



REGULAR MEETING AGENDA

Date: 4/24/2023
Time: 7:00 p.m.
Location: Zoom.us/join – ID# 862 5880 9056 and
City Council Chambers
751 Laurel St., Menlo Park, CA 94025

Members of the public can listen to the meeting and participate using the following methods.

How to participate in the meeting

- Access the live meeting, in-person, at the City Council Chambers
- Access the meeting in-person at **Belle Haven Branch Library, 413 Ivy St.**, where the meeting will be shown live on a big screen using Zoom videoconference technology
- Access the meeting real-time online at:
zoom.us/join – Meeting ID# 862 5880 9056
- Access the meeting real-time via telephone (listen only mode) at:
(669) 900-6833
Regular Meeting ID # 862 5880 9056
Press *9 to raise hand to speak
- Submit a written comment online up to 1-hour before the meeting start time:
planning.commission@menlopark.gov*
Please include the agenda item number related to your comment.

*Written comments are accepted up to 1 hour before the meeting start time. Written messages are provided to the Planning Commission at the appropriate time in their meeting.

Subject to change: The format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the city website menlopark.gov. The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information (menlopark.gov/agendas).

Regular Meeting

A. Call To Order

B. Roll Call

C. Reports and Announcements

D. Public Comment

Under “Public Comment,” the public may address the Commission on any subject not listed on the agenda. Each speaker may address the Commission once under public comment for a limit of three minutes. You are not required to provide your name or City of residence, but it is helpful. 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 January 12 12, 2022, Planning Commission meeting. ([Attachment](#))
- E2. Approval of minutes from the January 23, 2023, Planning Commission meeting. ([Attachment](#))
- E2. Approval of minutes from the February 6, 2023, Planning Commission meeting. ([Attachment](#))

F. Public Hearing

- F1. Use Permit/City of Menlo Park/100 Terminal Avenue:
Consider and adopt a resolution for a use permit to exceed the maximum nighttime noise limit of 50 dBA, measured at residential property lines, to accommodate electric pool heating equipment for the Menlo Park Community Campus located at 100 Terminal Avenue. ([Staff Report #23-027-PC](#))
- F2. Use Permit/Kelvin Chua/1143 Woodland Drive:
Consider and adopt a resolution for a use permit to construct a one-story, detached accessory dwelling unit (ADU) within the front setback of a standard lot in the R-1-U (Single-Family Urban Residential) zoning district; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. The ADU would be constructed with a four-foot front setback where 20 feet is required. ([Staff Report #23-028-PC](#))
- F3. Below Market Rate Housing Agreements/Brady Furst/506-558 Santa Cruz Avenue/1125 Merrill Street and 1162-1170 El Camino Real:
Consider a revised Below Market Rate (BMR) Housing Agreements for two previously approved projects: 1) mixed-use commercial/office/residential development at 506-558 Santa Cruz Avenue/1125 Merrill Street and 2) nine-unit residential development at 1162-1170 El Camino Real. No changes to the projects are proposed. Determine this action is in conformance with the El Camino Real/Downtown Specific Plan Environmental Impact Report. ([Staff Report #23-029-PC](#))

- F4. Architectural Control and Use Permit/4055 Bohannon Owner LLC/4055 Bohannon Drive: Consider and adopt a resolution for an architectural control permit for exterior modifications to an existing two-story commercial building, surface parking lot and surrounding landscaping, in the O (Office) zoning district. As part of the proposed work, an existing office area at the front of the building would be demolished and the second floor would be expanded, with an increase in gross floor area of 1,741 square feet. The proposal includes the payment of a BMR housing in-lieu fee and a request for a use permit for hazardous materials to install a diesel back-up generator. Determine this action is categorically exempt under CEQA Guidelines Section 15301's Class 1 exemption for existing facilities. ([Staff Report #23-030-PC](#))

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: May 1, 2023
 - Regular Meeting: May 15, 2023

G. Adjournment

At every regular meeting of the Planning Commission, in addition to the public comment period where the public shall have the right to address the Planning Commission on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Planning Commission on any item listed on the agenda at a time designated by the chair, either before or during the Planning Commission's consideration of the item.

At every special meeting of the Planning Commission, members of the public have the right to directly address the Planning Commission on any item listed on the agenda at a time designated by the chair, either before or during consideration of the item. For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or before, the public hearing.

Any writing that is distributed to a majority of the Planning 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 by request by emailing the city clerk at jaherren@menlopark.gov. Persons with disabilities, who require auxiliary aids or services in attending or participating in Planning Commission meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with Cal. Gov. Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the city website at menlopark.gov/agendas and can receive email notification of agenda postings by subscribing at menlopark.gov/subscribe. Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 4/19/2023)

Housing and Planning Commissions



SPECIAL JOINT MEETING DRAFT MINUTES

Date: 01/12/2023
Time: 7:00 p.m.
Location: Zoom.us/join – ID# 862 5880 9056 and
Council Chambers
751 Laurel St., Menlo Park, CA 94025

A. Call To Order

Planning Commission Chair (PCC) Chris DeCardy called the meeting to order at 7:13 p.m.

B. Roll Call

Planning Commission Present: Andrew Barnes, Chris DeCardy (Chair), Linh Dan Do, Cynthia Harris (Vice Chair), Jennifer Schindler, Michele Tate

Planning Commission Absent: Henry Riggs

Housing Commission Present: Nevada Merriman, Chelsea Nguyen (Vice Chair), John Pimentel, Adriana Walker

Housing Commission Absent: Lauren Bigelow (Chair), Jackelyn Campos, Heather Leitch

Staff: Deanna Chow, Assistant Community Development Director; Tom Smith, Principal Planner; Calvin Chan, Senior Planner; Chris Turner, Associate Planner

C. Reports and Announcements

Deanna Chow said the city recently released a Notice of Funding Availability providing an opportunity for affordable housing developers to make proposals for production of affordable housing.

D. Public Comment

None

E. Public Hearing

- E1. Planning Commission and Housing Commission review of the Housing Element for the 2023-2031 planning period and the following actions: 1) adopt a resolution of the Planning Commission recommending the City Council certify the subsequent environmental impact report, adopt California Environmental Quality Act findings, adopt a Statement of Overriding Considerations for significant and unavoidable impacts, and approve a mitigation and monitoring program for the Housing Element project, and 2) adopt Planning Commission and Housing Commission resolutions recommending that the City Council amend the General Plan to update the Housing Element. ([Staff Report #23-006-PC](#) and [23-001-HC](#))

Principal Planner Tom Smith introduced the item.

Luke Evans, ESA, the city's environmental consultant, presented on the Subsequent Environmental Impact Report (SEIR).

Planner Smith made a presentation on the revisions to the draft Housing Element Update (HEU) made after review of the draft by the state's Department of Housing and Community Development (HCD).

PCC DeCardy opened the public hearing.

- Lynne Bramlett expressed concern with the city's general plan process and its available resources to support that process and recommended creating a citizen's taskforce to examine that process, make a report and then prepare annual reports on the general plan.
- Soody Tronson expressed dissatisfaction with the process and that the city was not resolving problems associated with the Housing Element and housing.
- Karen Grove, Menlo Park, supported changes and to have programs implemented to protect residents with affirmatively furthering fair housing.
- Jenny Michel, Coleman Place Neighborhood Block, recommended increasing protection for renters and affordable housing and types.
- Misha Silin, Allied Arts neighborhood, said that some of the changes were encouraging but challenged the reality of identified affordable housing sites.
- Pam Jones, Belle Haven, recommended to add that the city was committed to education to develop a sense of a lens of equity referring to the Government Alliance for Racial Equity and that it be placed on the Council's 2023-2024 workplan.
- Brittani Baxter, district 3 resident, commended efforts toward anti-displacement and tenant protection measures and urged to find some way that people currently living in multifamily projects would be enabled to return to those units should the property redevelop; under environmental justice that landlords improve buildings toward climate resiliency, and rezone so that vacant office space becomes residential zoning.
- Katherine Dumont supported inclusion of stronger tenant protection programs and their accelerated timelines and supported increasing density and types of housing, especially in high resource areas like the downtown.
- Michael (no last name given), downtown Menlo Park resident, suggested rezoning the downtown to allow taller buildings and greater residential density.
- Skyler Spear, Public Advocates, supported inclusion of tenant protection and adding a commitment to expand just cause evictions; suggested redeveloping city-owned parking lots to provide housing; and expressed concern with the feasibility of the sites identified.

PCC DeCardy closed the public hearing.

Housing Commissioner Nguyen said she supported developing city-owned lots in the downtown into mixed use and that be expedited to occur before 2024.

Planning Commission Discussion

The Planning Commission discussed the SEIR.

- Ratio of population to acres of park and recreational facilities was citywide and did not address dearth of those facilities in areas of the city;
- Reference to public comment on tribal cultural resources and concern that the city had no overarching guidance about historic preservation and that should be established outside of the Housing Element.

PLANNING COMMISSION ACTION: Motion and second (Harris/Schindler) to adopt a resolution recommending certification of the Supplemental Environmental Impact Report (SEIR), approval of the California Environmental Quality Act (CEQA) findings, and adoption of the Statement of Overriding Considerations (SOC) and Mitigation, Monitoring, and Reporting Program (MMRP); passes 5-1 with Commissioner Barnes opposed and Commissioner Riggs absent.

Housing Commission Discussion

- Concern that the Affordable Housing Overlay allowed for additional density in exchange for added public benefit but in process of densifying, it makes it more expensive and difficult for a nonprofit or any affordable developer to acquire and suggested increasing ability to increase the number of units per acre beyond 100;
- Look at impact fee deferral until occupancy;
- Recommend racial equity training;
- Accelerate housing development in downtown and city owned parking lots – set up zoning upfront or seek developers to submit RFQ's with creative proposals.

PCC DeCardy recessed the meeting for a short break.

HOUSING COMMISSION ACTION: Motion and second (Pimentel/Walker) to adopt a resolution recommending the City Council approve the 2023 to 2031 Housing Element with the following modifications; passes 4-0-3 with Commissioners Bigelow, Campos, and Leitch absent. The modifications are as follows:

1. Strengthen fee waivers or defer fees for affordable housing development on sites where the Affordable Housing Overlay (AHO) would be applicable; and
2. Add a program for City participation in a racial equity training program, such as the Government Alliance on Race and Equity (GARE).

HOUSING COMMISSION ACTION: Motion and second (Nguyen/Pimentel) to recommend an additional modification to the Housing Element; passes 3-0 with Commissioners Bigelow, Campos, and Leitch absent and Commissioner Merriman abstaining. The additional modification is as follows:

1. Expedite the implementation of Program H4.G, "Consider City-Owned Land for Housing (Downtown Parking Lots)," with a feasibility study to assess which parking lots are most suitable for residential development to be initiated in 2023.

Planning Commission Discussion

- Expedite Program H4.G in three ways and to happen concurrently; 1) administratively seek RFQs or some mechanism to involve developer(s), as soon as possible, 2) hire a consultant to study the site feasibility, and 3) enact zoning changes;
- Language to modify the AHO to allow greater than 100 dwelling units per acre;
- Add that alternative transportation in-lieu fee collected under H4.M be used for improvement for transit modes other than personal motor vehicles;
- For H6.F not to limit TDM to transit areas;
- Add program for move-in readiness for renters.

PLANNING COMMISSION ACTION: Motion and second (Harris/Tate) to continue until 11:30 p.m.; passes 6-0-1 with Commissioner Riggs absent.

- Do annual check-in on program implementation;
- Ask Council to direct staff to seek creative ways to accelerate downtown parking lots for affordable housing;
- Concern that stakeholders downtown needed to be consulted at the start of actions toward using city-owned parking lots for residential development;
- Support for Housing Commission recommendations;
- Accelerate implementation of H2.E, "Anti-displacement Strategy;"

PLANNING COMMISSION ACTION: Motion and second (Harris/Tate) to adopt a resolution recommending the City Council approve the 2023 to 2031 Housing Element with the following modifications; 6-0 passes with Commissioner Riggs absent. The modifications are as follows:

1. Accept modifications #1 and #2 as recommended by the Housing Commission (listed above);
2. Consider further accelerating the timeframes for implementation of Program H2.E, "Anti-Displacement Strategy;"

3. Revise Program H4.D, "Modify the Affordable Housing Overlay (AHO)," to indicate that the AHO may be modified to allow maximum densities greater than 100 dwelling units per acre (du/ac);
4. Revise the title of Program H4.G, "Consider City-Owned Land for Housing (Downtown Parking Lots)," to state, "Prioritize City-Owned Land for Housing (Downtown Parking Lots)" and set the timeframe for administrative tasks such as development of the feasibility study, rezoning of the parking lots, and development of a request for qualifications (RFQ) to commence concurrently in 2023;
5. Modify Program H4.M, "Update Parking Requirements and Design Standards," to specify that alternative transportation in-lieu fees collected as part of the program be utilized toward improvements for modes of transport other than personal motor vehicles;
6. Modify Program H6.F, "Transit Incentives," to specify that transit demand management (TDM) strategies should be integrated into all residential development, regardless of proximity to transit; and
7. Add a program to develop a move-in readiness program, including exploring financial assistance, focused on renters.

F. Informational Items

F1. Future Planning Commission Meeting Schedule

- Regular Meeting: January 23, 2023
- Special Meeting: February 6, 2023

G. Adjournment

Chair DeCardy adjourned the meeting at 11:29 p.m.

Staff Liaison: Deanna Chow, Assistant Community Development Director

Recording Secretary: Brenda Bennett



REGULAR MEETING DRAFT MINUTES

Date: 01/23/2023
Time: 7:00 p.m.
Location: Zoom.us/join – ID# 862 5880 9056 and Council Chambers
751 Laurel St., Menlo Park, CA 94025

A. Call To Order

Chair Chris DeCardy called the meeting to order at 7 p.m.

B. Roll Call

Present: Andrew Barnes, Chris DeCardy (Chair), Linh Dan Do, Cynthia Harris (Vice Chair), Henry Riggs, Jennifer Schindler, Michele Tate

Staff: Christine Begin, Planning Technician; Calvin Chan, Senior Planner; Arnold Mammarella, Consulting Architect; Matt Pruter, Associate Planner; Corinna Sandmeier, Principal Planner

C. Reports and Announcements

None

D. Public Comment

- Karen Grove said the audio of the meeting was very poor
- Ken Chan said the audio was very poor
- Phil Bahr said speaking louder would not help as the audio was garbled

Chair DeCardy recessed the meeting briefly to allow staff to address the audio quality.

E. Consent Calendar

None

F. Public Hearing

- F1. Consider and adopt a resolution to deny a variance to increase the height of the daylight plane from 19 feet, six inches to approximately 23 feet, seven inches, and to deny a use permit to demolish an existing one-story, single-family residence and construct a new two-story residence with a basement on a substandard lot with regard to minimum lot area and width in the R-1-U (Single Family Urban Residential) zoning district, at 103 Dunsmuir Way; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. (Staff Report #23-007-PC)

Senior Planner Calvin Chan said he had no additions to the staff report.



John McGarrigan, property owner, and Marshall Sider, project architect, spoke on behalf of the project.

Chair DeCardy opened the public hearing.

Public Comment:

- John Wright, 12 Dunsmuir Way, said he strongly supported the applicant's project request.
- Scott Herman, neighbor, said he fully supported the applicant's project request.
- Katie Behroozi said she served on the Complete Streets Commission but was speaking as an individual and expressed her thought that in this instance the rules were being misapplied.

Chair DeCardy closed the public hearing.

The Commission discussed support for the design and making the findings to approve the variance noting the extended outreach to neighbors.

Commissioner Riggs moved to approve the variance and use permit requests. Motion was withdrawn.

ACTION: Motion and second (Riggs/Schindler) to continue the item to a future meeting with direction to staff to return with a draft resolution for approval of the variance and use permit; passes 7-0.

- F2. Consider and adopt a resolution to approve a use permit to remodel and construct first and second story additions to an existing nonconforming, one-story single-family residence on a substandard lot with regard to minimum lot width and area in the R-1-U (Single Family Urban Residential) zoning district, at 932 Peggy Lane; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. The project would exceed 50 percent of the existing floor area and is considered equivalent to a new structure. The value of the proposed project would also exceed 50 percent of the existing replacement value in a 12-month period. (Staff Report #23-008-PC)

Associate Planner Matt Pruter said staff had no additions to the written staff report.

Rorie Overby, property owner, and Andrea Montalbano, Dorman Associates, project architect, spoke on behalf of the project.

Chair DeCardy opened the public hearing and closed it as no persons requested to speak.

ACTION: Motion and second (Harris/Tate) to adopt a resolution to approve a use permit to remodel and construct first and second story additions to an existing nonconforming, one-story single-family residence on a substandard lot with regard to minimum lot width and area in the R-1-U (Single Family Urban Residential) zoning district, at 932 Peggy Lane; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures; passes 7-0.

- F3. Consider and adopt a resolution to approve a use permit to demolish an existing one-story, single-family residence and construct a new two-story residence on a substandard lot with regard to minimum lot depth and area in the R-1-U (Single Family Urban Residential) zoning district, at 225 Lexington Drive; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. (Staff Report #23-009-PC)

Planner Chan noted a correction to the staff report on page 149 to an attachment.

Commissioner Barnes recused himself from this item noting his home was within 500 feet of the project.

Andrew Young, project architect, and Sid Murlidhar, property owner, spoke on behalf of the project.

Chair DeCardy opened the public hearing.

Public Comment:

- Marc Beverman, 304 Lexington Drive, expressed support for the project.

Chair DeCardy closed the public hearing.

ACTION: Motion and second (Schindler/Harris) adopt a resolution to approve a use permit to demolish an existing one-story, single-family residence and construct a new two-story residence on a substandard lot with regard to minimum lot depth and area in the R-1-U (Single Family Urban Residential) zoning district, at 225 Lexington Drive; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures; passes 6-0 with Commissioner Barnes recused.

Chair DeCardy recessed the meeting at 8:35 p.m. and reconvened it at 8:40 p.m.

G. Study Session

- G1. Study session for the Parkline Master Plan project to comprehensively redevelop an approximately 63.2-acre site located at 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road. The proposed project would redevelop SRI International's research campus by creating a new office/research and development, transit-oriented campus with no net increase in commercial square footage, up to 550 new rental housing units (with a minimum of 15% of the units available for below market rate households), new bicycle and pedestrian connections, and approximately 25 acres of publicly accessible open space. The proposed project would demolish all existing buildings, excluding Buildings P, S, and T, which would remain on-site and operational by SRI and its tenants. The proposed project would organize land uses generally into two land use districts within the Project site, including 1) an approximately 10-acre Residential District in the southwestern portion of the Project site; and 2) an approximately 53-acre Office/R&D (research and development) District that would comprise the remainder of the Project site. In total, the Proposed Project would result in a total of approximately 1,898,931 square feet, including approximately 1,380,332 square feet of office/R&D and approximately 518,599 square feet of residential uses (including up to 450 rental residential units). In addition, the proposed project would establish a separate parcel of land that is proposed to be leased to an affordable housing developer for the future construction of a 100

percent affordable housing or special needs project which would be separately rezoned as part of the proposed project for up to 100 residential units (in addition to the residential units proposed within the Residential District), and which is not included in residential square footage calculations as the square footage has not been determined. The EIR will study two potential project variants, one that includes an approximately 2 million gallon buried concrete water reservoir and associated facilities, and one that includes an additional 50 residential units for a total of up to 600 dwelling units, inclusive of the standalone affordable housing building. The Planning Commission previously held a public hearing on the scope and content of the EIR as part of the 30-day NOP (Notice of Preparation) comment period that ended on January 9, 2023. The project site is zoned "C-1(X)" (Administrative and Professional District, Restrictive) and governed by a Conditional Development Permit (CDP) approved in 1975, and subsequently amended in 1978, 1997, and 2004. The proposed project is anticipated to include the following entitlements: General Plan Amendment (Text and Map), Zoning Ordinance Amendment, Rezoning, Conditional Development Permit, Development Agreement, Architectural Control (for potential future Design Review), Heritage Tree Removal Permits, Vesting Tentative Map, Below Market Rate (BMR) Housing Agreement and Environmental Review. *Continued from the meeting of December 12, 2022.* (Staff Report #22-073-PC)

Planner Sandmeier presented the project report.

Mark Murray, Lane Partners, and Thomas Yee, Studio Architecture, spoke on behalf of the project.

Chair DeCardy opened public comment.

Public Comment:

- Earl Abbey, Linfield neighborhood, said traffic impacts should be studied in the EIR to include the anticipated Caltrain grade separation and electrification and not just on Ravenswood Avenue, but on Laurel Street and Willow Road as well. He suggested an alternative access for the residential and emergency vehicles rather than Laurel Street.
- Brook Cooter commented that the project scope was too big, and it would build housing not needed rather than the needed below market rate housing and that traffic impact should be considered on various streets within a one-mile radius of the project.
- Mel Carter commented favorably on the proposed project's housing element, its transit orientation and accessibility, open space and play fields.
- Gail Gorton suggested consideration of 400 housing units and increasing required BMR units to 20% and increase access to the project from Middlefield Road near Ringwood.
- Sue Connelly expressed concern about the increased housing density and traffic impacts as well as the height of the buildings and suggested the traffic analysis be done after the Stanford Middle Plaza and Springline projects were online and suggested that the overall amount of office square footage be reduced.

- Kalisha Webster, Housing Choices, supported the project and the affordable housing site and urged the applicants to maximize housing.
- Jenny Michel, Coleman Place Neighborhood/block, supported the project and increased housing to address the housing crisis noting that the proposed project was near transit and would reduce vehicular traffic.
- Phil Bahr said the proposed project had not had enough community input and suggested the EIR review period be extended.
- Fran Dehn, Menlo Park Chamber of Commerce, said the Chamber had endorsed the project.
- Rob Wellington, Willows, supported the proposed project particularly the public space, the bike and pedestrian trails, increased housing and the proposed architectural style.
- Margarita Mendez, Lorelei neighborhood, expressed support for the proposed project and suggested greater housing density.
- Felix AuYeung, MidPen Housing, supported the 100% affordable housing at the location.
- Father Mark Doherty, resident Rector, St. Patrick's Seminary and University, said the Seminary strongly supported the proposed project for many reasons and particularly for the housing component.
- Karen Grove said she supported dedicated affordable housing and suggested more housing was needed and could be done at this site ideally.
- Kenneth Mah, Burgess Classics neighborhood, expressed concern about safety and traffic on Laurel Street and in particular the entrances and exits onto Laurel Street and suggested roads within the SRI campus to offload that traffic.
- Pam Jones, Menlo Park, said the office space needed to be reduced and the housing at least double to use to advantage the site's proximity to transit and downtown.
- David Mauro, San Mateo County resident, supported the project and suggested the applicant reach out to the trades.
- Kelly and Conor supported the project for the aesthetic improvement and the sustainability of the buildings.
- Ken Chan, Housing Leadership Council of San Mateo County, said they supported the project as described by others previously.
- Michael (last name?) expressed support for the proposed project for reasons previously stated and supported even greater housing density.
- Katie Behroozi, Complete Streets Commission, speaking as an individual said the office / housing ratio seemed to be wrong and urged SRI to reduce the office part of the proposal and

suggested the internal cafeteria and fitness center not be included to promote support of such local businesses or to open those to the community.

- Katherine Dumont, Linfield Oaks, supported the proposal and situating housing near transit and downtown amenities and suggested doubling the housing at the proposed project site.
- Dayna Chung, Menlo Park, supported the project's housing component and the proposed addition of the 1-acre site with 100% affordable housing and encouraged increasing housing density from 400 to 550 units.
- John Cecconi, trustee, St. Patrick's Seminary and University, expressed support for the proposed project.
- Jordan Grimes, Greenbelt Alliance, said they strongly supported increasing the housing component on the site including increasing densities beyond what was being currently considered.
- Connor Gilbert, Menlo Park, expressed strong support for the proposed project including the highest density options and for the open space plans.
- Adina Levin, Menlo Park, supported the project and encouraged more housing and more affordable housing and less parking.
- Steven P suggested that the transitional shelter donation be incorporated within the project and not located elsewhere and that 50% of the 400 units be required as BMRs.
- Ann Diederich, Laurel Street, said she supported the project and baseline of 450 housing units and the affordable housing site as well as reducing the amount of commercial and making corporate campus amenities available to the public.

Chair DeCardy closed public comment.

Commissioner Comments:

- Increase housing density to be equitable
- Transportation Demand Management Plan should strive for 40% to 50% reduction rather than 20%
- Review the location of the site for 100% affordable housing, perhaps move it closer to the corner of Ravenswood Avenue and Laurel Street, closer to transit options
- Consider shifting square footage from commercial to residential
- Support for a dedicated parcel for affordable housing
- Reduce parking for office use considering project's proximity to the train station
- Support for the higher residential density; density shared by the applicant this evening
- Currently too much being contemplated at the northeast corner of Ravenswood and Middlefield Avenues, noting the combination of affordable housing, reservoir and associated buildings, community field and community building; perhaps relocate affordable housing site closer to the other residential parcels

- Amenities such as food services should be open to the public
- Shift common spaces around the perimeter to the more central commons area of the project where the community would come in, engage and stay

ACTION: Motion and second (Barnes/Riggs) to continue the item to the February 6, 2023 Planning Commission meeting; passes 7-0.

H. Informational Items

H1. Future Planning Commission Meeting Schedule

- Regular Meeting: February 6, 2023

Planner Sandmeier said the February 6 meeting would have in addition to the continued Parkline study session three single-family home projects and an R-2 parcel with two proposed homes.

- Regular Meeting: February 27, 2023

I. Adjournment

Chair DeCardy adjourned the meeting at 10:57 p.m.

Staff Liaison: Principal Planner Corinna Sandmeier

Recording Secretary: Brenda Bennett



REGULAR MEETING DRAFT MINUTES

Date: 2/6/2023
Time: 7:00 p.m.
Location: Zoom.us/join – ID# 862 5880 9056 and
City Council Chambers
751 Laurel St., Menlo Park, CA 94025

A. Call To Order

Acting Chair Cynthia Harris called the meeting to order at 7:00 p.m.

B. Roll Call

Present: Andrew Barnes, Linh Dan Do, Cynthia Harris (Acting Chair), Henry Riggs, Jennifer Schindler, Michele Tate

Staff: Michael Biddle, City Attorney’s Office; Fahteen Khan, Associate Planner; Matt Pruter, Associate Planner; Corinna Sandmeier, Acting Principal Planner; Chris Turner, Associate Planner

C. Reports and Announcements

Acting Principal Planner Corinna Sandmeier said the Housing Element Update was adopted by the City Council on January 31, 2023.

D. Public Comment

None

E. Consent Calendar

- E1. Approval of minutes from the November 3, 2022, Planning Commission meeting. (Attachment)
- E2. Approval of minutes from the November 7, 2022, Planning Commission meeting. (Attachment)
- E2. Approval of court report transcripts for 123 Independence Drive and Parkline from the December 12, 2022, Planning Commission meeting. (Independence Drive; Parkline)

ACTION: Motion and second (Riggs/Do) to approve the consent calendar as submitted; passes 6-0.

F. Study Session

- F1. Study session for the Parkline Master Plan project to comprehensively redevelop an approximately 63.2-acre site located at 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road. The proposed project would redevelop SRI International’s research campus by creating a new office/research and development, transit-oriented campus with no net increase in commercial square footage, up to 550 new rental housing units (with a minimum of 15% of the units available for below market rate households), new bicycle and pedestrian connections, and approximately 25 acres of



publicly accessible open space. The proposed project would demolish all existing buildings, excluding Buildings P, S, and T, which would remain on-site and operational by SRI and its tenants. The proposed project would organize land uses generally into two land use districts within the Project site, including 1) an approximately 10-acre Residential District in the southwestern portion of the Project site; and 2) an approximately 53-acre Office/R&D (research and development) District that would comprise the remainder of the Project site. In total, the Proposed Project would result in a total of approximately 1,898,931 square feet, including approximately 1,380,332 square feet of office/R&D and approximately 518,599 square feet of residential uses (including up to 450 rental residential units). In addition, the proposed project would establish a separate parcel of land that is proposed to be leased to an affordable housing developer for the future construction of a 100 percent affordable housing or special needs project which would be separately rezoned as part of the proposed project for up to 100 residential units (in addition to the residential units proposed within the Residential District), and which is not included in residential square footage calculations as the square footage has not been determined. The EIR will study two potential project variants, one that includes an approximately 2 million gallon buried concrete water reservoir and associated facilities, and one that includes an additional 50 residential units for a total of up to 600 dwelling units, inclusive of the standalone affordable housing building. The Planning Commission previously held a public hearing on the scope and content of the EIR as part of the 30-day NOP (Notice of Preparation) comment period that ended on January 9, 2023. The project site is zoned "C-1(X)" (Administrative and Professional District, Restrictive) and governed by a Conditional Development Permit (CDP) approved in 1975, and subsequently amended in 1978, 1997, and 2004. The proposed project is anticipated to include the following entitlements: General Plan Amendment (Text and Map), Zoning Ordinance Amendment, Rezoning, Conditional Development Permit, Development Agreement, Architectural Control (for potential future Design Review), Heritage Tree Removal Permits, Vesting Tentative Map, Below Market Rate (BMR) Housing Agreement and Environmental Review. ***Continued from the meeting of January 23, 2023.*** (Staff Report #22-073-PC; Correspondence)

Planner Sandmeier made a presentation on the item.

Mark Murray, Lane Partners, spoke on behalf of the proposed project.

Acting Chair Harris opened public comment.

Public Comment:

- Jenny Michel, Coleman Place Neighborhood Block, urged the creation of up to 1,850 residential units at 30% affordable through the proposed development.
- Rob Wellington, Willows, said he supported the project for its housing and open space. He said commercial was important to have near the downtown to support local retail businesses.
- Karen Grove supported the move of the affordable housing into the residential zone and willingness to do more than 100 units of deeply affordable housing and to study up to 800 housing units.
- Pam Jones noted the additional affordable housing and residential units and said to meet RHNA for affordable housing at all levels the city needed 1,662 new affordable units noting 594 were in

the pipeline. She said if more affordable units could be built physically separate that should be the goal and the Council should rezone to increase well over the 100 residential units allowed per acre in District 1.

- Ken Chan, Housing Leadership Council of San Mateo County, said he appreciated the applicant's willing response to community comments to improve the proposal and urged the Commission to support the proposal that allowed for the greatest feasible number of homes, especially affordable ones.
- Michal Bortnik supported increased housing up to 800 units due to the number of expected employees at the commercial site and urged that everything be done to mitigate traffic impacts.
- Adina Levin, Menlo Park, expressed support for the evolved proposal to have more homes including more affordable housing.
- Conor Flannery said this was a great site for commercial use that would help the city attract and retain great employers to continue to be a leader in the tech and life sciences area.
- Kartherine Dumont, Linfield Oaks, said she supported that the applicants were looking into providing more housing and a variety of and dedicated affordable and deeply affordable housing. She said this project also made it possible to make the area safer for bicyclists and pedestrians.
- Sarah Brophy, Menlo Park, supported the project and noted the housing and affordable housing component.
- Phil Bahr expressed concern with the proposal for the four story parking structures that would block the views of McCandless Business Park, and that the 1 million square feet of new office space and 650 apartments would add to traffic gridlock.
- Michael Arousa, Menlo Park, expressed strong support for the project proposal and maximizing the amount of housing built up to 800 units.

Acting Chair Harris closed public comment.

Commissioner Comments:

- Support for integrating the donated acre within residential component, the possibility of increasing size of donated land and number of affordable units, and studying 800 or more housing units
- Support for the level of affordable housing at 30% and efforts to increase that
- Consider longer term rental leases such as 10 years
- Consider two parking structures rather than three and one to two levels with affordable housing on top
- Support for an aggressive TDM plan for the project due to its proximity to downtown and transit
- Consider realignment of Ravenswood with Ringwood
- Support for keeping residential and commercial traffic separate

- Support for the office amenity center being open to the public and tenants of other office buildings along Middlefield Road
- Consider creation of two regulation-sized sports field and office space for Menlo Park School District or one regulation-sized sports field and four pickleball courts
- Appreciation for the open space and connectivity through the site and preservation of heritage trees, in particular the native oaks
- Support for Mission revival architecture
- Support for reservoir variant

Comments were also made regarding a desire for an EIR alternative analysis of 1,000 to 1,700 housing units.

G. Public Hearing

- G1. Consider and adopt a resolution to approve a use permit to demolish an existing one-story, single-family residence, and construct a new two-story residence on a substandard lot with regard to minimum lot width in the R-1-U (Single Family Urban Residential) zoning district, at 893 Woodland Avenue; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. ***Continued to a future meeting.***
- G2. Consider and adopt a resolution to approve a use permit to demolish an existing one-story, single-family residence, and construct a new two-story, single-family residence on a substandard lot with regard to minimum lot width and area in the R-1-U (Single Family Urban Residential) zoning district, at 440 University Drive. The project includes an attached accessory dwelling unit (ADU), which is a permitted use not subject to discretionary review; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. (Staff Report #23-010-PC)

Associate Planner Chris Turner reported no updates to the published staff report.

Anna Felver, Thomas James Homes, applicant, spoke on behalf of the project.

Acting Chair Harris opened the public hearing.

Public Comment:

- Elizabeth Houck spoke against the project due to concerns about privacy impacts.

Acting Chair Harris closed the public hearing.

The Commission discussed stairwell glazing and potential shade impacts.

Commissioner Riggs moved to approve the item with the addition of obscure glazing on the stairwell. Commissioner Schindler seconded the motion.

ACTION: Motion and second (Riggs/Schlinder) to adopt a resolution to approve a use permit to demolish an existing one-story, single-family residence, and construct a new two-story, single-family residence on a substandard lot with regard to minimum lot width and area in the R-1-U (Single

Family Urban Residential) zoning district, at 440 University Drive with the following modification; passes 4-0-2 with Commissioners Barnes and Tate abstaining.

Add Condition 2a: Simultaneous with the submittal of a complete building permit application, the Applicant shall revise the elevation drawings to indicate the stair well window will have obscured glass, subject to review and approval of the Planning Division.

- G3. Consider and adopt a resolution to approve a use permit to demolish an existing one-story, single-family residence and detached accessory building, and construct a new two-story, single-family residence on a substandard lot with regard to lot width, depth, and area in the R-1-U (Single Family Urban Residential) zoning district, at 167 McKendry Drive; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. (Staff Report #23-011-PC)

Commissioner Barnes recused himself from consideration of this item.

Planner Pruter said an additional piece of correspondence was received expressing privacy concerns and proposed tree planting.

Eiki Tanaka, project architect, spoke on behalf of the project.

Acting Chair Harris opened the public hearing.

Public Comment:

- Alex Lee, neighbor, expressed concerns with the stairwell window and its view into his property and backyard and said the proposed tree type offered for screening was unacceptable.

Acting Chair Harris closed the public hearing.

Commissioner Riggs moved to adopt a resolution to approve the project with the condition that the lower section of the stairwell window be obscure glass and the applicant work with staff on alternative tree selections that might be more amenable to the neighbor. Commissioner Tate seconded the motion.

ACTION: Motion and second (Riggs/Tate) to adopt a resolution to approve a use permit to demolish an existing one-story, single-family residence and detached accessory building, and construct a new two-story, single-family residence on a substandard lot with regard to lot width, depth, and area in the R-1-U (Single Family Urban Residential) zoning district, at 167 McKendry Drive; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures with the following additional condition; passes 5-0-1 with Commissioner Barnes recused.

Add Condition 2a: Simultaneous with the submittal of a complete building permit application, the applicant shall submit revised plans showing obscured glass for the lower portion of the window (lower lite) at the stairs along the right-side elevation and alternative tree selections, for the purpose of providing privacy screening between the window at the stairs and the neighboring residence, subject to review and approval of the Planning Division.

- G4. Consider and adopt a resolution to approve a use permit to demolish an existing one-story, single family residence and construct two new two-story residences on a substandard lot with regard to minimum lot width in the R-2 (Low Density Apartment) district, at 785 Partridge Avenue. The project would also include excavation in the interior side and rear setbacks for lightwells associated with basements; determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. Additionally, the proposal includes administrative review of a minor subdivision to subdivide the project into two condominium units. (Staff Report #23-012-PC)

Planner Fahteen Khan noted an added condition of approval: *Simultaneous with the submittal of a complete building permit application, the applicant shall submit a revised arborist report detailing guidelines for root preservation for trees #2 and 3 (Douglas firs), located at 817 Partridge Avenue. In addition to detailed instructions on excavation methods and monitoring, the guidelines shall specify alternative driveway construction techniques and/or materials to preserve roots of trees #2 and 3 within 12 feet of their trunks and state that no roots greater than or equal to 2 inches in diameter shall be cut within 12 feet of trees' trunks. The revised arborist report shall be subject to review and approval by the City Arborist and Planning Division.*

Jose Ares, Studio Squared Architecture, spoke on behalf of the project.

Acting Chair Harris opened the public hearing.

Public Comment:

- Ken Chen expressed concern that the existing home had asbestos siding and that had also potentially permeated the soil and asked for confirmation it would be removed safely.
- A neighbor (*name not provided*) expressed concerns about the advanced age and health of the Douglas firs and protection of their property from their potential collapse, the project built up to their property line and privacy impacts, impacts to their foundation from the proposed excavation as well as asbestos hazards, and whether the transformer was sufficient with this new structure.

ACTION: Motion and second (Tate/Schindler) to continue to 11:15 p.m.; passes 6-0.

- Anna (*last name not provided*), neighbor, said she could not support the project and noted past bad experience with a similar project and requested responsive contact information for the course of the project, and full attention to safe handling of potential asbestos siding.

Acting Chair Harris closed the public hearing.

Ms. Khan explained that remediation for asbestos removal and structural requirements regarding lightwells and basements were determined during the building permit process. She said building inspectors visit the construction site to ensure compliance to regulations and standards. She was not able to address the transformer question.

ACTION: Motion and second (Riggs/Schindler) to adopt a resolution including the added condition to approve a use permit to demolish an existing one-story, single family residence and construct two new two-story residences on a substandard lot with regard to minimum lot width in the R-2 (Low

Density Apartment) district at 785 Partridge Avenue; passes 5-0-1 with Commissioner Barnes abstaining.

H. Informational Items

H1. Future Planning Commission Meeting Schedule

- Regular Meeting: February 27, 2023

Planner Sandmeier said the February 27 and March 13 agendas were not finalized.

- Regular Meeting: March 13, 2023

I. Adjournment

Acting Chair Harris adjourned the meeting at 11:10 p.m.

Staff Liaison: Corinna Sandmeier, Principal Planner

Recording Secretary: Brenda Bennett



STAFF REPORT

Planning Commission

Meeting Date:

4/24/2023

Staff Report Number:

23-027-PC

Public Hearing:

Consider and adopt a resolution to deny a use permit to exceed the maximum nighttime noise limit of 50 dBA, measured at residential property lines, to accommodate electric pool heating equipment for the approved Menlo Park Community Campus (MPCC) development currently under construction at 100 Terminal Avenue, in the P-F (Public Facilities) zoning district

Recommendation

On February 27, 2023, staff recommended that the Planning Commission adopt a resolution approving a use permit to allow the Menlo Park Community Campus (MPCC) air source heat pumps (ASHPs) to exceed the maximum nighttime noise limit of 50 dBA measured at the nearest residential property line. At the February 27, 2023 Planning Commission meeting, the Planning Commission directed staff to return with a resolution denying the use permit to allow the MPCC ASHPs to exceed the 50 dBA noise limit. At the March 27, 2023 meeting, the Planning Commission continued the item and directed staff to update the resolution to include information inadvertently omitted from the resolution presented at the February 27, 2023 meeting and to add additional information to the resolution pertaining to the Commission's discussion on the use permit request. Based on that direction and Commissioner comments at that meeting, staff drafted the attached resolution, including the recommended findings to deny the use permit, which is included as Attachment A.

Policy Issues

Each use permit request is considered individually. The Planning Commission should consider whether the required use permit findings can be made for the proposal.

Background

Site location

The project site is located at 100 Terminal Avenue in the P-F (Public Facilities) zoning district. The project site is bordered by the Dumbarton rail corridor to the north, U.S. Highway 101 to the west, Beechwood School and residences in the R-1-U (Single Family Urban Residential) zoning district to the east, and a Pacific Gas and Electric (PG&E) substation and other residences in the R-1-U zoning district to the south and southeast. A location map is included as Attachment B.

The Menlo Park Community Campus Project was approved by City Council on January 12, 2021. The project consists of redevelopment of the Onetta Harris Community Center, Menlo Park Senior Center, and Belle Haven Youth Center into one new community campus building. The project also consists of the construction of new pool facilities to replace the existing Belle Haven pool facilities. In an effort to further the

City's environmental policies and goals, the MPCC building and facilities (including the pools) were designed to achieve LEED Platinum and be operated without the use of natural gas.

Previous Planning Commission reviews

The Planning Commission reviewed the request to exceed the maximum nighttime noise limit for a third time at its March 27, 2023 regular meeting. Three members of the public spoke in opposition to the use permit and thanked the Planning Commission for their continued review of the project and direction to staff to draft a resolution for denial. The Planning Commission expressed concerns that the resolution had not been updated to reflect the motion passed at the previous hearing. The Commission again expressed their desire for the applicant to explore other options, such as equipment enclosures, alternate heating methods or equipment, or alternate locations, that would reduce the noise emitted from the ASHPs to below the maximum 50 dBA. The Commission sought clarification from staff on how continuation of the project for a third time would affect the construction schedule and ultimately the schedule for the MPCC's opening. Staff explained that the construction would continue as scheduled, but there could be challenges with discussions around programming, should the commission decide to continue the project. The Commission continued the project and directed staff to update the resolution and findings to deny the use permit to include the Commission's desire for the applicant to study and employ a strategy that would reduce the noise emanating from the ASHPs to below 50 dBA, the understanding that the operations of the MPCC pool would be the same as the Burgess Campus pool, and that each resident of Menlo Park has the right to both clean air and relative quiet. Additionally, the Commission did not continue to a date certain, requiring a new notice to residents within a 300-foot radius of the project site.

The Planning Commission reviewed the request to exceed the maximum nighttime noise limit for a second time at its February 27, 2023 regular meeting. Eleven members of the public made comments in opposition to the use permit, citing concerns about increased noise pollution and detrimental effects on the Belle Haven neighborhood. Planning Commissioners expressed concerns that other alternatives, such as dividing the heating units into smaller equipment packages to be located in different areas of the site or modifying the proposed temperatures and/or operating schedules of the pools, had not been fully explored during the development of the MPCC. Commissioners suggested that the pool heating options should be reevaluated with the first priority being to meet the City's noise ordinance requirements. The Commission continued the project and directed staff to prepare findings to deny the use permit, send a new notice for the meeting where the denial findings would be considered to residents within a 300-foot radius of the project site, and evaluate the potential for other forms of outreach to the neighborhood. The Commission also directed staff to include language in the resolution regarding the Commission's desire for the noise from the ASHPs to be reduced to below 50 dBA.

The Planning Commission originally reviewed the project at the October 3, 2022 regular meeting. During the meeting, commissioners expressed concerns with the proposed noise generated by the proposed ASHPs and continued the project. The Commission directed staff and the applicant to perform additional research into alternate designs and equipment that could reduce noise levels, and conduct public outreach to gain feedback on the proposed amplified noise.

A hyperlink to the staff report from the March 27, 2023 meeting is included as Attachment C. The staff report and meeting minutes from the October 3, 2022 meeting are included as hyperlinks in Attachments D and E, respectively. The staff report from the February 27, 2023 meeting is included as a hyperlink in Attachment F. Information regarding previous analyses of pool heating equipment requirements; noise effects; alternative energy sources, locations, and noise-dampening solutions; and public outreach efforts are provided in those reports.

Analysis

Project description

Chapter 8.06 of the Menlo Park Municipal Code (MPMC) regulates noise, and places limitations on noise emanating from any source measured at residential property lines at 60 dBA during daytime hours (between 7 a.m. and 10 p.m.) and 50 dBA during nighttime hours (between 10 p.m. and 7 a.m.). Section 8.06.050 enumerates certain exemptions from the noise limitations, including for any use for which a use permit is granted that specifically allows noise levels to be exceeded. The applicant proposed to exceed the maximum nighttime noise limit for pool heating equipment.

The heating equipment, as currently designed, consists of five ASHPs that would be located on the southern side of the new MPCC building. Electric pool heaters are generally noisier than natural gas heaters. Not all ASHPs would be required to be running at all times in order to successfully heat the pools, but the applicant states that there may be times when all five heat pumps would run simultaneously in the early morning (nighttime hours) in order to heat the pools for morning users. If all five ASHPs were running, the noise would exceed 50 dBA at residential properties along Del Norte Avenue and Terminal Avenue. The noise would not exceed the daytime limit of 60 dBA at any residential property line.

The applicant provided an analysis of the approximate required run time throughout the year in their project description letter (Attachment A Exhibit B). The amount of time the ASHPs would be required to operate would vary throughout the year depending on ambient temperatures, utilization of pool covers, and the how well heat is retained in the pools. The analysis provided by the applicant indicated that in order to adequately heat the pools, maximum run time would be up to approximately 4.3 hours in a 24-hour period in the summer months, and up to approximately 7.6 hours in a 24-hour period in winter months. Since the exact run times would vary and exact operation details are difficult to predict, the applicant requested to be allowed to exceed the maximum nighttime noise limits at any point in the year.

Response to Planning Commission direction

As directed by the Planning Commission at its February 27, 2023 meeting, staff has prepared a resolution with findings to deny the use permit on the following grounds:

- The use permit would create the potential for a noise disturbance during nighttime hours without any certainty of the number of hours per day or days per year that nearby residences may be impacted.
- Granting the use permit could have negative effects on the health and comfort of residents who would be exposed to noise from the equipment that would exceed the maximum nighttime sound levels because increased noise at uncertain intervals during the night could have detrimental effects on the sleep patterns of nearby residents.
- Studies of alternatives, such as different equipment locations, distribution of equipment across multiple locations on the site, alternative heating equipment types, modifications to the proposed heating and operating schedules of the pools, and potential sound barriers were not completely exhausted, and other alternatives may still be viable.

Additionally, as directed by the Planning Commission at its March 27, 2023 meeting, staff has updated the resolution to include the following language from the Commission:

- While the Municipal code limits noise nighttime to 50 dBA, the Planning Commission expresses their desire that the project be modified to reduce the noise below 50 dBA. The alternatives could include alternate locations, different equipment, sound-reducing enclosures, or any combination of noise-

mitigating methods.

- The Commission believes that all residents in the Belle Haven neighborhood are entitled to clean air and relative quiet while having access to the same level of pool service as residents who utilize the Burgess Campus pool.

Based on the summary of findings above and in response to direction from the Planning Commission, staff recommends that the Planning Commission approve the resolution to deny the use permit request. City staff and the project consultants will continue to evaluate alternatives that would allow the project to operate without the use of natural gas while also meeting the City's noise ordinance requirements.

Correspondence

After the March 28, 2023 meeting, staff received a follow-up email (Attachment G) from a member of the public with additional questions and suggestions for alternatives to mitigate the noise. The questions are summarized below:

- Could more sound dampening be added to the top of the heat pumps?
- Could smaller units be reevaluated with the understanding that more units may be needed to achieve the same level of heating?
- Could fewer units of a larger size be used?

The applicant provided the following responses to the questions:

- The decibel readings are measured from the unit as a whole, not separately from each side or top of the unit. Because of this, the sound reduction of the silencers cannot be accurately predicted if they are installed only at the top. Silencers only on the top are not recommended by the project acoustician.
- The smaller heat pump Model SQ225 would require 28 units, and would still not meet the 50dBA noise ordinance. Also, due to space constraints, the units would need to extend easterly from the current location, which is closer to the residences.
- The project is using AquaCal's largest, quietest heat pumps available.

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.

Environmental Review

The project is categorically exempt under Class 3 (Section 15303, "New Construction or Conversion of Small Structures") of the current California Environmental Quality Act (CEQA) Guidelines.

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.

Appeal Period

The Planning Commission action will be effective after 15 days unless the action is appealed to the City Council, in which case the outcome of the application shall be determined by the City Council.

Attachments

- A. Draft Planning Commission Resolution Adopting Findings of Denial for project Use Permit
Exhibits to Attachment A
 - A. Project Plans
 - B. Project Description Letter
- B. Location Map
- C. March 27, 2023 Staff Report Hyperlink: <https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/planning-commission/2023-meetings/agendas/20230327-planning-commission-agenda-packet.pdf>
- D. October 3, 2022 Staff Report Hyperlink: <https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/planning-commission/2022-meetings/agendas/20221003-planning-commission-agenda-packet.pdf>
- E. October 3, 2022 Meeting Minutes Hyperlink: <https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/planning-commission/2022-meetings/minutes/20221003-planning-commission-minutes.pdf>
- F. February 27, 2023 Staff Report Hyperlink: <https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/planning-commission/2023-meetings/agendas/20230227-planning-commission-agenda-packet.pdf>
- G. Correspondence

Disclaimer

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

Exhibits to Be Provided at Meeting

None

Report prepared by:
Chris Turner, Associate Planner

Report reviewed by:
Corinna Sandmeier, Principal Planner

PLANNING COMMISSION RESOLUTION NO. 2023-XX**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK DENYING A USE PERMIT TO ALLOW POOL HEATING EQUIPMENT TO EXCEED THE NIGHTTIME NOISE LIMIT MEASURED AT RESIDENTIAL PROPERTY LINES**

WHEREAS, the City of Menlo Park (“City”) received an application requesting to be permitted to exceed the noise limits established in Section 8.06.030 of the Menlo Park Municipal Code at a parcel in the in the P-F (Public Facilities) zoning district, (collectively, the “Project”) from the City of Menlo Park (“Applicant”), located at 100 Terminal Avenue (APN 055-280-040) (“Property”); and

WHEREAS, the Property is located in the Public Facilities (P-F) district; and

WHEREAS, the Property is currently under construction as part of the new Menlo Park Community Campus (MPCC) project; and

WHEREAS, the proposed pool heating equipment would be all-electric. Electric pool heating equipment is noisier than natural gas pool heating equipment and, as proposed, would exceed the maximum nighttime noise limit of 50 dBA measured at residential property lines; and

WHEREAS, Section 8.06.050 of the Menlo Park Municipal Code includes an exemption from the noise limitations for projects that are granted a use permit that allows noise limits to be exceeded; and

WHEREAS, the Planning Commission reviewed the project at the October 3, 2022 meeting and continued the item with the direction to study alternative methods of heating, noise-dampening barriers, and alternate locations for the equipment in addition to conducting outreach to the affected community; and

WHEREAS, the Applicant completed robust outreach to the neighboring properties, including door-to-door outreach, to receive feedback from residents who would be affected by the amplified noise and inform them of the public hearing, and 11 persons commented in opposition to the project at the February 27, 2023 meeting; and

WHEREAS, the Planning Commission reviewed the project at the February 27, 2023 meeting and considered additional analysis regarding alternative options for the equipment and continued the item with the direction to prepare a resolution denying the use permit for the Project because the required findings could not be made; and

WHEREAS, the Planning Commission reviewed the project at the March 27, 2023 meeting and considered the resolution to deny the project and found the information in the staff report and updated resolution to insufficiently summarize the discussion of the February 27, 2023 Planning Commission meeting, and continued the project with direction to staff to

include additional information regarding past discussions in the staff report and to update the resolution to accurately reflect the Planning Commission's motion to deny the project and include language in the resolution expressing the Commission's desire for the applicant to reduce the noise from the pool equipment to below 50 dBA; and

WHEREAS, the Planning Commission believes that the residents of Belle Haven are entitled to clean air and relative quiet from neighboring developments; and

WHEREAS, the Planning Commission believes the residents of Belle Haven are entitled to the same level of pool services as residents who utilize the Burgess Campus pool; and

WHEREAS, the Planning Commission desires the project to be modified to include noise-reducing measures, such as relocation of equipment, noise-dampening enclosures, or alternate equipment, in order to reduce noise emanating from the to below 50 dBA; and

WHEREAS, the Project, requires discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act ("CEQA," Public 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

WHEREAS, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the Project; and

WHEREAS, the Project is categorically exempt from environmental review pursuant to Cal. Code of Regulations, Title 14, §15302 et seq. (Replacement or Reconstruction); and

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

WHEREAS, at a duly and properly noticed public hearing held on April 24, 2023, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to taking action regarding the Project.

NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals. The Planning Commission has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the Planning Commission finds

the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

Section 2. Conditional Use Permit Findings. The Planning Commission of the City of Menlo Park does hereby make the following Findings:

The use permit to exceed nighttime noise limits measured at residential property lines is denied based on the following findings which are made pursuant to Menlo Park Municipal Code Section 16.82.030:

1. That the establishment, maintenance, or operation of the use applied for will, under the circumstance of the particular case, be detrimental to the health, safety, morals, comfort and general welfare of the persons residing in the neighborhood of such proposed use, or injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city because:
 - a. Consideration and due regard were given to the nature and condition of all adjacent uses and structures, and to general plans for the area in question and surrounding areas, and the impact of the application hereon would create the potential for a noise disturbance without any certainty of the number of hours per day or days per year that nearby residences may be impacted. Furthermore, granting the use permit may have negative impacts on the health and comfort of individuals whose residences would be exposed to noise from the equipment that would exceed the maximum nighttime sound levels because increased noise in uncertain intervals could have detrimental effects to sleep patterns of nearby residents.
 - b. Studies of alternatives, such as different equipment locations, distribution of equipment across multiple locations on the site, alternate heating equipment types, modifications to the proposed heating and operating schedules of the pools, and sound barriers that would reduce noise levels below the maximum limits were not exhausted, and other alternatives may be viable.

Section 3. Conditional Use Permit. The Planning Commission denies Use Permit No. PLN2022-00017, which use permit is depicted in and subject to the development plans and project description letter, which are attached hereto and incorporated herein by this reference as Exhibit A and Exhibit B, respectively.

Section 4. Environmental Review. The Planning Commission makes the following findings, based on its independent judgment after considering the Project, and having reviewed and taken into consideration all written and oral information submitted in this matter:

- A. The Project is categorically exempt from environmental review pursuant to Cal. Code of Regulations, Title 14, §15302 et seq. (Replacement or Reconstruction).

Section 5. 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, Corinna Sandmeier, Principal Planner and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on April 24, 2023, by the following votes:

AYES:

NOES:

ABSENT:

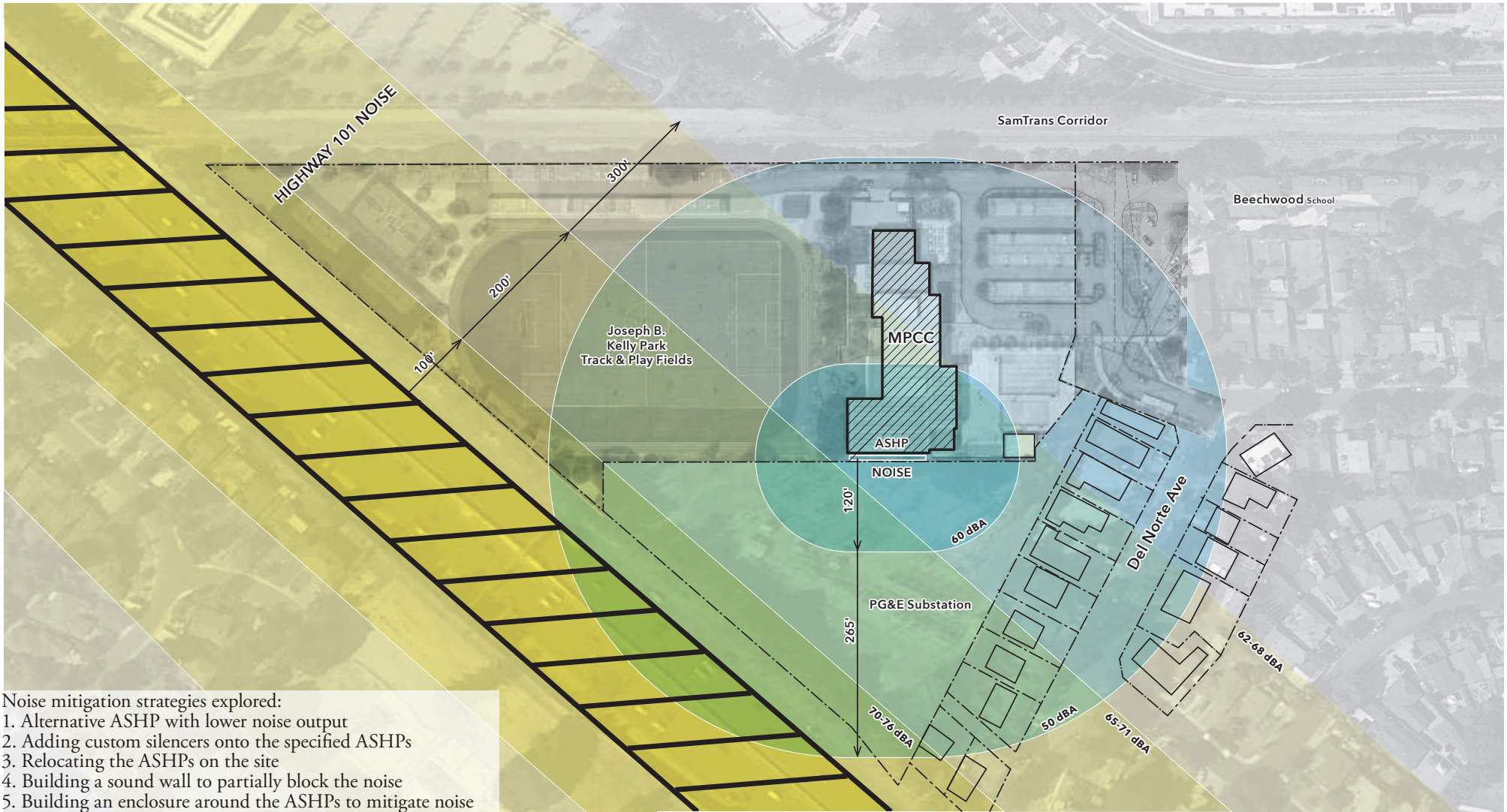
ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 24th day of April, 2023.

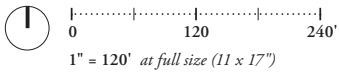
Corinna Sandmeier
Principal Planner and Planning Commission Liaison
City of Menlo Park

Exhibits

- A. Project Plans
- B. Project Description Letter



- Noise mitigation strategies explored:
1. Alternative ASHP with lower noise output
 2. Adding custom silencers onto the specified ASHPs
 3. Relocating the ASHPs on the site
 4. Building a sound wall to partially block the noise
 5. Building an enclosure around the ASHPs to mitigate noise





February 21, 2023

**RE: Project description letter
100 Terminal Ave
Air Source Heat Pump (ASHP) Use Permit – Menlo Park Community Campus**

Dear Menlo Park Planning Commission,

The Menlo Park Community Campus (MPCC), located at 100 Terminal Avenue, is under construction and is scheduled to open in 2024. The new facility will include a public gymnasium, library, senior center, youth center, commercial-grade kitchen, community meeting room, dining hall, and outdoor aquatics center for the community's benefit. To meet the City's goals of sustainable design and construction and to comply with the "reach code" ordinance passed by the City Council in 2019, fossil fuels will not be used in the operation of the building. The City of Menlo Park has taken great strides in reducing greenhouse gas (GHG) emissions from the building sector. Electrifying new buildings reduces GHG emissions and helps improve air quality and environmental health and safety for residents, because all-electric appliances emit very little GHG emission compared to natural gas appliances.

Two new pools will be constructed as part of the MPCC project. Since natural gas was not an option for heating the pools (per the City's ordinance described above), it is included for comparison purposes only. Other heating methods that were considered were solar heating, air source heat pumps, electric heaters, and cogeneration.

- Gas heaters heat water quickly and keep the temperatures stable regardless of outdoor temperature. They have a lower initial purchase price and installation cost. However, they use finite natural resources to operate, and are not environmentally friendly. Operating costs are high due to the high cost of natural gas. The Lochinvar gas heater was evaluated as a baseline pool heating system. Noise levels for gas heaters are typically 30-40 decibels at a distance of 5 feet. Additionally, gas heaters can be placed indoors.
- Solar heating is an effective and cost-efficient way to heat pools. However, solar heating alone rarely meets the temperature requirements due to lack of sun, overcast skies, and system inefficiencies. Solar heating was selected as the primary source of heating for the pools, and is paired with heat pumps for the most efficient and cost-effective system.
- Air source heat pumps (ASHPs) are powered by electricity. They operate by

extracting heat from the outside air, increasing the heat with a compressor, delivering the heat to the water, and ejecting the cold air out the top of the unit. This method of heating is environmentally friendly and uses less energy than other heating methods. ASHPs must be located outdoors and require clear space all around for proper air flow.

- Electric heaters are also powered by electricity, and generate heat from a heating element. Electric heaters are less efficient and more expensive to operate than air source heat pumps. They are ideal for small pools or spas, but the electrical load to heat the two new swimming pools would be too large, resulting in an ineffective and expensive heating method.
- Cogeneration is a system that produces both heat and electricity from one primary energy source. While cogeneration can provide high energy efficiency, the most widely used cogeneration technologies burn fuel such as natural gas or oil, and therefore do not comply with the City’s reach codes. Additionally, cogeneration systems can be very expensive to install, and were cost prohibitive.

Ultimately, it was determined that solar thermal piping in conjunction with a series of five ASHPs was the most efficient and cost effective heating method for the pools. Heat pumps and solar heaters complement each other because they utilize different forms of renewable energy. Air source heat pumps work very well when average air temperatures exceed 50°F (10°C). They work less efficiently in air temperatures below 50°F (10°C), however, and they stop altogether in freezing temperatures. Solar heaters depend on sunlight, and operate very efficiently in sunny weather. They work less efficiently in cloudy weather, however, and cannot operate at night. By utilizing both solar heating and heat pumps, the swimming pools can be heated to the desired temperatures in almost all weather conditions.

The air source heat pump selected was the AquaCal “Great Big Bopper” (see Attachment A). This particular unit was selected due to its heating capacity and relatively low noise level, as compared to similar pumps from other manufacturers. The table below shows heat pump noise levels from a variety of manufacturers.

Manufacturer	Model	Sound level decibels
AquaCal	SQ175	55 db
Hayward	HP21404T	60 db
Jandy	EE3000T	59 db
Pentair	140	58 db
Rheem	M8350ti	64 db

Using smaller heat pumps was also considered. However, it was found that at least 28 of AquaCals smaller pumps (model SQ225) would be required, and would more noise would result.

The ASHPs will be in operation when heating the pool, year round. The ASHPs are



expected to be on most of the time the pool is open. The table below includes the maximum and minimum heating time according to month. In the coldest months, the maximum run time would be 7.4-7.6 hours over a 24-hour period. In the summer, the maximum run time would be 4.3-4.8 hours over a 24-hour period. It is not possible to specify the exact heating time every night.

MENLO PARK - AVERAGE MONTHLY TEMPERATURE and HEATING TIME												
Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Min. Temp. (F)	41	44	46	48	52	55	58	58	55	51	45	40
Max. Temp. (F)	59	62	65	69	72	76	77	77	73	65	65	59
Max. Heating time (Hr.)	7.4	6.8	6.5	6.1	5.4	4.8	4.3	4.3	4.8	5.6	6.7	7.6
Min. Heating time (Hr.)	4.1	3.5	3.0	2.3	1.7	1.0	0.8	0.8	0.8	1.5	3.0	4.1

The ASHPs will be on at nighttime to heat the pool to the desired temperatures to be ready for morning use. There will be times when the ASHPs are running and exceed the Menlo Park noise ordinance. The residential noise limits are 50 decibels during nighttime hours, and 60 decibels during daytime hours. When all 5 pumps are running, the sound levels emanating from the ASHPs may exceed the nighttime residential limit of 50 decibels, however they would be below the daytime limit of 60 decibels. Please see the Noise Attenuation Diagram (Attachment B) which shows the decibel readings at the property lines.

Several noise mitigation strategies were evaluated, including aftermarket attenuators, sound barriers, and moving the pumps to other locations on the site.

A noise analysis (Attachment C) was conducted by Salter, an acoustics consultant, in September 2021, to provide recommendations to achieve a 10 decibel sound reduction. Salter analyzed the locations for the attenuators to be attached to the ASHPs (two of the sides and the top were found to emit the most noise), and recommended that a third party manufacturer design the dimensions of the attenuators. Norman S. Wright Mechanical Equipment Corporation sized custom silencers manufactured by VibroAcoustics to fit the ASHPs. To achieve the requested 10 decibels reduction, the silencers would need to be 60"x 54"x 90". The ASHPs are located between the building and the PG&E property line, in a space that is 10'-7" wide. The ASHPs with the added silencers would not physically fit in the space provided (see Attachment D).

Solid sound barriers were also considered to reduce noise, however, the ASHPs require 6' of clearance on all sides, and 12' of clearance overhead, in order that air flow is not restricted. See Attachment E for clearance requirements. Additionally, sound barriers would not fit due to the site constraints. The proximity of the ASHPs to the PG&E property line on the south (and clearance required by the ASHPs for air circulation), the building to the north, and required Fire Access Clearance required on the East and West do not make it possible to install sound barriers anywhere on site. This required clearance between the gym wall and the units means that the fence on the south side of the property must be chain link and cannot be blocked.

The ASHPs come with the compressors wrapped to reduce noise emissions. Other types of sound blankets would restrict the air flow and would not be feasible. It should be noted that the heat pump warranty would be void if not installed within specifications.

Relocating the ASHPs to alternate locations on the site was also considered. The ASHPs are located at the maximum design length possible (180 feet from the instructional pool, and 200 feet from the lap pool). If the pumps were moved farther away than this distance, additional piping and recirculation pumps would be needed to pump water from the pool to the heaters and back. More pumps would result in more noise. Additionally, if the pumps were moved to the pool house area (either adjacent to or on top of the pool equipment building), they would be closer to the residential property line and the sound level would increase.

In summary, the ASHPs as proposed are the only feasible option to effectively heat the pools to the desired temperature and operating hours. The ambient noise will be limited to no more than 60 decibels at any time, but will exceed the ordinance of 50 decibels at night.

Sincerely,

Theresa Avedian, Senior Civil Engineer, Public Works

List of Attachments

Attachment A: Great Big Bopper specification

Attachment B: Noise attenuation diagram

Attachment C: Noise analysis memo

Attachment D: Silencer schedule and diagram

Attachment E: Clearance requirements for ASHPs



City of Menlo Park
 Location Map
 100 TERMINAL AVENUE (MPCC)



Scale: 1:4,000

Drawn By: CRT

Checked By: CDS

Date: 4/24/2023

Sheet: 1

Turner, Christopher R

From: Angela Evans <angelajsherry@yahoo.com>
Sent: Tuesday, March 28, 2023 9:43 AM
To: Sandmeier, Corinna D; Turner, Christopher R; Smith, Tom A; Reinhart, Sean S
Cc: Doerr, Maria
Subject: Fwd: Pool pumps that allow for quiet and clean air at Belle Haven MPCC

CAUTION: This email originated from outside of the organization. Unless you recognize the sender's email address and know the content is safe, DO NOT click links, open attachments or reply.

Hello all,

I was asked by one of the Planning Commissioners to please forward my email below (that also went to the CCIN yesterday) to additional Planning staff, including the staff listed on staff report for the Belle Haven pool item discussed last night.

Here you go. Thank you so much!

Sincerely,
Angela Evans

Hi Angela,

Please forward this email along with any other correspondence to the staff member assigned to the MPCC project along with staff assigned to the commission. There was a mix up about your recommendations because staff hadn't seen your email although you sent it to CCIN. We'd like to allow time for staff to evaluate prior to the commission hearing the item again on April 24th and to be included in the staff report.

You may also want to cc the city council person assigned to the commission.

Michele

Dear Planning Commission (and including Planning staff via the CCIN, as it may relate to potential resources shared here on this topic);

Thank you very much for denying the waiver on noise with respect to the community pool equipment in Belle Haven. Belle

Haven residents should be protected from noise pollution and shouldn't have to choose between noise pollution and clean air anyways, in this context.

Belle Haven residents should be able to receive both healthy pool equipment that doesn't spew NOx into the air *and* is quiet enough so that those residents can also sleep well at night. I believe that we can and should do both to do right by our community.

Below are some thoughts consolidated from my colleagues that I deemed relevant to share in this context:

- **Could more sound dampening be added to the top of the selected heat pump units to achieve the night time 50 decibel limit (given that the staff report notes the most noise from the top of the units and this may be the least space-constrained area)? It seems like more could be done to reduce the noise levels.**
- **If there's absolutely no way to mitigate the noise, could the quieter units by the same manufacturer be re-evaluated, with the understanding that 5 times as many units would be required but they could potentially be stacked or arranged in rows alongside the PG&E substation.**
- **If the smaller, quieter units are truly infeasible, could we work with the manufacturer to obtain larger units that would comply with the noise limit, given that the same manufacturer of the units selected for the project, AquaCal, also produces quiet units.**

Hopefully the consulting team can prioritize a design that fits within the noise limits and utilizes zero emission technology. More resources below on available options.

Sincerely,
Angela Evans
MP Resident
Also EQC Commissioner but writing here as private resident

More info on heat pumps for pool heating:

There are quiet and clean electric heat pumps on the market. This commercial guide to electric products from Redwood Energy covers pool equipment:

https://uploads-ssl.webflow.com/62b110a14473cb7777a50d28/6377e7c7fd6f8cc30f88afa7_Redwood%20Energy-%20Pocket%20Guide%20to%20All-Electric%20Commercial%20Retrofits.pdf

The pool section starts on p.35 with case studies, and equipment is listed on page 111. There are 4 examples of large pool heat pumps that are marked as “inverter driven” – this means they’ll be quiet. Inverter driven technology provides a gentle start and much quieter operation.

My colleagues noticed that the staff report says they explored alternate models – presumably the very quiet ones – but opted not to use them because they would need many more of them. It’s true that the quietest models are 1/5 the capacity of the AquaCal “Big Bopper” unit they selected. But if they can’t work with the manufacturer to get a large version that is quiet, perhaps they could stack the smaller units to keep the noise down at night (they seem to already meet the daytime noise limit).

I would love for the city to commit to using quiet and clean inverter-driven heat pumps at both the BH Community Center (new construction) and the pool at Burgess (retrofit).

Lastly, the City staff can utilize free technical and design assistance on electric heat pumps from Peninsula Clean Energy here: <https://allelectricdesign.org> Please note that, while this site does contain resources for pool heat pumps specifically, that guidebook is aimed a residential sized pools and therefore less relevant here. What is relevant is the direct technical assistance available through a team of experts on retainer with PCE (through the website, using the assistance request form).



STAFF REPORT

Planning Commission

Meeting Date:

4/24/2023

Staff Report Number:

23-028-PC

Public Hearing:

Consider and adopt a resolution to approve a use permit to construct a new detached accessory dwelling unit (ADU) with a front setback of four feet, where 20 feet is required in the R-1-U (Single Family Urban Residential) zoning district, at 1143 Woodland Avenue

Recommendation

Staff recommends that the Planning Commission approve a use permit to construct a new detached accessory dwelling unit (ADU) with a front setback of four feet, where 20 feet is required in the R-1-U (Single Family Urban Residential) zoning district. The draft resolution, including the recommended actions and conditions of approval, is included as Attachment A.

Policy Issues

Each use permit request is considered individually. The Planning Commission should consider whether the required use permit findings can be made for the proposal.

Background

Site location

The subject property is located on the northern side of Woodland Avenue, near the intersection of Woodland Avenue and Menalto Avenue in the Willows neighborhood. The property is a landlocked (panhandle) lot and does not have any street frontage of its own. Rather, the property's "handle" intersects with an access easement across the western portion of the property located at 1141 Woodland Avenue. Properties to the east along Menalto Avenue are located in the R-2 (Low Density Apartment) zoning district, and are developed with a mix of one and two-story single-family homes and duplexes. The remaining properties to the north, south, and east of the subject property are also located in the R-1-U zoning district, and are developed with one- and two-story single-family residences. A location map is included as Attachment B.

Analysis

Project description

The applicant is proposing to construct a new accessory dwelling unit (ADU) with a front setback of four feet where 20 feet is required. The lot is not an ordinary a flag lot whose handle intersects the public right-of-way. Rather the handle intersects an access easement through 1141 Woodland Avenue, forming a "U" shape between the easement, the handle, and the remaining developable portion of the property. Per the

definition of a front lot line (Section 16.04.400 (6)), the front lot line of a panhandle lot is the shorter of the two property lines which are contiguous to the private driveway or easement which provides access to the lot. In this case, the shorter of the two property lines is the northern property line, which creates the border between the subject property and 168 Oak Court. This property line is 168 Oak Court's rear property line. Per Section 16.79.040, ADU development regulations, including required setbacks, may be modified through granting of a use permit.

The subject property is currently occupied by a two-story residence with an attached two-car garage, and a shed. The existing shed is considered to be nonconforming since it is located entirely within the front setbacks. However, the shed is proposed to be demolished. No work to the main residence is proposed as part of this project. Two covered parking spaces, serving the main residence, are located in the attached garage. Per Section 16.79.080 (d)(1) of the Municipal Code, an ADU is exempt from requiring additional on-site parking if the ADU is located within a half mile walking distance to public transit. In the case of the subject property, the ADU would be located within one half-mile of a service stop for several lines, located at the intersection of University Avenue and Chaucer Street in Palo Alto. Thus, no additional parking is required for the ADU or the project site.

The ADU would be 744 square feet and would include two bedrooms and one bathroom, along with a combined kitchen and living room. The ADU would be constructed in an "L" shape with the front entrance facing the driveway. The long end would extend from the proposed four-foot front setback south along the eastern side property line towards the main residence. The applicant states that the southern portion of the lot (i.e. the rear) was considered as part of the site planning. However, distance from utility lines, existing trees and landscaping, and access to the ADU are cited in the project description letter as challenges to locating the ADU in the rear of the property.

Aside from the proposed front setback, the ADU would be in compliance with the Zoning Ordinance requirements. Of particular note:

- The proposed floor area would be 4,002 square feet where 3,274 square feet is the maximum floor area limit (FAL). ADUs are allowed to exceed the floor area limit by up to 800 square feet, and therefore, the project would be in compliance with the maximum FAL.
- The proposed building coverage would be 2,687 square feet where 3,094 square feet is the maximum.
- The proposed side setback would be four feet, where four feet is required.
- The proposed ADU would be approximately 13 feet, six inches in height, where 16 feet is the maximum.

A data table summarizing parcel and project attributes is included as Attachment C. The project plans and the project description letter are included as Attachment A, Exhibits A and B, respectively.

Design and materials

The applicant states that the proposed ADU would be a craftsman bungalow style structure. The siding would be cement fiber shingles to match the existing main residence. Roofing material would be asphalt shingle roofing. Windows would be painted fiberglass windows. No windows would face north towards the 168 Oak Court property, reducing potential privacy impacts.

Staff believes that the scale, materials, and style of the proposed ADU would be consistent with the existing residence, as well as the broader neighborhood, given the similar architectural styles of structures in the area.

Trees and landscaping

The applicant has submitted an arborist report (Attachment D), detailing the species, size, and conditions of trees on the subject property and adjacent properties. The report discusses the impacts of the proposed improvements and provides recommendations for tree maintenance and protection. As part of the project review process, the arborist report was reviewed by the City Arborist.

The arborist report lists 23 trees of various sizes and species on the subject and neighboring properties. Several trees are clustered near the footprint of the proposed ADU, including one heritage magnolia three (Tree #3) located on the neighboring property to the east, and three heritage privet trees (Trees #5, 6, and 7) on the subject property. The applicant proposes to remove the three heritage privet trees. The City Arborist reviewed and approved a heritage tree removal permit application for the removal of the privet trees on the basis of being species of low desirability. Three replacement trees – one 15-gallon valley oak, one 15-gallon blue oak, and one 15-gallon black walnut tree – to be planted in the rear of the property were approved by the City Arborist. The remainder of the existing trees and landscaping are proposed to remain. All recommended tree protection measures identified in the arborist report would be implemented and ensured as part of condition 1h.

Correspondence

The applicant states in their project description letter that they conducted outreach to adjacent neighbors in the area to gain feedback on the proposal. The applicant states the story poles were erected as requested by the owner of 168 Oak Court to demonstrate the scale of the proposed ADU. Staff has had several discussions with the owner of 168 Oak Court, and visited the 168 Oak Court property upon request of the neighbor to view the story poles. The owner of 168 Oak Court submitted a letter to the applicant, with a carbon copy sent to the Planning Division (Attachment E) expressing their concerns with the proposed ADU, including potential privacy impacts, height of the ADU, and increased traffic causing additional air pollution. Additionally, the owner of 168 Oak Court submitted a letter from a real estate analyst (Attachment F) which suggests the property value of 168 Oak Court may decrease as a result of the ADU's construction.

As noted earlier in this report, there are would be no windows facing the 168 Oak Court property, alleviating the privacy concern outlined in the letter. The proposed ADU would be approximately 13.5 feet in height where 16 feet is the maximum. Staff believes that the height of the proposed ADU would not be overly intrusive, given that it would be well below the maximum height.

Staff received one additional piece of email correspondence (Attachment G) from the owners of 1141 Woodland Avenue, located adjacent to the subject property to the west. The comments express concerns regarding the amount of parking on site, use and maintenance of the shared driveway, and Fire Department access.

Conclusion

Staff believes that the scale, materials, and style of the proposed ADU would be consistent with the existing residence, as well as the broader neighborhood, given the similar architectural styles of structures in the area. The lot is not a typical panhandle lot and the orientation of the lot itself dictates that the proposed ADU would be within the front setback. However, the ADU would not be visible from the street and would be located adjacent to neighboring properties' rear and side property lines, similar to ADUs on other, more typical lots. The absence of north-facing windows alleviates potential privacy impacts for the neighbor at 168 Oak Court. Staff recommends that the Planning Commission approve the proposed project.

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.

Environmental Review

The project is categorically exempt under Class 3 (Section 15303, "New Construction or Conversion of Small Structures") of the current California Environmental Quality Act (CEQA) Guidelines.

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.

Appeal Period

The Planning Commission action will be effective after 15 days unless the action is appealed to the City Council, in which case the outcome of the application shall be determined by the City Council.

Attachments

- A. Draft Planning Commission Resolution of Approval Adopting Findings for project Use Permit, including project Conditions of Approval
 - Exhibits to Attachment A
 - A. Project Plans
 - B. Project Description Letter
 - C. Conditions of Approval
- B. Location Map
- C. Data Table
- D. Arborist Report
- E. Letter from Kelly Fergusson
- F. Letter from Jackie Copple
- G. Email from John and Laura Hanley

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

Exhibits to Be Provided at Meeting

None

Report prepared by:
Chris Turner, Associate Planner

Report reviewed by:
Corinna Sandmeier, Principal Planner

PLANNING COMMISSION RESOLUTION NO. 2023-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK APPROVING A USE PERMIT FOR THE CONSTRUCTION OF A NEW ACCESSORY DWELLING UNIT (ADU) WITH A FRONT SETBACK OF FOUR FEET, WHERE 20 FEET IS REQUIRED IN THE R-1-U (SINGLE FAMILY URBAN RESIDENTIAL) ZONING DISTRICT.

WHEREAS, the City of Menlo Park (“City”) received an application requesting to construct a new detached accessory dwelling unit (ADU) with a front setback of four feet, where 20 feet is required, in the Single Family Urban Residential (R-1-U) zoning district (collectively, the “Project”) from Kelvin Chua (“Applicant”), on behalf of the property owner Lusann Yang (“Owner”), located at 1143 Woodland Avenue (APN 063-425-590) (“Property”). The Project use permit is depicted in and subject to the development plans and project description letter, which are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference; and

WHEREAS, the Property is located in the Single Family Urban Residential (R-1-U) district. The R-1-U district supports accessory dwelling unit uses; and

WHEREAS, the proposed Project was reviewed by the Engineering Division and found to be in compliance with City standards; and

WHEREAS, the Applicant submitted an arborist report prepared by Aesculus Arboricultural Consulting, which was reviewed by the City Arborist and found to be in compliance with the Heritage Tree Ordinance and proposes mitigation measures to adequately protect heritage trees in the vicinity of the project; and

WHEREAS, the Project, requires discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act (“CEQA,” Public 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

WHEREAS, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the Project; and

WHEREAS, the Project is categorically except from environmental review pursuant to Cal. Code of Regulations, Title 14, §15303 et seq. (New Construction or Conversion of Small Structures); and

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

WHEREAS, at a duly and properly noticed public hearing held on April 24, 2023, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to taking action regarding the Project.

NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals. The Planning Commission has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the Planning Commission finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

Section 2. Conditional Use Permit Findings. The Planning Commission of the City of Menlo Park does hereby make the following Findings:

The approval of the use permit for the construction of new detached accessory dwelling unit with a modified front setback is granted based on the following findings which are made pursuant to Menlo Park Municipal Code Section 16.82.030:

1. That the establishment, maintenance, or operation of the use applied for will, under the circumstance of the particular case, not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing in the neighborhood of such proposed use, or injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city because:
 - a. Consideration and due regard were given to the nature and condition of all adjacent uses and structures, and to general plans for the area in question and surrounding areas, and impact of the application hereon; in that, the proposed use permit is consistent with the R-1-U zoning district and the General Plan because accessory dwelling units are allowed to be constructed with modified setbacks subject to granting of a use permit and provided that the proposed residence conforms to other applicable zoning standards, including, but not limited to, maximum floor area limit, and maximum building coverage.
 - b. The proposed project would include the required number of off-street parking spaces because the proposed accessory dwelling unit is located within one half mile in walking distance of public transit, and therefore, is not required to provide a parking space pursuant to Menlo Park Municipal Code Section 16.79.080 (d)(1).

- c. The proposed Project is designed to meet all other applicable codes and ordinances of the City of Menlo Park Municipal Code and the Commission concludes that the Project would not be detrimental to the health, safety, and welfare of the surrounding community as the new residence would be located in a single-family neighborhood and designed at one story in height, with no northern-facing windows, minimally affecting privacy and not affecting public safety in its proximity to property lines.

Section 3. Conditional Use Permit. The Planning Commission approves Use Permit No. PLN2022-00047, which use permit is depicted in and subject to the development plans and project description letter, which are attached hereto and incorporated herein by this reference as Exhibit A and Exhibit B, respectively. The Use Permit is conditioned in conformance with the conditions attached hereto and incorporated herein by this reference as Exhibit C.

Section 4. Environmental Review. The Planning Commission makes the following findings, based on its independent judgment after considering the Project, and having reviewed and taken into consideration all written and oral information submitted in this matter:

- A. The Project is categorically except from environmental review pursuant to Cal. Code of Regulations, Title 14, §15303 et seq. (New Construction or Conversion of Small Structures)

Section 5. 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, Corinna Sandmeier, Principal Planner and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on April 24, 2023, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 24th day of April, 2023

Corinna Sandmeier
Principal Planner and Planning Commission Liaison
City of Menlo Park

Exhibits

- A. Project Plans
- B. Project Description Letter
- C. Conditions of Approval

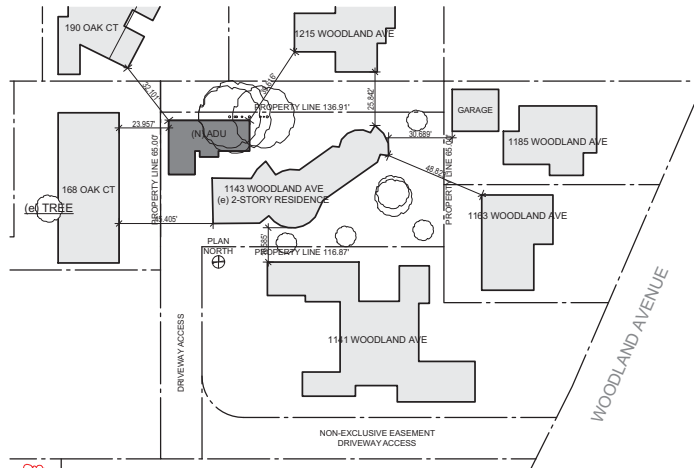
SITE PLAN LEGEND

- Property line
- - - Contour line
- - - Setback line
- E- Underground electric line
- T- Underground telephone/cable
- W- Underground water supply line
- SS- Sanitary sewer line - 4" ABS
- P- Protective tree fencing
- - - Erosion control fencing
- ~ Straw rolls

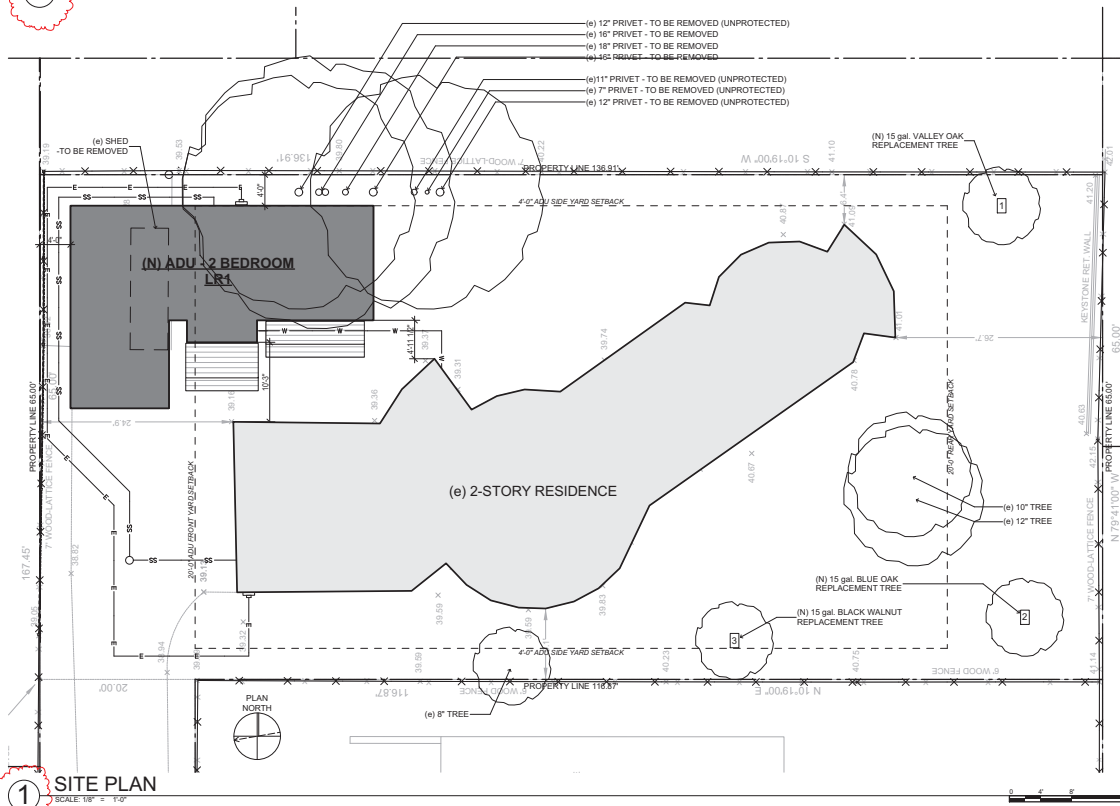
LOCATION MAP



SCOPE OF WORK -
- NEW DETACHED ADU



2 AREA PLAN
SCALE: 1" = 30'



1 SITE PLAN
SCALE: 1/8" = 1'-0"

PROJECT INFORMATION

Property: 1143 Woodland Avenue
Menlo Park, CA 94025
APN: 063-42-5590
Owner: Luseen Yang
Lot size: 10,947 s.f.
Lot zoning: R-1-L
Type of Construction: Type V-B
Occupancy: R-3
Structural Engineer: Peter Batty, TOPOS Architects
Energy Efficiency Analyst: Kevin Chua, CASITA, Inc.

Zoning Analysis

Category	New ADU	2-uncovered	2-covered
Parking:	Existing residence	4	4
Fire Sprinklers:	New ADU	NO	NO
Floor areas:	New ADU	744 sf	800 sf
	Existing Residence	2,836 sf	3,287 sf
	Total	3,580 sf	4,587 sf
Lot coverage:	New ADU	744 sf	800 sf
	Existing Residence	1,945 sf	3,831 sf
	Total	2,689 sf	4,631 sf
Building Setbacks:	Proposed	Allowed	
	Front	4.0 ft	20.0 ft
	Rear	50.9 ft	4.0 ft
	Side-left	4.0 ft	4.0 ft
	Side-right	34.9 ft	4.0 ft
	Main Res. separation	5.0 ft	3.0 ft
Building Height:	Proposed	Allowed	
	New ADU	13.5 ft	16.0 ft

APPLICABLE CODES

- 2019 California Building Code
- 2019 California Residential Code
- 2019 California Green Building Code
- 2019 California Mechanical Code
- 2019 California Plumbing Code
- 2019 California Electric Code
- 2019 California Fire Code
- 2019 California Energy Code

All as amended by local jurisdiction.

GENERAL NOTES

1. All structural and framing dimensions are to the exterior face of studs or concrete, unless noted otherwise. All finish dimensions are to the face of the finished surface. All dimensions take precedence over scale.
2. The Contractor shall verify all dimensions and recommendations shown on the drawings, and between these drawings and documents prepared by other consultants; proper fit and attachment of all parts is required. Any discrepancies shall be brought to the attention of the Architect before beginning related work. In the event of the Contractor's failure to do so, the Contractor shall be fully and solely responsible for the correction or adjustment of any such related work or errors.
3. The construction documents are provided to illustrate the design intent and general type of construction required. All conditions not specifically detailed on the drawings shall be constructed in a manner consistent with the design intent and other details and specifications in the drawings.

SHEET INDEX

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FLOOR PLAN - 2BR	A1.1
ELEVATIONS - 2BR	A2.1
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SCHEDULES	A6.1
ELECTRICAL PLAN - 2BR	E1.1
MECHANICAL PLAN - 2BR	M1.1
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FOUNDATION PLAN - 2BR	S1.1
FRAMING PLAN - 2BR	S2.1
STRUCTURAL DETAILS	S3.1
LAND SURVEY	L1.1



400 Gilman St.
Palo Alto, CA 94301
650.302.3020

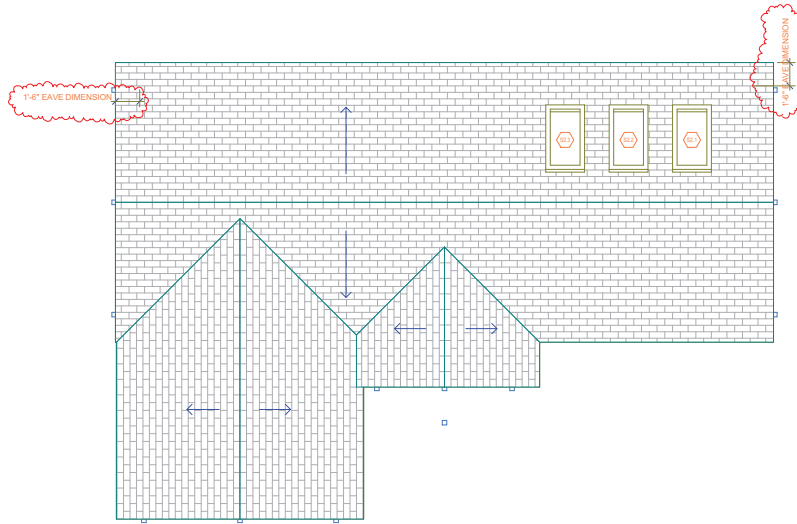
YANG RESIDENCE ADU
1143 WOODLAND AVENUE MENLO PARK CA 94025

DATE:
202003
REVISIONS:

SITE PLAN
PROJECT
INFORMATION -
2BR

SHEET:

A0.1



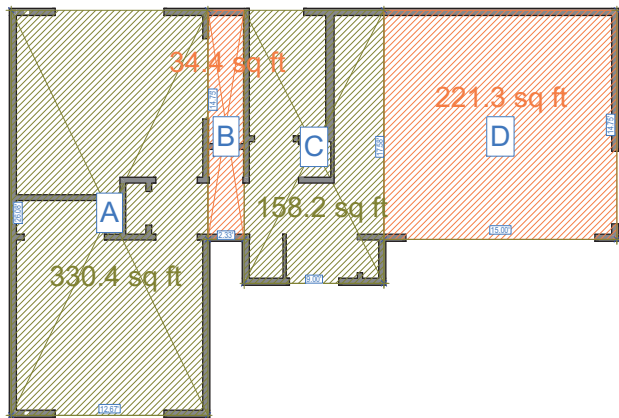
② ROOF PLAN - 2BR
SCALE: 1/4" = 1'-0"

FLOOR AREA LIMIT CALCULATION

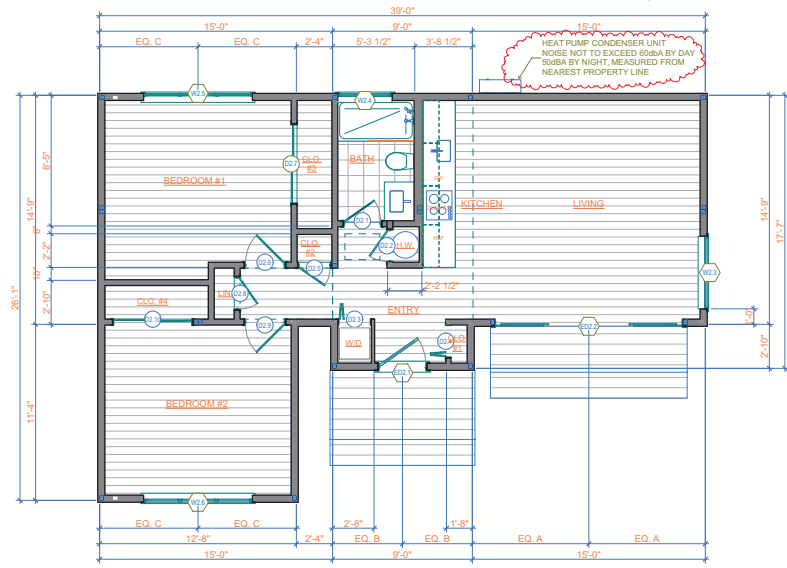
A	12.67' x 26.08' =	330.4	sf
B	2.33' x 14.75' =	34.4	sf
C	9.00' x 17.58' =	158.2	sf
D	15.00' x 14.75' =	221.3	sf
TOTAL		744.3	sf

BUILDING COVERAGE CALCULATION

A	12.67' x 26.08' =	330.4	sf
B	2.33' x 14.75' =	34.4	sf
C	9.00' x 17.58' =	158.2	sf
D	15.00' x 14.75' =	221.3	sf
TOTAL		744.3	sf



③ AREA CALCULATIONS
SCALE: 1/4" = 1'-0"

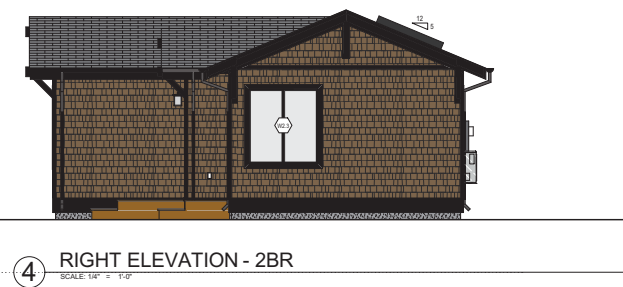
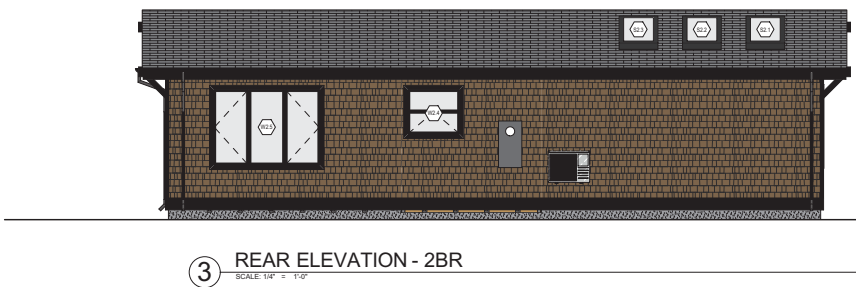
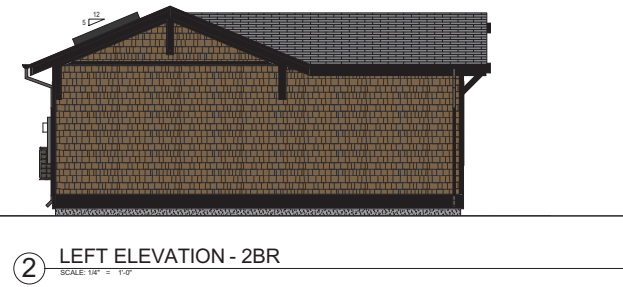


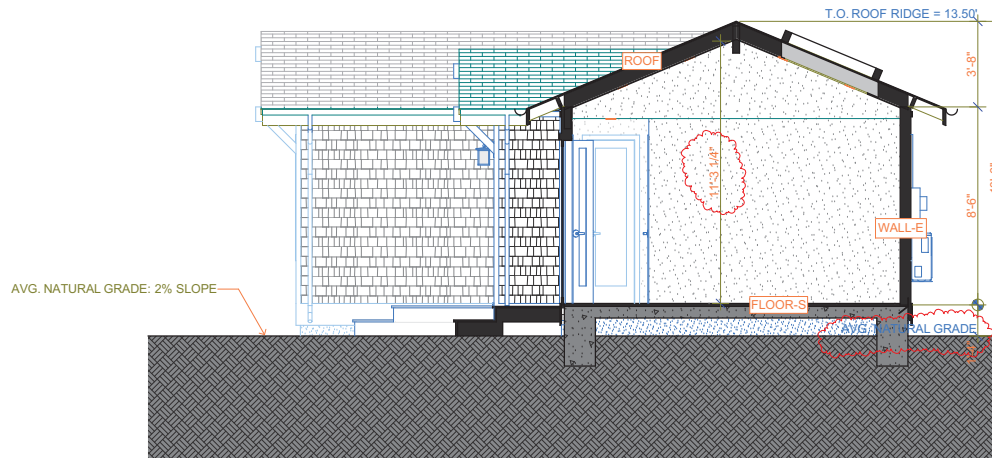
④ FLOOR PLAN - 2BR
SCALE: 1/4" = 1'-0"

PLAN LEGEND / NOTES

- New 2x4 wall
- New 2x6 wall

1. Verify all wall locations and heights. Notify architect of discrepancies for resolution before continuing work.
2. All dimensions are to face of studs or concrete walls, unless noted otherwise.
3. Provide 5/8" type 'X' gypsum wallboard below all stairways, and at all floors/walls/roofs separating the garage from the residence.
4. Provide floor or landing on each side of exterior doors. Such floor and landing shall be at the same elevation on each side of the floor.
5. Landing and doorway shall not be more than 7.75' below the top of the threshold, provided the door does not swing over the landing.

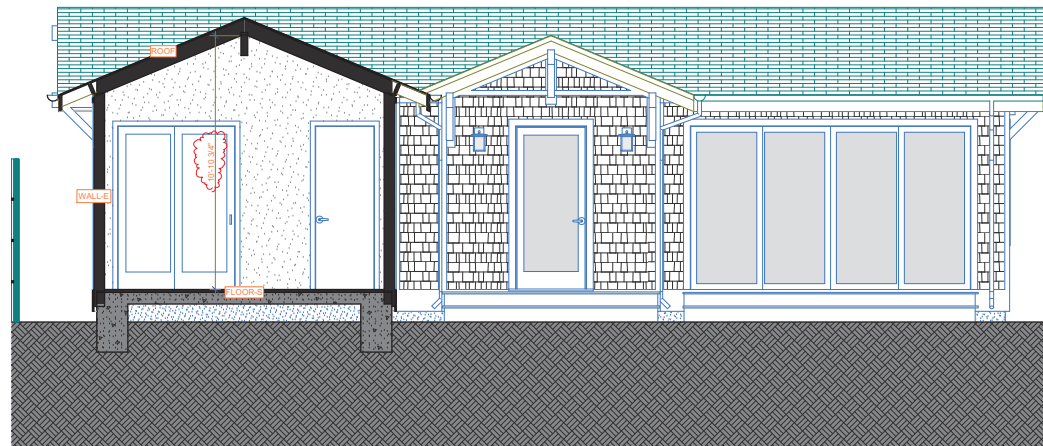




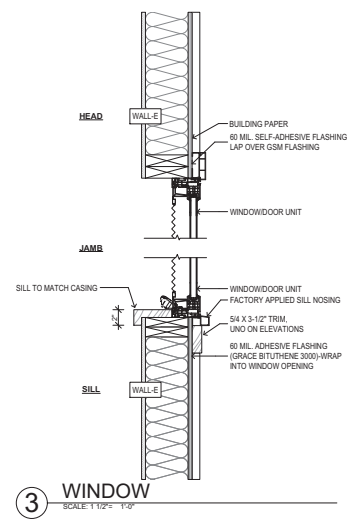
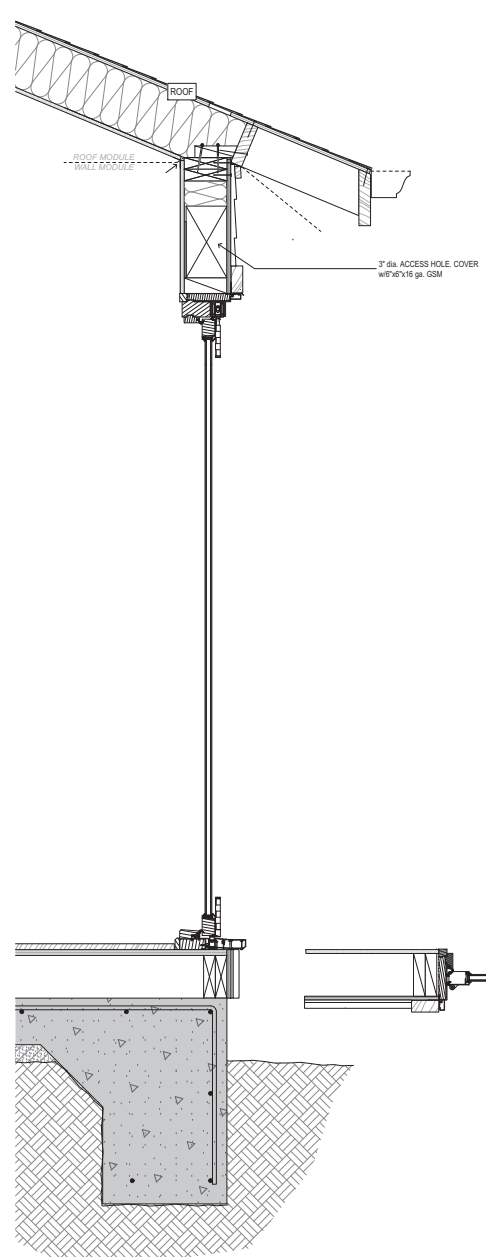
1 SECTION - 2BR - KITCHEN
SCALE: 3/8" = 1'-0"

CONSTRUCTION ASSEMBLIES

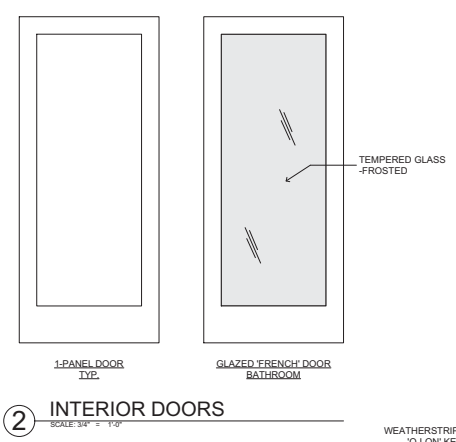
- ROOF** Asphalt composition shingles
 GAF Timberline HD Reflector series
 See Ext. Finish Schedule (Reflectivity>0.15/Emissivity<0.75)
 ICC ESR-3287-Class A rated
 15# building paper per ASTM D229
 1/2" CDX plywood sheathing (1/2" OSB acceptable)
 Roof framing per framing plans
 5" spray applied closed cell foam insulation (R-35)
[loynens PROCEAL I.E. www.loynens.com](http://www.loynens.com) or equal
 ICC ESR-3500 report
- WALL-E Shingle siding**
 James Hardie fiber cement shingle siding
 15'-14" x 48" boards with 7" exposure
 3-1/2"x3/4" smooth finish vertical corner trim
 Pre-finished, color per Exterior Finish Schedule
 ICC ESR-1844 report
 Hardie Wrap Weather Barrier
 6" lapped and taped vertical seams
 ICC ESR-2290 report
 Grace BbluTene 3000 self-adhesive membrane at all:
 1. Inside and outside corners-24" min. width
 2. Window and exterior door jambs-12" min. width
 3. Penetrations-12"x12" min.
 1/2" CDX plywood sheathing (1/2" OSB acceptable)
 2x4 studs at 16" o.c.
 3.5" spray applied closed cell foam insulation (R-25)
[loynens PROCEAL I.E. www.loynens.com](http://www.loynens.com) or equal
 ICC ESR-3500 report
 1/2" gypsum wallboard
 PVA primer (+1 perm vapor transmission)
 Kelly Moore 95-500 Vapor Shield Primer or equal
- WALL-I Walls-interior**
 1/2" gypsum wallboard
 2x4 studs at 16" o.c.
 3-1/2" fiberglass batt insulation (R-13)
 1/2" gypsum wallboard
- FLOOR-S Floors-on slab**
 5/8" finish flooring (engineered wood)
 3/4" P.T. 18g plywood sub-floor glued & nailed to concrete
 Concrete slab per plans-room finish
 Vapor barrier-Stego Wrap 15 mil, or equal
 Compacted base rock per foundation plans
- FLOOR-T Floors-tile**
 Stone or ceramic tile finish
 Thinset mortar bed
 Waterproof membrane
 Schuster Ditra system
www.schuster.com
 CUPC listed per ANSI A118.10-99
 3/4" 18g plywood sub-floor glued & nailed to framing
 2x8 P.T. doug. fir framing
 5" spray applied closed cell foam insulation (R-35)
[loynens PROCEAL I.E. www.loynens.com](http://www.loynens.com) or equal
 ICC ESR-3500 report
- DECK Wood deck**
 1x6 composite wood decking
 Fiberon Concordia-Symmetry Collection
 Fiberon Phantom GT hidden fastener system
 Color per Exterior Finish Schedule
 PER-15097 report
 P.T. framing per framing plan



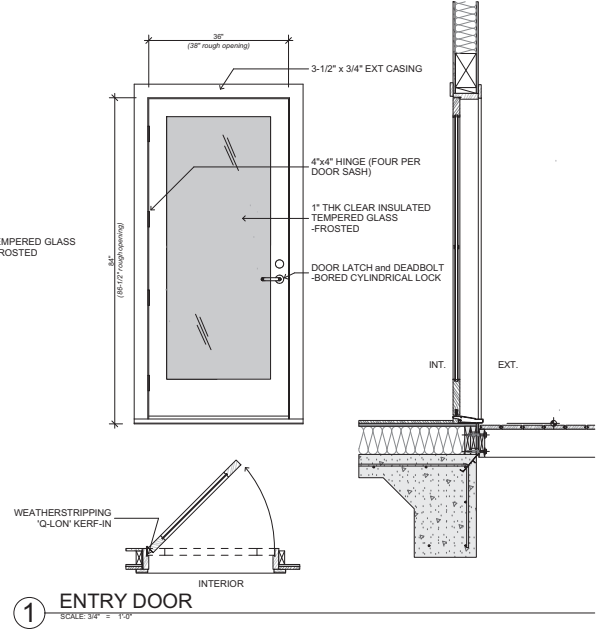
2 SECTION - 2BR - BEDROOM
SCALE: 3/8" = 1'-0"



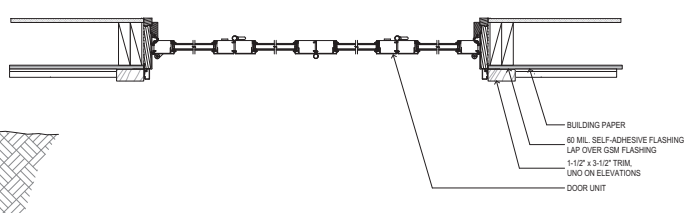
③ WINDOW
SCALE: 1/12" = 1'-0"



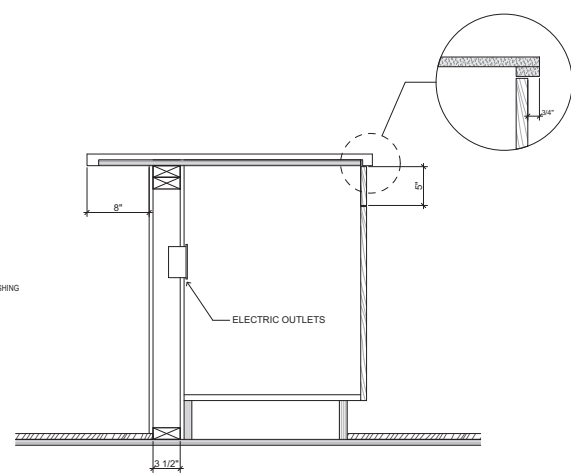
② INTERIOR DOORS
SCALE: 3/4" = 1'-0"



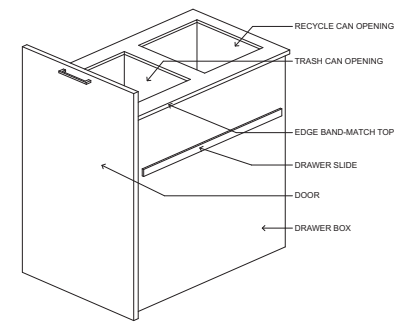
① ENTRY DOOR
SCALE: 3/4" = 1'-0"



⑥ LIVING ROOM DOORS
SCALE: 1/12" = 1'-0"



⑤ KITCHEN ISLAND SECTION
SCALE: 1/12" = 1'-0"



④ TRASH/RECYCLE DRAWER
SCALE: 1/12" = 1'-0"

casita

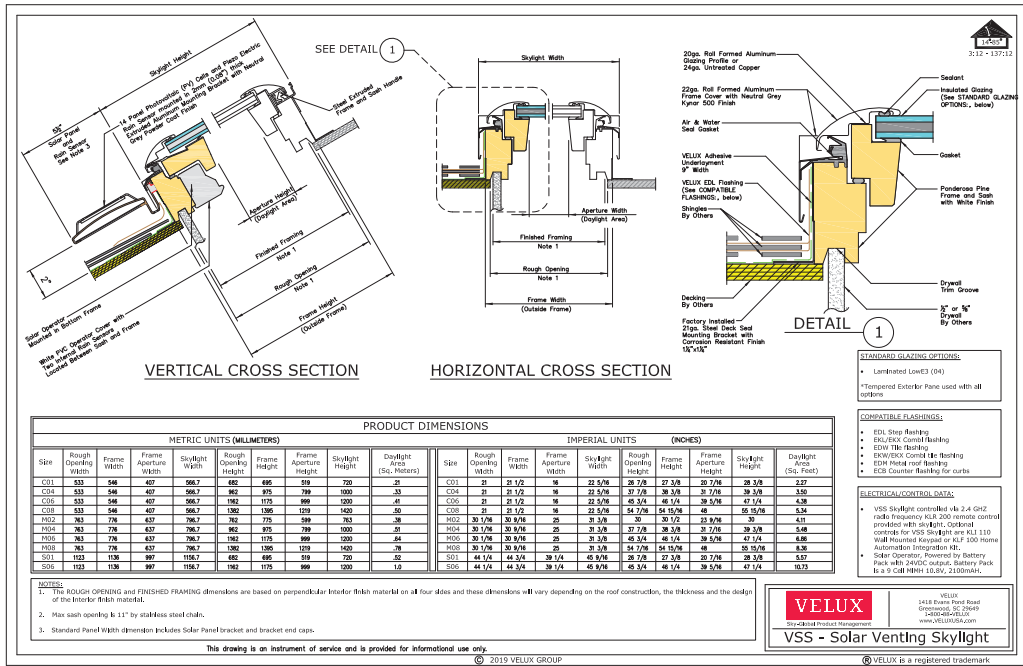
450 Gilman St.
Palo Alto, CA 94301
(650) 353-3028

YANG RESIDENCE ADU
1143 WOODLAND AVENUE MENLO PARK CA 94025

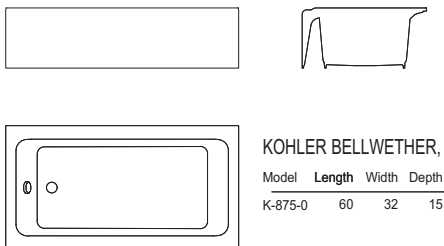
DATE: 2/20/23
REVISIONS:

ARCHITECTURAL
DETAILS:

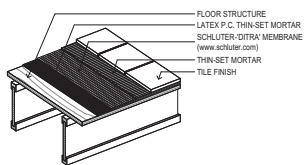
SHEET:
A5.1



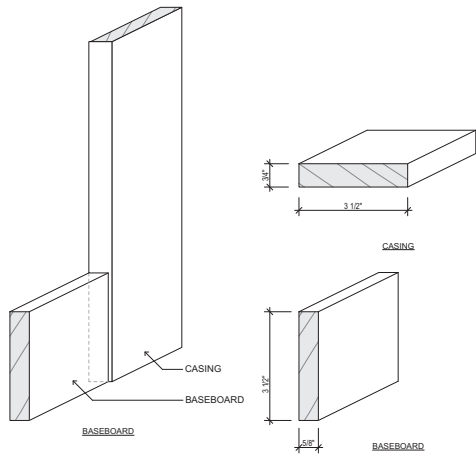
① SKYLIGHT at ROOF
SCALE: 1/2" = 1'-0"



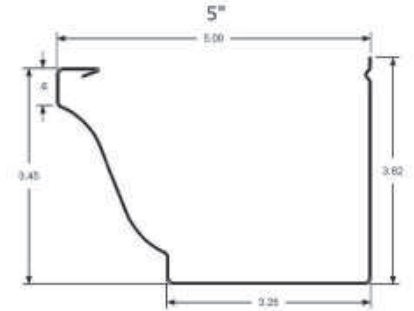
③ BATHTUB
SCALE: 3/4" = 1'-0"



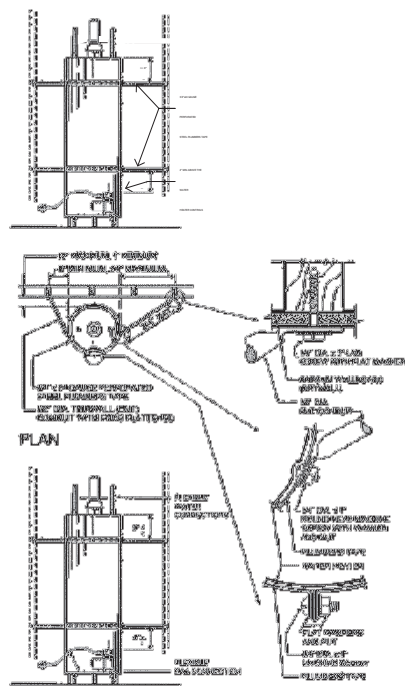
④ TILE UNCOUPLING MEMBRANE
SCALE: 1/2" = 1'-0"



⑤ INTERIOR TRIM
SCALE: 6" = 1'-0"



② ROOF GUTTER-Bungalow
SCALE: 1" = 1'-0"



⑥ WATER HEATER
SCALE: 1/2" = 1'-0"

CABINET SCHEDULE

ID	Location	Type	Size			Configuration	Door	Finish	Shelves	Notes
			Width	Depth	Height					
OPTION A (No Island)										
KB-1	Kitchen	Washer/Dryer	27.00"	25.50"	34.50"	Open	n/a	Wood		Provide finished sides. Verify cutout specifications.
KB-2	Kitchen	Sink Base	24.00"	25.50"	34.50"	1 door	Flush	Wood		
KB-3	Kitchen	Dishwasher	18.00"	25.50"	34.50"	1 drawer front to 1 door panel	Flush	Wood		Verify cutout specifications.
KB-4	Kitchen	Range/microwave	24.00"	25.50"	34.50"	Microwave above/ 2 drawers below	Flush	Wood		Provide space for cooktop at top. Verify cutout specifications.
KB-5	Kitchen	Refrigerator	24.00"	25.50"	34.50"	1 door	Flush	Wood		Verify cutout specifications.
KB-6	Kitchen	Base	12.00"	25.50"	34.50"	1 drawer above/ 3 drawers below	Flush	Wood		Finished right end panel
KU-1	Kitchen	Upper	33.00"	15.00"	12.00"	Open shelf above Tilt-up door below	Open Flush	Paint Wood 1 adj.		Finished bottom panel.
KU-2	Kitchen	Upper	33.00"	15.00"	12.00"	Open shelf above Tilt-up door below	Open Flush	Paint Wood 1 adj.		Finished bottom panel.
KU-3	Kitchen	Range Hood	30.00"	15.00"	12.00"	Open shelf above Fixed panel/hood	Open Flush	Paint Wood		Fit vent hood into bottom of cabinet per plans. Verify cutout specifications.
KU-4	Kitchen	Upper	33.00"	15.00"	12.00"	Open shelf above Tilt-up door below	Open Flush	Paint Wood 1 adj.		Finished bottom and right end panels.
BATH										
B-1	Bath	Vanity	30.00"	23.00"	22.50"	1 tilt-out drawer/ 1 drawer below	Flush	Wood		Notch drawer box around sink/tray

Materials/Style
Wood Clear, horizontal grain, rift sawn white oak, stain and varnish.
Paint Clear hardwood lumber and veneer/paint finish at all visible surfaces and cabinet interiors.
Flush 3/4" flat panel wood veneer door/drawer front with finished edges.

Construction
1. Full overlay doors and drawer fronts.
2. Dimensions tabulated above are approximate and must be confirmed.
3. Match grain across doors and drawer fronts. All wood panel grain is vertical.
4. 5" detached toe kicks from soffits.
5. Provide scribe rails to fit face frame edge to adjacent finishes. 1/4" max. reveal from doors/drawer to walls.
6. All interior shelves are 3/4" veneer lumber with finished edge on chrome 'spoon pins'.
7. Solid hardwood face frame construction. Euro-style frameless construction acceptable.
8. Maple, birch or equal (pre-finished with clear varnish) hardwood plywood carcass construction.
9. Clear solid hardwood doors, drawer fronts, and exposed trim. Door panels, exposed end panels may be of veneer construction.
10. All veneer panel edges are trimmed with matching wood edge banding.
11. Provide finished wood end panels where specified and at exposed interiors.
12. 1/2" solid hardwood or 9-ply plywood drawer box sides w/ 1/4" skin bottom.
13. Provide solid 3/4" plywood top across all cabinets to support countertops.

Hardware
14. Soft close adjustable 110-hinges. Other operations may be required.
15. 100lb capacity soft close drawer slides. Other operations may be required.
16. Verify all pull and knob selections/locations with owner prior to installation.

Finish
17. Paint: Sherwin Williams Water Based Catalyst Egg-700 Series. Egg-shell sheen.
18. Varnish: Sherwin Williams Water White Conversion Varnish. Medium rubbed effect sheen.
19. Finish all parts of all cabinets. Remove hardware prior to finishing.
20. Pre-pene and prime all surfaces per manufacturer's written instructions.

INTERIOR FINISH SCHEDULE

Location	Floors	Walls		Ceiling		Door/ Window		Casing		Base		Notes
		Material	Finish	Material	Finish	Material	Finish	Material	Finish	Material	Finish	
Living Room	Wood	GWB	Color A	GWB	Color A	By manuf.	1x4	Color B	1x6	Color B		
Kitchen	Wood	GWB	Color A	GWB	Color A	By manuf.	1x4	Color B	1x6	Color B		
Entry	Wood	GWB	Color A	GWB	Color A	By manuf.	1x4	Color B	1x6	Color B		
Bathroom	Tile	GWB	Color A	GWB	Color A	By manuf.	1x4	Color B	1x6	Color B		
Brm. #1	Wood	GWB	Color A	GWB	Color A	By manuf.	1x4	Color B	1x6	Color B		
Brm. #2	Wood	GWB	Color A	GWB	Color A	By manuf.	1x4	Color B	1x6	Color B		

LEGEND
Carpet Carpet on pad on plywood subfloor
GWB 5/8" gypsum wall board smooth level 4 finish with latex paint (Benjamin Moore Aura, or equal)
Wood-F1 Wood flooring-Monarch Ligno Series. 7" widths (Gerda, Belviso, Moro)
Wood-clg Wood ceiling - 1x6 lsg

1x3 Paint grade 3/4"x2-1/2" MDF trim with painted finish (Benjamin Moore Aura, or equal)
1x4 Paint grade 3/4"x3-1/2" MDF trim with painted finish (Benjamin Moore Aura, or equal)
1x6 Paint grade 3/4"x5-1/2" MDF trim with painted finish (Benjamin Moore Aura, or equal)
1x8 Paint grade 3/4"x7-1/2" MDF trim with painted finish (Benjamin Moore Aura, or equal)
Tile Ceramic or stone tile thinstone on 1/2" cement board (flush to adjacent finishes). Schluter Ditra underlayment on floors.

COLORS
A Benjamin Moore Regal 'White Whisper' OC-54 Flat sheen
B Benjamin Moore Aura 'Simply White' OC-17 Pearl sheen

NOTES
1. Finish all surfaces, cabinets and areas per the intent of the drawings. Not every area or finish is specified.
2. Adhesives, sealants, and caulks shall be compliant with VOC and other toxic compound limits.
3. Paints, stains and other coatings shall be compliant with VOC limits.
4. Aerosol paints and coatings shall be compliant with product weighted MIR limits for ROC and other toxic compounds.
5. Carpet and carpet systems shall be compliant with VOC limits.
6. Minimum 50% of floor area receiving resident flooring shall comply with CALGreen 4.504.4.
7. Particleboard, medium density fiberboard (MDF) and hardwood plywood shall comply with low formaldehyde emission standards. CALGreen 4.504.4.
8. Check moisture content of building materials used in wall and floor framing before enclosure.

TILE AND STONE FINISH SCHEDULE

Location	Surface	Area	Material/Manufacturer	Size	Notes/Edge trim	Grout	Notes
Kitchen	Countertops	50 sf	Option CT1 Caesarsstone/ Blizzard 2141	3/4" slab	1-1/2" flat		Waterfall drop edge on one side of island
Kitchen	Backsplash	17 sf	Option BS1 White		AGCB	1/16"	
Bathroom	Vanity countertop	5 sf	Option CT1 Caesarsstone/ Blizzard 2141	3/4" slab	1-1/2" flat		
Bathroom	Floor	25 sf	Option FT4 Dark Gray		AGCB	1/8"	
Bathroom	Shower walls	77 sf	Option WT1 White		AGCB	1/16"	
Bathroom	Shower floor	13 sf	Option SF1		AGCB	1/16"	

NOTES
1. Provide all necessary trim tiles, etc.
2. Use Schluter Jolly aluminum trim at all exposed out edges of porcelain tile.
3. Seal all stone tiles/slabs.
4. All slab nosings are 1-1/2" eased edges.

A11

PLUMBING FIXTURE SCHEDULE

Am't	Location	Item	Manufacturer/Model	Finish	W. size	Flow	Notes
1	Kitchen	Sink A	Kraus KSU101-23	SS			23" undermount sink
1	Kitchen	Faucet	Hansgrohe/ M4506801 Focus Prap Kitchen	Chrome	3/8"	1.75 gpm	
1	Bath	Sink	Kohler K-2882-0 Vertical Rectangle	White			16"x20" undermount sink
1	Bath	Faucet	Grohe 3/2700A Conetto	Chrome	1/2"	1.20 gpm	
1	Bath	Shower thermostat trim	Grohe 19.987 GroFlex Essence	Chrome			
1	Bath	Rough-in valve	Grohe 35.026 universal rough-in valve		1/2"		
1	Bath	Shower head-hand	Grohe 27.266 Euphoria 110 Mono	Chrome		1.50 gpm	
1	Bath	Shower wall union	Grohe 28.672 wall union	Chrome			
1	Bath	Shower head-fixed	Grohe 2857000	Chrome	1/2"	1.75 gpm	
1	Bath	Shower arm	Grohe 28.540 Rainshower 16" arm	Chrome			
1	Bath	Toilet	Toto CW7428CFMG	White		1.13 gpm	
1	Bath	In-wall tank	Toto WT121M		1/2"		
1	Bath	Flush plate	Toto YT1930	Silver			
1	Bath	Toilet seat	Toto SS114	White			
1	Bath	Shower pan	Kaldemey Capovanon 2312-G	White			32"W x 60"W x 1.8"D

APPLIANCE AND EQUIPMENT SCHEDULE

Location	Item	Manufacturer/Model	Finish	Q=Eq't	Power Vol	Draw Amp	Supply kW	Dimension (inches)			Notes
OPTION A											
Kitchen	Refrigerator	KitchenAid/ KURR104EPA		1	115 v.	15a.		23.75"	35.13"	24.38"	
Kitchen	Refrigerator	Summit FSS48E		1	115 v.	15a.		23.63"	34.00"	23.50"	
Kitchen	Cooktop	Summit/ CREK4B	Black	1	230 v.	25a.		24.00"	3.00"	20.50"	
Kitchen	Range hood	Zephyr/ ZRL-E-0A/CQ250 Core Plus	SS	1	120 v.	15a.		30.00"	1.69"	11.13"	
Kitchen	Dishwasher	Bosch/ SPV6UJ3UCJ00 800 Series		1	120 v.	15a.		17.63"	32.63"	21.63"	
Kitchen	Sink disposal	InSinkErator/ Evolution Excel	SS	1	120 v.	15a.		9.00"	13.50"		1 HP disposal
Kitchen	Microwave	Bosch/ HMB04511UC	SS	1	120 v.	15a.		23.88"	16.31"	23.38"	
Kitchen	Washer/Dryer	Summit SPWQ2202W	White	1	120 v.	11a.		23.38"	33.25"	23.50"	
EQUIPMENT											
Mech. Clo.	Water Heater	Rheem/ VE50714HD50L1		1	240 v.	30a.		22.25"	61.00"	22.25"	
Entry	Air handler	Samsung/ AC912KN DCH		1	208 v.	15a.		27.63"	7.81"	23.63"	
Exterior	Condenser	AC912XACHJAA		1	208 v.	15a.		31.00"	21.57"	13.50"	
Exterior	Sewage pump	Liberty Pump/ P382XP8G101 ARCKIT18 riser and fittings		1	115 v.	12a.		25.00"	25.00"	42.00"	

NOTES
1. Install all appliances per manufacturer's printed instructions.
2. Protect all appliances from damage during construction.
3. Verify all fuel and power requirements with latest manufacturer's specifications.

FINISH HARDWARE SCHEDULE

Location	Item	Quan.	Manufacturer/model	Finish	Note
Kitchen	Cabinet pulls	1	Antonioli/ BP19S41SS	Stainless Steel	
Kitchen	Refer door pull	1	Fisher & Paykel/ 25730	Stainless Steel	Professional round handle kit
Bathroom	Towel bar	1	Dezi/ DS-102	Chrome	
Bathroom	Paper holder	1	Dezi/ DS-201	Chrome	
Bathroom	Robe hook	1	Dezi/ DS-112	Chrome	
Bathroom	Towel ring	1	Dezi/ DS-105	Chrome	
Bathroom	Cabinet pulls	2	Antonioli/ BP19S41SS	Stainless Steel	
Bathroom	Shower door	1	Vigo/ VGG041CHCL4874	Chrome	Add towel bar/handle
Bathroom	Mirror	1	Custom		
	Door latch-passagage	1	Kwikset/ ML154 RD1	Satin Chrome	
	Door latch-privacy	1	Kwikset/ ML155 RD1	Satin Chrome	
	Door pull	1	Kwikset/ ML157 RD1	Satin Chrome	
	House numbers	1bd	By owner	1bd	
	Door stops	3	Dallana/ BDS450L26	Brushed Chrome	

NOTES
1. Install all hardware per manufacturer's printed instructions.

INTERIOR DOOR SCHEDULE

ID	Location	Size/type	Sash	Finish	Jamb	Hand	Hardware	R. O. W. Hgt.	Notes
D2.1	Bath	2'-6" x 7'-0" hinged glazed door	1-panel	Paint	4-9/16"	L	Privacy	30.00" 86.50"	Satin etched glass
D2.2	Closet #1	2'-0" x 7'-0" hinged door	1-panel	Paint	4-9/16"	R	Passage	26.00" 86.50"	
D2.3	Mechanical	2'-0" x 7'-0" hinged door	1-panel	Paint	4-9/16"	L	Passage	26.00" 86.50"	Provide weatherstripping
D2.4	Closet #2	2'-0" x 7'-0" hinged door	1-panel	Paint	4-9/16"	R	Passage	26.00" 86.50"	
D2.5	Linin Clo.	2'-0" x 7'-0" hinged door	1-panel	Paint	4-9/16"	L	Passage	26.00" 86.50"	
D2.6	Brm. #1	2'-6" x 7'-0" hinged door	1-panel	Paint	4-9/16"	R	Privacy	32.00" 86.50"	
D2.7	Closet #3	(2) 2'-6" x 7'-0" sliding bypass doors	1-panel	Paint	4-9/16"	AA	Pull	62.00" 86.50"	
D2.8	Brm. #2	2'-6" x 7'-0" hinged door	1-panel	Paint	4-9/16"	L	Privacy	32.00" 86.50"	
D2.9	Closet #4	(2) 2'-6" x 7'-0" sliding bypass doors	1-panel	Paint	4-9/16"	AA	Pull	62.00" 86.50"	

NOTES
1. All door handing as door open towards viewer.
2. All interior door sashes are solid core 1-panel paint grade doors T.M. Cobb Madison, or equivalent. 1-3/8" thick.
3. All interior door levers are Kwikset Milan Levers with round rosettes.
4. All door jambs are 3/4" paint grade solid wood or MDF. Verify depth with final framing dimensions.
4. Provide (3) 4-1/2"x4-1/2" hinges per door sash.
5. All metal finishes to match door hardware (see Finish Hardware Schedule).

SASH STYLE
1-panel T.M. Cobb Madison, or equal

WINDOW and EXTERIOR DOOR SCHEDULE

ID	Location	Size/type	Lites	Jamb	Hinge	Hardware	Rough Opening Width	Height	Head	Notes
ED2.1	Entry	3'-0" x 7'-0" glazed door w/ fixed window		6-9/16"	R	Per Manuf.	38"	86.5"		
ED2.2	Living	(4) 3'-0" x 7'-0" folding doors	None	6-9/16"	PPPA	Per Manuf.	146"	86.5"		
W2.3	Living	3'-0" x 7'-0" fixed window	None	2-1/2"	F		36.5"	86.5"	86.5"	
W2.4	Living	3'-6" x 1'-6" fixed window over 3'-6" x 1'-6" awning window	None	6-9/16"	F/A	Per Manuf.	42.5"	36.5"	86.5"	Clear temp. glass above Frosted matte temp. glass below
W2.5	Brm. #1	(3) 2'-6" x 5'-0" casement window	None	2-1/2"	LFR	Per Manuf.	90.5"	60.5"	86.5"	Egress hinge
W2.6	Brm. #2	(3) 2'-6" x 5'-0" casement window	None	2-1/2"	LFR	Per Manuf.	90.5"	60.5"	86.5"	Egress hinge
S2.1	Living	2'-6" x 4'-6" venting skylight			Manual	Per Manuf.	30"	54.5"		ED/EDM flashing kit, solar shade, tempered laminated glazing
S2.2	Living	2'-6" x 4'-6" venting skylight			Manual	Per Manuf.	30"	54.5"		ED/EDM flashing kit, solar shade, tempered laminated glazing
S2.3	Living	2'-6" x 4'-6" venting skylight			Manual	Per Manuf.	30"	54.5"		ED/EDM flashing kit, solar shade, tempered laminated glazing

NOTES:
1. All hinging as viewed from the exterior.
2. Verify all rough openings with manufacturer.
3. Egress windows shall have a minimum net clear operable area of 5.7 sf, with a net clear operable height of 24 inches and width of 20 inches.
4. All door and panels of shower and bath/bathtubs enclosures shall be fully tempered, laminated safety glass.
5. All out-swinging exterior doors to have a minimum 35-inch deep landing at both sides and a threshold not more than 1.5 inches lower than the top of the

Specification	Manufacturer	Ext. Fin.	Int. Fin.	Profile	Glazing	Hardware	Notes
Windows	Kolbe Forgest series	Midnight	Midnight	1-1/8"	Low-E 366	Ashlar/matte black	Matching 'Better Vue' screens
Sliding Door	Kolbe Forgest series	Midnight	Midnight	1-1/8"	Low-E 366	Square/matte black	Matching 'Better Vue' screens
Entry Door	TBD						
Skylight	Vetux VSS/SYS series M08	Bronze	Int. trim	n/a	LoE3-Type 4		Provide ZCT300 rod for VS

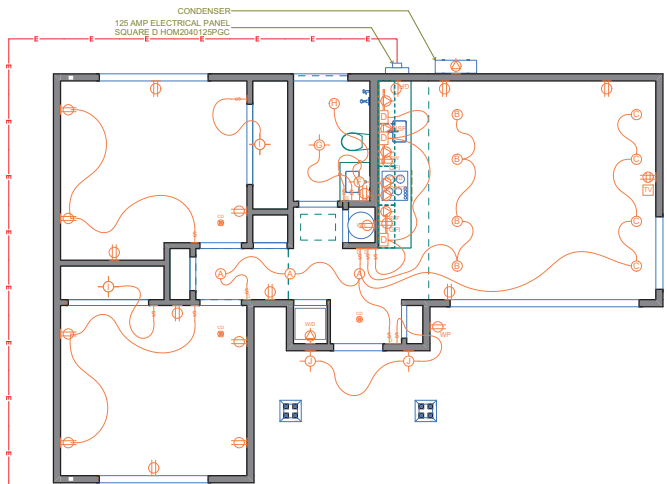
EXTERIOR FINISH SCHEDULE

Item	Surface	Material and Finish (see Construction Assemblies)	Notes
A	Roof	Asphalt shingles	
B	Roof fascia/trim	Wood	per plans Paint Match window frames
C	Roof soffits pitched	Wood	1x6 l&g Paint Match window frames
D	Gutters/leaders	16 ga. steel-galv. sheet metal	per plans Paint Match window frames
E	Exterior walls	Shingle Siding	7" exposure By manufacturer Timber Bark
F	Exterior trim	Wood	per plans Paint Match window frames
G	Exterior window/ door sashes	per manuf.	By manufacturer Black (Midnight)
H	Entry door sash	per manuf.	per plans By manufacturer Custom
J	Deck	Composite wood	per plans per manufacturer Burnt Umber

LEGEND
Wood Radiata pine w/ preservative treatment, finger-jointed, primed at all sides-Advantage Lumber, or equal.
Paint Semi-gloss oil base paint finish
Poly. Semi-gloss oil-based polyurethane-3 coats min.
Varnish Conversion varnish-Sherwin Williams Sher-wood Water White Conversion Varnish
Stain Cabots

ELECTRICAL FIXTURE SCHEDULE

ID	Amt.	Location	Type	Manufacturer/Model	Luminaire	Electrical		Control	Notes	
						Power	Load			
Z BEDROOM										
A	3	Entry hall	4" recessed Trim	Nora NHIC-427LMRAT Nora NOX-431 Onyx Round	LED	11 w.	33 w.	Dimmer		
B	4	Kitchen	4" recessed Trim	Nora NHIC-427LMRAT Nora NOX-431 Onyx Round	LED	11 w.	44 w.	Dimmer		
C	4	Living	4" recessed Trim	Nora NHIC-427LMRAT Nora NOX-431 Onyx Round	LED	11 w.	44 w.	Dimmer		
D	2	Kitchen	Undercabinet	Maxlite Z4LE27	LED	10 w.	20 w.	Dimmer		
E	2	Kitchen	Pendant	By Owner	LED	6 w.	12 w.	Dimmer		
F	1	Bath	Sconce	WAC Lighting-Soho WS-6123-CH	LED	34 w.	34 w.	Dimmer	Horizontal	
G	1	Bath	Fan	Banasonic FL110CVS	n/a	27 w.	27 w.		Humidity sensing fan	
H	1	Bath	4" recessed Trim	Nora NHIC-427LMRAT Nora NOX-431 Onyx Round	LED	11 w.	11 w.	Dimmer	UL Wet location listed	
K3	1	Closet #3	Ceiling	Lithonia Lighting FMMCL 7.840 PIR	LED	11 w.	11 w.		Motion sensor light	
K4	1	Closet #4	Ceiling	Lithonia Lighting FMMCL 7.840 PIR	LED	11 w.	11 w.		Motion sensor light	
J	3	Exterior	Sconce	Arroyo Craftsman Mission MW-6	LED	14 w.	42 w.			
						289 w.				



1 ELECTRICAL PLAN - 2BR
SCALE: 1/4" = 1'-0"



ELECTRICAL NOTES

- SERVICE ENTRANCE**
- Provide (n) underground electric service entrance wiring.
 - Provide (n) electric service ground.
 - Provide (n) disconnect for PV panels.
- DISTRIBUTION**
- Provide complete wiring distribution per plans.
 - Provide one dedicated 20 amp GFI protected circuit to each bathroom for required outlets. Do not serve any other outlet, fan, light or other from these circuits.
 - Provide two dedicated 20 amp GFI protected circuits for all kitchen countertop outlets. Do not serve any other appliances, lights, or other from these circuits.
 - Provide two dedicated 20 amp circuits to supply the washer/dryer laundry receptacle outlets. Do not serve any other appliances, lights, or other from these circuits.
 - Provide listed arc-fault circuit interrupter protection devices at all 120V branch circuits in bedrooms to protect the entire branch circuit.
 - All exterior receptacle outlets shall be waterproofed and GFI protected.
 - All 125-volt, single phase, 15 and 20 amp receptacles shall be listed tamper-resistant.
 - Provide "Decora" style receptacles and trim plates.
- LIGHTING**
- All recessed lights in insulated ceilings must be I.C. and A.T. rated.
 - All fixtures in tub/shower enclosures must be labeled "suitable for damp location."
 - All indoor lighting to be high efficacy (fluorescent or LED) or controlled by a "manual on" occupant sensor.
 - All outdoor lighting permanently mounted to a building to be high efficacy, and must be controlled by a manual ON or OFF switch and one of the following automatic control types: photocell and motion sensor, photocell and automatic time switch control, or an astronomical time clock control that automatically turns the outdoor lighting off during daylight hours.
 - Provide 12" horizontal clearance from fluorescent/LED lights to closet shelving.
 - Verify switch and outlet colors with owner/architect.
 - All switches labeled with an "D" are dimmable switches. Lutron Diva series, or equal.
 - All switches labeled with an "M" are manual-on motion sensor switches, with variable time setting. Verify selection with owner. Leviton 252ZW, or equal.
 - All switches labeled "T" are timer switches. Lutron Maestro timer, or equal.
 - All new bathroom vents to be equipped with humidity control capable of adjustment between a relative humidity range of 50-80 percent. Leviton IPHS-LW or equal.
 - All outdoor lighting to be weatherproofed.
- COMMUNICATION WIRING**
- "Home run" wire all telephone and coaxial cables to service entrance. All telephone, cable and other communication wiring by owner.
- SOLAR PANEL WIRING**
- Provide Soladex SD-0789-5G Roof Mount Combiner Box for future solar panels at roof. Run Romex 10-2 and Green 8-gauge single-conductor stranded THHN wire from Soladex into subpanel with a 20 amp breaker for solar to feed into.

ELECTRICAL/MECHANICAL LEGEND

- Recessed light fixture, see schedule
- Light fixture, see schedule
- Wall mounted light fixture, see schedule
- Duplex electrical receptacle
- Quadplex electrical receptacle
- Ground Fault Interrupter electrical receptacle
- Weatherproof GFI electrical receptacle
- Special purpose outlet, as noted
- Wall switch, "Decora" style
- Dimmer controlled wall switch, Lutron Maestro
- Occupancy sensor wall switch, Lutron Maestro
- Communication jack (Category 7 cable)
- Cable TV jack (RG-6 coax cable)
- Audio jack (2-channel speaker wire)
- Interconnected smoke/carbon monoxide combination detector
- Air registers at floor, wall, or ceiling, size as noted
- Thermostat, Nest or equivalent



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Palo Alto, CA 94301
(650) 350-3030

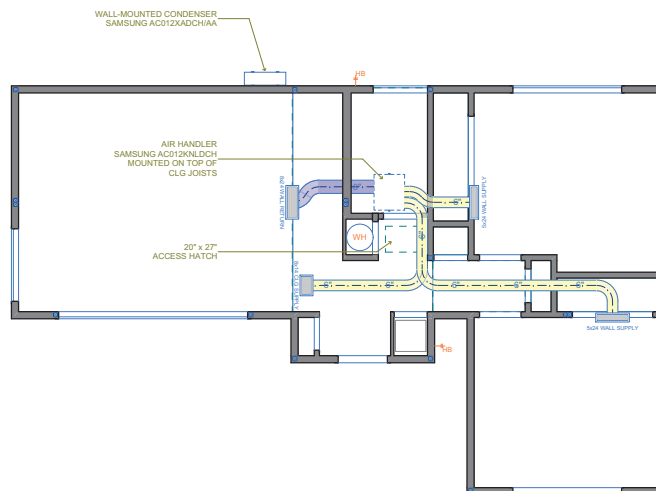
YANG RESIDENCE ADU
1143 WOODLAND AVENUE MENLO PARK CA 94025

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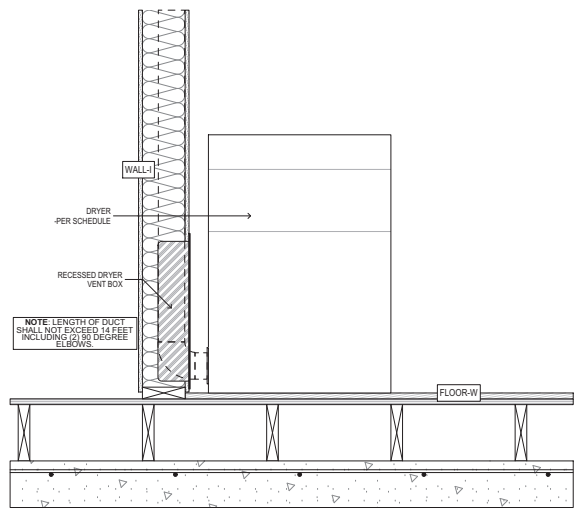
ELECTRICAL PLAN
2BR

SHEET:

E1.1



1 MECHANICAL PLAN - 2BR
SCALE: 1/4" = 1'-0"



3 CLOTHES DRYER VENT
SCALE: 1/4" = 1'-0"

MECHANICAL and PLUMBING NOTES

- MECHANICAL**
- Provide a mini split heat pump system for heating and cooling, per plans.
 - Air handler and condenser per equip. schedule
 - Wall mounted per plans
 - Seal all ductwork connections airtight per SCMNA or ACCA specifications (mastic or UL listed metal tape) to ensure maximum air loss of 6% of rated fan capacity. (CA Title 24 Part 6 Standard)
 - All duct and other related air distribution component openings shall be covered with tape, plastic, sheet metal, or other methods acceptable to the Building Official until final startup of the heating, cooling and ventilating equipment.
 - Insulate all ductwork to R-6 minimum.
 - Provide Nest Thermostat (arrow). Provide 18ga. control wiring from thermostat location to mechanical area.
 - Provide 4" dia. rigid galv. metal clothes dryer exhaust ducting to exterior. 14' max. length including two 90 deg. bends. Provide back draft damper and weatherproof hood at exterior. No screws in duct connections.
 - Vent kitchen range hood to roof. Provide weatherproof hood at exterior. Verify duct size with hood manufacturer.
 - Provide clearances for equipment per manufacturer's written specifications.
 - Termination of all environmental air ducts shall be a minimum of 3 feet from any openings into the building.
 - Termination of all environmental air ducts shall be a minimum of 3 feet from any openings into the building.
 - Environmental air ducts, such as, ventilation for human usage, kitchen range exhaust, bathroom exhaust and clothes dryer shall be equipped with back-draft damper.
 - Provide Energy Star rated bathroom exhaust venting to all bathrooms operated by humidity sensor per plans and per ASHRAE 62.2 standards.
 - HVAC system installers shall be trained and certified in the proper installation of HVAC systems per CalGreen 702.1

- PLUMBING**
- Provide new water supply line per plans.
 - Provide new sewer line per plans.
 - Provide copper supply piping from water supply to water heater to manifold. Provide "PEX" or copper distribution piping sized per fixture schedule. Provide shut-off valves at each line.
 - Insulate all hot water piping (heated and unheated spaces).
 - Provide cast iron or ABS DWV piping.
 - Provide 30" clear width/24" front clearance at all toilets.
 - Provide minimum shower stalls of 1,024 square inches capable of encompassing a 30 inch circle.
 - All tub and shower areas have waterproof finish on 1/2" cement board on 30# felt from curb to 70" min. height above drain.
 - Provide non-removable backflow prevention devices at all hose bibs.
 - Provide water hammer arrestors (not air chambers) at all appliances that have quick-acting valves (i.e. dishwashers and clothes washers).
 - Provide air gap fittings on the discharge side of all dishwashing machines, per CPC section 907.4.
 - All showers and tubs to have individual pressure balanced (anti-scald) valves or thermostatically controlled valves. The maximum hot water temp discharging from the bathtub and whirlpool bathtub filler shall be limited to 120 deg F.
 - All new toilets are 1.28 gal. / flush.
 - Shower heads to have a max 2.0 gpm flow at 80 psi per CGBCS 4.303.1.3.1. Multiple shower heads as a single shower to have a total flow of 2.0 gpm at 80 psi.
 - Bathroom faucets to have a max. 1.5 gpm flow at 60psi, and 0.8 gpm flow at 40psi minimum per CGBCS 4.303.1.4.1.
 - Kitchen faucets to have a max. 1.8 gpm flow at 60psi, per CGBCS 4.303.1.4.4.
- HOT WATER**
- Provide new hot water heater per plans.
 - Provide temperature and pressure relief valve with piping to drain pan.
 - Provide a galv. steel drain pan below water heater. Drain pan by gravity to floor drain to exterior perimeter drainage system.
 - Strap hot water heater to wall w/ (2) seismic straps, one located within the top 1/3 of the water heater and one at the bottom 1/3. The bottom strap shall be located at least 4" away from the heater controls. CPC 508.2
 - Provide clearances for equipment per manufacturer's written specifications.
 - Provide sediment trap at water heater supply per 1210.8 CPC.
- FLOOD ZONE CONSTRUCTION MATERIALS and METHODS**
- All new construction and substantial improved structures shall be constructed with flood-resistant materials and utility equipment shall be resistant to flood damage as specified in FEMA's technical bulletins and applicable local code.

casita

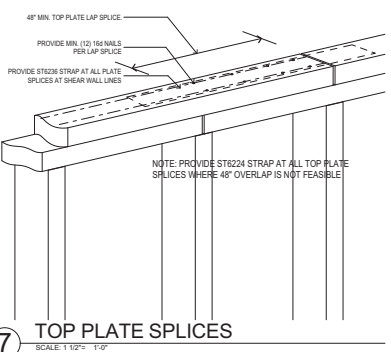
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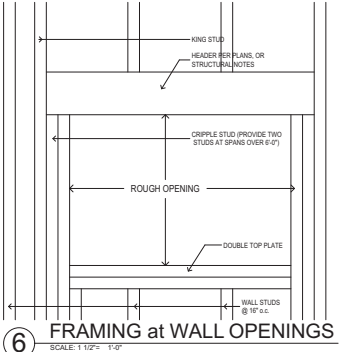
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MECHANICAL PLAN
2BR

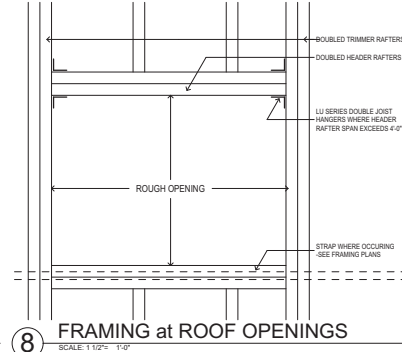
SHEET:
M1.1



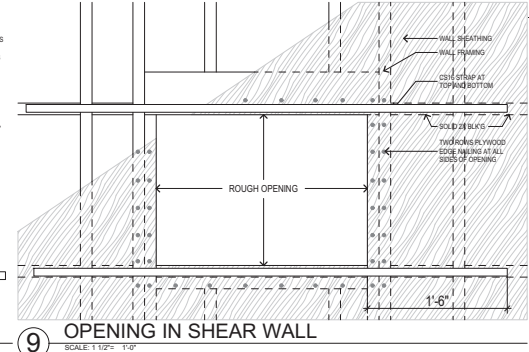
5 TOP PLATE SPLICES
SCALE: 1/12" = 1'-0"



6 FRAMING at WALL OPENINGS
SCALE: 1/12" = 1'-0"



8 FRAMING at ROOF OPENINGS
SCALE: 1/12" = 1'-0"



9 OPENING IN SHEAR WALL
SCALE: 1/12" = 1'-0"

STRUCTURAL NOTES

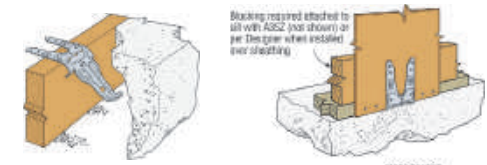
Design Loads
 Roof-20 psf live load (39 psf total load)
 Floor-40 psf live load (65 psf total load)
 Wind-basic wind speed (3-sec. gust)-92 mph, Exposure C
 Seismic design category D
 S_w=2.580, S_s=1.012
 S_{0.1}=2.000, S_{0.2}=1.012
 Soil bearing capacity=1,500 psf (CBC R401.4.1)

General
 1. Do not scale drawings. Scale and grid lines are for reference only.
 2. The Contractor shall check, field verify and coordinate all dimensions and recommendations within these drawings, and between these drawings and documents prepared by other consultants. Any discrepancies shall be brought to the attention of the Architect prior to beginning work on areas affected by these discrepancies.
 3. Typical details and notes shown on these drawings shall apply unless specifically shown or otherwise noted.
 4. These drawings represent the finished structure and do not indicate the method of construction. It is the Contractor's sole responsibility to provide protection of life and property during construction. The design and construction of all shoring, bracing and formwork shall be the responsibility of the Contractor unless otherwise noted.

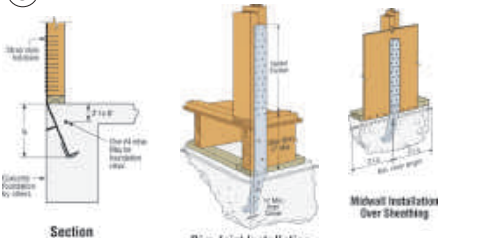
Concrete
 1. All concrete is F_c=3,000 psi (design assumes F_c=2,500 psi), 5-1/2 sack cement mix, min.
 2. All reinforcing bars are ASTM A615 Grade 60 steel.
 3. 48" min. lap splice.
 4. Pour all footings and slabs to undisturbed soil (machine compacted to 90% relative compaction).
 5. Provide 7" min. concrete cover for all rebar (1-1/2" where concrete is placed against formwork or not exposed to weather or soil).
 6. Provide min. 30% Class F fly ash by weight of the cementitious material.

Fasteners
 1. All sheet metal connectors as manufactured by Simpson Strong-Tie Company, San Leandro, CA. www.strongtie.com.
 2. All nailing per 2019 CBC Table 2304.10.1, unless noted otherwise.
 3. All bolts, lag screws, etc. to ASTM 305, unless noted otherwise.
 4. All fasteners exposed to weather to be hot-dip galvanized.
 5. All Simpson epoxy is Simpson SET-XP "Epoxy-Tie" adhesive anchor system with galv. threaded rod inserts per ICC-ES ESR-2508.
 7. All CS16 straps have 30" nailed at each end + clear span.
 8. All anchor bolts are 5/8" dia. w/ 3"x3"x1/4" square washers.
 10. All SDS screws are Simpson SDS series per ICC-ES ESR-2236.
 11. All fasteners and connectors in contact with pressure treated lumber or fire-retardant treated lumber to be hot-dipped galvanized steel or stainless steel.

Wood
 1. Provide double studs or 4x posts below all beams, u.n.o.
 2. All 2x lumber is douglas fir #2, unless noted otherwise.
 3. All 4x, 6x lumber is douglas fir #1 and better, u.n.o.
 5. All structural composite lumber shall be manufactured by Weyerhaeuser and shall conform to ICC ESR-1387 and the following design values:
 (LVL) laminated veneer lumber F_v=250psi F_b=2,500psi
 (PSL) parallel strand lumber F_v=290psi F_b=2,900psi
 (2ZE PSL) parallel strand lumber F_v=290psi F_b=2,900psi
 6. All plywood is exposure 1, APA rated
 7. All girt plates and other lumber within 12" of grade is pressure treated 0.40 CCA.
 8. All headers are 4x6 minimum size, unless noted otherwise.
 9. Provide solid blocking at all girt supports and all bearing points.
 10. Nail all wall sheathing with 8d nails at 6" o.c. edges/12" o.c. field, unless noted otherwise on plans or in shear schedule.
 11. Nail and glue all floor sheathing with 10d ring-shank nails (0.131" dia)x3" at 6" o.c. edges/12" o.c. field.



3 SILL ANCHOR (SIIMPSON MASA-Z)



4 STRAP HOLDOWN (SIIMPSON STHD)

SHEAR WALL SCHEDULE

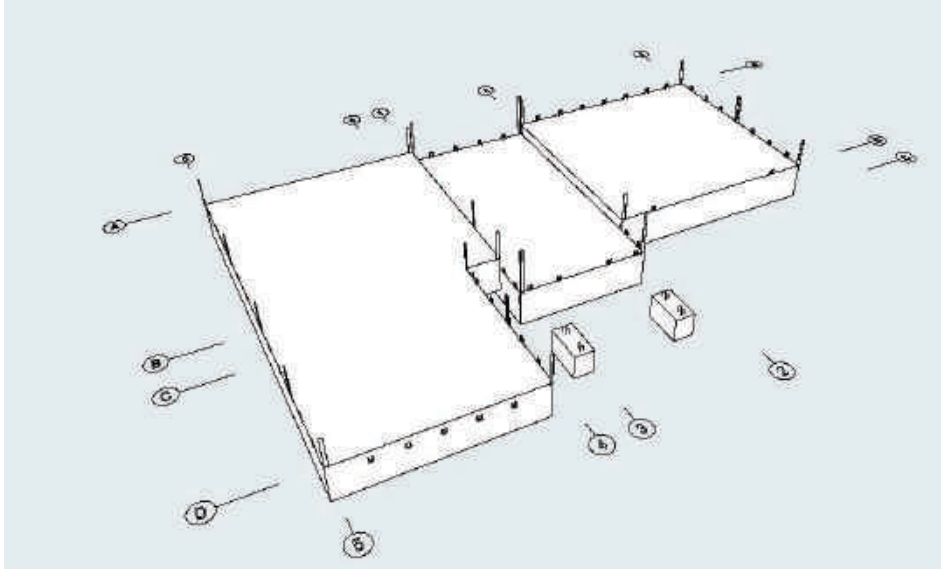
Wall	L _{ft} (ft)	Shear (k)	Uplift (k)	Sheathing/ nailing	Top plate/ fasteners	Sill plate/ fasteners	Holddown/ endpost	Nailing/ Anchor	Edge ¹ dist.	L _e ²	Notes
M-1	7.33	353	2.85	1/2" CDX ply 8d @4"12" o.c.	2-2x4/ A35@16" o.c.	2x4/ 4-16d/16"	STHD10/ 2-2x posts	(20) 10d common	1/2"	10"	
M-3	11.08	378	2.96	1/2" CDX ply 8d @4"12" o.c.	2-2x4/ A35@16" o.c.	2x4/ 4-16d/16"	STHD10/ 2-2x posts	(20) 10d common	1/2"	10"	
M-6	7.33	219	1.71	1/2" CDX ply 8d @6"12" o.c.	2-2x4/ A35@32" o.c.	2x4/ 4-16d/16"	STHD10/ 2-2x posts	(20) 10d common	1/2"	10"	
M-A	15.00	279	1.88	1/2" CDX ply 8d @4"12" o.c.	2-2x4/ A35@32" o.c.	2x4/ 4-16d/16"	STHD10/ 2-2x posts	(20) 10d common	1/2"	10"	
M-C	9.00	570	1.80	1/2" CDX ply 8d @7"12" o.c.	2-2x4/ A35@12" o.c.	2x4/ 8-16d/16"	STHD10/ 2-2x posts	(20) 10d common	1/2"	10"	2,4
M-D	11.33	702	1.34	1/2" CDX ply 10d @2"12"	2-2x4/ A35@32" o.c.	2x4/ 4-16d/16"	STHD10/ 2-2x posts	(20) 10d common	1/2"	10"	4

ROOF/FLOOR DIAPHRAGM SCHEDULE

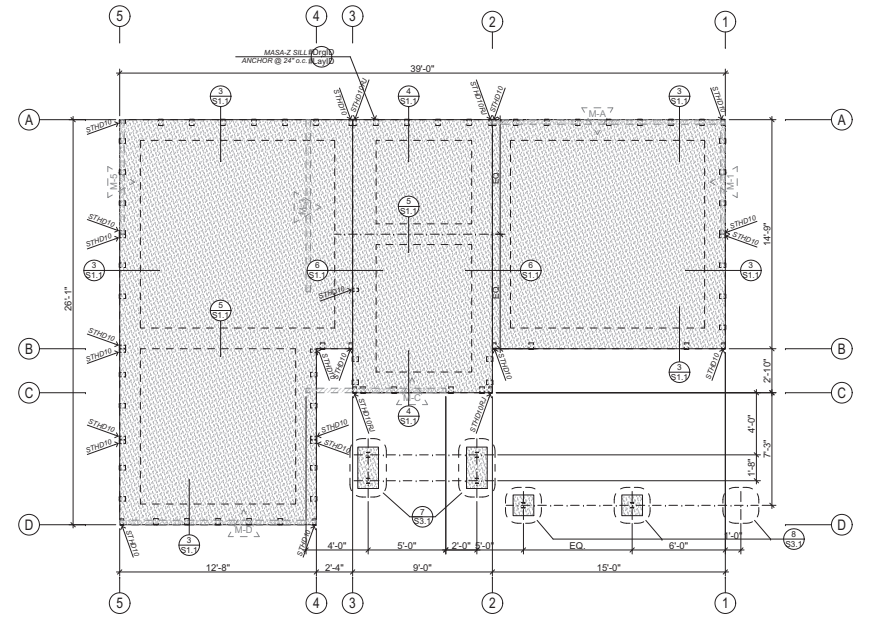
Diaphragm	Load	Sheathing	Notes
ROOF	175 #/ft	1/2" CDX plywood 8d @ 6" o.c. edges/12" o.c. field	

FOOTNOTES:
 1. All wall sheathing is 15/32" 4/5 ply exterior rated plywood, unless noted otherwise.
 2. Allowable panel shear reduced by 2wh per CBC Table 2305.3.4.
 3. Plywood sheathing on both sides of wall.
 4. Perforated shear wall-additional straps at openings per framing details.
 5. Edge distances are from the center of the anchor, and are required minimum distances.
 6. Minimum bolt embedment from underside of bolt head or washer to top of concrete.
 7. Lap wall sheathing 4" min. onto rim joist and provide plywood edge nailing.

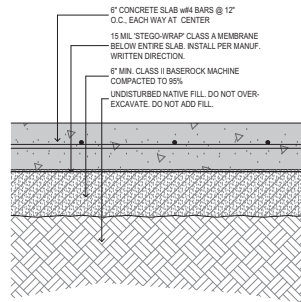
GENERAL NOTES:
 1. All wood sheathing is APA rated CDX plywood or Structural 1 plywood, as noted.
 2. Shear wall design per AF&PA SPDWS.
 3. Orient plywood sheets with long dimension across wall studs, joists and rafters. Stagger all joints.
 4. Use full sheets of plywood. DO NOT "piece" together sheathing. 24" min. sheet width.
 5. Where unit wall shear exceeds 350 psf, provide 3x studs at all panel edges.
 6. Provide plywood edge nailing (P.E.N.) at all top plates, sill plates, posts and all studs with holdowns.
 7. Where holdowns are attached to double studs, nail studs together with 16d nails @ 4" o.c.
 8. Splice all top plates w/ (8) 16d nails / splice.
 9. Strap all wall plates across beams w/ ST 6224 straps.
 10. Provide threaded rod extensions attached with coupler nuts w/ witness holes at all holdown anchor extensions.
 11. Plywood joint and sill plate nailing to be staggered in all cases.
 All holdown anchor bolts are Simpson pre-fabricated anchors. Equivalent dia. and grade threaded rods with a 3"x3"x36" plate washer secured by double nuts on the embedded end may be substituted. Set all bolts to min. edge spacings and embedment depths shown on schedule, prior to placing concrete.



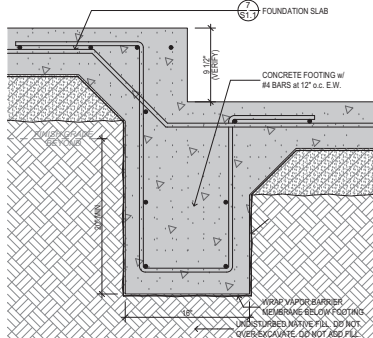
2 FOUNDATION-AXONOMETRIC 2BR-MIRRORED



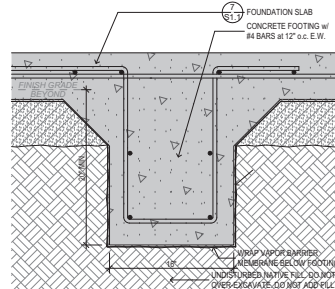
1 FOUNDATION PLAN - 2BR
SCALE: 1/4" = 1'-0"



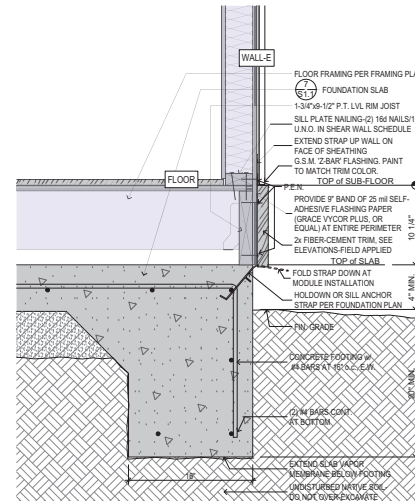
7 FOUNDATION SLAB
SCALE: 1 1/2" = 1'-0"



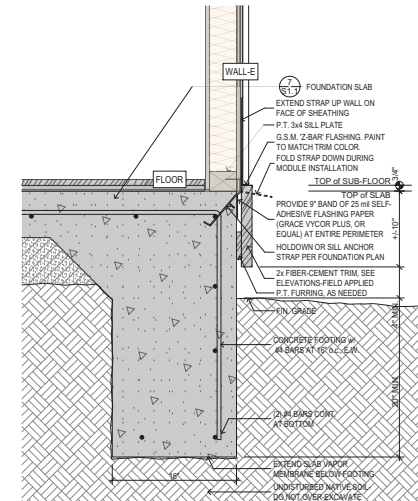
6 FOUNDATION STEP
SCALE: 1 1/2" = 1'-0"



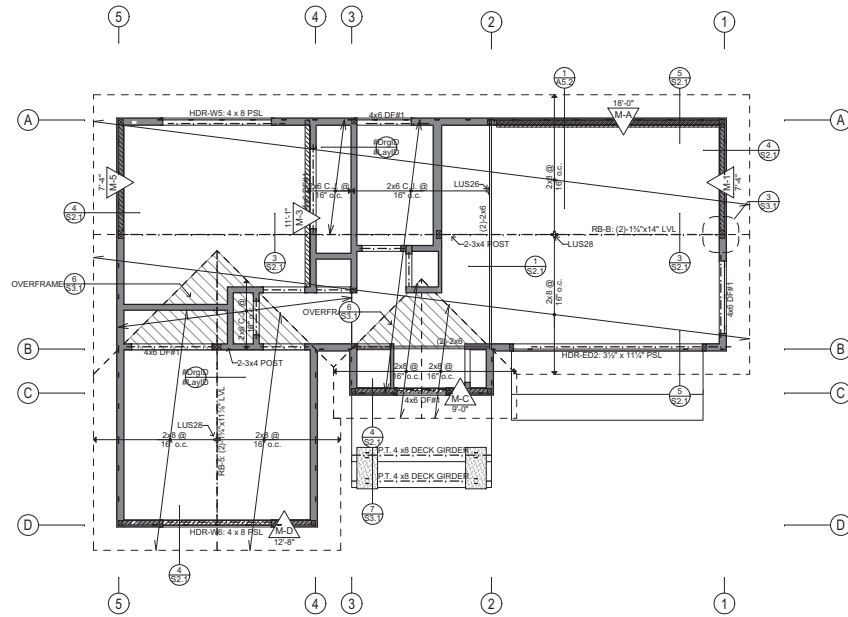
5 INT. FOOTING
SCALE: 1 1/2" = 1'-0"



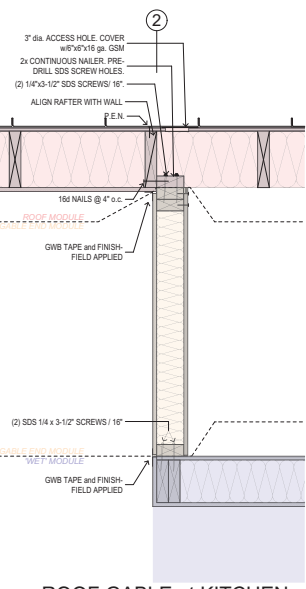
4 FOUNDATION at 'WET MODULE'
SCALE: 1 1/2" = 1'-0"



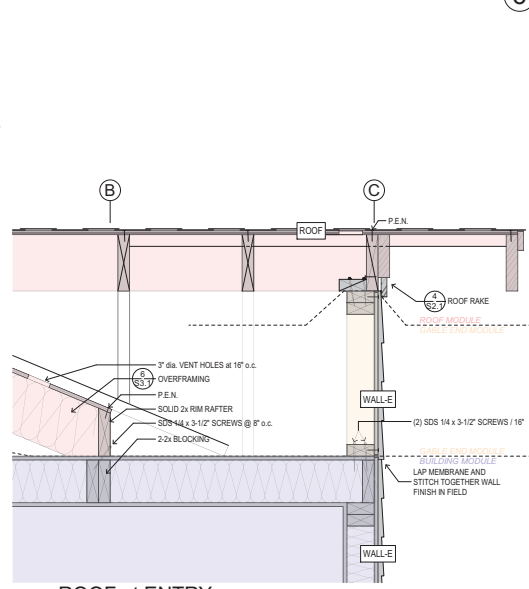
3 FOUNDATION PERIMETER
SCALE: 1 1/2" = 1'-0"



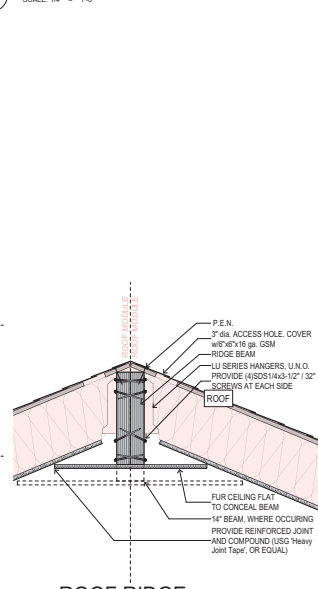
6 FRAMING PLAN - 2BR
SCALE: 1/4" = 1'-0"



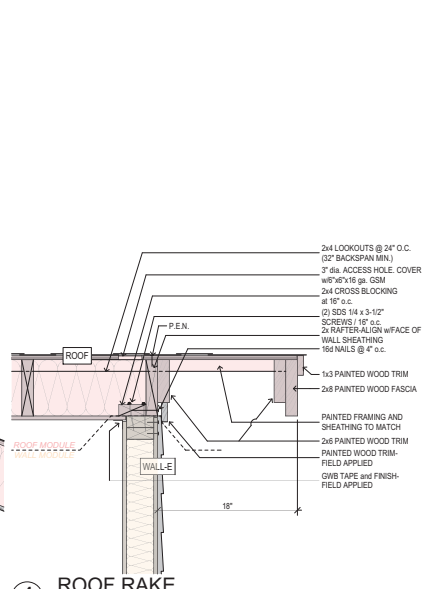
1 ROOF GABLE at KITCHEN
SCALE: 1 1/2" = 1'-0"



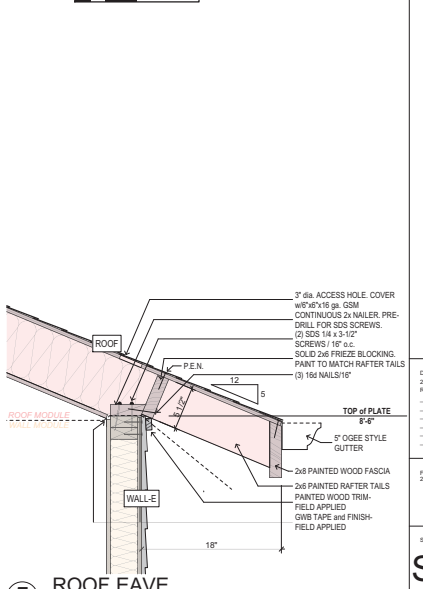
2 ROOF at ENTRY
SCALE: 1 1/2" = 1'-0"



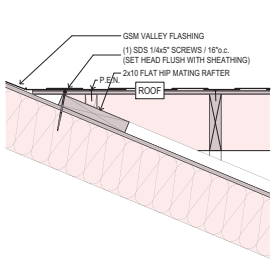
3 ROOF RIDGE
SCALE: 1 1/2" = 1'-0"



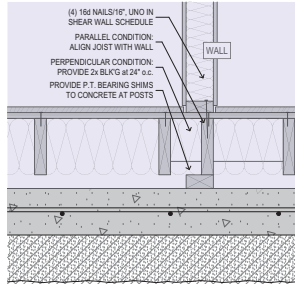
4 ROOF RAKE
SCALE: 1 1/2" = 1'-0"



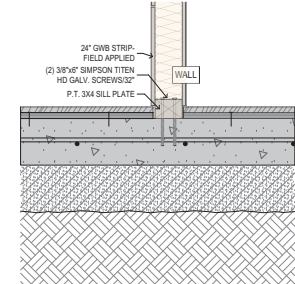
5 ROOF EAVE
SCALE: 1 1/2" = 1'-0"



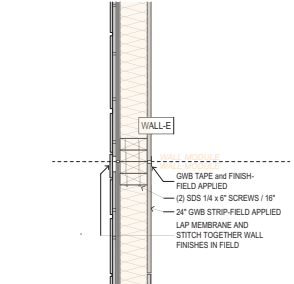
6 ROOF OVERFRAMING
SCALE: 1/12" = 1'-0"



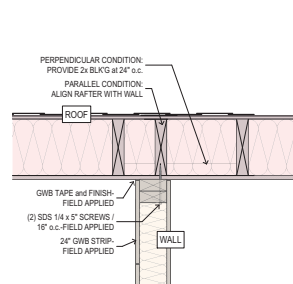
5 WALL to FLOOR-FRAMED
SCALE: 1/12" = 1'-0"



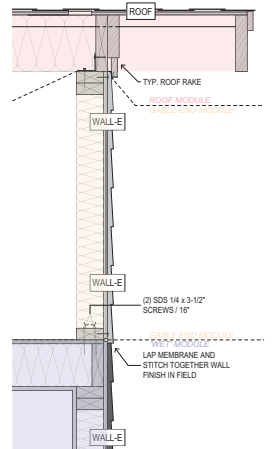
4 WALL to FLOOR-CONCRETE
SCALE: 1/12" = 1'-0"



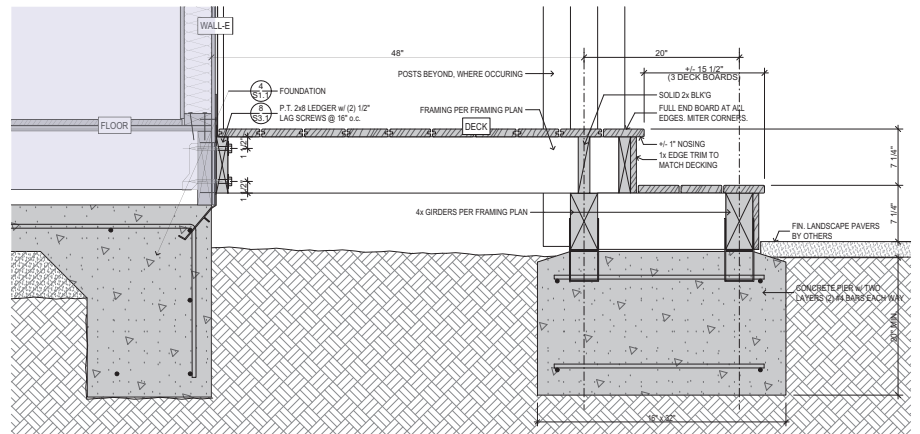
3 WALL CONNECTION
SCALE: 1/12" = 1'-0"



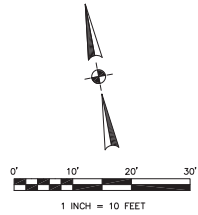
2 INTERIOR WALL to ROOF
SCALE: 1/12" = 1'-0"



1 GABLE END WALL
SCALE: 1/12" = 1'-0"



7 ENTRY STOOP FLOORING and FRAMING
SCALE: 1/12" = 1'-0"



BASIS OF BEARINGS

BEARINGS SHOWN HEREON TAKEN FROM THE PARCEL MAP WHICH WAS FILED FOR RECORD IN VOLUME 47 OF PARCEL MAPS PAGES 45-46 ON JULY 19, 1979, SAN MATEO COUNTY RECORDS.

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED UPON NAVD 88 DATUM. BENCHMARK USED WAS THE SANTA CLARA VALLEY WATER DISTRICT BENCHMARK #456, A BRASS DISK ON TOP OF THE SOUTHWESTERN HEADWALL AT SAN FRANCISCO CREEK AND POPE/CHAUCER STREET. (PUBLISHED ELEVATION: 43.90 FEET)

NOTES:

I CERTIFY THAT THE PARCEL BOUNDARY WAS ESTABLISHED BY ME OR UNDER MY DIRECT SUPERVISION AND IS BASED UPON A FIELD SURVEY AND I CERTIFY THAT MONUMENTS SHOWN ARE OF THE CHARACTER STATED AS OF THE DATE OF THE FIELD SURVEY SHOWN BELOW.

BGT RELIED UPON A CORNERSTONE TITLE COMPANY PRELIMINARY TITLE REPORT, ORDER NO. 3670318-00992, AS TITLE REFERENCE FOR ALL PLOTTABLE EASEMENTS OF RECORD PLOTTED HEREON.

CERTAIN FEATURES WERE NOT LOCATED PER LIMITED SCOPE OF WORK. I.E. TREES, UTILITIES, ALL HARDSCAPES, ETC.

SURVEY PERFORMED BY: BGT LAND SURVEYING
www.bgtsurveying.com

DATE OF FIELD SURVEY: MARCH 21, 2022
JOB NUMBER: 22-071

FEMA:

PANEL NO: 0681C0309F
EFFECTIVE: 04/05/2019
ZONE: X (AREA OF MINIMAL FLOOD HAZARD)

LEGEND

- AC ASPHALT CONCRETE
- BW BACK OF WALK
- CB CATCH BASIN
- CL CENTERLINE
- CO CLEAN OUT BOX
- CP SURVEY CONTROL POINT
- CTV CABLE TELEVISION LINE
- DI DROP INLET
- EM ELECTRIC METER
- EV ELECTRIC VAULT
- FF FINISHED FLOOR
- FL FLOWLINE
- FH FIRE HYDRANT
- GM GAS METER
- GRD GROUND
- GUY GUY ANCHOR
- GV GAS VALVE
- HCR HANDICAP RAMP
- INV INVERT
- IP IRON PIPE
- JP JOINT POLE
- LG LIP OF GUTTER
- MH (TYPE UNKNOWN)
- MON-MON MONUMENT TO MONUMENT DISTANCE
- PBV PACBELL/SBC VAULT
- PCE PCE VAULT
- PP POWER POLE
- SDMH STORM DRAIN MANHOLE
- SSMH SANITARY SEWER MANHOLE
- SSV SANITARY SEWER VAULT
- TBC TOP BACK OF CURB
- TBM TEMPORARY BENCHMARK
- UNK UNKNOWN TYPE
- WM WATER METER BOX
- WV WATER VALVE

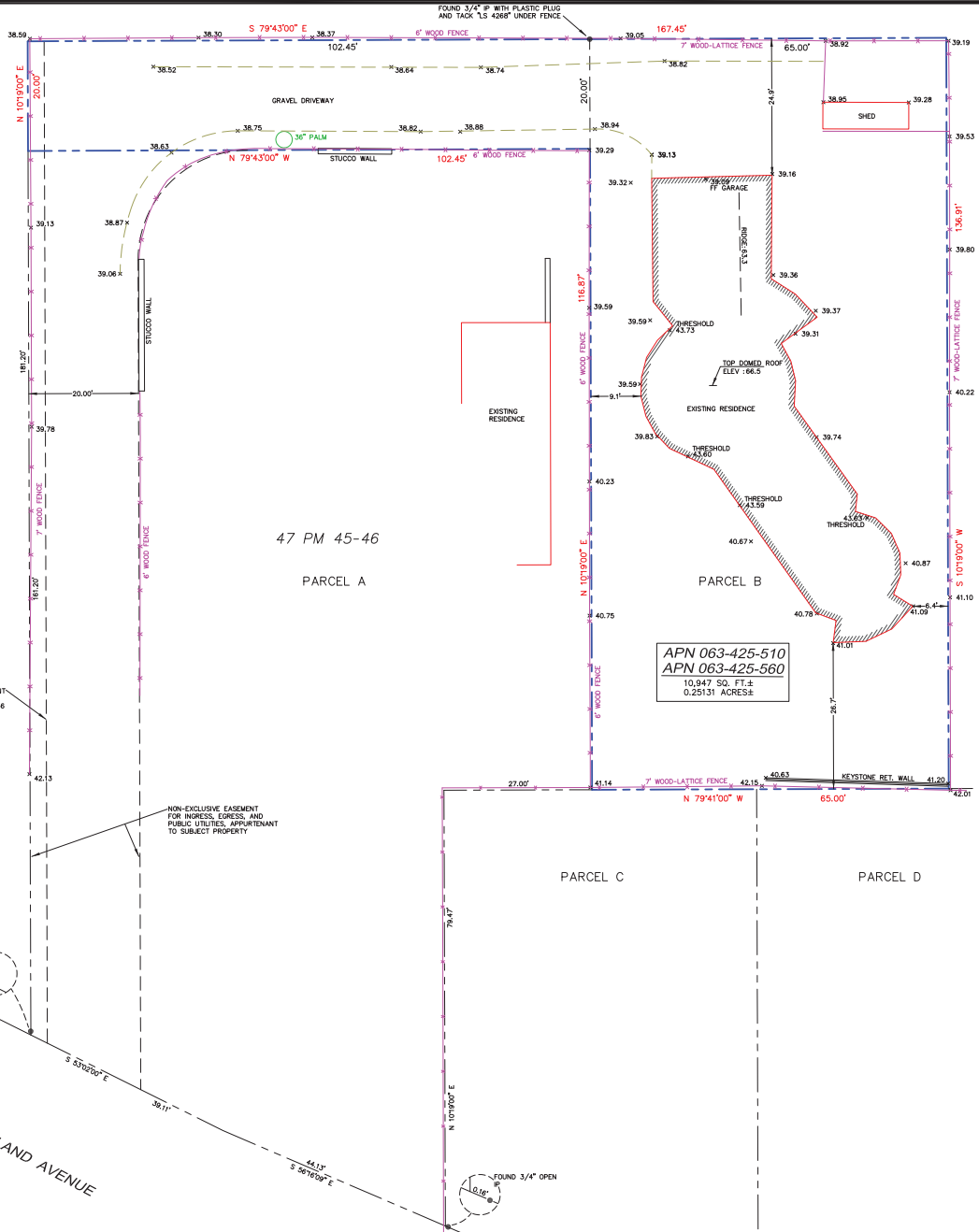
3" WATER LINE EASEMENT
PUR 186 O.R. 364 AS
SHOWN ON 47 PM 45-46

NON-EXCLUSIVE EASEMENT
FOR INGRESS, EGRESS, AND
PUBLIC UTILITIES, APPURTENANT
TO SUBJECT PROPERTY

FOUND 3/4" IP WITH PLASTIC
PLUG AND TACK 'LS 3272'

FOUND 3/4" OPEN

WOODLAND AVENUE



APN 063-425-510
APN 063-425-560
10,947 SQ. FT. ±
0.25131 ACRES ±



BOUNDARY SURVEY WITH HOUSE LOCATION
 PARCEL B, PORTION OF PARCEL A, 47 PARCEL MAPS 45-46
 1143 WOODLAND AVENUE
 MENLO PARK, COUNTY OF SAN MATEO, CALIFORNIA

Assessor Parcel Number:
063-425-510
063-425-560

Prepared For:
LUCIAN YANG
1143 WOODLAND AVENUE
MENLO PARK, CA 94025

Date: APRIL 2022
Scale: 1" = 10'
Contour Interval: N/A
Drawn by: LHL
Revisions:

SU-1

Job No. 22-071



Project Description

February 2, 2023

Regarding:

1143 Woodland Avenue
Menlo Park, CA 94025

Purpose of the proposal:

The property is a R-1U zoned 'flag lot' parcel. It is not in the flood zone. Due to the 'flag lot' configuration, the west side of the property is the 'front' of the parcel, even though it adjoins the back of the neighboring parcel and does not abut the public right of way. Thus, the proposed ADU is located within the front yard setback and requires a Use Permit.

We propose to locate the ADU as indicated because:

1. The ADU has a direct connection to the driveway and parking space, allowing the tenant independent private access, which will promote use as a separate dwelling.
2. The ADU is directly adjacent to the existing garage, further promoting privacy and second dwelling use.
3. The ADU is proximate to the existing sewer, water and electric connections, minimizing site construction disturbance.
4. The ADU is located in an under-developed portion of the site, minimizing the impact to established landscaping.
5. The ADU abuts rear yard areas of neighboring properties. The nearest neighboring structure is 25' away, minimizing neighbor impact.
6. The only alternate ADU location (south-west corner) is not suitable because:
 - a. It is 65' from the driveway and parking space with access across private landscaped areas of the primary residence.
 - b. It is directly adjacent to the main living areas of the primary residence, reducing privacy for all residents.
 - c. It is adjacent to neighboring side yards. The adjacent residence would be 11.5' away along the entire length of the ADU, creating a significant privacy impact.

Scope of work:

We plan to build a detached accessory dwelling unit (ADU):

1. Single story, two bedroom
2. 744 sf
3. 13.5 ft. high
4. 4.0' from side and front property lines
5. Use Permit is required to build in front yard setback

www.buildmycasita.com
652 Gilman St., Palo Alto, 94301
650.600.9050



Architectural Style, materials, colors, and construction methods:

1. Craftsman Bungalow style
2. Fiber cement shingles to match existing house - Timber Bark (brown)
3. Asphalt composition roof shingles - charcoal
4. Fiberglass window frames - black
5. Slab-on-grade foundation
6. Type V-B Construction - wood framed construction

Existing and proposed uses:

Existing use is a single-family residence. Proposed use remains the same as a single-family residence with a detached ADU added to the yard.

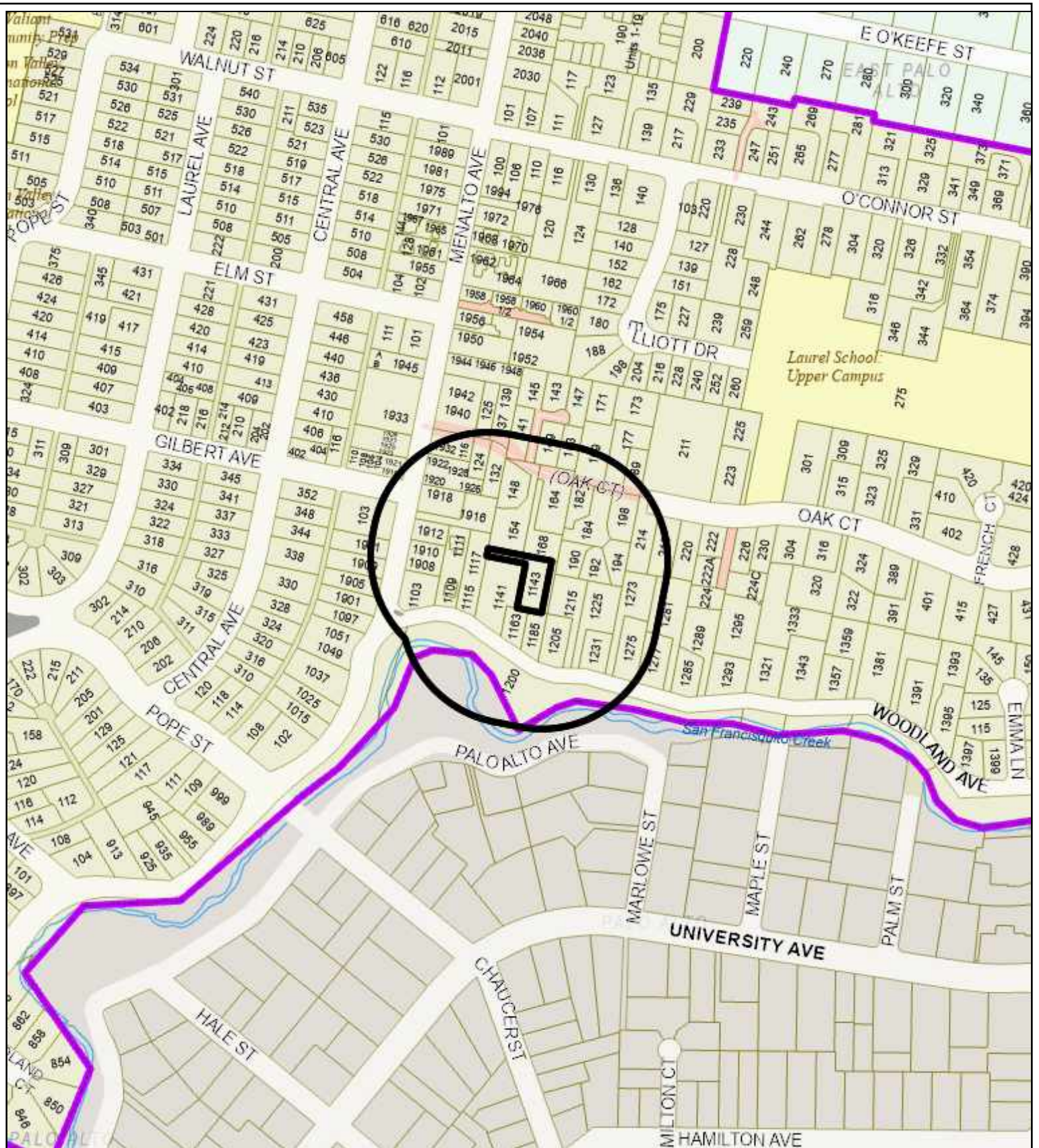
Outreach to neighboring properties:

Outreach consists of the owners reaching out to each of the neighbors adjacent to said property to discuss the proposed location of the detached ADU. The application of the Use Permit is also discussed and the reason for the location of the ADU. Mitigation measures and removal trees will also be discussed with neighbors. Story poles were also erected to display the minimal amount of impact that the ADU would have on the adjacent neighbor's property and to show the height that was minimized as much as possible which does not come anywhere close to the 16 ft height which is allowed by the state of California.

<p>LOCATION: 1143 Woodland Avenue</p>	<p>PROJECT NUMBER: PLN2022-00047</p>	<p>APPLICANT: Kelvin Chua</p>	<p>OWNER: Lusann Yang</p>
<p>PROJECT CONDITIONS:</p> <ol style="list-style-type: none"> 1. The use permit shall be subject to the following standard conditions: <ol style="list-style-type: none"> a. The applicant shall be required to apply for a building permit within one year from the date of approval (by April 24, 2024) for the use permit to remain in effect. b. Development of the project shall be substantially in conformance with the plans prepared by Casita, consisting of 14 plan sheets, dated received April 4, 2023 and approved by the Planning Commission on April 24, 2023, except as modified by the conditions contained herein, subject to review and approval of the Planning Division. c. 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. d. 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. e. 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. f. 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. g. 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. h. Heritage trees in the vicinity of the construction project shall be protected pursuant to the Heritage Tree Ordinance and the arborist report prepared by Aesculus Arboricultural Consulting, dated received December 31, 2022. i. Prior to building permit issuance, the applicant shall pay all fees incurred through staff time spent reviewing the application. j. The applicant or permittee shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval which action is brought within the time period provided for in any applicable statute; provided, however, that the applicant's or permittee's duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the applicant or permittee of any said claim, action, or proceeding and the City's full cooperation in the applicant's or permittee's defense of said claims, actions, or proceedings. 			

1143 Woodland Avenue – Attachment A, Exhibit C

LOCATION: 1143 Woodland Avenue	PROJECT NUMBER: PLN2022-00047	APPLICANT: Kelvin Chua	OWNER: Lusann Yang
PROJECT CONDITIONS: k. Notice of Fees Protest – The applicant may protest any fees, dedications, reservations, or other exactions imposed by the City as part of the approval or as a condition of approval of this development. Per California Government Code 66020, this 90-day protest period has begun as of the date of the approval of this application.			



City of Menlo Park
 Location Map
 1143 WOODLAND AVENUE



1143 Woodland Avenue – Attachment C: Data Table

	PROPOSED PROJECT	EXISTING PROJECT	ZONING ORDINANCE
Lot area	8,899.1 sf	8,899.1 sf	8,400* sf min.
Lot width	65 ft.	65 ft.	65 ft. min.
Lot depth	136.9 ft.	136.9 ft.	100 ft. min.
Setbacks			
Front	4 ft.	n/a ft.	20 ft. min.
Rear	93.9 ft.	n/a ft.	4 ft. min.
Side (left)	4 ft.	n/a ft.	4 ft. min.
Side (right)	34.9 ft.	n/a ft.	4 ft. min.
Building coverage*	2,687 sf 30.2 %	2,019.2 sf 22.7 %	3,114 sf max. 35 % max.
FAL (Floor Area Limit)*	4,002.5** sf	3,334.7 sf	3,274.8 sf max.
Square footage by floor	3,258.5 sf/main residence 744 sf/ADU	3,258.5 sf/main residence 76.2 sf/accessory buildings	
Square footage of buildings	4,002.5 sf	3,334.7 sf	
Building height	13.5 ft.	n/a ft.	16 ft. max.
Parking	2 covered	2 covered	1 covered/1 uncovered
Note: Areas shown highlighted indicate a nonconforming or substandard situation.			

Trees			
Heritage trees***	9	Non-Heritage trees***	14
New Trees	3	Total Number of Trees	23
Heritage trees proposed for removal	3	Non-Heritage trees proposed for removal	0

*Per Section 15.28.110, panhandle lots must be 20 percent larger than required by the zoning district in which it is located.

** Floor area and building coverage for the proposed project includes the ADU, which is 744.0 square feet in size and is allowed to exceed the floor area limit and maximum building coverage by up to 800 square feet.

*** Of the these trees, four are on the subject property and five are on neighboring properties.



12/31/2022

Kelvin Chua
Casita
1143 Woodland Avenue,
Menlo Park, California 94025
(650) 799-5101
kelvin@builmycasita.com

Re: Tree protection for proposed ADU construction at 1143 Woodland Avenue, Menlo Park, CA 94025

Dear Kelvin,

At your request, we have visited the property referenced above to evaluate the trees present with respect to the proposed project. The report below contains our analysis.

Summary

There are 23 trees on and adjacent to this property, nine of which are protected. Three protected trees, all on this property, are recommended for removal, as they conflict with project features.

All other trees are in reasonably good condition and should be retained and protected as detailed in the Recommendations, below. With proper protection, all are expected to survive and thrive during and after construction, according to each tree's existing condition.

Assignment and Limits of Report

We have been asked to write a report detailing impacts to trees from the proposed ADU construction on this property. This report may be used by our client and other project members as needed to inform all stages of the project.

All observations were made from the ground with basic equipment. No root collar excavations or aerial inspections were performed. No project features had been staked at the time of our site visit.

Tree Regulations

In the City of Menlo Park, native oak trees are protected at 10 inches DBH (diameter at breast height, 4.5 feet above grade), and all other trees are protected at 15 inches DBH. Street trees are protected regardless of size.

According to the Heritage Tree Ordinance Administrative Guidelines, the dollar value of replacement trees is determined as follows:

- One (1) #5 container – \$100
- One (1) #15 container – \$200
- One (1) 24-inch tree box – \$400
- One (1) 36-inch tree box – \$1,200
- One (1) 48-inch tree box – \$5,000
- One (1) 60-inch tree box – \$7,000

We highly recommend that all members of the project team familiarize themselves with the following documents guiding tree protection during construction in Menlo Park, as they are complex, and failure to follow them can result in project delays:

1. Heritage Tree Ordinance Administrative Guidelines - <https://www.menlopark.org/DocumentCenter/View/25577/Heritage-tree-ordinance-administrative-guidelines---draft>
2. Arborist Report Requirements: Large Projects - <https://www.menlopark.org/DocumentCenter/View/25468/Arborist-report-large-project-requirements#:~:text=The%20Arborist%20Report%20shall%20include,proposed%20for%20removal%20of%20heavy>

3. Tree Protection Specifications -

<https://www.menlopark.org/DocumentCenter/View/90/Tree-Protection-Specifications>

Observations

Trees

There are 23 trees on and adjacent to this property (Images 1-23, below). Seven are privets (*Ligustrum lucidum*), three are pittosporums (*Pittosporum undulatum*), and two are Chinese elms (*Ulmus parvifolia*), and the remaining eleven are of various individual species.

Protected statuses - trees #2, #3, #5-7, #15-17, and 23 are Heritage Trees. Trees #3, #15-17, and 23 overhang the property from adjacent properties.

Health - all trees present are in moderate to good health.

Structure - most trees present exhibit good to moderate branching architecture. Only trees #4-12 exhibit poor structure.

Current Site Conditions

A single-family home is currently present on the property. The driveway and other hardscape appear typical, as do the utilities and property line fences.

Project Features

An ADU is proposed in the northeast corner of the property, with associated utilities and steps up to the doors.

No other structural work is shown on the plans provided to us, nor is any hardscape, grading, drainage, utility, or fencing work.

Potential Conflicts

Trees #2, 17, 23 - the proposed access route lies within or just outside these trees' TPZs.¹ Some branches of tree #23 may be low enough to conflict with some larger construction vehicles.

¹ Tree protection zones. See Discussion, Tree Map, and Tree Table for more detail.

Tree #3 - the proposed ADU is within part of this tree's TPZ.

Trees #5-7 - the proposed ADU is well within these trees' CRZs.²

Trees #15, 16 - all proposed construction activities are well outside these trees' TPZs.

Trees #1, 4, 8-14, 18-22 - since these trees are not protected, they have not been evaluated for potential conflicts.

Testing and Analysis

Tree DBHs were taken using a diameter tape measure if trunks were accessible. Multistemmed trees were measured below the point where the leaders diverge, if possible. The DBHs of trees with non-accessible trunks were estimated visually. All trees over four inches in DBH were inventoried, as well as street trees of all sizes. Vigor ratings are based on tree appearance and our experiential knowledge of each species' healthy appearance.

Tree location data was collected using a GPS smartphone application and processed in GIS software to create the maps included in this report. Due to the error inherent in GPS data collection, and due also to differences between GPS data and CAD drawings, tree locations shown on the map below are approximate except where matched to the survey.

We visited the site once, on 11/23/22. All observations and photographs in this report were taken at that site visit.

The tree protection analysis in this report is based on the plan set titled "Yang Residence ADU," dated 7/21/2022, provided to us electronically by the client.

Discussion

Tree Protection Zones (TPZs)

Tree roots grow where conditions are favorable, and their spatial arrangement is, therefore, unpredictable. Favorable conditions vary among species, but generally include the presence of moisture, and soft soil texture with low compaction.

² Critical root zone. See Discussion, Tree Map, and Tree Table for more detail.

Contrary to popular belief, roots of all tree species grow primarily in the top two to three feet of soil in the clay soils typical for this geographic region, with a small number of roots sometimes occurring at greater depths. Some species have taproots when young, but these almost universally disappear with age. At maturity, a tree’s root system may extend out from the trunk farther than the tree is tall, and the tree maintains its upright position in much the same manner as a wine glass.

The optimal size of the area around a tree which should be protected from disturbance depends on the tree’s size, species, and vigor, as shown in the following table (adapted from *Trees & Construction*, Matheny and Clark, 1998):

Species tolerance	Tree vitality³	Distance from trunk (feet per inch trunk diameter)
Good	High	0.5
	Moderate	0.75
	Low	1
Moderate	High	0.75
	Moderate	1
	Low	1.25
Poor	High	1
	Moderate	1.25
	Low	1.5

It is important to note that some roots will almost certainly be present outside the TPZ; however, root loss outside the TPZ is unlikely to cause tree decline.

Some of the tree species present here are not evaluated in *Trees & Construction*. Our own evaluation of them based on our experience with the species is as follows:

Species	Estimated tolerance	Reason for tolerance rating
Chinese elm	High	Highly tolerant of all kinds of stress, including compacted soil. One of the few species able to repair root architecture problems.
Privet	High	Performs well to the point of weediness

³ Matheny & Clark uses tree age, but we feel a tree’s vitality more accurately reflects its ability to handle stress.

Palms and Other Monocots

Because palms, yuccas, and other monocots (grasses) are morphologically very different from woody trees, they respond differently to root disturbance. All palm roots are adventitious, arising as needed from the root initiation zone, and roots grow only in length but not in girth.

Palm species differ in their tolerance of root pruning, but all are much more tolerant than angiosperm trees. Optimal root ball sized, given in distance from the trunk, is summarized in the following table (reproduced from Broschat 2017)⁴:

Table 1. Average percentage of cut roots branching in four different root-length classes.

Species	Root-stub length (inches)			Avg. no. of new roots
	<6	6-12	12-24	
<i>Cocos nucifera</i>	47	61	50	20
<i>Phoenix reclinata</i>	0	2	8	62
<i>Roystonea regia</i>	1	6	24	97
<i>Sabal palmetto</i>	1	1	3	196
<i>Syagrus romanzoffiana</i>	3	41	49	13
<i>Washingtonia robusta</i>	2	14	31	144

Data from Broschat and Donselman (1984; 1990b).

For palms and other monocots not addressed in this table, I specify a tree protection zone extending 24" beyond the edge of the trunk, the most conservative distance tested in this study.

Critical Root Zones (CRZs)

Although any root loss inside the TPZ may cause a short-term decline in tree condition, trees can often recover adequately from a small amount of root loss in the TPZ.

Tree stability is impacted at a shorter distance from the tree trunk. For linear cuts on one side of the tree, the minimum distance typically recommended is three times the DBH, measured from the edge of the trunk (*Best Management Practices: Root Management*, Costello, Watson, and Smiley, 2017). This is called the critical root zone (CRZ), as any distance shorter than this increases a tree's likelihood of failure.

⁴ Broschat, Timothy K. Publication #CIR1047: Transplanting Palms in the Landscape. Original publication date April 1992. Revised June 2009. Reviewed December 2017. UF IFAS Extension. Available at <https://edis.ifas.ufl.edu/pdf/EP/EP00100.pdf>

Tree Appraisal Methods

We use the trunk formula technique with discounting for condition and functional and external limitations, as detailed in the second printing of the 10th Edition of the *Guide for Plant Appraisal* (Council of Tree and Landscape Appraisers, 2019).

For palms, we use the approximate height of clear trunk (estimated visually) multiplied by the per-foot cost given in the Regional Plant Appraisal Committee Species Classification for California.

Conclusions

Trees #2, 15-17, 23 - **minimal** impacts to these trees are likely from the project as proposed. Tree #23 may require clearance pruning if large construction vehicles are to be brought onsite.

Tree #3 - **minor to moderate** impacts to this tree are expected from construction of the proposed ADU foundation.

Trees #5-7 - these trees are **incompatible** with the proposed ADU.

Trees #1, 3, 4, 8-14, 18-22 - since these trees are not protected, they have not been evaluated for construction impacts.

Recommendations

Preconstruction Phase

1. Remove trees #5-7, upon receipt of a permit from the City of Menlo Park.
2. Install tree protection fencing as shown in the Tree Map, below.
 - a. Minimum fencing distances are shown on the Tree Map. Fencing must be installed at or beyond these distances.
 - b. Where existing barriers which will be retained impede access comparably to tree protection fencing, these barriers are an acceptable substitute for tree protection fencing.
 - a. Please be aware that tree protection fencing may differ from ideal tree protection zones, and from canopy sizes.
 - c. Tree protection fencing shall comprise 6' chain link fabric mounted on 1.5" diameter metal posts driven into the ground.
 - d. Place a 6" layer of wood chips inside tree protection fencing.
 - e. Tree protection fencing shall adhere to the requirements in the document titled "Tree Protection Specifications," available at <https://www.menlopark.org/DocumentCenter/View/90/Tree-Protection-Specifications>

Demolition Phase

1. When demolishing existing features within TPZs, start work close to trees and move backwards, limiting equipment to still-paved areas. This applies to the following features, and any others within TPZs:

Construction Phase

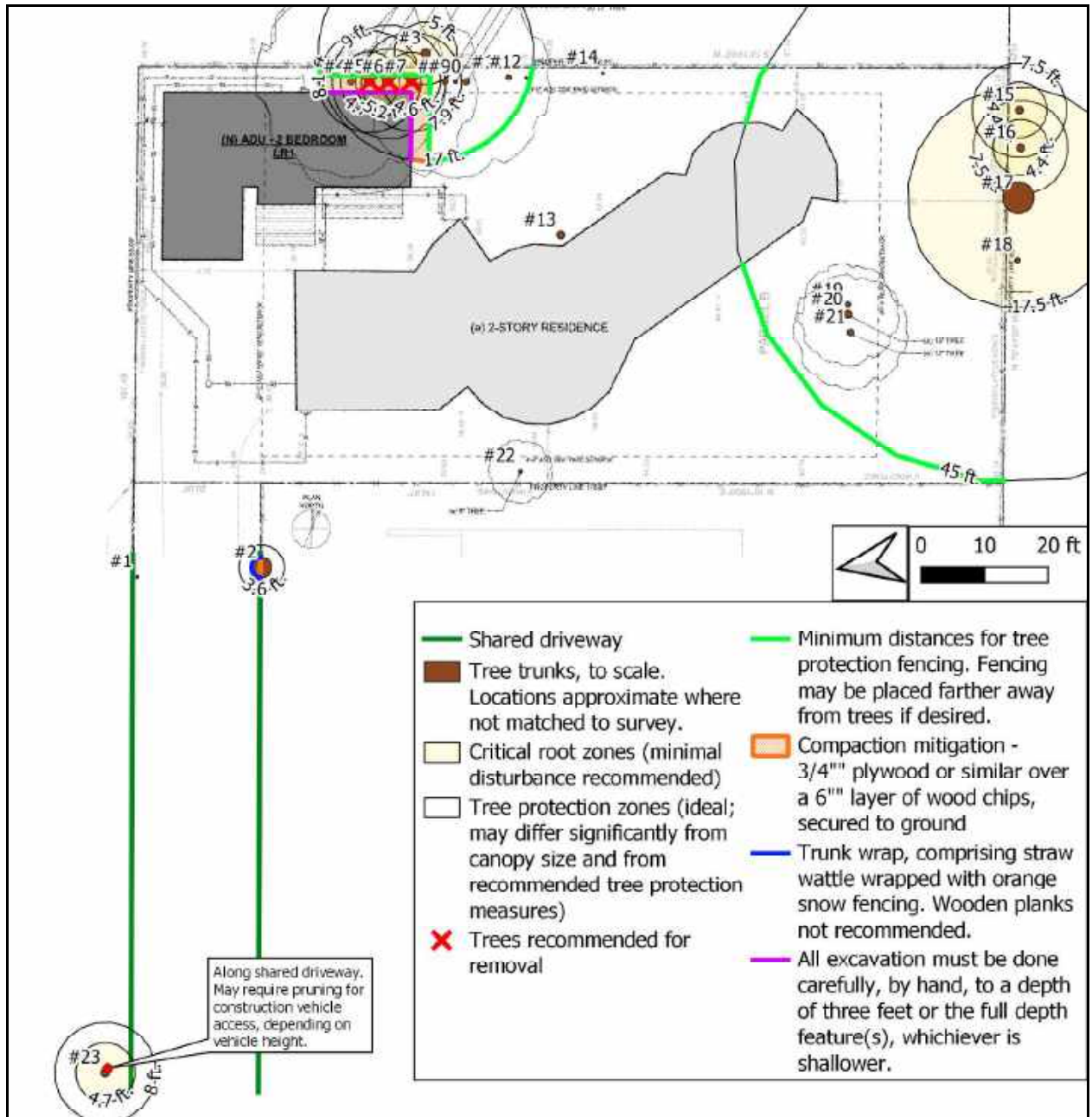
1. Maintain tree protection fencing as detailed above.
2. Alert the project arborist if utility or other work becomes necessary within any tree TPZs.
1. If live roots over 1" in diameter are encountered when excavating in any location:
 - a. Hand-excavate edge nearest trunk to the full depth of the feature being installed or to a depth of three feet, whichever is shallower.
 - b. Retain as many roots as practical.

- c. If roots 1-2" in diameter must be cut, sever them cleanly with a sharp saw or bypass pruners.
- d. If roots over 2" must be cut, stop work in that area and contact the project arborist for guidance.
- e. Notify project arborist when excavation is complete. Project arborist shall inspect work to make sure all roots have been cut cleanly.
- f. If excavation will be left open for more than 3 days:
 - i. Cover excavation wall nearest trunk with several layers of burlap or other absorbent fabric.
 - ii. Install a timer and soaker hoses to irrigate with potable water twice per day, enough to wet fabric thoroughly.

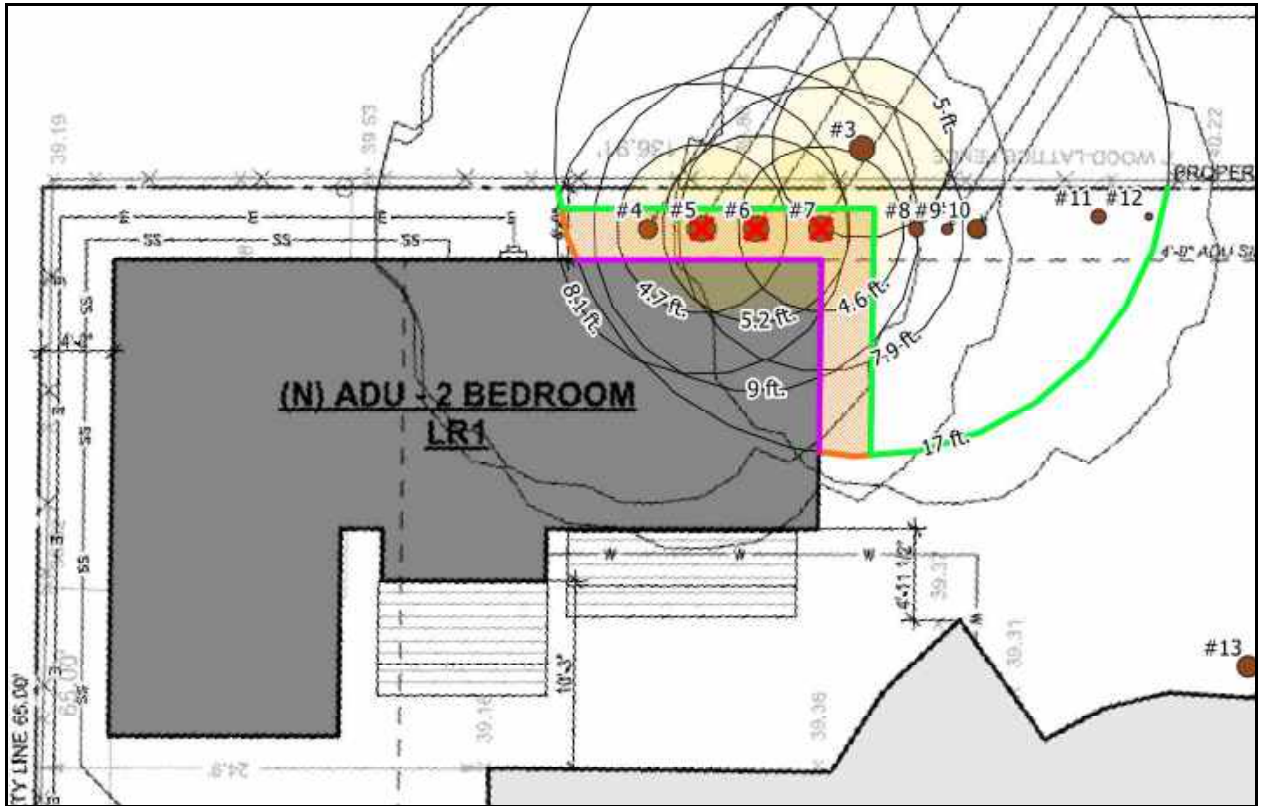
Post-Construction Phase

- 1. Provide supplemental irrigation for tree #3 to aid in root regrowth for at least three years.
 - a. Irrigate at a very slow trickle for several hours to ensure infiltration. Once per month is usually sufficient.

Tree Map



Tree Map, Detail Near ADU



Supporting Photographs

Image 1: apple #1



Image 2: Canary Island date palm #2



Image 3: southern magnolia #3 (obscured)

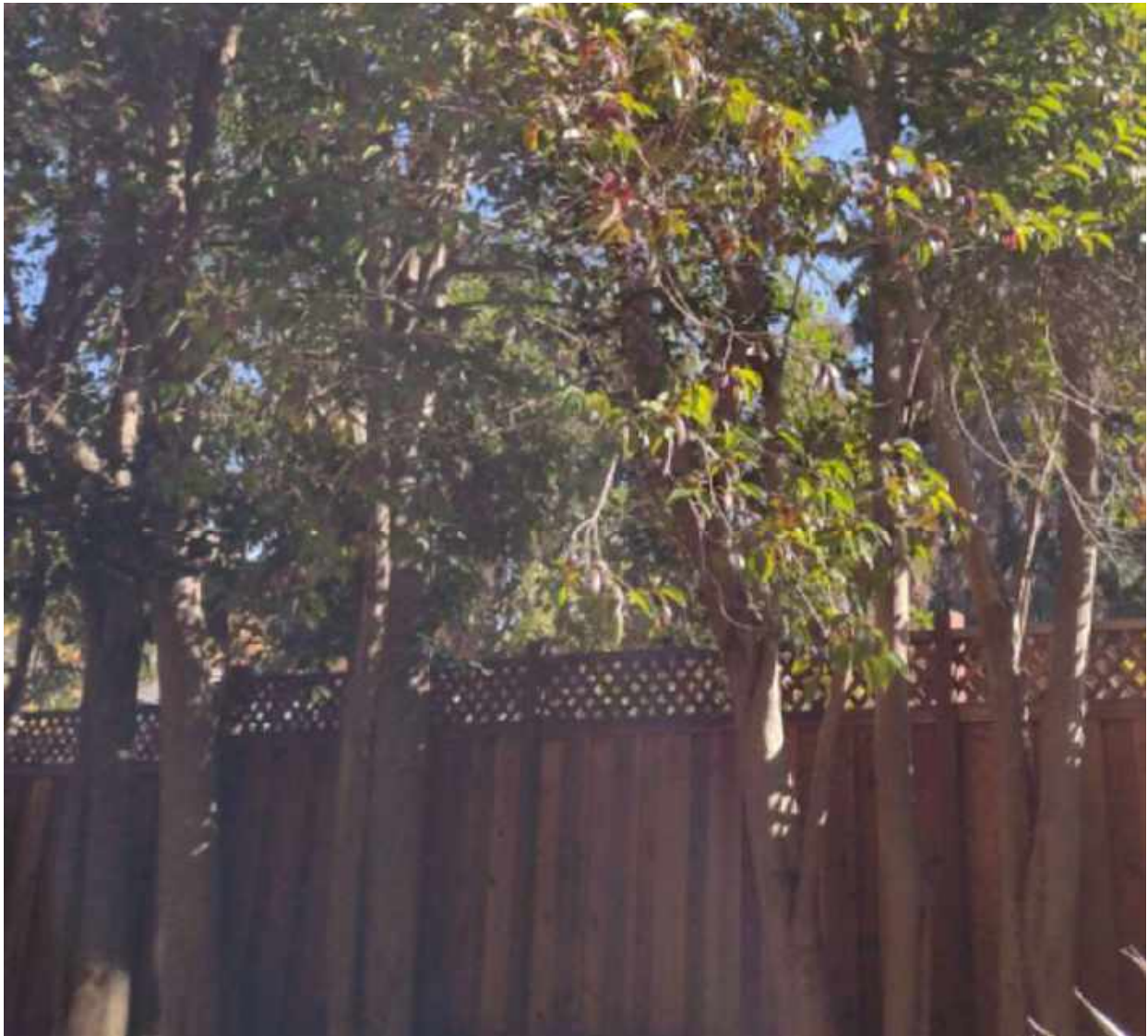


Image 4: privet #4



Image 5: privet #5



Image 6: privet #6



Image 7: privet #7



Image 8: privet #8

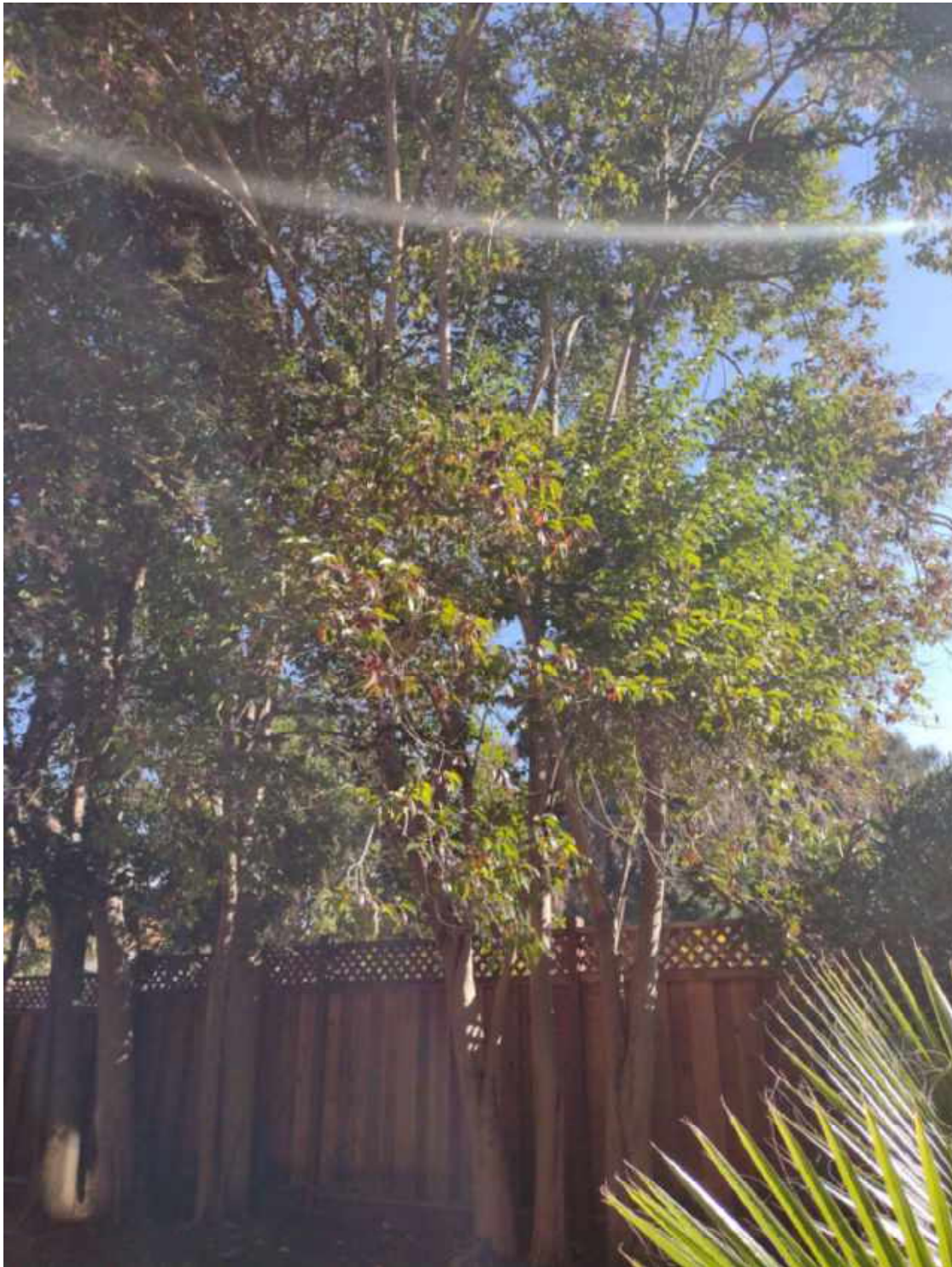


Image 9: privet #9

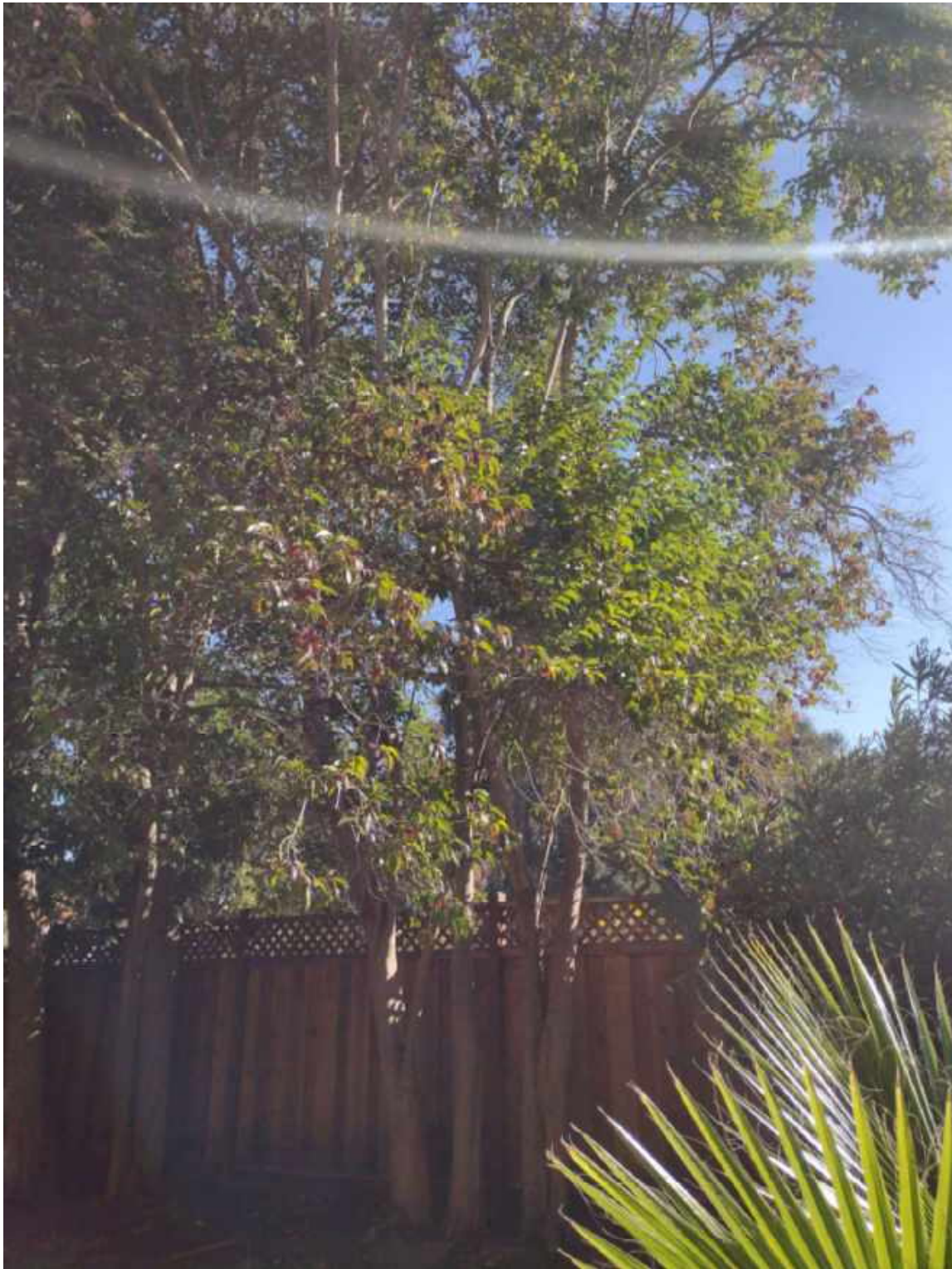


Image 10: privet #10

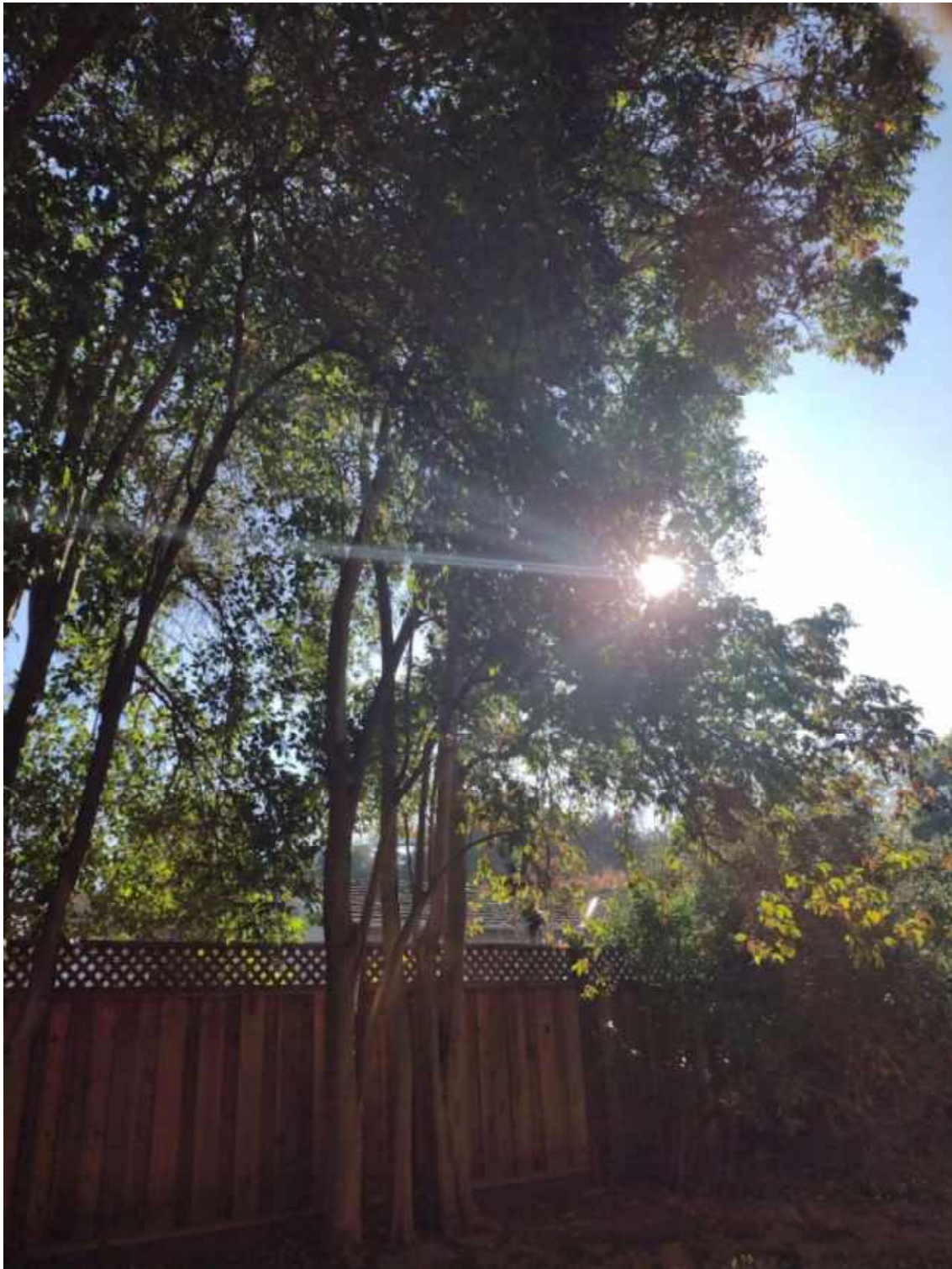


Image 11: oleander #11



Image 12: shrub #12

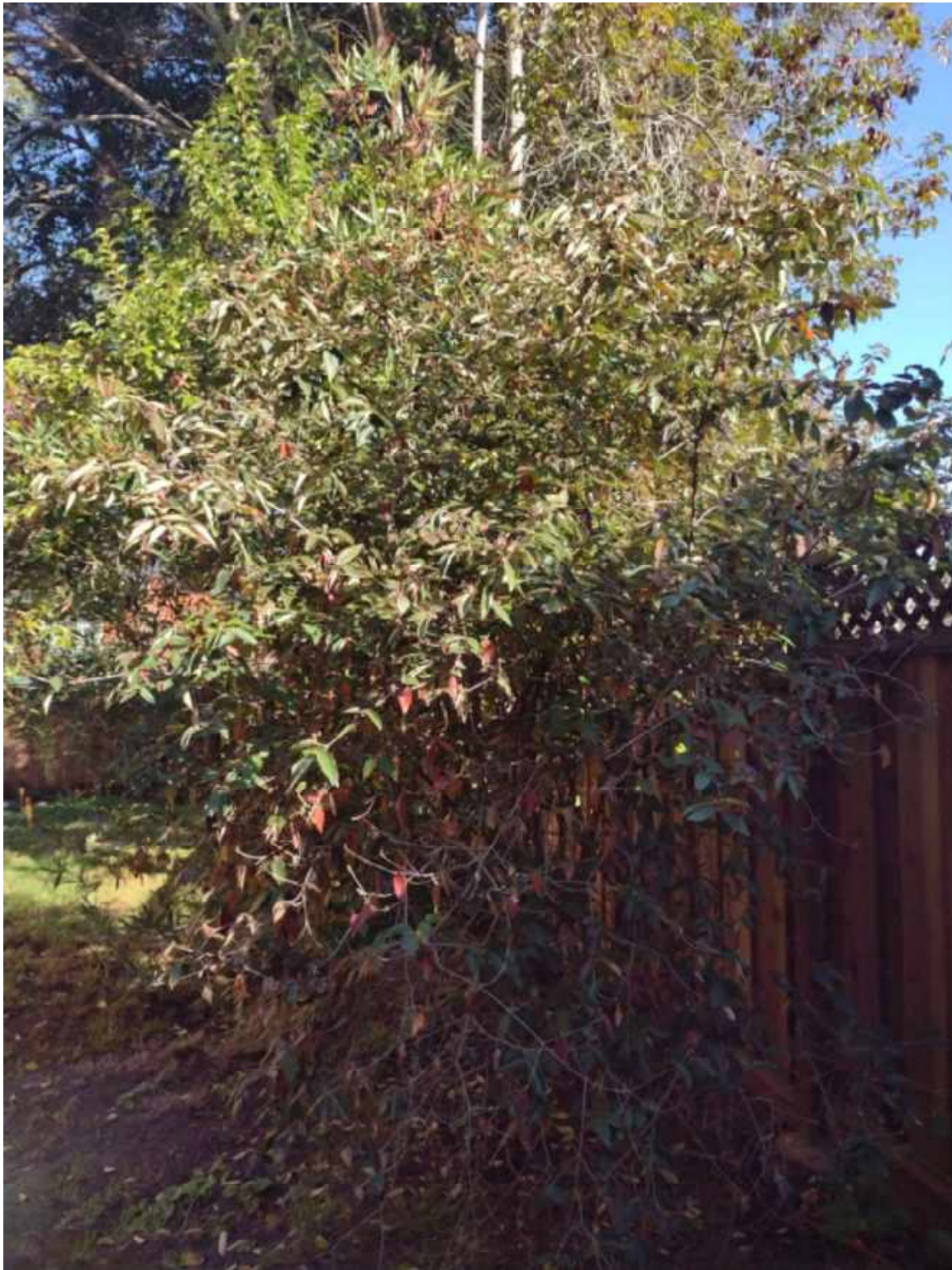


Image 13: tree fern #13



Image 14: strawberry tree #14

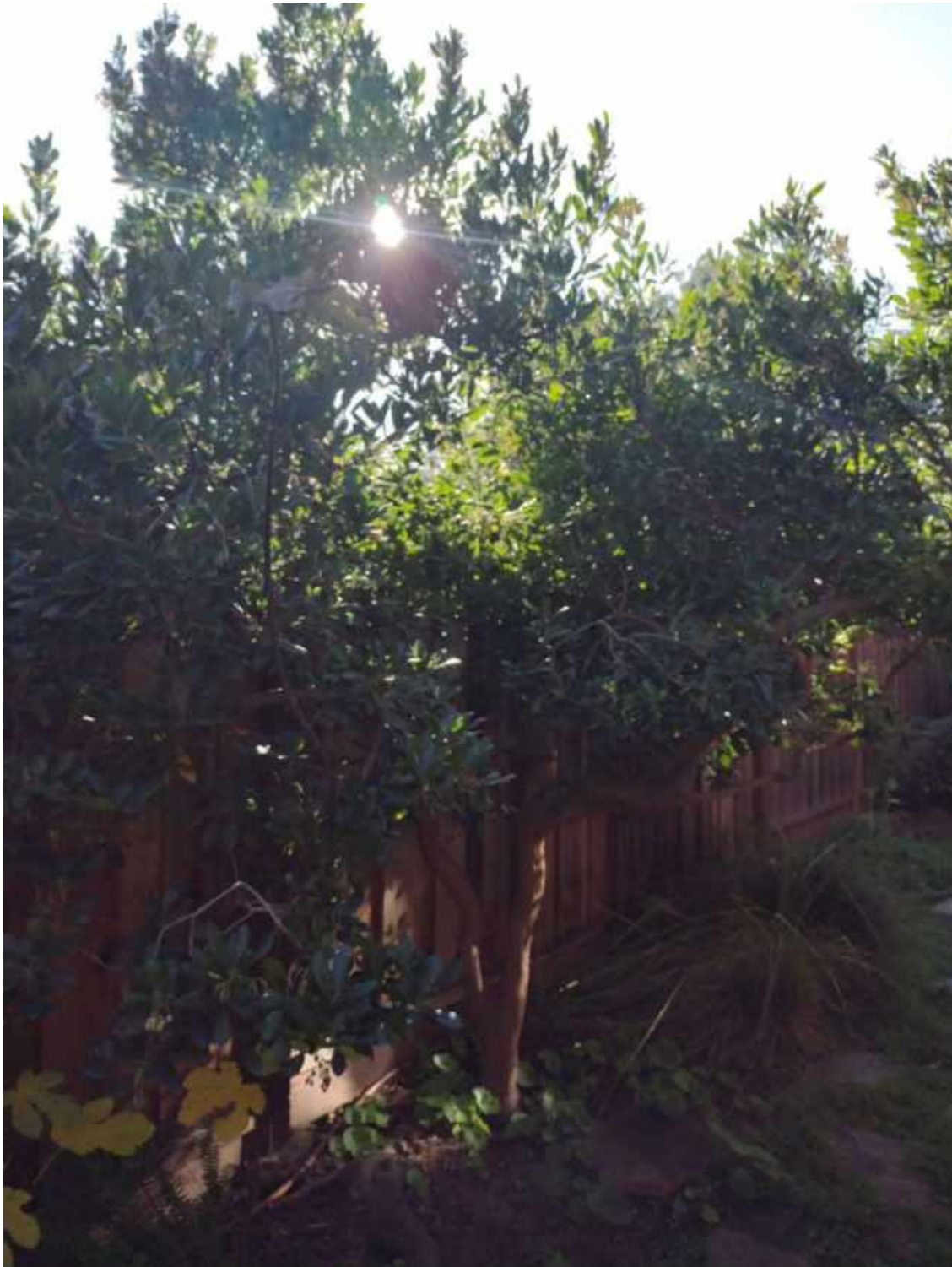


Image 15: Chinese elm #15

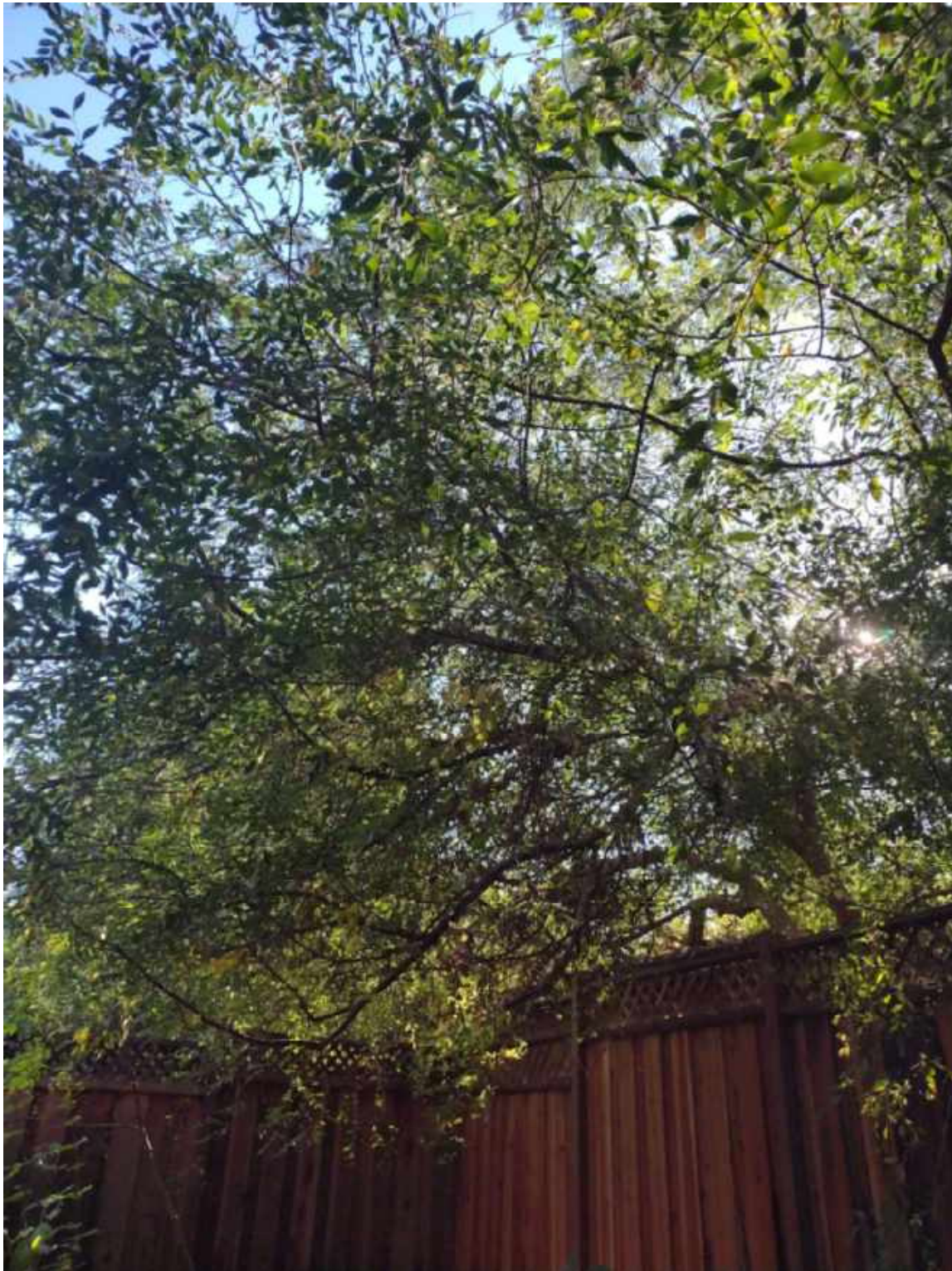


Image 16: Chinese elm #16



Image 17: coast redwood #17



Image 18: bay laurel #18

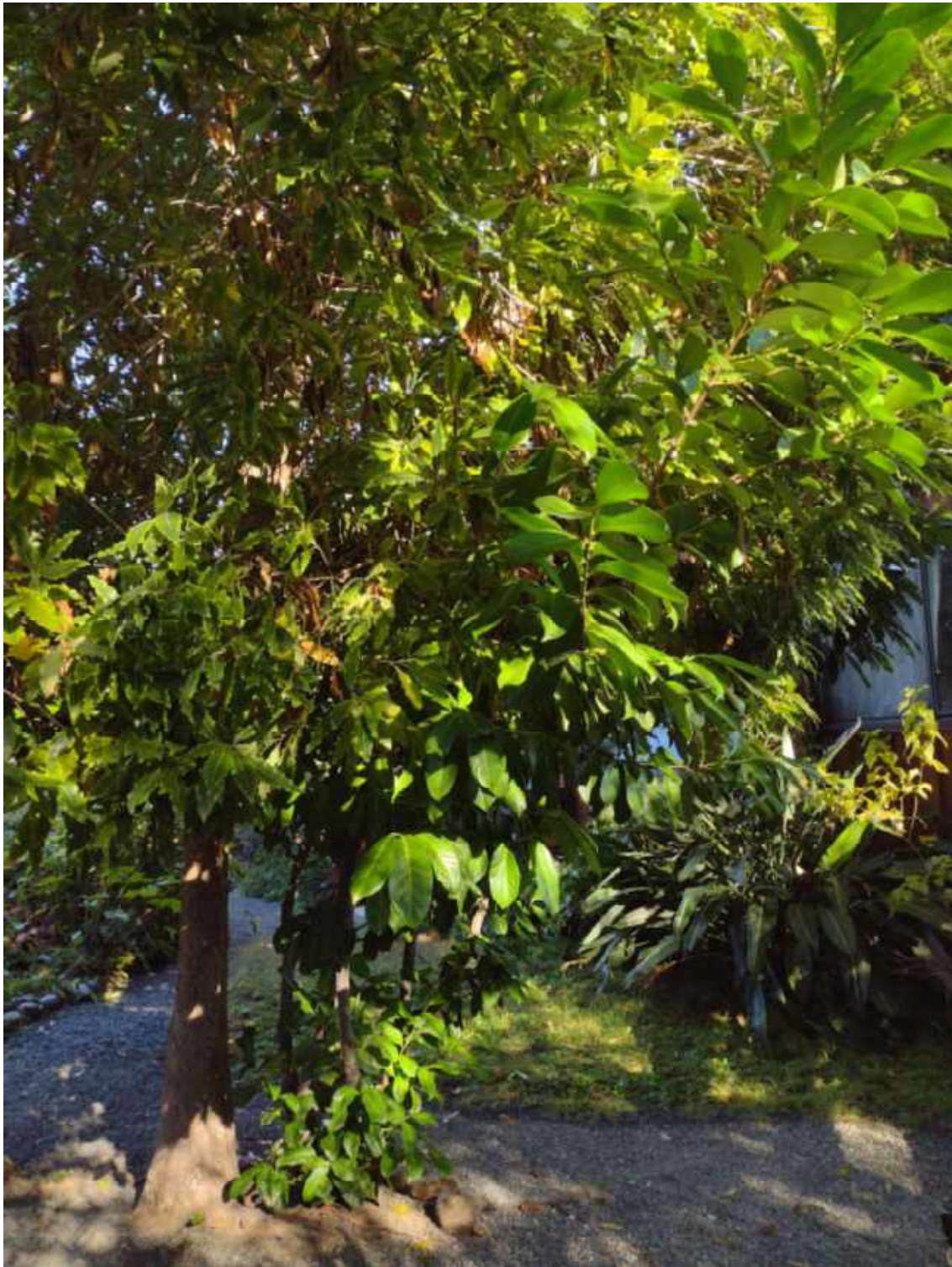


Image 19: pittosporum #19

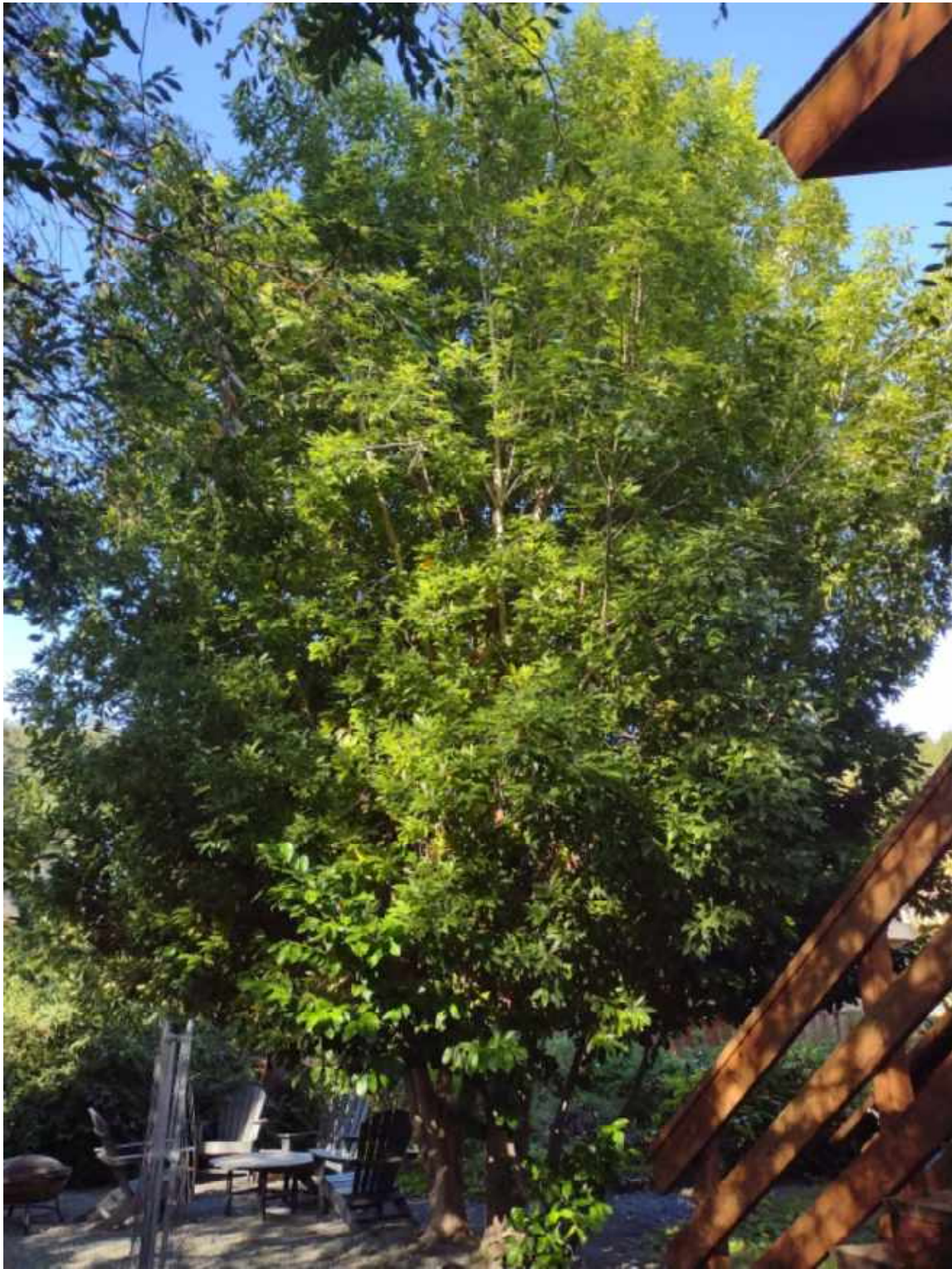


Image 20: pittosporum #20



Image 21: persimmon #21



Image 22: pittosporum #22



Image 23: coast live oak #23



Respectfully submitted,



Katherine Naegele

She/Her

Consulting Arborist

Master of Forestry, UC Berkeley

International Society of Arboriculture Certified Arborist #WE-9658A

ISA Tree Risk Assessment Qualification Credentialed

American Society of Consulting Arborists, Member

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[Yelp](#)



Terms of Assignment

The following terms and conditions apply to all oral and written reports and correspondence pertaining to the consultations, inspections, and activities of Aesculus Arboricultural Consulting:

1. All property lines and ownership of property, trees, and landscape plants and fixtures are assumed to be accurate and reliable as presented and described to the consultant, either orally or in writing. The consultant assumes no responsibility for verification of ownership or locations of property lines, or for results of any actions or recommendations based on inaccurate information.
2. It is assumed that any property referred to in any report or in conjunction with any services performed by Aesculus Arboricultural Consulting is in accordance with any applicable codes, ordinances, statutes, or other governmental regulations, and that any titles and ownership to any property are assumed to be good and marketable. The existence of liens or encumbrances has not been determined, and any and all property is appraised and/or assessed as though free and clear, under responsible ownership and competent management.
3. All reports and other correspondence are confidential and are the property of Aesculus Arboricultural Consulting and its named clients and their assigns or agents. Possession of this report or a copy thereof does not imply any right of publication or use for any purpose, without the express permission of the consultant and the client to whom the report was issued. Loss, removal, or alteration of any part of a report invalidates the entire appraisal/evaluation.
4. The scope of any report or other correspondence is limited to the trees and conditions specifically mentioned in those reports and correspondence. Aesculus Arboricultural Consulting assumes no liability for the failure of trees or parts of trees, inspected or otherwise. The consultant assumes no responsibility to report on the condition of any tree or landscape feature not specifically requested by the named client.
5. All inspections are limited to visual examination of accessible parts, without dissection, excavation, probing, boring or other invasive procedures, unless otherwise noted in the report, and reflect the condition of those items and features at the time of inspection. No warranty or guarantee is made, expressed or implied, that problems or deficiencies of the plants or the property will not occur in the future, from any cause. The consultant shall not be responsible for damages caused by any tree defects, and assumes no responsibility for the correction of defects or tree related problems.
6. The consultant shall not be required to provide further documentation, give testimony, be deposed, or to attend court by reason of this appraisal/report unless subsequent contractual arrangements are made, including payment of additional fees for such services as set forth by the consultant or in the fee schedule or contract.
7. Aesculus Arboricultural Consulting makes no warranty, either expressed or implied, as to the suitability of the information contained in any reports or correspondence, either oral or written, for any purpose. It remains the responsibility of the client to determine applicability to his/her particular case.
8. Any report and the values, observations, and recommendations expressed therein represent the professional opinion of the consultant, and the fee for services is in no manner contingent upon the reporting of a specified value nor upon any particular finding.
9. Any photographs, diagrams, charts, sketches, or other graphic material included in any report are intended solely as visual aids, are not necessarily to scale, and should not be construed as engineering reports or surveys unless otherwise noted in the report. Any reproduction of graphic material or the work product of any other persons is intended solely for clarification and ease of reference. Inclusion of said information does not constitute a representation by Aesculus Arboricultural Consulting as to the sufficiency or accuracy of that information.

Tree # (23 total)	Common Name	Species	DBH (in.)	Vitality (0-3)	Structure (0-3)	Heritage Tree - 9	Street Tree - 0	Off-Site Tree - 5	Suitability for preservation (0-3) Remove - 3	Appraised Value (worksheets available upon request)	Species Construction Tolerance (1 = poor, 3 = good)	CRZ radius (ideal; ft. from center of trunk)	TPZ radius (ideal; ft. from center of trunk)	Expected Impacts	Notes	
1	Apple	Malus domestica	4.9	3	3				3	-	-	0.0	0.0	-	-	
2	Canary Island date palm	Phoenix dactylifera	38.0	3	3	X			3	\$13,125.00	2' beyond trunk edge	0.0	3.6	Minimal from construction access	-	
3	Southern magnolia	Magnolia grandiflora	17.0	3	3	X		X	3	\$6,700.00	1	5.0	17.0	Minor to moderate from ADU foundation	-	
4	Privet	Ligustrum lucidum	12.1	3	1				2	-	-	0.0	0.0	-	-	
5	Privet	Ligustrum lucidum	16.2	3	1	X			2	X	\$3,610.00	3	4.7	8.1	Incompatible with ADU	Appears to have been maintained as a shrub early in life
6	Privet	Ligustrum lucidum	17.9	3	1	X			2	X	\$1,890.00	3	5.2	9.0	Incompatible with ADU	Appears to have been maintained as a shrub early in life
7	Privet	Ligustrum lucidum	15.8	3	1	X			2	X	\$3,430.00	3	4.6	7.9	Incompatible with ADU	Appears to have been maintained as a shrub early in life
8	Privet	Ligustrum lucidum	10.3	3	1				2	-	-	0.0	0.0	-	-	
9	Privet	Ligustrum lucidum	6.8	3	1				2	-	-	0.0	0.0	-	-	

Tree # (23 total)	Common Name	Species	DBH (in.)	Vitality (0-3)	Structure (0-3)	Heritage Tree - 9	Street Tree - 0	Off-Site Tree - 5	Suitability for preservation (0-3) Remove - 3	Appraised Value (worksheets available upon request)	Species Construction Tolerance (1 = poor, 3 = good)	CRZ radius (ideal; ft. from center of trunk)	TPZ radius (ideal; ft. from center of trunk)	Expected Impacts	Notes
10	Privet	Ligustrum lucidum	11.6	3	1				2	-	-	0.0	0.0	-	-
11	Oleander	Nerium oleander	8.5	3	1				2	-	-	0.0	0.0	-	-
12	Shrub	Unknown	5.6	3	1				2	-	-	0.0	0.0	-	-
13	Tree fern	Unknown	13.3	3	3				3	-	-	0.0	0.0	-	-
14	Strawberry tree	Arbutus unedo	5.0	3	2				3	-	-	0.0	0.0	-	-
15	Chinese elm	Ulmus parvifolia	15.0	3	2	X		X	3	\$7,300.00	3	4.4	7.5	None	-
16	Chinese elm	Ulmus parvifolia	15.0	3	2	X		X	3	\$5,200.00	3	4.4	7.5	None	-
17	Coast redwood	Sequoia sempervirens	60.0	2	3	X		X	3	\$70,700.00	3	17.5	45.0	Minimal from construction access	-
18	Bay laurel	Laurus nobilis	8.7	3	2				3	-	-	0.0	0.0	-	-
19	Pittosporum	Pittosporum sp.	10.5	3	2				3	-	-	0.0	0.0	-	-
20	Pittosporum	Pittosporum sp.	13.3	3	2				3	-	-	0.0	0.0	-	-
21	Persimmon	Diospyros kaki	13.1	2	2				2	-	-	0.0	0.0	-	-
22	Pittosporum	Pittosporum sp.	8.0	3	2				3	-	-	0.0	0.0	-	-

Tree # (23 total)	Common Name	Species	DBH (in.)	Vitality (0-3)	Structure (0-3)	Heritage Tree - 9	Street Tree - 0	Off-Site Tree - 5	Suitability for preservation (0-3)	Remove - 3	Appraised Value (worksheet available upon request)	Species Construction Tolerance (1 = poor, 3 = good)	CRZ radius (ideal; ft. from center of trunk)	TPZ radius (ideal; ft. from center of trunk)	Expected Impacts	Notes
23	Coast live oak	Quercus agrifolia	16.0	3	3	X		X	3		\$8,200.00	3	4.7	8.0	Minimal from construction access - may need pruning for construction vehicle clearance, if large vehicles will be used	-

*Kelly Fergusson
168 Oak Court
Menlo Park, CA 94025
(415) 405-6673*

December 4, 2022

Lusann Wang and Stephen Granger-Bevan
1143 Woodland Avenue
Menlo Park, CA 94025

Hi Lusann & Stephen –

Thank you for keeping the lines of communication open and continuing the dialogue regarding your proposed new dwelling unit -- initially in July, then again in August, and now most recently at my place on November 3. I am writing this letter to formalize my concerns discussed during our November 3 meeting.

I want to express my serious concerns about the new unit as currently proposed in your front setback, immediately adjoining the center of my backyard. I really appreciate that you erected “Story Poles” to show the outline of the structure. However, the story poles demonstrate the structure to be even more overwhelmingly intrusive than I had previously imagined.

My original house was built in the late 1950s with a modern, passive solar design, with the south wall comprised of windows facing the backyard. We retained the essentials of this design in our 2007 remodel. The backyard patio is a focal point of the living area in both form and function, and we use it daily for dining and recreation. Your proposed new structure would dominate the setting, stripping my domicile of its privacy, seclusion, and charm. The structure would have a dramatic negative impact on the quality of our enjoyment of our property. I can only ask you to consider: if the roles were reversed, would this proposal sound reasonable? To me, it is clearly unreasonable.

Given the elevation of the floor level of the new structure (which I presume would match the floor level of your primary structure – about 4 to 6 feet above grade), your proposed development would cause an interference with our privacy and the use of our home as well as backyard. Residents approaching the unit would have views of our master bedroom, secondary bedroom, and studio. Bedroom #2 will have views into our living/dining great room, patio, and studio. One wishes to have to have a home in which one can utilize every room, however your proposed development would negatively impact the use of many of the rooms in our house.

As the fiduciary for my children’s assets, it is my obligation to preserve what my late husband and I worked our whole lives to earn. Out of concern for the impact of the proposed structure on my property value, I asked Jackie Copple, MBA, realtor for Coldwell Banker Realty in Menlo Park with 30 years of selling property in Menlo Park and the mid-peninsula to evaluate the impact. Her evaluation is attached,

and concludes the damage to my property value from the proposed structure will amount to a loss of \$340,000 to \$360,000.

According to Section 16.82.030 of Menlo Park's Zoning Ordinance, in order to grant the Use Permit for your application the planning commission must make findings that the new structure ***will not "be detrimental to the... comfort and general welfare of the persons residing*** or working in the neighborhood of such proposed use" and that it will ***not be "injurious or detrimental to property*** and improvements in the neighborhood". Given the facts of the matter, such findings will be very difficult to make, since the loss of property value is indeed "injurious", and the impacts indeed "detrimental".

Section 16.79.050 of the Zoning Code for detached ADUs in Single-Family areas states: "The ADU shall comply with the front yard setback applicable to the primary dwelling." My main concerns are with the placement of the structure in the 20 foot front setback of your property, and its height. I would support a proposal, however, that was sited outside of the front setback and had a lower profile. That would likely preclude you from using a prefabricated structure, and instead require developing a customized design. A new design will still have significant noise and air pollution (vehicle parking), and possibly visual (bulk, light) impacts on my property, but would be preferable to the current proposal. I will also note there is twice as much space on the other side of your house to locate the unit.

As a bold housing advocate myself, having changed Menlo Park's zoning to allow thousands of additional housing units during my service on the planning commission (2002-2004) and city council (2004-2012), I strongly believe in the need for more housing in Menlo Park, including ADUs. However, the Use Permit process is designed to be a check on proposals that negatively impact neighbors. I am very hopeful you will revise your proposal to address my concerns.

Sincerely,



Kelly Fergusson
168 Oak Court, Menlo Park

Copy to: Chris Turner, Menlo Park Planning Department

PS Having reviewed your Use Permit Application as submitted to the City, I note that the North Arrow on the Page 1 site plan remains incorrectly oriented despite our discussion with your architect about this when we met in August. The North Arrow should point left on the Page 1 Site Plan, since your property is directly south of mine. I worry the city staff and planning commission may be misled about the sunlight impacts on my property because of this error. North is correctly shown on Page 16 of your plans.



COLDWELL BANKER
REALTY

COLDWELL BANKER REALTY

1125 Merrill Street | Menlo Park, CA 9402

10/14/2022

Kelly Fergusson
168 Oak Court
Menlo Park, CA 94025

Dear Kelly:

Thank you for this opportunity to be of service to you. I am responding to your inquiry as to the potential effect on the market value of your home if your back-door neighbor builds a detached accessory dwelling a mere four feet from your joint property line.

You have provided me with a letter dated June 17, 2022 from Casita, a builder of ADU's, entitled Project Description and Location Justification, regarding the Yang Residence at 1143 Woodland Avenue, Menlo Park, CA. I am not sure of the accuracy of all the statements therein, but I was able to view the orange streamers and poles laying out where the proposed ADU would be placed. It is immediately across the fence from almost the entire back of your house.

Your house at 168 Oak Court has an open floor plan, such that as a person walks in the front door, they are met with a wall of floor to ceiling windows viewing onto your lovely back newly expanded patio and yard. This proposed ADU structure, were it built, would in my opinion be the new focus of your dining room, living room, patio, and downstairs bedroom facing the backyard. In my opinion, this is detrimental to the value of your property, and injurious to you as the owner. In order to determine on this loss, we first have to value 168 Oak Court.

I have attached a Market Analysis Summary of residential properties currently for sale and sold within the last six months. We have gone through a bit of a market shift since the Fed began increasing the interest rates, and there have been fewer sales in all price ranges since June.

The property that is most comparable to Oak is the first sold listing, 2040 Menalto, with the exception that Menalto will be a new home. Both are four bedroom houses, according to the county records, around 2300 square feet, and are on gated properties. 168 Oak Court has one more bathroom, and an 8400 square foot lot vs 5452 square feet for 2040 Menalto. Please note that 168 Oak Court has two additional permitted rooms that qualify as bedrooms with closets: an office and a music room.

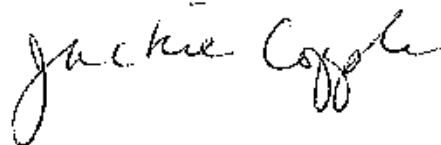
2040 Menalto sold for \$3,850,000 and closed escrow 7/26/22. The median sales price for all sales was \$3,075,000. The average sales price was \$3,136,000. Since 168 Oak Court has a 35% larger lot than Menalto, I would estimate today's market value conservatively at **\$3,400,000 to \$3,600,000.**

As a realtor with over 30 years' experience selling homes in Menlo Park and the SF mid-peninsula, I usually see that a location discount is anywhere from 8-12%. This would be, for example, if the home were on a busy street. In this instance, with Oak and the ADU, I would say that the loss of privacy and visual intrusion into the backyard, and in fact the main living area as well, is equivalent to a location discount.

Therefore, I would say that the potential loss in value of your home, were this ADU be built in this location and four feet from your property line, would be **\$340,000 to \$360,000.**

I hope this analysis has been helpful in your discussion with your neighbor.

Always,

A handwritten signature in cursive script that reads "Jackie Copple".

Jackie Copple, MBA
Realtor, CRS, SRES
Senior Marketing Specialist
Coldwell Banker Realty
1125 Merrill Street
Menlo Park, CA 94025
650-465-9160

Turner, Christopher R

From: J Hanley <jhanley741@gmail.com>
Sent: Tuesday, April 18, 2023 3:17 PM
To: Turner, Christopher R
Cc: _Planning Commission
Subject: Use Permit with Variance, for 1143 Woodland Ave

CAUTION: This email originated from outside of the organization. Unless you recognize the sender's email address and know the content is safe, DO NOT click links, open attachments or reply.

Tuesday, 18th April 2023

ref: PLN2022-00047, Ordinance 16.82.010 .. 030, parcel 063425590

Dear Commissioners:

We are John & Laura Hanley of 1141 Woodland Ave., which for 219 feet is adjacent to the Yang residence at 1143 Woodland.

You have discretion to not grant a Use Permit that includes a Variance. We ask that you not grant 1143's request. We believe the project proposes a use which would not be properly integrated into the community in this specific location, and would be detrimental to the health, safety, comfort and general welfare of the persons residing adjacent.

current use

In 2013 we purchased 1141 with an access easement to the adjacent Sloo single family residence, where a single family resided. We bought into our obligations, and our neighbors used our property with care when accessing 1143. The Sloo's created a duplex without permits, to accommodate their elderly parent, partitioning two separate kitchens with a wall.

In 2018 the Sloo's sold to Lusann Yang and Stephen Granger-Bevan. Subsequently they offered space to a changing set of three adult renters. From what we observe we believe that a partitioned duplex is the current use pattern.

traffic

With this higher occupancy, vehicle traffic in our driveway became faster and more frequent, due to residents, visitors, and vendors. We see vendors backing up at speed, due to the lack of turnaround. This happens in both directions, as sometimes a driver discovers this surprising situation only after visiting 1143. This impacts our safety as we exit our garage, leading to some near misses. Lusann and Stephen advise us that they cannot control the behavior of other driveway users.

In 2013 we purchased a lot with a Private Driveway that did not appear on digital maps. Residents at 1143 arranged for Google Maps to show our driveway as an Unnamed Road. Vendors immediately started zipping down it at 20 mph, just as on the public Woodland Avenue. Clouds of dust raised by these trucks waft through our sliding glass doors into the dining room, so we seldom dine with them open any more.

maintenance

We use a portion of our driveway. The access easement requires us to shoulder half the cost of all driveway maintenance. Approving this variance will increase both traffic and maintenance costs, taxing us for their traffic.

security

We have reported theft and vandalism in our driveway and have seen trespassers peering in our windows especially around Christmas, so we try to keep an eye out for unknown individuals who are on our driveway. This becomes harder with the growth of a revolving collection of residents, many of whom we never meet.

parking

Current residents at 1143 have four automobiles and two accessible uncovered parking spaces. A garage exists which they do not use and which is blocked by vehicles in the uncovered parking spaces.

The project plans submitted to the city indicate the new ADU will have two uncovered parking spots, but this is the same parking currently used by existing residents. (Please attached photo). The problem is already so acute that Lusann regularly parks in Palo Alto to ensure her car is accessible. With the new construction several more cars could be brought onto the property with no new parking.

We are concerned that development which exacerbates the existing tight parking will increase vendor traffic to accommodate residents who have trouble visiting a store and so will prefer to click to order.

fire access

No sprinklers are installed at 1143, and none appear in the project plan for the ADU. The longer a structure fire at 1143 burns out of control, the greater the risk of damage to neighboring structures. Resident and vendor vehicles sometimes stack up in the driveway, which can prevent fire equipment from closely approaching the structure.

The closest hydrant is 420 hose feet away from the proposed site. Parking and the proposed new improvement restrict easy access to fight a fire in either structure. The submitted plans will increase the fire hazard.

future owners

The decisions we make today last long into the future. We do not look forward to how future owners will use this property with three distinct dwellings and no discernable front yard. When 1143 is sold the easement will survive, burdening us and our successors.

Thank you for your kind attention, and for careful use of the discretion the ordinance affords you. Should a better understanding of details be desired, we are happy to meet with any or all Commissioners or Staff at our home, at your convenience.

Sincerely,

John & Laura Hanley





STAFF REPORT

Planning Commission

Meeting Date:

4/24/2023

Staff Report Number:

23-029-PC

Regular Business:

Consider and adopt a resolution to approve two Below Market Rate (BMR) Housing Agreements for previously approved projects located at 506-558 Santa Cruz Avenue/1125 Merrill Street and 1162-1170 El Camino Real

Recommendation

Staff recommends that the Planning Commission adopt a resolution to approve two Below Market Rate (BMR) Housing Agreements for previously approved projects located at 506-558 Santa Cruz Avenue/1125 Merrill Street and 1162 El Camino Real, included as Attachment A. The BMR Housing Agreements are included as Exhibits A and B of Attachment A.

Policy Issues

Each below market rate housing agreement is considered individually on a project-by-project basis. The Planning Commission should consider whether the proposal would be in compliance with the BMR Housing Ordinance and the BMR Housing Guidelines.

Background

506 – 558 Santa Cruz Avenue/1125 Merrill Street

On May 14, 2018, the Planning Commission unanimously approved three separate, but coordinated, mixed-use development projects located on contiguous properties at 506-540 Santa Cruz Avenue, 556-558 Santa Cruz Avenue, and 1125 Merrill Street, commonly referred to as the 506-556 Santa Cruz Avenue/1125 Merrill Street project, in the El Camino Real/Downtown Specific Plan Area (“Santa Cruz Project”). The Santa Cruz Project components for the three developments are summarized below in Table 1. For reference, the May 14, 2018 Planning Commission staff report, including the plans for the Santa Cruz Project, are included via hyperlink as Attachment B.

Table 1: 506-556 Santa Cruz Avenue/1125 Merrill Street Project Summary

Address	Residential units	Retail square footage	Non-medical office square footage
506-540 Santa Cruz Avenue	3	3,567	10,422
556-558 Santa Cruz Avenue	4	1,050	7,438
1125 Merrill Street	2	0	4,366
TOTAL	9	4,617	22,226

As part of the Santa Cruz Project entitlements, the Planning Commission approved a BMR agreement (“Original Santa Cruz BMR Agreement”) that comprehensively considered the three developments. During the project review, the applicant requested the option to provide off-site BMR units because providing on-site BMR units as part of the development raised financial feasibility and operational challenges. Although only ten (10) percent of the total number of units in the Santa Cruz Project, or 0.9 units, were required, the applicant proposed to provide two (2) units off-site to compensate the City for the delay in providing the units if the applicant selected that option.

The Original Santa Cruz BMR Agreement (Attachment C) provides that before the first residential unit in the Santa Cruz Project received its certificate of occupancy, the applicant would opt for one of the following: 1) to designate one on-site unit as a BMR unit, 2) enter into and record a BMR Agreement requiring the applicant to provide two off-site BMR units at a future residential project site (to be developed by an entity affiliated with the applicant) located at 1162-1170 El Camino Real (“1162 ECR Project”), or 3) pay an in-lieu fee for two (2) BMR units. For option #2, the Original Santa Cruz BMR Agreement included a provision that the off-site BMR units must be ready for occupancy within two years of receipt of the certificate of occupancy for the last residential unit at the Santa Cruz Project to help minimize significant delays in the fulfillment of the BMR obligation or pay a residential in-lieu fee for the two units.

The Santa Cruz Project has been constructed and the last residential unit received a certificate of occupancy on June 17, 2021. The development includes commercial tenants such as Philz Coffee, Little Sky Bakery, Coldwell Banker Realty and other office uses. To comply with the Original Santa Cruz BMR Agreement, the applicant must provide the two off-site units at 1162 El Camino Real or conduct a residential in-lieu analysis and pay the fee by June 17, 2023. The parties understood that off-site units would be provided but did not record the BMR Agreement for the 1162 ECR Project at the time of certificate of occupancy for the Santa Cruz Project.

1162 – 1170 El Camino Real

On February 22, 2021, the Planning Commission unanimously approved the 1162 ECR Project, a nine-unit residential development located at 1162 – 1170 El Camino Real. For reference, the Planning Commission staff report, including the project plans, are included as Attachment D. As part of the 1162 ECR Project entitlements, a BMR agreement was approved for three BMR units, including one BMR unit for the 1162 ECR Project to comply with the City’s BMR Ordinance and the two offsite BMR units from the Santa Cruz Project. Table 2 includes a summary of the approved BMR units and the locations are shown in the approved BMR Agreement included in Attachment D.

Unit type	Household income	Quantity
Studio	Very-low income	1
One bedroom, one bathroom	Low-income	1
Two bedroom, two bathroom	Low-income	1

The previously existing buildings at the 1162 ECR Project site have been demolished and a building permit for the development has been submitted for review, but has not been issued.

Analysis

The applicant for the Santa Cruz Project and its affiliate developer (the applicant for the 1162 ECR Project) are requesting to extend the timeline to deliver the three BMR units at the 1162 ECR Project given the pending June 2023 deadline to either deliver the off-site units or pay the residential in-lieu fee, and adapt the agreements to conform to the present facts. Staff is proposing two (2) BMR agreements, one for each project. The new BMR agreement for the Santa Cruz Project is referred to as the “Santa Cruz BMR Agreement” and included as Exhibit A in Attachment A and the BMR agreement for the 1162 ECR Project is referred to as the “1162 ECR BMR Agreement” and included as Exhibit B in Attachment A. The Santa Cruz BMR Agreement and the 1162 ECR BMR Agreement are collectively the “BMR Agreements.”

The key components of the BMR Agreements include:

- Transfer the Santa Cruz Project obligation to provide two off-site BMR units to the 1162 ECR Project and set a deadline of two (2) years from the effective date of the 1162 ECR BMR Agreement for providing those off-site BMR units. If that deadline is not met, the applicant for the 1162 ECR Project must pay the residential in-lieu fee.
- The two year deadline could be extended by up to one year if the City Manager or their designee determines that the Owner is diligently pursuing construction of the two Santa Cruz BMR units.
- Record a new Santa Cruz Project BMR Agreement that supersedes the Original Santa Cruz BMR Agreement, releases the Santa Cruz Project of its BMR obligations because no BMR units are located there, and states that the Santa Cruz Project’s BMR obligations will be satisfied under the 1162 ECR BMR Agreement.
- Require the 1162 ECR BMR Agreement to be executed and recorded within 30 days of action by the Planning Commission. The Santa Cruz BMR Agreement is required to be recorded within 10 business days of the recording of the 1162 BMR agreement.
- Update the methodology for calculating the residential in-lieu fee for consistency with the current BMR Guidelines.
- Establish milestones for initiating the in-lieu fee analysis in order to ensure that the analysis is completed before the end of the two-year time period.
- No changes to the number, size or household income category from the original project approvals.

Housing Commission Review

On April 3, 2023, the Housing Commission reviewed the proposed Santa Cruz BMR Agreement and the 1162 ECR BMR Agreement and provided a recommendation that the Planning Commission approve the BMR Agreements. The motion was unanimously supported by those members present (5-0, 2 absent). During the Housing Commission’s discussion, a few Commissioners asked clarifying questions about the original proposal, the delayed timeline, and whether an in-lieu fee or housing production was better. To clarify, staff noted that the Original Santa Cruz BMR Agreement had already included a provision to allow off-site unit BMR units to be built as part of the 1162 ECR project, and included an increase in the number of BMR units from 0.9 to 2 units. These terms were incorporated in the 1162 ECR Agreement, but the time to deliver the BMR units or pay the in-lieu fee would be extended under the proposed BMR Agreements and the applicant of the 1162 ECR Project would be responsible for providing the BMR units or paying the in-lieu fee. The applicant noted that the entitlement process took over two years and the building permit review is taking longer than anticipated, but they are still committed to the 1162 ECR Project. A few of the Commissioners expressed a preference for development of BMR units over the payment of in-lieu fees.

Correspondence

Staff has not received written correspondence on this item as of publication of the staff report.

Conclusion

Staff and the Housing Commission are recommending that the Planning Commission recommend approval of the Santa Cruz BMR Agreement and the 1162 ECR BMR Agreement in order to extend the timeline for delivery of the two BMR units for the Santa Cruz Project. This extension would preserve the ability to incorporate the two off-site BMR units from the Santa Cruz Project into the future 1162 ECR Project rather than require the payment of the residential in-lieu fee, which would be deposited into the City's BMR fund, at this time. While the BMR funds are used to assist with future production and preservation of affordable housing units, the construction of affordable housing units (versus payment of an in-lieu fee) is often preferred when there is a known development project. The development of new affordable housing units would also help meet the City's 2023-2031 regional housing needs allocation (RHNA) requirement. In the absence of development at the 1162 ECR Project site, the applicant would be obligated to pay the in-lieu fee for the Santa Cruz Project based upon an analysis performed between 14-18 months of the effective date of the agreement. The additional units at the 1162 ECR Project site would provide much needed affordable units in a desirable location near the Downtown and El Camino Real corridor and in close proximity to a transit station. No other aspects of the 1162 ECR Project or Santa Cruz Project are proposed to change.

Impact on City Resources

The 1162 ECR Project applicant is required to pay fees based on the City's Master Fee Schedule to fully cover the cost of staff time spent on the review of the project.

Environmental Review

The Santa Cruz Project and the 1162 ECR Project each were previously reviewed for conformance with the Specific Plan EIR and City found that the Santa Cruz Project and the 1162 ECR Project each would not result in greater impacts than were identified in the Specific Plan EIR. Approving the BMR Agreements does not alter the original project approvals and/or environmental analysis for the Santa Cruz Project or the 1162 ECR Project.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Resolution
 - a. Exhibit A: Proposed Santa Cruz BMR Agreement
 - b. Exhibit B: Proposed 1162 El Camino Real BMR Agreement
- B. Hyperlink: Planning Commission staff report 506-556 Santa Cruz Avenue/1125 Merrill Street:
https://www.menlopark.org/DocumentCenter/View/17518/F5---1125-Merrill_506-SC_556-SC?bidId=
- C. Recorded Original Santa Cruz BMR Agreement
- D. Hyperlink: Planning Commission staff report 1162 El Camino Real:
https://www.menlopark.org/DocumentCenter/View/27406/F3_1162-ECR-Staff-Report?bidId=

Report prepared by:
Deanna Chow, Assistant Community Development Director

Report reviewed by:
Corinna Sandmeier, Principal Planner

Meghan Nihan, Senior Associate Attorney

PLANNING COMMISSION RESOLUTION NO. 2023-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK APPROVING (1) A BELOW MARKET RATE HOUSING AGREEMENT FOR A MIXED-USE RESIDENTIAL/RETAIL/OFFICE DEVELOPMENT AT 506-558 SANTA CRUZ AVENUE/1125 MERRILL STREET AND (2) A BELOW MARKET RATE HOUSING AGREEMENT FOR A NINE-UNIT RESIDENTIAL DEVELOPMENT AT 1162 EL CAMINO REAL IN THE EL CAMINO REAL/DOWNTOWN SPECIFIC PLAN AREA

WHEREAS, the City of Menlo Park (“City”) Planning Commission approved architectural control and a Below Market Rate (BMR) Housing Agreement for a mixed-use residential/retail/office development located at 506-558 Santa Cruz Avenue/1125 Merrill Street in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district on May 14, 2018, (collectively, the “Santa Cruz Project”). The Santa Cruz Project has since been built and the buildings are occupied;

WHEREAS, the City Planning Commission approved architectural control and a BMR Housing Agreement for a nine-unit residential development located at 1162 El Camino Real in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district on February 22, 2021 (the “1162 ECR Project”). The existing buildings have been demolished and the building permit for the 1162 ECR Project is currently under review.

WHEREAS, the Santa Cruz Project and the 1162 ECR Project are located in the El Camino Real/Downtown Specific Plan Area; and

WHEREAS, Sections 19.96.020 and 16.96.030 of the Menlo Park Municipal Code requires projects to mitigate the demand for affordable housing created by residential and commercial development projects; and

WHEREAS, the Santa Cruz Project includes over 10,000 square feet of retail and office uses and a residential portion of more than five residential units, and is therefore subject to the provisions of the BMR Housing Program (Chapter 16.96 of the Menlo Park Municipal Code); and

WHEREAS, the approved 1162 ECR Project includes more than five residential units, and is therefore subject to the provisions of the BMR Housing Program (Chapter 16.96 of the Menlo Park Municipal Code); and

WHEREAS, the original, recorded Santa Cruz Project BMR agreement included options for complying with the City’s BMR requirement, and the Applicant has requested to provide two low-income, off-site BMR units at the 1162 ECR Project site; and

WHEREAS, per the original, recorded Santa Cruz Project BMR Agreement, the two off-site BMR units must be provided within two years of certificate of occupancy of the last

residential unit at the Santa Cruz Project or the Applicant shall pay a residential in-lieu fee for two units; and

WHEREAS, the two year deadline for delivery of said two BMR units is June 17, 2023; and

WHEREAS, the Applicant for the Santa Cruz Project is requesting to extend the deadline to provide the two off-site, low-income units for the Santa Cruz Project at the 1162 ECR Project site through a revised Santa Cruz BMR Agreement (Exhibit A); and

WHEREAS, the Applicant for the 1162 ECR Project would be responsible for delivery of the two off-site, low-income BMR units within two years of the effective date of the new 1162 El Camino Real agreement or pay a residential in-lieu fee as determined by a fee analysis, and one very low-income BMR unit at the 1162 ECR Project per a revised BMR Agreement (Exhibit B); and

WHEREAS, the proposed extension of the BMR Housing Agreement was considered by the Housing Commission at its regular meeting on April 3, 2023, and was found to be consistent with the provisions of the BMR Housing Program; and

WHEREAS, the Planning Commission finds that the proposed two off-site low-income BMR units or payment of the a residential in-lieu fee for the Santa Cruz Project, and one very low-income BMR unit for the 1162 ECR Project are consistent with the provisions of the Below Market Rate Housing Program (Menlo Park Municipal Code Chapter 16.96) and the City's BMR Housing Guidelines because:

1. Section 16.96.020(b) of the Zoning Ordinance states that for residential projects of less than 20 units, not less than 10 percent of the units shall be provided to very low-, low- and moderate-income households. The Santa Cruz Project and the 1162 ECR Project meet or exceed the minimum requirement.
2. Furthermore, Section 4.2 of the BMR Guidelines provides provisions for off-site BMR units. Due to the gap in delivery of the off-site units, the Applicant proposes to increase the number of BMR units from 0.9 units to two units. The Applicant proposes to provide two low-income units and one very low-income unit, which exceeds the requirement for low income equivalent.
3. The proposed mix of units would be a mix of a studio, one-bedroom and two-bedroom unit, which is representative of the type and mix of units in the 1162 ECR Project.
4. The applicant would be required to pay the in-lieu fee should the off-site units not be delivered within two years of the effective date of the Agreement, subject to the applicable in-lieu fee rate determined by the analysis.

WHEREAS, the two projects required discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act ("CEQA," Public 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

WHEREAS, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the two projects; and

WHEREAS, the two projects were reviewed for conformance with the El Camino Real/Downtown Specific Plan Environmental Impact Report and found that proposed projects would not result in greater impacts than were identified in the Specific Plan; and

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

WHEREAS, at a duly and properly noticed public meeting held on April 24, 2023, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to taking action regarding the Project.

NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals. The Planning Commission has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the Planning Commission finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

Section 2. Approval of Below Market Rate Agreements.

Based upon the above findings, the BMR Agreement for the 1162 ECR Project and the BMR Agreement for the Santa Cruz Project are hereby approved. The Planning Commission hereby authorizes the City Manager to execute the BMR Agreements and all documents required to implement the BMR Agreements on behalf of the City.

Section 3. ENVIRONMENTAL REVIEW. The Planning Commission makes the following findings, based on its independent judgment after considering the Project, and having reviewed and taken into consideration all written and oral information submitted in this matter:

- A. The two projects were reviewed for conformance with the El Camino Real/Downtown Specific Plan Environmental Impact Report and found that proposed projects would not result in greater impacts than were identified in the Specific Plan. This action is consistent with and does not alter the original project approvals and/or environmental analysis.

Section 5. 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, Corinna Sandmeier, Principal Planner and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on April 24, 2023, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 24th day of April, 2023

Corinna Sandmeier
Principal Planner and Planning Commission Liaison
City of Menlo Park

Exhibits

- A. Proposed Santa Cruz BMR Agreement
- B. Proposed 1162 El Camino Real BMR Agreement

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

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

**BELOW MARKET RATE RENTAL HOUSING AGREEMENT
AND
RESCISSION OF RESTRICTIVE COVENANTS**

THIS BELOW MARKET RATE RENTAL HOUSING AGREEMENT AND RESCISSION OF RESTRICTIVE COVENANTS (“Agreement”) is entered into as of _____, 2023 (the “**Effective Date**”), by and between the **CITY OF MENLO PARK**, a California municipal corporation (“**City**”), and 500 SC Partners, LLC, a California limited liability company (“**500 SC**”), 556 SC Partners, LLC, a California limited liability company (“**556 SC**”), and Merrill Street Investors LLC, a California limited liability company (“**Merrill**”, and together with 500 SC and 556 SC collectively, “**Owner**”). City and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

A. 556 SC is the owner of that certain parcel of real property, having a current address at 556-558 Santa Cruz Avenue, Menlo Park, CA. Merrill is the owner of that certain parcel of real property, having a current address at 1125 Merrill Street, Menlo Park, CA. 500 SC has a long-term ground lease of that certain parcel of real property having a current address at 506-540 Santa Cruz Avenue, Menlo Park, CA (collectively, the “**Property**”), as more particularly described in Exhibit A attached hereto.

B. Following a duly noticed hearing on May 14, 2018, the City’s Planning Commission approved the demolition of existing commercial buildings on the Property and construction of three (3) non-medical office and residential mixed-use buildings with separate retail and café spaces, underground parking and associated site improvements (the “**Project**”), subject to certain terms and conditions (the “**Project Approvals**”). In relevant part, the Project Approvals permit the development of nine (9) residential units on the Property. The portion of the Property improved with residential units is hereinafter the “**Residential Portion**”.

C. The Project Approvals require the Owner to comply with Chapter 16.96 of the City’s Municipal Code (“**BMR Ordinance**”) and with the Below Market Rate Housing Program Guidelines (“**Guidelines**”) adopted by the City Council to implement the BMR Ordinance. The BMR Ordinance and Guidelines require Owner to execute and record an approved BMR Housing Agreement as a condition precedent to the issuance of a building permit for the Project.

D. On March 19, 2019, the Parties entered into that certain Affordable Housing Agreement and Declaration of Restrictive Covenants, recorded as Instrument No. 2019-020352 (“**Prior Agreement.**”) The Prior Agreement provided that Owner would either: (i) provide one (1) unit to be occupied exclusively by, and rented to, qualified Low Income Households (a “**Low Income Unit**”) on the Property; or (ii) construct two (2) Low Income Units on another property owned by 1162 El Camino Investors, LLC (“**Off-Site Property**”), an entity with which Owner is affiliated, no later than two (2) years after the last residential unit in the Project is approved for occupancy; or (iii) pay an in lieu fee equal to the cost of providing two (2) Low Income Units no later than two (2) years after the last residential unit in the Project is approved for occupancy.

E. The construction of the Residential Portion was completed and certificates of occupancy were issued in June 2021, and Owner elected not to provide a Low Income Unit at the Property.

F. Owner’s affiliate, 1162 El Camino Investors, LLC (“**Owner’s Affiliate**”) has experienced delays in development of the Off-Site Property, and Owner has requested additional time to determine if two (2) Low Income Units can be provided on the Off-Site Property. City desires to amend the Prior Agreement to grant this additional time because City would prefer to receive Low Income Units to meet affordable housing needs instead of receiving an in-lieu fee.

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

1. SUPERSEDURE AND RELEASE OF PRIOR AGREEMENT. This Agreement shall supersede the Prior Agreement and the Prior Agreement has no further force and effect. Owner is hereby discharged and released from any and all obligations undertaken by it pursuant to the Prior Agreement. The covenants and conditions of the Prior Agreement are hereby rescinded, cancelled and annulled.

2. IN LIEU FEE. If Owner’s Affiliate has failed to obtain certificates of occupancy for two (2) Low Income Units on the Off-Site Property within (2) years following the Effective Date of the Below Market Rate Rental Housing Agreement and Declaration of Restrictive Covenants (1162 El Camino Real) recorded against the Off-Site Property as Instrument No. _____ (“**Off-Site BMR Agreement**”), the terms of which are incorporated herein by this reference, Owner shall cause Owner’s Affiliate to pay City the In-Lieu Fee determined pursuant to the terms of the Off-Site BMR Agreement. This Agreement shall be recorded within ten (10) business days of the recording of the Off-Site BMR Agreement.

3. DEFAULT AND REMEDIES.

3.1 **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.

3.2 **Remedies.**

3.2.1 The occurrence of any Event of Default shall give the non-defaulting Party the right to proceed with an action in law or 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.

3.2.2 City and Owner acknowledge that the purpose of this Agreement is to allow the Owner to satisfy the requirements of the BMR Ordinance and Guidelines, as set forth in the recitals. City

and Owner agree that to determine a sum of money which would adequately compensate either Party for nonperformance of 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 Event of 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.

3.3 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.

3.4 Force Majeure. Subject to the Party's compliance with the notice requirements, 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.

3.5 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.

3.6 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.

3.7 **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.

3.8 **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 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.

4. GENERAL PROVISIONS

4.1 **Time.** Time is of the essence in this Agreement.

4.2 **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: 500 SC Partners, LLC, 556 SC Partners, LLC,
Merrill Street Investors LLC
975 High Street _____
Palo Alto, CA _____
94301 _____
Attention: Ventana Properties/Sarah Brown
With a copy to:
Sheppard Mullin
Four Embarcadero, 17th Floor
San Francisco, CA 94111
Attention: Jennifer Renk, Esq.

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.

4.3 **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 Project Approvals. No other person or persons, other than the City and the Owner and their assigns and successors, shall have any right of action hereon.

4.4 **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.

4.5 **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.

4.6 **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.

4.7 **Amendment.** This Agreement may not be changed orally, but only by agreement in writing signed by Owner and the City.

4.8 **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 Agreement as of the date and year set forth above.

OWNER:

500 SC Partners, LLC, a California limited liability company

By:

Date:

556 SC Partners, LLC, a California limited liability company

By:

Date:

Merrill Street Investors LLC, a California limited liability company

By

Date:

CITY:

CITY OF MENLO PARK,
a California municipal corporation

By:

Justin Murphy, City Manager

Date:

Exhibit A

Property Description

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

Beginning at a point in the Southwesterly line of the lands of Southern Pacific Railroad Company, distant thereon North 51° 52' 30" East 73.85 feet from its intersection with the Northwesterly line of Santa Cruz Avenue, formerly known as Golders Lane, said point of beginning being the most Easterly corner of a tract of land conveyed by Mary Louise Hall to Arthur Parker, by Deed dated September 2, 1899 and recorded February 9, 1900 in Book 84 of Deeds at Page 66, Records of San Mateo County; thence from said point of beginning South 51° 52' 30" East along said line of the Southern Pacific Railroad Company, 73.85 feet to the Northwesterly line of Santa Cruz Avenue; thence along the last mentioned line South 35° 16' 30" West 138.52 feet to the Northeasterly line of lands formerly of Maurice Dioze and Peter Darracq; thence North 58° 30' West parallel to the Northeasterly line of El Camino Real 175.12 feet to the Southerly line of the property now or formerly owned by John H. Sullivan; thence along the last mentioned line North 31° 30" East 50 feet; thence South 58° 30' East 104.58 feet and North 35° 13' 30" East 96.94 feet to the point of beginning.

APN: 061-441-040

BEGINNING at a point on the Northwesterly line' of Golders Lane, so call also known as Santa Cruz Avenue, distant thereon North 35° 30' East 107 feet from the intersection thereof with the Northeasterly line of El Camino Real, also known as the Main County Road, leading from San Francisco to San Jose; thence North 58° 30' West 206 feet 6.1 inches; thence North 31° 30' East 53 feet 3 inches to the most Westerly Corner of that certain parcel of land described in the Deed from D. H. Ryan to Mrs. Isabella Maxfield, dated July 30, 1869 and recorded December 4, 1869 in Book 10 of Deeds at page 284, Records of San Mateo County, California; thence South 58° 30 East, along the Southwesterly line of said Maxfield parcel, 210 feet 1-1/2 inches, more or less, to the North Westerly line of Santa Cruz Avenue; thence South 35° 30' West, along said line of Santa Cruz Avenue, 53 feet 3.2 inches, more or less, to the point of beginning.

BEING a portion of Lots 188 and 189 of that certain map entitled "Plat of the Lands of the Menlo Park Villa Association, Southern Portion of Pulgas Rancho, San Mateo Co.", filed in the office of the County Recorder of San Mateo County on September 14, 1863 in Book "C" of Maps at page 6 and copied into Book 2 of Maps at page 40.

APN: 061-441-050

A portion Lots 188 and 189, as designated on that certain Map entitled, "Plat of the Lands of the Menlo Park Villa Association, Southern Portion of Pulgas Rancho, San Mateo County, California", which Map was filed in the Office of the Recorder of the County of San Mateo. State of California on September 14, 1863, in Book "C" of Maps at Page 6 and copied into Book 2 of Maps at Page 40, more particularly described as follows:

Beginning at a point on the Southwesterly line of Merrill Avenue, as described in the Agreement

to City of Menlo Park recorded April 30, 1952 in Book 2236 of Official Records at Pages 572, distant thereon South 51° 45' East, 275 feet, 4.4 inches from the Southeasterly line of Oak Grove Avenue, said point being the most Easterly corner of that Parcel described in the Deed to Anthony Goularte Pimentel, et ux, recorded May 4, 1951 in Book 2065 of Official Records at Page 485 (File No. 34263-J); thence South 51° 45' East, along the Southwesterly line of Merrill Avenue 67.90 feet to the Northwesterly line of Parcel Two described in the Deed to Ernest J. Kimp, recorded April 18, 1950; in Book 1838 of Official Records at Page 690 (File No. 51294-I); thence South 35° 26' 20" West (called South 36° 10' West in said Deed), along said Northwesterly line 96.89 feet to the Southwesterly line of that Parcel described in the Deed to J. Edward Lathan, et al, recorded August 4, 1952 in Book 2275 of Official Records at Page 557; thence North 58° 05' West, along said Southwesterly line of 60.55 feet to the. Southeasterly line of Pimentel Parcel mentioned above; thence North 31° 18' 40" East, along said Southeasterly line 104.20 feet to the point of beginning.

APN: 061-441-030

JPN: 061-044-441-03

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.

Signature: _____ (seal)

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 STATE)
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 State that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

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

BELOW MARKET RATE RENTAL HOUSING AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

(1162 EL CAMINO REAL)

THIS BELOW MARKET RATE RENTAL HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (“Agreement”) is entered into as of _____, 2023 (the “**Effective Date**”), by and between the **CITY OF MENLO PARK**, a California municipal corporation (“**City**”), and 1162 El Camino Investors, LLC (“**Owner**”) (City and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties**”) with reference to the following facts:

RECITALS

A. Owner is the owner of that certain parcel of real property with Assessor's Parcel Number 061-441-100, having former addresses of 1162, 1166, and 1170 El Camino Real in the City of Menlo Park, California (the “**Property**”), as more particularly described in Exhibit A attached hereto.

B. Owner has applied for and received architectural control approvals to demolish existing commercial buildings on the Property and construct a three-story building consisting of nine pre-fabricated modular apartment units on two stories, set over a one-story, ground-level, parking garage with a building entry/lobby facing El Camino Real, and associated site improvements (the “**Project**”). Following a duly noticed hearing on February 22, 2021 the City’s Planning Commission approved the Project subject to certain terms and conditions (the “**Project Approvals**”).

C. Owner is affiliated with the owner (566 SC Partners, LLC and Merrill Street Investors, LLC) of those certain parcels of real property having current addresses at 556-558 Santa Cruz Avenue and 1125 Merrill Street in the City of Menlo Park, California and lessor (500 SC Partners, LLC) of that certain parcel of real property having a current address at 506-540 Santa Cruz Avenue (collectively, “**Owner’s Affiliate**”). On May 14, 2018, the Planning Commission approved entitlements for three mixed-use projects at these locations. These entitlements approved the demolition of approximately 14,483 square feet of existing commercial space and development of approximately 22,226 square feet of office space, 4,617 square feet of non-office commercial space, and nine (9) residential rental units (“**Santa Cruz/Merrill Street Project**”). Owner’s Affiliate, the applicant for the Santa Cruz/Merrill Street Project, requested and was granted the ability to meet its obligation to provide below market rate housing for the Santa Cruz/Merrill Street Project by constructing two low-income units on an off-site property. City and Owner’s Affiliate entered into a Below Market Rate Agreement, dated March 19, 2019, which specifies the requirements for the Santa Cruz/Merrill Street Project to meet its below market rate housing obligations, including the requirement that two (2) dwelling units be provided in the Project affordable to Low Income Households, as defined below, in addition to the Project’s requirements under the BMR Ordinance.

D. Menlo Park Municipal Code Chapter 16.96, the Below Market Rate Housing Program (“**BMR Ordinance**”), and the Below Market Rate Housing Program Guidelines (“**Guidelines**”) require the Owner to provide ten percent (10%) of the units in the Project, or 0.9 units that has been rounded up to one (1) unit, as affordable to below market rate (“**BMR**”) households. The remaining units in the Project that need not be affordable to below market rate households are each referred to as a “**Market Unit**.” In the event that the Owner is required to pay an in-lieu fee, the Guidelines provide that the Owner shall make a pro rata residential in lieu payment if the number of units required to be affordable to BMR households is a fraction.

E. In order to satisfy its obligations described more fully in sections C and D herein, the Owner agrees to provide a total of three (3) below market rate units on the Property (collectively, “**BMR Units**”). Of the BMR Units, one (1) unit shall be available to Very Low Income Households, and two (2) units shall be available to Low Income Households. The two (2) BMR Units that will be made available to Low Income Households shall satisfy the off-site BMR requirements for the Santa Cruz/Merrill Street Project (“**Santa Cruz BMR Units**”). The third unit that will be made available to Very Low Income Households shall satisfy the BMR requirements set forth in the BMR Ordinance and Guidelines for this Project (“**Project BMR Unit**”). All three (3) BMR Units will be rental units.

F. All certificates of occupancy for the Santa Cruz/Merrill Street Project have been issued and Owner’s Affiliate did not provide the Santa Cruz BMR Units in connection with the Santa Cruz/Merrill Street Project. In order to ensure that the requirements of the BMR Ordinance and Guidelines are satisfied for the Santa Cruz/Merrill Street Project, City finds it necessary to require the Owner to construct the Santa Cruz BMR Units or pay the in-lieu fee no later than two (2) years from the Effective Date.

G. The BMR Ordinance, Guidelines, and the Project Approvals require execution and recordation of an approved Below Market Rate Housing Agreement as a condition precedent to the issuance of a building permit for the Project. This Agreement is intended to satisfy that requirement.

H. Owner acknowledges and agrees that the Project Approvals provided adequate and proper notice pursuant to Government Code Section 66020 of Owner’s right to protest any requirements for fees, dedications, reservations, and other exactions as may be included in this Agreement, that no protest in compliance with Section 66020 was made within ninety (90) days of the date that notice was given, and that the period has expired in which Owner may protest any and all fees, dedications, reservations, and other exactions as may be included in this Agreement.

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

1. CONSTRUCTION OF THE IMPROVEMENTS

1.1 **Construction of the Project.** Owner agrees to construct the Project in accordance with the City Municipal Code, the Guidelines, the Project Approvals, and all other applicable state and local building codes, development standards, ordinances and zoning codes and to meet the following conditions in accordance with the Project Approvals:

- (a) Prior to issuance of any building permit to construct any portion of the Project, Owner shall execute, acknowledge and deliver this Agreement to the City, which shall be recorded within thirty (30) days of the date of the Planning Commission hearing approving this Agreement.
- (b) Commencement and Completion of the Santa Cruz BMR Units. Owner shall complete the construction of the Santa Cruz BMR Units, as evidenced by the issuance of a certificate of occupancy, within two (2) years of the Effective Date.
- (c) Calculation of In-Lieu Fee. If Owner has not, within fourteen (14) months of the Effective Date finalized the Project grading, foundation, and onsite permits for the Project, the City shall retain a consultant and complete, no later than eighteen (18) months following the Effective Date, an analysis to calculate the in-lieu fee for the Santa Cruz BMR Units ("**Santa Cruz In-Lieu Fee**"). The Santa Cruz In-Lieu Fee shall be determined pursuant to Resolution No. 6585 and section 4.4 of the Guidelines, as it may be amended from time to time in successor Guidelines, or such other sections of any successor Guidelines or resolutions that may be adopted to establish a residential rental in-lieu fee or methodology for determining the same. Owner shall be responsible for the City's consultant's fee to perform the analysis.
- (d) Failure to Complete Santa Cruz BMR Units – Payment of In Lieu Fee. If Owner has not completed construction of the Santa Cruz BMR Units, as evidenced by the issuance of a certificate of occupancy within two (2) years of the Effective Date, Owner shall remit to City the Santa Cruz In-Lieu Fee no later than two (2) years plus ninety (90) days following the Effective Date.

Notwithstanding the foregoing, upon the request of the Owner, the City Manager or their designee may modify the requirement that the Santa Cruz In-Lieu Fee shall become due within two (2) years of the Effective Date ("**Santa Cruz In-Lieu Fee Deadline**") by making a determination that Owner has diligently pursued construction of the Santa Cruz BMR Units. Upon making such a determination, the City Manager shall be authorized to execute an Operating Memorandum in recordable form which extends the Santa Cruz In-Lieu Fee Deadline; however under no circumstances shall the Santa Cruz In-Lieu Fee Deadline be extended by more than one (1) year.

Failure of the Owner to remit to City the Santa Cruz In-Lieu Fee by the Santa Cruz In-Lieu Fee Deadline or by the deadline set forth in an Operating Memorandum, should one exist, shall be an Event of Default and the City shall have a lien on the Property in the amount of the Santa Cruz In-Lieu Fee effective the day after the Santa Cruz In-Lieu Fee Deadline or the deadline set forth in an Operating Memorandum, should one exist.

- (e) Prior to issuance of a certificate of occupancy for any Market Rate Unit, Owner shall (i) obtain certificates of occupancy, inclusive of temporary certificates of occupancy, from the City for the Project BMR Unit; (ii) obtain certificates of occupancy, inclusive of temporary certificates

of occupancy, from the City for the Santa Cruz BMR Units, and (ii) comply with the terms of Section 2 of this Agreement.

(f) The exterior materials used in the construction of the BMR Units will be similar and indistinguishable from those of the market rate units. The interior finishes of the BMR Units shall be similar to those of the market rate units.

(g) The BMR Units shall be in the location depicted in Exhibit B and have the layout depicted in Exhibit C.

1.2 **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. 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.

1.3 **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. 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.*

2. OPERATION OF RENTAL HOUSING

2.1 **BMR Units.** Owner agrees to make available, restrict occupancy, and lease the Project BMR Unit to Very Low Income Households at an Affordable Very Low Income Rent and the Santa Cruz BMR Units to Low Income Households at an Affordable Low Income Rent. The Project BMR Unit shall be a studio unit available to Very Low Income Households, one (1) of the Santa Cruz BMR Units shall be a one-bedroom unit available to Low Income Households, and one (1) of the Santa Cruz BMR Units shall be a two-bedroom unit available to Low Income Households. The BMR Units shall be of a quality and size comparable to all of the other residential units in the Project. Prior to occupancy of the first residential unit in the Project, the Owner shall notify the City and the City shall approve of any change to the location of the BMR Units as shown on Exhibit B, attached hereto or the floor plan showing the size and layout of the BMR Units as shown on Exhibit C, attached hereto.

(a) Very Low Income Units means units restricted to households with incomes of not more than fifty percent (50%) of AMI. “AMI” means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, for two consecutive years, the household’s income exceeds the Very Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner’s determination that any such household is no longer qualified, the Very Low Income Unit shall no longer be deemed a Very Low Income Unit, and Owner shall make the next available

unit which is comparable in terms of size, features and number of bedrooms a Very Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Very Low Income Units are rented to Qualifying Households. Owner shall notify the City annually if Owner substitutes a different unit for the designated Very Low Income Unit pursuant to this paragraph. If there is no available unit comparable in terms of size, features and number of bedrooms, the Owner shall provide the household that no longer qualifies for a Very Low Income Unit with notice of the date that the household must vacate, which date shall be no less than ninety (90) days from the date of the recertification in the second consecutive year. A copy of such notice must be provided to City.

(b) Low Income Units means units restricted to households with incomes of not more than eighty percent (80%) of AMI. “AMI” means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision.. Qualifying Households shall continue to qualify unless at the time of recertification, for two consecutive years, the household’s income exceeds the Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner’s determination that any such household is no longer qualified, the unit shall no longer be deemed a Low Income Unit, and Owner shall make the next available Low Income Unit, which is comparable in terms of size, features and number of bedrooms, a Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Low Income Units are rented to Qualifying Households. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Low Income Units pursuant to this paragraph. If there is no available unit comparable in terms of size, features and number of bedrooms, the Owner shall provide the household that no longer qualifies for a Low Income Unit with notice of the date that the household must vacate, which date shall be no less than ninety (90) days from the date of the recertification in the second consecutive year. A copy of such notice must be provided to City.

2.2 Affordable Rent. The maximum Monthly Rent, defined below, chargeable for the BMR Units and paid shall be as follows:

(a) Very Low Income Household: shall be 30 percent (30%) of not to exceed 50 percent (50%) of AMI. The Monthly Rent for a Very Low Income Unit rented to a Very Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit and 4.5 persons for a three-bedroom unit, unless otherwise approved by the City’s Community Development Director (“**Community Development Director**”) for an unusually large unit with a maximum of two persons per bedroom, plus one.

(b) Low Income Household: shall be 30 percent (30%) of not to exceed 80 percent (80%) of AMI. The Monthly Rent for a Low Income Unit rented to a Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit and 4.5 persons for a three-bedroom unit, unless otherwise approved by the Community Development Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

For purposes of this Agreement, “**Monthly Rent**” means the total of monthly payments actually made by the household for (i) use and occupancy of each BMR Unit and land and facilities associated therewith, (ii) any separately charged fees or service charges mandatorily assessed by the Owner which are required of all tenants, other than security deposits, (iii) a reasonable allowance for an adequate level of service of

utilities not included in (i) or (ii) 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, which reasonable allowance for utilities is set forth in the County of San Mateo's Utility Allowance Schedule for multi-family homes, and (iv) 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. Pursuant to the Guidelines, in no case shall the Monthly Rent for a BMR Unit exceed 75 percent of comparable market rate rents.

2.3 Selection of Tenants. Each BMR Unit shall be leased to tenant(s) selected by the Owner who meet all of the requirements provided herein, and, to the extent permitted by law, with priority given to those eligible households who meet the City of Menlo Park preference criteria, as specified in section 8 of the Guidelines. The City shall provide the Owner names of persons who have expressed interest in renting BMR Units and Owner shall select tenants from that list. 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.

2.4 Income Certification. On or before July 1 of each year, commencing with the calendar year that the first unit in the Project is rented to a tenant, and annually thereafter, the Owner shall obtain from each household occupying a BMR Unit, and submit to the City, a completed income computation and certification form, which shall certify that the income of the household is truthfully set forth in the income certification form, on a form proposed by Owner and approved by the Community Development Director or his/her designee. The Owner shall certify that each household leasing a BMR Unit meets the income and eligibility restrictions for the BMR Units. A qualified Very Low Income Household, or Low Income Household shall continue to qualify unless, at the time of recertification, for two consecutive years, the household's income exceeds the Very Low Income Limits or Low Income Limits, then the tenant shall no longer be qualified.

2.5 Lease Requirements. Within 45 days of the date of this Agreement, Owner shall submit a standard lease form to the City for approval by the Community Development Director or his/her designee. 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 pursuant to the Guidelines. Owner shall enter into a written lease, in the form approved by the City, with each new tenant of a BMR Unit prior to a tenant or tenant household's occupancy of a BMR Unit. Each lease shall be offered for an initial term of not less than one year, which may be renewed pursuant to applicable local and State laws, and shall not contain any of the provisions which are prohibited pursuant to the Guidelines, or local, state and Federal laws. Each lease shall prohibit assignment and subleasing without City's prior written consent.

2.6 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 30 days after written notice from the City with respect to landscaping and building improvements (or such longer time in accordance with Section 3.1 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.

2.7 **Affordability Period.** Unless sooner terminated pursuant to the terms of this Agreement, the Property shall be subject to the requirements of this Agreement from the date of recordation of this Agreement until the fifty-fifth (55th) anniversary of the date that the BMR Units in the Project are available for occupancy by a Very Low Income Household or Low Income Household. For purposes of this Agreement, the duration of this requirement shall be known as the “**Affordability Period.**”

2.8 **Monitoring and Recordkeeping.** Throughout the Affordability Period, Owner shall comply with all applicable reporting, recordkeeping and monitoring requirements set forth in the Guidelines and shall annually complete and submit to the City by July 1st an Annual Report, as defined in Section 12.1.8 of the Guidelines. City shall have the right to inspect the books and records of Owner and its rental agent or bookkeeper upon reasonable notice during normal business hours. Representatives of the City shall be entitled to enter the Property, upon at least twenty-four (24) hours’ notice, which can be provided by email with acknowledged receipt, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the BMR Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. 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. City may from time to time request additional or different information, and Owner shall promptly supply such information in the reports required by the City.

2.9 **Expiration of Affordability Period; Release of Property from Agreement.**

(a) Prior to the expiration of the Affordability Period, Owner shall provide all notifications required by Government Code Sections 65863.10 and 65863.11 or successor provisions and any other notification required by any state, federal, or local law. In addition, at least six (6) months prior to the expiration of the Affordability Period, the Owner shall provide a notice by first-class mail, postage prepaid, to all tenants in the BMR Units. The notice shall contain (i) the anticipated date of the expiration of the Affordability Period and (ii) 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 Community Development Director.

(b) Upon the expiration of the Affordability Period for the BMR Units, the 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.

2.10 **Non-Discrimination Covenants.** Owner covenants that, by and for itself, its successors and assigns, and all persons claiming under or through them, 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.

Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith:

(a) In Deeds, the following language shall appear:

(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee 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 herein conveyed. The foregoing covenant shall run with the land.”

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(b) In Leases, the following language shall appear:

(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee 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, sublessees, subtenants, or vendees in the property herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

(c) In Contracts pertaining to management of the Development, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

(1) There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or

any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

3. **DEFAULT AND REMEDIES**

3.1 **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 this Agreement, the specific provision shall control.

3.2 **Remedies.**

(a) The occurrence of any Event of Default shall give the non-defaulting Party the right to proceed with an action in law or 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.

(b) City and Owner acknowledge that the purpose of this Agreement is to allow the Owner to satisfy the requirements of the BMR Ordinance and Guidelines, as set forth in the recitals. City and Owner agree that to determine a sum of money which would adequately compensate either Party for nonperformance of 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 Event of 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.

3.3 **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.

3.4 **Force Majeure.** Subject to the Party’s compliance with the notice requirements, 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.

3.5 **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.

3.6 **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.

3.7 **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.

3.8 **Non-Liability of City Officials and Employees.** No member, official, employee or agent of the City shall be personally liable to the Owner or any occupant of any BMR Unit, or any successor in interest, in the event of any default or breach by the City or failure to enforce any provision hereof, or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

4. **GENERAL PROVISIONS**

4.1 **Guidelines.** This Agreement incorporates by reference the Guidelines as of the date of this Agreement and any successor Guidelines that 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 Project Approvals, the requirements of state and federal fair housing laws, and the Guidelines, the terms and conditions of this Agreement, the Project Approvals, 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 Project Approvals, the Project Approvals shall control.

4.2 **Time.** Time is of the essence in this Agreement.

4.3 **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: 1162 El Camino Investors, LLC
975 High Street
Palo Alto, CA 94301 _____
Attention: Ventana Properties/Sarah Brown

With a copy to:
Sheppard Mullin
Four Embarcadero, 17th Floor
San Francisco, CA 94111
Attention: Jennifer Renk

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.

4.4 **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 Project Approvals, 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.

4.5 **Subordination.** This Agreement shall be recorded in the Official Records of the County of San Mateo and shall run with the land. The City agrees that the City will not withhold consent to reasonable requests for subordination of this Agreement for the benefit of lenders providing financing for the Project, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation, extended notice and cure rights.

4.6 **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 very low, low, or moderate income, as required by the Guidelines, and to implement the provisions of the Project Approvals. No other person or persons, other than the City and the Owner and their assigns and successors, shall have any right of action hereon.

4.7 **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.

4.8 **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.

4.9 **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.

4.10 **Amendment.** This Agreement may not be changed orally, but only by agreement in writing signed by Owner and the City.

4.11 **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.

4.12 **Indemnification.** To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel reasonably approved by City) and hold the City, its heirs, successors and assigns (the "**Indemnitees**") harmless from and against any and all demands, losses, claims, costs and expenses, including without limitation, reasonable accountants' and attorneys' fees, charges and expense (collectively, "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 4.10 shall not extend to Claims to the extent resulting from the negligence or willful

misconduct of Indemnitees. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

4.13 **Insurance Coverage.** Throughout the Term of this Agreement Owner shall comply with the insurance requirements set forth in Exhibit D, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit D.

4.14 **Transfer and Encumbrance.**

4.14.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (collectively, "**Transfer**") of the whole or any part of the Property, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners, shall be restricted by this provision.

4.14.2 Permitted Transfers. The prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; or (ii) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Development or the Property, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

4.14.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of the whole or part of the Property if all of the following requirements are met (provided however, the requirements of this Section 4.14.3 shall not apply to Transfers described in clauses (i) or (ii) of Section 4.14.2.

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Owner under this Agreement.

(ii) The Owner and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the BMR Units or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Owner under this Agreement arising after the effective date of the Transfer and all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Owner's obligations pursuant to conditions, and restrictions set forth in this Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

Consent to any proposed Transfer may be given by the City Manager. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Owner, the proposed Transfer shall be deemed approved.

4.14.4 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of the BMR Units shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. Section 14.14 shall not apply to Transfers described in clauses (i) and (ii) of Section 14.14.2.

4.14.5 Recovery of City Costs. Owner shall reimburse City for all reasonable City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Owner of an invoice detailing such costs.

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

OWNER:

1162 El Camino Investors, LLC

By:

Date:

CITY:

CITY OF MENLO PARK,
a California municipal corporation

By:

Justin Murphy, City Manager

Date:

List of Exhibits:

Exhibit A: Property Description

Exhibit B: BMR Unit Location

Exhibit C: Floor Plan

Exhibit D: Insurance Requirements

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 STATE)
COUNTY OF SAN MATEO)

On _____, 2023 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 State that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

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 STATE)
COUNTY OF SAN MATEO)

On _____, 2023 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 State that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

Exhibit A
Property Description

1677\09\2950473.1

SR #4861-8301-2399 v18

1162 -1170 EL CAMINO REAL
MENLO PARK, CA

ORDER NO. : 0626029347

EXHIBIT A

The land referred to is situated in the County of San Mateo, City of Menlo Park, State of California, and is described as follows:

Portion of Lot 188, as shown on that certain Map entitled "Plat of the Lands of the Menlo Park Villa Association Southern Portion of Pulgas Rancho, San Mateo County", filed in the Office of the County Recorder of San Mateo County, State of California on September 14, 1863, in Book C of Maps, at Page 6 and copied into Book 2 of Maps, at Page 40, described as:

Beginning at a point on the Northeasterly side of the County Road leading from San Francisco to San Jose 119 feet 4 inches on the line of said County Road, Southeasterly from the junction of said road with the Southeasterly like of Oak Grove Avenue; thence parallel with Oak Grove Avenue North $31\text{-}1/2^\circ$ East 111 feet $7\text{-}8/10$ inches; thence South $58\text{-}1/2^\circ$ East 75 feet; thence South $31\text{-}1/2^\circ$ West 111 feet $7\text{-}8/10$ inches to the Northeasterly side of said County Road; thence North $58\text{-}1/2^\circ$ West along said Northeasterly side 75 feet to the point of beginning.

Also being known as portion of Lot 1 of the unrecorded Golder's Subdivision.

APN: 061-441-100

Exhibit B

Lower Income Unit Location

1162 EL CAMINO – UNIT SUMMARY

<u>NO.</u>	<u>UNIT TYPE</u>	<u>SIZE (SF)</u>	<u>RENTAL RATE</u>	<u>OCCUPANTS</u>
1-201	2 BED	1255	+/- \$4100	2-3
2-202	2 BED – BMR - LOW INCOME	1277	PER INDEX	2-3
3-203	STUDIO	417	+/- \$2100	1
4-204	1 BED	737	+/- \$3100	1
5-205	STUDIO – BMR - VERY LOW INCOME	405	PER INDEX	1
6-301	2 BED	1255	+/- \$4100	2-3
7-302	2 BED	1277	+/- \$4100	2-3
8-303	1 BED	725	+/- \$3100	1
9-304	1 BED- BMR - LOW INCOME	737	PER INDEX	1
	TOTAL	8085		17 MAX

Exhibit C
Floor Plan

1162 EL CAMINO – BELOW MARKET RATE UNITS – LEVEL 2 PLAN



EL CAMINO REAL

1162 EL CAMINO – BELOW MARKET RATE UNITS – LEVEL 3 PLAN

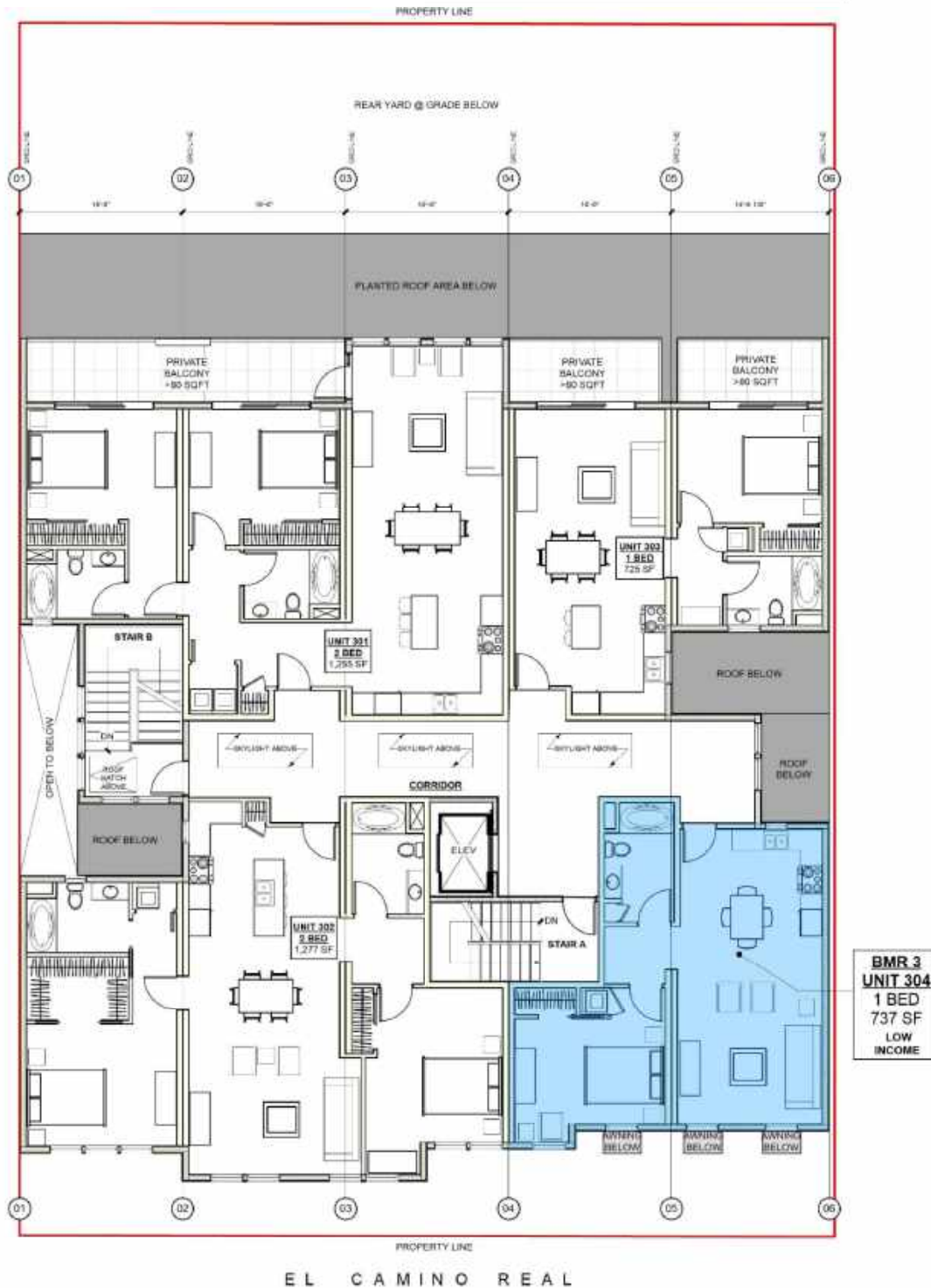


Exhibit D

Insurance Requirements

Prior to initiating work on the Development and continuing throughout the Term of this Agreement, Owner shall obtain and maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

1. General Requirements. Owner shall procure and maintain the following insurance providing coverage against claims for injuries to persons or damages to property that may arise from or in connection with the development, construction, management, or operation of the Property by the Owner or the Owner's agents, representatives, employees and contractors, or subcontractors, including the following:

(a) Commercial General Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain a commercial general liability policy in an occurrence policy for protection against all claims arising from injury to person or persons not in the employ of the Owner and against all claims resulting from damage to any property due to any act or omission of the Owner, its agents, or employees in the conduct or operation of the work or the execution of this Agreement. Such insurance shall include products and completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage.

(b) Commercial Automobile Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain insurance for protection against all claims arising from the use of vehicles, owned, hired, non-owned, or any other vehicle in connection with the development, construction, operation or management of the Property. Such insurance shall cover the use of automobiles and trucks on and off the site of the Property. Coverage shall be at least as broad as Insurance Services Office covering Commercial Automobile Liability, any auto, owned, non-owned and hired auto.

(c) Workers' Compensation Insurance: The Owner (and the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Owner (and the general partners thereof), and any contractor with whom Owner has contracted for the performance of work on the Property or otherwise pursuant to this Agreement, shall maintain Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(d) Builder's Risk: Upon commencement of any construction work on the Property, Owner and all contractors working on behalf of Owner shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Development on a replacement cost basis naming City as loss payee as its interests may appear.

(e) Professional Liability/Errors and Omissions: Owner shall require any architects, engineers, and general contractors working on the Property to maintain Professional Liability/Errors and Omissions insurance with limits not less than Two Million Dollars (\$2,000,000) each claim. Certificates evidencing this coverage must reference both the Owner and the Indemnitees. If the professional liability/errors and omissions insurance is written on a claims made form: (i) the retroactive date must be shown and must be before the Effective Date, (ii) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Development construction, and (iii) if coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Owner must purchase, or require the provision of, extended period coverage for a minimum

of three (3) years after completion of construction.

(f) Property: Owner shall maintain property insurance covering all risks of loss, including earthquake and flood (if required) for 100% of the replacement value of the Development with deductible, if any, in an amount acceptable to City, naming City as loss payee as its interests may appear.

2. Minimum Limits; Adjustments. Insurance shall be maintained with limits no less than the following:

(a) Commercial General Liability and Property Damage: \$2,000,000 per occurrence and \$5,000,000 annual aggregate for bodily injury, personal injury and property damage; provided however, with City's advance written approval, subcontractors may maintain liability coverage with limits not less than \$1,000,000 per occurrence, \$2,000,000 annual aggregate.

(b) Products and Completed Operations: \$3,000,000 per occurrence/aggregate.

(c) Commercial Automobile Liability: \$2,000,000 combined single limit.

(d) Employer's Liability:

Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

(e) Professional Liability/Errors and Omissions: \$2,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.

Coverage limits, and if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstance, including, but not limited to, changes in inflation and the litigation climate in California. City shall give written notice to Owner of any such adjustments, and Owner shall provide City with amended or new insurance certificates or endorsements evidencing compliance with such adjustments within thirty (30) days following receipt of such notice.

3. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Payment of all deductibles and self-insured retentions will be the responsibility of Owner. If the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense.

4. Additional Requirements. The required general liability and automobile policies shall contain, or be endorsed to contain, the following provisions:

a. The Indemnitees are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Owner; products and completed operations of the Owner; premises owned, occupied or used by the Owner; or automobiles owned, leased, hired or borrowed by the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the

Indemnitees. Additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

b. All insurance shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of the Owner's/contractor's insurance and shall not contribute with it.

c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Indemnitees.

d. The Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.

e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

f. If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

g. Owner agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against Indemnitees regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with any construction on the Property to do likewise. Each insurance policy shall contain a waiver of subrogation for the benefit of City. If any required insurance is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the applicable occurrence limits specified above.

h. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. For all liability insurance required by this Agreement, Owner (and Owner's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Owner (and Owner's contractors, as applicable) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Owner (or Owner's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Owner (or Owner's contractors as applicable) obtains insurance policies that provide liability coverage in excess of the amounts specified

in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

i. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. Acceptability of Insurers. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

6. Verification of Coverage. Prior to the Effective Date of this Agreement, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (a), (b), (c), and (e) of Section 1 above, duly executed endorsements evidencing the Indemnitees' status as additional insured, and all other endorsements and coverage required hereunder pertaining to such coverage. Prior to commencement of any construction work on the Property, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (d) and (g) of Section 1 above. Prior to City's issuance of a final certificate of occupancy or equivalent for the Development, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraph (f) of Section 1 above. Owner shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7. Insurance Certificates and Endorsements. Owner shall submit to the City all of the necessary insurance documents, including the applicable amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of required Owner policies listing all required policy endorsements to the City. Insurance Certificates and Endorsements are to be received and approved by the City within the time periods specified in Section 6 above. Should Owner cease to have insurance as required at any time, all work by Owner pursuant to this Agreement shall cease until insurance acceptable to the City is provided. Upon City's request, Owner shall, within thirty (30) days of the request, provide or arrange for the insurer to provide to City, complete certified copies of all insurance policies required under this Agreement. City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

County of San Mateo
Assessor-County Clerk-Recorder
Mark Church

555 County Center
Redwood City, CA, 94063

Finalization 2019017274
3/22/19 4:17 pm
013 33

Item	Title	Amount
1	Agreement Declaration Covn, Cond & Res Document ID	
DOC# 2019-020352		101.00

Total 0.00

Payment Type	Amount
NO FEE	101.00
Amount Due	0.00

THANK YOU
PLEASE RETAIN THIS RECEIPT
FOR YOUR RECORDS

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.

002608

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

2019-020352 CONF

4:17 pm 03/22/19 AG DR Fee: NO FEE

Count of pages 22

Recorded in Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



AFFORDABLE HOUSING AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

SANTA CRUZ AVENUE AND MERRILL STREET PROJECT

THIS AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (“**Agreement**”) is entered into as of March 19th, 2019 (the “**Effective Date**”), by and between the **CITY OF MENLO PARK**, a California municipal corporation (“**City**”), and 500 SC Partners, LLC, 556 SC Partners, LLC, and Merrill Street Investors, LLC (collectively, “**Owner**,” City and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties**”) with reference to the following facts:

RECITALS

A. Owner is the owner of those certain parcels of real property having current addresses at 556-558 Santa Cruz Avenue and 1125 Merrill Street in the City of Menlo Park, California and Owner has a long-term ground lease of that certain parcel of real property having a current address at 506-540 Santa Cruz Avenue (collectively, the “**Property**”), as more particularly described in Exhibit A attached hereto.

B. Owner has applied for and received architectural control approvals to demolish existing commercial buildings on the Property and construct three, non-medical office and residential mixed-use buildings with separate retail and café spaces, underground parking and associated site improvements (the “**Project**”). Following a duly noticed hearing on May 14,

2018, the City's Planning Commission approved the Project subject to certain terms and conditions (the "**Project Approvals**").

C. The Project Approvals permit the demolition of approximately 14,246 square feet of existing commercial space and the development of approximately 22,226 square feet of office space, 4,617 square feet of non-office commercial space, and nine (9) residential rental units on the Property.

D. The City's Municipal Code and the Project Approvals require the Owner to comply with Chapter 16.96 of the City's Municipal Code (the "**BMR Ordinance**") and with the Below Market Rate Housing Program Guidelines ("**Guidelines**") adopted by the City Council to implement the BMR Ordinance. The BMR Ordinance and the Project Approvals require execution and recordation of an approved Below Market Rate Housing Agreement as a condition precedent to the issuance of a building permit for the Project. This Agreement is intended to satisfy that requirement.

E. Owner is also the owner of that certain parcel of real property having a current address at 1162-1170 El Camino Real in the City of Menlo Park, California (the "**Off-Site Property**"). Owner intends to develop residential units on the Off-Site Property within two (2) years after receipt of a certificate of occupancy or final inspection for the first residential unit in the Project.

F. Owner has proposed to meet the BMR Ordinance's and the Guideline's requirements for the Project on the Off-Site Property. To ensure that the Project will comply with the BMR Ordinance and the Guidelines, the Project Approvals require that the Owner enter into this Agreement to provide one (1) unit to be occupied exclusively by, and rented to, qualified Low Income Households, as defined below (a "**Low Income Unit**") on the Property; however, this Agreement may be released from the Property if Owner provides two (2) Low Income Units on the Off-Site Property, in addition to any Low Income Units or in-lieu fees that may be required as a condition of approval for development of the Off-Site Property.

G. Owner acknowledges and agrees that the Project Approvals provided adequate and proper notice pursuant to Government Code Section 66020 of Owner's right to protest any requirements for fees, dedications, reservations, and other exactions as may be included in this Agreement, that no protest in compliance with Section 66020 was made within ninety (90) days of the date that notice was given, and that the period has expired in which Owner may protest any and all fees, dedications, reservations, and other exactions as may be included in this Agreement.

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 Project.** Owner agrees to construct the Project in accordance with the City Municipal Code, the Guidelines, the Project Approvals, and all other applicable state and local building codes, development standards, ordinances and

zoning codes and to meet the following conditions in accordance with the Project Approvals:

(a) Prior to issuance of any building permit to construct any portion of the Project, Owner shall pay the City the commercial BMR in lieu fee based on the existing and proposed square footages at the time of building permit issuance and the fee levels then in effect.

(b) No portion of any residential unit may be approved for occupancy until the Owner has designated one (1) dwelling unit in the Project as a Low Income Unit, the City has approved that Low Income Unit for occupancy, and the terms of Article 200 have been otherwise complied with in regard to the Low Income Unit, unless one of the following has occurred:

(i) Owner has applied for and the City has approved entitlements for residential development at the Off-Site Property prior to receipt of a certificate of occupancy or final inspection for the first residential unit in the Project, and Owner has recorded a Below Market Rate Housing Agreement against the Off-Site Property (the "**Off-Site BMR Agreement**") in the form described in subsection 101(c) below that requires two (2) units to be Low Income Units, in addition to any Low Income Units or in-lieu fees that may be required as a condition of approval for development of the Off-Site Property; or

(ii) The Owner has paid the City a residential BMR in lieu fee equal to the cost of providing two (2) Low Income Units based on the preparation of an affordability gap analysis at Owner's expense that determines the difference between the fair market value of two (2) market-rate and that of two (2) Low Income Units restricted for a 55 year term (the "**Residential In-Lieu Fee**").

(c) The Off-Site BMR Agreement must:

(i) Be in a form approved by the City that is materially similar to the form of this Agreement and that complies with the BMR Ordinance and Guidelines in effect at the time of recordation.

(ii) Restrict two (2) units as Low Income Units exclusively available to Low Income Households for a term of 55 years from occupancy of the Off-Site Property, in addition to any Low Income Units or in-lieu fees that may be required as a condition of approval for development of the Off-Site Property.

(iii) Require that the two (2) Low Income Units be available for occupancy no later than two (2) years after the last residential unit in the Project is approved for occupancy.

(iv) Require that if the two (2) Low Income Units are not available for occupancy within two (2) years after the last residential unit in the Project is approved for occupancy, the Owner shall either provide one (1) Low Income Unit at the Property or pay the Residential In-Lieu Fee.

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. 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. 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.*

104. **Additional CEQA Requirements for Off-Site Property.** This Agreement does not limit in any way the discretion of City in acting on any applications for permits or approvals for the Off-Site Property. The Parties acknowledge that compliance with the California Environmental Quality Act ("CEQA") will be required in connection with consideration of any permits and approvals for the Off-Site Property, and that the City shall retain the sole and unfettered discretion in accordance with CEQA and other applicable law before action on any such permits or approvals to (a) adopt or certify an environmental analysis of the Off-Site Property prepared in accordance with CEQA, (b) identify and impose mitigation measures if needed to mitigate significant environmental impacts of developing the Off-Site Property, (c) select other feasible alternatives to avoid any significant environmental impacts if identified, (d) adopt a statement of overriding considerations in accordance with Public Resources Code Section 21081(b) relative to any significant environmental impacts of developing the Off-Site Property prior to taking final action if such significant impacts are identified and cannot otherwise be avoided, or (e) determine not to proceed with development of the Off-Site Property. Any action taken by the City in the exercise of its discretion relating to any analysis of the Off-Site Property required by CEQA or on any application for a permit or approval required to develop the Off-Site Property or any portion thereof, shall not constitute a default or a breach of the terms of this Agreement by the City.

200. OPERATION OF HOUSING

201. **Applicability of this Article 200.** The requirements of this Article 200 to provide one (1) Low Income Unit on the Property shall apply as of the Effective Date, and this Agreement shall not be released from the Property until either:

- (a) The Owner has paid to the City the Residential In-Lieu Fee; or
- (b) The Owner has entered into the Off-Site BMR Agreement with the City and, within two (2) years after the last residential unit in the Project is approved for occupancy, has received approval for occupancy of two (2) Low-Income Units at the Off-Site Property in addition to any Low Income Units or in-lieu fees that may be required as a condition of approval for development of the Off-Site Property; or
- (c) Has provided a Low-Income Unit on the Property for the Affordability Period.

202. **Provision of Low Income Unit.** The Low Income Unit shall be of a quality and size comparable to all of the other rental units in the Project. 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 Unit within the residential buildings. The location of the individual Low Income Unit 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 Low Income Unit shall be of a quality and size comparable to all of the other rental units in the Project. Monthly Rent, as defined below, for the Low Income Unit shall include the right to use at least one parking space in the residential buildings' parking garage.

203. **Low Income Units.** Owner agrees to make available, restrict occupancy, and lease not less than one (1) 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 (the "**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 no longer be qualified. Upon the Owner's determination that any such household is no longer so qualified, the unit shall no longer be deemed a Low Income Unit, and the Owner shall make the next available comparable 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 the designated Low Income Unit pursuant to this paragraph.

204. **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 B 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.

205. **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 for the unit based on the number of bedrooms the unit contains (the "**Affordable Low Income Rent**").

206. **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 C.

207. **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.

208. **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.

209. **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.

210. **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.

211. **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.

212. **Term of Agreement.** Unless sooner terminated as provided in Section 213 of this Agreement, the Property shall be subject to the requirements of this

Agreement from the date of recordation of this Agreement until the fifty-fifth (55th) anniversary of the date of the date that a Low-Income Unit in the Project is available for occupancy by a Low Income Household. The duration of this requirement shall be known as the “Affordability Period.”

213. Expiration of Affordability Period; Release of Property from Agreement.

(a) 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 Unit. The notice shall contain (i) the anticipated date of the expiration of the Affordability Period and (ii) 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.

(b) Upon the expiration of the Affordability Period for the Low Income Unit, or satisfaction of the requirements of subsection (c) of this Section 213, the 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.

(c) The City shall also 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 request from the Owner, if Owner has either (i) paid to the City the Residential In-Lieu Fee; or (ii) entered into the Off-Site BMR Agreement and, within two (2) years after the last residential unit in the Project is approved for occupancy, has received approval for occupancy of two (2) Low-Income Units at the Off-Site Property in addition to any Low Income Units or in-lieu fees that may be required as a condition of approval for development of the Off-Site Property

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.

(a) The occurrence of any Event of Default under Section 301 shall give the non-defaulting Party the right to proceed with an action in law or 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.

(b) City and Owner acknowledge that the purpose of this Agreement is to allow the Owner to satisfy the requirements of the BMR Ordinance and Guidelines as set forth in the recitals. City and Owner agree that to determine a sum of money which would adequately compensate either Party for nonperformance of 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 Event of 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.

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 any action by the City regarding the Off-Site Property shall not excuse performance of the Owner). 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, 4.1.2, 4.2, 5.1, 5.2, 5.3, 7, 11, 12, 13.6, 13.7, and 14 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 Project Approvals, the requirements of state and federal fair housing laws, and the

Guidelines, the terms and conditions of this Agreement, the Project Approvals, 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 Project Approvals, the Project Approvals 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: 500 SC Partners, LLC
556 SC Partners, LLC
Merrill Street Investors, LLC
255 Lytton Avenue, #201
Palo Alto, CA 94301
Attn: Chase Rapp

With a copy to:
Sheppard Mullin
Four Embarcadero, 17th Floor
San Francisco, CA 94111
Attn: Jennifer Renk, Esq.

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 Project Approvals, 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 Unit described in this Agreement unconditionally shall continue to be provided as required by the Project Approvals 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 Unit.

(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 Project Approvals;

(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 Project Approvals. 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:

500 SC Partners, LLC

556 SC Partners, LLC

Merrill Street Investors

By: _____

Chase Rapp

Date: _____



03/19/19

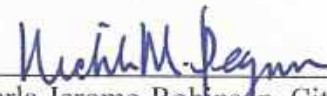
CITY:

CITY OF MENLO PARK,
a California municipal corporation

By: _____

~~Starla Jerome Robinson, City Manager~~
Nick M. Pegueros, Acting

Date: _____



3/21/19

[Notarial Acknowledgements to be added for recording purposes]

List of Exhibits:

Exhibit A: Property Description

Exhibit B: Compliance Forms and Certifications

Exhibit C: Sample Utility Allowance

CERTIFICATE OF ACKNOWLEDGMENT

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

On March 19, 2019 before me, P.A. Romero, Notary Public, personally appeared Chasen Romy Rapp, 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.

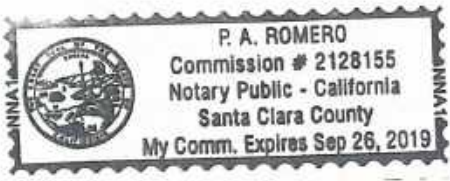
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph true and correct.

COUNTY OF Santa Clara

ss Witness my hand and official seal.

P.A. Romero
(Signature)

(Seal)



ISLF18368391
122710-84316005

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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, Judi Herren _____
Date Here Insert Name and Title of the Officer
personally appeared Nick M. Pegueros _____
Name(s) of Signer(s)

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.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Exhibit A

Property Description

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

Beginning at a point in the Southwesterly line of the lands of Southern Pacific Railroad Company, distant thereon North 51° 52' 30" East 73.85 feet from its intersection with the Northwesterly line of Santa Cruz Avenue, formerly known as Golders Lane, said point of beginning being the most Easterly corner of a tract of land conveyed by Mary Louise Hall to Arthur Parker, by Deed dated September 2, 1899 and recorded February 9, 1900 in Book 84 of Deeds at Page 66, Records of San Mateo County; thence from said point of beginning South 51° 52' 30" East along said line of the Southern Pacific Railroad Company, 73.85 feet to the Northwesterly line of Santa Cruz Avenue; thence along the last mentioned line South 35° 16' 30" West 138.52 feet to the Northeasterly line of lands formerly of Maurice Dioze and Peter Darracq; thence North 58° 30' West parallel to the Northeasterly line of El Camino Real 175.12 feet to the Southerly line of the property now or formerly owned by John H. Sullivan; thence along the last mentioned line North 31° 30" East 50 feet; thence South 58° 30' East 104.58 feet and North 35° 13' 30" East 96.94 feet to the point of beginning.

APN: 061-441-040

BEGINNING at a point on the Northwesterly line' of Golders Lane, so call also known as Santa Cruz Avenue, distant thereon North 35° 30' East 107 feet from the intersection thereof with the Northeasterly line of El Camino Real, also known as the Main County Road, leading from San Francisco to San Jose; thence North 58° 30' West 206 feet 6.1 inches; thence North 31° 30' East 53 feet 3 inches to the most Westerly Corner of that certain parcel of land described in the Deed from D. H. Ryan to Mrs. Isabella Maxfield, dated July 30, 1869 and recorded December 4, 1869 in Book 10 of Deeds at page 284, Records of San Mateo County, California; thence South 58° 30' East, along the Southwesterly line of said Maxfield parcel, 210 feet 1-1/2 inches, more or less, to the North Westerly line of Santa Cruz Avenue; thence South 35° 30' West, along said line of Santa Cruz Avenue, 53 feet 3.2 inches, more or less, to the point of beginning. BEING a portion of Lots 188 and 189 of that certain map entitled "Plat of the Lands of the Menlo Park Villa Association, Southern Portion of Pulgas Rancho, San Mateo Co.", filed in the office of the County Recorder of San Mateo County on September 14, 1863 in Book "C" of Maps at page 6 and copied into Book 2 of Maps at page 40.

APN: 061-441-050

A portion Lots 188 and 189, as designated on that certain Map entitled, "Plat of the Lands of the Menlo Park Villa Association, Southern Portion of Pulgas Rancho, San Mateo County, California", which Map was filed in the Office of the Recorder of the County of San Mateo, State of California on September 14, 1863, in Book "C" of Maps at Page 6 and copied into Book 2 of Maps at Page 40, more particularly described as follows:
Beginning at a point on the Southwesterly line of Merrill Avenue, as described in the Agreement

to City of Menlo Park recorded April 30, 1952 in Book 2236 of Official Records at Pages 572, distant thereon South $51^{\circ} 45'$ East, 275 feet, 4.4 inches from the Southeasterly line of Oak Grove Avenue, said point being the most Easterly corner of that Parcel described in the Deed to Anthony Goularte Pimentel, et ux, recorded May 4, 1951 in Book 2065 of Official Records at Page 485 (File No. 34263-J); thence South $51^{\circ} 45'$ East, along the Southwesterly line of Merrill Avenue 67.90 feet to the Northwesterly line of Parcel Two described in the Deed to Ernest J. Kimp, recorded April 18, 1950; in Book 1838 of Official Records at Page 690 (File No. 51294-I); thence South $35^{\circ} 0' 26''$ West (called South $36^{\circ} 10'$ West in said Deed), along said Northwesterly line 96.89 feet to the Southwesterly line of that Parcel described in the Deed to J. Edward Lathan, et al, recorded August 4, 1952 in Book 2275 of Official Records at Page 557; thence North $58^{\circ} 05'$ West, along said Southwesterly line of 60.55 feet to the. Southeasterly line of Pimentel Parcel mentioned above; thence North $31^{\circ} 18' 40''$ East, along said Southeasterly line 104.20 feet to the point of beginning.

APN: 061-441-030

JPN: 061-044-441-03

Exhibit B

Compliance Forms and Certifications

CERTIFICATE OF COMPLIANCE

Project Name: _____

Project Location: _____

Pursuant to Section 2.7 of the Affordable Housing Agreement and Declaration of Restrictive Covenants ("Agreement"), by and between the City of Menlo Park, a California municipal corporation ("City"), and _____, a California limited liability company ("Owner") entered into on _____, I, _____, a representative of the Owner, hereby certify that, as of the date of this Certification, the multi-family residential rental project that is the subject of the Agreement is in compliance with all of the terms and conditions set forth in the Agreement.

Owner has obtained and maintains on file income certifications executed by each tenant renting a BMR Unit and hereby submits to the City a completed Income Computation and Certification Form for each household occupying a BMR Unit. Owner has made a good faith effort to obtain third party verification of the accuracy of the information provided by each tenant on an income certification. Good faith effort includes conducting a credit agency or other similar search, obtaining an income tax return for the most recent year (unless tenant is not legally required to file an income tax return) and taking one or more of the following steps: (1) obtaining a pay stub for the most recent pay period; (2) obtaining an income verification form from the tenant's current employer; or (3) obtaining an income certification from the Social Security Administration or California Department of Social Services if the tenant receives assistance from either of such agencies. To the best of Owner's knowledge and belief, each household leasing a BMR Unit meets the income and eligibility restrictions for that BMR Unit.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature of Officer

Date

Printed Name of Officer

Title of Officer/Corporation

Project Name: _____
Project Address: _____
Menlo Park, CA 94025

Household Name: _____ **Apartment/Application #** _____

I certify (or declare) under penalty of perjury under the laws of the State of California that the family household is comprised of the following: (Enter the amount of income and income from assets for all members of the household).

INCOME:

<u>Household Member</u>	<u>Source</u>	<u>Annual Income</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Total Income (A)		_____

ASSETS:

<u>Household Member</u>	<u>Source</u>	<u>Cash Value</u>	<u>Annual Income</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total Income from Assets (B)			_____

Total Annual Household Income (A + B)

I certify that the information presented in this certification is true and accurate to the best of my/our knowledge and belief:

Signature

Date

Signature

Date

Exhibit C

Sample Utility Allowance

Allowances for Tenant Furnished Utilities and other Services

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 09/30/2017)

Locality: Housing Authority of the County of San Mateo, CA		Unit Type: Single-Family (Detached House)				Date (mm/dd/yyyy) 11/01/2018	
Utility or Service		Monthly Dollar Allowances					
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
Heating	a. Natural Gas	\$21.00	\$25.00	\$28.00	\$31.00	\$35.00	\$39.00
	b. Bottle Gas/Propane						
	c. Electric	\$28.00	\$34.00	\$39.00	\$46.00	\$52.00	\$59.00
	d. Electric Heat Pump	N/A	N/A	N/A	N/A	N/A	N/A
	e. Oil / Other						
Cooking	a. Natural Gas	\$3.00	\$3.00	\$5.00	\$6.00	\$8.00	\$9.00
	b. Bottle Gas/Propane						
	c. Electric	\$6.00	\$6.00	\$9.00	\$12.00	\$15.00	\$18.00
Other Electric (Lights & Appliances) & Climate Credit		\$24.00	\$31.00	\$49.00	\$68.00	\$86.00	\$105.00
Water Heating	a. Natural Gas	\$8.00	\$9.00	\$13.00	\$17.00	\$21.00	\$25.00
	b. Bottle Gas/Propane						
	c. Electric	\$16.00	\$19.00	\$24.00	\$30.00	\$36.00	\$43.00
	d. Oil / Other						
Water (avg)		\$66.00	\$68.00	\$85.00	\$104.00	\$123.00	\$144.00
Sewer		N/A	N/A	N/A	N/A	N/A	N/A
Trash Collection (avg)		\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00
Range / Microwave Tenant-supplied		\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00
Refrigerator Tenant-supplied		\$12.00	\$12.00	\$12.00	\$12.00	\$12.00	\$12.00
Other-- specify:							
Actual Family Allowances					Utility or Service		per month cost
To be used by the family to compute allowance. Complete below for the actual unit rented.					Heating		\$
					Cooking		\$
Name of Family					Other Electric		\$
					Air Conditioning		\$
					Water Heating		\$

Address of Unit	Water	\$
	Sewer	\$
	Trash Collection	\$
	Range / Microwave	\$
	Refrigerator	\$
	Other	\$
Number of Bedrooms	Other	\$
	Total	\$



The Nelrod Company 6/2018 Update

form HUD-52667 (09/14)
ref. Handbook 7420.8



STAFF REPORT

Planning Commission

Meeting Date:

4/24/2023

Staff Report Number:

23-030-PC

Public Hearing:

Consider and adopt a resolution to approve an architectural control permit for an increase in gross floor area and exterior modifications to an existing two-story commercial building, and a use permit for hazardous materials to install a diesel back-up generator, at 4055 Bohannon Drive; determine that the findings for Sections 16.68.020 and 16.82.030 can be met

Recommendation

Staff recommends that the Planning Commission adopt a resolution approving an architectural control permit, pursuant to Menlo Park Municipal Code Section 16.68.020, for exterior modifications to an existing two-story commercial building, surface parking lot and surrounding landscaping, in the O (Office) zoning district. As part of the proposed work, an existing office area at the front of the building would be demolished and the second floor would be expanded, with an increase in gross floor area of 1,741 square feet. The proposal includes the payment of a below market rate (BMR) housing in-lieu fee and a request for a use permit, pursuant to Menlo Park Municipal Code Section 16.82.030, for hazardous materials to install a diesel back-up generator, which would be kept in an open enclosure along with a trash enclosure and transformer. The draft resolution, including the recommended actions and conditions of approval, is included as Attachment A.

Policy Issues

Each architectural control and use permit request is considered individually. The Planning Commission should consider whether the required architectural control and use permit findings can be made for the proposal. The proposed research and development (R&D)/life sciences use is a permitted use in the Office (O) zoning district and is consistent with the project site land use designation from the general plan. The proposed R&D/life sciences use is not subject to Planning Commission review; however, the proposed exterior modifications and expansion of square footage is subject to architectural control review by the Planning Commission. Any additional hazardous materials requests associated with the proposed R&D use would be subject to separate administrative permit review.

Background

Site location

The subject property is located at 4055 Bohannon Drive, between the Dumbarton Rail Corridor to the south and Scott Drive to the north. The project site is located within the O zoning district, to the southeast of the intersection of Marsh Road (State Route 84) and US 101. Generally, Bohannon Drive is an east-

west street, running parallel to the Dumbarton Rail Corridor, but a portion curves northward, toward Scott Drive, creating a semi-circular road layout connecting the ends of Bohannon Drive and Scott Drive to Marsh Road. Using the portion that runs north-south, the subject property is located along the western side of Bohannon Drive.

Mostly commercial and industrial buildings are located within this area, which is largely bounded by US 101, Marsh Road, and the Dumbarton Rail Corridor and entirely within the O zoning district. These adjacent properties involve a variety of warehouse, light manufacturing, research and development, and office uses. The larger area also includes a service station and a United States Post Office, both located along the eastern side of Marsh Road. A location map is included as Attachment B.

Previous approvals

The two-story, rectangular building has been used for warehousing since at least 1965 and included associated administrative office space, based on a variance that was approved that year. In 1975, a use permit for outside storage was granted. In 1977, an architectural control request was granted to construct the current, front-facing administrative office addition, which involved an addition of approximately 1,895 square feet. In 1997, a use permit was granted to allow for the outdoor storage of an air compressor and a transformer. In 2011, an administrative permit was granted for the outdoor storage of vehicles and landscape maintenance materials, along with a parking reduction request to accommodate the vehicle and maintenance equipment storage.

Analysis

Project description

The applicant is requesting an architectural control permit to make exterior modifications to the existing building and a use permit for a diesel generator in order to convert the use from warehouse to R&D. The change of use does not require a use permit because it is consistent with the General Plan land use designation and the O zoning district, which permits R&D uses (less than 250,000 square feet) without the need for a use permit.

First, the applicant is requesting an architectural control permit approval for the removal of the 1,895-square-foot front portion of the building to allow an increase of 3,840 square feet in gross floor area (GFA) on the second floor. The total GFA would increase from 31,559 square feet to the site's maximum GFA of 33,300 square feet. Modifications to the parking lot are also proposed. The project plans and the applicant's project description letter are included as Exhibits A and B within Attachment A, respectively.

The proposed project would involve the removal of the front-facing office extension. With the proposed removal of the front-facing office extension of the building, the proposed project would have additional GFA to build within the remaining building footprint. Modifications to the first floor, including additional exemptible areas and additional second floor space, are proposed to the remaining building, and would result in a GFA of 33,300 square feet, for a net increase of 1,741 square feet. Because the site improvements amount to a GFA increase of less than 10,000 square feet, the proposed project is not subject to the design standards of the O zoning district.

Table 1 provides a comparison between the existing development, proposed new development, and base

level maximums for development in the O zoning district. The proposed project is maintaining base level zoning standards.

Table 1: Project Data			
	Existing Development	Proposed Project	Zoning Ordinance Base Level (Maximums)
Floor area ratio	42.6%	45.0%	45.0%
Gross floor area	31,559 s.f.	33,300 s.f.	33,300 s.f.
Height (maximum)	22.4 feet	22.4 feet	35 feet
Parking*	23 spaces	69 spaces	50 to 83 spaces

* The minimum required parking for the site, based on a research and development use and using a rate of 1.5 spaces per 1,000 square feet, is 50 parking spaces. Using a rate of 2.5 spaces per 1,000 square feet, the maximum required parking for the site is 83 parking spaces. The O zoning district establishes minimum and maximum parking values to limit construction and operational transportation impacts.

Second, the applicant is requesting use permit approval for a diesel generator, as a hazardous materials review, and this request is subject to Planning Commission review. No tenants have been chosen at this time.

Site layout

The proposed project would be located in a generally centralized location on the project site, as the property is limited for development by a 20-foot railway easement along its western (rear) property line.

As stated earlier, the main building footprint would remain in place, apart from the removal of the front office area. In the general location of the front office space to be removed, new main entrance doors would be located near the front right corner of the building, with an entry courtyard added to the right side of the front of the building. To the left of the building, an open, walled enclosure is proposed to contain a new trash enclosure, a new transformer, and a new diesel generator. The trash enclosure would be designed to accommodate the three streams of waste conveyance (landfill waste, recycling, and compost), and the applicant is required to finalize their zero waste management plan and obtain approval from Recology, per Condition 2a. The zero waste management plan is required for all projects with an alteration of at least 10,000 square feet, per Section 16.43.140(5) of the Zoning Ordinance.

The vehicular parking lot of the site would be restriped and expanded in front of the building and along the right side of the building to increase the total parking count from 23 to 69 parking spaces. The applicant is proposing four short-term bicycle parking spaces within the outdoor area in the front of the main building entry and 10 long-term bicycle parking spaces within a bicycle storage room along the left side of the building, for a total of 14 bicycle parking spaces. The bicycle parking proposed on site is in compliance with the Zoning Ordinance requirements, which are six long-term bicycle parking spaces and two short-term bicycle parking spaces.

Additional frontage improvements are required for the site, which include curb, gutter, sidewalk, landscaping, and utility improvements, including a street light replacement, per Section 16.43.120 of the Zoning Ordinance. These required improvements are triggered because the proposed work has a cumulative construction value exceeding \$500,000. Condition 2b would ensure that all improvements are made to the satisfaction of the Transportation, Engineering, and Planning Divisions.

Gross floor area (GFA) and floor area ratio (FAR)

The proposed new building would be developed up to the site's maximum, 33,300 square feet of gross floor area (GFA). In particular, the interior of the building, would be reconfigured to contain 28,624 square feet on the first floor and 4,676 square feet on the second floor. As such, the proposed project would be developed at a base level FAR of 45 percent, at the maximum FAR. Table 1 includes more details regarding GFA and FAR for the proposed project.

Proposed diesel generator

The Hazardous Materials Information Form for the proposed generator, the supplemental diesel generator form, and a discussion of protection measures in the event of an emergency are included as Attachment C.

The proposed diesel backup generator would be on-site and located approximately 73.3 feet from the front property line and 45.0 feet from the closest side property line, along the left side. The generator would be located within a CMU wall enclosure, alongside the proposed locations of a trash enclosure and transformer. The proposed generator would be tested monthly, and the testing would occur on a weekday (Monday-Friday) within normal business hours. Condition 2c would require the monthly generator testing to be within the hours of 8:00 a.m. to 6:00 p.m. and between Monday through Friday. Testing is subject to the Noise Ordinance, which limits noise to 60 decibels during the day and 50 decibels during the night as measured at the nearest residential property line. However, with the majority of neighboring properties zoned as O, the nearest residential property is located approximately 630 feet from the proposed generator.

Agency review

The City of Menlo Park Building Division, the Menlo Park Fire Protection District, the West Bay Sanitary District and the San Mateo County Environmental Health Division were contacted regarding the proposed use of hazardous materials on the project site. Each entity found the proposal to be in compliance with applicable standards, with some providing additional requirements. Project-specific condition of approval 2d would require the applicant to provide documentation of having completed the additional requirements outlined in the agency referral forms prior to building permit issuance. The agency referral forms are included as Attachment D.

The City is only reviewing the diesel generator request at this time and any future storage and use of hazardous materials would require an administrative permit. Any future use of hazardous materials or chemicals related to an R&D use would be reviewed by Planning Division staff through an administrative permit, as enumerated in the Zoning Ordinance. Any future administrative permits for the use and storage of hazardous materials or chemicals would be subject to separate noticing and a separate appeal period, during which a member of the public could appeal the request to the Planning Commission. The administrative permit process also would include review and approval by the Menlo Park Fire Protection

District, San Mateo County Environmental Health Division, West Bay Sanitary District, and Menlo Park Building Division of the tenant's specific chemical inventory, operations, and safeguards to confirm that any future proposed use of hazardous materials would comply with all safeguards and code requirements applicable to the use and storage of hazardous materials for R&D purposes.

Design and materials

The applicant states in their project description letter that the proposed project would be updated to provide a new modern aesthetic, and the proposed changes would be comprehensive for the building, in addition to reconfiguration of the parking lot and landscaping for the site. The main entry door would be centered along the right corner of the front elevation. The existing concrete panels would remain the predominant wall material along the façades, with corrugated metal as accents along portions of the front and right elevations. Metal is also proposed for the rooftop equipment screening. The new windows would contain aluminum framing. Along the left elevation, two metal roll-up doors would remain, and one metal roll-up door would be removed and filled in with stucco, with the wall painted to match the façade. New metal doors would be proposed along the left elevation, while aluminum-framed glass doors are proposed along the front, right, and rear elevations. Generally, the massing would maintain the original rectangular form, and would appear more reduced than the existing building with the front office portion removed.

Per Municipal Code 16.43.140, the O zoning district requires bird-friendly glazing. For the replacement windows, the applicant has specified a custom film of one quarter-inch-diameter grey frosted marker dots, in the shape of a ball, to meet the bird-friendly glazing requirement.

Staff believes that the scale, materials, and style of the proposed building would result in a consistent aesthetic approach and overall update to the site, and the proposed project would be generally consistent with the broader neighborhood. Staff believes that the proposed architectural style would be comprehensively executed, cohesive, and harmonious.

Below market rate (BMR) ordinance

The City's BMR Housing Program requires commercial development projects to provide BMR housing on site (if allowed by the zoning district) or off site. If it is not feasible to provide BMR units, the developer must pay an in-lieu fee prior to issuance of a building permit for the proposed project. The applicant submitted a preliminary BMR housing term sheet that was reviewed by Planning and Housing staff. Because the applicant does not own property zoned for residential land uses elsewhere in the city, the applicant has requested to pay the applicable in-lieu fee for the proposed project.

On February 1, 2023, the Housing Commission reviewed and recommended approval of the applicant's proposed BMR term sheet. At the time of the meeting, the in-lieu fee the rate for warehouse uses was \$11.46 per square foot of gross floor area and the rate for R&D uses was \$21.12 per square foot of gross floor area, which equated to approximately \$341,629.86, based on the net change in GFA of 33,300 square feet of a proposed R&D use replacing 31,559 square feet of warehousing. As such, the applicant would be responsible to contribute approximately \$341,629.86 to the City's BMR housing fund. The BMR fee rate is subject to change annually on July 1 and the final fee would be calculated based on the square footage and the fee rate at the time of fee payment.

Trees and landscaping

The applicant has submitted an arborist report (Attachment E), detailing the species, size, and conditions of the nearby heritage and non-heritage trees. The report discusses the impacts of the proposed improvements and provides recommendations for tree maintenance and protection. As part of the project review process, the arborist report was reviewed by the City Arborist. Table 2 below summarizes the project trees by species, size, condition, and whether the trees are proposed to be preserved or removed.

Table 2: Project tree summary				
Tree Number	Species	Size (DBH, in inches)	Condition	Removal/Reason
1	Red maple	1 (non-heritage size)	Dead	To be removed
2	Muskogee hybrid crape myrtle	2 (non-heritage size)	Fair	To be removed
3	Olive	9 (non-heritage size)	Fair	To be removed
4	London plane	15 (heritage size)	Fair	To be preserved
5	Coast live oak	4 (non-heritage size)	Good	To be preserved
6	Coast live oak	3 (non-heritage size)	Fair	To be preserved
7	Coast live oak	13 (heritage size)	Good	To be preserved
8	Chinese elm	6 (non-heritage size)	Fair	To be preserved
9	Chinese elm	7 (non-heritage size)	Fair	To be preserved
10	Coast live oak	20 (heritage size)	Poor	To be preserved
11	Orange	8 (non-heritage size)	Fair	To be removed
12	Orange	5 (non-heritage size)	Poor	To be removed

* Of the three heritage trees (trees #4, 7, and 10), two are located along the right side of the neighboring 120 Scott Drive property and one is located in a street tree in front of the of the neighboring 4025 Bohannon Drive property.

To protect the heritage and non-heritage trees on site, the arborist report has identified such measures as avoiding any interruptions to the irrigation of tree roots, tree protection fencing, installing wrap protection, limited limb pruning, staking the limits of grading and development-related work for arborist review, using an air spade within open trenches, maintaining moisture and burlap wrapping for all exposed roots, avoiding any root cutting greater than two inches without arborist assessment, and careful hardscape demolition to avoid tree damages. All recommended tree protection measures identified in the arborist report would be implemented and ensured as part of condition 1u.

No heritage trees are proposed for removal. A total of 13 new trees are proposed, of which four would be new street trees along the public right-of-way in front of the project site.

Correspondence

The applicant states in their project description letter that the property owner has completed outreach efforts, which involved sending a letter to neighboring properties informing them of this proposed project. The letter, and the subsequent responses the applicant team received, are included in their project description letter. The applicant received two letters of support and one letter of appreciation for the outreach effort.

As of the writing of this report, staff received one letter of correspondence about the proposed project (Attachment F). The letter expressed concern with the use of diesel as a fuel source and not choosing an alternative to a carbon-emitting fuel for the proposed generator. The applicant is aware of the potential pollution impacts, as well as the potential alternative fuel sources that could be used for back-up energy, per their project description letter. The applicant has also stated in their project description letter that the diesel generator is the most viable solution that they could choose, given sizing constraints and preference to not maintain natural gas connections on site.

Conclusion

Staff believes that the scale, materials, and proposed design would be compatible with the existing developments within the Bohannon Drive area, and the material upgrades would be harmonious. In addition, the removal of the front office area would lessen the building to the original rectangular massing, which would appear more reduced in size than the existing building. The proposed project would create a renovated R&D building to attract new R&D/life sciences uses to the area, consistent with the land uses identified in the General Plan for the Office land use designation and in the O zoning district. For any hazardous materials requests associated with future R&D tenants, a separate administrative permit request would be required, which would be subject to separate noticing and a separate appeal period, during which a member of the public could appeal the request to the Planning Commission. The City of Menlo Park Building Division, the Menlo Park Fire Protection District, the West Bay Sanitary District and the San Mateo County Environmental Health Division were contacted regarding the proposed use of hazardous materials for the emergency backup generator on the project site. Each entity found the proposal to be in compliance with applicable standards, with some providing additional requirements. Staff recommends that the Planning Commission approve the proposed project.

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.

Environmental Review

The project is categorically exempt under Class 1 (Section 15301, "Existing Facilities") of the current California Environmental Quality Act (CEQA) Guidelines.

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 quarter-mile radius of the subject property.

Appeal Period

The Planning Commission action will be effective after 15 days unless the action is appealed to the City Council, in which case the outcome of the application shall be determined by the City Council.

Attachments

- A. Draft Planning Commission Resolution
 - Exhibits to Attachment A
 - A. Project Plans
 - B. Project Description Letter
 - C. Conditions of Approval
- B. Location Map
- C. Hazardous Materials Information Form
- D. Hazardous Materials Agency Referral Forms
- E. Arborist Report
- F. Correspondence

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

Exhibits to Be Provided at Meeting

None

Report prepared by:
Matt Pruter, Associate Planner

Report reviewed by:
Corinna Sandmeier, Principal Planner

PLANNING COMMISSION RESOLUTION NO. 2023-XX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK APPROVING AN ARCHITECTURAL CONTROL PERMIT FOR AN INCREASE IN GROSS FLOOR AREA AND EXTERIOR MODIFICATIONS, AND A USE PERMIT FOR HAZARDOUS MATERIALS TO INSTALL A DIESEL BACK-UP GENERATOR AT 4055 BOHANNON DRIVE AND DETERMINING THAT THE PROJECT IS EXEMPT FROM CEQA PURSUANT TO CEQA GUIDELINES SECTION 15301.

WHEREAS, the City of Menlo Park (“City”) received an application requesting exterior modifications of an existing two-story commercial building with a surface parking lot and surrounding landscaping, in the O (Office) zoning district. As part of the proposed work, an existing office area at the front of the building would be demolished and the second floor would be expanded, to increase the gross floor area by 1,741 square feet. The proposal also includes a request for a use permit for hazardous materials to install a diesel back-up generator, which would be kept in an open enclosure along with a trash enclosure and transformer (collectively, the “Project”) from Peter Banzhaf (“Applicant”), on behalf of 4055 Bohannon Owner LLC (“Owner”), located at 4055 Bohannon Drive (APN 055-253-030) (“Property”). The Project use permit and architectural control requests are depicted in and subject to the development plans and project description letter, which are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference; and

WHEREAS, the Property is located in the O (Office) zoning district. The O zoning district allows a mixture of land uses with the purposes of attracting professional office uses, allowing administrative and professional office uses and other services that support light industrial and research and development sites nearby, providing opportunities for quality employment and development of emerging technology, entrepreneurship, and innovation, and facilitating the creation of a thriving business environment with goods and services that support adjacent neighborhoods as well as the employment base; and

WHEREAS, the proposed Project is located in the O (Office) zoning district and is requesting hazardous materials for review of a proposed diesel back-up generator. The O zoning district allows for hazardous materials review through an administrative permit. Because other entitlements are requested for the proposed Project, the request for hazardous materials review is being processed as a use permit; and

WHEREAS, pursuant to the City’s Below Market Rate (BMR) Housing Program (Chapter 16.96.040), the applicant would pay an in-lieu fee of approximately \$341,629.86, to be paid prior to issuance of building permits; and

WHEREAS, the proposed Project complies with all applicable objective standards of the City’s Zoning Ordinance, including green and sustainable building standards, and is consistent with the City’s General Plan goals, policies, and programs; and

WHEREAS, the proposed Project was reviewed by the Transportation and Engineering Divisions and found to be in compliance with City standards; and

WHEREAS, the Applicant submitted an arborist report prepared by Arbor Resources, which was reviewed by the City Arborist and found to be in compliance with the Heritage Tree Ordinance and proposes mitigation measures to adequately protect heritage trees in the vicinity of the project; and

WHEREAS, the proposed diesel generator was reviewed by the Menlo Park Fire Protection District, the Menlo Park Building Division, the San Mateo County Environmental Health Services Division, and West Bay Sanitary District, and found to comply or conditionally comply with all applicable rules and regulations to ensure the safety of the on-site occupants and surrounding community; and

WHEREAS, the Project, requires discretionary actions by the City as summarized above, and therefore the California Environmental Quality Act ("CEQA," Public Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require a determination regarding the Project's compliance with CEQA; and

WHEREAS, the City is the lead agency, as defined by CEQA and the CEQA Guidelines, and is therefore responsible for the preparation, consideration, certification, and approval of environmental documents for the Project; and

WHEREAS, the Project is categorically except from environmental review pursuant to CEQA Guidelines §15301 (Existing Facilities); and

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

WHEREAS, at a duly and properly noticed public hearing held on April 24, 2023, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to taking action regarding the Project.

NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY RESOLVES AS FOLLOWS:

Section 1. Recitals. The Planning Commission has considered the full record before it, which may include but is not limited to such things as the staff report, public testimony, and other materials and evidence submitted or provided, and the Planning Commission finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

Section 2. Architectural Control Permit. The Planning Commission of the City of Menlo Park does hereby make the following Findings:

The approval of the architectural control permit for the exterior modifications is granted based on the following findings, which are made pursuant to Menlo Park Municipal Code Section 16.82.020:

1. That the general appearance of the structures is in keeping with character of the neighborhood; in that, the proposed Project is designed in an updated modern architectural style, incorporating materials and design elements that would be harmonious and consistent with the surrounding neighborhood.
2. That the development will not be detrimental to the harmonious and orderly growth of the city; in that, the Project consists of exterior modifications consistent with the existing building. The Project's design is generally consistent with all applicable requirements of the City of Menlo Park Municipal Code. The Project is increasing the number of parking spaces to satisfy the required parking for the site. Therefore, the Project will not be detrimental to the harmonious and orderly growth of the city.
3. That the development will not impair the desirability of investment or occupation in the neighborhood; in that, the Project consists of exterior modifications consistent with the existing building, which is for a use that is consistent with the applicable standards of the Zoning Ordinance for the project site. The proposed Project is designed in a manner consistent with all applicable codes and ordinances, as well as the ConnectMenlo goals and policies. Therefore, the proposed Project would not impair the desirability of investment or occupation in the neighborhood.
4. That the development provides adequate parking as required in all applicable city ordinances and has made adequate provisions for access to such parking; in that, the Project is increasing the number of vehicular and bicycle parking spaces to satisfy the required parking for the site. Therefore, the proposed development provides sufficient on-site parking for both vehicles and bicycles.
5. That the development is consistent with any applicable specific plan; in that, the Project is located in the Bayfront neighborhood, which is not subject to any specific plan. However, the Project is consistent with all the applicable goals, policies, and programs of ConnectMenlo and is consistent with all applicable codes, ordinances, and requirements outlined in the City of Menlo Park Municipal Code.

Section 3. Conditional Use Permit Findings. The Planning Commission of the City of Menlo Park does hereby make the following Findings:

The approval of the use permit to install a diesel back-up generator for a two-story commercial building is granted based on the following findings which are made pursuant to Menlo Park Municipal Code Section 16.82.030:

1. That the establishment, maintenance, or operation of the use applied for will, under the circumstance of the particular case, not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing in the neighborhood of such proposed use, or injurious or detrimental to property and improvements in the neighborhood or the general welfare of the city because:
 - a. Consideration and due regard were given to the nature and condition of all adjacent uses and structures, and to general plans for the area in question and surrounding areas, and impact of the application hereon; in that, the proposed use permit is consistent with the Zoning Ordinance, as well as the General Plan, as diesel emergency back-up generators are permitted through a use permit or administrative permit process, and would allow the addition of a diesel emergency back-up generator to a redevelopment project that would be compatible with the surrounding uses, as the storage and usage of the generator would be only for testing and emergency purposes and screened from the public right-of-way. The diesel back-up generator is necessary to supply emergency energy for the building.

Section 4. Architectural Control Permit. The Planning Commission approves Architectural Control Permit No. PLN2022-00049, which is depicted in and subject to the development plans and project description letter, which are attached hereto and incorporated herein by this reference as Exhibit A and Exhibit B, respectively. The Architectural Control Permit is conditioned in conformance with the conditions attached hereto and incorporated herein by this reference as Exhibit C.

Section 5. Conditional Use Permit. The Planning Commission approves Use Permit No. PLN2022-00049, which is depicted in and subject to the development plans and project description letter, which are attached hereto and incorporated herein by this reference as Exhibit A and Exhibit B, respectively. The Use Permit is conditioned in conformance with the conditions attached hereto and incorporated herein by this reference as Exhibit C.

Section 6. ENVIRONMENTAL REVIEW. The Planning Commission makes the following findings, based on its independent judgment after considering the Project, and having reviewed and taken into consideration all written and oral information submitted in this matter:

- A. The Project is categorically except from environmental review pursuant to Cal. Code of Regulations, Title 14, §15301 et seq. (Existing Facilities).

Section 7. 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, Corinna Sandmeier, Principal Planner and Planning Commission Liaison of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on April 24, 2023, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 24th day of April, 2023.

Corinna Sandmeier
Principal Planner and Planning Commission Liaison
City of Menlo Park

Exhibits

- A. Project Plans
- B. Project Description Letter
- C. Conditions of Approval

VICINITY MAPS



CLIENT
HELIOS REAL ESTATE

ARCHITECT
DES ARCHITECTS + ENGINEERS
399 BRADFORD STREET
REDWOOD CITY, CALIFORNIA 94063
PHONE: (650) 364-6453
WEBSITE: WWW.DES-AE.COM
CONTACT: SUSAN ESCHWEILER / HOWARD KWOK

4055 Bohannon Drive, Menlo Park

Architectural Control Review Package

PROJECT DATA

A. ZONING DESIGNATION	0 – OFFICE DISTRICT
B. PARCEL NO.	055-253-030
C. SITE AREA	74,000 SF (1.69 ACRE)
D. PROPOSED USE	LIFE SCIENCE/OFFICE
E. FAR	.45 (33,300 SF)
F. BUILDING AREA	31,559 SF OF GFA
EXISTING	33,300 SF OF GFA
PROPOSED	NOTE: SEE SHEET A3a AND A3b FOR DETAIL BREAK DOWN TABLE OF FLOOR AREA INCLUDING ALLOWABLE EXEMPTIONS.
G. BUILDING HEIGHT	ALLOWABLE BUILDING HEIGHT 35' MAX + SCREEN HEIGHT 14' MAX
EXISTING	21'-9 1/2" TOP OF TYPICAL PARAPET
PROPOSED	21'-9 1/2" TOP OF TYPICAL PARAPET, 33'-0" MAX. TOP OF PROPOSED FACADE & SCREEN
	NOTE: ALL THE ABOVE BUILDING HEIGHT ELEVATIONS ARE BASED ON THE AVERAGE BUILDING FINISH FLOOR (FF) OF 13.00 AS 0'-0" BASE POINT ELEVATION.
H. PARKING REQUIRED	BASED ON BUILDING AREA 33,300 SF AT "0" ZONING MINIMUM RATIO MINIMUM PARKING REQUIRED = 67 STALLS
I. PARKING PROVIDED	ONE SIZE-FIT-ALL STALL 54 STANDARD ACCESSIBLE STALL 2 VAN ACCESSIBLE STALL 1 STANDARD EV STALL 8 STANDARD ACCESSIBLE EV STALL 1 VAN ACCESSIBLE EV STALL 1 CLEAN AIR/VAN POOL 2 TOTAL PROPOSED STALLS PROVIDED 69
J. BICYCLE PARKING	4 SHORT TERM BICYCLE STORAGE REQUIRED 4 SHORT TERM BICYCLE STORAGE PROVIDED (WITH 2 BICYCLE RACKS FOR 4 ADJACENT TO ENTRY AREA) 2 LONG TERM BICYCLE LOCKERS REQUIRED BUILDING INTERIOR BICYCLE STORAGE ROOM PROVIDED CAPACITY OF LONG TERM BICYCLE ROOM STORAGE IS UP TO 10 BIKES

SHEET INDEX

A1	VICINITY MAPS, PROJECT DATA & SHEET INDEX
A2a	EXISTING PHOTOGRAPHS OF BUILDING AND SITE
A2b	EXISTING PHOTOGRAPHS OF BUILDING AND SITE
A2c	PROPOSED AREA PLAN AND STREET SCAPE
A3a	EXISTING BUILDING SQUARE FOOTAGE CALCULATION DIAGRAMS
A3b	PROPOSED BUILDING SQUARE FOOTAGE CALCULATION DIAGRAMS
A4a	EXISTING FIRST LEVEL FLOOR PLAN & USE DESCRIPTION
A4b	EXISTING SECOND LEVEL FLOOR PLAN
A5a	PROPOSED FIRST LEVEL FLOOR PLAN & USE DESCRIPTION
A5b	PROPOSED SECOND LEVEL FLOOR PLAN
A6	EMERGENCY GATHERING PLAN
A7	PROPOSED ROOF PLAN
A8	EXISTING ELEVATIONS WITH DEMOLITION SCOPE AREA
A9a	PROPOSED ELEVATIONS
A9b	PROPOSED BUILDING SECTIONS
A10	PROPOSED SERVICE YARD
A11a	PROPOSED MATERIALS AND FINISHES
A11b	PROPOSED MATERIALS AND FINISHES
A11c	PROPOSED BIRD SAFETY FILM INFORMATION

CIVIL

C1.0	EXISTING CONDITIONS-TOPOGRAPHIC SURVEY
C2.0	PROPOSED SITE PLAN
C3.0	GRADING, DRAINAGE AND UTILITY PLAN
C4.0	STORMWATER QUALITY CONTROL PLAN
C4.1	STORMWATER CALCULATIONS, NOTES AND DETAILS.

LANDSCAPE

L1.1	GENERAL NOTES AND LEGEND
L1.2	PLANTING NOTES AND LEGEND
L1.3	WATER EFFICIENT LANDSCAPE ORDINANCE DOCUMENTS
L2.1	CONCEPTUAL LANDSCAPE LAYOUT PLAN
L3.1	TREE DISPOSITION PLAN
L3.2	ARBORIST REPORT
L3.3	ARBORIST REPORT
L3.4	ARBORIST REPORT
L3.5	ARBORIST REPORT
L4.1	CONCEPTUAL PLANTING PLAN
L5.1	IRRIGATION ZONE DIAGRAM
L6.1	SCHEMATIC DESIGN DETAILS

FRONTAGE IMPROVEMENT NOTES:

- ANY FRONTAGE IMPROVEMENTS WHICH ARE DAMAGED AS A RESULT OF CONSTRUCTION WILL BE REQUIRED TO BE REPLACED. ALL FRONTAGE IMPROVEMENT WORK SHALL BE IN ACCORDANCE WITH THE LATEST VERSION OF THE CITY STANDARDS DETAILS.
- AN ENCROACHMENT PERMIT FROM THE ENGINEERING DIVISION IS REQUIRED PRIOR TO ANY CONSTRUCTION ACTIVITIES, INCLUDING UTILITY LATERALS, IN THE PUBLIC RIGHT OF WAY.

VICINITY MAPS, PROJECT DATA & SHEET INDEX

4055 BOHANNON DRIVE

PLANNING SUBMITTAL 09.09.2022
PLANNING UPDATE #1 11.18.2022
PLANNING UPDATE #2 12.30.2022
PLANNING UPDATE #3 03.21.2023
PLANNING UPDATE #4 03.24.2023

A1

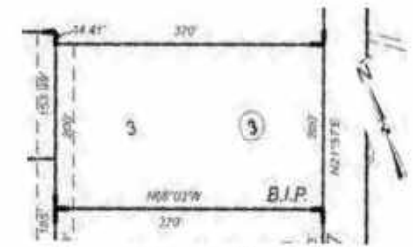
Project Number: 10315.001



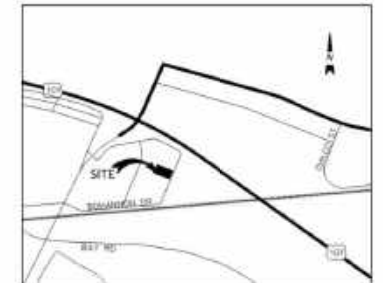
Front of Property Views



Existing Site Aerial Plan



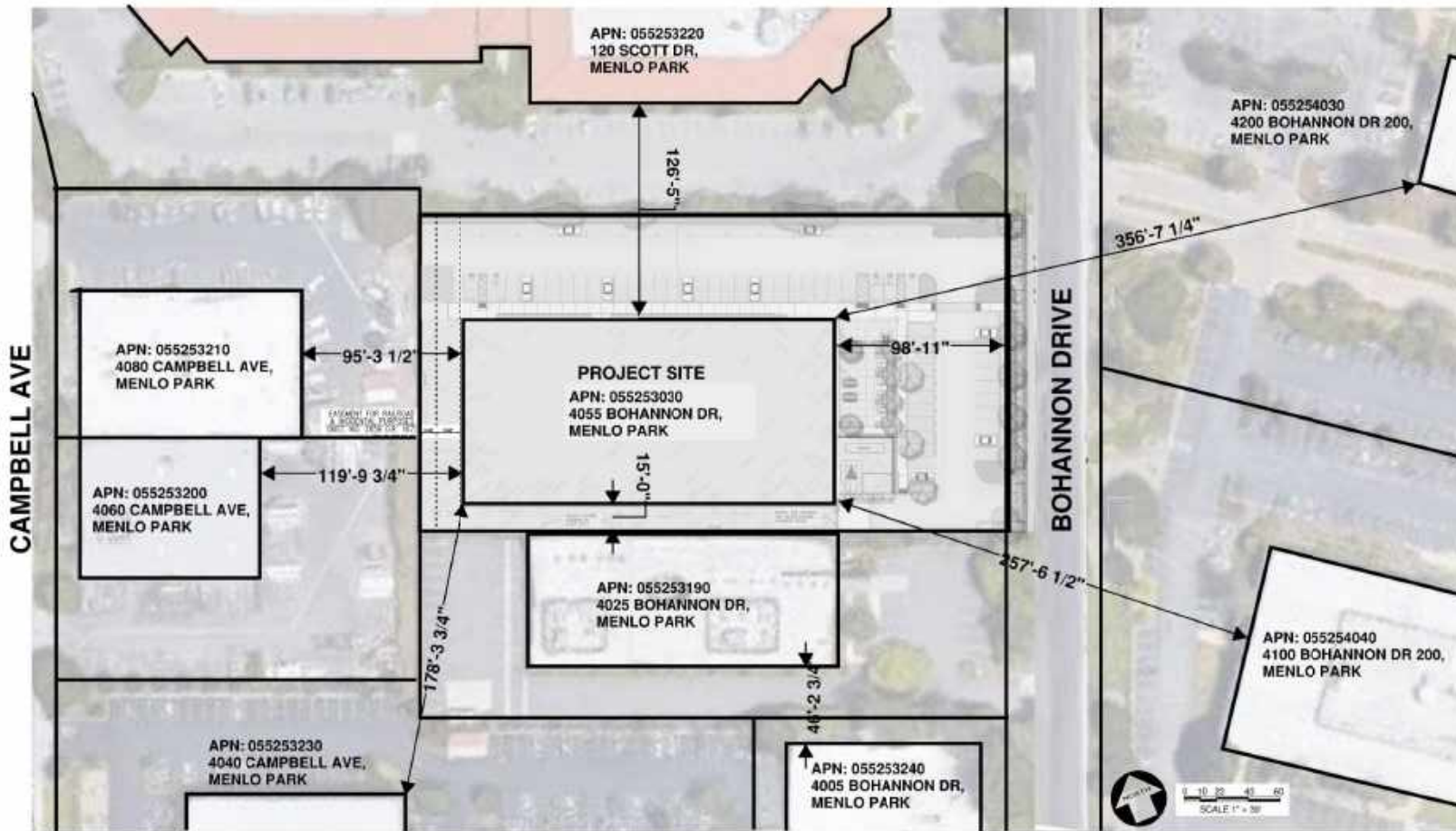
Parcel Map



Vicinity Map

Back

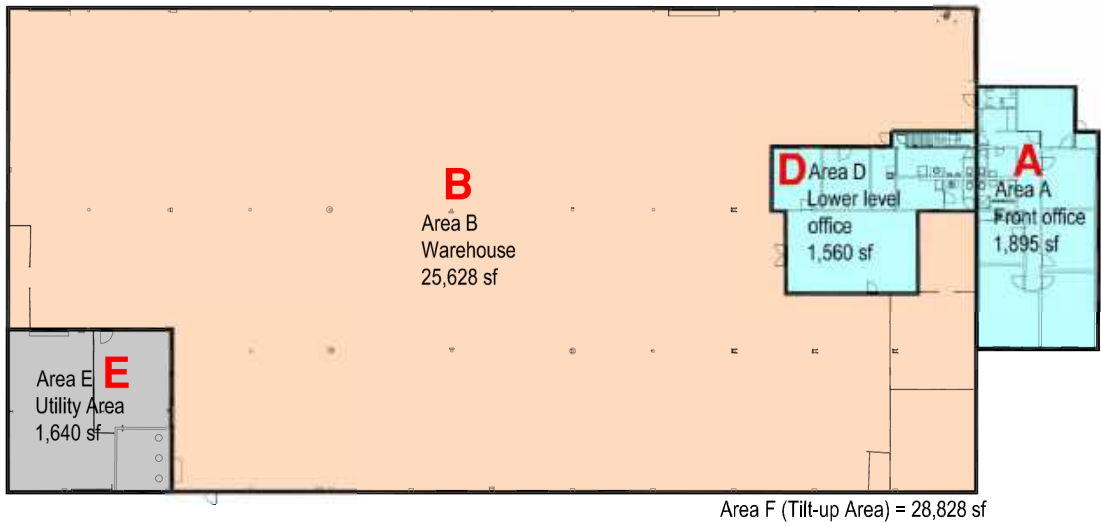
Bohannon Drive Front



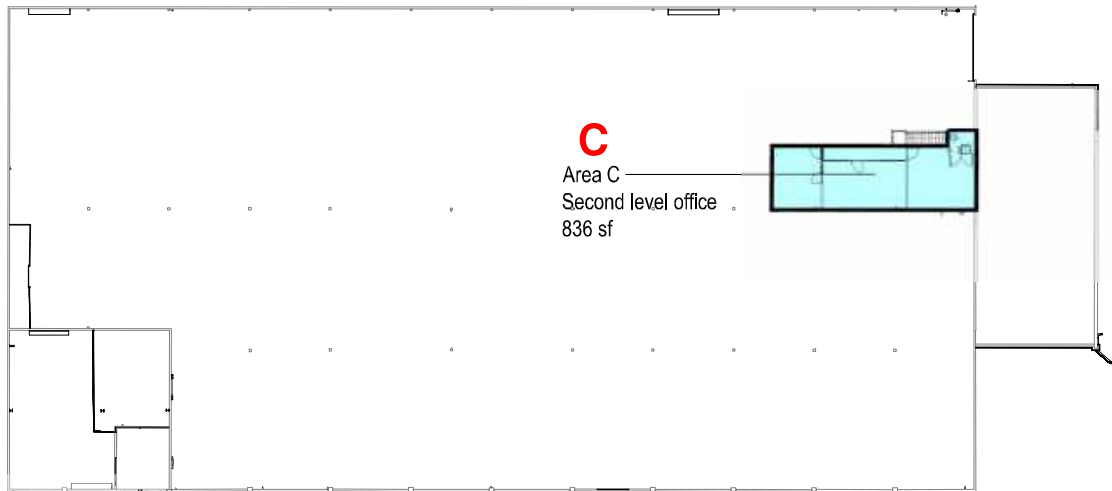
1 AREA PLAN



1 STREETScape VIEW ALONG BOHANNON DRIVE



EXISTING FIRST LEVEL SQUARE FOOTAGE (GFA) CALCULATION DIAGRAM

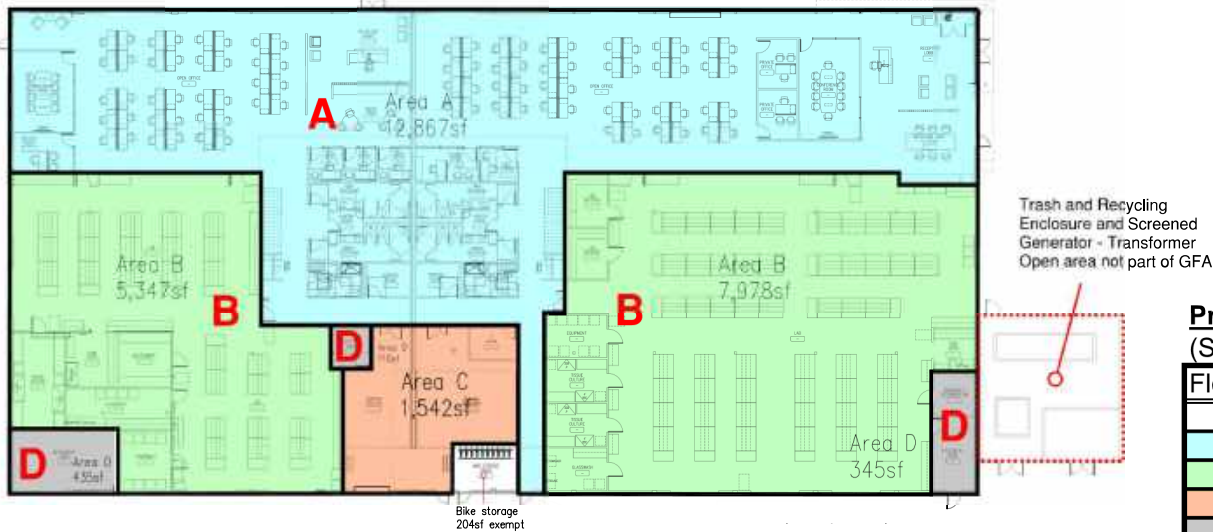


EXISTING SECOND LEVEL SQUARE FOOTAGE (GFA) CALCULATION DIAGRAM

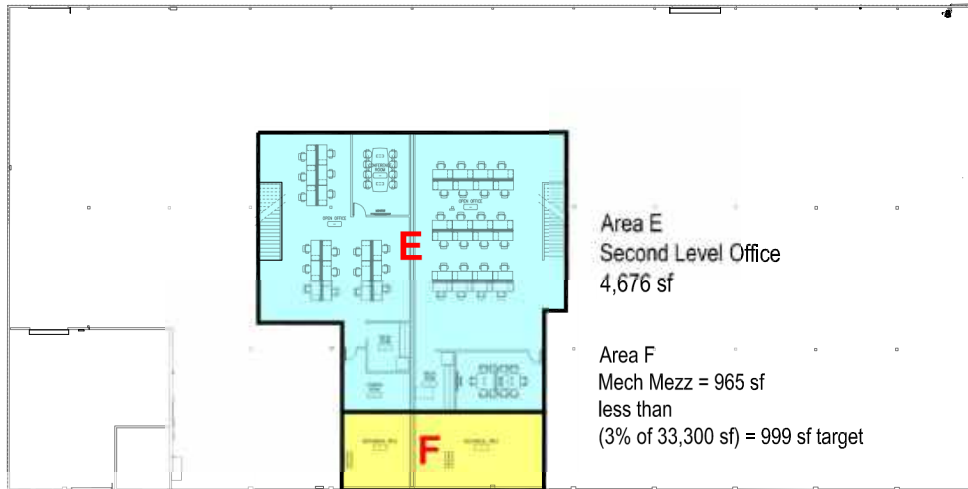
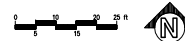
Existing Building GFA Table
(Sheet A3a)

Floor area limit calculation		
Area	Use	square footage
A	Front Office	1,895 sf
B	Warehouse	25,628 sf
C	Upper Level Office	836 sf
D	Lower Level Office	1,560 sf
E	Mechanical & Utility Area	1,640 sf
Total Existing GFA		31,559 sf

Note: No GFA exemption area on existing building plans.



PROPOSED FIRST LEVEL SQUARE FOOTAGE (GFA) CALCULATION DIAGRAM



PROPOSED SECOND LEVEL SQUARE FOOTAGE (GFA) CALCULATION DIAGRAM



Trash and Recycling Enclosure and Screened Generator - Transformer
Open area not part of GFA

Proposed improvement GFA Table (Sheet A3b)

Floor area limit calculation		
Area	Use	square footage
A	Lower Level Office	12,867 sf
B	R&D, Lab Area	13,325 sf
C	Shipping & Receiving**	1,542 sf
D	Mechanical & Utility Area	890 sf
E	Upper Level Office	4,676 sf
Total Proposed GFA		33,300 sf
Total Site Area = 74,000 sf		at 45% FAR
F	Mechanical Mezzanine	965 sf
(max. allowable 999 sf)* at 3% of 33,300 sf GFA		

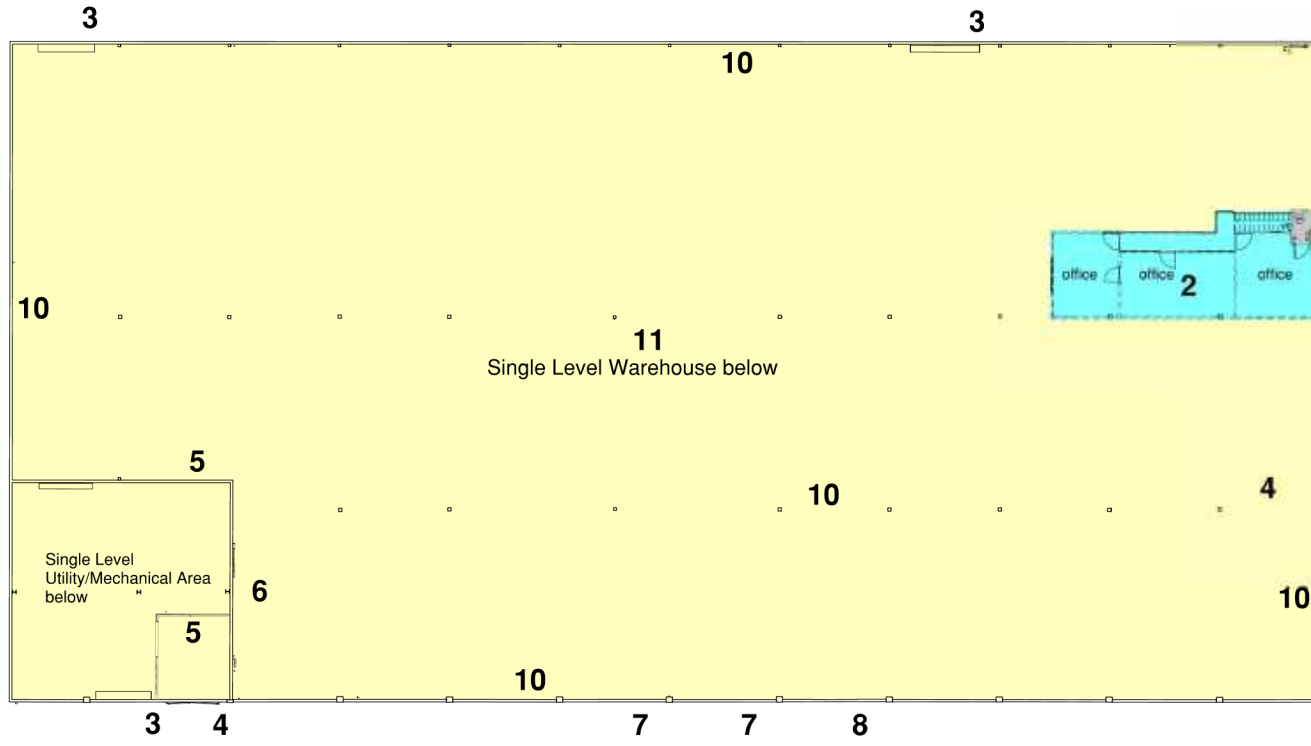
*Menlo Park code section 16.04.325 (C)(1) GFA exemption.
**Bike Storage room area is exempt from GFA per Menlo Park code section 16.04.325 (C)(3)

Summary

Total Existing Site Area = 74,000 sf (1.69 acres)
Total Existing GFA = 31,559 sf
Total Proposed GFA = 33,300 sf = 45% FAR
Proposed Mechanical Mezz = 965 sf *

*Menlo Park code section 16.04.325 (C)(1) GFA exemption.
**Bike Storage room area is exempt from GFA per Menlo Park code section 16.04.325 (C)(3)

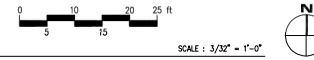
- Single Level Warehouse, Utility/Mechanical Area and Front Office Roof below
- Office Area
- Utility and Mechanical Area
- Walls and Doors to be Demolished/Removed



KEY NOTES

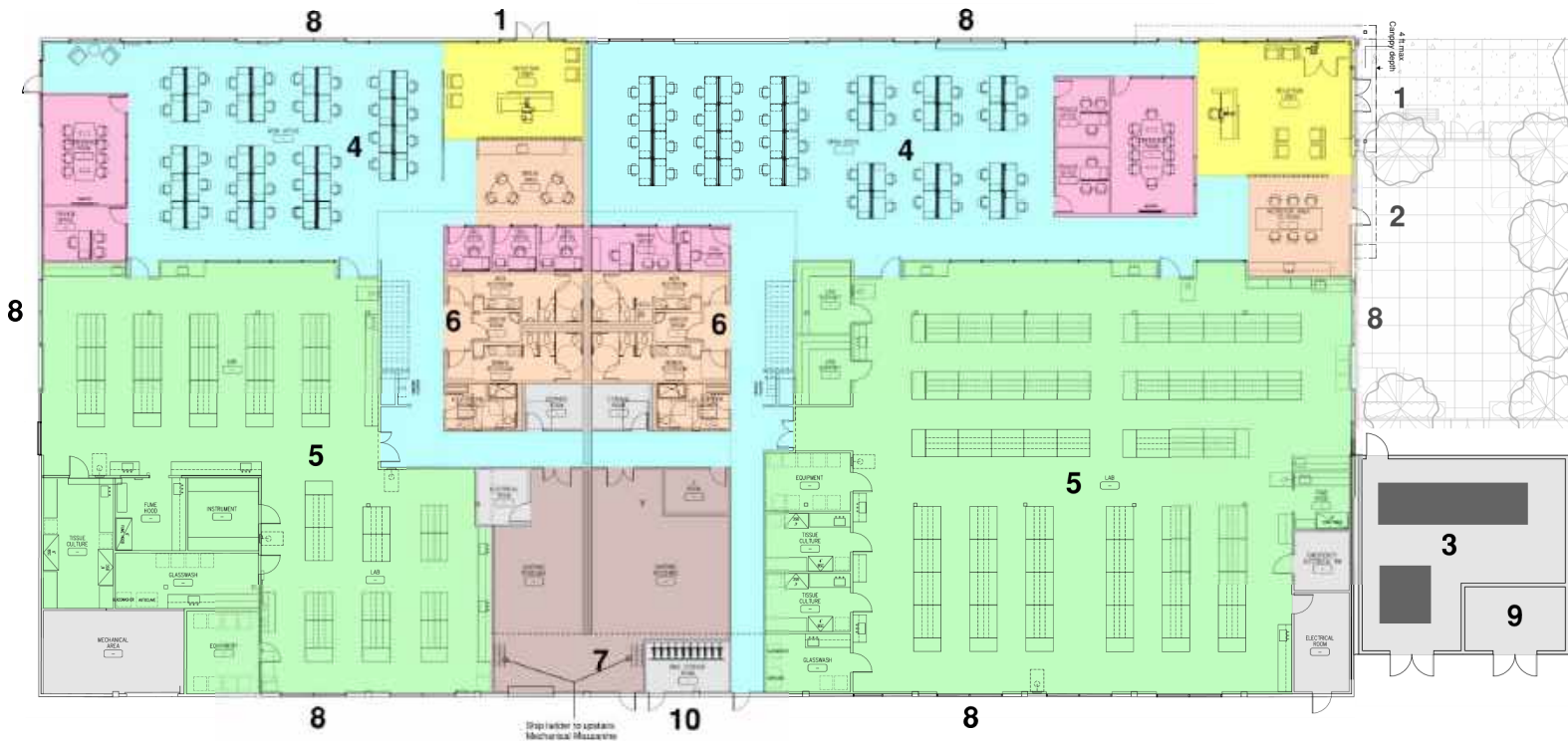
- i DEMOLISH THE EXISTING SINGLE LEVEL FRONT OFFICE PORTION OF BUILDING
- ii DEMOLISH THE EXISTING OFFICE MEZZANINE
- iii EXISTING ROLL UP DOOR OPENINGS TO REMAIN
- iv DEMOLISH ALL EXISTING CHAIN-LINK GATE AND FENCING ON PROPERTY
- v EXISTING INTERIOR CONCRETE WALLS TO REMAIN
- vi DEMOLISH & RELOCATE ALL EXISTING ELECTRIC PANELS AND SWITCHGEAR
- vii MODIFY EXISTING WINDOW OPENINGS INTO NEW DOOR OPENINGS
- viii DEMOLISH EXISTING WINDOW
- ix DEMOLISH EXISTING FENCED PATIO AND SEATING AREA
- x ALL EXISTING STRUCTURAL COLUMNS, EXTERIOR CONCRETE WALLS AND ROOF TO REMAIN. U.O.N.
- xi OPEN TO BELOW EXISTING SINGLE LEVEL AREA
- xii DEMOLISH SCOPE -TOP OF EXISTING OFFICE BELOW

1 EXISTING FLOOR PLAN WITH DEMOLITION SCOPE



C:\1_2022 - 219pm - Files\1\055_Bhannon\055_Bhannon\10319101_Dev\Arch\Arch_Coord\Rev\A4b_Existing_Floor_Plan.rvt

- Lobby Area
- Lab and Lab Support Area
- Building Support and Storage
- Shipping Receiving
- Conference or Private Offices
- Office Area
- Staff Amenities Area



- KEY NOTES**
- 1 MAIN TENANT ENTRANCE WITH CLEAR GLAZING
 - 2 EXISTING ACCESS DOOR OPENING TO PROPOSED PATIO AREA
 - 3 PROPOSED SCREENED SERVICE YARD AREA HOUSING ELECTRICAL EQUIPMENT, EMERGENCY GENERATOR AND TRASH ENCLOSURE. TRUCK LOADING AREA AT THE CORNER
 - 4 OPEN CEILING OFFICE AREA
 - 5 R&D LABORATORY AND SUPPORT ROOMS
 - 6 CENTRAL RESTROOM CORE AND SHOWERS
 - 7 SHIPPING & RECEIVING AREA WITH ACCESS FROM THE SOUTH ALLEY WAY
 - 8 PROPOSED NEW WINDOW OPENINGS TO IMPROVE INDOOR LIGHTING QUALITY AND ENERGY USE
 - 9 TRASH ENCLOSURE WITH ROOF
 - 10 LONG TERM BICYCLE STORAGE ROOM WITH DIRECT EXTERIOR ACCESS

1 PROPOSED FLOOR PLAN

4055 Bohannon Drive Proposed Use Description

The project seeks to transform one of the last industrial buildings in the Office zoning neighborhood into a Class A Research and Development facility to meet the needs of modern Life Science companies similar to those already found in the immediate neighborhood. The project proposes to upgrade all base building systems to current energy/seismic/building codes, enhance the visual presence of the building from all elevations, speculatively build out the interiors to meet the needs of active life science tenants in the marketplace, and connect key missing pedestrian walk paths along Bohannon Drive.

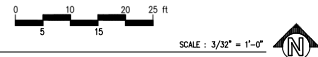
The building's configuration will be 40% office and 60% laboratories. A new second level is proposed in the center core of the building. The main lobby directly faces Bohannon Drive. Parking is contemplated in the same general locations as the existing site plan.

The proposed site design will include the followings:

1. Demolish the single level office portion of the existing building and existing chain link fence and gate to free up space for street front building upgrade and access elements.
2. Upgrade existing parking lot area to meet City of Menlo Park zoning and code requirements, such as the required storm water retention area, accessible parking and EV parking, accessible route connection required on site and to public sidewalk area.
3. Provide a street facing tenant use fenced patio area facing Bohannon Drive and landscape.
4. A shipping-receiving area and a screened service yard to house an Emergency generator, Electrical equipment, and a Trash enclosure with roof cover.
5. Based on the client's early meeting with Menlo Park Fire Department, the project will provide a Fire Department standpipe near the Southwest existing narrow aisle corner of the property for fire hose connection.
6. The proposed site design scope is also included Menlo Park required Off-site improvement elements discussed with City planners during initial pre-application meeting.

The proposed building design will include the followings:







1. Replace the demolished single level office building area with a screened service yard, a tenant use patio area with landscape elements.
2. Main tenant canopy entry area at Northeast corner of the building facing Bohannon Drive with access to front patio area, accessible and EV parking area and accessible pathway to public sidewalk.
3. Enhance existing warehouse exterior wall appearance by installing accent wall panel materials, new window storefront openings and new paint finish.
4. New window openings and skylight upgrade to improve natural daylighting quality of the new tenant spaces.
5. Roof screen design to screen all 4 sides of proposed mechanical equipment on existing roof.
6. New second level central office area with stair access will be replacing the demolished second level office on the East end of building.
7. Short-term and long-term bicycle parking will be on site based on the latest code requirement.
8. Shipping-receiving and Mechanical room access is provided along the existing Southern aisle on site, out of sight from public street view.

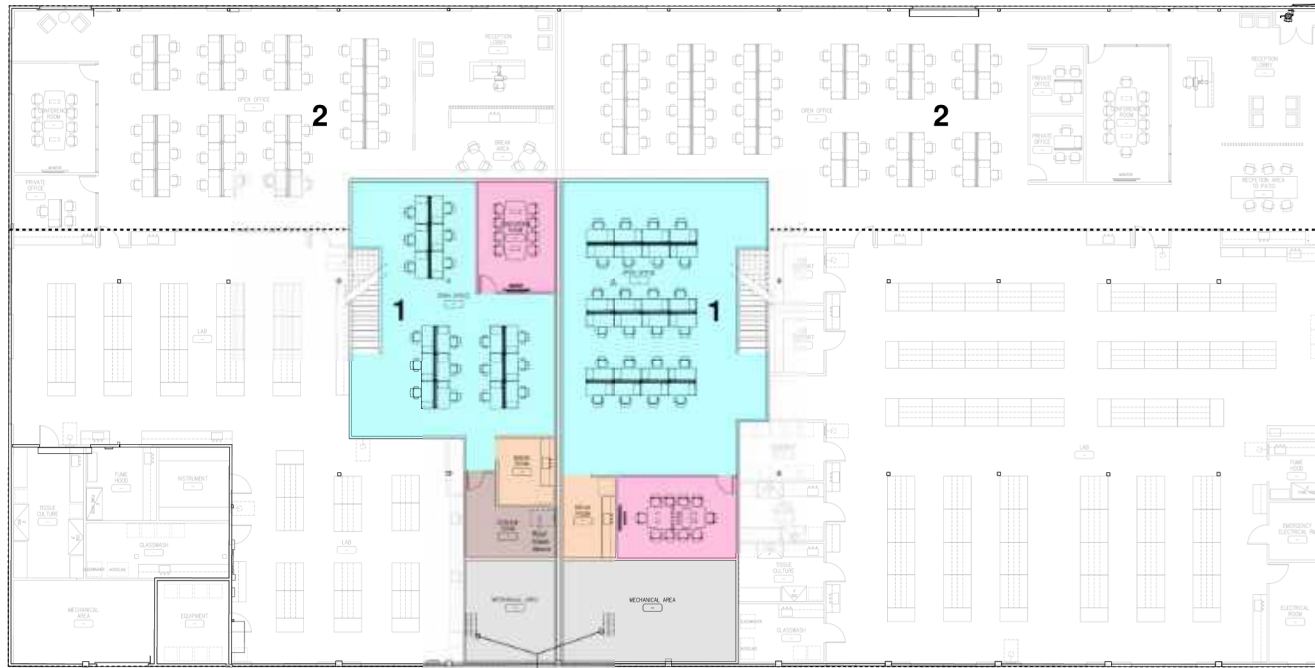


**PROPOSED FIRST LEVEL FLOOR PLAN & USE DESCRIPTION
TWO TENANTS PLAN**

4055 BOHANNON DRIVE
PLANNING SUBMITTAL 09.09.2022
PLANNING UPDATE #1 11.18.2022
PLANNING UPDATE #2 12.30.2022

A5a
Project Number: 10315.001

- | | | |
|---|--|--|
|  Mechanical Area |  Lab and Lab Support Area |  Building Support and Storage |
|  Conference or Private Offices |  Office Area |  Staff Amenities Area |

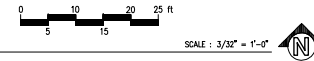


KEY NOTES

- 1 PROPOSED SECOND LEVEL OFFICE SPACE
- 2 FULL HEIGHT OPEN CEILING AT OFFICE AREA

Shop letter to upgrade Mechanical Musings (Exempt GFA area)

1 PROPOSED SECOND LEVEL FLOOR PLAN



01.28.2022 - 12:23pm - Helios - P:\Helios\452 - Bohannon\41031915\1031915\1031915\Arch\A5b_Center_Renov\A5b_Proposed_Second_Floor_Plan.rvt

APN: 055253220
120 SCOTT DR,
MENLO PARK

PROJECT SITE
4055 BOHANNON DRIVE



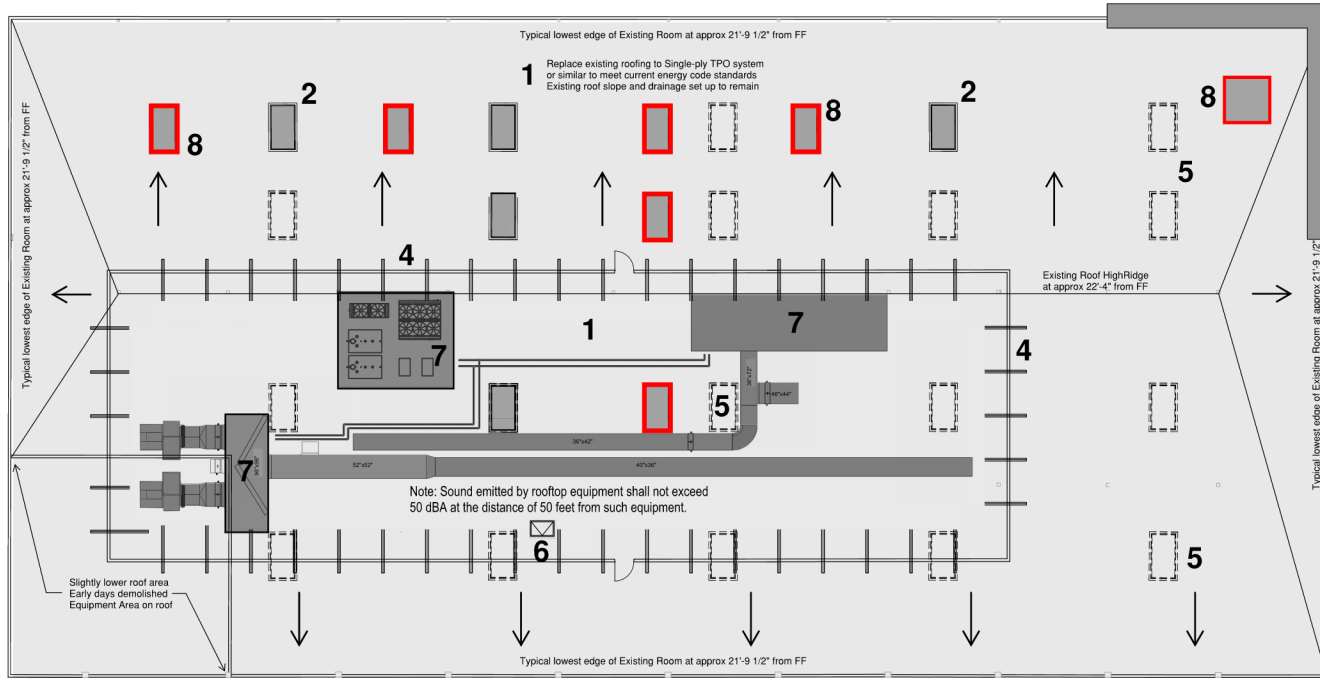
Bohannon Drive

- Legend**
- 1** Emergency Generator inside the open top concrete enclosure
 - 2** Typical Emergency Shower + Eyewash station location in R&D areas
 - 3** Locations of possible Rated Chemical Storage enclosure (Coordination with Future Tenant is required)
 - 4** Emergency Gathering Area Away from Fire Truck access route and connected by accessible paths on site.
 - 5** Emergency Exit/Egress route to Proposed Gathering Areas.



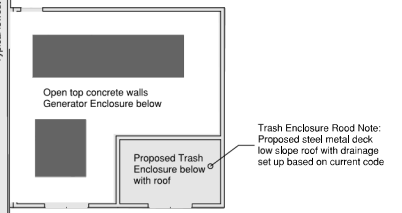
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4025 BOHANNON DR,
MENLO PARK



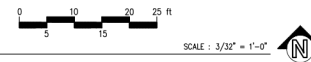


KEY NOTES

- 1 REPLACE AND UPGRADE ROOFING SYSTEM
- 2 UPGRADE ALL EXISTING SKYLIGHTS ABOVE OFFICE AREA
- 3 SEE SECTION CUT THROUGH THE RESTROOM CORE AREA AND SECOND LEVEL (SEE SHEET A9b)
- 4 PROPOSED PAINTED METAL ROOF SCREEN. TOP OF ROOF SCREEN LEVEL, ARE ABOVE ALL ROOF TOP MECHANICAL EQUIPMENT HEIGHT
- 5 REMOVE AND COVER EXISTING SKYLIGHT OVER LABORATORY AREAS
- 6 NEW ROOF ACCESS HATCH
- 7 NEW ROOF TOP MECHANICAL EQUIPMENT
- 8 NEW SKYLIGHT LOCATIONS



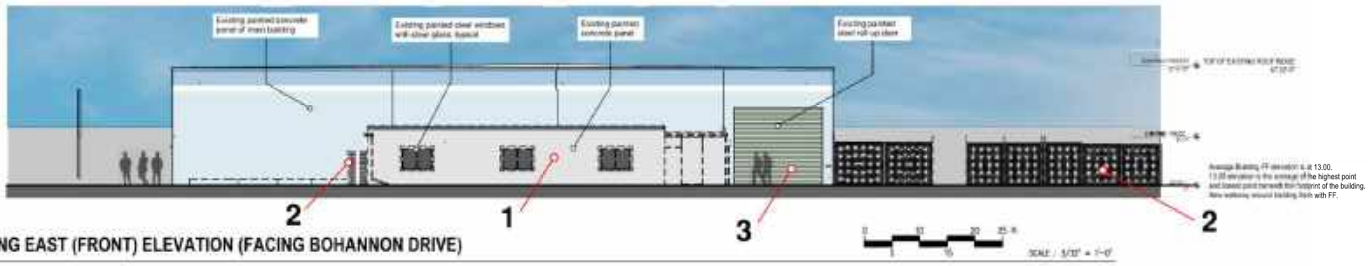
1 ROOF PLAN



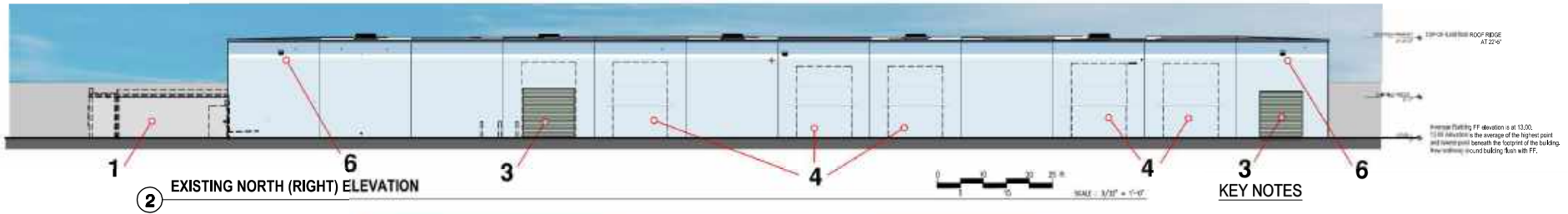
Skylight Legend

- Demolish existing skylight and cap opening
- Upgrade existing skylight at existing locations
- New skylight at new locations

PROPOSED ROOF PLAN



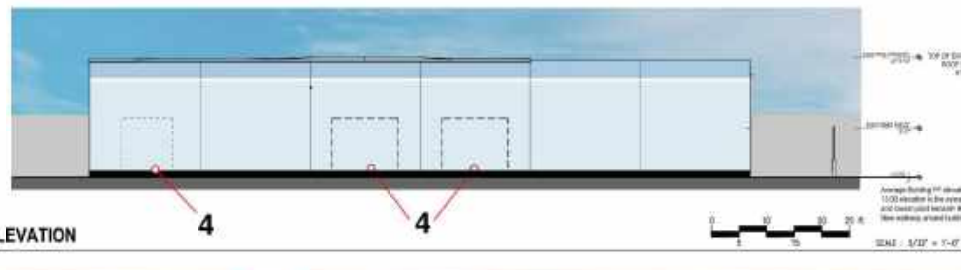
① EXISTING EAST (FRONT) ELEVATION (FACING BOHANNON DRIVE)



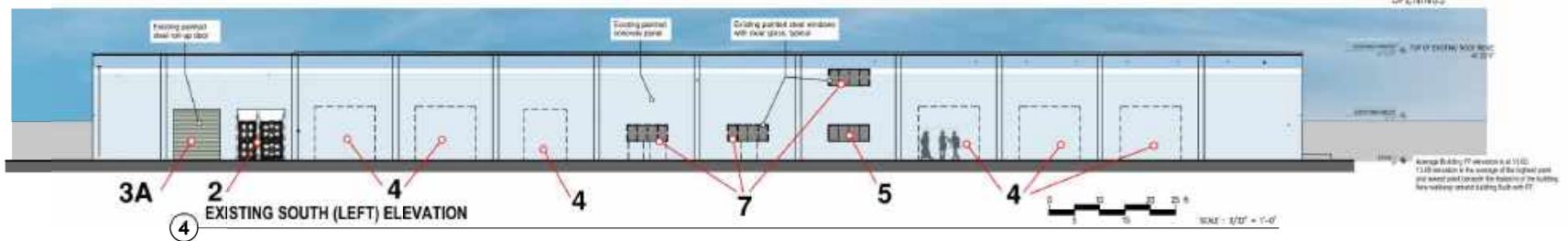
② EXISTING NORTH (RIGHT) ELEVATION

KEY NOTES

- 1 DEMOLISH FRONT LOW OFFICE AREA
- 2 REMOVE EXISTING CHAIN LINK FENCING
- 3 REMOVE EXISTING ROLL UP DOOR FOR OPENING UPGRADE
- 3A EXISTING ROLL UP DOOR TO REMAIN
- 4 NEW PROPOSED WINDOW OPENING AREA
- 5 REPLACE AND UPGRADE EXISTING WINDOWS
- 6 REPLACE AND UPGRADE ALL EXISTING EXTERIOR BUILDING LIGHTING FIXTURES
- 7 INFILL EXISTING WINDOW AND CONVERT TO NEW DOOR OPENINGS



③ EXISTING WEST (REAR) ELEVATION



④ EXISTING SOUTH (LEFT) ELEVATION

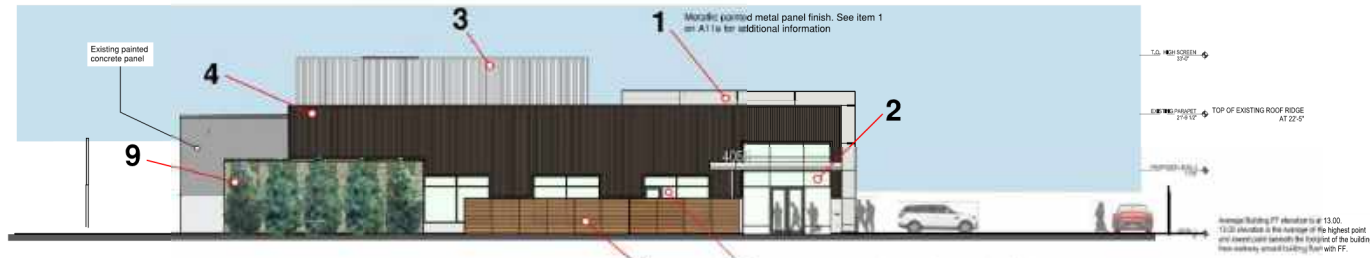
EXISTING ELEVATION WITH DEMOLITION SCOPE AREA

4055 BOHANNON DRIVE
 PLANNING SUBMITTAL 09.09.2022
 PLANNING UPDATE #1 11.18.2022
 PLANNING UPDATE #2 12.30.2022

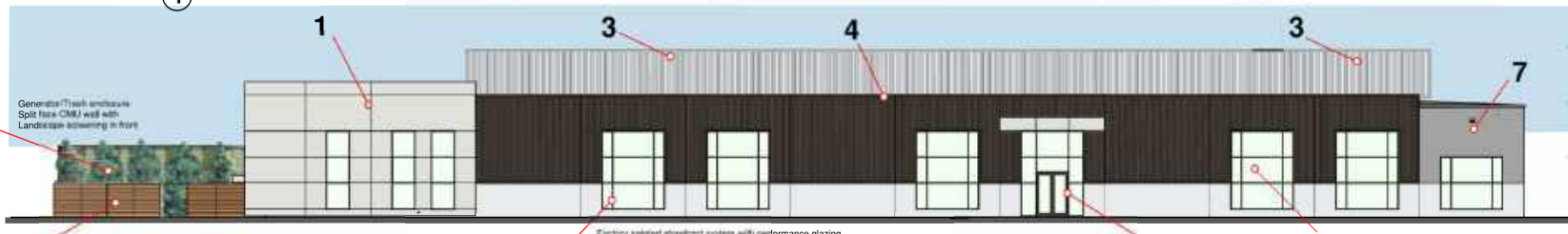
A8
 Project Number: 10315.001

Aug 18, 2022 - 9:06am - I:\work\4055_Bohannon\10315001\Drawings\Arch\Concept\Rev04\A18_Existing_Elevations.dwg

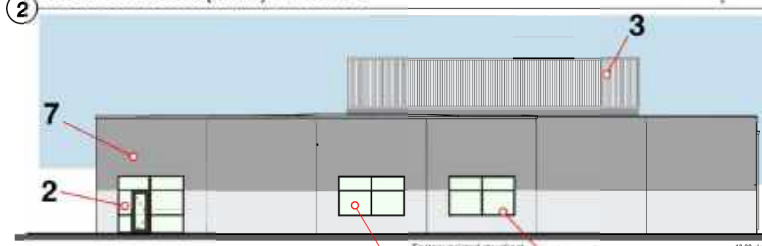
Oct 26, 2022 - 3:05pm - Helios - P:\Projects\4055 Bohannon\A9a\Arch\Arch\General Notes\A9a_Proposed Elevations.rvt



1 PROPOSED EAST (FRONT) ELEVATION (FACING BOHANNON DRIVE)



2 PROPOSED NORTH (RIGHT) ELEVATION



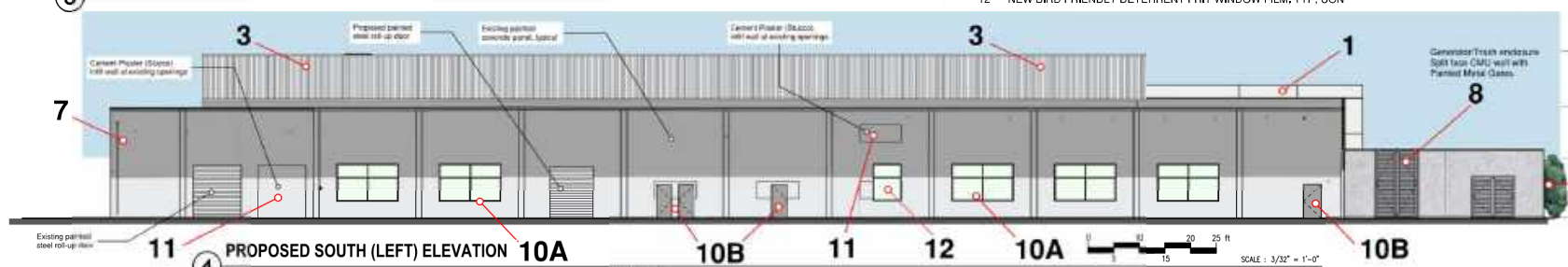
3 PROPOSED WEST (REAR) ELEVATION



KEY NOTES

- 1 METALLIC COLOR CORRUGATED METAL ENTRY AREA SCREEN ON FRAMING OFFSET FROM FACE OF CONCRETE WALL
- 2 STOREFRONT SYSTEM MAIN ENTRY OR EXIT (WILL NOT HAVE BIRD FRIENDLY DETERRENT FRIT WINDOW FILM)
- 3 PROPOSED PAINTED METAL, ROOF SCREEN BEYOND. TOP OF ROOF SCREEN LEVEL ARE ABOVE ALL ROOF TOP MECHANICAL EQUIPMENT
- 4 PAINTED CORRUGATED METAL PANEL DIRECTLY MOUNTED ONTO EXISTING CONCRETE WALL
- 5 NEW ALUMINUM STOREFRONT WINDOWS ON EXISTING CONCRETE PANELS
- 6 WARM TONE WOOD PANEL SCREENING AT NEW PATIO AREA
- 7 NEW PAINT ON ALL EXISTING EXTERIOR WALL
- 8 NEW SERVICE YARD TRASH ENCLOSURE WITH ROOF AND MATCHING COLOR GATE FACING SIDE YARD
- 9 NEW SERVICE YARD OPEN TOP GENERATOR CONCRETE WALL ENCLOSURE WITH LANDSCAPE SCREENING FACING BOHANNON DRIVE AND PATIO
- 10A NEW ALUMINUM STOREFRONT WINDOWS ALONG SIDE YARD 10B NEW PAINTED HM DOORS ALONG SIDE YARD
- 11 TYPICAL EXISTING OPENING INFILL WITH PAINTED CEMENT PLASTER WALL ASSEMBLY WITH MATCHING COLOR
- 12 NEW BIRD FRIENDLY DETERRENT FRIT WINDOW FILM, TYP. UON

General Window Configuration Note:
All windows shall be simulated true divided lights with interior and exterior grids and a spacer bar between the glass panes.



4 PROPOSED SOUTH (LEFT) ELEVATION



PROPOSED ELEVATIONS
TWO TENANTS

4055 BOHANNON DRIVE
PLANNING SUBMITTAL 09.09.2022
PLANNING UPDATE #1 11.16.2022
PLANNING UPDATE #2 12.30.2022
PLANNING UPDATE #3 03.21.2023
PLANNING UPDATE #4 03.24.2023

A9a

Project Number: 10315.001

Item 4 on elevation below

Building Facade Upper Portion Metal Panel
Corrugated Metal Panel System
Morin Matrix MX-1 or similar

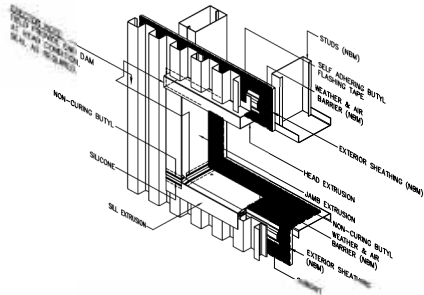
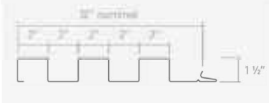


Dark Bronze
Upper Facade panel Color

Matrix MX-1 **Morin**
A Kingspan Group Company

Matrix MX-1

The Matrix Series is a concealed fastener recessed roof panel system.



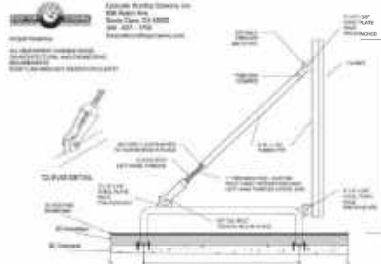
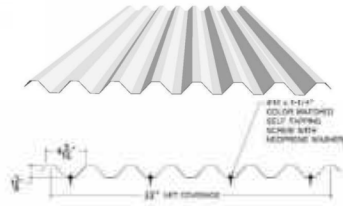
Typical Facade Panel system section (Sample)

Item 3 on elevation below

Typical Roof Screen assembly with corrugated metal panels



Proposed Metal Panel Color
Matching Gray color to Item 1



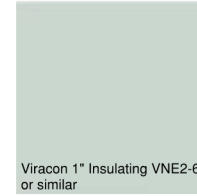
Typical Roof Screen system section (Sample)

Item 2 and 5 on elevation below

Prefabricated standard 2" by 6" storefront system with performance 1" insulating glazing to meet prescriptive Title 24 energy requirement.

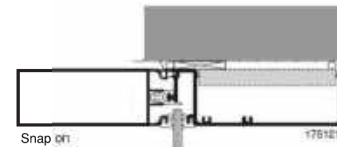


Dark Bronze
Storefront Mullion Color



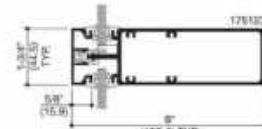
Viracon 1" Insulating VNE2-63 or similar

Typical Glass Panel
Transmitted Color

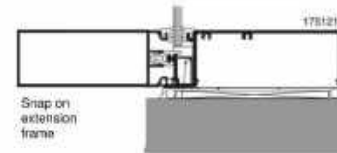


Snap on extension frame

1 HEAD



2 HORIZONTAL



Typical Storefront system section (Sample)

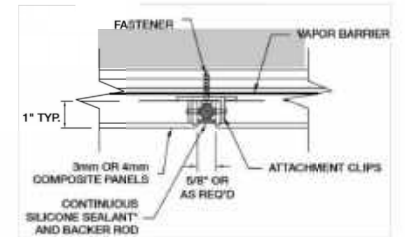
Item 1 on elevation below

Factory Painted Alpolc performance metal panel system (or similar) Dry (no sealant joint) or Wet (with sealant joint) as options.



Factory fabricated panel with standardized joint details.

Proposed Metal Panel Color
Champagne Metallic or similar

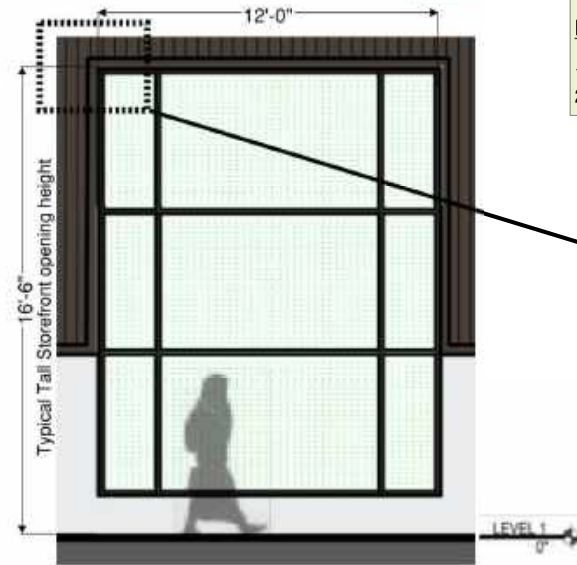


Typical sample panel joint detail
Factory fabricated panel with standardized joint details.



Sample photograph from a previous project.

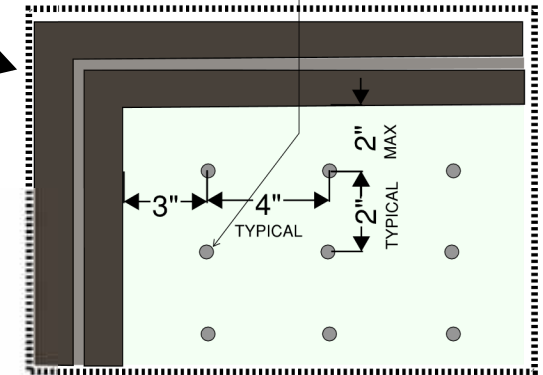




Bird Safety Film Materials Manufacturer:
 3M Convenience Group Inc. Feather Friendly® or similar product
<https://www.conveniencegroup.com/feather-friendly-commercial>
 Similar product recognized, approved and endorsed by both the American Bird Conservancy and FLAP.

Design Performance:
 1) Visible Marker Spacing: 2" vertical x 4" horizontal, typical
 2) Visible marker size: 1/4" diameter gray frosted circular dot

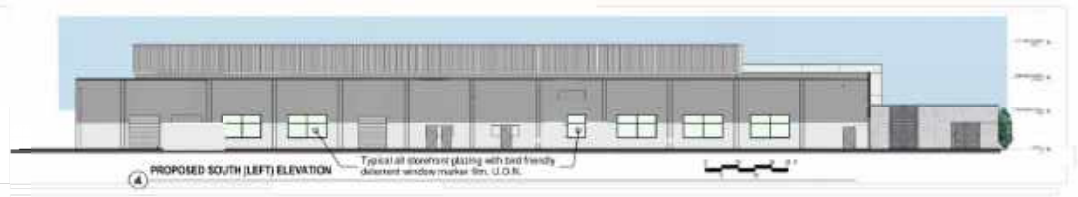
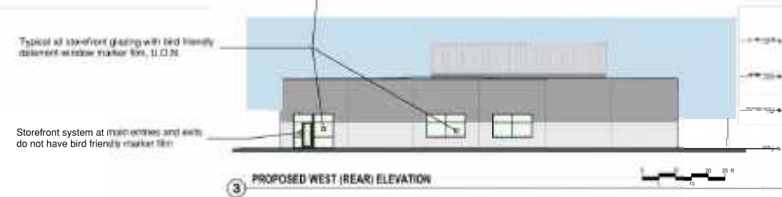
Bird Safe Glazing film, 1/4" diameter light grey frosted circular dot marker



Example photographs of proposed marker pattern on storefront glazing

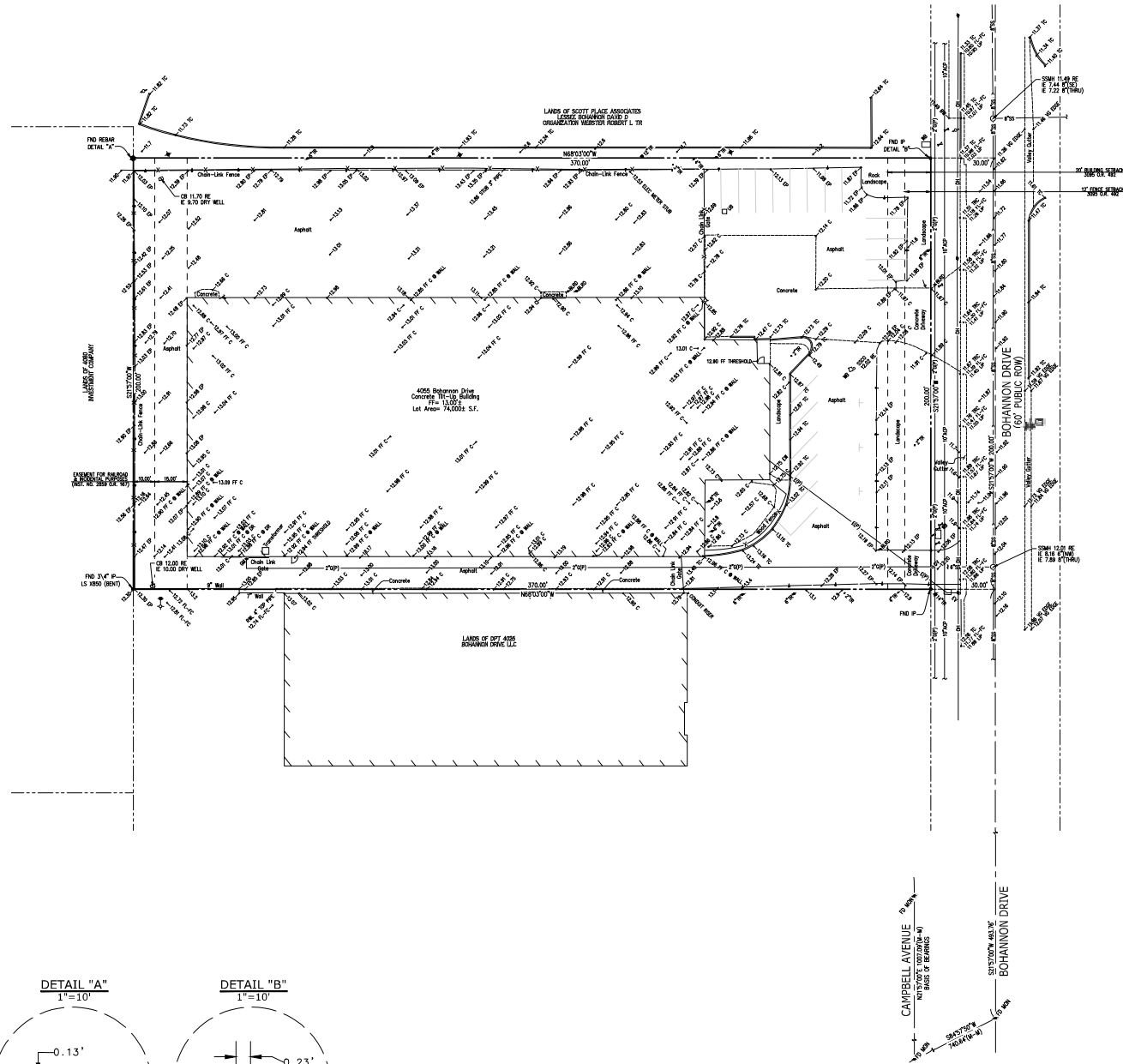
Enlarged View Of Typical Tall Storefront

Enlarged View Of Typical Film Dot Pattern





0 10 20 40 60
Scale 1" = 20'



NOTES

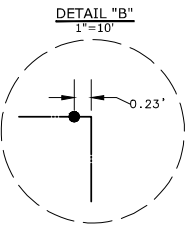
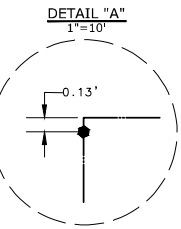
- THIS PLAN WAS PREPARED FROM INFORMATION FURNISHED IN A COMMITMENT FOR TITLE INSURANCE, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY DATED FEBRUARY 4, 2022, FILE NUMBER NS-110123-SF, REVISION NUMBER 01. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE TITLE LINES, OR EXCEPTIONS, OR EASEMENTS OF THE PROPERTY.
- ALL DISTANCES AND ELEVATIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. EXERCISE REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES; HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH GAS, ELECTRIC, TELEPHONE, CABLE AND OTHER UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
- PHYSICAL ITEMS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE ITEMS VISIBLE AS OF THE DATE OF THIS SURVEY. SURFACE STRUCTURES, IF ANY, ARE NOT SHOWN. SUBSURFACE OBJECTS MAY BE FOUND, BUT ARE NOT LIMITED TO, CONCRETE FOOTINGS, SLABS, SHORING, STRUCTURAL PILES, UTILITY VAULTS, PILING, UNDERGROUND TANKS, AND ANY OTHER SURFACE STRUCTURES NOT REVEALED BY A SURFACE INSPECTION.
- THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SAN MATEO COUNTY, CALIFORNIA, MAP NUMBER 050300020R FOR COMMUNITY NUMBER 050221 (CITY OF MENLO PARK), WITH AN EFFECTIVE DATE OF APRIL 05, 2018, AS BEING LOCATED IN FLOOD ZONE "X"(SHADED).
ACCORDING TO FEMA THE DEFINITION OF ZONE "X"(SHADED) IS: 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.
- REMARKS:
88-1041-1041 STANDARD U.S. GEOLOGICAL SURVEY TARGET STAMPED 7" X 4" 1965 20", LOCATED 2.0 MILES NORTHWEST OF U.S. GEOLOGICAL SURVEY TOPOGRAPHIC DIVISION HEADQUARTERS IN MENLO PARK, AT 19 AIRLINE COURT, 11 SOUTHWEST CORNER OF SHERMAN CORNER IN WEDGE-SHAPED CONCRETE SLAB BETWEEN TWO DRIVEWAYS 8 INCHES NORTH OF SIDEWALK LINE.
ELEVATION: 22.01' (NGVD09 DATUM)
- BASIS OF BEARINGS:
THE BEARINGS OF NORTH 213°00'00" EAST TAKEN ON THE CENTER LINE OF CAMPBELL AVENUE AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON SEPTEMBER 20, 2001, IN VOLUME 73 OF MAPS AT PAGE 83, OFFICIAL RECORDS OF SAN MATEO COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.
- CORNER RECORD NOTE:
THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FILING OF PRE-CONSTRUCTION AND POST-CONSTRUCTION CORNER RECORDS FOR ANY MONUMENTS OR PROPERTY CORNERS SHOWN HEREON THAT MAY BE DESTROYED DURING IMPROVEMENTS TO THE SUBJECT PROPERTY AS DEFINED IN SECTION 8771(b) OF THE PROFESSIONAL LAND SURVEYORS ACT.
- I CERTIFY THAT THIS PARCEL'S BOUNDARY WAS ESTABLISHED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY IN CONFORMANCE WITH THE LAND SURVEYORS ACT. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE REPEATED.

LEGEND

- BUILDING LINE
- CONCRETE/BLOCK WALL
- CONCRETE CURB
- CONCRETE CURB & GUTTER
- EXCAVATED WALL
- EDGE OF PAVEMENT
- FENCE LINE
- LOT LINE
- MONUMENT/ANCHOR LINE
- OVERHEAD/POWER LINE
- PROPERTY LINE
- SANITARY SEWER LINE-MANHOLE & CLEANOUT
- SEWER LINE
- SPOT ELEVATION
- ELEVATION
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- GAS METER
- HOLES/BORE
- IRON PIPE FOUND
- POST INDICATOR VALVE
- POWER POLE/JOINT POLE
- REBAR FOUND
- TREE
- UTILITY BOX
- WATER VALVE

ABBREVIATIONS

- BLD - BUILDING
- CB - CONCRETE CURB
- CP - CONCRETE PAVEMENT
- EW - EXCAVATED WALL
- EP - EDGE OF PAVEMENT
- FL-GC - FLOW LINE FACE OF CURB
- F - FENCE
- IE - INERT ELEVATION
- IR - IRON PIPE
- LP - LINE OF PAVEMENT
- LS - LAND SURVEYOR
- N - NORTH
- NW - NORTH WEST
- O.R. - OFFICIAL RECORD
- P.E. - POINT ELEVATION
- PRO - PROFILE OF ROAD
- SE - SOUTH EAST
- SS - SANITARY SEWER MANHOLE
- TOP - TOP OF POLLED CURB
- UC - UNDERGROUND UTILITY
- V.G. - VALLEY GUTTER
- W.B. - WATER BOX



[Signature]
PREPARED BY UNDER THE SUPERVISION OF
BOYD LEE HODGKINSON, P.L.S. M.S.
JH06MOTW@KIERHWRIGHT.COM

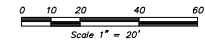
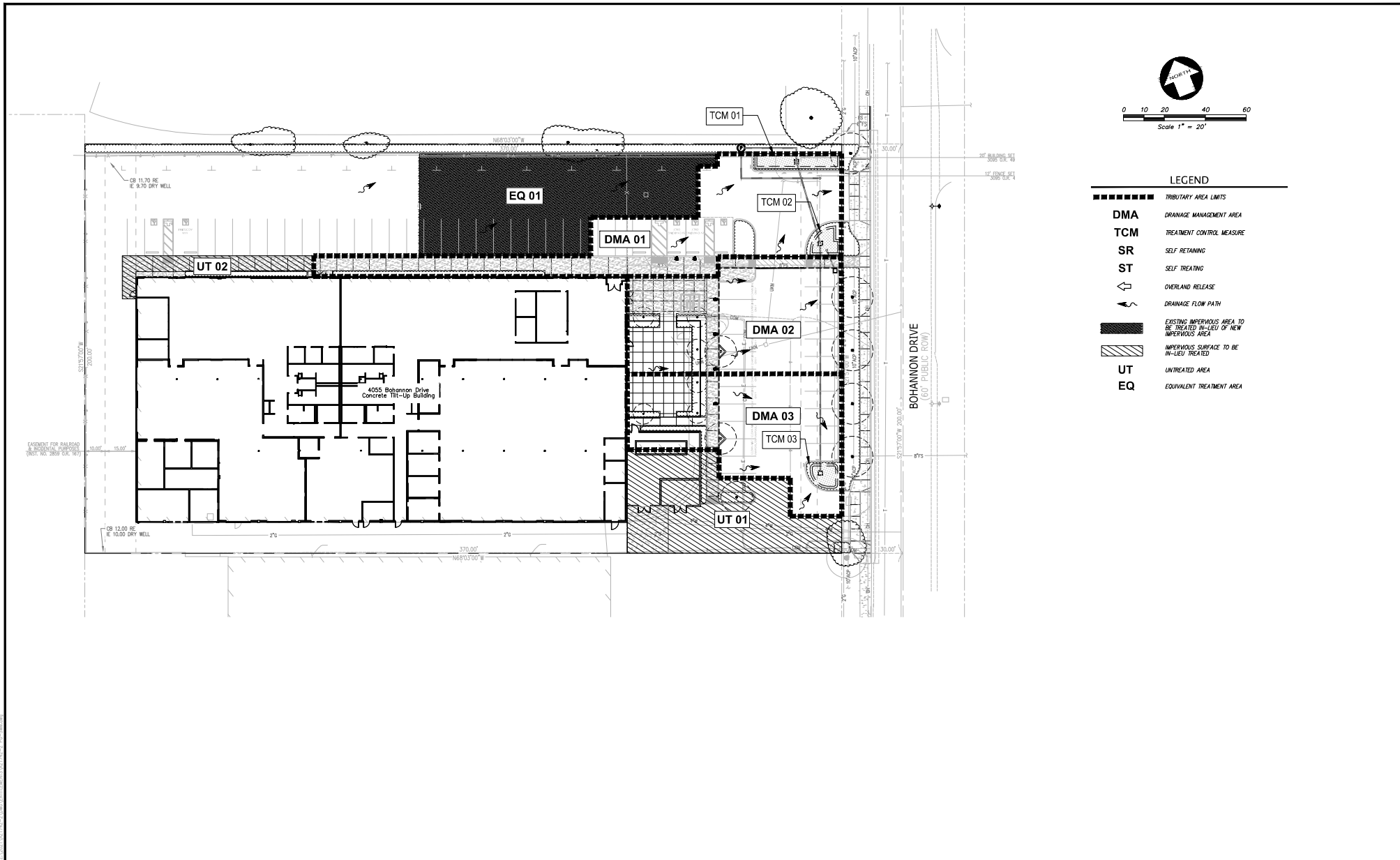
11/03/2022
DATE



BOUNDARY AND TOPOGRAPHIC SURVEY
4055 BOHANNON DRIVE
FOR
HELIOS REAL ESTATE PARTNERS

NO.	REVISION	DATE	BY
1	REVISED UNDERGROUND UTILITIES	09/08/2022	BMM
2	ADDRESS COMMENTS	11/03/2022	BMM

DATE: NOV. 2022
SCALE: AS SHOWN
CONTRACTOR: SH
DRAUGHTY: BMM
JOB NO.: A21742-2
SHEET: C1.0



LEGEND

- ▬▬▬▬▬▬ TRIBUTARY AREA LIMITS
- DMA** DRAINAGE MANAGEMENT AREA
- TCM** TREATMENT CONTROL MEASURE
- SR** SELF RETAINING
- ST** SELF TREATING
- ↖ OVERLAND RELEASE
- ⤵ DRAINAGE FLOW PATH
- ▨ EXISTING IMPERVIOUS AREA TO BE TREATED IN-LEU OF NEW IMPERVIOUS AREA
- ▧ IMPERVIOUS SURFACE TO BE IN-LEU TREATED
- UT** UNTREATED AREA
- EQ** EQUIVALENT TREATMENT AREA

DES
ARCHITECTS
ENGINEERS

HELIOS
REAL ESTATE PARTNERS

KIER WRIGHT
3303 Sam Houston Building 22
Suite 600, Dallas, TX 75204
Phone: (469) 712-4666
www.kierwright.com













STORMWATER QUALITY CONTROL PLAN

4055 BOHANNON DRIVE
PLANNING SUBMITTAL 09.09.2022
PLANNING UPDATE #1 11.18.2022
PLANNING UPDATE #2 12.30.2022
PLANNING UPDATE #3 03.21.2023
PLANNING UPDATE #4 03.24.2023

C4.0

Project Number: A21742-2

LAYOUT LEGEND

	Ground Cover		Pedestrian/Vehicular Accent Paving
	Pedestrian/Vehicular Concrete	E.J.	Expansion Joint
	Detail Number	S.A.D.	See Architect's Drawings
	Sheet Number	S.C.D.	See Civil Engineer's Drawings
	Property Line	S.E.D.	See Electrical Engineer's Drawings
	Center Line	S.M.D.	See Mechanical Engineer's Drawings
	Align	S.P.D.	See Plumbing Engineer's Drawings
	Fire Hydrant	S.C.D.	See Color and Finish Schedule
	Utility Boxes	S.C.D.	See Color and Finish Schedule
	Below grade utilities as noted.	S.C.D.	See Color and Finish Schedule
	Bike Rack.		See Color and Finish Schedule

IRRIGATION NOTES

- All planting areas are to be irrigated with an approved automatic underground irrigation system, utilizing a dedicated irrigation water meter, backflow devices, point source irrigation emitters, in accordance with the City of Menlo Park Landscape Outdoor Water Use Efficiency Checklist. Potable irrigation water will be delivered by drip irrigation devices. The system shall be designed to make efficient use of water through conservation techniques, and be in compliance with resolution 6261, as required by the State of California.
- An application and detailed landscape irrigation plan will be submitted with the building permit submittal package. All planting and irrigation will be in compliance with the city's Water Efficient Landscape Ordinance.
- Irrigation Controllers shall use weather sensing technology to automatically adjust the irrigation system operation in response to real-time landscape planting demands and daily changes in weather conditions.
- Irrigation Valves shall be aligned with planting types, sun exposure and soil conditions to allow for efficient use of irrigation water in accordance with plant material irrigation requirements, as reflected in the Hydrozone requirements.
- Landscape Trees, Shrubs, Groundcovers have been selected to include Native California Plants, and Mediterranean Climate drought tolerant plant species for the project.
- Landscape and Irrigation Plans, with a Project Compliance Checklist, will be submitted with the Building Permit Application, which will document the landscape and planting design specifications in compliance with the City Ordinances.
- The final construction documents will provide the contractor with an understanding of the design intent for the maintenance of the planting areas regarding care and pruning of the site. The maintenance contractor shall furnish all labor, equipments, materials and supervision required to properly maintain the landscaped areas in an attractive condition and as described in the project maintenance specifications.

IRRIGATION COMPLIANCE NOTE

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.

LAYOUT NOTES

- The Contractor shall verify all distances and dimensions in the field and bring any discrepancies to the attention of the Landscape Architect for a decision before proceeding with the work.
- Contractor to take all necessary precautions to protect buildings and waterproof membranes from damage. Any damage caused by the Contractor or the Contractor's representatives during their activities shall be repaired at no cost to the Owner.
- All written dimensions supersede all scaled distances and dimensions. Dimensions shown are from the face of building wall, face of curb, edge of walk, property line, or centerline of column unless otherwise noted on the drawings.
- Walk scoring, expansion joints and paving shall be located as indicated on the Layout Plans, Landscape Construction Details, in the Specifications, or as field adjusted under the direction of the Landscape Architects.
- All building information is based on drawings prepared by:
DES Architects and Engineers
399 Bradford Street
Redwood City, CA 94063
650.980.9509 ext. 271
Contact: Howard Kwok
- All site civil information is based on drawings prepared by:
Kier & Wright
3350 Scott Boulevard, Building 22
Santa Clara, CA 95054
408.727.6665 ext. 1034
Contact: Joshua Zimmerman
- The Contractor is to verify location of all on-site utilities before commencing with the work. The Contractor shall be responsible for the repair of any damage to utilities caused by the activities of the Contractor or the Contractor's representatives. Any utilities shown on Landscape Drawings are for reference and coordination purposes only.
- Protect all existing construction from damage. The Contractor shall be responsible for the repair of any damage to existing construction caused by the activities of the Contractor or the Contractor's representatives.
- Expansion joints shall be located no less than 16' o.c. nor greater than 20' o.c. and/or as indicated on the Layout Plans, Landscape Construction Details, in Specifications, or as field adjusted under the direction of the Landscape Architect.

LANDSCAPE ORDINANCE COMPLIANCE STATEMENT

I have complied with the criteria of the Water Conservation in Landscaping Ordinance and have applied them for the efficient use of water in the Landscape and Irrigation Design Plan.



Gary D. Laymon
Landscape Architect
License #2397

COLOR AND FINISH SCHEDULE

PEDESTRIAN CONCRETE PAVING

Type 1 Natural grey concrete with light broom finish. Sweep perpendicular to path of travel.

PEDESTRIAN ACCENT PAVING

by Calstone. www.calstone.com 209.833.7366

Model: Mission pavers. Size: 12x12. Thickness: 60mm. Pattern: Stacked Bond.

Color: Brown Beige Charcoal Blend.

*Contractor to submit samples to Landscape Architect and Owner for review and approval prior to acquisition.

**Provide 3'x3' on site mock-up for review prior to installation.

BIKE RACK

by Dero. www.dero.com

Model: Arc Rack. (2 bike capacity per rack)

Finish: Powder Coat Iron Gray.

Qty: 2. Mounting: Surface mounting through pavers. See details.

SHEET INDEX

L-1.1	General Notes and Legend
L-1.2	Planting Notes and Legend
L-1.3	Water Efficient Landscape Ordinance Documents
L-2.1	Conceptual Landscape Layout Plan
L-3.1	Tree Disposition Plan
L-3.2	Arborist Report
L-3.3	Arborist Report
L-3.4	Arborist Report
L-3.5	Arborist Report
L-4.1	Conceptual Planting Plan
L-5.1	Irrigation Zone Diagram
L-6.1	Schematic Design Details

DES
ARCHITECTS
ENGINEERS

HELIOS
REAL ESTATE PARTNERS

The
Guzzardo
Partnership, Inc.
Landscape Architects | Land Planners
1511 S. The Embarcadero, Suite 110
San Francisco, CA 94111
www.gpp-inc.com

GENERAL NOTES AND LEGEND

4055 BOHANNON DRIVE

PLANNING SUBMITTAL 08.31.2022
PLANNING UPDATE #1 11.18.2022
PLANNING UPDATE #2 12.30.2022
PLANNING UPDATE #3 03.21.2023

L-1.1

PLANTING NOTES

THE FOLLOWING SIX (6) NOTES ARE FOR BIDDING PURPOSES ONLY

- The contractor is required to submit plant quantities and unit prices for all plant materials as a part of the bid.
- Assume 15 gallon plant for any unlabelled or un-sized tree; 5 gallon plant for any unlabelled or un-sized shrub; and 4" pots @ 12" o.c. (not flats) for any unlabelled ground cover. All planting beds, are to receive ground cover plant installation in addition to the shrubs and trees shown on the plans.
- The planting areas shall be ripped to a depth of 8" to reduce compaction. The native subgrade soil shall be treated with 100 lbs of gypsum/1000 sf and leached to improve drainage and reduce the soil interface barrier. Contractor shall coordinate this work with other trades. This is subject to the final recommendations of the soils test (see below) and review by the Landscape Architect and the Owner.
- All planting areas are to receive Super Humus Compost by BFI (408.945.2844; www.bfi.com) at the rate of 5 cubic yards/1000 square feet, evenly tilled 6" deep into the soil to finish grade. All planting areas shall have 6-20-20 Commercial Fertilizer at 25lbs/1000 square feet evenly distributed into the soil. This is subject to the final recommendations and review of the soils test (see below) by the Landscape Architect and the Owner.
- Planting pits are to be backfilled with a mixture of 50% native soil and 50% amended native soil.
- The General Contractor is to provide an agricultural suitability analysis for on-site rough graded soil and any imported topsoil. Recommendations for amendments contained in this analysis are to be carried out before planting occurs. Such changes are to be accompanied by equitable adjustments in the contract price if/when necessary. See specifications for testing procedure.
- All work shall be performed by persons familiar with planting work and under supervisions of a qualified planting foreman.
- Plant material locations shown are diagrammatic and may be subject to change in the field by the Landscape Architect before the maintenance period begins.
- All trees are to be staked as shown in the staking diagrams.
- All tree stakes shall be cut 6" above tree ties after stakes have been installed to the depth indicated in the staking diagrams. Single stake all conifers per tree staking diagram.
- Plant locations are to be adjusted in the field as necessary to screen utilities but not to block windows nor impede access. The Landscape Architect reserves the right to make minor adjustments in tree locations after planting at no cost to the Owner. All planting located adjacent to signs shall be field adjusted so as not to interfere with visibility of the signs.
- The Landscape Architect reserves the right to make substitutions, additions, and deletions in the planting scheme as felt necessary while work is in progress. Such changes are to be accompanied by equitable adjustments in the contract price if/when necessary and subject to the Owner's approval.
- All planting areas, except storm water treatment zones (as defined by the civil engineer), shall be top-dressed with a 3" layer of recycled wood mulch, "Colored Wood Chip" by Vision Recycling (510.429.1300; www.visionrecycling.com) or approved equal. Mulch shall be Brown in color. Submit sample to Landscape Architect for review prior to ordering. Hold all mulch six (6) inches from all plants where mulch is applied over the rootball.
- All street trees to be installed in accordance with the standards and specifications of the City of Menlo Park. Contractor to contact the city arborist to confirm plant type, plant size (at installation), installation detailing and locations prior to proceeding with installation of street trees. Contractor is to obtain street tree planting permit from the city, if a permit is required, prior to installation of street trees. Contractor is to consult with the Landscape Architect during this process.
- Plants shall be installed to anticipate settlement. See Tree and Shrub Planting Details.
- All trees noted with "deep root" and those planted within 5'-0" of concrete paving, curbs, and walls shall have deep root barriers installed per manufacturer's specifications. See specifications and details for materials, depth of material, and location of installation.
- The Landscape Contractor shall arrange with a nursery to secure plant material noted on the drawings and have those plants available for review by the Owner and Landscape Architect within thirty (30) days of award of contract. The Contractor shall purchase the material and have it segregated and grown for the job upon approval of the plant material. The deposit necessary for such contract growing is to be born by the Contractor.
- The project has been designed to make efficient use of water through the use of drought tolerant plant materials. Deep rooting shall be encouraged by deep watering plant material as a part of normal landscape maintenance. The irrigation for all planting shall be limited to the amount required to maintain adequate plant health and growth. Water usage should be decreased as plants mature and become established. The irrigation controllers shall be adjusted as necessary to reflect changes in weather and plant requirements.
- The Landscape Contractor shall verify the location of underground utilities and bring any conflicts with plant material locations to the attention of the Landscape Architect for a decision before proceeding with the work. Any utilities shown on the Landscape drawings are for reference and coordination purposes only. See Civil Drawings.
- The design intent of the planting plan is to establish an immediate and attractive mature landscape appearance. Future plant growth will necessitate trimming, shaping and, in some cases, removal of trees and shrubs as an on-going maintenance procedure.

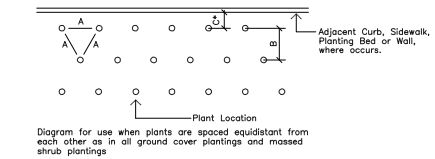
- Install all plants per plan locations and per patterns shown on the plans. Install all shrubs to ensure that anticipated, maintained plant size is at least 2'-0" from the face of building(s) unless shown otherwise on the plans. Refer to Plant Spacing Diagram for plant masses indicated in a diagrammatic manner on the plans. Refer to Plant Spacing Diagram for spacing of formal hedge rows.
- Contractor to provide one (1) Reference Planting Area for review by Landscape Architect prior to installation of the project planting. The Reference Planting Area shall consist of a representative portion of the site of not less than 900 (nine hundred) square feet. Contractor to set out plants, in containers, in the locations and patterns shown on the plans, for field review by the Landscape Architect. The Reference Planting Area will be used as a guide for the remaining plant installation.
- The Maintenance Period(s) shall be for 60 (sixty) days. Portions of the installed landscape of a project may be placed on a maintenance period prior to the completion of the project at the Owner's request and with the Owner's concurrence.
- Contractor to verify drainage of all tree planting pits. See Planting Specifications. Install drainage well per specifications and Tree Planting Detail(s) if the tree planting pit does not drain at a rate to meet the specifications.
- Contractor shall remove all plant and bar code labels from all installed plants and landscape materials prior to arranging a site visit by the Landscape Architect.
- The Landscape Contractor shall, as a part of this bid, provide for a planting allowance for the amount of \$2,000.00 (Two Thousand Dollars) to be used for supplying and installing additional plant material as directed by the Landscape Architect and approved by the Owner in writing. The unused portion of the allowance shall be returned to the Owner at the beginning of the maintenance period.

PLANT PALETTE

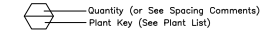
PROPOSED TREES						
KEY	SIZE	BOTANICAL NAME	COMMON NAME	COMMENTS	WUCOLS	
ACE PAL	15 gal	Acer palmatum 'Sango-kaku'	Japanese Maple	multi-trunk	Medium	
ZEL CIT	24" box	Zelkova 'City Sprite'	City Sprite Zelkova	standard	Medium	
SHRUBS						
KEY	SIZE	BOTANICAL NAME	COMMON NAME	COMMENTS	WUCOLS	
AB	5 gal	Anigozanthus 'Big Red'	Red Kangaroo Paw	24" o.c.	Low	
DB	5 gal	Dietes bicolor 'Orange Drop'	Fortnight Lily	36" o.c.	Low	
PR	5 gal	Phormium 'Rainbow Queen'	Rainbow Queen Flax	36" o.c.	Low	
HA	5 gal	Hakonechloa marca 'All Gold'	Golden Japanese Forest Grass	18" o.c.	Medium	
PG	15gal	Podocarpus elongatus 'Icee Blue'	Icee Blue Podocarpus	36" o.c.	Medium	
MA	5 gal	Mahonia 'Soft Caress'	Soft Caress Mahonia	36" o.c.	Low	
ND	5 gal	Nandina d. 'Compacta'	Compact Heavenly Bamboo	30" o.c.	Low	
GROUNDCOVERS						
KEY	SIZE	BOTANICAL NAME	COMMON NAME	COMMENTS	WUCOLS	
AP	5 gal	Arctostaphylos 'Pacific Mist'	Pacific Mist Manzanita	60" o.c.	Low	
LS	1 gal	Liriope muscarii 'Silvery Sunproof'	Silvery Sunproof Lilyturf	18" o.c.	Medium	
GRASSES						
KEY	SIZE	BOTANICAL NAME	COMMON NAME	COMMENTS	WUCOLS	
CT	5 gal	Chondropetalum tectorum	Small Cape Rush	36" o.c.	Low	
JP	1 gal	Juncus patens 'Elk Blue'	Elk Blue California Grey Rush	18" o.c.	Low	
LL	5 gal	Lomandra longifolia 'Lime Tuff'	Dwarf Mat Rush	36" o.c.	Low	
OP	1 gal	Ophiopogon planiscapus 'Nigrescens'	Black Mondo Grass	12" o.c.	Medium	

Notes:
 1. WUCOLS value (Water Use Classification of Landscape Species) per WUCOLS IV, 2014 edition.
 2. No invasive plant species are specified per Cal-IPC Inventory. Source: cal-ipc.org/plants/inventory

PLANT SPACING DIAGRAM



PLANT CALLOUT SYMBOL



PLANT QUANTITY DIAGRAM

SPACING 'A'	SPACING 'B'	SPACING 'C'	NO. OF PLANTS/SQUARE FOOT
6" O.C.	5.20"	2.60"	4.60
8" O.C.	6.93"	3.47"	2.60
9" O.C.	7.79"	3.90"	1.78
10" O.C.	8.66"	4.33"	1.66
12" O.C.	10.40"	5.20"	1.15
15" O.C.	13.00"	6.50"	0.74
18" O.C.	15.80"	7.80"	0.51
24" O.C.	20.80"	10.40"	0.29
30" O.C.	26.00"	13.00"	0.18
36" O.C.	30.00"	15.00"	0.12
48" O.C.	40.00"	20.00"	0.07
72" O.C.	62.35"	31.18"	0.04

See Plant Spacing Diagram for maximum triangular spacing 'A'. This chart is to be used to determine number of ground cover required in a given area and spacing between shrub massings. Where shrub massings are shown, calculate shrub mass areas before utilizing spacing chart to determine plant quantities.
 * Where curb, sidewalk, adjacent planting bed or wall condition occurs, utilize spacing 'C' to determine plant distance from wall, sidewalk, adjacent planting bed or back of curb, where C=1/2 B.

LANDSCAPE ORDINANCE COMPLIANCE STATEMENT

I have complied with the criteria of the Water Conservation in Landscaping Ordinance and have applied them for the efficient use of water in the Landscape and Irrigation Design Plan.

Gary D. Laymon

Gary D. Laymon
 Landscape Architect
 License #2397

City of Menlo Park - Water Efficient Landscape Ordinance (WELCO)
Landscape Application Checklist

Project Name: **4055 Bohannon Drive**

Project Address: **4055 Bohannon Drive**

Project Owner: **The Guzzardo Partnership, Inc.**

Project Description: **Landscaping for new construction**

Project Status: **Final Review**

Project Area: **4766 sq ft**

Project Type: **Residential**

Project Date: **08/31/2022**

Project Engineer: **Gary D. Laymon**

Project License: **2397**

Project Notes: **Final Review**

Project Checklist:

- Project Information: Complete
- Project Compliance: Complete
- Project Status: Complete
- Project Date: Complete
- Project Engineer: Complete
- Project License: Complete
- Project Notes: Complete

Water Budget Calculation Form

Project Name: **4055 Bohannon Drive**

Project Address: **4055 Bohannon Drive**

Project Owner: **The Guzzardo Partnership, Inc.**

Project Description: **Landscaping for new construction**

Project Status: **Final Review**

Project Area: **4766 sq ft**

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Project Date: **08/31/2022**

Project Engineer: **Gary D. Laymon**

Project License: **2397**

Project Notes: **Final Review**

Project Checklist:

- Project Information: Complete
- Project Compliance: Complete
- Project Status: Complete
- Project Date: Complete
- Project Engineer: Complete
- Project License: Complete
- Project Notes: Complete

WATER BUDGET CALCULATION FORM

Project Name: **4055 Bohannon Drive**

Project Address: **4055 Bohannon Drive**

Project Owner: **The Guzzardo Partnership, Inc.**

Project Description: **Landscaping for new construction**

Project Status: **Final Review**

Project Area: **4766 sq ft**

Project Type: **Residential**

Project Date: **08/31/2022**

Project Engineer: **Gary D. Laymon**

Project License: **2397**

Project Notes: **Final Review**

Project Checklist:

- Project Information: Complete
- Project Compliance: Complete
- Project Status: Complete
- Project Date: Complete
- Project Engineer: Complete
- Project License: Complete
- Project Notes: Complete

CERTIFICATE OF COMPLETION & LANDSCAPE AUDIT REPORT

TO BE COMPLETED BY A CERTIFIED LICENSED PROFESSIONAL

PROJECT INFORMATION

PROJECT ADDRESS: **4055 Bohannon Drive**

PROJECT OWNER: **The Guzzardo Partnership, Inc.**

PROJECT DESCRIPTION: **Landscaping for new construction**

PROJECT STATUS: **Final Review**

PROJECT AREA: **4766 sq ft**

PROJECT TYPE: **Residential**

PROJECT DATE: **08/31/2022**

PROJECT ENGINEER: **Gary D. Laymon**

PROJECT LICENSE: **2397**

PROJECT NOTES: **Final Review**

PROJECT CHECKLIST:

- Project Information: Complete
- Project Compliance: Complete
- Project Status: Complete
- Project Date: Complete
- Project Engineer: Complete
- Project License: Complete
- Project Notes: Complete

ITEMS REQUIRED TO BE ATTACHED TO THIS REPORT

Landscape Audit Report: (Must be prepared by an authorized professional that includes the irrigation schedule (designating watering hours), Maintenance Plan and Irrigation Water Use Analysis.

ON-SITE "FIX-IT" RECOMMENDATIONS

Please list any "fix-it" recommendations made during field inspections and indicate whether they were fixed and when. If additional rows are needed, please add another page.

Date	Fix It Recommendation	Date Fixed	Was this fix it item needed to comply with the Ordinance
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

CHANGES TO THE LANDSCAPE SINCE THE LANDSCAPE PROJECT APPLICATION

If any changes were made to landscape and irrigation design plans, please include documentation showing what changes were, why and how the project still complies with requirements.

STATEMENT OF AUTHENTICITY

I have complied with the criteria of the City of Menlo Park Water Efficient Landscape Ordinance. The landscape and irrigation system has been installed in accordance with the Landscape and irrigation design plan and in compliance with the Water Efficient Landscape Ordinance of the City of Menlo Park and the project plans. The information provided in this checklist is correct, and that the landscape project meets the specified requirements of Ordinance No. 966, Code Book 15.40.020 to 15.40.110. The accuracy of the information has been verified according to the attached irrigation and landscape drawings and plan.

AUTHORIZED PROFESSIONAL SIGNATURE: _____ **PROFESSIONAL SEAL:** _____

DATE: _____ **LICENSE NUMBER:** _____

PROPERTY OWNER ACKNOWLEDGEMENT

I/we certify that I/we have received copies of all documents within the Landscape Documentation Package, the Landscape Audit Report and Certificate of Completion and that it is our responsibility to see that the project is maintained in accordance with the Landscape Schedule and Maintenance Plan.

Property Owner Signature: _____ Date: _____

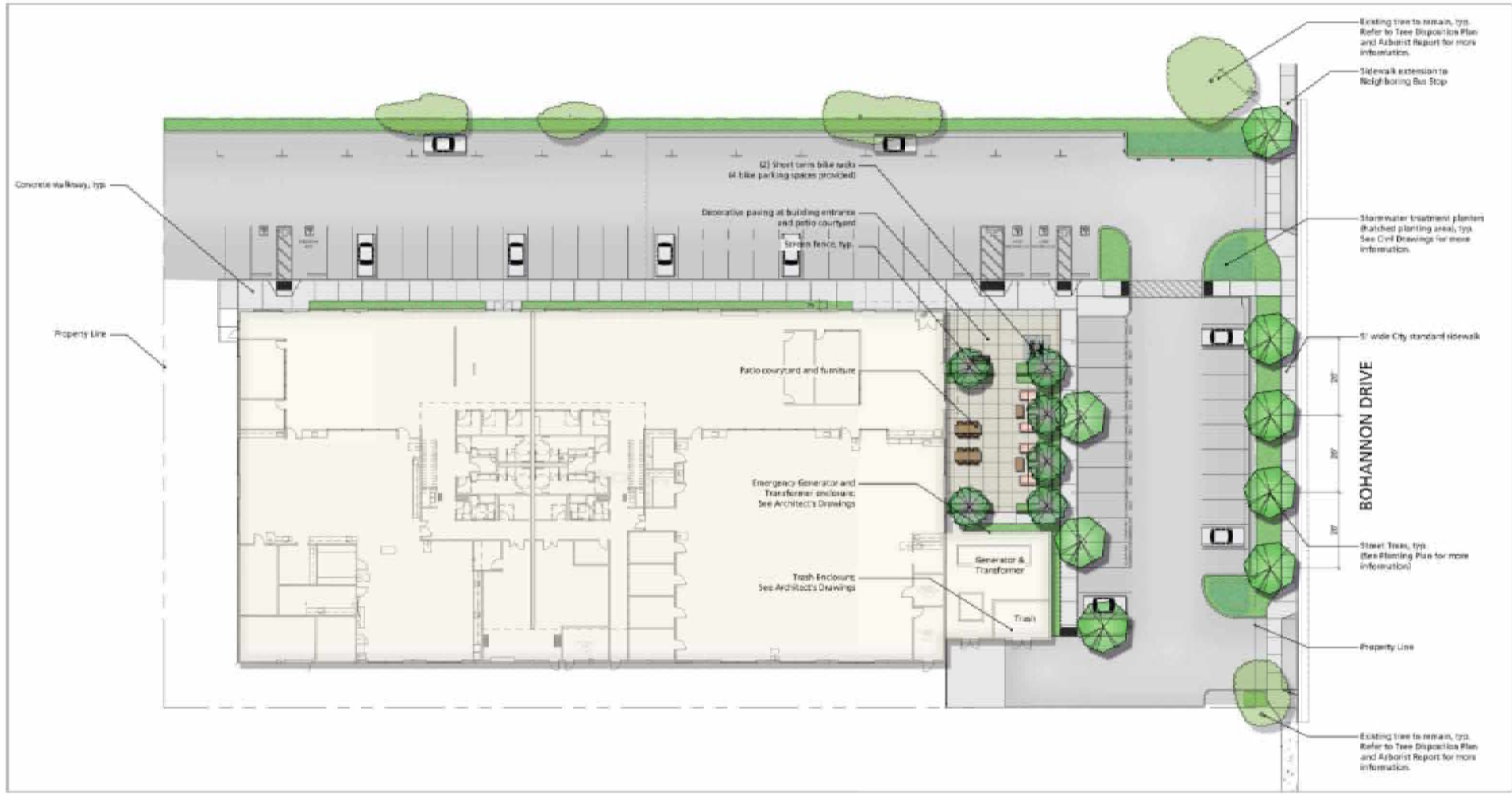
Print Name: _____ Contact Phone: _____

Note:
Calculations for hydrozone areas are preliminary and subject to change.

LANDSCAPE ORDINANCE COMPLIANCE STATEMENT

I have complied with the criteria of the Water Conservation in Landscaping Ordinance and have applied them for the efficient use of water in the Landscape and Irrigation Design Plan.

Gary D. Laymon
Gary D. Laymon
Landscape Architect
License #2397





LANDSCAPE ORDINANCE COMPLIANCE STATEMENT

I have consulted with the criteria of the Water Conservation in Landscaping Ordinance and have applied them for the efficient use of water in the Landscape and Irrigation Design Plan.

Gary D. Layman
 Gary D. Layman
 Landscape Architect
 License #2297

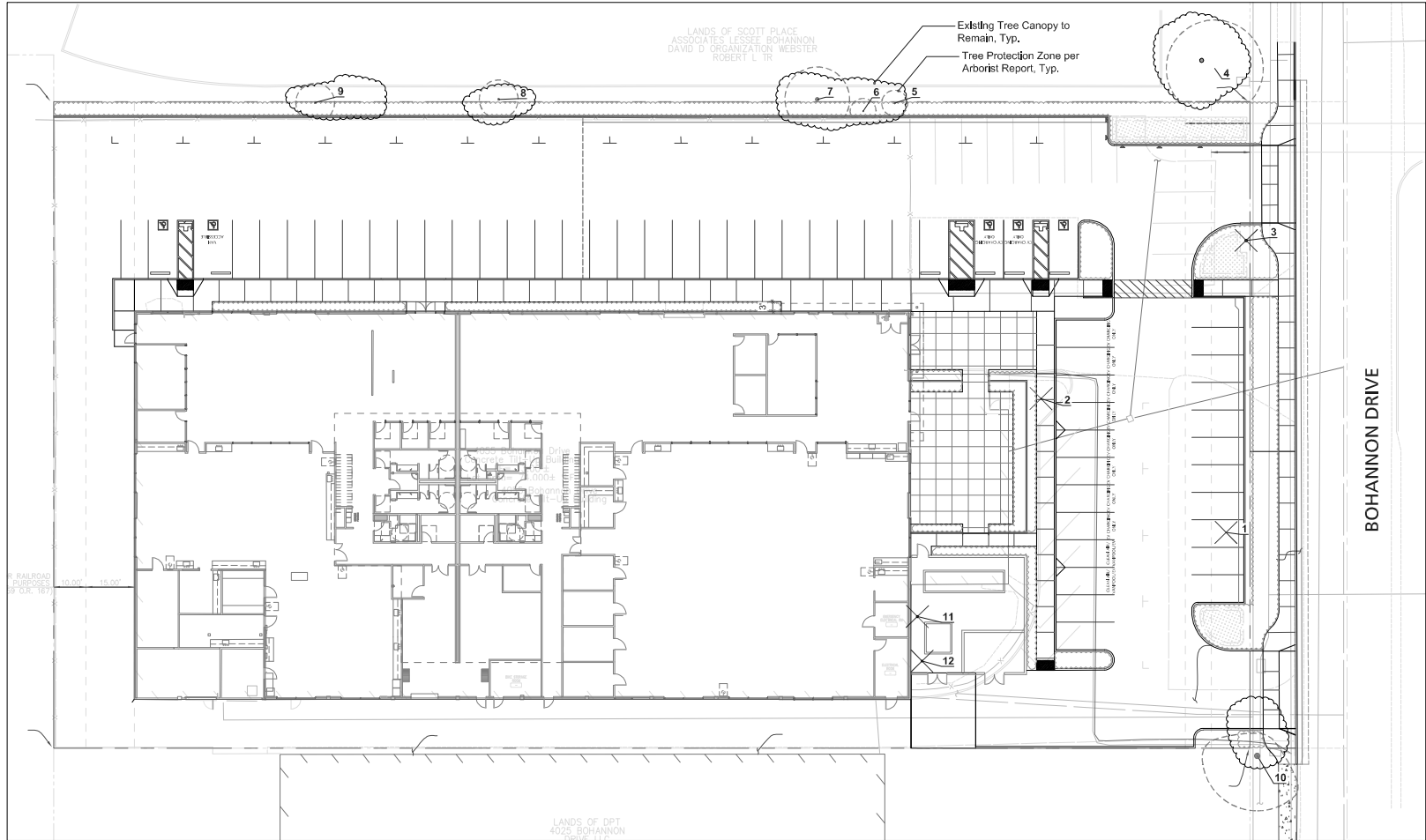


TREE DISPOSITION LEGEND

KEY	DESCRIPTION	QUANTITY
	EXISTING TREE TO BE REMOVED (within project scope)	5
	EXISTING TREE TO REMAIN (within project scope)	7
5 NON-HERITAGE TREES AND 0 HERITAGE TREES PROPOSED FOR REMOVAL		

Tree Disposition Plan Notes:

Tree Disposition Plan has been prepared based on topographic survey provided by the Civil Engineers. See Arborist Report prepared by Certified Arborist David Babby dated on August 15, 2022 for tree evaluation details.

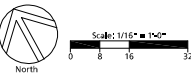


TREE NO.	SPECIES	SCIENTIFIC NAME	TRUNK DIAMETER	HERITAGE?	HEALTH CONDITION	STRUCTURE CONDITION	PROPOSED ACTION
1	Red Maple	Acer rubrum	1"	No	Dead	Dead	Remove
2	Muskogee Hybrid Crape Myrtle	Lagerstroemia muskogee	2"	No	Fair	Fair	Remove
3	Olive Tree	Olea europaea	9"	No	Fair	Fair	Remove
4	London Plane Tree	Platanus x hispanica	15"	Yes	Fair	Fair	Remain
5	Coast Live Oak	Quercus agrifolia	4"	No	Good	Fair	Remain
6	Coast Live Oak	Quercus agrifolia	3"	No	Fair	Fair	Remain
7	Coast Live Oak	Quercus agrifolia	13"	Yes	Good	Good	Remain
8	Chinese Elm	Ulmus parvifolia	6"	No	Fair	Fair	Remain
9	Chinese Elm	Ulmus parvifolia	7"	No	Fair	Fair	Remain
10	Coast Live Oak	Quercus agrifolia	20"	Yes	Poor	Poor	Remain
11	Orange Tree	Citrus sinensis	8"	No	Fair	Fair	Remove
12	Orange Tree	Citrus sinensis	5"	No	Poor	Poor	Remove

LANDSCAPE ORDINANCE COMPLIANCE STATEMENT

I have complied with the criteria of the Water Conservation in Landscaping Ordinance and have applied them for the efficient use of water in the Landscape and Irrigation Design Plan.


 Gary D. Laymon
 Landscape Architect
 License #2397



DES ARCHITECTS ENGINEERS

HELIOS REAL ESTATE PARTNERS

The Guzzardo Partnership, Inc. Landscape Architects | Land Planners
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 San Francisco, CA 94111
 www.tgp-inc.com

TREE DISPOSITION PLAN

4055 BOHANNON DRIVE
 PLANNING SUBMITTAL 08.31.2022
 PLANNING UPDATE #1 11.18.2022
 PLANNING UPDATE #2 12.30.2022
 PLANNING UPDATE #3 03.21.2023

L-3.1

TREE SURVEY REPORT

**4055 BOHANNON DRIVE
 MENLO PARK, CA**

Submitted to:

Helios Real Estate Partners
 88 Montgomery Street, 3rd Floor
 San Francisco, CA 94104

Prepared by:

David L. Babby
 Registered Consulting Arborist¹ #339
 Board Certified Master Arborist² #AIC-4305#
 Menlo Park Business License #72061

August 15, 2022

1000 12270, San Mateo, California 94403 • Phone: 650.969.9999
 Office: 650.634.8881 • Fax: 650.410.2778, 650.410.2779 • Email: david@arborresources.com

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EXHIBITS

EXHIBIT TITLE

A TREE INVENTORY TABLE (two sheets)

B SITE MAP (one sheet)

C PHOTOGRAPHS (three sheets)

EXECUTIVE SUMMARY

Helios Real Estate Partners is planning improvements to the vacant building and parking at 4055 Bohannon Drive, Menlo Park. As part of the site study, they have retained me to prepare this *Tree Survey Report* for purposes of disclosing and understanding the existing tree resources on and immediately adjacent to the property. Information collected for this report includes tree type, size, condition and suitability for preservation, heritage and street tree status, appraised values of heritage trees, and general design guidelines and protection measures. Specific details regarding each inventoried tree is presented within Exhibit A. Their locations and assigned numbers can be viewed on the site map in Exhibit B, and photographs are presented in Exhibit C.

Of the 12 inventoried trees, three are of heritage tree status (#4, 7 and 10); nine are of non-heritage tree status (#1-3, 5, 6, 8, 9, 11 and 12); and one of the heritage trees is also a street tree due to its trunk being situated within the public right-of-way (#10).

The three heritage trees (#4, 7 and 10) are located offsite; #4 is on the adjoining northern property, #7's trunk abuts and possibly spans the north boundary, and #10 is in front of the adjoining southern property. Non-heritage trees #6, 8 and 9 are also located offsite due to their trunks being on the adjoining northern property or spanning across the boundary.

At some point closer towards planning approval or permit issuance, the City of Menlo Park may require an updated report to confirm the proposed tree disposition, analyze potential impacts to heritage trees, and provide project-specific guidelines and protection measures.

My review of a 7/1/22 conceptual design reveals the following five non-heritage trees require removal to accommodate proposed improvements #1-3, 11 and 12.

The combined appraised value of the three heritage trees equals \$8,200, and the current design establishes all three will remain. Note that should any heritage tree become proposed, replacements to mitigate removal must have a value which equals or exceeds its monetary value. Refer to Section 4.0 for additional information.

Section 5.0 provides general design guidelines and protection measures to help mitigate potential impacts and conform with City of Menlo Park requirements.

1.0 INTRODUCTION

Helios Real Estate Partners is planning improvements to the vacant building and parking at 4055 Bohannon Drive, Menlo Park. As part of the site study, they have retained me to prepare this *Tree Survey Report*, and specific tasks assigned to execute are as follows:

- Visit the site on 7/26/22 to identify 12 trees, which consists of all ornamental trees, as well as neighboring ones which are of heritage status and have trunks within 10 times their trunk diameter from the property boundary.
- Measure each tree's trunk diameter in accordance with Section 13.24.020(5) of the Menlo Park Municipal Code; diameters are rounded to the nearest inch.
- Estimate each tree's height and canopy spread (most are rounded to the nearest fifth).
- Identify which are regarded as heritage trees¹ and appraise their monetary value.
- Ascertain each tree's health, structural integrity and form, and assign an overall condition percentage (100%=best, 0%=worst) and description (e.g. good, fair, poor or dead).
- Determine each tree's suitability for preservation (e.g. high, moderate or low).
- Document observed health, structural and/or adjacent landscape issues.
- Obtain photographs; see Exhibit C.
- Assign numbers to the trees, and place each adjacent to trunk locations shown on the site map in Exhibit B (base map is the *Topographic Survey*, Sheet C1.0, prepared by Kier-Wright, dated July 2022). The estimated locations of #4 and 5 were added.
- Nail round silver tags with engraved corresponding numbers onto #1-3 and 5-12 (i.e. all but #4, which is an offsite tree setback from the property line by ~10 feet).
- Review the *Preliminary Conceptual Site Diagram* by DES Architects + Engineers, dated 7/1/22, to ascertain the anticipated tree disposition and protection zones.
- Provide general design guidelines and protection measures to help mitigate or avoid potential impacts to trees being retained, as well as conform to Menlo Park requirements.
- Prepare a written report presenting the above information, and submit via email as a PDF document.

¹ Section 13.24.020(5) of the Menlo Park Municipal Code defines a "heritage tree" as follows: (1) any oak native to California and having a trunk diameter of 21" at 44" above grade; (2) any other tree having a trunk diameter of 21" at 44" above grade; and (3) any multi-trunk tree 21" tall with a trunk diameter 31" at the point below the main union of trunks, except in the instance where the union of trunks occurs below grade in which case each trunk is considered a single tree.

2.0 TREE COUNT AND COMPOSITION

Twelve trees (12) trees of seven various species were inventoried for this report. They are sequentially numbered as 1 thru 12, and Table 1 below identifies their common names, assigned numbers, counts and overall percentages.

Table 1 - Tree Count and Composition

NAME	TREE NUMBER(S)	COUNT	% OF TOTAL
Red maple	1	1	8%
Muskogee hybrid crapo myrtle	2	1	8%
Olive tree	3	1	8%
London plane tree	4	1	8%
Coast live oak	5-7 & 10	4	33%
Chinese elm	8 & 9	2	17%
Orange tree	11 & 12	2	17%
Total		12	100%

As illustrated above, tree landscape on and immediately adjacent to the site consists predominantly of coast live oaks (considered native). All trees can be considered ornamental and not native to the local geographical region.

Specific information regarding each tree is presented within the table in Exhibit A. The trees' numbers and locations can be viewed on the site map in Exhibit B, and photographs are presented in Exhibit C.

Three (3) trees are defined as heritage trees pursuant to Section 13.24.020(5) City Code; they include #4, 7 and 10. Tree #4 is a London plane with a trunk diameter of 15.3 inches, and #7 and 10 are coast live oaks with trunk diameters of 12.3 and 19.8 inches, respectively. The heritage tree, minimum diameter threshold for coast live oaks (and other native oaks) is 10.0 inches, whereas for all other species is 15.0 inches.

The other nine (9) are regarded as non-heritage and include #1-3, 5, 6, 8, 9, 11 and 12.

Tree #10 is also defined as a street tree due to its trunk being situated within the public right-of-way.

The three heritage trees (#4, 7 and 10) can be regarded as being located offsite. Tree #4 is on the adjoining northern property, #7's abuts and possibly spans the north boundary, and #10 is a street tree in front of the adjoining southern property.

Non-heritage trees #6, 8 and 9 are also located offsite due to their trunks being on the adjoining northern property or spanning across the shared boundary.

The map in Exhibit B reflects the approximate trunk locations of two trees, #4 and 5; note they represent rough estimations and should be considered as being surveyed. Tree #4's location considers adjacent parking lot dimensions, and #5 considers a 3-foot setback from the asphalt parking lot.

Trees anticipated for removal to accommodate the proposed improvements include the following, each of which is defined as non-heritage: #1-3, 11 and 12.

3.0 SUITABILITY FOR TREE PRESERVATION

Each tree has been assigned either a "high," "moderate" or "low" suitability for preservation rating as a means to cumulatively measure its existing health, structural integrity, anticipated life span, remaining life expectancy, prognosis, location, size, particular species, tolerance to construction impacts, growing space, frequency of care needed, and safety to property and persons within striking distance. Descriptions of these ratings are presented below; the high category comprises one tree (or 8%), the moderate category nine (or 75%), and the low category two (or 17%).

High: Applies to #7. This coast live oak appears relatively healthy and structurally stable; has no apparent, significant health issues or structural defects, present a reasonably good potential for contributing long-term to the site, and seemingly requires only periodic or regular care and monitoring to maintain its longevity and structural integrity. Trees within this category are typically the most suitable for retaining and incorporating into the future landscape.

Moderate: Applies to #2-6 and 8-11. These trees contribute to the site, but at levels less than those assigned a high suitability; might have health and/or structural issues which may or may not be reasonably addressed and properly mitigated; and frequent care is typically required for their remaining lifespan. They may be worth retaining if provided proper care, but not seemingly at significant expense or major design revisions.

Low: Applies to #1 and 12. These trees have significant health and/or structural issues expected to worsen regardless of tree care measures employed (i.e. beyond likely recovery). As a general guideline, they are not suitable to incorporate into the future landscape, and removal is the appropriate action regardless of future redevelopment. In the case of #1, it is dead. Although not applicable to these trees, any large living trees which are retained require highly frequent pruning, monitoring, and care throughout their remaining lifespans to minimize any safety threat they present to persons and property within striking distance.

4.0 APPRAISED TREE VALUES AND REPLACEMENTS

The monetary value of each heritage tree was appraised, and those individual values are listed within the last column in Exhibit A. Combined, their value equals \$8,200.

Values are calculated using the *Trunk Formula Technique* derived from the *Guide for Plant Appraisal, 10th Edition*, 2019, and in conjunction with the *Species Classification and Group Assignment*, 2004 (published by the Western Chapter of the ISA). This method considers the cost of the largest commonly tree available from a nursery, plus the increase in value due to the larger size of the tree being appraised. The amount is then adjusted or depreciated by the tree's condition, functional limitations and external limitations.

Pursuant to Section 13.24.090(b)² of the Menlo Park Municipal Code, replacements to mitigate the removal of heritage trees shall be of a size and amount equal to or in excess of the trees' appraised values. For reference, the City's *Heritage Tree Ordinance Administrative Guidelines* establishes the following replacement values to determine the amount and size of new trees to mitigate heritage tree removal: 5-gallon container = \$100; 15-gallon container = \$200; 24-inch box = \$400; 36-inch box = \$1,200; 48-inch box = \$5,000; and 60-inch box = \$7,000.

Note that the proposed conceptual design does not indicate that any heritage trees, those which are anticipated to be removed are relatively young or small, and are regarded as non-heritage; they include #1-3, 11 and 12.

² Specific language from Section 13.24.090(b) is as follows: "The development-related removals, the applicant shall provide replacement heritage trees on site in an amount equivalent to the appraised value of the removed heritage trees. The city arboreal shall approve the location, size, species and number of replacement heritage trees. If the appraised value of the removed heritage tree exceeds the value of the replacement heritage trees that can be accommodated on the property, the applicant shall pay the difference in value to the heritage tree fund."

<p><i>David L. Babby, Registered Consulting Arborist</i> August 15, 2022</p> <p>5.0 TREE PROTECTION MEASURES</p> <p>Recommendations presented within this section serve as general design guidelines and protection measures to help mitigate or avoid impacts to trees being retained while conforming with City requirements. They should be carefully followed and incorporated into project plans, and are subject to revision upon plan review. (Hereinafter "project arborist") should be consulted in the event any impact cannot be feasibly implemented. Please note that all referenced distances from trunks are intended to be their closest edge.</p> <p>5.1 Design Guidelines</p> <ol style="list-style-type: none"> The Tree Protection Zone (TPZ) for trees being retained should be as follows: <ul style="list-style-type: none"> #4: Section planter up to the property line and 15 feet from its trunk in all other directions. #5 and 6: Section of planter within 4 feet from the tree trunks. #7: Section of planter up to existing fence/parking lot and 10 feet in all other directions. #8 and 9: Section of planter up to existing fence/parking lot and 6 feet in all other directions. #10: Section of ground, both planter and asphalt drive aside, that is at least 7 feet N, NW and NE; 5 feet E; and 17 feet in all other directions. Regarding towards the NW, increase the setback beyond 7 feet if possible. <p>A TPZ is intended to restrict or highly limit the following activities within specified distances: trenching, soil surface scraping, compaction, mass and finish grading, overexcavation, subexcavation, filling, ripping, swales, blowholes, storm drains, disposers, equipment cleaning, removing underground utilities and vaults, altering existing water/drainage flows, stockpiling and dumping of materials, and equipment and vehicle operation. In the event an impact encroaches slightly within a setback, it can be reviewed on a case-by-case basis by the project arborist to determine whether impacts can be adequately mitigated.</p> <ol style="list-style-type: none"> On all site-related plans, show each tree's trunk location and assigned number; represent the circle identifying trunk diameters as being to scale; and delineate the TPZs mentioned above. Also on a tree disposition plan (or equivalent), reflect proposed removals by placing an "X" across their trunks. <p><small>4055 Bohannon Drive, Menlo Park Helios Real Estate Partners Page 7 of 14</small></p>	<p><i>David L. Babby, Registered Consulting Arborist</i> August 15, 2022</p> <ol style="list-style-type: none"> On the demolition plan, specify that all existing, unused lines or pipes within a TPZ shall be abandoned and cut off at existing soil grade (rather than being dug up and causing subsequent root damage). Should any heritage tree become proposed for removal (although not anticipated), identify on the planting plan the container size and amounts of new trees to be equal or exceed its appraised value. Refer to Section 4.0 for additional information. The electrical site plan must consider and show the following notes: "Routes and digging methods - whether by pneumatic air device, manually performed, trenching or directional boring - shall be reviewed and approved by the landscape architect and project arborist before commencing any trenching or digging within 5 feet from a TPZ. Any authorized open trenches within TPZs shall remain, protect, and not damage roots with diameters of >2 inches (can tunnel beneath), and must be performed under project arborist supervision." The irrigation plan must consider and show the following notes: "Establish irrigation and lighting features (e.g. main line, lateral lines, valve boxes, wiring, controllers and meters) to avoid any trenching within a TPZ. Where this is not feasible, route them in a radial direction to a tree's trunk, and terminate a specific distance from a trunk (varies crossing path fill). The routes and overall layout should be reviewed with the project arborist prior to any trenching or excavation occurring. Irrigation inside TPZs should consist of Netram sealer hoses, or equivalent, laid on grade and covered by mulch. Additionally, header lines connecting hoses should terminate beyond a TPZ." The section of new drive aisle within 10 feet from #10s TPZ (i.e. 18 feet from the trunk) shall require no more than 6 inches of overexcavation to form and pour the curb and gutter. All ground inside (i.e. towards the tree) should not be disturbed, include ground underlying existing asphalt, and possibly include base rock should roots >2 inches in diameter be found. Continuing the existing discontinued sidewalk across the 5-foot wide planter occupied by the utility pole and transformer vault must consider pedestrian clearance from #10s low limb (which must remain) and its roots. To avoid conflict, the future sidewalk width across the planter should be only 3 feet wide. <p><small>4055 Bohannon Drive, Menlo Park Helios Real Estate Partners Page 8 of 14</small></p>
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<p><i>David L. Babby, Registered Consulting Arborist</i> August 15, 2022</p> <p>construction fencing can serve as protection fencing (and simply utilizing driven posts). Note that prior to the City issuing permits, they require the project arborist to inspect fencing and provide a letter confirming it has been installed per this report.</p> <ol style="list-style-type: none"> Signs shall be affixed and maintained on each long side of fencing, two per tree, and onto any trunk wrap protection. It must be 8.5- by 11-inch (minimum), and contain the following language: "TREES PROTECTION FENCE - DO NOT MOVE OR REMOVE WITH APPROVAL BY CITY ARBORIST." Prior to demolition for #10, also install wrap protection around two leaders overhanging the site, beginning along the section above the property boundary, and continuing along the limbs until 14 to 15 feet high. This protection involves wrapping 6 to 8 layers of orange-plastic around the typing or taping off. Keep in place throughout demolition, and if instructed by the project arborist, remove and install chain link fencing. Prior to demolition, the sections of trees #4 and 7-10 should be pruned to establish clearance for equipment, reducing limb weight, and removing any deadwood >1-inch in diameter. The work shall be conducted in accordance with the most recent ANSI A100 standards, and by a California licensed tree-care contractor (T-49) that has an ISA certified arborist in a supervisory role, carries General Liability and Worker's Compensation insurance, and abides by ANSI Safety Operations. Prior to any approved grading, excavation and utility installation within a TPZ, stake the limits of grading, building footprint, utilities, any retaining walls, sidewalk and pathway routes for review by the project arborist (can be done in phases). <p>5.3 During Demolition, Grading and Construction</p> <ol style="list-style-type: none"> Follow all instructions and notes presented in Sections 5.1 and 5.2 of this report. Unless otherwise specifically authorized by the project arborist, any authorized open trenches needed for storm drains, utilities, irrigation, lighting, etc. within a TPZ shall occur through utilizing an AirSpade®, and all roots (all sizes) exposed during the process retained, not damaged, and kept continually moist and covered in burlap until the trench is backfilled (plywood should also cover trenches with exposed roots). <p><small>4055 Bohannon Drive, Menlo Park Helios Real Estate Partners Page 11 of 14</small></p>	<p><i>David L. Babby, Registered Consulting Arborist</i> August 15, 2022</p> <ol style="list-style-type: none"> Any authorized access, digging or trenching within TPZs shall be by foot-traffic only, and manually performed under supervision by the project arborist and without the use of heavy equipment or tractors. Take great care during demolition of existing hardscapes (e.g. sidewalks, parking lot, curbs, gutters, etc.) and other equipment/features to avoid damaging a tree's trunk, canopy, soil and roots within a TPZ, including ground underlying existing features. Digging needed to construct an approved feature within 5 feet from a TPZ for trees #7 and 10 must first involve manually digging a 1-foot wide trench along the cut edge, including for overexcavation, down to the required subgrade depth or 2 feet down, whichever is deeper. Advise the project arborist when this work is scheduled so observations of cut roots can be made. Exposed roots shall be cleanly severed and their surfaces kept continually moist, perhaps by draping burlap over the cut face and applying water daily or twice daily. Avoid using tree trunks as winch supports for moving or lifting heavy loads, or for tying rebar, cables, chains or other items around. Great care must be taken by equipment operators, including shoring, crane operations and concrete pumping, to position their equipment to avoid trunks and branches, including the ascending of foliage. Any tree damage or injury should be reported immediately to the project arborist. Avoid damaging or cutting roots with diameters of >2 inches without prior assessment by the project arborist. Should roots of this size be encountered, within one hour of exposure, they should either be covered by burlap that remains continually moist until the root is covered by soil. If they are approved for cutting, cleanly sever at 90° to the angle of root growth against the cut line (using loppers or a sharp hand saw), and then immediately after, the cut end either buried with soil or covered by a plastic sandwich bag (and secured using a rubber band, and removed just before backfilling). Roots encountered with diameters <2 inches and requiring removal can be cleanly severed at right angles to the direction of root growth. <p><small>4055 Bohannon Drive, Menlo Park Helios Real Estate Partners Page 12 of 14</small></p>
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<p><i>David L. Babby, Registered Consulting Arborist</i> August 15, 2022</p> <ol style="list-style-type: none"> In all other areas, avoid designing features requiring lateral excavation inside existing back of curbs and planters, including for excavation to form and pour future landscape. To avoid this impact, establish all future curb, gutter, foundations, etc. 1 to 2 feet beyond existing curbs (i.e. away from the trees). Route all underground utilities and storm drains beyond TPZs. Where not feasible for heritage trees, implement one of the following trenching or installation methods (listed from least to most impactful): directionally bore >3.5 feet below grade, tunneled using a pneumatic air device (e.g. an AirSpade®), or manually dig with a shovel (i.e. no jackhammer). These assume pipe bursting, an optimal method, does not apply. For boring, establish access pits and above-ground infrastructure (e.g. splice boxes, meters and vaults) beyond TPZ. Ensure the grading design does not require elevation changes, nor alters the existing water/drainage flows within a TPZ. Also, setback all drainage features, such as bio-retention areas, swales, and storm drains by at least 10 feet from TPZs. Erosion control measures, such as silt fencing or straw rolls, should not be installed within a TPZ. If needed install, show along the outside of tree fencing, and require a maximum vertical soil cut of 2 inches for their embodiment. Notes pertaining to this item should be added to the erosion control plan. Overexcavation, subexcavation, compaction, trenching, grading, fill, etc. (i.e. all ground disturbance) shall be confined 6 to 12 inches from an approved feature's edge where within 5 feet from a TPZ. Design any new walkway proposed within a TPZ to be entirely above existing soil grade (i.e. a no-dig design) to avoid severe root loss, including for base material, gravel, edging and forms. Additionally, avoid direct compaction of soil (foot-tamping levels are acceptable), and fill used to level the walkway to natural grade should be confined to 12 inches from the walk. Terra® BX Gravel can be utilized to help achieve these limited excavation and compaction requirements. Show the future staging area and routes of access on the final site plan, striving to avoid untrapped areas beneath canopies. <p><small>4055 Bohannon Drive, Menlo Park Helios Real Estate Partners Page 9 of 14</small></p>	<p><i>David L. Babby, Registered Consulting Arborist</i> August 15, 2022</p> <ol style="list-style-type: none"> Spools created during digging shall not be piled or spread on untrapped ground within a TPZ. If essential, spools can be temporarily piled on plywood or tarp. Digging holes for any fence within a TPZ should be manually performed using a post-hole digger, and in the event a root >2 inches in diameter is encountered during the process, the hole should be shifted over by 12 inches and the process repeated. For any heritage or street tree sustaining irreparable damage during construction, install replacement trees (if equal to or greater their appraised value). A final inspection shall be performed by the City Arborist at the end of construction, before tree protection fencing is removed and after replacement trees are installed. Avoid disposing harmful products (such as cement, paint, solvents, chemicals, oil and gasoline) beneath canopies or anywhere on site that allows drainage within or near TPZs. Herbicides should not be used with a TPZ; where used on site, they should be labeled for safe use near trees. Also, liming should not occur within 50 feet of a tree's canopy. <p><small>4055 Bohannon Drive, Menlo Park Helios Real Estate Partners Page 13 of 14</small></p>
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<p><i>David L. Babby, Registered Consulting Arborist</i> August 15, 2022</p> <ol style="list-style-type: none"> Adhere to the following additional landscape guidelines: <ol style="list-style-type: none"> Design any new site fencing or fence posts to be at least 2 to 5 feet from a tree's trunk (depends on trunk size, growth pattern and prior impacts). Avoid filling, ripping and compaction within TPZs. Establish any border board or other edging material within TPZs to be on top of existing soil grade (such as by using vertical stakes). Utilize a 3- to 4-inch layer of coarse wood chips or other high-quality mulch for new ground cover beneath canopies (avoid using grass, bark or rock, stone, gravel, black plastic or other synthetic ground cover). Do not pile mulch against trunks, rather taper the depth to 1/2- or 1/4-inch at the trunk. Apply spraying to apply herbicides within a TPZ, where used on site, they should be labeled for safe use near trees. Also, avoid liming within 50 feet from a trunk. <p>5.2 Before Demolition, Grading and Construction</p> <ol style="list-style-type: none"> Avoid interrupting the existing irrigation supply to the root zones of retained trees. In the event this is needed or inadvertently occurs, immediately (i.e. within one to two days after) supplement the loss with potable water. For impacted trees, dramatically increase the frequency and/or volume to help offset root loss. Also, note that any dewatering of the site will necessitate a more intensive watering program than otherwise needed. All methodologies, frequencies and amounts can be reviewed with the project arborist beforehand (possible methodologies includes flooding the ground inside a berm, soaker hoses, or deep-root injection). Conduct a site meeting between the general contractor and project arborist several weeks or more prior to demolition for the purpose of reviewing tree fencing, notes of access, watering, mulching, trenching, staging and all other protection measures. Regular visits, such as every two weeks or month (minimum) may also be needed. Prior to demolition, install tree protection fencing to enclose entire sections of TPZs occupying untrapped areas for retained trees. This shall consist of 6-foot tall chain link mounted on 2-inch diameter steel posts driven into the ground, spaced by no more than 10 feet apart, kept in place and upright throughout construction, and removed or modified only under the knowledge and direct consent of the project arborist. Any reconfiguration must be authorized by the project arborist beforehand, and note <p><small>4055 Bohannon Drive, Menlo Park Helios Real Estate Partners Page 10 of 14</small></p>	<p><i>David L. Babby, Registered Consulting Arborist</i> August 15, 2022</p> <p>5.0 ASSUMPTIONS AND LIMITING CONDITIONS</p> <ul style="list-style-type: none"> The information presented herein is based on site visit and reflects the best available information, but does not constitute a warranty of any kind, and the user assumes all responsibility. The information was prepared under the best of circumstances, and the user assumes all responsibility for any consequences resulting from its use. The information is provided for informational purposes only, and is not intended to be used for any purpose other than that for which it was prepared. The information is provided for informational purposes only, and is not intended to be used for any purpose other than that for which it was prepared. The information is provided for informational purposes only, and is not intended to be used for any purpose other than that for which it was prepared. The information is provided for informational purposes only, and is not intended to be used for any purpose other than that for which it was prepared. The information is provided for informational purposes only, and is not intended to be used for any purpose other than that for which it was prepared. The information is provided for informational purposes only, and is not intended to be used for any purpose other than that for which it was prepared. The information is provided for informational purposes only, and is not intended to be used for any purpose other than that for which it was prepared. The information is provided for informational purposes only, and is not intended to be used for any purpose other than that for which it was prepared. <p>Prepared by: <i>David L. Babby</i> August 15, 2022 Registered Consulting Arborist #400 4055 Bohannon Drive, Menlo Park, CA 94025 415-328-8888</p> <p><small>4055 Bohannon Drive, Menlo Park Helios Real Estate Partners Page 14 of 14</small></p>
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EXHIBIT A:
TREE INVENTORY TABLE
(Two sheets)

TREE INVENTORY TABLE

TREE #	TREE NAME	SIZE		CONDITION	RECOMMENDATION		REMARKS	PHOTO	
		DBH (inches)	HEIGHT (feet)		PRUNING	REMOVAL			
1	Red maple (Acer rubrum)	1	10	0	Good	None			
Comments: Along fence of site. (2) photos in file folder.									
2	Redwood for landscaping (Sequoia sempervirens)	2	27	0	Good	None			
Comments: Behind a central garage area. Healthy, 2nd floor. Small specimen, average of 1.7' high.									
3	Redwood (Sequoia sempervirens)	3	30	0	Good	None			
Comments: This small specimen is slowly growing, mostly 0. Last branches missing at base of trunk. Trunk diameter up to 1.2' high.									
4	Large Redwood tree (Sequoia sempervirens)	4	36	0	Good	None			
Comments: Healthy tree, 3rd floor. No dead or dying branches. Trunk diameter at 1.7' high is 1.7'. No dead or dying branches. Trunk diameter at 1.7' high is 1.7'. No dead or dying branches. Trunk diameter at 1.7' high is 1.7'.									
5	Small Redwood (Sequoia sempervirens)	5	12	0	Good	None			
Comments: Appears to be a specimen. Trunk diameter at 1.7' high is 1.7'. No dead or dying branches. Trunk diameter at 1.7' high is 1.7'.									
6	Small Redwood (Sequoia sempervirens)	6	13	0	Good	None			
Comments: Appears to be a specimen. Trunk diameter at 1.7' high is 1.7'. No dead or dying branches. Trunk diameter at 1.7' high is 1.7'.									
7	Small Redwood (Sequoia sempervirens)	7	15	0	Good	None			
Comments: Healthy tree. Trunk diameter at 1.7' high is 1.7'. No dead or dying branches. Trunk diameter at 1.7' high is 1.7'.									

TREE INVENTORY TABLE

TREE #	TREE NAME	SIZE		CONDITION	RECOMMENDATION		REMARKS	PHOTO	
		DBH (inches)	HEIGHT (feet)		PRUNING	REMOVAL			
8	California oak (Quercus agrifolia)	8	20	0	Good	None			
Comments: Healthy tree, 2nd floor. Trunk diameter at 1.7' high is 1.7'. No dead or dying branches. Trunk diameter at 1.7' high is 1.7'.									
9	California oak (Quercus agrifolia)	9	20	0	Good	None			
Comments: Healthy tree, 2nd floor. Trunk diameter at 1.7' high is 1.7'. No dead or dying branches. Trunk diameter at 1.7' high is 1.7'.									
10	California oak (Quercus agrifolia)	10	20	0	Good	None			
Comments: Healthy tree, 2nd floor. Trunk diameter at 1.7' high is 1.7'. No dead or dying branches. Trunk diameter at 1.7' high is 1.7'.									
11	Orange tree (Citrus sinensis)	11	22	0	Good	None			
Comments: Healthy tree, 2nd floor. Trunk diameter at 1.7' high is 1.7'. No dead or dying branches. Trunk diameter at 1.7' high is 1.7'.									
12	Orange tree (Citrus sinensis)	12	22	0	Good	None			
Comments: Healthy tree, 2nd floor. Trunk diameter at 1.7' high is 1.7'. No dead or dying branches. Trunk diameter at 1.7' high is 1.7'.									

EXHIBIT B:
SITE MAP
(one sheet)

EXHIBIT C:
PHOTOGRAPHS
(three sheets)

Photo Index

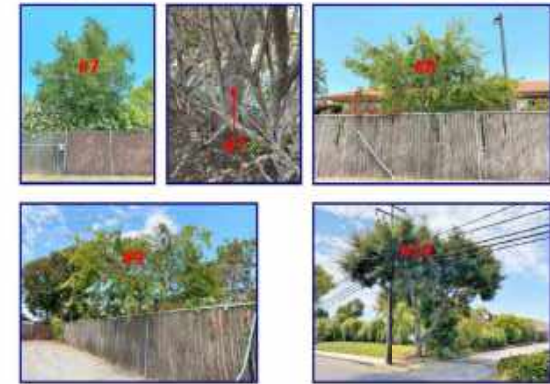
Page C-1: #1 thru 6

Page C-2: #7 thru 10

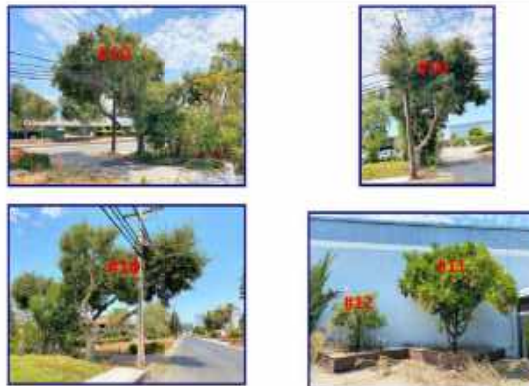
Page C-3: #10 thru 12



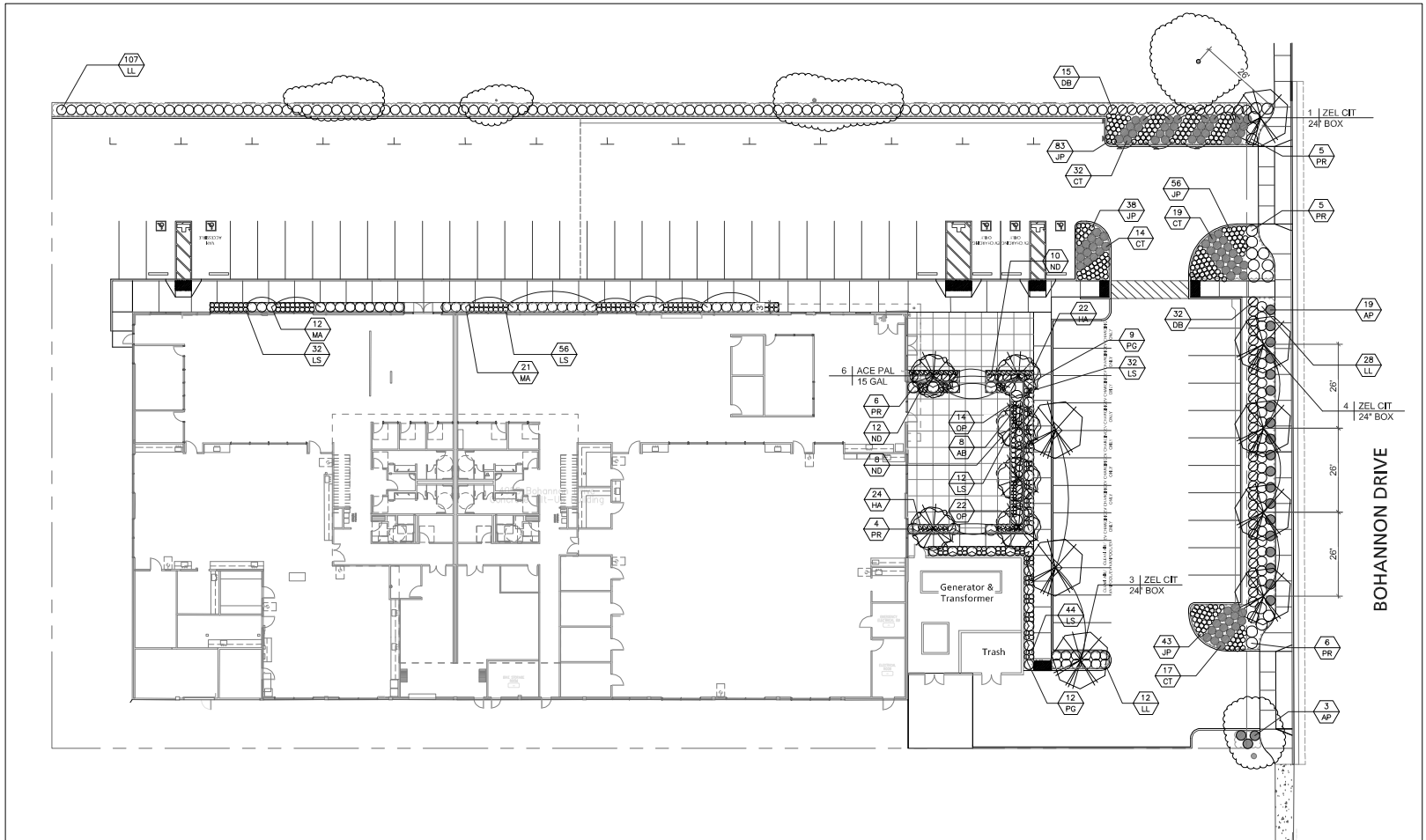
4055 Bohannon Drive, North Park
Hillsborough, CA 94111



4055 Bohannon Drive, North Park
Hillsborough, CA 94111



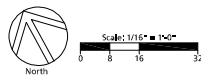
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Hillsborough, CA 94111





LANDSCAPE ORDINANCE COMPLIANCE STATEMENT

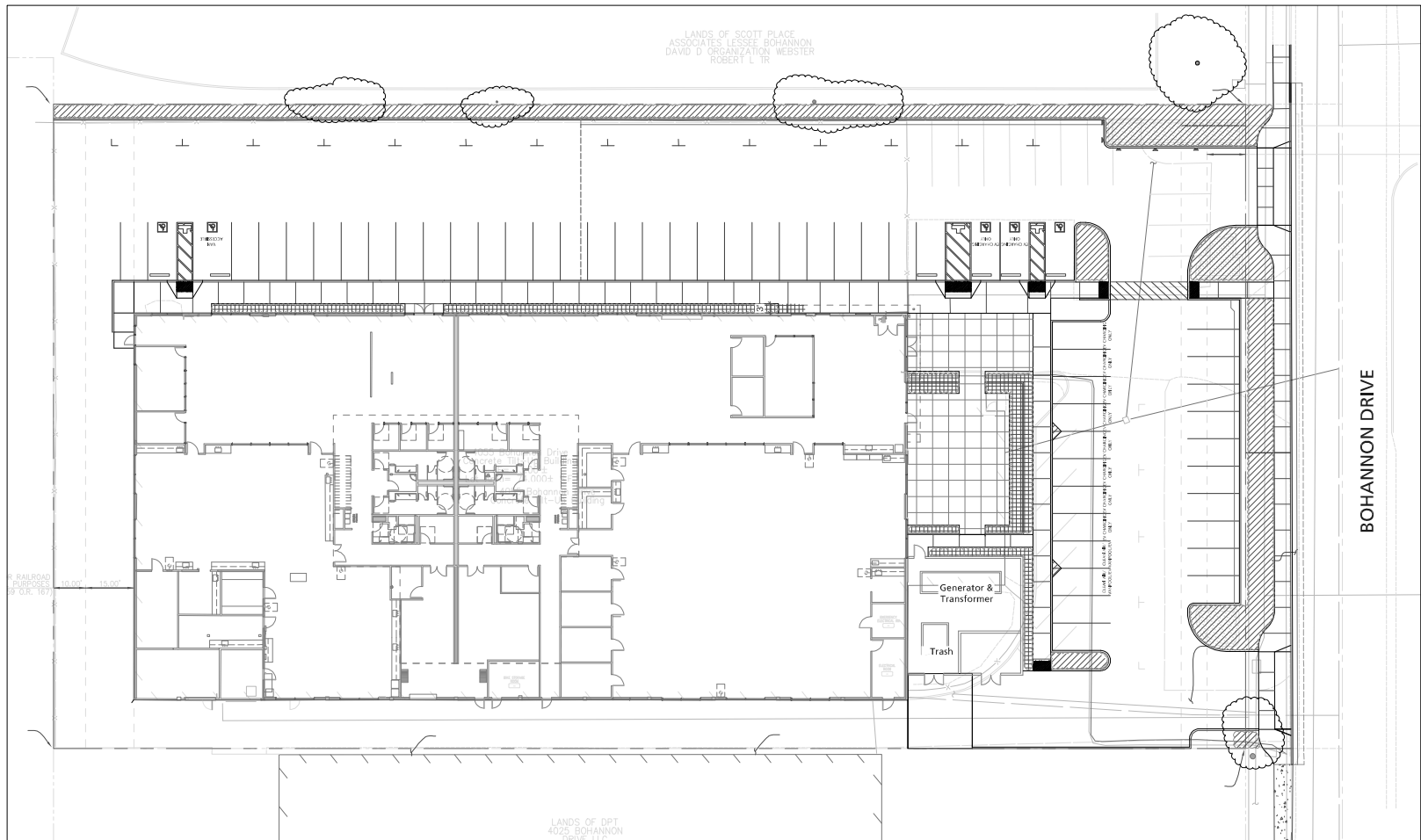
I have complied with the criteria of the Water Conservation in Landscaping Ordinance and have applied them for the efficient use of water in the Landscape and Irrigation Design Plan.

Gary D. Laymon
 Gary D. Laymon
 Landscape Architect
 License #2397



Water Use Legend:

	Low Water Use: 3,619 SF
	Medium Water Use: 1,147 SF
Total Irrigated Area: 4,766 SF	



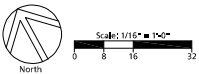
IRRIGATION COMPLIANCE NOTE

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.

LANDSCAPE ORDINANCE COMPLIANCE STATEMENT

I have complied with the criteria of the Water Conservation in Landscaping Ordinance and have applied them for the efficient use of water in the Landscape and Irrigation Design Plan.

Gary D. Laymon
 Gary D. Laymon
 Landscape Architect
 License #2397



DES
 ARCHITECTS
 ENGINEERS

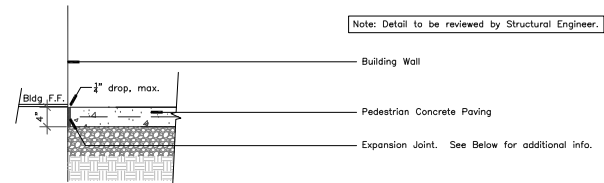
HELIOS
 REAL ESTATE PARTNERS

The Guzzardo Partnership, Inc.
 Landscape Architects | Land Planners
 Plot 3, The Embarcadero, Suite 118
 San Francisco, CA 94111
 www.gpp-inc.com

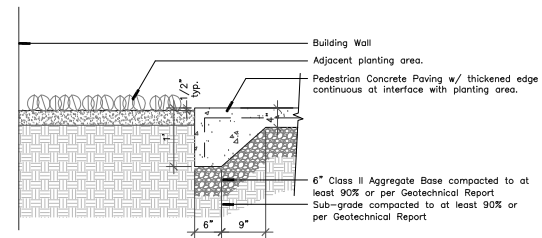
IRRIGATION ZONE DIAGRAM

4055 BOHANNON DRIVE
 PLANNING SUBMITTAL 08.31.2022
 PLANNING UPDATE #1 11.18.2022
 PLANNING UPDATE #2 12.30.2022
 PLANNING UPDATE #3 03.21.2023

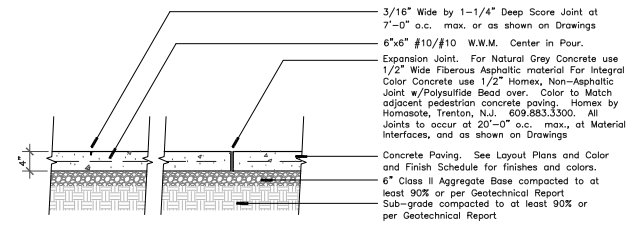
L-5.1



CONDITION AT BLDG AND CONCRETE PAVING INTERFACE

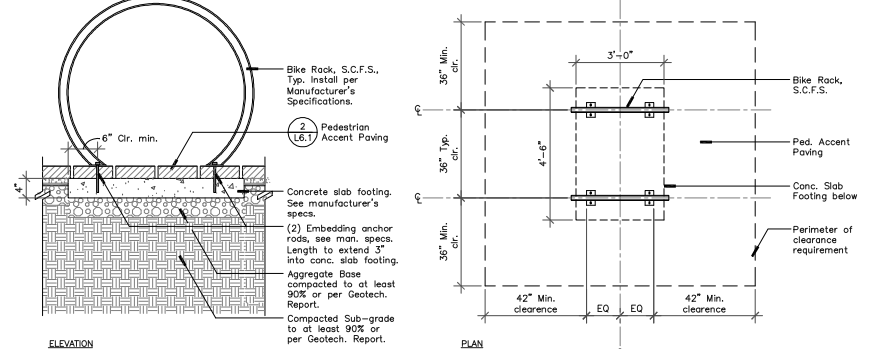


CONDITION AT BLDG, PLANTING AREA, AND CONG. PAVING INTERFACES



1 Pedestrian Concrete Paving

Scale: 1" = 1'-0"



2 Bicycle Rack

Scale: 1" = 1'-0"

LANDSCAPE ORDINANCE COMPLIANCE STATEMENT

I have complied with the criteria of the Water Conservation in Landscaping Ordinance and have applied them for the efficient use of water in the Landscape and Irrigation Design Plan.

Gary D. Laymon
 Gary D. Laymon
 Landscape Architect
 License #2397

Matthew Pruter
 Associate Planner
 Community Development
 City of Menlo Park
 701 Laurel St.
 Menlo Park, CA 94025

April 3rd, 2023

RE: 4055 Bohannon Drive Renovation Project Description Resubmittal

Dear Mr. Pruter,

Helios Real Estate Partners is pursuing the renovation of 4055 Bohannon Drive, which consists of an existing 31,559 square foot concrete tilt up warehouse building on a 74,000 square foot lot (“the Property”). A laser measurement scan of the existing building has been provided as documentation of the size of the existing building on the Property. The Property is located in the Bayfront Area and is designated Office in the Connect Menlo General Plan and Office District in the Zoning Ordinance.

Project’s Purpose and Existing/Proposed Use:

Helios is interested in renovating and reusing the existing concrete tilt-up portion of the building for use as a Class-A research and development/life science facility (“the Project”) because:

- The Office Zoning allows for light industrial and research and development use on the property,
- The Property has not been well maintained and we feel that we can use our development expertise to enhance the Property to meet the needs of today’s life science companies,
- The City of Menlo Park has a long history of supporting research and development, and in particular, the life science industry, which has created a diverse cluster of world class life science companies within the City – renovating 4055 Bohannon will support this existing cluster and,
- Renovating the Property is more sustainable than demolishing the existing improvements and creating a new development

Scope of Work/Site Layout/Architectural Style:

The renovation Project proposes to remove the older, unsightly exterior addition on the east elevation of the building that faces the public right-of-way, and the removal all existing interior improvements, including existing mezzanines, to create a clean shell condition.

To make the building attractive to the marketplace of research and development/life science users, the interior build-out (inside of the shell) will include Class A office and research and development laboratory areas, a new office mezzanine, new bathrooms, new tenant showers and changing rooms, lobbies, loading area, and storage areas. The base building infrastructure will be brought up to current building codes including new all-electric HVAC, electrical, fire life safety, and plumbing systems. The structural systems will receive a voluntary seismic upgrade and a new roof screen will be built to hide the mechanical systems. The total square footage of the Project will be 33,300 square feet (0.45 FAR).

The proposed improvements also contemplate cutting new windows into the concrete tilt up shell on all four elevations of the building to allow for the occupied space to receive natural light. The façade will be enhanced with a new modern aesthetic. Because the Project proposes to reuse the existing tilt up structure, there are structural limitations of how much the tilt up panels can be cut into. The Project proposes to include the maximum amount of new glazing without jeopardizing the integrity of the existing structure. The exterior will receive new metal panels that will wrap the front and side of the building that face the public space. The rear elevation and side alley of the building will be repaired and repainted. There will be a new metal roof screen to visually shield mechanical equipment.

The site plan contemplates new parking, hardscape, landscape, amenity areas, signage, bicycle parking, and stormwater management. The existing security gate fencing will be removed. Parking areas are contemplated in the same location as the existing use permit on file. The total number of parking spaces will be sixty-nine (69) stalls inclusive of EV and accessible stalls. New EV chargers will be installed to meet City and state codes. ADA stalls have been strategically placed as close as possible to the main entrance of the building. An arborist report has been included in the application and it identifies three heritage trees adjacent to the Property but none on site. No heritage trees are to be removed as part of the Project. Five (5) non-heritage trees on site are to be removed as a part of the Project. The Project will plant fifteen (15) new trees. The Project also includes a new offsite public sidewalk that will run along the front of the Property and connect the missing link of City sidewalk from the existing bus stop to the adjacent neighbor to the west.

Plan check comments included a request for more details about a proposed living wall. There is no living wall proposed as part of the Project. There are mature plantings proposed around an enclosure at the front of the building. This enclosure is required for base building electrical transformer and waste management. Note that the enclosure has also been designed to accommodate all three waste streams (landfill/trash, recycling, and compost). This location has been specified by Pacific Gas and Electric ("PG&E") and Recology. Mature plantings have been provided to screen the enclosure on all elevations that face the public-right-of-way.

Below Market Rate Housing Program (BMR):

We are seeking an in-lieu fee towards the City of Menlo Park's BMR program. 4055 Bohannon is ill-suited for onsite housing for a variety of reasons. Importantly, the proposed project is repurposing the existing structure and site area. The property is currently already built within the maximum allowable setbacks and open space requirements. This leaves no room for new residential structures onsite. The neighborhood is also a historic industrial and office park separated by US 101, Marsh Road, and a Caltrain rail line with no adjacent housing. Housing located in this neighborhood would be isolated and removed from amenities and services required by residents. This is Helios' first project in Menlo Park, and we do not own any other properties within the city limits where we could build the housing. It is for these reasons that we believe the in-lieu fee towards the BMR program is most appropriate for this project.

Emergency Generator:

Today's research and development/life science companies require an emergency backup power supply. Many of the products and services that these companies have are sensitive and require a consistent power supply that runs 24-hours a day. Unfortunately, PG&E is not a completely reliable source of consistent power and California is susceptible to storms, fires, and earthquakes. A backup power supply is a means of creating resiliency in an ever changing world.

Since the Project is being developed speculatively, a tenant has not been identified yet. Research and development/life science users require a minimum of 500kW of backup power for a building of this size. As such, a 500kW generator is currently being contemplated for the Project. This generator will be able to supply a run time of approximately 32 hours in an emergency situation. 32 hours is an appropriate amount of time to allow for a company to activate an emergency response plan, which can take at least a calendar day to enact.

Several types of backup power supplies were studied for the property.

They are:

Natural Gas Generator

There is existing natural gas at the property and a natural gas generator could be hooked up to the existing gas line. However, since natural gas is a fossil fuel, it was determined to not be a better option than a diesel generator. The project proposes to abandon the existing natural gas.

Battery Storage with Photovoltaic Panels

An all-electric backup power supply was also studied. A 4MWh solar system would be required to equal the same amount of power to maintain a battery system equivalent to a 500 kW generator to allow for consistent power during the day, the night, and adverse weather conditions when recharging the battery is not available from photovoltaic panels. The battery would need to be located in a 3,000 square foot structure. The weight and size of the of the battery would require it to be pad mounted on site, which would remove proposed onsite parking, prohibit emergency vehicle access around the property, and encroach into setbacks. A 4MWh solar system would also require approximately 100,000 square feet of photovoltaic panels to recharge the battery when there is sunlight. This amount of square feet is larger than the total site area and is infeasible.

Diesel Generator

A diesel generator is the most viable solution for 500 kW of backup power. The generator is anticipated to have quarterly maintenance and an annual engine test. Specifications of the generator have been included in the Project application. A hazardous material storage form has been filled out and provided for the diesel for the generator. The generator and new PG&E transformer will be located within a new enclosure, along with a covered trash enclosure.

A Generac generator is being proposed for the project. The equipment meets the criteria set forth by BAAQMD. The specifics of the generator have been included in the documents on page A10. A hazardous materials form has also been filled out and provided. The generator was also described in a project letter to various neighbors around the property to provide them awareness of the project's intent to include a diesel generator. No negative responses have been received by the applicant. The neighborhood is excited to see this building be brought up to current building codes and visual expectations for today's tenants.

The applicant looks forward to the day when all back up power can be sourced through PV or other green technologies. Onsite solar is not physically able to meet the needs of the backup power. The Project includes all-electric base building systems and will be procuring green power from Peninsula Clean Energy for normal operations. We request the approval of a diesel generator for backup power only.

All-Electric Base Building Systems

The Project will not use any natural gas. The existing gas line will be removed as part of the Project. The existing electrical service will be upgraded to accommodate new codes. All base building systems are serviced through an all-electric power supply, which represents a cost premium to the project but meets the intent of the City's codes and future resiliency standards to combat global warming. As an alteration Project, the existing core and shell will be updated so that the entire building will meet the current California Energy Code and will purchase one hundred percent renewable electricity through Peninsula Clean Energy in an amount equal to the annual energy demand of the Project.

Photometrics of Bohannon Drive

A comment was provided with the feedback on the photometrics study which requested that the study account for the entire frontage from curb to curb and that new frontage streetlights should be added if the current streetlights do not meet the City standards. We have rerun the photometrics for the streetlighting and determined that there is not adequate lighting in the street. As such, the Project proposes to install two (2) new streetlights on the opposite side of the street within the public right-of-way, which is consistent with the location of other streetlights in the area. We have reviewed this proposed solution with City Staff.

Community Outreach

As part of being a good neighbor, we have reached out to adjacent neighbors about the Project. Letters and corresponding emails have been forwarded to City Staff. No negative messages or critiques have been provided to the applicant. The general consensus has been that the Project will be a positive addition to the neighborhood. Please see attached correspondences.

Potentially Applicable Connect Menlo EIR Measures

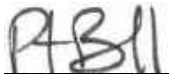
BIO-1 – the project team engaged with a biologist to complete a biological resource assessment for the property. The conclusion of the biological resource assessment was that the Property was not a suitable habitat for any wildlife and no wildlife were identified on site. In addition, the neighborhood is landlocked from natural habitats found to the east of US Hwy. 101 and to the west of the Property by the Caltrain rail line. As such, it is not an obvious habitat for birds.

CULT-1 – the Project team performed historic documents review and found that the Property does not have any historic or cultural considerations. It is an older building that is over 50 years old. However, does not have any known historic or cultural considerations. The appropriate documentation and forms have been provided in the application.

TDM – a TDM was provided as part of the application.

We are excited to represent to you our Project for your consideration. Our team believes that we have created a thorough evaluation and response to the recent comments on our Project and requests that the Project be calendared for review by the Planning Commission. Thank you for your consideration of our request.

Sincerely,



The 4055 Bohannon Project Team
Peter Banzhaf, Brian Cason, DES Architects

Deerfield Realty
3715 Haven Avenue
Menlo Park, CA 94025

September 28, 2022

RE: 4055 Bohannon Drive Renovation Project

Dear Mr. Bianchi,

Helios Real Estate Partner is pursuing the renovation of 4055 Bohannon Drive (“the Property”) to make the building attractive to the marketplace of research and development / life science users. The Property is located mid-block on Bohannon Drive. The Property is an existing approximately 30,600 square foot tilt up building on the 74,139 square foot Property that used to be Brightview Landscape maintenance facility. As your neighbor, we wanted to make you aware of our intention to file a project application to the City of Menlo Park for this project.

The renovation project proposes to remove an unsightly exterior office addition on the easterly elevation of the building that faces the public right of way and the removal all existing interior improvements to create a clean shell condition. The façade will be enhanced with a new modern aesthetic. The proposed improvements contemplate cutting new windows into the concrete tilt up shell on all four elevations of the building to allow for the occupied space to receive natural light. The exterior will also receive new metal panels that will wrap the front and side of the building that face the public space. There will be a new metal roof screen to cover mechanical equipment.

The interior build-out inside of the shell will include Class A office and research (laboratory) areas, a new occupied mezzanine, new bathrooms, lobby, loading area, and storage areas. The base building infrastructure will be brought up to current building codes including new HVAC, electrical, backup power, fire life safety, plumbing systems, roof, and structural systems.

The site plan contemplates new parking, hardscape, landscape, amenity areas, signage, and stormwater management. Parking areas are contemplated in the same location as the existing facility. The project includes new offsite city sidewalks that will connect the missing link of city sidewalk on this side of the street from the existing bus stop to the east of the property to the adjacent neighbor to the west.

Please do not hesitate to reach out to us with any questions you may have for our proposed project,

Sincerely,

Peter Banzhaf & Brian Cason
Helios Real Estate Partners

Bohannon Organization
60 Hillsdale Mall
San Mateo, CA 94403

September 28, 2022

RE: 4055 Bohannon Drive Renovation Project

Dear Mr. Bohannon,

Helios Real Estate Partner is pursuing the renovation of 4055 Bohannon Drive (“the Property”) to make the building attractive to the marketplace of research and development / life science users. The Property is located mid-block on Bohannon Drive. The Property is an existing approximately 30,600 square foot tilt up building on the 74,139 square foot Property that used to be Brightview Landscape maintenance facility. As your neighbor, we wanted to make you aware of our intention to file a project application to the City of Menlo Park for this project.

The renovation project proposes to remove an unsightly exterior office addition on the easterly elevation of the building that faces the public right of way and the removal all existing interior improvements to create a clean shell condition. The façade will be enhanced with a new modern aesthetic. The proposed improvements contemplate cutting new windows into the concrete tilt up shell on all four elevations of the building to allow for the occupied space to receive natural light. The exterior will also receive new metal panels that will wrap the front and side of the building that face the public space. There will be a new metal roof screen to cover mechanical equipment.

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Please do not hesitate to reach out to us with any questions you may have for our proposed project,

Sincerely,

Peter Banzhaf & Brian Cason

Helios Real Estate Partners

Kilroy Realty
100 First Street, Suite 250
San Francisco, CA 94002

September 28, 2022

RE: 4055 Bohannon Drive Renovation Project

Dear Ms. Kong,

Helios Real Estate Partner is pursuing the renovation of 4055 Bohannon Drive (“the Property”) to make the building attractive to the marketplace of research and development / life science users. The Property is located mid-block on Bohannon Drive. The Property is an existing approximately 30,600 square foot tilt up building on the 74,139 square foot Property that used to be Brightview Landscape maintenance facility. As your neighbor, we wanted to make you aware of our intention to file a project application to the City of Menlo Park for this project.

The renovation project proposes to remove an unsightly exterior office addition on the easterly elevation of the building that faces the public right of way and the removal all existing interior improvements to create a clean shell condition. The façade will be enhanced with a new modern aesthetic. The proposed improvements contemplate cutting new windows into the concrete tilt up shell on all four elevations of the building to allow for the occupied space to receive natural light. The exterior will also receive new metal panels that will wrap the front and side of the building that face the public space. There will be a new metal roof screen to cover mechanical equipment.

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The site plan contemplates new parking, hardscape, landscape, amenity areas, signage, and stormwater management. Parking areas are contemplated in the same location as the existing facility. The project includes new offsite city sidewalks that will connect the missing link of city sidewalk on this side of the street from the existing bus stop to the east of the property to the adjacent neighbor to the west.

Please do not hesitate to reach out to us with any questions you may have for our proposed project,

Sincerely,

Peter Banzhaf & Brian Cason

Helios Real Estate Partners

Peter Banzhaf

From: Kong, Eileen <ekong@kilroyrealty.com>
Sent: Thursday, September 29, 2022 12:05 PM
To: Peter Banzhaf
Cc: Ben Paul/USA; Brian Cason
Subject: RE: Project at 4055 Bohannon

Thanks for sharing, Peter. Looks like a much needed facelift and will benefit the entire neighborhood.

I shared your letter with our internal team. We will look forward to your progress!

Best,
Eileen

From: Peter Banzhaf <pb@heliosre.com>
Sent: Wednesday, September 28, 2022 4:31 PM
To: Kong, Eileen <ekong@kilroyrealty.com>
Cc: Ben Paul/USA <Ben.Paul@cushwake.com>; Brian Cason <bc@heliosre.com>
Subject: Project at 4055 Bohannon

[EXTERNAL EMAIL**]**

Hello Eileen,

I received your contact information from Ben Paul. We wanted to introduce ourselves, my partner Brian Cason and I are the new owners of 4055 Bohannon Drive in Menlo Park.

We are currently processing a planning application to completely renovate 4055 Bohannon. We summarized our plans in the attached letter.

Our goal is to remove the historic use of industrial and make the building modern to attract future research and development (life science) companies.

Please take a look at the attached letter and let us know if you have any questions regarding our project.

Sincerely,

-Peter

Peter Banzhaf
415.515.7506
pb@heliosre.com

Peter Banzhaf

From: Scott E. Bohannon <scott.bohannon@ddbbo.com>
Sent: Thursday, September 29, 2022 12:36 PM
To: Peter Banzhaf
Cc: Ben Paul/USA; Brian Cason; David D. Bohannon II; Lilian Poladian
Subject: RE: [External sender] Project at 4055 Bohannon

Peter,

This looks like an improvement to us. Thanks for sending this over.

Best,

Scott



From: Peter Banzhaf <pb@heliosre.com>
Sent: Wednesday, September 28, 2022 4:34 PM
To: Scott E. Bohannon <scott.bohannon@ddbbo.com>
Cc: Ben Paul/USA <Ben.Paul@cushwake.com>; Brian Cason <bc@heliosre.com>
Subject: [External sender] Project at 4055 Bohannon

(WARNING!) * External sender – Proceed with Caution! *

Hello Scott,

I received your contact information from Ben Paul. We wanted to introduce ourselves, my partner Brian Cason and I are the new owners of 4055 Bohannon Drive in Menlo Park.

We are currently processing a planning application to completely renovate 4055 Bohannon. We summarized our plans in the attached letter.

Our goal is to remove the historic use of industrial and make the building modern to attract future research and development (life science) companies.

Please take a look at the attached letter and let us know if you have any questions regarding our project.

Sincerely,

-Peter

Peter Banzhaf
415.515.7506
pb@heliosre.com

Peter Banzhaf

From: TJ Bianchi <tj@deerfieldrealty.net>
Sent: Wednesday, September 28, 2022 4:30 PM
To: Peter Banzhaf
Cc: Ben Paul/USA; Brian Cason; Laura Hesselgren; Tito Bianchi
Subject: RE: Project at 4055 Bohannon

Hi Peter and Brian,
Thanks for reaching out and congrats on the acquisition.

I'll review with my tea and let you know if we have any questions.

Best,

TJ Bianchi

President
Deerfield Realty
3715 Haven Ave., #210
Menlo Park, CA 94025
PH: 650.298.0080

From: Peter Banzhaf <pb@heliosre.com>
Sent: Wednesday, September 28, 2022 4:28 PM
To: TJ Bianchi <tj@deerfieldrealty.net>
Cc: Ben Paul/USA <Ben.Paul@cushwake.com>; Brian Cason <bc@heliosre.com>
Subject: Project at 4055 Bohannon

Hello TJ,

I received your contact information from Ben Paul. We wanted to introduce ourselves, my partner Brian Cason and I are the new owners of 4055 Bohannon Drive in Menlo Park.

We are currently processing a planning application to completely renovate 4055 Bohannon. We summarized our plans in the attached letter.

Our goal is to remove the historic use of industrial and make the building modern to attract future research and development (life science) companies.

Please take a look at the attached letter and let us know if you have any questions regarding our project.

Sincerely,

-Peter

Peter Banzhaf
415.515.7506
pb@heliosre.com

LOCATION: 4055 Bohannon Drive	PROJECT NUMBER: PLN2022-00049	APPLICANT: Peter Banzhaf	OWNER: 4055 Bohannon Owner LLC
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PROJECT CONDITIONS:

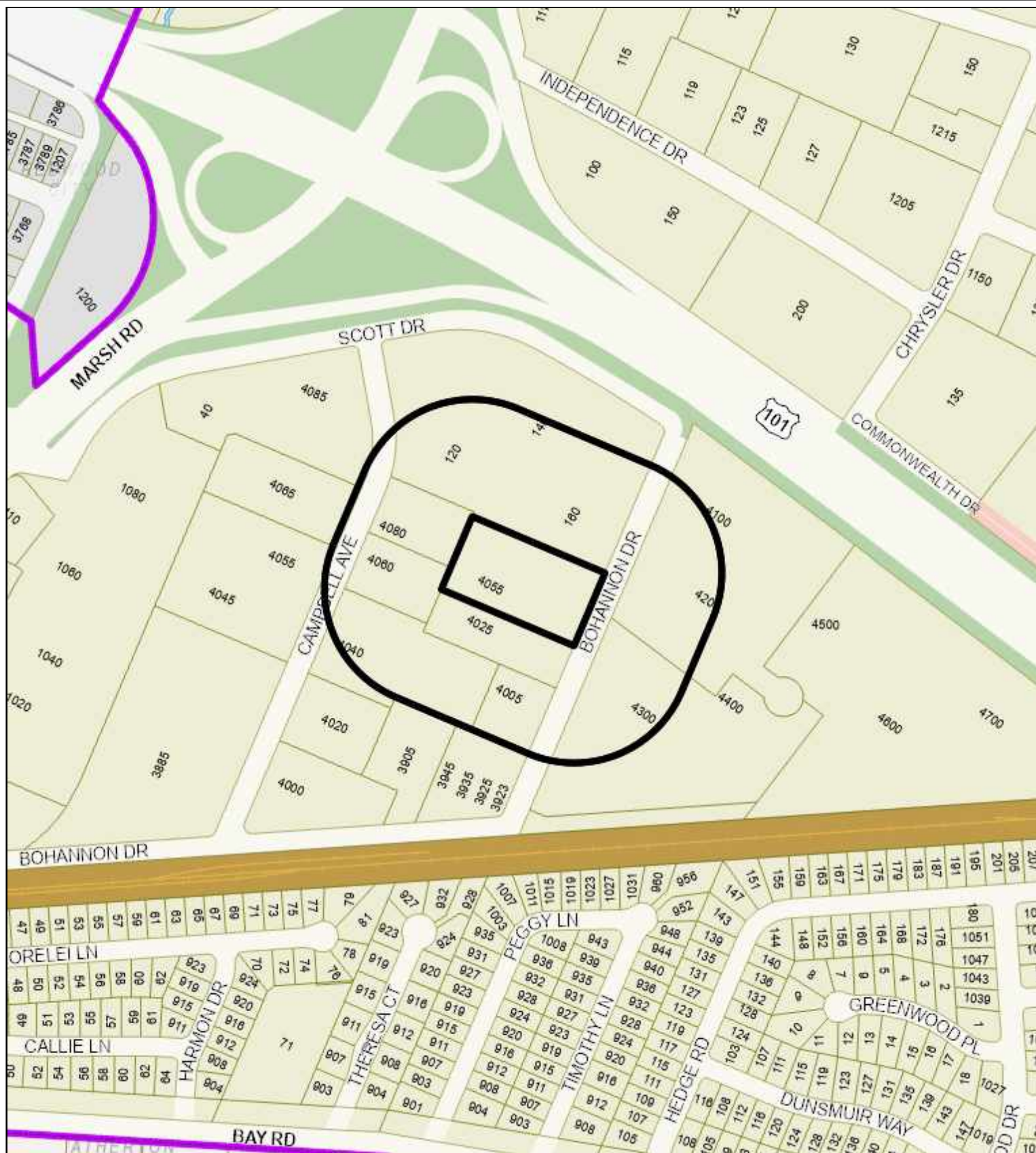
1. The use permit and architectural control permit shall be subject to the following standard conditions:
 - a. The applicant shall be required to apply for a building permit within one year from the date of approval (by April 24, 2024) for the use permit to remain in effect.
 - b. Development of the project shall be substantially in conformance with the plans prepared by DES Architects + Engineers, consisting of 36 plan sheets, dated received April 3, 2023 and approved by the Planning Commission on April 24, 2023, except as modified by the conditions contained herein, subject to review and approval of the Planning Division.
 - c. Substantially consistent and minor modifications to the development plan may be approved in writing 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 permit 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. If the Director refers the plans to the Planning Commission, the Director shall provide written documentation of the Director's determination that the modification is substantially consistent and a member of the Planning Commission may request to discuss these modifications on the next agenda within 72 hours of notification of the modifications by the Community Development Director. A public meeting could be called regarding such changes if deemed necessary by the Planning Commission. Further environmental review and analysis may be required if such changes necessitate further review and analysis pursuant to the California Environmental Quality Act.
 - d. Major modifications to the development plan which involve material changes, or expansion or intensification of development, may be allowed subject to obtaining an architectural control permit from the Planning Commission.
 - e. The applicant shall keep the property in a clean and sanitary condition at all times, and maintain its site in a fashion that does not constitute a public nuisance and that does not violate any provision of the City of Menlo Park Municipal Code.
 - f. The project shall adhere to all ordinances, plans, regulations, and specifications of the City of Menlo Park and all applicable local, State, and Federal laws and regulations.
 - g. Prior to building permit issuance, the applicant shall comply with all West Bay Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project.
 - h. All public right-of-way improvements, including frontage improvements and the dedication of easements and public right-of-way, shall be completed to the satisfaction of the Engineering Division prior to building permit final inspection.
 - i. 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.
 - j. Prior to building permit issuance, applicant shall coordinate with California Water Company to confirm the existing water mains and service laterals meet the domestic and fire flow requirements of the project. If the existing water main and service laterals are not sufficient as determined by California Water Company, the applicant may, as

LOCATION: 4055 Bohannon Drive	PROJECT NUMBER: PLN2022-00049	APPLICANT: Peter Banzhaf	OWNER: 4055 Bohannon Owner LLC
<p>PROJECT CONDITIONS:</p> <p>part of the project, be required to construct and install new water mains and service laterals sufficient to meet such requirements.</p> <ul style="list-style-type: none"> k. Prior to building permit issuance, applicant shall coordinate with West Bay Sanitary District to confirm the existing sanitary sewer mains and service laterals have sufficient capacity for the project. If the existing sanitary sewer mains and service laterals are not sufficient as determined by West Bay Sanitary District, applicant may, as part of the project, be required to construct and install new sanitary sewer mains and service laterals sufficient to meet such requirements. l. Prior to construction, the applicant shall file and obtain a VOC and Fuel Discharge Permit with the San Francisco Bay Regional Water Quality Control Board as necessary for groundwater discharge. All groundwater discharge to the City storm drain during construction shall be approved to the satisfaction of the Public Works Department prior to commencement of work. The City may request, at the behest of the Public Works Department, additional narratives, reports, or engineering plans to establish compliance with state and local regulations prior to approval. Similarly, any discharge to the City's Sanitary Sewer system shall be approved to the satisfaction of West Bay Sanitary District, with proof of acceptance, prior to commencement of work. m. 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 the review and approval of the Engineering Division. n. Prior to building permit issuance, the applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project. o. Prior to building permit issuance, 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. p. Prior to building permit issuance, the applicant shall submit all applicable engineering plans for Engineering review and approval. The plans shall include, but are not limited to: 1) Existing Topography (NAVD 88), 2) Demolition Plan, 3) Site Plan (including easement dedications), 4) Construction Parking Plan, 5) Grading and Drainage Plan, 6) Utility Plan, 7) Erosion Control Plan / Tree Protection Plan, 8) Planting and Irrigation Plan, 9) Off-site Improvement Plan, and 10) Construction Details (including references to City Standards). q. During the design phase of the construction drawings, all potential utility conflicts shall be potholed and actual depths shall be recorded on the improvement plans. r. Simultaneous with the submittal of a complete building permit application, the applicant's design professional shall evaluate the Project's impact to the City's storm drainage system and prepare a Hydrology Report to the satisfaction of the City Engineer. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. 			

LOCATION: 4055 Bohannon Drive	PROJECT NUMBER: PLN2022-00049	APPLICANT: Peter Banzhaf	OWNER: 4055 Bohannon Owner LLC
<p>PROJECT CONDITIONS:</p> <ul style="list-style-type: none"> s. Simultaneous with the submittal of a complete building permit application, the applicant shall submit a Storm Water Management Report that meets the requirements of the San Mateo County’s C.3 Stormwater Technical Guidance Manual. t. The Project Stormwater Management Plan shall incorporate trash capture measures such as screens, filters or CDS/Vortex units to address the requirements of Provision C.10 of the Regional Water Quality Control Board (RWQCB) Municipal Regional Permit (MRP). The Stormwater Management Plan shall be reviewed and approved by the Engineering Division prior to building permit issuance. u. Simultaneous with the submittal of a complete 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. With the executed agreement, the property owner is responsible for the operation and maintenance of stormwater treatment measures for the project. The agreement shall run with the land and shall be recorded with the San Mateo County Recorder’s Office prior to building permit final inspection. v. Prior to building permit issuance, the applicant shall submit a grading and drainage plan for review and approval. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. A hydrology report will be required to the satisfaction of the Engineering Division. w. Prior to building permit issuance, the applicant shall provide documentation indicating the amount of irrigated landscaping. If the project proposes more than 500 square feet of irrigated landscaping, it is subject to the City’s Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44). Submittal of a detailed landscape plan would be required concurrently with the submittal of a complete building permit application. A landscape audit report shall be submitted to the engineering division prior to final inspection. x. If the project is creating more than 5,000 square feet of irrigated landscaping, per the City’s Water Efficient Landscape Ordinance (Municipal Code 12.44), the irrigation system is required to have a separate water service. y. Prior to building permit issuance, 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. z. If construction is not complete by the start of the wet season (October 1 through April 30), the applicant shall implement a winterization program to minimize the potential for erosion and sedimentation. Plans to include proposed measures to prevent erosion and polluted runoff from all site conditions shall be submitted for review and approval of the Engineering Division prior to beginning construction. aa. Prior to building permit issuance, 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. bb. Prior to building permit issuance, the applicant shall submit a heritage tree preservation plan, detailing the location of and methods for all tree protection measures. 			

LOCATION: 4055 Bohannon Drive	PROJECT NUMBER: PLN2022-00049	APPLICANT: Peter Banzhaf	OWNER: 4055 Bohannon Owner LLC
<p>PROJECT CONDITIONS:</p> <ul style="list-style-type: none"> cc. Prior to building permit issuance, the applicant shall pay all Public Works fees. Please refer to the City of Menlo Park Master Fee Schedule. dd. If existing utilities are in conflict with required frontage improvements, the utilities must be relocated at the applicant’s expense. ee. 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. ff. Prior to final occupancy of the building, any frontage improvements which are damaged as a result of construction will be required to be replaced. gg. Prior to building permit issuance, the applicant shall submit plans for construction parking management, construction staging, material storage, and a traffic control handling plan, to be reviewed and approved by the Building, Engineering, Planning, and Transportation Divisions. hh. Prior to issuance of each building permit the applicant shall pay the applicable Building Construction Street Impact Fee, in effect at the time of payment, to the satisfaction of the Public Works Director. The current fee is calculated by multiplying the valuation of the construction by 0.0058. ii. Heritage trees in the vicinity of the construction project shall be protected pursuant to the Heritage Tree Ordinance and the arborist report prepared by Arbor Resources, dated received September 22, 2022. jj. Prior to building permit issuance, the applicant shall pay all fees incurred through staff time spent reviewing the application. kk. The applicant or permittee shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval; provided, however, that the applicant’s or permittee’s duty to so defend, indemnify, and hold harmless shall be subject to the City’s promptly notifying the applicant or permittee of any said claim, action, or proceeding and the City’s full cooperation in the applicant’s or permittee’s defense of said claims, actions, or proceedings. ll. Notice of Fees Protest – The applicant may protest any fees, dedications, reservations, or other exactions imposed by the City as part of the approval or as a condition of approval of this development. Per California Government Code 66020, this 90-day protest period has begun as of the date of the approval of this application. <p>2. The use permit and architectural control shall be subject to the following project-specific conditions:</p> <ul style="list-style-type: none"> a. Prior to building permit issuance, the applicant shall submit a complete zero waste management plan, subject to approval of the Sustainability and Planning Divisions. b. Prior to building permit issuance, the applicant shall submit engineered off-site improvement plans (including engineers cost estimates) for approval by the City Engineer. Off-site improvement plans shall include all required frontage improvements 			

LOCATION: 4055 Bohannon Drive	PROJECT NUMBER: PLN2022-00049	APPLICANT: Peter Banzhaf	OWNER: 4055 Bohannon Owner LLC
<p>PROJECT CONDITIONS:</p> <p>within the City right-of-way including curb, gutter, driveways, sidewalks, street trees, street lights, and water and sanitary sewer laterals. If relocation of existing utilities is required, it should be shown on the off-site improvement plans as well. The public improvement plans should be prepared by a California licensed civil engineer.</p> <ul style="list-style-type: none"> c. The project frontage on Bohannon Drive (curb to curb) shall receive an asphalt slurry seal at the completion of improvements. Existing striping, markings, and legends shall be replaced in kind, or as modified by the City Engineer. d. All public right of way improvements shall be constructed to the satisfaction of the Engineering Division prior to final inspection for building occupancy. e. Testing of the generator shall be limited to one test per month, between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday. f. The applicant shall provide documentation of having completed the requirements outlined in the agency referral forms (Attachment G of the staff report) prior to building permit issuance, subject to review and approval of the Planning and Building Divisions. g. Prior to building permit issuance, the applicant shall pay the Below Market Rate Housing in-lieu fee of approximately \$341,629.86. The BMR fee rate is subject to change annually on July 1 and the final fee will be calculated based on the square footage and the fee rate at the time of fee payment. h. Prior to building permit issuance, the applicant shall pay the transportation impact fee (TIF), which is estimated to be \$196,112.42. This was calculated by multiplying the fee of \$9.32 per square feet by 33,300 square feet of research and development space and subtracting a credit by multiplying the fee of \$3.62 per square feet by 31,559 square feet of existing warehouse space. Fees are subject to adjustment on July 1st of each year based on the ENR Construction Cost Index percentage for San Francisco. 			



City of Menlo Park
 Location Map
 4055 Bohannon Drive



Scale: 1:4,000

Drawn By: MAP

Checked By: CDS

Date: 4/24/2023

Sheet: 1

**COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

701 Laurel Street
Menlo Park, CA 94025
phone: (650) 330-6702
fax: (650) 327-1653
planning@menlopark.org
<http://www.menlopark.org>

HAZARDOUS MATERIALS INFORMATION FORM

In order to help inform City Staff and the external reviewing agencies, the Planning Division requires the submittal of this form. If the use permit application is approved, applicants are required to submit the necessary forms and obtain the necessary permits from the Menlo Park Fire Protection District, San Mateo County Environmental Health Services Division, West Bay Sanitary District, and other applicable agencies. Please complete this form and attach additional sheets as necessary.

1. List the types of hazardous materials by California Fire Code (CFC) classifications. This list must be consistent with the proposed Hazardous Materials Inventory Statement (HMIS), sometimes referred to as a Chemical Inventory. (The HMIS is a separate submittal.)
2. Describe how hazardous materials are handled, stored and monitored to prevent or minimize a spill or release from occurring (e.g., secondary containment, segregation of incompatibles, daily visual monitoring, and flammable storage cabinets).
3. Identify the largest container of chemical waste proposed to be stored at the site. Please identify whether the waste is liquid or solid form, and general safeguards that are used to reduce leaks and spills.

4. Please explain how hazardous waste will be removed from the site (i.e. licensed haulers, or specially trained personnel).

5. Describe employee training as it pertains to the following:
 - a. Safe handling and management of hazardous materials or wastes;
 - b. Notification and evacuation of facility personnel and visitors;
 - c. Notification of local emergency responders and other agencies;
 - d. Use and maintenance of emergency response equipment;
 - e. Implementation of emergency response procedures; and
 - f. Underground Storage Tank (UST) monitoring and release response procedures.

6. Describe documentation and record keeping procedures for training activities.

7. Describe procedures for notifying onsite emergency response personnel and outside agencies (e.g. Fire, Health, Sanitary Agency-Treatment Plant, Police, State Office of Emergency Services "OES") needed during hazardous materials emergencies.

8. Describe procedures for immediate inspection, isolation, and shutdown of equipment or systems that may be involved in a hazardous materials release or threatened release.

9. Identify the nearest hospital or urgent care center expected to be used during an emergency.



**COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION**

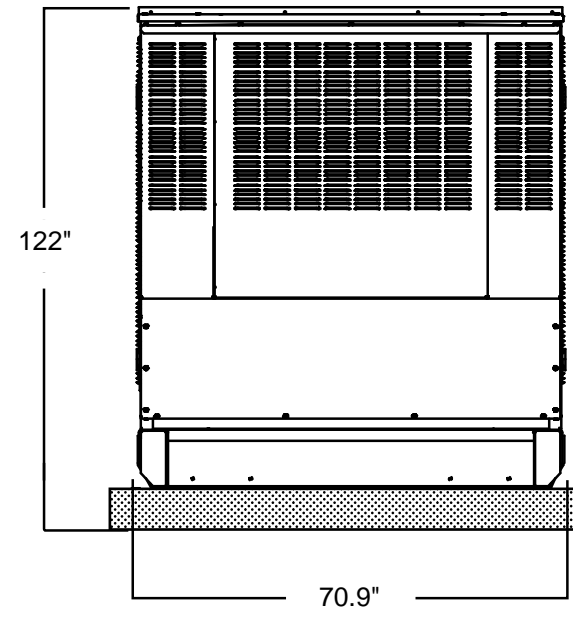
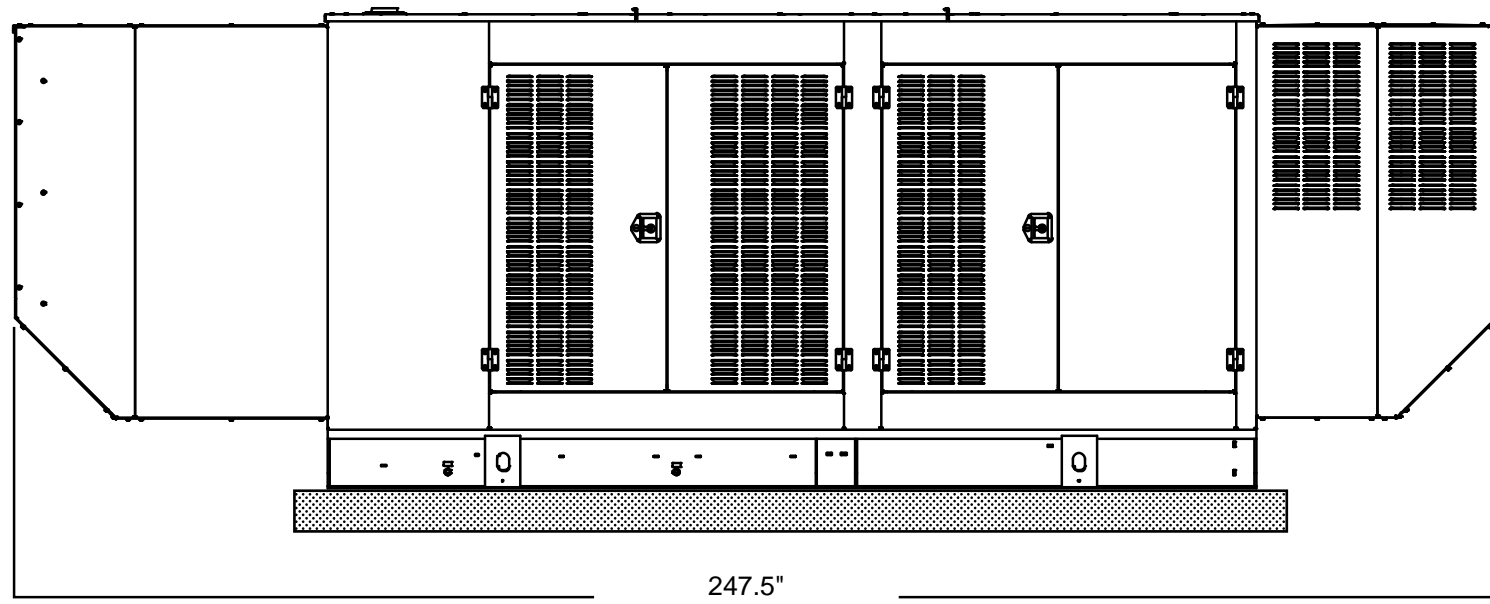
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APPLICATIONS INVOLVING HAZARDOUS MATERIALS – GENERATOR SUPPLEMENT

The following information is required for hazardous materials applications that include generators.

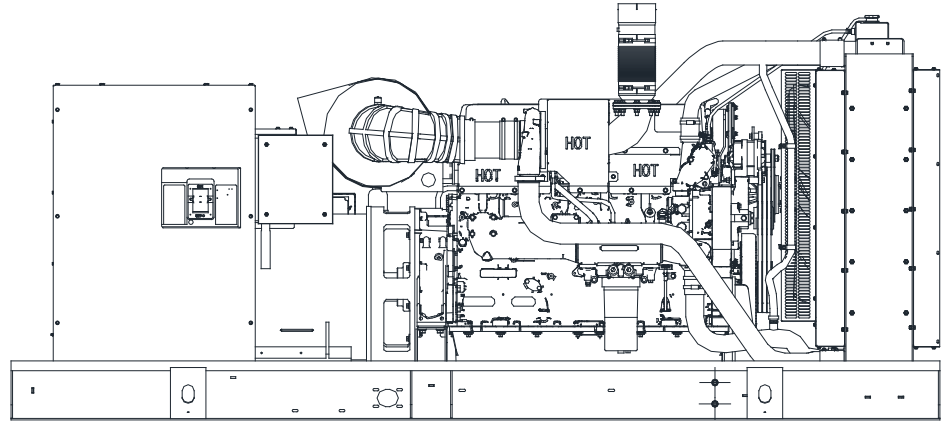
GENERATOR PURPOSE (for example, whether it is an emergency generator dedicated to life safety egress lighting and other life safety devices, or a standby generator to allow continued operations in the event of a power outage) Life safety & standby Standby Generator to support continued operation during power outage.	
FUEL TANK SIZE (in gallons) AND FUEL TYPE 1001Gal, Diesel	NOISE RATING Level 2 sound attenuating Average Sound Level, 77 dBA at 23 ft
SIZE (output in both kW (kilowatt) and hp (horsepower) measurements) 500Kw, 755hp	ENCLOSURE COLOR TBD The Generator is located within a open top concrete wall enclosure with landscape screening on the outside.
ROUTE FOR FUELING HOSE ACCESS Access provided at Enclosure	PARKING LOCATION OF FUELING TRUCK Nearest spot to generator
FREQUENCY OF REFUELING Based on monthly inspection	HOURS OF SERVICE ON A FULL TANK 32 hrs
PROPOSED TESTING SCHEDULE (including frequency, days of week, and time of day) Monthly, during business hours	
ALARMS AND/OR AUTOMATIC SHUTOFFS (for leaks during use and/or spills/over-filling during fueling, if applicable) Per code, Annunciator located in readily accessible space	
OTHER APPLICATION SUBMITTAL REQUIREMENTS (please attach) <ul style="list-style-type: none"> • Section showing the height of the pad, the isolation base (if there is one), the height of the generator with the appropriate belly (fuel storage tank) and exhaust stack • Status of required Bay Area Air Quality Management District (BAAQMD) permit, including confirmation of parental notification for any proposals within 1,000 feet of a school 	

v:\handouts\approved\hazmat - generator supplement data sheet.doc



STANDBY POWER RATING

500 kW, 625 kVA, 60 Hz



*Built in the USA using domestic and foreign parts

*EPA Certified Prime ratings are not available in the US or its Territories

**Certain options or customization may not hold certification valid

Image used for illustration purposes only


CODES AND STANDARDS

Generac products are designed to the following standards:

 UL2200, UL508, UL142, UL498

 NFPA70, 99, 110, 37

 NEC700, 701, 702, 708

 ISO9001, 8528, 3046, 7637, Pluses #2b, 4

 NEMA ICS10, MG1, 250, ICS6, AB1

 ANSI C62.41

POWERING AHEAD

For over 50 years, Generac has led the industry with innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac's gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the Standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generator. We choose only engines that Have already been proven in heavy-duty industrial application under adverse conditions.

Generac is committed to ensuring out customer's service support continues after their generator purchase.

STANDARD FEATURES

ENGINE SYSTEM

General

- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel flexible exhaust connection
- Critical Exhaust Silencer (enclosed only)
- Factory Filled Oil
- Radiator Duct Adapter (open set only)

Fuel System

- Fuel lockoff solenoid
- Primary fuel filter

Cooling System

- Closed Coolant Recovery System
- UV/Ozone resistant hoses
- Factory-Installed Radiator
- Radiator Drain Extension
- 50/50 Ethylene glycol antifreeze
- 120 VAC Coolant Heater

Engine Electrical System

- Battery charging alternator
- Battery cables
- Battery tray
- Solenoid activated starter motor
- Rubber-booted engine electrical connections

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- 12 leads (3-phase, non 600 V)
- Class H insulation material
- Vented rotor
- 2/3 pitch
- Skewed stator
- Auxiliary voltage regulator power winding
- Amortisseur winding
- Brushless Excitation
- Sealed Bearings
- Automated manufacturing (winding, insertion, lacing, varnishing)
- Rotor dynamically spin balanced
- Full load capacity alternator
- Protective thermal switch

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of circuits - high/low voltage
- Separation of circuits - multiple breakers
- Silencer Heat Shield
- Wrapped Exhaust Piping
- Silencer housed in discharge hood (enclosed only)
- Standard Factory Testing
- 2 Year Limited Warranty (Standby rated Units)
- 1 Year Limited Warranty (Prime rated Units)

ENCLOSURE (IF SELECTED)

- Rust-proof fasteners with nylon washers to protect finish
- High performance sound-absorbing material
- Gasketed doors
- Stamped air-intake louvers
- Air discharge hoods for radiator-upward pointing
- Stainless steel lift off door hinges
- Stainless steel lockable handles
- Rhino Coat™ - Textured polyester powder coat

TANKS (IF SELECTED)

- UL 142
- Double wall
- Vents
- Sloped top
- Sloped bottom
- Factory pressure tested (2 psi)
- Rupture basin alarm
- Fuel level
- Check valve in supply and return lines
- Rhino Coat™ - Textured polyester powder coat
- Stainless hardware

CONTROL SYSTEM



Control Panel

- Digital H Control Panel - Dual 4x20 Display
- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable PLC
- RS-232/485
- All-Phase Sensing DVR
- Full System Status
- Utility Monitoring
- Low Fuel Pressure Indication
- 2-Wire Start Compatible
- Power Output (kW)

- Power Factor
- kW Hours, Total & Last Run
- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency
- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus protocol
- Predictive Maintenance algorithm
- Sealed Boards
- Password parameter adjustment protection

- Single point ground
- 15 channel data logging
- 0.2 msec high speed data logging
- Alarm information automatically comes up on the display

Alarms

- Oil Pressure (Pre-programmable Low Pressure Shutdown)
- Coolant Temperature (Pre-programmed High Temp Shutdown)
- Coolant Level (Pre-programmed Low Level Shutdown)
- Engine Speed (Pre-programmed Over speed Shutdown)
- Battery Voltage Warning
- Alarms & warnings time and date stamped
- Alarms & warnings for transient and steady state conditions
- Snap shots of key operation parameters during alarms & warnings
- Alarms and warnings spelled out (no alarm codes)

CONFIGURABLE OPTIONS

ENGINE SYSTEM

General

- 50° C Ambient Cooling System
- Heavy Duty Air Cleaner
- Critical & Hospital Grade Silencers
- CCV (Closed Crankcase Ventilation)

Fuel Electrical System

- 10A & 20A UL battery charger
- Battery Warmer

ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater

CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd Main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breaker

GENERATOR SET

- Intelimonitor Communications Software (English Only)
- 8 Load Position Load Center
- AC Electrical Lighting Package (ELP)
- 5 Year Warranty
- 5 Year Extended Warranty
- Spring Isolators (Standard/Seismic)

ENCLOSURE

- Weather Protected Enclosure
- Level 1 Sound Attenuation
- Level 2 Sound Attenuation
- Steel Enclosure
- Aluminum Enclosure
- 150/180 MPH Wind Rating
- Louvers with Gravity Dampers
- Enclosure Heaters

TANKS (Size on last page)

- Electrical Fuel Level
- Mechanical Fuel Level
- 12 Hour Run Time
- 24 Hour Run Time
- Fuel Line Kits
- Fuel Water Separator

CONTROL SYSTEM

- NFPA 110 Complaint
- Remote Relay Board (8 or 16)
- Oil Temperature Sender with Indication Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- Remote Communication - Bridge
- Remote Communication - Ethernet
- 10A Run Relay, 12 outputs
- Ground Fault Indication and Protection Functions

ENGINEERED OPTIONS

ENGINE SYSTEM

- Fluid containment Pan
- Oil Heater
- Stainless Steel Hardware

ALTERNATOR SYSTEM

- 3rd Breaker Systems
- Unit Mounted Load Banks
- Medium Voltage Alternators

CONTROL SYSTEM

- Spare inputs (x4) / outputs (x4)
- Battery Disconnect Switch

GENERATOR SET

- Special Testing
- 12 VDC Enclosure Lighting Kit
- 24 VDC/120 VAC Enclosure Lighting Kit

ENCLOSURE

- Motorized Dampers
- Intrusion Alert Door Switch

TANKS

- Overfill Protection Valve
- UL2085 Tank
- ULC S-601 Tank
- Stainless Steel Tank
- Special Fuel Tanks (MIDEQ and FL DEP/DERM, etc.)
- Vent Extensions
- Transfer Pumps and Controllers
- Fuel Tank Heaters

RATING DEFINITIONS

Standby - Applicable for a varying emergency load for the duration of a utility power outage with no overload capability.

Prime - Applicable for supplying power to a varying load in lieu of utility for an unlimited amount of running time. A 10% overload capacity is available for 1 out of every 12 hours. The Prime Power option is only available on International applications. Power ratings in accordance with ISO 8528-1, Second Edition

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Perkins
EPA Emissions Compliance	Stationary Emergency
EPA Emissions Reference	See Emissions Data Sheet
Cylinder #	6
Type	In-Line
Displacement - L (cu In)	15.2
Bore - mm (in)	137 (5.39)
Stroke - mm (in)	171 (6.73)
Compression Ratio	16.0:1
Intake Air Method	Turbocharged/Intercooled
Cylinder Head Type	4 - Valve
Piston Type	Aluminum
Crankshaft Type	I-Beam Section

Engine Governing

Governor	Electronic Isochronous
Frequency Regulation (Steady State)	+/- 0.25%

Lubrication System

Oil Pump Type	Gear
Oil Filter Type	Full-Flow Cartridge
Crankcase Capacity - L (qts)	45 (47.55)

Cooling System

Cooling System Type	Closed Recovery
Water Pump	Centrifugal Type, Belt Driven
Fan Type	Pusher
Fan Speed (rpm)	1658
Fan Diameter mm (in)	927 (36.5)
JW Coolant Heater Standard Wattage	
After Coolant Heater Standard Wattage	1500
Coolant Heater Standard Voltage	240VAC

Fuel System

Fuel Type	Ultra Low Sulfur Diesel #2
Fuel Specifications	ASTM
Fuel Filtering (microns)	Primary 10 - Secondary 2
Fuel Injection	Electronic
Fuel Pump Type	Engine Driven Gear
Injector Type	MEUI
Engine Type	Pre-Combustion
Fuel Supply Line mm (in)	12.7 (½"NPT)
Fuel Return Line mm (in)	12.7 (½"NPT)

Engine Electrical System

System Voltage	24 VDC
Battery Charging Alternator	70 Amps at 24V
Battery Size	1155 CCA
Battery Group	8D
Battery Voltage	(2) - 12 VDC
Ground Polarity	Negative

ALTERNATOR SPECIFICATIONS

Standard Model	WEG
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<3%
Telephone Interference Factor (TIF)	<50

Standard Excitation	Permanent Magnet
Bearings	Single Sealed Cartridge
Coupling	Direct, Flexible Disc
Load Capacity - Standby	100%
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Digital
Regulation Accuracy (Steady State)	±0.5%

SD500 | 15.2L | 500 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

OPERATING DATA

POWER RATINGS

		Standby
Three-Phase 120/208 VAC @0.8pf	500 kW	Amps: 1735
Three-Phase 120/240 VAC @0.8pf	500 kW	Amps: 1504
Three-Phase 277/480 VAC @0.8pf	500 kW	Amps: 752
Three-Phase 346/600 VAC @0.8pf	500 kW	Amps: 601

STARTING CAPABILITIES (sKVA)

sKVA vs. Voltage Dip

Alternator	kW	480 VAC						208/240 VAC							
		10%	15%	20%	25%	30%	35%	10%	15%	20%	25%	30%	35%		
Standard	500	475	686	914	1143	1371	1600	Standard	500	429	643	857	1071	1286	1500
Upsize 1	642	471	707	943	1179	1414	1650	Upsize 1	689	543	814	1086	1357	1629	1900
Upsize 2	832	757	1136	1514	1893	2271	2650	Upsize 2	723	571	857	1143	1429	1714	2000

FUEL CONSUMPTION RATES*

Fuel Pump Lift - ft (m)	Diesel - gal/hr (l/hr)	
	Percent Load	Standby
12 (3.7)	25%	10.5 (39.7)
Total Fuel Pump Flow (Combustion + Return) gal/hr (l/hr)	50%	19.5 (73.8)
	75%	23.7 (89.7)
	100%	31.2 (118.1)

* Fuel supply installation must accommodate fuel consumption rates at 100% load.

COOLING

		Standby
Coolant Flow per Minute	gal/min (l/min)	114.1 (432)
Coolant System Capacity	gal (L)	13 (49)
Heat Rejection to Coolant	BTU/hr	1,198,080
Inlet Air	cfm (m³/hr)	30,582 (866)
Max. Operating Radiator Air Temp	F° (C°)	122 (50)
Max. Ambient Temperature (before derate)	F° (C°)	104 (40)
Maximum Radiator Backpressure	in H ₂ O	0.5

COMBUSTION AIR REQUIREMENTS

		Standby
Flow at Rated Power	cfm (m³/min)	1483 (42)

ENGINE

		Standby
Rated Engine Speed	rpm	1800
Horsepower at Rated kW**	hp	762
Piston Speed	ft/min (m/min)	2020
BMEP	psi	366

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

EXHAUST

		Standby
Exhaust Flow (Rated Output)	cfm (m³/min)	3955 (112)
Max. Backpressure (Post Silencer)	inHg (Kpa)	2.01 (6.8)
Exhaust Temp (Rated Output)	°F (°C)	1022 (550)
Exhaust Outlet Size (Open Set)	mm (in)	127 (5)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

☞ Please consult a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528 and DIN6271 standards.

SD500 | 15.2L | 500 kW

INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

DIMENSIONS AND WEIGHTS*

OPEN SET

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Tank & Open Set	
			Steel	Aluminum
NO TANK	-	154.4 (3923) x 71 (1803) x 67 (1702)	10580 (4799)	
10	334	158.5 (4026) x 71 (1803) x 81 (2057)	12255 (5559)	
32	1001	158.5 (4026) x 71 (1803) x 103 (2616)	13180 (6978)	
32	1001	228 (5791) x 71 (1803) x 92 (2337)	13730 (6228)	
64	2002	290 (7366) x 71 (1803) x 103 (2616)	15430 (6999)	

STANDARD ENCLOSURE

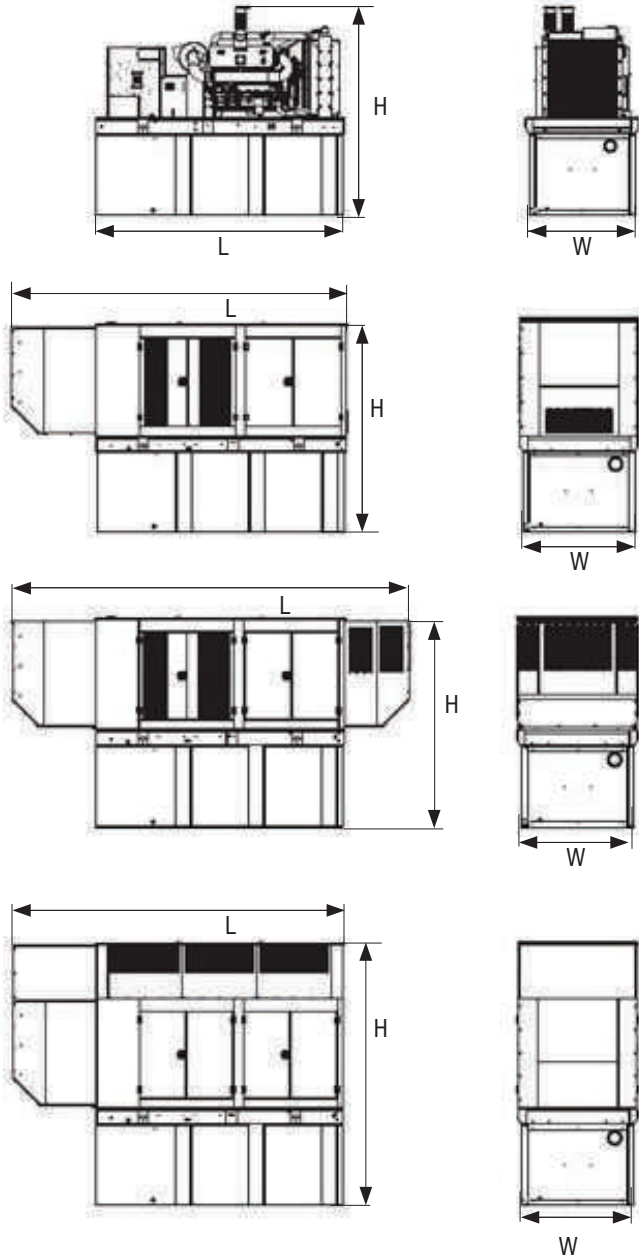
RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	207.4 (5268) x 71 (1803) x 80 (2032)		
10	334	207.4 (5268) x 71 (1803) x 94 (2388)	1999 (907)	869 (394)
32	1001	207.4 (5268) x 71 (1803) x 116 (2946)		
32	1001	228 (5791) x 71 (1803) x 105 (2667)		
64	2002	290 (7366) x 71 (1803) x 116 (2946)		

LEVEL 1 ACOUSTIC ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	247.5 (6285) x 71 (1803) x 80 (2032)		
10	334	247.5 (6285) x 71 (1803) x 94 (2388)	2782 (1262)	1291 (586)
32	1001	247.5 (6285) x 71 (1803) x 116 (2946)		
32	1001	247.5 (6285) x 71 (1803) x 105 (2667)		
64	2002	290 (7366) x 71 (1803) x 116 (2946)		

LEVEL 2 ACOUSTIC ENCLOSURE

RUN TIME HOURS	USABLE CAPACITY GAL (L)	L x W x H in (mm)	WT lbs (kg) - Enclosure Only	
			Steel	Aluminum
NO TANK	-	207.4 (5268) x 71 (1803) x 114 (2899)		
10	334	207.4 (5268) x 71 (1803) x 128 (3251)	3330 (1510)	1522 (692)
32	1001	207.4 (5268) x 71 (1803) x 150 (3810)		
32	1001	228 (5791) x 71 (1803) x 139 (3531)		
64	2002	290 (7366) x 71 (1803) x 150 (3810)		



* All measurements are approximate and for estimation purposes only. Sound dBA can be found on the sound data sheet. Enclosure Only weight is added to Tank & Open Set weight to determine total weight.

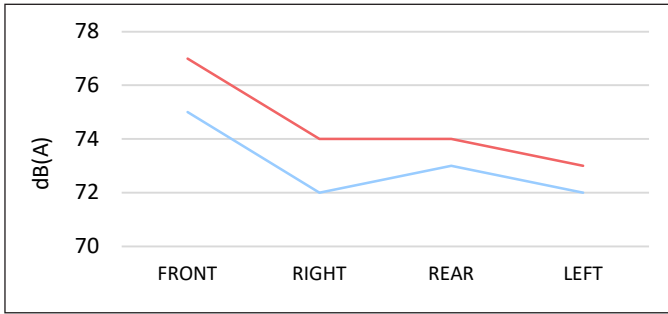
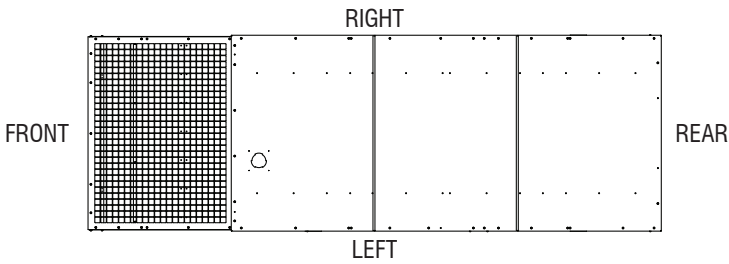
Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

LEVEL 2 SOUND ATTENUATED ENCLOSURE

D15.2L Perkins, SD/MD500, SB/MB500

60Hz NO-LOAD, dB(A)											DISTANCE: 7 METERS
MICROPHONE LOCATION	OCTAVE BAND CENTER FREQUENCY (Hz)										
	31.5	63	125	250	500	1,000	2,000	4,000	8,000	dB(A)	
FRONT	36	46	60	69	69	69	65	62	52	75	
RIGHT	36	43	55	61	63	62	58	52	45	72	
REAR	35	46	53	59	64	64	60	56	44	73	
LEFT	35	43	55	61	66	65	62	57	47	72	
AVERAGE	36	44	56	62	66	65	61	57	47	73	

60Hz FULL-LOAD, dB(A)											DISTANCE: 7 METERS
MICROPHONE LOCATION	OCTAVE BAND CENTER FREQUENCY (Hz)										
	31.5	63	125	250	500	1,000	2,000	4,000	8,000	dB(A)	
FRONT	43	51	62	68	73	71	71	66	64	77	
RIGHT	43	49	63	64	70	64	62	57	56	74	
REAR	41	49	59	63	69	65	62	57	51	74	
LEFT	41	51	65	64	71	63	64	61	54	73	
AVERAGE	42	50	62	65	71	66	65	60	56	75	



- All positions at 23 feet (7 meters) from side faces of generator set.
- Test conducted on a 100 foot diameter asphalt surface.
- Sound pressure levels are subject to instrumentation, installation and testing conditions.
- Sound levels are ± 2 dB(A).



November 28, 2022

AGENCY REFERRAL FORM

RETURN by December 9, 2022 to Matt Pruter at mapruter@menlopark.org

Chuck Andrews, Building Official
City of Menlo Park Building Division
chandrews@menlopark.org

RE: 4055 Bohannon Drive (PLN2022-00049) – Architectural Control and Use Permit

Business Name	4055 Bohannon Owner LLC
Description	Architectural Control and Use Permit/4055 Bohannon Owner LLC/4055 Bohannon Drive: Request for architectural control for exterior modifications of an existing two-story commercial building with an open surface-level parking lot, in the O (Office) zoning district. As part of the proposed work, an existing office area at the front of the building would be demolished and the second floor would be expanded, to increase the gross floor area by 1,803 square feet. The proposal also includes a request for a use permit for hazardous materials to install a diesel back-up generator.
Applicant Contact Information	Peter Banzhaf, (415) 515-7506 pb@heliosre.com

- The hazardous materials listed are not of sufficient quantity to require approval by this Division.
- The Building Division has reviewed the applicant's plans and listed hazardous materials/chemicals and has found that the proposal meets all applicable California Building Code requirements.
- The Building Division has reviewed the applicant's plans and use of listed hazardous materials/chemicals outlined, and suggests conditions and mitigation measures (below) to be made a part of the City's permit approval.



The applicant's proposal has been reviewed by the City of Menlo Park's Building Division by:

Printed Name/ Date	Chuck Andrews
Signature	
Comments	Fire Dept approval required. Comment letter responses required.

RE: 4055 Bohannon Drive (PLN2022-00049) – Use Permit	
Additional Comments	



November 28, 2022

AGENCY REFERRAL FORM

RETURN by December 9, 2022 to Matt Pruter at mapruter@menlopark.org

Jon Johnston, Fire Marshal
 Menlo Park Fire Protection District
jonj@menlofire.org

RE: 4055 Bohannon Drive (PLN2022-00049) – Use Permit


Business Name	4055 Bohannon Owner LLC
Description	Architectural Control and Use Permit/4055 Bohannon Owner LLC/4055 Bohannon Drive: Request for architectural control for exterior modifications of an existing two-story commercial building with an open surface-level parking lot, in the O (Office) zoning district. As part of the proposed work, an existing office area at the front of the building would be demolished and the second floor would be expanded, to increase the gross floor area by 1,803 square feet. The proposal also includes a request for a use permit for hazardous materials to install a diesel back-up generator.
Applicant Contact Information	Peter Banzhaf, (415) 515-7506 pb@heliosre.com

- The hazardous materials listed are not of sufficient quantity to require approval by this agency.
- The Fire District has reviewed the applicant's plans and listed hazardous materials/chemicals and has found that the proposal meets all applicable fire codes.
- The Fire District has reviewed the applicant's plans and use of listed hazardous materials/chemicals outlined, and suggests conditions and mitigation measures (below) to be made a part of the City's permit approval.

Community Development



The applicant's proposal has been reviewed by the Menlo Park Fire Protection District by:

Printed Name/ Date	Kimberly Giuliacci 12-8-2022
Signature	
Comments	Project presents no extraordinary hazards. Applicant is required to submit an application to the Fire Department for an operational

RE: 4055 Bohannon Drive (PLN2022-00049) – Use Permit (cont.)	
Additional Comments	permit prior to moving in and schedule initial inspection once approved and moved in. Digital Submittal: https://aca-prod.accela.com/mpfd/Default.aspx . Applicant will be subject to initial and ongoing annual fire district permit and inspection requirements.



November 28, 2022

AGENCY REFERRAL FORM

RETURN by December 9, 2022 to Matt Pruter at mapruter@menlopark.org

Daniel Rompf, Hazardous Materials Specialist
San Mateo County Environmental Health Services Division
drompf@smcgov.org

RE: 4055 Bohannon Drive (PLN2022-00049) – Use Permit

Business Name	4055 Bohannon Owner LLC
Description	Architectural Control and Use Permit/4055 Bohannon Owner LLC/4055 Bohannon Drive: Request for architectural control for exterior modifications of an existing two-story commercial building with an open surface-level parking lot, in the O (Office) zoning district. As part of the proposed work, an existing office area at the front of the building would be demolished and the second floor would be expanded, to increase the gross floor area by 1,803 square feet. The proposal also includes a request for a use permit for hazardous materials to install a diesel back-up generator.
Applicant Contact Information	Peter Banzhaf, (415) 515-7506 pb@heliosre.com

- The hazardous materials listed are not of sufficient quantity to require approval by this agency.
- The Health Division has reviewed the applicant's plans and listed hazardous materials/chemicals and has found that the proposal meets all applicable codes.
- The Health Division has reviewed the applicant's plans and use of listed hazardous materials/chemicals outlined, and suggests conditions and mitigation measures (below) to be made a part of the City's permit approval. The Health Division will inspect the facility once it is in operation to assure compliance with applicable laws and regulations.

Community Development



The applicant's proposal has been reviewed by the San Mateo County Environmental Health Services Division by:

Printed Name/ Date	dan rompf 2/16/23
Signature	<i>Daniel Rompf</i>
Comments	Facility will need an HMBP if they store over 55 gal diesel fuel onsite. If generator is connected to natural gas, they will not need an HMBP as there is no storage tank. Get permit with San Mateo County EH, and file an HMBP if diesel fuel.

RE: 4055 Bohannon Drive (PLN2022-00049) – Use Permit (cont.)	
Additional Comments	



November 28, 2022

AGENCY REFERRAL FORM

RETURN by December 9, 2022 to Matt Pruter at mapruter@menlopark.org

Jed Beyer, Water Quality Manager
West Bay Sanitary District
jbeyer@westbaysanitary.org

RE: 4055 Bohannon Drive (PLN2022-00049) – Use Permit

Business Name	4055 Bohannon Owner LLC
Description	Architectural Control and Use Permit/4055 Bohannon Owner LLC/4055 Bohannon Drive: Request for architectural control for exterior modifications of an existing two-story commercial building with an open surface-level parking lot, in the O (Office) zoning district. As part of the proposed work, an existing office area at the front of the building would be demolished and the second floor would be expanded, to increase the gross floor area by 1,803 square feet. The proposal also includes a request for a use permit for hazardous materials to install a diesel back-up generator.
Applicant Contact Information	Peter Banzhaf, (415) 515-7506 pb@heliosre.com

- The hazardous materials listed are not of sufficient quantity to require approval by this agency.
- The Sanitary District has reviewed the applicant's plans and listed hazardous materials/chemicals and has found that the proposal meets all applicable codes.
- The Sanitary District has reviewed the applicant's plans and use of listed hazardous materials/chemicals outlined, and suggests conditions and mitigation measures (below) to be made a part of the City's permit approval.

Community Development



The applicant's proposal has been reviewed by the West Bay Sanitary District by:

Printed Name/ Date	Jed Beyer	01/23/2023
Signature		
Comments		

RE: 4055 Bohannon Drive (PLN2022-00049) – Use Permit (cont.)	
Additional Comments	Please add West Bay Sanitary District and Silicon Valley Clean Water to the Emergency Contacts List in the event of an accidental discharge of hazardous materials to sanitary sewer. No drains to sewer in hazardous materials storage areas.



TREE SURVEY REPORT

**4055 BOHANNON DRIVE
MENLO PARK, CA**

Submitted to:

Helios Real Estate Partners
44 Montgomery Street, 3rd Floor
San Francisco, CA 94104

Prepared by:

David L. Babby
Registered Consulting Arborist® #399
Board-Certified Master Arborist® #WE-4001B
Menlo Park Business License #73953

August 15, 2022

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TABLE

<u>TABLE</u>	<u>TITLE</u>	
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EXHIBITS

<u>EXHIBIT</u>	<u>TITLE</u>
A	TREE INVENTORY TABLE (two sheets)
B	SITE MAP (one sheet)
C	PHOTOGRAPHS (three sheets)

EXECUTIVE SUMMARY

Helios Real Estate Partners is planning improvements to the vacant building and parking at 4055 Bohannon Drive, Menlo Park. As part of the site study, they have retained me to prepare this *Tree Survey Report* for purposes of disclosing and understanding the existing tree resource on and immediately adjacent to the property. Information collected for this report includes tree type, size, condition and suitability for preservation; heritage and street tree status; appraised values of heritage trees; and general design guidelines and protection measures. Specific details regarding each inventoried tree is presented within Exhibit A. Their locations and assigned numbers can be viewed on the site map in Exhibit B, and photographs are presented in Exhibit C.

Of the 12 inventoried trees, three are of heritage tree status (#4, 7 and 10); nine are of non-heritage tree status (#1-3, 5, 6, 8, 9, 11 and 12); and one of the heritage trees is also a street tree due to its trunk being situated within the public right-of-way (#10).

The three heritage trees (#4, 7 and 10) are located offsite; #4 is on the adjoining northern property, #7's trunk abuts and possibly spans the north boundary, and #10 is in front of the adjoining southern property. Non-heritage trees #6, 8 and 9 are also located offsite due to their trunks being on the adjoining northern property or spanning across the boundary.

At some point closer towards planning approval or permit issuance, the City of Menlo Park may require an updated report to confirm the proposed tree disposition, analyze potential impacts to heritage trees, and provide project-specific guidelines and protection measures.

My review of a 7/1/22 conceptual design reveals the following five non-heritage trees require removal to accommodate proposed improvements: #1-3, 11 and 12.

The combined appraised value of the three heritage trees equals \$8,200, and the current design establishes all three will remain. Note that should any heritage tree become proposed, replacements to mitigate removal must have a value which equals or exceeds its monetary value. Refer to Section 4.0 for additional information.

Section 5.0 provides general design guidelines and protection measures to help mitigate potential impacts and conform with City of Menlo Park requirements.

1.0 INTRODUCTION

Helios Real Estate Partners is planning improvements to the vacant building and parking at 4055 Bohannon Drive, Menlo Park. As part of the site study, they have retained me to prepare this *Tree Survey Report*, and specific tasks assigned to execute are as follows:

- Visit the site on 7/29/22 to identify 12 trees, which consists of all onsite trees, as well as neighboring ones which are of heritage status and have trunks within 10 times their trunk diameter from the property boundary.
- Measure each tree's trunk diameter in accordance with Section 13.24.020(5) of the Menlo Park Municipal Code; diameters are rounded to the nearest inch.
- Estimate each tree's height and canopy spread (most are rounded to the nearest fifth).
- Identify which are regarded as heritage trees¹ and appraise their monetary value.
- Ascertain each tree's health, structural integrity and form, and assign an overall condition percentage (100%=best, 0%=worst) and description (e.g. good, fair, poor or dead).
- Determine each tree's suitability for preservation (e.g. high, moderate or low).
- Document observed health, structural and/or adjacent hardscape issues.
- Obtain photographs; see Exhibit C.
- Assign numbers to the trees, and place each adjacent to trunk locations shown on the site map in Exhibit B (base map is the *Topographic Survey*, Sheet C1.0, prepared by Kier+Wright, dated July 2022). The estimated locations of #4 and 5 were added.
- Nail round silver tags with engraved corresponding numbers onto #1-3 and 5-12 (i.e. all but #4, which is an offsite tree setback from the property line by ~10 feet).
- Review the *Preliminary Conceptual Site Diagram* by DES Architects + Engineers, dated 7/1/22, to ascertain the anticipated tree disposition and protection zones.
- Provide general design guidelines and protection measures to help mitigate or avoid potential impacts to trees being retained, as well as conform to Menlo Park requirements.
- Prepare a written report presenting the above information, and submit via email as a PDF document.

¹ Section 13.24.020(5) of the Menlo Park Municipal Code defines a "heritage tree" as follows: [1] any oak native to California and having a trunk diameter of ≥ 10 " at 54" above grade; [2] any other tree having a trunk diameter ≥ 15 " at 54" above grade; and [3] any multi-trunk tree $\geq 12'$ tall and with a trunk diameter ≥ 15 " at the point below the main union of trunks, except in the instance where the union of trunks occurs below grade, in which case each trunk is considered a single tree.

2.0 TREE COUNT AND COMPOSITION

Twelve trees (12) trees of seven various species were inventoried for this report. They are sequentially numbered as 1 thru 12, and Table 1 below identifies their common names, assigned numbers, counts and overall percentages.

Table 1 - Tree Count and Composition

NAME	TREE NUMBER(S)	COUNT	% OF TOTAL
Red maple	1	1	8%
Muskogee hybrid crape myrtle	2	1	8%
Olive tree	3	1	8%
London plane tree	4	1	8%
Coast live oak	5-7 & 10	4	33%
Chinese elm	8 & 9	2	17%
Orange tree	11 & 12	2	17%
Total		12	100%

As illustrated above, tree landscape on and immediately adjacent to the site consists predominantly of coast live oaks (considered native). All trees can be considered ornamental and not native to the local geographical region.

Specific information regarding each tree is presented within the table in Exhibit A. The trees' numbers and locations can be viewed on the site map in Exhibit B, and photographs are presented in Exhibit C.

Three (3) trees are defined as heritage trees pursuant to Section 13.24.020(5) City Code; they include #4, 7 and 10. Tree #4 is a London plane with a trunk diameter of 15.3 inches, and #7 and 10 are coast live oaks with trunk diameters of 13.3 and 19.8 inches, respectively. The heritage tree, minimum diameter threshold for coast live oaks (and other native oaks) is 10.0 inches, whereas for all other species is 15.0 inches.

The other nine (9) are regarded as non-heritage and include #1-3, 5, 6, 8, 9, 11 and 12.

Tree #10 is also defined as a street tree due to its trunk being situated within the public right-of-way.

The three heritage trees (#4, 7 and 10) can be regarded as being located offsite. Tree #4 is on the adjoining northern property, #7's abuts and possibly spans the north boundary, and #10 is a street tree in front of the adjoining southern property.

Non-heritage trees #6, 8 and 9 are also located offsite due to their trunks being on the adjoining northern property or spanning across the shared boundary.

The map in Exhibit B reflects the approximate trunk locations of two trees, #4 and 5; note they represent rough estimations and should not be construed as being surveyed. Tree #4's location considers adjacent parking lot dimensions, and #5's considers a 3-foot setback from the asphalt parking lot.

Trees anticipated for removal to accommodate the proposed improvements include the following, each of which is defined as non-heritage: #1-3, 11 and 12.

3.0 SUITABILITY FOR TREE PRESERVATION

Each tree has been assigned either a “high,” “moderate” or “low” suitability for preservation rating as a means to cumulatively measure its existing health, structural integrity, anticipated life span, remaining life expectancy, prognosis, location, size, particular species, tolerance to construction impacts, growing space, frequency of care needed, and safety to property and persons within striking distance. Descriptions of these ratings are presented below; the high category comprises one tree (or 8%), the moderate category nine (or 75%), and the low category two (or 17%).

High: Applies to #7.

This coast live oak appears relatively healthy and structurally stable; has no apparent, significant health issues or structural defects; present a reasonably good potential for contributing long-term to the site; and seemingly requires only periodic or regular care and monitoring to maintain its longevity and structural integrity. Trees within this category are typically the most suitable for retaining and incorporating into the future landscape.

Moderate: Applies to #2-6 and 8-11.

These trees contribute to the site, but at levels less than those assigned a high suitability; might have health and/or structural issues which may or may not be reasonably addressed and properly mitigated; and frequent care is typically required for their remaining lifespan. They may be worth retaining if provided proper care, but not seemingly at significant expense or major design revisions.

Low: Applies to #1 and 12.

These trees have significant health and/or structural issues expected to worsen regardless of tree care measures employed (i.e. beyond likely recovery). As a general guideline, they are not suitable to incorporate into the future landscape, and removal is the appropriate action regardless of future redevelopment. In the case of #1, it is dead. Although not applicable to these trees, any large living trees which are retained require highly frequent pruning, monitoring, and care throughout their remaining lifespans to minimize any safety threat they present to persons and property within striking distance.

4.0 APPRAISED TREE VALUES AND REPLACEMENTS

The monetary value of each heritage tree was appraised, and those individual values are listed within the last column in Exhibit A. Combined, their value equals \$8,200.

Values are calculated using the *Trunk Formula Technique* derived from the *Guide for Plant Appraisal, 10th Edition*, 2019, and in conjunction with the *Species Classification and Group Assignment*, 2004 (published by the Western Chapter of the ISA). This method considers the cost of the largest commonly tree available from a nursery, plus the increase in value due to the larger size of the tree being appraised. The amount is then adjusted or depreciated by the tree's condition, functional limitations and external limitations.

Pursuant to Section 13.24.090(b)² of the Menlo Park Municipal Code, replacements to mitigate the removal of heritage trees shall be of a size and amount equal to or in excess of the trees' appraised values. For reference, the City's *Heritage Tree Ordinance Administrative Guidelines* establishes the following replacement values to determine the amount and size of new trees to mitigate heritage tree removal: 5-gallon container = \$100; 15-gallon container = \$200; 24-inch box = \$400; 36-inch box = \$1,200; 48-inch box = \$5,000; and 60-inch box = \$7,000.

Note that the proposed conceptual design does not indicate the need to remove any heritage trees. Those which are anticipated to be removed are relatively young or small, and are regarded as non-heritage; they include #1-3, 11 and 12.

² Specific language from Section 13.24.090(b) is as follows: "For development-related removals, the applicant shall provide replacement heritage trees on site in an amount equivalent to the appraised value of the removed heritage tree. The city arborist shall approve the location, size, species and number of replacement heritage trees. If the appraised value of the removed heritage tree exceeds the value of the replacement heritage trees that can be accommodated on the property, the applicant shall pay the difference in value to the heritage tree fund."

5.0 TREE PROTECTION MEASURES

Recommendations presented within this section serve as general design guidelines and protection measures to help mitigate or avoid impacts to trees being retained while conforming with City requirements. They should be carefully followed and incorporated into project plans, and are subject to revision upon plan review. I (hereinafter "project arborist") should be consulted in the event any cannot be feasibly implemented. Please note that all referenced distances from trunks are intended to be their closest edge.

5.1 Design Guidelines

1. The Tree Protection Zone (TPZ) for trees being retained should be as follows:
 - #4: Section planter up to the property line and 15 feet from its trunk in all other directions.
 - #5 and 6: Section of planter within 4 feet from the their trunks.
 - #7: Section of planter up to existing fence/parking lot and 10 feet in all other directions.
 - #8 and 9: Section of planter up to existing fence/parking lot and 6 feet in all other directions.
 - #10: Section of ground, both planter and asphalt drive aisle, that is at least 7 feet N, NW and NE; 5 feet E; and 17 feet in all other directions. Regarding towards the NW, increase the setback beyond 7 feet if possible.

A TPZ is intended to restrict or highly limit the following activities within specified distances: trenching, soil surface scraping, compaction, mass and finish-grading, overexcavation, subexcavation, tilling, ripping, swales, bioswales, storm drains, dissipaters, equipment cleaning, removing underground utilities and vaults, altering existing water/drainage flows, stockpiling and dumping of materials, and equipment and vehicle operation. In the event an impact encroaches slightly within a setback, it can be reviewed on a case-by-case basis by the project arborist to determine whether impacts can be adequately mitigated.

2. On all site-related plans, show each tree's trunk location and assigned number; represent the circle identifying trunk diameters as being to scale; and delineate the TPZs mentioned above. Also on a tree disposition plan (or equivalent), reflect proposed removals by placing an "X" across their trunks.

3. On the demolition plan, specify that all existing, unused lines or pipes within a TPZ shall be abandoned and cut off at existing soil grade (rather than being dug up and causing subsequent root damage).
4. Should any heritage tree become proposed for removal (although not anticipated), identify on the planting plan the container size and amounts of new trees to be equal or exceed its appraised value. Refer to Section 4.0 for additional information.
5. The electrical site plan must consider and show the following notes: "Routes and digging method(s) - whether by pneumatic air device, manually performed, tunneling or directional boring - shall be reviewed and approved by the landscape architect and project arborist before commencing any trenching or digging within 5 feet from a TPZ. Any authorized open trench within TPZs shall retain, protect, and not damage roots with diameters of ≥ 2 inches (can tunnel beneath), and must be performed under project arborist supervision."
6. The irrigation plan must consider and show the following notes: "Establish irrigation and lighting features (e.g. main line, lateral lines, valve boxes, wiring, controllers and meters) to avoid any trenching within a TPZ. Where this is not feasible, route them in a radial direction to a tree's trunk, and terminate a specific distance from a trunk (versus crossing past it). The routes and overall layout should be reviewed with the project arborist prior to any trenching or excavation occurring. Irrigation inside TPZs should consist of Netafim soaker hoses, or equivalent, laid on grade and covered by mulch. Additionally, header lines connecting hoses should terminate beyond a TPZ."
7. The section of new drive aisle within 10 feet from #10's TPZ (i.e. ~ 18 feet from the trunk) shall require no more than 6 inches of overexcavation to form and pour the curb and gutter. All ground inside (i.e. towards the tree) should not be disturbed, include ground underlying existing asphalt, and possibly include base rock should roots ≥ 2 inches in diameter be found.
8. Continuing the existing discontinued sidewalk across the 5-foot wide planter occupied by the utility pole and transformer vault must consider pedestrian clearance from #10's low limb (which must remain) and its roots. To avoid conflict, the future sidewalk width across the planter should be only 3 feet wide.

9. In all other areas, avoid designing features requiring lateral excavation inside existing back of curbs and planters, including for overexcavation to form and pour future hardscape. To avoid this impact, establish all future curb, gutter, foundations, etc. 1 to 2 feet beyond existing curbs (i.e. away from the trees).
10. Route all underground utilities and storm drains beyond TPZs. Where not feasible for heritage trees, implement one of the following trenching or installation methods (listed from least to most impactful): directionally bore ≥ 3.5 feet below grade, tunnel using a pneumatic air device (e.g. an AirSpade®), or manually dig with a shovel (i.e. no jackhammer). These assume pipe bursting, an optimal method, does not apply. For boring, establish access pits and above-ground infrastructure (e.g. splice boxes, meters and vaults) beyond TPZs.
11. Ensure the grading design does not require elevation changes, nor alters the existing water/drainage flows within a TPZ. Also, setback all drainage features, such as bioretention areas, swales, and storm drains by at least 10 feet from TPZs.
12. Erosion control measures, such as silt fencing or straw rolls, should not be installed within a TPZ. If needed inside, show along the outside of tree fencing, and require a maximum vertical soil cut of 2 inches for their embedment. Notes pertaining to this item should be added to the erosion control plan.
13. Overexcavation, subexcavation, compaction, trenching, grading, fill, etc. (i.e. all ground disturbance) shall be confined 6 to 12 inches from an approved feature's edge where within 5 feet from a TPZ.
14. Design any new walkway proposed within a TPZ to be entirely above existing soil grade (i.e. a no-dig design) to avoid severe root loss, including for base material, gravel, edging and forms. Additionally, avoid direct compaction of soil (foot-tamping levels are acceptable), and fill used to bevel the walkway to natural grade should be confined to 12 inches from the walk. Tensar® BX Geogrid can be utilized to help achieve these limited excavation and compaction requirements.
15. Show the future staging area and route(s) of access on the final site plan, striving to avoid unpaved areas beneath canopies.

16. Adhere to the following additional landscape guidelines:
 - a. Design any new site fencing or fence posts to be at least 2 to 5 feet from a tree's trunk (depends on trunk size, growth pattern and prior impacts).
 - b. Avoid tilling, ripping and compaction within TPZs.
 - c. Establish any bender board or other edging material within TPZs to be on top of existing soil grade (such as by using vertical stakes).
 - d. Utilize a 3- to 4-inch layer of coarse wood chips or other high-quality mulch for new ground cover beneath canopies (avoid using gorilla hair, bark or rock, stone, gravel, black plastic or other synthetic ground cover). Do not pile mulch against trunk, rather taper the depth to 1/2- or 1/4-inch at the trunk.

17. Avoid specifying to apply herbicides within a TPZ; where used on site, they should be labeled for safe use near trees. Also, avoid liming within 50 feet from a trunk.

5.2 Before Demolition, Grading and Construction

18. Avoid interrupting the existing irrigation supply to the root zones of retained trees. In the event this is needed or inadvertently occurs, immediately (i.e. within one to two days after) supplement the loss with potable water. For impacted trees, dramatically increase the frequency and/or volume to help offset root loss. Also, note that any dewatering of the site will necessitate a more intensive watering program than otherwise needed. All methodologies, frequencies and amounts can be reviewed with the project arborist beforehand (possible methodologies includes flooding the ground inside a berm, soaker hoses, or deep-root injection).

19. Conduct a site meeting between the general contractor and project arborist several weeks or more prior to demolition for the purpose of reviewing tree fencing, routes of access, watering, mulching, trenching, staging and other protection measures. Regular visits, such as every two weeks or month (minimum) may also be needed.

20. Prior to demolition, install tree protection fencing to enclose entire sections of TPZs occupying unpaved areas for retained trees. This shall consist of 6-foot tall chain link mounted on 2-inch diameter steel posts driven into the ground, spaced by no more than 10 feet apart, kept in place and upright throughout construction, and removed or modified only under the knowledge and direct consent of the project arborist. Any reconfiguration must be authorized by the project arborist beforehand, and note

construction fencing can serve as protection fencing (and simply utilizing driven posts). Note that prior to the City issuing permits, they require the project arborist to inspect fencing and provide a letter confirming it has been installed per this report.

21. Signs shall be affixed and maintained on each long side of fencing, two per tree, and onto any trunk wrap protection. It must be 8.5- by 11-inch (minimum), and contain the following language: "TREE PROTECTION FENCE - DO NOT MOVE OR REMOVE WITH APPROVAL BY CITY ARBORIST."
22. Prior to demolition for #10, also install wrap protection around two leaders overhanging the site, beginning along the section above the property boundary, and continuing along the limbs until 14 to 15 feet high. This protection involves wrapping 6 to 8 layers of orange-plastic around the typing or taping off. Keep in place throughout demolition, and if instructed by the project arborist, remove and install chain link fencing.
23. Prior to demolition, the sections of trees #4 and 7-10 should be pruned to establish clearance for equipment, reducing limb weight, and removing any deadwood \geq 1-inch in diameter. The work shall be conducted in accordance with the most recent ANSI A300 standards, and by a California licensed tree-service contractor (D-49) that has an ISA certified arborist in a supervisory role, carries General Liability and Worker's Compensation insurance, and abides by ANSI Safety Operations.
24. Prior to any approved grading, excavation and utility installation within a TPZ, stake the limits of grading, building footprint, utilities, any retaining walls, sidewalk and pathway routes for review by the project arborist (can be done in phases).

5.3 During Demolition, Grading and Construction

25. Follow all instructions and notes presented in Sections 5.1 and 5.2 of this report.
26. Unless otherwise specifically authorized by the project arborist, any authorized open trenches needed for storm drains, utilities, irrigation, lighting, etc. within a TPZ shall occur through utilizing an AirSpade®, and all roots (all sizes) exposed during the process retained, not damaged, and kept continually moist and covered in burlap until the trench is backfilled (plywood should also cover trenches with exposed roots).

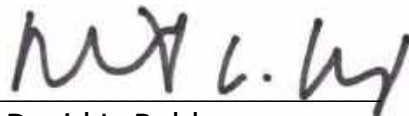
27. Any authorized access, digging or trenching within TPZs shall be by foot-traffic only, and manually performed under supervision by the project arborist and without the use of heavy equipment or tractors.
28. Take great care during demolition of existing hardscape (e.g. sidewalks, parking lot, curbs, gutters, etc.) and other equipment/features to avoid damaging a tree's trunk, canopy, soil and roots within a TPZ, including ground underlying existing features.
29. Digging needed to construct an approved feature within 5 feet from a TPZ for trees #7 and 10 must first involve manually digging a 1-foot wide trench along the cut edge, including for overexcavation, down to the require subgrade depth or 2 feet down, whichever is deeper. Advise the project arborist when this work is scheduled so observations of cut roots can be made. Exposed roots shall be cleanly severed and their surfaces kept continually moist, perhaps by draping burlap over the cut face and applying water daily or twice daily.
30. Avoid using tree trunks as winch supports for moving or lifting heavy loads, or for tying rope, cables, chains or other items around.
31. Great care must be taken by equipment operators, including shoring, crane operations and concrete pumping, to position their equipment to avoid trunks and branches, including the scorching of foliage. Any tree damage or injury should be reported immediately to the project arborist.
32. Avoid damaging or cutting roots with diameters of ≥ 2 inches without prior assessment by the project arborist. Should roots of this size be encountered, within one hour of exposure, they should either be covered by burlap that remains continually moist until the root is covered by soil. If they are approved for cutting, cleanly severe at 90° to the angle of root growth against the cut line (using loppers or a sharp hand saw), and then immediately after, the cut end either buried with soil or covered by a plastic sandwich bag (and secured using a rubber band, and removed just before backfilling). Roots encountered with diameters < 2 inches and requiring removal can be cleanly severed at right angles to the direction of root growth.

33. Spoils created during digging shall not be piled or spread on unpaved ground within a TPZ. If essential, spoils can be temporarily piled on plywood or a tarp.
34. Digging holes for any fence within a TPZ should be manually performed using a post-hole digger, and in the event a root ≥ 2 inches in diameter is encountered during the process, the hole should be shifted over by 12 inches and the process repeated.
35. For any heritage or street tree sustaining irreparable damage during construction, install replacement tree(s) equal to or greater their appraised value.
36. A final inspection shall be performed by the City Arborist at the end of construction, before tree protection fencing is removed and after replacement trees are installed.
37. Avoid disposing harmful products (such as cement, paint, solvents, chemicals, oil and gasoline) beneath canopies or anywhere on site that allows drainage within or near TPZs. Herbicides should not be used with a TPZ; where used on site, they should be labeled for safe use near trees. Also, liming should not occur within 50 feet of a tree's canopy.

6.0 ASSUMPTIONS AND LIMITING CONDITIONS

- Information presented herein covers only inventoried trees, and reflects their size, condition, and areas viewed from the ground, project site, street and sidewalk on 7/29/222.
- Observations were performed visually without probing, coring, dissecting or excavating.
- The assignment pertains solely to trees listed in Exhibit A. I hold no opinion towards other trees on or surrounding the project area.
- I cannot provide a guarantee or warranty, expressed or implied, that deficiencies or problems of any trees or property in question may not arise in the future.
- No assurance can be offered that if all my recommendations and precautionary measures (verbal or in writing) are accepted and followed that the desired results may be achieved.
- I cannot guarantee or be responsible for the accuracy of information provided by others.
- I assume no responsibility for the means and methods used by any person or company implementing the recommendations presented in this report.
- The information provided herein represents my opinion. Accordingly, my fee is in no way contingent upon the reporting of a specified finding, conclusion or value.
- Tree locations shown on the map in Exhibit B are solely intended to represent a trunk's general location and shall not be construed as surveyed points.
- This report is proprietary to me, and may not be copied or reproduced in whole or part without my prior written consent. It has been prepared for the sole and exclusive use of the parties to who submitted for the purpose of contracting services provided by Arbor Resources.
- If any part of this report or copy thereof be lost or altered, the entire evaluation shall be invalid.

Prepared By:



David L. Babby

Registered Consulting Arborist® #399

Board-Certified Master Arborist® #WE-4001B

CA Licensed Tree Service Contractor #796763 (C61/D49)

Date: August 15, 2022



EXHIBIT A:

TREE INVENTORY TABLE

(two sheets)



TREE INVENTORY TABLE

TREE/ TAG NO.	TREE NAME	SIZE			CONDITION		Suitability for Preservation (High/Moderate/Low)	REGULATED		Removal	Appraised Value (Heritage Trees)
		Trunk Diameter (in.)	Height (ft.)	Canopy Spread (ft.)	Overall Percentage (100%=Best, 0%=Worst)	Overall Description (Good/Fair/Poor/Dead)		Heritage Tree	Street Tree		
1	Red maple (<i>Acer rubrum</i>)	1	10	0	0%	Dead	Low	-	-	X	-
Comments: Along front of site. Dead (due to no water).											
2	Muskogee hybrid crape myrtle (<i>Lagerstroemia</i> 'Muskogee')	2	15	10	60%	Fair	Moderate	-	-	X	-
Comments: Within a circular planter near building's front door. Limb structure emerges at 5.5' high.											
3	Olive tree (<i>Olea europaea</i>)	9	20	20	50%	Fair	Moderate	-	-	X	-
Comments: Thin and asymmetrical canopy growing mostly S. Low branches nearing 4' above ground. Trunk divides into two leaders at 2.5' high.											
4	London plane tree (<i>Platanus</i> × <i>hispanica</i>)	>15	50	40	60%	Fair	Moderate	X	-	-	\$2,900
no tag Comments: Offsite on adjoining N property. Its trunk is an estimated 9' from property line (which is w/in 10x the trunk diameter). Asymmetrical canopy w/ excessive limb weight and grows away from adjacent plane trees. Thin top and relatively minor powdery mildew. Trunk diameter is 15.3". Limbs begin to emerge along trunk at 4' high.											
5	Coast live oak (<i>Quercus agrifolia</i>)	4	15	10	70%	Good	Moderate	-	-	-	-
Comments: Adjacent to light pole. Appears to be a volunteer. Canopy is high and asymmetrical.											
6	Coast live oak (<i>Quercus agrifolia</i>)	3	15	8	50%	Fair	Moderate	-	-	-	-
Comments: Appears to be a volunteer. Trunk leans N towards neighboring site. Trunk of a small shrub girdles base. Abuts property boundary, possibly spanning across.											
7	Coast live oak (<i>Quercus agrifolia</i>)	13	40	35	70%	Good	High	X	-	-	\$3,000
Comments: Heritage tree. Offsite and abuts property boundary, possibly spanning across. Trunk leans E then sweeps towards vertical at 6' high. Excessive limb weight.											



TREE INVENTORY TABLE

TREE/ TAG NO.	TREE NAME	SIZE			CONDITION		Suitability for Preservation (High/Moderate/Low)	REGULATED		Removal	Appraised Value (Heritage Trees)
		Trunk Diameter (in.)	Height (ft.)	Canopy Spread (ft.)	Overall Percentage (100%=Best, 0%=Worst)	Overall Description (Good/Fair/Poor/Dead)		Heritage Tree	Street Tree		

8	Chinese elm (<i>Ulmus parvifolia</i>)	6	25	30	60%	Fair	Moderate	-	-	-	-
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Comments: Offsite. Leans E. Multiple leaders emerge at 5' high. Vase-shaped and asymmetrical canopy.

9	Chinese elm (<i>Ulmus parvifolia</i>)	7	30	30	50%	Fair	Moderate	-	-	-	-
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Comments: Excessive limb weight overhanging project site. Trunk spans across property boundary.

10	Coast live oak (<i>Quercus agrifolia</i>)	20	30	35	40%	Poor	Moderate	X	X	-	\$2,300
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Comments: Offsite, in front of the neighboring S property. Street and heritage tree with its trunk (nearest edge) 8.7' from utility pole, 2' from transformer vault, 3.5' from asphalt drive, and 5' from the discontinued sidewalk. Trunk bifurcates at 4.5' high and forms a wide and seemingly stable attachment. From this union emerge three leaders, two being the most dominant and growing at angles N and NE into the site, and the much smaller one slightly S then sinuously sweeping towards vertical. The N and NE leaders are only 9 to 10' above the existing drive aisle (and have old scars due to damage by trucks), and the NE is also only 6' above grade at 4' from the trunk. Canopy is highly elevated, asymmetrical, has poor form, beneath distribution wires, and has been reduced in height over numerous years to achieve the required clearance. Canopy also grows into phone and cable wires. I estimate a live crown ratio of only 30% remains.

11	Orange tree (<i>Citrus sinensis</i>)	8	15	15	60%	Fair	Moderate	-	-	X	-
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Comments: Within a raised, triangular-shaped planter. Trunk leans slightly away and is 2.5' from adjacent building. Canopy also grows alongside and away from building. Limbs emerge at 14" high.

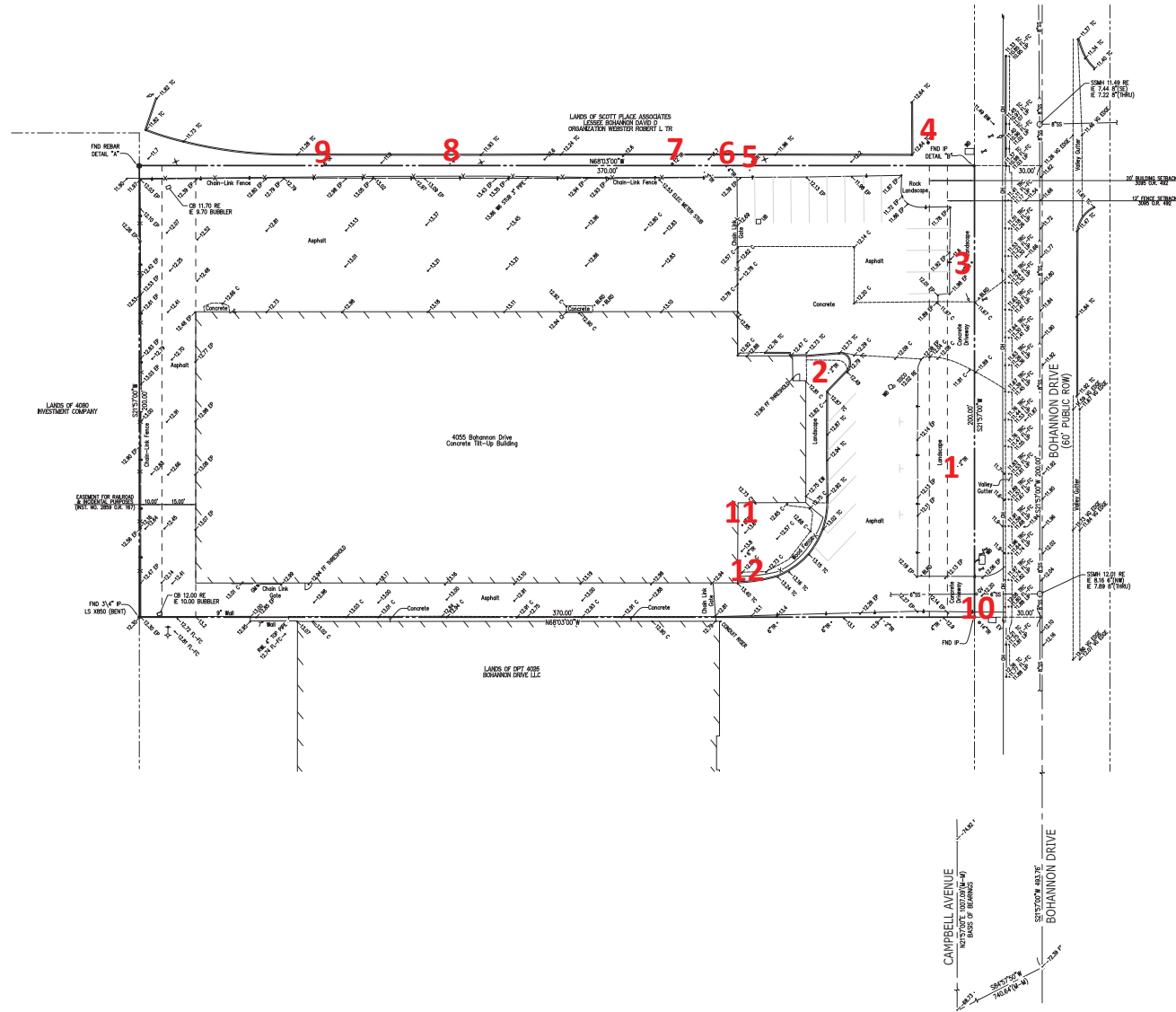
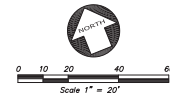
12	Orange tree (<i>Citrus sinensis</i>)	3, 3	6	7	30%	Poor	Low	-	-	X	-
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Comments: Small tree/shrub within a raised, triangular-shaped planter. Significant decline and deadwood. Union of two trunks at 6" above grade.

EXHIBIT B:

SITE MAP

(one sheet)



NOTES

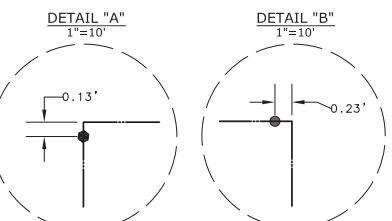
1. THE BOUNDARY, EASEMENT, AND OTHER ENCUMBRANCES SHOWN ON THIS DRAWING ARE BASED SOLELY UPON INFORMATION CONTAINED IN THE FOLLOWING DOCUMENTS: PRELIMINARY TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER NS-38538-SM, DATED AUGUST 7, 2008.
2. THIS IS NOT A BOUNDARY SURVEY. NO LIABILITY IS ASSUMED, BY KIER & WRIGHT, FOR THE EXISTENCE OF ANY EASEMENTS, ENCUMBRANCES, DISCREPANCIES IN BOUNDARY, OR TITLE DEFECTS NOT MENTIONED IN SAID DOCUMENTS AND THEREFORE NOT SHOWN ON THIS DRAWING.
3. ALL DISTANCES AND ELEVATIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
4. THE TYPES, LOCATIONS, SIZES AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. (A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES). HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH GAS, ELECTRIC, TELEPHONE, CABLE AND FIBER UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
5. PHYSICAL ITEMS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE ITEMS VISIBLE AS OF THE DATE OF THIS SURVEY. SUBSURFACE STRUCTURES, IF ANY, ARE NOT SHOWN. SAID SUBSURFACE OBJECTS MAY INCLUDE, BUT ARE NOT LIMITED TO CONCRETE FOOTINGS, SLABS, SHORING, STRUCTURAL PILES, UTILITY VAULTS, PIPING, UNDERGROUND TANKS, AND ANY OTHER SUBSURFACE STRUCTURES NOT REVEALED BY A SURFACE INSPECTION.
6. THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SAN MATEO COUNTY, CALIFORNIA, MAP NUMBER 08030306F FOR COMMUNITY NUMBER 060321 (CITY OF MENLO PARK), WITH AN EFFECTIVE DATE OF APRIL 05, 2016, AS BEING LOCATED IN FLOOD ZONE "X(SHARED)".
7. ACCORDING TO FEMA THE DEFINITION OF ZONE "X(SHARED)" IS: 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.
8. BENCHMARK: BM-RM; RMI STANDARD U.S. GEOLOGICAL SURVEY TABLE STAMPED "1 H 1969 22", LOCATED 2.0 MILES NORTHWEST OF U.S. GEOLOGICAL SURVEY TOPOGRAPHIC DIVISION HEADQUARTERS IN MENLO PARK, AT 19 ATOLINE COURT, AT SOUTHWEST CORNER OF DRIVEWAY CORNER IN WEDGE-SHAPED CONCRETE SLAB BETWEEN TWO DRIVEWAYS 6 INCHES NORTH OF SIDEWALK LINE. ELEVATION: 22.01' (NAD83 DATUM)
9. BASIS OF BEARINGS: THE BEARING OF NORTH 21°57'00" EAST TAKEN ON THE CENTER LINE OF CAMPBELL AVENUE AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON SEPTEMBER 20, 2001, IN VOLUME 73 OF MAPS AT PAGE 83, OFFICIAL RECORDS OF SAN MATEO COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.
10. CORNER RECORD NOTE: THE DEVELOPER AND/OR CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREPARATION AND FILING OF PRE-CONSTRUCTION AND POST-CONSTRUCTION CORNER RECORDS FOR ANY MANHOLES OR PROPERTY CORNERS SHOWN HEREON THAT MAY BE DESTROYED DURING IMPROVEMENTS TO THE SUBJECT PROPERTY AS DEFINED IN SECTION 87708(b) OF THE PROFESSIONAL LAND SURVEYORS ACT.

LEGEND

- BUILDING LINE
- CONCRETE/BLOCK WALL
- CONCRETE CURB
- CONCRETE CURB & GUTTER
- EASEMENT LINE
- EDGE OF PAVEMENT
- FENCE LINE
- LOT LINE
- MONUMENT/ADORNMENT LINE
- OVERHEAD POWER LINE
- PROPERTY LINE
- SANITARY SEWER LINE-MANHOLE & CLEANOUT
- SIDEWALK
- SPOT ELEVATION
- ELECTRICAL
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT
- GAS METER
- HOSE BIBB
- IRON PIPE FOUND
- POST INDICATOR VALVE
- POWER POLE/JOINT POLE
- REBAR FOUND
- TREE
- UTILITY BOX
- WATER VALVE

ABBREVIATIONS

- BLSD BOLLARD
- CBM CATCH BASIN
- E EAST
- EP EDGE OF PAVEMENT
- EV ELECTRIC VALVE
- EW EDGE OF WALK
- FL-FC FLOW LINE FACE OF CURB FOUND
- IE INVERT ELEVATION
- IRP IRON PIPE
- UP UP OF GUTTER
- LS LAND SURVEYOR
- N NORTH
- NW NORTH WEST
- O.R. OFFICIAL RECORD
- RE RIGHT ELEVATION
- ROW RIGHT OF WAY
- S SOUTH
- SE SOUTH EAST
- SEMM SANITARY SEWER MANHOLE
- TC TOP OF ROLLED CURB
- TCB TOP OF CURB
- UB UNKNOWN UTILITY BOX
- VV VALLEY VALVE
- WB WATER BOX



PREPARED BY THE ENGINEER THE SUBDIVISION OF
 RICHARD JAMES HOENENSTON, P.L.S. 8654
 #RHOENENSTON@KIERWRIGHT.COM
 07/28/2022 DATE



KIER+WRIGHT
 3850 Old Canyon Road
 Livermore, CA 94551
 Phone: (925) 245-9388
 www.kierwright.com

TOPOGRAPHIC SURVEY
 4055 BOHANNON DRIVE
 FOR
 HELIOS REAL ESTATE PARTNERS

MENLO PARK, CALIFORNIA

DATE	July, 2022
SCALE	AS SHOWN
SURVEYOR	RJH
DRAWN BY	BMH
JOB NO.	A21742-2
SHEET	C1.0
OF	1 SHEETS

EXHIBIT C:

PHOTOGRAPHS

(three sheets)

Photo Index

Page C-1: #1 thru 6

Page C-2: #7 thru 10

Page C-3: #10 thru 12







Pruter, Matthew A

From: RICHARD WENDELL <rwend96@aol.com>
Sent: Friday, April 14, 2023 12:54 PM
To: Pruter, Matthew A
Subject: 4055 Bohannon Drive

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of the organization. Unless you recognize the sender's email address and know the content is safe, DO NOT click links, open attachments or reply.

Dear Mr. Pruter,

As owners of property in Menlo Park, we would urge you NOT to permit a **diesel back-up generator** to be installed at 4055 Bohannon Drive. **Fuel Cell back-up generators** have been used for years by many Silicon Valley companies and commercial buildings. They do not emit greenhouse gases, but instead emit pure water, which can be used for drinking etc. They burn hydrogen, which can be produced from electrolyzing wastewater with solar panels, but even if the hydrogen is produced in less environment-friendly ways, the Fuel Cell burning the hydrogen is good for the environment.

We would like Menlo Park to be a city that encourages modern technology rather than relying on old, polluting technology wherever possible. Most contractors installing diesel back-up generators do not know much about fuel cell back-up generators, and so they avoid them, thinking "diesel is tried and true". A little research will convince them that fuel cell back-up generators are tried and true as well, and are improving. I believe two companies that install them commercially are Bloom (based here in the bay area) and Plug (a pioneer in producing hydrogen via electrolysis), but I'm sure there are others. The Biden administration has invested billions in subsidizing hydrogen based technologies, and **there may be rebates for going fuel cell instead of diesel.**

Thanks for all the work you do for Menlo Park on our behalf. Hopefully your legacy will be a cleaner, more forward thinking city for all of us,

Richard and Vicki Wendell
owners of 907 Theresa Court, Menlo Park 94025