



STAFF REPORT

City Council

Meeting Date:

10/7/2025

Staff Report Number:

25-154-CC

Consent Calendar:

Waive the second reading and adopt an ordinance to amend the Zoning Ordinance to add the C-1-S (Administrative, Professional, and Research District, Special) district, adopt an ordinance to amend the Zoning Map to rezone the project site to the C-1-S district and incorporate a new “X” overlay district and approve the conditional development permit (CDP), and waive the second reading and adopt the development agreement (DA) for the Parkline Master Plan Project located at 201, 301 and 333 Ravenswood Ave. and 555 and 565 Middlefield Rd.

Recommendation

Staff recommends that the City Council waive the second reading and adopt the following ordinances to:

- Amend the Zoning Ordinance to add the C-1-S (Administrative, Professional, and Research, Special) district, amend the Zoning Map and rezone the project site from C-1(X) (Administrative and Professional District, (Restrictive)), R-1-S (Residential Single Family, Suburban), and P (Parking) to the proposed C-1-S (Administrative, Professional and Research, Special) district and to include the “X” Conditional Development combining district overlay, and approve a conditional development permit (CDP) to develop the proposed project through a master plan, and outline the performance standards, development regulations (e.g. open space, design controls), project requirements for the implementation of the master plan (e.g. project phasing, operational requirements), and other project conditions that address site-specific topics (Attachment A); and
- Adopt a development agreement (DA) between the City and the project applicant for vested rights in exchange for community benefits and assurances on the timing and phasing of the proposed project (Attachment B).

Policy Issues

The recommended action is consistent with the City Council’s actions and approvals on the proposed project at its meeting on Sept. 30, 2025 and would complete the approval process of the land use entitlements for the master plan portion of the Parkline project.

Background

At the Sept. 30, 2025 City Council meeting, the City Council reviewed the proposed Parkline master plan project and voted 5-0 to take the following actions on the proposed project:

Adopt resolutions to:

- Certify the Final EIR which analyzes the potential environmental impacts of the proposed project and make the CEQA findings to address impacts, including a statement of overriding considerations for significant and unavoidable environmental effects that would result from the proposed project, and approve the mitigation monitoring and reporting program for the proposed project to mitigate impacts to less than significant with mitigation or reduce significant and unavoidable impacts;
- Amend the General Plan Land Use Element to allow for the proposed land uses (intensity and density) in the Commercial land use designation and amend the General Plan Land Use Map to change the land use designation for the property at 201 Ravenswood Ave. to Commercial (Professional and Administrative offices);
- Approve a vesting tentative map to manage parcelization to implement the master plan, abandon existing easements and future reserved rights-of-way, identify new public access and utility easements, and site infrastructure; and
- Approve the BMR housing agreement for on-site BMR units in accordance with the City's BMR Ordinance and dedicate an approximately 1.6-acre parcel to a non-profit affordable housing developer to provide up to 154 affordable residential units.

The City Council also introduced, with modifications, the following ordinances to:

- Amend the Zoning Ordinance to add the C-1-S (Administrative, Professional, and Research, Special) district, amend the Zoning Map and rezone the project site from C-1(X) (Administrative and Professional District, (Restrictive)), R-1-S (Residential Single Family, Suburban), and P (Parking) to the proposed C-1-S (Administrative, Professional and Research, Special) district and to include the "X" Conditional Development combining district overlay, and approve a CDP to develop the proposed project through a master plan, and outline the performance standards, development regulations (e.g. open space, design controls), project requirements for the implementation of the master plan (e.g. project phasing, operational requirements), and other project conditions that address site-specific topics; and
- Adopt a DA between the City and the project applicant for vested rights in exchange for community benefits and assurances on the timing and phasing of the proposed project.

As part of its initial actions on Sept. 30, 2025, the City Council incorporated modifications to the CDP based on discussion between the City Council and the applicant. These modifications consisted of revising the maximum of 1 million square feet of non-residential uses, inclusive of Buildings P, S, and T, consisting of office, research and development (R&D), and up to 45,000 square feet of commercial/retail uses described in the CDP, to a maximum of 925,000 square feet of office, research and development (R&D) space, inclusive of the existing 287,000 square feet in Buildings P, S and T, and up to 75,000 square feet of commercial amenity or commercial/retail uses. Essentially, the 1 million square foot limit would remain for non-residential uses, but a maximum of 925,000 square feet would be set for office/R&D space and the maximum for commercial amenity or commercial/retail uses would be raised to 75,000 square feet.

The City Council also made a modification to the Development Regulations and Design Standards, which are part of the CDP, to incorporate "Dark Sky" guidelines to minimize light pollution from project lighting.

Updates to the DA included a change to the definition of the project to encompass construction of a maximum of 1 million square feet of non-residential uses, consisting of up to 925,000 square feet of office, research and development buildings, inclusive of approximately 287,000 square feet in existing Buildings P,

S and T similar to the changes to the CDP. Unlike the CDP, which includes a cap of 75,000 square feet for commercial amenity or commercial/retail uses, the DA uses the term “the balance of non-residential uses” for commercial amenity or commercial/retail uses. The language in the DA is slightly different to allow the City Council flexibility in the allocation of non-residential uses within the total 1 million square foot cap of non-residential space through a future review of a CDP amendment associated with a modified project. The track change versions of the CDP, Development Regulations and Design Guidelines, and DA are included in Attachments C, D and E respectively.

The resolutions took effect immediately, and the two ordinances require a second reading (adoption.) The meeting of October 7 serves as the second reading, and the ordinances would be effective 30 days after the date of adoption.

More details on the proposed project are included in the Sept. 30, 2025 City Council staff report (Attachment F).

Analysis

The two ordinances associated with the project would amend the zoning map, rezone the project site, and approve the CDP, and approve the DA. The CDP for the proposed project would enable development of the master plan, set permitted and conditionally permitted uses for the project site, include project-specific design standards and development regulations, and include project-specific conditions of approval. The DA would memorialize the community benefits and project phasing in exchange for vested rights to the applicant. The City Council introduced the ordinances adopting the CDP and DA with the modifications related to square footage limits for office/R&D uses and commercial amenity or commercial/retail uses, and the addition of “Dark Sky” guidelines, as described above.

As noted above, the revised CDP includes two separate caps for office and R&D uses (925,000 square feet) and commercial amenity or commercial/retail uses (75,000 square feet) which lock in in these limits as part of the approved project, providing assurances to the community on the breakdown of land uses within the cap of 1 million square feet of non-residential uses. The modifications to the DA provide flexibility for the applicant to propose additional retail beyond 75,000 square feet if the office is reduced accordingly and for the Council to consider whether an increase in retail/commercial or amenity space and a commensurate reduction in office/R&D is appropriate as part of the public review process for any amendments to the CDP.

Impact on City Resources

The project sponsor is required to pay planning, building and public works permit fees, based on the City’s Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project. The applicant is also required to fully cover the cost of city attorney fees and work by consultants performing environmental review and additional analyses to evaluate potential impacts of the proposed project.

Environmental Review

On Sept. 30, 2025 the City Council adopted a resolution that certified the EIR, made the CEQA findings including the Statement of Overriding Considerations, and adopted the Mitigated Monitoring and Reporting Program.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72

hours prior to the meeting.

Attachments

- A. Ordinance amending Title 16 of the Menlo Park Municipal Code, amending the Zoning Map, and approving a conditional development permit (CDP) for the Project
 - Exhibits to Attachment A
 - A. Chapter 16.35 C-1-S – Administrative, Professional and Research, Special District
 - B. Zoning Map – Zoning Map Exhibit – C-1-S(X)
 - C. Conditional development permit
 - D. General Plan consistency table
- B. Ordinance approving the development agreement (DA)
 - Exhibits to Attachment B
 - A. Development agreement for the Parkline Master Plan Project by and between the City of Menlo Park and LPGS Menlo, LLC
- C. Track change version of conditional development permit
- D. Track change version of development standards and design guidelines
- E. Track change version of development agreement
- F. Hyperlink – Sept. 30 City Council staff report:
<https://www.menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2025-meetings/20250930/j1-20250930-cc-parkline.pdf>

Report prepared by:

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Report reviewed by:

Kyle Perata, Assistant Community Development Director

ORDINANCE NO. 1125

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AMENDING TITLE 16 OF THE MENLO PARK MUNICIPAL CODE TO ADD A
NEW CHAPTER 16.35 AND THEREBY CREATE THE C-1-S
(ADMINISTRATIVE, PROFESSIONAL AND RESEARCH, SPECIAL) ZONING
DISTRICT; AMENDING THE ZONING MAP TO REZONE CERTAIN
PROPERTIES TO C-1-S AND TO ADD A CONDITIONAL DEVELOPMENT ("X")
COMBINING DISTRICT; AND APPROVING A CONDITIONAL DEVELOPMENT
PERMIT FOR THE PARKLINE MASTER PLAN PROJECT**

The City Council of the City of Menlo Park does ordain as follows:

SECTION 1.

The City Council of the City of Menlo Park hereby finds and declares as follows:

- A. The City received an application from LPGS Menlo, LLC, a Delaware limited liability company ("Applicant") to redevelop the approximately 64.3 acre site commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site").
- B. Applicant proposes to demolish 35 existing buildings and a church and associated multi-use building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a maximum of 1,000,000 SF of non-residential uses, consisting of up to 925,000 SF of office, research and development buildings, inclusive of approximately 287,000 SF in existing Buildings P, S and T, which may be replaced in the future as a Modified Project Approval, as defined in the Development Agreement, and the balance of non-residential space for commercial amenity or commercial/retail uses; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project").
- C. The properties that comprise the Project Site are currently zoned as follows: 201 Ravenswood Avenue – R-1-S; 301 Ravenswood Avenue – C-1(X); 333 Ravenswood Avenue C-1(X) and P; 555 Middlefield Road – C-1(X); and 565 Middlefield Road C-1(X).
- D. Applicant has requested an amendment to the Zoning Ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, Exhibit A, and to rezone the entirety of the Project Site to C-1-S.
- E. Rezoning of the Project Site as shown in Exhibit B is necessary to change the zoning of the Project Site to C-1-S and to add a conditional development ("X") combining district, thereby allowing special regulations and conditions to be added at the Project Site (combined with the base C-1-S regulations) as part of the proposed Project.
- F. The Project is eligible for a Conditional Development Permit under Menlo Park Municipal Code section 16.82.055(1) in that the Project Site is more than one acre and is not located in the SP-ECR/D district.

- G. Approving the Conditional Development Permit (Exhibit C) is necessary to authorize development of the Project on the Project Site to comply with Menlo Park Municipal Code section 16.35.055, adopted pursuant to Section 7 below, which requires a Conditional Development Permit to set the design standards, including building relationship to the street, building mass and scale, exterior materials, building design, and access and parking, and to allow for modifications to the development regulations in the C-1-S zoning district, with the exception of residential density and intensity (residential and non-residential floor area ratio).
- H. The proposed amendment to add Chapter 16.35 to the Menlo Park Municipal Code and thereby create the Administrative, Professional and Research, Special (C-1-S) zoning district as shown in Exhibit A, the amendment to the City zoning map and rezoning of the Project Site, as shown in Exhibit B, as well as the approval of the Conditional Development Permit as shown in Exhibit C, would promote a comprehensive redevelopment of the Project Site through the inclusion of multiple housing options (i.e., multifamily, attached townhome-style, and detached single-family style units), including affordable residential units, along with office, research and development, retail, and recreational uses at the density and intensity envisioned in the General Plan adopted November 29, 2016 (“General Plan”).
- I. The proposed amendment to Title 16 of the Municipal Code to add Chapter 16.35 and thereby create the Administrative, Professional and Research, Special (C-1-S) zoning district as set forth in Exhibit A, the amendment to the City zoning map and rezoning of the Project Site to C-1-S and to add a conditional development (“X”) combining district, as shown in Exhibit B, as well as the Conditional Development Permit, Exhibit C, are consistent with the General Plan as shown in Exhibit D, including the land use designations for the Project Site.

SECTION 2.

The City, as lead agency, prepared an Environmental Impact Report (“EIR”) pursuant to the California Environmental Quality Act (“CEQA”) that examined the environmental impacts of the redevelopment of the Project Site. On September 30, 2025, by Resolution No. 6996, the City Council certified the Final EIR, made certain findings, and adopted a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Plan, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) zoning district; the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative, Professional and Research, Special) and to add a conditional development (“X”) combining district; as well as the approval of the CDP, is within the scope of the Final EIR.

SECTION 3.

The Planning Commission of the City of Menlo Park (the “Planning Commission”) held a duly noticed public hearing on August 25, 2025, to review and consider the Project, including the amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) Zoning District (Exhibit A); the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative, Professional and Research, Special) and to add a conditional development (“X”) combining district as shown on Exhibit B; and the Conditional Development Permit (Exhibit C), whereat all interested persons had the opportunity to appear and comment.

SECTION 4.

The Planning Commission, having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to recommend to the City Council of the City of Menlo Park (the “City Council”) to approve the Project, including the proposed

amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) zoning district; the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative, Professional and Research, Special) and to add a conditional development (“X”) combining district as shown on Exhibit B; as well as the approval of the Conditional Development Permit as shown on Exhibit C.

SECTION 5.

The City Council held a duly noticed public hearing on September 30, 2025, to review and consider the Project, including: the proposed amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and create the C-1-S (Administrative, Professional and Research, Special) zoning district (Exhibit A); the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative, Professional and Research, Special) and to add a conditional development (“X”) combining district as shown on Exhibit B; as well as the Conditional Development Permit (Exhibit C), whereat all interested persons had the opportunity to appear and comment.

SECTION 6.

After due consideration of the proposed amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and create the C-1-S (Administrative, Professional and Research, Special) zoning district (Exhibit A); the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative, Professional and Research, Special) and to add a conditional development (“X”) combining district as shown on Exhibit B; and the Conditional Development Permit (Exhibit C), public comments, the Planning Commission’s recommendation, the staff report, and other substantial evidence in the record, the City Council finds that the proposed amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and create the C-1-S (Administrative, Professional and Research, Special) zoning district, the proposed amendment of the zoning map and rezoning of Project Site, and the Conditional Development Permit, as identified herein, are consistent with the General Plan, as demonstrated in Exhibit D, and are appropriate.

SECTION 7.

Title 16 of the Menlo Park Municipal Code is hereby amended to add Chapter 16.35, C-1-S – Administrative, Professional and Research Special District as set forth in Exhibit A.

SECTION 8.

The zoning map of the City of Menlo Park is hereby amended to rezone the Project Site to C-1-S and to add a conditional development (“X”) combining district as shown in Exhibit B. This X combining district is consistent with the General Plan, which allows the uses permitted in the combining district at the density and intensity proposed.

SECTION 9.

The Conditional Development Permit (Exhibit C) is hereby approved, authorizing development of the Project on the Project Site. Pursuant to Menlo Park Municipal Code section 16.35.055, as adopted pursuant to Section 7 above, the Conditional Development Permit establishes design standards, including building relationship to the street, building mass and scale, exterior materials, building design, and access and parking, and modifies development regulations set forth in Chapter 16.35, with the exception of residential density and intensity (residential and non-residential floor area ratio) for the Project Site, and the number of dwelling units, floor area ratio, and floor area limit authorized thereunder do not exceed the development regulations set forth in the C-1-S district.

SECTION 10.

This ordinance shall become effective thirty (30) days after the date of its adoption. Within fifteen (15) days of its adoption, the ordinance shall be posted in three (3) public places within the City of Menlo Park, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City of Menlo Park prior to the effective date.

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.

INTRODUCED on the 30th day of September, 2025.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the 7th day of October, 2025, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Drew Combs, Mayor

ATTEST:

Judi A. Herren, City Clerk

Exhibits:

Exhibit A - Chapter 16.35 C-1-S – Administrative, Professional and Research, Special District

Exhibit B - Zoning Map – Zoning Map Exhibit – C-1-S(X)

Exhibit C - Conditional Development Permit

Exhibit D - General Plan Consistency Table

Chapter 16.35

C-1-S – ADMINISTRATIVE, PROFESSIONAL AND RESEARCH, SPECIAL DISTRICT

Sections:

- 16.35.010 Purpose.
- 16.35.015 Definitions.
- 16.35.020 Permitted uses.
- 16.35.030 Administratively permitted uses.
- 16.35.040 Conditional uses.
- 16.35.050 Development regulations.
- 16.35.055 Conditional Development Permit.
- 16.35.060 Parking standards.
- 16.35.070 Transportation demand management.
- 16.35.080 Open space.
- 16.35.090 Nonresidential and mixed-use design standards.
- 16.35.100 Residential mixed-use design standards.
- 16.35.110 Green and sustainable building.

16.35.010 Purpose.

The purpose and intent of the Administrative, Professional and Research, Special District is to:

- (1) Encourage quality residential development at a range of densities in conjunction with commercial development or redevelopment;
- (2) Create opportunities for research and development (R&D) and light industrial uses (including life science and laboratory uses), office, public and quasi-public uses, and other compatible uses;
- (3) Blend with and complement existing neighborhoods through site development regulations and design standards that minimize impacts to adjacent uses;
- (4) Provide a quality and sustainable living environment for residents, workers, and visitors; and

- (5) Create “missing-middle” housing opportunities emphasizing housing diversity, affordability, and ownership for families and other household compositions through mixed sized housing unit sizes, variation in building types, and variation in housing unit designs.
- (6) Create integrated site development and open space planning on larger and master planned properties with the inclusion of public use open space amenities.
- (7) Create opportunities for housing and employment within one-half-mile (0.5 mile) radius of a major transit stop. The C-1-S district is only applicable to parcels or project sites predominantly within 0.5 mile of a major transit stop as defined in California Public Resources Code section 21064.3.

16.35.015 Definitions.

Terms are as defined in Municipal Code Chapter 16.04, Definitions, unless otherwise stated in this chapter.

16.35.020 Permitted uses.

Permitted uses in the Administrative, Professional and Research, Special district are as follows:

- (1) Multiple dwellings, which are a required component for any development in the C-1-S district;
- (2) Two-family dwellings or duplexes;
- (3) Single-family dwellings;
- (4) Accessory buildings and accessory dwelling units;
- (5) Research and development and accessory uses (light industrial and manufacturing are not permitted), except when requiring hazardous material review;
- (6) Administrative and professional offices and accessory uses;
- (7) Retail sales establishments, excluding the sale of beer, wine and alcohol;
- (8) Eating establishments, excluding the sale of beer, wine and alcohol, live entertainment, and/or establishments that are portable. For purposes of this chapter, an eating establishment is primarily engaged in serving prepared food for consumption on or off the premises;
- (9) Personal services, excluding tattooing, piercing, palm-reading, or similar services;
- (10) Recreational facilities privately operated, twenty thousand (20,000) or less square feet of gross floor area;
- (11) All public facilities used and operated for government purposes by the City of Menlo Park, the county of San Mateo, any public school district, the state of California, and the government of the United States.

16.35.030 Administratively permitted uses.

Uses allowed in the Administrative, Professional and Research, Special district, subject to obtaining an administrative permit per Municipal Code Chapter 16.82, are as follows:

- (1) Eating establishments, including beer and wine only, and/or that have live entertainment;
- (2) Childcare center;
- (3) Outdoor seating;
- (4) Any outside storage of material, equipment or vehicles associated with the main use;
- (5) Diesel generators.

16.35.040 Conditional uses.

Conditional uses allowed in the Administrative, Professional and Research, Special district, subject to obtaining a use permit per Municipal Code Chapter 16.82, are as follows:

- (1) Home occupations in accordance with Section 16.04.340;
- (2) Research and development and accessory uses (light industrial and manufacturing are not permitted), requiring hazardous material review;
- (3) Large Residential Care Facilities;
- (4) Eating establishments, including alcohol, and/or establishments that are portable;
- (5) Drinking establishments, including beer, wine and alcohol. For purposes of this chapter, a drinking establishment is a business serving beverages for consumption on the premise as a primary use;
- (6) Retail sales establishments, including the sale of beer, wine and alcohol;
- (7) Recreational facilities, privately operated, greater than twenty thousand (20,000) square feet of gross floor area;
- (8) Special uses, in accordance with Chapter 16.78 of this title;
- (9) Public utilities, in accordance with Chapter 16.76 of this title.

16.35.050 Development regulations.

Development regulations in the Administrative, Professional and Research, Special district are as follows; however, these development regulations, with the exception of residential density and intensity (residential and non-residential floor area ratio), may be modified pursuant to the terms of a conditional development permit:

<i>Regulation</i>	<i>Definition</i>	<i>Requirement</i>	<i>Notes/Additional Requirements</i>
<i>Minimum lot area</i>	Minimum area of building site (includes public access easements).	2 acres	
<i>Minimum lot dimensions</i>	Minimum size of a lot calculated using lot lines.	150 feet width 150 feet depth	
<i>Minimum setback at street</i>	Minimum linear feet building can be sited from property line adjacent to street.	20 feet	Setbacks shall be measured from the property line. In instances where there will be a public access easement for vehicles, measure the setback from the back of the easement. For projects with public access easements in the form of private streets internal to the project site, this minimum setback shall apply.
<i>Minimum interior side and rear setbacks</i>	Minimum linear feet building can be sited from interior and rear property lines.	20 feet	Minimum 10-foot deep landscape planting zone required along interior and rear property lines
<i>Maximum nonresidential floor area ratio (FAR)</i>	Maximum permitted ratio of nonresidential gross floor area on a lot to the square footage of the lot	50%	
<i>Residential density</i>	The number of dwelling units in an acre.	12 du/acre to 30 du/acre	
<i>Maximum residential floor area ratio</i>	Maximum permitted ratio of residential gross floor area on a lot to the square footage of the lot	40% to 100%	Floor area ratio shall increase on an even gradient from 40% for 12 du/ac to 100% for 30 du/ac
<i>Height</i>	Height does not include roof-mounted equipment and utilities.	Nonresidential structures: 35 feet Mixed nonresidential and residential	A parapet used to screen mechanical equipment is not included in the height.

<i>Regulation</i>	<i>Definition</i>	<i>Requirement</i>	<i>Notes/Additional Requirements</i>
		structures or residential structures: 40 feet	<p>Maximum height of mechanical equipment with screening is 14 feet and must be set back a minimum 15 feet from building façade. If less than 15 feet from façade, maximum height is 4 feet and screening required. Stairs and elevators towers may exceed the height by 14 feet.</p> <p>Architectural features, e.g. towers, turrets, trellises/sun shades, and similar features, including at building modulations may exceed height by up to 10 feet subject to not exceeding 10 percent of roof area. Roof top elements shall be integrated with building design</p>
<i>Minimum open space requirement</i>	Minimum portion of the building site open and unobstructed by fully enclosed buildings.	30%	See Section 16.35.080 for open space requirements.

16.35.055 Conditional development permit, required.

The purpose of the Administrative, Professional and Research, Special district is to provide flexibility for creative design, more orderly development, optimal use of open space, different residential housing types, and to allow projects that are more compatible for surrounding neighborhoods. Development in the Administrative, Professional and Research, Special district requires a conditional development permit to set the design standards, including building relationship to the street, building mass and scale, exterior materials, building design, and access and parking, and to allow for modifications to the development regulations, with the exception of residential density and intensity (residential and non-residential floor area ratio), set forth in this chapter.

For projects on contiguous sites that exceed fifteen (15) acres in size in the aggregate and are proposed for development as a single project or phased development project, residential density, FAR and open space requirements may be calculated in the aggregate across the project site, subject to a restrictive covenant recorded against all project parcels ensuring development on all project parcels in the aggregate does not exceed what would be permitted if each parcel was developed individually.

16.35.060 Parking standards.

Development in the Administrative, Professional and Research, Special district shall meet the following parking requirements.

<i>Land Use</i>	<i>Maximum Spaces¹ (Per 1,000 Sq. Ft or dwelling unit.)</i>	<i>Minimum Bicycle Parking²</i>
<i>Residential</i>	1	1.5 long-term per dwelling unit; 10% additional short-term for guests
<i>Residential with attached garage</i>	2	
<i>Office</i>	2	1 per 5,000 sq. ft. of gross floor area;
<i>Research and Development</i>	2	Minimum two spaces for Office and Research Development:
<i>Retail</i>	2.5	80% for long-term ² and 20% for short-term ²
<i>Banks and financial institutions</i>	2.5	
<i>Eating and drinking establishments</i>	2.5	For all other commercial uses:
<i>Personal services</i>	2.5	20% for long-term ² and 80% for short-term ²
<i>Private recreation</i>	2.5	
<i>Child care center</i>	2.5	
<i>Public parking lot or structure</i>		One space per 20 vehicle spaces
<i>Other</i>	At Public Works Director or designee's discretion	At Public Works Director or designee's discretion

¹ The Administrative, Professional and Research, Special district is only applicable to parcels and project sites predominantly within one-half mile of a major transit stop as defined in

California Public Resources Code section 21064.3. In Menlo Park, a major transit stop means an existing rail transit station or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. A project site that qualifies as a TOD would be exempt from the City's minimum parking requirement per the requirements of Assembly Bill (AB) 2097.

² Long-term parking is for use over several hours or overnight, typically used by employees and residents. Short-term parking is considered visitor parking for use from several minutes to up to a couple of hours.

- (1) Parking spaces shall be unbundled from the price of residential units such that parking is sold or rented separately, except in cases where parking is physically connected to only one (1) unit. However, the planning commission may grant an exception from this requirement for projects which include financing for affordable housing that requires that costs for parking and housing be bundled together.
- (2) Parking facilities may be shared at the discretion of the City's Public Works Director or designee if multiple uses cooperatively establish and operate the facilities, if these uses generate parking demands primarily during different hours than the remaining uses, and if a sufficient number of spaces are provided to meet the maximum cumulative parking demand of the participating uses at any time. An individual development proposal may incorporate a shared parking study to account for the mixture of uses, either on-site or within a reasonable distance. The shared parking supply would be subject to review and approval based on the proposed uses, specific design and site conditions. Project applicants may also be allowed to meet the minimum parking requirements through the use of nearby off-site facilities at the discretion of the Public Works Director or designee.

16.35.070 Transportation demand management.

New construction and additions to an existing building involving ten thousand (10,000) or more square feet of gross floor area, or a change of use of ten thousand (10,000) or more square feet of gross floor area shall develop a Transportation Demand Management (TDM) plan necessary to reduce associated vehicle trips to at least thirty-five percent (35%) below standard generation rates for uses on the project site. Each individual applicant will prepare its own TDM plan and provide an analysis to the satisfaction of the City's Public Works Director or designee of the impact of that TDM program.

- (1) Eligible TDM measures may include but are not limited to:
 - (A) Participation in a local Transportation Management Association (TMA) that provides documented, ongoing support for alternative commute programs;
 - (B) Appropriately located transit shelter(s);
 - (C) Preferred parking for carpools or vanpools;
 - (D) Designated parking for car-share vehicles;
 - (E) Requiring drivers to pay directly for using parking facilities;
 - (F) Public and/or private bike share program;
 - (G) Provision or subsidy of carpool, vanpool, shuttle, or bus service, including transit passes for site occupants;
 - (H) Required alternative work schedules and/or telecommuting;

- (I) Passenger loading zones for carpools and vanpools at main building entrance;
 - (J) Safe, well-lit, accessible, and direct route to the nearest transit or shuttle stop or dedicated, fully accessible bicycle and pedestrian trail;
 - (K) Car share membership for employees or residents;
 - (L) Emergency Ride Home programs;
 - (M) Green Trip Certification.
- (2) Measures receiving TDM credit shall be:
- (A) Documented in a TDM plan developed specifically for each project and noted on project site plans, if and as appropriate;
 - (B) Guaranteed to achieve the intended reduction over the life of the development, as evidenced by annual reporting provided to the satisfaction of the City's Public Works Director or designee;
 - (C) Required to be replaced by appropriate substitute measures if unable to achieve intended trip reduction in any reporting year;
 - (D) Administered by a representative whose updated contact information is provided to the Public Works Director or designee.

16.35.080 Open Space.

All development in the Administrative, Professional and Research, Special district shall provide a minimum amount of open space equal to thirty percent (30%) of the total lot area, with a minimum amount of publicly accessible open space equal to fifty percent (50%) of the total required open space area.

- (1) Publicly accessible open space consists of areas unobstructed by fully enclosed structures with a mixture of landscaping and hardscape that provides seating and places to rest, places for gathering, passive and/or active recreation, pedestrian circulation, or other similar use as determined by the Planning Commission. Publicly accessible open space types include, but are not limited to paseos, pathways, plazas, forecourts and entryways, and outdoor dining areas. Publicly accessible open space must:
 - (A) Contain site furnishings, art, or landscaping;
 - (B) Be on the ground floor or podium level;
 - (C) Be at least partially visible from a public right-of-way such as a street or paseo;
 - (D) Have a direct, accessible pedestrian connection to a public right-of-way or easement.
- (2) Quasi-public and private open spaces, which may or may not be accessible to the public, include patios, balconies, roof terraces, and courtyards.
- (3) Residential Open Space.
 - (A) Residential developments shall have a minimum of one hundred (100) square feet of open space per unit created as common open space or a minimum of eighty (80) square feet of open space per unit created as private open space, where

private open space shall have a minimum dimension of six (6) feet by six (6) feet. In case of a mix of private and common open space, such common open space shall be provided at a ratio equal to one and one-quarter (1.25) square feet for each one (1) square foot of private open space that is not provided.

- (B) Depending on the number of dwelling units, additional common open space shall be provided to meet the following criteria:
 - (i) Ten (10) to fifty (50) units: minimum of one (1) space, twenty (20) feet minimum dimension (four hundred (400) sf total, minimum).
 - (ii) Fifty-one (51) to one hundred (100) units: minimum of one (1) space, thirty (30) feet minimum dimension (nine hundred (900) sf total, minimum).
 - (iii) One hundred one (101) or more units: minimum of one (1) space, forty (40) feet minimum dimension (one thousand six hundred (1,600) sf total, minimum).
- (C) Residential open space shall be counted toward the required open space (30%) and, as applicable, shall be counted toward the minimum required publicly accessible open space.

(4) All open spaces shall:

- (A) Interface with adjacent buildings via direct connections through doors, windows, and entryways;
- (B) Be integrated as part of building modulation and articulation to enhance building façade and should be sited and designed to be appropriate for the size of the development and accommodate different activities, groups and both active and passive uses;
- (C) For at-grade open spaces, incorporate landscaping design that includes:
 - (i) Sustainable stormwater features;
 - (ii) A minimum landscaping bed no less than three (3) feet in length or width and five (5) feet in depth for infiltration planting;
 - (iii) Native species able to grow to their maximum size without shearing.

(5) All exterior landscaping counts towards open space requirements.

16.35.090 Nonresidential design standards.

All nonresidential design standards shall be set by a project-specific conditional development permit. The conditional development permit shall identify standards for, but not limited to, building relationship to the street, building mass and scale, building modulations and projections, exterior materials, building design, access and parking, and lighting.

16.35.100 Residential mixed-use design standards.

All residential and mixed-use design standards shall be set by a project-specific conditional development permit. The conditional development permit shall identify standards for, but not limited to, building relationship to the street, building mass and scale, building

profile and stepbacks, building modulations and projections, exterior materials, building design, forms, and architecture, access and parking, and lighting.

16.35.110 Green and sustainable building.

In addition to meeting all applicable regulations specified in Municipal Code Title 12 (Buildings and Construction), the following provisions shall apply to projects. Implementation of these provisions may be subject to separate discretionary review and environmental review pursuant to the California Environmental Quality Act.

(1) Green building.

(A) Any new construction, addition or alteration of a building shall be required to comply with table 16.35.110(1)(B).

(2) Energy.

(A) For all new construction, the project will meet one hundred percent (100%) of energy demand (electricity and natural gas) through any combination of the following measures:

- (i) On-site energy generation;
- (ii) Purchase of one hundred percent (100%) renewable electricity through Peninsula Clean Energy or Pacific Gas and Electric Company in an amount equal to the annual energy demand of the project;
- (iii) Purchase and installation of local renewable energy generation within the City of Menlo Park in an amount equal to the annual energy demand of the project;
- (iv) Purchase of certified renewable energy credits and/or certified renewable energy off-sets annually in an amount equal to the annual energy demand of the project.

If a local amendment to the California Energy Code is approved by the California Energy Commission (CEC), the following provision becomes mandatory:

The project will meet one hundred percent (100%) of energy demand (electricity and natural gas) through a minimum of 30% of the maximum feasible on-site energy generation, as determined by an On-Site Renewable Energy Feasibility Study and any combination of measures ii to iv above. The On-Site Renewable Energy Feasibility Study shall demonstrate the following cases at a minimum: 1. Maximum on-site generation potential. 2. Solar feasibility for roof and parking areas (excluding roof mounted HVAC equipment). 3. Maximum solar generation potential solely on the roof area.

(B) Alterations and/or additions of 10,000 square feet or larger where the building owner elects to update the core and shell through the option presented in table 16.35.110(2)(B):

The project will meet one hundred percent (100%) of energy demand (electricity and natural gas) through any combination of measures i to iv listed in 16.35.110(2)(A).

TABLE 16.35.110(2)(B) GREEN BUILDING REQUIREMENTS

Green Building Requirement	NEW CONSTRUCTION			ADDITIONS AND/OR ALTERATIONS		
	10,000 sq. ft.— 25,000 sq. ft.	25,001 sq. ft.— 100,000 sq. ft.	100,001 sq. ft. and above	1 sq. ft.—9,999 sq. ft. of conditioned area, volume or size	10,000 sq. ft.— 25,000 sq. ft. of conditioned area, volume or size ³	25,001 sq. ft. and above of conditioned area, volume or size ³
Green Building	Certified LEED Silver BD+C ¹	Certified LEED Silver BD+C ¹	Certified LEED Gold BD+C ¹	CALGreen mandatory	Certified LEED Silver ID+C1 or update core and shell of entire building to current California Energy Code ² and meet Section 16.35.110(2)(B)	Certified LEED Gold ID+C1 or update core and shell of entire building to current California Energy Code ² and meet Section 16.35.110(2)(B)
Electric Vehicle (EV) Charging Spaces	The electric vehicle charging spaces requirements in Section 16.72.010 apply.					
Energy Reporting	Enroll in EPA Energy Star Building Portfolio Manager and submit documentation of compliance as required by the city	Enroll in EPA Energy Star Building Portfolio Manager and submit documentation of compliance as required by the city	Enroll in EPA Energy Star Building Portfolio Manager and submit documentation of compliance as required by the city	Enroll in EPA Energy Star Building Portfolio Manager and submit documentation of compliance as required by the city	Enroll in EPA Energy Star Building Portfolio Manager and submit documentation of compliance as required by the city	Enroll in EPA Energy Star Building Portfolio Manager and submit documentation of compliance as required by the city

1 Applicable projects are required to be LEED certified: (a) applicant must submit appropriate LEED checklist and verifying cover letter from a project LEED AP with the project application and (b) applicant must complete all applicable LEED certification documents prior to approval of the final inspection. The Community Development Director may authorize the use of an alternate LEED rating system based on substantial evidence that the alternate LEED rating system is more appropriate for the proposed project.

2 Building owners may choose to have additions and/or alterations follow the LEED ID+C path, or alternatively, building owners may upgrade the entire existing building's core and shell to the current California Energy Code standards and follow the city's requirements listed in Section 16.35.110(2)(B). If the building owner chooses to upgrade the entire building's core and shell to current California Energy Code standards, additions and alterations of that building will be exempt from the LEED ID+C requirement for three (3) code update cycles beginning with the upgrade cycle and ending with the two (2) cycles following the upgrade cycle. If this option is selected by the applicant, the building owner must upgrade to the Energy Code in effect at the time of the first building permit application for interior alteration and/or additions. Building permits for the core and shell upgrade must be initiated and satisfactory progress must be made on the core and shell upgrade project before occupancy for the additions and/or alterations shall be granted by the city's building department. If the building owner fails to complete these core and shell upgrades within one (1) year of permit initiation, or receive a written letter from the community development director or his/her designee extending the deadline, the building owner shall be subject to typical permit violation penalties, including but not limited to stop work orders on any construction on the subject property, fines, and legal action.

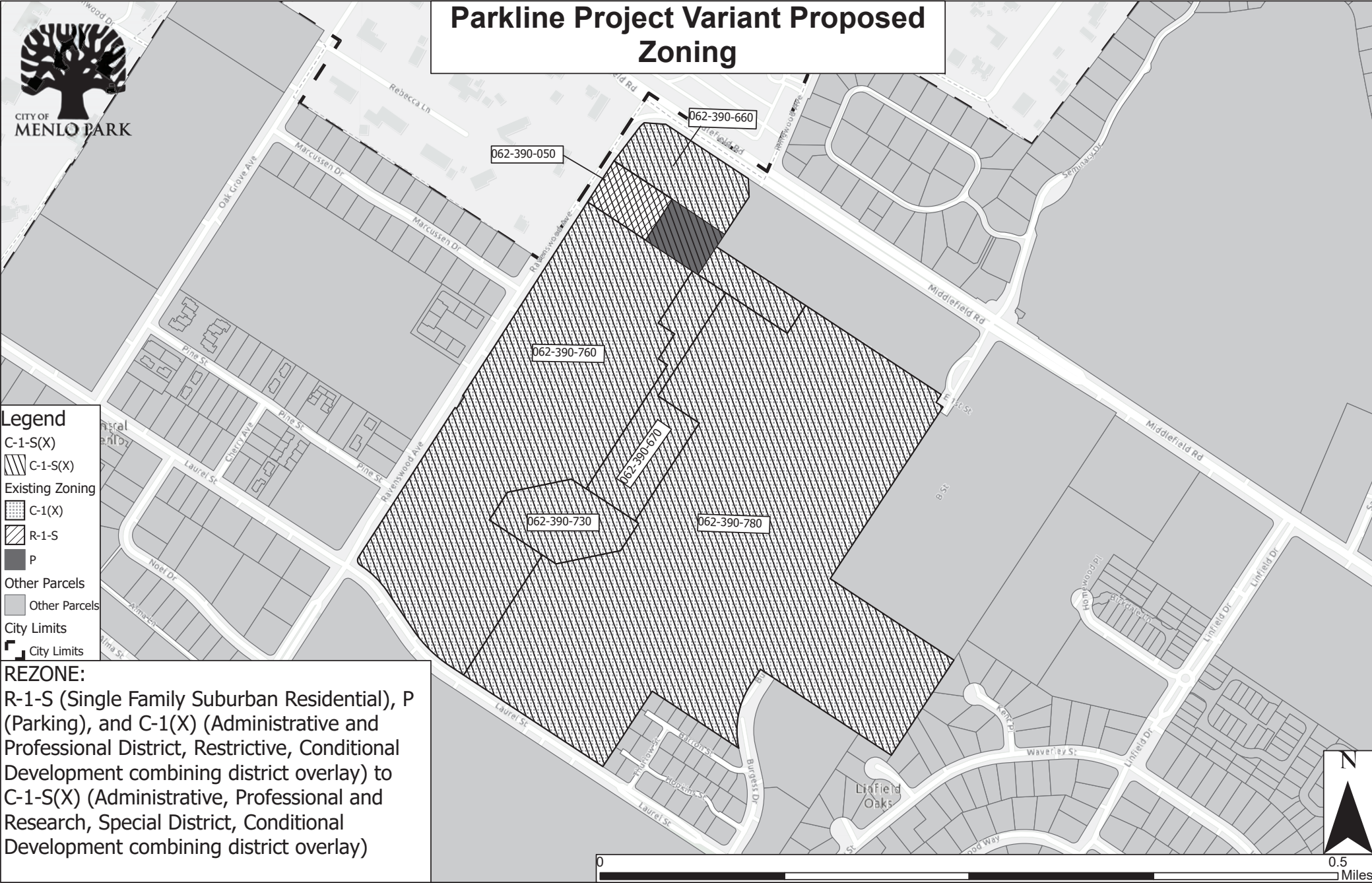
3 If over a period of five (5) years (or sixty (60) months) the subject property makes smaller additions and/or alterations that cumulatively equal or exceed the trigger square footage listed above (i.e., ten thousand (10,000) square feet or twenty-five thousand one (25,001) square feet), the subject property shall be required to comply with the green and sustainable building requirements of this table.

(3) Water use efficiency and recycled water.

- (A) Single pass cooling systems shall be prohibited in all new buildings.
- (B) All new buildings shall be built and maintained without the use of well water.
- (C) Applicants for a new building more than one hundred thousand (100,000) square feet of gross floor area shall prepare and submit a proposed water budget and accompanying calculations following the methodology approved by the City. For all new buildings two hundred and fifty (250,000) square feet or more in gross floor area, the water budget shall account for the potable water demand reduction resulting from the use of an alternative water source for all City approved non-potable applications. The water budget and calculations shall be reviewed and approved by the City's Public Works Director prior to certification of occupancy. Twelve (12) months after the date of the certification of occupancy, the building owner shall submit data and information sufficient to allow the City to compare the actual water use to the allocation in the approved water budget. In the event that actual water consumption exceeds the water budget, a water conservation program, as approved by the City's Public Works Director, shall be implemented. Twelve (12) months after City approval of the water conservation program, the building owner shall submit data and information sufficient to allow the City to determine compliance with the conservation program. If water consumption exceeds the budgeted amount, the City's Public Works Director may prohibit the use of water for irrigation or enforce compliance as an infraction pursuant to Chapter 1.12 of the Municipal Code until compliance with the water budget is achieved.
- (D) All new buildings shall be dual plumbed for the internal use of recycled water.
- (E) All new buildings two hundred and fifty (250,000) square feet or more in gross floor area shall use an alternate water source for all City approved non-potable applications. An alternative water source may include, but is not limited to, treated non-potable water such as graywater. An Alternate Water Source Assessment shall be submitted that describes the alternative water source and proposed non-potable application. Approval of the Alternate Water Source Assessment, the alternative water source and its proposed uses shall be approved by the City's Public Works Director and Community Development Director. If the Menlo Park Municipal Water District has not designated a Recycled Water Purveyor and/or municipal recycled water source is not available prior to planning project approval, applicants may propose conservation measures to meet the requirements of this section subject to approval of the City Council. The conservation measures shall achieve a reduction in potable water use equivalent to the projected demand of City approved non-potable applications, but in no case shall the reduction be less than 30 percent compared to the water budget in Section C. The conservation measures may include on-site measures, off-site measures or a combination thereof.
- (F) Potable water shall not be used for dust control on construction projects.
- (G) Potable water shall not be used for decorative features, unless the water recirculates.

(4) Hazard mitigation and sea level rise resiliency (if located in a FEMA flood zone).

- (A) The first floor elevation of all new buildings shall be twenty-four (24) inches above the Federal Emergency Management Agency base flood elevation (BFE) to account for sea level rise. Where no BFE exists, the first floor (bottom of floor beams) elevation shall be twenty-four (24) inches above the existing grade. The building design and protective measures shall not create adverse impacts on adjacent sites as determined by the City.
 - (B) Prior to building permit issuance, all new buildings shall pay any required fee or proportionate fair share for the funding of sea level rise projects, if applicable.
- (5) Waste management.
- (A) Applicants shall submit a zero-waste management plan to the City, which will cover how the applicant plans to minimize waste to landfill and incineration in accordance with all applicable state and local regulations. Applicants shall show in their zero-waste plan how they will reduce, recycle and compost wastes from the demolition, construction and occupancy phases of the building. For the purposes of this ordinance, Zero Waste is defined as ninety percent (90%) overall diversion of non-hazardous materials from landfill and incineration, wherein discarded materials are reduced, reused, recycled, or composted. Zero Waste plan elements shall include the property owner's assessment of the types of waste to be generated during demolition, construction and occupancy, and a plan to collect, sort and transport materials to uses other than landfill and incineration.
- (6) Bird-friendly design.
- (A) No more than ten percent (10%) of façade surface area shall have non-bird-friendly glazing.
 - (B) Bird-friendly glazing includes, but is not limited to opaque glass, covering the outside surface of clear glass with patterns, paned glass with fenestration, frit or etching patterns, and external screens over non-reflective glass. Highly reflective glass is not permitted.
 - (C) Occupancy sensors or other switch control devices shall be installed on non-emergency lights and shall be programmed to shut off during non-work hours and between 10 PM and sunrise.
 - (D) Placement of buildings shall avoid the potential funneling of flight paths towards a building façade.
 - (E) Glass skyways or walkways, freestanding (see-through) glass walls and handrails, and transparent building corners shall not be allowed.
 - (F) Transparent glass shall not be allowed at the rooflines of buildings, including in conjunction with roof decks, patios and green roofs.
 - (G) Use of rodenticides shall not be allowed.
 - (H) A project may receive a waiver from one or more of the items in (A) to (F) listed above, subject to the submittal of a site specific evaluation from a qualified biologist and review and approval by the Planning Commission.



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

NOTICE OF TERMS AND CONDITIONS OF
CONDITIONAL DEVELOPMENT PERMIT

NOTICE IS HEREBY GIVEN that the CITY OF MENLO PARK has issued a Conditional Development Permit to the undersigned on certain terms and conditions as outlined in the Conditional Development Permit, attached hereto as Exhibit A and made a part hereof, for the property described in Exhibit A of the Conditional Development Permit attached hereto and made a part hereof.

Dated: October ____, 2025

LPGS Menlo, LLC

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

) ss:

COUNTY OF SAN MATEO)

On October_____, 2025, before me, _____, Notary Public personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

Exhibit A

Conditional Development Permit

**CONDITIONAL DEVELOPMENT PERMIT (“CDP”)
PARKLINE MASTER PLAN PROJECT**

1. GENERAL INFORMATION

- 1.1. Applicant: LPGS Menlo, LLC, a Delaware limited liability company or its successors or assigns (“Applicant”).
- 1.2. Project Description: General Plan Text and General Plan Map Amendment, Zoning Ordinance Text and Map Amendment, Rezoning, Conditional Development Permit, Vesting Tentative Subdivision Map, Heritage Tree Removal Permits, Parkline Transportation Demand Management (TDM) Plan, Parkline Project Wide Affordable Housing Agreement, and Development Agreement to demolish two buildings at 201 Ravenswood Avenue and approximately 1.1 million square feet (SF) within 35 buildings at 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, decommission an existing 6-megawatt natural gas power plant, and retain three existing buildings (Buildings P, S and T of approximately 286,730 SF) for the continued operation of the Property Owner, SRI, International (“SRI”), and construct:
 1. Six hundred and forty-six (646) residential dwelling units, comprised of 46 townhome-style units in two components (referred to as TH1 with 19 detached units and TH2 with 27 attached units in multiple buildings) and 600 apartments in two multifamily buildings (referred to as Buildings R1 and R2 with up to 300 units each), with seven rental BMR units affordable to low-income or low-income equivalent households or seven for sale below market rate (BMR) units affordable to moderate income households within TH1 and TH2, and 90 rental BMR units affordable to low-income or low-income equivalent households in R1 and R2;
 2. Up to 154 residential dwelling units on an approximately 1.6-acre portion of land, referred to as Building R3, for the future construction of a 100% affordable housing development project and a small retail or community serving space within the development;
 3. A maximum of 925,000 SF of office and research and development (R&D) space, inclusive of Buildings P, S, and T, and up to 75,000 SF of commercial amenity or commercial/retail uses;
 4. Up to five office/R&D buildings, a new commercial amenity building (approximately 40,000 SF) with a publicly-accessible food and beverage space and three parking structures;
 5. An approximately 2.6-acre public park along Ravenswood Avenue, dedicated to and built and operated by the City of Menlo Park, with the potential for the city to locate a 2-3 million gallon below-grade emergency water storage reservoir and well below it; and
 6. Minimum of 29 acres of open space at full buildout, including a minimum of 12 acres of publicly accessible open space, inclusive of parkland dedicated to the City of Menlo Park.

The above elements are collectively referred to as “**Project**”.

- 1.3. Project Site: The project site consists of approximately 64 acres identified by the Assessor’s Parcel Numbers listed in Section 1.4 herein, and generally is bounded by Laurel Street to the west, Ravenswood Avenue to the north, Middlefield Road to the east and Seminary Drive, Burgess Drive and the former USGS campus site to the south (“Project Site”). The existing project site is described in the legal description in Exhibit A attached hereto and shown on Exhibit B attached hereto. Upon the recordation of the City’s acceptance of the Irrevocable Offer To Dedicate the Park Parcel provided in Section 4.1A of the Development Agreement, the Park Parcel shall no longer be included in the Project Site and shall no longer be subject to this CDP.
- 1.4. Assessor’s Parcel Numbers: 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780, and 062-390-050
- 1.5. Property Owner(s): SRI International (“SRI”) and First Church of Christ, Scientist, Menlo Park, a California non-profit corporation, or their successors or assigns.
- 1.6. Zoning: C-1-S-X (Administrative, Professional and Research, Special, Conditional Development)
- 1.7. Conditions Precedent:
 - 1.7.1. Applicant’s and Property Owner’s obligations set forth herein are expressly conditioned on the resolution of all referendums and legal challenges, if any, to the Project’s entitlements. Notwithstanding any referendums and legal challenges, Applicant’s or Property Owner’s obligations as set forth herein are expressly conditioned on Applicant’s or Property’s Owner’s election, in their sole discretion, to commence construction of the Project.
 - 1.7.2. That portion of the Project Site owned by SRI, comprising Assessor Parcel Numbers 062-390-660, 062-390-670, 062-390-730, 062-390-760, and 062-390-780 (the “SRI Site”), is currently governed by a conditional development permit adopted by the City Council (“City Council”) of the City of Menlo Park in 1975, as amended by the City Council in 1978, September 9, 1997, and November 30, 2004 (the “SRI CDP”). As provided below in Section 6, this Conditional Development Permit for the Parkline Master Plan Project (“CDP”) shall be recorded in the Official Records of the County of San Mateo, State of California, and shall become effective in accordance with the ordinance adopted by the City Council approving the CDP. Upon the commencement of any work on any portion of the Project Site, or off-site, in reliance on any permit or approval issued or granted by City related to the development or construction of the Project, the CDP shall thereafter solely govern and control the terms and conditions relating to use of or development of the Project Site and the SRI CDP shall thereby be rescinded, terminated and of no further force or effect regarding the use of or development of the SRI Site.

2. PROJECT PLANS AND DEVELOPMENT STANDARDS

2.1 Project Plans:

- 2.1.1 Development of the Project shall substantially conform with the Parkline Master Plan plans submitted by Applicant dated June 26, 2025, consisting of 159 plan sheets, recommended for approval by the Planning Commission on August 25, 2025, and approved by the City Council on October 7, 2025 (**“Project Plans”**), except as modified by the conditions contained herein and/or in accordance with Section 7 (Changes) of this CDP.
- 2.1.2 Attached as Exhibit C is a glossary of technical reports and documents supporting implementation of this CDP.
- 2.1.3 Prior to the issuance of building permits for each building in the Project, and in accordance with Section 7, below, Applicant shall submit architectural control plans (ACPs) for the building/site for review and approval by the Planning Commission in accordance with Menlo Park Municipal Code (MPMC) Section 16.68.020. As part of the architectural control review, the Applicant shall submit materials to document compliance for each ACP with the requirements set forth in this CDP. The form of documentation shall be subject to reasonable review and approval by the Community Development Director.

2.2 Definitions: As used in this CDP and the Project Plans:

- 2.2.1 **“Parkline Development Regulations and Design Standards”**. The Parkline Development Regulations and Design Standards (commonly referred to as “Design Standards”) (Exhibit D) are objective regulations/design standards that the Parkline Master Plan Project must meet unless a requested modification is approved through a use permit during the architectural control review process. Unless otherwise noted in the Design Standards or elsewhere in this CDP, the regulations of the MPMC and more specifically, the C-1-S zoning district apply.
- 2.2.2 **“Conceptual Plans”**. Items labeled as Conceptual Plans are intended to convey the general vision and design intent of the Project, while allowing flexibility in interpretation and implementation. Conceptual Plans serve as guidelines for general orientation and organization of land uses and transportation and open space networks, general scale and massing of development, and overall architectural themes. All ACPs should be materially consistent with the vision and design intent conveyed by Conceptual Plans but need not comply with the specific details.
- 2.2.3 **“Illustrative Plans and Renderings”**. Items labeled as Illustrative Plans and Renderings depict one possible example of development that would substantially conform with the Design Standards and be materially consistent with the vision and design intent conveyed by the Conceptual Plans. Illustrative Plans and Renderings are not determinative of the ultimate configuration, building orientation, massing, architectural and landscaping details, parking design, etc. ACPs may vary from these depictions.

- 2.2.4 **“Architectural Control Plan” (“ACP”).** ACPs provide architectural drawings of the proposed building or structure, proposed landscaping or other treatment of grounds around such building or structure, and proposed design of, and access to, required parking facilities, in accordance with Municipal Code Section 16.68.020. ACPs should generally include site plans, floor plans, elevations, square footage diagrams, height calculations, color and materials, etc. Each ACP shall include adjacent open space and pathways, unless an alternate approach is determined by the Community Development Director (e.g., open space specific ACPs). The ACPs shall comply with the City’s Application Submittal Guidelines. All ACPs shall conform to the Design Standards, and be materially consistent with the vision and design intent conveyed by the Conceptual Plans, and/or Changes granted in accordance with Section 7 herein.
- 2.2.5 **“Square footage” or “sf”** shall have the same meaning as the definition of Gross Floor Area (16.04.325) of the Zoning Ordinance.
- 2.2.6 **Project phasing.** The following defines the conceptual phasing for the Project.

“Phase 1A”. Project Site improvements under Phase 1A encompass structure demolition, surface improvements, and utility improvements to allow for Buildings R1 and R2, the two residential apartment buildings. Specifically, Phase 1A would include:

- a. Demolition of all structures shown on the Phase 1A demolition plan (Sheet C12.3 of the vesting tentative map).
- b. Construction of a portion of the Loop Road between Buildings R1 and R2 and the future site for Townhomes 1, and the existing Building P to existing building S and T to the south. Associated surface improvements include an interim parking lot for SRI (Sheet C12.0 of the vesting tentative map).
- c. Street improvements along Laurel Street and a portion of Ravenswood Avenue, including intersection upgrades, utility connections, a stub and plug for a future recycled water connection new driveway approaches, new curb, gutter, and sidewalk, and a new crosswalk at Pine Street (Sheet C12.0 of the vesting tentative map).

“Phase 1B”. Project Site improvements under Phase 1B encompass structure demolition, surface improvements, and utility improvements to allow for the 100% affordable building (R3), Townhomes 1, Townhomes 2, and the public park. Specifically, Phase 1B would include:

- a. Construction of the Loop Road adjacent to the Ravenswood Parklet, towards Middlefield Road, necessary traffic connections to Ravenswood Avenue at two locations, and the Ringwood Avenue intersection.
- b. Street improvements along Ravenswood Avenue, Middlefield Road, and Laurel Street including utility upgrades, the recycled water connection to the future West Bay Sanitary District line, intersection upgrades at Ravenswood Avenue/Middlefield Road and Ringwood Avenue/Middlefield

Road, curb, gutter, sidewalk installation, storm drain connections, new street lighting, landscaping, and new drive approaches.

“Phase 2”. Phase 2 construction would encompass the construction of the office/R&D buildings, the office amenity building, and the three parking structures. Specifically, Phase 2 would include:

- a. Site improvements including utilities under the remaining Loop Road, sidewalks, permanent street lighting, bioretention ponds, bike and walking paths, and landscaping of the adjacent structures, as well as the “Parkline Central Commons.”
- b. Offsite improvements at the Seminary Drive intersection including construction of forced-turn islands, grind and overlay, signal modifications, and restriping. Work would also include the intersection at Durham and Willow.

“Phase 3.” Vertical construction of the 100% affordable building may occur in a third phase or earlier.

2.3 Development Standards

- 2.3.1 Parkline Development Regulations and Design Standards (Exhibit D) (“Design Standards”) shall generally regulate the following aspects of individual buildings within the Project: setbacks, massing and modulation, relationship to streets and public spaces, materials. All future buildings and site features shall comply with the Design Standards, subject to any approved modifications through a use permit. If a development standard is not identified in Section 2.3 of the CDP, the applicable MPMC requirement shall apply.
- 2.3.2 Dwelling Units shall not exceed a total of 800 units (or 12.5 dwelling units per acre total), consisting of up to the following:
 - a. 600 multi-family dwelling units (including 90 BMR rental units);
 - b. 46 attached and detached townhome style units (including 7 BMR rental or ownership units); and
 - c. 154 BMR units in a standalone 100% affordable building.
- 2.3.3 Maximum building square footage shall not exceed 1,000,000 square feet for non-residential uses, including existing Buildings P, S and T comprising 287,000 square feet to remain. Non-residential square footage shall comply with the following:
 - a. Square footage shall be calculated in accordance MPMC Section 16.04.325 (Gross floor area); and
 - b. Maximum commercial amenity and commercial/retail square footage (e.g., retail sales establishments and eating establishments) shall not exceed 75,000 square feet.
- 2.3.4 Building heights shall generally conform to the maximum heights provided on Sheet G3.03 of the Project Plans and not exceed the maximum heights permitted by the Design Standards (Exhibit D).

- 2.3.4.1 Buildings R1 and R2 shall conform to the varied building heights as depicted for the building on Sheet G3.03 of the Project Plans.
- 2.3.4.2 Parking Garage 3 (“PG3”), which is adjacent to the Burgess Classics community, shall not exceed three (3) stories and 50 feet in height.
- 2.3.5 Parking shall be provided in accordance with the general locations set forth on Sheet G4.02 of the Project Plans and parking ratios shall be in compliance with MPMC Section 16.35.060, and subject to modifications identified in the Design Standards (Exhibit D).
 - 2.3.5.1 The parking for non-residential uses shall be developed concurrently with the amount of non-residential square footage and the amount of parking provided shall not exceed the maximum parking ratio set by the Zoning Ordinance or Design Standards for the specific land use. Interim exceedances during phased construction may be permitted subject to review and determination by the Public Works Director.
 - 2.3.5.2 PG3 shall be reserved for non-residential parking only.
 - 2.3.5.3 Any facade of PG3 that directly faces the Burgess Classics residential community shall incorporate an opaque façade treatment or alternative design solution that achieves equivalent or superior screening effectiveness, as determined during architectural control review by the Planning Commission pursuant to Section 7.1.4.
- 2.3.6 Open Space shall be provided in accordance with the standards set forth in the Design Standards (Exhibit D) and the Conceptual Open Space Plan on Sheet G3.04 of the Project Plans. The Project shall provide a minimum of 29 acres of open space at full build out, with a minimum of 12 acres of publicly accessible open space, inclusive of dedicated parkland acreage to the City.
 - 2.3.6.1 Publicly accessible open space shall be consistent with the public access easements shown on Sheet C3.3. Areas of landscaping adjacent to pathways that are included in the calculation of publicly accessible open space shall be included within a public access easement or use agreement, subject to review and approval of the Public Works Director.
- 2.3.7 Roof Mounted Equipment except photovoltaic or solar panels, shall be fully screened and integrated into the design of the building consistent with the Design Standards and MPMC Section 16.08.095, and shall also comply with the noise requirements of that same section.
- 2.3.8 Ground Mounted Equipment shall be screened and integrated into the site design per the Design Standards and subject to the satisfaction of the Planning Division. The ground mounted equipment shall comply with the noise requirements in MPMC 8.06 (Noise).

2.3.9 Building Setbacks shall be measured pursuant to the Design Standards (Exhibit D).

2.3.10 Developer shall install and maintain a solid fence of no more than 10 feet in height along any shared property line with the Burgess Classics residential community. The fence shall be constructed of durable materials (e.g., wood, masonry, or composite) designed to provide both security and visual screening. Final fence design, materials, and placement shall be reviewed through the architectural control review process. Alternative fencing or landscape screening measures that provide equivalent or superior security and screening results may be approved as part of the architectural control review process pursuant to Section 7.1.4.

3. USES AND EXISTING STRUCTURES

3.1 Permitted uses on the Project Site: The following uses are permitted on the Project Site pursuant to this CDP without the need for further administrative, special, or conditional use permits:

3.1.1 Existing Uses and Structures

3.1.1.1 Notwithstanding the rezoning of the Project Site and adoption of this CDP, existing structures and the uses therein that remain, and supporting accessory uses on the Project Site, shall not be considered nonconforming, with the exception of Bio-safety level (BSL)-3 capable labs as noted in Section 3.1.1.2, and may continue (including after any period of discontinuance and without amortization) and be maintained, repaired, altered, and restored if destroyed by catastrophe, subject to any applicable procedural review provisions of the Zoning Ordinance not contained in Chapter 16.80 and provided there is no increase in square footage. Existing use permits and architectural control permits related to Buildings P, S and T and the uses therein, excepting BSL-3 capable labs as noted in Section 3.1.1.2, shall remain valid until demolition (whole or partial) of Buildings P, S or T occurs; and

3.1.1.2 Existing BSL-3 capable labs within the existing Buildings P and T (SRI campus buildings) shall be eliminated no later than January 1, 2027 for Building T, and no later than the issuance of the First Certificate of Occupancy for the first residential component of the Project for Building P.

3.1.2 Multiple dwellings, Two-family dwellings or duplexes, Single-family dwellings, Accessory dwellings;

3.1.3 Research and development and accessory uses (light industrial and manufacturing are not permitted), except when requiring hazardous material review. (New or expanded BSL-3 and BSL-4 capable labs are not permitted on the Project Site.);

3.1.4 Administrative and professional offices and accessory uses;

- 3.1.5 Retail sales establishments, excluding the sale of beer, wine and alcohol;
- 3.1.6 Eating establishments, excluding the sale of beer, wine and alcohol, live entertainment, and/or establishments that are portable. For purposes of this use designation, an eating establishment is primarily engaged in serving prepared food for consumption on or off the premises;
- 3.1.7 Personal services, excluding tattooing, piercing, palm-reading, or similar services;
- 3.1.8 All public facilities used and operated for government purposes by the City of Menlo Park, the county of San Mateo, any public school district, the state of California, and the government of the United States;
- 3.1.9 Emergency generators and associated use and storage of diesel fuel for up to 13 generators on the Project Site in accordance with Sheet G3.07 of the Project Plans and the hazardous materials information forms, generator supplemental forms and agency referral forms;
- 3.1.10 Special events including but not limited to farmers' markets, movie nights, concerts, community block parties, and food trucks, provided the activities comply with Chapter 8.06 (Noise) of the MPMC, and provided that such events that require the use of City public services (e.g. police monitoring or control, street closure, traffic control, parking needs that will exceed capacity of the venue, or interfere with normal use and operation of right-of-ways for travel) require a special event permit per Chapter 8.60 of the MPMC;
- 3.1.11 Parking structures, above and below-grade;
- 3.1.12 Accessory buildings and uses; and
- 3.1.13 Other uses determined by the Community Development Director to be similar and compatible uses based on the following criteria:
 - a. The activities involved in or equipment or materials employed in the use are the same or substantially similar to the uses expressly authorized by this CDP;
 - b. The use is compatible with surrounding uses; and
 - c. The use is consistent with the stated purpose of this CDP.
- 3.2 Administratively permitted uses on the Project Site: All administratively permitted uses listed in C-1-S zoning district, and not specifically authorized by Section 3.1, are permitted with an administrative permit.
- 3.3 Conditionally permitted uses on the Project Site: All Conditionally permitted uses listed in the C-1-S zoning district, and not specifically authorized by Section 3.1 herein, are permitted with a use permit.
- 3.4 Additional conditionally permitted uses on the Project Site:

3.4.1 Recreational facilities privately operated, twenty thousand (20,000) or less square feet of gross floor area.

- 3.5 BSL-3 and BSL-4 Use. New or expanded BSL-3 and BSL-4 capable labs are not permitted on the Project Site under any circumstance, neither as a permitted use nor as a conditionally permitted use.

4 PARKLINE DESIGN STANDARDS AND MODIFICATIONS TO C-1-S DISTRICT

- 4.1 The Design Standards (Exhibit D) regulate site development and include modifications to development regulations set forth in MPMC 16.35, including regulations such as lot size, building setbacks, building heights, and parking ratios.
- 4.2 Unless enumerated in this CDP or the Design Standards (Exhibit D), each building within the Project Site shall comply with the requirements of the C-1-S (Administrative, Professional and Research, Special) zoning district and other applicable sections of the MPMC. Where a standard or requirement in this CDP, including the Design Standards, is inconsistent with the MPMC, the regulation or standard in this CDP, including the Design Standards takes precedence.

5 SIGNS

- 5.1 The maximum sign area permitted at the Project Site shall not exceed 450 square feet unless a Master Sign Program is pursued and approved through the provisions outlined in 5.2 (Master Sign Program), in which case the maximum sign area permitted shall be as set forth in the Master Sign Program.
- 5.2 Master Sign Program. The Project shall comply with MPMC 16.92 or submit a project-specific Master Sign program which shall be subject to review and approval by the Planning Commission prior to installation of any onsite signage.
- 5.2.1 The Master Sign Program shall identify the maximum square footage of signage for each parcel/building and/or land uses within the project site and set design guidelines for signage.

6. RECORDATION AND EFFECTIVE DATE

- 6.1 The CDP shall be recorded in the Official Records of the County of San Mateo, State of California by the Applicant within thirty days of the effective date of the ordinance approving the CDP.
- 6.2 The CDP shall be in full force and effect on the effective date of the ordinance approving the CDP.

7. CHANGES TO CONDITIONAL DEVELOPMENT PERMIT

- 7.1 Changes to this CDP (including the Project Plans) shall be processed at the written request of the Applicant and the Property Owner upon submission of such requested

changes to the Community Development Department for review, and payment of all applicable processing fees, as follows:

- 7.1.1 Substantially Consistent Changes are made at the staff level and include any modifications that Applicant or Property Owner makes or proposes to make to this CDP (including the Project Plans) that are in substantial compliance with and/or substantially consistent with the Project based on the determination that the proposed change(s) is consistent with other building and design elements of the CDP, including the Design Standards, and will not have an adverse impact on the character and aesthetics of the Property. The determination as to whether a requested change is a Substantially Consistent Change will be made by the Community Development Director (in his/her reasonable discretion). Substantially Consistent Changes do not affect permitted uses, the density or intensity of uses, restrictions and requirements relating to subsequent discretionary actions, monetary obligations, or conditions or covenants limiting or restricting the use of the Property or similar material elements. The Community Development Director or his/her designee shall act on Substantially Consistent Changes administratively, without public notice or hearing.
- 7.1.2 Minor Changes are any modifications that Property Owner proposes to make to this CDP (including the Project Plans) that are approved administratively at the staff level, but with notice provided to the Planning Commission. The determination as to whether a requested change is a Minor Change is determined by the Community Development Director (in his/her reasonable discretion). A Minor Change is similar in nature to a Substantially Consistent Change, except that Minor Changes are more visible to the general public and result in minor exterior changes to the Project aesthetics (e.g. site layout, location of uses, etc.). Within seven days of receipt of the notice, any member of the Planning Commission may request that the item(s) be reviewed by the Planning Commission to determine whether the proposed changes qualify as a Minor Change. If the Planning Commission does not request review, the Community Development Director or his/her designee shall act on Minor Changes administratively.
- 7.1.3 Major Changes are any modifications that Property Owner proposes to make to this CDP (including the Project Plans) that do not constitute Substantially Consistent Changes or Minor Changes. Major Changes are reviewed by the Planning Commission as a Regular Business item, and publicly noticed. Major Changes include, but are not limited to, significant changes to the exterior appearance of the buildings or appearance of the Property, changes to the project plans (e.g. site access, roadway and pedestrian/bicycle infrastructure design, etc.), which are determined by the Community Development Director (in his/her reasonable discretion) to not constitute Substantially Consistent Changes or Minor Changes to the Conceptual Plans and this CDP. The Planning Commission's decision shall be based on the determination that the proposed modification is compatible with other building and design elements or onsite/offsite improvements of the Project and would not have an adverse impact on safety and/or the character and aesthetics of the Project Site. Planning Commission decisions on Major Changes may be

appealed to the City Council in which case the City Council shall have final authority to approve Major Changes.

- 7.1.4 Architectural Control Plans (ACPs) for future buildings and site features (e.g. publicly accessible open space, bike/ped paths) are required for each individual building/site. The Planning Commission shall review the ACPs through an architectural control application. The Applicant is required to submit an architectural control application and pay all applicable fees for the Planning Division's review of the proposed ACPs, subject to review and approval by the Planning Commission. The Planning Commission's action will be based on substantial conformance with this CDP, the Design Standards (which may be modified as part of the ACP process with Planning Commission approval of a use permit), and the required findings for architectural control, as enumerated in Chapter 16.68.020 (Architectural Control) of the Zoning Ordinance.
- 7.1.5 Amendments to this CDP (including the Project Plans) that involve material relaxation of the development standards identified in Section 2, material changes to the uses identified in Section 3, exceedance of the signage maximum square footages identified in the Master Sign Program pursuant to Section 5 (which shall only require approval by the Planning Commission but subject to appeal to the City Council), or material modifications to the conditions of approval identified in Sections 10 through 21 (in each case, other than changes deemed to be Substantially Consistent Changes pursuant to Section 7.1.1, Minor Changes pursuant to Section 7.1.2, or Major Changes pursuant to Section 7.1.3), constitute amendments to this CDP that require public hearings before the Planning Commission and City Council. Such revisions might also require modifications to the Project Plans and/or Parkline Development Agreement. Any application for amendment to the CDP shall be made by the Applicant or the Property Owner, in writing with all applicable plans and payment of applicable processing fees, to the Planning Division for review and recommendation by the Planning Commission at a public hearing. The Planning Commission shall forward its recommendation to the City Council for action on proposed amendment(s) to the CDP.

8 TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN

- 8.1 The Applicant shall implement the Parkline Transportation Demand Management (TDM) Plan (Exhibit E).
 - 8.1.1 Trip reductions: The Project shall reduce project trips a minimum of 35 percent below the gross Institute of Traffic Engineers (ITE) Trip Generation Rates for all residential (except detached dwelling units) and non-residential components of the Project per the requirements of MPMC 16.35.70.
 - 8.1.2 Monitoring: The Applicant or other responsible party (e.g., homeowner's association) shall comply with the Parkline TDM Monitoring Plan (Exhibit F), which requires annual monitoring. The Applicant or other responsible party shall document compliance with the trip reduction requirements of this CDP through the TDM Monitoring Plan in Exhibit F.

9. CONSTRUCTION PERMITS SEQUENCING:

- 9.1. The Applicant prepared conceptual phasing plans as part of the Conceptual Plans and Vesting Tentative Map. Those plans include a phased approach consisting of Phase 1A, Phase 1B (Phase 1A and 1B are collectively referred to as Phase 1 in the vesting tentative map), Phase 2, and Phase 3. The Project conditions reference these phases; however, at the election of the Applicant or Property Owner and upon approval of the City's Public Works and Community Development Directors, the specific construction phasing may be modified, provided all required infrastructure to serve each building is reviewed and approved by the City prior to building permit issuance and constructed prior to the granting of the first certificate of occupancy for any building within a particular phase. Further, any modifications to the phasing shall comply with the requirements set forth in the Development Agreement for the Project. This CDP generally references specific buildings but when a broader phase is referenced as the timing for a condition, the requirement shall need to be met prior to the granting of the first certificate of occupancy within that phase.
- 9.2. Site improvement plans shall be designed in conformance with the improvement plans identified as part of the Vesting Tentative Map and future final maps, as such maps may be amended or modified from time to time subject to approval of the Public Works Director.
- 9.3. Site improvement plans and non-vertical construction building permits are to be prepared as independent permit plan sets (i.e., building permits and/or encroachment permits) in the following formats, subject to modifications at the sole discretion of the Building Official:
 1. Demolition Plans of Existing Buildings – separate permit is required for each building
 2. Demolition of Existing Underground Infrastructure – separate permit is required for each parcel
 3. Grading Plans – separate permit is required for each parcel
 4. Off-Site Civil improvements – e.g., streets, utilities and streetscape improvements (Encroachment permit through Public Works)
 5. On-Site Civil improvements – e.g., sanitary sewer, water mains, storm drain system, roadways. Separate permit is required for each phase. The grading plans can be included as part of this permit. (Building permit through Building Division.) All easements associated with the infrastructure shall be created and recorded before issuance of the permits for on-site civil improvements and shall be coordinated between the on-site civil improvement plans and final map.
- 9.4. The building permits for the demolition of the existing buildings by phase are required to receive an approved final inspection prior to the issuance of the building permit or encroachment permit for the grading or on-site civil improvements for such phase.
- 9.5. Prior to issuance of any building permits for vertical construction, the parcelization to create buildable parcels shall be completed for the affected parcel(s), subject to approval of the Public Works Director and the MPFPD. Temporary improvements,

e.g., roadways and utilities, to enable vertical construction may be allowed subject to the review and approval of the Community Development and Public Works Directors. All required utilities and access improvements shall be completed prior to the granting of the first occupancy.

- 9.6. Grading permits shall receive final inspection prior to the vertical construction. New underground infrastructure may occur before or at the same time as the vertical construction. At Applicant's election, building permit applications for the vertical construction may be processed in incremental submittals such as the following, subject to review and acceptance of the Building Division:

1. Foundation design including piles and pile caps, if proposed
2. Structural / Core and Shell
3. Interior improvements
4. Site improvements (Trash enclosures, site lighting, etc.) and landscaping

10. PROJECT SPECIFIC CONDITIONS – MITIGATION MEASURES

- 10.1. The Applicant shall comply with all mitigation measures identified in the certified EIR and the associated Mitigation Monitoring and Reporting Program (MMRP) for the Project attached hereto as Exhibit G.

11. PROJECT SPECIFIC CONDITIONS – GENERAL

- 11.1. The following project specific conditions generally apply to every building permit and construction phase unless a specific building or phase is identified. Each subsequent permit shall be reviewed by the Community Development and Public Works Departments for compliance with these conditions prior to building permit issuance. Compliance shall be documented by the Applicant in the appropriate form as determined by the applicable City Department or Division.
- 11.2. Architectural Control Plan Approval: Per Section 7.1.4, an Applicant shall submit for individual parcels, phases or defined areas of the Project Site, as determined by the Community Development Director, complete ACPs in accordance with MPMC Section 16.68.020 and materially consistent with the vision and design intent conveyed by the Conceptual Plans and the Design Standards. Through the ACP review process the Applicant may request project modifications subject to the use permit process or otherwise in accordance with Section 7 herein. Approval of the Architectural Control Plans is a prerequisite to building permit issuance.
- 11.3. Restrictive Covenant: Pursuant to MPMC 16.35.055, the Applicant shall record a restrictive covenant against all project parcels to ensure development on all project parcels in the aggregate does not exceed what would be allowed if each parcel was developed individually.
- 11.4. Future Conditions: The City's Planning, Building, Engineering, and Transportation Divisions shall review each ACP for substantial conformance with this CDP. The City may impose additional conditions of approval related to building design or conditions necessary to ensure compliance with applicable Building Code, Municipal Code or health and safety regulations. Conditions within this CDP would continue to apply to

all future ACPs and any future conditions shall be consistent with this CDP, the BMR Agreement, the Parkline Development Agreement, the MMRP, and Vesting Tentative Map for the Parkline Master Plan.

- 11.5. Below Market Rate Housing Agreement: Concurrently with the recordation of the Parkline Development Agreement and this CDP, the Applicant or Property Owner shall record the Parkline Project Wide Affordable Housing Agreement. Subsequent parcel or component specific BMR Regulatory Agreements shall be recorded prior to issuance of the first building permit for the associated vertical construction.
- 11.6. Outside Agency Compliance: Prior to approval of architectural control or site improvements permits, the Applicant or Property Owner shall obtain conditional approval from the Menlo Park Fire Protection District. Prior to issuance of each building permit, the Applicant or Property Owner shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the Project. Documentation of compliance shall be submitted to the Building Division prior to building permit issuance.
- 11.7. Condition Compliance: Prior to the issuance of each building permit, the Applicant shall submit documentation of compliance with all conditions of approval on the plans or in supporting documents for review and approval of the Public Works and Community Development Departments. Any request for a modification in the timing of a specific condition shall be made in writing with a detailed explanation and requested alternative timing to the Community Development Director for review based on conformance with Section 7 (Changes) of this CDP.
- 11.8. Fees: All outstanding and applicable fees associated with the processing of this Project shall be paid prior to the issuance of any building permit for the Project except as otherwise set forth in the Development Agreement or in accordance with applicable law.
- 11.9. Site Upkeep: Applicant or Property Owners shall keep their respective properties on the Project Site in a clean and sanitary condition at all times, maintain its site in a fashion that does not constitute a public nuisance and that does not violate any provision of the MPMC.
- 11.10. Truck Route Plan: The Applicant shall submit a truck route plan concurrent with the building permit application for each phase of construction based on the City's municipal code requirements, for review and approval by the Transportation Division. The Applicant shall also submit a permit application and pay applicable fees relating to the truck route plan, to the satisfaction of the Public Works Director.
- 11.11. Traffic Control, Parking, and Construction Staging: Prior to issuance of any building permit and within each construction phase, the Applicant shall submit plans for construction related parking management, construction staging, material storage and Traffic Control Handling Plan (TCHP) to be reviewed and approved by the Public Works Director. The Applicant shall secure adequate parking for any and all construction trades. The TCHP shall include construction phasing and anticipated method of traffic handling for each Phase. Accessible temporary pedestrian and bicycle pathways along the Project's frontage shall be provided and maintained

during all construction Phases, consistent with the requirements of Item 11.25 regarding compliance with the California Building Code.

- 11.12. Water Efficient Landscape Ordinance: Simultaneous with the submittal of each complete building permit application, the Applicant shall document compliance with the City's Water Efficient Landscaping Ordinance (MPMC Chapter 12.44). Submittal of a detailed landscape plan is required concurrently with the submittal of each complete building permit application and subject to review and approval of the Engineering Division. Prior to each building permit final inspection or granting of first certificate of occupancy, the Applicant shall submit a landscape audit report.
- 11.13. Landscape Screening: Landscaping shall screen all public utility equipment that is installed within the public and private rights-of-way and cannot be placed underground, subject, however, to the requirements of the Menlo Park Fire Protection District, the West Bay Sanitary District, PG&E, and any other applicable agencies regarding utility clearances and screening. The improvement plans and/or building permits shall depict new utility installations, exact locations of any meters, back flow prevention devices, transformers, junction boxes, relay boxes and other equipment boxes installed within the public right of way or public easement area in the event said above ground utility installations are depicted within the improvement plans and/or building permits. The screening shall be compatible and unobtrusive and subject to the review and approval of the Planning Division prior to issuance of applicable permits.
- 11.14. Hydrology Report: Simultaneous with the submittal of each complete building permit application, the Applicant's design professional shall evaluate the Project's impact to the City's storm drainage system and prepare a Hydrology Report to the satisfaction of the Public Works Director, or designee. Post-construction runoff into the storm drain system shall not exceed pre-construction runoff levels.
- 11.15. Stormwater Management Report: Simultaneous with the submittal of each complete building permit application, the Applicant shall submit a Storm Water Management Report that meets the requirements of the San Mateo County's C.3 Stormwater Technical Guidance Manual for review and approval of the City's Engineering Division.
- 11.16. Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality, in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP).
- 11.17. Grading and Drainage: Prior to any building permit issuance, the Applicant shall submit an applicable Grading and Drainage Plan for review and approval. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. A Hydrology Report shall be required to the satisfaction of the Engineering Division. Slopes for the first 10 feet perpendicular to the structure must be a minimum of 5% for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.3.
- 11.18. Discharges from the garage ramp and parking garages are not allowed into the storm drain system. Discharge shall be treated with an oil/water separator and shall

connect to the sanitary sewer system. This will require a permit from West Bay Sanitary District.

11.19. Heritage Trees shall be subject to the following requirements:

11.19.1. Heritage Tree Protection: Prior to issuance of any demolition, building permits, or improvement plans, standard tree protection measures shall be required for heritage trees being retained near the area of work. Verification that such measures are being implemented shall be provided to the City and reviewed and approved by the City Arborist and Planning Division.

11.19.2. Heritage Tree Removals: The City Arborist issued an intent to conditionally approve the removal of 264 heritage trees (HTR2022-00175) at the Project Site for development (202 trees) and non-development (62 trees) (i.e., declining health, invasiveness, etc.) related reasons, as determined by the Project Arborist, described in the Project Arborist Report (Exhibit H) and as shown in the Tree Disposition Plans (Sheets G2.01 – G2.02.6).

11.19.3. Additional Review of Specific Heritage Tree Removals: As a condition of HTR2022-00175, additional review and determination by the City Arborist shall be required for 48 trees in close proximity to building footprints and other improvements identified in the Conceptual Plans. These trees are listed in the Project Arborist Report (Exhibit H) as “design conflict heritage abutting” and require further review. Concurrent with the submittal of each ACP or improvement plans (e.g. roadways, sidewalks, bicycle paths, street lights, utilities etc.), the Applicant shall submit an updated arborist report and tree preservation feasibility analysis for affected trees within the scope of each permit application for review and determination by the City Arborist. The City Arborist shall then make a recommendation to the Planning Commission (for architectural control permits) or City Engineer/Public Works Director (for improvement plans) on whether to approve the heritage tree removals of require minor modifications to preserve the identified heritage trees.

11.19.4. Timing for Removal: Removal of the 202 conditionally approved heritage trees that are development related, whether or not they require additional review under Section 11.19.3, shall not occur before issuance of demolition permits, unless other provisions of MPMC Chapter 13.24 (Heritage Trees) allow for the removal of one or more specific heritage trees for reasons unrelated to development conflicts (e.g., in the case of diseased or dead trees that need to be removed for safety purposes, in cases of emergency, etc.). For trees requiring additional review outlined in Section 11.19.3, removal shall not occur until the City Arborist completes their review and determination. If approved, heritage tree removal shall not occur prior to the issuance of permits for demolition or site improvements. In the event that demolition of existing buildings and infrastructure occurs before the Planning Commission reviews and acts on the ACPs, heritage tree protection measures identified in Section 11.19.1 shall be implemented for the heritage trees identified in Section 11.19.3.

11.19.5. Heritage Tree Replacements: A minimum value of \$2,053,100 in heritage tree replacements is required for the Project Site. Please note that this value

may change once the total number of trees is updated following the tree preservation feasibility analysis for each ACP application or improvement plans application. Heritage tree replacements shall be planted in a manner consistent with industry standards. The City and Applicant shall track the number, species, sizes, and locations of heritage tree replacements following the approved Tree Replacement Plan on Sheets G2.02.1 - G2.02.10. As a part of this plan, approximately 860 new trees are proposed to be planted. The Applicant shall submit a form of documentation to the City for the City Arborist and Planning Division's review and acceptance (e.g., a tracking matrix) prior to the removal of the first heritage tree.

- 11.19.6. City Arborist Inspection: Upon completion of installation of the replacement trees in accordance with the approved Tree Replacement Plan for each building permit or project phase, the Applicant shall schedule an inspection with the City Arborist to verify compliance. This inspection and verification shall be required prior to the first certificate of occupancy for each building or final inspection for infrastructure improvements, unless otherwise agreed to by the Public Works Department.

11.20. Shared Bicycle and Pedestrian Paths.

- 11.20.1. Ravenswood Avenue Multi-use Pathway and Laurel Street Multi-Use Pathways: Simultaneous with the submittal of a building permit application for Building R1 (Phase 1A) or Building R3 or TH2 (Phases 1B and 3), the Applicant shall submit complete plans for (i) the multi-use path along Ravenswood Avenue for the Phase 1A section up to 200 feet east of the intersection of the West Loop Driveway and Ravenswood Avenue, (ii) the full length of Ravenswood Avenue and the portion along the Loop Road adjacent to the recreation area and Townhomes 2, and (iii) the shared multi-use pathways between the R1 and R2 buildings and the R2 building and Townhomes 1. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, and tree protection requirements. The plans are subject to review and approval by the City and shall be consistent with the Conceptual Plans for the Master Plan. The Applicant shall construct the Phase 1A improvements (Ravenswood partial pathway improvements) prior to the first occupancy of Building R1 or R2, whichever comes first. The Applicant shall construct the remaining improvements (i.e., the rest of the Ravenswood Multi-Use Pathway prior to occupancy of the R3 building or Townhomes 2, whichever comes first. The multi-use pathway between R1 and R2 shall be constructed prior to the first certificate of occupancy of Building R1 or R2, whichever comes first. The multi-use pathway between R2 and Townhomes 1 shall be constructed prior to the first certificate of occupancy of R2.

- 11.20.2. Laurel Street Pedestrian Pathway: Simultaneous with the submittal of a first building permit application for either Building R1 or R2 (Phase 1A), the Applicant shall submit complete plans for the pathway along Laurel Street for the entire length of the Laurel Street frontage of the Project Site. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility

relocations, and tree protection requirements. The plans are subject to review and approval by the City and shall be consistent with the Conceptual Plans for the Master Plan. The Applicant shall complete the construction of the improvements as follows:

11.20.2.1. As each of the residential components fronting Laurel Street (R1, R2, and TH1) is developed, the Applicant shall construct the corresponding segment of the Laurel Street Pedestrian Pathway located along the frontage of that specific parcel or building. Specifically:

- The portion of the Pathway fronting Parcel R1 and Parcel R2 shall be completed as part of the R1 or R2 building construction, whichever comes first; however, the landscaping along the pathway in front of either Parcel R1 or Parcel R2, whichever has not been completed, shall not be required until construction is completed on said Parcel.
- The portion fronting Parcel TH1 shall be completed as part of the construction of the 19 townhome units on TH1.
- Each segment of the Laurel Street Pathway shall be fully constructed and open to the public prior to the granting of the first certificate of occupancy for the associated group of buildings or units.

11.20.3. On-site Multi-use Pathways: The Applicant shall construct the shared bicycle and pedestrian connection between R1 and R2 buildings prior to occupancy of the R1 or R2 building, whichever comes first. The Applicant shall construct the shared bicycle and pedestrian connection between the R2 building and Townhomes 1 prior to occupancy of the R-2 building or the first townhome in the TH1 component of the Project, whichever comes first.

11.20.4. Burgess Drive/Ringwood Multi-use Pathway: Simultaneous with the submittal of a building permit application for the first office/R&D building, the Applicant shall submit complete plans for the multi-use pathway from the Burgess Drive connection along the Loop Road and connection to Ringwood Avenue. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements. The plans are subject to review by the City. The Applicant shall construct these improvements prior to the first occupancy of the first office building.

11.20.4.1. The future reserved right-of-way (ROW) connecting Burgess Drive to Seminary Drive shall not be abandoned until the Applicant constructs the multi-use pathway connection from Burgess Drive to Seminary Drive and records the associated public access easements/agreements. This ensures that, if the project is started but not completed, the City retains the ROW for future bike and pedestrian improvements.

11.21. Title 12 Compliance: Simultaneous with the submittal of each complete building permit application, the Applicant shall submit plans to the Building Division verifying

that the project complies with all applicable MPMC Title 12 (Buildings and Construction) requirements for review and approval of the Building Division.

- 11.22. Construction Fencing: The Applicant shall submit a plan for construction safety fencing around the periphery of the construction area or the periphery of the Project Site as part of each building permit application for each respective building, parcel or phase, and shall include the installation of Temporary Noise Abatement sound barriers consistent with Mitigation Measures NOI-1.1, NOI-1.2 and/or NOI-1.3. The fences shall be installed according to the plan prior to commencing construction for each individual building permit. The plan shall be reviewed and approved by the Building and Planning Divisions prior to issuance of a building permit.
- 11.23. Vapor Intrusion Mitigation Plan (VIMP) if required by HAZ 2.4, VIMP plans shall be incorporated for “reference only” into applicable building permit plan sets. The purpose of the VIMP is to identify the measures that will be implemented to effectively eliminate potential vapor intrusion concerns into future buildings. The VIMP systems shall be determined with concurrence, approval, and oversight from the appropriate regulatory agency prior to the issuance of building permits. Documentation of such review and approval shall be provided to the Building Division prior to building permit issuance.
- 11.24. Salvaging and Recycling of Construction and Demolition Debris: For each building, the Applicant shall comply with the requirements of MPMC Chapter 12.48 (Salvaging and Recycling of Construction and Demolition Debris), which compliance shall be subject to review and approval by the Building Division.
- 11.25. Building Codes Compliance: The Project is subject to the California Building Code (CBC), the California Building Standards Code and any adopted Reach Codes and/or local building code amendments in effect at the time of each complete building permit application submittal, unless otherwise regulated by the Development Agreement and this CDP.
- 11.26. All new buildings shall be all-electric without the use of natural gas for heating/cooling. Emergency generators may use diesel fuel.
- 11.27. CalGreen Compliance: The Project is subject to the California Green Building Standards Code (CalGreen) and any local amendments to the Code in effect at the time of submittal of each complete building permit application, unless otherwise regulated by the Development Agreement, this CDP, and applicable law.
- 11.28. Unit plans: Each complete building permit application that includes residential units shall include all unit plans to be fully drawn and detailed including mirrored plans. Further, all residential building plans are required to include drawings for mirrored units including structural, mechanical, electrical, and plumbing plan sheets.
- 11.29. Deferred submittals: All deferred submittals other than trusses are to be approved by the Building Official or their designee prior to submittal of each complete building permit application.
- 11.30. Electric Vehicle Space: Each complete building permit application shall include construction documents needed to identify the location of electric vehicle (EV)

spaces per the CalGreen code and any local amendments in effect at the time of submittal of a complete building permit application unless otherwise regulated by the Development Agreement and this CDP.

- 11.31. Pedestrian Protection: Each complete building permit application shall include pedestrian protection along the public right-of-way with sidewalks, as required per Section 3306 of the CBC or the comparable section of the CBC in effect at the time of submittal of a complete building permit application.
- 11.32. Adjoining Properties: Each complete building permit application shall include details regarding protection of adjoining property, as required per Section 3307 of the 2022 CBC or the comparable section of the CBC in effect at the time of submittal of each complete building permit application.
- 11.33. Sanitary Sewer: Each complete building permit application shall include details demonstrating that all sanitary sewer lines will gravity feed to the sewer mains in the public right-of-way unless otherwise approved by the Building Official or their designee.
- 11.34. Simultaneous with the submittal of each complete building permit application, the Applicant shall submit plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and sedimentation control, 5) tree protection fencing, 6) construction vehicle parking, and construction traffic to avoid the use of adjacent private property as an access point to the Project Site during construction. The plans shall be subject to review by the Engineering, Planning, and Building Divisions and the City's Building Official or their designee shall approve the Plans subject to input by City staff. The safety fences, dust and air pollution control measures, erosion and sedimentation control measures, and tree protection measures shall be installed according to the approved plan prior to commencing construction and implemented throughout the duration of construction at the project site.
- 11.35. Erosion Control: Simultaneous with the submittal of a complete building permit application for each phase or building, the Applicant shall submit plans that include proposed measures to prevent erosion and polluted runoff from all site conditions, subject to review and approval of the Building Division. During construction, if construction is not complete by the start of the wet season (October 1 through April 30), the Applicant shall implement a winterization program to minimize the potential for erosion and sedimentation. As appropriate to the site and status of construction, winterization requirements shall include inspecting/maintaining/cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing disturbed soils through temporary or permanent seeding, mulching, matting, tarping or other physical means; rocking unpaved vehicle access to limit dispersion of soil onto public right-of-way; regular street-sweeping of adjacent public right-of-way utilized as ingress and egress to the Project Site for construction related vehicles, and covering/tarping stored construction materials, fuels, and other chemicals. A site specific winterization plan implemented during construction would be subject to review by the Engineering, Building, and Planning Divisions and subject to approval by the Building Official or their designee with input from City staff. The winterization plan would be in addition to any required erosion control plan.

- 11.36. Stationary Noise Source Compliance Data (Non-roof mounted equipment): Concurrent with building permit submittal for each building, the Applicant shall provide a plan that details that all on-site stationary noise sources comply with the standards listed in MPMC Section 8.06.030. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance. Deferral to the core and shell/vertical construction phase may be granted at the discretion of the Building Official.
- 11.37. Stationary Noise Source Compliance Data (Roof mounted equipment): Concurrent with building permit submittal for each building, the Applicant shall provide a plan that details that all roof-mounted stationary noise sources comply with the standards listed in MPMC Section 16.08.095. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance. Deferral to the core and shell/vertical construction phase may be granted at the discretion of the Building Official.
- 11.38. Building Construction Street Impact Fee: Prior to issuance of each building permit or as otherwise allowed by applicable law, the Applicant shall pay the applicable Building Construction Street Impact Fee, to the satisfaction of the Public Works Director.
- 11.39. Accessibility: All pedestrian pathways shall comply with applicable Federal and State accessibility requirements, to the satisfaction of the Public Works Director and Building Official.
- 11.40. The Applicant shall provide an analysis of the detailed water system to ensure it meets MPMW and MPFPD requirements prior to approval of the first final map and associated subdivision improvement agreement. Any recommended modifications from the analysis would be required to be included in the on-site improvement plans for the Project.
- 11.41. Concurrent with the submittal of each final parcel map, the Applicant shall submit Covenants, Conditions and Restrictions (CC&R's) or other acceptable mechanism for the approval of the Public Works Director or designee and the City Attorney. The CC&R's or other acceptable mechanism shall be approved and recorded concurrently with the final parcel map. The CC&Rs or other acceptable mechanism shall include provisions regarding the allocation of features and requirements that are shared between parcels including, but not limited to the following: shared parking, shared access, joint use and maintenance of common facilities, storm drainage, and administration of the Transportation Demand Management (TDM) plan.
- 11.42. Driveway access from Laurel Street to Building R2 shall be limited to vehicles accessing the surface parking lot and vehicles entering the parking garage from Laurel Street. Vehicles exiting the surface parking lot may access Laurel Street; vehicles exiting the parking garage within Building R2 shall not be permitted to access Laurel Street, and instead shall be directed to the internal loop road to exit the Project Site along Ravenswood Avenue.

- 11.42.1. Up to five parking spaces for prospective tenants, designated as “Future Neighbor” as noted on sheet G4.01 located in the R2 garage but outside the secured parking area shall also be allowed to exit onto Laurel Street.
- 11.43. Waste Water Conveyance Improvements: Applicant shall comply with regulations of the West Bay Sanitary District that are directly applicable to the Project in the design and construction of wastewater conveyance improvements, and submit documentation to the Planning and Building Divisions prior to issuance of each building permit. The West Bay Sanitary District Improvements serving the Project Site will be depicted on the Parkline Improvement Plan set, subject to approval by West Bay Sanitary District.
- 11.44. Recycled Water Improvements: The Applicant shall install a recycled water main within the loop road in coordination with West Bay Sanitary District, dedicate an easement to West Bay Sanitary District to operate, maintain, repair and replace the facilities, and provide documentation of completion/acceptance to the Public Works Director. The recycled water main shall include connections to Laurel Street, Burgess Drive, and Middlefield Road (at Ringwood Avenue). The recycled water infrastructure will enable the future use of recycled water within the project site and the project vicinity.
- 11.45. All existing overhead utility lines within the Project Site and public right of way that is included in a given phase of development shall be undergrounded as part of that phase. The undergrounding work for each phase shall be completed prior to obtaining the first certificate of occupancy for the first building in any phase where the undergrounding work is being performed.
- 11.46. All proposed private easements shall be recorded with the County of San Mateo prior to the granting of the first certificate of occupancy for the associated building permit.
- 11.47. The Applicant shall retain a civil engineer to prepare “as-built” or “record” drawings of public improvements. These drawings shall be submitted in both AutoCAD and Adobe PDF formats to the Engineering Division prior to issuance of the final certificate of occupancy for each phase (1A, 1B, and future non-residential phases).
- 11.48. During the design phase of the construction drawings, all potential utility conflicts shall be potholed with actual depths recorded on the improvement plans submitted for City review and approval.
- 11.49. Lighting: The plan for streetlight installation shall be consistent with City standard details, subject to review and approval of the Public Works Director or their designee. The lighting levels for roadway and walkway lighting shall be consistent with the Illuminating Engineering Society (IES) roadway and walkway lighting standards using illuminance values based on location and adjacent uses or other appropriate City standards in place at the time of building permit submittal for the first phase. The street light locations shall be free from obstructions from tree canopies.
- 11.50. Emergency Generators: Generator size, type, and locations shall be substantially in conformance with the Project Plans and supporting documents and shall be reviewed prior to building permit issuance to ensure compliance with the requirements, as applicable, of the San Mateo County Environmental Health

Services Division, Menlo Park Fire Protection District, West Bay Sanitary District, and the City of Menlo Park Building and Planning Divisions.

12. Ongoing Compliance Monitoring

12.1. Water Supply Assessment (WSA) Compliance: On January 1st, following the first full year after the date of the issuance of the first certificate of occupancy, the Property Owner/Manager for each parcel shall submit documentation to the City to confirm that potable water usage for the parcel does not exceed the estimated potable water consumption documented in the WSA dated April 2024, prepared by West Yost Associates, and approved by the City Council on May 7, 2024 (Resolution No. 6901). Compliance with the WSA shall supersede the requirements in MPMC Sections 16.35.110 (3)(C) and (E). The maximum estimated water usage for the non-residential component shall be adjusted based on Project revision to limit the non-residential square footage to 925,000 square feet of office and R&D space and 75,000 square feet of commercial amenity or commercial/retail uses. Each building or parcel shall be reviewed for compliance with its prorated/fair share water usage based on square footage or units. The Public Works Director shall review the documentation along with City records for water usage at the Project Site to confirm that water usage does not exceed the estimated water usage in the WSA. In the event that actual water consumption exceeds the WSA, a water conservation program, as approved by the City's Public Works Director, shall be implemented. Twelve (12) months after City approval of the water conservation program, the building owner shall submit data and information sufficient to allow the city to determine compliance with the conservation program. If water consumption exceeds the budgeted amount, the City's Public Works Director may prohibit the use of water for irrigation or enforce compliance as an infraction pursuant to Chapter 1.12 of the Municipal Code until compliance is achieved. In the event that the townhomes in the TH1 and TH2 components are subdivided as for-sale units through the VTM, then the monitoring requirement shall not apply to the for-sale units.

12.2. Long-term Maintenance Provisions

12.2.1. Stormwater Operations and Maintenance Agreement for Private Property:

Prior to issuance of the first certificate of occupancy for each building, the Property Owner shall enter into, or amend the existing Operations and Maintenance Agreement with the City, as applicable. The Operations and Maintenance Agreement shall establish a stormwater treatment system maintenance program (to be managed by the Property Owner) that includes annual inspections of any infiltration features and stormwater detention devices (if any), and drainage inlets, flow through planters, and other Best Management Practices (BMP). There may be separate Operations and Maintenance Agreements for each individual parcel within the Project Site, for each townhome development, or one combined agreement as may be determined by the City and Property Owner. The Operation and Maintenance Agreements shall be subject to review and approval of the City Attorney and the Public Works Director and shall be recorded prior to final inspection of the interior improvements phase for each building and no later than the granting of the first certificate of occupancy if the building permit does not include an interior improvements phase. An annual report documenting the inspection and any remedial action conducted shall be submitted to the Public Works

Department for review. This condition shall be in effect for the life of the Project.

12.2.2. Stormwater Operations and Maintenance Agreement for Rights of Way and the Public Realm: Prior to City acceptance of improvements within the City's right-of-way, the Owners' Association shall enter into, or amend the existing Operations and Maintenance Agreement with the City, as applicable. The Operations and Maintenance Agreement shall establish a stormwater treatment maintenance program (to be managed by the Owners' Association) that includes annual inspections of any infiltration features and stormwater detention devices (if any), and drainage inlets, flow through planters, and other Best Management Practices (BMP). There may be separate Operations and Maintenance Agreements for each individual parcel within the Project Site, or one combined agreement as may be determined by the City and Applicant. The Operation and Maintenance Agreements shall be subject to review and approval of the City Attorney and the Public Works Director and shall be recorded prior to final inspection of the interior improvements phase for each building or the granting of the first occupancy if the building permit does not include an interior improvements phase. An annual report documenting the inspection and any remedial action conducted shall be submitted to the Public Works Department for review. This condition shall be in effect for the life of the Project.

12.2.3. Landscape Maintenance: Site landscaping shall be maintained to the reasonable satisfaction of the Community Development Director. Revisions to site landscaping shall be reviewed in accordance with Section 7, Changes.

12.3. Maintenance Obligations

12.3.1. Applicant: Until such time as an Owners' Association is formed and assumes responsibility pursuant to Section 12.3.3 below, the Applicant shall be responsible for maintaining:

- All privately-owned, publicly accessible open space (excluding Lot 9);
- All private streets;
- All stormwater management infrastructure not expressly accepted by the City, including pipes located within public service easements;
- All street trees, frontage landscaping, sidewalks, and furnishings located on or adjacent to private parcels or within private streets;
- Any temporary improvements, landscape buffers, or common areas serving unoccupied phases; and
- All improvements not dedicated to the City (i.e. the public park, Lot 9 of the VTM).

12.3.2. City: water mains dedicated to and accepted by the City, and the overflow storm drain pipe from the potential emergency water storage reservoir to the main storm drain line on Middlefield Road, and any other improvements expressly identified in a future subdivision map or improvement agreement as City-owned and maintained, shall be maintained by City.

- 12.3.3. Owners' Association: Prior to the granting of the first certificate of occupancy for the first building, an Owners' Association shall be formed for purposes of maintaining the improvements identified in 12.3.1 and the other items listed below. The association may be modified to confirm responsibility to subsequent Owners' Associations. Following its formation, and subject to any transition periods established therein, the Owners' Association shall be responsible for maintaining the items listed in 12.3.1 for the life of the Project in accordance with the standards submitted in conjunction with the review and approval of the Site Improvement Plans.
- 12.3.4. All other utilities: For all other utilities, including but not limited to sanitary sewer, recycled water, and telecommunication infrastructure, the Applicant shall coordinate with the respective utility providers to determine ownership and maintenance obligations. This includes coordination with West Bay Sanitary District (WBSD) for sanitary sewer and recycled water systems.
- 12.3.5. City shall cooperate with Applicant in implementing all of the conditions of this CDP, including to alter responsibility for ongoing maintenance and compliance obligations as necessary (e.g., alter responsibilities between Applicant, Property Owner, Owners' Association).
- 12.4. Power and Communications Requirements: The Applicant or Property Owner shall comply with all regulations of PG&E and other applicable communication providers (e.g., AT&T and Comcast) that are directly applicable to the Project.
- 12.5. Public Open Space Access: Prior to building permit issuance for any given building or parcel, the Applicant shall submit a plat and legal description and proposed form of irrevocable easement agreement for public utilization of the Publicly Accessible Open Space associated with that building or parcel to the satisfaction of the Public Works Director and City Attorney. The form of irrevocable easement shall ensure, to the reasonable satisfaction of the City, that the Applicant has reasonable control over the Publicly Accessible Open Space and that the Publicly Accessible Open Space is accessible to the general public, in perpetuity during reasonable hours of each day of the week and at a minimum from sunrise to 30 minutes after sunset in compliance with Section 8.28.133 of the Municipal Code, except as otherwise provided in the Open Space Operating Rules to be prepared in accordance with Section 15. Publicly accessible open space and frontage landscaping that is part of each parcel, and identified in the ACP, shall be open prior to the first certificate of occupancy.
- 12.5.1. The irrevocable easement agreement requires City Manager approval and shall be recorded with the County of San Mateo prior to granting of the first certificates of occupancy for the building(s) or units served by or adjacent to such Publicly Accessible Open Space. For clarity, nothing in this section shall require the recordation of a public access easement over any area that has not yet been constructed or made available for public access, or that is subject to active construction or City-approved temporary closure.
- 12.5.2. Signage for Publicly accessible open space shall be consistent with City standards and any Master Sign Program for the project.
- 12.6. Generator Screening: To the extent generators are placed on the exterior of the buildings, the Applicant shall screen all generators prior to the first certificate of occupancy for each building, in accordance with the Design Standards and to the

satisfaction of the Planning Division. Screening shall be to the height of the generator and enclose all four sides of the generator. Buildings may be used for all or part of the enclosure.

- 12.7. Refuse and Recyclables: The Project shall comply with MPMC Section 16.35.110, the City's implementing regulations and the Design Standards. Documentation of preliminary compliance shall be submitted with each ACP and confirmed prior to issuance of each applicable building permit, subject to review and approval of the Sustainability and Planning Divisions. Ongoing compliance shall be demonstrated by Applicant or Owner's Association through zero waste assessments and established benchmarks for waste reduction as part of the City's implementing guidelines, subject to review and approval of the Sustainability Division.
- 12.7.1. All garbage bins and carts shall be located within a trash enclosure that meets the requirements of the solid waste disposal provider, and the City Public Works Department and Planning Division for the lifetime of the Project. If additional trash enclosures are required to address the on-site trash bin and cart storage requirements of the Project, a complete building permit submittal shall be submitted inclusive of detailed plans, already approved by the solid waste disposal provider, for review and approval of the Planning Division and the Public Works Department prior to each building permit issuance.
- 12.7.2. Concurrent with the submittal of each complete building permit application that requires waste and recycling collection services, the Applicant shall provide documentation of approval of the refuse and recycling locations by the City's waste and recycling provider (e.g. Recology), subject to review and approval of the Sustainability and Planning Divisions.
- 12.7.3. All garbage and recycling bins located outside buildings shall include a cover to reduce windborne refuse. The covers may be full or partial, provided that refuse cannot become windborne from the receptacle, subject to review and approval by the Planning and Sustainability Divisions. All exterior garbage and recycling bins shall be frequently emptied on a routine schedule to reduce the possibility of overflowing refuse.
- 12.8. Construction Hours: Construction activities may take place outside of the typical construction hours of 8:00 a.m. to 6:00 p.m. Monday through Friday, provided the construction activities comply with the noise limitations set forth in MPMC Chapter 8.06 (Noise) and the MMRP, unless determined by the Building and Planning Divisions that an exception for specific activities is necessary (e.g. offsite evening/night work or other on-site activities that cannot occur during the typical construction hours). Prior to the issuance of a building permit for each individual phase, the Applicant shall submit a construction work plan and acoustical analysis to the City documenting the expected work hours and compliance with the MPMC Chapter 8.06 (Noise), the MMRP, and any noise ordinance exceptions subject to review and approval of the Building and Planning Divisions.
- 12.9. Diesel Generators: Except as provided for in Section 3 of this CDP, any additional diesel generators require review and approval of an administrative permit per the requirements of the MPMC.
- 12.10. EPA Energy Star Portfolio Manager: Consistent with MPMC 16.35.110, simultaneous with the submittal of each building permit application for buildings greater than

10,000 square feet, the Applicant shall enroll in EPA Energy Star Building Portfolio Manager. Prior to issuance of the building permit, the Applicant shall submit documentation showing compliance to the satisfaction of the Planning and Building Divisions. This requirement does not apply to any of the townhome buildings that are less than 10,000 square feet in size.

- 12.11. Energy Requirements: Consistent with MPMC 16.35.110, prior to issuance of the first building permit for each phase, building or site feature (e.g. publicly accessible park), the Applicant shall submit plans and supporting documentation to the Building and Planning Divisions documenting that each building meets one hundred percent of its energy demand, as required by MPMC Section 16.35.110(2), through the combination of the following measures and to the satisfaction of the Building and Planning Divisions:

- 12.11.1. On-site energy generation;
- 12.11.2. Purchase of 100% renewable electricity through Peninsula Clean Energy or Pacific Gas and Electric Company in an amount equal to the annual energy demand of the project;
- 12.11.3. Purchase and installation of local renewable energy generation within the City of Menlo Park in an amount equal to the annual energy demand of the project;
- 12.11.4. Purchase of certified renewable energy credits and/or certified renewable energy offsets annually in an amount equal to the annual energy demand of the project.
- 12.11.5. Following issuance of the final occupancy permit for each Project phase or building, the Applicant or applicable Owner's Association shall submit an annual report on January 1st of every year demonstrating that tenants and occupants of all buildings that have received final inspection on site, purchased or used 100% renewable energy or otherwise complied with MPMC Section 16.35.110(2) to the Community Development Director or their designee for their review and approval. The Applicant may submit documentation to the City prior to the granting of the first occupancy for each Project phase or building documenting that the amount of on-site or off-site renewable energy generation would, at a minimum, equal the estimated amount of non-renewable energy used at the project site. The report may be submitted in lieu of annual monitoring, subject to review and approval of the Community Development Director with input from the Building, Planning, and Sustainability Divisions, as applicable. . If additional generators are added through the appropriate permitting process after submittal of the report, the report shall be updated to include the additional generator and submitted one time on January 1st the year following the installation of the generator.

13 OFF SITE IMPROVEMENTS

13.1 Project Frontage Improvements

The following frontage improvements are documented in the Vesting Tentative Map (Sheets C10.0, C10.1, C10.2, C10.2A, C10.3, and C10.4) and the Conceptual Plans (Sheets G4.01, G4.06.1, G4.07.2, G5.03-G5.14) and the general requirements are summarized in this section of the CDP. Timing for these improvements is identified below and may also be memorialized through one or more public improvement

agreement/subdivision improvement agreements associated with the final map(s) for the Project, which may be processed in phases.

13.1.1 Laurel Street: Frontage improvements along Laurel Street (approximately 1,100 feet) shall include utility connections, three water connections, two joint trench connections, and a waterline stub for a future recycled water connection. A 390-foot extension of the 12" waterline shall be completed, along with upgrades to streetlights, crosswalks, a 3" grind and overlay (curb to curb) across approximately 1,100 feet, curb, gutter, Class IV bikeways, raised crosswalks, and sidewalks. Overhead lines shall be removed, and two new drive approaches shall be added. These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for either Building R1 or R2, whichever comes first.

13.1.1.1 In the event that the Applicant constructs the 19 detached units in the TH1 component prior to Buildings R1 or R2, then the frontage improvements along and within Laurel Street may be phased with the following required prior to first occupancy of the first detached dwelling unit: Partial frontage improvements along Laurel Street (approximately 250 feet) shall include utility connections, a 3" grind and overlay (curb to curb) across approximately 250 feet (proximate to TH1 component), curb, gutter, sidewalk installation, and new drive approaches.

13.1.2 Ravenswood Avenue: Frontage improvements along Ravenswood Avenue may be constructed in phases.

13.1.2.1 Frontage improvements associated with Phase 1A from the conceptual phasing plan in the Master Plan and VTM (proximate to Building R1) shall cover approximately 800 feet, including intersection upgrades at Ravenswood Avenue and Laurel Street (excluding the Middlefield Rd./Ravenswood Ave. intersection). These improvements shall include utility connections (three fire hydrants, joint trench connection at the Loop Road drive approach), two new drive approaches, new curb, gutter, and sidewalk, a new crosswalk at Pine Street, a 3" grind and overlay (curb to curb) across approximately 800 feet, restriping, and new street lighting. These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for Building R1 or R2, whichever comes first.

13.1.2.2 Frontage improvements associated with Phase 1B from the conceptual phasing plan in the Master Plan and VTM (proximate to the Ravenswood Ave. parklet, public park dedication, and Building R3) along Ravenswood Avenue (approximately 1,200 feet) shall include utility connections and upgrades to the intersection at Ravenswood Avenue and Middlefield Road as well as green infrastructure (See requirements in Section 13.5). This work shall also involve drainage upgrades, a 3" grind and overlay (curb to curb) across approximately 1,200 feet, curb, gutter, sidewalk installation, storm drain connections, new street lighting, landscaping, and new drive approaches. These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for Building R3 or TH 2.

13.1.3 Middlefield Road: Frontage improvements along Middlefield Road (approximately 500 feet) shall include necessary utility connections, a waterline main upgrade, and recycled water connection to the future West Bay Sanitary District line. The project shall also involve intersection upgrades at Ravenswood Avenue/Middlefield Road and Ringwood Avenue/Middlefield Road (see Sections 13.4.1 and 13.4.2), and a 3" grind and overlay (curb to curb) across approximately 500 feet. These improvements shall be completed prior to the granting of the first certificate of occupancy for Building R3 or the first unit in the TH2 component, whichever comes first.

13.1.4 General Frontage Improvement Requirements:

13.1.4.1 All streets adjoining the Project Site (i.e., Ravenswood Avenue, Laurel Street, and Middlefield Road), shall receive an asphalt concrete overlay, which will include a 3" grind and overlay across the entire frontage for both Phase 1A and Phase 1B. Existing striping, markings, and legends shall be replaced in kind, or as modified by the City Engineer.

13.1.4.2 All public right-of-way improvements, including frontage improvements and the dedication of easements and public right-of-way, shall be completed to the satisfaction of the Engineering Division prior to the granting of the first occupancy for the first building permit in each phase/scope of work. Existing striping, markings, and legends shall be replaced in kind, or as reasonably modified by the City Engineer.

13.2 Off-site and Frontage Improvements General: Prior to submitting for the first final map for any given phase, the Applicant shall submit engineered Off-Site Improvement Plans (including specifications and engineers' cost estimates) for approval by the Engineering Division, showing the infrastructure necessary to serve such phase.

13.2.1 The Applicant shall obtain an encroachment permit, from the appropriate reviewing jurisdiction, prior to commencing any work within the right-of-way or public easements.

13.2.2 The Applicant shall coordinate its street improvements on Ravenswood Avenue with Town of Atherton where the project overlaps with the Town's jurisdiction. This includes obtaining any necessary permits. The Applicant shall diligently pursue and make a good faith effort to obtain the necessary permits. In the event that the Applicant is unable to obtain the necessary permits from the Town of Atherton, the required street improvements may be modified, subject to review and approval of the Public Works Director.

13.2.3 Prior to any building permit issuance for frontage improvement work, Applicant shall submit plans for street light design per City standards and PG&E at locations approved by the City.

13.2.4 Irrigation within public right of way shall comply with City Standard Details LS-1 through LS-19 and shall be connected to the on-site water system.

13.3 Transportation Impact Fee ("TIF"): Transportation Impact Fee ("TIF"): The current estimated total transportation impact fee is \$9,769,442.07, based on all existing buildings being used for R&D or R&D support (less any existing fee credits and subject to adjustments for the actual proposed development) ("TIF Obligation"). The Applicant shall complete off-site circulation improvements identified as the responsibility of the Project through the TIA and included in the TIF ("TIF In Lieu Improvements") in lieu of paying the TIF. The City and Applicant shall establish the estimated cost of the TIF In Lieu Improvements in connection with the City's review of the Improvement Plans for each respective TIF In Lieu Improvement. The TIF In Lieu Improvements shall reduce the TIF Obligation dollar for dollar. The TIF rates are subject to adjustment on July 1st of each year based on the ENR Construction Cost Index % for San Francisco Bay Area. In the event that another development project is also obligated to construct the improvement and undertakes construction of the improvement, the Applicant would not be credited for said improvement. The TIF obligation shall be paid at time of building permit issuance based on the TIF rate for the size/use of the building less any credit for any existing uses demolished to facilitate construction of the new building.

13.3.1 Applicant shall perform, construct and complete, at the Applicant's own expense, the transportation improvements described in Section 13.4, prior to issuance of the first certificate of occupancy for the Project.

13.3.2 To determine the estimated TIF In Lieu Improvement cost, the Applicant shall submit detailed estimates of costs, including design, engineering, and permitting costs to the Public Works Director or designee for the transportation improvements. Pursuant to MPMC 13.26.80, the Applicant shall be entitled to credit for said transportation improvements up to the TIF Obligation. Only improvements identified in the City's TIF Nexus study dated January 30, 2020 are eligible for a TIF credit.

13.3.3 The Applicant shall not be entitled to a credit for the actual cost of the Non-TIF intersection improvements identified in Section 13.5 or the Other off-site improvements identified in Section 13.6 against the Project's TIF Obligation.

13.3.4 The transportation improvements shall include all near term intersection improvements identified below. Prior to recording the final map for each respective phase, Applicant shall enter into an improvement agreement with the City memorializing the terms for performance, construction, and completion of the transportation improvements associated with that respective phase.

13.4 TIF In Lieu Improvements:

13.4.1 **Ravenswood Avenue & Middlefield Road** - The modification for this intersection includes removal of the eastbound right turn channelized island on Ravenswood Avenue and reconfiguration of the corner to maintain a right turn pocket. The improvements include extension of the shared bike and pedestrian path along the Project's frontage and a bicycle lane. The traffic signal will be modified to incorporate a bike signal and improvements for bicycles turning left onto Ravenswood Avenue. Reconfiguration of intersection shall ensure proper drainage and consider grading, green infrastructure, etc.

13.4.1.1 Simultaneous with the submittal of the final map for Phase 1B, the Applicant shall submit complete plans for these improvements. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review and approval by the Public Works Director or designee. The Applicant shall construct the improvements prior to the first occupancy of Building R3 or TH 2, whichever comes first.

13.4.2 **Ravenswood Avenue Green Infrastructure** - Green infrastructure at the intersection of Ravenswood Avenue and Middlefield Road shall treat runoff from the public street rights-of-way. Sizing and design shall conform to the San Mateo Countywide Water Pollution Prevention Program design templates and technical guidance, and shall be subject to approval by the Engineering Division. This improvement shall be constructed as part of the improvements described in 13.4.1.

13.4.3 **Middlefield Road and Ringwood Avenue** - The intersection improvements consist of changing the east/west phasing on Ringwood Avenue from permitted to split phasing and removal of channelized right turn islands. The design shall include appropriate pedestrian and bicycle accommodation at this intersection including pedestrian countdown timers, Americans with Disabilities Act (ADA) compliant curbs, and bicycle detection loops. Simultaneous with the submittal of the final map for Phase 1B, the Applicant shall submit complete plans for these improvements. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. The Applicant shall construct the improvements prior to first occupancy of the Building R3, TH 2 or the first office building, whichever comes first.

13.5 Non-TIF intersection improvements

13.5.1 **Middlefield Road and Seminary Drive** – Design and construct a new traffic signal and provide appropriate pedestrian and bicycle accommodation at this intersection. The Seminary Drive approach should be striped with one left-turn lane and one right-turn lane. The signal should include protected north/south phasing on Middlefield Road and split east/west phasing on Seminary Drive, pedestrian countdown timers, Americans with Disabilities Act (ADA) compliant curbs, bicycle detection loops and forced turn islands to restrict through movements on Seminary Drive. The northbound left-turn storage on Middlefield Road should be extended to 325 feet. Simultaneous with the submittal of the final map for Phase 2, the Applicant shall submit complete plans for these improvements. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, green infrastructure, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. The Applicant shall construct the improvements prior to the first occupancy of the first office building.

13.5.2 **Seminary Drive** – The applicant shall construct Option 2 (shown on Sheet C3.4 of the Master Plan) of the Seminary Drive alignment that provides a three-lane width cross-section with a sidewalk along on the south side and removal of the existing median island. The Public Works Director or designee, may include other minor geometry changes within the City right of way, or opt to require construction of Option 1 (also shown on Sheet C3.4 of the Master Plan).

13.5.2.1 Simultaneous with the submittal of the first final map for the office component, the Applicant shall submit complete plans for Option 2 unless otherwise directed by the City. The Applicant shall make a good faith effort to coordinate access modifications and relocation of improvements that benefit neighboring property owners to limit impacts. At its sole discretion, the City shall determine whether to move forward with Option 2 or Option 1 and compel the Applicant to remove any encroachments within the City's right-of-way necessary to implement the necessary improvements. The City may select modifications of either option based on existing encroachments and access to neighboring properties. The complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, grind and overlay, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. The Applicant shall construct the improvements prior to the first occupancy of the first office building.

13.5.3 **Ravenswood Avenue Corridor** – Design and install a two-way left-turn lane along Ravenswood Avenue between the proposed project driveway at W First Street and Laurel Street. This design should maintain the buffered bike lanes on Ravenswood Avenue.

13.5.3.1 Simultaneous with the submittal of the first final map for Phase 1A, the Applicant shall submit complete plans for both a portion of these improvements up to 200 feet east of the West Loop Driveway and Ravenswood Avenue and the full length of Ravenswood Avenue. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. The Applicant shall construct the Phase 1A improvements (partial improvements) prior to the first occupancy of either Building R1 or R2, whichever comes first. The remaining improvements (i.e., extending the two-way left-turn lane beyond the initial 200') shall be completed prior to first occupancy of Building R3 or TH 2, whichever comes first.

13.5.4 **Laurel Street and Ravenswood Avenue** - Add dashed green bicycle treatment along Laurel Street across the intersection with Ravenswood Avenue.

13.5.4.1 Simultaneous with the submittal of the first final map for Phase 1A, the Applicant shall submit complete plans

showing dashed green bicycle treatment along Laurel Street across the intersection with Ravenswood Avenue.

13.6 Other off-site improvements

13.6.1 **Willow Road & Hospital Plaza/Durham Street** – Restripe southbound Hospital Plaza approach to include 1 left-turn and 1 shared through-right lane and change the north/south phasing on Hospital Plaza/Durham Street to protected phasing. Excess space on the Hospital Plaza shall be striped with chevrons. Modify the traffic signal to operate north/south legs with protected phasing instead of split phasing. This improvement is not included in the City's TIF program.

13.6.1.1 Simultaneous with the submittal of a complete building permit application for the first office building, the Applicant shall submit complete plans for this improvement. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, utility relocations tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. Upon obtaining approval from the Director of Public Works or designee, and the Applicant shall construct the improvements prior to first certificate of occupancy for the first office building.

14. ON-SITE IMPROVEMENTS (BACKBONE INFRASTRUCTURE)

14.1 Prior to recording a final map for any given phase, the Applicant shall prepare and submit for City approval improvement plans for all main project site-serving improvements for the phase contemplated in the map. These shall include mass grading, utilities, on-site circulation improvements (including roadways and intersection improvements), and public realm landscaping and street furnishings. Improvement plans shall be substantially consistent with the Vesting Tentative Map and the Conceptual Plans and the general requirements as summarized in this section of the CDP. These improvements may be memorialized through a public improvement agreement/subdivision improvement agreement associated with the final map for the Project and implemented in phases as determined by the Public Works Director.

14.1.1 Improvement plans shall include, at a minimum, specifications, engineer's cost estimates (as necessary for public improvements), and all engineering calculations necessary to substantiate the design of the following improvements: proposed roadways, drainage improvements, utilities, traffic control devices, required retaining walls, sanitary sewers, stormwater conveyance improvements, pump/lift stations (if any), street lighting, landscaping, and other project-related improvements. All public improvements shall be designed and constructed to the satisfaction of the Engineering Division. Improvement plans shall also include the following components:

- Existing Topography (NAVD 88')
- Demolition Plan (if necessary)
- Site Plan (including easement dedications, if applicable)

- Construction Parking Plan
- Grading and Drainage Plan
- Utility Plan
- Off-site Improvement Plan
- Erosion Control Plan
- Tree Protection Plan
- Planting and Irrigation Plan
- Construction Details (including references to City Standards and civil details)

14.2 Required Improvements The following improvements are required for the Project and are enumerated using the conceptual phasing plan from the VTM and Master Plan plan set. The Applicant may propose an alternate phasing plan, provided the phased site improvements are designed and constructed to adequately serve the alternate phasing plan (i.e., the necessary improvements shall be designed to serve a specific building before building permit issuance and shall be constructed and operable before the granting of the associated building's first occupancy), subject to review and approval by the Public Works Director and Community Development Director.

14.2.1 Phase 1A (Lot 4 – R1 and Lot 5 – R2)

14.2.1.1 Demolition and Site Preparation:

- Phase 1A shall begin with site preparation and demolition activities necessary for Buildings R1 and R2.
- Demolition of the substation within Lot 4 could be deferred to ensure SRI's continuous operations in Buildings P, S, and T, subject to review and approval of the City's Building Official and Public Works Director. The substation shall be demolished before vertical construction of Building R1 can begin.

14.2.1.2 Onsite Improvements:

- The Loop Road shall be constructed running through the site between Buildings R1/R2, the future TH1 site, and Buildings P, extending to Buildings S and T. Surface improvements, including an interim parking lot, utility installation, and stormwater control (C.3 bioretention basin southeast of TH1), shall also be included in Phase 1A.

14.2.2 Phase 1B (Lot 7 – R3, Lot 8 – TH2, Lot 9 – Recreational Park, Lots 6 and 10-28 – TH1)

14.2.2.1 Onsite Improvements:

- The Loop Road shall be extended to Lot 9, Lot 8, and Lot 7, connecting to Ravenswood Avenue at two locations and Ringwood Avenue via existing 30' IEE and PUE. All necessary surface improvements and utilities shall be constructed as part of this phase.

- Internal infrastructure (EVAE, PAE, PSE) shall be constructed to service all associated lots within this phase, except for the non-residential components.

14.2.3 Nonresidential Phases (Lot 1 and Lots 29-37)

14.2.3.1 Onsite Improvements:

- Onsite improvements shall involve completing utilities under the remaining Loop Road, including domestic and fire water, joint trench, sanitary sewer, and storm drain. The Loop Road and EVA roads shall be paved, and permanent infrastructure (curb, gutter, sidewalks, street lighting) shall be installed. Pads for commercial and parking structures shall be constructed, followed by foundations and building structures. Site work shall include bioretention ponds, bike and walking paths, and landscaping, including the "Parkline Central Commons."

15. PROJECT SPECIFIC CONDITIONS – OPERATING RULES FOR PUBLICLY ACCESSIBLE OPEN SPACE

- 15.1 Prior to opening the Publicly Accessible Open Space or any portion thereof to the public, the Property Owner or Owners' Association, as applicable, shall prepare reasonable rules and restrictions regarding the public's access to and use of the Publicly Accessible Open Space (or portion thereof) per the requirements of this CDP, subject to review and approval of the Directors of Community Development and Public Works, City Manager or their designee, and City Attorney ("Operating Rules"). The Operating Rules may include, without limitation, provisions such as: (a) permitting the Property Owner or Owners' Association, as applicable, to reasonably restrict or prohibit public access and use as reasonably necessary to (i) ensure security of the Project Site and persons or property within or around the Project Site and (ii) preclude activities that unreasonably disrupt non-public uses in the Project; (b) providing exclusive use by Property Owner for a specified number of private events; and (c) providing terms of use for community use of the Publicly Accessible Open Space.

16. GENERAL CONDITIONS

- 16.1 City Fees: Applicant shall pay all outstanding fees associated with processing any application upon receipt of the final invoice. Prior to future building permit issuance or such later date as required by applicable law, the Applicant shall pay all applicable Public Works and Community Development fees in accordance with the City's Master Fee Schedule.
- 16.2 School Impact Fee: Prior to issuance of each building permit, the Property Owner shall pay the applicable School Impact Fee for the building in effect at the time of payment and submit documentation of payment to the Building Division prior to issuance of each building permit.

- 16.3 Menlo Park Municipal Water: The Property Owner shall comply with all requirements of Menlo Park Municipal Water that are directly applicable to the Project and document compliance prior to issuance of each building permit.
- 16.4 Leadership in Energy and Environmental Design: The Applicant shall design and certify buildings greater than 25,000 square feet in size for LEED Gold and buildings between 10,000 and 25,000 square feet in size for LEED Silver, in accordance with Zoning Table 16.35.110(2)(B). Buildings on the Project Site of less than 10,000 sf would not be certified under LEED. Each building shall be certified within one year of first Certificate of Occupancy and documentation shall be provided to the Planning Division. At its discretion, the Applicant may certify buildings less than 25,000 square feet in size for LEED Gold. The Applicant shall not use an equivalency process and all applicable buildings must be LEED certified.
- 16.5 The City has approved this CDP in conjunction with a Development Agreement. During the term of the Development Agreement, this CDP shall be subject to the terms and conditions of the Development Agreement and, in the event of a conflict, the terms and conditions of the Development Agreement shall prevail.
- 16.6 Covenants Run with the Land: All of the conditions contained in this CDP shall run with the land comprising the Project Site and shall be binding upon, and shall inure to the benefit of the Applicant and its heirs, successors, assigns, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this CDP. Upon transfer, sale, or assignment of all or any portion of the Project Site, the Applicant shall be released from its obligations pursuant to this CDP with regard to the transferred, sold, or assigned property that arise or accrue subsequent to the effective date of the transfer, sale and/or assignment.
- 16.7 Severability: If any condition of this CDP, or any part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such condition, or part hereof, shall be deemed severable from the remaining conditions of this CDP and shall in no way affect the validity of the remaining conditions hereof. Notwithstanding the foregoing, in the event that any provision of this CDP is found to be unenforceable, void or voidable which materially impairs Applicant's ability to construct the Project, and Applicant has not undertaken construction of any portion of the Project in reliance on this CDP, then Applicant may terminate this CDP upon providing written notice to the City.
- 16.8 Indemnification: The Applicant and successors and assigns shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval; provided, however, that the Applicant's or successors' and assigns' duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the Applicant and successor and assigns of any said claim,

action, or proceeding and the City's full cooperation in the Applicant's or successors' or assigns' defense of said claims, actions or proceedings. In the event of a conflict between this indemnification language and the indemnification language included in the Development Agreement, the Development Agreement shall control. This indemnification language shall only control in the event the Development Agreement is no longer in effect.

- 16.9 Exhibits: The exhibits referred to herein are deemed incorporated into this CDP in their entirety.

EXHIBITS

Exhibit A: Legal Description
Exhibit B: Plat Map
Exhibit C: Glossary of Supporting Documents
Exhibit D: Design Standards
Exhibit E: TDM Plan
Exhibit F: TDM Monitoring Plan
Exhibit G: Mitigation Monitoring and Reporting Program
Exhibit H: Arborist Report

EXHIBIT "A"
LEGAL DESCRIPTION
FOR: PLANNING PURPOSES

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING ALL OF LOTS 2 AND 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JULY 3, 1979 IN BOOK 47 OF MAPS AT PAGES 29 THROUGH 31, SAN MATEO COUNTY RECORDS, ALL OF PARCELS A AND C, AND A PORTION OF PARCEL B AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON NOVEMBER 12, 1980 IN BOOK 50 OF MAPS AT PAGES 53 THROUGH 55, SAN MATEO COUNTY RECORDS, AND ALL OF THE LAND DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED ON MAY 13, 1957 IN VOLUME 3217, PAGE 650 OF OFFICIAL RECORDS, SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 2;

THENCE ALONG THE NORTHEASTERLY LINES OF SAID LOT 2, SAID LINES ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MIDDLEFIELD ROAD AS SHOWN ON SAID PARCEL MAP (BOOK 47 OF MAPS AT PAGES 29 THROUGH 31) THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 87° 26' 05" EAST, 77.73 FEET;
2. SOUTH 58° 15' 42" EAST, 352.93 FEET;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, CONTINUING ALONG THE NORTHEASTERLY LINES OF SAID LOT 2 AND THE NORTHEASTERLY AND SOUTHEASTERLY LINES OF SAID PARCEL B, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1. SOUTH 04° 05' 50" EAST, 66.13 FEET;
2. SOUTH 31° 45' 00" WEST, 213.14 FEET;
3. SOUTH 58° 15' 49" EAST, 992.57 FEET;
4. SOUTH 31° 44' 22" WEST, 768.86 FEET;
5. SOUTH 58° 15' 00" EAST, 530.00 FEET;
6. SOUTH 31° 45' 00" WEST, 407.88 FEET;
7. NORTH 58° 15' 00" WEST, 139.72 FEET;
8. SOUTH 31° 45' 00" WEST, 0.66 FEET;
9. NORTH 58° 15' 00" WEST, 420.20 FEET;
10. SOUTH 31° 44' 22" WEST, 63.43 FEET;
11. ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45° 25' 33", AN ARC DISTANCE OF 237.85 FEET TO A NON-TANGENT LINE;
12. NORTH 58° 15' 00" WEST, 372.83 FEET;
13. SOUTH 31° 45' 00" WEST, 322.82 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL B, SAID LINE ALSO BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF LAUREL STREET AS SHOWN ON SAID PARCEL MAP (BOOK 50 OF MAPS AT PAGES 53 THROUGH 55);

THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. NORTH 58° 14' 45" WEST, 652.22 FEET;
2. ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22° 35' 12", AN ARC DISTANCE OF 185.28 FEET;

3. NORTH 35° 39' 33" WEST, 166.44 FEET;
4. ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 23° 08' 07", AN ARC DISTANCE OF 133.25 FEET;
5. NORTH 58° 47' 40" WEST, 2.34 FEET;
6. ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90° 00' 50", AN ARC DISTANCE OF 31.42 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL A, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF RAVENSWOOD AVENUE AS SHOWN ON SAID PARCEL MAP (BOOK 50 OF MAPS AT PAGES 53 THROUGH 55);

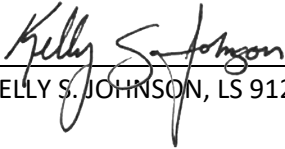
THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 31° 13' 10" EAST, 1689.10 FEET;
2. NORTH 35° 43' 25" EAST, 144.36 FEET;
3. ALONG THE ARC OF A 112.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14° 28' 32", AN ARC DISTANCE OF 28.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 64.2286 ACRES, MORE OR LESS.

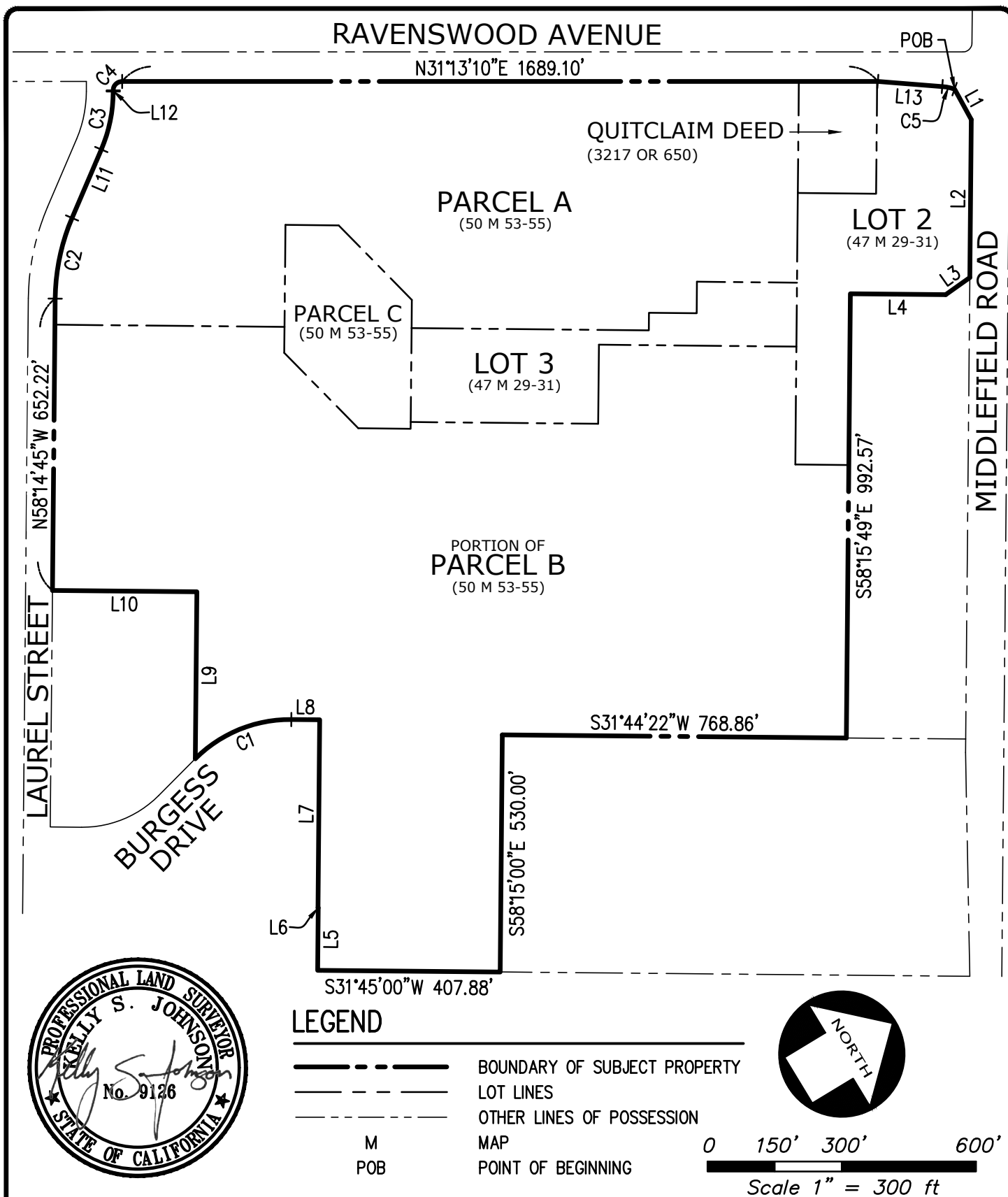
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

LEGAL DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.


KELLY S. JOHNSON, LS 9126



8/12/2025
DATE



KIER+WRIGHT

3350 Scott Boulevard, Building 22
Santa Clara, California 95054

Phone: (408) 727-6665
www.kierwright.com

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EXHIBIT "B" PLANNING PURPOSES

MENLO PARK,

CALIFORNIA

DATE AUG., 2025

SCALE 1" = 300'

BY EK

JOB NO. A20152-1

SHEET 1 OF 2

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S87°26'05"E	77.73'
L2	S58°15'42"E	352.93'
L3	S4°05'50"E	66.13'
L4	S31°45'00"W	213.14'
L5	N58°15'00"W	139.72'
L6	S31°45'00"W	0.66'
L7	N58°15'00"W	420.20'
L8	S31°44'22"W	63.43'
L9	N58°15'00"W	372.83'
L10	S31°45'00"W	322.82'
L11	S35°39'33"E	166.44'
L12	N58°47'40"W	2.34'
L13	N35°43'25"E	144.36'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	300.00'	45°25'33"	237.85'
C2	470.00'	22°35'12"	185.28'
C3	330.00'	23°08'07"	133.25'
C4	20.00'	90°00'50"	31.42'
C5	112.00'	14°28'32"	28.30'



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 Santa Clara, California 95054 www.kierwright.com

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EXHIBIT "B" PLANNING PURPOSES

MENLO PARK,

CALIFORNIA

DATE	AUG., 2025
SCALE	NO SCALE
BY	EK
JOB NO.	A20152-1
SHEET	2 OF 2

Glossary of Supporting Documents

Parkline Master Plan Project Plans (dated June 24, 2025)

Vesting Tentative Map (dated June 24, 2025)

Development Agreement (dated XX, 2025 and adopted by Resolution XXXX)

Parkline Phasing Plan and Milestones Exhibit (Exhibit F to the Development Agreement)

Heritage Tree Removal Permit HTR2022-00175

Arborist Report (dated August 2025)

Letter from Hort Science to City Arborist (dated Feb. 11, 2025)

Parkline Phasing Plan Narrative (dated August 6, 2025)

Transportation Demand Management (TDM) Plan (dated September 2025)

TDM Monitoring Plan (dated September 2025)

Mitigation Monitoring and Reporting Program (dated XX, 2025 and adopted by Resolution XXXX)

Parkline Project Wide Below Market Rate Housing Agreement (dated XX, 2025 and adopted by Resolution XXXX)

Water Supply Assessment prepared by West Yost (dated April 29, 2024 and adopted by Resolution 6901)

SRI Parkline On-Site Pipeline Evaluation prepared by West Yost (dated October 17, 2024)

Hazardous materials information form (dated received March 10, 2025) and generator supplemental forms (dated received March 10, 2025)

DRAFT: Parkline Development Regulations and Design Standards (July 2025)¹²**Residential**

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Minimum lot dimensions	Minimum size of a lot calculated using lot lines.	100 feet width 100 feet depth	20 feet width 45 feet depth	30 feet width 60 feet depth	There are no minimum lot sizes if minimum dimensions are met.
Minimum setback at Public streets	Minimum linear feet building can be sited from property line adjacent to street.	30 feet, with 20 feet permitted as measured diagonally from the 77.7-foot segment of the property line adjacent to the intersection of Ravenswood Avenue and Middlefield Road	20 feet	10 feet	Setbacks taken from property line or edge of access easements inclusive of typical frontage improvements. The detached multi-use pathways along Laurel Street and Ravenswood Avenue may be located within the minimum setback.
Maximum setback at Public streets	Maximum linear feet building can be sited from property line adjacent to street.	Does not apply	Does not apply	30 feet	Setbacks taken from property line or edge of access easements inclusive of typical frontage improvements.

¹ The intent behind the Parkline Development Regulations and Design Standards is to help inform future conditions in the CDP by identifying details that are consistent with the proposed Parkline Project and include both residential and commercial standards. Regulations/Design Standards are objective standards that projects within a project site or master plan area shall meet, generally without exception, unless a requested design modification is approved through a use permit during the architectural control review process.

²Unless otherwise noted in the Parkline Development Regulations and Design Standards, the regulations of the Menlo Park Municipal Code and C-1-S zoning district apply.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Minimum setback at Private streets and publicly accessible bicycle/ pedestrian pathways	Minimum linear feet building can be sited from property line adjacent to street.	10 feet	10 feet	10 feet	<p>Setback from edge of public access easement.</p> <p>Private streets internal to the project site are subject to this requirement³.</p> <p>Private streets that function as shared driveways for parking access or parking courts shall not be subject to a setback to the building line for attached or detached townhome units; except when a unit's main entry door faces the Private street, a 10 foot setback is required.</p>
Minimum interior side setbacks	Minimum linear feet building can be sited from interior property lines.	10 feet	0 feet	4 feet	<p>Standard is for setbacks from parcels within the Parkline project site.</p> <p>Adjoining podium decks are permitted with no interior side setback requirement.</p>

³ Private streets, including the Loop Road, are access roads with a public access easement inclusive of all vehicle, pedestrian, and bicycle infrastructure.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Minimum interior rear setbacks	Minimum linear feet building can be sited from interior property lines.	10 feet	0 feet	10 feet	Standard is for setbacks from parcels within the Parkline project site.
Minimum side and rear setbacks from adjacent off-site parcels	Minimum setback from parcels adjacent to the Parkline project site	20 feet	20 feet	20 feet	Minimum 10-foot deep landscape planting zone required along property lines adjacent to off-site parcels.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Height	<p>Height is defined in MPMC Section 16.04.330.</p> <p>Height is regulated by the C-1-S zoning district, unless otherwise regulated by these standards, and does not include roof-mounted equipment and utilities.</p>	Maximum height: 75 feet	Maximum height: 40 feet	Maximum height: 35 feet	<p>A parapet used to screen mechanical equipment may exceed the maximum height up to 14 feet if setback a minimum 15 feet from building façade. If less than 15 feet from façade, maximum height is 4 feet.</p> <p>Mansard or pitched roof forms are considered a parapet for the purpose of mechanical screening or enclosing usable roof decks and are subject to allowed height exceedance described above and based on the use of the area to be screened.</p> <p>Parapets or railings at usable roof decks may exceed height limit by 4 feet.</p>

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Frontage Landscaping	The percentage of the setback area devoted to landscaping, ground cover, and vegetation. Trees may or may not be within the landscaped area. For this requirement, the setback area is the area between the property line or Private street and the face of the building.	Minimum of 40%	Minimum of 25%	Minimum of 50%	<p>Setback areas adjacent to active ground floor uses, including lobbies, retail, and eating and drinking establishments where decorative hardscape plazas, or entry walks occur are considered frontage landscaping for purposes of this standard.</p> <p>Where enhanced bicycle and pedestrian facilities (e.g., multiuse pathways along Laurel Street and Ravenswood Avenue) beyond standard frontage improvements occur, the facility is considered frontage landscaping for purposes of this standard.</p> <p>(For Parkline project, the internal Loop Road is considered a Private street for this regulation)</p>

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Usable Roof Terrace	If included roof terraces for residents shall be at least 600 square feet in size and 20 feet in minimum dimensions.	Standard Applies	Does not apply	Does not apply	<p>If included, the space must be designed to be usable to residents for gathering, relaxation, or reflection with amenities which could include seating, food preparation equipment, sun-shading devices, and decorative landscape.</p> <p>The space may be used to meet the Minimum common open space requirement (MPMC 16.35.080(3)). If provided and compliant with the size and dimension requirements, the roof terrace may be counted as 1.5 square feet per 1 square foot provided toward the Common Open Space requirement.</p>

<p>Massing Step-Back</p> <p>(Above Four-Story Tall Building Base Height)</p>	<p>The minimum distance a building's upper story (stories) must be set back above the fourth beyond the face of the first story (i.e., at or above the 5th floor level).</p>	<p>5-story buildings require a 3-foot stepback at the 5th floor level for 75% of facade width at building sides facing a Public street. Buildings more than 5 stories require a 10-foot stepback at the 5th floor level for 75% of facade width on all building sides.</p> <p>The Ravenswood Avenue frontage for R1 shall meet the following standards:</p> <p>If building is set back 40 feet from the property line, no stepback is required.</p> <p>If any portion of the building is sited within 40 feet of the property line, that portion of the façade shall include a stepback at the 5th floor or in lieu of a stepback,</p>	<p>NA</p>	<p>NA</p>	<p>A maximum of 25% of the building face along each applicable side of the building is excepted from this standard for the purpose of allowing architectural variation.</p> <p>Projecting window bays not exceeding 2 feet in depth and 8 feet width and minimum 50% glazed may extend into Massing Step-Back if the setback is 10-feet (i.e., not applicable to a 3 foot stepback), but for no more than 25% of wall face above the fourth level.</p> <p>Pitched roofs at the fourth level from 3:12 to 12:12 with low eaves at the primary façade back to the recessed building wall up to four (4) feet in height may be located in the Massing Step-Back.</p> <p>Open railings not exceeding four (4) feet in height may be located in the Massing Step-Back.</p> <p>Open trellis structures no more than one-story in height and limited to posts, beams, and awnings or open frame</p>
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Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
		<p>shall include one or more of the following architectural features: prominent balconies that extend for 75% of the length of the façade and are integrated into the roofline of the structure, differentiation in materials, or colors from the lower levels.</p> <p>If the building façade is greater than 5 stories and sited within 40 feet of the property line, the 10-foot setback at the 5th floor shall apply.</p>			trellises may extend into the Massing Step-Back.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Projections	<p>The maximum depth of allowable building projections, such as balconies or bay windows, into the required setback for portions of the building at or above the second floor.</p> <p>(Note: Building projections not required)</p>	5 feet	3 feet	2 feet	<p>The surface area of allowed building projections, including areas defined by railings or covered porches shall not exceed 35% of each primary façade upon which the projections extend from. The wall area of projections enclosing interior space must be at least 50% glazed. Building projections may not extend into the minimum side and rear setback from adjacent parcels (i.e. parcels not included in the Parkline project).</p>

Major Building Modulations	A major modulation is a break in the building plane (defined as a recess, offset wall plane, or projecting form) extending from the ground level to at least the top of the building's height that provides visual variety, reduces large building volumes, and/or provides spaces for entryways and publicly accessible spaces.	<p>Minimum of one recess or projection of at least 20 feet wide by 8 feet deep per building side exceeding 100 feet for facades facing a Public street.</p> <p>Minimum of one recess or projection of at least 20 feet wide by 8 feet deep per building side exceeding 200 feet per building side facing a Private Street or publicly accessible open space.</p> <p>(Where a building side facing a Public street exceeds 200 feet a second major modulation is required and where a building side facing a Private street or publicly accessible open space exceeds 300 feet a second</p>	Does not apply	Does not apply	<p>Modulation is required on the building facade(s) facing publicly accessible spaces (e.g., Public streets, Private streets, and publicly accessible open space).</p> <p>A recessed building modulation (set in from a primary facade plane) must be open to the sky above except for normal depth eaves. Walls, soffits, balconies, window bays, etc. cannot encroach on the recess, with the exception of a canopy set completely within the bay at the ground level at a building entrance.</p> <p>Long term parking is not allowed in the modulation recess, but pick up and drop off areas are allowed.</p> <p>Building step-backs are not required at major building modulations, as the entire vertical height of buildings are already stepped back from the primary façade.</p>
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Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
		major modulation is required.)			
Building Entrances	The minimum ratio of entrances to building length along a Public street, Private street, or publicly accessible open space.	One entrance every 200 feet of building length along a Public street, Private street, or Paseo (pedestrian and/or bicycle path). A minimum of one entrance is required on each applicable façade.			Entrances at a building corner may be used to satisfy this requirement for both frontages. Entrances do not need to be into lobbies and can include secondary entrances usable by residents of the building.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Ground Floor Transparency	The minimum percentage of the ground floor façade at each building side facing a Public street, Private street, or publicly accessible open space that must provide visual transparency, such as clear-glass windows, doors, or non-glazed openings as measured between the first and second floor level (or eave level if single story).	25%	Does not apply	Does not apply	<p>This standard shall apply to each ground floor façade regardless of the building use at the location of the façade.</p> <p>Opaque or mirrored glass shall not count as transparent glazing.</p> <p>Screens or grates (e.g., at parking garage entries or into courtyards) more than 50% solid shall not count as transparent).</p>
Minimum Ground Floor Height Along Street Frontage	The minimum height between the ground-level finished floor to the second-level finished floor along the street (both Public and Private streets).	10 feet	10 feet	10 feet	Internal Private streets (e.g. public access easements in parking courts or driveways) that provide sole access to a building shall be considered a street frontage for this requirement.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Garage Entrances	Width of garage entry/door along Public and Private street frontage.	Maximum 12-foot opening for one-way entrance; maximum 24-foot opening for two-way entrance	Maximum 8-foot opening for single-car garage; maximum 16-foot opening for two-car garage	Maximum 8-foot opening for one-car garage; maximum 16-foot opening for two-car garage	Garage entrances must be separated by a minimum of 100 feet to ensure all entrances/exits are not grouped together or resulting in an entire stretch of sidewalk unsafe and undesirable for pedestrians. Dwelling units/buildings with garages attached to units are excepted from this requirement.
Garage/ Parking Structure Location and Screening	Location of above grade garages/structured parking relative to Public streets and screening	Other than garage entrances, above grade garages/ parking structures shall not face a Public street and shall be shielded from public view by the primary building, portion thereof, or similar condition	Collective garage structures or individual unit garage doors shall not face a Public street	Individual unit garage doors shall not face a Public street	Exterior lighting fixtures shall use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky Lighting in parking garages shall be screened and controlled so as not to disturb surrounding properties, but shall ensure adequate public security

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Structured Parking Garages	Vehicular parking access, location, and design for structured parking.	<p>Shared entrances to parking for nonresidential and residential uses shall be used where possible.</p> <p>Loading docks shall be located on local or interior access streets and to the rear of buildings.</p> <p>Aboveground garages shall be screened (with perforated walls, vertical elements, landscaping or materials that provide visual interest at the pedestrian scale) or located behind buildings that are along Public streets.</p>	Does not apply	Does not apply	

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Surface Parking	Location and screening requirements for surface parking.	Surface parking lots shall be buffered from adjacent buildings by a minimum six (6) feet of paved pathway and/or landscaped area and shall be screened with landscaping features such as trees, planters, and vegetation.	Does not apply	Does not apply	Surface parking lots shall be planted with at least one (1) tree with a minimum size of a twenty-four (24) inch box for every eight (8) parking spaces. Required plantings may be grouped where carports with solar panels are provided.
Awnings, Signs, and Canopies	The maximum depth of awnings, signs, and canopies that project horizontally from the face of the building.	6 feet	6 feet	6 feet	Horizontal projections shall not extend into the public right-of-way. A minimum vertical clearance of 8 feet from finished grade to the bottom of the projection is required.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Trash, Storage, Utility Equipment and Enclosures	Regulations for location, screening, and appearance.	<p>Trash and storage shall be enclosed and attractively screened from public view.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	<p>Trash and storage shall be enclosed and attractively screened from public view.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	<p>Trash and storage shall be enclosed and attractively screened from public view.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	For the Attached and Detached Townhomes, if common trash enclosures are not used, sufficient space shall be provided in the unit's garage to accommodate three stream trash bins (trash, recycling, and compost). This space shall be located outside the required minimum dimensions for a covered parking space.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Massing and Height Variation	Building façade height variation (offsets) at eaves/roof edges.	Each building side facing a Public street, Private street, or publicly accessible open space shall have a façade height variation at the upper eave or parapet of at least four (4) feet; or alternatively, stepped massing of one level or more across the façade. Facades wider than 200 feet shall incorporate at least two height offsets.	Each building side more than 50 feet in length facing a pedestrian pathway or Public or Private Street, shall provide variation of height at the eave or roofline of at least (4) feet. This can be achieved by alternating height between units, by providing staggered units in plan, providing roof type variation, or by creating massing step backs. The intent of the standard is to provide a varied and dynamic skyline.	NA	Stepped massing at the façade shall mean an offset of at least one floor level at a primary façade/building form (e.g., a 4-story wall plane with roof abuts a 5-story wall plane with roof)

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Primary Entrance	A primary entrance is the main public entrance to the building.	The primary entry shall be into a prominent entry lobby or central courtyard and shall have a glazed multi-door/window opening	NA	NA	<p>At least one Primary Entrance is required and shall be accessed from the Public street façade.</p> <p>The Primary Entrance to the building shall provide entries, access points or features oriented to the street that are visible from areas accessible by the public and provide visual cues to denote access into the building. For larger residential buildings with shared entries, the main entry shall be through prominent entry lobbies or central courtyards facing the street.</p>

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Stucco	<p>All exterior stucco shall be steel trowel smooth texture or Santa Barbara texture (steel trowel smooth texture with tool marks or open areas).</p> <p>Sand (rubber float applied) or similar textures or rough textures not permitted.</p>	Applies	Applies	Applies	<p>Stucco on the exterior façade shall be limited to no more than 50% of the entire area of an elevation, inclusive of all windows and doors.</p> <p>Where Spanish Revival Architecture is used stucco may exceed 50% of wall surface; however, 10% of all wall surface, excluding doors and windows, shall have a secondary/accent material.</p> <p>Facades completely enclosed within the building (e.g., internal courtyards) are exempt from this requirement.</p>

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Accent Material	Where stucco is used as the primary wall surface material a second/accent wall surface material(s) will be required to equal or exceed 10% of stucco wall surface on exterior building walls. The secondary/accent material(s) should appear at all building sides but proportionally can vary by building side.	Applies	Applies	Applies	Doors, windows, columns, and trim are not considered wall surface materials.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Windows	<p>Residential unit windows/glazed doors shall be recessed at least 2 inches from the wall face to the nearest portion of the window frame.</p> <p>Common area windows/glazed doors shall be recessed at least 4 inches from the wall face to the nearest portion of the window frame.</p> <p>Does not apply to windows facing private or enclosed courtyards that are not visible to Public streets, Private streets, or publicly accessible open spaces.</p>	Applies	Applies	Applies	<p>Where simulated divided light windows are used, windows shall include mullions on the exterior and interior of the glazing and contain internal dividers (spacer bars) between the window panes.</p> <p>In lieu of recessed windows, windows may be flush with the exterior wall if a 2-inch projected exterior window frame is provided for windows at residential units and a 4-inch projected exterior window frame is provided for windows at common areas.</p>
Building Design — Detailing	Detailing at eaves, rakes, parapets, entry and garage doors, porches, wall articulation, railings, building mounted lighting fixtures.	Detailing shall be consistent with the architectural style of the building.	Detailing shall be consistent with the architectural style of the building.	Detailing shall be consistent with the architectural style of the building.	

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Downspouts	On any façade visible from publicly accessible areas, all downspouts shall be concealed within a wall except at/above a leader head.	Applies	Does not apply	Does not apply.	

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Exhaust, Air Intake Vents.	No exterior exhaust, intake, or other vent, louver, or grill shall be placed on any facade plane projecting forward of the primary facade such as at a projecting bay, bay window or projecting balcony enclosure, etc. and no vents shall be placed on primary facade plane at the upper most level of a facade (i.e., vent through roof, or through walls recessed from the primary façade plane or at right angles to the primary facade plane). Vents placed facing down from projecting balconies and bays are exempt from this standard.	Applies	Does not apply	Does not apply	Any vent or similar metal work shall be painted to match the adjacent wall surface.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Rooftop Elements	Location and design, including any prohibition on roof mounted equipment ⁴ .	Rooftop elements such as stair towers, elevator overruns and mechanical equipment screening shall be integrated with the building architecture in form and material or set at least 20 feet back from the façade.	Rooftop elements such as stair towers and mechanical equipment screening shall be integrated with the building architecture in form and material.	No Rooftop mechanical equipment permitted.	All mechanical or similar equipment shall be screened by a parapet or mechanical screening so to not be visible from the ground plane or any building level at or below the roof level on which the equipment sits.
Building Design — Balcony Railings	Railing design for privacy/usability on resident balconies facing public streets, Private streets or publicly accessible open space and when balconies project outboard of the building wall.	A minimum of 50% of balcony railings shall be opaque.	N/A	N/A	Balconies where at least two-thirds of the deck area is recessed behind the building wall are exempt from this requirement.

⁴ Photovoltaic equipment is not considered mechanical equipment.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Unit Mix Bedrooms	Percentage of total units across the Parkline project by bedroom count	Studio (10% maximum) 2+ Bedroom (40% minimum) 3+ Bedroom (5% minimum)	2+ Bedroom (100% minimum) 3+ Bedroom (50% minimum)	2+ Bedroom (100% minimum) 3+ Bedroom (50% minimum)	Does not apply to affordable senior housing.
Zoning Parking Vehicular		1.25 spaces maximum per dwelling unit, 0.33 additional guest spaces per dwelling unit maximum	2 spaces maximum per dwelling unit	2 spaces maximum per dwelling unit	No minimum parking requirements on development projects located within a half-mile radius of a major transit stop as required by AB 2097.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Lighting: "Dark Skies" Guidelines	<p>All exterior lighting (including pathway lighting) shall adhere to the following guidelines:</p> <ul style="list-style-type: none"> • Only on when needed • Only lighting the area that needs it • No brighter than necessary • Minimize blue light emissions (correlated color temperature of 2700 Kelvin or less) • Eliminate upward-directed light 	Applies	Applies	Applies	<p>Lighting shall be reviewed for adherence to "Dark Skies" guidelines published by DarkSky International and public/life safety guidelines/standards during architectural control permit review.</p> <p>Exceptions to "Dark Skies" guidelines may be considered by the Planning Commission through a use permit. Exceptions should be limited to standards that are infeasible due to public/life safety standards and should incorporate alternatives.</p>

Nonresidential

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Minimum lot dimensions	Minimum size of a lot calculated using lot lines.	150 feet width 300 feet depth	100 feet width 300 feet depth	100 feet width 200 feet depth	There are no minimum lot sizes if minimum dimensions are met.
Minimum setback from property at Public streets	Minimum linear feet building can be sited from property line adjacent to street.	200 feet	200 feet	200 feet	Setback from Property Line adjacent to Public street.
Minimum setback at Private streets	Minimum linear feet building can be sited from edge of adjacent Private street.	30 feet	10 feet	10 feet	Setback from edge of public access easement (inclusive of typical pedestrian infrastructure e.g., standard sidewalk) Does not apply to existing Buildings P, S, and T but applies to any additions.

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Maximum setback at Private streets	Maximum linear feet building can be sited from adjacent street curb.	120 feet	Does not apply	Does not apply	<p>Setback from edge of public access easement (inclusive of typical pedestrian infrastructure e.g., standard sidewalk)</p> <p>Maximum setbacks for each nonresidential building from the internal Loop Road shall be set by the building-specific architectural control permit, with the goal of maintaining a large central publicly accessible open space ("Parkline Commons") framed by the nonresidential buildings.</p>
Minimum side and rear setbacks from adjacent parcels	Minimum setback from parcels adjacent to the Parkline project site	20 feet (30 feet for structures that exceed 40 feet in height)	20 feet (30 feet for structures that exceed 40 feet in height)	20 feet (30 feet for structures that exceed 40 feet in height)	<p>Utility/trash enclosure/pad and one-story structures may extend ten (10) feet into a side or rear setback adjacent to other parcels.</p> <p>Other parcels refers to non-Parkline project site parcels.</p> <p>Minimum 20-foot setback depth for a landscape planting zone for all screening landscape along Parkline masterplan project edge where nearest primary building façade exceeds 40 feet in height.</p>
Minimum interior setbacks	Minimum linear feet building can be sited from interior property lines.	0 feet	0 feet	0 feet	<p>Standard is for setbacks from parcels within the Parkline project site.</p> <p>Exclude Utility/ trash enclosure/ pad</p>

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Minimum setbacks between buildings	Minimum linear feet building can be sited from adjacent buildings within the Parkline project site.	50 feet	50 feet (Does not apply to amenity building adjacent to parking structure.)	50 feet (Does not apply to parking structure adjacent to amenity building.)	Exclude utility/ trash enclosure/ pads

Height	<p>Height is defined in MPMC Section 16.04.330.</p> <p>Height is regulated by the C-1-S zoning district, unless otherwise regulated by these standards, and does not include roof-mounted equipment and utilities.</p>	Maximum Height: 95 feet	Maximum Height: 70 feet	Maximum Height: 55 feet	<p>A parapet used to screen mechanical equipment may exceed the maximum height but not beyond the maximum height permitted for mechanical equipment as described below.</p> <p>Rooftop structures at office/R&D buildings may exceed the designed roof height of the building by the amounts specified below:</p> <ol style="list-style-type: none"> 1) rooftop stair and elevator towers/overruns 14 feet if within 30 feet of façade, otherwise 20 feet (may exceed the maximum height limit); and 2) mechanical equipment, penthouse equipment rooms, and mechanical screening 20 feet but must be set back at least 20 feet from façade if taller than building parapet. May extend to 25 feet if 40 feet back from façade (may exceed the maximum height limit). <p>Rooftop structures at parking garages may exceed the designed roof level of the structure by the amounts specified below:</p> <ol style="list-style-type: none"> 1) stair and elevator towers 14 feet (may exceed the maximum height); and
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Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
					2) rooftop sunshades/canopies or solar panels with support roofing 14 feet but must be setback at least 15 feet from the façade (may not exceed the maximum height).
Frontage Landscaping	The percentage of the setback area devoted to landscaping, ground cover and vegetation. Trees may or may not be within the landscaped area. For this requirement, the setback area is the area between the property line at the Public street or edge of public access easement for a Private street and the face of the building.	Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage.	Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage.	Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage.	<p>Setback areas adjacent to active ground floor uses, including lobbies, retail, and eating and drinking establishments with decorative hardscape paving for plazas, entry walkways, are considered frontage landscaping for purposes of this standard.</p> <p>Where enhanced bicycle and pedestrian facilities beyond standard frontage improvements occur (e.g., multiuse pathways), the facility is considered frontage landscaping for purposes of this standard.</p> <p>(Note: For Parkline, the Loop Road would be considered a Private street for this regulation)</p>
Surface Parking Along Street Frontage	Surface parking may be located along a Public or Private street if setback appropriately.	20 feet for Public streets; 5 feet for Private streets	20 feet for Public streets; 5 feet for Private streets	20 feet for Public streets; 5 feet for Private streets	A maximum of 35% of the linear frontage of building adjacent to the street is allowed to be used for off-street surface parking. Surface parking must meet the minimum required setbacks.

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Building Projections	The maximum depth and percentage of allowable building projections, such as balconies or bay windows, from the required setback (e.g., setback between nonresidential buildings, setback from Public and Private street) for portions of the building above the ground floor.	5 feet into a setback but no maximum projection depth if not into a setback.	5 feet into a setback but no maximum depth if not into a setback.	5 feet into a setback but no maximum depth if not into a setback.	<p>Building projections shall not be required.</p> <p>The surface area of allowed building projections shall not exceed 35% of each primary façade upon which the projections extend from. Surface area of unenclosed projections is measured by amount of opaque materials that make up the elevation of the projection. The wall area of projections enclosing interior space must be at least 75% glazed.</p>

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Building Modulations	A building modulation is a break in the building plane from the ground level to the top of the building that provides visual variety, reduces large building volumes and provides spaces for entryways and publicly accessible spaces.	One recess or extension of 15 feet wide by 10 feet deep for every 200 feet with a minimum of one per façade.	See Articulation Requirement	One recess of 15 feet wide by 10 feet deep for every 200 feet with a minimum of one per façade.	<p>Modulation is required on the building facade(s) facing publicly accessible spaces (streets, open space, and Paseos). Parking is not allowed in the modulation recess. When more than 50% of an existing building facade that faces a publicly accessible space is altered, it must comply with these modulation requirements.</p> <p>Building modulations shall be accompanied by a change in building material, glazing patterns, and color as well as a 4-foot minimum height offset at the façade edge from the adjacent portion of the structure. Horizontal canopies or sunshades may be placed within a recessed modulation with entry canopies extending up to 7 feet from the face of the building adjacent the modulation.</p>

Building Form/Façade Articulation	Articulation(s) to the building form vary the treatment of the façade by altering the plane of the façade, its shape material, color, or fenestration to reduce monotony and add visual interest, scale, or character.	Each building façade exceeding 100 feet or greater in width shall have one or more form articulations at least 5 feet in depth (projected or recessed from the primary facade) and covering in total at least 10% of the façade area with distinctive variation in wall shape, material, color, or fenestration pattern from the primary facade.	One recess or projection of 15 feet wide by 2 feet deep (minimum) per façade exceeding 200 feet (2 if façade exceeds 400 feet); applies only to facades facing publicly accessible open spaces, and Public or Private streets or, as an alternative to providing such a recess, the design may use different materials and screening elements to provide façade articulation comparable to a 2 foot recess, subject to Architectural Control approval.	Each building façade exceeding 100 feet or greater in width shall have one or more form articulations at least 5 feet in depth (projected or recessed from the primary facade) and covering in total at least 10% of the façade area with distinctive variation in wall shape, material, color, or fenestration pattern from the primary facade.	Building Form/Façade Articulation shall be a separate requirement from the building modulation requirement.
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Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Building Entrances	The minimum number of entrances along a Public street, Private street, or publicly accessible open space.	One entrance per Public or Private street frontage; one entrance facing publicly accessible open space along the greatest building length.	One entrance per applicable frontage.	One entrance per publicly accessible open space frontage.	Entrances at a building corner may be used to satisfy this requirement for both frontages. Entrances to ground level amenities within the footprint of the building may be counted as an entry to one side. Building entrances (except for garages) shall be marked by distinctive fenestration patterns and a canopy or recess of at least 4 feet deep at entry doors.
Ground Floor Transparency	The minimum percentage of the ground floor facade (finished floor to ceiling) that must provide visual transparency, such as clear-glass windows, doors, etc.	30%	Does not apply	30%	Windows shall not be opaque or mirrored.
Minimum Ground Floor Height	The minimum height between the ground-level finished floor to the second-level finished floor.	15 feet	10 feet	15 feet	

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Garage Entrances (Vehicular Only; Pedestrian Entrances addressed in Building Entrances)	Width of garage entry/door along street frontage.	Maximum 12-foot opening for one-way entrance; maximum 24-foot opening for two-way entrance.	Maximum 12-foot opening for one-way entrance; maximum 24-foot opening for two-way entrance; maximum 36-foot opening for three aisle entrance.	Does not apply	<p>Garage entrances must be separated by a minimum of 100 feet to ensure all entrances/exits are not grouped together or resulting in an entire stretch of sidewalk unsafe and undesirable for pedestrians.</p> <p>Internal Private streets (e.g. public access easements) that provide sole access to a building shall be considered a street frontage for this requirement.</p> <p>Entries to garages shall be clearly identified for all travel modes with such wayfinding feature as clear signage.</p>

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Garage Façade Treatment	Design and material treatment of garage facades	Does not apply	Aboveground garage facades shall be embellished with vertical landscaping, decorative solid or perforated panels, and varied materials and/or colors that provide visual interest for the full height of the facade	Does not apply	Concrete if expressed shall have decorative relief patterns or similar treatments and color additives or stains (non-grey concrete). Solid guardrails or perforated panels shall be used to block headlights at parking spaces, where openings occur.
Awnings, Signs, and Canopies	The maximum depth of awnings, signs, and canopies that project horizontally from the face of the building.	Does not apply	10 feet	Does not apply	Horizontal projections shall not extend into Public and Private streets, and publicly accessible open space. A minimum vertical clearance of 8 feet from finished grade to the bottom of the projection is required.
Exterior Materials — Stucco	Limitations on use and texture of exterior cement plaster (stucco)	50% of façade maximum	50% of façade maximum	50% of façade maximum	All stucco shall be steel trowel smooth texture. Sand (rubber float applied) or similar textures or rough textures not permitted.

<p>Trash, Storage and Utility Enclosures</p>	<p>Restrictions on location and materials</p> <p>A primary building entrance is the main public entrance to the building on any building side where a building entrance is required.</p>	<p>Trash enclosures shall be located at least 60 feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	<p>Trash enclosures shall be located at least 60 feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	<p>Trash enclosures shall be located at least 60 feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	<p>Exception to standard: Trash enclosures may be located closer than 60 feet of a primary building entrance provided the enclosure is integrated into the building design with materials and finishes similar to the primary building materials and landscape (i.e., finishes that are near or identical to the finishes of the building such that the enclosures appear as if they part of the building); exposed CMU will not be allowed for purposes of this exception.</p>
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Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Lighting: "Dark Skies" Guidelines	<p>All exterior lighting (including pathway lighting) shall adhere to the following guidelines:</p> <ul style="list-style-type: none"> • Only on when needed • Only lighting the area that needs it • No brighter than necessary • Minimize blue light emissions (correlated color temperature of 2700 Kelvin or less) • Eliminate upward-directed light 	Applies	Applies	Applies	<p>Lighting shall be reviewed for adherence to "Dark Skies" guidelines published by DarkSky International and public/life safety guidelines/standards during architectural control permit review.</p> <p>Exceptions to "Dark Skies" guidelines may be considered by the Planning Commission through a use permit. Exceptions should be limited to standards that are infeasible due to public/life safety standards and should incorporate alternatives.</p>



Parkline Transportation Demand Management (TDM) Plan

Prepared for:
LPGS Menlo, LLC / SRI International

September 2025

SJ21-2095

Fehr & Peers

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1. Introduction

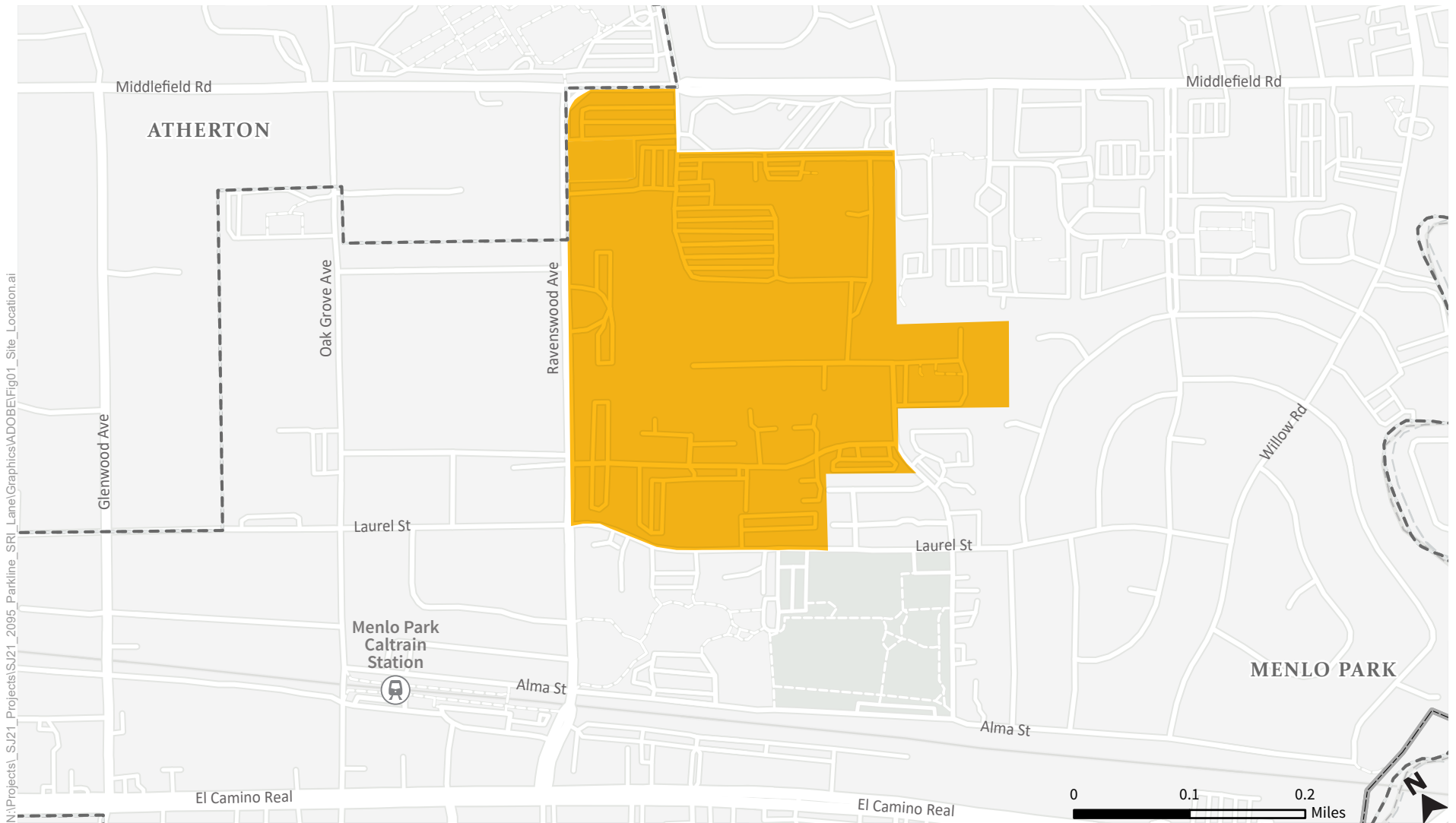
Parkline is located within the City of Menlo Park, near the City's downtown and close to City Hall and Burgess Park. The site is within one half-mile of Menlo Park Caltrain Station. Parkline will transform the existing Stanford Research Institute (SRI) International campus into an open and inviting transit-oriented mixed-use neighborhood including a new sustainable office/research and development (R&D) campus with no net increase in commercial square footage, new housing units at a range of affordability levels, new bicycle and pedestrian connections, and open space. **Figure 1** shows the site location and the transportation network surrounding Parkline.

This Transportation Demand Management (TDM) Plan documents the TDM measures proposed for the residential and office/R&D components of Parkline. The primary purpose of any TDM plan is to lower the amount of development-generated vehicle traffic by creating measures, strategies, incentives, and policies to shift workers and residents from driving alone to using other travel modes including transit, carpooling, ridesharing, cycling, and walking. TDM strategies can include informational resources, physical site enhancements, monetary incentives, and more. In addition to reducing vehicles trips, the TDM Plan can reduce the parking demand of residents and office workers. This report presents the comprehensive TDM Plan for Parkline.

The existing and proposed transit, bicycle, and pedestrian facilities near the Parkline site are illustrated in this document to provide transportation context. The TDM Plan describes how Parkline's attributes such as the site's location (adjacent roadways and transit access), land uses (residential and office/R&D), physical design, and proposed improvements support alternative modes of transportation that supplement the proposed TDM measures provided to the Parkline employees and residents.

1.1 Project Description

Parkline's program has evolved over time during the development review process, resulting in a final program that contains, among other things, 1 million sf of commercial space that accommodates a new office/research and development (R&D) campus; up to 800 new dwelling units at a range of



 Project Area



Figure 1
Site Location
Page I-2.112

affordability levels (comprised of 646 multi-family units and townhomes, and a proposed land dedication to an affordable housing developer that could accommodate up to 154 affordable units); new bicycle and pedestrian connections; and approximately 29 acres of open space.

In total, Parkline will include approximately 2,096,000 square feet (sf) of mixed-use development, with approximately 1 million sf of non-residential uses and approximately 1,096,00 sf of residential uses. Parkline will demolish all buildings on SRI International's Campus, excluding Buildings P, S, and T, which would remain onsite and be operated by SRI International.

The TDM Plan will apply to the Parkline land uses as ultimately approved by the City.

2. Site Context – Transportation Services

The Parkline site is well served by the existing transportation system, which includes roadways, pedestrian and bicycle facilities, and transit services (i.e., Caltrain, SamTrans and Menlo Park community shuttles). The existing transit, bicycle, and pedestrian facilities, and planned Parkline improvements that will support travel to the site by modes of transportation other than driving alone, are described below. The data presented represents transit operating conditions based on the current published schedules.

2.1 Transit Service

Parkline is near several transit service options, including Caltrain, SamTrans and Menlo Park community shuttles. The City of Menlo Park encourages the use of transit as an alternative mode of transportation and is served by two major transit providers: San Mateo County Transit District (SamTrans) and Caltrain. SamTrans provides bus service throughout San Mateo County and into parts of San Francisco and Palo Alto. Caltrain provides commuter rail service between San Francisco and San José. In addition, Menlo Park operates community shuttles to Belle Haven / Bohannon Drive area, Sharon Heights, and in between Caltrain and Ivy Drive. The community shuttles offer connections with other regional transit agencies like Caltrain, SamTrans, and VTA. Additionally, the Menlo Park community shuttle includes the Shopper's Shuttle program, which is a door-to-door service for people who require extra assistance. The Shopper's Shuttle service operates three days a week for travel within Menlo Park, Palo Alto, and Redwood City. Paratransit services are also available for seniors and people with disabilities. The transit district also offers Redi-Wheels paratransit service for persons with disabilities who are unable to ride SamTrans' regular buses.

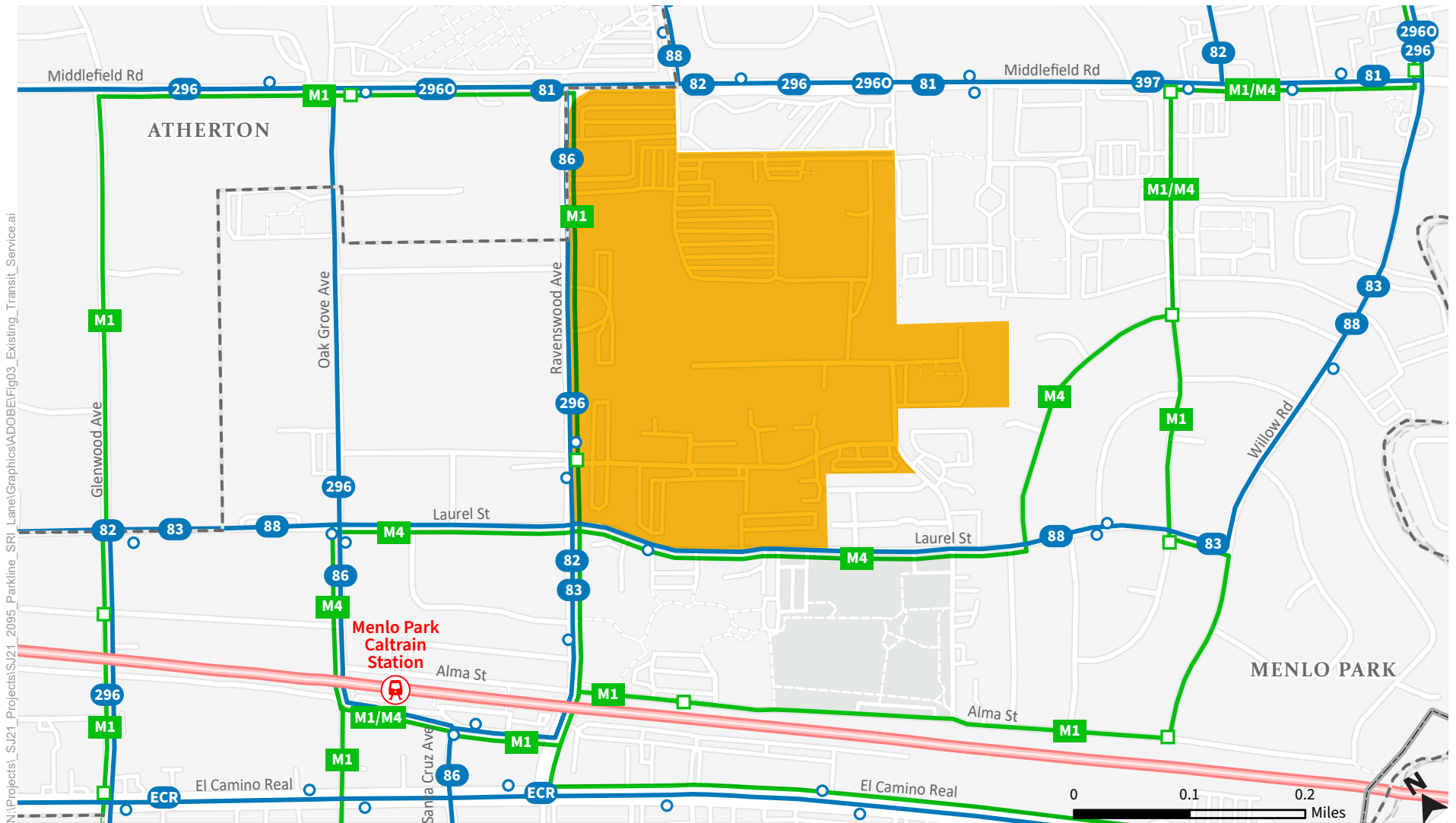
Figure 2 shows the existing transit bus routes and bus stops serving Parkline. **Table 1** summarizes hours of operation and service frequencies for the bus routes nearest the site.

2.1.1 Caltrain

Caltrain provides weekday commuter rail service between San José and San Francisco. There are currently 52 trains traveling northbound from San José to San Francisco and 52 trains traveling southbound from San Francisco to San José each weekday. A total of 75 trains serve the Menlo Park station each weekday.



The Caltrain weekday service in Menlo Park includes limited and local service. Limited service is an express service that stops at limited number of stations between San Francisco and San José, improving travel times for patrons. Local service stops at all stations, providing greater geographic coverage, but travel times are slower. There are 31 limited trains and 44 local trains serving Menlo Park on a weekday. The



- Project Area
- Caltrain Station
- SamTrans Stops
- Menlo Park Community Shuttle Stops
- Caltrain
- SamTrans Routes
- Menlo Park Community Shuttles

Source: San Mateo County Transit District
City of Menlo Park



Figure 2
Existing Transit Service
Page I-2.115

Table 1: Nearby Transit Services

Route	From	To	Weekdays		Weekends		Notes
			Operating Hours	Peak Headway (minutes)	Operating Hours	Headway (min)	
Caltrain Service							
Northbound	San José	San Francisco	4:28 am–11:12 pm	24	7:15 am–10:28 pm	60	
Southbound	San Francisco	San José	4:51 am – 12:05 am	24	7:47 am–11:13 pm	60	
SamTrans							
ECR NB	Palo Alto	Daly City	4:05 am – 11:50 pm	15	4:50 am–11:50 pm	20	
ECR SB	Daly City	Palo Alto	4:40 am – 12:15 am	15– 20	5:40 am–12:40 am	20	
Route 397	Drumm/Clay	Palo Alto Transit Center	3:30am–6:15 am	60	3:30am–6:15 am	60	N/A during mid-day or evenings
Route 296	Bayshore/Donohoe	Redwood City Transit Center	5:15 am–9:56 pm	15	8:31am – 7:35 pm	30	
Route 82	Bay/Marsh	Hillview Middle School	7:40 am & 3:17 pm	N/A	No Service		School days only
Route 83	Bay/Menlo Oaks	Hillview Middle School	7:28 am & 3:18 pm	N/A	No Service		School days only
Route 88	Bay/Marsh	Encinal School	2:05 pm & 3:15 pm	N/A	No Service		School days only
Community Shuttles			Morning	Afternoon			
M1- Crosstown to/from Sharon Heights	Terminal and Del Norte	Menlo Commons	8:15 am–10:49 am	12:07 pm – 3:27 pm	No Service		Free of Cost
M1- Crosstown to/from Belle Haven	Sharon Hts. Shopping Center	Terminal and Del Norte	9:00 am–10:01 am	12:55 pm – 4:23 pm	No Service		Free of Cost
M4- Willow Road Shuttle	Menlo Park Caltrain Station	Menlo Park Caltrain Station	6:41 am–9:47 am	3:58 pm–5:21 pm	No Service		Free of Cost
Shoppers’ Shuttle	Home	Multiple facilities and back to home	Tue & Wed 9:30 am–1:30 pm	N/A	Only on Saturdays 9:30 am– 1:30 pm		Free of Cost

Source: Fehr & Peers, August 2023.

Menlo Park Downtown station is located less than one half mile (~2,500 feet) west of Parkline and can be accessed by a ten-minute walk or five-minute bicycle ride.

2.1.2 SamTrans Bus Service

SamTrans is a public transportation agency that provides bus service throughout San Mateo County including service in Menlo Park. SamTrans also operates commuter shuttles to Caltrain and BART stations as well as community shuttles in several local jurisdictions. SamTrans operates six regularly scheduled routes that either directly connect to or are within a short walking distance (less than one half-mile) of Parkline. Five of the routes provide service to Parkline along Middlefield Road, Ravenswood Avenue, or Laurel Street. The fifth route operates on El Camino Real.



Routes 82, 83, and 88 provide local service within the City of Menlo Park and Atherton, and only operate on days school is in session. The other three routes provide regional or subregional service. Routes 296 and 397 operate on Middlefield Road and serve East Palo Alto, west Menlo Park, and extends into Redwood City connecting to the downtown Caltrain Station. Route ECR provides service along El Camino Real from the Palo Alto Transit Center in the south to Daly City BART Station in the north.

2.1.3 Menlo Park Community Shuttles

The Menlo Park community shuttle service has been in operation since 1989 and is funded through grants from San Mateo City/County Association of Governments, Bay Area Air Quality Management District, and the City of Menlo Park. There are a total of five community shuttles routes: M1 Crosstown Shuttle, M3 Marsh Road Shuttle, M4 Willow Road Shuttle, Menlo Gateway Shuttle, and Shoppers' Shuttle. Three of the shuttles could be utilized by future Parkline residents and workers. With route modifications, M1 Crosstown Shuttle and M4 Willow Road Shuttle could serve Parkline. Residents of Parkline would also have access to the Shopper's Shuttle.



The M1 Crosstown Shuttle route runs between the Belle Haven neighborhood in east Menlo Park to the Menlo Commons/Sharon Height Shopping Center in west Menlo Park. The shuttle circulates through downtown Menlo Park and connects with both the Menlo Park and Palo Alto Caltrain stations. The current route does not directly connect to Parkline. The closest stops are located south and west of Parkline along Linfield Drive and Alma Street.

The M4 Willow Road Shuttle route runs between the Menlo Park Caltrain station and the business parks located along O'Brien Drive. While this shuttle travels on Laurel Street, there are no existing shuttle stops on Parkline frontages. The M4 shuttle schedule operates Monday through Friday to coincide with the peak period Caltrain schedule.

Shoppers' Shuttle is an on-demand, door-to-door service that provides trips to multiple destinations in Menlo Park, Palo Alto, and Redwood City. Reservation-only service is only available on limited number of days for a limited number of hours.

2.1.4 Paratransit

SamTrans paratransit service is provided to eligible individuals with disabilities who are prevented from using regular transit services. SamTrans provides paratransit service using Redi-Wheels on the bayside of the county and RediCoast on the coast side. Parkline residents and employees that live within San Mateo County would be eligible to use this ADA paratransit service to reach nearby destinations within the county.



SamTrans' Peninsula Rides provides seniors and those with accessibility needs in San Mateo County with the resources to stay mobile and get around the community. There are other services specifically for seniors besides public transit or shuttles: Senior Center Services transport seniors to and from their homes to designated senior centers; and there are many other community services at a reasonable cost for people who require extra assistance.

2.2 Existing Pedestrian and Bicycle Facilities

2.2.1 Existing Pedestrian Facilities

Parkline's perimeter is served by a range of pedestrian facilities near including sidewalks, crosswalks, curb ramps, and pedestrian signals. There are continuous sidewalks on both sides of the roadways on Laurel Street and Middlefield Road along Parkline frontages. On Ravenswood Avenue there is a continuous sidewalk on the south side of the roadway. On the north side of Ravenswood Avenue, a sidewalk extends between Laurel Street and Marcussen Drive; however, there is no sidewalk between Marcussen Drive and Middlefield Road. This section of roadway is within the Town of Atherton, which does not provide sidewalks on most of its streets.

Table 2 summarizes locations of existing pedestrian crosswalks at the intersections adjacent to Parkline. Crosswalks are located at the signalized intersections adjoining the site. The intersection of Middlefield Road/Ravenswood Avenue does not have a crosswalk on the north approach due to the signal phasing. In addition, there are no existing sidewalks on Ravenswood Avenue and Middlefield Road on the northwest corner of the intersection (within the Town of Atherton). The intersections of Pine Street/Ravenswood Avenue and Ringwood Avenue/Ravenswood Avenue have crosswalks on all approaches.

There are no crosswalks at the two of the stop-sign controlled intersections: Pine Street/Ravenswood Avenue and Marcussen Drive/Ravenswood Avenue. At the stop-sign controlled intersection of Seminary Drive/Middlefield Road there is only one crosswalk, on the east approach on Seminary Drive.

The intersection of Alma Street/Ravenswood Avenue provides access to the Menlo Park Caltrain Station. There are crosswalks on three of the approaches. On the east approach on Ravenswood there is a high-visibility crosswalk with a pedestrian activated flashing beacon.

Table 2: Existing Pedestrian Crosswalk Locations

Intersection	Intersection Control	North Approach	East Approach	South Approach	West Approach
Laurel Street & Ravenswood Avenue	Signal	Yes	Yes	Yes	Yes
Pine Street & Ravenswood Avenue	Side Street Stop Sign	No	No	No	No
Marcussen Drive & Ravenswood Avenue	Side Street Stop Sign	No	No	No	No
Middlefield Road & Ravenswood Avenue ¹	Signal	No	NA	Yes	Yes
Middlefield Road & Ringwood Avenue ¹	Signal	Yes	Yes	Yes	Yes
Middlefield Road & Seminary Drive	Side Street Stop Sign	No	Yes	No	No
Alma Street & Ravenswood Avenue ²	Side Street Stop Sign	Yes	Yes	Yes	No

1 – Designated school crosswalks with yellow striping.

2 – The Alma Street & Ravenswood Avenue crosswalks provide access to the Meno Park Caltrain Station.

NA – Not applicable.

Source: Fehr & Peers, August 2023.

There are no existing mid-block crosswalks on the perimeter or the site. On Ravenswood there are no mid-block crosswalks between Laurel Street and Middlefield Road. On Middlefield Road there are no mid-block crosswalks between Ringwood Avenue and Linfield Avenue. On Laurel Street there are no mid-block crosswalks between Ravenswood Avenue and Burgess Drive.

Planned Pedestrian Improvements

The City of Menlo Park Transportation Master Plan, adopted by the Menlo Park City Council on November 17, 2020, establishes a detailed vision, sets goals and performance metrics for network performance, and outlines an implementation strategy for improvements to be implemented locally and for local contributions towards regional improvements. Many of the improvements identified in the Transportation Master Plan are focused on enhancing access to Menlo-Atherton High School.

The Transportation Master Plan identifies a range of planned pedestrian and bicycle improvements within the City, including several Tier 1 pedestrian and bicycle improvements near Parkline, most of which are planned along Middlefield Road. The key pedestrian projects surrounding Parkline include the following:

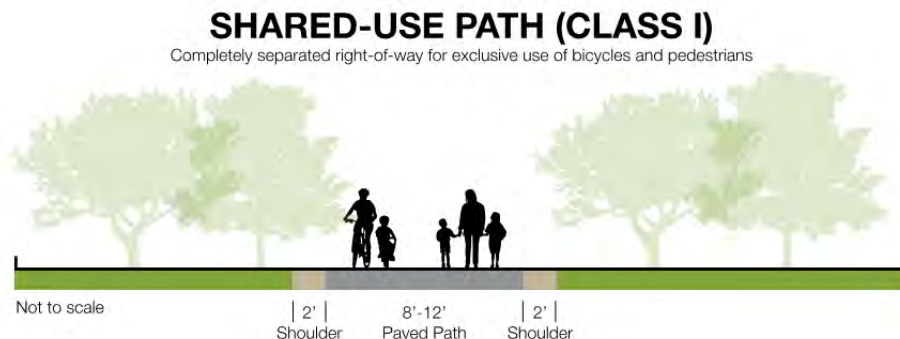
TMP #63 – Middlefield Road & Ravenswood Avenue – Remove eastbound Ravenswood Avenue channelized right-turn lane, install right-turn overlap phase, modify signal timing, install crosswalk and cross-bike markings on north Middlefield Road leg, install bike signal. Construct “jughandle” bicycle left-turn on east side of Middlefield Road to allow bicycle left-turns onto Ravenswood Avenue. Install “bicycle leaning rail” with push button for bicycles to initiate crossing phase on “jughandle” left-turn.

- **TMP #64 – Middlefield Road & Ringwood Avenue** – Remove southbound Middlefield Road channelized right turn. Reconstruct curb ramp and reduce curb radius on northwest corner. Replace crosswalks on north and west legs. Install two-stage left-turn queue boxes for cyclists traveling from Middlefield Road to Ringwood Avenue.
- **TMP #65 – Middlefield Road & Linfield Drive-Santa Monica Avenue** – Install High Intensity Activated Crosswalk (HAWK) or traffic signal with emergency pre-emption on Middlefield Road at Linfield Drive/Santa Monica Avenue. Install “Keep Clear” striping at Menlo Fire Protection District Station No. 1. Close sidewalk/pathway gap on eastern side of Middlefield Road between Linfield Drive and Santa Monica Avenue. Coordinate with Menlo Fire Protection District.

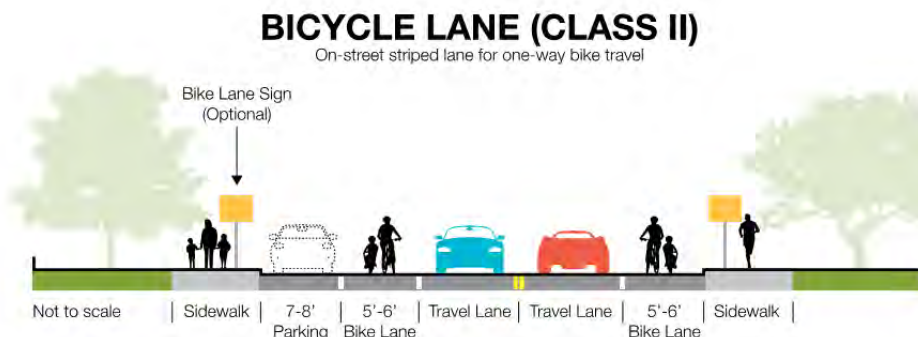
2.2.2 Existing and Proposed Bicycle Facilities

The California Department of Transportation (Caltrans) recognizes four classifications of bicycle facilities:

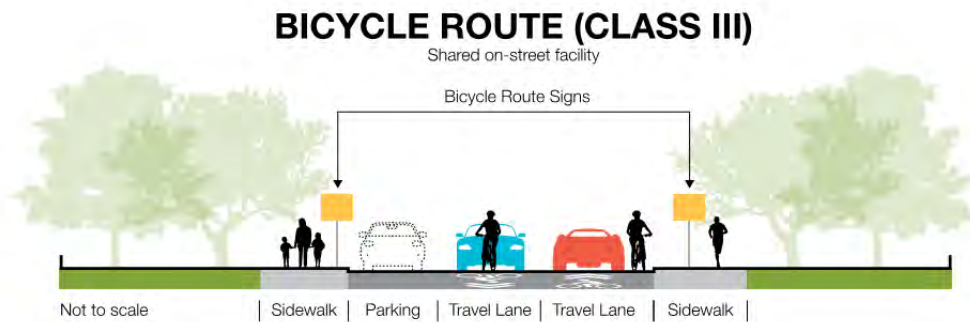
- **Class I Shared-Use Path**, commonly referred to as a Bikeway or Bike Path, is a facility separated from automobile traffic for the exclusive use of bicyclists. Class I facilities can be designed to accommodate other modes of transportation, including pedestrians and equestrians, in which case they are referred to as shared use paths.



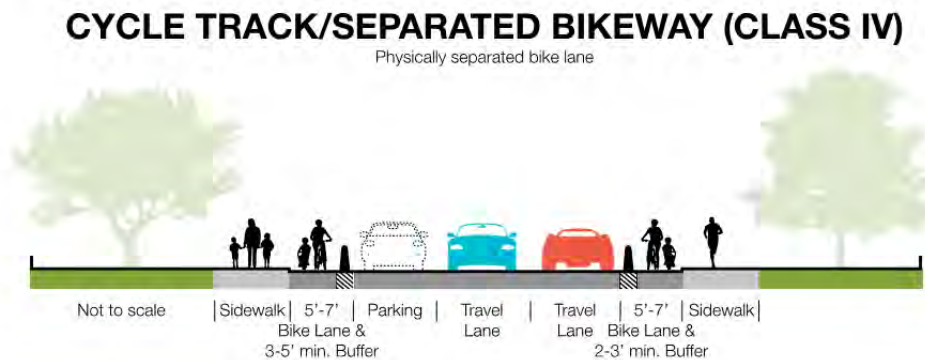
- **Class II Bicycle Lane** is a dedicated facility for bicyclists immediately adjacent to automobile traffic. Class II facilities are identified with striping, pavement markings, and signage, and can be modified with a painted buffer to become a buffered bicycle lane (Class II)



Class III Bicycle Route is an on-street route where bicyclists and automobiles share the road. They are identified with pavement markings and signage and are typically assigned to low-volume and/or low-speed streets.



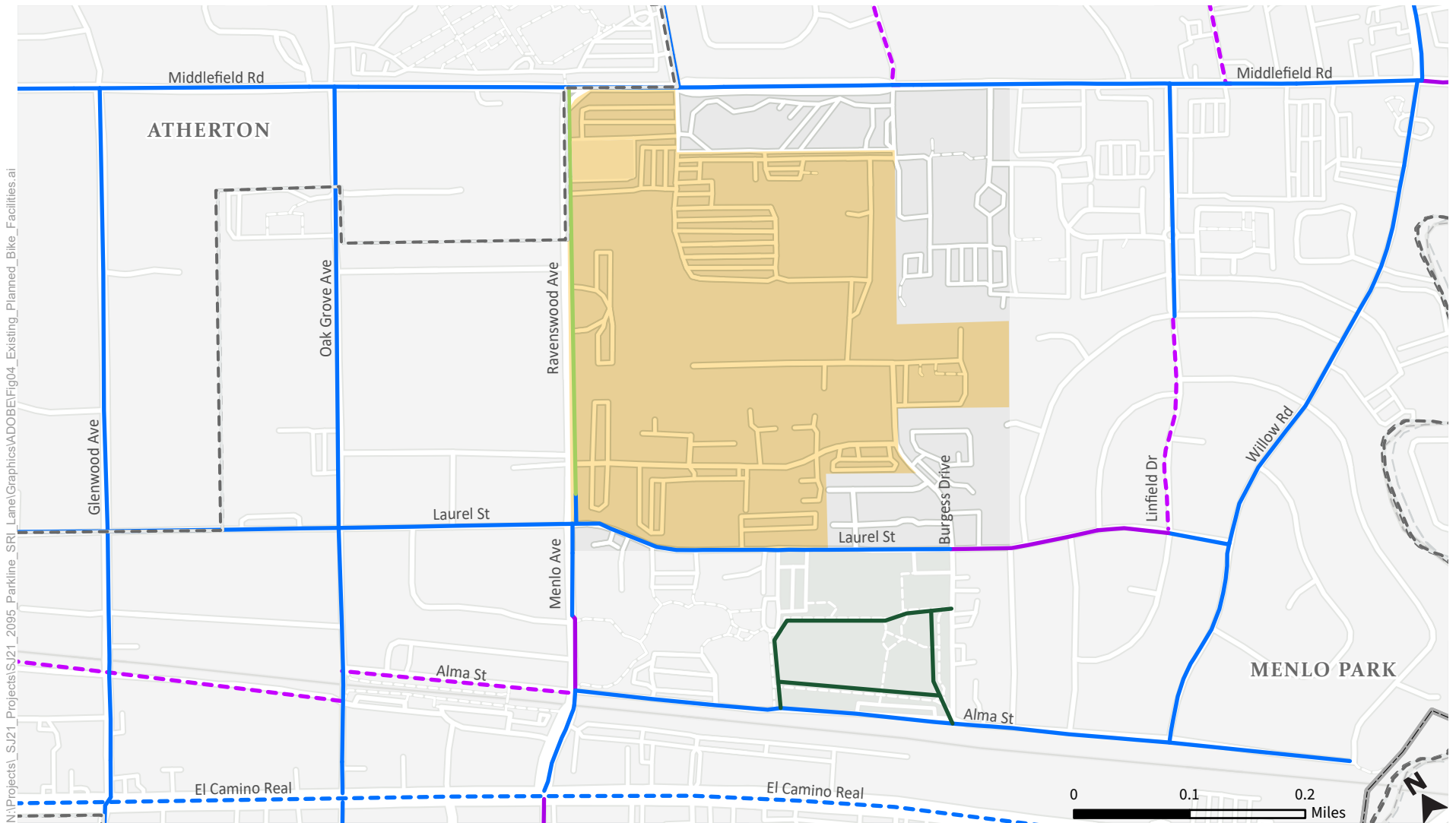
- **Class IV Cycle Track or Separated Bikeway**, commonly referred to as a protected bicycle lane, is a facility that combines elements of Class I and Class II facilities. They offer an exclusive bicycle route immediately adjacent to a roadway like a Class II facility but provide physical separation from traffic with plastic delineators, raised curb, parked automobiles, or other treatments.



As shown in **Figure 3**, there are existing Class II and Class IV bicycle facilities on the roadways bounding Parkline. Ravenswood Avenue has Class IV separated bicycle lanes between Laurel Street and Middlefield Road. Laurel Street and Middlefield Road both have Class II bicycle lanes. The bicycle lanes on Laurel extend from Burgess Drive in the south to Encinal Avenue in the north. The bicycle lanes on Middlefield Road extend from the Menlo Park city limits in the south into the City of Redwood City in the north (passing through the Town of Atherton).

Planned Bicycle Improvements

As also shown in **Figure 3**, there are four Transportation Master Plan Tier 1 bicycle improvements planned near Parkline. (Note that **Figure 3** shows only planned bicycle improvements as included in the Transportation Master Plan; Parkline proposes additional bicycle improvements, which are further shown in **Figure 4**.) One of the planned improvements was recently implemented by the City of Menlo Park:



Source: City of Menlo Park Transportation Master Plan (2020)

- Project Area
- Existing Bike Facilities**
- Class I Bike Path
- Class II Bike Lane
- Class III Bike Route
- Class IV Separated Bikeway
- Planned Bike Facilities**
- Class II Bike Lane
- Class III Bike Route

♦ Bicycle & pedestrian facilities proposed by Parkline project are shown on Figure 5

Figure 3
Existing and Planned Regional Bicycle Facilities

- *TMP #74 – Ravenswood Avenue & Laurel Street – Remove parking south of Ravenswood Avenue on west side of Laurel Street for approximately 150 feet and shift northbound lanes to establish a Class II bicycle lane. Widen and modify eastbound Ravenswood Avenue to shared thru-left lane and a right turn lane. Upgrade existing crosswalks to high-visibility. Modify southbound Laurel Street to a left-turn lane and a shared thru-right lane. Maintain existing Class II bicycle lanes. Remove parking on west side of Laurel Street north of Ravenswood Avenue for approximately 100 feet.*

The other planned improvements that have not been implemented by the City of Menlo Park are:

- *TMP #75 – Laurel Street from Burgess Drive to Willow Road – Establish Class II bicycle lanes (requires removal of parking on both sides of the street).*
- *TMP #79 – Alma Street from Ravenswood Avenue to Burgess Drive – Install sidewalk on the east side of Alma Street to connect to Burgess Park path. Upgrade crosswalks to high-visibility.*
- *TMP #81 – Middle Avenue Caltrain Crossing – Construct pedestrian and bicycle crossing at El Camino Real/Middle Avenue intersection. Connect to future plaza, to be funded and constructed via private development (Middle Plaza). Install pedestrian crossing improvements across Alma Street from Caltrain Crossing to Burgess Park.*

2.2.3 Existing Roadway Network

The roadway network near Parkline consists of local and state facilities. As shown in **Figure 1**, direct access to the site is via seven existing driveways located on Ravenswood Avenue, Middlefield Avenue, and Laurel Street. There are four driveways located on Ravenswood Avenue, one driveway on Middlefield Road, and two driveways on Laurel Street. The following sections describe roadway connections between the site and local and regional networks.

US 101 is a north-south freeway located north of Parkline with four to five travel lanes in each direction. One travel lane in each direction is designated as an express (toll) lane that high occupancy (HOV) vehicles can use for free or a reduced toll. Solo drivers can pay a toll to use the lane. US 101 extends from San Francisco to Gilroy in the Bay Area. Access to Parkline from US 101 is via Willow Road or Marsh Road.

Willow Road is an east-west roadway that extends from the Bayfront Expressway in the east to Alma Street in the west. Willow Road has a four-lane cross-section between Bayfront Expressway and US 101, and a two-lane cross-section from US 101 to Alma Street. Access to Parkline from Willow Road is via Middlefield Road.

Marsh Road is an east-west roadway that extends from Bayfront Expressway in the east to Middlefield Road in the west. Marsh Road is four- to six-lanes between Bayfront Expressway and Bay Road. Marsh Road becomes a two-lane road west of Bay Road, extending to Middlefield Road.

Middlefield Avenue is a north-south roadway that runs from Palo Alto to Redwood City. Middlefield Road is a two- to four-lane road that extends from the Menlo Park city limits in the south into the City

of Redwood City in the north (traversing the Town of Atherton). Most of Middlefield Road is a two-lane roadway; however, the roadway widens to four lanes at key intersections including Ringwood Avenue, Linfield Drive, and Willow Road.

Ravenswood Avenue is an east-west roadway on the north side of Parkline extending from Middlefield Road into downtown Menlo Park. It is a two-lane road from Middlefield Road to the Caltrain crossing widening to four-lanes at El Camino Real.

Laurel Street is a north-south two-lane roadway that extends from Willow Road in the south to Encinal Avenue in the north. Laurel Street is the western frontage of Parkline. The section of Laurel between Willow Road and Ravenswood Road has traffic calming devices installed to reduce traffic volumes in the residential areas.

Ringwood Avenue is an east-west two-lane road that extends from Bay Road to Middlefield Road. The western approach of the Ringwood Avenue and Middlefield Road intersection is an existing site entrance.

El Camino Real (State Highway 82) is a north-south arterial that extends from San José in the south to San Francisco in the north. El Camino Real is four- to six-lanes and passes through Menlo Park. El Camino Real is part of the state highway system; therefore, El Camino Real is maintained and managed by the California Department of Transportation (Caltrans).

Planned Roadway Improvements

Most of the Menlo Park Transportation Master Plan Tier I improvements are focused on pedestrian, bicycle, and local roadway safety improvements. However, there is one major roadway improvement planned near Parkline: the Caltrain Grade Separation project. The City of Menlo Park is working with the San Mateo County Transportation Authority on funding for the design and environmental phase. The Menlo Park grade separation project is a pipeline project identified within the Measure A grade separation program. The City is working with Caltrain on an agreement to pursue these design and environmental review phases of work, which will be led by Caltrain in coordination with the City.

3. TDM Measures & Strategies

3.1 Overview of TDM Strategies

There are numerous TDM strategies that can encourage residents and workers to use modes of transportation other than driving alone and, therefore, reduce the vehicle miles traveled (VMT) and parking demand generated by a development. TDM strategies fall into two categories: physical design features and operational TDM programs.

Physical design features encourage users to reduce the amount of driving they do by making alternatives more attractive. These strategies can include combining residential, retail and office uses, building design features such as showers and changing areas for bicycle and pedestrian commuters, and providing pedestrian and bicycle facilities.

Operational TDM programs are offered by the landowner, employers (tenants), and residential building managers on an ongoing basis to reduce vehicle trips. Cities often require land owners to pass down TDM requirements to property managers and office tenants through lease agreements.

TDM programs promote the use of transit, carpooling, vanpooling, biking, and walking to reduce vehicle trips, complementing physical design features.

Each TDM strategy has an associated range of effectiveness in reducing vehicle trips; combined, they provide an overall range of effectiveness. The overall effectiveness is not simply additive when strategies are combined since some programs target the same users and/or use similar approaches to affect user behavior.

3.2 Parkline TDM Requirements

There is no specific Citywide or other TDM ordinance that is directly applicable to Parkline; however, as a transit-oriented development, Parkline proposes to incorporate a robust TDM Plan to reduce vehicle trips and, thereby, reduce vehicle miles traveled (VMT). As further detailed below, Parkline will incorporate TDM measures yielding a 25% reduction from the ITE standard rates for Project-related residential trips (excluding detached townhomes) and 28% reduction from the ITE standard rates for Project-related general office and research and development (R&D) trips, which exceeds C/CAG's requirements and is required in order to ensure a less than significant VMT impact. Though the Draft EIR evaluated a 25%/28% trip reduction, the City of Menlo Park staff have recommended a 35% trip reduction from the ITE standard rates for the purposes of establishing trip reduction targets and monitoring.

3.2.1 Trip Reduction Targets

The trip reduction targets/caps for future TDM Plan monitoring will be calculated based on the land uses approved for the Parkline development. The City of Menlo Park has a practice of applying TDM trip reductions after considering any internal trip reductions for mixed use developments (i.e., Menlo Park does not allow for TDM reductions based on land use decisions such as proposing mixed use developments which reduce trips due to internal capture). Therefore, Parkline will be required to have an effective 38% trip reduction for residential trips (excluding detached townhomes) and 38%

for office/R&D trips after accounting for trip internalization, due to the mixed-use nature of the Project (office and residential uses). The estimated trip reduction due to internal capture is approximately 3%.

3.2.2 Regulatory Framework for Parkline TDM Strategy

There is no specific City of Menlo Park TDM ordinance applicable to Parkline; as such, this TDM Plan has been developed consistent with the *Transportation Demand Management (TDM) Policy* as set forth by the County and City Association of Governments (C/CAG). C/CAG is the regional transportation planning agency for San Mateo County. C/CAG is responsible for overseeing the San Mateo Congestion Management Program (CMP), which includes the Land Use Impact Analysis Program Policy, also known as the “TDM Policy.” As of January 1, 2022, C/CAG’s *Transportation Demand Management (TDM) Policy* requires that local jurisdictions in San Mateo County, including the City of Menlo Park, notify C/CAG of any new development project that is estimated to generate at least 100 Average Daily Trips (ADT). Jurisdictions may apply for exemption if their local TDM policy equals or exceeds that of C/CAG’s.

The City of Menlo Park has not updated its local TDM guidelines since C/CAG updated its countywide policy. However, our understanding is that the City of Menlo Park intends to follow the recommended process in the updated C/CAG Countywide TDM Policy (January 2022) when evaluating Parkline’s TDM Plan. As such, the TDM Plan for Parkline utilizes C/CAG’s TDM Policy guidelines. While C/CAG’s TDM Policy would only apply a 25% trip reduction standard because Parkline qualifies as a transit-oriented development (TOD) project, the City of Menlo Park is seeking to impose a higher 35% trip reduction target which is reflected in the attached monitoring plan.

3.2.3 Commute.org Certification

C/CAG has teamed with Commute.org to establish a *Certified Development Program* to certify TDM plans. The *Certified Development Program* is designed to provide developers with projects in San Mateo County with a formal certification of their active participation in Commute.org programs and services. Generally, active participation may be a requirement for developments that are subject to the C/CAG Countywide TDM Policy and may also be a TDM requirement imposed on developers by jurisdictions that are not subject to the C/CAG policy. The goal of the *Certified Development Program* is to provide developers access to a set of TDM programs and services that can be integrated into other tools they will use to reduce VMT, and trip counts to new commercial, residential, or mixed-use developments in San Mateo County.

Parkline intends to participate in the Commute.org programs and seek certification through the *Certified Development Program*. The Commute.org TDM certification process includes the following steps:

- Register with Commute.org and provide the required information.
- Consult with Commute.org staff to verify the certification process and requirements for active participation.
- Submit a signed Letter of Commitment confirming that the developer and/or their successor(s) will be active participants with Commute.org.
- Provide a copy of the C/CAG TDM Policy Checklist or equivalent documentation from local jurisdiction (if applicable).

- Receive a Pre-Certification Letter from Commute.org that confirms registration and commitment to active participation. Commute.org will send a letter to the developer and appropriate jurisdiction contact. This letter must be submitted to C/CAG along with the TDM Checklist (if applicable).
- Achieve certification status within six months of receiving Certificate of Occupancy. Requires completion of Commute.org program training and submittal of initial TDM Survey.
- Maintain annual certification status with Commute.org by complying with the requirements for active participation.

3.3 Proposed TDM Measures for Parkline

Table 3 provides a comprehensive list of TDM strategies that could be used by Parkline to reduce vehicle trips and, thereby, reduce vehicle miles traveled (VMT). Because Parkline includes both residential and commercial components, the list of TDM strategies includes certain measures that would apply to just the residential or commercial (office / R&D) component, and certain strategies that would apply to both.

Table 3 includes a strategy name and description followed by five columns. The columns indicate the following:

- **C/CAG** – Whether the strategy is included in the County and City Association of Governments (C/CAG) check list used by Commute.org to certify development projects in San Mateo. The City of Menlo Park requires new development projects to obtain Commute.org certification.
- **VMT Reduction Potential** – The range of VMT reduction that a given TDM strategy may achieve based on data from the *Handbook for Analysis Greenhouse Gas Emission Reductions* (California Air Pollution Control Officers Association, 2021) and other published sources.
- **Residential TDM** – Whether the physical design feature or TDM strategy is applicable to Parkline’s residential component (excluding detached townhomes).
- **Office/R&D TDM** – Whether the physical design feature or TDM strategy is applicable to Parkline’s office/R&D component.
- **Owner/Property Management** – Whether the office TDM feature, or strategy is implemented by the property owner or property management. Ongoing residential and commercial TDM programs are typically enforced through lease agreements and managed by property management, often through an assigned TDM Coordinator.
- **Office/R&D Tenant** – Whether the office TDM feature, or strategy is implemented by the office/R&D tenant. These are typically strategies that require direct coordination with the employee such as payroll deductions.

The proposed TDM measures in **Table 3** represent a toolbox of options that can be used by Parkline to meet the required trip reductions for residential and office/R&D uses. As a general matter, TDM plans need to be flexible to meet the changing needs and travel behavior of the end users. Programs that start out reducing trips may grow ineffective and should be replaced with other programs. In

addition, new TDM programs may arise due to changes in technologies, innovations in travel modes, or public policies that support alternative modes of travel. Therefore, the Parkline TDM plan should be considered a living document that can be updated as needed.

Table 3: Proposed TDM Measures for Parkline

TDM Measure	Description	C/CAG	VMT Reduction Potential ¹	Residential TDM	Office/R&D TDM	
					Owner/Property Management ²	Tenants
Bicycle and Pedestrian						
Provide bicycle parking (short-term, on-sidewalk or similar)	Provide traditional bike racks designed for short-term parking, in a visible publicly accessible space.	✓	0.1% – 1.6%		✓	
Provide on-site bicycle maintenance services	Include dedicated space for a bicycle repair shop or agree to provide concierge service for individuals to drop off bicycles for repairs and pick them up later.	✓	Unknown		✓	
Fund bicycle lanes / expansion of bicycle network	Construct or improve a bicycle lane facility (Class I, II, III, or IV) that connects to a larger existing bikeway network. This encourages mode shift from parallel roadways to bicycles, displacing VMT. <ul style="list-style-type: none">Class I – Bicycle & pedestrian path parallel to Ravenswood Av extending from Laurel St to Middlefield Rd (at Ringwood)Class IV – Cycle Track along project frontage on Laurel St from Ravenswood to property lineClass I – Bicycle & pedestrian path connecting Burgess Dr and Middlefield Rd on east side of the propertyClass I – Bicycle & pedestrian path connecting between Laurel St and internal circulation roadwayClass II or III – Internal circulation (loop) will included either Class II (bike lanes) or III (sharrows) to accommodate bicycles	✓	0.2% – 0.8%	✓	✓	
Provide bicycle parking (long-term, secure)	Provide secure bicycle parking in either a dedicated room, via bicycle lockers, or a bike station incorporated into the project.	✓	0.1% – 1.6%	✓	✓	
Provide on-site bicycle repair station	Provide a bicycle repair station that includes basic tools and space for common repair tasks. This may include a stand, air pump, tire lever, wrenches, and other common bicycle maintenance tools.	✓	0.1% – 1.6%	✓	✓	
Provide showers and lockers	Provide space for active transportation users to shower, change, and store any equipment they use during their commute.	✓	0.1% – 2.8%		✓	

TDM Measure	Description	C/CAG	VMT Reduction Potential ¹	Residential TDM	Office/R&D TDM	
					Owner/Property Management ²	Tenants
Provide pedestrian network improvements	Improve pedestrian spaces both within the project and on roadways approaching the project. Improvements may include providing sidewalks on both sides of the street, incorporating ADA-compliant improvements, and providing sidewalk amenities such as trees, plants, and benches, and otherwise improving the pedestrian experience.	✓	0.5% to 6.4%	✓	✓	
Provide traffic calming measures	Roadways will be designed to reduce motor vehicle speeds and encourage pedestrian and bicycle trips with traffic calming features. Traffic calming features may include marked crosswalks, count-down signal timers, curb extensions, speed tables, raised crosswalks, raised intersections, median islands, tight corner radii, roundabouts or mini-circles, on-street parking, planter strips with street trees, chicanes/chokers, and others.		0.25 – 1.0%	✓	✓	
Enhanced Program: Maintain fleet of bicycles	Maintain a fleet of bicycles for use by project residents or employees only. While like bike share, this system is not open to the public, and may be more informal; for instance, a residential development with a shared bike room that includes a few building-owned bicycles.		0.02%	✓	✓	
Land Use and Design						
Integrate affordable and below-market-rate housing	Incorporate affordable housing into the development program. Affordable housing can be defined as housing affordable to households earning less than 80% of the area median income. Affordable or below-market-rate housing can comprise anywhere from a small percentage to 100% of total residential units in a project. Because lower income households tend to generate less VMT per person, this may reduce vehicle trips.		Up to 28.6% (relative to market rate single family housing)	✓		
Locate project near bike path/bike lane or another non-auto corridor	Locate project on a roadway that has existing high-quality bicycle and pedestrian infrastructure, such as bike lanes (class I, II, or IV). Project may also be oriented toward a dedicated bus facility (such as BRT), light rail line or commuter rail; in this instance, orientation means that the site's primary and easiest form of access should be from the transit corridor, and that the transit corridor should not have competing automotive traffic.		0.25 – 0.5%	✓	✓	

TDM Measure	Description	C/CAG	VMT Reduction Potential ¹	Residential TDM	Office/R&D TDM	
					Owner/Property Management ²	Tenants
Provide delivery-supportive amenities	Designate a central package room or package area where deliveries can be safely kept until picked up by a resident or employee. This helps to reduce excessive driving by delivery vehicles and may help residents to be zero car households.	✓	Unknown	✓		
Provide multimodal wayfinding signage	Indicate via prominent and well-designed signage the best walking and bicycling routes to major destinations, distances and walk/bike times to those destinations, locations of transit stops (including all relevant bus, rail, or shuttle services) and high-level information on those transit services.		Unknown	✓	✓	
Improve design of development	The project will include improved design elements to enhance walkability and connectivity. Improved street network characteristics within a neighborhood include street accessibility, usually measured in terms of average block size, proportion of four-way intersections, or number of intersections per square mile.	✓	3.0 – 21.3%	✓	✓	
Shared Mobility						
Implement a car-sharing program	Deploy car-share vehicles in the project area / community. Carshare vehicles are automobiles that can be rented on a short-term basis and may be either point-to-point or roundtrip. Access to carshare vehicles can help reduce the need for a private car and can result in decreased vehicle ownership.	✓	0.15% – 0.7%	✓	✓	
<i>Enhanced:</i> Provide bicycle and/or scooter sharing program subsidy	Fully or partially pay for tenants'/employees'/students' yearly membership fee and insurance associated with bike-sharing.	✓	Unknown	✓	✓	✓
Ridesharing						
Provide carpool subsidies	Provide subsidies in the form of cash or gas cards to individuals carpooling to/from work.	✓	0.0 – 8.0%		✓	✓
Preferential Carpool Parking Spaces	Provide carpool parking spaces near building entrances to incentivize carpool use.		0.0 – 8.0%		✓	✓

TDM Measure	Description	C/CAG	VMT Reduction Potential ¹	Residential TDM	Office/R&D TDM	
					Owner/Property Management ²	Tenants
Parking						
Unbundle parking costs.	For residential developments, require that parking spaces be paid for separately from the primary mortgage/HOA dues/rent. This effectively reduces housing costs for households with no cars / fewer cars		2.6 – 15.7%	✓		
Transit and Shuttle						
Pre-Tax Commuter Benefits (tenant or employer action)	Provide employees the opportunity to enroll in WageWorks or other services to help with pre-tax commuter savings. This strategy allows employees to deduct monthly transit passes or other amounts using pre-tax dollars. This can help to lower payroll taxes and allows employees to save on transit costs.	✓	0% – 1.5%			✓
Promote real-time transportation apps	Provide information on transportation apps that residents and workers can use to find out information on schedules and departure times to facilitate trip planning		Unknown	✓	✓	✓
Provide subsidies for transit riders	Provide subsidies in the form of cash, transit passes, or contributions to a regional fare card to transit riders. An employer typically implements this program.	✓	Up to 20%	✓	✓	
Provide shuttle services (last mile service to Caltrain or midday services to downtown Menlo Park)	Provide a publicly available shuttle service between a regional transit facility and employment, residential, or shopping centers located 1–5 miles away.	✓	0.1% to 8.2%	✓	✓	
Marketing						
Provide TDM coordinator (owner, property management, and/or tenants)	Designate a staff person as the site wide TDM coordinator to develop, monitor, and publicize TDM activities. The site TDM coordinator will work with the designated TDM coordinators identified by building property managers and individual tenants (employers).	✓	Unknown	✓	✓	
Actively Participate in Commute.org or a local Transportation Management Association (TMA)	Participation in a TMA allows all members to benefit from the economies of scale when it comes to mutually funded TDM programs or marketing activities. Programs could include Caltrain shuttles, guaranteed rides home (see below) and transit agency coordination.	✓	Unknown	✓	✓	

TDM Measure	Description	C/CAG	VMT Reduction Potential ¹	Residential TDM	Office/R&D TDM	
					Owner/Property Management ²	Tenants
Provide guaranteed ride home (<i>Commute.org provides this service in San Mateo County for a fee</i>)	Provide free (or reimbursed) taxi, Lyft, or Uber rides home for employees that used transit or carpooling to reach work and must travel home either mid-day due to an emergency, at a time other than their carpool, or after transit service has concluded. This helps address uncertainty for individuals considering using alternative modes.	✓	Unknown		✓	
Provide move-in / new hire packets on transportation options	Provide standardized materials including information on transit routes and schedules, bicycle pathways, available commuter facilities, subsidies, parking cash-out, and any other commuter programs available.		Unknown	✓	✓	
Provide one-on-one trip planning	Offer one-on-one sessions to employees/residents to discuss commute options specific to their commute and provide them with a plan. This may also include information on relevant subsidies or bicycle facilities. Like "intensive targeted marketing program" but typically relies on voluntary sign-up for information sessions.		Unknown		✓	
Provide on-demand ridesharing (<i>tenant action</i>)	Provide access to and/or promote an app that allows drivers and potential carpoolers to identify each other on a short term or occasional basis (as compared to traditional carpooling/ridesharing where carpools tend to adhere to a regular schedule)		0.0 – 8.0%			✓
Provide TNC vouchers or discounts for pooled trips only (<i>tenant action</i>)	Provide subsidies or credits in popular ride-hailing apps (such as Uber or Lyft) for pooled trips only, encouraging employees or residents to select the pooled option for such trips.	✓	Unknown	✓		✓
Encourage telecommuting and alternative work schedules (<i>tenant action</i>)	Allow and encourage employees to telecommute or adopt alternative work schedules. Examples may include working from home a certain share of the time or working a 9/80 or 4/40 work week.	✓	Up to 5.5%			✓

- 1 – Range of VMT reduction for the individual program or activity based on the *Handbook for Analysis Greenhouse Gas Emission Reductions* (California Air Pollution Control Officers Association, 2021) and other published reach search. Unknown indicates that no value is assigned to the individual strategy; however, these strategies are components that complement other programs and make them more effective.
- 2 – Owners / Property Managers refers to actions that would be implemented by the property owner and/or property managers. For example, the property owner is responsible for the design features built into the property. Property managers are responsible for implementing programs for their development and collaborating with tenants to implement TDM programs.

Source: Fehr & Peers, August 2023

This TDM Plan will be updated later to include a monitoring plan that demonstrates how Parkline proposes to monitor ongoing compliance and to measure the effectiveness of the office/R&D and residential TDM components.

3.3.1 Proposed Parkline Pedestrian and Bicycle Facilities, and Reduced Parking Ratios

Under existing conditions, the Parkline site is currently closed to the public and surrounded by a secured perimeter, thereby limiting bicycle and pedestrian connectivity. The existing bicycle and pedestrian facilities are limited to on-street bicycle lanes and narrow sidewalks along the perimeter of the site's roadway frontages within the public right-of-way. Parkline would eliminate the existing security perimeter and would open the site to the surrounding community by creating accessible and safe multi-modal pathways, allowing bicyclists and pedestrians to circulate throughout the site. These bicycle and pedestrian pathways would be located along the perimeter of Parkline and throughout the interior of the site to create east-west bicycle and pedestrian linkages that would connect through Parkline to Burgess Park, the future Caltrain undercrossing, and the Menlo Park downtown area.

Figure 4 shows the planned pedestrian and bicycle facilities that will be included in Parkline. With the consolidation of the office/R&D space into fewer buildings, the open space created will allow pedestrians and bicyclists to travel throughout the site on a new network of paths and sidewalks. **Figure 4** also shows the location and amount of short-term and long-term bicycle parking, which is designed to meet the City of Menlo Park's bicycle parking requirements, and to meet or exceed the bicycle parking requirement under the Cal Green standards.

In addition to creating a new internal bicycle network and providing bicycle parking, Parkline proposes to provide five do-it-yourself (DIY) bicycle repair stations and provide staffed bicycle maintenance services on-site. **Figure 4** shows the conceptual locations of these bicycle repair facilities; the final location and design will be determined through the review and approval process. Three of the DIY repair stations are anticipated to be located on the western perimeter of the site where bicyclists enter and exit the internal bicycle network. Another DIY repair station would be located on the eastern side of the site near parking structures. The last DIY repair station would be located adjacent to the bicycle maintenance service center.

With respect to parking, under existing conditions, onsite parking for the SRI International Campus is provided primarily in large surface parking areas, resulting in extensive impervious areas and limited opportunities for landscaping and accessible open space. Parkline would demolish existing surface parking areas, and instead would provide three above-ground parking garages, two one-level below-ground parking garages, podium parking, and limited surface parking to provide parking for all uses. Parkline proposes low parking ratios that are consistent with other transit-oriented projects within the City and reflect Parkline's proximity to the Menlo Park Caltrain station and implementation of this TDM Plan. Reduced parking ratios are well regarded as a key strategy in reducing vehicle trips and resulting VMT.



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Parkline’s parking ratio is 1.25 spaces per multifamily unit; 0.5 space per BMR unit within the dedicated area for the 100% affordable units; and 2 spaces per 1,000 SF for commercial office/R&D uses.¹

3.3.2 Parkline C/CAG TDM Policy Checklist Compliance

Fehr & Peers evaluated the residential and office/R&D components of Parkline using the appropriate C/CAG TDM Policy Checklist. Based on the size of the residential and office/R&D components, Parkline falls into the following land use categories for purposes of the C/CAG TDM Policy:

- **Residential (Multi-Family) Land Use: Large Project** with average daily trips (ADT) of >500 trips and more than 50 dwelling units.
- **Non-Residential (Office, Industrial, Institutional) Land Use: Large Project** with ADT of >500 trips and more than 50,000 square feet.

Parkline qualifies as a transit oriented development (TOD) since it is located less than one half-mile from high quality transit service (Caltrain). The C/CAG TDM Checklist trip reduction target for TOD projects is 25%. Notwithstanding C/CAG’s standards, the City of Menlo Park is imposing a higher trip reduction target of 35%.

The estimated trip reduction for Parkline’s residential component from the C/CAG TDM Checklist Required and Additional Recommended Measures yielded 30.0%. The estimated trip reduction for Parkline’s office/R&D component from the Required and Additional Recommended measures yielded 35.5%. These levels of trip reductions were achieved without the provision of transit passes/subsidies for employees and residents. However, Parkline proposes to provide transit passes or subsidies, therefore, the total reductions would be anticipated to result in further trip reductions of 40.0% and 45.5%, respectively. **Table 4** shows the C/CAG checklist scoring for each of the Parkline components with and without transit passes or subsidies. The completed C/CAG TDM checklists are included in **Appendix A**.

Table 4: C/CAG TDM Checklist Scores

Land Use	Provide Transit Passes	Required Measures	Additional Recommended Measures	Total Reduction	C/CAG Target Reduction
Residential (Multi-Family): Large Project	Yes	18.5%	21.5%	40.0%	25%
Non-Residential (Office): Large Project	Yes	25.0%	20.5%	45.5%	25%

Source: Fehr & Peers, January 2024.

¹ For reference, the default parking requirement for the C-1 zoning district is 1 space per 200 SF

4. TDM Monitoring Plan

For purposes of this TDM Monitoring Plan for the Parkline Project (the “Project”), consistent with the Site Trip Threshold Table (the “Trip Thresholds Table”) attached hereto as Exhibit A, the entire Project shall be assigned a total of:

- (a) 9,130 Daily Trips, with 6,864 Daily Trips allocated to the commercial component of the Project and 2,266 Daily Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project.
- (b) 845 AM Peak Hour Trips, with 649 AM Peak Hour Trips allocated to the commercial component of the Project and 196 AM Peak Hour Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project, and
- (c) 816 PM Peak Hour Trips, with 615 PM Peak Hour Trips allocated to the commercial component of the Project and 201 PM Peak Hour Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project.

The Trip Thresholds Table reflects reductions to standard ITE trip generation rates due to:

- (a) calculated internalization reduction of 4.7% for the Daily Trips, 3.1% for AM Peak Hour Trips and 3.4% for PM Peak Hour Trips for commercial and multi-family internal trips, and
- (b) a reduction for implementation of TDM measures equivalent to 35% reduction in trips applied after the trip reduction for internalization.

The Trip Thresholds Table does not reflect trip exclusions that will be allowed to account for cut-through traffic and trips to the public park. A separate analysis will need to be prepared by the applicant for the City’s review and approval to arrive at an estimate of excluded trips that would apply to the Project and factored into the annual monitoring accordingly. That analysis may be submitted by the applicant any time after the first project component becomes operational and then updated by the applicant no more than once a year if travel patterns change, at applicant’s election. The Project applicant and its successors would be responsible for preparing any updates to the analysis for the City’s review and approval. Prior to issuance of a certificate of occupancy, the Applicant shall confirm the land uses and sizes in the Trip Thresholds Table with the trip thresholds being revised as applicable to reflect the land uses and sizes associated with the phase of the project seeking a certificate of occupancy, as well as estimated sizes associated with unbuilt phases of the project.

The trip thresholds will be applicable to the Site as follows:

- (a) upon the issuance of a certificate of occupancy for the first residential component of the Project, the trip thresholds for all residential trips will be in effect.
- (b) upon the issuance of a certificate of occupancy for the first commercial component of the Project, the trip thresholds for all commercial trips will be in effect including existing buildings P, S and T.

- (c) if a certificate of occupancy has been issued for the first residential component and the first commercial component, then the trip thresholds for the entire site will be in effect.

Assuming complete buildout of the Project, the Site shall be monitored as a whole on an annual basis using driveway counts at all site entrances as shown on the Site plan attached hereto as Exhibit B (the "Master Plan Buildout Monitoring Locations"). The counts shall be collected at the Monitoring Locations over three weekdays during non-holiday weeks and in good weather. When only Phase 1a or Phase 1a and 1b are occupied, the driveway counts will be monitored as shown on Exhibits B-1 and B-2, respectively. To account for the portion of the Project that has been constructed and authorized for occupancy, prior to commencing an annual monitoring event of driveway counts, the Project applicant shall confirm in writing with City the Site Monitoring Locations to be monitored.

Commencing one (1) calendar year following the issuance of a certificate of occupancy for either the first residential or commercial component of the Project, and annually thereafter in conjunction with the Development Agreement annual reviews to the extent possible, the Project applicant shall submit and file with the City a report prepared by its transportation consultant which:

- (i) identifies the Site Monitoring Locations approved by the City for the annual monitoring event,
- (ii) describes the vehicle trip monitoring protocol and methodology used by the consultant,
- (iii) contains all the vehicle trip monitoring data collected from each of the Site Monitoring Locations during the monitoring period,
- (iv) provides an analysis and determination of the Daily, AM and PM peak hour vehicle trips generated by the entire Project and the residential and commercial components of the Project during the monitoring period,
- (v) identifies any irregularities that occurred with any vehicle trip data collected, whether any such data was or was not included in the determination of the Daily, AM and PM peak hour vehicle trips generated by the residential and commercial components of the Project during the monitoring period, and the justification for including or excluding such data, and
- (vi) provides a determination of the number of Daily, AM Peak and PM Peak hour trips generated during the monitoring period that are in excess of the Trip Thresholds Table, if any.

If the Project is found to exceed the trip thresholds, then the Project applicant and its successors and assigns shall prepare a plan of additional transportation demand management measures necessary to bring the number of trips attributable to the Project into compliance with the trip thresholds within 90 days of being notified by the City and shall implement said plan within 180 days from said notification.

If a second, consecutive annual traffic count shows that actual trips exceed the trip thresholds, then additional analysis would be conducted to determine whether the exceedances are being contributed by the residential component or the office/R&D component of the Project. If the

office/R&D components are determined to exceed their portion of the trip thresholds allocated in the Trip Thresholds Table, then the property owner(s) of the office/R&D component shall pay a penalty per excess office/R&D trip recorded during that second consecutive annual traffic count in accordance with the following tiered schedule:

Applicability Penalty Amount

Penalty Tier¹	Applicability	Penalty Amount
Tier 1	Applies for trips up to 5% more than the daily, AM or PM peak hour threshold	\$150 per trip
Tier 2	Applies for trips more than 5% and less than 15% of the daily, AM or PM peak hour thresholds	\$300 per trip
Tier 3	Applies for trips more than 15% of the daily, AM or PM peak hour thresholds	\$600 per trip

¹ Only one tier is applicable for any given violation

The base per trip fines as outlined above shall be effective as of January 1, 2025 and shall be adjusted annually as of the first day of January of each year based on the increase in the Consumer Price Index for All Urban All Items Consumers in the San Francisco– Oakland–San Jose Metropolitan Area [1982–84=100] between October of the year prior to the effective date of the increase and October of the year prior. Revenues from the payment of penalties under this provision are due to the City within 30 days of issuance of the invoice and the City shall use the money for transportation programs that improve safety or reduce car-dependent trips within the City of Menlo Park. Monetary penalties shall continue to apply for each consecutive year the trip threshold is exceeded. If a subsequent annual trip count is below the daily, AM and PM peak hour threshold, no annual penalty shall apply until at least two consecutive annual counts exceed the trip thresholds. This condition shall be in effect for the life of the project.

If the project pays a penalty for five consecutive years and the Project applicant and its successors and assigns have attempted multiple TDM measures to the satisfaction of the City's Transportation Division, the Trip Thresholds may be modified. The modifications would be approved by the City's Public Works Director or designee and shall not exceed the internal trip reduction shown in the Trip Thresholds table. The determination of the Public Works Director or designee may be appealed by the Project applicant and its successors and assigns to the City Manager, whose decision shall be final. The adjusted Trip Thresholds, if implemented, shall become the basis for assessing penalties as described above. If one or more of the residential components of the Project are found to exceed their portion of the trip thresholds, then the homeowners' association for the applicable residential component of the Project shall submit a detailed mitigation and monitoring plan identifying steps to be taken to bring their component of the Project into compliance with the maximum Daily, AM and PM trips identified in the trip generation analysis and TDM program.

Appendix A

C/CAG TDM Checklists

Parkline C/CAG Large Residential TDM Checklist

About this Form

Any new development project anticipated to generate at least 100 average daily trips is subject to the C/CAG TDM Policy and must complete a TDM Checklist and implement associated measures to mitigate traffic impacts. [Read more at ccagtdm.org](http://ccagtdm.org)



Questions?

support@ccagtdm.org

A

Applicant Information

Project Address		Contact First and Last Name
<input type="text"/>		<input type="text"/>
Parcel Number	Application Date	Contact Phone Address
<input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/>
Project Jurisdiction		Contact Email Address
<input type="text"/>		<input type="text"/>

B Trip Reduction Target

Select one option based on your project's distance to high quality transit

Read more about high quality transit at ccagtdm.org/high-quality-transit

Identify your project type

☐ TOD

Less than 1/2-mile from high quality transit service

25% Trip Reduction Required
☐ Transit Proximate

1/2 to 3 miles from high quality transit service

35% Trip Reduction Required
☐ Non-Transit Proximate

More than 3 miles from high quality transit service

35% Trip Reduction Required

C

Required Measures

You must select all measures that apply for your project type

[Click on each measure's title for more information](#)

Measure	Project Types	Percentage	Yes
1 M2 – Orientation, Education, Promotional Programs and/or Materials Offer new residents an orientation or education program or materials.	ALL	1%	<input type="checkbox"/>
2 M3 – TDM Coordinator/Contact Person Provide TDM coordinator/liaison for tenants. May be contracted through 3rd party provider, such as Commute.org.	ALL	0.5%	<input type="checkbox"/>
3 M4 – Actively Participate in Commute.org or Transportation Management Association (TMA) Equivalent Obtain certification of registration from Commute.org or equivalent TMA incorporation documents. Select only one based on Project Type	TOD & Non-transit Proximate Transit Proximate	5% 15%	<input type="checkbox"/> <input type="checkbox"/>
4 M6 – Transit or Ridesharing Passes/Subsidies Offer tenants passes or subsidies for monthly public transit or ridesharing costs incurred, equivalent to 30% of value or \$50 – whichever is lower.	ALL	10%	<input type="checkbox"/>
5 M8 – Secure Bicycle Storage Comply with CalGREEN minimum bicycle parking requirements.	ALL	1%	<input type="checkbox"/>
6 M9 – Design Streets to Encourage Bike/Ped Access Design adjacent streets or roadways to facilitate multimodal travel.	ALL	1%	<input type="checkbox"/>
7	Total from Required Measures Sum percentages from each selected measure from rows 1–6		
			<input type="text"/> %

Form Continues on Page 2 →

D Additional Recommended

Select enough to meet the trip reduction target from section B

[Click on each measure's title for more information](#)

Measure	Project Types	Percentage	Yes
8 M5 – Carpool or Vanpool Program Establish carpool/vanpool program for tenants and register program with Commute.org.	ALL	2%	<input type="checkbox"/>
9 M10 – Delivery Amenities Offer delivery amenities, including dedicated receipt and storage areas, to reduce need for multiple trips to conduct similar business.	ALL	1%	<input type="checkbox"/>
10 M11 – Family-supportive Amenities On-site secure storage of personal car seats, strollers, cargo bicycles, or other large bicycles. Property owners can also provide shared building equipment, such as shopping carts or cargo bicycles for check out by residents.	ALL	3%	<input type="checkbox"/>
11 M14 – Paid Parking at Market Rate Offer hourly/daily parking rates proportional to monthly rate or equivalent to cost of transit fare.	ALL	25%	<input type="checkbox"/>
12 M15 – Reduced Parking Provide off-street parking at least 10% below locally-required minimums, or else below the locally-permitted parking maximums. Consideration may be required of potential spillover parking into surrounding areas.	ALL	10%	<input type="checkbox"/>
13 M17 – Developer TDM Fee/TDM Fund Voluntary impact fee payment on a per unit or square footage basis, to fund the implementation of TDM programs.	ALL	4%	<input type="checkbox"/>
14 M18 – Car Share On-Site Provide on-site car share or vehicle fleets.	ALL	1%	<input type="checkbox"/>
15 M19 – Land Dedication or Capital Improvements for Transit Contribute space on, or adjacent to, the project site for transit improvements. Select one or more	Bus Pullout Space 1% <input type="checkbox"/> Bus Shelter 1% <input type="checkbox"/> Visual/Electrical Improvements (i.e., Lighting, Signage) 1% <input type="checkbox"/> Other (i.e., Micromobility Parking Zone, TNC Loading Zone) 1% <input type="checkbox"/>	ALL <input type="checkbox"/> → <input type="text"/> % Total percentages selected	<input type="checkbox"/>
16 M20 – Shuttle Program/Shuttle Consortium/Fund Transit Service Establish a shuttle service to regional transit hubs or commercial centers. Shuttle service should be provided free of charge to employees and guests.	Non-transit Proximate	10%	<input type="checkbox"/>
17 M21 – Bike/Scooter Share On-Site Allocate space for bike/scooter share parking.	All	1%	<input type="checkbox"/>
18 M22 – Active Transportation Subsidies Offer biking/walking incentives to tenants, such as gift card/product raffles.	All	2%	<input type="checkbox"/>
19 M23 – Gap Closure Construct or enhance quality of biking and walking facilities to/from site to existing trails, bikeways, and/or adjacent streets.	All	7%	<input type="checkbox"/>
20 M24 – Bike Repair Station Offer on-site bike repair space/tools in visible, secure area.	All	0.5%	<input type="checkbox"/>
21 M26 – Pedestrian Oriented Uses & Amenities on Ground Floor Provide on-site, visible amenities to tenants and guests, such as cafes, gyms, childcare, retail.	All	3%	<input type="checkbox"/>
22	Total from Additional Measures Sum percentages from each selected measure from rows 8 – 21		<input type="text"/> %

E Project Totals

Percentage from Required Measures
 Section C Row 7 %

+ Percentage from Additional Measures
 Section D Row 22 %

Total Percentage from all Selected Measures
 Sum of required and additional measures %

Trip Reduction Target
 Copy from Section B %

Total Percentage from all selected measures must be greater than or equal to Trip Reduction Target

F Submit Checklist



See ccagtdm.org/submission for how to submit this form.

Questions?



Email Us
support@ccagtdm.org



Visit Our Website
ccagtdm.org

Parkline C/CAG Large Non-Residential TDM Checklist

About this Form

Any new development project anticipated to generate at least 100 average daily trips is subject to the C/CAG TDM Policy and must complete a TDM Checklist and implement associated measures to mitigate traffic impacts. [Read more at ccagtdm.org](https://ccagtdm.org)

? Questions?
support@ccagtdm.org

A Applicant Information

Project Address		Contact First and Last Name
<input type="text"/>		<input type="text"/>
Parcel Number	Application Date	Contact Phone Address
<input type="text"/>	<input type="text"/> D <input type="text"/> D <input type="text"/> M <input type="text"/> M <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y	<input type="text"/>
Project Jurisdiction		Contact Email Address
<input type="text"/>		<input type="text"/>

B Trip Reduction Target

Select one option based on your project's distance to high quality transit

[Read more about high quality transit at ccagtdm.org/high-quality-transit](https://ccagtdm.org/high-quality-transit)

Identify your project type

☐ TOD

Less than 1/2-mile from high quality transit service

25% Trip Reduction Required

☐ Transit Proximate

1/2 to 3 miles from high quality transit service

35% Trip Reduction Required

☐ Non-Transit Proximate

More than 3 miles from high quality transit service

35% Trip Reduction Required

C Required Measures

You must select all measures that apply for your project type

[Click on each measure's title for more information](#)

Measure	Project Types	Percentage	Yes
1 <u>M1 - Free/Preferential Parking for Carpools</u> Provide free or preferential parking, including reserved spaces or spaces near an entrance or other desirable location, to incentivize ridesharing.	ALL	1%	<input type="checkbox"/>
2 <u>M3 - TDM Coordinator/Contact Person</u> Provide TDM coordinator/liaison for tenants. May be contracted through 3rd party provider, such as Commute.org.	ALL	0.5%	<input type="checkbox"/>
3 <u>M4 - Actively Participate in Commute.org or Transportation Management Association (TMA) Equivalent</u> Obtain certification of registration from Commute.org or equivalent TMA incorporation documents. Select only one based on Project Type	TOD & Non-transit Proximate	6.5%	<input type="checkbox"/>
	Transit Proximate	16.5%	<input type="checkbox"/>
4 <u>M5 - Carpool or Vanpool Program</u> Establish carpool/vanpool program for tenants and register program with Commute.org.	ALL	2%	<input type="checkbox"/>
5 <u>M6 - Transit or Ridesharing Passes/Subsidies</u> Offer tenants passes or subsidies for monthly public transit or ridesharing costs incurred, equivalent to 30% of value or \$50 - whichever is lower.	ALL	10%	<input type="checkbox"/>
6 <u>M7 - Pre-Tax Transportation Benefits</u> Offer option for tenants to participate in a pre-tax transit program to encourage the use of sustainable transportation modes and leverage pre-tax income to pay for commute trip costs.	ALL	1%	<input type="checkbox"/>
7 <u>M8 - Secure Bicycle Storage</u> Comply with CalGREEN minimum bicycle parking requirements.	ALL	1%	<input type="checkbox"/>
8 <u>M9 - Design Streets to Encourage Bike/Ped Access</u> Design adjacent streets or roadways to facilitate multimodal travel.	ALL	1%	<input type="checkbox"/>
9 <u>M25 - Showers, Lockers, and Changing Rooms for Cyclists</u> These amenities serve as end of trip facilities for employees arriving by bike or other active transportation forms.	ALL	2%	<input type="checkbox"/>
10	Total from Required Measures Sum percentages from each selected measure from rows 1-9 <input type="text"/> %		

Form Continues on Page 2 →

D Additional Recommended

Select enough to meet the trip reduction target from section B

[Click on each measure's title for more information](#)

Measure	Project Types	Percentage	Yes
11 M12 – Flex Time, Compressed Work Week, Telecommute Flex time allows employees some flexibility in their daily work schedules. Compressed work week allows employees to work fewer but longer days. Telecommuting functions similarly, allowing employees to work from home rather than the office, reducing vehicle travel on the days they work remotely.	ALL	5%	<input type="checkbox"/>
12 M14 – Paid Parking at Market Rate Offer hourly/daily parking rates proportional to monthly rate or equivalent to cost of transit fare.	ALL	25%	<input type="checkbox"/>
13 M15 – Reduced Parking Provide off-street parking at least 10% below locally-required minimums, or else below the locally-permitted parking maximums. Consideration may be required of potential spillover parking into surrounding areas.	ALL	10%	<input type="checkbox"/>
14 M16 – Short-Term Daily Parking Offer daily or hourly parking rates that are proportional to the monthly rate or approximately the cost of a transit fare.	ALL	2%	<input type="checkbox"/>
15 M17 – Developer TDM Fee/TDM Fund Voluntary impact fee payment on a per unit or square footage basis, to fund the implementation of TDM programs.	ALL	4%	<input type="checkbox"/>
16 M18 – Car Share On-Site Provide on-site car share or vehicle fleets.	ALL	1%	<input type="checkbox"/>
17 M19 – Land Dedication or Capital Improvements for Transit Contribute space on, or adjacent to, the project site for transit improvements. Select one or more	Bus Pullout Space <input type="checkbox"/> 1% Bus Shelter <input type="checkbox"/> 1% Visual/Electrical Improvements (i.e., Lighting, Signage) <input type="checkbox"/> 1% Other (i.e., Micromobility Parking Zone, TNC Loading Zone) <input type="checkbox"/> 1%	ALL → <input type="text"/> % Total percentages selected	<input type="checkbox"/>
18 M20 – Shuttle Program/Shuttle Consortium/Fund Transit Service Establish a shuttle service to regional transit hubs or commercial centers. Shuttle service should be provided free of charge to employees and guests.	Non-transit Proximate	10%	<input type="checkbox"/>
19 M21 – Bike/Scooter Share On-Site Allocate space for bike/scooter share parking.	All	1%	<input type="checkbox"/>
20 M22 – Active Transportation Subsidies Offer biking/walking incentives to tenants, such as gift card/product raffles.	All	2%	<input type="checkbox"/>
21 M23 – Gap Closure Construct or enhance quality of biking and walking facilities to/from site to existing trails, bikeways, and/or adjacent streets.	All	7%	<input type="checkbox"/>
22 M24 – Bike Repair Station Offer on-site bike repair space/tools in visible, secure area.	All	0.5%	<input type="checkbox"/>
23 M26 – Pedestrian Oriented Uses & Amenities on Ground Floor Provide on-site, visible amenities to tenants and guests, such as cafes, gyms, childcare, retail.	All	3%	<input type="checkbox"/>
24	Total from Additional Measures Sum percentages from each selected measure from rows 11 – 23		<input type="text"/> %

E Project Totals

Percentage from Required Measures
 Section C Row 10 %


+ Percentage from Additional Measures
 Section D Row 24 %

Total Percentage from all Selected Measures
 Sum of required and additional measures %


Trip Reduction Target
 Copy from Section B %


Total Percentage from all selected measures must be greater than or equal to Trip Reduction Target

F Submit Checklist


 See ccagtdm.org/submission for how to submit this form.

Questions?

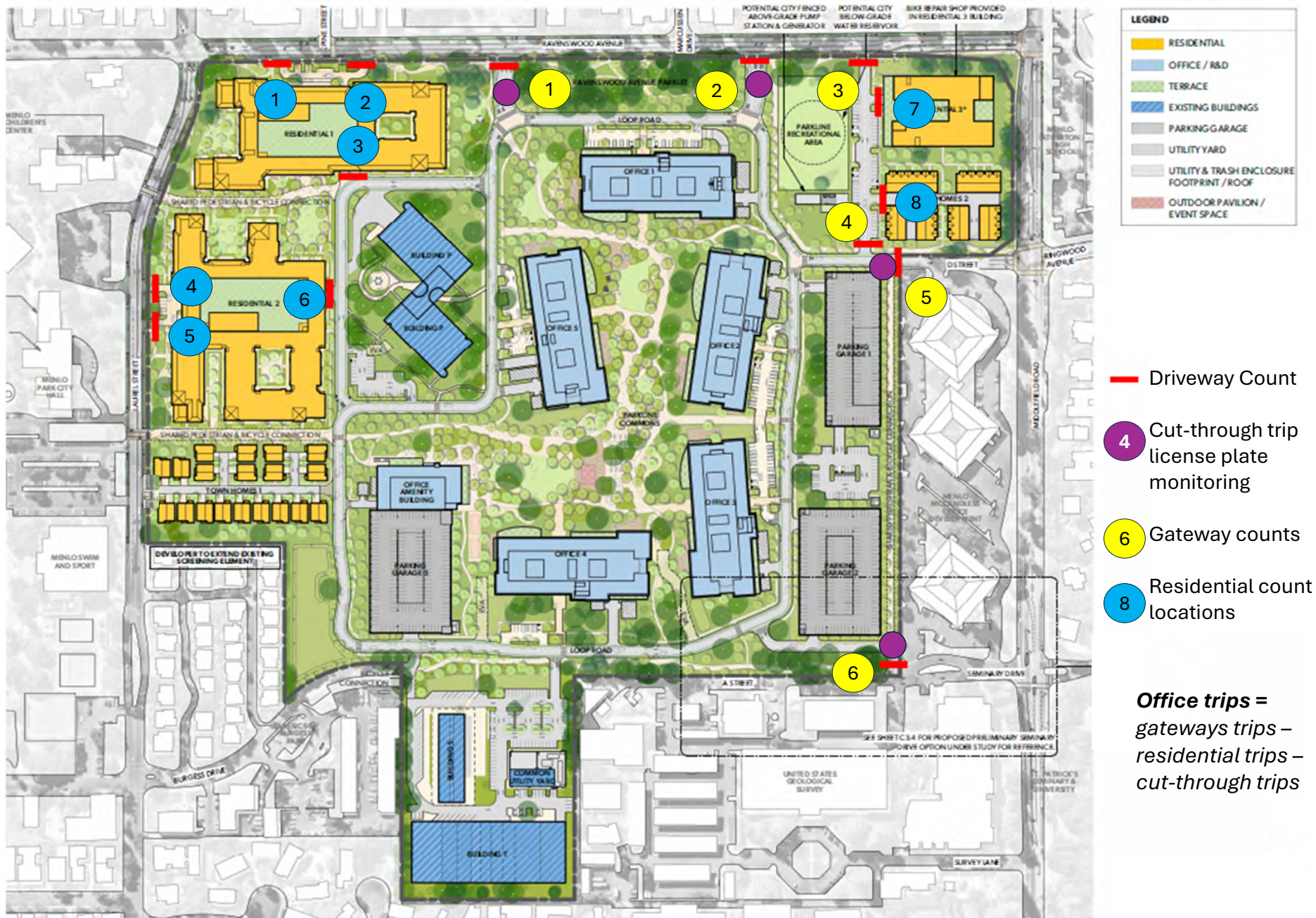

Email Us
support@ccagtdm.org

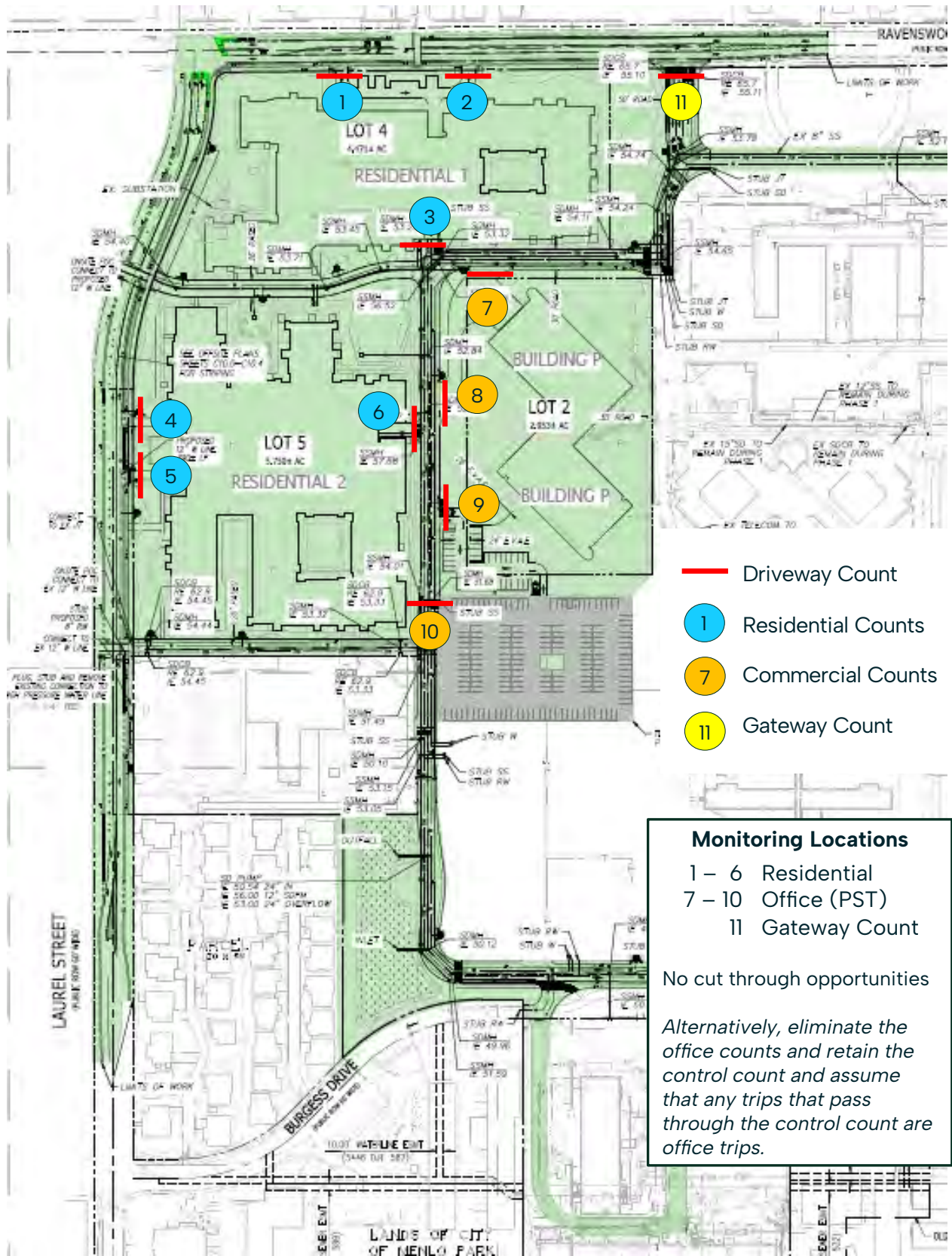

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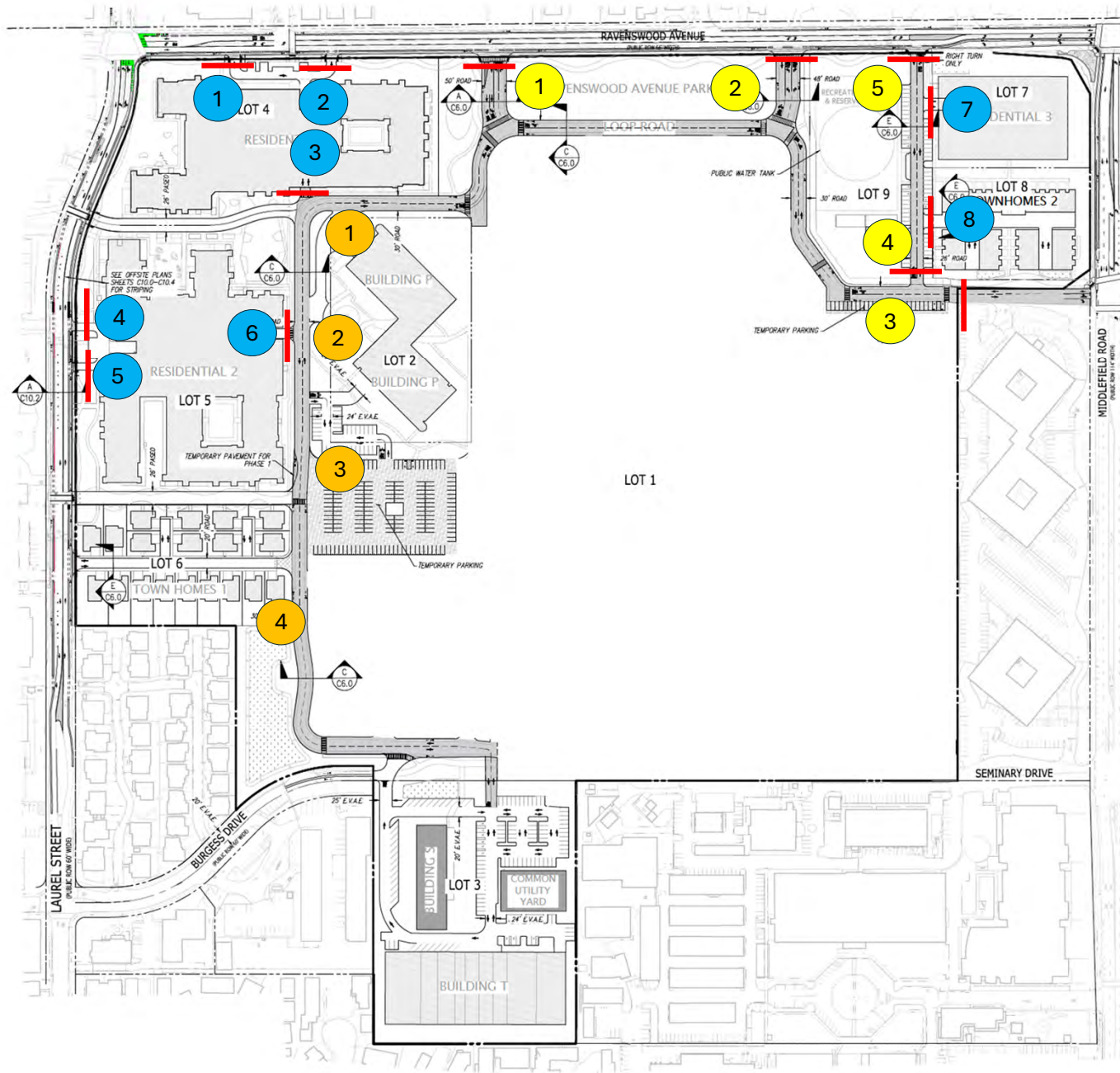
Appendix B

TDM Monitoring Plan Exhibits

- Exhibit B Master Plan Buildout Monitoring Locations
- Exhibit B-1 Phase 1a Monitoring Locations
- Exhibit B-2 Phase 1b Monitoring Locations







- Driveway Count
- Gateway counts
- Residential count locations
- P, S, & T counts
(alternatively office trips could be calculated using the gateway and residential counts)

Monitoring Locations

- 1 – 8 Residential
- 1 – 5 Gateways
- 1 – 4 Office P,S,&T
- 17 Total Count

Cut through trips are unlikely in Phase 1b. Monitoring would begin when the first new office building(s) are occupied.

Parkline Project Proposed Transportation Demand Management (TDM) Monitoring Plan¹

For purposes of this TDM Monitoring Plan for the Parkline Project (the “Project”), consistent with the Site Trip Threshold Table (the “Trip Thresholds Table”) attached hereto as Exhibit A, the entire Project shall be assigned a total of:

- (a) 9,130 Daily Trips, with 6,864 Daily Trips allocated to the commercial component of the Project and 2,266 Daily Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project.
- (b) 845 AM Peak Hour Trips, with 649 AM Peak Hour Trips allocated to the commercial component of the Project and 196 AM Peak Hour Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project, and
- (c) 816 PM Peak Hour Trips, with 615 PM Peak Hour Trips allocated to the commercial component of the Project and 201 PM Peak Hour Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project.

The Trip Thresholds Table reflects reductions to standard ITE trip generation rates due to:

- (a) calculated internalization reduction of 4.7% for the Daily Trips, 3.1% for AM Peak Hour Trips and 3.4% for PM Peak Hour Trips for commercial and multi-family internal trips, and
- (b) a reduction for implementation of TDM measures equivalent to 35% reduction in trips applied after the trip reduction for internalization.

The Trip Thresholds Table does not reflect trip exclusions that will be allowed to account for cut-through traffic and trips to the public park. A separate analysis will need to be prepared by the applicant for the City’s review and approval to arrive at an estimate of excluded trips that would apply to the Project and factored into the annual monitoring accordingly. That analysis may be submitted by the applicant any time after the first project component becomes operational and then updated by the applicant no more than once a year if travel patterns change, at applicant’s election. The Project applicant and its successors would be responsible for preparing any updates to the analysis for the City’s review and approval. Prior to issuance of a certificate of occupancy, the Applicant shall confirm the land uses and sizes in the Trip Thresholds Table with the trip thresholds being revised as applicable to reflect the land uses and sizes associated with the phase of the project seeking a certificate of occupancy, as well as estimated sizes associated with unbuilt phases of the project.

The trip thresholds will be applicable to the Site as follows:

- (a) upon the issuance of a certificate of occupancy for the first residential component of the Project, the trip thresholds for all residential trips will be in effect.

¹ This proposed TDM Monitoring Plan is included as Section 4 of the Parkline Transportation Demand Management (TDM) Plan.

- (b) upon the issuance of a certificate of occupancy for the first commercial component of the Project, the trip thresholds for all commercial trips will be in effect including existing buildings P, S and T.
- (c) if a certificate of occupancy has been issued for the first residential component and the first commercial component, then the trip thresholds for the entire site will be in effect.

Assuming complete buildout of the Project, the Site shall be monitored as a whole on an annual basis using driveway counts at all site entrances as shown on the Site plan attached hereto as Exhibit B (the "Master Plan Buildout Monitoring Locations"). The counts shall be collected at the Monitoring Locations over three weekdays during non-holiday weeks and in good weather. When only Phase 1a or Phase 1a and 1b are occupied, the driveway counts will be monitored as shown on Exhibits B-1 and B-2, respectively. To account for the portion of the Project that has been constructed and authorized for occupancy, prior to commencing an annual monitoring event of driveway counts, the Project applicant shall confirm in writing with City the Site Monitoring Locations to be monitored.

Commencing one (1) calendar year following the issuance of a certificate of occupancy for either the first residential or commercial component of the Project, and annually thereafter in conjunction with the Development Agreement annual reviews to the extent possible, the Project applicant shall submit and file with the City a report prepared by its transportation consultant which:

- (i) identifies the Site Monitoring Locations approved by the City for the annual monitoring event,
- (ii) describes the vehicle trip monitoring protocol and methodology used by the consultant,
- (iii) contains all of the vehicle trip monitoring data collected from each of the Site Monitoring Locations during the monitoring period,
- (iv) provides an analysis and determination of the Daily, AM and PM peak hour vehicle trips generated by the entire Project and the residential and commercial components of the Project during the monitoring period,
- (v) identifies any irregularities that occurred with any vehicle trip data collected, whether any such data was or was not included in the determination of the Daily, AM and PM peak hour vehicle trips generated by the residential and commercial components of the Project during the monitoring period, and the justification for including or excluding such data, and
- (vi) provides a determination of the number of Daily, AM Peak and PM Peak hour trips generated during the monitoring period that are in excess of the Trip Thresholds Table, if any.

If the Project is found to exceed the trip thresholds, then the Project applicant and its successors and assigns shall prepare a plan of additional transportation demand management measures necessary to bring the number of trips attributable to the Project into compliance with the trip thresholds within 90 days of being notified by the City and shall implement said plan within 180 days from said notification.

If a second, consecutive annual traffic count shows that actual trips exceed the trip thresholds, then additional analysis would be conducted to determine whether the exceedances are being contributed by the residential component or the office/R&D component of the Project. If the office/R&D components are determined to exceed their portion of the trip thresholds allocated in the Trip

Thresholds Table, then the property owner(s) of the office/R&D component shall pay a penalty per excess office/R&D trip recorded during that second consecutive annual traffic count in accordance with the following tiered schedule:

Applicability Penalty Amount

Penalty Tier¹	Applicability	Penalty Amount
Tier 1	Applies for trips up to 5% more than the daily, AM or PM peak hour threshold	\$150 per trip
Tier 2	Applies for trips more than 5% and less than 15% of the daily, AM or PM peak hour thresholds	\$300 per trip
Tier 3	Applies for trips more than 15% of the daily, AM or PM peak hour thresholds	\$600 per trip

¹ Only one tier is applicable for any given violation

The base per trip fines as outlined above shall be effective as of January 1, 2025 and shall be adjusted annually as of the first day of January of each year based on the increase in the Consumer Price Index for All Urban All Items Consumers in the San Francisco– Oakland–San Jose Metropolitan Area [1982–84=100] between October of the year prior to the effective date of the increase and October of the year prior. Revenues from the payment of penalties under this provision are due to the City within 30 days of issuance of the invoice and the City shall use the money for transportation programs that improve safety or reduce car-dependent trips within the City of Menlo Park. Monetary penalties shall continue to apply for each consecutive year the trip threshold is exceeded. If a subsequent annual trip count is below the daily, AM and PM peak hour threshold, no annual penalty shall apply until at least two consecutive annual counts exceed the trip thresholds. This condition shall be in effect for the life of the project.

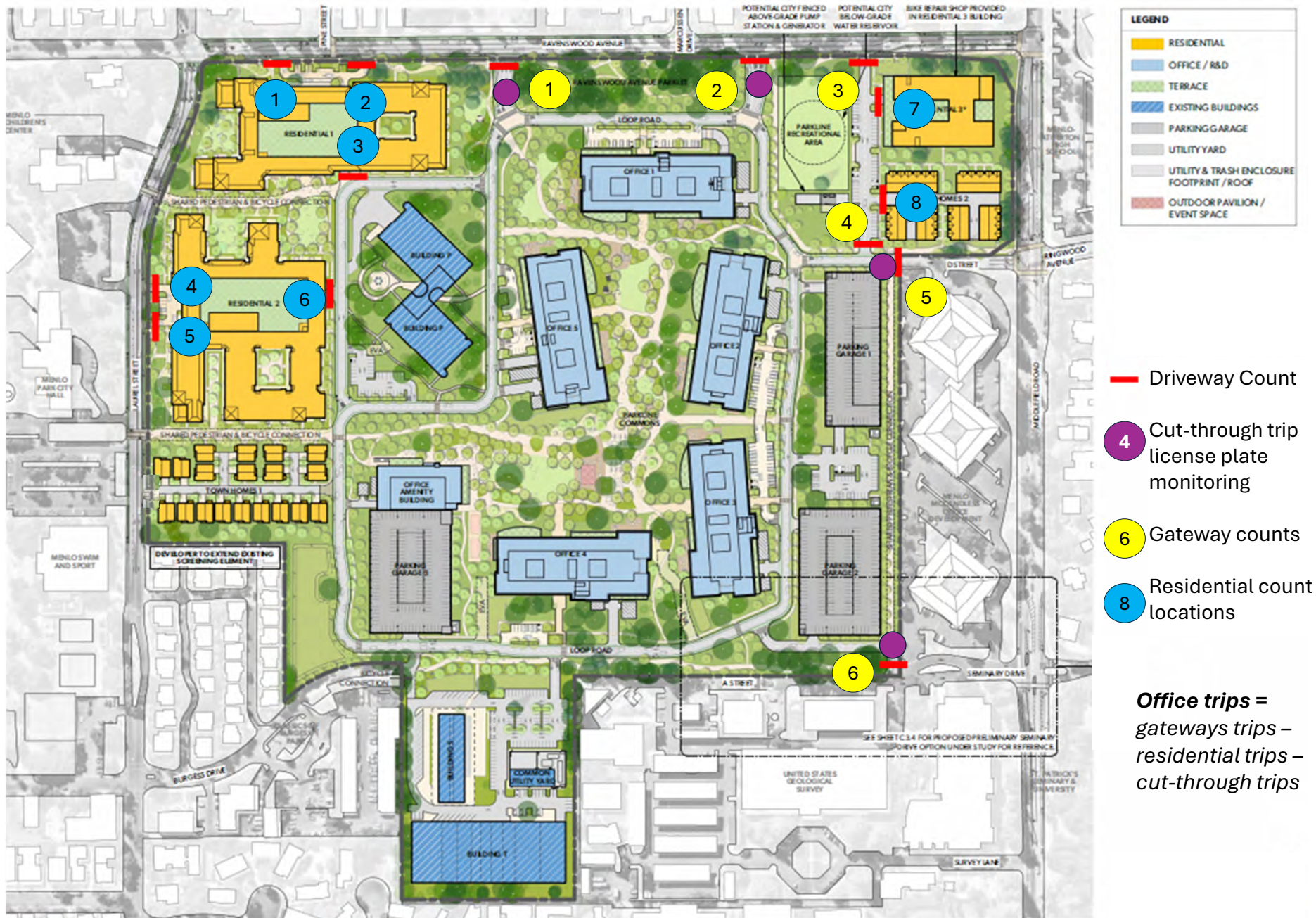
If the project pays a penalty for five consecutive years and the Project applicant and its successors and assigns have attempted multiple TDM measures to the satisfaction of the City’s Transportation Division, the Trip Thresholds may be modified. The modifications would be approved by the City’s Public Works Director or designee and shall not exceed the internal trip reduction shown in the Trip Thresholds table. The determination of the Public Works Director or designee may be appealed by the Project applicant and its successors and assigns to the City Manager, whose decision shall be final. The adjusted Trip Thresholds, if implemented, shall become the basis for assessing penalties as described above. If one or more of the residential components of the Project are found to exceed their portion of the trip thresholds, then the homeowners’ association for the applicable residential component of the Project shall submit a detailed mitigation and monitoring plan identifying steps to be taken to bring their component of the Project into compliance with the maximum Daily, AM and PM trips identified in the trip generation analysis and TDM program.

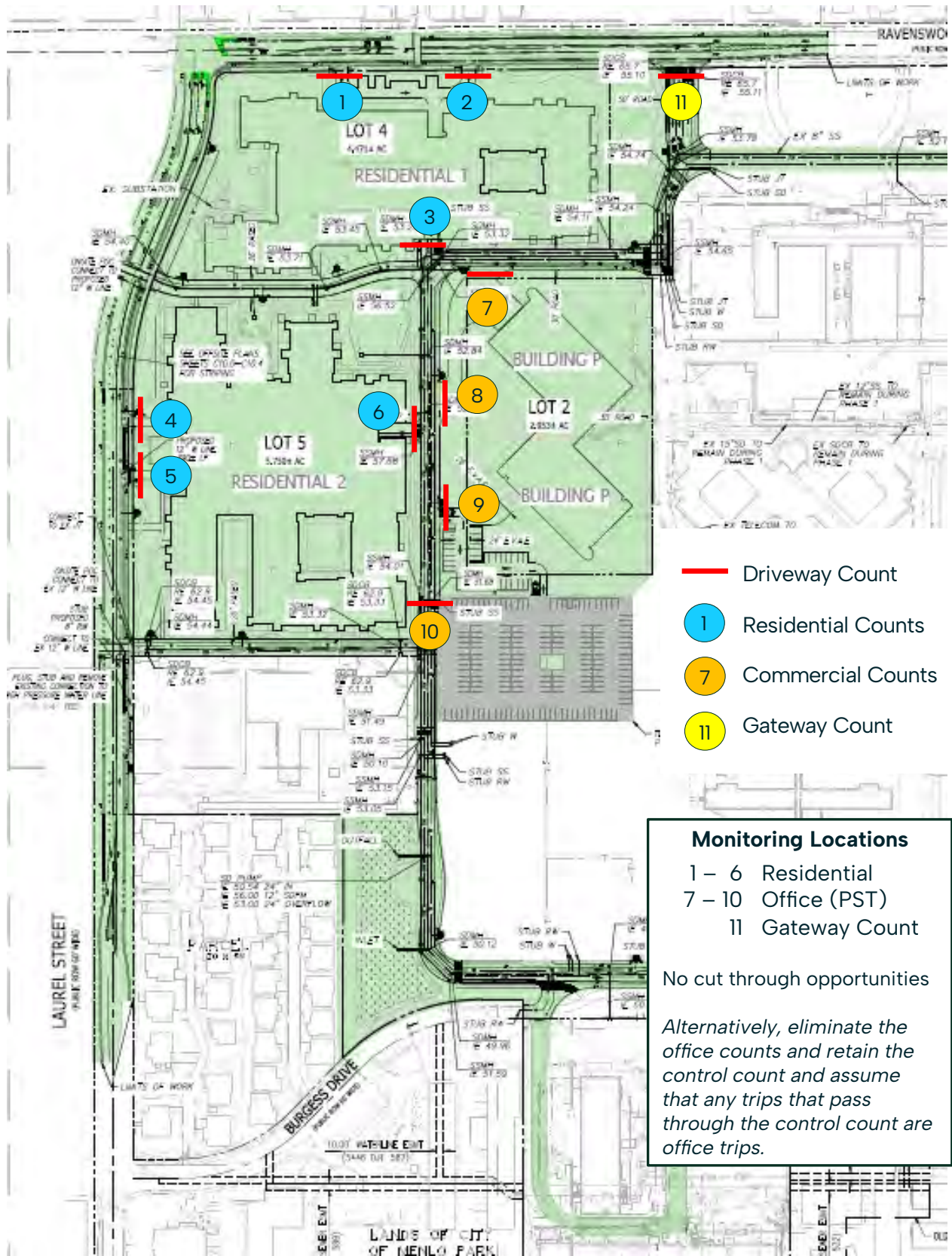
Exhibit A Site Trip Thresholds Table

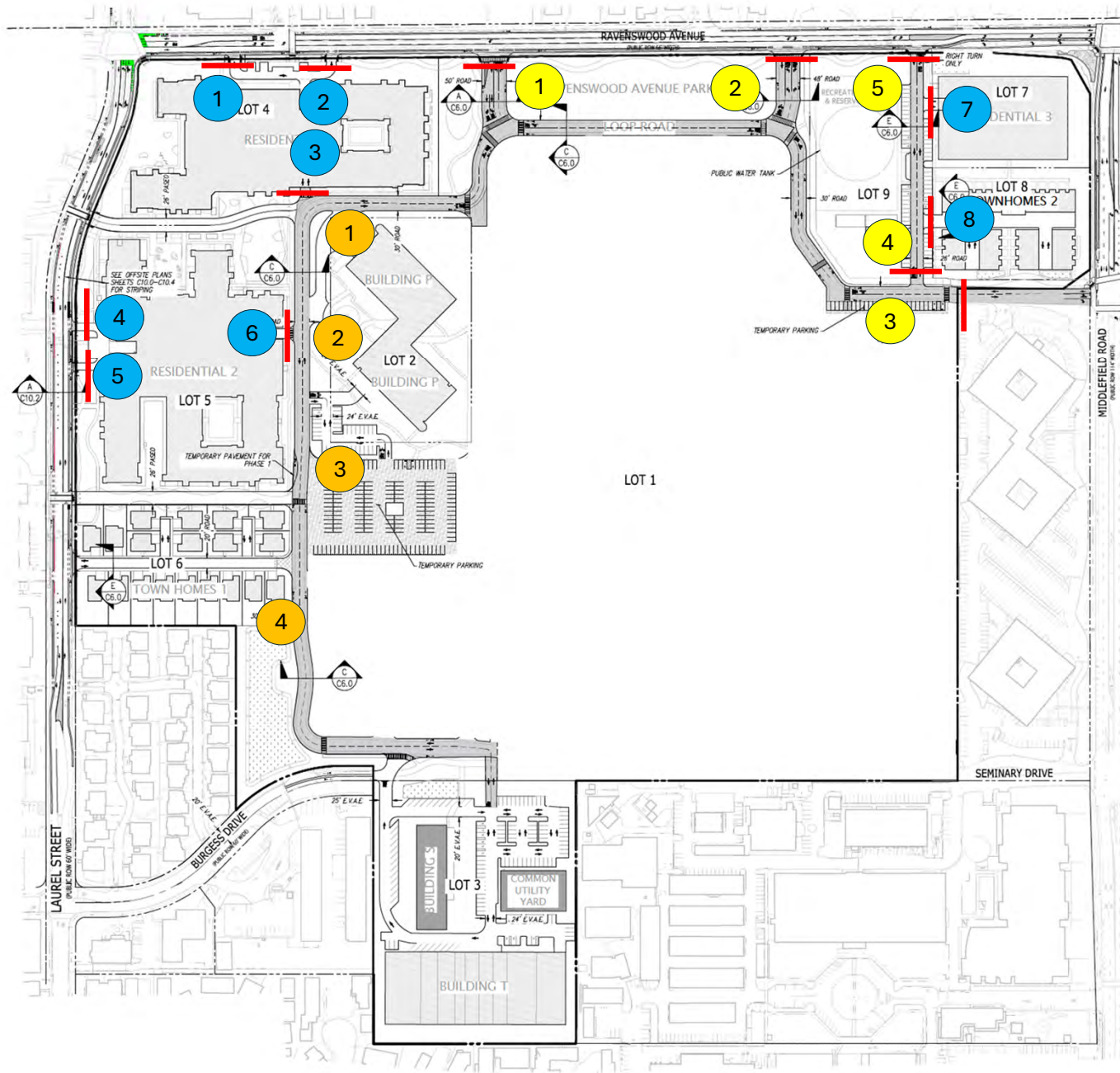
Land Use	Code ¹	Size	Units	Daily	AM Peak	PM Peak
R&D (new construction)	760	713,270	sf	7,903	735	699
Existing R&D (Buildings P, S, & T) ²	760	286,730	sf	3,177	295	281
Total				11,080	1,030	980
Internalization Reduction calculated from Table 18. DEIR TIA. Page 99.				4.7%	3.1%	3.4%
Internalization Reduction Trips				521	32	33
TDM reduction				35%	35%	35%
TDM reduction Trips				3,696	349	331
Net Commercial Trip Target				6,864	649	615
Multifamily Apartments (R1)	221	300	du	1,362	111	117
Multifamily Apartments (R2)	221	300	du	1,362	111	117
Multifamily Townhomes (TH1)	Excluded from Trip Cap					
Multifamily Townhomes (TH2)	215	27	du	194	13	15
Affordable BMR Housing ¹	223	154	du	741	77	71
Total		800	du	3,659	312	320
Internalization Reduction				4.7%	3.1%	3.4%
Internalization Reduction Trips				172	10	11
TDM reduction Target				35%	35%	35%
TDM reduction Trips				1,221	106	108
Net Residential Vehicle Trip Target				2,266	196	201
Total Site Trip Threshold				9,130	845	816

1- Land use code from the ITE Trip Generation Manual, 11th Edition

2 – Trips for existing buildings (P, S, & T) will be subject to the TDM plan and included in the TDM monitoring. ITE rates were used to estimate their trip generation.







- Driveway Count
- 5 Gateway counts
- 8 Residential count locations
- 4 P, S, & T counts
(alternatively office trips could be calculated using the gateway and residential counts)

Monitoring Locations

- 1 – 8 Residential
- 1 – 5 Gateways
- 1 – 4 Office P,S,&T
- 17 Total Count

Cut through trips are unlikely in Phase 1b. Monitoring would begin when the first new office building(s) are occupied.

Mitigation Monitoring and Reporting Program

Introduction

The California Environmental Quality Act (CEQA) requires the adoption of feasible mitigation measures to reduce the severity and magnitude of significant environmental impacts associated with project development. The Environmental Impact Report (EIR) prepared and certified for Parkline includes all feasible mitigation measures to reduce the potential environmental. CEQA also requires reporting on and monitoring of mitigation measures adopted as part of the environmental review process (Public Resources Code Section 21081.6). This Mitigation Monitoring and Reporting Program (MMRP) is designed to aid the City of Menlo Park in its implementation and monitoring of measures adopted from the certified EIR.

The mitigation measures in this MMRP are assigned the same number they had in the EIR. The MMRP, presented in table format, describes the actions that must take place to implement each mitigation measure, the timing of those actions, the entities responsible for implementing and monitoring the actions, and verification of compliance. Additional information is provided in the certified EIR.

The MMRP has been prepared to support the city staff's recommendation to the Planning Commission and City Council to adopt the Increased Development Variant (referred to herein as the Project Variant). The Project Variant is included in the EIR because, during the time of EIR preparation, the Project Sponsor was able to obtain control of the property at 201 Ravenswood Avenue and put forth the Project Variant for selection by the decision-makers as part of an approval action. Therefore, the MMRP sets forth mitigation measures for the Project Variant to avoid or substantially lessen significant environmental effects identified in the EIR to the extent feasible. All references to the "Proposed Project," below, also apply to the Project Variant. In addition, the City of Menlo Park Community Development Department (CDD) includes the Planning Division; therefore, wherever the mitigation is required to include the Planning Division's review or involvement, the CDD will be the monitoring party. The mitigation measures in this MMRP shall apply to all phases of construction of the entitled project.

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
Air Quality				
IMPACT BEING ADDRESSED: Conflict with or obstruct implementation of the applicable air quality plan. The Project Variant could conflict with or obstruct implementation of the applicable air quality plan. (Impact AQ-1)				
Mitigation Measure AQ-1.1: Landscaping Equipment. Contractor(s) and sub-contractor(s) responsible for landscaping shall, as a condition of contract, use all-electric landscaping equipment, which eliminates all criteria air pollutant emissions associated with landscaping activities.	Use all-electric landscaping equipment	Prior to the issuance of construction permits, throughout the duration of construction activities, and after project occupancy	Project Sponsor/ construction contractor(s) and sub-contractor(s)	City of Menlo Park Community Development Department (CDD), Planning Division
Mitigation Measure AQ-1.2: Architectural Coatings. The Project Sponsor shall use super-compliant architectural coatings during construction and operation of all buildings, which shall have a volatile-organic-compound (VOC) content that meets SCAQMD Rule 1113, Architectural Coatings, as revised on February 5, 2016.	Use super-compliant architectural coating	Prior to the issuance of construction permits and throughout the duration of construction activities	Project Sponsor/ construction contractor(s) and sub-contractor(s)	CDD
Mitigation Measure AQ-1.3: Construction Fugitive Dust Emissions. The Project construction contractor(s) and sub-contractor(s) shall implement the following BAAQMD BMPs for fugitive dust control, which are required for all construction activities within the San Francisco Bay Area Air Basin. These measures would reduce fugitive dust emissions primarily during soil movement and grading but also during vehicle and equipment movement on unpaved project sites. 1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, unpaved access roads) shall be watered two times per day. 2. All haul trucks transporting soil, sand, or other loose material offsite shall be covered.	Comply with BAAQMD BMPs for fugitive dust control	Prior to the issuance of demolition, grading and/or construction permits and throughout the duration of construction activities	Project Sponsor/ construction contractor(s) and sub-contractor(s)	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. 4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph). 5. All streets, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. 6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485, of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. 7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation. 8. A publicly visible sign shall be posted with the telephone number and name of the person to contact regarding dust complaints. This person shall respond and take corrective action, if necessary, within 48 hours. BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.				

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<i>IMPACT BEING ADDRESSED: Cumulatively Considerable Net Increase in Criteria Pollutants. The Project Variant could result in a cumulative net increase in a criteria pollutant for which the Project region is classified as a nonattainment area under an applicable federal or State ambient air quality standard. (Impact AQ-2)</i>				
Implement Mitigation Measure AQ-1.1, Mitigation Measure AQ-1.2, and Mitigation Measure AQ-1.3, above.	See above	See above	See above	See above
<i>IMPACT BEING ADDRESSED: Cumulative Air Quality Impacts. Cumulative development could result in a significant environmental impact on air quality; the Project Variant would not be a cumulatively considerable contributor to a significant environmental impact. (Impact C-AQ-1)</i>				
Implement Mitigation Measure AQ-1.1, Mitigation Measure AQ-1.2, and Mitigation Measure AQ-1.3, above.	See above	See above	See above	See above
Noise				
<i>IMPACT BEING ADDRESSED: Construction Noise. Construction of the Project Variant would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies. (Impact NOI-1)</i>				
<i>Mitigation Measure NOI-1.3: Implement Noise Reduction Plan to Reduce Construction Noise</i> Prior to issuance of any demolition, grading, and/or building permits for construction of the Project Variant, the Project Sponsor and/or contractor(s) shall (i) develop a construction noise control plan to reduce noise levels and demonstrate how the Project Variant will comply with Menlo Park Municipal Code daytime (i.e., during non-exempt hours) and nighttime noise standards to the extent feasible and practical, subject to review and determination by the Community Development Department, and (ii) provide a note on all development plans, stating that, during ongoing grading, demolition, and construction, the Project Sponsor shall be responsible for requiring contractors to implement measures to limit construction-related noise, as set forth in the plan and in this mitigation measure (NOI-1.3). The plan shall also include measures to	Develop and implement noise reduction plan to reduce noise during construction	Prior to issuance of any demolition, grading, and/or construction permits and throughout the duration of construction activities	Project Sponsor/ construction contractor(s)	CDD

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<p>reduce noise levels such that a 10-decibel (dB) increase over the ambient noise level does not occur at nearby noise-sensitive land uses to the extent feasible and practical, as determined by the city of Menlo Park. For concrete pouring occurring during early-morning hours, the closest distance that equipment for concrete pouring shall operate to noise-sensitive land uses is 100 feet, which applies to residential properties and the church property on the north side of Ravenswood Avenue. Equipment for concrete pouring shall operate no closer than 200 feet from the property line of residential properties in the Classics of Burgess Park or Linfield Oaks neighborhoods. These distances are based on the anticipated locations for the concrete pouring activities.</p> <p>The plan shall demonstrate that, to the extent feasible and practical, noise from concrete pouring activities and emergency well construction that occur overnight and between 6:00 a.m. and 8:00 a.m. will comply with the applicable city of Menlo Park noise limit of 50 A-weighted decibels (dBA) from 10:00 p.m. to 7:00 a.m. or 60 dBA from 7:00 a.m. to 10:00 p.m. at the nearest existing residential or noise-sensitive land use. The plan shall also demonstrate that, to the extent feasible and practical, as determined by the city, noise from individual pieces of equipment proposed for use will not exceed the limit for powered equipment (i.e., 85 dBA L_{eq} at 50 feet) and combined noise from construction activities during all hours will not result in a 10 dB or greater increase beyond the ambient noise level at the nearest noise-sensitive land uses. Activities that would produce noise above applicable daytime or nighttime limits shall be scheduled only during</p>				

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<p>normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). If it is determined that a particular piece of equipment will not meet the requirements of this mitigation measure, that equipment shall not be used outside normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). The plan shall be approved by the city prior to the issuance of building permits to confirm the precise noise minimization strategies that will be implemented and document the strategies that will be employed to the extent feasible and practical.</p> <p>The measures to reduce noise from construction activity may include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Require all construction equipment to be equipped with mufflers and sound control devices (e.g., intake silencers, ducts, engine enclosures, acoustically attenuating shields, noise shrouds) that are in good condition (i.e., at least as effective as those originally provided by the manufacturer) and appropriate for the equipment. • Maintain all construction equipment to minimize noise emissions. • Locate construction equipment as far as feasible from adjacent or nearby noise-sensitive receptors. • Stockpiling locations shall be as far as feasible from adjacent or nearby noise-sensitive receptors. • Require all stationary equipment to be located so as to maintain the greatest possible distance from nearby existing buildings, where feasible and practical. 				

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<ul style="list-style-type: none"> Require stationary noise sources associated with construction (e.g., generators and compressors) in proximity to noise-sensitive land uses to be muffled and/or enclosed within temporary enclosures and shielded by barriers, to the extent feasible and practical. Install noise-reducing sound walls or fencing (e.g., temporary fencing with sound blankets) around noise-generating equipment, to the extent feasible and practical, where no perimeter wall is provided. See also Mitigation Measure NOI-1.2. Prohibit the idling of inactive construction equipment for prolonged periods (i.e., more than 2 minutes) during early-morning hours. Provide advance notification by mailing/delivering notices to surrounding land uses regarding the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period. Provide the name and telephone number of an onsite construction liaison through onsite signage and the notices mailed/delivered to surrounding land uses. If construction noise is found to be intrusive to the community (i.e., if complaints are received), the construction liaison shall take reasonable efforts to investigate the source of the noise and require that reasonable measures be implemented to correct the problem. Use electric motors rather than gasoline- or diesel-powered engines to avoid noise associated with compressed air exhaust from pneumatically powered tools, to the extent 				

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<p>feasible and practical (as determined by the city). Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust could be used; this muffler can lower noise levels from the exhaust by about 10 dB. External jackets on the tools themselves could be used, which could achieve a reduction of 5 dB.</p> <ul style="list-style-type: none"> • Limit the use of public address systems. • Limit construction traffic to the haul routes established by the city. <p>The Project Sponsor and/or the contractor(s) shall obtain a permit to complete work outside the normal daytime construction hours outlined in the Menlo Park Municipal Code (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday); this may be incorporated into the conditional development permit for the Project Variant. Furthermore, the plan shall require verification that construction activities will be conducted at adequate distances or otherwise shielded with sound barriers, as determined through analysis, from noise-sensitive receptors when occurring outside normal daytime construction hours; compliance with the Menlo Park Municipal Code will be verified through measurement.</p>				
<p>Mitigation Measure NOI-1.2 Install Sound Barrier. Prior to issuance of the first construction permit, a permanent or temporary noise barrier shall be erected along the property line immediately south of the townhomes. The temporary barrier shall not be removed until the barrier is no longer needed to reduce noise from construction activities and comply with the thresholds identified in this EIR. The barrier shall start at Laurel Street, then continue perpendicularly to Laurel Street along the property</p>	Install noise barriers along the property line immediately south of the townhomes	Prior to issuance of construction permit and ongoing during construction	Project Sponsor/ construction contractor(s) and sub-contractor(s)	CDD

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line for a distance of approximately 330 feet. The barrier shall continue parallel to Barron Street along the property line for a distance of approximately 400 feet and end at Burgess Drive. The distances cited here are preliminary and based on the preliminary Project design. The actual distances shall be determined in a more precise manner during the design phase for the noise barrier. The temporary noise barriers shall be at least 12 feet high and constructed from a material with a minimum weight of 2 pounds per square foot, with no gaps or perforations. All noise control barrier walls shall be designed to preclude structural failure due to such factors as wind, shear, shallow soil failure, earthquake, or erosion. The design and location of the sound barrier shall be supported by a technical analysis of the proposed design and installed prior to demolition/construction. The design of the sound barrier may be incorporated into the noise control plan in Mitigation Measure NOI-1.3.				
IMPACT BEING ADDRESSED: Ground-borne Vibration. The Project Variant would generate excessive ground-borne vibration or ground-borne noise levels. (Impact NOI-3)				
Mitigation Measure NOI-3.1: Vibration Control Measures for Annoyance from Construction Activities. Daytime construction activity involving an excavator, or other equipment capable of generating similar vibration levels, shall take place no closer than 50 feet from residential or other sensitive land uses, to the extent feasible and practical, subject to review and approval by the Community Development Department; equipment smaller than an excavator may operate less than 50 feet from residential land uses. Jackhammers shall be further restricted, operating no closer than 30 feet from residential land uses. The 50-foot restriction may be	Implement vibration control measures for daytime construction activities involving an excavator or other equipment capable of generating similar vibration levels.	Ongoing during daytime construction ours	Project Sponsor/ construction contractor(s) and sub-contractor(s)/ project vibration coordinator	CDD

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<p>greater for equipment that results in greater vibration levels than an excavator. Maintaining these distances between equipment and the nearest sensitive land uses would ensure that vibration levels would be below a peak particle velocity (PPV) of 0.032 inch per second (in/sec). Early-morning construction activity involving concrete trucks shall occur after 7:00 a.m. when the daytime threshold from ConnectMenlo is applicable (0.032 in/sec) rather than the nighttime threshold (0.016 in/sec). When construction requires the use of the aforementioned types of equipment closer to nearby sensitive uses or before the allowable hours, reduction measures shall be incorporated, to the extent feasible and practical, such as the use of smaller or less vibration-intensive equipment. The feasibility of reduction measures shall be subject to review and determination by the Community Development Department. In addition, the construction contractor shall appoint a vibration coordinator for the Proposed Project who will serve as the point of contact for vibration-related complaints during construction. Contact information for the vibration coordinator will be posted at the Project Site and on a publicly available website for the Proposed Project. Should complaints be received, the vibration coordinator shall work with the construction team to adjust activities, to the extent feasible and practical, and reduce vibration or reschedule activities for a less sensitive time. The vibration coordinator shall notify the Community Development Department of all vibration-related complaints and actions taken to address the complaints.</p>				

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<i>IMPACT BEING ADDRESSED: Cumulative Construction Noise. Cumulative development would result in a significant environmental impact related to construction noise; the Project Variant would be a cumulatively considerable contributor to a significant environmental impact. (Impact C-NOI-1)</i>				
<i>Implement Mitigation Measure NOI-1.1 and Mitigation Measure NOI-1.2, above.</i>	See above	See above	See above	See above
<i>Cultural and Tribal Resources</i>				
<i>IMPACT BEING ADDRESSED: Historical Resources. The Project Variant would cause a substantial adverse change in the significance of historical resources, pursuant to Section 15064.5. (Impact CR-1)</i>				
<i>Mitigation Measure CR-1.1: Documentation.</i> Prior to issuance of any demolition, grading, or construction permits for the site, the Project Sponsor shall undertake documentation of all contributing buildings and landscape elements of the SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). The documentation shall be funded by the Project Sponsor and undertaken by a qualified professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture (Code of Federal Regulations, Title 36, Part 61, Appendix A). Documentation shall be submitted to the Menlo Park Planning Division, or a qualified historic consultant, for review prior to issuance of demolition permits. The documentation package created shall consist of the items listed below: <ul style="list-style-type: none"> • CR-1.1.a: Digital Photography • CR-1.1.b: Historical Report • CR-1.1.c: Site Plan and Drawings The documentation materials shall be submitted to the Northwest Information Center at Sonoma State University, the repository for the California Historical Resources Information System. The documentation shall also be offered to state,	Prepare and provide documentation of all contributing buildings and landscape elements of the SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E)	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/ project's qualified professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture	CDD

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regional, and local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, San Mateo County History Museum, Computer History Museum, and SRI International. Materials will be provided in archival digital and/or hard-copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research.				
<p>CR-1.1.a: Digital Photography. Digital photographs shall be taken of <u>all</u> contributing buildings and landscape elements. Photographs will capture the overall character and setting of the eligible SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). All digital photography shall be conducted according to current National Park Service standards, as specified in the National Register Photo Policy Factsheet.⁷⁵ The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required.</p> <p>Photograph views for the data set shall include:</p> <ul style="list-style-type: none"> • At least one photograph of each contributing building, which may be the primary façade or an oblique view showing the primary façade and a secondary façade; • Photographs of all façades of the three individually eligible buildings (Buildings 100, A, and E); • Detail views of character-defining features of the three individually eligible buildings (Buildings 100, A, and E); 	Take digital photographs of all contributing buildings and landscape elements.	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/qualified professional with demonstrated experience in documentation photography	CDD/qualified historic consultant

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<ul style="list-style-type: none"> Representative interior views of the three individually eligible buildings (Buildings 100, A, and E); and Contextual views of the site and each contributing landscape element. <p>All photographs shall be referenced on a photographic key map or site plan. The photographic key shall show the photograph number, with an arrow to indicate the direction of the view. Digital photographs shall be in an uncompressed RAW file format and saved as TIFF files. Each image shall be a minimum of 1,600 by 1,200 pixels, at 300 pixels per inch or larger, and in color. The file name for each electronic image shall correspond with the name in the index of photographs and on the photograph label. If repositories request hard copies, the photographs shall be printed on archival paper.</p> <p>Drone photographs of the site shall be taken and saved in a digital file format on an archival DVD, then submitted to the repositories with the photographic documentation. The use of digital photography and drone photography is encouraged in CR-1.2: Interpretive Program.</p>				
CR-1.1.b: Historical Report. A written historical narrative and report that meets Historic American Buildings Survey (HABS) historical report guidelines shall be produced for the three individually eligible buildings. This HABS-style historical report may be based on documentation provided in the 2022 historic resource evaluation for the site and include historic photographs and drawings, if available. The HABS-style historical report shall follow an outline format, with a statement of significance and a	Prepare a written historical narrative and report for the three individually eligible buildings.	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture	CDD/qualified historic consultant

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description of the buildings. The HABS-style historical report shall be submitted to the repositories along with the historic resource evaluation (2022), which documents the history of the site and the historic district.				
<p>CR-1.1.c: Site Plan and Drawings. An existing-conditions site plan shall be produced, depicting the current configuration and spatial relationships of the contributing buildings and landscape features. The existing-conditions site plan shall be prepared by a professional who meets the Secretary of the Interior’s professional qualification standards for architecture or historic architecture and reviewed by the professional retained to prepare the written history. Documentation of plantings is not required, but a depiction of the locations and types of mature trees, as well as designed hardscape and landscape features, shall be included.</p> <p>Reasonable efforts shall be made to locate original drawings and/or site plans of the district and contributing buildings from its period of significance. If located, selected representative drawings (e.g., site plans, elevations, sections, relevant key details) shall be photographed or scanned at high resolution, reproduced, and included in the dataset.</p> <p>Original architectural drawings or as-built drawings of the three individually eligible buildings proposed for demolition shall be submitted as part of the documentation package. Original drawings for Buildings A and E are known to be available in the SRI International records and therefore should be reproduced. Reasonable efforts should be made to locate original drawings for Building 100. If original architectural or construction drawings of Building 100, including floor plans and elevations, cannot be</p>	Prepare an existing-conditions site plan	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/professional who meets the Secretary of the Interior’s professional qualification standards for architecture or historic architecture	CDD/the qualified historic consultant

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located, measured drawings shall be prepared, according to HABS guidelines, by a professional who meets the Secretary of the Interior's professional qualification standards for architecture or historic architecture and reviewed by the professional retained to prepare the written history.				
<i>Mitigation Measure CR-1.2: Interpretive Program.</i> The Project Sponsor, in consultation with a qualified historian or architectural historian who meets the Secretary of the Interior's professional qualification standards and an experienced exhibit design professional, shall develop an interpretive program for the site. The interpretive program plan shall be reviewed by the Menlo Park Planning Division and/or a qualified historic consultant prior to the issuance of any permits for demolition, grading, or construction on the site. The plan shall include information regarding the proposed format and location of the content, along with information regarding the high-quality graphics and written narratives that will be incorporated. The interpretive display/feature shall be fully implemented and/or installed concurrent with the completion of common public open spaces and/or pathways along Ravenswood Avenue but not later than prior to issuance of the final certificate of occupancy for Parkline (Proposed Project) and inspected by Menlo Park Planning Division staff members and/or a qualified historic consultant to confirm its adherence to requirements of the approved interpretive program. The Project Sponsor shall provide a robust interpretive program with multiple permanent outdoor displays concerning the history of SRI International. The high-quality interpretive displays shall be installed within the Project Site boundaries; made of durable, all-weather materials; and positioned to allow high public	Develop and implement an interpretive program for the site	The interpretive program shall be developed prior to issuance of any permits for demolition, grading, or construction on the site. The interpretive program shall be fully implemented and/or installed concurrent to the completion of common public open spaces and/or pathways along Ravenswood Avenue but not later than issuance of the final certificate of occupancy	Project Sponsor/qualified historian or architectural historian who meets the Secretary of the Interior's professional qualification standards/experienced exhibit design professional	CDD (Menlo Park Planning Division)/qualified historic consultant

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<p>visibility and interactivity. In addition to narrative text, the interpretative displays may include photographs, news articles, memorabilia, and drawings. The interpretive program may use source materials from the historic resource evaluation or materials prepared as part of Mitigation Measure CR-1.1 but should also incorporate other primary and secondary sources, such as existing oral histories, historic photographs, and video footage where available and practicable. In addition to interpreting the overall significance of the SRI International campus as a historic district, the interpretive displays shall feature information on the individual significance of Buildings 100, A, and E, including the specific innovations, significant persons, and architecture associated with those buildings, as applicable.</p> <p>In addition to interpretive displays in public areas of the site, the Project Sponsor may consider additional means of onsite interpretation, including digital interpretation methods (e.g., websites, mobile applications, interpretive videos, drone footage, virtual- or augmented-reality experiences, artwork inspired by or related to the history of the site). Creative means of interpretation, such as landscape and play features, along with other means of presenting information regarding the history and development of the site, are encouraged.</p> <p>Although the interpretive program shall include information on the history and development of SRI International, as well as the important persons and innovations associated with the institution, interpretation may also include information on previous eras of site history, such as the residential estate era and Dibble General Hospital era.</p>				

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<p><i>Mitigation Measure CR-1.3: Relocation of SRI Monument</i></p> <p>The Project Sponsor, in consultation with a qualified historian or architectural historian who meets or exceeds the Secretary of the Interior's qualifications standards, and a professional conservator shall develop and implement a relocation plan for the SRI International Monument. The receiver site shall retain the relationship between the SRI Monument and the campus setting, the landscape materials, and the immediate setting to the extent feasible. Altering the setting and placing the SRI International Monument along a prominent walkway axis is not recommended as it may negatively impact the historic character of the setting.</p> <p>The SRI International Monument relocation plan shall include:</p> <ol style="list-style-type: none"> 1) Identification of a receiver site on the Project Site. <ol style="list-style-type: none"> i. Description of how the receiver site reflects the historic setting of the SRI International Monument south of Building I, on the brick median in the visitor parking lot west of Building A. ii. Specifications for the removal of the SRI International Monument from its current location, transport to the receiver site, and identification of possible secure, environmentally controlled storage location during construction of the Project Variant. The specifications shall include protective measures to ensure the monument is not damaged during removal, transport, storage, and re-installation. The specifications shall include a timeline for removal and storage that will occur following the Historic 	<p>Develop and implement a relocation plan for the SRI International Monument</p>	<p>The SRI Monument relocation plan shall be prepared prior to the issuance of any permits for demolition, grading, or construction. The relocation plan shall be fully implemented and/or the SRI Monument shall be installed concurrent to the completion of common public open spaces and/or pathways along Ravenswood Avenue but not later than issuance of the final certificate of occupancy</p>	<p>Project Sponsor/qualified historian or architectural historian who meets or exceeds the Secretary of the Interior's qualifications standards/professional conservator</p>	<p>CDD (Menlo Park Planning Division)</p>

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<p>American Buildings Survey (HABS) photographic documentation and prior to the beginning of ground-disturbing construction.</p> <p>iii. Project plans or drawings that show the SRI International Monument clearly identified on demolition drawings as well as the receiver site on construction plans.</p> <p>The SRI International Monument relocation plan shall be reviewed by the Menlo Park Planning Division prior to the issuance of any permits for demolition, grading, or construction on the Project Site. The final SRI International Monument relocation plan shall be submitted to the construction superintendents and confirmation of receipt shall be documented via email.</p>				
<p>Mitigation Measure CR-1.4: Documentation of the Chapel. Prior to issuance of a demolition permit for the First Church of Christ, Scientist and Alpha Kids Academy (Chapel buildings), the Project Sponsor shall undertake documentation of the Chapel at 201 Ravenswood Avenue. The documentation shall be funded by the Project Sponsor and undertaken by a qualified professional(s) who meets the Secretary of the Interior's Professional Qualification Standards for history, architectural history, or architecture (Code of Federal Regulations, Title 36, Part 61, Appendix A) and be submitted for review by the Menlo Park Planning Division prior to issuance of a demolition permit for the Chapel buildings. The documentation package created shall consist of the items listed below, consisting of (a) digital photography and (b) a historical report. The documentation materials shall be submitted to the Northwest Information Center at Sonoma State University, the repository for the California</p>	<p>Undertake documentation of the Chapel at 201 Ravenswood Avenue</p>	<p>Prior to issuance of a demolition permit for the First Church of Christ, Scientist and Alpha Kids Academy (Chapel buildings)</p>	<p>Project Sponsor/qualified professional(s) who meets the Secretary of the Interior's Professional Qualification Standards for history, architectural history, or architecture</p>	<p>CDD (Menlo Park Planning Division)</p>

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<p>Historical Resources Information System. The documentation shall also be offered to local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, and San Mateo County History Museum. Materials shall either be provided in archival digital and/or hard copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research. Although the documentation would use some of the guidelines and specifications developed for the Historic American Buildings Survey (HABS), the documentation package would not need to be delivered as HABS documentation to the Library of Congress.</p> <p>(a) Digital Photography. Digital photographs shall be taken of the Chapel at 201 Ravenswood Avenue. All digital photography shall be conducted according to current National Park Service (NPS) standards, as specified in the National Register Photo Policy Factsheet (updated May 2013). The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required. Photograph for the data set shall include:</p> <ul style="list-style-type: none"> • Photographs of all façades • Detailed views of character-defining features • Representative interior views of the nave and narthex • Contextual views of the site, including the courtyards at the corners of the cross plan for the Chapel. Contextual views may include the 				

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<p>multi-use building, but full façade and detailed views of the multi-use building are not required.</p> <p>(b) Historical Reports. A written historical narrative and report that meets HABS Historical Report Guidelines shall be produced for the Chapel at 201 Ravenswood Avenue. This HABS-style historical report may be based on the documentation provided in the 2024 Department of Parks and Recreation 523 form evaluation for the property and include historic photographs and drawings, if available. The HABS-style historical report shall follow an outline format, with a statement of significance for the building and a description of the building.</p>				
<i>IMPACT BEING ADDRESSED: Archaeological Resources. The Project Variant could cause a substantial adverse change in the significance of an archaeological resource, pursuant to Section 15064.5. (Impact CR-2)</i>				
<i>Mitigation Measure CR-2.1: Train Workers to Respond to the Discovery of Cultural Resources.</i> Prior to the start of ground-disturbing activities, the archaeological consultant or project archaeologist shall conduct archaeological resources sensitivity training for workers and construction superintendents. Training shall be required for all construction personnel participating in ground-disturbing construction to alert them to the archaeological sensitivity of the area and provide protocols to follow in the event of a discovery of archaeological materials. The principal archaeological consultant and project archaeologist shall develop and distribute, for job-site posting, a document ("ALERT SHEET") that summarizes the potential finds that could be exposed, the protocols to be followed, and the points of contact to alert in the event of a discovery. The ALERT SHEET and	Conduct archaeological resources sensitivity training for workers and construction superintendents and develop and distribute a document that summarizes how to respond to the discovery of cultural resources	Prior to the start of all ground-disturbing activities onsite	Project Sponsor/ construction contractor(s) and sub-contractor(s)/ principal archaeological consultant/project archaeologist	CDD

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protocols shall be presented as part of the training. The contractor shall be responsible for ensuring that all workers requiring training are in attendance. Training shall be scheduled at the discretion of the Project Sponsor in consultation with the city. Worker training shall be required for all contractors and sub-contractors and documented for each permit and/or phase of a permit that requires ground-disturbing activities onsite.				
<i>Mitigation Measure CR-2.2: Stop Work if Archaeological Material or Features Are Encountered during Ground-Disturbing Activities.</i> If a potentially significant subsurface cultural resource is encountered during ground-disturbing activities, all construction activities within a 100-foot radius of the find shall cease until a qualified archaeologist (i.e., one who meets the Secretary of the Interior's professional qualifications for archaeology or one under the supervision of such a professional) determines whether the resource requires further study. The archaeological consultant shall review, identify, and evaluate cultural resources that may be inadvertently exposed during construction to determine if a discovery is a historical resource and/or unique archaeological resource under CEQA. Significant resources shall be subject to treatment/mitigation that prevents an adverse effect on the resource, in accordance with PRC Section 15064.5. Mitigation could include avoidance, preservation in place, or the scientific removal, analysis, reporting, and curation of any recovered cultural materials. If the discovery constitutes a tribal cultural resource, consultation shall be undertaken between the city and the tribe(s) to determine appropriate treatment.	If significant archaeological materials and/or cultural resources are discovered, stop work within a 100-foot radius of the find and determine whether resource requires further study	Initiated after the discovery of significant archaeological materials and/or cultural resources during construction, with regularly scheduled site inspections thereafter	Project Sponsor/ construction contractor(s) and sub-contractor(s)/ qualified archaeologist	CDD

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All developers in the Project Site shall include a standard inadvertent discovery clause in every construction contract involving ground-disturbing activities to inform contractors of this requirement. Any previously undiscovered resources found during construction activities shall be recorded on appropriate Department of Parks and Recreation forms and evaluated for significance in terms of CEQA criteria by a qualified archaeologist in accordance with Mitigation Measure CR-2.2.				
<i>IMPACT BEING ADDRESSED: Inadvertent Disturbance of Human Remains. The Project Variant could result in a significant impact due to the disturbance of human remains, including those interred outside of dedicated cemeteries. (Impact CR-3)</i>				
<i>Mitigation Measure CR-3.1: Comply with State Regulations Regarding the Discovery of Human Remains at the Project Site.</i> Procedures of conduct following the discovery of human remains citywide have been mandated by Health and Safety Code Section 7050.5, PRC Section 5097.98, and California Code of Regulations Section 15064.5(e) (CEQA). According to the provisions in CEQA, if human remains are encountered at a site, all work in the immediate vicinity of the discovery shall cease and necessary steps to ensure the integrity of the immediate area shall be taken. The San Mateo County Coroner shall be notified immediately. The coroner shall then determine whether the remains are Native American. If the coroner determines the remains are Native American, the coroner shall notify the NAHC within 24 hours, which will, in turn, shall notify the person the NAHC identifies as the MLD in connection with any human remains. Further actions shall be determined, in part, by the desires of the MLD. The Project Sponsor, the Project archaeologist, and the MLD shall make all reasonable efforts to develop an agreement for the treatment,	Comply with procedures of conduct following the discovery of human remains	Initiated after the discovery of human remains during construction, with regularly scheduled site inspections thereafter	Project Sponsor/ construction contractor(s) and sub-contractor(s)	CDD/San Mateo County Coroner/ consulting tribe(s)

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with appropriate dignity, of human remains and associated or unassociated funerary objects, including those associated with known and unknown Native American burial locations (CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final treatment and disposition of the human remains and associated or unassociated funerary objects. The MLD will have 48 hours to make recommendations regarding the treatment and disposition of the remains following notification from the NAHC of the discovery. If the MLD does not make recommendations within 48 hours, or the owner does not accept the recommendation of the MLD in accordance with Public Resources Code 5097.98(e), the owner shall, with appropriate dignity, reinter the remains in an area of the property secure from further disturbance. Alternatively, if the owner does not accept the MLD's recommendations, the owner or the descendent may request mediation by the NAHC.				
<i>IMPACT BEING ADDRESSED: Cumulative Archaeological Resources and Human Remains Impacts. Cumulative development could result in a significant environmental impact on archeological resources and human remains; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact. (Impact C-CR-2)</i>				
Implement Mitigation Measure CR-2.1, Mitigation Measure CR-2.2, and Mitigation Measure CR-3.1, above.	See above	See above	See above	See above

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<i>Tribal Cultural Resources</i>				
<i>IMPACT BEING ADDRESSED: Tribal Cultural Resources. The Project Variant could cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe and:</i> <i>a) Listed or eligible for listing in the California Register of Historical Resources or a local register of historical resources, as defined in PRC Section 5020.1(k), or</i> <i>b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. (Impact TCR-1)</i>				
<i>Mitigation Measure TCR-1: Stop Work if Tribal Cultural Resources Are Encountered during Ground-Disturbing Activities.</i> If Native American cultural resources are encountered during ground-disturbing activities, all construction activities within a 100-foot radius of the find shall cease until an archaeological consultant can review, identify, and evaluate the find to determine if the discovery could qualify as a tribal cultural resource, as defined in Public Resources Code Section 21074. Tribal representatives from the city's Assembly Bill 52 notification lists shall be consulted regarding this determination. If the discovery is determined to qualify as a tribal cultural resource, it shall be subject to treatment/mitigation that prevents an adverse effect on the resource, in accordance with Public Resources Code Section 15064.5. Mitigation shall be determined through consultation between the city and the tribe(s).	Stop work if tribal cultural resources are encountered during construction, stop work within a 100-foot radius of the find and determine whether resource requires further study	Initiated after the discovery of Native America cultural resources during construction, with regularly scheduled site inspections thereafter	Project Sponsor/contractor(s) and sub-contractor(s)	CDD/consulting tribe(s)
Implement Mitigation Measure CR-2.1, Mitigation Measure CR-2, and Mitigation Measure CR-3.1, above.	See above	See above	See above	See above

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<i>IMPACT BEING ADDRESSED: Cumulative Tribal Cultural Resources Impacts. Cumulative development could result in a significant environmental impact on tribal cultural resources; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact on tribal cultural resources. (Impact C-TCR-1)</i>				
Implement Mitigation Measure TCR-1, Mitigation Measure CR-2.1, Mitigation Measure CR-2, and Mitigation Measure CR-3.1, above.	See above	See above	See above	See above
<i>Biological Resources</i>				
<i>IMPACT BEING ADDRESSED: Special-Status Species. The Project Variant could result in a substantial adverse effect, either directly or through habitat modifications, on any species identified as candidate, sensitive, or special-status in local or regional plans, policies, or regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. (Impact BIO-1)</i>				
<i>Mitigation BIO-1.1: Initial Bat Habitat Survey.</i> A qualified bat biologist shall conduct an initial survey of all buildings and trees on the Project Site that are slated for removal to determine whether suitable habitat for a moderate-size colony of common bat species (i.e., at least 10 big brown bats or at least 20 individuals of other non-special-status species), or a pallid bat or Townsend's big-eared bat colony of any size, is present. The locations of trees with suitable cavities and crevices, as well as any buildings with accessible interiors or crevices (e.g., roof tiles or other exterior features) that support suitable roost locations, shall be identified, and potential entry and exit locations shall be mapped. For trees and buildings that are determined, in the qualified biologist's discretion, not to provide suitable habitat for a moderate-size colony of common bat species, or a pallid bat or Townsend's big-eared bat colony of any size, no further surveys shall be required. If the qualified biologist determines that buildings or trees provide suitable habitat, then further surveys under Mitigation Measures BIO-1.2 and BIO-1.3 shall be required.	Conduct an initial bat habitat survey of all buildings and trees on the Project Site that are slated for removal	Prior to the issuance of any permits for demolition, grading, or construction or removal of trees	Project Sponsor/ qualified bat biologist	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<i>Mitigation Measure BIO-1.2: Maternity Season Survey.</i> A qualified bat biologist shall conduct a focused survey for roosting bats within all buildings and trees on the Project Site where suitable habitat was identified during the initial habitat survey, during the maternity season (generally March 15–August 31), and prior to the start of construction to determine the presence or absence of a maternity colony, the species present, and an estimate of the colony size, if present. If close inspection of potential roost features during the daytime is infeasible, the focused survey shall consist of a dusk emergence survey when bats can be observed flying out of the roost. If work will be initiated during the maternity season, this survey shall be conducted 1 year prior to the year in which construction will occur. If a maternity colony is detected, the exclusion measures described in Mitigation Measure BIO-1.4, below, shall be implemented prior to March 15 of the year in which construction occurs to ensure that bats are excluded from the roost prior to the start of construction.	Conduct a focused survey for roosting bats within all buildings and trees identified as suitable habitat during the initial habitat survey	Initiated after initial bat survey for buildings or trees that are identified as suitable habitat for bats/prior to construction/during the maternity season (generally March 15–August 31); should construction be initiated during the maternity season, the survey shall occur 1 year prior to construction occurring	Project Sponsor/ qualified bat biologist	CDD
<i>Mitigation Measure BIO-1.3: Pre-Construction Activity Bat Survey.</i> A pre-construction activity survey shall be conducted for roosting bats within all buildings and trees on the Project Site that are slated for removal and within which suitable habitat was identified during the initial habitat survey and the maternity roosting survey. The survey shall be conducted by a qualified bat biologist within 7 days prior to the start of building demolition or tree removal for the purpose of impact avoidance. If building demolition and/or tree removal occurs in phases, a pre-activity survey shall be conducted within 14 days prior to the demolition of each building and/or removal of each tree with suitable	Conduct a pre-construction activity survey for roosting bats	Initiated after initial habitat survey and the maternity roosting survey/7 days prior to the start of building demolition or tree removal for the purpose of impact avoidance/if building demolition and/or tree removal occurs in phases, a pre-	Project Sponsor/ qualified bat biologist	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
roost habitat. If close inspection of potential roost features during the daytime is infeasible, the focused survey shall include a dusk emergence survey when bats can be observed flying out of the roost. If a moderate-size maternity colony of common bat species (i.e., at least 10 big brown bats, 20 Yuma myotis, 100 individuals of other non-special-status species), or a pallid bat or Townsend's big-eared bat colony of any size or any kind (i.e., a maternity or non-maternity colony), is not detected during the survey, no additional measures shall be required. If a moderate-size maternity colony of common bat species (i.e., at least 10 big brown bats, 20 Yuma myotis, or 100 individuals of other non-special-status species), or a pallid bat or Townsend's big-eared bat colony of any size or any kind (i.e., a maternity or non-maternity colony), is present, the qualified bat biologist shall identify an appropriate disturbance-free buffer zone for the species identified. The buffer will be maintained until either the end of the maternity season or until a qualified biologist determines that all young are volant (i.e., capable of flight) to avoid the loss of dependent young.		activity survey shall be conducted within 14 days prior to the demolition of each building and/or removal of each tree with suitable roost habitat		
Mitigation Measure BIO-1.4: Bat Exclusion. If bats are present in a building or tree to be removed or disturbed, the individuals shall be safely evicted outside the bat maternity season (approximately March 15–August 31) and the winter torpor period (approximately October 15–February 28, depending on weather). Bats may be evicted through exclusion, as directed by a qualified biologist, after notifying the California Department of Fish and Wildlife. The qualified biologist must be present for the removal of trees or structures occupied by bats.	Safely evict bats that are present in a building or tree to be removed or disturbed	Prior to removing or disturbing buildings or trees with bat habitats identified during bat survey, outside the bat maternity season (approximately March 15–August 31) and the winter torpor period (approximately	Project Sponsor/ qualified bat biologist, with notification to the California Department of Fish and Wildlife, as needed	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>For eviction from roost trees, trimming or removing trees shall follow a two-step removal process whereby limbs and branches not containing roost habitat are removed on day 1, then the entire tree is removed on day 2.</p> <p>The disturbance or removal of structures containing, or suspected of containing, active (non-maternity or hibernation) or potentially active common bat roosts shall be done in the evening and after bats have emerged from the roost to forage. Structures shall be partially dismantled to significantly change roost conditions, causing bats to abandon and not return to the roost. Removal shall be completed the subsequent day. Alternatively, exclusion methods may include the installation of one-way doors and/or use of ultrasonic deterrence devices. One-way doors and/or deterrence devices shall be left in place for a minimum of 2 weeks, with a minimum of five fair-weather nights with no rainfall and temperatures no colder than 50°F.</p>		October 15–February 28, depending on weather)		
<p>Mitigation Measure BIO-1.5: Compensatory Mitigation for Bat Habitat. If a maternity colony of common bat species containing at least 10 big brown bats, 20 Yuma myotis, or 100 individuals of other non-special-status bat species, or a pallid bat or Townsend’s big-eared bat day roost of any type (maternity or non-maternity) or any size, is determined to be present on the Project Site, replacement roost habitat that is appropriate to the species shall be provided, as determined by a qualified bat biologist. The nature of the replacement roost habitat (e.g., the design of an artificial roost structure) shall be determined by the qualified bat biologist, based on the number and species of bats detected. Ideally, the roost structure shall be installed on the Project Site. If replacement</p>	Provide replacement roost habitat for bats	Prior to demolition, as well as prior to removing or disturbing buildings or trees with bat habitats, in the event that a qualifying maternity colony is present	Project Sponsor/qualified bat biologist	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
habitat cannot be placed on the site, it shall be installed no more than 100 feet from the site (or as close to the site as feasible). The exact placement of replacement habitat shall be determined in consultation with the qualified bat biologist.				
<i>IMPACT BEING ADDRESSED: Wildlife Movement and Native Wildlife Nursery Sites. The Project Variant could interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. (Impact BIO-2)</i>				
<i>Mitigation Measure BIO-2.1: Avoidance and Pre-construction Surveys for Nesting Migratory Birds.</i> The Project Sponsor shall implement the following measures to avoid and minimize construction-period impacts on nesting birds: <ul style="list-style-type: none"> • Avoidance of the Nesting Season. To the extent feasible, the commencement of demolition and construction activities shall be scheduled to avoid the nesting season. If demolition and construction activities are scheduled to take place outside the nesting season, all potential demolition/construction impacts on nesting birds protected under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31. • Pre-Activity/Pre-Disturbance Nesting Bird Surveys. If it is not possible to schedule demolition and construction activities between September 1 and January 31, then pre-activity surveys for nesting birds shall be conducted by a qualified ornithologist to ensure that no nests will be disturbed during implementation of the Proposed Project. Surveys shall be conducted no more than 7 days prior to the initiation of demolition or construction activities for each 	Implement avoidance measures and conduct pre-construction surveys for nesting migratory birds and	Ongoing during construction. If it is not possible to schedule demolition and construction activities between September 1 and January 31, then pre-activity surveys for nesting birds shall be conducted; surveys shall be conducted no more than 7 days prior to the initiation of demolition or construction activities for each construction phase	Project Sponsor/ construction contractor(s) and sub-contractor(s)/ qualified ornithologist	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>construction phase. During the surveys, the ornithologist shall inspect all trees and other potential nesting habitats (e.g., trees, shrubs, buildings) in and immediately adjacent to the impact areas for migratory bird nests.</p> <ul style="list-style-type: none"> • Non-Disturbance Buffers Around Active Nests. If an active nest is found close enough to work areas to be disturbed by demolition or construction activities, a construction-free buffer zone (typically 300 feet for raptors and 100 feet for other species) will be established around the nest to ensure that no nests of species protected by the MBTA and California Fish and Game Code are disturbed during implementation of the Proposed Project. The ornithologist shall determine the extent of the buffer. • Nesting Deterrence. If construction activities will not be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes, trees, grasses, other vegetation) that are scheduled to be removed by the Proposed Project may be removed prior to the start of the nesting season (e.g., prior to February 1). This will preclude the initiation of nests in this vegetation and prevent any potential delay for the Proposed Project because of the presence of active nests in these substrates. 				
<i>IMPACT BEING ADDRESSED: Cumulative Biological Resources Impacts. Cumulative development could result in a significant environmental impact on biological resources; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact. (Impact C-BIO-1)</i>				
Implement Mitigation Measure BIO-1.1 through Mitigation Measure 1.5, and Mitigation Measure BIO-2.1, above.	See above	See above	See above	See above

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
Geology and Soils				
IMPACT BEING ADDRESSED: Paleontological Resources. The Project Variant could destroy a unique paleontological resource or site. (Impact GS-5)				
Mitigation Measure GS-5.1: Conduct Worker Awareness Training. Before the start of excavation or grading activities, the Project Sponsor shall retain a Project Paleontologist, as defined by the Society of Vertebrate Paleontology, who is experienced in teaching non-specialists. The paleontologist shall train all construction personnel who are involved with earthmoving activities, including the site superintendent, regarding the possibility of encountering fossils, the appearance and types of fossils that are likely to be seen during construction, and proper notification procedures should fossils be encountered. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying the Project Paleontologist, who shall evaluate the significance of the find.	Conduct worker awareness training for identification of paleontological resources	Prior to the start of ground disturbing activities	Project Sponsor/ project paleontologist	CDD
Mitigation Measure GS-5.2: Conduct Protocol and Procedures for Encountering Paleontological Resources. In the event that fossils or fossil bearing deposits are discovered during ground disturbing activities, excavations within a 50-foot radius of the find shall be temporarily halted or diverted. Ground disturbance work shall cease until a qualified paleontologist determines whether the resource requires further study. The paleontologist shall document the discovery as needed (in accordance with Society of Vertebrate Paleontology standards [Society of Vertebrate Paleontology 2010]), evaluate the potential resource, and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall	Conduct protocol and procedures for encountering paleontological resources	During construction in the affected area(s), in the event that fossils or fossil-bearing deposits are discovered	Project Sponsor/ project's qualified paleontologist	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The excavation plan shall be submitted to the city of Menlo Park for review and approval prior to implementation, and all construction activity shall adhere to the recommendations in the excavation plan.				
<i>IMPACT BEING ADDRESSED: Cumulative Impacts Related to Paleontological Resources. Cumulative development would not result in a significant environmental impact with mitigation on paleontological resources; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact. (Impact C-GS-3)</i>				
Implement Mitigation Measure GS-5.1 and Mitigation Measure GS-5.2, above.	See above	See above	See above	See above
<i>Hydrology and Water Quality</i>				
<i>IMPACT BEING ADDRESSED: Water Quality. The Project Variant could violate water quality standards or waste discharge requirements or otherwise substantially degrade surface water or groundwater quality. (Impact HY-1)</i>				
Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2, below.	See below	See below	See below	See below
<i>IMPACT BEING ADDRESSED: Cumulative Hydrology and Water Quality Impacts. Cumulative development could result in a significant environmental impact on hydrology and water quality; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact. (Impact C-HY-1)</i>				
Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2, below.	See below	See below	See below	See below

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
Hazards and Hazardous Materials				
IMPACT BEING ADDRESSED: Upset and Accident Conditions Involving Hazardous Materials. The Project Variant could create a significant hazard for the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. (Impact HAZ-2)				
Mitigation Measure HAZ-2.1: Prepare and Implement an Environmental Site Management Plan. Prior to commencement of any ground disturbing activities, the Project Sponsor shall retain the services of a qualified environmental engineering firm to prepare and implement an Environmental Site Management Plan (ESMP) for review and approval by the appropriate regulatory agency. The purpose of the ESMP is to protect construction workers, the general public, the environment, and future site occupants from subsurface hazardous materials previously identified at the site and to address the possibility of encountering unknown contamination or hazards in the subsurface. The ESMP shall summarize soil and groundwater analytical data collected on the project site during past investigations; identify management options for excavated soil and groundwater, if contaminated media are encountered during deep excavations; and identify monitoring, irrigation, or other wells requiring proper abandonment in compliance with local, state, and federal laws, policies, and regulations. The ESMP shall include measures for identifying, testing, and managing soil and groundwater suspected of or known to contain hazardous materials (including imported fill/soils, if imported fill/soils are needed as part of project construction). The ESMP shall: 1) provide procedures for evaluating, handling, storing, testing, and disposing of soil and groundwater during project excavation	Prepare and implement an ESMP for review and approval	Prior to ground disturbance activities	Project Sponsor/ personnel designated in the ESMP	CDD/appropriate regulatory agency

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>and dewatering activities, respectively; 2) describe required worker health and safety provisions for all workers potentially exposed to hazardous materials in accordance with State and federal worker safety regulations; and 3) designate personnel responsible for implementation of the ESMP. The ESMP shall be prepared by a commercial environmental engineering firm with expertise and experience in the preparation of ESMPs and stamped by an appropriately licensed professional. In addition, the ESMP shall adhere to applicable oversight agency guidance associated with the handling of the aforementioned impacted media.</p> <p>In addition, the ESMP shall establish protocols and measures for addressing the discovery of presently unknown environmental conditions or subsurface structures such as underground storage tanks (USTs), sumps, or wells, would include procedures for evaluating, handling, storing, testing and disposing of these unknown materials (as applicable), and would also establish required health and safety provisions for all workers who could be exposed to said hazardous materials (in accordance with state and federal worker safety regulations). If the environmental engineering firm subsequently identifies the need for further sampling, the Project Sponsor shall implement this and any other requirements identified in the ESMP.</p>				
<p>Mitigation Measure HAZ-2.2: Require Groundwater Monitoring and Sampling prior to Dewatering Activity. Prior to any construction activity with the potential to require dewatering any ground disturbing activity, the Project Sponsor shall measure both water levels and water quality prior to and during dewatering, with a focus on potential</p>	Measure and monitor both water levels and groundwater quality during construction	Prior to and during any construction activity with the potential to require dewatering	Project Sponsor/ construction contractor(s) and sub-contractor(s)	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>constituents of concern, based on known or suspected water quality impacts within or near the Project Site. The Project Sponsor shall ensure the collection and testing of samples prior to initiating construction activities with the potential to require dewatering. The sampling locations shall be an appropriate distance from the proposed dewatering site, as determined by a geotechnical evaluation of local groundwater and soil conditions. If contaminated water is detected, remedial measures to limit potential exposure to affected media and/or contain the spread shall be implemented. Several options can be employed (e.g., implementing onsite treatment/remediation; disposing in the sewer system (with any appropriate pre-treatment) or at a hazardous materials disposal facility, depending on type and level of contamination; tanking; or stopping or phasing underground construction. Affected water shall be handled with the appropriate use of personal protective equipment (PPE) and treated so that it complies with discharge and reporting requirements and applicable water quality objectives or hauled offsite for treatment and disposal at a permitted waste treatment facility. Upon disposal of the affected water, the Project Sponsor shall be responsible for demonstrating to the city of Menlo Park that the treatment and disposal requirements set forth in this mitigation measure have been met by providing a waste manifest or proof of a valid waste discharge requirement (WDR) permit.</p>				

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p><i>Mitigation Measure HAZ-2.3: Conduct a Hazardous Building Materials Survey.</i> Prior to the issuance of any demolition permit, the Project Sponsor shall conduct a Hazardous Building Materials Survey in accordance with DTSC's Preliminary Endangerment Assessment (PEA) Guidance Manual. The survey shall be performed by a licensed contractor at structures that are scheduled to be demolished but have not been surveyed previously (i.e., as part of the 2021 Limited Hazardous Materials Survey). The Hazardous Building Materials Survey shall identify the presence of hazardous building materials, including asbestos-containing materials (ACMs), lead-based paint (LBP), and polychlorinated biphenyls (PCBs). Should this survey determine that hazardous building materials are present, the following actions shall be implemented by the Project Sponsor:</p> <ul style="list-style-type: none"> • A health and safety plan shall be developed by a certified industrial hygienist for potential LBP, asbestos, or other hazardous building material risks present during demolition. The health and safety plan shall then be implemented by a licensed contractor. The health and safety plan shall comply with federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA) requirements. • Necessary approvals shall be acquired from the city of Menlo Park and/or county (by the licensed contractor) for specifications or commencement of abatement activities. Abatement activities shall be conducted by a licensed contractor. 	<p>Conduct a Hazardous Building Materials Survey and implement actions should the survey determine that hazardous building materials are present</p>	<p>Prior to the issuance of any demolition permit</p>	<p>Project Sponsor/ licensed contractor</p>	<p>CDD <i>If hazardous building materials are present:</i> CDD/County of San Mateo/ BAAQMD notification</p>

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<ul style="list-style-type: none"> The Bay Area Air Quality Management District (BAAQMD) shall be notified 10 days prior to initiating demolition at structures that contain asbestos. Section 19827.5 of the California Health and Safety Code requires local agencies not to issue demolition or alteration permits until an applicant has demonstrated compliance with the notification requirements under applicable federal regulations regarding hazardous air pollutants, including asbestos. In addition: <ul style="list-style-type: none"> Asbestos shall be disposed of at a licensed disposal facility, to be identified by the licensed contractor. The local office of Cal/OSHA shall be notified of asbestos abatement activities. Asbestos abatement contractors shall follow state regulations contained in 8 CCR 1529 and 8 CCR 341.6 through 341.14 where asbestos-related work would involve 100 square feet or more of ACM. Asbestos removal contractors shall be certified as such by the Contractors Licensing Board of the State of California. The owner of the property where abatement is to occur shall have a hazardous waste generator number assigned by and registered with the California Department of Health Services in Sacramento. The contractor and hauler of hazardous building materials shall file a hazardous waste manifest, with details about hauling the material from the site and disposing of it. Pursuant to California law, the city of 				

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
Menlo Park shall not issue the required permit until the Project Sponsor has complied with the notice requirements described above.				
Mitigation Measure HAZ-2.4: Conduct a Focused Soil Vapor Intrusion Investigation. Prior to construction, the Project Sponsor shall retain the services of a qualified environmental consulting firm to conduct a focused soil vapor investigation. The investigation shall be conducted in the areas that are designated for residential and office/R&D use and shall be designed to protect building occupants from potential long-term impacts associated with vapor intrusion. The investigation shall provide the data needed to determine whether long-term engineering controls shall be needed as part of the proposed building development. The soil vapor investigation's methodology and sampling program shall be conducted by an environmental consulting firm with applicable expertise and experience and would be performed under any applicable oversight agency's current guidance. The soil vapor investigation shall be implemented by the Project Sponsor prior to construction of buildings on the Project Site. If the environmental consulting firm or appropriate regulatory agency providing oversight determines engineering controls are required, they shall be designed by a qualified engineer in compliance with requirements of the appropriate regulatory agency and/or the city of Menlo Park to address vapor conditions by redirecting and/or minimizing soil vapor (e.g., the February 2023 Supplemental Guidance: Screening and Evaluating Vapor Intrusion prepared by the California Department of Toxic Substances Control and the California State Water Resources Control Board	Conduct a focused soil vapor intrusion investigation in areas that are designated for residential and office/R&D uses. If engineering controls are required, install appropriate engineering control systems	Prior to construction of buildings	Project Sponsor/a qualified environmental consulting firm <i>If engineering controls are required:</i> qualified engineer	CDD/appropriate regulatory agency

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
<p>or the prevailing applicable requirements at the time the Project is implemented). The performance of the installed vapor mitigation systems shall be confirmed by appropriate quality assurance/quality control inspection and test methods, as certified by the design engineer, and the certification shall be provided to the appropriate regulatory agency providing oversight and city of Menlo Park as needed.</p> <p>Specific engineering controls may include, but shall not be limited to:</p> <ul style="list-style-type: none"> • Installation of subsurface migration barriers; and/or • Inclusion of ventilated foundations for any proposed structures; and/or • The use and implementation of an alternative method or structural design to address soil gas releases and reduce the potential for hazardous conditions to occur. <p>Appropriate engineering control systems shall be determined with concurrence, approval, and oversight from the appropriate regulatory agency providing oversight and shall be dependent on building placement and construction.</p>				
<i>IMPACT BEING ADDRESSED: Exposure to Schools. The Project Variant could emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school. (Impact HAZ-3)</i>				
Implement Mitigation Measure HAZ-2.1, Mitigation Measure HAZ-2.2, and Mitigation Measure HAZ-2.3, above.	See above	See above	See above	See above
<i>IMPACT BEING ADDRESSED: Cortese List. The Project Variant would be located on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, could create a significant hazard for the public or the environment. (Impact HAZ-4)</i>				
Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2, above.	See above	See above	See above	See above

Preliminary Arborist Report

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Menlo Park, CA**

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Preliminary Arborist Report

Stanford Research Institute
Menlo Park, CA

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Preliminary Arborist Report

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Menlo Park, CA

Introduction and Overview

Lane Partners is proposing to redevelop the Stanford Research Institute (SRI), and the adjacent property located at 201 Ravenswood in Menlo Park, CA. The site is approximately 64 acres, bound by Middlefield Rd., Ravenswood Blvd. and Laurel Street. HortScience | Bartlett Consulting, Divisions of the F.A. Bartlett Tree Expert Company, was asked to prepare an **Arborist Report** for the project to meet the City of Menlo Park requirements.

This report provides the following information:

1. An assessment of the health and structural condition of the trees within the proposed project area based on a visual inspection from the ground.
2. Calculation of standard tree replacement requirements.
3. Preliminary guidelines for tree preservation during the design, construction and maintenance phases of development.

Tree Assessment Methods

Trees were originally assessed in 2021. The assessment was updated in May 2024. The assessment included all trees located within and adjacent to the project area. The assessment procedure consisted of the following steps:

1. Identifying the tree as to species;
2. Tagging each tree with an identifying number and recording its location on a map; off-site trees were not tagged;
3. Measuring the trunk diameter at a point 54 inches above grade; for off-site trees diameters were estimated. Multi-stem trees were calculated using the calculated trunk area, consistent with the guide to plant appraisal.
4. Evaluating the health and structural condition using a scale of 1 – 5 based on a visual inspection from the ground:
 - 5 - A healthy, vigorous tree, reasonably free of signs and symptom of disease, with good structure and form typical of the species.
 - 4 - Tree with slight decline in vigor, small amount of twig dieback, minor structural defects that could be corrected.
 - 3 - Tree with moderate vigor, moderate twig and small branch dieback, thinning of crown, poor leaf color, moderate structural defects that might be mitigated with regular care.
 - 2 - Tree in decline, epicormic growth, extensive dieback of medium to large branches, significant structural defects that cannot be abated.
 - 1 - Tree in severe decline, dieback of scaffold branches and/or trunk; most of foliage from epicormics; extensive structural defects that cannot be abated.
5. Rating the suitability for preservation as “high”, “moderate” or “low”. Suitability for preservation considers the health, age and structural condition of the tree, and its potential to remain an asset to the site for years to come.

Description of Trees

Thirteen hundred seventy-nine (1,379) trees were included in the two assessments (2021 and 2024), representing 102 species (Table 1, following page). Four new trees were added in 2024 (#1376 – 1379). Five off-site trees were present (#1081, 1082, 1083, 1155 and 1376) as were two street trees along Ravenswood Blvd. (#1249 and 1307).

Tree condition was variable across the Project site. Six hundred eighty (680) trees were in fair condition while 99 trees were poor. Red oak #806 and Victorian box #1330 were dead. Four hundred forty-nine (449) trees were in good condition while 112 were excellent. Descriptions of each tree are found in the **Tree Assessment Form**, and approximate locations are plotted on the **Tree Assessment Plan** (see Exhibits).

Species present were typical of those found in landscapes in the San Francisco Bay Area. Australian frangipani, golden yellow trumpet tree, key lime, and pomelo are rarely planted. Coast live oak, Calif. bay, Fremont cottonwood, blue oak and valley oak were native to the Menlo Park area. It is possible that some trees of these species are indigenous to the site.

Comparison with the 2021 tree assessment.

In 2021, 1,375 trees were assessed. Since 2021, 36 trees, representing 21 species, were removed (Table 2). Among the 36 trees were nine with Heritage status. We have no information as to why these trees were removed.

Seven trees that were too small to be considered *Heritage* in 2021 were large enough in 2024 to meet the criteria for *Heritage* status: coast live oaks #954, 964, 965, 980, 1106, 1128 and 1232. White birch #1367 was measured as 17 inches in 2021 was re-measured at 14 inches in 2024. For this reason, it is now considered a *non- Heritage* tree.

The way *Heritage* trees were calculated changed to reflect calculated trunk area. Thirty-three (33) additional trees qualify as heritage a total of 600 trees qualify as *Heritage*.

Overall, tree condition did not change in any appreciable way between 2021 and 2024. In 2021 there were 114 trees in excellent condition: in 2024, 112. The difference being due to the removal of 2 trees in excellent condition (see Table 2). In 2021 there were 451 trees in good condition. In 2024 there were 449 which includes six removed trees and four new trees. Coast redwood #827, 8 in. diameter, was in good condition in 2021 but poor in 2024.

Both the 2021 and 2024 assessments included 29 trees located on the 201 Ravenswood property.

Notable tree groups

The Project site is an approximately 64-acre site with a mix of old and new buildings and a highly diverse tree resource. Due to the size of the site and number of trees involved, this discussion focuses on notable groups of trees, notable individual specimens, and the top-performing species.

A grove of oak trees was assessed in the northwest corner of the site (Area 1) and included 68 trees (#1-26 and 85-127). The grove was primarily coast live oak but included valley oaks, tree of heaven, Raywood ash and deodar cedar. Most of the trees in the grove were semi-mature, with trunk diameters below 18 inches. However, there were also several mature specimens, including trees #17, 26, 87, 95, 97-99, 102-105, 108, 112, 113, 116, 117, 119-121 and 123-126 (Photos 1 and 2). Several of these trees are described in greater detail in the **Specimen Trees** section.

As is often the case when trees grow in close proximity to one another, competition constrains development of full crown and also may affect tree condition. While individual trees may be in variable condition, taken as a whole, the grove is an impressive group of trees that creates a unique experience and offers a significant visual and ecological resource not often found in a developed setting. The majority of the trees in this grove will be preserved.

Table 1. Species present and tree condition. Stanford Research Institute. Menlo Park CA

Common name	Scientific name	Condition						All	Heritage
		Dead (0)	Poor (1)	Poor (2)	Fair (3)	Good (4)	Excell. (5)		
African fern pine	<i>Afrocarpus falcatus</i>				8	14		22	16
Aleppo pine	<i>Pinus halepensis</i>					1		1	1
American elm	<i>Ulmus americana</i>			1	1			2	2
Australian brush cherry	<i>Syzygium paniculatum</i>				1			1	
Australian frangipani	<i>Hymenosporum flavum</i>		1		3			4	
Blackwood acacia	<i>Acacia melanoxylon</i>		1	1	11			13	8
Blue Atlas cedar	<i>Cedrus atlantica</i> 'Glauc'					1		1	1
Blue oak	<i>Quercus douglasii</i>						2	2	
Bottle tree	<i>Brachychiton populneus</i>			1	1	1		3	2
Bottlebrush	<i>Callistemon citrinus</i>			5	21	6		32	10
Bronze loquat	<i>Eriobotrya deflexa</i>				1			1	
Calif. bay	<i>Umbellularia californica</i>			1	12	1		14	6
Calif. black walnut	<i>Juglans hindsii</i>			1	1			2	2
Calif. incense cedar	<i>Calocedrus decurrens</i>				1			1	
Calif. pepper	<i>Schinus molle</i>				2	2		4	4
Callery pear	<i>Pyrus calleryana</i> cv.			3	15	2		20	
Camphor	<i>Cinnamomum camphora</i>				6	1		7	6
Canary Island palm	<i>Phoenix canariensis</i>						4	4	4
Canary island pine	<i>Pinus canariensis</i>			1	5	10		16	15
Carob	<i>Ceratonia siliqua</i>				3			3	3
Catalpa	<i>Catalpa bignonioides</i>					1		1	
Chinese elm	<i>Ulmus parvifolia</i>				4	10	1	15	7
Chinese pistache	<i>Pistacia chinensis</i>				5	12	15	32	
Citrus	<i>Citrus</i> sp.				1	1		2	
Coast live oak	<i>Quercus agrifolia</i>		1	14	160	95	18	288	223
Coast redwood	<i>Sequoia sempervirens</i>		1	6	73	50	12	142	110
Cork oak	<i>Quercus suber</i>				2			2	
Crab apple	<i>Malus</i> cv.				3	5	2	10	
Crape myrtle	<i>Lagerstroemia indica</i>				4	21	5	30	
Deodar cedar	<i>Cedrus deodara</i>				4	4	3	11	8
Dogwood	<i>Cornus florida</i>					1		1	
Dracaena palm	<i>Cordyline stricta</i>					1		1	1
Elderberry	<i>Sambucus</i> sp.					1		1	
English walnut	<i>Juglans regia</i>				1			1	1
Eucalyptus	<i>Eucalyptus</i> sp.		1			3		4	3

Common name	Scientific name	Condition						All	Heritage
		Dead (0)	Poor (1)	Poor (2)	Fair (3)	Good (4)	Excell. (5)		
Evergreen ash	<i>Fraxinus uhdei</i>				1	1		2	2
Evergreen pear	<i>Pyrus kawakamii</i>			3	10	3		16	
Fig	<i>Ficus carica</i>						1	1	1
Flaxleaf paperbark	<i>Melaleuca linariifolia</i>				2			2	1
Flowering cherry	<i>Prunus serrulata</i>		1		1			2	1
Fremont cottonwood	<i>Populus fremontii</i>					1		1	1
Ginkgo	<i>Ginkgo biloba</i>		1	1	15	11	5	33	5
Glossy privet	<i>Ligustrum lucidum</i>		1	6	23	1		31	6
Golden rain	<i>Koelreuteria paniculata</i>			3	1	1		5	2
Golden yellow trumpet tree	<i>Tabebuia chrysotricha</i>					1		1	
Griselinia	<i>Griselinia littoralis</i>			1				1	
Holly oak	<i>Quercus ilex</i>		1	1		2		4	2
Hollyleaf cherry	<i>Prunus ilicifolia</i>			1				1	
Hollywood juniper	<i>Juniperus chinensis</i> 'Kaizuka'				2		1	3	1
Hopseed bush	<i>Dodonaea viscosa</i>				2			2	
Italian alder	<i>Alnus cordata</i>				1			1	
Italian buckthorn	<i>Rhamnus alaternus</i>			1	2			3	
Italian cypress	<i>Cupressus sempervirens</i>						1	1	1
Japanese maple	<i>Acer palmatum</i>				7	21	3	31	
Karo	<i>Pittosporum crassifolium</i>			1	5	1	2	9	
Key lime	<i>Citrus hystrix</i> x <i>C. medica</i>					1		1	
Lemon-scented gum	<i>Eucalyptus citriodora</i>				1			1	1
London plane	<i>Platanus x hispanica</i>			3	34	32	2	71	10
Loquat	<i>Eriobotrya japonica</i>					1		1	
Manna gum	<i>Eucalyptus viminalis</i>				1	3		4	4
Mayten	<i>Maytenus boaria</i>				2			2	
Mexican fan palm	<i>Washingtonia robusta</i>						4	4	4
Mock orange	<i>Murraya paniculata</i>			1	1			2	
Modesto ash	<i>Fraxinus velutina</i> 'Modesto'			1	5			6	6
Monterey pine	<i>Pinus radiata</i>			2	1	2		5	5
Mulberry	<i>Morus</i> sp.					1		1	
Oleander	<i>Nerium oleander</i>					1		1	
Olive	<i>Olea europaea</i>				7	7		14	10
Pecan	<i>Carya illinoensis</i>					1		1	1
Persimmon	<i>Diospyros kaki</i>					1		1	1

Common name	Scientific name	Condition						All	Heritage
		Dead (0)	Poor (1)	Poor (2)	Fair (3)	Good (4)	Excell. (5)		
Photinia	<i>Photinia fraseri</i>				1			1	
Plum	<i>Prunus domestica</i>				1			1	
Pomelo	<i>Citrus maxima</i>				1		1	2	
Portuguese laurel	<i>Prunus lusitanica</i>			1	1			2	
Purple redbud	<i>Cercis 'Forest Pansy'</i>					1	1	2	
Purpleleaf plum	<i>Prunus cerasifera</i>					3		3	
Raywood ash	<i>Fraxinus angustifolia</i> 'Raywood'		2	2	2	4		10	5
Red ironbark	<i>Eucalyptus sideroxylon</i>				3	1		4	3
Red maple	<i>Acer rubrum</i>				1	7	4	12	
Red oak	<i>Quercus rubra</i>	1			6	9	4	20	2
Redbud	<i>Cercis</i> sp.				4	2		6	
River she-oak	<i>Allocasuarina cunninghamiana</i>					1		1	1
Saucer magnolia	<i>Magnolia x soulangiana</i>			1	7	3		11	
Silk tree	<i>Albizia julibrissin</i>				1	2		3	2
Silver dollar gum	<i>Eucalyptus polyanthemos</i>				2	2		4	4
Smoke tree	<i>Cotinus coggygria</i>					2		2	
Southern magnolia	<i>Magnolia grandiflora</i>			1	14	9		24	6
Strawberry tree	<i>Arbutus unedo</i>				9	2		11	1
Sweetgum	<i>Liquidambar styraciflua</i>				19	5		24	17
Toyon	<i>Heteromeles arbutifolia</i>				1			1	
Tree of heaven	<i>Ailanthus altissima</i>			3	7	3		13	12
Trident maple	<i>Acer buergeranum</i>			1	1	1		3	
Tuliptree	<i>Liriodendron tulipifera</i>				1	2		3	
Valley oak	<i>Quercus lobata</i>			4	15	16	4	39	29
Victorian box	<i>Pittosporum undulatum</i>	1	1	4	59	2		67	
Water gum	<i>Tristanopsis laurina</i>				12	14	4	30	
Western sycamore	<i>Platanus racemosa</i>					1		1	1
White birch	<i>Betula</i> sp.			7	10	10		27	1
Willowleaf peppermint	<i>Eucalyptus nicholii</i>				4	5		9	9
Windmill palm	<i>Trachycarpus fortunei</i>			1		2	13	16	
Xylosma	<i>Xylosma congestum</i>		1	2	23	1		27	8
Yew	<i>Taxus baccata</i> cv.				2	2		4	1
Total		2	13	86	680	449	112	1342	600

**Table 2. Trees removed after the 2021 assessment and before the 2024 assessment.
Stanford Research Institute. Menlo Park CA.**

Tag No.	Common name	Trunk Diameter (in.)	Condition 0=dead 5=excell.	Heritage Tree?
83	Italian buckthorn	9,6,5,5,4	3	No
106	Tree of heaven	11	2	No
128	Deodar cedar	16	4	Yes
143	Tree of heaven	42,29	1	Yes
157	Loquat	9	3	No
173	Valley oak	38	3	Yes
188	Crab apple	3	3	No
207	Red bud	8	2	No
380	Coast redwood	30	2	Yes
414	Deodar cedar	11	4	No
512	Italian stone pine	6	5	No
688	Callery pear	5	3	No
747	Citrus	4,3,2,1	3	No
769	Monterey pine	30	2	Yes
777	Japanese maple	3,2,1,1,1	4	No
805	Red oak	2	2	No
817	Monterey pine	25	2	Yes
821	Red maple	2	3	No
822	Red maple	2	2	No
840	Coast redwood	23	1	Yes
935	White birch	7	2	No
936	White birch	4	2	No
937	White birch	4	3	No
946	Italian alder	8	2	No
947	Italian alder	9	1	No
1026	Italian buckthorn	5	2	No
1030	Coast redwood	16	2	Yes
1098	Coast live oak	8	1	No
1262	Mayten	8	2	No
1297	Chinese elm	12	4	No
1303	Red maple	2	2	No
1309	Red maple	5	5	No
1320	Victorian box	7,5	3	No
1352	Deodar cedar	22	3	Yes
1361	White birch	8	2	No
1372	Bottle brush	10	3	No



Photo 1 (L): Looking south at coast live oak #15. The tree was mature, with a 23" diameter trunk and was in good condition.

Photo 2 (R): Looking south at valley oak #26. This tree was in excellent condition, with a slight lean to the northeast.

A second oak grove was present along Ravenswood Blvd. (Area 4a). Although dominated by coast live oak (108 trees), there was a greater diversity of species as compared to the Area 1 oak grove, including coast redwood (89 trees), xylosma (27 trees), blackwood acacia (12 trees and valley oak (9 trees). Space between trees was closer resulting in greater competition. As a result, smaller-diameter trees tended to lean and bow away from their neighbors. As a result, average tree condition in this grove tended to be lower than in the Area 1 oak grove.

A group of 39 London planes was growing west of building I (Area 2), with #343 - 354, 369, 370, 522 and 523 in the parking lot and #355 - 373 and #516 - 521 planted in three rows in the landscape in front of the building (Photo 3). A second group of 16 London planes was growing in a sunken courtyard on the interior of building I (#479 - 494). These were primarily young to semi-mature trees in fair to good condition. Exceptions included trees #343, 344 and 488, all of which were young (6" to 7" in diameter) and in poor condition. As a group, they created a shady, green landscape feature for the building and courtyard.



Photo 3: Looking north at London planes #360 - 368. The trees were generally semi-mature in development and in fair and good condition.



Photo 4 (above left). Looking west at coast redwood #453, a 50" diameter tree growing at the intersection of Areas 2 and 4a and immediately adjacent to building A. The tree was mature and in good condition, representative of many redwoods in Areas 2 and 4a.

Photo 5 (above right): Looking west at coast redwoods #340 - 342 (L to R) which were semi-mature in development, 21 or 22" in diameter, and growing in a medium-sized planter on the east side of Building A.

Coast redwoods, especially those flanking building A (Area 2) and along Ravenswood Blvd. (Area 4a), created a dramatic visual impression, providing important screening and environmental benefits, and cloaking the site in green.

Of the 142 coast redwoods assessed, 90 were present in Area 4a and 26 in Area 2. The remaining coast redwoods were in small clusters throughout the campus. Coast redwoods were generally semi-mature to mature, with trunk diameters from 2" to 54". Area 4 had 42 mature coast redwoods (trunk diameter above 24") and Area 2 had 14, with the largest coast redwoods located Adjacent to Bldg. A, the Bldg. A parking lot, and along Ravenswood Blvd. (Photos 4 and 5).

Among the 39 valley oaks, 12 trees were present in the Ravenswood oak grove and 11 among the Area 1 oak grove. Trees in the groves tended to be semi-mature (trunk diameters from 6" to 19") and in fair condition. Valley oaks growing outside the groves were generally over-mature, with some of the largest trunk diameters on-site (from 35" to 50"). Condition of the open-grown, over-mature valley oaks was variable. Some trees were in good condition, some were poor, and the majority were fair. Trees tended to have structural defects typical of this species and trees of this age.

Although deodar cedar represented a small number of trees in the SRI population, they had a dramatic visual impact, especially at the entrance to Bldg. A (Area 2). Specifically, deodar cedars #415, 416 and 438 were mature, with trunk diameters between 35" and 38". Deodar cedars #415 and 416 were growing in raised planters flanking the entry to Bldg. A, and #438 was just north of its neighbors. They created a prominent visual feature to the building entry.

A group of 31 Victorian boxes (#531-561) lined the southern boundary of the parking lot opposite Bldg. R (Area 3). The trees were all young to semi-mature and multi-stemmed. While nothing about the group was particularly notable (other than the sheer number), as a group they provided critical screening between the SRI campus and the adjacent residences to the west (Photo 6). Condition was overwhelmingly fair (27 trees), with 2 in poor and #551 in good condition.

Photo 6. Looking west at a row of Victorian box #552 - 561 (L to R) located along the perimeter of the parking lot. They provided critical screening between the SRI campus and the adjacent residences to the west.



Specimen Trees

The following discussion highlights some of the most notable trees on the site, with a focus on the mature, large-diameter native trees in good or excellent condition. These are the exceptional trees that represent the best specimens for preservation. However, there are many trees (native and non-native) on the SRI campus that were in good to excellent condition that are not included below but which would be valuable assets to work to retain.

- Valley oak #26 (Photo 2) was a semi-mature tree growing at the east end of the Area 1 oak grove. It measured 19" in trunk diameter and was in excellent condition.
- Coast live oak #71 was a semi-mature tree growing in an open field in Area 1. It had two trunks, measuring 17" and 6" in diameter and was in excellent condition.
- Coast redwoods #104 and 105, were semi-mature trees growing at the west end of the Area 1 oak grove. Both measured 19" in trunk diameter and were in excellent condition.
- Coast live oak #123 was a semi-mature tree growing at the west end of the Area 1 oak grove. It measured 22" in trunk diameter and was in excellent condition.
- London plane #144 was a mature tree growing between Bldgs. 1 and 2 in Area 1. It measured 24" in trunk diameter and was in excellent condition, despite that asphalt had been placed right up to the base of the tree.
- Japanese maple #147 was semi-mature tree growing adjacent to the cafeteria entrance (Bldg. 302, Area 1). It had several stems measuring from 3" to 5" in diameter and was in excellent condition.
- Coast live oak #151 (Photo 7) was a mature tree growing between Bldgs. 2 and 4 in Area 1. It measured 42" in trunk diameter and was in excellent condition, despite having been pruned on the west side for the overhead utilities.

Photo 7: Looking northeast at coast live oak #151. The tree was mature at 42" in trunk diameter and in excellent condition. The canopy had been pruned on the west side for utilities.



- Coast live oak #154 was a semi-mature tree growing between Bldgs. 201 and 202 in Area 1. It measured 17" in trunk diameter and was in excellent condition.
- Coast live oak #156 was a mature tree growing between Bldgs. 201 and 202 in Area 1. It measured 33" in trunk diameter and was in good condition, although it leaned slightly north and the trunk was in contact with the building.
- Valley oak #164 was a semi-mature tree growing between Bldgs. 201 and 203 in Area 1. It measured 14" in trunk diameter and was in excellent condition.
- Coast redwood #450, was semi-mature tree growing in the row of redwoods adjacent to Bldg. A (Area 2). It measured 14" in trunk diameter and was in excellent condition.
- Japanese maples #741, 742 and 744 were semi-mature trees growing in the courtyards between Bldgs. 301 and 305 (Area 3). All had several stems measuring from 2" to 6" in diameter and they were all in good to excellent condition.
- Coast live oak #746 was a mature tree growing in the Ravenswood oak grove (Area 4a). It measured 23" in trunk diameter and was in excellent condition.
- Coast redwood #1171, was semi-mature tree growing adjacent to Bldg. U (Area 4b). It measured 21" in trunk diameter and was in excellent condition.
- Coast redwood #1252, was a mature tree growing in the Ravenswood oak grove (Area 4a). It was part of the group of mature redwoods at the intersection of Area 2 and 4a (Photo 4) and measured 54" in trunk diameter. It was in good condition.

Species performance

The following is meant to highlight species that have performed well at the SRI campus. Many were represented by young to semi-mature individuals and/or were non-natives. Their performance makes them excellent candidates to consider for retention or relocation, either individually or in groups. Again, this is not meant to be an exhaustive list, but an overview.

- Coast live oak, with 289 trees (21% of the total population) had 114 trees in good and excellent condition. In addition, several of the trees of this species were some of the largest-diameter trees on the site. Two hundred sixteen (223) met the City of Menlo Park definition for a *Heritage* tree.
- Coast redwood, with 142 trees (11% of the total population) had 62 trees in good and excellent condition. As with the coast live oaks, several of the trees of this species were some of the largest-diameter trees on the site and 110 met the City of Menlo Park definition for a *Heritage* tree.
- London plane, with 71 trees had 34 trees in good or excellent condition. Although not a native to the region, the species is durable and very tolerant of construction impacts. Only 10 of the London planes met the City of Menlo Park definition for a *Heritage* tree.
- Valley oak, with 39 trees, had 20 trees in good or excellent condition. In addition, several of the trees of this species were some of the largest-diameter trees on the site and 29 met the City of Menlo Park definition for a *Heritage* tree.
- Chinese pistache, with 32 trees had 27 trees in good or excellent condition. Many of these trees were young, with trunk diameters below 10". None of the Chinese pistache met the City of Menlo Park definition for a *Heritage* tree.
- Japanese maple, with 31 trees had 24 trees in good and excellent condition. Most of the trees were young, with multiple stems. None of the Japanese maples met the City of Menlo Park definition for a *Heritage* tree.
- Crape myrtle, with 30 trees had 26 trees in good and excellent condition. Most were young and none of the crape myrtles met the City of Menlo Park definition for a *Heritage* tree.
- Water gum, with 30 trees had 18 trees in good and excellent condition. Most were young and none of the water gums met the City of Menlo Park definition for a *Heritage* tree.
- Chinese elm, with 15 trees had 11 trees in good and excellent condition. The seven semi-mature to mature Chinese elms met the City of Menlo Park definition for a *Heritage* tree.
- Thirteen (13) of the 16 windmill palms, the four Mexican fan palms and the four Canary Island palms were in good and excellent condition. All Mexican fan palms and all Canary Island date palms met the City of Menlo Park definition for a *Heritage* tree.

Suitability for Preservation

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

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

Evaluation of suitability for preservation considers several factors:

- **Tree health**
Healthy, vigorous trees are better able to tolerate impacts such as root injury, demolition of existing structures, changes in soil grade and moisture, and soil compaction than are non-vigorous trees.
- **Structural integrity**
Trees with significant amounts of wood decay and other structural defects that cannot be corrected are likely to fail. Such trees should not be preserved in areas where damage to people or property is likely. Coast live oak #28, blackwood acacia #1022 and Calif. bay #1077 are examples of such trees.
- **Species response**
There is a wide variation in the response of individual species to construction impacts and changes in the environment. For instance, coast live oak, coast redwood and London plane are tolerant of root pruning, while valley oak, deodar cedar, Modesto ash and ginkgo are more moderate in response.
- **Tree age and longevity**
Old trees, while having significant emotional and aesthetic appeal, have limited physiological capacity to adjust to an altered environment. Young trees are better able to generate new tissue and respond to change.
- **Species invasiveness**
Species that spread across a site and displace desired vegetation are not always appropriate for retention. This is particularly true when indigenous species are displaced. The California Invasive Plant Inventory Database <http://www.cal-ipc.org/plants/inventory/> lists species identified as being invasive. Menlo Park is part of the Central West Floristic Province. Tree of heaven, blackwood acacia, olive, and purpleleaf plum are all listed as invasive.

Each tree was rated for suitability for preservation based upon its age, health, structural condition and ability to safely coexist within a development environment (see **Tree Assessment** in Exhibits, and Table 3). We consider trees with high suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with low suitability for preservation in areas where people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Table 3. Tree suitability for preservation. Stanford Research Institute. Menlo Park CA.

High	These are trees with good health and structural stability that have the potential for longevity at the site. Two hundred and fifty-one (251) trees had high suitability for preservation including 34 coast live oak, 30 coast redwood, 23 Chinese pistache and 21 crape myrtle.
Moderate	Trees in this category have fair health and/or structural defects that may be abated with treatment. These trees require more intense management and monitoring, and may have shorter life-spans than those in the “high” category. Seven hundred and sixty-eight (768) trees had moderate suitability for preservation including 191 coast live oak, 78 coast redwood, 46 London plane, 41 Victorian box, 24 valley oak, 23 southern magnolia, 22 bottlebrush, 21 ginkgo, 19 African fern pine, and 19 Japanese maple.
Low	Trees in this category are in poor health or have significant defects in structure that cannot be abated with treatment. These trees can be expected to decline regardless of management. The species or individual tree may possess either characteristics that are undesirable in landscape settings or be unsuited for use areas. Three hundred and twenty-one (321) trees had low suitability for preservation including 63 coast live oak, 34 coast redwood, 26 glossy privet, 25 Victorian box, and 12 London plane.

Heritage Trees in Menlo Park and City Requirements

The City of Menlo Park Municipal Code Chapter 13.24.020, *Heritage Trees*, defines a heritage tree as any tree with a diameter of 15 inches (176 inches square) or greater, or any *Quercus* which is native to California with a diameter of 10 inches (78.5 inches square) or greater. To calculate heritage tree status, the calculated trunk area was used. This method is consistent with the guide to plant appraisal. To be considered heritage the tree needed to have a calculated trunk area of 176 inches square for all trees and for native oaks 78.5 inches squared. Six hundred (600) trees met this qualification for *Heritage* status. *Heritage* status of individual trees is provided in the ***Tree Assessment Form*** (see Exhibits).

The remainder of the report focuses on *Heritage* trees.

Estimate of Value

The City of Menlo Park requires that the estimated value of all trees be established. To estimate the value of the trees, I used the cost approach, reproduction method, and trunk formula technique, as described in the ***Guide for Plant Appraisal***, 10th edition (International Society of Arboriculture, Champaign IL, 2018). In addition, I referred to ***Species Classification and Group Assignment*** (2004), a publication of the Western Chapter of the International Society of Arboriculture.

When estimating reproduction cost, the trunk formula technique considers four factors: size, condition, functional limitations, and external limitations. Size is measured as trunk diameter, normally 54" above grade. Condition reflects the health and structural integrity of the tree. Functional limitations reflect constraints to tree development based on the site and species. For this site, I did not factor in any external limitations.

The estimated reproduction cost for the 326 *Heritage* trees planned for preservation is \$3,620,650. The reproduction cost for the 202 *Heritage* trees with design conflict listed as the

reason for removal is \$2,053,100. In the cases where the reason for removal was listed as tree health rating or species desirability, an in-lieu based on a replacement matrix which coordinated with the trunk area was used. The total cost for trees in poor health is \$17,100 and for undesirable species replacement cost is \$15,200. See the **Exhibits** for the estimated reproduction cost of individual trees.

Preliminary Evaluation of Impacts and Recommendations

Appropriate tree retention develops a practical match between the location and intensity of construction activities with the quality and health of trees. The **Tree Assessment** was the reference point for tree condition and quality. Impacts from construction were evaluated using the Conditional Development Plans prepared by OJB (Jan. 2025). Plans highlighted trees to be removed and preserved. Plans are in the high-level conceptual stage. Grading, utility, and other plans that will impact the disposition of trees have yet to be prepared. As such, recommendations for action are preliminary.

Based on my review of the plans, I estimate that 326 *Heritage* trees are likely to be preserved. Two hundred sixty-four (264) heritage trees are planned for removal (see **Exhibits**). Twenty-five (25) were in poor health, and 37 were an undesirable species, and 202 presented a conflict with the proposed design.

Ten (10) trees are noted as “Preserve?” including coast live oaks #69, 140, 222, 755, 1216, and 1319; valley oak #279; deodar cedar #415; bottle tree #526; and coast redwood #1211). These trees are likely to be preserved, however, the design would need to be modified in some way to accommodate their preservation. These design modifications are in process and dynamic, however are associated with a later phase in the design process.

As an example, coast live oak #755 is located near Laurel Street in a parking lot median, a modification would be needed to preserve the tree (Figure 1). Preservation is likely. I recommend modifying the design to incorporate preservation of these trees wherever possible.

Suitability for Transplanting

Recommendations for tree relocation are based on age, size, condition, location, and anticipated species response. Few trees on-site meet all of these criteria. The best candidates for successful transplanting are younger trees (10 inches or under in diameter) in good condition, high suitability for preservation, and with a high tolerance of root loss. However, the City requested that the design team look into relocation of larger (20 inch diameter or greater) specimen oaks.

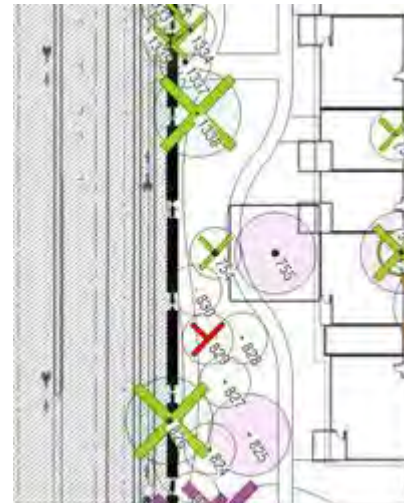


Figure 1. Tree #755 in purple is shown for preservation but the design will need to be modified to preserve the tree.

Thirteen trees met the criterion; valley oak #1155; coast live oaks #71, 746, 808, 945, and 1377; and coast redwood #513, 893, 1171, 1177, 1288, 1292. These trees ranged in size from 16 to 36 inches in diameter. Root loss and transplant shock may be outside an individual tree's tolerance threshold. Transplanting established trees is most successful when the entire root ball is accessible, trees are moved to a permanent location, and maintenance is plentiful. Success declines when trees must be stored above-ground in boxes, especially with established trees.

Coast live oak and coast redwood have a high tolerance of root loss and a relatively higher rate of relocation success. Valley oak has a moderate tolerance to root loss and can be expected to have a more varied response to relocation.

Costs of Transplanting

Tree transplanting costs are highly variable, dependent upon size of tree, tree location, access, and equipment needed to excavate a sufficient size root ball to reduce transplant shock and assist with re-establishment. If the tree can be immediately re-planted in another location, costs are lower than if the tree is to be boxed and moved to an alternate site while construction is completed. Irrigation and maintenance costs mount up, depending on the length of storage time. The cost per tree can range from tens of thousands of dollars into the hundreds of thousands. Most often, the cost of transplanting an existing tree far exceeds that of planting a newer, younger tree and a successful outcome is very difficult to guarantee.

Preliminary Tree Preservation Guidelines

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

Design recommendations

1. Focus on trees with high or moderate suitability for preservation as candidates to retain.
2. All plans affecting trees shall be reviewed by the Consulting Arborist with regard to tree impacts. These include, but are not limited to, demolition plans, grading and utility plans, landscape and irrigation plans.
3. For trees identified for preservation, designate a **TREE PROTECTION ZONE** in which no construction, grading and underground services including utilities, sub-drains, water or sewer will be located. For design purposes, the **TREE PROTECTION ZONE** should be either the dripline or edge of proposed construction, whichever is larger.
4. Consider the vertical clearance requirements near trees during design. Avoid designs that would require pruning more than 20% of a tree's canopy.
5. Irrigation systems must be designed so that no trenching severs roots larger than 2" in diameter will occur within the **TREE PROTECTION ZONE**.
6. **Tree Preservation Guidelines** prepared by the Consulting Arborist, which include specifications for tree protection during demolition and construction, should be included on all plans.
7. Any herbicides placed under paving materials must be safe for use around trees and labeled for that use.
8. Do not lime the subsoil within 50' of any tree. Lime is toxic to tree roots.
9. As trees withdraw water from the soil, expansive soils may shrink within the root area. Therefore, foundations, footings and pavements on expansive soils near trees should be designed to withstand differential displacement.
10. Ensure adequate but not excessive water is supplied to trees; in most cases occasional irrigation will be required. Avoid directing runoff toward trees.

Pre-demolition and pre-construction treatments and recommendations

1. The demolition contractor shall meet with the Consulting Arborist before beginning work to discuss work procedures and tree protection.
2. Where possible, cap and abandon all existing underground utilities within the **TREE PROTECTION ZONE** in place. Removal of utility boxes by hand is acceptable but no

- trenching should be performed within the **TREE PROTECTION ZONE** in an effort to remove utilities, irrigation lines, etc.
3. Fence all trees to be retained to completely enclose the **Tree Protection Zone** prior to demolition, grubbing or grading. Fences shall be 6 ft. chain link or equivalent as approved by the Consulting Arborist. Fences are to remain until all grading and construction is completed.
 4. Prune trees to be preserved to clean the crown of dead branches 2" and larger in diameter and raise canopies as needed for construction activities. All pruning shall be done by a State of California Licensed Tree Contractor (C61/D49). All pruning shall be done by Certified Arborist or Certified Tree Worker in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002) and adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300).
 5. All tree work shall comply with the Migratory Bird Treaty Act as well as California Fish and Wildlife code 3503-3513 to not disturb nesting birds. Tree pruning and removal should be scheduled outside of the breeding season to avoid scheduling delays. Breeding bird surveys should be conducted prior to tree work. Qualified biologists should be involved in establishing work buffers for active nests.
 6. Apply and maintain 4-6" of wood chip mulch within the **TREE PROTECTION ZONE**.

Recommendations for tree protection during construction

1. Prior to beginning work, the contractors working in the vicinity of trees to be preserved are required to meet with the Consulting Arborist at the site to review all work procedures, access routes, storage areas and tree protection measures.
2. All contractors shall conduct operations in a manner that will prevent damage to trees to be preserved.
3. Any grading, construction, demolition or other work that is expected to encounter tree roots should be monitored by the Consulting Arborist.
4. Any root pruning required for construction purposes shall receive the prior approval of and be supervised by the Consulting Arborist. Roots should be cut with a saw to provide a flat and smooth cut. Removal of roots larger than 2" in diameter should be avoided.
5. If roots 2" and greater in diameter are encountered during site work and must be cut to complete the construction, the Consulting Arborist must be consulted to evaluate effects on the health and stability of the tree and recommend treatment.
6. Tree protection fences are to remain until all site work has been completed. Fences may not be relocated or removed without permission of the Consulting Arborist.
7. Construction trailers, traffic and storage areas must remain outside fenced areas at all times.
8. Prior to grading, pad preparation, excavation for foundations/footings/walls, trenching, trees may require root pruning outside the **TREE PROTECTION ZONE** by cutting all roots cleanly to the depth of the excavation. Roots shall be cut by manually digging a trench and cutting exposed roots with a saw, with a vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment. The Consulting Arborist will identify where root pruning is required and monitor all root pruning activities.

9. If injury should occur to any tree during construction, it should be evaluated as soon as possible by the Consulting Arborist so that appropriate treatments can be applied.
10. No excess soil, chemicals, debris, equipment or other materials shall be dumped or stored within the **Tree Protection Zone**.
11. Any additional tree pruning needed for clearance during construction must be performed by a Certified Arborist and not by construction personnel.
12. All trees shall be irrigated on a schedule to be determined by the Consulting Arborist (every 3 to 6 weeks April through October is typical). Each irrigation shall wet the soil within the **TREE PROTECTION ZONE** to a depth of 24".

Maintenance of impacted trees

Preserved trees will experience a physical environment different from that pre-development. As a result, tree health and structural stability should be monitored. Occasional pruning, fertilization, mulch, pest management, replanting and irrigation may be required. In addition, provisions for monitoring both tree health and structural stability following construction must be made a priority. Inspect trees annually and following major storms to identify conditions requiring treatment to manage risk associated with tree failure.

Our procedures included assessing trees for observable defects in structure. This is not to say that trees without significant defects will not fail. Failure of apparently defect-free trees does occur, especially during storm events. Wind forces, for example, can exceed the strength of defect-free wood causing branches and trunks to break. Wind forces coupled with rain can saturate soils, reducing their ability to hold roots, and blow over defect-free trees. Although we cannot predict all failures, identifying those trees with observable defects is a critical component of enhancing public safety.

Furthermore, trees change over time. Our inspections represent the condition of the tree at the time of inspection. As trees age, the likelihood of failure of branches or entire trees increases. Annual tree inspections are recommended to identify changes to tree health and structure. In addition, trees should be inspected after storms of unusual severity to evaluate damage and structural changes. Initiating these inspections is the responsibility of the client and/or tree owner.

HortScience | Bartlett Consulting



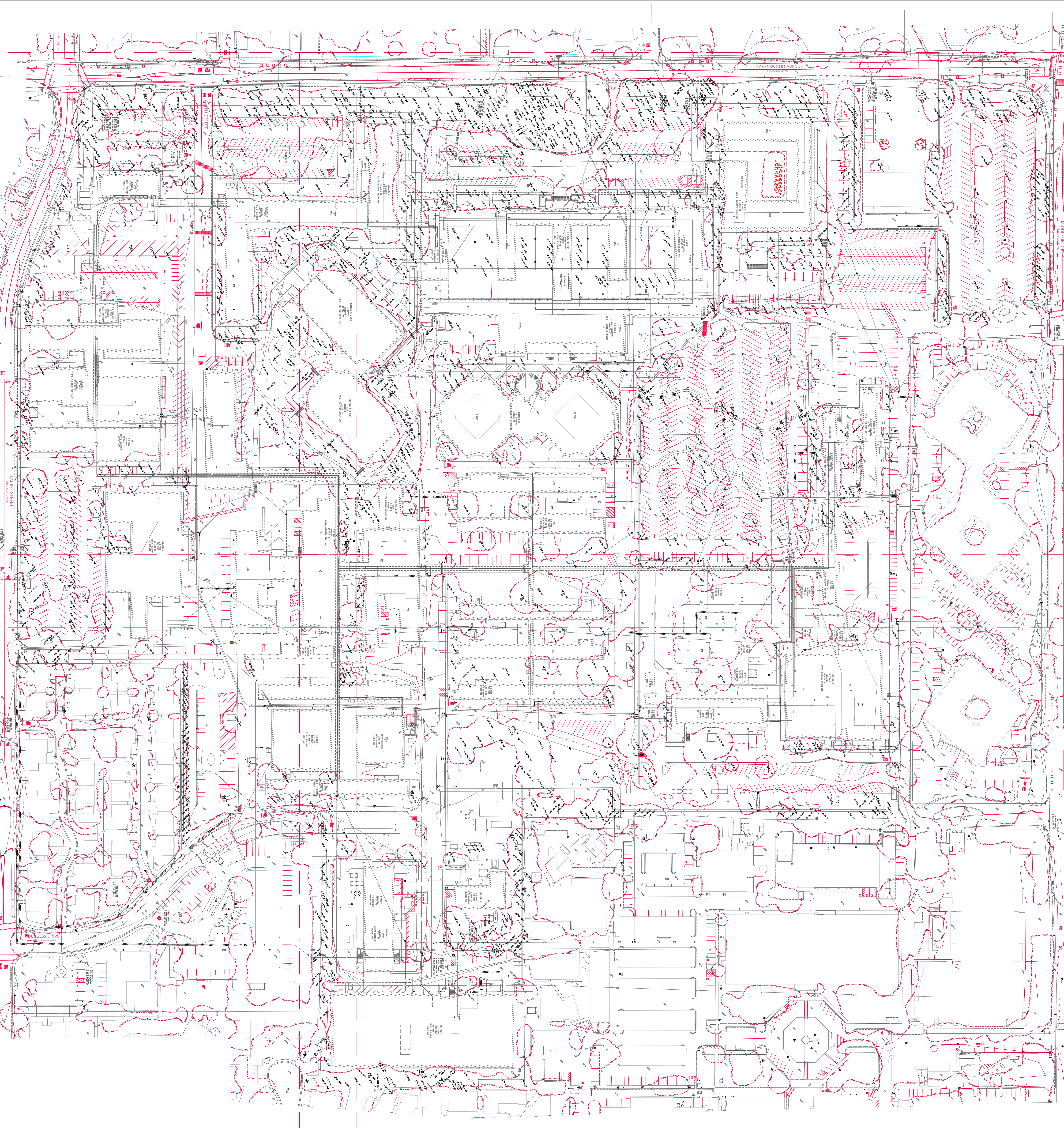
Darya Barar, Managing Consulting Urban Forester & Arborist
Registered Consulting Arborist #693
ISA Certified Arborist No. WE-6757A
ISA Tree Risk Assessment Qualified
Qualified Tree and Plant Appraiser



Exhibits

Tree Assessment Form

Tree Disposition separated as requested by City

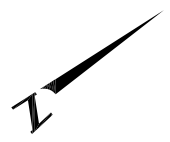


Tree Assessment Plan

Stanford Research Institute
333 Ravenswood
Menlo Park, CA

Prepared for:
Lane Partners
Menlo Park, CA

August 2021



No Scale

Notes:
Survey data provided by:
Kier & Wright
Pleasanton, CA

Numbered tree locations with no survey point were
approximately located in the field. (noted in red)

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024



TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1	Coast live oak	18	3	Yes	Moderate	Codominant trunks at 8'; crown one-sided & bowed W.
2	Chinese elm	13,12,9	3	Yes	Moderate	Multiple attachments at 1'; anthracnose wounds on trunks.
3	Coast live oak	21	3	Yes	Moderate	Codominant trunks at 7'; crown one-sided & leans S.
4	Coast live oak	17	3	Yes	Moderate	Codominant trunks at 7'; included bark; crown one-sided & leans S.
5	Coast live oak	12,10	3	Yes	Moderate	Codominant trunks at 1'; upright form.
6	Coast live oak	12	3	Yes	Moderate	Codominant trunks at 8'; upright, narrow form.
7	Coast live oak	10	3	Yes	Low	Crowded; small crown bowed W.
8	Coast live oak	12	3	Yes	Low	Crowded; small crown bowed W.
9	Coast live oak	14	3	Yes	Low	Crowded; small crown bowed N.
10	Coast live oak	19	4	Yes	Moderate	Multiple attachments at 8'; upright, narrow form.
11	Coast live oak	18	3	Yes	Moderate	Codominant trunks at 6'; crowded & one-sided S.
12	Coast live oak	17,13	3	Yes	Moderate	Codominant trunks at 2'; good form; one-sided S.
13	Coast live oak	14	3	Yes	Low	Multiple attachments at 10'; embedded chain link fence.
14	Tree of heaven	23	4	Yes	Low	Multiple attachments at 7'; good form; invasive.
15	Coast live oak	23	4	Yes	High	Multiple attachments at 7'; good form; invasive.
16	Tree of heaven	15	3	Yes	Low	High crown; growing against fence; invasive.
17	Coast live oak	28,26,25,18	4	Yes	Moderate	Multiple attachments at 4'; good form; embedded fence.
18	Coast live oak	12,6,5	3	Yes	Low	Multiple attachments at base; poor form; growing against fence.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024



TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
19	Valley oak	17	3	Yes	Moderate	Multiple attachments at 10'; crowded & one-sided NW.
20	Coast live oak	16,10,7,6	4	Yes	Moderate	Multiple attachments at 3'; leans N.; embedded fence.
21	Valley oak	19	4	Yes	High	Multiple attachments at 10'; good form & structure.
22	Coast live oak	10	3	Yes	Moderate	Crowded; one-sided NW.
23	Tree of heaven	28	2	Yes	Low	S. stem removed; growing against fence; invasive.
24	Valley oak	14	4	Yes	High	Multiple attachments at 10'; slight lean NW.; good form & structure.
25	Valley oak	15	4	Yes	Moderate	Codominant trunks at 10'; slight lean NW.; good form & structure; twig dieback.
26	Valley oak	19	5	Yes	High	Codominant trunks at 10'; slight lean NW.; good form.
27	Coast live oak	35	3	Yes	Moderate	Multiple attachments at 20; good form; in slow decline; n small parking lot island.
28	Coast live oak	30	2	Yes	Low	Codominant trunks at 8'; trunk wounds & decay; cobra cable; in medium island.
29	Coast live oak	13	4	Yes	Moderate	Good young tree; in small parking lot island.
30	Coast live oak	13	4	Yes	Moderate	Multiple attachments at 7'; good form & structure; in medium parking lot island.
31	Callery pear	13	3	No	Low	Multiple attachments at 7'; sparse crown; in medium parking lot island.
32	Strawberry tree	4,4,4,3	3	No	Low	Large shrub; one-sided SW.; crack at base.
33	Strawberry tree	4,4,4,3	3	No	Low	Multiple attachments at base; large shrub.
34	Strawberry tree	5,5,4,3	3	No	Moderate	Multiple attachments at base; large shrub.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024



TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
35	Strawberry tree	10	3	No	Moderate	Multiple attachments at base; large shrub.
36	Strawberry tree	5,5,4,4	3	No	Moderate	Multiple attachments at base; large shrub.
37	Strawberry tree	5,5,4,4	3	No	Low	Multiple attachments at base; sparse crown; large shrub.
38	Ginkgo	12	5	No	High	Good form & structure; in small planting area.
39	Valley oak	7	5	No	High	Good form & structure; in large planting area.
40	Valley oak	35	2	Yes	Low	Small crown; leans S.; declining; in medium island.
41	Fig	12,11,11,9,8	5	Yes	High	Multiple attachments at base; good form & structure.
42	Coast live oak	31	2	Yes	Low	Multiple attachments at 10'; good form; extensive dieback.
43	Coast live oak	31	3	Yes	Moderate	Multiple attachments at 10'; large cavities at base & 10".
44	Coast live oak	32	3	Yes	Moderate	Codominant trunks at 10'; large cavity on back side of S. stem.
45	Olive	5,5,5,4,4	3	No	Low	Multiple attachments at base; sunscald & moderate dieback.
46	Olive	12,7,4,2	4	No	High	Multiple attachments at base; one stem leans W. to horizontal.
47	Olive	4,4	3	No	Low	Codominant trunks at base; moderate dieback.
48	Purple redbud	6	5	No	High	Good form & structure; slight lean NE.
49	Purple redbud	5	4	No	Moderate	Good form & structure; sparse crown.
50	Oleander	7,6,6	4	No	High	Multiple attachments at base; good form.
51	Crape myrtle	8	4	No	High	Multiple attachments at 6'; good, upright form; in small cut out.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024



TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
52	Crape myrtle	8	4	No	High	Multiple attachments at 6'; good, upright form; in small cut out.
53	Crape myrtle	6	4	No	High	Multiple attachments at 6'; good, upright form; in small cut out.
54	Crape myrtle	8	4	No	High	Multiple attachments at 6'; good, upright form; in small cut out; displaced concrete 2".
55	Coast live oak	32	4	Yes	Moderate	Multiple attachments at 7'; close to building & one-sided SW.
56	African fern pine	23	4	Yes	Moderate	Multiple attachments at 5'; narrow attachments; slightly sparse on S side.
57	African fern pine	19	4	Yes	Moderate	Multiple attachments at 5'; narrow attachments; in medium planter.
58	African fern pine	33	4	Yes	Moderate	Multiple attachments at 5'; good form; displaced curb & sidewalk ; in medium planter.
59	African fern pine	20	4	Yes	Moderate	Multiple attachments at 8'; NW sided S.; in medium planter.
60	Glossy privet	15	1	Yes	Low	All but dead.
61	Catalpa	13	4	No	Moderate	Codominant trunks at 7'; leans SE.; twig dieback.
62	Glossy privet	15	3	Yes	Low	Multiple attachments at 8'; sparse in upper crown.
63	Glossy privet	11	2	No	Low	Small, sparse crown.
64	Glossy privet	9	3	No	Low	Small crown; twig dieback.
65	Coast live oak	39	4	Yes	Moderate	Multiple attachments at 15'; good form; broken cable; in small parking lot island; displaced curb & asphalt 10".
66	Elderberry	6,5,3,2	4	No	Moderate	Multiple attachments at base; growing against building.

Tree Assessment

Stanford Research Institute
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Original June 2021; updated May 2024



TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
67	Coast live oak	24	3	Yes	Moderate	Multiple attachments at 5'; one-sided NW.; close to structure.
68	Coast live oak	47	4	Yes	Moderate	Multiple attachments at 10'; spreading form; close to structure.
69	Coast live oak	61	4	Yes	Moderate	Multiple attachments at 10'; spreading form; no basal flare; growing against building.
70	Valley oak	30	3	Yes	Moderate	One stem removed; large cavity; small crown leans S.
71	Coast live oak	17,6	5	Yes	High	Multiple attachments at 6'; slight lean N.; beneath overhead utilities.
72	Coast live oak	8,8	4	Yes	High	Codominant trunks at base; narrow attachment; one-sided S.
73	Modesto ash	20	3	Yes	Moderate	Multiple attachments at 6'; good form; dieback; beneath overhead utilities.
74	Silver dollar gum	50	4	Yes	High	Codominant trunks at 15'; leans SW.; good form.
75	Aleppo pine	35	4	Yes	High	Codominant trunks at 10' & 15'; weak attachment @ 15' but cabled above; good form; in medium planter.
76	Coast live oak	44	4	Yes	High	Multiple attachments at 8'; good form; long lateral; in medium planter.
77	Coast live oak	30	3	Yes	Moderate	Fair form & structure; trunk wounds w/ decay; in medium planter.
78	Coast live oak	24	4	Yes	Moderate	Codominant trunks at 7'; wide attachment; one-sided W.; in medium planter.
79	Coast live oak	30	3	Yes	Low	Multiple attachments at 10'; strong lean W.; basal cavity S.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024



TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
80	Modesto ash	30	3	Yes	Moderate	Multiple attachments at 8'; good form; dieback.
81	Chinese pistache	11	4	No	High	Multiple attachments at 8'; good form; close to building & one-sided W.
82	Modesto ash	17	3	Yes	Low	Multiple attachments at 7'; close to building & one-sided W.; dieback.
83	Removed	--	--	Yes	--	--
84	Deodar cedar	7	5	No	High	Good young tree; branches to ground; in medium island.
85	Coast live oak	16	5	Yes	High	Good young tree; in large planter.
86	Valley oak	18	4	Yes	Moderate	Fair form & structure; fill at base; ; in large planter.
87	Coast live oak	32	4	Yes	Moderate	Upright, compact form; trunk cavity at 8'; in medium planter.
88	Raywood ash	9	1	No	Low	Largely dead.
89	Raywood ash	18	3	Yes	Moderate	Multiple attachments at 10'; asymmetric form; dieback; in large planter.
90	Tree of heaven	22	2	Yes	Low	Codominant trunks at 6'; included bark; growing against fence; invasive.
91	Coast live oak	13	4	Yes	Moderate	Codominant trunks at 8'; good form; growing against fence.
92	Coast redwood	15	3	Yes	Moderate	Crowded; fair form & structure.
93	Coast redwood	32	4	Yes	Moderate	Multiple attachments at 6'; narrow attachments; fair structure.
94	Coast live oak	16	3	Yes	Low	Crowded; strong lean E..
95	Coast live oak	23	3	Yes	Low	Crowded; strong lean S.; growing into fence.
96	Coast live oak	9	2	No	Low	Suppressed; strong lean N.

Tree Assessment

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Lane Partners
Menlo Park CA
Original June 2021; updated May 2024



TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
97	Coast live oak	28	3	Yes	Moderate	Codominant trunks at 10'; one-sided & leans S.; growing into fence.
98	Coast live oak	28	4	Yes	Moderate	Codominant trunks at 6'; one-sided & leans N.
99	Coast live oak	22,18	3	Yes	Moderate	Codominant trunks at base; crowded & one-sided & leans S.; trunk wound on W. stem.
100	Valley oak	6	3	No	Moderate	crowded & one-sided N.; crook at 10'.
101	Valley oak	6	3	No	Moderate	crowded & one-sided N.
102	Coast live oak	20,12,10	4	Yes	Moderate	Multiple attachments at 3'; upright, narrow form; trunk wounds/rodent damage.
103	Coast live oak	22,15	4	Yes	Moderate	Multiple attachments at 3'; one-sided W.; trunk wounds/rodent damage.
104	Coast redwood	19	5	Yes	High	Good form & structure.
105	Coast redwood	19	5	Yes	High	Good form & structure.
106	Removed	--	--	Yes	--	--
107	Coast live oak	13	5	Yes	High	Good young tree; close to fence.
108	Coast redwood	24	4	Yes	Moderate	Slight sweep in trunk; lost branches in upper
109	Coast live oak	7	5	No	High	Good young tree.
110	Raywood ash	17	1	Yes	Low	Largely dead.
111	Coast live oak	11	4	Yes	High	Good young tree; crowded & Slightly one-sided E.
112	Coast live oak	23,15	4	Yes	Moderate	Codominant trunks at 3'; larger stem dominant; smaller stem cabled.
113	Coast live oak	23	4	Yes	Moderate	Multiple attachments at 6'; smaller stems form low laterals S.
114	Coast live oak	5	4	No	Moderate	Good young tree; crowded & crown bowed W.

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115	Coast live oak	4	3	No	Moderate	Suppressed; crown bowed W.
116	Coast live oak	19,13	4	Yes	High	Codominant trunks at 2'; larger stem dominant; slightly sparse in upper crown.
117	Coast live oak	28	4	Yes	Moderate	Multiple attachments at 15'; very one-sided W..
118	Coast live oak	16	4	Yes	High	Good young tree; crowded & Slightly one-sided W.
119	Coast live oak	27	4	Yes	Moderate	Codominant trunks at 7'; good form & structure; in medium island.
120	Coast live oak	24	4	Yes	Moderate	Multiple attachments at 10'; good form & structure; one-sided E.
121	Coast live oak	22	3	Yes	Moderate	Multiple attachments at 5'; crowded & very one-sided W.
122	Coast live oak	6	4	No	Moderate	Good young tree; crowded; basal bleeding.
123	Coast live oak	22	5	Yes	High	Multiple attachments at 10'; good form & structure.
124	Coast live oak	24	4	Yes	Moderate	Codominant trunks at 8'; good form & structure; Slightly one-sided N.
125	Coast live oak	26	3	Yes	Moderate	Multiple attachments at 8'; good form & structure; sparse in upper crown.
126	Raywood ash	26	2	Yes	Low	Multiple attachments at 8'; most central leaders dead.
127	Coast live oak	31	4	Yes	Moderate	Multiple attachments at 6'; good form & structure; one-sided W.; pruned for overhead utilities.
128	Removed	--	--	Yes	--	--
129	Canary Island palm	32	5	Yes	High	Close to building; sweeps E. from base; 15' of brown trunk.
130	Crape myrtle	6	5	No	High	Multiple attachments at 6'; good, upright form.

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131	Crape myrtle	6	4	No	High	Multiple attachments at 6'; good form; slightly sparse.
132	Crape myrtle	5	4	No	High	Multiple attachments at 6'; good form; slightly sparse.
133	Crape myrtle	5	4	No	High	Multiple attachments at 5'; good form; slightly sparse.
134	Crape myrtle	4	3	No	Moderate	Multiple attachments at 5'; good form; dry.
135	Crape myrtle	4	3	No	Moderate	Multiple attachments at 5'; good form; dry.
136	Crape myrtle	4	3	No	Moderate	Multiple attachments at 5'; good form; dry.
137	Crape myrtle	4	4	No	High	Multiple attachments at 5'; good form; slightly sparse.
138	Crape myrtle	6	5	No	High	Multiple attachments at 5'; good form; slightly sparse.
139	Crape myrtle	8	5	No	High	Multiple attachments at 5'; good form; slightly sparse.
140	Coast live oak	47	3	Yes	Moderate	Codominant trunks at 7'; smaller stem forms lateral W.; moderate dieback & epicormics; Ganoderma at base N.; topped for overhead utilities.
141	Valley oak	48	3	Yes	Moderate	Multiple attachments at 10'; dead stub in attachment; topped for overhead utilities.
142	Modesto ash	18	3	Yes	Moderate	Multiple attachments at 6'; moderate dieback.
143	Removed	--	--	Yes	--	--
144	London plane	24	5	Yes	High	Codominant trunks at 8'; good form & structure; asphalt to base.
145	Portuguese laurel	9	3	No	Low	Leans S.; basal wounds; dieback.

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146	Portuguese laurel	6,4	2	No	Low	Leans S.; trunk wounds; extensive dieback.
147	Japanese maple	5,5,5,5,4,4,3,3	5	No	High	Multiple attachments at 1'; narrow attachments; good form.
148	Dracaena palm	10,8,7,7	4	Yes	Moderate	Multiple attachments at base; some stems lean.
149	Ginkgo	14	4	No	High	Good form & structure; slightly one-sided NE.
150	Ginkgo	13	4	No	High	Good form & structure; slightly one-sided NW.
151	Coast live oak	42	5	Yes	High	Multiple attachments at 8'; excellent form & structure; pruned W. for overhead utilities.
152	Tree of heaven	46	4	Yes	Low	Codominant trunks at 6' & 8'; good form; invasive.
153	Coast live oak	26	4	Yes	High	Multiple attachments at 8'; good form, fair structure.
154	Coast live oak	17	5	Yes	High	Multiple attachments at 8'; good form & structure.
155	Coast live oak	13	5	Yes	High	Multiple attachments at 8'; good form & structure.
156	Coast live oak	33	5	Yes	High	Multiple attachments at 10'; good form & structure; slight lean N.; growing against building.
157	Removed	--	--	Yes	--	--
158	Coast live oak	43	4	Yes	Moderate	Codominant trunks at 10'; spreading form w/ long lateral S.; cavities w/ decay.
159	Modesto ash	15	2	Yes	Low	Codominant trunks at 12'; mostly dead.
160	Valley oak	46	4	Yes	Moderate	Multiple attachments at 10'; good form; old cavities w/ decay; cables in crown; wounds & bird holes on under side of S. stem; growing at edge of road.
161	Hopseed bush	3,3,3,2	3	No	Moderate	Multiple attachments at 2'; large shrub; close to building.

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162	Hopseed bush	5	3	No	Moderate	Multiple attachments at 5'; large shrub; close to building.
163	Coast live oak	19	2	Yes	Low	Poor form & structure; bleeding & cavity W.; dieback.
164	Valley oak	14	5	Yes	High	Multiple attachments at 10'; good young tree.
165	Hollywood juniper	22	3	Yes	Moderate	Leans N.; close to building.
166	Valley oak	38	2	Yes	Low	History of branch failures; trunk wounds w/ decay.
167	Griselinia	12	2	No	Low	Close to building; leans S.; dieback.
168	Coast live oak	26,19	3	Yes	Low	Codominant trunks at 4'; narrow attachment; cavity w/ decay ; deck built around base.
169	Coast live oak	32	4	Yes	Moderate	Base growing against building; corrected lean NW.; good form.
170	Bottlebrush	4,3,2	3	No	Moderate	Multiple attachments at 1'; one-sided NE.; large shrub; close to building.
171	Australian brush cherry	9	3	No	Low	Topped at 6'; one-sided & leans E.; close to building.
172	Calif. bay	9,8,4,3	3	No	Moderate	Multiple attachments at base'; one-sided & leans E.; close to building.
173	Removed	--	--	--	--	--
174	Valley oak	40	3	Yes	Moderate	Codominant trunks at 10'; cavities along S. stem; pruned for overhead utilities N.; in medium cut out.
175	African fern pine	13	3	No	Moderate	Good form; sparse crown; in medium island.
176	Glossy privet	10	3	No	Low	Multiple attachments at 7'; good form; sparse crown; in medium island.

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177	Glossy privet	8	2	No	Low	Multiple attachments at 7'; small, sparse crown; in medium island.
178	Glossy privet	13	3	No	Low	Multiple attachments at 7'; good form; sparse crown; in medium island.
179	Glossy privet	15	3	Yes	Moderate	Multiple attachments at 7'; good form; twig dieback; in medium island.
180	Glossy privet	12	3	No	Low	Multiple attachments at 7'; good form; sparse crown; in medium island.
181	Glossy privet	9	2	No	Low	Multiple attachments at 7'; small, sparse crown; in medium island.
182	Tree of heaven	19,12,12	4	Yes	Low	Multiple attachments at 6'; good form; invasive.
183	African fern pine	25	4	Yes	Moderate	Multiple attachments at 6'; good form, fair structure; in medium island.
184	Modesto ash	21	3	Yes	Moderate	Multiple attachments at 10'; good form; dieback; in medium island.
185	African fern pine	20	4	Yes	Moderate	Multiple attachments at 8'; good form; sparse in upper crown; in medium island.
186	Crab apple	4	3	No	Moderate	Slight lean SW.; small crown; in medium island.
187	Crab apple	3	3	No	Moderate	Leans SW.; dieback; in medium island.
188	Removed	--	--	Yes	--	--
189	Eucalyptus	17	4	Yes	High	Multiple attachments at 10'; good form; in medium island.
190	Eucalyptus	8	1	No	Low	All but dead; in medium island.
191	Eucalyptus	16	4	Yes	High	Good form & structure; slightly sparse crown; in medium island.

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192	Calif. pepper	28	4	Yes	High	Codominant trunks at 12'; good form & structure; trunk wound in SW. stem; in large island.
193	Calif. pepper	15	3	Yes	Moderate	Codominant trunks at 7'; asymmetric form; in medium island.
194	Coast live oak	27	4	Yes	Moderate	Multiple attachments at 12'; good form & structure; displaced curb & asphalt 8"; in small island.
195	Calif. pepper	20	3	Yes	Moderate	Multiple attachments at 7'; asymmetric form; cavities; in medium island.
196	Callery pear	11	4	No	Moderate	Multiple attachments at 8'; good form; in medium island.
197	Callery pear	10	3	No	Moderate	Multiple attachments at 8'; good form; in small island.
198	Eucalyptus	18	4	Yes	High	Multiple attachments at 10'; good form & structure; slightly sparse crown; in medium island.
199	Golden rain	13	2	No	Low	Poor form & structure; little remains; in medium island.
200	Golden rain	15	3	Yes	Low	Multiple attachments at 8'; dieback; in medium island.
201	Golden rain	13	2	No	Low	Multiple attachments at 8'; dead top; in small island.
202	Callery pear	13	4	No	Moderate	Multiple attachments at 8'; good form; in small island.
203	Callery pear	12	2	No	Low	Multiple attachments at 8'; poor form; dieback; in small island.
204	Callery pear	14	3	No	Moderate	Multiple attachments at 8'; good form; dieback; in small island.
205	Ginkgo	6	5	No	High	Good young tree; slight lean SW.; in small island.

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206	Golden rain	18	2	Yes	Low	Multiple attachments at 8'; dead top; in medium island.
207	Removed	--	--	Yes	--	--
208	Redbud	7	3	No	Low	Leans S.; moderate dieback; in medium island.
209	Redbud	8	3	No	Low	Crown bowed SW.; moderate dieback; in medium island.
210	Callery pear	14	3	No	Moderate	Multiple attachments at 8'; good form; dieback; displaced curb 3"; in small island.
211	Windmill palm	8	5	No	High	Good form & structure; 10' of brown trunk; in small island.
212	Windmill palm	10	5	No	High	Good form & structure; 15' of brown trunk; in small island.
213	Redbud	5,4,4,4,3	4	No	Moderate	Multiple attachments at base; crossing stems; in medium island.
214	Redbud	6	3	No	Moderate	Good form; moderate dieback; in medium island.
215	Redbud	5	4	No	Moderate	Good form; dieback; in medium island.
216	African fern pine	19	4	Yes	Moderate	Multiple attachments at 8'; narrow attachments; good form; displaced curb 5"; in narrow planter.
217	Ginkgo	8	5	No	High	Multiple attachments at 3'; good form; in large planter.
218	Windmill palm	11,10	5	No	High	Codominant trunks at base; good form & structure; 15' of brown trunk; in medium island.
219	Windmill palm	10	5	No	High	Good form & structure; 15' of brown trunk; in medium island.
220	Windmill palm	10	2	No	Low	In decline; small, dead fronds; 12' of brown trunk; in medium island.

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221	African fern pine	28	4	Yes	Moderate	Multiple attachments at 8'; upright form; displaced curb 4"; in large planter.
222	Coast live oak	12,12	4	Yes	Moderate	Codominant trunks at 3'; slight lean W. away from bldg.; in medium planter.
223	Coast live oak	13	4	Yes	Moderate	High, narrow crown; close to bldg.; in medium planter.
224	African fern pine	25	3	Yes	Moderate	Multiple attachments at 8'; sparse crown; displaced curb 1"; in large planter.
225	Coast live oak	9	3	No	Moderate	Crowded & one-sided S.; close to bldg.; in medium planter.
226	African fern pine	19	3	Yes	Moderate	Multiple attachments at 8'; sparse crown; displaced curb 1"; in large planter.
227	Golden rain	14	4	No	Moderate	Multiple attachments at 8'; good form; twig dieback; in medium island.
228	Windmill palm	10	5	No	High	Good form & structure; 10' of brown trunk; in small island.
229	Willowleaf peppermint	56	4	Yes	Moderate	Multiple attachments at 15'; good form; lateral reduced; displaced the curb & asphalt 12"; in medium island.
230	Ginkgo	6	5	No	High	Leans S.; good form; in medium planter.
231	Crab apple	3,3,2	3	No	Moderate	Leans SW.; dieback; in medium island.
232	Callery pear	12	3	No	Low	Multiple attachments at 8; moderate dieback; in medium island.
233	Crape myrtle	3,3,3,3,2,2,2	4	No	High	Multiple attachments at base; good form; in medium island.

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234	Windmill palm	11	5	No	High	Good form & structure; 8' of brown trunk; in medium island.
235	Windmill palm	12	5	No	High	Good form & structure; 10' of brown trunk; in medium island.
236	Mexican fan palm	20	5	Yes	High	Good form & structure; 30' of brown trunk; in medium island.
237	Windmill palm	10	4	No	High	Good form & structure; a little yellow; 5' of brown trunk; in medium island.
238	Mexican fan palm	18	5	Yes	High	Good form & structure; growing against/busted curb; 30' of brown trunk; in medium island.
239	Crab apple	4	4	No	High	Good form; basal sprouts; in medium island.
240	Crape myrtle	3,2,2,2,2,2	4	No	High	Multiple attachments at base; good form; in large island.
241	Calif. pepper	26	4	Yes	Moderate	Codominant trunks at 12'; good form & structure; trunk wounds; in large island.
242	Crape myrtle	2,2,1,1,1,1	4	No	High	Multiple attachments at base; good form; slightly sparse crown; in medium island.
243	Callery pear	10	3	No	Moderate	Multiple attachments at 8'; crowded & leans W.; dieback; in medium island.
244	Willowleaf peppermint	21	4	Yes	Moderate	Multiple attachments at 8'; leans S.; displaced the curb & asphalt 2-4"; in medium island.
245	Willowleaf peppermint	29	4	Yes	Moderate	Codominant trunks at 10'; cobra cable in crown; displaced the curb & asphalt 6"; in medium island.
246	Willowleaf peppermint	35	4	Yes	Moderate	Multiple attachments at 10'; asymmetric form; displaced the curb & sidewalk 6"; in small island.

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247	Windmill palm	11	4	No	High	Good form & structure; a little yellow; 7' of brown trunk; in small island.
248	Ginkgo	6	5	No	High	Good young tree; in large planter.
249	Willowleaf peppermint	30	3	Yes	Moderate	Multiple attachments at 12'; open form; slightly sparse crown; displaced the curb 2"; in medium island.
250	Windmill palm	12	5	No	High	Good form & structure; 15' of brown trunk; in small island.
251	Windmill palm	9	5	No	High	Good form & structure; 20' of brown trunk; in small island.
252	Crab apple	4	4	No	High	Slight lean W.; old sun scald; basal sprouts; in medium island.
253	Crab apple	5	5	No	High	Good form; dense crown; basal sprouts; in medium island.
254	Crab apple	4	4	No	High	Slight lean W.; twig dieback; basal sprouts; in medium island.
255	Redbud	11	3	No	Low	Leans W.; partial failure; moderate dieback; in medium island.
256	African fern pine	22	4	Yes	High	Multiple attachments at 8'; upright form; in large planter.
257	African fern pine	20	4	Yes	High	Multiple attachments at 8'; upright form; in large planter.
258	Monterey pine	18	4	Yes	Moderate	Upright form; dieback; in large planter.
259	African fern pine	29	4	Yes	Moderate	Multiple attachments at 6'; dieback; starting to displace curb; in large planter.

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260	Windmill palm	9	5	No	High	Good form & structure; 20' of brown trunk; in large island.
261	Windmill palm	9	5	No	High	Good form & structure; 18' of brown trunk; in medium island.
262	Windmill palm	11	5	No	High	Good form & structure; 10' of brown trunk; in medium island.
263	Windmill palm	9	5	No	High	Good form & structure; 12' of brown trunk; in medium island.
264	African fern pine	19	4	Yes	Moderate	Multiple attachments at 8'; one-sided S.; dieback; in large island.
265	Valley oak	41	3	Yes	Moderate	Multiple attachments at 10'; one-sided W.; moderate dieback; in large island.
266	Southern magnolia	5	3	No	Moderate	Crowded; one-sided SE.; poor color; in large planter.
267	Southern magnolia	12	3	No	Moderate	Good form; sparse crown; in large planter.
268	Southern magnolia	11	3	No	Moderate	Narrow form; sparse crown; in large planter.
269	Southern magnolia	11	3	No	Moderate	Narrow form; sparse crown; in large planter.
270	Southern magnolia	13	3	No	Moderate	One-sided NW.; sparse crown; in large planter.
271	White birch	10,6	3	No	Moderate	Codominant trunks at 1'; dieback in upper crown; in large planter.
272	Southern magnolia	18	4	Yes	Moderate	Multiple attachments at 8'; good form & structure; displaced curb 4"; in medium planter.
273	Southern magnolia	15	3	Yes	Moderate	Multiple attachments at 8'; good form; sparse crown; displaced curb 3"; in medium planter.
274	Ginkgo	4	3	No	Moderate	Slight lean NW.; small crown; in large planter.

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275	Southern magnolia	8	3	No	Moderate	Multiple attachments at 7'; good form; sparse crown; in large planter.
276	Southern magnolia	8	3	No	Moderate	Multiple attachments at 7'; good form; sparse crown; in large planter.
277	Southern magnolia	9	3	No	Moderate	Multiple attachments at 7'; good form; sparse crown; in large planter.
278	Southern magnolia	10	4	No	Moderate	Good form; sparse crown; in large planter.
279	Valley oak	17	4	Yes	High	Multiple attachments at 10'; leans NW.; dieback; surrounded by DG.
280	Camphor	17	3	Yes	Moderate	Multiple attachments at 6'; one-sided N.; dieback; in raised planter.
281	Saucer magnolia	2,1,1,1,1	3	No	Moderate	Multiple attachments at base; sparse crown; in large planter.
282	Saucer magnolia	4,3,3,2,2,1	3	No	Low	Multiple attachments at base; moderate dieback; in large planter.
283	Saucer magnolia	5,5,2,2,1	3	No	Low	Codominant trunks at base; moderate dieback; in large planter.
284	Saucer magnolia	5,3,3,2	4	No	Moderate	Multiple attachments at base; slightly sparse crown; in large planter.
285	Crape myrtle	9	4	No	High	Multiple attachments at 7'; good form; in medium planter.
286	Crape myrtle	9	3	No	Moderate	Multiple attachments at 7'; crowded & one-sided NW.; in medium planter.
287	Ginkgo	10	4	No	Moderate	Slightly one-sided S. away from bldg.; in large planter.
288	Ginkgo	8	3	No	Moderate	Slight crook at 6'; town bowed E.; in large planter.

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289	Ginkgo	9	4	No	Moderate	Good form & structure; dieback in upper crown; in large planter.
290	Evergreen pear	10	4	No	Moderate	Multiple attachments at 6'; fair form & structure; in large planter.
291	Evergreen pear	10	3	No	Moderate	Multiple attachments at 6'; one-sided N.; in large planter.
292	Evergreen pear	9	3	No	Moderate	Multiple attachments at 6'; narrow form; in large planter.
293	Evergreen pear	8	3	No	Moderate	Growing on steep slope; leans NW.; in large planter.
294	Evergreen pear	6	2	No	Low	Small crown; close to bldg.; in large planter.
295	Japanese maple	7,6,6	4	No	Moderate	Multiple attachments at base; on terraced slope; high crown.
296	Loquat	7	4	No	Moderate	Narrow form; on terraced slope.
297	Japanese maple	6,5	4	No	Moderate	Codominant trunks at base; on terraced slope; high crown.
298	Japanese maple	3,3,3,2,2	4	No	Moderate	Multiple attachments at base; upright form; on steep slope.
299	Japanese maple	5,4,4,3	4	No	Moderate	Multiple attachments at base; on steep slope; high crown.
300	Japanese maple	6,1	3	No	Moderate	Fair form & structure; on steep slope.
301	Mock orange	5,4,3,2	3	No	Moderate	Multiple attachments at base; fair form & structure; on steep slope.
302	Mock orange	5	2	No	Low	Crowded; narrow form; dieback; on steep slope.
303	Japanese maple	3	3	No	Moderate	One-sided & leans E.; on steep slope.

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304	Japanese maple	3,3	4	No	Moderate	Codominant trunks at base; good form; on steep slope.
305	Fremont cottonwood	42	4	Yes	Moderate	Multiple attachments at 15'; good form; growing against & displaced stairs; root sprouts all over.
306	Valley oak	40	4	Yes	Moderate	Codominant trunks at 10'; one stem dominant; smaller stem forms lateral E.; twig dieback; in large planter but close to sidewalk.
307	Japanese maple	3,2	3	No	Moderate	Codominant trunks at base; small stem topped; leans W.; on steep slope.
308	Japanese maple	3,2	4	No	Moderate	Multiple attachments at base; good form; on steep slope.
309	Japanese maple	7,7	4	No	Moderate	Codominant trunks at base; leans E.; on steep slope.
310	Japanese maple	7,7,7,75,5	4	No	High	Multiple attachments at base; good form; on steep slope.
311	Plum	3,3,1	3	No	Moderate	Multiple attachments at 3'; large hedge; close to sidewalk & utilities.
312	Trident maple	7	3	No	Moderate	Multiple attachments at 10'; upright form.
313	Karo	3,3,2,2,1,1,1	3	No	Moderate	Multiple attachments at base; large shrub.
314	Karo	3,3,3,3,2,2,2,2,1,1,1	3	No	Moderate	Multiple attachments at base; large shrub.
315	Victorian box	6,6,6,5,5,4,4,3,3,2	3	No	Low	Multiple attachments at base; upright form; sparse crown.
316	Trident maple	6	2	No	Low	Multiple attachments at 10'; dead top.
317	Karo	3,2,2,2,2,1,1,1	3	No	Moderate	Multiple attachments at base; large shrub.

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318	Karo	2,1,1,1,1,1	2	No	Low	Multiple attachments at base; moderate dieback; large shrub.
319	Victorian box	5,4,4,3,2,2,2	3	No	Low	Multiple attachments at base; upright form; sparse crown.
320	Victorian box	4,4,4,3,3,3,2,2,1	3	No	Low	Multiple attachments at base; upright form; sparse crown.
321	Karo	2,2,2,1,1,1,1,1	3	No	Moderate	Multiple attachments at base; large shrub.
322	Karo	3,3,3,2,2,1,1,1	3	No	Moderate	Multiple attachments at base; large shrub.
323	Olive	16,9,8	4	Yes	High	Multiple attachments at 1'; good form & structure; dieback in upper crown; in large planter.
324	Evergreen pear	9	4	No	Moderate	Slight lean N.; good form, fair structure; in large planter.
325	Monterey pine	27	3	Yes	Low	One-sided S. away from bldg.; thin in upper crown; in large planter.
326	Southern magnolia	14	3	No	Moderate	Slightly one-sided SE. away from bldg.; twig dieback; in medium planter.
327	Southern magnolia	10	3	No	Moderate	Slightly one-sided SE. away from bldg.; twig dieback; in medium planter.
328	Southern magnolia	15	4	Yes	Moderate	Good form & structure; twig dieback; in medium planter.
329	Southern magnolia	11	3	No	Moderate	Crowded by #330; fair form & structure; in large planter.
330	Monterey pine	27	2	Yes	Low	Somewhat corrected lean S.; all weight outside base.

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331	Southern magnolia	14	4	No	Moderate	Slight crook at 10'; good form; in large planter.
332	Southern magnolia	9	3	No	Moderate	Suppressed; one-sided E.; in large planter.
333	Southern magnolia	11	3	No	Moderate	Slight lean E.; poor color; in large planter.
334	Southern magnolia	16	4	Yes	Moderate	Slightly one-sided E. away from bldg.; good form; in large planter.
335	Dogwood	4,4,4,3,3,3,2,2	4	No	Moderate	Multiple attachments at 2'; leans W.; twig dieback; in medium planter.
336	Pomelo	8	5	No	High	Multiple attachments at 7'; good form; in large planter.
337	Valley oak	9,8	5	Yes	High	Codominant trunks at 2; seam in attachment'; good form; in large planter.
338	Valley oak	9	4	No	Moderate	Codominant trunks at 8'; seam one-sided E.; twig dieback; in large planter.
339	Sweetgum	19	4	Yes	Moderate	Multiple attachments at 10'; upright form; twig dieback; displaced curb 5"; in large planter.
340	Coast redwood	22	4	Yes	Moderate	Good form & structure; browning in upper crown; in medium planter.
341	Coast redwood	21	3	Yes	Moderate	Narrow form; browning in upper crown; in medium planter.
342	Coast redwood	22	3	Yes	Moderate	One-sided N.; lost top; in medium planter.
343	London plane	6	2	No	Low	Poor form; extensive dieback; in medium planter.
344	London plane	6	2	No	Low	Extensive dieback; in medium planter.
345	London plane	6	3	No	Low	Small crown; moderate dieback; in medium
346	London plane	9	3	No	Moderate	Slight lean W.; narrow form; dieback; in medium planter.

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347	London plane	9,7	4	No	Moderate	Codominant trunks at 5'; narrow form; in medium planter.
348	London plane	12	4	No	High	Codominant trunks at 20'; good form; in medium planter.
349	London plane	12	4	No	Moderate	Codominant trunks at 20'; narrow form; in medium planter.
350	London plane	15	4	Yes	High	Codominant trunks at 20'; good form; in medium planter.
351	London plane	15	4	Yes	High	Good form; in medium planter.
352	London plane	13	4	No	Moderate	Narrow form; dieback; in medium planter.
353	London plane	12	4	No	Moderate	Slight lean W.; narrow form; dieback; in medium planter.
354	London plane	14	4	No	High	Multiple attachments at 10'; good form; in medium planter.
355	London plane	8	3	No	Moderate	Codominant trunks at 6'; fair form; in large planter.
356	London plane	10	4	No	Moderate	Codominant trunks at 10'; good form; slightly sparse crown; in large planter.
357	London plane	14	3	No	Moderate	Slight lean S.; good form; sparse crown; in large planter.
358	London plane	7	3	No	Low	Poor form; very sparse crown; in large planter.
359	London plane	12	4	No	Moderate	Slight lean S.; good form; sparse crown; in large planter but close to sidewalk.
360	London plane	15	4	Yes	High	Codominant trunks at 10'; good form & structure; in large planter but close to sidewalk.
361	London plane	9	3	No	Moderate	Codominant trunks at 10'; small, sparse crown; in large planter but close to sidewalk.

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362	London plane	14	4	No	Moderate	Slight lean SW.; good form; sparse crown; in large planter but close to sidewalk.
363	London plane	12	3	No	Moderate	Good form; sparse in upper crown; in large planter but close to sidewalk.
364	London plane	12	4	No	Moderate	Slight sweep in trunk at 10'; in large planter but close to sidewalk.
365	London plane	14	3	No	Low	Good form; very sparse crown; in large planter but close to sidewalk.
366	London plane	14	3	No	Moderate	Good form; sparse crown; in large planter but close to sidewalk.
367	London plane	11	3	No	Moderate	Good form; sparse in upper crown; in large planter but close to sidewalk.
368	London plane	16	4	Yes	Moderate	Good form; sparse crown; in large planter but close to sidewalk.
369	London plane	11	4	No	Moderate	Codominant trunks at 7'; good form; twig dieback; in medium planter.
370	London plane	10	3	No	Moderate	Small crown; twig dieback; in medium planter.
371	London plane	12	3	No	Moderate	Narrow form; sparse crown; in medium planter.
372	London plane	14	4	No	Moderate	Multiple attachments at 12'; good form; sparse crown; in large planter but close to sidewalk.
373	London plane	14	3	No	Low	Good form; very sparse crown; in large planter but close to sidewalk.
374	Coast redwood	31	3	Yes	Moderate	One-sided SE.; lost top; very dry; in medium planter.
375	Coast redwood	26,23	3	Yes	Moderate	Codominant trunks base; narrow form; dry in upper crown; in medium planter.

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376	Coast redwood	37	3	Yes	Moderate	Topped at 35'; good foliage density; in medium planter.
377	Coast redwood	20	3	Yes	Low	Narrow form; very dry foliage; in medium planter.
378	Coast redwood	33	3	Yes	Moderate	Lost top; dry; in medium planter.
379	Coast redwood	25,22	3	Yes	Moderate	Codominant trunks base; one-sided N.; dry in upper crown; in medium planter.
380	Removed	--	--	Yes	--	--
381	Coast redwood	15	3	Yes	Low	Crowded; poor form; dieback; in large planter.
382	Coast redwood	6	3	No	Low	Dead top; suppressed; in large planter.
383	White birch	9,6	3	No	Low	Codominant trunks at base; dead top; on steep slope.
384	White birch	10,7	3	No	Low	Codominant trunks at base; dead top; on steep slope.
385	Valley oak	38	2	Yes	Low	Multiple attachments at 15'; large wound w/ sulfur fungus S.; bee hive in cavity on W. stem; surrounded by compacted DG.
386	Victorian box	5,4,3,3,2,2,1,1	3	No	Low	Multiple attachments at 2'; upright form; moderate dieback; on steep slope.
387	Victorian box	4,4,1,1,1	3	No	Moderate	Multiple attachments at 1'; upright form; dieback; on steep slope.
388	Victorian box	4,4,3,2,2,1,1	3	No	Low	Multiple attachments at 1'; upright form; moderate dieback; on steep slope.
389	Victorian box	3,3,3,2,2,2,2	3	No	Moderate	Multiple attachments at 1'; upright form; dieback; on steep slope.
390	Victorian box	3,3,3,2,2,1,1	3	No	Moderate	Multiple attachments at 1'; fair form; dieback; on steep slope.

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391	Purpleleaf plum	3	4	No	High	Good young tree; a little dry; in large planter.
392	Purpleleaf plum	3	4	No	High	Good young tree; a little dry; in large planter.
393	Purpleleaf plum	3	4	No	Moderate	Good young tree; twig dieback; in large planter.
394	Flowering cherry	4,4,3,3	1	No	Low	All but dead; in large planter.
395	Italian cypress	18	5	Yes	High	Good form & structure; displaced sidewalk 2"; in small planter.
396	Ginkgo	8,7,6	4	No	Moderate	Multiple attachments at 4'; leans S.; dieback; in large planter.
397	Sweetgum	11	3	No	Low	Codominant trunks at 6'; very narrow attachment; in large planter but close to sidewalk.
398	Strawberry tree	7,7,7,6	4	No	Moderate	Multiple attachments at base; one-sided S.; in large planter but close to building.
399	Ginkgo	14	3	No	Moderate	Multiple attachments at 5'; crown bowed S.; moderate dieback; in large planter.
400	Ginkgo	13	4	No	Moderate	Codominant trunks at 5'; crown bowed S.; dieback; in large planter but close to sidewalk.
401	Ginkgo	12	4	No	Moderate	Very one-sided S.; in large planter.
402	Canary island pine	38	3	Yes	Moderate	High crown; one-sided W.; poor color.
403	Canary island pine	33	4	Yes	Moderate	Codominant trunks at 35'; narrow attachment; high crown.
404	Canary island pine	26	4	Yes	High	Good form & structure; in large planter.
405	Silk tree	13	3	No	Moderate	Codominant trunks at 5'; trunk wound from stem failure; upright form.
406	Coast redwood	21	3	Yes	Moderate	Lost top; crowded; in large planter.

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407	Coast redwood	32	4	Yes	Moderate	Slight lean SW.; good Goliath density; in large planter.
408	Yew	13,5,4,4,3,3,3	4	Yes	Moderate	Multiple attachments at 3'; embedded wires; in large planter.
409	Red maple	6	5	No	High	Good young tree; in large planter.
410	Deodar cedar	14	5	No	High	Good form & structure; low crown; in large planter.
411	Yew	5,5,4,,3,3,3,3	3	No	Moderate	Multiple attachments at 3'; crown bowed W.; in large planter.
412	Deodar cedar	33	4	Yes	Moderate	Slight lean W.; slightly sparse crown; in large planter.
413	Deodar cedar	10	5	No	High	Good form & structure; narrow upper crown; in large planter.
414	Removed	--	--	Yes	--	--
415	Deodar cedar	38	4	Yes	Moderate	Corrected lean W.; lower limbs reduced; staring to break down wall; in raised planter.
416	Deodar cedar	35	4	Yes	Moderate	Multiple attachments at 20'; good form & structure; in raised planter.
417	Red maple	4	5	No	High	Good young tree; in large planter.
418	Valley oak	49	4	Yes	Moderate	Codominant trunks at 10'; base buried in fill w/ circular retaining wall; in medium planter.
419	Yew	7,6,5,5,4,3	3	No	Low	Multiple attachments at 3'; sparse crown; in large planter.
420	Red maple	6	5	No	High	Good young tree; in large planter.
421	Red maple	6	5	No	High	Good young tree; in large planter.
422	Yew	8,7,7,5,4,4	4	No	High	Multiple attachments at 3'; in large planter.

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423	Coast redwood	48	3	Yes	Moderate	Lost top; slightly sparse in upper crown; base growing over utility box.
424	Coast redwood	17	3	Yes	Moderate	Crowded; narrow form; in large planter.
425	Coast redwood	39	3	Yes	Moderate	Lost top; slightly sparse crown; in large planter.
426	Coast redwood	33	3	Yes	Moderate	Lost top; narrow form; in large planter.
427	Coast redwood	18	3	Yes	Moderate	Crowded; pruned N. away from bldg.; in large planter.
428	Coast redwood	21	3	Yes	Moderate	Crowded; pruned N. away from bldg.; in large planter.
429	Canary island pine	26	3	Yes	Low	One-sided W.; sparse crown; in large planter but close to man hole.
430	Chinese pistache	4	4	No	Moderate	Good young tree: leaning NW.; in large planter.
431	Chinese pistache	5	4	No	High	Good young tree: slight lean NW.; in large planter.
432	Chinese pistache	5	5	No	High	Good young tree: in large planter.
433	Chinese pistache	5	5	No	High	Good young tree: in large planter.
434	Chinese pistache	5	5	No	High	Good young tree: in large planter.
435	Chinese pistache	6	5	No	High	Good young tree: in large planter.
436	Chinese pistache	4	5	No	High	Good young tree: in large planter.
437	Coast live oak	29	3	Yes	Moderate	Codominant trunks at 15'; pale trunk; stem removed S. w/ decay; in small planter.
438	Deodar cedar	35,24,14,13	3	Yes	Moderate	Multiple attachments at base; smaller stems lean N.; sparse crown; in large planter.
439	Chinese pistache	4	4	No	High	Good young tree: slight lean NW.; in large planter.
440	Chinese pistache	4	4	No	Moderate	Good young tree: leans NW.; in large planter.

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441	Chinese pistache	4	4	No	Moderate	Good young tree; leans NW.; in large planter.
442	Chinese pistache	6	5	No	High	Good young tree; in large planter.
443	Chinese pistache	5	3	No	Moderate	Partial failure; strong lean W.; in large planter.
444	Chinese pistache	5	5	No	High	Good young tree; in large planter.
445	Chinese pistache	5	5	No	High	Good young tree; in large planter.
446	Chinese pistache	3	4	No	Moderate	Crown bowed W.; in large planter.
447	Canary island pine	32	4	Yes	High	Upright form; high crown; in large planter.
448	Red oak	6	4	No	High	Upright form; slightly one-sided N.; in large planter.
449	Red oak	6	4	No	High	One-sided & bowed E.; in large planter.
450	Coast redwood	14	5	No	High	Good young tree; in large planter.
451	Coast redwood	7	4	No	High	Good young tree; slightly sparse crown; in large planter.
452	Coast redwood	29	4	Yes	Moderate	Upright pruned S. away from bldg.; in large planter but close to sidewalk.
453	Coast redwood	50	4	Yes	Moderate	Upright pruned S. away from bldg.; in medium planter & close to sidewalk.
454	Coast live oak	18	3	Yes	Low	Multiple attachments at 8'; small crown; good foliage density; in small planter surrounded by asphalt.
455	Water gum	7	4	No	Moderate	Slight lean S.; slightly sparse crown; in medium planter.
456	Water gum	8	4	No	High	Good form & structure; slightly sparse crown; in small planter.
457	Water gum	7	4	No	Moderate	Slight lean S.; slightly sparse crown; in small planter.

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458	Water gum	7	4	No	High	Good form & structure; slightly sparse crown; displaced curb 2"; in small planter.
459	Water gum	7	5	No	High	Good form & structure; in small planter.
460	Water gum	7	4	No	Moderate	Good form & structure; sparse crown; displaced curb 2"; in small planter.
461	Water gum	6	5	No	High	Good form & structure; in small planter.
462	Water gum	7	5	No	High	Good form & structure; in medium planter.
463	Crape myrtle	8	4	No	Moderate	Multiple attachments at 7'; slightly sparse crown; in small planter.
464	Crape myrtle	8	4	No	Moderate	Multiple attachments at 7'; slightly sparse crown; in small planter.
465	Crape myrtle	8	4	No	Moderate	Multiple attachments at 7'; slightly sparse crown; in small planter.
466	Water gum	7	5	No	High	Good form & structure; in medium planter.
467	Water gum	6	4	No	Moderate	Good form & structure; sparse crown; in medium planter.
468	Water gum	4	4	No	Moderate	Good form & structure; sparse crown; in small planter.
469	Water gum	6	4	No	Moderate	Good form & structure; sparse crown; in small planter.
470	Water gum	5	4	No	Moderate	Good form & structure; sparse crown; in small planter.
471	Water gum	4	4	No	Moderate	Good form & structure; sparse crown; in small planter.
472	Coast live oak	32	4	Yes	Moderate	Multiple attachments at 12'; good form & structure; in medium planter.

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473	Smoke tree	4,3,2,2	4	No	Moderate	Multiple attachments at 2'; topped; in large planter.
474	Smoke tree	3,3,3,1	4	No	Moderate	Multiple attachments at 2'; topped; in large planter.
475	Crape myrtle	8	4	No	Moderate	Multiple attachments at base; good form & structure; in large planter.
476	Japanese maple	3,3,2	4	No	Moderate	Multiple attachments at base; topped at 6'; in large planter.
477	Japanese maple	3,2	4	No	Moderate	Topped at 6'; basal wound; in large planter.
478	Japanese maple	2,2,1,1,1	4	No	Moderate	Multiple attachments at base; chewing damage; in large planter.
479	London plane	12	3	No	Moderate	Crowded; one-sided W.; in large, sunken planter.
480	London plane	11	3	No	Moderate	Crowded; narrow form; in large, sunken planter.
481	London plane	11	3	No	Moderate	Crowded; narrow form; in large, sunken planter.
482	London plane	12	3	No	Moderate	Crowded; one-sided W.; in large, sunken planter.
483	London plane	11	3	No	Moderate	Crowded; one-sided W.; in large, sunken planter.
484	London plane	11	3	No	Moderate	Crowded; one-sided W.; in large, sunken planter.
485	London plane	10	3	No	Moderate	Crowded; narrow form; in large, sunken planter.
486	London plane	13	3	No	Moderate	Crowded; one-sided & bowed W.; in large, sunken planter.
487	London plane	10	3	No	Moderate	Crowded; crook at 15'; crown bowed NE.; in large, sunken planter.
488	London plane	7	2	No	Low	Poor form & structure; in large, sunken planter.
489	London plane	9	3	No	Low	Crowded; leans NE.; small crown; in large, sunken planter.
490	London plane	12	3	No	Moderate	Crowded; upright form; in large, sunken planter.

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491	London plane	7	3	No	Low	Crowded; small crown; in large, sunken planter.
492	London plane	11	3	No	Moderate	Crowded; high crown; in large, sunken planter.
493	London plane	8	3	No	Low	Crowded; small crown; in large, sunken planter.
494	London plane	10	3	No	Moderate	Crowded; one stem topped; in large, sunken planter.
495	Lemon-scented gum	22	3	Yes	Moderate	Codominant trunks at 6'; leans N. away from bldg.
496	Bronze loquat	12	3	No	Moderate	Multiple attachments at 6'; one-sided W. away from bldg.; sparse in upper crown.
497	White birch	15	3	Yes	Moderate	Good form; basal cavity S.; sparse crown.
498	Japanese maple	4,3,3,2,2	4	No	High	Multiple attachments at 2'; one-sided NW.; in large planter.
499	Callery pear	11	3	No	Moderate	Leans W. away from bldg.; small, high crown; in medium planter.
500	Callery pear	13	3	No	Moderate	Codominant trunks at 8'; one-sided away from bldg.; in medium planter.
501	Callery pear	13	3	No	Moderate	Leans W. away from bldg.; high crown; in medium planter.
502	Japanese maple	3,3,2,2	4	No	High	Multiple attachments at 3'; good form; in large planter.
503	Coast live oak	34	4	Yes	Moderate	Codominant trunks at 8'; one stem upright, other stem forms lateral NW.; in medium planter.
504	Japanese maple	4,4	4	No	Moderate	Codominant trunks at 2'; trunk wound; twig dieback; in large planter.
505	Japanese maple	7	4	No	Moderate	Codominant trunks at 3'; narrow attachment; one-sided E. away from bldg.; in large planter.

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506	Crab apple	2	5	No	High	Good young tree; in large planter.
507	Coast live oak	34	4	Yes	Moderate	Codominant trunks at 10'; good form; dieback; base buried; in medium planter.
508	Chinese pistache	7	5	No	High	Good young tree; in medium planter.
509	Chinese pistache	7	4	No	High	Multiple attachments at 4'; good form, fair structure; in medium planter.
510	Chinese pistache	8,6	5	No	High	Codominant trunks at 3'; dense crown; in medium planter.
511	Chinese pistache	7	5	No	High	Multiple attachments at 5'; good form; in medium planter.
512	Removed	--	--	Yes	--	--
513	Coast redwood	36	4	Yes	High	Good form; minor dieback; in large planter.
514	Glossy privet	7,6,5,5	4	No	Moderate	Multiple attachments at base; one-sided S.; in large planter.
515	Coast redwood	54	4	Yes	Moderate	Multiple attachments in upper crown; good form; dieback; in large planter.
516	London plane	10	3	No	Low	Crowded; one-sided S.; moderate dieback; in large planter.
517	London plane	14	3	No	Moderate	Multiple attachments at 8'; one-sided E.; moderate dieback; in large planter but close to curb.
518	London plane	6	3	No	Low	Suppressed; one-sided NW.; moderate dieback; in large planter.
519	London plane	17	4	Yes	Moderate	Codominant trunks at 8'; good form; moderate dieback; displaced curb 3"; in large planter but close to curb.
520	London plane	9	3	No	Moderate	Crowded; bowed SW.; dieback; in large planter.

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521	London plane	16	4	Yes	Moderate	Multiple attachments at 8'; good form; moderate dieback; displaced curb 3"; in large planter but close to curb.
522	London plane	13	4	No	High	Multiple attachments at 10'; good form; in medium planter.
523	London plane	14	4	No	High	Multiple attachments at 10'; good form; in medium planter.
524	Chinese elm	16	4	Yes	Moderate	Leans & one-sided S.; anthracnose canker; in medium planter.
525	Coast live oak	45	3	Yes	Moderate	Multiple attachments at 15'; strong lean W. w/ base outside drip line; wry one-sided SW.; in medium planter.
526	Bottle tree	23	3	Yes	Moderate	Multiple attachments at 7'; fair structure; moderate dieback; in large planter.
527	Coast live oak	11	5	Yes	High	Good form & structure; in large planter.
528	Coast live oak	11	3	Yes	Moderate	Good form & structure; very sparse crown; in large planter.
529	Coast live oak	13	5	Yes	High	Good form & structure; in large planter.
530	Mexican fan palm	27	5	Yes	High	Good form & structure; 30' of brown trunk; in medium planter.
531	Victorian box	8,8,4,4	3	No	Moderate	Multiple attachments at 2'; one-sided SE.; in large planter but close to wall.
532	Victorian box	7,6,5,5	3	No	Moderate	Multiple attachments at 2'; pruned W.; one-sided E.; in large planter but close to wall.
533	Victorian box	8,7,6,4	3	No	Moderate	Multiple attachments at base; pruned W.; one-sided E.; in large planter but close to wall.

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534	Victorian box	8,8,7,3	3	No	Moderate	Multiple attachments at base; upright form; in medium planter but close to wall.
535	Victorian box	6,6,4,3	3	No	Moderate	Multiple attachments at base; upright form; in medium planter but close to wall.
536	Victorian box	5,4,3	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
537	Victorian box	6,5,3	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
538	Victorian box	6,4,4,3	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
539	Victorian box	4,4,3,2	3	No	Moderate	Multiple attachments at base; small crown; in medium planter but close to wall.
540	Victorian box	2,2,1,1,1	2	No	Low	Multiple attachments at base; small crown; moderate dieback; in medium planter but close to wall.
541	Victorian box	5,3,2,1,1	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
542	Victorian box	3,2,2,2,2,2	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
543	Victorian box	5,4,4,4	3	No	Low	Multiple attachments at base; narrow form; dieback; in medium planter but close to wall.
544	Victorian box	4,3	2	No	Low	Multiple attachments at base; narrow form; moderate dieback; in medium planter but close to wall.
545	Victorian box	6,4,1,1	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.

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546	Victorian box	5,4,3	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
547	Victorian box	6,5,4,4	3	No	Moderate	Multiple attachments at 1'; narrow form; in medium planter but close to wall.
548	Victorian box	4,3,2,2	3	No	Moderate	Multiple attachments at 1'; narrow form; in medium planter but close to wall.
549	Victorian box	4,3,2	3	No	Moderate	Multiple attachments at 1'; leans E.; in medium planter but close to wall.
550	Victorian box	3,3,2	3	No	Low	Multiple attachments at base; leans E.; dieback; in medium planter but close to wall.
551	Victorian box	1,1,1	4	No	Moderate	Multiple attachments at base; new planting; in medium planter but close to wall.
552	Victorian box	3,3	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
553	Victorian box	5,4,3	3	No	Moderate	Multiple attachments at base; slight lean E.; in medium planter but close to wall.
554	Victorian box	4,3,3,3,2	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
555	Victorian box	9,4	3	No	Moderate	Multiple attachments at base; corrected lean E.; in medium planter but close to wall.
556	Victorian box	5,3,3,2	3	No	Moderate	Multiple attachments at base; corrected lean E.; in medium planter but close to wall.
557	Victorian box	3,3,3,1	3	No	Low	Multiple attachments at base; narrow form; poor color; in medium planter but close to wall.
558	Victorian box	2,2,1,1,1	3	No	Low	Multiple attachments at base; one-sided E.; poor color; in medium planter but close to wall.

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559	Victorian box	5,3,2,1	3	No	Low	Multiple attachments at base; one-sided E.; poor color; in medium planter but close to wall.
560	Victorian box	6,5	3	No	Low	Codominant trunks at base; one-sided E.; poor color; in medium planter but close to wall.
561	Victorian box	6,5	2	No	Low	Codominant trunks at base; leans N.; extensive dieback; in medium planter but close to wall.
562	Coast live oak	34	3	Yes	Moderate	Codominant trunks at 10'; stem removed W.; active bee hive in n . stem at 12'; in medium planter.
563	Calif. bay	5,5,4	3	No	Moderate	Multiple attachments at base; leans S.; sunscald; in medium planter.
564	Calif. bay	5,5,3	3	No	Moderate	Multiple attachments at base; extensive dieback; in medium planter.
565	Coast live oak	38	3	Yes	Moderate	Codominant trunks at 8'; good form & structure; growing against structure S.; surrounded by asphalt.
566	Bottlebrush	13	3	No	Low	Codominant trunks at 5'; stems splitting apart; in medium planter.
567	Bottlebrush	13	3	No	Moderate	Multiple attachments at 7'; slight lean N.; in medium planter.
568	Bottlebrush	11	2	No	Low	Poor form & structure; in medium planter.
569	Bottlebrush	8	4	No	Moderate	Good form & structure; in medium planter.
570	Chinese elm	18	4	Yes	High	Codominant trunks at 8'; good form & structure; in large planter.
571	Chinese elm	19	4	Yes	High	Codominant trunks at 8'; good form & structure; one-sided W.; in large planter.

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572	Chinese elm	2	4	No	High	Good young tree; slight lean W.; in large planter.
573	Chinese elm	5	4	No	High	Multiple attachments at 6'; good young tree m; in large planter.
574	Chinese elm	2	3	No	Low	Good young tree; very dry; in large planter.
575	Chinese elm	4	4	No	Moderate	Leans W.; slightly sparse crown; in large planter.
576	Chinese elm	6,6,5	4	No	Moderate	Multiple attachments at base; good form; in large planter but close to drive.
577	Valley oak	50	4	Yes	Moderate	Multiple attachments at 15'; one-sided W./pruned E.; in large planter.
578	Coast live oak	7	4	No	Moderate	Good young tree; slightly sparse crown; in large planter.
579	Coast live oak	7	3	No	Moderate	Good young tree; sparse crown; in large planter.
580	Coast live oak	6,5	3	No	Moderate	Good young tree; sparse crown; in large planter.
581	Coast live oak	6	4	No	Moderate	Good young tree; slightly sparse crown; in large planter.
582	Coast live oak	7	3	No	Moderate	Good young tree; sparse crown; in large planter.
583	Coast live oak	10	5	Yes	High	Good young tree; in large planter.
584	Coast redwood	25	2	Yes	Low	No tag ; good form; sparse crown; in large planter.
585	Coast live oak	36	3	Yes	Low	No tag ; poor form & structure; cavities w/ decay; dead top; in large planter.
586	Red oak	16	4	Yes	High	Good form & structure; slightly sparse in upper crown; in small planter.
587	Red oak	8	4	No	Moderate	Fair form & structure; slightly sparse in upper crown; in small planter.

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588	Sweetgum	21	4	Yes	Moderate	Codominant trunks at 8'; upright form; included bark; in large planter but close to sidewalk.
589	Bottlebrush	19	4	Yes	Moderate	Codominant trunks at 4'; included bark; in large planter.
590	Bottlebrush	19	4	Yes	Moderate	Codominant trunks at 7'; included bark; in large planter.
591	Sweetgum	16	3	Yes	Low	Upright form; decay in N. stem at 15'; in large planter but close to sidewalk.
592	Sweetgum	14	3	No	Low	Narrow form; topped; in large planter but close to sidewalk.
593	Sweetgum	14	3	No	Low	Fair form & structure; in large planter but close to sidewalk.
594	Sweetgum	19	3	Yes	Low	Narrow form; decay at 8'; history of branch failures; in large planter but close to sidewalk.
595	Sweetgum	18	3	Yes	Moderate	Upright, narrow form; in large planter but close to sidewalk.
596	Sweetgum	21	3	Yes	Moderate	Codominant trunks at 6'; one stem dominant; history of branch failure; displaced sidewalk 4"; in large planter but close to sidewalk.
597	Sweetgum	18	3	Yes	Moderate	Codominant trunks at 6'; narrow form; in large planter but close to sidewalk.
598	Sweetgum	9	3	No	Low	Crowded; small crown; in large planter but close to sidewalk.
599	Sweetgum	16	3	Yes	Moderate	Upright, narrow form; in large planter but close to sidewalk.

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600	Sweetgum	18	3	Yes	Moderate	Codominant trunks at 10'; narrow form; decay in small branch N.; in large planter but close to sidewalk.
601	Bottlebrush	19	3	Yes	Low	Codominant trunks at 5'; stems splitting apart; Ganoderma in attachment; in large planter.
602	Bottlebrush	13	3	No	Low	Multiple attachments at 7'; one-sided SE.; moderate dieback; in large planter.
603	Raywood ash	9	4	No	High	Multiple attachments at 7'; good form; in medium island.
604	Raywood ash	8	4	No	High	Multiple attachments at 7'; good form; in small island.
605	Raywood ash	6	4	No	High	Multiple attachments at 7'; good form; in small island.
606	Chinese pistache	12	4	No	High	Multiple attachments at 8'; narrow attachment; good form, fair structure; in small island.
607	Chinese pistache	13	4	No	High	Codominant trunks at 6'; good form & structure; in small island.
608	Chinese pistache	9	3	No	Moderate	Codominant trunks at 7'; small crown; in small island.
609	Chinese pistache	12	4	No	High	Codominant trunks at 6'; good form & structure; in small island.
610	Sweetgum	10	3	No	Moderate	Codominant trunks at 8'; fair form & structure; in medium island.
611	Ginkgo	12,11	3	Yes	Moderate	Codominant trunks at 4' & 5"; leans E.; in large planter.

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612	Ginkgo	9,8,7,6,3	3	Yes	Moderate	Multiple attachments at base; leans W.; in large planter.
613	Sweetgum	11	3	No	Moderate	Codominant trunks at 6'; crown bowed W.; in large planter.
614	Ginkgo	11	4	No	Moderate	Multiple attachments at 5'; upright, narrow form; in large planter.
615	Coast redwood	9	5	No	High	Good young tree; in large planter.
616	Coast redwood	10	5	No	High	Good young tree; in large planter.
617	Ginkgo	8,6,4,4,4	4	No	Moderate	Multiple attachments at 2'; upright, narrow form; in large planter.
618	Glossy privet	2,2,1,1,1,	3	No	Moderate	Multiple attachments at base; large shrub; in large planter.
619	Coast redwood	28	3	Yes	Moderate	Lost top; one-sided NW.; in large planter.
620	Coast redwood	38	4	Yes	Moderate	Sparse in upper crown; displaced curb & asphalt 6"; in large planter but at back of curb.
621	Coast redwood	28	3	Yes	Moderate	Upright form; sparse mid-crown; in large planter.
622	Ginkgo	7	4	No	Moderate	Multiple attachments at 5'; slight lean W.; in small island.
623	Ginkgo	10,9	3	No	Moderate	Codominant trunks at base; close to building & curb; in small island.
624	Coast live oak	15,12,11,11, 10	4	Yes	Moderate	Multiple attachments at 1'; good form & structure; in medium island.
625	Bottle tree	32	4	Yes	Moderate	Multiple attachments at 5'; mostly upright; in large planter.
626	Bottle tree	14	2	No	Low	Upright form; dead top; in small space.

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627	Canary island pine	30	4	Yes	Moderate	Upright form; one-sided W.; in medium island.
628	Canary island pine	32	4	Yes	Moderate	Upright form; very one-sided SE.; in medium
629	Holly oak	11	1	No	Low	Mostly dead; in medium island.
630	Holly oak	17	4	Yes	Moderate	Multiple attachments at 5'; epicormics; in medium island.
631	Raywood ash	8	2	No	Low	Multiple attachments at 7'; leans N.; moderate dieback; in small island.
632	Coast live oak	30	2	Yes	Low	Codominant trunks at 8'; sulfur fungus in cavity W.; cabled; in medium island.
633	Holly oak	6	2	No	Low	Largely dead; dieback; in small island.
634	Coast live oak	17	3	Yes	Moderate	Codominant trunks at 10'; moderate dieback; in medium island.
635	Sweetgum	16	4	Yes	Moderate	Multiple attachments at 7'; upright form; dense crown; in small island.
636	Canary island pine	19	2	Yes	Low	Lean S.; soil mounded on tension side; small crown; in large planter.
637	Red oak	4	4	No	High	Crown bowed SW.; in large planter.
638	Red oak	4	4	No	High	Good form & structure; twig dieback in upper crown; in large planter.
639	Coast live oak	29	3	Yes	Low	Codominant trunks at 10'; one-sided S.; sparse crown; in large planter.
640	Coast live oak	50	3	Yes	Low	Multiple attachments at 10'; crown bowed S.; cabled; preserved in large tree well.
641	Coast live oak	22	3	Yes	Moderate	Codominant trunks at 8'; one-sided SW.; dieback; in medium island but close to curb.

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642	Coast live oak	38	3	Yes	Moderate	Multiple attachments at 7'; leans S.; displaced sidewalk 4"; in large island but close to sidewalk.
643	Mayten	10	3	No	Moderate	Multiple attachments at 6'; crowded & one-sided W.; dieback; in large island.
644	Mayten	8	3	No	Low	Upright form; moderate dieback; in large island.
645	Coast live oak	31	3	Yes	Moderate	Codominant trunks at 12'; most weight NW.; displaced sidewalk 1"; in large small & close to sidewalk.
646	African fern pine	15	3	Yes	Low	Multiple attachments at 12'; one-sided W.; moderate dieback; in medium planter.
647	African fern pine	15	4	Yes	Moderate	No tag , in atrium; multiple attachments at 12'; one-sided NW.; in medium planter.
648	Bottlebrush	10,8	3	No	Moderate	Codominant trunks at 3'; one-sided E. away from bldg.; dieback; in medium planter.
649	Callery pear	13	3	No	Low	Codominant trunks at 8'; one-sided E. away from bldg.; poor form & structure; in medium planter.
650	Callery pear	9	2	No	Low	One-sided E. away from bldg.; not much remains; in medium planter.
651	Callery pear	11	3	No	Moderate	Codominant trunks at 8'; fair form & structure; in small island.
652	Chinese pistache	8	5	No	High	Multiple attachments at 6'; good form & structure; in large planter.
653	Crab apple	2,1,1,1,1	4	No	High	Good young tree; in large planter.
654	Crab apple	4	4	No	High	Good young tree; one-sided S.; in large planter.
655	Valley oak	14	4	Yes	High	Codominant trunks at 5'; one-sided S. away from bldg.; in large planter but close to bldg.

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656	Australian frangipani	7	1	No	Low	Upright form; mostly dead; in large planter but close to bldg.
657	Australian frangipani	11	3	No	Moderate	One-sided S. away from bldg.; in large planter but close to bldg.
658	Chinese pistache	5	3	No	Moderate	Crowded I; one-sided S.; in large planter.
659	Chinese pistache	7	5	No	High	Codominant trunks at 7'; good young tree; surface roots; in large planter.
660	Callery pear	9	3	No	Moderate	Multiple attachments at 5'; leans SW.; in large planter.
661	Callery pear	9	3	No	Moderate	Multiple attachments at 5'; leans W.; in large planter.
662	Callery pear	4	2	No	Low	Crowded; very one-sided W.; in large planter.
663	Callery pear	10	3	No	Low	Multiple attachments at 7'; embedded stake tie; one-sided W.; in large planter.
664	Japanese maple	4,4,3,2,2,2	3	No	Low	Multiple attachments at base; crowded & one-sided NW.; in large planter.
665	Japanese maple	6,5,5,4,4	3	No	Moderate	Multiple attachments at base; crowded but mostly upright; in large planter.
666	Japanese maple	7,6,4,4	3	No	Low	Multiple attachments at base; some stems dead; in large planter.
667	Japanese maple	6,5,4,4	3	No	Moderate	Multiple attachments at base; crowded & one-sided E.; in large planter.
668	Manna gum	29	3	Yes	Moderate	Multiple attachments at 12'; upright form; basal wounds; in large planter.
669	Callery pear	12	3	No	Low	Suppressed; one-sided W.; in large planter.

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670	Manna gum	42	4	Yes	Moderate	Multiple attachments at 12'; slight lean W.; cable in upper crown starting to girdle stem; in large planter.
671	Victorian box	6,5,5,4,4,3,3,3	3	No	Low	Multiple attachments at base; upright form; moderate dieback; in large planter.
672	Victorian box	6,6,4,3,2,2,2,2	3	No	Moderate	Multiple attachments at base; upright form; dieback; in large planter.
673	Victorian box	3,2,2,2,2,1	3	No	Low	Multiple attachments at base; upright form; moderate dieback; in large planter.
674	Victorian box	3,3,3,2,2,2	3	No	Moderate	Multiple attachments at base; upright form; dieback; in large planter.
675	Saucer magnolia	5,5,4,2,2	4	No	Moderate	Multiple attachments at base; narrow form; dieback; in large planter.
676	Saucer magnolia	3,3,3,2,2	3	No	Moderate	Multiple attachments at base; moderate dieback; in large planter.
677	Saucer magnolia	5,5,4,4,3,2,2	3	No	Moderate	Multiple attachments at base; sparse crown; in large planter.
678	Holly oak	10,9,8	4	Yes	Moderate	Codominant trunks at 1'; one-sided S. away from bldg.; in large planter.
679	Australian frangipani	8	3	No	Low	Upright form; sparse crown.; in large planter but close to bldg.
680	Australian frangipani	8	3	No	Moderate	Multiple attachments at 8'; good form; moderate dieback; in large planter.
681	Camphor	24	4	Yes	Moderate	Multiple attachments at 7'; slightly one-sided W.; dieback; in large planter.
682	Camphor	19	3	Yes	Moderate	Multiple attachments at 6'; crowded w/ narrow form; dieback; in large planter.

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683	Manna gum	55	4	Yes	Moderate	Codominant trunks at 10'; good, upright form; laterals reduced; in large planter.
684	Camphor	11	3	No	Moderate	Multiple attachments at 6'; crowded; dieback; in large planter.
685	Evergreen pear	9	3	No	Low	Multiple attachments at 7'; leans N.; dieback; in large planter.
686	Evergreen pear	6	3	No	Low	Crowded; leans N.; dieback; in large planter.
687	Evergreen pear	5	3	No	Low	Crowded; leans N.; dieback; in large planter.
688	Removed	--	--	Yes	--	--
689	Victorian box	5,3,3,2,2,2	3	No	Moderate	Multiple attachments at base; slight lean E.; twig dieback; in medium planter.
690	Victorian box	3,1,1,1,1	3	No	Moderate	Multiple attachments at base; crowded w/ narrow form; twig dieback; in medium planter.
691	Victorian box	4,3,1,1,1,1	3	No	Moderate	Multiple attachments at base; one-sided SW.; twig dieback; in medium planter.
692	Victorian box	4,4,2	3	No	Low	Codominant trunks at base; crowded & very one-sided N.; twig dieback; in medium planter.
693	Victorian box	4,3,3,2	3	No	Moderate	Multiple attachments at base; upright form; twig dieback; in medium planter.
694	Victorian box	4,2,2,2,2	3	No	Moderate	Multiple attachments at base; one-sided NE.; twig dieback; in medium planter.
695	Victorian box	3,3,2,2,2	3	No	Moderate	Multiple attachments at base; upright form; twig dieback; in medium planter.
696	Mexican fan palm	17	5	Yes	High	Good form & structure; 25' of brown trunk; in large planter.

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697	Golden yellow trumpet tree	9	4	No	Moderate	Multiple attachments at 7'; fair form & structure; in large planter.
698	Camphor	23	3	Yes	Moderate	Multiple attachments at 8'; good form; long laterals W.; sparse crown; in large planter.
699	Camphor	22	3	Yes	Moderate	Multiple attachments at 8'; one-sided NW.; sparse crown; in large planter.
700	Camphor	22	3	Yes	Moderate	Multiple attachments at 8'; slight lean SE.; in large planter.
701	Willowleaf peppermint	39	3	Yes	Moderate	Codominant trunks at 25'; one-sided & leans NW.in large planter but growing against/destroyed utility box.
702	Willowleaf peppermint	32	3	Yes	Low	Codominant trunks at 25'; one stem w/ strong lean W.; narrow form; in large planter.
703	Willowleaf peppermint	44	3	Yes	Moderate	Multiple attachments at 10'; one-sided & bowed W.; in large planter.
704	Willowleaf peppermint	33	4	Yes	Moderate	Multiple attachments at 25'; one-sided E.; in large planter.
705	Chinese elm	22	4	Yes	Moderate	Multiple attachments at 8'; one-sided NW.; in large planter but very close to bldg.
706	Saucer magnolia	3,3,2,2,2	3	No	Moderate	Multiple attachments at base; one-sided S.; dieback; in large planter.
707	Saucer magnolia	6,4,3,3,3	3	No	Moderate	Multiple attachments at base; one-sided E.; dieback; in large planter.
708	Saucer magnolia	3,2,2	2	No	Low	Small crown; dieback; in large planter.
709	Saucer magnolia	5,4	4	No	Moderate	Codominant trunks at 3'; good form; dieback; in large planter.

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710	Victorian box	6,5,4,4,4,3,3	3	No	Moderate	Multiple attachments at base; upright form; stem failed W.; in large planter.
711	Victorian box	5,5,4,4,4,3,3,3,3	3	No	Moderate	Multiple attachments at base; upright form; twig dieback; in large planter.
712	Karo	3,2,1,1,1	4	No	High	Multiple attachments at base; large shrub; in large planter.
713	Blackwood acacia	20	3	Yes	Low	Codominant trunks at 12'; poor structure; in large planter.
714	Karo	2,2,2,1,1,1	5	No	High	Multiple attachments at base; large shrub; in large planter.
715	Karo	2,2,1,1	5	No	High	Multiple attachments at base; large shrub; in large planter.
716	Victorian box	6,4,3,2,2	3	No	Low	Multiple attachments at base; upright form; moderate dieback; in large planter.
717	Victorian box	4,3,3,3,2,2	3	No	Moderate	Multiple attachments at base; upright form; dieback; in large planter.
718	Victorian box	4,4,4,4,3,3,2	3	No	Moderate	Multiple attachments at base; upright form; dieback; in large planter.
719	Manna gum	70	4	Yes	Moderate	Multiple attachments at 15'; good, upright form; slightly sparse crown; in large planter.
720	London plane	17	4	Yes	Moderate	Multiple attachments at 10'; narrow form; in large planter but close to sidewalk.
721	London plane	16	4	Yes	Moderate	Multiple attachments at 7'; one-sided S.; in large planter but close to bldg.
722	London plane	6	3	No	Moderate	Crowded I; leans S.; in large planter but close to patio.

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723	London plane	8	4	No	High	Small crown; slight lean W.; in large planter but close to patio.
724	London plane	10	4	No	High	Slight lean W.; displaced patio 3"; in large planter but close to patio.
725	African fern pine	5	3	No	Moderate	One-sided E. away from bldg.; in large planter but very close to bldg.
726	African fern pine	6	3	No	Moderate	One-sided E. away from bldg.; in large planter but very close to bldg.
727	African fern pine	4	4	No	Moderate	Small crown.; in large planter but very close to
728	Western sycamore	18	4	Yes	High	Slight lean SW.; good form & structure; in large planter.
729	African fern pine	2	3	No	Moderate	Suppressed; slight sweep in trunk; in large planter but very close to bldg.
730	African fern pine	3	3	No	Moderate	Suppressed; one-sided S.; in large planter but very close to bldg.
731	Japanese maple	4,3,3	4	No	High	Multiple attachments at 2'; good form; twig dieback; in medium planter.
732	London plane	14	4	No	Moderate	Multiple attachments at 10'; fair form; displaced patio 3"; surrounded by patio.
733	London plane	15	4	Yes	Moderate	One-sided SW.; displaced patio 6"; surrounded by patio.
734	London plane	7	4	No	Moderate	Slight lean & nw sided SW.; in small planter.
735	London plane	5	4	No	Moderate	Slight crook in upper crown; in medium planter.
736	London plane	8	4	No	Moderate	Good form & structure; in large planter but close to patio.
737	Crape myrtle	5	4	No	High	Narrow form; in medium planter.

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738	Crape myrtle	5	4	No	High	Narrow form; in medium planter.
739	Crape myrtle	5	4	No	High	Narrow form; Slightly one-sided N.; in medium planter.
740	Chinese elm	30	4	Yes	Moderate	Codominant trunks at 6"; fair form & structure; displaced asphalt 8"; surrounded by asphalt.
741	Japanese maple	4,4,4,4,3,3,2	5	No	High	Multiple attachments at 3'; good form; in large planter.
742	Japanese maple	4,4,4,3,3,2,2	4	No	High	Multiple attachments at 3'; good form; twig dieback; in large planter.
743	Evergreen pear	10	4	No	Moderate	Multiple attachments at 7'; fair form & structure; in large planter.
744	Japanese maple	6,6,6,5,5,4,4,4	5	No	High	Multiple attachments at 3'; good form; minor dieback; in large planter.
745	Crape myrtle	5	5	No	High	Multiple attachments at 4'; good form; in large planter.
746	Coast live oak	23	5	Yes	High	Multiple attachments at 7'; good form & structure; in large planter.
747	Removed	--	--	No	--	--
748	Citrus	4,3,3	4	No	Moderate	One-sided W.; close to bldg.; in small planter.
749	Pomelo	2,2,2,1,1	3	No	Moderate	One-sided W.; fair structure; close to bldg.; in small planter.
750	Key lime	4,3,2,2,1	4	No	Moderate	One-sided & leans W.; fair structure; close to bldg.; in small planter.
751	Citrus	3,3,3,3	3	No	Moderate	One-sided W.; fair structure; close to bldg.; in small planter.

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752	Chinese elm	16	3	Yes	Moderate	Multiple attachments at 7'; good form; sparse crown.; in medium planter.
753	Chinese elm	9	3	No	Moderate	Codominant trunks at 7'; good form; sparse crown.; in medium planter.
754	Bottlebrush	8,6,5,4	3	No	Moderate	Multiple attachments at base; one-sided NW.; Ganoderma; in large planter.
755	Coast live oak	27	4	Yes	Moderate	Multiple attachments at 10'; good form; one stem forms lateral SW.; in medium island.
756	Coast live oak	19	3	Yes	Moderate	Multiple attachments at 10'; good form; dieback; in medium island.
757	Bottlebrush	6	3	No	Moderate	Fair form & structure; in medium island.
758	Red ironbark	24	3	Yes	Moderate	Narrow form; moderate dieback; in medium island.
759	Water gum	2	3	No	Moderate	Small, sparse crown; in medium island.
760	Water gum	3	3	No	Low	Small, sparse crown; leans E.; in medium island.
761	Water gum	7	4	No	Moderate	Good form & structure; slightly sparse crown; in medium island.
762	Water gum	7	3	No	Moderate	Good form & structure; sparse crown; in medium island.
763	Water gum	7	4	No	Moderate	Good form & structure; slightly sparse crown; in medium island.
764	Water gum	4,3,3	3	No	Moderate	Good form & structure; sparse crown; in medium island.
765	Water gum	4	3	No	Moderate	Good form & structure; sparse crown; in medium island.
766	Water gum	4	4	No	Moderate	Good form & structure; slightly sparse crown; in medium island.

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767	Water gum	4	3	No	Moderate	Good form & structure; sparse crown; in medium island.
768	Water gum	3	3	No	Moderate	Good form & structure; sparse crown; in medium island.
769	Removed	--	--	No	--	--
770	Water gum	4	3	No	Moderate	Good form & structure; slightly sparse crown; in medium island.
771	Water gum	4	3	No	Moderate	Good form & structure; slightly sparse crown; in medium island.
772	Water gum	4	3	No	Moderate	Good form & structure; sparse crown; in medium island.
773	Water gum	2	3	No	Moderate	Good form & structure; sparse crown; in medium island.
774	Water gum	3	3	No	Moderate	Good form & structure; sparse crown; in medium island.
775	Water gum	3	4	No	Moderate	Good form & structure; slightly sparse crown; in medium island.
776	Coast redwood	19	3	Yes	Moderate	Good form & structure; sparse crown; in medium island.
777	Removed	--	--	No	--	--
778	Chinese elm	2	5	No	High	Upright, narrow form; in large planter.
779	Bottlebrush	13	3	No	Moderate	Multiple attachments at 6'; fair form & structure; in large island.
780	Bottlebrush	14	3	No	Moderate	Multiple attachments at 6'; fair form & structure; in large island.

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781	Evergreen pear	7,5,4	3	No	Moderate	Multiple attachments at 3'; upright form; dieback; in large island.
782	Evergreen pear	8	2	No	Low	No tag , in courtyard; declining; in medium island.
783	Evergreen pear	9	3	No	Moderate	No tag , in courtyard; fair form & structure; in medium island.
784	Evergreen pear	6	2	No	Low	No tag , in courtyard; small, sparse crown; in medium island.
785	Evergreen pear	8	3	No	Moderate	No tag , in courtyard; fair form & structure; in medium island.
786	Southern magnolia	17	2	Yes	Low	No tag , in courtyard; dead top; in medium island.
787	Evergreen pear	11	3	No	Moderate	Multiple attachments at 7'; fair form & structure; in medium island.
788	American elm	38	2	Yes	Low	Codominant trunks at 10'; moderate dieback; fill at base; displaced asphalt 6"; in medium island.
789	Silver dollar gum	15	3	Yes	Moderate	Suppressed; crown bowed NW.; crown reduced; in medium island.
790	Silver dollar gum	24	4	Yes	Moderate	Good form & structure; slightly sparse crown; in medium island.
791	Silver dollar gum	19	3	Yes	Moderate	Multiple attachments at 8'; topped; in medium island.
792	River she-oak	25	4	Yes	High	Good, upright form & structure; in large island.
793	Valley oak	9	4	No	Moderate	Narrow form; dieback; in medium island.
794	Coast redwood	8	5	No	High	Good young tree; in large planter.
795	Olive	17,13	3	Yes	Moderate	Codominant trunks at 1'; crack forming in attachment; dieback; in large planter.

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796	Olive	15	3	Yes	Moderate	One stem remains; dieback; in large planter.
797	Coast redwood	4	3	No	Moderate	Good form; sparse crown; in large planter.
798	Olive	15,12	4	Yes	Moderate	Codominant trunks at 3'; crack one-sided W. M; dieback; in large planter.
799	Coast redwood	4	3	No	Moderate	Good form; sparse crown; in large planter.
800	Coast redwood	4	3	No	Moderate	Good form; sparse crown; in large planter.
801	Coast live oak	33	4	Yes	Moderate	Codominant trunks at 5' & 10'; seam in attachment; good form, fair structure; in large island.
802	Olive	17,13	4	Yes	Moderate	Codominant trunks at 4'; upright form; twig dieback; in medium planter but close to curb.
803	Olive	25	4	Yes	Moderate	Codominant trunks at 6'; upright form; dieback in upper crown; in medium planter but close to curb.
804	Blue Atlas cedar	20	4	Yes	Moderate	Multiple attachments at 10'; upright form; in large planter.
805	Removed	--	--	Yes	--	--
806	Red oak	1	0	No	--	Dead.
807	Coast redwood	2	3	No	Moderate	Good form; sparse crown; in large planter.
808	Coast live oak	13,13,11,9	4	Yes	High	Multiple attachments at base; stems lean away from each other; in large planter.
809	Coast live oak	9,7,5	3	Yes	Moderate	Multiple attachments at 3'; narrow form; in large planter.
810	Olive	19	4	Yes	Moderate	Codominant trunks at 15'; upright form; dieback; in large planter.
811	Olive	18	3	Yes	Low	Crown bowed W.; dieback in upper crown; in large planter.

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812	Olive	20	4	Yes	High	Codominant trunks at 8'; good, upright form; dieback; in large planter.
813	Olive	12,11	3	Yes	Moderate	Codominant trunks at 2'; northern stem w/ sunscald; dieback; in large planter but close to utilities.
814	Hollywood juniper	4,4,3,3	3	No	Moderate	Multiple attachments at base; narrow form; in large planter but against wall.
815	Victorian box	4,3,3,2,2	3	No	Moderate	Multiple attachments at base; twig dieback; in large planter.
816	Victorian box	6,4,4,2	3	No	Low	Multiple attachments at base; one stem dead; in large planter.
817	Removed	--	--	Yes	--	--
818	Red oak	5	5	No	High	Good young tree; in large planter.
819	Red oak	5	5	No	High	Good young tree; in large planter.
820	Red ironbark	29	4	Yes	Moderate	Codominant trunks at 20'; good form; dieback; in large island.
821	Removed	--	--	Yes	--	--
822	Removed	--	--	No	--	--
823	Coast redwood	7	5	No	High	Good form & structure; in large planter.
824	Coast live oak	6	5	No	High	Good form & structure; in large planter.
825	Coast live oak	11	5	Yes	High	Multiple attachments at 7'; good form & structure; in large planter.
826	Raywood ash	22	3	Yes	Low	Multiple attachments at 10'; moderate dieback; in large planter but against sidewalk.

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827	Coast redwood	8	2	No	Low	Good form & structure; minor dieback; in large planter; topped at 10'.
828	Coast redwood	6	4	No	High	Good form & structure; minor dieback; in large planter.
829	Ginkgo	7	1	No	Low	Dead top; in large planter.
830	Coast redwood	4	5	No	High	Good form & structure; in large planter.
831	Coast redwood	30	3	Yes	Moderate	Good form & structure; sparse crown; in medium planter.
832	Coast redwood	15	3	Yes	Moderate	Narrow form; sparse crown; in large planter.
833	Coast redwood	32	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk.
834	Coast redwood	24	3	Yes	Moderate	Slight lean W.; sparse crown; in large planter.
835	Coast redwood	15	3	Yes	Low	Topped for overhead utilities; sparse crown; in large planter but close to sidewalk.
836	Coast redwood	15	3	Yes	Low	Good form & structure; sparse crown; in large planter.
837	Coast redwood	27	3	Yes	Low	Topped for overhead utilities; sparse crown; in large planter but close to sidewalk.
838	Coast redwood	17	3	Yes	Low	Topped; sparse crown; in planter.
839	Coast redwood	13	3	No	Low	Topped for overhead utilities; sparse crown; in large planter.
840	Removed	--	--	No	--	--
841	Coast redwood	22	3	Yes	Low	Topped for overhead utilities; sparse crown; in large planter.
842	Coast redwood	31	3	Yes	Moderate	Topped for overhead utilities; in large planter.

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843	Coast redwood	27	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk.
844	Coast redwood	13	3	No	Low	Topped for overhead utilities; in large planter but close to sidewalk.
845	Coast redwood	20	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk & utility box.
846	Coast redwood	22	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk & utility box.
847	Coast redwood	18	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk & utility box.
848	Coast redwood	8	2	No	Low	Topped for overhead utilities; narrow form; in large planter but close to sidewalk.
849	Coast redwood	23	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk.
850	Coast redwood	28	3	Yes	Low	Topped; in large planter but close to curb.
851	Coast redwood	21	3	Yes	Moderate	Good form & structure; in large planter.
852	Coast redwood	24	3	Yes	Moderate	Good form & structure; in large planter.
853	Coast redwood	14	3	No	Low	Good form & structure; dead top; in large planter.
854	Coast redwood	34	3	Yes	Moderate	Good form & structure; sparse crown; in large planter but close to curb.
855	Coast redwood	35	4	Yes	Moderate	Good form & structure; good foliage density; in large planter.
856	Coast redwood	16	3	Yes	Moderate	One-sided N.; sparse crown; in large planter.
857	Coast redwood	23	3	Yes	Moderate	One-sided N.; sparse crown; in large planter but close to sidewalk.

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858	Coast redwood	34	3	Yes	Moderate	Narrow form; slightly sparse crown; in large planter.
859	Coast redwood	36	3	Yes	Moderate	One-sided NW.; slightly sparse crown; in large planter.
860	Coast redwood	23	3	Yes	Moderate	One-sided S.; sparse crown; in large planter.
861	Coast redwood	23	3	Yes	Low	Very sparse crown; in large planter.
862	Coast redwood	22	3	Yes	Low	Dead top; very sparse crown; in large planter.
863	Coast redwood	24	3	Yes	Low	Very sparse crown; in large planter.
864	Coast redwood	30	3	Yes	Low	Slight sweep S.; sparse crown; in large planter.
865	Coast redwood	19	3	Yes	Low	Very sparse crown; in large planter.
866	Coast redwood	23	3	Yes	Low	Narrow form; sparse crown; displaced curb & asphalt 3"; in small island.
867	Coast redwood	37	3	Yes	Low	Good form; sparse crown; displaced curb & asphalt 3"; in small island.
868	Coast redwood	19	2	Yes	Low	Very sparse crown; in medium island.
869	Victorian box	4,4,4,4,3,2,2	4	No	Moderate	Multiple attachments at 1'; one-sided N.; in large planter.
870	London plane	1	4	No	Moderate	Good young tree; basal wounds; in medium island.
871	Tuliptree	8	3	No	Moderate	Small crown; dieback; in medium island.
872	London plane	3	4	No	High	Good young tree; girdling root; in medium island.
873	Coast redwood	26	2	Yes	Low	Sweeps S. from base; very sparse crown; in medium island.
874	Coast redwood	26	3	Yes	Low	Dead top; very sparse crown; in medium island.
875	Coast redwood	38	3	Yes	Low	Very sparse crown; in medium island.

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876	London plane	7	5	No	High	Good young tree; in medium island.
877	Tuliptree	7	4	No	Moderate	Small crown; good form; in medium island.
878	Tuliptree	9	4	No	Moderate	Small crown; fair form & structure; in medium island.
879	London plane	4	4	No	High	Good young tree; very dry; in medium island.
880	Raywood ash	23	4	Yes	High	Multiple attachments at 20'; good form & structure; in medium island.
881	Coast redwood	20	3	Yes	Moderate	One-sided E.; sparse crown; in large planter.
882	Coast redwood	31	4	Yes	Moderate	One-sided N.; good foliage density; in large planter.
883	Coast redwood	32	3	Yes	Moderate	One-sided SE.; sparse crown; in large planter.
884	Coast redwood	54	4	Yes	Moderate	One-sided W.; slightly sparse crown; in large planter.
885	Coast redwood	41	3	Yes	Moderate	Lost top; sparse crown; in large planter.
886	White birch	13	4	No	Moderate	No tag ; good form; twig dieback; in medium planter.
887	White birch	13	4	No	Moderate	No tag ; good form; twig dieback; in medium planter but close to bldg.
888	White birch	12	2	No	Moderate	No tag ; dead top; in medium planter but close to bldg.
889	Japanese maple	7,7,5,5,4	4	No	High	Multiple attachments at 1'; good form; in medium planter.
890	Japanese maple	8,8,6	4	No	Moderate	Multiple attachments at 1'; crowded & one-sided N.; in medium planter.
891	Coast redwood	40	3	Yes	Moderate	Lost top; small, sparse crown; in large planter.

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892	Coast redwood	40	4	Yes	Moderate	Good form; sparse crown; in large planter.
893	Coast redwood	43	4	Yes	High	Good form; good foliage density; in large planter.
894	Coast redwood	26	3	Yes	Moderate	Lost top; sparse crown; in large planter.
895	Coast redwood	31	3	Yes	Moderate	Narrow form; sparse crown; in large planter.
896	Coast redwood	4,3	3	No	Moderate	Codominant trunks at 1'; sparse crown; in large planter.
897	Coast redwood	4,3	4	No	Moderate	Multiple attachments at 1'; one-sided S.; in large planter.
898	Hollyleaf cherry	8,8,6,5	2	No	Low	Multiple attachments at 1'; some stems dead; in large planter.
899	Coast live oak	16	4	Yes	Moderate	Codominant trunks at 6'; narrow form; in large planter but growing against fence.
900	Chinese elm	12	4	No	High	Codominant trunks at 6'; good form & structure; in large planter.
901	Valley oak	7	3	No	Low	Crowded; small crown; in large planter but close to fence.
902	Coast live oak	18	3	Yes	Moderate	Multiple attachments at 8'; good form; embedded fence; in large planter but growing against fence.
903	Photinia	4,3	3	No	Moderate	Large shrub; in large planter.
904	Victorian box	5,4,4,4,3	3	No	Moderate	Multiple attachments at 1'; twig dieback; in large planter.
905	Victorian box	4,4,3,2	3	No	Moderate	Multiple attachments at 1'; twig dieback; in large planter.
906	Coast redwood	29	1	Yes	Low	All but dead; in large planter but close to sidewalk.

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907	Coast redwood	28,22	2	Yes	Low	Codominant trunks at 1'; one-sided S.; very sparse crown; in large planter but close to curb.
908	Coast live oak	23	3	Yes	Low	Multiple attachments at 10'; poor form & structure; growing over curb.
909	Xylosma	15	4	Yes	Moderate	Large shrub; in medium planter.
910	Xylosma	15	3	Yes	Moderate	Large shrub; narrow form; displaced curb 2"; in medium planter.
911	Xylosma	14	3	No	Moderate	Large shrub; narrow form; in medium planter.
912	Xylosma	15	3	Yes	Low	Large shrub; embedded fence; in medium planter.
913	Xylosma	13	3	No	Moderate	Large shrub; leans W.; in medium planter.
914	Xylosma	12,10	3	Yes	Low	Large shrub; poor form; in medium planter.
915	Xylosma	14	3	No	Moderate	Large shrub; narrow form; in medium planter.
916	Xylosma	15	3	Yes	Moderate	Large shrub; narrow form; in medium planter.
917	Xylosma	16	3	Yes	Moderate	Large shrub; one-sided N.; displaced curb 3"; in medium planter.
918	Xylosma	9	3	No	Moderate	Large shrub; suppressed & leans W.; in medium planter.
919	Xylosma	11,9	3	No	Moderate	Large shrub; suppressed & leans E.; in medium planter.
920	Xylosma	10	3	No	Low	Large shrub; suppressed; crown bowed W.; in medium planter.
921	Xylosma	8	3	No	Low	Large shrub; suppressed & leans E. to horizontal; in medium planter.
922	Xylosma	11,11	3	Yes	Moderate	Large shrub; in medium planter.
923	Xylosma	7	3	No	Moderate	Large shrub; narrow form; in medium planter.

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924	Xylosma	9	3	No	Low	Large shrub; suppressed & leans E.; in medium planter.
925	Xylosma	7	3	No	Low	Large shrub; suppressed; crook at 3'; in medium planter.
926	Xylosma	7	3	No	Low	Large shrub; suppressed; crook at 3'; in medium planter.
927	Flowering cherry	18	3	Yes	Low	Multiple attachments at 5'; one-sided S.; in large planter.
928	White birch	13	3	No	Low	No tag ; topped; dieback; in medium planter.
929	White birch	14	3	No	Low	No tag ; topped; dieback; in medium planter.
930	Japanese maple	3,2,2	4	No	High	Multiple attachments at 1'; good form; in medium planter.
931	White birch	10	2	No	Low	Dead top; in large planter.
932	White birch	9	2	No	Low	Dead top; basal decay; in large planter.
933	White birch	9	3	No	Moderate	Crowded; one-sided N.; in large planter.
934	Japanese maple	3,2,2	4	No	Moderate	Multiple attachments at 1'; growing under eve; in medium planter.
935	Removed	--	--	No	--	--
936	Removed	--	--	No	--	--
937	Removed	--	--	No	--	--
938	Coast live oak	34	4	Yes	Moderate	Multiple attachments at 3'; seam in attachment; sparse crown; in large planter.
939	Coast live oak	31	4	Yes	Moderate	Multiple attachments at 5'; upright form; sparse crown; in large planter.

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940	Coast redwood	25	4	Yes	Moderate	Good form & structure; slightly sparse crown; in large planter.
941	Coast redwood	21	3	Yes	Moderate	Narrow form; slightly sparse crown; in large planter.
942	Glossy privet	12,10,9	2	Yes	Low	Multiple attachments at 2'; dead top; in large planter.
943	Glossy privet	9,7,6	2	No	Low	Multiple attachments at 2'; dead top; in large planter.
944	Coast live oak	11,10	4	Yes	Moderate	Codominant trunks at 3'; one-sided & leans N.; in large planter.
945	Coast live oak	22	4	Yes	High	Codominant trunks at 10'; good form & structure; in large planter.
946	Removed	--	--	No	--	--
947	Removed	--	--	No	--	--
948	Glossy privet	8,7,5,5	2	No	Low	Multiple attachments at 2'; leans S.; some stems dead; in large planter.
949	Italian alder	12	3	No	Moderate	Good form; slight lean S.; in large planter but close to bldg.
950	Toyon	7	3	No	Low	Strong lean S.; dieback; in large planter.
951	Coast live oak	19,9	4	Yes	Moderate	Codominant trunks at 1'; seam in attachment; upright, narrow form; in large planter.
952	Coast live oak	20	3	Yes	Moderate	Codominant trunks at 10'; leans S.; in large
953	Coast live oak	15	3	Yes	Moderate	Codominant trunks at 12'; crowded & one-sided W.; in large planter.
954	Coast live oak	11	3	Yes	Moderate	Codominant trunks at 7'; crowded & one-sided W.; in large planter.

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955	American elm	26,20,13,12	3	Yes	Moderate	Multiple attachments at 2'; good, upright form; in large planter.
956	Coast live oak	21,15	4	Yes	Moderate	Codominant trunks at 3'; seam in attachment; one-sided W.; in large planter.
957	Coast redwood	12	4	No	Moderate	Crowded; one-sided W.; in large planter.
958	Coast redwood	4	4	No	High	Good young tree; slightly sparse crown; in large planter.
959	Coast redwood	6	4	No	Moderate	Sweeps from base; slightly sparse crown; in large planter.
960	Blue oak	1	5	No	High	New planting; staked tight; in large planter.
961	Blue oak	1	5	No	High	New planting; staked tight; in large planter.
962	White birch	4	4	No	Moderate	Good young tree; in large planter.
963	Coast live oak	7,4,3	3	No	Moderate	Multiple attachments at 1'; one-sided NE.; in large planter but close to sidewalk.
964	Coast live oak	13	3	Yes	Low	Codominant trunks at 2'; narrow form; in large planter but close to sidewalk.
965	Coast live oak	10	3	Yes	Low	Crowded; leans N. over road; in large planter but close to sidewalk.
966	Coast live oak	11	3	Yes	Moderate	Narrow form; in large planter.
967	Coast live oak	3,3,2	3	No	Moderate	Multiple attachments at 1'; one-sided NE.; in large planter.
968	Coast live oak	13	3	Yes	Moderate	Crowded; crown bowed NW. over road; in large planter.
969	Coast live oak	7	3	No	Low	Small, high crown; leans NE.; in large planter.
970	Coast live oak	10	3	Yes	Moderate	Small crown; leans N.; in large planter.

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971	Coast live oak	12	3	Yes	Moderate	Codominant trunks at 8'; narrow form; in large planter.
972	Coast live oak	25	4	Yes	Moderate	Codominant trunks at 6'; corrected lean NW.; in large planter.
973	Pecan	31	4	Yes	Moderate	Codominant trunks at 6'; narrow form; moderate dieback; in large planter.
974	Coast redwood	30	4	Yes	Moderate	Good form & structure; sparse crown; in small island.
975	Calif. incense cedar	5	3	No	Moderate	Suppressed; lost top; in large planter but close to sidewalk.
976	Coast live oak	2,1	3	No	Moderate	Suppressed; small crown; in large planter but close to sidewalk.
977	Monterey pine	28	4	Yes	Moderate	Upright form; high crown; dieback; in large planter.
978	Coast live oak	9	3	No	Moderate	Crowded I; leans NW.; in large planter but close to sidewalk.
979	Coast live oak	7,6	3	No	Low	Suppressed; leans N. over road; in large planter but close to sidewalk.
980	Coast live oak	10	4	Yes	Moderate	Crowded; upright form; in large planter.
981	Coast live oak	18	3	Yes	Moderate	Suppressed; leans N. over road; in large planter but close to sidewalk.
982	Coast live oak	31	4	Yes	Moderate	Multiple attachments at 10'; one-sided W.; cabled; in large planter.
983	Coast live oak	31	3	Yes	Moderate	Multiple attachments at 5'; one-sided S.; in large planter.
984	Coast live oak	9	3	No	Moderate	Crowded; leans & one-sided W.; in large planter.
985	Coast live oak	11	4	Yes	Moderate	Crowded; upright form; in large planter.

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986	Coast live oak	15	3	Yes	Moderate	Codominant trunks at 12'; included bark; leans W.; in large planter.
987	Coast live oak	13,6	3	Yes	Moderate	Codominant trunks at 1'; one-sided N.; in large planter.
988	Coast live oak	14	3	Yes	Moderate	Suppressed; leans NW. over road; in large planter but close to sidewalk.
989	Coast live oak	11	3	Yes	Low	Crowded; upright form; moderate dieback; in large planter.
990	Coast live oak	12	4	Yes	Moderate	Crowded; upright, narrow form; dieback; in large planter.
991	Coast live oak	37	3	Yes	Moderate	Multiple attachments at 4'; seams in attachments; one-sided S.; in large planter.
992	Coast live oak	6	3	No	Low	Crowded; small crown; dieback; in large planter.
993	Coast live oak	21	3	Yes	Low	Multiple attachments at 5'; one-sided S.; moderate dieback; in large planter.
994	Coast live oak	12	4	Yes	Moderate	Crowded; slight lean N; in large planter.
995	Coast live oak	11	3	Yes	Moderate	Crowded; slight lean W.; sparse crown; in large planter.
996	Coast live oak	7,5	3	No	Moderate	Crowded; small crown; in large planter.
997	Xylosma	9,5	3	No	Low	Codominant trunks at 1'; poor form; in large planter.
998	Coast live oak	19	4	Yes	Moderate	Multiple attachments at 10'; slightly one-sided N; twig dieback; in large planter.
999	Coast live oak	8	3	No	Low	Crowded; small, sparse ; in large planter.
1000	Xylosma	12	3	No	Low	Codominant trunks at 4'; poor form; in large planter.

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1001	Evergreen ash	17	3	Yes	Moderate	Codominant trunks at 5'; upright form; sparse crown; in large planter.
1002	Coast live oak	33	4	Yes	Moderate	Asymmetric form; minor dieback; in large planter.
1003	Red oak	5	3	No	Moderate	Crowded; one-sided S.; in medium planter.
1004	Xylosma	14,10	3	Yes	Moderate	Codominant trunks at 1' & 5'; twig dieback; in large planter.
1005	Coast live oak	13,13	4	Yes	Moderate	Codominant trunks at base; one-sided W.; dieback; in large planter.
1006	Coast live oak	13	3	Yes	Low	Leans W. over sidewalk; in large planter.
1007	Coast live oak	10	2	Yes	Low	Very narrow form; in large planter.
1008	Coast live oak	12,11,8,7	3	Yes	Moderate	Multiple attachments at 3'; one-sided N.; in large planter.
1009	Coast live oak	36	3	Yes	Moderate	Codominant trunks at 5'; upright form; cavities; in large planter.
1010	Coast live oak	45	3	Yes	Moderate	Multiple attachments at 15'; one-sided SW.; basal cavity w/ decay; in large planter.
1011	Blackwood acacia	6	3	No	Low	Upright form; moderate dieback; in large planter.
1012	Blackwood acacia	16	3	Yes	Low	Upright form; moderate dieback; in large planter.
1013	Coast live oak	5,3	3	No	Moderate	Codominant trunks at 5'; small crown; broken branch; in large planter.
1014	Blackwood acacia	24	1	Yes	Low	Mostly dead; in large planter.
1015	Coast live oak	10	3	Yes	Moderate	Crook at 10'; poor form; in large planter.
1016	Coast live oak	12	4	Yes	Moderate	One-sided W.; in large planter.
1017	Coast live oak	25	4	Yes	High	Codominant trunks at 6'; narrow attachment; one-sided & slight lean E.; in large planter.

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1018	Coast live oak	9,5	3	Yes	Low	Suppressed; crown bowed E.; in large planter.
1019	Xylosma	6	3	No	Low	Suppressed; poor form; in large planter.
1020	Blackwood acacia	22	3	Yes	Moderate	Codominant trunks at 7'; upright form; in large planter.
1021	Calif. bay	13,11	3	Yes	Moderate	Codominant trunks at 1'; crowded but upright; in large planter.
1022	Blackwood acacia	17,12	3	Yes	Low	Codominant trunks at base; leans E.; root cut on tension side; in large planter.
1023	Italian buckthorn	4	3	No	Moderate	Crowded; narrow form; in large planter.
1024	Coast live oak	7	3	No	Low	Codominant trunks at 10'; narrow form; in large planter.
1025	Coast live oak	7	3	No	Low	Suppressed; one-sided W.; in large planter.
1026	Removed	--	--	No	--	--
1027	Coast live oak	17	3	Yes	Moderate	Codominant trunks at 5'; narrow form; slightly sparse crown; in large planter.
1028	Coast live oak	12	3	Yes	Moderate	Crowded; leans N.; slightly sparse crown; in large planter.
1029	Valley oak	6	2	No	Low	Upright; small crown; dieback; in large planter.
1030	Removed	--	--	No	--	--
1031	Coast live oak	14,12,10	4	Yes	Moderate	Multiple attachments at 3'; one-sided E.; slightly sparse crown; in large planter.
1032	Blackwood acacia	12	3	No	Low	Upright form; bark checking E.; in large planter.
1033	Coast live oak	15	3	Yes	Moderate	Codominant trunks at 7'; one-sided E; in large planter.

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1034	Blackwood acacia	15	3	Yes	Low	Codominant trunks at 7'; narrow attachment; in large planter but close to curb.
1035	Coast live oak	10	3	Yes	Moderate	Crowded; leans SW.; in large planter.
1036	Coast live oak	6	2	No	Low	Suppressed; small crown; in large planter.
1037	Coast live oak	12	3	Yes	Moderate	Codominant trunks at 10'; upright, narrow form; in large planter.
1038	Coast live oak	12	3	Yes	Moderate	Multiple attachments at 7'; upright, narrow form; in large planter.
1039	Coast live oak	12	3	Yes	Moderate	Multiple attachments at 15'; upright, narrow form; in large planter.
1040	Coast live oak	8	3	No	Low	Suppressed; one-sided W.; in large planter.
1041	Valley oak	9	3	No	Moderate	Upright form; small crown; in large planter.
1042	Coast live oak	13	4	Yes	Moderate	Good, upright form; in large planter.
1043	Coast live oak	6	3	No	Low	Suppressed; crown bowed S.; in large planter.
1044	Coast live oak	9,9,7	3	Yes	Low	Multiple attachments at base; one stem upright; other stems lean S.; in large planter.
1045	Coast live oak	8	3	No	Low	Crowded; one-sided W.; in large planter.
1046	Cork oak	12	3	No	Low	Crowded; corrected lean S.; sparse crown; in large planter.
1047	Coast live oak	5,4	3	No	Low	Crowded; small crown; in large planter.
1048	Coast live oak	6,6	3	No	Moderate	Codominant trunks at 3'; crowded & one-sided S.; in large planter.
1049	Cork oak	11	3	No	Low	Multiple attachments at 5'; one-sided S.; sparse crown; in large planter.
1050	Blackwood acacia	12	2	No	Low	Upright form; moderate dieback; in large planter.

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1051	Coast live oak	6	3	No	Moderate	Upright; small crown; in large planter.
1052	Coast live oak	12,8	3	Yes	Moderate	Codominant trunks at base; trunk me sided S.; in large planter.
1053	Coast live oak	12	4	Yes	Moderate	Upright form; in large planter.
1054	Coast live oak	7	3	No	Moderate	Crowded; narrow form; in large planter.
1055	Xylosma	5,4,4	2	No	Low	Multiple attachments at 1'; one stem dead; in large planter.
1056	Xylosma	6,6	2	No	Low	Codominant trunks at base; moderate dieback; aphids; in large planter.
1057	Valley oak	26	3	Yes	Moderate	Codominant trunks at 10'; one-sided S.; cabled to adj. tree; in large planter.
1058	Italian buckthorn	6	3	No	Low	Suppressed; one-sided W.; in large planter.
1059	Valley oak	30	3	Yes	Moderate	Multiple attachments at 15'; good form; sparse crown; cabled to adj. tree; in large planter.
1060	Olive	4,4	3	No	Low	Suppressed; crown bowed W.; dieback; in large planter.
1061	Coast live oak	8	3	No	Moderate	Small crown; good form; in large planter.
1062	Italian buckthorn	5	2	No	Low	Suppressed; small crown; dieback; in large planter.
1063	Coast live oak	9	3	No	Moderate	Upright form; small crown; in large planter.
1064	Coast live oak	10	3	Yes	Moderate	Narrow form; small crown; in large planter.
1065	Coast live oak	5	2	No	Low	Suppressed; small crown; dieback; in large planter.
1066	Coast live oak	8	3	No	Low	Suppressed; crown bowed W. to horizontal; in large planter.
1067	Coast live oak	10,7	3	Yes	Low	Codominant trunks at base; included bark; one-sided SW.; in large planter.

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1068	Coast live oak	9	3	No	Low	Suppressed; small crown; slight lean SE.; in large planter.
1069	Coast live oak	9	3	No	Moderate	Crook at 15'; slight lean SE.; in large planter.
1070	Blackwood acacia	9	3	No	Low	Upright form; very sparse crown; in large planter.
1071	Blackwood acacia	10	3	No	Low	Slight lean SW.; very sparse crown; in large planter.
1072	Blackwood acacia	17	3	Yes	Moderate	Stem removed at base; slight lean W.; sparse crown; in large planter.
1073	Coast live oak	9	3	No	Low	Suppressed; in large planter.
1074	Blackwood acacia	16	3	Yes	Moderate	Codominant trunks at 10'; leans SW.; sparse crown; in large planter.
1075	Coast live oak	10	5	Yes	High	Good young tree; in medium planter.
1076	Coast live oak	12	4	Yes	High	Multiple attachments at 6'; 4 good form, fair structure; in large planter.
1077	Calif. bay	40	2	Yes	Low	Multiple attachments at 15'; extensive trunk decay; in large planter.
1078	Hollywood juniper	9,9	5	No	High	Codominant trunks at 3'; good form w/ branches to ground; in large planter.
1079	Calif. black walnut	46	2	Yes	Low	Codominant trunks at 10'; dead top; in large planter.
1080	Coast live oak	5	5	No	High	Good young tree; in medium planter.
1081	Coast live oak	18	3	Yes	Moderate	Off-site ; growing against fence; one-sided E.; in large planter.
1082	Coast live oak	12	3	Yes	Moderate	Off-site ; growing against fence; leans E.; in large planter.

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1083	Coast live oak	9,9,4	3	Yes	Moderate	Off-site ; multiple attachments at base; embedded fence; in large planter.
1084	Coast live oak	6	3	No	Moderate	Codominant trunks at 3'; suppresses; in large planter.
1085	Coast live oak	14,7,4	3	Yes	Moderate	Multiple attachments at 2'; crowded & one-sided NW.; in large planter.
1086	Coast live oak	15,14,6	3	Yes	Moderate	Multiple attachments at 2'; crowded; narrow form; in large planter.
1087	Coast live oak	22,21,20,15	4	Yes	Moderate	Multiple attachments at 3'; stems intertwined; good form; in large planter.
1088	Coast live oak	12,8,5	3	Yes	Low	Multiple attachments at base; upright, narrow form; in large planter.
1089	Coast live oak	18,17,16	4	Yes	Moderate	Multiple attachments at 3'; seams in attachments; good form; in large planter.
1090	Coast live oak	11,9	3	Yes	Low	Codominant trunks at 2'; suppressed; crown bowed E.; in large planter.
1091	Coast live oak	12,12	3	Yes	Moderate	Codominant trunks at 1'; narrow form; in large planter.
1092	Coast live oak	13,9	3	Yes	Moderate	Codominant trunks at 1'; crowded & one-sided W.; in large planter.
1093	Coast live oak	16	3	Yes	Low	Codominant trunks at 4'; crowded w/ narrow form; in large planter.
1094	Coast live oak	19,13	3	Yes	Moderate	Codominant trunks at 3'; fair form & structure; in large planter.
1095	Coast live oak	20	4	Yes	Moderate	Codominant trunks at 10'; trunk wound; corrected lean; in large planter.

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1096	Coast live oak	8	2	No	Low	Suppressed; poor form & structure; in large planter.
1097	Coast live oak	8	2	No	Low	Suppressed; poor form & structure; in large planter.
1098	Removed	--	--	No	--	--
1099	Coast live oak	19,18,15,15	4	Yes	Moderate	Multiple attachments at 2'; trunk wound E.; good form; in large planter.
1100	Coast live oak	28	4	Yes	Moderate	Codominant trunks at 10'; growing against fence; good form; in large planter.
1101	Coast live oak	23	3	Yes	Low	Growing agonist & embedded fence; poor form; in small planter.
1102	Coast live oak	9	3	No	Low	Crowded; one-sided S.; in large planter.
1103	Coast live oak	15,14,9	4	Yes	Moderate	Multiple attachments at 2'; seams in attachments; good form; in large planter.
1104	Coast live oak	3	3	No	Moderate	Crowded; one-sided S.; sparse crown; in large planter.
1105	Coast live oak	7	3	No	Moderate	Crowded; crown bowed E.; in large planter.
1106	Coast live oak	10	4	Yes	Moderate	Crowded; slight lean E.; in large planter.
1107	Valley oak	33	3	Yes	Moderate	Multiple attachments at 15'; leans S.; fill at base; in large planter.
1108	Coast live oak	7	4	No	Moderate	Good form; sparse crown; in large planter.
1109	Coast live oak	10	5	Yes	High	Good young tree; in large planter.
1110	Coast live oak	23	4	Yes	Moderate	Codominant trunks at 15'; corrected lean S.; in large planter.

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1111	Coast live oak	7	3	No	Low	Suppressed; bowed S. to horizontal; in large planter.
1112	Calif. bay	5	3	No	Low	Suppressed; small, sparse crown; in large planter.
1113	Calif. bay	9	3	No	Low	Codominant trunks at 5'; one-sided S.; in large planter.
1114	Calif. bay	10	3	No	Low	Crowded; one-sided S.; in large planter.
1115	Coast live oak	8	3	No	Low	Suppressed; bowed W.; in large planter.
1116	Coast live oak	19	4	Yes	Moderate	Corrected lean; dense crown; in large planter.
1117	Calif. bay	31	4	Yes	Moderate	Codominant trunks at 8'; corrected lean N.; in large planter.
1118	Calif. bay	7,6,5,5,5,4,4,3	3	No	Moderate	Stump sprout; topped for overhead utilities; multiple attachments at base; in large planter.
1119	Calif. bay	8,7,6,5,5,5,4,4,3	3	Yes	Moderate	Stump sprout; topped for overhead utilities; multiple attachments at base; in large planter.
1120	Calif. bay	9,8,7,7,6,5,5,5,4,4,4	3	Yes	Moderate	Stump sprout; topped for overhead utilities; multiple attachments at base; in large planter.
1121	Flaxleaf paperbark	10	3	No	Moderate	Codominant trunks at 8'; leans W.; in large planter.
1122	Calif. bay	21,19,15	3	Yes	Moderate	Codominant trunks at 2'; sparse crown; in large planter.
1123	Coast live oak	7	3	No	Low	Crowded; one-sided W.; in large planter.
1124	Red ironbark	14	3	No	Low	Poor form & structure; in large planter.
1125	Coast live oak	17,14	3	Yes	Moderate	Codominant trunks at base; topped for overhead utilities; in large planter.
1126	Calif. bay	8,7	3	No	Moderate	Codominant trunks at 2'; topped for overhead utilities; in large planter.

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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1127	Coast live oak	15	3	Yes	Moderate	Sweeps from base; ribs along trunk; in large planter.
1128	Coast live oak	12	3	Yes	Moderate	Crowded; one-sided S.; in large planter.
1129	Coast live oak	23	4	Yes	High	Codominant trunks at 10'; slight lean N.; good form; in large planter.
1130	Flaxleaf paperbark	16,10	3	Yes	Low	Codominant trunks at base; crowded & one-sided N.; in large planter.
1131	Glossy privet	12,10,9,6,6,6	3	Yes	Moderate	Multiple attachments at base; sparse crown; in large planter.
1132	Red oak	10	3	No	Moderate	Crowded; leans SE.; in large planter.
1133	Glossy privet	8	3	No	Moderate	Multiple attachments at 5'; slight lean S.; in large planter.
1134	Glossy privet	6	3	No	Low	Crowded; one-sided S.; in large planter.
1135	Glossy privet	4	3	No	Low	Crowded; leans S.; in large planter.
1136	Glossy privet	5	3	No	Low	Crowded; upright; in large planter.
1137	Glossy privet	5	3	No	Low	Crowded; upright; in large planter.
1138	Glossy privet	3	3	No	Low	Crowded; upright; in large planter.
1139	Red ironbark	22	3	Yes	Low	Leans N.; pruned for overhead utilities; in large planter.
1140	Coast live oak	24	4	Yes	High	Leans SW.; good form; in large planter.
1141	Glossy privet	2	3	No	Low	Crowded; upright; in large planter.
1142	Glossy privet	3,3	3	No	Low	Crowded; crown bowed; in large planter.
1143	Glossy privet	3	3	No	Low	Crowded; upright; in large planter.
1144	Calif. black walnut	18,17,16,14,6,4	3	Yes	Low	Multiple attachments at base; pruned S. for overhead utilities; in large planter.

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1145	Glossy privet	5,3,2	3	No	Low	Crowded; upright; in large planter.
1146	Red oak	3	3	No	Moderate	Crowded; one-sided W.; in large planter.
1147	Glossy privet	10,9,7,7,6,6	3	Yes	Low	Multiple attachments at base; pruned S. for overhead utilities; in large planter.
1148	Glossy privet	4	3	No	Low	Crowded; one-sided E.; in large planter.
1149	Glossy privet	5,5,4,3	3	No	Low	Crowded; one-sided N.; in large planter.
1150	Glossy privet	7,4	3	No	Low	Multiple attachments at base; pruned S. for overhead utilities; in large planter.
1151	Red oak	10	4	No	High	Good, upright form; in large planter.
1152	Red oak	12	5	No	High	Codominant trunks in upper crown; good, upright form; in large planter.
1153	Red oak	5	3	No	Moderate	Crowded; one-sided SW.; in large planter.
1154	Coast live oak	14,7	3	Yes	Moderate	Codominant trunks at base w/ fence embedded between stems; in large planter.
1155	Valley oak	22	4	Yes	High	Off-site ; growing against fence good form; in large planter; extends 15' S. over fence.
1156	Valley oak	26	3	Yes	Moderate	Codominant trunks at 7'; leans S. w/ base outside dripline; in medium planter but close to curb.
1157	Silk tree	11,8,7,7,7,4	4	Yes	High	Multiple attachments at 1'; good form; in medium planter but close to storm drain.
1158	Crape myrtle	4,3,3,2,2,1	5	No	High	Multiple attachments at 1'; good form; in large planter.
1159	Crape myrtle	5,4,4,3,3	4	No	High	Multiple attachments at 1'; one-sided S.; in large planter.

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1160	Silk tree	20,15,14,9,9	4	Yes	High	Multiple attachments at 1'; good form; in medium planter but close to bldg. & sidewalk.
1161	Southern magnolia	14	4	No	Moderate	Multiple attachments at 7'; good form; in large planter.
1162	Southern magnolia	9	4	No	Moderate	Multiple attachments at 5'; sparse crown; good form; in large planter.
1163	Southern magnolia	13	4	No	Moderate	Multiple attachments at 7'; good form; in large planter.
1164	Southern magnolia	15	4	Yes	Moderate	Codominant trunks at 10'; sparse crown; good form; in large planter.
1165	Coast live oak	8,6	3	Yes	Moderate	Codominant trunks at base; topped; in large planter.
1166	Crape myrtle	3,3,3,2,2	4	No	Moderate	Multiple attachments at 1'; narrow form; in large planter.
1167	Coast live oak	10	3	Yes	Moderate	Codominant trunks at 5'; topped; in large planter.
1168	Strawberry tree	2,1,1	3	No	Moderate	Crowded; one-sided N.; in large planter.
1169	Chinese pistache	6	4	No	High	Good form; slight lean E.; in large planter.
1170	Coast redwood	17	4	Yes	Moderate	Slight lean S.; sparse crown; in large planter.
1171	Coast redwood	21	5	Yes	High	Good form & structure; in large planter.
1172	Chinese pistache	5	3	No	Moderate	Fair form; trunk wound; in large planter.
1173	Chinese pistache	1,1,1	3	No	Moderate	Topped; in large planter.
1174	Coast redwood	15	4	Yes	Moderate	Crowded; one-sided N.; in large planter.
1175	Coast redwood	9	3	No	Moderate	Crowded; small, one-sided N.; in large planter.
1176	Coast redwood	15	4	Yes	Moderate	Crowded; one-sided W.; in large planter.
1177	Coast redwood	16	4	Yes	High	Crowded; one-sided SW.; in large planter.

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1178	Canary island pine	28	4	Yes	High	Crowded; slight lean S.; in large planter.
1179	Canary island pine	20	4	Yes	High	Crowded; narrow form; slight lean S.; in large planter.
1180	Coast redwood	14	4	No	High	Crowded; one-sided NE.; in large planter.
1181	Coast live oak	10	3	Yes	Low	Crowded; leans E.; in large planter.
1182	Coast live oak	6,3	3	No	Moderate	Narrow form; in large planter.
1183	Coast live oak	3	2	No	Low	Small, sparse crown; in large planter.
1184	Glossy privet	2,2,1	3	No	Low	Multiple attachments at base; in large planter.
1185	Coast live oak	34	2	Yes	Low	Codominant trunks at 8'; one-sided S.; twig dieback; in large planter.
1186	Coast live oak	4	3	No	Moderate	Small crown; in large planter.
1187	Coast live oak	3	3	No	Moderate	Small crown; in large planter.
1188	Coast live oak	4	3	No	Moderate	Small crown; in large planter.
1189	Coast live oak	6	3	No	Moderate	Small crown; in large planter.
1190	Coast live oak	2	2	No	Low	Small, sparse crown; in large planter.
1191	Coast live oak	18	4	Yes	Moderate	Leans S.; growing against fence; ; in large planter.
1192	Coast live oak	20,16,8	4	Yes	Moderate	Multiple attachments at 3'; leans S.; embedded fence; in large planter.
1193	Coast live oak	18,12	3	Yes	Moderate	Codominant trunks at 3'; narrow form; growing against fence; in large planter.
1194	Coast live oak	23	3	Yes	Moderate	Multiple attachments at 15'; slight lean SE.; growing against fence; n large planter.
1195	Canary Island palm	28	5	Yes	High	Good form & structure; 30' of brown trunk; growing against fence; n large planter.

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1196	Tree of heaven	18	3	Yes	Low	Upright form; growing against fence; n large planter.
1197	Coast live oak	9	3	No	Low	Leans S.; n large planter.
1198	Tree of heaven	14,9	3	Yes	Low	Poor form; growing against fence; n large planter.
1199	Coast live oak	6	3	No	Low	Suppressed; n large planter.
1200	Coast live oak	21	4	Yes	Moderate	Codominant trunks at 10'; upright form; n large planter.
1201	Tree of heaven	12,9	3	Yes	Low	Codominant trunks at 3'; one-sided S.; n large planter.
1202	Coast live oak	7	2	No	Low	Leans S.; trunk wounds; n large planter.
1203	Coast live oak	4	3	No	Low	Suppressed; small crown; n large planter.
1204	Coast live oak	19,11	3	Yes	Moderate	Codominant trunks at 3'; one-sided S.; growing against fence; n large planter.
1205	Coast redwood	15	4	Yes	High	Good form; sparse crown; in large planter.
1206	Red maple	4	3	No	Moderate	One-sided S.; in large planter.
1207	Red maple	5	4	No	Moderate	Good young tree; growing against fence; in medium planter.
1208	Red maple	5	4	No	Moderate	Good young tree; growing against fence; in medium planter.
1209	Red maple	4	4	No	Moderate	Good young tree; growing against fence; in medium planter.
1210	Mulberry	11	4	No	Moderate	Multiple attachments at 6'; leans S.; in medium planter.
1211	Coast redwood	38	4	Yes	High	Good form & structure; pruned for utilities S.; minor dieback; in large planter.

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1212	Tree of heaven	12,10	3	Yes	Low	Codominant trunks at 1'; one-sided S.; n large planter.
1213	Tree of heaven	10	2	No	Low	Narrow form; in large planter.
1214	Coast live oak	18,16	3	Yes	Moderate	Codominant trunks at 2'; fence embedded in N. stem; in; n large planter.
1215	Coast live oak	12	3	Yes	Moderate	Crowded; leans SW.; growing against fence; in large planter.
1216	Coast live oak	7,6,4	3	Yes	Moderate	Multiple attachments at base ; growing against fence; in large planter.
1217	Coast live oak	8,6	3	Yes	Moderate	Codominant trunks at base; growing against fence; in large planter.
1218	Coast live oak	14,10	3	Yes	Moderate	Codominant trunks at 1'; one-sided NE.; in small planter.
1219	Coast live oak	16	4	Yes	Moderate	Codominant trunks at 7'; one-sided S.; in medium planter.
1220	Coast live oak	11,9	4	Yes	High	Codominant trunks at 1'; good form; in large planter but close to curb.
1221	Coast live oak	12	3	Yes	Moderate	Multiple attachments at 6; good form, fair structure; in large planter but close to curb.
1222	Valley oak	9	3	No	Moderate	Multiple attachments at 7'; one-sided N.; dieback; in large planter.
1223	Strawberry tree	4,3,3,2	3	No	Moderate	Multiple attachments at 1'; dieback; in large
1224	Tree of heaven	15	3	Yes	Low	Upright form; in large planter.
1225	Tree of heaven	15,14	3	Yes	Low	Codominant trunks at base; weak attachment; upright form; n large planter.

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1226	Xylosma	9,7	3	No	Moderate	Codominant trunks at base; narrow form; dieback; n large planter.
1227	Xylosma	5	1	No	Low	Topped; n large planter.
1228	Xylosma	10,6	3	No	Moderate	Codominant trunks at base; asymmetric form; dieback; n large planter.
1229	Valley oak	9	4	No	Moderate	Codominant trunks at 10'; upright form; in large planter but close to curb.
1230	Strawberry tree	6,4	3	No	Moderate	Codominant trunks at base; asymmetric form; in large planter.
1231	Coast live oak	10	3	Yes	Moderate	Upright, narrow form; in large planter.
1232	Coast live oak	10	4	Yes	Moderate	High, small crown; in large planter.
1233	Coast live oak	10,9	4	Yes	Moderate	Codominant trunks at base, seam in attachment; in large planter.
1234	Coast live oak	11	4	Yes	High	Upright form; in large planter.
1235	Coast live oak	11	4	Yes	Moderate	Codominant trunks at 5'; seam narrow form; in large planter.
1236	Coast live oak	10,7	3	Yes	Moderate	Codominant trunks at 1'; one-sided & leans W.; in large planter.
1237	Deodar cedar	19,13	4	Yes	Moderate	Codominant trunks at 1'; good form; slightly sparse crown; in large planter.
1238	Strawberry tree	9,9,7,5,5,3	4	Yes	Moderate	Multiple attachments at base; crowded & one-sided NW.; in large planter.
1239	Monterey pine	28	2	Yes	Low	Codominant trunks at 15'; good form; sparse crown; in large planter.
1240	Coast live oak	10	3	Yes	Moderate	Crowded; poor form; in large planter.

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1241	Coast live oak	10	3	Yes	Moderate	Crowded; leans N.; in large planter.
1242	Coast live oak	7	3	No	Moderate	Small, high crown; in large planter.
1243	Valley oak	12	4	Yes	Moderate	Codominant trunks in upper crown; one-sided N.; in large planter.
1244	Coast live oak	26	4	Yes	Moderate	Codominant trunks at 5'; narrow form; in large planter.
1245	Coast live oak	19	4	Yes	Moderate	Crowded; leans S.; in large planter.
1246	Coast redwood	8	4	No	Moderate	Good young tree; crowded; in large planter.
1247	Coast redwood	9	4	No	High	Good young tree; a little crowded; in large planter.
1248	Coast redwood	8	5	No	High	Good young tree; in large planter.
1249	Red oak	17	4	Yes	High	Street tree ; multiple attachments at 15'; good form; in medium planter.
1250	Red oak	3	4	No	High	Good young tree; slight lean N.; in large planter.
1251	Coast redwood	34	4	Yes	High	Good form & structure; slightly sparse in upper crown; in large planter.
1252	Coast redwood	54	4	Yes	High	Good form & structure; slightly sparse in upper crown; in large planter.
1253	Coast redwood	34	3	Yes	Moderate	Crowded; narrow form; sparse crown; in large planter.
1254	Coast redwood	38	4	Yes	Moderate	Narrow form; slightly sparse crown; in large planter.
1255	Coast redwood	32	4	Yes	Moderate	One-sided N.; slightly sparse crown; in large planter.
1256	Red oak	3	3	No	Low	Suppressed; crown bowed W.; in large planter.

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1257	Valley oak	33	4	Yes	Moderate	Codominant trunks at 8'; good form; sparse crown; cabled; in large planter.
1258	Coast redwood	43	4	Yes	Moderate	Narrow form; slightly sparse crown; in large planter.
1259	Coast redwood	36	4	Yes	Moderate	Narrow form; slightly sparse crown; in large planter.
1260	Coast redwood	49	3	Yes	Moderate	Narrow form; sparse crown; in large planter.
1261	Coast redwood	33	4	Yes	Moderate	One-sided S.; slightly sparse crown; in large planter.
1262	Removed	--	--	No	--	--
1263	Ginkgo	9,5,3	3	No	Low	Multiple attachments at base; crowded & one-sided S.; in large planter.
1264	Ginkgo	6	3	No	Low	Suppressed; leans SW; in large planter.
1265	Coast live oak	4	1	No	Low	Mostly dead; in large planter.
1266	Coast live oak	4	4	No	Moderate	Crown bowed W.; in large planter.
1267	Ginkgo	7	3	No	Low	Poor form; moderate dieback; in large planter.
1268	Ginkgo	9,5,4	3	No	Moderate	Multiple attachments at base; moderate dieback; in large planter.
1269	Ginkgo	5,4	3	No	Moderate	Asymmetric form; moderate dieback; in large planter.
1270	Ginkgo	7,5,4	3	No	Moderate	Multiple attachments at 4'; moderate dieback; in large planter.
1271	Ginkgo	6	2	No	Low	Poor form; moderate dieback; in large planter.
1272	Ginkgo	14	4	No	Moderate	Multiple attachments at 4'; windswept S.; dieback; in large planter.

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1273	Chinese pistache	4	5	No	High	Good young tree; in large planter.
1274	Canary island pine	37	4	Yes	Moderate	Codominant trunks at 25'; poor attachment; in large planter.
1275	Canary island pine	34	3	Yes	Moderate	One-sided W.; dieback; in large planter.
1276	Canary island pine	28	3	Yes	Moderate	High crown; in large planter.
1277	Canary island pine	29	3	Yes	Moderate	Crowded; one-sided S.; dieback; in large planter.
1278	Canary island pine	33	4	Yes	High	Slight lean S.; dieback; in large planter.
1279	Red oak	5	3	No	Moderate	Suppressed; poor form; in large planter.
1280	Coast redwood	28	4	Yes	High	Good form & structure; in large planter.
1281	Coast redwood	18	4	Yes	High	Good form & structure; in large planter.
1282	Coast redwood	12	4	No	Moderate	Good form & structure; dieback; in large planter.
1283	Coast redwood	23	4	Yes	Moderate	Crowded; narrow form; dieback; in large planter.
1284	Coast redwood	20	4	Yes	Moderate	Crowded; narrow form; dieback; in large planter.
1285	Coast redwood	21	4	Yes	Moderate	Crowded; one-sided W.; dieback; in large planter.
1286	Coast redwood	25	4	Yes	Moderate	Crowded; narrow form; minor dieback; in large planter.
1287	Coast redwood	16	3	Yes	Moderate	Multiple attachments at 15'; one-sided nw sided W.; dieback; in large planter.
1288	Coast redwood	23	4	Yes	High	Good form; minor dieback; in large planter.
1289	Coast redwood	18	4	Yes	High	Good form; minor dieback; in large planter.
1290	Coast redwood	9	5	No	High	Good young tree; in large planter.
1291	Coast redwood	7	4	No	High	Good young tree; crowded; in large planter.
1292	Coast redwood	20	4	Yes	High	Good form; minor dieback; in large planter.

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1293	Coast live oak	23	3	Yes	Moderate	Codominant trunks at 4'; corrected lean S.; in large planter.
1294	Canary Island palm	40	5	Yes	High	Good form & structure; 15' of brown trunk; in large planter.
1295	Red maple	5	4	No	Moderate	Good young tree; one-sided E.; in large planter.
1296	Red maple	5	4	No	Moderate	Good young tree; one-sided N.; in large planter.
1297	Removed	--	--	No	--	--
1298	Coast redwood	15	4	Yes	Moderate	Good form; dieback; in medium planter.
1299	Sweetgum	12	4	No	Moderate	Codominant trunks at 6'; one-sided N.; in large planter.
1300	Ginkgo	13,9,6	3	Yes	Moderate	Multiple attachments at 4'; one-sided W.; in large planter.
1301	Sweetgum	17	3	Yes	Low	Multiple attachments at 10'; bleeding on lower trunk; in large planter.
1302	Evergreen ash	26,18	4	Yes	Moderate	Codominant trunks at 2' & 15'; good form; displaced curb & asphalt 10"; in large planter but growing against curb.
1303	Removed	--	--	No	--	--
1304	Red maple	3	4	No	High	Good young tree; minor dieback; in large planter.
1305	Sweetgum	19	3	Yes	Moderate	Multiple attachments at 7'; good form; crown reduced; in large planter.
1306	Canary Island palm	30	5	Yes	High	Good form & structure; 20' of brown trunk; in large planter.
1307	Coast live oak	14	4	Yes	Moderate	Street tree; multiple attachments at 8'; good form; sparse crown; in medium planter.

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1308	Red maple	4	4	No	High	Good young tree; in large planter.
1309	Removed	--	--	No	--	--
1310	Chinese pistache	6	5	No	High	Good young tree; in large planter.
1311	Red oak	7	5	No	High	Good young tree; in large planter.
1312	Sweetgum	21	3	Yes	Moderate	Multiple attachments at 7'; good form; crown reduced; in large planter.
1313	Ginkgo	12,11,10,7	3	Yes	Moderate	Multiple attachments at 2'; crowded & one-sided SE.; in large planter.
1314	Sweetgum	21	3	Yes	Moderate	Multiple attachments at 7' poor form; crown reduced; in large planter.
1315	Sweetgum	23	3	Yes	Moderate	Multiple attachments at 20'; one-sided S.; crown reduced; in large planter.
1316	Ginkgo	10,9,7,7,6	3	Yes	Moderate	Multiple attachments at 2'; crowded & one-sided SE.; in large planter.
1317	Sweetgum	17	3	Yes	Moderate	Multiple attachments at 20'; narrow form; crown reduced; in large planter.
1318	Sweetgum	19	4	Yes	Moderate	One-sided S.; in large planter.
1319	Coast live oak	30	3	Yes	Low	Codominant trunks at 7'; one-sided S.; moderate dieback; borer damage; in small planter.
1320	Removed	--	--	No	--	--
1321	Persimmon	15	4	Yes	High	Good, upright form; growing against sidewalk; in small planter.
1322	Bottlebrush	5,3	3	No	Moderate	Codominant trunks at base; small crown; in small planter.

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1323	Carob	29	3	Yes	Moderate	Multiple attachments at 12'; one stem removed; dieback; in medium planter.
1324	Victorian box	2,2,1,1	3	No	Low	Multiple attachments at base; topped; in planter.
1325	Carob	32	3	Yes	Low	Multiple attachments at 10'; one-sided E.; moderate dieback; in large planter.
1326	Victorian box	2,2,1,1	3	No	Low	Multiple attachments at base; suppressed; in large planter.
1327	Carob	32	3	Yes	Moderate	Multiple attachments at 8'; one-sided S.; dieback; in large planter.
1328	Victorian box	2	3	No	Low	Suppressed; in large planter.
1329	Victorian box	2	3	No	Low	Suppressed; trunk wounds; in large planter.
1330	Victorian box	3,3,3	0	No	--	Dead.
1331	Victorian box	2	1	No	Low	Mostly dead; in large planter.
1332	Victorian box	5,3,2,2	2	No	Low	Extensive dieback; in large planter.
1333	Bottlebrush	5	3	No	Moderate	Small crown; in large planter but growing against sidewalk.
1334	Bottlebrush	6,4,3	3	No	Moderate	Multiple attachments at base; in large planter.
1335	Bottlebrush	5,4,4,3	3	No	Moderate	Multiple attachments at base; in large planter.
1336	Bottlebrush	5,4,4	3	No	Moderate	Multiple attachments at base; in large planter.
1337	Coast redwood	8	5	No	High	Good young tree; in large planter.
1338	Bottlebrush	15	4	Yes	Moderate	Codominant trunks at 5'; crown reduced; in large planter.
1339	Bottlebrush	13	3	No	Moderate	Multiple attachments at 5'; fair form & structure; in large planter.

Tree Assessment

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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1340	Bottlebrush	16	3	Yes	Low	Multiple attachments at 5'; one-sided N.; in large planter.
1341	Bottlebrush	15	2	Yes	Low	Codominant trunks at 5'; stems split; Ganoderma; in large planter.
1342	Bottlebrush	16	4	Yes	Moderate	Codominant trunks at 5'; fair form; in large planter.
1343	Bottlebrush	15	3	Yes	Moderate	Multiple attachments at 8'; fair form; in large planter.
1344	Bottlebrush	12	2	No	Low	Poor form & structure; Ganoderma; in large planter.
1345	Bottlebrush	16	2	Yes	Low	Series of failures; poor form & structure; in large planter.
1346	Bottlebrush	14	3	No	Low	Multiple attachments at 6'; good form; Ganoderma; in large planter.
1347	Bottlebrush	14	2	No	Low	Codominant trunks at 2'; stems split; Ganoderma; in large planter.
1348	Valley oak	11,9	3	Yes	Low	Codominant trunks at 2'; Avery one-sided SW.; in large planter but close to bldg.
1349	Deodar cedar	33	3	Yes	Moderate	Upright, narrow form; crown reduced over bldg.; in large planter.
1350	Deodar cedar	33	3	Yes	Moderate	Codominant trunks at 8'; upright, narrow form; one-sided S.; in large planter but close to curb & discord asphalt 6".
1351	Deodar cedar	23	3	Yes	Moderate	Codominant trunks at 20'; upright, narrow form; one-sided W.; in large planter but close to curb.
1352	Removed	--	--	No	--	--
1353	White birch	11	4	No	Moderate	Good form; minor dieback; in large planter.

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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1354	White birch	7	4	No	Moderate	Slight lean; minor dieback; in large planter.
1355	White birch	8	3	No	Moderate	Crook & lean; dieback; in large planter.
1356	White birch	11	4	No	Moderate	Good form; minor dieback; in large planter.
1357	White birch	8	4	No	Moderate	Good form; minor dieback; in large planter.
1358	White birch	4	2	No	Low	Moderate dieback; basal decay; in large planter.
1359	White birch	4	2	No	Low	Leans; moderate dieback; in large planter.
1360	White birch	7	3	No	Low	Good form; moderate dieback; in large planter.
1361	Removed	--	--	No	--	--
1362	White birch	6	2	No	Low	Good form; moderate dieback; in large planter.
1363	White birch	5	2	No	Low	Poor form; dead top; in large planter.
1364	White birch	4	4	No	Moderate	Good form; minor dieback; in large planter.
1365	White birch	4	3	No	Moderate	Good young tree; minor dieback; in large planter.
1366	White birch	9	4	No	Moderate	Good form; minor dieback; in large planter.
1367	White birch	14	4	No	Moderate	Good form; minor dieback; in large planter.
1368	Bottlebrush	14	4	No	Moderate	Codominant trunks at 7'; good form, fair structure; Ganoderma; in small planter.
1369	Bottlebrush	14	3	No	Moderate	Stem failure at 3'; good form; in large planter.
1370	Bottlebrush	11,11	3	Yes	Moderate	Codominant trunks at 2'; seams NW stem bowed to horizontal; poor form; in large planter.
1371	English walnut	13,12,10,7	3	Yes	Moderate	Multiple attachments at 2'; one-sided E.; in large planter but close to bldg.
1372	Removed	--	--	No	--	--
1373	Trident maple	8	4	No	High	Good young tree.

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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1374	Canary Island pine	3	4	No	High	Good young tree; in large planter.
1375	London plane	8	3	No	Moderate	Minor dieback; in 9' wide planter.
1376	Coast live oak	34	4	Yes	Moderate	Off-site ; overhangs site 30'; multiple attachments at 10'; base embedded in fence.
1377	Coast live oak	30	4	Yes	High	No tag ; in enclosed area; multiple attachments at 8'; full, dense crown.
1378	Coast live oak	13	4	Yes	Moderate	No tag ; in enclosed area; suppressed on W.; dense crown.
1379	Coast live oak	8	4	No	High	No tag ; in enclosed area; dense crown to ground.

Remove Heritage Design conflict

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
189	Eucalyptus	17	4 High	Yes		\$8,700	Remove	O3	Design conflict	No
191	Eucalyptus	16	4 High	Yes		\$7,750	Remove	O3	Design conflict	No
198	Eucalyptus	18	4 High	Yes		\$9,750	Remove	O3	Design conflict	No
200	Golden rain	15	3 Low	Yes		\$2,550	Remove	Parking	Design conflict	No
216	African fern pine	19	4 Moderate	Yes		\$7,300	Remove	PG1	Design conflict	No
221	African fern pine	28	4 Moderate	Yes		\$27,100	Remove	PG1	Design conflict	No
280	Camphor	17	3 Moderate	Yes		\$6,300	Remove	O5	Design conflict	No
416	Deodar cedar	35	4 Moderate	Yes		\$21,450	Remove	O1	Design conflict	No
423	Coast redwood	48	3 Moderate	Yes		\$19,250	Remove	O1	Design conflict	No
425	Coast redwood	39	3 Moderate	Yes		\$15,300	Remove	O1	Design conflict	No
426	Coast redwood	33	3 Moderate	Yes		\$11,000	Remove	O1	Design conflict	No
427	Coast redwood	18	3 Moderate	Yes		\$2,900	Remove	O1	Design conflict	No
428	Coast redwood	21	3 Moderate	Yes		\$3,850	Remove	O1	Design conflict	No
429	Canary island pine	26	3 Low	Yes		\$8,600	Remove	O1	Design conflict	No
525	Coast live oak	45	3 Moderate	Yes		\$25,300	Remove	PG	Design conflict	No
586	Red oak	16	4 High	Yes		\$7,750	Remove	R1	Design conflict	No
590	Bottlebrush	19	4 Moderate	Yes		\$13,500	Remove	R1	Design conflict	No
601	Bottlebrush	19	3 Low	Yes		\$9,700	Remove	Driveway	Design conflict	No
611	Ginkgo	12,11	3 Moderate	Yes		\$6,700	Remove	R1	Design conflict	No
612	Ginkgo	9,8,7,6,3	3 Moderate	Yes		\$3,750	Remove	R1	Design conflict	No
733	London plane	15	4 Moderate	Yes		\$2,800	Remove	Sidewalk	Design conflict	No
776	Coast redwood	19	3 Moderate	Yes		\$2,000	Remove	TH1	Design conflict	No
808	Coast live oak	13,13,11,9	4 High	Yes		\$7,050	Remove	TH1	Design conflict	No
812	Olive	20	4 High	Yes		\$8,300	Remove	TH1	Design conflict	No
813	Olive	12,11	3 Moderate	Yes		\$3,500	Remove	TH1	Design conflict	No
826	Raywood ash	22	3 Low	Yes		\$1,900	Remove	R1	Design conflict	No
1018	Coast live oak	9,5	3 Low	Yes		\$1,750	Remove	Walkway	Design conflict	No
1154	Coast live oak	14,7	3 Moderate	Yes		\$3,750	Remove	CUY	Design conflict	No
1155	Valley oak	22	4 High	Yes		\$14,450	Remove	CUY	Design conflict	No
1181	Coast live oak	10	3 Low	Yes		\$1,650	Remove	CUY	Design conflict	No
1240	Coast live oak	10	3 Moderate	Yes		\$1,650	Remove	Driveway	Design conflict	No

Remove Heritage Design conflict

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
1241	Coast live oak	10	3	Moderate	Yes	\$1,650	Remove	Driveway	Design conflict	No
1274	Canary island pine	37	4	Moderate	Yes	\$27,950	Remove	R1	Design conflict	No
1275	Canary island pine	34	3	Moderate	Yes	\$16,900	Remove	R1	Design conflict	No
1276	Canary island pine	28	3	Moderate	Yes	\$11,550	Remove	R1	Design conflict	No
1283	Coast redwood	23	4	Moderate	Yes	\$7,550	Remove	R1	Design conflict	No
1286	Coast redwood	25	4	Moderate	Yes	\$8,900	Remove	R1	Design conflict	No
1302	Evergreen ash	26,18	4	Moderate	Yes	\$9,450	Remove	R1	Design conflict	No
1305	Sweetgum	19	3	Moderate	Yes	\$9,050	Remove	R1	Design conflict	No
1313	Ginkgo	12,11,10,7	3	Moderate	Yes	\$6,700	Remove	R1	Design conflict	No
1316	Ginkgo	10,9,7,7,6	3	Moderate	Yes	\$4,650	Remove	R1	Design conflict	No
1338	Bottlebrush	15	4	Moderate	Yes	\$7,300	Remove	O1	Design conflict	No
1340	Bottlebrush	16	3	Low	Yes	\$5,950	Remove	O1	Design conflict	No
1342	Bottlebrush	16	4	Moderate	Yes	\$8,300	Remove	O1	Design conflict	No
1350	Deodar cedar	33	3	Moderate	Yes	\$13,700	Remove	O1	Design conflict	No
1351	Deodar cedar	23	3	Moderate	Yes	\$6,750	Remove	O1	Design conflict	No
1370	Bottlebrush	11,11	3	Moderate	Yes	\$5,650	Remove	R1	Design conflict	No
1371	English walnut	13,12,10,7	3	Moderate	Yes	\$3,500	Remove	R1	Design conflict	No
29	Coast live oak	13	4	Moderate	Yes	\$2,150	Remove	Road	Design conflict	Yes
41	Fig	12,11,11,9,8	5	High	Yes	\$11,900	Remove	PG2	Design conflict	Yes
43	Coast live oak	31	3	Moderate	Yes	\$14,100	Remove	PG2	Design conflict	Yes
44	Coast live oak	32	3	Moderate	Yes	\$15,000	Remove	PG2	Design conflict	Yes
65	Coast live oak	39	4	Moderate	Yes	\$26,600	Remove	Sidewalk	Design conflict	Yes
70	Valley oak	30	3	Moderate	Yes	\$19,100	Remove	PG2	Design conflict	Yes
71	Coast live oak	17,6	5	High	Yes	\$7,450	Remove	In roadway	Design conflict	Yes
72	Coast live oak	8,8	4	High	Yes	\$2,800	Remove	In roadway	Design conflict	Yes
73	Modesto ash	20	3	Moderate	Yes	\$4,150	Remove	Roadway	Design conflict	Yes
74	Silver dollar gum	50	4	High	Yes	\$86,050	Remove	O3	Design conflict	Yes
82	Modesto ash	17	3	Low	Yes	\$3,050	Remove	Sidewalk	Design conflict	Yes
89	Raywood ash	18	3	Moderate	Yes	\$4,750	Remove	Loop road	Design conflict	Yes
111	Coast live oak	11	4	High	Yes	\$2,650	Remove	Road	Design conflict	Yes
119	Coast live oak	27	4	Moderate	Yes	\$12,850	Remove	O4	Design conflict	Yes

Remove Heritage Design conflict

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
120	Coast live oak	24	4	Moderate	Yes	\$11,850	Remove	O4	Design conflict	Yes
121	Coast live oak	22	3	Moderate	Yes	\$7,200	Remove	O4	Design conflict	Yes
124	Coast live oak	24	4	Moderate	Yes	\$11,850	Remove	O4	Design conflict	Yes
129	Canary Island palm	32	5	High	Yes	\$5,900	Remove	Road	Design conflict	Yes
142	Modesto ash	18	3	Moderate	Yes	\$3,400	Remove	Path	Design conflict	Yes
165	Hollywood juniper	22	3	Moderate	Yes	\$6,200	Remove	O4	Design conflict	Yes
168	Coast live oak	26,19	3	Low	Yes	\$13,050	Remove	O4	Design conflict	Yes
169	Coast live oak	32	4	Moderate	Yes	\$18,000	Remove	O4	Design conflict	Yes
194	Coast live oak	27	4	Moderate	Yes	\$12,850	Remove	O2	Design conflict	Yes
229	Willowleaf peppermint	56	4	Moderate	Yes	\$61,750	Remove	O2	Design conflict	Yes
244	Willowleaf peppermint	21	4	Moderate	Yes	\$8,850	Remove	O2	Design conflict	Yes
246	Willowleaf peppermint	35	4	Moderate	Yes	\$24,250	Remove	O2	Design conflict	Yes
249	Willowleaf peppermint	30	3	Moderate	Yes	\$19,100	Remove	O2	Design conflict	Yes
272	Southern magnolia	18	4	Moderate	Yes	\$4,900	Remove	O5	Design conflict	Yes
273	Southern magnolia	15	3	Moderate	Yes	\$2,550	Remove	O5	Design conflict	Yes
325	Monterey pine	27	3	Low	Yes	\$8,650	Remove	O5	Design conflict	Yes
328	Southern magnolia	15	4	Moderate	Yes	\$3,450	Remove	O5	Design conflict	Yes
339	Sweetgum	19	4	Moderate	Yes	\$16,150	Remove	O2	Design conflict	Yes
350	London plane	15	4	High	Yes	\$4,100	Remove	O2	Design conflict	Yes
351	London plane	15	4	High	Yes	\$4,100	Remove	O2	Design conflict	Yes
368	London plane	16	4	Moderate	Yes	\$4,650	Remove	RA	Design conflict	Yes
374	Coast redwood	31	3	Moderate	Yes	\$8,150	Remove	O1	Design conflict	Yes
375	Coast redwood	26,23	3	Moderate	Yes	\$10,150	Remove	O1	Design conflict	Yes
376	Coast redwood	37	3	Moderate	Yes	\$11,500	Remove	O1	Design conflict	Yes
377	Coast redwood	20	3	Low	Yes	\$3,500	Remove	O1	Design conflict	Yes
378	Coast redwood	33	3	Moderate	Yes	\$9,200	Remove	O1	Design conflict	Yes
379	Coast redwood	25,22	3	Moderate	Yes	\$9,350	Remove	O1	Design conflict	Yes
381	Coast redwood	15	3	Low	Yes	\$2,050	Remove	O1	Design conflict	Yes
406	Coast redwood	21	3	Moderate	Yes	\$4,600	Remove	Driveway	Design conflict	Yes
408	Yew	13,5,4,4,3,3,3	4	Moderate	Yes	\$5,900	Remove	Walkway	Design conflict	Yes
418	Valley oak	49	4	Moderate	Yes	\$70,850	Remove	O1	Design conflict	Yes

Remove Heritage Design conflict

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
424	Coast redwood	17	3	Moderate	Yes	\$3,050	Remove	O1	Design conflict	Yes
437	Coast live oak	29	3	Moderate	Yes	\$7,150	Remove	Sidewalk	Design conflict	Yes
495	Lemon-scented gum	22	3	Moderate	Yes	\$11,100	Remove	PG1	Design conflict	Yes
503	Coast live oak	34	4	Moderate	Yes	\$20,250	Remove	PG1	Design conflict	Yes
507	Coast live oak	34	4	Moderate	Yes	\$20,250	Remove	PG1	Design conflict	Yes
513	Coast redwood	36	4	High	Yes	\$18,200	Remove	RA	Design conflict	Yes
519	London plane	17	4	Moderate	Yes	\$5,200	Remove	RA	Design conflict	Yes
521	London plane	16	4	Moderate	Yes	\$4,650	Remove	RA	Design conflict	Yes
524	Chinese elm	16	4	Moderate	Yes	\$7,750	Remove	PG	Design conflict	Yes
570	Chinese elm	18	4	High	Yes	\$9,750	Remove	R1	Design conflict	Yes
571	Chinese elm	19	4	High	Yes	\$12,600	Remove	R1	Design conflict	Yes
577	Valley oak	50	4	Moderate	Yes	\$86,050	Remove	R1	Design conflict	Yes
585	Coast live oak	36	3	Low	Yes	\$18,950	Remove	R1	Design conflict	Yes
588	Sweetgum	21	4	Moderate	Yes	\$19,650	Remove	R1	Design conflict	Yes
589	Bottlebrush	19	4	Moderate	Yes	\$11,600	Remove	R1	Design conflict	Yes
591	Sweetgum	16	3	Low	Yes	\$4,700	Remove	R2	Design conflict	Yes
594	Sweetgum	19	3	Low	Yes	\$6,500	Remove	R2	Design conflict	Yes
595	Sweetgum	18	3	Moderate	Yes	\$5,900	Remove	R2	Design conflict	Yes
596	Sweetgum	21	3	Moderate	Yes	\$7,950	Remove	R2	Design conflict	Yes
597	Sweetgum	18	3	Moderate	Yes	\$5,900	Remove	R2	Design conflict	Yes
599	Sweetgum	16	3	Moderate	Yes	\$4,700	Remove	R2	Design conflict	Yes
600	Sweetgum	18	3	Moderate	Yes	\$5,900	Remove	Driveway	Design conflict	Yes
624	Coast live oak	15,12,11,11,10	4	Moderate	Yes	\$6,600	Remove	R1	Design conflict	Yes
625	Bottle tree	32	4	Moderate	Yes	\$18,000	Remove	R1	Design conflict	Yes
627	Canary island pine	30	4	Moderate	Yes	\$15,800	Remove	R1	Design conflict	Yes
628	Canary island pine	32	4	Moderate	Yes	\$18,000	Remove	R1	Design conflict	Yes
630	Holly oak	17	4	Moderate	Yes	\$8,700	Remove	R1	Design conflict	Yes
634	Coast live oak	17	3	Moderate	Yes	\$3,800	Remove	R1	Design conflict	Yes
635	Sweetgum	16	4	Moderate	Yes	\$3,950	Remove	R1	Design conflict	Yes
639	Coast live oak	29	3	Low	Yes	\$12,350	Remove	R1	Design conflict	Yes
640	Coast live oak	50	3	Low	Yes	\$31,200	Remove	R1	Design conflict	Yes

Remove Heritage Design conflict

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
641	Coast live oak	22	3	Moderate	Yes	\$6,200	Remove	R1	Design conflict	Yes
642	Coast live oak	38	3	Moderate	Yes	\$18,100	Remove	R1	Design conflict	Yes
645	Coast live oak	31	3	Moderate	Yes	\$8,150	Remove	R1	Design conflict	Yes
646	African fern pine	15	3	Low	Yes	\$4,950	Remove	R1	Design conflict	Yes
647	African fern pine	15	4	Moderate	Yes	\$6,800	Remove	R1	Design conflict	Yes
655	Valley oak	14	4	High	Yes	\$5,950	Remove	R1	Design conflict	Yes
678	Holly oak	10,9,8	4	Moderate	Yes	\$5,550	Remove	Road	Design conflict	Yes
705	Chinese elm	22	4	Moderate	Yes	\$14,450	Remove	Parking	Design conflict	Yes
740	Chinese elm	30	4	Moderate	Yes	\$17,850	Remove	Driveway	Design conflict	Yes
746	Coast live oak	23	5	High	Yes	\$14,000	Remove	OA Building	Design conflict	Yes
752	Chinese elm	16	3	Moderate	Yes	\$5,600	Remove	R2	Design conflict	Yes
756	Coast live oak	19	3	Moderate	Yes	\$4,700	Remove	R2	Design conflict	Yes
789	Silver dollar gum	15	3	Moderate	Yes	\$4,950	Remove	TH1	Design conflict	Yes
790	Silver dollar gum	24	4	Moderate	Yes	\$17,150	Remove	TH1	Design conflict	Yes
791	Silver dollar gum	19	3	Moderate	Yes	\$7,800	Remove	TH1	Design conflict	Yes
792	River she-oak	25	4	High	Yes	\$12,850	Remove	TH1	Design conflict	Yes
804	Blue Atlas cedar	20	4	Moderate	Yes	\$8,300	Remove	TH1	Design conflict	Yes
809	Coast live oak	9,7,5	3	Moderate	Yes	\$2,100	Remove	TH1	Design conflict	Yes
810	Olive	19	4	Moderate	Yes	\$7,500	Remove	TH1	Design conflict	Yes
811	Olive	18	3	Low	Yes	\$4,900	Remove	TH1	Design conflict	Yes
866	Coast redwood	23	3	Low	Yes	\$2,800	Remove	R3	Design conflict	Yes
867	Coast redwood	37	3	Low	Yes	\$7,000	Remove	R3	Design conflict	Yes
880	Raywood ash	23	4	High	Yes	\$8,000	Remove	R3	Design conflict	Yes
885	Coast redwood	41	3	Moderate	Yes	\$16,900	Remove	R3	Design conflict	Yes
891	Coast redwood	40	3	Moderate	Yes	\$16,100	Remove	R3	Design conflict	Yes
892	Coast redwood	40	4	Moderate	Yes	\$22,450	Remove	R3	Design conflict	Yes
893	Coast redwood	43	4	High	Yes	\$25,900	Remove	R3	Design conflict	Yes
899	Coast live oak	16	4	Moderate	Yes	\$4,650	Remove	TH2	Design conflict	Yes
902	Coast live oak	18	3	Moderate	Yes	\$4,200	Remove	TH2	Design conflict	Yes
908	Coast live oak	23	3	Low	Yes	\$6,750	Remove	RA	Design conflict	Yes
909	Xylosma	15	4	Moderate	Yes	\$7,300	Remove	RA	Design conflict	Yes

Remove Heritage Design conflict

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
910	Xylosma	15	3	Moderate	Yes	\$5,250	Remove	RA	Design conflict	Yes
912	Xylosma	15	3	Low	Yes	\$5,250	Remove	RA	Design conflict	Yes
914	Xylosma	12,10	3	Low	Yes	\$5,700	Remove	RA	Design conflict	Yes
916	Xylosma	15	3	Moderate	Yes	\$5,250	Remove	RA	Design conflict	Yes
917	Xylosma	16	3	Moderate	Yes	\$5,950	Remove	RA	Design conflict	Yes
922	Xylosma	11,11	3	Moderate	Yes	\$5,650	Remove	RA	Design conflict	Yes
927	Flowering cherry	18	3	Low	Yes	\$6,300	Remove	RA Parking	Design conflict	Yes
945	Coast live oak	22	4	High	Yes	\$10,000	Remove	RA	Design conflict	Yes
951	Coast live oak	19,9	4	Moderate	Yes	\$9,150	Remove	RA	Design conflict	Yes
987	Coast live oak	13,6	3	Moderate	Yes	\$3,150	Remove	Walkway	Design conflict	Yes
998	Coast live oak	19	4	Moderate	Yes	\$7,500	Remove	Walkway	Design conflict	Yes
1044	Coast live oak	9,9,7	3	Low	Yes	\$2,550	Remove	Walkway	Design conflict	Yes
1064	Coast live oak	10	3	Moderate	Yes	\$1,650	Remove	Walkway	Design conflict	Yes
1067	Coast live oak	10,7	3	Low	Yes	\$2,350	Remove	Walkway	Design conflict	Yes
1076	Coast live oak	12	4	High	Yes	\$3,100	Remove	BS	Design conflict	Yes
1160	Silk tree	20,15,14,9,9	4	High	Yes	\$11,050	Remove	CUY	Design conflict	Yes
1164	Southern magnolia	15	4	Moderate	Yes	\$4,100	Remove	CUY	Design conflict	Yes
1165	Coast live oak	8,6	3	Moderate	Yes	\$1,650	Remove	CUY	Design conflict	Yes
1167	Coast live oak	10	3	Moderate	Yes	\$1,650	Remove	CUY	Design conflict	Yes
1170	Coast redwood	17	4	Moderate	Yes	\$4,200	Remove	CUY	Design conflict	Yes
1171	Coast redwood	21	5	High	Yes	\$8,100	Remove	CUY	Design conflict	Yes
1174	Coast redwood	15	4	Moderate	Yes	\$3,350	Remove	CUY	Design conflict	Yes
1176	Coast redwood	15	4	Moderate	Yes	\$3,350	Remove	CUY	Design conflict	Yes
1177	Coast redwood	16	4	High	Yes	\$3,750	Remove	CUY	Design conflict	Yes
1178	Canary island pine	28	4	High	Yes	\$16,100	Remove	CUY	Design conflict	Yes
1179	Canary island pine	20	4	High	Yes	\$8,300	Remove	CUY	Design conflict	Yes
1205	Coast redwood	15	4	High	Yes	\$3,350	Remove	Parking lot	Design conflict	Yes
1236	Coast live oak	10,7	3	Moderate	Yes	\$2,350	Remove	Driveway	Design conflict	Yes
1244	Coast live oak	26	4	Moderate	Yes	\$13,900	Remove	Driveway	Design conflict	Yes
1245	Coast live oak	19	4	Moderate	Yes	\$7,500	Remove	Driveway	Design conflict	Yes
1249	Red oak	17	4	High	Yes	\$8,700	Remove	Driveway	Design conflict	Yes

**Remove Heritage
Design conflict**

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024



Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
1277	Canary island pine	29	3	Moderate	Yes	\$12,350	Remove	R1	Design conflict	Yes
1278	Canary island pine	33	4	High	Yes	\$22,250	Remove	R1	Design conflict	Yes
1287	Coast redwood	16	3	Moderate	Yes	\$2,750	Remove	R1	Design conflict	Yes
1288	Coast redwood	23	4	High	Yes	\$7,550	Remove	R1	Design conflict	Yes
1292	Coast redwood	20	4	High	Yes	\$5,750	Remove	R1	Design conflict	Yes
1293	Coast live oak	23	3	Moderate	Yes	\$7,850	Remove	R1	Design conflict	Yes
1294	Canary Island palm	40	5	High	Yes	\$5,900	Remove	R1	Design conflict	Yes
1300	Ginkgo	13,9,6	3	Moderate	Yes	\$6,350	Remove	R1	Design conflict	Yes
1301	Sweetgum	17	3	Low	Yes	\$7,300	Remove	R1	Design conflict	Yes
1306	Canary Island palm	30	5	High	Yes	\$7,700	Remove	R1	Design conflict	Yes
1307	Coast live oak	14	4	Moderate	Yes	\$3,600	Remove	R1	Design conflict	Yes
1343	Bottlebrush	15	3	Moderate	Yes	\$5,250	Remove	O1	Design conflict	Yes
1348	Valley oak	11,9	3	Low	Yes	\$3,050	Remove	O1	Design conflict	Yes
1349	Deodar cedar	33	3	Moderate	Yes	\$13,700	Remove	O1	Design conflict	Yes
1377	Coast live oak	30	4	High	Yes	\$18,450	Remove	R1	Design conflict	Yes
1378	Coast live oak	13	4	Moderate	Yes	\$3,600	Remove	R1	Design conflict	Yes

**Design conflict
Heritage Wholly
Within**

Stanford Research Institute
Lane Partners, Menlo Park CA
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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
29	Coast live oak	13	4	Moderate	Yes	\$2,150	Remove	Road	Design conflict	Yes
41	Fig	12,11,11,	5	High	Yes	\$11,900	Remove	PG2	Design conflict	Yes
43	Coast live oak	31	3	Moderate	Yes	\$14,100	Remove	PG2	Design conflict	Yes
44	Coast live oak	32	3	Moderate	Yes	\$15,000	Remove	PG2	Design conflict	Yes
65	Coast live oak	39	4	Moderate	Yes	\$26,600	Remove	Sidewalk	Design conflict	Yes
70	Valley oak	30	3	Moderate	Yes	\$19,100	Remove	PG2	Design conflict	Yes
71	Coast live oak	17,6	5	High	Yes	\$7,450	Remove	In	Design conflict	Yes
72	Coast live oak	8,8	4	High	Yes	\$2,800	Remove	In	Design conflict	Yes
73	Modesto ash	20	3	Moderate	Yes	\$4,150	Remove	Roadway	Design conflict	Yes
74	Silver dollar gum	50	4	High	Yes	\$86,050	Remove	O3	Design conflict	Yes
82	Modesto ash	17	3	Low	Yes	\$3,050	Remove	Sidewalk	Design conflict	Yes
89	Raywood ash	18	3	Moderate	Yes	\$4,750	Remove	Loop road	Design conflict	Yes
111	Coast live oak	11	4	High	Yes	\$2,650	Remove	Road	Design conflict	Yes
119	Coast live oak	27	4	Moderate	Yes	\$12,850	Remove	O4	Design conflict	Yes
120	Coast live oak	24	4	Moderate	Yes	\$11,850	Remove	O4	Design conflict	Yes
121	Coast live oak	22	3	Moderate	Yes	\$7,200	Remove	O4	Design conflict	Yes
124	Coast live oak	24	4	Moderate	Yes	\$11,850	Remove	O4	Design conflict	Yes
129	Canary Island	32	5	High	Yes	\$5,900	Remove	Road	Design conflict	Yes
142	Modesto ash	18	3	Moderate	Yes	\$3,400	Remove	Path	Design conflict	Yes
165	Hollywood juniper	22	3	Moderate	Yes	\$6,200	Remove	O4	Design conflict	Yes
168	Coast live oak	26,19	3	Low	Yes	\$13,050	Remove	O4	Design conflict	Yes
169	Coast live oak	32	4	Moderate	Yes	\$18,000	Remove	O4	Design conflict	Yes
194	Coast live oak	27	4	Moderate	Yes	\$12,850	Remove	O2	Design conflict	Yes
229	Willowleaf	56	4	Moderate	Yes	\$61,750	Remove	O2	Design conflict	Yes
244	Willowleaf	21	4	Moderate	Yes	\$8,850	Remove	O2	Design conflict	Yes
246	Willowleaf	35	4	Moderate	Yes	\$24,250	Remove	O2	Design conflict	Yes
249	Willowleaf	30	3	Moderate	Yes	\$19,100	Remove	O2	Design conflict	Yes
272	Southern magnolia	18	4	Moderate	Yes	\$4,900	Remove	O5	Design conflict	Yes
273	Southern magnolia	15	3	Moderate	Yes	\$2,550	Remove	O5	Design conflict	Yes
325	Monterey pine	27	3	Low	Yes	\$8,650	Remove	O5	Design conflict	Yes
328	Southern magnolia	15	4	Moderate	Yes	\$3,450	Remove	O5	Design conflict	Yes
339	Sweetgum	19	4	Moderate	Yes	\$16,150	Remove	O2	Design conflict	Yes

**Design conflict
Heritage Wholly
Within**

Stanford Research Institute
Lane Partners, Menlo Park CA
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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
350	London plane	15	4	High	Yes	\$4,100	Remove	O2	Design conflict	Yes
351	London plane	15	4	High	Yes	\$4,100	Remove	O2	Design conflict	Yes
368	London plane	16	4	Moderate	Yes	\$4,650	Remove	RA	Design conflict	Yes
374	Coast redwood	31	3	Moderate	Yes	\$8,150	Remove	O1	Design conflict	Yes
375	Coast redwood	26,23	3	Moderate	Yes	\$10,150	Remove	O1	Design conflict	Yes
376	Coast redwood	37	3	Moderate	Yes	\$11,500	Remove	O1	Design conflict	Yes
377	Coast redwood	20	3	Low	Yes	\$3,500	Remove	O1	Design conflict	Yes
378	Coast redwood	33	3	Moderate	Yes	\$9,200	Remove	O1	Design conflict	Yes
379	Coast redwood	25,22	3	Moderate	Yes	\$9,350	Remove	O1	Design conflict	Yes
381	Coast redwood	15	3	Low	Yes	\$2,050	Remove	O1	Design conflict	Yes
406	Coast redwood	21	3	Moderate	Yes	\$4,600	Remove	Driveway	Design conflict	Yes
408	Yew	13,5,4,4,3	4	Moderate	Yes	\$5,900	Remove	Walkway	Design conflict	Yes
418	Valley oak	49	4	Moderate	Yes	\$70,850	Remove	O1	Design conflict	Yes
424	Coast redwood	17	3	Moderate	Yes	\$3,050	Remove	O1	Design conflict	Yes
437	Coast live oak	29	3	Moderate	Yes	\$7,150	Remove	Sidewalk	Design conflict	Yes
495	Lemon-scented	22	3	Moderate	Yes	\$11,100	Remove	PG1	Design conflict	Yes
503	Coast live oak	34	4	Moderate	Yes	\$20,250	Remove	PG1	Design conflict	Yes
507	Coast live oak	34	4	Moderate	Yes	\$20,250	Remove	PG1	Design conflict	Yes
513	Coast redwood	36	4	High	Yes	\$18,200	Remove	RA	Design conflict	Yes
519	London plane	17	4	Moderate	Yes	\$5,200	Remove	RA	Design conflict	Yes
521	London plane	16	4	Moderate	Yes	\$4,650	Remove	RA	Design conflict	Yes
524	Chinese elm	16	4	Moderate	Yes	\$7,750	Remove	PG	Design conflict	Yes
570	Chinese elm	18	4	High	Yes	\$9,750	Remove	R1	Design conflict	Yes
571	Chinese elm	19	4	High	Yes	\$12,600	Remove	R1	Design conflict	Yes
577	Valley oak	50	4	Moderate	Yes	\$86,050	Remove	R1	Design conflict	Yes
585	Coast live oak	36	3	Low	Yes	\$18,950	Remove	R1	Design conflict	Yes
588	Sweetgum	21	4	Moderate	Yes	\$19,650	Remove	R1	Design conflict	Yes
589	Bottlebrush	19	4	Moderate	Yes	\$11,600	Remove	R1	Design conflict	Yes
591	Sweetgum	16	3	Low	Yes	\$4,700	Remove	R2	Design conflict	Yes
594	Sweetgum	19	3	Low	Yes	\$6,500	Remove	R2	Design conflict	Yes
595	Sweetgum	18	3	Moderate	Yes	\$5,900	Remove	R2	Design conflict	Yes
596	Sweetgum	21	3	Moderate	Yes	\$7,950	Remove	R2	Design conflict	Yes

**Design conflict
Heritage Wholly
Within**

Stanford Research Institute
Lane Partners, Menlo Park CA
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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
597	Sweetgum	18	3	Moderate	Yes	\$5,900	Remove	R2	Design conflict	Yes
599	Sweetgum	16	3	Moderate	Yes	\$4,700	Remove	R2	Design conflict	Yes
600	Sweetgum	18	3	Moderate	Yes	\$5,900	Remove	Driveway	Design conflict	Yes
624	Coast live oak	15,12,11,	4	Moderate	Yes	\$6,600	Remove	R1	Design conflict	Yes
625	Bottle tree	32	4	Moderate	Yes	\$18,000	Remove	R1	Design conflict	Yes
627	Canary island pine	30	4	Moderate	Yes	\$15,800	Remove	R1	Design conflict	Yes
628	Canary island pine	32	4	Moderate	Yes	\$18,000	Remove	R1	Design conflict	Yes
630	Holly oak	17	4	Moderate	Yes	\$8,700	Remove	R1	Design conflict	Yes
634	Coast live oak	17	3	Moderate	Yes	\$3,800	Remove	R1	Design conflict	Yes
635	Sweetgum	16	4	Moderate	Yes	\$3,950	Remove	R1	Design conflict	Yes
639	Coast live oak	29	3	Low	Yes	\$12,350	Remove	R1	Design conflict	Yes
640	Coast live oak	50	3	Low	Yes	\$31,200	Remove	R1	Design conflict	Yes
641	Coast live oak	22	3	Moderate	Yes	\$6,200	Remove	R1	Design conflict	Yes
642	Coast live oak	38	3	Moderate	Yes	\$18,100	Remove	R1	Design conflict	Yes
645	Coast live oak	31	3	Moderate	Yes	\$8,150	Remove	R1	Design conflict	Yes
646	African fern pine	15	3	Low	Yes	\$4,950	Remove	R1	Design conflict	Yes
647	African fern pine	15	4	Moderate	Yes	\$6,800	Remove	R1	Design conflict	Yes
655	Valley oak	14	4	High	Yes	\$5,950	Remove	R1	Design conflict	Yes
678	Holly oak	10,9,8	4	Moderate	Yes	\$5,550	Remove	Road	Design conflict	Yes
705	Chinese elm	22	4	Moderate	Yes	\$14,450	Remove	Parking	Design conflict	Yes
740	Chinese elm	30	4	Moderate	Yes	\$17,850	Remove	Driveway	Design conflict	Yes
746	Coast live oak	23	5	High	Yes	\$14,000	Remove	OA Building	Design conflict	Yes
752	Chinese elm	16	3	Moderate	Yes	\$5,600	Remove	R2	Design conflict	Yes
756	Coast live oak	19	3	Moderate	Yes	\$4,700	Remove	R2	Design conflict	Yes
789	Silver dollar gum	15	3	Moderate	Yes	\$4,950	Remove	TH1	Design conflict	Yes
790	Silver dollar gum	24	4	Moderate	Yes	\$17,150	Remove	TH1	Design conflict	Yes
791	Silver dollar gum	19	3	Moderate	Yes	\$7,800	Remove	TH1	Design conflict	Yes
792	River she-oak	25	4	High	Yes	\$12,850	Remove	TH1	Design conflict	Yes
804	Blue Atlas cedar	20	4	Moderate	Yes	\$8,300	Remove	TH1	Design conflict	Yes
809	Coast live oak	9,7,5	3	Moderate	Yes	\$2,100	Remove	TH1	Design conflict	Yes
810	Olive	19	4	Moderate	Yes	\$7,500	Remove	TH1	Design conflict	Yes
811	Olive	18	3	Low	Yes	\$4,900	Remove	TH1	Design conflict	Yes

**Design conflict
Heritage Wholly
Within**

Stanford Research Institute
Lane Partners, Menlo Park CA
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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
866	Coast redwood	23	3	Low	Yes	\$2,800	Remove	R3	Design conflict	Yes
867	Coast redwood	37	3	Low	Yes	\$7,000	Remove	R3	Design conflict	Yes
880	Raywood ash	23	4	High	Yes	\$8,000	Remove	R3	Design conflict	Yes
885	Coast redwood	41	3	Moderate	Yes	\$16,900	Remove	R3	Design conflict	Yes
891	Coast redwood	40	3	Moderate	Yes	\$16,100	Remove	R3	Design conflict	Yes
892	Coast redwood	40	4	Moderate	Yes	\$22,450	Remove	R3	Design conflict	Yes
893	Coast redwood	43	4	High	Yes	\$25,900	Remove	R3	Design conflict	Yes
899	Coast live oak	16	4	Moderate	Yes	\$4,650	Remove	TH2	Design conflict	Yes
902	Coast live oak	18	3	Moderate	Yes	\$4,200	Remove	TH2	Design conflict	Yes
908	Coast live oak	23	3	Low	Yes	\$6,750	Remove	RA	Design conflict	Yes
909	Xylosma	15	4	Moderate	Yes	\$7,300	Remove	RA	Design conflict	Yes
910	Xylosma	15	3	Moderate	Yes	\$5,250	Remove	RA	Design conflict	Yes
912	Xylosma	15	3	Low	Yes	\$5,250	Remove	RA	Design conflict	Yes
914	Xylosma	12,10	3	Low	Yes	\$5,700	Remove	RA	Design conflict	Yes
916	Xylosma	15	3	Moderate	Yes	\$5,250	Remove	RA	Design conflict	Yes
917	Xylosma	16	3	Moderate	Yes	\$5,950	Remove	RA	Design conflict	Yes
922	Xylosma	11,11	3	Moderate	Yes	\$5,650	Remove	RA	Design conflict	Yes
927	Flowering cherry	18	3	Low	Yes	\$6,300	Remove	RA Parking	Design conflict	Yes
945	Coast live oak	22	4	High	Yes	\$10,000	Remove	RA	Design conflict	Yes
951	Coast live oak	19,9	4	Moderate	Yes	\$9,150	Remove	RA	Design conflict	Yes
987	Coast live oak	13,6	3	Moderate	Yes	\$3,150	Remove	Walkway	Design conflict	Yes
998	Coast live oak	19	4	Moderate	Yes	\$7,500	Remove	Walkway	Design conflict	Yes
1044	Coast live oak	9,9,7	3	Low	Yes	\$2,550	Remove	Walkway	Design conflict	Yes
1064	Coast live oak	10	3	Moderate	Yes	\$1,650	Remove	Walkway	Design conflict	Yes
1067	Coast live oak	10,7	3	Low	Yes	\$2,350	Remove	Walkway	Design conflict	Yes
1076	Coast live oak	12	4	High	Yes	\$3,100	Remove	BS	Design conflict	Yes
1160	Silk tree	20,15,14,	4	High	Yes	\$11,050	Remove	CUY	Design conflict	Yes
1164	Southern magnolia	15	4	Moderate	Yes	\$4,100	Remove	CUY	Design conflict	Yes
1165	Coast live oak	8,6	3	Moderate	Yes	\$1,650	Remove	CUY	Design conflict	Yes
1167	Coast live oak	10	3	Moderate	Yes	\$1,650	Remove	CUY	Design conflict	Yes
1170	Coast redwood	17	4	Moderate	Yes	\$4,200	Remove	CUY	Design conflict	Yes
1171	Coast redwood	21	5	High	Yes	\$8,100	Remove	CUY	Design conflict	Yes

**Design conflict
Heritage Wholly
Within**

Stanford Research Institute
Lane Partners, Menlo Park CA
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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
1174	Coast redwood	15	4	Moderate	Yes	\$3,350	Remove	CUY	Design conflict	Yes
1176	Coast redwood	15	4	Moderate	Yes	\$3,350	Remove	CUY	Design conflict	Yes
1177	Coast redwood	16	4	High	Yes	\$3,750	Remove	CUY	Design conflict	Yes
1178	Canary island pine	28	4	High	Yes	\$16,100	Remove	CUY	Design conflict	Yes
1179	Canary island pine	20	4	High	Yes	\$8,300	Remove	CUY	Design conflict	Yes
1205	Coast redwood	15	4	High	Yes	\$3,350	Remove	Parking lot	Design conflict	Yes
1236	Coast live oak	10,7	3	Moderate	Yes	\$2,350	Remove	Driveway	Design conflict	Yes
1244	Coast live oak	26	4	Moderate	Yes	\$13,900	Remove	Driveway	Design conflict	Yes
1245	Coast live oak	19	4	Moderate	Yes	\$7,500	Remove	Driveway	Design conflict	Yes
1249	Red oak	17	4	High	Yes	\$8,700	Remove	Driveway	Design conflict	Yes
1277	Canary island pine	29	3	Moderate	Yes	\$12,350	Remove	R1	Design conflict	Yes
1278	Canary island pine	33	4	High	Yes	\$22,250	Remove	R1	Design conflict	Yes
1287	Coast redwood	16	3	Moderate	Yes	\$2,750	Remove	R1	Design conflict	Yes
1288	Coast redwood	23	4	High	Yes	\$7,550	Remove	R1	Design conflict	Yes
1292	Coast redwood	20	4	High	Yes	\$5,750	Remove	R1	Design conflict	Yes
1293	Coast live oak	23	3	Moderate	Yes	\$7,850	Remove	R1	Design conflict	Yes
1294	Canary Island	40	5	High	Yes	\$5,900	Remove	R1	Design conflict	Yes
1300	Ginkgo	13,9,6	3	Moderate	Yes	\$6,350	Remove	R1	Design conflict	Yes
1301	Sweetgum	17	3	Low	Yes	\$7,300	Remove	R1	Design conflict	Yes
1306	Canary Island	30	5	High	Yes	\$7,700	Remove	R1	Design conflict	Yes
1307	Coast live oak	14	4	Moderate	Yes	\$3,600	Remove	R1	Design conflict	Yes
1343	Bottlebrush	15	3	Moderate	Yes	\$5,250	Remove	O1	Design conflict	Yes
1348	Valley oak	11,9	3	Low	Yes	\$3,050	Remove	O1	Design conflict	Yes
1349	Deodar cedar	33	3	Moderate	Yes	\$13,700	Remove	O1	Design conflict	Yes
1377	Coast live oak	30	4	High	Yes	\$18,450	Remove	R1	Design conflict	Yes
1378	Coast live oak	13	4	Moderate	Yes	\$3,600	Remove	R1	Design conflict	Yes

Design conflict Heritage Abutting

Stanford Research Institute
Lane Partners, Menlo Park CA
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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
189	Eucalyptus	17	4	High	Yes	\$8,700	Remove	O3	Design conflict	No
191	Eucalyptus	16	4	High	Yes	\$7,750	Remove	O3	Design conflict	No
198	Eucalyptus	18	4	High	Yes	\$9,750	Remove	O3	Design conflict	No
200	Golden rain	15	3	Low	Yes	\$2,550	Remove	Parking	Design conflict	No
216	African fern pine	19	4	Moderate	Yes	\$7,300	Remove	PG1	Design conflict	No
221	African fern pine	28	4	Moderate	Yes	\$27,100	Remove	PG1	Design conflict	No
280	Camphor	17	3	Moderate	Yes	\$6,300	Remove	O5	Design conflict	No
416	Deodar cedar	35	4	Moderate	Yes	\$21,450	Remove	O1	Design conflict	No
423	Coast redwood	48	3	Moderate	Yes	\$19,250	Remove	O1	Design conflict	No
425	Coast redwood	39	3	Moderate	Yes	\$15,300	Remove	O1	Design conflict	No
426	Coast redwood	33	3	Moderate	Yes	\$11,000	Remove	O1	Design conflict	No
427	Coast redwood	18	3	Moderate	Yes	\$2,900	Remove	O1	Design conflict	No
428	Coast redwood	21	3	Moderate	Yes	\$3,850	Remove	O1	Design conflict	No
429	Canary island pine	26	3	Low	Yes	\$8,600	Remove	O1	Design conflict	No
525	Coast live oak	45	3	Moderate	Yes	\$25,300	Remove	PG	Design conflict	No
586	Red oak	16	4	High	Yes	\$7,750	Remove	R1	Design conflict	No
590	Bottlebrush	19	4	Moderate	Yes	\$13,500	Remove	R1	Design conflict	No
601	Bottlebrush	19	3	Low	Yes	\$9,700	Remove	Driveway	Design conflict	No
611	Ginkgo	12,11	3	Moderate	Yes	\$6,700	Remove	R1	Design conflict	No
612	Ginkgo	9,8,7,6,3	3	Moderate	Yes	\$3,750	Remove	R1	Design conflict	No
733	London plane	15	4	Moderate	Yes	\$2,800	Remove	Sidewalk	Design conflict	No
776	Coast redwood	19	3	Moderate	Yes	\$2,000	Remove	TH1	Design conflict	No
808	Coast live oak	13,13,11,9	4	High	Yes	\$7,050	Remove	TH1	Design conflict	No
812	Olive	20	4	High	Yes	\$8,300	Remove	TH1	Design conflict	No
813	Olive	12,11	3	Moderate	Yes	\$3,500	Remove	TH1	Design conflict	No
826	Raywood ash	22	3	Low	Yes	\$1,900	Remove	R1	Design conflict	No
1018	Coast live oak	9,5	3	Low	Yes	\$1,750	Remove	Walkway	Design conflict	No
1154	Coast live oak	14,7	3	Moderate	Yes	\$3,750	Remove	CUY	Design conflict	No

Design conflict Heritage Abutting

Stanford Research Institute
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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
1155	Valley oak	22	4	High	Yes	\$14,450	Remove	CUY	Design conflict	No
1181	Coast live oak	10	3	Low	Yes	\$1,650	Remove	CUY	Design conflict	No
1240	Coast live oak	10	3	Moderate	Yes	\$1,650	Remove	Driveway	Design conflict	No
1241	Coast live oak	10	3	Moderate	Yes	\$1,650	Remove	Driveway	Design conflict	No
1274	Canary island pine	37	4	Moderate	Yes	\$27,950	Remove	R1	Design conflict	No
1275	Canary island pine	34	3	Moderate	Yes	\$16,900	Remove	R1	Design conflict	No
1276	Canary island pine	28	3	Moderate	Yes	\$11,550	Remove	R1	Design conflict	No
1283	Coast redwood	23	4	Moderate	Yes	\$7,550	Remove	R1	Design conflict	No
1286	Coast redwood	25	4	Moderate	Yes	\$8,900	Remove	R1	Design conflict	No
1302	Evergreen ash	26,18	4	Moderate	Yes	\$9,450	Remove	R1	Design conflict	No
1305	Sweetgum	19	3	Moderate	Yes	\$9,050	Remove	R1	Design conflict	No
1313	Ginkgo	12,11,10,7	3	Moderate	Yes	\$6,700	Remove	R1	Design conflict	No
1316	Ginkgo	10,9,7,7,6	3	Moderate	Yes	\$4,650	Remove	R1	Design conflict	No
1338	Bottlebrush	15	4	Moderate	Yes	\$7,300	Remove	O1	Design conflict	No
1340	Bottlebrush	16	3	Low	Yes	\$5,950	Remove	O1	Design conflict	No
1342	Bottlebrush	16	4	Moderate	Yes	\$8,300	Remove	O1	Design conflict	No
1350	Deodar cedar	33	3	Moderate	Yes	\$13,700	Remove	O1	Design conflict	No
1351	Deodar cedar	23	3	Moderate	Yes	\$6,750	Remove	O1	Design conflict	No
1370	Bottlebrush	11,11	3	Moderate	Yes	\$5,650	Remove	R1	Design conflict	No
1371	English walnut	13,12,10,7	3	Moderate	Yes	\$3,500	Remove	R1	Design conflict	No

Health Heritage

Stanford Research Institute
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Tag #	Species	Diameter	Condition	Suitability	Heritage	Matrix Value
28	Coast live oak	30	2	Low	Yes	\$400
40	Valley oak	35	2	Low	Yes	\$1,200
42	Coast live oak	31	2	Low	Yes	\$1,200
110	Raywood ash	17	1	Low	Yes	\$200
126	Raywood ash	26	2	Low	Yes	\$400
159	Modesto ash	15	2	Low	Yes	\$100
163	Coast live oak	19	2	Low	Yes	\$200
166	Valley oak	38	2	Low	Yes	\$1,200
206	Golden rain	18	2	Low	Yes	\$200
330	Monterey pine	27	2	Low	Yes	\$400
584	Coast redwood	25	2	Low	Yes	\$400
632	Coast live oak	30	2	Low	Yes	\$400
636	Canary island pine	19	2	Low	Yes	\$200
786	Southern magnolia	17	2	Low	Yes	\$200
788	American elm	38	2	Low	Yes	\$1,200
868	Coast redwood	19	2	Low	Yes	\$200
906	Coast redwood	29	1	Low	Yes	\$400
907	Coast redwood	28,22	2	Low	Yes	\$400
1007	Coast live oak	10	2	Low	Yes	\$100
1077	Calif. bay	40	2	Low	Yes	\$1,200
1079	Calif. black walnut	46	2	Low	Yes	\$5,000
1185	Coast live oak	34	2	Low	Yes	\$1,200
1239	Monterey pine	28	2	Low	Yes	\$400
1341	Bottlebrush	15	2	Low	Yes	\$100
1345	Bottlebrush	16	2	Low	Yes	\$200

Undesirable Heritage

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Matrix Value
14	Tree of heaven	23	4	Low	Yes	\$400
16	Tree of heaven	15	3	Low	Yes	\$100
23	Tree of heaven	28	2	Low	Yes	\$400
60	Glossy privet	15	1	Low	Yes	\$100
62	Glossy privet	15	3	Low	Yes	\$100
90	Tree of heaven	22	2	Low	Yes	\$400
152	Tree of heaven	46	4	Low	Yes	\$5,000
179	Glossy privet	15	3	Moderate	Yes	\$100
182	Tree of heaven	19,12,12	4	Low	Yes	\$400
192	Calif. pepper	28	4	High	Yes	\$400
193	Calif. pepper	15	3	Moderate	Yes	\$100
195	Calif. pepper	20	3	Moderate	Yes	\$200
236	Mexican fan palm	20	5	High	Yes	\$200
238	Mexican fan palm	18	5	High	Yes	\$200
241	Calif. pepper	26	4	Moderate	Yes	\$400
497	White birch	15	3	Moderate	Yes	\$100
530	Mexican fan palm	27	5	High	Yes	\$400
696	Mexican fan palm	17	5	High	Yes	\$200
713	Blackwood acacia	20	3	Low	Yes	\$200
758	Red ironbark	24	3	Moderate	Yes	\$400
820	Red ironbark	29	4	Moderate	Yes	\$400
942	Glossy privet	12,10,9	2	Low	Yes	\$400
1012	Blackwood acacia	16	3	Low	Yes	\$200
1014	Blackwood acacia	24	1	Low	Yes	\$400
1020	Blackwood acacia	22	3	Moderate	Yes	\$400
1022	Blackwood acacia	17,12	3	Low	Yes	\$400

Undesirable Heritage

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Matrix Value
1034	Blackwood acacia	15	3	Low	Yes	\$100
1072	Blackwood acacia	17	3	Moderate	Yes	\$200
1074	Blackwood acacia	16	3	Moderate	Yes	\$200
1139	Red ironbark	22	3	Low	Yes	\$400
1147	Glossy privet	10,9,7,7,6,	3	Low	Yes	\$400
1196	Tree of heaven	18	3	Low	Yes	\$200
1198	Tree of heaven	14,9	3	Low	Yes	\$400
1201	Tree of heaven	12,9	3	Low	Yes	\$400
1212	Tree of heaven	12,10	3	Low	Yes	\$400
1224	Tree of heaven	15	3	Low	Yes	\$100
1225	Tree of heaven	15,14	3	Low	Yes	\$400

Preserve?

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?
69	Coast live oak	61	4	Moderate	Yes	\$43,250	Preserve?	PG2	Modification necessary for preservation.
140	Coast live oak	47	3	Moderate	Yes	\$18,450	Preserve?	Sidewalk	Modification necessary for preservation.
222	Coast live oak	12,12	4	Moderate	Yes	\$5,200	Preserve?	Relocate path	Modification necessary for preservation.
279	Valley oak	17	4	High	Yes	\$10,100	Preserve?	O5 adjacent	Modification necessary for preservation.
415	Deodar cedar	38	4	Moderate	Yes	\$25,250	Preserve?	O1	Modification necessary for preservation.
526	Bottle tree	23	3	Moderate	Yes	\$6,750	Preserve?	Sidewalk	Modification necessary for preservation.
755	Coast live oak	27	4	Moderate	Yes	\$12,850	Preserve?	Near Laurel St.	Modification necessary for preservation.
1211	Coast redwood	38	4	High	Yes	\$20,250	Preserve?	Parking area (no number)	Modification necessary for preservation.
1216	Coast live oak	7,6,4	3	Moderate	Yes	\$1,250	Preserve?	Close to Loop Rd.	Modification necessary for preservation.
1319	Coast live oak	30	3	Low	Yes	\$7,650	Preserve?	Near Laurel St.	Modification necessary for preservation.

Preserve Heritage

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
1	Coast live oak	18	3	Moderate	Yes	\$4,900	Preserve
2	Chinese elm	13,12,9	3	Moderate	Yes	\$7,900	Preserve
3	Coast live oak	21	3	Moderate	Yes	\$6,600	Preserve
4	Coast live oak	17	3	Moderate	Yes	\$4,400	Preserve
5	Coast live oak	12,10	3	Moderate	Yes	\$3,750	Preserve
6	Coast live oak	12	3	Moderate	Yes	\$2,300	Preserve
7	Coast live oak	10	3	Low	Yes	\$1,650	Preserve
8	Coast live oak	12	3	Low	Yes	\$2,300	Preserve
9	Coast live oak	14	3	Low	Yes	\$3,050	Preserve
10	Coast live oak	19	4	Moderate	Yes	\$7,500	Preserve
11	Coast live oak	18	3	Moderate	Yes	\$4,900	Preserve
12	Coast live oak	17,13	3	Moderate	Yes	\$6,850	Preserve
13	Coast live oak	14	3	Low	Yes	\$3,050	Preserve
15	Coast live oak	23	4	High	Yes	\$10,900	Preserve
17	Coast live oak	28,26,25,18	4	Moderate	Yes	\$29,750	Preserve
18	Coast live oak	12,6,5	3	Low	Yes	\$2,800	Preserve
19	Valley oak	17	3	Moderate	Yes	\$7,300	Preserve
20	Coast live oak	16,10,7,6	4	Moderate	Yes	\$7,400	Preserve
21	Valley oak	19	4	High	Yes	\$12,600	Preserve
22	Coast live oak	10	3	Moderate	Yes	\$1,650	Preserve
24	Valley oak	14	4	High	Yes	\$6,950	Preserve
25	Valley oak	15	4	Moderate	Yes	\$7,950	Preserve
26	Valley oak	19	5	High	Yes	\$16,150	Preserve
27	Coast live oak	35	3	Moderate	Yes	\$15,400	Preserve
30	Coast live oak	13	4	Moderate	Yes	\$3,150	Preserve
55	Coast live oak	32	4	Moderate	Yes	\$18,000	Preserve
56	African fern pine	23	4	Moderate	Yes	\$15,750	Preserve
57	African fern pine	19	4	Moderate	Yes	\$10,850	Preserve
58	African fern pine	33	4	Moderate	Yes	\$32,250	Preserve
59	African fern pine	20	4	Moderate	Yes	\$11,950	Preserve
67	Coast live oak	24	3	Moderate	Yes	\$7,350	Preserve

Preserve Heritage

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
68	Coast live oak	47	4	Moderate	Yes	\$38,550	Preserve
75	Aleppo pine	35	4	High	Yes	\$21,450	Preserve
76	Coast live oak	44	4	High	Yes	\$33,800	Preserve
77	Coast live oak	30	3	Moderate	Yes	\$11,350	Preserve
78	Coast live oak	24	4	Moderate	Yes	\$10,200	Preserve
79	Coast live oak	30	3	Low	Yes	\$11,350	Preserve
80	Modesto ash	30	3	Moderate	Yes	\$9,150	Preserve
85	Coast live oak	16	5	High	Yes	\$6,850	Preserve
86	Valley oak	18	4	Moderate	Yes	\$11,350	Preserve
87	Coast live oak	32	4	Moderate	Yes	\$18,000	Preserve
91	Coast live oak	13	4	Moderate	Yes	\$3,150	Preserve
92	Coast redwood	15	3	Moderate	Yes	\$2,450	Preserve
93	Coast redwood	32	4	Moderate	Yes	\$14,400	Preserve
94	Coast live oak	16	3	Low	Yes	\$3,900	Preserve
95	Coast live oak	23	3	Low	Yes	\$6,750	Preserve
97	Coast live oak	28	3	Moderate	Yes	\$9,900	Preserve
98	Coast live oak	28	4	Moderate	Yes	\$16,100	Preserve
99	Coast live oak	22,18	3	Moderate	Yes	\$11,900	Preserve
102	Coast live oak	20,12,10	4	Moderate	Yes	\$11,200	Preserve
103	Coast live oak	22,15	4	Moderate	Yes	\$14,550	Preserve
104	Coast redwood	19	5	High	Yes	\$6,650	Preserve
105	Coast redwood	19	5	High	Yes	\$6,650	Preserve
107	Coast live oak	13	5	High	Yes	\$4,600	Preserve
108	Coast redwood	24	4	Moderate	Yes	\$8,200	Preserve
112	Coast live oak	23,15	4	Moderate	Yes	\$15,450	Preserve
113	Coast live oak	23	4	Moderate	Yes	\$10,900	Preserve
116	Coast live oak	19,13	4	High	Yes	\$10,950	Preserve
117	Coast live oak	28	4	Moderate	Yes	\$16,100	Preserve
118	Coast live oak	16	4	High	Yes	\$5,400	Preserve
123	Coast live oak	22	5	High	Yes	\$12,800	Preserve
125	Coast live oak	26	3	Moderate	Yes	\$10,000	Preserve

Preserve Heritage

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
127	Coast live oak	31	4	Moderate	Yes	\$19,650	Preserve
141	Valley oak	48	3	Moderate	Yes	\$32,500	Preserve
144	London plane	24	5	High	Yes	\$8,750	Preserve
148	Dracaena palm	10,8,7,7	4	Moderate	Yes	\$3,500	Preserve
151	Coast live oak	42	5	High	Yes	\$46,150	Preserve
153	Coast live oak	26	4	High	Yes	\$13,900	Preserve
154	Coast live oak	17	5	High	Yes	\$7,750	Preserve
155	Coast live oak	13	5	High	Yes	\$4,600	Preserve
156	Coast live oak	33	5	High	Yes	\$24,500	Preserve
158	Coast live oak	43	4	Moderate	Yes	\$37,650	Preserve
160	Valley oak	46	4	Moderate	Yes	\$62,500	Preserve
164	Valley oak	14	5	High	Yes	\$8,850	Preserve
174	Valley oak	40	3	Moderate	Yes	\$33,850	Preserve
183	African fern pine	25	4	Moderate	Yes	\$18,600	Preserve
184	Modesto ash	21	3	Moderate	Yes	\$4,600	Preserve
185	African fern pine	20	4	Moderate	Yes	\$11,950	Preserve
223	Coast live oak	13	4	Moderate	Yes	\$3,150	Preserve
224	African fern pine	25	3	Moderate	Yes	\$15,550	Preserve
226	African fern pine	19	3	Moderate	Yes	\$9,050	Preserve
245	Willowleaf peppermint	29	4	Moderate	Yes	\$16,700	Preserve
256	African fern pine	22	4	High	Yes	\$16,800	Preserve
257	African fern pine	20	4	High	Yes	\$13,950	Preserve
258	Monterey pine	18	4	Moderate	Yes	\$4,700	Preserve
259	African fern pine	29	4	Moderate	Yes	\$29,100	Preserve
264	African fern pine	19	4	Moderate	Yes	\$12,600	Preserve
265	Valley oak	41	3	Moderate	Yes	\$35,550	Preserve
305	Fremont cottonwood	42	4	Moderate	Yes	\$12,450	Preserve
306	Valley oak	40	4	Moderate	Yes	\$47,300	Preserve
323	Olive	16,9,8	4	High	Yes	\$7,050	Preserve
334	Southern magnolia	16	4	Moderate	Yes	\$4,650	Preserve
337	Valley oak	9,8	5	High	Yes	\$6,600	Preserve

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
340	Coast redwood	22	4	Moderate	Yes	\$8,050	Preserve
341	Coast redwood	21	3	Moderate	Yes	\$3,850	Preserve
342	Coast redwood	22	3	Moderate	Yes	\$4,200	Preserve
360	London plane	15	4	High	Yes	\$4,100	Preserve
385	Valley oak	38	2	Low	Yes	\$18,400	Preserve
395	Italian cypress	18	5	High	Yes	\$7,450	Preserve
402	Canary island pine	38	3	Moderate	Yes	\$21,100	Preserve
403	Canary island pine	33	4	Moderate	Yes	\$22,250	Preserve
404	Canary island pine	26	4	High	Yes	\$13,900	Preserve
407	Coast redwood	32	4	Moderate	Yes	\$14,400	Preserve
412	Deodar cedar	33	4	Moderate	Yes	\$22,250	Preserve
438	Deodar cedar	35,24,14,13	3	Moderate	Yes	\$22,550	Preserve
447	Canary island pine	32	4	High	Yes	\$20,950	Preserve
452	Coast redwood	29	4	Moderate	Yes	\$9,950	Preserve
453	Coast redwood	50	4	Moderate	Yes	\$29,150	Preserve
454	Coast live oak	18	3	Low	Yes	\$2,900	Preserve
472	Coast live oak	32	4	Moderate	Yes	\$18,000	Preserve
515	Coast redwood	54	4	Moderate	Yes	\$40,700	Preserve
527	Coast live oak	11	5	High	Yes	\$3,350	Preserve
528	Coast live oak	11	3	Moderate	Yes	\$1,950	Preserve
529	Coast live oak	13	5	High	Yes	\$4,600	Preserve
562	Coast live oak	34	3	Moderate	Yes	\$12,150	Preserve
565	Coast live oak	38	3	Moderate	Yes	\$18,100	Preserve
583	Coast live oak	10	5	High	Yes	\$2,800	Preserve
619	Coast redwood	28	3	Moderate	Yes	\$8,000	Preserve
620	Coast redwood	38	4	Moderate	Yes	\$20,250	Preserve
621	Coast redwood	28	3	Moderate	Yes	\$8,000	Preserve
668	Manna gum	29	3	Moderate	Yes	\$12,350	Preserve
670	Manna gum	42	4	Moderate	Yes	\$35,950	Preserve
681	Camphor	24	4	Moderate	Yes	\$20,000	Preserve
682	Camphor	19	3	Moderate	Yes	\$9,050	Preserve

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
683	Manna gum	55	4	Moderate	Yes	\$61,450	Preserve
698	Camphor	23	3	Moderate	Yes	\$13,200	Preserve
699	Camphor	22	3	Moderate	Yes	\$12,050	Preserve
700	Camphor	22	3	Moderate	Yes	\$12,050	Preserve
701	Willowleaf peppermint	39	3	Moderate	Yes	\$32,200	Preserve
702	Willowleaf peppermint	32	3	Low	Yes	\$25,300	Preserve
703	Willowleaf peppermint	44	3	Moderate	Yes	\$47,700	Preserve
704	Willowleaf peppermint	33	4	Moderate	Yes	\$37,600	Preserve
719	Manna gum	70	4	Moderate	Yes	\$99,450	Preserve
720	London plane	17	4	Moderate	Yes	\$5,200	Preserve
721	London plane	16	4	Moderate	Yes	\$4,650	Preserve
728	Western sycamore	18	4	High	Yes	\$6,750	Preserve
795	Olive	17,13	3	Moderate	Yes	\$6,850	Preserve
796	Olive	15	3	Moderate	Yes	\$3,450	Preserve
798	Olive	15,12	4	Moderate	Yes	\$7,650	Preserve
801	Coast live oak	33	4	Moderate	Yes	\$22,250	Preserve
802	Olive	17,13	4	Moderate	Yes	\$8,150	Preserve
803	Olive	25	4	Moderate	Yes	\$11,050	Preserve
825	Coast live oak	11	5	High	Yes	\$3,350	Preserve
831	Coast redwood	30	3	Moderate	Yes	\$7,650	Preserve
832	Coast redwood	15	3	Moderate	Yes	\$2,450	Preserve
833	Coast redwood	32	3	Low	Yes	\$12,050	Preserve
834	Coast redwood	24	3	Moderate	Yes	\$5,900	Preserve
835	Coast redwood	15	3	Low	Yes	\$2,050	Preserve
836	Coast redwood	15	3	Low	Yes	\$2,450	Preserve
837	Coast redwood	27	3	Low	Yes	\$6,250	Preserve
838	Coast redwood	17	3	Low	Yes	\$3,050	Preserve
841	Coast redwood	22	3	Low	Yes	\$5,000	Preserve
842	Coast redwood	31	3	Moderate	Yes	\$9,750	Preserve
843	Coast redwood	27	3	Low	Yes	\$6,250	Preserve
845	Coast redwood	20	3	Low	Yes	\$2,200	Preserve

Preserve Heritage

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
846	Coast redwood	22	3	Low	Yes	\$2,600	Preserve
847	Coast redwood	18	3	Low	Yes	\$1,800	Preserve
849	Coast redwood	23	3	Low	Yes	\$4,550	Preserve
850	Coast redwood	28	3	Low	Yes	\$6,700	Preserve
851	Coast redwood	21	3	Moderate	Yes	\$4,600	Preserve
852	Coast redwood	24	3	Moderate	Yes	\$5,900	Preserve
854	Coast redwood	34	3	Moderate	Yes	\$9,750	Preserve
855	Coast redwood	35	4	Moderate	Yes	\$17,200	Preserve
856	Coast redwood	16	3	Moderate	Yes	\$2,750	Preserve
857	Coast redwood	23	3	Moderate	Yes	\$4,550	Preserve
858	Coast redwood	34	3	Moderate	Yes	\$11,650	Preserve
859	Coast redwood	36	3	Moderate	Yes	\$13,050	Preserve
860	Coast redwood	23	3	Moderate	Yes	\$5,450	Preserve
861	Coast redwood	23	3	Low	Yes	\$5,450	Preserve
862	Coast redwood	22	3	Low	Yes	\$5,000	Preserve
863	Coast redwood	24	3	Low	Yes	\$5,900	Preserve
864	Coast redwood	30	3	Low	Yes	\$9,150	Preserve
865	Coast redwood	19	3	Low	Yes	\$3,800	Preserve
873	Coast redwood	26	2	Low	Yes	\$2,200	Preserve
874	Coast redwood	26	3	Low	Yes	\$3,550	Preserve
875	Coast redwood	38	3	Low	Yes	\$7,350	Preserve
881	Coast redwood	20	3	Moderate	Yes	\$4,150	Preserve
882	Coast redwood	31	4	Moderate	Yes	\$13,550	Preserve
883	Coast redwood	32	3	Moderate	Yes	\$10,350	Preserve
884	Coast redwood	54	4	Moderate	Yes	\$40,700	Preserve
894	Coast redwood	26	3	Moderate	Yes	\$6,900	Preserve
895	Coast redwood	31	3	Moderate	Yes	\$9,750	Preserve
938	Coast live oak	34	4	Moderate	Yes	\$23,600	Preserve
939	Coast live oak	31	4	Moderate	Yes	\$19,650	Preserve
940	Coast redwood	25	4	Moderate	Yes	\$8,900	Preserve
941	Coast redwood	21	3	Moderate	Yes	\$4,600	Preserve

Preserve Heritage

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
944	Coast live oak	11,10	4	Moderate	Yes	\$4,700	Preserve
952	Coast live oak	20	3	Moderate	Yes	\$6,000	Preserve
953	Coast live oak	15	3	Moderate	Yes	\$3,450	Preserve
954	Coast live oak	11	3	Moderate	Yes	\$1,950	Preserve
955	American elm	26,20,13,12	3	Moderate	Yes	\$10,900	Preserve
956	Coast live oak	21,15	4	Moderate	Yes	\$13,700	Preserve
964	Coast live oak	13	3	Low	Yes	\$2,300	Preserve
965	Coast live oak	10	3	Low	Yes	\$1,450	Preserve
966	Coast live oak	11	3	Moderate	Yes	\$1,950	Preserve
968	Coast live oak	13	3	Moderate	Yes	\$2,650	Preserve
970	Coast live oak	10	3	Moderate	Yes	\$1,650	Preserve
971	Coast live oak	12	3	Moderate	Yes	\$2,300	Preserve
972	Coast live oak	25	4	Moderate	Yes	\$12,850	Preserve
973	Pecan	31	4	Moderate	Yes	\$19,650	Preserve
974	Coast redwood	30	4	Moderate	Yes	\$6,450	Preserve
977	Monterey pine	28	4	Moderate	Yes	\$11,100	Preserve
980	Coast live oak	10	4	Moderate	Yes	\$2,250	Preserve
981	Coast live oak	18	3	Moderate	Yes	\$4,200	Preserve
982	Coast live oak	31	4	Moderate	Yes	\$19,650	Preserve
983	Coast live oak	31	3	Moderate	Yes	\$14,100	Preserve
985	Coast live oak	11	4	Moderate	Yes	\$2,650	Preserve
986	Coast live oak	15	3	Moderate	Yes	\$3,450	Preserve
988	Coast live oak	14	3	Moderate	Yes	\$2,650	Preserve
989	Coast live oak	11	3	Low	Yes	\$1,950	Preserve
990	Coast live oak	12	4	Moderate	Yes	\$3,100	Preserve
991	Coast live oak	37	3	Moderate	Yes	\$20,000	Preserve
993	Coast live oak	21	3	Low	Yes	\$6,600	Preserve
994	Coast live oak	12	4	Moderate	Yes	\$3,100	Preserve
995	Coast live oak	11	3	Moderate	Yes	\$1,950	Preserve
1001	Evergreen ash	17	3	Moderate	Yes	\$3,550	Preserve
1002	Coast live oak	33	4	Moderate	Yes	\$22,250	Preserve

Preserve Heritage

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Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
1004	Xylosma	14,10	3	Moderate	Yes	\$8,000	Preserve
1005	Coast live oak	13,13	4	Moderate	Yes	\$7,050	Preserve
1006	Coast live oak	13	3	Low	Yes	\$2,650	Preserve
1008	Coast live oak	12,11,8,7	3	Moderate	Yes	\$4,050	Preserve
1009	Coast live oak	36	3	Moderate	Yes	\$18,950	Preserve
1010	Coast live oak	45	3	Moderate	Yes	\$29,500	Preserve
1015	Coast live oak	10	3	Moderate	Yes	\$1,650	Preserve
1016	Coast live oak	12	4	Moderate	Yes	\$3,100	Preserve
1017	Coast live oak	25	4	High	Yes	\$12,850	Preserve
1021	Calif. bay	13,11	3	Moderate	Yes	\$6,300	Preserve
1027	Coast live oak	17	3	Moderate	Yes	\$4,400	Preserve
1028	Coast live oak	12	3	Moderate	Yes	\$2,300	Preserve
1031	Coast live oak	14,12,10	4	Moderate	Yes	\$7,100	Preserve
1033	Coast live oak	15	3	Moderate	Yes	\$3,450	Preserve
1035	Coast live oak	10	3	Moderate	Yes	\$1,650	Preserve
1037	Coast live oak	12	3	Moderate	Yes	\$2,300	Preserve
1038	Coast live oak	12	3	Moderate	Yes	\$2,300	Preserve
1039	Coast live oak	12	3	Moderate	Yes	\$2,300	Preserve
1042	Coast live oak	13	4	Moderate	Yes	\$3,600	Preserve
1052	Coast live oak	12,8	3	Moderate	Yes	\$3,200	Preserve
1053	Coast live oak	12	4	Moderate	Yes	\$3,100	Preserve
1057	Valley oak	26	3	Moderate	Yes	\$16,800	Preserve
1059	Valley oak	30	3	Moderate	Yes	\$22,300	Preserve
1075	Coast live oak	10	5	High	Yes	\$2,450	Preserve
1081	Coast live oak	18	3	Moderate	Yes	\$4,900	Preserve
1082	Coast live oak	12	3	Moderate	Yes	\$2,300	Preserve
1083	Coast live oak	9,9,4	3	Moderate	Yes	\$2,550	Preserve
1085	Coast live oak	14,7,4	3	Moderate	Yes	\$3,750	Preserve
1086	Coast live oak	15,14,6	3	Moderate	Yes	\$6,300	Preserve
1087	Coast live oak	22,21,20,15	4	Moderate	Yes	\$18,950	Preserve
1088	Coast live oak	12,8,5	3	Low	Yes	\$3,200	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024



Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
1089	Coast live oak	18,17,16	4	Moderate	Yes	\$12,600	Preserve
1090	Coast live oak	11,9	3	Low	Yes	\$3,100	Preserve
1091	Coast live oak	12,12	3	Moderate	Yes	\$4,350	Preserve
1092	Coast live oak	13,9	3	Moderate	Yes	\$3,800	Preserve
1093	Coast live oak	16	3	Low	Yes	\$3,900	Preserve
1094	Coast live oak	19,13	3	Moderate	Yes	\$7,850	Preserve
1095	Coast live oak	20	4	Moderate	Yes	\$8,300	Preserve
1099	Coast live oak	19,18,15,15	4	Moderate	Yes	\$14,050	Preserve
1100	Coast live oak	28	4	Moderate	Yes	\$16,100	Preserve
1101	Coast live oak	23	3	Low	Yes	\$4,550	Preserve
1103	Coast live oak	15,14,9	4	Moderate	Yes	\$8,750	Preserve
1106	Coast live oak	10	4	Moderate	Yes	\$2,250	Preserve
1107	Valley oak	33	3	Moderate	Yes	\$26,900	Preserve
1109	Coast live oak	10	5	High	Yes	\$2,800	Preserve
1110	Coast live oak	23	4	Moderate	Yes	\$10,900	Preserve
1116	Coast live oak	19	4	Moderate	Yes	\$7,500	Preserve
1117	Calif. bay	31	4	Moderate	Yes	\$33,200	Preserve
1119	Calif. bay	8,7,6,5,5,5,4,	3	Moderate	Yes	\$2,950	Preserve
1120	Calif. bay	9,8,7,7,6,5,5,	3	Moderate	Yes	\$3,750	Preserve
1122	Calif. bay	21,19,15	3	Moderate	Yes	\$19,850	Preserve
1125	Coast live oak	17,14	3	Moderate	Yes	\$7,200	Preserve
1127	Coast live oak	15	3	Moderate	Yes	\$3,450	Preserve
1128	Coast live oak	12	3	Moderate	Yes	\$2,300	Preserve
1129	Coast live oak	23	4	High	Yes	\$9,400	Preserve
1130	Flaxleaf paperbark	16,10	3	Low	Yes	\$9,550	Preserve
1131	Glossy privet	12,10,9,6,6,6	3	Moderate	Yes	\$3,750	Preserve
1140	Coast live oak	24	4	High	Yes	\$11,850	Preserve
1144	Calif. black walnut	18,17,16,14,	3	Low	Yes	\$9,050	Preserve
1156	Valley oak	26	3	Moderate	Yes	\$14,400	Preserve
1157	Silk tree	11,8,7,7,7,4	4	High	Yes	\$3,400	Preserve
1191	Coast live oak	18	4	Moderate	Yes	\$5,800	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024



Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
1192	Coast live oak	20,16,8	4	Moderate	Yes	\$11,600	Preserve
1193	Coast live oak	18,12	3	Moderate	Yes	\$6,000	Preserve
1194	Coast live oak	23	3	Moderate	Yes	\$6,750	Preserve
1195	Canary Island palm	28	5	High	Yes	\$11,300	Preserve
1200	Coast live oak	21	4	Moderate	Yes	\$9,150	Preserve
1204	Coast live oak	19,11	3	Moderate	Yes	\$6,200	Preserve
1214	Coast live oak	18,16	3	Moderate	Yes	\$7,400	Preserve
1215	Coast live oak	12	3	Moderate	Yes	\$2,000	Preserve
1217	Coast live oak	8,6	3	Moderate	Yes	\$1,450	Preserve
1218	Coast live oak	14,10	3	Moderate	Yes	\$2,650	Preserve
1219	Coast live oak	16	4	Moderate	Yes	\$4,650	Preserve
1220	Coast live oak	11,9	4	High	Yes	\$3,700	Preserve
1221	Coast live oak	12	3	Moderate	Yes	\$2,000	Preserve
1231	Coast live oak	10	3	Moderate	Yes	\$1,650	Preserve
1232	Coast live oak	10	4	Moderate	Yes	\$2,250	Preserve
1233	Coast live oak	10,9	4	Moderate	Yes	\$3,850	Preserve
1234	Coast live oak	11	4	High	Yes	\$2,650	Preserve
1235	Coast live oak	11	4	Moderate	Yes	\$2,650	Preserve
1237	Deodar cedar	19,13	4	Moderate	Yes	\$10,950	Preserve
1238	Strawberry tree	9,9,7,5,5,3	4	Moderate	Yes	\$6,150	Preserve
1243	Valley oak	12	4	Moderate	Yes	\$5,150	Preserve
1251	Coast redwood	34	4	High	Yes	\$16,250	Preserve
1252	Coast redwood	54	4	High	Yes	\$40,700	Preserve
1253	Coast redwood	34	3	Moderate	Yes	\$11,650	Preserve
1254	Coast redwood	38	4	Moderate	Yes	\$20,250	Preserve
1255	Coast redwood	32	4	Moderate	Yes	\$14,400	Preserve
1257	Valley oak	33	4	Moderate	Yes	\$37,600	Preserve
1258	Coast redwood	43	4	Moderate	Yes	\$25,900	Preserve
1259	Coast redwood	36	4	Moderate	Yes	\$18,200	Preserve
1260	Coast redwood	49	3	Moderate	Yes	\$24,000	Preserve
1261	Coast redwood	33	4	Moderate	Yes	\$15,350	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024



Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
1280	Coast redwood	28	4	High	Yes	\$11,100	Preserve
1281	Coast redwood	18	4	High	Yes	\$4,700	Preserve
1284	Coast redwood	20	4	Moderate	Yes	\$5,750	Preserve
1285	Coast redwood	21	4	Moderate	Yes	\$6,350	Preserve
1289	Coast redwood	18	4	High	Yes	\$4,700	Preserve
1298	Coast redwood	15	4	Moderate	Yes	\$2,800	Preserve
1312	Sweetgum	21	3	Moderate	Yes	\$11,000	Preserve
1314	Sweetgum	21	3	Moderate	Yes	\$11,000	Preserve
1315	Sweetgum	23	3	Moderate	Yes	\$13,200	Preserve
1317	Sweetgum	17	3	Moderate	Yes	\$7,300	Preserve
1318	Sweetgum	19	4	Moderate	Yes	\$12,600	Preserve
1321	Persimmon	15	4	High	Yes	\$4,950	Preserve
1323	Carob	29	3	Moderate	Yes	\$8,900	Preserve
1325	Carob	32	3	Low	Yes	\$12,900	Preserve
1327	Carob	32	3	Moderate	Yes	\$12,900	Preserve
1376	Coast live oak	34	4	Moderate	Yes	\$23,600	Preserve

Policy	Summary	Consistency Analysis
Policy LU 2.1 Neighborhood Compatibility	Ensure that new residential development possesses high-quality design that is compatible with the scale, look, and feel of the surrounding neighborhood and that respects the City's residential character.	<ul style="list-style-type: none"> The project would adhere to extensive design standards outlined in the CDP and developed for the project
Policy LU 2.2 Open Space	Require accessible, attractive open space that is well maintained and uses sustainable practices and materials in all new multiple dwelling and mixed-use development.	<ul style="list-style-type: none"> The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including a public park to be dedicated to the City) that would include areas for active and passive uses such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park. Programming for the public park would be developed through an outreach process
Policy LU 2.5 Below Market Rate Housing	Require residential developments of five or more units to comply with the provisions of the City's Below-Market Rate (BMR) Housing Program, including eligibility for increased density above the number of market rate dwellings otherwise permitted by the applicable zoning and other exceptions and incentives	<ul style="list-style-type: none"> The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy LU 2.6 Underground Utilities	Require all electric and communications lines serving new development to be placed underground	<ul style="list-style-type: none"> Electric and communication lines would be placed underground
Policy LU 2.9 Compatible Uses	Promote residential uses in mixed-use arrangements and the clustering of compatible uses such as employment centers, shopping areas, open space and parks, within easy walking and bicycling distance of each other and transit stops.	<ul style="list-style-type: none"> The project would include a mix of uses (office/R&D and residential, with some retail/restaurant components) and is located in close proximity to downtown Menlo Park employment centers The project would include 12 acres of publicly accessible open space and increase bicycle and pedestrian connections
Policy LU 4.4 Community Amenities	Require proposed development projects of a certain minimum scale to support and contribute to programs that benefit the community and the City, including education, transit, transportation, infrastructure, sustainability, neighborhood-serving amenities, child care, housing, job training, and meaningful employment for Menlo Park youth and adults	<ul style="list-style-type: none"> The proposed project includes a development agreement which includes community benefits such as dedication of a public park, dedication of a parcel to an affordable housing developer for a 100% affordable building, publicly accessible event space and sustainability and transportation benefits, among others
Policy LU 4.7	Evaluate proposed development of a certain minimum scale for its potential	<ul style="list-style-type: none"> The City prepared a fiscal impact analysis and supplemental memo to

Fiscal Impacts	fiscal impacts on the City and community	disclose the fiscal impacts of the proposed project on the City and special districts
Policy LU 6.2 Open Space in New Development	Require new nonresidential, mixed use, and multiple dwelling development of a certain minimum scale to provide ample open space in form of plazas, greens, community gardens, and parks whose frequent use is encouraged through thoughtful placement and design	<ul style="list-style-type: none"> The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including the public park to be dedicated to the City) that would include areas such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park
Policy LU 6.4 Park and Recreational Land Dedication	Require new residential development to dedicate land, or pay fees in lieu thereof, for park and recreation purposes.	<ul style="list-style-type: none"> The DA includes dedication of a park and payment of a rec in lieu fees
Policy LU 6.8 Landscaping in Development	Encourage extensive and appropriate landscaping in public and private development to maintain the City's tree canopy and to promote sustainability and healthy living, particularly through increased trees and water-efficient landscaping in large parking areas and in the public right-of-way.	<ul style="list-style-type: none"> Approximately 336 heritage trees would be retained at the project site and 860 new trees would be planted Including retained non-heritage trees, the site would contain a total of 1,392 trees
Policy LU 6.9 Pedestrian and Bicycle Facilities	Provide well-designed pedestrian and bicycle facilities for safe and convenient multi-modal activity through the use of access easements along linear parks or paseos	<ul style="list-style-type: none"> The project would include new pedestrian and bicycle connections through the site and upgrades along the northern and southern boundaries of the site
Policy LU 7.1 Sustainability	Promote sustainable site planning, development, landscaping, and operational practices that conserve resources and minimize waste.	<ul style="list-style-type: none"> The project would comply with the City's water efficient landscaping ordinance, CalGreen code requirements, and be designed to meet waste planning and LEED requirements per the C-1-S zoning district
Policy LU 7.5 Reclaimed Water Use	Implement use of adequately treated "reclaimed" water (recycled/non-potable water sources such as, graywater, blackwater, rainwater, stormwater, foundation drainage, etc.) through dual plumbing systems for outdoor and indoor uses, as feasible	<ul style="list-style-type: none"> The proposed project would be dual plumbed for future use of recycled water The development agreement includes future connections for recycled water
Policy LU 7.9 Green Building	Support sustainability and green building best practices through the orientation, design, and placement of buildings and facilities to optimize their energy efficiency in preparation of State zero-net energy requirements for residential construction in 2020 and commercial construction in 2030.	<ul style="list-style-type: none"> The project would be designed to comply with the City's applicable LEED requirements; and would comply with the City's Green and Sustainable Building requirements

<p>Policy CIRC 2.11</p> <p>Design of New Development</p>	<p>Require new development to incorporate design that prioritizes safe pedestrian and bicycle travel and accommodates senior citizens, people with mobility challenges, and children</p>	<ul style="list-style-type: none"> • The project would install frontage improvements and Class I multi-modal bicycle and pedestrian paths along the northern and southern project boundaries, and Class IV bike lanes along the Laurel Street frontage • The project includes pedestrian paths through the site that would eventually connect to the Middle Ave. Caltrain undercrossing and other pedestrian improvements
<p>Policy CIRC 2.14</p> <p>Impacts of New Development</p>	<p>Require new development to mitigate its impacts on the safety (e.g., collision rates) and efficiency (e.g., vehicle miles traveled (VMT) per service population or other efficiency metric) of the circulation system. New development should minimize cut-through and high-speed vehicle traffic on residential streets; minimize the number of vehicle trips; provide appropriate bicycle, pedestrian, and transit connections, amenities and improvements in proportion with the scale of proposed projects; and facilitate appropriate or adequate response times and access for emergency vehicles.</p>	<ul style="list-style-type: none"> • The EIR evaluated the project's potential impact on VMT and determined that its impact would be less than significant when mitigation measures were incorporated as part of project implementation • The project was designed to reduce cut through traffic through the alignment of driveways • The project would include publicly accessible pathways which would provide pedestrian access and improve pedestrian and bicycle infrastructure in the area • The project includes a transportation demand management (TDM) plan that would reduce project trips by 35% • The project would install frontage improvements to facilitate bike and pedestrian connections within the vicinity of the project site
<p>Policy CIRC 6.3</p> <p>Shuttle Service</p>	<p>Encourage increased shuttle service between employment centers and the Downtown Menlo Park Caltrain station.</p>	<ul style="list-style-type: none"> • As part of the DA, the project would either make payments towards the City's shuttle or provide its own
<p>Policy CIR 7.1</p> <p>Parking and New Development</p>	<p>Ensure new development provides appropriate parking ratios, including application of appropriate minimum and/or maximum ratios, unbundling, shared parking, electric car charging, car sharing, and Green Trip Certified strategies to accommodate residents, employees, customers, and visitors</p>	<ul style="list-style-type: none"> • The proposed project is consistent with the parking requirements in the proposed C-1-S zoning district as modified through the CDP • During the architectural control stage, staff would verify that the project provides sufficient EV charging facilities per the City's EV Charging Ordinance • Parking for the multi-family buildings would be unbundled and the 100% affordable building would share parking with non-residential components of the project
<p>Policy H4.2</p> <p>Housing to Address</p>	<p>Strive to provide opportunities for new housing development to meet the City's share of its Regional Housing Needs Allocation (RHNA). In doing so, it is the</p>	<ul style="list-style-type: none"> • Project would provide 97 inclusionary housing units and up to 154 additional BMR units on a parcel to be dedicated to an affordable housing developer

Local Housing Needs	City's intent to provide an adequate supply and variety of housing opportunities to meet the needs of Menlo Park's workforce and special needs populations, striving to match housing types, affordability and location, with household income, and addressing the housing needs of extremely low income persons, lower income families with children, shared housing and lower income seniors.	<ul style="list-style-type: none"> Project would provide various types of units within the project including apartments of various sizes, attached townhomes and detached townhomes addressing housing needs for various types of households, which would contribute to the City's RHNA numbers
Policy H4.4 Variety of Housing Choices	Encourage well-designed residential mixed-use developments where residential use is appropriate to the setting. Encourage mixed-use development in proximity to transit and services, such as shopping centers, the C-4 district along Willow Road near the Willows neighborhood, properties zoned C-1, C-1-A, C-1-C, C-2 and C-2-A, C-2-B, C-2-S, and P, as well as near the downtown to support downtown businesses (consistent with the El Camino Real/Downtown Specific Plan).	<ul style="list-style-type: none"> The project includes a mix of uses and a variety of housing types (attached and detached townhomes and apartments of various sizes) The project would provide housing near the Caltrain station and downtown Menlo Park
Policy H4.10 Preferences for Affordable and Moderate-Income Housing	Implement BMR and moderate-income housing preferences for people living or working in Menlo Park to the extent consistent with Fair Housing laws.	<ul style="list-style-type: none"> To the extent consistent with State Law, the City is applying its BMR preferences to the project, consistent with this policy
Policy H4.11 Inclusionary Housing Approach	Require residential developments involving five (5) or more units to provide very low-, low- and moderate-income housing units. In-lieu fees are allowed but not encouraged.	<ul style="list-style-type: none"> The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy H4.16 Neighborhood Responsibilities within Menlo Park	Seek ways specific to each neighborhood to provide additional housing as part of each neighborhood's fair share responsibility and commitment to help achieve community-wide housing goals.	<ul style="list-style-type: none"> This project would bring 800 residential units near downtown

ORDINANCE NO. 1126**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MENLO PARK AND LPGS MENLO, LLC, FOR THE PARKLINE MASTER PLAN PROJECT**

The City Council of the City of Menlo Park does ordain as follows:

SECTION 1.

This Ordinance is adopted under the authority of Government Code Section 65864 et seq. and pursuant to the provisions of City Resolution No. 4159, which establishes procedures and requirements for the consideration of developments within the City of Menlo Park ("City"). This Ordinance incorporates by reference that certain Development Agreement for the Parkline Master Plan Project (the "Development Agreement") by and between the City and LPGS Menlo, LLC, a Delaware limited liability company ("Applicant") attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2.

The City, as lead agency, prepared an Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the approximately 64.3 acre site, commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site"). On September 30, 2025, by Resolution No. 6996, the City Council certified the EIR, made certain findings, and adopted a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Plan, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the Development Agreement is within the scope of the EIR.

SECTION 3.

As required by Resolution No. 4159, the Planning Commission reviewed the Development Agreement at a duly and properly noticed public hearing held on August 25, 2025 and recommended that the City Council adopt this ordinance. As part of its recommendation to the City Council, the Planning Commission determined that the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Project Site is located; is in conformity with public convenience, general welfare and good land use practice; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; and will not adversely affect the orderly development of property or the preservation of property values within the City.

SECTION 4.

The City Council held a duly and properly noticed public hearing on the Development Agreement on September 30, 2025. The City Council finds that the following are the relevant facts concerning the Development Agreement:

1. The General Plan designates the Project Site for Professional and Administrative Office land uses. The Project Site is zoned C-1-S-X (Administrative, Professional and Research, Special; Conditional Development Combining District).
2. The Applicant proposes a unified, master-planned development of the Project Site consisting of multiple contiguous parcels of approximately 64.3 acres.

3. The Applicant proposes to demolish 35 existing buildings and a church and associated multi-use building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a maximum of 1,000,000 SF of non-residential uses, consisting of up to 925,000 SF of office, research and development buildings, inclusive of approximately 287,000 SF in existing Buildings P, S and T, which may be replaced in the future as a Modified Project Approval, as defined in the Development Agreement, and the balance of non-residential space for commercial amenity or commercial/retail uses; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project").
4. The Applicant proposes to provide various community benefits as outlined in the Development Agreement which are in excess of those dedications, conditions, and exactions that may be imposed under applicable law and thus otherwise would not be achievable without the express agreement of Applicant.

SECTION 5.

As required by Section 302 of Resolution No. 4159 and based on an analysis of the facts set forth above, the staff report to the City Council, the presentation to the Council, supporting documents, and public testimony, the City Council hereby adopts the following as its findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan. As described in the EIR, the Project will be consistent with the land use designations and the goals and policies of the General Plan.
2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the C-1-S-X district in which the Project Site is located because the Project Site creates opportunities for housing and employment within ½ mile of a major transit stop (e.g. Caltrain station), includes quality residential development at a range of densities in conjunction with commercial development; creates opportunities for research and development (R&D), including life science and laboratory uses, appropriately conditioned to ensure compatibility with office, residential and other allowable uses; blends with and complements existing neighborhoods through site development regulations and design standards that minimize impacts to adjacent uses; provides a quality and sustainable living environment for residents, workers, and visitors; creates housing opportunities emphasizing housing diversity and affordability for families and other household compositions through mixed sized housing unit sizes, variation in building types, and variation in housing unit designs; creates integrated site development and open space planning with the inclusion of public use open space amenities.
3. The Development Agreement is in conformity with public convenience, general welfare and good land use practices because the Project is consistent with the General Plan and zoning designations for the Project Site and appropriate utilities and services can be provided for the Project.
4. The Development Agreement will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City.
5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values within the City.

6. The Development Agreement will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto by establishing the regulations concerning land use development, timing and sequencing of Project development and the payment of fees.
7. The Development Agreement will result in the provision of community benefits by the Applicant, such as additional funding for transportation improvements, a shuttle to transport residents and workers to and from the Project Site or funding for the City's commuter shuttles, land dedication to an affordable housing developer for up to 154 below market rate units, funding for maintenance of future City park, along with the construction, dedication, and maintenance of a public restroom to serve the park, commitment to use union labor for the core and shell for the non-residential buildings and encourage residential developers to use union labor, and community use of open space within the Project, including the Event Area within the Parkline Commons. The Development Agreement also includes an agreement to enter into a Payment In Lieu of Taxes (PILOT) to ensure the City receives expected revenue and a sales tax point of sale designation during construction to increase tax revenue for the City. Additionally, the Development Agreement includes several sustainability benefits, including all-electric buildings, installation of recycled water distribution infrastructure for future connections to planned recycled water, and the use of non-diesel backup generators provided specific operational and cost criteria are met.

SECTION 6.

Based upon the above findings of fact, the Development Agreement for the Project is hereby approved, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager in consultation with the City Attorney. The City Council hereby authorizes the Mayor to execute the Development Agreement and all documents required to implement the Development Agreement on behalf of the City.

SECTION 7.

No later than ten days after this ordinance is effective and has been executed by all parties, the City Clerk shall record with the San Mateo County Recorder a copy of the Development Agreement, as required by Government Code Section 65868.5.

SECTION 8.

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

SECTION 9.

This ordinance shall become effective thirty (30) days after the date of its adoption. Within fifteen (15) days of its adoption, the ordinance shall be posted in three (3) public places within the City of Menlo Park, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City of Menlo Park prior to the effective date.

INTRODUCED on September 30, 2025, and PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the 7th day of October, 2025, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Drew Combs, Mayor

ATTEST:

Judi A. Herren, City Clerk

Exhibit A: Development Agreement for the Parkline Master Plan Project by and between the City of Menlo Park and LPGS Menlo, LLC

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: City Clerk

Exempt from recording fee per
Govt. Code §6103 and 27383

Space Above This Line Reserved for Recorder's Use

DEVELOPMENT AGREEMENT

by and between the

CITY OF MENLO PARK,
a California municipal corporation

and

LPGS MENLO, LLC
a Delaware limited liability company

regarding the

PARKLINE MASTER PLAN PROJECT

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LIST OF EXHIBITS

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Exhibit B	Legal Description of Property
Exhibit C	Consent of SRI International
Exhibit D	Consent of First Church of Christ, Scientist, Menlo Park, California
Exhibit E	List of Impact Fees
Exhibit F	Parkline Phasing Plan
Exhibit G	Project Site Plan – Full Buildout
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Exhibit I	Conceptual Open Space Plan – Phase 1
Exhibit J	Form of Assignment and Assumption Agreement
Exhibit K	Form of PILOT (Payment In Lieu of Taxes) Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) dated for reference purposes as of November 6, 2025, is entered into by and between LPGS MENLO, LLC, a Delaware limited liability company (“**Developer**”), and the CITY OF MENLO PARK, a California municipal corporation (“**City**”). Developer and City are sometimes referred to individually herein as a “**Party**” and collectively as “**Parties**.”

RECITALS

The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Section 1.1 of this Agreement.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted Section 65864 *et seq.* of the Government Code (“**Development Agreement Statute**”) which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement, establishing certain development rights in the subject property.

B. As authorized by the Development Agreement Statute, the City has adopted Resolution No. 4159 adopting regulations establishing procedures and requirements for consideration of development agreements within the City of Menlo Park (“**Development Agreement Regulations**”). The provisions of the Development Agreement Statute and City’s Development Agreement Regulations are collectively referred to herein as the “**Development Agreement Law**.” This Agreement has been drafted and processed pursuant to the Development Agreement Law.

C. SRI International, a California nonprofit public benefit corporation (“**SRI**”), owns real property commonly known as 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Numbers 062-390-660; 062-390-670; 062-390-730; 062-390-760; and 062-390-780 (the “**SRI Property**”).

D. Developer has entered into that certain Ground Lease Option Agreement dated December 10, 2021 (“**Ground Lease Option**”), with SRI regarding the SRI Property, inclusive of a portion of the SRI Property comprising existing Buildings P, S and T (the “**Buildings P, S and T Property**”), located on APN 062-390-730 and a portion of APN 062-390-780, which SRI will continue to utilize.

E. LPGS 201 Ravenswood, LLC, a Delaware limited liability company (“**LPGS 201**”), an affiliate of Developer, has entered into that certain Purchase and Sale Agreement, dated January 30, 2024 (the “**Purchase Agreement**”), with the First Church of Christ, Scientist, Menlo Park, California a California non-profit corporation (“**Church Owner**”) regarding real property adjacent to the SRI Property commonly known as 201 Ravenswood Avenue in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Number 062-390-050 (the “**Church Property**”).

F. The SRI Property, inclusive of the Buildings P, S and T Property, and the Church Property shall be referred to herein collectively as the “**Property**”. The Property, including the outline of the SRI Property, Buildings P, S and T Property, and Church Property, are depicted on the “**Site Map**” attached hereto as Exhibit A. The Property is more particularly described in the legal description attached hereto as Exhibit B.

G. This Agreement concerns the Property which comprises: (i) the SRI Property, owned by SRI, subject to the Ground Lease Option between SRI and Developer, and therefore Developer has an equitable interest in the SRI Property; and (ii) the Church Property, located adjacent to the SRI Property, owned by Church Owner, subject to the Purchase Agreement between Church Owner and LPGS 201, an affiliate entity that Developer controls, and therefore Developer has an equitable interest in the Church Property. Further, SRI has consented to the terms of this Agreement with respect to the SRI Property and Church Owner has consented to the terms of this Agreement with respect to the Church Property, as shown on Exhibit C and Exhibit D, respectively (collectively, the “**Consents**”).

H. Developer applied to City (A) requesting (i) an amendment to the General Plan (“**General Plan**”) Land Use Element and Land Use Map, (ii) an amendment to the zoning ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, (iii) an amendment to the zoning map to apply the newly added C-1-S zoning to the Property, (iv) rezoning the Property to add a Conditional Development (“**X**”) Combining District, and (B) requesting approval of (i) a conditional development permit (“**CDP**”), (ii) a below market rate (“**BMR**”) housing agreement, (iii) a vesting tentative map (“**VTM**”) to subdivide the Property, and (iv) a Development Agreement, all in order to redevelop the Property with: (i) construction of five new office/R&D buildings totaling approximately 1,051,600 square feet (“**SF**”) and one new amenity building of approximately 40,000 SF to replace 35 buildings of approximately the same amount of square footage combined (i.e., approximately 1,093,602 SF) on the SRI Property to be demolished, along with a church and associated facilities on the Church Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which up to thirty one percent (31%) (approximately 251 units) would be affordable housing units; (iii) provision of approximately 3,719 parking spaces (surface spaces and within three parking garages); (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath new public recreational facilities, (vii) provision of publicly accessible open space across the campus, and (viii) related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the “**Proposed Project**”).

I. Pursuant to the California Environmental Quality Act and its associated regulations (Public Resources Code Section 21000 *et seq.* and the CEQA Guidelines at California Code of Regulations, Title 14, Section 15000 *et seq.*) (together and as they may be amended, “**CEQA**”), City conducted environmental review of the Proposed Project and prepared and duly processed an Environmental Impact Report (State Clearinghouse No. 2022120058) (“**Project EIR**”).

J. In response to community feedback regarding the Proposed Project, Developer has proposed to modify the Proposed Project by reducing the amount of new non-residential office/R&D building space to a maximum of 1,000,000 SF, inclusive of the approximately 287,000

SF comprising existing Buildings P, S and T. Accordingly, for purposes of this Agreement, the “**Project**” encompasses: (i) construction of a maximum of 1,000,000 SF of non-residential uses, consisting of up to 925,000 SF of office, research and development buildings, inclusive of approximately 287,000 SF in existing Buildings P, S and T, which may be replaced in the future as a Modified Project Approval, defined herein, and the balance of non-residential space for commercial amenity or commercial/retail uses to replace 35 buildings of approximately 1,093,602 SF on the SRI Property to be demolished, along with demolition of a church and associated facilities on the Church Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which up to thirty one percent (31%) (approximately 251 units) would be affordable housing units; (iii) provision of parking spaces (consisting of surface spaces and spaces within no more than three parking garages) in accordance with the ratios provided in the Zoning Amendments defined in Recital L.3, below; (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath new public recreational facilities, (vii) provision of publicly accessible open space across the campus, and (viii) related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping.

K. This Agreement between City and Developer sets forth, among other things, the applicable fees, policies and zoning requirements that apply to development of the Property and provides Developer with a vested right to develop the Project thereon, as may be modified in accordance with Article 9 herein.

L. Prior to or concurrently with approval of this Agreement, City has taken the following actions in connection with development of the Property (together with this Agreement, the “**Existing Approvals**”).

1. Certification of the Project EIR as adequate under CEQA and adoption of a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the Project EIR (the “**Project MMRP**”), by Resolution No. 6996, adopted by the City Council on September 30, 2025.

2. Approval of amendments to the General Plan Land Use Element and Land Use Map to allow the residential density and non-residential floor area proposed for the Project and to change the land use designation of the Church Property, by Resolution No. 6997, adopted by the City Council on September 30, 2025 (“**General Plan Amendment**”).

3. Approval of Ordinance No. 1125 adopted by the City Council on October 7, 2025, thereby enacting and authorizing the following (collectively, (i), (ii), (iii) and (iv) below, the “**Zoning Amendments**”):

(i) an amendment to the Menlo Park Zoning Ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district;

(ii) an amendment to the Menlo Park Zoning Map to apply the newly added C-1-S zoning to the Property;

(iii) an amendment to the Menlo Park Zoning Map to rezone the Property to add a Conditional Development (“X”) Combining District for the Project; and

(iv) a Conditional Development Permit to authorize the Project (the “**Parkline CDP**”), together with the Project Development Regulations and Design Standards (“**Parkline Guidelines**”) and associated conditions of approval (“**Parkline CDP Conditions**”).

4. Approval of Vesting Tentative Map for the Project to merge and re-subdivide existing parcels on the Property, approve dedication of public rights-of-way, parklands and open space and utility easements, and allow filing of multiple final maps for the Project, by Resolution No. 6998, adopted by the City Council on September 30, 2025 (“**Parkline VTM**”), together with associated conditions of approval (“**Parkline VTM Conditions**”).

5. Approval of the Project Wide Affordable Housing Agreement specifying terms for Developer to provide onsite reduced-cost housing units, by Resolution No. 6999, adopted by the City Council on September 30, 2025 (“**BMR Agreement**”).

6. Approval of this Agreement by Ordinance No. 1126 (the “**Enacting Ordinance**”), adopted by the City Council on October 7, 2025 (the “**Agreement Date**”).

M. City has determined that by entering into this Agreement, City will further the purposes set forth in the Development Agreement Law and City will benefit from the increased range of housing options, employment opportunities, sustainability enhancements, circulation improvements, and open space created by the Project for residents of City.

N. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Existing Approvals and Subsequent Project Approvals, thereby encouraging planning for, investment in, and commitment to use and development of the Property. Continued use and development of the Property will in turn provide substantial employment, tax, and other public benefits to City, and provide for expanded park, recreation and open space facilities for City residents as well as expanded housing opportunities affordable to varying household income levels, which is a critical City need, thereby achieving the goals and purposes for which the Development Agreement Law was enacted.

O. The terms and conditions of this Agreement have undergone review by City staff, the City’s Planning Commission and the City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the Development Agreement Law and the goals, policies, standards, and land use designations specified in the General Plan and, further, the City Council finds that the economic interests of City’s citizens and the public health, safety and welfare will be best served by entering into this Agreement.

P. On August 25, 2025, the Planning Commission, the initial hearing body for purposes of development agreement review, recommended approval of this Agreement to the City Council. Following a duly noticed public hearing, on September 30, 2025, the City Council introduced the Enacting Ordinance and on October 7, 2025 the City Council adopted the Enacting Ordinance.

A G R E E M E N T

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions.

“**Administrative Amendment**” is defined in Section 8.6.

“**Affiliate**” is defined in Section 10.1.

“**Affordable Housing Covenant**” is defined in Section 4.1.B.

“**Affordable Housing Developer**” is defined in Section 5.1.C.

“**Affordable Housing Financing**” is defined in Section 5.1.C.

“**Affordable Housing Land**” is defined in Section 5.1.C.

“**Agreement**” means this Development Agreement.

“**Agreement Date**” means the date of adoption of the Enacting Ordinance as provided in Recital L.6.

“**Applicable City Regulations**” means (a) the permitted uses of the Property, the maximum density and/or total number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions, and requirements for subsequent discretionary actions, the provisions for public improvements, and other terms and conditions of development applicable to the Property as set forth in the Existing Approvals, the General Plan of the City on the Effective Date, the Municipal Code of the City on the Effective Date, and the other ordinances, policies, rules, regulations, guidelines, standards and specifications of the City in effect on the Effective Date; (b) New City Laws that apply to the Property as set forth in Section 3.1, 3.3C, or 3.3D herein; and (c) regulations that apply to the Property as set forth in Section 3.3A and B herein.

“**Applicable Law**” means (a) all State and Federal laws and regulations applicable to the Property and the Project as enacted, adopted and amended from time to time and (b) the Applicable City Regulations.

“**Assignment and Assumption Agreement**” is defined in Section 10.1 and a form thereof attached hereto as Exhibit J.

“**BMR Agreement**” is defined in Recital L.5.

“**BMR Ordinance**” means Menlo Park Municipal Code Chapter 16.96, as it may be amended from time to time.

“**BMR Guidelines**” means the guidelines promulgated and adopted by the City pursuant to the BMR Ordinance, as it may be amended from time to time.

“**BSL**” is an acronym for and means biosafety level.

“**BSL 3 Facility**” is defined in Section 3.11.

“**Buildings P, S and T Property**” is defined in Recital D and depicted on the Site Map attached hereto as Exhibit A.

“**Building Permit**”, when capitalized in this Agreement, means a City-issued building permit for construction (including any permanent elements of the basement above the lowest level basement slab); permits for demolition or grading shall not constitute a Building Permit.

“**CEQA**” is defined in Recital I.

“**Certificate of Occupancy**” means a certificate issued by City evidencing construction completion under a City-issued Building Permit following an approved final inspection of the applicable building, structure or improvements which allows occupancy of the associated building, structure or improvement. For purposes of this Agreement, “Certificate of Occupancy” does not include a Temporary Certificate of Occupancy

“**CFDs**” is defined in Section 4.2.A.

“**CFD Bonds**” is defined in Section 4.2.C.

“**CFD Facilities**” is defined in Section 4.2.B.

“**Changes in the Law**” is defined in Section 3.8.

“**Church Owner**” is defined in Recital E and means the First Church of Christ, Scientist, Menlo Park.

“**Church Property**” is defined in Recital E and depicted on the Site Map attached hereto as Exhibit A.

“**City**” means the City of Menlo Park, a California municipal corporation.

“**City Council**” means the City Council of the City of Menlo Park.

“**City Parties**” and “**City Party**” are defined in Section 12.17.

“**City Shuttle**” is defined in Section 5.1.A.

“**Claims**” means liabilities, obligations, orders, claims, damages, fines, penalties, and expenses, including reasonable attorneys’ fees and costs.

“Commence Construction” or **“Commencement of Construction”** as used in the Parkline Phasing Plan means the issuance of a Building Permit by City for vertical improvements, mobilization of construction equipment and workers on-site, and commencement of actual vertical construction activities thereon (i.e. not just pouring slabs and foundations) under such Building Permit.

“Complete Construction” or **“Completion of Construction”** means the completion of a final inspection by the City of the specified portion of the specified work or Improvement.

“Connection Fees” means those fees charged by City or by a utility provider to utility users as a cost for connecting to water, sanitary sewer and other applicable utilities.

“Consents” are defined in Recital G.

“Control”, “Controlling”, “Controlled”, and “Common Control” are defined in Section 10.1.

“CPI” means Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor or its successors, San Francisco-Oakland-Hayward, All Items (1982-84 = 100), or any successor index thereto designated by the Bureau of Labor Statistics or its successor.

“CPI Adjustment” means an adjustment of each dollar amount that is subject to CPI Adjustment under this Agreement and is made by multiplying the dollar amount being adjusted by the sum of (a) one hundred percent, plus (b) the CPI Increase.

“CPI Increase” means the percentage increase, if any (but not decrease, if any) between the CPI for the calendar month that is three months prior to the effective date of adjustment and the CPI for the calendar month that is fifteen months prior to the effective date of adjustment.

“Default” is defined in Section 11.1.

“Deferred Improvement Agreement” is defined in Section 4.1.B.

“Developer” means LPGS MENLO, LLC, a Delaware limited liability company, and its permitted assignees and successors-in-interest under this Agreement.

“Developer Parties” and **“Developer Party”** are defined in Section 12.17.

“Development Agreement Law” is defined in Recital B.

“Development Agreement Regulations” is defined in Recital B.

“Development Agreement Statute” is defined in Recital A.

“Effective Date” shall be November 6, 2025, which date is thirty (30) days after the Agreement Date.

“Emergency Water Reservoir” is defined in Section 5.1.D.

“Enacting Ordinance” is defined in Recital L.6.

“Event Area” is defined in Section 5.1.B.

“Exactions” means exactions imposed by City as a condition of developing the Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Project, whether such exactions constitute subdivision improvements, mitigation measures in connection with CEQA review of the Project, or impositions made under Applicable City Regulations. For purposes of this Agreement, Exactions do not include Impact Fees.

“Exemptions” is defined in Section 5.3.

“Existing Approvals” is defined in Recital L.

“Extension Conditions” is defined in Section 2.2A(5).

“Extension Request” is defined in Section 2.2A(5).

“Fair Share” is defined in Section 4.1F.

“Final Approval” means that (i) all applicable appeal periods for the filing of any Litigation Challenge challenging the issuance or effectiveness of any of the Project Approvals, including the Project EIR, or this Agreement shall have expired and no such appeal shall have been filed, or if a Litigation Challenge is filed, the Project Approvals, including the Project EIR, or this Agreement, as applicable, shall have been upheld by a final decision without adverse effect on the applicable Project Approval, including the Project EIR, or this Agreement and the entry of a final judgment, order or ruling upholding the applicable Project Approval, including the Project EIR, or this Agreement; and (ii) if a referendum petition relating to any Project Approval or this Agreement is timely and duly circulated and filed, certified as valid and City holds an election, the date the election results on the ballot measure are certified by City in the manner provided by Applicable City Regulations reflecting the approval by voters of the referenced Project Approval or this Agreement.

“First Certificate of Occupancy” means the first to occur of either (i) City approval of a Temporary Certificate of Occupancy, or (ii) City approval of a Certificate of Occupancy.

“First Extension” is defined in Section 2.2A(2).

“Force Majeure Delay” is defined in Section 2.2C.

“General Plan” means the General Plan of the City of Menlo Park in effect as of the Agreement Date.

“General Plan Amendment” is defined in Recital L.2.

“Government Offices” is defined in Section 2.2C.

“Ground Lease Option” is defined in Recital D.

“Impact Fee Resolutions” means Menlo Park City Council Resolution Nos. 6533 and 5823, and those future Menlo Park City Council Resolutions implementing Impact Fee changes.

“Impact Fees” means monetary fees and impositions or equivalent in-kind obligations, other than taxes and assessments, charged by City in connection with a development project for the purpose of funding or defraying all or a portion of the cost of mitigating the impacts of a development project or the development of the public facilities and services related to a development project and any “fee” as that term is defined by Government Code Section 66000(b), including those fees set forth in Exhibit E. For purposes of this Agreement, a monetary fee or imposition that meets both the definition of an Impact Fee and the definition of an Exaction will be considered an Impact Fee.

“Impact Fee Limitation Period” is defined in Section 4.1A.

“Improvement” means all physical improvements required or permitted to be made under the Existing Approvals or Subsequent Project Approvals.

“Improvement Plans” is defined in Section 3.3B.

“Initial Term” is defined in Section 2.2A(1).

“Insubstantial Amendment” is defined in Section 8.2.

“Local CFD Policies” is defined in Section 4.2.A.

“Litigation Challenge” is defined in Section 9.6B.

“LPGS 201” is defined in Recital E and means LPGS 201 Ravenswood, LLC, a Delaware limited liability company.

“Modified Project Approval” means modification of the Parkline CDP or Parkline VTM sought by Developer during the Initial Term as a result of: (i) a redesign of the Project Site Plan, attached hereto as Exhibit G, to accommodate the reduction of non-residential square footage to a maximum of 1,000,000 SF, consisting of up to 925,000 SF of office, research and development space, inclusive of the existing 287,000 SF in Buildings P, S and T, and the balance of non-residential space for commercial amenity or commercial/retail uses; or (ii) a redesign of the Project Site Plan to accommodate the cessation of use of Building P or Buildings S and T by SRI and any tenants therein and associated demolition and redevelopment thereof,

subject to the Modified Project Approval Conditions; or (iii) a combination of (i) and (ii) above. A Modified Project Approval (a) may include modification of the dimensions and locations of particular project features (e.g. Event Area, Publicly Accessible Restroom), provided that the overall size and intended uses of the features are not reduced thereby, and (b) shall include a modification to the Project Site Plan governed by the Parkline CDP that depicts and details how the 1,000,000 SF of non-residential square footage will be accounted for on the Property.

“Modified Project Approval Conditions” means (i) the changes sought in connection with a Modified Project Approval primarily involve increasing the amount of residential units which shall be subject to compliance with the City’s BMR Ordinance and BMR Guidelines and Applicable Law and shall include no less than six hundred (600) multifamily residential units within the Project; (ii) the amount of any non-residential use proposed or approved as part of such Modified Project Approval shall be no more than 1,000,000 SF, consisting of up to 925,000 SF of office, research and development space, inclusive of the existing 287,000 SF in Buildings P, S and T, and the balance of non-residential space for commercial amenity or commercial/retail uses; (iii) notwithstanding any provision in this Agreement to the contrary, including Section 3.13, all residential and non-residential buildings approved as part of the Modified Project Approval shall comply with Section 16.35.110 of the C-1-S zoning and the Reach Code, as it may be amended from time to time, and shall be all electric; (iv) upon approval of the Modified Project Approval, the amount of non-residential square footage as reflected in the revised Project Site Plan governed by the revised Parkline CDP shall constitute the maximum amount of non-residential SF permitted in the Project; (v) the Modified Project Approval will be subject to review under CEQA and any additionally required City analysis (e.g. Transportation Impact Analysis, Fiscal Impact Analysis, etc.) required by Applicable Law; and (vi) there are no material reductions to the community benefits described in Article 5 of this Agreement being proposed.

“Mortgage” is defined in Section 7.1.

“Mortgagee” is defined in Section 7.1.

“Multifamily Building” or **“Multifamily Residential Units”** have the same meaning as “multiple dwelling” as defined in Menlo Park Municipal Code section 16.04.260.

“Municipal Code” means the Municipal Code of the City of Menlo Park, as it may be amended from time to time.

“New City Laws” means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines or other regulations, which are promulgated or adopted by the City (including but not limited to any City agency, body, department, officer or employee) or its electorate (through the power of initiative or otherwise) and become effective after the Effective Date.

“Notice” is defined in Section 12.5.

“Offer of Dedication” is defined in Section 4.1.B.

“Official Records” is defined in Section 4.1.B.

“Operating Memoranda” is defined in Section 8.6.

“Optional Shuttle Fee” is defined in Section 5.1.A.

“Other Agency Fees” is defined in Section 4.1E.

“Other Agency Subsequent Project Approvals” means Subsequent Project Approvals to be obtained from entities other than City.

“Park Maintenance Agreement” is defined in Section 5.1.F.

“Park Maintenance Fee” is defined in Section 5.1.F.

“Park Opening” is defined in Section 5.1.F.

“Parkline CDP” is defined in Recital L.3.(iv).

“Parkline CDP Conditions” is defined in Recital L.3.(iv).

“Parkline Community Benefits” is defined in Section 5.1.

“Parkline Guidelines” is defined in Recital L.3.(iv).

“Parkline Phasing Plan” is defined in Section 3.7 and attached hereto as Exhibit F.

“Parkline Shuttle” is defined in Section 5.1.A.

“Parkline VTM” is defined in Recital L.4.

“Parkline VTM Conditions” is defined in Recital L.4.

“Party” and **“Parties”** means, respectively, City or Developer individually and City and Developer collectively.

“PILOT Agreement” is defined in Section 5.3 and a form thereof attached hereto as Exhibit K.

“Planning Commission” means the Planning Commission of the City of Menlo Park.

“POPA Easement Agreement” is defined in Section 4.1.B.

“POPA Use Agreement” is defined in Section 5.1.B.

“Pre-Approved Transfers” are defined in Section 10.1B.

“Prevailing Wage Components” is defined in Section 4.4A.

“Prevailing Wage Laws” is defined in Section 4.4A.

“Processing Fees” means all fees charged on a City-wide basis to cover the cost of City processing of development project applications, including any required supplemental or other further CEQA review, plan checking (time and materials), inspection and monitoring for land use approvals, design review, grading and building permits, fees set forth in the City Master Fee Schedule, and fees for other permits and entitlements required to implement the Project, in each case which are in effect at the time those permits, approvals or entitlements are applied for, which fees are intended to cover the City’s actual and reasonable costs of processing the foregoing, and which are not Impact Fees or Exactions.

“Proposed Project” is defined in Recital H.

“Project” is defined in Recital J.

“Project Approvals” means the Existing Approvals and, when and as approved in accordance with the terms of this Agreement, the Subsequent Project Approvals, as such Project Approvals may be modified or amended.

“Project EIR” is defined in Recital I.

“Project MMRP” is defined in Recital L.1.

“Property” is defined in Recital F, depicted on the Site Map attached hereto as Exhibit A, and more particularly described in the legal description attached hereto as Exhibit B.

“Public Park Parcel” is defined in Section 4.1.B.

“Public Restroom” is defined in Section 5.1.G.

“Public Restroom Access Easement” is defined in Section 5.1.G.

“Purchase Agreement” is defined in Recital E.

“Quimby Act” is defined in Section 4.1.B.

“Quimby Act Fees & Credits” is defined in Section 4.1.B and the table applicable to the Project is attached hereto as Exhibit H.

“Reach Code” means those provisions of the Menlo Park Municipal Code set forth in Chapter 12.16, pursuant to Ordinance No. 1093, as said provisions may be amended.

“Rec-In-Lieu Fees” is defined in Section 4.1.B.

“Recycled Water Easement” is defined in Section 5.1.H.

“Recycled Water Facilities” is defined in Section 5.1.H.

“Replacement Cost” means the expenses required to rebuild a structure to its original size, quality, and functionality, and includes and excludes, the following:

Replacement Cost includes:

- Construction materials and labor: The expenses of materials, supplies, and labor needed to rebuild or repair the structure.
- Overhead and profit: The general contractor's overhead costs and profit margins are factored into the estimate.
- Building code upgrades: The cost to bring the rebuilt structure up to current building codes and regulations.
- Costs associated with rebuilding: The cost of demolition and debris removal costs, permit fees, and professional fees for architects, engineers, or others for design services.
- Site work required for the repair or replacement of landscaping or other improvements anticipated to be damaged or removed in connection with the construction of the building.
- Fees paid for inspection and testing services.

Replacement Cost excludes:

- Land value: Replacement cost does not include the value of the land the building sits on.
- Depreciation: Replacement cost does not deduct for depreciation.
- Site work beyond five feet from the building footprint, including landscaping and other work that is not directly involved in constructing the building itself, except with respect to any site work required for the repair or replacement of landscaping or other improvements anticipated to be damaged or removed in connection with the construction of the building.

“Residential Component” means each residential building, or cluster of residential buildings in the case of the attached and detached townhomes, within the Project, as described in the Phasing Plan attached in Exhibit F. For example, each multifamily apartment building would be considered its own Residential Component.

“Second Extension” is defined in Section 2.2A(2).

“Severe Economic Recession” means a five percent (5%) decline in nonfarm employment from peak nonfarm employment over a period of eighteen (18) months as measured by the Bureau of Labor Statistics Current Employment Statistics (“Statistics”) for the San Francisco-Redwood City-South San Francisco Metropolitan Division. Severe Economic Recession shall commence upon Developers’ notification to the City of the Severe Economic Recession, together with appropriate backup evidence. Severe Economic Recession shall continue prospectively on a quarterly basis and remain in effect until nonfarm employment as measured by the Statistics increases for three (3) successive quarters or surpasses peak nonfarm employment (whichever comes first), provided that the cumulative total Severe Economic Recession shall not exceed forty-eight (48) months. If the Statistics are discontinued, Developer and the City shall approve a substitute data source that tracks the employment market with as close a geography as possible to the San Francisco-Redwood City-South San Francisco Metropolitan Division.

“SF” is defined in Recital H.

“Shuttle Service” is defined in Section 5.1.A.

“Shuttle Service Commencement” is defined in Section 5.1.A.

“Shuttle Service Term” is defined in Section 5.1.A.

“Site Map” is defined in Recital F and attached hereto as Exhibit A.

“Special Tax” is defined in Section 4.2.D.

“SRI” is defined in Recital C and means SRI International, a California nonprofit public benefit corporation.

“SRI Affiliate” means a nonprofit Controlled by SRI.

“SRI Property” is defined in Recital C and depicted on the Site Map attached hereto as Exhibit A.

“Subsequent Project Approvals” is defined in Section 9.1.

“TDM Plan” is defined in Section 5.1.A.

“Temporary Certificate of Occupancy” means City approval of occupancy or partial occupancy of a building or improvement for up to 180 days or the maximum amount of time as established in the California Building Code in effect at the time of Building Permit application when construction has been substantially completed and no life safety hazards remain as determined by the Building Official.

“Term” is defined in Section 2.2.A.

“Transfer” is defined in Section 10.1.

“Transferee” is defined in Section 10.1.

“Transferor” is defined in Section 10.1.

“Transportation Fee” is defined in Section 5.1.E.

“Zoning Amendments” is defined in Recital L.3.

“60% AMI Units” means residential units available and affordable to and occupied by households whose income is no greater than sixty percent (60%) of Area Median Income in accordance with the terms of the BMR Agreement.

ARTICLE 2 EFFECTIVE DATE AND TERM; REPRESENTATIONS AND WARRANTIES

Section 2.1 Effective Date. This Agreement shall become effective upon the Effective Date.

Section 2.2 Term.

A. Term of Agreement. Except as to those obligations that expressly extend beyond the stated Term of this Agreement, the “**Term**” of this Agreement shall commence as of the Effective Date and shall continue for the Initial Term as defined in sub-section (1) below, plus the duration of any City-approved extension as provided in sub-section (2) below, or until earlier terminated by mutual consent of the Parties or as otherwise provided by this Agreement.

(1) Initial Term of Agreement. The “**Initial Term**” of this Agreement shall be eight (8) years, commencing on the Effective Date and expiring on the eighth (8th) anniversary thereof, unless this Agreement is otherwise terminated or extended in accordance with the provisions of this Agreement.

(2) Two 6-Year Extensions. Subject to the terms and conditions in this Section 2.2, Developer shall have the right to extend the Initial Term for two additional six (6)-year periods (hereinafter, the “**First Extension**” and “**Second Extension**”). In order to obtain the First Extension and Second Extension, Developer must be in compliance with all of its obligations set forth in this Agreement and Project Approvals, and the respective conditions described in sub-section (3) and sub-section (3) below must be satisfied.

(3) First Extension Requirements. In addition to the conditions in sub-section (2) above, in order to obtain the First Extension, Developer must have secured two (2) points in accordance with the Parkline Phasing Plan.

(4) Second Extension Requirements. In addition to the conditions in sub-section (2) above, in order to obtain the Second Extension, (a) Developer must have secured two (2) points (four (4) points total when combined with the First Extension’s points) in accordance with the Parkline Phasing Plan, (b) a Certificate of Occupancy for three (3) Residential Components; and (c) roof framing completed for one additional Residential Component.

(5) Extension Request. If Developer desires to seek the First Extension or Second Extension, Developer must submit a letter addressed to the City Manager requesting such First Extension or Second Extension at least 180 days prior to the date that the then applicable Term would expire (the “**Extension Request**”). The Extension Request shall include documentation in a form reasonably acceptable to City demonstrating that the applicable conditions for an Extension described in sub-sections (2), (3) and (3) above (“**Extension Conditions**”) have been satisfied, or will be satisfied prior to the date that the then applicable Term otherwise would expire.

(6) Extension Review. Within forty-five (45) days of receipt of an Extension Request and accompanying documentation, the City Manager shall determine whether the Extension Conditions have been satisfied, including whether Developer is in compliance with this Agreement. Except as otherwise provided in this Section 2.2, the determination whether Developer is in compliance with this Agreement shall be undertaken in a manner consistent with the annual review process described in Section 6.1 below, and the City Manager may rely upon a recently completed Annual Review in order to make that compliance determination. If the City Manager determines Developer is not in compliance with this Agreement through such review process, then the City Manager shall describe in reasonable detail the reasons for non-compliance and the steps required to satisfy the Extension Conditions, and Developer shall have the

opportunity to cure such non-compliance prior to the last date that the Extension Request is to be decided. If City Manager concludes that the Extension Conditions have been satisfied, then he or she shall grant the Extension Request and provide written notice, in a recordable form, that the Agreement has been extended for the extension period, and the Initial Term shall be extended accordingly. If the City Manager determines the Extension Conditions have not been satisfied or if there is any dispute regarding the steps required to satisfy the Extension Conditions, then the Developer shall have ten (10) business days to present to the City Manager a letter providing written notice of the Developer's appeal of the City Manager's determination to the City Council. The City Council shall hear such an appeal within sixty (60) days of the City Manager's receipt of the letter providing written notice of the appeal, and the City Council shall decide such appeal no later than thirty (30) days before the date upon which the then applicable Term otherwise would expire. If the City Council determines Developer is in compliance with this Agreement and all of the applicable Extension Conditions have been satisfied, then, the City Council shall direct the City Manager to grant the Extension Request and direct the City Manager to provide Developer written notice, in a recordable form, that the applicable Extension Request has been granted and the then applicable Term shall be extended accordingly (with such extension retroactive to the expiration of the Term if applicable). If the City Council determines Developer is not in compliance with this Agreement or one or more of the other applicable Extension Conditions have not been satisfied, then the City Council shall document such findings in its action denying the Extension Request. The City Council's decision shall be final, subject to Developer's ability to pursue available remedies as provided in Section 11.3 below. If the last day of the Term occurs prior to the conclusion of the extension review process, then the Term shall be automatically extended without the need for further action by any of the Parties until the conclusion of the extension review whereupon the extension of the Term pursuant to the extension review process shall become effective or, if the Term is not extended pursuant to the extension review process, then the automatic extension shall cease upon the date of the final determination that the Term will not be extended.

(7) Memorandum of Extension. Within ten days after the written request of either Party hereto, City and Developer agree to execute, acknowledge and record in the Official Records of San Mateo County a memorandum evidencing any approved Extension of the Term pursuant to this Section 2.2.

B. Effect of Termination. Upon the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions set forth in Section 11.7 below.

C. Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, the Term of this Agreement and the Project Approvals, and the time within which either Party shall be required to perform any act under this Agreement, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock outs and other labor difficulties; acts of God; unusually severe weather, but only to the extent that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season occurring after commencement of construction of the Project; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; any development moratorium

or any action of other public agencies that regulate land use, development or the provision of services that prevents, prohibits or delays construction of the Project, including without limitation any extension authorized by Government Code Section 66463.5(d); acts of the public enemy; civil disturbances; wars; acts of terrorism; insurrection; riots; floods; earthquakes; fires; unavoidable casualties; epidemics; pandemics; quarantine restrictions; freight embargoes; government restrictions, or litigation; government mandated shutdowns or government closure (meaning any of the following events: (a) the governmental offices where any action required under this Agreement (collectively, “**Government Offices**”) are not open for business and any Government Offices’ systems are not operational such that such action cannot occur; (b) any other third party is not open for business such that its services required as necessary for a Party to perform obligations under this Agreement cannot be performed; (c) overnight couriers are not operating such that any documents cannot be delivered to the extent such documents are required to be originals; or (d) financial institutions or wire transfer systems are not operating, such that, as part of consummation of financial transactions contemplated hereby cannot occur; a Severe Economic Recession, defined below; any other cause beyond the reasonable control of Developer which substantially interferes with carrying out the development of the Project; or delays in securing Final Approval, as well as Litigation Challenges which enjoin construction or other work on the Project or any portion thereof or would cause a reasonably prudent developer either to forbear from commencing construction or other work on the Project or portion thereof or to suspend construction or other work (each a “**Force Majeure Delay**”). An extension of time for any such Force Majeure Delay, other than a Severe Economic Recession, 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 sixty (60) days of the commencement of the cause. If Notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such Notice. Notwithstanding the foregoing, in the case of Force Majeure Delay due to delays in securing Final Approvals or Litigation Challenges, the Force Majeure Delay shall terminate three (3) months after a final settlement or non-appealable judgment is issued or affirmed. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer, however any such extension that effectuates an extension of the Term of this Agreement shall require the approval of the City Council in accordance with the Development Agreement Law. Developer’s inability or failure to obtain financing shall not be deemed to be a cause outside the reasonable control of the Developer and shall not be the basis for an excused delay.

Section 2.3 City Representations and Warranties. City represents and warrants to Developer that:

A. City is a municipal corporation, and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of City hereunder have been duly authorized by all necessary City Council action and all necessary approvals have been obtained.

C. This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, City shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 2.3 not to be true, immediately give written Notice of such fact or condition to Developer.

Section 2.4 Developer Representations and Warranties. Developer represents and warrants to City that:

A. Developer is duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the State of California, and has all necessary powers under the laws of the State of California to own property interests and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of Developer hereunder have been duly authorized by all necessary corporate, partnership or company action and all necessary shareholder, member or partner approvals have been obtained.

C. The Consents executed in connection with this Agreement are valid and binding and remain in full force and effect during the Term of this Agreement unless and until Developer acquires and holds fee title to the real property subject to the Consents.

D. This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

E. Developer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, Developer shall, upon having actual knowledge of any fact or condition that would cause any of the warranties and representations in this Section 2.4 not to be true, promptly give written Notice of such fact or condition to City.

ARTICLE 3 DEVELOPMENT OF PROPERTY

Section 3.1 Vested Rights. City hereby grants to Developer a vested right to develop, construct and use the Project on the Property, including all on-site and off-site improvements authorized by, and in accordance with, the Project Approvals. Except as otherwise provided in this Agreement, no New City Laws that prevent or impede development of the Project or that conflict with this Agreement or the Project Approvals shall apply to the Project or the Property. For purposes of this Section 3.1, Section 3.3, and Section 3.6, the word "conflict" is defined to include, but is not limited to, any modification that purports to: (i) impose greater or different

restrictions other than as permitted by Applicable Law, Changes in the Law, and the Project Approvals upon any aspect of the Project, including but not limited to the permitted uses of the Property, excepting therefrom any limitations on allowable BSL 3 Facilities or BSL 4 Facilities, the maximum and minimum density and intensity of use (including but not limited to floor area ratios of buildings and the overall maximum size of allowed uses), or the maximum height and size of proposed buildings; (ii) impose requirements for reservation or dedication of land for public purposes or requirements for infrastructure, public improvements, or public utilities, other than as provided in the Project Approvals; (iii) impose conditions upon development of the Property other than as permitted by Applicable Law, Changes in the Law, and the Project Approvals; (iv) limit or control the timing, phasing, sequencing, or rate of development of the Property; (v) limit the location of building sites, grading or other improvements on the Property in a manner that is inconsistent with the Project Approvals; (vi) limit or control the ability to obtain public utilities, services, infrastructure, or facilities (provided, however, nothing herein shall be deemed to exempt the Project or the Property from any water use rationing requirements that may be imposed on a City-wide basis from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity); (vii) require the issuance of additional permits or approvals by the City other than those required by Applicable Law and the Existing Approvals; (viii) add new Impact Fees; (ix) apply to the Project any New City Laws that are not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites; (x) impose against the Project any condition, dedication or other Exaction not specifically authorized by Applicable Law or the Existing Approvals; or (xi) impose against the Project any obligations regarding the construction of or provision of below market rate units not specifically required by the Project Approvals. To the extent that New City Laws conflict with the vested rights granted pursuant to this Agreement, they shall not apply to the Property or the Project, except as provided in Section 3.3, below.

Section 3.2 Development and Design Standards. The Project shall be developed in conformance with the Project Approvals and Applicable City Regulations and the yet-to-be adopted Subsequent Project Approvals. The permitted uses, density and intensity of development, maximum height and size of proposed buildings and development standards shall all be in accordance with the Project Approvals and Applicable City Regulations. Project design and materials will need to meet the development regulations and design standards outlined in general terms in the Parkline Guidelines adopted as part of the Parkline CDP. City's review of applications for Subsequent Project Approvals shall be in accordance with the Project Approvals and the Applicable City Regulations.

Section 3.3 Reservations of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Project:

A. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure then applicable in City at the time of permit application.

B. Regulations governing construction standards and specifications, including City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in City at the time of Building Permit

application. Local modifications to the Building Code that take effect after the submittal of plans, specifications and estimates for Project-serving improvements (both on- and off-site) for the Project (“**Improvement Plans**”) shall not apply to such Improvement Plans unless required (i) by the then-current version of the California Building Code, (ii) to comply with State or Federal Law, or (iii) to avoid a specific, adverse impact upon the public health or safety. As used in this paragraph, a “specific, adverse impact” means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the Improvement Plans were submitted.

C. New City Laws applicable to the Property or Project, which do not conflict with this Agreement, including Developer’s vested rights under Section 3.1 above.

D. New City Laws that may be in conflict with this Agreement, but which are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, where there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition.

E. Exactions permitted by Section 9.2 of this Agreement.

Section 3.4 Regulation by Other Public Agencies. Developer acknowledges and agrees that the State of California Department of Transportation, SamTrans, West Bay Sanitary District, Menlo Park Fire Protection District, Cal Water, the California Building Standards Commission, and other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Developer shall use reasonable diligence in applying for all such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. Developer shall also pay all required fees when due to such public agencies. Developer acknowledges that City does not control the amount of any such fees. City shall reasonably cooperate with Developer in Developer’s effort to obtain such permits and approvals; provided, however, City shall have no obligation to incur any costs, without compensation or reimbursement by Developer, or to amend any policy, regulation or ordinance of City in connection therewith.

Section 3.5 Life of Project Approvals. The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals.

Section 3.6 Initiatives. Except as to those New City Laws described in Section 3.3D (which may be enacted or imposed by initiative or referendum), if any New City Law is enacted or imposed by an initiative or referendum, which New City Law would conflict with the Project Approvals or this Agreement or reduce the development rights or assurances provided by this Agreement, then such New City Law shall not apply to the Property or Project; provided, however, the Parties acknowledge that City’s approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of the foregoing, no moratorium or other limitation

(whether relating to the rate, timing, phasing or sequencing of development, whether imposed by ordinance, initiative, resolution, policy, order, or otherwise, and whether enacted by the City Council, an agency of City, the electorate, or otherwise) affecting subdivision maps, use permits, building permits, occupancy permits, or other entitlements to use that are approved or to be approved, issued or granted by City shall apply to the Property or Project. Developer agrees and understands that City does not have authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may affect the Project. City shall reasonably cooperate with Developer and, at Developer's expense, shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. City, except to submit to vote of the electorate initiatives and referendums required by law to be placed on a ballot and fulfill any legal responsibility to defend a ballot measure passed by its voters, shall not support, adopt or enact any New City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement. Notwithstanding the foregoing, both parties agree and understand that first amendment rights of individual elected and appointed officials to take positions on ballot measures shall not be curtailed by this provision.

Section 3.7 Timing of Development. The timing of development of the Project shall be undertaken in accordance with the **"Parkline Phasing Plan,"** attached hereto as Exhibit F. The Parkline Phasing Plan sets forth a milestone schedule that constrains Developer's ability to develop non-residential uses until after certain development milestones for the Project's residential uses are satisfied. Modifications may be made to the timing set forth in the Parkline Phasing Plan through an Operating Memorandum to this Development Agreement, approved pursuant to Section 8.7, and, in relation to the location and names of buildings, as a Modified Project Approval pursuant to Article 9, provided that the modifications do not materially change or impair the objective of the Phasing Plan to meter non-residential office/R&D square footage based on achieving specific milestones for the Project's Residential Components.

Notwithstanding the milestone schedule within the Parkline Phasing Plan, (i) if the Project has achieved at least two points in accordance with the Parking Phasing Plan, which authorizes Developer to construct up to 500,000 SF of non-residential office/R&D space, and (ii) if the Developer furnishes to City a copy of a fully executed lease, which may have confidential business terms redacted, or other evidence of a fully executed lease acceptable to the City Attorney, for the buildout and occupancy of more non-residential square footage than Developer has secured the right to construct in order to accommodate the tenant's requirements, then a one-time exception will be made to allow Developer to construct up to an additional 250,000 SF more than it has secured the right to under the Phasing Plan.

Subject to the foregoing limitations and the terms and conditions in this Agreement, including the Parkline Phasing Plan, the Parties acknowledge that (i) Developer shall have no obligation to develop or construct the Project or any component of the Project, and if Developer does not proceed with development or construction of the Project, then Developer shall not be obligated under Article 5 of this Agreement, and (ii) Developer cannot guarantee the exact timing of any Phase or the sequence of development within a Phase and whether certain development will be constructed at all. Such decisions depend upon numerous factors which are not all within the control of Developer. It is the intent of City and Developer that, notwithstanding any future amendment to the Applicable City Regulations or the adoption of any ordinance, resolution, order,

policy, plan, rule, procedure, standards, specifications, guidelines, or other regulations (whether amended or adopted by means of an ordinance, initiative, resolution, policy, order, or moratorium), Developer, subject to the terms of this Agreement, including the Parkline Phasing Plan, may develop the Project at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment.

However, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984) that the failure of the parties therein to consider, and expressly provide for, the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the desire of the Parties hereto to avoid that result. Therefore, notwithstanding the adoption of an initiative after the Effective Date by City's electorate to the contrary, the Parties acknowledge that, except as otherwise provided for in the Project Approvals and in this Agreement, Developer shall have the vested right (but not the obligation) to develop the Project to such extent, in such order, at such rate, and at such times as Developer deems appropriate in the exercise of its business judgment and consistent with the terms of this Agreement. City acknowledges that such a right is consistent with the intent, purpose, and understanding of the Parties to this Agreement, and that without such a right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute and this Agreement.

Section 3.8 Changes in the Law. As provided in Section 65869.5 of the Development Agreement Law, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than the City, created or operating pursuant to the laws of the State of California ("**Changes in the Law**"). In the event Changes in the Law will prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof advanced or delayed, as may be necessary to either comply with or avoid Changes in the Law. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with or avoid such Changes in the Law. In such event, this Agreement together with any required modifications shall continue in full force and effect. In the event that the Changes in the Law operate to frustrate irremediably and materially the vesting of development rights to the Project as set forth in this Agreement, Developer may terminate this Agreement by Notice to City. Nothing in this Agreement shall preclude Developer from contesting by any available means (including administrative or judicial proceedings) such Changes in the Law or their applicability to the Project and, in the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect and times of performance extended in accordance with **Section 2.2C**, unless the Parties mutually agree otherwise.

Section 3.9 Expansion of Development Rights. If any New City Laws or Changes in Law expand, extend, enlarge or broaden Developer's rights to develop the Project, then, (a) if such law is mandatory, the provisions of this Agreement shall be modified as may be necessary to comply or conform with such new law, and (b) if such law is permissive, the provisions of this Agreement may be modified, upon the mutual agreement of Developer and City. Immediately

after enactment of any such new law, upon Developer's request, the Parties shall meet and confer in good faith for a period not exceeding sixty (60) days (unless such period is extended by mutual written consent of the Parties) to prepare such modification in the case of a mandatory law or to discuss whether to prepare a proposed modification in the case of a permissive law. Developer shall have the right to challenge City's refusal to apply any new law mandating expansion of Developer's rights under this Agreement, and in the event such challenge is successful, this Development Agreement shall be modified to comply with, or conform to, the new law.

Section 3.10 No Reservation of Sanitary Sewer or Potable Water Capacity. City has found that there will be sufficient potable water and sanitary sewer capacity to serve future development contemplated by the General Plan, including the Project. However, as noted in Section 3.1 below, nothing in this Agreement is intended to exempt the Project or the Property from any water use conservation or rationing requirements that may be imposed on a City-wide basis from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity. In the event Developer's lenders or financing partners request issuance of water and/or sanitary sewer "will serve" letters as a condition of providing debt or equity financing for the Project, City agrees to consider in good faith issuing such letters on terms reasonably acceptable to City, as determined in its sole discretion.

Section 3.11 Biosafety Levels. As of the Agreement Date, SRI operates and maintains two small laboratories on the Property, occupying less than 2,000 SF combined within Building P and Building T and permitted under Applicable Law to conduct BSL 3 level research (each a "**BSL 3 Facility**"). Developer shall cause SRI to refrain from (i) seeking to expand the size of either BSL 3 Facility and (ii) to complete the decertification process of (a) the BSL 3 Facility located in Building T no later than January 1, 2027 and (b) the BSL 3 Facility located in Building P prior to the issuance of the First Certificate of Occupancy for the first Residential Component of the Project. Developer acknowledges and agrees that it shall not develop, construct or operate any new BSL 3 Facilities or BSL 4 Facilities as part of the Project.

Section 3.12 Reach Code. Notwithstanding the effect of Applicable Law on the enforceability of the Reach Code on the Project, Developer shall design and construct all Improvements authorized by the Project Approvals in conformance with the Reach Code, as it may be amended from time to time and which is in effect as of the date of submittal of a Building Permit application applicable to the Improvement. In addition, except as set forth in Section 5.1 I. regarding the use of generators, regardless of whether or not it is included in the Reach Code, Developer agrees that all new buildings that are part of the Project will be all-electric and will not utilize natural gas.

Section 3.13 Buildings P, S and T. Subject to the continued compliance with Section 3.11, and the extension of the Offer of Dedication in accordance with Section 4.2, any Subsequent Project Approval relating solely to Building P or Buildings S and T, excepting any Modified Project Approval, shall not be required to comply with the terms of Section 16.35.110 of the C-1-S zoning or the Reach Code, as it may be amended from time to time and which is in effect as of the date of submittal of a Building Permit application submitted pursuant to such Subsequent Project Approval, and SRI shall retain the right to continue its use of Building P and Buildings S and T for research and development and office uses, as well as the supporting utility yard and surface parking for its use. The foregoing notwithstanding, any Subsequent Project Approval

relating solely to Building P or Buildings S and T, including any Modified Project Approval, which results in structural alterations, including replacements of exterior walls, electrical fixtures, or plumbing, that cost more than 50 percent of the Replacement Cost of the existing building or buildings, shall comply with the terms of Section 16.35.110 of the C-1-S zoning and the Reach Code, as it may be amended from time to time, except as set forth in Section 3.12, and which is in effect as of the date of submittal of a Building Permit application submitted pursuant to such Subsequent Project Approval. In addition, if SRI undertakes multiple alterations, additions, or improvements to Building P or Buildings S and T over a cumulative period of five years (60 months) that, when aggregated, equal or exceed 50 percent of the Replacement Cost of the building or buildings, then compliance with Section 16.35.110 of the C-1-S zoning and the Reach Code shall also be required in connection with the Building Permit for the improvement that causes the cumulative total to reach or exceed the 50 percent threshold. The existing 6-megawatt natural gas cogeneration plant shall be decommissioned and demolished prior to issuance of a First Certificate of Occupancy for the Residential Component constructed on Lot 4 (R1) or Lot 5 (R2).

Developer hereby acknowledges and agrees that the rights and benefits afforded to Buildings P, S and T pursuant to this Section 3.13, which are currently located on the Building P, S and T Property as of the Effective Date, are personal to SRI, shall not run with the land, and may not be transferred or assigned to any third parties, including Developer, other than to an SRI Affiliate, and any attempt to do so shall be void and unenforceable against City, shall constitute an amendment to this Agreement to effectuate the removal, rescission and termination of this Section 3.13, and shall constitute a default under this Agreement. Developer hereby agrees to execute an amendment to this Agreement as may be desired by City to memorialize the removal, rescission and termination of this Section 3.13.

Section 3.14 Buildings S and T and City Corporation Yard. In the event of the cessation of use of Buildings S and T by SRI and any and all tenants therein and the acquisition of the underlying real property by Developer, Developer agrees that any Subsequent Project Approval related to the redevelopment of said real property underlying Buildings S and T shall require Developer to reasonably cooperate and coordinate with City in relation to the design and planning for potential redevelopment of the adjacent lands of the City (Corporation Yard), as well as the former USGS site, if said USGS site has not already been redeveloped, to the extent related to the ultimate design and configuration of Seminary Drive. Such coordination and cooperation shall be advisory and informational in nature only, and shall not require Developer to perform or fund any off-site improvements, studies, or designs related to the Corporation Yard or the USGS Site, to materially modify Developer's site plans or proposed design, or to engage in any cost-sharing arrangement not addressed in the Existing Approvals. Further, in connection with any such Subsequent Project Approval related thereto, Developer shall, in good faith, consider the abandonment of existing water and sewer line easements benefitting Buildings S and T and encumbering the Corporation Yard. Separate and apart from any Subsequent Project Approval related to the redevelopment of said real property underlying Buildings S and T, if the City independently initiates redevelopment or improvement of the Corporation Yard or Burgess Drive in the future while Buildings S and T remain occupied and needs SRI's cooperation to effectuate the abandonment of said existing water and sewer line easements, then Developer shall cause SRI to reasonably cooperate with City to effectuate such abandonment, provided replacement water and sewer service is provided to Buildings S and T and any replacement easements required for

relocated water and sewer service lines are provided to SRI without cost, liability or obligation on the part of Developer or SRI.

Section 3.15 Project Approvals and Applicable City Regulations. Prior to the Effective Date, the Parties shall have prepared two (2) sets of the Existing Approvals and Applicable City Regulations, one (1) set for City and one (1) set for Developer, to which shall be added from time to time, Subsequent Project Approvals, so that if it becomes necessary in the future to refer to any of the Project Approvals or Applicable City Regulations, there will be a common set available to the Parties. Failure to include in the sets of Project Approvals and Applicable City Regulations any rule, regulation, policy, standard or specification that is within the Applicable City Regulations and Project Approvals as described in this Agreement shall not affect the applicability of such rule, regulation, policy, standard or specification.

ARTICLE 4 OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

Section 4.1 Developer Fees.

A. Impact Fees. City understands that the assurances given by City to Developer concerning Impact Fees set forth below are a material consideration for Developer agreeing to enter into this Agreement, to pay the Impact Fees set forth in this Agreement and the Existing Approvals, and to provide the public benefits as described in this Agreement. For the period commencing on the Effective Date and continuing until expiration of the Impact Fee Limitation Period (defined below), Developer shall pay when due all existing Impact Fees applicable to the Project in accordance with this Agreement in effect as of the Agreement Date at the lower of (i) the rates in effect as of the Agreement Date, including all existing fee escalation provisions in effect as of the Agreement Date, or (ii) the rates in effect when such existing Impact Fees are due and payable, and shall not be required to pay any escalations in such Impact Fees in excess of the fee escalation provisions in any Impact Fee in effect as of the Agreement Date or new Impact Fees enacted or established after the Agreement Date. As used herein, the term “**Impact Fee Limitation Period**” means the period commencing on the Agreement Date and expiring on expiration of the Initial Term. Following expiration of the Impact Fee Limitation Period, individual components and phases of the Project not yet undertaken (i.e., that have not established vested rights under common law or Applicable Law as a result of the type and amount of construction performed as of such expiration date), with no retroactive application to other portions of the Project that have been completed or are then under construction, shall be subject to all Impact Fees in effect at the time such fees are due and payable. Except as otherwise provided in this Section 4.1A above, Developer agrees to pay, as and when due, any and all existing, new, increased or modified Impact Fees, at the rates then in effect at the time Building Permits are issued on any or all portions of the Project, so long as any new fees or increases in existing fees from the amount existing as of the Agreement Date are uniformly applied by City to all substantially similar types of development projects and properties (e.g., all office projects, all multifamily residential projects, all retail projects, or all hotel projects) and are consistent with the provisions of applicable California law, including the provisions of Government Code Section 66000 *et seq.*, and all applicable nexus and rough proportionality tests and other legal requirements. Developer retains all rights to protest an imposition, fee, dedication, reservation, or other exaction, as set forth in California Government Code Section 66020.

B. Quimby Act Fees. The Project involves the subdivision of land resulting in 37 parcels, 23 of which (i.e. Lots 4, 5, 7, 8, 10 – 28) are for residential development, and thus is subject to the provisions of Government Code Section 66477 (the “**Quimby Act**”), as authorized and implemented pursuant to Menlo Park Municipal Code Section 15.16.020. As noted in Recital L.4. of this Agreement, one of the Existing Approvals includes the approval of the Parkline VTM. Accordingly, the dedication of land or the payment of fees (“**Rec-In-Lieu Fees**”), or a combination of both, for park and recreational purposes shall be required as a condition to the approval of the Parkline VTM; however, if the subdivision involves 50 parcels or less, as is the case with the Parkline VTM, then only the payment of Rec-In-Lieu Fees may be required. Therefore, the Parties desire to allow for a combination of the dedication of land and the payment of Rec-In-Lieu Fees by Developer to City as provided herein to satisfy the Project’s obligations under the Quimby Act.

Attached to this Agreement as Exhibit H is a table labeled “**Quimby Act Fee & Credits**” which identifies the number of residential units authorized by the Existing Approvals for development on each parcel, the applicable Rec-In-Lieu Fee per residential unit, and the total amount of the Rec-In-Lieu Fee applicable to each parcel of land authorized by the Existing Approvals for residential development, as well as the value of credit to be applied for land dedication and/or grant of easement for open space purposes.

Developer shall be obligated to pay the Rec-In-Lieu Fee applicable to Lot 4 (R1), Lot 5 (R2), Lot 7 (R3), Lot 8 (TH2), and Lots 10 through 28 (TH1) as shown on Exhibit H upon the filing and recording of a final subdivision map (or maps, in the case of phased maps) for each of said parcels.

As a partial satisfaction against the obligation to pay the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2), concurrent with the filing and recording of a final subdivision map for Lot 4 (R1) and Lot 5 (R2), Developer shall execute and record in the official records of the Office of the San Mateo County Recorder (the “**Official Records**”) (i) an Irrevocable Offer To Dedicate (the “**Offer of Dedication**”) fee title to Lot 9 to the City, comprising approximately 2.65 acres of land for park and recreational purposes (the “**Public Park Parcel**”), subject to the terms of a Deferred Improvement Agreement (“**Deferred Improvement Agreement**”), related to the deferred demolition of site buildings and improvements, clearing and grading of the Church Property and the Public Park Parcel, both in a form and substance satisfactory to the City Attorney, as determined in her or his sole discretion, and (ii) a Privately Owned and Publicly Accessible Open Space Easement Agreement (the “**POPA Easement Agreement**”), in a form and substance satisfactory to the City Attorney, as determined in her or his sole discretion, encumbering approximately 1.95 acres of land for park and open space purposes, as depicted in the Conceptual Open Space Plan – Phase 1, attached hereto as Exhibit I. The Parties acknowledge and agree that, in addition to other terms and conditions as may be required by the City Attorney, the Deferred Improvement Agreement shall provide that Developer’s obligation thereunder shall be secured by appropriate performance and payment bonds and that Developer shall be required to commence demolition no later than January 1, 2029, and to complete the demolition work and rough grading thereof no later than one hundred and eighty (180) days after commencement.

Upon recording of the Offer of Dedication, Deferred Improvement Agreement, and POPA Easement Agreement in the Official Records, Developer shall be credited the amounts shown on Exhibit H against the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2). The Parties

acknowledge and agree that (i) the area comprising the Public Park Parcel shall be credited towards the amount of publicly accessible open space required of the Project pursuant to the Zoning Amendments applicable to the Property and (ii) that the credit of 1.95 acres pursuant to the POPA Easement Agreement against the Rec-In-Lieu Fees is being provided because that is the amount of area being provided by the Project in excess of publicly accessible open space required of the Project pursuant to the Zoning Amendments applicable to the Property.

Further, as an additional contribution to satisfy the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2), Developer shall pay to City the sum of Four Million Seven Hundred Thousand and 00/100 Dollars (\$4,700,000.00) as follows:

(i) **Early Planning Contribution:** Concurrently with the earlier of (a) recordation of the first final subdivision map for the Project, or (b) submittal of the first architectural control plan application for any component of the Project, Developer shall pay to City One Hundred Thousand and 00/100 Dollars (\$100,000.00) for City's use in conducting community outreach regarding the scope of park and recreational improvements to be designed and constructed on the Public Park Parcel.

(ii) **Design Contribution:** Provided that Developer has submitted a building permit application for the first Residential Component of the Project, Developer shall pay to City Six Hundred Thousand and 00/100 Dollars (\$600,000.00) within thirty (30) days following written notice from the City that it has awarded a contract to a firm for the preparation of design and construction plans for the Public Park Parcel improvements, which such date shall be no earlier than January 1, 2027.

(iii) **Construction Contribution:** Provided that Developer has been issued a Building Permit for the first Residential Component of the Project by January 1, 2029, Developer shall pay to City Four Million and 00/100 Dollars (\$4,000,000.00) upon the earlier of (a) issuance of any Building Permit for vertical construction (core and shell) of the first new non-residential building within the Project (excluding permits for repair, maintenance, or rehabilitation of Buildings P, S, or T), or (b) January 1, 2029. Notwithstanding the foregoing, if Developer has not been issued a building permit for the first residential component of the Project by January 1, 2029, then the \$4,000,000.00 payment described in subsection (iii) shall not be due on that date, but shall instead become due and payable concurrently with the issuance of the first building permit for vertical construction of a Residential Component.

As a credit against the obligation to pay the Rec-In-Lieu Fee applicable to Lot 7 (R3), concurrent with the filing and recording of a final subdivision map for Lot 7 (R3), Developer shall (i) comply with the requirements of Section 5.1 C and (ii) execute and record in the Official Records an Affordable Housing Agreement And Declaration of Restrictive Covenants ("**Affordable Housing Covenant**") against Lot 7 (R3), in a form and substance consistent with the BMR Agreement, to require all residential units constructed thereon to be 60% AMI Units for a period no less than 55 years from the date of issuance of a Certificate of Occupancy for the residential units constructed thereon. Upon compliance with Section 5.1 C and recording of the Affordable Housing Covenant in the Official Records against Lot 7 (R3), City agrees to waive the Rec In-Lieu fee applicable to Lot 7 (R3).

The Rec-In-Lieu Fee applicable to Lot 8 (TH2) and Lots 10 through 28 (TH1) shall be due and payable prior to issuance of a Building Permit for the residential unit or units constructed thereon or as provided by Applicable Law.

Developer's Quimby Act obligations with respect to the Existing Approvals shall be fully satisfied upon compliance with the terms set forth in this Section. The City shall not unilaterally increase the Rec-In-Lieu Fees or reassess the credits set forth in Exhibit H for any parcel for which a final subdivision map has been recorded and Building Permits for a Residential Component in accordance with the Project Approvals have been issued, or where Rec-In-Lieu Fees have been satisfied, in accordance with this Agreement.

Notwithstanding the above, if the Parkline VTM is amended as part of a Subsequent Project Approval which results in additional parcels providing for residential development, said Subsequent Project Approval shall be subject to the Rec-In-Lieu Fee requirements in Menlo Park Municipal Code Section 15.16.020 and the Quimby Act. Exhibit H shall be modified, as needed, to reflect changes resulting from the amendment to the Parkline VTM. The modification to Exhibit H may be approved by the City Manager without an amendment to this Agreement, provided: (a) the Rec-In-Lieu Fee applicable to each additional residential unit is calculated in accordance with the then applicable rate adopted by the City in effect upon approval of the amendment to the Parkline VTM; and (b) the Rec-In-Lieu Fee is satisfied in accordance with the provisions of Menlo Park Municipal Code Section 15.16.020. In addition, if the size of the Public Park Parcel increases as a result of a Modified Project Approval, the credit for said dedication as reflected on Exhibit H shall be replaced with the product resulting from multiplying the acreage of the modified Public Park Parcel by Eleven Million Eight Hundred Thousand Dollars (\$11,800,000.00) per acre.

C. Processing Fees. City may charge and Developer agrees to pay all Processing Fees that are in effect on a City-wide basis at the time applications are submitted for permits, approvals or entitlements.

D. Connection Fees. Developer shall pay connection fees assessed by utility providers and other agencies assessing such fees at the rates in effect from time to time.

E. Other Agency Fees. Nothing in this Agreement shall preclude City from collecting fees from Developer that are lawfully imposed on the Project by another agency having jurisdiction over the Project, which the City is required to collect pursuant to Applicable Law ("**Other Agency Fees**").

F. Reimbursements from Other Developers. To the extent that Developer provides any dedications or constructs public transportation facilities or infrastructure, the cost of which is in excess of Developer's "fair share" cost of such public transportation infrastructure improvements and such work is not eligible for fee credits or other reimbursement by the City, as provided above, then for a period of five (5) years following the City's acceptance of the public transportation infrastructure improvements constructed by Developer, the City shall use its good faith efforts to condition projects to be constructed by other parties benefiting from such transportation infrastructure to enter into infrastructure-item-specific reimbursement agreements for the portion of the cost of any dedications, public facilities and/or infrastructure the City may require the Developer to construct as conditions of the Project Approvals to the extent that they

exceed the Project's "fair share." Where projects to be constructed by other parties have been conditioned to construct a portion of, or pay a fair share fee for, public improvements being constructed by Developer, then City shall use good faith efforts to cause such third-party developers to reimburse Developer for the applicable third-party developer's fair share of the improvement costs incurred by Developer, in an amount consistent with such third-party developer's prior approvals. "**Fair Share**" means a proportionate share of the total cost, burden, or obligation to construct, fund, or provide a transportation facility, improvement, or service, as determined based on a reasonable method of apportionment that accounts for the extent of project impacts generated, or demand created by the Project (or applicable portion thereof), such as trip generation, number of residential units or SF of non-residential uses, acreage or frontage, or similar factors. The provisions of this Paragraph shall only apply to Non-TIF Intersection Improvements required by Sections 13.5.2 and 13.5.3 of the Parkline CDP and Other Off-Site Improvements required by Section 13.6 of the Parkline CDP and shall not apply to the Project Frontage Improvements required by Section 13.1 of the Parkline CDP, TIF In Lieu Improvements required by Section 13.4 of the Parkline CDP, and Non-TIF Intersection Improvements required by Sections 13.5.1 and 13.5.4 of the Parkline CDP.

Section 4.2 CFDs.

A. Local CFD Policies and CFD Formation. City agrees to consider adopting a local policy pursuant to Government Code Section 53312.7 ("**Local CFD Policies**") to authorize the formation of Community Facilities Districts pursuant to the Mello-Roos Act (Government Code Section 53311 *et seq.*) ("**CFDs**") to serve residential and mixed use projects and the issuance of bonds to finance eligible public facilities. If Local CFD Policies are adopted and Developer files a petition requesting that City form a CFD to serve the Project, the Parties shall cooperate in good faith to establish a CFD to serve the Project. The boundaries of the CFD shall be coextensive with those of the Property, unless the Parties otherwise agree. Upon the filing of a petition by Developer pursuant to Government Code Section 53318(c), the City Council shall consider adoption of a resolution of intention to establish the CFD and, following adoption, City shall use good faith, diligent efforts, in compliance with Government Code Sections 53318 *et seq.*, to establish and implement the CFD pursuant to the terms of this Agreement, including scheduling of necessary public hearings and adoption of a resolution of formation. Developer shall cooperate with City in the formation of the CFD including the timely submission of all petitions, waivers and consents.

B. CFD Facilities. Subject to caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth in subsections D and E below, the CFD shall finance the design and acquisition or construction of those facilities necessary for development of the Project, which may lawfully be financed under the Mello-Roos Act and other applicable law ("**CFD Facilities**").

C. Issuance of CFD Bonds. Upon successful formation of the CFD and approval of the Special Tax, and subject to the restrictions in this Subsection C and in Subsection D below, bonds shall be issued ("**CFD Bonds**"), the proceeds of which shall be used to finance the CFD Facilities, to the extent the CFD Facilities, or portion thereof, legally and feasibly may be financed utilizing this method of financing.

D. Special Tax. The CFD shall be authorized to levy, and Developer shall approve (by affirmative vote or other legally acceptable method), a tax (“**Special Tax**”) in accordance with the rate and method of apportionment of such Special Tax approved in the completed proceedings for the CFD. The Special Tax so set shall be in an amount such that, at the time the rate and method of apportionment of the Special Tax is approved, the estimated total annual taxes and assessments to be levied on each taxable parcel within the CFD district shall not exceed 2% of the parcel's projected assessed valuation based on a reasonable estimate of the sale price for the parcel and the residential or commercial unit to be constructed thereon, which estimated sale price has been approved by the City Manager or his or her designee in his or her reasonable discretion.

E. City's Reservation of Discretion. It is expressly acknowledged, understood and agreed by the Parties that notwithstanding any of the foregoing obligations set forth in this section, (i) City reserves full and complete discretion with respect to any adoption of Local CFD Policies and all legally required findings that must be made in connection with formation of a CFD, (ii) nothing in this Agreement is intended to or shall limit City's ability to adopt or refuse to adopt the Local CFD Policies or adopt legally required findings with respect to formation of the CFD, and (iii) nothing in this Agreement is intended to or shall prejudice or commit to City regarding the findings and determinations to be made with respect thereto.

F. Costs If No CFD Formed. In the event that City is unwilling to adopt the Local CFD Policies or is unable to make the legally required findings in connection with the formation of the CFD and the issuance of CFD Bonds for any reason, City shall not be liable for any resulting costs to Developer.

G. Developer's Consent. Subject to Developer filing a petition requesting that City form a CFD to serve the Project and City agreeing to adopt Local CFD Policies, and subject to caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth in subsections D and E above and Developer's approval of the rate and method of apportionment of the Special Tax, which approval shall not be unreasonably withheld, delayed or conditioned, Developer irrevocably consents to the formation of the CFD, the issuance of the CFD Bonds, the imposition of the Special Tax against the Property at rates and pursuant to a method of apportionment appropriate to fund the debt service on the CFD Bonds sold to finance the CFD Facilities, and agrees not to protest or object to formation of the CFD or levy of an appropriate Special Tax consistent herewith. Developer has agreed to the financing provisions set forth in this Section 4.3 and to perform the obligations hereunder, following Developer's filing of a petition pursuant to Government Code section 53318(c), in exchange for the consideration and benefits provided to Developer by City under this Agreement, including the vested right to develop the Property. Developer acknowledges and agrees that CFD Bonds shall not be issued to fund any on-site public improvements or any other infrastructure or fees other than the CFD Facilities, or portion thereof, which may lawfully be financed under the Mello-Roos Act and other applicable law.

H. Limited Liability of City. Notwithstanding any other provision of this Agreement, City shall not be liable for or obligated to pay any costs or expenses in connection with the CFD or the CFD Facilities except to the extent monies are available (from Advanced Costs, proceeds of CFD Bonds, or Special Taxes) and specifically authorized by law for payment of such costs or expenses.

Section 4.3 Public Infrastructure. City shall use good faith, diligent efforts to work with Developer to ensure that all public infrastructure required in connection with the Project is expeditiously reviewed and considered for acceptance by City on a phased basis as discrete components of the public infrastructure are completed. Developer may offer dedication of public infrastructure in phases, and City shall not unreasonably withhold, condition or delay acceptance of such phased dedications, or refuse phased releases of bonds or other security, so long as all other conditions for acceptance have been satisfied. Developer's obligation to construct the public improvements shall be set forth in one or more public improvement agreements to be entered into by the Parties on or before approval of final subdivision maps for the Project. Upon acceptance of the public improvements, or components thereof, City shall release to Developer any bonds or other security posted in connection with performance thereof, other than warranty period security, as more fully provided in the applicable improvement agreements between City and Developer. Except as specifically provided herein, Developer shall have no obligation to maintain the public infrastructure following City's acceptance thereof.

Section 4.4 City Responsibility for Public Park Improvements. Except as otherwise expressly set forth in this Agreement, including the Offer of Dedication and payment of funding contributions per Section 4.1 and payment of Park Maintenance Fee per Section 5.1F, the City shall be responsible, at its sole cost and expense, for all aspects of the planning, design, construction, and long-term operation and maintenance of the public park to be developed on the Public Park Parcel, and all funds contributed by Developer pursuant to Section 4.1 shall be accounted for by City in accordance with the requirements of Section 15.16.020 of the Menlo Park Municipal Code. Developer shall have no obligation or liability whatsoever for the design, construction, maintenance, operation, or repair of the park improvements, and shall have no responsibility for any delays, cost overruns, or modifications to the park design, programming, construction schedule, or implementation process undertaken by the City.

Notwithstanding the foregoing, Developer shall, upon request by the City, reasonably cooperate with City staff and consultants to facilitate coordination and interface between the park improvements and the Project infrastructure (such as grading transitions, utility connections, or circulation patterns); provided, however, that such cooperation shall not require Developer to incur any out-of-pocket costs or to assume responsibility for park design, permitting, or construction, except as otherwise expressly required by this Agreement.

Section 4.5 Prevailing Wage Requirements.

A. To the extent applicable, Developer shall comply with, and cause its contractors and subcontractors to comply with, all State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to "public works," including the payment of prevailing wages (collectively, "**Prevailing Wage Laws**"). Developer shall require the contractor(s) for any portion of the Improvements subject to Prevailing Wage Laws ("**Prevailing Wage Components**") to submit, upon request by City, certified copies of payroll records to City at the Property or at another location within City, and to maintain and make records available to City and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. Developer shall also include in each of its contractor agreements, a provision in form acceptable to City, obligating the contractor to require its contractors and/or subcontractors to comply with Prevailing Wage Laws in connection with the Prevailing Wage Components, and to

submit, upon request by City, certified copies of payroll records to City and to maintain and make such payroll records available to City and its designees for inspection and copying during regular business hours at the Property or at another location within the City.

B. Developer shall defend (with counsel reasonably acceptable to the City), indemnify, assume all responsibility for, and hold harmless City Parties from and against any and all present and future Claims arising out of or in any way connected with Developer's or its contractors' or subcontractors' obligations to comply with all Prevailing Wage Laws, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781.

C. Developer hereby waives and releases City Parties from any and all manner of Claims or other compensation whatsoever, in law or equity, of whatever kind or nature, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, now existing or which may in the future arise, including lost business opportunities or economic advantage, and special and consequential damages, arising out of, directly or indirectly, or in any way connected with Developer's obligation to comply with all Prevailing Wage Laws. Developer is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

INITIALS: DEVELOPER _____

As such relates to this 0, Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Section 4.6 Taxes and Assessments. Developer covenants and agrees to pay prior to delinquency all existing taxes and assessments and any and all new taxes or assessments that are adopted after the Agreement Date at the rates imposed by City from time to time, subject to the limitations in this Section 4.6. As of the Agreement Date, City is unaware of any pending efforts to initiate or consider applications for new or increased special taxes or assessments covering the Property, or any portion thereof. City shall retain the ability to initiate or process applications for the formation of new assessment districts or imposition of new taxes covering all or any portion of the Property. City may impose new taxes and assessments on the Property in accordance with the then applicable laws and this Agreement, but only if such taxes or assessments are adopted by or after Citywide voter approval, or approval by landowners subject to such taxes or assessments, and are imposed on other land and projects of the same category within the jurisdiction of City in a reasonably proportional manner as determined by City, and, as to assessments, only if the impact thereof does not fall disproportionately on the Property as compared to the benefits accruing to the Property as indicated in the engineers report for such assessment district. Nothing herein shall be

construed so as to limit Developer from exercising whatever rights it may otherwise have in connection with protesting or otherwise objecting to the imposition of taxes or assessments on the Property. In the event an assessment district is lawfully formed to provide funding for services, improvements, maintenance or facilities that are substantially the same as those services, improvements, maintenance or facilities being funded by the Impact Fees to be paid by Developer under the Project Approvals or this Agreement, such Impact Fees to be paid by Developer shall be subject to reduction/credit in an amount equal to developer's new or increased assessment under the assessment district.

ARTICLE 5 PARKLINE COMMUNITY BENEFITS

In consideration of the rights and benefits conferred by City to Developer under this Agreement, and to the extent Developer pursues subdividing the Property and construction of the Project, Developer shall perform and provide the obligations described in this Article 5. The Parties acknowledge and agree that some of the obligations described in this Article 5 exceed those dedications, conditions, and exactions that may be imposed under Applicable Law and would not otherwise be achievable without the express agreement of Developer.

Section 5.1 Community Benefits. This Agreement documents the requirements for and governs the delivery of all community benefits for the Project. Developer shall implement the community benefits set forth in this Section 5.1, (collectively, "**Parkline Community Benefits**") at the times and subject to the conditions set forth herein. Developer's failure to provide any of the Parkline Community Benefits as set forth in this Section 5.1 and by the times set forth herein and in Section 11.1 below following City's notice to Developer of such failure, shall be a Default.

A. Parkline Shuttle. In connection with the transportation demand management plan ("**TDM Plan**") required pursuant to the Parkline CDP, and as a condition thereof, Developer shall provide or cause to be provided a shuttle service to transport residents and other occupants at the Project to and from the Property and the Menlo Park Caltrain station (the "**Shuttle Service**"), commencing no later than issuance of a First Certificate of Occupancy for the first non-residential building ("**Shuttle Service Commencement**"), by either (i) funding the operation and maintenance of a separate and independent Shuttle Service for the Project ("**Parkline Shuttle**"), or (ii) paying to City annually the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) ("**Optional Shuttle Fee**"), subject to an annual CPI Adjustment, exclusively towards the cost of City operated shuttles ("**City Shuttles**") that serve the Property, such as the Willow Road Shuttle and Menlo Park Middy. Developer shall provide written notice to the City of its initial election under this Section 5.1A no later than ninety (90) days prior to the anticipated date of issuance of the First Certificate of Occupancy for the first non-residential building. Developer may, on an annual basis, change its elected method of compliance under this Section (i.e., switch between Parkline Shuttle and Optional Shuttle Fee), by providing written notice to the City no less than sixty (60) days prior to the proposed effective date of the change. If Developer elects to pay the Optional Shuttle Fee for the upcoming year, the notice shall be accompanied with payment of the then applicable Optional Shuttle Fee, as adjusted by the annual CPI Adjustment.

If Developer elects to fund, operate and maintain a separate and independent Parkline Shuttle, it shall (i) use 100% electric vehicles, (ii) coordinate reasonable outreach with City on Parkline Shuttle routing, frequency, and design to avoid duplicating service or inefficiency with

transfers between the Parkline Shuttle and City Shuttles, and (iii) prepare an annual report on Parkline Shuttle ridership and other metrics such as timeliness of shuttle arrivals to facilitate City evaluation of the Parkline Shuttle which may, at Developer's election, be consolidated with any annual TDM plan monitoring and reporting requirements.

Regardless of whether Developer elects to fund, operate and maintain a separate an independent Parkline Shuttle or pay the Optional Shuttle Fee towards the City Shuttles, Developer shall:

(1) Coordinate with City to ensure that publicly operated buses (e.g., Willow Road Shuttle, Menlo Park Midday, commute.org, SamTrans) have access to the Property and are provided bus stops and signage at reasonable locations within the Project, to be approved by City, for public transit systems; and

(2) Participate in the City's shuttle study as a stakeholder.

Notwithstanding the expiration of the term of this Agreement, the Developer's obligation to provide or fund the Shuttle Service shall remain in effect for a period of twenty (20) years following the date of Shuttle Service Commencement (the "**Shuttle Service Term**"), and shall be enforceable as a condition of approval of the TDM or as an equitable servitude on the Property that shall run with the land. During the Shuttle Service Term, the Parties agree to engage in a good faith meet and confer process to evaluate whether Shuttle Service remains warranted based on ridership trends, service utilization, and overall TDM performance. The Parties may mutually agree to extend, modify, or discontinue the Shuttle Service obligations based on such evaluation.

Notwithstanding the foregoing, if at any time during the Shuttle Service Term, the City and Developer mutually determine, based on ridership data, utilization reports, overall TDM performance, or other relevant performance metrics, that the Shuttle Service is underutilized or no longer an effective transportation solution for the Project, the Parties may agree in writing to discontinue the Shuttle Service and instead redirect the Optional Shuttle Fee to fund other transportation-related programs or improvements that directly benefit residents or occupants of the Project. Such alternative uses may include but are not limited to: mobility-as-a-service subsidies, on-demand transit solutions, bicycle infrastructure, transit passes, or micromobility infrastructure serving the Project area. Any such changes may be approved by the City Manager as an Operating Memorandum.

B Publicly Accessible Event Area. As part of the non-residential components of the Project, Developer shall design and construct a publicly accessible open space area (the "**Event Area**") with a multi-use plaza, and with flexibility for the final location to be determined by Developer within the Property through Subsequent Approvals and in a manner compatible with adjacent land uses and phasing. Developer's obligation to construct and complete the Event Area shall arise upon issuance of the first Building Permit for a non-residential building in the Project, and shall be completed prior to the issuance of the First Certificate of Occupancy for such new non-residential building. The Event Area shall be privately owned and maintained by Developer, or an owner's association established by Developer, but shall be made publicly accessible through a Privately Owned and Publicly Accessible Open Space Use Agreement (the "**POPA Use Agreement**"), which shall be negotiated by the Parties and recorded prior to the issuance of the

First Certificate of Occupancy for such new non-residential building. Developer shall retain the right to establish reasonable rules and regulations governing public access and use, including but not limited to permitted hours, activities, noise limits, and temporary closures for maintenance, private events, or safety. Developer shall make the Event Area reasonably available from time to time for community programming or public events, such as farmers markets, food truck festivals, or movie nights. Additionally, the City shall have the right to use the Event Area for up to one (1) public event per calendar month, subject to:

- At least 30 days' prior written notice to Developer;
- Developer approval of event timing and logistics (not to be unreasonably withheld);
- City's compliance with Developer's applicable rules and regulations; and
- Execution of a short-form license or event agreement (as needed), including requirements for insurance, security, and waste management.

City shall be responsible for cleaning and repairing any damage caused by its events. Developer, or an owners' association to be formed by Developer, shall own, operate, maintain and repair the Event Area in good and workmanlike condition, and otherwise in accordance with all Applicable Laws and any Project Approvals, all at no cost to City. Developer shall otherwise be solely responsible for ongoing operation, maintenance, and repair of the Event Area in a manner consistent with other privately owned open spaces in the region, and at no cost to the City.

C. Affordable Housing Land Dedication. In connection with the recording of the first final subdivision map in accordance with the Parkline VTM, Developer shall dedicate an approximately 1.6 acre site, preliminarily identified as Lot 7 on the Parkline VTM and R3 on the Project Site Plan (the "**Affordable Housing Land**"), at no cost or expense, to a reputable non-profit affordable housing developer, to be selected by Developer in its sole discretion, provided that such entity demonstrates verifiable experience successfully developing, operating and maintaining affordable housing developments in the greater San Francisco Bay Area (the "**Affordable Housing Developer**"). The agreement between Developer and Affordable Housing Developer providing for the dedication of the Affordable Housing Land shall be subject to the terms of the BMR Agreement and shall commit Affordable Housing Developer to develop up to 154 affordable housing units thereon, subject to available funding. Further, said agreement shall require Affordable Housing Developer to submit plans to the City for an architectural control permit applicable to the Affordable Housing Land within twelve (12) months of the date of recording of the first final subdivision map noted above, to submit plans to secure Building Permits for construction of residential Improvements on the Affordable Housing Land within eighteen (18) months following the approval of the architectural control permit, and to diligently pursue available local, state and/or federal funding and/or tax credit financing (the "**Affordable Housing Financing**") as may be necessary to finance the construction of affordable units on the Affordable Housing Land. The Parties acknowledge and agree that the timing of construction commencement for the residential improvements on the Affordable Housing Land will be contingent on the Affordable Housing Developer securing sufficient Affordable Housing Financing, which is outside the control of the Developer and the Affordable Housing Developer. As such, the failure to obtain financing or begin construction within a defined period shall not constitute a breach of

this Agreement, provided the Affordable Housing Developer has complied with the requirements above and is continuously making good faith efforts to secure the required financing and approvals.

D. Emergency Water Reservoir. The Project EIR included an evaluation of the construction of an 2-3 million gallon underground emergency water reservoir (the “**Emergency Water Reservoir**”) beneath the Public Park Parcel, which is subject to the Offer of Dedication for park and recreational purposes as described in Section 4.1.B. Developer acknowledges and agrees that the terms of the dedication of the Public Park Parcel to the City pursuant to the Offer of Dedication shall not contain any restraint or limitation on the ability of City to design, construct, install, operate, maintain, repair, rehabilitate, or replace the Emergency Water Reservoir within the Public Park Parcel, as City may decide as fee owner of the Public Park Parcel upon City acceptance of the Offer of Dedication. City agrees to coordinate with Developer in good faith regarding the timing and logistics of any future construction of the Emergency Water Reservoir, including the review of design plans, construction means and methods, and the proposed phasing of improvements; the foregoing notwithstanding, City shall retain full authority, control and sole discretion regarding the design plans, construction means and methods, and phasing of improvements related to the Emergency Park Reservoir. The City shall be required to comply with applicable mitigation measures from the Project EIR as they relate to construction and operation of the Emergency Water Reservoir. The Parties further agree that temporary unavailability or excavation of the Public Park Parcel to facilitate the Emergency Water Reservoir shall not reduce or eliminate the Developer’s entitlement to a credit against the Rec-In-Lieu Fee under this Agreement.

E. Transportation Fee; Transportation Collaboration. Prior to the issuance of a Building Permit for the construction of the first non-residential building of the Project, excepting the commercial amenity building, Developer shall pay to City the sum of Two Million and 00/100 Dollars (\$2,0000,000.00) (the “**Transportation Fee**”). The Transportation Fee shall be used by City for transportation related improvements located within a ½ mile perimeter of the Property, as determined by City in its sole discretion. Further, separate and apart from any legal obligation set forth in the Project Approvals, Developer agrees to reasonably collaborate in good faith with City as a stakeholder in broader traffic mitigation strategy discussions aimed at reducing single-occupancy vehicle trips within the vicinity of the City’s downtown area and in the vicinity of the Property. Such collaboration shall be limited to participation in meetings, workshops, or planning activities coordinated by the City or its consultants and the sharing of information reasonably available to Developer. Nothing in this paragraph shall obligate Developer to incur any out-of-pocket costs (excepting such costs as may be incurred to meaningfully participate in the aforementioned collaborative efforts), undertake any mitigation measures beyond those already required under the Project Approvals, or commit to any additional improvements, financial contributions, or operational obligations unless separately agreed to in writing by Developer in its sole discretion.

F. Park Maintenance Fee. Concurrent with the recording of the final subdivision map creating the Public Park Parcel, Developer and City shall enter into an agreement (the “**Park Maintenance Agreement**”), memorializing Developer’s obligation to reimburse the City for the costs of maintenance and repair of the public park to be constructed on the Public Park Parcel, in the amount of Seventy Thousand Dollars (\$70,000.00) per calendar year (the “**Park Maintenance Fee**”), subject to an annual CPI adjustment. The term of the Park Maintenance Agreement shall be

for a period of twenty (20) years following the date of the Park Opening. The Park Maintenance Fee shall be paid on an annual basis and such payment shall be due and payable thirty (30) days prior to the annual anniversary of the Park Opening. For purposes of this Section 5.1F, “**Park Opening**” shall mean either (i) July 1st of the year in which the public park is completed and opened to the public if within the months of January through June, or (ii) January 1 of the year following in which the public park is completed and opened to the public if within the months of July through December. In the event the size of the Public Park Parcel increases as a result of a Modified Project Approval, the Park Maintenance Fee shall be increased by multiplying said Park Maintenance Fee by the quotient arrived at by dividing the size of the modified Public Park Parcel, as reflected in square feet, by 115,434 square feet, the size of Lot 9 of the Parkline VTM.

G. Publicly Accessible Restroom. Prior to the issuance of the First Certificate of Occupancy for Parking Garage PG-1 (“**PG-1**”), Developer shall design and construct, at its sole cost, a public restroom facility (the “**Public Restroom**”) within PG-1, as generally depicted on Exhibit G, in a location to be determined by Developer in its sole discretion, in consultation with City staff. Developer may change the initial location of the Public Restroom or relocate the Public Restroom to another publicly accessible location within a non-residential building provided that the alternative location is within reasonable walking distance of the Public Park Parcel (i.e., is proximate to the Public Park Parcel), subject to the prior written consent of the City, which shall not be unreasonably withheld, conditioned, or delayed. Any such relocation shall not require an amendment to this Agreement, but shall be documented in an Operating Memorandum and shown on an updated site plan. Prior to the issuance of the First Certificate of Occupancy for PG-1, as shown on Exhibit G, Developer shall grant to City a non-exclusive public access and use easement, in a commercially reasonable form (the “**Public Restroom Access Easement**”), for the purpose of providing the general public with rights of access to and use of the Public Restroom, subject to Developer’s reasonable rules and regulations. The Public Restroom Access Easement shall be for the benefit of the City and the general public as an easement in gross, and it is a covenant that shall run with the land. The Public Restroom shall be designed and constructed in conformance with the Project Approvals applicable to the Public Restroom, inclusive of all accessibility standards under state and federal law, and shall contain no less than two single-occupancy all-gender, ADA accessible restrooms with a toilet, toilet paper dispenser, sink, wash basin, soap dispenser, paper towel dispenser and/or hand dryer, mirror, other restroom amenities customarily provided within other public restrooms in the City, and gender neutral ADA bathroom signage. The Public Restroom Access Easement shall permit public entry into and use of the amenities provided within the Public Restroom, and Developer shall be responsible to unlock the Public Restroom no later than 8:00 am in the morning every day and to lock and secure the Public Restroom no earlier than 30 minutes after dusk every day. Developer shall be responsible for the maintenance, repair and replacement, at its sole cost and expense, of the facilities and improvements comprising the Public Restroom, which Developer shall keep in a good, safe and usable condition, in good repair, and shall provide for janitorial maintenance of the facilities and improvements comprising the Public Restroom no less frequently than once every day, subject to temporary closures for maintenance, safety, or vandalism response. Developer may implement such security, lighting, signage, and other measures as it deems appropriate. In no event shall the City have any responsibility for the maintenance, repair or replacement of the Public Restroom. The Public Restroom Access Easement shall provide Developer with the right to change the location of the Public Restroom or relocate the Public Restroom to another publicly accessible location within a non-residential

building provided that the alternative location is within reasonable walking distance of the Public Park Parcel as agreed to by City.

H. Recycled Water Facilities. In connection with the design and construction of the internal loop road system serving the Project, Developer shall design, install and construct recycled water piping and infrastructure within said internal loop road system (the “**Recycled Water Facilities**”), subject to the review and approval of the West Bay Sanitary District, which approval shall be provided to the City for its records, which shall have three points of connection along Laurel Street, Middlefield Road, and Burgess Drive. Further, Developer shall grant to West Bay Sanitary District a commercially reasonable form of public utility easement (the “**Recycled Water Easement**”) on, over and across the alignment of the Recycled Water Facilities for the purpose of providing West Bay Sanitary District with rights to use, operate, maintain, repair, and replace the Recycled Water Facilities, at their sole cost and expense. The terms of the Recycled Water Easement shall provide Developer with the ability to cause West Bay Sanitary District to relocate the alignment of the Recycled Water Facilities within the Recycled Water Easement, provided such work is undertaken at Developer’s sole cost and expense, West Bay Sanitary District and City are afforded the right to review and approve plans and specifications related to such relocation activities, and Developer provides West Bay Sanitary District with a replacement easement for the relocated Recycled Water Facilities. Developer shall not be required to construct any off-site recycled water infrastructure apart from connecting the Recycled Water Facilities to recycled water infrastructure delivered by West Bay Sanitary District when it becomes available. West Bay Sanitary District and/or City shall be solely responsible for establishing any utility connections to the two stubbed points of connection provided at Laurel Street and Burgess Drive.

I. Non-Diesel Backup Generators. The Parties acknowledge that while the Project will be developed as an all-electric campus with all-electric residential units and all-electric non-residential buildings, certain portions of the Project will require, and the Project Approvals will allow, the utilization of diesel backup generators in the event of a power outage. Nevertheless, Developer agrees to utilize non-diesel backup generators, if and when a reliable technology becomes available that can achieve the Project electrical load requirements and work with the electrical and mechanical infrastructure/service of the Project without redesign, and provided the cost to procure and operate such new generators is no more than 5% above the cost to procure and operate a traditional diesel backup generator. Developer’s obligation to utilize non-diesel backup generators under this paragraph shall arise only when backup generators are being procured in the first instance or at the end of a given generator’s useful life; Developer shall not be required to replace or retrofit any previously procured or installed diesel generators solely due to the subsequent availability of a qualifying non-diesel alternative, unless such replacement is otherwise required at the end of the generator’s useful life. “Reliable,” for purposes of this paragraph, means that the generator technology has been commercially available and in use in comparable-scale developments for backup power, including for critical or life safety systems, for a reasonable period of time (not less than three (3) years) sufficient to evaluate the efficacy of such technology; and is capable of providing uninterrupted backup power to meet the Project’s full emergency load profile for the required minimum duration (based on code or operational needs), with performance equivalent to or better than a conventional diesel generator in terms of startup response time, runtime reliability, and service availability.

J. Union Labor. Developer agrees to utilize, and shall cause its contractors and subcontractors to utilize, commercially reasonable efforts to utilize union-affiliated labor in connection with the development and construction of all vertical (core and shell) components of the non-residential Improvements within the Project when economically and practically feasible. Further, with respect to the development and construction of the Residential Components of the Project, Developer agrees to encourage its contractors and subcontractors to utilize union labor in connection therewith when economically and practically feasible. For purposes of this Section 5.1J, “commercially reasonable efforts” shall include outreach to union-affiliated contractors and labor organizations reasonably expected to perform the relevant work, and providing such entities a fair opportunity to submit proposals. Developer may demonstrate such efforts through documentation of communications, distribution of bid materials, or other reasonable means. No minimum number of bids or specific advertising requirements shall be required to satisfy this obligation.

Section 5.2 Sales Tax Point of Sale Designation. Developer shall use commercially reasonable efforts to the extent allowed by Applicable Law to require all persons and entities providing bulk lumber, concrete, structural steel, and pre-fabricated building components, such as roof trusses, to be used in connection with the initial construction and development of, or incorporated into, the Project, to (a) obtain a use tax direct payment permit; (b) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars (\$5,000,000) or more; or (c) otherwise designate the Property as the place of use of material used in the initial construction of the Project in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool. Developer shall instruct each of its subcontractors to cooperate with City to ensure the full local sales/use tax is allocated to City. To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City, Developer shall provide City with an annual spreadsheet, which includes a list of all subcontractors with contracts in excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts. City may use said spreadsheet to contact each subcontractor who may qualify for local allocation of use taxes to the City.

Section 5.3 PILOT. Concurrent with and immediately following the execution and recording of each final subdivision map for the Project, City and Developer shall execute and record a Payment In Lieu of Taxes Agreement (“**PILOT Agreement**”), substantially in the form attached hereto as Exhibit K, against the parcels identified in the Parkline VTM, excepting (i) Lot 7 (R3), provided the Affordable Housing Covenant required by Section 4.1.B is recorded against and encumbers said parcel, and (ii) the parcels comprising the Building P, S or T Property (or any lesser number of such parcels if SRI owns fewer than all such parcels or occupies fewer than all such buildings), so long as SRI is the sole owner of said parcels and occupant of the buildings located thereon at the time of recording of a final map. In the event Developer seeks and obtains a Modified Project Approval related to all or a portion of the parcels comprising the Building P, S or T Property, City and Developer shall execute and record a PILOT Agreement in connection with the recording of a final map related to the Building P, S or T Property pursuant to a modified Parkline VTM.

The PILOT Agreement shall require that if any Improvements constructed on the parcel subject to the PILOT Agreement are owned or leased by an entity which qualifies the Property or any portion thereof for an exemption from the imposition of real property taxes pursuant to

California Constitution Article XIII, §§ 3, 4 or 5, or provisions of the California Revenue and Taxation Code, or any successor provision, or any other exemption from the payment of real or personal property taxes of any nature (the “**Exemptions**”), except to the extent (i) precluded by Section 214.06 of the California Revenue and Taxation Code or Applicable Law, (ii) the Improvements comprise up to 227,000 SF of new non-residential space subject to a fully executed lease agreement between Developer and SRI or an SRI Affiliate, to be provided to City, and SRI or an SRI Affiliate thereafter secures an Exemption, or (iii) the Exemption is granted in accordance with Section 218 of the California Revenue and Taxation Code, then Developer shall pay annually to the City a payment in lieu of taxes in an amount equal to the portion of the real and personal property tax levy the City would have received but for the Exemptions based on the assessed value of said tax exempt property as determined by the San Mateo County Assessor’s Office and as increased annually by the amount permitted under the provisions of Article XIII A, Section 2, of the California Constitution. The amount of the PILOT shall be determined by the City in consultation with the San Mateo County Assessor’s Office. If Developer disputes the City’s determination, Developer may request administrative review but must pay the full invoiced amount pending resolution. The PILOT Agreement shall run with the land.

ARTICLE 6 ANNUAL REVIEW

Section 6.1 Periodic Review.

A. As required by California Government Code Section 65865.1 and the Development Agreement Regulations, City and Developer shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12) months to determine good faith compliance with this Agreement. Specifically, City’s annual review shall be conducted for the purposes of determining good faith compliance by Developer with its obligations under this Agreement.

B. The annual review shall be conducted as provided in the Development Agreement Law and City’s Development Agreement Regulations as follows:

(1) The Director of Community Development shall provide Developer notice of an annual review hearing before the Planning Commission, which shall be scheduled at least thirty (30) days after the date of the notice. The notice shall, to the extent required by law, include a statement that any review may result in amendment or termination of this Agreement. At said hearing, Developer must demonstrate, and shall bear the burden of proof of, good faith compliance with the terms of this Agreement. The Planning Commission shall determine upon the basis of substantial evidence whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the Planning Commission may be appealed to the City Council.

(2) If the Planning Commission (if its finding is not appealed) or City Council finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to Developer describing: (a) such failure and that such failure constitutes a Default; (b) the actions, if any, required by Developer to cure such Default; and (c) the time period within which such Default must be cured. If the Default can be cured, Developer shall have a minimum of thirty (30) days after the date of such notice to cure

such Default, or in the event that such Default cannot be cured within such thirty (30) day period, if Developer shall commence within such thirty (30) day time period the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default, Developer shall have such additional time period as may be required by Developer within which to cure such Default.

(3) If Developer fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.

C. If, upon a finding under Section 6.1B of this Agreement and the expiration of the cure period specified in Section 6.1B without Developer having cured a Default, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Developer of its intention so to do. The notice shall be given at least fifteen (15) days before the scheduled hearing and shall contain:

- (1) The time and place of the hearing before the City Council;
- (2) A statement that City proposes to amend or terminate the Agreement;
- (3) Such other information as is reasonably necessary to inform Developer of the nature of the proceeding.

D. At the time and place set for the hearing on amendment or termination, Developer shall be given an opportunity to be heard, and Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement without providing Notice of Default and opportunity to cure pursuant to Article 11 or, rather than terminate, amend this Agreement in accordance with the Development Agreement Statute and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

E. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

F. If, after an annual review, City finds Developer has complied in good faith with this Agreement, City, promptly following Developer's request, shall issue to Developer a letter of compliance certifying that Developer has so complied through the period of the applicable annual review.

G. If a Transferee or Mortgagee becomes the "Developer" subject to this Agreement as to a portion of the Property, annual review shall be conducted separately, but concurrently, with respect to each such Developer, and determinations as to compliance with this Agreement shall be made separately. If City takes action against one such Developer for noncompliance, such action shall apply only as to the Developer involved and the portions of the

Property in which such Developer has an interest, and shall not affect other Developers unless they or their portions of the Property are involved in the noncompliance.

ARTICLE 7 MORTGAGEE PROTECTION

Section 7.1 Mortgagee Protection. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property ("**Mortgage**"). This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording the Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 7.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of the Project, or any portion thereof, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with the Project Approvals and this Agreement nor to construct any improvements thereon or institute any uses other than those uses and improvements provided for or authorized by this Agreement and the Project Approvals.

Section 7.3 Notice of Default to Mortgagee; Right to Cure. With respect to any Mortgage granted by Developer as provided herein, so long as any such Mortgage shall remain unsatisfied of record and Mortgagee has provided City with written notice requesting that City send Mortgagee notices of Default and specifying the address for service thereof, the following provisions shall apply:

A. City, upon serving Developer any notice of Default, shall also serve a copy of such notice upon any Mortgagee at the address provided to City, and no notice by City to Developer hereunder shall affect any rights of a Mortgagee unless and until a copy thereof has been so served on such Mortgagee; provided, however, that failure so to deliver any such notice shall in no way affect the validity of the notice sent to Developer as between Developer and City.

B. In the event of a Default by Developer, any Mortgagee shall have the right to remedy, or cause to be remedied, such Default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 7.3A above, or (ii) the expiration of the period provided herein for Developer to remedy or cure such Default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Developer; provided, however, that (a) if such Default is not capable of being cured within the timeframes set forth in this Section 7.3B and Mortgagee commences to cure the Default within such timeframes, then Mortgagee shall have such additional time as is required to cure the Default so long as Mortgagee diligently prosecutes the cure to completion and (b) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall

be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

C. Any notice or other communication which City shall desire or is required to give to or serve upon the Mortgagee shall be in writing and shall be served in the manner set forth in Section 12.5, addressed to the Mortgagee at the address provided by Mortgagee to City. Any notice or other communication which Mortgagee shall give to or serve upon City shall be deemed to have been duly given or served if sent in the manner and at City's address as set forth in Section 12.5, or at such other address as shall be designated by City by notice in writing given to the Mortgagee in like manner.

Section 7.4 No Supersedure. Nothing in this Article 7 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 7 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 7.3.

Section 7.5 Technical Amendments to this Article 7. City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the Project on the Property or any refinancing thereof and to otherwise cooperate in good faith, at Developer's expense, to facilitate Developer's negotiations with lenders.

ARTICLE 8 AMENDMENT OF AGREEMENT AND EXISTING APPROVALS

Section 8.1 Amendment of Agreement By Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto or their successors-in-interest or assigns, and then only in the manner provided for in the Development Agreement Statute and Development Agreement Regulations.

Section 8.2 Insubstantial Amendments to Agreement. Any amendment to this Agreement which, in the context of the overall Project contemplated by this Agreement, does not substantially affect (i) the Term of this Agreement; (ii) permitted uses of the Property; (iii) Public Benefits, including without limitation provisions for the reservation or dedication of land; (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions; (v) the density or intensity of use of the Property or the maximum height or size of proposed buildings; (vi) monetary contributions by Developer; (vii) the nature, timing of delivery, or scope of Improvements required by the Existing Approvals or Subsequent Project Approvals; or (viii) the Parkline Phasing Plan, or which constitutes a technical amendment under Section 7.5, shall be deemed an **"Insubstantial Amendment"** and shall not, except to the extent otherwise required by law or this Agreement, require notice or public hearing before the parties may execute an amendment hereto. The City Manager shall have the authority to determine whether a proposed amendment to this Agreement qualifies as an Insubstantial Amendment and to execute an Insubstantial Amendment or, in his or her discretion, seek approval of an Insubstantial Amendment by City resolution.

Section 8.3 Requirement for Writing. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the Parties or their successors. A copy of any change, including changes addressed by Operating Memoranda, Insubstantial Amendments, or Administrative Amendments, shall be provided to the City Council within thirty (30) days of its execution.

Section 8.4 Amendments to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute as those provisions existed as of the Agreement Date. No amendment or addition to those provisions that would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by the California State Legislature or is mandated by a court of competent jurisdiction. In the event of the application of such a change in law, the Parties shall meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with such new law or regulation. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected by same unless the Parties mutually agree in writing to amend this Agreement to permit such applicability. Developer and/or City shall have the right to challenge any new law or regulation preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Section 8.5 Amendments to Project Approvals. Project Approvals (except for this Agreement, the amendment process for which is set forth in Section 8.1 through 8.3) may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer at its sole discretion. All amendments to the Project Approvals shall automatically become part of the Project Approvals. The permitted uses of the Property or portion thereof, the maximum density and/or number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development as set forth in all such amendments shall be automatically vested pursuant to this Agreement, without requiring an amendment to this Agreement. Amendments to the Project Approvals shall be governed by the Project Approvals and the Applicable Law. City shall not request, process or consent to any amendment to the Project Approvals that would affect the Property or the Project, or applicable portion thereof, without Developer's prior written consent. For the avoidance of doubt, amended or modified Project Approvals that are substantially consistent with a Modified Project Approval shall not require an amendment to this Agreement.

Section 8.6 Administrative Amendments of Project Approvals. Upon the request of Developer for an amendment or modification of any Project Approvals (except for this Agreement the amendment process for which is set forth in Section 8.1 through 8.3), the City Manager or his/her designee shall determine: (a) whether the requested amendment or modification is minor

when considered in light of the Project as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Agreement and the Applicable Law and may be processed administratively. If the City Manager or his/her designee finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Agreement and the Applicable Law, then the amendment or modification shall be determined to be an “**Administrative Amendment**,” and the City Manager or his/her designee may approve the Administrative Amendment, without public notice or a public hearing. Without limiting the generality of the foregoing, lot line adjustments, minor reductions in the density, intensity, scale, or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, variations in the location of structures that do not substantially alter the design concepts of the Project, substitution of comparable landscaping for any landscaping shown on any development plan or landscape plan, variations in the location or installation of utilities and other infrastructure connections and facilities that do not substantially alter design concepts of the Project, and minor adjustments to a subdivision map or the Property legal description shall be deemed to be minor amendments or modifications. Any request of Developer for an amendment or modification to a Project Approval that is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 8.7 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer and development of the Property hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the Term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, City and Developer may effectuate such clarifications through operating memoranda (“**Operating Memoranda**”) approved by City and Developer, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such Operating Memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section 8.7 or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section 8.1 or Section 8.2 above. The City Manager shall be authorized to execute any Operating Memoranda hereunder on behalf of City.

Section 8.8 CEQA. In connection with its consideration and approval of the Existing Approvals, the City has prepared and certified the Project EIR, which evaluates the environmental effects of the Project, and has imposed all feasible mitigation measures to reduce the significant environmental effects of the Project. The Parties acknowledge that certain Subsequent Project Approvals may legally require additional analysis under CEQA. Nothing contained in this Agreement is intended to prevent or limit the City from complying with CEQA. In acting on Subsequent Project Approvals, City will rely on the Project EIR to the fullest extent permissible by CEQA as determined by City in its reasonable discretion. In the event supplemental or additional review is required for a Subsequent Project Approval, City shall limit such supplemental or additional review to the scope of analysis mandated by CEQA and shall not impose new mitigation measures except as legally required, all as determined by the City as the lead agency under CEQA in its reasonable discretion.

ARTICLE 9 COOPERATION AND IMPLEMENTATION

Section 9.1 Subsequent Project Approvals. Certain subsequent land use approvals, entitlements, and permits other than the Existing Approvals, such as and including the Modified Project Approvals, will be necessary or desirable for implementation of the Project (“**Subsequent Project Approvals**”). The Subsequent Project Approvals may include, without limitation, the following: amendments of the Existing Approvals, Modified Project Approvals, grading permits, Building Permits, sewer and water connection permits, Certificates of Occupancy, Temporary Certificates of Occupancy, lot line adjustments, site plans, development plans, land use plans, building plans and specifications, final maps, parcel maps and/or subdivision maps, conditional use permits, variances, architectural control plans, demolition permits, improvement agreements, encroachment permits, and any amendments to, or repealing of, any of the foregoing.

Section 9.2 Scope of Review of Subsequent Project Approvals. City reserves discretion to impose appropriate Exactions in connection with issuance of Subsequent Project Approvals, provided that in exercising its discretion in connection with consideration of Subsequent Project Approvals, City agrees that City shall not revisit the fundamental policy decisions reflected by the Existing Approvals or impose any Exactions that would conflict with this Agreement, Applicable Law, Applicable City Regulations, or the Existing Approvals as set forth in Section 3.1 herein, unless expressly permitted by Sections 4.1.A-D or 9.8, or conflict with the Modified Project Approval Conditions. At such time as any Subsequent Project Approval applicable to the Property is approved by City, then such Subsequent Project Approval shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be treated as a “Project Approval” under this Agreement.

Section 9.3 Processing Applications for Subsequent Project Approvals.

A. Developer acknowledges that City cannot begin processing applications for Subsequent Project Approvals until Developer submits complete applications on a timely basis. Developer shall use diligent good faith efforts to (i) provide to City in a timely manner and in the manner required under Applicable Law any and all Processing Fees, documents, materials, applications, plans, and other information reasonably necessary for City to carry out its review and processing obligations; and (ii) cause Developer’s planners, engineers, and all other consultants to provide to City in a timely manner and in the manner required under Applicable Law all such documents, applications, plans, information, and other materials required under Applicable Law.

B. Upon submission by Developer of all appropriate applications and Processing Fees for any Subsequent Project Approval, City shall accept, review, and use reasonable efforts to expeditiously process Developer’s applications and requests for Subsequent Project Approvals in connection with the Project in good faith and in a manner that complies with and is consistent with Applicable Law, the Project Approvals and this Agreement, including the Modified Project Approval Conditions. The City shall approve any application or request for any Subsequent Project Approval that substantially complies with and is consistent with the Project Approvals. The Parties shall cooperate with each other and shall use diligent, good faith efforts to cause the expeditious review, processing, and action on the Subsequent Project Approvals. City shall, to the full extent allowed by Applicable Law, promptly and diligently, subject to City ordinances, policies and procedures regarding hiring and contracting, commence and complete all steps necessary to act

on Developer's currently pending Subsequent Project Approval applications including: (i) providing at Developer's expense and subject to Developer's request and prior approval, reasonable overtime staff assistance, additional staff and/or staff consultants for processing of Subsequent Project Approval applications as may be necessary to meet Developer's reasonable schedule considerations; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such pending Subsequent Project Approval application.

C. Any request for a Modified Project Approval which involves discretionary approvals that are necessary to accommodate an increase in the number of housing units provided, subject to and satisfying the Modified Project Approval Conditions and in compliance with the City's existing inclusionary housing requirements in effect as of the Effective Date, will be entitled to a streamlined review and approval process requiring City to (1) use best efforts to expeditiously process any necessary entitlement approvals (e.g., an amended CDP, an amended VTM) within twelve (12) months of a substantially complete application being submitted, and (2) restrict the number of public hearings that can be held regarding the application to a maximum of five.

Section 9.4 Other Agency Subsequent Project Approvals; Authority of City. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Nevertheless, City shall be bound by, and shall abide by, its covenants and obligations under this Agreement in all respects when dealing with any such agency regarding the Property. City shall cooperate with Developer, at Developer's expense, to the extent appropriate and as permitted by law, in Developer's efforts to obtain, as may be required, Other Agency Subsequent Project Approvals. Nothing in this Section 9.4 shall relieve Developer of its obligation to comply with the Project Approvals, notwithstanding any conflict between the Other Agency Subsequent Project Approvals and the Project Approvals.

Section 9.5 Implementation of Necessary Mitigation Measures. Developer shall, at its sole cost and expense, comply with the Project MMRP requirements as applicable to the Property and Project.

Section 9.6 Cooperation in the Event of Legal Challenge.

A. The filing of any third-party lawsuit(s) against City or Developer relating to this Agreement, the Project Approvals or construction of the Project shall not delay or stop the development, processing or construction of the Project or approval of any Subsequent Project Approvals, unless a court order prevents the activity. City shall not stipulate to or cooperate in the issuance of any such order.

B. City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement or the Project Approvals ("**Litigation Challenge**"), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent Developer desires to contest or defend such Litigation Challenge, (i) Developer shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice; (ii) City may, in its sole discretion, elect to be

separately represented by the legal counsel of its choice, selected after consultation with Developer, in any action or proceeding, with the reasonable costs of such representation to be paid by Developer; (iii) Developer shall reimburse City, within forty-five (45) days following City's written demand therefor, which may be made from time to time during the course of such litigation, all reasonable costs incurred by City in connection with the Litigation Challenge, including City's reasonable administrative, legal, and court costs and City Attorney oversight expenses; and (iv) Developer shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys' fees or cost awards, including attorneys' fees awarded under Code of Civil Procedure Section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation. Upon request by Developer, City shall enter into a joint defense agreement in a form reasonably acceptable to the City Attorney to facilitate the sharing of materials and strategies related to the defense of such Litigation Challenge without waiver of attorney client privilege. Any proposed settlement of a Litigation Challenge by a Party shall be subject to the approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, that Developer may settle such Litigation Challenge without consent of the City if the settlement does not require any changes to any Project Approvals or action by the City. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City in accordance with Applicable Law, and City reserves its full legislative discretion with respect thereto. If Developer opts not to contest or defend such Litigation Challenge, City shall have no obligation to do so, but shall have the right to do so at its own expense.

Section 9.7 Revision to Project. In the event of a court order issued as a result of a successful Litigation Challenge, City shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Project Approvals and avoid or minimize to the greatest extent possible (i) any impact to the development of the Project as provided for in, and contemplated by, the Project Approvals, or (ii) any conflict with the Project Approvals or frustration of the intent or purpose of the Project Approvals.

Section 9.8 State, Federal or Case Law. Where any state, federal or case law allows City to exercise any discretion or take any act with respect to that law, City shall, in an expeditious and timely manner, at the earliest possible time, (i) exercise its discretion in such a way as to be consistent with, and carry out the terms of, this Agreement, and (ii) take such other actions as may be necessary to carry out in good faith the terms of this Agreement.

Section 9.9 Defense of Agreement. City, at Developers' expense, shall take all actions that are necessary or advisable to uphold the validity and enforceability of this Agreement. If this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by Applicable Law. In the event of a Litigation Challenge or filing of a referendum challenging the Project Approvals or this Agreement that is required by law to be placed on a ballot, Developer may terminate this Agreement, effective immediately upon giving notice of intent to terminate, and abandon the Project and, following such termination, Developer shall have no further obligation to pay for the costs of defense of this Agreement other than incurred by the City prior to the date of the notice of intent to terminate and thereafter incurred in seeking to have any such Litigation Challenge dismissed as moot.

ARTICLE 10 TRANSFER AND ASSIGNMENT

Section 10.1 Transfers and Assignments.

A. Developer shall have the right to sell, assign, transfer, or otherwise convey all of its right, title and interest in and to all or any portion of the Property without the consent of City; provided, however, in no event, subject to the exceptions identified in subsection 10.1 B. below, shall the rights, duties and obligations conferred or imposed upon Developer pursuant to this Agreement be at any time so transferred (“**Transfer**”) except through a transfer of the Property or applicable portion thereof, and no such Transfer of Developer’s rights, duties and obligations under this Agreement shall be made prior to substantial completion of the Project or completed portion of the Project to be conveyed, without the prior written consent of City Manager, which consent City Manager shall not unreasonably withhold, condition or delay. In the event of a transfer of a portion of the Property, the applicable Developer shall have the right to request that the City Manager reasonably consent to a Transfer of its rights, duties and obligations under this Agreement that are applicable to the transferred portion of the Property, and retain all rights, duties and obligations applicable to the portions of the Property that Developer will retain. Upon Developer’s request, City, at Developer’s expense, shall cooperate with Developer and any proposed transferee to allocate rights, duties and obligations under this Agreement and the Project Approvals between the transferred Property and the retained Property pursuant to an assignment and assumption agreement (“**Assignment and Assumption Agreement**”) substantially in the form attached hereto as Exhibit J.

B. Consent shall not be required for (i) Transfers to Developer’s Affiliates, (ii) pledges of any interest in the Property or Developer to institutional lenders, investors, or financing parties, or their successors or assigns, (iii) financing transactions, such as sale-leaseback or grant of a mortgage or deed of trust, for purposes of financing acquisition or development of the Project; or any foreclosure thereof or deed-in-lieu with respect thereto; (iv) any change, directly or indirectly, of the equity or ownership interests of Developer or any Transferee which individually or cumulatively with prior changes does not result in a change in Control of Developer or Transferee; (v) Transfers to SRI or an SRI Affiliate following issuance of a Notice of Default by City to Developer and Developer’s failure to cure in accordance with Article 11; (vi) any transfer of land or improvements to City or City’s designee or to non-profits approved by City in satisfaction of obligations under this Agreement or the Approvals; or (vii) any leases, subleases, licenses, easements, or other occupancy agreements, with the exception of long-term ground leases (collectively, “**Pre-Approved Transfers**”). Notwithstanding the foregoing, if any Pre-Approved Transfers include the transfer of rights and obligations under this Agreement and results in the transferee having a legal or equitable interest in the Property or a portion thereof, then Developer and the transferee shall enter into an Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit J, provide a copy of such agreement to City, and such transaction shall be treated as a “Transfer” under this Agreement and the transferee with respect thereto be a treated as a “Transferee” and the transferor as a “Transferor.” With respect to clause (iv) above, if Developer or a Transferee, or any constituent entity of Developer or a Transferee, is a publicly traded company, then a sale or transfer of shares in such company shall not be deemed a change in Control of Developer or such Transferee.

C. For purposes of this Article 10, (A) “**Affiliate**” means any corporation, limited liability company, partnership or other entity which is directly or indirectly Controlling of, Controlled by, or is under Common Control with Developer; (B) “**Control**”, “**Controlling**”, “**Controlled**”, and “**Common Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the day-to-day management and activities of the specified entity (provided, the possession of so-called major decision consent rights shall not, in and of itself, be deemed to constitute Control); and (C) the party to whom the Property or any portion thereof is Transferred along with Developer’s interest, rights, and obligations under this Agreement applicable to the Property transferred is a “**Transferee**” and the party who makes such Transfer is a “**Transferor**.”

D. Excepting any Pre-Approved Transfers, Developer shall notify City of any proposed Transfer under this Agreement, including any Transfer by SRI or an SRI Affiliate to any third party subsequent to a Pre-Approved Transfer pursuant to subsection 10.1 B (v), at least forty-five (45) days prior to completing any Transfer; provided, however that if Applicable Laws regarding publicly traded companies, prohibit such advance notice, then Developer shall not be obligated to include in such notice any information that could reasonably be expected to violate such Applicable Laws. City shall approve or disapprove the requested Transfer with respect to any portion of the Property within thirty (30) days after receipt of a written request for approval from Developer, together with such financial information and other documentation that City determines is reasonably necessary to evaluate the proposed transaction and the proposed assignee’s experience, reputation, qualifications and ability to develop and construct the Project in accordance with the terms and conditions of the Project Approvals. City shall not unreasonably withhold, condition or delay its approval of a proposed Transfer to a proposed transferee who has (i) at least ten (10) years’ experience in the development, ownership, operation and management of similar-size or larger developments of the type to be undertaken on the subject property without any record of material violations of Applicable Laws, and (ii) the financial resources and wherewithal to develop and effectively manage the Project or pertinent component of the Project. The approved assignee shall be required to assume Developer’s rights and obligations under this Agreement with respect to the transferred portion of the Property pursuant to an Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit J. No later than ten (10) business days after the date the assignment becomes effective, Developer shall deliver to City a conformed copy of the fully executed and recorded assignment and assumption agreement

Section 10.2 Release upon Transfer; No Cross-Defaults. Upon the Transfer of all or any of Developer’s rights and interests under this Agreement pursuant to this Article 10, Developer shall automatically be released from its obligations and liabilities under this Agreement with respect to that portion of the Property transferred, and any subsequent default or breach with respect to the transferred rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations under this Agreement, provided that (i) Developer has provided to City written Notice of such Transfer, and (ii) the Transferee executes and delivers to City an Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit J, in accordance with Section 10.1. Upon any Transfer of any portion of the Property and the express assumption of Developer’s obligations under this Agreement by such Transferee, City agrees to look solely to the Transferee for compliance by such Transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such Transferee. Except as otherwise provided in this Agreement, a default by any Transferee shall only affect that

portion of the Property owned by such Transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such Transferee. The Transferor and the Transferee shall each be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferor/transferee, and any amendment to this Agreement between City and a Transferor or a Transferee shall only affect the portion of the Property owned by such Transferor or Transferee. Failure to deliver a written Assignment and Assumption Agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 12.4 below, nor shall such failure negate, modify or otherwise affect the liability of any Transferee pursuant to the provisions of this Agreement.

ARTICLE 11 DEFAULT; REMEDIES; TERMINATION

Section 11.1 Breach and Default. Subject to extensions of time under Section 2.2C or by mutual consent in writing, and subject to a Mortgagee's right to cure under Section 7.3, failure of a representation and warranty by either Party as provided by Section 2.3 and Section 2.4, or failure by a Party to perform any material action or covenant required by this Agreement (not including any failure by Developer to perform any term or provision of any other Project Approval) within thirty (30) days following receipt of written Notice from the other Party specifying the failure shall constitute a "Default" under this Agreement; provided, however, that if the failure to perform cannot be reasonably cured within such thirty (30) day period, a Party shall be allowed additional time as is reasonably necessary to cure the failure so long as such Party commences to cure the failure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion. The failure to pay any sum that is due and payable shall not be subject to the additional time to cure the Default, and shall only be subject to a thirty (30) day cure period. Any Notice of Default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Default, all facts constituting evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in Default for purposes of (a) termination of this Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Project. The waiver by either Party of any Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

Section 11.2 Termination. In the event of a Default by a Party, the non-defaulting Party shall have the right to institute legal proceedings pursuant to Section 11.3 and/or terminate this Agreement effective immediately upon giving notice of intent to terminate. Termination of this Agreement shall be subject to the provisions of Section 11.7 hereof. In the event that this Agreement is terminated pursuant to Article 6, Section 9.9, or Section 11.2 and the validity of such termination is challenged in a legal proceeding that results in a final decision that such termination was improper, then this Agreement shall immediately be reinstated as though it had never been terminated.

Section 11.3 Legal Actions.

A. Institution of Legal Actions. In addition to any other rights or remedies, a Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the terms of this Agreement.

B. Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon Developer's registered agent for service of process, or in such other manner as may be provided by law.

Section 11.4 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

Section 11.5 No Damages. In no event shall a Party, or its boards, commissions, officers, agents or employees, be liable in damages for any Default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement, including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

Section 11.6 Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable Law, a Party shall, at the request of the other Party, meet with designated representatives of the requesting Party promptly following its request. The Parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 11.6 shall in any way be interpreted as requiring that Developer and City reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings.

Section 11.7 Surviving Provisions. In the event this Agreement expires or is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations of Developer set forth in Section 4.5 (Prevailing Wage Requirements), Section 9.6 (Cooperation in

the Event of Legal Challenge) or expressly set forth herein as surviving the expiration or termination of this Agreement. The termination or expiration of this Agreement shall not affect the validity of the Project Approvals (other than this Agreement).

Section 11.8 Effects of Litigation. In the event litigation is timely instituted, and a final judgment is obtained, which invalidates in its entirety this Agreement, neither Party shall have any obligations whatsoever under this Agreement, except for those obligations which by their terms survive termination hereof.

Section 11.9 California Claims Act. Compliance with the procedures set forth in this Article 11 shall be deemed full compliance with the requirements of the California Claims Act (Government Code Section 900 *et seq.*) including, but not limited to, the notice of an event of default hereunder constituting full compliance with the requirements of Government Code Section 910.

ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Incorporation of Recitals, Exhibits and Introductory Paragraph. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and the Exhibits attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.2 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

Section 12.3 Construction. Each reference herein to this Agreement or any of the Existing Approvals or Subsequent Project Approvals shall be deemed to refer to the Agreement, Existing Approval or Subsequent Project Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement. This Agreement has been reviewed and revised by legal counsel for City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive; (iv) “or” is not exclusive; (v) “include,” “includes” and “including” are not limiting and shall be construed as if followed by the words “without limitation,” and (vi) “days” means calendar days unless specifically provided otherwise.

Section 12.4 Covenants Running with the Land. Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the

Property, or any interest therein or portion thereof, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

Section 12.5 Notices. Any notice or communication required hereunder between City and Developer (“**Notice**”) must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a Notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by registered or certified mail, such Notice shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom Notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written Notice to the other Party hereto, designate any other address in substitution of the address to which such Notice shall be given. Such Notices shall be given to the Parties at their respective addresses set forth below:

To City: City of Menlo Park
Community Development
701 Laurel Street
Menlo Park, CA 94025
Attn: Community Development Director

With a copy to: Burke, Williams & Sorensen, LLP
181 Third Street
Suite 200
San Rafael, CA 94901-6587
Attn: Nira Doherty

To Developer: LPGS Menlo, LLC
644 Menlo Avenue, 2nd Floor
Menlo Park, CA 94025
Attn: Mark Murray

With a copy to: Coblentz Patch Duffy & Bass LLP
One Montgomery Street, Suite 3000
San Francisco, CA 94104
Attn: Frank Petrilli

Section 12.6 Counterparts and Exhibits; Entire Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. This Agreement, together with the Project Approvals and attached Exhibits, constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof.

Section 12.7 Recordation of Agreement. Pursuant to California Government Code Section 65868.5, no later than ten (10) days after the Effective Date, the City Clerk shall record an executed copy of this Agreement in the Official Records. Thereafter, if this Agreement is terminated, modified or amended, the City Clerk shall record notice of such action in the Official Records.

Section 12.8 No Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties hereto that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any public improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Existing Approvals or Subsequent Project Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, Existing Approvals, Subsequent Project Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

Section 12.9 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

Section 12.10 California Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of San Mateo, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

Section 12.11 City Approvals and Actions. Whenever reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise. The foregoing notwithstanding, the City Manager may, in the exercise of his or her discretion, delegate such authority to act and approve or seek the consent or approval of the City Council with respect to such action or approval.

Section 12.12 Estoppel Certificates. A Party may, at any time during the Term of this Agreement, and from time to time, deliver written Notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or

modified either orally or in writing, or if amended, identifying the amendments; (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults; and (iv) any other information reasonably requested. The requesting Party shall be responsible for all reasonable costs incurred by the Party from whom such certification is requested and shall reimburse such costs within thirty (30) days of receiving the certifying Party's request for reimbursement. The Party receiving a request hereunder shall execute and return such certificate, or give a written, detailed response explaining why it will not do so, within twenty (20) days following the receipt thereof. The failure of either Party to provide the requested certificate within such twenty (20) day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. The City Manager shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

Section 12.13 No Third-Party Beneficiaries. City and Developer hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

Section 12.14 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City and that all necessary board of directors', shareholders', partners', city councils' or other approvals have been obtained.

Section 12.15 Further Actions and Instruments. Each Party to this Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

Section 12.16 Limitation on Liability. In no event shall: (a) any partner, officer, director, member, shareholder, employee, affiliate, manager, representative, or agent of Developer or any general partner of Developer or its general partners be personally liable for any breach of this Agreement by Developer, or for any amount which may become due to City under the terms of this Agreement; or (b) any member, officer, agent or employee of City be personally liable for any breach of this Agreement by City or for any amount which may become due to Developer under the terms of this Agreement.

Section 12.17 Indemnification and Hold Harmless. Developer shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless City and its elected and appointed officials, boards, commissions, officers, employees, contractors, agents, and representatives (individually, a "**City Party**" and, collectively, "**City Parties**") from and against any and all third party Claims, including Claims for any bodily injury, death, or property damage, arising during the Term, directly or indirectly from the development, construction, or operation of the Project and, if applicable, from failure to comply with the terms of this Agreement, and/or from any other

acts, omissions, negligence, or willful misconduct of Developer or any of Developer's employees, partners, members, shareholders, contractors, subcontractors, agents, or representatives (individually a "**Developer Party**" and collectively, "**Developer Parties**") under this Agreement; provided that (i) Developer's indemnity and hold harmless obligations in this Section 12.17 shall also include reasonable first party attorneys' fees and costs that may be incurred by City Parties in the defense of any third party Claims, and (ii) Developer's obligations in this Section 12.17 to indemnify and hold harmless the City Parties (but not Developer's duty to defend the City Parties) shall be limited (and shall not apply) to the extent such Claims are found to arise from the gross negligence or willful misconduct of a City Party. This Section 12.17 includes all present and future Claims arising out of or in any way connected with a Developer Parties' obligation to comply with the requirements of the Prevailing Wage Laws in accordance with Section 4.5 of this Agreement. Developer's obligations under this Section 12.17 with respect to any third party Claims accruing during the Term of this Agreement shall survive expiration or earlier termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF MENLO PARK, a California
municipal corporation

By: _____
Justin I. C. Murphy, City Manager
[signature must be notarized]

APPROVED AS TO FORM:

By: _____
Nira F. Doherty, City Attorney

ATTEST:

By: _____
Judi A. Herren, City Clerk

DEVELOPER:

LPGS MENLO, LLC, a Delaware limited
liability company

By: _____
Name: _____
Title: _____
[signature must be notarized]

By: _____
Name: _____
Title: _____
[signature must be notarized]

ACKNOWLEDGMENTS

State of California)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

✻ ✻ ✻ ✻ ✻ ✻ ✻ ✻ ✻ ✻ ✻ ✻ ✻ ✻

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same

in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Notary Signature)

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

EXHIBIT A

**SITE MAP DEPICTING PROPERTY, SRI PROPERTY, BUILDINGS P, S & T
PROPERTY, AND CHURCH PROPERTY**

(SEE ATTACHED)

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

(SEE ATTACHED)

EXHIBIT C

**CONSENT OF SRI INTERNATIONAL, A 501(C)(3)
NONPROFIT SCIENTIFIC RESEARCH INSTITUTE**

EXHIBIT D

**CONSENT OF FIRST CHURCH OF CHRIST, SCIENTIST, MENLO PARK,
CALIFORNIA, A CALIFORNIA NON-PROFIT CORPORATION**

EXHIBIT E
LIST OF IMPACT FEES
(SEE ATTACHED)

EXHIBIT F
PARKLINE PHASING PLAN
(SEE ATTACHED)

EXHIBIT G

PROJECT SITE PLAN – FULL BUILDOUT

(SEE ATTACHED)

EXHIBIT H
QUIMBY ACT FEES & CREDITS
(SEE ATTACHED)

EXHIBIT I

CONCEPTUAL OPEN SPACE PLAN – PHASE 1

(SEE ATTACHED)

EXHIBIT J

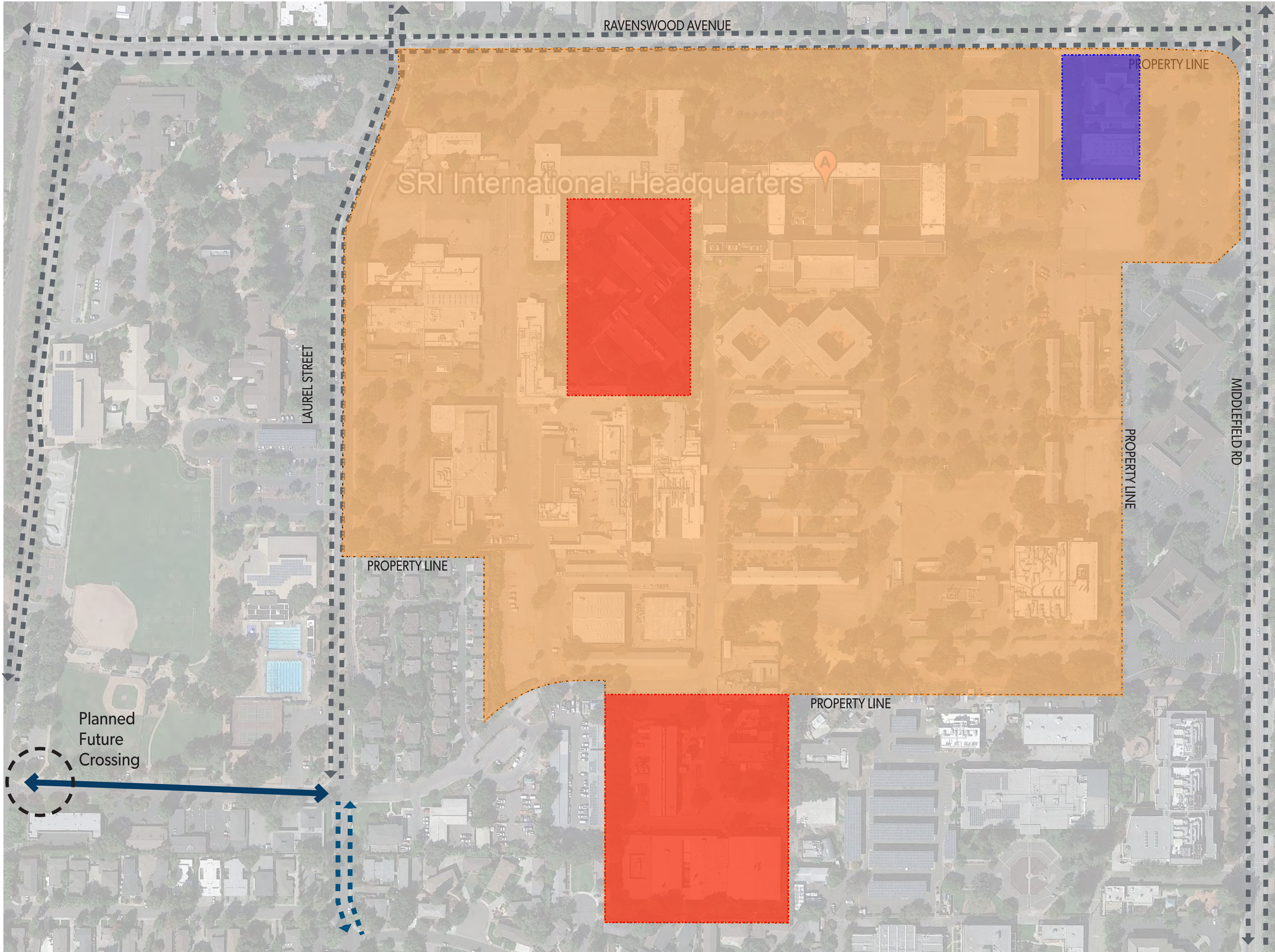
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(SEE ATTACHED)

EXHIBIT K

FORM OF PILOT (PAYMENT IN LIEU OF TAXES) AGREEMENT

(SEE ATTACHED)






- LEGEND**
-  PARKLINE
 -  SRI RETAINED LAND
 -  CHURCH OF CHRIST THE SCIENTIST (201 RAVENSWOOD)

EXHIBIT "B"
LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING ALL OF LOTS 2 AND 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JULY 3, 1979 IN BOOK 47 OF MAPS AT PAGES 29 THROUGH 31, SAN MATEO COUNTY RECORDS, ALL OF PARCELS A AND C, AND A PORTION OF PARCEL B AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON NOVEMBER 12, 1980 IN BOOK 50 OF MAPS AT PAGES 53 THROUGH 55, SAN MATEO COUNTY RECORDS, AND ALL OF THE LAND DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED ON MAY 13, 1957 IN VOLUME 3217, PAGE 650 OF OFFICIAL RECORDS, SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 2;

THENCE ALONG THE NORTHEASTERLY LINES OF SAID LOT 2, SAID LINES ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MIDDLEFIELD ROAD AS SHOWN ON SAID PARCEL MAP (BOOK 47 OF MAPS AT PAGES 29 THROUGH 31) THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 87° 26' 05" EAST, 77.73 FEET;
2. SOUTH 58° 15' 42" EAST, 352.93 FEET;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, CONTINUING ALONG THE NORTHEASTERLY LINES OF SAID LOT 2 AND THE NORTHEASTERLY AND SOUTHEASTERLY LINES OF SAID PARCEL B, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1. SOUTH 04° 05' 50" EAST, 66.13 FEET;
2. SOUTH 31° 45' 00" WEST, 213.14 FEET;
3. SOUTH 58° 15' 49" EAST, 992.57 FEET;
4. SOUTH 31° 44' 22" WEST, 768.86 FEET;
5. SOUTH 58° 15' 00" EAST, 530.00 FEET;
6. SOUTH 31° 45' 00" WEST, 407.88 FEET;
7. NORTH 58° 15' 00" WEST, 139.72 FEET;
8. SOUTH 31° 45' 00" WEST, 0.66 FEET;
9. NORTH 58° 15' 00" WEST, 420.20 FEET;
10. SOUTH 31° 44' 22" WEST, 63.43 FEET;
11. ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45° 25' 33", AN ARC DISTANCE OF 237.85 FEET TO A NON-TANGENT LINE;
12. NORTH 58° 15' 00" WEST, 372.83 FEET;
13. SOUTH 31° 45' 00" WEST, 322.82 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL B, SAID LINE ALSO BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF LAUREL STREET AS SHOWN ON SAID PARCEL MAP (BOOK 50 OF MAPS AT PAGES 53 THROUGH 55);

THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. NORTH 58° 14' 45" WEST, 652.22 FEET;
2. ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22° 35' 12", AN ARC DISTANCE OF 185.28 FEET;

3. NORTH 35° 39' 33" WEST, 166.44 FEET;
4. ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 23° 08' 07", AN ARC DISTANCE OF 133.25 FEET;
5. NORTH 58° 47' 40" WEST, 2.34 FEET;
6. ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90° 00' 50", AN ARC DISTANCE OF 31.42 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL A, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF RAVENSWOOD AVENUE AS SHOWN ON SAID PARCEL MAP (BOOK 50 OF MAPS AT PAGES 53 THROUGH 55);

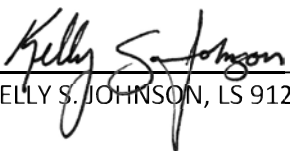
THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 31° 13' 10" EAST, 1689.10 FEET;
2. NORTH 35° 43' 25" EAST, 144.36 FEET;
3. ALONG THE ARC OF A 112.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14° 28' 32", AN ARC DISTANCE OF 28.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 64.2286 ACRES, MORE OR LESS.

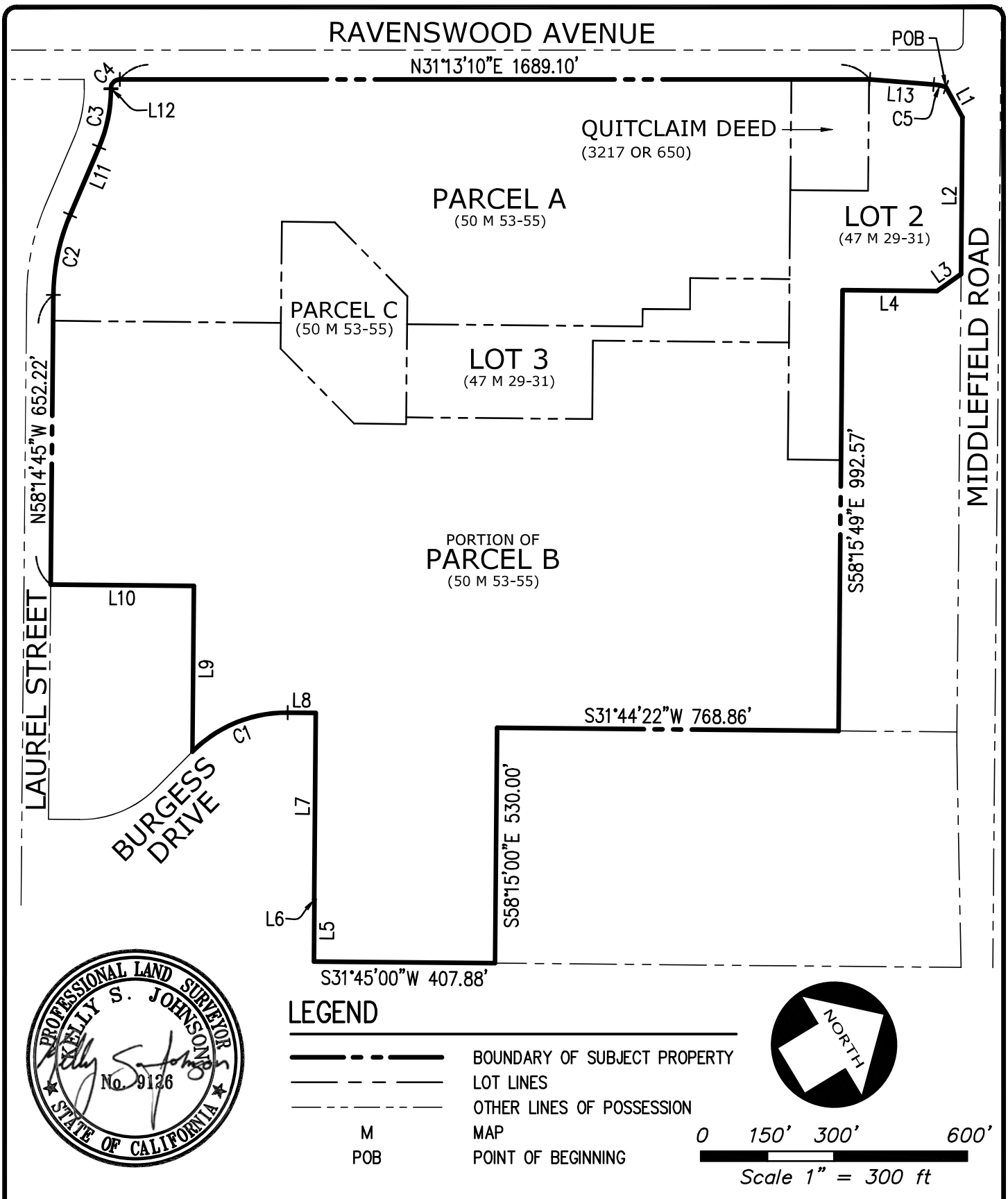
AS SHOWN ON SITE MAP ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

LEGAL DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.


KELLY S. JOHNSON, LS 9126



8/12/2025
DATE



KIER+WRIGHT

3350 Scott Boulevard, Building 22 Phone: (408) 727-6665
 Santa Clara, California 95054 www.kierwright.com

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SITE MAP

MENLO PARK,

CALIFORNIA

DATE	AUG., 2025
SCALE	1" = 300'
BY	EK
JOB NO.	A20152-1
PAGE	3 OF 4

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S87°26'05"E	77.73'
L2	S58°15'42"E	352.93'
L3	S4°05'50"E	66.13'
L4	S31°45'00"W	213.14'
L5	N58°15'00"W	139.72'
L6	S31°45'00"W	0.66'
L7	N58°15'00"W	420.20'
L8	S31°44'22"W	63.43'
L9	N58°15'00"W	372.83'
L10	S31°45'00"W	322.82'
L11	S35°39'33"E	166.44'
L12	N58°47'40"W	2.34'
L13	N35°43'25"E	144.36'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	300.00'	45°25'33"	237.85'
C2	470.00'	22°35'12"	185.28'
C3	330.00'	23°08'07"	133.25'
C4	20.00'	90°00'50"	31.42'
C5	112.00'	14°28'32"	28.30'



KIER+WRIGHT

3350 Scott Boulevard, Building 22 Phone: (408) 727-6665
 Santa Clara, California 95054 www.kierwright.com

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SITE MAP

MENLO PARK,

CALIFORNIA

DATE AUG., 2025

SCALE NO SCALE

BY EK

JOB NO. A20152-1

PAGE 4 OF 4

EXHIBIT C

CONSENT OF SRI INTERNATIONAL

This Consent of SRI International (“**Consent**”) is dated for reference purposes as of _____, 2025. SRI INTERNATIONAL, a California nonprofit public benefit corporation (“**SRI**”), has reviewed the terms and conditions of that certain Development Agreement dated as of _____, 2025, by and between LPGS MENLO, LLC, a Delaware limited liability company, and the City of Menlo Park, a California municipal corporation (the “**Development Agreement**”). The undersigned hereby confirm that the execution and delivery of this Consent has been duly authorized by SRI and that SRI hereby consents to the terms and conditions of the Development Agreement and the recordation of the Development Agreement against the property owned by SRI, as depicted on Exhibit A and more particularly described within the legal description attached as Exhibit B to the Development Agreement.

SRI:

SRI INTERNATIONAL,
a California nonprofit public benefit
corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT D

CONSENT OF CHURCH CHRIST SCIENTIST

This Consent of First Church of Christ, Scientist (“**Consent**”) is dated for reference purposes as of _____, 2025. First Church of Christ, Scientist, a California non-profit corporation (“**Christ Scientist Owner**”), has reviewed the terms and conditions of that certain Development Agreement dated as of _____, 2025, by and between LPGS MENLO, LLC, a Delaware limited liability company, and the City of Menlo Park, a California municipal corporation (the “**Development Agreement**”). The undersigned hereby confirm that the execution and delivery of this Consent has been duly authorized by Christ Scientist Owner and that Christ Scientist Owner hereby consents to the terms and conditions of the Development Agreement and the recordation of the Development Agreement against the property owned by Christ Scientist Owner, as depicted on Exhibit A and more particularly described within the legal description attached as Exhibit B to the Development Agreement.

CHRIST SCIENTIST OWNER:

First Church of Christ Scientist,
a California non-profit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT E

LIST OF IMPACT FEES

1. Transportation Impact Fee (Municipal Code Chapter 13.26)
2. Building Construction Street Impact Fee
3. Below Market Rate Housing Program (Municipal Code Chapter 16.96)
4. Residential Subdivision Recreation In Lieu Fees (Municipal Code Section 15.16.020)
5. Storm Drainage Connection Fee
6. Heritage Tree Replacements and In Lieu Fee (Menlo Park Municipal Code 13.24)

EXHIBIT F

PARKLINE PHASING PLAN

The Project proposes up to 800 units of residential housing, inclusive of 646 mixed-income units across a range of product types and a land dedication to a third-party non-profit affordable housing developer for up to 154 units, and up to a total of approximately 1,000,000 square feet (SF) of non-residential office/R&D uses, inclusive of the approximately 287,000 SF in the existing Buildings P, S, and T¹ which may be replaced in the future.² A copy of the Conceptual Master Plan – Full Buildout of the proposed Project is attached as Exhibit G to the Development Agreement for reference purposes.

In accordance with Section 3.7 of the Development Agreement, the Project will be subject to a “point system” which will control the way in which the non-residential components of the Project are phased in connection with the implementation of the residential components. The point system assigns points upon commencement of construction, as defined below, per residential component according to the following table (note that the two townhome components, TH 1 and TH 2, each count as only a half-point):

Residential Component	Assigned Points at Commencement of Construction
R1 – 300 Multifamily Units (15% BMR)	1
R2 – 300 Multifamily Units (15% BMR)	1
TH 1 – 19 Detached Townhomes (15% BMR)	.5
TH 2 – 27 Attached Townhomes (15% BMR)	.5
R3 – 154 Affordable Multifamily Units³ (100% BMR)	2
• 77 Units (Assuming Phased Delivery)	1
• 77 Units (Assuming Phased Delivery)	1

Point System Implementation

The Developer currently anticipates that the residential components would be the first phase of construction (specifically the two 300-unit multifamily buildings known as R1 and R2) and would commence prior to any of the non-residential components due to current market conditions. Given practical limitations on absorption (i.e., how many households can move into new apartments at any given time, given loading area capacity and moving logistics, etc.), R1 and R2 are expected to be staggered by at least a year. However, if market conditions change, and to provide assurances

¹ Building P comprises approximately 183,423 SF; Building S comprises approximately 21,241 SF; Building T comprises approximately 82,066 SF.

² The Project also proposes an approximately 40,000 SF amenity building which would include a public-facing food and beverage component as well as amenity space for tenants which is not factored into this phasing exhibit because it would serve the community and also not be inducing new office/R&D workers.

³ For purposes of R3, which is the land dedication to a non-profit affordable housing developer, it is assumed that the 100% affordable Residential Component of the Project could be implemented in two phases for financing reasons, with half of the units delivered as part of an initial phase and the second half of the units delivered in a later phase. Actual phasing will depend on the future financing strategy as determined by the non-profit affordable housing developer.

EXHIBIT F

that meaningful amounts of residential units are delivered first and generally before delivery of non-residential space, the Developer is willing to commit to the following sequencing (or “metering”) for the non-residential square footage:

Building Permit Issuance for Non-Residential Component	Required Number of Points	Illustrative Example
1-250,000 SF of New Non-Residential	Requires 1 point	Building permit has been issued for R1 <u>or</u> R2.
250,001-500,000 SF of New Non-Residential	Requires 2 points	Building permits have been issued for R1 <u>and</u> R2.
500,001-750,000 SF of New Non-Residential	Requires 3 points <u>and</u> TCO ⁴ for one residential component and roof framing complete for one residential component.	R1 has achieved TCO (i.e., R1 is substantially complete and can be occupied), roof framing has been completed for R2 , <u>and</u> building permits have been issued for TH 1 and TH 2; <u>OR</u> R1 has achieved TCO (i.e., R1 is substantially complete and can be occupied) <u>and</u> building permits have been issued for R2 and at least 77 units on the 100% affordable site (R3).
750,001-1,000,000 SF of New Non-Residential	Requires 5 points <u>and</u> TCO for three residential components and roof framing complete for one residential component.	R1, R2 and TH-1 have achieved TCO <u>and</u> building permits have been issued for all residential components including all units on the 100% affordable site (R3) with at least 77 units complete to roof framing.

The examples generally assume a scenario in which R1 and R2 commence first, and the 100% affordable building occurs last, but that is only for illustration purposes. If all 154 units in the 100% affordable building commence first, that would unlock 2 points and enable up to 500,000 SF of non-residential buildings to break ground. For financing reasons, it is not possible to withhold occupancy for non-residential buildings pending the residential buildings hitting certain milestones, so assurances regarding completion (i.e., TCO) are instead tied to when subsequent phases of non-residential construction can begin.

⁴ TCO means temporary certificate of occupancy as issued by the City’s building department.

EXHIBIT F

Notwithstanding the table above, in the event Developer proposes to construct all of the available non-residential square footage of 713,000 SF, with existing Buildings P, S and T remaining, then 4 points are required, along with the issuance of a TCO for one residential component and roof framing complete for one additional residential component.

One Time Exception for Delivery of Non-Residential Lease

In addition, given the importance of the non-residential component to the overall financial feasibility of the Project, which will require new infrastructure, open space, community benefits, and other major investments across a 64-acre site, the Developer needs assurances that if they are able to enter into a lease with a tenant for office/R&D space who needs a certain amount of space, provided a certain condition is met, then the Developer will be able to commence construction on additional non-residential square footage by providing an executed lease to the City.

Provided the Project has achieved at least two points, which unlocks up to 500,000 SF of commercial space, if the Developer furnishes to City a copy of a fully executed lease, which may have confidential business terms redacted, demonstrating the need for more commercial square footage than it has secured the right to construct in order to accommodate the tenant's requirements, then a one-time exception will be made to allow construction of up to an additional 250,000 SF than it has secured the right to.

Additional Clarifications

Developer shall be allowed to incrementally adjust the number of residential units within a residential building or parcel up to a fixed amount of 5% with the City Manager's consent. With respect to residential units, the most likely situation in which minor deviations are required is to addresses "field" constraints (i.e., deviations that are required once construction starts due to, for example, the need to adjust building footprint in order to accommodate preserving a specific tree, which cannot be fully known until after excavation begins). For purposes of this Phasing Plan, the terms "commence construction" or "commencement of construction" shall mean (i) for the multifamily buildings the issuance of a building permit by City for vertical improvements, mobilization of construction equipment and workers on-site, and commencement of actual vertical construction thereon (i.e., not just pouring slabs and foundations) under such permit, and (ii) for the detached and attached townhome units, issuance of building permits by City.

EXHIBIT G

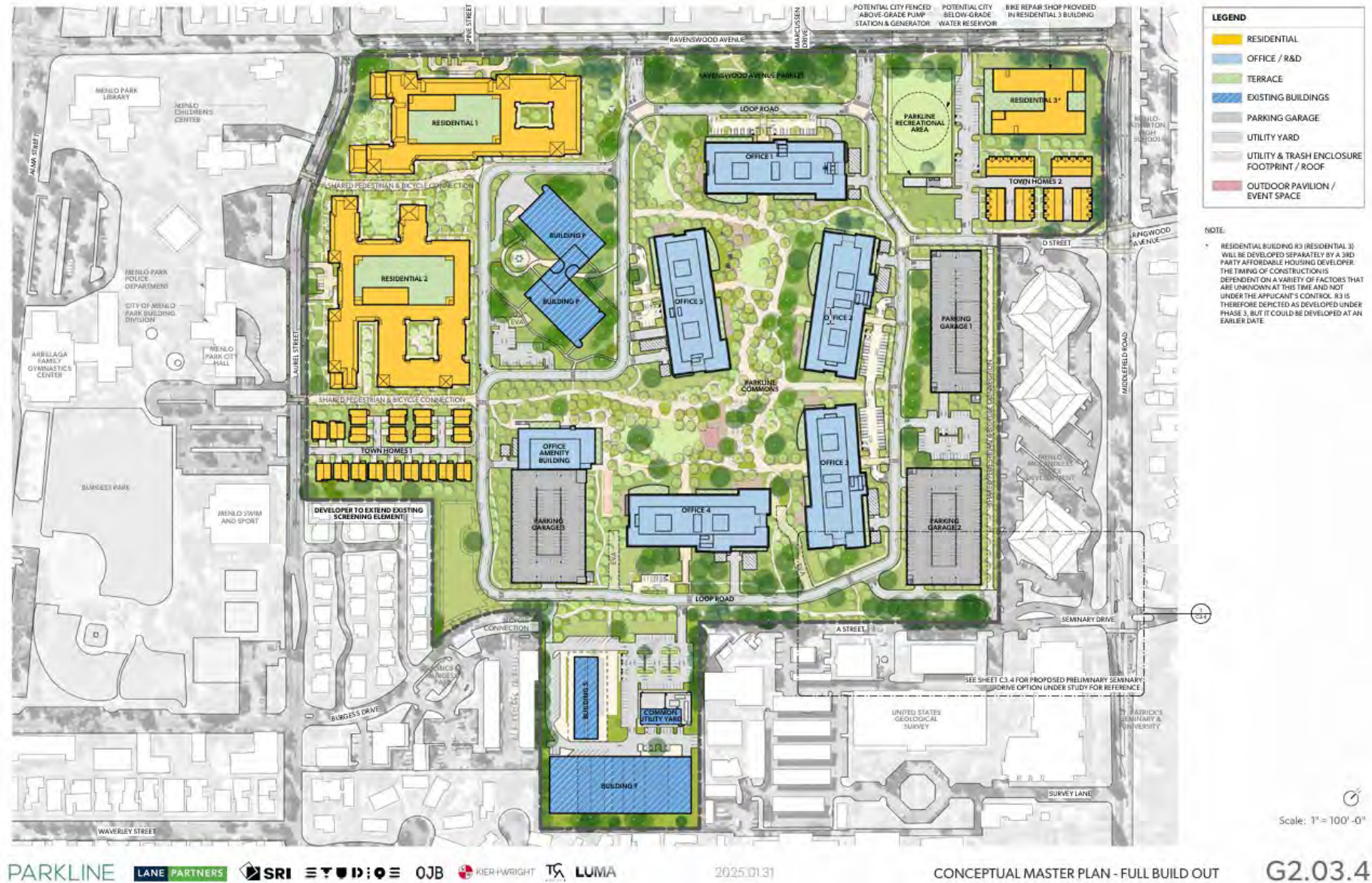


EXHIBIT H

Quimby Act Fee & Credits

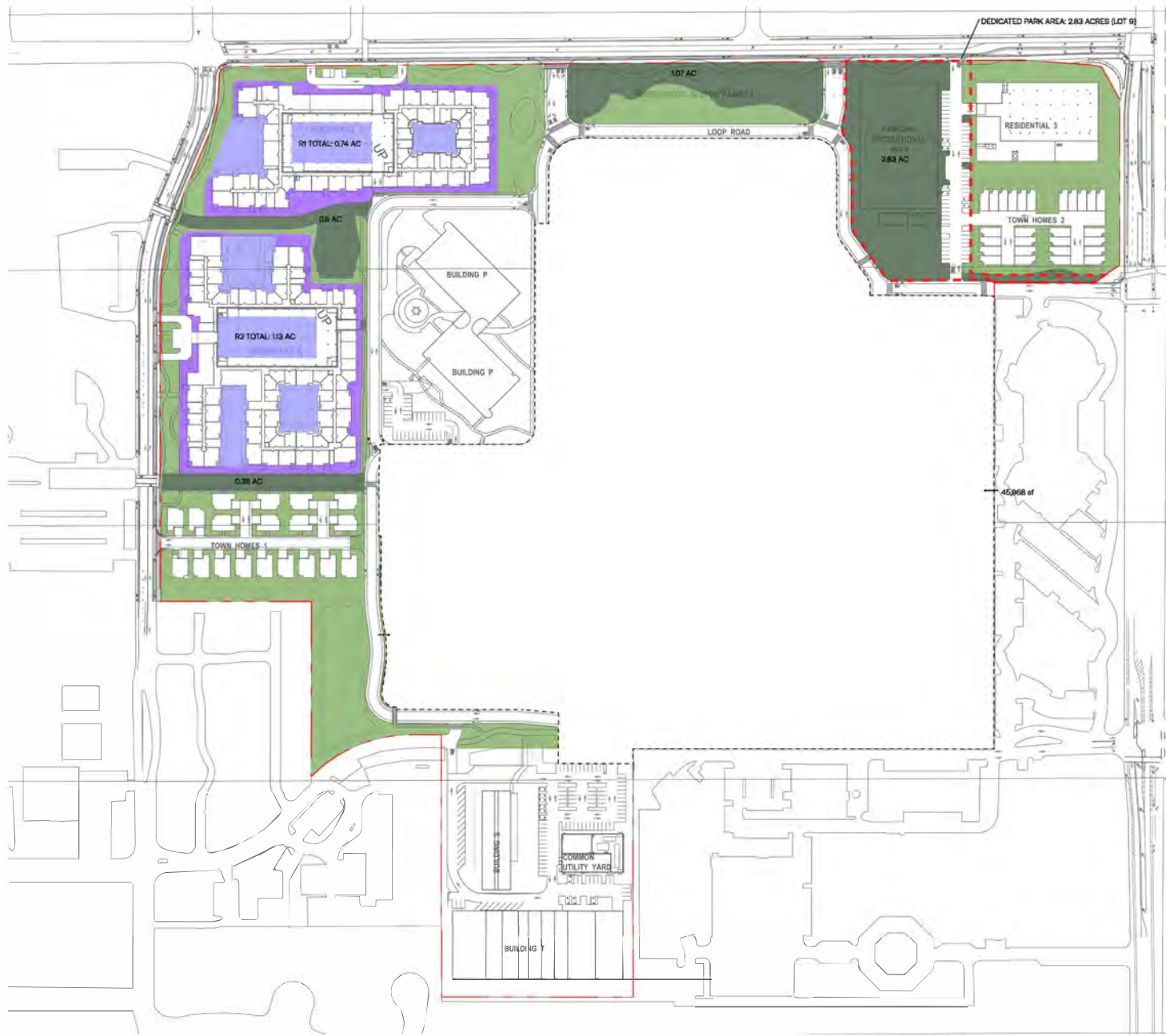
Unit Type	Number of units	Rate	Fee
100% Affordable Units (R3-Lot 7)	154	\$ -	\$ -
Detached TH Unit (Lot 10)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 11)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 12)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 13)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 14)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 15)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 16)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 17)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 18)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 19)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 20)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 21)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 22)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 23)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 24)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 25)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 26)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 27)	1	\$ 127,000	\$ 127,000
Detached TH Unit (Lot 28)	1	\$ 127,000	\$ 127,000
Attached TH Units (Lot 8)	27	\$ 78,400	\$ 2,116,800
Apartment (R1-Lot 4)	300	\$ 78,400	\$ 23,520,000
Apartment (R2-Lot 5)	300	\$ 78,400	\$ 23,520,000
Credit Against R1 and R2	Acre/Unit	Rate	Value
Public Park Parcel Dedication *	2.65	\$ 11,800,000	\$ 31,270,000
POPA Easement Agreement **	1.95	\$ 5,900,000.0	\$ 11,505,000
Park Funding Contribution***	1	\$ 4,700,000.0	\$ 4,700,000
Credit Against R3			
R3 Land Dedication: Section 5.1 C of Development Agreement			
R3 Affordable Housing Covenant: Section 4.1 B of Development Agreement			

*Public Park Dedication Value: \$11.8M per acre.

**POPA Easement Agreement Value: 50% of \$11.8M per acre.

***Combined amount set forth in Section 4.2 of Development Agreement.

EXHIBIT I



OPEN SPACE LEGEND

- PUBLICLY ACCESSIBLE OPEN SPACE = 4.78 AC
- PRIVATE RESIDENTIAL OPEN SPACE = 1.87
- TOTAL DEDICATED OPEN SPACE = 6.65 AC

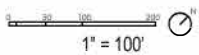


EXHIBIT J

Recording Requested by and
When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
DEVELOPMENT AGREEMENT
PARKLINE MASTER PLAN PROJECT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**") is made and entered into as of _____, 20__, by and between LPGS MENLO, LLC, a Delaware limited liability company ("**Assignor**"), and _____, a _____ company ("**Assignee**").

RECITALS

A. Assignor [*owns that real property or controls, pursuant to a ground lease, that real property*] located in the City of Menlo Park, County of San Mateo, State of California, and more particularly described in Exhibit A attached hereto (the "**Property**").

B. On the date hereof, Assignee is acquiring [*fee title or control of the ground lease*] that portion of the Property more particularly described in Exhibit B attached hereto (the "**Assigned Property**").

C. The City of Menlo Park, a California municipal corporation ("**City**") and Assignor entered into that certain Development Agreement (the "**Development Agreement**"), dated as of _____, 202_ and recorded against the Property on _____, 202_ as Instrument No. _____ in the official records of the Office of the San Mateo County Recorder (the "**Official Records**").

D. Assignor desires to assign to Assignee all of Assignor's rights, duties and obligations under the Development Agreement with respect to the Assigned Property only, excluding Assignor's obligations with respect to the items specified in Exhibit C attached hereto (the "**Assignor Retained Obligations**") for which Assignor remains responsible, (the "**Assigned Rights and Obligations**"). Assignee desires to accept and assume Assigned Rights and Obligations under the Development Agreement with respect to the Assigned Property, such assignment and assumption to be effective on the Effective Date (as defined in Section 1.3 below).

NOW THEREFORE, in consideration of these promises, and of the agreements, covenants and conditions contained in this Agreement and other good and valuable consideration, the parties agree as follows:

EXHIBIT J

1. ASSIGNMENT AND ASSUMPTION OF THE ASSIGNED PROPERTY RIGHTS AND OBLIGATIONS

1.1 Assignment. Assignor assigns to Assignee, as of the Effective Date (as defined in Section 1.3 below), all of Assignor's rights, title and interest in and to the Assigned Rights and Obligations.

1.2 Assumption. As of the Effective Date, Assignee accepts Assignor's assignment of and assumes the Assigned Rights and Obligations. From and after the Effective Date, Assignee shall keep and perform all covenants, conditions and provisions of the Development Agreement relating to the Assigned Property.

1.3 Effective Date. For purposes of this Agreement, the "Effective Date" shall be the later to occur of (1) the date on which the deed from Assignor to Assignee for the Assigned Property is recorded in the Official Records; or (2) the date of the execution of this Agreement by all parties; provided, however, that this Agreement shall have no force and effect without the written approval of the City, as evidenced by the full execution by the City's representatives of the form entitled City of Menlo Park's Consent, attached hereto as Exhibit D.

1.4 Phasing. Nothing in this Agreement shall be deemed to relieve any party of the timing obligations established in Exhibit F to the Development Agreement.

2. RIGHTS AND REMEDIES

2.1 Assignor's Release; No Assignor Liability or Default for Assignee Breach. Pursuant to Section 10.1 of the Development Agreement, Assignor shall be released from the Development Agreement with respect to the Assigned Property and the Assigned Rights and Obligations as of the Effective Date. Any default or breach by Assignee under the Development Agreement following the Effective Date with respect to the Assigned Property or the Assigned Rights and Obligations ("**Assignee Breach**") shall not constitute a breach or default by Assignor under the Development Agreement and shall not result in (a) any remedies imposed against Assignor, or (b) modification or termination of the Development Agreement with respect to that portion of the Property retained by Assignor after the conveyance of the Assigned Property, if any (the "**Assignor Property**").

2.2 No Assignee Liability or Default for Assignor Breach. As of the Effective Date, any default or breach by Assignor under the Development Agreement prior to or after the Effective Date ("**Assignor Breach**"), shall not constitute a breach or default by Assignee under the Development Agreement, and shall not result in (a) any remedies imposed against Assignee, including without limitation any remedies authorized in the Development Agreement, or (b) modification or termination of the Development Agreement with respect to the Assigned Property.

EXHIBIT J

3. PERIODIC REVIEW OF COMPLIANCE

3.1 Assignor Responsibilities. Assignor shall participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to the Assignor Property and Assignor Retained Obligations, and Assignee shall have no responsibility therefor.

3.2 Assignee Responsibilities. Assignee shall participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to the Assigned Property and the Assigned Rights and Obligations, and Assignor shall have no responsibility therefor.

4. AMENDMENT OF THE DEVELOPMENT AGREEMENT

4.1 Assignor. Assignor shall not request, process or consent to any amendment to the Development Agreement that would affect the Assigned Property or the Assigned Rights and Obligations without Assignee's prior written consent, which consent shall not be withheld unreasonably. The foregoing notwithstanding, Assignor may process any amendment that does not affect the Assigned Property, and, if necessary, Assignee shall consent thereto and execute all documents necessary to accomplish said amendment, provided that said amendment does not adversely affect the Assigned Property or any Assigned Rights and Obligations pursuant to the Development Agreement.

4.2 Assignee. Assignee shall not request, process or consent to any amendment to the Development Agreement that would affect the Assignor Property or the Assignor's remaining rights and obligations pursuant to the Development Agreement without Assignor's prior written consent, which consent shall not be withheld unreasonably. The foregoing notwithstanding, Assignee may process any amendment that does not affect the Assignor Property or any of Assignor's remaining rights and obligations pursuant to the Development Agreement, and, if necessary, Assignor shall consent thereto and execute all documents necessary to accomplish said amendment.

5. GENERAL PROVISIONS

5.1 Notices. All notices, invoices and other communications required or permitted under this Agreement shall be made in writing, and shall be delivered either personally (including by private courier) or by nationally recognized overnight courier service to the following addresses, or to such other addresses as the parties may designate in writing from time to time:

If to Assignee:

EXHIBIT J

with copies to:

If to Assignor:

with copies to:

Notices personally delivered shall be deemed received upon delivery. Notices delivered by courier service as provided above shall be deemed received twenty-four (24) hours after the date of deposit. From and after the Effective Date and until further written notice from Assignee to the City pursuant to the terms of the Development Agreement, Assignee hereby designates as its notice address for notices sent by the City pursuant to Section 12.5 of the Development Agreement, the notice address set forth above.

5.2 Estoppel Certificates. Within ten (10) days after receipt of a written request from time to time, either party shall execute and deliver to the other, or to an auditor or prospective lender or purchaser, a written statement certifying to that party's actual knowledge: (a) that the Development Agreement is unmodified and in full force and effect (or, if there have been modifications, that the Development Agreement is in full force and effect, and stating the date and nature of such modifications); (b) that there are no current defaults under the Development Agreement by the City and either Assignor or Assignee, as the case may be (or, if defaults are asserted, so describing with reasonable specificity) and that there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default; (c) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, and stating the date and nature of such modifications); and (d) such other matters as may be reasonably requested.

5.3 Attorneys' Fees. In the event of any legal or equitable proceeding in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees, costs and disbursements paid or incurred in good faith at the arbitration, pre-trial, trial and appellate levels, and in enforcing any award or judgment granted pursuant thereto.

5.4 No Waiver. No delay or omission by either party in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other party under the provisions of this Agreement shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either party of any of the covenants, conditions or obligations to be performed by the other party shall not be construed as a waiver of any subsequent breach of the same or any other covenants,

EXHIBIT J

conditions or obligations.

5.5 Amendment. This Agreement may be amended only by a written agreement signed by both Assignor and Assignee, and subject to obtaining the City's consent.

5.6 Successors and Assigns. This Agreement runs with the land and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

5.7 No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

5.8 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either Assignor or Assignee of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then Assignor and Assignee shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to Assignor, Assignee and the City.

5.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any proceeding related to this Agreement shall be in the San Mateo County Superior Court.

5.10 Third-Party Beneficiaries. Assignor and Assignee acknowledge that the City is a third-party beneficiary of the terms and conditions of this Agreement to the extent necessary for City to enforce the terms and conditions of the Development Agreement. This Agreement shall not be deemed or construed to confer any rights, title or interest, including without limitation any third-party beneficiary status or right to enforce any provision of this Agreement, upon any person or entity other than Assignor, Assignee and the City.

5.11 Time of the Essence. Time is of the essence in the performance by each party of its obligations under this Agreement.

5.12 Authority. Each party represents that the individuals executing this Agreement on behalf of such party have the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

5.13 Term. The term of this Agreement shall commence on the Effective Date and shall expire upon the expiration or earlier termination of the Development Agreement, subject to any obligations under the Development Agreement that expressly survive the expiration or termination of the Development Agreement. Upon the expiration or earlier termination of this Agreement, the parties shall have no further rights or obligations hereunder, except with respect to any obligation to have been performed prior to such expiration or termination or with respect to any default in the performance of the provisions of this Agreement which occurred prior to such expiration or termination or with respect to any obligations which are specifically set forth as surviving this Agreement or the Development Agreement.

EXHIBIT J

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

5.15 Default. Any failure by either party to perform any material term or provision of this Agreement shall constitute a default (a) if such defaulting party does not cure such failure within thirty (30) days following written notice of default from the other party, where such failure is of a nature that can be cured within such thirty (30) day period, or (b) if such default is not of a nature that can be cured within such thirty (30) day period, if the defaulting party does not within such thirty (30) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence the curing of such failure. Any notice of default given hereunder shall be given in the same manner as provided in Section 5.1 hereof and shall specify in detail the nature of the failures in performance that the noticing party claims and the manner in which such failure can be satisfactorily cured.

[remainder of page left intentionally blank – signature pages follow]

EXHIBIT J

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement by proper persons thereunto duly authorized, to be effective as of the Effective Date.

“Assignor”

LPGS MENLO, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“Assignee”

_____,
a _____ **company**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT J

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)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____
Notary Public (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 J

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)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____
Notary Public (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 J

EXHIBIT A
Description of the Property
(Attached)

EXHIBIT J

EXHIBIT B

Description of the Assigned Property
(Attached)

EXHIBIT J

EXHIBIT C

List of Assignor Retained Obligations
(Attached)

EXHIBIT D
CONSENT OF CITY OF MENLO PARK

The City of Menlo Park hereby consents to the assignment and assumption of the Assigned Rights and Obligations as set forth in this Agreement and agrees to the terms and conditions set forth herein.

CITY OF MENLO PARK,
a California Municipal corporation

By: _____

EXHIBIT K

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
Attention: City Clerk

Record for the Benefit of
The City of Menlo Park
Pursuant to Government Code
Section 27383

Space Reserved for Recorder's Use Only

PAYMENT IN LIEU OF TAXES AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT

This PAYMENT IN LIEU OF TAXES AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT (“**PILOT Agreement**”), dated as of _____, 20__ (“**Effective Date**”), is made and entered into by and among [a _____ (“**Covenantor**”)]¹, and the CITY OF MENLO PARK, a California municipal corporation (“**City**”).

RECITALS

A. SRI International, a California nonprofit public benefit corporation (“**SRI**”), owns real property commonly known as 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Numbers 062-390-660; 062-390-670; 062-390-730; 062-390-760; and 062-390-780 (the “**SRI Property**”).

B. The First Church of Christ, Scientist, Menlo Park, a California non-profit corporation (“**Church Owner**”) owns real property adjacent to the SRI Property commonly known as 201 Ravenswood Avenue in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Number 062-390-050 (the “**Church Property**”).

C. Covenantor has entered into that certain Ground Lease Option Agreement dated December 10, 2021 (“**Ground Lease Option**”), with SRI regarding the SRI Property, inclusive of a portion of the SRI Property comprising existing Buildings P, S and T (the “**Buildings P, S and T Property**”), located on APN 062-390-730 and a portion of APN 062-390-780, which SRI will continue to utilize.

¹ NTD: If LPGS is a ground lessee at the time this agreement is to be entered into, then LPGS will obtain the ground lessor’s (fee owner’s) consent to this agreement and its acknowledgment that the agreement binds the fee interest. If, instead of being a ground lessee, LPGS has fee title to the land, then other changes to this Agreement (e.g., the recitals) will be necessary to reflect LPGS as fee owner.

D. LPGS 201 Ravenswood, LLC, a Delaware limited liability company (“**LPGS 201**”), an affiliate of Covenantor, has entered into that certain Purchase and Sale Agreement, dated January 30, 2024 (the “**Purchase Agreement**”), with Church Owner regarding the Church Property.

E. The SRI Property, inclusive of the Buildings P, S and T Property, and Church Property shall be referred to herein collectively as the “**Property**”.

F. This Agreement concerns: (i) the SRI Property, owned by SRI, subject to the Ground Lease Option between SRI and Covenantor, and therefore Covenantor has an equitable interest in the SRI Property; and (ii) the Church Property, located adjacent to the SRI Property, owned by Church Owner, subject to the Purchase Agreement between Church Owner and LPGS 201, an affiliate entity that Covenantor controls, and therefore Covenantor has an equitable interest in the Church Property.

G. Covenantor applied to City requesting an amendment to the General Plan (“General Plan”) land use element and General Plan land use map, amendment to the zoning ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, amendment to the zoning map to apply the newly added C-1-S zoning to the Property, rezoning the Property to add a Conditional Development (“X”) Combining District, and approval of a conditional development permit (“CDP”), below market rate (“BMR”) housing agreement, vesting tentative map (“VTM”) to subdivide the Property into thirty seven (37) separate legal parcels, and Development Agreement, to redevelop the Property with: (i) construction of office/R&D buildings of approximately 1,000,000 SF, inclusive of approximately 287,000 SF in existing Buildings P, S and T, which may be replaced in the future as a Modified Project Approval, defined herein, and up to 45,000 SF of commercial/retail space to replace 35 buildings of approximately 1,093,602 SF on the Ground Lease Property to be demolished, along with demolition of a church and associated facilities on the Church Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; (iii) provision of parking spaces (surface spaces and within no more than three parking garages) in accordance with the ratios provided in the Zoning Amendments defined in Recital L.3, below; (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; and (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the “**Project**”).

E. The City has taken the following actions in connection with development of the Project on the Property (the “**Project Approvals**”).

1. Certification of the Project EIR as adequate under CEQA and adoption of a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the Project EIR (the “**Project MMRP**”), by Resolution No. _____, adopted by the City Council on _____, 2025.

2. Approval of amendments to the Menlo Park General Plan Land Use Element and Land Use Map to provide for residential use as proposed for the Project, by Resolution No. _____, adopted by the City Council on _____, 2025 (“**General Plan Amendment**”).

3. Approval of Ordinance No. _____ adopted by the City Council on _____, 2025, thereby enacting and authorizing the following (collectively, (i), (ii), (iii) and (iv) below, the “**Zoning Amendments**”):

(i) an amendment to the Menlo Park Zoning Ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district;

(ii) an amendment to the Menlo Park Zoning Map to apply the newly added C-1-S zoning to the Property to allow the land uses proposed for the Project;

(iii) an amendment to the Menlo Park Zoning Map to rezone the Property to add a Conditional Development (“X”) Combining District for the Project; and

(iv) a Conditional Development Permit No. _____ to authorize the Parkline Master Plan Project (the “**Parkline CDP**”), together with the Parkline Design Guidelines (“**Parkline Guidelines**”) and associated conditions of approval (“**Parkline CDP Conditions**”).

4. Approval of Vesting Tentative Map No. _____ to merge and re-subdivide existing parcels on the Property, approve dedication of public rights-of-way, parklands and open space and utility easements, and allow filing of multiple final maps for the Project, by Resolution No. _____, adopted by the City Council on _____, 2025 (“**Parkline VTM**”), together with associated conditions of approval (“**Parkline VTM Conditions**”).

5. Approval of the Parkline Project Wide Affordable Housing Agreement specifying terms for Covenantor to provide onsite reduced-cost housing units, by Resolution No. _____, adopted by the City Council on _____, 2025 (“**BMR Agreement**”).

6. Approval of the Development Agreement (the “**Development Agreement**”) by Ordinance No. _____, adopted by the City Council on _____, 2025 (“**Enacting Ordinance**”).

H. In consideration of the benefits conferred to Covenantor and its successors and assigns under the Project Approvals, Covenantor has agreed, pursuant to Section 5.3 of the Development Agreement, concurrent with and immediately following the execution and recording of a final subdivision map of the Property creating the parcel of real property more particularly described in the legal description attached hereto as Exhibit A (the “**Covenant Parcel**”), should Covenantor, or any of its operators or lessees or its and their successors or assigns obtain a tax exemption for the Covenant Parcel or any portion thereof, subject to certain exceptions, Covenantor or its successor-in-interest shall make payments in lieu of property taxes to the City, all as set forth herein.

I. Covenantor and City have agreed to execute and record this PILOT Agreement in order to bind Covenantor and its successors and assigns to the property tax exemption and in lieu payment obligations, as more particularly set forth herein.

J. The intent and purpose of this PILOT Agreement is to ensure that the Covenant Parcel shall be conveyed, hypothecated and encumbered, subject to the obligations provided for herein and in accordance with the Development Agreement, to ensure that the City will not suffer any loss of its share of property tax revenues that are used to deliver services to the Covenant Parcel, therefore benefitting the City and Covenantor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covenantor on behalf of itself and its heirs, executors, successors, assigns and each successor in interest hereby covenants and agrees as follows:

1. In the event Covenantor or any of its operators or lessees or its and their successors or assigns applies for and is granted an exemption from the imposition of real property taxes for the Covenant Parcel or any portion thereof pursuant to California Constitution Article XIII, §§ 3, 4 or 5, or provisions of the California Revenue and Taxation Code, or any successor provision, or any other exemption from the payment of real or personal property taxes of any nature (the “**Exemptions**”), except to the extent (i) precluded by Section 214.06 of the California Revenue and Taxation Code or Applicable Law, (ii) the Exemption relates to Improvements, as defined in the Development Agreement, constructed on the Covenant Parcel which comprise up to 227,000 SF of new non-residential space subject to a lease agreement between Covenantor and SRI or an SRI Affiliate, as defined in the Development Agreement, , a fully executed, un-redacted, copy of which must be provided to City, and SRI or an SRI Affiliate thereafter secures an Exemption, or (iii) the Exemption is granted in accordance with Section 218 of the California Revenue and Taxation Code, then Covenantor shall pay annually to the City, a payment in lieu of taxes (the “**PILOT**”) in an amount equal to the portion of the real and personal property tax levy the City would have received for the Covenant Parcel but for the Exemptions based on the assessed value of the Covenant Parcel as determined by the San Mateo County Assessor’s Office and as increased annually by the amount permitted under the provisions of Article XIII A, Section 2, of the California Constitution. The amount of the PILOT shall be determined by the City in consultation with the San Mateo County Assessor’s Office. If Covenantor disputes the City’s determination, Covenantor must pay the full invoiced amount, and may thereafter seek administrative review by the City. If that administrative review does not resolve the dispute, then Covenantor may seek a refund in accordance with Chapter 1.32 of the Menlo Park Municipal Code. If the City determines, or a court or neutral arbiter determines, that the amount paid exceeds the actual PILOT due, City shall refund the overpaid amount.

2. The PILOT, if applicable, shall be payable on the date that the second installment of property taxes would otherwise have been due and payable for the Covenant Parcel. Any PILOT which is not paid when due shall accrue interest at the lesser of ten percent (10%) per annum or the highest rate allowed by applicable law.

3. The covenants contained in this PILOT Agreement shall remain in effect in perpetuity; any successor of Covenantor to the Covenant Parcel shall be bound by the covenants, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. Failure by Covenantor or its successors or assigns to perform its or their obligations hereunder shall constitute a default under this PILOT Agreement and the Development Agreement, and City may institute legal action to cure, correct or remedy such default, to recover damages for such default or to obtain any other remedy whether at law or in equity, consistent with the purpose of this PILOT Agreement.

5. City is deemed the beneficiary of the terms and provisions of this PILOT Agreement and of the covenants running with the land, for and in their own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this PILOT Agreement and the covenants running with the land have been provided, without regard to whether City has been, remains or is an owner of any land or interest therein in the Covenant Parcel or Project. City, shall have the right, if this PILOT Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this PILOT Agreement and covenants may be entitled.

6. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be given in writing and directed to the City and Covenantor as follows:

If to the City,:

City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
Attention: City Manager

with a copy to:

City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
Attention: City Attorney

If to Covenantor: XXX

with a copy to: XXX

Notices to be deemed effective if delivered by certified mail, return receipt requested, commercial courier or by facsimile, with delivery to be effective upon verification of receipt. Any party may change its respective address for notices by providing written notice of such change to the other party.

7. This PILOT Agreement, including the Recitals (which are hereby incorporated by reference), contains the entire agreement between the parties with respect to the subject matter hereof and supersedes whatever oral or written understanding they may have had prior to the execution of this PILOT Agreement and the Development Agreement. No waiver, alteration, modification, or termination of this PILOT Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

8. No waiver of any provision of this PILOT Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9. This PILOT Agreement shall be deemed to be jointly prepared by all parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the parties hereto. The words "including," "included," "include" and words of similar import shall be not be interpreted as words of exclusion but shall instead be interpreted as though followed by the words "but not limited to" or "without limitation." No waiver by City of any breach or default of any provision of this PILOT Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach or default by Covenantor of the same or any other provision. The invalidity of any provision of this PILOT Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

10. The parties represent and warrant that each has the full right, power and authority to carry out its obligations under this PILOT Agreement. The individuals executing this PILOT Agreement on behalf of the parties represent and warrant that they have full power and authority to execute and deliver this PILOT Agreement on behalf of such party.

11. All provisions of this PILOT Agreement, including the benefits and burdens, are equitable servitudes, run with the Covenant Parcel and are binding upon the heirs, executors, successors, assigns and personal representatives of Covenantor and inure to the benefit of City and its and their successors and assigns. Each and every contract, deed or other instrument covering, conveying or otherwise transferring the Covenant Parcel or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to this PILOT Agreement.

12. The City and the public are the intended beneficiaries of this PILOT Agreement, and the City shall have the sole and exclusive power to enforce this PILOT Agreement. This PILOT Agreement shall not be deemed to create any third-party beneficiary rights for any person or entity. It is intended that the City may enforce this PILOT Agreement, on its own behalf or on behalf of the public, in order to implement the provisions of the Development Agreement. No other person or persons, other than the City and the Covenantor and their assigns and successors, shall have any right of action hereon.

13. In the event any action is brought by any party hereto as against another party hereto for the enforcement or declaration of any right or remedy in or under this PILOT Agreement or for the breach of any covenant or condition hereof, the prevailing party shall be

entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court therein including, but not limited to, attorneys' fees and costs.

14. This PILOT Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT K

"CITY"

CITY OF MENLO PARK, a municipal
corporation

By: _____
Justin I. C. Murphy, City Manager
[notary acknowledgement required]

ATTEST:

By: _____
Judi A. Herren, City Clerk

APPROVED AS TO FORM:

By: _____
Nira F. Doherty, City Attorney

"COVENANTOR" "

[_____, a
_____]

By: _____

Print Name: _____

Title: _____
[notary acknowledgement required]

By: _____

Print Name: _____

Title: _____
[notary acknowledgement required]

EXHIBIT K

ATTACHMENT A

COVENANT PARCEL LEGAL DESCRIPTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Attachment A

1

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 Sacramento

On _____, before me, _____, Notary Public,
personally appeared _____

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

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

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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County of Sacramento }

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State of California }
County of Sacramento }

On _____, before me, _____, Notary Public,
personally appeared _____

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

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WITNESS my hand and official seal.

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Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

**CONDITIONAL DEVELOPMENT PERMIT (“CDP”)
PARKLINE MASTER PLAN PROJECT**

1. GENERAL INFORMATION

- 1.1. Applicant: LPGS Menlo, LLC, a Delaware limited liability company or its successors or assigns (“Applicant”).
- 1.2. Project Description: General Plan Text and General Plan Map Amendment, Zoning Ordinance Text and Map Amendment, Rezoning, Conditional Development Permit, Vesting Tentative Subdivision Map, Heritage Tree Removal Permits, Parkline Transportation Demand Management (TDM) Plan, Parkline Project Wide Affordable Housing Agreement, and Development Agreement to demolish two buildings at 201 Ravenswood Avenue and approximately 1.1 million square feet (SF) within 35 buildings at 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, decommission an existing 6-megawatt natural gas power plant, and retain three existing buildings (Buildings P, S and T of approximately 286,730 SF) for the continued operation of the Property Owner, SRI, International (“SRI”), and construct:
 1. Six hundred and forty-six (646) residential dwelling units, comprised of 46 townhome-style units in two components (referred to as TH1 with 19 detached units and TH2 with 27 attached units in multiple buildings) and 600 apartments in two multifamily buildings (referred to as Buildings R1 and R2 with up to 300 units each), with seven rental BMR units affordable to low-income or low-income equivalent households or seven for sale below market rate (BMR) units affordable to moderate income households within TH1 and TH2, and 90 rental BMR units affordable to low-income or low-income equivalent households in R1 and R2;
 2. Up to 154 residential dwelling units on an approximately 1.6-acre portion of land, referred to as Building R3, for the future construction of a 100% affordable housing development project and a small retail or community serving space within the development;
 3. A maximum of 925,000 SF of office and research and development (R&D) space ~~4 million SF of non-residential uses~~, inclusive of Buildings P, S, and T, ~~consisting of office, research and development (R&D)~~, and up to ~~45,000~~ 75,000 SF of commercial amenity or commercial/retail uses;
 4. Up to five office/R&D buildings, a new commercial amenity building (approximately 40,000 SF) with a publicly-accessible food and beverage space and three parking structures;
 5. An approximately 2.6-acre public park along Ravenswood Avenue, dedicated to and built and operated by the City of Menlo Park, with the potential for the city to locate a 2-3 million gallon below-grade emergency water storage reservoir and well below it; and
 6. Minimum of 29 acres of open space at full buildout, including a minimum of 12 acres of publicly accessible open space, inclusive of parkland dedicated to the City of Menlo Park.

The above elements are collectively referred to as “**Project**”.

- 1.3. Project Site: The project site consists of approximately 64 acres identified by the Assessor’s Parcel Numbers listed in Section 1.4 herein, and generally is bounded by Laurel Street to the west, Ravenswood Avenue to the north, Middlefield Road to the east and Seminary Drive, Burgess Drive and the former USGS campus site to the south (“Project Site”). The existing project site is described in the legal description in Exhibit A attached hereto and shown on Exhibit B attached hereto. Upon the recordation of the City’s acceptance of the Irrevocable Offer To Dedicate the Park Parcel provided in Section 4.1A of the Development Agreement, the Park Parcel shall no longer be included in the Project Site and shall no longer be subject to this CDP.
- 1.4. Assessor’s Parcel Numbers: 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780, and 062-390-050
- 1.5. Property Owner(s): SRI International (“SRI”) and First Church of Christ, Scientist, Menlo Park, a California non-profit corporation, or their successors or assigns.
- 1.6. Zoning: C-1-S-X (Administrative, Professional and Research, Special, Conditional Development)
- 1.7. Conditions Precedent:
 - 1.7.1. Applicant’s and Property Owner’s obligations set forth herein are expressly conditioned on the resolution of all referendums and legal challenges, if any, to the Project’s entitlements. Notwithstanding any referendums and legal challenges, Applicant’s or Property Owner’s obligations as set forth herein are expressly conditioned on Applicant’s or Property’s Owner’s election, in their sole discretion, to commence construction of the Project.
 - 1.7.2. That portion of the Project Site owned by SRI, comprising Assessor Parcel Numbers 062-390-660, 062-390-670, 062-390-730, 062-390-760, and 062-390-780 (the “SRI Site”), is currently governed by a conditional development permit adopted by the City Council (“City Council”) of the City of Menlo Park in 1975, as amended by the City Council in 1978, September 9, 1997, and November 30, 2004 (the “SRI CDP”). As provided below in Section 6, this Conditional Development Permit for the Parkline Master Plan Project (“CDP”) shall be recorded in the Official Records of the County of San Mateo, State of California, and shall become effective in accordance with the ordinance adopted by the City Council approving the CDP. Upon the commencement of any work on any portion of the Project Site, or off-site, in reliance on any permit or approval issued or granted by City related to the development or construction of the Project, the CDP shall thereafter solely govern and control the terms and conditions relating to use of or development of the Project Site and the SRI CDP shall thereby be rescinded, terminated and of no further force or effect regarding the use of or development of the SRI Site.

2. PROJECT PLANS AND DEVELOPMENT STANDARDS

2.1 Project Plans:

- 2.1.1 Development of the Project shall substantially conform with the Parkline Master Plan plans submitted by Applicant dated June 26, 2025, consisting of 159 plan sheets, recommended for approval by the Planning Commission on August 25, 2025 ~~xxx~~, and approved by the City Council on October 7, 2025 ~~xxx~~ ("**Project Plans**"), except as modified by the conditions contained herein and/or in accordance with Section 7 (Changes) of this CDP.
- 2.1.2 Attached as Exhibit C is a glossary of technical reports and documents supporting implementation of this CDP.
- 2.1.3 Prior to the issuance of building permits for each building in the Project, and in accordance with Section 7, below, Applicant shall submit architectural control plans (ACPs) for the building/site for review and approval by the Planning Commission in accordance with Menlo Park Municipal Code (MPMC) Section 16.68.020. As part of the architectural control review, the Applicant shall submit materials to document compliance for each ACP with the requirements set forth in this CDP. The form of documentation shall be subject to reasonable review and approval by the Community Development Director.

2.2 Definitions: As used in this CDP and the Project Plans:

- 2.2.1 "**Parkline Development Regulations and Design Standards**". The Parkline Development Regulations and Design Standards (commonly referred to as "Design Standards") (Exhibit D) are objective regulations/design standards that the Parkline Master Plan Project must meet unless a requested modification is approved through a use permit during the architectural control review process. Unless otherwise noted in the Design Standards or elsewhere in this CDP, the regulations of the MPMC and more specifically, the C-1-S zoning district apply.
- 2.2.2 "**Conceptual Plans**". Items labeled as Conceptual Plans are intended to convey the general vision and design intent of the Project, while allowing flexibility in interpretation and implementation. Conceptual Plans serve as guidelines for general orientation and organization of land uses and transportation and open space networks, general scale and massing of development, and overall architectural themes. All ACPs should be materially consistent with the vision and design intent conveyed by Conceptual Plans but need not comply with the specific details.
- 2.2.3 "**Illustrative Plans and Renderings**". Items labeled as Illustrative Plans and Renderings depict one possible example of development that would substantially conform with the Design Standards and be materially consistent with the vision and design intent conveyed by the Conceptual Plans. Illustrative Plans and Renderings are not determinative of the ultimate configuration, building orientation, massing, architectural and landscaping details, parking design, etc. ACPs may vary from these depictions.

- 2.2.4 **“Architectural Control Plan” (“ACP”).** ACPs provide architectural drawings of the proposed building or structure, proposed landscaping or other treatment of grounds around such building or structure, and proposed design of, and access to, required parking facilities, in accordance with Municipal Code Section 16.68.020. ACPs should generally include site plans, floor plans, elevations, square footage diagrams, height calculations, color and materials, etc. Each ACP shall include adjacent open space and pathways, unless an alternate approach is determined by the Community Development Director (e.g., open space specific ACPs). The ACPs shall comply with the City’s Application Submittal Guidelines. All ACPs shall conform to the Design Standards, and be materially consistent with the vision and design intent conveyed by the Conceptual Plans, and/or Changes granted in accordance with Section 7 herein.
- 2.2.5 **“Square footage” or “sf”** shall have the same meaning as the definition of Gross Floor Area (16.04.325) of the Zoning Ordinance.
- 2.2.6 **Project phasing.** The following defines the conceptual phasing for the Project.

“Phase 1A”. Project Site improvements under Phase 1A encompass structure demolition, surface improvements, and utility improvements to allow for Buildings R1 and R2, the two residential apartment buildings. Specifically, Phase 1A would include:

- a. Demolition of all structures shown on the Phase 1A demolition plan (Sheet C12.3 of the vesting tentative map).
- b. Construction of a portion of the Loop Road between Buildings R1 and R2 and the future site for Townhomes 1, and the existing Building P to existing building S and T to the south. Associated surface improvements include an interim parking lot for SRI (Sheet C12.0 of the vesting tentative map).
- c. Street improvements along Laurel Street and a portion of Ravenswood Avenue, including intersection upgrades, utility connections, a stub and plug for a future recycled water connection new driveway approaches, new curb, gutter, and sidewalk, and a new crosswalk at Pine Street (Sheet C12.0 of the vesting tentative map).

“Phase 1B”. Project Site improvements under Phase 1B encompass structure demolition, surface improvements, and utility improvements to allow for the 100% affordable building (R3), Townhomes 1, Townhomes 2, and the public park. Specifically, Phase 1B would include:

- a. Construction of the Loop Road adjacent to the Ravenswood Parklet, towards Middlefield Road, necessary traffic connections to Ravenswood Avenue at two locations, and the Ringwood Avenue intersection.
- b. Street improvements along Ravenswood Avenue, Middlefield Road, and Laurel Street including utility upgrades, the recycled water connection to the future West Bay Sanitary District line, intersection upgrades at Ravenswood Avenue/Middlefield Road and Ringwood Avenue/Middlefield

Road, curb, gutter, sidewalk installation, storm drain connections, new street lighting, landscaping, and new drive approaches.

“Phase 2”. Phase 2 construction would encompass the construction of the office/R&D buildings, the office amenity building, and the three parking structures. Specifically, Phase 2 would include:

- a. Site improvements including utilities under the remaining Loop Road, sidewalks, permanent street lighting, bioretention ponds, bike and walking paths, and landscaping of the adjacent structures, as well as the “Parkline Central Commons.”
- b. Offsite improvements at the Seminary Drive intersection including construction of forced-turn islands, grind and overlay, signal modifications, and restriping. Work would also include the intersection at Durham and Willow.

“Phase 3.” Vertical construction of the 100% affordable building may occur in a third phase or earlier.

2.3 Development Standards

- 2.3.1 Parkline Development Regulations and Design Standards (Exhibit D) (“Design Standards”) shall generally regulate the following aspects of individual buildings within the Project: setbacks, massing and modulation, relationship to streets and public spaces, materials. All future buildings and site features shall comply with the Design Standards, subject to any approved modifications through a use permit. If a development standard is not identified in Section 2.3 of the CDP, the applicable MPMC requirement shall apply.
- 2.3.2 Dwelling Units shall not exceed a total of 800 units (or 12.5 dwelling units per acre total), consisting of up to the following:
 - a. 600 multi-family dwelling units (including 90 BMR rental units);
 - b. 46 attached and detached townhome style units (including 7 BMR rental or ownership units); and
 - c. 154 BMR units in a standalone 100% affordable building.
- 2.3.3 Maximum building square footage shall not exceed 1,000,000 square feet for non-residential uses, including existing Buildings P, S and T comprising 287,000 square feet to remain. Non-residential square footage shall comply with the following:
 - a. Square footage shall be calculated in accordance MPMC Section 16.04.325 (Gross floor area); and
 - b. Maximum commercial amenity and commercial/retail square footage (e.g., retail sales establishments and eating establishments) shall not exceed 75,000 45,000 square feet. ~~(counted toward the maximum 1 million square feet of non-residential square footage)~~
- 2.3.4 Building heights shall generally conform to the maximum heights provided on Sheet G3.03 of the Project Plans and not exceed the maximum heights permitted by the Design Standards (Exhibit D).

- 2.3.4.1 Buildings R1 and R2 shall conform to the varied building heights as depicted for the building on Sheet G3.03 of the Project Plans.
- 2.3.4.2 Parking Garage 3 ("PG3"), which is adjacent to the Burgess Classics community, shall not exceed three (3) stories and 50 feet in height.
- 2.3.5 Parking shall be provided in accordance with the general locations set forth on Sheet G4.02 of the Project Plans and parking ratios shall be in compliance with MPMC Section 16.35.060, and subject to modifications identified in the Design Standards (Exhibit D).
 - 2.3.5.1 The parking for non-residential uses shall be developed concurrently with the amount of non-residential square footage and the amount of parking provided shall not exceed the maximum parking ratio set by the Zoning Ordinance or Design Standards for the specific land use. Interim exceedances during phased construction may be permitted subject to review and determination by the Public Works Director.
 - 2.3.5.2 PG3 shall be reserved for non-residential parking only.
 - 2.3.5.3 Any facade of PG3 that directly faces the Burgess Classics residential community shall incorporate an opaque façade treatment or alternative design solution that achieves equivalent or superior screening effectiveness, as determined during architectural control review by the Planning Commission pursuant to Section 7.1.4.
- 2.3.6 Open Space shall be provided in accordance with the standards set forth in the Design Standards (Exhibit D) and the Conceptual Open Space Plan on Sheet G3.04 of the Project Plans. The Project shall provide a minimum of 29 acres of open space at full build out, with a minimum of 12 acres of publicly accessible open space, inclusive of dedicated parkland acreage to the City.
 - 2.3.6.1 Publicly accessible open space shall be consistent with the public access easements shown on Sheet C3.3. Areas of landscaping adjacent to pathways that are included in the calculation of publicly accessible open space shall be included within a public access easement or use agreement, subject to review and approval of the Public Works Director.
- 2.3.7 Roof Mounted Equipment except photovoltaic or solar panels, shall be fully screened and integrated into the design of the building consistent with the Design Standards and MPMC Section 16.08.095, and shall also comply with the noise requirements of that same section.
- 2.3.8 Ground Mounted Equipment shall be screened and integrated into the site design per the Design Standards and subject to the satisfaction of the Planning Division. The ground mounted equipment shall comply with the noise requirements in MPMC 8.06 (Noise).

2.3.9 Building Setbacks shall be measured pursuant to the Design Standards (Exhibit D).

2.3.10 Developer shall install and maintain a solid fence of no more than 10 feet in height along any shared property line with the Burgess Classics residential community. The fence shall be constructed of durable materials (e.g., wood, masonry, or composite) designed to provide both security and visual screening. Final fence design, materials, and placement shall be reviewed through the architectural control review process. Alternative fencing or landscape screening measures that provide equivalent or superior security and screening results may be approved as part of the architectural control review process pursuant to Section 7.1.4.

3. USES AND EXISTING STRUCTURES

3.1 Permitted uses on the Project Site: The following uses are permitted on the Project Site pursuant to this CDP without the need for further administrative, special, or conditional use permits:

3.1.1 Existing Uses and Structures

3.1.1.1 Notwithstanding the rezoning of the Project Site and adoption of this CDP, existing structures and the uses therein that remain, and supporting accessory uses on the Project Site, shall not be considered nonconforming, with the exception of Bio-safety level (BSL)-3 capable labs as noted in Section 3.1.1.2, and may continue (including after any period of discontinuance and without amortization) and be maintained, repaired, altered, and restored if destroyed by catastrophe, subject to any applicable procedural review provisions of the Zoning Ordinance not contained in Chapter 16.80 and provided there is no increase in square footage. Existing use permits and architectural control permits related to Buildings P, S and T and the uses therein, excepting BSL-3 capable labs as noted in Section 3.1.1.2, shall remain valid until demolition (whole or partial) of Buildings P, S or T occurs; and

3.1.1.2 Existing BSL-3 capable labs within the existing Buildings P and T (SRI campus buildings) shall be eliminated no later than January 1, 2027 for Building T, and no later than the issuance of the First Certificate of Occupancy for the first residential component of the Project for Building P.

3.1.2 Multiple dwellings, Two-family dwellings or duplexes, Single-family dwellings, Accessory dwellings;

3.1.3 Research and development and accessory uses (light industrial and manufacturing are not permitted), except when requiring hazardous material review. (New or expanded BSL-3 and BSL-4 capable labs are not permitted on the Project Site.);

3.1.4 Administrative and professional offices and accessory uses;

- 3.1.5 Retail sales establishments, excluding the sale of beer, wine and alcohol;
- 3.1.6 Eating establishments, excluding the sale of beer, wine and alcohol, live entertainment, and/or establishments that are portable. For purposes of this use designation, an eating establishment is primarily engaged in serving prepared food for consumption on or off the premises;
- 3.1.7 Personal services, excluding tattooing, piercing, palm-reading, or similar services;
- 3.1.8 All public facilities used and operated for government purposes by the City of Menlo Park, the county of San Mateo, any public school district, the state of California, and the government of the United States;
- 3.1.9 Emergency generators and associated use and storage of diesel fuel for up to 13 generators on the Project Site in accordance with Sheet G3.07 of the Project Plans and the hazardous materials information forms, generator supplemental forms and agency referral forms;
- 3.1.10 Special events including but not limited to farmers' markets, movie nights, concerts, community block parties, and food trucks, provided the activities comply with Chapter 8.06 (Noise) of the MPMC, and provided that such events that require the use of City public services (e.g. police monitoring or control, street closure, traffic control, parking needs that will exceed capacity of the venue, or interfere with normal use and operation of right-of-ways for travel) require a special event permit per Chapter 8.60 of the MPMC;
- 3.1.11 Parking structures, above and below-grade;
- 3.1.12 Accessory buildings and uses; and
- 3.1.13 Other uses determined by the Community Development Director to be similar and compatible uses based on the following criteria:
 - a. The activities involved in or equipment or materials employed in the use are the same or substantially similar to the uses expressly authorized by this CDP;
 - b. The use is compatible with surrounding uses; and
 - c. The use is consistent with the stated purpose of this CDP.
- 3.2 Administratively permitted uses on the Project Site: All administratively permitted uses listed in C-1-S zoning district, and not specifically authorized by Section 3.1, are permitted with an administrative permit.
- 3.3 Conditionally permitted uses on the Project Site: All Conditionally permitted uses listed in the C-1-S zoning district, and not specifically authorized by Section 3.1 herein, are permitted with a use permit.
- 3.4 Additional conditionally permitted uses on the Project Site:

3.4.1 Recreational facilities privately operated, twenty thousand (20,000) or less square feet of gross floor area.

- 3.5 BSL-3 and BSL-4 Use. New or expanded BSL-3 and BSL-4 capable labs are not permitted on the Project Site under any circumstance, neither as a permitted use nor as a conditionally permitted use.

4 PARKLINE DESIGN STANDARDS AND MODIFICATIONS TO C-1-S DISTRICT

- 4.1 The Design Standards (Exhibit D) regulate site development and include modifications to development regulations set forth in MPMC 16.35, including regulations such as lot size, building setbacks, building heights, and parking ratios.
- 4.2 Unless enumerated in this CDP or the Design Standards (Exhibit D), each building within the Project Site shall comply with the requirements of the C-1-S (Administrative, Professional and Research, Special) zoning district and other applicable sections of the MPMC. Where a standard or requirement in this CDP, including the Design Standards, is inconsistent with the MPMC, the regulation or standard in this CDP, including the Design Standards takes precedence.

5 SIGNS

- 5.1 The maximum sign area permitted at the Project Site shall not exceed 450 square feet unless a Master Sign Program is pursued and approved through the provisions outlined in 5.2 (Master Sign Program), in which case the maximum sign area permitted shall be as set forth in the Master Sign Program.
- 5.2 Master Sign Program. The Project shall comply with MPMC 16.92 or submit a project-specific Master Sign program which shall be subject to review and approval by the Planning Commission prior to installation of any onsite signage.
- 5.2.1 The Master Sign Program shall identify the maximum square footage of signage for each parcel/building and/or land uses within the project site and set design guidelines for signage.

6. RECORDATION AND EFFECTIVE DATE

- 6.1 The CDP shall be recorded in the Official Records of the County of San Mateo, State of California by the Applicant within thirty days of the effective date of the ordinance approving the CDP.
- 6.2 The CDP shall be in full force and effect on the effective date of the ordinance approving the CDP.

7. CHANGES TO CONDITIONAL DEVELOPMENT PERMIT

- 7.1 Changes to this CDP (including the Project Plans) shall be processed at the written request of the Applicant and the Property Owner upon submission of such requested

changes to the Community Development Department for review, and payment of all applicable processing fees, as follows:

- 7.1.1 Substantially Consistent Changes are made at the staff level and include any modifications that Applicant or Property Owner makes or proposes to make to this CDP (including the Project Plans) that are in substantial compliance with and/or substantially consistent with the Project based on the determination that the proposed change(s) is consistent with other building and design elements of the CDP, including the Design Standards, and will not have an adverse impact on the character and aesthetics of the Property. The determination as to whether a requested change is a Substantially Consistent Change will be made by the Community Development Director (in his/her reasonable discretion). Substantially Consistent Changes do not affect permitted uses, the density or intensity of uses, restrictions and requirements relating to subsequent discretionary actions, monetary obligations, or conditions or covenants limiting or restricting the use of the Property or similar material elements. The Community Development Director or his/her designee shall act on Substantially Consistent Changes administratively, without public notice or hearing.
- 7.1.2 Minor Changes are any modifications that Property Owner proposes to make to this CDP (including the Project Plans) that are approved administratively at the staff level, but with notice provided to the Planning Commission. The determination as to whether a requested change is a Minor Change is determined by the Community Development Director (in his/her reasonable discretion). A Minor Change is similar in nature to a Substantially Consistent Change, except that Minor Changes are more visible to the general public and result in minor exterior changes to the Project aesthetics (e.g. site layout, location of uses, etc.). Within seven days of receipt of the notice, any member of the Planning Commission may request that the item(s) be reviewed by the Planning Commission to determine whether the proposed changes qualify as a Minor Change. If the Planning Commission does not request review, the Community Development Director or his/her designee shall act on Minor Changes administratively.
- 7.1.3 Major Changes are any modifications that Property Owner proposes to make to this CDP (including the Project Plans) that do not constitute Substantially Consistent Changes or Minor Changes. Major Changes are reviewed by the Planning Commission as a Regular Business item, and publicly noticed. Major Changes include, but are not limited to, significant changes to the exterior appearance of the buildings or appearance of the Property, changes to the project plans (e.g. site access, roadway and pedestrian/bicycle infrastructure design, etc.), which are determined by the Community Development Director (in his/her reasonable discretion) to not constitute Substantially Consistent Changes or Minor Changes to the Conceptual Plans and this CDP. The Planning Commission's decision shall be based on the determination that the proposed modification is compatible with other building and design elements or onsite/offsite improvements of the Project and would not have an adverse impact on safety and/or the character and aesthetics of the Project Site. Planning Commission decisions on Major Changes may be

appealed to the City Council in which case the City Council shall have final authority to approve Major Changes.

- 7.1.4 Architectural Control Plans (ACPs) for future buildings and site features (e.g. publicly accessible open space, bike/ped paths) are required for each individual building/site. The Planning Commission shall review the ACPs through an architectural control application. The Applicant is required to submit an architectural control application and pay all applicable fees for the Planning Division's review of the proposed ACPs, subject to review and approval by the Planning Commission. The Planning Commission's action will be based on substantial conformance with this CDP, the Design Standards (which may be modified as part of the ACP process with Planning Commission approval of a use permit), and the required findings for architectural control, as enumerated in Chapter 16.68.020 (Architectural Control) of the Zoning Ordinance.
- 7.1.5 Amendments to this CDP (including the Project Plans) that involve material relaxation of the development standards identified in Section 2, material changes to the uses identified in Section 3, exceedance of the signage maximum square footages identified in the Master Sign Program pursuant to Section 5 (which shall only require approval by the Planning Commission but subject to appeal to the City Council), or material modifications to the conditions of approval identified in Sections 10 through 21 (in each case, other than changes deemed to be Substantially Consistent Changes pursuant to Section 7.1.1, Minor Changes pursuant to Section 7.1.2, or Major Changes pursuant to Section 7.1.3), constitute amendments to this CDP that require public hearings before the Planning Commission and City Council. Such revisions might also require modifications to the Project Plans and/or Parkline Development Agreement. Any application for amendment to the CDP shall be made by the Applicant or the Property Owner, in writing with all applicable plans and payment of applicable processing fees, to the Planning Division for review and recommendation by the Planning Commission at a public hearing. The Planning Commission shall forward its recommendation to the City Council for action on proposed amendment(s) to the CDP.

8 TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN

- 8.1 The Applicant shall implement the Parkline Transportation Demand Management (TDM) Plan (Exhibit E).
 - 8.1.1 Trip reductions: The Project shall reduce project trips a minimum of 35 percent below the gross Institute of Traffic Engineers (ITE) Trip Generation Rates for all residential (except detached dwelling units) and non-residential components of the Project per the requirements of MPMC 16.35.70.
 - 8.1.2 Monitoring: The Applicant or other responsible party (e.g., homeowner's association) shall comply with the Parkline TDM Monitoring Plan (Exhibit F), which requires annual monitoring. The Applicant or other responsible party shall document compliance with the trip reduction requirements of this CDP through the TDM Monitoring Plan in Exhibit F.

9. CONSTRUCTION PERMITS SEQUENCING:

- 9.1. The Applicant prepared conceptual phasing plans as part of the Conceptual Plans and Vesting Tentative Map. Those plans include a phased approach consisting of Phase 1A, Phase 1B (Phase 1A and 1B are collectively referred to as Phase 1 in the vesting tentative map), Phase 2, and Phase 3. The Project conditions reference these phases; however, at the election of the Applicant or Property Owner and upon approval of the City's Public Works and Community Development Directors, the specific construction phasing may be modified, provided all required infrastructure to serve each building is reviewed and approved by the City prior to building permit issuance and constructed prior to the granting of the first certificate of occupancy for any building within a particular phase. Further, any modifications to the phasing shall comply with the requirements set forth in the Development Agreement for the Project. This CDP generally references specific buildings but when a broader phase is referenced as the timing for a condition, the requirement shall need to be met prior to the granting of the first certificate of occupancy within that phase.
- 9.2. Site improvement plans shall be designed in conformance with the improvement plans identified as part of the Vesting Tentative Map and future final maps, as such maps may be amended or modified from time to time subject to approval of the Public Works Director.
- 9.3. Site improvement plans and non-vertical construction building permits are to be prepared as independent permit plan sets (i.e., building permits and/or encroachment permits) in the following formats, subject to modifications at the sole discretion of the Building Official:
 1. Demolition Plans of Existing Buildings – separate permit is required for each building
 2. Demolition of Existing Underground Infrastructure – separate permit is required for each parcel
 3. Grading Plans – separate permit is required for each parcel
 4. Off-Site Civil improvements – e.g., streets, utilities and streetscape improvements (Encroachment permit through Public Works)
 5. On-Site Civil improvements – e.g., sanitary sewer, water mains, storm drain system, roadways. Separate permit is required for each phase. The grading plans can be included as part of this permit. (Building permit through Building Division.) All easements associated with the infrastructure shall be created and recorded before issuance of the permits for on-site civil improvements and shall be coordinated between the on-site civil improvement plans and final map.
- 9.4. The building permits for the demolition of the existing buildings by phase are required to receive an approved final inspection prior to the issuance of the building permit or encroachment permit for the grading or on-site civil improvements for such phase.
- 9.5. Prior to issuance of any building permits for vertical construction, the parcelization to create buildable parcels shall be completed for the affected parcel(s), subject to approval of the Public Works Director and the MPFPD. Temporary improvements,

e.g., roadways and utilities, to enable vertical construction may be allowed subject to the review and approval of the Community Development and Public Works Directors. All required utilities and access improvements shall be completed prior to the granting of the first occupancy.

- 9.6. Grading permits shall receive final inspection prior to the vertical construction. New underground infrastructure may occur before or at the same time as the vertical construction. At Applicant's election, building permit applications for the vertical construction may be processed in incremental submittals such as the following, subject to review and acceptance of the Building Division:

1. Foundation design including piles and pile caps, if proposed
2. Structural / Core and Shell
3. Interior improvements
4. Site improvements (Trash enclosures, site lighting, etc.) and landscaping

10. PROJECT SPECIFIC CONDITIONS – MITIGATION MEASURES

- 10.1. The Applicant shall comply with all mitigation measures identified in the certified EIR and the associated Mitigation Monitoring and Reporting Program (MMRP) for the Project attached hereto as Exhibit G.

11. PROJECT SPECIFIC CONDITIONS – GENERAL

- 11.1. The following project specific conditions generally apply to every building permit and construction phase unless a specific building or phase is identified. Each subsequent permit shall be reviewed by the Community Development and Public Works Departments for compliance with these conditions prior to building permit issuance. Compliance shall be documented by the Applicant in the appropriate form as determined by the applicable City Department or Division.
- 11.2. Architectural Control Plan Approval: Per Section 7.1.4, an Applicant shall submit for individual parcels, phases or defined areas of the Project Site, as determined by the Community Development Director, complete ACPs in accordance with MPMC Section 16.68.020 and materially consistent with the vision and design intent conveyed by the Conceptual Plans and the Design Standards. Through the ACP review process the Applicant may request project modifications subject to the use permit process or otherwise in accordance with Section 7 herein. Approval of the Architectural Control Plans is a prerequisite to building permit issuance.
- 11.3. Restrictive Covenant: Pursuant to MPMC 16.35.055, the Applicant shall record a restrictive covenant against all project parcels to ensure development on all project parcels in the aggregate does not exceed what would be allowed if each parcel was developed individually.
- 11.4. Future Conditions: The City's Planning, Building, Engineering, and Transportation Divisions shall review each ACP for substantial conformance with this CDP. The City may impose additional conditions of approval related to building design or conditions necessary to ensure compliance with applicable Building Code, Municipal Code or health and safety regulations. Conditions within this CDP would continue to apply to

all future ACPs and any future conditions shall be consistent with this CDP, the BMR Agreement, the Parkline Development Agreement, the MMRP, and Vesting Tentative Map for the Parkline Master Plan.

- 11.5. Below Market Rate Housing Agreement: Concurrently with the recordation of the Parkline Development Agreement and this CDP, the Applicant or Property Owner shall record the Parkline Project Wide Affordable Housing Agreement. Subsequent parcel or component specific BMR Regulatory Agreements shall be recorded prior to issuance of the first building permit for the associated vertical construction.
- 11.6. Outside Agency Compliance: Prior to approval of architectural control or site improvements permits, the Applicant or Property Owner shall obtain conditional approval from the Menlo Park Fire Protection District. Prior to issuance of each building permit, the Applicant or Property Owner shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the Project. Documentation of compliance shall be submitted to the Building Division prior to building permit issuance.
- 11.7. Condition Compliance: Prior to the issuance of each building permit, the Applicant shall submit documentation of compliance with all conditions of approval on the plans or in supporting documents for review and approval of the Public Works and Community Development Departments. Any request for a modification in the timing of a specific condition shall be made in writing with a detailed explanation and requested alternative timing to the Community Development Director for review based on conformance with Section 7 (Changes) of this CDP.
- 11.8. Fees: All outstanding and applicable fees associated with the processing of this Project shall be paid prior to the issuance of any building permit for the Project except as otherwise set forth in the Development Agreement or in accordance with applicable law.
- 11.9. Site Upkeep: Applicant or Property Owners shall keep their respective properties on the Project Site in a clean and sanitary condition at all times, maintain its site in a fashion that does not constitute a public nuisance and that does not violate any provision of the MPMC.
- 11.10. Truck Route Plan: The Applicant shall submit a truck route plan concurrent with the building permit application for each phase of construction based on the City's municipal code requirements, for review and approval by the Transportation Division. The Applicant shall also submit a permit application and pay applicable fees relating to the truck route plan, to the satisfaction of the Public Works Director.
- 11.11. Traffic Control, Parking, and Construction Staging: Prior to issuance of any building permit and within each construction phase, the Applicant shall submit plans for construction related parking management, construction staging, material storage and Traffic Control Handling Plan (TCHP) to be reviewed and approved by the Public Works Director. The Applicant shall secure adequate parking for any and all construction trades. The TCHP shall include construction phasing and anticipated method of traffic handling for each Phase. Accessible temporary pedestrian and bicycle pathways along the Project's frontage shall be provided and maintained

during all construction Phases, consistent with the requirements of Item 11.25 regarding compliance with the California Building Code.

- 11.12. Water Efficient Landscape Ordinance: Simultaneous with the submittal of each complete building permit application, the Applicant shall document compliance with the City's Water Efficient Landscaping Ordinance (MPMC Chapter 12.44). Submittal of a detailed landscape plan is required concurrently with the submittal of each complete building permit application and subject to review and approval of the Engineering Division. Prior to each building permit final inspection or granting of first certificate of occupancy, the Applicant shall submit a landscape audit report.
- 11.13. Landscape Screening: Landscaping shall screen all public utility equipment that is installed within the public and private rights-of-way and cannot be placed underground, subject, however, to the requirements of the Menlo Park Fire Protection District, the West Bay Sanitary District, PG&E, and any other applicable agencies regarding utility clearances and screening. The improvement plans and/or building permits shall depict new utility installations, exact locations of any meters, back flow prevention devices, transformers, junction boxes, relay boxes and other equipment boxes installed within the public right of way or public easement area in the event said above ground utility installations are depicted within the improvement plans and/or building permits. The screening shall be compatible and unobtrusive and subject to the review and approval of the Planning Division prior to issuance of applicable permits.
- 11.14. Hydrology Report: Simultaneous with the submittal of each complete building permit application, the Applicant's design professional shall evaluate the Project's impact to the City's storm drainage system and prepare a Hydrology Report to the satisfaction of the Public Works Director, or designee. Post-construction runoff into the storm drain system shall not exceed pre-construction runoff levels.
- 11.15. Stormwater Management Report: Simultaneous with the submittal of each complete building permit application, the Applicant shall submit a Storm Water Management Report that meets the requirements of the San Mateo County's C.3 Stormwater Technical Guidance Manual for review and approval of the City's Engineering Division.
- 11.16. Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality, in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP).
- 11.17. Grading and Drainage: Prior to any building permit issuance, the Applicant shall submit an applicable Grading and Drainage Plan for review and approval. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. A Hydrology Report shall be required to the satisfaction of the Engineering Division. Slopes for the first 10 feet perpendicular to the structure must be a minimum of 5% for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.3.
- 11.18. Discharges from the garage ramp and parking garages are not allowed into the storm drain system. Discharge shall be treated with an oil/water separator and shall

connect to the sanitary sewer system. This will require a permit from West Bay Sanitary District.

11.19. Heritage Trees shall be subject to the following requirements:

11.19.1. Heritage Tree Protection: Prior to issuance of any demolition, building permits, or improvement plans, standard tree protection measures shall be required for heritage trees being retained near the area of work. Verification that such measures are being implemented shall be provided to the City and reviewed and approved by the City Arborist and Planning Division.

11.19.2. Heritage Tree Removals: The City Arborist issued an intent to conditionally approve the removal of 264 heritage trees (HTR2022-00175) at the Project Site for development (202 trees) and non-development (62 trees) (i.e., declining health, invasiveness, etc.) related reasons, as determined by the Project Arborist, described in the Project Arborist Report (Exhibit H) and as shown in the Tree Disposition Plans (Sheets G2.01 – G2.02.6).

11.19.3. Additional Review of Specific Heritage Tree Removals: As a condition of HTR2022-00175, additional review and determination by the City Arborist shall be required for 48 trees in close proximity to building footprints and other improvements identified in the Conceptual Plans. These trees are listed in the Project Arborist Report (Exhibit H) as “design conflict heritage abutting” and require further review. Concurrent with the submittal of each ACP or improvement plans (e.g. roadways, sidewalks, bicycle paths, street lights, utilities etc.), the Applicant shall submit an updated arborist report and tree preservation feasibility analysis for affected trees within the scope of each permit application for review and determination by the City Arborist. The City Arborist shall then make a recommendation to the Planning Commission (for architectural control permits) or City Engineer/Public Works Director (for improvement plans) on whether to approve the heritage tree removals of require minor modifications to preserve the identified heritage trees.

11.19.4. Timing for Removal: Removal of the 202 conditionally approved heritage trees that are development related, whether or not they require additional review under Section 11.19.3, shall not occur before issuance of demolition permits, unless other provisions of MPMC Chapter 13.24 (Heritage Trees) allow for the removal of one or more specific heritage trees for reasons unrelated to development conflicts (e.g., in the case of diseased or dead trees that need to be removed for safety purposes, in cases of emergency, etc.). For trees requiring additional review outlined in Section 11.19.3, removal shall not occur until the City Arborist completes their review and determination. If approved, heritage tree removal shall not occur prior to the issuance of permits for demolition or site improvements. In the event that demolition of existing buildings and infrastructure occurs before the Planning Commission reviews and acts on the ACPs, heritage tree protection measures identified in Section 11.19.1 shall be implemented for the heritage trees identified in Section 11.19.3.

11.19.5. Heritage Tree Replacements: A minimum value of \$2,053,100 in heritage tree replacements is required for the Project Site. Please note that this value

may change once the total number of trees is updated following the tree preservation feasibility analysis for each ACP application or improvement plans application. Heritage tree replacements shall be planted in a manner consistent with industry standards. The City and Applicant shall track the number, species, sizes, and locations of heritage tree replacements following the approved Tree Replacement Plan on Sheets G2.02.1 - G2.02.10. As a part of this plan, approximately 860 new trees are proposed to be planted. The Applicant shall submit a form of documentation to the City for the City Arborist and Planning Division's review and acceptance (e.g., a tracking matrix) prior to the removal of the first heritage tree.

- 11.19.6. City Arborist Inspection: Upon completion of installation of the replacement trees in accordance with the approved Tree Replacement Plan for each building permit or project phase, the Applicant shall schedule an inspection with the City Arborist to verify compliance. This inspection and verification shall be required prior to the first certificate of occupancy for each building or final inspection for infrastructure improvements, unless otherwise agreed to by the Public Works Department.

11.20. Shared Bicycle and Pedestrian Paths.

- 11.20.1. Ravenswood Avenue Multi-use Pathway and Laurel Street Multi-Use Pathways: Simultaneous with the submittal of a building permit application for Building R1 (Phase 1A) or Building R3 or TH2 (Phases 1B and 3), the Applicant shall submit complete plans for (i) the multi-use path along Ravenswood Avenue for the Phase 1A section up to 200 feet east of the intersection of the West Loop Driveway and Ravenswood Avenue, (ii) the full length of Ravenswood Avenue and the portion along the Loop Road adjacent to the recreation area and Townhomes 2, and (iii) the shared multi-use pathways between the R1 and R2 buildings and the R2 building and Townhomes 1. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, and tree protection requirements. The plans are subject to review and approval by the City and shall be consistent with the Conceptual Plans for the Master Plan. The Applicant shall construct the Phase 1A improvements (Ravenswood partial pathway improvements) prior to the first occupancy of Building R1 or R2, whichever comes first. The Applicant shall construct the remaining improvements (i.e., the rest of the Ravenswood Multi-Use Pathway prior to occupancy of the R3 building or Townhomes 2, whichever comes first. The multi-use pathway between R1 and R2 shall be constructed prior to the first certificate of occupancy of Building R1 or R2, whichever comes first. The multi-use pathway between R2 and Townhomes 1 shall be constructed prior to the first certificate of occupancy of R2.

- 11.20.2. Laurel Street Pedestrian Pathway: Simultaneous with the submittal of a first building permit application for either Building R1 or R2 (Phase 1A), the Applicant shall submit complete plans for the pathway along Laurel Street for the entire length of the Laurel Street frontage of the Project Site. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility

relocations, and tree protection requirements. The plans are subject to review and approval by the City and shall be consistent with the Conceptual Plans for the Master Plan. The Applicant shall complete the construction of the improvements as follows:

11.20.2.1. As each of the residential components fronting Laurel Street (R1, R2, and TH1) is developed, the Applicant shall construct the corresponding segment of the Laurel Street Pedestrian Pathway located along the frontage of that specific parcel or building. Specifically:

- The portion of the Pathway fronting Parcel R1 and Parcel R2 shall be completed as part of the R1 or R2 building construction, whichever comes first; however, the landscaping along the pathway in front of either Parcel R1 or Parcel R2, whichever has not been completed, shall not be required until construction is completed on said Parcel.
- The portion fronting Parcel TH1 shall be completed as part of the construction of the 19 townhome units on TH1.
- Each segment of the Laurel Street Pathway shall be fully constructed and open to the public prior to the granting of the first certificate of occupancy for the associated group of buildings or units.

11.20.3. On-site Multi-use Pathways: The Applicant shall construct the shared bicycle and pedestrian connection between R1 and R2 buildings prior to occupancy of the R1 or R2 building, whichever comes first. The Applicant shall construct the shared bicycle and pedestrian connection between the R2 building and Townhomes 1 prior to occupancy of the R-2 building or the first townhome in the TH1 component of the Project, whichever comes first.

11.20.4. Burgess Drive/Ringwood Multi-use Pathway: Simultaneous with the submittal of a building permit application for the first office/R&D building, the Applicant shall submit complete plans for the multi-use pathway from the Burgess Drive connection along the Loop Road and connection to Ringwood Avenue. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements. The plans are subject to review by the City. The Applicant shall construct these improvements prior to the first occupancy of the first office building.

11.20.4.1. The future reserved right-of-way (ROW) connecting Burgess Drive to Seminary Drive shall not be abandoned until the Applicant constructs the multi-use pathway connection from Burgess Drive to Seminary Drive and records the associated public access easements/agreements. This ensures that, if the project is started but not completed, the City retains the ROW for future bike and pedestrian improvements.

11.21. Title 12 Compliance: Simultaneous with the submittal of each complete building permit application, the Applicant shall submit plans to the Building Division verifying

that the project complies with all applicable MPMC Title 12 (Buildings and Construction) requirements for review and approval of the Building Division.

- 11.22. Construction Fencing: The Applicant shall submit a plan for construction safety fencing around the periphery of the construction area or the periphery of the Project Site as part of each building permit application for each respective building, parcel or phase, and shall include the installation of Temporary Noise Abatement sound barriers consistent with Mitigation Measures NOI-1.1, NOI-1.2 and/or NOI-1.3. The fences shall be installed according to the plan prior to commencing construction for each individual building permit. The plan shall be reviewed and approved by the Building and Planning Divisions prior to issuance of a building permit.
- 11.23. Vapor Intrusion Mitigation Plan (VIMP) if required by HAZ 2.4, VIMP plans shall be incorporated for “reference only” into applicable building permit plan sets. The purpose of the VIMP is to identify the measures that will be implemented to effectively eliminate potential vapor intrusion concerns into future buildings. The VIMP systems shall be determined with concurrence, approval, and oversight from the appropriate regulatory agency prior to the issuance of building permits. Documentation of such review and approval shall be provided to the Building Division prior to building permit issuance.
- 11.24. Salvaging and Recycling of Construction and Demolition Debris: For each building, the Applicant shall comply with the requirements of MPMC Chapter 12.48 (Salvaging and Recycling of Construction and Demolition Debris), which compliance shall be subject to review and approval by the Building Division.
- 11.25. Building Codes Compliance: The Project is subject to the California Building Code (CBC), the California Building Standards Code and any adopted Reach Codes and/or local building code amendments in effect at the time of each complete building permit application submittal, unless otherwise regulated by the Development Agreement and this CDP.
- 11.26. All new buildings shall be all-electric without the use of natural gas for heating/cooling. Emergency generators may use diesel fuel.
- 11.27. CalGreen Compliance: The Project is subject to the California Green Building Standards Code (CalGreen) and any local amendments to the Code in effect at the time of submittal of each complete building permit application, unless otherwise regulated by the Development Agreement, this CDP, and applicable law.
- 11.28. Unit plans: Each complete building permit application that includes residential units shall include all unit plans to be fully drawn and detailed including mirrored plans. Further, all residential building plans are required to include drawings for mirrored units including structural, mechanical, electrical, and plumbing plan sheets.
- 11.29. Deferred submittals: All deferred submittals other than trusses are to be approved by the Building Official or their designee prior to submittal of each complete building permit application.
- 11.30. Electric Vehicle Space: Each complete building permit application shall include construction documents needed to identify the location of electric vehicle (EV)

spaces per the CalGreen code and any local amendments in effect at the time of submittal of a complete building permit application unless otherwise regulated by the Development Agreement and this CDP.

- 11.31. Pedestrian Protection: Each complete building permit application shall include pedestrian protection along the public right-of-way with sidewalks, as required per Section 3306 of the CBC or the comparable section of the CBC in effect at the time of submittal of a complete building permit application.
- 11.32. Adjoining Properties: Each complete building permit application shall include details regarding protection of adjoining property, as required per Section 3307 of the 2022 CBC or the comparable section of the CBC in effect at the time of submittal of each complete building permit application.
- 11.33. Sanitary Sewer: Each complete building permit application shall include details demonstrating that all sanitary sewer lines will gravity feed to the sewer mains in the public right-of-way unless otherwise approved by the Building Official or their designee.
- 11.34. Simultaneous with the submittal of each complete building permit application, the Applicant shall submit plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and sedimentation control, 5) tree protection fencing, 6) construction vehicle parking, and construction traffic to avoid the use of adjacent private property as an access point to the Project Site during construction. The plans shall be subject to review by the Engineering, Planning, and Building Divisions and the City's Building Official or their designee shall approve the Plans subject to input by City staff. The safety fences, dust and air pollution control measures, erosion and sedimentation control measures, and tree protection measures shall be installed according to the approved plan prior to commencing construction and implemented throughout the duration of construction at the project site.
- 11.35. Erosion Control: Simultaneous with the submittal of a complete building permit application for each phase or building, the Applicant shall submit plans that include proposed measures to prevent erosion and polluted runoff from all site conditions, subject to review and approval of the Building Division. During construction, if construction is not complete by the start of the wet season (October 1 through April 30), the Applicant shall implement a winterization program to minimize the potential for erosion and sedimentation. As appropriate to the site and status of construction, winterization requirements shall include inspecting/maintaining/cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing disturbed soils through temporary or permanent seeding, mulching, matting, tarping or other physical means; rocking unpaved vehicle access to limit dispersion of soil onto public right-of-way; regular street-sweeping of adjacent public right-of-way utilized as ingress and egress to the Project Site for construction related vehicles, and covering/tarping stored construction materials, fuels, and other chemicals. A site specific winterization plan implemented during construction would be subject to review by the Engineering, Building, and Planning Divisions and subject to approval by the Building Official or their designee with input from City staff. The winterization plan would be in addition to any required erosion control plan.

- 11.36. Stationary Noise Source Compliance Data (Non-roof mounted equipment): Concurrent with building permit submittal for each building, the Applicant shall provide a plan that details that all on-site stationary noise sources comply with the standards listed in MPMC Section 8.06.030. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance. Deferral to the core and shell/vertical construction phase may be granted at the discretion of the Building Official.
- 11.37. Stationary Noise Source Compliance Data (Roof mounted equipment): Concurrent with building permit submittal for each building, the Applicant shall provide a plan that details that all roof-mounted stationary noise sources comply with the standards listed in MPMC Section 16.08.095. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance. Deferral to the core and shell/vertical construction phase may be granted at the discretion of the Building Official.
- 11.38. Building Construction Street Impact Fee: Prior to issuance of each building permit or as otherwise allowed by applicable law, the Applicant shall pay the applicable Building Construction Street Impact Fee, to the satisfaction of the Public Works Director.
- 11.39. Accessibility: All pedestrian pathways shall comply with applicable Federal and State accessibility requirements, to the satisfaction of the Public Works Director and Building Official.
- 11.40. The Applicant shall provide an analysis of the detailed water system to ensure it meets MPMW and MPFPD requirements prior to approval of the first final map and associated subdivision improvement agreement. Any recommended modifications from the analysis would be required to be included in the on-site improvement plans for the Project.
- 11.41. Concurrent with the submittal of each final parcel map, the Applicant shall submit Covenants, Conditions and Restrictions (CC&R's) or other acceptable mechanism for the approval of the Public Works Director or designee and the City Attorney. The CC&R's or other acceptable mechanism shall be approved and recorded concurrently with the final parcel map. The CC&Rs or other acceptable mechanism shall include provisions regarding the allocation of features and requirements that are shared between parcels including, but not limited to the following: shared parking, shared access, joint use and maintenance of common facilities, storm drainage, and administration of the Transportation Demand Management (TDM) plan.
- 11.42. Driveway access from Laurel Street to Building R2 shall be limited to vehicles accessing the surface parking lot and vehicles entering the parking garage from Laurel Street. Vehicles exiting the surface parking lot may access Laurel Street; vehicles exiting the parking garage within Building R2 shall not be permitted to access Laurel Street, and instead shall be directed to the internal loop road to exit the Project Site along Ravenswood Avenue.

- 11.42.1. Up to five parking spaces for prospective tenants, designated as “Future Neighbor” as noted on sheet G4.01 located in the R2 garage but outside the secured parking area shall also be allowed to exit onto Laurel Street.
- 11.43. Waste Water Conveyance Improvements: Applicant shall comply with regulations of the West Bay Sanitary District that are directly applicable to the Project in the design and construction of wastewater conveyance improvements, and submit documentation to the Planning and Building Divisions prior to issuance of each building permit. The West Bay Sanitary District Improvements serving the Project Site will be depicted on the Parkline Improvement Plan set, subject to approval by West Bay Sanitary District.
- 11.44. Recycled Water Improvements: The Applicant shall install a recycled water main within the loop road in coordination with West Bay Sanitary District, dedicate an easement to West Bay Sanitary District to operate, maintain, repair and replace the facilities, and provide documentation of completion/acceptance to the Public Works Director. The recycled water main shall include connections to Laurel Street, Burgess Drive, and Middlefield Road (at Ringwood Avenue). The recycled water infrastructure will enable the future use of recycled water within the project site and the project vicinity.
- 11.45. All existing overhead utility lines within the Project Site and public right of way that is included in a given phase of development shall be undergrounded as part of that phase. The undergrounding work for each phase shall be completed prior to obtaining the first certificate of occupancy for the first building in any phase where the undergrounding work is being performed.
- 11.46. All proposed private easements shall be recorded with the County of San Mateo prior to the granting of the first certificate of occupancy for the associated building permit.
- 11.47. The Applicant shall retain a civil engineer to prepare “as-built” or “record” drawings of public improvements. These drawings shall be submitted in both AutoCAD and Adobe PDF formats to the Engineering Division prior to issuance of the final certificate of occupancy for each phase (1A, 1B, and future non-residential phases).
- 11.48. During the design phase of the construction drawings, all potential utility conflicts shall be potholed with actual depths recorded on the improvement plans submitted for City review and approval.
- 11.49. Lighting: The plan for streetlight installation shall be consistent with City standard details, subject to review and approval of the Public Works Director or their designee. The lighting levels for roadway and walkway lighting shall be consistent with the Illuminating Engineering Society (IES) roadway and walkway lighting standards using illuminance values based on location and adjacent uses or other appropriate City standards in place at the time of building permit submittal for the first phase. The street light locations shall be free from obstructions from tree canopies.
- 11.50. Emergency Generators: Generator size, type, and locations shall be substantially in conformance with the Project Plans and supporting documents and shall be reviewed prior to building permit issuance to ensure compliance with the requirements, as applicable, of the San Mateo County Environmental Health

Services Division, Menlo Park Fire Protection District, West Bay Sanitary District, and the City of Menlo Park Building and Planning Divisions.

12. Ongoing Compliance Monitoring

12.1. Water Supply Assessment (WSA) Compliance: On January 1st, following the first full year after the date of the issuance of the first certificate of occupancy, the Property Owner/Manager for each parcel shall submit documentation to the City to confirm that potable water usage for the parcel does not exceed the estimated potable water consumption documented in the WSA dated April 2024, prepared by West Yost Associates, and approved by the City Council on May 7, 2024 (Resolution No. 6901). Compliance with the WSA shall supersede the requirements in MPMC Sections 16.35.110 (3)(C) and (E). The maximum estimated water usage for the non-residential component shall be adjusted based on Project revision to limit the non-residential square footage to 925,000 4-million square feet of office and R&D space and 75,000 square feet of commercial amenity or commercial/retail uses. Each building or parcel shall be reviewed for compliance with its prorated/fair share water usage based on square footage or units. The Public Works Director shall review the documentation along with City records for water usage at the Project Site to confirm that water usage does not exceed the estimated water usage in the WSA. In the event that actual water consumption exceeds the WSA, a water conservation program, as approved by the City's Public Works Director, shall be implemented. Twelve (12) months after City approval of the water conservation program, the building owner shall submit data and information sufficient to allow the city to determine compliance with the conservation program. If water consumption exceeds the budgeted amount, the City's Public Works Director may prohibit the use of water for irrigation or enforce compliance as an infraction pursuant to Chapter 1.12 of the Municipal Code until compliance is achieved. In the event that the townhomes in the TH1 and TH2 components are subdivided as for-sale units through the VTM, then the monitoring requirement shall not apply to the for-sale units.

12.2. Long-term Maintenance Provisions

12.2.1. Stormwater Operations and Maintenance Agreement for Private Property:

Prior to issuance of the first certificate of occupancy for each building, the Property Owner shall enter into, or amend the existing Operations and Maintenance Agreement with the City, as applicable. The Operations and Maintenance Agreement shall establish a stormwater treatment system maintenance program (to be managed by the Property Owner) that includes annual inspections of any infiltration features and stormwater detention devices (if any), and drainage inlets, flow through planters, and other Best Management Practices (BMP). There may be separate Operations and Maintenance Agreements for each individual parcel within the Project Site, for each townhome development, or one combined agreement as may be determined by the City and Property Owner. The Operation and Maintenance Agreements shall be subject to review and approval of the City Attorney and the Public Works Director and shall be recorded prior to final inspection of the interior improvements phase for each building and no later than the granting of the first certificate of occupancy if the building permit does not include an interior improvements phase. An annual report documenting the inspection and any remedial action conducted shall be submitted to the Public Works

Department for review. This condition shall be in effect for the life of the Project.

12.2.2. Stormwater Operations and Maintenance Agreement for Rights of Way and the Public Realm: Prior to City acceptance of improvements within the City's right-of-way, the Owners' Association shall enter into, or amend the existing Operations and Maintenance Agreement with the City, as applicable. The Operations and Maintenance Agreement shall establish a stormwater treatment maintenance program (to be managed by the Owners' Association) that includes annual inspections of any infiltration features and stormwater detention devices (if any), and drainage inlets, flow through planters, and other Best Management Practices (BMP). There may be separate Operations and Maintenance Agreements for each individual parcel within the Project Site, or one combined agreement as may be determined by the City and Applicant. The Operation and Maintenance Agreements shall be subject to review and approval of the City Attorney and the Public Works Director and shall be recorded prior to final inspection of the interior improvements phase for each building or the granting of the first occupancy if the building permit does not include an interior improvements phase. An annual report documenting the inspection and any remedial action conducted shall be submitted to the Public Works Department for review. This condition shall be in effect for the life of the Project.

12.2.3. Landscape Maintenance: Site landscaping shall be maintained to the reasonable satisfaction of the Community Development Director. Revisions to site landscaping shall be reviewed in accordance with Section 7, Changes.

12.3. Maintenance Obligations

12.3.1. Applicant: Until such time as an Owners' Association is formed and assumes responsibility pursuant to Section 12.3.3 below, the Applicant shall be responsible for maintaining:

- All privately-owned, publicly accessible open space (excluding Lot 9);
- All private streets;
- All stormwater management infrastructure not expressly accepted by the City, including pipes located within public service easements;
- All street trees, frontage landscaping, sidewalks, and furnishings located on or adjacent to private parcels or within private streets;
- Any temporary improvements, landscape buffers, or common areas serving unoccupied phases; and
- All improvements not dedicated to the City (i.e. the public park, Lot 9 of the VTM).

12.3.2. City: water mains dedicated to and accepted by the City, and the overflow storm drain pipe from the potential emergency water storage reservoir to the main storm drain line on Middlefield Road, and any other improvements expressly identified in a future subdivision map or improvement agreement as City-owned and maintained, shall be maintained by City.

- 12.3.3. Owners' Association: Prior to the granting of the first certificate of occupancy for the first building, an Owners' Association shall be formed for purposes of maintaining the improvements identified in 12.3.1 and the other items listed below. The association may be modified to confirm responsibility to subsequent Owners' Associations. Following its formation, and subject to any transition periods established therein, the Owners' Association shall be responsible for maintaining the items listed in 12.3.1 for the life of the Project in accordance with the standards submitted in conjunction with the review and approval of the Site Improvement Plans.
- 12.3.4. All other utilities: For all other utilities, including but not limited to sanitary sewer, recycled water, and telecommunication infrastructure, the Applicant shall coordinate with the respective utility providers to determine ownership and maintenance obligations. This includes coordination with West Bay Sanitary District (WBSD) for sanitary sewer and recycled water systems.
- 12.3.5. City shall cooperate with Applicant in implementing all of the conditions of this CDP, including to alter responsibility for ongoing maintenance and compliance obligations as necessary (e.g., alter responsibilities between Applicant, Property Owner, Owners' Association).
- 12.4. Power and Communications Requirements: The Applicant or Property Owner shall comply with all regulations of PG&E and other applicable communication providers (e.g., AT&T and Comcast) that are directly applicable to the Project.
- 12.5. Public Open Space Access: Prior to building permit issuance for any given building or parcel, the Applicant shall submit a plat and legal description and proposed form of irrevocable easement agreement for public utilization of the Publicly Accessible Open Space associated with that building or parcel to the satisfaction of the Public Works Director and City Attorney. The form of irrevocable easement shall ensure, to the reasonable satisfaction of the City, that the Applicant has reasonable control over the Publicly Accessible Open Space and that the Publicly Accessible Open Space is accessible to the general public, in perpetuity during reasonable hours of each day of the week and at a minimum from sunrise to 30 minutes after sunset in compliance with Section 8.28.133 of the Municipal Code, except as otherwise provided in the Open Space Operating Rules to be prepared in accordance with Section 15. Publicly accessible open space and frontage landscaping that is part of each parcel, and identified in the ACP, shall be open prior to the first certificate of occupancy.
- 12.5.1. The irrevocable easement agreement requires City Manager approval and shall be recorded with the County of San Mateo prior to granting of the first certificates of occupancy for the building(s) or units served by or adjacent to such Publicly Accessible Open Space. For clarity, nothing in this section shall require the recordation of a public access easement over any area that has not yet been constructed or made available for public access, or that is subject to active construction or City-approved temporary closure.
- 12.5.2. Signage for Publicly accessible open space shall be consistent with City standards and any Master Sign Program for the project.
- 12.6. Generator Screening: To the extent generators are placed on the exterior of the buildings, the Applicant shall screen all generators prior to the first certificate of occupancy for each building, in accordance with the Design Standards and to the

satisfaction of the Planning Division. Screening shall be to the height of the generator and enclose all four sides of the generator. Buildings may be used for all or part of the enclosure.

- 12.7. Refuse and Recyclables: The Project shall comply with MPMC Section 16.35.110, the City's implementing regulations and the Design Standards. Documentation of preliminary compliance shall be submitted with each ACP and confirmed prior to issuance of each applicable building permit, subject to review and approval of the Sustainability and Planning Divisions. Ongoing compliance shall be demonstrated by Applicant or Owner's Association through zero waste assessments and established benchmarks for waste reduction as part of the City's implementing guidelines, subject to review and approval of the Sustainability Division.
- 12.7.1. All garbage bins and carts shall be located within a trash enclosure that meets the requirements of the solid waste disposal provider, and the City Public Works Department and Planning Division for the lifetime of the Project. If additional trash enclosures are required to address the on-site trash bin and cart storage requirements of the Project, a complete building permit submittal shall be submitted inclusive of detailed plans, already approved by the solid waste disposal provider, for review and approval of the Planning Division and the Public Works Department prior to each building permit issuance.
- 12.7.2. Concurrent with the submittal of each complete building permit application that requires waste and recycling collection services, the Applicant shall provide documentation of approval of the refuse and recycling locations by the City's waste and recycling provider (e.g. Recology), subject to review and approval of the Sustainability and Planning Divisions.
- 12.7.3. All garbage and recycling bins located outside buildings shall include a cover to reduce windborne refuse. The covers may be full or partial, provided that refuse cannot become windborne from the receptacle, subject to review and approval by the Planning and Sustainability Divisions. All exterior garbage and recycling bins shall be frequently emptied on a routine schedule to reduce the possibility of overflowing refuse.
- 12.8. Construction Hours: Construction activities may take place outside of the typical construction hours of 8:00 a.m. to 6:00 p.m. Monday through Friday, provided the construction activities comply with the noise limitations set forth in MPMC Chapter 8.06 (Noise) and the MMRP, unless determined by the Building and Planning Divisions that an exception for specific activities is necessary (e.g. offsite evening/night work or other on-site activities that cannot occur during the typical construction hours). Prior to the issuance of a building permit for each individual phase, the Applicant shall submit a construction work plan and acoustical analysis to the City documenting the expected work hours and compliance with the MPMC Chapter 8.06 (Noise), the MMRP, and any noise ordinance exceptions subject to review and approval of the Building and Planning Divisions.
- 12.9. Diesel Generators: Except as provided for in Section 3 of this CDP, any additional diesel generators require review and approval of an administrative permit per the requirements of the MPMC.
- 12.10. EPA Energy Star Portfolio Manager: Consistent with MPMC 16.35.110, simultaneous with the submittal of each building permit application for buildings greater than

10,000 square feet, the Applicant shall enroll in EPA Energy Star Building Portfolio Manager. Prior to issuance of the building permit, the Applicant shall submit documentation showing compliance to the satisfaction of the Planning and Building Divisions. This requirement does not apply to any of the townhome buildings that are less than 10,000 square feet in size.

- 12.11. Energy Requirements: Consistent with MPMC 16.35.110, prior to issuance of the first building permit for each phase, building or site feature (e.g. publicly accessible park), the Applicant shall submit plans and supporting documentation to the Building and Planning Divisions documenting that each building meets one hundred percent of its energy demand, as required by MPMC Section 16.35.110(2), through the combination of the following measures and to the satisfaction of the Building and Planning Divisions:

- 12.11.1. On-site energy generation;
- 12.11.2. Purchase of 100% renewable electricity through Peninsula Clean Energy or Pacific Gas and Electric Company in an amount equal to the annual energy demand of the project;
- 12.11.3. Purchase and installation of local renewable energy generation within the City of Menlo Park in an amount equal to the annual energy demand of the project;
- 12.11.4. Purchase of certified renewable energy credits and/or certified renewable energy offsets annually in an amount equal to the annual energy demand of the project.
- 12.11.5. Following issuance of the final occupancy permit for each Project phase or building, the Applicant or applicable Owner's Association shall submit an annual report on January 1st of every year demonstrating that tenants and occupants of all buildings that have received final inspection on site, purchased or used 100% renewable energy or otherwise complied with MPMC Section 16.35.110(2) to the Community Development Director or their designee for their review and approval. The Applicant may submit documentation to the City prior to the granting of the first occupancy for each Project phase or building documenting that the amount of on-site or off-site renewable energy generation would, at a minimum, equal the estimated amount of non-renewable energy used at the project site. The report may be submitted in lieu of annual monitoring, subject to review and approval of the Community Development Director with input from the Building, Planning, and Sustainability Divisions, as applicable. . If additional generators are added through the appropriate permitting process after submittal of the report, the report shall be updated to include the additional generator and submitted one time on January 1st the year following the installation of the generator.

13 OFF SITE IMPROVEMENTS

13.1 Project Frontage Improvements

The following frontage improvements are documented in the Vesting Tentative Map (Sheets C10.0, C10.1, C10.2, C10.2A, C10.3, and C10.4) and the Conceptual Plans (Sheets G4.01, G4.06.1, G4.07.2, G5.03-G5.14) and the general requirements are summarized in this section of the CDP. Timing for these improvements is identified below and may also be memorialized through one or more public improvement

agreement/subdivision improvement agreements associated with the final map(s) for the Project, which may be processed in phases.

13.1.1 Laurel Street: Frontage improvements along Laurel Street (approximately 1,100 feet) shall include utility connections, three water connections, two joint trench connections, and a waterline stub for a future recycled water connection. A 390-foot extension of the 12" waterline shall be completed, along with upgrades to streetlights, crosswalks, a 3" grind and overlay (curb to curb) across approximately 1,100 feet, curb, gutter, Class IV bikeways, raised crosswalks, and sidewalks. Overhead lines shall be removed, and two new drive approaches shall be added. These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for either Building R1 or R2, whichever comes first.

13.1.1.1 In the event that the Applicant constructs the 19 detached units in the TH1 component prior to Buildings R1 or R2, then the frontage improvements along and within Laurel Street may be phased with the following required prior to first occupancy of the first detached dwelling unit: Partial frontage improvements along Laurel Street (approximately 250 feet) shall include utility connections, a 3" grind and overlay (curb to curb) across approximately 250 feet (proximate to TH1 component), curb, gutter, sidewalk installation, and new drive approaches.

13.1.2 Ravenswood Avenue: Frontage improvements along Ravenswood Avenue may be constructed in phases.

13.1.2.1 Frontage improvements associated with Phase 1A from the conceptual phasing plan in the Master Plan and VTM (proximate to Building R1) shall cover approximately 800 feet, including intersection upgrades at Ravenswood Avenue and Laurel Street (excluding the Middlefield Rd./Ravenswood Ave. intersection). These improvements shall include utility connections (three fire hydrants, joint trench connection at the Loop Road drive approach), two new drive approaches, new curb, gutter, and sidewalk, a new crosswalk at Pine Street, a 3" grind and overlay (curb to curb) across approximately 800 feet, restriping, and new street lighting. These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for Building R1 or R2, whichever comes first.

13.1.2.2 Frontage improvements associated with Phase 1B from the conceptual phasing plan in the Master Plan and VTM (proximate to the Ravenswood Ave. parklet, public park dedication, and Building R3) along Ravenswood Avenue (approximately 1,200 feet) shall include utility connections and upgrades to the intersection at Ravenswood Avenue and Middlefield Road as well as green infrastructure (See requirements in Section 13.5). This work shall also involve drainage upgrades, a 3" grind and overlay (curb to curb) across approximately 1,200 feet, curb, gutter, sidewalk installation, storm drain connections, new street lighting, landscaping, and new drive approaches. These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for Building R3 or TH 2.

13.1.3 Middlefield Road: Frontage improvements along Middlefield Road (approximately 500 feet) shall include necessary utility connections, a waterline main upgrade, and recycled water connection to the future West Bay Sanitary District line. The project shall also involve intersection upgrades at Ravenswood Avenue/Middlefield Road and Ringwood Avenue/Middlefield Road (see Sections 13.4.1 and 13.4.2), and a 3" grind and overlay (curb to curb) across approximately 500 feet. These improvements shall be completed prior to the granting of the first certificate of occupancy for Building R3 or the first unit in the TH2 component, whichever comes first.

13.1.4 General Frontage Improvement Requirements:

13.1.4.1 All streets adjoining the Project Site (i.e., Ravenswood Avenue, Laurel Street, and Middlefield Road), shall receive an asphalt concrete overlay, which will include a 3" grind and overlay across the entire frontage for both Phase 1A and Phase 1B. Existing striping, markings, and legends shall be replaced in kind, or as modified by the City Engineer.

13.1.4.2 All public right-of-way improvements, including frontage improvements and the dedication of easements and public right-of-way, shall be completed to the satisfaction of the Engineering Division prior to the granting of the first occupancy for the first building permit in each phase/scope of work. Existing striping, markings, and legends shall be replaced in kind, or as reasonably modified by the City Engineer.

13.2 Off-site and Frontage Improvements General: Prior to submitting for the first final map for any given phase, the Applicant shall submit engineered Off-Site Improvement Plans (including specifications and engineers' cost estimates) for approval by the Engineering Division, showing the infrastructure necessary to serve such phase.

13.2.1 The Applicant shall obtain an encroachment permit, from the appropriate reviewing jurisdiction, prior to commencing any work within the right-of-way or public easements.

13.2.2 The Applicant shall coordinate its street improvements on Ravenswood Avenue with Town of Atherton where the project overlaps with the Town's jurisdiction. This includes obtaining any necessary permits. The Applicant shall diligently pursue and make a good faith effort to obtain the necessary permits. In the event that the Applicant is unable to obtain the necessary permits from the Town of Atherton, the required street improvements may be modified, subject to review and approval of the Public Works Director.

13.2.3 Prior to any building permit issuance for frontage improvement work, Applicant shall submit plans for street light design per City standards and PG&E at locations approved by the City.

13.2.4 Irrigation within public right of way shall comply with City Standard Details LS-1 through LS-19 and shall be connected to the on-site water system.

13.3 Transportation Impact Fee ("TIF"): Transportation Impact Fee ("TIF"): The current estimated total transportation impact fee is \$9,769,442.07, based on all existing buildings being used for R&D or R&D support (less any existing fee credits and subject to adjustments for the actual proposed development) ("TIF Obligation"). The Applicant shall complete off-site circulation improvements identified as the responsibility of the Project through the TIA and included in the TIF ("TIF In Lieu Improvements") in lieu of paying the TIF. The City and Applicant shall establish the estimated cost of the TIF In Lieu Improvements in connection with the City's review of the Improvement Plans for each respective TIF In Lieu Improvement. The TIF In Lieu Improvements shall reduce the TIF Obligation dollar for dollar. The TIF rates are subject to adjustment on July 1st of each year based on the ENR Construction Cost Index % for San Francisco Bay Area. In the event that another development project is also obligated to construct the improvement and undertakes construction of the improvement, the Applicant would not be credited for said improvement. The TIF obligation shall be paid at time of building permit issuance based on the TIF rate for the size/use of the building less any credit for any existing uses demolished to facilitate construction of the new building.

13.3.1 Applicant shall perform, construct and complete, at the Applicant's own expense, the transportation improvements described in Section 13.4, prior to issuance of the first certificate of occupancy for the Project.

13.3.2 To determine the estimated TIF In Lieu Improvement cost, the Applicant shall submit detailed estimates of costs, including design, engineering, and permitting costs to the Public Works Director or designee for the transportation improvements. Pursuant to MPMC 13.26.80, the Applicant shall be entitled to credit for said transportation improvements up to the TIF Obligation. Only improvements identified in the City's TIF Nexus study dated January 30, 2020 are eligible for a TIF credit.

13.3.3 The Applicant shall not be entitled to a credit for the actual cost of the Non-TIF intersection improvements identified in Section 13.5 or the Other off-site improvements identified in Section 13.6 against the Project's TIF Obligation.

13.3.4 The transportation improvements shall include all near term intersection improvements identified below. Prior to recording the final map for each respective phase, Applicant shall enter into an improvement agreement with the City memorializing the terms for performance, construction, and completion of the transportation improvements associated with that respective phase.

13.4 TIF In Lieu Improvements:

13.4.1 **Ravenswood Avenue & Middlefield Road** - The modification for this intersection includes removal of the eastbound right turn channelized island on Ravenswood Avenue and reconfiguration of the corner to maintain a right turn pocket. The improvements include extension of the shared bike and pedestrian path along the Project's frontage and a bicycle lane. The traffic signal will be modified to incorporate a bike signal and improvements for bicycles turning left onto Ravenswood Avenue. Reconfiguration of intersection shall ensure proper drainage and consider grading, green infrastructure, etc.

13.4.1.1 Simultaneous with the submittal of the final map for Phase 1B, the Applicant shall submit complete plans for these improvements. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review and approval by the Public Works Director or designee. The Applicant shall construct the improvements prior to the first occupancy of Building R3 or TH 2, whichever comes first.

13.4.2 **Ravenswood Avenue Green Infrastructure** - Green infrastructure at the intersection of Ravenswood Avenue and Middlefield Road shall treat runoff from the public street rights-of-way. Sizing and design shall conform to the San Mateo Countywide Water Pollution Prevention Program design templates and technical guidance, and shall be subject to approval by the Engineering Division. This improvement shall be constructed as part of the improvements described in 13.4.1.

13.4.3 **Middlefield Road and Ringwood Avenue** - The intersection improvements consist of changing the east/west phasing on Ringwood Avenue from permitted to split phasing and removal of channelized right turn islands. The design shall include appropriate pedestrian and bicycle accommodation at this intersection including pedestrian countdown timers, Americans with Disabilities Act (ADA) compliant curbs, and bicycle detection loops. Simultaneous with the submittal of the final map for Phase 1B, the Applicant shall submit complete plans for these improvements. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. The Applicant shall construct the improvements prior to first occupancy of the Building R3, TH 2 or the first office building, whichever comes first.

13.5 Non-TIF intersection improvements

13.5.1 **Middlefield Road and Seminary Drive** – Design and construct a new traffic signal and provide appropriate pedestrian and bicycle accommodation at this intersection. The Seminary Drive approach should be striped with one left-turn lane and one right-turn lane. The signal should include protected north/south phasing on Middlefield Road and split east/west phasing on Seminary Drive, pedestrian countdown timers, Americans with Disabilities Act (ADA) compliant curbs, bicycle detection loops and forced turn islands to restrict through movements on Seminary Drive. The northbound left-turn storage on Middlefield Road should be extended to 325 feet. Simultaneous with the submittal of the final map for Phase 2, the Applicant shall submit complete plans for these improvements. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, green infrastructure, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. The Applicant shall construct the improvements prior to the first occupancy of the first office building.

13.5.2 **Seminary Drive** – The applicant shall construct Option 2 (shown on Sheet C3.4 of the Master Plan) of the Seminary Drive alignment that provides a three-lane width cross-section with a sidewalk along on the south side and removal of the existing median island. The Public Works Director or designee, may include other minor geometry changes within the City right of way, or opt to require construction of Option 1 (also shown on Sheet C3.4 of the Master Plan).

13.5.2.1 Simultaneous with the submittal of the first final map for the office component, the Applicant shall submit complete plans for Option 2 unless otherwise directed by the City. The Applicant shall make a good faith effort to coordinate access modifications and relocation of improvements that benefit neighboring property owners to limit impacts. At its sole discretion, the City shall determine whether to move forward with Option 2 or Option 1 and compel the Applicant to remove any encroachments within the City's right-of-way necessary to implement the necessary improvements. The City may select modifications of either option based on existing encroachments and access to neighboring properties. The complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, grind and overlay, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. The Applicant shall construct the improvements prior to the first occupancy of the first office building.

13.5.3 **Ravenswood Avenue Corridor** – Design and install a two-way left-turn lane along Ravenswood Avenue between the proposed project driveway at W First Street and Laurel Street. This design should maintain the buffered bike lanes on Ravenswood Avenue.

13.5.3.1 Simultaneous with the submittal of the first final map for Phase 1A, the Applicant shall submit complete plans for both a portion of these improvements up to 200 feet east of the West Loop Driveway and Ravenswood Avenue and the full length of Ravenswood Avenue. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. The Applicant shall construct the Phase 1A improvements (partial improvements) prior to the first occupancy of either Building R1 or R2, whichever comes first. The remaining improvements (i.e., extending the two-way left-turn lane beyond the initial 200') shall be completed prior to first occupancy of Building R3 or TH 2, whichever comes first.

13.5.4 **Laurel Street and Ravenswood Avenue** - Add dashed green bicycle treatment along Laurel Street across the intersection with Ravenswood Avenue.

13.5.4.1 Simultaneous with the submittal of the first final map for Phase 1A, the Applicant shall submit complete plans

showing dashed green bicycle treatment along Laurel Street across the intersection with Ravenswood Avenue.

13.6 Other off-site improvements

13.6.1 **Willow Road & Hospital Plaza/Durham Street** – Restripe southbound Hospital Plaza approach to include 1 left-turn and 1 shared through-right lane and change the north/south phasing on Hospital Plaza/Durham Street to protected phasing. Excess space on the Hospital Plaza shall be striped with chevrons. Modify the traffic signal to operate north/south legs with protected phasing instead of split phasing. This improvement is not included in the City's TIF program.

13.6.1.1 Simultaneous with the submittal of a complete building permit application for the first office building, the Applicant shall submit complete plans for this improvement. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, utility relocations tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. Upon obtaining approval from the Director of Public Works or designee, and the Applicant shall construct the improvements prior to first certificate of occupancy for the first office building.

14. ON-SITE IMPROVEMENTS (BACKBONE INFRASTRUCTURE)

14.1 Prior to recording a final map for any given phase, the Applicant shall prepare and submit for City approval improvement plans for all main project site-serving improvements for the phase contemplated in the map. These shall include mass grading, utilities, on-site circulation improvements (including roadways and intersection improvements), and public realm landscaping and street furnishings. Improvement plans shall be substantially consistent with the Vesting Tentative Map and the Conceptual Plans and the general requirements as summarized in this section of the CDP. These improvements may be memorialized through a public improvement agreement/subdivision improvement agreement associated with the final map for the Project and implemented in phases as determined by the Public Works Director.

14.1.1 Improvement plans shall include, at a minimum, specifications, engineer's cost estimates (as necessary for public improvements), and all engineering calculations necessary to substantiate the design of the following improvements: proposed roadways, drainage improvements, utilities, traffic control devices, required retaining walls, sanitary sewers, stormwater conveyance improvements, pump/lift stations (if any), street lighting, landscaping, and other project-related improvements. All public improvements shall be designed and constructed to the satisfaction of the Engineering Division. Improvement plans shall also include the following components:

- Existing Topography (NAVD 88')
- Demolition Plan (if necessary)
- Site Plan (including easement dedications, if applicable)

- Construction Parking Plan
- Grading and Drainage Plan
- Utility Plan
- Off-site Improvement Plan
- Erosion Control Plan
- Tree Protection Plan
- Planting and Irrigation Plan
- Construction Details (including references to City Standards and civil details)

14.2 Required Improvements The following improvements are required for the Project and are enumerated using the conceptual phasing plan from the VTM and Master Plan plan set. The Applicant may propose an alternate phasing plan, provided the phased site improvements are designed and constructed to adequately serve the alternate phasing plan (i.e., the necessary improvements shall be designed to serve a specific building before building permit issuance and shall be constructed and operable before the granting of the associated building's first occupancy), subject to review and approval by the Public Works Director and Community Development Director.

14.2.1 Phase 1A (Lot 4 – R1 and Lot 5 – R2)

14.2.1.1 Demolition and Site Preparation:

- Phase 1A shall begin with site preparation and demolition activities necessary for Buildings R1 and R2.
- Demolition of the substation within Lot 4 could be deferred to ensure SRI's continuous operations in Buildings P, S, and T, subject to review and approval of the City's Building Official and Public Works Director. The substation shall be demolished before vertical construction of Building R1 can begin.

14.2.1.2 Onsite Improvements:

- The Loop Road shall be constructed running through the site between Buildings R1/R2, the future TH1 site, and Buildings P, extending to Buildings S and T. Surface improvements, including an interim parking lot, utility installation, and stormwater control (C.3 bioretention basin southeast of TH1), shall also be included in Phase 1A.

14.2.2 Phase 1B (Lot 7 – R3, Lot 8 – TH2, Lot 9 – Recreational Park, Lots 6 and 10-28 – TH1)

14.2.2.1 Onsite Improvements:

- The Loop Road shall be extended to Lot 9, Lot 8, and Lot 7, connecting to Ravenswood Avenue at two locations and Ringwood Avenue via existing 30' IEE and PUE. All necessary surface improvements and utilities shall be constructed as part of this phase.

- Internal infrastructure (EVAE, PAE, PSE) shall be constructed to service all associated lots within this phase, except for the non-residential components.

14.2.3 Nonresidential Phases (Lot 1 and Lots 29-37)

14.2.3.1 Onsite Improvements:

- Onsite improvements shall involve completing utilities under the remaining Loop Road, including domestic and fire water, joint trench, sanitary sewer, and storm drain. The Loop Road and EVA roads shall be paved, and permanent infrastructure (curb, gutter, sidewalks, street lighting) shall be installed. Pads for commercial and parking structures shall be constructed, followed by foundations and building structures. Site work shall include bioretention ponds, bike and walking paths, and landscaping, including the "Parkline Central Commons."

15. PROJECT SPECIFIC CONDITIONS – OPERATING RULES FOR PUBLICLY ACCESSIBLE OPEN SPACE

- 15.1 Prior to opening the Publicly Accessible Open Space or any portion thereof to the public, the Property Owner or Owners' Association, as applicable, shall prepare reasonable rules and restrictions regarding the public's access to and use of the Publicly Accessible Open Space (or portion thereof) per the requirements of this CDP, subject to review and approval of the Directors of Community Development and Public Works, City Manager or their designee, and City Attorney ("Operating Rules"). The Operating Rules may include, without limitation, provisions such as: (a) permitting the Property Owner or Owners' Association, as applicable, to reasonably restrict or prohibit public access and use as reasonably necessary to (i) ensure security of the Project Site and persons or property within or around the Project Site and (ii) preclude activities that unreasonably disrupt non-public uses in the Project; (b) providing exclusive use by Property Owner for a specified number of private events; and (c) providing terms of use for community use of the Publicly Accessible Open Space.

16. GENERAL CONDITIONS

- 16.1 City Fees: Applicant shall pay all outstanding fees associated with processing any application upon receipt of the final invoice. Prior to future building permit issuance or such later date as required by applicable law, the Applicant shall pay all applicable Public Works and Community Development fees in accordance with the City's Master Fee Schedule.
- 16.2 School Impact Fee: Prior to issuance of each building permit, the Property Owner shall pay the applicable School Impact Fee for the building in effect at the time of payment and submit documentation of payment to the Building Division prior to issuance of each building permit.

- 16.3 Menlo Park Municipal Water: The Property Owner shall comply with all requirements of Menlo Park Municipal Water that are directly applicable to the Project and document compliance prior to issuance of each building permit.
- 16.4 Leadership in Energy and Environmental Design: The Applicant shall design and certify buildings greater than 25,000 square feet in size for LEED Gold and buildings between 10,000 and 25,000 square feet in size for LEED Silver, in accordance with Zoning Table 16.35.110(2)(B). Buildings on the Project Site of less than 10,000 sf would not be certified under LEED. Each building shall be certified within one year of first Certificate of Occupancy and documentation shall be provided to the Planning Division. At its discretion, the Applicant may certify buildings less than 25,000 square feet in size for LEED Gold. The Applicant shall not use an equivalency process and all applicable buildings must be LEED certified.
- 16.5 The City has approved this CDP in conjunction with a Development Agreement. During the term of the Development Agreement, this CDP shall be subject to the terms and conditions of the Development Agreement and, in the event of a conflict, the terms and conditions of the Development Agreement shall prevail.
- 16.6 Covenants Run with the Land: All of the conditions contained in this CDP shall run with the land comprising the Project Site and shall be binding upon, and shall inure to the benefit of the Applicant and its heirs, successors, assigns, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this CDP. Upon transfer, sale, or assignment of all or any portion of the Project Site, the Applicant shall be released from its obligations pursuant to this CDP with regard to the transferred, sold, or assigned property that arise or accrue subsequent to the effective date of the transfer, sale and/or assignment.
- 16.7 Severability: If any condition of this CDP, or any part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such condition, or part hereof, shall be deemed severable from the remaining conditions of this CDP and shall in no way affect the validity of the remaining conditions hereof. Notwithstanding the foregoing, in the event that any provision of this CDP is found to be unenforceable, void or voidable which materially impairs Applicant's ability to construct the Project, and Applicant has not undertaken construction of any portion of the Project in reliance on this CDP, then Applicant may terminate this CDP upon providing written notice to the City.
- 16.8 Indemnification: The Applicant and successors and assigns shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval; provided, however, that the Applicant's or successors' and assigns' duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the Applicant and successor and assigns of any said claim,

action, or proceeding and the City's full cooperation in the Applicant's or successors' or assigns' defense of said claims, actions or proceedings. In the event of a conflict between this indemnification language and the indemnification language included in the Development Agreement, the Development Agreement shall control. This indemnification language shall only control in the event the Development Agreement is no longer in effect.

- 16.9 Exhibits: The exhibits referred to herein are deemed incorporated into this CDP in their entirety.

EXHIBITS

Exhibit A: Legal Description
Exhibit B: Plat Map
Exhibit C: Glossary of Supporting Documents
Exhibit D: Design Standards
Exhibit E: TDM Plan
Exhibit F: TDM Monitoring Plan
Exhibit G: Mitigation Monitoring and Reporting Program
Exhibit H: Arborist Report

DRAFT: Parkline Development Regulations and Design Standards (July 2025)¹²**Residential**

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Minimum lot dimensions	Minimum size of a lot calculated using lot lines.	100 feet width 100 feet depth	20 feet width 45 feet depth	30 feet width 60 feet depth	There are no minimum lot sizes if minimum dimensions are met.
Minimum setback at Public streets	Minimum linear feet building can be sited from property line adjacent to street.	30 feet, with 20 feet permitted as measured diagonally from the 77.7-foot segment of the property line adjacent to the intersection of Ravenswood Avenue and Middlefield Road	20 feet	10 feet	Setbacks taken from property line or edge of access easements inclusive of typical frontage improvements. The detached multi-use pathways along Laurel Street and Ravenswood Avenue may be located within the minimum setback.
Maximum setback at Public streets	Maximum linear feet building can be sited from property line adjacent to street.	Does not apply	Does not apply	30 feet	Setbacks taken from property line or edge of access easements inclusive of typical frontage improvements.

¹ The intent behind the Parkline Development Regulations and Design Standards is to help inform future conditions in the CDP by identifying details that are consistent with the proposed Parkline Project and include both residential and commercial standards. Regulations/Design Standards are objective standards that projects within a project site or master plan area shall meet, generally without exception, unless a requested design modification is approved through a use permit during the architectural control review process.

²Unless otherwise noted in the Parkline Development Regulations and Design Standards, the regulations of the Menlo Park Municipal Code and C-1-S zoning district apply.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Minimum setback at Private streets and publicly accessible bicycle/ pedestrian pathways	Minimum linear feet building can be sited from property line adjacent to street.	10 feet	10 feet	10 feet	<p>Setback from edge of public access easement.</p> <p>Private streets internal to the project site are subject to this requirement³.</p> <p>Private streets that function as shared driveways for parking access or parking courts shall not be subject to a setback to the building line for attached or detached townhome units; except when a unit's main entry door faces the Private street, a 10 foot setback is required.</p>
Minimum interior side setbacks	Minimum linear feet building can be sited from interior property lines.	10 feet	0 feet	4 feet	<p>Standard is for setbacks from parcels within the Parkline project site.</p> <p>Adjoining podium decks are permitted with no interior side setback requirement.</p>

³ Private streets, including the Loop Road, are access roads with a public access easement inclusive of all vehicle, pedestrian, and bicycle infrastructure.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Minimum interior rear setbacks	Minimum linear feet building can be sited from interior property lines.	10 feet	0 feet	10 feet	Standard is for setbacks from parcels within the Parkline project site.
Minimum side and rear setbacks from adjacent off-site parcels	Minimum setback from parcels adjacent to the Parkline project site	20 feet	20 feet	20 feet	Minimum 10-foot deep landscape planting zone required along property lines adjacent to off-site parcels.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Height	<p>Height is defined in MPMC Section 16.04.330.</p> <p>Height is regulated by the C-1-S zoning district, unless otherwise regulated by these standards, and does not include roof-mounted equipment and utilities.</p>	Maximum height: 75 feet	Maximum height: 40 feet	Maximum height: 35 feet	<p>A parapet used to screen mechanical equipment may exceed the maximum height up to 14 feet if setback a minimum 15 feet from building façade. If less than 15 feet from façade, maximum height is 4 feet.</p> <p>Mansard or pitched roof forms are considered a parapet for the purpose of mechanical screening or enclosing usable roof decks and are subject to allowed height exceedance described above and based on the use of the area to be screened.</p> <p>Parapets or railings at usable roof decks may exceed height limit by 4 feet.</p>

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Frontage Landscaping	The percentage of the setback area devoted to landscaping, ground cover, and vegetation. Trees may or may not be within the landscaped area. For this requirement, the setback area is the area between the property line or Private street and the face of the building.	Minimum of 40%	Minimum of 25%	Minimum of 50%	<p>Setback areas adjacent to active ground floor uses, including lobbies, retail, and eating and drinking establishments where decorative hardscape plazas, or entry walks occur are considered frontage landscaping for purposes of this standard.</p> <p>Where enhanced bicycle and pedestrian facilities (e.g., multiuse pathways along Laurel Street and Ravenswood Avenue) beyond standard frontage improvements occur, the facility is considered frontage landscaping for purposes of this standard.</p> <p>(For Parkline project, the internal Loop Road is considered a Private street for this regulation)</p>

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Usable Roof Terrace	If included roof terraces for residents shall be at least 600 square feet in size and 20 feet in minimum dimensions.	Standard Applies	Does not apply	Does not apply	<p>If included, the space must be designed to be usable to residents for gathering, relaxation, or reflection with amenities which could include seating, food preparation equipment, sun-shading devices, and decorative landscape.</p> <p>The space may be used to meet the Minimum common open space requirement (MPMC 16.35.080(3)). If provided and compliant with the size and dimension requirements, the roof terrace may be counted as 1.5 square feet per 1 square foot provided toward the Common Open Space requirement.</p>

<p>Massing Step-Back</p> <p>(Above Four-Story Tall Building Base Height)</p>	<p>The minimum distance a building's upper story (stories) must be set back above the fourth beyond the face of the first story (i.e., at or above the 5th floor level).</p>	<p>5-story buildings require a 3-foot stepback at the 5th floor level for 75% of facade width at building sides facing a Public street. Buildings more than 5 stories require a 10-foot stepback at the 5th floor level for 75% of facade width on all building sides.</p> <p>The Ravenswood Avenue frontage for R1 shall meet the following standards:</p> <p>If building is set back 40 feet from the property line, no stepback is required.</p> <p>If any portion of the building is sited within 40 feet of the property line, that portion of the façade shall include a stepback at the 5th floor or in lieu of a stepback,</p>	<p>NA</p>	<p>NA</p>	<p>A maximum of 25% of the building face along each applicable side of the building is excepted from this standard for the purpose of allowing architectural variation.</p> <p>Projecting window bays not exceeding 2 feet in depth and 8 feet width and minimum 50% glazed may extend into Massing Step-Back if the setback is 10-feet (i.e., not applicable to a 3 foot stepback), but for no more than 25% of wall face above the fourth level.</p> <p>Pitched roofs at the fourth level from 3:12 to 12:12 with low eaves at the primary façade back to the recessed building wall up to four (4) feet in height may be located in the Massing Step-Back.</p> <p>Open railings not exceeding four (4) feet in height may be located in the Massing Step-Back.</p> <p>Open trellis structures no more than one-story in height and limited to posts, beams, and awnings or open frame</p>
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Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
		<p>shall include one or more of the following architectural features: prominent balconies that extend for 75% of the length of the façade and are integrated into the roofline of the structure, differentiation in materials, or colors from the lower levels.</p> <p>If the building façade is greater than 5 stories and sited within 40 feet of the property line, the 10-foot setback at the 5th floor shall apply.</p>			trellises may extend into the Massing Step-Back.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Projections	<p>The maximum depth of allowable building projections, such as balconies or bay windows, into the required setback for portions of the building at or above the second floor.</p> <p>(Note: Building projections not required)</p>	5 feet	3 feet	2 feet	<p>The surface area of allowed building projections, including areas defined by railings or covered porches shall not exceed 35% of each primary façade upon which the projections extend from. The wall area of projections enclosing interior space must be at least 50% glazed. Building projections may not extend into the minimum side and rear setback from adjacent parcels (i.e. parcels not included in the Parkline project).</p>

Major Building Modulations	A major modulation is a break in the building plane (defined as a recess, offset wall plane, or projecting form) extending from the ground level to at least the top of the building's height that provides visual variety, reduces large building volumes, and/or provides spaces for entryways and publicly accessible spaces.	<p>Minimum of one recess or projection of at least 20 feet wide by 8 feet deep per building side exceeding 100 feet for facades facing a Public street.</p> <p>Minimum of one recess or projection of at least 20 feet wide by 8 feet deep per building side exceeding 200 feet per building side facing a Private Street or publicly accessible open space.</p> <p>(Where a building side facing a Public street exceeds 200 feet a second major modulation is required and where a building side facing a Private street or publicly accessible open space exceeds 300 feet a second</p>	Does not apply	Does not apply	<p>Modulation is required on the building facade(s) facing publicly accessible spaces (e.g., Public streets, Private streets, and publicly accessible open space).</p> <p>A recessed building modulation (set in from a primary facade plane) must be open to the sky above except for normal depth eaves. Walls, soffits, balconies, window bays, etc. cannot encroach on the recess, with the exception of a canopy set completely within the bay at the ground level at a building entrance.</p> <p>Long term parking is not allowed in the modulation recess, but pick up and drop off areas are allowed.</p> <p>Building step-backs are not required at major building modulations, as the entire vertical height of buildings are already stepped back from the primary façade.</p>
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Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
		major modulation is required.)			
Building Entrances	The minimum ratio of entrances to building length along a Public street, Private street, or publicly accessible open space.	One entrance every 200 feet of building length along a Public street, Private street, or Paseo (pedestrian and/or bicycle path). A minimum of one entrance is required on each applicable façade.			Entrances at a building corner may be used to satisfy this requirement for both frontages. Entrances do not need to be into lobbies and can include secondary entrances usable by residents of the building.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Ground Floor Transparency	The minimum percentage of the ground floor façade at each building side facing a Public street, Private street, or publicly accessible open space that must provide visual transparency, such as clear-glass windows, doors, or non-glazed openings as measured between the first and second floor level (or eave level if single story).	25%	Does not apply	Does not apply	<p>This standard shall apply to each ground floor façade regardless of the building use at the location of the façade.</p> <p>Opaque or mirrored glass shall not count as transparent glazing.</p> <p>Screens or grates (e.g., at parking garage entries or into courtyards) more than 50% solid shall not count as transparent).</p>
Minimum Ground Floor Height Along Street Frontage	The minimum height between the ground-level finished floor to the second-level finished floor along the street (both Public and Private streets).	10 feet	10 feet	10 feet	Internal Private streets (e.g. public access easements in parking courts or driveways) that provide sole access to a building shall be considered a street frontage for this requirement.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Garage Entrances	Width of garage entry/door along Public and Private street frontage.	Maximum 12-foot opening for one-way entrance; maximum 24-foot opening for two-way entrance	Maximum 8-foot opening for single-car garage; maximum 16-foot opening for two-car garage	Maximum 8-foot opening for one-car garage; maximum 16-foot opening for two-car garage	Garage entrances must be separated by a minimum of 100 feet to ensure all entrances/exits are not grouped together or resulting in an entire stretch of sidewalk unsafe and undesirable for pedestrians. Dwelling units/buildings with garages attached to units are excepted from this requirement.
Garage/ Parking Structure Location and Screening	Location of above grade garages/structured parking relative to Public streets and screening	Other than garage entrances, above grade garages/ parking structures shall not face a Public street and shall be shielded from public view by the primary building, portion thereof, or similar condition	Collective garage structures or individual unit garage doors shall not face a Public street	Individual unit garage doors shall not face a Public street	Exterior lighting fixtures shall use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky Lighting in parking garages shall be screened and controlled so as not to disturb surrounding properties, but shall ensure adequate public security

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Structured Parking Garages	Vehicular parking access, location, and design for structured parking.	<p>Shared entrances to parking for nonresidential and residential uses shall be used where possible.</p> <p>Loading docks shall be located on local or interior access streets and to the rear of buildings.</p> <p>Aboveground garages shall be screened (with perforated walls, vertical elements, landscaping or materials that provide visual interest at the pedestrian scale) or located behind buildings that are along Public streets.</p>	Does not apply	Does not apply	

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Surface Parking	Location and screening requirements for surface parking.	Surface parking lots shall be buffered from adjacent buildings by a minimum six (6) feet of paved pathway and/or landscaped area and shall be screened with landscaping features such as trees, planters, and vegetation.	Does not apply	Does not apply	Surface parking lots shall be planted with at least one (1) tree with a minimum size of a twenty-four (24) inch box for every eight (8) parking spaces. Required plantings may be grouped where carports with solar panels are provided.
Awnings, Signs, and Canopies	The maximum depth of awnings, signs, and canopies that project horizontally from the face of the building.	6 feet	6 feet	6 feet	Horizontal projections shall not extend into the public right-of-way. A minimum vertical clearance of 8 feet from finished grade to the bottom of the projection is required.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Trash, Storage, Utility Equipment and Enclosures	Regulations for location, screening, and appearance.	<p>Trash and storage shall be enclosed and attractively screened from public view.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	<p>Trash and storage shall be enclosed and attractively screened from public view.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	<p>Trash and storage shall be enclosed and attractively screened from public view.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	For the Attached and Detached Townhomes, if common trash enclosures are not used, sufficient space shall be provided in the unit's garage to accommodate three stream trash bins (trash, recycling, and compost). This space shall be located outside the required minimum dimensions for a covered parking space.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Massing and Height Variation	Building façade height variation (offsets) at eaves/roof edges.	Each building side facing a Public street, Private street, or publicly accessible open space shall have a façade height variation at the upper eave or parapet of at least four (4) feet; or alternatively, stepped massing of one level or more across the façade. Facades wider than 200 feet shall incorporate at least two height offsets.	Each building side more than 50 feet in length facing a pedestrian pathway or Public or Private Street, shall provide variation of height at the eave or roofline of at least (4) feet. This can be achieved by alternating height between units, by providing staggered units in plan, providing roof type variation, or by creating massing step backs. The intent of the standard is to provide a varied and dynamic skyline.	NA	Stepped massing at the façade shall mean an offset of at least one floor level at a primary façade/building form (e.g., a 4-story wall plane with roof abuts a 5-story wall plane with roof)

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Primary Entrance	A primary entrance is the main public entrance to the building.	The primary entry shall be into a prominent entry lobby or central courtyard and shall have a glazed multi-door/window opening	NA	NA	<p>At least one Primary Entrance is required and shall be accessed from the Public street façade.</p> <p>The Primary Entrance to the building shall provide entries, access points or features oriented to the street that are visible from areas accessible by the public and provide visual cues to denote access into the building. For larger residential buildings with shared entries, the main entry shall be through prominent entry lobbies or central courtyards facing the street.</p>

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Stucco	<p>All exterior stucco shall be steel trowel smooth texture or Santa Barbara texture (steel trowel smooth texture with tool marks or open areas).</p> <p>Sand (rubber float applied) or similar textures or rough textures not permitted.</p>	Applies	Applies	Applies	<p>Stucco on the exterior façade shall be limited to no more than 50% of the entire area of an elevation, inclusive of all windows and doors.</p> <p>Where Spanish Revival Architecture is used stucco may exceed 50% of wall surface; however, 10% of all wall surface, excluding doors and windows, shall have a secondary/accent material.</p> <p>Facades completely enclosed within the building (e.g., internal courtyards) are exempt from this requirement.</p>

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Accent Material	Where stucco is used as the primary wall surface material a second/accent wall surface material(s) will be required to equal or exceed 10% of stucco wall surface on exterior building walls. The secondary/accent material(s) should appear at all building sides but proportionally can vary by building side.	Applies	Applies	Applies	Doors, windows, columns, and trim are not considered wall surface materials.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Windows	<p>Residential unit windows/glazed doors shall be recessed at least 2 inches from the wall face to the nearest portion of the window frame.</p> <p>Common area windows/glazed doors shall be recessed at least 4 inches from the wall face to the nearest portion of the window frame.</p> <p>Does not apply to windows facing private or enclosed courtyards that are not visible to Public streets, Private streets, or publicly accessible open spaces.</p>	Applies	Applies	Applies	<p>Where simulated divided light windows are used, windows shall include mullions on the exterior and interior of the glazing and contain internal dividers (spacer bars) between the window panes.</p> <p>In lieu of recessed windows, windows may be flush with the exterior wall if a 2-inch projected exterior window frame is provided for windows at residential units and a 4-inch projected exterior window frame is provided for windows at common areas.</p>
Building Design — Detailing	Detailing at eaves, rakes, parapets, entry and garage doors, porches, wall articulation, railings, building mounted lighting fixtures.	Detailing shall be consistent with the architectural style of the building.	Detailing shall be consistent with the architectural style of the building.	Detailing shall be consistent with the architectural style of the building.	

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Downspouts	On any façade visible from publicly accessible areas, all downspouts shall be concealed within a wall except at/above a leader head.	Applies	Does not apply	Does not apply.	

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Exhaust, Air Intake Vents.	No exterior exhaust, intake, or other vent, louver, or grill shall be placed on any facade plane projecting forward of the primary facade such as at a projecting bay, bay window or projecting balcony enclosure, etc. and no vents shall be placed on primary facade plane at the upper most level of a facade (i.e., vent through roof, or through walls recessed from the primary façade plane or at right angles to the primary facade plane). Vents placed facing down from projecting balconies and bays are exempt from this standard.	Applies	Does not apply	Does not apply	Any vent or similar metal work shall be painted to match the adjacent wall surface.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Rooftop Elements	Location and design, including any prohibition on roof mounted equipment ⁴ .	Rooftop elements such as stair towers, elevator overruns and mechanical equipment screening shall be integrated with the building architecture in form and material or set at least 20 feet back from the façade.	Rooftop elements such as stair towers and mechanical equipment screening shall be integrated with the building architecture in form and material.	No Rooftop mechanical equipment permitted.	All mechanical or similar equipment shall be screened by a parapet or mechanical screening so to not be visible from the ground plane or any building level at or below the roof level on which the equipment sits.
Building Design — Balcony Railings	Railing design for privacy/usability on resident balconies facing public streets, Private streets or publicly accessible open space and when balconies project outboard of the building wall.	A minimum of 50% of balcony railings shall be opaque.	N/A	N/A	Balconies where at least two-thirds of the deck area is recessed behind the building wall are exempt from this requirement.

⁴ Photovoltaic equipment is not considered mechanical equipment.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Building Design — Unit Mix Bedrooms	Percentage of total units across the Parkline project by bedroom count	Studio (10% maximum) 2+ Bedroom (40% minimum) 3+ Bedroom (5% minimum)	2+ Bedroom (100% minimum) 3+ Bedroom (50% minimum)	2+ Bedroom (100% minimum) 3+ Bedroom (50% minimum)	Does not apply to affordable senior housing.
Zoning Parking Vehicular		1.25 spaces maximum per dwelling unit, 0.33 additional guest spaces per dwelling unit maximum	2 spaces maximum per dwelling unit	2 spaces maximum per dwelling unit	No minimum parking requirements on development projects located within a half-mile radius of a major transit stop as required by AB 2097.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
<u>Lighting: “Dark Skies” Guidelines</u>	<p>All exterior lighting (including pathway lighting) shall adhere to the following guidelines:</p> <ul style="list-style-type: none"> • <u>Only on when needed</u> • <u>Only lighting the area that needs it</u> • <u>No brighter than necessary</u> • <u>Minimize blue light emissions (correlated color temperature of 2700 Kelvin or less)</u> • <u>Eliminate upward-directed light</u> 	<u>Applies</u>	<u>Applies</u>	<u>Applies</u>	<p><u>Lighting shall be reviewed for adherence to “Dark Skies” guidelines published by DarkSky International and public/life safety guidelines/standards during architectural control permit review.</u></p> <p><u>Exceptions to “Dark Skies” guidelines may be considered by the Planning Commission through a use permit. Exceptions should be limited to standards that are infeasible due to public/life safety standards and should incorporate alternatives.</u></p>

Nonresidential

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Minimum lot dimensions	Minimum size of a lot calculated using lot lines.	150 feet width 300 feet depth	100 feet width 300 feet depth	100 feet width 200 feet depth	There are no minimum lot sizes if minimum dimensions are met.
Minimum setback from property at Public streets	Minimum linear feet building can be sited from property line adjacent to street.	200 feet	200 feet	200 feet	Setback from Property Line adjacent to Public street.
Minimum setback at Private streets	Minimum linear feet building can be sited from edge of adjacent Private street.	30 feet	10 feet	10 feet	Setback from edge of public access easement (inclusive of typical pedestrian infrastructure e.g., standard sidewalk) Does not apply to existing Buildings P, S, and T but applies to any additions.

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Maximum setback at Private streets	Maximum linear feet building can be sited from adjacent street curb.	120 feet	Does not apply	Does not apply	<p>Setback from edge of public access easement (inclusive of typical pedestrian infrastructure e.g., standard sidewalk)</p> <p>Maximum setbacks for each nonresidential building from the internal Loop Road shall be set by the building-specific architectural control permit, with the goal of maintaining a large central publicly accessible open space ("Parkline Commons") framed by the nonresidential buildings.</p>
Minimum side and rear setbacks from adjacent parcels	Minimum setback from parcels adjacent to the Parkline project site	20 feet (30 feet for structures that exceed 40 feet in height)	20 feet (30 feet for structures that exceed 40 feet in height)	20 feet (30 feet for structures that exceed 40 feet in height)	<p>Utility/trash enclosure/pad and one-story structures may extend ten (10) feet into a side or rear setback adjacent to other parcels.</p> <p>Other parcels refers to non-Parkline project site parcels.</p> <p>Minimum 20-foot setback depth for a landscape planting zone for all screening landscape along Parkline masterplan project edge where nearest primary building façade exceeds 40 feet in height.</p>
Minimum interior setbacks	Minimum linear feet building can be sited from interior property lines.	0 feet	0 feet	0 feet	<p>Standard is for setbacks from parcels within the Parkline project site.</p> <p>Exclude Utility/ trash enclosure/ pad</p>

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Minimum setbacks between buildings	Minimum linear feet building can be sited from adjacent buildings within the Parkline project site.	50 feet	50 feet (Does not apply to amenity building adjacent to parking structure.)	50 feet (Does not apply to parking structure adjacent to amenity building.)	Exclude utility/ trash enclosure/ pads

Height	<p>Height is defined in MPMC Section 16.04.330.</p> <p>Height is regulated by the C-1-S zoning district, unless otherwise regulated by these standards, and does not include roof-mounted equipment and utilities.</p>	Maximum Height: 95 feet	Maximum Height: 70 feet	Maximum Height: 55 feet	<p>A parapet used to screen mechanical equipment may exceed the maximum height but not beyond the maximum height permitted for mechanical equipment as described below.</p> <p>Rooftop structures at office/R&D buildings may exceed the designed roof height of the building by the amounts specified below:</p> <ol style="list-style-type: none"> 1) rooftop stair and elevator towers/overruns 14 feet if within 30 feet of façade, otherwise 20 feet (may exceed the maximum height limit); and 2) mechanical equipment, penthouse equipment rooms, and mechanical screening 20 feet but must be set back at least 20 feet from façade if taller than building parapet. May extend to 25 feet if 40 feet back from façade (may exceed the maximum height limit). <p>Rooftop structures at parking garages may exceed the designed roof level of the structure by the amounts specified below:</p> <ol style="list-style-type: none"> 1) stair and elevator towers 14 feet (may exceed the maximum height); and
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Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
					2) rooftop sunshades/canopies or solar panels with support roofing 14 feet but must be setback at least 15 feet from the façade (may not exceed the maximum height).
Frontage Landscaping	The percentage of the setback area devoted to landscaping, ground cover and vegetation. Trees may or may not be within the landscaped area. For this requirement, the setback area is the area between the property line at the Public street or edge of public access easement for a Private street and the face of the building.	Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage.	Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage.	Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage.	<p>Setback areas adjacent to active ground floor uses, including lobbies, retail, and eating and drinking establishments with decorative hardscape paving for plazas, entry walkways, are considered frontage landscaping for purposes of this standard.</p> <p>Where enhanced bicycle and pedestrian facilities beyond standard frontage improvements occur (e.g., multiuse pathways), the facility is considered frontage landscaping for purposes of this standard.</p> <p>(Note: For Parkline, the Loop Road would be considered a Private street for this regulation)</p>
Surface Parking Along Street Frontage	Surface parking may be located along a Public or Private street if setback appropriately.	20 feet for Public streets; 5 feet for Private streets	20 feet for Public streets; 5 feet for Private streets	20 feet for Public streets; 5 feet for Private streets	A maximum of 35% of the linear frontage of building adjacent to the street is allowed to be used for off-street surface parking. Surface parking must meet the minimum required setbacks.

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Building Projections	The maximum depth and percentage of allowable building projections, such as balconies or bay windows, from the required setback (e.g., setback between nonresidential buildings, setback from Public and Private street) for portions of the building above the ground floor.	5 feet into a setback but no maximum projection depth if not into a setback.	5 feet into a setback but no maximum depth if not into a setback.	5 feet into a setback but no maximum depth if not into a setback.	<p>Building projections shall not be required.</p> <p>The surface area of allowed building projections shall not exceed 35% of each primary façade upon which the projections extend from. Surface area of unenclosed projections is measured by amount of opaque materials that make up the elevation of the projection. The wall area of projections enclosing interior space must be at least 75% glazed.</p>

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Building Modulations	A building modulation is a break in the building plane from the ground level to the top of the building that provides visual variety, reduces large building volumes and provides spaces for entryways and publicly accessible spaces.	One recess or extension of 15 feet wide by 10 feet deep for every 200 feet with a minimum of one per façade.	See Articulation Requirement	One recess of 15 feet wide by 10 feet deep for every 200 feet with a minimum of one per façade.	<p>Modulation is required on the building facade(s) facing publicly accessible spaces (streets, open space, and Paseos). Parking is not allowed in the modulation recess. When more than 50% of an existing building facade that faces a publicly accessible space is altered, it must comply with these modulation requirements.</p> <p>Building modulations shall be accompanied by a change in building material, glazing patterns, and color as well as a 4-foot minimum height offset at the façade edge from the adjacent portion of the structure. Horizontal canopies or sunshades may be placed within a recessed modulation with entry canopies extending up to 7 feet from the face of the building adjacent the modulation.</p>

Building Form/Façade Articulation	Articulation(s) to the building form vary the treatment of the façade by altering the plane of the façade, its shape material, color, or fenestration to reduce monotony and add visual interest, scale, or character.	Each building façade exceeding 100 feet or greater in width shall have one or more form articulations at least 5 feet in depth (projected or recessed from the primary facade) and covering in total at least 10% of the façade area with distinctive variation in wall shape, material, color, or fenestration pattern from the primary facade.	One recess or projection of 15 feet wide by 2 feet deep (minimum) per façade exceeding 200 feet (2 if façade exceeds 400 feet); applies only to facades facing publicly accessible open spaces, and Public or Private streets or, as an alternative to providing such a recess, the design may use different materials and screening elements to provide façade articulation comparable to a 2 foot recess, subject to Architectural Control approval.	Each building façade exceeding 100 feet or greater in width shall have one or more form articulations at least 5 feet in depth (projected or recessed from the primary facade) and covering in total at least 10% of the façade area with distinctive variation in wall shape, material, color, or fenestration pattern from the primary facade.	Building Form/Façade Articulation shall be a separate requirement from the building modulation requirement.
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Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Building Entrances	The minimum number of entrances along a Public street, Private street, or publicly accessible open space.	One entrance per Public or Private street frontage; one entrance facing publicly accessible open space along the greatest building length.	One entrance per applicable frontage.	One entrance per publicly accessible open space frontage.	Entrances at a building corner may be used to satisfy this requirement for both frontages. Entrances to ground level amenities within the footprint of the building may be counted as an entry to one side. Building entrances (except for garages) shall be marked by distinctive fenestration patterns and a canopy or recess of at least 4 feet deep at entry doors.
Ground Floor Transparency	The minimum percentage of the ground floor facade (finished floor to ceiling) that must provide visual transparency, such as clear-glass windows, doors, etc.	30%	Does not apply	30%	Windows shall not be opaque or mirrored.
Minimum Ground Floor Height	The minimum height between the ground-level finished floor to the second-level finished floor.	15 feet	10 feet	15 feet	

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Garage Entrances (Vehicular Only; Pedestrian Entrances addressed in Building Entrances)	Width of garage entry/door along street frontage.	Maximum 12- foot opening for one-way entrance; maximum 24- foot opening for two-way entrance.	Maximum 12- foot opening for one-way entrance; maximum 24- foot opening for two-way entrance; maximum 36- foot opening for three aisle entrance.	Does not apply	<p>Garage entrances must be separated by a minimum of 100 feet to ensure all entrances/exits are not grouped together or resulting in an entire stretch of sidewalk unsafe and undesirable for pedestrians.</p> <p>Internal Private streets (e.g. public access easements) that provide sole access to a building shall be considered a street frontage for this requirement.</p> <p>Entries to garages shall be clearly identified for all travel modes with such wayfinding feature as clear signage.</p>

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Garage Façade Treatment	Design and material treatment of garage facades	Does not apply	Aboveground garage facades shall be embellished with vertical landscaping, decorative solid or perforated panels, and varied materials and/or colors that provide visual interest for the full height of the facade	Does not apply	Concrete if expressed shall have decorative relief patterns or similar treatments and color additives or stains (non-grey concrete). Solid guardrails or perforated panels shall be used to block headlights at parking spaces, where openings occur.
Awnings, Signs, and Canopies	The maximum depth of awnings, signs, and canopies that project horizontally from the face of the building.	Does not apply	10 feet	Does not apply	Horizontal projections shall not extend into Public and Private streets, and publicly accessible open space. A minimum vertical clearance of 8 feet from finished grade to the bottom of the projection is required.
Exterior Materials — Stucco	Limitations on use and texture of exterior cement plaster (stucco)	50% of façade maximum	50% of façade maximum	50% of façade maximum	All stucco shall be steel trowel smooth texture. Sand (rubber float applied) or similar textures or rough textures not permitted.

<p>Trash, Storage and Utility Enclosures</p>	<p>Restrictions on location and materials</p> <p>A primary building entrance is the main public entrance to the building on any building side where a building entrance is required.</p>	<p>Trash enclosures shall be located at least 60 feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	<p>Trash enclosures shall be located at least 60 feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	<p>Trash enclosures shall be located at least 60 feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p>	<p>Exception to standard: Trash enclosures may be located closer than 60 feet of a primary building entrance provided the enclosure is integrated into the building design with materials and finishes similar to the primary building materials and landscape (i.e., finishes that are near or identical to the finishes of the building such that the enclosures appear as if they part of the building); exposed CMU will not be allowed for purposes of this exception.</p>
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Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
<u>Lighting: “Dark Skies” Guidelines</u>	<p><u>All exterior lighting (including pathway lighting) shall adhere to the following guidelines:</u></p> <ul style="list-style-type: none"> <u>• Only on when needed</u> <u>• Only lighting the area that needs it</u> <u>• No brighter than necessary</u> <u>• Minimize blue light emissions (correlated color temperature of 2700 Kelvin or less)</u> <u>• Eliminate upward-directed light</u> 	<u>Applies</u>	<u>Applies</u>	<u>Applies</u>	<p><u>Lighting shall be reviewed for adherence to “Dark Skies” guidelines published by DarkSky International and public/life safety guidelines/standards during architectural control permit review.</u></p> <p><u>Exceptions to “Dark Skies” guidelines may be considered by the Planning Commission through a use permit. Exceptions should be limited to standards that are infeasible due to public/life safety standards and should incorporate alternatives.</u></p>

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: City Clerk

Exempt from recording fee per
Govt. Code §6103 and 27383

Space Above This Line Reserved for Recorder's Use

DEVELOPMENT AGREEMENT

by and between the

CITY OF MENLO PARK,
a California municipal corporation

and

LPGS MENLO, LLC
a Delaware limited liability company

regarding the

PARKLINE MASTER PLAN PROJECT

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LIST OF EXHIBITS

Exhibit A	Site Map of Property, SRI Property, Buildings P, S & T Property, Church Property
Exhibit B	Legal Description of Property
Exhibit C	Consent of SRI International
Exhibit D	Consent of First Church of Christ, Scientist, Menlo Park, California
Exhibit E	List of Impact Fees
Exhibit F	Parkline Phasing Plan
Exhibit G	Project Site Plan – Full Buildout
Exhibit H	Quimby Act Fees & Credits
Exhibit I	Conceptual Open Space Plan – Phase 1
Exhibit J	Form of Assignment and Assumption Agreement
Exhibit K	Form of PILOT (Payment In Lieu of Taxes) Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) dated for reference purposes as of November 6, 2025, is entered into by and between LPGS MENLO, LLC, a Delaware limited liability company (“**Developer**”), and the CITY OF MENLO PARK, a California municipal corporation (“**City**”). Developer and City are sometimes referred to individually herein as a “**Party**” and collectively as “**Parties**.”

RECITALS

The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Section 1.1 of this Agreement.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted Section 65864 *et seq.* of the Government Code (“**Development Agreement Statute**”) which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement, establishing certain development rights in the subject property.

B. As authorized by the Development Agreement Statute, the City has adopted Resolution No. 4159 adopting regulations establishing procedures and requirements for consideration of development agreements within the City of Menlo Park (“**Development Agreement Regulations**”). The provisions of the Development Agreement Statute and City’s Development Agreement Regulations are collectively referred to herein as the “**Development Agreement Law**.” This Agreement has been drafted and processed pursuant to the Development Agreement Law.

C. SRI International, a California nonprofit public benefit corporation (“**SRI**”), owns real property commonly known as 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Numbers 062-390-660; 062-390-670; 062-390-730; 062-390-760; and 062-390-780 (the “**SRI Property**”).

D. Developer has entered into that certain Ground Lease Option Agreement dated December 10, 2021 (“**Ground Lease Option**”), with SRI regarding the SRI Property, inclusive of a portion of the SRI Property comprising existing Buildings P, S and T (the “**Buildings P, S and T Property**”), located on APN 062-390-730 and a portion of APN 062-390-780, which SRI will continue to utilize.

E. LPGS 201 Ravenswood, LLC, a Delaware limited liability company (“**LPGS 201**”), an affiliate of Developer, has entered into that certain Purchase and Sale Agreement, dated January 30, 2024 (the “**Purchase Agreement**”), with the First Church of Christ, Scientist, Menlo Park, California a California non-profit corporation (“**Church Owner**”) regarding real property adjacent to the SRI Property commonly known as 201 Ravenswood Avenue in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Number 062-390-050 (the “**Church Property**”).

F. The SRI Property, inclusive of the Buildings P, S and T Property, and the Church Property shall be referred to herein collectively as the “**Property**”. The Property, including the outline of the SRI Property, Buildings P, S and T Property, and Church Property, are depicted on the “**Site Map**” attached hereto as Exhibit A. The Property is more particularly described in the legal description attached hereto as Exhibit B.

G. This Agreement concerns the Property which comprises: (i) the SRI Property, owned by SRI, subject to the Ground Lease Option between SRI and Developer, and therefore Developer has an equitable interest in the SRI Property; and (ii) the Church Property, located adjacent to the SRI Property, owned by Church Owner, subject to the Purchase Agreement between Church Owner and LPGS 201, an affiliate entity that Developer controls, and therefore Developer has an equitable interest in the Church Property. Further, SRI has consented to the terms of this Agreement with respect to the SRI Property and Church Owner has consented to the terms of this Agreement with respect to the Church Property, as shown on Exhibit C and Exhibit D, respectively (collectively, the “**Consents**”).

H. Developer applied to City (A) requesting (i) an amendment to the General Plan (“**General Plan**”) Land Use Element and Land Use Map, (ii) an amendment to the zoning ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, (iii) an amendment to the zoning map to apply the newly added C-1-S zoning to the Property, (iv) rezoning the Property to add a Conditional Development (“**X**”) Combining District, and (B) requesting approval of (i) a conditional development permit (“**CDP**”), (ii) a below market rate (“**BMR**”) housing agreement, (iii) a vesting tentative map (“**VTM**”) to subdivide the Property, and (iv) a Development Agreement, all in order to redevelop the Property with: (i) construction of five new office/R&D buildings totaling approximately 1,051,600 square feet (“**SF**”) and one new amenity building of approximately 40,000 SF to replace 35 buildings of approximately the same amount of square footage combined (i.e., approximately 1,093,602 SF) on the SRI Property to be demolished, along with a church and associated facilities on the Church Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which up to thirty one percent (31%) (approximately 251 units) would be affordable housing units; (iii) provision of approximately 3,719 parking spaces (surface spaces and within three parking garages); (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath new public recreational facilities, (vii) provision of publicly accessible open space across the campus, and (viii) related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the “**Proposed Project**”).

I. Pursuant to the California Environmental Quality Act and its associated regulations (Public Resources Code Section 21000 *et seq.* and the CEQA Guidelines at California Code of Regulations, Title 14, Section 15000 *et seq.*) (together and as they may be amended, “**CEQA**”), City conducted environmental review of the Proposed Project and prepared and duly processed an Environmental Impact Report (State Clearinghouse No. 2022120058) (“**Project EIR**”).

J. In response to community feedback regarding the Proposed Project, Developer has proposed to modify the Proposed Project by reducing the amount of new non-residential office/R&D building space to a maximum of 1,000,000 SF, inclusive of the approximately 287,000

SF comprising existing Buildings P, S and T. Accordingly, for purposes of this Agreement, the “**Project**” encompasses: (i) construction of ~~office/R&D and other~~ a maximum of 1,000,000 SF of non-residential uses, consisting of up to 925,000 SF of office, research and development buildings of up to 1,000,000 SF, inclusive of approximately 287,000 SF in existing Buildings P, S and T, which may be replaced in the future as a Modified Project Approval, defined herein, and ~~inclusive of up to 45,000 SF of the balance of non-residential space for commercial amenity or commercial/retail space-uses~~ to replace 35 buildings of approximately 1,093,602 SF on the SRI Property to be demolished, along with demolition of a church and associated facilities on the Church Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which up to thirty one percent (31%) (approximately 251 units) would be affordable housing units; (iii) provision of parking spaces (consisting of surface spaces and spaces within no more than three parking garages) in accordance with the ratios provided in the Zoning Amendments defined in Recital L.3, below; (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath new public recreational facilities, (vii) provision of publicly accessible open space across the campus, and (viii) related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping.

K. This Agreement between City and Developer sets forth, among other things, the applicable fees, policies and zoning requirements that apply to development of the Property and provides Developer with a vested right to develop the Project thereon, as may be modified in accordance with Article 9 herein.

L. Prior to or concurrently with approval of this Agreement, City has taken the following actions in connection with development of the Property (together with this Agreement, the “**Existing Approvals**”).

1. Certification of the Project EIR as adequate under CEQA and adoption of a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the Project EIR (the “**Project MMRP**”), by Resolution No. 6996, adopted by the City Council on September 30, 2025.

2. Approval of amendments to the General Plan Land Use Element and Land Use Map to allow the residential density and non-residential floor area proposed for the Project and to change the land use designation of the Church Property, by Resolution No. 6997, adopted by the City Council on September 30, 2025 (“**General Plan Amendment**”).

3. Approval of Ordinance No. 1125 adopted by the City Council on October 7, 2025, thereby enacting and authorizing the following (collectively, (i), (ii), (iii) and (iv) below, the “**Zoning Amendments**”):

(i) an amendment to the Menlo Park Zoning Ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district;

(ii) an amendment to the Menlo Park Zoning Map to apply the newly added C-1-S zoning to the Property;

(iii) an amendment to the Menlo Park Zoning Map to rezone the Property to add a Conditional Development (“X”) Combining District for the Project; and

(iv) a Conditional Development Permit to authorize the Project (the “**Parkline CDP**”), together with the Project Development Regulations and Design Standards (“**Parkline Guidelines**”) and associated conditions of approval (“**Parkline CDP Conditions**”).

4. Approval of Vesting Tentative Map for the Project to merge and re-subdivide existing parcels on the Property, approve dedication of public rights-of-way, parklands and open space and utility easements, and allow filing of multiple final maps for the Project, by Resolution No. 6998, adopted by the City Council on September 30, 2025 (“**Parkline VTM**”), together with associated conditions of approval (“**Parkline VTM Conditions**”).

5. Approval of the Project Wide Affordable Housing Agreement specifying terms for Developer to provide onsite reduced-cost housing units, by Resolution No. 6999, adopted by the City Council on September 30, 2025 (“**BMR Agreement**”).

6. Approval of this Agreement by Ordinance No. 1126 (the “**Enacting Ordinance**”), adopted by the City Council on October 7, 2025 (the “**Agreement Date**”).

M. City has determined that by entering into this Agreement, City will further the purposes set forth in the Development Agreement Law and City will benefit from the increased range of housing options, employment opportunities, sustainability enhancements, circulation improvements, and open space created by the Project for residents of City.

N. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Existing Approvals and Subsequent Project Approvals, thereby encouraging planning for, investment in, and commitment to use and development of the Property. Continued use and development of the Property will in turn provide substantial employment, tax, and other public benefits to City, and provide for expanded park, recreation and open space facilities for City residents as well as expanded housing opportunities affordable to varying household income levels, which is a critical City need, thereby achieving the goals and purposes for which the Development Agreement Law was enacted.

O. The terms and conditions of this Agreement have undergone review by City staff, the City’s Planning Commission and the City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the Development Agreement Law and the goals, policies, standards, and land use designations specified in the General Plan and, further, the City Council finds that the economic interests of City’s citizens and the public health, safety and welfare will be best served by entering into this Agreement.

P. On August 25, 2025, the Planning Commission, the initial hearing body for purposes of development agreement review, recommended approval of this Agreement to the City Council. Following a duly noticed public hearing, on September 30, 2025, the City Council introduced the Enacting Ordinance and on October 7, 2025 the City Council adopted the Enacting Ordinance.

A G R E E M E N T

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions.

“**Administrative Amendment**” is defined in Section 8.6.

“**Affiliate**” is defined in Section 10.1.

“**Affordable Housing Covenant**” is defined in Section 4.1.B.

“**Affordable Housing Developer**” is defined in Section 5.1.C.

“**Affordable Housing Financing**” is defined in Section 5.1.C.

“**Affordable Housing Land**” is defined in Section 5.1.C.

“**Agreement**” means this Development Agreement.

“**Agreement Date**” means the date of adoption of the Enacting Ordinance as provided in Recital L.6.

“**Applicable City Regulations**” means (a) the permitted uses of the Property, the maximum density and/or total number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions, and requirements for subsequent discretionary actions, the provisions for public improvements, and other terms and conditions of development applicable to the Property as set forth in the Existing Approvals, the General Plan of the City on the Effective Date, the Municipal Code of the City on the Effective Date, and the other ordinances, policies, rules, regulations, guidelines, standards and specifications of the City in effect on the Effective Date; (b) New City Laws that apply to the Property as set forth in Section 3.1, 3.3C, or 3.3D herein; and (c) regulations that apply to the Property as set forth in Section 3.3A and B herein.

“**Applicable Law**” means (a) all State and Federal laws and regulations applicable to the Property and the Project as enacted, adopted and amended from time to time and (b) the Applicable City Regulations.

“**Assignment and Assumption Agreement**” is defined in Section 10.1 and a form thereof attached hereto as Exhibit J.

“**BMR Agreement**” is defined in Recital L.5.

“**BMR Ordinance**” means Menlo Park Municipal Code Chapter 16.96, as it may be amended from time to time.

“**BMR Guidelines**” means the guidelines promulgated and adopted by the City pursuant to the BMR Ordinance, as it may be amended from time to time.

“**BSL**” is an acronym for and means biosafety level.

“**BSL 3 Facility**” is defined in Section 3.11.

“**Buildings P, S and T Property**” is defined in Recital D and depicted on the Site Map attached hereto as Exhibit A.

“**Building Permit**”, when capitalized in this Agreement, means a City-issued building permit for construction (including any permanent elements of the basement above the lowest level basement slab); permits for demolition or grading shall not constitute a Building Permit.

“**CEQA**” is defined in Recital I.

“**Certificate of Occupancy**” means a certificate issued by City evidencing construction completion under a City-issued Building Permit following an approved final inspection of the applicable building, structure or improvements which allows occupancy of the associated building, structure or improvement. For purposes of this Agreement, “Certificate of Occupancy” does not include a Temporary Certificate of Occupancy

“**CFDs**” is defined in Section 4.2.A.

“**CFD Bonds**” is defined in Section 4.2.C.

“**CFD Facilities**” is defined in Section 4.2.B.

“**Changes in the Law**” is defined in Section 3.8.

“**Church Owner**” is defined in Recital E and means the First Church of Christ, Scientist, Menlo Park.

“**Church Property**” is defined in Recital E and depicted on the Site Map attached hereto as Exhibit A.

“**City**” means the City of Menlo Park, a California municipal corporation.

“**City Council**” means the City Council of the City of Menlo Park.

“City Parties” and **“City Party”** are defined in Section 12.17.

“City Shuttle” is defined in Section 5.1.A.

“Claims” means liabilities, obligations, orders, claims, damages, fines, penalties, and expenses, including reasonable attorneys’ fees and costs.

“Commence Construction” or **“Commencement of Construction”** as used in the Parkline Phasing Plan means the issuance of a Building Permit by City for vertical improvements, mobilization of construction equipment and workers on-site, and commencement of actual vertical construction activities thereon (i.e. not just pouring slabs and foundations) under such Building Permit.

“Complete Construction” or **“Completion of Construction”** means the completion of a final inspection by the City of the specified portion of the specified work or Improvement.

“Connection Fees” means those fees charged by City or by a utility provider to utility users as a cost for connecting to water, sanitary sewer and other applicable utilities.

“Consents” are defined in Recital G.

“Control”, “Controlling”, “Controlled”, and “Common Control” are defined in Section 10.1.

“CPI” means Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor or its successors, San Francisco-Oakland-Hayward, All Items (1982-84 = 100), or any successor index thereto designated by the Bureau of Labor Statistics or its successor.

“CPI Adjustment” means an adjustment of each dollar amount that is subject to CPI Adjustment under this Agreement and is made by multiplying the dollar amount being adjusted by the sum of (a) one hundred percent, plus (b) the CPI Increase.

“CPI Increase” means the percentage increase, if any (but not decrease, if any) between the CPI for the calendar month that is three months prior to the effective date of adjustment and the CPI for the calendar month that is fifteen months prior to the effective date of adjustment.

“Default” is defined in Section 11.1.

“Deferred Improvement Agreement” is defined in Section 4.1.B.

“Developer” means LPGS MENLO, LLC, a Delaware limited liability company, and its permitted assignees and successors-in-interest under this Agreement.

“Developer Parties” and **“Developer Party”** are defined in Section 12.17.

“Development Agreement Law” is defined in Recital B.

“Development Agreement Regulations” is defined in Recital B.

“Development Agreement Statute” is defined in Recital A.

“Effective Date” shall be ~~January 1, 2021~~ November 6, 2025, which date is thirty (30) days after the Agreement Date.

“Emergency Water Reservoir” is defined in Section 5.1.D.

“Enacting Ordinance” is defined in Recital L.6.

“Event Area” is defined in Section 5.1.B.

“Exactions” means exactions imposed by City as a condition of developing the Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Project, whether such exactions constitute subdivision improvements, mitigation measures in connection with CEQA review of the Project, or impositions made under Applicable City Regulations. For purposes of this Agreement, Exactions do not include Impact Fees.

“Exemptions” is defined in Section 5.3.

“Existing Approvals” is defined in Recital L.

“Extension Conditions” is defined in Section 2.2A(5).

“Extension Request” is defined in Section 2.2A(5).

“Fair Share” is defined in Section 4.1F.

“Final Approval” means that (i) all applicable appeal periods for the filing of any Litigation Challenge challenging the issuance or effectiveness of any of the Project Approvals, including the Project EIR, or this Agreement shall have expired and no such appeal shall have been filed, or if a Litigation Challenge is filed, the Project Approvals, including the Project EIR, or this Agreement, as applicable, shall have been upheld by a final decision without adverse effect on the applicable Project Approval, including the Project EIR, or this Agreement and the entry of a final judgment, order or ruling upholding the applicable Project Approval, including the Project EIR, or this Agreement; and (ii) if a referendum petition relating to any Project Approval or this Agreement is timely and duly circulated and filed, certified as valid and City holds an election, the date the election results on the ballot measure are certified by City in the manner provided by Applicable City Regulations reflecting the approval by voters of the referenced Project Approval or this Agreement.

“First Certificate of Occupancy” means the first to occur of either (i) City approval of a Temporary Certificate of Occupancy, or (ii) City approval of a Certificate of Occupancy.

“First Extension” is defined in Section 2.2A(2).

“Force Majeure Delay” is defined in Section 2.2C.

“General Plan” means the General Plan of the City of Menlo Park in effect as of the Agreement Date.

“General Plan Amendment” is defined in Recital L.2.

“Government Offices” is defined in Section 2.2C.

“Ground Lease Option” is defined in Recital D.

“Impact Fee Resolutions” means Menlo Park City Council Resolution Nos. 6533 and 5823, and those future Menlo Park City Council Resolutions implementing Impact Fee changes.

“Impact Fees” means monetary fees and impositions or equivalent in-kind obligations, other than taxes and assessments, charged by City in connection with a development project for the purpose of funding or defraying all or a portion of the cost of mitigating the impacts of a development project or the development of the public facilities and services related to a development project and any “fee” as that term is defined by Government Code Section 66000(b), including those fees set forth in Exhibit E. For purposes of this Agreement, a monetary fee or imposition that meets both the definition of an Impact Fee and the definition of an Exaction will be considered an Impact Fee.

“Impact Fee Limitation Period” is defined in Section 4.1A.

“Improvement” means all physical improvements required or permitted to be made under the Existing Approvals or Subsequent Project Approvals.

“Improvement Plans” is defined in Section 3.3B.

“Initial Term” is defined in Section 2.2A(1).

“Insubstantial Amendment” is defined in Section 8.2.

“Local CFD Policies” is defined in Section 4.2.A.

“Litigation Challenge” is defined in Section 9.6B.

“LPGS 201” is defined in Recital E and means LPGS 201 Ravenswood, LLC, a Delaware limited liability company.

“Modified Project Approval” means modification of the Parkline CDP or Parkline VTM sought by Developer during the Initial Term as a result of: (i) a redesign of the Project Site Plan, attached hereto as Exhibit G, to accommodate the reduction of non-residential square footage to a maximum of 1,000,000 SF, consisting of up to 925,000 SF of office, research and development space, inclusive of the existing 287,000 SF in Buildings P, S and T, and ~~any the balance of non-residential space for~~ commercial amenity or ~~retail space~~ commercial/retail uses; or (ii) a redesign of the Project Site Plan to accommodate the cessation of use of Building P or Buildings S and T by SRI and any tenants therein and associated demolition and redevelopment thereof, subject to the Modified Project Approval Conditions; or (iii) a combination of (i) and (ii) above. A Modified Project Approval (a) may include modification of the dimensions and locations of particular project features (e.g. Event Area, Publicly Accessible Restroom), provided that the overall size and intended uses of the features are not reduced thereby, and (b) shall include a modification to the Project Site Plan governed by the Parkline CDP that depicts and details how the 1,000,000 SF of non-residential square footage will be accounted for on the Property.

“Modified Project Approval Conditions” means (i) the changes sought in connection with a Modified Project Approval primarily involve increasing the amount of residential units which shall be subject to compliance with the City’s BMR Ordinance and BMR Guidelines and Applicable Law and shall include no less than six hundred (600) multifamily residential units within the Project; (ii) the amount of any non-residential use proposed or approved as part of such Modified Project Approval shall be no more than 1,000,000 SF, consisting of up to 925,000 SF of office, research and development space, inclusive of the existing 287,000 SF in Buildings P, S and T, and the balance of non-residential space for commercial amenity or commercial/retail uses; (iii) notwithstanding any provision in this Agreement to the contrary, including Section 3.13, all residential and non-residential buildings approved as part of the Modified Project Approval shall comply with Section 16.35.110 of the C-1-S zoning and the Reach Code, as it may be amended from time to time, and shall be all electric; (iv) upon approval of the Modified Project Approval, the amount of non-residential square footage as reflected in the revised Project Site Plan governed by the revised Parkline CDP shall constitute the maximum amount of non-residential SF permitted in the Project; (v) the Modified Project Approval will be subject to review under CEQA and any additionally required City analysis (e.g. Transportation Impact Analysis, Fiscal Impact Analysis, etc.) required by Applicable Law; and (vi) there are no material reductions to the community benefits described in Article 5 of this Agreement being proposed.

“Mortgage” is defined in Section 7.1.

“Mortgagee” is defined in Section 7.1.

“Multifamily Building” or **“Multifamily Residential Units”** have the same meaning as “multiple dwelling” as defined in Menlo Park Municipal Code section 16.04.260.

“Municipal Code” means the Municipal Code of the City of Menlo Park, as it may be amended from time to time.

“New City Laws” means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines or other regulations, which are promulgated or adopted by the City (including but not limited to any City agency, body, department, officer or

employee) or its electorate (through the power of initiative or otherwise) and become effective after the Effective Date.

“**Notice**” is defined in Section 12.5.

“**Offer of Dedication**” is defined in Section 4.1.B.

“**Official Records**” is defined in Section 4.1.B.

“**Operating Memoranda**” is defined in Section 8.6.

“**Optional Shuttle Fee**” is defined in Section 5.1.A.

“**Other Agency Fees**” is defined in Section 4.1E.

“**Other Agency Subsequent Project Approvals**” means Subsequent Project Approvals to be obtained from entities other than City.

“**Park Maintenance Agreement**” is defined in Section 5.1.F.

“**Park Maintenance Fee**” is defined in Section 5.1.F.

“**Park Opening**” is defined in Section 5.1.F.

“**Parkline CDP**” is defined in Recital L.3.(iv).

“**Parkline CDP Conditions**” is defined in Recital L.3.(iv).

“**Parkline Community Benefits**” is defined in Section 5.1.

“**Parkline Guidelines**” is defined in Recital L.3.(iv).

“**Parkline Phasing Plan**” is defined in Section 3.7 and attached hereto as Exhibit F.

“**Parkline Shuttle**” is defined in Section 5.1.A.

“**Parkline VTM**” is defined in Recital L.4.

“**Parkline VTM Conditions**” is defined in Recital L.4.

“**Party**” and “**Parties**” means, respectively, City or Developer individually and City and Developer collectively.

“**PILOT Agreement**” is defined in Section 5.3 and a form thereof attached hereto as Exhibit K.

“**Planning Commission**” means the Planning Commission of the City of Menlo Park.

“POPA Easement Agreement” is defined in Section 4.1.B.

“POPA Use Agreement” is defined in Section 5.1.B.

“Pre-Approved Transfers” are defined in Section 10.1B.

“Prevailing Wage Components” is defined in Section 4.4A.

“Prevailing Wage Laws” is defined in Section 4.4A.

“Processing Fees” means all fees charged on a City-wide basis to cover the cost of City processing of development project applications, including any required supplemental or other further CEQA review, plan checking (time and materials), inspection and monitoring for land use approvals, design review, grading and building permits, fees set forth in the City Master Fee Schedule, and fees for other permits and entitlements required to implement the Project, in each case which are in effect at the time those permits, approvals or entitlements are applied for, which fees are intended to cover the City’s actual and reasonable costs of processing the foregoing, and which are not Impact Fees or Exactions.

“Proposed Project” is defined in Recital H.

“Project” is defined in Recital J.

“Project Approvals” means the Existing Approvals and, when and as approved in accordance with the terms of this Agreement, the Subsequent Project Approvals, as such Project Approvals may be modified or amended.

“Project EIR” is defined in Recital I.

“Project MMRP” is defined in Recital L.1.

“Property” is defined in Recital F, depicted on the Site Map attached hereto as Exhibit A, and more particularly described in the legal description attached hereto as Exhibit B.

“Public Park Parcel” is defined in Section 4.1.B.

“Public Restroom” is defined in Section 5.1.G.

“Public Restroom Access Easement” is defined in Section 5.1.G.

“Purchase Agreement” is defined in Recital E.

“Quimby Act” is defined in Section 4.1.B.

“Quimby Act Fees & Credits” is defined in Section 4.1.B and the table applicable to the Project is attached hereto as Exhibit H.

“Reach Code” means those provisions of the Menlo Park Municipal Code set forth in Chapter 12.16, pursuant to Ordinance No. 1093, as said provisions may be amended.

“Rec-In-Lieu Fees” is defined in Section 4.1.B.

“Recycled Water Easement” is defined in Section 5.1.H.

“Recycled Water Facilities” is defined in Section 5.1.H.

“Replacement Cost” means the expenses required to rebuild a structure to its original size, quality, and functionality, and includes and excludes, the following:

Replacement Cost includes:

- Construction materials and labor: The expenses of materials, supplies, and labor needed to rebuild or repair the structure.
- Overhead and profit: The general contractor's overhead costs and profit margins are factored into the estimate.
- Building code upgrades: The cost to bring the rebuilt structure up to current building codes and regulations.
- Costs associated with rebuilding: The cost of demolition and debris removal costs, permit fees, and professional fees for architects, engineers, or others for design services.
- Site work required for the repair or replacement of landscaping or other improvements anticipated to be damaged or removed in connection with the construction of the building.
- Fees paid for inspection and testing services.

Replacement Cost excludes:

- Land value: Replacement cost does not include the value of the land the building sits on.
- Depreciation: Replacement cost does not deduct for depreciation.
- Site work beyond five feet from the building footprint, including landscaping and other work that is not directly involved in constructing the building itself, except with respect to any site work required for the repair or replacement of landscaping or other improvements anticipated to be damaged or removed in connection with the construction of the building.

“Residential Component” means each residential building, or cluster of residential buildings in the case of the attached and detached townhomes, within the Project, as described in the Phasing Plan attached in Exhibit F. For example, each multifamily apartment building would be considered its own Residential Component.

“Second Extension” is defined in Section 2.2A(2).

“Severe Economic Recession” means a five percent (5%) decline in nonfarm employment from peak nonfarm employment over a period of eighteen (18) months as measured by the Bureau of Labor Statistics Current Employment Statistics (“Statistics”) for the San Francisco-Redwood City-South San Francisco Metropolitan Division. Severe Economic Recession shall commence upon Developers’ notification to the City of the Severe Economic Recession, together with appropriate backup evidence. Severe Economic Recession shall continue prospectively on a quarterly basis and remain in effect until nonfarm employment as measured by the Statistics increases for three (3) successive quarters or surpasses peak nonfarm employment (whichever comes first), provided that the cumulative total Severe Economic Recession shall not exceed forty-eight (48) months. If the Statistics are discontinued, Developer and the City shall

approve a substitute data source that tracks the employment market with as close a geography as possible to the San Francisco-Redwood City-South San Francisco Metropolitan Division.

“**SF**” is defined in Recital H.

“**Shuttle Service**” is defined in Section 5.1.A.

“**Shuttle Service Commencement**” is defined in Section 5.1.A.

“**Shuttle Service Term**” is defined in Section 5.1.A.

“**Site Map**” is defined in Recital F and attached hereto as Exhibit A.

“**Special Tax**” is defined in Section 4.2.D.

“**SRI**” is defined in Recital C and means SRI International, a California nonprofit public benefit corporation.

“**SRI Affiliate**” means a nonprofit Controlled by SRI.

“**SRI Property**” is defined in Recital C and depicted on the Site Map attached hereto as Exhibit A.

“**Subsequent Project Approvals**” is defined in Section 9.1.

“**TDM Plan**” is defined in Section 5.1.A.

“**Temporary Certificate of Occupancy**” means City approval of occupancy or partial occupancy of a building or improvement for up to 180 days or the maximum amount of time as established in the California Building Code in effect at the time of Building Permit application when construction has been substantially completed and no life safety hazards remain as determined by the Building Official.

“**Term**” is defined in Section 2.2.A.

“**Transfer**” is defined in Section 10.1.

“**Transferee**” is defined in Section 10.1.

“**Transferor**” is defined in Section 10.1.

“**Transportation Fee**” is defined in Section 5.1.E.

“**Zoning Amendments**” is defined in Recital L.3.

“**60% AMI Units**” means residential units available and affordable to and occupied by households whose income is no greater than sixty percent (60%) of Area Median Income in accordance with the terms of the BMR Agreement.

ARTICLE 2 EFFECTIVE DATE AND TERM; REPRESENTATIONS AND WARRANTIES

Section 2.1 Effective Date. This Agreement shall become effective upon the Effective Date.

Section 2.2 Term.

A. Term of Agreement. Except as to those obligations that expressly extend beyond the stated Term of this Agreement, the “**Term**” of this Agreement shall commence as of the Effective Date and shall continue for the Initial Term as defined in sub-section (1) below, plus the duration of any City-approved extension as provided in sub-section (2) below, or until earlier terminated by mutual consent of the Parties or as otherwise provided by this Agreement.

(1) Initial Term of Agreement. The “**Initial Term**” of this Agreement shall be eight (8) years, commencing on the Effective Date and expiring on the eighth (8th) anniversary thereof, unless this Agreement is otherwise terminated or extended in accordance with the provisions of this Agreement.

(2) Two 6-Year Extensions. Subject to the terms and conditions in this Section 2.2, Developer shall have the right to extend the Initial Term for two additional six (6)-year periods (hereinafter, the “**First Extension**” and “**Second Extension**”). In order to obtain the First Extension and Second Extension, Developer must be in compliance with all of its obligations set forth in this Agreement and Project Approvals, and the respective conditions described in sub-section (3) and sub-section (3) below must be satisfied.

(3) First Extension Requirements. In addition to the conditions in sub-section (2) above, in order to obtain the First Extension, Developer must have secured two (2) points in accordance with the Parkline Phasing Plan.

(4) Second Extension Requirements. In addition to the conditions in sub-section (2) above, in order to obtain the Second Extension, (a) Developer must have secured two (2) points (four (4) points total when combined with the First Extension’s points) in accordance with the Parkline Phasing Plan, (b) a Certificate of Occupancy for three (3) Residential Components; and (c) roof framing completed for one additional Residential Component.

(5) Extension Request. If Developer desires to seek the First Extension or Second Extension, Developer must submit a letter addressed to the City Manager requesting such First Extension or Second Extension at least 180 days prior to the date that the then applicable Term would expire (the “**Extension Request**”). The Extension Request shall include documentation in a form reasonably acceptable to City demonstrating that the applicable conditions for an Extension described in sub-sections (2), (3) and (3) above (“**Extension Conditions**”) have been satisfied, or will be satisfied prior to the date that the then applicable Term otherwise would expire.

(6) Extension Review. Within forty-five (45) days of receipt of an Extension Request and accompanying documentation, the City Manager shall determine whether the Extension Conditions have been satisfied, including whether Developer is in compliance with

this Agreement. Except as otherwise provided in this Section 2.2, the determination whether Developer is in compliance with this Agreement shall be undertaken in a manner consistent with the annual review process described in Section 6.1 below, and the City Manager may rely upon a recently completed Annual Review in order to make that compliance determination. If the City Manager determines Developer is not in compliance with this Agreement through such review process, then the City Manager shall describe in reasonable detail the reasons for non-compliance and the steps required to satisfy the Extension Conditions, and Developer shall have the opportunity to cure such non-compliance prior to the last date that the Extension Request is to be decided. If City Manager concludes that the Extension Conditions have been satisfied, then he or she shall grant the Extension Request and provide written notice, in a recordable form, that the Agreement has been extended for the extension period, and the Initial Term shall be extended accordingly. If the City Manager determines the Extension Conditions have not been satisfied or if there is any dispute regarding the steps required to satisfy the Extension Conditions, then the Developer shall have ten (10) business days to present to the City Manager a letter providing written notice of the Developer's appeal of the City Manager's determination to the City Council. The City Council shall hear such an appeal within sixty (60) days of the City Manager's receipt of the letter providing written notice of the appeal, and the City Council shall decide such appeal no later than thirty (30) days before the date upon which the then applicable Term otherwise would expire. If the City Council determines Developer is in compliance with this Agreement and all of the applicable Extension Conditions have been satisfied, then, the City Council shall direct the City Manager to grant the Extension Request and direct the City Manager to provide Developer written notice, in a recordable form, that the applicable Extension Request has been granted and the then applicable Term shall be extended accordingly (with such extension retroactive to the expiration of the Term if applicable). If the City Council determines Developer is not in compliance with this Agreement or one or more of the other applicable Extension Conditions have not been satisfied, then the City Council shall document such findings in its action denying the Extension Request. The City Council's decision shall be final, subject to Developer's ability to pursue available remedies as provided in Section 11.3 below. If the last day of the Term occurs prior to the conclusion of the extension review process, then the Term shall be automatically extended without the need for further action by any of the Parties until the conclusion of the extension review whereupon the extension of the Term pursuant to the extension review process shall become effective or, if the Term is not extended pursuant to the extension review process, then the automatic extension shall cease upon the date of the final determination that the Term will not be extended.

(7) Memorandum of Extension. Within ten days after the written request of either Party hereto, City and Developer agree to execute, acknowledge and record in the Official Records of San Mateo County a memorandum evidencing any approved Extension of the Term pursuant to this Section 2.2.

B. Effect of Termination. Upon the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions set forth in Section 11.7 below.

C. Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, the Term of this Agreement and the Project Approvals, and the time within which either Party shall be required to perform any act under this Agreement, shall be

extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock outs and other labor difficulties; acts of God; unusually severe weather, but only to the extent that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season occurring after commencement of construction of the Project; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; any development moratorium or any action of other public agencies that regulate land use, development or the provision of services that prevents, prohibits or delays construction of the Project, including without limitation any extension authorized by Government Code Section 66463.5(d); acts of the public enemy; civil disturbances; wars; acts of terrorism; insurrection; riots; floods; earthquakes; fires; unavoidable casualties; epidemics; pandemics; quarantine restrictions; freight embargoes; government restrictions, or litigation; government mandated shutdowns or government closure (meaning any of the following events: (a) the governmental offices where any action required under this Agreement (collectively, “**Government Offices**”) are not open for business and any Government Offices’ systems are not operational such that such action cannot occur; (b) any other third party is not open for business such that its services required as necessary for a Party to perform obligations under this Agreement cannot be performed; (c) overnight couriers are not operating such that any documents cannot be delivered to the extent such documents are required to be originals; or (d) financial institutions or wire transfer systems are not operating, such that, as part of consummation of financial transactions contemplated hereby cannot occur; a Severe Economic Recession, defined below; any other cause beyond the reasonable control of Developer which substantially interferes with carrying out the development of the Project; or delays in securing Final Approval, as well as Litigation Challenges which enjoin construction or other work on the Project or any portion thereof or would cause a reasonably prudent developer either to forbear from commencing construction or other work on the Project or portion thereof or to suspend construction or other work (each a “**Force Majeure Delay**”). An extension of time for any such Force Majeure Delay, other than a Severe Economic Recession, 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 sixty (60) days of the commencement of the cause. If Notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such Notice. Notwithstanding the foregoing, in the case of Force Majeure Delay due to delays in securing Final Approvals or Litigation Challenges, the Force Majeure Delay shall terminate three (3) months after a final settlement or non-appealable judgment is issued or affirmed. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer, however any such extension that effectuates an extension of the Term of this Agreement shall require the approval of the City Council in accordance with the Development Agreement Law. Developer’s inability or failure to obtain financing shall not be deemed to be a cause outside the reasonable control of the Developer and shall not be the basis for an excused delay.

Section 2.3 City Representations and Warranties. City represents and warrants to Developer that:

A. City is a municipal corporation, and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of City hereunder have been duly authorized by all necessary City Council action and all necessary approvals have been obtained.

C. This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, City shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 2.3 not to be true, immediately give written Notice of such fact or condition to Developer.

Section 2.4 Developer Representations and Warranties. Developer represents and warrants to City that:

A. Developer is duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the State of California, and has all necessary powers under the laws of the State of California to own property interests and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of Developer hereunder have been duly authorized by all necessary corporate, partnership or company action and all necessary shareholder, member or partner approvals have been obtained.

C. The Consents executed in connection with this Agreement are valid and binding and remain in full force and effect during the Term of this Agreement unless and until Developer acquires and holds fee title to the real property subject to the Consents.

D. This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

E. Developer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, Developer shall, upon having actual knowledge of any fact or condition that would cause any of the warranties and representations in this Section 2.4 not to be true, promptly give written Notice of such fact or condition to City.

ARTICLE 3 DEVELOPMENT OF PROPERTY

Section 3.1 Vested Rights. City hereby grants to Developer a vested right to develop, construct and use the Project on the Property, including all on-site and off-site improvements authorized by, and in accordance with, the Project Approvals. Except as otherwise provided in this Agreement, no New City Laws that prevent or impede development of the Project or that conflict with this Agreement or the Project Approvals shall apply to the Project or the Property. For purposes of this Section 3.1, Section 3.3, and Section 3.6, the word “conflict” is defined to include, but is not limited to, any modification that purports to: (i) impose greater or different restrictions other than as permitted by Applicable Law, Changes in the Law, and the Project Approvals upon any aspect of the Project, including but not limited to the permitted uses of the Property, excepting therefrom any limitations on allowable BSL 3 Facilities or BSL 4 Facilities, the maximum and minimum density and intensity of use (including but not limited to floor area ratios of buildings and the overall maximum size of allowed uses), or the maximum height and size of proposed buildings; (ii) impose requirements for reservation or dedication of land for public purposes or requirements for infrastructure, public improvements, or public utilities, other than as provided in the Project Approvals; (iii) impose conditions upon development of the Property other than as permitted by Applicable Law, Changes in the Law, and the Project Approvals; (iv) limit or control the timing, phasing, sequencing, or rate of development of the Property; (v) limit the location of building sites, grading or other improvements on the Property in a manner that is inconsistent with the Project Approvals; (vi) limit or control the ability to obtain public utilities, services, infrastructure, or facilities (provided, however, nothing herein shall be deemed to exempt the Project or the Property from any water use rationing requirements that may be imposed on a City-wide basis from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity); (vii) require the issuance of additional permits or approvals by the City other than those required by Applicable Law and the Existing Approvals; (viii) add new Impact Fees; (ix) apply to the Project any New City Laws that are not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites; (x) impose against the Project any condition, dedication or other Exaction not specifically authorized by Applicable Law or the Existing Approvals; or (xi) impose against the Project any obligations regarding the construction of or provision of below market rate units not specifically required by the Project Approvals. To the extent that New City Laws conflict with the vested rights granted pursuant to this Agreement, they shall not apply to the Property or the Project, except as provided in Section 3.3, below.

Section 3.2 Development and Design Standards. The Project shall be developed in conformance with the Project Approvals and Applicable City Regulations and the yet-to-be adopted Subsequent Project Approvals. The permitted uses, density and intensity of development, maximum height and size of proposed buildings and development standards shall all be in accordance with the Project Approvals and Applicable City Regulations. Project design and materials will need to meet the development regulations and design standards outlined in general terms in the Parkline Guidelines adopted as part of the Parkline CDP. City’s review of applications for Subsequent Project Approvals shall be in accordance with the Project Approvals and the Applicable City Regulations.

Section 3.3 Reservations of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Project:

A. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure then applicable in City at the time of permit application.

B. Regulations governing construction standards and specifications, including City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in City at the time of Building Permit application. Local modifications to the Building Code that take effect after the submittal of plans, specifications and estimates for Project-serving improvements (both on- and off-site) for the Project ("**Improvement Plans**") shall not apply to such Improvement Plans unless required (i) by the then-current version of the California Building Code, (ii) to comply with State or Federal Law, or (iii) to avoid a specific, adverse impact upon the public health or safety. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the Improvement Plans were submitted.

C. New City Laws applicable to the Property or Project, which do not conflict with this Agreement, including Developer's vested rights under Section 3.1 above.

D. New City Laws that may be in conflict with this Agreement, but which are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, where there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition.

E. Exactions permitted by Section 9.2 of this Agreement.

Section 3.4 Regulation by Other Public Agencies. Developer acknowledges and agrees that the State of California Department of Transportation, SamTrans, West Bay Sanitary District, Menlo Park Fire Protection District, Cal Water, the California Building Standards Commission, and other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Developer shall use reasonable diligence in applying for all such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. Developer shall also pay all required fees when due to such public agencies. Developer acknowledges that City does not control the amount of any such fees. City shall reasonably cooperate with Developer in Developer's effort to obtain such permits and approvals; provided, however, City shall have no obligation to incur any costs, without compensation or reimbursement by Developer, or to amend any policy, regulation or ordinance of City in connection therewith.

Section 3.5 Life of Project Approvals. The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals.

Section 3.6 Initiatives. Except as to those New City Laws described in Section 3.3D (which may be enacted or imposed by initiative or referendum), if any New City Law is enacted or imposed by an initiative or referendum, which New City Law would conflict with the Project Approvals or this Agreement or reduce the development rights or assurances provided by this Agreement, then such New City Law shall not apply to the Property or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development, whether imposed by ordinance, initiative, resolution, policy, order, or otherwise, and whether enacted by the City Council, an agency of City, the electorate, or otherwise) affecting subdivision maps, use permits, building permits, occupancy permits, or other entitlements to use that are approved or to be approved, issued or granted by City shall apply to the Property or Project. Developer agrees and understands that City does not have authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may affect the Project. City shall reasonably cooperate with Developer and, at Developer's expense, shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. City, except to submit to vote of the electorate initiatives and referendums required by law to be placed on a ballot and fulfill any legal responsibility to defend a ballot measure passed by its voters, shall not support, adopt or enact any New City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement. Notwithstanding the foregoing, both parties agree and understand that first amendment rights of individual elected and appointed officials to take positions on ballot measures shall not be curtailed by this provision.

Section 3.7 Timing of Development. The timing of development of the Project shall be undertaken in accordance with the "**Parkline Phasing Plan,**" attached hereto as Exhibit F. The Parkline Phasing Plan sets forth a milestone schedule that constrains Developer's ability to develop non-residential uses until after certain development milestones for the Project's residential uses are satisfied. Modifications may be made to the timing set forth in the Parkline Phasing Plan through an Operating Memorandum to this Development Agreement, approved pursuant to Section 8.7, and, in relation to the location and names of buildings, as a Modified Project Approval pursuant to Article 9, provided that the modifications do not materially change or impair the objective of the Phasing Plan to meter non-residential office/R&D square footage based on achieving specific milestones for the Project's Residential Components.

Notwithstanding the milestone schedule within the Parkline Phasing Plan, (i) if the Project has achieved at least two points in accordance with the Parking Phasing Plan, which authorizes Developer to construct up to 500,000 SF of non-residential office/R&D space, and (ii) if the Developer furnishes to City a copy of a fully executed lease, which may have confidential business terms redacted, or other evidence of a fully executed lease acceptable to the City Attorney, for the buildout and occupancy of more non-residential square footage than Developer has secured the right to construct in order to accommodate the tenant's requirements, then a one-time exception

will be made to allow Developer to construct up to an additional 250,000 SF more than it has secured the right to under the Phasing Plan.

Subject to the foregoing limitations and the terms and conditions in this Agreement, including the Parkline Phasing Plan, the Parties acknowledge that (i) Developer shall have no obligation to develop or construct the Project or any component of the Project, and if Developer does not proceed with development or construction of the Project, then Developer shall not be obligated under Article 5 of this Agreement, and (ii) Developer cannot guarantee the exact timing of any Phase or the sequence of development within a Phase and whether certain development will be constructed at all. Such decisions depend upon numerous factors which are not all within the control of Developer. It is the intent of City and Developer that, notwithstanding any future amendment to the Applicable City Regulations or the adoption of any ordinance, resolution, order, policy, plan, rule, procedure, standards, specifications, guidelines, or other regulations (whether amended or adopted by means of an ordinance, initiative, resolution, policy, order, or moratorium), Developer, subject to the terms of this Agreement, including the Parkline Phasing Plan, may develop the Project at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment.

However, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984) that the failure of the parties therein to consider, and expressly provide for, the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the desire of the Parties hereto to avoid that result. Therefore, notwithstanding the adoption of an initiative after the Effective Date by City's electorate to the contrary, the Parties acknowledge that, except as otherwise provided for in the Project Approvals and in this Agreement, Developer shall have the vested right (but not the obligation) to develop the Project to such extent, in such order, at such rate, and at such times as Developer deems appropriate in the exercise of its business judgment and consistent with the terms of this Agreement. City acknowledges that such a right is consistent with the intent, purpose, and understanding of the Parties to this Agreement, and that without such a right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute and this Agreement.

Section 3.8 Changes in the Law. As provided in Section 65869.5 of the Development Agreement Law, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than the City, created or operating pursuant to the laws of the State of California ("**Changes in the Law**"). In the event Changes in the Law will prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof advanced or delayed, as may be necessary to either comply with or avoid Changes in the Law. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with or avoid such Changes in the Law. In such event, this Agreement together with any required modifications shall continue in full force and effect. In the event that the Changes in the Law operate to frustrate irremediably and materially the vesting of development rights to the

Project as set forth in this Agreement, Developer may terminate this Agreement by Notice to City. Nothing in this Agreement shall preclude Developer from contesting by any available means (including administrative or judicial proceedings) such Changes in the Law or their applicability to the Project and, in the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect and times of performance extended in accordance with Section 2.2C, unless the Parties mutually agree otherwise.

Section 3.9 Expansion of Development Rights. If any New City Laws or Changes in Law expand, extend, enlarge or broaden Developer's rights to develop the Project, then, (a) if such law is mandatory, the provisions of this Agreement shall be modified as may be necessary to comply or conform with such new law, and (b) if such law is permissive, the provisions of this Agreement may be modified, upon the mutual agreement of Developer and City. Immediately after enactment of any such new law, upon Developer's request, the Parties shall meet and confer in good faith for a period not exceeding sixty (60) days (unless such period is extended by mutual written consent of the Parties) to prepare such modification in the case of a mandatory law or to discuss whether to prepare a proposed modification in the case of a permissive law. Developer shall have the right to challenge City's refusal to apply any new law mandating expansion of Developer's rights under this Agreement, and in the event such challenge is successful, this Development Agreement shall be modified to comply with, or conform to, the new law.

Section 3.10 No Reservation of Sanitary Sewer or Potable Water Capacity. City has found that there will be sufficient potable water and sanitary sewer capacity to serve future development contemplated by the General Plan, including the Project. However, as noted in Section 3.1 below, nothing in this Agreement is intended to exempt the Project or the Property from any water use conservation or rationing requirements that may be imposed on a City-wide basis from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity. In the event Developer's lenders or financing partners request issuance of water and/or sanitary sewer "will serve" letters as a condition of providing debt or equity financing for the Project, City agrees to consider in good faith issuing such letters on terms reasonably acceptable to City, as determined in its sole discretion.

Section 3.11 Biosafety Levels. As of the Agreement Date, SRI operates and maintains two small laboratories on the Property, occupying less than 2,000 SF combined within Building P and Building T and permitted under Applicable Law to conduct BSL 3 level research (each a "**BSL 3 Facility**"). Developer shall cause SRI to refrain from (i) seeking to expand the size of either BSL 3 Facility and (ii) to complete the decertification process of (a) the BSL 3 Facility located in Building T no later than January 1, 2027 and (b) the BSL 3 Facility located in Building P prior to the issuance of the First Certificate of Occupancy for the first Residential Component of the Project. Developer acknowledges and agrees that it shall not develop, construct or operate any new BSL 3 Facilities or BSL 4 Facilities as part of the Project.

Section 3.12 Reach Code. Notwithstanding the effect of Applicable Law on the enforceability of the Reach Code on the Project, Developer shall design and construct all Improvements authorized by the Project Approvals in conformance with the Reach Code, as it may be amended from time to time and which is in effect as of the date of submittal of a Building Permit application applicable to the Improvement. In addition, except as set forth in Section 5.1 I. regarding the use of generators, regardless of whether or not it is included in the Reach Code,

Developer agrees that all new buildings that are part of the Project will be all-electric and will not utilize natural gas.

Section 3.13 Buildings P, S and T. Subject to the continued compliance with Section 3.11, and the extension of the Offer of Dedication in accordance with Section 4.2, any Subsequent Project Approval relating solely to Building P or Buildings S and T, excepting any Modified Project Approval, shall not be required to comply with the terms of Section 16.35.110 of the C-1-S zoning or the Reach Code, as it may be amended from time to time and which is in effect as of the date of submittal of a Building Permit application submitted pursuant to such Subsequent Project Approval, and SRI shall retain the right to continue its use of Building P and Buildings S and T for research and development and office uses, as well as the supporting utility yard and surface parking for its use. The foregoing notwithstanding, any Subsequent Project Approval relating solely to Building P or Buildings S and T, including any Modified Project Approval, which results in structural alterations, including replacements of exterior walls, electrical fixtures, or plumbing, that cost more than 50 percent of the Replacement Cost of the existing building or buildings, shall comply with the terms of Section 16.35.110 of the C-1-S zoning and the Reach Code, as it may be amended from time to time, except as set forth in Section 3.12, and which is in effect as of the date of submittal of a Building Permit application submitted pursuant to such Subsequent Project Approval. In addition, if SRI undertakes multiple alterations, additions, or improvements to Building P or Buildings S and T over a cumulative period of five years (60 months) that, when aggregated, equal or exceed 50 percent of the Replacement Cost of the building or buildings, then compliance with Section 16.35.110 of the C-1-S zoning and the Reach Code shall also be required in connection with the Building Permit for the improvement that causes the cumulative total to reach or exceed the 50 percent threshold. The existing 6-megawatt natural gas cogeneration plant shall be decommissioned and demolished prior to issuance of a First Certificate of Occupancy for the Residential Component constructed on Lot 4 (R1) or Lot 5 (R2).

Developer hereby acknowledges and agrees that the rights and benefits afforded to Buildings P, S and T pursuant to this Section 3.13, which are currently located on the Building P, S and T Property as of the Effective Date, are personal to SRI, shall not run with the land, and may not be transferred or assigned to any third parties, including Developer, other than to an SRI Affiliate, and any attempt to do so shall be void and unenforceable against City, shall constitute an amendment to this Agreement to effectuate the removal, rescission and termination of this Section 3.13, and shall constitute a default under this Agreement. Developer hereby agrees to execute an amendment to this Agreement as may be desired by City to memorialize the removal, rescission and termination of this Section 3.13.

Section 3.14 Buildings S and T and City Corporation Yard. In the event of the cessation of use of Buildings S and T by SRI and any and all tenants therein and the acquisition of the underlying real property by Developer, Developer agrees that any Subsequent Project Approval related to the redevelopment of said real property underlying Buildings S and T shall require Developer to reasonably cooperate and coordinate with City in relation to the design and planning for potential redevelopment of the adjacent lands of the City (Corporation Yard), as well as the former USGS site, if said USGS site has not already been redeveloped, to the extent related to the ultimate design and configuration of Seminary Drive. Such coordination and cooperation shall be advisory and informational in nature only, and shall not require Developer to perform or fund any off-site improvements, studies, or designs related to the Corporation Yard or the USGS Site, to

materially modify Developer's site plans or proposed design, or to engage in any cost-sharing arrangement not addressed in the Existing Approvals. Further, in connection with any such Subsequent Project Approval related thereto, Developer shall, in good faith, consider the abandonment of existing water and sewer line easements benefitting Buildings S and T and encumbering the Corporation Yard. Separate and apart from any Subsequent Project Approval related to the redevelopment of said real property underlying Buildings S and T, if the City independently initiates redevelopment or improvement of the Corporation Yard or Burgess Drive in the future while Buildings S and T remain occupied and needs SRI's cooperation to effectuate the abandonment of said existing water and sewer line easements, then Developer shall cause SRI to reasonably cooperate with City to effectuate such abandonment, provided replacement water and sewer service is provided to Buildings S and T and any replacement easements required for relocated water and sewer service lines are provided to SRI without cost, liability or obligation on the part of Developer or SRI.

Section 3.15 Project Approvals and Applicable City Regulations. Prior to the Effective Date, the Parties shall have prepared two (2) sets of the Existing Approvals and Applicable City Regulations, one (1) set for City and one (1) set for Developer, to which shall be added from time to time, Subsequent Project Approvals, so that if it becomes necessary in the future to refer to any of the Project Approvals or Applicable City Regulations, there will be a common set available to the Parties. Failure to include in the sets of Project Approvals and Applicable City Regulations any rule, regulation, policy, standard or specification that is within the Applicable City Regulations and Project Approvals as described in this Agreement shall not affect the applicability of such rule, regulation, policy, standard or specification.

ARTICLE 4 OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

Section 4.1 Developer Fees.

A. Impact Fees. City understands that the assurances given by City to Developer concerning Impact Fees set forth below are a material consideration for Developer agreeing to enter into this Agreement, to pay the Impact Fees set forth in this Agreement and the Existing Approvals, and to provide the public benefits as described in this Agreement. For the period commencing on the Effective Date and continuing until expiration of the Impact Fee Limitation Period (defined below), Developer shall pay when due all existing Impact Fees applicable to the Project in accordance with this Agreement in effect as of the Agreement Date at the lower of (i) the rates in effect as of the Agreement Date, including all existing fee escalation provisions in effect as of the Agreement Date, or (ii) the rates in effect when such existing Impact Fees are due and payable, and shall not be required to pay any escalations in such Impact Fees in excess of the fee escalation provisions in any Impact Fee in effect as of the Agreement Date or new Impact Fees enacted or established after the Agreement Date. As used herein, the term "**Impact Fee Limitation Period**" means the period commencing on the Agreement Date and expiring on expiration of the Initial Term. Following expiration of the Impact Fee Limitation Period, individual components and phases of the Project not yet undertaken (i.e., that have not established vested rights under common law or Applicable Law as a result of the type and amount of construction performed as of such expiration date), with no retroactive application to other portions of the Project that have been completed or are then under construction, shall be subject to all Impact Fees in effect at the time such fees are due and payable. Except as otherwise provided in this Section 4.1A above,

Developer agrees to pay, as and when due, any and all existing, new, increased or modified Impact Fees, at the rates then in effect at the time Building Permits are issued on any or all portions of the Project, so long as any new fees or increases in existing fees from the amount existing as of the Agreement Date are uniformly applied by City to all substantially similar types of development projects and properties (e.g., all office projects, all multifamily residential projects, all retail projects, or all hotel projects) and are consistent with the provisions of applicable California law, including the provisions of Government Code Section 66000 *et seq.*, and all applicable nexus and rough proportionality tests and other legal requirements. Developer retains all rights to protest an imposition, fee, dedication, reservation, or other exaction, as set forth in California Government Code Section 66020.

B. Quimby Act Fees. The Project involves the subdivision of land resulting in 37 parcels, 23 of which (i.e. Lots 4, 5, 7, 8, 10 – 28) are for residential development, and thus is subject to the provisions of Government Code Section 66477 (the “**Quimby Act**”), as authorized and implemented pursuant to Menlo Park Municipal Code Section 15.16.020. As noted in Recital L.4. of this Agreement, one of the Existing Approvals includes the approval of the Parkline VTM. Accordingly, the dedication of land or the payment of fees (“**Rec-In-Lieu Fees**”), or a combination of both, for park and recreational purposes shall be required as a condition to the approval of the Parkline VTM; however, if the subdivision involves 50 parcels or less, as is the case with the Parkline VTM, then only the payment of Rec-In-Lieu Fees may be required. Therefore, the Parties desire to allow for a combination of the dedication of land and the payment of Rec-In-Lieu Fees by Developer to City as provided herein to satisfy the Project’s obligations under the Quimby Act.

Attached to this Agreement as Exhibit H is a table labeled “**Quimby Act Fee & Credits**” which identifies the number of residential units authorized by the Existing Approvals for development on each parcel, the applicable Rec-In-Lieu Fee per residential unit, and the total amount of the Rec-In-Lieu Fee applicable to each parcel of land authorized by the Existing Approvals for residential development, as well as the value of credit to be applied for land dedication and/or grant of easement for open space purposes.

Developer shall be obligated to pay the Rec-In-Lieu Fee applicable to Lot 4 (R1), Lot 5 (R2), Lot 7 (R3), Lot 8 (TH2), and Lots 10 through 28 (TH1) as shown on Exhibit H upon the filing and recording of a final subdivision map (or maps, in the case of phased maps) for each of said parcels.

As a partial satisfaction against the obligation to pay the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2), concurrent with the filing and recording of a final subdivision map for Lot 4 (R1) and Lot 5 (R2), Developer shall execute and record in the official records of the Office of the San Mateo County Recorder (the “**Official Records**”) (i) an Irrevocable Offer To Dedicate (the “**Offer of Dedication**”) fee title to Lot 9 to the City, comprising approximately 2.65 acres of land for park and recreational purposes (the “**Public Park Parcel**”), subject to the terms of a Deferred Improvement Agreement (“**Deferred Improvement Agreement**”), related to the deferred demolition of site buildings and improvements, clearing and grading of the Church Property and the Public Park Parcel, both in a form and substance satisfactory to the City Attorney, as determined in her or his sole discretion, and (ii) a Privately Owned and Publicly Accessible Open Space Easement Agreement (the “**POPA Easement Agreement**”), in a form and substance satisfactory to the City Attorney, as determined in her or his sole discretion, encumbering

approximately 1.95 acres of land for park and open space purposes, as depicted in the Conceptual Open Space Plan – Phase 1, attached hereto as Exhibit I. The Parties acknowledge and agree that, in addition to other terms and conditions as may be required by the City Attorney, the Deferred Improvement Agreement shall provide that Developer's obligation thereunder shall be secured by appropriate performance and payment bonds and that Developer shall be required to commence demolition no later than January 1, 2029, and to complete the demolition work and rough grading thereof no later than one hundred and eighty (180) days after commencement.

Upon recording of the Offer of Dedication, Deferred Improvement Agreement, and POPA Easement Agreement in the Official Records, Developer shall be credited the amounts shown on Exhibit H against the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2). The Parties acknowledge and agree that (i) the area comprising the Public Park Parcel shall be credited towards the amount of publicly accessible open space required of the Project pursuant to the Zoning Amendments applicable to the Property and (ii) that the credit of 1.95 acres pursuant to the POPA Easement Agreement against the Rec-In-Lieu Fees is being provided because that is the amount of area being provided by the Project in excess of publicly accessible open space required of the Project pursuant to the Zoning Amendments applicable to the Property.

Further, as an additional contribution to satisfy the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2), Developer shall pay to City the sum of Four Million Seven Hundred Thousand and 00/100 Dollars (\$4,700,000.00) as follows:

(i) **Early Planning Contribution:** Concurrently with the earlier of (a) recordation of the first final subdivision map for the Project, or (b) submittal of the first architectural control plan application for any component of the Project, Developer shall pay to City One Hundred Thousand and 00/100 Dollars (\$100,000.00) for City's use in conducting community outreach regarding the scope of park and recreational improvements to be designed and constructed on the Public Park Parcel.

(ii) **Design Contribution:** Provided that Developer has submitted a building permit application for the first Residential Component of the Project, Developer shall pay to City Six Hundred Thousand and 00/100 Dollars (\$600,000.00) within thirty (30) days following written notice from the City that it has awarded a contract to a firm for the preparation of design and construction plans for the Public Park Parcel improvements, which such date shall be no earlier than January 1, 2027.

(iii) **Construction Contribution:** Provided that Developer has been issued a Building Permit for the first Residential Component of the Project by January 1, 2029, Developer shall pay to City Four Million and 00/100 Dollars (\$4,000,000.00) upon the earlier of (a) issuance of any Building Permit for vertical construction (core and shell) of the first new non-residential building within the Project (excluding permits for repair, maintenance, or rehabilitation of Buildings P, S, or T), or (b) January 1, 2029. Notwithstanding the foregoing, if Developer has not been issued a building permit for the first residential component of the Project by January 1, 2029, then the \$4,000,000.00 payment described in subsection (iii) shall not be due on that date, but shall instead become due and payable concurrently with the issuance of the first building permit for vertical construction of a Residential Component.

As a credit against the obligation to pay the Rec-In-Lieu Fee applicable to Lot 7 (R3), concurrent with the filing and recording of a final subdivision map for Lot 7 (R3), Developer shall (i) comply with the requirements of Section 5.1 C and (ii) execute and record in the Official Records an Affordable Housing Agreement And Declaration of Restrictive Covenants (“**Affordable Housing Covenant**”) against Lot 7 (R3), in a form and substance consistent with the BMR Agreement, to require all residential units constructed thereon to be 60% AMI Units for a period no less than 55 years from the date of issuance of a Certificate of Occupancy for the residential units constructed thereon. Upon compliance with Section 5.1 C and recording of the Affordable Housing Covenant in the Official Records against Lot 7 (R3), City agrees to waive the Rec In-Lieu fee applicable to Lot 7 (R3).

The Rec-In-Lieu Fee applicable to Lot 8 (TH2) and Lots 10 through 28 (TH1) shall be due and payable prior to issuance of a Building Permit for the residential unit or units constructed thereon or as provided by Applicable Law.

Developer’s Quimby Act obligations with respect to the Existing Approvals shall be fully satisfied upon compliance with the terms set forth in this Section. The City shall not unilaterally increase the Rec-In-Lieu Fees or reassess the credits set forth in Exhibit H for any parcel for which a final subdivision map has been recorded and Building Permits for a Residential Component in accordance with the Project Approvals have been issued, or where Rec-In-Lieu Fees have been satisfied, in accordance with this Agreement.

Notwithstanding the above, if the Parkline VTM is amended as part of a Subsequent Project Approval which results in additional parcels providing for residential development, said Subsequent Project Approval shall be subject to the Rec-In-Lieu Fee requirements in Menlo Park Municipal Code Section 15.16.020 and the Quimby Act. Exhibit H shall be modified, as needed, to reflect changes resulting from the amendment to the Parkline VTM. The modification to Exhibit H may be approved by the City Manager without an amendment to this Agreement, provided: (a) the Rec-In-Lieu Fee applicable to each additional residential unit is calculated in accordance with the then applicable rate adopted by the City in effect upon approval of the amendment to the Parkline VTM; and (b) the Rec-In-Lieu Fee is satisfied in accordance with the provisions of Menlo Park Municipal Code Section 15.16.020. In addition, if the size of the Public Park Parcel increases as a result of a Modified Project Approval, the credit for said dedication as reflected on Exhibit H shall be replaced with the product resulting from multiplying the acreage of the modified Public Park Parcel by Eleven Million Eight Hundred Thousand Dollars (\$11,800,000.00) per acre.

C. Processing Fees. City may charge and Developer agrees to pay all Processing Fees that are in effect on a City-wide basis at the time applications are submitted for permits, approvals or entitlements.

D. Connection Fees. Developer shall pay connection fees assessed by utility providers and other agencies assessing such fees at the rates in effect from time to time.

E. Other Agency Fees. Nothing in this Agreement shall preclude City from collecting fees from Developer that are lawfully imposed on the Project by another agency having jurisdiction over the Project, which the City is required to collect pursuant to Applicable Law (“**Other Agency Fees**”).

F. Reimbursements from Other Developers. To the extent that Developer provides any dedications or constructs public transportation facilities or infrastructure, the cost of which is in excess of Developer's "fair share" cost of such public transportation infrastructure improvements and such work is not eligible for fee credits or other reimbursement by the City, as provided above, then for a period of five (5) years following the City's acceptance of the public transportation infrastructure improvements constructed by Developer, the City shall use its good faith efforts to condition projects to be constructed by other parties benefiting from such transportation infrastructure to enter into infrastructure-item-specific reimbursement agreements for the portion of the cost of any dedications, public facilities and/or infrastructure the City may require the Developer to construct as conditions of the Project Approvals to the extent that they exceed the Project's "fair share." Where projects to be constructed by other parties have been conditioned to construct a portion of, or pay a fair share fee for, public improvements being constructed by Developer, then City shall use good faith efforts to cause such third-party developers to reimburse Developer for the applicable third-party developer's fair share of the improvement costs incurred by Developer, in an amount consistent with such third-party developer's prior approvals. "**Fair Share**" means a proportionate share of the total cost, burden, or obligation to construct, fund, or provide a transportation facility, improvement, or service, as determined based on a reasonable method of apportionment that accounts for the extent of project impacts generated, or demand created by the Project (or applicable portion thereof), such as trip generation, number of residential units or SF of non-residential uses, acreage or frontage, or similar factors. The provisions of this Paragraph shall only apply to Non-TIF Intersection Improvement required by Sections 13.5.2 and 13.5.3 of the Parkline CDP and Other Off-Site Improvements required by Section 13.6 of the Parkline CDP and shall not apply to the Project Frontage Improvements required by Section 13.1 of the Parkline CDP, TIF In Lieu Improvements required by Section 13.4 of the Parkline CDP, and Non-TIF Intersection Improvements required by Sections 13.5.1 and 13.5.4 of the Parkline CDP.

Section 4.2 CFDs.

A. Local CFD Policies and CFD Formation. City agrees to consider adopting a local policy pursuant to Government Code Section 53312.7 ("**Local CFD Policies**") to authorize the formation of Community Facilities Districts pursuant to the Mello-Roos Act (Government Code Section 53311 *et seq.*) ("**CFDs**") to serve residential and mixed use projects and the issuance of bonds to finance eligible public facilities. If Local CFD Policies are adopted and Developer files a petition requesting that City form a CFD to serve the Project, the Parties shall cooperate in good faith to establish a CFD to serve the Project. The boundaries of the CFD shall be coextensive with those of the Property, unless the Parties otherwise agree. Upon the filing of a petition by Developer pursuant to Government Code Section 53318(c), the City Council shall consider adoption of a resolution of intention to establish the CFD and, following adoption, City shall use good faith, diligent efforts, in compliance with Government Code Sections 53318 *et seq.*, to establish and implement the CFD pursuant to the terms of this Agreement, including scheduling of necessary public hearings and adoption of a resolution of formation. Developer shall cooperate with City in the formation of the CFD including the timely submission of all petitions, waivers and consents.

B. CFD Facilities. Subject to caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth in subsections D and E below, the CFD shall finance the design and acquisition or construction of those facilities necessary for development of

the Project, which may lawfully be financed under the Mello-Roos Act and other applicable law (“**CFD Facilities**”).

C. Issuance of CFD Bonds. Upon successful formation of the CFD and approval of the Special Tax, and subject to the restrictions in this Subsection C and in Subsection D below, bonds shall be issued (“**CFD Bonds**”), the proceeds of which shall be used to finance the CFD Facilities, to the extent the CFD Facilities, or portion thereof, legally and feasibly may be financed utilizing this method of financing.

D. Special Tax. The CFD shall be authorized to levy, and Developer shall approve (by affirmative vote or other legally acceptable method), a tax (“**Special Tax**”) in accordance with the rate and method of apportionment of such Special Tax approved in the completed proceedings for the CFD. The Special Tax so set shall be in an amount such that, at the time the rate and method of apportionment of the Special Tax is approved, the estimated total annual taxes and assessments to be levied on each taxable parcel within the CFD district shall not exceed 2% of the parcel's projected assessed valuation based on a reasonable estimate of the sale price for the parcel and the residential or commercial unit to be constructed thereon, which estimated sale price has been approved by the City Manager or his or her designee in his or her reasonable discretion.

E. City's Reservation of Discretion. It is expressly acknowledged, understood and agreed by the Parties that notwithstanding any of the foregoing obligations set forth in this section, (i) City reserves full and complete discretion with respect to any adoption of Local CFD Policies and all legally required findings that must be made in connection with formation of a CFD, (ii) nothing in this Agreement is intended to or shall limit City's ability to adopt or refuse to adopt the Local CFD Policies or adopt legally required findings with respect to formation of the CFD, and (iii) nothing in this Agreement is intended to or shall prejudice or commit to City regarding the findings and determinations to be made with respect thereto.

F. Costs If No CFD Formed. In the event that City is unwilling to adopt the Local CFD Policies or is unable to make the legally required findings in connection with the formation of the CFD and the issuance of CFD Bonds for any reason, City shall not be liable for any resulting costs to Developer.

G. Developer's Consent. Subject to Developer filing a petition requesting that City form a CFD to serve the Project and City agreeing to adopt Local CFD Policies, and subject to caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth in subsections D and E above and Developer's approval of the rate and method of apportionment of the Special Tax, which approval shall not be unreasonably withheld, delayed or conditioned, Developer irrevocably consents to the formation of the CFD, the issuance of the CFD Bonds, the imposition of the Special Tax against the Property at rates and pursuant to a method of apportionment appropriate to fund the debt service on the CFD Bonds sold to finance the CFD Facilities, and agrees not to protest or object to formation of the CFD or levy of an appropriate Special Tax consistent herewith. Developer has agreed to the financing provisions set forth in this Section 4.3 and to perform the obligations hereunder, following Developer's filing of a petition pursuant to Government Code section 53318(c), in exchange for the consideration and benefits provided to Developer by City under this Agreement, including the vested right to develop the

Property. Developer acknowledges and agrees that CFD Bonds shall not be issued to fund any on-site public improvements or any other infrastructure or fees other than the CFD Facilities, or portion thereof, which may lawfully be financed under the Mello-Roos Act and other applicable law.

H. Limited Liability of City. Notwithstanding any other provision of this Agreement, City shall not be liable for or obligated to pay any costs or expenses in connection with the CFD or the CFD Facilities except to the extent monies are available (from Advanced Costs, proceeds of CFD Bonds, or Special Taxes) and specifically authorized by law for payment of such costs or expenses.

Section 4.3 Public Infrastructure. City shall use good faith, diligent efforts to work with Developer to ensure that all public infrastructure required in connection with the Project is expeditiously reviewed and considered for acceptance by City on a phased basis as discrete components of the public infrastructure are completed. Developer may offer dedication of public infrastructure in phases, and City shall not unreasonably withhold, condition or delay acceptance of such phased dedications, or refuse phased releases of bonds or other security, so long as all other conditions for acceptance have been satisfied. Developer's obligation to construct the public improvements shall be set forth in one or more public improvement agreements to be entered into by the Parties on or before approval of final subdivision maps for the Project. Upon acceptance of the public improvements, or components thereof, City shall release to Developer any bonds or other security posted in connection with performance thereof, other than warranty period security, as more fully provided in the applicable improvement agreements between City and Developer. Except as specifically provided herein, Developer shall have no obligation to maintain the public infrastructure following City's acceptance thereof.

Section 4.4 City Responsibility for Public Park Improvements. Except as otherwise expressly set forth in this Agreement, including the Offer of Dedication and payment of funding contributions per Section 4.1 and payment of Park Maintenance Fee per Section 5.1F, the City shall be responsible, at its sole cost and expense, for all aspects of the planning, design, construction, and long-term operation and maintenance of the public park to be developed on the Public Park Parcel, and all funds contributed by Developer pursuant to Section 4.1 shall be accounted for by City in accordance with the requirements of Section 15.16.020 of the Menlo Park Municipal Code. Developer shall have no obligation or liability whatsoever for the design, construction, maintenance, operation, or repair of the park improvements, and shall have no responsibility for any delays, cost overruns, or modifications to the park design, programming, construction schedule, or implementation process undertaken by the City.

Notwithstanding the foregoing, Developer shall, upon request by the City, reasonably cooperate with City staff and consultants to facilitate coordination and interface between the park improvements and the Project infrastructure (such as grading transitions, utility connections, or circulation patterns); provided, however, that such cooperation shall not require Developer to incur any out-of-pocket costs or to assume responsibility for park design, permitting, or construction, except as otherwise expressly required by this Agreement.

Section 4.5 Prevailing Wage Requirements.

A. To the extent applicable, Developer shall comply with, and cause its contractors and subcontractors to comply with, all State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to “public works,” including the payment of prevailing wages (collectively, “**Prevailing Wage Laws**”). Developer shall require the contractor(s) for any portion of the Improvements subject to Prevailing Wage Laws (“**Prevailing Wage Components**”) to submit, upon request by City, certified copies of payroll records to City at the Property or at another location within City, and to maintain and make records available to City and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. Developer shall also include in each of its contractor agreements, a provision in form acceptable to City, obligating the contractor to require its contractors and/or subcontractors to comply with Prevailing Wage Laws in connection with the Prevailing Wage Components, and to submit, upon request by City, certified copies of payroll records to City and to maintain and make such payroll records available to City and its designees for inspection and copying during regular business hours at the Property or at another location within the City.

B. Developer shall defend (with counsel reasonably acceptable to the City), indemnify, assume all responsibility for, and hold harmless City Parties from and against any and all present and future Claims arising out of or in any way connected with Developer’s or its contractors’ or subcontractors’ obligations to comply with all Prevailing Wage Laws, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781.

C. Developer hereby waives and releases City Parties from any and all manner of Claims or other compensation whatsoever, in law or equity, of whatever kind or nature, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, now existing or which may in the future arise, including lost business opportunities or economic advantage, and special and consequential damages, arising out of, directly or indirectly, or in any way connected with Developer’s obligation to comply with all Prevailing Wage Laws. Developer is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

INITIALS: DEVELOPER _____

As such relates to this 0, Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Section 4.6 Taxes and Assessments. Developer covenants and agrees to pay prior to delinquency all existing taxes and assessments and any and all new taxes or assessments that are adopted after the Agreement Date at the rates imposed by City from time to time, subject to the

limitations in this Section 4.6. As of the Agreement Date, City is unaware of any pending efforts to initiate or consider applications for new or increased special taxes or assessments covering the Property, or any portion thereof. City shall retain the ability to initiate or process applications for the formation of new assessment districts or imposition of new taxes covering all or any portion of the Property. City may impose new taxes and assessments on the Property in accordance with the then applicable laws and this Agreement, but only if such taxes or assessments are adopted by or after Citywide voter approval, or approval by landowners subject to such taxes or assessments, and are imposed on other land and projects of the same category within the jurisdiction of City in a reasonably proportional manner as determined by City, and, as to assessments, only if the impact thereof does not fall disproportionately on the Property as compared to the benefits accruing to the Property as indicated in the engineers report for such assessment district. Nothing herein shall be construed so as to limit Developer from exercising whatever rights it may otherwise have in connection with protesting or otherwise objecting to the imposition of taxes or assessments on the Property. In the event an assessment district is lawfully formed to provide funding for services, improvements, maintenance or facilities that are substantially the same as those services, improvements, maintenance or facilities being funded by the Impact Fees to be paid by Developer under the Project Approvals or this Agreement, such Impact Fees to be paid by Developer shall be subject to reduction/credit in an amount equal to developer's new or increased assessment under the assessment district.

ARTICLE 5 PARKLINE COMMUNITY BENEFITS

In consideration of the rights and benefits conferred by City to Developer under this Agreement, and to the extent Developer pursues subdividing the Property and construction of the Project, Developer shall perform and provide the obligations described in this Article 5. The Parties acknowledge and agree that some of the obligations described in this Article 5 exceed those dedications, conditions, and exactions that may be imposed under Applicable Law and would not otherwise be achievable without the express agreement of Developer.

Section 5.1 Community Benefits. This Agreement documents the requirements for and governs the delivery of all community benefits for the Project. Developer shall implement the community benefits set forth in this Section 5.1, (collectively, "**Parkline Community Benefits**") at the times and subject to the conditions set forth herein. Developer's failure to provide any of the Parkline Community Benefits as set forth in this Section 5.1 and by the times set forth herein and in Section 11.1 below following City's notice to Developer of such failure, shall be a Default.

A. Parkline Shuttle. In connection with the transportation demand management plan ("**TDM Plan**") required pursuant to the Parkline CDP, and as a condition thereof, Developer shall provide or cause to be provided a shuttle service to transport residents and other occupants at the Project to and from the Property and the Menlo Park Caltrain station (the "**Shuttle Service**"), commencing no later than issuance of a First Certificate of Occupancy for the first non-residential building ("**Shuttle Service Commencement**"), by either (i) funding the operation and maintenance of a separate and independent Shuttle Service for the Project ("**Parkline Shuttle**"), or (ii) paying to City annually the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00) ("**Optional Shuttle Fee**"), subject to an annual CPI Adjustment, exclusively towards the cost of City operated shuttles ("**City Shuttles**") that serve the Property, such as the Willow Road Shuttle and Menlo Park Midday. Developer shall provide written notice to the City of its initial election under this Section 5.1A no

later than ninety (90) days prior to the anticipated date of issuance of the First Certificate of Occupancy for the first non-residential building. Developer may, on an annual basis, change its elected method of compliance under this Section (i.e., switch between Parkline Shuttle and Optional Shuttle Fee), by providing written notice to the City no less than sixty (60) days prior to the proposed effective date of the change. If Developer elects to pay the Optional Shuttle Fee for the upcoming year, the notice shall be accompanied with payment of the then applicable Optional Shuttle Fee, as adjusted by the annual CPI Adjustment.

If Developer elects to fund, operate and maintain a separate and independent Parkline Shuttle, it shall (i) use 100% electric vehicles, (ii) coordinate reasonable outreach with City on Parkline Shuttle routing, frequency, and design to avoid duplicating service or inefficiency with transfers between the Parkline Shuttle and City Shuttles, and (iii) prepare an annual report on Parkline Shuttle ridership and other metrics such as timeliness of shuttle arrivals to facilitate City evaluation of the Parkline Shuttle which may, at Developer's election, be consolidated with any annual TDM plan monitoring and reporting requirements.

Regardless of whether Developer elects to fund, operate and maintain a separate and independent Parkline Shuttle or pay the Optional Shuttle Fee towards the City Shuttles, Developer shall:

- (1) Coordinate with City to ensure that publicly operated buses (e.g., Willow Road Shuttle, Menlo Park Midday, commute.org, SamTrans) have access to the Property and are provided bus stops and signage at reasonable locations within the Project, to be approved by City, for public transit systems; and
- (2) Participate in the City's shuttle study as a stakeholder.

Notwithstanding the expiration of the term of this Agreement, the Developer's obligation to provide or fund the Shuttle Service shall remain in effect for a period of twenty (20) years following the date of Shuttle Service Commencement (the "**Shuttle Service Term**"), and shall be enforceable as a condition of approval of the TDM or as an equitable servitude on the Property that shall run with the land. During the Shuttle Service Term, the Parties agree to engage in a good faith meet and confer process to evaluate whether Shuttle Service remains warranted based on ridership trends, service utilization, and overall TDM performance. The Parties may mutually agree to extend, modify, or discontinue the Shuttle Service obligations based on such evaluation.

Notwithstanding the foregoing, if at any time during the Shuttle Service Term, the City and Developer mutually determine, based on ridership data, utilization reports, overall TDM performance, or other relevant performance metrics, that the Shuttle Service is underutilized or no longer an effective transportation solution for the Project, the Parties may agree in writing to discontinue the Shuttle Service and instead redirect the Optional Shuttle Fee to fund other transportation-related programs or improvements that directly benefit residents or occupants of the Project. Such alternative uses may include but are not limited to: mobility-as-a-service subsidies, on-demand transit solutions, bicycle infrastructure, transit passes, or micromobility infrastructure serving the Project area. Any such changes may be approved by the City Manager as an Operating Memorandum.

B Publicly Accessible Event Area. As part of the non-residential components of the Project, Developer shall design and construct a publicly accessible open space area (the “**Event Area**”) with a multi-use plaza, and with flexibility for the final location to be determined by Developer within the Property through Subsequent Approvals and in a manner compatible with adjacent land uses and phasing. Developer’s obligation to construct and complete the Event Area shall arise upon issuance of the first Building Permit for a non-residential building in the Project, and shall be completed prior to the issuance of the First Certificate of Occupancy for such new non-residential building. The Event Area shall be privately owned and maintained by Developer, or an owner’s association established by Developer, but shall be made publicly accessible through a Privately Owned and Publicly Accessible Open Space Use Agreement (the “**POPA Use Agreement**”), which shall be negotiated by the Parties and recorded prior to the issuance of the First Certificate of Occupancy for such new non-residential building. Developer shall retain the right to establish reasonable rules and regulations governing public access and use, including but not limited to permitted hours, activities, noise limits, and temporary closures for maintenance, private events, or safety. Developer shall make the Event Area reasonably available from time to time for community programming or public events, such as farmers markets, food truck festivals, or movie nights. Additionally, the City shall have the right to use the Event Area for up to one (1) public event per calendar month, subject to:

- At least 30 days’ prior written notice to Developer;
- Developer approval of event timing and logistics (not to be unreasonably withheld);
- City’s compliance with Developer’s applicable rules and regulations; and
- Execution of a short-form license or event agreement (as needed), including requirements for insurance, security, and waste management.

City shall be responsible for cleaning and repairing any damage caused by its events. Developer, or an owners’ association to be formed by Developer, shall own, operate, maintain and repair the Event Area in good and workmanlike condition, and otherwise in accordance with all Applicable Laws and any Project Approvals, all at no cost to City. Developer shall otherwise be solely responsible for ongoing operation, maintenance, and repair of the Event Area in a manner consistent with other privately owned open spaces in the region, and at no cost to the City.

C. Affordable Housing Land Dedication. In connection with the recording of the first final subdivision map in accordance with the Parkline VTM, Developer shall dedicate an approximately 1.6 acre site, preliminarily identified as Lot 7 on the Parkline VTM and R3 on the Project Site Plan (the “**Affordable Housing Land**”), at no cost or expense, to a reputable non-profit affordable housing developer, to be selected by Developer in its sole discretion, provided that such entity demonstrates verifiable experience successfully developing, operating and maintaining affordable housing developments in the greater San Francisco Bay Area (the “**Affordable Housing Developer**”). The agreement between Developer and Affordable Housing Developer providing for the dedication of the Affordable Housing Land shall be subject to the terms of the BMR Agreement and shall commit Affordable Housing Developer to develop up to 154 affordable housing units thereon, subject to available funding. Further, said agreement shall require Affordable Housing Developer to submit plans to the City for an architectural control

permit applicable to the Affordable Housing Land within twelve (12) months of the date of recording of the first final subdivision map noted above, to submit plans to secure Building Permits for construction of residential Improvements on the Affordable Housing Land within eighteen (18) months following the approval of the architectural control permit, and to diligently pursue available local, state and/or federal funding and/or tax credit financing (the “**Affordable Housing Financing**”) as may be necessary to finance the construction of affordable units on the Affordable Housing Land. The Parties acknowledge and agree that the timing of construction commencement for the residential improvements on the Affordable Housing Land will be contingent on the Affordable Housing Developer securing sufficient Affordable Housing Financing, which is outside the control of the Developer and the Affordable Housing Developer. As such, the failure to obtain financing or begin construction within a defined period shall not constitute a breach of this Agreement, provided the Affordable Housing Developer has complied with the requirements above and is continuously making good faith efforts to secure the required financing and approvals.

D. Emergency Water Reservoir. The Project EIR included an evaluation of the construction of an 2-3 million gallon underground emergency water reservoir (the “**Emergency Water Reservoir**”) beneath the Public Park Parcel, which is subject to the Offer of Dedication for park and recreational purposes as described in Section 4.1.B. Developer acknowledges and agrees that the terms of the dedication of the Public Park Parcel to the City pursuant to the Offer of Dedication shall not contain any restraint or limitation on the ability of City to design, construct, install, operate, maintain, repair, rehabilitate, or replace the Emergency Water Reservoir within the Public Park Parcel, as City may decide as fee owner of the Public Park Parcel upon City acceptance of the Offer of Dedication. City agrees to coordinate with Developer in good faith regarding the timing and logistics of any future construction of the Emergency Water Reservoir, including the review of design plans, construction means and methods, and the proposed phasing of improvements; the foregoing notwithstanding, City shall retain full authority, control and sole discretion regarding the design plans, construction means and methods, and phasing of improvements related to the Emergency Park Reservoir. The City shall be required to comply with applicable mitigation measures from the Project EIR as they relate to construction and operation of the Emergency Water Reservoir. The Parties further agree that temporary unavailability or excavation of the Public Park Parcel to facilitate the Emergency Water Reservoir shall not reduce or eliminate the Developer’s entitlement to a credit against the Rec-In-Lieu Fee under this Agreement.

E. Transportation Fee; Transportation Collaboration. Prior to the issuance of a Building Permit for the construction of the first non-residential building of the Project, excepting the commercial amenity building, Developer shall pay to City the sum of Two Million and 00/100 Dollars (\$2,0000,000.00) (the “**Transportation Fee**”). The Transportation Fee shall be used by City for transportation related improvements located within a ½ mile perimeter of the Property, as determined by City in its sole discretion. Further, separate and apart from any legal obligation set forth in the Project Approvals, Developer agrees to reasonably collaborate in good faith with City as a stakeholder in broader traffic mitigation strategy discussions aimed at reducing single-occupancy vehicle trips within the vicinity of the City’s downtown area and in the vicinity of the Property. Such collaboration shall be limited to participation in meetings, workshops, or planning activities coordinated by the City or its consultants and the sharing of information reasonably available to Developer. Nothing in this paragraph shall obligate Developer to incur any out-of-pocket costs (excepting such costs as may be incurred to meaningfully participate in the

aforementioned collaborative efforts), undertake any mitigation measures beyond those already required under the Project Approvals, or commit to any additional improvements, financial contributions, or operational obligations unless separately agreed to in writing by Developer in its sole discretion.

F. Park Maintenance Fee. Concurrent with the recording of the final subdivision map creating the Public Park Parcel, Developer and City shall enter into an agreement (the “**Park Maintenance Agreement**”), memorializing Developer’s obligation to reimburse the City for the costs of maintenance and repair of the public park to be constructed on the Public Park Parcel, in the amount of Seventy Thousand Dollars (\$70,000.00) per calendar year (the “**Park Maintenance Fee**”), subject to an annual CPI adjustment. The term of the Park Maintenance Agreement shall be for a period of twenty (20) years following the date of the Park Opening. The Park Maintenance Fee shall be paid on an annual basis and such payment shall be due and payable thirty (30) days prior to the annual anniversary of the Park Opening. For purposes of this Section 5.1F, “**Park Opening**” shall mean either (i) July 1st of the year in which the public park is completed and opened to the public if within the months of January through June, or (ii) January 1 of the year following in which the public park is completed and opened to the public if within the months of July through December. In the event the size of the Public Park Parcel increases as a result of a Modified Project Approval, the Park Maintenance Fee shall be increased by multiplying said Park Maintenance Fee by the quotient arrived at by dividing the size of the modified Public Park Parcel, as reflected in square feet, by 115,434 square feet, the size of Lot 9 of the Parkline VTm.

G. Publicly Accessible Restroom. Prior to the issuance of the First Certificate of Occupancy for Parking Garage PG-1 (“**PG-1**”), Developer shall design and construct, at its sole cost, a public restroom facility (the “**Public Restroom**”) within PG-1, as generally depicted on Exhibit G, in a location to be determined by Developer in its sole discretion, in consultation with City staff. Developer may change the initial location of the Public Restroom or relocate the Public Restroom to another publicly accessible location within a non-residential building provided that the alternative location is within reasonable walking distance of the Public Park Parcel (i.e., is proximate to the Public Park Parcel), subject to the prior written consent of the City, which shall not be unreasonably withheld, conditioned, or delayed. Any such relocation shall not require an amendment to this Agreement, but shall be documented in an Operating Memorandum and shown on an updated site plan. Prior to the issuance of the First Certificate of Occupancy for PG-1, as shown on Exhibit G, Developer shall grant to City a non-exclusive public access and use easement, in a commercially reasonable form (the “**Public Restroom Access Easement**”), for the purpose of providing the general public with rights of access to and use of the Public Restroom, subject to Developer’s reasonable rules and regulations. The Public Restroom Access Easement shall be for the benefit of the City and the general public as an easement in gross, and it is a covenant that shall run with the land. The Public Restroom shall be designed and constructed in conformance with the Project Approvals applicable to the Public Restroom, inclusive of all accessibility standards under state and federal law, and shall contain no less than two single-occupancy all-gender, ADA accessible restrooms with a toilet, toilet paper dispenser, sink, wash basin, soap dispenser, paper towel dispenser and/or hand dryer, mirror, other restroom amenities customarily provided within other public restrooms in the City, and gender neutral ADA bathroom signage. The Public Restroom Access Easement shall permit public entry into and use of the amenities provided within the Public Restroom, and Developer shall be responsible to unlock the Public Restroom no later than 8:00 am in the morning every day and to lock and secure the Public Restroom no earlier than

30 minutes after dusk every day. Developer shall be responsible for the maintenance, repair and replacement, at its sole cost and expense, of the facilities and improvements comprising the Public Restroom, which Developer shall keep in a good, safe and usable condition, in good repair, and shall provide for janitorial maintenance of the facilities and improvements comprising the Public Restroom no less frequently than once every day, subject to temporary closures for maintenance, safety, or vandalism response. Developer may implement such security, lighting, signage, and other measures as it deems appropriate. In no event shall the City have any responsibility for the maintenance, repair or replacement of the Public Restroom. The Public Restroom Access Easement shall provide Developer with the right to change the location of the Public Restroom or relocate the Public Restroom to another publicly accessible location within a non-residential building provided that the alternative location is within reasonable walking distance of the Public Park Parcel as agreed to by City.

H. Recycled Water Facilities. In connection with the design and construction of the internal loop road system serving the Project, Developer shall design, install and construct recycled water piping and infrastructure within said internal loop road system (the “**Recycled Water Facilities**”), subject to the review and approval of the West Bay Sanitary District, which approval shall be provided to the City for its records, which shall have three points of connection along Laurel Street, Middlefield Road, and Burgess Drive. Further, Developer shall grant to West Bay Sanitary District a commercially reasonable form of public utility easement (the “**Recycled Water Easement**”) on, over and across the alignment of the Recycled Water Facilities for the purpose of providing West Bay Sanitary District with rights to use, operate, maintain, repair, and replace the Recycled Water Facilities, at their sole cost and expense. The terms of the Recycled Water Easement shall provide Developer with the ability to cause West Bay Sanitary District to relocate the alignment of the Recycled Water Facilities within the Recycled Water Easement, provided such work is undertaken at Developer’s sole cost and expense, West Bay Sanitary District and City are afforded the right to review and approve plans and specifications related to such relocation activities, and Developer provides West Bay Sanitary District with a replacement easement for the relocated Recycled Water Facilities. Developer shall not be required to construct any off-site recycled water infrastructure apart from connecting the Recycled Water Facilities to recycled water infrastructure delivered by West Bay Sanitary District when it becomes available. West Bay Sanitary District and/or City shall be solely responsible for establishing any utility connections to the two stubbed points of connection provided at Laurel Street and Burgess Drive.

I. Non-Diesel Backup Generators. The Parties acknowledge that while the Project will be developed as an all-electric campus with all-electric residential units and all-electric non-residential buildings, certain portions of the Project will require, and the Project Approvals will allow, the utilization of diesel backup generators in the event of a power outage. Nevertheless, Developer agrees to utilize non-diesel backup generators, if and when a reliable technology becomes available that can achieve the Project electrical load requirements and work with the electrical and mechanical infrastructure/service of the Project without redesign, and provided the cost to procure and operate such new generators is no more than 5% above the cost to procure and operate a traditional diesel backup generator. Developer’s obligation to utilize non-diesel backup generators under this paragraph shall arise only when backup generators are being procured in the first instance or at the end of a given generator’s useful life; Developer shall not be required to replace or retrofit any previously procured or installed diesel generators solely due to the subsequent availability of a qualifying non-diesel alternative, unless such replacement is otherwise

required at the end of the generator's useful life. "Reliable," for purposes of this paragraph, means that the generator technology has been commercially available and in use in comparable-scale developments for backup power, including for critical or life safety systems, for a reasonable period of time (not less than three (3) years) sufficient to evaluate the efficacy of such technology; and is capable of providing uninterrupted backup power to meet the Project's full emergency load profile for the required minimum duration (based on code or operational needs), with performance equivalent to or better than a conventional diesel generator in terms of startup response time, runtime reliability, and service availability.

J. Union Labor. Developer agrees to utilize, and shall cause its contractors and subcontractors to utilize, commercially reasonable efforts to utilize union-affiliated labor in connection with the development and construction of all vertical (core and shell) components of the non-residential Improvements within the Project when economically and practically feasible. Further, with respect to the development and construction of the Residential Components of the Project, Developer agrees to encourage its contractors and subcontractors to utilize union labor in connection therewith when economically and practically feasible. For purposes of this Section 5.1J, "commercially reasonable efforts" shall include outreach to union-affiliated contractors and labor organizations reasonably expected to perform the relevant work, and providing such entities a fair opportunity to submit proposals. Developer may demonstrate such efforts through documentation of communications, distribution of bid materials, or other reasonable means. No minimum number of bids or specific advertising requirements shall be required to satisfy this obligation.

Section 5.2 Sales Tax Point of Sale Designation. Developer shall use commercially reasonable efforts to the extent allowed by Applicable Law to require all persons and entities providing bulk lumber, concrete, structural steel, and pre-fabricated building components, such as roof trusses, to be used in connection with the initial construction and development of, or incorporated into, the Project, to (a) obtain a use tax direct payment permit; (b) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars (\$5,000,000) or more; or (c) otherwise designate the Property as the place of use of material used in the initial construction of the Project in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool. Developer shall instruct each of its subcontractors to cooperate with City to ensure the full local sales/use tax is allocated to City. To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City, Developer shall provide City with an annual spreadsheet, which includes a list of all subcontractors with contracts in excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts. City may use said spreadsheet to contact each subcontractor who may qualify for local allocation of use taxes to the City.

Section 5.3 PILOT. Concurrent with and immediately following the execution and recording of each final subdivision map for the Project, City and Developer shall execute and record a Payment In Lieu of Taxes Agreement ("**PILOT Agreement**"), substantially in the form attached hereto as Exhibit K, against the parcels identified in the Parkline VTM, excepting (i) Lot 7 (R3), provided the Affordable Housing Covenant required by Section 4.1.B is recorded against and encumbers said parcel, and (ii) the parcels comprising the Building P, S or T Property (or any lesser number of such parcels if SRI owns fewer than all such parcels or occupies fewer than all such buildings), so long as SRI is the sole owner of said parcels and occupant of the buildings

located thereon at the time of recording of a final map. In the event Developer seeks and obtains a Modified Project Approval related to all or a portion of the parcels comprising the Building P, S or T Property, City and Developer shall execute and record a PILOT Agreement in connection with the recording of a final map related to the Building P, S or T Property pursuant to a modified Parkline VTM.

The PILOT Agreement shall require that if any Improvements constructed on the parcel subject to the PILOT Agreement are owned or leased by an entity which qualifies the Property or any portion thereof for an exemption from the imposition of real property taxes pursuant to California Constitution Article XIII, §§ 3, 4 or 5, or provisions of the California Revenue and Taxation Code, or any successor provision, or any other exemption from the payment of real or personal property taxes of any nature (the “**Exemptions**”), except to the extent (i) precluded by Section 214.06 of the California Revenue and Taxation Code or Applicable Law, (ii) the Improvements comprise up to 227,000 SF of new non-residential space subject to a fully executed lease agreement between Developer and SRI or an SRI Affiliate, to be provided to City, and SRI or an SRI Affiliate thereafter secures an Exemption, or (iii) the Exemption is granted in accordance with Section 218 of the California Revenue and Taxation Code, then Developer shall pay annually to the City a payment in lieu of taxes in an amount equal to the portion of the real and personal property tax levy the City would have received but for the Exemptions based on the assessed value of said tax exempt property as determined by the San Mateo County Assessor’s Office and as increased annually by the amount permitted under the provisions of Article XIII A, Section 2, of the California Constitution. The amount of the PILOT shall be determined by the City in consultation with the San Mateo County Assessor’s Office. If Developer disputes the City’s determination, Developer may request administrative review but must pay the full invoiced amount pending resolution. The PILOT Agreement shall run with the land.

ARTICLE 6 ANNUAL REVIEW

Section 6.1 Periodic Review.

A. As required by California Government Code Section 65865.1 and the Development Agreement Regulations, City and Developer shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12) months to determine good faith compliance with this Agreement. Specifically, City’s annual review shall be conducted for the purposes of determining good faith compliance by Developer with its obligations under this Agreement.

B. The annual review shall be conducted as provided in the Development Agreement Law and City’s Development Agreement Regulations as follows:

(1) The Director of Community Development shall provide Developer notice of an annual review hearing before the Planning Commission, which shall be scheduled at least thirty (30) days after the date of the notice. The notice shall, to the extent required by law, include a statement that any review may result in amendment or termination of this Agreement. At said hearing, Developer must demonstrate, and shall bear the burden of proof of, good faith compliance with the terms of this Agreement. The Planning Commission shall determine upon the basis of substantial evidence whether or not Developer has complied in good faith with the

terms and conditions of this Agreement. The decision of the Planning Commission may be appealed to the City Council.

(2) If the Planning Commission (if its finding is not appealed) or City Council finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to Developer describing: (a) such failure and that such failure constitutes a Default; (b) the actions, if any, required by Developer to cure such Default; and (c) the time period within which such Default must be cured. If the Default can be cured, Developer shall have a minimum of thirty (30) days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period, if Developer shall commence within such thirty (30) day time period the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default, Developer shall have such additional time period as may be required by Developer within which to cure such Default.

(3) If Developer fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.

C. If, upon a finding under Section 6.1B of this Agreement and the expiration of the cure period specified in Section 6.1B without Developer having cured a Default, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Developer of its intention so to do. The notice shall be given at least fifteen (15) days before the scheduled hearing and shall contain:

- (1) The time and place of the hearing before the City Council;
- (2) A statement that City proposes to amend or terminate the Agreement;
- (3) Such other information as is reasonably necessary to inform Developer of the nature of the proceeding.

D. At the time and place set for the hearing on amendment or termination, Developer shall be given an opportunity to be heard, and Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement without providing Notice of Default and opportunity to cure pursuant to Article 11 or, rather than terminate, amend this Agreement in accordance with the Development Agreement Statute and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

E. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

F. If, after an annual review, City finds Developer has complied in good faith with this Agreement, City, promptly following Developer's request, shall issue to Developer a letter of compliance certifying that Developer has so complied through the period of the applicable annual review.

G. If a Transferee or Mortgagee becomes the "Developer" subject to this Agreement as to a portion of the Property, annual review shall be conducted separately, but concurrently, with respect to each such Developer, and determinations as to compliance with this Agreement shall be made separately. If City takes action against one such Developer for noncompliance, such action shall apply only as to the Developer involved and the portions of the Property in which such Developer has an interest, and shall not affect other Developers unless they or their portions of the Property are involved in the noncompliance.

ARTICLE 7 MORTGAGEE PROTECTION

Section 7.1 Mortgagee Protection. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property ("**Mortgage**"). This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording the Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 7.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of the Project, or any portion thereof, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with the Project Approvals and this Agreement nor to construct any improvements thereon or institute any uses other than those uses and improvements provided for or authorized by this Agreement and the Project Approvals.

Section 7.3 Notice of Default to Mortgagee; Right to Cure. With respect to any Mortgage granted by Developer as provided herein, so long as any such Mortgage shall remain unsatisfied of record and Mortgagee has provided City with written notice requesting that City send Mortgagee notices of Default and specifying the address for service thereof, the following provisions shall apply:

A. City, upon serving Developer any notice of Default, shall also serve a copy of such notice upon any Mortgagee at the address provided to City, and no notice by City to Developer hereunder shall affect any rights of a Mortgagee unless and until a copy thereof has been so served on such Mortgagee; provided, however, that failure so to deliver any such notice shall in no way affect the validity of the notice sent to Developer as between Developer and City.

B. In the event of a Default by Developer, any Mortgagee shall have the right to remedy, or cause to be remedied, such Default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 7.3A above, or (ii) the expiration of the period provided herein for Developer to remedy or cure such Default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Developer; provided, however, that (a) if such Default is not capable of being cured within the timeframes set forth in this Section 7.3B and Mortgagee commences to cure the Default within such timeframes, then Mortgagee shall have such additional time as is required to cure the Default so long as Mortgagee diligently prosecutes the cure to completion and (b) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

C. Any notice or other communication which City shall desire or is required to give to or serve upon the Mortgagee shall be in writing and shall be served in the manner set forth in Section 12.5, addressed to the Mortgagee at the address provided by Mortgagee to City. Any notice or other communication which Mortgagee shall give to or serve upon City shall be deemed to have been duly given or served if sent in the manner and at City's address as set forth in Section 12.5, or at such other address as shall be designated by City by notice in writing given to the Mortgagee in like manner.

Section 7.4 No Supersedure. Nothing in this Article 7 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 7 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 7.3.

Section 7.5 Technical Amendments to this Article 7. City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the Project on the Property or any refinancing thereof and to otherwise cooperate in good faith, at Developer's expense, to facilitate Developer's negotiations with lenders.

ARTICLE 8 AMENDMENT OF AGREEMENT AND EXISTING APPROVALS

Section 8.1 Amendment of Agreement By Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto or their successors-in-interest or assigns, and then only in the manner provided for in the Development Agreement Statute and Development Agreement Regulations.

Section 8.2 Insubstantial Amendments to Agreement. Any amendment to this Agreement which, in the context of the overall Project contemplated by this Agreement, does not substantially affect (i) the Term of this Agreement; (ii) permitted uses of the Property; (iii) Public Benefits, including without limitation provisions for the reservation or dedication of land; (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions; (v) the

density or intensity of use of the Property or the maximum height or size of proposed buildings; (vi) monetary contributions by Developer; (vii) the nature, timing of delivery, or scope of Improvements required by the Existing Approvals or Subsequent Project Approvals; or (viii) the Parkline Phasing Plan, or which constitutes a technical amendment under Section 7.5, shall be deemed an “**Insubstantial Amendment**” and shall not, except to the extent otherwise required by law or this Agreement, require notice or public hearing before the parties may execute an amendment hereto. The City Manager shall have the authority to determine whether a proposed amendment to this Agreement qualifies as an Insubstantial Amendment and to execute an Insubstantial Amendment or, in his or her discretion, seek approval of an Insubstantial Amendment by City resolution.

Section 8.3 Requirement for Writing. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the Parties or their successors. A copy of any change, including changes addressed by Operating Memoranda, Insubstantial Amendments, or Administrative Amendments, shall be provided to the City Council within thirty (30) days of its execution.

Section 8.4 Amendments to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute as those provisions existed as of the Agreement Date. No amendment or addition to those provisions that would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by the California State Legislature or is mandated by a court of competent jurisdiction. In the event of the application of such a change in law, the Parties shall meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with such new law or regulation. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected by same unless the Parties mutually agree in writing to amend this Agreement to permit such applicability. Developer and/or City shall have the right to challenge any new law or regulation preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Section 8.5 Amendments to Project Approvals. Project Approvals (except for this Agreement, the amendment process for which is set forth in Section 8.1 through 8.3) may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer at its sole discretion. All amendments to the Project Approvals shall automatically become part of the Project Approvals. The permitted uses of the Property or portion thereof, the maximum density and/or number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development as set forth in all such amendments shall be automatically vested pursuant to this Agreement, without requiring an

amendment to this Agreement. Amendments to the Project Approvals shall be governed by the Project Approvals and the Applicable Law. City shall not request, process or consent to any amendment to the Project Approvals that would affect the Property or the Project, or applicable portion thereof, without Developer's prior written consent. For the avoidance of doubt, amended or modified Project Approvals that are substantially consistent with a Modified Project Approval shall not require an amendment to this Agreement.

Section 8.6 Administrative Amendments of Project Approvals. Upon the request of Developer for an amendment or modification of any Project Approvals (except for this Agreement the amendment process for which is set forth in Section 8.1 through 8.3), the City Manager or his/her designee shall determine: (a) whether the requested amendment or modification is minor when considered in light of the Project as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Agreement and the Applicable Law and may be processed administratively. If the City Manager or his/her designee finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Agreement and the Applicable Law, then the amendment or modification shall be determined to be an "**Administrative Amendment**," and the City Manager or his/her designee may approve the Administrative Amendment, without public notice or a public hearing. Without limiting the generality of the foregoing, lot line adjustments, minor reductions in the density, intensity, scale, or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, variations in the location of structures that do not substantially alter the design concepts of the Project, substitution of comparable landscaping for any landscaping shown on any development plan or landscape plan, variations in the location or installation of utilities and other infrastructure connections and facilities that do not substantially alter design concepts of the Project, and minor adjustments to a subdivision map or the Property legal description shall be deemed to be minor amendments or modifications. Any request of Developer for an amendment or modification to a Project Approval that is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 8.7 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer and development of the Property hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the Term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, City and Developer may effectuate such clarifications through operating memoranda ("**Operating Memoranda**") approved by City and Developer, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such Operating Memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section 8.7 or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section 8.1 or Section 8.2 above. The City Manager shall be authorized to execute any Operating Memoranda hereunder on behalf of City.

Section 8.8 CEQA. In connection with its consideration and approval of the Existing Approvals, the City has prepared and certified the Project EIR, which evaluates the environmental effects of the Project, and has imposed all feasible mitigation measures to reduce the significant environmental effects of the Project. The Parties acknowledge that certain Subsequent Project Approvals may legally require additional analysis under CEQA. Nothing contained in this Agreement is intended to prevent or limit the City from complying with CEQA. In acting on Subsequent Project Approvals, City will rely on the Project EIR to the fullest extent permissible by CEQA as determined by City in its reasonable discretion. In the event supplemental or additional review is required for a Subsequent Project Approval, City shall limit such supplemental or additional review to the scope of analysis mandated by CEQA and shall not impose new mitigation measures except as legally required, all as determined by the City as the lead agency under CEQA in its reasonable discretion.

ARTICLE 9 COOPERATION AND IMPLEMENTATION

Section 9.1 Subsequent Project Approvals. Certain subsequent land use approvals, entitlements, and permits other than the Existing Approvals, such as and including the Modified Project Approvals, will be necessary or desirable for implementation of the Project (“**Subsequent Project Approvals**”). The Subsequent Project Approvals may include, without limitation, the following: amendments of the Existing Approvals, Modified Project Approvals, grading permits, Building Permits, sewer and water connection permits, Certificates of Occupancy, Temporary Certificates of Occupancy, lot line adjustments, site plans, development plans, land use plans, building plans and specifications, final maps, parcel maps and/or subdivision maps, conditional use permits, variances, architectural control plans, demolition permits, improvement agreements, encroachment permits, and any amendments to, or repealing of, any of the foregoing.

Section 9.2 Scope of Review of Subsequent Project Approvals. City reserves discretion to impose appropriate Exactions in connection with issuance of Subsequent Project Approvals, provided that in exercising its discretion in connection with consideration of Subsequent Project Approvals, City agrees that City shall not revisit the fundamental policy decisions reflected by the Existing Approvals or impose any Exactions that would conflict with this Agreement, Applicable Law, Applicable City Regulations, or the Existing Approvals as set forth in Section 3.1 herein, unless expressly permitted by Sections 4.1.A-D or 9.8, or conflict with the Modified Project Approval Conditions. At such time as any Subsequent Project Approval applicable to the Property is approved by City, then such Subsequent Project Approval shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be treated as a “Project Approval” under this Agreement.

Section 9.3 Processing Applications for Subsequent Project Approvals.

A. Developer acknowledges that City cannot begin processing applications for Subsequent Project Approvals until Developer submits complete applications on a timely basis. Developer shall use diligent good faith efforts to (i) provide to City in a timely manner and in the manner required under Applicable Law any and all Processing Fees, documents, materials, applications, plans, and other information reasonably necessary for City to carry out its review and processing obligations; and (ii) cause Developer’s planners, engineers, and all other consultants to

provide to City in a timely manner and in the manner required under Applicable Law all such documents, applications, plans, information, and other materials required under Applicable Law.

B. Upon submission by Developer of all appropriate applications and Processing Fees for any Subsequent Project Approval, City shall accept, review, and use reasonable efforts to expeditiously process Developer's applications and requests for Subsequent Project Approvals in connection with the Project in good faith and in a manner that complies with and is consistent with Applicable Law, the Project Approvals and this Agreement, including the Modified Project Approval Conditions. The City shall approve any application or request for any Subsequent Project Approval that substantially complies with and is consistent with the Project Approvals. The Parties shall cooperate with each other and shall use diligent, good faith efforts to cause the expeditious review, processing, and action on the Subsequent Project Approvals. City shall, to the full extent allowed by Applicable Law, promptly and diligently, subject to City ordinances, policies and procedures regarding hiring and contracting, commence and complete all steps necessary to act on Developer's currently pending Subsequent Project Approval applications including: (i) providing at Developer's expense and subject to Developer's request and prior approval, reasonable overtime staff assistance, additional staff and/or staff consultants for processing of Subsequent Project Approval applications as may be necessary to meet Developer's reasonable schedule considerations; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such pending Subsequent Project Approval application.

C. Any request for a Modified Project Approval which involves discretionary approvals that are necessary to accommodate an increase in the number of housing units provided, subject to and satisfying the Modified Project Approval Conditions and in compliance with the City's existing inclusionary housing requirements in effect as of the Effective Date, will be entitled to a streamlined review and approval process requiring City to (1) use best efforts to expeditiously process any necessary entitlement approvals (e.g., an amended CDP, an amended VTM) within twelve (12) months of a substantially complete application being submitted, and (2) restrict the number of public hearings that can be held regarding the application to a maximum of five.

Section 9.4 Other Agency Subsequent Project Approvals; Authority of City. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Nevertheless, City shall be bound by, and shall abide by, its covenants and obligations under this Agreement in all respects when dealing with any such agency regarding the Property. City shall cooperate with Developer, at Developer's expense, to the extent appropriate and as permitted by law, in Developer's efforts to obtain, as may be required, Other Agency Subsequent Project Approvals. Nothing in this Section 9.4 shall relieve Developer of its obligation to comply with the Project Approvals, notwithstanding any conflict between the Other Agency Subsequent Project Approvals and the Project Approvals.

Section 9.5 Implementation of Necessary Mitigation Measures. Developer shall, at its sole cost and expense, comply with the Project MMRP requirements as applicable to the Property and Project.

Section 9.6 Cooperation in the Event of Legal Challenge.

A. The filing of any third-party lawsuit(s) against City or Developer relating to this Agreement, the Project Approvals or construction of the Project shall not delay or stop the development, processing or construction of the Project or approval of any Subsequent Project Approvals, unless a court order prevents the activity. City shall not stipulate to or cooperate in the issuance of any such order.

B. City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement or the Project Approvals (“**Litigation Challenge**”), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent Developer desires to contest or defend such Litigation Challenge, (i) Developer shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice; (ii) City may, in its sole discretion, elect to be separately represented by the legal counsel of its choice, selected after consultation with Developer, in any action or proceeding, with the reasonable costs of such representation to be paid by Developer; (iii) Developer shall reimburse City, within forty-five (45) days following City’s written demand therefor, which may be made from time to time during the course of such litigation, all reasonable costs incurred by City in connection with the Litigation Challenge, including City’s reasonable administrative, legal, and court costs and City Attorney oversight expenses; and (iv) Developer shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys’ fees or cost awards, including attorneys’ fees awarded under Code of Civil Procedure Section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation. Upon request by Developer, City shall enter into a joint defense agreement in a form reasonably acceptable to the City Attorney to facilitate the sharing of materials and strategies related to the defense of such Litigation Challenge without waiver of attorney client privilege. Any proposed settlement of a Litigation Challenge by a Party shall be subject to the approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, that Developer may settle such Litigation Challenge without consent of the City if the settlement does not require any changes to any Project Approvals or action by the City. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City in accordance with Applicable Law, and City reserves its full legislative discretion with respect thereto. If Developer opts not to contest or defend such Litigation Challenge, City shall have no obligation to do so, but shall have the right to do so at its own expense.

Section 9.7 Revision to Project. In the event of a court order issued as a result of a successful Litigation Challenge, City shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Project Approvals and avoid or minimize to the greatest extent possible (i) any impact to the development of the Project as provided for in, and contemplated by, the Project Approvals, or (ii) any conflict with the Project Approvals or frustration of the intent or purpose of the Project Approvals.

Section 9.8 State, Federal or Case Law. Where any state, federal or case law allows City to exercise any discretion or take any act with respect to that law, City shall, in an expeditious and timely manner, at the earliest possible time, (i) exercise its discretion in such a way as to be

consistent with, and carry out the terms of, this Agreement, and (ii) take such other actions as may be necessary to carry out in good faith the terms of this Agreement.

Section 9.9 Defense of Agreement. City, at Developers' expense, shall take all actions that are necessary or advisable to uphold the validity and enforceability of this Agreement. If this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by Applicable Law. In the event of a Litigation Challenge or filing of a referendum challenging the Project Approvals or this Agreement that is required by law to be placed on a ballot, Developer may terminate this Agreement, effective immediately upon giving notice of intent to terminate, and abandon the Project and, following such termination, Developer shall have no further obligation to pay for the costs of defense of this Agreement other than incurred by the City prior to the date of the notice of intent to terminate and thereafter incurred in seeking to have any such Litigation Challenge dismissed as moot.

ARTICLE 10 TRANSFER AND ASSIGNMENT

Section 10.1 Transfers and Assignments.

A. Developer shall have the right to sell, assign, transfer, or otherwise convey all of its right, title and interest in and to all or any portion of the Property without the consent of City; provided, however, in no event, subject to the exceptions identified in subsection 10.1 B. below, shall the rights, duties and obligations conferred or imposed upon Developer pursuant to this Agreement be at any time so transferred ("**Transfer**") except through a transfer of the Property or applicable portion thereof, and no such Transfer of Developer's rights, duties and obligations under this Agreement shall be made prior to substantial completion of the Project or completed portion of the Project to be conveyed, without the prior written consent of City Manager, which consent City Manager shall not unreasonably withhold, condition or delay. In the event of a transfer of a portion of the Property, the applicable Developer shall have the right to request that the City Manager reasonably consent to a Transfer of its rights, duties and obligations under this Agreement that are applicable to the transferred portion of the Property, and retain all rights, duties and obligations applicable to the portions of the Property that Developer will retain. Upon Developer's request, City, at Developer's expense, shall cooperate with Developer and any proposed transferee to allocate rights, duties and obligations under this Agreement and the Project Approvals between the transferred Property and the retained Property pursuant to an assignment and assumption agreement ("**Assignment and Assumption Agreement**") substantially in the form attached hereto as Exhibit J.

B. Consent shall not be required for (i) Transfers to Developer's Affiliates, (ii) pledges of any interest in the Property or Developer to institutional lenders, investors, or financing parties, or their successors or assigns, (iii) financing transactions, such as sale-leaseback or grant of a mortgage or deed of trust, for purposes of financing acquisition or development of the Project; or any foreclosure thereof or deed-in-lieu with respect thereto; (iv) any change, directly or indirectly, of the equity or ownership interests of Developer or any Transferee which individually or cumulatively with prior changes does not result in a change in Control of Developer or Transferee; (v) Transfers to SRI or an SRI Affiliate following issuance of a Notice of Default by City to Developer and Developer's failure to cure in accordance with Article 11; (vi) any transfer of land

or improvements to City or City's designee or to non-profits approved by City in satisfaction of obligations under this Agreement or the Approvals; or (vii) any leases, subleases, licenses, easements, or other occupancy agreements, with the exception of long-term ground leases (collectively, "**Pre-Approved Transfers**"). Notwithstanding the foregoing, if any Pre-Approved Transfers include the transfer of rights and obligations under this Agreement and results in the transferee having a legal or equitable interest in the Property or a portion thereof, then Developer and the transferee shall enter into an Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit J, provide a copy of such agreement to City, and such transaction shall be treated as a "Transfer" under this Agreement and the transferee with respect thereto be a treated as a "Transferee" and the transferor as a "Transferor." With respect to clause (iv) above, if Developer or a Transferee, or any constituent entity of Developer or a Transferee, is a publicly traded company, then a sale or transfer of shares in such company shall not be deemed a change in Control of Developer or such Transferee.

C. For purposes of this Article 10, (A) "**Affiliate**" means any corporation, limited liability company, partnership or other entity which is directly or indirectly Controlling of, Controlled by, or is under Common Control with Developer; (B) "**Control**", "**Controlling**", "**Controlled**", and "**Common Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the day-to-day management and activities of the specified entity (provided, the possession of so-called major decision consent rights shall not, in and of itself, be deemed to constitute Control); and (C) the party to whom the Property or any portion thereof is Transferred along with Developer's interest, rights, and obligations under this Agreement applicable to the Property transferred is a "**Transferee**" and the party who makes such Transfer is a "**Transferor**."

D. Excepting any Pre-Approved Transfers, Developer shall notify City of any proposed Transfer under this Agreement, including any Transfer by SRI or an SRI Affiliate to any third party subsequent to a Pre-Approved Transfer pursuant to subsection 10.1 B (v), at least forty-five (45) days prior to completing any Transfer; provided, however that if Applicable Laws regarding publicly traded companies, prohibit such advance notice, then Developer shall not be obligated to include in such notice any information that could reasonably be expected to violate such Applicable Laws. City shall approve or disapprove the requested Transfer with respect to any portion of the Property within thirty (30) days after receipt of a written request for approval from Developer, together with such financial information and other documentation that City determines is reasonably necessary to evaluate the proposed transaction and the proposed assignee's experience, reputation, qualifications and ability to develop and construct the Project in accordance with the terms and conditions of the Project Approvals. City shall not unreasonably withhold, condition or delay its approval of a proposed Transfer to a proposed transferee who has (i) at least ten (10) years' experience in the development, ownership, operation and management of similar-size or larger developments of the type to be undertaken on the subject property without any record of material violations of Applicable Laws, and (ii) the financial resources and wherewithal to develop and effectively manage the Project or pertinent component of the Project. The approved assignee shall be required to assume Developer's rights and obligations under this Agreement with respect to the transferred portion of the Property pursuant to an Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit J. No later than ten (10) business days after the date the assignment becomes effective, Developer shall deliver to City a conformed copy of the fully executed and recorded assignment and assumption agreement

Section 10.2 Release upon Transfer; No Cross-Defaults. Upon the Transfer of all or any of Developer's rights and interests under this Agreement pursuant to this Article 10, Developer shall automatically be released from its obligations and liabilities under this Agreement with respect to that portion of the Property transferred, and any subsequent default or breach with respect to the transferred rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations under this Agreement, provided that (i) Developer has provided to City written Notice of such Transfer, and (ii) the Transferee executes and delivers to City an Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit J, in accordance with Section 10.1. Upon any Transfer of any portion of the Property and the express assumption of Developer's obligations under this Agreement by such Transferee, City agrees to look solely to the Transferee for compliance by such Transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such Transferee. Except as otherwise provided in this Agreement, a default by any Transferee shall only affect that portion of the Property owned by such Transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such Transferee. The Transferor and the Transferee shall each be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferor/transferee, and any amendment to this Agreement between City and a Transferor or a Transferee shall only affect the portion of the Property owned by such Transferor or Transferee. Failure to deliver a written Assignment and Assumption Agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 12.4 below, nor shall such failure negate, modify or otherwise affect the liability of any Transferee pursuant to the provisions of this Agreement.

ARTICLE 11 DEFAULT; REMEDIES; TERMINATION

Section 11.1 Breach and Default. Subject to extensions of time under Section 2.2C or by mutual consent in writing, and subject to a Mortgagee's right to cure under Section 7.3, failure of a representation and warranty by either Party as provided by Section 2.3 and Section 2.4, or failure by a Party to perform any material action or covenant required by this Agreement (not including any failure by Developer to perform any term or provision of any other Project Approval) within thirty (30) days following receipt of written Notice from the other Party specifying the failure shall constitute a **"Default"** under this Agreement; provided, however, that if the failure to perform cannot be reasonably cured within such thirty (30) day period, a Party shall be allowed additional time as is reasonably necessary to cure the failure so long as such Party commences to cure the failure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion. The failure to pay any sum that is due and payable shall not be subject to the additional time to cure the Default, and shall only be subject to a thirty (30) day cure period. Any Notice of Default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Default, all facts constituting evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in Default for purposes of (a) termination of this Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Project. The waiver by either Party of any Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

Section 11.2 Termination. In the event of a Default by a Party, the non-defaulting Party shall have the right to institute legal proceedings pursuant to Section 11.3 and/or terminate this Agreement effective immediately upon giving notice of intent to terminate. Termination of this Agreement shall be subject to the provisions of Section 11.7 hereof. In the event that this Agreement is terminated pursuant to Article 6, Section 9.9, or Section 11.2 and the validity of such termination is challenged in a legal proceeding that results in a final decision that such termination was improper, then this Agreement shall immediately be reinstated as though it had never been terminated.

Section 11.3 Legal Actions.

A. Institution of Legal Actions. In addition to any other rights or remedies, a Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the terms of this Agreement.

B. Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon Developer's registered agent for service of process, or in such other manner as may be provided by law.

Section 11.4 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

Section 11.5 No Damages. In no event shall a Party, or its boards, commissions, officers, agents or employees, be liable in damages for any Default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement, including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

Section 11.6 Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable Law, a Party shall, at the request of the other Party, meet with designated representatives of the requesting Party promptly following its request. The Parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 11.6 shall in any way be interpreted as requiring that Developer and City reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings.

Section 11.7 Surviving Provisions. In the event this Agreement expires or is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations of Developer set forth in Section 4.5 (Prevailing Wage Requirements), Section 9.6 (Cooperation in the Event of Legal Challenge) or expressly set forth herein as surviving the expiration or termination of this Agreement. The termination or expiration of this Agreement shall not affect the validity of the Project Approvals (other than this Agreement).

Section 11.8 Effects of Litigation. In the event litigation is timely instituted, and a final judgment is obtained, which invalidates in its entirety this Agreement, neither Party shall have any obligations whatsoever under this Agreement, except for those obligations which by their terms survive termination hereof.

Section 11.9 California Claims Act. Compliance with the procedures set forth in this Article 11 shall be deemed full compliance with the requirements of the California Claims Act (Government Code Section 900 *et seq.*) including, but not limited to, the notice of an event of default hereunder constituting full compliance with the requirements of Government Code Section 910.

ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Incorporation of Recitals, Exhibits and Introductory Paragraph. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and the Exhibits attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.2 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

Section 12.3 Construction. Each reference herein to this Agreement or any of the Existing Approvals or Subsequent Project Approvals shall be deemed to refer to the Agreement, Existing Approval or Subsequent Project Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement. This Agreement has been reviewed and revised by legal counsel for City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or

enforcement of this Agreement. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive; (iv) “or” is not exclusive; (v) “include,” “includes” and “including” are not limiting and shall be construed as if followed by the words “without limitation,” and (vi) “days” means calendar days unless specifically provided otherwise.

Section 12.4 Covenants Running with the Land. Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein or portion thereof, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

Section 12.5 Notices. Any notice or communication required hereunder between City and Developer (“**Notice**”) must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a Notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by registered or certified mail, such Notice shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom Notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written Notice to the other Party hereto, designate any other address in substitution of the address to which such Notice shall be given. Such Notices shall be given to the Parties at their respective addresses set forth below:

To City: City of Menlo Park
Community Development
701 Laurel Street
Menlo Park, CA 94025
Attn: Community Development Director

With a copy to: Burke, Williams & Sorensen, LLP
181 Third Street
Suite 200
San Rafael, CA 94901-6587
Attn: Nira Doherty

To Developer: LPGS Menlo, LLC
644 Menlo Avenue, 2nd Floor
Menlo Park, CA 94025
Attn: Mark Murray

With a copy to: Coblentz Patch Duffy & Bass LLP
One Montgomery Street, Suite 3000
San Francisco, CA 94104
Attn: Frank Petrilli

Section 12.6 Counterparts and Exhibits; Entire Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. This Agreement, together with the Project Approvals and attached Exhibits, constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof.

Section 12.7 Recordation of Agreement. Pursuant to California Government Code Section 65868.5, no later than ten (10) days after the Effective Date, the City Clerk shall record an executed copy of this Agreement in the Official Records. Thereafter, if this Agreement is terminated, modified or amended, the City Clerk shall record notice of such action in the Official Records.

Section 12.8 No Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties hereto that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any public improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Existing Approvals or Subsequent Project Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, Existing Approvals, Subsequent Project Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

Section 12.9 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

Section 12.10 California Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of San Mateo, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

Section 12.11 City Approvals and Actions. Whenever reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise. The foregoing notwithstanding, the City Manager may, in the exercise of his or her discretion, delegate such authority to act and approve or seek the consent or approval of the City Council with respect to such action or approval.

Section 12.12 Estoppel Certificates. A Party may, at any time during the Term of this Agreement, and from time to time, deliver written Notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either orally or in writing, or if amended, identifying the amendments; (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults; and (iv) any other information reasonably requested. The requesting Party shall be responsible for all reasonable costs incurred by the Party from whom such certification is requested and shall reimburse such costs within thirty (30) days of receiving the certifying Party's request for reimbursement. The Party receiving a request hereunder shall execute and return such certificate, or give a written, detailed response explaining why it will not do so, within twenty (20) days following the receipt thereof. The failure of either Party to provide the requested certificate within such twenty (20) day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. The City Manager shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

Section 12.13 No Third-Party Beneficiaries. City and Developer hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

Section 12.14 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City and that all necessary board of directors', shareholders', partners', city councils' or other approvals have been obtained.

Section 12.15 Further Actions and Instruments. Each Party to this Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

Section 12.16 Limitation on Liability. In no event shall: (a) any partner, officer, director, member, shareholder, employee, affiliate, manager, representative, or agent of Developer or any general partner of Developer or its general partners be personally liable for any breach of this Agreement by Developer, or for any amount which may become due to City under the terms of

this Agreement; or (b) any member, officer, agent or employee of City be personally liable for any breach of this Agreement by City or for any amount which may become due to Developer under the terms of this Agreement.

Section 12.17 Indemnification and Hold Harmless. Developer shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless City and its elected and appointed officials, boards, commissions, officers, employees, contractors, agents, and representatives (individually, a “**City Party**” and, collectively, “**City Parties**”) from and against any and all third party Claims, including Claims for any bodily injury, death, or property damage, arising during the Term, directly or indirectly from the development, construction, or operation of the Project and, if applicable, from failure to comply with the terms of this Agreement, and/or from any other acts, omissions, negligence, or willful misconduct of Developer or any of Developer’s employees, partners, members, shareholders, contractors, subcontractors, agents, or representatives (individually a “**Developer Party**” and collectively, “**Developer Parties**”) under this Agreement; provided that (i) Developer’s indemnity and hold harmless obligations in this Section 12.17 shall also include reasonable first party attorneys’ fees and costs that may be incurred by City Parties in the defense of any third party Claims, and (ii) Developer’s obligations in this Section 12.17 to indemnify and hold harmless the City Parties (but not Developer’s duty to defend the City Parties) shall be limited (and shall not apply) to the extent such Claims are found to arise from the gross negligence or willful misconduct of a City Party. This Section 12.17 includes all present and future Claims arising out of or in any way connected with a Developer Parties’ obligation to comply with the requirements of the Prevailing Wage Laws in accordance with Section 4.5 of this Agreement. Developer’s obligations under this Section 12.17 with respect to any third party Claims accruing during the Term of this Agreement shall survive expiration or earlier termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF MENLO PARK, a California
municipal corporation

By: _____
Justin I. C. Murphy, City Manager
[signature must be notarized]

APPROVED AS TO FORM:

By: _____
Nira F. Doherty, City Attorney

ATTEST:

By: _____
Judi A. Herren, City Clerk

DEVELOPER:

LPGS MENLO, LLC, a Delaware limited
liability company

By: _____
Name: _____
Title: _____
[signature must be notarized]

By: _____
Name: _____
Title: _____
[signature must be notarized]

ACKNOWLEDGMENTS

State of California)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

✱ ✱ ✱ ✱ ✱ ✱ ✱ ✱ ✱ ✱ ✱ ✱ ✱ ✱

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same

in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

(Notary Signature)

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)
) ss
County of _____)

On _____, before me, _____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

(Notary Signature)

EXHIBIT A

**SITE MAP DEPICTING PROPERTY, SRI PROPERTY, BUILDINGS P, S & T
PROPERTY, AND CHURCH PROPERTY**

(SEE ATTACHED)

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

(SEE ATTACHED)

EXHIBIT C

**CONSENT OF SRI INTERNATIONAL, A 501(C)(3)
NONPROFIT SCIENTIFIC RESEARCH INSTITUTE**

EXHIBIT D

**CONSENT OF FIRST CHURCH OF CHRIST, SCIENTIST, MENLO PARK,
CALIFORNIA, A CALIFORNIA NON-PROFIT CORPORATION**

EXHIBIT E
LIST OF IMPACT FEES
(SEE ATTACHED)

EXHIBIT F
PARKLINE PHASING PLAN
(SEE ATTACHED)

EXHIBIT G

PROJECT SITE PLAN – FULL BUILDOUT

(SEE ATTACHED)

EXHIBIT H
QUIMBY ACT FEES & CREDITS
(SEE ATTACHED)

EXHIBIT I

CONCEPTUAL OPEN SPACE PLAN – PHASE 1

(SEE ATTACHED)

EXHIBIT J

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(SEE ATTACHED)

EXHIBIT K

FORM OF PILOT (PAYMENT IN LIEU OF TAXES) AGREEMENT

(SEE ATTACHED)