

RESOLUTION NO. 6863

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING BELOW MARKET RATE HOUSING AGREEMENTS FOR THE PROPOSED 123 INDEPENDENCE DRIVE PROJECT CONSISTING OF A 316 UNIT MULTI-FAMILY RESIDENTIAL APARTMENT BUILDING WITH AN APPROXIMATELY 2,000 SQUARE FEET COMMERCIAL SPACE AND 116 TOWNHOME CONDOMINIUM UNITS AT 119 INDEPENDENCE DRIVE, 123-125 INDEPENDENCE DRIVE, 127 INDEPENDENCE DRIVE, 1205 CHRYSLER DRIVE, AND 130 CONSTITUTION DRIVE (APNS: 055-236-140, 055-236-180, 055-236-240, 055-236-300, AND 055-236-280), AND ASSOCIATED OPEN SPACE AND INFRASTRUCTURE

WHEREAS, the City of Menlo Park (“City”) received an application requesting environmental review, use permit, architectural control, below market rate (BMR) housing agreement, major subdivision, and heritage tree removal permits from The Sobrato Organization (“Applicant”), to redevelop the properties located at 119 Independence Drive, 123-125 Independence Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive (APNs 055-236-140, 055-236-180, 055-236-240, 055-236-300, and 055-236-280) (“Property”), with a bonus level development project consisting of an up to 316 unit multifamily rental apartment building with approximately 2,000 square feet of commercial space and 116 for-sale townhome condominium units, which development is more particularly described in the Environmental Impact Report to the Project which was prepared pursuant to the California Environmental Quality Act (hereinafter the “Project”). The Project is depicted in and subject to the development plans which are attached hereto as Exhibit A (“Project Plans including colors and materials board”) and incorporated herein by this reference; and

WHEREAS, the proposed Project is located in the R-MU-B (Residential Mixed Use-Bonus) zoning district. The R-MU-B zoning district allows a mixture of land uses with the purposes of providing high density housing to complement nearby employment, encouraging mixed use development with a quality living environment and neighborhood-serving retail and services on the ground floor that are oriented to the public, promoting a live/work/play environment with pedestrian activity, and blending with and complementing existing neighborhoods through site regulations and design standards that minimize impacts to adjacent uses; and

WHEREAS, the bonus level provisions identified in the City’s Zoning Ordinance allow a development to seek an increase in floor area ratio (FAR), density (dwelling units per acre), and/or height subject to approval of a use permit and the provision of community amenities equal to a minimum of 50 percent of the fair market value of the increased development potential and the applicant has submitted a community amenities proposal in compliance with the required minimum value; and

WHEREAS, on December 6, 2022, the applicant submitted the community amenities proposal that provides eight rental units affordable to low-income households valued at approximately \$4,200,299 as part of the Project’s community amenities proposal; and

WHEREAS, the City commissioned BAE urban economics to evaluate the community amenities proposal and subsequently determined that the value of the proposed eight low-income rental units, at \$4,196,795 or \$819,795 greater than the community amenities obligation and is therefore consistent with the Zoning Ordinance requirements; and

WHEREAS, pursuant to the requirements of Sections 16.45.060 and 16.96.020 of the City of Menlo Park Municipal Code and the City's Below Market Rate ("BMR") Housing Program, the applicant submitted a BMR proposal, attached hereto as Exhibit B which is incorporated herein by this reference, that would provide 48 inclusionary rental units (15 percent of total proposed 316 multi-family apartment units), 18 inclusionary for-sale units (15 percent of total proposed 116 for-sale townhome units), and eight additional inclusionary rental units to fulfill the community amenities obligation for the proposed project; and

WHEREAS, the Applicant proposes to donate newly created Lot C to Habitat for Humanity Greater San Francisco (HGSF) so that HGSF may develop and sell proposed 18 inclusionary for-sale units; and

WHEREAS, the applicant requests the first concession to allow the use of volunteer labor as sweat equity towards purchase of affordable units and to allow leveraging of certain financial opportunities that would otherwise be unavailable and the second concession to allow a delay in the development of affordable units to allow HGSF to rely on volunteer labor and sweat equity model and use donated goods and materials for construction of the affordable for-sale units; and

WHEREAS, as allowed by the State Density Bonus Law and the City's Below Market Rate (BMR) Ordinance, the proposed Project requests three waivers: first from City's Municipal Code Section 16.97.100 and BMR Guideline Section 5.2 to allow the for-sale affordable units to differ in the following design aspects: smaller size, interior layout, fewer bathrooms, increased number of bedrooms, smaller living area, less parking, smaller windows, different exterior finishes and massing, fewer balconies, and different interior finishes, lighting, and appliances, second from City's Municipal Code Section 16.45.120(4)(c)(iii) to allow common open space required as part of the development of the for-sale affordable units of 400 square feet that does not meet the minimum 20 feet by 20 feet dimension requirement pursuant to the code and third from City's Municipal Code Section 16.45.080 allowing no designated vehicular parking spaces for the proposed commercial space within the proposed apartment building that includes rental affordable units; and

WHEREAS, the applicant is requesting the first waiver to allow the construction of for-sale affordable units using volunteer labor and donated materials, the second waiver to allow for the for-townhomes as programmed and designed at the allowed density without losing any affordable units, and the third waiver to allow development of the commercial space without having to expand the garage area to accommodate dedicated commercial space parking requiring reduction in the residential density and for-rent affordable units; and

WHEREAS, at a duly noticed public hearing on August 28, 2023, the Planning Commission held a public hearing where the Commission reviewed and approved all requested project related concessions and waiver, pursuant to the State Density Bonus Law requirements as part of its review and action on the requested use permit and architectural control permit for the Project; and

WHEREAS, as allowed by Section 13 of the City's BMR Guidelines, the applicant requests approval of Project specific alternate guidelines in order to allow the development of for-sale BMR units consistent with HGSF model, of the City Council; and

WHEREAS, HGSF proposes reasonable alternatives to the specific BMR Guidelines proposed to be modified such that implementation of these alternatives would allow HGSF to develop the

18 for-sale affordable units according to their unique program which would allow eligible households to incur sweat equity in their property, get education in topics such as HOA management, maintenance and repair, take advantage of zero percent down payment and zero percent interest mortgages, and having their housing expenses capped at 30 percent of their household income; and

WHEREAS, at a duly noticed public meeting on June 7, 2023, the Housing Commission considered the applicant's BMR proposal including the proposed modifications to the BMR Guidelines, and draft BMR Housing Agreements, inclusive of the 74 inclusionary BMR units, and forwarded a recommendation of approval to City Council of the proposed BMR Housing Agreements; and

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Planning Commission on August 28, 2023 at which all persons interested had the opportunity to appear and comment; and

WHEREAS, after closing the public hearing, the Planning Commission considered all public and written comments, pertinent information, documents and plans and all other evidence in the public record on the Project; and

WHEREAS, the Planning Commission has read and considered those certain Below Market Rate Housing Agreements ("BMR Agreements") between the City and The Sobrato Organization, incorporated herein as Exhibits C and D, and their affordable housing partner HGSF, incorporated herein as Exhibit E, and finds that those satisfy the requirements of Chapter 16.96 of the City's Municipal Code and in the BMR Housing Program Guidelines, except as modified, and would result in affordable housing that meets the City's affordable housing goals and results in a BMR program for the Project with characteristics that are a reasonable equivalent alternative to a program that strictly complied with the BMR Housing Program Guidelines; and

WHEREAS, on August 28, 2023, the Planning Commission fully reviewed, considered, evaluated the whole of the record including all public and written comments, pertinent information, document and plans, and by Resolution No. 2023-40 certifying the Final EIR, adopting findings of fact in accordance with the CEQA, and adopting a Mitigation Monitoring and Reporting Program, prior to adopting Resolution No. 2023-41 approving the requested use permit and architectural control including all the requested concessions and waivers, and adopted Resolution No. 2023-42 recommending of approval to City Council on the proposed BMR Agreements for the 123 Independence Drive Project; and

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

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Council on September 26, 2023 at which all persons interested had the opportunity to appear and comment; and

WHEREAS, after closing the public hearing, the City Council considered all public and written comments, pertinent information, documents and plans and all other evidence in the public record on the Project; and

WHEREAS, on September 26, 2023, the City Council fully review, considered, evaluated the whole of the record including all public and written comments, pertinent information, documents, and approve the BMR Housing Agreements, attached herein as Exhibits C, D, and E for the 123 Independence Drive Project.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park finds that the above recitals together with the staff report and the application materials, including without limitation, the previously certified EIR, and all other documents, reports, studies, maps, oral and written testimony, and materials in the City's file for the applications and the Project, and all adopted and applicable City planning documents related to the Project and the Project Site and all associated evidentiary basis for the approval set forth in this resolution.

BE IT FURTHER RESOLVED that the City Council make the following findings:

1. *CEQA Finding.* The City, as lead agency, prepared an Environmental Impact Report ("EIR") (SCH: 2021010076) pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the Project site consisting of an up to 316 unit multifamily rental apartment building with approximately 2,000 square feet of commercial space and 116 for-sale townhome condominium units (hereinafter the "Project"). On August 28, 2023, by Resolution No 2023-40, the Planning Commission certified the EIR, made certain findings, and adopted a Mitigation Monitoring and Reporting Program, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the BMR Agreements are within the scope of the EIR.
2. *BMR Agreements.* The BMR Agreements satisfy the requirements of Chapter 16.96 of the City's Municipal Code and the applicable BMR Housing Guidelines, as amended by the Use Permit. The rental BMR agreement provides 56 low-income BMR rental units (inclusive of the eight low-income BMR rental units provided as the Project community amenity) and the for-sale BMR agreement provides 18 low-income for-sale BMR units. The alternate for-sale BMR agreement would provide 18 moderate-income for-sale BMR units if Habitat for Humanity Greater San Francisco is unable to proceed. The request to modify BMR Housing Guidelines under Section 13 (for the low-income for-sale BMR units) would allow first right of refusal in favor of Habitat for Humanity Greater San Francisco (HGSF) first and the City second, amend the definition of first-time homebuyer, modify the timing of when the educational requirements are completed and include other educational requirements such as sweat equity, modify what constitutes towards income limits for the purchasers, prohibit refinancing of affordable units after sale, modify the process of resale of the affordable units, and request that the City appoint HGSF as its designee or program provider and coordinator undertaking orientation, education, marketing, applicant selection, and title requirements to provide 18 for-sale low-income affordable units. The City Council finds that the deviations from the BMR Housing Program Guidelines Sections 5.5, 7.1, 7.1.1, 7.2, 7.4, 10.2, and 11 meet the requirement of the BMR Housing Program Guidelines Section 13, which allows the BMR proposal and ensuring Agreement(s) that is not consistent with every section of the BMR Guidelines where the deviation results in the proposal providing a reasonable equivalent alternative that is commensurate with the goals of the BMR Housing Program Guidelines. The City Council waives the BMR Housing Program Guidelines Sections 5.5, 7.1, 7.1.1, 7.2, 7.4, 10.2, 11, and designate HGSF to be the City's designee or program provider to undertake orientation, marketing, and other activities around sale of the affordable townhome units, to promote development of for-sale units affordable to low-income households, and approves applicant's BMR proposal and BMR regulatory Agreements, including an agreement for the for-rent affordable units and for-sale affordable units in a form substantially consistent with the Agreements attached

hereto as Exhibits C, D, and E of this resolution, and direct the City Manager to execute the BMR Agreements on behalf of the City.

BE IT FURTHER RESOLVED that the City Council approves the applicant's BMR proposal, including the requested concession, waivers, and modifications to the BMR Guidelines, and approves the BMR Housing Agreements substantially in the form attached to this Resolution. The City Manager or their designee is directed to execute the BMR Housing Agreements and to take other actions as may be necessary and appropriate to implementing this Resolution.

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, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of September, 2023, by the following votes:

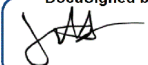
AYES: Combs, Doerr, Nash, Taylor, Wolosin

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-eighth day of September, 2023.

DocuSigned by:

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Judi A. Herren, City Clerk

Exhibits

- A. Project Plans including materials and color board
- B. Project Below Market Rate proposal including requested concession, waivers, and modifications to the BMR Guidelines
- C. Draft Below Market Rate Housing Agreement and Declaration of Restrictive Covenants with The Sobrato Organization
- D. Draft Below Market Rate Housing Agreement and Declaration of Restrictive Covenants with Habitat for Humanity Greater San Francisco (HGFS)
- E. Draft Below Market Rate For-Sale Housing Agreement and Declaration of Restrictive Covenants with The Sobrato Organization

PROJECT NARRATIVE
Resolution No. 6863

The Sobrato Organization has requested to propose a revised version of 123 Independence. Originally, the project included 67 townhomes, 316 residential apartments, and 88,750 SF of office space. After feedback from Planning Commissioners and community members, TSO decided to remove the office and add 49 additional townhomes. 123 Independence will now deliver 116 townhomes, 316 residential apartment units, and 2,000 SF commercial space to the R-MU (Residential Mixed-use) Zoning District within the ConnectMenlo General Plan.

123 Independence spans over five existing connected parcels at Highway 101 and Highway 84, bounded by Chrysler, Independence, and Constitution Drives. The project proposes to demolish five existing office/industrial buildings (approximately 103,000 SF) to create five new Lots: 1 & A, B, C, and D. Lot 1 is a publicly accessible paseo running north to south, as well as east to west, across the project. Lot A is a 5-story mixed-use apartment building with stoops along public streets and pedestrian walkways. Per Menlo Park Municipal Code Section 16.45.080, parking spaces for the apartment units will be unbundled. Lots B, C, and D are 3-story townhome communities that will be subdivided via condominium mapping and will be oriented to public streets, the neighborhood park, the paseo, and other common green spaces. The proposed site design accommodates sea-level rise, and all proposed ground-level residential units are raised 2 feet above the 5-foot FEMA floodplain.

123 Independence includes an on-site public connection, Parcel 1, that establishes a pedestrian walkway to the greater neighborhood network. This paseo leads to a centrally located neighborhood park, which provides a central recreation and gathering space. Public frontages on Independence Drive, Constitution Drive, and Chrysler Drive are activated with residential stoops, lobbies, leasing office, and residential amenities.

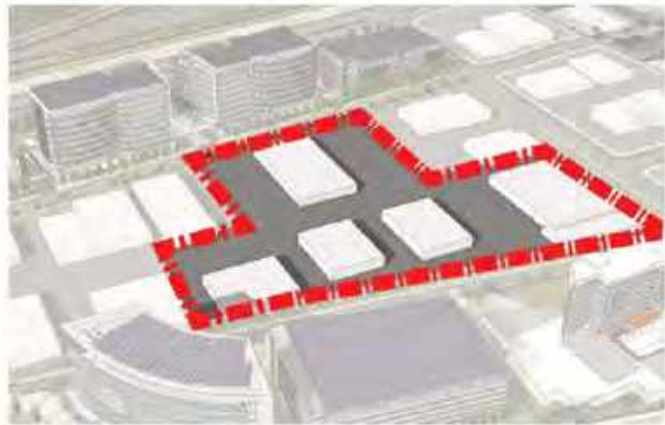
The architectural language of the apartments and townhomes is warm and modern to meet both residential use and fit within the context of the surrounding commercial buildings. The building composition creates a very urban relationship to the street, as envisioned in the General Plan, with over 60% of built-to-area for all street frontages. Lot A is Type V-A/I-A construction over podium parking, and Lots B, C, and D are designed as Type V-A construction with private tuck-under 1- and 2-car garages.

In compliance with Municipal Code Ordinance No 1026, Bonus-level development is being proposed. Maximum height of the apartments is no more than 85-ft above existing grade, and the average height of all buildings is well below 62.5-ft. Seventeen percent (17%) of the total units onsite will be affordable housing units for Low income households.

ZONING COMPLIANCE

MINIMUM LOT AREA	MINIMUM LOT DIMENSION	MINIMUM SETBACK AT STREET	MAXIMUM SETBACK AT STREET	MIN INTERIOR SIDE & REAR SETBACKS	MIN RESIDENTIAL FLOOR AREA RATIO	DENSITY	MAXIMUM NON-RESIDENTIAL FAR	HEIGHT	MIN OPEN SPACE REQUIREMENT
20,000 SF	160 FEET	0 FEET	25 FEET	10 FEET	> 30% TO 225%	> 30 DPMACRE TO 100 DPMACRE	20% OF LOT AREA	AVERAGE HEIGHT 62.5 FT MAXIMUM HEIGHT 85 FT	25% OF LOT AREA
COMPLIANT	COMPLIANT	COMPLIANT SEE SHEET A101	COMPLIANT SEE SHEET A101	COMPLIANT SEE SHEET A101	COMPLIANT. SEE TABLE B-401 FAR GRADIENT ON SHEET A302	2,000 SF < 25% OF LOT AREA	COMPLIANT SEE SHEET A206	COMPLIANT SEE SHEET A103	COMPLIANT. SEE SHEET A103

SITE CONTEXT



ZONING

- O Office/ O-B (B= Bonus Available)
- H Optional Hotel
- M-2 Light Industrial/W-3-X Business Park
- PF Public Facilities
- R-4-S(AHO) High Density Residential, Special/ R-MU Residential Mixed Use

PROJECT TEAM

APPLICANT
The Sobrato Organization
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www.sobrato.com

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LANDSCAPE ARCHITECT
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Nektarios Matheou
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JOINT TRENCH
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M.E.P. ENGINEER
PAE Engineers
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WASTE MANAGEMENT
American Trash Management
Steve Seltzer
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Emeryville, CA 94608
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PARKING CONSULTANT
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San Jose, CA 95110
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www.watrydesign.com



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123 Independence
Alamo Park, CA
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
PROJECT NARRATIVE AND SITE CONTEXT

Job No: 20594
Date: 9/13/2020
Scale: 1" = 1'-0"
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Sheet No:
A001



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123 Independence
Menlo Park, CA
The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
SITE PHOTOS

Job No.: 20004
Date: 07/2/2003
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Sheet No.:
A011



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123 Independence
Mountain View, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
EXISTING BUILDING
PHOTOS 119
INDEPENDENCE

Job No.: 20009
Date: 07/27/2023
Scale:
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Sheet No.:
A021







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Sheet Title:
EXISTING BUILDING
PHOTOS 130
CONSTITUTION

Job No. 20004
Date: 07/2/2003
Scale:
Drawn By: Author

Sheet No.:

A024





CONSTITUTION DRIVE COMPOSITE ELEVATION



CHRYSLER DRIVE COMPOSITE ELEVATION



INDEPENDENCE DRIVE COMPOSITE ELEVATION
(EAST OF PASEO)



INDEPENDENCE DRIVE COMPOSITE ELEVATION
(WEST OF PASEO)



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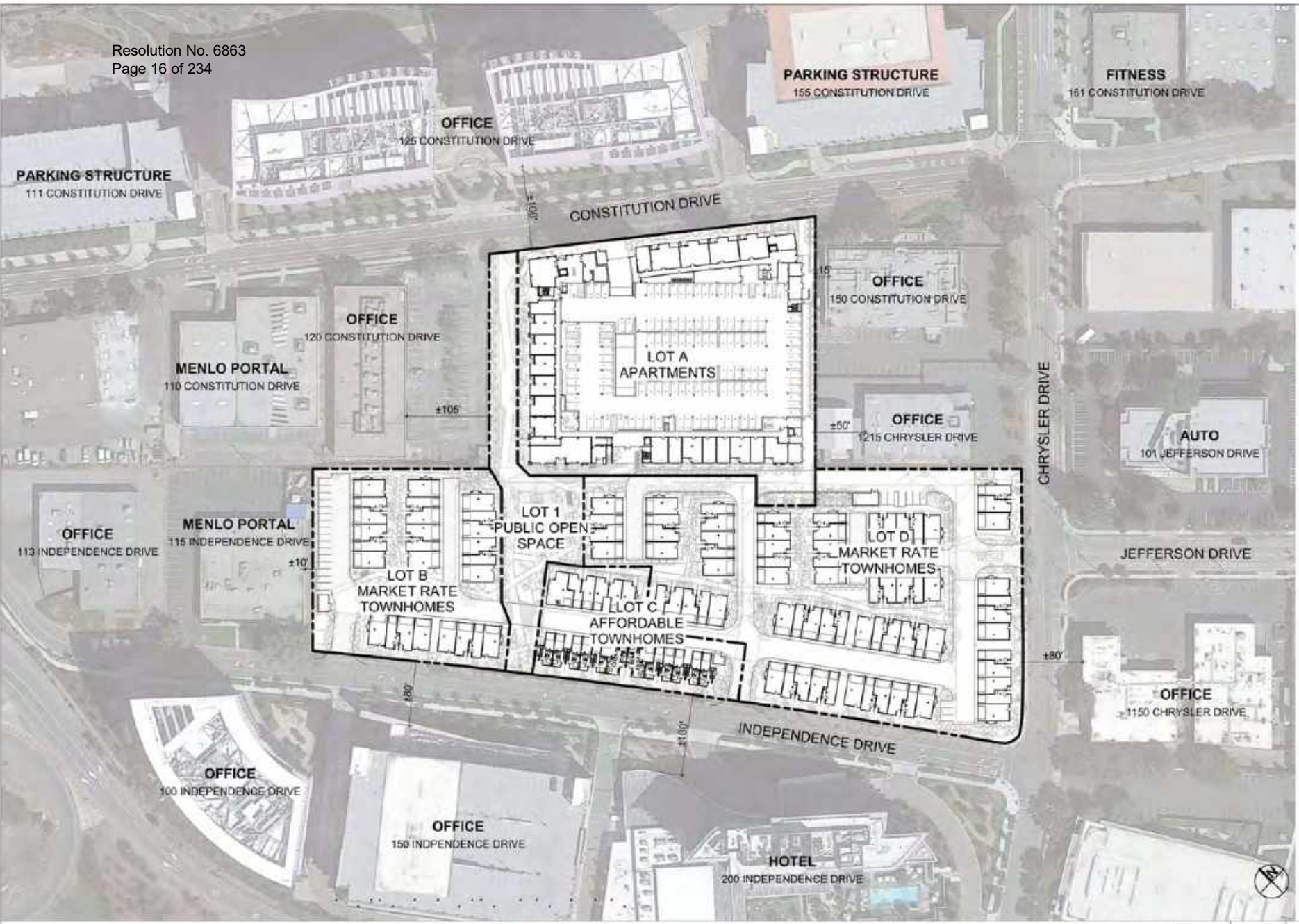
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STREETSCAPE

Job No.: 20008
Date: 07/12/2023
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Sheet No.:
A031



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123 Independence
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Mountain View, CA

Sheet Title:
SITE CONTEXT MAP

Job No. 20004
Date: 07/2/2023
Scale: 1" = 50'-0"
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Sheet No.:
A100



123 Independence
Mountain View, CA
The Sobrato Organization
399 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
**PROPOSED
ILLUSTRATIVE SITE
PLAN**

Job No. 20004
Date: 07/2/2023
Scale: 1" = 30'-0"
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Sheet No.:
A101

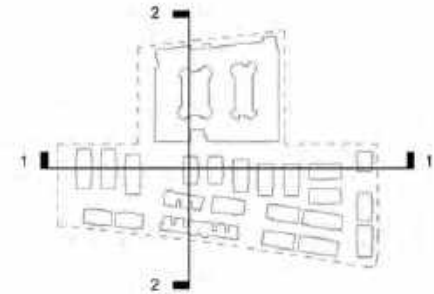


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OVERALL SITE SECTION NORTH TO SOUTH 11' x 304" 2



OVERALL SITE SECTION WEST TO EAST 11' x 304" 1

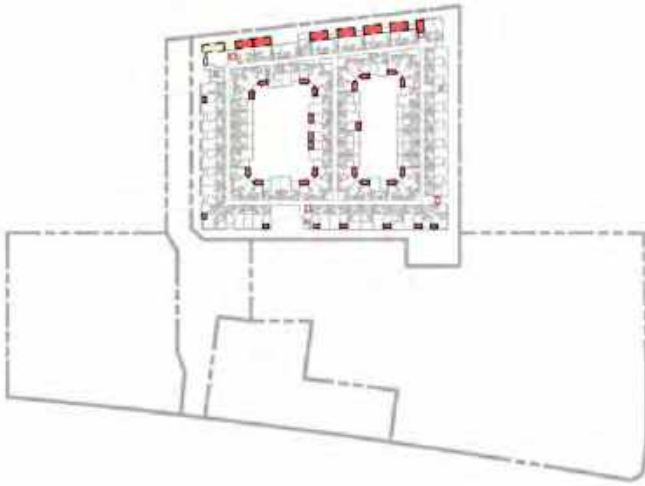
123 Independence
Albion Park, CA

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399 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
SITE SECTIONS

Job No: 20504
Date: 8/12/2023
Scale: As Indicated
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Sheet No:
A102



OPEN SPACE - LEVEL 5 1" = 80'-0" 4



OPEN SPACE - LEVEL 2 1" = 80'-0" 2



OPEN SPACE - LEVEL 4 (LEVEL 3 SIM) 1" = 80'-0" 3



OPEN SPACE - LEVEL 1 1" = 80'-0" 1

PUBLIC OPEN SPACE	
LOT 1 - PAVED & PARK	LOT SIZE: 26,354 SF
PAVED	11,943 SF
PARK	14,269 SF
PROVIDED PUBLIC OPEN SPACE	26,164 SF
REQUIRED PUBLIC OPEN SPACE	16,300 SF

PUBLICLY ACCESSIBLE OPEN SPACE	
LOT A - APARTMENT	LOT SIZE: 181,936 SF
LANDSCAPE ZONES	9,585 SF
STREET FRONTAGE	3,955 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	13,541 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	6,949 SF

LOT B - TOWNHOMES	
LOT SIZE	54,274 SF
LANDSCAPE ZONES	8,423 SF
STREET FRONTAGE	3,932 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	12,355 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	3,436 SF

LOT C - TOWNHOMES	
LOT SIZE	27,439 SF
LANDSCAPE ZONES	636 SF
STREET FRONTAGE	2,413 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	3,070 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	1,694 SF

LOT D - TOWNHOMES	
LOT SIZE	183,752 SF
LANDSCAPE ZONES	8,935 SF
STREET FRONTAGE	13,217 SF
PROVIDED PUBLICLY ACCESSIBLE OPEN SPACE	20,192 SF
REQUIRED PUBLICLY ACCESSIBLE OPEN SPACE*	8,485 SF

COMMON & PRIVATE OPEN SPACE	
LOT A - APARTMENT	LOT SIZE: 181,936 SF
COMMON LANDSCAPE PODIUM COURTYARD	23,280 SF
PRIVATE BALCONIES, DECKS, PATIOS (1' x 6' MIN)	4,488 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	21,847 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 216)	21,600 SF

LOT B - TOWNHOMES	
LOT SIZE	54,274 SF
COMMON GREEN SPACES BETWEEN TOWNHOMES	2,148 SF
PRIVATE BALCONIES, DECKS, PATIOS (1' x 6' MIN)	2,955 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	5,102 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 26)	2,600 SF

LOT C - TOWNHOMES	
LOT SIZE	27,439 SF
COMMON GREEN SPACES BETWEEN TOWNHOMES	1,277 SF
PRIVATE BALCONIES, DECKS, PATIOS (1' x 6' MIN)	691 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	1,969 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 16)	1,600 SF

LOT D - TOWNHOMES	
LOT SIZE	183,752 SF
COMMON GREEN SPACES BETWEEN TOWNHOMES	12,083 SF
PRIVATE BALCONIES, DECKS, PATIOS (1' x 6' MIN)	9,064 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	21,147 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 72)	7,200 SF

OVERALL SITE SUMMARY	
PROVIDED TOTAL PUBLICLY ACCESSIBLE OPEN SPACE	49,153 SF
REQUIRED TOTAL PUBLICLY ACCESSIBLE OPEN SPACE	27,396 SF
PROVIDED TOTAL OPEN SPACE	133,367 SF
REQUIRED TOTAL OPEN SPACE**	88,794 SF

* 25% OF MINIMUM OPEN SPACE
** 25% OF TOTAL LOT AREA



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Sheet Title:
OPEN SPACE
DIAGRAM

Job No: 20098
Date: 01/12/2023
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Drawn By: Aclara

Sheet No:
A103



OPEN SPACE - ENLARGED LOT C LEVEL 2 1" = 30'-0" 2



OPEN SPACE - ENLARGED LOT C LEVEL 1 1" = 30'-0" 1

COMMON & PRIVATE OPEN SPACE	
LOT C - TOWNHOMES	LOT SIZE: 27,769 SF
COMMON GREEN SPACES BETWEEN TOWNHOMES	1,277 SF
PRIVATE BALCONIES, DECKS, PATIOS (AT X & B UNITS)	801 SF
PROVIDED COMMON & PRIVATE OPEN SPACE	1,988 SF
REQUIRED COMMON & PRIVATE OPEN SPACE (100 SF * 18)	1,800 SF



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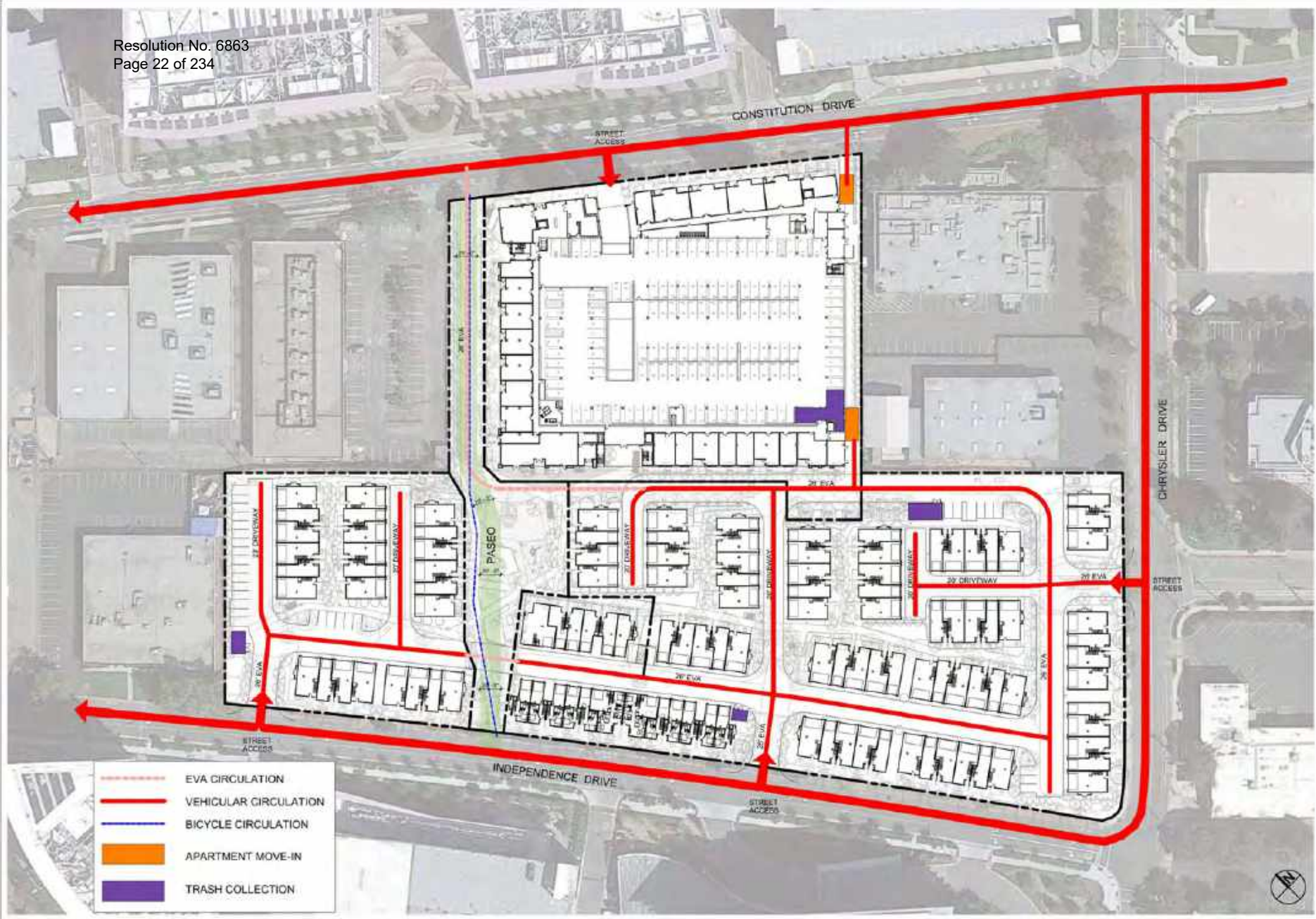
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Sheet Title:
ENLARGED LOT C
OPEN SPACE
DIAGRAM

Job No: 20004
Date: 01/2/2023
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Drawn By: Author

Sheet No:
A103B



- - - - - EVA CIRCULATION
- VEHICULAR CIRCULATION
- BICYCLE CIRCULATION
- APARTMENT MOVE-IN
- TRASH COLLECTION

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Sheet Title:
CIRCULATION
DIAGRAM

Job No. 20004
Date: 07/2/2020
Scale: 1" = 40'-0"
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A105



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LEVEL B1 FAR 11' x 10' 0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.025)

BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
RESIDENTIAL UNITS			
COMMON AREA	378 SF		378 SF
LANDINGS			
CIRCULATION			
SUPPORT	4,043 SF		4,043 SF
TOTAL	4,421 SF		4,421 SF
NOT INCLUDED IN FAR			
BARING (VEHICULAR)	75,302 SF		75,302 SF
PARKING (BICYCLES)	4,270 SF		4,270 SF
TRASH ENCLOSURE	4,403 SF		4,403 SF

AREA SUMMARY

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Sheet Title:
FAR TABULATIONS
LEVEL B1

Job No: 20594
Date: 01/12/2023
Scale: As Indicated
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Sheet No:
A110



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LEVEL 1 FAR 1" = 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK ZONING ORDINANCE 16.04.325)			
BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
RESIDENTIAL UNITS	14,808 SF	31,280 SF	45,848 SF
COMMON AREA	2,501 SF		2,501 SF
AMENITIES	1,204 SF		1,204 SF
CIRCULATION	5,359 SF		5,359 SF
SUPPORT	2,264 SF	671 SF	3,935 SF
TOTAL	26,224 SF	31,950 SF	82,131 SF
NOT INCLUDED IN FAR			
PARKING (VEHICULAR)	53,401 SF	50,853 SF	104,254 SF
PARKING (BICYCLES)	841 SF		841 SF
TRASH/RECYCLES	2,423 SF	1,001 SF	3,424 SF
COMMERCIAL SPACE			3,049 SF

AREA SUMMARY

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Sheet Title:
FAR TABULATIONS
LEVEL 1

Job No: 20594
Date: 07/3/2023
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Sheet No:
A111



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LEVEL 2 FAR 11' x 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.025)

BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
RESIDENTIAL UNITS	43,004 SF	80,347 SF	129,350 SF
COMMON AREA			
AMENITIES	4,197 SF		4,197 SF
CIRCULATION	8,828 SF		8,828 SF
SUPPORT	1,061 SF		1,061 SF
TOTAL	65,121 SF	80,347 SF	143,468 SF

NOT INCLUDED	AREA	AREA (SF)
PAVING (VEHICULAR)		
PAVING (BICYCLES)		
TRASH/ASH/RECYCLE	1,520 SF	1,520 SF

AREA SUMMARY

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Sheet Title:
FAR TABULATIONS
LEVEL 2

Job No: 20504
Date: 07/12/2023
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LEVEL 3 FAR 1" = 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.025)

BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
RESIDENTIAL UNITS	93,000 SF	75,862 SF	126,962 SF
COMMON AREA			
AMENITIES	648 SF		
CIRCULATION	8,903 SF		
SUPPORT	645 SF		
TOTAL	65,663 SF	75,862 SF	128,144 SF
NOT INCLUDED IN FAR			
MARKING (VEHICULAR)			
MARKING (BICYCLES)			
TRASH/RECYCLING	1,850 SF		1,850 SF

AREA SUMMARY

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Sheet Title:
**FAR TABULATIONS
LEVEL 3**

Job No: 20094
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A113



LEVEL 4 FAR 11' x 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.025)

BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
RESIDENTIAL UNITS	93,517 SF		93,517 SF
COMMON AREA			
AMENITIES			
CIRCULATION	8,988 SF		8,988 SF
SURFACES	545 SF		545 SF
TOTAL	65,050 SF		65,050 SF

NOT INCLUDED	AREA	AREA (SF)	TOTAL (SF)
PAVING (VEHICULAR)			
PAVING (BICYCLES)			
TRASH/AMENITIES	1,640 SF		1,640 SF

AREA SUMMARY

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Sheet Title:
**FAR TABULATIONS
LEVEL 4**

Job No: 20094
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LEVEL 5 FAR 1" = 40'-0" 1

AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.025)

BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
RESIDENTIAL UNITS	52,234 SF		52,234 SF
COMMON AREA			
AMENITIES	588 SF		588 SF
CIRCULATION	6,121 SF		6,121 SF
SUPPORT	548 SF		548 SF
TOTAL	62,489 SF		62,489 SF

NOT INCLUDED (SF)		
PAVING (VEHICULAR)		
PAVING (BICYCLES)		
TRANSIT SIGNATURE	1,637 SF	1,637 SF

AREA SUMMARY

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Sheet Title:
**FAR TABULATIONS
LEVEL 5**

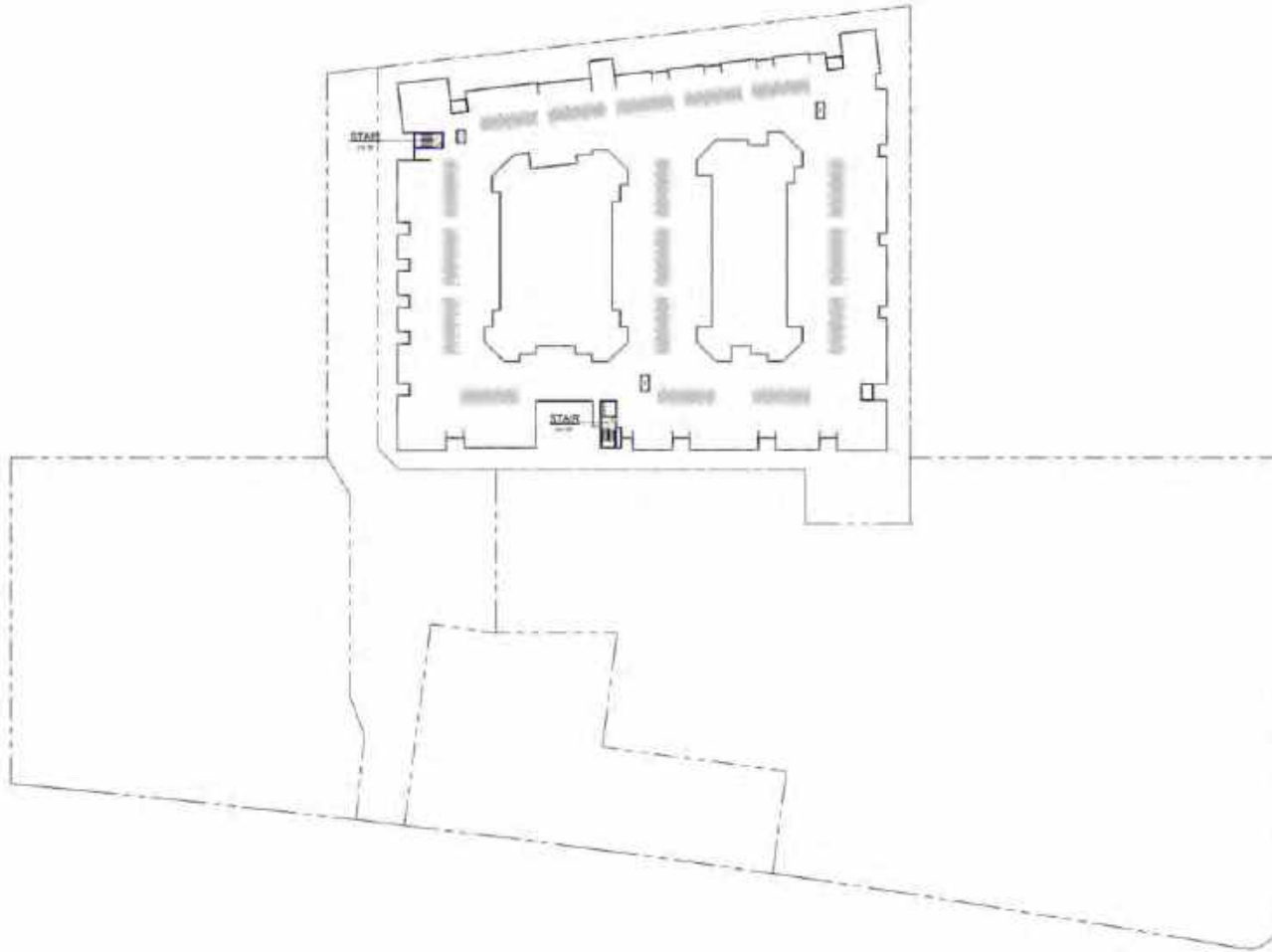
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AREA SUMMARY (FOR FLOOR AREA CALCULATION PER MENLO PARK'S ZONING ORDINANCE 16.04.025)

BUILDING TYPE	APARTMENT (SF)	TOWNHOMES (SF)	TOTAL (SF)
RESIDENTIAL UNITS			
COMMON AREA			
LANDINGS			
CIRCULATION	459 SF		459 SF
SUPPORT			
TOTAL			459 SF

NOT INCLUDED IN FAR			
PARKING (VEHICULAR)			
PARKING (BICYCLES)			
TERRACE/DECK/ETC			

Sheet Title:
**FAR TABULATIONS
ROOF LEVEL**

Job No: 20594
Date: 07/12/2020
Scale: As indicated
Drawn By: Aclara

Sheet No:
A116



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Sheet Title:
APARTMENT
BUILDING PLAN
LEVEL B1

Job No: 20094
Date: 01/12/2010
Scale: 1/16" = 1'-0"
Drawn By: STS

Sheet No:
A200



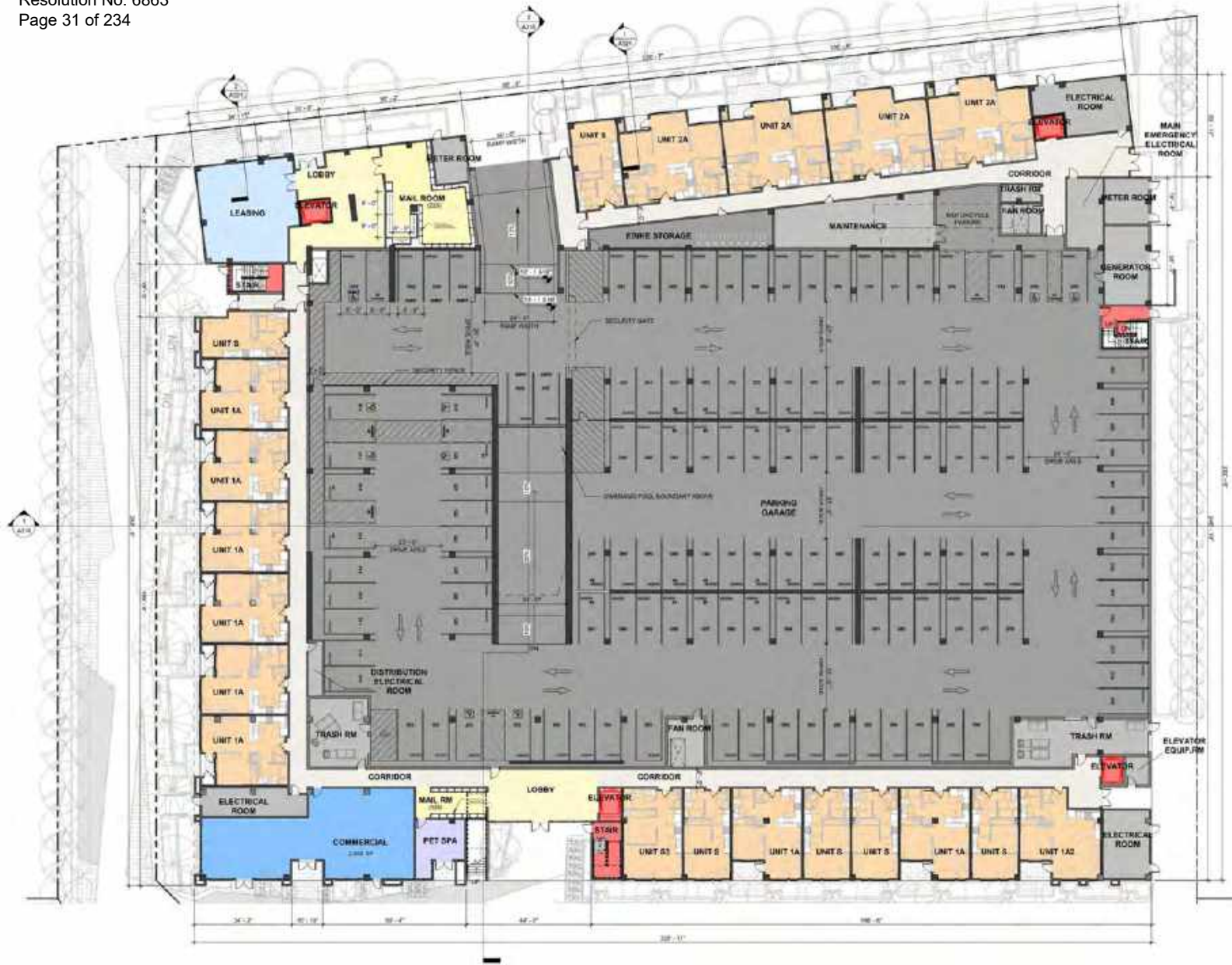
LEVEL B1 1/16" = 1'-0" 1



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Sheet Title:
**APARTMENT
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LEVEL 1**

Job No: 20004
Date: 07/12/2003
Scale: 1/16" = 1'-0"
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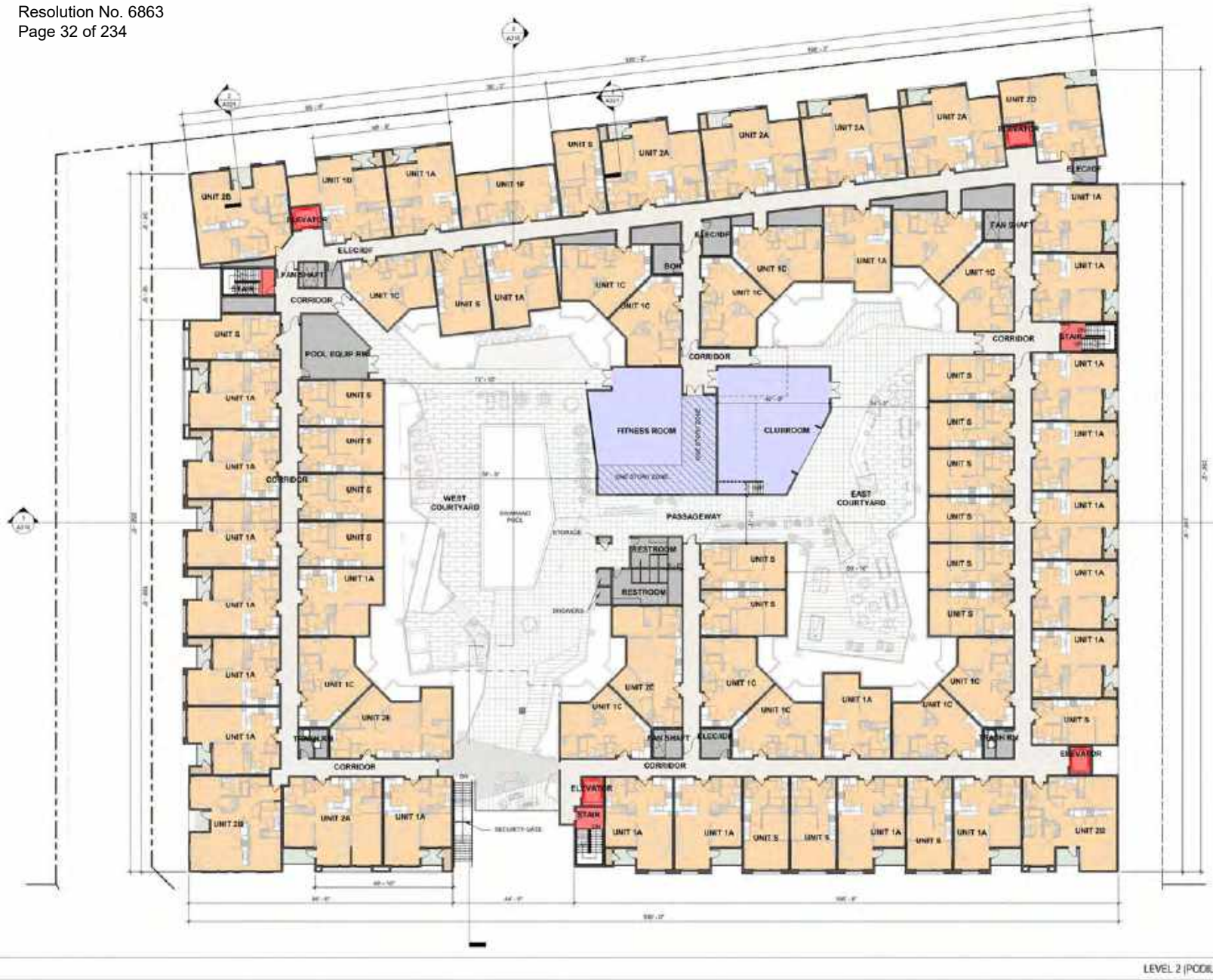
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Sheet Title:
**APARTMENT
 BUILDING PLAN
 LEVEL 2**

Job No. 20094
 Date: 07/12/2003
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Sheet No.:
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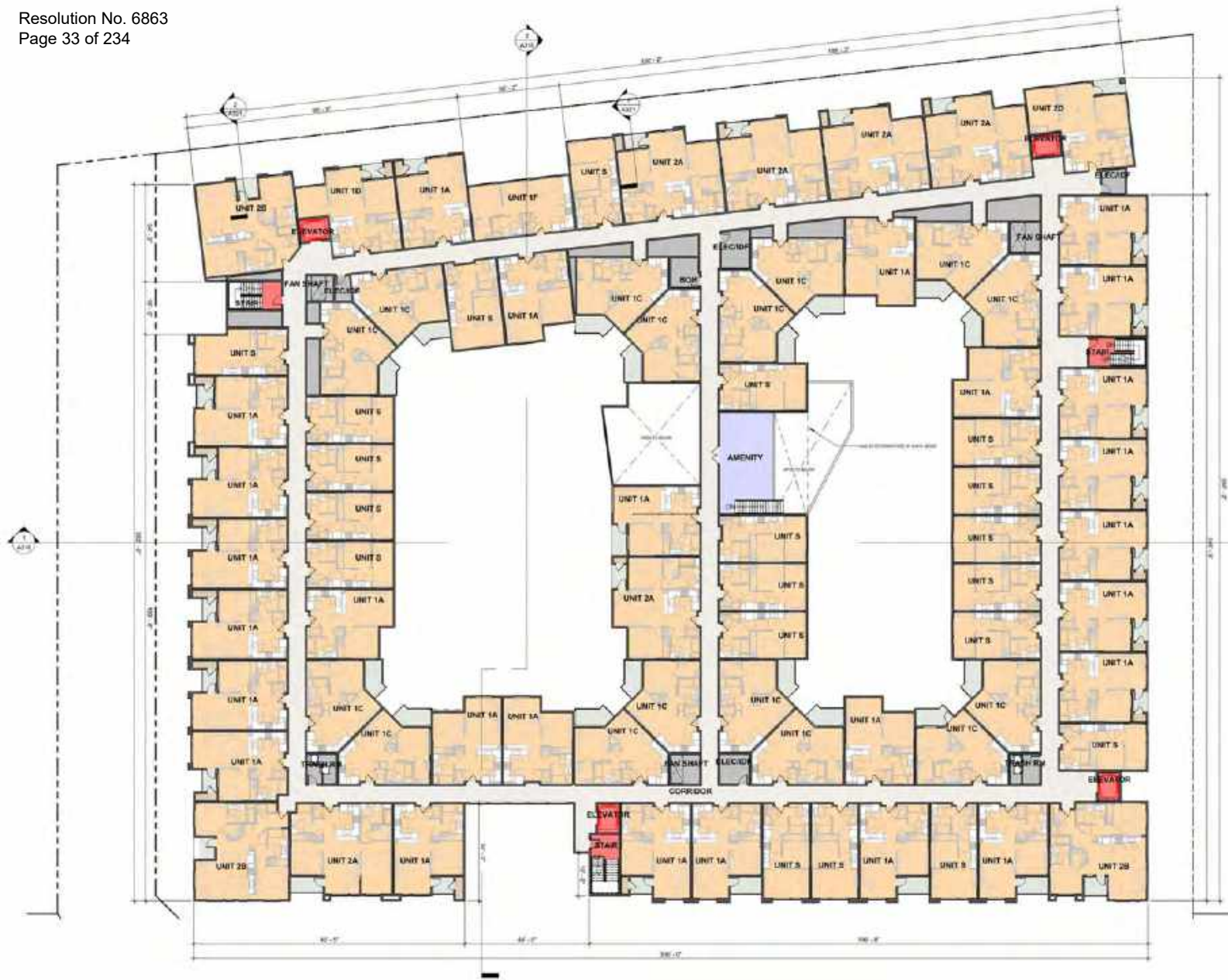




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Sheet Title:
APARTMENT
BUILDING PLAN
LEVEL 3

Job No. 20094
Date: 07/2/2003
Scale: 1/16" = 1'-0"
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Sheet Title:
APARTMENT
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LEVEL 4

Job No. 20094
Date: 07/12/2003
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LEVEL 4 1/16" = 1'-0" 1



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Sheet Title:
**APARTMENT
BUILDING PLAN
LEVEL 5**

Job No. 20094
Date: 07/12/2003
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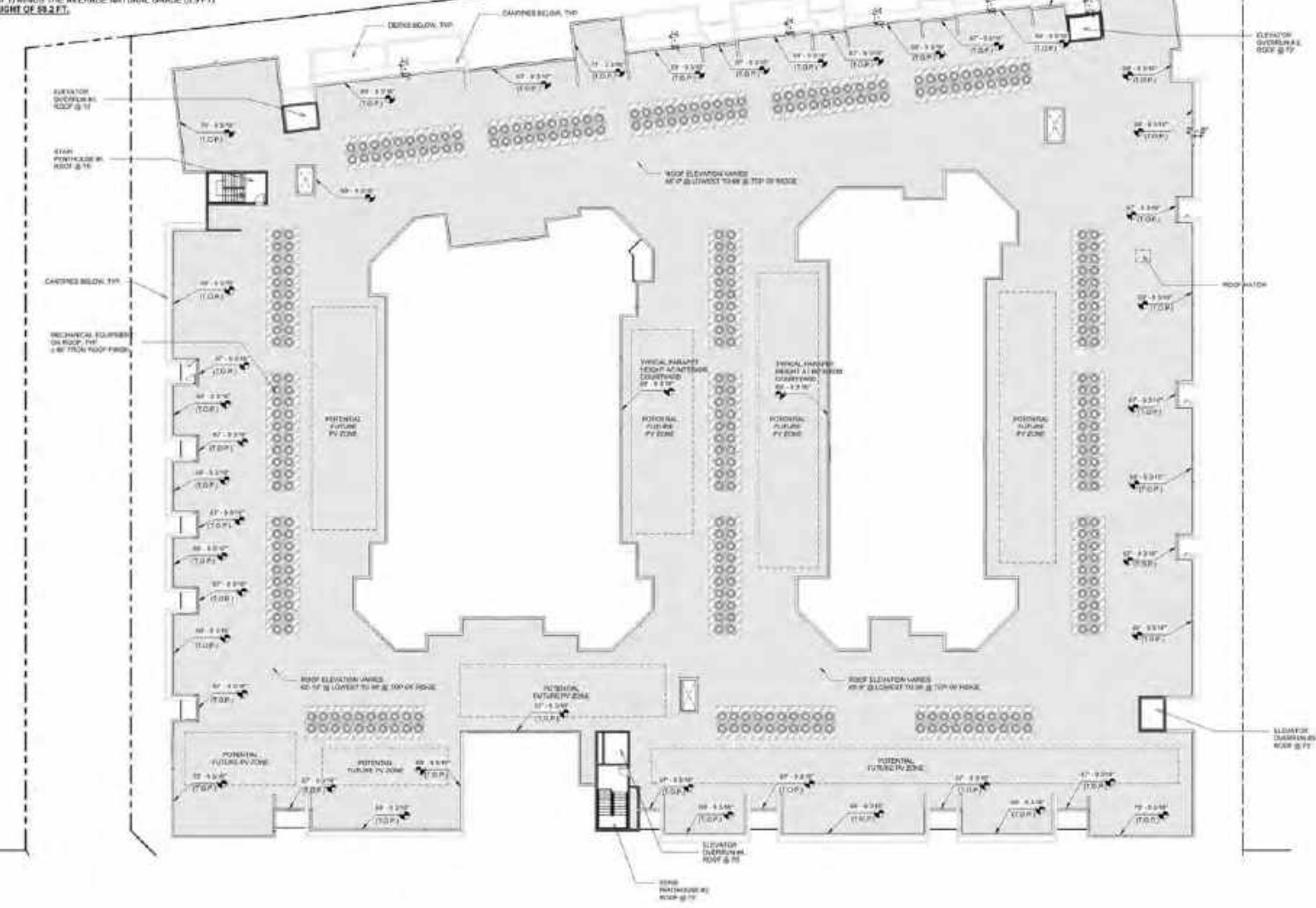
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ROOF HEIGHT CALCULATION			
TYPICAL ROOF	AREA	HEIGHT (FT)	AREA x HEIGHT
ELEVATOR OVERRUN #1	63.794	67"	4,259.298
ELEVATOR OVERRUN #2	100	75"	7,500
ELEVATOR OVERRUN #3	188	75"	14,100
ELEVATOR OVERRUN #4	188	75"	14,100
STAIR PENTHOUSE #1	275	75"	20,625
STAIR PENTHOUSE #2	263	75"	19,725
TOTAL	84,517		6,325,633
		67.1"	

Resolution No. 6863
Page 36 of 234

* TYPICAL ROOF HEIGHT IS AN ESTIMATE OF THE AVERAGE OF LOW POINTS AND TOP OF RIDGES WHERE THE ELEVATION IS THE HIGHEST.
** HEIGHTS CALCULATED ARE MEASURED FROM SEA LEVEL (71' AVERAGE NATURAL GRADE IS 6.9'. AVERAGE HEIGHT (67.1) MINUS THE AVERAGE NATURAL GRADE (3.9 FT) EQUALS AN AVERAGE BUILDING HEIGHT OF 63.2 FT.



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Sheet Title:
APARTMENT BUILDING ROOF PLAN

Job No: 20594
Date: 07/12/2023
Scale: As indicated
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A206

ROOF 1/8" = 1'-0" 1



PARKING PLAN - LEVEL 1 1" = 47' 0" 2



PARKING PLAN - LEVEL B1 1" = 47' 0" 1



TWO TIERED BICYCLE RACKS
3 BICYCLES PER RACK

LONG TERM BICYCLE STORAGE INFORMATION

ACCESSIBLY PARKING REQUIRED	RESIDENTIAL 2% OF UNIT	
	VAN ACCESSIBLE (1 IN 6)	1
	STANDARD ACCESSIBLE	0
	VISITOR/UNASSIGNED 5% OF PARKING	
	VAN ACCESSIBLE (1 IN 9)	1
STANDARD ACCESSIBLE	0	
TOTAL		2
EV CHARGING SPACES*	MANDATORY 10%	48
	EV WITH 8' LOADING (1 IN 25 EV)***	3
	TOTAL**	51

* ALL REQUIRED RESIDENTIAL EV (10%) TO BE 8' X 12'
** AT LEAST 1 EV SPACE IN COMMON AREA
*** NOT REQUIRED UNTIL CHARGERS ARE INSTALLED

APARTMENT REQUIRED PARKING SUMMARY

		LEVEL B1	LEVEL 1	TOTAL
RESIDENTIAL ASSIGNED	ACCESSIBLE (8' 0" X 12' 0") ¹	0	0	0
	VAN ACCESSIBLE (8' 0" X 12' 0") ²	0	1	1
	UNINSTALL (8' 0" X 12' 0")	127	88	215
	STALL IN MESH PALLET (8' 0" X 12' 0")	47	0	47
	STANDARD EVCS (8' 0" X 12' 0")	30	18	48
VISITOR/UNASSIGNED	EVCS WITH 8' LOADING (8' 0" X 12' 0")	0	3	3
	VAN ACCESSIBLE (8' 0" X 12' 0")	0	1	1
	UNINSTALL (8' 0" X 12' 0")	0	0	0
TOTAL		204	112	316

NOTES:
1. 10% OF EV STALLS ON DAY 1, 1 IN EVERY 25 EV SPACES IS PROVIDED WITH 8' WIDE AISLE.
2. 1 PER UNIT SPACES WILL BE EV READY SPACES. ALL STALLS ARE 8' X 12' TO ALLOW FOR 1 PER UNIT FUTURE CRITERIA. SOME STALL LOSS FROM THIS SUBMITTAL IS EXPECTED DURING FUTURE INSTALLATION AND INCREASE IN EV PERCENTAGE FOR ADDING 8' ACCESSIBLES.
3. STANDARD ACCESSIBLE STALLS TO HAVE AN ADJACENT ACCESS AISLE OF 8' MINIMUM.
4. VAN ACCESSIBLE STALLS TO HAVE AN ADJACENT ACCESS AISLE OF 8' MINIMUM.

APARTMENT PROVIDED PARKING SUMMARY



UNIT 2B 34' x 11'-0" 6



UNIT 1F 36' x 11'-0" 4



UNIT 1A 34' x 11'-0" 2



UNIT 2A 36' x 11'-0" 5



UNIT 1C 34' x 11'-0" 3



UNIT 5 36' x 11'-0" 1



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Sheet Title:
APARTMENT
TYPICAL UNIT FLOOR
PLANS

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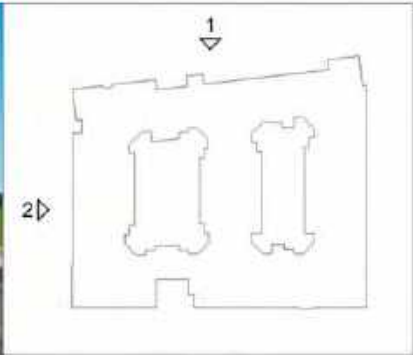
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CONSTITUTION PERSPECTIVE



PASEO PERSPECTIVE



KEY MAP



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PASEO 1/8" = 1'-0" 2



CONSTITUTION DRIVE 1/8" = 1'-0" 1

LEGEND	
R1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
E1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

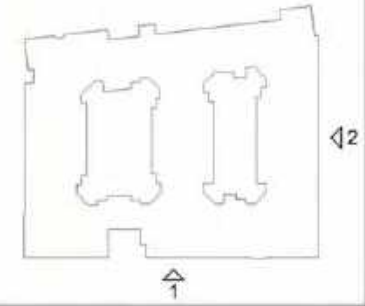
COLOR AND MATERIAL

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APARTMENT BUILDING ELEVATIONS
Job No. 20004
Date: 01/2/2023
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PUBLIC OPEN SPACE PERSPECTIVE



KEY MAP

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EAST 1/16" = 1'-0" 2



PUBLIC OPEN SPACE / SOUTH 1/16" = 1'-0" 1

LEGEND	
A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
B1	FIBER CEMENT SIDING
WT	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

COLOR AND MATERIAL

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BUILDING
ELEVATIONS**

Job No. 20004
Date: 01/12/2023
Scale: As Indicated
Drawn By: Author

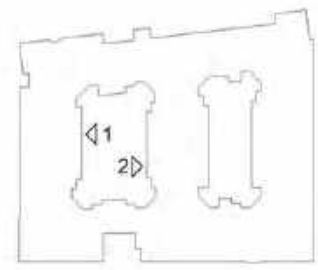
Sheet No:
A302



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KEY MAP



WEST COURTYARD - EAST 1/8" = 1'-0" 2



WEST COURTYARD - WEST 1/8" = 1'-0" 1

LEGEND	
A1	CEMENT PLASTER - BRIDGE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
B1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
P1	GREENSCREEN

COLOR AND MATERIAL

123 Independence
Merced Park, CA
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Mountain View, CA

Sheet Title:
APARTMENT
BUILDING
ELEVATIONS
(COURTYARDS)
Job No. 20004
Date: 01/12/2023
Scale: As indicated
Drawn By: Author

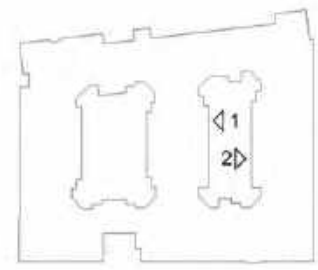
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KEY MAP



EAST COURTYARD - EAST 1/8" = 1'-0" 2



EAST COURTYARD - WEST 1/8" = 1'-0" 1

LEGEND	
[W1]	CEMENT PLASTER - SMOKE
[A2]	CEMENT PLASTER - LIGHT GRAY
[A3]	CEMENT PLASTER - GRAY
[A4]	CEMENT PLASTER - DARK GRAY
[A5]	CEMENT PLASTER - YELLOW
[B1]	FIBER CEMENT PANEL - WHITE
[B2]	FIBER CEMENT PANEL - YELLOW
[B3]	FIBER CEMENT PANEL - GRAY
[D1]	PORCELAIN TILE
[W1]	FIBER CEMENT SIDING
[W1]	VINYL WINDOW, TYP.
[W2]	STOREFRONT, TYP.
[R1]	GLASS RAILING
[R2]	VERTICAL METAL RAILING
[F1]	GREENSCREEN

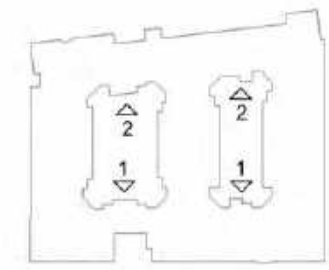
COLOR AND MATERIAL

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Sheet Title:
APARTMENT
BUILDING
ELEVATIONS
(COURTYARDS)
Job No. 20004
Date: 01/12/2023
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Sheet No:
A304



KEY MAP



COURTYARD - NORTH 1/8" = 1'-0" 2



COURTYARD - SOUTH 1/8" = 1'-0" 1

LEGEND

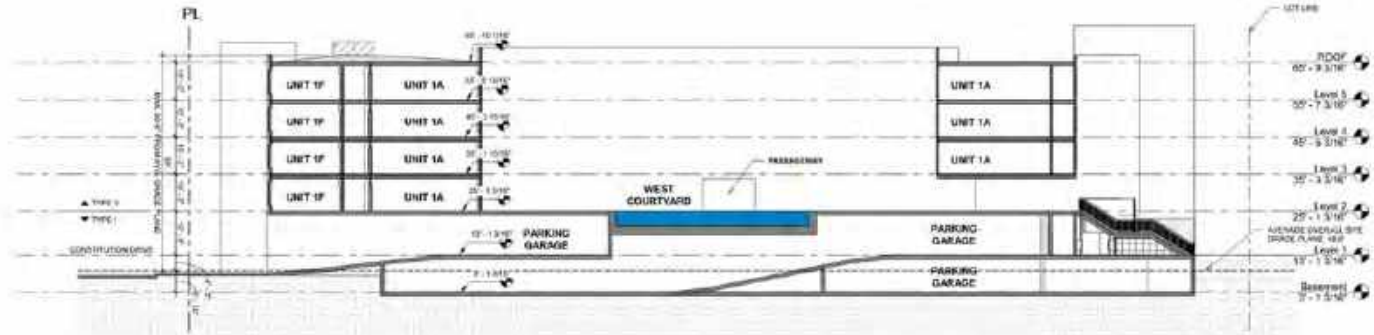
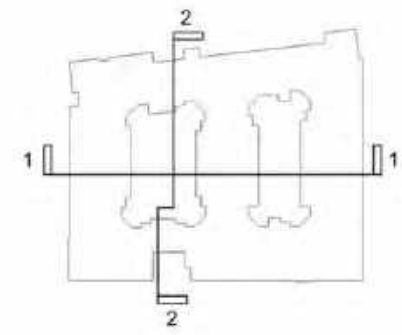
A1	CEMENT PLASTER - SMOKE
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
A4	CEMENT PLASTER - DARK GRAY
A5	CEMENT PLASTER - YELLOW
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - YELLOW
B3	FIBER CEMENT PANEL - GRAY
D1	PORCELAIN TILE
B1	FIBER CEMENT SIDING
W1	VINYL WINDOW, TYP.
W2	STOREFRONT, TYP.
R1	GLASS RAILING
R2	VERTICAL METAL RAILING
F1	GREENSCREEN

COLOR AND MATERIAL

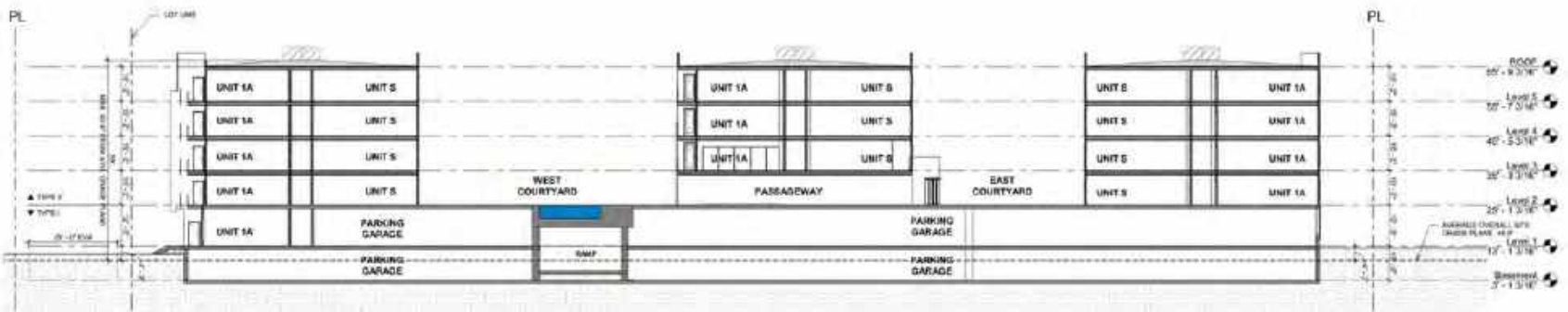
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Sheet Title:
**APARTMENT
BUILDING
ELEVATIONS
(COURTYARDS)**
Job No. 20004
Date: 01/27/2023
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Sheet No:
A305



NORTH TO SOUTH SECTION 1/8" = 1'-0" 2



WEST TO EAST SECTION 1/8" = 1'-0" 1

1123 Independence
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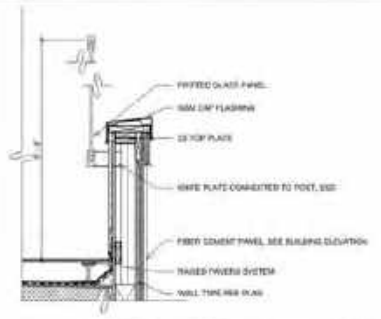
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Sheet Title:
APARTMENT
BUILDING SECTIONS

Job No.: 20094
Date: 01/12/2020
Scale: As Indicated
Drawn By: Author

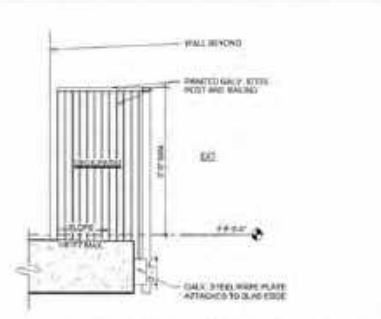
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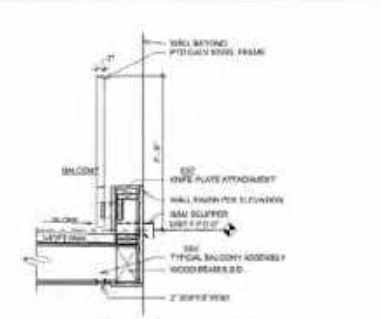
NOTE: DETAILS AND SECTIONS ARE FOR SCHEMATIC REPRESENTATION ONLY.

ROOF DECK GLASS RAILING SECTION 3/4" = 1'-0" 5



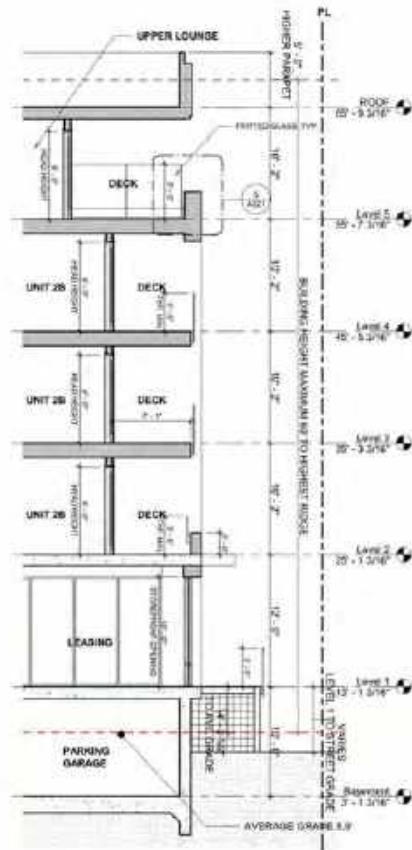
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VERTICAL RAILING @ CONCRETE SECTION 3/4" = 1'-0" 4

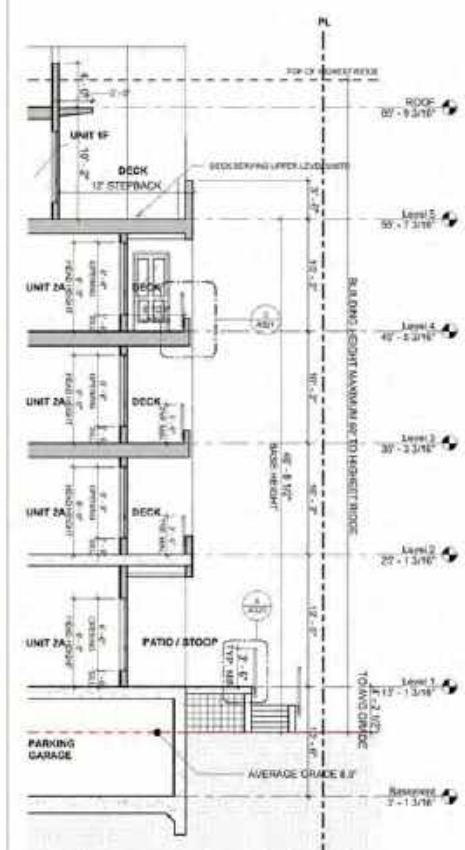


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VERTICAL RAILING BALCONY LOW WALL SECTION 3/4" = 1'-0" 3



CONSTITUTION LEASING WALL SECTION 3/16" = 1'-0" 2



CONSTITUTION STEPBACK WALL SECTION 3/16" = 1'-0" 1



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Sheet Title:
APARTMENT
SCHEMATIC WALL
SECTIONS

Job No: 20504
Date: 01/12/2023
Scale: As indicated
Drawn By: ADR

Sheet No:
A321



LENGTH OF BUILDING FRONTAGE: 330' - 5"
 MIN. FRONTAGE ABOVE 5' - 0" : 330' - 5" X 75% = 247' - 10"
 STEPBCKS MORE THAN 10' - 0" :
 PROPOSED STEPBCK ON UPPER STORY: 155' - 10" + 96' - 9" = 252' - 7"
 252' - 7" > 247' - 10"



CONSTITUTION DRIVE 1" = 20'-0" 2

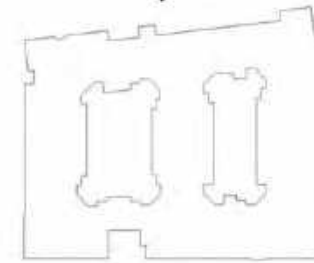


LENGTH OF BUILDING FRONTAGE: 328' - 0"
 MIN. FRONTAGE WITHIN SETBACKS: 328' - 0" X 60% = 197' - 3"
 PROPOSED FRONTAGE WITHIN SETBACKS: 196' - 9" + 96' - 0" = 292' - 9"
 292' - 9" > 197' - 3"



CONSTITUTION DRIVE 1" = 20'-0" 1

1 & 2



KEY MAP

Municipal Code 16.45.128 (1) - Build to Area Requirement:
 Minimum 65% of building footage at the ground floor, as a percentage of the street frontage length, must be located within the area of the lot between the minimum (7') and maximum (25') setback lines parallel to the street.

- Project compliance:**
- At least 65% of building footage located between the minimum and maximum setback lines.
 - Portion of building footage located between minimum and maximum setback lines.
 - Ground level height

Municipal Code 16.45.128 (2) - Minimum Setback:
 10' for a minimum of 75% of the building face along public streets for the building's upper stories. A maximum of 25% of the building face along public streets may be set back from the standard in order to provide architectural variation.

- Project compliance:**
- Building steps back at least 10' for 75% of the building face on the upper stories.
 - Sloped back portion of the building.
 - 5th Level

Municipal Code 16.45.128 (2) - Building Projections:
 Maximum 6' from the required setback for portions of the building above the ground floor.

- Project compliance:**
- All building projections above ground floor are within 6' from required setback.

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Sheet Title:
 APT ZONING
 DIAGRAM
 BASE HEIGHT
 75% STEPBCK
 Job No: 20004
 Date: 01/2/2023
 Scale: As indicated
 Drawn By: Author

Sheet No:
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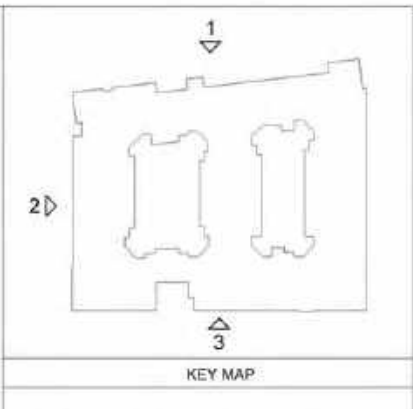
SOUTH SIDE 1" = 20'-0" 3



PASEO 1" = 20'-0" 2



CONSTITUTION DRIVE 1" = 20'-0" 1



Municipal Code 16.45.120 (2) - Major Building Modulations:
 Minimum setbacks of 10' scale by 10' deep (or 200' of facade length) facing publicly accessible spaces (streets, open space, and park) applicable from the ground level to the top of the building's base height.

Project exemption:
 At least one major building recess provided every 200' of facade on Constitution elevation, west elevation, and south elevation

Major building recess



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Sheet Title:
**APT ZONING
DIAGRAM MAJOR
BUILDING
MODULATIONS**

Job No.: 20004
Date: 07/27/2020
Scale: As Indicated
Drawn By: Auctus

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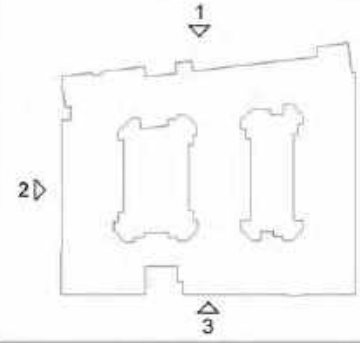
SOUTH SIDE 1" = 20'-0" 3



PASEO 1" = 20'-0" 2



CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

Municipal Code 16.45.125 (2) - Minor Building Modulations/
Minimum area: none of 5' wide by 2' deep per 50' of facade length facing publicly accessible spaces (streets, open space, and parking)

Building projections spaced no more than 50' apart with a minimum of 2' depth and 2' width may satisfy this requirement in lieu of a recess.

Project compliance:
At least one major building recess provided every 60' of facade.

Minor building recess



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Sheet Title:
**APT ZONING
DIAGRAM MINOR
BUILDING
MODULATIONS**

Job No.: 20004
Date: 01/27/2023
Scale: As Indicated
Drawn By: Audrey

Sheet No.:
A403



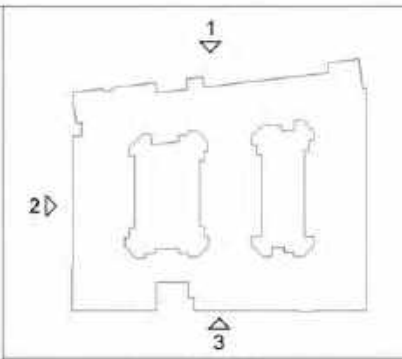
SOUTH SIDE 1" = 20'-0" 3



EAST SIDE 1" = 20'-0" 2



WEST SIDE 1" = 20'-0" 1



KEY MAP

- Municipal Code 16.45.123 (3) - Building Entrances.
One entrance every 100' of building length along a public street or passageway.
- Project compliance: At least one entrance is provided every 100'.
 - Building Entrance
 - Garage Opening



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Sheet Title:
APT ZONING
DIAGRAM BUILDING
ENTRANCES

Job No: 20004
Date: 07/2/2023
Scale: As indicated
Drawn By: Aubree

Sheet No:
A404



MINIMUM REQUIRED GLAZING AREA: 4,060 SF X 30% = 1,224 SF
TRANSPARENT GLAZING PROVIDED: 1,657 SF > 1,224 SF

SOUTH SIDE 1" = 20'-0" 3



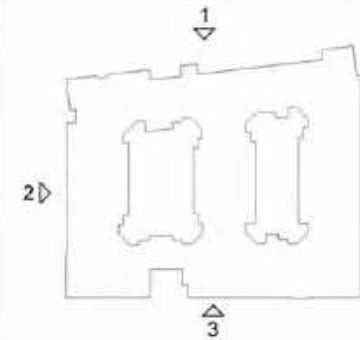
MINIMUM REQUIRED GLAZING AREA: 3,018 SF X 30% = 905 SF
TRANSPARENT GLAZING PROVIDED: 1,245 SF > 905 SF

PASEO 1" = 20'-0" 2



MINIMUM REQUIRED GLAZING AREA: 3,966 SF X 30% = 1,190 SF
TRANSPARENT GLAZING PROVIDED: 1,278 SF > 1,190 SF

CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

- Municipal Code 16.45.120 (3) - Ground floor transparency:**
Minimum 30% for residential uses and 50% of commercial uses of the ground floor facade that must provide visual transparency.
- ✓ **Project compliance:**
Transparent glazing exceeds 50% of residential uses and 50% of commercial uses of the ground floor facade.
 - Ground level transparent glazing surface
 - Ground level opaque surface
 - Ground level height
- Municipal Code 16.45.120 (3) - Minimum ground floor height along street frontage:**
10' for residential uses.
- ✓ **Project compliance:**
The ground level is 10'-0".
 - Ground level height



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Sheet Title:
APT ZONING
DIAGRAM GLAZING

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Date: 07/2/2023
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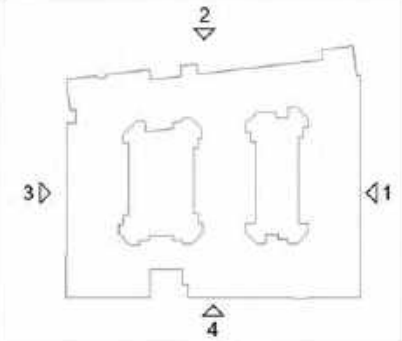
A405



MAXIMUM WALL AREA OF STUCCO = 19,337 SF
WALL AREA OF STUCCO PROVIDED = 5,012 SF

19,337 SF X 50% = 9,669 SF
5,012 SF < 9,669 SF

SOUTH SIDE 1" = 20'-0" 4



KEY MAP

- Municipal Code 16.85.120 (k) - Building Materials:**
Stucco shall not be used on more than 50% of the building facade.
- ✓ **Project compliance:**
Use of stucco is less than 50% of the building facade.
- Stucco
 - Edge of building



MAXIMUM WALL AREA OF STUCCO = 14,649 SF
WALL AREA OF STUCCO PROVIDED = 4,376 SF

14,649 SF X 50% = 7,325 SF
4,376 SF < 7,325 SF

PASEO 1" = 20'-0" 3



MAXIMUM WALL AREA OF STUCCO = 20,907 SF
WALL AREA OF STUCCO PROVIDED = 5,141 SF

20,907 SF X 50% = 10,454 SF
5,141 SF < 10,454 SF

CONSTITUTION DRIVE 1" = 20'-0" 2



MAXIMUM WALL AREA OF STUCCO = 16,485 SF
WALL AREA OF STUCCO PROVIDED = 5,605 SF

16,485 SF X 50% = 8,243 SF
5,605 SF < 8,243 SF

EAST SIDE 1" = 20'-0" 1



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DIAGRAM
PERCENTAGE
STUCCO
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Date: 01/12/2020
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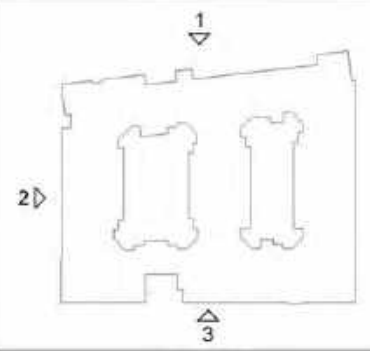
SOUTH SIDE 1" = 20'-0" 3



PASEO 1" = 20'-0" 2



CONSTITUTION DRIVE 1" = 20'-0" 1



KEY MAP

Municipal Code 16.45.120 (3) - Awnings, Signs and Canopies:
Maximum 7' horizontal projection

Project compliance:
All awnings and canopies project less than 7' horizontally from face of building. A minimum vertical clearance of 8' from finished grade to the bottom of the projection is required.

Projecting awnings and canopies

Municipal Code 16.45.121 (4) - Roof Line:
Roof lines and eaves adjacent to street-facing facade shall vary across a building, excluding a flat-roof minimum height modulation to break visual monotony and create a visually interesting skyline as seen from public streets.

Project compliance:
Roof line varies across the building, including a four-foot minimum height modulation.

— Roof Line



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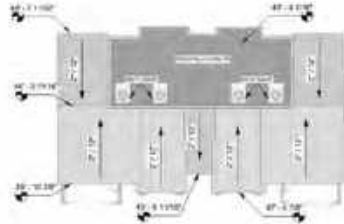
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APT ZONING
DIAGRAM ROOF LINE

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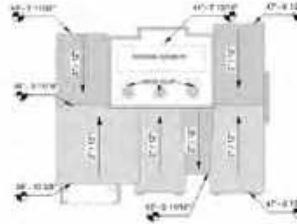
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A407



4-PLEX MARKET-RATE TOWNHOME ROOF B 1/16" = 1'-0" 10



4-PLEX MARKET-RATE TOWNHOME ROOF A 1/16" = 1'-0" 9



3-PLEX MARKET-RATE TOWNHOME ROOF A 1/16" = 1'-0" 4



- 3-PLEX TOWNHOME
- 4-PLEX TOWNHOME

KEY MAP



4-PLEX MARKET-RATE TOWNHOME L3 1/16" = 1'-0" 8



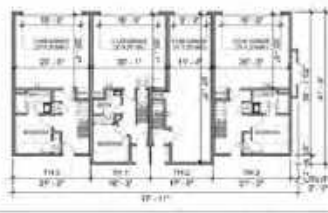
3-PLEX MARKET-RATE TOWNHOME L3 1/16" = 1'-0" 3



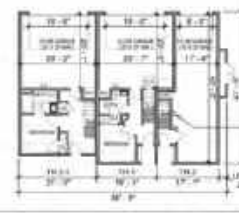
4-PLEX MARKET-RATE TOWNHOME L2 1/16" = 1'-0" 7



3-PLEX MARKET-RATE TOWNHOME L2 1/16" = 1'-0" 2



4-PLEX MARKET-RATE TOWNHOME L1 1/16" = 1'-0" 6



3-PLEX MARKET-RATE TOWNHOME L1 1/16" = 1'-0" 1

*SPOT ELEVATIONS ARE MEASURED TO 3 SEA LEVEL. AVERAGE NATURAL GRADE PLANE IS 3.3'. ACTUAL BUILDING HEIGHT IS 8.9' LESS THAN THE SPOT ELEVATIONS.



TOWNHOMES BIKE STORAGE:
DRY WALL RACK OR SIMILAR STORED UP TO (2) TWO BIKES AND IS FULLY U-LOCK COMPATIBLE.

TOWNHOME AREA SUMMARY (GROSS FLOOR AREA CALCULATIONS)		
TOWNHOME TYPE	3-PLEX	4-PLEX
COUNT	1	5
LEVEL 1	755 SF	1,148 SF
LEVEL 2	2,118 SF	2,967 SF
LEVEL 3	2,125 SF	2,985 SF
UTILITY ROOM	29 SF	29 SF
PER BUILDING	9,027 SF	7,092 SF
TOTAL (INCLUDED IN PARK)	9,027 SF	35,398 SF
DECK PER TYPE	267 SF	371 SF
DECK TOTAL	267 SF	1,884 SF
GARAGE (NOT IN PARK)	1,400 SF	1,850 SF
GARAGE TOTAL	1,400 SF	9,252 SF

AREA SUMMARY



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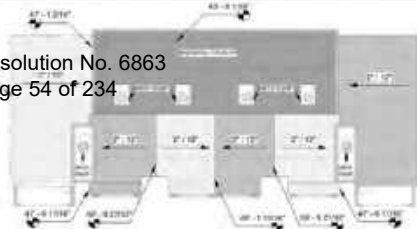
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Sheet Title:
TOWNHOMES BUILDING PLANS 3-PLEX AND 4-PLEX

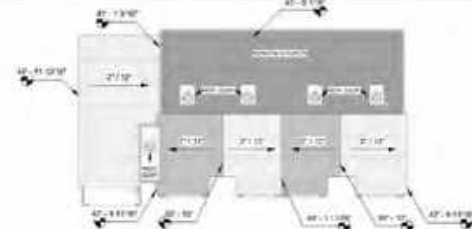
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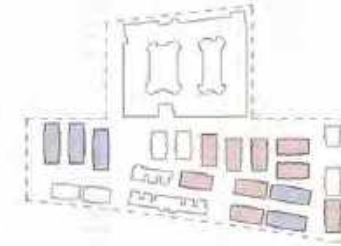
A501



6-PLEX MARKET-RATE TOWNHOME ROOF B 1/16" = 1'-0" 10



5-PLEX MARKET-RATE TOWNHOME ROOF B 1/16" = 1'-0" 5

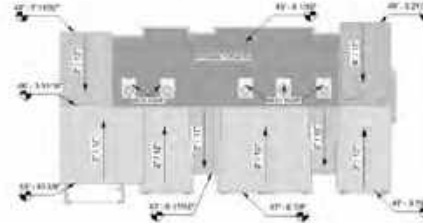


5-PLEX TOWNHOME
6-PLEX TOWNHOME

KEY MAP



6-PLEX MARKET-RATE TOWNHOME ROOF A 1/16" = 1'-0" 9



5-PLEX MARKET-RATE TOWNHOME ROOF A 1/16" = 1'-0" 4



6-PLEX MARKET-RATE TOWNHOME L3 1/16" = 1'-0" 8



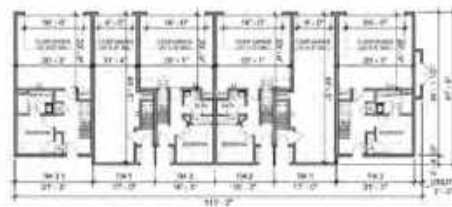
5-PLEX MARKET-RATE TOWNHOME L3 1/16" = 1'-0" 3



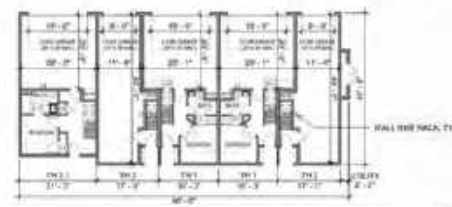
6-PLEX MARKET-RATE TOWNHOME L2 1/16" = 1'-0" 7



5-PLEX MARKET-RATE TOWNHOME L2 1/16" = 1'-0" 2



6-PLEX MARKET-RATE TOWNHOME L1 1/16" = 1'-0" 6



5-PLEX MARKET-RATE TOWNHOME L1 1/16" = 1'-0" 1

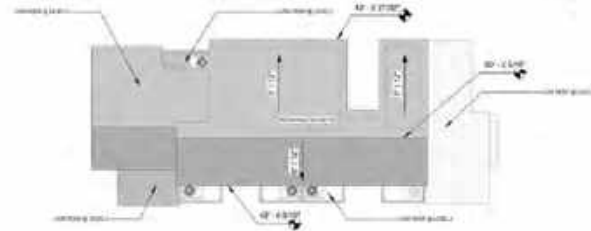
*SPOT ELEVATIONS ARE MEASURED TO 3' SEA LEVEL. AVERAGE NATURAL GRADE PLANE IS 8.3'. ACTUAL BUILDING HEIGHT IS 8.9' LESS THAN THE SPOT ELEVATIONS.



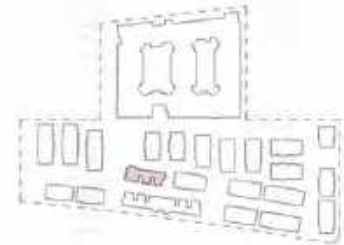
TOWNHOMES BIKE STORAGE:
DIY WALL RACK OR SIMILAR STORES UP TO (2) TWO BIKES AND IS FULLY U-LOCK COMPATIBLE.

TOWNHOME AREA SUMMARY (GROSS FLOOR AREA CALCULATIONS)		
TOWNHOME TYPE	5-PLEX	6-PLEX
COUNT	5	6
LEVEL 1	1,131 SF	1,026 SF
LEVEL 2	3,403 SF	4,231 SF
LEVEL 3	3,415 SF	4,246 SF
UTILITY SCL	29 SF	35 SF
PER BUILDING	7,982 SF	10,029 SF
TOTAL (INCLUDED IN PARK)	39,942 SF	50,143 SF
DECK PSD TYPE	421 SF	534 SF
DECK TOTAL	3,876 SF	2,870 SF
GARAGE (NOT IN PARK)	2,554 SF	2,798 SF
GARAGE TOTAL	21,227 SF	13,000 SF

AREA SUMMARY



6-PLEX AFFORDABLE TOWNHOME ROOF A 1/8" = 1'-0" 4



6-PLEX TOWNHOME

KEY MAP

*SPOT ELEVATIONS ARE MEASURED TO 0 SEA LEVEL. AVERAGE NATURAL GRADE PLANE IS 8.5'. ACTUAL BUILDING HEIGHT IS 9' LESS THAN THE SPOT ELEVATIONS.



6-PLEX AFFORDABLE TOWNHOME L3 1/8" = 1'-0" 3



6-PLEX AFFORDABLE TOWNHOME L2 1/8" = 1'-0" 2



6-PLEX AFFORDABLE TOWNHOME L1 1/8" = 1'-0" 1



TOWNHOME BIKE STORAGE:
DIRTY WALL RACK OR SIMILAR STORES UP TO (2) TWO BIKES AND IS FULLY U-LOCK COMPATIBLE.

TOWNHOME AREA SUMMARY (GROSS FLOOR AREA CALCULATIONS)	
TOWNHOME TYPE	6 PLEX AFFORDABLE
COUNT	1
LEVEL 1	2,208 SF
LEVEL 2	3,004 SF
LEVEL 3	2,168 SF
UTILITY/BIKE	29 SF
PER BUILDING	8,409 SF
TOTAL (INCLUDED IN FAN)	8,409 SF
DECK PER TYPE	159 SF
DECK TOTAL	159 SF
GARAGE (NOT IN FAN)	1,667 SF
GARAGE TOTAL	1,667 SF

AREA SUMMARY



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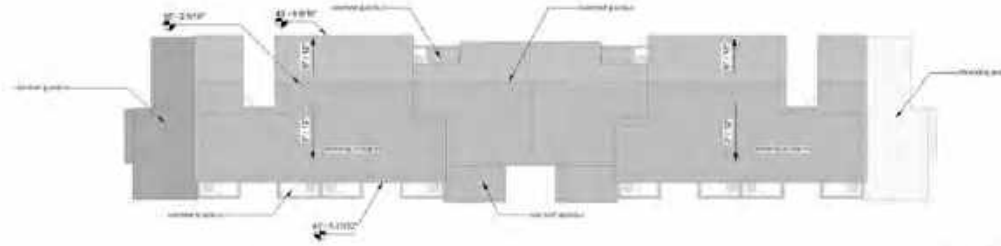
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Sheet Title:
**TOWNHOMES
BUILDING PLANS AFF
6-PLEX**

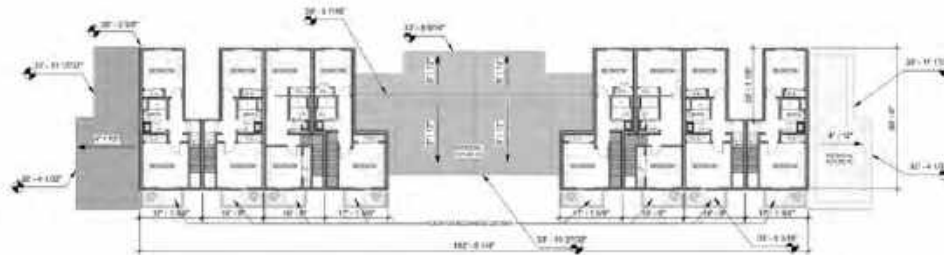
Job No: 20004
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Sheet No:

A503



12-PLEX AFFORDABLE TOWNHOME ROOF 1/8" = 1'-0" 4



12-PLEX AFFORDABLE TOWNHOME L3 1/8" = 1'-0" 3



12-PLEX AFFORDABLE TOWNHOME L2 1/8" = 1'-0" 2



12-PLEX AFFORDABLE TOWNHOME L1 1/8" = 1'-0" 1



12-PLEX TOWNHOME

KEY MAP

*SPOT ELEVATIONS ARE MEASURED TO 0' SEA LEVEL. AVERAGE NATURAL GRADE PLANE IS 8.8'. ACTUAL BUILDING HEIGHT IS 8.9' LESS THAN THE SPOT ELEVATIONS.



TOWNHOMES BIKE STORAGE:
DEND WALL RACK OR SIMILAR STORED UP TO (2) TWO BIKES AND IS FULLY U-LOCK COMPATIBLE.

TOWNHOME AREA SUMMARY (GROSS FLOOR AREA CALCULATIONS)	
TOWNHOME TYPE	12-PLEX AFFORDABLE
COUNT	1
LEVEL 1	4,664 SF
LEVEL 2	7,809 SF
LEVEL 3	4,574 SF
UTILITY DECK	69 SF
PER BIKE DECK	36,506 SF
TOTAL (INCLUDED IN PARK)	56,028 SF
DECK PER TYPE	317 SF
DECK TOTAL	317 SF
GARAGE (NOT IN PARK)	5,546 SF
GARAGE TOTAL	5,546 SF

AREA SUMMARY



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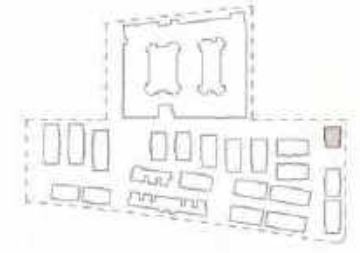
Sheet Title:
**TOWNHOMES
BUILDING PLANS AFF
12-PLEX**

Job No: 20594
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Sheet No:
A504



TOWNHOME A 3-PLEX - FRONT 1/8" = 1'-0" 4



TOWNHOME A

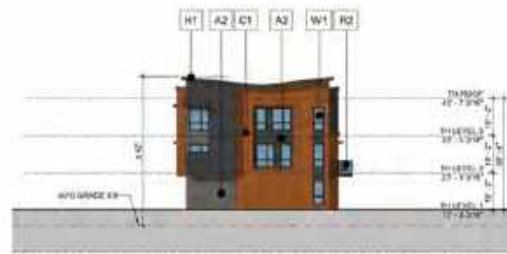
KEY MAP



TOWNHOME A 3-PLEX - REAR 1/8" = 1'-0" 3



TOWNHOME A 3-PLEX - SIDE 1 1/8" = 1'-0" 2



TOWNHOME A 3-PLEX - SIDE 2 1/8" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
B3	FIBER CEMENT SIDING - BROWN
B4	FIBER CEMENT SIDING - YELLOW
B5	FIBER CEMENT SIDING - LIGHT GRAY
B6	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL SHAVED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW, TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

COLOR AND MATERIAL



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Sheet Title:
TOWNHOMES ELEVATIONS A 3-PLEX

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TOWNHOME B 4-PLEX - FRONT 1/16" = 1'-0" 8



TOWNHOME A 4-PLEX - FRONT 1/16" = 1'-0" 4



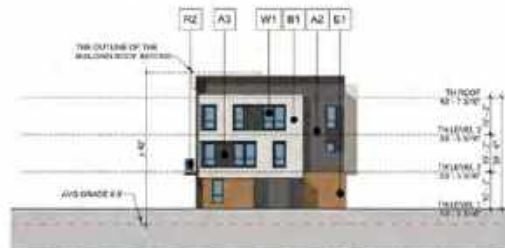
KEY MAP



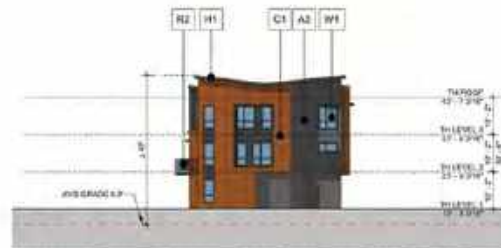
TOWNHOME B 4-PLEX - REAR 1/16" = 1'-0" 7



TOWNHOME A 4-PLEX - REAR 1/16" = 1'-0" 3



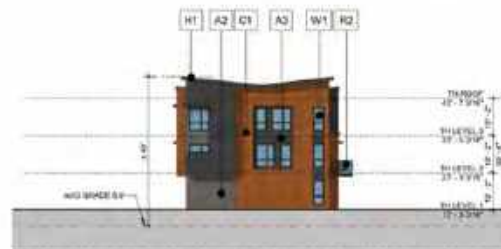
TOWNHOME B 4-PLEX - SIDE 1 1/16" = 1'-0" 6



TOWNHOME A 4-PLEX - SIDE 1 1/16" = 1'-0" 2



TOWNHOME B 4-PLEX - SIDE 2 1/16" = 1'-0" 5



TOWNHOME A 4-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL BEAMED ROOF
R2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

COLOR AND MATERIAL



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Sheet Title:
TOWNHOMES
ELEVATIONS A AND
B 4-PLEX

Job No: 20004
Date: 01/2/2023
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Sheet no:
A602



TOWNHOME B 5-PLEX - FRONT 1/16" = 1'-0" 8



TOWNHOME A 5-PLEX - FRONT 1/16" = 1'-0" 4



KEY MAP



TOWNHOME B 5-PLEX - REAR 1/16" = 1'-0" 7



TOWNHOME A 5-PLEX - REAR 1/16" = 1'-0" 3



TOWNHOME B 5-PLEX - SIDE 1 1/16" = 1'-0" 6



TOWNHOME A 5-PLEX - SIDE 1 1/16" = 1'-0" 2



TOWNHOME B 5-PLEX - SIDE 2 1/16" = 1'-0" 5



TOWNHOME A 5-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL SHINGLED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILS

COLOR AND MATERIAL



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Sheet Title:
TOWNHOMES
ELEVATIONS A AND
B 5-PLEX

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Sheet No:
A603



TOWNHOME B 6-PLEX - FRONT 1/16" = 1'-0" 8



TOWNHOME A 6-PLEX - FRONT 1/16" = 1'-0" 4



KEY MAP



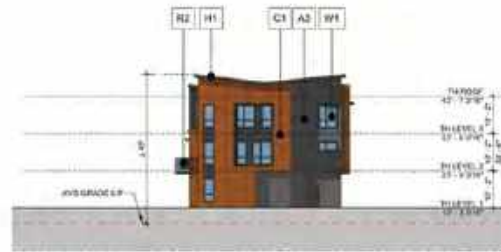
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TOWNHOME A 6-PLEX - REAR 1/16" = 1'-0" 3



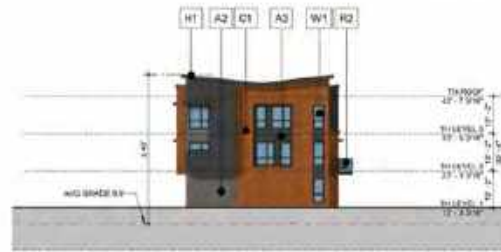
TOWNHOME B 6-PLEX - SIDE 1 1/16" = 1'-0" 6



TOWNHOME A 6-PLEX - SIDE 1 1/16" = 1'-0" 2



TOWNHOME B 6-PLEX - SIDE 2 1/16" = 1'-0" 5



TOWNHOME A 6-PLEX - SIDE 2 1/16" = 1'-0" 1

LEGEND	
A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL SHIMED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAILING

COLOR AND MATERIAL



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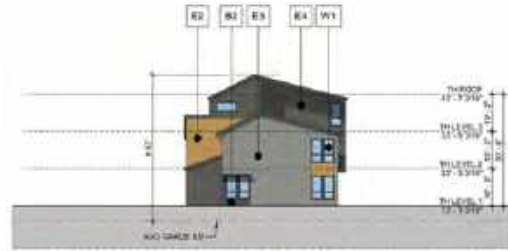
Sheet Title:
TOWNHOMES
ELEVATIONS A AND
B 6-PLEX

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A604



AFFORDABLE TOWNHOME C 6-PLEX - FRONT 1/8" = 1'-0" 8



AFFORDABLE TOWNHOME C 6-PLEX - SIDE 1 1/8" = 1'-0" 4



KEY MAP



AFFORDABLE TOWNHOME C 6-PLEX - REAR 1/8" = 1'-0" 7



AFFORDABLE TOWNHOME C 6-PLEX - SIDE 2 1/8" = 1'-0" 3



AFFORDABLE TOWNHOME C 12-PLEX - FRONT 1/8" = 1'-0" 6



AFFORDABLE TOWNHOME C 12-PLEX - SIDE 1 1/8" = 1'-0" 2



AFFORDABLE TOWNHOME C 12-PLEX - REAR 1/8" = 1'-0" 5



AFFORDABLE TOWNHOME C 12-PLEX - SIDE 2 1/8" = 1'-0" 1

LEGEND

A2	CEMENT PLASTER - LIGHT GRAY
A3	CEMENT PLASTER - GRAY
B1	FIBER CEMENT PANEL - WHITE
B2	FIBER CEMENT PANEL - GRAY
E1	FIBER CEMENT SIDING - BROWN
E2	FIBER CEMENT SIDING - YELLOW
E3	FIBER CEMENT SIDING - LIGHT GRAY
E4	FIBER CEMENT SIDING - DARK GRAY
C1	BRICK VENEER
H1	METAL BEAMED ROOF
H2	ASPHALT SHINGLES ROOF
W1	VINYL WINDOW TYP.
W3	PANELIZED GARAGE DOOR
R2	VERTICAL METAL RAIL FAS

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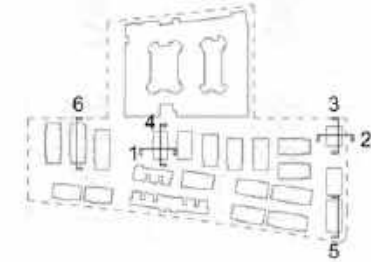
Sheet Title:
**TOWNHOMES
ELEVATIONS C
6-PLEX AND 12-PLEX**

Job No: 20004
Date: 01/2/2023
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A605



6-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 6



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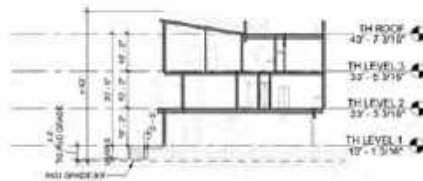
KEY MAP



5-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 5



4-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 4



TOWNHOME A SECTION WITH STOOP 1/16" = 1'-0" 2



3-PLEX TOWNHOME A SECTION 1/16" = 1'-0" 3



TOWNHOME A SECTION 1/16" = 1'-0" 1

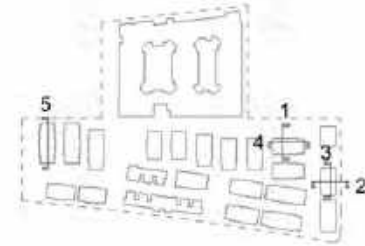
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Sheet Title:
TOWNHOME BUILDING A SECTIONS

Job No. 20004
Date: 07/12/2003
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KEY MAP



6-PLEX TOWNHOME B SECTION 1/16" = 1'-0" 5



TOWNHOME B SECTION WITH STOOP 1/16" = 1'-0" 2



5-PLEX TOWNHOME B SECTION 1/16" = 1'-0" 4



4-PLEX TOWNHOME B SECTION 1/16" = 1'-0" 3



TOWNHOME B SECTION 1/16" = 1'-0" 1

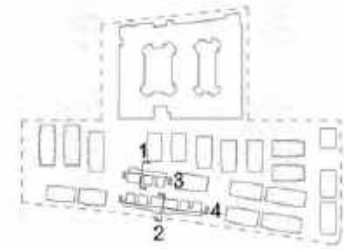
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Sheet Title:
**TOWNHOME
BUILDING B
SECTIONS**

Job No. 20004
Date: 07/2/2023
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Sheet No:
A622



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KEY MAP



12-PLEX TOWNHOME C SECTION 1/16" = 1'-0" 4



12-PLEX TOWNHOME C SIDE SECTION WITH STOOP 1/16" = 1'-0" 2



6-PLEX TOWNHOME C SECTION 1/16" = 1'-0" 3



6-PLEX TOWNHOME C SIDE SECTION 1/16" = 1'-0" 1

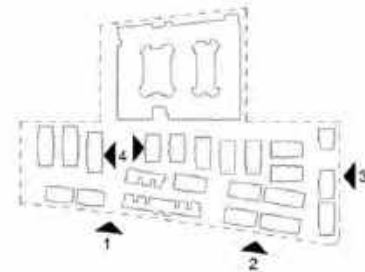
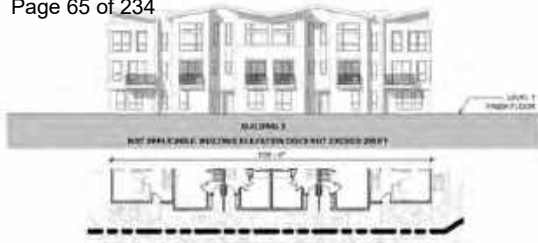
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Sheet Title:
TOWNHOME BUILDING C SECTIONS

Job No. 20004
Date: 07/12/2023
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Sheet No.:
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PASEO 1" = 20'-0" 4

KEY MAP



Municipal Code 16.45.125 (2) - Major Building Modulations:
Minimum one recess of 15' wide by 10' deep per 200' of facade length facing publicly accessible spaces (streets, open spaces, and parks) applicable from the ground level to the top of the building's main level.

Project compliance:
At least one major building recess provided every 200' of facade on Corbett's elevation, west elevation, and south elevation.

Major building recess

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

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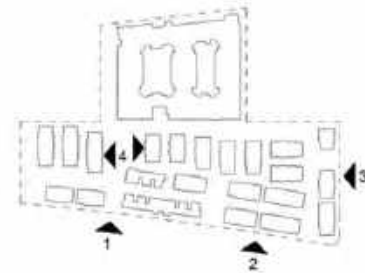
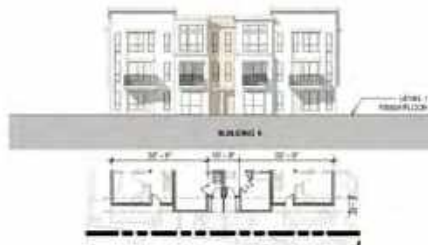
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Sheet Title:
**TH ZONING DIAGRAM
MAJOR BUILDING
MODULATIONS**

Job No: 20594
Date: 6/13/2023
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PASEO 1" = 20'-0" 4

KEY MAP



Message Code 16.45.125 (2) - Minor Building Modulations:
Minimum one recess of 5' wide by 5' deep per 50' of facade length facing publicly accessible spaces (streets, open spaces, and parks).

Building projections spaced no more than 50' apart with a minimum of 3' depth and 5' width may satisfy this requirement in lieu of a recess.

Project compliance:
At least one major building recess provided every 50' of facade.

Minor building recess:

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

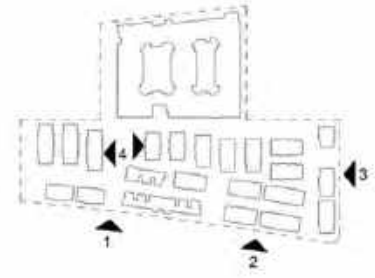
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Sheet Title:
**TH ZONING DIAGRAM
MINOR BUILDING
MODULATIONS**

Job No: 20004
Date: 01/22/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A702



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- Planning
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Oakland, California 94612
(510) 431-2200

PASEO 1" = 20'-0" 4

KEY MAP



Municipal Code 16.46.125 (3) - Building Entrances.
One entrance every 100' of building length along a public street or paseo.

Project compliance:
At least one entrance is provided every 100'

Building entrance

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

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Mountain View, CA

Sheet Title:
**TH ZONING DIAGRAM
BUILDING ENTRANCE
MODULATIONS**

Job No. 20094
Date: 01/2/2023
Scale: As indicated
Drawn By: Author

Sheet No.:

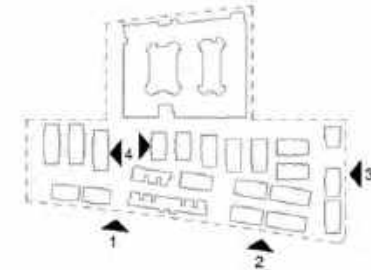
A703



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 1,066 SF
TRANSPARENT GLAZING PROVIDED: 1,066 SF X 30% = 327 SF



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 765 SF
TRANSPARENT GLAZING PROVIDED: 765 SF X 30% = 230 SF



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PASEO 1" = 20'-0" 4

KEY MAP



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 2,190 SF
TRANSPARENT GLAZING PROVIDED: 2,190 SF X 30% = 657 SF

CHRYSLER DRIVE 1" = 20'-0" 3

Municipal Code 16.45.121 (3) - Ground floor transparency:
Minimum 30% for residential uses and 50% of commercial uses of the ground floor facade that must provide visual transparency.

Project compliance:
Transparent glazing exceeds 50% of residential uses and 50% of commercial uses of the ground floor facade.

- Ground level transparent glazing surface
- Ground level opaque surface
- Ground level height

Municipal Code 16.45.121 (3) - Minimum ground floor height along street frontage:
10' for residential uses.

Project compliance:
The ground level is 10'-0".

- Ground level height



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 1,970 SF
TRANSPARENT GLAZING PROVIDED: 1,970 SF X 30% = 591 SF

E INDEPENDENCE DRIVE 1" = 20'-0" 2



TOTAL AREA OF GROUND FLOOR BUILDING FACADE = 3,675 SF
TRANSPARENT GLAZING PROVIDED: 3,675 SF X 30% = 1,103 SF

W INDEPENDENCE DRIVE 1" = 20'-0" 1

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Sheet Title:
TH ZONING DIAGRAM
GLAZING

Job No: 20004
Date: 01/2/2023
Scale: As indicated
Drawn By: Author

Sheet No:
A704



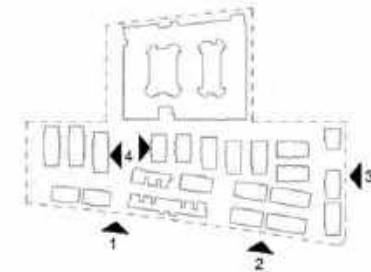
TOTAL AREA OF BUILDING FACADE = 12,000 SF
WALL AREA OF STUCCO = 1,667 SF

12,000 SF X 50% = 6,030 SF
1,667 SF < 6,030 SF



TOTAL AREA OF BUILDING FACADE = 2,676 SF
WALL AREA OF STUCCO = 520 SF

2,676 SF X 50% = 1,338 SF
520 SF < 1,338 SF



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(510) 401-3000

PASEO 1" = 20'-0" 4

KEY MAP



TOTAL AREA OF BUILDING FACADE = 7,573 SF
WALL AREA OF STUCCO = 1,507 SF

7,573 SF X 50% = 3,787 SF
1,507 SF < 3,787 SF

CHRYSLER DRIVE 1" = 20'-0" 3



TOTAL AREA OF BUILDING FACADE = 6,843 SF
WALL AREA OF STUCCO = 1,344 SF

6,843 SF X 50% = 3,422 SF
1,344 SF < 3,422 SF

E INDEPENDENCE DRIVE 1" = 20'-0" 2



TOTAL AREA OF BUILDING FACADE = 12,000 SF
WALL AREA OF STUCCO = 1,667 SF

12,000 SF X 50% = 6,030 SF
1,667 SF < 6,030 SF

W INDEPENDENCE DRIVE 1" = 20'-0" 1

- Manager Code 16.45.123 (b) - Building Materials:**
Stucco that not be used on more than 50% of the building facade
- Project compliance:
Use of stucco is less than 50% of the building facade.
- Stucco
- Edge of building

123 Independence
Meritt Park, CA

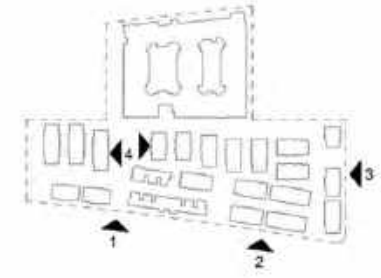
The Sobrato Organization
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Mountain View, CA

Sheet Title:
TH ZONING DIAGRAM
PERCENTAGE
STUCCO

Job No: 20004
Date: 01/2/2003
Scale: As Indicated
Drawn By: Author

Sheet No:

A705



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- Urban Design

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PASEO 1" = 20'-0" 4

KEY MAP



- Municipal Code 18.45.128 (2) - Awnings, signs, and canopies:**
 Maximum 7' horizontal projection
- Project compliance:**
 All awnings and canopies project less than 7' horizontally from face of building. A minimum vertical clearance of 8' from finished grade to the bottom of the projection is required.
 - Proposing awning and canopy
- Municipal Code 18.45.128 (5) - Roof lines:**
 Roof lines and eaves adjacent to street-facing facade shall vary across a building, including a four-foot minimum height modulation to break visual monotony and create a visually interesting skyline as seen from public streets.
- Project compliance:**
 Roof lines varies across the building, including a four-foot minimum height modulation.
 - Roof line

CHRYSLER DRIVE 1" = 20'-0" 3



E INDEPENDENCE DRIVE 1" = 20'-0" 2



W INDEPENDENCE DRIVE 1" = 20'-0" 1

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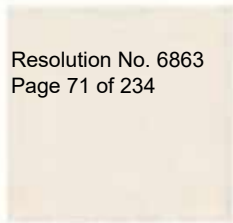
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Sheet Title:
**TH ZONING DIAGRAM
 ROOF LINE**

Job No: 20004
 Date: 01/2/2023
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A706



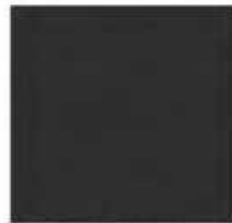
A1 CEMENT PLASTER
KELLY MOORE
KM4724 WEDDED BLISS
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



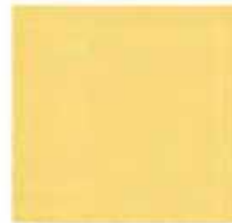
A2 CEMENT PLASTER
KELLY MOORE
KM5789-3 SHADOW CLIFF
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



A3 CEMENT PLASTER
KELLY MOORE
KMA89-5 BLACK OAK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



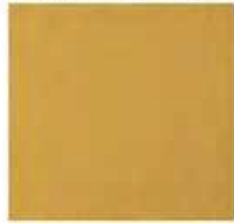
A4 CEMENT PLASTER
KELLY MOORE
KM4883 BLACK CAT
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



A5 CEMENT PLASTER
KELLY MOORE
KM5224 BANANA PEEL
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



B1 FIBER CEMENT PANEL
JAMES HARDIE
REVEAL PANEL SYSTEM
KMW57-1 CLOUD WHITE
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



B2 FIBER CEMENT PANEL
JAMES HARDIE
REVEAL PANEL SYSTEM
HLS4205 CALIFORNIA CHAMOIS
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



B3 FIBER CEMENT PANEL
NICHHA INDUSTRIALBLOCK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



D1 PORCELAIN TILE
COLOR 1



E1 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
HLS4232 CROWN GOLD
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E1 GREEN SCREEN
STEEL FRAMED PANEL WITH
STEEL WIRE GRIDS
24X 4' WIDE PANELS SPACED
WITH 4" GAPS HORIZONTALLY



G1 GLASS PANEL FOR GLASS RAILINGS
BIRD SAFE FRIT WITH HORIZONTAL
LINES - 1/8" SILK-SCREENED
CERAMIC FRIT LINES SPACED 2"
APART HORIZONTALLY



W1 VINYL WINDOW
VPI QUALITY WINDOWS
BLACK FRAME FINISH
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



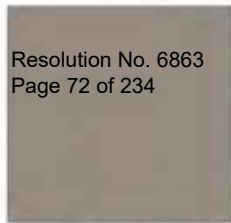
W2 STOREFRONT
ALUMINIUM STOREFRONT
BLACK FRAME FINISH



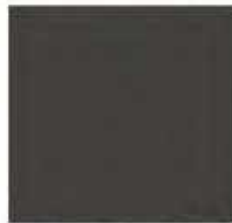
R1 GLASS RAILING
FRITTED COLORED GLASS
SEE G1 FOR GLASS PANEL



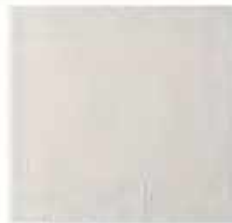
R2 VERTICAL METAL RAILING
GALVANIZED PAINTED BLACK FINISH



A2 CEMENT PLASTER
KELLY MOORE
KM5789-3 SHADOW CLIFF
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



A3 CEMENT PLASTER
KELLY MOORE
KMA89-5 BLACK OAK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER
SMOOTH TROWELED FINISH



B1 FIBER CEMENT PANEL
JAMES HARDIE
REVEAL PANEL SYSTEM
KMV57-1 CLOUD WHITE
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



C1 BRICK VENEER
BELDEN BRICK
HARVEST BLEND
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E1 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
HLS4232 CROWN GOLD
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E2 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
HLS4205 CALIFORNIA CHAMOIS
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E3 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
KM5823 CITY TOWER
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



E4 FIBER CEMENT SIDING
JAMES HARDIE
ARTISAN V-GROOVE
KM5826 VOLCANIC ROCK
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



H1 METAL SEAMED ROOF



H2 ASPHALT SHINGLES ROOF



W1 VINYL WINDOW
VPI QUALITY WINDOWS
BLACK FRAME FINISH
OR SIMILAR BY ALTERNATIVE
MANUFACTURER



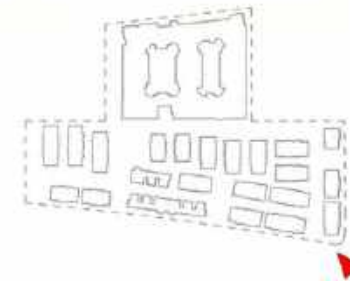
W3 PANELIZED GARAGE DOOR



R2 VERTICAL METAL RAILING
GALVANIZED PAINTED BLACK FINISH



PERSPECTIVE RENDERING



KEY PLAN



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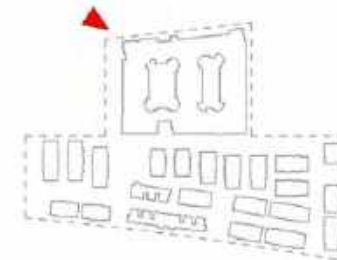
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PERSPECTIVE
TOWNHOMES ON
INDEPENDENCE
DRIVE
Job No: 20004
Date: 07/2/2023
Scale: 1" = 100'-0"
Drawn By: Author

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A901



PERSPECTIVE RENDERING



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Sheet Title:
PERSPECTIVE
APARTMENT ON
CONSTITUTION
DRIVE
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Sheet Title:
PERSPECTIVE
PASEO / CENTRAL
OPEN SPACE

Job No: 20004
Date: 07/22/2023
Scale: 1" = 100'-0"
Drawn By: Author

Sheet No:

A903





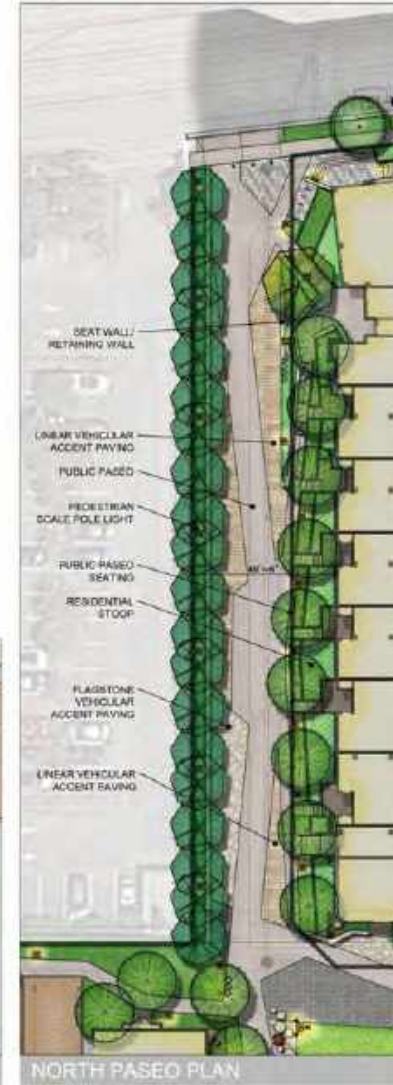
PAVING PATTERN IDEAS



PAVING MATERIALS



TOWNHOME PASEO



NORTH PASEO PLAN





NATIVE PLANTING



LAWN AREA



RAIN GARDEN/ STORM WATER TREATMENT



PICNIC AREA



PLAY AREA



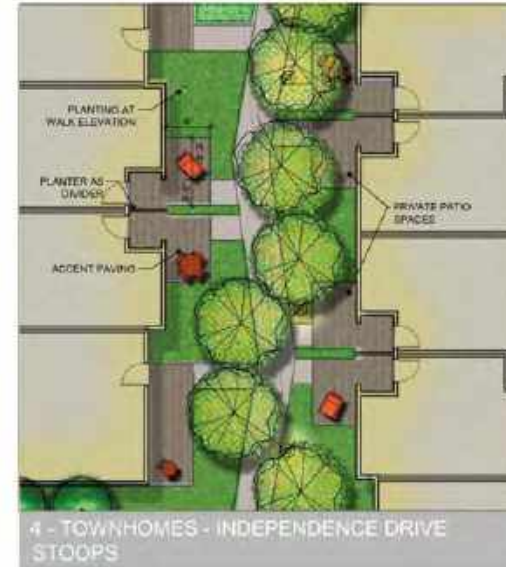
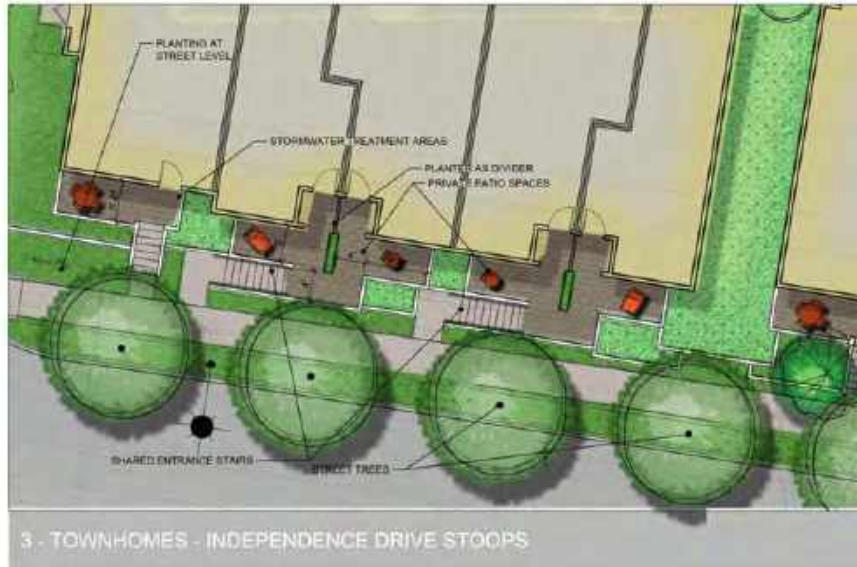
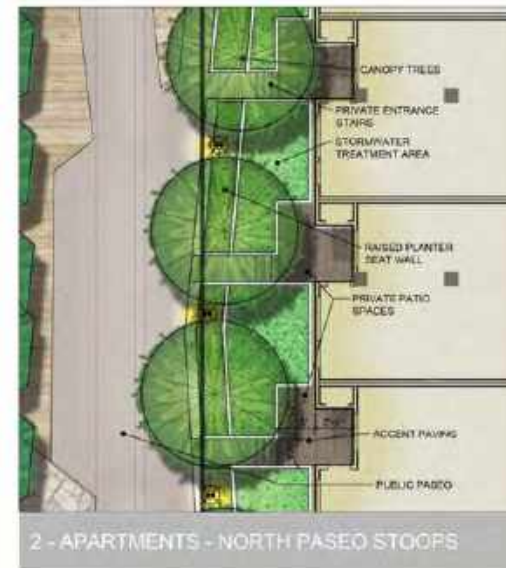
BIKE RACKS

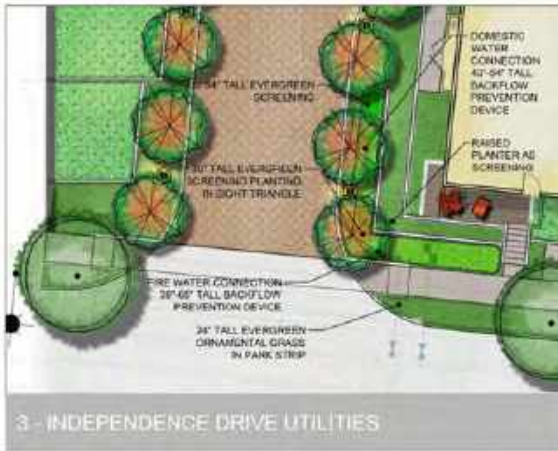
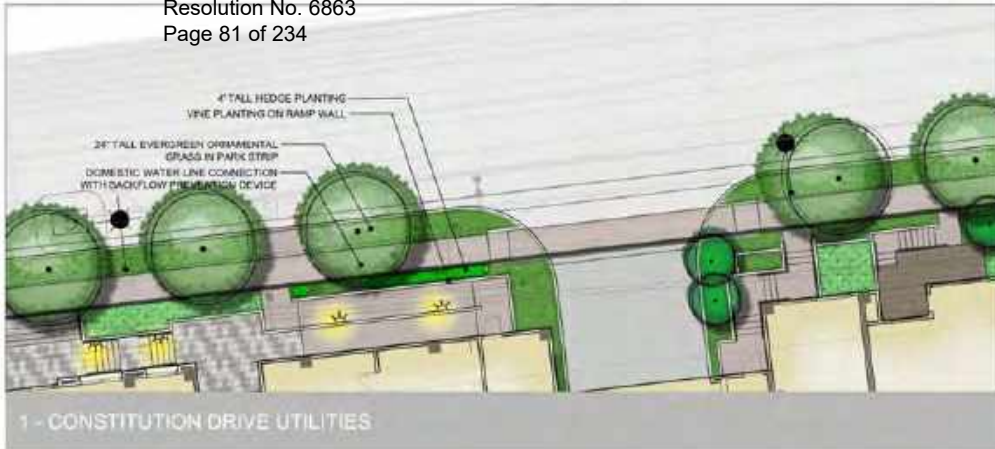


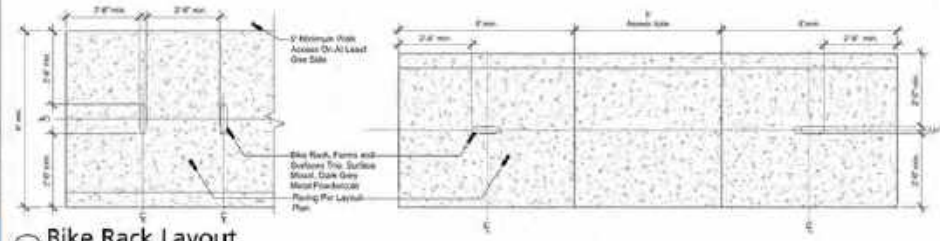
BIKE REPAIR STATION











Bike Rack Layout
Scale: 1/2"=1'-0"



TRASH, RECYCLING, AND COMPOST BINS
CENTRAL PARK CONSERVANCY FROM LANDSCAPE FORMS 2'3" x 3'3"

PROPOSED SITE ELEMENTS



BIKE RACKS
BOLA RACK FROM LANDSCAPE FORMS 30"x72" CLEARANCE ZONE PER RACK



PERIMETER FENCE
72" TALL HORIZONTAL WOOD PLANKS

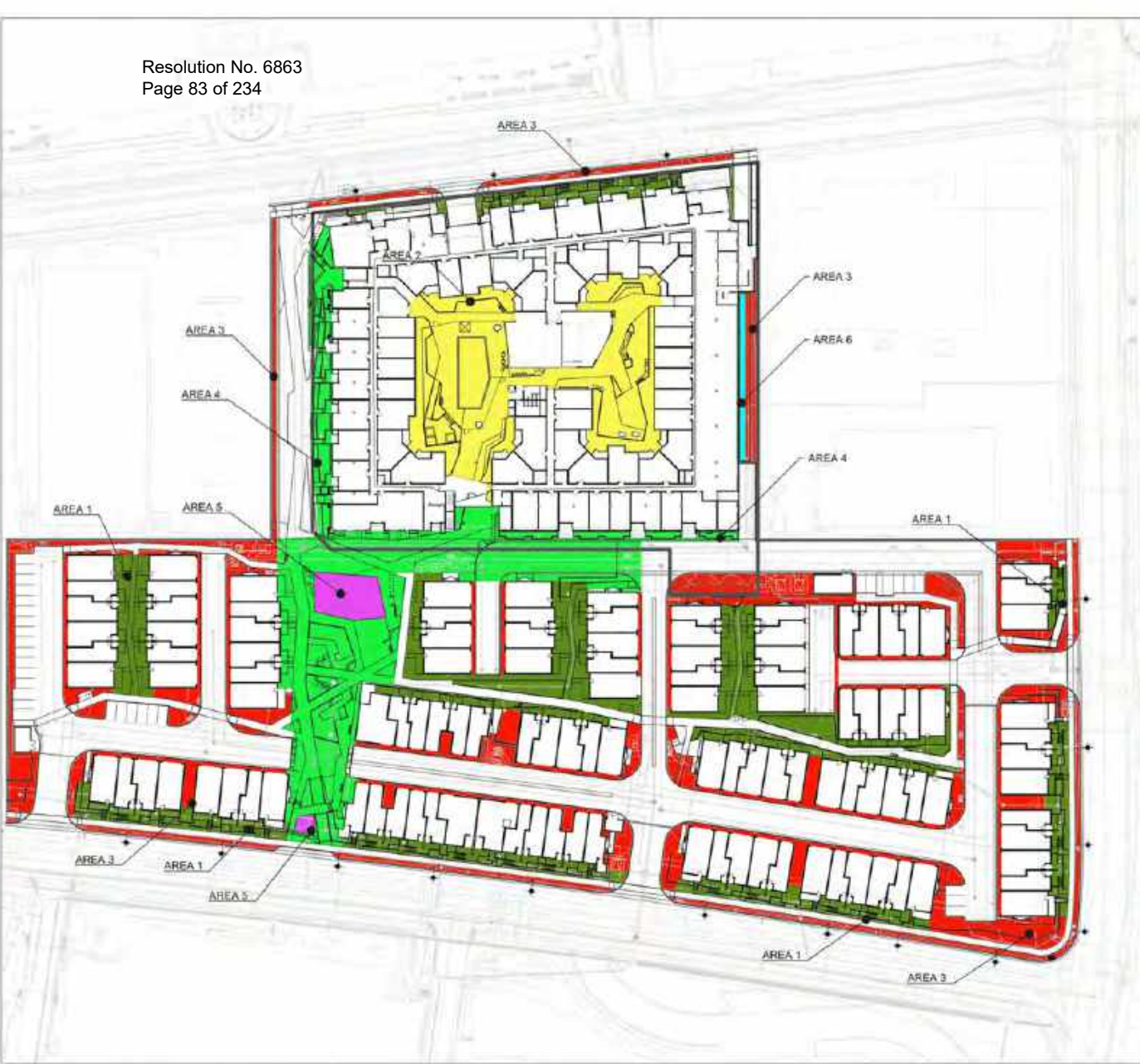


PATIO FENCE
42" TALL HORIZONTAL WOOD PLANKS

Sheet Title:
SITE ELEMENTS

Job No: 20004
Date: 07/15/2023
Scale: 1" = 40'

Sheet No:
L3.01



- AREA 1** COURTYARD GARDENS & RESIDENTIAL STREET FRONTAGE - HARDY, TOLERANT ORNAMENTAL TREES - LOW-MEDIUM WATER USE

--	--	--	--
- AREA 2** PODIUM COURTYARD PALETTE - URBAN, HEAT TOLERANCE - LOW-MEDIUM WATER USE

--	--	--	--
- AREA 3** STREET, DRIVEWAY & PERIMETER PLANTING - HARDY/TOLERANT TO HARSHER, URBAN CONDITIONS - LOW WATER USAGE

--	--	--	--
- AREA 4** PASEO AND EVA PLANTING - FULL SUN AND DRY SOIL - LOW WATER USAGE

--	--	--	--
- AREA 5** TURF - HIGH WATER USE

--
- AREA 6** EAST APARTMENT GARAGE WALL - LOW WATER USE

--

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Landscape Architects | Land Planners
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San Francisco, CA 94111 | www.gp-inc.com

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Sheet Title:
PLANTING PLAN

Job No: 20004
Date: 07/15/2023
Scale: 1" = 40'

Sheet No:
L4.00



WATER USE LEGEND

KEY	WUCOLS CATEGORY
■	Low: 15.2% (47,779 sf)
■	Medium: 21.5% (13,649 sf)
■	High: 3.3% (2,127 sf)

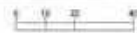
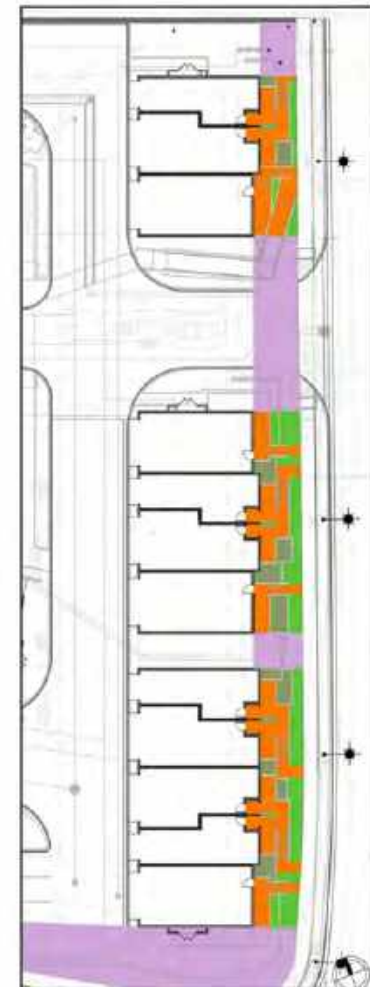
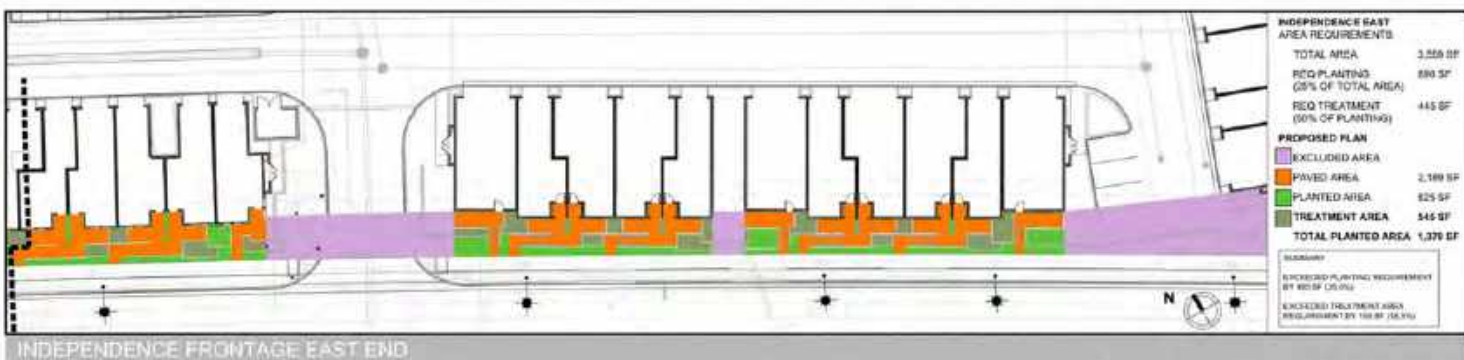
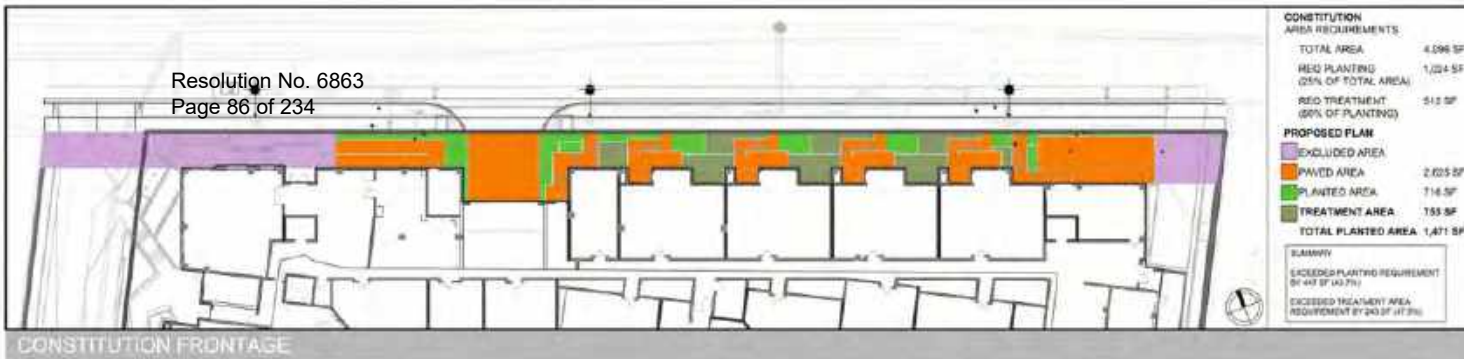
*Based upon total landscape area of 63,537 sf

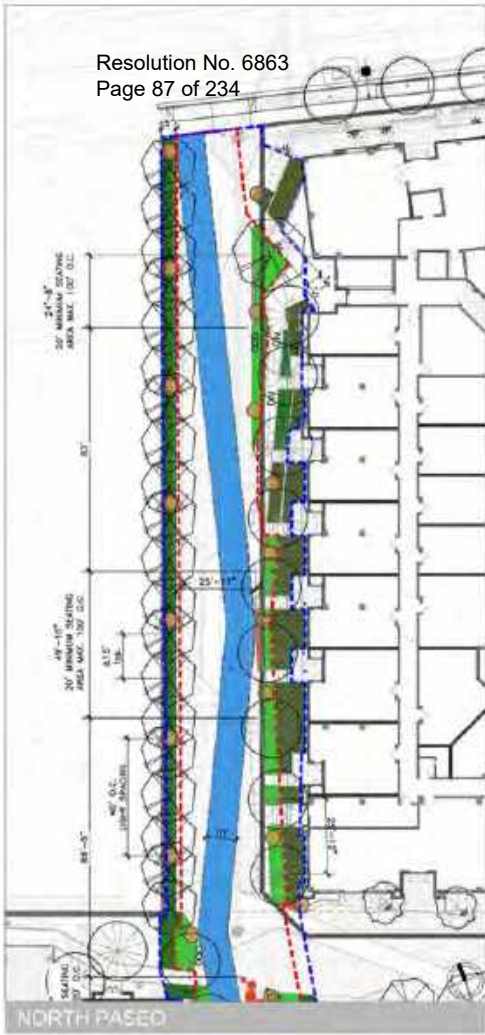
All planted areas are to be watered with an approved automatic underground irrigation system. Potable irrigation water will be delivered by drip irrigation devices. The system shall be designed to make efficient use of water through conservation techniques, and be in compliance with resolution 6261, 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.

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, equipment, materials and supervision required to properly maintain the landscaped areas in an attractive condition and as described in the project maintenance specifications.

Note:
All irrigation within the public right of way shall comply with City Standard Details LS-1 through LS-19 and shall be connected to the on-file water system.

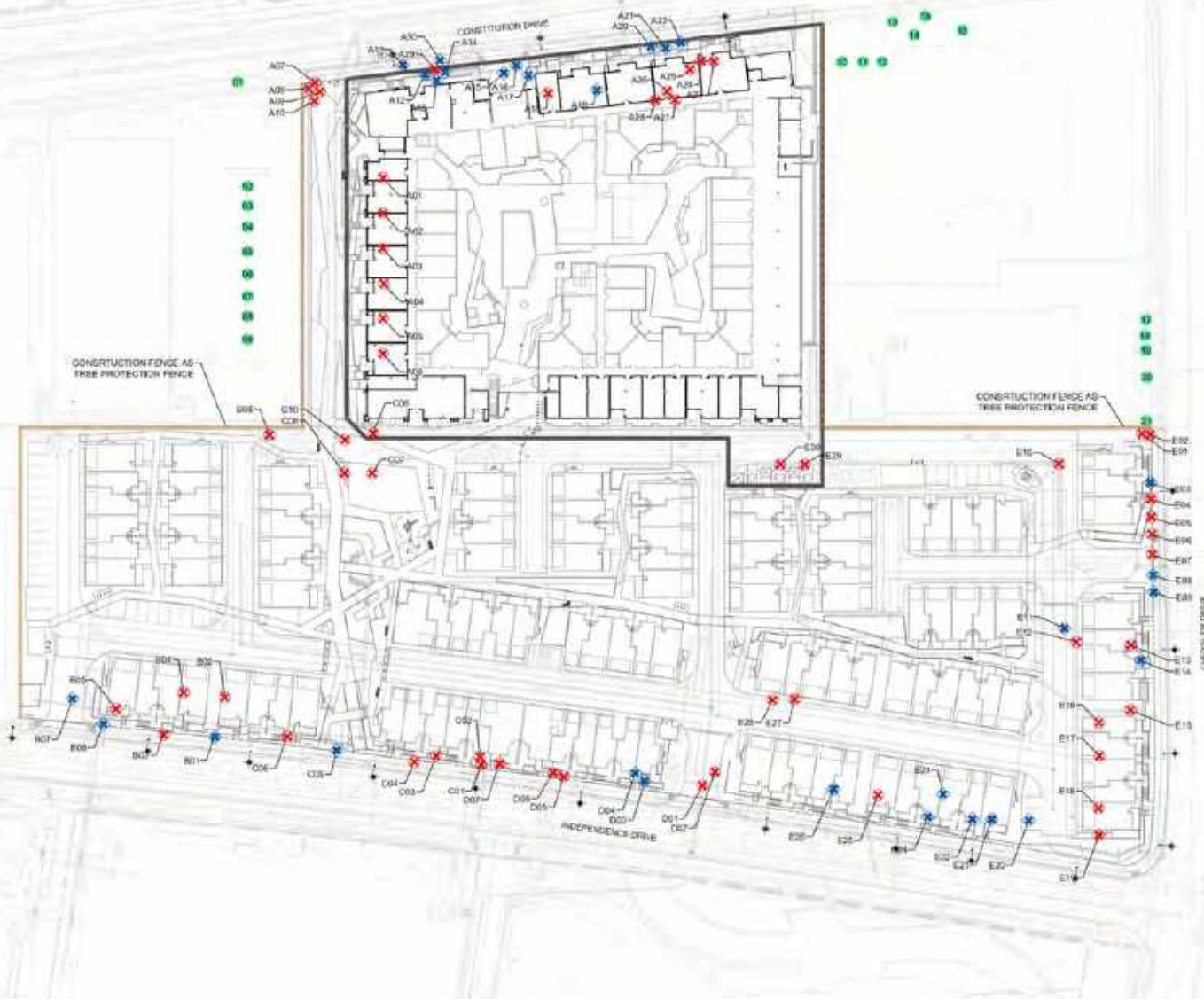




PROJECT CRITERIA	Parameter	Objective	Goal and/or Metric, Metric	Performance Requirements
Planting with a 12" minimum spacing between plants.	Planting Spacing Figure 5, Item 5	The minimum distance between plants at the ends of the rows, including both the top and bottom edges of the rows.	12 feet minimum 12 feet maximum	The plant variety should be selected to suit the site conditions, including soil type, water availability, and maintenance requirements. The plant variety should be selected to suit the site conditions, including soil type, water availability, and maintenance requirements.
Planting with a 12" minimum spacing between plants.	Planting Spacing Figure 5, Item 5	The minimum distance between plants at the ends of the rows, including both the top and bottom edges of the rows.	12 feet minimum 12 feet maximum	The plant variety should be selected to suit the site conditions, including soil type, water availability, and maintenance requirements. The plant variety should be selected to suit the site conditions, including soil type, water availability, and maintenance requirements.
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Planting with a 12" minimum spacing between plants.	Planting Spacing Figure 5, Item 5	The minimum distance between plants at the ends of the rows, including both the top and bottom edges of the rows.	12 feet minimum 12 feet maximum	The plant variety should be selected to suit the site conditions, including soil type, water availability, and maintenance requirements. The plant variety should be selected to suit the site conditions, including soil type, water availability, and maintenance requirements.
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Planting with a 12" minimum spacing between plants.	Planting Spacing Figure 5, Item 5	The minimum distance between plants at the ends of the rows, including both the top and bottom edges of the rows.	12 feet minimum 12 feet maximum	The plant variety should be selected to suit the site conditions, including soil type, water availability, and maintenance requirements. The plant variety should be selected to suit the site conditions, including soil type, water availability, and maintenance requirements.

CYCLIZATION
Total Area of Paved Walks 11,307 SF
Paved Area of Paved Walks 5,845 SF (52%) of Total Walk Area
Total Area of Paved Sidewalk 3,853 SF
Paved Area of Paved Sidewalk 4,195 SF (52%) of Total Sidewalk Area
Stormwater Treatment Planting Area of Paved Sidewalk 5,184 SF (52%) of Paved Sidewalk Area





TREE DISPOSITION LEGEND

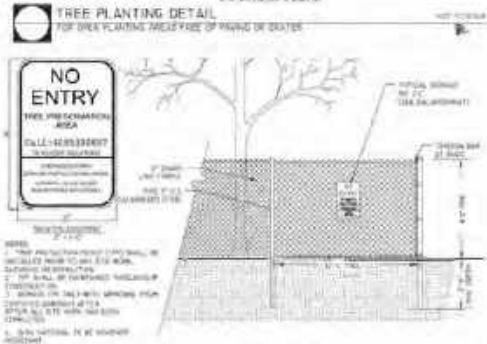
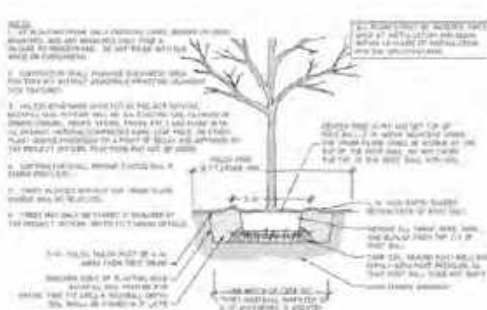
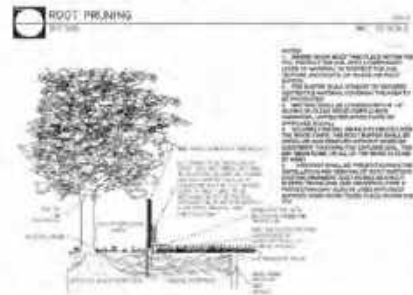
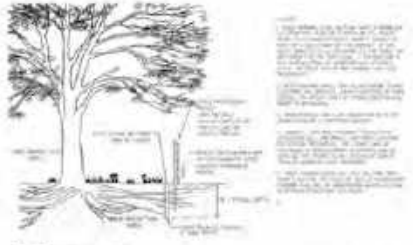
KEY	DESCRIPTION	QUANTITY
A07	EXISTING TREE TO BE REMOVED	56
A07	EXISTING HERITAGE TREE TO BE REMOVED	29
	OFFSITE TREES TO REMAIN	21

28 HERITAGE TREES AND 26 NON-HERITAGE TREES PROPOSED FOR REMOVAL
HERITAGE TREE MITIGATION RATIO 2:1
(15 GALLON BOX SEE SCHEDULE)
(58) HERITAGE TREE REPLACEMENTS REQUIRED
(258) NEW TREES PROPOSED AT MINIMUM 15 GALLON SIZE - MITIGATION REQUIREMENT EXCEEDED BY (30)
SEE SHEET L8.01 TREE PLANTING PLAN

Tree Disposition Plan Notes:
1. See Arbores Report for full tree evaluation notes and data.
2. Tree Disposition Plan has been prepared based on topographic survey provided by civil engineers. See Arbores Report prepared by FWA Landscape Services dated on October 19, 2021 for tree evaluation details. The Report has been updated as reflected in the Arbores Additional Comments Dated January 15, 2022 based on the site visit on December 30, 2021.
3. Tree inventory in arbores report is divided by parcel address. See Key below for tree number in correspondence to arbores report.

Tree # in Plan	Parcel Address
A01 - A26	130 Constitution Dr, Menlo Park, CA 94025
B01 - B08	115 Independence Dr, Menlo Park, CA 94025
C01 - C10	125-125 Independence Dr, Menlo Park, CA 94025
D01 - D07	127 Independence Dr, Menlo Park, CA 94025
E01 - E30	1305 Chrysler Dr, Menlo Park, CA 94025





Tree Protection and Preservation Plan

The objective of this plan is to protect the existing trees on the site and to preserve the trees that are to be removed. The plan includes a list of trees to be protected, a list of trees to be removed, and a list of trees to be preserved. The plan also includes a list of trees to be planted and a list of trees to be maintained.

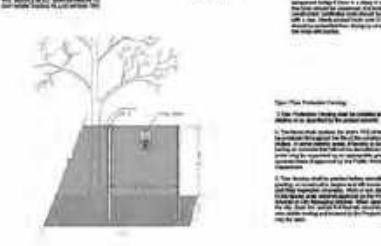
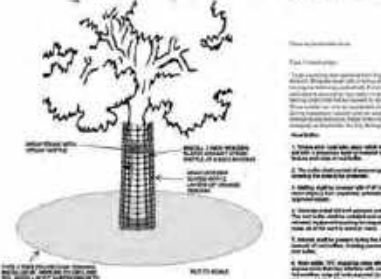
- Section I - Pre-Construction**
1. The contractor shall submit a list of trees to be protected to the Project Architect (P.A.) and the Project Engineer (P.E.) for review and approval. The list shall include the species, size, and location of each tree.
 2. The contractor shall submit a list of trees to be removed to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
 3. The contractor shall submit a list of trees to be preserved to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
 4. The contractor shall submit a list of trees to be planted to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
 5. The contractor shall submit a list of trees to be maintained to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.

- Section II - Tree Protection (TP)**
1. The contractor shall install a 6-foot high chain link fence around the critical root zone (CRZ) of each tree to be protected. The fence shall be supported by posts that are 4 feet apart. The fence shall be placed around the CRZ of the tree.
2. The contractor shall install a 'NO ENTRY' sign at the entrance to the CRZ of each tree to be protected. The sign shall be 18 inches wide and 24 inches high. It shall have a black background with white text that reads 'NO ENTRY TREE PROTECTION AREA'.
3. The contractor shall install a 'FULL-HEIGHT TREE PROTECTION FENCE' around the base of each tree to be protected. The fence shall be 6 feet high and made of chain link. It shall be supported by posts that are 4 feet apart. The fence shall be placed around the base of the tree.

- Section III - Vegetation Schedule**
1. The contractor shall submit a vegetation schedule to the P.A. and P.E. for review and approval. The schedule shall include a list of trees to be protected, a list of trees to be removed, and a list of trees to be preserved. The schedule shall also include a list of trees to be planted and a list of trees to be maintained.
2. The contractor shall submit a list of trees to be protected to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
3. The contractor shall submit a list of trees to be removed to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
4. The contractor shall submit a list of trees to be preserved to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
5. The contractor shall submit a list of trees to be planted to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
6. The contractor shall submit a list of trees to be maintained to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.

7. The contractor shall submit a list of trees to be protected to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
8. The contractor shall submit a list of trees to be removed to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
9. The contractor shall submit a list of trees to be preserved to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
10. The contractor shall submit a list of trees to be planted to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
11. The contractor shall submit a list of trees to be maintained to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.

- Section IV - Tree Mitigation**
1. The contractor shall submit a tree mitigation plan to the P.A. and P.E. for review and approval. The plan shall include a list of trees to be protected, a list of trees to be removed, and a list of trees to be preserved. The plan shall also include a list of trees to be planted and a list of trees to be maintained.
2. The contractor shall submit a list of trees to be protected to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
3. The contractor shall submit a list of trees to be removed to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
4. The contractor shall submit a list of trees to be preserved to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
5. The contractor shall submit a list of trees to be planted to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.
6. The contractor shall submit a list of trees to be maintained to the P.A. and P.E. for review and approval. The list shall include the species, size, and location of each tree.





WALL LIGHT
BEGA SS 95 LED RECESSED WALL LIGHT



POLE LIGHT
BEGA BE RELED-POLE TOP LIGHTS

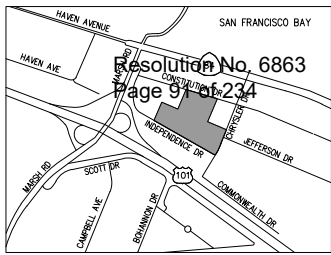


BOLLARD LIGHT
BEGA BT 75/25/25/25 LED BOLLARDS (VARIOUS HEIGHTS)



PARK AREA LIGHT
HIRE 4 FT SINGLE COLUMN SPIRAL 24 FT POLE





VICINITY MAP

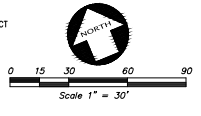
NOT TO SCALE

PROJECT DATA CONTINUED

- 19. THIS PLOT WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, DATED MAY 27, 2020, ORDER NUMBER NCS-720714-M-SC. 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.
- 20. ADDITIONAL EASEMENTS MAY BE NECESSARY. ANY ADDITIONAL EASEMENT REQUIREMENTS WILL BE DETERMINED AS THE PROJECT EVOLVES.
- 21. IN ACCORDANCE WITH SUBDIVISION MAP ACT SECTION 66456.1, MULTIPLE FINAL MAPS (OR PARCEL MAPS, SEE MAP ACT SECTION 66426(C)) MAY BE FILED UNDER THE APPROVAL OR CONDITIONAL APPROVAL OF THIS TENTATIVE MAP.
- 22. UTILITIES:
 - STORM DRAINAGE CITY OF MENLO PARK
 - SANITARY SEWER WEST BAY SANITARY DISTRICT
 - WATER MENLO PARK MUNICIPAL WATER
 - GAS PACIFIC GAS & ELECTRIC
 - ELECTRIC PACIFIC GAS & ELECTRIC
 - AT&T AT&T
 - CABLE COMCAST
 - FIRE MENLO PARK FIRE PROTECTION DISTRICT

LEGEND & ABBREVIATIONS

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- EXISTING EASEMENT LINE
- PUBLIC UTILITY EASEMENT

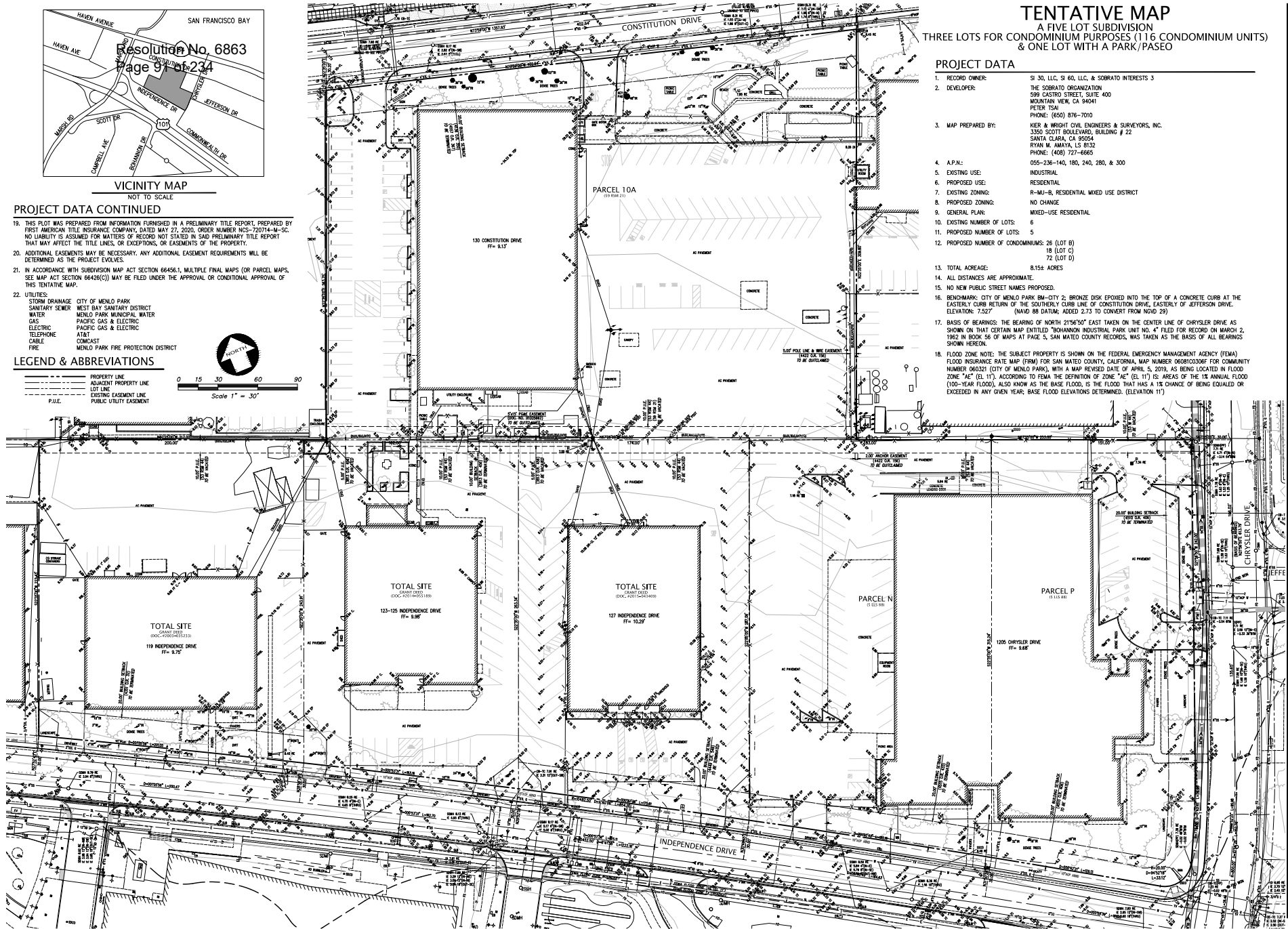


TENTATIVE MAP

A FIVE LOT SUBDIVISION
THREE LOTS FOR CONDOMINIUM PURPOSES (116 CONDOMINIUM UNITS)
& ONE LOT WITH A PARK/PASEO

PROJECT DATA

1. RECORD OWNER: SI 30, LLC, SI 60, LLC, & SOBRATO INTERESTS 3
2. DEVELOPER: THE SOBRATO ORGANIZATION
599 CASTRO STREET, SUITE 400
MOUNTAIN VIEW, CA 94041
PETER TSAI
PHONE: (650) 876-7010
3. MAP PREPARED BY: KIER + WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.
3350 SCOTT BOULEVARD, BUILDING # 22
SANTA CLARA, CA 95054
RYAN M. MAYAYA, LS 0532
PHONE: (408) 727-6665
4. A.P.N.: 055-236-140, 180, 240, 280, & 300
5. EXISTING USE: INDUSTRIAL
6. PROPOSED USE: RESIDENTIAL
7. EXISTING ZONING: R-MU-B, RESIDENTIAL MIXED USE DISTRICT
8. PROPOSED ZONING: NO CHANGE
9. GENERAL PLAN: MIXED-USE RESIDENTIAL
10. EXISTING NUMBER OF LOTS: 6
11. PROPOSED NUMBER OF LOTS: 5
12. PROPOSED NUMBER OF CONDOMINIUMS: 26 (LOT B)
18 (LOT C)
72 (LOT D)
13. TOTAL ACREAGE: 8.15± ACRES
14. ALL DISTANCES ARE APPROXIMATE.
15. NO NEW PUBLIC STREET NAMES PROPOSED.
16. BENCHMARK: CITY OF MENLO PARK BM-CITY 2; BRONZE DISK EPOXIED INTO THE TOP OF A CONCRETE CURB AT THE EASTERLY CURB RETURN OF THE SOUTHERLY CURB LINE OF CONSTITUTION DRIVE, EASTERLY OF JEFFERSON DRIVE. ELEVATION: 7.527' (NAVD 88 DATUM; ADDED 2.73 TO CONVERT FROM NAVD 29)
17. BASIS OF BEARINGS: THE BEARING OF NORTH 21°54'50" EAST TAKEN ON THE CENTER LINE OF CHRYSLER DRIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "GOSHAWK INDUSTRIAL PARK UNIT NO. 4" FILED FOR RECORD ON MARCH 2, 1962 IN BOOK 56 OF MAPS AT PAGE 5, SAN MATEO COUNTY RECORDS, WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.
18. FLOOD ZONE NOTE: THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SAN MATEO COUNTY, CALIFORNIA, MAP NUMBER 08010202F FOR COMMUNITY NUMBER 060321 (CITY OF MENLO PARK), WITH A MAP REVISED DATE OF APRIL 5, 2019, AS BEING LOCATED IN FLOOD ZONE "AE" (EL. 11'). ACCORDING TO FEMA THE DEFINITION OF ZONE "AE" (EL. 11') IS AREAS OF THE 1% ANNUAL FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR; BASE FLOOD ELEVATIONS DETERMINED. (ELEVATION 11')



123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
EXISTING CONDITIONS

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

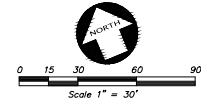
Sheet No.:
TM1



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San Jose, California 95128
Phone: (408) 727-6665
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21, 2019 VLS02 - VLS02 SURVEY MAP 15062-3-TM-01.dwg, 7-17-23, 02:07:50 PM, TM1

CONSTITUTION DRIVE



LEGEND

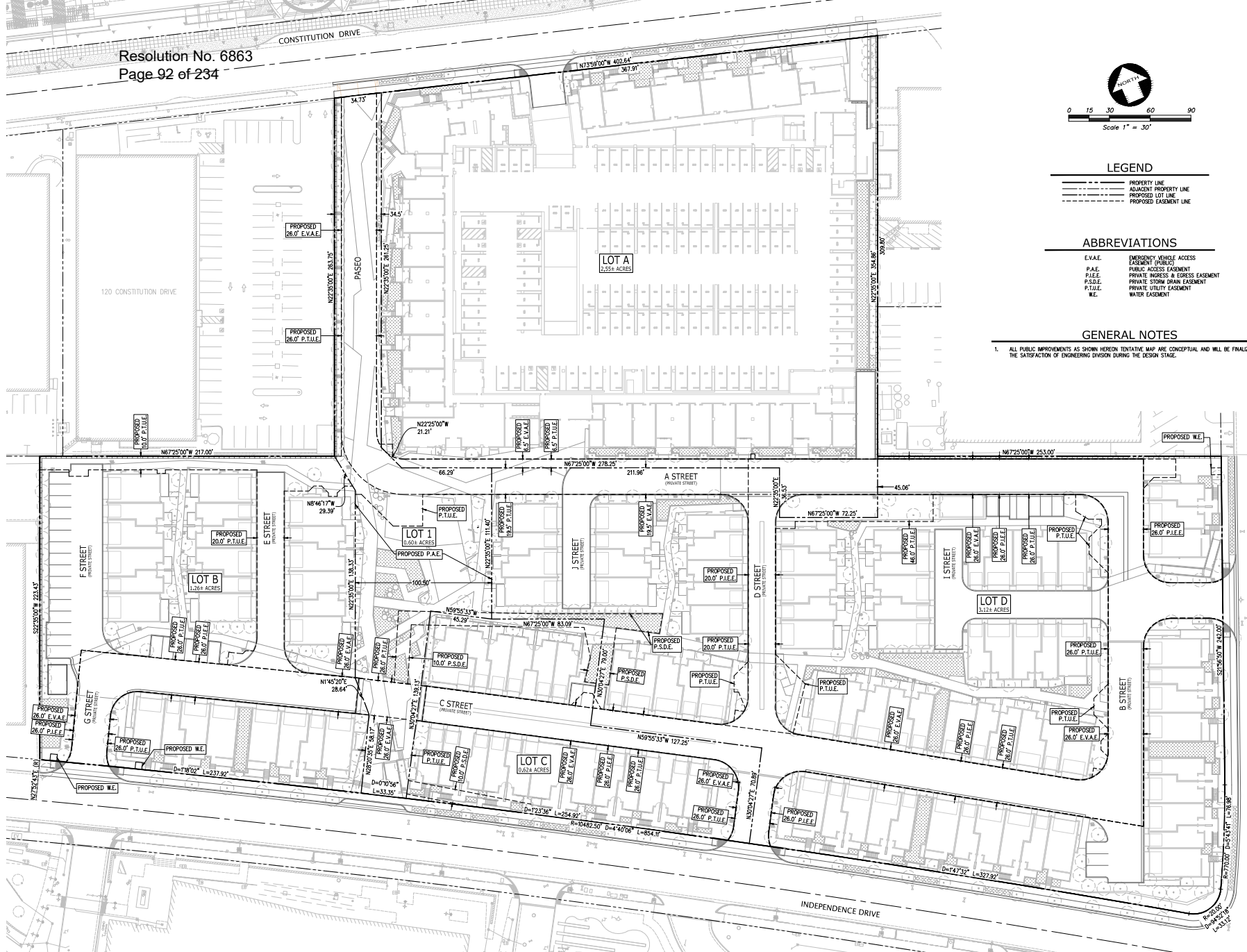
- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- PROPOSED LOT LINE
- - - PROPOSED EASEMENT LINE

ABBREVIATIONS

- E.V.A.E. EMERGENCY VEHICLE ACCESS EASEMENT (P.S.D.)
- P.A.E. PUBLIC ACCESS EASEMENT
- P.I.E. PRIVATE WALKWAY & EGRESS EASEMENT
- P.S.D.E. PRIVATE STORM DRAIN EASEMENT
- P.T.U.E. PRIVATE UTILITY EASEMENT
- W.E. WATER EASEMENT

GENERAL NOTES

1. ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.



123 Independence
Menlo Park, CA

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Mountain View, CA

Sheet Title:
**PROPOSED
CONDITIONS**

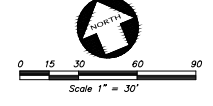
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Drawn By: MC

Sheet No.:
TM2



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Z:\2023\151042-3\2023 SURVEY MAPS\151042-3-14-PROP.dwg 7-17-23 02:08:26 PM hntls



LEGEND

ASR	AUTOMATIC SPRINKLER RISER	X"SD	STORM DRAIN LINE
AU	ACCESSIBLE UNITS	□	AREA DRAIN
BLDG	BUILDING	□	STORM DRAIN CATCH BASIN
BOV	BLOWOFF VALVE	□	STORM DRAIN JUNCTION BOX
CB	CATCH BASIN	□	AUTOMATIC SPRINKLER RISER
EX	EXISTING	□	BACK FLOW PREVENTION DEVICE
FF	FIRST FLOOR	□	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT	□	FIRE HYDRANT & VALVE
FS	FIRE SERVICE	□	POST INDICATOR VALVE
RSP	REINFORCED CONCRETE PIPE	□	SANITARY SEWER MANHOLE
RE	RIM ELEVATION	□	SINGLE CHECK VALVE
RET	RETAINING WALL	□	STORM DRAIN MANHOLE
SD	STORM DRAIN	□	WATER METER
SS	SANITARY SEWER	□	FLOW THROUGH PLANTER, SEE DETAIL ON SHEET C5.1
SSMH	STORM DRAIN MANHOLE	□	RETAINING WALL
WM	WATER METER	□	RAIN WATER LEADER
WS	WATER SERVICE	□	RAIN WATER LEADER
SE	SPOT ELEVATION	□	RAIN WATER LEADER
ES	EXISTING UTILITY TO BE ABANDONED BY REMOVAL	□	TYPICAL
FS	FIRE SERVICE	□	PUMP
SS	SANITARY SEWER	□	LIGHTING
---	ADJACENT PROPERTY LINE		
---	PROPOSED LOT LINE		
---	PROPOSED EASEMENT LINE		

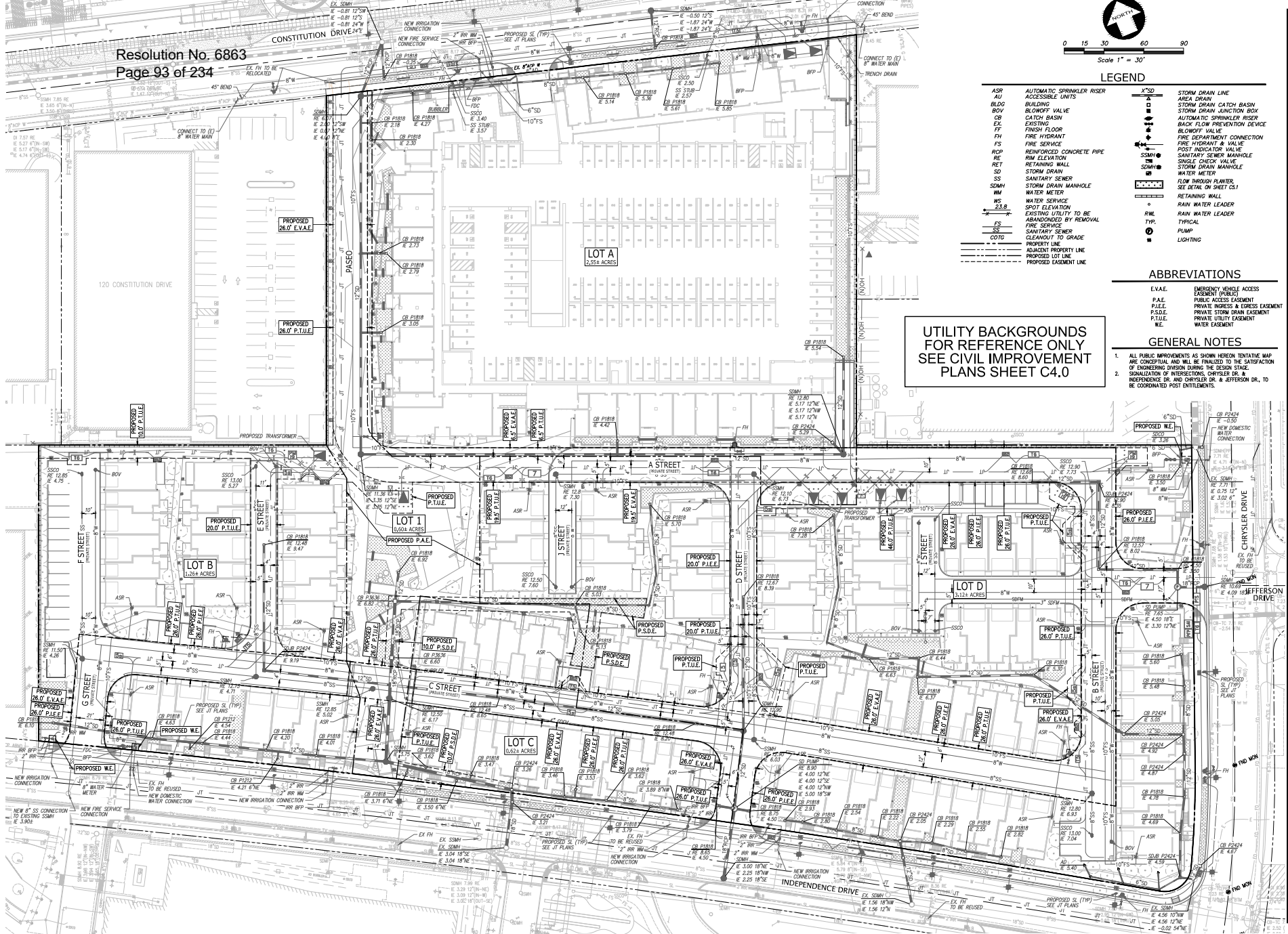
ABBREVIATIONS

E.V.A.E.	EMERGENCY VEHICLE ACCESS
E.A.S.M.	EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
P.A.E.E.	PRIVATE ACCESS & EGRESS EASEMENT
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
P.T.U.E.	PRIVATE UTILITY EASEMENT
W.E.	WATER EASEMENT

GENERAL NOTES

1. ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.
2. SIGNALIZATION OF INTERSECTIONS, CHRYSLER DR. & INDEPENDENCE DR. AND CHRYSLER DR. & JEFFERSON DR., TO BE COORDINATED POST ENTITLEMENTS.

UTILITY BACKGROUNDS FOR REFERENCE ONLY
SEE CIVIL IMPROVEMENT PLANS SHEET C4.0



123 Independence
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Mountain View, CA

Sheet Title:
PROPOSED UTILITIES

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

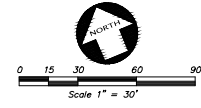
Sheet No.:
TM3



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CONSTITUTION DRIVE

120 CONSTITUTION DRIVE



LEGEND

- PROPERTY LINE
- - - ADJACENT PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED EASEMENT LINE
- EMERGENCY VEHICLE ACCESS EASEMENT
- E.V.A.E.
- P.T.U.E.
- PRIVATE UTILITY EASEMENT

GENERAL NOTES

1. ALL PUBLIC IMPROVEMENTS AS SHOWN HEREON TENTATIVE MAP ARE CONCEPTUAL AND WILL BE FINALIZED TO THE SATISFACTION OF ENGINEERING DIVISION DURING THE DESIGN STAGE.

LOT A
2.95+ ACRES

PROPOSED
E.V.A.E.

PROPOSED
E.V.A.E.

PROPOSED
E.V.A.E.

PROPOSED
E.V.A.E.

PROPOSED
E.V.A.E.

PROPOSED
P.T.U.E.

PROPOSED
P.T.U.E.

PROPOSED
P.T.U.E.

LOT 1
1.60+ ACRES

LOT B
1.26+ ACRES

LOT C
3.74+ ACRES

CHRYSLER DRIVE

JEFFERSON DRIVE

END WORK

END WORK

INDEPENDENCE DRIVE

123 Independence
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Mountain View, CA

Sheet Title:
PHASE 1

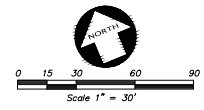
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Sheet No:
TM4



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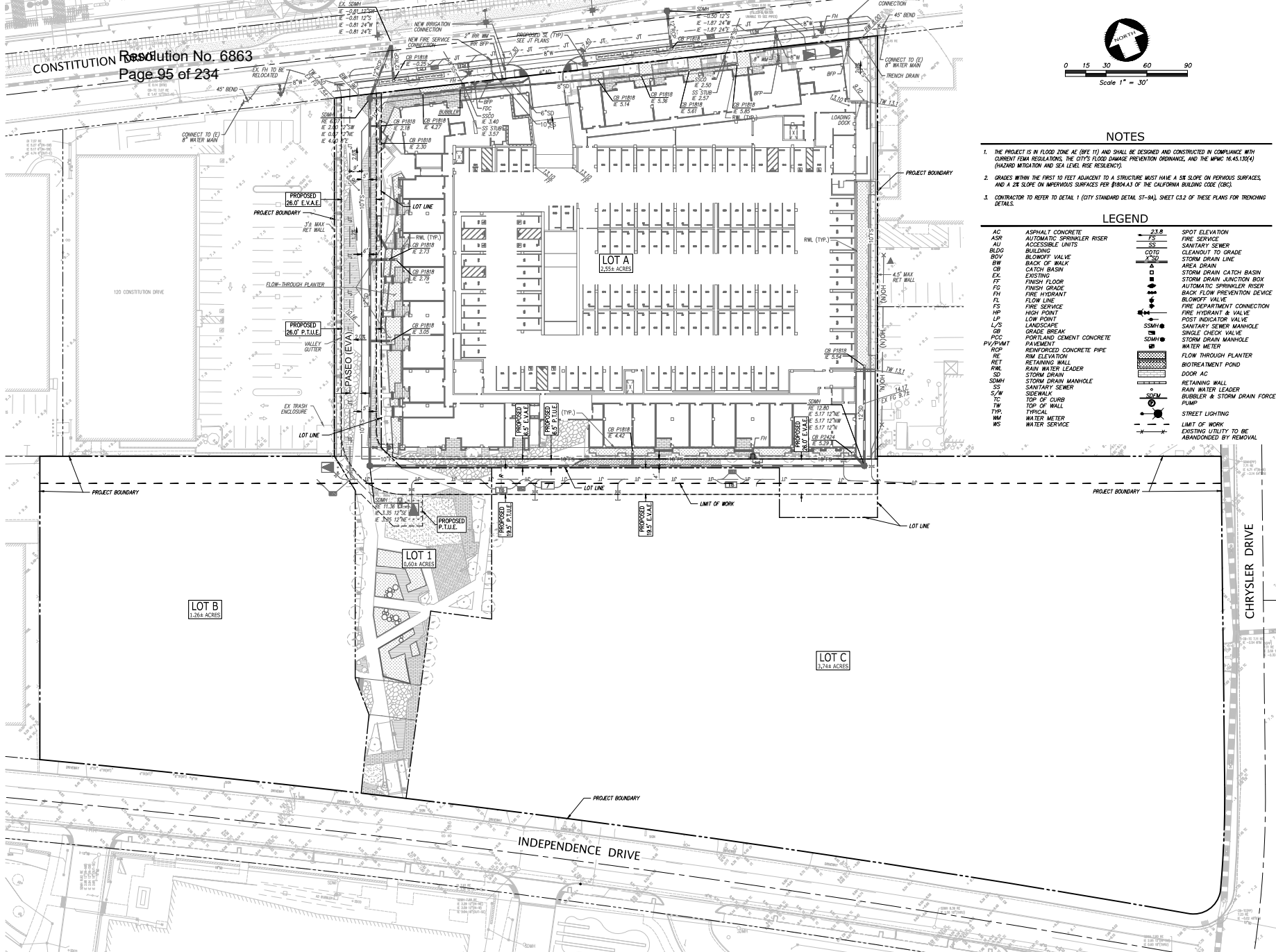


NOTES

1. THE PROJECT IS IN FLOOD ZONE AE (BE 1) AND SHALL BE DESIGNED AND CONSTRUCTED IN COMPLIANCE WITH CURRENT FEMA REGULATIONS, THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE, AND THE MPMIC 16.45.100(4) (HAZARD MITIGATION AND SEA LEVEL RISE RESILIENCY).
2. GRADES WITHIN THE FIRST 10 FEET ADJACENT TO A STRUCTURE MUST HAVE A 5% SLOPE ON PERVIOUS SURFACES, AND A 2% SLOPE ON IMPERVIOUS SURFACES PER §18044.3 OF THE CALIFORNIA BUILDING CODE (CBC).
3. CONTRACTOR TO REFER TO DETAIL 1 (CITY STANDARD DETAIL 81-84), SHEET C3.2 OF THESE PLANS FOR TRENCHING DETAILS.

LEGEND

AC	ASPHALT CONCRETE	FS	SPOT ELEVATION
ASR	AUTOMATIC SPRINKLER RISER	FS	FIRE SERVICE
AU	ACCESSIBLE UNITS	SS	SANITARY SEWER
BLDG	BUILDING	COTG	CLEARWAY TO GRADE
BV	BLOWOFF VALVE	SD	STORM DRAIN LINE
BW	BACK OF WALK	SD	AREA DRAIN
CB	CATCH BASIN	SD	STORM DRAIN CATCH BASIN
CB	EXISTING	SD	STORM DRAIN JUNCTION BOX
FF	FINISH FLOOR	SD	AUTOMATIC SPRINKLER RISER
FG	FINISH GRADE	SD	BACK FLOW PREVENTION DEVICE
FH	FIRE HYDRANT	SD	BLOWOFF VALVE
FL	FLOW LINE	SD	FIRE DEPARTMENT CONNECTION
FS	FIRE SERVICE	SD	FIRE HYDRANT & VALVE
HP	HIGH POINT	SD	POST INDICATOR VALVE
LP	LOW POINT	SD	SANITARY SEWER MANHOLE
L/S	LANDSCAPE	SD	SINGLE CHECK VALVE
GB	GRADE BREAK	SD	STORM DRAIN MANHOLE
PCC	PORTLAND CEMENT CONCRETE	SD	WATER METER
PAV	PAVEMENT	SD	FLOW THROUGH PLANTER
RCP	REINFORCED CONCRETE PIPE	SD	BOTREATMENT POND
RE	RETAINING WALL	SD	DOOR AC
RET	RETAINING WALL	SD	RETAINING WALL
RWL	RAIN WATER LEADER	SD	RAIN WATER LEADER
SD	STORM DRAIN	SD	BUBBLER & STORM DRAIN FORCE MAIN PUMP
SS	SANITARY SEWER	SD	STREET LIGHTING
S/W	SIDEWALK	SD	LIMIT OF WORK
TC	TOP OF CURB	SD	EXISTING UTILITY TO BE ABANDONED BY REMOVAL
TW	TYPICAL	SD	
TYP	TYPICAL	SD	
MM	WATER METER	SD	
WS	WATER SERVICE	SD	



123 Independence Phase 1
Menlo Park, CA

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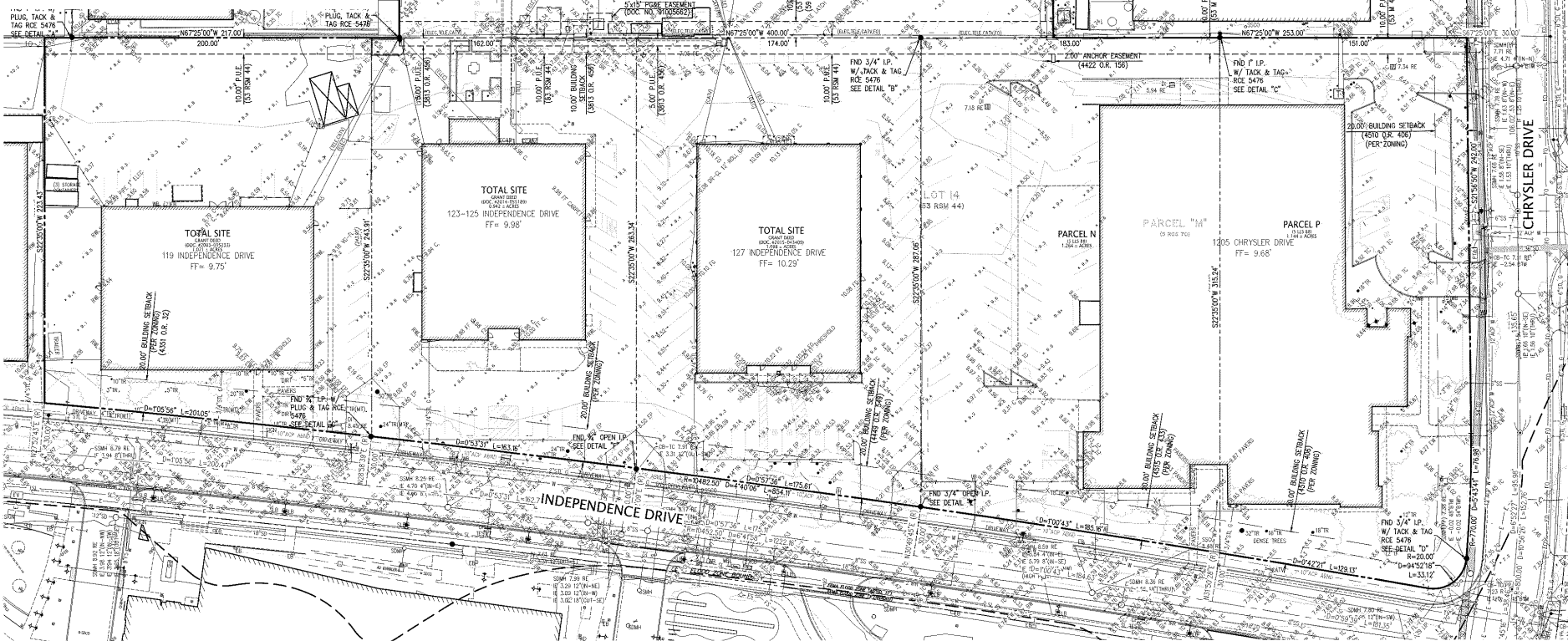
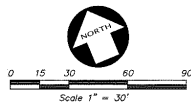
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**GRADING & UTILITY PLAN
PHASE 1**
Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
TM5

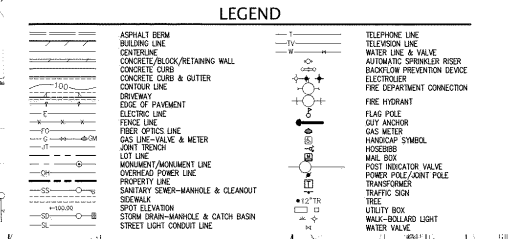
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NOTES

- THIS PLOT WAS PREPARED FROM INFORMATION FURNISHED IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED OCTOBER 09, 2015, ORDER NUMBER NS-763122-SC, A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED SEPTEMBER 24, 2015, ORDER NUMBER NS-727552-4, AND A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED APRIL 17, 2015, ORDER NUMBER NS-720093-SC, AND IN A PRELIMINARY TITLE REPORT, PREPARED BY FIRST AMERICAN TITLE COMPANY, DATED APRIL 17, 2015, ORDER NUMBER NS-720093-SC, AND IN A PRELIMINARY TITLE REPORT, DATED FEBRUARY 18, 2015, ORDER NUMBER NS-725212-SC. NO LIABILITY IS ASSUMED FOR MATTERS OF RECORD NOT STATED IN SAID PRELIMINARY TITLE REPORT THAT MAY AFFECT THE 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. (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 UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
- BENCHMARK: CITY OF MENLO PARK DM-CITY 2 BRONZE DISK EMBEDDED INTO THE TOP OF A CONCRETE CURB AT THE EASTERLY CURB RETURN OF THE SOUTHERLY CURB LINE OF CONSTITUTION DRIVE, EASTERLY OF JEFFERSON DRIVE.
(NAVD 88 DATUM, ADDED 2.73 TO CONVERT FROM NAVD 29)
ELEVATION: 7.522'
- FLOOD ZONE NOTE:
THE SUBJECT PROPERTY IS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) FOR SAN MATEO COUNTY, CALIFORNIA, MAP NUMBER 680803006F FOR COMMUNITY NUMBER 680301 (CITY OF MENLO PARK), WITH A MAP REVISED DATE OF APRIL 5, 2016, AS BEING LOCATED IN FLOOD ZONE "AE"(EL 11').
ACCORDING TO FEMA THE DEFINITION OF ZONE "AE"(EL 11') IS: AREAS OF THE 1% ANNUAL FLOOD (100-YEAR FLOOD), ALSO KNOWN AS THE BASE FLOOD, IS THE FLOOD THAT HAS A 1% CHANCE OF BEING EQUALLED OR EXCEEDED IN ANY GIVEN YEAR; BASE FLOOD ELEVATIONS DETERMINED. (ELEVATION 11')
- BASIS OF BEARINGS:
THE BEARING OF NORTH 21°52'00" EAST TAKEN ON THE CENTERLINE OF CHRYSLER DRIVE AS SHOWN ON THAT CERTAIN MAP ENTITLED "BOHANNAN INDUSTRIAL PARK UNIT NO.4" FILED FOR RECORD ON MARCH 2, 1962 IN BOOK 56 OF MAPS AT PAGE 5, SAN MATEO COUNTY RECORDS WAS TAKEN AS THE BASIS OF ALL BEARINGS SHOWN HEREON.



ABBREVIATIONS	
AC	ASPHALT CONCRETE
ADP	ASBESTOS CONCRETE PIPE
AD	AREA DRAIN
ASPH	ASPHALT
BR	BOTTOM OF HAMP
BS	BOTTOM OF STAMP
BTM	BOTTOM
BW	BACK OF WALK
C/CONC	CONCRETE
CATV	CABLE TELEVISION
CB	CATCH BASIN
CO	CLEAN OUT TO GRADE
COND	CONDUIT
CP	CATHODIC PROTECTION
DOC.	DOCUMENT
DI	DROP INLET
DIP	DUCTILE IRON PIPE
DWY	DRIVEWAY
E	EAST
EB	ELECTRIC BOX
ECAB	ELECTRIC CABINET
ELEC	ELECTRICAL
EM	ELECTRIC METER
EP	ELECTRIC OUTLET
EV	EDGE OF PAVEMENT
EV	ELECTRIC VAULT
EW	EDGE OF WALK
FF	FRESH FLOOD
FL	FLOW LINE
FND	FOUND
FOB	FIBER OPTIC BOX
FOHM	FIBER OPTIC MANHOLE
CV	GAS VALVE
IB	IRRIGATION BOX
ICB	IRRIGATION CONTROL BOX
IE	INVERT ELEVATION
IP	IRON PIPE
L/S	LANDSCAPE
LIP	LIP OF GUTTER
M	MAPS
MH	MANHOLE
MON	MONUMENT
N	NORTH
NO.	NUMBER
O.R.	OFFICIAL RECORD
PED	PEDESTAL
PL	PLASTIC
PP	PER PLAN
PRT	PACIFIC TELEPHONE & TELEGRAPH
P.U.E.	PUBLIC UTILITY EASEMENT
RCE	REGISTERED CIVIL ENGINEER
RE	RM ELEVATION
RND	ROUND
RND	RECORDED SUBDIVISION MAP
RLW	RAIN WATER LEADER
S	SOUTH
SDCO	STORM DRAIN CLEAN OUT
SDM	STORM DRAIN MANHOLE
SLS	STREET LIGHT BOX
SQ	SQUARE
SSB	SANITARY SEWER BOX
SSCO	SANITARY SEWER CLEAN OUT
SSMH	SANITARY SEWER MANHOLE
STL	STEEL
TB	TELEPHONE BOX
TC	TOP OF CURB
TCAB	TELEPHONE CABINET
TE	TRASH ENCLOSURE
TELE	TELEPHONE
TMH	TELEPHONE MANHOLE
TS	TOP OF STEP
UB	UTILITY BOX
UV	UTILITY VAULT
VV	VALLEY GUTTER
W	WEST
W/H	WATER
WB	WATER BOX
WM	WATER METER



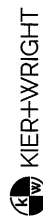
123 Independence
Menlo Park, CA

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Mountain View, CA

Sheet Title:
TOPOGRAPHIC SURVEY

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
C1.0



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CONSTITUTION DRIVE

CHRYSLER DRIVE

INDEPENDENCE DRIVE

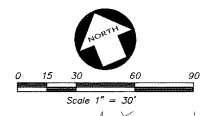
130 CONSTITUTION DRIVE
TWO STORY CONCRETE BUILDING
25.2' - BUILDING HEIGHT
25,528 SQ. FT.
(PER EXTERIOR DIMENSIONS)
APN: 055-236-280

123 & 125 INDEPENDENCE DRIVE
ONE-STORY CONCRETE BUILDING
20.2' - BUILDING HEIGHT
12,335 ± SQ. FT.
(PER EXTERIOR DIMENSIONS)
APN: 055-236-140

127 INDEPENDENCE DRIVE
ONE STORY CONCRETE BUILDING
19.4' - BUILDING HEIGHT
13,822 SQ. FT.
(PER EXTERIOR DIMENSIONS)
APN: 055-236-240

1205 CHRYSLER DRIVE
ONE STORY BUILDING
17.0' - BUILDING HEIGHT
39,502 ± SQ. FT.
(PER EXTERIOR DIMENSIONS)
APN: 055-236-300

119 INDEPENDENCE DRIVE
ONE-STORY CONCRETE BUILDING
16.3' - BUILDING HEIGHT
12,996 ± SQ. FT.
(PER EXTERIOR DIMENSIONS)
APN: 055-236-180



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Sheet Title:
EXISTING SITE PLAN

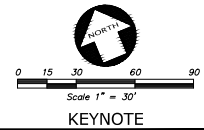
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Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No:
C1.1



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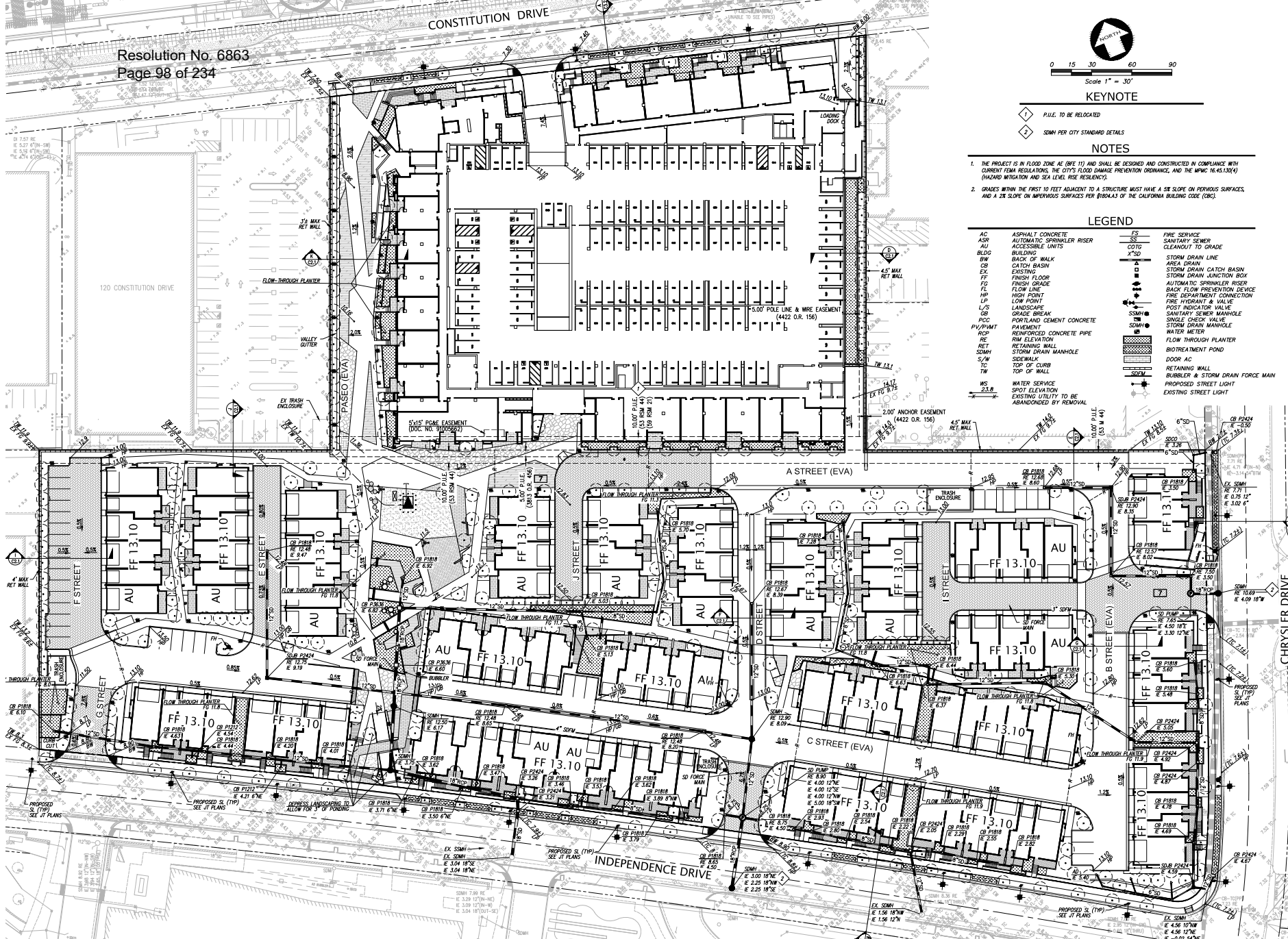
- KEYNOTE**
- ① P.U.E. TO BE RELOCATED
 - ② SMM# PER CITY STANDARD DETAILS

NOTES

1. THE PROJECT IS IN FLOOD ZONE AE (FE 11) AND SHALL BE DESIGNED AND CONSTRUCTED IN COMPLIANCE WITH CURRENT FEMA REGULATIONS, THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE, AND THE NPAC 16.45.100(4) (HAZARD MITIGATION AND SEA LEVEL RISE RESILIENCY).
2. GRADES WITHIN THE FIRST 10 FEET ADJACENT TO A STRUCTURE MUST HAVE A 5% SLOPE ON PERVIOUS SURFACES, AND A 2% SLOPE ON IMPERVIOUS SURFACES PER 18064.3 OF THE CALIFORNIA BUILDING CODE (CBC).

LEGEND

AC	ASPHALT CONCRETE	FS	FIRE SERVICE
ASR	AUTOMATIC SPRINKLER RISER	SS	POST INDICATOR VALVE
AU	ACCESSIBLE UNITS	SS	CLEANOUT TO GRADE
BLDG	BUILDING	X"SD	STORM DRAIN LINE
BW	BACK OF WALK		AREA DRAIN
CB	CATCH BASIN		STORM DRAIN CATCH BASIN
CO	EXISTING		STORM DRAIN JUNCTION BOX
FF	FINISH FLOOR		AUTOMATIC SPRINKLER RISER
FG	FINISH GRADE		BACK FLOW PREVENTION DEVICE
FL	FLOW LINE		FIRE DEPARTMENT CONNECTION
HP	HIGH POINT		FIRE HYDRANT & VALVE
LP	LOW POINT		POST INDICATOR VALVE
L/S	LANDSCAPE		SANITARY SEWER MANHOLE
OB	GRADE BREAK		SINGLE CHECK VALVE
PCC	PORTLAND CEMENT CONCRETE		STORM DRAIN MANHOLE
PV/PV/MAT	PAVEMENT		WATER METER
PCP	REINFORCED CONCRETE PIPE		FLOW THROUGH PLANTER
PE	PIPE ELEVATION		BIOTREATMENT POND
RET	RETAINING WALL		DOOR AC
SDMH	STORM DRAIN MANHOLE		RETAINING WALL
S/W	SIDEWALK		BUBBLER & STORM DRAIN FORCE MAIN
TC	TOP OF CURB		PROPOSED STREET LIGHT
T/W	TOP OF WALL		EXISTING STREET LIGHT
WS	WATER SERVICE		
23.8	SPOT ELEVATION		
	EXISTING UTILITY TO BE ABANDONED BY REMOVAL		



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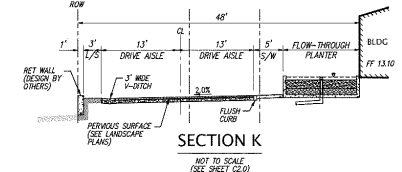
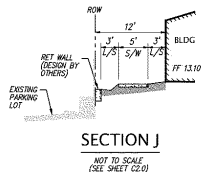
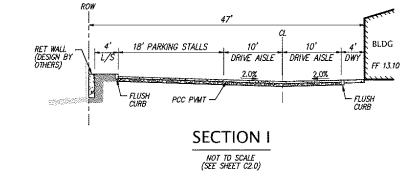
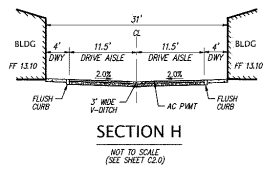
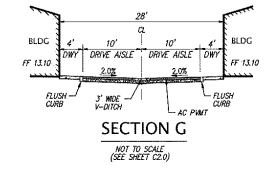
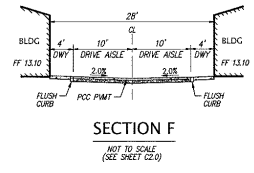
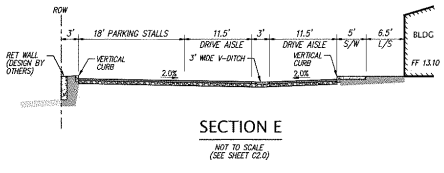
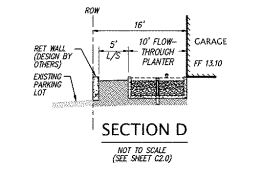
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GRADING PLAN

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
C2.0

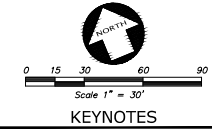


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CONSTITUTION DRIVE



KEYNOTES

1 P.U.E. TO BE RELOCATED

NOTES

1. THE PROJECT IS IN FLOOD ZONE A1 (FE 1) AND SHALL BE DESIGNED AND CONSTRUCTED IN COMPLIANCE WITH CURRENT FEMA REGULATIONS, THE CITY'S FLOOD DAMAGE PREVENTION ORDINANCE, AND THE IMVIC 16-45.100(4) (HAZARD MITIGATION AND SEA LEVEL RISE RESILIENCY).
2. GRADES WITHIN THE FIRST 10 FEET ADJACENT TO A STRUCTURE MUST HAVE A 2% SLOPE ON PAVEMENT SURFACES, AND A 2% SLOPE ON IMPERVIOUS SURFACES PER B904.1 OF THE CALIFORNIA BUILDING CODE (CBC).
3. CONTRACTOR TO REFER TO DETAIL 1 (CITY STANDARD DETAIL S1-94), SHEET C3.2 OF THESE PLANS FOR TRENCHING DETAILS.

LEGEND

AC	ASPHALT CONCRETE	FS	FIRE SERVICE
ASR	AUTOMATIC SPRINKLER RISER	SS	SANITARY SEWER
AU	ACCESSIBLE UNITS	COTG	CLEANOUT TO GRADE
BUDG	BUILDING	X'SD	STORM DRAIN LINE
BW	BACK OF WALK	AD	AREA DRAIN
CB	CATCH BASIN	SD	STORM DRAIN CATCH BASIN
EX	EXISTING	ASR	STORM DRAIN JUNCTION BOX
FF	FINISH FLOOR	BS	BACK FLOW PREVENTION DEVICE
FG	FINISH GRADE	ASR	AUTOMATIC SPRINKLER RISER
FL	FLOW LINE	BS	FIRE DEPARTMENT CONNECTION
HP	HIGH POINT	HS	FIRE HYDRANT & VALVE
LP	LOW POINT	PI	POST INDICATOR VALVE
L/S	LANDSCAPE	SS	SANITARY SEWER MANHOLE
GB	GRADE BREAK	SC	SINGLE CHECK VALVE
PCC	PORTLAND CEMENT CONCRETE	SDM	STORM DRAIN MANHOLE
P	PAVEMENT	WM	WATER METER
RCP	REINFORCED CONCRETE PIPE	FTPL	FLOW THROUGH PLANTER
RE	RM ELEVATION	BT	BOTREATMENT POND
RET	RETAINING WALL	AD	DOOR AC
SDM	STORM DRAIN MANHOLE	SW	PROPOSED STREET LIGHT
S/W	SIDEWALK	SW	BUBBLER & STORM DRAIN FORCE MAIN
TC	TOP OF CURB	SW	LIMIT OF WORK
TW	TOP OF WALL	SW	PROPOSED STREET LIGHT
WS	WATER SERVICE	SW	LIMIT OF WORK
WS	SPOT ELEVATION	SW	EXISTING STREET LIGHT
WS	EXISTING UTILITY TO BE ABANDONED BY REMOVAL		

THIS AREA TO BE DEMOLISHED

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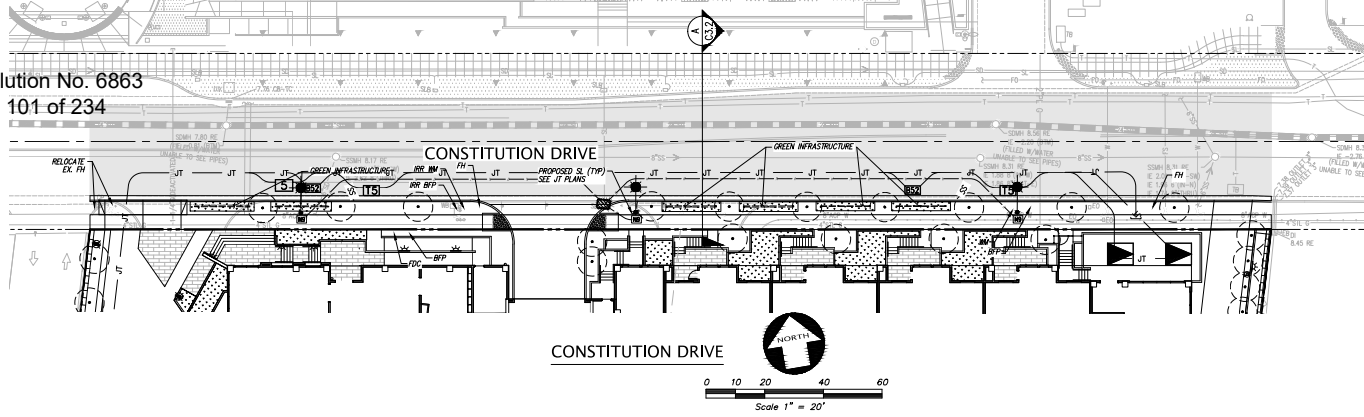
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**GRADING PLAN
PHASE 1**

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

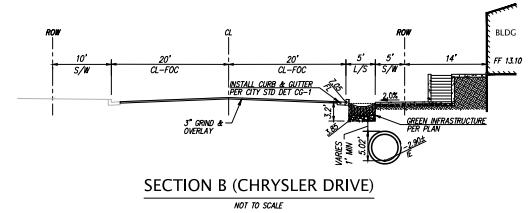
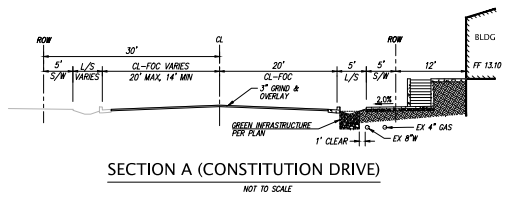
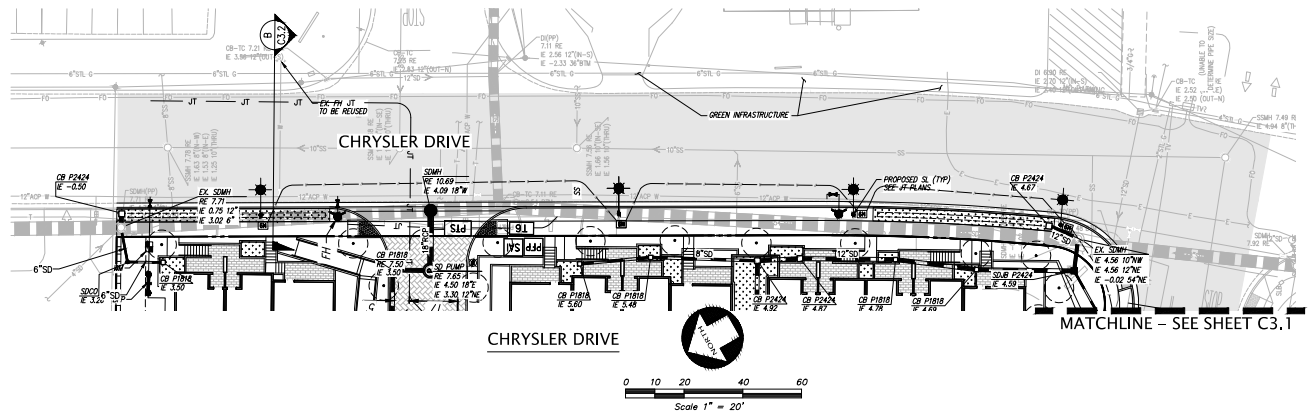
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LEGEND	
[Pattern]	BIOTREATMENT POND
[Pattern]	3" GRIND & OVERLAY
[Symbol]	WATER SERVICE
[Symbol]	FIRE SERVICE
[Symbol]	SANITARY SEWER
[Symbol]	CLEANOUT TO GRADE
[Symbol]	CDTG
[Symbol]	X"SD
[Symbol]	0"SD
[Symbol]	STORM DRAIN LINE
[Symbol]	AREA DRAIN
[Symbol]	STORM DRAIN CATCH BASIN
[Symbol]	STORM DRAIN JUNCTION BOX
[Symbol]	AUTOMATIC SPRINKLER RISER
[Symbol]	BACK FLOW PREVENTION DEVICE
[Symbol]	FIRE DEPARTMENT CONNECTION
[Symbol]	FIRE HYDRANT & VALVE
[Symbol]	POST INDICATOR VALVE
[Symbol]	SANITARY SEWER MANHOLE
[Symbol]	SINGLE CHECK VALVE
[Symbol]	STORM DRAIN MANHOLE
[Symbol]	WATER METER
[Symbol]	PROPOSED STREET LIGHT



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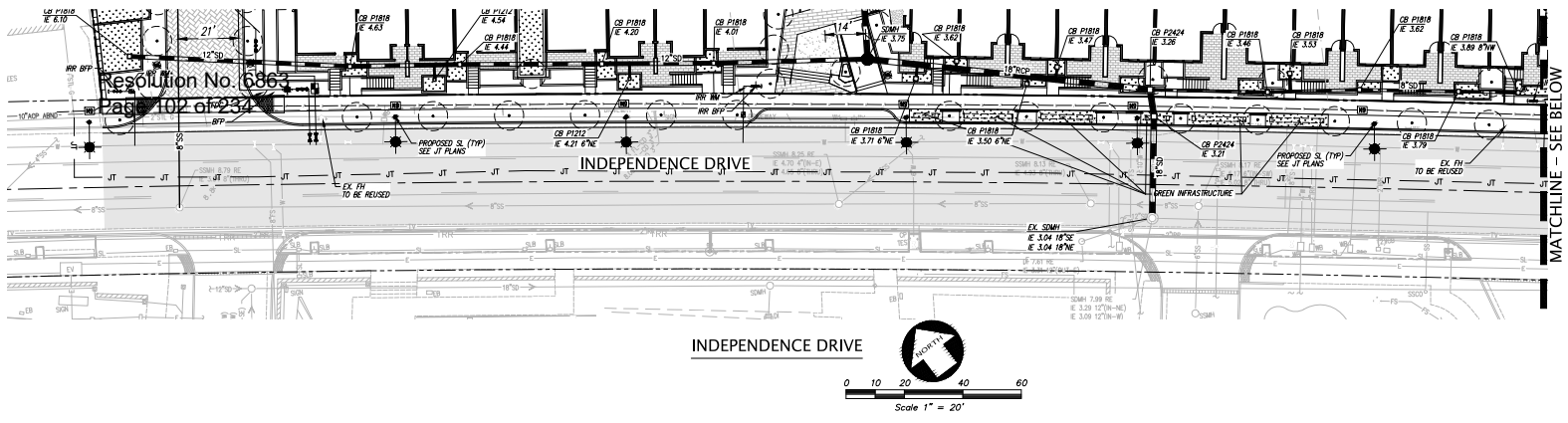
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Sheet Title:
OFFSITE PLANS
& SECTIONS

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No:
C3.0

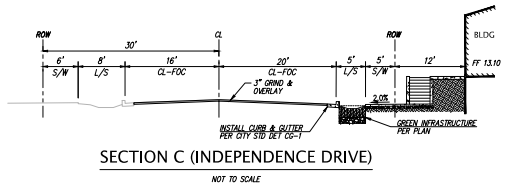
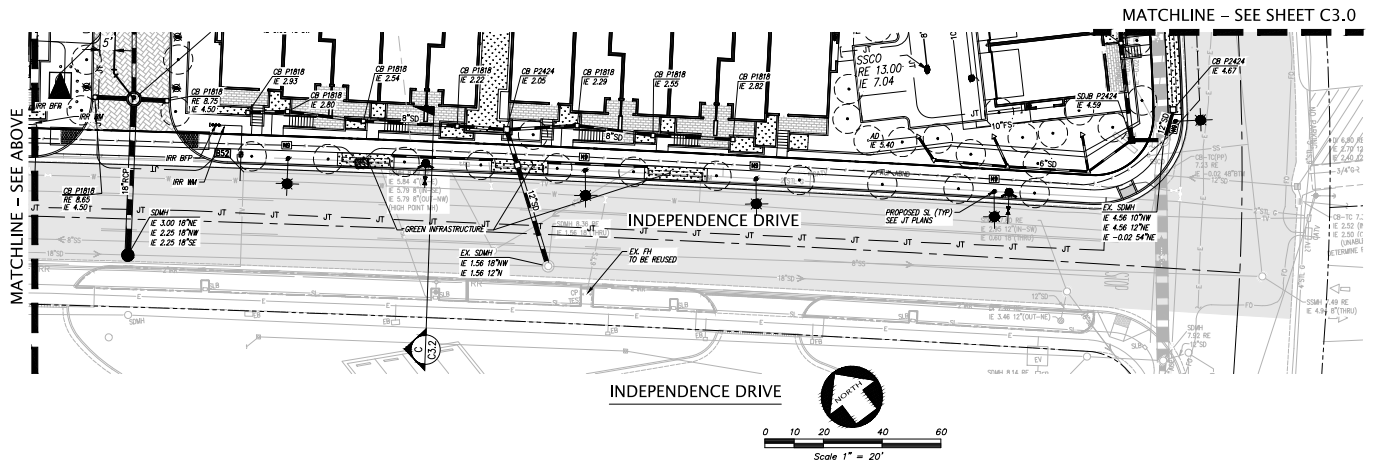




LEGEND

	BIO-TREATMENT POND
	3" GRIND & OVERLAY
	WATER SERVICE
	FIRE SERVICE
	SANITARY SEWER
	CLEANNET TO GRADE
	STORM DRAIN LINE
	AREA DRAIN
	STORM DRAIN CATCH BASIN
	STORM DRAIN JUNCTION BOX
	AUTOMATIC SPRINKLER RISER
	BACK FLOW PREVENTION DEVICE
	FIRE DEPARTMENT CONNECTION
	FIRE HYDRANT & VALVE
	POST INDICATOR VALVE
	SANITARY SEWER MANHOLE
	SINGLE CHECK VALVE
	STORM DRAIN MANHOLE
	WATER METER
	PROPOSED STREET LIGHT

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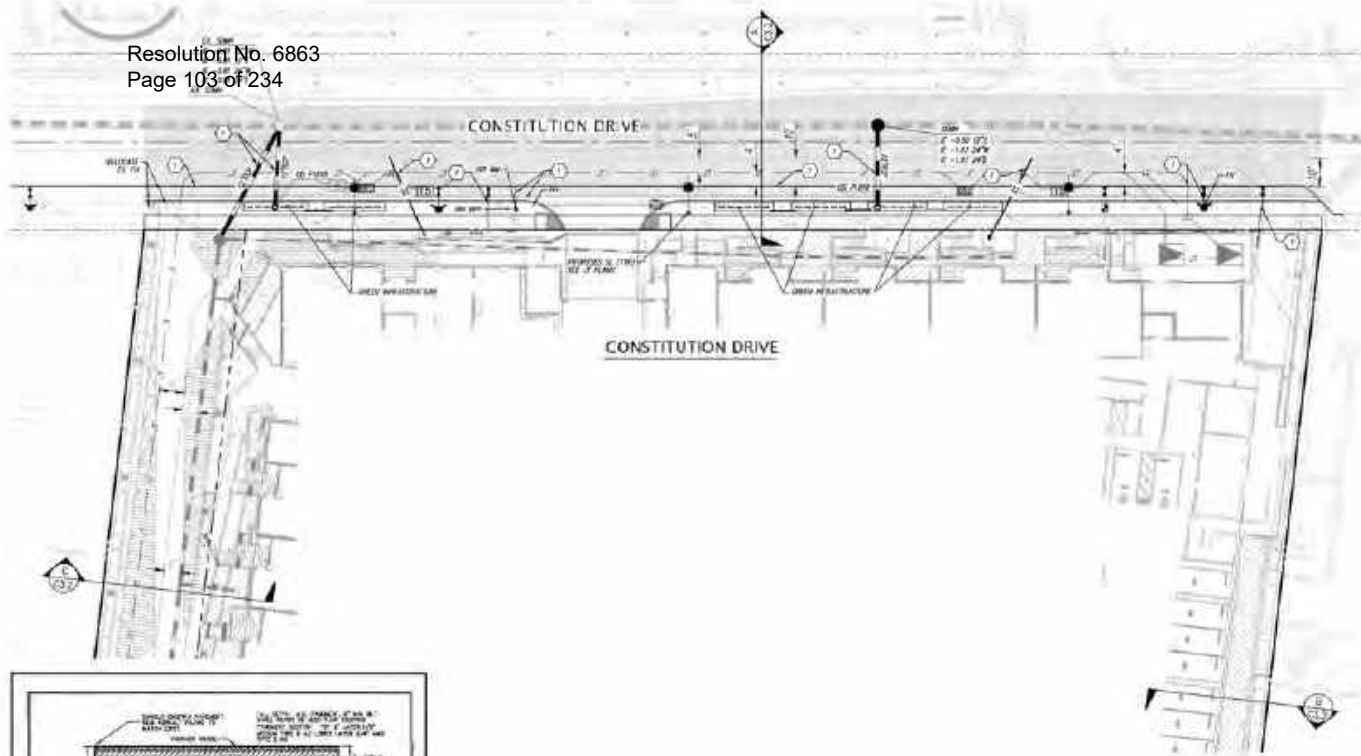
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Sheet Title:
OFFSITE PLANS & SECTIONS

Job No. 20004
 Date: 02/03/2023
 Scale: AS SHOWN
 Drawn By: MC

Sheet No:
C3.1

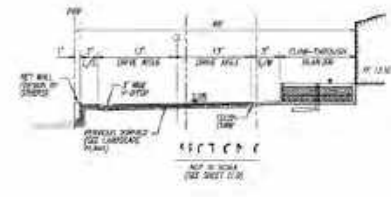
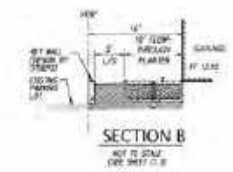
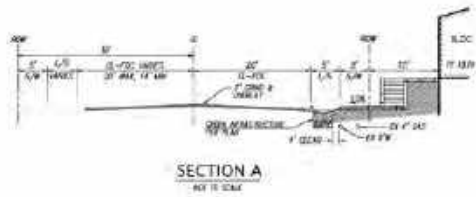
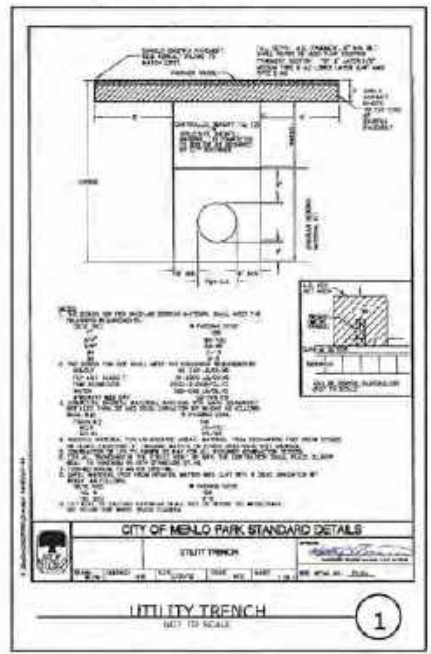


LEGEND

[Symbol]	RETAINMENT WALL
[Symbol]	1" CHAS & CHANNEL
[Symbol]	WATER SERVICE
[Symbol]	AIR SERVICE
[Symbol]	SEWER SERVICE
[Symbol]	SEWER TO STAGE
[Symbol]	STOP MARK LINE
[Symbol]	WATER MAIN
[Symbol]	STOP MARK VALVE
[Symbol]	STOP MARK JUNCTION BOX
[Symbol]	AUTOMATIC SPRINKLER STOP
[Symbol]	BACK FLOW PREVENTION DEVICE
[Symbol]	AIR TREATMENT CONNECTION
[Symbol]	VALVE APPROVAL & SIGN
[Symbol]	VALVE APPROVAL SIGN
[Symbol]	CONCRETE COVER MARKING
[Symbol]	UTILITY CHASIS MARKING
[Symbol]	STOP MARK MARKING
[Symbol]	PROPOSED STREET LIGHT

KEYNOTES

1 CONTRACTOR TO VERIFY BY DIGGING (SEE STANDARD DETAIL 21-36) BEFORE ANY WORKING BEGINS



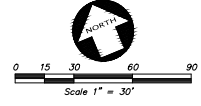
CONSTITUTION DRIVE

KEYNOTE

- ◆ P.U.E. TO BE RELOCATED
- ◆ 50MM PER CITY STANDARD DETAILS

LEGEND

- ASR AUTOMATIC SPRINKLER RISER
- AU ACCESSIBLE UNITS
- BLDG BUILDING
- BOV BUILDING OVERHEAD VALVE
- CB CATCH BASIN
- EX EXISTING
- FF FINISH FLOOR
- FH FIRE HYDRANT
- IRP IRON PIPE
- RE RETAINING WALL
- SD STORM DRAIN
- SS SANITARY SEWER
- SSMH STORM DRAIN MANHOLE
- WM WATER METER
- WS WATER SERVICE
- 23.8 SPOT ELEVATION
- ES EXISTING UTILITY TO BE ABANDONED BY REMOVAL
- FS FIRE SERVICE
- SS SANITARY SEWER
- SSMH STORM DRAIN MANHOLE
- XSD STORM DRAIN LINE
- ASD AREA DRAIN
- SDM STORM DRAIN CATCH BASIN
- ASD STORM DRAIN UNCTION BOX
- ASV AUTOMATIC SPRINKLER VALVE
- BFV BACK FLOW PREVENTION DEVICE
- ASV BLOWOFF VALVE
- FDV FIRE DEPARTMENT CONNECTION
- FHV FIRE HYDRANT & VALVE
- PIV POST INDICATOR VALVE
- SCV SINGLE CHECK VALVE
- SDM STORM DRAIN MANHOLE
- WM WATER METER
- FLW FLOW THROUGH PLANTER, SEE DETAIL ON SHEET C5.1
- RETAINING WALL
- RWL RAIN WATER LEADER
- TRW TRASH RAIN WATER LEADER
- TRW TRASH RAIN WATER LEADER
- PUMP
- PROPOSED STREET LIGHT
- EXISTING STREET LIGHT

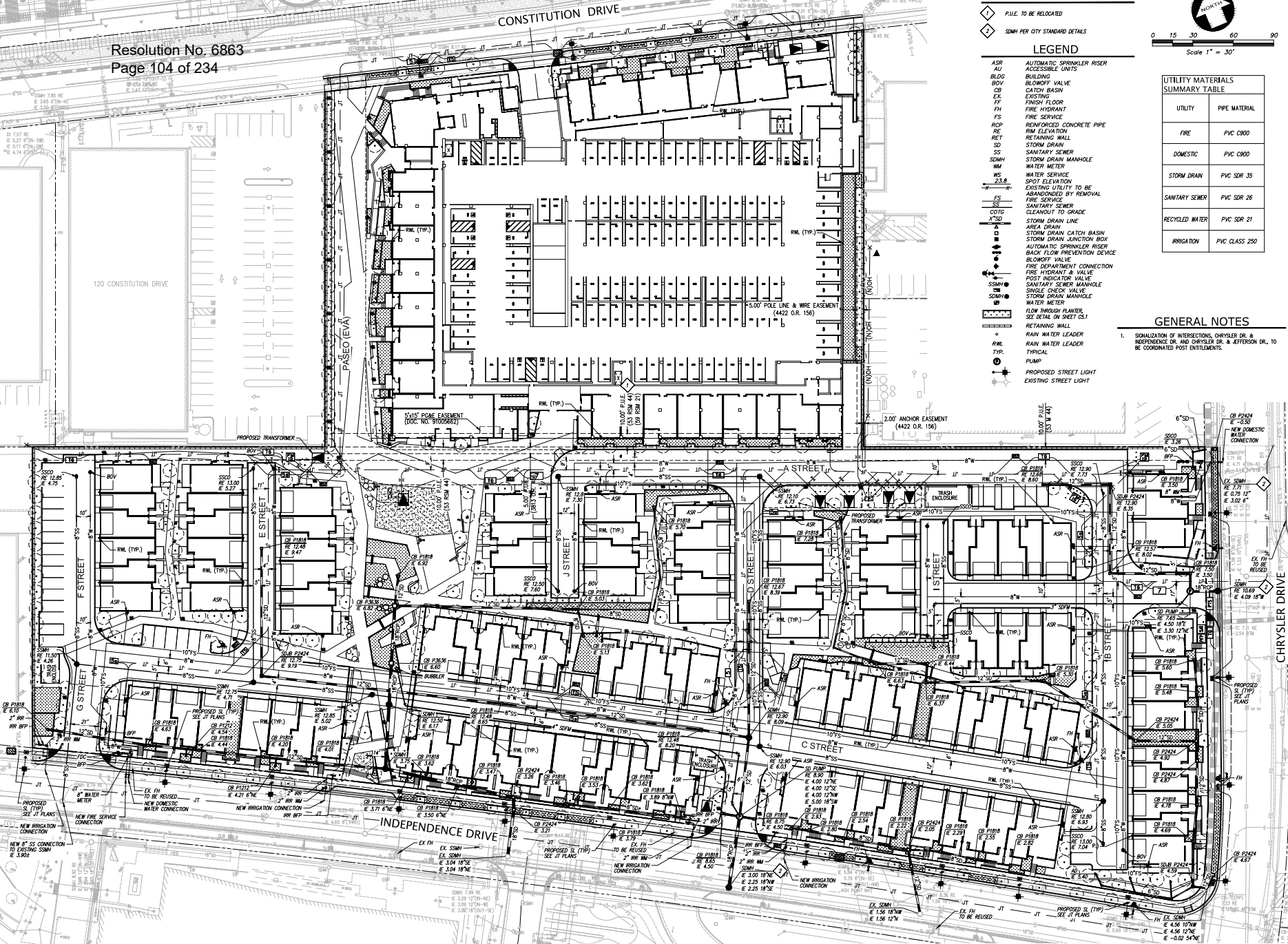


UTILITY MATERIALS SUMMARY TABLE

UTILITY	PIPE MATERIAL
FIRE	PVC C900
DOMESTIC	PVC C900
STORM DRAIN	PVC SDR 35
SANITARY SEWER	PVC SDR 26
RECYCLED WATER	PVC SDR 21
IRRIGATION	PVC CLASS 250

GENERAL NOTES

- SIGNALIZATION OF INTERSECTIONS, CHRYSLER DR. & INDEPENDENCE DR. AND CHRYSLER DR. & JEFFERSON DR. TO BE COORDINATED POST ENTAILMENTS.



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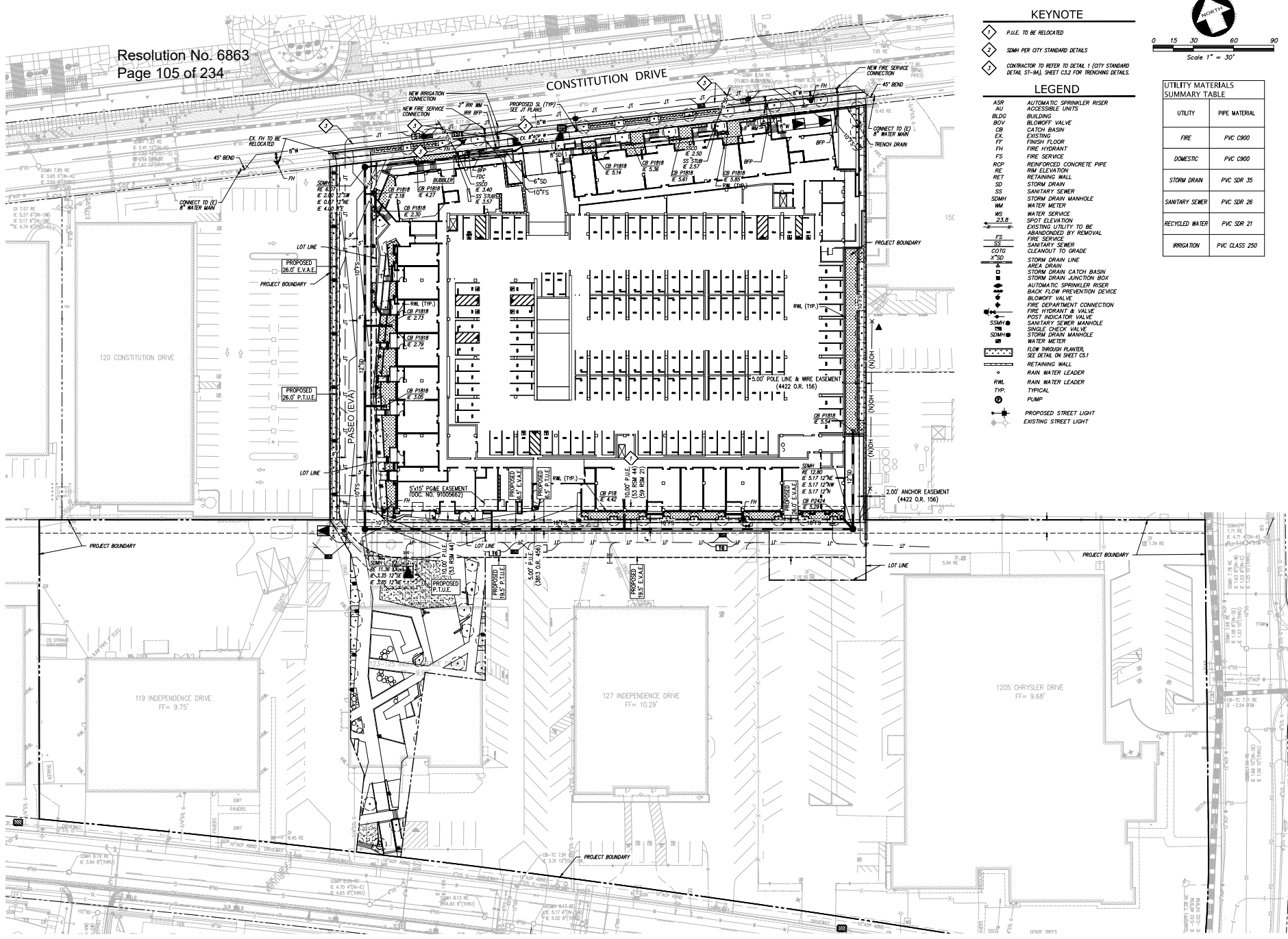
Sheet Title:
UTILITY PLAN

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

Sheet No.:
C4.0



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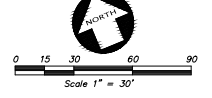


KEYNOTE

- ◆ R.I.E. TO BE RELOCATED
- ◇ SSMH PER CITY STANDARD DETAILS
- ◇ CONTRACTOR TO REFER TO DETAIL 1 (CITY STANDARD DETAIL ST-9A), SHEET C1.2 FOR TRENCHING DETAILS.

LEGEND

- ASR AUTOMATIC SPRINKLER RISER
- AU ACCESSIBLE UNITS
- BLDG BUILDING
- BOV BLOWOFF VALVE
- CF CATCH BASIN
- EX EXISTING
- FF FRENCH FLOOR
- FFH FIRE HYDRANT
- FS FIRE SERVICE
- FS REINFORCED CONCRETE PIPE
- RFP RIM ELEVATION
- RET RETAINING WALL
- SD STORM DRAIN
- SS SANITARY SEWER
- SSM STORM DRAIN MANHOLE
- SSMHW WATER METER
- WS WATER SERVICE
- 23.8 SPOT ELEVATION
- EXISTING UTILITY TO BE ABANDONED BY REMOVAL
- FS FIRE SERVICE
- SS SANITARY SEWER
- COTE CLEANOUT TO GRADE
- X"SD STORM DRAIN LINE
- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- BLOWOFF VALVE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATION VALVE
- SSMHW SANITARY SEWER MANHOLE
- SCV SINGLE CHECK VALVE
- SSMHW STORM DRAIN MANHOLE
- WM WATER METER
- FLOW INDICATOR PLANTER, SEE DETAIL ON SHEET C1.1
- RETAINING WALL
- RWL RAIN WATER LEADER
- TYP. TYPICAL
- PUMP
- PROPOSED STREET LIGHT
- EXISTING STREET LIGHT



UTILITY MATERIALS SUMMARY TABLE

UTILITY	PIPE MATERIAL
FIRE	PVC C900
DOMESTIC	PVC C900
STORM DRAIN	PVC SDR 35
SANITARY SEWER	PVC SDR 26
RECYCLED WATER	PVC SDR 21
IRRIGATION	PVC CLASS 250

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Sheet Title:
**UTILITY PLAN
PHASE 1**

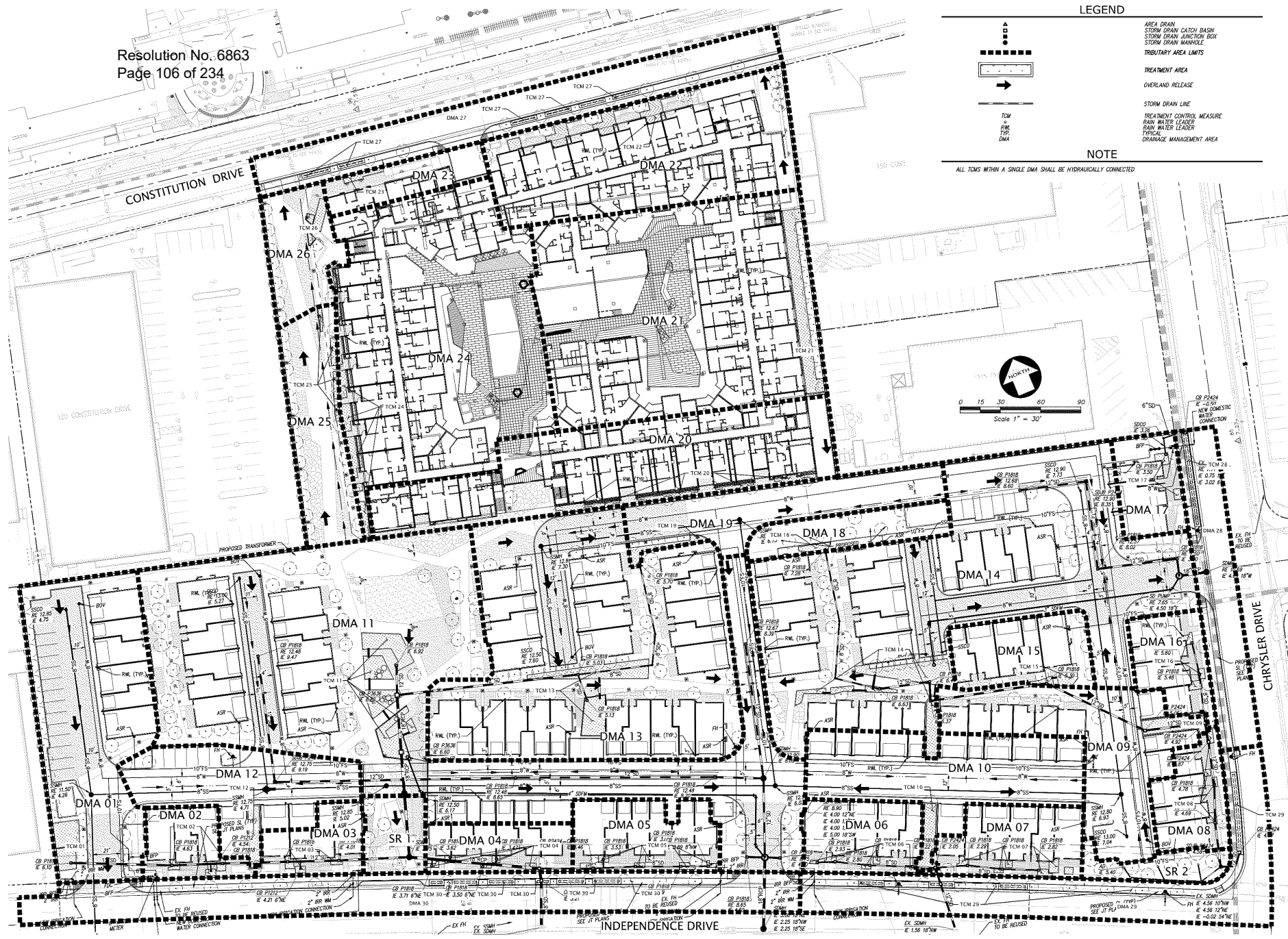
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Scale: AS SHOWN
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Sheet No.:
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LEGEND

- AREA DRAIN
- STORM DRAIN CATCH BASIN
- STORM DRAIN JUNCTION BOX
- STORM DRAIN MANHOLE
- TRIBUTARY AREA UNITS
- TREATMENT AREA
- OVERLAND RELEASE
- STORM DRAIN LINE
- TREATMENT CONTROL MEASURE
- RAIN WATER LEADER
- RAIN WATER LEADER
- TYPICAL
- DRAINAGE MANAGEMENT AREA

NOTE

ALL TCMS WITHIN A SINGLE DMA SHALL BE HYDRAULICALLY CONNECTED

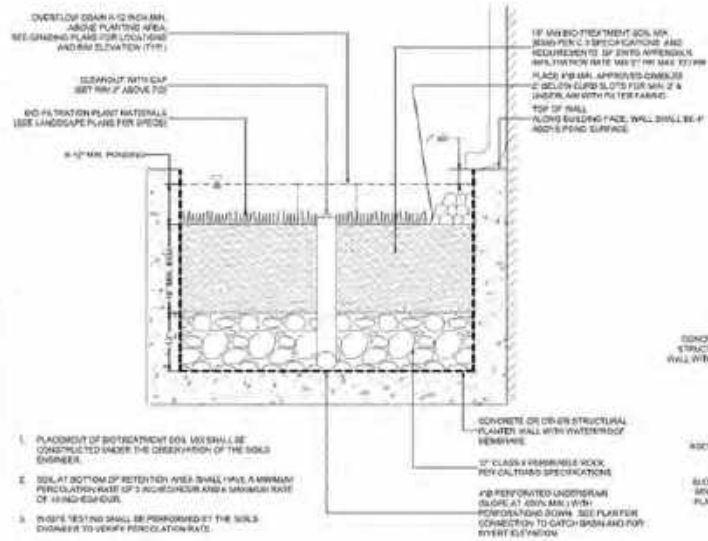
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STORMWATER CONTROL PLAN

Job No. 20004
Date: 02/03/2023
Scale: AS SHOWN
Drawn By: MC

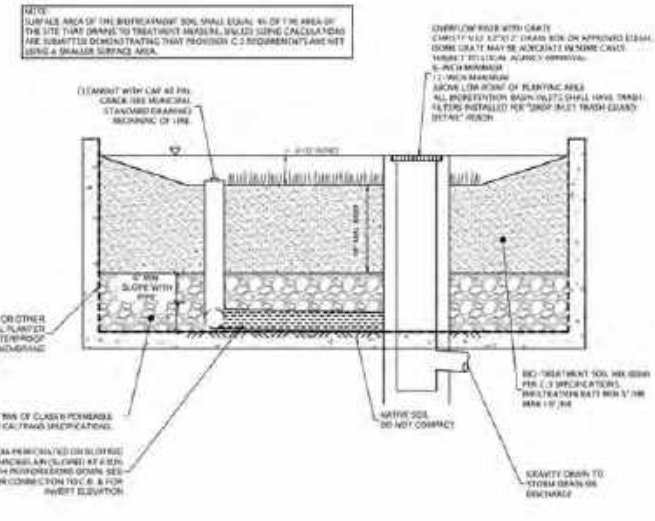
Sheet No:
C5.0



DROP INLET TRASH GUARD DETAIL
SCALE: 3/8"



FLOW THROUGH PLANTER
NOT TO SCALE



FLOW THROUGH PLANTER PROFILE VIEW
NOT TO SCALE

BIOTREATMENT SUMMARY TABLE ONSITE

AREA	TYP	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	PERCENTAGE (REQUIREMENT)
CDMA 01	1	FLOW THROUGH PLANTER	11,876	11,197	126	186	0
CDMA 02	2	FLOW THROUGH PLANTER	2,374	2,338	108	146	0
CDMA 03	3	FLOW THROUGH PLANTER	3,271	3,248	102	146	0
CDMA 04	4	FLOW THROUGH PLANTER	2,991	2,980	146	174	0
CDMA 05	5	FLOW THROUGH PLANTER	3,813	3,798	208	218	0
CDMA 06	6	FLOW THROUGH PLANTER	4,264	4,258	162	182	0
CDMA 07	7	FLOW THROUGH PLANTER	5,389	5,380	100	240	0
CDMA 08	8	FLOW THROUGH PLANTER	1,051	1,048	124	143	0
CDMA 09	9	FLOW THROUGH PLANTER	11,929	11,188	448	520	0
CDMA 10	10	FLOW THROUGH PLANTER	11,022	8,340	120	146	0
CDMA 11	11	FLOW THROUGH PLANTER	14,011	14,009	1,000	1,194	0
CDMA 12	12	FLOW THROUGH PLANTER	8,311	6,491	338	329	0
CDMA 13	13	FLOW THROUGH PLANTER	14,674	10,027	1,201	1,267	0
CDMA 14	14	FLOW THROUGH PLANTER	10,480	10,091	1,400	1,443	0
CDMA 15	15	FLOW THROUGH PLANTER	5,248	4,322	182	211	0
CDMA 16	16	FLOW THROUGH PLANTER	3,362	3,142	126	146	0
CDMA 17	17	FLOW THROUGH PLANTER	3,582	2,420	97	162	0
CDMA 18	18	FLOW THROUGH PLANTER	1,481	2,389	104	123	0
CDMA 19	19	FLOW THROUGH PLANTER	7,919	7,131	281	311	0
CDMA 20	20	FLOW THROUGH PLANTER	10,073	10,344	134	184	0
CDMA 21	21	FLOW THROUGH PLANTER	17,773	10,191	1,079	1,227	0
CDMA 22	22	FLOW THROUGH PLANTER	18,052	17,126	440	541	0
CDMA 23	23	FLOW THROUGH PLANTER	3,363	3,085	122	138	0
CDMA 24	24	FLOW THROUGH PLANTER	16,018	16,258	1,138	1,258	0
CDMA 25	25	FLOW THROUGH PLANTER	7,618	5,815	123	143	0
CDMA 26	26	FLOW THROUGH PLANTER	4,612	3,364	140	158	0
TOTAL			176,278	146,260	17,134	18,588	0

SELF RETAINING AREA

AREA	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)
SR-1	SELF-RETAINING AREA	2,888	1,479	-
SR-2	SELF-RETAINING AREA	2,117	148	-
TOTAL		4,805	1,627	-

GREEN INFRASTRUCTURE SUMMARY TABLE

AREA	TYP	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	PERCENTAGE (REQUIREMENT)
CDMA 27	27	FLOW THROUGH PLANTER	12,028	10,173	115	199	0
CDMA 28	28	FLOW THROUGH PLANTER	1,212	0,348	189	216	0
CDMA 29	29	FLOW THROUGH PLANTER	11,245	11,888	131	148	0
CDMA 30	30	FLOW THROUGH PLANTER	17,189	14,336	422	477	0

*BIOTREATMENT USING BASED (ON-C) SURVEY (UNIFORM WEATHER) METHOD.
*BIOTREATMENT USING BASED ON FLOW-VOLUME CORRECTED CALCULATION.

OVERALL TREATMENT AREA TOTALS ONSITE

TOTAL SITE (ACRES)	PROJECT PAGE NUMBER (A, B, 1, 2, 3)		A/O
	A-11 (201,000 SF)	A-12 (201,000 SF)	
IMPERVIOUS SURFACES	EXISTING CONDITION OF DETACHED AREA (SQUARE FEET)	PROPOSED CONDITION OF DETACHED AREA (SQUARE FEET)	NEW
	IMPERVIOUS SURFACES	IMPERVIOUS SURFACES	
PERVIOUS SURFACES	LANDSCAPE AREA (SQUARE FEET)	LANDSCAPE AREA (SQUARE FEET)	NEW
	LANDSCAPE AREA (SQUARE FEET)	LANDSCAPE AREA (SQUARE FEET)	
TOTAL PERVIOUS SURFACES		47,889	47,889
TOTAL PERVIOUS SURFACES		0	0
TOTAL PERVIOUS SURFACES		0	0
TOTAL PERVIOUS SURFACES		47,889	47,889
TOTAL PERVIOUS SURFACES		47,889	47,889
TOTAL PERVIOUS SURFACES		47,889	47,889



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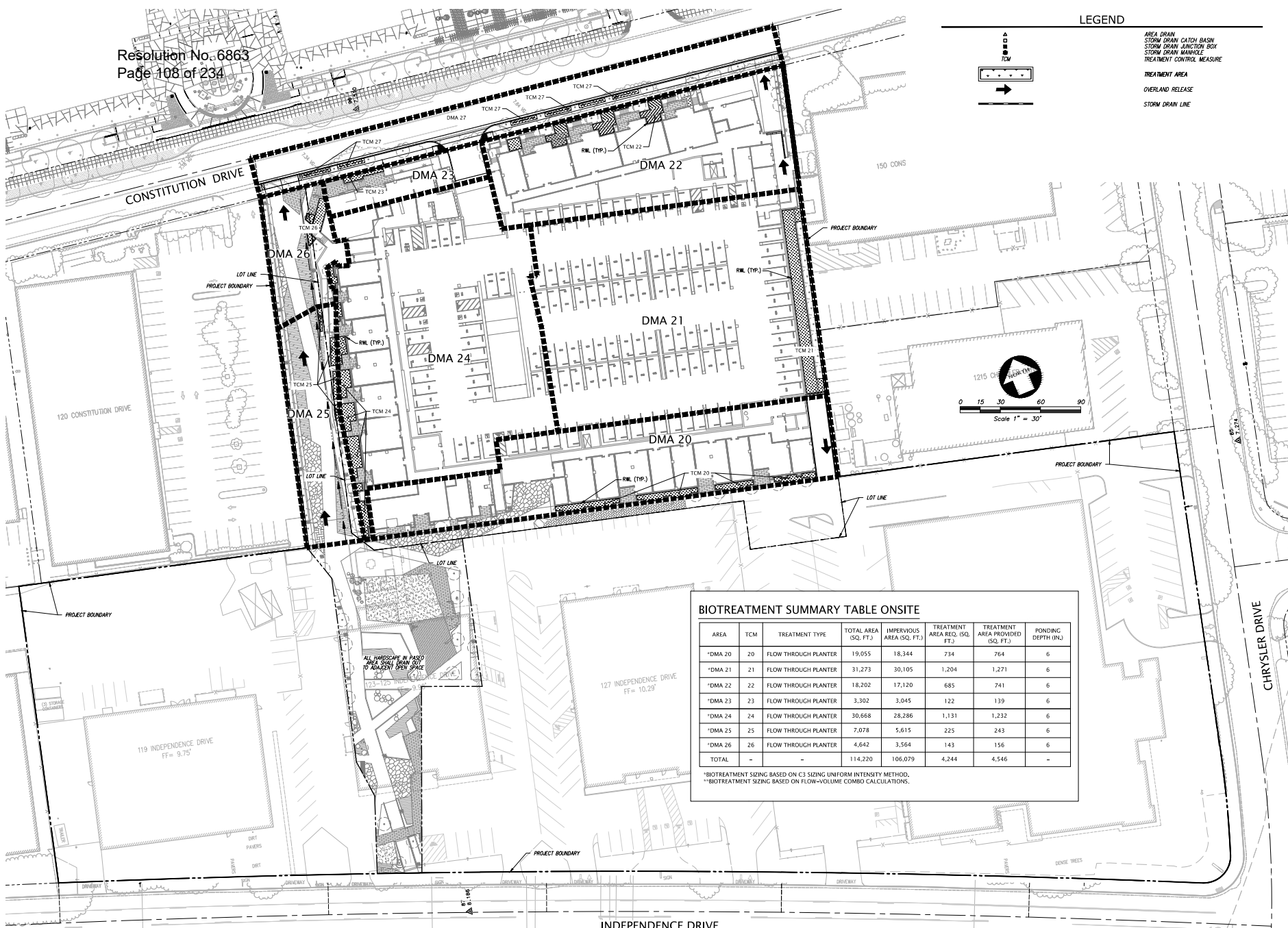
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STORMWATER CONTROL DETAILS
Job No.: 20004
Date: 02/29/2023
Scale: AS SHOWN
Drawn By: JAC

Sheet No.:
C5.1

LEGEND



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BIOTREATMENT SUMMARY TABLE ONSITE

AREA	TCM	TREATMENT TYPE	TOTAL AREA (SQ. FT.)	IMPERVIOUS AREA (SQ. FT.)	TREATMENT AREA REQ. (SQ. FT.)	TREATMENT AREA PROVIDED (SQ. FT.)	PONDING DEPTH (IN.)
*DMA 20	20	FLOW THROUGH PLANTER	19,055	18,344	734	764	6
*DMA 21	21	FLOW THROUGH PLANTER	31,273	30,105	1,204	1,271	6
*DMA 22	22	FLOW THROUGH PLANTER	18,202	17,120	685	741	6
*DMA 23	23	FLOW THROUGH PLANTER	3,302	3,045	122	139	6
*DMA 24	24	FLOW THROUGH PLANTER	30,668	28,286	1,131	1,232	6
*DMA 25	25	FLOW THROUGH PLANTER	7,078	5,615	225	243	6
*DMA 26	26	FLOW THROUGH PLANTER	4,642	3,564	143	156	6
TOTAL	-	-	114,220	106,079	4,244	4,546	-

*BIOTREATMENT SIZING BASED ON C3 SIZING UNIFORM INTENSITY METHOD.
**BIOTREATMENT SIZING BASED ON FLOW-VOLUME COMBO CALCULATIONS.

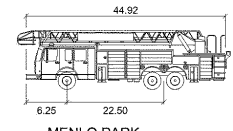
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Sheet Title:
STORMWATER CONTROL PLAN PHASE 1

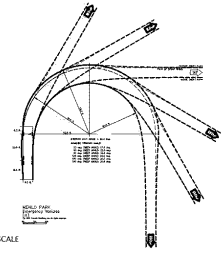
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Sheet No.:
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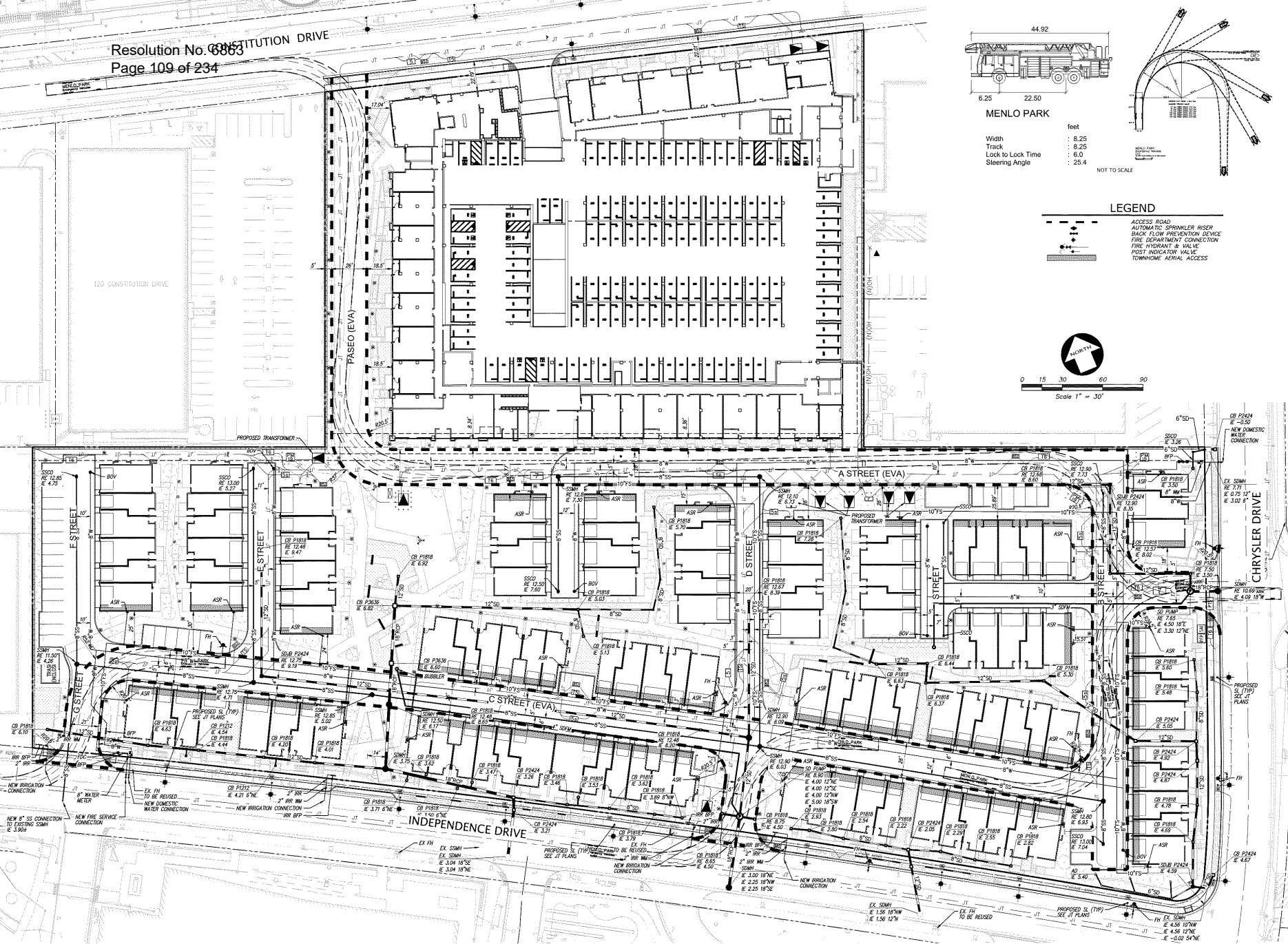
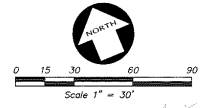
MENLO PARK

Width : 6.25
 Track : 22.50
 Lock to Lock Time : 6.0
 Steering Angle : 25.4



LEGEND

- ACCESS ROAD
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATOR VALVE
- TOWNHOME AERIAL ACCESS



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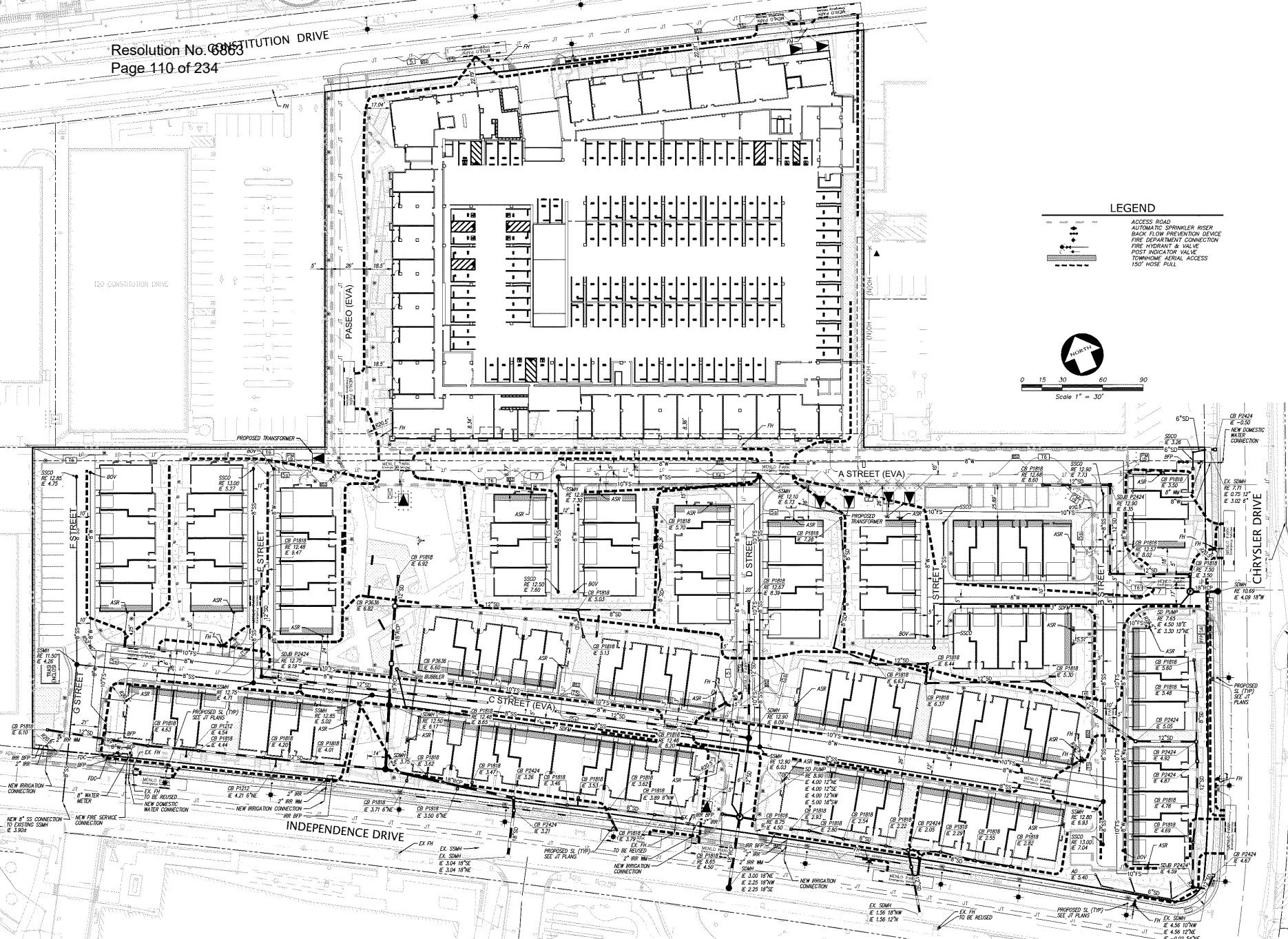
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FIRE ACCESS PLAN

Job No. 20004
 Date: 02/03/2023
 Scale: AS SHOWN
 Drawn By: MC

Sheet No:
C6.0

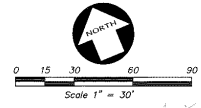


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LEGEND

- ACCESS ROAD
- AUTOMATIC SPRINKLER RISER
- BACK FLOW PREVENTION DEVICE
- FIRE DEPARTMENT CONNECTION
- FIRE HYDRANT & VALVE
- POST INDICATOR VALVE
- TOWNSHIP AERIAL ACCESS
- 150' HOSE PULL



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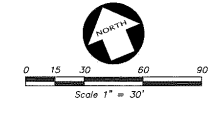
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FIRE HYDRANT PLAN

Job No. 20004
 Date: 02/03/2023
 Scale: AS SHOWN
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Sheet No:
C6.1

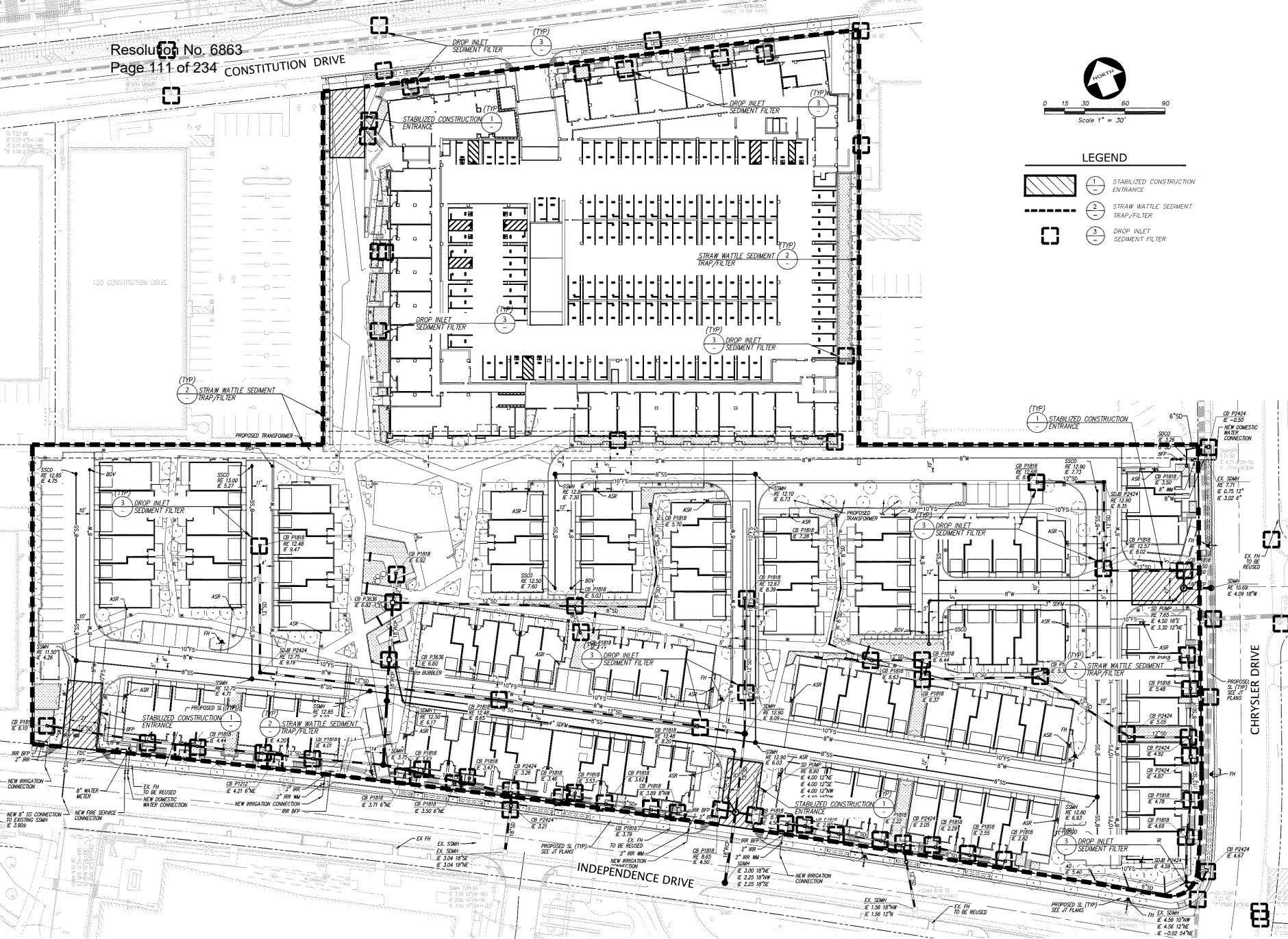


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LEGEND

	1	STABILIZED CONSTRUCTION ENTRANCE
	2	STRAW WATTLE SEDIMENT TRAP/FILTER
	3	DROP INLET SEDIMENT FILTER



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Sheet Title:
EROSION CONTROL PLAN

Job No. 20004
 Date: 02/03/2023
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 Drawn By: MC

Sheet No.:
C7.0

Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management



Non-Hazardous Materials

- Store and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- Use that don't overwater retained water for dust control.

Hazardous Materials

- Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- Clean or replace portable toilets, and inspect them frequently for leaks and spills.
- Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.).
- Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

Construction Entrances and Perimeter

- Install and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control



Maintenance and Parking

- Designate an area, lined with appropriate BMPs, for vehicle and equipment parking and storage.
- Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- If fueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drip cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow rinse water to run into gutters, streets, storm drains, or surface waters.
- Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

Spill Prevention and Control

- Keep spill cleanup materials (e.g., rags, absorbents and oil filter) available at the construction site at all times.
- Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- Clean up spills or leaks immediately and dispose of cleanup materials properly.
- Do not hose down surfaces where fluids have spilled. Use dry cleanup methods (absorbent materials, oil filter, and/or rags).
- Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earthmoving



- Schedule grading and excavation work during dry weather.
- Stabilize all eroded areas, install and maintain temporary erosion controls (such as erosion control fabric or biodegradable fiber mats) until vegetation is established.
- Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as filter mats, silt fences, sediment basins, gravel bags, bams, etc.
- Keep excavated soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
 - Unusual soil conditions, discoloration, or odor.
 - Abandoned underground tanks.
 - Abandoned wells.
 - Buried barrels, drums, or tanks.

Paving/Asphalt Work



- Avoid paving and seal coating to wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- Cover storm drain inlets and manholes when applying seal coats, tack coat, slurry seal, fog seal, etc.
- Collect and recycle or appropriately dispose of excess asphalt gravel or sand. Do NOT sweep or wash it into gutters.
- Do not use water to wash down fresh asphalt (asphalt prevention).

Sawcutting & Asphalt Concrete Removal

- Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner).
- If sweep slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application



- Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, base washwater onto dirt areas, or drain onto a bermed surface to be pumped and disposed of properly.

Landscaping



- Protect stockpiled landscaping materials from wind and rain by covering them under tarps all year-round.
- Stack bagged material on pallets and under cover.
- Discontinue application of any erosible landscape material within 2 days before a forecast rain event or during wet weather.

Painting & Paint Removal



Painting Cleanup and Removal

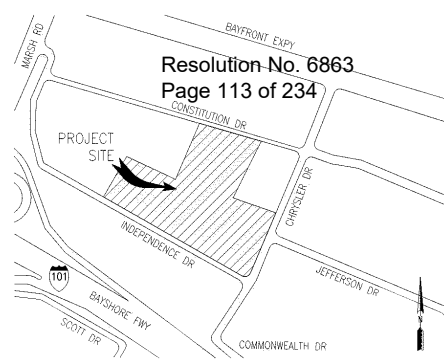
- Never clean brushes or reuse paint containers into a street, gutter, storm drain, or stream.
- For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- Paint chips and dust from non-hazardous dry (airless) equipment/trucks may be swept up or collected in plastic drop cloths and disposed of as trash.
- Chemical paint stripping resins and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state-certified contractor.

Dewatering



- Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to installed area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- Divert run-in water from offsite away from all disturbed areas.
- When dewatering, notify and obtain approval from the local municipality before discharging water in a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Perched groundwater may need to be collected and handled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to \$10,000 per day!



Resolution No. 6863 Page 113 of 234

VICINITY MAP N. T. S.

WORK RESPONSIBILITY JOINT TRENCH

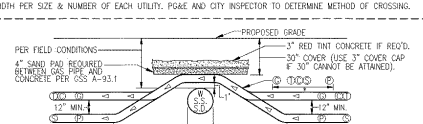
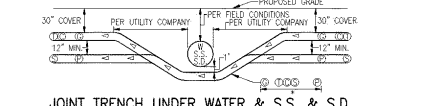
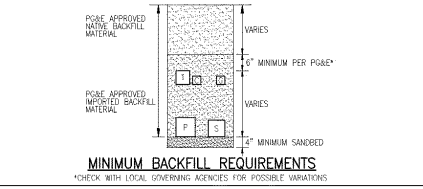
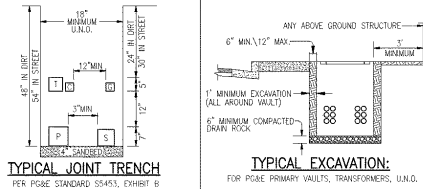
ITEM	PG&E	CONTRACTOR
TRENCHING	●	○
Excavate & Backfill	●	○
PG&E ELECTRIC CABLE	●	○
Supply & Install	●	○
ELECTRIC CONDUIT	●	○
Supply & Install	●	○
ELECTRIC BOXES	●	○
Supply & Install	●	○
Excavation	○	●
ELECTRIC PADS	●	○
Supply & Install	●	○
Excavation	○	●
ELECTRIC TRANSFORMERS	●	○
Supply & Install	●	○
ELECTRIC INTERRUPTERS	●	○
Supply & Install	●	○
PG&E ELECTRIC SWITCHES	●	○
Supply & Install	●	○
TELEPHONE CONDUIT	●	○
Supply & Install	●	○
TELEPHONE CABLE	●	○
Supply & Install	●	○
TELEPHONE SPICE BOXES	●	○
Supply & Install	●	○
Excavation	○	●
TELEPHONE S&I PADS	●	○
Supply & Install	●	○
Excavation	○	●
C&T.V. CONDUIT	●	○
Supply & Install	●	○
C&T.V. SPICE BOXES	●	○
Supply & Install	●	○
Excavation	○	●
C.I.E.C. FIBER CONDUIT	●	○
Supply & Install	●	○
C.I.E.C. FIBER SPICE BOXES	●	○
Supply & Install	●	○
Excavation	○	●

● WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES
 ○ ASSUME CONTRACTOR RESPONSIBILITY UNLESS OTHERWISE SPECIFIED
 ○ NOT APPLICABLE UNLESS OTHERWISE SPECIFIED
 ○ PEGE TO PULL CABLE INTO ENERGIZED ENCLOSURES
 *NOTE: FOR A MORE DETAILED WORK RESPONSIBILITY BREAKDOWN, SEE CORRESPONDING MATERIAL LIST.

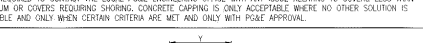
THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

PLANS	REVISIONS	APPROVED
SOIL IMPROVEMENT PLANS/GRADING PLANS	09-08-2022	PRELIMINARY
STRUCTURAL ELECTRICIAN'S PLAN	09-08-2022	PRELIMINARY
APPLICANT DESIGN (ELECTRIC) APARTMENTS	07-08-2022	PRELIMINARY
APPLICANT DESIGN (ELECTRIC) TOWNHOMES	06-08-2022	PRELIMINARY
TELEPHONE	07-08-2022	PRELIMINARY
C&T.V.	07-08-2022	PRELIMINARY
C.I.E.C.	07-08-2022	PRELIMINARY
LANDSCAPE	06-08-2022	PRELIMINARY
LIGHT LOCATIONS	08-25-2022	PRELIMINARY

RADIUS DESIGN is not responsible for any subcontractors' claims or responsibilities.
 OTHER UTILITIES SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY AND AVAILABLE UTILITY INFORMATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND EXISTENCE OF UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN ACCORDANCE WITH ARTICLE 6 OF THE CALIFORNIA CONSTRUCTION SAFETY ORDERS.



PRIMARY BOX SIZE	NOTE
3' x 4'	7"
4' x 4'	7"
4' x 6'	7"



CONDUIT DIAMETER	VERTICAL RADIUS	HORIZONTAL RADIUS
2"	24"	36"
3"	24"	36"
4"	36"	36"
6"	36"	60"

NOTE: 316" MAX BENDS IN ANY SECONDARY CONDUIT RUN 200" OR LESS.
 300" MAX BENDS IN ANY PRIMARY CONDUIT RUN.

TYPICAL GAS METER REQUIREMENTS*

METER TYPE	LOAD (SPFH)	DELIVERY PRESSURE (PSIG)	PAD SIZE (INCHES)	MIN. WIDTH REQUIRED FOR METER (INCHES)	DISTANCE FROM RISER TO FINISHED WALL (INCHES)	MIN. HOUSELINE TUB OUT (INCHES)
TYPICAL RESIDENTIAL	0-500	0.75	N/A UNLESS USING FLEX-HOSE METER	24	6 TO 9	4
400 TO 1000	851-1,400	0.75	N/A UNLESS USING FLEX-HOSE METER	30	6 TO 9	6
1.5M OR 3M ROTARY	1,401-3,000	APPROVED BY PEGE	40 x 36 x 4	52	20	VARIABLES
5M OR 7M ROTARY	3,001-7,000	APPROVED BY PEGE	78 x 36 x 4	90	20	VARIABLES
11M OR 16M ROTARY	7,001-18,000	APPROVED BY PEGE	94 x 36 x 4	106	20	VARIABLES

*ACTUAL METER-SET CONFIGURATIONS MAY DIFFER DEPENDING ON FIELD CONDITIONS AND RESTRICTIONS. FOR GAS METER DETAILS, SEE SECTION 2 OF CURRENT ELECTRIC GAS SERVICE REQUIREMENTS OVERSHEET BY PEGE. POLE STANDARD METER SPACING REQUIREMENTS DO NOT RELIEVE CLEARANCE FOR EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT. SEE NOTE 17 UNDER GENERAL NOTES ON SHEET JT-1.
 *DELIVERY PRESSURE TO BE CONFIRMED VIA BELLWORK PLUMBING AND MECHANICAL PLANS. PEGE MAINTAINS SOLE AUTHORITY TO DETERMINE IF THE DELIVERED DELIVERY-PRESSURE SERVICE IS AVAILABLE AT A SPECIFIC LOCATION.

GENERAL NOTES:

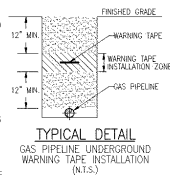
- JOINT TRENCH MUST BE INSTALLED ENTIRELY WITHIN AN EASEMENT. EASEMENTS FOR JOINT TRENCH SERVICE LATERALS WITHIN PROJECT ON PRIVATE PROPERTY ARE AT THE DISCRETION OF THE UTILITY COMPANIES.
- ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINAL GRADE.
- COVER, CLEARANCES, AND SEPARATION SHALL BE AS GREAT AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDER NO CIRCUMSTANCES SHALL BE LESS THAN THE MINIMUM COVER, CLEARANCES AND SEPARATION REQUIREMENTS SET FORTH IN GENERAL NOTES 17 AND 18 AND NOTES 12.2.2.2. AND 12.2.2.3. AND ALL FACILITIES SHALL BE ANCHORED IN PLACE PRIOR TO COMPACTION. ON OTHER MEANS SHALL BE TAKEN TO ENSURE NO MOTION OF THE FACILITIES. DIMENSIONAL REQUIREMENTS FOR SHADING SHALL BE DETERMINED SUBSEQUENT TO COMPACTION.
- TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON OCCUPANCY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT ENSURES PROPER CLEARANCES AND COVER REQUIREMENTS ARE MET. ANY CHANGE TO THE TRENCH WIDTH AND CONFIGURATIONS AS DESCRIBED SHALL BE APPROVED BY THE LOCAL INSPECTOR PRIOR TO THE START OF CONSTRUCTION.
- IT IS REFERRED TO HAVE NON-PG&E OWNED STREETS/LIGHTS AT A LEVEL OTHER THAN GAS OR ELECTRIC. LEVEL. NON-PG&E OWNED STREETS/LIGHTS MAY BE AT THE ELECTRIC LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE MAINTAINED. DIMENSIONAL REQUIREMENTS FOR SHADING SHALL BE DETERMINED SUBSEQUENT TO COMPACTION.
- NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH. E.G. IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, OUTDOOR ELECTRICAL CABLE, ETC.
- WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 12" RAGAL SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES. EXCEPTION WITH MUTUAL AGREEMENT, WHEN 4-INCH DIAMETER OR SMALLER GAS PIPE IS INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6" FROM THE FACILITIES.
- PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- MAINTAIN PROPER SEPARATION BETWEEN PEGE FACILITIES AND "WET" UTILITY LINES AS DESCRIBED IN UO STANDARD 32423. THE MINIMUM ALLOWABLE HORIZONTAL SEPARATION BETWEEN COMPANY FACILITIES AND "WET" FACILITIES IS 3" WITH A MINIMUM 1" OF UNCOMPACTED SAND OR THE INSTALLATION OF A SUITABLE BARRIER BETWEEN THE FACILITIES. IF A 3" HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE BE OBTAINED BY THE LOCAL INSPECTOR SUPERVISOR AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL. SEPARATIONS OF 1" OR LESS ARE NOT PERMISSIBLE AND WILL NOT BE ALLOWED. THE COMPANY MAY Agree TO MAINTAIN THE MINIMUM 1" SEPARATION REQUIREMENT AT THE REQUEST OF AN APPLICANT IF WARRANTED AND THE NEED IS JUSTIFIED BY THE LOCAL INSPECTOR SUPERVISOR.
- BE MADE IN WRITINGS AND SUBMITTED TO THE COMPANY AHEAD DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
- CLEARLY DESCRIBE THE CONDITIONS NECESSITATING THE WAIVER.
- INCLUDE A PROPOSED DESIGN, AND INCLUDE A DESIGN FOR A BARRIER BETWEEN THE "WET" UTILITIES AND COMPANY DRY FACILITIES IN THE TRENCH WITHIN THE TRENCH. ALL TRENCHES SHALL BE MAINTAINED WITHIN THE TRENCH. LINES CONNECTED TO DOWNSPOTS ON BUILDINGS ARE CONSIDERED A "WET" UTILITY FOR THE PURPOSES OF THIS STANDARD.
- SEPARATIONS SHALL BE MAINTAINED AT ABOVE GROUND TERMINATION POINTS.
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING OF PG&E GAS FACILITIES:
 - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE POLE REPRESENTATIVE ON SITE.
 - THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRAIVE.
 - SOILS MUST NOT CONTAIN CLAYS LARGER THAN 1/2" IN DIAMETER THAT MAY CAUSE SHADING, BEDDING, OR LEAKING.
 - CONSTRUCTION REQUIREMENTS MUST MEET ANY APPLICABLE POLE, FEDERAL, STATE, COUNTY, OR LOCAL REQUIREMENTS.
 - NO USE SHALL THE OVER SATURATION OF NATIVE SOILS TO ACHIEVE THESE REQUIREMENTS.
 - 1/2" SIEVE, 6" DIAMETER BY 2' DEEP, STAINLESS STEEL MESH SCREEN.
 - #4 SCREEN: 6" DIAMETER BY 2' DEEP, STAINLESS STEEL MESH SCREEN.
- PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING AT PEGE ELECTRIC FACILITIES:
 - RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE POLE REPRESENTATIVE ON SITE.
 - SHADING MATERIAL CONTAINING LARGE ROCKS, PAINTING MATERIALS, COALDERS, SHARPLY ANGULAR SUBSTANCES, OR CORROSIVE MATERIALS SHALL NOT BE USED IN THE TRENCH. THE TRENCH SHALL BE SHADDED WITH PG&E APPROVED NATIVE SOILS OR PROPER PROPER COMPACTION OVER OR AROUND THE CONDUITS.
 - NATIVE SOILS CONTAINING ROCKS NOT TO EXCEED 1/2" IN DIAMETER MAY BE INCLUDED IN THE CHADDED MATERIAL, PROVIDED THE ROCKS ARE READILY BREAKABLE BY HAND. NOTE: SOILS CONSISTING PRIMARILY OF CHADDED MATERIAL (CLAY, SAND AND SILT) SHALL NOT BE USED AS SHADING MATERIAL.
 - IF THE USE OF ANY NATIVE MATERIALS DOES NOT ACHIEVE THESE REQUIREMENTS, REFER TO ENGINEERING DOCUMENT 062286 FOR MORE INFORMATION.
- COMPACT NATIVE SOILS ARE PREFERRED TO BE USED FOR SHADING, BEDDING, AND BACKFILLING THROUGHOUT THE TRENCH.
- WHERE NATIVE SOILS EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN FACILITIES THAT EXCEED 1/2" MINUS, CONDUITS SHOULD BE PLACED AT THE BOTTOM OF THE TRENCH. CONDUITS SHOULD BE PLACED ON HARD PAN. POLE APPROVE 1/2" MINUS NATIVE MATERIAL SHALL BE USED FOR SHADING AND/OR BEDDING OF GAS FACILITIES.
- PG&E APPROVED NATIVE MATERIAL IS PER COST ENGINEERING GUIDELINE 4133.
- A LEVELING COURSE IS REQUIRED FOR GAS FACILITIES. THE USE OF NATIVE SOILS IS PREFERRED, BUT IF 1/2" MINUS MATERIAL IS NOT AVAILABLE, THE USE OF NATIVE SOILS IS PERMITTED. THE USE OF PG&E APPROVED NATIVE MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 2" OF COMPACTED 1/2" MINUS NATIVE SOILS OR COMPACTED IMPROVED MATERIAL.
- FOR ELECTRIC FACILITIES, REFER TO UO 115. THIS APPLIES TO LEVELING COURSES AS WELL AS SHADING.
- THE MINIMUM POLE APPROVED BEDDING MATERIAL MAY BE INCREASED AT THE DISCRETION OF PEGE WHEN WARRANTED BY EXISTING FIELD CONDITIONS (E.G. ROCKY SOILS, HARD PAN, ETC.).
- THE USE OF ANY NATIVE MATERIALS FOR SHADING PURPOSES SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT ALLOW FOR REQUIRED COMPACTION.
- THE APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SPOIL AND ASSOCIATED COSTS.
- SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 6" WHEN CROSSING.
- SERVICE SADDLES ARE THE PREFERRED SERVICE FITNESS FOR USE THROUGHOUT THE JOINT TRENCH PROJECT. ALL PRODUCTS WILL BE DESIGNED AND ESTIMATED USING SERVICE SADDLES. HOWEVER, SERVICE TEE'S MAY BE USED IF ALL CLEARANCES, SEPARATION, AND COVERAGE REQUIREMENTS ARE MAINTAINED.
- CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. EARTHQUAKE VALVES ARE REQUIRED IN SOME AREAS AND ARE NOT PART OF PEGE/RAIUS SCOPE. THIS INFORMATION CAN BE FOUND ON BUILDING MECHANICAL ENGINEER'S PLANS. POLE STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES.

ELECTRIC VERTICAL CLEARANCE REQUIREMENTS:

- ABOVE ANY THREE-PHASE PAD-MOUNTED TRANSFORMER/EQUIPMENT LOCATION (EXCEPT MINI THREE PHASE), MAINTAIN 30' MINIMUM UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
- ABOVE ANY OTHER TRANSFORMER/EQUIPMENT LOCATION, MAINTAIN 20' MINIMUM UNSTRUCTURED OVERHEAD CLEARANCE OVER VAULT/PAD.

GAS PIPELINE UNDERGROUND WARNING TAPE NOTES:

- A WARNING TAPE IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRANSMISSION AND DISTRIBUTION FACILITIES. THIS INCLUDES TRENCHES, SILL TUBS, EXCAVATIONS FOR REPAIR PURPOSES AND RISER REPLACEMENTS. THE WARNING TAPE IS INSTALLED THROUGH THE EXCAVATION IN THE "TOLERANCE ZONE" PRIOR TO THE PRELIMINE. WHEN THE WARNING TAPE IS EXPOSED AND EXCAVATED WITH EXISTING EQUIPMENT, IT SHOULD BE IDENTIFIED WITHOUT BREAKING, THIS ALERTING THE EXCAVATOR OF THE GAS FACILITY BELOW.
- INSTALL 6" WIDE WARNING TAPE ABOVE THE GAS PIPELINE AT LEAST 12" BELOW GRADE, AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHALL BE PERFORMED BY THE CONTRACTOR. THE TAPES SHALL BE INSTALLED AS FAR AS POSSIBLE. INSTALL THE TAPE ALONG THE LENGTH OF THE EXCAVATION. DO NOT CUT THE TAPE OVER WHEN TWO OR MORE PIECES OF TAPE ARE USED. EXCEPTION: WHEN A JOINT TRENCH DESIGN DOES NOT ALLOW FOR INSTALLATION OF WARNING TAPE WITHIN THE TOLERANCE ZONE, INSTALL THE WARNING TAPE A MINIMUM OF 6" ABOVE THE PIPELINE AND BELOW THE FACILITY ABOVE THE PIPE.
- WARNING TAPE SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE BURIED BELOW" OR MARKED WITH A SIMILAR NOTIFICATION.
- WARNING TAPE SHALL BE STORED IN SUCH A MANNER THAT LIMITS UNWARRANTED (U) EXPOSURE.



PG&E PM'S:

ELECTRIC:
 35299547 (TOWNHOMES)
 32199689 (APARTMENTS)
 ASSOCIATED WITH RULE 20
 PM# 32555076

DESIGN CHANGE COMPONENT

ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY PEGE A/E

CONSTRUCTION NOTES:

- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PEGE UO STANDARD 32443 (EFFECTIVE DATE 7-5-2006).
- ALL WORK MUST COMPLY WITH PEGE TELEPHONE, CATV, STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. FIELD CONDITIONS MAY REQUIRE CHANGES TO APPROVED PLANS. AT THE DISCRETION OF PEGE INSPECTOR OR OTHERS, RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 1/2" SIEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND IS TO BE AT THE DISCRETION OF THE POLE REPRESENTATIVE ON SITE. THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRAIVE. THE SOILS MUST NOT CONTAIN CLAYS LARGER THAN 1/2" IN DIAMETER AS SHADING, BEDDING OR LEVELING MATERIALS. COMPACTION REQUIREMENTS MUST MEET ANY APPLICABLE P.G.E. E. FEDERAL, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT HINDER THOSE EFFORTS.
- BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. COMPACTION WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
- IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
- VERIFY SPACE BOX EXCAVATION SIZES WITH SUPPLIERS(3).
- THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CABLE WITHIN 12" OF BUILDING EXTERIOR WALLS.
- CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
- IT IS THE TRENCHING CONTRACTOR'S RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES. NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
- RADING DESIGN ASSUMES NO RESPONSIBILITY FOR THE PROJECT'S CONDITIONS. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY PEGE, TELEPHONE, CATV, IMPROVEMENT PLANS AND THE UTILITY COMPANIES. NO SOIL INFORMATION IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY REVIEW THE PROJECT PRIOR TO SUBMITTING HIS BID.
- CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH U.S.P.A., INDUSTRIAL SAFETY, FEDERAL, STATE, COUNTY, OR LOCAL REQUIREMENTS. WORKING NEAR ENERGIZED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAIN POWER, PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
- THE CONTRACTOR SHALL PROTECT CONSTRUCTION STAGING. HE SHALL COORDINATE STAGING WITH THE PROJECT'S CIVIL ENGINEER.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) TWO WORKING DAYS PRIOR TO START OF WORK.
- CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
- THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DESIGNING THE JOINT TRENCH. USE PEGE, AT&T, AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INCLUDING IN THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS BY EACH UTILITY COMPANY.
- NOTE PLANS ISSUED AT THE PRE-CONSTRUCTION MEETING MAY BE SUBJECT TO REVISIONS. IF FINAL PLANS FROM EACH UTILITY COMPANY ARE NOT AVAILABLE AT THE START OF CONSTRUCTION.
- WATER SEWER, DRAINS, SANITARY WASTE PIPES (INCLUDING SEWER AND GASOLINE), OIL PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, SPRINKLER, IRRIGATION, STEAM AND OTHER "WET" FACILITIES SHALL MAINTAIN A MINIMUM OF THREE FEET FROM THE NEAREST DRY SURFACE OF GAS FACILITIES WITH NO LESS THAN ONE FOOT OF EARTH (E.G. BARRIER) BETWEEN THE ADJACENT SIDES OF THE INDIVIDUAL TRENCHES.
- IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
- ALL METER PANELS: INDIVIDUAL, RESIDENTIAL OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALL INSIDE A METER ROOM OR OTHER STRUCTURE, MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW:
 - A. INSTALL ONLY AND MAINTAIN A SEPARATE, NOMINAL, 2-INCH DIAMETER CONDUIT WITH PULL TAPE INSIDE THE CONDUIT AND PULL TAPE MUST EXTEND TO THE UNDER SURFACE OF THE BUILDING AND TERMINATE OUTSIDE THE METER PANEL OR SWITCHBOARD AT THE TOP OF THE METER SECTION.
 - B. ENSURE THE 2-INCH DIAMETER CONDUIT AND PULL TAPE EXTEND OUTSIDE OF THE BUILDING A MINIMUM OF 4 FEET AND A MAXIMUM OF 10 FEET ABOVE GROUND, THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE MUST HAVE A REMOVABLE TEMPORARY CAP OR PLUG.
 - C. DO NOT USE THE CONDUIT, THE CONDUIT IS FOR PIPES METERING EQUIPMENT ONLY.
- THIS JOINT TRENCH PLAN WAS PREPARED BASED ON TOPOGRAPHICAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXCAVATION WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITIES. BROADLY STATED REQUIREMENTS THAT ALL UTILITIES BE PHYSICALLY LOCATED ON THE SITE BEFORE THE ONSET OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPENSATE FOR ACTUAL EXISTING UTILITY LOCATIONS.
- EXCAVATION DIMENSIONS FOR TIE-IN TO EXISTING UTILITY CONDITIONS ARE AT THE DISCRETION OF THE PEGE FIELD INSPECTOR. CONTRACTOR TO COORDINATE WITH INSPECTOR AND EXPOSE UP TO 20' OR MORE OF EXISTING CONDITIONS WHEN NEEDED.

SUBSTRUCTURE VERIFICATION STAMP

DEVELOPER
 PLEASE NOTE AND SIGN
 ALL PEGE ENCLOSURES AND BOXES HAVE BEEN SET TO GRADE ACCORDING TO GRADE SHEETS PROVIDED BY DEVELOPERS ENGINEER. ALL COSTS TO RELOCATE OR RE-NEAREST BOXES AT A LATER DATE WILL BE BELD TO THE DEVELOPER. PLEASE MAKE YOUR SUPPLY VERIFY THE CORRECT GRADE OF ALL ENCLOSURES OR BOXES, AND SIGN AND DATE DRAINING.
 THANK YOU
 SIGNED _____
 DATE _____

UTILITY APPROVALS

UTILITY	APPROVED BY	DATE
AT&T (PHONE)		
COMCAST (CATV)		

FOR RADIUS USE ONLY		
QA REVIEW		
MEMBER	INITIALS	SIGNATURE
KRS		
COMPOSITE		06-21-2023
PRE-COM		
PRE-COM		

DEVELOPER:

THE SOBRATO ORGANIZATION
 599 CASTRO ST, SUITE 400
 MOUNTAIN VIEW, CA 94041
 PETER TSAI
 T: 650-695-1067
 E: PTSAI@SOBRATO.COM

SHEET INDEX

JT-1	JOINT TRENCH TITLE SHEET
JT-2	OVERALL
JT-3,4,5	JOINT TRENCH COMPOSITE
JT-6	JOINT TRENCH SECTIONS



123 Independence
 Menlo Park, CA
 The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title: JOINT TRENCH TITLE SHEET

Job No: 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JT-1

**PRELIMINARY -
NOT FOR CONSTRUCTION**

JTR-4

CONSTITUTION DR

PASEO (EVA)

LOT A
123 INDEPENDENCE DRIVE
316 RESIDENTIAL UNITS

CHRYSLER DR

JTR-3

JTR-5

PASEO (EVA)

F STREET

LOT B
123 INDEPENDENCE DRIVE
52 RESIDENTIAL UNITS

E STREET

J STREET

A STREET

G STREET

C STREET

LOT C
123 INDEPENDENCE DRIVE
18 RESIDENTIAL UNITS

D STREET

LOT D
123 INDEPENDENCE DRIVE
66 RESIDENTIAL UNITS

I STREET

B STREET

JEFFERSON DR

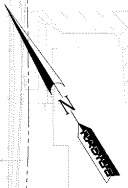
INDEPENDENCE DR

H STREET

C STREET

CHRYSLER DR

INDEPENDENCE DR



SHEET INDEX

JT-1	JOINT TRENCH TITLE SHEET
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123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
OVERALL

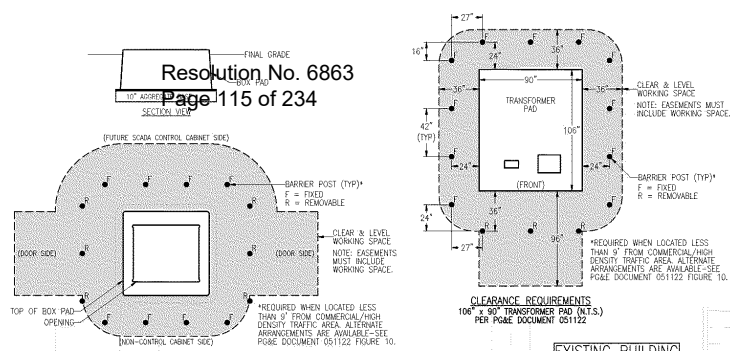
Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No:
JT-2

**-PRELIMINARY-
NOT FOR CONSTRUCTION**

**THIS IS NOT A BID DOCUMENT
THIS DRAWING HAS NOT YET BEEN REVIEWED BY
UTILITY COMPANIES AND IS SUBJECT TO CHANGE.**

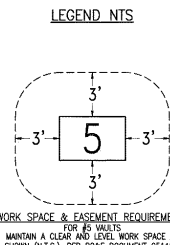
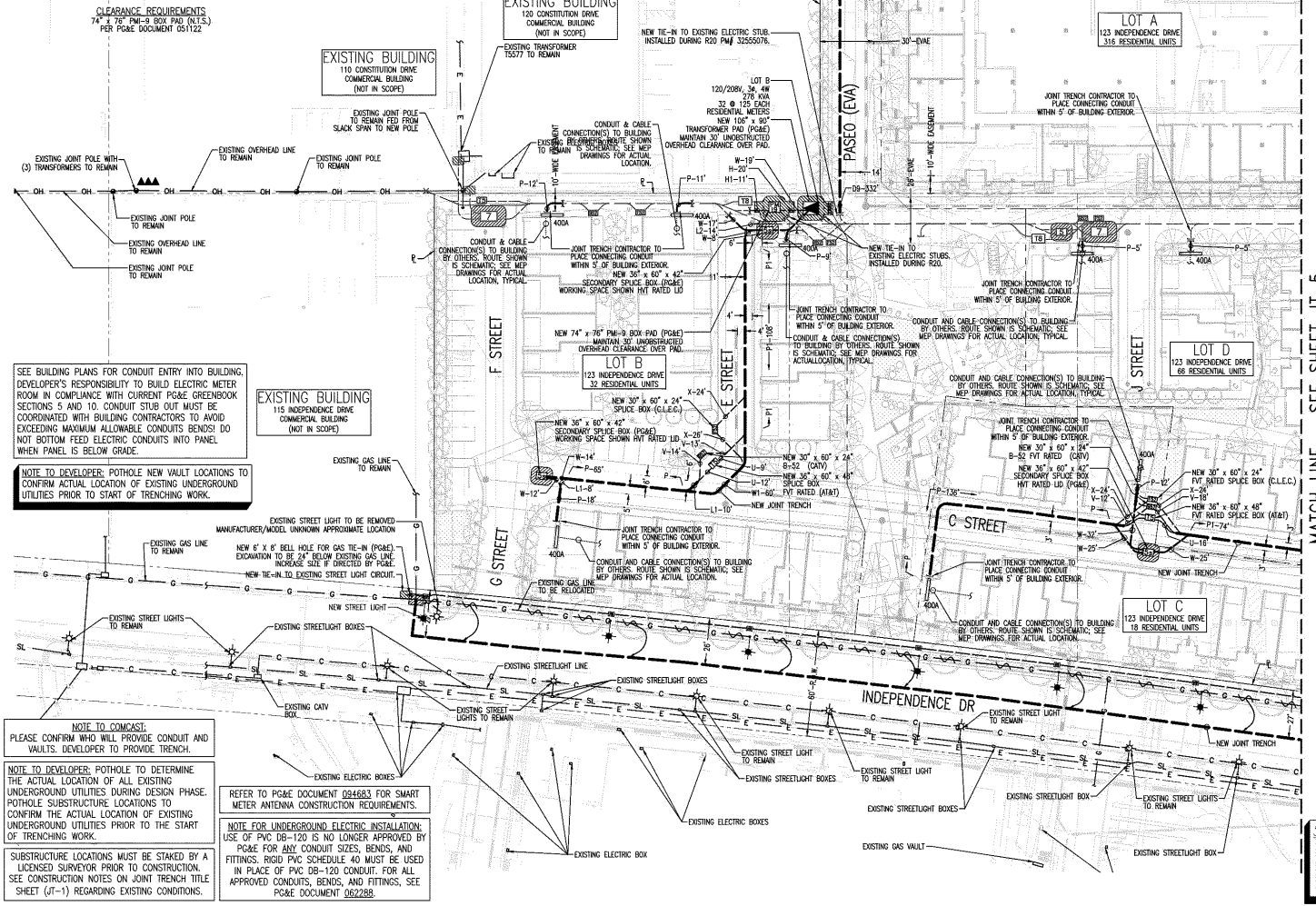
**NOTE TO CONTRACTOR:
FOR CONTRACTOR'S WORK RESPONSIBILITY,
REFER TO JOINT TRENCH TITLE SHEET (JT-1)**



**UTILITIES
PLEASE CONFIRM
TIE IN LOCATIONS**

LEGEND:

NEW	DESCRIPTION
	100' x 90' TRANSFORMER PAD (PG&E) WITH BARRIER POSTS, WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	74' x 76' PM-9 BOX PAD (PG&E) WITH BARRIER POSTS, WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	4'-6" x 8'-6" SPLICER BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER ENCLASURE.
	3' x 5' x 3'-6" SPLICER BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER ENCLASURE.
	72" x 36" JUNCTION PAD (PG&E) WITH BARRIER POSTS, WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	6' x 8' BELL HOLE FOR GAS TIE-IN (PG&E). EXCAVATION TO BE 24" BELOW EXISTING GAS LINE. INCREASE SIZE IF DIRECTED BY PG&E.
	(N)OH OVERHEAD LINE
	X POLE
	IT3 36" x 60" x 48" SPLICER BOX (AT&T)
	IT2 30" x 60" x 24" B-52 (CATV)
	IT1 30" x 60" x 24" SPLICER BOX (C.L.E.C.)
	SL STREET LIGHT
	SB SPLICER BOX 3-1/2" PULL BOX 10" x 17" x 12" H8
EXISTING	DESCRIPTION
	OH OVERHEAD LINE
	E ELECTRIC LINE
	G GAS LINE
	T PHONE LINE
	C CATV LINE
	FO FIBER OPTIC LINE
	JP JOINT POLE
	OH OVERHEAD LINE TO BE REWORKED
	JP JOINT POLE TO BE REWORKED
	OH OVERHEAD LINE TO BE RELOCATED
	JP JOINT POLE TO BE RELOCATED



SEE BUILDING PLANS FOR CONDUIT ENTRY INTO BUILDING. DEVELOPER'S RESPONSIBILITY TO BUILD ELECTRIC METER ROOM IN COMPLIANCE WITH CURRENT PG&E GREENBOOK SECTIONS 9 AND 10. CONDUIT STUB OUT MUST BE COORDINATED WITH BUILDING CONTRACTORS TO AVOID EXCEEDING MAXIMUM ALLOWABLE CONDUITS BENDS DO NOT BOTTOM FEED ELECTRIC CONDUITS INTO PANEL WHEN PANEL IS BELOW GRADE.

NOTE TO DEVELOPER: POT HOLE NEW VAULT LOCATIONS TO CONFIRM ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF TRENCHING WORK.

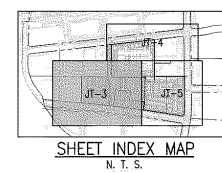
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NOTE TO DEVELOPER: POT HOLE TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POT HOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
USE OF PVC 10-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC 10-120 CONDUIT FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS. SEE PG&E DOCUMENT 062288.

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.



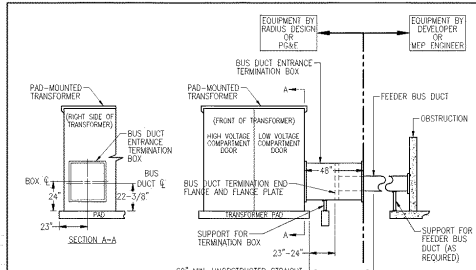
SHEET INDEX

JT-1	JOINT TRENCH TITLE SHEET
JT-2	OVERALL
JT-3,4,5	JOINT TRENCH COMPOSITE
JT-6	JOINT TRENCH SECTIONS

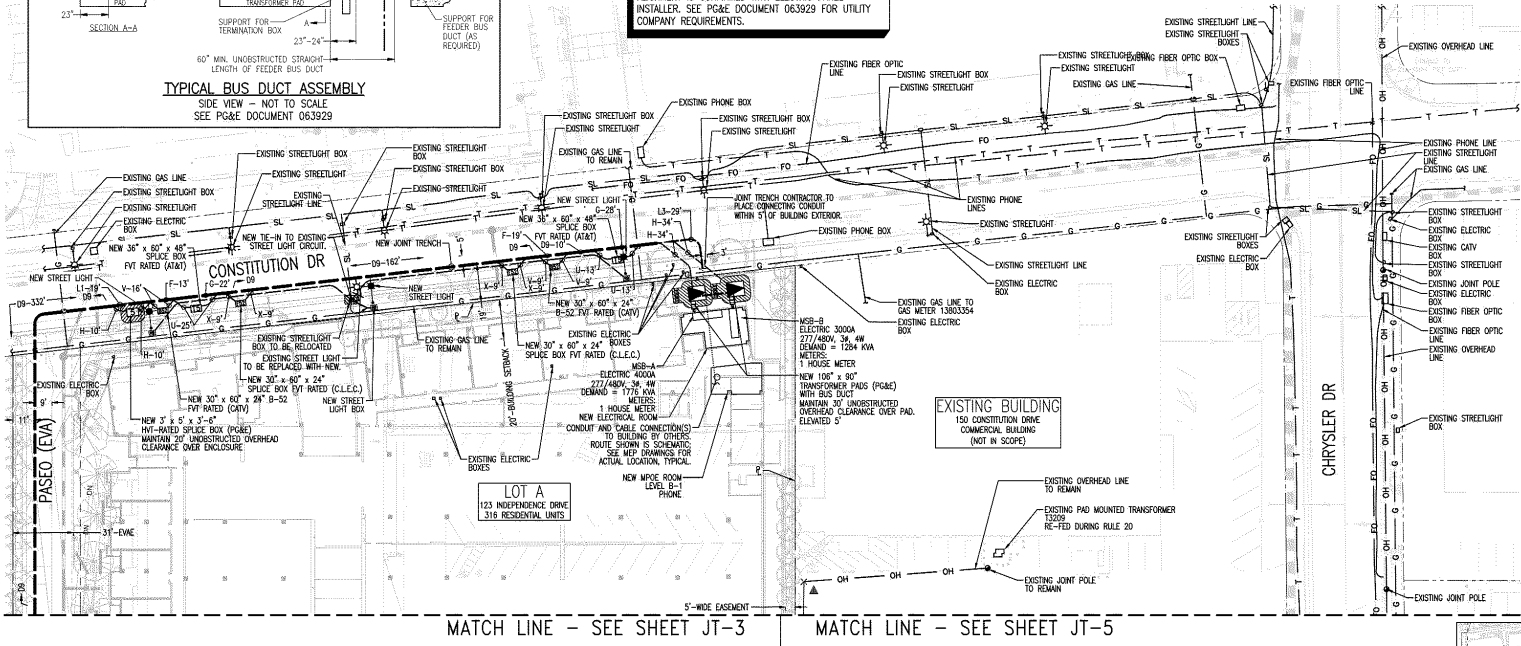
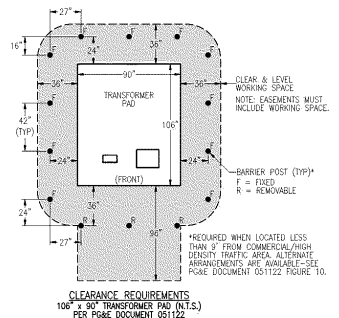
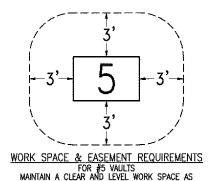


THIS IS NOT A BID DOCUMENT
 THIS DRAWING HAS NOT YET BEEN REVIEWED BY
 UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

NOTE TO CONTRACTOR:
 FOR CONTRACTOR'S WORK RESPONSIBILITY,
 REFER TO JOINT TRENCH TITLE SHEET (JT-1)



TRANSFORMER BUS DUCT TERMINATION; CAUTION!
 DO NOT INSTALL TRANSFORMER PAD UNTIL BUS DUCT
 ALIGNMENT IS CONFIRMED WITH ELECTRIC PANEL
 INSTALLER. SEE PG&E DOCUMENT 063929 FOR UTILITY
 COMPANY REQUIREMENTS.



LEGEND:

NEW	DESCRIPTION
	106' x 90' TRANSFORMER PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	100' x 80' TRANSFORMER PADS (PG&E) WITH BUS DUCT. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD. ELEVATED 5'
	74' x 76' PM-9 BOX PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD.
	4'-6" x 8'-6" SPlice BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNOBSTRUCTED OVERHEAD CLEARANCE OVER PAD. ELEVATED 5'
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	6' x 8' BELL HOLE FOR GAS TIE-IN (PG&E). EXCAVATION TO BE 24" BELOW EXISTING GAS LINE. INCREASE SIZE IF DIRECTED BY PG&E.
(N)OH	OVERHEAD LINE
X	POLE
ITS	36" x 60" x 48" SPlice BOX (AT&T)
IBS	30" x 60" x 24" B-52 (CATV)
ISB	30" x 60" x 24" SPlice BOX (G.L.E.C.)
SL	STREET LIGHT
SB	SPlice BOX 3-1/2 PULL BOX 10" x 17" x 12" HS
EXISTING	DESCRIPTION
OH	OVERHEAD LINE
E	ELECTRIC LINE
G	GAS LINE
T	PHONE LINE
C	CATV LINE
FO	FIBER OPTIC LINE
JP	JOINT POLE
OH	OVERHEAD LINE TO BE REMOVED
OH	OVERHEAD LINE TO BE RELOCATED
OH	JOINT POLE TO BE RELOCATED
OH	JOINT POLE TO BE DELETED

LEGEND NTS

NOTE TO COMCAST:
 PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VULTS. DEVELOPER TO PROVIDE TRENCH.

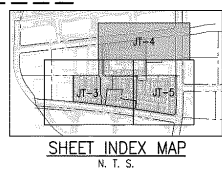
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SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

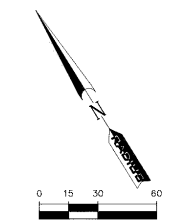
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SEE BUILDING PLANS FOR CONDUIT ENTRY INTO BUILDING. DEVELOPER'S RESPONSIBILITY TO BUILD ELECTRIC METER ROOM IN COMPLIANCE WITH CURRENT PG&E GREENBOOK SECTIONS 5 AND 10. CONDUIT STUB OUT MUST BE COORDINATED WITH BUILDING CONTRACTORS TO AVOID EXCEEDING MAXIMUM ALLOWABLE CONDUITS BENDS! DO NOT BOTTOM FEED ELECTRIC CONDUITS INTO PANEL WHEN PANEL IS BELOW GRADE.



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JT-2	OVERALL
JT-3,4,5	JOINT TRENCH COMPOSITE
JT-6	JOINT TRENCH SECTIONS



123 Independence
 Menlo Park, CA

The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
JOINT TRENCH INTENT

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JT-4

THIS IS NOT A BID DOCUMENT
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SEE BUILDING PLANS FOR CONDUIT ENTRY INTO BUILDING.
 DEVELOPER'S RESPONSIBILITY TO BUILD ELECTRIC METER
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 WHEN PANEL IS BELOW GRADE.

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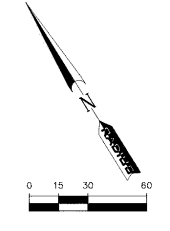
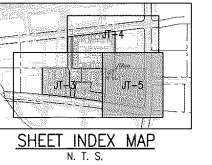
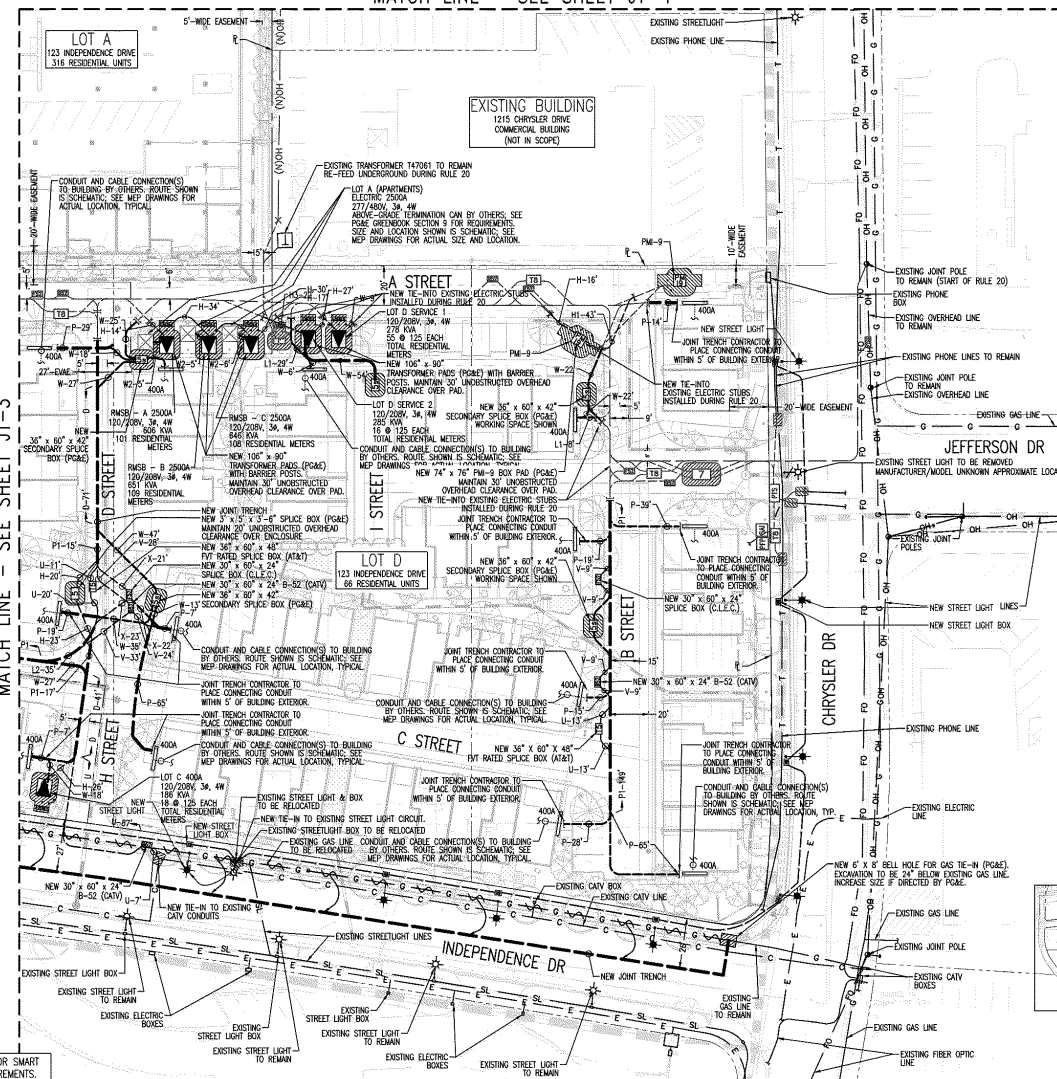
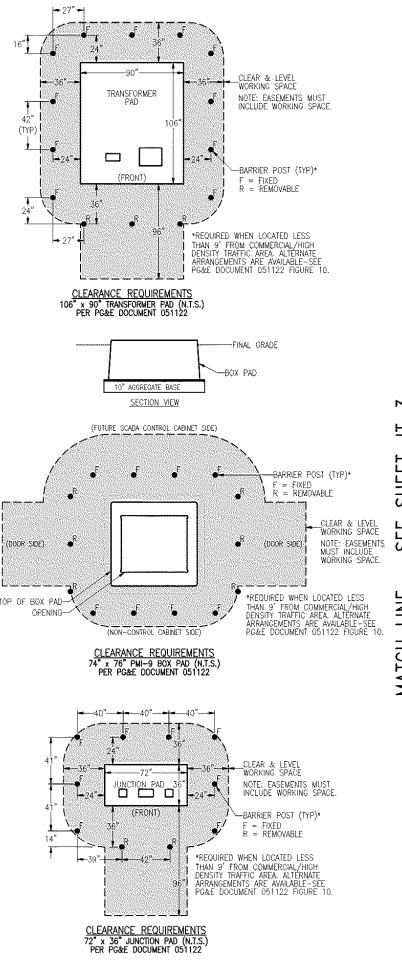
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G	GAS LINE
T	PHONE LINE
C	CATV LINE
FO	FIBER OPTIC LINE
JO	JOINT POLE
OH	OVERHEAD LINE TO BE RELOCAED
OH	JOINT POLE TO BE RELOCAED
OH	OVERHEAD LINE TO BE RELOCAED



123 Independence
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 The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
JOINT TRENCH INTENT
 Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME
 Sheet No.:
JT-5



SHEET INDEX

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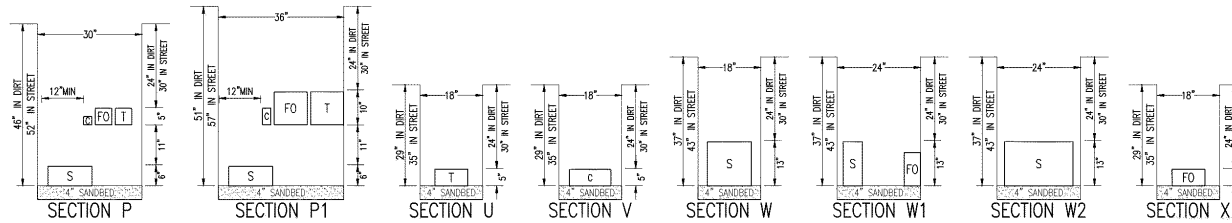
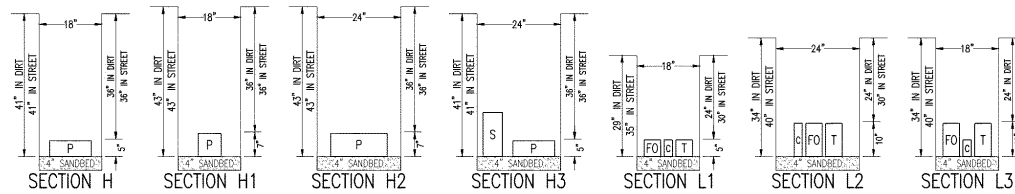
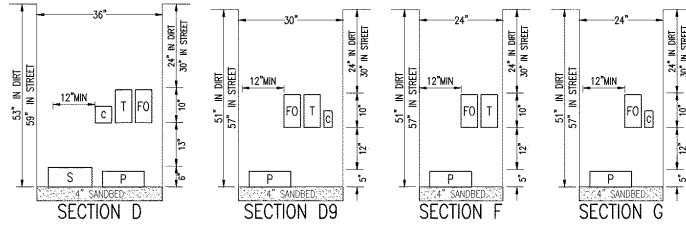
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SECTION	G	T	C	S	P	OTHER
E**	X	X	X	X	X	
F**	X	X	X	X	X	
G**	X	X	X	X	X	
H**	X	X	X	X	X	
I**	X	X	X	X	X	
J**	X	X	X	X	X	
K**	X	X	X	X	X	
L**	X	X	X	X	X	
M**	X	X	X	X	X	
N**	X	X	X	X	X	
O**	X	X	X	X	X	
P**	X	X	X	X	X	
Q**	X	X	X	X	X	
R**	X	X	X	X	X	
S**	X	X	X	X	X	
T**	X	X	X	X	X	
U**	X	X	X	X	X	
V**	X	X	X	X	X	
W**	X	X	X	X	X	
X**	X	X	X	X	X	

* THESE SECTIONS MAY OR MAY NOT CONTAIN SECONDARY CONDUIT
 ** THESE SECTIONS MAY OR MAY NOT CONTAIN C.L.E.C. FIBER CONDUIT

CONTRACTOR NOTES:

1. THE SYMBOLS [S] [P] [C] [T] [FO] INDICATE OCCUPANCY ONLY. SEE ELECTRIC, GAS, CATV, TELEPHONE, AND FIBER OPTIC PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS.
2. THIS PLAN IS TO BE USED AS A GUIDE FOR TRENCHING WIDTH AND DEPTH AND NOT CONDUIT INSTALLATION.
3. CONTRACTOR TO PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTON.
4. CONTRACTOR TO INCLUDE INCIDENTAL TRENCHING IN SPICE BOX, VAULT, OR TRANSFORMER EXCAVATION IN AREAS WHERE NO ENTRANCE OR EXIT OF TRENCH IS SHOWN.
5. UTILITY COMPANIES RESERVE THE RIGHT TO MAKE FIELD ADJUSTMENTS AS NECESSARY.

SOILS NOTES:

1. RADIUS IS NOT RESPONSIBLE FOR ANY SOILS ENGINEERING TO DETERMINE THE ABILITY TO CONSTRUCT OR THE PROJECT CONDITIONS.
2. RADIUS ASSUMES NO RESPONSIBILITY FOR ADDITIONAL WORK DUE TO ADVERSE JOB SITE CONDITIONS.
3. PG&E WILL REQUIRE SOILS ANALYSIS FOR SUBSURFACE TRANSFORMER (IF APPLICABLE).

	G	D	EP	C	S	P	FO	MIN. COVER
G-GAS	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
T-TELEPHONE (TRENCH)	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
T-TELEPHONE (DIRECT BURY)	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
C-CATV	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
S-SECONDARY SECONDARY	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
P-ELECTRIC PRIMARY	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET
FO-FIBER OPTIC	12"	12"	12"	12"	12"	12"	12"	24" 30" IN STREET

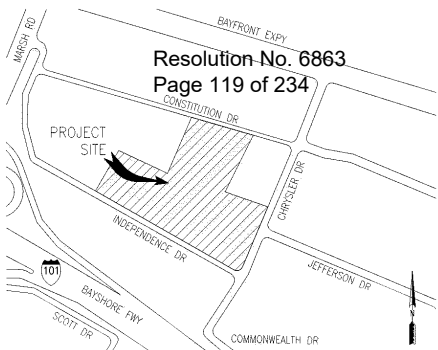
ABBREVIATIONS:

- [P] PRIMARY (PG&E)
- [S] SECONDARY (PG&E)
- [C] CATV (COMCAST)
- [T] PHONE (AT&T)
- [FO] FIBER OPTIC (C.L.E.C.)

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- JT-1 JOINT TRENCH TITLE SHEET
- JT-2 OVERALL
- JT-3,4,5 JOINT TRENCH COMPOSITE
- JT-6 JOINT TRENCH SECTIONS





VICINITY MAP
N. T. S.

**WORK RESPONSIBILITY
JOINT TRENCH**

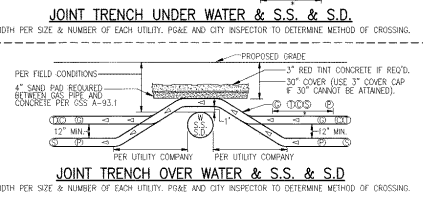
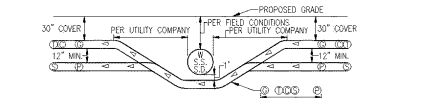
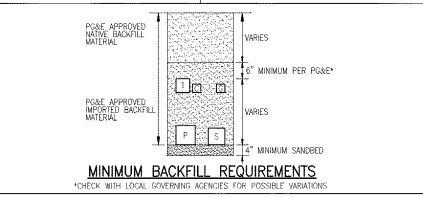
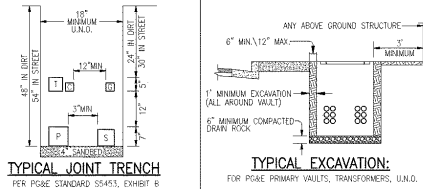
CONTRACTOR	○
CITY ENGINEER	○
PG&E ELECTRICAL	○
PG&E GAS	○
PG&E C&TV	○
PG&E C&TV	○
PG&E ELECTRICAL	○
PG&E GAS	○
PG&E C&TV	○
PG&E ELECTRICAL	○
PG&E GAS	○
PG&E C&TV	○
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PG&E ELECTRICAL	○
PG&E GAS	○
PG&E C&TV	○
PG&E ELECTRICAL	○
PG&E GAS	○
PG&E C&TV	○
PG&E ELECTRICAL	○
PG&E GAS	○
PG&E C&TV	○

● WORK TO BE PERFORMED BY THE RESPECTIVE CONTRACTOR & UTILITY COMPANIES
 ○ ASSUME CONTRACTOR RESPONSIBILITY UNLESS OTHERWISE SPECIFIED
 ○ NOT APPLICABLE UNLESS OTHERWISE SPECIFIED
 ○ NOTE: TO PULL CABLE INTO ENERGIZED ENCLOSURES
 * REFER TO WORK DETAILED WORK RESPONSIBILITY BREAKDOWN, SEE CORRESPONDING MATERIAL LIST.

THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

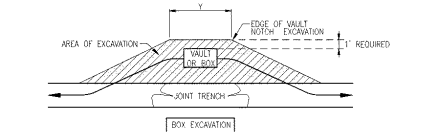
DESCRIPTION	DATE	STATUS
C&TV IMPROVEMENT PLANS/GRADING PLANS	07-01-2022	PRELIMINARY
STRUCTURAL/ELECTRICAL FILE	06-06-2021	PRELIMINARY
APPLICANT DESIGN (GAS)	N/A	N/A
APPLICANT DESIGN (ELECTRIC)	07-01-2022	PRELIMINARY
TELEPHONE	07-06-2022	PRELIMINARY
C&TV	07-06-2022	PRELIMINARY
C.I.E.C.	07-05-2022	PRELIMINARY
LANDSCAPE	03-17-2022	PRELIMINARY
LIGHT LOCATIONS	08-25-2022	PRELIMINARY

RADIUS DESIGN is not responsible for any
 substantial changes or omissions.
 OTHER UTILITIES SHOWN ARE APPROXIMATE AND BASED ON FIELD SURVEY AND AVAILABLE UTILITY INFORMATION. IT IS THE CONTRACTORS' RESPONSIBILITY TO VERIFY THE ACTUAL LOCATION AND EXISTENT UTILITIES PRIOR TO THE COMMENCEMENT OF WORK. PHYSICAL VERIFICATION OF UTILITY LOCATIONS SHALL BE PERFORMED BY CAREFUL PROBING OR HAND DIGGING IN ACCORDANCE WITH ARTICLE 6 OF THE CALIFORNIA CONSTRUCTION SAFETY ORDERS.



NOTE: TRENCH DEPTH NOT TO EXCEED 5' UNLESS APPROVED BY PG&E INSPECTOR. IN NO CASE SHOULD PLASTIC GAS PIPE BE INSTALLED AT A DEPTH GREATER THAN 10' UNLESS APPROVED BY PG&E SENIOR GAS ENGINEER.

TRENCHING CONTRACTOR SHALL NOT ASSUME THAT EITHER OF THE ABOVE DETAILS WILL BE ACCEPTABLE TO PG&E. YOU ARE REQUIRED TO CONTACT THE LOCAL PG&E ENGINEERING OFFICE WITH ANY ISSUE RELATING TO COVERS LESS THAN MINIMUM OR COVERS REQUIRING SHORING. CONCRETE CAPTING IS ONLY ACCEPTABLE WHERE NO OTHER SOLUTION IS POSSIBLE AND ONLY WHEN CERTAIN CRITERIA ARE MET AND ONLY WITH PG&E APPROVAL.



TYPICAL PG&E PRIMARY BOX EXCAVATION DETAIL

CONDUIT DIAMETER	VERTICAL RADIUS	HORIZONTAL RADIUS
3"	24"	36"
3 1/2"	24"	36"
4"	36"	36"
4 1/2"	36"	36"

ELECTRIC CONDUIT MINIMUM BEND RADIUS

CONDUIT DIAMETER	VERTICAL RADIUS	HORIZONTAL RADIUS
3"	24"	36"
3 1/2"	24"	36"
4"	36"	36"
4 1/2"	36"	36"

NOTE: 31/2" MIN BENDS IN ANY SECONDARY CONDUIT RUN 200' OR LESS. 300' MIN BENDS IN ANY PRIMARY CONDUIT RUN.

TYPICAL GAS METER REQUIREMENTS*

METER TYPE	LOAD (SQFT)	DELIVERY PRESSURE (PSIG)	PAD SIZE (INCHES)	MIN. WIDTH REQUIRED FOR METER (INCHES)	DISTANCE FROM RISER TO FINISHED WALL (INCHES)	MIN. HOUSING TUB (INCHES)
TYPICAL	0-500	0.25	N/A UNLESS USING FLEX-HOSE METERS	24	6 TO 9	4
400 TO 1000	351-1,400	0.25	N/A UNLESS USING FLEX-HOSE METERS	30	6 TO 9	6
1.5M OR 2M ROTARY	2001-2,400	APPROVED BY PG&E	40 X 36 X 4	52	20	VARIABLES
5M OR 7M ROTARY	1,401-3,000	APPROVED BY PG&E	78 X 36 X 4	90	20	VARIABLES
11M OR 17M ROTARY	3,001-7,000	APPROVED BY PG&E	94 X 36 X 4	106	20	VARIABLES

*ACTUAL METER-SET CONFIGURATIONS MAY DIFFER DEPENDING ON FIELD CONDITIONS AND RESTRICTIONS. FOR GAS METER DETAILS, SEE SECTION 2 OF CURRENT PG&E GAS SERVICE REQUIREMENTS GREENBOOK BY PG&E. PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT. SEE NOTE 17 UNDER GENERAL NOTES ON SHEET JT-1.
 *DELIVERY PRESSURE TO BE CONFIRMED VIA BLOWING, PULVING AND MECHANICAL PLANS. PG&E MAINTAINS SOLE AUTHORITY TO DETERMINE IF THE DELIVERED DELIVERY-PRESSURE SERVICE IS AVAILABLE AT A SPECIFIC LOCATION.

- GENERAL NOTES:**
- JOINT TRENCH MUST BE INSTALLED ENTIRELY WITHIN AN EASEMENT. EASEMENTS FOR JOINT TRENCH SERVICE LATERALS WITHIN PROJECT ON PRIVATE PROPERTY ARE AT THE DISCRETION OF THE UTILITY COMPANIES.
 - ALL DEPTHS AND RESULTING COVER REQUIREMENTS ARE MEASURED FROM FINISH GRADE.
 - COVER, CLEARANCES, AND SEPARATIONS SHALL BE AS GREAT AS PRACTICABLE UNDER THE CIRCUMSTANCES, BUT UNDO NO CONSTRUCTION SHALL BE LESS THAN THE MINIMUM COVER, CLEARANCES AND SEPARATIONS REQUIRMENTS SET FORTH IN GENERAL NOTES 15A AND 15B AND 15C. 15D, 15E, 15F, 15G, AND 15H. ALL JOINT TRENCH WITH GAS FACILITIES SHALL BE ANCHORED IN PLACE PRIOR TO COMPACTION, OR OTHER MEANS SHALL BE TAKEN TO ENSURE NO MOTION OF THE FACILITIES DURING THE REQUIRING FOR SHORING, BEDDING, AND BACKFILLING SHALL BE DETERMINED SUBSEQUENT TO COMPACTION.
 - TRENCH DIMENSIONS SHOWN ARE TYPICAL. TRENCH SIZES AND CONFIGURATIONS MAY VARY DEPENDING UPON OCCUPANCY AND/OR FIELD CONDITIONS. TRENCH SIZE AND CONFIGURATION MUST AT ALL TIMES BE CONSTRUCTED IN A MANNER THAT ENSURES PROPER CLEARANCES AND COVER REQUIREMENTS ARE MET. ANY CHANGE TO THE TRENCH WIDTH AND CONFIGURATIONS AS SHOWN MUST BE APPROVED BY PG&E PRIOR TO THE START OF CONSTRUCTION.
 - IT IS REFERRED TO HAVE NON-POLE OWNED STRUCTURES AT A LEVEL OTHER THAN THE GAS OR ELECTRIC LEVEL. NON-POLE OWNED STRUCTURES MAY BE AT THE ELECTRIC LEVEL OF THE TRENCH AS LONG AS MINIMUM CLEARANCES ARE MAINTAINED AND THE STRUCTURE IS ANCHORED TO THE TRENCH WALLS TO PREVENT MOVEMENT. ALL FACILITIES SHALL BE ANCHORED TO THE TRENCH WALLS TO PREVENT MOVEMENT.
 - NON-UTILITY FACILITIES ARE NOT ALLOWED IN ANY JOINT UTILITY TRENCH. E.G. IRRIGATION CONTROL LINES, BUILDING FIRE ALARM SYSTEMS, PRIVATE TELEPHONE SYSTEMS, OUTDOOR ELECTRICAL CABLE, ETC.
 - WHEN COMMUNICATION DUCTS ARE INSTALLED, A MINIMUM OF 12" RIGID SEPARATION SHALL BE MAINTAINED FROM GAS FACILITIES. EXCEPT WITH MUTUAL AGREEMENT, WHEN A 4-INCH DIAMETER OR SMALLER GAS PIPE IS INSTALLED, THE SEPARATION MAY BE REDUCED TO NOT LESS THAN 6" RIGID SEPARATION.
 - PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
 - MAINTAIN PROPER SEPARATION BETWEEN PG&E FACILITIES AND "WET" UTILITY LINES AS DESCRIBED IN UNDO STANDARD 55453. THE MINIMUM ALLOWABLE HORIZONTAL SEPARATION BETWEEN COMPANY FACILITIES AND "WET" FACILITIES IS 3" WITH A MINIMUM OF 18" VERTICAL SEPARATION. SEPARATION BETWEEN "WET" UTILITY LINES AND COMPANY DRY FACILITIES, IF A "Y" HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY BE REQUESTED BY THE LOCAL INSPECTORS/ENGINEERS AND SUBMITTED TO THE SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL. SEPARATIONS OF 1" OR LESS ARE NOT PERMITTED. THIS SEPARATION REQUIREMENT IS NOT APPLICABLE TO FACILITIES THAT ARE INSTALLED IN CONJUNCTION WITH A WATER MAIN. THE COMPANY MAY ADOPT TO HAVE THE MINIMUM 1" SEPARATION REQUIREMENT AT THE REQUEST OF AN APPLICANT IF WARRANTED AND THE NEED IS SHOWN BY THE SOLECKET FOR A WORKER MUST.
 - BE MADE IN WRITINGS AND SUBMITTED TO THE COMPANY ADE DURING THE PLANNING AND DESIGN PHASE OF THE PROJECT.
 - CLEARLY DESCRIBE THE CONDITIONS NECESSITATING THE VARIANCE.
 - INCLUDE A PROPOSED DESIGN, AND INCLUDE A DESIGN FOR A BARRIER BETWEEN THE "WET" UTILITIES AND COMPANY DRY FACILITIES IN THE EVENT THAT THE BARRIER WILL BE MAINTAINED FOR THE LIFE OF THE CONDUITS AND/OR CONNECTED TO DOWNSPOTS ON BUILDINGS ARE CONSIDERED A "WET" UTILITY FOR THE PURPOSES OF THIS STANDARD.
 - SEPARATIONS SHALL BE MAINTAINED AT ABOVE GROUND TERMINATION POINTS.
 - PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING OF PG&E GAS FACILITIES:
 • RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH NO. 40 AND 20# MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE.
 • THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRAISIVE.
 • THE SOILS MUST NOT CONTAIN CLAYS AND SHALE WHICH MAY BE USED AS SHADING MATERIAL.
 • CONSTRUCTION REQUIREMENTS MUST MEET ANY APPLICABLE LOCAL, FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS.
 • ALL SOILS SHALL MEET THE OVER SATURATION OF NATIVE SOILS TO NOT TO EXCEED THESE REQUIREMENTS.
 • 1/2" SEVE # 6 DIAMETER BY 2' DEEP, STAINLESS STEEL MESH SCREEN.
 • #4 SCREEN: 6" DIAMETER BY 2' DEEP, STAINLESS STEEL MESH SCREEN.
 - PROCEDURES FOR APPROVING NATIVE BACKFILL FOR SHADING AT PG&E ELECTRIC FACILITIES:
 • RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF 3 LOCATIONS PER 1,000' OF TRENCH. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE.
 • SHADING MATERIAL CONTAINING LARGE ROCK, PAINTING MATERIALS, COBLES, SHARPLY ANGULAR SUBSTANCES, OR CORROSIVE MATERIAL SHALL NOT BE USED IN THE TRENCH. SUCH MATERIAL MAY DAMAGE THE CONDUITS AND/OR PREVENT PROPER COMPACTION OVER OR AROUND THE CONDUITS.
 • NATIVE SOILS CONTAINING ROCKS NOT TO EXCEED 1/2" IN DIAMETER MAY BE INCLUDED IN THE CHANGING MATERIAL, PROVIDED THE ROCKS ARE ROUNDLY BREAKABLE BY HAND. NOTE: SOILS CONSISTING PRIMARILY OF ADOBE, HARD COMPACT (BLENDED) CLAY, AND BAY MUDS SHALL NOT BE USED AS SHADING MATERIAL.
 • AT NO TIME SHALL THE OVER SATURATION OF NATIVE SOILS TO EXCEED THESE REQUIREMENTS.
 • REFER TO ENGINEERING DOCUMENT 062286, ITEM 13 ON PAGE 2.
 - COMPACT NATIVE SOILS ARE PREFERRED TO BE USED FOR SHADING, BEDDING, AND BACKFILLING THROUGHOUT THE PROJECT.
 • WHERE NATIVE SOILS EXCEED 1/2" MINUS AND/OR WHERE GAS IS TO BE PLACED AT THE BOTTOM OF A TRENCH IN FACILITIES THAT EXCEED 1/2" MINUS COVER OR WHERE THE BOTTOM OF A TRENCH IS CONSIDERED TO CONSIST OF HARD PAN, IMPROVE 1/2" MINUS INQUIRY MATERIAL SHALL BE USED FOR SHADING AND/OR BEDDING OF GAS FACILITIES.
 • PG&E APPROVED IMPORT MATERIAL IS PER COT ENGINEERING GUIDELINE 4133.
 • A LEVELING COURSE IS REQUIRED FOR GAS FACILITIES. THE USE OF NATIVE SOIL IS PREFERRED, BUT IF 1/2" MINUS MATERIAL IS NOT AVAILABLE WITH THE NATIVE SOILS, THE USE OF PG&E APPROVED IMPORT MATERIALS IS REQUIRED. BEDDING UNDER GAS FACILITIES WILL BE A MINIMUM OF 2" OF COMPACTED 1/2" MINUS NATIVE SOILS OR PG&E APPROVED IMPORT MATERIAL.
 • FOR ELECTRIC FACILITIES, REFER TO THIS APPLIES TO LEVELING COURSES AS WELL AS SHADING.
 • THE MINIMUM PG&E APPROVED BEDDING MATERIAL MAY BE INCREASED AT THE DISCRETION OF PG&E WHEN WARRANTED BY EXISTING FIELD CONDITIONS (E.G. ROCKY SOILS, HARD PAN, ETC.).
 • THE USE OF ANY IMPORT MATERIAL, BACKFILLING PURPOSES SHALL BE LIMITED TO THOSE SITUATIONS WHEN NATIVE SOILS DO NOT ALLOW FOR REQUIRED COMPACTION.

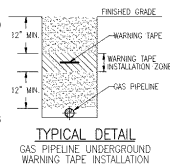
- THE APPLICANT IS RESPONSIBLE FOR THE REMOVAL OF EXCESS SPOIL AND ASSOCIATED COSTS.
- SEPARATION BETWEEN GAS FACILITIES AND ELECTRIC FACILITIES MAY BE REDUCED TO 6" WHEN CROSSING.
- SERVICE SADDLES ARE THE PREFERRED SERVICE FITNESS FOR USE THROUGHOUT THE JOINT TRENCH PROJECT. ALL CLEARANCES, SEPARATION, AND COVER REQUIREMENTS ARE MAINTAINED.
- CONTRACTOR TO INCREASE METER SPACING AS NECESSARY WHEN EARTHQUAKE VALVES OR OTHER ADDITIONAL SAFETY EQUIPMENT ARE REQUIRED. EARTHQUAKE VALVES ARE REQUIRED IN SOME AREAS AND ARE NOT PART OF PG&E/RADIUS SCOPE. THIS INFORMATION CAN BE FOUND ON BUILDING MECHANICAL ENGINEERS' PLANS. PG&E STANDARD METER SPACING REQUIREMENTS DO NOT INCLUDE CLEARANCE FOR EARTHQUAKE VALVES.

TRANSFORMER CLEARANCE REQUIREMENTS:

- ABOVE ANY THREE PHASE PAD-MOUNTED TRANSFORMER LOCATION (EXCEPT WITH THREE PHASE), MAINTAIN 30" MINIMUM UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER PAD.
- ABOVE ANY OTHER TRANSFORMER LOCATION, MAINTAIN 20" MINIMUM UNOBSTRUCTED OVERHEAD CLEARANCE OVER TRANSFORMER VAULT/PAD.

GAS PIPELINE UNDERGROUND WARNING TAPE NOTES:

- A WARNING TAPE IS TO BE INSTALLED IN OPEN TRENCH INSTALLATION OVER GAS PIPELINES IN BOTH TRANSMISSION AND DISTRIBUTION FACILITIES. THIS INCLUDES TRENCHES, BELL HOLES, EXCAVATIONS FOR REPAIR PURPOSES AND RISER REPLACEMENTS. THE WARNING TAPE IS INTENDED FOR EXCAVATOR DIGGING IN THE "TOLERANCE ZONE" TO STRIKE THE WARNING TAPE PRIOR TO THE PRELIMINE WHEN THE WARNING TAPE IS EXPOSED AND SHABBED WITH INADEQUATE EQUIPMENT. IT STRIKES WITHOUT BREAKING, THIS ALERTING THE EXCAVATOR OF THE GAS FACILITY BELOW.
- INSTALL 6" WIDE WARNING TAPE ABOVE THE GAS PIPELINE AT LEAST 12" BELOW GRADE, AND NO CLOSER THAN 12" FROM THE PIPE. INSTALLATION SHOULD BE DONE AT THE GREATEST POSSIBLE DEPTH. THE HEIGHT AND THE TAPE AS POSSIBLE. INSTALL THE TAPE ALONG THE LENGTH OF THE EXCAVATION, ENSURE THAT THE TAPE OVERLAPS WHEN THE PIECES OF TAPE ARE USED. EXCEPTION: WHEN A JOINT TRENCH DESIGN DOES NOT ALLOW FOR INSTALLATION OF WARNING TAPE WITHIN THE "TOLERANCE ZONE", INSTALL THE WARNING TAPE A MINIMUM OF 6" ABOVE THE PIPELINE AND ABOVE THE FACILITY AS SHOWN.
- WARNING TAPE SHALL BE BRIGHTLY COLORED YELLOW AND MARKED "CAUTION: GAS LINE BURIED BELOW" OR MARKED WITH A SIMILAR NOTIFICATION.
- WARNING TAPE SHALL BE STORED IN SUCH A MANNER THAT LIMITS ULTRAVIOLET (UV) EXPOSURE.



PG&E PM'S:
 ELECTRIC: 32555076
 ASSOCIATED WITH NEW BUSINESS PM'S
 35299547 (TOWNHOMES)
 35299689 (APARTMENTS)

DESIGN CHANGE COMPONENT
 ANY CHANGES TO THIS DESIGN MUST BE APPROVED BY PG&E A/E

- CONSTRUCTION NOTES:**
- ALL TRENCHING, BACKFILLING AND INSTALLATION BY CONTRACTOR MUST COMPLY WITH PG&E UNDO STANDARD 55453 (EFFECTIVE DATE 7-5-2006).
 - ALL WORK MUST COMPLY WITH P.G. & E. TELEPHONE, C&TV, STANDARDS AND PRACTICES. ALL WORK MUST BE INSPECTED AND APPROVED BY RESPECTIVE INSPECTORS. RANDOM SOIL SAMPLES SHALL BE TAKEN FROM A MINIMUM OF THREE LOCATIONS PER LOAD OF TRENCH. 100% OF THE SAMPLE MUST PASS THROUGH A 5" SEVE AND 75% MUST PASS THROUGH A #4 SCREEN. ADDITIONAL SAMPLES MUST BE TAKEN IF EXISTING SOIL CONDITIONS CHANGE AND ARE TO BE TAKEN AT THE DISCRETION OF THE PG&E REPRESENTATIVE ON SITE. THE SOILS MUST NOT CONTAIN ANY ROCKS THAT HAVE SHARP EDGES OR THAT MAY OTHERWISE BE ABRAISIVE. THE SOILS MUST NOT CONTAIN CLAYS OR LARGER THAN 3/8" IF TO BE USED AS SHADING, BEDDING OR LEVELING MATERIALS. CONSTRUCTION REQUIREMENTS MUST MEET ANY APPLICABLE P.G. & E. FEDERAL, STATE, COUNTY OR LOCAL REQUIREMENTS. ANY NATIVE SOILS OR IMPORT MATERIALS USED MUST NOT VIOLATE THESE EFFORTS.
 - BACKFILL SHALL BE APPROVED BY THE UTILITY COMPANIES AND THE CITY. COMPACTION WILL BE TESTED AND PASSED BY THE SOILS ENGINEER.
 - IF SOIL IS NOT ROCK FREE, ADD 4" DEPTH OF TRENCH FOR SAND BEDDING.
 - VERIFY SPADE BOX EXCAVATION SIZES WITH SUPPLIERS[S].
 - THE TRENCHING CONTRACTOR SHALL COORDINATE THE UTILITY COMPANIES' INSTALLATION. THE TRENCHING CONTRACTOR TO PLACE CONNECTING CONDUIT WITHIN 5' OF BUILDING EXTERIOR WALL.
 - CONTRACTOR SHALL MAKE HIMSELF FAMILIAR WITH THE PROJECT IMPROVEMENT PLANS AND CONDUCT HIS WORK ACCORDINGLY.
 - IF IT IS THE TRENCHING CONTRACTORS' RESPONSIBILITY TO PROTECT IN PLACE ALL EXISTING FACILITIES, NO EXTRA PAYMENT WILL BE CONSIDERED FOR CROSSING OTHER SYSTEMS.
 - RADIUS DESIGN ASSUMES NO RESPONSIBILITY FOR THE PROJECT CONDITIONS. THESE DRAWINGS WERE PREPARED USING DATA SUPPLIED BY PG&E, TELEPHONE, C&TV, IMPROVEMENT PLANS AND THE CITY'S VARIOUS "AS-BUILT" INFORMATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PHYSICALLY LOCATE THE PROJECT LOCATION PRIOR TO SUBMITTING HIS BID.
 - CONTRACTOR WILL COMPLY WITH ALL LAWS, ORDINANCES AND REGULATIONS. CONTRACTOR SHALL BE FAMILIAR WITH O.S.H.A., INDUSTRIAL SAFETY ORDERS AND SHALL CONTACT HIS WORK ACCORDINGLY. WHEN WORKING NEAR ENERGIZED OR "HOT" EQUIPMENT, THE UTILITY OWNER SHALL BE NOTIFIED TO SUPPLY THE APPROPRIATE MAIN POWER. PUBLIC SAFETY AND TRAFFIC CONTROL MEASURES ARE THE CONTRACTOR'S RESPONSIBILITY.
 - THE CONTRACTOR SHALL PROTECT CONSTRUCTION STAKING. HE SHALL COORDINATE STAKING WITH THE PROJECT'S CIVIL ENGINEER.
 - CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (USA) TWO WORKING DAYS PRIOR TO START OF WORK.
 - CONTRACTOR SHALL NOTIFY INSPECTORS OF ANY POTENTIAL CONFLICTS PRIOR TO START OF WORK.
 - THIS PLAN IS TO BE USED FOR SOLE PURPOSE OF DIGGING THE JOINT TRENCH. SEE PG&E AT&T AND COMCAST PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS INSTALLED IN THE JOINT TRENCH. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THE CORRECT NUMBER, SIZE AND TYPES OF CONDUITS ARE INSTALLED PER THE ENGINEERED PLANS FOR EACH UTILITY COMPANY.
 - NOTE: PLANS ISSUED AT THE PRE-CONSTRUCTION MEETING MAY BE SUBJECT TO REVISIONS, IF FINAL PLANS FROM EACH UTILITY COMPANY WERE NOT AVAILABLE AT THE START OF CONSTRUCTION.
 - WATER, SEWER, DRAINS, SANITARY WASTE, FUELS (INCLUDING DIESEL AND GASOLINE), OIL, PROPANE AND OTHER VOLATILE HEAVIER THAN AIR GASES, SPRINKLER, IRRIGATION, STEAM AND OTHER "WET" FACILITIES SHALL MAINTAIN A MINIMUM OF 6" FEET FROM THE NEAREST OUTER SURFACE OF PG&E FACILITIES PRIOR TO SUBMITTING HIS BID. EARTH (SOIL BARRIER) BETWEEN THE ADJACENT SIZES OF THE INDIVIDUAL TRENCHES.
 - IN THE EXTRAORDINARY CASE THAT THE MINIMUM THREE FOOT HORIZONTAL SEPARATION CANNOT BE ATTAINED BETWEEN "WET" UTILITIES AND COMPANY DRY FACILITIES, A VARIANCE MAY APPROVED BY THE LOCAL INSPECTION SUPERVISOR AND SUBMITTED TO SERVICE PLANNING SUPPORT PROGRAM MANAGER FOR APPROVAL.
 - ALL METER PANELS: INDIVIDUAL, RESIDENTIAL, OR NONRESIDENTIAL APPLICANTS WITH A METER PANEL RATING OF ANY SIZE, INSTALLED INSIDE A METER ROOM OR OTHER STRUCTURE, MUST FOLLOW ALL OF THE REQUIREMENTS DESCRIBED BELOW:
 A. INSTALL OWN AND MAINTAIN A SEPARATE, NOMINAL 2-INCH DIAMETER CONDUIT WITH PULL TAPE INSIDE, THE CONDUIT AND PULL TAPE MUST EXTEND FROM THE OUTSIDE SURFACE OF THE BUILDING AND TERMINATE OUTSIDE THE METER PANEL OR SUBMETER. THE CONDUIT SHALL BE INSTALLED TO THE TOP OF THE METER SECTION.
 B. ENSURE THE 2-INCH DIAMETER CONDUIT AND PULL TAPE EXIT THE OUTSIDE OF THE BUILDING A MINIMUM OF 8 FEET AND A MINIMUM OF 10 FEET ABOVE GROUND. THE OPEN END OF THE CONDUIT THAT IS EXPOSED TO THE OUTSIDE MUST HAVE A REMOVABLE TEMPORARY CAP OR LIDS.
 C. DO NOT USE THE CONDUIT. THE CONDUIT IS FOR PROJECTS MEETING EQUIPMENT ONLY.
 THIS JOINT TRENCH PLAN WAS PREPARED BASED ON INFORMATIONAL SURVEY AS PROVIDED BY A CIVIL ENGINEER. THE CONTRACTOR IS CAUTIONED THAT EXPLORATORY WORK IS NECESSARY TO DETERMINE THE ACTUAL LOCATION OF ANY EXISTING UTILITY. RADIUS STRONGLY RECOMMENDS THAT ALL UTILITIES BE PHYSICALLY LOCATED ON THE SITE BEFORE THE ONSET OF SITE WORK. SUBSTRUCTURE LOCATIONS MAY REQUIRE FIELD ADJUSTMENT TO COMPLY FOR ACTUAL EXISTING UTILITY LOCATIONS.

SUBSTRUCTURE VERIFICATION STAMP

DEVELOPER PLEASE NOTE AND SIGN

ALL PG&E ENCLOSURES AND BOXES HAVE BEEN SET TO FIELD ACCORDING TO GRADE STAKES PROVIDED BY DEVELOPERS ENGINEER. ALL COSTS TO RELocate OR RE-ADJUST BOXES AT A LATER DATE WILL BE BELONG TO THE DEVELOPER. PLEASE HAVE YOUR SIGNED COPY OF THIS STAMP AND DATE DRAWING.

SIGNED _____
 DATE _____

THANK YOU!

UTILITY APPROVALS

UTILITY	APPROVED BY	DATE
PG&E ELECTRIC		
PG&E GAS		
AT&T (PHONE)		
COMCAST (CATV)		
CITY ENGINEER		

FOR RADIUS USE ONLY

	INITIALS	REVIEW DATE
REVIEW		06-22-2021
COMPOSITE		
PRE-C&TV		
PRE-E&TV		

DEVELOPER:
 THE SOBRATO ORGANIZATION
 599 CASTRO ST, SUITE 400
 MOUNTAIN VIEW, CA 94041
 PETER TSAI
 T: 650-695-1067
 E: PTAIS@SOBRATO.COM

SHEET INDEX

- JTR-1 JOINT TRENCH TITLE SHEET (R20)
- JTR-2 JOINT OVERALL
- JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
- JTR-6 JOINT TRENCH SECTIONS (R20)



RADIUS DESIGN, INC.
 UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MOUNTAIN VIEW BLVD, SUITE 400
 MOUNTAIN VIEW, CA 94039

123 Independence
 Menlo Park, CA

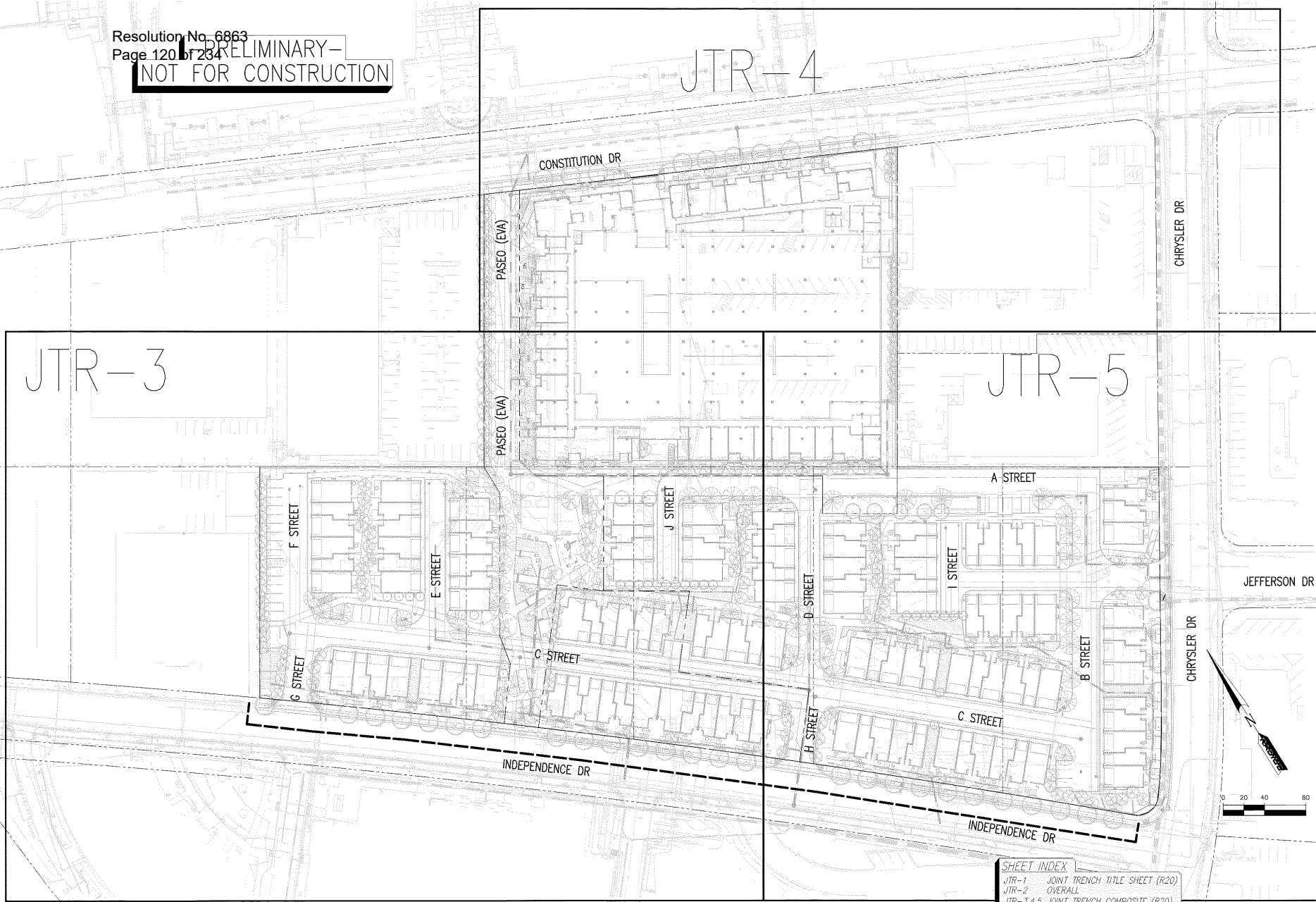
The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
**JOINT TRENCH
 TITLE SHEET (R20)**

Job No: 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JTR-1

**PRELIMINARY -
NOT FOR CONSTRUCTION**



SHEET INDEX	
JTR-1	JOINT TRENCH TITLE SHEET (R20)
JTR-2	OVERALL
JTR-3,4,5	JOINT TRENCH COMPOSITE (R20)
JTR-6	JOINT TRENCH SECTIONS (R20)

123 Independence
 Menlo Park, CA

The Sobrato Organization
 699 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
OVERALL (R20)

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JTR-2

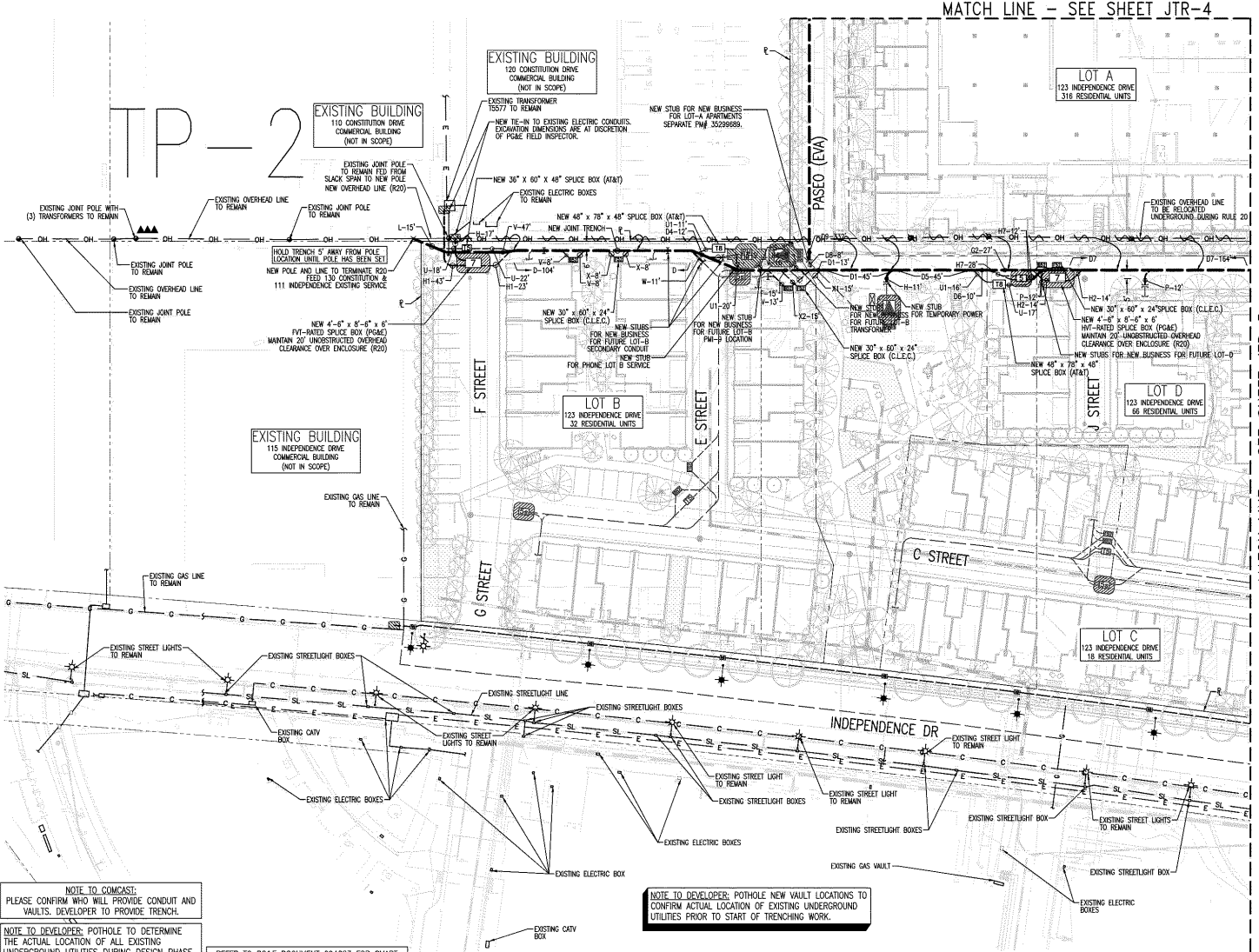
UTILITIES
PLEASE CONFIRM
TIE IN LOCATIONS

Resolution No. 6863
Page 121 of 231
-PRELIMINARY-
NOT FOR CONSTRUCTION

THIS IS NOT A BID DOCUMENT
THIS DRAWING HAS NOT YET BEEN REVIEWED BY
UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

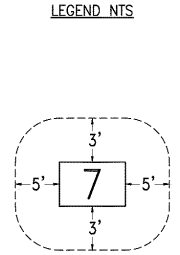
NOTE TO CONTRACTOR:
FOR CONTRACTOR'S WORK RESPONSIBILITY,
REFER TO JOINT TRENCH TITLE SHEET (JTR-1)

RADIUS DESIGN, INC.
UTILITY DESIGN CONSULTANTS & ENGINEERS
1460 MARINA LANE, SUITE 100
SAN DIEGO, CA 92108

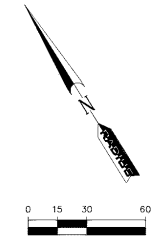
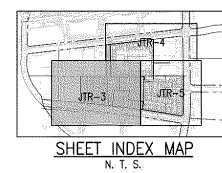


LEGEND:

NEW	DESCRIPTION
(Symbol)	JOINT TRENCH
(Symbol)	4'-6" x 8'-6" x 6" SPLICE BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE.
(Symbol)	74" x 78" PM-9 BOX PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
(Symbol)	72" x 36" JUNCTION PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
(Symbol)	3' x 5' x 3'-6" SPLICE BOX (PG&E) WORKING SPACE SHOWN. MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE (SEE P.M. 35299889) OVERHEAD LINE.
(Symbol)	POLE
(Symbol)	48" x 98" x 48" SPLICE BOX (AT&T)
(Symbol)	4'-6" x 8'-6" x 6"-6" MANHOLE (AT&T)
(Symbol)	6'-6" x 6" x 4" S&A1 PAD (AT&T)
(Symbol)	72" x 78" x 6" P.P. FIBER PAD (AT&T)
(Symbol)	30" x 60" x 24" B-62 (C&W)
(Symbol)	30" x 60" x 24" SPLICE BOX (C.L.E.C.)
(Symbol)	STREET LIGHT
(Symbol)	SPLICE BOX 3-1/2" PULL BOX 10" x 17" x 12" N9
EXISTING	DESCRIPTION
(Symbol)	OVERHEAD LINE
(Symbol)	ELECTRIC LINE
(Symbol)	GAS LINE
(Symbol)	PHONE LINE
(Symbol)	CAFV LINE



MATCH LINE - SEE SHEET JTR-5



SHEET INDEX
JTR-1 JOINT TRENCH TITLE SHEET (R20)
JTR-2 OVERALL
JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
JTR-6 JOINT TRENCH SECTIONS (R20)



NOTE TO COMCAST:
PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

NOTE TO DEVELOPER: POTHOLE TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POTHOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
USE OF PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC DB-120 CONDUIT. FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS, SEE PG&E DOCUMENT 062288.

NOTE TO DEVELOPER: POTHOLE NEW VAULT LOCATIONS TO CONFIRM ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO START OF TRENCHING WORK.

123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
JOINT TRENCH COMPOSITE (R20)

Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No:
JTR-3

UTILITIES
PLEASE CONFIRM LOCATION
TIE IN LOCATIONS NOT FOR CONSTRUCTION

Resolution No. 6863

-PRELIMINARY-

Page 122 of 231

NOT FOR CONSTRUCTION

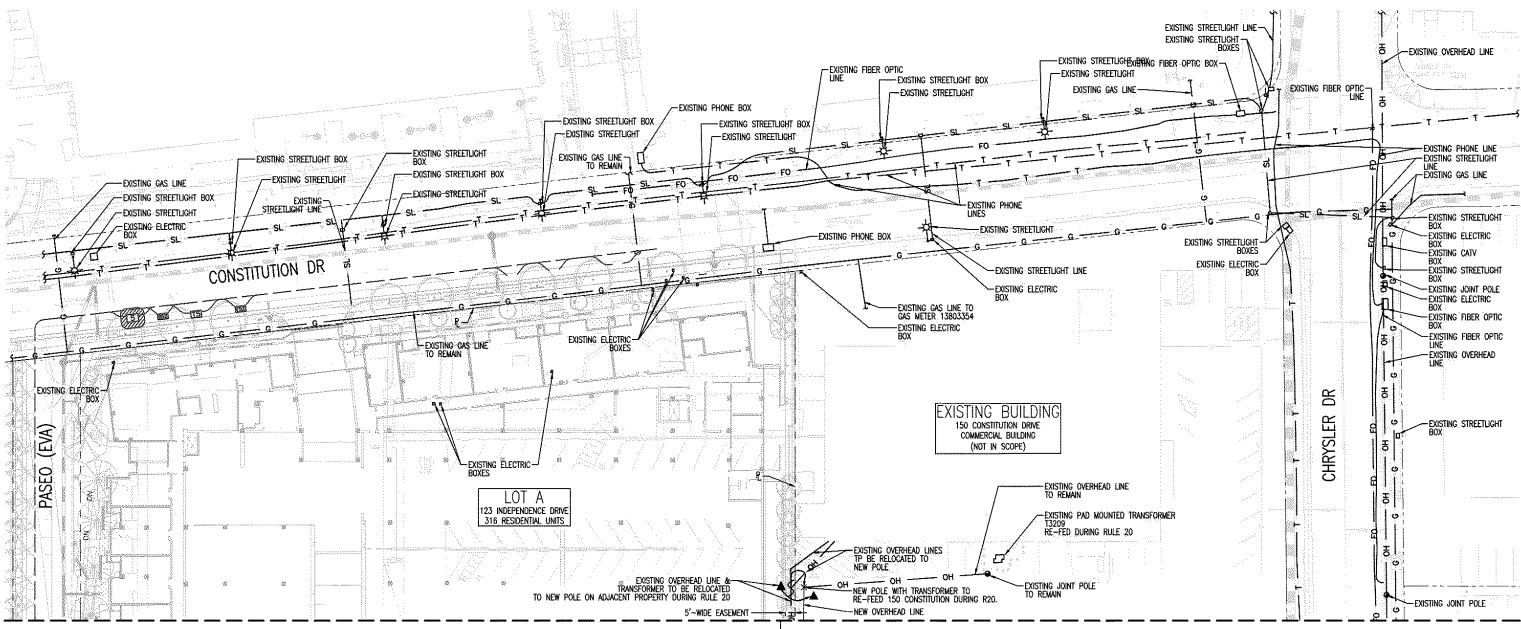
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UTILITY COMPANIES AND IS SUBJECT TO CHANGE.

NOTE TO CONTRACTOR:
FOR CONTRACTOR'S WORK RESPONSIBILITY,
REFER TO JOINT TRENCH TITLE SHEET (JTR-1)

LEGEND:

NEW	DESCRIPTION
	4'-6" x 8'-6" x 6" SPURGE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE
	74" x 78" PM-S BOX PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
	72" x 36" JUNCTION PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
	3' x 5' x 3'-6" SPURGE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE (SEE P.M. 3529688) OVERHEAD LINE
(N)OH	OVERHEAD LINE
X	POLE
OH	48" x 98" x 48" SPURGE BOX (AT&T)
OH	4'-6" x 8'-6" x 6'-6" MAHOLE (AT&T)
OH	6'-6" x 6" x 4" S&I PAD (AT&T)
OH	72" x 78" x 8" P.F. FIBER PAD (AT&T)
OH	30" x 60" x 24" B-62 (G&N)
OH	30" x 60" x 24" SPURGE BOX (C.I.E.C.)
SL	STREET LIGHT
OH	SPURGE BOX 3-1/2" PULL BOX 10" x 17" x 12" N9

EXISTING	DESCRIPTION
OH	OVERHEAD LINE
E	ELECTRIC LINE
G	GAS LINE
T	PHONE LINE
C	CATV LINE



LEGEND NTS

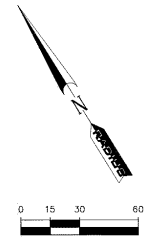
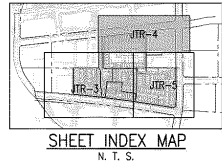
NOTE TO CONTRACTOR:
 PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND VAULTS. DEVELOPER TO PROVIDE TRENCH.

NOTE TO DEVELOPER: POTHOLES TO DETERMINE THE ACTUAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES DURING DESIGN PHASE. POTHOLE SUBSTRUCTURE LOCATIONS TO CONFIRM THE ACTUAL LOCATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO THE START OF TRENCHING WORK.

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A LICENSED SURVEYOR PRIOR TO CONSTRUCTION. SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE SHEET (JT-1) REGARDING EXISTING CONDITIONS.

REFER TO PG&E DOCUMENT 094683 FOR SMART METER ANTENNA CONSTRUCTION REQUIREMENTS.

NOTE FOR UNDERGROUND ELECTRIC INSTALLATION:
 USE OF PVC DB-120 IS NO LONGER APPROVED BY PG&E FOR ANY CONDUIT SIZES, BENDS, AND FITTINGS. RIGID PVC SCHEDULE 40 MUST BE USED IN PLACE OF PVC DB-120 CONDUIT. FOR ALL APPROVED CONDUITS, BENDS, AND FITTINGS, SEE PG&E DOCUMENT 062288.



SHEET INDEX
 JTR-1 JOINT TRENCH TITLE SHEET (R20)
 JTR-2 OVERALL
 JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
 JTR-6 JOINT TRENCH SECTIONS (R20)



RADIUS DESIGN, INC.
 UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARINA LANE, SUITE 100, OAKLAND, CA 94612
 (925) 762-8425

123 Independence
 Menlo Park, CA

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 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
JOINT TRENCH COMPOSITE (R20)

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JTR-4

UTILITIES
PLEASE CONFIRM
TIE IN LOCATIONS

Requirement No. 6863
 Page 128 of 231

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NOTE TO CONTRACTOR:
 FOR CONTRACTOR'S WORK RESPONSIBILITY,
 REFER TO JOINT TRENCH TITLE SHEET (JTR-1)

LEGEND:

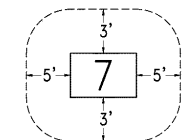
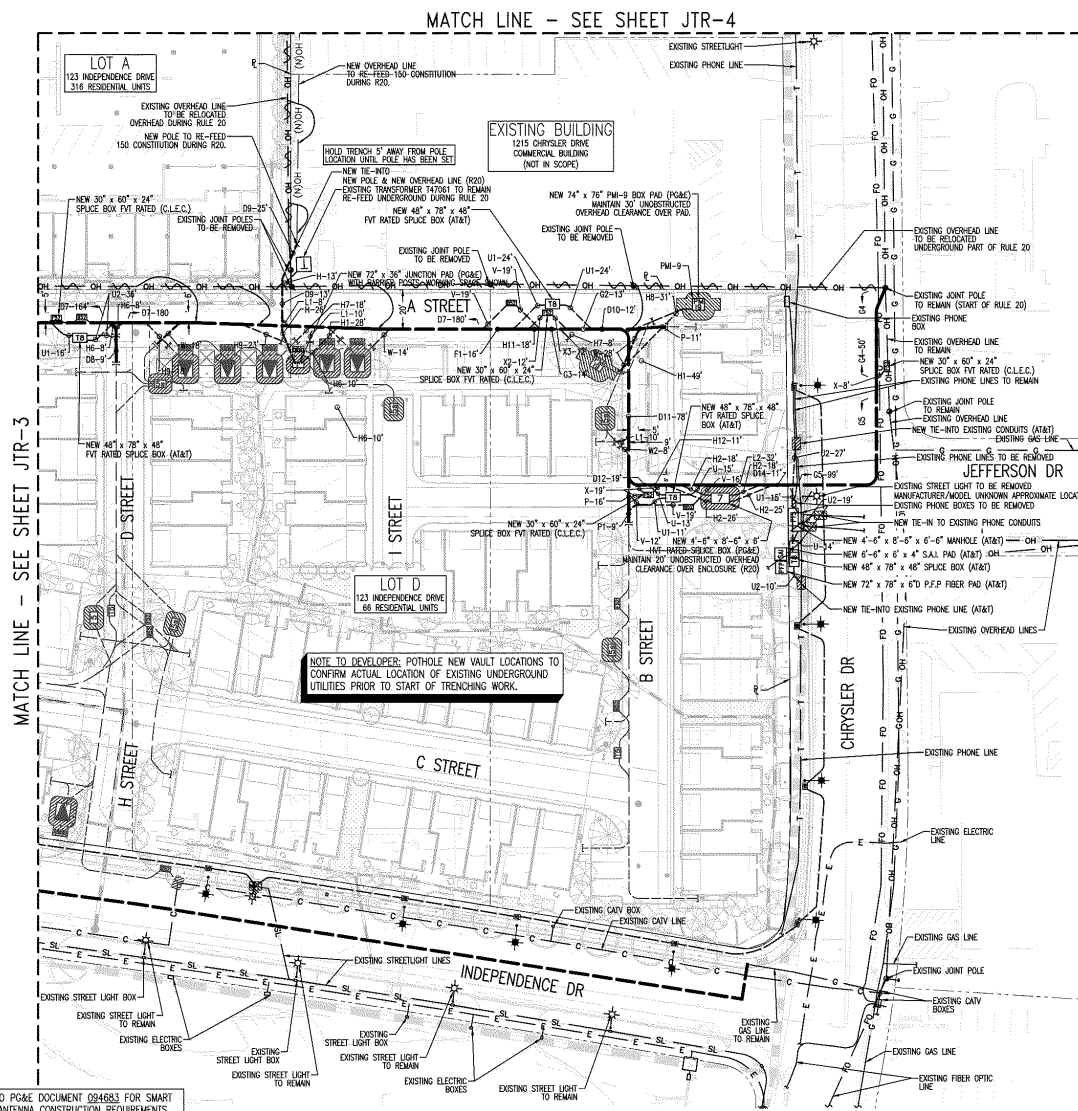
NEW	DESCRIPTION
	JOINT TRENCH
	4'-6" x 8'-6" x 6" SPUCE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE
	74" x 78" PM-9 BOX PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
	72" x 36" JUNCTION PAD (PG&E) WITH BARRIER POSTS. WORKING SPACE SHOWN. MAINTAIN 30' UNSTRUCTURED OVERHEAD CLEARANCE OVER PAD.
	3' x 5' x 3'-8" SPUCE BOX (PG&E) WORKING SPACE SHOWN MAINTAIN 20' UNSTRUCTURED OVERHEAD CLEARANCE OVER ENCLOSURE (SEE PM 35299889)
(NO)OH	OVERHEAD LINE
X	POLE
OH	48" x 98" x 48" SPUCE BOX (AT&T)
OH	4'-6" x 8'-6" x 6'-6" MANHOLE (AT&T)
OH	6'-6" x 6" x 4" S&A PAD (AT&T)
OH	72" x 78" x 6" P.E.P. FIBER PAD (AT&T)
OH	30" x 60" x 24" B-52 (GUY)
OH	30" x 60" x 24" SPUCE BOX (C.L.E.C.)
SL	STREET LIGHT
OH	SPUCE BOX 3-1/2" PULL BOX 10" x 17" x 12" N9

EXISTING	DESCRIPTION
OH	OVERHEAD LINE
E	ELECTRIC LINE
G	GAS LINE
T	PHONE LINE
C	C&V LINE

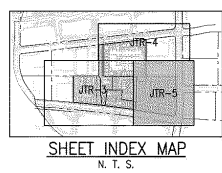
RADIUS DESIGN, INC.
 UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARINA LANE, SUITE 100, OAKLAND, CA 94612
 (925) 762-8222

123 Independence
 Menlo Park, CA

The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA



WORK SPACE & EASEMENT REQUIREMENTS
 FOR 27' VAULTS
 MAINTAIN A CLEAR AND LEVEL WORK SPACE AS
 SHOWN (N.T.S.), PER PG&E DOCUMENT 051122.



SHEET INDEX
 JTR-1 JOINT TRENCH TITLE SHEET (R20)
 JTR-2 OVERALL
 JTR-3,4,5 JOINT TRENCH COMPOSITE (R20)
 JTR-6 JOINT TRENCH SECTIONS (R20)



NOTE TO COMCAST:
 PLEASE CONFIRM WHO WILL PROVIDE CONDUIT AND
 VAULTS. DEVELOPER TO PROVIDE TRENCH.

NOTE TO DEVELOPER: POT HOLE TO DETERMINE
 THE ACTUAL LOCATION OF ALL EXISTING
 UNDERGROUND UTILITIES DURING DESIGN PHASE.
 POT HOLE SUBSTRUCTURE LOCATIONS TO
 CONFIRM THE ACTUAL LOCATION OF EXISTING
 UNDERGROUND UTILITIES PRIOR TO THE START
 OF TRENCHING WORK.

SUBSTRUCTURE LOCATIONS MUST BE STAKED BY A
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 SEE CONSTRUCTION NOTES ON JOINT TRENCH TITLE
 SHEET (JT-1) REGARDING EXISTING CONDITIONS.

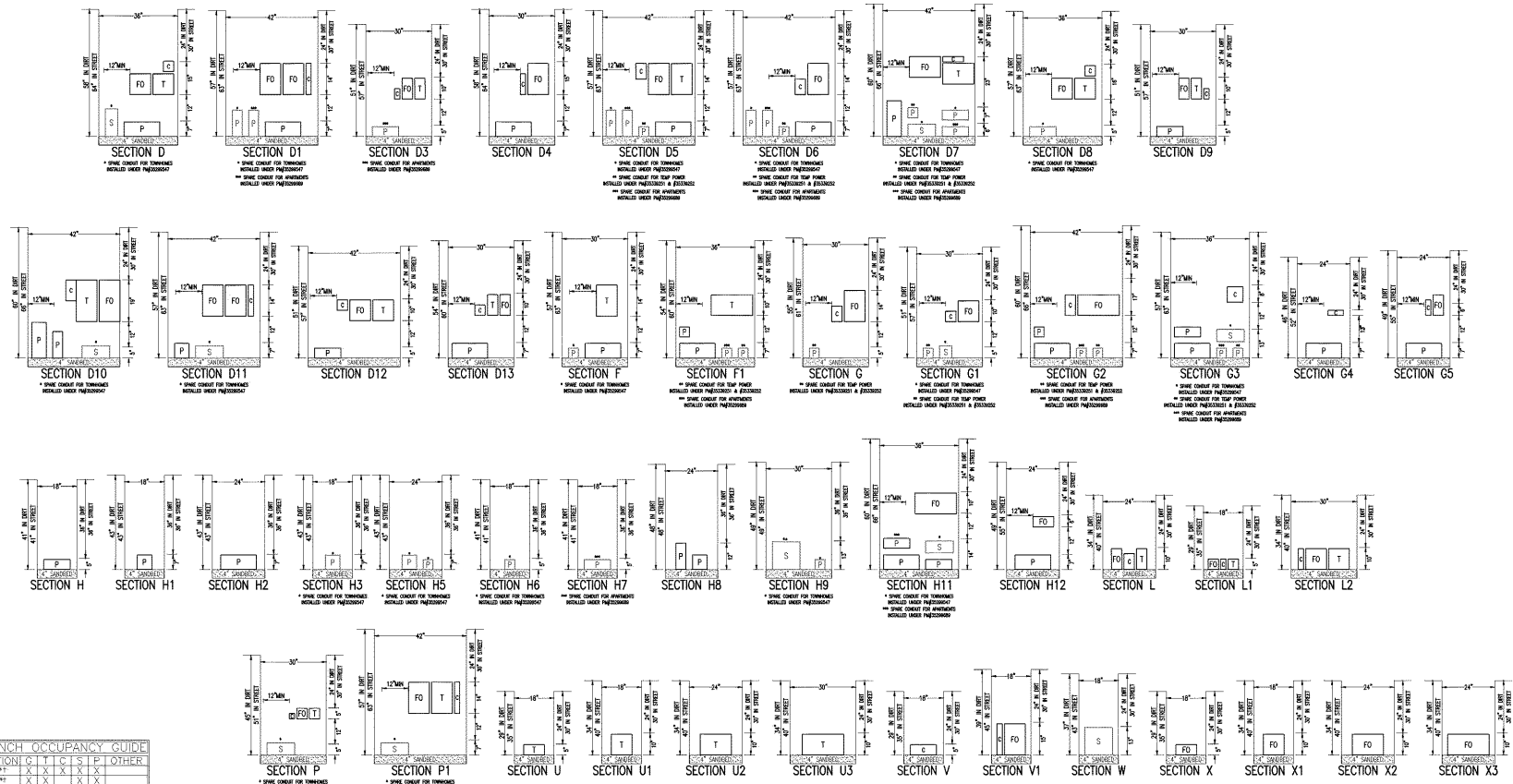
REFER TO PG&E DOCUMENT 094683 FOR SMART
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 IN PLACE OF PVC DB-120 CONDUIT. FOR ALL
 APPROVED CONDUITS, BENDS, AND FITTINGS, SEE
 PG&E DOCUMENT 062288.

Sheet Title:
**JOINT TRENCH
 COMPOSITE (R20)**

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
JTR-5



TRENCH OCCUPANCY GUIDE

SECTION	G	T	C	S	P	OTHER
E+1	X	X	X	X	X	X
E	X	X	X	X	X	X
C+1	X	X	X	X	X	X
C	X	X	X	X	X	X
C-1	X	X	X	X	X	X
F+1	X	X	X	X	X	X
F	X	X	X	X	X	X
F-1	X	X	X	X	X	X
T+1	X	X	X	X	X	X
T	X	X	X	X	X	X
T-1	X	X	X	X	X	X
S+1	X	X	X	X	X	X
S	X	X	X	X	X	X
S-1	X	X	X	X	X	X
P+1	X	X	X	X	X	X
P	X	X	X	X	X	X
P-1	X	X	X	X	X	X
UT	X	X	X	X	X	X
W	X	X	X	X	X	X
X	X	X	X	X	X	X

* THESE SECTIONS MAY OR MAY NOT CONTAIN SECONDARY CONDUIT
* THESE SECTIONS MAY OR MAY NOT CONTAIN C.L.E.C. FIBER CONDUIT

CONTRACTOR NOTES:

- THE SYMBOLS [P] [S] [T] [C] [F] [FO] INDICATE OCCUPANCY ONLY. SEE ELECTRIC, CATV, TELEPHONE, AND FIBER OPTIC PLANS FOR EXACT SIZE AND NUMBER OF CONDUITS.
- THIS PLAN IS TO BE USED AS A GUIDE FOR TRENCH WIDTH AND DEPTH AND NOT CONDUIT INSTALLATION.
- CONTRACTOR TO PROVIDE SEPARATION FROM TRENCH WALL AND OTHER FACILITIES SUFFICIENT TO ENSURE PROPER COMPACTION.
- CONTRACTOR TO INCLUDE INCIDENTAL TRENCHING IN SPICE BOX, VAULT, OR TRANSFORMER EXCAVATION IN AREAS WHERE NO ENTRANCE OR EXIT OF TRENCH IS SHOWN.
- UTILITY COMPANIES RESERVE THE RIGHT TO MAKE FIELD ADJUSTMENTS AS NECESSARY.

SOILS NOTES:

- RADIUS IS NOT RESPONSIBLE FOR ANY SOILS ENGINEERING TO DETERMINE THE ABILITY TO CONSTRUCT OR THE PROJECT CONDITIONS.
- RADIUS ASSUMES NO RESPONSIBILITY FOR ADDITIONAL WORK DUE TO ADVERSE JOB SITE CONDITIONS.
- PG&E WILL REQUIRE SOILS ANALYSIS FOR SUBSURFACE TRANSFORMER (IF APPLICABLE).

MINIMUM SEPARATION AND CLEARANCE REQUIREMENTS FOR JOINT TRENCHES

	G	T	C	S	P	FO	MIN. COVER
C-GAS	12"	12"	12"	12"	12"	12"	24"
T-TELEPHONE (TRENCH)	12"	12"	12"	12"	12"	12"	24"
T-TELEPHONE (DIRECT BURY)	12"	12"	12"	12"	12"	12"	24"
C-CATV	12"	12"	12"	12"	12"	12"	24"
S-SECONDARY SECONDARY	12"	12"	12"	12"	12"	12"	24"
P-ELECTRIC PRIMARY	12"	12"	12"	12"	12"	12"	24"
FO-FIBER OPTIC	12"	12"	12"	12"	12"	12"	24"

ABBREVIATIONS:

- [P] PRIMARY (PG&E)
- [S] SECONDARY (PG&E)
- [C] CATV (COMCAST)
- [T] PHONE (AT&T)
- [FO] FIBER OPTIC (C.L.E.C.)

SHEET INDEX

JTR-1	JOINT TRENCH TITLE SHEET (R20)
JTR-2	OVERALL
JTR-3,4,5	JOINT TRENCH COMPOSITE (R20)
JTR-6	JOINT TRENCH SECTIONS (R20)

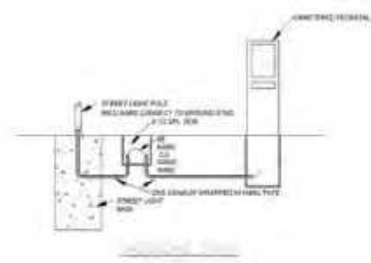
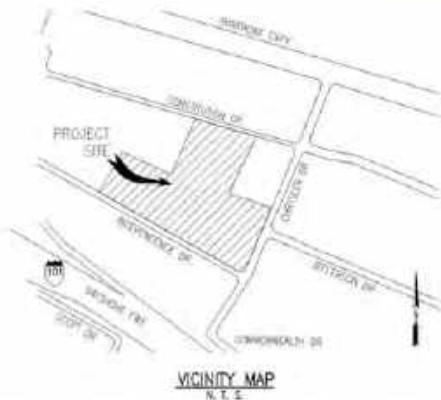


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Menlo Park, CA
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Mountain View, CA

Sheet Title:
JOINT TRENCH SECTIONS (R20)

Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No:
JTR-6



WORK RESPONSIBILITY
STREET LIGHTING SYSTEM



THESE PLANS WERE PREPARED IN CONJUNCTION WITH THE FOLLOWING PLANS:

	DATE RECEIVED	DATE APPROVED
CIVIL IMPROVEMENT PLANS/CONCRETE PLANS	03-12-2003	PHILIP
LANDSCAPE ARCHITECTURAL PLANS	03-18-2003	PHILIP
UTILITY PLANS	PHILIP	PHILIP
STREET LIGHT LOCATIONS BY: KASLO'S DESIGN	03-25-2002	PHILIP

RADIUS Design is not responsible for any subsequent changes or omissions.

ML730 MILENA SERIES

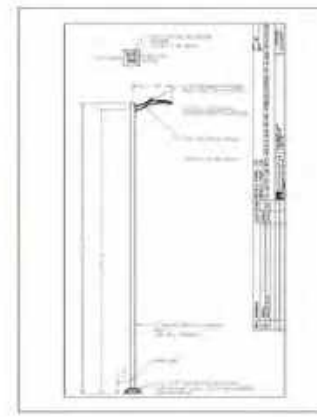
Stenberg Lighting

ML730 MILENA SERIES

Stenberg Lighting

ML730 MILENA SERIES

Stenberg Lighting



Stenberg Lighting

CONCRETE FOUNDATION

INSTALLATION INSTRUCTIONS

Stenberg Lighting

Stenberg Lighting

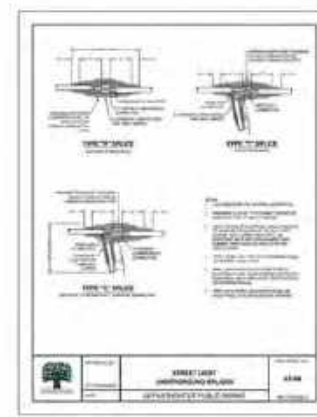
INSTALLATION INSTRUCTIONS

Stenberg Lighting

Stenberg Lighting

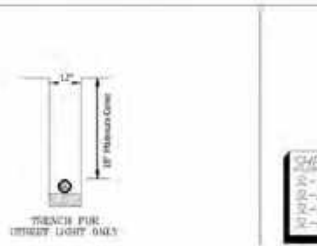
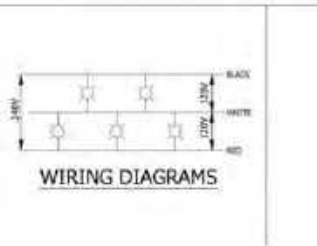
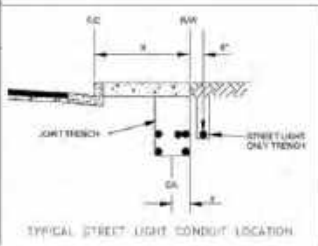
INSTALLATION INSTRUCTIONS

Stenberg Lighting



NOTE: CITY IS NOW REQUESTING ALL PROJECTS

- 1.) TO ENSURE NEW STERNBERG LIGHTS HAVE DIMMING DRIVERS (SEE SL-4).
- 2.) UPGRADE EXISTING STERNBERG LIGHTS ACROSS THE PROJECT FRONTAGE WITH A DIMMER KIT TO ADD ROTARY DIMMER OPTION, FOR SPECIFICATIONS AND INSTALLATION/LEASE INSTRUCTION (SEE SL-6).
- 3.) LIGHTING OUTPUT ON BOTH SIDES OF CONSTRUCTION DRIVE AND INDEPENDENCE DRIVE TO CHANGE TO 45% OF CAPACITY.



SHEET INDEX

SL-1	ELECTRICAL TITLE SHEET
SL-2	ELECTRICAL OVERALL
SL-3	ELECTRICAL PLAN
SL-4	ELECTRICAL SPECIFICATIONS



PRELIMINARY -
NOT FOR CONSTRUCTION

SL-4

CONSTITUTION DR

PASEO (EVA)

CHRYSLER DR

LOT A
123 INDEPENDENCE DRIVE
316 RESIDENTIAL UNITS

SL-3

SL-5

F STREET

LOT B
123 INDEPENDENCE DRIVE
32 RESIDENTIAL UNITS

J STREET

A STREET

JEFFERSON DR

G STREET

E STREET

C STREET

LOT C
123 INDEPENDENCE DRIVE
18 RESIDENTIAL UNITS

D STREET

LOT D
123 INDEPENDENCE DRIVE
66 RESIDENTIAL UNITS

I STREET

CHRYSLER DR

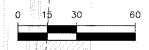
INDEPENDENCE DR

H STREET

C STREET

B STREET

INDEPENDENCE DR



SHEET INDEX	
SL-1	ELECTROLOGER TITLE SHEET
SL-2	ELECTROLOGER OVERALL
SL-3-5	ELECTROLOGER PLAN
SL-6	ELECTROLOGER SPECIFICATIONS



123 Independence
Menlo Park, CA

The Sobrato Organization
699 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
ELECTROLOGER
OVERALL

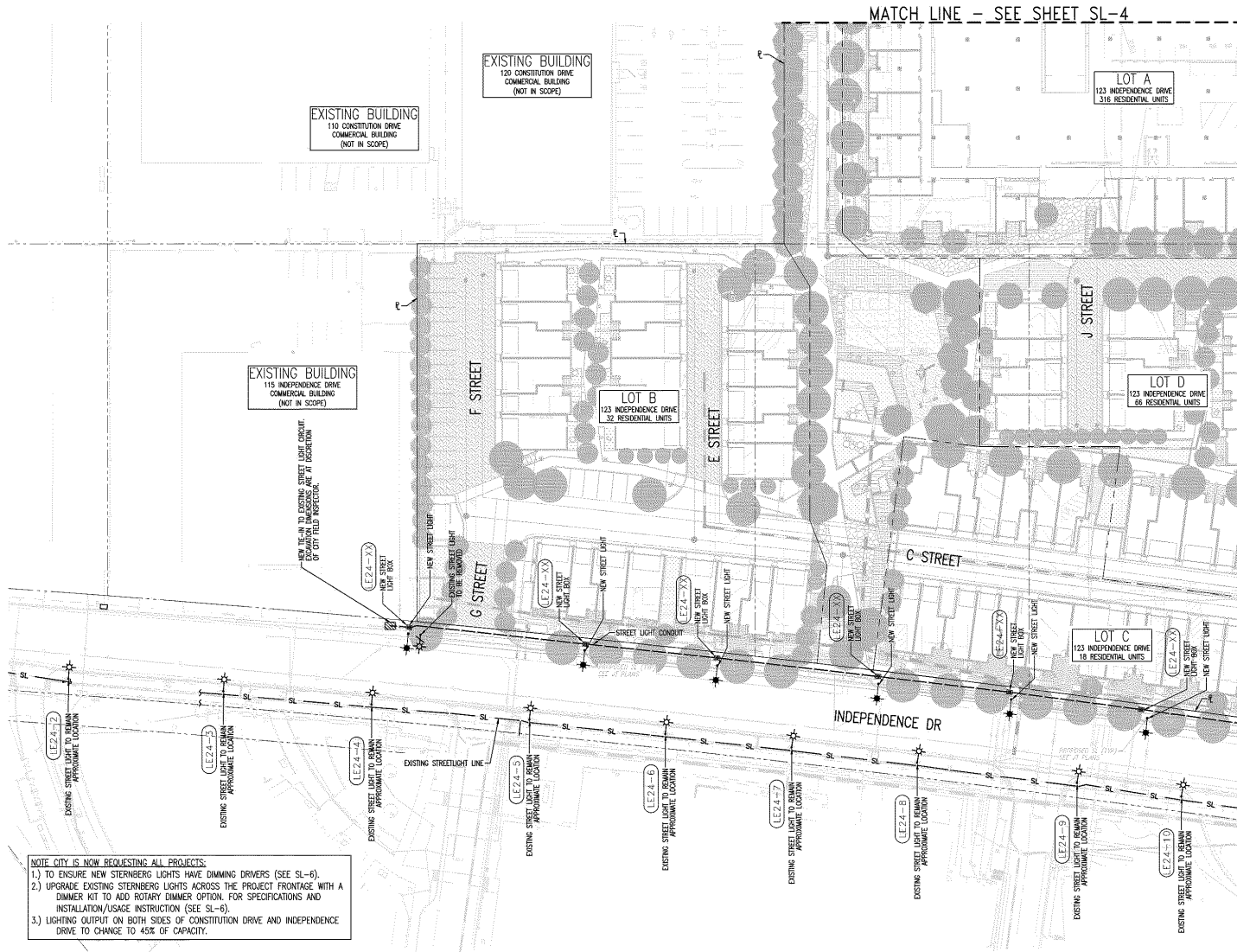
Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No.:

SL-2

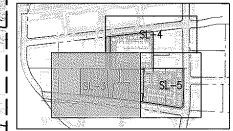
LEGEND:	
NEW	DESCRIPTION
	STREET LIGHT CONDUIT
	POLE NUMBER
	STREET LIGHT
EXISTING	DESCRIPTION
	STREET LIGHT CONDUIT
	STREET LIGHT POLE NUMBER
	STREET LIGHT TO REMAIN
	STREET LIGHT TO BE REMOVED

LEGEND NTS



MATCH LINE - SEE SHEET SL-5

MATCH LINE - SEE SHEET SL-4



SHEET INDEX MAP
N. T. S.

SHEET INDEX	
SL-1	ELECTRICIAN TITLE SHEET
SL-2	ELECTRICIAN OVERALL
SL-3-5	ELECTRICIAN PLAN
SL-6	ELECTRICIAN SPECIFICATIONS

NOTE CITY IS NOW REQUESTING ALL PROJECTS:

1. TO ENSURE NEW STERNBERG LIGHTS HAVE DIMMING DRIVERS (SEE SL-6).
2. UPGRADE EXISTING STERNBERG LIGHTS ACROSS THE PROJECT FRONTAGE WITH A DIMMER KIT TO ADD ROTARY DIMMER OPTION FOR SPECIFICATIONS AND INSTALLATION/USAGE INSTRUCTION (SEE SL-6).
3. LIGHTING OUTPUT ON BOTH SIDES OF CONSTITUTION DRIVE AND INDEPENDENCE DRIVE TO CHANGE TO 45% OF CAPACITY.



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Menlo Park, CA

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Mountain View, CA

Sheet Title:
ELECTRICIAN
PLAN

Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No:

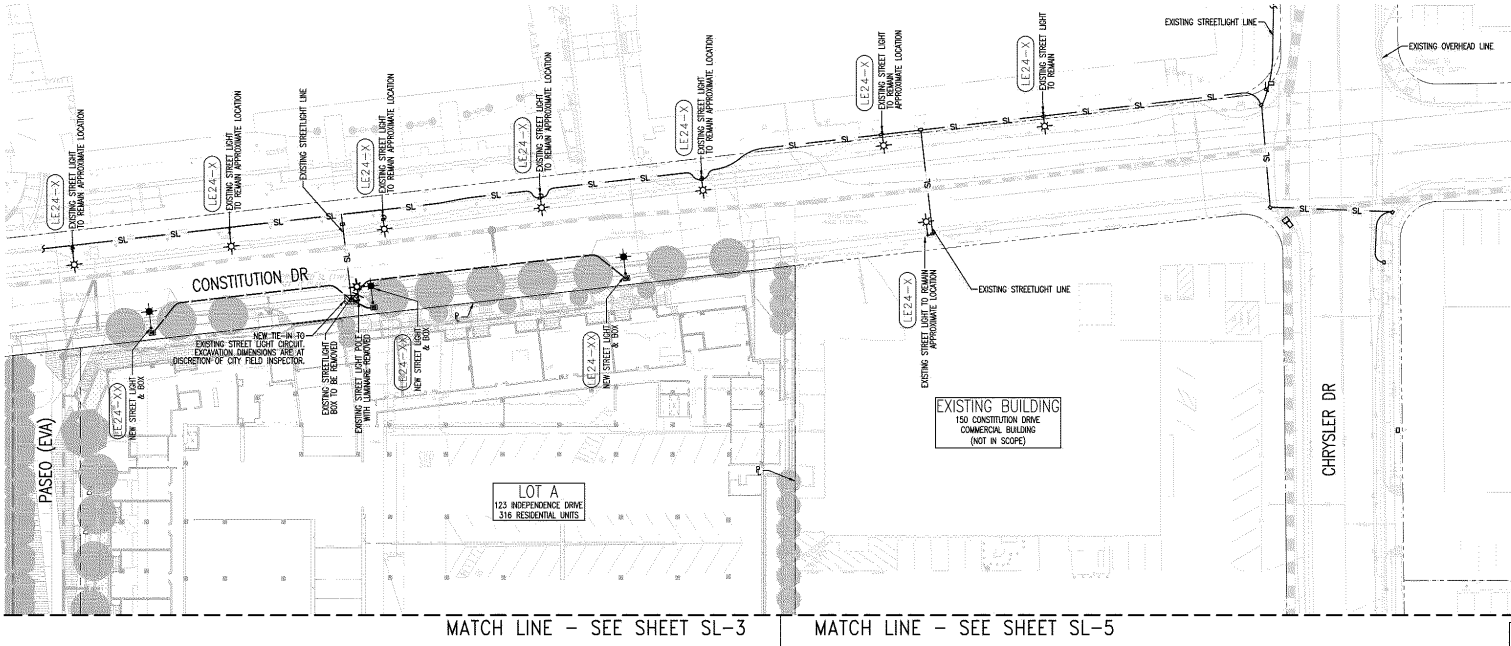
SL-3



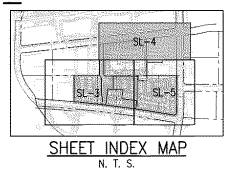
LEGEND:	
NEW	DESCRIPTION
	STREET LIGHT CONDUIT
	POLE NUMBER
	STREET LIGHT
EXISTING	DESCRIPTION
	STREET LIGHT CONDUIT
	STREET LIGHT POLE NUMBER
	STREET LIGHT TO REMAIN
	STREET LIGHT TO BE REMOVED

LEGEND NTS

NOTE: CITY IS NOW REQUESTING ALL PROJECTS:
 1.) TO ENSURE NEW STERNBERG LIGHTS HAVE DIMMING DRIVERS (SEE SL-6).
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 3.) LIGHTING OUTPUT ON BOTH SIDES OF CONSTITUTION DRIVE AND INDEPENDENCE DRIVE TO CHANGE TO 45% OF CAPACITY.



MATCH LINE - SEE SHEET SL-3 MATCH LINE - SEE SHEET SL-5



SHEET INDEX	
SL-1	ELECTROLIER TITLE SHEET
SL-2	ELECTROLIER OVERALL
SL-3-5	ELECTROLIER PLAN
SL-6	ELECTROLIER SPECIFICATIONS



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 Menlo Park, CA

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 699 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
ELECTROLIER PLAN

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
SL-4

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 NOT FOR CONSTRUCTION

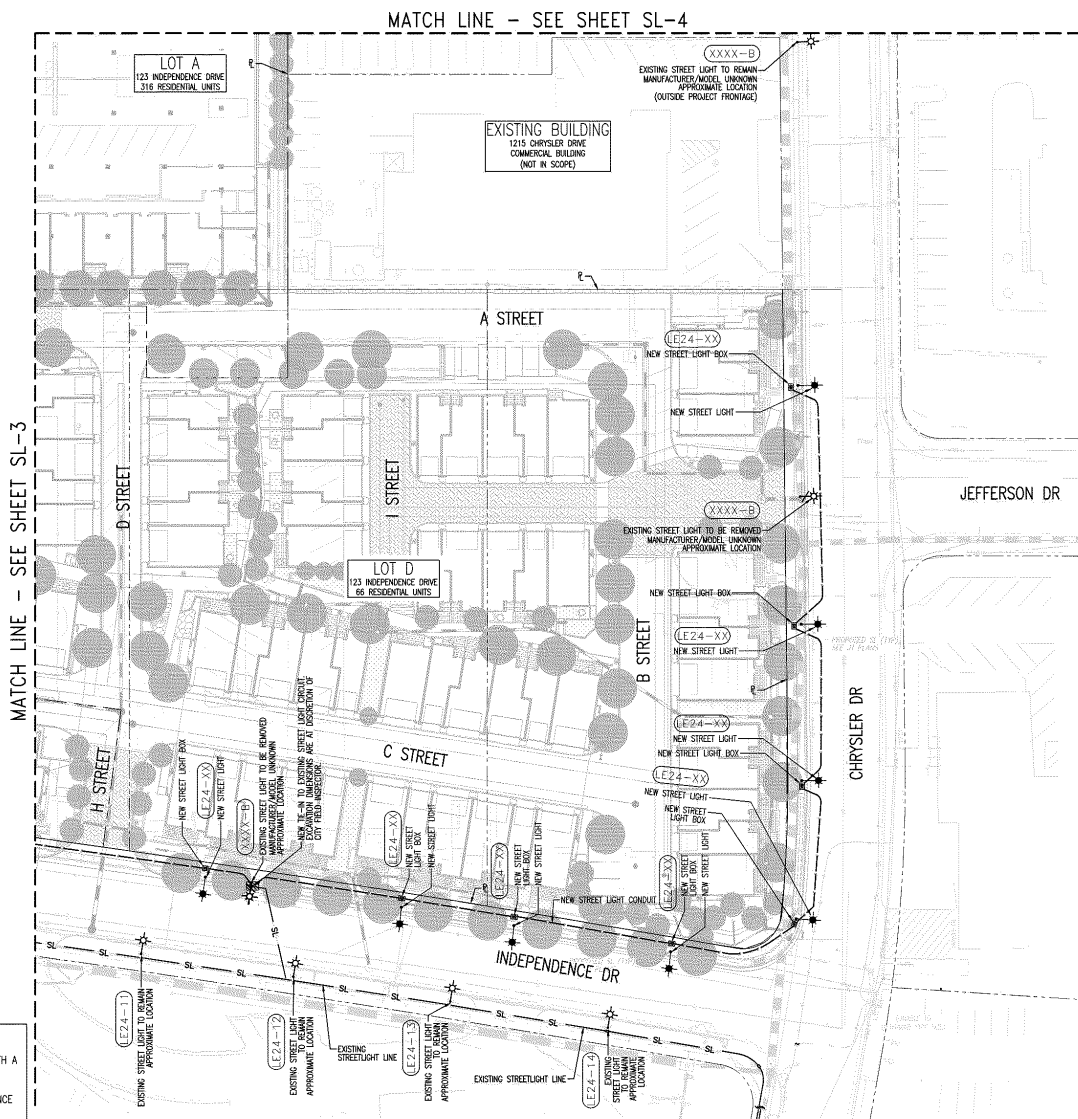
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LEGEND:

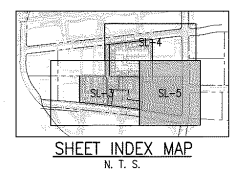
NEW	DESCRIPTION
(---)	STREET LIGHT CONDUIT
(1234)	POLE NUMBER
(*)	STREET LIGHT

EXISTING	DESCRIPTION
SL	STREET LIGHT CONDUIT
(1234)	STREET LIGHT POLE NUMBER
(*)	STREET LIGHT TO REMAIN
(*)	STREET LIGHT TO BE REMOVED

LEGEND NTS

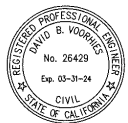


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SHEET INDEX

SL-1	ELECTROLIER TITLE SHEET
SL-2	ELECTROLIER OVERALL
SL-3-5	ELECTROLIER PLAN
SL-6	ELECTROLIER SPECIFICATIONS



123 Independence
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 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
ELECTROLIER PLAN

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

Sheet No:
SL-5

Resolution No. 6863
 Page 130 of 234

Stemberg Lighting
 Division of Independence

Submittal Information
 Project: 123 Independence
 Part: Stemberg Lighting Fixtures

A. Description
 1. Provide the following lighting fixtures as indicated on the drawings.
 2. All lighting fixtures shall be provided with a minimum of 1000 lumens per fixture.
 3. All lighting fixtures shall be provided with a minimum of 1000 lumens per fixture.

B. Schedule of Values

Item	Description	Quantity	Unit	Price
1	Stemberg Lighting Fixtures	10	EA	100.00
2	Stemberg Lighting Fixtures	10	EA	100.00
3	Stemberg Lighting Fixtures	10	EA	100.00
4	Stemberg Lighting Fixtures	10	EA	100.00
5	Stemberg Lighting Fixtures	10	EA	100.00
6	Stemberg Lighting Fixtures	10	EA	100.00
7	Stemberg Lighting Fixtures	10	EA	100.00
8	Stemberg Lighting Fixtures	10	EA	100.00
9	Stemberg Lighting Fixtures	10	EA	100.00
10	Stemberg Lighting Fixtures	10	EA	100.00

Stemberg Lighting
 Division of Independence

Submittal Information
 Project: 123 Independence
 Part: Stemberg Lighting Fixtures

A. Description
 1. Provide the following lighting fixtures as indicated on the drawings.
 2. All lighting fixtures shall be provided with a minimum of 1000 lumens per fixture.
 3. All lighting fixtures shall be provided with a minimum of 1000 lumens per fixture.

B. Schedule of Values

Item	Description	Quantity	Unit	Price
1	Stemberg Lighting Fixtures	10	EA	100.00
2	Stemberg Lighting Fixtures	10	EA	100.00
3	Stemberg Lighting Fixtures	10	EA	100.00
4	Stemberg Lighting Fixtures	10	EA	100.00
5	Stemberg Lighting Fixtures	10	EA	100.00
6	Stemberg Lighting Fixtures	10	EA	100.00
7	Stemberg Lighting Fixtures	10	EA	100.00
8	Stemberg Lighting Fixtures	10	EA	100.00
9	Stemberg Lighting Fixtures	10	EA	100.00
10	Stemberg Lighting Fixtures	10	EA	100.00

Stemberg Lighting
 Division of Independence

Submittal Information
 Project: 123 Independence
 Part: Stemberg Lighting Fixtures

A. Description
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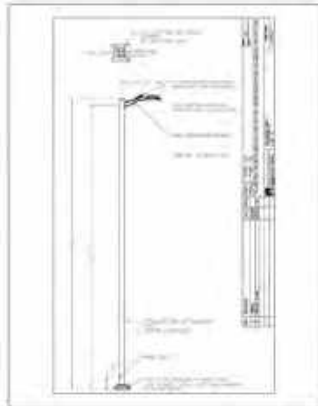
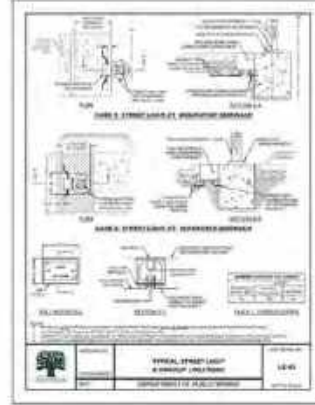
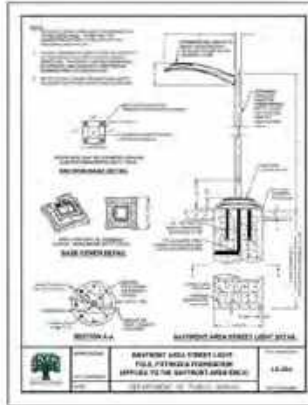
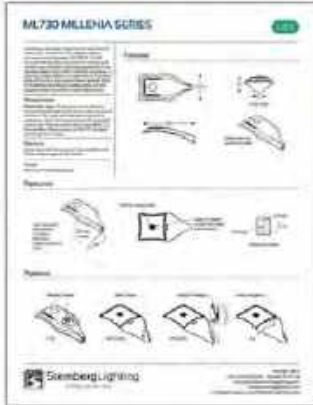
Item	Description	Quantity	Unit	Price
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2	Stemberg Lighting Fixtures	10	EA	100.00
3	Stemberg Lighting Fixtures	10	EA	100.00
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8	Stemberg Lighting Fixtures	10	EA	100.00
9	Stemberg Lighting Fixtures	10	EA	100.00
10	Stemberg Lighting Fixtures	10	EA	100.00

SHEET INDEX
 2-1 ELECTROLYTIC PANEL SHEET
 2-2 ELECTROLYTIC GENERAL
 2-3-5 ELECTROLYTIC PLAN
 2-4 ELECTROLYTIC SPECIFICATIONS



-PRELIMINARY-
NOT FOR CONSTRUCTION

THIS IS NOT A BID DOCUMENT
THIS DRAWING HAS NOT YET BEEN REVIEWED BY
UTILITY COMPANIES AND IS SUBJECT TO CHANGE.



LUMINAIRE SCHEDULE

CALLOUT	SYMBOL	LAMP	DESCRIPTION	BALLAST	WIRING	MODEL	VOLTS	QUANTITY	JOB LENGTH
A	☛	Lowest 30-W, HQI (324 (30 per foot))	ML730 (Large Milenia Series, 300 Watt, 30' Sp. Hg. 7' Dia.)	ELECTRONIC	FLS	Stemberg Lighting ML730-24-422-ML730-402	100 V ³ 2W	11	A
B	☛	Lowest 80-W, HQI, LED	ML730 (Large Milenia Series, 80W W80W, 10' Sp. Hg. 8' Dia.) (80W LED)	ELECTRONIC	FLS	Stemberg Lighting ML730-40-422-ML730-402	120 V ³ 2W	11	B

INDEPENDENCE DRIVE

ARCADE 100'-CHANGED	1.00
ARCADE 100'-CHANGED	1.71
ARCADE 100'-CHANGED	2.3
ARCADE 100'-CHANGED	3.1
ARCADE 100'-CHANGED	3.9
ARCADE 100'-CHANGED	4.7
ARCADE 100'-CHANGED	5.5
ARCADE 100'-CHANGED	6.3
ARCADE 100'-CHANGED	7.1
ARCADE 100'-CHANGED	7.9
ARCADE 100'-CHANGED	8.7
ARCADE 100'-CHANGED	9.5

S. CHRYSLER DRIVE

ARCADE 100'-CHANGED	5.00
ARCADE 100'-CHANGED	5.00
ARCADE 100'-CHANGED	5.00
ARCADE 100'-CHANGED	5.00
ARCADE 100'-CHANGED	5.00
ARCADE 100'-CHANGED	5.00
ARCADE 100'-CHANGED	5.00
ARCADE 100'-CHANGED	5.00
ARCADE 100'-CHANGED	5.00
ARCADE 100'-CHANGED	5.00
ARCADE 100'-CHANGED	5.00
ARCADE 100'-CHANGED	5.00

Table 11C-106: Photometric Luminaire - Performance Values

Street and Precinct Control Area	Performance Specifications (Minimum Recommended Average)				Lighting Level (Foot-Candles)	Lighting Uniformity Ratio
	Foot-Candles	U ₀	U ₁	U ₂		
Urban Core A	0.4	0.2	0.1	0.05	0.1	0.1
Urban Core B	0.5	0.2	0.1	0.05	0.1	0.1
Expressway	0.6	0.2	0.1	0.05	0.1	0.1
Major Corridor	0.7	0.2	0.1	0.05	0.1	0.1
Collector	0.8	0.2	0.1	0.05	0.1	0.1
Local	0.9	0.2	0.1	0.05	0.1	0.1
Residential	1.0	0.2	0.1	0.05	0.1	0.1
Neighborhood	1.1	0.2	0.1	0.05	0.1	0.1
Rural	1.2	0.2	0.1	0.05	0.1	0.1

Note: All values are minimum recommended values for the specified street lighting application. For detailed information, consult the manufacturer's technical data sheets and applicable codes. This table is for general reference only. Specific project requirements may vary.

Table 11C-107: Street Lighting Classification

Class	Description	Level of Illumination
Class A	Highly illuminated, uniform lighting with a minimum of 0.25 foot-candles (uniformity of 0.50). Typical applications include urban core, expressway, and major corridor.	Highly Uniform
Class B	Uniformly illuminated, uniform lighting with a minimum of 0.15 foot-candles (uniformity of 0.50). Typical applications include collector, local, and residential.	Medium Uniform
Class C	Uniformly illuminated, uniform lighting with a minimum of 0.10 foot-candles (uniformity of 0.50). Typical applications include neighborhood and rural.	Low Uniform
Class D	Uniformly illuminated, uniform lighting with a minimum of 0.05 foot-candles (uniformity of 0.50). Typical applications include rural and neighborhood.	Lowest Uniform

- NOTE: CITY IS NOW REQUESTING ALL PROJECTS:**
- 1.) TO ENSURE NEW STEMBERG LIGHTS HAVE DIMMING DRIVERS (SEE SL-4).
 - 2.) UPGRADE EXISTING STEMBERG LIGHTS ACROSS THE PROJECT FRONTAGE WITH A DIMMER KIT TO ADD DIMMING DRIVER OPTION. FOR SPECIFICATIONS AND INSTALLATION/SAFE INSTRUCTION (SEE SL-5).
 - 3.) LIGHTING OUTPUT ON BOTH SIDES OF CONSTITUTION DRIVE AND INDEPENDENCE DRIVE TO CHANGE TO 48V OF CAPACITY.

SHEET INDEX
PM-1 PHOTOMETRIC DETAILS
PM-2 PHOTOMETRIC OVERALL
PM-3-5 PHOTOMETRIC PLAN

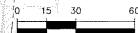
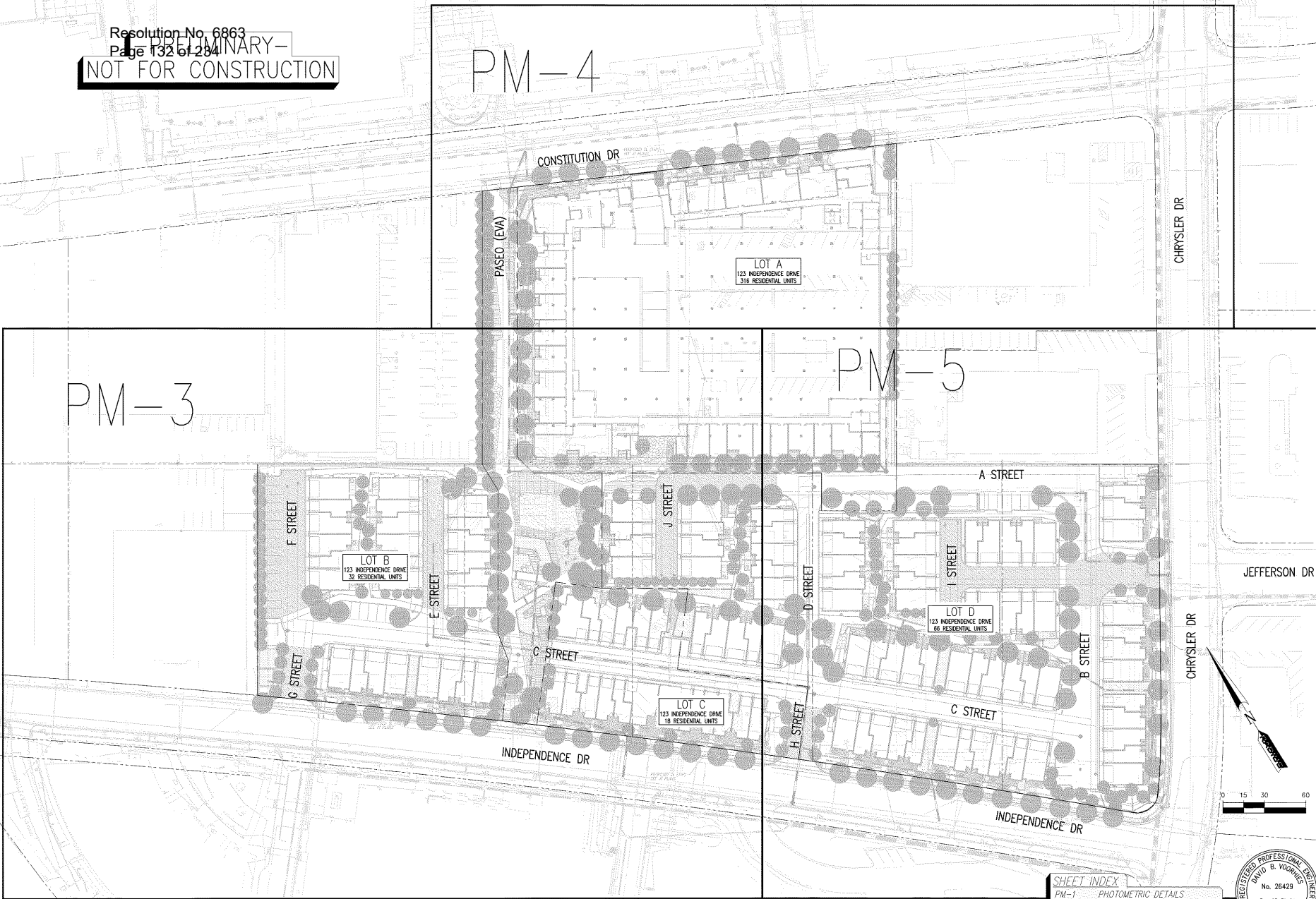


**PRELIMINARY -
NOT FOR CONSTRUCTION**

PM-4

PM-5

PM-3



SHEET INDEX

PM-1	PHOTOMETRIC DETAILS
PM-2	PHOTOMETRIC OVERALL
PM-3-5	PHOTOMETRICS PLAN



123 Independence
Menlo Park, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
**PHOTOMETRICS
OVERALL**

Job No. 20004
Date: 06/13/2023
Scale: AS SHOWN
Drawn By: ME

Sheet No:

PM-2

UTILITIES
 PLEASE CONSULT WITH UTILITY COMPANIES IN LOCATIONS NOT FOR CONSTRUCTION

Resolution No. 6863 - PRELIMINARY -
 Page 133 of 231

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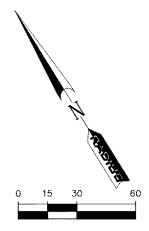
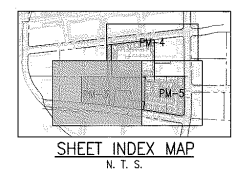
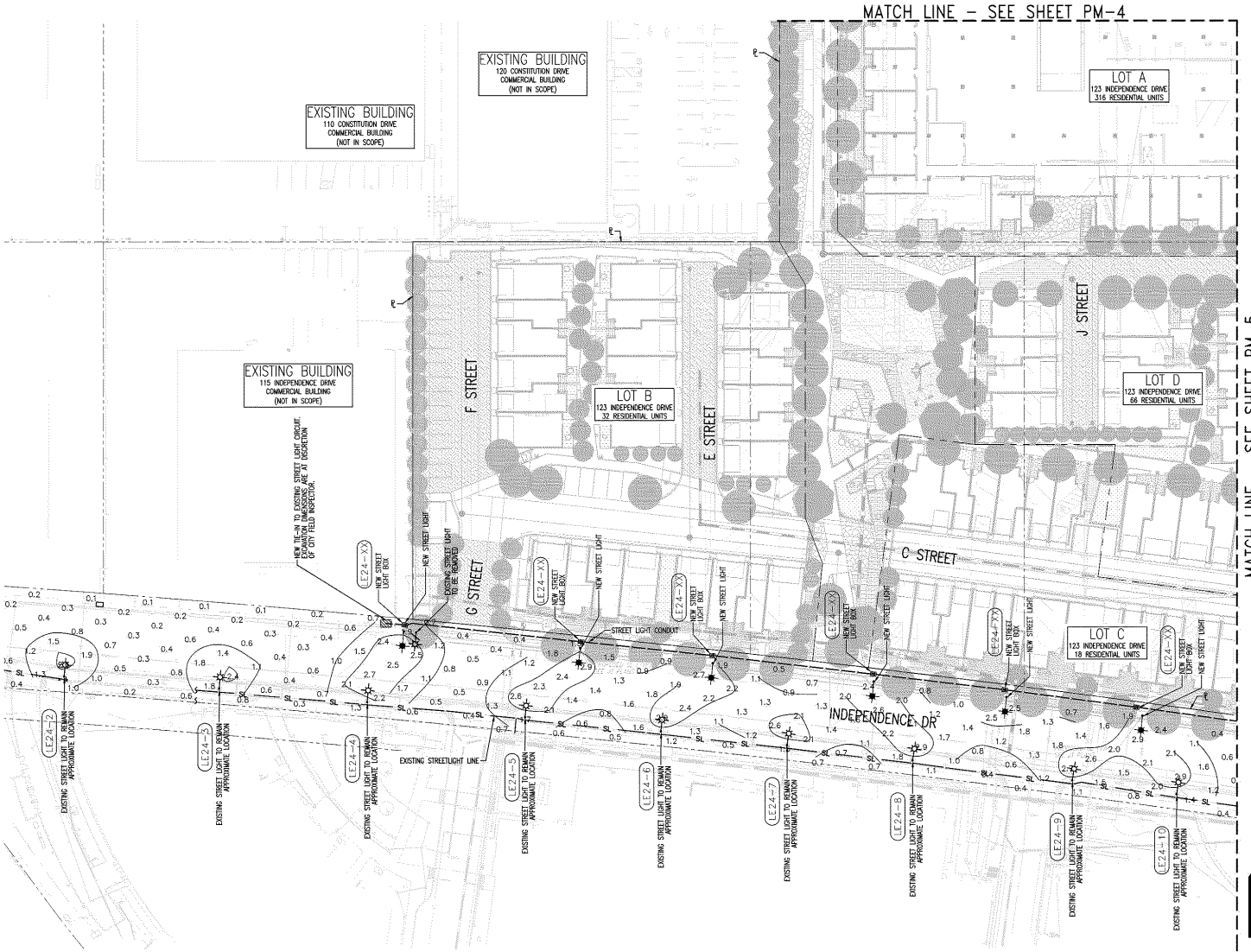
INDEPENDENCE DRIVE	
AVERAGE FOOT-CANDELES	1.28
MAXIMUM FOOT-CANDELES	2.9
MINIMUM FOOT-CANDELES	0.1
MINIMUM TO MAXIMUM FC RATIO	0.04
MAXIMUM TO MINIMUM FC RATIO	28.15
AVERAGE TO MINIMUM FC RATIO	12.25

LEGEND:

NEW	DESCRIPTION
	STREET LIGHT CONDUIT
	POLE NUMBER
	STREET LIGHT

EXISTING	DESCRIPTION
	STREET LIGHT CONDUIT
	STREET LIGHT POLE NUMBER
	STREET LIGHT TO REMAIN
	STREET LIGHT TO BE REMOVED

LEGEND NTS



SHEET INDEX

PM-1	PHOTOMETRIC DETAILS
PM-2	PHOTOMETRIC OVERALL
PM-3-5	PHOTOMETRICS PLAN



RADIUS DESIGN, INC.
 UTILITY DESIGN CONSULTANTS & ENGINEERS
 1460 MARIN LANE, SUITE 200, SAN RAFAEL, CALIFORNIA 94965
 (415) 452-2642

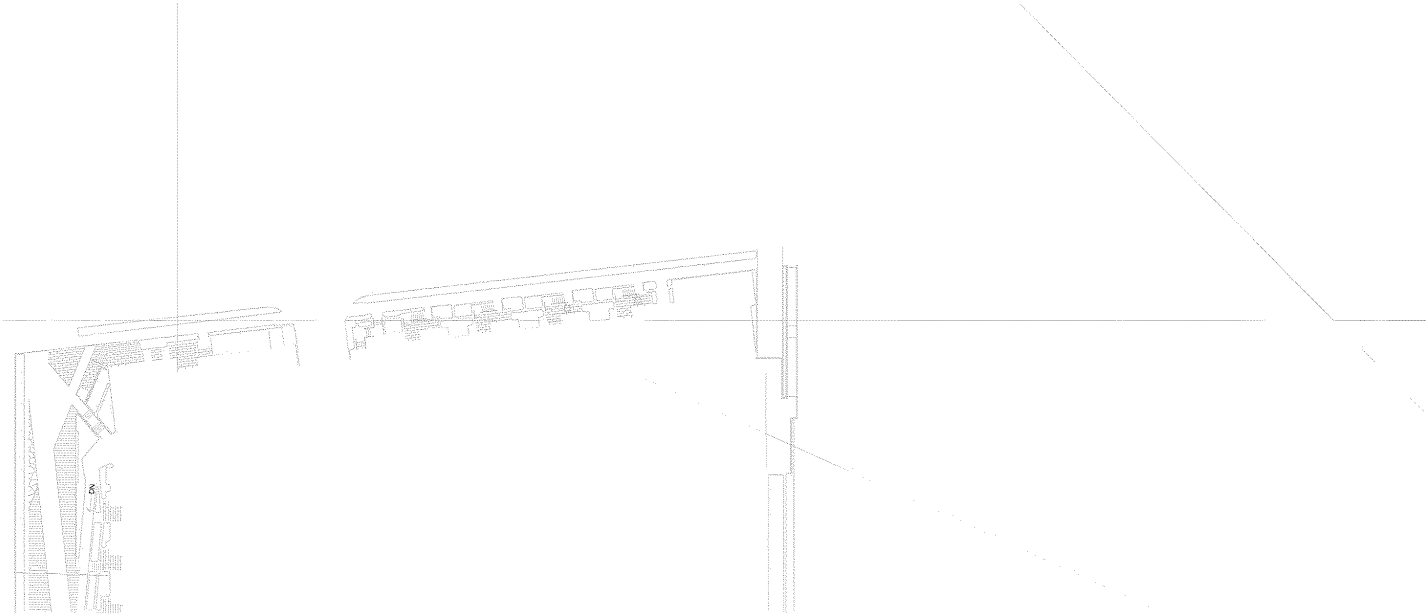
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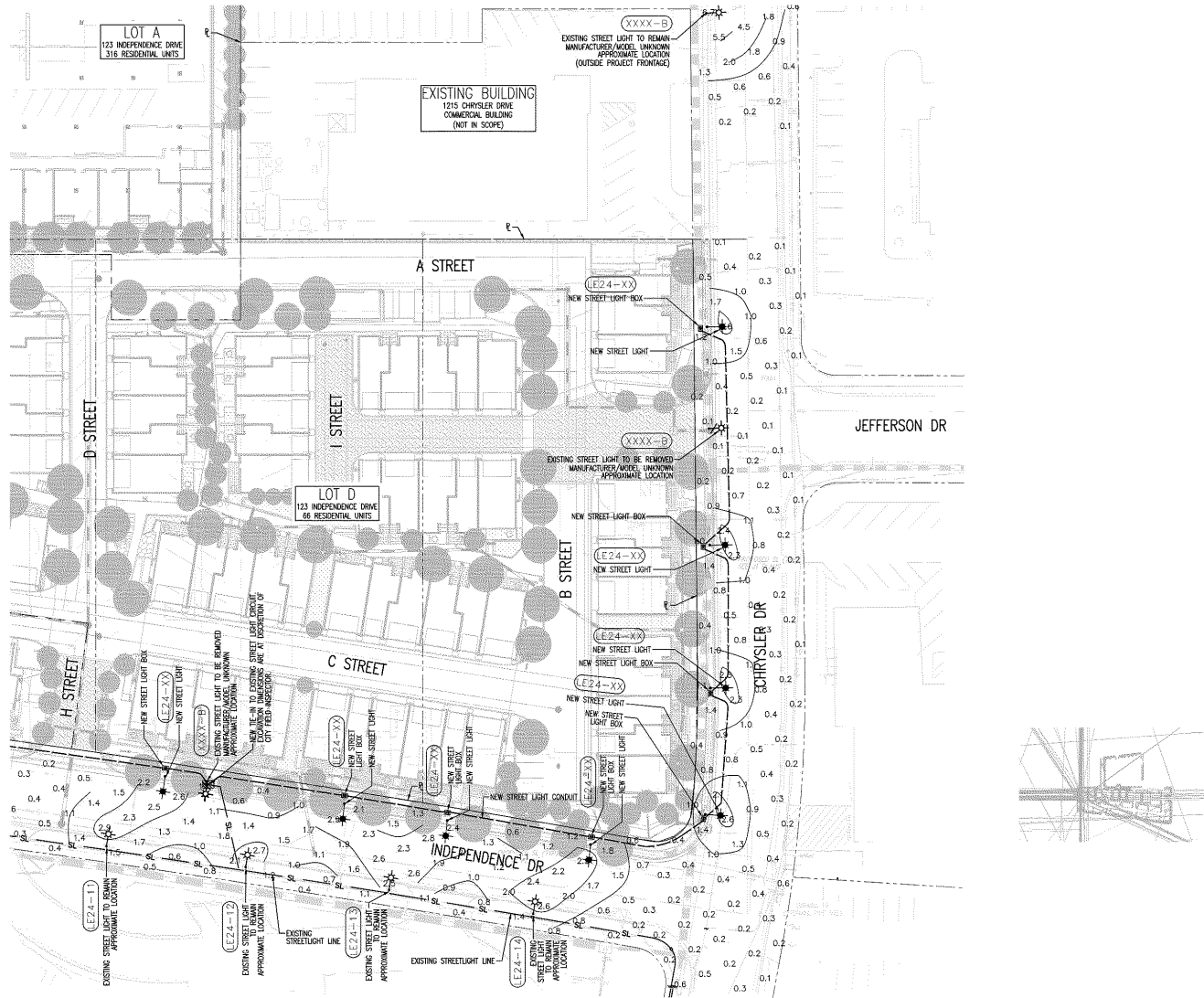
The Sobrato Organization
 599 Castro Street, Suite 400
 Mountain View, CA

Sheet Title:
PHOTOMETRICS PLAN

Job No. 20004
 Date: 06/13/2023
 Scale: AS SHOWN
 Drawn By: ME

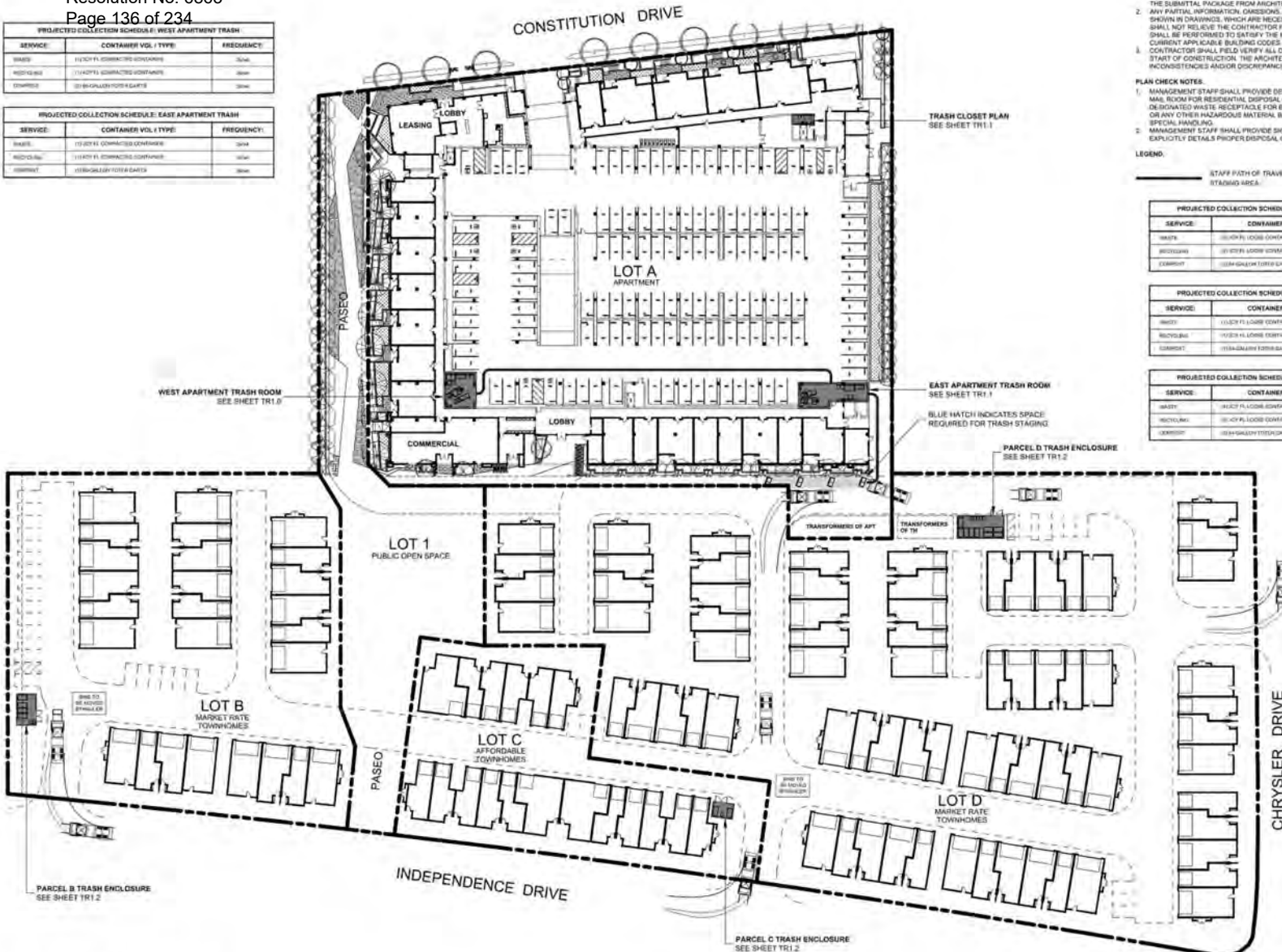
Sheet No:
PM-3





PROJECTED COLLECTION SCHEDULE: WEST APARTMENT TRASH		
SERVICE	CONTAINER VOL. / TYPE	FREQUENCY
WASTE	11142714 COMBACTED CONTAINER	2004
RECYCLING	11142714 COMBACTED CONTAINER	2004
COMPOST	11142714 COMBACTED CONTAINER	2004

PROJECTED COLLECTION SCHEDULE: EAST APARTMENT TRASH		
SERVICE	CONTAINER VOL. / TYPE	FREQUENCY
WASTE	11142714 COMBACTED CONTAINER	2004
RECYCLING	11142714 COMBACTED CONTAINER	2004
COMPOST	11142714 COMBACTED CONTAINER	2004



GENERAL NOTES:

1. ANY DESIGN OR SOLUTIONS SHOWN IN DRAWING EITHER DIRECT OR IMPLIED ARE HEREBY CLARIFIED AS EXAMPLES AND SHALL NOT BE CONSIDERED COMPLETE DESIGN FOR CONSTRUCTION. THESE DRAWINGS ARE INTENDED TO SUPPLEMENT THE SUBMITTAL PACKAGE FROM ARCHITECT.
2. ANY PARTIAL INFORMATION, OMISSIONS, OR INACCURATE DESCRIPTIONS OF WORK SHOWN IN DRAWINGS, WHICH ARE NECESSARY TO PERFORM THE SCOPE OF WORK, SHALL NOT RELIEVE THE CONTRACTOR FROM COMPLETION OF WORK. ALL WORK SHALL BE PERFORMED TO SATISFY THE MAXIMUM REQUIREMENTS OF THE CURRENT APPLICABLE BUILDING CODES.
3. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE PROMPTLY NOTIFIED OF ANY INCONSISTENCIES AND/OR DISCREPANCIES.

PLAN CHECK NOTES:

1. MANAGEMENT STAFF SHALL PROVIDE DESIGNATED RECYCLING RECEPTACLE IN MAIL ROOM FOR RESIDENTIAL DISPOSAL OF UNWRAPPED MAIL, AS WELL AS A DESIGNATED WASTE RECEPTACLE FOR BATTERED PAINT, FLUORESCENT BULBS OR ANY OTHER HAZARDOUS MATERIAL BANNED FROM LANDFILL THAT REQUIRES SPECIAL HANDLING.
2. MANAGEMENT STAFF SHALL PROVIDE STORAGE IN ALL TRASH VESTIBLES THAT EXPLICITLY DETAIL PROPER DISPOSAL OF WASTE, RECYCLING, AND COMPOST.

LEGEND:

STAFF PATH OF TRAVEL FROM TRASH ROOMS TO TRASH STAGING AREA.

PROJECTED COLLECTION SCHEDULE: PARCEL B TRASH ENCLOSURE		
SERVICE	CONTAINER VOL. / TYPE	FREQUENCY
WASTE	11142714 COMBACTED CONTAINER	2004
RECYCLING	11142714 COMBACTED CONTAINER	2004
COMPOST	11142714 COMBACTED CONTAINER	2004

PROJECTED COLLECTION SCHEDULE: PARCEL C TRASH ENCLOSURE		
SERVICE	CONTAINER VOL. / TYPE	FREQUENCY
WASTE	11142714 COMBACTED CONTAINER	2004
RECYCLING	11142714 COMBACTED CONTAINER	2004
COMPOST	11142714 COMBACTED CONTAINER	2004

PROJECTED COLLECTION SCHEDULE: PARCEL D TRASH ENCLOSURE		
SERVICE	CONTAINER VOL. / TYPE	FREQUENCY
WASTE	11142714 COMBACTED CONTAINER	2004
RECYCLING	11142714 COMBACTED CONTAINER	2004
COMPOST	11142714 COMBACTED CONTAINER	2004

TRASH ROUTE / STAGING PLAN
LEVEL 1

Architecture
Planning
Urban Design

1970 Broadway, Suite 500
Oakland, California 94612
(510) 451-2850

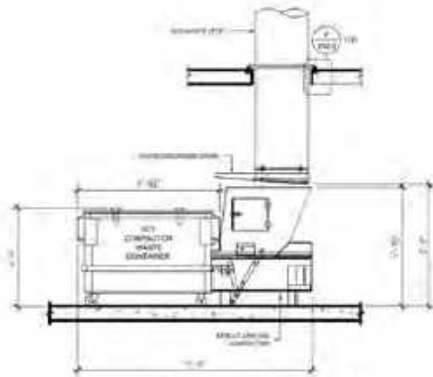
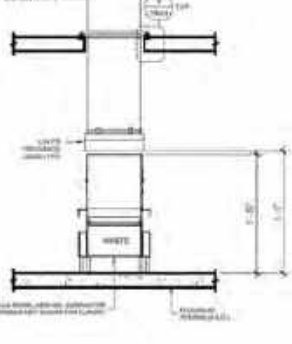
123 Independence
Menlo Park, CA

The Sobrato Organization
598 Castro Street, Suite 400
Mountain View, CA

Sheet Title:
TRASH ROUTE STAGING PLAN

Job No. 20004
Date: 06/13/23
Scale: As Indicated
BM

Sheet No:
TR0.1



SECTIONS
AT WEST APARTMENT TRASH ROOM

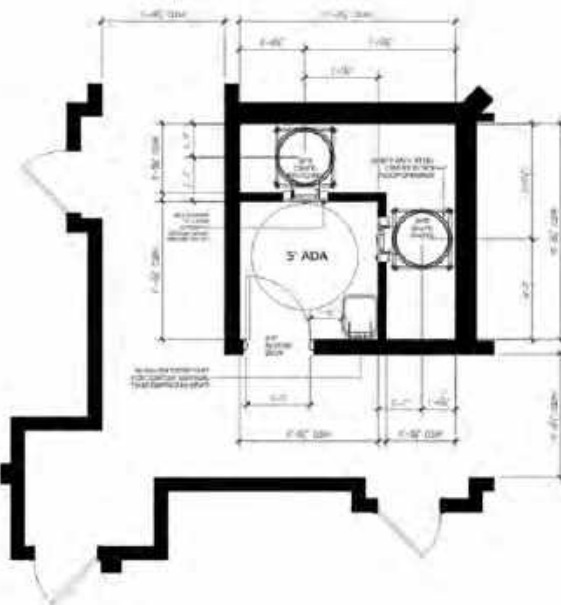
INTEGRATED COLLECTION SCHEDULE, WEST APARTMENT TRASH		
SPACE	CONTAINER VOLUME	FREQUENCY
WASTE	100 GALLON COMPACTOR	WEEK
RECYCLING	100 GALLON COMPACTOR	WEEK
COMPOST	20 GALLON COMPACTOR	WEEK

- SHEET NOTES:**
WEST APARTMENT TRASHROOM - LEVEL 1:
- TRASH COLLECTION ROOMS PART OF THE PRE-CAST TRASHROOM SHALL BE MECHANICALLY ACCESS.
 - FLOOR SHALL BE FINISHED WITH WATERPROOF BRICK CORING. FLOOR TO HAVE MINIMAL SLOPE (1/8") AND FLUSH WITH ADJACENT LEVELS UNDER COMPACTOR.
 - WALLS SHALL BE REINFORCED AND FINISHED WITH TRASHROOM SERVICE SUCH AS 3/4" OR WITH GLASS BLOCKS PART 1 1/2" AT 4".
 - VERTICAL WALL FINISH SHALL BE 1/2" THIN CONCRETE OVER AT BASE OF ALL NON-CONCRETE WALLS. FINISH WALLS THE CORNER WHERE THE COMPACTOR OR POWER PACK.
 - 6" MIN. LIP OVER EDGE OF 1/2" LATH CONCR.
 - WOOD SHALL BE MECHANICALLY VENTILATED WITH COINTEGRATED PVC.
 - DO NOT BURNISH OR OVERLAP TO CONNECTION WITH INSULATION AND INSULATION PACKAGE. DO NOT CONNECTION CORNER FOR WASTE AND RECYCLING COMPACTOR SHALL TERMINATE AT 1/2" AT 4".
 - IF COMPACTOR POWER PACK SHALL BE 1/2" THIN CONCRETE OVER 1/2" THIN FINISH. FINISH SHALL BE MECHANICALLY VENTILATED.
 - DO NOT BURNISH OR OVERLAP TO CONNECTION WITH INSULATION AND INSULATION PACKAGE. DO NOT CONNECTION CORNER FOR WASTE AND RECYCLING COMPACTOR SHALL TERMINATE AT 1/2" AT 4".
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- WEST INTAKE VESTIBULE - LEVEL 3-5:**
- DO NOT BURNISH OR OVERLAP TO CONNECTION WITH INSULATION AND INSULATION PACKAGE. DO NOT CONNECTION CORNER FOR WASTE AND RECYCLING COMPACTOR SHALL TERMINATE AT 1/2" AT 4".
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WEST APARTMENT TRASH ROOM PLAN
LEVEL 1



WEST CHUTE INTAKE VESTIBULE
TYPICAL AT LEVELS 3-5

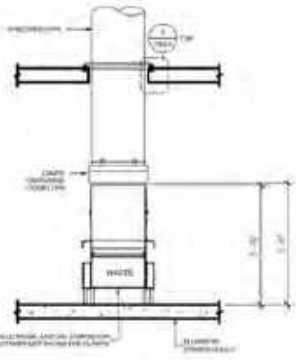
- GENERAL NOTES:**
- ANY DESIGN CHANGES SHALL BE REVIEWED BY ARCHITECT AND ENGINEER AND BE REVISIONS CLASSIFIED AS R1, R2, R3 AND SHALL NOT BE CONSIDERED COMPLETE DECISION FOR CONSTRUCTION. THESE CHANGES ARE WITHIN THE SCOPE OF THE CONTRACT. ANY CHANGES OUTSIDE THE SCOPE OF THE CONTRACT SHALL BE REVISIONS CLASSIFIED AS R4, R5, R6, R7, R8, R9, R10, R11, R12, R13, R14, R15, R16, R17, R18, R19, R20, R21, R22, R23, R24, R25, R26, R27, R28, R29, R30, R31, R32, R33, R34, R35, R36, R37, R38, R39, R40, R41, R42, R43, R44, R45, R46, R47, R48, R49, R50, R51, R52, R53, R54, R55, R56, R57, R58, R59, R60, R61, R62, R63, R64, R65, R66, R67, R68, R69, R70, R71, R72, R73, R74, R75, R76, R77, R78, R79, R80, R81, R82, R83, R84, R85, R86, R87, R88, R89, R90, R91, R92, R93, R94, R95, R96, R97, R98, R99, R100, R101, R102, R103, R104, R105, R106, R107, R108, R109, R110, R111, R112, R113, R114, R115, R116, R117, R118, R119, R120, R121, R122, R123, R124, R125, R126, R127, R128, R129, R130, R131, R132, R133, R134, R135, R136, R137, R138, R139, R140, R141, R142, R143, R144, R145, R146, R147, R148, R149, R150, R151, R152, R153, R154, R155, R156, R157, R158, R159, R160, R161, R162, R163, R164, R165, R166, R167, R168, R169, R170, R171, R172, R173, 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 - RELOCATE CHUTES PER PLAN TO EXIST VERTICALLY THROUGHOUT BUILDING.
 - AT UPPER LEVELS, REUSE VERTICALS PER PLAN TO MATCH RELOCATED CHUTES.
 - INSTALL 3/4" WIRE ROLL-UP DOOR AND DRIFT SECOND 3/4" ACCESS DOOR.

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(510) 451-2300

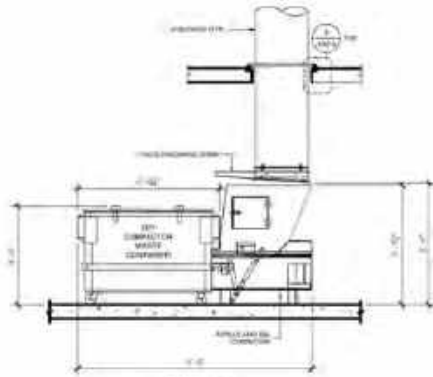
123 Independence
Menlo Park, CA
The Sobrato Organization
599 Castro Street, Suite 400
Menlo Park, CA

Sheet Title
WEST APARTMENT TRASH ROOM PLAN
ADD IN: 3/25/24
Date: 06/13/23
Scale: As Indicated
BM
Sheet No.
TR1.0

PROJECTED COLLECTION SCHEDULE EAST APARTMENT TRASH		
SPACE	CONTAINER VOL. / TYPE	FREQUENCY
REAR	10 55 GAL. COMPACTOR W/COMPOST	WEEK
MIDDLE	20 55 GAL. COMPACTOR W/COMPOST	WEEK
FRONT	20 55 GAL. COMPACTOR W/COMPOST	WEEK

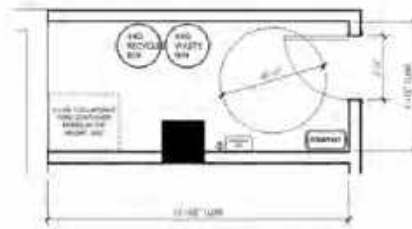


SECTION AA



SECTION BB

SECTIONS
AT EAST APARTMENT TRASH ROOM



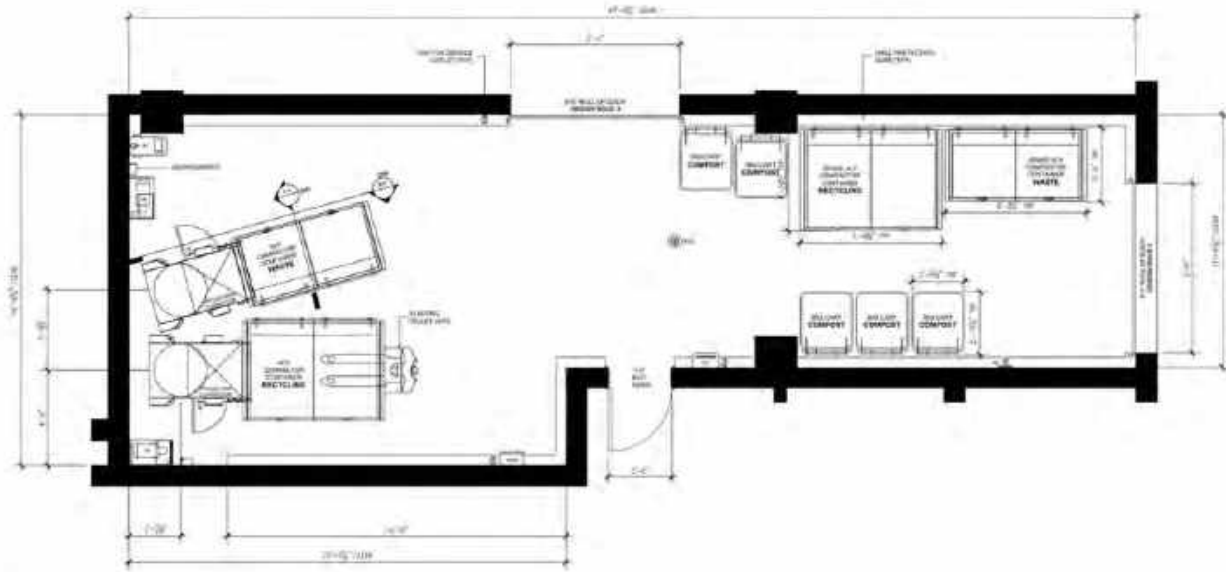
TRASH CLOSET PLAN
LEVEL 1

- GENERAL NOTES:**
- EAST APARTMENT TRASH ROOM - LEVEL 1:**
- TRASH COLLECTION ROOMS SHALL BE THE PRE-CAST TRANSFORMER SHAFT - REINFORCED CONCRETE.
 - FLOOR SHALL BE FINISHED WITH WATERPROOF BENCH COATING FLOOR TO MAINTAIN MINIMAL SLOPE TO DRAINAGE AND FLOOR DRAIN. FINISH LEVEL UNDER COMPACTOR. WALLS SHALL BE FINISHED WITH WATERPROOF SURFACE SUCH AS EPDM OR HIGH-GLOSS ENAMEL PAINT 8" O' APP.
 - WALL PANEL PROTECTION: 1" THICK CONCRETE CURB AT BASE OF ALL WALL COMPACTOR WALLS TO PROTECT WALLS. THE CURB SHALL BE THE SAME AS THE CURB AT THE PLASTER PACKS.
 - 2.0" R/W WALL SPACING AND 8" O' EXIT DOOR.
 - ROOM SHALL BE MECHANICALLY VENTED AND VENT TO OUTSIDE PER CODE.
 - 2.0" R/W BENCH COATING TO (2) COMPACTOR FLOOR HOLES AND RECYCLING. PROTECTIVE FLOOR CONTRACTOR SHALL PROVIDE WHITE AND RECYCLING. FINISHES SHALL TERMINATE AT 3" O' APP.
 - 1" R/W COMPACTOR POWER SOCK SHALL BE 1" O' FROM WALLS TO 1" O' FROM COMPACTOR. (2) 55 GAL. COMPACTOR TRASH AND
 - 1" R/W (2) MASTER CONTROL PANEL SHALL BE WALL MOUNTED (BY 40" H) AT FLOOR LEVEL. LOCK DOWN OR CONTROL PANELS FOR RECYCLING AND WASHING CHUTES. PROVIDE 1" O' FROM UNDESIGNED SERVICE.
 - ALL SERVICE AND COMPACTOR WALLS IN ROOMS SHALL BE FINISHED WITH 1" O' R/W SERVICE OUTLETS.
 - EXIT DOOR CONTROL UNIT SHALL BE WALL MOUNTED 4" O' FROM FLOOR LEVEL BY SERVICE OUTLETS.
 - RE-LOCATE AND 2.0" R/W TRASH BIN SHALL BE WALL MOUNTED 4" O' FROM FLOOR LEVEL.
 - PROVIDE RECYCLING BENCH TRACK FOR TRANSFORMER COMPACTORS. MAINTAIN CAPACITY. TURNING RADIUS 45°. RECYCLING 1" O' FROM SERVICE OUTLETS.
 - EXIT DOOR CONTROL DOOR TYPE: HORIZONTALLY SLIDING 55 GAL. 55-GAL. FREE. DOOR. HEIGHT BY 1" O' FROM FLOOR.
 - UNDESIGNED 55 GAL. SERVICE OUTLET SHOULD BE FOR ELIAT MAINTENANCE PURPOSES.

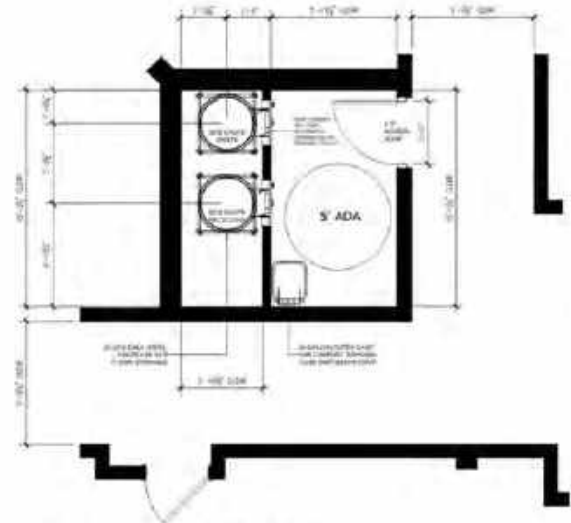
- CHUTE INTAKE VESTIBULE - LEVEL 2-5:**
- CHUTE INTAKE VESTIBULE SHALL BE PRE-CAST WITH AN UNFINISHED FLOOR AND DOOR. 2" O' MIN. RECESSED TRAP STRAINER. RECESSED ACCESS. PROVIDE 1" O' FROM FLOOR. THE BOTTOM OF THE RECESSED ACCESS SHALL BE RECESSED WITH MATIC. PROVIDE 1" O' FROM FLOOR TO 1" O' FROM TRASH AND RECYCLING BINS. CONNECTING PER CAL. TO 1" O' FROM. (2) INTAKE SOCKS SUPPLIED BY MFR. AND METAL STRUT.
 - CHUTE INTAKE SHALL NOT BE RECESSED INTO CHUTE. HAS BEEN INSTALLED FOR SOUND PROOFING PURPOSES. FLOOR IS TO BE FINISHED AND RECESSED TO OCCUPIED SPACE. EXTENSION OF CHUTE SHALL BE TYPICAL TO OCCUPY CHUTE AND OCCUPY SPACES.
 - PROVIDE REINFORCED CONCRETE AT CHUTE AND RECESSED FLOOR. FINISHES AT RECESSED CONSTRUCTION. INSTALL 2.0" R/W SUPPORT FRAME AT EACH CHUTE INTAKE TO 1" O' FROM CHUTE. SEE DETAIL 55 GAL. 55-GAL. RECYCLING AND WASHING CHUTE. SOUND RECYCLING AND ACCESS. HOW BASES WILL BE 1" O' FROM ON THE BASIS OF FLOOR SLAB AND SHALL BE PROVIDED BY CONTRACTOR.

- GENERAL NOTES:**
- ANY DESIGN OF THIS DRAWING SHOWN EXAMINING DESIGN DIRECT OR INDICES AND HEREBY CLARIFIED AS EXAMPLES AND SHALL NOT BE CONSIDERED COMPLETE DESIGN FOR CONSTRUCTION. THESE DRAWINGS ARE INTENDED TO SUPPLEMENT THE SUBMITTAL PACKAGE FROM ARCHITECT.
 - ANY PARTIAL INFORMATION, OMISSIONS, OR INACCURATE DESCRIPTIONS OF WORK SHOWN IN DRAWINGS. REVISIONS ARE NECESSARY TO CORRECT THE SCOPE OF WORK. SHALL BE REFERENCED TO "REV" IN THE DRAWING REQUIREMENTS OF THE CURRENT APPLICABLE BUILDING CODES.
 - CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE PROMPTLY NOTIFIED OF ANY DISCREPANCIES AND/OR DISCREPANCIES.

- DESIGN ISSUES:**
- RELOCATE CHUTES PER PLAN TO BEAK VERTICALLY THROUGHOUT BUILDING. AT UPPER LEVELS. RELOCATE VERTICALLY PER PLAN TO MATCH LOWER LEVEL CHUTES.
 - INSTALL (2) 2" O' R/W ROLL-UP DOORS AND ONE SECOND 2" O' ACCESS DOOR.



EAST APARTMENT TRASH ROOM PLAN
LEVEL 1



EAST CHUTE INTAKE VESTIBULE
TYPICAL AT LEVELS 2-6



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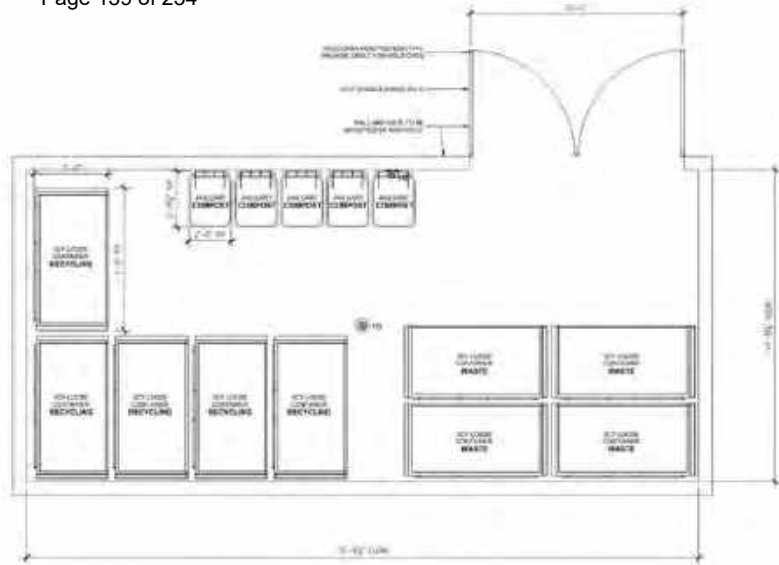
123 Independence
Mountain View, CA

The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA

Sheet Title
EAST APARTMENT TRASH ROOM PLAN

ADD NO: 35554
Date: 06-10-23
Scale: As Indicated
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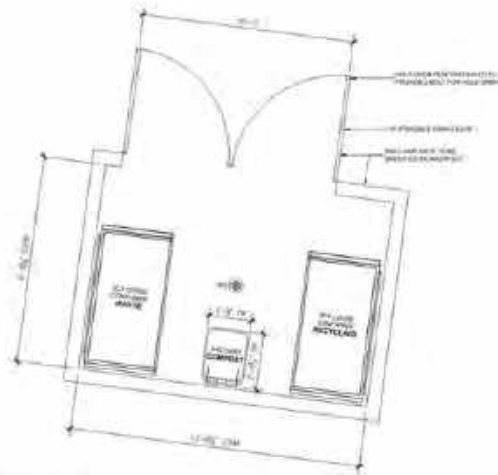
Sheet No.
TR.1.1



PARCEL D TRASH ENCLOSURE PLAN

LEVEL 1

SCALE 1/8" = 1'-0"



PARCEL C TRASH ENCLOSURE PLAN

LEVEL 1

SCALE 1/8" = 1'-0"

PROJECTED COLLECTION SCHEDULE: PARCEL B TRASH ENCLOSURE		
SERVICE	CONTAINER VOL. (YR)	FREQUENCY
WASTE	20.000 CU YD (20000 L)	WEEK
RECYCLING	20.000 CU YD (20000 L)	WEEK
COMPOST	20.000 CU YD (20000 L)	WEEK

PROJECTED COLLECTION SCHEDULE: PARCEL C TRASH ENCLOSURE		
SERVICE	CONTAINER VOL. (YR)	FREQUENCY
WASTE	20.000 CU YD (20000 L)	WEEK
RECYCLING	20.000 CU YD (20000 L)	WEEK
COMPOST	20.000 CU YD (20000 L)	WEEK

PROJECTED COLLECTION SCHEDULE: PARCEL D TRASH ENCLOSURE		
SERVICE	CONTAINER VOL. (YR)	FREQUENCY
WASTE	20.000 CU YD (20000 L)	WEEK
RECYCLING	20.000 CU YD (20000 L)	WEEK
COMPOST	20.000 CU YD (20000 L)	WEEK

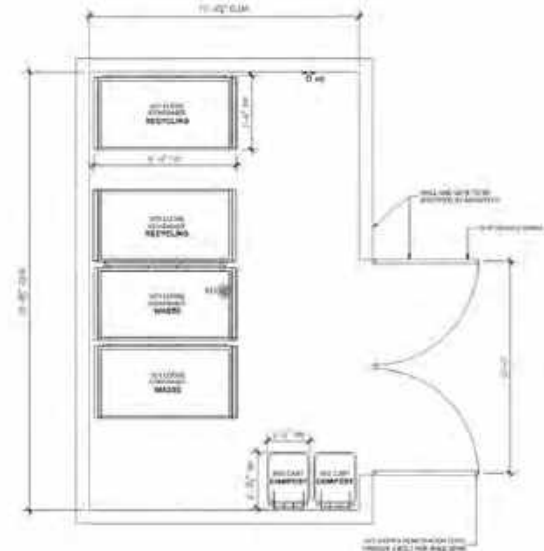
GENERAL NOTES:

TOWNHOME TRASH ENCLOSURES

1. SEE PLAN FOR DIMENSIONS.
2. THE TRASH AND RECYCLING ENCLOSURES SHALL BE FINISHED TO MATCH THE SURROUNDING EXTERIOR FINISHES.

GENERAL NOTES:

1. ANY DESIGN OR CONSTRUCTION DETAILS NOT SHOWN HEREIN SHALL BE DETERMINED BY THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.
2. ANY PARTIAL INFORMATION, OMISSIONS, OR INACCURACIES IN THE DESCRIPTIONS OF WORK SHOWN IN THIS DRAWING WHICH ARE NECESSARY TO PROCEED WITH THE SCOPE OF WORK SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTION.
3. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE PROMPTLY NOTIFIED OF ANY DISCREPANCIES OR CONDITIONS.



PARCEL B TRASH ENCLOSURE PLAN

LEVEL 1

SCALE 1/8" = 1'-0"

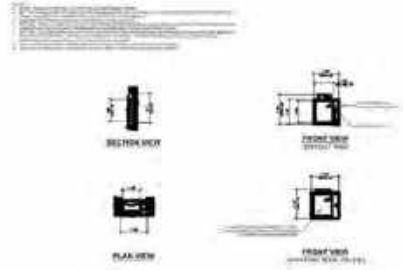


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Menlo Park, CA
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Mountain View, CA

Sheet Title
TOWNHOME TRASH ENCLOSURES
Job No: 20004
Date: 08-15-23
Scale: As Indicated
BM

Sheet No.
TR1.2



1 WALL PROTECTION CONCRETE CURB

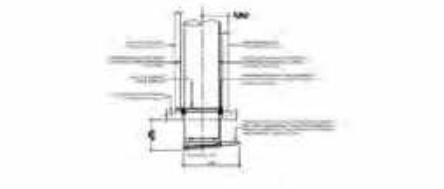
2 CHUTE INTAKE DOOR
UPPER LEVELS

SHEET NOTES - W/ CHUTE DETAILS

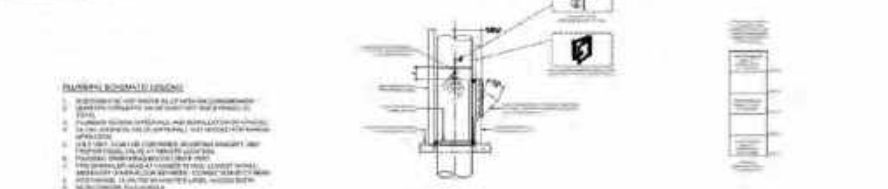
1. CHUTE MATERIAL, GALVANIZED OR GALVALUME, R-INSULATED STEEL.
2. THE FIRE RATED WALL ASSEMBLY INCLUDING CHUTE SHAFT FACE WALL SHALL NOT BE DETECTED SMELT. CHUTES HAVE BEEN METAL LID.
3. SEE ARCHITECTURAL AND/OR STRUCTURAL DRAWINGS TO VERIFY ALL INFORMATION NOT RELATED TO THIS SCOPE OF WORK FOR ACCURACY.
4. POUR WALLS WILL VARY BASED ON THICKNESS OF FLOOR SLAB AND SHALL BE PROVIDED BY MANUFACTURER.

GENERAL NOTES

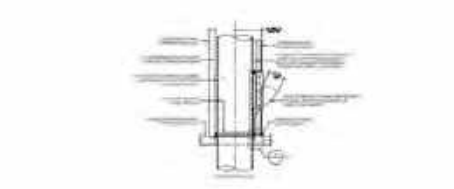
1. ANY DESIGN OR SPEC. CHANGES SHOWN IN DRAWING, EITHER DIRECT OR IMPLIED, ARE SUBJECT TO THE DESIGNER'S REVIEW AND SHALL NOT BE CONSIDERED COMPLETE DESIGN FOR CONSTRUCTION. THESE DRAWINGS ARE INTENDED TO SUPPLEMENT THE ARCHITECTURAL AND/OR STRUCTURAL DRAWINGS.
2. ANY MATERIAL, MANUFACTURER, DIMENSIONS, OR FINISHES IDENTIFICATIONS OF WORK SHOWN IN DRAWINGS, WHICH ARE NECESSARY TO PROCEED WITH THE SCOPE OF WORK, SHALL NOT RELIEVE THE CONTRACTOR FROM OBTAINING OF WORK. ALL ITEMS SHALL BE REFERENCED TO VERIFY THE MANUFACTURER'S REQUIREMENTS OF THE CURRENT APPLICABLE BUILDING CODES.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS PRIOR TO START OF CONSTRUCTION. THE ARCHITECT SHALL BE PROMPTLY NOTICED OF ANY DISCREPANCIES AND/OR OMISSIONS.



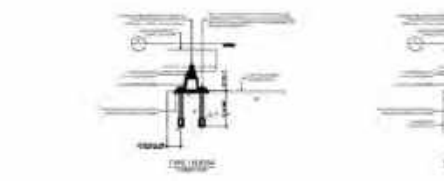
5 CHUTE AIR AND SOUND ISOLATION



6 DISINFECTING AND SANITATION UNIT W/ FIRE SPRINKLER NOZZLE
AT HIGHEST INTAKE



8 CHUTE SHAFT AT INTAKE
UPPER LEVELS



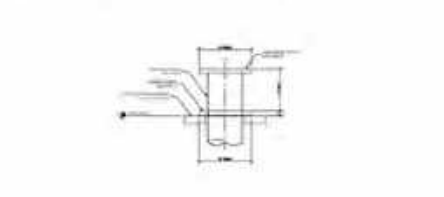
9 FLOOR SUPPORT FRAME ANCHORING
TYPE I AND TYPE II CONSTRUCTION



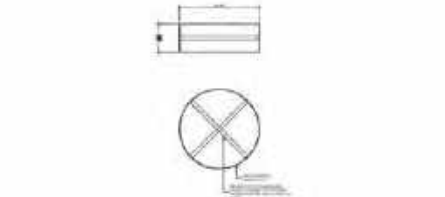
15 MINIMUM CHUTE SHAFT DETAILS
PLAN VIEWS



15 MINIMUM CHUTE SHAFT DETAILS
PLAN VIEWS



13 CHUTE VENT
AT ROOF LEVEL



14 POUR RING DETAIL



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598 Castro Street, Suite 400
Menlo Park, CA

Sheet Title:
**CHUTE DETAILS
30" DIAM**

Job No: 20009
Date: 05-13-22
Scale: As Indicated
BU

Sheet No:
TR2.0

Ms. Payal Bhagat
City of Menlo Park
Planning Division
701 Laurel Street
Menlo Park, CA 94025

February 10, 2022 (REVISED July 20, 2023)

Subject: Below Market Rate Proposal

Project Name: 123 Independence (“The Project”)

Project Address: 119, 123–125, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive

Dear Payal:

The Sobrato Organization (TSO), in partnership with Habitat for Humanity Greater San Francisco (HGSF), is pleased to propose the following Below Market Rate Proposal for 123 Independence located at 119 Independence Drive, 123–125 Independence Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive in Menlo Park. TSO and HGSF have used both Chapter 16.96, *Below Market Rate Housing Program*, as well as the *Below Market Rate Housing Program Guidelines* (BMR Guidelines) to develop this proposal. In addition, State Density Bonus Law concessions and waivers are used to allow HGSF to be the affordable housing developer to develop the affordable townhomes.

General Overview

The General Plan requires developers to participate in the City’s Below Market Rate (BMR) Program. The latest City of Menlo Park Housing Element (2015-2023) identifies the benefits of market rate developers partnering with affordable housing developers to provide BMR units, noting that units developed in this manner are more likely to serve lower income households.

The purpose of the City’s BMR Program is to increase the housing supply for households that have very low, low, and moderate incomes, with a primary objective of creating actual housing units rather than collecting fees. According to the City’s BMR Guidelines and City Municipal Code Chapter 19.96, residential development projects that include 20 or more units must provide not less than 15 percent of these units at below market rates to very low, low, and moderate-income households. The BMR Program permits BMR units to be provided across the full range of affordability levels, provided that the provision of units at extremely low, very low, low and/or moderate income is “roughly equivalent” to the provision of all of the units at the low-income level.

The 123 Independence Project (Project), which consists of 316 apartments and 116 townhomes, would provide BMR units meeting the City’s requirements on site. The for-rent apartments will comply with Chapter 16.96 and the BMR Guidelines. TSO and HGSF have requested State Density Bonus Law concessions and waivers, to allow variances from certain requirements in the BMR Guidelines for the BMR townhomes.



As outlined in more detail in the State Density Bonus Law letter attached as Attachment A, the Project seeks two concessions that would result in actual cost savings: (i) to allow the affordable townhomes to be developed on one parcel, and (ii) to allow the affordable townhome units to be completed on an independent timeline from the market rate units in the project. TSO and HGSF also request waivers that support these concessions and allow the Project to fit on the site as designed and at the density allowed.

In addition, the Project proposes reasonably equivalent alternatives (“Equivalent Alternatives Proposal”) pursuant to Section 13 of the Menlo Park BMR Guidelines to allow HGSF to develop the affordable townhomes in a manner consistent with HGSF’s development model. The Equivalent Alternatives Proposal is included as Attachment B.

Program Design

As proposed, the Project has 316 for-rent apartments and 116 for-sale townhomes. The breakdown of unit mix and types for both the apartments and townhomes is shown below in Table 1.

Table 1: Program Breakdown with Unit Type, Size, & Mix

Unit Type	Ownership Type	Average SF	Market-Rate Count by Unit Type	BMR Count by Unit Type	Total Count by Unit Type
Studio	Rental	539	72	16	88
One-Bedroom	Rental	725	152	33	185
Two-Bedroom	Rental	1,006	36	7	43
<i>Avg./Total Count Apartments</i>		<i>711</i>	<i>260</i>	<i>56</i>	<i>316</i>
TH 1 (Three-Bedroom)	Ownership	1,749	34	-	34
TH 2 (Two-Bedroom)	Ownership	1,199	34	-	34
TH 3 (Three-Bedroom)	Ownership	2,052	10	-	10
TH 3.1 (Three-Bedroom)	Ownership	2,052	20	-	20
TH 4 (Three-Bedroom)	Ownership	1,480	-	6	6
TH 4.1 (Four-Bedroom)	Ownership	1,514	-	3	3
TH 4.2 (Four-Bedroom)	Ownership	1,416	-	3	3
TH 4.3 (Two-Bedroom)	Ownership	958	-	3	3
TH 5 (Four-Bedroom)	Ownership	1,581	-	3	3
<i>Avg./Total Count Townhomes</i>		<i>1,613</i>	<i>98</i>	<i>18</i>	<i>116</i>

Apartment BMR Proposal

Based on the City’s 15 percent BMR requirement, the Project will provide 48 BMR apartments with low-AMI levels. In addition, TSO proposes an additional 8 low-income apartments as a community amenity, making the Project 17 percent affordable. There is no difference between the market-rate and BMR apartment units. The apartment BMR units will be mixed in throughout the community, indistinguishable from the exterior, and contain standard appliances common to new units.

As noted within the *Below Market Rate Housing Program Guidelines* subsection 4.1.2 and 11.1.2, *Initial Price for Rental Unit* and *BMR Rent*, the initial monthly rental amounts for the BMR rental units will be equal to or less than 30 percent of the applicable income limits for very low, low, and moderate income households adjusted for occupancy, but in no case will the monthly rental amounts exceed 75 percent of comparable market rents.



Townhome BMR Proposal

Based on the City's 15 percent BMR requirement, the Project will provide 18 BMR townhomes with low-AMI levels. As mentioned above, TSO and HGFSF plan to work together on the Project. TSO plans to donate the land for the BMR townhomes to HGFSF. As further noted above, State Density Bonus Law concession and waivers together with an Equivalent Alternatives Proposal are being requested to enable HGFSF to maximize its unique program. HGFSF offers affordable homeownership opportunities to low-income families through a unique program that requires no down payment and provides zero-interest rate mortgages to homeowners. HGFSF's ability to provide this unique program and deep levels of affordability is predicated on keeping construction costs low, optimizing the use of staff and volunteer labor, donated construction materials and finishes, and receiving funding from various private and public sources.

State funding for affordable housing is extremely competitive. TSO is committed to working with HGFSF but if HGFSF cannot obtain financing or otherwise chooses not to develop the affordable townhomes, TSO would partner with a different affordable housing developer to ensure compliance with the Project's BMR requirements under this proposal. If no affordable housing developer is interested in such a partnership, TSO would construct the BMR townhomes in a manner consistent with the City's Municipal Code and BMR Guidelines, and the BMR townhomes may be offered at different affordability levels than the current HGFSF proposal.

Concessions for BMR Townhomes

The BMR Guidelines generally requires that units be distributed throughout the development. Because of TSO's partnership with HGFSF and HGFSF's need to have its own parcel, the BMR townhomes cannot be mixed throughout the community. Instead, the BMR townhomes will be located on Lot C. The placement and configuration for Lot C was selected for the BMR townhomes with equality in mind. The location is prominent on the site and feels integrated into the overall community. The location is also centrally located and adjacent to the park and paseo amenities.

HGFSF's model is designed to have all the homes clustered on the same piece of land. Providing HGFSF's units together on a dedicated parcel allows HGFSF to apply for grants and other funding sources that support affordable housing and construct homes more efficiently than if units are spread throughout the Project site. In addition, having all the affordable townhomes on one parcel builds community, equity, and continuity for HGFSF's homeowners. Below are specific reasons why:

- HGFSF builds and sells homes on a single lot because it is more efficient and cost-effective than building across multiple lots. For example, working with one lot simplifies the land transaction, which keeps legal costs low. In addition, having the future homeowners, who must put in sweat equity to help build their homes, working on a single lot builds community and allows HGFSF to increase its positive outcomes and impacts on the community.
- Construction mobilization and the coordination of its volunteer labor and homeowner sweat equity becomes significantly more expensive, complicated, and time consuming when homes are located on separate lots rather than a single lot.
 - *Expensive:* It is easier and more effective to oversee and coordinate volunteer labor and future homeowners within one lot rather than being spread over multiple lots, creating additional costs and operational complications – multiple superintendents, procurement dates for



- materials, staging areas, etc. Economies of scale are lost when affordable townhomes are embedded within the market-rate townhomes.
- *Complicated:* When affordable townhomes are interspersed within the market-rate townhomes, there will be two developers and two sets of construction teams working within the same building, which would be a logistical nightmare and essentially impossible due to coordination and insurance issues. For example, coordinating the shared responsibilities of a plumbing pipe between one contractor and another, to determine where one plumber's work stops and another plumber's starts within the same building envelope is extremely difficult. From a safety and insurance standpoint, it is also challenging to have two separate groups working that closely together as contractors will have different protocols and rules.
 - *Time Consuming:* Due to volunteer labor and HGSF's homeowner sweat equity program, the market-rate and affordable townhomes will have different schedules and timing. Having different contractors, with different construction schedules, reporting to different owners, is destined to lead to on-site construction coordination conflicts and eventual finger pointing.
- In addition to HGSF being the lender that requires no down payment and provide a zero-interest rate mortgages to homeowners, they also cap the homeowners' expenses to thirty percent of their incomes. This includes capping the Homeowner Association (HOA) fees, which required these units to be on one parcel under their own HOA.
 - Lastly, HGSF's public funding sources only provide subsidy to very low and low-income townhomes. These funding sources account for approximately 30 percent of HGSF's capital stack and are crucial to HGSF's ability to provide affordable homeownership opportunities. The funding process typically includes a detailed application to be awarded funds and predetermined milestones (e.g., completion of foundation pour, framing, utility installation, sheetrock inspections, etc.) are required to receive funds. Due to the requirements of these funding sources, HGSF would be unable to obtain them without its own parcel.

As explained in the attached State Density Bonus Law letter, the Project seeks concessions and waivers to support HGSF affordable housing project, including concessions for allowing HGSF to cluster its units and to construct its units on its own timeline.

Through discussions with Staff, we understand Staff seeks clarification of the requested concession to allow the affordable townhomes to be completed on an independent timeline from the market rate units. Specifically, the City asked TSO to provide a connection between the construction of the market-rate townhomes and the HGSF Project and a guarantee that HGSF will complete its project. In response, we provide the following timeline and assurances for the 18 affordable townhomes:

- HGSF is required to submit building permit application(s) for the 18 affordable townhomes within 6 months of the building permit submittal for the first market rate townhome.
 - If HGSF fails to pull building permits within 6 months after the City issues the first building permit for the market-rate townhomes then some of the proposed 18 affordable townhomes would become market rate townhomes and some of the market rate townhome units would convert to affordable units, such that a total of 15 percent of the townhomes would be affordable (i.e., a door-by-door approach).



- HGSF will have 24 months after the issuance of the building permit for the HGSF Project to complete the 18 affordable townhomes.
 - HGSF will provide a milestone schedule at the start of construction that is consistent with completion within 24 months of pulling their building permit. HGSF will have regular check-ins with housing staff throughout the project, including a larger bi-annual meeting (including all stakeholders as determined by City staff) to discuss their progress. HGSF will provide schedule updates in those meetings with City stakeholders.
- If HGSF starts construction and does not complete it within 24 months, City staff has two options: (1) allow HGSF to complete construction and require a bond to cover the costs to complete the construction, including additional project management and administrative costs, or (2) allow HGSF to complete the construction without requiring a bond.

Waivers for BMR Townhomes

Although HGSF is constructing its own project, the architecture and exterior finishes of the BMR townhomes will be of the same quality as the market-rate townhomes and the level of detail and time spent designing these townhomes will be on par with the market-rate townhomes. The overall architectural design approach and vision of the project is to propose distinctively different architectural styles for the townhomes, while having pieces of resemblance in each townhome style to the apartment building. This approach ties the project together visually as a community while creating architectural variety. In addition, the architecture of the BMR townhomes is designed to meet HGSF's specifications and as such, will differ from the market rate townhomes. Similar to the market-rate townhome designs, the architecture of the proposed BMR townhomes provides a variety of façade breaks, materials changes and roof level changes, as shown in Attachment C.

The BMR Guidelines note that the design and materials used in construction of BMR units must be of a quality comparable to other new units constructed in the development but need not be of luxury quality. As noted above, the BMR townhome units will have architecture and exterior materials of comparable quality to the market rate units. But the BMR units have different layouts and ratios of bedrooms to unit size, bathrooms to unit size, and living room size to unit size, as well as fewer parking spaces and balconies in different locations. On the interior, the BMR townhomes will have standard appliances common to new units such as a washer/dryer, dishwasher, oven/range, and refrigerator. Due to HGSF's donated construction materials and finishes, the finishes will be durable and high quality, however, they may differ from the market-rate units. To facilitate the concession allowing the affordable townhomes to be developed on an independent timeline and to allow the units to fit on Lot C, State Density Bonus Law waivers have been requested to allow the affordable townhomes to differ from the market-rate townhomes. The attached State Density Bonus Law Letter provides additional information regarding the requested waivers.

In sum, having all 18 BMR ownership townhomes developed by an affordable developer using their program enables them to be offered at deeper levels of affordability and ensure the permanent affordability of these homes.

* * *



Thank you for the opportunity to present this BMR proposal. We look forward to continuing our work with you as well as other City Staff to develop the BMR program for 123 Independence.

Warmest regards,



Peter Tsai

Resources

<https://www.codepublishing.com/CA/MenloPark/#!/MenloPark16/MenloPark1696.html#16.96>

<https://www.menlopark.org/369/Below-Market-Rate-BMR-housing-program>

<https://beta.menlopark.org/files/sharedassets/public/community-development/documents/20220303-below-market-rate-guidelines.pdf>

Attachment A – Revised State Density Bonus Law Letter dated July 20, 2023

Attachment B – Proposal for Reasonably Equivalent Alternatives Pursuant to BMR Guidelines Section 13

Attachment C – Exterior Rendering Comparison



Attachment A – Revised State Density Bonus Law Letter dated July 20, 2023



Linda C. Klein
415.262.5130
lklein@coxcastle.com

File No. 087389

July 20, 2023

VIA E-MAIL

Ms. Payal Bhagat
City of Menlo Park
Planning Division
701 Laurel Street
Menlo Park, CA 94025

Re: Density Bonus Law Request for 123 Independence Drive Project

Dear Payal:

This letter provides the applicable State Density Bonus Law (“SDBL”) requests related to the 123 Independence Drive housing development application (“Project”) proposed by The Sobrato Organization (“TSO”), and supersedes the requests submitted to the City of Menlo Park (“City”) on May 23, 2022, October 28, 2022, June 13, 2023, and July 5, 2023. There are only two changes in this letter compared to prior letters: TSO renews its request to waive the commercial automobile parking requirement and retracts its request to waive commercial bicycle parking requirement.

In sum, TSO’s SDBL’s requests for incentives/concessions and waivers are as follows:

Incentives/Concessions

Incentive 1: Clustering the Affordable Townhomes. Municipal Code section 16.97.100 requires that affordable units be “integrated into the project.” The City’s Below Market-Rate Guidelines (“BMR Guidelines”) further state that “[t]he BMR units should be distributed throughout the development.” (BMR Guidelines, § 5.1.) These requirements would preclude a market-rate developer from partnering with an affordable housing developer to provide the affordable component of a project. Affordable housing developers require their own parcel on which they can construct a one hundred percent affordable housing development to be able to leverage lower cost financing that results in actual and identifiable cost savings. Similarly, organizing the affordable units on their own parcel allows the affordable housing developer to easily oversee construction, reducing complexity and resulting in actual and identifiable cost savings.

For the affordable townhomes, TSO wishes to partner with an affordable housing developer, namely Habitat for Humanity Greater San Francisco (“HGSF”), due to HGSF’s

greater expertise in providing for-sale affordable housing. While the affordable townhomes (“HGSF Project”) would be integrated into the overall site plan, they would not be integrated and dispersed in each townhome building block. Instead, the HGSF Project would be located on their own parcel, labeled Lot C on the Project drawings. Accordingly, TSO and HGSF request a concession from Municipal Code section 16.97.100 and BMR Guidelines section 5.1 to allow the HGSF Project to be developed on one parcel and not distributed throughout the townhome portion of the Project.

Incentive 2: Timing of the Affordable Townhome Units. Municipal Code section 16.97.100 requires that affordable units be “constructed concurrently with market rate units.” Similarly, the BMR Guidelines require that the affordable units be ready for final inspection at approximately the same time as the market rate units. TSO requests a concession to this Municipal Code and BMR Guideline requirement because the affordable townhome units may not be constructed concurrently with the market rate townhomes due to TSO’s partnership with HGSF. TSO and HGSF have different construction practices that lead to potentially different delivery timelines. Specifically, HGSF relies on (i) a volunteer labor and “sweat equity” model whereby the future owners of homes provide some labor and (ii) donated goods and materials. Both volunteer labor and donated materials result in cost savings for affordable housing but lead to a less predictable timeline than traditional construction methods and procurement practices.

This past spring, the City asked TSO to provide a connection between the construction of the market-rate townhomes and the HGSF Project and a guarantee that HGSF will complete its project. In response, TSO provided the following timeline and assurances for the HGSF Project:

- HGSF is required to submit a building permit application(s) for the 18 affordable townhomes within 6 months of the building permit submittal for the first market rate townhome.
 - If HGSF fails to pull building permits within 6 months after the City issues the first building permit for the market-rate townhomes then some of the proposed 18 affordable townhomes would become market rate townhomes and some of the market rate townhome units would convert to affordable units, such that a total of 15 percent of the townhomes would be affordable (i.e., a door-by-door approach).

Under this approach, the Project would require only one waiver for the minimum common open space dimension. Specifically, City Municipal Code section 16.45.120(4)(C)(iii) requires a parcel with 10 to 50 units to provide a minimum of 400 square feet of common open space, with minimum dimension of 20 feet. Lot C includes 400 square feet of common open space, but its dimensions are 10 feet by 40 feet rather than 20 feet by 20 feet. A waiver is required because the Project cannot fit the units as designed at the density allowed and provide a common open space on Lot C that is 20 feet wide. To provide another 10 feet of open space, the Project would need to have fewer units.

- HGSF will have 24 months after the issuance of the building permit for the HGSF Project to complete the 18 affordable townhomes.
 - HGSF will provide a milestone schedule at the start of construction that is consistent with completion within 24 months of pulling their building permit. HGSF will have regular check-ins with housing staff throughout the construction process, and larger bi-annual meetings that would include all stakeholders as determined by the City staff to discuss their progress. HGSF will provide construction schedule updates in the bi-annual meetings with City stakeholders.
- If HGSF starts construction and does not complete it within 24 months, City staff has two options: (1) allow HGSF to complete construction and require a bond to cover the costs to complete the construction, including additional project management and administrative costs, or (2) allow HGSF to complete the construction without requiring a bond.

Waivers¹

The waivers requested below are needed to either allow the Project to physically fit on the Property as designed and at the density allowed or to facilitate the “different timing” incentive that allows the HGSF Project to be constructed by HGSF with volunteer labor and donated goods.

Waiver 1: Equal Design. Municipal Code section 16.97.100 requires that the affordable units to “be of equal design and quality as the market rate units.” Section 5.2 of the BMR Guidelines clarifies that the “design and materials used in construction of BMR units shall be of a quality comparable to other new units constructed in the development but need not be of luxury quality.”

TSO and HGSF request a waiver to Municipal Code 16.97.100 and BMR Guidelines section 5.2 to allow the affordable townhomes to differ from the market-rate townhomes. The differences are that compared with the market-rate units, the affordable townhomes will have: (i) smaller average unit size, resulting in different interior layouts with fewer bathrooms, smaller living rooms, and more bedrooms than a similar sized market-rate townhome; (ii) less parking; (iii) smaller windows; (iv) different exterior finishes and massing, including different roof lines, (v) fewer balconies and balconies located in different locations; and (vi) different interior finishes, lighting, and appliances.

Regarding the differences in overall size, layout, bathrooms, living rooms, bedrooms, and parking spaces, these differences allow the Project to fit on the Property as designed and at the density allowed. Making the townhomes larger would allow more bathrooms, larger living

¹ TSO reserves its right to request future waivers at any time if needed.

rooms, fewer bedrooms per square foot, and more parking, but doing so would decrease open space or necessitate another change, such as a loss of a unit.

Regarding the differences in window size, massing inclusive of rooflines, and balconies, these differences result in a product that is easier to construct than the market-rate townhomes. Providing an easy to construct product supports the concession above for separate timing, which is predicated in part by HGSF's use of volunteer labor.

Regarding the differences in exterior and interior finishes, including appliances, these differences allow HGSF to use donated materials, thereby supporting the concession above for separate timing, which is predicated in part by HGSF's use of donated materials.

Waiver 2: Common Open Space. Municipal Code section 16.45.120(4)(C)(iii) requires a parcel with 10 to 50 units to provide a minimum of 400 square feet of common open space, with minimum dimension of 20 feet. The Lot C includes 400 square feet of common open space, but its dimensions are 10 feet by 40 feet rather than 20 feet by 20 feet. Accordingly, TSO and HGSF request a waiver to reduce the 20-foot minimum dimension to 10 feet on this lot. The Project cannot fit the affordable townhome units as designed at the density allowed and provide a common open space on Lot C that is 20 feet wide. To provide another 10 feet of open space, the Project would need to have fewer units and different parcel lines.

Waiver 3: Commercial Parking. The Federal Emergency Management Agency ("FEMA") will suspend processing two types of flood map revision requests in 38 California counties starting July 1, 2023, making it impossible to obtain Letters of Map Revision Based on Fill (LOMR-F) and Conditional Letters of Map Revision Based on Fill (CLOMR-F) in the City. ([FEMA Press Release](#) (May 24, 2023).) FEMA's decision would have made it difficult to proceed with the Project as originally designed. Accordingly, TSO modified the Project to include 2,000 square feet of commercial space on the ground floor of the apartment building.

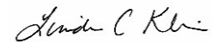
Municipal Code section 16.45.080 requires at least four or five automobile parking spaces and two bicycle parking space for a 2,000 square-foot commercial space. TSO requests a waiver to provide zero dedicated automobile parking spaces for the commercial space. While there are six parking spaces available to patrons of the commercial space, those spaces are designed to be shared with visitors to the apartments. Absent the commercial parking waiver, the Project would need a larger parking garage, which could be created only by reducing the proposed residential density.

* * *

Please let me know if you have questions about the Project. We look forward to our City hearings and bringing much needed housing to the region.

Sincerely,

Cox, Castle & Nicholson LLP



Linda C. Klein

Cc: Eric Phillips, City Attorney
Maureen Sedonaen, Habitat for Humanity Greater San Francisco
Constanza Asfura-Heim, Habitat for Humanity Greater San Francisco
Peter Tsai, The Sobrato Organization
Christina Burke, The Sobrato Organization

Attachment B – Proposal for Reasonably Equivalent Alternatives
Pursuant to BMR Guidelines Section 13



October 28, 2022

Ms. Payal Bhagat
City of Menlo Park
Planning Division
701 Laurel Street
Menlo Park, CA 94025

RE: Proposal for reasonably equivalent alternatives to the BMR Guidelines under Section 13

Dear Payal Bhagat,

Habitat for Humanity Greater San Francisco (“HGSF”) would like to propose reasonably equivalent alternatives to a few BMR guidelines included in Resolution 6708 - BMR Guidelines, approved March 2022. Our proposed alternatives have been developed by HGSF for the project applicant, The Sobrato Organization (“TSO”), and in coordination with the last submitted request under the State Density Bonus Law.

HGSF’s proven model includes an ongoing partnership with future homeowners and our high touch approach prepares families for the responsibility and opportunity of being a first-time homeowner. Our sweat equity program, which includes 500 hours of sweat equity for all households, is designed to provide meaningful interaction among families, affiliate representatives, and Habitat volunteers.

HGSF strives to make affordable homeownership and our sweat equity program available to all income qualified applicants regardless of age and physical ability. In order to ensure the equality of our sweat equity program, we make accommodations for the elderly and people with limited physical mobility. To accomplish this, we allow friends and family to contribute sweat equity hours to families, and we also provide customized opportunities for people based on their individual needs. For example, we offer accommodations such as counting administrative tasks such as Spanish translations, phone calls, and attending educational classes in home repair, public speaking, and leadership development towards the sweat equity requirement. HGSF makes reasonable accommodations and will ensure the success of all homeowners through customization and accommodations for their needs.

HGSF accepts the BMR Guidelines and requests only minor amendments to help facilitate HGSF’s proven affordable homeownership program and enable an effective partnership between the City of Menlo Park, TSO, and HGSF. This letter identifies those minor modification requests, and as always, HGSF is open to meeting with City staff to walk through this request and continue collaborating on this request and other beneficial approaches.

The project:

Proposal for construction of 316 apartment units (56 deed-restricted low-income affordable units) including 116 townhomes (18 deed-restricted low-income townhomes financed and constructed by HGSF), as the project commonly referred to as 123 Independence (“Project”) located at 119 Independence Drive, 123-125 Independence

Drive, 127 Independence Drive, 1205 Chrysler Drive, and 130 Constitution Drive in the City of Menlo Park.

The Project's deed-restricted apartments would comply with all City standards, and this proposal relates specifically to the 18 deed-restricted townhomes.

1. City of Menlo Park Below Market Rate Guidelines - Section 13

The BMR Guidelines set the framework for how affordable housing will be created within the City of Menlo Park. Within Section 13 of these guidelines, the City allows reasonably equivalent alternatives to be proposed to and approved by City Council. Section 13 states:

Nothing set forth herein shall preclude the City from approving reasonably equivalent alternatives to these BMR Guidelines, including, but not limited to, in lieu fees, land dedication, off-site construction or acquisition and rehabilitation of units. Additionally, the City reserves the right to approve reasonably equivalent alternatives to the characteristics of the proposed BMR units and the affordability mix. Any modifications to these Guidelines shall be approved by the City Council and shall contain findings that the alternative is commensurate with the applicable requirement(s) in the BMR Guidelines and is consistent with the goals of the BMR Guidelines.

Modification of the BMR Guidelines will result in identifiable efficiencies in the ability of HGSF to apply its model to the benefit of affordable housing delivery.

The reasonably equivalent alternatives are proposed in such a way that, should the City Council accept them, they are commensurate with the intent and purpose of the BMR Guidelines. The narrative evaluation provides evidence for the findings to be made.

2. The Project's Reasonably Equivalent Alternative Requests

HGSF has a unique and tested method of financing and constructing 100% affordable homeownership projects and the reasonable equivalent alternatives are needed to facilitate the established and successful process that allows HGSF, as the affordable housing developer, to develop the townhomes in the most efficient and cost-effective manner.

BMR Guidelines section 5.5: *requires that affordable units have a right of first refusal in favor of the City.*

HGSF requests the right of first refusal, with the City in second position. HGSF uses the right of first refusal to resell properties to second generation affordable homeowners

and maintains a 99-year deed restriction on all homes sold. Also, by granting HGSF the right of first refusal, the City would be allowing HGSF to maintain its unique and time-tested approach to marketing, homebuyer engagement, and home sales for any future resale. This guideline is in place to ensure that affordable homes continue to be part of the Menlo Park affordable housing stock. Since HGSF guarantees the resale of the properties to a second generation of affordable homeowners and a 99-year deed restriction on the properties resold, granting HGSF this request meets the intent and purpose of this guideline to ensure affordable housing remains affordable.

BMR Guidelines section 7.1: requires “[a]ll members of the applicant household to be first time homebuyers.”

Given our current guidelines, HGSF requests the city allow only those on title be required to be first-time homebuyers.

HGSF’s households are made up of multigenerational individuals, often, seniors who may need to live with their adult children or adult children in need of temporary and/or part-time residence. These seniors and adult children may have been prior homebuyers. By requiring first-time homeownership only for the title holders, the ability to have more inclusive, diverse, and multigenerational households can be achieved. The intent of this guideline is to prevent current homeowners from acquiring secondary properties. Through HGSF’s thorough application and vetting process, such a scenario will not occur.

BMR Guidelines section 7.1.1: makes an exception to the first-time homebuyer preference for households that already own BMR units.

HGSF requests that the City waive this exception. Given the extreme scarcity of affordable homeownership opportunities in Menlo Park and surrounding region, HGSF seeks to provide homeownership opportunities to buyers who do not already own homes.

BMR Guidelines section 7.2: states, “Only households that have completed the education requirement will be invited to apply when units become available” and provides detailed requirements about the education provider and content of such programs.

HGSF requires homeownership education during the “sweat equity” phase of its homebuyer process, which follows the application period and the initial selection of homebuyer candidates and takes place as part of the 500-hour sweat equity requirement that occurs during unit construction. For this reason, HGSF must identify households for its units before the units are available.

HGSF is comfortable establishing a requirement that interested applicants attend a 90-minute information session prior to applying, where information on homeownership and program requirements are thoroughly reviewed. In sum, although HGSF invites applicants to apply prior to the full completion of their education and before units become available, HGSF’s education model accomplishes the same purpose as BMR

Guideline section 7.2, which is to ensure potential new homeowners are prepared for ownership, and the alteration in timing is necessary for HGSF's sweat equity model.

BMR Guidelines section 7.4: provides a list of assets and how they count towards income limits for the purchasers of affordable units.

HGSF requests an alternative to section 7.4 which only qualifies households having non-retirement assets that do not exceed the purchase price of the BMR units. Instead, HGSF asset test requires liquid assets over \$60k to be assessed at 10% of their value and added to annual income. This approach factors in larger substantial savings as part of the household annual income, which helps to ensure lower income households are served and sets reasonable conditions that allow as many potential homebuyers as possible to qualify. This alternative accomplishes the purpose of BMR Guideline section 7.4, which is to provide BMR units only to those households that truly need them, equally as well by allowing households with lower incomes to count a small percent of other assets to show that they qualify for an affordable home.

BMR Guidelines section 10.2 discusses refinancing options.

HGSF does not allow homeowners to refinance homes or assume second loans. To ensure affordability, HGSF offers mortgages to first-time homebuyers with 0% down payment and 0% interest loans and caps homeowners' total housing payment at 30% of their gross household income at the time of sale. Refinancing is not part of the HGSF process because the property value is shared between the homeowner, who receives their principle plus CPI adjustment at the time of a resale, and HGSF who uses any realized capital appreciation to build more affordable homes. Allowing second mortgages also jeopardizes affordability and increases foreclosure risk. Accordingly, not allowing refinancing provides an equivalent means of accomplishing the BMR Guidelines purpose of protecting low-income homeowners from predatory lending practices and foreclosure.

BMR Guidelines section 11 sets forth a detailed process for the resale of affordable units, including how the sales price will be set and that the City will retain the realtor for the sale.

We request the city allow HGSF to use its standard process for calculating the resale price of the home during the second-generation sale and our process for the actual sale of the home. HGSF sets the resale price at the time of the first-generation sale and the price is based on the original price plus appreciation (HGSF caps the resale price appreciation at the lower of CPI or 3%). HGSF construction staff rehabilitates the repurchased home at the same time as a second affordable homebuyer is identified. HGSF repeats the steps normally performed during an application cycle to find a qualified buyer, including marketing and outreach, performing a lottery, determining eligibility and ultimately selection a qualified household. Please note that in the case of a previously owned home, buyers are only required to perform 250 hours of sweat equity (versus the 500 required for new constructions). HGSF's model accomplishes the

goal of BMR Guidelines section 11, which is to ensure that homes remain affordable upon resale and are sold to qualified low-income households with an affordable mortgage.

3. HGSF as the City's Designee and Program Provider for Education, Marketing, Applicant Selection, and Title

Several of the City's BMR Guidelines allow the City to choose a designee or program provider to undertake certain actions. For example, BMR Guidelines section 9.1.8 states, "[c]ontact is established between the City or its designee and the developer's representative to work out a schedule and convenient strategy for advertisements, if needed, when the units will be open for viewing, and for when the interested applicants may obtain detailed information about the units." Similarly, BMR Guidelines section 9.1.11 states, "[t]he City or the City's BMR Housing Program provider holds an application orientation meeting(s)." In addition, BMR Guidelines section 9.1.13: states, "[w]hen the application period closes, the City or its designee reviews the completed applications. The complete, eligible, qualifying applications are ranked according to legacy list order and/or lottery ranking." And BMR Guidelines section 9.1.15 states, "[t]he City of Menlo Park or its designee submits to the title insurance company the Grant Deed, BMR Agreement and Deed Restrictions, and Request for Notice to be recorded with the deed to the property."

HGSF understands that the City is amenable to selecting HGSF as its designee and program provider to assist with the orientation and other educational meetings, marketing, applicant selection, and title requirements. In a meeting with City staff on October 17, 2022, the City stated that no modifications are needed to these guidelines, but recommended we provide the City with an explanation of HGSF's education, marketing, and selection strategies. Below, we provide a summary of how HGSF would handle these important tasks as the City's designee and program provider and affirm our commitment to working with the City on these items to accomplish the purposes of the BMR Guidelines.

Regarding orientation and other educational meetings, HGSF has a clear and effective curriculum for these sessions. HGSF's staff are trained and prepared to both provide content and manage the extensive Q&A process. HGSF uses a culturally relevant approach in the design and delivery of these sessions and ensures that translation is available and/or separate sessions are provided to non-English speaking attendees.

Regarding marketing, HGSF will develop marketing strategies in collaboration with City staff. A fundamental component of HGSF's self-help housing model is sweat equity. All homeowner candidate households complete 500 hours of sweat equity, primarily through the labor they contribute to the construction of their own homes.¹ We intentionally initiate marketing several months before homes are fully constructed so that the candidates who are selected are directly involved in building their homes. The sweat equity provides homeowners an opportunity to invest in their community and directly contribute to the building and development of their homes. At the same time, HGSF will provide interested applicants with information on the units

¹ HGSF values diversity and inclusion. To accommodate the varying needs and abilities of potential homeowners, HGSF allows applicants' family members and community to help fulfill sweat equity requirements.

during information sessions. HGSF develops a marketing plan that takes into consideration affirmative fair housing marketing practices, funder requirements, and the target audience(s) for our affordable homeownership program. HGSF would ask that the City approve any marketing plan before launching outreach and marketing. Our marketing plan includes identifying target market(s), building information, buyer qualifications, marketing strategy, marketing activities, assessment, advertising deliverables, and timeline. Marketing traditionally starts 1.5 years prior to home sales.

Regarding applicant selection, HGSF, as the City's designee, would manage the process of reviewing applications for initial eligibility and the use a lottery to select candidates for underwriting and selection by rank order. This process would include accommodating the City's preference for identifying applicants from its legacy list. HGSF welcomes the opportunity to develop preference qualifying strategies in collaboration with City staff, as it has done before with many other Bay Area cities. Regarding loan documents and title, HGSF would review all loan documents with the buyers prior to closing, answering any questions that borrowers may have. HGSF has a longstanding relationship with a title company who understands its model and is able to work with buyers in an efficient and thoughtful manner.

* * *

Please do not hesitate to contact me if you have questions about HGSF's reasonably equivalent alternatives requests or HGSF's qualifications to be the City's designee and program provider. We look forward to continuing to work with the City to bring much needed affordable housing to the area.

If additional information is needed or you have questions, please contact me directly at:

t: **415-625-1001**; or
e: msedonaen@habitatgsf.org.

Sincerely



Maureen Sedonaen
Chief Executive Officer
Habitat for Humanity Greater San Francisco

CC:
Christina Burke, The Sobrato Organization
Peter Tsai, The Sobrato Organization
Linda Klein, Esq.

Attachment C – Exterior Rendering Comparison



AFFORDABLE 6-PLEX FRONT ELEVATION



MARKET RATE TYPE A 6-PLEX FRONT ELEVATION



MARKET RATE TYPE B 6-PLEX FRONT ELEVATION

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 HOUSING AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

(123 Independence Drive Project)

This **BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS** (“**Agreement**”) is entered into as of _____, 2023 (“**Effective Date**”), by and between the City of Menlo Park, a California municipal corporation (“**City**”), and SI 60, LLC, a California limited liability company (“**Owner**”). City and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties**” in this Agreement.

RECITALS

A. Owner is the owner of that certain real property located at 119, 123, 125, and 127 Independence Drive (APNs 055-236-180, 055-236-140, and 055-236-240), 1205 Chrysler Drive (APN 055-236-300), and 130 Constitution Drive (APN 055-236-280), in the City of Menlo Park, California (“**Project Site**”). A parcel to be created at the approximate location commonly known as 130 Constitution Drive (“**Property**”) as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, is the parcel subject to the Agreement.

B. Owner applied to demolish existing office and industrial buildings, totaling approximately 103,983 square feet, and to redevelop the site with a new multifamily residential project with 316 rental units (“**Apartment Project**”), 116 for sale townhome units, and associated open space, circulation, parking and infrastructure improvements (collectively, the “**Project**”).

C. 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 fifteen percent (15%) of the total number of units in the Project as affordable to below market rate (“**BMR**”) households. To satisfy the requirements of the BMR Ordinance and Guidelines, Owner has proposed (the “**BMR Proposal**”) to provide BMR units as follows: fifty-six (56) rental units to BMR households (“**BMR Rental Units**” or “**BMR Units**”) (the BMR Rental Units are comprised of 48 units provided to satisfy the BMR Ordinance requirements and eight (8) units provided as a community amenity in exchange for increased density on the Property) and eighteen (18) for-sale units to BMR households (“**BMR**”).

For-Sale Units”) for a total of seventy-four (74) BMR Units. The Agreement addresses only the BMR Rental Units. The BMR For-Sale Units are addressed in a separate agreement.

D. On _____, 2023, after a duly noticed public hearing, the Housing Commission recommended approval the BMR Proposal with seventy-four (74) low income units (“**Low Income Units**”). The initial allocation of BMR Rental Units across the Apartment Project is more particularly described on Exhibit B, attached hereto and incorporated herein by this reference.

E. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission, the Planning Commission certified the environmental impact report approved a conditional use permit, architectural control, form affordable housing agreements, and incentives/concessions and waivers in accordance with State Density Bonus Law (Government Code section 65915) and recommended that the City Council approve a Vesting Tentative Map and the BMR Proposal for the Project. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission and the Planning Commission, the City Council approved a Vesting Tentative Map and the BMR Proposal for the Project. The Planning Commission and City Council actions are collectively the “**Project Approvals**.”

F. The Project Approvals require the Owner to provide BMR Rental Units in accordance the BMR Proposal. In accordance with the BMR Ordinance and Guidelines and State Density Bonus Law (Government Code section 65915), Owner is required to execute and record an approved BMR Housing Agreement for the BMR Rental Units as a condition precedent to the issuance of a building permit for the Apartment Project. This Agreement is intended to satisfy that requirement.

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

1. CONSTRUCTION OF THE APARTMENT PROJECT.

1.1 Construction of the Apartment Project. Owner agrees to construct the Apartment Project in accordance with the Menlo Park Municipal Code and all other applicable state and local building codes, development standards, ordinances and zoning ordinances.

1.2 City and Other Governmental Permits. Before commencement of the Apartment Project, 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; City staff will, without incurring liability or expense therefore, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the Menlo Park Municipal Code, and all other applicable laws and regulations.

1.3 Compliance with Laws. Owner shall carry out the design, construction and operation of the Apartment 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 Menlo Park Municipal Code, and **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 THE BMR UNITS

2.1 Affordability Period. The Property, provided that the Apartment Project remains on the Property, shall be subject to the requirements of this Agreement from the date that the City issues a final certificate occupancy for the Apartment Project until the 55th anniversary of such date. The duration of this requirement shall be known as the “**Affordability Period.**”

2.2 Maintenance. Owner shall comply with every condition of the Project Approvals applicable to the Project and shall, at all times, maintain the Apartment Project and the Property in good repair and working order, reasonable wear and tear excepted, and in a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals, and replacements to keep the Apartment Project and the Property in a good, clean, safe, and sanitary condition.

2.3 Monitoring and Recordkeeping. Throughout the Affordability Period, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Guidelines, attached as Exhibit [], or, at the Owner’s election, applicable recordkeeping and monitoring requirements in updated 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 48-hour prior written notice, which can be provided via email, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the BMR Rental 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. Owner agrees to maintain records in businesslike manner, and to maintain such records for Affordability Period.

2.4 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 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 of 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 Project, 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).

2.5 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 Apartment 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.

3. AFFORDABILITY REQUIREMENTS.

3.1 BMR Rental Units. Owner agrees to make available, restrict occupancy to, and lease not less than fifty-six (56) BMR Rental Units, all of which will be Low Income Units, to Qualifying Households, as hereinafter defined, at an affordable rent, pursuant to the terms set forth below. The BMR Rental Units shall be of a quality comparable to all of the other rental units in the Project. The BMR Rental Units shall be initially distributed as set forth in Exhibit C, attached hereto and incorporated herein by this reference. Thereafter, the location of the individual BMR Rental Units may float to account for the next available unit requirement set forth below and as otherwise necessary for the professional maintenance and operation of the Project provided that the distribution of BMR Rental Units are equitably disbursed throughout the Project and the City's Director of Community Development ("**Director**") or the Director's designee shall be notified of any change or relocation of BMR Rental Units by Owner.

3.2 Qualifying Households. For purposes of this Agreement, "**Qualifying Households**" shall mean those households with incomes as follows:

- a. **“Low Income Unit”**: 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, 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. the Owner shall notify the Tenant that the Tenant is no longer eligible for the Low Income Unit and the Tenant’s rent will be increased to a market rate rent upon the later of sixty (90) days’ notice or the renewal of the Tenant’s lease. The City may grant an extension of the date to vacate if the City or its designee makes a finding there are unique circumstances and the ninety (90) day notice to vacate creates a substantial hardship for the household. The Owner shall either make the next available 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.

3.3 Income Verification and Annual Report. On or before July 1 of each year, commencing with the calendar year that the first residential unit in the Project is rented to a tenant, and annually thereafter, Owner shall obtain from each household occupying a BMR Rental Unit and submit to the City an income computation and certification form, completed by a tenant of such unit, which shall certify that the income of each Qualifying Household is truthfully set forth in the income certification form, in the form proposed by the Owner and approved by the Director or the Director’s designee (“**Annual Report**”). Owner shall make a good faith effort to verify that each household leasing a BMR Rental Unit meets the income and eligibility restrictions for the BMR Rental Unit by taking by taking the following steps as a part of the verification process: (a) obtain a minimum of the three (3) most current pay stubs for all adults age eighteen (18) or older; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain the three (3) most current savings and checking account bank statements; (e) obtain an income verification form from the applicant's current employer; (f) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (g) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be available to the City upon request. The Annual Report shall, at a minimum, include the following information for each BMR Rental Unit: unit number, number of bedrooms, current rent and other charges, number of people residing in the unit, total household Gross Income, and lease commencement and termination dates. The Report shall also provide a statement of the owner’s management policies, communications with the tenants and maintenance of the BMR Rental Unit, including a statement of planned repairs to be made and the dates for the repairs. Finally, the Annual Report shall include a list of any BMR

Rental Units that were vacant at any point during the reporting period, the date that the BMR Rental Unit was vacated, and the date that the BMR Rental Unit was occupied by a new Qualifying Tenant.

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

- a. **“Low Income Household”:** shall be 1/12th of 30 percent of not to exceed 80 percent of the 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, 2 persons for a one-bedroom unit, 3 persons for a two-bedroom unit and 4 persons for a three-bedroom unit, unless otherwise approved by the Director or the Director’s designee 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 (a) use and occupancy of each BMR Rental Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by 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 Owner, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or internet service, which reasonable allowance for utilities is set forth in the County of San Mateo’s Utility Allowance Schedule for detached homes, apartments, condominiums and duplexes, 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. Pursuant to the Guidelines, in no case shall the Monthly Rent for a BMR Rental Unit exceed 75 percent of comparable market rate rents. The City may request data regarding the three most recent market rate rentals within the Project to verify comparable market rate rents.

3.5 Agreement to Limitation on Rents. As described in Recital E above, Owner is developing at the bonus level of development and receiving assistance under State Density Bonus Law, as authorized by Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code. Sections 1954.52(b) and 1954.53(a)(2) of the Costa-Hawkins Act provide that, where a developer has received such assistance, certain provisions of the Costa-Hawkins Act do not apply if a developer has so agreed by contract. Owner hereby agrees to limit Monthly Rent as provided in this Agreement in consideration of Owner’s receipt of the assistance and further agrees that any limitations on Monthly Rents imposed on the BMR Rental Units are in conformance with the Costa- Hawkins Act. Owner further warrants and covenants that the terms of this Agreement are fully enforceable.

3.6 Lease Requirements. No later than 180 days prior to the initial lease up of the BMR Rental Units, Owner shall submit a standard lease form to the City for approval by the Director or the Director’s 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. The City's failure to respond to Owner's request for approval of the standard lease form within thirty (30) business days of City's receipt of such lease, shall be

deemed City's approval of such lease form. Owner shall enter into a written lease, in the form approved by the City, with each new tenant of a BMR Rental Unit prior to a tenant or tenant household's occupancy of a BMR Rental Unit. Each lease shall be 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, local, state and Federal laws.

3.7 Selection of Tenants. Each BMR Rental Unit shall be leased to tenant(s) selected by 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, or meet at least one of the other preferences identified in the most recently adopted Guidelines. The City's BMR Administrator, on behalf of the City will provide to Owner the names of persons who have expressed interest in renting BMR Rental Units for the purposes of adding such interested persons to Owner's waiting list, to be processed in accordance with Owner's customary policies. 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.

3.8 BMR Proposal and Density Bonus Law Approval. The Project Approvals include approved incentives/concessions and waivers under the State Density Bonus Law, attached hereto as Exhibit [X]. This Agreement shall be subject to and interpreted to be consistent with the approved incentives/concessions and waivers granted pursuant to the State Density Bonus Law.

4. DEFAULT AND REMEDIES

4.1 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 Owner without the Owner curing such breach, or if such breach cannot reasonably be cured within such 30 day period, commencing the cure of such breach within such 30 day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Section 4 of this Agreement, the specific provision shall control.

4.2 Remedies. The occurrence of any Event of Default under Section 4.1 shall give the City the right to proceed with an action in equity to require the Owner 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.

4.3 Obligations Personal to Owner. The liability of Owner under this Agreement to any person or entity is limited to 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 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 Owner's obligations under this

Agreement), shall be rendered against Owner, the assets of Owner (other than 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 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 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 the Owner hereunder during its period of ownership of the Project.

4.4 Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within 30 days of the commencement of the cause.

4.5 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. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

4.6 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.

4.7 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.

4.8 Non-Liability of City Officials and Employees. No member, official, employee or agent of the City shall be personally liable to 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 for any amount which

may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

4.9 Cure Rights. Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by Owner's mortgage lender, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner.

5. GENERAL PROVISIONS

5.1 Below Market Rate Guidelines ("Guidelines"). This Agreement incorporates by reference the Guidelines as of the date of the Owner submitted a complete Preliminary Application pursuant to Government Code section 65941.1 and, at the election of the Owner, any successor sections as the Guidelines may be amended from time to time. In the event of any conflict or ambiguity between this Agreement, the requirements of state and federal fair housing laws and the Guidelines, the terms and conditions of this Agreement and the requirements of state and federal fair housing laws shall control.

5.2 Time. Time is of the essence in this Agreement.

5.3 Notices. Unless otherwise indicated in this Agreement, any notice requirement set forth herein shall be deemed to be satisfied three 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: The Sobrato Organization
599 Castro Street, Suite 400
Mountain View, CA 94041
Attention: Peter Tsai
Email: ptsai@sobrato.com

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

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

5.4 Successors and Assigns. This Agreement constitutes a covenant and legal restriction on the Property and shall run with the land, provided the Project remains on the Property, and all of the terms, covenants and conditions of this Agreement shall be binding upon Owner and the permitted successors and assigns of Owner.

5.5 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 and moderate incomes as required by the Guidelines. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

5.6 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.

5.7 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.

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

5.9 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 shall not be unreasonably withheld 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.

5.10 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, and any other liability whatsoever, 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 6.10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 6.10 shall survive the expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period.

5.11 Insurance Coverage. Throughout the Affordability Period, Owner shall comply with the insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by this reference, and shall, at Owner’s expense, maintain in full force and effect insurance coverage as specified in Exhibit D.

5.12 Transfer and Encumbrance.

5.12.1 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 (other than a lease of a BMR Rental Unit on an approved form under Section 3.6 hereof to a qualified tenant as described in Section 3.7 hereof) (collectively, “**Transfer**”) of the whole or any part of any BMR Rental Unit, 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, which shall not be unreasonably withheld. 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.

5.12.2 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; (ii) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Project 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; or (iii) transfers between entities owned or controlled by the Sobrato Organization.

5.12.3 Requirements for Proposed Transfers. The City may, in the exercise of its discretion, not to be unreasonably withheld, consent to a proposed Transfer of this Agreement and/or a BMR Rental Unit if all of the following requirements are met (provided however, the requirements of this Section 5.12.3 shall not apply to Transfers described in clauses (i), (ii), or (iii) of Section 5.12.2.

(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 Rental Unit 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 Deputy Director unless the Deputy Director, in his or her discretion, refers the matter of approval to the City Council. 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.

5.13 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of any BMR Rental Unit shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. This Section 5.12 shall not apply to Transfers described in clauses (i) and (ii) of Section 5.12.2.

5.14 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 effectuate 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.

SIGNATURES ON FOLLOWING PAGE(S).

OWNER:

[Sobrato SPE], a California limited liability company

By: _____

Its:

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____

City Manager

ATTEST:

By: _____
City Clerk

List of Exhibits:

- Exhibit A: Property Description
- Exhibit B: Allocation of the BMR Units
- Exhibit C: BMR Unit Locations
- Exhibit D: Insurance Requirements
- Exhibit E: State Density Bonus Law Request Approval

Exhibit A
Property Description

Exhibit B
Allocation of BMR Units in the Project

BMR Rental Units	Low
Studio apartment	16
1 bedroom apartment	33
2 bedroom apartment	7
Total - BMR Rental Units	56

Exhibit C
BMR Unit Locations

Exhibit D Insurance Requirements

Prior to initiating work on the Project and continuing throughout the Affordability Period, 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 Project, 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 Project, 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 Project 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 Indemnites. 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 Project 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 Project with deductible, if any, in an amount acceptable to City, and as commercially available.

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. Subcontractors may maintain Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$1,000,000 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. Subcontractors are required to carry coverage if their scope of work includes design services to the Project.

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 Project, 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.

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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 HOUSING AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

(123 Independence Drive Project - Ownership)

This **BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS** (“**Agreement**”) is entered into as of _____, 2023 (“**Effective Date**”), by and between the City of Menlo Park, a California municipal corporation (“**City**”) and Habitat for Humanity Greater San Francisco Inc., a California nonprofit public benefit corporation (“**Developer**”). The City and the Developer are collectively referred to herein as the “**Parties**.”

RECITALS

A. Developer is the owner of that certain real property at the approximate location commonly known as [need to describe] in the City of Menlo Park, California and as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, is the parcel subject to the Agreement (the “**Property**”).

B. Developer intends to construct a residential condominium project on the Property that will consist of 18 for-sale dwelling units together with parking and related improvements (collectively, the “**Project**”). The Project is part of a larger, mixed-income housing development project commonly known as the 123 Independence Drive Project (“**123 Independence Project**”).

C. 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 a developer to provide fifteen percent (15%) of the total number of units in a project as affordable to below market rate (“**BMR**”) households. To satisfy the requirements of the BMR Ordinance and Guidelines, the project sponsor of the 123 Independence Project has proposed (the “**BMR Proposal**”) to provide BMR units as follows: fifty-six (56) rental units to BMR households (“**BMR Rental Units**”) and eighteen (18) for-sale units to BMR households (“**BMR For-Sale Units**”) and together with BMR Rental Units, “**BMR Units**”) for a total of seventy-four (74) BMR Units. The Agreement addresses only the BMR For-Sale Units. The BMR Rental Units are addressed in a separate agreement.

D. On _____, 2023, after a duly noticed public hearing, the Housing Commission recommended approval of the BMR Proposal, including eighteen (18) low-income for-sale units, the BMR For-Sale Units.

E. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission, the Planning Commission certified the environmental impact report approved a conditional use permit, architectural control, form affordable housing agreements, and incentives/concessions and waivers in accordance with State Density Bonus Law (Government Code section 65915) and recommended that the City Council approve a Vesting Tentative Map and the BMR Proposal for the Project. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission and the Planning Commission, the City Council approved a Vesting Tentative Map and the BMR Proposal for the Project. The Planning Commission and City Council actions are collectively the “**Project Approvals.**”

F. The Project Approvals require the Developer to provide the BMR For-Sale Units in accordance with the BMR Proposal. In accordance with the BMR Ordinance and Guidelines and State Density Bonus Law (Government Code section 65915), Developer is required to execute and record an approved BMR Housing Agreement for the BMR For-Sale Units as a condition precedent to the issuance of a building permit for the Project. This Agreement is intended to satisfy that requirement.

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

1. Definitions. The following terms have the meanings set forth in this Section wherever used in this Agreement or the attached exhibits.

“**Actual Household Size**” means the actual number of persons in the applicable household.

“**Affordable Housing Cost**” means a monthly obligation to pay mortgage payments (principal and interest), property taxes, property insurance, mortgage insurance (if required by mortgage lender), utilities, and homeowners’ association dues (if applicable) in an aggregate amount not greater than one-twelfth of thirty percent (30%) of household Gross Income. For the purpose of calculating Affordable Housing Cost, mortgage payments that the homeowner is required to pay on a current basis are included, but “silent” mortgages that do not require payment of principal and interest are excluded.

“**Affordable Sales Price**” means the maximum sales price for a BMR For-Sale Unit as determined pursuant to Section 2.4 below that will result in an Affordable Housing Cost for the homebuyer.

“**Applicable Rules and Regulations**” means the City, State of California, and federal rules and regulations applicable to the Project, including, but not limited to local, State of California, and federal fair housing laws and regulations.

"**Area Median Income**" or "**AMI**" means the median income for San Mateo County, California, adjusted for Actual Household Size as determined by the U.S. Department of Housing and Urban Development (HUD) pursuant to Section 8 of the United States Housing Act of 1937 and as published from time to time by the State of California Department of Housing and Community Development (HCD) in Section 6932 of Title 25 of the California Code of Regulations or successor provision.

"**BMR For-Sale Units**" is defined in Recital C.

"**City**" means the City of Menlo Park, a California municipal corporation.

"**Claims**" means liabilities, losses, costs, expenses (including without limitation reasonable attorneys' fees and costs of litigation), claims, demands, actions, suits, judicial or administrative proceedings, penalties, deficiencies, fines, orders, and damages.

"**Developer**" is defined in the preamble to this Agreement.

"**Eligible Household**" means a Low Income Household.

"**Event of Default**" is defined in Section 10.1.

"**Gross Income**" shall have the meaning set forth in Section 6914 of Title 25 of the California Code of Regulations as such section may be revised from time to time.

"**HUD**" means the U.S. Department of Housing and Urban Development.

"**Indemnitees**" means the City and its elected and appointed officers, officials, employees, agents, and representatives.

"**Low-Income Household**" means a household whose Gross Income does not exceed the qualifying limit for lower income households as established and amended from time to time by the U.S. Department of Housing and Urban Development ("**HUD**") pursuant to Section 8 of the United States Housing Act of 1937 and published by the California Department of Housing and Community Development ("**HCD**") pursuant to Section 50079.5 of the California Health and Safety Code, adjusted for Actual Household Size.

"**Official Records**" means the Official Records of the San Mateo County Clerk-Recorder.

"**Third-Party Lender**" is defined in Section 9.6.

2. Use and Affordability Restrictions. Developer hereby covenants and agrees, for itself and its successors and assigns, that throughout the term of this Agreement (as defined in Section 4.1), the BMR For-Sale Units shall be used solely for sale at Affordable Sales Prices to Eligible Households as set forth in this Agreement. Developer represents and warrants that it has not entered into any agreement that would restrict or compromise its ability to comply with the occupancy and affordability restrictions set forth in this Agreement, and Developer covenants that

it shall not enter into any agreement that is inconsistent with such restrictions without the express written consent of City.

2.1 BMR For-Sale Units. For the ninety-nine (99)-year period commencing upon the date of City's issuance of a final certificate of occupancy following completion of construction of each BMR For Sale Unit ("**Affordability Period**"), the BMR For-Sale Units shall be subject to the affordability and occupancy requirements of this Agreement. Notwithstanding anything to the contrary in the City's BMR Guidelines or this Agreement, the BMR For-Sale Units shall be operated in accordance with the Project's approved BMR Proposal, including the approved reasonably equivalent alternatives to the BMR Guidelines under Section 13, attached hereto as Exhibit D.

2.2 Occupancy as Principal Residence; No Short-term Rentals. The BMR For-Sale Units must be occupied as the principal residence of the homeowner. The homeowner disclosures must provide that the prospective purchaser acknowledges and agrees that the BMR-For Sale Unit must be occupied as the household's principal residence, and that the unit may not be subleased or made available as a short-term rental.

2.3 Non-Discrimination; Compliance with Fair Housing Laws.

2.3.1 Fair Housing. Developer shall comply with state and federal fair housing laws in the marketing and sale of the BMR For-Sale Units in the Project.

2.3.2 Non-Discrimination Covenants. Developer 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 establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, or vendees in the Property. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, 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 contracts pertaining to management of the Project, 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).

2.4 Sale of BMR For-Sale Units; Determination of Affordable Sales Price.

2.4.1 The BMR For-Sale Units may be sold only to Eligible Households and must be sold at a sales price that will result in Affordable Housing Cost to the homebuyer based on the homebuyer's household Gross Income.

2.4.2 The sale price of each BMR For-Sale Unit may not exceed the lesser of the Affordable Sales Price and the fair market value. The Affordable Sales Price calculation shall take into consideration the interest rate and down payment requirements of all financing for the applicable unit included in the Affordable Housing Cost. City and Developer agree to meet and confer in good faith if City disagrees with Developer's calculation of the Affordable Sales Price.

2.4.3 No less than 90 days prior to offering a BMR For-Sale Unit for sale, Developer shall provide the City with written notice of its calculation of the Affordable Sales Price, calculated in accordance with this Agreement, for such BMR For-Sale Unit for the City's review and approval. Within 20 days of City's receipt of Developer's calculation of Affordable Sales Price accompanied by all applicable financing information for such units, including without limitation, all financing provided by Developer and all "silent" mortgages that require no debt service payments, City shall provide Developer with its approval or rejection of the Affordable Sales Price.

3. Reporting Requirements; Records; Inspections. Throughout the Affordability Period, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in the Guidelines, attached as Exhibit [], or, at the Developer's election, applicable recordkeeping and monitoring requirements in updated Guidelines related to the initial sale of each BMR For-Sale Unit. City shall have the right to inspect the books and records of Developer and its sales agent(s) or bookkeeper upon reasonable notice during normal business hours. Representatives of the City shall be entitled, upon at least 48-hour prior written notice, which can be provided via email, to inspect the records of the Project with respect to the BMR For-Sale Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Developer agrees to maintain records in businesslike manner, and to maintain such records for Affordability Period.

4. Term of Agreement.

4.1 Term of Restrictions. This Agreement shall remain in effect until the earlier of the ninety-ninth (99th) anniversary of the Effective Date or the initial sale of all BMR For-Sale Units in accordance with the provisions of this Agreement.

4.2 Effectiveness Succeeds Conveyance of Property. This Agreement shall remain effective and fully binding for the full term hereof regardless of any sale, assignment, transfer, or conveyance of the Property or the Project or any part thereof or interest therein; provided however, that upon initial sale of each BMR For-Sale Unit and recordation of a fully executed Resale Restriction Agreement (a form of which is attached as Exhibit C hereto), such BMR For-Sale Unit shall be released from this Agreement (a form of which is attached as Exhibit D hereto), and the Developer's obligations under this Agreement with respect to each such BMR For-Sale Unit shall terminate unless otherwise provided for herein.

4.3 Reconveyance. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

5. Binding Upon Successors; Covenants to Run with the Land.

5.1 Requirements Run with the Land. Developer hereby subjects its interest in the Property and the Project to the covenants and restrictions set forth in this Agreement. The City and Developer hereby declare their express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land and shall be binding upon and inure to

the benefit of the heirs, administrators, executors, successors in interest, transferees, and assigns of Developer and City, regardless of any sale, assignment, conveyance or transfer of the Property, the Project or any part thereof or interest therein. Any successor-in-interest to Developer, including without limitation any purchaser, transferee or lessee of the Property or the Project shall be subject to all of the duties and obligations imposed hereby for the full term of this Agreement. Each and every contract, deed, ground lease or other instrument affecting or conveying the Property or the Project or any part thereof, shall conclusively be held to have been executed, delivered and accepted subject to the covenants, restrictions, duties and obligations set forth herein, regardless of whether such covenants, restrictions, duties and obligations are set forth in such contract, deed, ground lease or other instrument. If any such contract, deed, ground lease or other instrument has been executed prior to the date hereof, Developer hereby covenants to obtain and deliver to City an instrument in recordable form signed by the parties to such contract, deed, ground lease or other instrument pursuant to which such parties acknowledge and accept this Agreement and agree to be bound hereby.

5.2 Equitable Servitudes. Developer agrees for itself and for its successors that in the event that a court of competent jurisdiction determines that the covenants herein do not run with the land, such covenants shall be enforced as equitable servitudes against the Property and the Project in favor of City.

5.3 Recordation of Resale Restriction Agreement. In connection with the sale of each BMR For-Sale Unit, the homebuyer shall be required to execute a Resale Restriction Agreement, substantially in the form attached hereto as Exhibit C. The Resale Restriction Agreement must be recorded against the BMR For-Sale Units in the Project at the closing for the sale of such unit.

6. Buyer Selection; Marketing.

6.1 Use of City List of Prospective Purchasers. The City may maintain a list of potential Eligible Households. Developer agrees to include any such list in marketing the BMR For-Sale Units, and agrees to honor any priorities established by such list or otherwise specified in this Agreement to the extent consistent with State and federal laws; provided however, Developer shall retain responsibility to verify prospective purchasers' income, qualifications, and eligibility to purchase a BMR For-Sale Unit.

6.2 Preferences. Through the review and approval of the Marketing Plan, Developer shall work with City to develop a methodology that will provide a preference in the sale of BMR For-Sale Units to Income Level Eligible Households that is consistent with the Guidelines, using the approach that is set forth in Exhibit G. Notwithstanding the foregoing, in the event of a conflict between this provision and Applicable Rules and Regulations, the provisions of such Applicable Rules and Regulations shall control.

6.3 Income Verification. Prior to entering into a contractual commitment to sell each BMR For-Sale Unit, Developer shall provide a certification to City attesting to the prospective buyer's Gross Income and status as an Eligible Household. In connection with such certification, prospective purchasers shall be required to provide written certification of household income,

including without limitation such documents as income tax returns for the previous calendar year, W-2 statements, and pay stubs.

6.4 Use of Qualified Brokers and Lenders. If Developer uses a third-party broker or lender in marketing the BMR For-Sale Units, Developer agrees to use a realtor or broker that has experience in marketing below market-rate units that require homebuyers to meet income qualifications and that require recordation of resale restriction agreements limiting appreciation on future sales, and agrees to use a realtor or broker that is on the City's approved list of realtors/brokers with such experience, if City maintains such a list. In addition, Developer agrees that the purchase of BMR For-Sale Units will be financed by lenders that are familiar with affordable housing programs that impose resale price restrictions, and agrees to work with lenders listed on the City's approved list of lenders with such experience if City maintains such a list.

6.5 Marketing Plan. Not fewer than 120 days before Developer begins offering BMR For-Sale Units for sale, Developer shall provide to the City, for its review and approval, the Developer's written marketing plan which shall address Developer's plan for marketing the BMR For-Sale Units for sale to Eligible Households, which plan shall incorporate the requirements set forth in this Section 6. Upon receipt of the marketing plan, the City shall promptly review the marketing plan and shall approve or disapprove it within thirty (30) days after submission. If the marketing plan is not approved, the Developer shall submit a revised marketing plan within thirty (30) days.

7. Maintenance and Insurance.

7.1 Maintenance. Developer shall maintain, or shall cause the homeowners' association for the Property ("**Homeowners' Association**") to maintain the Property in good physical condition, in good repair, ordinary wear and tear excepted, and in decent, safe, sanitary, habitable and tenantable living conditions. Without limiting the foregoing, Developer agrees to maintain or cause the Homeowners' Association to maintain the Property (including without limitation, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Developer shall prevent and/or rectify, or shall cause the Homeowners' Association to prevent and/or rectify, any physical deterioration of the Improvements and shall make all repairs, renewals and replacements necessary to keep the Property in good condition and repair, ordinary wear and tear excepted.

7.2 Insurance Coverage. Throughout the term of this Agreement, Developer shall comply, or cause the Homeowners' Association to comply, with the insurance requirements set forth in Exhibit B, and shall, at Developer's or Homeowners' Association expense, as applicable, maintain in full force and effect insurance coverage as specified in Exhibit B.

8. Recordation. This Agreement shall be recorded in the Official Records. Developer hereby represents, warrants and covenants that with the exception of easements of record, absent the written consent of City which City may grant or deny in the exercise in its reasonable discretion, this Agreement shall not be subordinated in priority to any lien pertaining to taxes or assessments, encumbrance, or other interest in the Property or the Project. If (other than those at the time this

Agreement is recorded), any interest, lien, or encumbrance has been recorded against the Project in position superior to this Agreement, upon the request of City, Developer hereby covenants and agrees to promptly undertake all action necessary to clear such matter from title or to subordinate such interest to this Agreement consistent with the intent of and in accordance with this Section 8, and to provide such evidence thereof as City may reasonably request.

9. Transfer and Encumbrance.

9.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to this Agreement, Developer 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, the Project, or the improvements located on 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, Developer 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 Developer, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor/non-managing member, nor the transfer by such party’s interest to subsequent non-managing members shall be restricted by this provision.

9.2 Permitted Transfers. Subject to Section 9.3 below, the prohibitions set forth in this Article shall not be deemed to prevent: (i) the granting of temporary easements or permits to facilitate development of the Property; (ii) dedication of any property required pursuant to this Agreement; (iii) the sale of individual residences to homebuyers for occupancy as their principal residence in accordance with this Agreement; (iv) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Project in accordance with the approved Financing Plan as it may be updated with City’s reasonable approval, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; (v) a Transfer to an entity under the direct control of or under common control with Developer of an affiliate of Developer, or (vi) a Transfer to an entity owned or controlled by The Sobrato Organization.

9.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement, the Property, or part thereof if all of the following requirements are met (provided however, the requirements of this Section 9.9 shall not apply to Transfers described in clauses (i), (ii), (iii), or (iv) of Section 9.2:

(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 Developer under this Agreement.

(ii) The Developer 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 Property, the Project 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 Developer under this Agreement arising after the effective date of the Transfer and all obligations of Developer arising prior to the effective date of the Transfer (unless Developer expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Developer's obligations pursuant to the Project Approvals and all other conditions, and restrictions set forth in this Agreement. The assumption of such obligations shall be documented in an assignment and assumption agreement in form approved by City.

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

(v) As applicable, the final form of the Partnership Agreement, operating agreement, and other applicable governing documents of the transferee and any subsequent amendments that affect the City's economic interests under this Agreement shall be subject to City's review and approval.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. 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 Developer, the proposed Transfer shall be deemed approved.

Nothing in this Section 9.3 is intended to limit or modify the obligation of Developer to comply with all requirements set forth in this Agreement with respect to the Transfer of individual BMR For Sale Units to homebuyers.

9.4 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer by Developer shall be deemed to relieve the Developer or any other party from any obligation under this Agreement. It shall be an Event of Developer Default hereunder entitling City to pursue all available remedies at law or in equity, including without limitation, termination of this Agreement, if without the prior written approval of the City, Developer assigns or Transfers this Agreement, the Project, or the Property, or any part thereof of interest therein, or undergoes any other Transfer (including without limitation, any assignment for security or encumbrance of the Property, or the Project, or part thereof) in violation of Section 9. This Section 9.4 shall not apply to Transfers described in clauses (i), (ii), (iii), and (vi) of Section 9.2.

9.5 Recovery of City Costs. Within ten (10) days following City's delivery to Developer of an invoice detailing such costs, Developer 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 of this Agreement, the

Property, or the Project, or part thereof, and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee.

9.6 Encumbrances. Developer agrees to use best efforts to ensure that all deeds of trust or other security instruments and any applicable subordination agreement recorded against the Property, the Project or part thereof for the benefit of a lender (“**Third-Party Lender**”) shall contain each of the following provisions: (i) Third-Party Lender shall use its best efforts to provide to City a copy of any notice of default issued to Developer concurrently with provision of such notice to Developer; and (ii) City shall have the reasonable right, but not the obligation, to cure any default by Developer within the same period of time provided to Developer for such cure extended by an additional ninety (90) days. Developer agrees to provide to City a copy of any notice of default Developer receives from any Third-Party Lender within three (3) business days following Developer’s receipt thereof.

9.7 Mortgagee Protection. No violation of any provision contained herein shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value upon all or any portion of the Project or the Property, and the purchaser at any trustee’s sale or foreclosure sale shall not be liable for any violation of any provision hereof occurring prior to the acquisition of title by such purchaser. Such purchaser shall be bound by and subject to this Agreement from and after such trustee’s sale or foreclosure sale. Promptly upon determining that a violation of this Agreement has occurred, City shall give written notice to the holders of record of any mortgages or deeds of trust encumbering the Project or the Property that such violation has occurred.

10. Default and Remedies.

10.1 Events of Default. The occurrence of any one or more of the following events shall constitute an event of default hereunder (“**Event of Default**”):

- (a) The occurrence of a Transfer in violation of Section 9 hereof;
- (b) Developer’s failure to maintain insurance on the Property and the Project as required hereunder, and the failure of Developer to cure such default within five (5) days;
- (c) Subject to Developer’s right to contest the following charges, Developer’s failure to pay taxes or assessments due on the Property or the Project or failure to pay any other charge that may result in a lien on the Property or the Project, and Developer’s failure to cure such default within twenty (20) days of delinquency, but in all events prior to the date upon which the holder of any such tax or other lien has the right to foreclose thereon;
- (d) A default arises under any loan secured by a mortgage, deed of trust or other security instrument recorded against the Property and remains uncured beyond any applicable cure period such that the holder of such security instrument has the right to accelerate repayment of such loan; and
- (e) Developer’s default in the performance of any term, provision or covenant under this Agreement (other than an obligation enumerated in this Section 10.1), and unless such

provision specifies a shorter cure period for such default, the continuation of such default for ten (10) days in the event of a monetary default or thirty (30) days in the event of a non-monetary default following the date upon which City shall have given written notice specifying the nature of the default to Developer, or if the nature of any such non-monetary default is such that it cannot be cured within thirty (30) days, Developer's failure to commence to cure the default within thirty (30) days and thereafter prosecute the curing of such default to completion with due diligence and in good faith, but in no event later than ninety (90) days from receipt of the notice of default.

10.2 Remedies. Upon the occurrence of an Event of Default and its continuation beyond any applicable cure period, City may proceed with any of the following remedies:

- A. Bring an action for equitable relief seeking the specific performance of the terms and conditions of this Agreement, and/or enjoining, abating, or preventing any violation of such terms and conditions, and/or seeking declaratory relief;
- B. For violations of obligations with respect to Affordable Sales Prices chargeable to Eligible Households for the BMR For Sale Units, impose a charge in an amount equal to the actual amount collected in excess of the permitted Affordable Sales Price;
- C. Pursue any other remedy allowed at law or in equity.

Each of the remedies provided herein is cumulative and not exclusive. The City may exercise from time to time any rights and remedies available to it under applicable law or in equity, in addition to, and not in lieu of, any rights and remedies expressly provided in this Agreement.

11. Indemnity. To the greatest extent permitted by law, Developer shall indemnify, defend (with counsel approved by City) and hold the Indemnitees harmless from and against all Claims arising directly or indirectly, in whole or in part, as a result of or in connection with Developer's or Developer's employees', agents', contractors', or subcontractors' (all of the foregoing, collectively, "**Developer's Parties**") rehabilitation, construction, management, or operation of the Property and the Project, failure to comply with applicable law, including without limitation, state and federal fair housing laws, or any failure to perform any obligation as and when required by this Agreement. Developer's indemnification obligations under this Section 11 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 11 shall survive the expiration or earlier termination of this Agreement. It is further agreed that City does not and shall not waive any rights against Developer that it may have by reason of this indemnity and hold harmless agreement because of the acceptance by City, or the deposit with City by Developer, of any of the insurance policies described in this Agreement.

12. Miscellaneous.

12.1 Amendments. This Agreement may be amended or modified only by a written instrument signed by both Parties and recorded in the Official Records.

12.2 No Waiver. Any waiver by City of any term or provision of this Agreement must be in writing. No waiver shall be implied from any delay or failure by City to take action on any breach or default hereunder or to pursue any remedy allowed under this Agreement or applicable law. No failure or delay by City at any time to require strict performance by Developer of any provision of this Agreement or to exercise any election contained herein or any right, power or remedy hereunder shall be construed as a waiver of any other provision or any succeeding breach of the same or any other provision hereof or a relinquishment for the future of such election.

12.3 Notices. Except as otherwise specified herein, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other parties in accordance with this Section. All such notices shall be sent by: (i) personal delivery, in which case notice is effective upon delivery; (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered upon receipt if delivery is confirmed by a return receipt; or (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is confirmed by the delivery service.

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

DEVELOPER: Habitat for Humanity Greater San Francisco, Inc.
300 Montgomery Street, Suite 450
San Francisco, CA 94104
Attention: Maureen Sedonaen

12.4 Further Assurances. The Parties shall execute, acknowledge and deliver to the other such other documents and instruments, and take such other actions, as either shall reasonably request as may be necessary to carry out the intent of this Agreement.

12.5 Parties Not Co-Venturers; Independent Contractor; No Agency Relationship. Nothing in this Agreement is intended to or shall establish the Parties as partners, co-venturers, or principal and agent with one another. The relationship of Developer and City shall not be construed as a joint venture, equity venture, partnership or any other relationship. City neither undertakes nor assumes any responsibility or duty to Developer (except as expressly provided in this Agreement) or to any third party with respect to the Project. Developer and its employees are not employees of City but rather are, and shall always be considered independent contractors. Furthermore, Developer and its employees shall at no time pretend to be or hold themselves out

as employees or agents of City. Except as City may specify in writing, Developer shall not have any authority to act as an agent of City or to bind City to any obligation.

12.6 Action by the City. Except as may be otherwise specifically provided herein, whenever any approval, notice, direction, consent or request by the City is required or permitted under this Agreement, such action shall be in writing, and such action may be given, made or taken by the City's City Manager or by any person who shall have been designated by the City Manager, without further approval by the City Council.

12.7 Non-Liability of City and City Officials, Employees and Agents. No member, official, employee or agent of the City shall be personally liable to Developer or any successor in interest, in the event of any default or breach by the City, or for any amount of money which may become due to Developer or its successor or for any obligation of City under this Agreement.

12.8 Headings; Construction; Statutory References. The headings of the sections and paragraphs of this Agreement are for convenience only and shall not be used to interpret this Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any Party. All references in this Agreement to particular statutes, regulations, ordinances or resolutions of the United States, the State of California, or the City of Menlo Park shall be deemed to include the same statute, regulation, ordinance or resolution as hereafter amended or renumbered, or if repealed, to such other provisions as may thereafter govern the same subject.

12.9 Time is of the Essence. Time is of the essence in the performance of this Agreement.

12.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of San Mateo County, California or in the Federal District Court for the Northern District of California.

12.11 Attorneys' Fees and Costs. If any legal or administrative action is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees and costs incurred in such action.

12.12 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired thereby.

12.13 Entire Agreement; Exhibits. This Agreement contains the entire agreement of Parties with respect to the subject matter hereof, and supersedes all prior oral or written agreements between the Parties with respect thereto. Exhibits A through E, attached hereto are incorporated herein by this reference.

12.14 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

13.15 Local Land Use Controls. The Project Approvals include approved incentives/concessions and waivers under the State Density Bonus Law, attached hereto as Exhibit []. This Agreement shall be subject to and interpreted to be consistent with the approved incentives/concessions and waivers granted pursuant to the State Density Bonus Law.

SIGNATURES ON FOLLOWING PAGES.

IN WITNESS WHEREOF, the Parties have entered into this Affordable Housing Regulatory Agreement effective as of the date first written above.

CITY:

City of Menlo Park, a municipal corporation

By: _____
Justin Murphy, City Manager

DEVELOPER:

Habitat for Humanity Greater San Francisco, Inc.,
a California nonprofit public benefit corporation

By: _____
Maureen Sedonaen, Chief Executive Officer

SIGNATURES MUST BE NOTARIZED.

CALIFORNIA ALL-PURPOSE 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

COUNTY OF _____

On _____ before me, _____ (here insert name and title of the officer), 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)

CALIFORNIA ALL-PURPOSE 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

COUNTY OF _____

On _____ before me, _____ (here insert name and title of the officer), 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)

Exhibit A

PROPERTY

Exhibit B

INSURANCE REQUIREMENTS

Prior to initiating work on the Project and continuing throughout the Affordability Period, Developer (or the Homeowner's Association, as applicable and consistent with Section 7 of this Agreement) shall obtain and maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

1. General Requirements. Developer 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 Project, construction, management, or operation of the Property by the Developer or the Developer's agents, representatives, employees and contractors, or subcontractors, including the following:

(a) Commercial General Liability: The Developer and all contractors working on behalf of Developer 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 Developer and against all claims resulting from damage to any property due to any act or omission of the Developer, 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 Developer and all contractors working on behalf of Developer 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 Project, 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 Developer (and the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Developer (and the general partners thereof), and any contractor with whom Developer 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, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee as its interests may appear.

(e) Professional Liability/Errors and Omissions: Developer 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 Developer 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 Project 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, Developer must purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

(f) Property: Developer shall maintain property insurance covering all risks of loss, including earthquake and flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, and as commercially available.

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. Subcontractors may maintain Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$1,000,000 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. Subcontractors are required to carry coverage if their scope of work includes design services to the Project.

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 Developer of any such adjustments, and Developer 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 Developer. 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 Developer 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 Developer; products and completed operations of the Developer; premises owned, occupied or used by the Developer; or automobiles owned, leased, hired or borrowed by the Developer. 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 Developer'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 Developer'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, Developer 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 Developer's expense, and Developer shall promptly reimburse City for such expense upon receipt of billing from City.

(g) Developer 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, Developer (and Developer'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 Developer (and Developer'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 Developer (or Developer's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Developer (or Developer'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, Developer 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, Developer 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 Project, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraph (f) of Section 1 above. Developer 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. Developer 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 Developer 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 Developer cease to have insurance as required at any time, all work by Developer pursuant to this Agreement shall cease until insurance acceptable to the City is provided. Upon City's request, Developer 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.

Exhibit C

FORM OF RESALE RESTRICTION AGREEMENT

Exhibit D

**APPROVED BMR PROPOSAL AND REASONABLY ALTERNATIVE EQUIVALENTS
TO THE BMR GUIDELINES**

EXHIBIT E

**FORM OF RELEASE OF BMR FOR SALE UNITS FROM REGULATORY
AGREEMENT**

EXHIBIT F

HGSF'S MARKETING, OUTREACH, AND LOTTERY PROCESS

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 HOUSING AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

(123 Independence Drive Project)

THIS BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (“Agreement”) is entered into as of _____, 202[] (“**Effective Date**”), by and between the City of Menlo Park, a California municipal corporation (“**City**”), and SI 60, LLC, a California limited liability company (“**Owner**”). City and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties**” in this Agreement.

RECITALS

A. Owner is the owner of that certain real property located at the approximate location commonly known as [need to describe] in the City of Menlo Park, California and as more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, is the parcel subject to the Agreement (the “**Property**”).

B. Owner applied to construct a residential condominium project on the Property that will consist of 116 for-sale townhomes together with parking and related improvements (collectively, the “**Project**” or “**Townhome Project**”). The Project is part of a larger, mixed-income housing development project commonly known as the 123 Independence Drive Project (“**123 Independence Project**”).

C. 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 a developer to provide fifteen percent (15%) of the total number of units in a project as affordable to below market rate (“**BMR**”) households. To satisfy the requirements of the BMR Ordinance and Guidelines, the project sponsor of the 123 Independence Project has proposed (the “**BMR Proposal**”) to provide BMR units as follows: fifty-six (56) rental units to BMR households (“**BMR Rental Units**”) and eighteen (18) for-sale units to BMR households (“**BMR For-Sale Units**” and together with BMR Rental Units, “**BMR Units**”) for a total of seventy-four (74) BMR Units. The Agreement addresses only the BMR For-Sale Units. The BMR Rental Units are addressed in a separate agreement.

D. On _____, 2023, after a duly noticed public hearing, the Housing Commission recommended approval the BMR Proposal, including eighteen (18) below market rate for-sale units, the BMR For-Sale Units.

E. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission, the Planning Commission certified the environmental impact report approved a conditional use permit, architectural control, and form affordable housing agreements and recommended that the City Council approve a Vesting Tentative Map and the BMR Proposal for the Project.

F. On _____, 2023, after a duly noticed public hearing, and on the recommendation of the Housing Commission and the Planning Commission, the City Council approved a Vesting Tentative Map and the BMR Proposal for the Project. The Planning Commission and City Council actions are collectively the “**Project Approvals.**”

G. The Project Approvals require the Owner to provide the BMR For-Sale Units in accordance the BMR Proposal. In accordance with the BMR Ordinance, Guidelines, and State Density Bonus Law (Gov. Code Sec. 65915) Owner is required to execute and record an approved BMR Housing Agreement for the BMR For-Sale Units as a condition precedent to the issuance of a building permit for the Project. This Agreement is intended to satisfy that requirement.

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 Menlo Park Municipal Code and all other applicable state and local building codes, development standards, ordinances and zoning ordinances.

1.2 City and Other Governmental Permits. Before commencement of the portion of the Project with ownership housing units, 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; City staff will, without incurring liability or expense therefore, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the Menlo Park Municipal Code, and all other applicable laws and regulations.

1.3 Compliance with Laws. Owner shall carry out the 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 Menlo Park Municipal Code, and **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 THE BMR UNITS

2.1 Affordability Period. The Property, provided that the Project remains on the Property, shall be subject to the requirements of this Agreement from the Effective Date until the 55th anniversary of such date. The duration of this requirement shall be known as the “Affordability Period.”

2.2 Maintenance. Prior to the formation of a homeowners’ association or sale to a townhome resident, whichever occurs later, the Owner shall comply with every condition of the Project Approvals applicable to the Project and shall, at all times, maintain the Project and the Property in good repair and working order, reasonable wear and tear excepted, and in a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals, and replacements to keep the Project and the Property in a good, clean, safe, and sanitary condition.

2.3 Monitoring and Recordkeeping. Until the first sale of each BMR For-Sale Unit, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Guidelines, attached as Exhibit [], or, at the Owner’s election, applicable recordkeeping and monitoring requirements in updated 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 48-hour prior written notice, which can be provided via email, 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. Owner agrees to maintain records in businesslike manner, and to maintain such records for five years after the first sale of a BMR For-Sale Unit.

2.4 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 any occupant of any BMR For-Sale Unit or any person claiming under or through such occupant, 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, to the extent applicable, 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 of 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 Project, to the extent applicable, 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).

2.5 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 Townhome 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.

3. OPERATION OF THE BMR FOR-SALE UNITS

3.1 Sale to Moderate Income Households. The eighteen (18) BMR For-Sale Units are to be sold in accordance with the BMR Ordinance and the Guidelines. Each BMR For-Sale Unit shall be affordable to eligible households which are moderate income as defined in Section 50093 of the California Health and Safety Code, as described in the Guidelines, which households meet all of the requirements set forth in the Guidelines, and are of the smallest household size eligible for the BMR For-Sale Units on the BMR waiting list maintained by the City on the date that the Sales Prices are set, as more particularly described below and in the Guidelines. The eligibility requirements for buyers of the BMR For-Sale Units, the selection process for buyers for the BMR For-Sale Units, the purchase process and sale procedures, the occupancy requirements for the BMR For-Sale Units and the process for resale of the BMR For-Sale Units are all set forth in the Guidelines.

All BMR For-Sale Units shall be subject to deed restrictions and conditions which include a right of first refusal in favor of the City for the duration of the Affordability Period, pursuant to the terms and conditions set forth in the Guidelines.

The BMR For-Sale Units shall be located in the Project as set forth in Exhibit C.

The Sales Price shall be calculated according to the following formula by reference to the

definitions and standards set forth below: the “Sales Price” shall be calculated by adding the cash down payment, to the Maximum Mortgage Amount, less lender and escrow fees and costs incurred by the buyer. The Sales Price shall be set before the commencement of the sale process for the BMR For-Sale Units.

(a) The “Smallest Household Size” means the household with the smallest number of persons eligible for the BMR For-Sale Units, as shown in Section 14, Table C (Occupancy Standards) of the Guidelines.

(b) The current “Maximum Eligible Income” shall be the most current State Income Limit for San Mateo County, Moderate Income category, as published by the State of California Department of Housing and Community Development, for the Smallest Household Size.

(c) The “Maximum Allowable Monthly Housing Expenses” is calculated by multiplying the Maximum Eligible Income by 33 percent and dividing by 12.

(d) The “Actual Monthly Housing Expenses” are calculated by adding the following costs associated with a particular BMR For-Sale Unit and dividing by 12: (i) any loan fees, escrow fees and other closing costs (amortized over 360 months) and/or private mortgage insurance associated therewith; (ii) property taxes and assessments; (iii) fire, casualty insurance and flood insurance, if required; (iv) property maintenance and repairs, deemed to be Two Hundred Dollars (\$200) per month; (v) a reasonable allowance for utilities as set forth in the Guidelines, not including telephones, and (vi) homeowners association fees, if applicable, but less the amount of such homeowners association fees allocated for any costs attributable to (iii), (iv) or (v) above.

(e) The “Maximum Monthly Mortgage Payment Amount” is calculated by subtracting the Actual Monthly Housing Expenses from the Maximum Allowable Monthly Housing Expenses.

(f) The “Maximum Mortgage Amount” is established by determining the amount of mortgage that a lender would loan, based upon the Maximum Monthly Mortgage Payment Amount and based upon the down payment found to be the lowest that lenders are willing to accept in a survey of lenders as described below. The City shall survey and take the average of at least three local lenders who regularly make home loans at a typical housing expense ratio to first-time buyers in the price range of the BMR home on the day that the price is set. The mortgage amount shall be for a 30-year fixed rate mortgage with standard fees, closing costs and no points, and shall be less than or equal to the Maximum Monthly Mortgage Amount.

3.2 Additional Sales Price Factors. The calculation of the Sales Price shall be based upon the factors defined below. These definitions conform to the eligibility and underwriting standards established by the major secondary mortgage market investors, such as the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation.

(a) **Mortgage Interest Rate.** The mean average of contract interest rates on the date that the Sales Price is set, for fixed rate, 30-year “Conforming” mortgages (presently \$822,375 or less, as such amount may be adjusted from time to time as the maximum amount of FHA Conforming mortgages), or for jumbo mortgages if applicable; as quoted by three local retail lenders. The three local retail lenders shall be selected at random by the City from the list of

lenders certified by San Mateo County to make first mortgage loans with Mortgage Credit Certificates.

(b) **Points.** The mean average of points quoted by three local lenders that make mortgage loans to first time home buyers in the City of Menlo Park on the date that the Sales Price is set for fixed rate, 30 year mortgages of \$822,375 or less, or for jumbo mortgages if applicable, which lenders are selected on a random basis by the City. Points are a one-time fee paid to a lender for making a loan. One point is equal to one percent of the loan amount.

(c) **Lender/Escrow Fees.** The mean average of fees charged by three local lenders that make mortgage loans to homebuyers, which lenders are selected on a random basis by the City, plus escrow company fees, for such items as title insurance, appraisal, escrow fees, document preparation and recording fees.

(d) **Loan to Value Ratio.** The maximum ratio of the dollar amount of a conforming mortgage to the sales price of a home which a lender is willing to approve at a given point in time. For purposes of this Agreement, the loan to value ratio shall be calculated as the mean average of the maximum loan to value ratios as quoted by three local lenders selected on a random basis by the City from a list of lenders who actively make loans to homebuyers and who participate in the Mortgage Credit Certificate program.

(e) **Housing Expense Ratio.** The mean average of the housing expense ratio as reported on the date that the sales price is set, for fixed rate, 30-year mortgages of \$822,375 or less, or for jumbo mortgages if applicable, by three local lenders that make mortgage loans to homebuyers in the City of Menlo Park, which lenders are selected on a random basis by the City. Housing expense is defined as the sum of the annual mortgage payment (including principal and interest), and annual payments for taxes, homeowners association dues, insurance, property maintenance and repairs, a reasonable allowance for utilities according to the San Mateo County Housing Authority Utility Financial Allowance Chart which is periodically updated and amended, and any secondary financing (but excluding any portion of the aforementioned expenses covered by homeowners association dues). To determine the ratio, this sum is divided by gross annual income.

(f) **Homeowners Insurance.** Calculated as the mean average of the annual cost of insurance quoted by two or three local brokers, based on their experience, for a housing unit of the price, room configuration, location, construction material and structure type of the subject BMR For-Sale Unit. Flood insurance costs, if required, shall be calculated by this same method.

(g) **Private Mortgage Insurance.** The mean average of the annual cost of private mortgage insurance quoted by two or three local lenders, based on their experience, for a housing unit of the price, location, and structure type of the subject BMR For-Sale Unit.

(h) **Taxes.** The tax rate as reported by the San Mateo County Assessor's Office.

(i) **Homeowner's Dues.** Reported by the Owner and as set forth in the Public Report issued by the California Department of Real Estate for the Project.

(j) **Down Payment.** Cash portion paid by a buyer from his own funds, as opposed to that

portion of the purchase price which is financed. For the purpose of calculating the Sales Price, the down payment will be defined as the mean average of the smallest down payment required by the two or three local lenders surveyed.

3.3 Presale. If there is a standard pre-sale requirement by the BMR applicant's lender for a certain percentage of units in the Project to be sold before the BMR applicant's lender will close escrow on the loan, then the time for the City's purchase or the buyer's purchase will be extended until that requisite number of units has closed.

3.4 Term. Any and all obligations or responsibilities of Owner under this Agreement with regard to a BMR For-Sale Unit shall terminate upon the recording of the grant deed conveying the BMR For-Sale Unit to a qualified third party purchaser in accordance with the terms and provisions of this Agreement and the recording of the deed restrictions in compliance with the Guidelines against such BMR For-Sale Unit, a form of which is attached to this Agreement.

3.5 Third Party Purchasers. The execution and delivery of this Agreement shall not be deemed to be for the benefit of the third party purchasers of any BMR For-Sale Unit or any other third party and any and all obligations and responsibilities of Owner under this Agreement are to the City for whose benefit this Agreement has been entered into. No third party purchaser of a BMR For-Sale Unit or market rate unit, homeowners' association or any other third party shall obtain any rights or standing to complain that the BMR For-Sale Unit was not constructed, designed, sold or conveyed in accordance with this Agreement, or the BMR Ordinance and the Guidelines as a result of this Agreement. Furthermore, the acceptance of this Agreement by the City, the acceptance of the interior specifications for the BMR For-Sale Units and the conveyance of the BMR For-Sale Units to qualified third parties shall conclusively indicate that Owner has complied with this Agreement and the BMR Ordinance and the Guidelines.

4. DEFAULT AND REMEDIES

4.1 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 Owner without the Owner curing such breach, or if such breach cannot reasonably be cured within such 30 day period, commencing the cure of such breach within such 30 day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Section 5 of this Agreement, the specific provision shall control.

4.2 Remedies. The occurrence of any Event of Default under Section 5.1 shall give the City the right to proceed with an action in equity to require the Owner 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.

4.3 Obligations Personal to Owner. The liability of Owner under this Agreement to any person or entity is limited to 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 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 Owner's obligations under this Agreement), shall be rendered against Owner, the assets of Owner (other than 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 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 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 the Owner hereunder during its period of ownership of the Project.

4.4 Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within 30 days of the commencement of the cause.

4.5 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. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

4.6 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.

4.7 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

Property, and all of the terms, covenants and conditions of this Agreement shall be binding upon Owner and the permitted successors and assigns of Owner.

5.5 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 and moderate incomes as required by the Guidelines. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

5.6 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.

5.7 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.

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

5.9 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 shall not be unreasonably withheld 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.

5.10 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, and any other liability whatsoever, 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 6.10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 6.10 shall survive the expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period.

5.11 Insurance Coverage. Prior to the first sale of each BMR For-Sale Unit, Owner shall comply with the insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by this reference, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit D.

5.12 Transfer and Encumbrance.

5.12.1 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 (other than a sale of a BMR For-Sale Unit as described in Section 3 hereof) (collectively, "**Transfer**") of the whole or any part of any BMR For-Sale Unit, 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.

5.12.2 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 Project 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; or (iii) transfers between entities owned or controlled by the Sobrato Organization.

5.12.3 Requirements for Proposed Transfers. The City may, in the exercise of its sole discretion, consent to a proposed Transfer of this Agreement if all of the following requirements are met (provided however, the requirements of this Section 6.12.3 shall not apply to Transfers described in clauses (i) or (ii) of Section 6.12.2.

(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 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 deputy Director unless the Deputy Director, in his or her discretion, refers the matter of approval to the City Council. 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.

5.13 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of any BMR For-Sale Unit shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. This Section 5.12 shall not apply to Transfers described in clauses (i) and (ii) of Section 5.12.2.

5.14 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.

SIGNATURES ON FOLLOWING PAGE(S).

OWNER:

[INSERT]

By: _____

Its:

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____
City Manager

ATTEST:

By: _____
City Clerk

List of Exhibits:

- Exhibit A: Property Description
- Exhibit B: Allocation of the BMR Units
- Exhibit C: BMR Unit Locations
- Exhibit D: Insurance Requirements

Exhibit A
Property Description

Exhibit B
Allocation of BMR Units in the Project

BMR For-Sale Units	Moderate
2 bedrooms	3
3 bedrooms	6
4 bedrooms	9
Total - BMR For-Sale Units	18

Exhibit C
BMR Unit Locations

Exhibit D Insurance Requirements

Prior to initiating work on the Project and continuing the initial sale of each For-Sale Unit, 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 Project, 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 Project, 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 Project 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 Project 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 Project with deductible, if any, in an amount acceptable to City, and as commercially available.

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. Subcontractors may maintain Products and Completed Operations with limits not less than \$1,000,000 per occurrence and \$1,000,000 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. Subcontractors are required to carry coverage if their scope of work includes design services to the Project.

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 Project, 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.