry connection, a raised stoop, or deck, facing the street. All ground floor retail spaces at Oak Grove Ave. and ECR provide direct access and storefront windows to the adjacent sidewalks and streets.
E.3.5.04	Guideline	Buildings should activate the street by providing visually interesting and active uses, such as retail and personal service uses, in ground floors that face the street. If office and residential uses are provided, they should be enhanced with landscaping and interesting building design and materials.	Complies: Refer to elevations on A4.01, A4.04, A4.05, and Landscape Plans. The large commercial storefronts are designed to activate the street by opening up and spilling activity out onto the adjacent sidewalk, including with outdoor seating at potential restaurants, market stalls, large, folding doors to encourage a more porous blending of inside and out. Large potted plantings and trees are sprinkled throughout the ground floor commercial frontage for further visual interest and variety.
E.3.5.05	Guideline	For buildings where ground floor retail, commercial or residential uses are not desired or viable, other project-related uses, such as a community room, fitness center, daycare facility or sales center, should be located at the ground floor to activate the street.	Not Applicable: All ground-floor uses are retail, commercial, or residential.
E.3.5.06	Guideline	Blank walls at ground floor are discouraged and should be minimized. When unavoidable, continuous lengths of blank wall at the street should use other appropriate measures such as landscaping or artistic intervention, such as murals.	Complies: Refer to elevations and renderings. Blank walls are minimized and occur only in areas screened by landscape and trellis structures. The few areas of blank walls at the ground floor do not face any public streets or public right of way.
E.3.5.07	Guideline	Residential units located at ground level should have their floors elevated a minimum of 2 feet to a maximum of 4 feet above the finished grade sidewalk for better transition and privacy, provided that accessibility codes are met.	Complies: Residential decks, or stoops, are provided at +2'-3' above sidewalk grade depending on location. Refer to elevation 1 on A4.06.
E.3.5.08  Building Er	Guideline	Architectural projections like canopies and awnings should be integrated with the ground floor and overall building design to break up building mass, to add visual interest to the building and provide shelter and shade.	Complies: Refer to building elevations. All ground floor commercial spaces incorporate architectural projections including canopies and awnings. They add visual interest, break up the building massing, provide shelter and per CALGreen are a required measure for door protection to avoid water intrusion. On the upper stories, clay tile roof eaves and wood trellis structures provide visual interest, breaks in building massing, and shade/shelter in the language of colonial, mission-style architecture.

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Section	Standard or	Requirement	Evaluation
<del>Jection</del>	<u>Guideline</u>	requirement	<u> Lvaluation</u>
E.3.5.09	Standard	Building entries shall be oriented to a public street or other public space. For larger residential buildings with shared entries, the main entry shall be through prominent entry lobbies or central courtyards facing the street. From the street, these entries and courtyards provide additional visual interest, orientation and a sense of invitation.	Complies: Refer to building elevations, first floor plans and perspectives. The north and south office building entrances are oriented to the main public plaza in the development, although the arched central entry provides a clear path from ECR. The community-serving spaces at both office buildings are oriented directly toward ECR. The main residential entrance is oriented toward the public plaza and intersection of Oak Grove Ave. and Garwood Way, directly across from the Cal Train Station. The commercial entries on Oak Grove Avenue are oriented directly toward the street.
E.3.5.10	Guideline	Entries should be prominent and visually distinctive from the rest of the façade with creative use of scale, materials, glazing, projecting or recessed forms, architectural details, color, and/or awnings.	Complies: Refer to elevations on A4.01, A4.04 and A4.05 and perspective renderings.
E.3.5.11	Guideline	Multiple entries at street level are encouraged where appropriate.	Complies: Refer to A4.01, A4.04 and A4.05.
E.3.5.12	Guideline	Ground floor residential units are encouraged to have their entrance from the street.	Complies: Refer to A4.05.
E.3.5.13	Guideline	Stoops and entry steps from the street are encouraged for individual unit entries when compliant with applicable accessibility codes. Stoops associated with landscaping create inviting, usable and visually attractive transitions from private spaces to the street.	Complies: Refer to A4.05.
E.3.5.14	Guideline	Building entries are allowed to be recessed from the primary building façade.	Complies: Refer to floor plans, A6.15, and A6.16. Glazing at building entries would be recessed 6 to 8 inches from the adjacent façade. Office building entries also have entry canopies.
	al Frontage		<b>1        </b>
E.3.5.15	Standard	Commercial windows/storefronts shall be recessed from the primary building façade a minimum of 6 inches	Complies: Refer to detail 3/A6.14 for the 6-inch recess at commercial storefront windows at the office buildings. Refer to enlarged sections on sheets A6.10, A6.11 and A6.12 for enlarged sections as ECR and Oak Grove Avenue façades showing recesses of 6 to 12 inches depending on location.
E.3.5.16	Standard	Retail frontage, whether ground floor or upper floor, shall have a minimum 50% of the façade area transparent with clear vision glass, not heavily tinted or highly mirrored glass.	Complies: Refer to sheets A4.02a and A4.02b for Commercial Frontage and Ground Floor Transparency at storefronts. Clear vision glass makes up 52% of north office building retail frontage on ECR, 57% of south office building retail frontage on ECR, and 61% of residential building retail frontage on Oak Grove Ave. Also refer to glass samples.

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Section	Standard or Guideline	Requirement	<u>Evaluation</u>
E.3.5.17	Guideline	Storefront design should be consistent with the building's overall design and contribute to establishing a well-defined ground floor for the façade along streets.	Complies: Refer to elevations on A4.01, A4.04 as well as A6.12 and A6.16. Storefront glazing would be subdivided in varied patterns depending on location on façade that reference other windows on the structure. Wide and narrow mulled sections of glazing, or muntin bars, are suggested by the drawings as well as wide stiles and rails at some store entry doors.
E.3.5.18	Guideline	The distinction between individual storefronts, entire building façades and adjacent properties should be maintained.	<b>Complies:</b> There is a flexible framework for multiple tenants or a singular tenant at all scales.
E.3.5.19	Guideline	Storefront elements such as windows, entrances and signage should provide clarity and lend interest to the façade.	<b>Complies</b> : Refer to elevations and perspective drawings.
E.3.5.20	Guideline	Individual storefronts should have clearly defined bays. These bays should be no greater than 20 feet in length. Architectural elements, such as piers, recesses and projections help articulate bays.	Complies: Refer to sheets A4.02a and A4.02b for Commercial Frontage and Ground Floor Transparency at storefronts. Storefront glass bays average 18'-0" in length.
E.3.5.21	Guideline	All individual retail uses should have direct access from the public sidewalk. For larger retail tenants, entries should occur at lengths at a maximum at every 50 feet, consistent with the typical lot size in downtown.	Complies: Refer to elevations on A4.01 and A6.12.
E.3.5.22	Guideline	Recessed doorways for retail uses should be a minimum of two feet in depth. Recessed doorways provide cover or shade, help identify the location of store entrances, provide a clear area for outswinging doors and offer the opportunity for interesting paving patterns, signage and displays.	Partially Complies: Refer to detail 3/A6.14 for the 6-inch recess at commercial storefront windows at the office buildings. Refer to enlarged sections on sheets A6.10, A6.11 and A6.12 for enlarged sections as ECR and Oak Grove Avenue façades showing recesses of 6 to 12 inches depending on location. Entries at these locations are align with the storefronts; therefore have the same depth of recess. Awnings and canopies would be provided for protection at some retail doorways. However, some retail doorways at storefronts are not shown recessed 2 feet minimum. At some retail entry locations there would be awnings to provide shelter for out swing doors, but for the three arched openings with store entries at each end of the south office building there would be an 8-inch recess. There does not seem a reason why the storefront/entry at these locations could not be recessed further to meet the 2-foot minimum. Staff intends to explore potential revisions/conditions to either result in full compliance or an explanation as to why compliance is not feasible.

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Section	Standard or Guideline	Requirement	<u>Evaluation</u>
E.3.5.23	Guideline	Storefronts should remain un-shuttered at night and provide clear views of interior spaces lit from within. If storefronts must be shuttered for security reasons, the shutters should be located on the inside of the store windows and allow for maximum visibility of the interior.	<b>TBD:</b> To be verified with future building permits and enforced as needed on a complaint basis.
E.3.5.24	Guideline	Storefronts should not be completely obscured with display cases that prevent customers and pedestrians from seeing inside.	<b>TBD:</b> To be verified with future building permits and enforced as needed on a complaint basis.
E.3.5.25	Guideline	Signage should not be attached to storefront windows.	<b>TBD:</b> To be verified with future building/signage permits and enforced as needed on a complaint basis.
E.3.6 Open	Space		
E.3.6.01	Standard	Residential developments or Mixed Use developments with residential use shall have a minimum of 100 square feet of open space per unit created as common open space or a minimum of 80 square feet of open space per unit created as private open space, where private open space shall have a minimum dimension of 6 feet by 6 feet. In case of a mix of private and common open space, such common open space shall be provided at a ratio equal to 1.25 square feet for each one square foot of private open space that is not provided.	Complies: Refer to the (colored) Site Area Diagram on A3.01 and the open space calculations on the Project Data Sheet A0.1. The project provides a mix of private and common open space, with said common open space provided at a ratio of 1.25 square feet to each one square foot of private open space not provided.  Common open space required for this project = 183 units x 100sf = 18,300sf.  Common. open space proposed = 14,982 sf (18,300-14,982) x 1.25 = 4,148sf  Open space mix required = 19,130sf  Open space mix proposed = 25,240sf 25,240sf > 19,130sf  The area chart on sheet A3.00 indicates residential common open space as 31,235 square feet and residential private open space as 7,885 square feet. Per count 51 units would have private open space.
E.3.6.02	Standard	Residential open space (whether in common or private areas) and accessible open space above parking podiums up to 16 feet high shall count towards the minimum open space requirement for the development.	Complies: Residential open spaces are within 3 feet of ground level.
E.3.6.03	Guideline	Private and/or common open spaces are encouraged in all developments as part of building modulation and articulation to enhance building façade.	Complies: Refer to E3.6.01 for open space calculations, landscape site plan and elevations. Private open spaces help articulate building modulations in the form of stoops, or decks, and patios on level 1 and balconies (larger than 6'x6') at levels 2, 3 and 4. Common open spaces facilitate the building articulation at the mews, or commons, between residential and office buildings.

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Section	Standard or	<u>Requirement</u>	<u>Evaluation</u>
E.3.6.04	Guideline Guideline	Private development should provide	Complies: Refer to Area and Site Plans
		accessible and usable common open space for building occupants and/or the general public.	on A1.1 and A1.2. All common, private, and public open space is accessible per the 2013 California Building Code and ADA. The project proposes over 90,000 sf of usable open space, including Oak Grove Plaza, Office Plaza, and a Games Court/Plaza along Garwood. These spaces are intended for the general public as well as residents and tenants of the project.
E.3.6.05	Guideline	For residential developments, private open space should be designed as an extension of the indoor living area, providing an area that is usable and has some degree of privacy.	denerally Complies: The private space at residential units includes balconies (larger than 6'x6'), decks, courtyard patios, and stoops, or front porches. They are extensions of the indoor living areas (occur on the same level) and are screened from neighboring tenants and the public via plantings, distance and grade separation. Refer to plans and elevations for specific locations. Patios and stoops at building exterior walls appear to be at least 2 feet above grade with partially solid guard walls to facilitate privacy. Ground level units at the main residential courtyard appear to be at the same level as the courtyard.
E.3.6.06	Guideline	Landscaping in setback areas should define and enhance pedestrian and open space areas. It should provide visual interest to streets and sidewalks, particularly where building façades are long.	Complies: Refer to landscape plans for all landscaping in the setback areas.  Landscape in setback areas includes a variety of raised and recessed planters, potted plantings, diverse species and sizes of trees and outdoor furniture, including partial height walls, fountains, benches and other forms of seating.
E.3.6.07	Guideline	Landscaping of private open spaces should be attractive, durable and drought-resistant.	Complies: Refer to landscape drawings for drought tolerant species and durable material choices. The proposed tree palette indicates about half the proposed trees would require low or very low water usage and about half medium water usage. Shrubs and ground coverings are not indicated. Compliance with the standard WELO will be enforced with the building permits.
E.3.7 Parking, Service and Utilities			
General Pa	arking and Servi	ce Access	

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Section	Standard or	Requirement	Evaluation
<u>ocotion</u>	Guideline	requirement	Lvaidation
E.3.7.01	Guideline	The location, number and width of parking and service entrances should be limited to minimize breaks in building design, sidewalk curb cuts and potential conflicts with streetscape elements.	Complies: Refer to Site Plan, A1.2, which shows curb cuts for parking and trash/loading at the far north edge of the property on Garwood Way and curb cuts to the parking garage at the building wall on Garwood Way and the north edge of the property at El Camino Real. Curb cuts, width of parking entrances and associated building breaks have been designed as shared entrances to reduce overall quantity and are designed as two-way (entrance and exit points) with codeminimum clearances.
E.3.7.02	Guideline	In order to minimize curb cuts, shared entrances for both retail and residential use are encouraged. In shared entrance conditions, secure access for residential parking should be provided.	Complies: Refer to Area Plan on A1.1 and to garage access points on Site Plan A1.2 and Garage level plans on sheets A2.B1 and A2.B2. Curb cuts are minimized through the use of shared garage and site access. Curb cuts on ECR and Garwood Way are shared among residential, office and community serving uses (retail). For security purposes, the uses are separated below grade. Additionally, the on-grade parking lot shares a curb cut with a third garage access point due to overall parking capacity.
E.3.7.03	Guideline	When feasible, service access and loading docks should be located on secondary streets or alleys and to the rear of the building.	Complies: Refer to Area Plan on A1.1. Refer to street elevation and plan of site loading zone and trash/recycling area on sheet A5.03. The service access and loading (parking spaces only, in lieu of loading docks) are located at the northeast corner of the site, accessible via a secondary access point off Garwood Way. The trellis, accessory building, and landscaping help to screen this area from the public way.
E.3.7.04	Guideline	The size and pattern of loading dock entrances and doors should be integrated with the overall building design.	Not Applicable: No loading dock proposed
E.3.7.05	Guideline	Loading docks should be screened from public ways and adjacent properties to the greatest extent possible. In particular, buildings that directly adjoin residential properties should limit the potential for loading-related impacts, such as noise. Where possible, loading docks should be internal to the building envelope and equipped with closable doors. For all locations, loading areas should be kept clean.	Not Applicable: No loading dock proposed

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Costion	Ctondordor	Deguirement	Evaluation
Section	Standard or Guideline	<u>Requirement</u>	<u>Evaluation</u>
E.3.7.06	Guideline	Surface parking should be visually attractive, address security and safety concerns, retain existing mature trees and incorporate canopy trees for shade. See Section D.5 for more compete guidelines regarding landscaping in parking areas.	Complies: Refer to street elevation and plan of grade level parking lot on sheet A5.03. The parking lot has been designed with mature shade trees around its perimeter. In general it is quite compact double loaded parking aisle with 16 total parking spaces. Parking is screened from Garwood Way using landscaping (trees) and trellis structure. It is well lit for after-hours security and in plain view and close proximity of office building windows.
Utilities			
E.3.7.07	Guideline	All utilities in conjunction with new residential and commercial development should be placed underground.	Complies: Refer to Civil drawings.
E.3.7.08	Guideline	Above ground meters, boxes and other utility equipment should be screened from public view through use of landscaping or by integrating into the overall building design.	Complies: Refer to civil engineering Utilities drawing sheet TM-8 which includes a landscape architecture underlay. Area Plan A1.1 and Landscape Site Plan L-1.0 also call out equipment and illustrate screening components. Specifically, the pad-mounted transformer on grade near the loading area accessed via Garwood Way is screened by the small accessory building and trellis structure holding the street edge. Gas and electric meters on grade are integrated into the building design; they are designed into niches at the office and residential buildings and hidden from the public way. Those meters and backflow preventers that must face the public way are screened by tall plantings.
Parking G			
E.3.7.09	Standard	To promote the use of bicycles, secure bicycle parking shall be provided at the street level of public parking garages. Bicycle parking is also discussed in more detail in Section F.5 "Bicycle Storage Standards and Guidelines."	Not Applicable: Project is a private development, not a public parking garage.
E.3.7.10	Guideline	Parking garages on downtown parking plazas should avoid monolithic massing by employing change in façade rhythm, materials and/or color.	<b>Not Applicable:</b> Project is a private development, not a public parking garage.
E.3.7.11	Guideline	To minimize or eliminate their visibility and impact from the street and other significant public spaces, parking garages should be underground, wrapped by other uses (i.e. parking podium within a development) and/or screened from view through architectural and/or landscape treatment.	Complies: Parking garage is underground.

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Section	Standard or	Requirement	Evaluation	
<u>oconon</u>	Guideline	<u>rtequirement</u>	<u> </u>	
E.3.7.12	Guideline	Whether free-standing or incorporated into overall building design, garage façades should be designed with a modulated system of vertical openings and pilasters, with design attention to an overall building façade that fits comfortably and compatibly into the pattern, articulation, scale and massing of surrounding building character.	Complies: Garage facades are limited to well integrated arched entries at the first floor of the building façade and set at major building modulations. See A4.01 and A4.06.	
E.3.7.13	Guideline	Shared parking is encouraged where feasible to minimize space needs, and it is effectively codified through the plan's off-street parking standards and allowance for shared parking studies.	<b>Complies:</b> Project has submitted a shared parking study, and has incorporated some sharing.	
E.3.7.14	Guideline	A parking garage roof should be approached as a usable surface and an opportunity for sustainable strategies, such as installment of a green roof, solar panels or other measures that minimize the heat island effect.	<b>Complies:</b> The parking garage roof provides landscaped open space at plaza and mew spaces.	
	ainable Practices	3		
Overall Sta				
E.3.8.01	Standard	Unless the Specific Plan area is explicitly exempted, all citywide sustainability codes or requirements shall apply.	<b>Complies:</b> All citywide sustainability codes/requirements apply to this project.	
Overall Guidelines				
E.3.8.02	Guideline	Because green building standards are constantly evolving, the requirements in this section should be reviewed and updated on a regular basis of at least every two years.	<b>Not Applicable:</b> This guideline applies to the City in its review of the Specific Plan.	
Leadership	Leadership in Energy and Environmental Design (LEED) Standards			

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Section	Standard or	Requirement	Evaluation
<u>Section</u>	Guideline	<u>Kequirement</u>	Evaluation
E.3.8.04	Guideline esign Guideline	The development of larger projects allows for more comprehensive sustainability planning and design, such as efficiency in water use, stormwater management, renewable energy sources and carbon reduction features. A larger development project is defined as one with two or more buildings on a lot one acre or larger in size. Such development projects should have sustainability requirements and GHG reduction targets that address neighborhood planning, in addition to the sustainability requirements for individual buildings (See Standard E.3.8.03 above). These should include being certified or equivalently verified at a LEED-ND (neighborhood development), Silver level or higher, and mandating a phased reduction of GHG emissions over a period of time as prescribed in the 2030 Challenge.  The sustainable guidelines listed below are also relevant to the project area. They relate to but do not replace LEED certification or equivalent standard rating requirements.	Complies: Project has submitted LEED-ND documentation that it would meet relevant feasible requirements. Certification optional, per guideline.
E.3.8.05	Guideline	Buildings should incorporate narrow floor plates to allow natural light deeper into the interior.	Complies: Floorplates are narrower than a typical commercial office building in the area. Given the high window headheights, the effective daylit zone extends approximately 30' into the space extending the daylight zone into more than half of the commercial office buildings. Core and service spaces have been located within the middle of the floorplates, allowing more occupiable area to be in the daylit zone.
E.3.8.06	Guideline	Buildings should reduce use of daytime artificial lighting through design elements, such as bigger wall openings, light shelves, clerestory lighting, skylights, and translucent wall materials.	Complies: Per guideline E.3.8.05, the effective daylit zone extends approximately 30' into the space, and extends the daylight zone into more than half of the commercial office buildings. Clerestory windows are provided at all community serving uses (retail) spaces and large storefront / window walls at each office building. Additionally, there is a generous percentage of glazing at residential units. Daylight sensors will be installed for use with all artificial lighting in all buildings.

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Section	Standard or	Requirement	Evaluation
	Guideline		
E.3.8.07	Guideline	Buildings should allow for flexibility to regulate the amount of direct sunlight into the interiors. Louvered wall openings or shading devices like <i>bris soleils</i> help control solar gain and check overheating. <i>Bris soleils</i> , which are permanent sunshading elements, extend from the sunfacing façade of a building, in the form of horizontal or vertical projections depending on sun orientation, to cut out the sun's direct rays, help protect windows from excessive solar light and heat and reduce glare within.	Tentatively Complies: The project is investigating the use of high-performance spectrally selective glazing, which dramatically reduces solar heat gain, while maximizing visible light transmittance and providing clear views of nature without excessive tinting. Interior roller shades can provide additional solar control without disrupting the façade design language.
E.3.8.08	Guideline	Where appropriate, buildings should incorporate arcades, trellis and appropriate tree planting to screen and mitigate south and west sun exposure during summer. This guideline would not apply to downtown, the station area and the west side of El Camino Real where buildings have a narrower setback and street trees provide shade.	Generally Complies: South and west- facing facades incorporate recessed windows, canopies, trellises, and appropriate plantings to screen and mitigate sun exposure. See elevations on A4.02, A4.03, A4.05, A4.06 and planting plans on landscape drawings.
E.3.8.09	Guideline	Operable windows are encouraged in new buildings for natural ventilation.	Tentatively Complies: Operable windows are confirmed at the residential building. Applicant is in discussion with MEP and sustainability engineers regarding operable windows at the net zero energy office buildings.
E.3.8.10	Guideline	To maximize use of solar energy, buildings should consider integrating photovoltaic panels on roofs.	<b>Complies:</b> See roof plans showing solar panels.
E.3.8.11	Guideline	Inclusion of recycling centers in kitchen facilities of commercial and residential buildings shall be encouraged. The minimum size of recycling centers in commercial buildings should be 20 cubic feet (48 inches wide x 30 inches deep x 24 inches high) to provide for garbage and recyclable materials.	Tentatively Complies: A Recycling center will be provided in the communal kitchen at the Clubhouse/Lounge amenity space on level 1 of the residential building. Residential levels 1-4 include two waste and recycling rooms with accessible chutes. Additionally, two trash and recycling centers are located at the termination of the chutes on level B1. All restaurants and café tenants at Oak Grove and ECR community serving uses will be required to provide recycling centers per the Retail Food Code and California Health and Safety Code.
		er Management Guidelines	
E.3.8.12	Guideline	Buildings should incorporate intensive or extensive green roofs in their design. Green roofs harvest rain water that can be recycled for plant irrigation or for some domestic uses. Green roofs are also effective in cutting-back on the cooling load of the air-conditioning system of the building and reducing the heat island effect from the roof surface.	Does Not Comply: Roof area will be needed for PV array per Guideline E3.8.10. Increased roof insulation will be used to mitigate excessive heat gain through the roof. Stormwater will be managed on site; see civil drawings.

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Section	Standard or	Requirement	<u>Evaluation</u>
E.3.8.13	Guideline Guideline	Projects should use porous material on	Generally Complies: Complies given
		driveways and parking lots to minimize stormwater run-off from paved surfaces.	limitations of project being built over parking structure. Additionally, the landscape design incorporates a substantial amount of planting material on the podium in the form of raised and flush planters. See civil drawings for stormwater strategies and landscape drawings for planting coverage.
	ng Guidelines		
E.3.8.14	Guideline	Planting plans should support passive heating and cooling of buildings and outdoor spaces.	Complies: Landscape provided in significant amounts on plazas, courtyards and streetscapes. Plant species and locations have been designed for maximum aesthetic effects as well as for passive solar benefits, creating summer cooling and shade, and promoting sun exposure in the winter months. See Landscape Sheet L-1.0 for overall landscape site plan and Sheet L3.0 for proposed tree palette.
E.3.8.15	Guideline	Regional native and drought resistant plant species are encouraged as planting material.	Complies: Plant list shows native and drought resistant planting for many chosen plants. The planting design does not include turf/lawn, and instead utilizes primarily low water use, and regional native plant species. Plant species shall be selected based on local climate suitability, disease and pest resistance, and water use as listed in the State of California's Model Water Efficient Landscape Ordinance plant list, WUCOLS IV. See Planting Design Intent statement on Sheet L-1.0 for additional notes.
E.3.8.16	Guideline	Provision of efficient irrigation system is recommended, consistent with the City's Municipal Code Chapter 12.44 "Water-Efficient Landscaping".	Complies: See note on L01.0. The irrigation system shall comply with the City's Municipal Code Chapter 12.44 "Water-Efficient Landscaping" and the State of California's 2015 Model Water Efficient Landscape Ordinance (MWELO). The irrigation system shall be designed to provide the minimum amount of water necessary to sustain good plant health. The irrigation system is to be a fully automatic, weather-based system using low flow drip and bubbler distribution. All selected components shall be permanent, commercial grade, selected for durability, vandal resistance and minimum maintenance requirement. See Irrigation Design Intent statement on Sheet L-1.0 for additional notes.
Lighting St	andards	•	

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Section	Standard or	Requirement	Evaluation
Section	Standard or Guideline	<u>Kequilement</u>	<u>Evaluation</u>
E.3.8.17	Standard	Exterior lighting fixtures shall use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Complies: See fixtures with low cut-off angles with minimal wall mounted sconces, etc. shown on Conceptual Lighting Presentation plans. Energy efficient site lighting will comply with the 2013 California Energy Code, Cal Green, and the Dark Skies Initiative requirements for backlight, uplight and glare (BUG).
E.3.8.18	Standard	Lighting in parking garages shall be screened and controlled so as not to disturb surrounding properties, but shall ensure adequate public security.	Complies: Parking underground.
Lighting G	uidelines		,
E.3.8.19	Guideline	Energy-efficient and color-balanced outdoor lighting, at the lowest lighting levels possible, are encouraged to provide for safe pedestrian and auto circulation.	Tentatively Complies: Energy efficient site lighting designed to direct users to the parking garage will comply with the 2013 California Energy Code (including egress path min. lighting levels), Cal Green, and the Dark Skies Initiative requirements for backlight, uplight and glare (BUG).
E.3.8.20	Guideline	Improvements should use ENERGY STAR-qualified fixtures to reduce a building's energy consumption.	Tentatively Complies: Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.21	Guideline	Installation of high-efficiency lighting systems with advanced lighting control, including motion sensors tied to dimmable lighting controls or lighting controlled by timers set to turn off at the earliest practicable hour, are recommended.	Tentatively Complies: Sustainable initiatives are currently being developed, and may be verified through building permits.
Green Buil	ding Material Gu	uidelines	
E.3.8.22	Guideline	The reuse and recycle of construction and demolition materials is recommended. The use of demolition materials as a base course for a parking lot keeps materials out of landfills and reduces costs.	Tentatively Complies: Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.23	Guideline	The use of products with identifiable recycled content, including post-industrial content with a preference for post-consumer content, are encouraged.	Tentatively Complies: Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.24	Guideline	Building materials, components, and systems found locally or regionally should be used, thereby saving energy and resources in transportation.	Tentatively Complies: Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.25	Guideline	A design with adequate space to facilitate recycling collection and to incorporate a solid waste management program, preventing waste generation, is recommended.	Complies: Plans suggest adequate areas would be available to accommodate these functions.
E.3.8.26	Guideline	The use of material from renewable sources is encouraged.	Tentatively Complies: Sustainable initiatives are currently being developed, and may be verified through building permits.

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# ATTACHMENT K

# Station 1300

Site - Conceptual Lighting Presentation



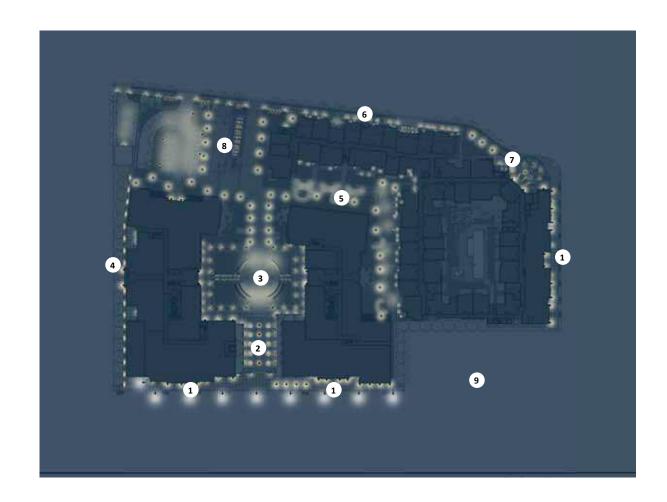
Station 1300

# **Site - Conceptual Lighting Presentation**

Site Plan-Lighting Layout

#### Legend

- **1** Storefront
- 2 Promenade
- **3** Office Plaza
- 4 North Office Building Frontage
- **5** Residential Mews
- **6** Garwood Way Residential Frontage
- **7** Oak Grove Plaza
- 8 Rear Entrance & Parking

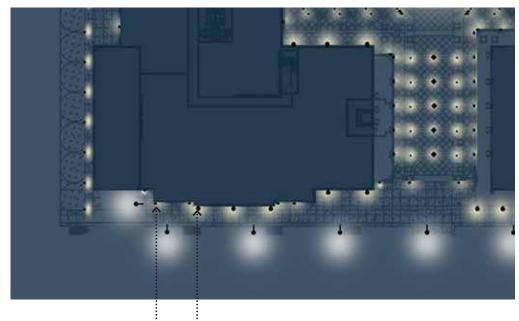


HORTON LEES BROGDEN LIGHTING DESIGN

Station 1300

# **Site - Conceptual Lighting Presentation**

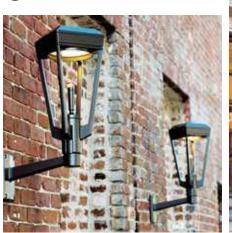
#### 1 - STOREFRONT













HORTON LEES BROGDEN LIGHTING DESIGN

Station 1300

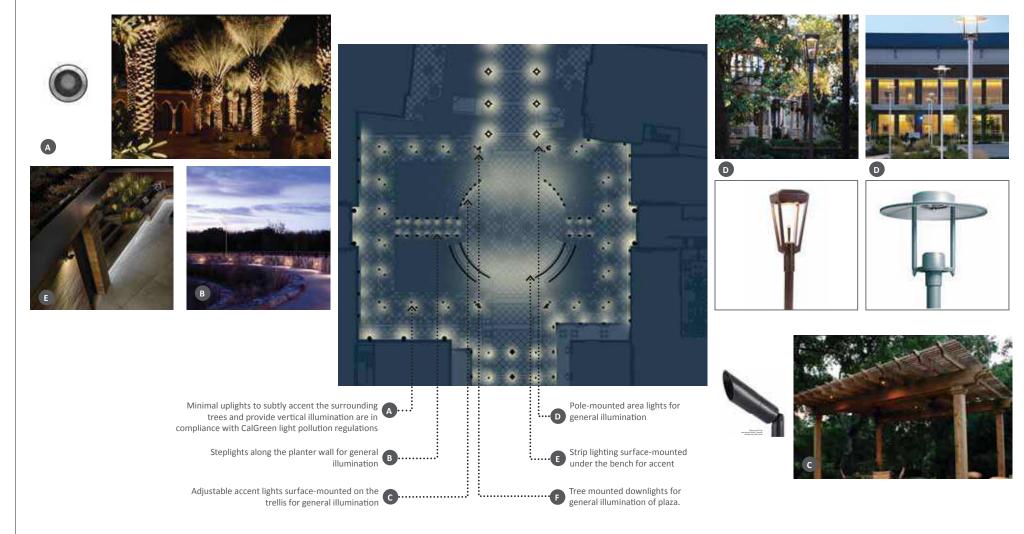
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# Site - Conceptual Lighting Presentation 2 - PROMENADE



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# Site - Conceptual Lighting Presentation 3 - OFFICE PLAZA



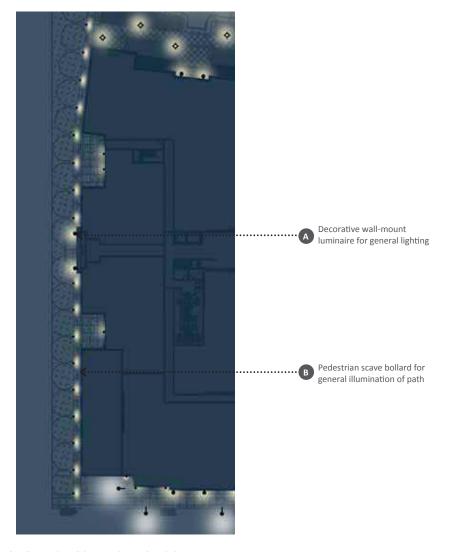
HORTON LEES BROGDEN LIGHTING DESIGN

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Station 1300

# **Site - Conceptual Lighting Presentation**

# 4 - NORTH OFFICE BUILDING FRONTAGE









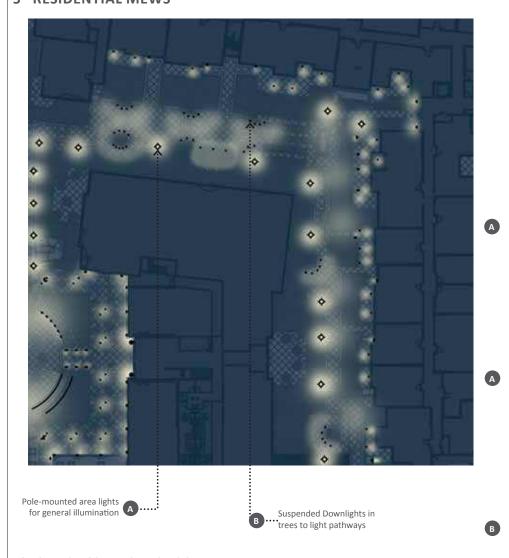


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# Site - Conceptual Lighting Presentation 5 - RESIDENTIAL MEWS













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# Site - Conceptual Lighting Presentation 6 - GARWOOD WAY RESIDENTIAL FRONTAGE

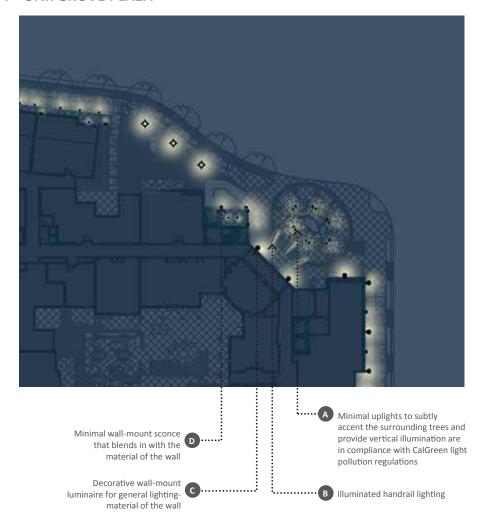


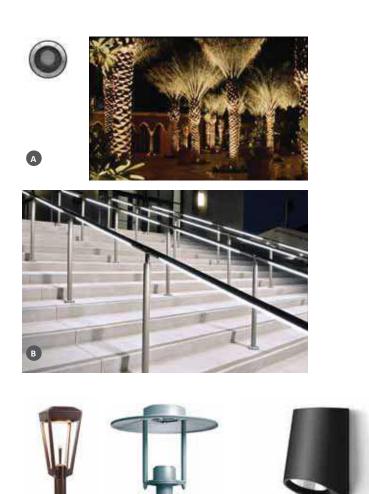
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# Site - Conceptual Lighting Presentation 7 - OAK GROVE PLAZA





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# **Site - Conceptual Lighting Presentation**

# 8 - REAR ENTRANCE & PARKING



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# SBCA TREE CONSULTING

Steve Batchelder, Consulting Arborist 1534 Rose Street, Crockett, CA 94525 WC ISA Certified Arborist #228 CUFC Certified Urban Forester #134 Calif. Contractor Lic. (C-27) 533675 Phone (510) 787-3075, Fax (510) 787-3065

E-mail: steve@sbcatree.com

Date: Amendment 5- August 10, 2016

To: Bob Burke, Greenheart Land Company

Box 22263321 621 High Street Palo Alto, CA 94301

Subject: Tree Survey

Location: 1300 El Camino Real & Derry, Menlo Park

Scope: Survey includes all Heritage Trees on or directly adjacent to parcels at 1300 El Camino

Real and Derry Lane and includes all adjacent City Street Trees which may or may not be of Heritage size. *Tree tagging numbering system is from 1-100 and 201-212. Trees* 

added by Fugiitrees Consulting are numbered with decimals.

#### Introduction

Arborist submitted initial tree survey report on 11-7-13. We returned to the site two additional times to survey all adjacent street trees and any additional trees that may have attained "Heritage" status. Two Canary Island Date Palms (*Phoenix canariensis*) have since been removed subsequent to the 11-7-13 survey.

Amendment 4 included additional 38 trees surveyed by Fugiitrees, three of which are Heritage. Amendment 5 includes 5 additional City street trees to be removed.

Appendices are as follows.

- Appendix 1 Tree Survey Data
- Appendix 2 Tree Location Map
- Appendix 3 Tree Protection Guidelines

# City of Menlo Park Ordinance, Chapter 13.24

A permit is required to remove or heavily prune trees of heritage size. Any development related work performed within an area 10 times the diameter of a Heritage Tree requires the submittal of tree protection plan.

#### Heritage Trees are defined as:

- An oak tree (*Quercus*) which is native to California and has a trunk with a circumference of 31.4 inches (diameter of 10 inches) or more, measured 54 inches above natural grade.
- All trees other than oaks which have a trunk with a circumference of 47.1 inches (diameter of 15 inches), measured 54 inches above natural grade.
- Trees with more than one trunk shall be measured at the point where the trunks divide. Heritage trees must be greater than 12 feet tall.

# **Summary**

- Arborist survey identifies one-hundred forty-eight (148) trees located on the parcels or immediately adjacent. Two palms that were previously surveyed in 2013 have since been removed. All trees located within the parcels designated for development are proposed for removal.
- Eighteen (18) tree species were identified.
- Fifty-nine (59) trees are of Heritage size.
- Sixty-five (65) City Street Trees were identified. Many are seedling Coast Live Oaks (*Quercus agrifolia*) located along Garwood Way.
- The most numerous species was the Chinese Tree of Heaven (Ailanthus altissima) with fortyeight (48) specimens identified. Most of the Ailanthus trees are multi-stemmed with numerous root sprouts. Flagging tape marks the surveyed Heritage specimens which are located in large stands.
- The Coast Live Oak was the second most numerous species identified, with thirty-four (34) specimens. Flagging tape marks the smaller specimens identified as Street Trees along Garwood Way.
- Coast Redwood #12 (Sequoia sempervirens) is a large tree, almost dead, and is not considered to be structurally sound. It would be best to remove this tree as soon as it is possible due to the potential "target" should it fail.
- One-hundred thirty-eight (138) trees are proposed for removal. These include forty-seven (47) trees within the parcels and fifty-three (53) City Street Trees.

# **Survey Procedure**

<u>Trees Tagged</u> – Each tree was tagged with a metal number tag corresponding with the number used on the tree location map. Aluminum tags were attached to trees with an aluminum nail; a wire was used for the smaller seedling oaks. Tree tagging numbering is from #1-100 and #201-212. Fugiitrees Consulting surveyed an additional 38 trees, and utilized numbers with decimal points (e.g. 5.1. 5.2).



<u>Data Recorded</u> – Arborists recorded data on tree species, diameter (DBH¹), tree crown spread, structural safety condition, tree health. Notes were recorded to provide commentary on general conditions.

<u>Measuring Ailanthus Suckers</u> –As per directions from City Arborist, "If Ailanthus have stand-alone stems of the same tree in a clonal type of clumping, the measurements can be taken individually (not a combined measurement). If the stems are visibly joined at grade, the measurement is taken at the base of the union."

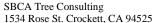
<u>City Street Trees</u> –There is no minimum diameter for Street Trees. All street trees received metal number tags as well. The City right of way at on Oak Grove Ave is 11' from edge of gutter. The right of way on Derry Ln. is 4'. All trees located on Garwood Way are considered have street tree status.

- 65 Identified City street trees include the following:
  - 41 Trees on Garwood Way (#33-39, #64, #65, and #76-100, #201-207)
  - > 5 Trees on Oak Grove (#41-45)
  - 4 Trees on Derry Lane (#27, 30, 30.1 and 30.2)
  - > 15 London Plane trees in sidewalk along El Camino Real (#47-61)

<u>Table 1</u> – The table below provides a breakdown of numbers of each of 18 tree species surveyed.

Species	Common Name	Total Amoun t	Heritag e Tree	Street Tree	Proposed Removals	Comments
Acacia melanoxylon	Blackwood Acacia	3	1	2	3	
Acer palmatum	Japanese Maple	2	0	0	2	
Afrocarpus gracilior	African Fern Pine	7	3	0	7	5 w Poor structures
Ailanthus altissima	Chinese Tree of Heaven	48	35	6	48	Naturalized, Most trees are spreading through root sucker growth.
Cupressus sempervirens	Italian Cypress	9	2	0	9	2nd in a line of 7 cypress; Only this one cypress has reached Heritage size
Jacaranda mimosifolia	Jacaranda	4	4	0	4	Healthy, 3 are multi-stemmed
Malus sp.	Apple	1	0	1	1	
Phoenix canariensis	Canary Island Date Palm	1	1	1	1	2 have been cut down since initial survey
Platanus x hispanica	London Plane Tree	18	0	18	8	3 trees on Oak Grove are in poor condition; 15 along El Camino Real are nice trees
Prunus caroliniana	Carolina Laurel Cherry	10	0	0	10	

<sup>&</sup>lt;sup>1</sup> DBH is tree diameter measured at 54 inches above soil grade.





Species	Common Name	Total Amoun t	Heritag e Tree	Street Tree	Proposed Removals	Comments
Pyrus kawakamii	Evergreen Pear	1	0	1	1	
Quercus agrifolia	Coast Live Oak	34	5	31	34	2 large specimens, A number of seedlings on Garwood
Quercus ilex	Holly Oak	1	0	0	1	
Quercus Iobata	Valley Oak	2	2	2	2	Health mitigation required
Quercus rubra	Red Oak	1	0	1	1	
Robinia pseudoacacia	Black Locust	1	1	1	1	Growing in fence
Sequoia sempervirens	Coast Redwood	4	4	1	4	#12 is hazardous; all others are in good condition
Washingtonia robusta	Mexican Fan Palm	1	1	0	1	Volunteer
	Totals	148	59	65	138	

# **End Report**

Appendices are as follows.

- Appendix 1 Tree Survey Data
- Appendix 2 Tree Location Map
- Appendix 3 Tree Protection Guidelines

Report Submitted By:

Store Botch

Steve Batchelder, Consulting Arborist ISA Certified Arborist WE 228A CaUFC Certified Urban Forester #138 Calif. Contractor Lic. (C-27) 533675

# 1300 El Camino Real and Derry Lane Heritage Tree Survey

#### COLUMN HEADING DESCRIPTIONS

Tag# - Indicates the number tag attached to tree

**Species - Scientific name** 

Common Name - Vernacular name

DBH - Diameter measured in inches at 4.5 feet above soil grade; For multiple stemmed trees, measurements were taken at the point where the

trunks divide; For palms, measurements are made from the tree base to the point where fonds emanate

Spread- In feet

Structure- Tree Structural Safety: E is Excellent, G is Good, F is Fair, P is Poor, H is Hazardous

Health -Tree Health: E is Excellent, G is Good, F is Fair, P is Poor, D is Dead or Dying

City Street Tree - Y is Yes, N is No Heritage Tree - Y is Yes, N is No Proposed Removal - Y is Yes, N is No

Notes - See below

#### ABBREVIATIONS AND DEFINITIONS

Embedded Bark (EB) - AKA Included Bark, this is a structural defect where bark is included between the branch attachment so that the wood cannot join. Such defects have a higher propensity for failure.

Notes

Codominant (CD) - A situation where a tree has two or more stems which are of equal diameter and relative amounts of leaf area. Trees with codominant primary scaffolding stems are inherently weaker than stems, which are of unequal diameter and size.

Codominant w/ Embedded Bark (CDEB) - When bark is embedded between codominant stems, failure potential is very high and pruning to mitigate the defect is recommended.

Poor Pruning (PP)- Past pruning practices considered unacceptable according to ANSI A300 Best Management Practices, Tree Pruning

Headed (H) - Generally considered poor pruning practice which removes the central leader and the internode.

Tag #	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Heritage Tree?	Proposed Removal	Notes
1	Sequoia sempervirens	Coast Redwood	28	25	G	F	N	Υ	Υ	Off color, Signs of stress, Botryosphaeria?
2	Ailanthus altissima	Chinese Tree of Heaven	28 @ base	36	F - P	F	N	Υ	Υ	Multi
3	Ailanthus altissima	Chinese Tree of Heaven	24 @ base	30	F - P	F	N	Υ	Y	Multi

Phone (510) 787-3075 Fax (510) 787-3065

Tag #	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Heritage Tree?	Proposed Removal	Notes
4	Ailanthus altissima	Chinese Tree of Heaven	24 @ base	15	F - P	F	N	Υ	Υ	Multi, Clump of 4 stems
5	Ailanthus altissima	Chinese Tree of Heaven	15 @ base	20	F-P	F	N	Υ	Υ	Multi, Clump of 3 stems
6	Ailanthus altissima	Chinese Tree of Heaven	18 @ base	30	F - P	F	N	Y	Y	Multi, Clump of 3 stems
7	Ailanthus altissima	Chinese Tree of Heaven	30 @ base	45	Р	F	N	Υ	Y	Multi, EB
8	Ailanthus altissima	Chinese Tree of Heaven	28 @ base	35	Р	F	N	Υ	Υ	Multi
9	Ailanthus altissima	Chinese Tree of Heaven	40 @ base	30	F-P	F	N	Υ	Y	Multi
10	Acacia melanoxylon	Blackwood Acacia	24	35	Р	G	N	Υ	Υ	CDEB
11	Cupressus sempervirens	Italian Cypress	15 @ base	10	F	F	N	Υ	Υ	CD, 2nd in a line of 7 cypress
12	Sequoia sempervirens	Coast Redwood	54	40	P - H	P - D	N	Υ	Y	Significant tip dieback, Dead CD top, 27" x 10' (rotting) wound on side facing street, Slight lean to street
13	Jacaranda mimosifolia	Jacaranda	27 @ base	25	F	G	N	Υ	Υ	Multi
14	Jacaranda mimosifolia	Jacaranda	28 @ base	30	Р	G	N	Υ	Υ	EB, Multi
15	Jacaranda mimosifolia	Jacaranda	26 @ base	25	F	G	N	Y	Y	Multi, PP
16	Jacaranda mimosifolia	Jacaranda	15	25	F	G	N	Υ	Y	CD
17	Ailanthus altissima	Chinese Tree of Heaven	32 @ base	40	Р	F	N	Y	Y	Multi, CDEB, EB
18	Ailanthus altissima	Chinese Tree of Heaven	22 @ base	35	F-P	F	N	Y	Y	Multi, Basal damage, Metal in tree
19	Ailanthus altissima	Chinese Tree of Heaven	20 @ base	20	Р	F	N	Υ	Υ	Multi, Clump of 6 stems, CDEB

Tag #	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Heritage Tree?	Proposed Removal	Notes
20	Ailanthus altissima	Chinese Tree of Heaven	30 @ base	30	Р	F	N	Υ	Υ	Multi
21	Quercus agrifolia	Coast Live Oak	20 @ base	20	Р	F	N	Υ	Υ	Multi, EB
22	Ailanthus altissima	Chinese Tree of Heaven	48 @ base	70	Р	G	N	Υ	Υ	Multi, multi, EB, EB branch breakout
23	Ailanthus altissima	Chinese Tree of Heaven	72 @ base	50	Р	F-G	N	Y	Υ	Multi, Clump of 9 stems, EB
24	Afrocarpus gracilior	African Fern Pine	15	25	G	G	N	Υ	Υ	CD
25	Afrocarpus gracilior	African Fern Pine	15 @ base	20	Р	F	N	Υ	Υ	CDEB
26	Afrocarpus gracilior	African Fern Pine	15 @ base	15	Р	G	N	Y	Υ	CDEB
27	Ailanthus altissima	Chinese Tree of Heaven	17 @ base	20	Р	F	Y	Υ	Υ	CDEB, PP, H
28	Quercus agrifolia	Coast Live Oak	23	50	F	F	N	Υ	Υ	PP, Wound at base, 20' from curb
29	Sequoia sempervirens	Coast Redwood	103 @ base	50	F	F	N	Υ	Υ	Multi, Off color, Signs of stress, 20' from curb
30	Sequoia sempervirens	Coast Redwood	32.5 @ base	30	G	G	Y	Y	Υ	Hardscape displacement
31	Phoenix canariensis	Canary Island Date Palm								Gone
32	Phoenix canariensis	Canary Island Date Palm								Gone
33	Quercus agrifolia	Coast Live Oak	40.5	60	Р	G	Y	Y	Υ	Off site, 13' from property line, CD, Trunk rotted out on north side
34	Robinia pseudoacacia	Black Locust	30 @ base	25	Р	F	Υ	Υ	Υ	On property line, Clump of 7 stems, Growing in fence
35	Ailanthus altissima	Chinese Tree of Heaven	24 @ base	40	Р	F	Y	Y	Υ	Multi, On property line, Clump of 10 stems, 5' from street
36	Phoenix canariensis	Canary Island Date Palm	20' of Clear Trunk	n/a	G	G	Υ	Y	Y	Off site , 4' from street

Tag #	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Heritage Tree?	Proposed Removal	Notes
37	Quercus lobata	Valley Oak	32	65	F	F	Υ	Υ	Y	Off site, 7' from property line, 2' from curb, Previous #53, Large (rotting) pruning wound, PP
38	Quercus agrifolia	Coast Live Oak	10	20	F	G	Υ	Υ	Υ	Large breakouts, Pruning wounds, Lean for light
39	Quercus lobata	Valley Oak	23.5	40	F	Р	Υ	Υ	Υ	8' from curb
40	Ailanthus altissima	Chinese Tree of Heaven	20 @ base	20	F	F	N	Υ	Υ	Multi, Part of a large 70' long stand
41	Platanus x hispanica	London Plane Tree	12.5	20	Р	Р	Υ	N	Υ	Street tree, Pruning wounds, ID, Previously headed
42	Platanus x hispanica	London Plane Tree	12.5	30	Р	F	Υ	N	Υ	Street tree, Pruning wounds, ID, Previously headed
43	Platanus x hispanica	London Plane Tree	12.5	30	Р	F	Υ	N	Υ	Street tree, ID, Previously headed
44	Quercus agrifolia	Coast Live Oak	1	5	F	F	Υ	N	Υ	Good push of new growth
45	Pyrus kawakamii	Evergreen Pear	13	30	F	G	Υ	N	Υ	Large pruning wounds, CD
46	Washingtonia robusta	Mexican Fan Palm	7' of Clear Trunk	15	G	G	N	Υ	Y	Close to building, Volunteer?
47	Platanus x hispanica	London Plane Tree	11	25	F	F-G	Υ	N	N	Street tree, Lean, CD
48	Platanus x hispanica	London Plane Tree	11	25	G	F-G	Υ	N	N	Lean
49	Platanus x hispanica	London Plane Tree	9	25	G	F-G	Υ	N	N	Lean
50	Platanus x hispanica	London Plane Tree	11.5	30	G	F-G	Υ	N	N	CD, Touching metal grate
51	Platanus x hispanica	London Plane Tree	11	30	G	G	Υ	N	N	CD, Touching metal grate
52	Platanus x hispanica	London Plane Tree	10.5	30	G	G	Y	N	N	CD, Touching metal grate
53	Platanus x hispanica	London Plane Tree	11.5	30	G	G	Υ	N	Υ	CD, Touching metal grate

Tag #	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Heritage Tree?	Proposed Removal	Notes
54	Platanus x hispanica	London Plane Tree	10	30	G	F-G	Υ	N	Υ	Large pruning wounds, CD, touching metal grate
55	Platanus x hispanica	London Plane Tree	10	30	G	F-G	Y	N	Υ	No grate
56	Platanus x hispanica	London Plane Tree	8.5	30	G	F-G	Y	N	Y	
57	Platanus x hispanica	London Plane Tree	10	30	G	F-G	Y	N	N	Touching metal grate
58	Platanus x hispanica	London Plane Tree	11	30	G	G	Y	N	N	Lean
59	Platanus x hispanica	London Plane Tree	10	30	G	G	Y	N	N	
60	Platanus x hispanica	London Plane Tree	6	20	G	F	Υ	N	Υ	Smaller than others, likely shaded by adjacent redwood
61	Platanus x hispanica	London Plane Tree	7.5	20	G	F	Y	N	N	
62	Ailanthus altissima	Chinese Tree of Heaven	18 @ base	45	Р	G	N	Υ	Υ	CDEB, Multi
63	Quercus agrifolia	Coast Live Oak	10.5 @ base	20	F-P	G	N	Υ	Υ	3 stems
64	Acacia melanoxylon	Blackwood Acacia	12.5	25	F	G	Y	N	Υ	Lean, Trunk damage, 2-3' from curb
65	Acacia melanoxylon	Blackwood Acacia	8.5	25	G	G	Y	N	Υ	Slight lean, 5' from end of pavement
66	Ailanthus altissima	Chinese Tree of Heaven	34.5 @ base	20	Р	G	N	Υ	Υ	Multi, Part of a large 70' long stand
67	Ailanthus altissima	Chinese Tree of Heaven	21 @ base	15	Р	G	N	Υ	Y	Multi, Part of a large 70' long stand
68	Ailanthus altissima	Chinese Tree of Heaven	20 @ base	20	Р	G	N	Υ	Υ	Multi, Part of a large 70' long stand
69	Ailanthus altissima	Chinese Tree of Heaven	18 @ base	25	Р	G	N	Υ	Υ	Multi, Part of a large 70' long stand
70	Ailanthus altissima	Chinese Tree of Heaven	19 @ base	20	Р	G	N	Υ	Υ	Multi, Part of a large 70' long stand
71	Ailanthus altissima	Chinese Tree of Heaven	16 @ base	25	Р	G	N	Υ	Υ	Multi, Part of a large 70' long stand

Tag #	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Heritage Tree?	Proposed Removal	Notes
72	Ailanthus altissima	Chinese Tree of Heaven	15 @ base	25	Р	G	N	Υ	Υ	Multi, Part of a large 70' long stand
73	Ailanthus altissima	Chinese Tree of Heaven	21 @ base	20	Р	G	N	Υ	Υ	Multi, Part of a large 70' long stand
74	Ailanthus altissima	Chinese Tree of Heaven	16 @ base	15	Р	G	N	Υ	Υ	Multi, Part of a large 70' long stand
75	Ailanthus altissima	Chinese Tree of Heaven	22 @ base	20	Р	G	N	Υ	Υ	Multi, Pruning left larger stumps
76	Quercus agrifolia	Coast Live Oak	1 3/4	5	G	G	Y	N	Υ	Diameter taken below first branching
77	Quercus agrifolia	Coast Live Oak	1	5	G	F	Υ	N	Υ	Diameter taken below first branching
78	Quercus agrifolia	Coast Live Oak	3 3/4	10	G	G	Υ	N	Υ	Diameter taken below first branching
79	Quercus agrifolia	Coast Live Oak	4	10	F	G	Υ	N	Υ	CD
80	Quercus agrifolia	Coast Live Oak	4.5	20	F	G	Υ	N	Υ	Pruning wounds
81	Quercus agrifolia	Coast Live Oak	6	25	F	G	Y	N	Υ	Large pruning wounds, CD
82	Malus sp.	Apple	3	5	G	G	Υ	N	Υ	
83	Quercus agrifolia	Coast Live Oak	3	10	G	G	Y	N	Υ	Diameter taken below first branching. CD
84	Quercus agrifolia	Coast Live Oak	3	20	F	G	Y	N	Υ	Diameter taken below first branching
85	Quercus agrifolia	Coast Live Oak	1	5	G	G	Υ	N	Υ	Diameter taken below first branching
86	Quercus agrifolia	Coast Live Oak	5 3/4	20	G	G	Y	N	Υ	Diameter taken below first branching
87	Quercus agrifolia	Coast Live Oak	0.5	3	G	G	Υ	N	Υ	Diameter taken below first branching
88	Quercus agrifolia	Coast Live Oak	1	3	G	G	Y	N	Υ	Diameter taken below first branching
89	Quercus agrifolia	Coast Live Oak	3/4	3	G	G	Υ	N	Υ	Diameter taken below first branching

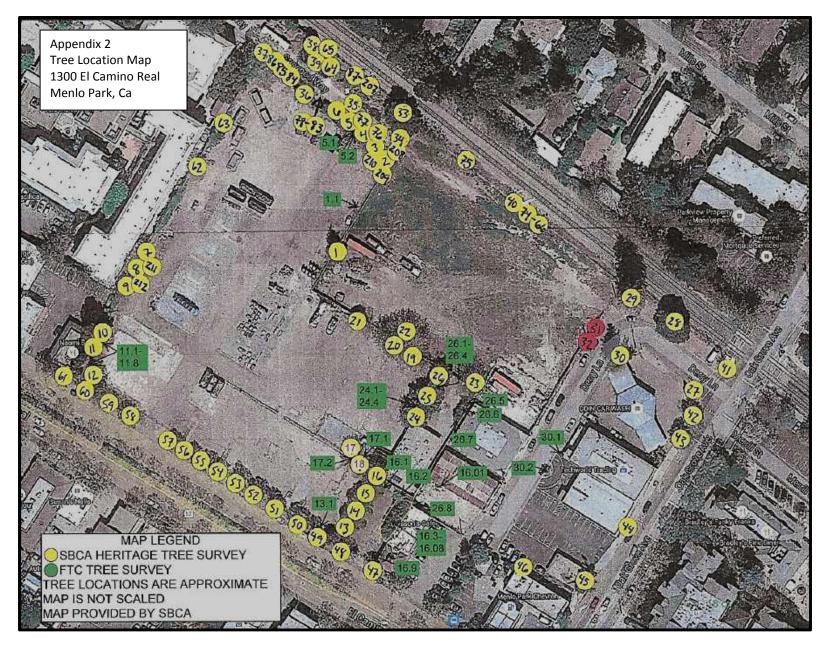
Tag #	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Heritage Tree?	Proposed Removal	Notes
90	Quercus agrifolia	Coast Live Oak	0.5	3	G	G	Υ	N	Υ	Diameter taken below first branching
91	Quercus agrifolia	Coast Live Oak	1.5	3	G	G	Υ	N	Y	Diameter taken below first branching
92	Quercus agrifolia	Coast Live Oak	1	3	G	G	Υ	N	Y	Diameter taken below first branching
93	Quercus agrifolia	Coast Live Oak	3.5	15	G	G	Υ	N	Υ	Diameter taken below first branching
94	Quercus agrifolia	Coast Live Oak	2	15	G	G	Υ	N	Υ	Diameter taken below first branching
95	Quercus agrifolia	Coast Live Oak	0.5	5	G	G	Υ	N	Υ	Diameter taken below first branching
96	Quercus agrifolia	Coast Live Oak	1.5	5	G	G	Υ	N	Υ	Diameter taken below first branching
97	Quercus agrifolia	Coast Live Oak	1.5	10	G	G	Υ	N	Υ	Diameter taken below first branching
98	Ailanthus altissima	Chinese Tree of Heaven	4	20	G	F	Υ	N	Υ	
99	Ailanthus altissima	Chinese Tree of Heaven	3.5	20	F	F	Υ	N	Υ	
100	Ailanthus altissima	Chinese Tree of Heaven	7.5	25	G	Р	Υ	N	Υ	
201	Quercus agrifolia	Coast Live Oak	1.5	5	G	G	Υ	N	Υ	Diameter taken below first branching
202	Quercus agrifolia	Coast Live Oak	1	5	G	G	Υ	N	Υ	Diameter taken below first branching
203	Quercus agrifolia	Coast Live Oak	1.5	5	G	G	Υ	N	Υ	Diameter taken below first branching
204	Quercus agrifolia	Coast Live Oak	2.5	10	G	G	Υ	N	Υ	Diameter taken below first branching
205	Quercus agrifolia	Coast Live Oak	2	5	G	G	Υ	N	Υ	Diameter taken below first branching
206	Quercus agrifolia	Coast Live Oak	2.5	5	G	G	Υ	N	Υ	Diameter taken below first branching
207	Quercus agrifolia	Coast Live Oak	1	5	G	G	Υ	N	Υ	Diameter taken below first branching

Tag #	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Heritage Tree?	Proposed Removal	Notes
208	Ailanthus altissima	Chinese Tree of Heaven	18 @ base	20	Р	G	N	Υ	Υ	Multi
209	Ailanthus altissima	Chinese Tree of Heaven	15 @ base	20	Р	G	N	Υ	Υ	Multi
210	Ailanthus altissima	Chinese Tree of Heaven	16 @ base	25	Р	G	N	Υ	Υ	Multi
211	Ailanthus altissima	Chinese Tree of Heaven	40 @ base	25	Р	G	N	Υ	Υ	Multi
212	Ailanthus altissima	Chinese Tree of Heaven	22 @ base	25	Р	G	N	Υ	Υ	Multi
1.1	Ailanthus altissima	Chinese Tree of Heaven	13 @ base	14	F-G	G	N	N	Υ	
5.1	Ailanthus altissima	Chinese Tree of Heaven	5.8	30	Р	G	N	N	Υ	
5.2	Ailanthus altissima	Chinese Tree of Heaven	9.8	30	Р	G	N	N	Υ	
11.1	Cupressus sempervirens	Italian Cypress	9.5 @ base	Shared Canopy 25 feet long	F	F	N	N	Υ	
11.2	Cupressus sempervirens	Italian Cypress	11	Shared Canopy 25 feet long	F	G	N	N	Y	
11.3	Cupressus sempervirens	Italian Cypress	15.2	Shared Canopy 25 feet long	F	G	N	Y	Y	Heritage tree
11.4	Cupressus sempervirens	Italian Cypress	7	Shared Canopy 25 feet long	F	G	N	N	Y	
11.5	Cupressus sempervirens	Italian Cypress	11.7	Shared Canopy 25 feet long	F	G	N	N	Υ	
11.6	Cupressus sempervirens	Italian Cypress	11.8	Shared Canopy 25 feet long	F	G	N	N	Y	

Tag #	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Heritage Tree?	Proposed Removal	Notes
11.7	Cupressus sempervirens	Italian Cypress	13	Shared Canopy 25 feet long	F	G	N	N	Υ	
11.8	Cupressus sempervirens	Italian Cypress	~6 stake	8	Р	G	N	N	Υ	
13.1	Quercus ilex	Holly Oak	8.5	10	F	G	N	N	Υ	Possible tree to relocate
16.01	Ailanthus altissima	Chinese Tree of Heaven	6.5	16	F	F	N	N	Υ	
16.1	Acer palmatum	Japanese Maple	9.8 @ base	10	Р	G	N	N	Υ	
16.2	Acer palmatum	Japanese Maple	9.5 @ base	14	Р	G	N	N	Υ	
16.3	Prunus caroliniana	Carolina Laurel Cherry	10 @ base	Shared Canopy 25 feet long	F	G	Z	N	Y	
16.4	Prunus caroliniana	Carolina Laurel Cherry	11.5 @ base	Shared Canopy 25 feet long	Р	G	Z	N	Y	
16.5	Prunus caroliniana	Carolina Laurel Cherry	8 @ base	Shared Canopy 25 feet long	Р	G	N	N	Y	
16.6	Prunus caroliniana	Carolina Laurel Cherry	7.5 @ base	Shared Canopy 25 feet long	Р	G	N	N	Y	
16.7	Prunus caroliniana	Carolina Laurel Cherry	9.5 @ base	Shared Canopy 25 feet long	Р	G	z	N	Y	

Tag #	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Heritage Tree?	Proposed Removal	Notes
16.8	Prunus caroliniana	Carolina Laurel Cherry	7.7 @ base	Shared Canopy 25 feet long	Р	G	N	N	Υ	
16.9	Prunus caroliniana	Carolina Laurel Cherry	7.3 @ base	8	Р	F	N	N	Υ	
17.1	Ailanthus altissima	Chinese Tree of Heaven	9.5	30	Р	F	N	N	Υ	
17.2	Ailanthus altissima	Chinese Tree of Heaven	6.4	18	Р	G	N	N	Y	
24.1	Ailanthus altissima	Chinese Tree of Heaven	18.4	15	Р	G	N	Υ	Y	
24.2	Ailanthus altissima	Chinese Tree of Heaven	16.5	20	Р	G	N	Υ	Y	
24.3	Ailanthus altissima	Chinese Tree of Heaven	7.3	18	Р	G	N	N	Y	
24.4	Ailanthus altissima	Chinese Tree of Heaven	8	20	Р	G	N	N	Υ	
26.1	Afrocarpus gracilior	African Fern Pine	11.2 @ base	28	Р	F	N	N	Υ	
26.2	Afrocarpus gracilior	African Fern Pine	9.7	15	Р	F	N	N	Υ	
26.3	Afrocarpus gracilior	African Fern Pine	13.6	15	Р	F	N	N	Υ	
26.4	Afrocarpus gracilior	African Fern Pine	14 @ base	12	F	G	N	N	Y	
26.5	Prunus caroliniana	Carolina Laurel Cherry	6.4 @ base	5	Р	F	N	N	Y	
26.5	Prunus caroliniana	Carolina Laurel Cherry	8.8 @ base	8	Р	F	N	N	Y	
26.7	Ailanthus altissima	Chinese Tree of Heaven	6 @ base	10	Р	G	N	N	Υ	
26.8	Prunus caroliniana	Carolina Laurel Cherry	6.5 @ base	1.5	Р	Р	N	N	Υ	
30.1	Ailanthus altissima	Chinese Tree of Heaven	7.5 @ base	8	F	G	Y	N	Υ	_

Tag #	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Heritage Tree?	Proposed Removal	Notes
30.2	Quercus rubra	Red Oak	2.5	7	F	G	Υ	N	Υ	



SBCA Tree Consulting 1534 Rose St. Crockett, CA 94525



# **Tree Preservation Guidelines**

The project site is at 1300 El Camino Real in Menlo Park, CA. The guidelines pertain to the protection of all trees designated as City of Menlo Park Street Trees. None of the trees located within the proposed development site will be retained. Tree protection entails observation of the City Guidelines provided below as well as all procedures and treatments noted in this report.

Prior to the beginning of work activities, project arborist will meet with contractor to review rules for construction activities and to inspect and approve tree protection measures. No activities, demolition or otherwise are to begin until tree protection measures have been inspected and approved of

#### CITY OF MENLO PARK TREE PROTECTION SPECIFICATIONS

- 1. A 6" layer of coarse mulch or woodchips is to be placed beneath the dripline of the protected trees. Mulch is to be kept 12" from the trunk.
- 2. A protective barrier of 6' chain link fencing shall be installed around the dripline of protected tree(s). The fencing can be moved within the dripline if authorized by the Project Arborist or City Arborist but not closer than 2' from the trunk of any tree. Fence posts shall be 1.5" in diameter and are to be driven 2' into the ground. The distance between posts shall not be more than 10'. This enclosed area is the Tree Protection Zone (TPZ).
- 3. Movable barriers of chain link fencing secured to cement blocks can be substituted for "fixed" fencing if the Project Arborist and City Arborist agree that the fencing will have to be moved to accommodate certain phases of construction. The builder may not move the fence without authorization form the Project Arborist or City Arborist.
- 4. Where the City Arborist or Project Arborist has determined that tree protection fencing will interfere with the safety of work crews, Tree Wrap may be used as an alternative form of tree protection. Wooden slats at least one inch thick are to be bound securely, edge to edge, around the trunk. A single layer or more of orange plastic construction fencing is to be wrapped and secured around the outside of the wooden slats. Major scaffold limbs may require protection as determined by the City Arborist or Project Arborist. Straw waddle may also be used as a trunk wrap by coiling the waddle around the trunk up to a minimum height of six feet from grade. A single layer or more of orange plastic construction fencing is to be wrapped and secured around the straw waddle.

#### 5. Avoid the following conditions.

#### DO NOT:

- a. Allow run off of spillage of damaging materials into the area below any tree canopy.
- b. Store materials, stockpile soil, or park or drive vehicles within the TPZ.
- c. Cut, break, skin, or bruise roots, branches, or trunks without first obtaining authorization from the City Arborist.
- d. Allow fires under and adjacent to trees.
- e. Discharge exhaust into foliage.
- f. Secure cable, chain, or rope to trees or shrubs.
- g. Trench, dig, or otherwise excavate within the dripline or TPZ of the tree(s) without first obtaining authorization from the City Arborist.



- h. Apply soil sterilants under pavement near existing trees.
- 6. Only excavation by hand or compressed air shall be allowed within the dripline of trees. Machine trenching shall not be allowed.
- 7. Avoid injury to tree roots. When a ditching machine, which is being used outside of the dripline of trees, encounters roots smaller than 2", the wall of the trench adjacent to the trees shall be hand trimmed, making clear, clean cuts through the roots. All damaged, torn and cut roots shall be given a clean cut to remove ragged edges, which promote decay. Trenches shall be filled within 24 hours, but where this is not possible, the side of the trench adjacent to the trees shall be kept shaded with four layers of dampened, untreated burlap, wetted as frequently as necessary to keep the burlap wet. Roots 2" or larger, when encountered, shall be reported immediately to the Project Arborist, who will decide whether the Contractor may cut the root as mentioned above or shall excavate by hand or with compressed air under the root. Root is to be protected with dampened burlap.
- 8. Route pipes outside of the area that is 10 times the diameter of a protected tree to avoid conflict with roots.
- 9. Where it is not possible to reroute pipes or trenches, the contractor shall bore beneath the dripline of the tree. The boring shall take place not less than 3' below the surface of the soil in order to avoid encountering "feeder" roots.
- 10. Trees that have been identified in the arborist's report as being in poor health and/or posing a health or safety risk, may be removed or pruned by more than one-third, subject to approval of the required permit by the Planning Division. Pruning of existing limbs and roots shall only occur under the direction of a Certified Arborist.
- 11. Any damage due to construction activities shall be reported.

#### SUMMARY OF POTENTIAL IMPACTS AND MITIGATION

- 1. <u>Pre-Construction Meeting to Review Tree Protection</u> No activities are to commence until after the meeting and inspection of tree protection is conducted.
- 2. <u>Early Investigation and Health Mitigation</u> Most critical area for investigation is along El Camino Real, just behind the sidewalk. The presence of Plane Tree roots of over one-inch in diameter will require root pruning prior to the use of excavation equipment. Project arborist must be present at the time the concrete pavement behind the sidewalk is removed to inspect for root presence.
- 3. Root Protection Zone (RPZ) The RPZ is initially set at a distance equal to one radial foot for every one inch is tree diameter (DBH). Tree protection fencing is generally placed at the limit of the RPZ. The RPZ of many of the City Street Trees planted along El Camino extends beyond the sidewalk and into the project site. Project arborist is to be present to supervise activities that encroach into the RPZ.
- 4. <u>Trunk and Scaffold Protections</u> Whenever the RPZ is encroached upon by equipment, trees must be armored against any potential mechanical injury.



- 5. <u>Necessary Root Pruning</u> Any necessary root pruning must be supervised or undertaken by project arborist. Root pruning occurs only after roots have been exposed by either hand, air or water excavation.
- 6. <u>Soil Protection</u> When possible, existing concrete paving is to remain in place to provide soil protection during construction activities. Exposed soil areas that are located within the designated RPZ must be protected from compaction using wood chip mulch and trenching plates of 1 1/8 inch plywood. Mitigation will be prescribed for areas of soil compaction identified by project arborist.

#### **EARLY INVESTIGATION**

The information gained from site analysis is utilized in the guidelines for root and soil protection.

<u>Soil Profile Examination</u> – The soil profile examination determines soil texture, compaction and moisture. Soil compaction is mitigated through the use of a water jet or possibly and air spade to improve soil gas exchange.

<u>Root Investigation</u> – Root presence, depth, size and amount are determined in critical areas. This information is vital to the understanding of the level of soil protection and the level of root loss that will likely occur.

#### **PRE-CONSTRUCTION ACTIVITIES**

These activities should be undertaken prior to initiation of construction activity. In addition to modifications to the project design to reduce tree impacts, all steps that improve the health of trees prior to construction will greatly improve the chance of survival.

<u>Designate Tree Root Protection Zone (RPZ)</u> –The tree Root Protection Zone designates an area surrounding a tree or grouping of trees that is to be fenced off from all access until designated by a certified arborist. The RPZ is commonly defined as one (1) foot radial distance for every one (1) inch in tree diameter (DBH). Initial RPZ for all trees are provided in the survey data in Table 1.

The City Street Trees on El Camino, all London Plane, have an RPZ as much as 13 feet that extends into the project site. All will require root protection when the existing pavement is removed.

<u>Tree Root Protection Zone Fencing</u> – Fencing must be inspected and approved prior to the beginning of any demolition of grading activities. Tree protection fencing shall be 6' tall chain link type, secured to the existing concrete pavement if not yet removed. After pavement removal, steel posts driven two-feet into the ground at a spacing of 10 feet to support the tree protection fencing. Fencing shall have signage in place stating: "Tree Protection Area - Do Not Enter". It is understood that there will be encroachment into the RPZ. When moved, tree fencing is installed in the new location in the same manner.

<u>Trunk and Scaffold Protection</u> – All trunk and scaffold protection measures are subject to prior inspection and approval by project arborist. Whenever construction activity must occur inside the tree protection zone, the base of the tree and the first eight-feet of the trunk must be protected. Protection is generally provided by wrapping the trunk up to the first branch with 10 wraps of orange plastic



construction fencing or use of straw waddles wrapped around the tree. Additional protection can be provided by either straw bales or use of vertical 2x4 boards strapped to the tree. Arborist may require any or all of the trunk protection measures depending upon the situation. Arborist approval will be required for acceptance of the measures used.

Root Pruning – Root pruning is best conducted in the late fall and in advance of construction activities. Root pruning is preceded by careful hand, air or water excavation to first expose the roots. Root pruning is conducted by arborist using sharp tools. Severed roots are immediately sprayed with a sugar solution (6 oz. granulated sugar per gallon of water) and covered with either burlap or soil. Pruning both the canopy and roots at the same time should be avoided if possible.

<u>Soil Protection</u> – Soil areas inside of the designated RPZ that are not fenced must be protected. Standard protection entails 6 inches of wood chips covered with ¾ inch plywood. If equipment is to be used, first place 12 inches of wood chip mulch on the soil surface. Place either trenching places or 1 1/8 inch plywood connected with metal straps on the wood chips. Soil protections must remain in place until the completion of construction activities.

<u>Supplemental Irrigation</u> – Arborist will designate supplemental irrigation based upon the monitoring of soil moisture conditions during construction. Supplemental irrigation will be applied prior to the application of mulch and thereafter as per arborist direction.

<u>Mulching</u> – Use of four to six inches of organic mulch (wood chips are best) on soil surface will reduce soil compaction and evaporative soil moisture loss. Recommended material is wood chips generated from tree trimming. Fresh redwood, incense cedar and walnut chips are not acceptable, nor is palm generated mulch.

#### TREE PROTECTION DURING CONSTRUCTION

The level of arborist monitoring of the project can be quite variable, depending upon the degree of encroachment into root systems and the early levels of contractor compliance with the tree protection guidelines. In this situation, all trees to be protected are located outside of the construction site. It is true that the roots of the London Plane trees on El Camino Real do extend into the project site.

<u>Pre-Construction Meeting</u> – It is important that construction crew understands the tree protection requirements. All personnel working on site are to be provided an orientation to tree preservation measures and rules by the arborist assigned to monitor tree preservation. All tree protection measures must be in place and approved by project at this time. Confirmation of compliance will be sent to City Arborist.

<u>Observe Fenced RPZ</u> – This area is off limits to all personnel, equipment, materials storage, or any other activities. Fencing may be relocated only under arborist supervision.

<u>Demolition Activities</u> – If possible, the existing City sidewalk should remain in place for the duration of construction activities. All demolition activities include removal of pavement or structures are considered to be part of the construction project. The same restrictions on the use of equipment and encroachment into the designated root protection zone apply to all such activities. Project arborist must supervise all activities where encroachment into the RPZ occurs.



#### **WORK ACTIVITIES OCCURING WITHIN THE DESIGNATED RPZ**

Due to the relatively tight space, it appears that many activities will occur inside of the designated 36 foot RPZ. Under such circumstances the following protections are required.

Arborist Supervision - An arborist shall monitor trees throughout all phases of development to ensure tree protection measures are in place. Retain above mentioned protection measures until after final inspection.

Root Protection – Areas where roots cannot be fenced require protection from contaminants and compaction. The effects of foot traffic can be mitigated through the use of six (6) inches of wood chip mulch and ¾ inch plywood placed on top.

When equipment is to be used inside of the designated RPZ, soil must be covered with 12 inches of wood chips and two layers of ¾ inch plywood or one layer of 1 1/8 inch plywood or metal trench plates.

Soil Moisture Monitoring and Control - Water stress is detrimental to tree health, particularly during the spring. Supplemental irrigation is required whenever tree roots are uncovered or severed due to trenching or grading. Open trenches with exposed roots require minimum two layers of damp burlap or other acceptable covering at all times. An arborist will determine the amount of supplemental watering required based upon soil moisture investigation and weather conditions.

Required Method of Excavation Within Critical Root Zone – Carefully hand excavation or tunneling shall be the accepted method for installing underground utilities. All soil excavation within the TPZ shall be done with either supersonic air tools, pressurized water, or hand tools prior to any root pruning.

Sidewalk Replacement – If the City sidewalk is replaced, it is best for root protection to wait until the project is near completion. Project arborist must be present to monitor activities. It is recommended that base material under the concrete pavement be "clean crushed rock". This has been shown to reduce the potential for future root related pavement displacement.

#### POST CONSTRUCTION MITIGATION

All valuable trees which have been impacted in any manner (root loss, soil moisture changes, or necessary pruning) will require mitigation to offset the adverse impact and maintain the level of vigor in the tree prior to being impacted impact. Trees that were not vigorous prior to construction will require extra care.

Monitoring Tree Health – Regular visual inspection of trees will aid in assessing where further mitigation is required. Tree decline should be recorded and referenced against pre-construction health assessment. Leaf and stem insects and fungal pathogens are a sign of poor tree health (low energy reserves).

Monitoring of Soil Moisture – It is important that significant changes in soil moisture levels within tree root zones be identified early, prior to visible evidence of tree decline. Moisture should be monitored

 $<sup>^{\</sup>rm 1}$  "Comparison of Method to Reduce Sidewalk Damage from Tree Roots" by E. Thomas Smiley



by visual inspection using a soil probe or through the use of tensiometers placed at key locations. Supplemental irrigation is best provided during middle and late spring. In cases where trees have suffered root loss, supplemental irrigation will be required for a number of years in the area where roots were severed.

<u>Mitigation of Soil Compaction</u> – The level and depth of soil compaction must be assessed and mitigated as necessary. Mitigation of soil compaction in areas where roots are present must minimize root loss. Tools most suitable to mitigate soil compaction are the water jet or air spade.

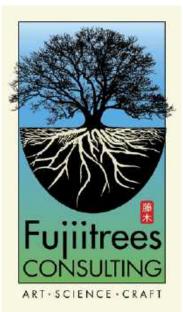
<u>Continued Mulching</u> – If the area behind the sidewalk on El Camino is not paved, it would be best to mulch the exposed soil area. Mulch is extremely beneficial in creating a healthy root environment. A regular program of mulch application is recommended to help retain soil moisture, provide a source of nutrients, and help control weeds. The continued use of good quality compost as a mulch is beneficial as a source of nutrition.

<u>Fertilization</u> – Prior to fertilization, soil analysis and possibly leaf tissue analysis must be undertaken. Trees should be fertilized only when the nutritional limitations have been identified. Leaf tissue analysis is another excellent tool for this determination. Excessive nitrogen fertilization is known to draw sucking insects (aphid, scale, etc.) to the plants and provide nutrition to fungal pathogens in the soil.

<u>Pest Management Program</u> – Healthy trees do not generally have serious pest problems. Stressed trees are attractive hosts to pathogens, which can contribute to decline and eventual death. Pest management is prescribed when monitoring indicates a need and tree health is in decline.

# End





June 2, 2016

Mr. Christian Bonner City Arborist The City of Menlo Park 701 Laurel Street Menlo Park, CA 94025

Re: Station 1300 at 1300 El Camino Real

Contract Arborist Project Review

1300 El Camino Real and Derry Lane Heritage Tree Survey

Dear Mr. Bonner:

The Planning Division for the City of Menlo Park is studying a submittal to develop certain parcels collectively known as 1300 El Camino Real. The project is entitled Station 1300. Fujiitrees Consulting (FTC) was retained to complete a project review of the Tree Survey submitted by the applicant.

# Background

Pursuant to Chapter 13.24 – Heritage Trees of the Menlo Park Municipal Ordinance certain trees are regulated by the City. As used in this chapter "heritage tree" (verbatim) means:

- A tree or group of trees of historical significance, special character or community benefit, specifically designated by resolution of the city council;
- 2. An oak tree (Quercus) which is native to California and has a trunk with a circumference of 31.4 inches (diameter of 10 ten inches) or more, measured at fifty –four (54) inches above natural grade. Trees with more than one trunk shall be measured at the point where the trunks divide, with the exception of trees that are under twelve (12) feet in height, which will be exempt from this section.
- 3. All trees other than oaks which have a trunk with a circumference of 47.1 inches (diameter of fifteen (15 inches) or more, measured fifty –four (54) inches above natural grade. Trees with more than one trunk shall be measured at the point where the trunks divide, with the exception of trees that are under twelve (12) feet in height which will be exempt from this section. (Ord. 928 s 1 (part), 2004)

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ASCA Registered Consulting Arborist® No. 402 ISA Certified Arborist No. WE2257A ISA-TRAQ Tree Risk Assessment Qualification CA DPR Qualified Applicator Certificate No.82521





In addition, all development projects are to submit a land survey that complies with Boundary and Topographical Survey Requirements for the City of Menlo Park. This includes "Locations of existing trees greater than six inches in diameter with the diameter at standard height (54 inches), species, drip line and graphical representation of the trunk size;".

FTC was informed that trees greater than six in trunk diameter at the height of 54 inches are to be included in all required tree inventories conducted for development projects.

The proposed development plans for the Station 1300 project will impact existing Heritage trees, making the development plans subject to the Heritage Tree Ordinance.

### **Assignment**

Specifically, the following items were to be addressed by FTC:

- 1. Visually verify the tree species and size recorded by the Project Arborist.
- 2. Make note of any significant tree suitable for preservation.
- 3. Make recommendations to the Planning Department to either approve or deny the Heritage Tree Removal Application.
- 4. The Planning Division for the City of Menlo Park requested FTC to prepare a tree summary matrix. Table 1 Tree Summary was completed using a template provided by the Planning Division.

For purposes of clarity, Table 1 – The Tree Summary was presented in three parts; Project Arborist, SBCA Heritage Tree Survey, FTC Tree Survey and lastly both tables combined into one table.

Note: This peer review would be equivalent to the work typically conducted by the City Arborist for development projects.

# **Summary of Findings**

#### Site Conditions

On May 16, 2016 FTC visited the project site of Station 1300 located at 1300 El Camino Real in the City of Menlo Park, California. Existing site trees were observed to be in a general state of disrepair with little attention given to acceptable pruning practices.

Of particular concern was tree 12, a coast redwood which overhangs the sidewalk and a portion of El Camino Real. This redwood exhibits significant branch dieback with a slight trunk lean toward the roadway.

Mature City Street Trees were observed to be well maintained but were not remarkable in structure or in health. A number of younger, smaller street trees, mainly coast live oaks were located by SBCA within the Right of Way of Garwood Way.

### Project Arborist Heritage Tree Survey

The Heritage Tree Survey and Tree Location Map completed by SBCA Tree Consulting was the subject of this FTC review.

Refer to Appendix 1, Heritage Tree Survey by SBCA for 110 inventoried trees.

According to the scope described in the SBCA Arborist Report, the tree survey includes all Heritage trees on or directly adjacent to parcels at 1300 El Camino Real and Derry Lane and all adjacent City Street Trees. FTC encountered five trees that were not included in the SBCA tree survey:

- Heritage tree 11.3 Italian cypress (Cupressus sempervirens) 15.2 inches in trunk diameter
- Heritage tree 24.1 Chinese tree of heaven (Ailanthus altissima) 18.4 inches at base
- Heritage tree 24.1 Chinese tree of heaven (Ailanthus altissima) 18.4 inches at base
- City Street Tree 30.1 Chinese tree of heaven (Ailanthus altissima) 7.5 inches at base
- City Street Tree 30.2 red oak (Quercus rubra) 2.5 inches in trunk diameter

Additionally, two palms were inventoried per industry standards but not per MPMC 13.24. (See Background) The palms were:

- Heritage tree 36 Canary Island date palm (Phoenix canariensis) 30.3 inches in trunk diameter
- Heritage tree 46 Mexican fan palm (Washingtonia robusta) 18.5 inches in trunk diameter

FTC contacted the City Arborist, Christian Bonner, for the minimum trunk diameter size that was to be inventoried. According to the City Arborist, all single stem trees greater than six inches in trunk diameter at 54 inches above grade and all multi stem trees greater than six inches in diameter just below the attached stems are to be inventoried.

It was decided that FTC should inventory those trees greater than six inches in trunk diameter in addition to any overlooked trees. Refer to Appendix 2, Supplemental Heritage Tree Survey by FTC for 38 inventoried trees.

Appendix 3 is an updated Tree Location Map prepared by SBCA and updated by FTC. Trees are approximately located and the map is not scaled.

#### <u>Impacts to Heritage City Street Trees and City Street Trees</u>

A magnifying glass was necessary to discern features on the provided sheet TM-3 Topographic Boundary Survey. With that said, all inventoried trees that were not identified as City Street Trees appeared to be located on the subject property.

According to sheet TM-7, Preliminary Grading Plan and sheet TM-8, Preliminary Utility Plan the proposed limits of disturbance will include:

- The demolition of Derry Lane (removal of Heritage City Street Trees 27, 30 and City Street Trees 30.1 and 30.2)
- The improvement and extension of Garwood Way to Oak Grove Avenue (removal of Heritage City Street Trees 33-39, 64, 65, 76–100, 201–207)
- Sidewalk and utility improvements of Oak Grove Avenue (removal of City Street Trees 41-45)
- The installation of a bioretention area following the adjacent property lines of two existing businesses, Menlo Park Chevron and Jason's Café
- Sidewalk and utility improvements of El Camino Real (removal of City Street Tree 60) It should be noted that sheet L-1.0, Landscape Site Plan shows 14 unnumbered City Street Trees to be preserved when the actual count less City Street Tree 60 would be 13.

#### Impacts to Existing On-Site Trees

According to sheet TM-7, Preliminary Grading Plan and sheet TM-8, Preliminary Utility Plan, all existing Heritage trees and Non-Heritage trees within the limits of disturbance will require removal for purposes of construction.

In terms of trees whose size, condition and location may warrant preservation, two trees were identified:

Tree 13.1 holly oak (Quercus ilex) 8.5 inches DBH
Tree 36 Canary Island palm (Phoenix canariensis) 30.3 inches DBH

### Conclusions

#### Risk Posed by Tree 12

The location by a major roadway and the compromised structure of tree 12, a coast redwood, makes it a tree of great concern that should not be ignored.

#### **SBCA Heritage Tree Survey**

Species identification and size were observed to be accurately recorded using the Heritage Ordinance as the guide.

Based on the information provided to FTC, those trees identified as City Street Trees in the SBCA tree survey were observed to be correctly categorized. Refer to Table 1.

SBCA assessments of structure and health for both private trees and City Street Trees were consistent with the overall findings of FTC.

#### <u>Significant Trees for Preservation</u>

It is the opinion of FTC that tree 13.1 – holly oak and tree 36 – Canary Island pine should be considered for preservation. The Project Arborist should provide recommendations for the feasibility of preserving one or both trees.

### Recommendation for the Tree Removal Application

It is the opinion of FTC to accept the SBCA report with the amended tree survey.

It is the opinion of FTC to approve the Station 1300 Heritage Tree Removal Application.

#### Recommendations

- 1. FTC strongly recommends that the Applicant authorize the Project Arborist to take appropriate action to mitigate the risk presented by tree 12.
- 2. Accept Heritage Tree Removal Permit Application No. HTR2016-0072 per MPMC section 13.24.040 Permits;
  - a. Item 1. The condition of the tree or trees with respect to disease, danger of falling, proximity to existing or proposed structures and interference with utility services;
  - b. Item 2. The necessity to remove the tree or trees in order to construct proposed improvements to the property;
  - c. Item 4. The long-term value of the species under consideration, particularly lifespan and growth rate;
- 3. The applicant should apply for a Street Tree Removal Permit to be in compliance with MPMC Section 13.20.060.



4. Two trees should be considered for possible preservation: tree 13.1 – holly oak and tree 36 – Canary Island pine. The Project Arborist should provide recommendations for the feasibility of preserving one or both trees.

This concludes the FTC review of the 1300 El Camino Real and Derry Lane Heritage Tree Survey.

Kindly contact me with your questions.

Respectfully,

M6

Walter Fujii, RCA®

Contract City Arborist



Attachments: Table 1 – Tree Summary

Appendix 1 – SBCA 1300 El Camino and Derry Lane Heritage Tree Survey

Appendix 2 – FTC Supplemental Tree Survey Appendix 3 – Updated Tree Location Map

Certificate of Performance

Terms and Conditions

# Tree Summary (Template provided by the Planning Division)

# SBCA Tree Survey

	On-site			On other parcels <sup>1</sup>				City ROW		Total		
	Existing	To Remain	To Be Removed	Existing	To Remain	To Be Removed	Existing	To Remain	To Be Removed	Existing	To Remain	To Be Removed
Heritage Trees	47	0	47	0	0	0	9	0	9	56	0	56
Non-Heritage Trees	0	0	0	0	0	0	54	15	39	54	15	39

### FTC Supplemental Survey

	On-site			On other parcels <sup>1</sup>				City ROW		Total		
	Existing	To Remain	To Be Removed	Existing	To Remain	To Be Removed	Existing	To Remain	To Be Removed	Existing	To Remain	To Be Removed
Heritage Trees	3	0	3	0	0	0	0	0	0	3	0	3
Non-Heritage Trees	33	0	33	0	0	0	2	0	2	35	0	35

### **Combined Surveys**

	On-site			On other parcels <sup>1</sup>				City ROW		Total		
	Existing	To Remain	To Be Removed	Existing	To Remain	To Be Removed	Existing	To Remain	To Be Removed	Existing	To Remain	To Be Removed
Heritage Trees	50	0	50	0	0	0	9	0	9	59	0	59
Non-Heritage Trees	33	0	33	0	0	0	56	15	41	89	15	74

<sup>1/</sup> Per sheet TM-3 Topographic Boundary Survey, all inventoried trees that were not identified as City Street Trees were located on the subject property.

# 1300 El Camino Real and Derry Lane Heritage Tree Survey

#### **COLUMN HEADING DESCRIPTIONS**

Tag# - Indicates the number tag attached to tree

Species - Scientific name

Common Name - Vernacular name

DBH - Diameter measured in inches at 4.5 feet above soil grade; For multiple stemmed trees, measurements were taken at the point where the trunks divide;

For palms, measurements are made from the tree base to the point where fronds emanate

Spread- In feet

Structure- Tree Structural Safety: E is Excellent, G is Good, F is Fair, P is Poor, H is Hazardous

Health - Tree Health: E is Excellent, G is Good, F is Fair, P is Poor, D is Dead or Dying

City Street Tree - Y is Yes, N is No Proposed Removal - Y is Yes, N is No

Notes - See below

#### ABBREVIATIONS AND DEFINITIONS

Embedded Bark (EB) - AKA Included Bark, this is a structural defect where bark is included between the branch attachment so that the wood cannot join. Such defects have a higher propensity for failure.

Codominant (CD) - A situation where a tree has two or more stems which are of equal diameter and relative amounts of leaf area. Trees with codominant primary scaffolding stems are inherently weaker than stems, which are of unequal diameter and size.

Notes

Codominant w/ Embedded Bark (CDEB) - When bark is embedded between codominant stems, failure potential is very high and pruning to mitigate the defect is recommended.

Poor Pruning (PP)- Past pruning practices considered unacceptable according to ANSI A300 Best Management Practices, Tree Pruning

Headed (H) - Generally considered poor pruning practice which removes the central leader and the internode.

Tag#	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Proposed Removal	Notes
1	Sequoia sempervirens	Coast Redwood	28	25	G	F	N	Υ	Off color, Signs of stress, Botryosphaeria?
2	Ailanthus altissima	Chinese Tree of Heaven	28 @ base	36	F - P	F	N	Υ	Multi
3	Ailanthus altissima	Chinese Tree of Heaven	24 @ base	30	F - P	F	N	Υ	Multi
4	Ailanthus altissima	Chinese Tree of Heaven	24 @ base	15	F - P	F	N	Υ	Multi, Clump of 4 stems
5	Ailanthus altissima	Chinese Tree of Heaven	15 @ base	20	F-P	F	N	Υ	Multi, Clump of 3 stems

Tag#	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Proposed Removal	Notes
6	Ailanthus altissima	Chinese Tree of Heaven	18 @ base	30	F - P	F	N	Υ	Multi, Clump of 3 stems
7	Ailanthus altissima	Chinese Tree of Heaven	30 @ base	45	Р	F	N	Υ	Multi, EB
8	Ailanthus altissima	Chinese Tree of Heaven	28 @ base	35	Р	F	N	Υ	Multi
9	Ailanthus altissima	Chinese Tree of Heaven	40 @ base	30	F-P	F	N	Υ	Multi
10	Acacia melanoxylon	Blackwood Acacia	24	35	Р	G	N	Υ	CDEB
11	Cupressus sempervirens	Italian Cypress	15 @ base	10	F	F	N	Υ	CD, 2nd in a line of 7 cypress
12	Sequoia sempervirens	Coast Redwood HIGH RISK TREE - REQUIRES MITIGATION	54	40	P - H	P - D	N	Υ	Significant tip dieback, Dead CD top, 27" x 10' (rotting) wound on side facing street, Slight lean to street
13	Jacaranda mimosifolia	Jacaranda	27 @ base	25	F	G	N	Y	Multi
14	Jacaranda mimosifolia	Jacaranda	28 @ base	30	Р	G	N	Υ	EB, Multi
15	Jacaranda mimosifolia	Jacaranda	26 @ base	25	F	G	N	Υ	Multi, PP
16	Jacaranda mimosifolia	Jacaranda	15	25	F	G	N	Υ	CD
17	Ailanthus altissima	Chinese Tree of Heaven	32 @ base	40	Р	F	N	Υ	Multi, CDEB, EB
18	Ailanthus altissima	Chinese Tree of Heaven	22 @ base	35	F-P	F	N	Υ	Multi, Basal damage, Metal in tree
19	Ailanthus altissima	Chinese Tree of Heaven	20 @ base	20	Р	F	N	Y	Multi, Clump of 6 stems, CDEB
20	Ailanthus altissima	Chinese Tree of Heaven	30 @ base	30	Р	F	N	Υ	Multi
21	Quercus agrifolia	Coast Live Oak	20 @ base	20	Р	F	N	Υ	Multi, EB
22	Ailanthus altissima	Chinese Tree of Heaven	48 @ base	70	Р	G	N	Υ	Multi, multi, EB, EB branch breakout

Tag#	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Proposed Removal	Notes
23	Ailanthus altissima	Chinese Tree of Heaven	72 @ base	50	Р	F-G	N	Υ	Multi, Clump of 9 stems, EB
24	Afrocarpus gracilior	African Fern Pine	15	25	G	G	N	Υ	CD
25	Afrocarpus gracilior	African Fern Pine	15 @ base	20	Р	F	N	Υ	CDEB
26	Afrocarpus gracilior	African Fern Pine	15 @ base	15	Р	G	N	Υ	CDEB
27	Ailanthus altissima	Chinese Tree of Heaven	17 @ base	20	Р	F	Υ	Υ	CDEB, PP, H
28	Quercus agrifolia	Coast Live Oak	23	50	F	F	N	Υ	PP, Wound at base, 20' from curb
29	Sequoia sempervirens	Coast Redwood	103 @ base	50	F	F	N	Υ	Multi, Off color, Signs of stress, 20' from curb
30	Sequoia sempervirens	Coast Redwood	32.5 @ base	30	G	G	Y	Υ	Hardscape displacement
31	Phoenix canariensis	Canary Island Date Palm							Gone
32	Phoenix canariensis	Canary Island Date Palm							Gone
33	Quercus agrifolia	Coast Live Oak	40.5	60	Р	G	Y	Υ	Off site, 13' from property line, CD, Trunk rotted out on north side
34	Robinia pseudoacacia	Black Locust	30 @ base	25	Р	F	Y	Υ	On property line, Clump of 7 stems, Growing in fence
35	Ailanthus altissima	Chinese Tree of Heaven	24 @ base	40	Р	F	Υ	Υ	Multi, On property line, Clump of 10 stems, 5' from street
36	Phoenix canariensis	Canary Island Date Palm	20' of Clear Trunk	n/a	G	G	Y	Υ	Off site , 4' from street
37	Quercus lobata	Valley Oak	32	65	F	F	Y	Υ	Off site, 7' from property line, 2' from curb, Previous #53, Large (rotting) pruning wound, PP
38	Quercus agrifolia	Coast Live Oak	10	20	F	G	Y	Υ	Large breakouts, Pruning wounds, Lean for light
39	Quercus lobata	Valley Oak	23.5	40	F	Р	Υ	Υ	8' from curb

Tag#	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Proposed Removal	Notes
40	Ailanthus altissima	Chinese Tree of Heaven	20 @ base	20	F	F	N	Υ	Multi, Part of a large 70' long stand
41	Platanus x hispanica	London Plane Tree	12.5	20	Р	Р	Υ	Υ	Street tree, Pruning wounds, ID, Previously headed
42	Platanus x hispanica	London Plane Tree	12.5	30	Р	F	Υ	Υ	Street tree, Pruning wounds, ID, Previously headed
43	Platanus x hispanica	London Plane Tree	12.5	30	Р	F	Υ	Υ	Street tree, ID, Previously headed
44	Quercus agrifolia	Coast Live Oak	1	5	F	F	Υ	Υ	Good push of new growth
45	Pyrus kawakamii	Evergreen Pear	13	30	F	G	Υ	N	Large pruning wounds, CD
46	Washingtonia robusta	Mexican Fan Palm	7' of Clear Trunk	15	G	G	N	Υ	Close to building, Volunteer?
47	Platanus x hispanica	London Plane Tree	11	25	F	F-G	Υ	N	Street tree, Lean, CD
48	Platanus x hispanica	London Plane Tree	11	25	G	F-G	Υ	N	Lean
49	Platanus x hispanica	London Plane Tree	9	25	G	F-G	Υ	N	Lean
50	Platanus x hispanica	London Plane Tree	11.5	30	G	F-G	Υ	N	CD, Touching metal grate
51	Platanus x hispanica	London Plane Tree	11	30	G	G	Υ	N	CD, Touching metal grate
52	Platanus x hispanica	London Plane Tree	10.5	30	G	G	Υ	N	CD, Touching metal grate
53	Platanus x hispanica	London Plane Tree	11.5	30	G	G	Υ	N	CD, Touching metal grate
54	Platanus x hispanica	London Plane Tree	10	30	G	F-G	Υ	N	Large pruning wounds, CD, touching metal grate
55	Platanus x hispanica	London Plane Tree	10	30	G	F-G	Υ	N	No grate
56	Platanus x hispanica	London Plane Tree	8.5	30	G	F-G	Υ	N	
57	Platanus x hispanica	London Plane Tree	10	30	G	F-G	Υ	N	Touching metal grate
58	Platanus x hispanica	London Plane Tree	11	30	G	G	Υ	N	Lean
59	Platanus x hispanica	London Plane Tree	10	30	G	G	Υ	N	

Tag#	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Proposed Removal	Notes
60	Platanus x hispanica	London Plane Tree	6	20	G	F	Υ	Υ	Smaller than others, likely shaded by adjacent redwood
61	Platanus x hispanica	London Plane Tree	7.5	20	G	F	Y	N	
62	Ailanthus altissima	Chinese Tree of Heaven	18 @ base	45	Р	G	N	Υ	CDEB, Multi
63	Quercus agrifolia	Coast Live Oak	10.5 @ base	20	F-P	G	N	Υ	3 stems
64	Acacia melanoxylon	Blackwood Acacia	12.5	25	F	G	Υ	Υ	Lean, Trunk damage, 2-3' from curb
65	Acacia melanoxylon	Blackwood Acacia	8.5	25	G	G	Y	Υ	Slight lean, 5' from end of pavement
66	Ailanthus altissima	Chinese Tree of Heaven	34.5 @ base	20	Р	G	N	Υ	Multi, Part of a large 70' long stand
67	Ailanthus altissima	Chinese Tree of Heaven	21 @ base	15	Р	G	N	Υ	Multi, Part of a large 70' long stand
68	Ailanthus altissima	Chinese Tree of Heaven	20 @ base	20	Р	G	N	Υ	Multi, Part of a large 70' long stand
69	Ailanthus altissima	Chinese Tree of Heaven	18 @ base	25	Р	G	N	Υ	Multi, Part of a large 70' long stand
70	Ailanthus altissima	Chinese Tree of Heaven	19 @ base	20	Р	G	N	Υ	Multi, Part of a large 70' long stand
71	Ailanthus altissima	Chinese Tree of Heaven	16 @ base	25	Р	G	N	Υ	Multi, Part of a large 70' long stand
72	Ailanthus altissima	Chinese Tree of Heaven	15 @ base	25	Р	G	N	Υ	Multi, Part of a large 70' long stand
73	Ailanthus altissima	Chinese Tree of Heaven	21 @ base	20	Р	G	N	Υ	Multi, Part of a large 70' long stand
74	Ailanthus altissima	Chinese Tree of Heaven	16 @ base	15	Р	G	N	Υ	Multi, Part of a large 70' long stand
75	Ailanthus altissima	Chinese Tree of Heaven	22 @ base	20	Р	G	N	Υ	Multi, Pruning left larger stumps
76	Quercus agrifolia	Coast Live Oak	1 3/4	5	G	G	Y	Υ	Diameter taken below first branching
77	Quercus agrifolia	Coast Live Oak	1	5	G	F	Υ	Υ	Diameter taken below first branching
78	Quercus agrifolia	Coast Live Oak	3 3/4	10	G	G	Υ	Υ	Diameter taken below first branching

Tag#	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Proposed Removal	Notes
79	Quercus agrifolia	Coast Live Oak	4	10	F	G	Υ	Υ	CD
80	Quercus agrifolia	Coast Live Oak	4.5	20	F	G	Υ	Υ	Pruning wounds
81	Quercus agrifolia	Coast Live Oak	6	25	F	G	Υ	Υ	Large pruning wounds, CD
82	Malus sp.	Apple	3	5	G	G	Υ	Υ	
83	Quercus agrifolia	Coast Live Oak	3	10	G	G	Υ	Υ	Diameter taken below first branching. CD
84	Quercus agrifolia	Coast Live Oak	3	20	F	G	Υ	Υ	Diameter taken below first branching
85	Quercus agrifolia	Coast Live Oak	1	5	G	G	Υ	Υ	Diameter taken below first branching
86	Quercus agrifolia	Coast Live Oak	5 3/4	20	G	G	Υ	Υ	Diameter taken below first branching
87	Quercus agrifolia	Coast Live Oak	0.5	3	G	G	Υ	Υ	Diameter taken below first branching
88	Quercus agrifolia	Coast Live Oak	1	3	G	G	Υ	Υ	Diameter taken below first branching
89	Quercus agrifolia	Coast Live Oak	3/4	3	G	G	Υ	Υ	Diameter taken below first branching
90	Quercus agrifolia	Coast Live Oak	0.5	3	G	G	Υ	Υ	Diameter taken below first branching
91	Quercus agrifolia	Coast Live Oak	1.5	3	G	G	Υ	Υ	Diameter taken below first branching
92	Quercus agrifolia	Coast Live Oak	1	3	G	G	Υ	Υ	Diameter taken below first branching
93	Quercus agrifolia	Coast Live Oak	3.5	15	G	G	Υ	Υ	Diameter taken below first branching
94	Quercus agrifolia	Coast Live Oak	2	15	G	G	Υ	Υ	Diameter taken below first branching
95	Quercus agrifolia	Coast Live Oak	0.5	5	G	G	Υ	Υ	Diameter taken below first branching
96	Quercus agrifolia	Coast Live Oak	1.5	5	G	G	Υ	Υ	Diameter taken below first branching
97	Quercus agrifolia	Coast Live Oak	1.5	10	G	G	Υ	Υ	Diameter taken below first branching

Tag#	Species	Common Name	DBH	Spread	Structure	Health	City Street Tree	Proposed Removal	Notes
98	Ailanthus altissima	Chinese Tree of Heaven	4	20	G	F	Υ	Υ	
99	Ailanthus altissima	Chinese Tree of Heaven	3.5	20	F	F	Υ	Υ	
100	Ailanthus altissima	Chinese Tree of Heaven	7.5	25	G	Р	Υ	Υ	
201	Quercus agrifolia	Coast Live Oak	1.5	5	G	G	Υ	Υ	Diameter taken below first branching
202	Quercus agrifolia	Coast Live Oak	1	5	G	G	Υ	Υ	Diameter taken below first branching
203	Quercus agrifolia	Coast Live Oak	1.5	5	G	G	Υ	Υ	Diameter taken below first branching
204	Quercus agrifolia	Coast Live Oak	2.5	10	G	G	Υ	Υ	Diameter taken below first branching
205	Quercus agrifolia	Coast Live Oak	2	5	G	G	Υ	Υ	Diameter taken below first branching
206	Quercus agrifolia	Coast Live Oak	2.5	5	G	G	Υ	Υ	Diameter taken below first branching
207	Quercus agrifolia	Coast Live Oak	1	5	G	G	Υ	Υ	Diameter taken below first branching
208	Ailanthus altissima	Chinese Tree of Heaven	18 @ base	20	Р	G	N	Υ	Multi
209	Ailanthus altissima	Chinese Tree of Heaven	15 @ base	20	Р	G	N	Υ	Multi
210	Ailanthus altissima	Chinese Tree of Heaven	16 @ base	25	Р	G	N	Υ	Multi
211	Ailanthus altissima	Chinese Tree of Heaven	40 @ base	25	Р	G	N	Υ	Multi
212	Ailanthus altissima	Chinese Tree of Heaven	22 @ base	25	Р	G	N	Υ	Multi

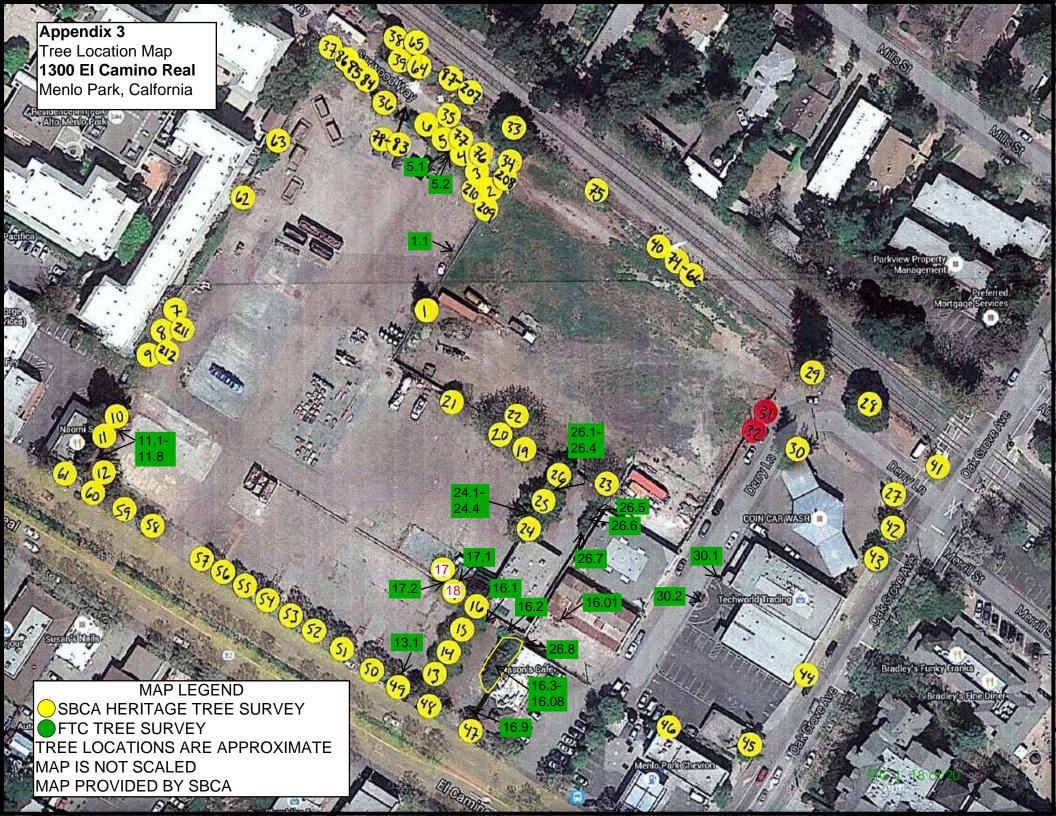
# FTC Tree Survey

Tag #	Species	Common Name	DBH	Approximat e Spread in Feet	Structure	Health	City Street Tree	<sup>1</sup> Proposed Removal	Notes
1.1	Ailanthus altissima	Chinese Tree of Heaven	13 base	14	F-G	G	N	Y	
5.1	Ailanthus altissima	Chinese Tree of Heaven	5.8	30	Р	G	N	Υ	
5.2	Ailanthus altissima	Chinese Tree of Heaven	9.8	30	Р	G	N	Υ	
11.1	Cupressus sempervirens	Italian cypress	9.5 base	Shared Canopy 25 feet long	F	F	N	Y	
11.2	Cupressus sempervirens	Italian cypress	11	Shared Canopy 25 feet long	F	G	N	Υ	
11.3	Cupressus sempervirens	Italian cypress	15.2	Shared Canopy 25 feet long	F	G	N	Υ	Heritage Tree
11.4	Cupressus sempervirens	Italian cypress	7	Shared Canopy 25 feet long	F	G	N	Υ	
11.5	Cupressus sempervirens	Italian cypress	11.7	Shared Canopy 25 feet long	F	G	N	Υ	
11.6	Cupressus sempervirens	Italian cypress	11.8	Shared Canopy 25 feet long	F	G	N	Υ	
11.7	Cupressus sempervirens	Italian cypress	13	Shared Canopy 25 feet long	F	G	N	Υ	
11.8	Cupressus sempervirens	Italian cypress	~6 stake	8	Р	G	N	Υ	
13.1	Quercus ilex	holly oak	8.5	10	F	G	N	Υ	Possible tree to relocate.
16.01	Ailanthus altissima	Chinese Tree of Heaven	6.5	16	F	F	N	Y	_
16.1	Acer palmatum	Japanese maple	9.8 base	10	Р	G	N	Υ	
16.2	Acer palmatum	Japanese maple	9.5 base	14	Р	G	N	Υ	

Ton #	Species	Common Name	DBH	Approximat e Spread in Feet	Structure	Health	City Street Tree	<sup>1</sup> Proposed Removal	Notes
Tag #	Species	Common Name		Shared	Structure	Пеанн		Removal	Notes
16.3	Prunus caroliniana	Carolina laurel cherry	10 base	Canopy 45 feet long	F	G	N	Υ	
16.4	Prunus caroliniana	Carolina laurel cherry	11.5 base	Shared Canopy 45 feet long	Р	G	N	Υ	
16.5	Prunus caroliniana	Carolina laurel cherry	8 base	Shared Canopy 45 feet long	Р	G	N	Υ	
16.6	Prunus caroliniana	Carolina laurel cherry	7.5 base	Shared Canopy 45 feet long	Р	G	N	Υ	
16.7	Prunus caroliniana	Carolina laurel cherry	9.5 base	Shared Canopy 45 feet long	Р	G	N	Υ	
16.8	Prunus caroliniana	Carolina laurel cherry	7.7 base	Shared Canopy 45 feet long	Р	G	N	Υ	
16.9	Prunus caroliniana	Carolina laurel cherry	7.3 base	8	Р	F	N	Υ	
17.1	Ailanthus altissima	Chinese Tree of Heaven	9.5	30	Р	F	N	Υ	
17.2	Ailanthus altissima	Chinese Tree of Heaven	6.4	18	Р	G	N	Υ	
24.1	Ailanthus altissima	Chinese Tree of Heaven	18.4 base	15	VP	G	N	Υ	Heritage Tree
24.2	Ailanthus altissima	Chinese Tree of Heaven	16.5 base	20	VP	G	N	Υ	Heritage Tree
24.3	Ailanthus altissima	Chinese Tree of Heaven	7.3	18	VP	G	N	Υ	
24.4	Ailanthus altissima	Chinese Tree of Heaven	8	20	VP	G	N	Υ	
26.1	Afrocarpus altissima	fern pine	11.2 base	28	Р	F	N	Υ	
26.2	Afrocarpus altissima	fern pine	9.7	15	VP	F	N	Υ	
26.3	Afrocarpus altissima	fern pine	13.6 base	15	Р	F	N	Υ	
26.4	Afrocarpus altissima	fern pine	14 base	12	F	G	N	Υ	

Tag #	Species	Common Name	DBH	Approximat e Spread in Feet		Health	City Street Tree	<sup>1</sup> Proposed Removal	Notes
26.5	Prunus caroliniana	Carolina laurel cherry	arolina laurel cherry 6.4 base 5		Р	F	N	Υ	
26.6	Prunus caroliniana	Carolina laurel cherry	8.8 base	8	Р	F	N	Υ	
26.7	Ailanthus altissima	Chinese Tree of Heaven	6 base	10	VP	G	N	Υ	
26.8	Prunus caroliniana	Carolina laurel cherry	6.5 base	1.5	VP	VP	N	Υ	
30.1	Ailanthus altissima	Chinese Tree of Heaven	7.5 base	8	F	G	Y	Υ	City Street Tree
30.2	Quercus rubra	red oak	2.5	7	F	G	Y	Υ	City Street Tree

<sup>1/</sup> Y - Considered to be proposed for removal unless determined otherwise by the Project Arborist or Owner.



### **Certification of Performance**

That I have personally inspected the tree(s) and /or property referred to in this report and have stated my findings accurately. The extent of the evaluation and appraisal is stated in the attached report and the Terms and Conditions;

That I have no current or prospective interest in the vegetation or the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved;

That the analysis opinions and conclusions stated herein are my own and are based on current scientific procedures and facts;

That my compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party nor upon the results of the assessment the attainment of stipulated results or the occurrence of any subsequent events;

That my analysis opinions and conclusion were developed and this report has been prepared according to commonly accepted Arboricultural practices;

I further certify that I am a Registered Consulting Arborist® by the American Society of Consulting Arborists (ASCA) and a Certified Arborist by the International Society of Arboriculture (ISA).

### **Disclosure Statement**

Arborists are tree specialists who use their education, knowledge, training and experience to examine trees and recommend measures to enhance the beauty and health of trees and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Certain conditions are often hidden within trees or below the ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances or for a specific period of time. Likewise remedial treatments cannot be guaranteed.

Trees can be managed but they cannot be controlled. To live near trees is to accept some degree of risk.

Signed:

Date: 6/02/2016

Walter Fujii, RCA®

# Fujiitrees Consulting TERMS AND CONDITIONS

The following terms and conditions apply to all oral and written reports and correspondence pertaining to the consultations, inspections and activities of Fujiitrees Consulting hereinafter referred to as "Consultant".

- 1. Any legal description provided to the Consultant is assumed to be correct. No responsibility is assumed for matters legal in character nor is any opinion rendered as to the quality of any title.
- 2. It is assumed that any property referred to in any report or in conjunction with any services performed by the Consultant, is not in violation of any applicable codes, ordinances, statutes, or other governmental regulations, and that any titles and ownership to any property are assumed to be good and marketable. Any existing liens and encumbrances have been disregarded.
- 3. Possession of this report or a copy thereof does not imply any right of publication or use for any purpose, without the express permission of the Consultant and the Client to whom the report was issued. Loss, removal or alteration of any part of a report invalidates the entire appraisal/evaluation.
- 4. The scope of any report or other correspondence is limited to the trees and conditions specifically mentioned in those reports and correspondence. The Consultant assumes no liability for the failure of trees or parts of trees, either inspected or otherwise. The Consultant assumes no responsibility to report on the condition of any tree or landscape feature not specifically requested by the named client.
- 5. No tree described in this report was climbed, unless otherwise stated. The Consultant cannot take responsibility for any defects, which could only have been discovered by climbing. A full root crown examination (RCX), consisting of excavating the soil around the tree to uncover the root crown and major buttress roots was not performed unless otherwise stated. We cannot take responsibility for any root defects, which could only have been discovered by such an inspection.
- 6. The Consultant shall not be required to provide further documentation, give testimony, be deposed, or attend court by reason of this appraisal/report unless subsequent contractual arrangements are made, including payment of additional fees for such services as described by the consultant or in the fee schedules or contract.
- 7. The Consultant offers no guarantees or warrantees, either expressed or implied, as to the suitability of the information contained in the reports for any purpose. It remains the responsibility of the client to determine applicability to his/her particular case.
- 8. Any report and the values, observations, and recommendations expressed therein represent the professional opinion of the Consultant, and the fee for services is in no manner contingent upon the reporting of a specified value nor upon any particular finding to be reported.
- 9. Any photographs, diagrams, graphs, sketches, or other graphic material included in any report, being intended solely as visual aids, are not necessarily to scale and should not be construed as engineering reports or surveys, unless otherwise noted in the report. Any reproductions of graphs material or the work produce of any other persons is intended solely for the purpose of clarification and ease of reference. Inclusion of said information does not constitute a representation by the Consultant as to the sufficiency or accuracy of that information.
- 10. Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.
- 11. Payment terms are net payable upon receipt of invoice. All balances due beyond 30 days of invoice date will be charged a service fee of 1.5 percent per month (18.0% APR). All checks returned for insufficient funds or any other reason will be subject to a \$25.00 service fee. Advance payment of fees may be required in some cases.



November 7, 2016

Mr. Thomas Rogers City of Menlo Park 701 Laurel Street, Menlo Park, CA 94025

Re: Reassessment of Nine Trees

Dear Mr. Rogers,

Greenheart submitted an arborist report in support of its application to remove trees on the site of the proposed Station 1300. The City engaged an independent arborist, Walt Fujii, to verify the work of the Greenheart arborist, Steve Batchelder. Mr. Fujii recommended that two tree be considered for relocation or preservation. After further analysis the City agreed that one, a canary palm, should be relocated off site, and that the other, a holly oak, did not warrant relocation.

Subsequently, Greenheart's application to remove trees at the Station 1300 site was considered at the October 12, 1016 EQC meeting. At this meeting a member of the public requested that the removal of nine trees be reconsidered. Each of these trees was mapped to identify the precise location (see Exhibit A) and reanalyzed by Steve Batchelder, arborist, and David Cox, tree mover. The results are presented in Exhibit B.

In summary, each tree has a locational conflict with proposed improvements and therefore cannot be preserved in its present location. Relocation of the trees for transplanting elsewhere is not recommended because none of the trees are quality specimens by virtue of health and structure. (See Exhbit C.) Many of the trees have additional characteristics that make relocation infeasible: large size, species with a low relocation success rate, or located too close to the Caltrain rails.

Respectfully,

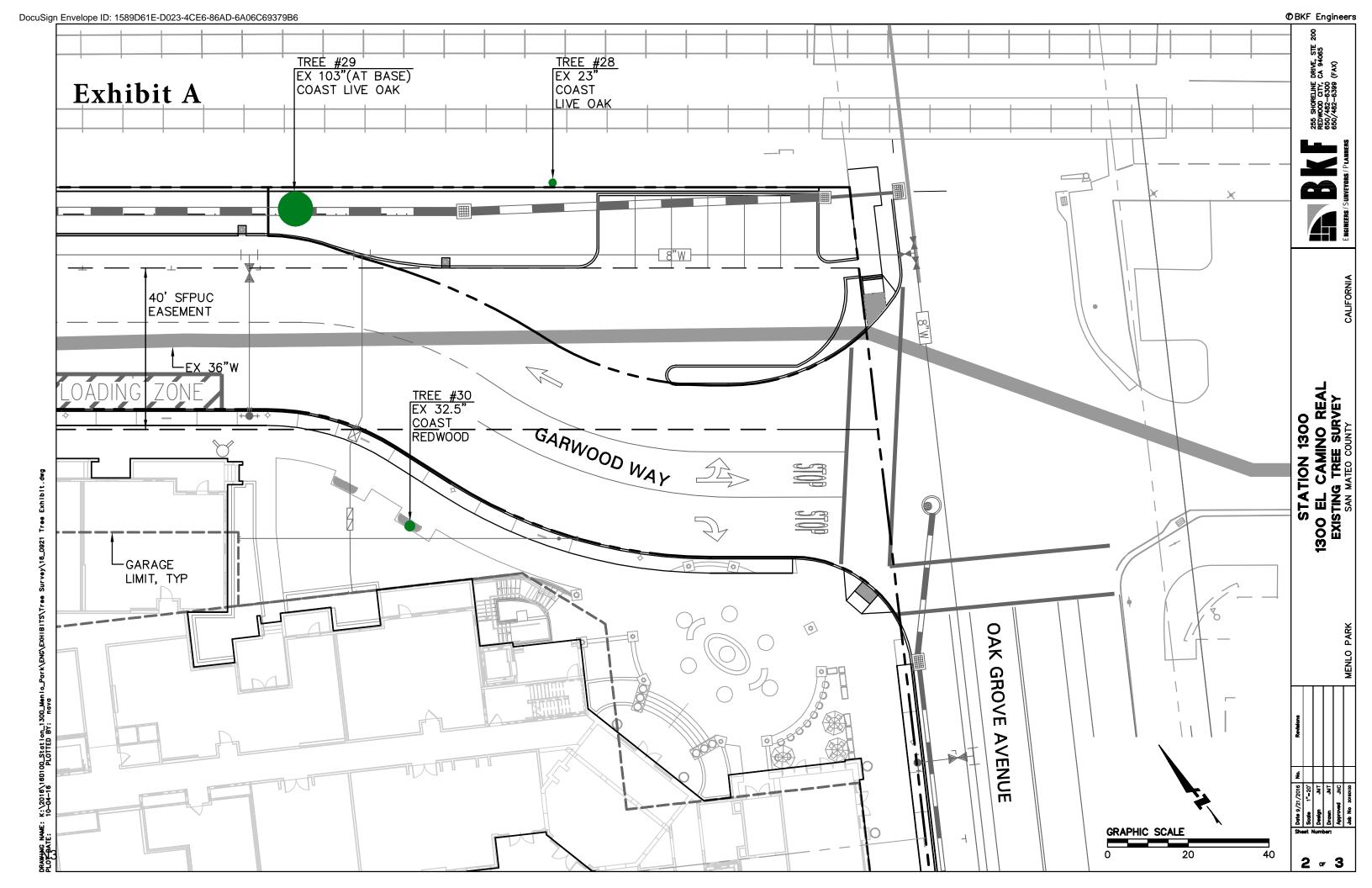
Steve Batchelder

---- DocuSigned by:

Steve Batchelder 10/2016

-F4AB6FCBFE484D4...

Steve Pierce



# **Exhibit B**

### Assessment of Tree for Relocation or Preservation in Place

Refer to Exhibit A for tree locations and Exhibit C for arborist comments.

Tree #21

Description: 20" Multi-stemmed Coast Live Oak, poor structure, fair health

Location: Conflict with underground garages

Relocation: Poor Specimen, not worthy of transplant Preservation: Not possible due to location conflicts

Conclusion: Remove tree

Tree #28

Description: 23" Coast Live Oak, fair health and structure

Location:

On Caltrain property line

- In conflict with future property line retaining wall (a)
- In conflict with future 24" storm drain (b)
- In conflict with bio-swale (c)
- In conflict with Caltrain electrification and is slated for removal by Caltrain

Relocation: Not feasible. It would require an 18 ft box and much of the root structure is in the Caltrail ROW and would require excavation unacceptably close to the rails.

Preservation: To be removed for Caltrain electrification.

Conclusion: Remove tree

### Tree #29

Description: 103" Redwood as measured at base of multi-trunk tree, fair health, off color, signs of stress.

### Location:

- On Caltrain property line
- In conflict with future property line retaining wall (a)
- In conflict with 24" storm drain (b)
- In conflict with bio-swale (c)

Relocation: Too large to relocate

Preservation: Not possible due to location conflicts including proximity to rail line

Conclusion: Remove tree

#### Tree #30

Description: 32" Redwood, good health and structure

Location: At back of future Garwood sidewalk

### Relocation:

- Extremely expensive to relocate because of size.
- Most (80% to 90%) of roots would be lost during relocation and survival problematic.
- Not of sufficient quality to warrant expense.

### Preservation:

An 8 ft to 10 ft diameter clear zone would be required to allow growth at base. This would diminish the sidewalk walk zone by 4ft to 5ft.

- Garage excavation would be about 10 ft from, tree and seriously compromise root structure.
- Redwoods are not drought tolerant, require extensive water and consequently are not a preferred species for preservation.

Conclusion: Remove tree

### Tree #33

Description: 40" Coast Live Oak, poor structural condition, trunk rotted out on north side Location:

- In 12 ft space between future Garwood and Caltrain ROW
- In conflict with future property line retaining wall (a)
- In conflict with 24" storm drain (b)
- In conflict with bio-swale (c)

### Relocation:

- Poor specimen, not worthy of transplant
- It is infeasible to excavate extensively in the Caltrain ROW

Preservation: Not possible due to locations conflicts

Conclusion: Remove tree

#### Tree #37

Description: 32" Valley Oak, fair health and structure, large rotting pruning wound Location:

- In future driveway of recycling area
- On axis of future sidewalk

Relocation: Poor specimen, not worthy of transplanting Preservation: Not possible due to location conflicts

Conclusion: Remove tree

### Tree #38

Description: 10" Coast Live Oak, good health, fair structure, large breakouts, leaning, pruning

wounds

Location: In the proposed Garwood roadway

Relocation: Poor specimen not suitable for transplanting Preservation: Not possible due to location conflicts

Conclusion: Remove tree

### Tree #39

Description: 24" Valley Oak, poor health, fair structure

Location: In the proposed Garwood roadway

Relocation: Poor specimen not suitable for transplanting

Preservation: Not possible due to location conflicts

Conclusion: Remove tree

Tree #63

Description: 10" Coast Live Oak, three stems, good health, poor to fair structure

Location: In footprint of recycle building

Relocation: Poor specimen not suitable for transplanting Preservation: Not possible due to location conflicts

Conclusion: Remove tree

### Notes

(a) The SFPUC requires that the grade of the future Garwood Way be about 2 ft above the existing grade. This will require that a retaining walk be built on the Caltrain property line. The construction of this wall will impact the roots of the trees near the Caltrain ROW (i.e., Trees #28, #29, and #33). Further, the grade around the trees will need to be raised 2 ft, which is problematic for the tree health.

- (b) A 24" diameter storm drain will be constructed at a shallow depth between Oak Grove and Glenwood. This pipe will be located directly under a or near to the trunks of the three cited trees above, and its construction will have a significant impact on the primary roots of each tree. Due to SFPUC restrictions the pipe cannot be located in the Garwood ROW.
- (c) The entire area between Garwood Way and the Caltrain ROW is required for bio-swale. If the bio-swale is reduced to preserve the root zone, there would be insufficient bio-swale to meet requirements. Further, it is recommended by San Mate County that oaks not be located in bio-swales.

STATION 1300 11/7/2016
Greenheart Land Company **Exhibit C** 1 of 3

Steve,

Wanted to provide a few comments regarding the suggestion to relocate or retain any of the 9 trees.

<u>Basic Arborist Conclusions</u> –None of the trees are worthy of retention or relocation within the current design of the project. In all cases, it is recommended that the resources be dedicated to planting new trees in a manner that provides a suitable root environment that will assure the trees remain vigorous and healthy for a long and useful life expectancy.

<u>Relocation of Existing Trees Not Recommended</u> – Replacing trees with a healthy specimens will assure that trees thrive in future years. It is better to invest resources in the preparation of an optimum planting site than attempting to relocate a large tree of marginal value with a diminished chance for long term survival.

<u>Redwoods Not Suitable for Future</u> – Another drought, comparable to the four years of minimal rainfall California recently experienced, will contribute to an additional demise of urban trees that require higher moisture. Oaks are a preferable species to the redwood.

<u>Cost of Retention</u> – Retaining existing trees will again prove to be expensive. Reductions in the soil volume due to project design will cause tree decline. With an existing tree, soil mitigation measures are more difficult and often insufficient. In all cases, it is recommended that a new specimen tree be planted. It is preferable to have young vigorous trees than to be stuck with an old struggling trees that are slowly dying.

<u>New Planting of Suitable Species in Well Prepared Planting Sites</u> – In all cases, it would be best that replacement species be suitable for projected future weather conditions. It is most critical that the soil volume needs of the tree species are met. The greater investment put into the planting site, the greater the returns will be. These include faster and more vigorous growth, less pest and disease problems, greater longevity and an absence of root-hardscape conflicts later on. Such planting sites can offer a good trade-off for the proposed tree removals.

# **Prior Survey Data**

Tag #	Species	DBH	Spread	Structure	Health	City Street Tree?	Heritage Tree?	Comments
21	Quercus agrifolia	20 @ base	20	Р	F	N	Υ	Multi, EB
28	Quercus agrifolia	23	50	F	F	N	Υ	PP, Wound at base, 20' from curb
Tag #	Species	DBH	Spread	Structure	Health	City Street Tree?	Heritage Tree?	Comments



STATION 1300 11/7/2016

# Greenheart Land Company Exhibit C 2 of 3

29	Sequoia sempervirens	103 @ base	50	F	F	N	Y	Multi, Off color, Signs of stress, 20' from curb
30	Sequoia sempervirens	32.5 @ base	30	G	G	Y	Y	Hardscape displacement
33	Quercus agrifolia	40.5	60	Р	G	Y	Y	Off site, 13' from property line, CD, Trunk rotted out on north side
37	Quercus Iobata	32	65	F	F	Y	Y	Off site, 7' from property line, 2' from curb, Previous #53, Large (rotting) pruning wound, PP
38	Quercus agrifolia	10	20	F	G	Y	Y	Large breakouts, Pruning wounds, Lean for light
39	Quercus Iobata	23.5	40	F	Р	Y	Υ	8' from curb
63	Quercus agrifolia	10.5 @ base	20	F-P	G	N	Y	3 stems



November 21, 2016

Mr. Thomas Rogers, Planning Department City of Menlo Park 701 Laurel Street Menlo Park, CA 94025

Re: Station 1300 Trees #29, #30 and #33

Dear Mr. Rogers,

Each of the subject trees and the impediments to preserving or relocating was described in the letter to you dated November 7, 2016. Additional information about trees #29, #30, and #33 was requested in your email of November 15 and is provided herein.

### Tree #29

<u>Description</u>: The 8 ft. diameter, four trunk, redwood is located in the proposed 11 ft. wide bio-swale area adjacent to the Caltrain right of way (ROW) and will be impacted by a proposed storm drain, retaining walls, and a grade increase. See Exhibit A.

### Construction Impacts:

# 1. 24 in. Diameter Storm Drain (SD)

Issue: The proposed SD will be located approximately 2 ft. 6 in. directly beneath the tree. Even with boring there will be a significant loss of critical root structure.

Possible Mitigation: The SD is located in the bio-swale to accommodate any overflow via surface drains. The SD cannot be located outside the swale because (1) the SFPUC will not permit any utility in its easement (see Exhibit A) and (2) a water line is located in the 5 ft, area between the SFPUC easement and the bio-swale and by state law the water line and the SD must be separated by at least 4 ft. The location of

the water line and SD cannot be flip-flopped because the SD surface inlets must be located in the bio-swale and this would violate the 4 ft. standard.

## Retaining Walls and Bio-Swale:

Issue: The SFPUC requires the grade over the Hetch Hetchy water line be increase by about 2 ft. In addition, to meet city and state requirements a bio-swale is being installed in the area between Garwood and the Caltrain ROW. To accommodate this and the bio-swale, retaining walls would be installed on each side of the bio-swale. With an 8 ft. tree in the 11 ft. bio-swale there is insufficient clearance to construct these walls. In fact, there is no clearance on the north side because the tree is located on the Caltrain property line and could not be built without removing a portion of the trunk of the tree and if the tree survived it would eventually grow to compromise the wall. In addition, the grade of the bio-swale will be about 2 ft. above the existing grade. Raising the grade around the tree will be detrimental to its health.

Possible Mitigation: The only way to mitigate these issues is to eliminate the bioswale and to construct a three sided tree well open on Caltrain property line. This would entail building retaining walls perpendicular to the main axis of the bio-swale. If built far enough from the tree to prevent significant root damage it would (1) reduce the amount of bio-swale and there is no excess bio-swale area to give up and (2) create a 2 ft. depression at the curb edge that would be a safety hazard. The retaining wall on the Garwood side could be located at the edge of the SFPUC easement about 7 ft. from the tree. Even at this location about 40% of the roots would be removed.

<u>Conclusion</u>: Preservation of this tree is not feasible because of the extensive and unavoidable impacts on the root structure by the construction of the retaining walls and the 24 in. SD. In addition, the required amount of bio-swale area could not be achieved by eliminating it from around this tree.

### Tree #30

<u>Description</u>: This 32 in. diameter redwood would be located at the edge of the proposed sidewalk on the extended Garwood and about 9 ft. from the basement/foundation excavation. See Exhibit B.

# Construction Impacts

### 1. Foundation Basement Wall:

Issue: The foundation wall for the apartments will extend about 30 ft. below grade. The proximity would necessitate the removal of a significant portion of the root system and jeopardize survival.

Possible Mitigation: It is not practical to relocate the foundation that supports the four story structure above.

### 2. Root Flair

Issue: Steve Batchelder, certified arborist, has recommended that there be a clear area (no paving) of 8 ft. to 10 ft. in diameter around the tree. This would encroach about 3 ft. to 4 ft. into the walk zone of the sidewalk.

Possible Mitigation: (1) The walk zone could be reduced but then it would not comply with the Downtown Specific plan required width. (2) The required width of the walk zone could be maintained if it were located in the 4ft furnishing zone. The elimination of the furnishing zone also would not comply with the Specific Plan. (3) Garwood could be realigned. The transition curves between Garwood and Merrill would become tighter. In addition, this would entail adjusting the property line and balancing the lot sizes and the resultant ripple effects have not yet been fully identified. The tentative map would also need to be resubmitted.

<u>Conclusion</u>: Even if the open area issue could be resolved, the loss of all the tree roots on one side of the tree and the level of construction in the root protection zone make saving this tree and achieving long-term health infeasible.

### Tree #33

<u>Description</u>: This 40 in. diameter coast live oak is located in the proposed bio-swale and faces many of the same issues at Tree #29. Refer to Exhibit C.

### Construction Impacts

- 25 in. Diameter Storm Drain: Refer to comments under Tree #29
- 2. Retaining Wall and Bio-Swale:

Issues: The bio-swale retaining walls will pose the same issues described under Tree #29 even though Tree #33 is not located on the Caltrain property line and there is more clearance from the trunk.

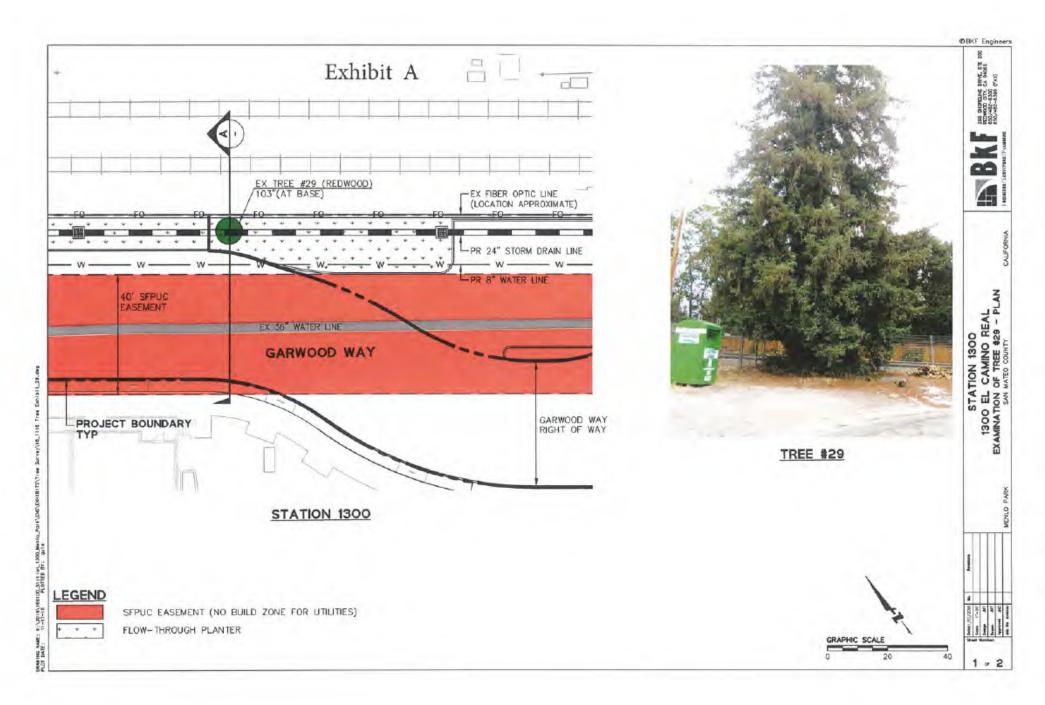
Possible Mitigation: Refer to comments under Tree #29

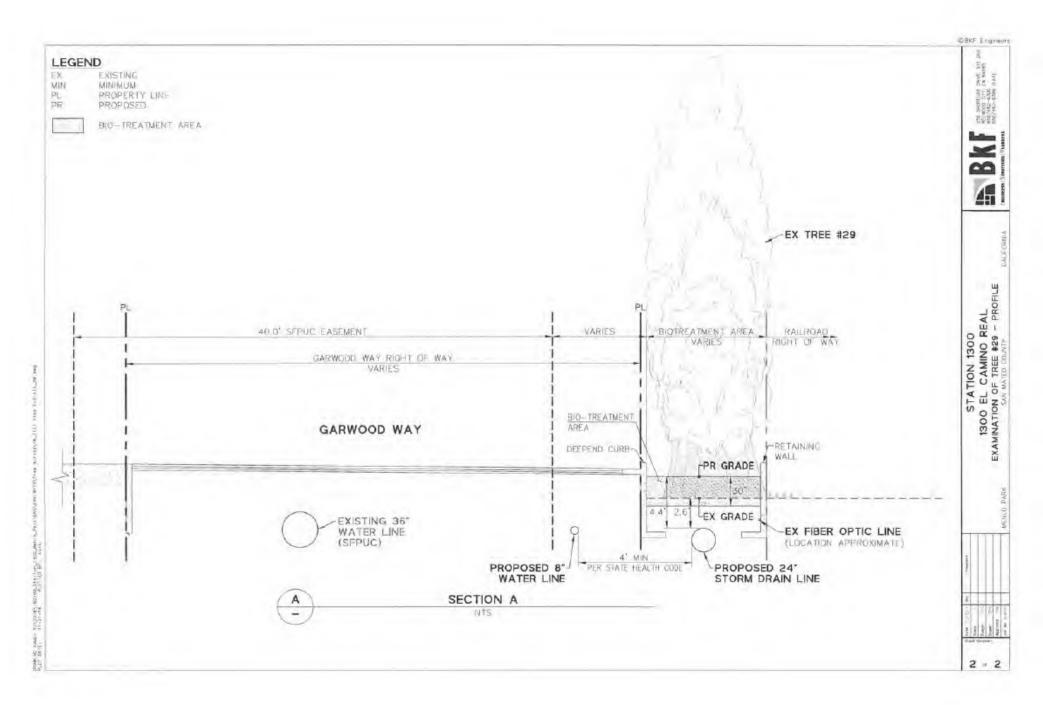
Conclusion: Refer to comments under Tree #29

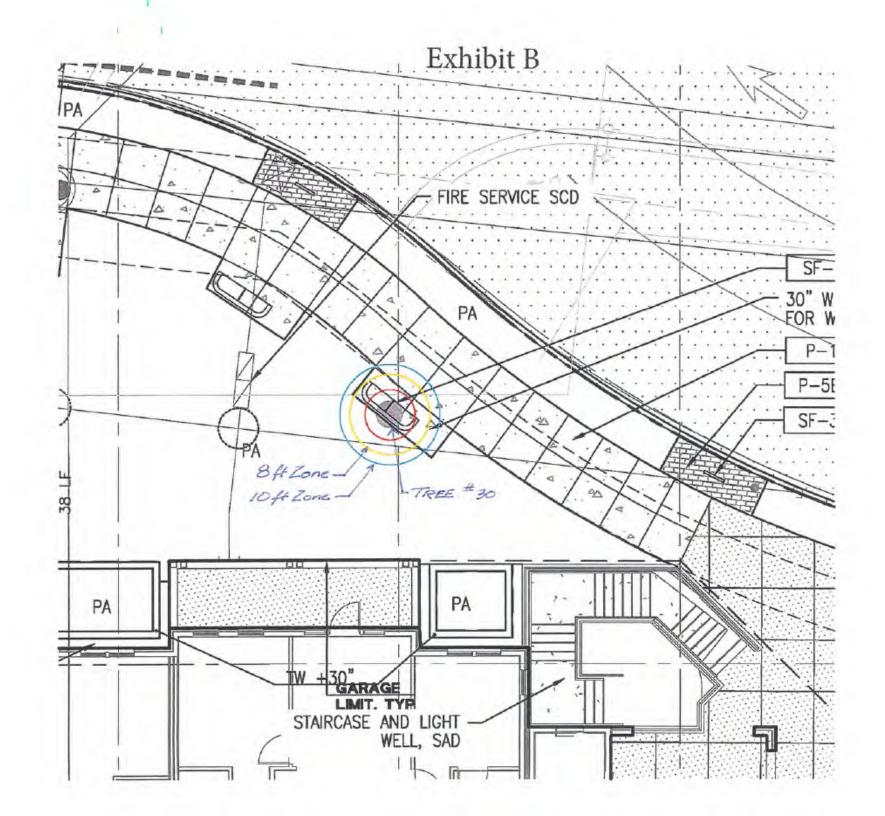
In sum there are significant obstacles to preserving these three trees. Even if extraordinary measures are taken long term survival is unlikely.

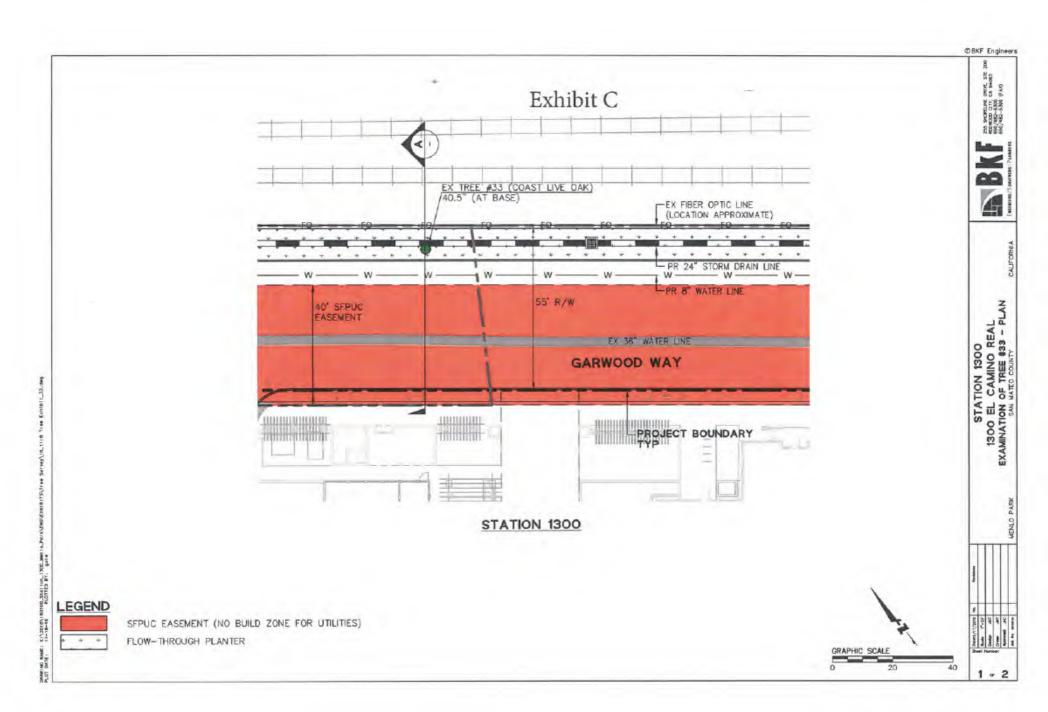
Respectfully,

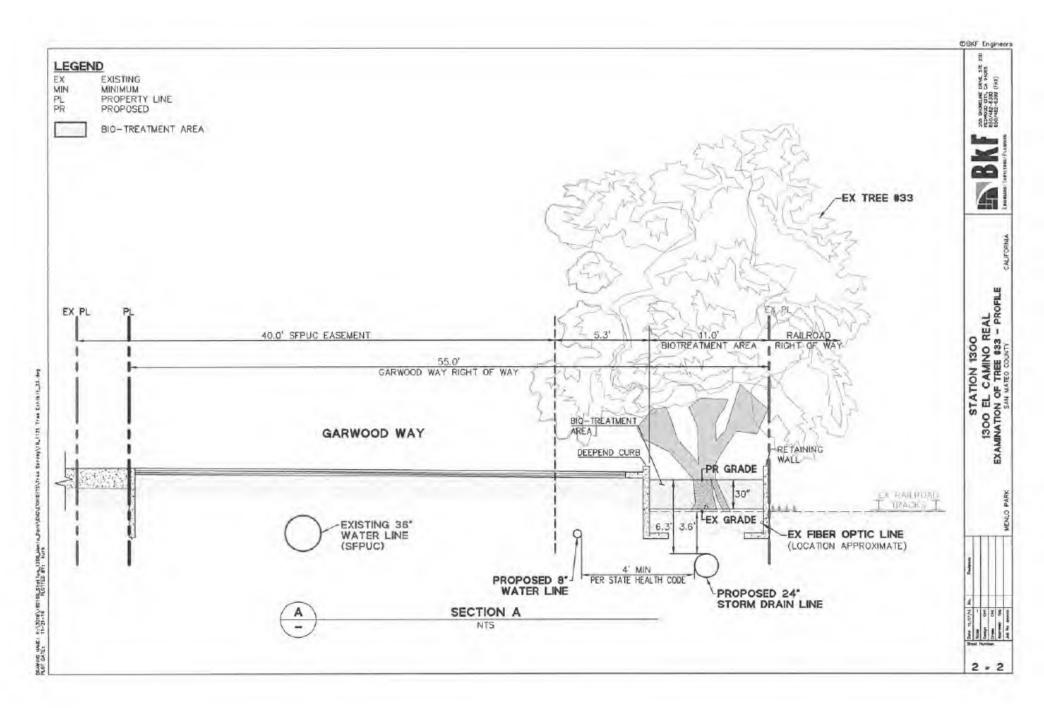
Steve Pierce











From: David S Wilkinson <davidswil@yahoo.com>
Sent: Friday, November 25, 2016 11:21 AM

**To:** \_Planning Commission

**Subject:** Station 1300

### Hello Menlo Park,

I hear the big project is coming up for a final review. I HOPE it is approved.

I have lived in Menlo Park since 1968 when I attended Menlo College. I have owned several homes and now my condo next to the train station. I like this mixed use living and working and shopping. It is fun and Menlo Park could use more of that......like so many other cities in the Bay Area and the rest of the world. I trust the Station 1300 will be approved and scheduled for construction. It will be fun and lots of people will move into it.

Thank you.....and cheers!

Dave Wilkinson

Sent from my iPad

1

From: Jeff Berkes <jsberkes007@yahoo.com>
Sent: Saturday, November 26, 2016 9:11 AM

**To:** \_Planning Commission

**Subject:** Station 1300

Menlo Park Planning Commission,

As a Menlo Park resident and nearby neighbor of the proposed Station 1300, I'm writing you to express my support of the project as planned. Adding a mix of uses in close proximity to our public transportation infrastructure is the best way to meet the demand for office, residential, and retail space in our community - which will not, over the long-term, subside - with the least amount of impact. In short, it's "smart growth" that replaces a blight, and I appreciate the thoughtful effort that City Staff and the Developer have put forth to date to advance the project. High-quality rental apartments and a significant amount of well-planned public space are also much needed in Menlo Park.

Let's get this approved and built.

Jeff Berkes 1303 Johnson Street Menlo Park, CA. 94025 (650) 269-6838 (mobile)

Sent from my iPad

From: Annette Smith <annette.smith@dreyfussir.com>

Sent: Saturday, November 26, 2016 10:15 AM

**To:** \_Planning Commission

**Subject:** Greenheart Project 1300 El Camino Real

# **Dear Commissioners**

I am excited to see this project finally underway. We need some vibrancy to our town and this is the beginning. Please approve this project and let's move forward instead of being a "stuck" city.

Kind regards, annette smith

--

Annette Smith Sales Associate

It's not just business, It's personal.

Dreyfus Sotheby's International Realty
640 Oak Grove Avenue | Menlo Park, CA 94025
c650.766.9429 | f 650.391.0242
CalBRE 01180954

<u>AnnetteSmithHomes</u> Your Menlo Park Realtor

From: Howard Crittenden <hcrit3@gmail.com>
Sent: Sunday, November 27, 2016 2:04 PM

**To:** \_\_Planning Commission **Subject:** Greenheart Project

Attachments: Howard Crittenden (hcrit3@gmail.com).vcf

I support the Greenheart Development.

I encourage you to follow through and approve their plan, as submitted, and making Menlo Park one of the friendliest, convenient places in the Bay Area to live in and enjoy.

Howard Crittenden 117 Heather Dr. Atherton, CA 94027 650-321-7343 hcrit3@gmail.com

From: Douglas A Scott <scott9039@sbcglobal.net>
Sent: Monday, November 28, 2016 9:50 AM

**To:** \_Planning Commission

**Subject:** Station 1300

After person ally reviewing the Station 1300 plans, discussions with the various disciplines involved in its development and personal conversations with the principals, I wish to wholeheartedly support their proposal to come before the Planning commission on Dec 12.

From: Winters, Matt <mwinters@newmarkccarey.com>

Sent: Monday, November 28, 2016 1:48 PM

To: \_Planning Commission

Subject: Station 13

### Dear Planning Commission,

I am writing you today in support of the Station 1300 development in downtown Menlo Park. I am resident of Menlo Park & myself, family, & friends are very excited to see this project finally get off the ground.

This is exactly what Menlo Park needs.... I can't wait to bring my family there, to explore the different shops & food options... to sit out & have lunch / dinner in the large plaza. The smaller retail locations give a true opportunity for small businesses... smaller / affordable space that you don't see available off Santa Cruz. This is a very thought out plan & will add to the vitality of downtown Menlo Park. We can't wait for it to be ready for use.

Thanks for listening

Matt Winters - The Winters Family

### **Matt Winters**

**Executive Managing Director** CA RE License #01405284

Newmark Cornish & Carey 245 Lytton Avenue, Suite 150 Palo Alto, CA 94301



D 650.688.8490 F 650.321.0719

C 650.248.7797 mwinters@newmarkccarey.com Profile

RE License #01405284







(\$\text{\$\text{\$}}\) Save a Tree - Think Before You Print. Sustainably Newmark Cornish & Carey.

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From: Brian Roberts <br/>
Sent: Brian Roberts <br/>
Tuesday, November 29, 2016 10:41 AM

**To:** \_Planning Commission **Subject:** Excited about Station 1300

Dear Planning Commission -

As a 15 year resident of Menlo Park and professional services business owner in Menlo Park, I am excited to see the plans for the Station 1300 project. I'm particularly encouraged by the desire to increase the diversity of the retail and food options in/around downtown Menlo Park. I look forward to an opportunity to both entertain my business clients and my family at that location.

Thanks,

Brian Roberts - The Roberts Family Founder, Nelson Roberts Investment Advisors, LLC

From: Colleen Foraker <colleen@colleenforaker.com>
Sent: Wednesday, November 30, 2016 1:46 PM
To: PlanningDept; \_Planning Commission
Subject: [Sent to Planning ]Greenheart Project

Looking forward to the completion of this project to move Menlo Park and the ECR corridor forward. Please continue to advance it while ensuring it serves the needs of the city responsibly. Thank you.

### **Colleen Foraker**

Dreyfus Sotheby's International Realty 650.380.0085 | colleen@colleenforaker.com BRE# 01349099

From: Frank Wasko <frank@clean-coalition.org>
Sent: Monday, December 05, 2016 1:13 PM

**To:** \_Planning Commission

**Subject:** Station 1300 project comments

Dear Planning Commission staff,

Please find below the Clean Coalition's comments in support of Station 1300. Thanks, Frank

------

The Clean Coalition is delighted to support the significant sustainability measures that are incorporated in the design of the STATION 1300 project. We strongly endorse the project goal to achieve LEED Platinum rating for the office development component. We are thrilled to learn that the project includes a 0.8 MW solar PV system and a single central plant to heat and cool the office buildings versus a rooftop heating/cooling system. STATION 1300 is a well-designed project with noteworthy sustainability and energy efficient measures incorporated into its design.

Frank Wasko
Program Director
Clean Coalition
m 949-501-0967
frank@clean-coalition.org
www.clean-coalition.org

From: Patti L Fry <pattilfry@gmail.com>
Sent: Monday, December 05, 2016 2:42 PM

**To:** \_Planning Commission

Cc: \_CCIN

**Subject:** cart before the horse?

#### **Dear Planning Commission**

Thank you for your recent focus on the need to improve Menlo Park's transportation and transit infrastructure before approving additional growth that would further exacerbate the terrible congestion in our city. Planning and identifying funding for infrastructure and transit would help put the cart behind the horse -- as it should be.

I am writing to highlight yet another cart before the horse problem, which is making decisions about much-needed grade separation AFTER not before - approving major projects that could have their circulation greatly affected. Each of the three grade separation alternatives would
lower the east-west roadways fully or partially below grade, affecting some or all of the intersections of Alma, Merrill, and Garwood with
Ravenswood, Oak Grove, Glenwood, and Encinal.

An example project is the Greenheart Station 1300 project that has its Final EIR coming in front of the Commission next week. Its circulation could be profoundly affected by which grade separation alternative is selected. Lowering the east/west roadway(s) could affect greatly the intersections of Garwood and Oak Grove and Garwood and Glenwood, each of which is projected to carry most of the considerable new traffic to/from the project's underground garage.

The Greenheart project FEIR assumed at-grade intersections at Oak Grove and at Garwood, which appear to be invalid assumptions. In fact, it is possible that motor vehicle and/or bicycle connectivity would be greatly impaired if not blocked (e.g., with a fully depressed east-west roadway and at-grade train tracks), depending on the grade separation alternative selected. Traffic diverted from Garwood to El Camino Real would further affect congestion on one of the worst sections of El Camino.

Another cart-before-the-horse project example is the potential bike/pedestrian undercrossing near Middle. It makes no sense to spend funds on designing or building anything there until the grade separation plan is determined. Each of the alternatives could have a major impact on the elevation of the tracks, and on any undercrossing's design and costs

Decisions need to be made now about grade separation plans and related impacts on circulation before these projects and their impacts are fairly evaluated.

I encourage you to ask probing questions about the potential impacts of each of the grade separation alternatives on vehicular, bicycle, and pedestrian circulation at each of the potential intersections - not just Ravenswood - and all affected east/west and north/south roadway segments. I also encourage you to recommend that the City Council put the cart and horse in the right order for these major projects that will affect our entire community for decades to come.

Thank you.

Patti Fry

Menlo Park resident and former Planning Commissioner

From: Richard Draeger <radraeger@draegers.com>

Sent: Monday, December 05, 2016 5:06 PM

**To:** \_Planning Commission

**Subject:** Support for Station 1300 project

Dear Honorable Commissioners,

Draeger's Super Markets would like to voice it's support for the Station 1300 project. We view this project as within the intended goals of the Specific Plan that was approved by the Planning Commission and the City Council several years ago. Further, we believe that this project will bring renewed vitality to El Camino Real specifically and downtown Menlo Park overall. As we are all aware, this stretch of El Camino has been in need of redevelopment for such a long time that it must rank as one of the most drawn out approval processes in the entire Bay Area.

We are particularly in favor of the residential component given its proximity to our transportation corridor. This project is much needed and much overdue.

Thank you for your consideration.

Truly yours,

Richard A. Draeger



Celebrating Family and Food Since 1925

From: Courson, Mike <mcourson@newmarkccarey.com>

Sent: Tuesday, December 06, 2016 10:03 AM

**To:** \_Planning Commission

**Subject:** Station 1300

### Dear Planning Commission,

I'd like voice my strong support for 1300 Broadway Station. I've lived in Menlo Park with my wife and three children for 8 years. Our kids attend Oak Knoll and my wife works in downtown Menlo park at Angelas (womens boutique). As a child I attended St. Raymond's, Hillview & graduated from Menlo Atherton High. I'm extremely excited to finally see Menlo Park make the transition our neighboring cities have.

In my opinion, the stretch of El Camino beginning at Valparaiso and ending at Middle Ave is unacceptable. I can't imagine any opposition is actually content with the current state of vacant dealerships.....? I believe the Station 1300 will energize Menlo Park by offering needed retail options, housing, outdoor space etc. From a visibility standpoint, ridding the blight along El Camino will be a refreshing change. From a traffic impact, access to the train for the future housing and employee base is excellent.

My friends and family eagerly await its full approval.

Thanks, Mike

### **Mike Courson**

**Executive Managing Director** 

CA RE License #01358961

Newmark Cornish & Carey 245 Lytton Avenue, Suite 150 Palo Alto, CA 94301



D 650.688.8527 F 650.321.0719

mcourson@newmarkccarey.com Profile

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From: Nina Rizzo <nrizzo@transformca.org>
Sent: Tuesday, December 06, 2016 1:03 PM

**To:** \_Planning Commission

**Subject:** 1300 El Camino Real -- GreenTRIP certification

Attachments: 20161201\_CondCertification\_1300 El Camino Real.pdf; 1300 El Camino Real\_PER\_

20161201.pdf

Dear Planning Commissioners and staff,

My name is Nina Rizzo and I manage the GreenTRIP certification program at TransForm. We are a non-profit organization committed to transportation and land use solutions to achieve more equitable ways to live and get around.

We are pleased to announce that Greenheart Land Company's project at 1300 El Camino Real in Menlo Park qualifies for Conditional GreenTRIP Certification.

Please review our letter and Project Evaluation Report for more details on their traffic reduction strategies. Those documents are attached.

Best, Nina

--

Now more than ever, it's up to us to make our commutes - and communities - more affordable and sustainable. Help build this future with a donation to TransForm before December 31.

Nina Rizzo, GreenTRIP Planner

### **Trans**Form

436 14th Street, Suite 600, Oakland, CA 94612

510.740.3150 ext. 340

Sign up for our emails at www.TransFormCA.org. Follow us on Facebook, Twitter, and Linkedin, too.



## GreenTRIP ADVISORY COMMITTEE

#### Marcial Chao Pvatok Architects

Elizabeth Deakin

Elizabeth Deakin University of California Berkeley

Joe DiStefano Calthorpe Associates

Adam Garcia Greenbelt Alliance

Robert Cunningham Santa Clara Valley Transportation Authority

Richard Lee Transportation Choices for Sustainable Communities

> Todd Litman Victoria Transport Policy Institute

Kathleen Livermore Former, City of Alameda

Pilar Lorenzana-Campo SV@Home

Adam Millard-Ball University of California Santa Cruz

> Jeffrey Tumlin Nelson\Nygaard

Aaron Welch Raimi + Associates

Kate White California State Transportation Agency

> Jeff Wood The Overhead Wire

December 1, 2016

City of Menlo Park Planning Commission City Council Chambers 701 Laurel St. Menlo Park, CA 94025

Dear Commission Chair Onken and Planning Commissioners,

We are pleased to announce that Greenheart Land Company's **1300 El Camino Real** project will qualify for **Conditional GreenTRIP Certification** based on the current proposed design and amenities dated November 30, 2016.

Our evaluation demonstrates that 1300 El Camino Real meets GreenTRIP standards with daily household driving projection to be no more than 35 daily vehicle miles driven per household, a parking ratio of less than 1.5 spaces per unit, and the provision of at least one traffic reduction strategy. Upon approval of these conditions, this project will join an esteemed group of certified projects with low traffic and excellent transportation amenities. Please view the guidelines in our How-To Guide here: http://bit.ly/1KN9bul.

Since 1997, TransForm has been working for world class public transportation and walkable communities in the Bay Area and beyond. In 2008, TransForm launched GreenTRIP, a certification program for new residential development, focused on **T**raffic **R**eduction and **I**nnovative **P**arking. GreenTRIP certifies projects that will allow new residents to drive less while increasing their mobility in a variety of ways. When residents have access to affordable homes close to services, jobs and transit, and developments are designed with traffic reduction and innovative parking, there are benefits for all:

- Increased household transportation savings.
- Economic support for locally serving businesses.
- Less freeway traffic and fewer vehicle collisions.
- Improved public health through increased walking and better air quality.
- Greater demand and support of transit services.
- Reduced greenhouse gas emissions, supporting compliance with SB375 and AB32.

**1300 El Camino Real meets the GreenTRIP Certification Standards for the "Town Center" place type.** The Place Type is determined according to definitions set forth by the Metropolitan Transportation Commission's (MTC) Station Area Planning Manual, 2007. GreenTRIP Certification standards are designed according to these Place Types and tailored to create a feasible yet innovative standard. Please refer to the attached **Project Evaluation Report** for a summary.

We expect to see the following commitments included in the project's proposed conditions of approval and project description. As part of minimum eligibility requirements for certification, the project must participate in **GreenTRIP's Transportation & Parking Survey** for annual monitoring to assess parking demand and trip reduction at the site.

The following describes how 1300 El Camino Real meets the criteria for Standard Certification:

1. 1300 El Camino Real is projected to create less than 35 miles/household/day.

Using a model created by the California Air Resources Board for estimating greenhouse gas emissions, future residents at 1300 El Camino Real are projected to drive at most 30 daily miles per household, or 40% less than the Bay Area regional average. The primary reasons for reduced driving are the project's density, location, and proximity to jobs, services and transit.

2. 1300 El Camino Real will build no more than 1.5 residential parking spaces per unit and will provide secured and protected bike parking spaces on-site.

The conceptual design of 1300 El Camino Real meets this standard by proposing 237 residential parking spaces for 183 units, or 1.3 spaces per unit. Fewer spaces provided for parking allows more resources to be spent on other community amenities. We are conditionally certifying the project for Certification based on the understanding that the parking will not exceed 1.5 spaces per unit.

3. 1300 El Camino Real will provide at least 1 of 3 Traffic Reduction Strategies for 40 years (Transit Passes, Carshare Memberships, and/or Unbundled Parking).

For our Standard Certification of a project with the Town Center place type, we require 1300 El Camino Real to implement at least one Traffic Reduction Strategy. Greenheart Land Company will provide 100% unbundled parking spaces, separating the cost of parking from rent. Residents who do not have vehicles will save money by not having to pay for a space that will not be in use. The project will also have secured bike parking facilities to accommodate one space per unit as well as publicly-accessible guest spaces for 20% of units.

Additionally, this project will host a Zipcar carshare pod on site, provide Caltrain Go Pass for residents and employees, md provide an electric bike for use by residents. The project will also provide marketing and education on travel choices to residents.

Since this project is still going through entitlement, we are awarding a Conditional GreenTRIP Standard Certification. We will award a full certification to 1300 El Camino Real upon city approval of final entitlements, if those entitlements include the following project characteristics:

- 1. Build a total of 183units (4 stories) on 3.2 acres, at a density of 54 units per acre.
- 2. Build no more than 1.5 dedicated residential parking spaces per unit.
- 3. Install no fewer than 183 long-term, secured residential bike parking spaces plus no fewer than 37 short-term guest spaces on-site or along adjacent streets.

If any of these characteristics change significantly in the approval process, we will need to reevaluate the project to determine if the project still meets criteria for GreenTRIP Certification. For more information please refer to our website at: www.GreenTRIP.org.

Nina Rizzo GreenTRIP Planner

(510) 740-3150 x340



# GreenTRIP

Traffic Reduction + Innovative Parking www.GreenTRIP.org

PROJECT EVALUATION REPORT

### **1300 EL CAMINO REAL**

1300 EL CAMINO REAL, MENLO PARK, CA 94025 **DEVELOPER: GREENHEART LAND COMPANY** STATION1300.COM



### PROJECTED DAILY DRIVING BY RESIDENTS

(Vehicle Miles Traveled per Household per Day)

GRE	ENT	DID	STA	ΝПΛ	DDS
UKE		$\mathbf{r}$	SIA	NUA	K D S

LESS THAN 35 MILES/DAY	✓ 30 MILES/DAY	
	PER HOUSEHOLD, BASED ON URBEMIS PROJECTION	
	URBEMIS 2007 v9.2.4	



### APPROPRIATE AMOUNT OF PARKING

### GREENTRIP STANDARDS

MAXIMUM 1.5 SPACES/UNIT	☑ 1.3 Spaces/Unit	
Average spaces per home (including guest parking), excluding spaces shared with non-residential uses.	237 Parking Spaces 183 Units	



### TRAFFIC REDUCTION STRATEGIES

GREEN I RIP STANDARDS	REENIRIP STANDARDS					
1 of 3 Standard Traffic Reduction Strategies	✓ Unbundled Parking					
The project must have one of three traffic reduction strategies:  UNBUNDLED PARKING  DISCOUNT TRANSIT PASSES  FREE CARSHARE MEMBERSHIP	Cost of Parking is completely separate from rent for 100% of parking spaces.					

### PLACE TYPE

GreenTRIP standards are customized for different types of neighborhoods, or "Place Types," as defined by the Metropolitan Transportation Commission's Station Area Planning Manual.

### **TOWN CENTER**

1300 El Camino Real meets **GreenTRIP Certification standards** for the Town Center Place Type. Above is an evaluation of how 1300 El Camino Real satisfies each category.

**CONDITIONAL CERTIFICATION** AS OF NOVEMBER 19, 2015

1300 El Camino Real has qualified for Conditional GreenTRIP Certification. Full certification is contingent on inclusion of key project characteristics in final city entitlements.





COMPARED TO THE TYPICAL BAY AREA HOUSEHOLD 1300 EL CAMINO REAL IS PROJECTED\* TO RESULT IN:

### 40% Less Driving

#### Per Household

Bay Area Average is 50 Miles Driven per Day, per Household

### 39% Less GHGs

### Per Household

Each household of 1300 El Camino Real is expected to emit 25 pounds of GHGs per day.

\*URBEMIS Model 2007 v9.2.4

GreenTRIP evaluates how well a proposed residential project design achieves Traffic Reduction and Innovative Parking strategies. GreenTRIP conducts an evaulation based on information provided by the developer, Greenheart Land Company, and gathered from publicly available sources.

### 1300 EL CAMINO REAL

### TRIP REDUCTION CREDITS

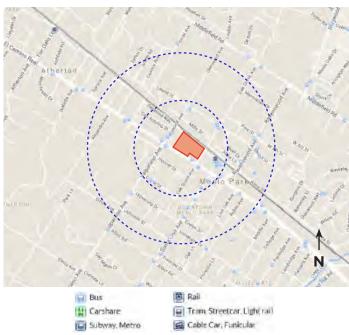
The following is an inventory of URBEMIS model inputs. The projected driving is affected by the following trip reduction credits.

credits.	
DENSITY	
54 UNITS/ACRE SOURCE: GREENHEART LAND COMPANY	6% REDUCTION
MIX OF USES	
WITHIN A HALF-MILE 4,975 JOBS 2,449 HOMES  LOCAL RETAIL PRESENT SOURCE: 2012 US CENSUS (ACS DATA)	7% REDUCTION 2% REDUCTION
TRANSIT SERVICE	<b>U</b>
497 Buses within 1/4 Mile 65 Trains within 1/2 Mile (Caltrain) 45 Shuttles within 1/2 Mile (Stanford Marguerite)	9% REDUCTION
PEDESTRIAN/BICYCLE FRIENDLINESS	<b>U</b>
331 INTERSECTIONS PER SQ. MILE 55% STREETS W/ SIDEWALKS 80% ARTERIAL STREETS W/ BIKE LANES OR WHERE SUITABLE, DIRECT PARALLEL ROUTES SOURCE: GOOGLE MAPS	5% REDUCTION
Affordable Housing	<b>U</b>
11% OF UNITS ARE DEED RESTRICTED BELOW MARKET RATE HOUSING SOURCE: GREENHEART LAND COMPANY	0.4% REDUCTION

**Residents living and** working within a 1/2 mile or 10 minute walk to transit are 10 times more likely to take transit. 1

**Residents living** within a 1/2 mile of transit drive 50% less than those living further away. 2

### PROJECT CONTEXT MAP



RED SHADING REPRESENTS THE PROJECT FOOTPRINT. CONCENTRIC CIRCLES REPRESENT THE AREA WITHIN 1/4 AND 1/2 MILE FROM THE PROJECT. Source: Google Maps, GREENTRIP PARKING DATABASE



RENDERING FOR 1300 EL CAMINO REAL, MENLO PARK

### **KEY PROJECT DETAILS:**

- 3.2 RESIDENTIAL ACRES, 183 UNITS, 4 STORIES
- 1.3 RESIDENTIAL PARKING SPACES
- 100% UNBUNDLED PARKING
- INSTALL ZIPCAR CARSHARE POD ONSITE
- INSTALL 183 LONG-TERM, SECURED BIKE PARKING SPACES PLUS 37 GUEST BIKE PARKING SPACES
- Provide Marketing and Education on Travel Choices
- Provide Caltrain Go Pass for residents and **EMPLOYEES**
- PROVIDE ELECTRIC BIKE FOR RESIDENTS

### **QUESTIONS?**

### **Contact:**

GreenTRIPInfo@TransFormCA.org www.GreenTRIP.org

a project of



<sup>&</sup>lt;sup>1</sup> ABAG New Places, New Choices, 2007 <sup>2</sup> Cervero, Arrington, TCRP Report 128, 2008

From: Sam Wright/USA <Sam.Wright@cushwake.com>

Sent: Tuesday, December 06, 2016 1:35 PM

**To:** \_Planning Commission

**Subject:** Station 1300.

### Dear Members of the Planning Commission -

I'm writing in support of the Greenheart/ Station 1300 project that the Planning Commission will be considering at your December 12th meeting. This is exactly the type that Menlo Park residents envisioned when we adopted the Downtown Precise Plan years ago. I'll be out of town in the 12th but I would ask that the Planning Commission do everything you can to support this project. Thank you.

Sam Wright
1815 White Oak Drive
Menlo Park
(MP resident for 27 years).
650-320-0253
Sam.Wright@cushwake.com

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From: Amanda Borsum <aborsum@samceda.org>
Sent: Thursday, December 08, 2016 10:35 AM

To: \_Planning Commission
Cc: Alison Mader; Rosanne Foust
Subject: Station 1300 Letter of Support

**Attachments:** Station 1300 - Planning Commission Letter of Support.pdf

Dear Menlo Park Planning Commission,

Please see the attached letter.

Warm Regards,

Amanda M. Borsum
Marketing & Communications Manager
San Mateo County Economic Development Association (SAMCEDA)
1900 O'Farrell Street, Suite 380
San Mateo, CA 94403
650-413-5600, Ext. 300
aborsum@samceda.org

www.samceda.org









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San Francisco International Airport

### EMERITUS ADVISORS TO THE CHAIR

Jack Foster, Jr.
 Foster Enterprises
 Paul Shepherd
 Cargill (Retired)

December 8, 2016

Katherine Strehl Chair Menlo Park Planning Commission 701 Laurel Street Menlo Park, CA 94025

Dear Katherine Strehl,

The San Mateo County Economic Development Association (SAMCEDA) represents a contingent of leading Bay Area businesses, institutions, organizations and entrepreneurs. We are recognized for our experienced, impact-driven approach as a business advocacy organization. On behalf of SAMCEDA, I am writing to express our support for the Station 1300 project (the "Project").

SAMCEDA is proud that Silicon Valley has been a forward-looking region, welcoming of people from around the U.S. and the world. It is that diversity which contributes to the strength and vibrancy of our region. But it's at risk. SAMCEDA's members see housing costs and the inadequate growth in housing supply as the biggest threat to the regional economy. The lack of all types of housing at all levels of affordability has become a major threat to the economy of the Bay Area. The regions employers are finding it increasingly difficult to attract and keep top talent in the Bay Area because the high cost of housing here. It's imperative that we work aggressively to protect and grow economic prosperity in Silicon Valley. It must be the priority of every city and town in the region, to create housing opportunities for people at every income level.

SAMCEDA supports this Project as a transit-oriented, mixed-use development, and as a step toward addressing the need for housing in the region. Greenheart Land Company has included 14 low income and 6 moderate BMR units in the project. We congratulate Greenheart Land Company for a well-designed and well-situated project that will provide much needed housing for future generations in Menlo Park.

For future projects, SAMCEDA urges Menlo Park to consider:

Raising its height limits for projects like this, walkable to downtown and near
public transit. For example a density bonus program could add one additional
story and easily accommodate 40 more units on this site. This will also allow
quality projects like Station 1300 to increase the overall number of units,
provide additional affordable units and reduce the per-unit development cost
making them within the financial reach of more people;





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Randy Smith Oracle America, Inc Cathy Widener

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T. Jack Foster, Jr. Foster Enterprises Paul Shepherd Cargill (Retired)

- Including more below-market rate (BMR) units in multi-family developments, even if that means raising the affordability levels to moderate or middle income households or purchasing existing, off-site BMR units; and
- Reducing the cost of development by reducing or eliminating below-grade parking requirements where developments are well-served by transit and are in close proximity to downtown retail and services.

Nevertheless, our region's housing crisis and the associated problems of sprawl, trafficcongestion, and environmental pollution are going to get much worse unless more projects like Station 1300 are approved and built.

Therefore, we strongly encourage your support of this Project. Please contact me if you have any further questions.

Sincerely,

Rosanne Foust President & CEO

CC: Menlo Park Planning Commission Bob Burke, Greenheart Land Company Steve Pierce, Greenheart Land Company