



## REGULAR MEETING AGENDA

**Date:** 8/28/2017  
**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 July 31, 2017, Planning Commission meeting. ([Attachment](#))

**F. Public Hearing**

- F1. Final Environmental Impact Report (EIR), Architectural Control, Heritage Tree Removal Permits, Below Market Rate (BMR) Housing Agreement, Development Agreement/Stanford University/ Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real) ([Staff Report #17-056-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 ([Attachment B](#));
  2. Architectural Control for compliance with Specific Plan standards and guidelines for a mixed-use development consisting of office, retail, and residential uses on an 8.4-acre site, with a total of approximately 10,286 square feet of retail/restaurant, 142,840 square feet of non-medical office, and 215 residential units;
  3. Heritage Tree Removal Permits to permit the removal of 18 heritage trees and the

transplantation of one heritage tree associated with the proposed project;

4. Below Market Rate (BMR) Housing Agreement for compliance with the City's Below Market Rate Housing Program; and,
5. Development Agreement for the project sponsor to secure vested rights, and for the City to secure public benefits, including up to \$5 million towards a grade separated pedestrian/bicycle crossing at the Caltrain tracks, additional affordable housing units, a financial contribution to the Menlo Park Atherton Education Foundation and a publicly accessible plaza. (The Planning Commission may recommend the City Council Subcommittee's terms, the applicant's terms or other terms, as described in this staff report.)

## **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: September 11, 2017
- Regular Meeting: September 25, 2017
- Regular Meeting: October 16, 2017

## **H. Adjournment**

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at [www.menlopark.org](http://www.menlopark.org) and can receive e-mail notification of agenda and staff report postings by subscribing to the "Notify Me" service at [menlopark.org/notifyme](http://menlopark.org/notifyme). Agendas and staff reports may also be obtained by contacting the Planning Division at 650-330-6702. (Posted: 08/25/17)

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.



## REGULAR MEETING MINUTES - DRAFT

**Date:** 7/31/2017

**Time:** 7:00 p.m.

**City Council Chambers**

**701 Laurel St., Menlo Park, CA 94025**

### **A. Call To Order**

Vice Chair Larry Kahle called the meeting to order at 7:00 p.m.

### **B. Roll Call**

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

Absent: Drew Combs (Chair)

Staff: Michele Morris, Assistant Planner; Ori Paz, Planning Technician; Thomas Rogers, Principal Planner

### **C. Reports and Announcements**

Principal Planner Thomas Rogers said the City Council at its July 18, 2017 meeting heard the appeal of a new residence at 445 Oak Court and granted the appeal for the purposes of adding some clarifications and enhancements to the tree protection plan, but did not change or deny the residential project. He said the project would move forward as approved by the Planning Commission with the height reductions stipulated in its approval. He said at the same meeting the Council authorized funding from the Below Market Rate (BMR) housing fund for a new Mid-peninsula Housing development along Willow Road. He said that was one of the zoning districts where the Planning Commission did not have a discretionary role but would see the project at a study session. He said at the same meeting the Council considered a philanthropic offer to assist with the financing and construction of a new main library in the Burgess Park Civic Center campus. He said the Council authorized pursuing the proposal. He said Council tentatively would hear from staff at its August 22, 2017 meeting as to how the City might fund its portion of the proposed project, the expected process for determining the siting, design, environmental review, and other project implications. He said the state voter approval of recreational marijuana use and sales would go into effect on January 1, 2018. He said cities were looking at tentative regulations related to that. He said that might be prohibition or allowing with specific parameters. He said on August 29, 2017, Council would have a study session with Assistant Community Development Director Mark Muenzer and provide direction so the City would be able to adopt its regulations prior to the January 1, 2018 deadline.

### **D. Public Comment**

- Nick Jadallah said he was a Cornell University student and City of San Mateo resident. He said

during the summer he was doing sustainable development research work for Menlo Spark, a local environmental organization, whose goal was to help the City achieve carbon neutrality. He said Menlo Spark supported the proposed Stanford Middle Plaza project for its many positive aspects. He said their environmental impact concerns related to green building standards and clean transportation. He said Menlo Spark was requesting that the project adhere to the building codes mandated for the Bayfront and M-2 districts. He said the project should use 100% renewable energy. He said even with the project's proposed Traffic Demand Management program that traffic would still be above the significant impact threshold. He said Stanford could improve the project in both areas.

- Diane Bailey, Director of Menlo Spark, said the Stanford Middle Plaza project was a great opportunity to require the green building standards adopted through the recent General Plan update. She said those policies applied citywide and a big project like the Stanford Middle Plaza project should meet those advanced green building standards. She said Stanford had the capability of building zero carbon advanced green buildings and were doing so on their own campus. She said that Stanford officials had told her group that it did not cost more money to build to those higher green building standards. She said those same officials indicated that the Stanford Middle Plaza project would most likely meet gold LEED standards. She said that commitment was not in writing however.

E. Consent Calendar

- E1. Approval of minutes from the June 19, 2017, Planning Commission meeting. ([Attachment](#))

Vice Chair Kahle noted Commissioner Henry Riggs had emailed edits. Commissioner Susan Goodhue said on page 2, in the second full paragraph, four lines from the end of the paragraph that it stated: "She said building into the rear year was difficult as the lot..." She suggested that "year" would make more sense as "area" or "yard." She noted on page 5, item F2, it stated: "Chair Combs opened the public hearing and closed it was there were no speakers." and suggested "was" should be replaced with "as."

**ACTION:** Motion and second (Katherine Strehl/Goodhue) to approve the minutes with the following modifications; passes 6-0-1 with Commissioner Combs absent.

- Page 2, second full paragraph, four lines from the end, correct to read: "She said building into the rear ~~year~~ **area** was difficult as the lot..."
- Page 3, under "**ACTION:**" that the vote should read "passes 5-2" and not "5-0"
- Page 5, item F2, correct to read: "Chair Combs opened the public hearing and closed it ~~was~~ **as** there were no speakers."
- Page 8, first paragraph, correct to read: "Commissioner Kahle said the first floor ~~grade~~ **elevation** was two-feet and two inches..."

F. Public Hearing

- F1. Use Permit/William Smith/1105 Almanor Avenue:  
Request for a use permit to determine the Floor Area Limit (FAL) of a lot with less than 5,000 square feet of area, in association with the partial demolition, remodeling, and addition of first- and second-story additions to an existing nonconforming single-story, single-family residence in the R-1-U (Single-Family Urban) zoning district. The proposed expansion and remodeling would exceed

50 percent of the existing replacement value in a 12 month period. The proposal would also exceed 50 percent of the existing floor area and is considered equivalent to a new structure. (Staff Report #17-049-PC)

Staff Comment: Assistant Planner Michele Morris said staff had just received a comment letter.

Applicant Presentation: Sarah Potter, Clearstory Construction, project designer, said this was a small home on a small lot. She said the property owners had joined their households and would like to make the home more usable for them. She said the house was mostly surrounded by rental homes and apartment buildings. She said a one-story single-family residence was adjacent to the project site but there were also numerous two-story buildings in the area. She said project would include a master suite on the first floor and two accessory bedrooms on the second floor. She said an existing structure in the backyard was encroaching on a West Bay Sanitary District easement. She said the permit for that structure was never approved, and they were resolving that issue through this application. She said they would reduce the structure by 50%. She said the West Bay Sanitary District Board had approved an agreement creating covenants running with the land to allow the reduced structure over the District's easement. She said she had not seen the letter just submitted and asked if she needed to address it. Vice Chair Kahle said it was a letter of support for the project.

Commissioner Strehl asked about the large amount of impervious coverage on the lot. Ms. Potter said it was existing impervious surface and some would be removed through this project. She said that the Commission's preference was for simulated divided light windows with exterior and interior grids. She said such an expensive window was not common in the area. She the property owners wanted to keep the construction cost down and would like to have a window with a grill similar to existing windows on the first floor.

Vice Chair Kahle said that some of the windows were not shown on the second floor plan. Ms. Potter said the elevations were correct and those were high transom windows. Vice Chair Kahle asked if they could raise the window sills on the right side where the adjacent neighbor's home was fairly close to the property line. Ms. Potter said the clear glazing section of the window would be three-feet six-inches noting those windows were needed for egress. Vice Chair Kahle said window #2 in the front bedroom on the second floor looked like it could meet the egress requirement. He said his concern was the two side windows that overlooked the adjacent neighbor's house as it had windows right on the property line. Ms. Potter said the adjacent home was one-story and she thought the project's second story windows would overlook the neighboring house's roofline.

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

Commission Comment: Commissioner Henry Riggs said he supported the Floor Area Limit (FAL) as determined in the staff report. He said an alternative to having relatively expensive divided light windows was to have without any grids.

Vice Chair Kahle asked why they were looking at lot size and determining the maximum FAL. Assistant Planner Morris said the Planning Commission had discretion over the FAL on lots less than 5,000 square feet. Vice Chair Kahle asked what the maximum FAL would be if this was a one-story project. Principal Planner Rogers said for lots less than 5,000 square feet that the requirement to establish the floor area still applied whether it was one or two stories. He said the building coverage requirement would put a cap of 40% if it was a one-story residence but it would

still have to come before the Planning Commission for the FAL determination.

Commissioner Goodhue said she agreed with Commissioner Riggs on the FAL. She said the applicant had done a good job keeping the project within a reasonable envelope considering the weird shape of the lot. She said she was an advocate of true divided light windows and liked Commissioner Riggs alternative suggestion to have windows with no grids. She said it sounded however like there were already windows with grids and the applicant would like the new windows to match the existing windows.

Commissioner Andrew Barnes said he thought the 48.7% FAL they were being asked to approve was reasonable as well as the square footage of 2091 square feet. He said the 22-foot seven-inch height was good. He asked if they had done the costs on the more expensive windows. Ms. Potter said she had purchased those in the past and there was a significant cost difference for the simulated true divided lights. She said the property owner would be doing much of the work himself so the cost would be less than for other similar projects. Commissioner Barnes said that the Commission had responsibility for architectural control review and there was precedence for having certain design standards throughout the city.

Commissioner Strehl said she appreciated true divided lights and recognized that the City did not have a standard requiring them. She said she did not think it was the Commission's purview to make that a requirement. Vice Chair Kahle said that the requirement would not be true divided lights as those were very hard to get. Commissioner Strehl said she meant the simulated true divided lights and the City did not have a requirement for that.

Commissioner John Onken said he thought the windows on the second story were set back significantly and enough so he was not concerned about the question of true divided lights considering the style of the rest of the house. He moved to approve as recommended in the staff report. Commissioner Riggs seconded the motion noting that the staff recommendation required simulated divided lights. He asked if Commissioner Onken would accept an absence of simulated divided lights on the second story if that was an expense issue and find that in conformance with the approval. Commissioner Onken agreed.

Replying to Vice Chair Kahle, Principal Planner Rogers said the motion as understood by staff was to approve as recommended in the staff report. He said that would approve the plans showing simulated divided light windows and windows with grills in the glass. He said Commissioner Riggs' clarification would constitute a condition to allow the applicant at their option to propose new windows with no grid whatsoever but it would not allow the applicant to propose any new windows with grilles between the glass. Commissioner Riggs said that was correct. Principal Planner Rogers said there was at least one and possibly more existing windows with grills in the glass grills that the applicant for this application had said would be replaced with simulated divided lights. He asked what the outcome for those should be.

Commissioner Riggs suggested that those existing windows stay. Commissioner Onken said he did not see in the application what the exact plan was for windows. Principal Planner Rogers said on the elevation sheets there was a windows note on the bottom right that stated: "All new windows should be simulated divided lights" and that "existing windows with grill between glass shall be replaced with simulated divided lights."

Commissioner Riggs said his understanding was that the intention of the staff report and plans

were to be consistent with Planning Commission expectations which included replacing the windows on the first floor. He noted that the windows on the first floor did not have any proposed trim to match the new windows but potentially were not seen as they were behind a seven-foot fence. He said the only window he was concerned about was the front window on the street side that was 72-inches by 40-inches. He said his intention was to focus on the second floor windows unless other Commissioners wanted to include the first story window facing the street. He said looking at cost savings, one option would be no grids on the new windows. He said another option would be to have the front window modified.

Ms. Potter said the property owner had noted to her that the entire front yard was covered by a redwood tree so no windows would be seen from the street.

Commissioner Onken said he moved to approve the findings and use permit but with the instruction that the windows must either be simulated true divided lights or have no grids at all. He said he would accept the condition that the new windows would either have the mullions removed entirely or would use simulated true divided lights.

Principal Planner Rogers said to clarify that the motion was that the new windows had to be simulated true divided lights with grids on the exterior and interior or to have no grids at all, and that all existing windows could remain as is or be changed at the applicant's discretion to match the second story new windows.

**ACTION:** Motion and second (Onken/Riggs) to approve the use permit with the following modification; passes 5-1-1 with Commissioner Goodhue opposing and Commissioner Combs absent:

1. Make a finding that the project is categorically exempt under Class 1 (Section 15301, "Existing Facilities") of the current 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 ClearStory Construction, consisting of nine plan sheets, dated received July 19, 2017, and approved by the Planning Commission on July 31, 2017 except as modified by the conditions contained herein, subject to review and approval by 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 and the arborist report prepared by Advance Tree Care, dated April 6, 2017.

4. **Approve the use permit subject to the following project-specific conditions:**

- a. ***Simultaneous with the submittal of a complete building permit application, the applicant shall submit revised plans noting that all the new windows of the proposed house shall be either simulated divided lights, or not have any grids; and at the discretion of the applicant, all existing windows shall either remain as-is, or be replaced with windows that match whichever type is selected for the new windows, subject to the review and approval of the Planning Division.***

- F2. Use Permit Revision/Steve Schwanke/824 Cambridge Avenue:  
Request for a use permit revision for a first-floor addition to an existing two-story single-family residence on a substandard lot with respect to width in the R-2 (low density apartment) zoning district. The previous use permit was approved in 1992. ([Staff Report #17-050-PC](#))

Staff Comment: Planning Technician Ori Paz said staff had no additions to the written report.

Applicant Presentation: Jed Solovin introduced his wife Leslie noting they were 24-year residents of 824 Cambridge Avenue. He said their architect Steve Schwanke was also present. He said they were proposing minor modifications to expand their dining and family rooms noting the rooms currently did not allow for more than four to five people to be in them comfortably. He said that they had the opportunity to speak with some of their neighbors. He said some of the contiguous properties were rental units. He said they spoke with their neighbors across the street who seemed to have no objections. He said they also approached their neighbor to the west who had not indicated any objections.

Vice Chair Kahle noted the raising of the ceiling in the garage and asked how the space was used now. Mr. Solovin said it was attic storage that they had not accessed for some time noting it was accessed by a ladder.



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

Commission Comment: Commissioner Onken said that this was a modest modification that kept with the style of the existing home. He moved to make the findings and approve the use permit as recommended in the staff report. Commissioner Goodhue seconded the motion.

Vice Chair Kahle said the application was straight forward and not visible from the street so it was easy to approve.

**ACTION:** Motion and second (Onken/Goodhue) to approve the item as recommended in the staff report; passes 6-0-1 with Commissioner Combs absent.

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 Schwanke Architecture, consisting of 12 plan sheets, dated received July 18, 2017, and approved by the Planning Commission on July 31, 2017, except as modified by the conditions contained herein, subject to review and approval by 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 and street trees in the vicinity of the construction project shall be protected pursuant to the arborist report prepared by Kielty Arborist Services LLC dated May 2, 2017, and the Heritage Tree Ordinance.

F3. Use Permit/Andrew Young/1060 San Mateo Drive:  
Request for a use permit to construct a first-floor addition, and perform interior and exterior modifications to an existing nonconforming, single-story, single-family residence in the R-1-S (Single Family Suburban Residential) zoning district. The work would exceed 75 percent of the existing replacement value in a 12-month period. The project previously received a building permit for a more limited scope of work; however, the proposed revisions would exceed 75 percent of the replacement value of the existing nonconforming structure in a 12-month period and therefore, require a use permit. ([Staff Report #17-051-PC](#))

Staff Comment: Planning Technician Paz said they had received a support email from neighbors Lynn Siegel and Cecil Currier, who said the proposed changes would create a more heterogeneous look with the neighborhood particularly with the change to the exterior walls.

Applicant Presentation: Andrew Young, project architect, said the property owners decided they would like to change the siding. He said construction was stopped so they could apply for the use permit. He said the clients realized they could afford to replace the existing siding that was stucco and wood siding on the bottom. He said the windows were Sierra Pacific, no divided light, gray, aluminum clad, double paned, with interior wood to match the pre-stained cedar shingle siding.

Vice Chair Kahle opened the public hearing.

Public Comment: Patti Fry said she fully supported the project. She said the cedar siding was a little different from the rest of the neighborhood but would fit in. She said regarding the use permit process that this was the kind of project that made no sense for it to have to have Planning Commission approval. She said their development had many standard lots but some homes because of cul de sacs were nonstandard, and because of that even a single-story family residence project would need Commission approval, yet large speculation projects on standard lots were built that did not require use permits. She said regarding a zoning overlay for design guidelines that a non-vote was considered a no vote and with the size of their community it would be nearly impossible to get the votes needed.

Vice Chair Kahle closed the public hearing.

Commission Comment: Commissioner Strehl said this was a perfectly approvable project and she tended to agree with many of the comments made by Ms. Fry. She moved to approve the findings and the use permit. Commissioner Goodhue seconded the motion.

Commissioner Barnes said he agreed with the comments made by Ms. Fry about the use permit process. He said when the City Council considered its 2017 work plan that design guidelines and the absence of them, and the process for designating what is and is not applicable for a use permit

were discussed but he was not sure if that was in motion. He said the project was perfectly approvable.

**ACTION:** Motion and second (Strehl/Goodhue) to approve the use permit as recommended in the staff report; passes 6-0-1 with Commissioner Combs absent.

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 Young & Borlik Architects, Inc. consisting of 23 plan sheets, dated received July 26, 2017, and approved by the Planning Commission on July 31, 2017, except as modified by the conditions contained herein, subject to review and approval by 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 and street trees in the vicinity of the construction project shall be protected pursuant to the arborist report by Kieilty Arborist Services LLC dated December 13, 2016 and the Heritage Tree Ordinance.

## **G. Regular Business**

- G1. City of Menlo Park/Transportation Master Plan Oversight and Outreach Committee Nomination of a Planning Commissioner to serve as a representative on the Transportation Master Plan Oversight and Outreach Committee for potential Council appointment on August 29, 2017. ([Staff Report #17-052-PC](#))

Principal Planner Rogers noted there were some at-large vacancies for this Transportation Master Plan Oversight and Outreach Committee should more than one Commissioner be interested in serving and being considered by the City Council for appointment.

Commissioner Riggs nominated Commissioner Strehl. Commissioner Strehl said she was very interested. She said that she wished to also nominate Commissioner Riggs as they had spent a considerable amount of time on this topic during the General Plan update. Commissioner Riggs, responding to Vice Chair Kahle, said he was very interested in serving as he thought transportation was the most important topic in the City.

Commissioner Barnes said he would be very excited to participate on this committee. He noted that he had been very engaged in the ConnectMenlo process, had served on the City's Environmental Quality Commission, and most recently had been appointed by SamTrans to their Citizen Advisory Committee. He said the last provided him a view of regional issues as it related to transportation, infrastructure, mobility for different demographics, and consumer preferences. He said the Commission's recommendation vote on the General Plan update had been 2-2 and much of that rested on its circulation element. He said the Commission struggled with whether these were regional or local issues. He said they had moved the General Plan update to the City Council that approved it with a promise that they would get this Transportation Master Plan right. Replying to Vice Chair Kahle, Commissioner Barnes confirmed he was nominating himself.

Commissioner Goodhue said she supported the nomination of Commissioner Strehl. She suggested that Commissioner Riggs and Strehl might decide who the regular was and who the alternate was. She agreed that transportation was the top issue for the City.

Replying to Vice Chair Kahle, Principal Planner Rogers said that there were two at-large members and persons interested in those positions would apply directly to the City Council. He said the City Council was looking for one nominee from the Planning Commission and no alternates were being considered.

Commissioner Riggs said he continued to support Commissioner Strehl as it would be very appropriate and useful to have her represent the Planning Commission.

Commissioner Onken moved to nominate Commissioner Strehl as the Planning Commission's representative to the Transportation Master Plan Oversight and Outreach Committee. Commissioner Riggs seconded the motion.

**ACTION:** Motion and second (Onken/Riggs) to nominate Commissioner Strehl to serve as the

Planning Commission's representative to the Transportation Master Plan Oversight and Outreach Committee; passes 5-0-1-1 with Commissioner Barnes abstaining and Commissioner Combs absent.

Vice Chair Kahle said he would like to recommend to the City Council that Commissioners Riggs and Barnes be considered as at-large representatives to the committee.

## **H. Informational Items**

### **H1. Future Planning Commission Meeting Schedule.**

- Regular Meeting: August 14, 2017

Principal Planner Rogers said on the August 14 agenda, they would have a study session on 1075 O'Brien Drive, a residential project, and some clarification about recent secondary dwelling unit state law changes.

- Regular Meeting: August 28, 2017

Principal Planner Rogers said the Commission's comprehensive review and recommendations for the Stanford Middle Plaza project was a potential for the August 28 meeting.

Commissioner Strehl said she would be on vacation from September 11 through September 25, 2017. She said on August 16 there was a Dumbarton Rail stakeholders meeting at 2:30 to 4:00 p.m. in the Council Chambers to present the study that was commissioned by Facebook in concert with SamTrans. She noted the comments made this evening by Patti Fry and Commissioner Barnes about substandard lots and the use permit process that there was a certain amount of unfairness in the process for substandard lots. She said she was not sure how the City could address that but suggested that it be addressed.

- Regular Meeting: September 11, 2017
- Regular Meeting: September 25, 2017

## **I. Adjournment**

Vice Chair Kahle adjourned the meeting at 8:20 p.m.

Staff Liaison: Thomas Rogers, Principal Planner

Recording Secretary: Brenda Bennett



## STAFF REPORT

### Planning Commission

Meeting Date:

8/28/2017

Staff Report Number:

17-056-PC

Public Hearing:

**Final Environmental Impact Report (EIR),  
Architectural Control, Heritage Tree Removal  
Permits, Below Market Rate (BMR) Housing  
Agreement, Development Agreement/Stanford  
University/Middle Plaza at 500 El Camino Real  
Project (300-550 El Camino Real)**

### 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 Middle Plaza at 500 El Camino Real project, 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 for compliance with Specific Plan standards and guidelines for a mixed-use development consisting of office, retail, and residential uses on an 8.4-acre site, with a total of approximately 10,286 square feet of retail/restaurant, 142,840 square feet of non-medical office, and 215 residential units;
3. Heritage Tree Removal Permits to permit the removal of 18 heritage trees and the transplantation of one heritage tree associated with the proposed project;
4. Below Market Rate (BMR) Housing Agreement for compliance with the City's Below Market Rate Housing Program; and,
5. Development Agreement for the project sponsor to secure vested rights, and for the City to secure public benefits, including up to \$5 million towards a grade separated pedestrian/bicycle crossing at the Caltrain tracks, additional affordable housing units, a financial contribution to the Menlo Park Atherton Education Foundation and a publicly accessible plaza. (The Planning Commission may recommend the City Council Subcommittee's terms, the applicant's terms or other terms, as described in this staff report.)

### 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. 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 environmental impacts by adopting a statement of overriding considerations and a mitigation monitoring and reporting program as part of its certification of the EIR. Additionally, the Commission and Council will need to consider a Development Agreement, and architectural 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 six contiguous parcels totaling 8.4 acres situated on the east side of El Camino Real, and includes the parcels at 300-550 El Camino Real as well as one parcel with no address. The project site is within the El Camino Real/Downtown Specific Plan's (Specific Plan) El Camino Real South-East (ECR SE) district, and has a land use designation of El Camino Real Mixed Use, which supports a variety of retail, office, residential, and public and semi-public uses. The project site currently consists of vacant parcels and former car dealerships, two of which have most recently been used for temporary arts installations. A location map is included as Attachment G.

### Neighborhood context

Except as noted, directions in this report are based on El Camino Real as a north-south corridor. Neighboring land uses include a commercial plaza to the north; Burgess Park and single- and multi-family residential units east of the Caltrain right-of-way and Alma Street; the Stanford Park Hotel to the south; and a mix of commercial uses, including a retail shopping center, and multi-family residential uses to the west of El Camino Real. Downtown Menlo Park is approximately 0.3 mile northwest of the project site.

### ***Previous project review***

Stanford University (Stanford) initially submitted a proposal in November 2012 to redevelop the project site with a mixed-use development consisting of 229,500 square feet of office uses (including 96,150 square feet of medical office uses), and a range of 135 to 152 residential units. In January 2013, the Planning Commission held a study session to provide feedback on the proposal.

### 500 El Camino Real Subcommittee

In April 2013, the City Council held a study session which resulted in the creation of a subcommittee of the City Council, consisting of Councilmembers Keith and Carlton, to explore further project refinement. The 500 El Camino Real Subcommittee met with neighborhood representatives, the Silicon Valley Bicycle Coalition, representatives from environmental groups, representatives from Stanford University, and city staff.

In August 2013, the City Council accepted the final report from the 500 El Camino Real Subcommittee which established four requirements for revising the proposed project as summarized below:

1. Stanford will eliminate all medical office uses;
2. Stanford will make a substantial contribution to the cost of design and construction of a pedestrian/bicycle crossing at Middle Avenue. The amount will be negotiated/determined through the project approval process with the goal of ensuring there will be sufficient funding to construct the undercrossing in a timely manner;
3. Stanford will participate in a City working group regarding the design of the Middle Avenue plaza, undercrossing, and vehicular access to the site; and,
4. Stanford will fund a neighborhood cut-through traffic study as scoped by the City.

After the release of the Subcommittee's final report, Stanford pursued the above requirements. The current development proposal excludes any medical office uses, Stanford held public meetings to solicit public input

on the design of the Middle Avenue plaza, and the Draft Infill EIR that was released on February 28, 2017, and is part of the Final Infill EIR released on August 11, 2017, includes an analysis of potential neighborhood cut-through traffic.

On March 27, 2017, the Planning Commission conducted a Public Hearing to receive public testimony on the Draft Infill Environmental Impact Report and conducted a Study Session to provide feedback on the overall project. The Planning Commission provided the following main points on the design of the project to the applicant:

1. Provide more spatial definition for the plaza.
2. Make revisions to the street facades of Buildings A and B to decrease the repetition in the buildings' designs.
3. Include additional green open space use landscaping to additionally define the project area along El Camino Real

Since the March 27, 2017 Planning Commission meeting, the applicant has revised the plans to address the above points. The current plaza layout is shown on Sheet L2.1, the revisions to the residential building facades are shown in comparison exhibits on Sheet A24.1, and the increase in the green open space is shown on Sheet L1.10. Additional discussion on these items is included in later sections of the report.

A Development Agreement with the City of Menlo Park is proposed for Stanford to secure vested rights, and for the City to secure public benefits, including a financial contribution to the City of Menlo Park towards the design and construction of a grade-separated pedestrian/bicycle crossing at Middle Avenue. At the March 28, 2017 City Council meeting, Councilmembers Mueller and Ohtaki were appointed to a subcommittee to assist with negotiation of a Development Agreement for the project. The subcommittee was charged with providing input to a City negotiating team for the proposed Development Agreement associated with determining Stanford's financial contribution towards the grade-separated pedestrian and bicycle crossing at Middle Avenue. Stanford has 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.

After the March 28 appointment of the Council Subcommittee, City staff, including the City Manager, Assistant City Manager, and 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 Stanford and consulted with the Council Subcommittee. The attached Term Sheet letter from Stanford (Attachment L) is the outcome of the public benefit negotiation process. The Council Subcommittee does not fully support the term sheet because they believe the funding for the education foundation is not sufficient. The Development Agreement term sheet will be heard at the August 29, 2017 City Council hearing. The specific terms proposed by Stanford are discussed later in this report.

## **Analysis**

### ***Project description***

Stanford is currently proposing to demolish all existing structures and redevelop the site with up to 458,967 square feet of mixed uses, meeting the Specific Plan's Base-level development standards, which were established to achieve inherent public benefits, such as the redevelopment of underutilized properties, the creation of more vitality and activity, and the promotion of healthy living and sustainability. The proposed development would include approximately 10,286 square feet of retail/restaurant, approximately 142,840 square feet of non-medical office uses, and 215 residential units that would comprise approximately



276,613 square feet. The project would include the construction of one mixed-use retail and office building (Office Building 1), two office buildings (Office Buildings 2 and 3), four residential buildings (Residential Buildings A, B and C), two of which are connected to create Building A, and a plaza at Middle Avenue (Middle Plaza) that would be approximately 120 feet wide and approximately 0.5 acre in size. The plaza would provide public amenities in the form of publicly-accessible open space and a connection between El Camino Real and a proposed grade-separated crossing at the Caltrain tracks. The project would provide approximately 930 parking spaces within underground parking garages and surface parking.

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. Project plans are included as Attachment H, and the project description letter is included as Attachment I.

All of the existing parcels would be merged as part of an administrative lot merger application to create a single parcel for the entire project site.

**Land uses**

The project includes the following breakdown of land uses:

<b>Component</b>	<b>Square Feet</b>	<b>% of Overall Project</b>
Apartments (215 units)	276,613	64.4%
Non-Medical Office	142,840	33.2%
Retail/Restaurant	10,286	2.4%
<u>Total</u>	<u>429,739</u>	<u>100.0%</u>

The residences would consist of one-bedroom units and one-bedroom units with den units, and two-bedroom and two-bedroom with den units, the majority (52%) in the two-bedroom category. The residences would be rented. The overall residential density would be 25.5 dwelling units per acre, in compliance with the ECR SE Base level limit of 40 dwelling units per acre.

The proposed land uses are all permitted by the Specific Plan, with the exception of the possible restaurant outside seating, which could be administratively-permitted in the future. While the plans show possible outdoor seating associated with a restaurant use (Sheet L2.1), the applicant is not requesting outside seating with the current application as the details of any possible outside seating have not been determined.

Additional community-serving uses could also 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 a good mix of residential and office uses, along with a retail/restaurant component and a publically-accessibly plaza. The plaza would provide future access to a grade-separated pedestrian and bicycle crossing at the Caltrain tracks, located along the project site’s eastern boundary and close to the Middle Avenue intersection, and improve bicycle and pedestrian circulation and east-west connectivity for neighborhoods on both sides of the Caltrain tracks. Additionally, the crossing would encourage the use of alternative modes of transportation.

### ***Design and materials***

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

In this area, the Specific Plan broadly calls for three- to five-story mixed-use building structures up to a width of a city block (i.e. up to 300 to 350 feet) fronting El Camino Real, the creation of an El Camino Real East Promenade, and an open space plaza and linkage to Burgess Park at Middle Avenue (see page C11 of the Specific Plan for reference illustrations).

Access points and building breaks are defined by the Specific Plan to occur at existing cross streets. Additionally, a public plaza 120 feet wide by the depth of the property (i.e. the depth from El Camino Real to the Caltrain right of way) is shown to occur across from of the Middle Avenue intersection. The public plaza as described in the Specific Plan is intended to visually extend Middle Avenue, integrate with the pedestrian promenade along El Camino Real, provide spaces for public gathering and seating, facilitate pedestrian and bicycle linkage to Burgess Park, and be activated by adjacent ground floor uses such as retail and cafes.

Other major defining regulations for the ECRSE district include a base floor area ratio of 1.25, of which office space may account for only one-half of the maximum floor area, a maximum residential density of 40 du/acre, at least 10,000 square feet of retail/restaurant floor area at the Middle Avenue intersection, a maximum building height of 60 feet, and a maximum façade height of 38 feet.

### ***Site design concept, organization, and open space/landscaping***

The proposal divides the site into three areas or zones with distinctly different land use concepts and physical/visual characteristics. The residential zone, which would be in the middle of the property from Partridge Avenue to Middle Avenue, would account for almost half the frontage. It is generally conceived as a stand-alone collection of buildings arranged around a long, narrow interior courtyard. The residential structures would be distinct in site design from the office structures. The residential buildings' side elevations would face the commercial structures, but would not be especially coordinated with the facing structures or the Middle Plaza open space. The sidewalk along El Camino Real and the access driveway along the rear lot line would provide circulatory connections to the sides of these structures. The residential buildings' internal open spaces, however, would not allow visibility or direct accessibility through them from Middle Plaza to the north or to other uses or open spaces to the south. Generally, the residential portion of the project is treated separately from the rest of the development except for the shared garage.

To the north of the residential buildings would be Office Building 1, which would have retail/restaurant uses at the ground floor (meeting the 10,000-square-foot requirement at this location), and a mostly paved plaza area facing the Middle Avenue intersection. To the south of the residential buildings would be Office Buildings 2 and 3, which would account for about one-third of the frontage. These buildings would relate well to each other in form and architecture and would be two of the first major structures visible entering Menlo Park.

In regards to pedestrian movement, the sidewalk experience as one would walk down El Camino Real would be enhanced with landscaping, which would be helped with additional street trees (palms) in front of the Office Building 1 and added palm trees along the building face of Office Building 2. As the plans and project renderings depict there would be ample landscaping and architectural features along the sidewalk to make the pedestrian experience pleasant particularly at the following points: 1) the garden entry design with wood trellis structures and stepped brick planters between the residential building, 2) the Mission Revival

entry courtyard at Office Building 2, and 3) the gabled entry form at the street facing corner of Office Building 3.

Landscaping appears secondary to the building design and missing a set of unified visual characteristics (i.e. repetitive or rhythmic landscape treatments) that would create the sense that the El Camino Real is a distinct linear space along the sidewalk. Sequencing of landscaping and/or building elements, such as repetitive columnar trees and/or architectural colonnades could be used to create a sense of a more continuous, expansive pedestrian promenade. In general, the pedestrian promenade and interface between the promenade and plaza could be improved. Minimally, increasing the number of palm trees in the planting strip in front of Building 1 and Middle Plaza from four to eight to extend the progression further across the frontage would help fill gaps in the landscape.

Aspects of design for each zone are discussed further as follows.

#### Northern Zone/Retail Building 1/Middle Plaza

Office Building 1 would be a three story structure with its ground floor dedicated to retail/restaurant uses. Such uses would face both El Camino Real and Middle Plaza with the plaza located to the south side of Building 1. Middle Plaza's usable area would be approximately 100 feet wide by 170 feet deep with curved sides. It would be bordered on its southern side by the main access drive off Middle Avenue and the northern side of residential Building A. The access drive would extend from the Middle Avenue intersection diagonally on a curve to the south allowing access to the subterranean parking garage serving both the office building and the adjacent residential buildings. There would also be surface parking behind Office Building 1.

Building 1's plaza façade with its curving wall plane, large rotunda form, and figurative massing would give character to the urban space and allow the plaza to have some spatial definition on one side. The design and landscape treatment of the plaza, while improved from earlier designs, may still be considered fragmented, with separate unrelated amenities. The design could also draw on the adjacent building's Mission Revival architecture.

Further study of the plaza and its landscape and architectural features could occur without changing the design of the buildings or driveway location. The design treatment of the plaza is one of a large, paved area to which seating, lighting, and street furniture are added in a relatively free form manner. This is fairly effective at creating smaller activity areas, but staff believes the plaza lacks an overall visual identity.

#### Middle Zone/Residential Buildings A, B, and C

From the intersection of Middle Avenue on the north to Partridge Avenue on the south, El Camino Real would be fronted by three-story apartment facades rendered in a Craftsman inspired architectural style. A pedestrian entry would be created between Buildings A and C across from College Avenue. A second pedestrian entrance would be created just north of Partridge Avenue between Buildings C and B. The three-story structures facing El Camino Real would give way to five-story structures facing Caltrain to the east. A long, narrow, L-shaped courtyard would separate the three- and five-story structures and form the main common open space and amenity areas for the residents. Ground floor units would have small private patios that would allow for direct access to either the inner courtyard or the El Camino Real sidewalk.

The residential structures demonstrate a generally well-conceived overall site planning approach. With the taller structures on the north-northeast (using compass directions, as this topic relates to solar access) side of the property and the lower structures along El Camino Real facing south-southwest, the inner courtyard should benefit from extensive solar access in the morning year round and late afternoon in summer months. The courtyard should also have considerable sunlight mid-day for at least half the year given the three-story building profile and massing relief near the main entry. The courtyard would have several smaller areas for gathering and a large pool near the center. Additionally, the orientation of the buildings would favor solar panels being placed on the roof tucked behind the mansards, although specific locations for solar panels has not yet been determined.

### Southern Zone/Office Buildings 2 and 3

Office Building 2, the largest of the office buildings, would front El Camino Real between Partridge Avenue to the north and Cambridge Avenue to the south. A smaller office building with two stories of offices above a first-floor parking garage would front El Camino Real from Cambridge Avenue to the interior side lot line facing the Stanford Park Hotel. Office Building 3, however, would be set back farther from the street than Office Building 2 due to the existing driveway to Stanford Park Hotel that runs across the front of the property. Both Partridge and Cambridge Avenues would be vehicular access points with driveways leading to the rear drive aisle and then to garage access points, which would not be visible from El Camino Real.

Office buildings 2 and 3 would be visually similar and their massing seems to respond and relate well to each other. The key site planning features of these buildings are the locations of the entries and/or the use of open space consistent with Mission Revival architecture.

Office Building 2's entry would be set back from the street and accessed through a courtyard that would effectively be two spaces: a transition space bounded on two sides by modest two-story forms leading to a wider rectangular courtyard mostly sheltered from the street. The courtyard spaces have proportions, layouts, amenities, and landscape treatments fitting for the Mission Revival building. The main courtyard would include a hexagon-shaped tile fountain near the building entry and shade trees with seating areas to each side in a formal/axial arrangement. The transition space would also feature rows of queen palms. Office Building 2 would also have upper level decks, some with trellis shade structures. The building's form and open spaces would be varied and complex but still cohesive.

Office Building 3's entry would be at the building corner. Because it would be set back further from the street, the design compensates with a tall gable-ended entry form with arched openings and decorative tile detailing. The sidewalk area in front of the entry would be ample, and a relocated date palm would be situated to mark the building corner and entry. Some first-floor level parking would face the street, but would be mostly concealed behind decorative metal screens and landscaping. Open space at Office Building 3 would be limited on the ground floor to the sidewalk adjacent the entry, but occupants would have access to large street-facing terraces on the second and third floors.

### ***Architectural character, streetscape appearance, materials and detailing***

#### Office Buildings 1, 2, and 3

The office buildings' rooflines and massing would be fairly figurative interpretations of Mission Revival architecture. Strong vertical features, such as gable forms, hip roofed square towers, and round turrets, would range from 50 to 60 feet tall. These forms vary in height next to adjacent rooflines to accentuate the building silhouette. Lower height building volumes, often one or two stories tall, including porch-like arcades or trellis-covered decks would be positioned near the street to reduce the scale along El Camino Real. All the buildings would have strong entry features, but the entries vary from building to building. The sufficient

spacing of the volumes and the ordered treatment of openings at individual facades tend to minimize the massing and help the overall composition of forms look integrated.

In regards to detailing, the Mission Revival architecture would be well expressed. Deep roof overhangs, pergolas, and trellises would have shaped wood beams or rafter tails. Gables and other locations without extended eaves would have stucco-covered cornice trim. Stucco-covered wall trim would occur selectively on building walls where a horizontal band would be needed to regulate proportions, wall caps needed at solid guard rails, or similar transitions. Windows would be vertically proportioned with mostly square subdivisions and recessed 9 inches from the wall. Ornamentation would include decorative tile panels set in relief, decorative wrought railings, metal leader boxes and similar elements. Lighting fixtures would also have period wrought-iron detailing.

In regards to materials, the proposed mixed color red tile roofing and off-white painted smooth stucco would be representative of the style. Brightly colored awnings and decorative ceramic tile in a variety of floral and geometric patterns and bright colors would contrast with and enliven the stucco. Windows and metal work would be brown and black respectively. Overall, the office buildings' massing, facades, materials and detailing flow well from the Mission Revival style and make convincing architectural statements.

### Residential Buildings A, B, and C

The residential buildings would feature Craftsman-style rooflines, window patterns, materials and detailing. The front portion of Building A and Building C would be three stories along the street with some rooflines near the building corners and entry points two stories. A few hip roof forms are added to the mostly gable roofs facing El Camino Real to offer variety and height differentiation. Heavy timbered framing for trellis elements mark the pedestrian entry between Buildings A and C and the bridge between Buildings B and C. Stucco or brick are used for the ground floor and up to the second floor line, balcony railing, or in a few cases second floor roof to provide scale with a differentiated building base. The material variation occurring at varied heights on the façades would give the facades an integrated expression and diminish the impression of stacked units.

The rear sections of Buildings A and B would be five stories. The architecture is similar to the buildings fronting El Camino Real, except the upper two floors would be rendered in vertical siding panels. Street elevations and building sections suggest the five story buildings would be only partially visible from along El Camino Real.

Colors and materials would vary from building to building to give each some distinction. The overall use of forms, colors, and materials, however, are blended enough that the transitions between buildings wouldn't appear choppy as seen from the street.

In regards to materials and detailing, the Craftsman architecture would be well expressed at wall surfaces, windows, and roof edges. Wood textured painted cement board is the primary cladding materials with brick and stucco as accent materials. Roof eaves and rakes project out from the building wall about 24 to 30 inches on each side.

Noteworthy would be how the materials and detailing come together. For example the cement board horizontal siding would have a 5/8-inch thick edge so the boards would not look too flat on the wall. Additionally, the exposures would vary in height with one four-inch board with followed by two seven-inch boards to make an interesting pattern. Also, both the horizontal siding and shingle siding are shown on building elevations and detailing sheets without vertical corner trim. This would give the forms an authentic and uncluttered expression.

Residential windows would be aluminum clad wood in a light grey color. Most residential windows appear to be double-hung and grouped in twos or threes with trim between to simulate posts. Window divisions would look more like Prairie Style than Craftsman Bungalow, but the pattern generally works well with the overall elevation.

Building-mounted lighting would be traditional Craftsman or Prairie Style detailing. Overall, the materials, detailing and colors would be well coordinated and fit the Craftsman inspired building architecture for the residential 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.

The following changes or clarifications are intended to improve the proposals' overall compliance with the Specific Plan and/or its overall design.

1. Consider landscape choices that provide a more consistent character to the landscaping to enhance the promenade and mark the entrance to the Middle Plaza and provide a visual cue to the linkage to Burgess Park.
2. Consider placing built elements along the edges of the plaza to reinforce it. This would help define the center of the space more like a courtyard, while providing see-through spatial definition at the edges of the plaza.
3. Provide more landscaping within the main courtyard of the residential buildings.
4. Provide "soft" play areas for small children within the main courtyard of the residential building and within the building.
5. Provide window shades at ground-floor residential units that provide top-down and bottom-up control mechanisms to allow residents to regulate privacy without completely closing the shades.
6. Consider whether window grids should vary at Residential Building C given the variation in siding at that building to shingles from the horizontal siding at Building A. Vertical muntin bars on the upper sash could be one option.
7. Clarify where rooftop solar panels will be installed.
8. Clarify where operable windows will be used at the office buildings.
9. Consider changing the pattern of the window divisions at Building C, which uses shingle cladding to differentiate the structure from Building A along El Camino Real.

#### ***Parking and circulation***

##### Vehicular

The majority of the parking would be provided in two, two-level underground parking garages. One underground garage would serve Office Building 1, which would be located on the northern-most portion of the property and be developed with office and retail/restaurant uses, and the residential buildings, generally located in middle of the subject property. The second underground parking garage would service Office Building 2, which would front El Camino Real between Partridge Avenue to the north and Cambridge Avenue to the south. Office Building 3, a smaller office building with two stories of offices above a first floor parking garage, would front El Camino Real from Cambridge Avenue to the interior side lot line facing the

Stanford Park Hotel. Some surface parking is also included, mainly to serve the retail/restaurant use.

A main access drive off Middle Avenue would extend from the Middle Avenue intersection diagonally on a curve to the south allowing access to the subterranean parking garage serving both Office Building 1 and the adjacent residential buildings. Both Partridge and Cambridge Avenues would be vehicular access points with driveways leading to the rear drive aisle and then to garage access points, which would not be visible from El Camino Real.

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 930-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.

On April 12, 2017, the Transportation Commission reviewed the Draft Environmental Impact Report (DEIR) for the project but did not take any action. The Commissioners generally provided feedback about site access and on-site circulation for bicyclists and pedestrians and inquired about the potential to add a shared-use pathway on the site. Stanford representatives and staff responded, indicating that the Specific Plan does not require the addition of a pathway on the site.

#### 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 along El Camino Real and in the public plaza. Long-term bicycle parking would be located on the upper garage floor for office Building 1, with separate bicycle parking in the residential portion of the garage, as well as the upper level of the below-grade parking garage for Office 2, and in the first floor parking for Office Building 3. Similar to vehicular parking, covered bicycle parking is exempt from FAR calculations.

The project would implement, at a minimum, a Class III bicycle facility, bicycle route on Middle Avenue between University Drive and El Camino Real, as required by Condition of approval 2(h)(vi) as partial mitigation to reduce the project's impact on this roadway segment.

#### Pedestrian

The project would include significant improvements to the pedestrian environment. Along most of the project's El Camino Real frontage, 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. Due to the existing driveway for the Stanford Park Hotel, in front of Office Building 3, the sidewalk for this portion of El Camino Real would be reduced to seven feet (including existing tree wells).

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 to the City. As shown on Sheet L1.4, a sidewalk adjacent to the access driveway along the rear lot line provide would provide additional pedestrian circulation.

### ***Open space, trees and landscaping***

#### Open space

The project would exceed the ECR SE minimum open space requirement of 30 percent of the lot, with approximately 39 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, an addendum report, and an advanced tree inspection report, all prepared by HortScience Inc. (Attachments K), evaluating all trees on and near the subject property, including 40 heritage trees. The addendum report and the advanced tree inspection report reflect updates and clarifications that were requested by City staff.

Three heritage trees (trees #6, #7, and #8) along the driveway for the Stanford Park Hotel, west of proposed Office Building 3, would be preserved, and one heritage Canary island date palm (tree #9), located on the east side of the driveway, would be transplanted northward to avoid adverse impacts from the development of Office Building 3. All of the other on-site trees are proposed for removal due to the extensive nature of the development, including the two underground parking garages that span much of the project site. In total, 18 heritage trees are proposed for removal, plus the one heritage tree that is proposed to be transplanted on-site.

### *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 has reviewed the applicant's arborist report, the addendum report, and the advanced tree inspection, conducted a site visit to independently evaluate the health and condition of the heritage trees proposed for removal, and provided recommendations.

The City Arborist recommends approval of the requested heritage tree removals in recognition of factors #1 (tree condition/health) and #4 (long-term species value). In addition to the previously noted conflicts with the proposed comprehensive redevelopment of this site, which includes the construction of a publicly-accessible plaza, many of the heritage trees on the project site are in fair to poor condition due to the extensive paving of the site and a lack of adequate rooting space.



### *Environmental Quality Commission review*

On July 26, 2017, the Environmental Quality Commission (EQC) reviewed the proposed tree removals and a preliminary landscaping plan, and recommended that the Planning Commission recommend approval of the heritage tree removal permits to the City Council. Additionally, the EQC asked the applicant to consider planting more native trees on the site.

Following the meeting, the applicant worked with staff to address the EQC's recommendation, and has increased the number of native trees proposed on the site.

### Proposed landscaping

The City has a heritage tree replacement guideline for commercial/mixed-use projects to replace trees at a 2:1 level and to provide one replacement tree for transplanted heritage trees. The replacements have to be of a type that can grow to heritage-size. The applicant is proposing to provide 42 heritage tree replacements to compensate for the loss of the 18 heritage trees and the relocation of one heritage tree (tree #9), which would exceed the replacement requirement of 37 trees. The proposed replacements include 16 coast live oaks, three ginkgo trees, nine cork oaks, three London plane trees, three valley oaks, and ten California sycamores. The City Arborist has indicated these are acceptable replacement trees, although some of the spacing of the proposed replacement trees could be improved, which staff will continue to work with the applicant on in advance of any City Council action. However, even with increased spacing, the proposal would exceed the 2:1 replacement ratio.

A London plane street tree along El Camino Real (tree #24) would be removed to accommodate a new driveway and curb improvements between the residential buildings and Office Building 2, across El Camino Real from Partridge Avenue. A second London plane street tree (tree #65) is proposed for removal for a new driveway between the plaza and the residential buildings. These two street trees are non-heritage in size.

SFPUC has expressed concerns about the planting of new street trees in close proximity to the Hetch Hetchy line, which runs along the El Camino Real frontage of the property. Staff will work with the Project Arborist, and SFPUC, to identify additional street tree planting locations along El Camino Real, as well as appropriate measures to protect the Hetch Hetchy water line and other utilities, including root barriers.

Additional trees and landscaping would be planted throughout the site. The project would be required to comply with the Water Efficient Landscaping Ordinance (WELO).

### **Lot Merger**

The applicant is proposing an administrative lot merger to merge the existing parcels into one parcel for the entire project site. In addition, if the discretionary actions are approved, the applicant would also need later City Council approval to vacate existing easements and create necessary new easements for the project. A proposed overall final easement disposition plan is included for reference on Sheet C-4.0 of the plan set.

### **Trash and recycling**

Proposed trash enclosures are located along the rear of the property. The plans have been reviewed and tentatively approved by the City's refuse collector, Recology. As shown on Sheet C-4.2, the trash enclosures would intrude slightly on the proposed Cal Water easement; however, the applicant has submitted a letter from Cal Water indicating they are willing to allow portions of the trash enclosures over the easement, subject to conditions.

## **Signage**

Under the current Sign Ordinance, the property would be allowed a total signage area of 100 square feet. Given the length of the project's frontage along El Camino real, this sign area would likely be disproportionately small relative to the building, and could negatively affect the vibrancy of the retail/restaurant use 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 Station 1300 (1300 El Camino Real) project, 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 initial work has commenced.

## **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.

According to staff's calculations, the project is required by the current BMR regulations to provide 6.4 BMR units that are affordable to individuals at the low-income level, as designated for San Mateo County. These calculations are based on the project's proposed 123,501 square feet of net new commercial square footage. Staff's calculations give the applicant credit for 19,339 square feet of commercial space at 300 El Camino Real that was in use at the time of the application, and which was subtracted from the project's total 153,126 square feet of proposed commercial space. The applicant believes credit should be given for buildings that were unoccupied at the time of the application submittal, which would result in a BMR requirement of 5.3 BMR units. This would not be consistent with how the City treated the recent Station 1300 development, where a vacant building at 1258 El Camino Real was not used as a credit for BMR calculations.

As part of the development agreement negotiations for the project, which haven't been finalized, the applicant is proposing to provide eight one-bedroom on-site BMR units at the low-income level, which would exceed the minimum requirement. The Housing Commission previously recommended that the 1.9 BMR units for the 2131 Sand Hill Road project, also owned by Stanford, be satisfied with the provision of two BMR units at the Middle Plaza at 500 El Camino Real project site. Pursuant to the Housing Commission's recommendation, the applicant is proposing a total of ten one-bedroom on-site BMR units, all at the low-income level. (If the 2131 Sand Hill Road project is not approved, the applicant would provide eight one-bedroom BMR units at the low-income level.) On August 23, 2017 the Housing Commission reviewed this proposal and recommended approval, 3-2, while expressing concerns that only 10 units out of 215 units, or eight units if the 2131 Sand Hill Road project is not approved, would be BMR units.

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

After the March 28 appointment of the Council Subcommittee (Councilmembers Mueller and Ohtaki), City staff, including the City Manager, Assistant City Manager, and 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 Stanford and consulted with the Council Subcommittee. The attached Term Sheet letter from Stanford (Attachment L) is the outcome of the public benefit negotiation process. As discussed below, the Council Subcommittee does not fully support the term sheet because they believe the funding for the education foundation is not sufficient.

### ***Development Agreement Term Sheet***

The Term Sheet reflects the terms proposed by Stanford in addition to the required mitigation measures, which were determined by the Draft EIR and which will be included in the mitigation monitoring and reporting program for the development proposal. The Council Subcommittee has reviewed the proposed Term Sheet but does not fully support it because they believe the funding for the Menlo Park Atherton Education Foundation is not sufficient. (The Menlo Park Atherton Education Foundation is a nonprofit organization led by district parent volunteers who raise funds to support innovation and education excellence for students at Encinal, Laurel, Oak Knoll, and Hillview Schools. Concerns were raised by the Menlo Park City School District about tax revenues if a significant portion of the residences are occupied by Stanford employees, thus enabling a property tax exemption.) The Subcommittee does support the term sheet if the funding for the education foundation is increased as suggested below. The subcommittee is also recommending that five of the ten Below Market Rate units in the development be dedicated to teachers from the Menlo Park City School District. This is not a specific term of the DA and would need to be a policy decision by the Council.

#### **1. Caltrain Pedestrian/Bicycle Crossing**

The applicant is proposing to pay for 50 percent of the cost of the crossing, up to \$5,000,000.

#### **2. Affordable Units**

According to staff's calculations, the project is required by the current BMR requirements to provide 6.4 BMR units that are affordable to individuals at the low-income level, as designated for San Mateo County. Stanford believes credit should be given for buildings that were unoccupied at the time of the application submittal, which would result in a BMR requirement of 5.3 BMR units. The Housing Commission recommended that the BMR requirements for the 2131 Sand Hill Road project, consisting of 1.9 BMR units, be satisfied on this project site with the provision of two on-site BMR units. The applicant is proposing 10 one bedroom BMR units, all at the low-income level. (If the 2131 Sand Hill Road project is not approved, the applicant would provide eight one bedroom BMR units at the low-income level.)

#### **3. Menlo Park-Atherton Education Foundation**

The applicant is proposing to pay \$100,000 per year to the Menlo Park Atherton Education Foundation over 10 years for a total of \$1,000,000. The Subcommittee recommends the term of the annual payments should be extended for five years to a total of \$1,500,000 over 15 years.

#### **4. Assurances Regarding New City Fees.**

Similar to provisions included in previous development agreements, the City agrees to provide Stanford 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 increased BMR fees, or any equivalent in-kind

obligation, for the term of the Agreement. The assurances regarding no imposition of new fees shall not limit the City from imposing new citywide or Specific Plan wide fees, assessments or taxes.

#### 5. Plaza.

Stanford has agreed to execute and record a Public Use Agreement as part of the Development Agreement regarding the public use of the privately owned and operated Middle Avenue plaza. The proposed public access hours for the plaza would be 6 am to midnight.

#### 6. Term of the Development Agreement.

The Term shall be ten (10) years, subject to extension if the City has made substantial progress in securing approvals and funding for the grade crossing, in which event the term may continue for up to five years beyond the initial ten year term, with the understanding that the BMR units will be subject to a separate agreement for a 55-year term.

The recommended actions have been structured to assume support of the Development Agreement as proposed. However, the Planning Commission may recommend the City Council Subcommittee's terms, the applicant's terms or other terms

### **Correspondence**

Since the March 2017 Draft EIR public hearing and study session, staff has received four letters regarding the project from the public, included as Attachment "M". Fran Philip, a business owner at 959 El Camino Real, suggests making the parking lanes on El Camino Real into travel lanes at peak hours. Diane Bailey of Menlo Spark provides recommendations regarding enhanced sustainability measures, including committing to LEED Gold and providing a more aggressive Transportation Demand Management (TDM) program. John Kadwany provides questions regarding the EIR and recommends that the Planning Commission review this proposal after Labor Day, to provide more review time, and submitted a second email making a suggestion regarding funding for the grade-separated crossing. Lastly, Chief Harold Schapelhouman of the Menlo Park Fire Protection District states concerns with fire services and funding impacts.

### **Conclusion**

Staff believes that the proposal would represent a balanced mixed-use project, with a good mix of residential and office uses, along with a retail/restaurant component and a publically-accessible plaza. The plaza would provide future access to a grade-separated pedestrian and bicycle crossing at the Caltrain tracks, located along the project site's eastern boundary and close to the Middle Avenue intersection, and improve bicycle and pedestrian circulation and east-west connectivity for neighborhoods on both sides of the Caltrain tracks. Additionally, the crossing would encourage the use of alternative modes of transportation. The architectural approach would utilize quality materials and detailing, and would address relevant Specific Plan standards and guidelines. The heritage tree removals would be justified by the trees' condition, health, and long-term species value. The replacement plantings would emphasize California native species, and would exceed the two-to-one replacement ratio. 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 up to \$5 million towards a grade separated pedestrian/bicycle crossing at the Caltrain tracks, additional affordable housing units, a financial contribution to the Menlo Park-Atherton Education Foundation and a publicly accessible plaza. As noted earlier, the Planning Commission may make a qualified recommendation regarding the Development Agreement, given the City Council Subcommittee's position on the current term sheet. 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 financial contribution towards the construction of the grade-separated Caltrain crossing.

### **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 sub-consultant) 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:

Table 1: CEQA Process Timeline		
Date	Milestone	Hearing Body
3/15/2016	Environmental Impact Report Contract Approval	City Council
6/22/2016	Notice of Preparation (NOP) and Infill Environmental Checklist Issuance	n/a
7/21/2016	NOP Comment Deadline	n/a
2/28/2017	Notice of Availability (NOA) of Draft Infill EIR	n/a
2/28/2017	Draft Infill EIR Review Period Start	n/a
3/27/2017	Draft Infill EIR Public Hearing	Planning Commission
4/13/2017	Draft Infill EIR Review Period End	n/a
8/11/2017	Final Infill EIR Review Period Start	n/a
8/28/2017	Public Hearing for Recommendations on All Project Actions Including Final Infill EIR	Planning Commission
TBA 2017	Public Hearing for All Project Actions Including Final Infill EIR	City Council

**Draft Infill EIR**

The Draft Infill EIR analyzes the following three topic areas:

- Air Quality (construction)
- Noise (traffic noise)
- 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)
- Noise (traffic noise)

The Transportation/Traffic analysis in the Draft Infill EIR determined that impacts on bicycle and pedestrian facilities, transit facilities, and emergency access would be less than significant. However, the following transportation/traffic impacts have been determined to be potentially significant. Mitigation measures have been specified for most intersections, roadway segments, routes of regional significance, and railroad crossings, but the impacts listed in Tables 2 through 5 below are considered significant and unavoidable due to factors such as the need to acquire additional rights-of-way, conflicts with existing policies, or a location outside of the City’s jurisdiction.

Partial mitigation measures are included for the payment of transportation impact fees (TIF) and proportional share contributions towards transportation infrastructure improvements, and implementation of a Transportation Demand Management (TDM) plan, and these would be project requirements. However, these mitigation measures are not projected to fully mitigate any impacts.

<b>Table 2: Impacts on Intersections</b>					
<b>Intersection</b>	<b>Jurisdiction</b>	<b>Significant Impact?</b>			
		<b>Near-Term 2021 Plus Project</b>	<b>Cumulative 2040 Plus Project</b>	<b>Is Mitigation Feasible?</b>	<b>Remains Significant and Unavoidable Impact?</b>
<b>Middlefield Rd/ Marsh Rd (#1)</b>	Atherton	Yes - AM	Yes - AM	Yes	Yes <sup>1, 2</sup>
<b>Middlefield Rd/ Glenwood Ave-Linden Ave (#3)</b>	Atherton	Yes - AM/PM	Yes - AM/PM	Yes	Yes <sup>1, 2</sup>
<b>Middlefield Rd/ Ravenswood Rd (#5)</b>	Menlo Park and Atherton	No	Yes - AM	Yes	Yes <sup>1</sup>
<b>Middlefield Rd/ Willow Rd (#7)</b>	Menlo Park	Yes - PM	Yes - AM/PM	No	Yes <sup>2,3</sup>
<b>El Camino Real/ Ravenswood Ave-Menlo Ave (#15)</b>	Menlo Park/ Caltrans	No	Yes - AM/PM	No	Yes <sup>1,2,3</sup>
<b>El Camino Real/ Live Oak Ave (#16)</b>	Menlo Park/ Caltrans	No	Yes - AM/PM	Yes	Yes <sup>1,3</sup>
<b>El Camino Real/ Middle Ave (#18)</b>	Menlo Park/ Caltrans	No	Yes - PM	No	Yes <sup>1,2,3</sup>
<b>El Camino Real/ College Ave (#19)</b>	Menlo Park/ Caltrans	Yes - AM/PM	Yes - AM/PM	Yes	Yes <sup>1,3</sup>
<b>El Camino Real/ Partridge Ave (#20)</b>	Menlo Park/ Caltrans	Yes - AM	Yes - AM/PM	Yes	Yes <sup>1,3</sup>
<b>El Camino Real/ Harvard Ave (#22)</b>	Menlo Park/ Caltrans	Yes - AM	Yes - AM/PM	Yes	Yes <sup>1,3</sup>
<b>El Camino Real/ Creek Dr (#23)</b>	Menlo Park/ Caltrans	Yes - AM	Yes - AM/PM	Yes	Yes <sup>1,3</sup>
<b>University Dr/ Middle Ave (#31)</b>	Menlo Park	Yes - AM/PM	Yes - AM/PM	Yes	Yes <sup>3</sup>

Notes:

<sup>1</sup> Mitigation measure(s) requires approval from another jurisdiction, which cannot be guaranteed; therefore, impact remains significant and unavoidable.

<sup>2</sup> Mitigation measure(s) requires acquisition of right-of-way, which cannot be guaranteed; therefore, impact remains significant and unavoidable.

<sup>3</sup> Mitigation measure(s) is undesirable due to potential secondary impacts; therefore, impact remains significant and unavoidable.



<b>Table 3: Impacts on Roadway Segments</b>					
<b>Segment</b>	<b>Significant Impact?</b>			<b>Is Mitigation Feasible?</b>	<b>Remains Significant and Unavoidable Impact?</b>
	<b>Near-Term 2021 Plus Project</b>	<b>Cumulative 2040 Plus Project</b>			
<b>Middlefield Rd – Ravenswood Ave to Ringwood Ave (#2)</b>	No	Yes		No	Yes
<b>Ravenswood Ave – Laurel St to Middlefield Rd (#3)</b>	Yes	Yes		No	Yes
<b>Middle Ave – University Dr to El Camino Real (#5)</b>	Yes	Yes		No	Yes
<b>Cambridge Ave – University Dr to El Camino Real (#8)</b>	Yes	Yes		No	Yes

<b>Table 4: Impacts on Routes of Regional Significance</b>					
<b>Segment</b>	<b>Jurisdiction</b>	<b>Significant Impact?</b>			<b>Remains Significant and Unavoidable Impact?</b>
		<b>Near-Term 2021 Plus Project</b>	<b>Cumulative 2040 Plus Project</b>	<b>Is Mitigation Feasible?</b>	
<b>Bayfront Expressway – University Ave to Willow Rd (WB)</b>	Caltrans	Yes	Yes	No	Yes
<b>Bayfront Expressway – Willow Rd to University Ave (EB)</b>	Caltrans	Yes	Yes	No	Yes
<b>Willow Rd – Bayfront Expressway to US 101 (WB)</b>	Caltrans	No	Yes	No	Yes
<b>Willow Rd – US 101 to Bayfront Expressway (EB)</b>	Caltrans	Yes	Yes	No	Yes

**Table 5: Impacts on Railroad Crossings**

<b>Segment</b>	<b>Significant Impact</b>	<b>Is Mitigation Feasible?</b>	<b>Remains Significant and Unavoidable Impact?</b>
<b>Ravenswood Avenue Railroad Crossing</b>	<b>No significance threshold for railroad crossings. However, as the project would add vehicular traffic to railroad crossings, mitigation measures have been recommended.</b>	<b>No</b>	<b>Yes</b>

**Final Infill EIR**

The Final Infill EIR, included as a hyperlink as Attachment N, 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 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 B. The MMRP would be incorporated 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.

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

	<b>Dwelling Units</b>	<b>Commercial Square Footage</b>
<b>Existing</b>	0	19,339
<b>Proposed</b>	215	153,126
<b>Net Change</b>	215	133,787
<b><i>% of Maximum Allowable Development</i></b>	<i>31.6%</i>	<i>28.2%</i>

### 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
- 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  
Hyperlink: Project Plans, dated August 22, 2017 - <http://menlopark.org/500ECRplans>
- H. Project Description Letter
- I. Standards and Guidelines Project Compliance Worksheet
- J. Arborist Report, Addendum Report, and Advanced Tree Inspection Report, prepared by HortScience Inc.
- K. Development Agreement Term Sheet
- L. Correspondence
- M. Hyperlink: Middle Plaza at 500 El Camino Real Final Infill EIR - <http://menlopark.org/500ECR-FINAL-EIR>

### 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. Planning Commissioners were provided full plan sets under separate cover.

**Exhibits to Be Provided at Meeting**

- Color and Materials Boards

Report prepared by:  
Corinna Sandmeier, Associate Planner

Report reviewed by:  
Mark Muenzer, Assistant Community Development Director

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**Attachment A  
Recommended Actions  
Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real)**

**Environmental Review**

1. 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, Approving a Mitigation Monitoring and Reporting Program, and Certifying the Final Infill Environmental Impact Report for the Middle Plaza at 500 El Camino Real Project, Located at 300-550 El Camino Real (Attachment B)

**Architectural Control**

2. Adopt a Resolution of the City Council of the City of Menlo Park Approving Findings and Conditions for the Architectural Control for the Middle Plaza at 500 El Camino Real Project located at 300-550 El Camino Real (Attachment C)

**Heritage Tree Removal Permits**

3. Adopt a Resolution of the City Council of the City of Menlo Park Approving the Heritage Tree Removal Permits for the Middle Plaza at 500 El Camino Real Project, located at 300-550 El Camino Real (Attachment D)

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

4. Adopt a Resolution Approving a Below Market Rate Housing Agreement with Stanford University for the Middle Plaza at 500 El Camino Real Project, located at 300-550 El Camino Real (Attachment E)

**Development Agreement**

5. Introduce an Ordinance of the City Council of the City of Menlo Park Approving the Development Agreement with Stanford University for the Middle Plaza at 500 El Camino Real Project, located at 300-550 Camino Real (Attachment F)

## 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, APPROVING A MITIGATION MONITORING AND REPORTING PROGRAM, AND CERTIFYING THE FINAL INFILL ENVIRONMENTAL IMPACT REPORT FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300 EL CAMINO REAL, 350 EL CAMINO REAL, 444 EL CAMINO REAL, 550 EL CAMINO REAL, AND A PARCEL WITH NO ADDRESS**

**WHEREAS**, Stanford University (“Project Sponsor”) submitted an application to construct an infill project of approximately 458,967 square feet (sf) of mixed uses within five 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 June 22, 2016 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. Comments received by the City on the NOP 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 28, 2017 for a 45-day review period that ended on April 13, 2017. The public review period included one Planning Commission public hearing on March 27, 2017. Comments on the Draft Infill EIR were received from 6 public agencies and 14 individuals. On August 11, 2017, 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 (also designated the “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 and, where significant and unavoidable impacts remain, a statement of the overriding considerations 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 Planning Commission on August 28, 2017; and

**WHEREAS**, the 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 certify the Final Infill EIR, to make the findings and take the actions required by CEQA, to adopt the mitigation measures identified in the Mitigation Monitoring and Reporting Program ("MMRP") and adopt the MMRP, and to adopt a Statement of Overriding Considerations identifying the benefits of the Project that outweigh its significant and unavoidable effects on the environment; and

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

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Menlo Park hereby finds that the above recitals are true and correct, makes the following findings and takes the following actions with respect to the Final Infill EIR prepared for the Project:

**I. INTRODUCTION**

Stanford University ("Project Sponsor") is proposing to redevelop six parcels of land along the east side of El Camino Real into a mixed-use development. The Caltrain right-of-way is located to the east of the Project site. The Project site includes 300 El Camino Real (two parcels totaling 2.5 acres), 350 El Camino Real (0.9 acre), 444 El Camino Real (1.7 acres), 550 El Camino Real (1.6 acres), and a 1.7-acre parcel with no address, which add up to approximately 8.4 acres. These parcels generally consist of vacant and occupied commercial buildings as well as surface parking lots.

The Project would demolish the existing structures and construct up to 458,967 square feet (sf) of mixed uses at the Project site. The publicly accessible plaza at the Project site would be a minimum of 120 feet wide and approximately 0.5 acre in size. The five new buildings at the Project site would include approximately 277,000 sf of residential space (215 housing units), approximately 144,000 sf of non-medical office space, and approximately 10,000 sf of ground-floor retail/restaurant space. The Project would also provide approximately 930 parking spaces within underground parking garages and surface parking, which is a reduction in the required number of parking spaces, as recommended by a draft shared parking analysis that accounts for the proposed mixture of uses on the site.

The Project requires the following City approvals:

- **Environmental Review.** Certification of the Final Infill EIR, approval of findings, approval of the feasible and potentially feasible (but not infeasible) mitigation measures presented in the Infill EIR, approval of the MMRP, and approval of a statement of overriding considerations for significant and unavoidable impacts.
- **Architectural Control.** Architectural control approval of the design of the proposed buildings and site improvements.



- **Lot Line Adjustment/Lot Merger.** A lot line adjustment or lot merger to modify existing lot lines. (This is a ministerial approval that does not rely on the Infill EIR.)
- **Heritage Tree Removal Permits.** A heritage tree removal permit 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 for the Project's compliance with the City's Below Market Rate Housing Program, as outlined in Chapter 16.96 of the Municipal Code.
- **Development Agreement.** A Development Agreement with the City of Menlo Park to vest development approvals and specify a financial contribution to the City of Menlo Park that could be used for the design and, if approved, construction of a pedestrian/bicycle crossing at Middle Avenue.

## **II. PROJECT OBJECTIVE**

The Project Sponsor identified and the City Council has determined that the Project has been designed to meet the following objective:

- Develop a mixed-use residential project on Stanford's auto dealership sites that is consistent with the vision, goals and policies of the El Camino Real/Downtown Specific Plan.

## **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 eligibility 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) as discussed on pages 3-2 and 3-3 of the Draft Infill EIR. In particular, it is located on a previously developed site and satisfies the performance standards provided in Appendix M, as demonstrated on pp. 1-2 and 1-5 through 1-7 of the Infill Environmental Checklist. Furthermore, as discussed on p. 1-7 of the Infill Environmental Checklist, the Project site is within a Priority Development Area ("PDA") in the adopted Plan Bay Area, which is the Sustainable Communities Strategy ("SCS") for the Bay Area as required by Senate Bill 375. PDAs are areas where new development will support the needs of residents and workers in a pedestrian-friendly environment served by transit. Local jurisdictions, including Menlo Park, defined the character of their PDAs according to existing conditions and future expectations as regional centers, city centers, suburban centers, and/or transit town centers. The El Camino Real/Downtown Specific Plan serves as the PDA that includes the Project site. Since the Project is consistent with the Specific Plan, it is also consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in the SCS.

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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 (“UADPS”) 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 El 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 UADPS 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 UADPS except for Transportation/Traffic, Air Quality (construction health risk), and Noise (vehicle traffic noise), 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 UADPS 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 June 22, 2016, 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. The NOP noted that the Project may have a significant effect on the environment and that an Infill EIR would be prepared for the Project.

The Draft Infill EIR was made available for public and agency review on February 28, 2017. Copies of the Notice of Availability (“NOA”) of the Draft EIR were mailed to public agencies (including the State Clearinghouse (SCH #2016062053), 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 27, 2017. The CEQA-mandated 45-day public comment period for the Draft EIR ended on April 13, 2017. 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 Infill EIR, and the written responses were incorporated into a Final Infill EIR document including Chapter 3, *Responses to Comments*, that was published on August 11, 2017. Copies of the Final Infill EIR document were made available at the Community Development Department, on the City's website, and at the Menlo Park Library. The Draft Infill EIR and the Final Infill EIR document together comprise the Final Infill EIR (or "Infill EIR").

A duly and properly noticed public hearing was scheduled before the Planning Commission of the City of Menlo Park on August 28, 2017, and the Planning Commission 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 held before the City Council on **Date**, where the Council considered the Final Infill EIR and the Project.

#### **IV. CERTIFICATION OF FINAL INFILL ENVIRONMENTAL IMPACT REPORT**

In accordance with CEQA Guidelines Section 15090, the City of Menlo Park, acting by and through its City Council hereby certifies that the Final Infill EIR has been completed in compliance with the CEQA and the CEQA Guidelines. The City further certifies that it has been presented with the Final Infill EIR and that it has reviewed and considered the information contained in the Final Infill EIR prior to approving the Project. The City further certifies that the Final Infill EIR reflects its independent judgment and analysis.

#### **V. APPROVAL OF MITIGATION MEASURES AND MMRP**

The City Council hereby adopts the feasible and potentially feasible (but not infeasible) mitigation measures set forth for the Project in the Final Infill EIR and the MMRP attached hereto as **Exhibit A** and incorporated herein by this reference.

#### **VI. RECORD OF PROCEEDINGS AND CUSTODIAN OF RECORD**

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, and all other public notices issued by the City in conjunction with the Project;

- (b) Draft Infill EIR released for public review in February 2017, associated appendices to the Draft Infill EIR, and technical materials cited in the document;
- (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, appendices to the document, and technical materials cited in the document, as well as all comments and staff responses entered into the record orally or in writing between February 28, 2017 and April 13, 2017;
- (f) The Mitigation Monitoring and Reporting Program for the Project;
- (g) All non-draft or non-confidential 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 **Date**;
- (i) Any minutes 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 El Camino Real/Downtown Specific Plan;
  - (iii) The Menlo Park Zoning Ordinance and other applicable ordinances;
  - (iv) Environmental documents related to the above documents;
  - (v) Information regarding the City's fiscal status; and
  - (vi) 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.

## **VII. FINDINGS**

These findings are the City's findings ("Findings") pursuant to CEQA (Pub. Resources Code, §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) relating to the Project. The Findings provide the written analysis and conclusions of the City Council regarding the Project's environmental impacts, mitigation measures and alternatives that, in the City Council's view, justify approval of the Project. The Findings are based upon substantial evidence in the record. All feasible and potentially feasible (but not infeasible) mitigation measures listed below are included in the Mitigation Monitoring and Reporting Program ("MMRP") adopted by the City Council.

The feasible and potentially feasible (but not infeasible) 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 portion of this Resolution fails to cross-reference or incorporate by reference any other section 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.

## **VIII. FINDINGS AND RECOMMENDATIONS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS**

The following findings regarding mitigation and significant and unavoidable impacts are limited to those impacts evaluated in the Infill EIR. The City Council hereby incorporates by reference the findings and statement of overriding considerations required by Sections 15091, 15092, 15093, and 15097 of the State EIR Guidelines and Sections 21081, 21081.5, and 21081.6 of CEQA prepared for the El Camino Real/Downtown Specific Plan, as set forth in detail by the City Council on June 5, 2012. Mitigation measures from the Specific Plan EIR, as contained in the Mitigation Monitoring and Reporting Plan

adopted for the Specific Plan, that are required to be implemented as part of the Project, have been incorporated into the MMRP adopted for the Project.

Based upon the EIR and the entire record, the City Council hereby makes the findings below.

## **A. TRANSPORTATION, CIRCULATION AND PARKING**

**Impact TRA-1:** Impacts on Intersections under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project would result in increased peak-hour delays at eight intersections.

**Mitigation Measure TRA-1.1:** Implement Intersection Improvements to address Near-Term 2021 Plus Project Effects. Operations at several intersections could be improved by modifying the intersection geometry to provide additional capacity.

### a. Middlefield Road/Marsh Road (#1)

Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second westbound left-turn lane and corresponding southbound receiving lane. The Project is required to contribute a fair share financial contribution of 3.2 percent of the cost of the improvement toward the improvements, which funds would be available to the Town of Atherton for a 5-year period. However, this mitigation measure may require the acquisition of additional rights-of-way.

***Finding:*** The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

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

Acceptable operations could be achieved at Middlefield Road/Glenwood Avenue-Linden Avenue with signalization at the intersection. The Project is required to contribute a fair share financial contribution of 3.2 percent of the cost of the improvement toward the improvements, which funds would be available to the Town of Atherton for a 5-year period. However, this mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and to 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.

***Finding:*** The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

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

Acceptable operations could be achieved at Middlefield Road/Willow Road by widening the southbound Middlefield Road approach to add an exclusive through lane and re-striping the existing shared through/left-turn lane to a left-turn-only lane. This mitigation measure is consistent with the improvement measure noted in the City's transportation impact fees (TIF) program.

This measure would potentially affect 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. Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional right-of-way may still be required.

**Finding:** The enhancements to bicycle and pedestrian infrastructure may require acquisition of additional right-of-way that may not be feasible; therefore, the impact would be significant and unavoidable.

## d. El Camino Real/College Avenue (#19)

Acceptable operations could be achieved at the intersection of El Camino Real/College Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the near-term scenarios, the number of vehicles from College Avenue to El Camino Real analyzed is no more than 40 vehicles in any peak hour, resulting in at most 5.5 seconds of delay.

**Finding:** A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable. Furthermore, the improvements to this intersection are within the jurisdiction and responsibility of Caltrans, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

## e. El Camino Real/Partridge Avenue (#20)

Acceptable operations could be achieved at the intersection of El Camino Real/Partridge Avenue with signalization of the intersection. Installation of a traffic

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signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. From Partridge Avenue to El Camino Real, the right-turn volumes from Partridge Avenue under the near-term scenarios are about 50 vehicles in any peak hour, resulting in at most 3.2 seconds of delay.

**Finding:** A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable. Furthermore, the improvements to this intersection are within the jurisdiction and responsibility of Caltrans, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

f. El Camino Real/Harvard Avenue (#22)

Acceptable operations could be achieved at the intersection of El Camino Real/Harvard Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the near-term scenarios, the number of vehicles from Harvard Avenue to El Camino Real analyzed is at most about 70 vehicles during any peak hour, resulting in at most 3.9 seconds of delay.

**Finding:** A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable. Furthermore, the improvements to this intersection are within the jurisdiction and responsibility of Caltrans, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

g. El Camino Real/Creek Drive (#23)

Acceptable operations could be achieved at the intersection of El Camino Real/Creek Drive with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the near-term scenarios, the number of vehicles from Harvard Avenue to El Camino Real analyzed is at most 21 vehicles during any peak hour, resulting in at most 1.9 seconds of delay.

**Finding:** A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore, the impact would be significant and unavoidable. Furthermore, the improvements



to this intersection are within the jurisdiction and responsibility of Caltrans, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

h. University Avenue/Middle Avenue (#31)

Acceptable operation could be achieved by modifying the intersection geometry to provide additional capacity by reconfiguring the southbound and eastbound approaches to have a left-turn lane and a shared through/right-turn lane. However, this measure would have secondary effects on the efforts to add bicycle lanes on University Avenue and Middle Avenue.

**Finding:** The mitigation is infeasible and contrary to City policy. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Middle Avenue; therefore, this impact remains significant and unavoidable.

**Mitigation Measure TRA-1.2:** A partial mitigation measure to reduce the impacts of the Project at several intersections under the Near-Term 2021 Plus Project conditions would be to implement a TDM program as required by Specific Plan Mitigation Measure TR-2. The proposed TDM program could reduce peak-hour and daily trip generation.

**Finding:** The TDM program could reduce the number of vehicular trips by three to 15 percent and reduce the intersection impacts; however, the effectiveness of the TDM program cannot be reliably predicted. Furthermore, even at the maximum 15 percent reduction, the impact would remain significant and unavoidable.

**SUMMARY IMPACT TRA-1**

**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 2021 plus-Project conditions would result in increased peak-hour delays at eight intersections. Partial mitigation through TDM measures would reduce impacts.

**Remaining Impacts:** Intersection impacts would remain significant and unavoidable at several intersections because improvements are infeasible for specific reasons cited above or are within the responsibility and jurisdiction of another public agency.

**Impact TRA-2:** Impacts on Roadway Segments under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions would result in increased ADT volumes on area roadway segments.

With the addition of Project-generated traffic, the following roadway segments are expected to experience an unacceptable increase in traffic volumes:

3. Ravenswood Avenue between Laurel Street and Middlefield Road
5. Middle Avenue between University Drive and El Camino Real
8. Cambridge Avenue between University Drive and El Camino Real

Mitigation Measure TRA-2.1: Implement Roadway Segment Improvements to Address Near-Term 2021 Plus Project Effects.

a. Middle Avenue between University Drive and El Camino Real (#5)

A mitigation measure to reduce the impact on this roadway segment would be to, at a minimum, implement a Class III bicycle facility (a bicycle route) on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. Alternatively, in the Specific Plan, a Class II bicycle facility (bicycle lanes) were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor will work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.

***Finding:*** The identified improvements to bicycle routes on Middle Avenue could encourage bicycling and possibly reduce traffic volumes if drivers shift mode from personal vehicles to bicycles with the availability of additional bicycle routes. However, because the reduction cannot be quantified, and it is not anticipated that this would fully mitigate impacts on these segments by reducing trips to the extent that the impact would be less than significant, the impacts are considered significant and unavoidable.

b. 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.

***Finding:*** The TDM program could reduce the number of vehicular trips by three to 15 percent, but even at the maximum of 15 percent, although reduced, would still remain significant and unavoidable.

**SUMMARY IMPACT TRA-2**

***Effects of Mitigation:*** Changes or alternations have been incorporated into the project that lessen the significant environmental effects identified in the EIR,

although not to a level of less-than-significant. The proposed improvements to bicycle routes to be funded or installed by the Project Sponsor and the proposed TDM program would partially mitigate the impact on roadway segments. However, impacts to traffic volumes at roadway segments 3, 5, and 8 would remain significant and unavoidable because reductions in traffic due to improvements to bicycle routes cannot be quantified and because the reductions from the TDM program would not fully mitigate traffic volumes at roadway segments 3, 5, and 8.

*Remaining Impacts:* The Project-specific impacts to roadway segments 3, 5, and 8 would remain significant and unavoidable.

**Impact TRA-3:** Impacts on Routes of Regional Significance under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions would result in significant impacts on several Routes of Regional Significance.

Mitigation Measure TRA-3.1: Implement Routes of Regional Significance Improvements to Address Near-Term 2021 Plus Project Effects. The mitigation measures below were considered to reduce impacts on Regional Routes of Significance.

Routes of Regional Significance could be widened to add travel lanes in the following segments:

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

**Finding:** The improvements to Routes of Regional Significance are within the jurisdiction and responsibility of Caltrans, and their implementation cannot be guaranteed. 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 would remain significant and unavoidable.

Mitigation measures are identified to partially reduce impacts of the Project on Routes of Regional Significance under Near-Term 2021 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 three to 15 percent, but even at the maximum of 15 percent, there would be impacts on these segments, although reduced, would still remain significant. With a full 15 percent trip reduction, the TDM program would reduce the impact on eastbound Bayfront Expressway between Willow Road and University Avenue 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 three of the Routes of Regional Significance would remain significant and unavoidable.

### ***SUMMARY IMPACT TRA-3***

*Effects of Mitigation:* Partial mitigation measures are identified to reduce impacts of the Project on Routes of Regional Significance under near-term 2021 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 and because of right of way constraints. 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 three portions of Routes of Regional Significance would remain significant and unavoidable.

**Impact 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 12 intersections.

**Mitigation Measure TRA-4.1:** 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.

a. Middlefield Road/Marsh Road (#1)

Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second southbound and westbound left-turn lanes and corresponding receiving lanes. The Project is required to contribute a fair share financial contribution of 1.6 percent of the improvements' cost identified under the near-term scenario. In addition, the proportional share toward the additional southbound left-turn lane, which wasn't identified in the Specific Plan EIR mitigation measure, would be 1.1 percent under the cumulative scenario. The funds would be available to the Town of Atherton for a 5-year period.

***Finding:*** Acquisition of additional right-of-way would be required. The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

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

Acceptable operations could be achieved at Middlefield Road/Glenwood Avenue-Linden Avenue with signalization of the intersection. The Project is required to pay the Supplemental Transportation Impact Fee and to contribute a proportional share of 3.2 percent towards the improvements. The funds provided to the Supplemental Transportation Impact Fee would be available to the Town of Atherton for a 5-year period. However, this mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and to 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.

**Finding:** The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

c. Middlefield Road/Ravenswood Avenue (#5)

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 is specified in the City's transportation impact fees (TIF) program and the Project Sponsor would pay traffic impact fees per the TIF schedule.

Additionally, this measure has potential 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 proportional share of 11.1 percent toward enhancements to bicycle and pedestrian infrastructure noted above, which are not included in the City's TIF program.

**Finding:** The improvements to this intersection will require approval from the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

d. Middlefield Road/Willow Road (#7)

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Impacts would be partially mitigated 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.

The Project Sponsor would be responsible for implementation of the measure and paying traffic impact fees per the current TIF schedule.

This measure would potentially affect 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. Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional right-of-way may be required.

**Finding:** The enhancements to bicycle and pedestrian infrastructure may require acquisition of additional right-of-way that may not be feasible; therefore, the impact would be significant and unavoidable.

e. El Camino Real/Ravenswood Avenue-Menlo Avenue (#15)

Impacts would be partially mitigated 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, and
- Re-striping the existing southbound El Camino Real right-turn lane to become a through/right-turn lane.

The Project Sponsor should pay traffic impact fees per the current TIF schedule.

**Finding:** This measure would have 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 installing warning signs and markings to comply with the CA-MUTCD. 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.

f. El Camino Real/Live Oak Avenue (#16)

Acceptable operations could be achieved at the intersection of El Camino Real/Live Oak Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from Live Oak Avenue to El Camino Real analyzed is no more than 90 vehicles during any peak hour, resulting in at most 5.5 seconds of delay.

**Finding:** A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

g. El Camino Real/Middle Avenue (#18)

Acceptable operations could be achieved at El Camino Real/Middle Avenue with the following improvements:

- Widening the northbound El Camino Real approach to provide an additional left-turn lane.
- Providing an exclusive southbound right-turn lane.

The Project Sponsor should pay traffic impact fees per the current TIF schedule.

**Finding:** This measure would have 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. In addition, this intersection would connect to a future grade separated crossing of the Caltrain tracks along the Project site's eastern boundary. The Project should include enhancements to the bicycle and pedestrian infrastructure at this intersection. The enhancements may include modifications to signal timing and phasing, bicycle boxes, and other markings that comply with the CA-MUTCD. Furthermore, the length available in the existing median is limited by a corresponding northbound left-turn lane into the Safeway Shopping Center parking lot. The Project would be required to evaluate whether adjustments can be made to the Safeway Shopping Center northbound left-turn lane to provide more storage for the southbound left-turn lane.

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/Middle Avenue; therefore, the impact would be significant and unavoidable.

h. El Camino Real/College Avenue (#19)

Acceptable operations could be achieved at the intersection of El Camino Real/College Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from College Avenue to El Camino Real analyzed is no more than 50 vehicles during any peak hour, resulting in at most 9.2 seconds of delay.

**Finding:** A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

i. El Camino Real/Partridge Avenue (#20)

Acceptable operations could be achieved at the intersection of El Camino Real/Partridge Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic



signals. Under the cumulative scenarios, the number of vehicles from Partridge Avenue to El Camino Real analyzed is no more than 53 vehicles during any peak hour, resulting in at most 5.4 seconds of delay.

**Finding:** A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

j. El Camino Real/Harvard Avenue (#22)

Acceptable operations could be achieved at the intersection of El Camino Real/Harvard Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from Harvard Avenue to El Camino Real analyzed is at most 72 trips, resulting in at most 8.2 seconds of increased delay.

**Finding:** A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. 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/Creek Drive (#23)

Acceptable operations could be achieved at the intersection of El Camino Real/Creek Drive with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from Creek Drive to El Camino Real analyzed is at most 23 vehicles, resulting in at most 2.9 seconds of increased delay.

**Finding:** A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

l. University Avenue/Middle Avenue (#31)

Acceptable operation could be achieved by modifying the intersection geometry to provide additional capacity by reconfiguring the southbound and eastbound approaches to have a left-turn lane and a shared through/right-turn lane.

**Finding:** This measure would have secondary effects on the efforts to add bicycle lanes on University Avenue and Middle Avenue. Namely provide a connected bicycle network from the neighborhood communities west of El Camino Real to the Caltrain station through the planned grade separated crossing at Middle Avenue and El Camino Real intersection. Therefore, this mitigation would be contrary to City policy. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Middle Avenue. Therefore, the impact would be significant and unavoidable.

Mitigation Measure TRA-4.2: Implement Transportation Demand Management Program to Partially Reduce Cumulative 2040 Plus Project Effects. The proposed TDM program could reduce peak-hour and daily trip generation.

**Finding:** Although the TDM program could reduce the number of vehicular trips by three to 15 percent and reduce the intersection impacts, the effectiveness of the TDM program cannot be reliably predicted. Furthermore, the maximum 15 percent would not be enough to reduce impacts to a less-than-significant level. Therefore, the impacts would remain significant and unavoidable to intersections 1, 3, 5, 7, 15, 16, 18, 19, 20, 22, 23, and 31 in the cumulative 2040 Plus Project conditions.

#### **SUMMARY IMPACT TRA-4**

*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 cumulative 2040 Plus Project conditions would result in increased peak-hour delays at 12 intersections. Intersection impacts 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. 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. Partial mitigation measures (TRA-4.2) would reduce impacts, but full mitigation is either infeasible (eight intersections) or only potentially feasible (four intersections).

*Remaining Impacts:* The Project's contributions to significant cumulative impacts could remain significant and unavoidable at four intersections and would remain significant and unavoidable at eight intersections.

**Impact 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 on area roadway segments.

With the addition of Project-generated traffic, the following roadway segments would be expected to experience unacceptable increases in traffic volumes:

2. Middlefield Road between Ravenswood Avenue and Ringwood Avenue
3. Ravenswood Avenue between Laurel Street and Middlefield Road
5. Middle Avenue between University Drive and El Camino Real
8. Cambridge Avenue between University Drive and El Camino Real

Mitigation Measure TRA-5.1: Implement Roadway Segment Improvements to Address Cumulative 2040 plus-Project Effects.

a. Middle Avenue between University Drive and El Camino Real (#5)

A mitigation measure to reduce the impact on this roadway segment, at a minimum, would be to implement a Class III bicycle facility, bicycle route, on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. In the Specific Plan, Class II bicycle facility, bike lanes, were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor shall work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.

**Finding:** The identified bicycle route improvements on Middle Avenue could encourage bicycling and possibly reduce traffic volumes if drivers shift from personal vehicles to bicycles given the availability of additional bicycle routes. However, because the effectiveness of the TDM program cannot be reliably predicted, and it is not anticipated that this would fully mitigate impacts on these segments, the impacts are considered significant and unavoidable.

b. 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.

**Finding:** The TDM program could reduce the number of vehicular trips by three to 15 percent, but even at the maximum of 15 percent, although reduced, would still remain significant and unavoidable.

**SUMMARY IMPACT TRA-5**

*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. The proposed improvements to bicycle routes to be funded or installed by the Project Sponsor and the proposed TDM program would partially mitigate the impact on roadway segments. However, impacts to traffic volumes at roadway segments 2, 3, 5, and 8 would remain significant and unavoidable because reductions in traffic due to improvements to bicycle routes cannot be quantified and because the reductions from the TDM program would not fully mitigate traffic volumes at roadway segments 2, 3, 5, and 8.

*Remaining Impacts:* The cumulative impacts on the foregoing local roadway segments would remain significant and unavoidable.

**Impact TRA-6:** 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.

Mitigation Measure TRA-6.1: Implement Routes of Regional Significance Improvements to Address Cumulative 2040 Plus Project Effects. Routes of Regional Significance could be widened to add travel lanes at the following locations:

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

**Finding:** The improvements to Routes of Regional Significance are within the jurisdiction and responsibility of Caltrans, and their implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable. 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 would remain significant and unavoidable.

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 three to 15 percent, but even at the maximum of 15 percent, impacts on three of the four segments, although reduced, would still remain significant. With a full 15 percent trip reduction, the TDM program would reduce the impact on eastbound Bayfront Expressway between Willow Road and University Avenue 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 Routes of Regional Significance would remain significant and unavoidable.

### **SUMMARY IMPACT TRA-6**

*Effects of Mitigation:* Partial mitigation measures are identified to reduce impacts of the Project on Routes of Regional Significance under Cumulative 2040 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 cumulative impacts on the four Routes of Regional Significance would remain significant and unavoidable.

**Impact TRA-9:** Impacts on Ravenswood Avenue railroad crossings. The Project would result in added traffic to railroad crossings.

Mitigation Measure TRA-9.1: Contribute to design of the Ravenswood Avenue Grade Separation project to address Near-Term 2020 Plus Project and Cumulative 2040 Plus Project Effects,

Grade separation of the railroad tracks and Ravenswood Avenue would eliminate any queuing on the railroad tracks and the gate downtime, which affects traffic patterns and creates delays when trains are approaching or waiting in the station. The City is currently in the process of reviewing three design alternatives as part of the Ravenswood Avenue Railroad Crossing Study.

The Project Sponsor will be providing a financial contribution for the Middle Avenue grade separated crossing as part of a Development Agreement as described in TRA-4, which would provide an improved pedestrian and bicycle crossing and encourage alternative modes and potentially reduce vehicle demand at the Ravenswood Avenue railroad grade crossing. If any grade separation is a large-scale, long-term project. It is not expected that it would be funded by one development but a proportional contribution to the design phase would be warranted.

**Finding:** Since the timing and funding of the grade separation project is not certain, this impact would remain significant and unavoidable.

### **SUMMARY IMPACT TRA-9**

*Effects of Mitigation:* Mitigation, including grade separation at Ravenswood Avenue could be implemented to reduce impacts.

*Remaining Impacts:* The Existing Plus Project impacts to congestion at the railroad crossings would remain significant and unavoidable.

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

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-1a, AIR-1b, AIR-5, AIR-7, BIO-1a, BIO-1b, BIO-3a, BIO-3b, BIO-5a, BIO-5b, BIO-5c, CUL-1, CUL-2a, CUL-2b, CUL-3, CUL-4, GHG-1, HAZ-1, HAZ-3, NOI-1a, NOI-1b, NOI-1c, NOI-3, and NOI-4. These are included in the MMRP for the Project. Mitigation measures that would reduce impacts are limited to those identified in the Specific Plan EIR. Except as to Transportation/Traffic, the Infill EIR does not identify any new mitigation measures beyond those from the Specific Plan EIR.

## **X. MITIGATION OF POTENTIALLY SIGNIFICANT EFFECTS BY UNIFORMLY APPLICABLE DEVELOPMENT STANDARDS**

The Infill Environmental Checklist provides substantial evidence that UADPS 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 UADPS 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.

- **Biological Resources**

- Checklist Topic: Conflict with any local policies or ordinances protecting biological resources
- Applicable UADPS:
  - Specific Plan Design Guideline D.5.17
  - Menlo Park Municipal Code Chapter 13.24 Heritage Trees
  - City's Building Division "Tree Protection Specification" measures
- *Finding:* The policies and standards call for retention of trees, guidelines for landscaping, protection of heritage trees, and protect heritage trees from construction. Compliance with these policies and standards assures there will be less-than-significant impacts related to compliance with policies protecting biological resources.

- **Hydrology and Water Quality**

- Checklist Topic: Water quality standards
- Applicable UADPS:
  - Construction General Permit Order 2009-0009 DWQ (Construction General Permit or General Permit)
  - Stormwater Pollution Prevent Plan (SWPPP)
  - Waste Discharge Requirements/NPDES permit
  - City Engineering Division Grading and Drainage (G&D) Permit
  - Specific Plan Guidelines D.4.09, D.5.20, D.6.03, and D.6.04
- *Finding:* These policies and standards regulate construction-related stormwater discharges, regulate stormwater quality best management practices (BMPs) to prevent erosion and transport of polluted runoff and sediment during construction, keep sediment-laden water on site, completing grading activities during dry months, providing temporary sediment basins and traps, and/or utilizing temporary silt fences or straw rolls. Compliance with these policies and standards will ensure that impacts to water quality would be less than significant.
- Checklist Topic: Substantially alter existing drainage
- Applicable UADPS:
  - SWPPP
  - NPDES requirements
  - Specific Plan Guidelines D.4.09, D.5.20, D.6.03, D.6.04 and E.3.8.13
- *Finding:* Adherence to stormwater management requirements would ensure that construction and operation of the Project would not result in substantial erosion or siltation. The Project would not have a direct effect on the course of a stream or river as there are no streams or rivers present at the Project site. Compliance with these policies and standards ensures impacts to drainage would be less than significant.
- Checklist Topic: Create or contribute runoff that would exceed capacity of existing systems
- Applicable UADPS:
  - Specific Plan Guidelines D.4.09, D.5.20, D.6.03, D.6.04 and E.3.8.13
  - NPDES requirements
- *Finding:* The Project would increase onsite stormwater infiltration by providing biotreatment areas and implementing the Specific Plan guidelines, thereby reducing stormwater loads to the City's drainage system. As such, the Project would not exceed the capacity of the City's

stormwater system and would not contribute substantial new sources of polluted runoff, resulting in a less-than-significant impact.

- **Land Use and Planning**

- Checklist Topic: Physically divide an established community
- Applicable UADPS:
  - Specific Plan Guidelines: E.3.4.3.01 and E.3.4.2.02
- *Finding:* With these massing controls, the visual perception from the ground level would be reduced and façade heights would be similar to existing two- and three-story buildings in the vicinity of the Project site. Because the proposed building heights and massing controls would result in buildings relatively compatible with the surrounding existing buildings, the Project would not create physical or visual barriers, resulting in less-than-significant impacts.
- Checklist Topic: Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect
- Applicable UADPS:
  - Specific Plan 5 Guiding Principles (1) enhance public space; (2) generate vibrancy; (3) sustain Menlo Park’s village character; (4) enhance connectivity; and (5) promote healthy living and sustainability.
  - Specific Plan Guidelines (various)
  - Zoning
- *Finding:* The General Plan designates the Project site as “El Camino Real/Downtown Specific Plan,” which requires that the Project conform to the policies of the Specific Plan. The site’s zoning is also “El Camino Real/Downtown Specific Plan.” Through provision of public spaces; developing underutilized project site; height, massing, and appearance consistent with Specific Plan development standards; promotion of connectivity from the east of the Caltrain corridor to El Camino Real and downtown; extension of Garwood Way; and encouraging transit, the project is consistent with the guiding principles of the Specific Plan. As such, no conflicts with applicable land use plans or policies would result and impacts would be less than significant.

- **Utilities and Service Systems**

- Checklist Topic: Construction of new stormwater drainage facilities, the construction of which would cause significant environmental effects
- Applicable UADPS:
  - Specific Plan Guidelines D.4.09, D.5.20, D.6.03, D.6.04 and E.3.8.13



- *Finding:* Compliance with applicable stormwater management requirements and Specific Plan guidelines, and implementation of a landscaping plan designed to provide stormwater treatment areas, would ensure that the Project would not significantly increase stormwater drainage from the Project site. As such, the Project would not require the construction of new stormwater drainage facilities or the expansion of existing facilities, resulting in a less-than-significant impact.

## **XI. FINDINGS REGARDING ALTERNATIVES**

Because the Project is an infill project under Section 21094.5 of the CEQA Guidelines, the Infill EIR is not required to consider project alternatives that would change the location, densities, or building intensities of the Project. Because any alternative to the Project that could reduce its environmental impacts would change the Project location, densities, or building intensities, project alternatives are not analyzed in the Infill EIR.

## **XII. 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.

As stated above, the City Council further adopts and incorporates by reference the statement of Overriding Considerations for the El Camino Real/Downtown Specific Plan, which found that the benefits of Specific Plan implementation outweighed significant and unavoidable impacts to air quality, greenhouse gas emissions and traffic noise, as well as transportation impacts. The Project implements the Specific Plan and therefore contributes both to these significant unavoidable impacts and to the overriding benefits described in the Statement of Overriding Considerations for the Specific Plan.

### **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 VI 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 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 or mitigation measures. In particular:

- 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 feasible mitigation measures recommended in the Infill EIR have been incorporated into the Project and will be implemented through the MMRP.

## **B. Overriding Considerations**

The City 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 specifically adopts and makes this Statement of Overriding Considerations regarding the significant unavoidable impacts of the Project and the anticipated benefits of the Project.

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 is sufficient to justify approval 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:

### **(1) Economic Benefits**

- The Project would redevelop an underutilized site that currently contains vacant parcels with a sustainable, high-quality residential/office/retail/restaurant development.

**(2) 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.

**(3) Transportation and Infrastructure Benefits**

- The Project would complete the fourth leg of the signalized Middle Avenue intersection and upgrade the fourth leg of the signalized Cambridge Avenue intersection.
- The Project would add a southbound left-turn lane to the leg at the Middle Avenue intersection.
- The Project would make a financial contribution to the City of Menlo Park towards the design and construction of pedestrian/bicycle crossing improvements.

**(4) Housing Benefits**

- The Project would include the development of 215 dwelling units in an area that is rich in existing services and transportation options.
- The Project would add new below-market rate housing units to help meet the affordable housing needs identified in the City's Housing Element.

**(5) Local Community Benefits**

- The Project would include a publicly-accessible plaza at Middle Avenue as well as three small outdoor amenity areas along the El Camino Real frontage

**(6) Region-wide or Statewide Environmental Benefits**

- The Project would provide sustainable buildings constructed to meet LEED® Silver design standards.
- The Project would offer both residential and job opportunities in proximity to major transit stops.

**XIII. MODIFICATIONS TO PROJECT**

Subsequent to preparation of the Draft Infill EIR and prior to certification of the Final Infill EIR, the Project Sponsor updated a number of technical reports and provided a number of new technical reports. Provided below is a list of the updated and new technical reports:

- Hydrology Report and Calculations for 500 El Camino Real, Menlo Park, California, July 2017;
- Storm Water Management Plan for 500 El Camino Real, Menlo Park, California, July 2017;
- 500 El Camino Real Redevelopment Draft Transportation Demand Management Plan, July 14, 2017;
- 500 El Camino Real – Updated Shared Parking Analysis, July 14, 2017;
- Cultural Resources Assessment Report, Stanford Middle Plaza at 500 El Camino Real, Menlo Park, California, May 2017;
- Historic Resource Evaluation, 300, 350, 444, and 550 El Camino Real, Menlo Park, California, August 7, 2017;
- Revised Site Management Plan, Stanford Redevelopment Project, 300-550 El Camino Real, Menlo Park, California, May 25, 2017; and
- Arborist Report, 300-550 El Camino Real, Menlo Park, CA, May 19, 2017.

The updates make at most minor modifications to facts described in the Infill Environmental Checklist and the Draft Infill EIR; thus, recirculation of the Draft Infill EIR is not required. There are no changes in the Project or the circumstances under which the Project is being undertaken that necessitate revisions to the Final Infill EIR, nor has significant new information become available.

**XIV. 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, Clay Curtin, Interim 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 [xx] day of [Month], [Year], 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.

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Clay Curtin  
Interim City Clerk

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<b>AIR QUALITY</b>				
<b><i>Mitigation Measures from the Specific Plan Applicable to the Project</i></b>				
<b><i>IMPACT BEING ADDRESSED: Impact AIR-1: Implementation of the Project would result in increased long-term emissions of criteria pollutants associated with construction activities that could contribute substantially to an air quality violation.</i></b>				
<p><i>Mitigation Measure AIR-1a:</i> During construction of individual projects under the Specific Plan, project applicants shall require the construction contractor(s) to implement the following 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 emissions exceed one or more of the applicable BAAQMD thresholds, additional measures shall be required as indicated in the list following the Basic Controls.</p> <p><u><i>Basic Controls that Apply to All Construction Sites</i></u></p> <ol style="list-style-type: none"> <li>All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.</li> <li>All haul trucks transporting soil, sand, or other loose material off-site shall be covered.</li> <li>All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.</li> <li>All vehicle speeds on unpaved roads shall be limited to 15 mph.</li> <li>All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.</li> <li>Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.</li> <li>All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.</li> <li>Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.</li> </ol> <p><u><i>Additional Measures for Development Projects that Exceed Significance Criteria</i></u></p> <ol style="list-style-type: none"> <li>All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.</li> <li>All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.</li> <li>Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.</li> <li>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.</li> <li>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.</li> <li>All trucks and equipment, including their tires, shall be washed off prior to leaving the site.</li> <li>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.</li> <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> <li>Minimizing the idling time of diesel powered construction equipment to two minutes.</li> </ol>	<p>Exposed surfaces shall be watered twice daily.</p> <p>Trucks carrying demolition debris shall be covered.</p> <p>Dirt carried from construction areas shall be cleaned daily.</p> <p>Speed limit on unpaved roads shall be 15 mph.</p> <p>Roadways, driveways, sidewalks and building pads shall be laid as soon as possible after grading.</p> <p>Idling times shall be minimized to 5 minutes or less; Signage posted at all access points.</p> <p>Construction equipment shall be properly tuned and maintained.</p> <p>Signage will be posted with the appropriate contact information regarding dust complaints.</p> <p>Water exposed surfaces to maintain minimum soil moisture of 12 percent.</p> <p>Halt excavation, grading and demolition when wind is over 20 mph.</p> <p>Install wind breaks on the windward side(s) of disturbed construction areas.</p> <p>Vegetative ground cover shall be planted in disturbed areas as soon as possible.</p> <p>Ground-disturbing construction activities shall not occur simultaneously.</p> <p>Trucks and equipment shall be washed before exiting the site.</p> <p>Cover site access roads.</p> <p>Erosion control measures shall be used.</p> <p>Idling time of diesel powered equipment will not exceed two minutes.</p>	<p>Measures shown on construction documents and ongoing during demolition, excavation and construction.</p>	<p>Project Sponsor and contractor(s)</p>	<p>PW/CDD</p>

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<p>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 available.</p> <p>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).</p> <p>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.</p> <p>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.</p>	<p>Plan developed that demonstrates emissions from use of off-road equipment during construction will be reduced as specified.</p> <p>Low VOC coatings shall be used.</p> <p>Require Best Available Control Technology for all construction equipment, diesel trucks, and generators.</p> <p>Equipment shall meet standards for off-road heavy duty diesel engines.</p>			
<p><i>Mitigation Measure AIR-1b:</i> 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.</p>	<p>Require an Exhaust Emissions Control Plan of each applicant with projects that exceed BAAQMD screening criteria.</p>	<p>Plan approved by City prior to building permit issuance; Measures shown on plans, construction documents and specification and ongoing during construction.</p>	<p>Project Sponsor and contractor(s)</p>	<p>CDD</p>
<p><b>IMPACT BEING ADDRESSED: Impact AIR-2: Implementation of the Specific Plan would result in increased long-term emissions of criteria pollutants from increased vehicle traffic and on-site area sources that would contribute substantially to an air quality violation.</b></p>				
<p><i>Mitigation Measure TR-2:</i> see below.</p>	<p>Update the submitted Transportation Demand Management program.</p>	<p>Submit draft TDM program consistent with Infill EIR with First Structure Above Podium (FSAP) building permit. City approval required before occupancy of the first building. Implementation throughout project occupancy.</p>	<p>Project Sponsor</p>	<p>PW/CDD</p>
<p><b>IMPACT BEING ADDRESSED: Impact AIR-5: Implementation of the Project would locate sensitive receptors in an area of elevated concentrations of toxic air contaminants associated with roadway traffic which may lead to considerable adverse health effects.</b></p>				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<p><i>Mitigation Measure AIR-5:</i> The Mitigation Monitoring and Reporting Program shall require that all developments that include sensitive receptors such as residential units that would be located within 200 feet of the edge of El Camino Real or within 100 feet of the edge of Ravenswood Avenue, Oak Grove Avenue east of El Camino Real, or Santa Cruz Avenue west of University Avenue shall undergo, prior to project approval, a screening-level health risk analysis to determine if cancer risk, hazard index, and/or PM2.5 concentration would 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 case of a mixed-use project) shall be equipped with filtration systems with a Minimum Efficiency Reporting Value (MERV) rating of 14 or higher. The ventilation system shall be designed by an engineer certified by the 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.</p>	<p>A screening-level health risk analysis shall be prepared.</p> <p>If one or more thresholds are exceeded, a filtration system shall be installed; Certified engineer to provide report documenting that system reduces health risks</p> <p>Plan developed for ongoing maintenance and disclosure to buyers and/renters.</p>	<p>Simultaneous with a building permit submittal for residential building.</p>	<p>Project Sponsor</p>	<p>CDD</p>
<p><b>IMPACT BEING ADDRESSED: Impact AIR-7: Implementation of the Project would expose sensitive receptors to elevated concentrations of Toxic Air Contaminants (TACs) associated with Caltrain operations which may lead to considerable adverse health effects.</b></p>				
<p>Mitigation Measure AIR-7: The Mitigation Monitoring and Reporting Program shall require that all developments that include sensitive receptors such as residential units that would be located within approximately 1,095 feet of the edge of the Caltrain right-of-way shall undergo, prior to project approval, a screening-level health risk analysis to determine if cancer risk, hazard index, and/or PM2.5 concentration would 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 case of a mixed-use project) shall be equipped with filtration systems with a Minimum Efficiency Reporting Value (MERV) rating of 14 or higher. The ventilation system shall be designed by an engineer certified by the 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.</p>	<p>A health risk analysis shall be prepared.</p> <p>If one or more thresholds are exceeded, a filtration system shall be installed; Certified engineer to provide report documenting that system reduces health risks</p> <p>Plan developed for ongoing maintenance and disclosure to buyers and/renters.</p>	<p>Simultaneous with a building permit submittal for residential building.</p>	<p>Project Sponsor</p>	<p>CDD</p>



Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<b>BIOLOGICAL RESOURCES</b>				
<b>Mitigation Measures from the Specific Plan Applicable to the Project</b>				
<b>IMPACT BEING ADDRESSED: Impact BIO-1: The Project could result in the take of special-status birds or their nests</b>				
<p><i>Mitigation Measure BIO-1a:</i> 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.</p> <p><b>If pre-construction surveys indicate that no nests of special-status birds are present or that nests are inactive or potential habitat is unoccupied:</b> no further mitigation is required.</p> <p><b>If active nests of special-status birds are found during the surveys:</b> implement Mitigation Measure BIO-1b.</p>	<p>A nesting bird survey shall be prepared if tree or shrub pruning, removal or ground-disturbing activity will commence between February 1 through August 31.</p>	<p>Prior to tree or shrub pruning or removal, any ground disturbing activity and/or issuance of demolition, grading or building permits.</p>	<p>Qualified wildlife biologist retained by Project Sponsor</p>	<p>CDD</p>
<p><i>Mitigation Measure BIO-1b:</i> 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 Wildlife 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:</p> <ol style="list-style-type: none"> <li>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;</li> <li>Distance and amount of vegetation or other screening between the Plan area and the nest; and</li> <li>Sensitivity of individual nesting species and behaviors of the nesting birds.</li> </ol>	<p>If active nests are found during survey, the results will be discussed with the California Department of Fish and Wildlife and avoidance procedures adopted.</p> <p>Halt construction if a special-status bird or protected nest is found until the bird leaves the area or avoidance measures are adopted.</p>	<p>Prior to tree or shrub pruning or removal, any ground-disturbing activities and/or issuance of demolition, grading or building permits.</p>	<p>Project Sponsor and contractor(s)</p>	<p>CDD</p>
<b>IMPACT BEING ADDRESSED: Impact BIO-3: Impacts to migratory or breeding special-status birds another special-status species due to lighting conditions.</b>				
<p><i>Mitigation Measure BIO-3a:</i> Reduce building lighting from exterior sources.</p> <ol style="list-style-type: none"> <li>Minimize amount and visual impact of perimeter lighting and façade up-lighting and avoid up-lighting of rooftop antennae and other tall equipment, as well as of any decorative features;</li> <li>Installing motion-sensor lighting;</li> <li>Utilize minimum wattage fixtures to achieve required lighting levels;</li> <li>Comply with federal aviation safety regulations for large buildings by installing minimum intensity white strobe lighting with a three-second flash interval instead of continuous flood lighting, rotating lights, or red lighting;</li> <li>Use cutoff shields on streetlight and external lights to prevent upwards lighting.</li> </ol>	<p>Reduce building lighting from exterior sources.</p>	<p>Prior to building permit issuance and ongoing.</p>	<p>Project sponsor(s) and contractor(s)</p>	<p>CDD</p>
<p><i>Mitigation Measure BIO-3b:</i> Reduce building lighting from interior sources.</p> <ol style="list-style-type: none"> <li>Dim lights in lobbies, perimeter circulation areas, and atria;</li> <li>Turn off all unnecessary lighting by 11pm through sunrise, especially during peak migration periods (mid-March to early June and late August through late October);</li> <li>Use gradual or staggered switching to progressively turn on building lights at sunrise.</li> <li>Utilize automatic controls (motion sensors, photo-sensors, etc.) to shut off lights in the evening when no one is present;</li> <li>Encourage the use of localized task lighting to reduce the need for more extensive overhead lighting;</li> <li>Schedule nightly maintenance to conclude by 11 p.m.;</li> <li>Educate building users about the dangers of night lighting to birds.</li> </ol>	<p>Reduce building lighting from interior sources.</p>	<p>Prior to building permit issuance and ongoing.</p>	<p>Project sponsor(s) and contractor(s)</p>	<p>CDD</p>

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<b>IMPACT BEING ADDRESSED: Impact BIO-5: The Project could result in the take of special-status bat species.</b>				
<p><i>Mitigation Measure BIO-5a:</i> 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.</p> <p><b>If no active roosts present:</b> no further action is warranted.</p> <p><b>If roosts or hibernacula are present:</b> implement Mitigation Measures BIO-5b and 5c.</p>	<p>Retain a qualified bat biologist to conduct pre-construction survey for bats and potential roosting sites in vicinity of planned activity.</p> <p>Halt construction if bats are discovered during construction until surveys can be completed and proper mitigation measures implemented.</p>	<p>Prior to tree pruning or removal or issuance of demolition, grading or building permits.</p>	<p>Qualified bat biologist retained by project sponsor(s)</p>	<p>CDD</p>
<p><i>Mitigation Measure BIO-5b:</i> 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. No-disturbance 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.</p>	<p>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.</p>	<p>Prior to tree removal or pruning or issuance of demolition, grading or building permits</p>	<p>Qualified bat biologist retained by project sponsor(s)</p>	<p>CDD</p>
<p><i>Mitigation Measure BIO-5c:</i> 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.</p>	<p>A qualified bat biologist shall direct the eviction of non-breeding roosts.</p>	<p>Prior to tree removal or pruning or issuance of demolition, grading or building permits.</p>	<p>Qualified bat biologist retained by Project Sponsor</p>	<p>CDD</p>
<b>CULTURAL RESOURCES</b>				
<b>Mitigation Measures from the Specific Plan Applicable to the Project</b>				
<b>IMPACT BEING ADDRESSED: Impact CUL-1: The Project could have a significant impact on historic architectural resources.</b>				
<p><i>Mitigation Measure CUL-1: Site Specific Evaluations and Treatment in Accordance with the Secretary of the Interior's Standards:</i></p> <p>Site-Specific Evaluations: In order to adequately address the level of potential impacts for an individual project and thereby design appropriate mitigation measures, the City shall require project sponsors to complete site-specific evaluations at the time that individual projects are proposed at or adjacent to buildings that are at least 50 years old.</p>	<p>This mitigation measure was completed by the project sponsor. The evaluation determined that none of the buildings at the project site would qualify as a historic resource.</p>	<p>Completed</p>	<p>Completed</p>	<p>Completed</p>

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<p>The project sponsor shall be required to complete a site-specific historic resources study performed by a qualified architectural historian meeting the Secretary of the Interior's Standards for Architecture or Architectural History. At a minimum, the evaluation shall consist of a records search, an intensive-level pedestrian field survey, an evaluation of significance using standard National Register Historic Preservation and California Register Historic Preservation evaluation criteria, and recordation of all identified historic buildings and structures on California Department of Parks and Recreation 523 Site Record forms. The evaluation shall describe the historic context and setting, methods used in the investigation, results of the evaluation, and recommendations for management of identified resources. If federal or state funds are involved, certain agencies, such as the Federal Highway Administration and California Department of Transportation (Caltrans), have specific requirements for inventory areas and documentation format.</p> <p>Treatment in Accordance with the Secretary of the Interior's Standards. Any future proposed project in the Plan Area that would affect previously recorded historic resources, or those identified as a result of site-specific surveys and evaluations, shall conform to the <i>Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings</i> (1995). The Standards require the preservation of character defining features which convey a building's historical significance, and offers guidance about appropriate and compatible alterations to such structures.</p>				
<b>IMPACT BEING ADDRESSED: Impact CUL-2: The Project could impact currently unknown archaeological resources.</b>				
<p><i>Mitigation Measure CUL-2a:</i> 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).</p>	<p>A site-specific cultural resources study was performed by a qualified archaeologist. It was determined that an archaeological monitor be present during ground disturbance within 500 feet of the creek. If a unique resource is identified by the monitor, the project sponsor will develop a treatment plan in accordance with the mitigation measure.</p>	Ongoing during construction.	Qualified archaeologist retained by the Project Sponsor.	CDD
<p><i>Mitigation Measure CUL-2b:</i> 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.</p>	<p>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.</p> <p>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).</p>	Ongoing during construction.	Qualified archaeologist retained by the Project Sponsor.	CDD
<b>IMPACT BEING ADDRESSED: Impact CUL-3: The Project may adversely affect unidentifiable paleontological resources.</b>				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<p><b>Mitigation Measure CUL-3:</b> 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)</p>	<p>A qualified paleontologist shall conduct training for all construction personnel and field supervisors.</p> <p>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.</p>	<p>Prior to issuance of grading or building permits that include subsurface excavations and ongoing through subsurface excavation.</p>	<p>Qualified archaeologist retained by the Project Sponsor.</p>	<p>CDD</p>
<p><b>IMPACT BEING ADDRESSED: Impact CUL-4: Implementation Project may cause disturbance of human remains including those interred outside of formal cemeteries.</b></p>				
<p><i>Mitigation Measure CUL-4:</i> If human remains are discovered during construction, CEQA Guidelines 15064.5(e)(1) shall be followed, which is as follows:</p> <p>* 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:</p> <p>1) There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:</p> <p>a) The San Mateo County coroner must be contacted to determine that no investigation of the cause of death is required; and</p> <p>b) If the coroner determines the remains to be Native American:</p> <p>1. The coroner shall contact the Native American Heritage Commission within 24 hours;</p> <p>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;</p> <p>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</p> <p>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.</p> <p>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.</p> <p>b) The descendant identified fails to make a recommendation; or</p> <p>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.</p>	<p>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.</p>	<p>On-going during construction</p>	<p>Qualified archeologist retained by the Project Sponsor.</p>	<p>CDD</p>

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<b>GREENHOUSE GASES AND CLIMATE CHANGE</b>				
<i>Mitigation Measures from the Specific Plan Applicable to the Project</i>				
<b>IMPACT BEING ADDRESSED: Impact GHG-1: The Project would generate GHG emissions, both directly and indirectly, that would have a significant impact on the environment.</b>				
<p><i>Mitigation Measure GHG-1:</i> 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 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:</p> <ol style="list-style-type: none"> <li>1. 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.</li> <li>2. 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.</li> <li>3. 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.</li> <li>4. 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.</li> <li>5. 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.</li> <li>6. 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.</li> <li>7. 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).</li> <li>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).</li> </ol>	<p>For project-specific actions: Implement feasible BAAQMD-identified GHG Mitigation Measures.</p> <p>Measures relating to City policies have been incorporated into Specific Plan or otherwise adopted by City. Measures applicable and incorporated into the Project are: 1, 2, 3, 5, 7, 8, 9 and 11.</p>	<p>Simultaneous with project application submittal and/or on-going during construction</p>	<p>Project Sponsor</p>	<p>PW/CDD</p>

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<p>9. 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.</p> <p>10. 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 devices.</p> <p>11. 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 for a single family residence and this measure would reduce electrical-related GHG emissions by approximately 100 metric tons/year of CO<sub>2</sub>e. The City currently requires testing of heating and cooling ducts for all newly constructed buildings.</p>				
<p><i>Mitigation Measure GHG-2a:</i> All residential and/or mixed use developments of sufficient size to require LEED certification under the Specific Plan shall install one dedicated electric vehicle/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.</p>	<p>Install one dedicated electric vehicle/plug-in hybrid electric vehicle recharging station for every 20 residential parking spaces</p>	<p>To be shown on building permit application for underground garage.</p>	<p>Project Sponsor</p>	<p>CDD</p>
<b>HAZARDOUS MATERIALS</b>				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<b>Mitigation Measures from the Specific Plan Applicable to the Project</b>				
<b>IMPACT BEING ADDRESSED: Impact HAZ-1: : Disturbance and release of contaminated soil during demolition and construction phases of the project, or transportation of excavated material, or contaminated groundwater could expose construction workers, the public, or the environment to adverse conditions related to hazardous materials handling.</b>				
<i>Mitigation Measure HAZ-1:</i> Prior to issuance of any building permit for sites where ground breaking activities would occur, all proposed development sites shall have a Phase I site assessment performed by a qualified environmental consulting firm in accordance with the industry required standard known as ASTM E 1527-05. The City may waive the requirement for a Phase I site assessment for sites under current and recent regulatory oversight with respect to hazardous materials contamination. If the Phase I assessment shows the potential for hazardous releases, then Phase II site assessments or other appropriate analyses shall be conducted to determine the extent of the contamination and the process for remediation. All proposed development in the Plan area where previous hazardous materials releases have occurred shall require remediation and cleanup to levels established by the overseeing regulatory agency (San Mateo County Environmental Health (SMCEH), Regional Water Quality Control Board (RWQCB) or Department of Toxic Substances Control (DTSC) appropriate for the proposed new use of the site. All proposed groundbreaking activities within areas of identified or suspected contamination shall be conducted according to a site specific health and safety plan, prepared by a licensed professional in accordance with Cal/OHSA regulations (contained in Title 8 of the California Code of Regulations) and approved by SMCEH prior to the commencement of groundbreaking.	The project sponsor has prepared a site management plan to direct the proper handling of potentially contaminated soil during construction activities. Follow the recommendations in the site management plan.	Completed  On-going during construction	Completed  Project Sponsor and contractor(s)	Completed  CDD
<b>IMPACT BEING ADDRESSED: Impact HAZ-3: Hazardous materials used on any individual site during construction activities (i.e., fuels, lubricants, solvents) could be released to the environment through improper handling or storage.</b>				
<i>Mitigation Measure HAZ-3:</i> 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.	Implement best management practices to reduce the release of hazardous materials during construction.	On-going during construction	Project Sponsor and contractor(s)	CDD
<b>NOISE</b>				
<b>Mitigation Measures from the Specific Plan Applicable to the Project</b>				
<b>IMPACT BEING ADDRESSED: Impact NOI-1: Construction activities associated with implementation of the Project would result in substantial temporary or periodic increases in ambient noise levels in the Specific Plan area above levels existing without the Project and in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.</b>				
<i>Mitigation Measure NOI-1a:</i> Construction contractors for subsequent development projects within the Specific Plan area shall utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, etc.) when within 400 feet of sensitive receptor locations. Prior to demolition, grading or building permit issuance, a construction noise control plan that identifies the best available noise control techniques to be implemented, shall be prepared by the construction contractor and submitted to the City for review and approval. The plan shall include, but not be limited to, the following noise control elements:  * 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	A construction noise control plan shall be prepared and submitted to the City for review. Implement noise control techniques to reduce ambient noise levels.	Prior to demolition, grading or building permit issuance Measures shown on plans, construction documents and ongoing through construction	Project Sponsor and contractor(s)	CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
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.				
<i>Mitigation Measure NOI-1b:</i> 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
<i>Mitigation Measure NOI-1c:</i> 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
<b>IMPACT BEING ADDRESSED: Impact NOI-3: The Project would introduce sensitive receptors to a noise environment with noise levels in excess of standards considered acceptable under the City of Menlo Park Municipal Code.</b>				
<i>Mitigation Measure NOI-3:</i> 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 for any residence.	Project Sponsor and contractor(s)	CDD
<b>IMPACT BEING ADDRESSED: Impact NOI-4: The Project would expose sensitive receptors to substantial levels of groundborne vibration.</b>				
<i>Mitigation Measure NOI-4:</i> Prior to project approval for development within 200 feet of the mainline track, a detailed vibration design study shall be completed by a qualified acoustical engineer to confirm the ground vibration levels and frequency content along the Caltrain tracks and to determine appropriate design to limit interior vibration levels to 75 VdB for residences and 78 VdB for other uses. If required, vibration isolation techniques could include supporting the new building foundations on elastomer pads similar to bridge bearing pads.	A qualified acoustical engineer to complete a vibration design study.	Simultaneous with submittal for a building permit for all structures except the underground parking garage.	Qualified acoustical engineer retained by the Project Sponsor	CDD
<b>TRANSPORTATION, CIRCULATION AND PARKING</b>				
<b>Mitigation Measures from the Specific Plan Applicable to the Project</b>				
<b>IMPACT BEING ADDRESSED: Impact TR-1: Traffic from the Project would adversely affect operation of area intersections.</b>				
<i>Mitigation Measures TR-1a through TR-1d:</i> (see El Camino Real/Downtown Specific Plan EIR for details)	Payment of TIF and Supplemental TIF.	Prior to building permit issuance.	Project Sponsor	PW/CDD
<b>IMPACT BEING ADDRESSED: Impact TR-2: Traffic from the Project would adversely affect operation of local roadway segments.</b>				
<i>Mitigation Measure TR-2:</i> 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:  * Commute alternative information; * Bicycle storage facilities; * Showers and changing rooms; * Pedestrian and bicycle subsidies;	Update the submitted Transportation Demand Management program.	Submit draft TDM program consistent with Infill EIR with First Structure Above Podium (FSAP) building permit. City approval required before occupancy of the first building. Implementation	Project Sponsor	PW/CDD



Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<ul style="list-style-type: none"> <li>* Operating dedicated shuttle service (or buying into a shuttle consortium);</li> <li>* Subsidizing transit tickets;</li> <li>* Preferential parking for carpoolers;</li> <li>* Provide child care services and convenience shopping within new developments;</li> <li>* Van pool programs;</li> <li>* Guaranteed ride home program for those who use alternative modes;</li> <li>* Parking cashout programs and discounts for persons who carpool, vanpool, bicycle or use public transit;</li> <li>* Imposing charges for parking rather than providing free parking;</li> <li>* Providing shuttles for customers and visitors; and/or</li> <li>* Car share programs.</li> </ul>		throughout project occupancy.		
<b>IMPACT BEING ADDRESSED: Impact TR-8: Cumulative development, along with development in the Plan area would adversely affect operation of local roadway segments.</b>				
Mitigation Measure TR-8: Implement TR-2 (TDM Program).	See above.	See above	Project Sponsor	PW/CDD
<b>Mitigation Measures from Middle Plaza at 500 El Camino Real Project Infill EIR</b>				
<b>IMPACT BEING ADDRESSED: Impact TRA-1: Impacts on Intersections under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project would result in increased peak-hour delays at eight intersections. Potentially feasible mitigation is adopted for three of these intersections.</b>				
Mitigation Measure TRA-1.1: Implement Intersection Improvements to Address Near-Term 2021 Plus Project Effects.	See below.	See below.	Project Sponsor	PW
<p>a. Middlefield Road/Marsh Road (#1)</p> <p>Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second westbound left-turn lane and corresponding southbound receiving lane. This mitigation measure would be consistent with Mitigation Measure TR-7e 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.</p> <p>Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional right-of-way would be required. Furthermore, this measure would require coordination with, and approval by, the Town of Atherton, which cannot be guaranteed.</p> <p>The Project is required to pay the Supplemental Transportation Impact Fee and to contribute a proportional share of 1.6 percent towards the improvements.</p> <p>The funds provided to the Supplemental Transportation Impact Fee would be available to the Town of Atherton for a 5-year period.</p>	Pay the Supplemental Transportation Impact Fee and contribute a proportional share of 1.6 percent towards the improvements.	Prior to the issuance of a building permit.	Project Sponsor	PW
<p>b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3)</p> <p>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 Mitigation Measure TR-1b 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.</p> <p>Traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as summarized in Appendix 3-3H. 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 modification of 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.</p> <p>The Project is required to pay the Supplemental Transportation Impact Fee and to contribute a proportional share of 3.2 percent towards the improvements. The funds provided to the Supplemental Transportation Impact Fee would be available to the Town of Atherton for a 5-year period.</p>	Pay the Supplemental Transportation Impact Fee and contribute a proportional share of 3.2 percent towards the improvements.	Prior to the issuance of a building permit.	Project Sponsor	PW

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<p>c. Middlefield Road/Willow Road (#7)</p> <p>Impacts on this intersection were noted in the Specific Plan EIR and the City's TIF schedule. Acceptable operations could be achieved at Middlefield Road/Willow Road by widening the southbound Middlefield Road approach to add an exclusive through lane and re-striping the existing shared through/left-turn lane to a left-turn-only lane. This mitigation measure is consistent with the improvement measure noted in the City's TIF program. This measure would potentially affect 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 California Manual on Uniform Traffic Control Devices (CA-MUTCD).</p> <p>Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional right-of-way may still be required even though the design can be accommodated within the available space with narrowed lanes.</p> <p><i>Mitigation Measure TRA-1.2:</i> Implement Transportation Demand Management (TDM) Program to Partially Reduce Near-Term 2021 Plus Project Effects. See Mitigation Measure TR-2 above.</p>	<p>Pay traffic impact fees per the current TIF schedule.</p> <p>See above.</p>	<p>Prior to the issuance of a building permit.</p> <p>See above.</p>	<p>Project Sponsor</p> <p>See above.</p>	<p>PW</p> <p>See above.</p>
<p><b>IMPACT BEING ADDRESSED: Impact TRA-2: Impacts on Roadway Segments under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions would result in increased ADT volumes on area roadway segments.</b></p>				
<p><i>Mitigation Measure TRA-2.1:</i> Implement Roadway Segment Improvements to Address Near-Term 2021 Plus Project Effects. The mitigation measures below are recommended to reduce potentially significant impacts on study area roadway segments.</p> <p>a. Middle Avenue between University Drive and El Camino Real (#5)</p> <p>A mitigation measure to reduce the impact on this roadway segment would be to, at a minimum, implement a Class III bicycle facility (a bicycle route) on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. Alternatively, in the Specific Plan, a Class II bicycle facility (bicycle lanes) were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor will work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.</p> <p>See Mitigation Measure TR-2 above.</p>	<p>Implement roadway segments under near-term 2021 plus-Project conditions.</p> <p>Reimburse City for construction of Class II or Class III bicycle lanes. <u>OR</u> Construct Class II or Class III bicycle route as described.</p> <p>See above.</p>	<p>See below</p> <p>Invoice to be issued at completion, with invoice payable within 30 days. <u>OR</u> Prior to occupancy of first building.</p> <p>See above.</p>	<p>See below</p> <p>Project Sponsor</p> <p>See above.</p>	<p>See below</p> <p>PW</p> <p>See above.</p>
<p><b>IMPACT BEING ADDRESSED: Impact TRA-3: Impacts on Routes of Regional Significance under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions could result in significant impacts on several Routes of Regional Significance.</b></p>				
<p><i>Mitigation Measure TRA-3.1:</i></p> <p>Mitigation measures are identified to partially reduce impacts of the Project on Routes of Regional Significance under Near-Term 2021 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. See Mitigation Measure TR-2 above.</p>	<p>See above.</p>	<p>See above.</p>	<p>See above.</p>	<p>See above.</p>
<p><b>IMPACT BEING ADDRESSED: Impact 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 12 intersections. Potentially feasible mitigation is identified for four of these intersections.</b></p>				
<p><i>Mitigation Measure TRA-4.1:</i> Implement Intersection Improvements to Reduce Cumulative 2040 Plus Project Effects.</p>				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<p>a. Middlefield Road/Marsh Road (#1)</p> <p>Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second southbound and westbound left-turn lanes and corresponding receiving lanes. The additional southbound left-turn lane is not identified as part of the mitigation measure noted in the Specific Plan EIR. The second westbound left-turn lane is specified in both the Specific Plan EIR and in the Supplemental Transportation Impact Fee.</p> <p>Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional right-of-way would be required. Furthermore, this measure would require coordination with, and approval by, the Town of Atherton, which cannot be guaranteed. The Project is required to pay the Supplemental Transportation Impact Fee and contribute a proportional share. Since the impact is first identified in the near-term, the proportional share would be 1.6 percent of the improvements' cost identified under the near-term scenario. In addition, the proportional share toward the additional southbound left-turn lane, which wasn't identified in the Specific Plan EIR mitigation measure, would be 1.1 percent under the cumulative scenario. The funds would be available to the Town of Atherton for a 5-year period.</p>	<p>Pay the Supplemental Transportation Impact Fee and contribute proportional share of 1.6 percent and 1.1 percent to the specified improvements.</p>	<p>Prior to the issuance of a building permit.</p>	<p>Project Sponsor</p>	<p>PW</p>
<p>b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3) (See TRA-1.1.b, which is copied below for reference)</p> <p>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 measure would be consistent with the Mitigation Measure TR-1b 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.</p> <p>Traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as summarized in Appendix 3-3H. 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 modification of 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.</p> <p>The Project is required to pay the Supplemental Transportation Impact Fee and to contribute a proportional share of 3.2 percent towards the improvements. The funds provided to the Supplemental Transportation Impact Fee would be available to the Town of Atherton for a 5-year period.</p>	<p>Pay the Supplemental Transportation Impact Fee and contribute a proportional share of 3.2 percent towards the improvements.</p>	<p>Prior to the issuance of a building permit.</p>	<p>Project Sponsor</p>	<p>PW</p>
<p>c. Middlefield Road/Ravenswood Avenue (#5)</p> <p>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 Mitigation Measure TR-7g noted in the Specific Plan EIR, this measure is specified in the City's TIF program. The Project Sponsor would pay traffic impact fees per the TIF schedule.</p> <p>This measure has potential 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.</p> <p>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 proportional share of 11.1 percent toward enhancements to bicycle and pedestrian infrastructure noted above, which are not included in the City's TIF program.</p> <p>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.</p>	<p>Pay the traffic impact fees per the current TIF schedule and proportional share of 11.1 percent towards the bicycle and pedestrian infrastructure enhancements.</p>	<p>Prior to issuance of a building permit.</p>	<p>Project Sponsor</p>	<p>PW</p>

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<p>d. Middlefield Road/Willow Road (#7)</p> <p>Impacts on this intersection were noted in the Specific Plan EIR. Impacts would be partially mitigated at Middlefield Road/Willow Road with the following improvements:</p> <ul style="list-style-type: none"> <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 left-turn-only lane.</li> </ul> <p>This mitigation measure adds to the mitigation measure noted in the Specific Plan EIR as well as the City's TIF schedule. 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 Project Sponsor would be responsible for implementation of the measure and paying traffic impact fees per the current TIF schedule.</p> <p>Additional mitigation measures that would fully mitigate the impact at Middlefield Road/Willow Road are not feasible due to the need for additional right-of-way. No other mitigation measures were identified that would fully mitigate the impact.</p> <p>This measure would potentially affect 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.</p> <p>Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional right-of-way may be required.</p>	Pay traffic impact fees per the current TIF schedule.	Prior to the issuance of a building permit.	Project Sponsor	PW
<p><i>Mitigation Measure TRA-4.2:</i> Implement Transportation Demand Management Program to Partially Reduce Cumulative 2040 Plus Project Effects. See Mitigation Measure TR-2 above.</p>	See above.	See above.	See above.	See above.
<p><b>IMPACT BEING ADDRESSED: Impact 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 on area roadway segments, resulting in a potentially significant impact.</b></p>				
<p><i>Mitigation Measure TRA-5.1:</i> 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.</p> <p>a. Middle Avenue between University Drive and El Camino Real (#5)</p> <p>A mitigation measure to reduce the impact on this roadway segment, at a minimum, would be to implement a Class III bicycle facility, bicycle route, on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. In the Specific Plan, Class II bicycle facility, bike lanes, were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor shall work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.</p> <p>b. Transportation Demand Management</p> <p>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 three to 15 percent, but even at the maximum of 15 percent, although reduced, would still remain significant and unavoidable. See Mitigation Measure TR-2 above.</p>	<p>See below.</p> <p>See TRA-2.1a</p> <p>See TR-2</p>	<p>See below.</p> <p>See TRA-2.1a</p> <p>See TR-2</p>	<p>See below.</p> <p>See TRA-2.1a</p> <p>See TR-2</p>	<p>See below.</p> <p>See TRA-2.1a</p> <p>See TR-2</p>
<p><b>IMPACT BEING ADDRESSED: Impact TRA-6: 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 could result in significant impacts on several Routes of Regional Significance.</b></p>				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	Action	Timing	Implementing Party	Monitoring Party
<p><i>Mitigation Measure TRA-6.1:</i> Mitigation measures are identified to partially reduce impacts of the Project on Routes of Regional Significance under Cumulative 2040 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. See Mitigation Measure TR-2 above.</p>	See TR-2	See TR-2	See TR-2	See TR-2
<b>IMPACT BEING ADDRESSED: Impact TRA-9: Impacts on Ravenswood Avenue railroad crossings. The Project would result in added traffic to railroad crossings.</b>				
<p><i>Mitigation Measure TRA-9.1:</i> Contribute to design of the Ravenswood Avenue Grade Separation project to address Near-Term 2020 Plus Project and Cumulative 2040 Plus Project Effects. Grade separation of the railroad tracks and Ravenswood Avenue would eliminate any queuing on the railroad tracks and the gate downtime, which affects traffic patterns and creates delays when trains are approaching or waiting in the station. The City is currently in the process of reviewing three design alternatives as part of the Ravenswood Avenue Railroad Crossing Study. However, any grade separation is a large-scale, long-term project. It is not expected that it would be funded by one development but a proportional contribution to the design phase would be warranted. If the design phase is not initiated within five years, the City may use the funds for other railroad crossing improvements. Since the timing and funding of the grade separation project is not certain, this impact would remain significant and unavoidable. The Project Sponsor will be providing a financial contribution for the Middle Avenue grade separated crossing as part of a Development Agreement as described in TRA-4, which would provide an improved pedestrian and bicycle crossing and encourage alternative modes and potentially reduce vehicle demand at the Ravenswood Avenue railroad grade crossing.</p>	Provide a financial contribution to design of the Ravenswood Avenue Grade Separation project.	Prior to the issuance of a building permit.	Project Sponsor	PW

*DRAFT – August 28, 2017*

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING FINDINGS AND CONDITIONS FOR ARCHITECTURAL CONTROL FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300-550 EL CAMINO REAL**

**WHEREAS**, the City of Menlo Park (“City”) has received an application from Stanford University (“Applicant”), to demolish the existing buildings on-site and redevelop the property located at 300-550 El Camino Real (“Project Site”), with the subsequent construction of one mixed-use retail and office building, two office buildings, three residential buildings, with a total floor area of approximately 429,739 square feet, and underground parking garages and surface parking with approximately 930 parking spaces;

**WHEREAS**, the findings and conditions for Architectural Control 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 August 28, 2017 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; 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.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Menlo Park hereby approves the findings and conditions for Architectural Control attached hereto as Exhibit A and incorporated herein by this reference.

I, Clay Curtin, Interim 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.

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Clay Curtin  
Interim City Clerk

Middle Plaza at 500 El Camino Real (300-550 El Camino Real) – Attachment C: Exhibit A -  
Recommended Actions

<b>LOCATION:</b> 300-550 El Camino Real	<b>PROJECT NUMBER:</b> PLN2012-xxxxx	<b>APPLICANT/OWNER:</b> Stanford University
<p><b>REQUEST:</b> Request for Architectural Control for a mixed-use development consisting of office, retail, and residential uses on an 8.4-acre site, with a total of approximately 10,286 square feet of retail/restaurant, 142,840 square feet of non-medical office, and 215 residential units. The project includes a Lot Merger to modify existing lot lines for the construction of new structures. The project also includes a Below Market Rate (BMR) Housing Agreement, and Heritage Tree Removal Permits to remove 19 heritage trees and transplant 1 heritage tree. A Development Agreement would allow the project sponsor to secure vested rights, and the City to secure public benefits, including up to \$5 million towards a grade separated pedestrian/bicycle crossing of the Caltrain tracks, additional affordable housing units, and a publicly accessible plaza. 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.</p>		
<b>DECISION ENTITY:</b> Planning Commission	<b>DATE:</b> August 28, 2017	<b>ACTION:</b> TBD (Recommendation to City Council)
<b>VOTE:</b> TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)		
<p><b>ACTION:</b></p> <ol style="list-style-type: none"> <li>1. Adopt the following findings, as per Section 16.68.020 of the Zoning Ordinance, pertaining to architectural control approval:               <ol style="list-style-type: none"> <li>a. The general appearance of the structures is in keeping with the character of the neighborhood. The office buildings represent interpretations of Mission Revival architecture and the residential buildings feature Craftsman style architecture. The structures would meet relevant massing and modulation standards of the El Camino Real/Downtown Specific Plan, which would provide variety and visual interest, as well as avoid long or monotonous facades. The materials and finishes would be high quality in nature and would reinforce the neighborhood compatibility.</li> <li>b. The development will not be detrimental to the harmonious and orderly growth of the City. The project would meet all relevant development standards of the El Camino Real/Downtown Specific Plan. Project land uses would represent a balanced project.</li> <li>c. The development will not impair the desirability of investment or occupation in the neighborhood. The construction and ongoing occupation of the site would proceed in accordance with all applicable City requirements and procedures, as verified in these conditions of approval. Project residents and commercial occupants would increase the customer base for existing and new restaurants, shops, and services in and around downtown.</li> <li>d. The development provides adequate parking as required in all applicable City Ordinances and has made adequate provisions for access to such parking. Specifically, the project would provide approximately 930 parking spaces, in compliance with the parking requirements of the El Camino Real/Downtown Specific Plan and a shared parking study that has been approved by the Transportation Division.</li> </ol> </li> </ol>		



Middle Plaza at 500 El Camino Real (300-550 El Camino Real) – Attachment C: Exhibit A -  
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- e. The development is consistent with the El Camino Real/Downtown Specific Plan, as verified in detail in the Standards and Guidelines Compliance Worksheet that is attached to the August 28<sup>th</sup> Planning Commission staff report.
2. Approve the architectural control subject to the following **standard** conditions:
- a. Development of the project shall be substantially in conformance with the plans prepared by DES Architects + Engineers, Dahlin Group, Sandis and The Guzzardo Partnership Inc, consisting 206 sheets, dated August 22, 2017 reviewed and recommended for approval by the Planning Commission on August 28, 2017 and approved by the City Council on TBD, 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 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 issuance of any project-related building permit, the Applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the permit being sought.
  - 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 final inspection of the final building permit to allow occupancy.
  - 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 issuance of any project-related building permit other than demolition or environmental remediation, 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.

- i. Prior to issuance of the building permit for the first structure above podium (FSAP), 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 issuance of any project-related building permit other than demolition or environmental remediation, the 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 issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) 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.
- l. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit a Grading and Drainage Plan for review and approval of the Engineering Division. The Grading and Drainage plan shall be finalized and approved by the Engineering Division prior to issuance of the building permit for the FSAP. 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 issuance of any project-related building permit other than demolition or environmental remediation, 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.

Middle Plaza at 500 El Camino Real (300-550 El Camino Real) – Attachment C: Exhibit A -  
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- n. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall provide documentation indicating the amount of irrigated landscaping for off-site landscaped areas, subject to the review and approval of the Engineering Division. Prior to issuance of the FSAP, the Applicant shall provide documentation indicating the amount of irrigated landscaping for on-site landscaped areas, subject to the review and approval of the Engineering Division. 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). Submittal of a detailed landscape plan shall be required concurrently with the submittal of a complete building permit application for the FSAP. The landscaping adjacent to each building shall be installed prior to final building inspection.
- o. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the 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. Landscaping screening details shall be finalized and approved by the Engineering and Planning Divisions prior to issuance of the building permit for the FSAP.
- p. The Applicant shall implement a winterization program to minimize the potential for erosion and sedimentation during the wet season (October 1 through April 30). 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 shall include proposed measures to prevent erosion and polluted runoff from all site conditions, and 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 issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit a street tree preservation plan, detailing the location of and methods for all tree protection measures, subject to approval of the City Arborist and Engineering Division.
- s. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall pay all Public Works fees. Refer to City of Menlo Park Master Fee Schedule.

Middle Plaza at 500 El Camino Real (300-550 El Camino Real) – Attachment C: Exhibit A -  
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- t. 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 inspection of the final building permit to allow occupancy.
3. Approve the architectural control subject to the following **project-specific** conditions:
- a. The Applicant shall record the lot merger prior to issuance of the first garage podium building permit.
  - b. Commencing upon issuance of the building permit for the first garage/podium structure, the Applicant shall provide the Public Works Department with biweekly updates on construction activities affecting the public right-of-way that are planned for the following four-week period. Such activities shall include sidewalk and parking/traffic lane closures, vehicle or equipment staging areas, and utility work. The Public Works Department shall have the discretion to adjust the scheduling of such activities to minimize conflicts with peak commute periods, special events, the construction work for other projects, and other factors. All activities that require Encroachment Permits shall separately apply for and receive such permits before undertaking work.
  - c. The Public Use Agreement (PUA) for the publicly accessible plaza, as shown on Sheet C4.0, shall be attached as an exhibit to and approved by the City Council as a part of the Development Agreement. The PUA shall be recorded prior to occupancy of the first building on the project site.
  - d. The Applicant shall work with the City to provide the City access to the project site as needed to construct a grade-separated crossing at the Caltrain tracks.
  - e. Planning-specific conditions, subject to review and approval of the Planning Division except as otherwise noted:
    - 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 the first garage/podium 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 \$405,422.53 (\$1.13 x 358,781 net new square feet).
- iv. The Development Agreement memorializes the public benefits offered by the developer. The Development Agreement shall be recorded prior to the issuance of any project-related building permit (with the exception of demolition or soil remediation work permits), subject to review and approval of the Planning Division. These benefits include the following:
  - 1. The applicant shall pay for 50% of the cost of the grade-separated Caltrain pedestrian/bicycle crossing, up to \$5,000,000.
  - 2. The applicant shall provide 10 one-bedroom BMR units, all at the low-income level. However, if the 2131 Sand Hill Road project is not approved, the applicant would instead provide eight one bedroom BMR units at the low-income level. Owner/Applicant shall otherwise comply with all provisions of the BMR Agreement.
  - 3. The applicant shall pay \$1,000,000, over a 10 year period, to the Menlo Park Atherton Education Foundation. Payments shall be \$100,000 per year for 10 years or until paid in full commencing with the occupancy of the first residential unit.
  - 4. Simultaneous with the submittal of the first garage/podium building permit, the Applicant shall submit a draft Public Use Agreement (PUA) for the publically accessible plaza, as shown on Sheet C4.0, subject to approval of the Planning Division. The PUA shall be accepted by the City Council prior to occupancy of the first building on the project site.
  - 5. Prior to occupancy of Residential Building “A”, the publicly accessible plaza shall be constructed and open to the public.
  - 6. The term shall be for a negotiated period of time corresponding to the period the City needs to construct the Caltrain railroad crossing, with the understanding that the BMR units will be subject to a separate agreement with a 55-year term.
- f. Engineering-specific conditions, subject to review and approval of the Engineering Division except as otherwise noted:
  - i. Prior to issuance of first garage podium building permit, off-site improvement plans shall be approved by the City.
  - ii. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall provide Closed Circuit Television (CCTV) inspection of the public storm drain pipe at the Cambridge Avenue driveway through the project site to verify the size and condition.

Middle Plaza at 500 El Camino Real (300-550 El Camino Real) – Attachment C: Exhibit A -  
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- iii. Simultaneous with the submittal of the first garage/podium building permit application, submit a consent letter from SFPUC acknowledging the project's proximity to SFPUC water line and conditions/restrictions on construction activities.
- iv. 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. Proposed water and sewer lines shall be 10 feet apart and storm drain and sanitary sewer shall be 5 feet apart.
- v. The project off-site improvements shall include design and construct solutions for the flooding and ponding issues along the site frontage on El Camino Real to the satisfaction of Engineering Division and Caltrans. Coordination with SFPUC will also be necessary for these improvements.
- vi. The project is required for construction of public improvements along El Camino Real, to be designed and constructed to the satisfaction of the Engineering Division and Caltrans. The City will evaluate the condition of asphalt paving on El Camino Real, following construction and prior to occupancy of buildings. If necessary, the City and or Caltrans may require a grind and overlay of damaged pavement along the project frontage. All existing striping, markings, and legends shall be replaced in kind, or as approved by the City and Caltrans.
- vii. All lateral connections to overhead electric, fiber optic, and communication lines shall be placed in a joint trench.
- viii. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall submit a draft Public Access Easement (PAE) along the property frontage to accommodate the full 15-foot wide sidewalk and an Emergency Vehicle Access Easement (EVAE) along the proposed fire routes shown on Sheet C10, subject to approval of the Menlo Park Fire Protection District. Said dedications shall be accepted by the City Council prior to occupancy of the first building.
- ix. Prior to issuance of any project-related building permit other than demolition or environmental remediation, all easement disposition modifications will be subject to review and approval of City of Menlo Park, Cal Water, WBSD, PG&E, and other utility companies. "No Objection" letters shall be provided to the City from all utilities companies prior to abandonment of any public easements. New public easements and public utility relocations shall be established prior to existing public easements abandonments. Structures or trees shall not be installed over a utility or utility easements without written approval from the easement holder. The overlapping easements and the new 10-foot easement for the future Middle Avenue undercrossing shall be Public Service Easements (PSE).

- x. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the 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 with PG&E standards.
- xi. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall file a Notice of Intent (NOI) with the State Water Resources Control Board under the 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.
- xii. Simultaneous with the submittal of the first garage/podium building permit application, 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.
- xiii. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall submit a draft "El Camino Real Storm Drain Maintenance Agreement". The project will be responsible for the maintenance and operation of storm drainage to the satisfaction of the Engineering Division and Caltrans. Also, any nonstandard improvements and private improvements within public right-of-way shall be maintained in perpetuity by the owner.
- xiv. 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.
- xv. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall coordinate with the City's Planning Division and Public Works Department regarding existing and missing street trees along the property frontage. The location and spacing of new street trees will be determined at the off-site improvement plan design phase. 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 and shall be connected to the on-site water system for irrigation.
- xvi. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall pay the

applicable Building Construction Street Impact Fee subject to the provisions of Development Agreement provision 3.6 to the satisfaction of the Public Works Director. The current fee is calculated by multiplying the valuation of the construction by 0.0058.

- xvii. Prior to final inspection, the Applicant shall submit a landscape audit report.
- g. Transportation-specific Conditions, subject to review and approval of the Transportation Division except as otherwise noted:
- i. Prior to issuance of the first building structure permit, the Applicant shall submit all relevant transportation impact fees (TIF), subject to review and approval of the Transportation Division. Such fees include:
    - 1. The TIF is estimated to be \$829,810.00. This was calculated by multiplying the fee of \$1,996.40 per multi-family unit by 215 units plus the fee of \$4.80/s.f. per office space by 144,000 s.f. of new office space and the fee of \$4.80/s.f. per retail space by 10,000 s.f. for new retail uses and subtracting a credit for 70,545 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 \$393.06 per PM peak hour vehicle trip. The proposed project is estimated to generate 326 PM peak hour trips, so the supplemental TIF is estimated to be \$128,137.40. Payment is due before the first building structure permit is issued and the supplemental TIF will be updated annually on July 1st along with the TIF.
  - ii. Prior to issuance of a building permit for the first building, the Applicant shall provide verification of Caltrans' approval of the new left-turn pocket at Middle Avenue. The modifications to the site access (i.e., construction of the new left-turn pocket, modifications to the traffic signal, and new crosswalk across El Camino Real) at the intersection of Middle Avenue and El Camino Real shall be constructed prior to temporary occupancy of Office Building 1 or the Residential Buildings (whichever occurs first). The Applicant shall submit improvement plans to the City for review and approval by the Public Works Director for those portions of the Project that require offsite improvements in the Caltrans right-of-way (Public ROW Improvements and Site Access). This includes all work in the Caltrans right-of-way, including, but not limited to, utility improvement, curb cuts, driveway, traffic signal, landscaping, and other frontage improvements, as applicable. After receiving approval for the improvements plans, the Applicant shall submit the improvement plans to Caltrans and request encroachment permit approvals.



- iii. The modifications to the site access (i.e., modifications to the traffic signal, and new crosswalk across El Camino Real) at the intersection of Cambridge Avenue and El Camino Real shall be constructed prior to temporary occupancy of Office Buildings 2 or 3 (whichever occurs first). The Applicant shall submit improvement plans to the City for review and approval by the Public Works Director for those portions of the Project that require offsite improvements in the Caltrans right-of-way (Public ROW Improvements and Site Access). This includes all work in the Caltrans right-of-way, including, but not limited to, utility improvement, curb cuts, driveway, traffic signal, and other frontage improvements, as applicable. After receiving approval for the improvements plans, the Applicant shall submit the improvement plans to Caltrans and request encroachment permit approvals.
- iv. Intersection of Middlefield Road/Marsh Road: The proposed mitigation measure for this intersection is the addition of a second westbound left-turn lane and corresponding southbound receiving lane and a second southbound left-turn lane and corresponding eastbound receiving lane. The project's fair share contribution would be 3.7 percent for the second westbound left-turn lane and corresponding receiving lane and 1.1 percent for the second southbound left-turn lane and corresponding receiving lane. Prior to issuance of the permit for the first building structure, the Applicant shall provide a conceptual plan of the improvements and a cost estimate for each of the improvements (including design engineering) 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. The funds would be available to the Town of Atherton for a 5-year period after which funds will be returned to the Applicant.
- v. Intersection of Middlefield Road/Glenwood Avenue-Linden Avenue: The proposed mitigation measure for this intersection is signalization. However, this mitigation measure may require the acquisition of additional right-of-way 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 also 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 3.2 percent. The fair share contribution for the intersection improvements shall be paid prior to the issuance of the first building structure permit. 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. Intersection of Middlefield Road/Ravenswood Avenue: The proposed mitigation measure for this intersection 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 11.1 percent of the cost of the improvement. The fair share costs shall be paid prior to the issuance of the first building structure permit.

- vii. Bicycle Facilities on Middle Avenue between El Camino Real and University Drive: As a partial mitigation measure to reduce the Project’s impact on this roadway segment, the Applicant shall be required to implement, at a minimum, a Class III bicycle facility, bicycle route, on Middle Avenue between University Drive and El Camino Real. The Applicant shall work with the City to implement either Class II or Class III bicycle facilities on this segment. The improvements are subject to the review and approval of the Transportation Division. The Applicant shall install the proposed bicycle improvements prior to occupancy of the first building.
- viii. The Applicant should actively work to prevent parking intrusion to surrounding neighborhoods or other public streets to the satisfaction of the Public Works Director. The City reserves to the right to require monitoring of any overflow parking from the project.
- ix. Prior to issuance of first building structure permit, the Applicant shall submit a striping and signage plan for the parking garage subject to review and approval by the Transportation Division.
- x. Transportation Demand Management (TDM) Program: Concurrent with the submittal of the first building structure permit, the Applicant shall submit an updated TDM plan for the review and approval of the Transportation Division. The TDM program shall be consistent with the TDM program outlined in the Final Environmental Impact Report and shall be approved prior to building occupancy.
- xi. Within six months after opening of the Middle Avenue pedestrian and bicycle railroad crossing, the Applicant shall conduct a parking duration study to determine whether overflow parking from the project is occurring on Alma Street, in Burgess Park, or in the Linfield Oaks Neighborhood subject to City review and approval. The dates of the survey shall be reviewed and approved by Transportation Division prior to data collection to ensure typical operating conditions and weather. If overflow is observed, the Applicant shall have no more than six months to take steps to eliminate any overflow parking. If after six months, parking overflow is not rectified, the Applicant shall fund the

establishment of time restricted parking or a residential parking permit program to eliminate parking overflow.

- xii. Prior to building permit issuance and within each construction phase, 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. The plan shall include construction phasing and anticipated method of traffic handling for each phase. The existing sidewalk or an acceptable pedestrian pathway along project's frontage shall be provided during all construction phases except when the new sidewalk is being constructed.

*DRAFT – August 28, 2017*

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING HERITAGE TREE REMOVAL PERMITS FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300-550 EL CAMINO REAL**

**WHEREAS**, the City of Menlo Park (“City”) received applications from Stanford University, (“Applicant”) for the removal of 19 heritage trees (including the transplantation of one heritage tree) at the property located at 300-55- El Camino Real (“Project Site”) as more particularly described and shown in Exhibit A; 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 March-July, 2017; and

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

**WHEREAS**, the City’s Contract Arborist noted that many of the heritage trees on the project site are in fair to poor condition due to the extensive paving of the site and a lack of adequate rooting space; 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 July 26, 2017 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 19 heritage

trees, with a request to revise the landscape plans to use as many California native plants and trees as possible; and

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

**WHEREAS**, the revised landscape plans propose over the required two-to-one replacement ratio; 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 August 28, 2017, 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 19 heritage trees; 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 exceeding two 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 19 heritage trees as identified in Project Plan Sheets C-3.5 to C-3.8, attached by this reference herein as Exhibit A.

I, Clay Curtin, Interim 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.

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Clay Curtin  
Interim City Clerk

*DRAFT – August 28, 2017*

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 STANFORD UNIVERSITY, FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300-550 EL CAMINO REAL**

**WHEREAS**, the City of Menlo Park (“City”) has received an application from Stanford University (“Applicant”), to demolish the existing buildings on-site and redevelop the property located at 300-550 El Camino Real (“Project Site”), with the subsequent construction of one mixed-use retail and office building (Office Building 1), two office buildings (Office Buildings 2 and 3), four residential buildings (Residential Buildings A, B and C), two of which are connected to create Building A, with a total floor area of approximately 429,326 square feet, and underground parking garages and surface parking with approximately 930 spaces; 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 and certified by the City Council on \_\_\_\_\_, 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 Housing Commission of the City of Menlo Park on August 23, 2017 to review the initial draft BMR Agreement Term Sheet, for the provision of 10 on-site BMR units, including two units for the 2131 Sand Hill Road project, 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 agreed on 10 on-site units (including two units for the 2131 Sand Hill project) 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 Exhibit 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 August 28, 2017 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

**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 \_\_\_\_ whereat all persons interested therein might appear and be heard.

**WHEREAS**, on \_\_\_\_\_ 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, Clay Curtin, Interim 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.

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Clay Curtin  
Interim City Clerk



**AFFORDABLE HOUSING AGREEMENT**

**AND**

**DECLARATION OF RESTRICTIVE COVENANTS**

**MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT**

**THIS AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (“Agreement”)** is entered into as of \_\_\_\_\_, 2017, by and between the **CITY OF MENLO PARK**, a California municipal corporation (“City”), and **THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**, a body having corporate powers under the laws of the State of California (“Owner”) with reference to the following facts:

**RECITALS**

A. Owner is the owner of those certain parcels of real property having current addresses at 300-550 El Camino Real in the City of Menlo Park, California (“**Property**”), as more particularly described in Exhibit A attached hereto.

B. The Parties have entered into a Development Agreement (“**Development Agreement**”), effective \_\_\_\_\_, of even date herewith, 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, Owner offered and agreed to certain terms as specified in the Development Agreement. Section 7 of the Development Agreement specifies that the Parties shall enter into and record this Agreement for the benefit of the City. This Agreement provides that the Project shall include ten (10) units to be occupied exclusively by, and rented to, qualified Low Income Households, as defined below (the “**Low Income Units**”). 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**”).

**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.** To the extent provided in the Development Agreement, 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 Low Income Units approved for occupancy in that portion of the building is equivalent to, or greater than, the percentage of Low Income Units in the entire building (e.g., if 11 percent of the units in the entire building will be Low Income Units, then at least 11 percent of the units approved for occupancy must be Low Income 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. Except as otherwise provided in the Development Agreement, 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 therefor, 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**

201. (a) **Provision of Low Income Units.** The Low Income Units shall be one-bedroom units, shall be of a quality comparable to all of the other rental units in the Project, and shall be equitably distributed throughout the Project’s residential buildings. Prior to occupancy of the first residential unit in the Project, the Owner shall notify the City and the City shall approve of the locations of the Low Income Units within the residential buildings. The location of the individual Low Income 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 Low Income Units shall remain equitably distributed throughout the Project’s residential buildings. Rental of each Low Income Unit shall include the right to use one parking space in the residential buildings’ parking garage.

201. (b) **Low Income Units.** As described in Recital C above, the Owner agrees to make available, restrict occupancy, and lease not less than ten (10) 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 one-bedroom 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) **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 Low Income 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 C unless a different form is specified by the City or proposed by Owner and approved by the City’s Director of Community Development (“**Director**”). The Owner shall certify that each household leasing a Low Income Unit meets the income and eligibility restrictions for the Low Income 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 (the “**Affordable Low Income Rent**”).

202. (b) **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 Low Income 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 D.

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 Low Income Unit upon such tenant's rental of the Low Income 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 Low Income 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 Low Income 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.

205. **Maintenance.** The Owner shall maintain or cause to be maintained the interior and exterior of the residential buildings at 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 Low Income 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 covenants that it has agreed to limit Monthly Rent in the Low Income Units in consideration for the City's 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, for so long as this Agreement is operative, that any Low Income 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 Low Income 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 Low Income 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 Low Income 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.

303. **Obligations Personal to Owner.** The liability of the Owner under this 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 Low Income 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, 3.1, 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, 11.1.2, 11.1.3 through 11.1.6, 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 Development Agreement, the requirements of state and federal fair housing laws, and the Guidelines, the

terms and conditions of this Agreement, the Development Agreement, and the requirements of state and federal fair housing laws shall control. In the event of any conflict or ambiguity between this Agreement and the Development Agreement, the Development Agreement 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:** Stanford University  
Vice President, Land Buildings & Real Estate  
3160 Porter Drive, Suite 200  
Palo Alto, CA 94304  
Attention: Robert C. Reidy

With a copy to:  
Stanford University  
Vice President and General Counsel  
P.O. Box 20386  
Stanford, CA 94305  
Attention: Debra Zumwalt

**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.

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. **Subordination.** At Owner's request, this Agreement may be subordinated to liens, including a deed of trust (in each case a "**Senior Loan**"), which secure the financing used to acquire, construct, operate, or refinance the Project, but only if all of the following conditions are satisfied:

(a) The Owner shall submit to the City an appraisal of the Property, completed or updated within 90 days of the proposed closing of the Senior Loan, demonstrating that the amount of all proposed Senior Loans does not exceed eighty percent (80%) of the appraised fair market value of the Property.

(b) The proposed lender of the Senior Loan (the "**Senior Lender**") must not be an Affiliated Party. For the purposes of this Section, an "**Affiliated Party**" is any corporation, limited liability company, partnership, or other entity which is controlling of, or controlled by, or under common control with the Owner, and "control," for purposes of this definition, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. The terms "controlling" and "controlled" have the meanings correlative to "control."

(c) Any subordination agreement shall provide that the Low Income Units described in this Agreement unconditionally shall continue to be provided as required by the Development Agreement and Section 404 of this Agreement, provided that any successor in interest to Owner as owner of the Property claiming through the foreclosure or sale under any deed of trust shall not be liable for any violations of the BMR agreement which occurred prior to such successor taking title. In addition, any subordination agreement shall provide that such successor shall, within 90 days after taking title to the Property, execute a new BMR agreement approved by the City and consistent with the provisions of this Agreement, evidencing the obligation to continue to provide the Low Income Units.

(d) No subordination agreement may limit the effect of this Agreement before a foreclosure, nor require consent of the Senior Lender or assignee to exercise of any remedies by the City under this Agreement or the Development Agreement;

(e) The subordination described in this Section 405 may be effective only during the original term of the loan of the Senior Lender and not during any extension of its term or refinancing, unless otherwise approved in writing by the City Manager, which approval shall not be unreasonably withheld or delayed, provided that the conditions in this Section 405 are met.

(f) Owner shall submit adequate documentation to City so that City may determine that a proposed Senior Loan conforms with the provisions of this Section 405. Upon a determination by the City Manager that the conditions in this Section 405 have been satisfied, the City Manager is authorized to execute the approved subordination agreement.

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 income, as required by the Guidelines, 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 Below Market Rate Housing Agreement as of the date and year set forth above.

**OWNER:**

THE BOARD OF TRUSTEES OF THE  
LELAND STANFORD JUNIOR UNIVERSITY,  
a body having corporate powers under the laws of  
the State of California

By:

---

Robert C. Reidy, Vice President Land,  
Buildings & Real Estate

Date:

**CITY:**

CITY OF MENLO PARK,  
a California municipal corporation

By:

---

Alex D. McIntyre, City Manager

Date:

**List of Exhibits:**

- Exhibit A: Property Description
- Exhibit B: Below Market Rate Housing Program Guidelines
- Exhibit C: Compliance Forms and Certifications
- Exhibit D: Sample Utility Allowance

**Exhibit A**

**Property Description**

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

DRAFT

**Exhibit B**

**Below Market Rate Housing Program Guidelines**

DRAFT

**Exhibit C**

**Compliance Forms and Certifications**

DRAFT

**Exhibit D**

**Sample Utility Allowance**

DRAFT

**DRAFT – August 28, 2017**

**ORDINANCE NO. \_\_\_\_**

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING THE DEVELOPMENT AGREEMENT WITH STANFORD  
UNIVERSITY FOR THE PROPERTY LOCATED AT 300-550 EL  
CAMINO REAL**

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, Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real, Menlo Park, CA) (the “Development Agreement”) by and between the City and Stanford University (“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 330-500 El Camino Real (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 August 28, 2017 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 August 29, 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 8.43 acres (367,174 square feet).
3. The Applicant proposes to demolish the existing buildings on-site and redevelop the Property with the subsequent construction of one mixed-use retail and office building (Office Building 1), two office buildings (Office Buildings 2 and 3), four residential buildings (Residential Buildings A, B and C), two of which are connected to create Building A, with a total floor area of approximately 429,326 square feet. Underground parking garages and surface parking would include approximately 930 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 ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Kirsten Keith  
Mayor, City of Menlo Park

ATTEST:

\_\_\_\_\_  
Clay Curtin  
Interim 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

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**DEVELOPMENT AGREEMENT**

**MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT**

SEPARATE PAGE, PURSUANT TO GOVT. CODE 27361.6

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## DEVELOPMENT AGREEMENT

MIDDLE PLAZA PROJECT  
(300 – 550 EL CAMINO REAL)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Menlo Park, a municipal corporation of the State of California ("**City**") and Board of Trustees of the Leland Stanford Junior University, a body having corporate powers under the laws of the State of California ("**Owner**"), pursuant to the authority of California Government 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 having current addresses at 300 – 550 El Camino Real in the City of Menlo Park, California ("**Property**") as shown on Exhibit A attached hereto and being more particularly described in Exhibit B attached hereto, upon which Owner has applied to construct the Project commonly known as Middle Plaza.

D. Owner intends to demolish all existing structures on the Property and to construct the Project on the Property in accordance with the Project Approvals and any other Approvals.

E. The City examined the environmental effects of the Project in an Environmental Impact Report ("**EIR**") prepared for the Menlo Park El Camino Real/ Downtown Specific Plan and an Infill EIR prepared for the Project pursuant to the California Environmental Quality Act ("**CEQA**"). On \_\_\_\_\_, 2017 the City Council of the City reviewed and certified the Infill EIR.

F. 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 further the goals and objectives of the Menlo Park El Camino Real/ Downtown Specific Plan, and generate the additional 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, 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 in accordance with the Existing City Laws, 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.

G. On \_\_\_\_\_, 2017, 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 and Menlo Park El Camino Real/ Downtown Specific Plan (as both are 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.

H. Thereafter, \_\_\_\_\_, 2017 the City Council held a duly noticed public hearing on this Agreement pursuant 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 Ordinance No. \_\_\_\_\_ ("**Enacting Ordinance**"). A second reading was conducted on the Enacting Ordinance on \_\_\_\_\_, 2017, on which date the City Council adopted the Enacting Ordinance, making the Enacting Ordinance effective on \_\_\_\_\_, 2017.

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. Definitions. 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 Approvals. 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 Existing City Laws,



this Agreement and the items described in the Project Approvals (as defined in this Agreement).

1.2 City Laws. 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, the Menlo Park El Camino Real/ Downtown Specific Plan, and the City's Zoning Ordinance.

1.3 City Manager. 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 City Wide. 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 and not to other parcels or properties in the Menlo Park El Camino Real/Downtown Specific Plan.

1.5 Community Development Director. The City's Community Development Director or his or her designee.

1.6 Conditions. 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 Crossing. A pedestrian/bicycle crossing at or near Middle Avenue that will improve bicycle and pedestrian circulation between El Camino Real and Alma Street, connecting the downtown and residential neighborhoods west of El Camino Real with Burgess Park, the Menlo Park Civic Center complex, and the north-south bicycle lanes on Alma Street.

1.8 Default. 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.

1.9 Effective Date. The effective date of the Enacting Ordinance pursuant to Government Code Section 65867.5, as specified in Recital H of this Agreement.

1.10 El Camino Real/ Downtown Specific Plan: Collectively, the Specific Plan governing the Property, as adopted by the City Council in June 2012 and that become effective on July 12, 2012, as amended as of the date of adoption of the Enacting Ordinance.

1.11 Existing City Laws. The City Laws in effect as of the Effective Date.

1.12 Fees. All exactions, costs, fees, in-lieu fees, payments, charges and other monetary amounts imposed or charged by the City in connection with the use, development of or construction on real property under Existing City Laws, but not including Processing Fees. Fees includes impact fees, which are 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.

1.13 General Plan. Collectively, the General Plan for the City, including all elements as adopted by the City Council on November 29, 2016.

1.14 Laws. 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.

1.15 Mitigation Measures. The mitigation measures applicable to the Project, developed as part of the EIR process and required to be implemented through the MMRP for the Project, which includes the applicable measures required to be implemented by the Menlo Park El Camino Real/Downtown Specific Plan.

1.16 MMRP. The Mitigation Monitoring and Reporting Plan adopted as part of the Project Approvals and applicable to the Project.

1.17 Mortgage. Any mortgage, deed of trust or similar security instrument encumbering the Property, any portion thereof or any interest therein.

1.18 Mortgagee. With respect to any Mortgage, any mortgagee or beneficiary thereunder.

1.19 Party. Each of the City and Owner and their respective successors, assigns and transferees (collectively, "Parties").

1.20 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 Fees.

1.21 Project. 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 residential, non-medical office space, ground floor retail/restaurant space, at-grade parking, an underground parking garage, a privately owned and operated publicly accessible plaza, and related site improvements, landscaping and infrastructure, as more particularly described in the Project Approvals.

1.22 Project Approvals. 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 findings, statement of overriding considerations and adoption of the MMRP and other actions in connection with environmental review of the Project; (c) Architectural Control; (d) Lot Merger; (e) Heritage Tree Removal Permits; and (f) Below Market Rate Housing Agreement.

1.23 Resolution No. 4159. 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.

1.24 Substantial Crossing Progress. To constitute Substantial Crossing Progress: (i) the City must have completed and the City Council must have approved the final design for the Crossing; (ii) the City must have completed all steps necessary to achieve compliance with the California Environmental Quality Act to construct and operate the Crossing; and (iii) the City must have made substantial progress toward obtaining funding for the cost of construction of the Crossing. For purposes of this paragraph, substantial progress toward obtaining funding for the cost of construction of the Crossing means that the City has secured a minimum of fifteen percent (15%) of the cost to construct the Crossing (excluding Owner's contribution).

## 2. Effective Date; Term.

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 Term. 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. Notwithstanding the foregoing, and subject to this Agreement’s termination provisions, if the City has made Substantial Crossing Progress, then the term of this Agreement shall continue until the earlier of: (a) payment by the Owner of the Crossing Payment pursuant to Section 5; (b) the City Council’s decision to abandon pursuit of the funding and construction of the Crossing; or (c) five (5) years beyond the initial ten (10)-year term.

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. General Development of the Project.

3.1 Project. 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 (the three of which collectively constitute the “**Vested Elements**”) 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 , 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. The Project Approvals shall not expire so long as this Agreement remains effective.

3.2 Subsequent Projects. 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, the 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. Notwithstanding any provision in this Agreement, the design, construction and operation of the Crossing is not part of the Project and Owner shall bear no responsibility for paying for applications, approval, agreements, and permits for the Crossing, nor shall Owner indemnify the City for any liabilities imposed on City arising out of or resulting from applications, permits, agreements and/or approvals for the Crossing.

3.4 Vesting. The Parties acknowledge and agree that this Agreement vests Owner's rights to develop the Project in accordance with the terms of 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), and the provisions of state law concerning development agreements.

3.5 Processing 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.

3.6 Additional Fees: Except as set forth in this Agreement and the Project Approvals, the City shall not impose any new or additional Fees not in existence as of the Effective Date or not applicable to the Project in accordance with the Existing City Laws, the Project Approvals and this Agreement, whether through the exercise of the police power, the taxing power, or any other means, other than those set forth in the Project Approvals, the Existing City Laws and this Agreement. In addition, except as set forth in this Agreement, the base or methodology for calculating all such Fees applicable to the construction and development of the Project shall remain the same as the base or methodology for calculating such Fees that is in effect as of the Effective Date.

Notwithstanding the foregoing, if as of the Effective Date, the Existing City Laws under which the Fees applicable to the Project have been imposed provide for automatic increases in Fees based upon the consumer price index or other method, then the Project shall be subject to any such increases in such Fees resulting solely from the application of any such index or method in effect on the Effective Date. Notwithstanding the foregoing, the following provisions shall apply:

3.6.1 If the City forms an assessment district including the Property, and the assessment district is City Wide or applied to all El Camino Real/Downtown Specific Plan properties and is not duplicative of or intended to fund any matter that is covered by any Fee payable by Owner, the Property may be legally assessed through such assessment district based on the benefit to the Property (or the methodology applicable to similarly situated properties), which assessment shall be consistent with the assessments of other properties in the district similarly situated. In no event, however, shall Owner's obligation to pay such assessment result in a cessation or postponement of development and occupancy of the Property or affect in any way Owner's development rights for the Project.

3.6.2 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 or applicable to all El Camino Real/Downtown Specific Plan properties at the time Owner submits an application for those permits.

3.6.3 If the City exercises its taxing power in a manner which will not change any of the Conditions applicable to the Project, and so long as any new taxes or increased taxes are uniformly applied on a City Wide basis or applied uniformly to El Camino Real/Downtown Specific Plan properties, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City similarly situated.

3.6.4 If the City enacts new impact fees that apply on a City Wide basis or are applied uniformly to El Camino Real/Downtown Specific Plan properties and which address matters that are not identified or addressed by the mitigation measures, Conditions on the Project, community benefits, or required on- or off-site improvements, then the Project shall be subject to any such impact fees as of the effective date of the City ordinance. For purposes of this Section, the parties agree that any impact fees addressing transportation including railroad crossings, housing, open and publicly accessible spaces, utilities including energy and water, and any impacts identified and mitigated in the Environmental Impact Report for the project, constitute impact areas that are addressed by the Project and the Project Approvals, and that any new impact fees related to these impact areas shall not apply to the Project. This list is not intended to be exhaustive, but to illustrate some of the areas in which new impact fee programs would not apply to the project.

3.7 Effect of Agreement. 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 the procedures specified in the 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.

4.1 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), the California Fire Code as amended and adopted by the City and/or the Menlo Park Fire Protection District, the California Energy Code, and the California Green Building Standards, all as amended by the City from time to time, as such codes may be in effect at the time Owner submits an application for a building permit for any aspect of the Project or Property. 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 or Property 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 Property 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. Nothing herein shall affect Owner's right to challenge any amendments to the aforementioned codes.

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 new or additional Fees or other conditions on the Project or Property 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 or Property shall be considered in conflict with this Agreement and the Existing City Laws:

(a) Limiting or reducing the uses or mix or uses permitted on the Property or 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 Timing. 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 Subsequent Environmental Review. The Parties acknowledge and agree that the EIR contains a thorough environmental analysis of the Project, 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 Easements; 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 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. Funding for Crossing. Owner shall be obligated to pay the City fifty percent (50%) of the unfunded cost to construct the Crossing, up to a maximum of Five Million Dollars (\$5,000,000) total ("**Crossing Payment**"). The Crossing Payment shall be made within sixty (60) days of written demand by City once City has confirmation that: (i) it has obtained or has been awarded complete and full funding to construct all components of the Crossing; (ii) the City has completed and the City Council has approved the final design for the Crossing; (iii) the City has completed all steps necessary to achieve compliance with the California Environmental Quality Act to construct and operate the Crossing; and (iv) the City has obtained all necessary approvals, permits and property rights from other public agencies and private landowners to construct and operate the Crossing. Until the Crossing Payment is made, the maximum amount of the payment shall be adjusted annually by the Engineering News Record Construction Cost Index for the San Francisco Bay Area on June 30 of each year. If the Term expires without extension pursuant to Section 2.2, Owner shall be relieved of the obligation to make the Crossing Payment.

6. Education Foundation Payment. To support the Menlo Park City School District, Owner agrees to pay the Menlo Park Atherton Education Foundation one hundred thousand dollars (\$100,000) per year for a period of ten (10) years. The initial payment shall be due and payable prior to the issuance of the first building permit for the Project with each additional payment due on the anniversary of the initial payment.

7. Affordable Housing. Concurrently with the recordation of this Agreement, Owner and City shall execute and record an Affordable Housing Agreement ("**Affordable Housing Agreement**") in the form attached as Exhibit C, which shall provide, among other things, for the provision of a total of ten (10) units in the Project to be occupied exclusively by, and rented to, Low Income Households ("Low Income Units"). Owner further acknowledges, under Civil Code Sections 1954.52(b) and 1954.53(a)(2), that it has agreed to limit rents in the Low Income 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, as described in the BMR Housing Agreement. Owner hereby agrees that any Low Income 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. Privately Owned and Operated Publicly Accessible Open Space: The Project includes a privately owned and operated publicly accessible plaza at Middle Avenue. Prior to issuance of a City permit allowing occupancy of office, retail, or

residential space in the Project, the Parties shall enter into and record a public use agreement in substantially the same form as the agreement attached to this Agreement as Exhibit D (the "**Public Use Agreement**"). 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.

9. Indemnity. 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, any work to construct the Project, or litigation challenging any Approval with respect thereto (collectively, "**Owner Claims**"); provided, however, that Owner shall have no liability under this Section 8 for Owner Claims arising from the sole 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.

10. Periodic Review for Compliance.

10.1 Annual Review. The City shall, at least every twelve (12) months 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.

10.2 Non-Compliance. 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 commences within such thirty (30) day time period the actions necessary to cure such Default and diligently proceeds 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.

10.3 Failure to Cure Default. 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.

10.4 Proceeding Upon Amendment or Termination. If, upon a finding under Section 10.2 of this Agreement and the expiration of the cure period specified in such Section 10.2 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.

10.5 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.

10.6 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.

## 11. Permitted Delays; Subsequent Laws.

11.1 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, this Agreement, the Project Approvals, future Approvals and/or the Project shall also be deemed to create an excusable delay under this Section 11.1, 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 11.1, in no event shall the Term (or any extended term) of this Agreement as set forth in Section 2.2 be extended by any such delay without approval of the City Council and the mutual written agreement of the City and Owner.

11.2 Superseded by Subsequent Laws. If any Law made or enacted 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.

## 12. Termination.

12.1 City's Right to Terminate. 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.

12.2 Owner's Right to Terminate. Owner shall have the right to terminate this Agreement only if both of the following occur:

(a) In the notice to the City terminating this Agreement, Owner requests City in writing to rescind the Project Approvals; and

(b) One of the following has occurred:

(1) 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; or

(2) Owner is unable to complete the Project because of supersedure by a subsequent Law or court action, as set forth in Sections 11.2 and 16 of this Agreement; or

(3) Owner determines in its business judgment that it does not desire to proceed with the construction of the Project.

12.3 Mutual Agreement. This Agreement may be terminated upon the mutual written agreement of the Parties.

12.4 Effect of Termination. If this Agreement is terminated pursuant to this Section 11, such termination shall not affect any condition or obligation due to the City from Owner prior to the date of termination.

12.5 Recordation of Termination. 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.

### 13. Remedies.

13.1 No Damages. 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.

13.2 Remedies Cumulative. 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.

13.3 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.

14. Waiver. 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.

15. 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.

16. Limitations on Actions. 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.

17. 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 in the notice to the City, Owner requests City in writing to rescind the Project Approvals. If Owner elects not to terminate this Agreement, any such action, proceeding, or referendum shall constitute a permitted delay under Section 11.1 of this Agreement and 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.

18. 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.

19. Mortgagee Protection; Certain Rights of Cure.

19.1 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.

19.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 19.1 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.

19.3 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.

## 20. Assignment, Transfer, Financing.

20.1 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. Owner shall notify City within ten (10) days of any such transfer, sale, or assignment.

20.2 Financing. Notwithstanding Section 20.1 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.

20.3 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, provided that Owner has provided notice to the City as required by Section 19.1.

21. 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 inure 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.

22. Amendment.

22.1 Amendment or Cancellation. Except as otherwise provided in this 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.

22.2 Recordation. 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.

23. Notices. 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: Stanford University  
Vice President, Land Buildings and Real Estate  
3160 Porter Drive, Suite 200  
Palo Alto, CA 94304  
Attention: Robert Reidy

With a copy to: Stanford University  
Vice President and General Counsel  
P.O. Box 20386  
Stanford, CA 94305  
Attention: Debra Zumwalt

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.

24. Miscellaneous.

24.1 Negation of Partnership. 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.

24.2 Consents. 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.

24.3 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.

24.4 Severability. 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 11.2.

24.5 Exhibits. The Exhibits referred to herein are deemed incorporated into this Agreement in their entirety.

24.6 Entire Agreement. 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.

24.7 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.

24.8 Further Assurances; Covenant to Sign Documents. 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.

24.9 Governing Law. 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.

24.10 Construction. 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.

24.11 Time. 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.

25. Counterparts. 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.

DRAFT

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: \_\_\_\_\_  
Kirsten Keith, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

**OWNER:**

BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

By: \_\_\_\_\_  
Robert C. Reidy  
Its: Vice President Land, Buildings & Real Estate

Date: \_\_\_\_\_

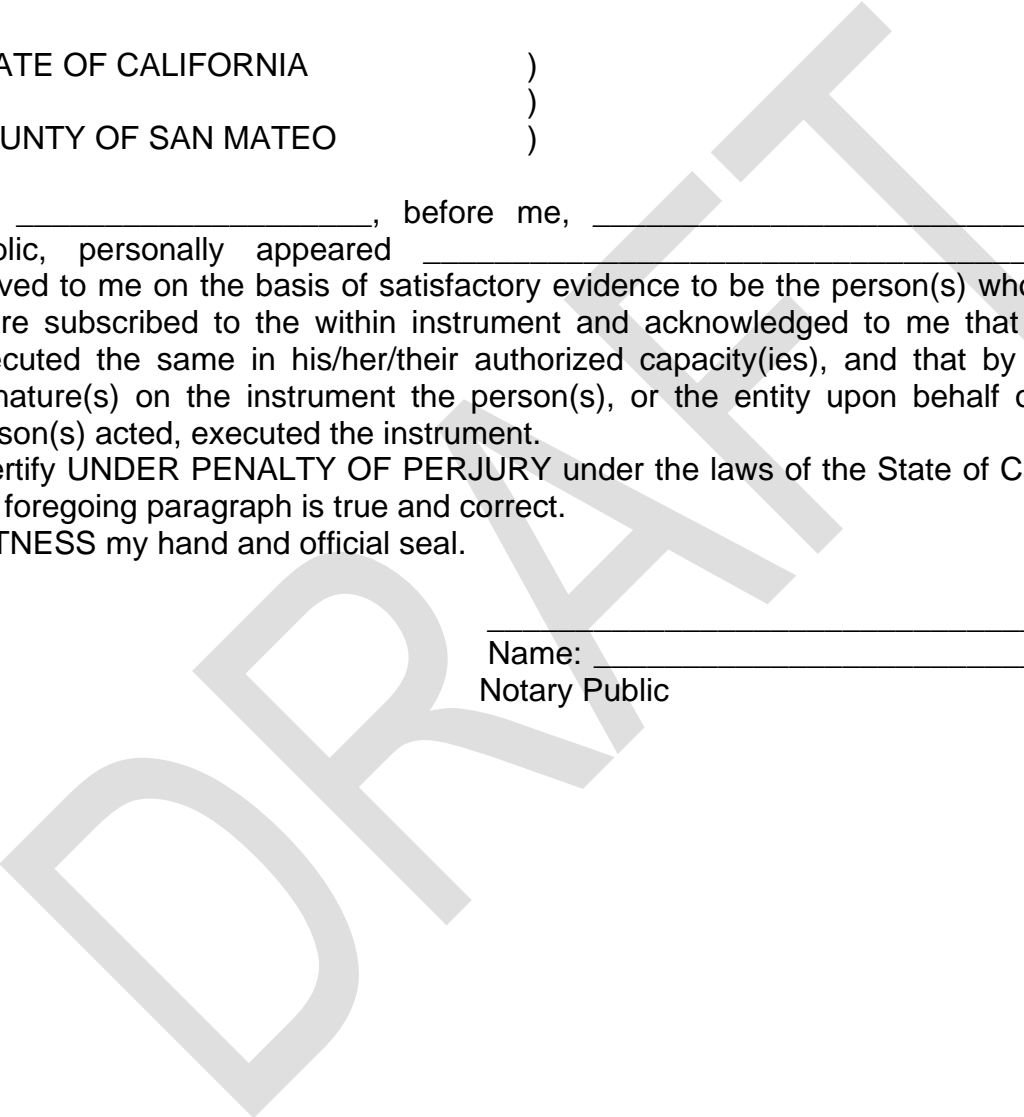
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SAN MATEO                )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

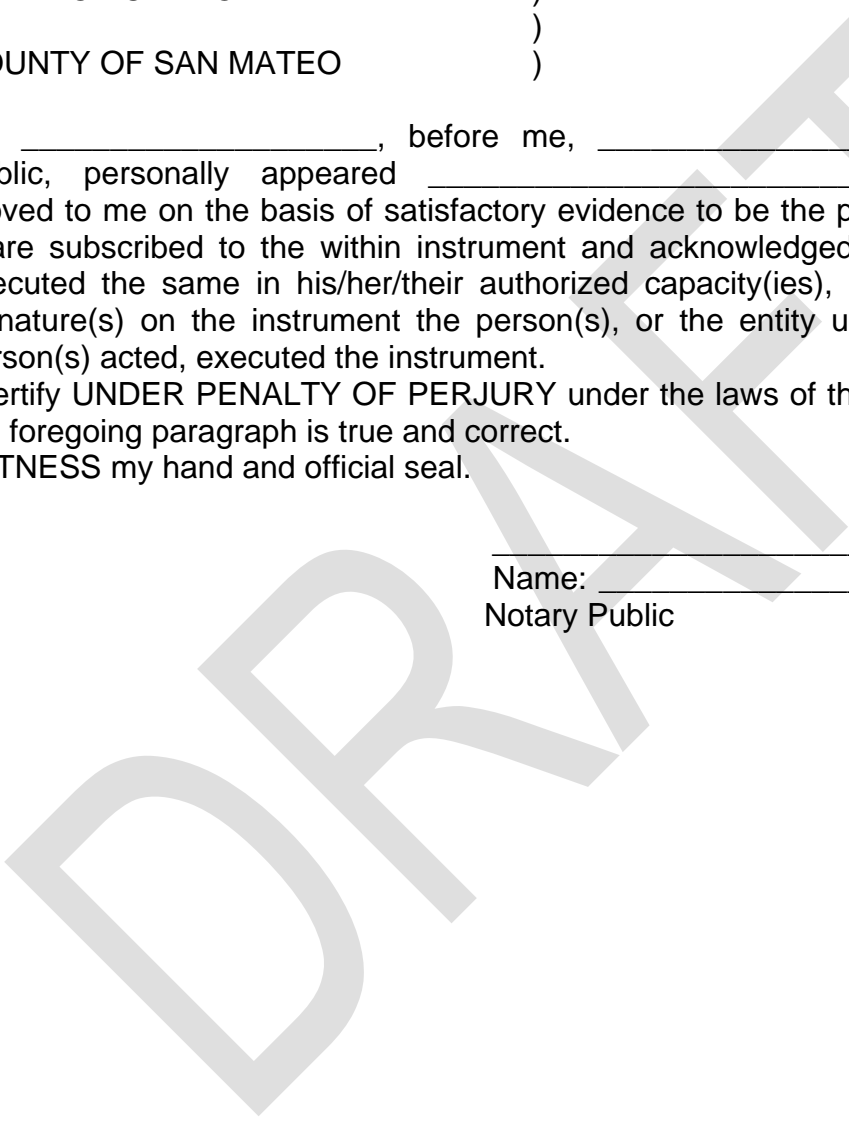


A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA                    )  
  )  
COUNTY OF SAN MATEO                )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  
I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public



**EXHIBIT A**  
**SITE PLAN OF PROPERTY**

DRAFT



**EXHIBIT B**

**LEGAL DESCRIPTION OF PROPERTY**

DRAFT

**EXHIBIT C**

**BMR HOUSING AGREEMENT**

*(Note: BMR Agreement included separately as part of August 28, 2017 Planning Commission packet)*

DRAFT

**EXHIBIT D**

**PUBLIC USE AGREEMENT**

DRAFT

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**

**MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT**

DRAFT

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**Exhibits:**

- Exhibit A: Legal Description of the Property
- Exhibit B: Site Plan of Project Showing Plaza

## **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 **THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**, a body having corporate powers under the laws of the State of California (“**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 having current addresses at 300-550 El Camino Real in the City of Menlo Park, California (“**Property**”) as more particularly described in Exhibit 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, Owner offered and agreed to provide certain public benefits to the City as specified in the Development Agreement.

D. Section 8 of the Development Agreement specifies that the Project will incorporate a privately owned and operated, publicly-accessible “**Plaza**” at Middle Avenue 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 Owner will make the Plaza 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 1  
CONSTRUCTION OF PLAZA**

Construction of the Plaza shall be completed substantially in conformance with the Project Approvals and all other state and local building codes, development standards, and ordinances, as they are made applicable to the Project by the Development Agreement, prior to City sign off of the building permit allowing occupancy of any residential unit in the Project.

**ARTICLE 2  
PUBLIC USE OF PLAZA**

2.1 Public Use of Plaza.

2.1.1 Subject to the restrictions identified in this Agreement, Owner hereby agrees to permit members of the public to use the Plaza for the purposes identified in Section 2.1.2, below, and to enter the Property for such purposes seven days a week from 6:00 a.m. to Midnight. Plaza hours may be extended at Owner's sole discretion to coincide with the hours of operation for tenants of the Project's commercial spaces. Owner reserves the right to temporarily close the Plaza due to construction, maintenance, or other improvement work or, at Owner's reasonable discretion, due to safety concerns or the disruptive behavior of Plaza users. Closures longer than five (5) consecutive days shall be subject to written City approval, which shall not be unreasonably withheld. If City fails to respond to any such request within ten (10) business days of its receipt, such temporary closure shall be deemed approved.

2.1.2 Permissible public uses of the Plaza include access and passive and community-centered outdoor activities. Passive activities may include, but are not limited to, the use and enjoyment of public seating, an interactive fountain, game areas, and retail carts and sales areas authorized by Owner. Passive use includes small informal gatherings. Community-centered activities may include, but are not limited to, art, music, dance, drama, comedy, pet, and bike safety events and shows; seasonal festivities/holiday celebrations; community workshops; and fitness activities, including, but not limited to tai chi, yoga and boot camp

2.1.3 Members of the public utilizing the Plaza shall comply with all applicable federal, state, county and local laws, rules, and regulations and all reasonable rules and regulations for use of the Plaza adopted by Owner in consultation with City under Section 2.1.4 below.

2.1.4 Public use of the Plaza is conditioned on compliance with rules and regulations adopted as provided in this Section 2.1.4. At least ninety (90) days prior to the public's first use of the Plaza, the Parties shall meet and confer to approve written, detailed rules and regulations for use of the Plaza by the public. If City and Owner do not agree on the rules and regulations for use of the Plaza, Owner shall have the final authority to adopt reasonable rules and lawful rules and regulations, so long as those rules and regulations do not discriminate between members of the public, and residents or tenants and do not defeat the purpose and intent of the public space as described in the Specific Plan. Either Party subsequently may propose amendments to the adopted rules and regulations, subject to Owner's final authority to adopt reasonable, lawful rules and regulations. The Parties hereby agree that Owner shall have the right

to take all appropriate action and impose such rules and regulations as are reasonable and lawful, including requiring prior approval by Owner, to ensure that activities in the Plaza proposed by members of the public do not conflict with the daily operation of the Project and have secured any required governmental permits.

2.1.5 Owner reserves the right to exclude members of the public from any portion or portions of the Plaza that a tenant or tenants of commercial spaces within the Project leases for outdoor food service, dining, alcoholic beverage service, entertainment, retail sales, or any other outdoor use that may facilitate successful operation of the commercial portion of the Project. Areas within the Plaza affected by this provision are subject to change as tenant desires, needs, and interests change.

2.1.6 Owner reserves the right to undertake any and all additional activities that are not inconsistent with, and that do not unreasonably interfere with, the public use of the Plaza granted by this Agreement, including, but not limited to, operating and maintaining the Plaza and improvements within it; placing improvements and barriers within the Plaza to enhance the Plaza's function and security; using the Plaza for pedestrian routes crossing the Plaza; engaging in tree planting; and accessing utilities.

## 2.2 Maintenance.

Owner shall be responsible for the maintenance, repair and replacement, at its sole cost, of the Plaza and all improvements located thereon, 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 laws. Members of the public may be required to remove litter and other objects brought onto the Property. Owner may also require specific members of the public who are known to have caused damage to reimburse Owner for the actual cost of repairing damage done to the Plaza caused by use of the Property, excluding damage attributed to ordinary wear and tear.

## **ARTICLE 3 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 8 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 4 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 has been provided 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 13 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 5 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 5 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 6**  
**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 7**  
**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:                   Stanford University  
                              Vice President, Land, Buildings & Real Estate  
                              3160 Porter Drive, Suite 200  
                              Palo Alto, CA 94304  
                              Attention: Robert C. Reidy

With a copy to:

Stanford University  
Vice President and General Counsel  
P.O. Box 20386  
Stanford, CA 94305  
Attention: Debra Zumwalt

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 8 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 Plaza 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 to implement the provisions of the Development Agreement. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

8.9 Recordation of Termination.

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.

8.11 Not a Public Dedication.

Except as expressly provided herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of the Plaza or any other portion of the Property to the general public or for any public purpose whatsoever, it being the intention of the Parties that the Agreement shall be limited to and for the purposes herein expressed.

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

**OWNER:**

THE BOARD OF TRUSTEES OF THE  
LELAND STANFORD JUNIOR UNIVERSITY,  
a body having corporate powers under the laws of  
the State of California

By:

\_\_\_\_\_  
Robert C. Reidy, Vice President Land,  
Buildings & Real Estate

Date:

**CITY:**

CITY OF MENLO PARK,  
a California municipal corporation

By:

\_\_\_\_\_  
Alex D. McIntyre, City Manager

Date:

EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY

DRAFT

EXHIBIT B  
SITE PLAN OF PROJECT SHOWING PLAZA

DRAFT

B-1

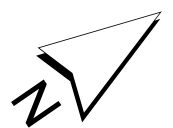


**PROJECT  
LOCATION**



**CITY OF MENLO PARK**  
 LOCATION MAP  
 MIDDLE PLAZA AT 500 EL CAMINO REAL

DRAWN: TAS CHECKED: CDS DATE: 8/28/17 SCALE: 1" = 300' SHEET: 1





July 27, 2017

**MIDDLE PLAZA AT 500 EL CAMINO REAL  
REVISED PROJECT DESCRIPTION****January 26, 2017****Revised May 19, 2017****Revised July 27, 2017****Background**

Stanford University is proposing to redevelop the properties currently addressed 300 through 550 El Camino Real, which is an 8.4-acre site that is part of the "Menlo Park El Camino Real / Downtown Specific Plan" area. The property is near the Menlo Park and Palo Alto Caltrain stations, and also within close proximity to Safeway and other neighborhood amenities.

The project parcels are included in the Specific Plan's "ECR SE" zoning district and have an "El Camino Real Mixed Use" land use designation. The existing buildings (former auto dealerships) and site features will be replaced with a new mixed-use development consisting of housing, offices, and retail.

The proposal adheres to the Specific Plan's "Base" level standards, which were established to achieve inherent public benefits, such as the redevelopment of underutilized properties, the creation of more vitality and activity, and the promotion of healthy living and sustainability. The proposal is required to comply with the Specific Plan's detailed standards and guidelines, which include requirements to limit building mass (particularly on the upper floors), encourage articulation and architectural interest, provide wider sidewalks, and mandated LEED Silver compliance.

The project will require the following approvals from the City of Menlo Park:

- Certification of an Infill Environmental Impact Report (Draft Infill EIR) to analyze the potential environmental impacts of the proposed project.
- Architectural Control for compliance with Specific Plan standards and guidelines for a mixed-use development consisting of office, retail, and residential uses on a 8.4-acre site, with a total of approximately 10,000 square feet of retail/restaurant, approximately 144,000 square feet of non-medical office, and 215 residential units;
- Heritage Tree Removal Permits to permit the removal of 19 heritage trees and 2 street trees associated with the proposed project;
- Below Market Rate (BMR) Housing Agreement for compliance with the City's Below Market Rate Housing Program;
- Development Agreement for a financial contribution to the City of Menlo Park towards the design and construction of a grade-separated pedestrian/bicycle crossing at Middle Avenue; and
- Lot Line Adjustment/Lot Merger to modify existing lot lines for the construction of the new structures.

**Middle Plaza**

One of the significant elements of our proposed development is the provision of a publically accessible but privately owned and maintained plaza. This plaza, approximately one-half acre in size, will provide open space with seating, drought tolerant landscaping and a vital connection from the El Camino

Real/Middle Avenue intersection to the City's planned grade-separated crossing under the Caltrain railroad tracks. The plaza at Middle Avenue provides additional open space amenity to both the community and the private development.

**Concept behind the Plaza:**

The Middle Plaza was designed to meet the intent and guidelines established in the adopted "Menlo Park El Camino Real/Downtown Specific Plan".

Per the Specific Plan (page D45- 46), the intent of the plaza is as follows:

- Provide publicly-accessible open space amenities on the east side of El Camino Real at the intersection of Middle Avenue.
- Provide a grade-separated pedestrian and bicycle linkage across the railroad connecting the Middle Avenue plaza with Alma Street/Burgess Park. The final configuration of such a linkage will depend on the final configuration of the high-speed rail.

The character of our future plaza is also consistent with the Specific Plan, which states:

- Publicly-accessible open space/plaza providing seating and places for small informal gatherings.
- Pedestrian and bicycle connection associated with publicly-accessible open space.

Based on the intent and character of the plaza as outlined in the specific plan, Stanford anticipates two levels of activity (passive and community) in the plaza area.

**Passive Activities:**

Passive activities would be operated and maintained by either day porters employed by the residential complex and/or by the retail and office uses that occupy Office Building #1. These would typically be daytime uses or would be taken down and stored at the end of the retail business's normal hours of operation. These uses are both passive and informal, and can change throughout the life of the project as the user's needs and interests evolve. These uses could be:

- Casual public seating
- Interactive fountain
- Book and Coffee carts
- Outdoor workspace/reading areas
- People watching
- Chess/Checkers/Cornhole game area
- Outdoor dining in dedicated areas in association with adjacent food service
- Outdoor sales in dedicated areas in association with adjacent retail

**Community Activities**

Unlike the passive activities, community-centered activities require advance preparation and planning, and serve a larger community beyond residents and users of the businesses around the plaza. These uses could be:

- Art Shows
- Music Events

- Dance Performances or Events
- Drama/Comedy performances
- Pet Shows
- Bike Safety Events
- Seasonal festivities/Holiday celebrations
- Community Workshops
- Tai Chi/Yoga
- Fitness Boot camps

As noted above, communities activities require more advance planning, and in some cases, may require specific permits from the City of Menlo Park. Community activities, especially those that may attract a large number of attendees, would require advance notice to residential and tenants to inform them of upcoming events so that parking and circulation concerns can be addressed. The property manager of the project will arrange or negotiate with outside parties who wish to use the plaza for an event in order to coordinate these outside activities so that they do not conflict with the daily operation of the residential complex, retail tenants, and the operation of the offices.

#### **Creation of a Public Access Easement over the Plaza**

Prior to occupancy of the adjacent Office Building #1, Stanford intends to create a public access easement (PAE) for use and enjoyment by the general public on, over and across the Middle Plaza. A separate "Easement and Maintenance Agreement" between the City of Menlo Park and Stanford University will be recorded concurrently with the PAE easement. Stanford will continue to own and maintain the underlying property. Stanford reserves all rights that are not inconsistent with, and that do not unreasonably interfere with the easement, including but not limited to:

- Outdoor dining in dedicated areas in association with adjacent food service
- Outdoor sales in dedicated areas in association with adjacent retail
- Stanford's right to access utilities;
- For pedestrian routes crossing the easement area; and
- For tree planting, fountain and landscape maintenance.

This grant of easement conveys no rights affecting the use of Stanford's lands that are not included in the plaza area, and Stanford reserves the right to use lands outside the easement area in any lawful manner.

Any public access easement established at Middle Plaza is not deemed to be a gift or dedication of the plaza area. The easement area over Middle Plaza will be limited to and for the purposes outlined in this memo.

#### **Use and Closure of the Plaza**

The public's right to use the plaza is extended to coincide with hours of operation related to the retail uses in the adjacent Office building #1. The easement area may be used by the general public for passive and community activities as outlined throughout this project description. The plaza area shall be open to the public, at minimum, from 6 AM to Midnight, seven days a week. Stanford, as the owner and operator of the plaza, reserves the right to adjust the hours of operation as use of the plaza and adjacent retail evolves over time. Stanford will also reserve the right to temporarily close the plaza for construction or other work of improvements or, at Stanford's reasonable discretion, due to disruptive behavior of users or people visiting the plaza area or safety concerns.

The right of the public to use the plaza is subject to compliance with rules established by Stanford from time to time in consultation with City, as the same may be subsequently amended.

Stanford proposes to place the main access pathway to the grade-separated Caltrain crossing along the south side of Middle Plaza. Depending on the hours of operation of the future crossing, the hours of operation of this pathway may differ from the hours for the rest of Middle Plaza. Stanford plans to use a combination of bollards, planters and/or fences to delineate Middle Plaza and various areas within it for purposes of function and security. As planning for the Caltrain crossing proceeds, Stanford will also work with the City to promote the comfort and safety of all Middle Plaza users.

### **Maintenance Responsibilities**

Stanford will maintain, repair and replace, or cause to be maintained, repaired and replaced, the plaza area, and all improvements, including lighting, hardscaping and landscaping, located thereon, in first class condition and repair and in compliance with the Maintenance Standards.

The following standards will be complied with by Stanford and its maintenance staff, contractors and subcontractors:

- a. Maintain the surface of all pedestrian areas level, smooth and evenly covered with the type of surfacing material originally installed or substitute materials as will be in all respects equal thereto or better in quality, appearance and durability;
- b. Remove all papers, debris, filth and refuse, and sweep, wash down and/or clean all hard surfaces, including brick, metal, concrete, glass, wood and other permanent poles, walls or structural members as required;
- c. Maintain such appropriate entrance, fountain, exit and directional signs, markers and lights as shall be reasonably required;
- d. Clean lighting fixtures and re-lamp and/or re-ballast as needed;
- e. Maintain, repair and replace and keep in first-class condition all benches, planters, trash containers, and other exterior elements, if any;
- f. Maintain, repair and replace all fountains and associated plumbing;
- g. Provide adequate security lighting in all areas during periods of unrestricted public access, and maintain, repair and replace all security and decorative light fixtures and associated wiring systems;
- h. Maintain, repair and replace all surface and storm lateral drainage systems;
- i. Promptly remove any graffiti on or about the Easement Area;
- j. Perform landscape maintenance including watering/irrigation, fertilization, pruning, trimming, shaping, and replacement, as needed, of all trees, shrubs, grass, and other plants or plant materials, weeding of all plants, planters and other planted areas, staking for support of plants as necessary, and clearance, cleaning and proper disposal of all cuttings, weeds, leaves and other debris; and
- k. Perform other maintenance as required by law.

### **Residential Component**

The residential component of the project will consist of four residential buildings connected by walkways. The project proposes 215 rental units located in 305,130 gross square feet.

Forty-eight percent (48%) of the apartments will be all one-bedroom (or one bedroom with den) units and fifty-two percent (52%) of the apartments will be two-bedroom (or two bedroom with den) units.

The one-bedroom units range in size from approximately 735 to 900 square feet, while the two bedroom units range in size from approximately 960 to 1,325 square feet. (NOTE: These numbers are approximate and subject to minor adjustments as the project continues to be refined due to ongoing review and input.)

Stanford will establish a system that will give priority to eligible Stanford faculty and staff first and then to the general public.

### **Residential Amenities**

The interior amenity space within the residential component is geared toward providing on-site convenience to the residents. These facilities include:

- A state-of-the art fitness center, swimming pool and spa;
- A library/business center with high speed “Wi-Fi” and remote conference technology, which will allow residents to work remotely or take advantage of flexible work hours. This area will be designed as part of the project’s overall Transportation Demand Management (TDM) program to reduce single-occupancy drivers during peak morning and evening commute times;
- Do-it-yourself bicycle repair stands offer an air pump and basic tools for bicycle commuters and residents;
- A community workshop area to allow residents space to work on hobbies and projects;
- Outdoor cooking and dining facilities; and
- Outdoor work spaces

The design of the residential buildings will create a private interior courtyard, including a swimming pool, within a landscaped environment. Lush tranquil interior and perimeter courtyards for the residences are designed to buffer the residents from the adjacent activities on El Camino Real and the Caltrain railroad tracks. Residents will have individual private decks or patios. Rooftop terraces serving as outdoor gathering spaces will be located on upper floors.

### **Residential Architecture**

The residential architecture is inspired by traditional California craftsman design. The architectural design, structured by refined detail finishes and community amenities will provide a new style of apartment living in Menlo Park. The residences are a contemporary interpretation of a design that reflects handcrafted details, possesses a distinct individuality, is constructed of high quality materials, and created with a careful attention to detail. The richness of materials, colors, and details are critical to the successful execution of this architectural style. From the front porches and overlooking verandas, to the graceful terracing of the building, to the public plazas and gardens, the residences are designed to be a welcoming unique place for both its residents and the Menlo Park community.

### **Office Component**

Three buildings across the site will make up the office component of the project, with a total of 143,226 square feet devoted to general commercial office uses. No medical professional offices are proposed. The buildings are three and four stories in height and step back from El Camino Real in conformance with the Specific Plan requirements.

*Mixed Use Building 1 (Also referred to as Office 1 + Retail)*

As mandated by the Menlo Park El Camino Real/Downtown Specific Plan, the first floor of Building 1 will contain a minimum of 10,000 square feet of shops and/or cafes. This retail space is intended to both activate the plaza, and integrate it with passive and community activities that will take place in the plaza. This first floor space could have a variety of uses from coffee shops, restaurants and eateries to, bike shops and fitness studios. A portion of the adjacent plaza has been reserved for outdoor dining and outdoor sales in association with adjacent retail. Above the retail space, approximately 24,500 square feet of offices are located on the second and third floors.

#### *Office Building 2*

Office building 2 is an articulated three-story building with a total area of approximately 88,600 square feet. This building is located on the north side of the Cambridge Avenue entrance. The building's central feature is a courtyard plaza providing a visual break along El Camino Real. The building will also have rooftop terraces that face El Camino Real and the foothills in the distance.

#### *Office Building 3*

Office building 3 is a three-story building with a total area of approximately 30,000 square feet. The ground level of this building is surface parking, with the building façade designed to look like a three-story office building. This building is located on the south side of the Cambridge Avenue entrance and adjacent to the Stanford Park Hotel.

(NOTE: The square footages shown are approximate and subject to minor adjustments as the project continues to be refined due to ongoing review and input.)

### **Office Architecture**

The architectural concept for these buildings is to reflect the look, feel and quality of Menlo Park. Neighborhood character is further promoted by the use of highly articulated architecture, buildings that address El Camino, with balconies and building entrances that embrace the outdoors.

The architectural style is a contemporary interpretation of Mission Revival, an early 20th century mainstay of California downtowns that will blend nicely with the adjacent residential architecture. This modern interpretation preserves the romantic character of this very humanistic approach to building. These buildings introduce a more modern update in the use of materials, lack of ornamentation, and attention to detail, while achieving a strong pedestrian scale. Windows are scaled to suggest the uses within, massing pushes in and out to create interesting interior spaces while helping model the facades. Materials that are used provide the opportunity to pronounce color, detail, warmth and variety. Light building colors will contrast with modern, zinc roofing materials. Accent elements will include the use of natural stone, ceramic ornaments and modern wrought iron artistic features.

A major aspect of this architecture style is the use of the roofs for usable outdoor spaces. Offices open onto large upper floor terraces, providing the opportunity for outdoor meetings and activation of the buildings as experienced from the street. These buildings connect to their users, to those passing by, to their immediate environment, and help establish a new pedestrian sense of scale along El Camino Real. The northern-most building will house retail on the first floor, opening out onto the large, public Middle Plaza. This building can accommodate a variety of retail uses to reflect the retail needs and character of Menlo Park. These uses will help enliven Middle Plaza as they will be encouraged to include outdoor seating and allow their uses to spill out onto the plaza.

### **Project Access and Parking**

The project site is adjacent to El Camino Real. The primary access points for the project will be at two signalized intersections, Middle Avenue at El Camino Real and Cambridge Avenue at El Camino Real. Consistent with the El Camino Real/Downtown Specific Plan and related environmental documents, the project will complete the fourth leg of the signalized Middle Avenue and Cambridge Avenue intersections. The site design also allows for exiting the Stanford Park Hotel at Cambridge, allowing for those leaving the hotel to go southbound on El Camino, without having to make a U-turn at Cambridge. (Currently, hotel patrons leaving and wish to go southbound on El Camino Real need to make a U-turn at Cambridge.)

In addition to the two signalized intersections, there are two non-signalized entrances into the project. The most northern of these access points is located north of Middle Avenue, and provides a “right-in/right-out” opportunity. This northern entrance is located to serve a small surface parking area for the retail and commercial office opportunities located at Middle Plaza, as well as access to the underground parking garage. The second “right-in/right-out” entrance is located between the Middle Avenue and Cambridge Avenue intersections across from Partridge Avenue.

As proposed, the majority of the project parking will be provided in underground parking garages, allowing for ample open space throughout the project. There will be some surface spaces available for the retail node at Middle Plaza, as well as some short term loading and visitor spaces located around the residential and office buildings.

#### **Total Parking Supply: 930 Spaces**

- Residential parking spaces: 359 Spaces
- Parking for Office Buildings 1, 2, and 3: 509 spaces
- Parking for retail (The first floor of Office Building 1): 62 Spaces

There will be 153 surface parking spaces, and 777 spaces in the two parking garages. The project parking supply numbers shown are based on a shared parking analysis prepared by Fehr and Peers, and are subject to review and approval by the City of Menlo Park. Electric vehicle charging stations will be provided per City and CALGreen requirements. The numbers shown are subject to minor adjustments as the project continues to be refined due to ongoing review and input.

### **Bicycle Parking:**

A minimum of 268 bike parking spaces will be provided within the project as follows:

- Long Term (or Class I) Bicycle Spaces: 233 Bikes
- Short Term (or Class II) Bicycle Spaces: 34 Bikes

Also, an additional 33 short term bicycle parking spaces have been added to the plaza.

### **Community Outreach**

Stanford has held a series of community outreach events in an effort to invite input from the Menlo Park community our overall project layout, plaza design, and architectural elements. The primary outreach events were:

- February 3rd & February 5th, 2015

- Two Stakeholder focus groups were held with about two dozen participants to focus on what “Menlo Park character” meant.
- May 28 & 30, 2015 - Community Workshop/Open House
  - We held our first set of community public outreach meetings in spring 2015. We held one evening meeting for two hours, and followed up with a Saturday afternoon open house for four hours. Attendance was estimated to be over a hundred people between the two meetings.
- Fall 2015, Laurel School: "How Do Communities Change and Grow? A 3rd grade project based learning unit created by Laurel School, Menlo Park City School District
- November 5th and 7th 2015 - Open House
  - We held our second set of community public outreach meetings in the fall 2015. We held one evening meeting for two hours, and followed up with a Saturday afternoon open house for four hours. Attendance was estimated to be over a hundred people between the two meetings.
- March 16, 2017 Open House
  - This open house was to show the community our most recent plans in advance of filing an application with City. Attendance was estimated to be just under a hundred people at this meetings.
  -

**Other meetings:**

Presentation to the Sierra Club- October 28, 2013

Listening Lunch with Menlo Park Deserves Better Representatives- December 11, 2014



Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
<b>E.3.1 Development Intensity</b>					
E.3.1.01	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.	No commercial space	No commercial space	No commercial space	Base FAR = 1.17 (1.25 max) and Office FAR = 0.42 (0.625) max
E.3.1.02	Medical and Dental office shall not exceed one third of the base FAR or public benefit bonus FAR, whichever is	No medical or dental office	No medical or dental office	No medical or dental office	No medical or dental office
<b>E.3.2 Height</b>					
E.3.2.01	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.	Roof-mounted equipment is screened from view by parapets and roof elements.	Roof-mounted equipment is screened from view by parapets and roof elements.	Roof-mounted equipment is screened from view by parapets and roof elements.	Roof-mounted equipment is screened from view by parapets and roof elements.
E.3.2.02	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.	Vertical building projections extend less than the allowed 4 feet beyond the maximum building height. Projections are integrated in the roof design	Vertical building projections extend less than the allowed 4 feet beyond the maximum building height. Projections are integrated in the roof design	Vertical building projections extend less than the allowed 4 feet beyond the maximum building height. Projections are integrated in the roof design	Vertical building projections such as parapets and balcony railings do not exceed maximum façade or height.
E.3.2.03	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.	Roof-top elements at the elevator/stair core does not exceeds 14 feet beyond the maximum building height. This element is integrated into the roof design.	Roof-top elements at the elevator/stair core does not exceeds 14 feet beyond the maximum building height. This element is integrated into the roof design.	Roof-top elements at the elevator/stair core does not exceeds 14 feet beyond the maximum building height. This element is integrated into the roof design.	Stair and elevator towers do not exceed maximum building height.
<b>E.3.3 Setbacks and Projections within Setbacks</b>					
E.3.3.01	Front setback areas shall be developed with sidewalks, plazas, and/or landscaping as appropriate.	Sidewalks and landscape have been developed in the front setback.	Sidewalks and landscape have been developed in the front setback.	Sidewalks and landscape have been developed in the front setback.	Sidewalks and landscape have been developed in the front setback.
E.3.3.02	Parking shall not be permitted in front setback areas.	No parking occurs in the front setback	No parking occurs in the front setback	No parking occurs in the front setback	No parking occurs in the front setback
E.3.3.03	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.	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone
E.3.3.04	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.	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone
E.3.3.05	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.	Building projections do not extend beyond the maximum of 5 feet from the building face. (Building line is set at 14'-1" setback with no building projections forward of building	Building projections do not extend beyond the maximum of 5 feet from the building face. (Building line is set at 14'-1" setback with no building projections forward of building	Building projections do not extend beyond the maximum of 5 feet from the building face. (Building line is set at 14'-1" setback with no building projections forward of building	Building projections do not extend beyond the maximum of 5 feet from the building face
E.3.3.06	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.	The total area of all building projections does not exceed 35% of the primary building façade area.	N/A due to the fact that the building facade is further back from the setback line.	The total area of all building projections does not exceed 35% of the primary building façade area.	The total area of all building projections does not exceed 35% of the primary building façade area.
E.3.3.07	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.	All building canopies and projections are within the minimum setback lines	All building canopies and projections are within the minimum setback lines	All building canopies and projections are within the minimum setback lines	All building canopies and projections are within the minimum setback lines
E.3.3.08	No development activities may take place within the San Francisquito Creek bed, below the creek bank, or in the riparian	not applicable	not applicable	not applicable	not applicable
<b>E.3.4 Massing and Modulation</b>					
<b>E.3.4.1 Building Breaks</b>					
E.3.4.1.01	The total of all building breaks shall not exceed 25 percent of the primary façade plane in a development.	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%
E.3.4.1.02	Building breaks shall be located at ground level and extend the entire building height.	Please see Sheets A22.3 to A22.5 which show the location of the building breaks and how they are continuous from the	Please see Sheets A22.3 to A22.5 which show the location of the building breaks and how they are continuous from the	Please see Sheets A22.3 to A22.5 which show the location of the building breaks and how they are continuous from the	Building breaks are located at ground level and extend the entire building height. See Sheets A14.1-A14.9 for detailed compliance diagrams.
E.3.4.1.03	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.	The project is located in the ECR-SE zone. The recess between Building A & C is 64'-7" wide and 40' deep.	The project is located in the ECR-SE zone. The recess between Building A & C is 64'-7" wide and 40' deep.	The project is located in the ECR-SE zone. The recess between Building A & C is 64'-7" wide and 40' deep.	The office buildings comply with the building break requirements of the ECR-SE zone. See sheet A2.2 for an illustration of the building breaks.

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E.3.4.1.04	Building breaks shall be accompanied with a major change in fenestration pattern, material and color to have a distinct treatment for each volume.	The detailing of the roof awning, deck railing and color block changes at the building breaks. Forms and fenestration patterns are similar between buildings A and B. Changes occur in material differences (i.e. siding and stucco to shingles and brick) and in color	The detailing of the roof awning, deck railing and color block changes at the building breaks	The detailing of the roof awning, deck railing and color block changes at the building breaks	Building breaks for the office buildings are further defined by changes in fenestration and varying architectural features. Building forms vary as well as use of some details such as ceramic tile arches and arched windows and metal screens at building 3.
E.3.4.1.05	In all districts except the ECR-SE zoning district, building breaks shall be required as shown in Table E3.	N/A- property is in the ECR SE zone.	N/A- property is in the ECR SE zone.	N/A- property is in the ECR SE zone.	N/A- property is in the ECR SE zone.
E.3.4.1.06	In the ECR-SE zoning district, and consistent with Table E4 the building breaks shall: <ul style="list-style-type: none"> <li><input type="checkbox"/> Comply with Figure E9;</li> <li><input type="checkbox"/> Be a minimum of 60 feet in width, except where noted on Figure E9;</li> <li><input type="checkbox"/> Be a minimum of 120 feet in width at Middle Avenue;</li> <li><input type="checkbox"/> Align with intersecting streets, except for the area between Roble Avenue and Middle Avenue;</li> <li><input type="checkbox"/> 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.</li> <li><input type="checkbox"/> Extend through the entire building height and depth at Live Oak Avenue, Roble Avenue, Middle Avenue, Partridge Avenue and Harvard Avenue; and</li> <li><input type="checkbox"/> <i>Include two publicly-accessible building breaks at Middle Avenue and Roble Avenue.</i></li> </ul>	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Building breaks extend through the entire building height and depth at Middle Avenue and Partridge	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Building breaks extend through the entire building height and depth at Middle Avenue and Partridge	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Building breaks extend through the entire building height and depth at Middle Avenue and Partridge Avenue	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Building breaks extend through the entire building height and depth at Middle Avenue and Partridge Avenue as required. See Plan Sheet A2.2
E.3.4.1.07	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.	The required building break at Middle Avenue exceeds the minimum required width of 120'. The roadway into the project is aligned with the Middle Avenue intersection. Middle Plaza contains landscaping, seating, shade trees with opportunities for retail uses to spill out onto the	not applicable	not applicable	The required building break at Middle Avenue exceeds the minimum required width of 120'. The roadway into the project is aligned with the Middle Avenue intersection. Middle Plaza contains landscaping, seating, shade trees with opportunities for retail uses to spill out onto the plaza.
E.3.4.1.08	In the ECR-SE zoning district, the breaks at Live Oak, Roble, Middle, Partridge and Harvard Avenues may provide vehicular access.	There is a publicly-accessible building break at Middle	There is a publicly-accessible building break at Partridge	There is a publicly-accessible building break at Partridge	The Middle Avenue break provides vehicular access.
<b>E.3.4.2 Façade Modulation and Treatment</b>					
E.3.4.2.01	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 <b>minor vertical façade modulation</b> 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.	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2'	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2'	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2'	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2' deep x 5' wide recess.
E.3.4.2.02	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 <b>major vertical façade modulation</b> 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.	The façade lengths are broken up as specified. The façade lengths are 89'-6" and 85'-6" between break-ups, and 22'-1" x 8' recess. Residential buildings' major modulations have been met. On compliance plan sheets, some major modulations are noted as minor modulations but recesses meet 6' by 20' recess	N/A Less than 100' long	The façade lengths are broken up as specified. The façade lengths are 86'-6", 96'-8" between break-ups, and 22'-1" x 7'-9" recess.	Modulation of the façade occurs as required with maximum facades lengths not exceeding 100' without a major modulation. Major modulations are a minimum of 6' deep and 20' wide and extend for the full height of the building.
E.3.4.2.03	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.	The element providing the break-up in the façade modulation has a change in height and fenestration pattern and materials.	The element providing the break-up in the façade modulation has a change in height and fenestration pattern and materials.	The element providing the break-up in the façade modulation has a change in height and fenestration pattern and materials.	The element providing the break-up in the façade modulation has a change in height and fenestration pattern. Variation occurs at or adjacent to major modulations in building form (e.g. use of gable at building 2 at or next to modulation) and in some cases use of arched windows or awnings (e.g. at building 2 and building 1 facing the plaza). Building colors, materials and fenestration patterns generally do not vary at or adjacent to building modulations, although in some cases such as at building 3 ceramic tile is used on wall face to create variation adjacent the major modulation. Changing stucco colors at major

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E.3.4.2.04	Minor façade modulation may be accompanied with a change in fenestration pattern, and/or material, and/or color, and/or height.	The minor façade modulation has a change in height and fenetration pattern and	The minor façade modulation has a change in height and fenetration pattern and	The minor façade modulation has a change in height and fenetration pattern and	The minor façade modulation has a change in height and fenetration pattern. Changes at minor facade modulations are generally form or height related.
E.3.4.2.05	Buildings should consider sun shading mechanisms, like overhangs, <i>bris soleils</i> and clerestory lighting, as façade articulation strategies.	Balcony and roof overhangs provide sun shading	Balcony and roof overhangs provide sun shading	Balcony and roof overhangs provide sun shading	Offices use trellis and awnings as façade articulation strategies.
<b>E.3.4.3 Building Profile</b>					
E.3.4.3.01	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.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.
E.3.4.3.02	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.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	The office buildings do not have any horizontal building components that extend beyond the 45-degree builing profile line.
E.3.4.3.03	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.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	The office buildings do not have any vertical building components that extend beyond the 45-degree builing profile line.
E.3.4.3.04	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.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	The office buildings do not have any roof top building components that extend beyond the 45-degree builing profile line.
<b>E.3.4.4 Upper Story Façade Length</b>					
E.3.4.4.01	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.	ECR building façade doesn't exceed 38' façade height.	ECR building façade doesn't exceed 38' façade height.	ECR building façade doesn't exceed 38' façade height.	Building stories above the 38' façade height do not exceed 175' in length along a public right-of-way or
<b>E.3.5 Ground Floor Treatment, Entry and Commercial Frontage</b>					
<b>Ground Floor Treatment</b>					
E.3.5.01	The retail or commercial ground floor shall be a minimum 15-foot floor-to-floor height to allow natural light into the space.	not applicable	not applicable	not applicable	Ground floor of office 1, 2 & 3 are 15 feet from floor to
E.3.5.02	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	not applicable	not applicable	not applicable	Ground floor of office 1, 2 & 3 have over 50% transparency and use clear vision glass for the
E.3.5.03	Buildings should orient ground-floor retail uses, entries and direct-access residential units to the street.	Residential units along the street frontages have direct	Residential units along the street frontages have direct	Residential units along the street frontages have direct	Retail uses are oriented to streets and public plaza.
E.3.5.04	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.	Landscape enhances the building streetscape.	Landscape enhances the building streetscape.	Landscape enhances the building streetscape.	Ground floor of office 1 provides retail stores. Ground floor of office 2 and 3 is office use with interesting building design and enhanced landscaping.
E.3.5.05	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.	Amenity space engages the street along ECR with covered trellis seating area	Amenity space engages the street along ECR with covered trellis seating area	Amenity space engages the street along ECR with covered trellis seating area	Not applicable for office buildings.
E.3.5.06	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.	Blank walls have been avoided	Blank walls have been avoided	Blank walls have been avoided	Blank walls have been avoided
E.3.5.07	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.	At present ground floor entries are shown at 18" above the ground level to address accessibility issues.	At present ground floor entries are shown at 18" above the ground level to address accessibility issues.	At present ground floor entries are shown at 18" above the ground level to address accessibility issues.	Not applicable for office buildings.
E.3.5.08	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.	The combination of recessed window, balconies, and canopies provide interest and	The combination of recessed window, balconies, and canopies provide interest and	The combination of recessed window, balconies, and canopies provide interest and	The office buildigs combine a number of architectural features including arcades, trellises, recessed windows, and awnings to add interest and shade at
<b>Building Entries</b>					
E.3.5.09	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.	The primary entry between Building A & C is prominent, and interestingly landscaped and leads to courtyard beyond. The elevated bridge between Buildings A & C provide	The primary entry between Building A & C is prominent, and interestingly landscaped and leads to courtyard beyond. The elevated bridge between Buildings A & C provide	The primary entry between Building A & C is prominent, and interestingly landscaped and leads to courtyard beyond. The elevated bridge between Buildings A & C provide	All main entries for the office buildings are oriented toward a public open space or the public street
E.3.5.10	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.	Entry areas are identified by the stool, planter and unique details and are recessed along	Entry areas are identified by the stool, planter and unique details and are recessed along	Entry areas are identified by the stool, planter and unique details and are recessed along	Entry areas are identified by architectural features and massing unique to the building façade
E.3.5.11	Multiple entries at street level are encouraged where appropriate.	Multiple entries occur	Multiple entries occur	Multiple entries occur	Multiple entries are used for retail stores of office building 1 at street level.

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E.3.5.12	Ground floor residential units are encouraged to have their entrance from the street.	Residential units along ECR have street-facing entry areas	Residential units along ECR have street-facing entry areas	Residential units along ECR have street-facing entry areas	Not applicable for office buildings.
E.3.5.13	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.	Stoops and entry steps occur at the individual unit entries, with adjacent landscaping	Stoops and entry steps occur at the individual unit entries, with adjacent landscaping	Stoops and entry steps occur at the individual unit entries, with adjacent landscaping	Not applicable for office buildings.
E.3.5.14	Building entries are allowed to be recessed from the primary building façade.	Typically recessed 4'-6"	Typically recessed 4'-6"	Typically recessed 4'-6"	Building entries typically have a 1'-0" recess
<b>Commercial Frontage</b>					
E.3.5.15	Commercial windows/storefronts shall be recessed from the primary building façade a minimum of 6 inches	not applicable	not applicable	not applicable	All ground floor windows and storefronts are recessed between 8" and 12" at the office buildings. Retail doorways are recessed a minimum of 2'-0"
E.3.5.16	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.	not applicable	not applicable	not applicable	The retail frontage has a minimum of 50% transparency with clear vision glass
E.3.5.17	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.	not applicable	not applicable	not applicable	Ground floor storefront design is consistent with the overall building design. The arch top windows contribute to establishing a well defined ground floor. See A15.1 to A15.6.
E.3.5.18	The distinction between individual storefronts, entire building façades and adjacent properties should be maintained.	not applicable	not applicable	not applicable	Retail storefronts and office building entries have additional architectural features that make them stand out from the balance of the façade. Storefronts at building 1 sit behind one-story porches/colonnades. Some ground floor street fronting windows at office building 2 have arched openings and ceramic tile at
E.3.5.19	Storefront elements such as windows, entrances and signage should provide clarity and lend interest to the façade.	not applicable	not applicable	not applicable	Retail storefronts and office building entries have additional architectural features that make them stand out from the balance of the façade. Tenant signage adds an additional layer of clarity.
E.3.5.20	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.	not applicable	not applicable	not applicable	Typical storefront bay size is 20 feet or less.
E.3.5.21	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.	not applicable	not applicable	not applicable	All individual retail uses have direct access from the public sidewalk or plaza.
E.3.5.22	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 out- swinging doors and offer the opportunity for interesting paving patterns, signage and displays.	not applicable	not applicable	not applicable	Recessed doorways for retail uses in office building 1 are minimum of two feet in depth.
E.3.5.23	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.	not applicable	not applicable	not applicable	No shutters are proposed
E.3.5.24	Storefronts should not be completely obscured with display cases that prevent customers and pedestrians from seeing	not applicable	not applicable	not applicable	Storefronts will not be obscured with display cases
E.3.5.25	Signage should not be attached to storefront windows.	not applicable	not applicable	not applicable	Signage will be building mounted and not on storefront windows
<b>E.3.6 Open Space</b>					
E.3.6.01	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.	Total open space required @100 sf/unit = 21500 sf. Courtyard open space is 22728 SF. See Unit plans and unit data (sheet A21.1) for private open spaces. Many units have private decks or terraces but their sizes and depths vary.	Total open space required @100 sf/unit = 21500 sf. Courtyard open space is 22728 SF	Total open space required @100 sf/unit = 21500 sf. Courtyard open space is 22728 SF	Not applicable for office buildings.
E.3.6.02	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.	Please see sheet A3.2 for calculation of both common and private open space. Only uncovered portions of 2nd floor decks (below 16') above the ground level were counted as space. The remaining open space is all at ground level.	Please see sheet A3.2 for calculation of both common and private open space. Only uncovered portions of 2nd floor decks (below 16') above the ground level were counted as space. The remaining open space is all at ground level.	Please see sheet A3.2 for calculation of both common and private open space. Only uncovered portions of 2nd floor decks (below 16') above the ground level were counted as space. The remaining open space is all at ground level.	Not applicable for office buildings.
E.3.6.03	Private and/or common open spaces are encouraged in all developments as part of building modulation and articulation to enhance building façade.	Private open space in way of balconies at street frontages create building modulation	Private open space in way of balconies at street frontages create building modulation	Private open space in way of balconies at street frontages create building modulation	Private open space is provided on office building balconies above the 1st floor. Balconies are created by building setback requirements and modulation.
E.3.6.04	Private development should provide accessible and usable common open space for building occupants and/or the general public.	Common open space off of Middle Avenue is open to the general public	Common open space off of Middle Avenue is open to the general public	Common open space off of Middle Avenue is open to the general public	Common open space is provided at all office buildings; at Middle Plaza for building 1, building 2 entry courtyard and building 3 entry plaza.

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E.3.6.05	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.	Private open spaces are a deck or patio outside of living area and act as an extension of the living space	Private open spaces are a deck or patio outside of living area and act as an extension of the living space	Private open spaces are a deck or patio outside of living area and act as an extension of the living space	Not applicable for office buildings.
E.3.6.06	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.	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long. Low landscape and potted landscape along street side of sidewalks shown. Low landscape, planters, and small to medium sized trees spaced at various distances placed along building side of sidewalk with higher concentration of trees near building breaks. See	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long.	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long.	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long. See L3.1 for sidewalk adjacent planting at building 1, L3.4 at building 2, and L3.5 at building 3. Low planting at planter strip adjacent street edge and between office building 2 and sidewalk. Existing street trees, where shown and windmill palms added at planting strip office building 1 and building side of sidewalk at office building 2.
E.3.6.07	Landscaping of private open spaces should be attractive, durable and drought-resistant.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.
<b>E.3.7 Parking, Service and Utilities</b>					
<b>General Parking and Service Access</b>					
E.3.7.01	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.	Curb cuts have been minimized	Curb cuts have been minimized	Curb cuts have been minimized	Driveway entrances to the sites have been limited to provide adequate access without the need for multiple curb cuts. The two primary points of entry are located at existing signalized intersections
E.3.7.02	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.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	All entrances to below grade parking are from within the site and not direct from the public street
E.3.7.03	When feasible, service access and loading docks should be located on secondary streets or alleys and to the rear of the building.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	Service access is internal to the site with no additional curb cuts along the street
E.3.7.04	The size and pattern of loading dock entrances and doors should be integrated with the overall building design.	Loading/delivery area appears as a vertical Building break	Loading/delivery area appears as a vertical Building break	Loading/delivery area appears as a vertical Building break	Service and deliveries will be received at the building lobbies, no loading docks provided.
E.3.7.05	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.	1 loading zone between building A & B along rear of property	1 loading zone between building A & B along rear of property	2 loading zone between building A & B along rear of property	Not applicable.
E.3.7.06	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 complete guidelines regarding landscaping in parking areas.	6 street parking spaces provided adjacent to community plaza in landscaped	No street parking spaces provided at bldg. B	No street parking spaces provided at bldg. C	Surface parking will be visually attractive, address security and safety concerns and incorporates canopy trees for shade.
<b>Utilities</b>					
E.3.7.07	All utilities in conjunction with new residential and commercial development should be placed underground.	Acknowledged	Acknowledged	Acknowledged	All planned utilities are below grade with pad mounted equipment at grade.
E.3.7.08	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.	Gas meters are screened from public view. Please refer to the landscape drawing for screening of other utility	Gas meters are screened from public view. Please refer to the landscape drawing for screening of other utility	Gas meters are screened from public view. Please refer to the landscape drawing for screening of other utility	All above grade utilities such as transformers and backflows will be screened.
<b>Parking Garages</b>					
E.3.7.09	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."	Bicycle Parking provided 91 spaces	Bicycle parking 124 spaces provided	Bicycle parking 124 spaces provided	Secure bicycle parking is provided within the 1st level of parking for each office building.
E.3.7.10	Parking garages on downtown parking plazas should avoid monolithic massing by employing change in façade rhythm, materials and/or color.	Not Applicable - Garage is below grade	Not Applicable - Garage is below grade	Not Applicable - Garage is below grade	Not Applicable - Garage is below grade
E.3.7.11	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.	Garage is below grade	Garage is below grade	Garage is below grade	The parking garage of office 3 provides green screen with landscaping to minimize their visibility from street. Other parking garages are below grade

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.7.12	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.	Garages access from rear of Building A	Garages access from rear of Building B	Garages access from rear of Building B	Office building 3 has parking at grade level that is architecturally integrated into the overall building design.
E.3.7.13	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.	Please refer to the traffic study for share parkings.	Please refer to the traffic study for share parkings.	Please refer to the traffic study for share parkings.	Please refer to the traffic study for share parkings.
E.3.7.14	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.	not applicable - podium project	not applicable - podium project	not applicable - podium project	not applicable - podium project
<b>E.3.8 Sustainable Practices</b>					
<b>Overall Standards</b>					
E.3.8.01	Unless the Specific Plan area is explicitly exempted, all citywide sustainability codes or requirements shall apply.	Acknowledged	Acknowledged	Acknowledged	Acknowledged.
<b>Overall Guidelines</b>					
E.3.8.02	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.	Acknowledged	Acknowledged	Acknowledged	Acknowledged.
<b>Leadership in Energy and Environmental Design (LEED) Standards</b>					
E.3.8.03	Development shall achieve LEED certification, at Silver level or higher, or a LEED Silver equivalent standard for the project types listed below. For LEED certification, the applicable standards include LEED New Construction; LEED Core and Shell; LEED New Homes; LEED Schools; and LEED Commercial Interiors. Attainment shall be achieved through LEED certification or through a City- approved outside auditor for those projects pursuing a LEED equivalent standard. The requirements, process and applicable fees for an outside auditor program shall be established by the City and shall be reviewed and updated on a regular basis. LEED certification or equivalent standard, at a Silver level or higher, shall be required for: <input type="checkbox"/> Newly constructed residential buildings of Group R (single-family, duplex and multi-family); <input type="checkbox"/> Newly constructed commercial buildings of Group B (occupancies including among others office, professional and service type transactions) and Group M (occupancies including among others display or sale of merchandise such as department stores, retail stores, wholesale stores, markets and sales rooms) that are 5,000 gross squarefeet or more; <input type="checkbox"/> New first-time build-outs of commercial interiors that are 20,000 gross square feet or more in buildings of Group B and M occupancies; and <input type="checkbox"/> Major alterations that are 20,000 gross square feet or more in existing buildings of Group B, M and R occupancies, where interior finishes are removed and significant upgrades to structural and mechanical, electrical and/or plumbing systems are	Acknowledged	Acknowledged	Acknowledged	LEED silver is targeted for the overall project. LEED ND will be reviewed by city staff for compliance since one prerequisite is not achievable due to a requirement of the specific plan. Each individual office building will submit to USGBC for review of LEED CS.
<b>Leadership in Energy and Environmental Design (LEED) Guidelines</b>					
E.3.8.04	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	Acknowledged	Acknowledged	Acknowledged	Acknowledged.
<b>Building Design Guidelines</b>					
E.3.8.05	Buildings should incorporate narrow floor plates to allow natural light deeper into the interior.	Major living areas of plans all at exterior edge	Major living areas of plans all at exterior edge	Major living areas of plans all at exterior edge	Office 2 has a courtyard to allow natural light deeper into the interior. Buildings 1 and 3 are smaller floorplates and would achieve good daylighting
E.3.8.06	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.	Clerestory windows are incorporated, large window areas are incorporated	Clerestory windows are incorporated, large window areas are incorporated	Clerestory windows are incorporated, large window areas are incorporated	Large window areas are incorporated. 10' ceilings will allow daylight to penetrate deep into the space.
E.3.8.07	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 sun-shading elements, extend from the sun-facing 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.	Balcony areas have covers, and trellises are incorporated on outdoor living areas	Balcony areas have covers, and trellises are incorporated on outdoor living areas	Balcony areas have covers, and trellises are incorporated on outdoor living areas	Walls are stepping to create some shade pockets. Trellises, porches, or awnings shade some windows (for example at building 2 as shown on E5 and building 1 as shown on E1). Typical window recess is shown at 9 inches on A15.2, A15.4, A15.6.
E.3.8.08	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.	Balcony areas have covers, and trellises are incorporated on outdoor living areas. Street trees planned to brove west	Balcony areas have covers, and trellises are incorporated on outdoor living areas. Street trees planned to brove west	Balcony areas have covers, and trellises are incorporated on outdoor living areas. Street trees planned to brove west	Arcades and trellis are incorporated.

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.8.09	Operable windows are encouraged in new buildings for natural ventilation.	Can be incorporated in the window design	Can be incorporated in the window design	Can be incorporated in the window design	Can be incorporated in the window design.
E.3.8.10	To maximize use of solar energy, buildings should consider integrating photovoltaic panels on roofs.	TBD, west roof areas adequate for pv panels	TBD, west roof areas adequate for pv panels	TBD, west roof areas adequate for pv panels	15% of the roof area has been identified for PV
E.3.8.11	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.	not applicable	not applicable	not applicable	Recology provides for both recycle and composting .
<b>Stormwater and Wastewater Management Guidelines</b>					
E.3.8.12	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.	Green Roof area is provided at 4th floor above lobby area.	Green Roof area is provided at 5th floor above lobby area.	Green Roof area is provided at 5th floor above lobby area.	No Green roofs are planned for the office buildings.
E.3.8.13	Projects should use porous material on driveways and parking lots to minimize stormwater run-off from paved surfaces.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	The stormwater treatment approach is identified in the civil sheets.
<b>Landscaping Guidelines</b>					
E.3.8.14	Planting plans should support passive heating and cooling of buildings and outdoor spaces.	Planting materials and locations are incorporated to support passive heating and cooling of buildings and	Planting materials and locations are incorporated to support passive heating and cooling of buildings and	Planting materials and locations are incorporated to support passive heating and cooling of buildings and	Planting materials and locations are incorporated to support passive heating and cooling of buildings and outdoor spaces.
E.3.8.15	Regional native and drought resistant plant species are encouraged as planting material.	Regional native and drought resistant plant species are incorporated as planting	Regional native and drought resistant plant species are incorporated as planting	Regional native and drought resistant plant species are incorporated as planting	Regional native and drought resistant plant species are incorporated as planting material.
E.3.8.16	Provision of efficient irrigation system is recommended, consistent with the City's Municipal Code Chapter 12.44 "Water-Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".
<b>Lighting Standards</b>					
E.3.8.17	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.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.
E.3.8.18	Lighting in parking garages shall be screened and controlled so as not to disturb surrounding properties, but shall ensure adequate public security.	All structured parking is below grade.	All structured parking is below grade.	All structured parking is below grade.	All structured parking is below grade.
<b>Lighting Guidelines</b>					
E.3.8.19	Energy-efficient and color-balanced outdoor lighting, at the lowest lighting levels possible, are encouraged to provide for safe pedestrian and auto circulation.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.20	Improvements should use ENERGY STAR-qualified fixtures to reduce a building's energy consumption.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.21	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.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
<b>Green Building Material Guidelines</b>					
E.3.8.22	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.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.23	The use of products with identifiable recycled content, including post-industrial content with a preference for post-consumer content, are encouraged.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.8.24	Building materials, components, and systems found locally or regionally should be used, thereby saving energy and resources in transportation.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.25	A design with adequate space to facilitate recycling collection and to incorporate a solid waste management program, preventing waste generation, is recommended.	Recycling center for collection provided	Recycling center for collection provided	Recycling center for collection provided	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.26	The use of material from renewable sources is encouraged.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.



**Arborist Report**

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**300-550 El Camino Real  
Menlo Park, CA**

**PREPARED FOR  
Stanford Real Estate  
3160 Porter Dr., Suite 200  
Palo Alto, CA 94304**

**PREPARED BY:  
HortScience, Inc.  
325 Ray St.  
Pleasanton, CA 94566**

**May 19, 2017**

**Arborist Report  
300-550 El Camino Real  
Menlo Park, CA**

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Tree Inventory Map  
Tree Assessment Map  
Tree Assessment Data

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# Arborist Report

## 300-550 El Camino Real

### Menlo Park, CA

#### ***Introduction and Overview***

Stanford Real Estate is planning to redevelop properties at 300-550 El Camino Real in Menlo Park, CA. Currently the site is a series of vacant commercial buildings with associated landscapes and parking lots. In 2012 Ray Morneau prepared a Tree Inventory Report for the site. In 2015, HortScience, Inc. updated that report by preparing a Tree Inventory and Assessment Report for the site. Now that project plans have been prepared, an Arborist Report has been prepared using the tree inventory and project site development plans. This report provides the following information:

1. A survey of trees currently growing on the site.
2. An assessment of the impacts of constructing the proposed project on the trees.
3. Recommendations for tree removal and replacement.
4. Guidelines for tree preservation during the design, construction and maintenance phases of development.

#### ***Tree Assessment Methods***

Trees were assessed on March 20, 2015. The survey included trees 4" in diameter and greater, located within and adjacent to the proposed project area and all street trees. The assessment procedure consisted of the following steps:

1. Identifying the tree as to species;
2. Measuring the trunk diameter at 4.5' above grade. For multi-trunked trees, trunk diameter is measured at the point where the trunks divide. If the multiple trunks arise from ground level, each trunk is measured at 4.5' above grade (per direction of City Arborist).
3. Evaluating the health and structural condition using a scale of 1 – 5:
  - 5** - A healthy, vigorous tree, reasonably free of signs and symptoms of disease, with good structure and form typical of the species.
  - 4** - Tree with slight decline in vigor, small amount of twig dieback, minor structural defects that could be corrected.
  - 3** - Tree with moderate vigor, moderate twig and small branch dieback, thinning of crown, poor leaf color, moderate structural defects that might be mitigated with regular care.
  - 2** - Tree in decline, epicormic growth, extensive dieback of medium to large branches, significant structural defects that cannot be abated.
  - 1** - Tree in severe decline, dieback of scaffold branches and/or trunk; most of foliage from epicormics; extensive structural defects that cannot be abated.
4. Rating the suitability for preservation as "high", "moderate" or "low". Suitability for preservation considers the health, age and structural condition of the tree, and its potential to remain an asset to the site for years to come.

**High:** Trees with good health and structural stability that have the potential for longevity at the site.

**Moderate:** Trees with somewhat declining health and/or structural defects that can be abated with treatment. The tree will require more intense

management and monitoring, and may have shorter life span than those in 'high' category.

**Low:** Tree in poor health or with significant structural defects that cannot be mitigated. Tree is expected to continue to decline, regardless of treatment. The species or individual may have characteristics that are undesirable for landscapes and generally are unsuited for use areas.

**Description of Trees**

One hundred six (106) trees representing 12 species were evaluated (Table 1). The assessment included 42 street trees and 22 off-site trees located at the northeast and northwest property lines that had canopies overhanging the property. Descriptions of each tree are found in the **Tree Assessment Form** and approximate locations are plotted on the **Tree Inventory Map** (see Exhibits).

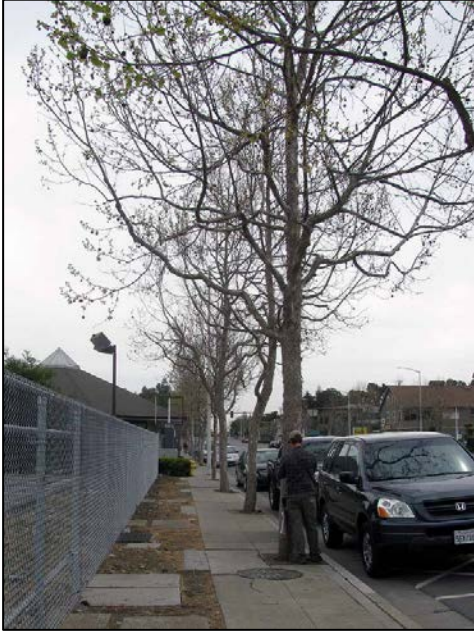
**Table 1. Condition ratings and frequency of occurrence of trees  
 300-550 El Camino Real, Menlo Park, CA**

Common Name	Scientific Name	Condition				Total
		Dead (0)	Poor (1-2)	Fair (3)	Good (4-5)	
Tree of heaven	<i>Ailanthus altissima</i>	-	1	2	-	3
Blue gum	<i>Eucalyptus globulus</i>	-	9	-	-	9
Silver dollar gum	<i>Eucalyptus polyanthemos</i>	-	4	2	-	6
Wilson holly	<i>Ilex 'Wilsonii'</i>	-	-	3	-	3
Hollywood juniper	<i>Juniperus chinensis 'Kaizuka'</i>	-	-	1	-	1
Canary Island date palm	<i>Phoenix canariensis</i>	-	-	5	-	5
Italian stone pine	<i>Pinus pinea</i>	1	1	3	-	5
London plane	<i>Platanus x hispanica</i>	-	-	9	43	52
Coast live oak	<i>Quercus agrifolia</i>	1	2	6	-	9
Holly oak	<i>Quercus ilex</i>	-	1	5	-	6
Valley oak	<i>Quercus lobata</i>	-	1	-	-	1
Coast redwood	<i>Sequoia sempervirens</i>	-	-	-	6	6
<b>Total</b>		<b>2</b>	<b>19</b>	<b>36</b>	<b>49</b>	<b>106</b>

Overall, 46% of the trees were in good, 34% in fair condition, and 18% in poor condition. Two trees had died since 2012: Italian stone pine #58 (36" trunk diameter) and coast live oak #28 (4" diameter). Trees ranged from young to mature with trunk diameters from 2" to 44" (13" diameter average) for single trunked trees. Fourteen trees had two or more trunks.

London plane was the most common tree assessed (52 trees, 50% of the population). The majority (42 trees) of these trees were street trees growing along El Camino Real (Photo 1). Ten trees were off-site, located along the northeast property line. The London planes ranged from young to semi-mature with trunk diameters ranging from 2 to 19". The majority of the trees were young with an average diameter of 8". The London planes were in good condition (43 trees) with nine trees in fair condition and none in poor condition. London plane was one of only two species rated in good condition.

Nine coast live oaks were assessed on-site. They ranged in condition from fair (9 trees) to poor (2 trees) with one dead tree. The coast live oaks ranged from young (4" trunk diameter) to mature (25" trunk diameter) with an average diameter of 11". The largest of the coast live oaks (#115), located off-site on the northeast property line, was declining potentially from irrigation spray directly on the trunk (Photo 2).



**Photo 1** (far left). London plane street trees (#39 in front) lined El Camino Real.



**Photo 2** (near left). Off-site coast live oak #115 was declining, likely from irrigation spray on the trunk. Bleeding at the base of the trunk indicates possible root disease.

Nine off-site blue gum eucalyptus were assessed on the northwest boundary of the property. Some of these trees appeared to be the dwarf cultivar (*Eucalyptus globulus* 'Compacta'). These trees had been topped to maintain clearance for overhead utilities, resulting in their poor condition (Photo 3). The blue gums were semi-mature to mature with the smallest diameter of the group being 19".



**Photo 3** – The off-site blue gums along the northwest boundary of the property had been topped for utilities.

Six silver dollar gums were growing in small openings in the asphalt. These trees were in poor to fair condition with no trees in good condition. Four of the silver dollar gums were small volunteers (#80-83) while two were mature planted trees (#84 & 85).

Six coast redwoods were present throughout the site. They were all in good condition and varied in diameter from 17" to 25".

Six holly oaks were growing along internal fences separating the properties from each other. They were in fair (5 trees) to poor (1 tree) condition with no trees in good condition.

Three species were represented by five individuals or fewer:

- Five Canary Island pines were growing near the southeastern corner of the property.
- Five Italian stone pines (Photo 4).
- Three trees of heaven.
- Three Wilson hollies.
- One Hollywood juniper.
- One large valley oak in poor condition.

While we did not assess individual trees along the Caltrain Right of Way (Trees #128-222, tagged and described by Ray Morneau in 2012), we walked the edge to evaluate overall condition. The vegetation was almost exclusively coast live oak and coast redwood that appeared healthy (Photo 5). We did note that tree #214 was declining.



**Photo 4.** Italian stone pine #59 was in fair condition; #58 (on left) was dead.



**Photo 5.** Coast live oaks along the Caltrain ROW formed an attractive and functional screen.

### ***City of Menlo Park Protected Trees***

The City of Menlo Park Municipal Code Ch. 13.24 protects Heritage trees, which are defined as:

1. Any tree having a trunk diameter of 15" or more.
2. Any oak tree native to California with a trunk diameter of 10" or more.
3. Any tree or group of trees specifically designated by the City Council for protection because of its historical significance, special character or community benefit.
4. Any tree with more than one trunk measured at the highest point where the trunks divide, with a diameter of 15" or more, with the exception of trees that are under 12' in height.

Of the 106 trees assessed, there were 34 trees that met the criteria for *Heritage* trees by the City of Menlo Park Municipal Code Chapter 13.24. Tree #58 was dead and therefore not included in the *Heritage* tree designation. In addition, there were 42 street trees that are protected, but are not of sufficient size to be classified as *Heritage*. Tree protection status of individual trees is identified in the *Tree Assessment* (see Exhibits).

Heritage trees are required to be preserved and maintained in a state of good health. A permit from the City is required to remove or prune more than one fourth of the canopy and/or roots.

### ***Suitability for Preservation***

Before evaluating the impacts that will occur during development, it is important to consider the quality of the tree resource itself, and the potential for individual trees to function well over an extended length of time. Trees that are preserved on development sites must be carefully selected to make sure that they may survive development impacts, adapt to a new environment and perform well in the landscape.

Our goal is to identify trees that have the potential for long-term health, structural stability and longevity. For trees growing in open fields, away from areas where people and property are present, structural defects and/or poor health presents a low risk of damage or injury if they fail. However, we must be concerned about safety in use areas. Therefore, where development encroaches into existing plantings, we must consider their structural stability as well as their potential to grow and thrive in a new environment. Where development will not occur, the normal life cycles of decline, structural failure and death should be allowed to continue.

Evaluation of suitability for preservation considers several factors:

- **Tree health**  
Healthy, vigorous trees are better able to tolerate impacts such as root injury, demolition of existing structures, changes in soil grade and moisture, and soil compaction than are non-vigorous trees. For example, valley oak #69 is less likely to tolerate construction impacts than a healthier valley oak.
- **Structural integrity**  
Trees with significant amounts of wood decay and other structural defects that cannot be corrected are likely to fail. Such trees should not be preserved in areas where damage to people or property is likely.
- **Species response**  
There is a wide variation in the response of individual species to construction impacts and changes in the environment. For instance, both coast redwood and Canary Island date palm are more tolerant of construction impacts than eucalyptus.
- **Tree age and longevity**  
Old trees, while having significant emotional and aesthetic appeal, have limited physiological capacity to adjust to an altered environment. Young trees are better able to generate new tissue and respond to change.
- **Species invasiveness**  
Species that spread across a site and displace desired vegetation are not always appropriate for retention. This is particularly true when indigenous species are displaced. The California Invasive Plant Inventory Database (<http://www.cal-ipc.org/paf/>) lists species identified as being invasive. Menlo Park is part of the Central West Floristic Province. Tree of heaven is identified as moderate invasiveness. Blue gum and Canary Island date palm are identified as limited invasiveness.

Each tree was rated for suitability for preservation based upon its age, health, structural condition and ability to safely coexist within a development environment (see ***Tree Assessment Forms*** in Exhibits, and Table 2). We consider trees with good suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with poor suitability for preservation in areas where people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

**Table 2: Tree suitability for preservation  
 300-550 El Camino Real, Menlo Park, CA**

**High** These are trees with good health and structural stability that have the potential for longevity at the site. Forty-nine (49) trees had high suitability for preservation.

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**Moderate** Trees in this category have fair health and/or structural defects that may be abated with treatment. These trees require more intense management and monitoring, and may have shorter life-spans than those in the “high” category. Seventeen (17) trees had moderate suitability for preservation.

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**Low** Trees in this category are in poor health or have significant defects in structure that cannot be abated with treatment. These trees can be expected to decline regardless of management. The species or individual tree may possess either characteristics that are undesirable in landscape settings or be unsuited for use areas. Thirty-eight (38) had low suitability for preservation.

Common Name	Suitability for Preservation			Total
	Low	Moderate	High	
London plane	2	7	43	52
Canary Island date palm	-	5	-	5
Hollywood juniper	1	-	-	1
Coast live oak	5	3	-	8
Holly oak	5	1	-	6
Wilson holly	2	1	-	3
Italian stone pine	4	-	-	4
Valley oak	1	-	-	1
Tree of heaven	3	-	-	3
Silver dollar gum	6	-	-	6
Blue gum	9	-	-	9
Coast redwood	-	-	6	6
<b>Total</b>	<b>38</b>	<b>17</b>	<b>49</b>	<b>104*</b>

\* Does not include two dead trees.

We consider trees with high suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with low suitability for preservation in areas where



people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Often the largest trees are the ones given the highest priority for preservation. At this site, prominent trees included three Italian stone pines, one valley oak, one coast live oak, and four coast redwoods (Table 3).

**Table 3: Prominent trees  
 300-550 El Camino Real, Menlo Park, CA**

Tag #	Species	Trunk Diameter	Condition	Suitability for preservation	Comments.
48	Italian stone pine	36	Poor	Low	Leaning and strongly asymmetric to W.; canopy low over building; torsion cracks in scaffolds suspected; surrounded by pavement; no basal flare.
49	Italian stone pine	36	Fair	Low	Leaning W.; surrounded by pavement; no basal flare; roots disrupting pavement.
59	Italian stone pine	26	Fair	Low	Asymmetric canopy to N.; surrounded by pavement; no basal flare; roots disrupting pavement.
69	Valley oak	44	Poor	Low	Several very large pruning wounds with decay; sulfur fungus conk; asymmetric form to W.; high likelihood of failure.
115	Coast live oak	25	Fair	Low	In narrow planting strip; thin; twig dieback; poor color; sprinkler head near trunk; base moist; wounds on trunk.
116	Coast redwood	24	Good	High	In narrow planting strip.
117	Coast redwood	25	Good	High	In narrow planting strip.
118	Coast redwood	25	Good	High	In narrow planting strip.
123	Coast redwood	26	Good	High	Trunk fills narrow planting space.

The trees in the best condition and with the highest potential for future performance were the four coast redwoods #116-118, 123. Redwoods are drought sensitive, however, and if adequate water cannot be provided, they will decline. Furthermore, they are sensitive to salts present in some recycled water. Therefore, suitability for preservation of the redwoods depends on the ability to provide high quality water into the future.

Italian stone pines #48, 49, and 56 were impressive specimens that were visible from El Camino Real. They pose some difficulties in preservation, however. Because of their heavy, asymmetric crowns and shallow, wide-spreading root system they require large spaces to remain stable.

- Tree #48 was leaning heavily over the existing building (Photo 6). There appeared to be torsion cracks in the large scaffold branches. It is unlikely the building could be demolished without damaging this tree. Based on our visual inspection we consider this tree to have a high likelihood for failure. We recommend removing it.

**Photo 6.** Italian stone pine #48



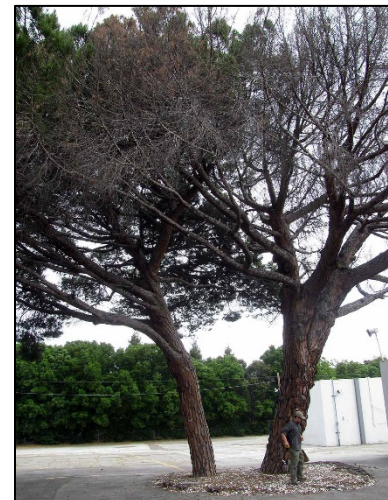
- Tree #49 was leaning away from #48, and its canopy was asymmetric. The base of the tree appeared to be buried (Photo 7). Roots were pushing up the pavement. Retaining this tree would require establishing a tree protection zone at the dripline in which no construction, utilities, excavation, or use occurs. A root collar excavation to determine condition of the base of the tree is recommended if retention of the tree is considered. Based on our visual inspection we consider this tree to have a medium likelihood for failure.



**Photo 7.** Italian stone pine #49 (inset is base of tree).

- Tree # 59 was leaning away from dead tree #58 (Photos 8 and 4). Retaining this tree would require establishing a tree protection zone that encompasses the potential fall zone (minimum distance equal to the height of the tree). Because of the lack of basal flare, a root collar excavation to determine condition of the base of the tree is recommended if retention of the tree is considered. Based on our visual inspection we consider this tree to have a medium likelihood for failure.

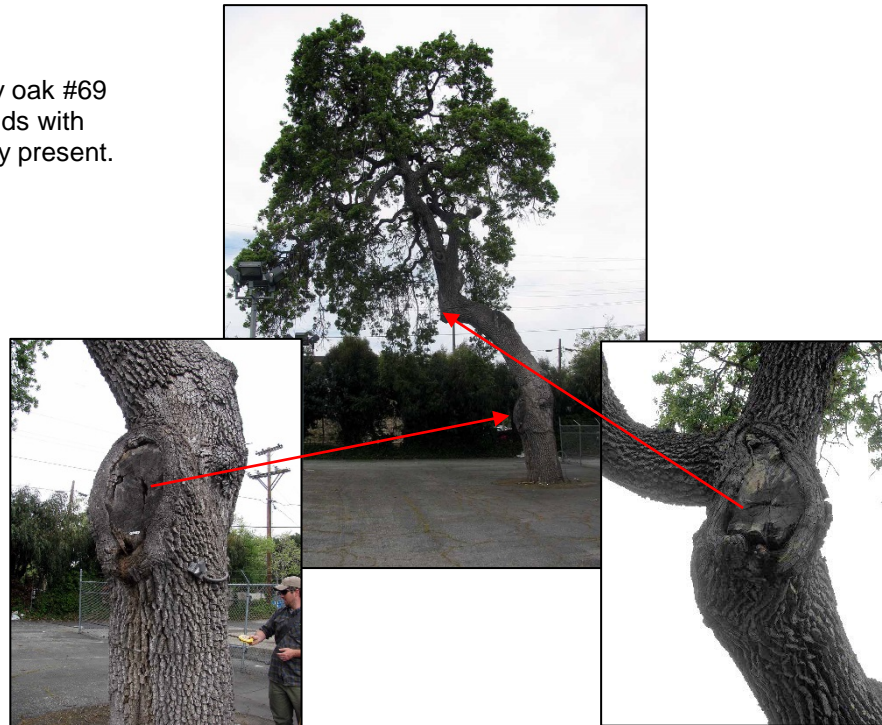
**Photo 8.** Italian stone pine #59 on left; dead pine #58 on right has since been removed under permit.



Valley oak #69 was an old tree that has experienced several branch failures and crown reductions from pruning (Photo 9). Extensive internal decay was evident in the resultant wounds.

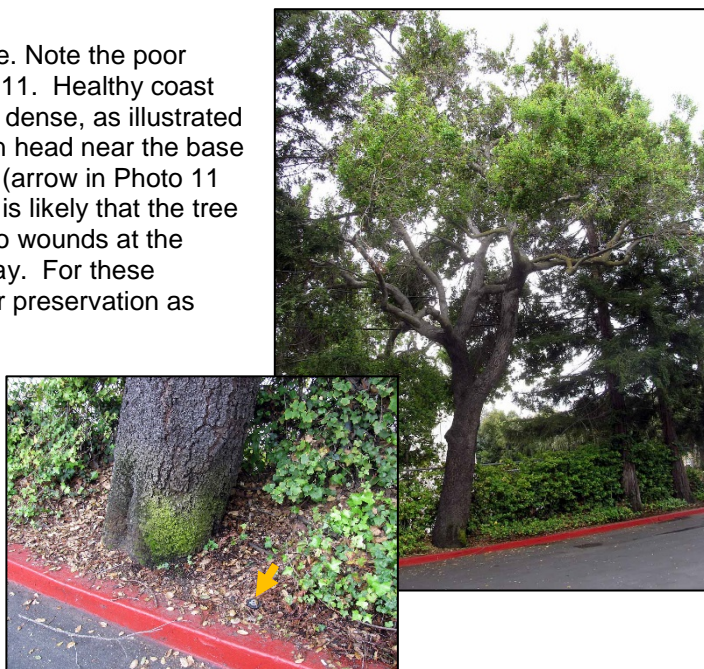
Remnants of sulfur fungus that decays heartwood was present. It is probable that this tree will fail within a five-year time frame. If the tree is retained, all use and activity would need to be excluded within the potential fall zone (minimum distance equal to the height of the tree).

**Photo 9.** Valley oak #69 had large wounds with extensive decay present.



Coast live oak #115 was in decline. Note the poor foliage color and density in Photo 11. Healthy coast live oak foliage is deep green and dense, as illustrated in Photo 5. There was an irrigation head near the base of the trunk and the area was wet (arrow in Photo 11 inset). Based on the symptoms, it is likely that the tree has root disease. There were also wounds at the base of the tree and possibly decay. For these reasons we rated the suitability for preservation as low.

**Photo 11.**  
Coast live oak #115.



**Evaluation of Impacts and Recommendations for Preservation**

Appropriate tree retention develops a practical match between the location and intensity of construction activities and the quality and health of trees. The *Tree Assessment* was the reference point for tree condition and quality. In assessing potential impacts to trees I reviewed the project Preliminary Grading and Drainage Plans and Utility Plans (Sandis, 2/24/17).

The plans for the site are to completely demolish the existing buildings and site features and build a new mix-use project. As a result, all on-site trees will be removed, including 12 Heritage trees, five of which are in poor condition, and 21 non-Heritage trees, 5 of which are in poor condition. In addition, three street trees will be removed to construct driveways into the project off El Camino Real; Heritage trees and street trees proposed for removal are listed in Table 4; non-Heritage trees, in Table 5.

Thirty-nine (39) street trees (London planes, average 8” diameter) will be preserved. Stanford intends to preserve and protect all off-site trees regardless of current condition (Table 6). Because these trees are located within paved areas, they are within a few feet of project demolition and construction. Impacts to tree roots are expected to be moderate to severe. Protecting the trees from excessive damage will require close attention to work procedures as described in the Tree Protection Guidelines. The most important action is:

Maintain a 15’ Tree Protection Zone from Heritage trees and 5’ from street trees and non-Heritage trees in which no open trenching for utility installation is allowed. Avoid any excavation within this zone. Maintain the existing subgrade to the extent possible. Any construction activity within the Tree Protection Zone must be monitored and assessed by a qualified arborist.

Regarding the off-site trees, I recommend that the owner of coast live oak #115 have the tree examined by a qualified arborist to determine the extent of decay in the lower trunk and if a root disease is present. If the tree is likely to fail, it would be prudent to remove it before construction.

**Table 4. Heritage trees and street trees proposed for removal.**

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
<b>Heritage Trees</b>			
48	Italian stone pine	36	Low
49	Italian stone pine	36	Low
59	Italian stone pine	26	Low
69	Valley oak	44	Low
71	Tree of heaven	23	Low
72	Tree of heaven	15	Low
78	Coast live oak	11	Low
79	Coast live oak	8, 6	Low
84	Silver dollar gum	26	Low
86	Silver dollar gum	32	Low
276	Coast live oak	14	Low
277	Tree of heaven	15	Low
<b>Street Trees</b>			
23	London plane	8	High
24	London plane	9	High

65	London plane	3	Moderate
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**Table 5. Non-Heritage trees proposed for removal.**

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
12	Hollywood juniper	11, 6, 5, 3	Low
25	Coast live oak	5, 4, 2, 2, 2	Moderate
26	Coast live oak	3, 3	Moderate
27	Holly oak	10, 8	Moderate
28	Coast live oak	4	Dead
29	Wilson holly	6	Low
30	Wilson holly	6	Low
31	Coast live oak	6	Moderate
32	Wilson holly	7	Moderate
58	Italian stone pine	36	Dead
60	Holly oak	4, 4	Low
66	Holly oak	11	Low
67	Holly oak	10	Low
68	Holly oak	12	Low
70	Holly oak	13	Low
73	Coast live oak	6	Low
74	Italian stone pine	9	Low
80	Silver dollar gum	6, 5, 4	Low
81	Silver dollar gum	10, 10	Low
82	Silver dollar gum	9, 7, 7, 5	Low
83	Silver dollar gum	6, 6	Low

**Table 6. Off-site trees to be preserved.**

Tag #	Species	Heritage Tree?	Trunk Diameter (in.)	Suitability for Preservation
101	Blue gum	Yes	21	Low
102	Blue gum	Yes	30	Low
103	Blue gum	Yes	25	Low
104	Blue gum	Yes	19	Low
105	Blue gum	Yes	19	Low
106	Blue gum	Yes	28	Low
107	Blue gum	Yes	26	Low
108	Blue gum	Yes	20	Low
109	Blue gum	Yes	24	Low
110	London plane	No	7	Low
111	London plane	No	6	Low

Tag #	Species	Heritage Tree?	Trunk Diameter (in.)	Suitability for Preservation
112	London plane	No	8	Moderate
113	Coast redwood	Yes	17	High
114	Coast redwood	Yes	19	High
115	Coast live oak	Yes	25	Low
116	Coast redwood	Yes	24	High
117	Coast redwood	Yes	25	High
118	Coast redwood	Yes	25	High
119	London plane	No	12	High
121	London plane	No	8	Moderate
122	London plane	Yes	15	High
123	Coast redwood	Yes	26	High
124	London plane	No	11	High
125	London plane	No	7	High
126	London plane	No	10	High
127	London plane	No	9	Moderate

### ***Tree Preservation Guidelines***

The goal of tree preservation is not merely tree survival during development but maintenance of tree health and beauty for many years. Trees retained on sites that are either subject to extensive injury during construction or are inadequately maintained become a liability rather than an asset. The response of individual trees depends on the amount of excavation and grading, care with which demolition is undertaken, and construction methods. Coordinating any construction activity inside the **TREE PROTECTION ZONE** can minimize these impacts.

The following recommendations will help reduce impacts to trees from development and maintain and improve their health and vitality through the clearing, grading and construction phases.

#### **Trees to be Preserved**

#1-4, 13-24, 35-47, 50-57, 61-65, 101-119, 121-127.

#### **Tree Protection Zone**

Because trees to be preserved are located within paved areas, they are within a few feet of project demolition and construction. Maintain a 15' Tree Protection Zone from Heritage trees and 5' from street trees and non-Heritage trees.

- a. No grading, excavation, construction or storage or dumping of materials shall occur within the **TREE PROTECTION ZONE (TPZ)** without prior authorization.
- b. No open trenches for underground services including utilities, sub-drains, water, irrigation or sewer shall be placed in the **TPZ**.

#### **Design Guidelines**

1. Plot accurate locations of all trees to be preserved on all project plans. Identify the **TREE PROTECTION ZONE** for each tree.
2. Any changes to the plans affecting the trees should be reviewed by the consulting arborist with regard to tree impacts. These include, but are not limited to, site plans, improvement plans, utility and drainage plans, grading plans, landscape and irrigation plans, and demolition plans.

3. To minimize excavation near trees to be retained, design pavements and curbs at similar finish grades as existing features.
4. Consider the vertical clearance requirements near trees during design. Avoid designs that would require pruning more than 20% of a tree's canopy.
5. Irrigation systems must be designed so that no trenching that severs roots larger than 1" in diameter will occur within the **TPZ**.
6. **Tree Preservation Guidelines** prepared by the Consulting Arborist, which include specifications for tree protection during demolition and construction, should be included on all plans.
7. Any herbicides placed under paving materials must be safe for use around trees and labeled for that use.
8. Do not lime the subsoil within 50' of any tree. Lime is toxic to tree roots.
9. As trees withdraw water from the soil, expansive soils may shrink within the root area. Therefore, foundations, footings and pavements on expansive soils near trees should be designed to withstand differential displacement.

#### Demolition and Pre-Construction Recommendations

1. The demolition and construction superintendents shall meet with the project arborist before beginning work to review all work procedures, access routes, storage areas, and tree protection measures.
2. Prior to beginning demolition, install tree protection fencing along the property line adjacent to trees #101-119, 121-127. Fencing shall be 6' chain link with posts sunk into the ground. Fencing shall remain until all construction is complete.
3. Prior to beginning demolition of the sidewalk around the street trees, install temporary trunk protection devices such as winding silt sock wattle or wood planks around trunks or stacking hay bales around tree trunks to a height of approximately 5'. Any low branches that are within the work zone should also be protected. Do not retain wattling around tree trunks for more than 2-3 weeks to avoid damaging trunks from excess moisture.



4. Prune trees to be preserved to clean the crown of dead branches 1" and larger in diameter, raise canopies as needed for construction activities. All pruning shall be done by a State of

California Licensed Tree Contractor (C61/D49). All pruning shall be done by Certified Arborist or Certified Tree Worker in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002) and adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300). The project arborist will provide pruning specifications prior to site demolition. Branches extending into the work area that can remain following demolition shall be tied back and protected from damage.

5. All tree work shall comply with the Migratory Bird Treaty Act as well as California Fish and Wildlife code 3503-3513 to not disturb nesting birds. To the extent feasible tree pruning and removal should be scheduled outside of the breeding season. Breeding bird surveys should be conducted prior to tree work. Qualified biologists should be involved in establishing work buffers for active nests.
6. Any changes to the plans affecting the trees should be reviewed by the project arborist with regard to tree impacts. These include, but are not limited to, site plans, improvement plans, utility and drainage plans, grading plans, landscape and irrigation plans, and demolition plans.
7. Tree(s) to be removed that have branches extending into the canopy of tree(s) or located within the **TPZ** of tree(s) to remain shall be removed by a Certified Arborist or Certified Tree Worker and not by the demolition contractor. The Certified Arborist or Certified Tree Worker shall remove the trees in a manner that causes no damage to the tree(s) and understory to remain. Stumps shall be ground below grade.
8. All down brush and trees shall be removed from the **TPZ** either by hand, or with equipment sitting outside the **TPZ**. Extraction shall occur by lifting the material out, not by skidding across the ground. Brush shall be chipped and spread beneath the trees within the **TPZ**.
9. Structures and underground features to be removed within the **TPZ** shall use equipment that will minimize damage to trees above and below ground, and operate from outside the **TPZ**.

### **Tree Protection during Construction**

1. After demolition is completed
2. Any grading or construction work within the **TPZ** of trees to be preserved shall be monitored by the project arborist.
3. Any root pruning within the **TPZ** of trees that is required for construction purposes shall receive the prior approval of and be supervised by the project arborist.
  - a. Do not cut roots of any size within 5' of tree trunks.
  - b. Roots larger than 2" diameter shall be left intact. Where possible, tunnel under roots. If root cutting cannot be avoided, the project arborist must observe and advise regarding effects of root removal on tree health and stability.
  - c. Roots shall be cut with pruners or hand saw to provide a flat and smooth cut.
4. Do not lime the soil within 20' of trees. Hydrated lime and quick lime are toxic to tree roots.
5. All contractors shall conduct operations in a manner that will prevent damage to trees to be preserved.
6. Spoil from trench, footing, utility or other excavation shall not be placed within the **TPZ**, neither temporarily nor permanently.
7. If injury should occur to any tree during construction, it should be evaluated as soon as possible by the project arborist so that appropriate treatments can be applied.



8. Irrigate redwoods to provide adequate moisture to sustain tree health. Plan to apply approximately 60 gallons of water weekly to each tree. During hot weather, additional water will be required.
9. Trees that accumulate a sufficient quantity of dust on their leaves, limbs and trunk as judged by the project arborist shall be spray-washed at the direction of the project arborist.

### **Tree Protection during Landscape Construction**

1. Irrigation systems must be installed so that no trenching severs roots larger than 1" in diameter within the **TREE PROTECTION ZONE**.
2. New landscape to be installed within the **TREE PROTECTION ZONE** shall occur without damaging tree roots by using a pneumatic air spade/air knife or similar to create the planting hole and prepare the soil. The project arborist shall meet with the landscape contract prior to beginning work to discuss work procedures.
3. Soils that have been compacted during constructed shall be decompacted by tilling with a pneumatic air spade/air knife that leaves the tree roots intact. After decompacting the soil, spread 2" compost over the soil surface and incorporate using the pneumatic air spade/air knife.

### **Summary**

Stanford Real Estate is planning to redevelop properties at 300-550 El Camino Real in Menlo Park, CA. Currently the site is a series of vacant commercial buildings with associated landscapes and parking lots. The inventory included trees 4" in diameter and greater, located within and adjacent to the proposed project area.

One hundred six (106) trees representing 12 species were evaluated. There were 42 street trees, all London planes. Tree species on the site included blue gum, tree of heaven, silver dollar gum, Wilson holly, Hollywood juniper, Canary Island date palm, Italian stone pine, coast live oak, holly oak, valley oak and coast redwood. Overall, 46% of the trees were in good, 34% in fair condition, and 18% in poor condition. Two trees were dead, including mature Italian stone pine #58.

In addition there were 95 trees along the Caltrain right-of-way that were not included in our inventory. The trees provided an attractive and effective screen.

Trees were rated for suitability for preservation, which is the long-term potential for a tree to be an asset to the site. Ratings were: high, 49 trees; moderate, 17 trees; and low, 38 trees. We consider trees with high suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with low suitability for preservation in areas where people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Often the largest trees are the ones given the highest priority for preservation. At this site, prominent trees included three Italian stone pines (#48, 49, 59), one valley oak (#69), one coast live oak (#115 located off-site), and four coast redwoods (#116, 117, 118, 123, located off-site). Of these, all except the redwoods had significant health and/or structural problems that make them poor candidates for preservation. The redwoods were in good condition and, if they are regularly irrigated with high quality irrigation water, are good candidates for preservation.

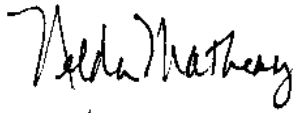
In assessing potential impacts to trees I reviewed the project Preliminary Grading and Drainage Plans and Utility Plans (Sandis, 2/24/17). The plans for the site are to completely demolish the

existing buildings and site features and build a new mixed-use project. As a result, all on-site trees will be removed, including 12 Heritage trees, five of which are in poor condition, and 21 non-Heritage trees, 5 of which are in poor condition. In addition, three street trees will be removed to construct driveways into the project off El Camino Real.

Thirty-nine (39) street trees (London planes, average 8" diameter) will be preserved. Stanford intends to preserve and protect all off-site trees regardless of current condition. Because these trees are located within paved areas, they are within a few feet of project demolition and construction. Impacts to tree roots are expected to be moderate to severe. Protecting the trees from excessive damage will require close attention to work procedures as described in the Tree Protection Guidelines.

If you have any questions about my observations or recommendations, please contact me.

**HortScience, Inc.**

A handwritten signature in black ink that reads "Nelda Matheny". The signature is written in a cursive, flowing style.

Nelda Matheny  
Board Certified Master Arborist WE-0195B



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**Exhibits**

**Tree Inventory Map  
Tree Assessment Map  
Tree Inventory Data**



# Tree Inventory Map

300-550 El Camino Real  
Menlo Park, CA

Prepared for:  
Stanford University  
April 3, 2015

Notes:  
1. Tree locations are approximate.  
2. Basemap is ESRI aerial image.

## Legend

○ Trees



260

Feet



325 Ray Street  
Pleasanton, CA 94566  
Phone (925) 484-0211  
Fax (925) 484-0596



# Tree Assessment Map

300-550 El Camino Real  
Menlo Park, CA

Prepared for:  
Stanford University

March 20, 2015

- Notes:
1. Tree locations are approximate.
  2. Basemap is ESRI aerial image.
  3. Colors represent suitability for preservation.

## Legend

### Suitability for Preservation

- Dead
- High
- Low
- Moderate



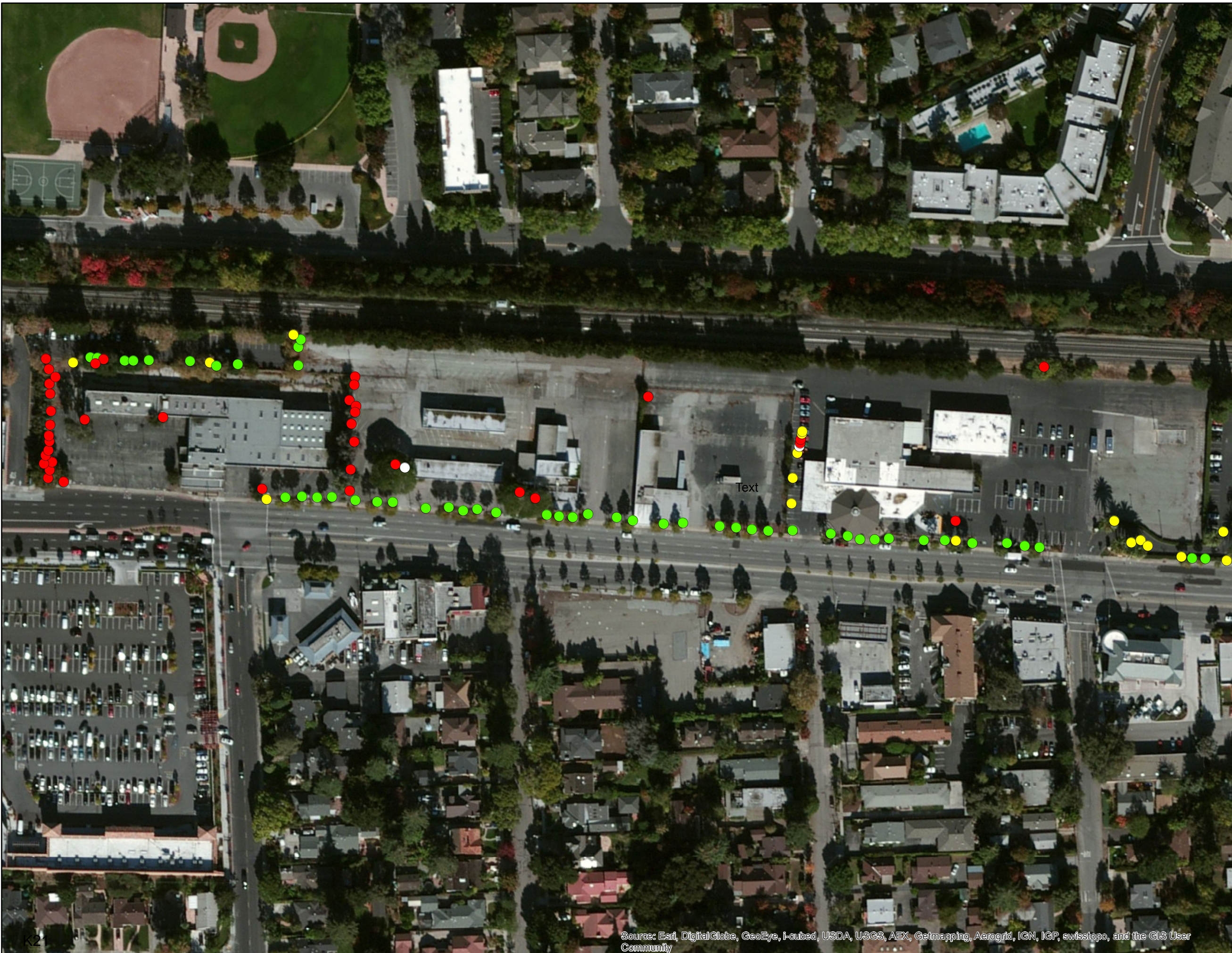
260

Feet



325 Ray Street  
Pleasanton, CA 94566  
Phone (925) 484-0211  
Fax (925) 484-0596

Revised April 10, 2015



# Tree Assessment

300-550 El Camino Real  
Menlo Park, CA  
March 20, 2015; updated May 2017



Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
1	London plane	6	Street tree	3	Moderate	Preserve	Street tree; iron grate; curve in trunk.
2	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate.
3	London plane	7	Street tree	4	High	Preserve	Street tree; iron grate.
4	London plane	3	Street tree	3	Moderate	Preserve	Street tree; top dead; restructure.
5	Canary Island date palm	25	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'.
6	Canary Island date palm	31	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'; frond tips chlorotic.
7	Canary Island date palm	27	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'; frond tips chlorotic.
8	Canary Island date palm	27	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'; frond tips chlorotic.
9	Canary Island date palm	27	Heritage tree	3	Moderate	Preserve	Brown trunk height 23'; frond tips chlorotic.
12	Hollywood juniper	11, 6, 5, 3	No	3	Low	Remove	Dead branch; in planter against building.
13	London plane	11	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
14	London plane	5	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
15	London plane	10	Street tree	4	High	Preserve	Street tree; iron grate around trunk; leaning S. slightly.
16	London plane	9	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
17	London plane	9	Street tree	3	Moderate	Preserve	Street tree; iron grate around trunk; bow in trunk.
18	London plane	8	Street tree	4	High	Preserve	Street tree; iron grate around trunk; bow in trunk.
19	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
20	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.

# Tree Assessment

300-550 El Camino Real  
Menlo Park, CA  
March 20, 2015; updated May 2017



Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
21	London plane	7	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
22	London plane	4	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
23	London plane	8	Street tree	4	High	Remove	Street tree; iron grate around trunk.
24	London plane	9	Street tree	4	High	Remove	Street tree; iron grate around trunk.
25	Coast live oak	5, 4, 2, 2, 2	No	3	Moderate	Remove	Poor structure; multiple trunks; pruned flat against chain link fence.
26	Coast live oak	3, 3	No	3	Moderate	Remove	Codominant at base; hedged against fence.
27	Holly oak	10, 8	No	3	Moderate	Remove	Codominant at base; pruned flat against fence.
28	Coast live oak	4	No	0	-	Remove	Dead.
29	Wilson holly	6	No	3	Low	Remove	Thin; water stressed; hedged along fence.
30	Wilson holly	6	No	3	Low	Remove	Thin; water stressed; hedged along fence.
31	Coast live oak	6	No	3	Moderate	Remove	Hedged along fence.
32	Wilson holly	7	No	3	Moderate	Remove	Hedged along fence.
35	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
36	London plane	10	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
37	London plane	9	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
38	London plane	19	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
39	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
40	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
41	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
42	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
43	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
44	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
45	London plane	7	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
46	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.

# Tree Assessment

300-550 El Camino Real  
Menlo Park, CA  
March 20, 2015; updated May 2017



Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
47	London plane	6	Street tree	4	High	Preserve	Street tree; metal grate around trunk; crown bowed W. away from adjacent pine.
48	Italian stone pine	36	Heritage tree	2	Low	Remove	Leaning and strongly asymmetric to W.; canopy low over building; torsion cracks in scaffolds suspected; surrounded by pavement; no basal flare.
49	Italian stone pine	36	Heritage tree	3	Low	Remove	Leaning W.; surrounded by pavement; no basal flare; roots disrupting pavement.
50	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
51	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
52	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
53	London plane	10	Street tree	4	High	Preserve	Street tree; metal grate around trunk; distorted at base from grate.
54	London plane	3	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
55	London plane	10	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
56	London plane	11	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
57	London plane	7	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
58	Italian stone pine	36	Dead	0	-	Remove	Dead.
59	Italian stone pine	26	Heritage tree	3	Low	Remove	Asymmetric canopy to N.; surrounded by pavement; no basal flare; roots disrupting pavement.
60	Holly oak	4, 4	No	3	Low	Remove	Codominant trunks arise at base top bowed to W.
61	London plane	2	Street tree	4	High	Preserve	Street tree; recent planting.
62	London plane	5	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
63	London plane	10	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
64	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.



# Tree Assessment

300-550 El Camino Real  
Menlo Park, CA  
March 20, 2015; updated May 2017



Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
65	London plane	3	Street tree	3	Moderate	Remove	Street tree; metal grate around trunk; stakes should be removed; cord at 18" partially girdling trunk.
66	Holly oak	11	No	3	Low	Remove	Multiple branches arise at 6'; no central trunk.
67	Holly oak	10	No	2	Low	Remove	W. side of trunk and lower branch dead; poor structure.
68	Holly oak	12	No	3	Low	Remove	Multiple branches at 10'; in small planting space against building.
69	Valley oak	44	Heritage tree	2	Low	Remove	Several very large pruning wounds with decay; sulfur fungus conk; asymmetric form to W.; high likelihood of failure.
70	Holly oak	13	No	3	Low	Remove	Poor structure; multiple branches arise at 8-10'; topped; in small opening in pavement with ivy.
71	Tree of heaven	23	Heritage tree	3	Low	Remove	Engulfed in ivy; asymmetric to W.
72	Tree of heaven	15	Heritage tree	3	Low	Remove	Engulfed in ivy; topped at 20'; multiple branches.
73	Coast live oak	6	No	2	Low	Remove	Topped at 4'; against fence in ivy.
74	Italian stone pine	9	No	3	Low	Remove	Asymmetric form. to N.; at base of utility pole; narrow planting strip against fence; ivy.
78	Coast live oak	11	Heritage tree	3	Low	Remove	Multiple trunks at 6'; no central leader; growing through chain link fence; surrounded by pavement.
79	Coast live oak	8, 6	Heritage tree	2	Low	Remove	Codominant trunks arise at base; growing through chain link fence; trunk growing around pole; surrounded by pavement.

# Tree Assessment

300-550 El Camino Real  
Menlo Park, CA  
March 20, 2015; updated May 2017



Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
80	Silver dollar gum	6, 5, 4	No	3	Low	Remove	Multiple trunks from base; surrounded by pavement.
81	Silver dollar gum	10, 10	No	2	Low	Remove	Codominant trunks from base; surrounded by pavement.
82	Silver dollar gum	9, 7, 7, 5	No	2	Low	Remove	Multiple trunks from base; surrounded by pavement.
83	Silver dollar gum	6, 6	No	2	Low	Remove	Codominant trunks from base; surrounded by pavement.
84	Silver dollar gum	28	Heritage tree	3	Low	Remove	Leaning E.; twig dieback; large gall on S.
86	Silver dollar gum	32	Heritage tree	2	Low	Remove	Poor structure; several codominant stems with poor attachments.
101	Blue gum	21	Heritage tree	2	Low	Preserve	Topped; under power lines.
102	Blue gum	30	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
103	Blue gum	25	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
104	Blue gum	19	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
105	Blue gum	19	Heritage tree	2	Low	Preserve	Topped; under power lines.
106	Blue gum	28	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
107	Blue gum	26	Heritage tree	2	Low	Preserve	Topped; under power lines.
108	Blue gum	20	Heritage tree	2	Low	Preserve	Topped; under power lines.
109	Blue gum	24	Heritage tree	2	Low	Preserve	Topped; under power lines.
110	London plane	7	No	3	Low	Preserve	Under power lines.
111	London plane	6	No	3	Low	Preserve	Under power lines; low vigor.
112	London plane	8	No	3	Moderate	Preserve	Low vigor.

# Tree Assessment

300-550 El Camino Real  
Menlo Park, CA  
March 20, 2015; updated May 2017



Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
113	Coast redwood	17	Heritage tree	4	High	Preserve	In narrow planting strip; 3" circling root.
114	Coast redwood	19	Heritage tree	4	High	Preserve	In narrow planting strip.
115	Coast live oak	25	Heritage tree	3	Low	Preserve	In narrow planting strip; thin; twig dieback; poor color; sprinkler head near trunk; base moist; wounds on trunk.
116	Coast redwood	24	Heritage tree	4	High	Preserve	In narrow planting strip.
117	Coast redwood	25	Heritage tree	4	High	Preserve	In narrow planting strip.
118	Coast redwood	25	Heritage tree	4	High	Preserve	In narrow planting strip.
119	London plane	12	No	4	High	Preserve	In narrow planting strip with ivy; ivy up trunk.
121	London plane	8	No	3	Moderate	Preserve	In narrow planting strip with ivy; intermediate form.
122	London plane	15	Heritage tree	4	High	Preserve	In narrow planting strip with ivy; ivy up trunk.
123	Coast redwood	26	Heritage tree	5	High	Preserve	Trunk fills narrow planting space.
124	London plane	11	No	4	High	Preserve	In narrow planting strip with ivy.
125	London plane	7	No	4	High	Preserve	In narrow planting strip.
126	London plane	10	No	4	High	Preserve	In narrow planting strip.
127	London plane	9	No	3	Moderate	Preserve	In narrow planting strip; intermediate form.
276	Coast live oak	14	Heritage tree	3	Low	Remove	Engulfed in ivy; chain link fence through tree.
277	Tree of heaven	15	Heritage tree	2	Low	Remove	Engulfed in ivy; leaning W. over street.

June 27, 2017

John Donahoe  
Stanford University Land, Buildings and Real Estate  
3160 Port Drive, Suite 200  
Palo Alto, CA 93404



Subject: Addendum to Arborist Report  
300-550 El Camino Real, Menlo Park, CA

Dear Mr. Donahoe:

On May 19, 2017 I prepared an Arborist Report for the subject site which included 106 trees, 34 of which I identified as meeting the City of Menlo Park’s definition of Heritage tree. Since then, I have been informed of an addition to the definition that changed the number of Heritage trees as well as the number of permit applications required for Heritage tree removal. This addendum addresses those changes.

**City of Menlo Park Protected Trees**

The City of Menlo Park Municipal Code Ch. 13.24 protects Heritage trees, which are defined as:

1. Any tree having a trunk diameter of 15” or more.
2. Any oak tree native to California with a trunk diameter of 10” or more.
3. Any tree or group of trees specifically designated by the City Council for protection because of its historical significance, special character or community benefit.
4. Any tree with more than one trunk measured at the highest point where the trunks divide, with a diameter of 15” or more, with the exception of trees that are under 12’ in height.

As required in the ordinance, trunk diameters were measured at 4.5’ above grade. For multi-trunked trees, trunk diameter was measured at the point where the trunks divide. For trees having more than one trunk, the diameter is measured below the junction of the stems. However, at this site, several of the trees had multiple trunks arising at the ground, so we were not able to measure below the junction. I was told by the City’s Arborist that in those cases, each stem should be measured at 4.5’ above grade.

Seven trees had multiple trunks arising from the ground level: #12, 25, 27, 79, 80, 81 and 82 (photo 1). However, none of those trunks were 15” or larger in diameter, so I did not



Photo 1: Tree #80 had two trunk arising from the ground. I measured the diameters of the 3 trunks present at 4.5’ above grade: 6”, 5” and 4”, totaling 15”.

identify them as Heritage trees. I have since learned that the City's policy is to add the diameter of multiple stems together; if the sum is 15" or greater, the tree is designated as a Heritage Tree. That change has increased the number of Heritage trees at the site from 33 (not counting dead tree #58) to 40 (Table 1).

**Table 1: Heritage Trees. 300-550 El Camino Real, Menlo Park**

Tag #	Species	Trunk Diameter (in.)	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition
5	Canary Island date palm	25	3	Moderate	Preserve; off-site
6	Canary Island date palm	31	3	Moderate	Preserve
7	Canary Island date palm	27	3	Moderate	Preserve
8	Canary Island date palm	27	3	Moderate	Preserve
9	Canary Island date palm	27	3	Moderate	Transplant
12	Hollywood juniper	11, 6, 5, 3	3	Low	Remove
25	Coast live oak	5, 4, 2, 2, 2	3	Moderate	Remove
27	Holly oak	10, 8	3	Moderate	Remove
48	Italian stone pine	36	2	Low	Remove
49	Italian stone pine	36	3	Low	Remove
59	Italian stone pine	26	3	Low	Remove
69	Valley oak	44	2	Low	Remove
71	Tree of heaven	23	3	Low	Remove
72	Tree of heaven	15	3	Low	Remove
78	Coast live oak	11	3	Low	Remove
79	Coast live oak	8, 6	2	Low	Remove
80	Silver dollar gum	6, 5, 4	3	Low	Remove
81	Silver dollar gum	10, 10	2	Low	Remove
82	Silver dollar gum	9, 7, 7, 5	2	Low	Remove
84	Silver dollar gum	26	3	Low	Remove
86	Silver dollar gum	32	2	Low	Remove
101	Blue gum	21	2	Low	Preserve; off-site
102	Blue gum	30	2	Low	Preserve; off-site
103	Blue gum	25	2	Low	Preserve; off-site
104	Blue gum	19	2	Low	Preserve; off-site
105	Blue gum	19	2	Low	Preserve; off-site
106	Blue gum	28	2	Low	Preserve; off-site
107	Blue gum	26	2	Low	Preserve; off-site
108	Blue gum	20	2	Low	Preserve; off-site

Tag #	Species	Trunk Diameter (in.)	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition
109	Blue gum	24	2	Low	Preserve; off-site
113	Coast redwood	17	4	High	Preserve; off-site
114	Coast redwood	19	4	High	Preserve; off-site
115	Coast live oak	25	3	Low	Preserve; off-site
116	Coast redwood	24	4	High	Preserve; off-site
117	Coast redwood	25	4	High	Preserve; off-site
118	Coast redwood	25	4	High	Preserve; off-site
122	London plane	15	4	High	Preserve; off-site
123	Coast redwood	26	5	High	Preserve; off-site
276	Coast live oak	14	3	Low	Remove
277	Tree of heaven	15	2	Low	Remove

**Heritage Tree Disposition**

The plans for the site are to completely demolish the existing buildings and site features and to build a new mix-use project. As a result, 18 Heritage trees, all but two of which have low suitability for preservation because of their health and/or structural condition, are proposed for removal (Table 2). In addition, transplanting Heritage Canary Island date palm #9 to another location on the site is proposed. Heritage tree removal permit applications for each tree are attached, as well as the Tree Inventory Map showing the location of each.

**Table 2. Heritage trees proposed for removal. 300-550 El Camino Real, Menlo Park.**

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
12	Hollywood juniper	11, 6, 5, 3	Low
25	Coast live oak	5, 4, 2, 2, 2	Moderate
27	Holly oak	10, 8	Moderate
48	Italian stone pine	36	Low
49	Italian stone pine	36	Low
59	Italian stone pine	26	Low
69	Valley oak	44	Low
71	Tree of heaven	23	Low
72	Tree of heaven	15	Low
78	Coast live oak	11	Low
79	Coast live oak	8, 6	Low
80	Silver dollar gum	6, 5, 4	Low
81	Silver dollar gum	10, 10	Low
82	Silver dollar gum	9, 7, 7, 5	Low
84	Silver dollar gum	26	Low

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
86	Silver dollar gum	32	Low
276	Coast live oak	14	Low
277	Tree of heaven	15	Low

Replacement trees to mitigate the removal of Heritage trees as well as the planned future location of transplanted palm #9 are shown on the project Landscape Plans (The Guzzardo Partnership, Inc.).

Twenty-one Heritage trees will be preserved in place. Heritage trees are required to be preserved and maintained in a state of good health. A permit from the City is required to remove or prune more than one fourth of the canopy and/or roots. Tree protection and preservation guidelines are provided in the Arborist Report (May 19, 2017).

Sincerely



Nelda Matheny  
Registered Consulting Arborist #243

# Tree Inventory Map

300-550 El Camino Real  
Menlo Park, CA

Prepared for:  
Stanford University  
April 3, 2015

- Notes:
1. Tree locations are approximate.
  2. Basemap is ESRI aerial image.

## Legend

○ Trees



260

Feet



325 Ray Street  
Pleasanton, CA 94566  
Phone (925) 484-0211  
Fax (925) 484-0596





June 28, 2017

John Donahoe  
 Stanford University Land, Buildings and Real Estate  
 3160 Porter Drive, Suite 200  
 Palo Alto, CA 93404



Subject: Advanced tree inspection  
 300-550 El Camino Real, Menlo Park, CA

Dear Mr. Donahoe:

In the Arborist Report (May 19, 2017) for the subject site I described three Heritage trees as lacking basal flare: Italian stone pines (*Pinus pinea*) #49 and 59 and valley oak (*Quercus lobata*) #69. The City of Menlo Park requested that a root collar inspection be performed on each. This report summarizes those inspections.

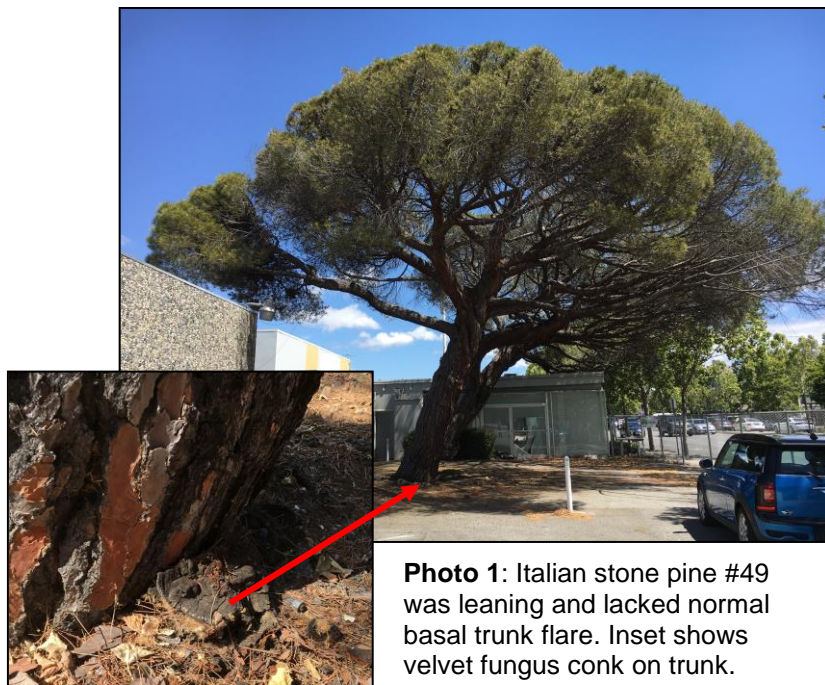
**Methods of Inspection**

To inspect the condition of the basal trunk area, the soil at the base of each tree was excavated using a pneumatic device to expose the original basal trunk flare and buttress roots. I then examined the area visually, inspected the condition of the bark and cambium using a chisel, and tested the integrity of the wood to a depth of 18” using a Resistograph®, a decay detection and recording device. I performed the inspection on June 2.

**Italian stone pine #49**

Italian stone pine #49 is a large, leaning, mature Heritage tree 36” in trunk diameter (photo 1). The foliage was thin and chlorotic (yellow). The base of the trunk had no flare, indicating it likely had fill soil placed over the original root collar. The tree was surrounded by pavement and roots had cracked and uplifted the pavement. There was a velvet top fungus (*Phaeolus schweinitzii*) conk at the base of the trunk on the southwest. This is a fungus that causes extensive root and basal trunk decay in conifers, making the tree more prone to windthrow and lower stem breakage. There are no treatments to halt or repair decay progression in infected trees.

The soil around the base of the tree was excavated to a depth



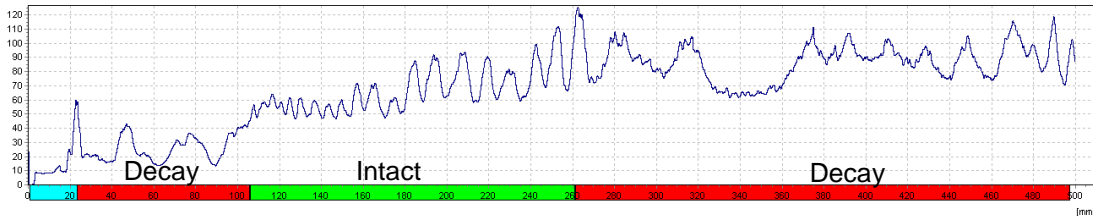
**Photo 1:** Italian stone pine #49 was leaning and lacked normal basal trunk flare. Inset shows velvet fungus conk on trunk.

of 20". There was an extensive network of circling adventitious roots around the trunk base (photo 2).

I tested the basal trunk area below the point at which the decay conk was attached. The Resistograph trace indicated that the wood was decayed (fig. 1).

Based on my testing and analysis I rate the likelihood for this tree to fail within the next five years as **probable**.

**Photo 2:** The root collar excavation at tree #49 revealed approximately 20" of fill over the root collar and a dense network of circling adventitious roots.



**Fig. 1:** Resistograph trace into the basal trunk area below the fungal conk.

### Italian stone pine #59

Italian stone pine #59 also is a mature Heritage tree with an asymmetric crown (photo 3). The trunk diameter is 26 inches. In 2012 there was an adjacent Heritage pine (#58) that died between then and 2015. The dead tree was removed in 2016.

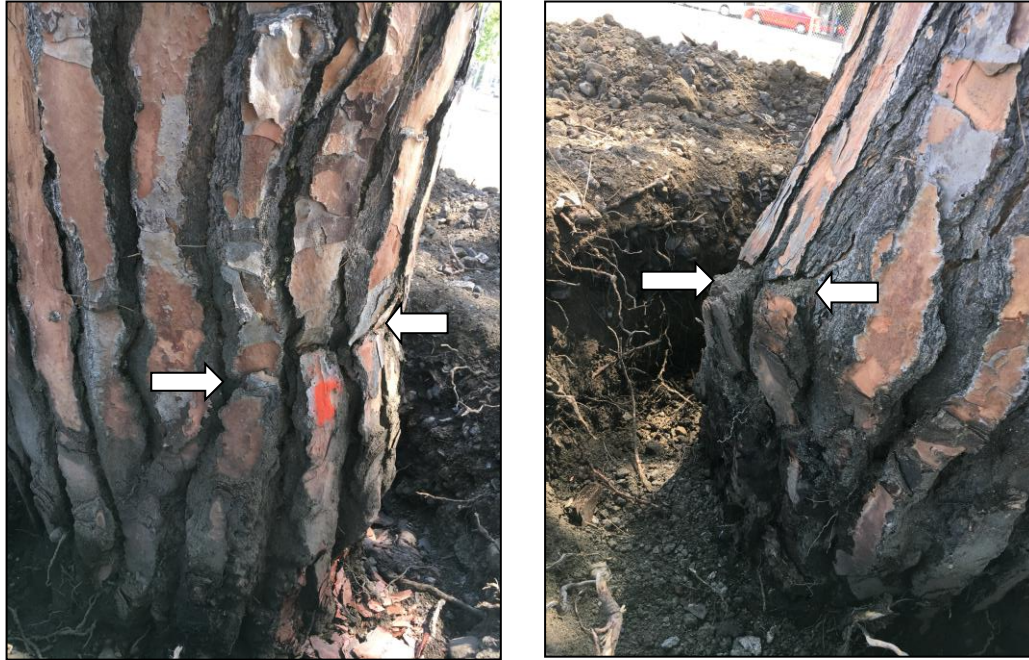
This tree also lacked basal trunk flare. Excavation revealed 24" of fill soil had been placed over the root collar in years past.

The primary visual clues indicating conditions of concern for this tree were signs of localized wood failure from tension and compression forces acting on the lower trunk. On the west side where the trunk was under compression, the bark was indented (photo 4). On the east side where the trunk was under tension, the



**Photo 3:** Pine #59 was leaning to the west and lacked basal trunk flare. There was 24" of fill soil over the original root collar.

bark was fractured and protruding outward (photo 5).



**Photo 4** (left): Localized failure of the west side of the trunk under compression forces.

**Photo 5** (right): Localized failure of the east side of the trunk under tension forces.

Based on my testing and analysis I rate the likelihood for this tree to fail within the next five years as **probable**.

#### **Valley oak #69**

Valley oak #69 was a mature Heritage tree with a trunk diameter of 44 inches. This tree was in poor condition with several very large pruning wounds with extensive decay and an asymmetric form to the west (photo 6). There were remnants of sulfur fungus (*Laetiporus gilbertsonii*) on the large wound faces. This decay organism causes cubical brown rot that reduces structural strength and makes the tree prone to failure.

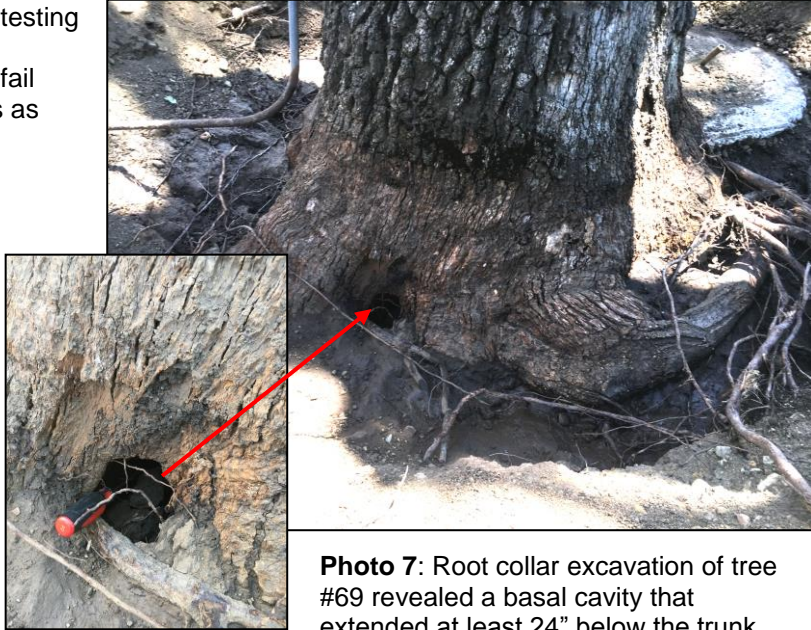
The root collar excavation removed 24" of soil and revealed the presence of a cavity on the north side (photo 7). I was able to insert a 24"-long probe into the cavity. I do not know how much deeper the cavity extended below



**Photo 6:** Valley oak #69 had large wounds with remnants of the decay conk sulfur fungus.

the trunk. Based on my testing and analysis I rate the likelihood for this tree to fail within the next five years as **probable**.

In summary, I inspected Heritage trees #49, 59, and 69 following root collar excavations of each. Based on the degree of decay and defects present in each tree I rate the likelihood for each tree to fail in the next five years as **probable**. I recommend removing and replacing them. all three trees.



**Photo 7:** Root collar excavation of tree #69 revealed a basal cavity that extended at least 24" below the trunk.

Sincerely

Nelda Matheny  
Registered Consulting Arborist #243



# Stanford University

August 16, 2017

Mayor Kirsten Keith  
Mr. Alex McIntyre, City Manager  
City of Menlo Park  
701 Laurel Street  
Menlo Park California 94025

Dear Mayor Keith and Mr. McIntyre:

Stanford University is pleased to present this offer of Community Benefits as part of our proposed Middle Plaza at 500 El Camino Real development. Middle Plaza<sup>®</sup> will help fulfill the vision of Menlo Park's El Camino Real and Downtown Specific Plan by providing much needed workforce and affordable housing to the City and revitalizing 8.5 acres of dormant property along El Camino at the City's gateway. Middle Plaza will add to the economic vitality of the downtown, create publicly accessible open space, add beautiful widened sidewalks along El Camino, and improve east/west bicycle and pedestrian connectivity.

Since 2007, Stanford has been engaged with the City and the community on designing an attractive and productive redevelopment of our property. Over the last few years, we have hosted over a dozen community meetings to learn what is important to the community and to gather feedback on our project, its design, and its features with the intent of incorporating this feedback into our final application.

With our revised and final plan now before you, we are excited to be able to add a robust \$7 million Community Benefits package into consideration. This funding further responds to the City and community on items that are above and beyond what is required as part of the Specific Plan, including Stanford's financial contributions to the Caltrain rail crossing, schools and the addition of Below Market Rate units above what is required by the City.

### **Caltrain Rail Crossing**

Throughout the Specific Plan process, as well as during our community outreach, we have heard the community's interest in a pedestrian and bike connection across the railroad tracks near Middle Avenue, connecting Burgess Park with the westside of Menlo Park and providing connections to residents on the eastside of Menlo Park with downtown, schools and parks on the west. Stanford proposes to contribute funding of 50% of the cost of a crossing of the Caltrain tracks, up to a total Stanford contribution of \$5 million. This crossing will provide a convenient and safe way for Menlo Park residents to cross the railroad tracks on foot or bike and develop better, more cohesive connections for neighbors on each side of the tracks. It is a desirable way to further the El Camino Real and Downtown Specific Plan's goal to improve east/west connectivity. Our work to support this crossing and connect it through the retail

and plaza component of our project will result in a great amenity for the community and is an example of what has been achieved by working collaboratively through the project's design.

### **Support for Menlo Park Schools**

Stanford recognizes and appreciates how important high quality schools are to the residents of Menlo Park. To that end, Stanford proposes a contribution to the Menlo Park Atherton Education Foundation of \$1 million, paid over 10 years, to further its mission of supporting the Menlo Park City School District and its critical needs.

### **Affordable Housing**

Stanford proposes to provide a total of 10 one-bedroom units at a below market rental rate. Per the City's BMR ordinance, five BMR units or in-lieu fees are required for our project. Also, to satisfy the City's BMR ordinance for Stanford's 2131 Sand Hill Road project, Stanford agreed to provide two additional BMR units in the Middle Plaza development. In addition, Stanford will provide three BMR units over the City ordinance requirements for the Middle Plaza project. The addition of these three units represents a financial contribution by Stanford of over \$1 million.

### **Other Project Benefits**

The above-mentioned Community Benefits are all voluntary contributions above and beyond what is required of Stanford. They come on top of established requirements and inherent benefits achieved through Menlo Park's land use planning process. Below are just some of the other elements of the project that provide benefits to the broader Menlo Park community:

- Publicly-accessible Middle Plaza – Stanford is providing a publicly accessible plaza that the entire community can enjoy. We have conducted numerous meetings and focus groups on important elements of the plaza, and our proposal includes a plaza over double the size of what's required in the Specific Plan. This one-half acre plaza will include attractive landscaping, open space, seating areas, space for events and programming, and areas for restaurant seating, similar to the plaza space at Café Barrone. Stanford has agreed to provide and fund the ongoing management and maintenance of this space, and to fund and construct this publicly accessible space. The value of this space, including land, is estimated at over \$10 million.
- Open Space and Underground Parking – Providing open space in the downtown area is an important element of the El Camino Real Downtown Specific Plan. Stanford's project exceeds the plan's 30% open space requirement, and provides 40% open space. In order to be able to provide this significant amount of open space, Stanford has placed 84% of the project's parking underground. The cost to do this is tens of millions of dollars in excess of the costs of surface or above ground parking. This will greatly improve the aesthetics of the project to the community.
- El Camino Real Sidewalk Improvements – Walkability will be greatly improved along El Camino, with our project funding the creation of a 15 foot wide promenade along the one-third mile of our El Camino frontage. This equates to over one-half acre of land dedicated to improving the

pedestrian experience, as well as providing an attractive frontage along the entire length of our project site.

- Economic Vitality – Downtown Menlo Park retail business have suffered for years from lack of foot traffic. The addition of office space proximate to the downtown will provide weekday customers to downtown merchants. The office space will also draw business travelers who create additional demand for the El Camino hotels, providing sales and Transient Occupancy Tax to the City. Additional residents in our apartments will increase downtown retail patronage at all times during the day, night and weekends.

Stanford submitted its initial project application in January 2013, over four and a half years ago. Since that submission, we have made numerous changes and adjustments based on the feedback from the City and residents, including:

- Increased Housing – Due to the housing crisis as well as local jobs/housing imbalance, the City and community asked us to increase the housing component of the project. We have increased our housing units from 170 to 215, an increase of 26%.
- Eliminated Medical Office/Reduce Total Office – The local community requested elimination of Medical office, due to traffic concerns, which we have done. Due to the concern over a shortage of housing versus office uses, we reduced our office square footage from 199,500 square feet to 144,000 square feet, a reduction of over 27%. Also, this amount is 37% less than what is allowed under the base conditions of the Specific Plan.
- Eliminated Three Bedroom Units – Due to concern with increased school enrollment, we were asked to eliminate three bedroom units from our project, which we have done.
- Improved Project Design – The architecture on our original proposal was not well received by the Menlo Park community. We have completely changed both the residential and office architecture to be more compatible with the styles of Menlo Park. This change includes significantly more detailing, articulation, modulation and cost than is typical for comparable local development projects.
- Reduced project height – Our original project included office buildings with four stories. Our office buildings are now only three stories.

In exchange for these project benefits, we ask that the Development Agreement vest our rights to construct the project in accordance with our approvals for a negotiated period of time corresponding to the period the City needs to construct the Caltrain railroad crossing. This means we would follow the requirements in our approval documents; the City would not change those requirements and would not impose any new development impact fees beyond those that exist today.

We are cognizant of the fact that a Development Agreement is not needed for the Middle Plaza project because it conforms to the base requirements of the Specific Plan. Under the Plan, the determinations that the project furthers the Plan's vision, goals and objectives would be sufficient to merit project approval. Nevertheless, we committed early on to provide funding for the Caltrain crossing, and determined a Development Agreement would be the most appropriate mechanism for documenting our

funding agreement. When we met with the Council's subcommittee prior to publication of the Draft EIR for our project, we offered a \$3 million contribution toward that crossing. Since then, we have increased our commitment for the crossing to \$5 million, added the contributions to the Menlo Park Atherton Education Foundation described above, and added three more BMR units than are required by the City's ordinance. In total, we have more than doubled our initial offer.

We look forward to working with the City to approve this project that will bring over \$7 million of negotiated Community Benefits to the City of Menlo Park and Menlo Park schools in addition to the many benefits that are inherent to the project. The Middle Plaza at 500 El Camino Real project will bring vitality to properties that have been vacant (some for over twelve years), be sensitive to and compatible with the adjacent properties, improve east/west connectivity, provide much needed workforce and affordable housing, provide economic activity and vitality, enhance pedestrian and bicycle networks, improve the appearance and functionality of the El Camino Real streetscape, and provide much needed open space for the Menlo Park community.

In addition, we are providing additional information related to Stanford's tax-exempt status in Attachment 1 of this letter. Thank you for helping us take our property forward according to the vision of the El Camino Real Downtown Specific Plan.

Sincerely,



Steve Elliott

Managing Director, Development



## Attachment 1

### Middle Plaza at 500 El Camino

#### Additional Project Information

Article XIII, Section 3 (e) of the California Constitution specifically exempts from property tax property used exclusively for educational purposes by a nonprofit institution of higher education. This exemption recognizes as public policy that a nonprofit institution of collegiate grade should not be subjected to tax burdens on real estate used to fulfill its exempt purpose, i.e. for scientific research and education. This includes the provision of housing for students, faculty and staff. This exempt status allows for financial resources to be dedicated to the educational mission, as for example, the support of significant tuition assistance for students, substantial investments in teaching and research, and housing, transportation and other support services to operate the University.

- Stanford properties in Menlo Park currently pay over \$2 million annually in property taxes to Menlo Park, with approximately \$400,000 per year to Menlo Park elementary and middle schools. As these are all commercial properties, they have never generated any students to Menlo Park schools.
- Increase in the local housing stock, including below market rate housing, is an important element of our project to the local community. We specifically increased our housing, and reduced our office square footage, to meet council and community concerns.
- Per requests from the City and the Community, all three-bedroom units were removed from the project to reduce school impacts. Three or more bedroom units have a significantly higher student generation rate than one and two-bedroom units.
- Stanford will be paying over \$1 million in school facilities fees to local schools to accommodate school district enrollment.
- Additionally, as part of the proposed Development Agreement, Stanford would voluntarily contribute funds to the Menlo Park Atherton Education Foundation of over \$1 million.
- The project will contribute in a number of ways toward safe routes to schools, including significant funding for the Caltrain crossing, bike lanes on Middle Avenue, TIF funds, and construction of intersection and crosswalk improvements.
- Any apartments not occupied by Stanford workforce will be subject to property tax.
- Stanford housing is more affordable than market housing for its workforce, because of the property tax exemption.
- Stanford currently leases approximately 800 rental units in the local community, with approximately 180 in Menlo Park, and it exercises its state property tax exemption on those units. Stanford's need for additional local rental housing is expected to continue to grow. By developing Middle Plaza with Commercial AND Residential elements, Stanford is able to add to the housing stock, reduce its local rentals, and provide property taxes from the commercial component of the project.
- Stanford contributes in many other ways that benefit local schools and communities, programmatically and not just fiscally. For example, programs in the Stanford John Gardner

Center, Haas Center for Public Policy, the Stanford Design School, the School of Education, and numerous other programs have contributed to local community schools for many years.

- Housing for faculty, staff and students near campus promotes bike and pedestrian travel versus single occupant car commuting, which results in a more sustainable project.
- Stanford's faculty staff housing office does not expect Middle Plaza to attract families with children, due to its small unit size and location along a commercial corridor between El Camino Real and the Caltrain tracks.

**From:** [Sandmeier, Corinna D](#)  
**To:** "[Francesca Philip](#)"  
**Subject:** RE: Middle Plaza Meeting  
**Date:** Tuesday, July 25, 2017 12:19:00 PM

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Hi Fran,

Thank you for your email. While there is some flexibility built into the Specific Plan, the City Council hasn't demonstrated a preference for opening on-street parking spaces for additional travel lanes. The EIR for the Middle Plaza at 500 El Camino Real project assumed the most conservative position (no increase to lane capacity). Many business owners have also indicated on-street parking is important for their businesses.

Please let me know if you have an additional comments or questions.

Sincerely,  
Corinna

Corinna Sandmeier  
Associate Planner, City of Menlo Park  
650-330-6726  
[cdsandmeier@menlopark.org](mailto:cdsandmeier@menlopark.org)

-----Original Message-----

From: Francesca Philip [<mailto:fran@philipusa.com>]  
Sent: Saturday, July 22, 2017 11:05 AM  
To: Sandmeier, Corinna D  
Subject: Middle Plaza Meeting

Corinna hi, it's Fran Philip here from Menlo Pilates & More (959 El Camino).

I have a quick comment to make. The traffic travelling on El Camino will increase due to the new development. Has the City considered opening up the parking lanes into Downtown and make them a Clearway. Clearway meaning that no parking is allowed during peak hour. Peak Hour being 6.00am to 10am and then 3pm to 7pm.

Currently I have clients who are finding it takes 20 minutes to get down to my business from Alma/Sand Hill to Menlo Avenue.

Thank you for taking my comments.

Fran Philip

[www.menlopilatesandmore.com](http://www.menlopilatesandmore.com)

Cell 408.480.8977

**From:** Diane Bailey  
**To:** [CCIN](#); [Planning Commission](#)  
**Cc:** [Allan Bedwell](#); [Chris DeCardy](#); [London Janelle](#); [Scott Marshall](#); [Deborah Martin](#); [Christina Smolke](#); [joyce327+EO@gmail.com](#); [Curtin Clay J](#); [njadallah55@gmail.com](#)  
**Subject:** Recommended Improvements for Stanford's Middle Plaza - Menlo Park Deserves the same quality as On-Campus Developments  
**Date:** Friday, August 11, 2017 3:51:13 PM  
**Attachments:** [C421302D-8C87-4C6E-9C4A-456168B4C399\[30\].png](#)  
[Menlo Spark Middle Plaza Comments.pdf](#)  
[20170524 Letter from EOC to Stanford Parcel Negotiating Subcommittee\[1\]\[2\].pdf](#)

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Dear City Council Members and Planning Commissioners,  
It has come to our attention that the proposed Stanford Middle Plaza project will not conform to Stanford's on-campus sustainability standards, and also won't meet the policy goals of the City's updated General Plan. Please find our recommendations and comments attached. We support the recommendations of the Environmental Quality Commission, also attached here for reference.

We hope you will consider updating the requirements for this significant new development to meet the latest City standards as well as those held by Stanford.

Sincerely,  
Diane Bailey

**Diane Bailey | Executive Director**

**MENLO SPARK**

[diane@menlospark.org](mailto:diane@menlospark.org) | 650-281-7073

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***Climate Neutral for a Healthy, Prosperous Menlo Park***

**EV, PV & Fossil Free: Guides for Electric Cars, solar & Fossil Free Homes at: <http://menlospark.org/what-we-do/>**



*Climate Neutral for a Healthy, Prosperous Menlo Park*

August 11th, 2017

*Via email*

City Council  
Planning Commission  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025

RE: Stanford Middle Plaza Project - Recommended Requirements for Approval

Dear City Council Members and Planning Commissioners,

We are writing to express concern over Stanford University's proposed Middle Plaza project on El Camino Real near the Palo Alto border, and with these comments support and further discuss the comment letter by the Environmental Quality Commission to the Stanford Parcel Negotiation Committee on May 24<sup>th</sup>, 2017, and similar comments made by Planning Commissioners at their March 27<sup>th</sup> meeting. We recommend the following specific improvements to this extensive project:

1. Meet recently adopted Green Building Standards: The Middle Plaza proposal should meet the environmental standards of the recently adopted zoning regulation update for the Bayfront (M2) area, including, but not limited to, renewable energy, electric car charging, water conservation, and zero waste policies.
2. Provide a comprehensive TDM program: Middle Plaza should employ all potential measures available to minimize the increase in vehicle trips from the project by incentivizing alternative travel methods, including charging for parking, transit passes for all site occupants (workers and residents), and ensuring a high-quality bike and pedestrian (multi-use) path along the development.
3. Support Menlo Park's designation as a Tree City: The project should landscape all areas except for surface parking considered critical, with the remainder of parking underground.

Menlo Spark is an independent, nonprofit organization working with local businesses, residents, and government partners to achieve a carbon-neutral Menlo Park in the near future. We commend certain aspects of the Middle Plaza project. However, without several additional improvements, the project constitutes a step backwards on Menlo Park's climate goals and misses important opportunities to reduce traffic. Our research shows that the project does not compare favorably to the City's recent building standards, and similarly falls short compared to other recent developments and Stanford's own on-campus standards.

**Middle Plaza Project Comparison to  
a Similar Recent Development, New Menlo Park Standards, and Stanford’s On-campus Buildings**

	<b>Middle Plaza Proposed Project</b>	<b>Station 1300, El Camino Real (2017)</b>	<b>City of Menlo Park Zoning Update (2016)</b>	<b>Stanford Buildings on-campus</b>
<b>Size/Type</b>	~8 Acre Mixed Use (>100,000 sf)	~6 Acre Mixed Use (> 100,000 sf)	Commercial & Multifamily (>100,000 sf, Mixed Use)	Mixed Use, > 100,000 sf
<b>Green Building Standards</b>	LEED Silver	LEED Gold 800 kW Solar	LEED Gold 100% Renewable Energy >30% of Max. feasible solar on-site	Campus Avg: LEED Gold Some buildings are Carbon Neutral & Zero Net Energy 14-355 kW Solar
<b>Clean Transportation</b>		Paid Parking, TDM Suite with free transit passes	TDM Plan & 20% Reduced traffic	Paid Parking, TDM Suite with free transit passes

Sources:

Middle Plaza Project: <http://www.menlopark.org/172/Middle-Plaza-at-500-El-Camino-Real>

1300 El Camino: <http://menlopark.org/DocumentCenter/View/12498>

City of Menlo Park Zoning: <http://www.menlopark.org/DocumentCenter/View/12445>

Stanford Buildings on Campus: [https://sustainable.stanford.edu/sites/default/files/resource-attachments/E\\_C\\_Plan\\_2015.pdf](https://sustainable.stanford.edu/sites/default/files/resource-attachments/E_C_Plan_2015.pdf)

**Getting current with the City**

Both the City of Menlo Park, as well as the project sponsor, Stanford University, have clearly-stated goals and policies that demonstrate a strong commitment to the efficiency, sustainability, and vitality of the Menlo Park and Stanford communities, and we applaud these. For example, in the City’s recently updated General Plan, nine “Guiding Principles” are outlined, which “describe the kind of place that community members want Menlo Park to be.”<sup>1</sup> The ninth Guiding Principle applies to environmental sustainability and reads as follows: “Menlo Park is a leader in efforts to address climate change, adapt to sea-level rise, protect natural and built resources, conserve energy, manage water, utilize renewable energy, and promote green building.”<sup>2</sup>

Additionally, the recently updated zoning regulations for Menlo Park’s Bayfront district codify these ideals into an exemplary set of environmental standards that highlight Menlo Park’s leadership. Although the new zoning only applies legally in the Bayfront area, we strongly recommend adherence to these standards by all significant developments throughout the City to ensure more equitable development.

**Environmental Leadership at Stanford**

Stanford University has demonstrated a strong commitment to reduce greenhouse gas (GHG) emissions and improve energy sustainability for its on-campus construction projects. For example, 65% of the energy that the University uses on campus is from renewable energy, much of which comes from

<sup>1</sup> <http://menlopark.org/DocumentCenter/View/15014>, pg I-9.

<sup>2</sup> General Plan, I-11

solar, and this percentage is likely to increase over time. More impressively, Stanford has cut its on-campus GHG emissions by over 50% since 2012.<sup>3</sup> Stanford is also committed to new buildings on campus meeting LEED Gold standards, a designation also required by the City for projects like that of Middle Plaza *in the Bayfront District*. Stanford has a renowned sustainability program with venerable principles (which were attached to EQC's May 24<sup>th</sup> comments);<sup>4</sup> and the main campus runs a top-notch transportation demand management (TDM) program.

### **Positive Elements of the Middle Plaza Proposal**

There are several aspects of the Middle Plaza project that form a strong foundation to build on towards a more sustainable project, and we commend these. The project includes a list of valuable TDM strategies that aim to reduce *individual* vehicle trips as well as incentivize alternative commute options, such as public transportation and biking. We support these strategies as important elements of the project. Some examples include the following: a bike share for residents and employees, a number of bicycle amenities (long- and short-term storage, DIY bike repair stands, showers, and lockers), car share vehicles, preferred parking for carpools and vanpools, an online platform for organizing carpools, and a guaranteed ride home for employees.<sup>5</sup> These programs can significantly reduce the traffic congestion and GHG emissions that come with solo driving. This is especially important in residential areas like Menlo Park, where the highest percentage of GHG emissions results from traffic.

Additionally, The City of Menlo Park plans to build a grade-separated path across the Caltrain right-of-way, from Middle Plaza to Alma Street. This path will enhance the East-West connectivity of downtown Menlo Park, provide better downtown access to and from nearby Burgess Park, and enable bikers to take an alternate North-South route along Alma, as opposed to El Camino Real. Stanford University has pledged to fund a significant portion of this project, which is a laudable contribution to the Menlo Park community that also acts to promote green alternatives to driving.

It is also noteworthy that the project provides a large amount of parking spaces with electric vehicle (EV) charging stations, as required by *both* ECR/D and Bayfront zoning standards.<sup>6</sup> In addition, the location of the project, roughly half a mile from both the Palo Alto and Menlo Park Caltrain stations, as well as the fact that the parking structure for Middle Plaza will be located underground, are also positive environmental aspects of the project. These elements of the development plans will help reduce the environmental impact of the project, especially by reducing reliance on fossil fuels, which is an essential step in both global as well as local climate change mitigation efforts. Despite this, however, there are also significant areas where the project should be improved.

### **Recommended Green Building Improvements**

The Middle Plaza project should demonstrate a commitment to green building by matching the Stanford on-campus building average equivalency to LEED Gold,<sup>7</sup> and should meet the City of Menlo

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<sup>3</sup> [https://sustainable.stanford.edu/sites/default/files/resource-attachments/E\\_C\\_Plan\\_2015.pdf](https://sustainable.stanford.edu/sites/default/files/resource-attachments/E_C_Plan_2015.pdf)

<sup>4</sup> <https://sustainable.stanford.edu/about/principles>

<sup>5</sup> DEIR, <http://www.menlopark.org/1096/Infill-Environmental-Impact-Report>

<sup>6</sup> Chapter E—Land Use and Building Character—of Menlo Park's ECR/D Specific Plan, section E.3.8.03:

<https://www.menlopark.org/DocumentCenter/View/293>

<sup>7</sup> <https://sustainable.stanford.edu/sites/default/files/2016%20Stanford%20LEED%20Equivalency%20Analysis%20102716.pdf>

Also, in 2010, Stanford Construction Standards required LEED Gold, though these requirements do not appear in more recent guides. [https://energy.stanford.edu/sites/default/files/energy\\_seminar\\_march\\_28\\_final.pdf](https://energy.stanford.edu/sites/default/files/energy_seminar_march_28_final.pdf)

Park's updated zoning code (for the Bayfront area) requiring 100 percent renewable energy throughout the project. If the project were located in Menlo Park's M2/Bayfront district, not only would it be required to be LEED Gold certified and utilize 100% renewable energy, but also it would need to have a recycled water system and zero-waste plans. Similarly, if the development was taking place on Stanford's campus, it would be likely meet LEED Gold standards.

The Middle Plaza project is currently only slated to adhere to the LEED Silver Standard required by the downtown specific plan. This is out of step with the climate vision of Menlo Park and misses a critical opportunity to ensure that major new developments have carbon free buildings that do not add to the City's climate burden. As a priority, Stanford should commit to 100% renewable energy throughout this site, so that each building is carbon free. This has been done well by Stanford for other buildings on campus, such as the Y2E2 building,<sup>8</sup> which was no more costly to build than other comparable buildings. ***The City should continue its leadership role on green building standards by holding Stanford accountable to the more recent updated zoning regulations, including 100% Renewable Energy.***

### **Recommended Transportation Improvements**

Clean transportation, especially minimizing the net increase in daily vehicle trips predicted by the Draft EIR analysis, is another area for significant improvement. In Stanford University's General Use Permit, a goal of zero new net trips is outlined.<sup>9</sup> The Middle Plaza plan is inconsistent with this goal because the Draft EIR calculates a predicted net increase in daily vehicle trips by over 2,000 trips/day, even with the planned TDMs in place. The Draft EIR reports this impact as "significant but unavoidable," but more steps can be taken to cut traffic and associated carbon and air pollution from the project.

Several minor strategies are already under discussion which could help reduce traffic, such as constructing a bike lane on Middle Avenue, unbundling parking spaces from Middle Plaza rent fees, requiring all patrons of the site to purchase parking, and reducing the amount of available parking on-site to make room for a multi-use path. We strongly support each of these measures as important and practical steps towards reducing the environmental impact of this project. ***At a minimum, this project should employ the TDMs that the 1300 El Camino development employed, such as charging for parking and free transit passes guaranteed through lease agreements for all workers and tenants on the site.*** Since local traffic is one of the foremost concerns of residents and businesses in Menlo Park, and transportation accounts for the largest share of GHG emissions in Menlo Park, a more comprehensive set of TDM strategies is essential.

### **A Commitment to Sustainability by Stanford, On-Campus and in Menlo Park**

Stanford has a responsibility to minimize the carbon footprint of this project according to its own Energy and Climate Plan, which summarizes the University's commitment to climate change. The document states a guiding principle that the University is dedicated to applying its "intellectual and financial resources to provide leadership in climate change solutions, even if these efforts may differ from popular perceptions of how to pursue GHG reduction or are greater than governmental regulations

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<sup>8</sup> <https://www.hpbmagazine.org/attachments/article/11976/11Su-Y2E2-Stanford-CA.pdf>

<sup>9</sup> <http://news.stanford.edu/2016/11/21/application-updated-long-term-land-use-permit/>



may require.”<sup>10</sup> Stanford, the project sponsor, is also an integral part of the Menlo Park Community, producing good jobs, contributing to city revenue, offering first-class educational opportunities, and providing a source of pride for the Peninsula. It is therefore even more important for Stanford, being such an influential institution, to lead by example, meeting top green standards for this development.

We support the essence of this project, a mixed-use, transit-oriented development contributing to the vibrancy of Menlo Park’s downtown. However, we respectfully request that the City insist on a higher level of performance on sustainability from the Middle Plaza project, including carbon free buildings and reduced traffic from the site. Sustainability goals applied by Stanford on-campus should be met by Stanford off-campus also, right here in Menlo Park. Menlo Spark looks forward to the opportunity to work with Stanford, as well as the City, to support a top notch sustainable project.

Sincerely,

Diane Bailey, Executive Director, Menlo Spark

Nick Jadallah, Research Assistant, Menlo Spark

---

<sup>10</sup> Stanford University’s Energy&Climate plan, [https://sustainable.stanford.edu/sites/default/files/resource-attachments/E\\_C\\_Plan\\_2015.pdf](https://sustainable.stanford.edu/sites/default/files/resource-attachments/E_C_Plan_2015.pdf)



May 24, 2017

Stanford Parcel Negotiation Subcommittee  
ATTN: Ray Mueller and Peter Ohtaki  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025

**RE: Environmental considerations for the Middle Plaza at 500 El Camino Real project (Stanford)**

Dear Councilmembers Mueller and Ohtaki,

The Environmental Quality Commission has reviewed the plan<sup>1</sup> regarding the Middle Plaza Project located at 500 El Camino Real (the Project). Based on this review, we would like to make a few recommendations to better align the Project with Menlo Park's environmental goals and status as a Tree City USA community, and with Stanford's own Sustainability Principles (Attachment A).

Here are our recommendations:

**The Project should comport with the updated Menlo Park General Plan Land Use and Circulation Element**

Effective Jan. 6, 2017, the Land Use and Circulation Elements of Menlo Park's General Plan were updated, and three new zoning districts were adopted. The new Office (O), Life Sciences (LS), and Residential Mixed Use (R-MU) zoning districts include development regulations, design standards, transportation demand management, and green and sustainable building requirements. Although the update was made with specific reference to the Bayfront/M2 area of the city, the new regulations and standards, and in particular the Green and Sustainable Building Code (16.XX.130) should apply to development in the entire city, including the Project.

These measures include building standards of LEED Gold or better; renewable energy on-site, off-site or via offsets; electric vehicle (EV) charging infrastructure; dual plumbing and recycled water; and a zero waste management plan.

**The Project should comport with Stanford's sustainability principles**

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<sup>1</sup> <http://menlopark.org/DocumentCenter/View/13232>

The Project should also be in keeping with Stanford's stated sustainability principles. These principles are included in Attachment A, with relevant portions highlighted.

**Landscaping should replace all but critical surface parking**

In keeping with Menlo Park's designation as a "Tree City," we recommend that the Project replace all but critically necessary surface parking with landscaping, and follow the example of Station 1300 (18 surface parking spaces out of 980 total) in locating the remainder of the parking underground.

**The Project should have a Transit Demand Management (TDM) plan at least as robust as Stanford's Campus TDM plan**

Stanford has had great success at managing transit demand, decreasing the rate of commuters who drive alone to Stanford from 72% in 2004 to 50% today. In its 2018 General Use Plan for unincorporated Santa Clara County, it commits to uphold its "no new net commute trips" goal during peak hours, despite plans to add nearly 2.3 million square feet of development. To reduce greenhouse gas emissions in Menlo Park from internal combustion vehicles, the TDM plan for the Project should be at least as robust as Stanford's campus TDM plan.

**Stanford should support a Transportation Management Association**

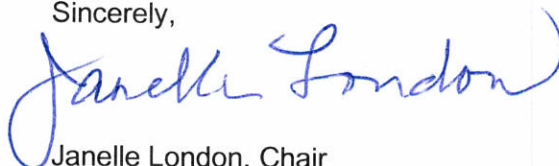
Stanford should additionally commit to help create, fund and support a Transportation Management Association (TMA) for a TMA district that includes the Project.

In summary, these are the measures we believe would make the Project more in keeping with Menlo Park's and Stanford's commitment to sustainability:

1. LEED Gold or better
2. Renewable energy (on-site to extent feasible)
3. EV charging infrastructure
4. Dual plumbing, recycled water
5. Zero waste management plan
6. Landscape all but critical surface parking; move remainder underground
7. TDM plan to achieve 50% drive-alone rate or better
8. Funding/support for TMA

Thank you for considering these suggestions and for your continued leadership on this project.

Sincerely,



Janelle London, Chair  
Environmental Quality Commission

## Stanford's Sustainability Principles

Below are Stanford's Stated Sustainability principles, as published at <https://sustainable.stanford.edu/about/principles>.

*We have highlighted the principles that we believe are most relevant to the Middle Project.*

### Principles

*"Stanford University fully engages in sustainability challenges through research programs, projects and partnerships; campus buildings and student residences; energy, water, dining and transportation operations; and many courses, academic programs and learning activities. The Stanford community aspires to the goal of human well-being across generations and around the world, and is committed to including social, ethical, economic, ecological, environmental and resource considerations in decision making. We hope every student at Stanford shares this goal and learns how to engage effectively in reaching it."*

-Provost John Etchemendy, January 2017

To achieve this goal, the university has established the following core sustainability principles related to academia, planning and operations.

#### ADVANCE SUSTAINABILITY KNOWLEDGE

- Ensure that all Stanford graduates, regardless of degree received, understand how the work they do can contribute to creating a sustainable world.
- Achieve excellence in research that can help solve the complex problems involved in creating a sustainable world.

#### ESTABLISH SUSTAINABILITY AS A CORE VALUE

- Lead sustainability by example.
- Integrate environmental awareness into campus culture, and make sustainable practices a part of everyday life.
- Incorporate considerations of sustainability into all aspects of campus purchases of products, services and food.

#### MINIMIZE ENVIRONMENTAL FOOTPRINT AND PRESERVE THE ECOSYSTEM

- Dramatically reduce greenhouse gas emissions from campus operations by reducing energy use in existing buildings, minimize energy use in new buildings, and greening our energy supply process and procurement.
- Use water resources efficiently, minimizing total water demand by continuing to implement water conservation measures and incorporating infrastructure for future water-saving measures into new facilities.
- Construct and renovate buildings to provide safe, productive indoor environments that use energy, water and other natural resources efficiently.
- Reduce the number of drive-alone commuters, and avoid increasing the total number of trips taken during peak commuting hours.
- Conserve resources through reuse, recycling, source reduction and composting – moving toward a zero waste campus.
- Preserve and manage environmental resources to allow the functioning of natural ecosystems and the long-term persistence of native species.
- Preserve and manage heritage resources to retain their historical and archaeological value and maximize their usefulness for producing knowledge.

**From:** John Kadvany  
**To:** [Sandmeier, Corinna D](#)  
**Cc:** [Katherine Strehl](#)  
**Subject:** Middle Plaza at 500 El Camino Real: Final Infill EIR: 08/28 PC Meeting  
**Date:** Saturday, August 12, 2017 10:45:42 AM

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Dear Corrina -

These links don't get to the actual EIR with findings, project description, etc., it's mostly comments and responses. Where can I find the draft document to which this refers? An email link to others would be useful.

In addition, I don't think the PC should review this FEIR in August, that should happen after Labor Day when people are back from vacation and interested public members have had ample time to review the EIR.

Thanks much,

John Kadvany

Thank you for your interest and comments on the Draft Infill Environmental Impact Report (DEIR) for the [500 El Camino Real Project](#) (also known as "Middle Plaza"). The [Final Infill Environmental Impact Report \(EIR\)](#) is now available [online](#). Hard copies of the Final Infill EIR are also available for review at the City Offices (701 Laurel Street) and the Main Library (800 Alma Street).

The Planning Commission will hold a public hearing on the Final Infill EIR and all project actions on Monday, August 28, 2017, at 7:00 p.m. in the [City Council Chambers](#) at 701 Laurel St., Menlo Park. Please see the [public hearing notice](#) for more details.

The Planning Commission will be making a recommendation on the proposed project to the City Council. If the Planning Commission concludes its review on August 28, the City Council may consider final actions in September or October 2017.

If you have any questions, please contact Corinna Sandmeier at [cdsandmeier@menlopark.org](mailto:cdsandmeier@menlopark.org).

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701 Laurel St., Menlo Park, CA 94025

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## Rogers, Thomas H

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**From:** John Kadvany <jkadvany@sbcglobal.net>  
**Sent:** Friday, August 25, 2017 2:44 PM  
**To:** \_Planning Commission  
**Cc:** \_CCIN  
**Subject:** Stanford Middle Tunnel agreement

Dear Planning Commissioners -

Please consider as another cost sharing option for the Middle Avenue tunnel \$5 million or 50% of the total final cost (calculation details tba), whichever is larger, for Stanford's contribution.

John Kadvany / College Avenue



# Menlo Park Fire Protection District

170 Middlefield Road • Menlo Park, CA 94025 • Tel: 650.688.8400 • Fax: 650.323.9129  
Website: [www.menlofire.org](http://www.menlofire.org) • Email: [mpfd@menlofire.org](mailto:mpfd@menlofire.org)

**Fire Chief**  
Harold Schapelhouman

**Board of Directors**

Robert J. Silano  
Peter Carpenter  
Chuck Bernstein  
Rex Ianson  
Virginia Chang Kiraly

**August 24, 2017**

**City of Menlo Park Planning Commission  
Middle Plaza – 500 El Camino Real Project  
August 28, 2017 Public Hearing**

**Honorable Chair and Members of the Planning Commission:**

The Menlo Park Fire Protection District is the fire and emergency services provider to the City of Menlo Park and other local communities. The Fire District's mission is to protect and preserve life and property from the impact of fire, disaster, injury and illness. These are the most critical and essential services that a public agency can provide.

The Fire District previously submitted two letters describing the significant adverse impact that the Middle Plaza Project will have on the provision of fire services, itself and in conjunction with other planned development in the District's jurisdiction. One letter, dated July 20, 2016, was submitted at the beginning of the Project processing on the Notice of Preparation for the Infill EIR. The second letter was a comment letter on the Infill EIR dated April 12, 2017. Attached are copies of the letters. Unfortunately, the issues raised in the District's letters have not been addressed.

The Fire District remains very concerned that the Project will have significant adverse impacts on the provision of fire services that have not been mitigated. These concerns are further exacerbated by the fact that Stanford University intends to occupy the Project site for University purposes. This means that the Project property will be exempt from the payment of property tax. Therefore, the Fire District will not receive any funds from the property to pay for fire services. As part of the proposed Development Agreement, Stanford University has agreed to make voluntary contributions to both the City and local schools as community benefits with a total value of over \$7 Million. The Fire District requests that Stanford University make a fair share payment to the District to address the Project's impact on fire services. The fair share payment could be calculated in the amount of the applicable Emergency and Fire Services Impact Fee under the Impact Fee Nexus Study and Fee Schedule adopted by the Fire District Board on February 16, 2016. The amount of the fee would be approximately \$200,000.

The Fire District is working with Stanford University to try to resolve these issues. We hope to have these issues resolved before the matter is considered by the City Council. However, at this point in time, the Fire District's concerns remain and are not addressed. Therefore, the Fire District requests that Stanford

University reach an agreement with the District to address these issues prior to the City Council consideration of the Project.

Thank you

Harold Schapelhouman, Fire Chief

Cc: Fire Board





*100 Years of Service*

# Menlo Park Fire Protection District

170 Middlefield Road • Menlo Park, CA 94025 • Tel: 650.688.8400 • Fax: 650.323.9129  
Website: [www.menlofire.org](http://www.menlofire.org) • Email: [mpfd@menlofire.org](mailto:mpfd@menlofire.org)

Fire Chief

Harold Schapelhouman

Board of Directors

Peter Carpenter

Rex Ianson

Chuck Bernstein

Virginia Chang Kiraly

Robert J. Silano

**April, 12, 2017**

Jean Lin

[jplin@menlopark.org](mailto:jplin@menlopark.org)

Senior Planner

City of Menlo Park

701 Laurel Street

Menlo Park CA 94025

## **Re: Comment Letter on Infill Draft EIR for Middle Plaza at 500 El Camino Real Project**

We appreciate the opportunity to provide comments on the Infill Draft Environmental Impact Report (EIR) for the Middle Plaza at 500 El Camino Real Project (Project). The Menlo Park Fire Protection District (Fire District) is the essential fire and emergency services provider for the City of Menlo Park (City) and the Project. It is critical that the impacts of the Project on the Fire District be properly analyzed and mitigated.

The Fire District's concerns about the impacts of the Project and other cumulative development within the Fire District's jurisdiction were set forth in detail in the Fire District's letter to the City on the Notice of Preparation dated July 20, 2016 ("District NOP letter"). A copy of the District NOP Letter is attached and is incorporated into this letter. The EIR does not address the issues and concerns raised in the District NOP Letter. The EIR contains no response to the District NOP Letter. The EIR does not properly and adequately perform the analysis of impacts to the Fire District and require mitigation as mandated under CEQA. As a result, the EIR improperly finds the impacts on the Fire District are "less than significant" and no mitigation is required.

Rather than repeat the issues raised in the District NOP Letter, we want to highlight the main flaws in the EIR. First, the EIR does not contain any analysis of the Project and cumulative impacts on the Fire District and its services. Instead, it relies on the Downtown Specific Plan EIR. However, there are substantial new projects in the Fire District's jurisdiction that were not considered in the Downtown Specific Plan EIR and will result in significant adverse impacts on the Fire District. The projects include: the ConnectMenlo and the M-2 Rezoning Project in Menlo Park, the Facebook Expansion Project in Menlo Park, the North Fair Oaks Community Plan in the County of San Mateo, the General Plan Update and Ravenswood/4 Corners Plan in East Palo Alto, and other new development projects proposed within the District's jurisdiction and boundaries.

Second, the EIR does not contain any mitigation measures to address the significant adverse impacts on the Fire District. As discussed in the District NOP Letter, the EIR should include the payment of the Emergency Services and Fire Protection Impact Fee as a mitigation measure for the Project's contribution to the need for future capital improvement projects. The Emergency Services and Fire Protection Impact Fee Nexus Study, adopted by the Fire District Board on February 16, 2016 (Fee Study), documents significant impacts

on the Fire District due to increase in service population and the amount, density and height of buildings within the Fire District due to new development. The population and employment growth will lead to a substantial increase in the number of service calls and will create a need for additional facilities and equipment to maintain the Fire District's level of service. The payment of the Impact Fee will mitigate these impacts.

Third, the EIR identifies severe traffic impacts on Middlefield Road, Marsh Road, Willow Road and El Camino Real. These are all critical emergency service routes for the Fire District. The EIR identifies significant and unavoidable impacts which cannot be mitigated on the following: 4 intersections along Middlefield Road (including the intersections at Marsh and Willow Road); 7 intersections along El Camino Road; the intersection of University Drive and Middle Road; large segments of Bayfront Expressway and Willow Road; and the Ravenswood Avenue Railroad Crossing (EIR, Tables 3.3-25 – 3.3.28). The main mitigation measure for these impacts is a Transportation Demand Management program and some limited roadway improvements. But even with these mitigations, the impact remains significant.

The EIR has one paragraph that addresses the impact of this severe increase in traffic congestion on emergency vehicle access and response times. The EIR states: "This possible delay for emergency vehicles is not expected to result in physical environmental impacts related to construction of new facilities. Therefore, the Project would have a **"less-than-significant"** impact to emergency vehicle access and response times" (EIR, page 3.3-87). This is an inadequate analysis of this issue. The impacts should have been analyzed based on the Time Based Performance Standards adopted by the Fire District Board on September 15, 2015. The EIR should have used these Standards as the significance criteria under CEQA to determine the impacts due to traffic congestion caused by the Project and cumulative development.

The Fire District requests that the City fully consider these comments. The Fire District, as a fellow public agency and a responsible agency under CEQA, also requests that the City and Fire District work together to ensure that the impacts on essential emergency and fire services are fully analyzed and properly mitigated for the benefit of the community we both serve.

Sincerely;

Harold Schapelhouman, Fire Chief

Cc: Fire Board, File



*100 Years of Service*

# Menlo Park Fire Protection District

170 Middlefield Road • Menlo Park, CA 94025 • Tel: 650.688.8400 • Fax: 650.323.9129  
Website: [www.menlofire.org](http://www.menlofire.org) • Email: [mpfd@menlofire.org](mailto:mpfd@menlofire.org)

Fire Chief  
Harold Schapelhouman

Board of Directors  
Robert J. Silano  
Peter Carpenter  
Chuck Bernstein  
Rex Ianson  
Virginia Chang Kiraly

July 20, 2016

Jean Lin

Senior Planner

City of Menlo Park

701 Laurel Street

Menlo Park CA 94025

[jplin@menlopark.org](mailto:jplin@menlopark.org)

## **Re: Comments on Notice of Preparation for 500 El Camino Real NOP for Infill EIR**

We appreciate the opportunity to provide comments on the Notice of Preparation (NOP) for the Infill Environmental Impact Report (EIR) for the 500 El Camino Real Project (Project). The Menlo Park Fire Protection District (Fire District) is the fire and emergency services provider for the City of Menlo Park (City) and the Project. We request that the impact on fire services and emergency access routes be included as environmental effects analyzed in the EIR.

The Infill Environmental Checklist improperly excludes these impacts from the EIR. These impacts should be analyzed because there is new information showing significant effects on the Fire District from the Project and substantial new development proposed within the District's jurisdiction that was not considered in the Downtown Specific Plan EIR.

In addition, the new traffic analysis in the EIR will analyze impacts on important emergency access routes, including El Camino Real and Middlefield Road, and intersections located at Marsh Road, Willow Road and University Avenue at Middlefield Road. The EIR traffic analysis also should analyze the adverse effect of traffic congestion on emergency access along these routes.

We ask that the City consult and cooperate with the Fire District on the EIR's analysis of impacts and the development of mitigations for any significant impacts on both a project and cumulative level. This consultation and cooperation is required because the Fire District is a Responsible Agency for this Project under CEQA. We look forward to working with the City on the EIR for the Project.

The new information and new specific effects on the Fire District's provision of fire services that should be analyzed in the EIR include the following:

- The substantial new development proposed within the Fire District’s jurisdiction including, ConnectMenlo and the M-2 Rezoning Project in Menlo Park, the Facebook Expansion Project in Menlo Park, the North Fair Oaks Community Plan in the County of San Mateo, the General Plan Update and Ravenswood/4 Corners Plan in East Palo Alto, and any other new development projects proposed within the District’s jurisdiction that was not considered in the cumulative impacts analysis in the Downtown Specific Plan EIR. The EIR must analyze the cumulative impact of the Project and these other projects on fire services.
- The Emergency Services and Fire Protection Impact Fee Nexus Study, adopted by the Fire District Board on February 16, 2016 (Fee Study), which documents significant impacts on the Fire District due to increase in service population and the amount, density and height of buildings within the Fire District. The population and employment growth will lead to a substantial increase in the number of service calls and will create a need for additional facilities and equipment to maintain the Fire District’s level of service. Additionally, new and denser development will lead to the construction of taller buildings, increased traffic congestion, and greater service call volume. These changes will result in the need for additional apparatus, new/specialized equipment, additional fire safety personnel and the expansion or relocation of existing fire stations.
- The Fee Study identified an impact fee that new projects must pay in order to address their contribution to the need for the Fire District’s future capital improvement projects. The Fire District Board adopted the fee. However, the City has not adopted the fee. Therefore, the EIR should include the payment of the impact fee as a mitigation measure for the Project’s contribution to the need for future capital improvement projects.
- Time Based Performance Standards were adopted by the Fire District Board on September 15, 2015. The Standards were adopted, in part, because traffic congestion adversely affects the Fire District’s ability to service community needs. The EIR should use these Standards as part of the significance criteria under CEQA to determine the Project’s impacts on the Fire District, especially delays in providing fire services due to traffic congestion caused by the Project and cumulative development.
- Impacts on traffic and circulation within the City and surrounding area due to the Project and cumulative development. The City has already determined that traffic impacts should be studied in the EIR. However, the analysis of traffic impacts also must include the impacts of traffic congestion on emergency access routes. As the City is aware, there are significant traffic and circulation issues within the City and surrounding area that adversely affect fire and emergency vehicle access and response times. Additional deterioration of traffic conditions need to be analyzed and mitigated. The Fire District requests that the impacts on emergency access routes be included as part of the analysis of Fire District impacts. In particular, the proposed Project’s impacts on El Camino Real and Middlefield Road will affect primary emergency access routes. The EIR should include mitigation to address these impacts.
- The EIR should also analyze the adequacy of on-site emergency access because this issue was not analyzed in the Downtown Specific Plan EIR.
- For any significant project or cumulative impacts, the Fire District requests that the City consult with the Fire District to develop appropriate mitigation to reduce the impacts to less than significant.

The Fire District appreciates the City's consideration of these NOP comments on this important Project. The Fire District, as a fellow public agency and a responsible agency under CEQA, looks forward to working with the City on the analysis of impacts on the Fire District as part of the EIR. The main contacts at the Fire District for this Project are Fire Chief Schapelhouman and Fire Marshal Johnston.

**Thank you**

**Harold Schapelhouman, Fire Chief**

**Cc: Fire Board, Chief Officers, Tim Cremin**