REGULAR MEETING AGENDA

Date: 9/26/2016
Time: 7:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

A. Call To Order

B. Roll Call

C. Reports and Announcements

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

D. Public Comment

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

E. Consent Calendar

E1. Approval of minutes from the August 29, 2016 Planning Commission meeting. (Attachment)

F. Regular Business

F1. Review of Determination of Substantial Conformance/Janice Yuen/1010-1026 Alma Street: Review of the Determination of Substantial Conformance for exterior modifications to an approved architectural control application for a new three-story, non-medical office building with two underground parking levels at the Public Benefit Bonus level in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district. (Attachment)

G Public Hearing

G1. Zoning Ordinance Text Amendment, Rezoning, Conditional Development Permit, Development Agreement, Lot Reconfiguration, Heritage Tree Removal Permits, Below Market Rate Housing Agreement, and Environmental Review/Hibiscus Properties, LLC on behalf of Facebook, Inc./300-309 Constitution Drive and 1 Facebook Way:

- **Zoning Ordinance Text Amendment** to include hotels as conditional uses within the M-2 zoning district. The text amendment would be consistent with the Limited Industry Land Use Designation of the existing General Plan;
- **Rezone** entire site from M-2 (General Industrial) and M-2(X) (General Industrial, Conditional Development) to M-2(X) (General Industrial, Conditional Development) to allow for a Conditional Development Permit to establish the development regulations;
- **Amended and Restated Conditional Development Permit (CDP)** to redevelop an approximate 58-acre site (300-309 Constitution Drive) with approximately 962,400 square feet of office use, including ancillary employee amenities, and a 200-room hotel of approximately 174,800 square feet. With Building 23 (formerly 300 Constitution Drive), the maximum gross floor area would be approximately 1.318 million square feet. The CDP would permit maximum building heights of up to 75 feet, allow building coverage to potentially exceed 50 percent of the site, identify the expanded construction hours, establish the permitted uses at the site, establish the maximum allowed signage area, permit the use and storage of hazardous materials associated with general office uses, set the parking ratio for the site, as well as to define all other development standards and regulations;
- **Development Agreement** for the provision of overall benefits to the City and adequate regulations in exchange for vested rights for the Facebook Campus Expansion Project;
- **Heritage Tree Removal Permits** to permit the removal of approximately 274 heritage trees and establish a heritage tree replacement ratio associated with the proposed project;
- **Below Market Rate (BMR) Housing Agreement**, per the requirements of the City's Municipal Code, which would help increase the affordable housing supply by requiring the applicant to provide monies for the BMR fund or by procuring off-site BMR units;
- **Lot Reconfiguration** to modify the location of two legal lots or merge the legal lots that comprise the project site and the adjacent lot for Building 20; and
- **Environmental Impact Report**, **Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program** that analyze the potential environmental impacts of the proposed project and include specific findings that the project includes substantial benefits that outweigh its significant, and adverse environmental impacts, and establishes responsibility and timing for implementation of all required mitigation measures.
  (Staff Report #16-082-PC)

H. Informational Items

H1. Future Planning Commission Meeting Schedule – The upcoming Planning Commission meetings are listed here, for reference. No action will be taken on the meeting schedule, although individual Commissioners may notify staff of planned absences.

- Special Meeting: October 19, 2016 (Wednesday)
- Regular Meeting: October 24, 2016
- Regular Meeting: November 7, 2016
- Regular Meeting: November 14, 2016

I. Adjournment

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at www.menlopark.org and can receive e-mail notification of agenda and staff report postings by subscribing to the "Notify Me" service at menlopark.org/notifyme. Agendas and staff reports may also be obtained by contacting the Planning Division at (650) 330-6702. (Posted: 9/22/16)

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

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

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

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

REGULAR MEETING MINUTES - DRAFT
Date: 8/29/2016
Time: 7:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

A. Call to Order

Chair Katherine Strehl called the meeting to order at 7:00 p.m.

B. Roll Call

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

Absent: None

Staff: Thomas Rogers, Principal Planner; Michele T. Morris, Assistant Planner; Corinna Sandmeier, Associate Planner, Tom Smith, Associate Planner

C. Reports and Announcements

Principal Planner Rogers said the City Council at its August 23, 2016 meeting held a study session on transportation changes intended to improve emergency vehicle access for Willow Road. He said the Council also looked at access, parking and safe routes to schools for the Laurel Upper School proposed for the former German-American School site. He said two community meetings on the ConnectMenlo project would be held with the same content presented at each: September 1 at the Belle Haven Community Center and September 7 at the City Council Chambers.

D. Public Comment

There was none.

E. Consent Calendar

E1. Approval of minutes from the July 25, 2016 Planning Commission meeting. (Attachment)

E2. Below Market Rate (BMR) Housing In-Lieu Fee Agreement/Eggli Landscape Contractors Inc./ 3585 Haven Avenue: Request to approve a Below Market Rate (BMR) Housing In-Lieu Fee Agreement to convert 1,458 square feet of existing warehouse space (Group B) to new office space (Group A) within an existing warehouse and office building in the M-2 (General Industrial) zoning district. No discretionary action is required for the change of use. (Staff Report #16-069-PC)

ACTION: Motion and second (Riggs/Goodhue) to approve consent calendar as presented; passes 7-0.

F. Public Hearing

F1. Use Permit/Eric Keng/145 Oak Court:
Request for a use permit to demolish a single-story residence and detached garage and construct a new two-story residence and attached garage on a substandard lot located in the R-1-U (Single-Family Urban Residential) zoning district. This item was continued from the meeting of April 11, 2016, with direction for redesign and neighborhood outreach. (Staff Report #16-070-PC)

Staff Comment: Assistant Planner Morris said the Commission had been provided with emails received after the publication of the staff report and copies of those emails were available at the back of the room for the public.

Questions of Staff: Commissioner Kahle said there appeared to be a 25-foot setback and he thought it should show a 20-foot on sheet SK0.2. Assistant Planner Morris said there were three setbacks shown on that sheet: on the left was the front yard setback, a setback to the second floor wall, and the building setback which was 25-feet. She said for this zoning district the front yard setback was 20 feet but to comply with the guest parking for a panhandle lot the applicant was demonstrating a 20 by 25-foot wide area for guest parking in front of the garage. Commissioner Kahle said the first number on the left showed a 25-foot front yard setback and he thought it should show 20-foot front yard setback rather than the 25-foot building setback. Planner Morris said the plan could be revised to reflect that.

Applicant Presentation: Mr. Eric Keng, project architect, said in the redesign the vertical board was removed, and the massing was reduced by lowering the building height by almost three-feet. He said the client wanted to maximize the amount of square footage allowable to accommodate family needs. He noted regarding one bedroom on the second floor that was six feet from a neighbor's windows that they would plant a full size tree to screen before construction began. He said the property owners also had privacy concerns and they would plant more trees for screening. He said they intended to screen any direct view to any of the surrounding neighbors.

Commissioner Kahle asked if they had considered the neighbor's suggestion to remove the second story and maximize the first story, which would be only 200 square feet less than the current design square footage. He said that would also eliminate a staircase freeing up another 100 square feet.

Mr. Keng said from the beginning they considered whether to do a one-story or a two-story. He said although the lot was 11,000 square feet, 5,500 square feet of that was dedicated to an easement. He said putting everything on the first floor would take up the entirety of the lot. He said there was also neighbor concern about drainage impacts and that if they increased the roof area and decreased the vegetation area that could impact drainage.

Commissioner Goodhue asked about the neighbor outreach done for the redesign. Mr. Keng said they met with three of the neighbors collectively and that the neighbors continued to oppose a two-story design.

Commissioner Onken said the drawings showed a balcony at the rear with sliding doors on the first

and second floor. He said the plans did not match the elevation noting the sliding doors on the second floor were only half as wide as what was on the elevation. Mr. Keng thanked Commissioner Onken for bringing that to his attention and said he would correct the plans. Commissioner Onken said it was not clear how a car would get into the second space of the driveway as configured. Mr. Keng said there was room for a car to maneuver as the driveway was 25-feet wide.

Public Comment:

- Laurel Brandt, 143 Oak Court, said her property was next door to the subject property. She said the main concern was the size and looming quality of the proposed home, which she said would be detrimental to the comfort and well being of her family. She said the changes to the plan since the April hearing for the project were mainly cosmetic and did not address privacy impacts. She said the surrounding homes were all one-story. She said of 28 homes on the street that only four were two-story. She said those were on significantly larger lots and mostly faced the street rather than someone's backyard. She said the proposed home took up 98.9% of the floor area limit (FAL). She said the proposed design would create privacy impacts for both her front and back yards. She said they met with the project architect and three of the property owners and they were not willing to compromise on the major issues.

- Adam Brandt, 143 Oak Court, said there were practical solutions. He said the building coverage limit for a one-story house was 40% of the lot size as compared to 35% limit for a two-story house. He said the applicants could build 2600 square feet in a single-story building. He said with no staircase required this could be as functional a home as a two-story. He said if a two-story design that the applicants had about 200 square feet FAL on the ground floor and could reduce the mass of the second-story by moving one of its rooms to the first story. He said an additional 200 square feet could be gained if they did a one-car, rather than a two-car, garage. He said the other two-stories on the street have a stepped back second-story. He said they would like to see side yard plantings rendered more explicitly in the plans. He said obscuring the second-story windows facing east and south was a reasonable request. He said they have also been working with staff on a drainage plan.

- Ana Pedros said that Valentina Cogoni, 139 Oak Court, had to go to Italy unexpectedly but made a video of her comments; however the volume level was not sufficient from the laptop.

  Replying to the Chair, Principal Planner Rogers said staff was not aware that a video would be presented and had no IT person available. He said staff had attempted to increase the volume unsuccessfully. He said Ms. Cogoni had submitted a letter as well that had been included in the Commission's packet. He suggested Ms. Pedros might summarize Ms. Cogoni's concerns.

- Ms. Pedros said Ms. Cogoni was concerned that the proposed structure was out of character with the neighborhood, and if allowed, would enable others to build really large structures that would completely change the character and culture of the neighborhood. It was noted that in her 20 years in the neighborhood, all of the neighbors had at some point redone their homes but privacy was always the main concern. She was concerned that the square footage was being maximized to sell the property. She said in a meeting with the project architect there was no willingness to consider a one-story rather than a two-story design.

- Ana Pedros affirmed with Chair Strehl that she would speak using her three minutes and her

husband's three minutes and he would run a video accompanying her comments. She said her major concern was privacy. She said the neighborhood had small, single-story homes and was very rural in its look and feel. She said the culture was very collegial and friendly among neighbors. She said the proposed home was too large for the lot size as it was a substandard flag lot. She said the front of the proposed house would look directly into her backyard. She said she went to the City and County and got the lot coverage information for the 28 houses on the street and calculated ratios. She said the average ratio for building versus lot area was 25% where the proposal was 43%. She said FAL was an average of 63% and the proposal was 99%. She said the average for the volume was 2.9 and the proposal was 4.9. She said the plan showed trees between her home and the proposed residence but all the trees were seasonal. She said previously there were three windows overlooking her backyard and now there would be four. She said it was an improvement that they would put full grown trees between the buildings but the applicants had not done much maintenance of their existing trees. She said there were a number of power lines that required extensive tree pruning. She suggested that the applicant build only one-story. She said if a second story was allowed it should be much smaller with no windows on the south wall. She said they made suggestions that were not taken such as moving the bedroom window to the west wall and placing a small, higher window on an angle so it did not face her backyard. She said they suggested swapping all the windows in the hallway and closets for skylights. She said the property owners and architect were not responsive to the neighbors' concerns.

- Jungran Lee, 145 Oak Court, property owner, said they moved into the neighborhood and shared with neighbors that they wanted to redo their home. He said their family was retiring in nature and their home was located a football field distance away from Oak Court. He said they reviewed the plans with neighbors early on, and he thought it was better to compare his design proposal to more recently developed properties than to homes that were built many years ago. He said they had put privacy mitigations into their design.

- Marjorie Lucks said she owned property at 124 and 329 Oak Court, and supported suggestions that the proposed home be more modest in size and designed to protect neighbor privacy. She said her family just moved from 124 Oak Court rather than build there because of the limitations due to the easement. She said homes similar to the proposed design could be found in the Willows but those were on larger lots and faced streets rather than located on a flag lot with multiple exposures to neighbors. She said some small changes could be made to the proposed design to protect privacy.

Chair Strehl closed the public hearing.

Commission Comment: Replying to Commissioner Onken, Principal Planner Rogers said two areas in Menlo Park had successfully adopted a neighborhood overlay with neighborhood specific rules but none were so limiting as to prohibit all two-story development. He said the Felton Gable district near Encinal Avenue has a FAL calculation and a daylight plane that was more restrictive than elsewhere in the City. He said the Lorelei Manor district has a more limiting daylight plane with the same FAL calculation but additional second floor setback requirements and upper floor window sill limits. He said the latter overlay was coupled with a reduction in the need for use permits. He said both took resources to put together and required Council authority to start the project.

Commissioner Goodhue said the applicant had been given specific direction at the April meeting regarding the design. She said she thought the changes made to the plan were cosmetic and did not address the massing. She said she could not support the project as presented.

Commissioner Kahle said the property could support a two-story home but this was not the right design. He said some of the recommended changes were made but not taken far enough.

Chair Strehl said she could not support the proposal due to the privacy impacts it presented. She said that the changes made had not gone far enough to address the issues.

Commissioner Onken said the applicants had followed the Commission's direction except to reduce the actual square footage of the building. He said given the context of comments the size of the building was one of the key issues. He said the original design presented in April if located on its own lot without the context of the surrounding homes might have been better than the one now being proposed. He said the second story needed to be reconfigured and reduced in size with fewer windows and pushed back from the east and the front.

Commissioner Riggs said he had not been on the Commission in April, but had reviewed the minutes, the previous plans, the site and the current proposal. He said in general he agreed with other Commissioners. He said although the City did not have design guidelines there has been a consistency from the Commission regarding privacy issues and the scale of the first two-story residence in a one-story area. He said the original design was more attractive than what was proposed now. He suggested the project be continued again for redesign noting that there was an architectural form that could accommodate the second-story so the home looked more like a one-story with gables.

Commissioner Combs said that the redesigned project from a design perspective had become less attractive than the original design but he did not think the Commission led the applicant to a losing outcome. He said it was clear that the applicant wanted the house they wanted, and suggested they deserved a vote on the house they want. He said if the Commission denied the project, the applicant would have a right to appeal to the City Council. He said he would not support the project as presented because it was on a flag lot and was not the two-story design for such a lot and the neighboring homes.

Commissioner Onken said the two-story mass for the rear family room and master bedroom extended out the east side. He said the applicants could extend on the west side instead so those rooms overlooked the carport and the house on Menalto Avenue, which would move the second story mass entirely away from the corner and the other smaller houses. He said he would support directing continuance for redesign. He said his concern with projects was property to property relations and not neighbor relations. He said this project needed more done to it for it to be compatible and acceptable.

Commissioner Riggs said the property owners in the area would need more than 50% of neighbor support for a neighborhood overlay and if they were interested in that, he suggested they begin a survey of neighbors. He moved to continue the project for redesign that would at the least reduce the second-story massing.

Commissioner Combs asked what would occur if the use permit was denied. Principal Planner

Rogers said the Commission would have to articulate findings to support denial. He said denial would start a 15-day period during which anyone could appeal the Commission's action to the City Council. He said a continuance has one disadvantage in that it cannot be appealed. He said if the Commission did not think this proposal or something similar to it was approvable then denial might be worth considering. He said with a denial the zoning ordinance prohibited the submittal of a substantially similar application for a period of one year.

Chair Strehl asked about timing. She said if the Commission denied the project would the applicant be able to bring a new design back to the Commission within four months. Principal Planner Rogers said a project submittal that was straight forward, complete and had neighbor support would take three to five months to get to the Commission for review. Chair Strehl asked about the timing for a continuance. Principal Planner Rogers said a continuance was more a question of whether the project needed a few adjustments or a fundamental rethinking.

Commissioner Combs said he would vote against continuance as the project needed a yes or no vote. He said substantially this was the project the applicant wanted. He said in reference to Commissioner Onken's earlier comment that core planning included people and was not just about relations among properties.

Commissioner Strehl asked about the appeal process. Principal Planner Rogers said an appeal required a letter to the Council stating the basis of the appeal and payment of a flat fee if made by a resident. He said the ordinance indicates that an appeal should be taken to the Council within 45 days and be resolved within 75 days unless extended by the involved parties.

Commissioner Barnes asked if it would be acceptable to check with the applicants as to their desire for either a continuance or denial.

Responding to Chair Strehl, Mr. Keng said the project was quite livable as designed, and denial was preferred so they could go through the appeal process.

Chair Strehl asked for a second to Commissioner Riggs' motion to continue. There was none, and the motion died for the lack of a second.

ACTION: Motion and second (Onken/Barnes) to approve the use permit request; fails 0-7.

Principal Planner Rogers said the failure of the motion was not appealable. He said for an appealable process, the Commission would need to make an affirmative motion to deny and for what reasons.

Commissioner Combs moved to deny the use permit based on the reasoning that the massing did not fit the flag lot. Commissioner Riggs seconded the motion noting there was an architectural solution that would accommodate 2600 to 2800 square feet of house without dominating the one-story neighborhood.

Chair Strehl said there was a lack of specificity about plantings for screenings and sill heights.

Commissioner Riggs said the scale of the building needed to be more consistent with the immediate neighborhood and that there was an architectural solution of 2600 to 2800 square feet that would not require such a dominant building.

Commissioner Goodhue said the conditions were the flag lot and the massing, and the expectation that there was an architectural style that could accommodate the desired square footage and not dominate neighboring homes.

ACTION: Motion and second (Combs/Riggs) to deny the use permit request due to massing and scale that did not fit the flag lot and surrounding predominately one-story neighborhood and existence of architectural solutions that would accommodate 2600 to 2800 square foot of house without dominating the one-story neighborhood; passes 7-0.

F2. Use Permit and Architectural Control/DES Architects + Engineers/1525 O'Brien Drive:
Request for a use permit and architectural control to modify an existing office and research and development (R&D) building by removing an existing storage mezzanine, balcony, and office space, and constructing a new lobby on a property in the M-2 (General Industrial) zoning district. The applicant is also requesting a use permit to allow the storage and use of hazardous materials (diesel fuel) associated with an emergency generator to be placed on the site. *Item continued to the September 12, 2016 Planning Commission meeting.*

F3. Use Permit/Phillips Volcano Atheromed/1530 O'Brien Drive:
Request for a use permit for the storage and use of hazardous materials associated with the research, development, and pilot manufacturing of catheters, located in an existing building in the M-2 (General Industrial) zoning district. All hazardous materials would be used and stored within the existing building. (Staff Report #16-071-PC)

Staff Comment: Associate Planner Smith said staff had no additions to the written staff report.

Applicant Presentation: Mr. John Tarlton said the firm Atheromed was acquired by Phillips and was moving to a different location.

Chair Strehl opened the public hearing and closed it as there were not speakers.

ACTION: Motion and second (Onken/Kahle) to approve the use permit request as recommended in the staff report; passes 7-0.

1. Make a finding that the project is categorically exempt under Class 1 (Section 15301, “Existing Facilities”) of the current California Environmental Quality Act (CEQA) Guidelines.

2. Make findings, as per Section 16.82.030 of the Zoning Ordinance pertaining to the granting of use permits, that the proposed use will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, and will not be detrimental to property and improvements in the neighborhood or the general welfare of the City.

3. Approve the use permit subject to the following ***standard*** conditions:

    a. Development of the project shall be substantially in conformance with the plans provided by Green Environment, Inc., consisting of seven plan sheets, dated received June 22, 2016, as well as the Hazardous Materials Information Form (HMIF), dated received June 22,

2016, approved by the Planning Commission on August 29, 2016 except as modified by the conditions contained herein, subject to review and approval of the Planning Division.

b. Prior to building permit issuance, the applicant shall comply with all sanitary district, Menlo Park Fire Protection District, and utility companies regulations that are directly applicable to the project.

c. Prior to building permit issuance, the applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.

d. If there is an increase in the quantity of hazardous materials on the project site, a change in the location of the storage of the hazardous materials, or the use of additional hazardous materials after this use permit is granted, the applicant shall apply for a revision to the use permit.

e. Any citation or notification of violation by the Menlo Park Fire Protection District, San Mateo County Environmental Health Department, West Bay Sanitary District, Menlo Park Building Division or other agency having responsibility to assure public health and safety for the use of hazardous materials will be grounds for considering revocation of the use permit.

f. If the business discontinues operations at the premises, the use permit for hazardous materials shall expire unless a new business submits a new hazardous materials information form and chemical inventory to the Planning Division for review by the applicable agencies to determine whether the new hazardous materials information form and chemical inventory are in substantial compliance with the use permit.

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

a. Prior to the use of hazardous materials, the applicant shall provide a copy of the emergency response plan, including the phone numbers of the West Bay Sanitary District, Silicon Valley Clean Water, SFPUC Millbrae Dispatch Center and all other standard relevant agencies in the event of an accidental spill or discharge, subject to approval of Planning Division staff.

F4. Use Permit/Menlo Park Portfolio c/o Tarlton Properties/1330 O'Brien Dr:
Request for a use permit for hazardous materials to install a new diesel generator in the M-2 (General Industrial) zoning district. As part of the project, the applicant is requesting a parking reduction based on the uses within the building and the existing tenants' operations. 141 parking spaces would be provided, after the removal of two existing spaces to accommodate the proposed generator, where 154 parking spaces are required by the M-2 square-footage-based parking requirements. (Staff Report #16-072-PC)

Staff Comment: Associate Planner Sandmeier said staff had no additions to the written report.

Questions of Staff: Commissioner Barnes asked whether the parking reduction was part of the use permit request. Planner Sandmeier said it was.

Commissioner Riggs asked about the daytime hours for testing the generator. Planner Sandmeier

said the day time hours were 9 a.m. to 6 p.m.

Applicant Presentation: Mr. Tarlton said a couple of their tenants needed backup power for the sequencing work they were doing.

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

Commission Comment: Planner Sandmeier said that the daylight hours for testing were in fact 7 a.m. to 10 p.m. and suggested the Commission could specify testing hours.

Commissioner Onken referred to the noise ordinance specifications regarding construction or 8 a.m. to 6 p.m. on weekdays and 8 a.m. to noon on Saturday.

Replying to the Chair, Mr. Tarlton said they would limit generator testing to the specifications of the City's noise ordinance regarding construction.

ACTION: Motion and second (Riggs/Strehl) to approve the use permit request with the following modification; passes 7-0.

1. Make a finding that the project is categorically exempt under Class 1 (Section 15301, "Existing Facilities") of the current California Environmental Quality Act (CEQA) Guidelines.
2. Make findings, as per Section 16.82.030 of the Zoning Ordinance pertaining to the granting of use permits, that the proposed use will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, and will not be detrimental to property and improvements in the neighborhood or the general welfare of the City.
3. Approve the use permit subject to the following ***standard*** conditions:
    a. Development of the project shall be substantially in conformance with the project plans provided by DES Architects, consisting of three plan sheets, dated received August 17, 2016, the project description and request for parking reduction letters, dated received August 17, 2016, and approved by the Planning Commission on August 29, 2016, as well as the Hazardous Materials Information Form (HMIF), dated received February 23, 2016, and approved by the Planning Commission on August 29, 2016 except as modified by the conditions contained herein, subject to review and approval of the Planning Division.

    b. Prior to building permit issuance, the applicant shall comply with all sanitary district, Menlo Park Fire Protection District, and utility companies regulations that are directly applicable to the project.

    c. Prior to building permit issuance, the applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.

    d. If there is an increase in the quantity of hazardous materials on the project site, a change in the location of the storage of the hazardous materials, or the use of additional hazardous materials after this use permit is granted, the applicant shall apply for a revision to the use permit.

e. Any citation or notification of violation by the Menlo Park Fire Protection District, San Mateo County Environmental Health Department, West Bay Sanitary District, Menlo Park Building Division or other agency having responsibility to assure public health and safety for the use of hazardous materials will be grounds for considering revocation of the use permit.

f. If the business discontinues operations at the premises, the use permit for hazardous materials shall expire unless a new business submits a new hazardous materials business plan to the Planning Division for review by the applicable agencies to determine whether the new hazardous materials business plan is in substantial compliance with the use permit.

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

a. ***Testing of the diesel generator shall comply with the daytime hours permitted for construction under the City's noise ordinance.***

G. Informational Items

G1. Future Planning Commission Meeting Schedule.

- Regular Meeting: September 12, 2016
- Regular Meeting: September 26, 2016
- Special Meeting: October 19, 2016 (Wednesday)
- Regular Meeting: October 24, 2016

H. Adjournment

Chair Strehl adjourned the meeting at 7:32 p.m.

Staff Liaison: Thomas Rogers, Principal Planner

Recording Secretary: Brenda Bennett

STAFF REPORT

Planning Commission
Meeting Date: **9/26/2016**
Staff Report Number: **16-083-PC**

Public Hearing: **Facebook Campus Expansion Project/Hibiscus Properties, LLC/Facebook Campus Expansion Project (301-309 Constitution Drive)**

Recommendation

Staff recommends that the Planning Commission review and provide a recommendation that the City Council make the necessary findings and take actions for approval of the Facebook Campus Expansion Project as outlined in Attachment A. The Planning Commission should provide recommendations to the City Council on the following entitlements and environmental review components of the proposed project:

- **Zoning Ordinance Text Amendment** to include hotels as conditional uses within the M-2 zoning district. The text amendment would be consistent with the Limited Industry Land Use Designation of the existing General Plan;
- **Rezone** entire site from M-2 (General Industrial) and M-2(X) (General Industrial, Conditional Development) to M-2(X) (General Industrial, Conditional Development) to allow for a Conditional Development Permit to establish the development regulations;
- **Amended and Restated Conditional Development Permit (CDP)** to redevelop an approximate 58-acre site (301-309 Constitution Drive) with approximately 962,400 square feet of office use, including ancillary employee amenities, and a 200-room hotel of approximately 174,800 square feet.
- **Development Agreement** for the provision of overall benefits to the City and adequate regulations in exchange for vested rights for the Facebook Campus Expansion Project;
- **Heritage Tree Removal Permits** to permit the removal of approximately 274 heritage trees and establish a heritage tree replacement ratio associated with the proposed project;
- **Below Market Rate (BMR) Housing Agreement**, per the requirements of the City's Municipal Code, which would help increase the affordable housing supply by requiring the applicant to provide monies for the BMR fund or by procuring off-site BMR units;
- **Lot Reconfiguration** to modify the location of two legal lots or merge the legal lots that comprise the project site and the adjacent lot for Building 20;
- **Environmental Impact Report** that analyzes the potential environmental impacts of the proposed project; and
- **Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program** that includes specific findings that the project includes substantial benefits that outweigh its significant, and adverse environmental impacts, and establishes responsibility and timing for implementation of all required mitigation measures.

While not required by the California Environmental Quality Act (CEQA), the City has prepared a Fiscal Impact Analysis (FIA) to inform decision makers and the public of the potential fiscal impacts of the project.

In addition, the City prepared a Displacement Analysis to assess potential impacts of the project on the effects of displacement in the Belle Haven neighborhood and City of East Palo Alto. The Planning Commission should consider the above requested land use entitlements, environmental review, the FIA, and Displacement Analysis as part of its recommendation on the project to the City Council, which is the deciding body on this project.

Policy Issues

The proposed project requires the Planning Commission and City Council to consider the merits of the project, including project consistency with the City's current general plan, municipal code, and other adopted policies and programs. The Commission and Council will also need to consider the proposed development standards in the associated amended and restated conditional development permit. As part of the project review, the Commission and Council will need to make findings that the merits of the project and the public benefits associated with the development agreement balance the significant and unavoidable impacts by adopting a statement of overriding considerations and a mitigation monitoring and reporting program as part of its certification of the EIR. Further, the Commission and Council will need to consider resolutions regarding heritage tree removal permits and the BMR Housing Agreement for the project. The Planning Commission is a recommending body on the policy issues. The policy issues summarized here are discussed in detail in the staff report.

Background

On March 31, 2015, Hibiscus Properties, LLC, a wholly owned subsidiary of Facebook, Inc., submitted an application for the proposed redevelopment of the former TE Connectivity Campus. The campus is located at 300-309 Constitution Drive, along Bayfront Expressway, between Chilco Street and Building 23 (formerly identified as 300 Constitution Drive) and the recently completed Building 20 (formerly identified as the Facebook West Campus). The TE Connectivity campus was originally developed by Raychem through a Master Site Plan. Following the Master Site Plan approval, two Conditional Development Permits (X districts) were established for two buildings on the campus to permit the heights of those specific buildings to exceed the M-2 zoning district height limit of 35 feet. The campus was originally approximately 80 acres in area, but in 2006 General Motors purchased 22 acres of the site, which now contains the recently completed Facebook Building 20.

Previously, in December 2014, the Planning Commission approved a use permit to convert an existing approximately 180,108 square foot warehouse and distribution building to offices and ancillary employee amenities, located at 300 Constitution Drive (now referred to as Building 23), near the Constitution Drive entrance to the site along Chilco Street. Construction is anticipated to be complete in the near future and Facebook has obtained temporary occupancy for the building.

Since building 23 previously received its entitlements, the project site is commonly referred to as 301-309 Constitution Drive. The currently proposed project would demolish the remaining existing buildings at 301-309 Constitution Drive and redevelop that portion of the project site with two new office buildings and a hotel. While not part of the project, the proposed amended and restated conditional development permit would encompass Buildings 20 and 23. Therefore, the requested land use entitlements would include the entire TE Campus. It is important to note that no changes to Building 20, with the exception of the

connection to Building 21 are proposed at this time. All approved development standards and any outstanding mitigation measures in the mitigation monitoring and reporting program (MMRP) would still apply to the development at Building 20 (1 Facebook Way). Additionally, no changes to Building 23 are proposed at this time, with the exception of a possible enclosed bridge connection to Building 22 in the future. As discussed later in the staff report, the Trip Cap would be inclusive of Buildings 20 and 23, consistent with the CDP.

Site location

The subject site extends from the corner of Chilco Street and Bayfront Expressway east toward Building 20 near Willow Road. Chilco Street wraps around the western side and a portion of the southern side of the property. There is an electric substation solely servicing this site located near the curve in Chilco Street. The campus is adjacent to Bayfront Expressway across from the former salt ponds that are subject of a forthcoming restoration project and adjacent to Chilco Street. To the west are commercial and industrial uses within the M-2 (General Industrial) zoning district, including the Facebook occupied buildings at 180-200 Jefferson Drive, and to the east is Facebook Building 20, located at the corner of Willow Road and Bayfront Expressway. To the south, across the Dumbarton Rail Corridor and Chilco Street, are the Onetta Harris Community Center and Menlo Park Senior Center, Beechwood School, Menlo Park Fire Protection District Station 77, single-family residences (R-1-U zoning district), and single-family residences in the Hamilton Park housing development (R-3-X zoning district). A location map identifying the entire Facebook West Campus is included as Attachment B.

Public Outreach and Schedule

As part of the City's review of the proposed project and development of the environmental impact report, the City held various Commission, Council, and public outreach meetings on the Project. A complete list of public meetings and project milestones is included in Attachment C. As part of the public outreach process, the Council reviewed a tentative project schedule, including a list of public meetings during the Draft EIR review and comment period, at its meeting on November 17, 2015 The City Council received updates on the project schedule throughout the environmental and entitlement review process. During the Draft EIR comment period, the Planning Commission held a public hearing where comments on the Draft EIR were formally recorded and responded to as part of the Response to Comments document in the Final EIR. The additional public meetings during the Draft EIR comment period were for informational purposes and public comments at those meetings were not formally recorded. However, where an individual commission was charged with reviewing and recommending on specific aspects of the project (i.e. BMR Agreement and heritage tree removal permits), the commissions' provided a recommendation to the Planning Commission and City Council.

Analysis

As discussed previously, the project proposal requires the review and consideration of new land use entitlements and associated agreements. A discussion of the proposed project, as well as required land use entitlements and agreements are discussed in more detail in the following sections.

Project description

The proposed project would redevelop the approximately 58-acre TE Connectivity campus, which

currently consists of multiple buildings that include manufacturing, warehousing, office, and research and development uses. The existing site contains approximately 1.02 million square feet of gross floor area (GFA) for an FAR of 40 percent, inclusive of Building 23 (300 Constitution Drive). As stated previously, Building 23 is not part of the project, but is located on the project site and therefore, is included in the site analysis. While Building 20 is not currently part of the site, the project site would be merged with Building 20. For purposes of this staff report and project review, Building 20 is not included in the analysis. However, Building 20 is referenced throughout the report for context.

The proposed project includes the construction of two new office buildings (Referred to as Buildings 21 and 22), encompassing a maximum of 962,400 square feet of gross floor area. The two office buildings would increase the gross floor area of office uses at the site by 126,600 square feet over the existing square footage. The project also includes a 200-room limited service hotel of approximately 174,800 square feet. The hotel would include a restaurant and hotel bar that would be open to the public. With the hotel, the net increase in gross floor area for all uses at the site would be approximately 121,300 square feet for a maximum of 1,317,300 square feet, inclusive of Building 23. If Building 20 is included the GFA for the site would be 1,750,855 square feet or approximately 52 percent. The total square footage of offices at the entire site would be 1,576,055 square feet of GFA, or an FAR of 45 percent. The entire site GFA and FAR calculations are consistent with the general plan and subsequently the Zoning Ordinance. The following table summarizes the proposed square footage on the TE Campus site (excluding Building 20) by building:

Proposed Project Components	**Gross Floor Area (GFA)**	**Floor Area Ratio (FAR)**
Building 21 (Demolish Buildings 307-309)	512,900 sf	n/a
Building 22 (Demolish Buildings 301-306)	449,500 sf	n/a
Building 23 (Converted Building 300)	180,100 sf	n/a
Total Proposed Office Area	*1,142,500 sf*	*45%*
Hotel	174,800 sf	n/a
Total Proposed GFA	*1,317,300 sf*	*52%*

The proposed office buildings would be oriented east-to-west, similar to Building 20. Building 21 would be constructed in the first phase and would be connected to Building 20 through usable gross floor area at both the main and mezzanine levels. The roof deck between the two buildings would be continuous. Building 22 and the hotel would be constructed in a second phase and Buildings 22 and 21 would be connected through an open air bridge. The hotel is anticipated to be located near the corner of Chilco Street and Bayfront Expressway. The project would include publicly accessible open space and a new pedestrian and bicycle bridge over Bayfront Expressway, providing a more direct connection from the campus and the Belle Haven neighborhood to the Bay Trail. The publicly accessible area would be located between Buildings 21 and 22, adjacent to the bend in Chilco Street near the Dumbarton Rail Corridor. The project plans are included in Attachment D and also available on the City-maintained project page (http://menlopark.org/1001/Project-Plans).

Design and Materials

The project plans (Attachment D) include detailed design plans for Building 21, including architectural materials and colors. The project plans contain more conceptual designs for Building 22 and the hotel;

however, it is anticipated that the design and materials of Building 22 would be consistent with Buildings 21 and 20. Massing studies have been done for Building 22 and the hotel to define the general development proposal and enable the environmental review to analyze the proposed buildings, as well as to define the general framework for the development standards in the draft CDP (Attachment E). The draft CDP includes a requirement that the Planning Commission review and approve the more refined design plans for Building 22 and the Hotel through a formal architectural control review. Building 21, the first phase, is more developed and the Planning Commission's recommendation on the proposed project and the City Council's ultimate action on the project includes review of the design for Building 21.

Building 21 (and it is anticipated Building 22) would be similar in design to Building 20. The proposed hotel and office buildings would extend to a maximum height of 75 feet (not inclusive of roof screening, mechanical equipment, or elevator overrides), comparable to Building 20, which has a maximum height limit of 73 feet, inclusive of all parapets and projections. Along the south side of Building 21 (at the connection with Building 20) would be a terraced area leading from grade to the main and mezzanine levels. The terraced area would provide articulation along the façade and reduce the massing of the two connected buildings. Building 21 would contain a usable roof deck with landscaping similar in design to Building 20, which includes mature trees. The roof deck level would also contain sunken gardens that would allow natural light into the main level of the building. The roof deck for Building 21 would also include enclosed areas that could be used for conference rooms, offices, or amenities. At the roof deck level, along the northern façade of the building, would be a cantilevered cafeteria that would be clad in a glass curtain wall. At the northwest corner of Building 21, adjacent to the public open space and bridge would be an event space.

In general, the buildings would be designed in a contemporary style and the proposed buildings would be clad in insulated metal panels in shades of white, grey, green, orange, and pink. The majority of the metal panels would be painted white with the other colors used as accents. In addition, the façade would contain exposed concrete and concrete masonry units (CMUs) at the parking level. Above the parking level, the facades would be clad in standing seem metal panels or glass curtain walls. The glass would be low-e fritted glazing. There would be wood decking on the exterior entry walkway surfaces and corrugated stainless steel or corrugated polycarbonate awnings. Where the roof deck is not landscaped, the roofing would be standing seem/corrugated metal panels or bitumous membrane material. The applicant has submitted a color and materials board that will be available for the Planning Commission's review at the meeting.

Consistent with the design of Building 20, the two office buildings would be located on podiums above surface parking lots. The office buildings would contain one main level that is predominately open offices and smaller mezzanine levels. Building 21 would contain a usable roof deck with enclosed areas. Building 22 would have a large open terrace on the mezzanine level with amenity space, such as cafeteria uses, at the terraced level. Building 22 would not have a landscaped usable roof deck and it is anticipated that the roof of Building 22 would be used for solar panels. The Planning Commission would review detailed designs for Building 22 and the hotel at a future meeting. The hotel is anticipated to utilize similar design elements as the office buildings. As with Building 22, the hotel requires additional architectural control review by the Planning Commission.

As discussed above, the structures are very linear in nature, but as evidenced on the Project site plan, the massing of the structures would be broken up via the articulation of numerous segments of the building, varying materials and colors, and the provision of architectural projections, such as the cantilevered kitchen and dining area on the roof. The use of exterior stairways and ramps, terraces, and extensive landscaping serves to further break up the massing of the building and add visual interest and a pedestrian scale.

Site Access, Circulation, and Parking

The TE Campus site and the Building 20 site are separate legal parcels that do not currently have vehicle access between the two sites, with the exception of emergency vehicle access. The site is currently accessed via Constitution Drive at the intersection with Chilco Street. In addition to the main entrance along Chilco Street, there is currently an emergency vehicle access point between the eastern end of the site and the Building 20 property. As part of the project, the applicant intends to construct a second access point along Bayfront Expressway, which would be located to the east of the publicly accessible open space and pedestrian bridge. Since Bayfront Expressway (Highway 84) is under Caltrans jurisdiction, Facebook has been working with Caltrans on the placement of the new signalized intersection. Within the project site, the applicant has identified vehicle, pedestrian, and bicycle circulation, along with emergency vehicle access routes that would link with Building 20 and ultimately Buildings 10-19, allowing employees and vehicles to easily circulate within the overall campus. The applicant is considering two emergency vehicle access (EVA) points along Chilco Street between Building 23 and the bend in the road near the railroad tracks. The applicant has been working with the Menlo Park Fire Protection District to determine the appropriate EVA points and design.

With the provision of an additional signalized intersection along Bayfront Expressway, the project site and Building 20 would have two signalized access points and one right-in only access point along Bayfront Expressway. The access at Chilco Street and Constitution Drive would be a primary access point for Building 23, the Hotel, and Building 22. Truck and delivery access to the site would be accommodated through Constitution Drive. To mitigate impacts identified in the EIR, this intersection would be required to be signalized. The existing entrance along Willow Road (to Building 20) would continue to be limited to EVA vehicles, shuttles, and deliveries, with passenger vehicle access limited.

As a separate project, Facebook has been working with the City to install new pedestrian pathways and bike lanes along Chilco Street to create a pedestrian connection between the Belle Haven Neighborhood and the San Francisco Bay Trail and Bedwell Bayfront Park. As discussed later in the report, the applicant has agreed to construct additional bicycle and pedestrian improvements along Chilco Street as part of the public benefits provided through the Development Agreement.

The project would provide 3,533 parking spaces for the office buildings, including the existing Building 23, and hotel. The office uses would have 3,288 spaces, which is a ratio of one space for every 348 square feet of gross floor area. The proposed parking ratio would deviate from the Zoning Ordinance standard of one space for every 300 square feet of gross floor area, which can be permitted through the conditional development permit for the project. The hotel would have approximately 245 spaces, which according to the applicant represents one space per each room and employee. The parking ratio for the hotel would exceed the Planning Division’s recommended use based guidelines, which is 1.1 spaces per hotel room;

however, the parking ratio for the office would be less than the requirement from the Zoning Ordinance. The parking would be located in surface parking lots and the proposed new office buildings would be located over the surface parking, consistent with the Building 20 design. The approved 1,466 - 1,499 parking spaces associated with Building 20 would be maintained as part of the overall project. The table below summarizes the parking spaces associated with each building:

Building	Proposed Parking Standard (1:348 GFA for offices and 1.1 per hotel room)	Zoning Ordinance Standard (1:300 GFA)
Building 21	1,476	1,710
Building 22	1,294	1,499
Building 23	518	601
Hotel*	245	583
Total	3,533	4,393

*Hotel GFA estimated at 174,800 square feet.

Trip Cap

The project includes a limit on the number of daily or peak period vehicle trips to and from the site, consistent with the prior entitlements for Building 20 and Buildings 10-19 (East Campus). Therefore, the proposed amended and restated CDP for the Facebook Campus Expansion Project also includes a Trip Cap. The Trip Cap would limit trips to the area bounded by Bayfront Expressway, Willow road, Chilco Street and the Dumbarton Corridor. It would be inclusive of Building 20 and 23 as well as the proposed development of the hotel and new office buildings. Prior entitlements included morning and evening peak period and daily caps; for the Facebook Campus Expansion Project, a new peak hour cap was also required as a transportation mitigation measure. The Trip Cap specifies the following requirements:

- Maximum of 4,499 trips during the AM Peak Period from 7:00 a.m. to 9:00 a.m.;
    - Maximum of 2,255 trips during the AM Peak Hour (Maximum one hour between 7:00 a.m. to 9:00 a.m.)
- Maximum of 4,511 trips during the PM Peak Period from 4:00 p.m. to 6:00 p.m.;
    - Maximum of 2,255 trips during the PM Peak Hour (Maximum one hour between 4:00 p.m. to 6:00 p.m.); and
- Maximum of 26,438 daily trips.

Specific parameters regarding the Trip Cap can be found in the West Campus Expansion Trip Cap Monitoring and Enforcement Policy, which is included as Attachment G. This document reflects the fact that there are two Trip Caps: the West Campus and East Campus. The West Campus Expansion Trip Cap identifies that violations of the West Campus Expansion Trip Cap are distinct from violations of the East Campus Trip Cap. The West Campus Expansion Trip Cap Monitoring and Enforcement Policy addresses the following issue areas:

- Definitions – explanation of terminology utilized;
- Monitoring – discussion regarding how the Trip Cap would be monitored; and
- Enforcement – discussion regarding how the Trip Cap would be enforced, including penalties associated with any violations of the Trip Cap.

Key components of the proposed Project that would assist Facebook in achieving compliance with the Trip Cap include a robust Transportation Demand Management (TDM) program, enhanced bicycle and pedestrian circulation on-site, as well as continued bicycle and pedestrian access between the Facebook East and West Campuses via the proposed mixed-use bicycle and pedestrian bridge, and the existing undercrossing of Bayfront Expressway. The applicant proposes to continue to implement its Transportation Demand Management (TDM) program as part of the proposed project. The applicant's TDM program includes measures such as subsidized Caltrain Go-Passes and Caltrain station shuttles, employee commuter shuttle bus service/intern shuttles, campus bike share program, bicycle amenities, vanpools, rideshare program, and educational and promotional events to encourage alternate modes of travel.

Trees and Landscaping

The applicant submitted an arborist report (Attachment H) for the project site as part of the environmental review process for the project. The arborist report, details the species, size, and conditions of all trees on site. The arborist report identified a total of 770 trees, 274 of which are identified as heritage trees. As is described in the arborist report and shown on the Tree Disposition Plans (Sheets L0.100-L0.110A of Attachment D) the majority of the heritage trees (149 trees total) on the project site are in fair-to-good health. The remainder of the trees on the site are in fair-poor and poor-dead health. Under the proposed plan, all trees would be removed. The applicant is proposing to remove the trees due to conflicts with the proposed building footprints, site circulation and other improvements, health of the trees, and/or suitability for retention.

The City's consulting arborist (Fujiitrees Consulting) reviewed the requested tree removals, specifically the requested heritage tree removals. The consulting arborist generally agreed with the project arborist's assessment and that despite the fair-to-good condition rating for the majority of the trees, the existing trees on site were victims of many years of neglect, drought, pest, and disease, as well as the use of species poorly adapted to the site. Accordingly, the consulting arborist determined that many of the trees are in lower overall condition than identified by the project arborist. The consulting arborist identified three trees that could be considered for relocation: a coast live oak (Tree #248) in fair condition, and two olives (Tree #533 and 538) in fair-to-good condition. The consulting arborist's review is included in Attachment I. The City's consulting arborist recommends that the City approve the heritage tree removal request based on the following criteria established in the Heritage Tree Ordinance:

(1) The condition of the tree or trees with respect to disease, danger of falling, proximity to existing or proposed structures and interferences with utility services;
   - The subject trees were observed to be in overall general disrepair in terms of poor structure and low vigor.

(2) The necessity to remove the tree or tree in order to construct proposed improvement to the property;
   - A design change would be necessary if a subject tree was observed to be so remarkable that an accommodating design is warranted. No such tree was observed within the prescribed area of disturbance.

(4) The long-term value of the species under consideration, particularly lifespan and growth rate;
   - The pines in particular exhibited symptoms of severe decline. Site conditions with regard to neglect, drought, pest and disease have diminished the normal and useful life of the subject

trees.

The applicant is proposing to re-landscape the site with a comprehensive planting palette that is anticipated to be comparable to the landscaping at Building 20. The standard heritage tree replacement ratio for commercial projects is 2:1. However, the applicant is proposing a modified replacement ratio with 24-inch box minimum replacement trees, which exceeds the minimum 15-gallon size replacement trees. Heritage trees that are in good health (as determined by a certified arborist) would be replaced at a ratio of 2:1; heritage trees with fair or poor health, or dead heritage trees, would be replaced at a ratio of 1:1. The applicant is proposing to replace the 274 heritage trees that would be removed by planting a minimum of 423 trees throughout the project site, which meets the applicant's proposed heritage tree replacement ratio requirement. The proposed heritage tree replacements would be located at grade. While additional trees and landscaping would be located on the mezzanine/terrace and roof deck levels, those trees would not be included in the calculation for heritage tree replacements. This replacement ratio is consistent with the replacement ratio used for the West Campus (Building 20), for Building 23, and for the Chilco Street frontage improvements. Staff is working with the applicant to determine the appropriate replacement species; however, all replacements would be a minimum of 24-inch box size. Staff believes that the proposed replacement ratio is appropriate since the applicant is proposing to plant a larger sized tree, which exceeds the minimum 15-gallon replacement size requirement.

The applicant submitted a conceptual landscaping plan as part of the project. The final planting plan for each building would be reviewed by the Planning Division and City Arborist, along with the Engineering Division for compliance with the City's Water Efficient Landscaping Ordinance (WELO). In general, the proposed landscaping would include landscaping designed specifically for perimeter landscaping, bioretention areas, upland planting, and open lawn areas. The perimeter landscape adjacent to Building 21 and Building 22, and along the north and south edges of the site, would continue the landscaping established by Building 20. The site would be graded with low landforms that would be planted with native and adapted understory plants. The perimeter would also be planted with grouping of new trees that would soften the massing of the buildings. The proposed plantings in the perimeter landscaping would be predominately evergreen species. In the biorentention areas, the applicant would incorporate stormwater treatment and catchment basins into the landscaping at the site. The proposed plantings associated with the biorention and stormwater treatment areas would be a mixture of native riparian and adaptive species. Larger seasonal wetland areas would be incorporated into the public open space to provide both habitat and stormwater treatment functions. The area devoted to upland planting would include native and adaptive shrubs, perennials, vines, and groundcovers. The applicant is proposing a total of approximately 1,605 trees on site that would include a mixture of species including, but not limited to maples, buckeyes, alders, redbuds, dogwoods, cypresses, ginkos, toyons, Brisbane boxes, various oaks, and poplars. Of the 1,605 proposed trees, 423 would be required heritage tree replacements, which would be planted at grade.

At its meeting on June 22, 2016, the EQC reviewed the requested tree removals, including the project arborist's assessment and the City's consulting arborist's peer review. The Commission considered the viability of relocating the three trees discussed previously and determined that since the site is being comprehensively landscaped as part of the proposed project with trees more suitable to this location, preserving the three identified trees could be considered but preserving and redesigning around the trees is not required. The EQC discussed the importance of preserving heritage and non-heritage trees on-site

to the extent feasible. The applicant's proposed landscape plans include a summary stating the applicant would evaluate and retain trees that are suitable for retention as part of the refinements to the detailed project plans. Therefore, as part of the CDP staff has included language requiring that the applicant submit a heritage tree suitability and preservation analysis prior to removing the heritage trees at the site (for each individual phase). This analysis will be reviewed by the Planning Division and City Arborist to determine if any trees are suitable for preservation. Trees suitable for preservation will be incorporated into the proposed landscaping plan for the site. The heritage tree removals would be phased, consistent with the construction at the site. The EQC voted 5-0-2, with Commissioners Bedwell and Dickerson absent to recommend that the Planning Commission and City Council approve the requested heritage tree removals. In addition, the City's consulting arborist recommends that the Planning Commission recommend approval to the Planning Commission and City Council of the proposed heritage tree removals, the proposed replacement ratio, and minimum box size of the replacement trees. The draft resolution approving the heritage tree removal permits is included in Attachment J.

Proposed Hazardous Materials

The proposed project would include five 500KW emergency generators, two for each office building and one for the hotel. The generators would be located in concrete masonry unit (CMU) or similar permanent enclosures. The proposed generators for Building 21 would be located along the southern parcel line and the generators for Building 22 would be located directly to the south of the proposed building. The specific location for the hotel generator is not known at this time, but would be required to be completely screened and comply with the noise ordinance. All generators would be fully screened. The generators would run on diesel fuel and each generator is anticipated to contain a 300-gallon tank. The amount of diesel fuel stored and used for the emergency generators would require a permit from the Menlo Park Fire District and the San Mateo County Environmental Health Department. As a requirement in the CDP, the applicant will be required to submit the necessary forms for the use and storage of hazardous materials associated with the emergency generators to the City Planning Division. The City would route the documents and information to the required reviewing agencies (i.e. Menlo Park Fire Protection District, Menlo Park Building Division, West Bay Sanitary District, and San Mateo County Environmental Health Department) for their review and approval. Subject to obtaining approval from the outside agencies, the City would issue a building permit for each of the proposed generators. Any changes to the proposed storage quantities would require updates to the applicable forms and potentially additional review and approval of each outside agency. The emergency generators would be required to adhere to the daytime noise limitations of the municipal code (60 dBA at the nearest residential property line) during routine testing and maintenance.

Project Signage

The Building 20 CDP permitted that specific parcel to have up to 300 square feet of signage. The proposed amended and restated CDP would permit the entire site, inclusive of Buildings 20 and 23, to have up to 600 square feet of sign area. Signage that is internal to the building and not visible from publicly accessible areas of the site or the public right-of-way is not included in the calculation of sign area. In addition, signage that is for directional/wayfinding purposes is excluded from the maximum permitted sign area for the site. The CDP would allow the applicant to apply for use permit review by the Planning Commission to exceed the 600 square feet maximum sign area. Sign design, including colors, would be regulated by the City's Sign Design Guidelines and Zoning Ordinance requirements. The applicant would be required to submit the required application, plans, and pay all applicable fees, subject to review and

approval by the Planning Division.

Below Market Rate (BMR) Housing Agreement

The applicant is required to comply with Chapter 16.96 of City's Municipal Code, ("BMR Ordinance"), and with the BMR Housing Program Guidelines adopted by the City Council to implement the BMR Ordinance ("Guidelines"). At this time, the Planning Commission should review the draft BMR Agreement, consider the Housing Commission's recommendation on the BMR Agreement and provide a recommendation on the proposed BMR Agreement to the City Council.

Residential use of the property is not allowed in the M-2 (General Industrial) zoning district and subsequently would not be consistent with the Limited Industry General Plan Land Use Designation. At this time, the developer does not own any sites in the city that are available and feasible for construction of sufficient below market rate units to satisfy the requirements of the BMR Ordinance. The applicant does own property that is being considered for mixed use under the ConnectMenlo General Plan Update; however, the property is currently zoned M-2 and therefore, not suitable for residential uses under the current General Plan. The consideration of this project's proposed BMR Agreement must be evaluated against the current General Plan, but may provide flexibility for potential changes in the future. For this specific project, the residential unit equivalent is 20 units. Since the proposed construction would be phased, the BMR requirement would also be phased by building, with credit for the demolition of buildings associated with each phase.

The draft BMR Agreement requires that the developer pay the applicable in lieu fee as provided in the BMR Ordinance and Guidelines. The draft BMR Agreement (Attachment K) has been reviewed by City staff for compliance with the BMR ordinance. The applicant has expressed a desire to pay the fee and/or provide units off-site to meet the BMR requirement for the project. Therefore, the draft BMR Agreement includes flexibility to allow the applicant to satisfy its obligations under the BMR Ordinance and Guidelines by one of the following methods:

1. Paying the in-lieu BMR fee (per phase), which would total approximately $6,534,438.95 based on the change in use from Group B (non-office commercial, including the hotel) to Group A (office/R&D) for the square footage of the buildings and the current fee schedule;
2. Providing off-site units, which would equate to a total of 20 residential units based upon the square footage associated with the change in uses at the site; or
3. Paying a portion of the in-lieu fee and delivering off-site units (A mixture of options 1) and 2), such that the overall requirements are addressed).

The in-lieu fee and unit equivalent will be calculated as set forth in the table below; however, the applicable fee for the Project will be based upon the per square foot fee in effect at the time of payment and the proposed square footages within Group A and Group B at the time of payment. The detailed calculation tables for each development phase are included in the draft BMR Agreement. The proposed project includes the construction of three buildings: two offices and a hotel. Therefore, the applicant would be required to pay the applicable BMR in-lieu fee, or procure the equivalent number of units off-site, within two (2) years of the issuance of the first building permit for each individual building. The applicant may procure units ahead of the schedule below and receive a credit for future requirements. However, the

applicant cannot defer procurement of off-site units or the payment of in-lieu fees to future phases of the overall site development. As a separate negotiated benefit, discussed in more detail in the Development Agreement section, the applicant would explore the possibility of delivering more than 20 units with the equivalent total in-lieu fee.

Table 2: Proposed BMR In-lieu Fee and Equivalent Unit Count		
Proposed Project Components	**In Lieu Fee**	**Equivalent Units**
Building 21 (Demolish Buildings 307-309)	$4,459,838.08	13 (13.38)
Building 22 (Demolish Buildings 301-306)	$ 543,352.87	2 (1.61)
Hotel	$1,531,248.00	5 (4.62)
Total	*$6,534,438.95*	*20*

At this time, the Planning Commission should review the draft BMR Agreement (Attachment K) and the draft resolution for the BMR Agreement (Attachment L) and provide a recommendation to the City Council. At its special meeting on June 29, 2016, the Housing Commission received a presentation from staff on the Draft EIR, the Displacement Analysis, and the draft BMR Housing Agreement Term Sheet. The Housing Commission voted 5-0 to recommend approval of the draft BMR Housing Agreement Term Sheet, with the qualifier that the Housing Commission did not believe the Displacement Analysis was adequate. There was a significant amount public input at the Housing Commission meeting on the Displacement Analysis. The public and Commissioners raised concerns about the findings. The Displacement Analysis is discussed in a later section of this report, but it should be noted that the Displacement Analysis is not required by CEQA and the applicant elected to voluntarily prepare a Displacement Analysis for the project. Since the Housing Commission meeting, staff prepared the draft BMR Agreement for the project along with the draft Resolution for the Commission and Council to review and act on as part of its overall review of the project.

Rezoning and Amended and Restated Conditional Development Permit

The draft CDP and "X" overlay associated with the requested rezoning of the site allow for flexibility from zoning requirements, except Floor Area Ratio (FAR), while providing greater certainty regarding the parameters of a particular development proposal. The draft CDP is included as Attachment E and specifies development standards for the project site, general compliance with the project plan set, allowed uses and conditions of approval including all mitigation measures from the certified EIR. Development standards listed in the draft CDP for 300-309 Constitution Drive, as well as comparison to development standards for an M-2 zoned property are provided in the table below:

Conditional Development Permit (300-309 Constitution Drive and 1 Facebook Way, Building 20)				
Development Standard*	**Building 20 Standard**	**Building 22 and Hotel Standards**	**Standards for Building 21**	**M-2 Zone Requirements**
Front Setback	Min 40 feet	Min 20 feet	1,500 feet (approx)	20 feet
Side Setback	Min 40 feet	Min 20 feet	60 feet south; 95 feet north	10 feet
Rear Setback	Min 40 feet	Min 20 feet	267 feet (Bldg 20)	0 feet
Lot Coverage	55 percent	55 percent	55 percent	50 percent
Floor Area Ratio (FAR)	45 percent	45 percent Bldg 20; 55 percent hotel	45 percent	45 percent offices; 55 percent all other uses
Height	73 feet	75 feet	75 feet	35 feet
Parking	4,979 spaces	2,057 spaces	1,476 spaces	5,839 spaces

*the front property line for the CDP is Chilco Street north of the bend.

It should be noted that the development standards reflected in the project plan set differ from what would be permissible under the draft CDP. Specifically, all proposed setbacks shown on the project plan set are greater than those specified by the draft CDP and the proposed lot coverage specified on the project plan set is less than what is permissible under the draft CDP. Constructing a building to the minimum setbacks and maximum lot coverage specified above would not require a CDP amendment. However, dependent upon the magnitude of the requested changes to the Project, additional review, either by the Community Development Director, Planning Commission or Planning Commission and City Council would be required. The framework for review of requested modifications to the project proposal is specified in Section 6 of the draft CDP, Modifications.

In addition to defining the maximum building coverage, minimum setbacks, height, and parking standards, the draft CDP also regulates the allowed uses, defines the review process for modifications, regulates the use and storage of hazardous materials, sets the maximum permitted signage, and enumerates the timing for construction of the bicycle and pedestrian bridge and the publicly accessible open space. The draft CDP is included in Attachment E. The findings for the approval of the draft CDP are included in the Resolution for the draft CDP in Attachment F. As mentioned in the previous sections of the report, the CDP would increase the maximum signage permitted at the site from 200 square feet to 600 square feet, inclusive of Buildings 20 and 23. In addition, the use and storage of hazardous materials associated with the office and hotel buildings would be regulated through the CDP. The City regulates hazardous materials through Planning Commission review of a use permit; however, through the application of the CDP, the applicant would be permitted to use and store diesel fuel for the emergency generators, provided the applicant submits the necessary forms and documents, and the required internal departments and outside agencies review and approve the proposed use and storage of hazardous materials.

The draft CDP also regulates the timing for delivery of specific aspects of the project. The proposed bicycle and pedestrian bridge and public open space would be required to be constructed prior to occupancy of Building 22. The draft CDP also includes the general and project specific conditions of approval, such as the Below Market Rate (BMR) Housing Agreement, compliance with the Water Supply Assessment (WSA), heritage tree removals and replacements, and the on-site water recycling facility. The incorporation of the CDP for the project requires the entire parcel to be rezoned from M-2 and M-2(X) to M-2(X). The draft ordinance rezoning the property is included in Attachment M.

Zoning Ordinance Text Amendment

The proposed project includes a limited service hotel. Hotels are not currently permitted, nor are hotels conditionally permitted in the M-2 (General Industrial) zoning district. Therefore, the applicant submitted a request to amend the M-2 zoning district to conditionally permit hotels. Goal I-E of the Land Use Element of the current General Plan is "to promote development and retention of commercial uses which provide significant revenue to the City and/or goods or services needed by the community and which have low environmental and traffic impacts." To implement this goal, Policy I-E-2 states "Hotel uses may be considered at suitable locations within the commercial and industrial zoning districts of the City." Therefore, the proposed Zoning Ordinance Text Amendment to conditionally permit hotels in the M-2 zoning district is consistent with the City's current General Plan. The proposed text change would apply to the entire M-2 Zoning District. Any future hotel proposals within the M-2 district would require a use permit and associated environmental review. The draft ordinance for the M-2 Zoning District text amendment is included in Attachment N.

Lot Line Adjustment

The applicant submitted a request to the City to adjust the boundaries of parcels 055-260-250 (300-309 Constitution Drive) and 055-260-290 (1 Facebook Way, Building 20). The proposed lot line adjustment would relocate the current property line between the eastern side of the 300-309 Constitution Drive site and the western boundary of the Building 20 site to the northwest corner of the site. The proposed project would connect Building 21 with Building 20. The proposed connection cannot cross a legal property line and therefore, the proposed parcels are required to be adjusted as part of the project. The adjusted parcel boundaries would effectively create one large parcel for Buildings 20-23 and one smaller parcel specifically for the hotel. The proposed lot line adjustment would comply with the Zoning Ordinance requirements for minimum lot size and dimensions and would not result in the creation or intensification of any nonconforming structures. The Engineering Division has reviewed the lot line adjustment and found the maps and exhibits to be technically correct. The draft lot line adjustment exhibits are included in Attachment O and the draft resolution approving the lot line adjustment is included in Attachment P.

Development Agreement

A Development Agreement is a contract between the City of Menlo Park and an applicant that delineates the terms and conditions of a proposed development project. A Development Agreement allows an applicant, in this case Facebook, to secure vested rights, and it allows the City to secure certain benefits that it might not otherwise be entitled to obtain. The City Council is not obligated to approve a Development Agreement, but if the City Council does want to approve a Development Agreement, the terms of the Development Agreement need to be acceptable to both parties; one party cannot impose terms on the other party.

In December 2015, the City Council created the Council Subcommittee for the Facebook Campus Expansion Project Development Agreement negotiation. The subcommittee included Mayor Richard Cline and Mayor Pro Tem Kirsten Keith. After release of the Draft EIR, City staff, including the City Manager and City Attorney, met with the Council Subcommittee to determine the parameters for the negotiation of public benefits as part of the Development Agreement. Subsequently, over the last few weeks, staff has been negotiating with the applicant and consulting with the Council Subcommittee. The attached draft

Development Agreement (Attachment Q) is the outcome of the public benefit negotiation process and reflects the mutually agreed upon terms between Facebook and the City's negotiating team. The draft Development Agreement includes public benefits for the community and is in addition to the required mitigation measures, which were determined by the Draft EIR and would be included in the mitigation monitoring and reporting program for the development proposal. The City Council reviewed and approved an initial draft term sheet for the Development Agreement at its meeting on July 19, 2016. Since that meeting, staff and the applicant have worked together to draft the formal Development Agreement.

The draft Development Agreement covers five main topics. Some of the topics that were reviewed by the Council previously, are potential conditions of approval that would appear in the Conditional Development Permit, along with an acknowledgement that projects that the applicant has been funding (e.g. the Dumbarton Corridor Study) are of benefit to Menlo Park. As applicable those items have been incorporated into the draft CDP or enumerated in the draft Development Agreement. When considering the terms of the draft Development Agreement, it is important to remember that it reflects a negotiated package and any one aspect cannot be viewed in isolation. The proposed draft Development Agreement can be summarized as follows:

Revenues

The draft Development Agreement includes a number of revenue guarantees for the City. Facebook has agreed to pay $300,000 yearly to the City for 20 years after occupancy of Building 21. This payment would be indexed based on the consumer price index (CPI) every five years. In addition, to the annual payment of $300,000, the Development Agreement also contains a guarantee of a $336,000 payment upon occupancy of Building 21 for up to 41 years. However, two years after TE vacates the site, this specific payment will increase to $1.25 million per year, as a transient occupancy tax (TOT) guarantee. If the hotel is built, TOT generated from the hotel would be credited toward the $1.25 million TOT guarantee. In addition, Facebook has agreed to set the TOT rate for the hotel one basis point higher than the rate that would be otherwise applicable, including any changes to the City's TOT rate in the future. While the hotel is a limited service hotel, Facebook has agreed that it will include a restaurant and hotel bar, which would generate additional sales tax revenue for the City and potentially achieve higher room rates.

The draft Development Agreement also includes a minimum assessed value guarantee for each building: $325 million for Building 21, $300 million for Building 22, and $70 million for the hotel. The assessed value would increase by the lessor of 2 percent or the CPI annually and the term would be 39 years.

There is currently a cap on the utility users' tax (UUT) at the site of $6,000 per year; however, the draft Development Agreement provides for a waiver of this cap, not only for the new buildings but for Buildings 20 and 23. Therefore, Facebook would pay the total applicable UUT for all utilities utilized on the site. The Development Agreement also requires Facebook to cooperate with the City's sales and use tax consultant to ensure the maximum amount of use taxes from construction of the project are directed to the City.

It is anticipated that if the three buildings are completed within ten years, the annual additional revenue generated by the development would be approximately $2.1 million for 10 years thereafter and more than $1.8 million for so long as Facebook is occupying the site.

Infrastructure and Transportation

As part of the draft Development Agreement, the City and applicant have negotiated a number of community benefits related to infrastructure and transportation. These benefits are above and beyond the mitigation measures required to reduce potentially significant impacts as determined by the EIR.

Facebook recently funded the Dumbarton Corridor Study through SamTrans for a total of $1 million. As part of the draft Development Agreement, Facebook has agreed to contribute funding future recommendations derived from the Dumbarton Corridor Study, which could include pre-design and/or environmental clearance of preferred corridor transit improvements, negotiations with Union Pacific Railroad to remove freight track-age rights and re-certify the corridor with the Federal Transportation Authority, or other studies or actions to activate this resource and support regional mobility options. Facebook would commit up to $1 million to fund these additional obligations related to the Dumbarton Corridor. The Development Agreement also identifies that Facebook will partner with the cities of Menlo Park and East Palo Alto to convene a forum to consider and evaluate innovative ways that the recommendations of the Dumbarton Corridor Study may be executed efficiently. This forum would concentrate on funding, operations, and construction strategies as well as innovations to facilitate an integrated execution of regional improvements to multi-modal transportation options. Facebook agrees to help develop the design, operations, and construction strategies and spend up to $1 million on this commitment. Facebook would also continue to participate in projects that arise from the Dumbarton Corridor Study, but any additional monetary contribution would be at Facebook's discretion. The committed moneys for infrastructure improvements would total $3 million.

As a separate study, Facebook has committed to the funding of the design for the pedestrian and bicycle pathway along the Dumbarton Corridor from East Palo Alto to the Redwood City Caltrain Station. The study began in February 2016 and is expected to be completed in September 2016. While this was initiated by Facebook prior to the negotiation process, it is included in the Development Agreement as a voluntary public benefit.

The City is currently undergoing the ConnectMenlo General Plan Update, which focuses on the M-2 Area, north of Bayfront Expressway. As part of the negotiation process, Facebook agrees to partner with the City and other land-owners and employers in the study area of the General Plan Update to fund a Transportation Management Association (TMA) Feasibility and Implementation Strategy. The study is intended to identify potential implementation strategies and if funds remain, fund a portion of the TMA's startup costs. Facebook agrees to cooperate with the City and stakeholders, including the sharing of Facebook's best practices with the TMA. The financial commitment for this item is $100,000.

Facebook recently completed the first phase of the Chilco Street frontage and streetscape improvements. The improvements are expected to be completed in six phases. Facebook previously agreed to complete Phases 1-4 at its sole cost. Per the Development Agreement, Facebook will complete phases 5 and 6 (also at its own cost), which include installation of bike lane improvements on the north side of Chilco Street and streetscape, sidewalk, and bike improvements on the southern side of Chilco Street across the rail crossing. In return for constructing these improvements, the City agrees to reduce the Building Construction Street Impact Fees assessed against the project by the actual cost of the additional improvements (estimated to be approximately $2.5 Million).

Housing

Facebook will collaborate with the cities of Menlo Park and East Palo Alto to conduct a Housing Inventory and Local Supply Study. The study would assess the conditions, occupancy, and resident profiles of the immediate vicinity, with the intent of establishing a baseline understanding of the housing conditions and facilitate the development of an informed regional housing strategy. Facebook will engage a consultant and provide $350,000 for the study. As an outcome of the Housing Study, Facebook would also establish a Housing Innovation Fund with a commitment of $1.5 million.

In addition, Facebook would establish a Housing Preservation Fund pilot project to identify and purchase housing in the immediate area of the campus to protect at-risk populations. The monetary commitment for the fund would be $1 million. Facebook would also be required to initiate workforce housing by subsidizing rents for 22 units at 777 Hamilton Avenue. These subsidized rents would be for community serving professions such as teachers. Units would also be able to be occupied by employees in public safety professions and non-profits. The subsidy for the 22 units would be $430,000 per year for five years.

Facebook is required to comply with the BMR ordinance of the City of Menlo Park. As such, Facebook intends to continue to work with the City to explore opportunities to develop the maximum number of units that can be procured with the estimated $6.5 million required in-lieu fee. If the ConnectMenlo General Plan update is approved, Facebook would commit to design at least 1,500 housing units on the Prologis Site, which would include 15 percent BMR units and/or workforce housing units (even if the BMR ordinance does not apply to rental units).

Community Benefits

The draft Development Agreement includes the following community benefits from Facebook. Facebook would commit to fund pool operation and maintenance at the Belle Haven pool for five years for a cost of $60,000 annually. Facebook would also establish a scholarship program for residents of East Palo Alto and Menlo Park for 10 years, with a commitment of $100,000 per year. After 10 years, Facebook agrees to consider extending the program. In addition, Facebook would continue to provide funding for the community fund at $100,000 per year for five years. Consistent with the scholarship fund, Facebook agrees to consider extending funding after five years.

The bicycle and pedestrian bridge over Bayfront Expressway is part of the project. However, Facebook agrees to operate and maintain the bridge and the public open space between Buildings 21 and 22. The path and bridge will be open for use by the public 24 hours a day, 365 days a year. These requirements and obligations are incorporated into the CDP.

Environmental benefits

The office buildings are required, per the Development Agreement, to be built to LEED Gold Equivalency. Solar PV panels would be located at Building 21. Facebook would also install a recycled water system on-site, provided the system is approved by all applicable agencies and City departments. If West Bay constructs a recycled water system, Facebook will pay its proportionate share of costs for its future developments in the M-2 Area. Facebook also agrees to contribute $25,000 in seed funding for the feasibility studies for a larger M-2 Area recycled water system.

Other items

In exchange for the negotiated benefits, the City agrees to provide Facebook assurances as to certain changes in fees and applicable laws similar to those included in previous development agreements. This protection expires after 20 years. In addition, the City agrees to expedite the construction permitting for the project internally and externally to the extent feasible. Facebook agrees that the Development Agreement for the East Campus will be amended to remove the ability for Facebook to reduce the annual payment.

The draft ordinance introducing the draft Development Agreement is included in Attachment R. The Planning Commission should consider the public benefits contained within the development agreement and the relationship between the public benefits and the significant and unavoidable impacts identified in the EIR. The staff report for the City Council meeting of July 19, 2016 is available at the city offices for review.

Fiscal Impact Analysis (FIA)

The City's independent economic consultant, BAE Urban Economics, has prepared a FIA, assessing the fiscal impact of the project on the City and special districts, such as the Menlo Park Fire Protection District. The FIA projects the potential changes in revenues and expenditures, and resulting net fiscal impact directly associated with development of the proposed project. In addition, the FIA estimates the potential one-time/non-recurring revenues (such as impact fees). The FIA explores the net fiscal impact of the project on the following:

- Menlo Park General Fund;
- Menlo Park Fire Protection District;
- Ravenswood Elementary School District and Sequoia Union High School District; and
- Other special districts serving the site.

The FIA evaluates the potential net fiscal impact of the project based on the proposed development scenario and the reduced project alternative, which was evaluated in the EIR. In general, the proposed project would result in a net positive fiscal impact for the City, the Fire District, and the Sequoia Union High School District. The City would receive approximately $1,184,800 annually (calculated in 2015 dollars), while the Fire District would annually receive a net of $17,400 after calculating in expenditures, and the Sequoia Union High School district would receive $717,100 annually.

The Final FIA, prepared in response to comments on the Draft FIA, is available on the City-maintained project page at http://menlopark.org/1012/Environmental-Impact-Report. The document is also available for review on the City's website and the City offices. Members of the public and the Commission may discuss the Final FIA at the public hearing on September 26, 2016. The FIA does not require action by either the Planning Commission or the City Council. The Planning Commission and City Council should use the FIA in reviewing the development proposal. The Commission may provide comments on the FIA for the City Council's consideration as part of the Commission's recommendation on the development proposal.

Displacement Analysis

During the Notice of Preparation the City received a comment letter from the City of East Palo Alto for the

EIR requesting that the project analysis include an evaluation of the potential for displacement in the City of East Palo Alto. In response, the applicant authorized the City to enter into an agreement with Keyser Marston Associates (KMA) to conduct an evaluation of potential displacement in East Palo Alto and Menlo Park's Belle Haven Neighborhood, given the proximity of the neighborhood to the project site. Housing affordability and neighborhood change are socioeconomic issues and not a physical impact to the environment and are therefore reviewed separately from the EIR. The following is a summary of the findings in the report, which was previously presented to the Housing Commission. In general, given the locations where Facebook's workforce choses to live (only 4.2 percent in Menlo Park), the likelihood for direct displacement from the project is low. The Displacement Analysis is included on the City maintained project page at http://menlopark.org/1012/Environmental-Impact-Report.

KMA conducted a review of real estate trends using eight comparative communities and estimated direct demand from the project based on the current share of Facebook workers living in East Palo Alto and Menlo Park's Belle Haven neighborhood. The following comparative communities were selected for the analysis:

- Hayward (selected zip codes)
- Fruitvale/Oakland
- North Richmond
- Bayfair/San Leandro
- East San Jose/North Valley
- Downtown Redwood City
- Mountain View
- San Mateo County (entire)

The analysis used the comparative review of real estate trends to inform and understanding of the extent to which localized market trends in the two communities varied from broader regional trends since Facebook moved into its Menlo Park campus in 2011. The analysis also estimated direct demand for housing in East Palo Alto and the Belle Haven neighborhood based on the current number of Facebook employees living in each community. In addition, new housing construction activity in East Palo Alto is reviewed, the potential for indirect effects on the local housing market is discussed, Census information for East Palo Alto and Menlo Park's Belle Haven neighborhood is summarized, and jobs housing relationships and historic market rate and affordable housing construction in Menlo Park is identified per the request of the City of East Palo Alto.

The analysis and findings from the comparative review of market trends within the displacement analysis do not show clear evidence of a localized influence on market conditions that departs from the broader regional trends of increased home prices and rent. However, with regard to rental housing in East Palo Alto, a major rental property recently saw significant turnover due to rental increases making the comparison to other cities difficult. With regard to direct influence on housing market conditions from the project, the potential influence was found to be minimal due to the minor share of the housing that employees of Facebook currently occupy and would be expected to occupy from the full build out of the project. For the study, Facebook provided the total employees that live in the Belle Haven neighborhood and the City of East Palo Alto. Of the approximately 7,475 employees at the Menlo Park Campus, approximately 28 live in the City of East Palo Alto and 18 live in the Belle Haven neighborhood. This

equates to 0.37 percent and 0.24 percent of Facebook's workforce, respectively. Based on the existing residents and the total projected employment from the project (6,550 employees), the direct demand from the project would be 21 units in East Palo Alto and 10 units in the Belle Haven neighborhood. This direct demand represents 0.27 percent and 0.67 percent of the existing housing stock in the two communities and approximately one-to-two percent of the units expected to come available through normal turnover over the next five years. Therefore, the potentially additional employees that may seek housing in the City of East Palo Alto and the Belle Haven neighborhood would likely be accommodated by typical rental vacancy patterns. The additional housing stock in the vicinity could attract a higher share of Facebook employees to the area, but would still represent a fairly nominal influence on the overall local housing market, since these units are new.

Facebook would continue to contribute to the overall job growth of high-wage sectors. However, those impacts would spread throughout the region, and would likely mirror the distribution of Facebook's workforce throughout the larger Bay Area. However, even if a small percentage of employees seek housing in East Palo Alto and the Belle Haven neighborhood, the project will likely exert a modest indirect influence on home prices and rents based on its contribution to future regional employment and income growth. Further, the comparison of real estate trends showed that the percentage increase in home prices in the Belle Haven neighborhood and City of East Palo Alto are within the range of increases throughout the broader Bay Area. Rents within all comparison communities increased substantially between 2011 and 2016. It is important to note that 2011 was a benchmark year for the analysis as it's when Facebook moved to Menlo Park from Palo Alto. The rental data for East Palo Alto was heavily influenced by one large property changing ownership and making a concerted effort to evict tenants and data for the Belle Haven neighborhood was not available. Regardless, the analysis finds that rents have steadily increased since 2011, even if specifics for each community could not be analyzed.

The displacement analysis finds that it is unlikely that Facebook has had a direct influence on the rents and home prices in the City of East Palo and Belle Haven neighborhood due to the limited number of Facebook employees living in the communities. However, the report reviews permitted and planned housing units in the area and determines that the current and planned housing in the area could potentially absorb the potential housing demand from the project. The newly available housing in the area could attract a higher amount of Facebook employees than would typically be expected to locate in the vicinity of the project, but would likely not contribute directly to displacement within East Palo Alto or the Belle Haven neighborhood as the units are new.

While not a requirement of the California Environmental Quality Act (CEQA), KMA prepared a Response to Comments document for comments received specifically on the Displacement Analysis. Public comments were not recorded at the Housing Commission meeting. The Response to Comments document, which responded to written comments on the Displacement Analysis, is available in Attachment S and identifies the comments received on the Displacement Analysis and any needed modifications to amplify or clarify the analysis and findings. The comments did not result in any new findings with regard to the potential effect of the project on displacement in the Belle Haven neighborhood or City of East Palo Alto. Comments related to the Population and Housing analysis in the Draft EIR were included in the Final EIR, including Master Response 4, *Population and Housing Growth.*

Environmental Review

As stated in the State CEQA Guidelines, an EIR is an "informational document" that is intended to inform public agency decision-makers and the public of the potentially significant environmental effects of a project, identify possible ways to avoid or substantially lessen the significant effects, and describe reasonable alternatives to the project.

The City released the Draft EIR for public review and comment on May 26, 2016. The comment period was 45 days and closed on July 11, 2016. The EIR analyzed the following topic areas:

- Air Quality
- Biological Resources
- Cultural Resources
- Geology and Soils
- Green House Gas Emissions
- Hazardous Materials
- Land Use
- Noise
- Population and Housing
- Public Services
- Transportation
- Utilities and Service Systems
- Hydrology and Water Quality

The EIR assesses potentially significant environmental impacts that could result from the project. A potentially significant effect is a potentially substantial, adverse change in any of the physical conditions within the area affected by the project including land, air, water, minerals, flora, fauna, ambient noise, and objects of historic or aesthetic significance. Potential impacts under CEQA are physical, not social or economic.

A copy of the Final EIR (which incorporates the Draft EIR by reference) and includes the Response to Comments and changes to the document to reflect any needed modifications is available on the City-maintained project page at http://menlopark.org/1012/Environmental-Impact-Report (and provided previously to the Planning Commission as part of the agenda packet). The comments on the Draft EIR did not result in any previously identified impacts or new mitigations measures. Therefore any changes to the text of the Final EIR were limited to corrections and clarifications that do not alter the environmental analysis.

The EIR prepared for the project identifies less than significant effects in the following categories:

- Land Use
- Geology and Soils
- Population and Housing
- Public Services
- Utilities and Service Systems

The EIR identifies potentially significant environmental effects that can be mitigated to a less than

significant level in the following categories:

- Aesthetics
- Air Quality
- Noise
- Cultural Resources
- Biological Resources
- Hydrology and Water Quality
- Hazards and Hazardous Materials

The EIR identifies potentially significant environmental effects that are significant and unavoidable in the following categories:

- Transportation
- Greenhouse Gas Emissions

Transportation

The EIR evaluated potential impacts of the Project on vehicular traffic conditions during the peak hours and daily, regional routes of significance, pedestrian and bicycle facilities, transit service and delay to transit vehicles, and vehicle miles traveled (VMT). This is the first environmental review document prepared by the City (and one of the very few completed in the state) incorporating VMT analysis and thresholds of significance. VMT is simply the miles traveled by vehicles in a specified area in a specified time period. It is a key factor in determining greenhouse gas (GHG) emissions from transportation sources, and is also used as an input to the GHG and air quality analyses for environmental review purposes. Thresholds were developed following draft guidelines issued in January 2016 from the California Governor's Office of Planning and Research (OPR) which are anticipated to be adopted later this year.

The Transportation Analysis was prepared to be coordinated with the ConnectMenlo General Plan Update. A citywide travel demand model was developed for purposes of this Project and ConnectMenlo to forecast traffic volumes in the study area. The city model refines the regional travel model maintained by the Valley Transportation Authority (VTA) and San Mateo City/County Association of Governments (C/CAG) to add detail to the land use and circulation networks within the model. The new model has the appropriate level of detail to provide refined transportation forecasts within Menlo Park, and is responsive to congestion on corridors to provide a more realistic picture of traffic patterns during commute hours.

The EIR determined that impacts to pedestrian conditions, bicycle facilities, transit service, and vehicle miles traveled would be less than significant, or less than significant with mitigation. However, the transportation impacts on intersections, roadway segments, and routes of regional significance have been determined to be potentially significant. Table 1 below summarizes the intersection impact findings and Table 2 summarizes the roadway segment and routes of regional significance findings. Mitigations have been specified for most intersections/segments routes, where noted by "LTS/M" (less than significant with mitigation). However, some impacts are considered significant and unavoidable due to factors such as the need to acquire additional rights-of-way, violation of existing policies, or a location outside of the City's jurisdiction..

Table 1: Intersection Impact Summary				
Study Location		Scenario		
No.	Name	Background plus Project Conditions (TRA-1)	Cumulative 2040 Existing General Plan plus Project Conditions (TRA-10)	Cumulative 2040 Proposed General Plan plus Project Conditions (TRA-13)
1	Sand Hill Road/I-280 Northbound Off-Ramp	□ No impact	■ LTS/M	■ LTS/M
2	Sand Hill Road/I-280 Northbound On-Ramp	■ LTS/M	□ No impact	□ No impact
25	El Camino Real/Glenwood Avenue	□ No impact	■ LTS/M	□ No impact
28	El Camino Real/Ravenswood-Menlo Avenues	□ No impact	■ LTS/M	■ LTS/M
36	Willow Road/Hamilton Avenue	■ S/U	■ S/U	■ S/U
37	Willow Road/Bayfront Expressway	■ S/U	■ S/U	■ S/U
38	University Avenue/Bayfront Expressway	■ S/U	■ S/U	■ S/U
40	Bayfront Expressway/Chilco Street	■ LTS/M	□ No impact	□ No impact
45	Chilco Street/Constitution Drive	■ LTS/M	■ LTS/M	■ LTS/M
46	Chrysler Drive/Constitution Drive	□ No impact	■ LTS/M	■ LTS/M
47	University Avenue/Adams Drive	■ S/U	■ S/U	■ LTS/M
50	Jefferson Drive/Constitution Drive	■ LTS	□ No impact	□ No impact
51	University Avenue/Bay Road	□ No impact	■ LTS/M	■ LTS/M
54	University Avenue/Donohoe Street	□ No impact	■ S/U	■ S/U
56	University Avenue/US 101 Southbound Ramp	■ LTS/M	■ LTS/M	■ LTS/M
57	University Avenue/Woodland Avenue	■ LTS/M	■ LTS/M	□ No impact
60	Chilco Street/Hamilton Avenue	■ S/U	■ S/U	■ S/U
65	Bayfront Expressway/Building 20 Entrance	■ S/U	■ S/U	■ S/U
66	Bayfront Expressway/Proposed Building 20 Entrance	■ S/U	■ S/U	■ S/U

Table 2: Roadway Segment & Routes of Regional Significance Impact Summary			
Study Location	Scenario		
	Background plus Project Conditions (TRA-3)	Cumulative 2040 Existing General Plan plus Project Conditions (TRA-10)	Cumulative 2040 Proposed General Plan plus Project Conditions (TRA-13)
Adams Drive	■ S/U	■ S/U	■ S/U
Alameda de las Pulgas	■ S/U	■ S/U	■ S/U
Alpine Road	■ S/U	■ S/U	■ S/U
Cambridge Avenue	■ S/U	■ S/U	■ S/U
Chilco Street	■ S/U	■ S/U	■ S/U
Constitution Drive	■ S/U	■ S/U	■ S/U
Hamilton Avenue	■ S/U	■ S/U	■ S/U
Ivy Drive	■ S/U	■ S/U	■ S/U
Marsh Road	■ S/U	■ S/U	■ S/U
Middlefield Road	■ S/U	■ S/U	■ S/U
Newbridge Street	■ S/U	■ S/U	■ S/U
Oak Grove Avenue	■ S/U	■ S/U	■ S/U
Sand Hill Road	■ S/U	■ S/U	■ S/U
Santa Cruz Avenue	■ S/U	■ S/U	■ S/U
Bayfront Expressway, US 101 to Marsh Road	■ S/U	■ S/U	■ S/U
Bayfront Expressway, Willow Road to University Avenue	■ S/U	■ S/U	■ S/U
Bayfront Expressway, University Avenue and the county line	■ S/U	■ S/U	■ S/U
US 101, north of Marsh Road	■ S/U	■ S/U	■ S/U
US 101, south of Willow Road	■ S/U	■ S/U	■ S/U

Partial mitigations are included for the planning and construction of neighborhood traffic calming and bicycle and pedestrian improvements, which would be required of the project. However, they are not expected to fully mitigate the impacts and therefore, the impacts would be considered significant and

unavoidable. As stated previously, the project includes a trip cap that limits trips in the AM Peak Period, the PM Peak Period, and daily trips. As a mitigation measure identified in the EIR, the trip cap would be modified to limit 50 percent of the peak period trips to either peak hour.

Greenhouse Gas Emissions

The EIR concludes that development of the proposed project would conflict with applicable plans and policies, or regulations adopted for the purposes of reducing the emissions of GHGs. Therefore, this impact is considered potentially significant and unavoidable. The proposed project would result in less than significant impacts with regard to consistency with the AB 32 Scoping Plan and the City's Climate Action Plan. However, the proposed project is not consistent with Executive Orders by Governors Schwarzenegger and Brown (EO S-3-05 and EO B-30-15).

EO S-3-05 asserted that California is vulnerable to the effects of climate change. To combat this concern, the order established the following GHG emissions reduction targets:

- By 2010, reduce GHG emissions to 2000 levels
- By 2020, reduce GHG emissions to 1990 levels
- By 2050, reduce GHG emissions to 80 percent below 1990 levels

Executive Orders are legally binding only on state agencies. Accordingly, EO S-3-05 guides state agencies' efforts to control and regulate GHG emissions but has no direct binding effect on local government or private actions. The Secretary of the California Environmental Protection Agency (CalEPA) is required to report to the governor and state legislature biannually regarding the impacts of global warming on California, mitigation and adaptation plans, and progress made toward reducing GHG emissions to meet the targets established in this EO.

EO B-30-15 established a medium-term goal for 2030 of reducing GHG emissions to 40 percent below 1990 levels. It also required the California Air Resources Board to update its current AB 32 Scoping Plan to identify measures to meet the 2030 target. The executive order supports EO S-3-05, described above, but currently is binding only on state agencies.

These executive orders establish long term goals for GHG reductions below 1990 levels by varying amounts and timeframes for reductions. The project is estimated to be consistent with the EO B-30-15's substantial progress target in 2030; however, it cannot be determined if the project is consistent with the long term 2050 goal in EO S-3-05. Since the systemic changes would require significant policy, technical, and economic changes to reach the reduction targets at both the state and federal level, the impact is conservatively assumed to be potentially significant and unavoidable.

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

As part of its consideration of the merits of the project, the Planning Commission and City Council will need to review and consider the Statement of Overriding Considerations (SOC) along with the Mitigation Monitoring and Reporting Program (MMRP). The draft resolution for the SOC and the MMRP are included in Attachment T and Attachment U respectively. The Planning Commission is a recommending body on the adoption of the EIR, the SOC, and the MMRP. The draft SOC outlines the following public benefits of the project, inclusive of the benefits derived from the Development Agreement: economic benefits, social

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

Correspondence

After the close of the Draft EIR comment period, the Planning Division received seven additional items of correspondence on the project. Those comment letters are included in Attachment V. John William Templeton provided comments on the Development Agreement, specifically with regard to hiring practices at Facebook and the Belle Haven neighborhood. Neilson Buchanan, who also provided comments on the Draft EIR, submitted two letters on regional issues, the Development Agreement, and the public process. Adina Levin submitted a comment letter on behalf of the Menlo Park Transportation Commission stating that the Commission recommends that the trip cap contain stronger goals as more transportation infrastructure improvements are completed, that the Development Agreement contain a commitment for fair share contributions to a local bicycle network, and that Facebook maintain the bicycle and pedestrian bridge. Don Micheletti states in his letter that the money from the Development Agreement would not solve the problems associated with the development. Ellison Folk of Shute, Mihaly, and Weinberger submitted a letter on behalf of the City of East Palo Alto reiterating its issues with the Draft EIR and requesting a meeting with staff and the applicant. In addition, the City of East Palo Alto submitted an additional letter on the Draft EIR for the Facebook Campus Expansion Project as part of its comments on the Draft EIR for the ConnectMenlo General Plan Update. Those comments relate to the consistency between the two Draft EIRs. Since the comments were submitted after the close of the comment period on the Draft EIR for the Facebook Campus Expansion Project, the responses are not included in the Final EIR. However, staff prepared a specific response to those comments that is included in Attachment W. It was brought to the City's attention that the emailed comments received from Gary Lauder were truncated in the email. Therefore, as a separate response, the City prepared an additional Response to Comment for Mr. Lauder's previously unreceived comments, which is included in Attachment X and the additional comments relate to the adequacy of the transportation mitigation in the Draft EIR and the determination of unavoidable impacts.

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.

Public Notice

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a 1,250-foot radius of the subject property. Notice of the Final EIR's availability and the holding of this public hearing was also provided to agencies and jurisdictions of interest (e.g., Caltrans, City of East Palo Alto, etc.).

Attachments

The following is the list of Attachments referenced throughout the staff report. Numerous Attachments include exhibits that are also located in the list of Attachments below. Where that occurs, staff has added a reference in the Attachment identifying where to find the specific exhibit in the list below. When an exhibit is not otherwise contained in the list below, staff has included the exhibit as part of the Attachment.

A. Recommended Actions
B. Location Map
C. Project Milestones and Public Meeting Schedule
D. Project Plans, dated received September 21, 2016
E. Draft Conditional Development Permit (CDP)
F. Draft Resolution Approving the Conditional Development Permit
G. Draft West Campus Trip Cap Monitoring and Enforcement Policy
H. Project Arborist Report
I. Consulting Arborist Peer Review and Recommendations
J. Draft Resolution Approving Heritage Tree Removal Permits
K. Draft BMR Agreement
L. Draft Resolution Approving the BMR Agreement
M. Draft Ordinance Rezoning the Project Site to M-2(X)
N. Draft Ordinance for Zoning Ordinance Text Amendment
O. Draft Lot Line Adjustment Exhibits
P. Draft Resolution Approving Lot Line Adjustment
Q. Draft Development Agreement for 301-309 Constitution Drive
R. Draft Ordinance for the Development Agreement for 301-309 Constitution Drive
S. Response to Comments on Displacement Analysis
T. Draft Statement of Overriding Considerations
U. Draft Mitigation Monitoring and Reporting Program
V. Comment Letters (Non EIR Comments)
    a. John William Templeton, dated July ,20, 2016
    b. Neilson Buchanan, dated July 14, 2016
    c. Neilson Buchanan, dated July 19, 2016
    d. Adina Levin for the Menlo Park Transportation Commission, dated July 19, 2016
    e. Don Micheletti, dated July 16, 2016
    f. East Palo Alto, dated August 1, 2016
W. Comments from East Palo Alto on Draft EIR, dated August 1, 2016 and Response (Additional Comments)
X. Comments from Gary Lauder, dated July 11, 2016 and Response (Supplemental Comments)

Disclaimer

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

Exhibits to Be Provided at Meeting

- Color and Materials Board
- Scale Model of Proposed Project

Report prepared by:
Kyle Perata, Senior Planner

Report reviewed by:
Arlinda Heineck, Community Development Director

Attachment A
RECOMMENDED ACTIONS FOR PLANNING COMMISSION –
Facebook Campus Expansion Project
(301-309 Constitution Drive)

Environmental Review

1. Recommend that the City Council Adopt a Resolution Certifying the Environmental Impact Report and adopting the findings required by the California Environmental Quality Act, Certifying the Environmental Impact Report, Adopting the Statement of Overriding Considerations, and Adopting the Mitigation Monitoring and Reporting Program for the Facebook Campus Expansion Project, located at 300-309 Constitution Drive (Attachments T and U).

Zoning Ordinance Text Amendment

2. Recommend that the City Council Introduce an Ordinance amending the text of the M-2 (General Industrial) zoning district to add hotels, including ancillary facilities, to conditional uses. (Attachment N)

Rezoning

3. Recommend that the City Council Introduce an Ordinance Rezoning the property at 300-309 Constitution Drive from M-2 (General Industrial) and M-2(X) (General Industrial, Conditional Development) to M-2(X) (General Industrial, Conditional Development) (Attachment M).

Conditional Development Permit

4. Recommend that the City Council Adopt a Resolution Approving an Amended and Restated Conditional Development Permit for the property located at 300-309 Constitution Drive and 1 Facebook Way (Building 20) (Attachment E and F).

Development Agreement

5. Recommend that the City Council Introduce an Ordinance Approving the Development Agreement for 301-309 Constitution Drive (Facebook Campus Expansion Project). (Attachments Q and R)

Lot Line Adjustment

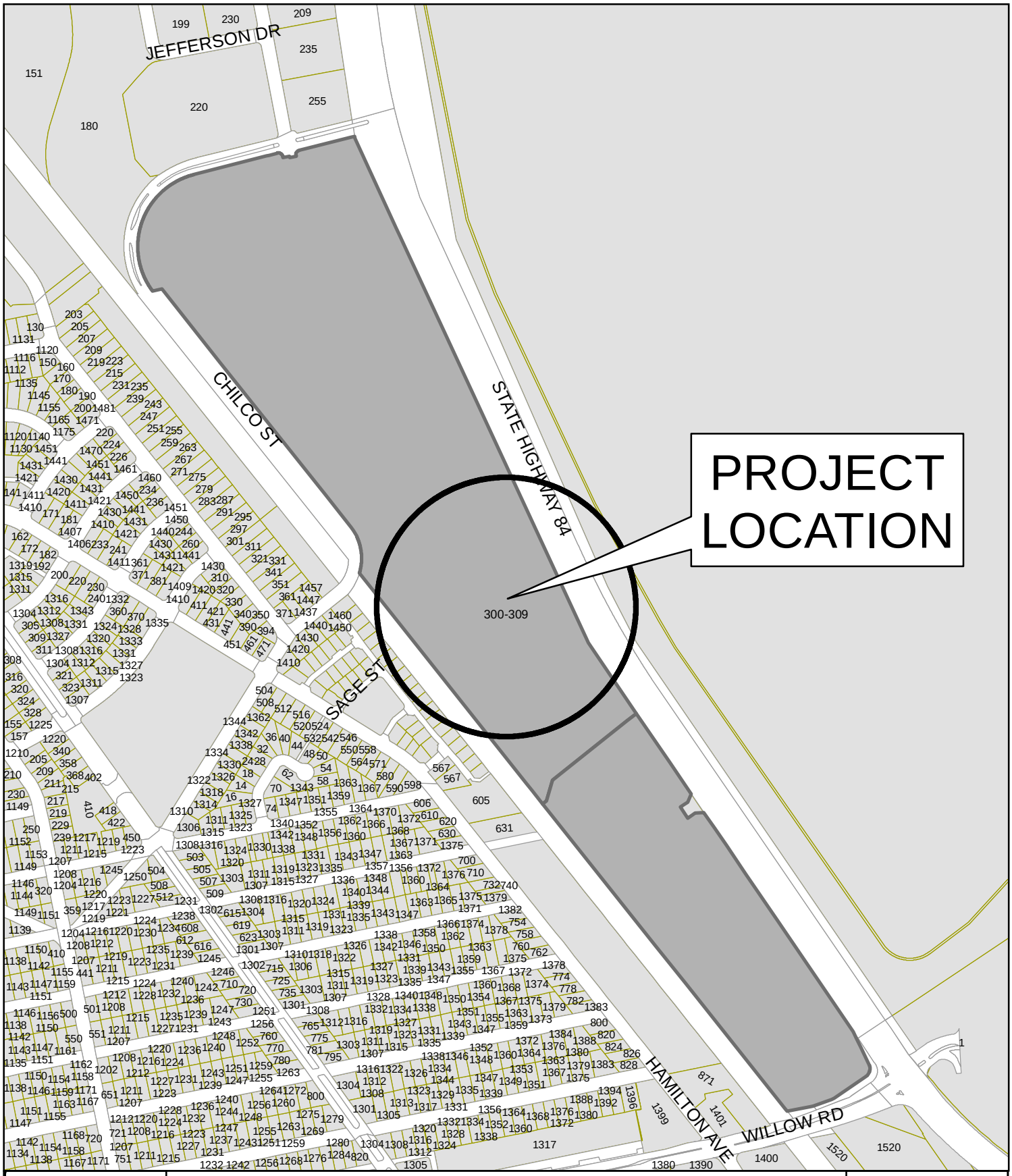
6. Recommend that the City Council Adopt a Resolution Approving the Lot Line Adjustment between parcels 055-260-250 (300-309 Constitution Drive) and 055-260-290 (1 Facebook Way, Building 20) (Attachments O and P).

Heritage Tree Removal Permits

7. Recommend that the City Council Adopt a Resolution Approving the Heritage Tree Removal Permits for the Facebook Campus Expansion Project (Attachments H, I, and J).

Below Market Rate Housing Agreement

8. Recommend that the City Council Adopt a Resolution Approving a Below Market Rate Housing Agreement with Hibiscus Properties, LLC for the Facebook Campus Expansion Project (Attachments K and L).



CITY OF MENLO PARK

LOCATION MAP

300-309 CONSTITUTION DRIVE & 1 FACEBOOK WAY

DRAWN: TAS CHECKED: KTP DATE: 09/26/16 SCALE: 1" = 300' SHEET: 1

Project Schedule
Facebook Campus Expansion Project
(301-309 Constitution Drive)

No.	Meeting/Milestone Description	Meeting Date
1.	**Milestone:** Application submittal	March 31, 2015
2.	**City Council Meeting:** Information item	May 19, 2015
3.	**City Council Meeting:** Authorization for City Manager to enter into consultant contract for environmental review and fiscal impact analysis for phase two (consent calendar)	June 16, 2015
4.	**Milestone:** Release Notice of Preparation (NOP)	June 18, 2015
5.	**Planning Commission Meeting:** EIR scoping session and study session	July 13, 2015
6.	**City Council Meeting:** Information Item	November 10, 2015
7.	**City Council Meeting:** Appointment of a Council subcommittee	December 15, 2015
8.	**City Council Meeting:** Adopt water supply assessment (WSA)	January 12, 2016
9.	**Milestone:** Release Draft EIR and Draft FIA	May 26, 2016
10.	**Public Outreach Meeting**: Inform the community about the proposed project and the documents available for review *(Note: Meeting is open to the public and may be attended by any or all Council Members or Commissioners)*	June 1, 2016
11.	**Combined Bicycle and Transportation Commission Meeting:** Overview of the project and introduction to the Draft EIR. Comments to be provided at individual Commission meetings *(Note: Meeting will be televised/recorded to encourage viewing/attendance by other Commissioners)*	June 6, 2016 (5:30 P.M. Special Start Time)
12.	**Bicycle Commission Meeting**: Review the Draft EIR summary and the Transportation chapter	June 6, 2016 (7:00 P.M. Start After Combined Meeting)

Project Schedule
Facebook Campus Expansion Project
(301-309 Constitution Drive)

No.	Meeting/Milestone Description	Meeting Date
13.	**Transportation Commission Meeting**: Review the Draft EIR summary and the Transportation chapter	June 8, 2016
14.	**Planning Commission Meeting:** Public hearing regarding the Draft EIR and study session item to discuss Draft FIA and the project	June 20, 2016
15.	**City Council Meeting:** Intended to learn more about the project and identify any other information needed to ultimately make a decision on the project and consider feedback from the Commissions, discuss environmental impacts and mitigations, public benefit, fiscal impacts, development program, and provide direction or parameters to guide development agreement negotiations	June 21, 2016
16.	**Environmental Quality Commission Meeting**: Review the Draft EIR summary, Greenhouse Gas Emissions chapter, and the requested heritage tree removals	June 22, 2016
17.	**Housing Commission Meeting:** Review and provide a recommendation on the Below Market Rate (BMR) Housing Agreement	June 29, 2016 (Special Meeting)
18.	**Milestone:** Close of Draft EIR comment period	July 11, 2016
19.	**City Council Meeting:** Regular item to review business terms of development agreement	July 19, 2016
20.	**Milestone:** Publish Final EIR and Final FIA	September 15, 2016
21.	**Planning Commission Meeting:** Public hearing for recommendation on Final EIR, Final FIA, and requested land use entitlements and associated agreements	September 26, 2016
22.	**City Council Meeting:** Public hearing for review of and initial action on Final EIR, Final FIA, and requested land use entitlements and agreements	TBD
23.	**City Council Meeting**: Second reading of the ordinance for the Development Agreement, Rezoning, and Zoning Ordinance Amendment (consent item)	TBD

Note: City Council review of the initial actions and second readings of ordinances to be determined.
Note: all Commissioners and members of the public may submit individual written comments to the City throughout the project review.

FACEBOOK CAMPUS EXPANSION, MENLO PARK

PROJECT 2015-007

GEHRY PARTNERS

SEPTEMBER 20, 2016

FACEBOOK CAMPUS EXPANSION

BUILDINGS 21, 22 & HOTEL SITE

Prepared By:
Gehry Partners, LLP

DEVELOPMENT APPLICATION UPDATE

SEPTEMBER 20, 2016

ARCHITECTURAL

	DRAWING SHEET INDEX	SCALE	7/17/2015	7/28/2015	8/1/2015	8/7/2015	8/19/2015	8/31/2015	9/2/2015	9/14/2015	9/25/2015	9/28/2015	10/2/2015	10/9/2015	10/23/2015	11/4/2015	11/13/2015	2/23/2016	2/26/2016	3/1/2016	3/2/2016	3/9/2016	5/18/2016	6/6/2016	9/2/2016	9/20/2016
SHEET #	**SHEET TITLE**																								
A0	**PROJECT INFORMATION**																								
A0-01	PRELIMINARY DATA SHEET	NTS	•																•		•				•
A0-02	AERIAL REGIONAL SITE VIEW	1"=300'	•																						
A0-03	REFERENCE TABLE																							•	•
A0-04	BUILDING COVERAGE DIAGRAM																							•	•
	PROGRAM																								
A0-20	PROGRAM AREAS BLDG 21 , BLDG 22, BLDG 23, & POTENTIAL HOTEL	NTS						•			•					•							•		
A0-21	PROGRAM: AMENITIES OF HOTEL	NTS						•				•													
A0-22	MPK21 GFA CALCULATIONS	1"=100'																					•		
A0-23	MPK21 GFA CALCULATIONS	1"=100'																					•		
	ARCHITECTURAL																								
A1	**SITE**																								
A1-01	EXISTING REGIONAL PLAN	1"=300'	•					•																	
A1-02	PROPOSED REGIONAL PLAN	1"=300'	•					•								•			•			•			
A2	**FLOOR PLAN**																								
A2-01	EXISTING SITE PLAN	1"=150'	•					•								•									
A2-02	PROPOSED SITE PLAN	1"=150'	•					•	•							•	•		•	•		•		•	
A2-02A	**PROPOSED PARTIAL SITE PLAN**	1"=75'																							•
A2-02B	**PROPOSED PARTIAL SITE PLAN**	1"=75'																							•
A2-03	GROUND LEVEL PLAN/ PARKING DATA	1"=150'	•		•			•	•	•						•	•	•	•	•		•		•	
A2-04	LEVEL 01 OFFICE PLAN	1"=150'	•					•	•							•	•	•	•	•		•		•	
A2-05	LEVEL 01 MEZZANINE PLAN	1"=150'	•					•	•							•	•	•	•	•		•		•	
A2-06	ROOF PLAN/ LIGHTING PLAN / DECK INFORMATION	1"=150'	•		•			•	•							•	•	•	•	•		•		•	
A3	**SECTIONS**																								
A3-01	SITE SECTIONS	AS NOTED	•					•								•	•		•						
A3-02	SITE SECTIONS	AS NOTED	•					•								•	•		•						
A3-03	SITE SECTIONS	AS NOTED	•					•								•	•		•						
A3-21	MPK 21 ELEVATIONS KEY PLAN	1"=50'																					•	•	
A3-22	MPK 21 ELEVATIONS	1"=25'																					•	•	
A3-23	MPK 21 ELEVATIONS	1"=25'																					•	•	
A3-24	MPK 21 ELEVATIONS	1"=25'																					•	•	
A3-31	MPK 21 CROSS SECTIONS	1"=25'																					•	•	
A3-32	MPK 21 CROSS SECTIONS	1"=25'																					•	•	
A4	**PARKING PHASING**																								
A4-01	EXISTING CONDITION: BUILDING 23 RENOVATION PARKING	1"=150'	•					•								•						•			
A4-02	PHASE 1: BUILDING 21 CONSTRUCTION PARKING	1"=150'	•					•								•						•			
A4-03	PHASE 2: BUILDING 22 & HOTEL CONSTRUCTION PARKING	1"=150'	•					•								•			•			•			
A5	**UTILITIES**																								
A5-01	FIRE ACCESS PLAN	1"=150'						•								•	•				•	•			
A5-02	BLDG 21 LADDER ACCESS SECTIONS															•	•				•				
A5-02B	BLDG 22 LADDER ACCESS SECTIONS																				•				
A5-10	MPK 21 TRASH AND RECYCLING COLLECTION PLAN	1"=150'																					•		
A5-11	MPK 21 LOADING DOCK DELIVERY PLAN	1"=150'																					•		
A6	**PHOTO SIMULATION**																								
A6-00	AERIAL REGIONAL SITE VIEW LOCATION	NTS			•			•	•										•						
A6-01	HILL STREET VIEW 1	NTS			•			•	•	•									•						
A6-02	MODOC AVE VIEW 2	NTS			•			•	•										•						
A6-03	CHILCO STREET VIEW 3	NTS			•			•	•										•						
A6-04	HAMILTON PARK VIEW 4	NTS			•			•	•										•						
A6-05	BCDC PUBLIC SHORELINE TRAIL VIEW 5	NTS			•			•	•										•						
A6-06	BAY TRAIL VIEW 6	NTS			•			•	•										•						
A6-07	BEDWELL BAYFRONT PARK VIEW 7	NTS			•			•	•										•						
A7	**SHADOW DIAGRAM**																								
A7-01	SHADOW DIAGRAM	NTS			•				•										•						
A7-02	SHADOW DIAGRAM	NTS			•														•						

PRELIMINARY DATA SHEET

LOCATION: 300-309 CONSTITUTION DRIVE, MENLO PARK, CALIFORNIA						
EXISTING USE: WAREHOUSE/OFFICE USE			**APPLICANT:** HIBISCUS PROPERTIES, LLC			
PROPOSED USE: OFFICE WITH AN OPTION FOR HOTEL			**PROPERTY OWNER(S):** HIBISCUS PROPERIES LLC			
ZONING: M2			**APPLICATION(S):** DEVELOPMENT APPLICATION			
DEVELOPMENT STANDARDS	**PROPOSED DEVELOPMENT**		**EXISTING PROJECT**		**M-2 ZONING ORDINANCE**	
LOT AREA	2,539,928	SF	2,539,928	SF	NA	SF MIN
AVERAGE LOT WIDTH	3,100	FT	3,100	FT	NA	FT MIN
AVERAGE LOT DEPTH	820	FT	820	FT	NA	FT MIN
SETBACKS						
FRONT (NORTH)	95	FT	60	FT	Min. 20	FT
REAR (SOUTH)	60	FT	21	FT	0	FT
SIDE (WEST)	86	FT	46	FT	Min. 10	FT
SIDE(East)	0	FT	81	FT	Min. 10	FT
BUILDING COVERAGE						
COVERAGE: BLDG 21, BLDG 22, BLDG 23 *	1,271,799	SF	823,365	SF	1,142,968	SF MAX
	50	%	32%		50 %	MAX
COVERAGE: BLDG 21, BLDG 22, BLDG 23 & POTENTIAL HOTEL	1,311,977	SF	32%			
	52	%	32%		50 %	MAX
FAR (FLOOR AREA RATIO) OFFICE USE	45%		40%		45%	
FAR (FLOOR AREA RATIO) OFFICE USE + HOTEL	52%					
BUILDING SQUARE FOOTAGE						
EXISTING BUILDINGS 301-309 CONSTITUTION AVE	NA		835,838	GFA		
BUILDING 23 - 300 CONSTITUTION RENOVATION	180,108	GFA	180,108	GFA		
BUILDING 21 - OFFICE BUILDING	512,900	GFA	NA			
BUILDING 22 - OFFICE BUILDING	449,500	GFA	NA			
HOTEL	174,800	GFA	NA			
TOTAL SQUARE FOOTAGE FOR BUILDINGS	**1,317,308**	**GFA**	**1,015,946**	**GFA**		
BUILDING HEIGHT	75	FT	73	FT		
PARKING						
OFFICE PARKING PROVIDED ON SITE	3,288	SPACES	1,690	SPACES		
HOTEL PARKING PROVIDED ON SITE	245	SPACES	NA	NA		
TOTAL PARKING	3,533	SPACES	1,690	SPACES		

FLOOD ZONE - AE
BASE FLOOD ELEVATION (BFE) 10.3' NAVD '88
ALL ELEVATIONS REFER TO NAVD '88

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

DATA SHEET | **A0-01**

SEPTEMBER 20, 2016

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

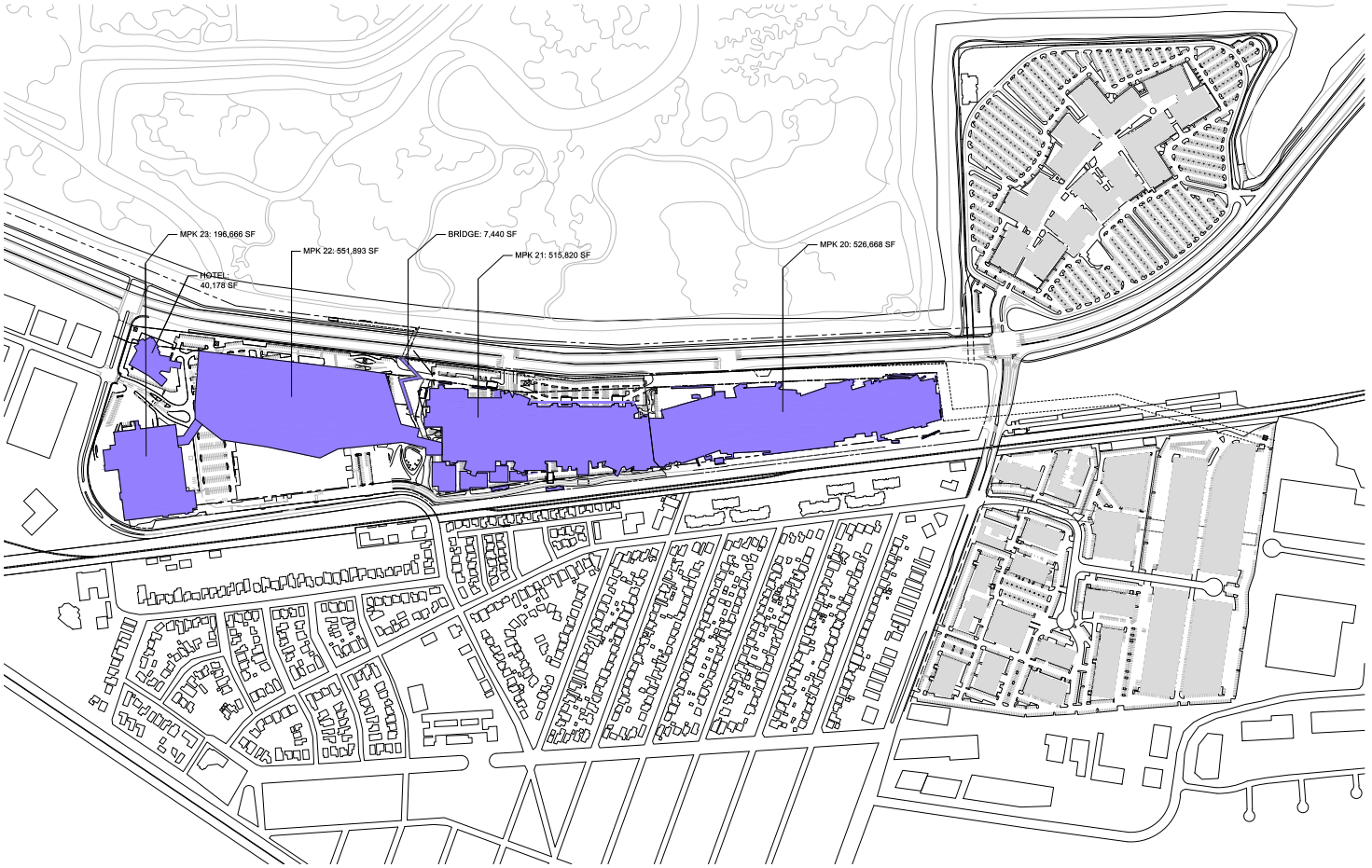
AERIAL REGIONAL SITE VIEW | **A0-02**

SCALE : 1"= 300'

11X17 SCALE IS 1"= 600'

JULY 17, 2015

	Building Cov. (SF)	Building Cov. (%)	Site Area (SF)	FAR	GFA (SF)	Parking Stalls
Building 20	526,668		963,684	0.45	433,655	1,499
TE Site			2,539,928	0.45	1,142,968	
TE Site + Hotel			2,539,928	0.55	1,396,960	
Building 21	515,820				512,900	1,476
Building 22	551,893				449,500	1,294
Building 23	196,666				180,108	518
Hotel	40,178				174,800	245
Pedestrian Bridge	7,440					
TOTAL	1,838,665	53%	3,503,612			5,032



TOTAL SITE AREA
3,503,612 SF

COVERAGE AREA (PROPOSED)
1,838,665 SF

PERCENTAGE OF SITE COVERAGE = 52.48%

Facebook Campus Expansion
Buildings 21, 22 & Hotel Site
301-309 Constitution Drive, Menlo Park, California
Gehry Partners, LLP

Facebook Campus Expansion + West Campus BUILDING COVERAGE DIAGRAM | **A0-04**

SEPTEMBER 20, 2016

Program Areas by Building (approx. sf)							
BUILDING	Office	Support Rms	Amenities	Event Space	Hotel	Circulation, Walls, Structure, Stairs, etc.	GFA
MPK 21	195,900	50,400	60,165	31,100	0	175,307	512,872
MPK 22	168,800	42,000	56,400	1,200	0	181,100	449,500
HOTEL	1,800	11,500	13,700	0	61,700	86,100	174,800

Level Areas by Building (approx. sf)					
BUILDING	Ground	Level 1	Level1 Mezz	Roof	GFA
MPK 21	16,444	389,140	81,509	25,779	512,872
MPK 22	13,800	419,900	7,800	8,000	449,500

BUILDING	Ground	Podium	Level 3	Level 4	Level 5	Level 6	Level 7	GFA
HOTEL	13,700	39,400	22,300	25,000	25,000	25,000	24,400	174,800

NOTE:

1. THE PROGRAM INFORMATION CONTAINED IN THESE TABLES ARE DRAFT APPROXIMATIONS AS THEY STAND AT THIS POINT IN TIME. THE PROGRAM INFORMATION WILL CONTINUE TO BE REFINED AS THE DESIGN OF THE BUILDINGS EVOLVE.

SUPPORT ROOMS:

Support Rooms include Electrical & Machine Rooms, Shipping & Receiving Facilities, Storage Room, Security, Bicycle Storage, Restrooms, IT Rooms, Showers, Lockers.

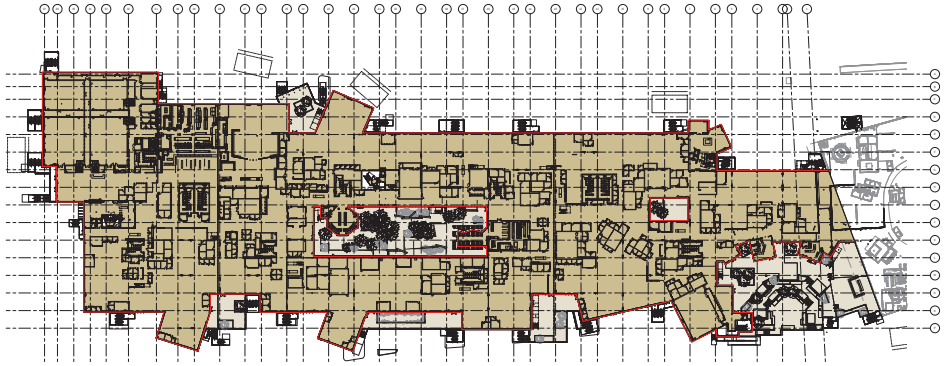
AMENITIES:

Amenities include Cafeteria, Private Dining Rooms, Cafes, Microkitchens, Mother's/Wellness Room, Meditation Rooms

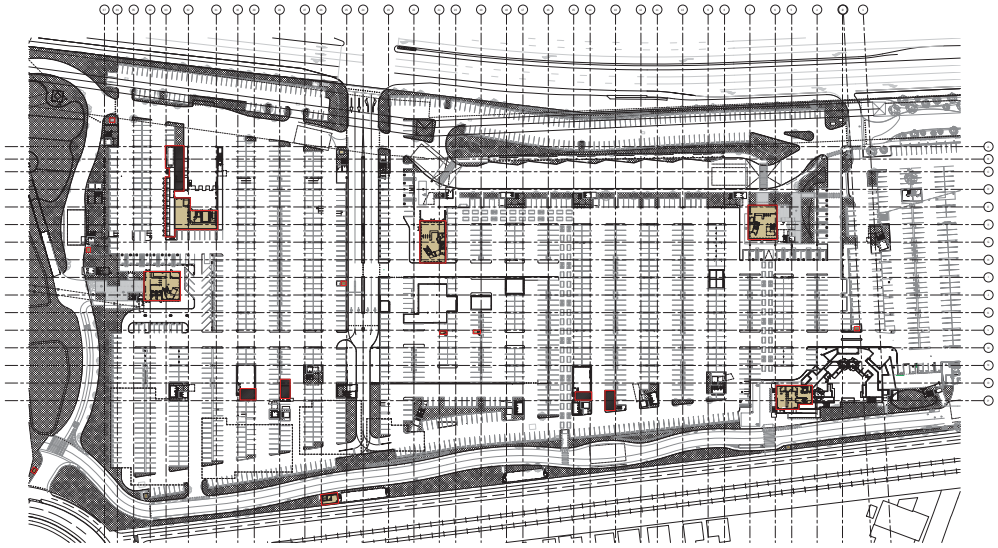
HOTEL : FACEBOOK CAMPUS HOTEL					07/28/2015 V12
	NAME (DESIGN OCCUPANCY)	PROGRAM RM DIMS	PROGRAM AREA (SF)	PROGRAM QUANTITY	TOTAL PROGRAM AREA NSF
	AMENITIES			9	13,700
	FOOD + BEVERAGE			3	3,900
	FUNCTION SPACE			4	5,800
	FITNESS ROOM			1	1,500
	POOL AND DECK			1	2,500

NOTE:

1. THE PROGRAM INFORMATION CONTAINED IN THESE TABLES ARE DRAFT APPROXIMATIONS AS THEY STAND AT THIS POINT IN TIME. THE PROGRAM INFORMATION WILL CONTINUE TO BE REFINED AS THE DESIGN OF THE BUILDINGS EVOLVE.



FIRST LEVEL (OFFICE) 389,140 SF GFA



GROUND FLOOR 16,444 SF GFA

GFA CALCULATION

	GROUND FLOOR	LEVEL 01	MEZZANINE LEVEL	ROOF GARDEN LEVEL	TOTAL
SUB TOTAL GROSS AREA	21,089 SF	389,590 SF	81,831 SF	29,876 SF	522,386 SF
EXCLUSIONS TO GFA					
NON-OCCUPIABLE / INACCESSIBLE AREAS [2]	0 SF	407 SF	112 SF	458 SF	977 SF
AREAS FOR BUILDING SYSTEMS - GENERATORS, MECH. [3]	2,358 SF	0 SF	0 SF	2,865 SF	5,223 SF
SHAFTS - HVAC, PLUMBING [5]	0 SF	43 SF	210 SF	774 SF	1,027 SF
ENCLOSURES FOR TRASH & RECYCLING [6]	2,287 SF	0 SF	0 SF	0 SF	2,287 SF
TOTAL GFA EXCLUSIONS	4,645 SF	450 SF	322 SF	4,097 SF	9,514 SF
GFA CALCULATION (SUB-TOTAL GROSS AREA - TOTAL GFA EXCLUSIONS)	16,444 SF	389,140 SF	81,509 SF	25,779 SF	512,872 SF

Notes:
1. GROSS FLOOR AREA (GFA) DEFINITION 16.04.325. ADOPTED AND EFFECTIVE DECEMBER 7, 2010.
2. EXCEPTIONS TO GFA 16.04.325 C.1 : NON-USEABLE OR NON-OCCUPIABLE SPACES NOT TO EXCEED 3% OF MAXIMUM ALLOWED GFA. AREAS IDENTIFIED AS INACCESSIBLE ARE NON-USABLE/NON-OCCUPIABLE SPACE WITH UNFINISHED WALLS FLOORS AND CEILINGS AND HAVE LIMITED ACCESS, UNCONDITIONED AIR, NO WINDOWS OR SKYLIGHTS, AND NO ELECTRICITY.
3. EXCEPTIONS TO GFA 16.04.325 C.2: BUILDING AREAS WITH NOISE GENERATING EQUIPMENT - MECH + GENERATORS NOT TO EXCEED 1% OF GFA. AREA TOTALS LISTED ABOVE HAVE BEEN PROPORTIONALLY REDUCED SO AS NOT TO EXCEED THE MAXIMUM ALLOWABLE EXCLUSION OF 1% OF GFA.
4. EXCEPTIONS TO GFA 16.04.325 C.3: ALL AREAS DEVOTED TO COVERED PARKING AND RELATED CIRCULATION.
5. EXCEPTIONS TO GFA 16.04.325 C.5: VENT SHAFTS, SUCH AS BUILDING MECHANICAL AIR DUCTS. AREA OF VENT SHAFTS FOR MECHANICAL AIR DUCTS ARE INCLUDED IN NON-OCCUPIABLE/INACCESSIBLE AREA TABULATION.
6. TRASH ENCLOSURE AREA IS EXCLUDED FROM GFA CALCULATION PER CITY OF MENLO PARK ZONING ORDINANCE 16.04.325 C.6

LEGEND
- BUILDING ENCLOSURE
- **EXTERIOR TERRACE**
- SECURITY STATIONS
- ENCLOSURE AREA

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

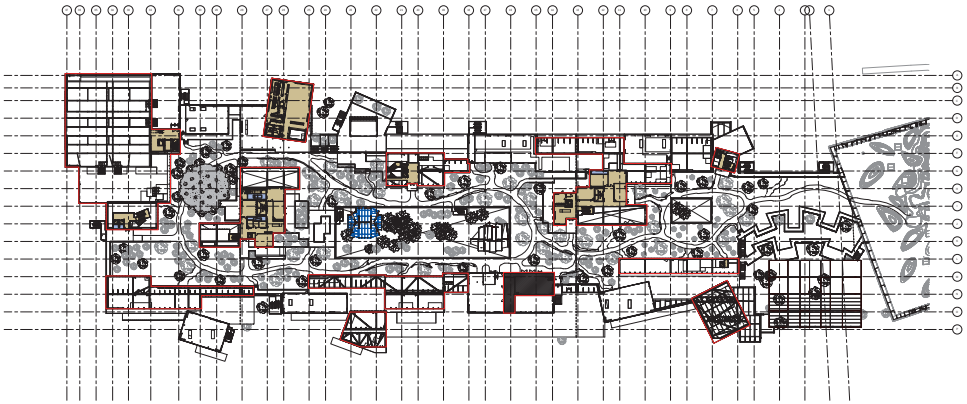
Gehry Partners, LLP

MPK21 SQUARE FOOT DIAGRAMS | **A0-22**

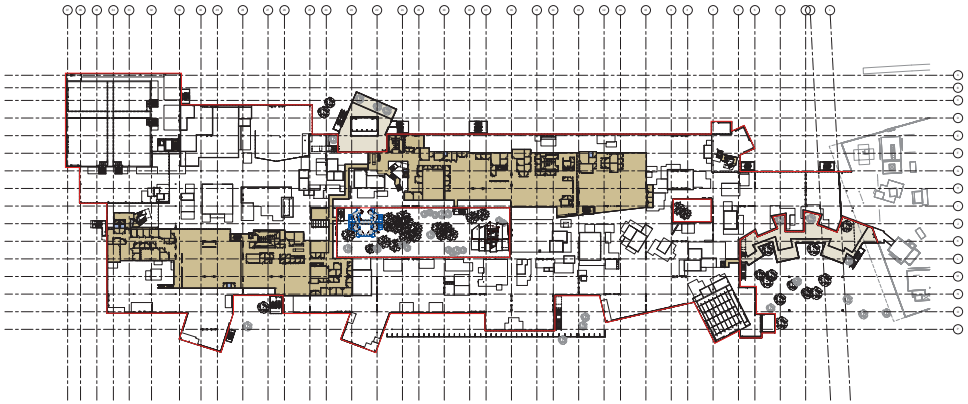
24X36 SCALE : 1"= 100'

11X17 SCALE: 1"= 200'

JUNE 06, 2016



ROOF LEVEL 25,779 SF GFA



MEZZANINE LEVEL 81,509 SF GFA

LEGEND

- BUILDING ENCLOSURE
- EXTERIOR TERRACE
- SECURITY STATIONS
- ENCLOSURE AREA

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

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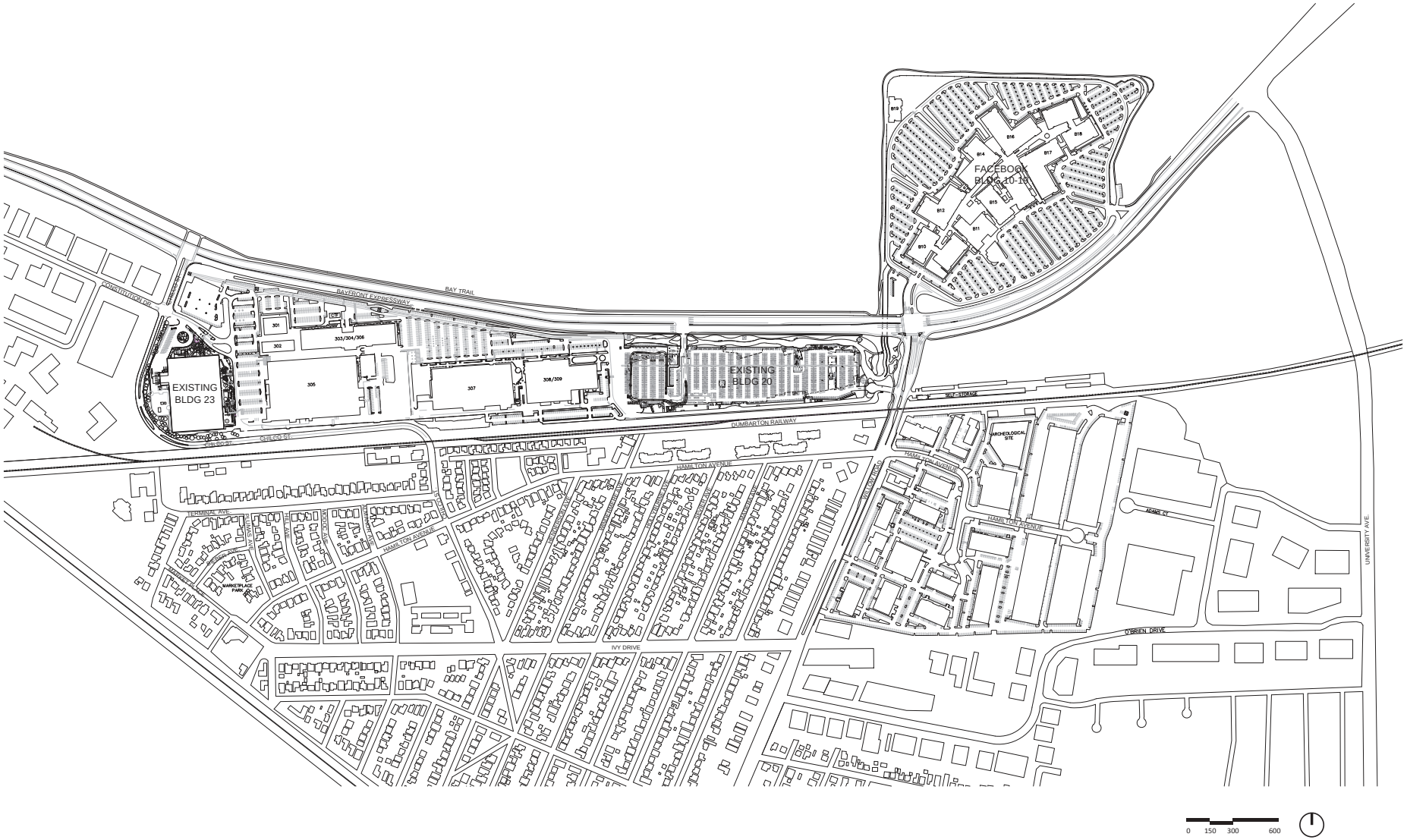
MPK21 SQUARE FOOT DIAGRAMS | **A0-23**

24X36 SCALE : 1"= 100'

11X17 SCALE: 1"= 200'

JUNE 06, 2016



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Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

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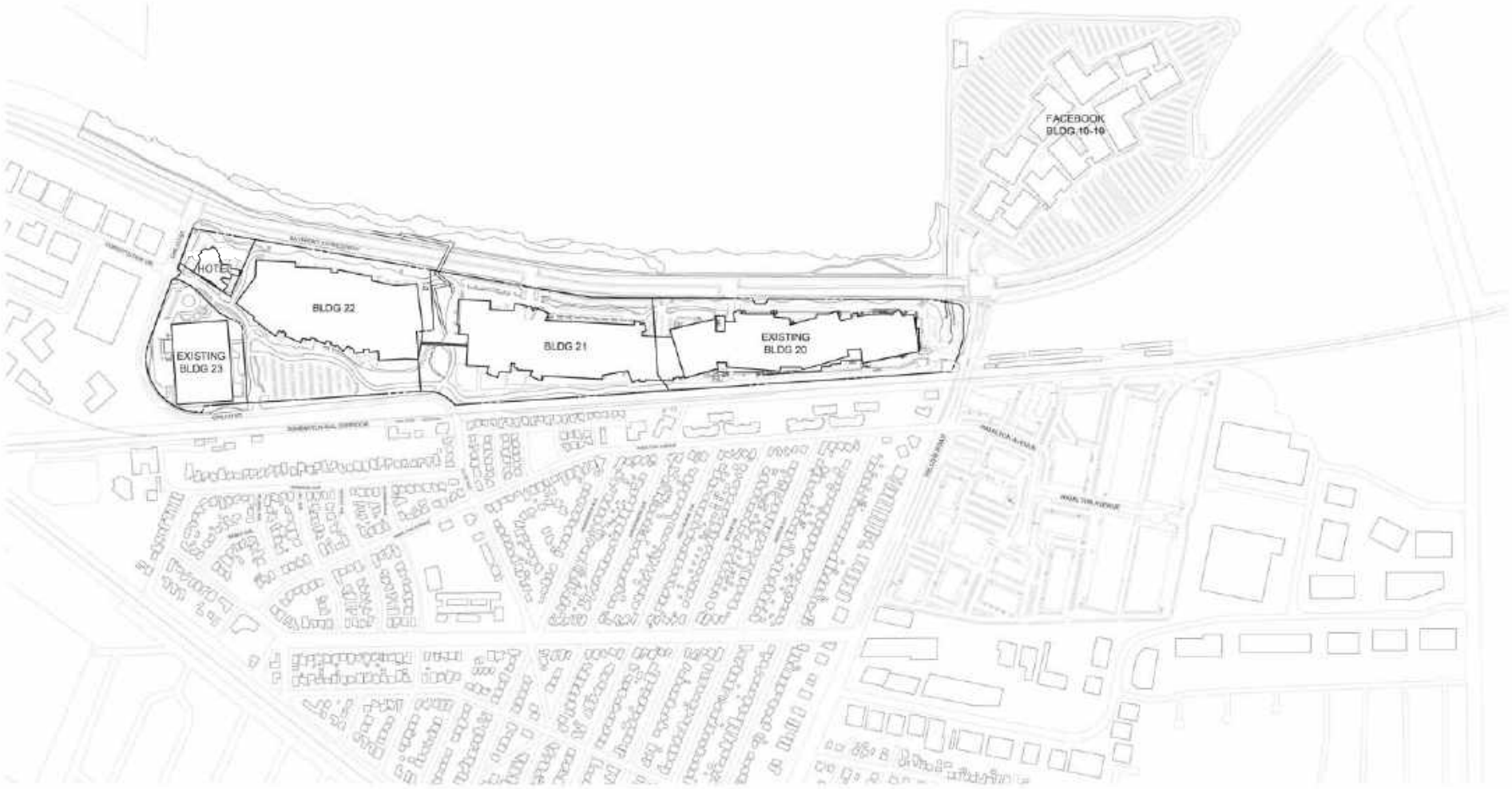
EXISTING REGIONAL PLAN | **A1-01**

SCALE : 1"= 300'

11X17 SCALE IS 1"= 600'

NOVEMBER 04, 2015



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PROPOSED REGIONAL PLAN | A1-02

SCALE : 1"= 300'

11X17 SCALE IS 1"= 600'

FEBRUARY 26, 2016

AREA

58.31 ACRES

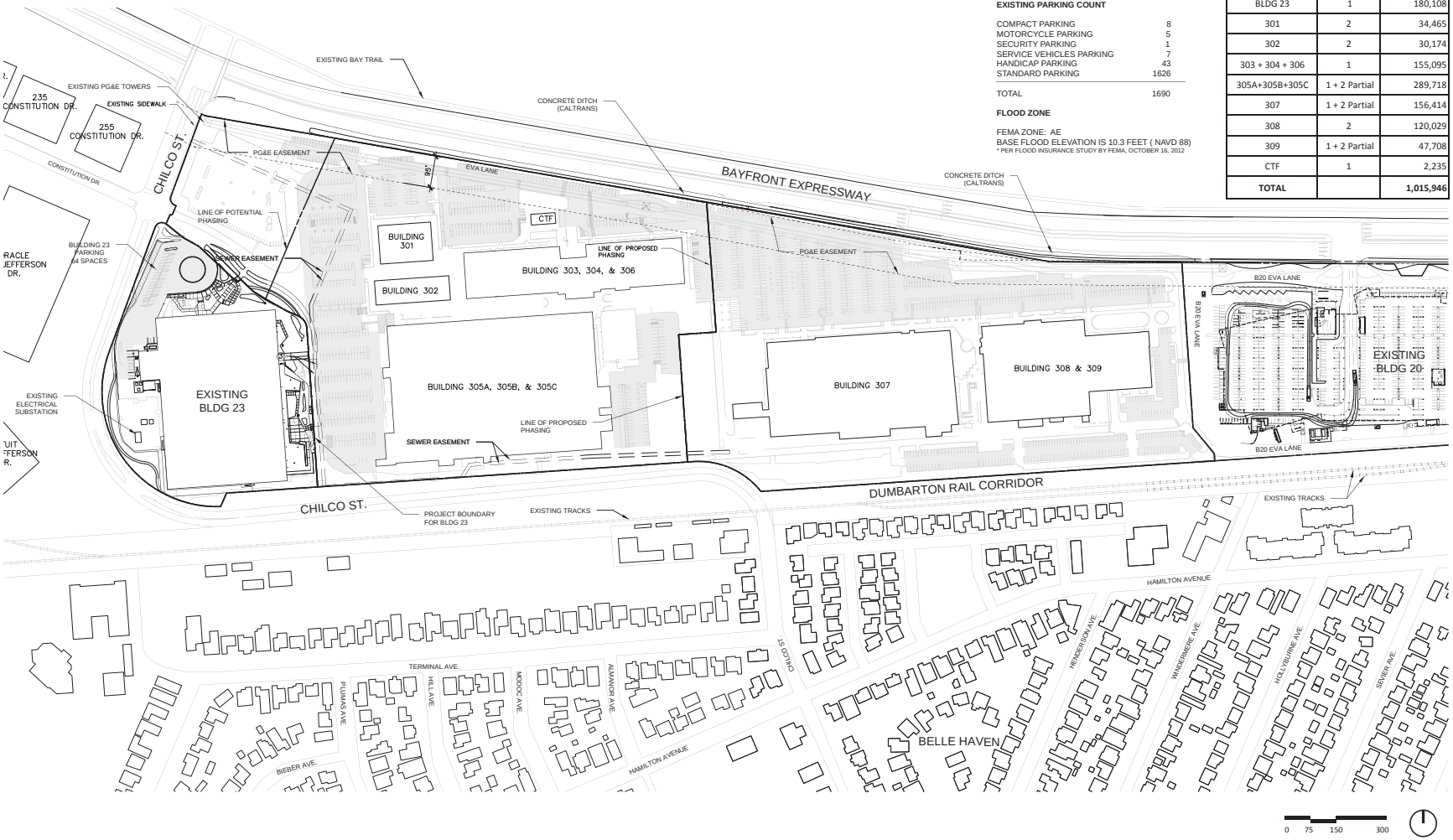
EXISTING PARKING COUNT

COMPACT PARKING	8
MOTORCYCLE PARKING	5
SECURITY PARKING	1
SERVICE VEHICLES PARKING	7
HANDICAP PARKING	43
STANDARD PARKING	1626
TOTAL	1690

FLOOD ZONE

FEMA ZONE: AE
BASE FLOOD ELEVATION IS 10.3 FEET (NAVD 88)
* PER FLOOD INSURANCE STUDY BY FEMA, OCTOBER 16, 2012

EXISTING SITE BUILDING AREAS		
BUILDING	**# OF LEVELS**	**BUILDING SF**
BLDG 23	1	180,108
301	2	34,465
302	2	30,174
303 + 304 + 306	1	155,095
305A+305B+305C	1 + 2 Partial	289,718
307	1 + 2 Partial	156,414
308	2	120,029
309	1 + 2 Partial	47,708
CTF	1	2,235
TOTAL		**1,015,946**



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EXISTING SITE PLAN | **A2-01**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

NOVEMBER 04, 2015

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PROPOSED SITE PLAN | **A2-02**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

SEPTEMBER 02, 2016

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PROPOSED SITE PLAN | **A2-02A**

SCALE : 1" = 75'

11X17 SCALE IS 1" = 150'

SEPTEMBER 02, 2016

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

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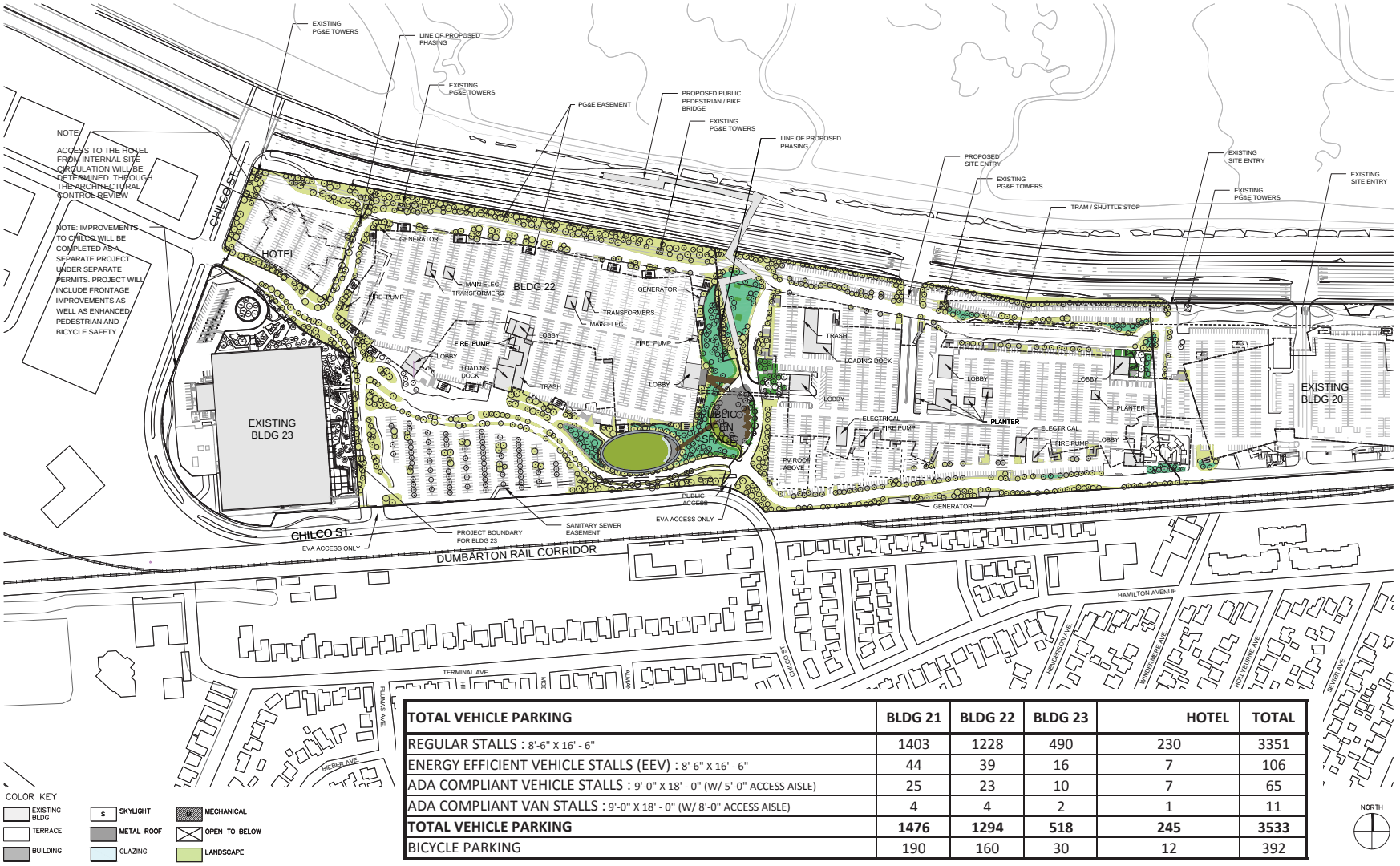
PROPOSED SITE PLAN | **A2-02B**

SCALE : 1" = 75'

11X17 SCALE IS 1" = 150'

SEPTEMBER 02, 2016



TOTAL VEHICLE PARKING	BLDG 21	BLDG 22	BLDG 23	HOTEL	TOTAL
REGULAR STALLS : 8'-6" X 16' - 6"	1403	1228	490	230	3351
ENERGY EFFICIENT VEHICLE STALLS (EEV) : 8'-6" X 16' - 6"	44	39	16	7	106
ADA COMPLIANT VEHICLE STALLS : 9'-0" X 18' - 0" (W/ 5'-0" ACCESS AISLE)	25	23	10	7	65
ADA COMPLIANT VAN STALLS : 9'-0" X 18' - 0" (W/ 8'-0" ACCESS AISLE)	4	4	2	1	11
TOTAL VEHICLE PARKING	**1476**	**1294**	**518**	**245**	**3533**
BICYCLE PARKING	190	160	30	12	392

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GROUND LEVEL PLAN / PARKING DATA | **A2-03**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

SEPTEMBER 02, 2016

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Buildings 21, 22 & Hotel Site

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LEVEL 01 OFFICE PLAN | **A2-04**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

SEPTEMBER 02, 2016

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Buildings 21, 22 & Hotel Site

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LEVEL 01 MEZZANINE PLAN | **A2-05**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

SEPTEMBER 02, 2016

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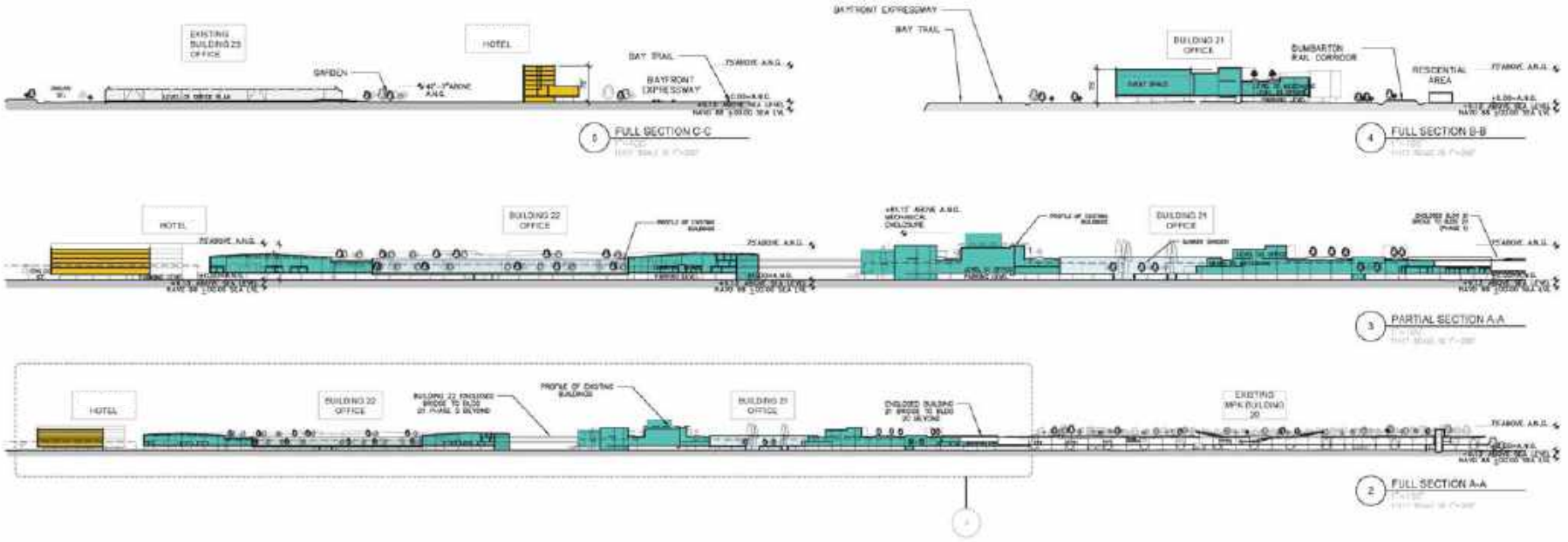
ROOF PLAN / LIGHTING DATA | **A2-06**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

SEPTEMBER 02, 2016



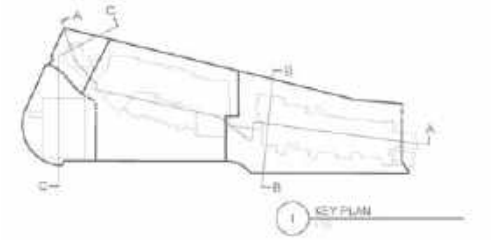
KEY:

OFFICE

HOSPITALITY

EXISTING BUILDINGS

BLDG. 23 IS NOT PART OF THE PROJECT



Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

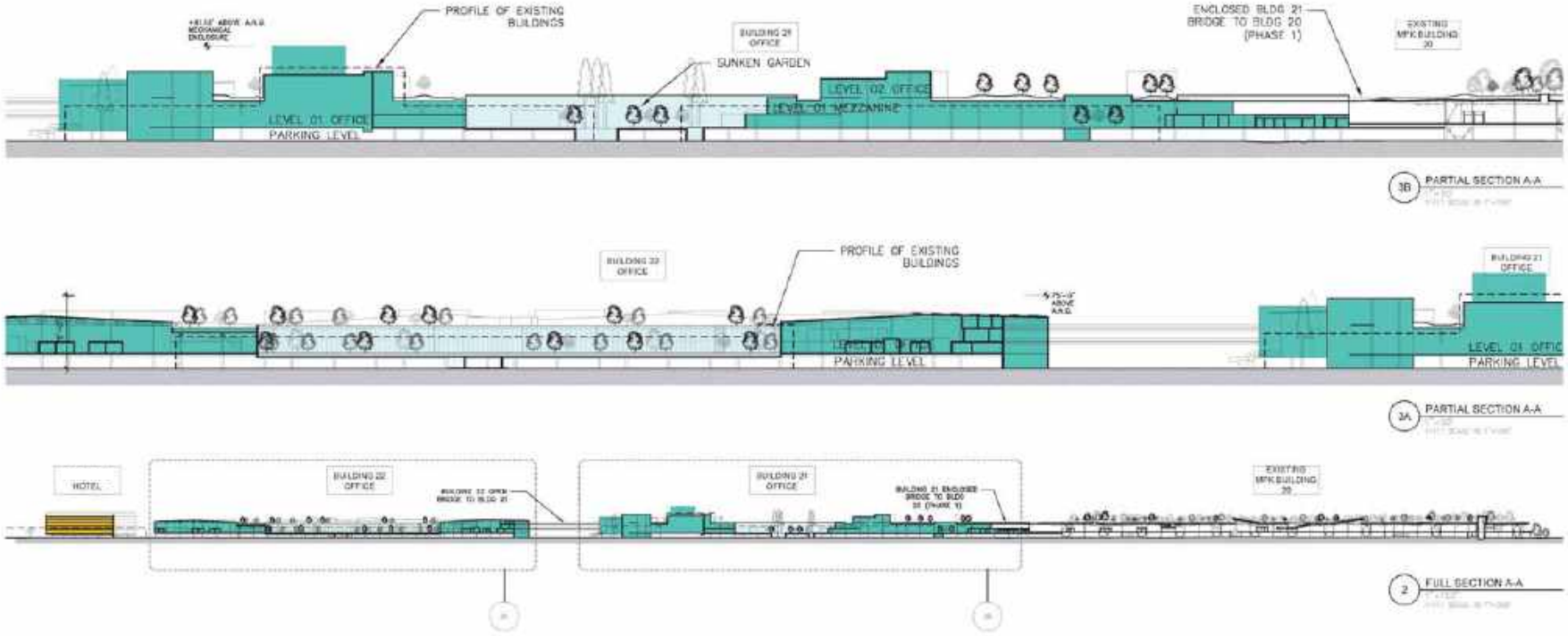
Gehry Partners, LLP

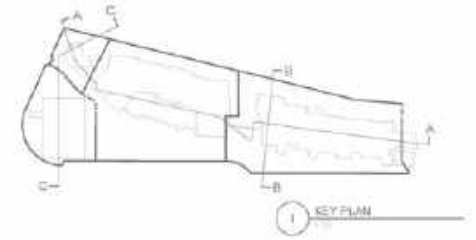
SITE SECTIONS | **A3-01**

SCALE : AS NOTED

11X17 SCALE IS AS NOTED

FEBRUARY 26, 2016





KEY:

OFFICE

HOSPITALITY

EXISTING BUILDINGS

BLDG. 23 IS NOT PART OF THE PROJECT

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

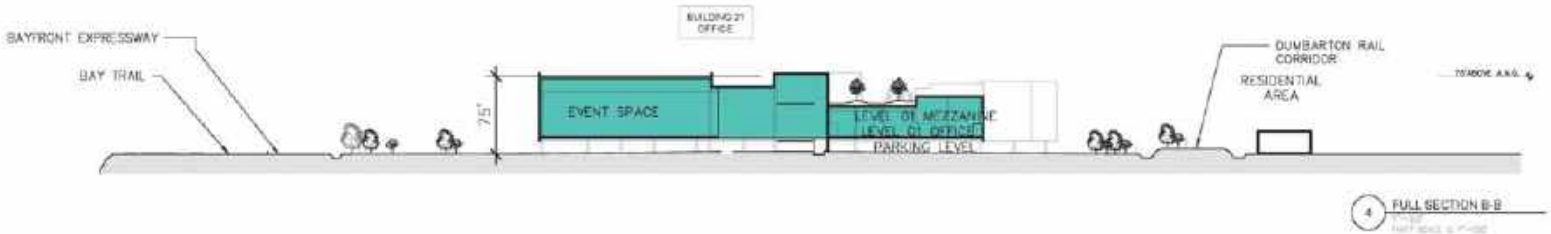
Gehry Partners, LLP

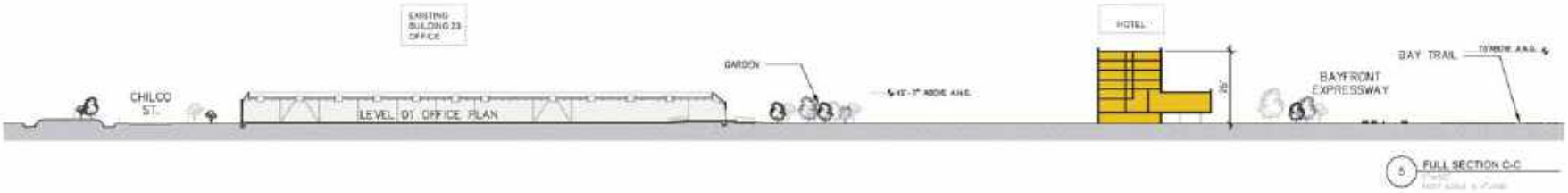
SITE SECTIONS | **A3-02**

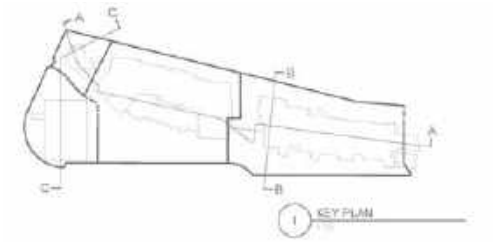
SCALE : AS NOTED

11X17 SCALE IS AS NOTED

FEBRUARY 26, 2016







KEY:

OFFICE

HOSPITALITY

EXISTING BUILDINGS

BLDG. 23 IS NOT PART OF THE PROJECT

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

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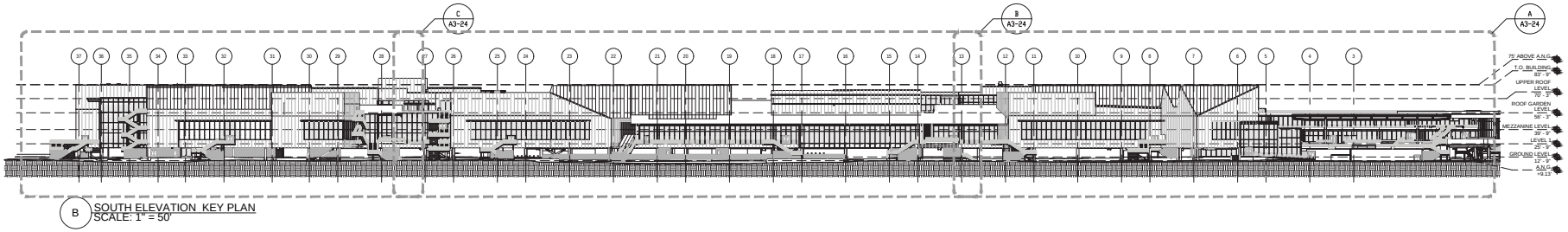
SITE SECTIONS | **A3-03**

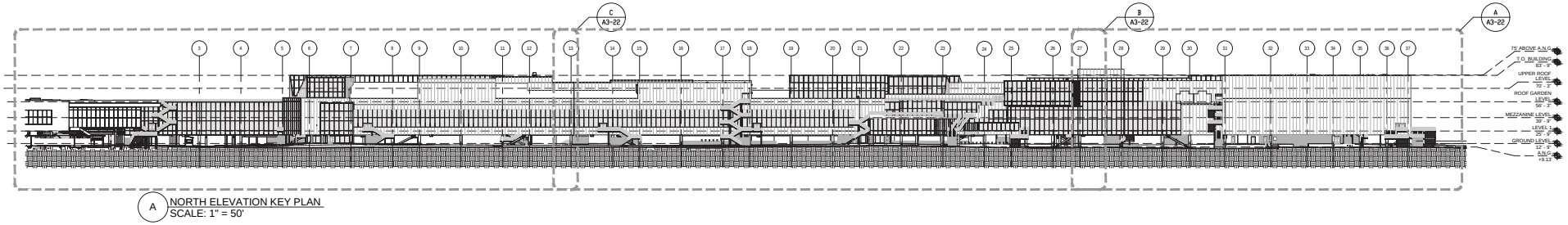
SCALE : AS NOTED

11X17 SCALE IS AS NOTED

FEBRUARY 26, 2016



B SOUTH ELEVATION KEY PLAN
SCALE: 1" = 50'



A NORTH ELEVATION KEY PLAN
SCALE: 1" = 50'

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

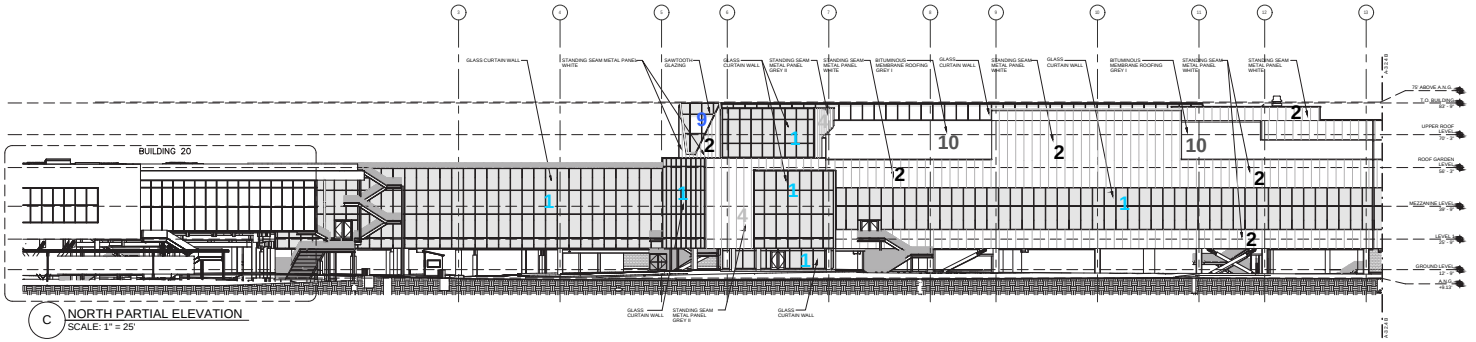
301-309 Constitution Drive, Menlo Park, California

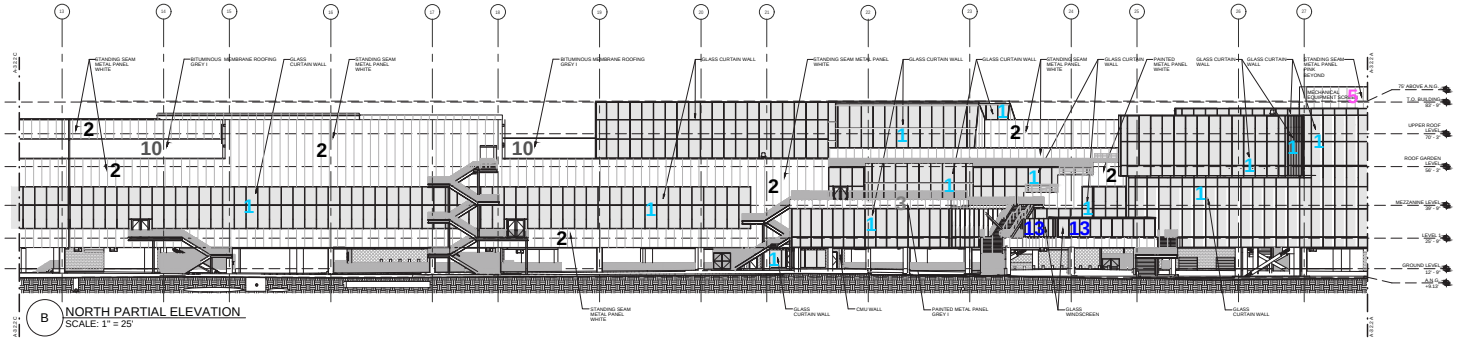
Gehry Partners, LLP

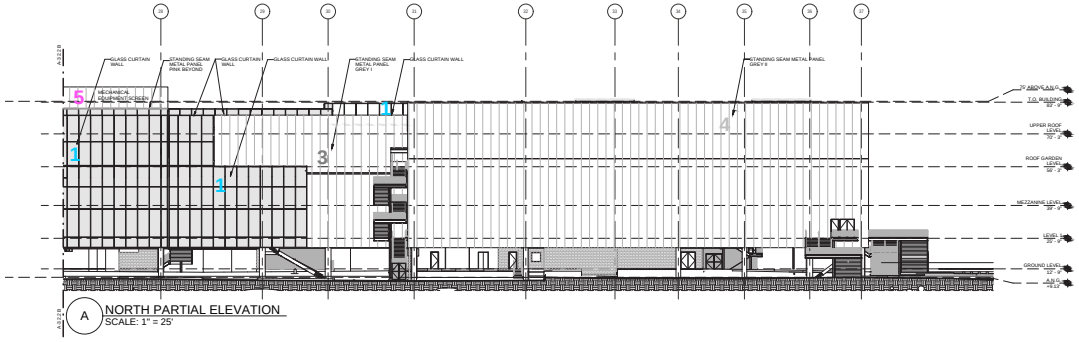
MPK 21 NORTH AND SOUTH BUILDING ELEVATIONS | **A3-21**

SCALE : 1" = 50'

SEPTEMBER 02, 2016







LEGEND:

1 GLASS CURTAIN WALL
2 STANDING SEAM METAL PANEL WHITE
3 STANDING SEAM METAL PANEL GREYI
4 STANDING SEAM METAL PANEL GREYII
5 STANDING SEAM METAL PANEL PINK
6 STANDING SEAM METAL PANEL BURNED SIENNA
7 STANDING SEAM METAL PANEL GREEN I
8 STANDING SEAM METAL PANEL GREEN II
9 SAWTOOTH GLAZING
10 BITUMINOUS MEMBRANE ROOFING GREY I
11 CORRUGATED POLYCARBONATE & STAINLESS STEEL ROOF
12 CORRUGATED METAL ROOF STAINLESS STEEL
13 GLASS WINDSCREEN
14 CMU
15 STANDING SEAM METAL PANEL ORANGE
16 SEALED CONCRETE

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

MPK 21 NORTH BUILDING ELEVATIONS | **A3-22**

SCALE : 1" = 50'

SEPTEMBER 02, 2016

LEGEND:

1 GLASS CURTAIN WALL
2 STANDING SEAM METAL PANEL WHITE
3 STANDING SEAM METAL PANEL GREYI
4 STANDING SEAM METAL PANEL GREYII
5 STANDING SEAM METAL PANEL PINK
6 STANDING SEAM METAL PANEL BURNED SIENNA
7 STANDING SEAM METAL PANEL GREEN I
8 STANDING SEAM METAL PANEL GREEN II
9 SAWTOOTH GLAZING
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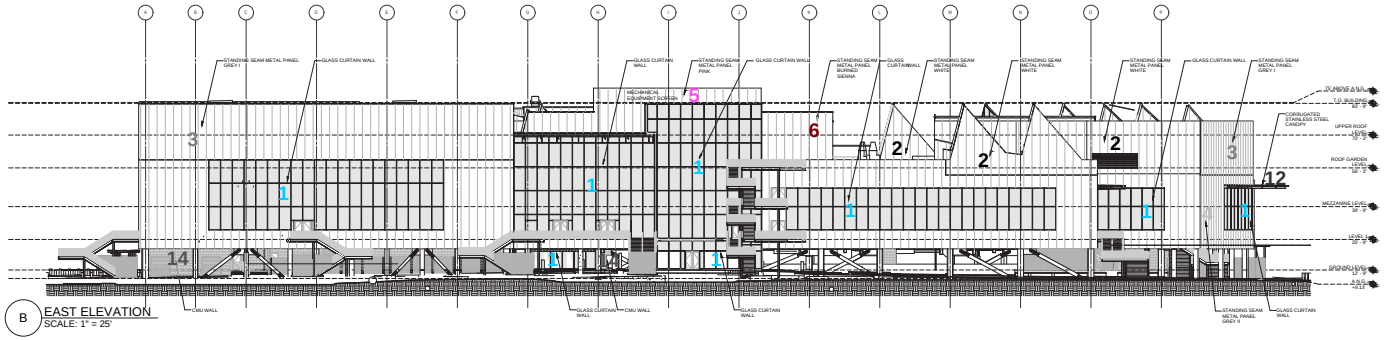
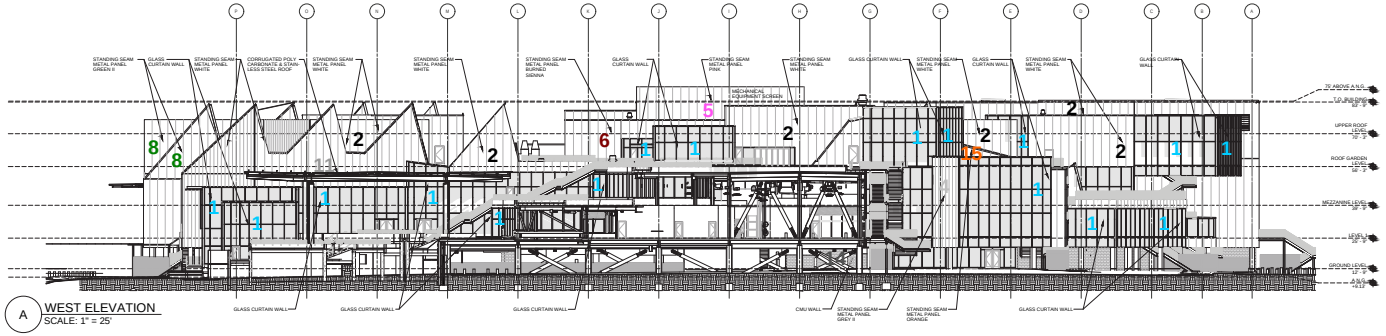
12 CORRUGATED METAL ROOF STAINLESS STEEL
13 GLASS WINDSCREEN
14 CMU
15 STANDING SEAM METAL PANEL ORANGE
16 SEALED CONCRETE



B EAST ELEVATION
SCALE: 1" = 25'



A WEST ELEVATION
SCALE: 1" = 25'

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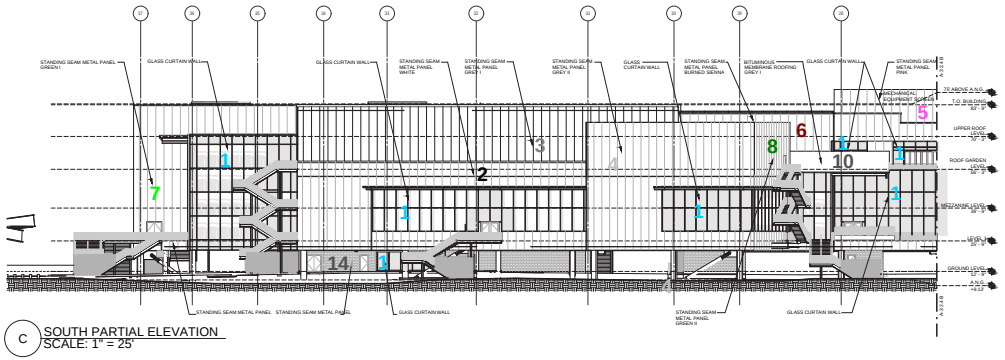
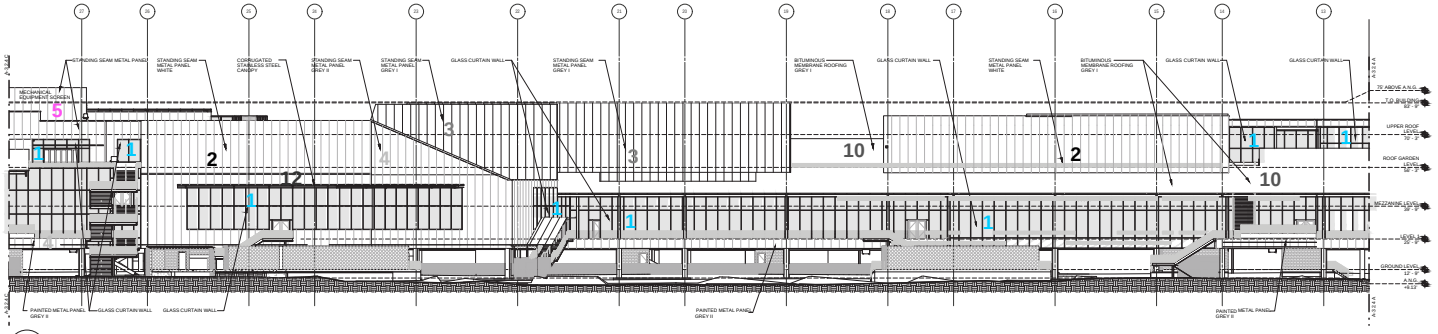
Buildings 21, 22 & Hotel Site
301-309 Constitution Drive, Menlo Park, California
Gehry Partners, LLP

MPK 21 EAST AND WEST BUILDING ELEVATIONS | **A3-23**
SCALE : 1" = 50'

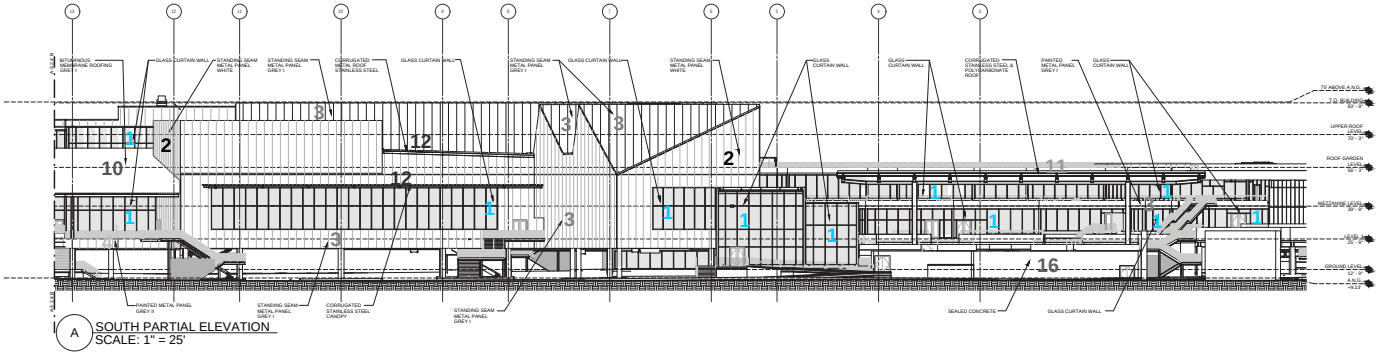
SEPTEMBER 02, 2016



C SOUTH PARTIAL ELEVATION
SCALE: 1" = 25'



B SOUTH PARTIAL ELEVATION
SCALE: 1" = 25'



A SOUTH PARTIAL ELEVATION
SCALE: 1" = 25'

LEGEND:

1 GLASS CURTAIN WALL
2 STANDING SEAM METAL PANEL WHITE
3 STANDING SEAM METAL PANEL GREYI
4 STANDING SEAM METAL PANEL GREYII
5 STANDING SEAM METAL PANEL PINK
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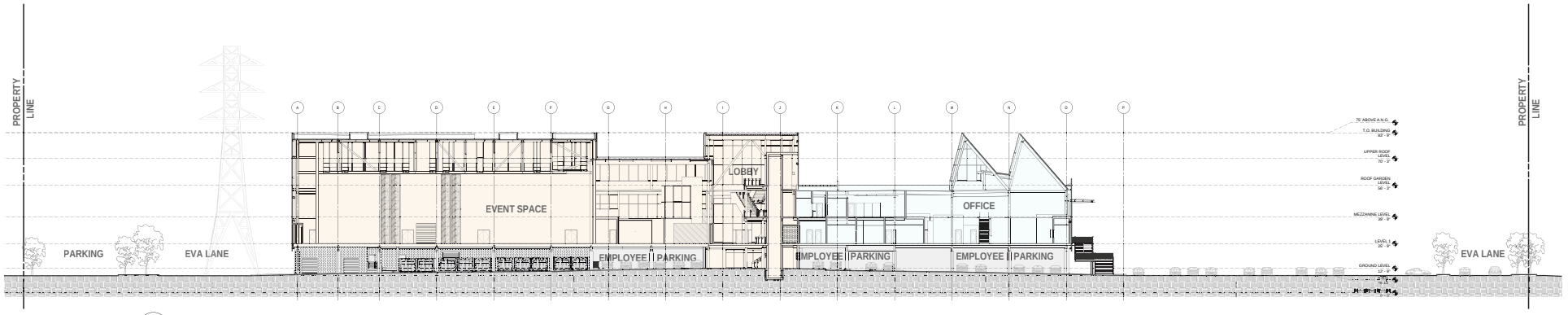
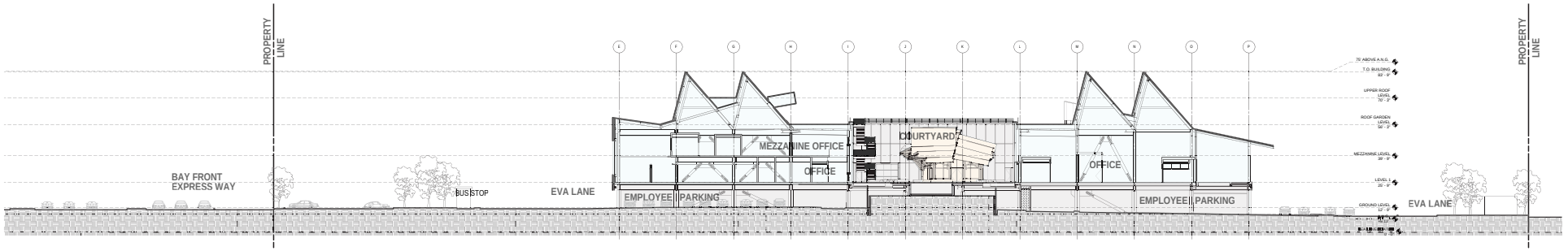
MPK 21 SOUTH BUILDING ELEVATIONS | **A3-24**
SCALE : 1" = 50'

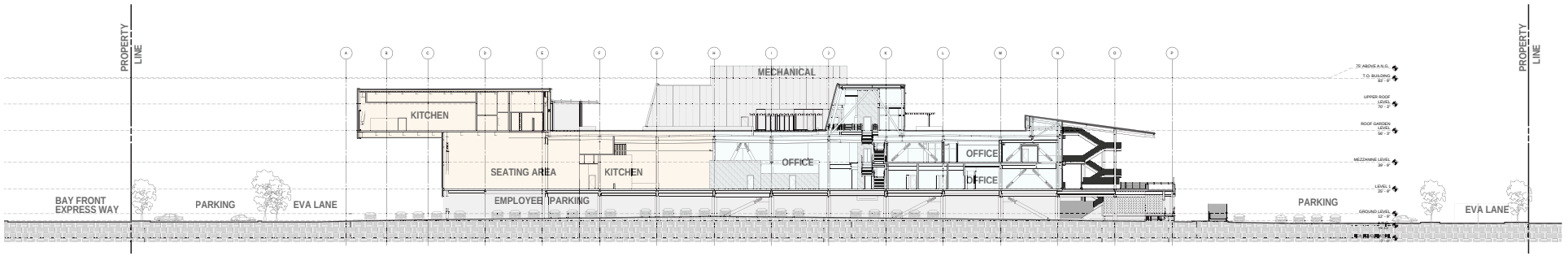
SEPTEMBER 02, 2016



3 OVERALL SECTION - NORTH SOUTH
SCALE: 1" = 25'



2 OVERALL SECTION - NORTH SOUTH
SCALE: 1" = 25'



1 OVERALL SECTION - NORTH SOUTH
SCALE: 1" = 25'

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

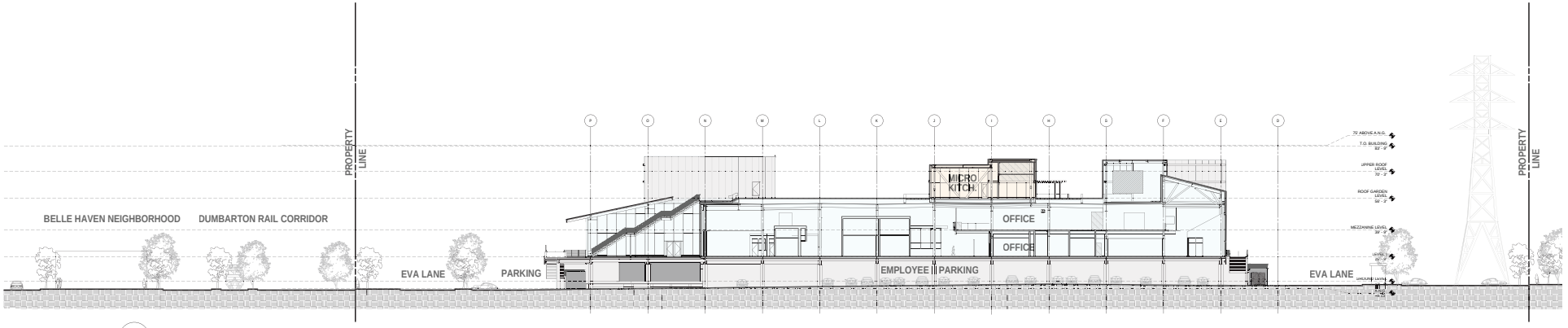
LEGEND

- OFFICE
- NON OFFICE - AMENITIES/MEETING ROOMS
- EXTERIOR ELEVATION SURFACES BEYOND

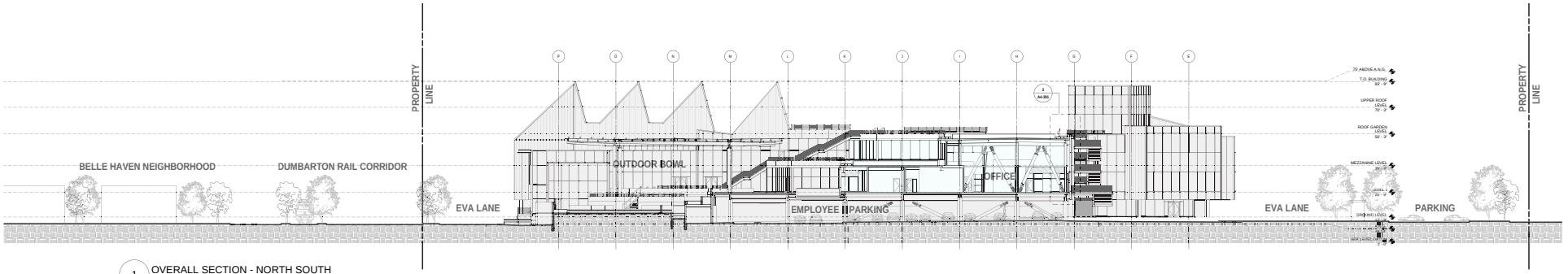
MPK 21 NORTH SOUTH BUILDING SECTIONS | A3-31

SCALE : 1" = 25'

SEPTEMBER 02, 2016



2 OVERALL SECTION - NORTH SOUTH
SCALE: 1" = 25'



1 OVERALL SECTION - NORTH SOUTH
SCALE: 1" = 25'

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

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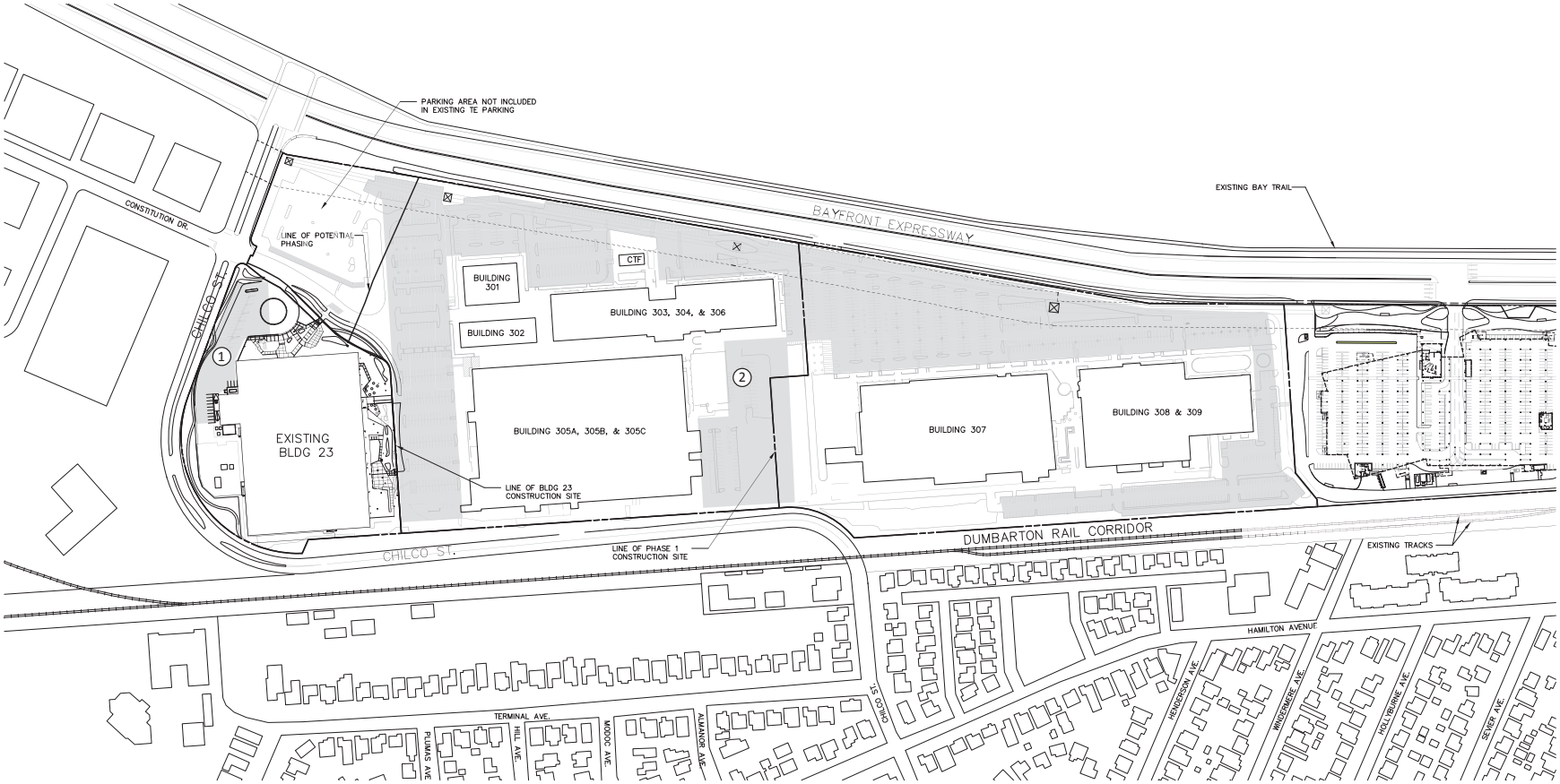
MPK 21 NORTH SOUTH BUILDING SECTIONS | **A3-32**

SCALE : 1" = 25'

SEPTEMBER 02, 2016



EXISTING PARKING FOR BUILDING 23 AND T.E. TENANTS

	NUMBER OF SPACES
1. BUILDING 23 SITE	57
2. SITE EXISTING	1,626
TOTAL	1,690

EXISTING CONDITION: BUILDING 23 RENOVATION COMPLETION PARKING

The conditional use permit approved in December 2014 for Building 23 (Building 300) allows Facebook to accommodate the employees of Building 23 by utilizing the current existing parking spaces on the site which are also shared by the tenants of existing buildings of the site. This is an interim condition until the remainder of the project site is developed.

0 200 400

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

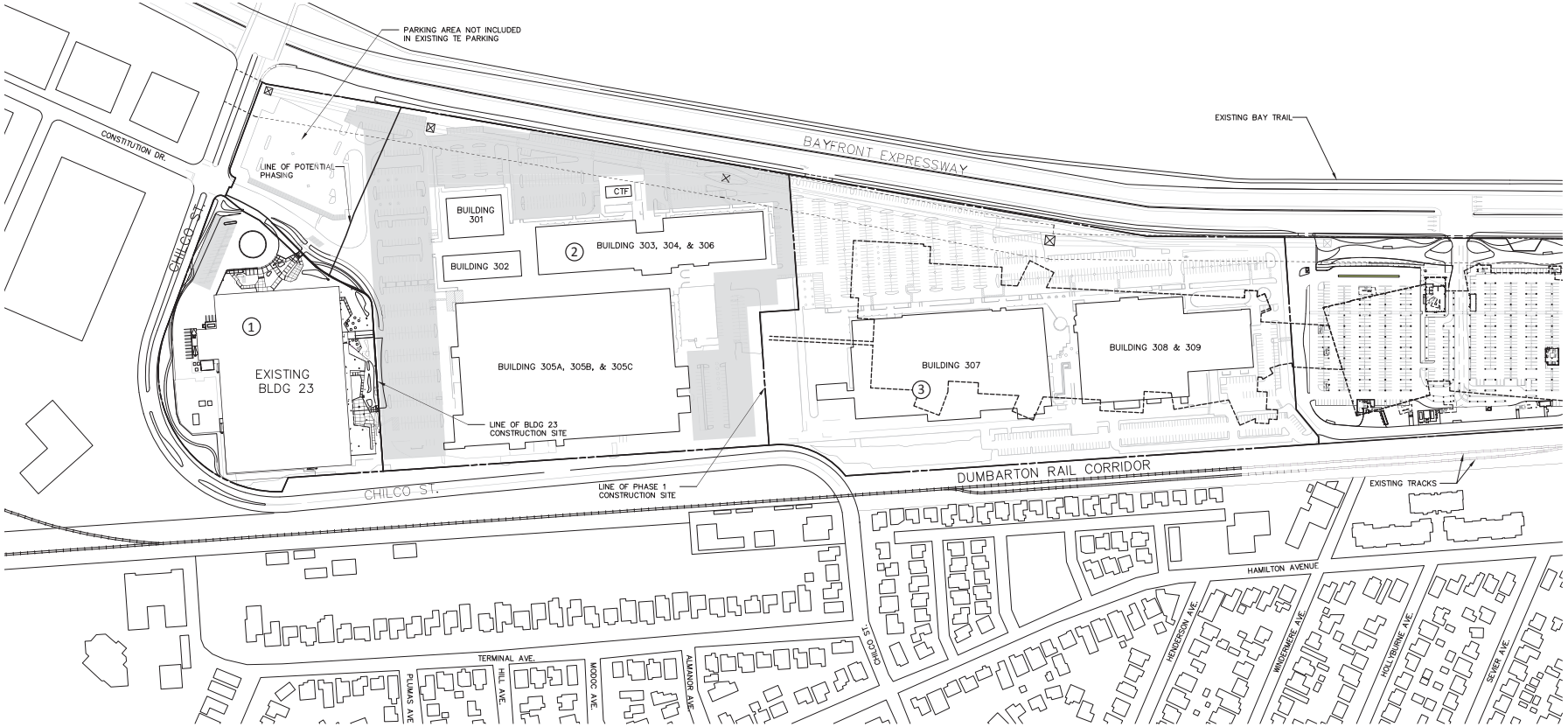
Gehry Partners, LLP

EXISTING CONDITION: BUILDING 23 RENOVATION PARKING | A4-01

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

MAY 18, 2016



ROADWAYS BUILT IN PHASE 2

EXISTING PARKING FOR BUILDING 23 AND T.E. TENANTS

	NUMBER OF SPACES
1 - BUILDING 23	57
2 - EXISTING T.E. SITE SPACES	717
3 - BUILDING 21 CONSTRUCTION AREA	0
TOTAL	781

PHASE 1: BUILDING 21 CONSTRUCTION PARKING

During the construction of Phase 1, only one half of the site is being utilized by office employees. It is assumed that construction parking will be managed within the Phase 1 site boundary. The parking for the remaining T.E. tenants and Building 23 (Building 300) Facebook employees will be shared using the remaining parking spaces of the existing T.E. campus parking layout.

0 200 400

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

PHASE 1: BUILDING 21 CONSTRUCTION PARKING | **A4-02**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

MAY 18, 2016

PARKING FOR BUILDING 23 DURING PHASE 2 CONSTRUCTION

	NUMBER OF SPACES
1 - BUILDING 23	57
2 - TEMPORARY BUILDING 23 PARKING	282
3 - BUILDING 21 SITE	1,476
TOTAL	1,822

PHASE 2 - BUILDING 22 & HOTEL CONSTRUCTION PARKING

During the construction of Phase 2, this site needs to accommodate the new building employees for Building 21 and Building 23 (Building 300). Phase 2 accommodates the code required parking spaces for the new office Building 21 square footage, a total of 1,710 spaces. This plan allocates a parking area for temporary parking of 536 spaces for Building 23 in a zone on the Phase 2 construction area. Phase 2, once completed, will accommodate the remaining code-required 536 parking spaces for Building 23 to the east of the building.

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

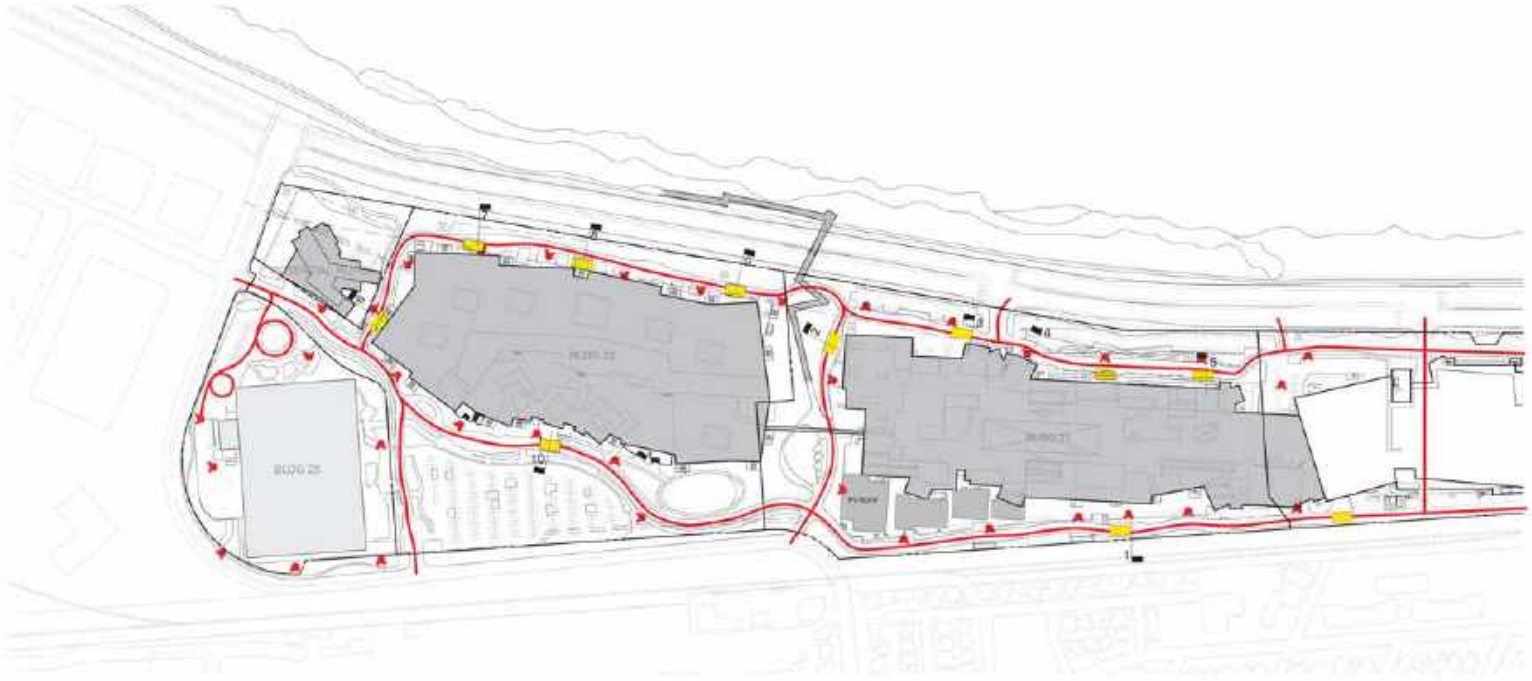
Gehry Partners, LLP

PHASE 2: BUILDING 22 & HOTEL CONSTRUCTION PARKING | A4-03

SCALE : 1"= 150'

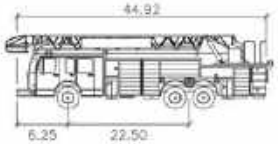
11X17 SCALE IS 1"=300'

MAY 18, 2016



LEGEND

- BUILDING ROOF
- FIRE TRUCK
- FIRE HYDRANT
- FIRE ACCESS - 26'-0" MINIMUM WIDTH
- FIRE STAGING AREA - 30' X 60'



MP Fire Truck feet

Width	: 8.25
Track	: 8.25
Lock to Lock Time	: 6.0
Steering Angle	: 23.4

Note: Additional fire hydrants can be added during final design phase

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

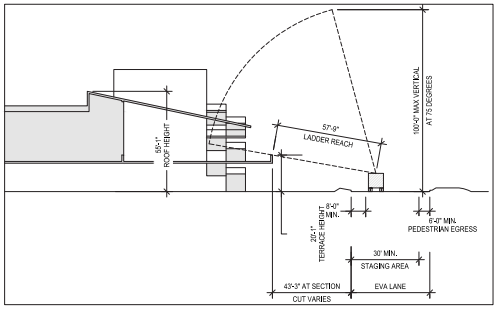
Gehry Partners, LLP

FIRE ACCESS PLAN | **A5-01**

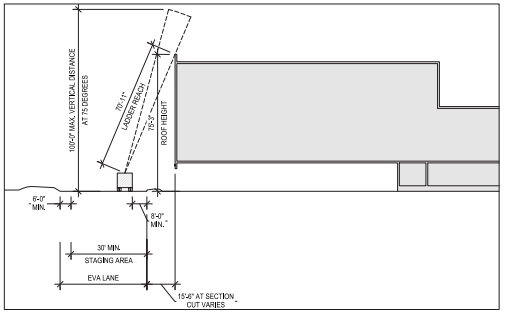
SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

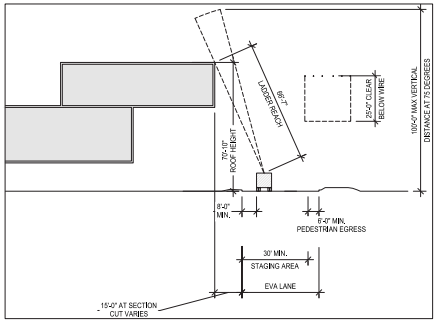
MARCH 08, 2016



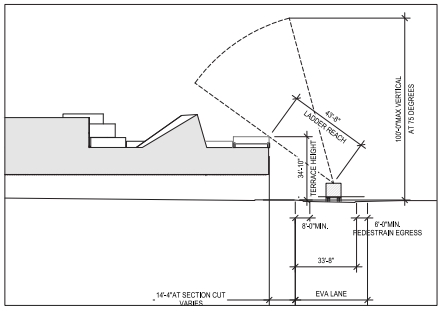
1 SECTION AT FD STAGING AREA 1
SCALE: 1/32" = 1'-0"



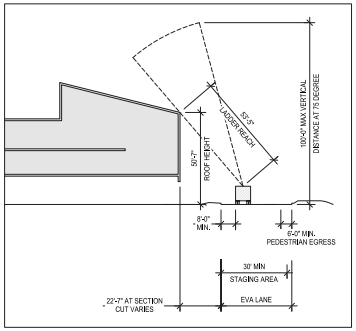
2 SECTION AT FD STAGING AREA 2
SCALE: 1/32" = 1'-0"



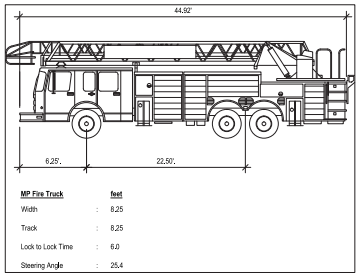
3 SECTION AT FD STAGING AREA 3
SCALE: 1/32" = 1'-0"



4 SECTION AT FD STAGGING AREA 4
SCALE: 1/32" = 1'-0"



5 SECTION AT FD STAGING AREA 5
SCALE: 1/32" = 1'-0"



MP FIRE TRUCK
SCALE: 1/8" = 1'-0"

Facebook Campus Expansion

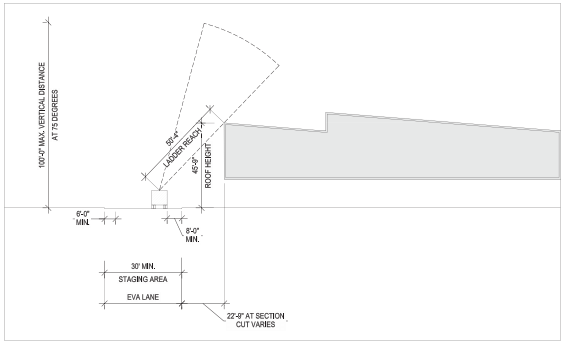
Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

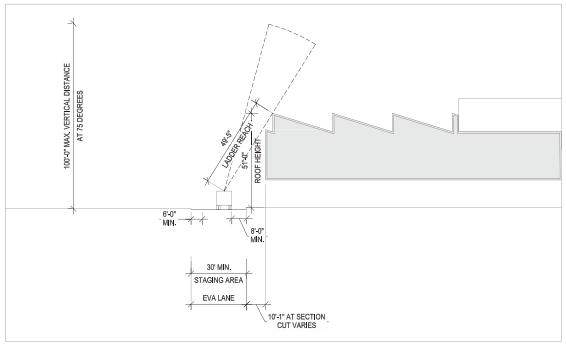
Gehry Partners, LLP

LADDER ACCESS SECTIONS | **A5-02**

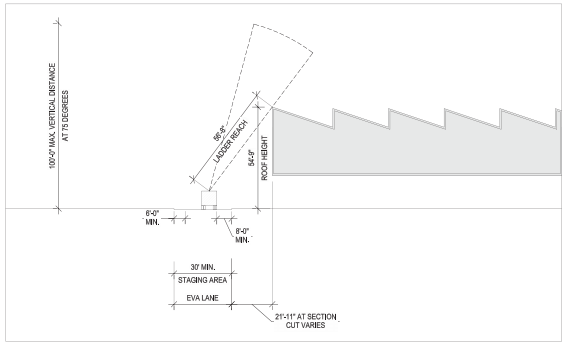
MARCH 08, 2016



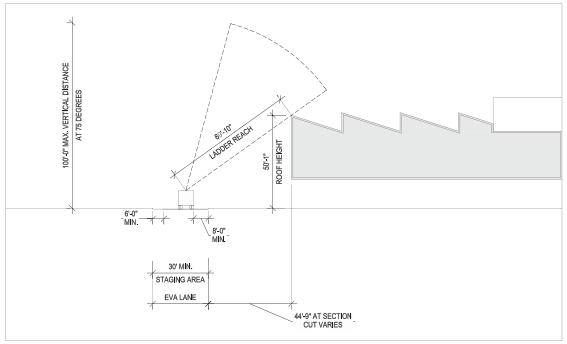
6 SECTION AT FD STAGING AREA 6
SCALE: 1/32" = 1'-0"



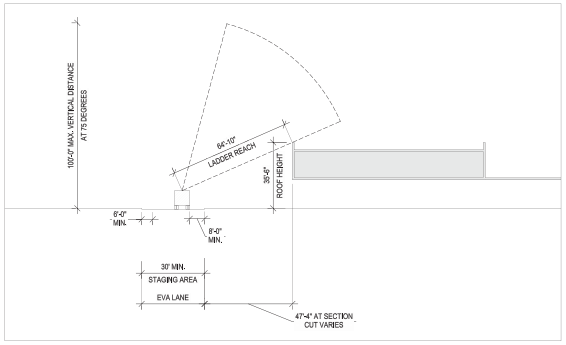
7 SECTION AT FD STAGING AREA 7
SCALE: 1/32" = 1'-0"



8 SECTION AT FD STAGING AREA 8
SCALE: 1/32" = 1'-0"



9 SECTION AT FD STAGING AREA 9
SCALE: 1/8" = 1'-0"



10 SECTION AT FD STAGING AREA 10
SCALE: 1/32" = 1'-0"

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

LADDER ACCESS SECTIONS | **A5-02B**

MARCH 08, 2016

LEGEND

- SITE SECURITY CONTROL STATION
- BUILDING SECURITY CONTROL STATION
- TRASH COLLECTION

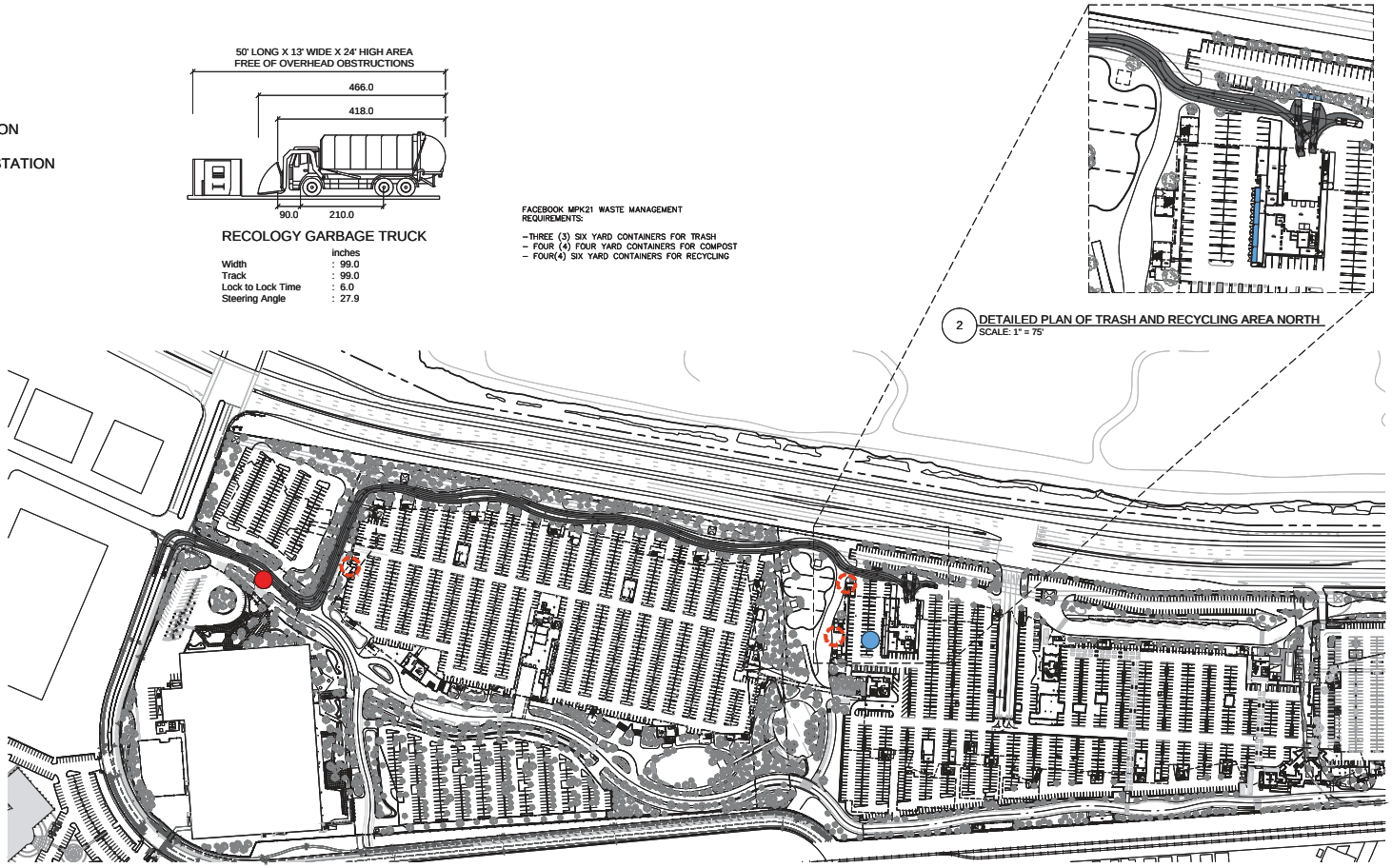
50' LONG X 13' WIDE X 24' HIGH AREA
FREE OF OVERHEAD OBSTRUCTIONS

RECOLOGY GARBAGE TRUCK

	inches
Width	: 99.0
Track	: 99.0
Lock to Lock Time	: 6.0
Steering Angle	: 27.9

FACEBOOK MPK21 WASTE MANAGEMENT REQUIREMENTS:

- THREE (3) SIX YARD CONTAINERS FOR TRASH
- FOUR (4) FOUR YARD CONTAINERS FOR COMPOST
- FOUR(4) SIX YARD CONTAINERS FOR RECYCLING



1 TE SITE PLAN
SCALE: 1" = 150'

2 DETAILED PLAN OF TRASH AND RECYCLING AREA NORTH
SCALE: 1" = 75'

NOTE:
1. TRASH ENCLOSURES AND DUMPSTERS SHALL BE COVERED WITH A ROOF STRUCTURE AND PROTECTED FROM ROOF AND SURFACE DRAINAGE.
2. THE TRASH ENCLOSURE(S) SHALL BE SIZED TO ACCOMMODATE BINS/CONTAINERS FOR GARAGE, RECYCLABLES AND ORGANICS.
3. TRASH ENCLOSURES SHALL MEET THE APPROVAL OF RECOLOGY AND ENVIRONMENTAL PROGRAMS MANAGER OF THE CITY OF MENLO PARK.

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners LLP, Kier & Wright Civil Engineers & Surveyors, INC.

MPK 21 TRASH AND RECYCLING COLLECTION PLAN | **A5-10**

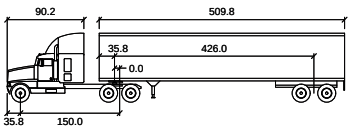
24X36 SCALE : 1"= 150'

11X17 SCALE: 1"= 300'

JUNE 06, 2016

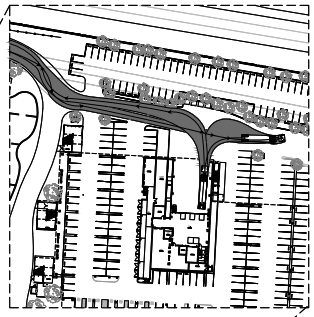
NOTE:

1. WB-50 USED FOR TURN ANALYSIS FOR SERVICE TO NORTH DOCK
2. LOADING DOCK LOCATIONS AND CAPACITIES ARE PROVIDED PER FACEBOOK FACILITIES MANAGEMENT PROGRAM REQUIREMENTS FOR THE VOLUME AND NUMBER OF DAILY DELIVERIES ANDTICIPATED.

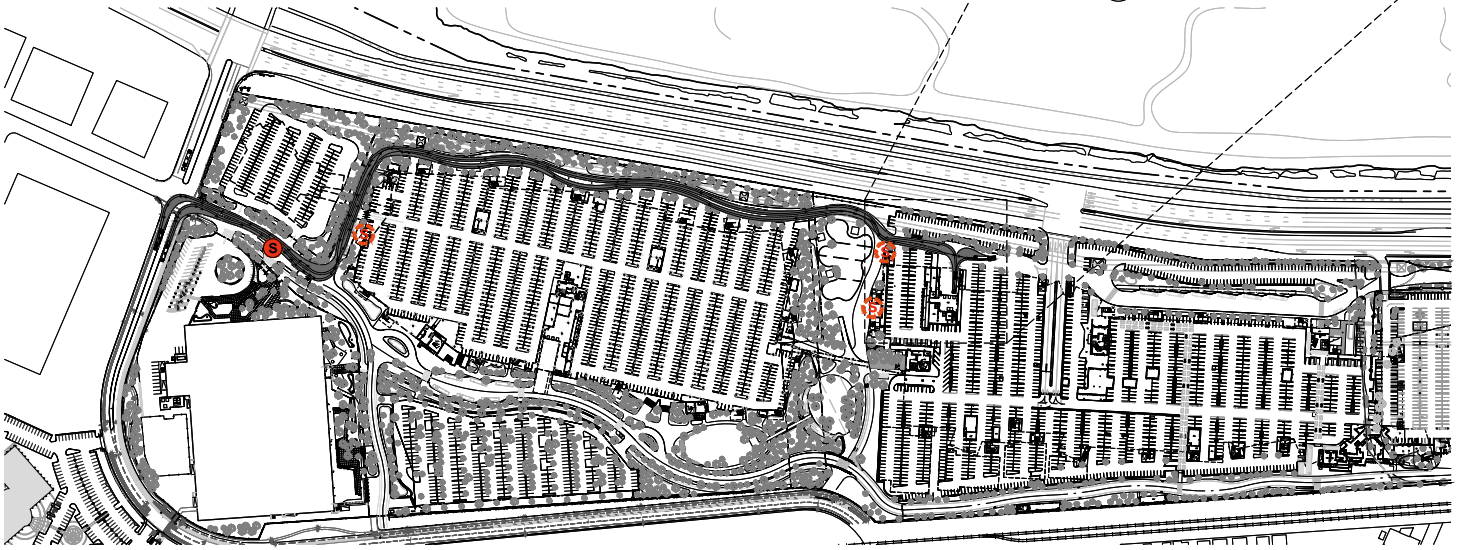


AASHTO WB-50 TRUCK

	inches		
Tractor Width	: 96.1	Lock to Lock Time	: 6.0
Trailer Width	: 102.0	Steering Angle	: 17.7
Tractor Track	: 96.1	Articulating Angle	: 70.0
Trailer Track	: 102.0		



2 LOADING DOCK DELIVERY PLAN
SCALE: 1" = 75'



1 TE SITE PLAN
SCALE: 1" = 150'

LEGEND

PROPOSED DELIVERY ACCESS

SITE SECURITY CONTROL STATION

BUILDING SECURITY CONTROL STATION

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners LLP, Kier & Wright Civil Engineers & Surveyors, INC.

MPK21 LOADING DOCK DELIVERY PLAN | **A5-11**

24X36 SCALE : 1"= 150'

11X17 SCALE: 1"= 300'

JUNE 06, 2016

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

PHOTO SIMULATION: AERIAL REGIONAL SITE VIEW LOCATION | **A6-00**

SCALE : NTS

11X17 SCALE IS NTS

FEBRUARY 24, 2016

EXISTING

PROPOSED

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

PHOTO SIMULATION: HILL AVE VIEW 1 | **A6-01**

FEBRUARY 24, 2016

EXISTING

PROPOSED

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

PHOTO SIMULATION: MODOC AVE VIEW 2 | **A6-02**

FEBRUARY 24, 2016

EXISTING

PROPOSED

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

PHOTO SIMULATION: CHILCO STREET VIEW 3 | **A6-03**

FEBRUARY 24, 2016

EXISTING

PROPOSED

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

PHOTO SIMULATION: HAMILTON PARK VIEW 4 | **A6-04**

FEBRUARY 24, 2016

EXISTING

PROPOSED

Facebook Campus Expansion
Buildings 21, 22 & Hotel Site
301-309 Constitution Drive, Menlo Park, California
Gehry Partners, LLP

PHOTO SIMULATION: BCDC PUBLIC SHORELINE TRAIL VIEW 5 | **A6-05**

FEBRUARY 24, 2016

EXISTING

PROPOSED

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

PHOTO SIMULATION: BAY TRAIL VIEW 6 | **A6-06**

FEBRUARY 24, 2016

EXISTING

PROPOSED

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

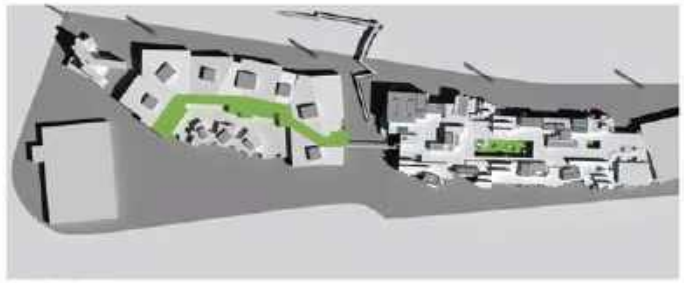
301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

PHOTO SIMULATION: BEDWELL BAYFRONT PARK VIEW 7 | **A6-07**

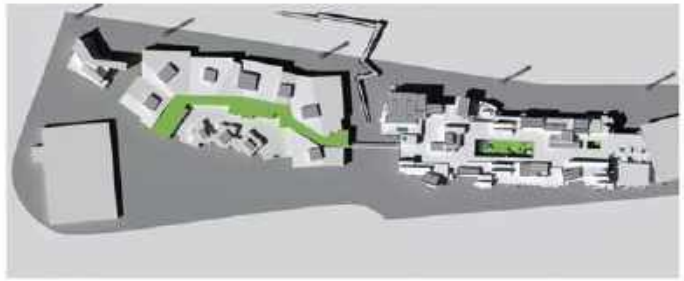
FEBRUARY 24, 2016

Spring Equinox (March 20) Shadows



March 20, 9 am

March 20, 12 pm



March 20, 3 pm

Summer Solstice (June 21) Shadows

June 21, 9 am

June 21, 12 pm

June 21, 3 pm

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

SHADOW DIAGRAMS | **A7-01**

SCALE : NTS

11X17 SCALE IS NTS

FEBRUARY 26, 2016

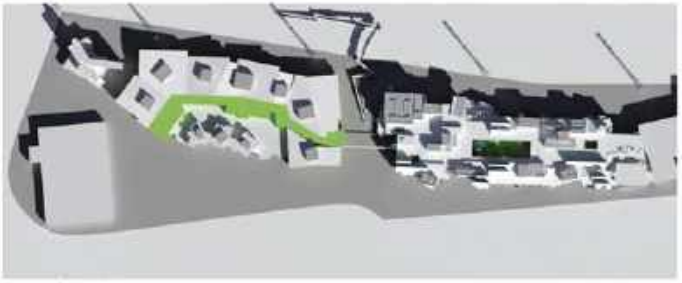
Fall Equinox (September 23) Shadows

September 23, 9 am

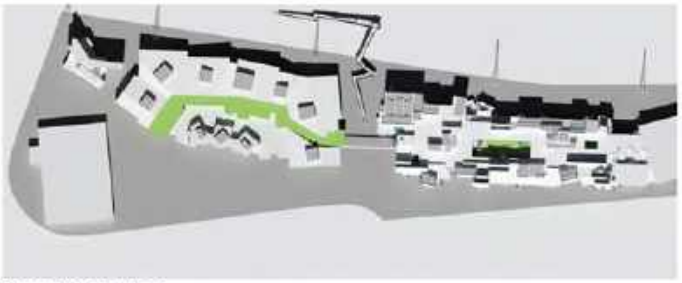
September 23, 12 pm

September 23, 3 pm

Winter Solstice (December 22) Shadows



December 22, 9 am



December 22, 12 pm

December 22, 3 pm

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

SHADOW DIAGRAMS | **A7-02**

SCALE : NTS

11X17 SCALE IS NTS

FEBRUARY 26, 2016

LANDSCAPE

	DRAWING SHEET INDEX	SOURCE	EIR MATRIX DATA	SCALE	7/17/2015	7/28/2015	8/1/2015	8/7/2015	8/19/2015	8/31/2015	9/2/2015	9/14/2015	9/25/2015	9/28/2015	10/2/2015	10/9/2015	10/23/2015	11/4/2015	11/13/2015	2/23/2016	2/26/2016	3/1/2016	3/1/2016	3/3/2016
SHEET #	**SHEET TITLE**																							
L0	**LANDSCAPE INFORMATION**																							
L0-00	LANDSCAPE NARRATIVE	CMG	**C1**	NTS															•					
L0-01	LANDSCAPE NARRATIVE	CMG	**C1**	NTS															•					
L1	**LANDSCAPE SITE PLAN**																							
L1-01	PROPOSED LANDSCAPING PLAN	CMG		1"=150'				•							•	•		•						•
L2	**IMPERVIOUS / PERVIOUS AREAS**																							
L2-01	REFER TO C1	CMG	**A4,C3**	1"=150'				•		•														
L2-02	REFER TO C1	CMG	**A4,C3**	NTS				•		•														
L2-03	REFER TO C1	CMG	**C3**	1"=150'				•		•														
L2-04	REFER TO C1	CMG	**C3**	NTS				•		•														

FACEBOOK TE-SITE EIR – PROJECT DESCRIPTION
LANDSCAPE NARRATIVE

1. **General**

The Facebook campus expansion represents an opportunity to transform the 40+ year old TE Campus landscape which is currently defined by large parking areas and limited open spaces. The proposed improvements will significantly increase open space and landscape areas, provide public access and connectivity between the Belle Haven community and the Bay Trail, improve biking and pedestrian circulation, create new social spaces and extend the ecological benefits accomplished as part of Building 20. The programmatic requirements of a contemporary campus are combined with a sustainable landscape composed of native plant communities that are well adapted to the site and sensitive to adjacent Bayland habitats. As a multilevel landscape that includes spaces at the ground, office and roof levels the campus will provide places for employees and community members to connect with each other and the broader environment.

The Site and Landscape improvements include bicycle and pedestrian paths, vehicular access for visitors and employees, parking for visitors and employees, fire/emergency vehicle access, bus and shuttle access and loading zones, trash disposal areas, building service and loading, and site mechanical and service areas. Pedestrian and bicycle connections will be provided between each of the building entries and site amenities. Each of the landscape and open space areas included as part of the Facebook Campus Expansion are described below.

2. **Landscape Area and Type**

a. **Building-21 & 22**

Perimeter Landscape Areas: The perimeter landscape areas on the north and south edges of the site along Bayfront Expressway and the Dumbarton Rail Corridor will continue the landscape established as part of the MPK-20 building. Low landforms up to 4-feet above existing grades will be planted with native and adapted understory plants. The landforms will provide a buffer along both edges of the site with groupings of trees that provide aesthetic benefits to Bayfront Expressway and the Belle Haven neighborhood.

Stormwater Treatment Gardens: Historically, this part of the Bay edge was noted for its expansive tidal wetlands and stream corridors. The proposed landscape builds the historic landscape and existing soils by introducing natural areas at the east and west end of the site. The stormwater treatment areas will be depressed several feet and will receive stormwater runoff diverted from impervious surfaces associated with roof and terrace landscapes and adjacent parking areas. They will be planted with a wide variety of native species with a focus on habitat and stormwater treatment functions. In addition, a series of bioretention areas will be integrated into the landscape areas

within the parking areas to provide stormwater treatment for impervious areas outside of the building footprints.

Building Entry Courtyards: A series of building entry courtyards will be combined with building lobbies located at the east and west ends of the buildings and within the parking area at the center of each building. Each entry will have a slightly different character and will provide seating areas and on-campus bicycle parking spaces.

Parking Areas: The parking areas that extend beyond the building footprints will be shaded by trees interspersed with landscape areas. In some cases these may be utilized for stormwater treatment functions but will generally be low maintenance groundcover plantings.

Roof Landscape Areas: The roof areas will include a combination of pedestrian paths, gathering areas, conference rooms, food service amenities, mechanical spaces, seating and outdoor dining areas and larger planting areas that will include native and climate adapted understory and tree plantings. The roof landscape will be constructed using intensive greenroof systems that provide adequate soil, drainage and water efficient irrigation systems.

Terrace Level Areas: The terrace areas will include simple landscape features and outdoor seating that will include native and climate adapted plantings. Some trees are anticipated on the terraces.

b. **Central Park**

A publicly accessible park area is proposed in a portion of the open space between the proposed Buildings 21 and 22. The open space will include a mix of uses and will provide a safe pedestrian route to Bayfront Expressway and the Bay Trail. As a privately-owned public open space, the park will be compatible with both the campus environment and public access, balancing the need for campus security with the desire to create a place for people to gather and new points of connection to the Bay. The park will be managed by Facebook and it is anticipated that the program and the design of the park area that is publicly accessible will be developed with the City of Menlo Park and input from key stakeholders and community members. Key aspects of the preliminary program and landscape improvements are outlined below.

Public Plaza and Event Space: A public plaza and event space will anchor the southeast corner of the site, marking the entry to the park at the intersection of Chilco Street and the Dumbarton Railroad corridor. The square will be a focal point for the park and is envisioned as a flexible space with a mix of paving, seating, and shaded landscape areas.

Potential Pedestrian and Bicycle Bridge: A bicycle and pedestrian bridge (contingent on Caltrans review and approval) will provide a safe connection from the park over Bayfront Expressway to the Bay Trail.

Stormwater Treatment Gardens: The north section of the publicly accessible area will include a series of small paths and seating areas set within a naturalistic setting that provides stormwater treatment.

c. Building -23

General: Site and landscape improvements associated with Building 23 were addressed as part of the approved use permit for improvements to the existing warehouse building which is being renovated as an office space. They are summarized below as part of the overall Facebook campus expansion.

Entry and Drop Off and Parking Areas: A new entry drop off area and will be provided at the north side of Building 23 with an access from the Chilco Street entry to the site. The drop off area will include a planted roundabout, shuttle drop off area, building access, seating areas and campus bicycle parking. Landscape improvements consistent with the character of the proposed campus will also be provided.

East Garden and Dining Terrace: The open space to the east of the building will be improved to provide outdoor areas for employees, small seating and meeting areas will be incorporated in a native garden setting, along with a larger plaza area and a dining terrace located at the southeast corner of the building.

Stormwater Treatment Gardens: A riparian corridor and stormwater treatment areas will be integrated within the edge of the east garden providing a screen and buffer to the existing and proposed parking areas located to the east of the garden.

Perimeter Landscape Areas: The south and west edges of the site will be improved consistent with the entire campus edge as described as part of the descriptions of Buildings 21 and 22. A mixture of pedestrian paths, understory landscape plantings and trees will be included and the design of the perimeter landscape will be integrated with potential improvements to Chilco Street.

d. Constitution and Chilco Street Entry Improvements

The existing gate house located at the Constitution Street Entry to the site will be removed and the entry will be improved to address all modes of transit. It will include new pedestrian and bicycle connections and landscape improvements flanking the entry adjacent to the Building -23 and the potential hotel site.

e. Potential Hotel Site

Perimeter Landscape Areas: The west and north edges off the site will be improved consistent with the entire campus edge. A mixture of pedestrian paths, understory landscape plantings and trees will be included and the design of the perimeter landscape will be integrated with potential improvements to Chilco Street. Landscape improvements within the potential hotel site will be developed in the future to support the hotel functions while maintaining consistency with the overall campus character and native climate adapted plantings.

3. Tree Removal and Replacement

The site improvements will require the removal of most trees within the project site. Select trees will be preserved or relocated where merited and feasible along the edges of the property. New trees will be planted in sizes and quantities adequate to meet tree replacement requirements consistent with the City of Menlo Park Heritage Tree Ordinance and the City Arborist.

4. Site Fencing and Security

The perimeter of the property and the boundaries of the publicly accessible open space area will be secured with an 8-foot chain-link fence with security stations at each entry to monitor and secure access to the campus. The location and alignment of the fence will vary depending on the adjacent conditions along the Bayfront Expressway and Chilco Street edges and the fence set on the property line along the Railroad corridor.

5. Monument and Wayfinding Signage

Monument and wayfinding signage will be provided at each of the vehicular entry points consistent with the City of Menlo Park Signage Ordinance. Additional pedestrian wayfinding and rules signage will be located throughout the campus and within the open space area.

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

CMG Landscape Architecture

PROPOSED LANDSCAPE PLAN: SITE | **L1-01**

SCALE : NTS

MARCH 03, 2016

PROPOSED LANDSCAPE LEGEND

Planting

SYMBOL	TYPOLOGY	DESCRIPTION
	Perimeter Landscape	Low water use, native & adaptive shrubs, perennials, vines, and groundcovers planted upon undulating topography. The mix will be predominantly evergreen and naturalistic in character.
	Perimeter Bioretention Areas	A mix of native riparian and adapted species selected for bioretention and soil moisture levels including extended inundation and low irrigation use during the dry season.
	Seasonal Wetland - Stormwater Treatment Areas	Larger seasonal wetland areas are incorporated into the central park landscape to provide both habitat and storm water treatment functions. The seasonal wetland areas will include a mix of trees and understory plant species that are adapted to periodic inundation and high groundwater.
	Upland Planting	Low water use, native & adaptive shrubs, perennials, vines, and groundcovers planted upon undulating topography. The mix will be predominantly evergreen and naturalistic in character.
	Lawn	High traffic use, low water use
	Proposed Tree	Minimum Size: 24" Box Total Required Heritage Tree Replacements: 428 Total Proposed Trees: 1,605 -- Site: 1,136 -- Office: 157 -- Mezzanine: 5 -- Roof: 307 See Tree Disposition Plan (sheet L 0.100) for summary & detailed breakdown of required heritage tree replacement values.

NOTES

1. General Design Intent: Provide a densely planted and attractive green roof landscape surrounding and providing scale for the building. Create a naturalistic and ecologically principled landscape.
2. Final plant selection and layout shall be refined based on the following selection criteria:
   a) Soils and horticultural suitability
   b) Salt & wind tolerance
   c) Water efficient landscape ordinance (WELO) requirements
   d) Aesthetic quality
   e) Ecological value/habitat and environmental considerations, including adjacent salt flat habitat and raptor considerations
   f) Sun & shade

Preliminary Plant List

TREES		SHRUBS		GROUNDCOVERS	
Botanical Name	Common Name	*Botanical Name*	Common Name	*Botanical Name*	Common Name
Acer macrophyla	Big Leaf Maple	*Arctostaphylus sp.*	Manzanita	*Erigreum glaucus*	Seaside Daisy
Aesculus californica	California Buckeye	*Artemesia californica*	California Sage	*Eschscolzia californica*	California Poppy
Alnus Rhombifilia	White Alder	*Baccharis pilularis 'Emerald Carpet'*	Coyote Bush	*Hordeum brachyantherum*	Meadow Barley
Arbutus 'Marina'	Arbutus	*Ceanothus griseus*	California Lilac		
Cercis canadensis 'treeform'	Eastern Redbud	*Ceanothus thyrsiflorus*	California Lilac	*Festuca rubra*	California Red Fescue
Chionanthus retusus	Chinese Fringe Tree	*Lupinus albifrons*	Silver Bush Lupine	*Leymus triticoides*	Creeping Wild Rye
Cornus nuttalii	Western Dogwood	*Lupinus bicolor*	Lupine	*Muhlenbergia rigens*	Deer Grass
Cupressus macrocarpa	Monterey Cypress	*Mimulus aurantiacus*	Sticky Monkey Flower	*Sisyrinchium bellum*	Blue-eye Grass
		Rhamnus californica	Coffeeberry	*Stipa Pulchra*	Purple Needle Grass
Ginkgo biloba 'Autumn Gold' or 'Saratoga'	Ginkgo	*Rhus integrifolia*	Lemonberry	*Zauschneria californica*	California Fuschia
		Salvia mellifera	Black Sage		
Heteromeles arbutifolia	Toyon			*Dwarf Tall Fescue Sod*	Lawn
Koelreuteria bipinnata	Chinese Flame Tree				
Lagerstromia indica	Crapemyrtle				
Lophestomon conferta	Brisbane Box				
Magnolia x soulangeana	Saucer Magnolia				
Melaleuca quinquenervia	Cajeput Tree				
Olea europaea	Seedless Olive Tree				
Pistache chinensis	Chinese Pistache				
Populus fremontii	Fremont Poplar				
Quercus agrifolia	Coast Live Oak				
Quercus Ilex	Holly Oak				
Quercus virginiana	Southern Live Oak				
Chitalpa tashkentensis	Chitalpa				
Sequoia sempervirens	Redwood				
Zelkova serrata 'Halka'	Zelkova				
Ulmus parvifolia	Chinese Elm				

Hardscape

SYMBOL	TYPOLOGY	DESCRIPTION
	Campus Drive, EVA & Parking Lot	Asphalt Paving
	Pedestrian Paths	Concrete
	Bike Lanes & Pedestrian Paths	Colored Asphalt Paving
	Plaza	Concrete Unit Paving
	Lobby Entries	Wood Deck

NOTES

1. The extent of potential site level gathering and landscape areas are subject to modification.
2. Site level site lighting will be designed to address dark skies with low level lighting where applicable and full cut-off for path of egress and emergency lighting.
3. All pedestrian paths and egress routes shall meet CBC, Title 24, & ADA Accessibility requirements.

NORTH

0 75 150 300

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

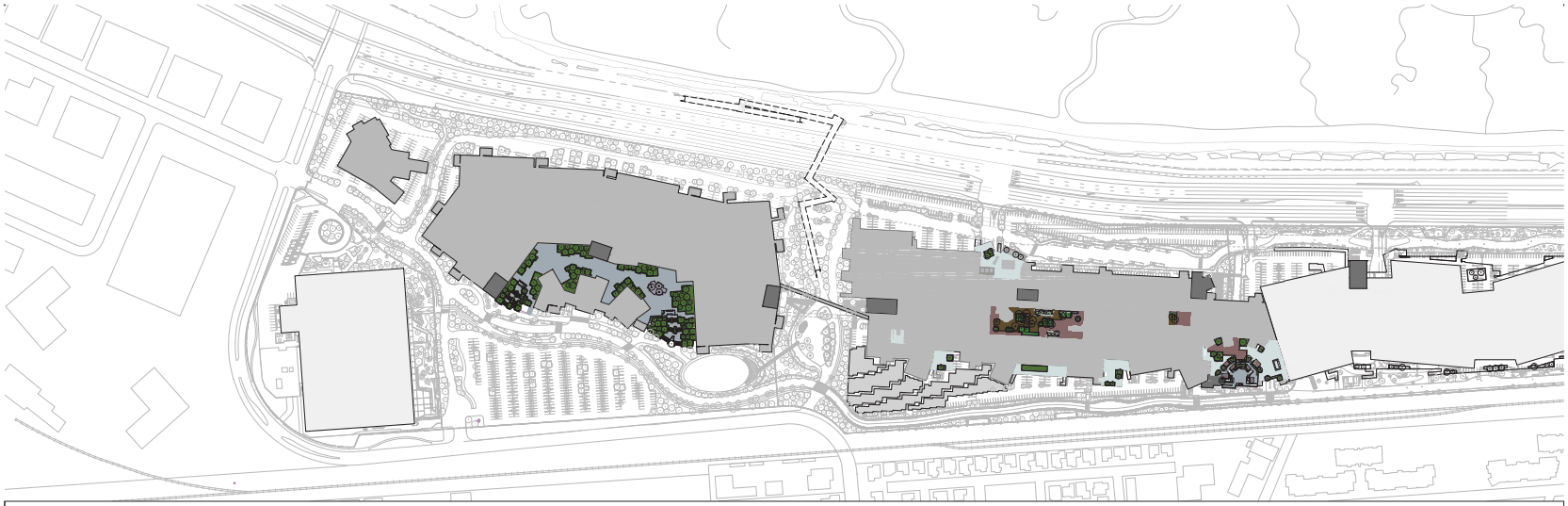
CMG Landscape Architecture

PROPOSED FUTURE TREE INFORMATION / SITE PLAN | **L3-10**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

MARCH 03, 2016



PROPOSED LANDSCAPE LEGEND

Planting

SYMBOL	TYPOLOGY	DESCRIPTION
	Garden - Flush Planters	Low water use, native & adaptive shrubs, perennials, vines, and groundcovers suitable for intensive green roof applications.
	Garden - Raised Planter	Low water use, native & adaptive shrubs, perennials, vines, and groundcovers suitable for intensive green roof applications.
	Proposed Tree	Minimum Size: 24" Box Total Required Heritage Tree Replacements: 428 Total Proposed Trees: 1,605 -- Site: 1,136 -- Office: 157 -- Mezzanine: 5 -- Roof: 307 See Tree Disposition Plan (sheet L-0.100) for summary & detailed breakdown of required heritage tree replacement values.

NOTES

1. General Design Intent: Provide a densely planted and attractive green roof landscape surrounding and providing scale for the building. Create a naturalistic and ecologically principled landscape.
2. Final plant selection and layout shall be refined based on the following selection criteria:
   a) Soils and horticultural suitability
   b) Salt & wind tolerance
   c) Water efficient landscape ordinance (WELO) requirements
   d) Aesthetic quality
   e) Ecological value/habitat and environmental considerations, including adjacent salt flat habitat and raptor considerations
   f) Sun & shade

Preliminary Plant List

TREES		SHRUBS		GROUNDCOVERS	
Botanical Name	Common Name	*Botanical Name*	Common Name	*Botanical Name*	Common Name
Acer macrophyla	Big Leaf Maple	*Arctostaphylus sp.*	Manzanita	*Erigreum glaucus*	Seaside Daisy
Aesculus californica	California Buckeye	*Artemesia californica*	California Sage	*Eschscolzia californica*	California Poppy
Alnus Rhombifilia	White Alder	*Baccharis pilularis 'Emerald Carpet'*	Coyote Bush	*Hordeum brachyantherum*	Meadow Barley
Arbutus 'Marina'	Arbutus				
Cercis canadensis 'treeform'	Eastern Redbud	*Ceanothus griseus*	California Lilac		
		Ceanothus thyrsiflorus	California Lilac	*Festuca rubra*	California Red Fescue
Chionanthus retusus	Chinese Fringe Tree	*Lupinus albifrons*	Silver Bush Lupine	*Leymus triticoides*	Creeping Wild Rye
Cornus nuttalii	Western Dogwood	*Lupinus bicolor*	Lupine	*Muhlenbergia rigens*	Deer Grass
Cupressus macrocarpa	Monterey Cypress	*Mimulus aurantiacus*	Sticky Monkey Flower	*Sisyrinchium bellum*	Blue-eye Grass
		Rhamnus californica	Coffeeberry	*Stipa Pulchra*	Purple Needle Grass
Ginkgo biloba 'Autumn Gold' or 'Saratoga'	Ginkgo	*Rhus integrifolia*	Lemonberry	*Zauschneria californica*	California Fuschia
		Salvia mellifera	Black Sage		
Heteromeles arbutifolia	Toyon			*Dwarf Tall Fescue Sod*	Lawn
Koelreuteria bipinnata	Chinese Flame Tree				
Lagerstromia indica	Crapemyrtle				
Lophestomon conferta	Brisbane Box				
Magnolia x soulangeana	Saucer Magnolia				
Melaleuca quinquenervia	Cajeput Tree				
Olea europaea	Seedless Olive Tree				
Pistache chinensis	Chinese Pistache				
Populus fremontii	Fremont Poplar				
Quercus agrifolia	Coast Live Oak				
Quercus Ilex	Holly Oak				
Quercus virginiana	Southern Live Oak				
Chitalpa tashkentensis	Chitalpa				
Zelkova serrata 'Halka'	Zelkova				
Ulmus parvifolia	Chinese Elm				

Hardscape

SYMBOL	TYPOLOGY	DESCRIPTION
	Courtyard	Wood Deck
	Courtyard	Precast Concrete Unit Paver
	Terraces	Concrete Paving
	Terraces	Concrete Paving
	Terraces	Stone Paving

NOTES

1. The extent of potential office level gathering and landscape areas are subject to modification.
2. Office level site lighting will be designed to address dark skies with low level lighting where applicable and full cut-off for path of egress and emergency lighting.
3. All pedestrian paths and egress routes shall meet CBC, Title 24, & ADA Accessibility requirements.

NORTH

0 75 150 300

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

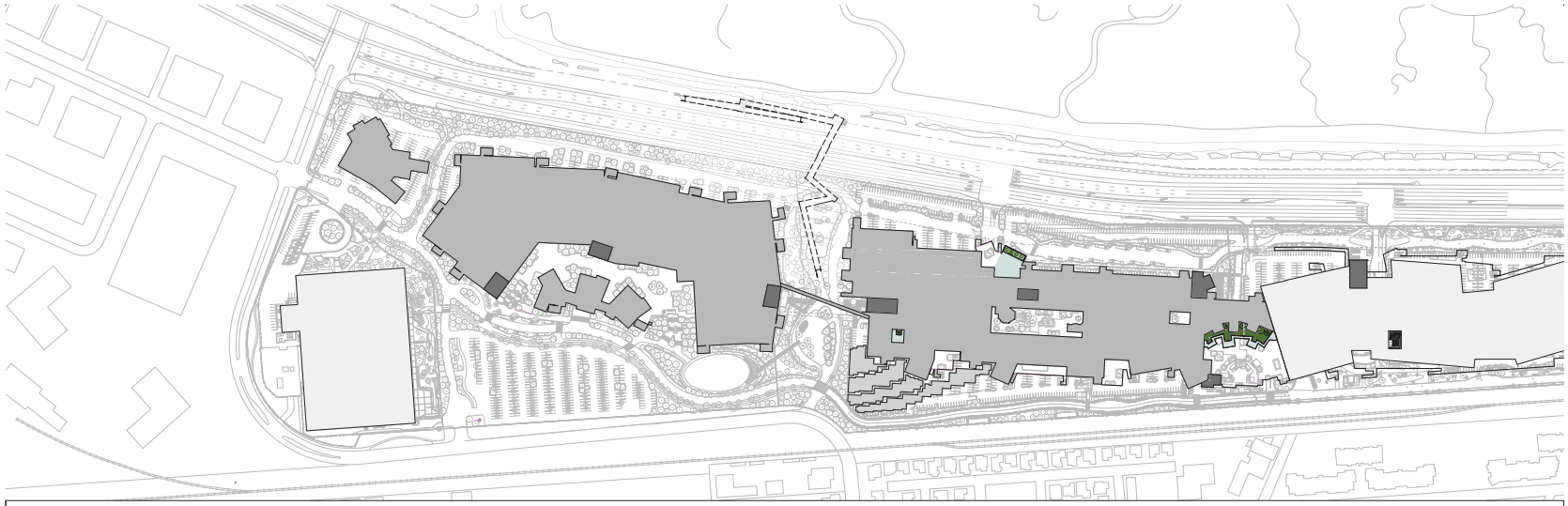
CMG Landscape Architecture

PROPOSED FUTURE TREE INFORMATION / LEVEL 01 OFFICE PLAN | **L3-11**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

MARCH 03, 2016



PROPOSED LANDSCAPE LEGEND

Planting

SYMBOL	TYPOLOGY	DESCRIPTION
	Garden - Raised Planter	Low water use, native & adaptive shrubs, perennials, vines, and groundcovers suitable for intensive green roof applications.
	Proposed Tree	Minimum Size: 24" Box Total Required Heritage Tree Replacements: 428 Total Proposed Trees: 1,605 -- Site: 1,136 -- Office: 157 -- Mezzanine: 5 -- Roof: 307 See Tree Disposition Plan (sheet L 0.100) for summary & detailed breakdown of required heritage tree replacement values.

NOTES

1. General Design Intent: Provide a densely planted and attractive green roof landscape surrounding and providing scale for the building. Create a naturalistic and ecologically principled landscape.
2. Final plant selection and layout shall be refined based on the following selection criteria:
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   b) Salt & wind tolerance
   c) Water efficient landscape ordinance (WELO) requirements
   d) Aesthetic quality
   e) Ecological value/habitat and environmental considerations, including adjacent salt flat habitat and raptor considerations
   f) Sun & shade

Preliminary Plant List

TREES		SHRUBS		GROUNDCOVERS	
Botanical Name	Common Name	*Botanical Name*	Common Name	*Botanical Name*	Common Name
Acer macrophyla	Big Leaf Maple	*Arctostaphylus sp.*	Manzanita	*Erigreum glaucus*	Seaside Daisy
Aesculus californica	California Buckeye	*Artemesia californica*	California Sage	*Eschscolzia californica*	California Poppy
Alnus Rhombifilia	White Alder	*Baccharis pilularis 'Emerald Carpet'*	Coyote Bush	*Hordeum brachyantherum*	Meadow Barley
Arbutus 'Marina'	Arbutus	*Ceanothus griseus*	California Lilac		
Cercis canadensis 'treeform'	Eastern Redbud	*Ceanothus thyrsiflorus*	California Lilac	*Festuca rubra*	California Red Fescue
Chionanthus retusus	Chinese Fringe Tree	*Lupinus albifrons*	Silver Bush Lupine	*Leymus triticoides*	Creeping Wild Rye
Cornus nuttalii	Western Dogwood	*Lupinus bicolor*	Lupine	*Muhlenbergia rigens*	Deer Grass
Cupressus macrocarpa	Monterey Cypress	*Mimulus aurantiacus*	Sticky Monkey Flower	*Sisyrinchium bellum*	Blue-eye Grass
		Rhamnus californica	Coffeeberry	*Stipa Pulchra*	Purple Needle Grass
Ginkgo biloba 'Autumn Gold' or 'Saratoga'	Ginkgo	*Rhus integrifolia*	Lemonberry	*Zauschneria californica*	California Fuschia
		Salvia mellifera	Black Sage		
Heteromeles arbutifolia	Toyon			*Dwarf Tall Fescue Sod*	Lawn
Koelreuteria bipinnata	Chinese Flame Tree				
Lagerstromia indica	Crapemyrtle				
Lophestomon conferta	Brisbane Box				
Magnolia x soulangeana	Saucer Magnolia				
Melaleuca quinquenervia	Cajeput Tree				
Olea europaea	Seedless Olive Tree				
Pistache chinensis	Chinese Pistache				
Populus fremontii	Fremont Poplar				
Quercus agrifolia	Coast Live Oak				
Quercus Ilex	Holly Oak				
Quercus virginiana	Southern Live Oak				
Chitalpa tashkentensis	Chitalpa				
Zelkova serrata 'Halka'	Zelkova				
Ulmus parvifolia	Chinese Elm				

Hardscape

SYMBOL	TYPOLOGY	DESCRIPTION
	Terraces	Concrete Paving

NOTES

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2. Office level site lighting will be designed to address dark skies with low level lighting where applicable and full cut-off for path of egress and emergency lighting.
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NORTH

0 75 150 300

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

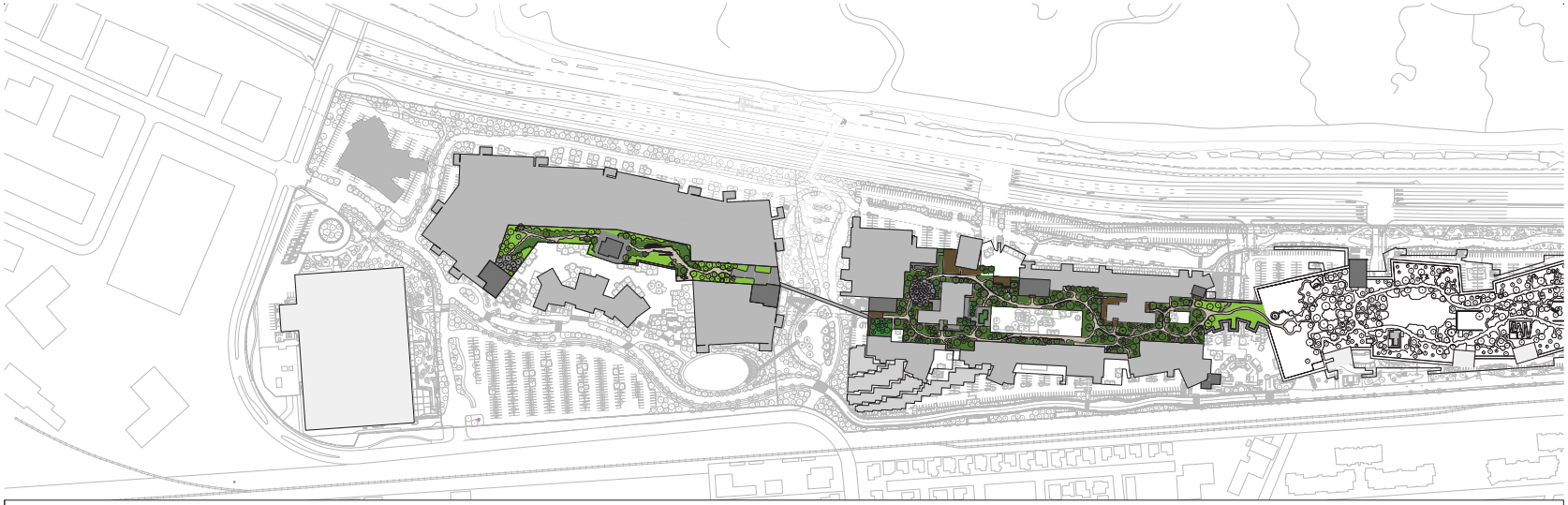
CMG Landscape Architecture

PROPOSED FUTURE TREE INFORMATION / LEVEL 01 MEZZANINE PLAN | **L3-11M**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

MARCH 03, 2016



PROPOSED LANDSCAPE LEGEND

Planting

SYMBOL	TYPOLOGY	DESCRIPTION
	Green Roof - Garden	Low water use, native & adaptive shrubs, perennials, vines, and groundcovers suitable for intensive green roof applications.
	Green Roof - Meadow	Low water use, native & adaptive shrubs, perennials, grasses, and groundcovers suitable for intensive green roof applications.
	Green Roof - Raised Planter	Low water use, native & adaptive shrubs, perennials, vines, and groundcovers suitable for intensive green roof applications.
	Proposed Tree	Minimum Size: 24" Box Total Required Heritage Tree Replacements: 428 Total Proposed Trees: 1,605 -- Site: 1,136 -- Office: 157 -- Mezzanine: 5 -- Roof: 307 See Tree Disposition Plan (sheet L 0.100) for summary & detailed breakdown of required heritage tree replacement values.

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   b) Salt & wind tolerance
   c) Water efficient landscape ordinance (WELO) requirements
   d) Aesthetic quality
   e) Ecological value/habitat and environmental considerations, including adjacent salt flat habitat and raptor considerations
   f) Sun & shade

Preliminary Plant List

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Arbutus 'Marina'	Arbutus				
Cercis canadensis 'treeform'	Eastern Redbud	*Ceanothus griseus*	California Lilac		
		Ceanothus thyrsiflorus	California Lilac	*Festuca rubra*	California Red Fescue
Chionanthus retusus	Chinese Fringe Tree	*Lupinus albifrons*	Silver Bush Lupine	*Leymus triticoides*	Creeping Wild Rye
Cornus nuttalii	Western Dogwood	*Lupinus bicolor*	Lupine	*Muhlenbergia rigens*	Deer Grass
Cupressus macrocarpa	Monterey Cypress	*Mimulus aurantiacus*	Sticky Monkey Flower	*Sisyrinchium bellum*	Blue-eye Grass
		Rhamnus californica	Coffeeberry	*Stipa Pulchra*	Purple Needle Grass
Ginkgo biloba 'Autumn Gold' or 'Saratoga'	Ginkgo	*Rhus integrifolia*	Lemonberry	*Zauschneria californica*	California Fuschia
		Salvia mellifera	Black Sage		
Heteromeles arbutifolia	Toyon			*Dwarf Tall Fescue Sod*	Lawn
Koelreuteria bipinnata	Chinese Flame Tree				
Lagerstromia indica	Crapemyrtle				
Lophestomon conferta	Brisbane Box				
Magnolia x soulangeana	Saucer Magnolia				
Melaleuca quinquenervia	Cajeput Tree				
Olea europaea	Seedless Olive Tree				
Pistache chinensis	Chinese Pistache				
Populus fremontii	Fremont Poplar				
Quercus agrifolia	Coast Live Oak				
Quercus ilex	Holly Oak				
Quercus virginiana	Southern Live Oak				
Chitalpa tashkentensis	Chitalpa				
Sequoia sempervirens	Redwood				
Zelkova serrata 'Halka'	Zelkova				
Ulmus parvifolia	Chinese Elm				

Hardscape

SYMBOL	TYPOLOGY	DESCRIPTION
	Walking Path	Stabilized Crushed Stone Paving
	Building Thresholds & Meeting Space	Wood Deck
	Meeting Space	Precast Concrete Unit Paver
	Gathering Space	Stone Paver
	Fire Breaks & Drainage Areas	Loose Crushed Stone

NOTES

1. The extent of potential roof level gathering and green roof areas are subject to modification.
2. Roof level site lighting will be designed to address dark skies with low level lighting where applicable and full cut-off for path of egress and emergency lighting.
3. All pedestrian paths and egress routes shall meet CBC, Title 24, & ADA Accessibility requirements.

NORTH

0 75 150 300

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

CMG Landscape Architecture

PROPOSED FUTURE TREE INFORMATION / ROOF PLAN | **L3-12**

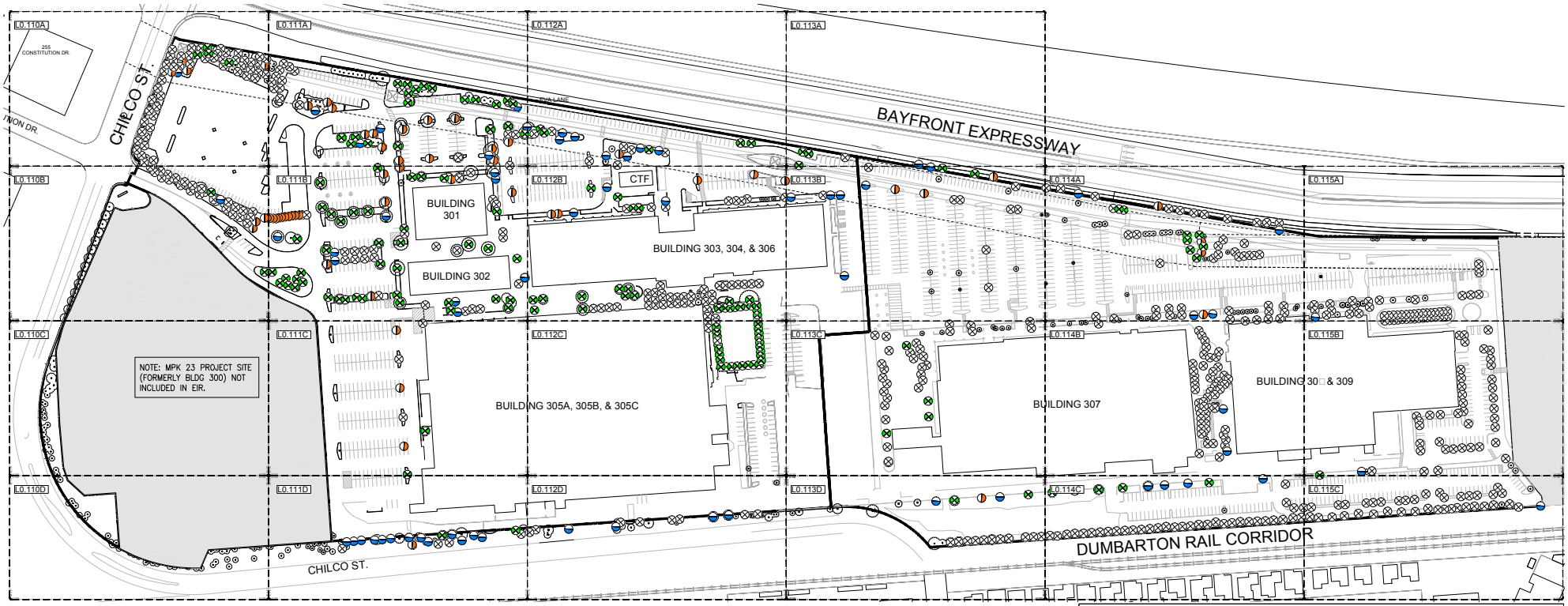
SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

MARCH 03, 2016

TREE DISPOSITION PLANS

	DRAWING SHEET INDEX	SCALE	9/20/2016
SHEET #	**SHEET TITLE**		
L0	**TREE DISPOSITION PLAN**		
L0.100	TREE DISPOSITION PLAN	1" = 100'	•
L0.110A	TREE DISPOSITION PLAN	1" = 20'	•
L0.110B	TREE DISPOSITION PLAN	1" = 20'	•
L0.111A	TREE DISPOSITION PLAN	1" = 20'	•
L0.111B	TREE DISPOSITION PLAN	1" = 20'	•
L0.111C	TREE DISPOSITION PLAN	1" = 20'	•
L0.111D	TREE DISPOSITION PLAN	1" = 20'	•
L0.112A	TREE DISPOSITION PLAN	1" = 20'	•
L0.112B	TREE DISPOSITION PLAN	1" = 20'	•
L0.112C	TREE DISPOSITION PLAN	1" = 20'	•
L0.112D	TREE DISPOSITION PLAN	1" = 20'	•
L0.113A	TREE DISPOSITION PLAN	1" = 20'	•
L0.113B	TREE DISPOSITION PLAN	1" = 20'	•
L0.113C	TREE DISPOSITION PLAN	1" = 20'	•
L0.113D	TREE DISPOSITION PLAN	1" = 20'	•
L0.114A	TREE DISPOSITION PLAN	1" = 20'	•
L0.114B	TREE DISPOSITION PLAN	1" = 20'	•
L0.114C	TREE DISPOSITION PLAN	1" = 20'	•
L0.115A	TREE DISPOSITION PLAN	1" = 20'	•
L0.115B	TREE DISPOSITION PLAN	1" = 20'	•
L0.115C	TREE DISPOSITION PLAN	1" = 20'	•



BLDG's 301-309 □Total Site Summar□□

Tree Removal & Replacement□HERITAGE

REMOVAL TOTALS	SYM.	DESCRIPTION	REPLACEMENT VALUE	REPLACEMENT TOTALS
149		Heritage tree □it□GOOD □ealt□	2:1	29□
66		Heritage tree □it□FAIR-POOR □ealt□	1:1	66
59		Heritage tree □it□POOR-DEAD □ealt□	1:1	59
274 TOTAL				423

Tree Removal□NON-HERITAGE

REMOVAL TOTALS	SYM.	DESCRIPTION	REPLACEMENT VALUE	REPLACEMENT TOTALS
496		Non-□eritage tree	NA	NA

Trees to Remain□HERITAGE & NON-HERITAGE

TOTALS	SYM.	DESCRIPTION
0		Heritage tree
0		Non-Heritage tree
0 TOTAL		

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FACEBOOK
OWNER
1 HACKER WAY
MENLO PARK, CALIFORNIA 94025

CONSULTANTS

Facebook Campus Expansion

301-309 Constitution Drive

TITLE
TREE DISPOSITION PLAN

NORTH

PROJECT NUMBER
2015-007

SCALE
1" = 100'

DATE
2□-Mar 2015

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
L0.100

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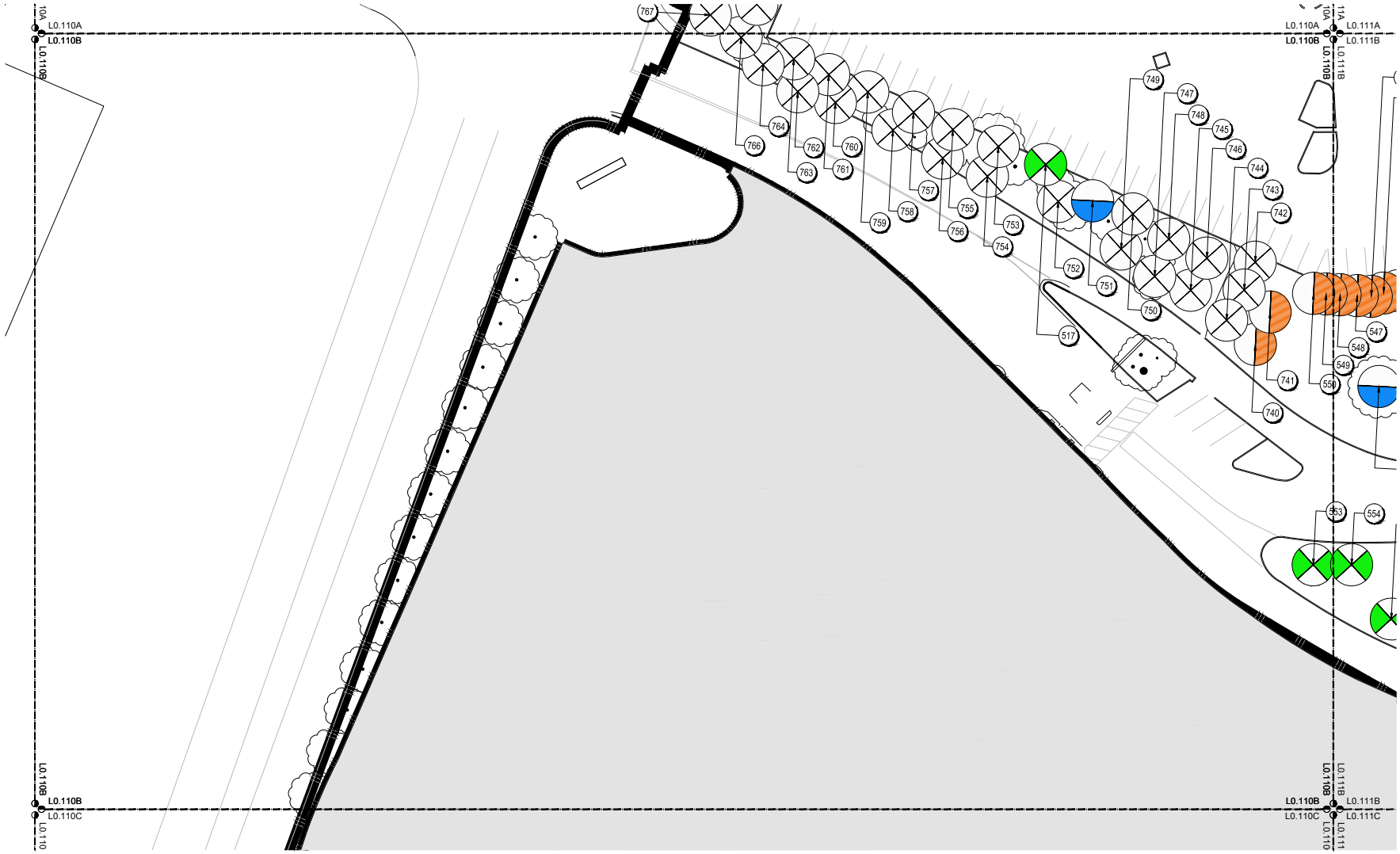

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OWNER
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MENLO PARK, CALIFORNIA 94025

CMG LANDSCAPE ARCHITECTURE
LANDSCAPE ARCHITECT
500 THIRD STREET, SUITE 215
SAN FRANCISCO, CALIFORNIA 94107
(415) 495-3070

Facebook Campus Expansion

301-309 Constitution Drive

TITLE
TREE DISPOSITION PLAN

NORTH

PROJECT NUMBER
2015-007

SCALE
1" = 20'

DATE
1-September 2016

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
L0.110B

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ARCHITECT
12541 BEATRICE STREET
LOS ANGELES, CALIFORNIA 90066
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MENLO PARK, CALIFORNIA 94025

CMG LANDSCAPE ARCHITECTURE
LANDSCAPE ARCHITECT
500 THIRD STREET, SUITE 215
SAN FRANCISCO, CALIFORNIA 94107
(415) 495-3070

Facebook Campus Expansion

301-309 Constitution Drive

TITLE
TREE DISPOSITION PLAN

NORTH

PROJECT NUMBER
2015-007

SCALE
1" = 20'

DATE
1-September 2016

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
L0.111A

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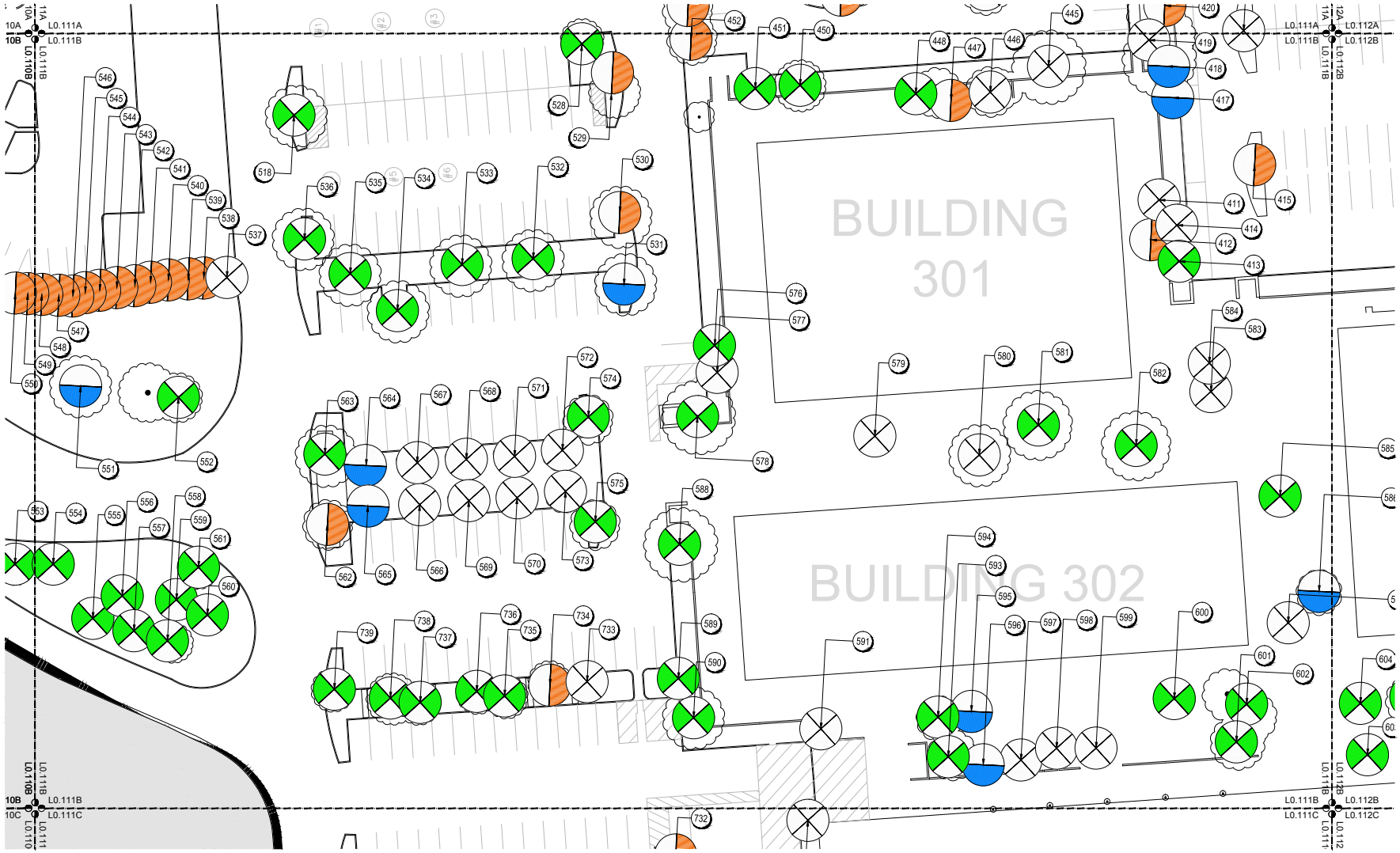

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Facebook Campus Expansion

301-309 Constitution Drive

TITLE
TREE DISPOSITION PLAN

NORTH

PROJECT NUMBER
2015-007

SCALE
1" = 20'

DATE
1-September 2016

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
L0.111B

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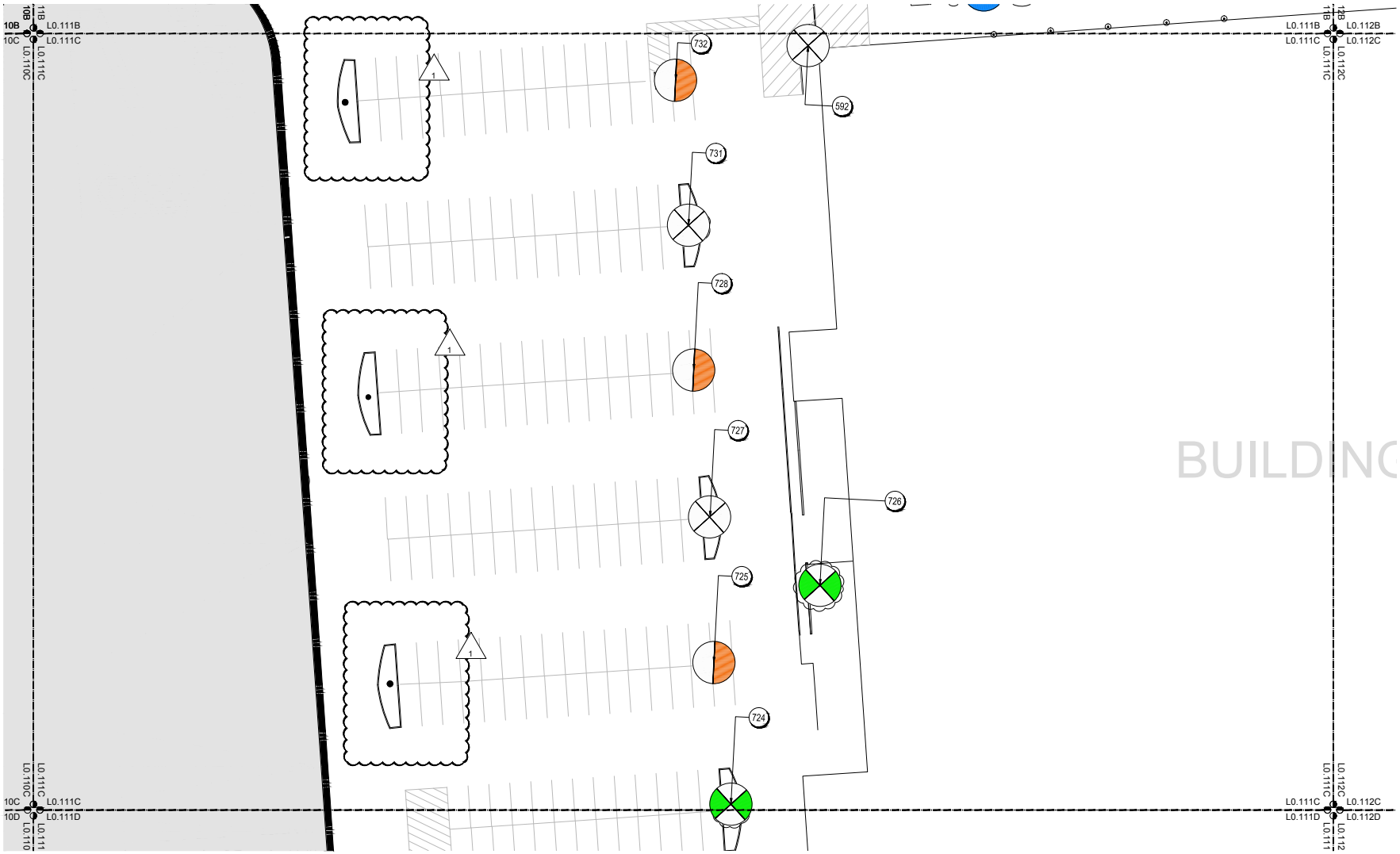

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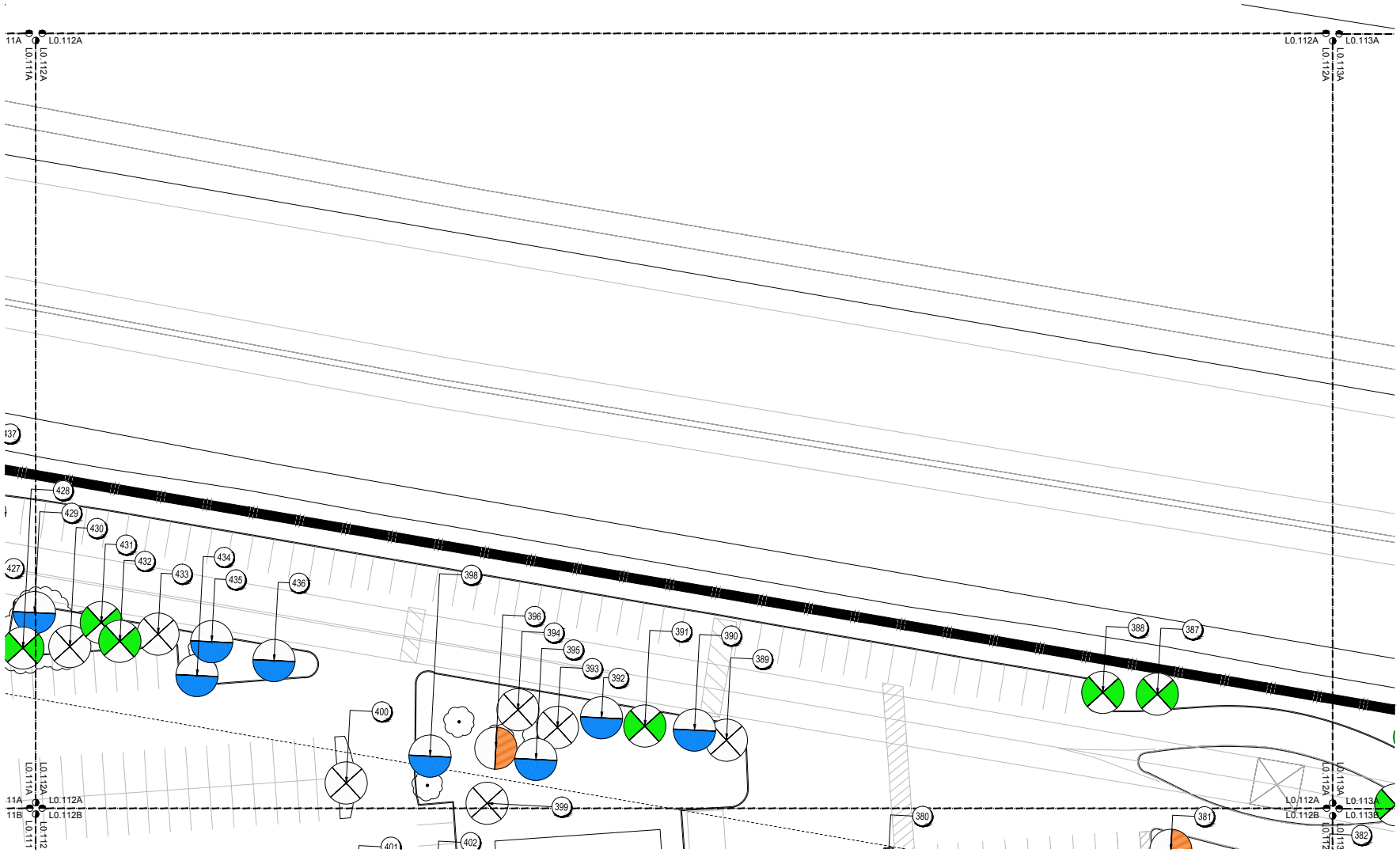

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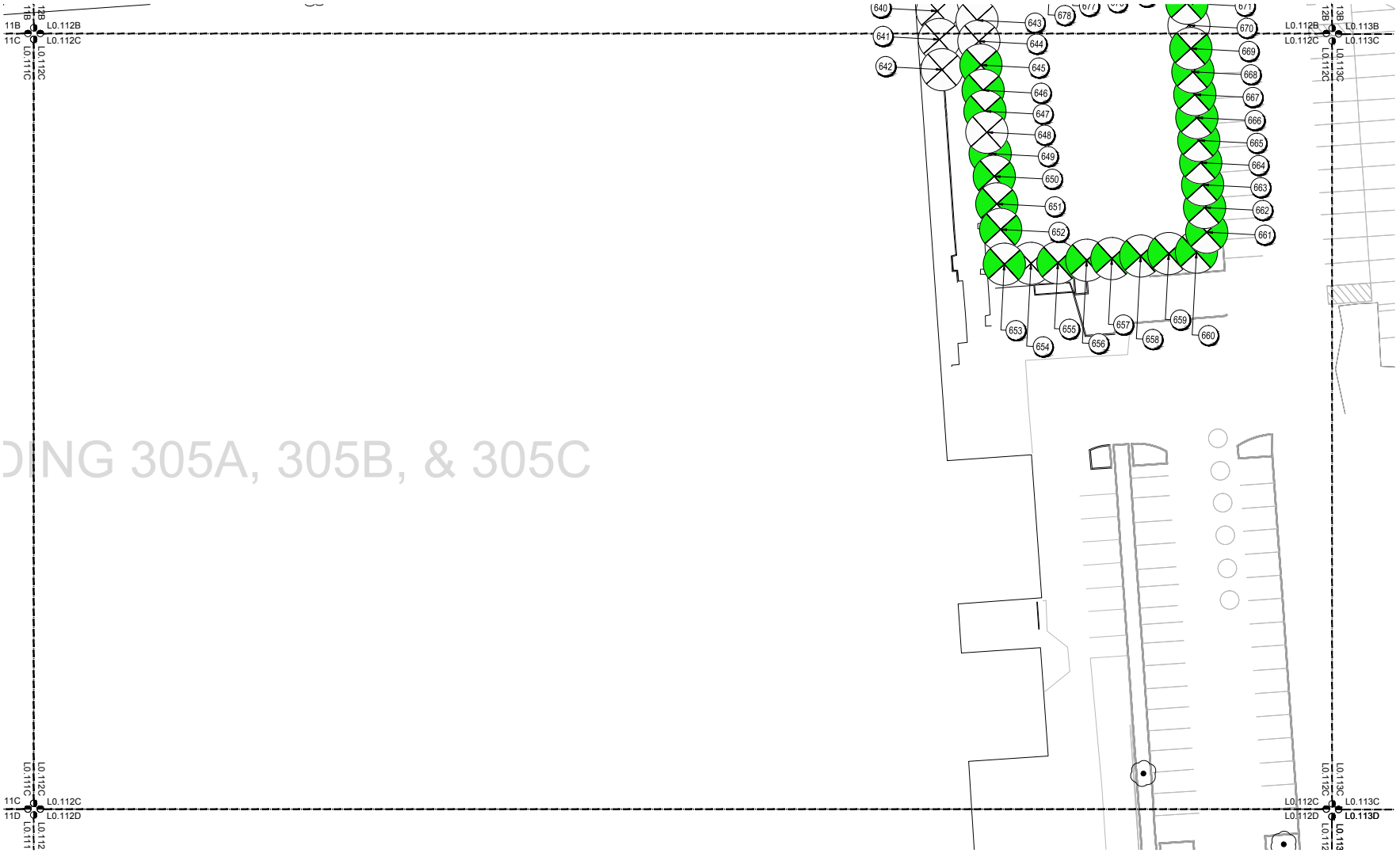

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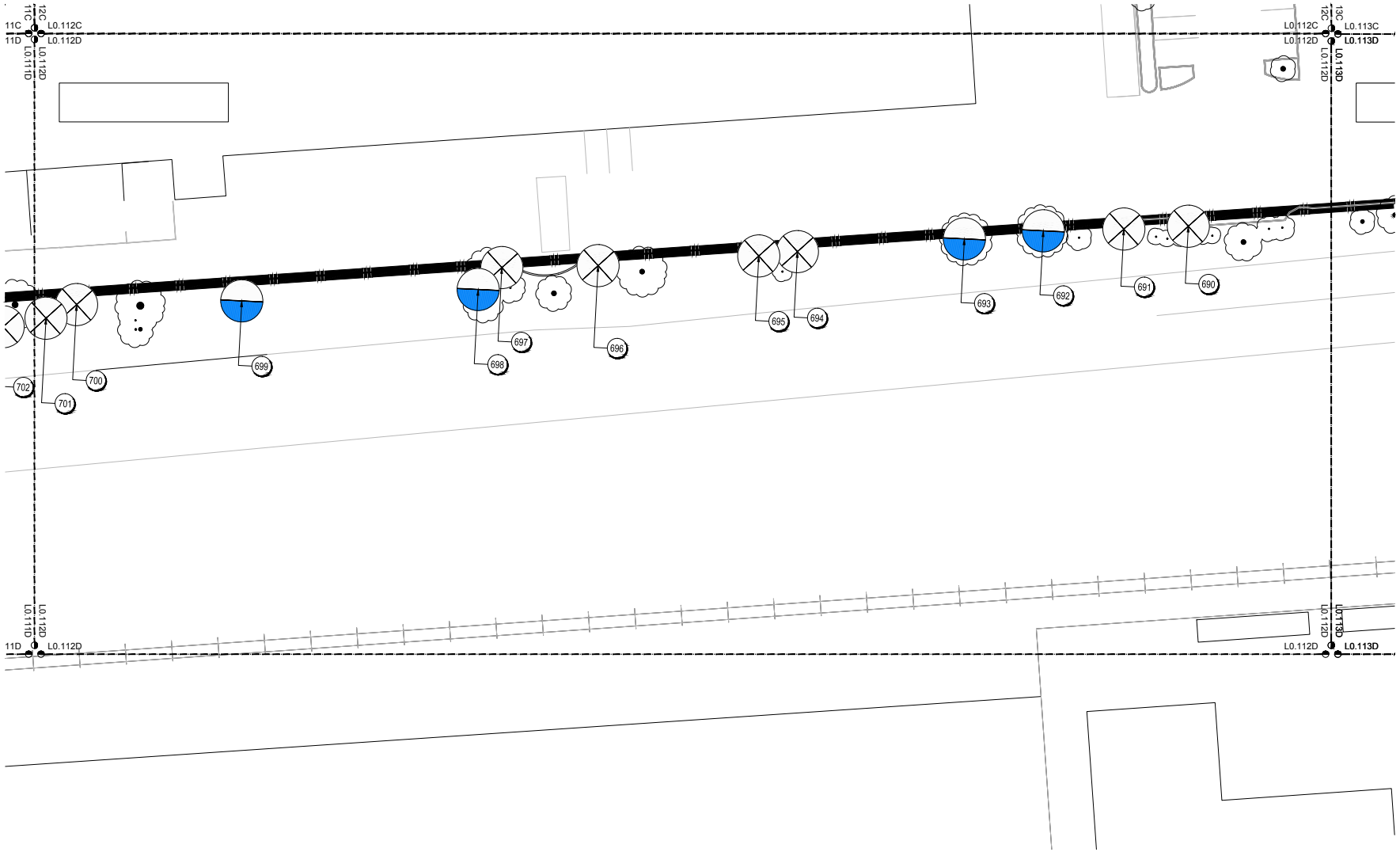

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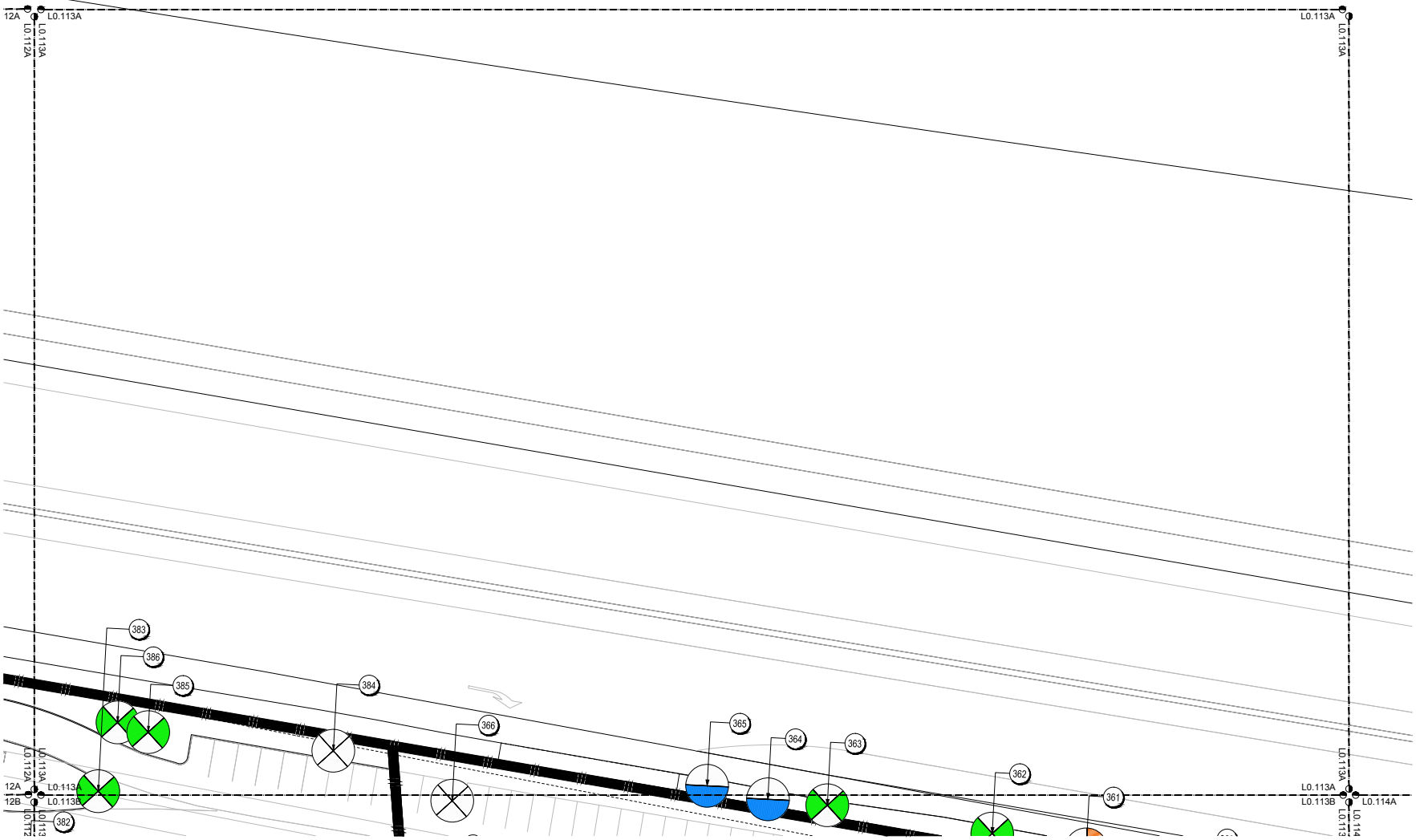

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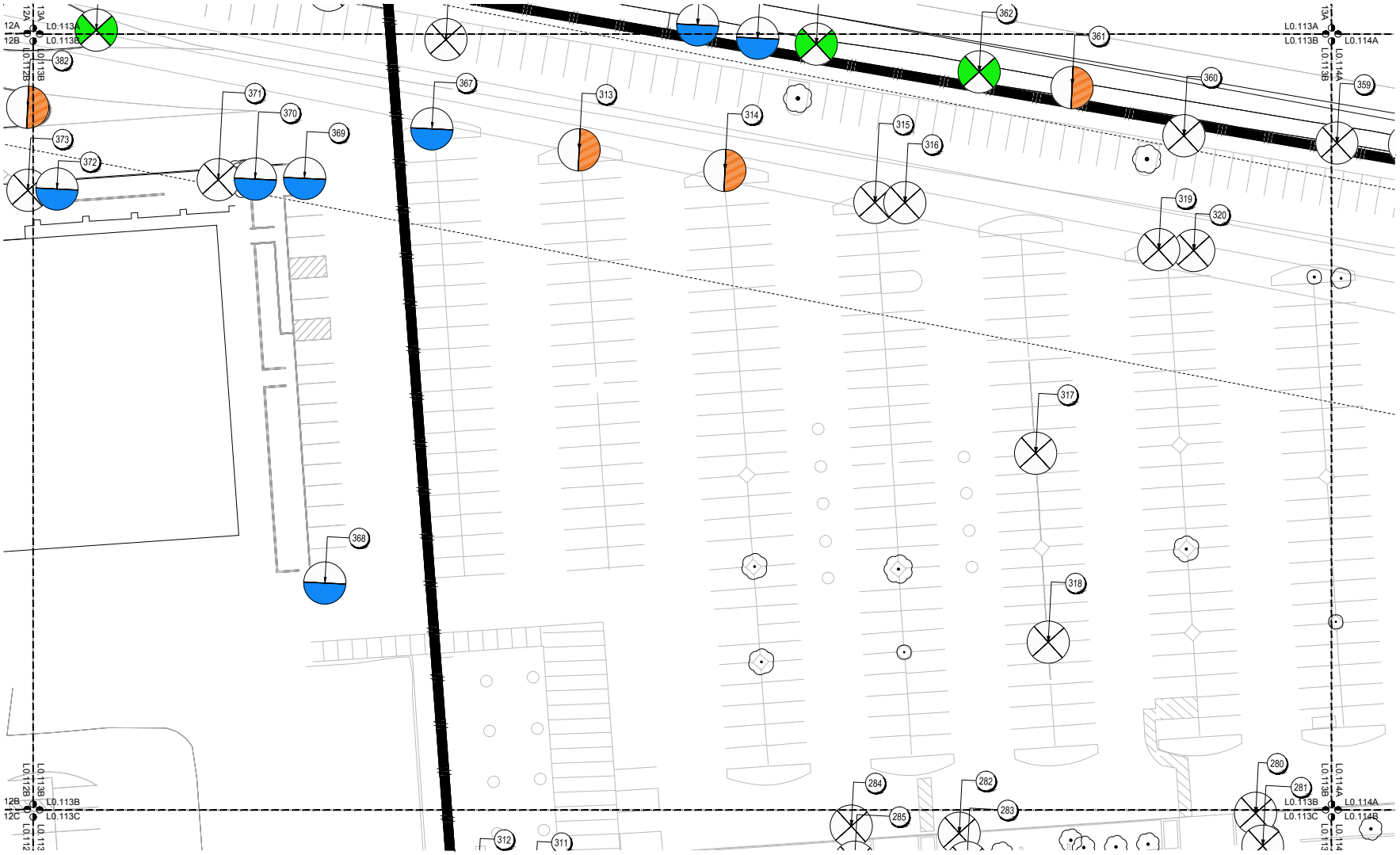

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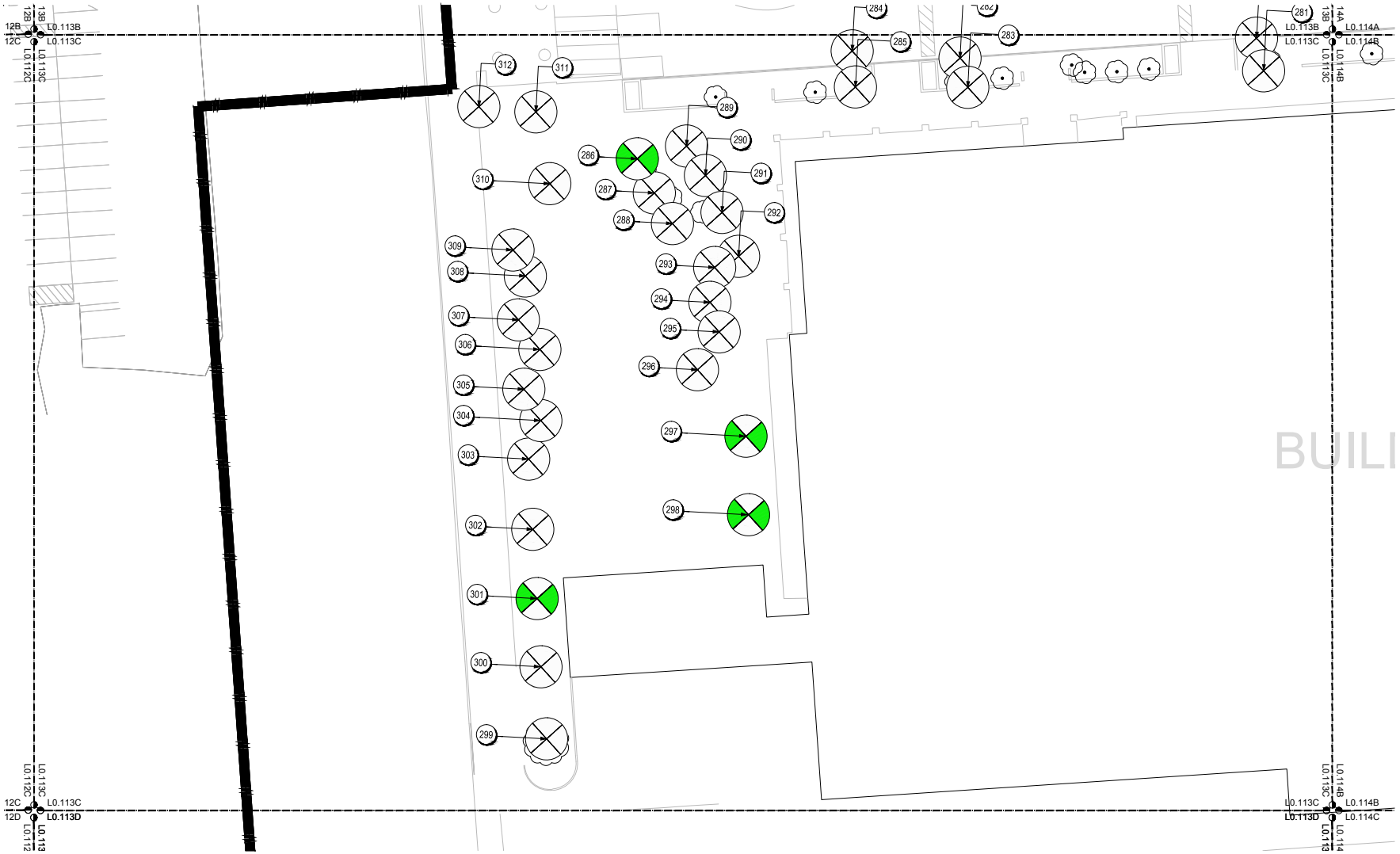

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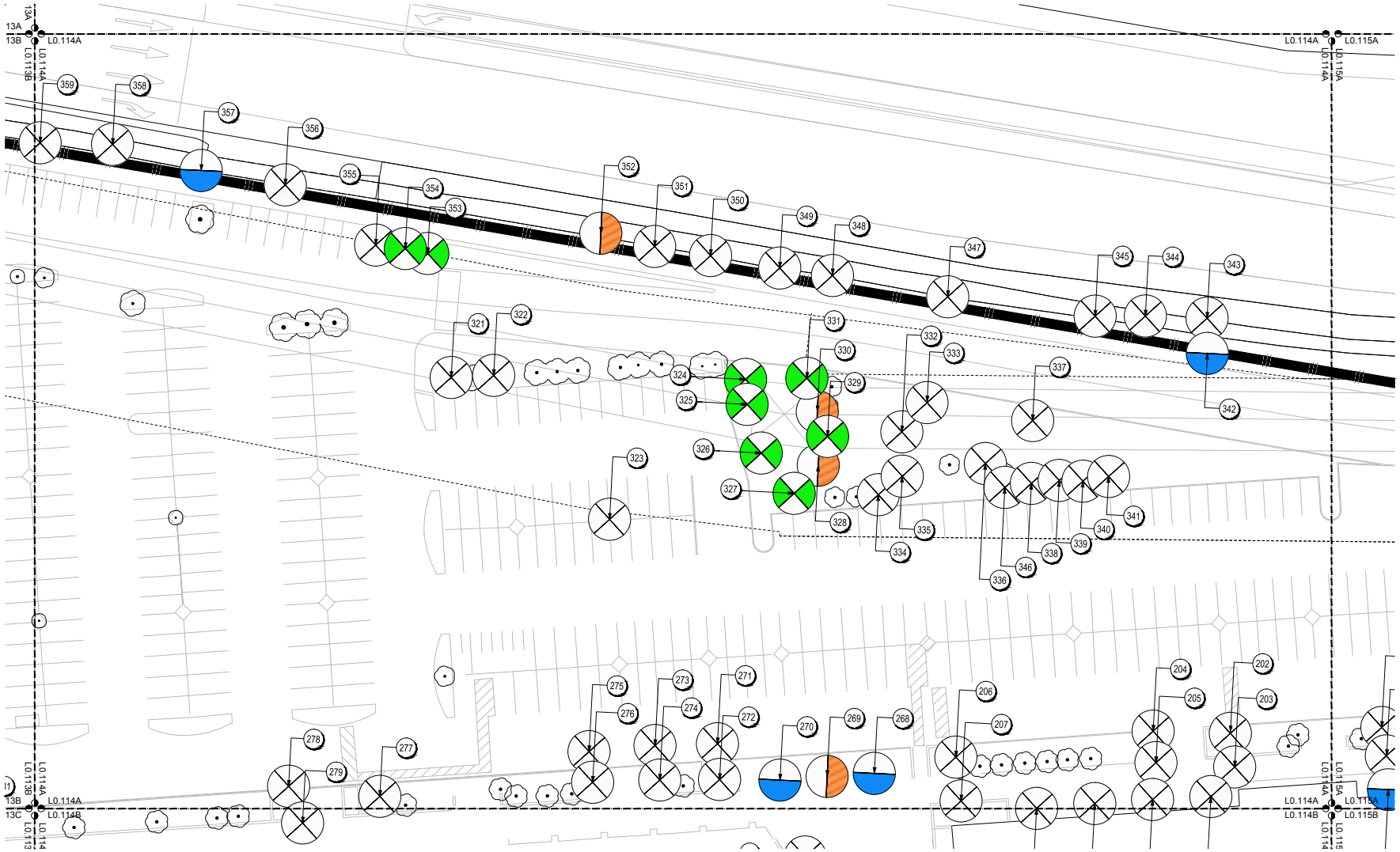

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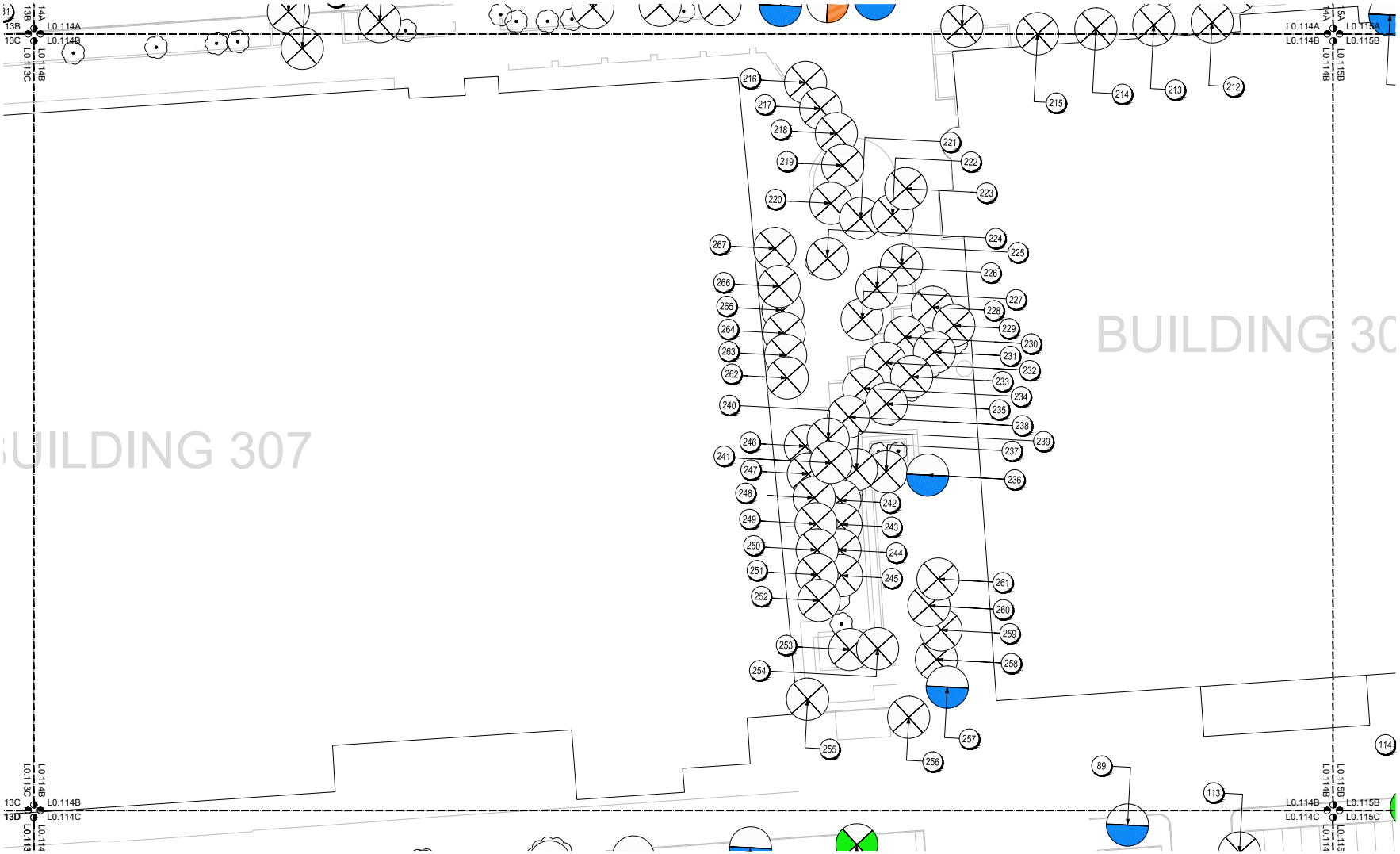

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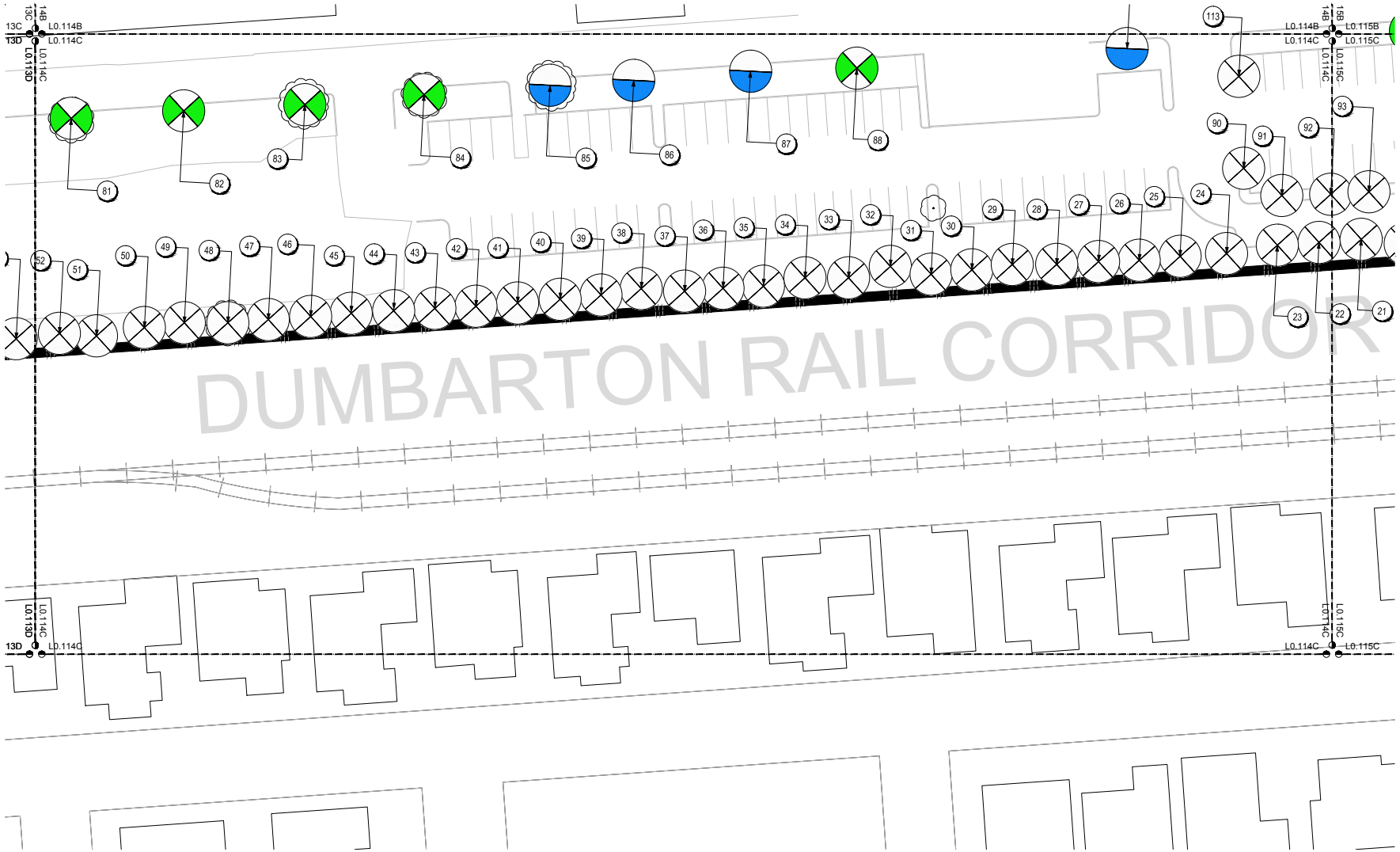

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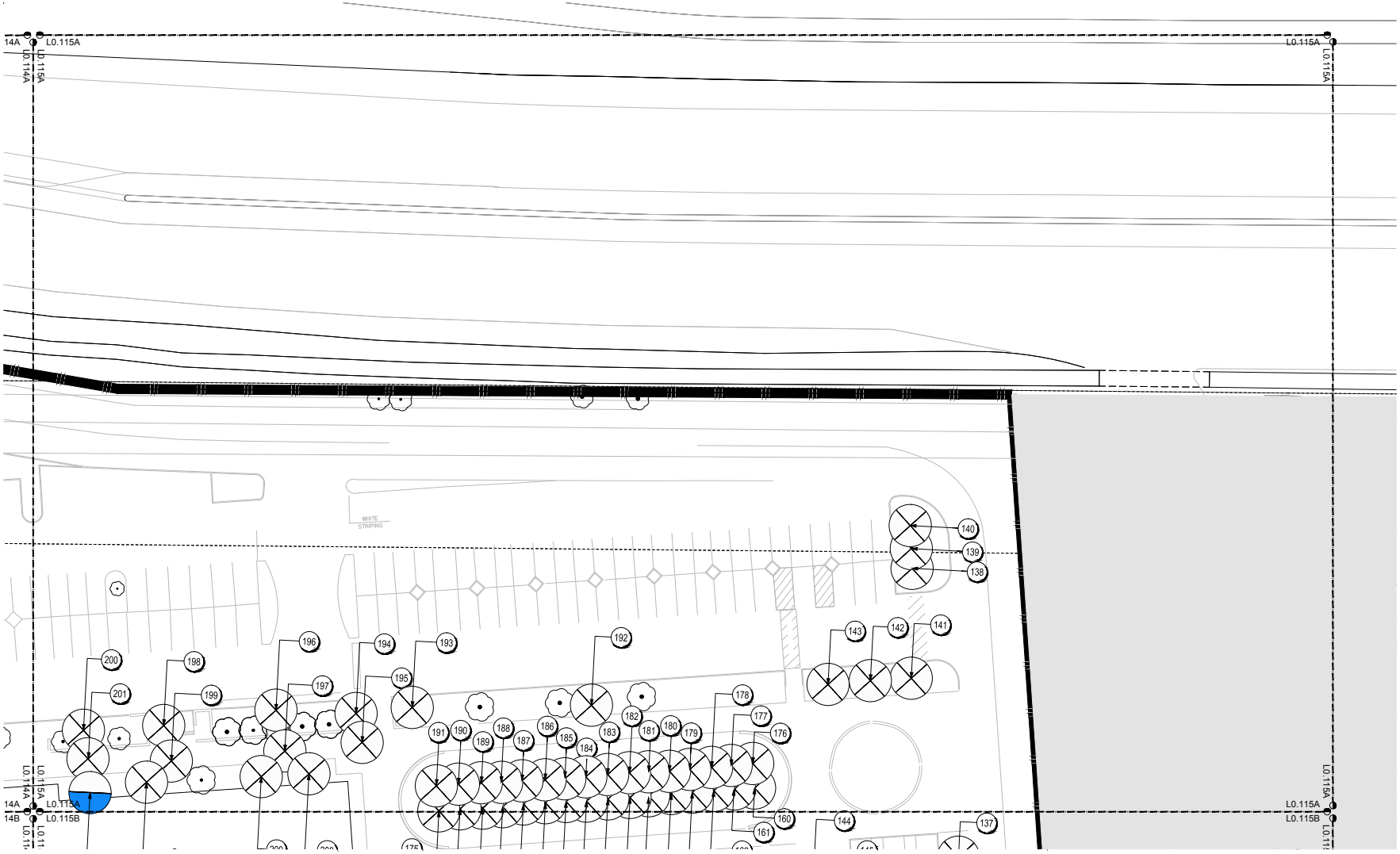

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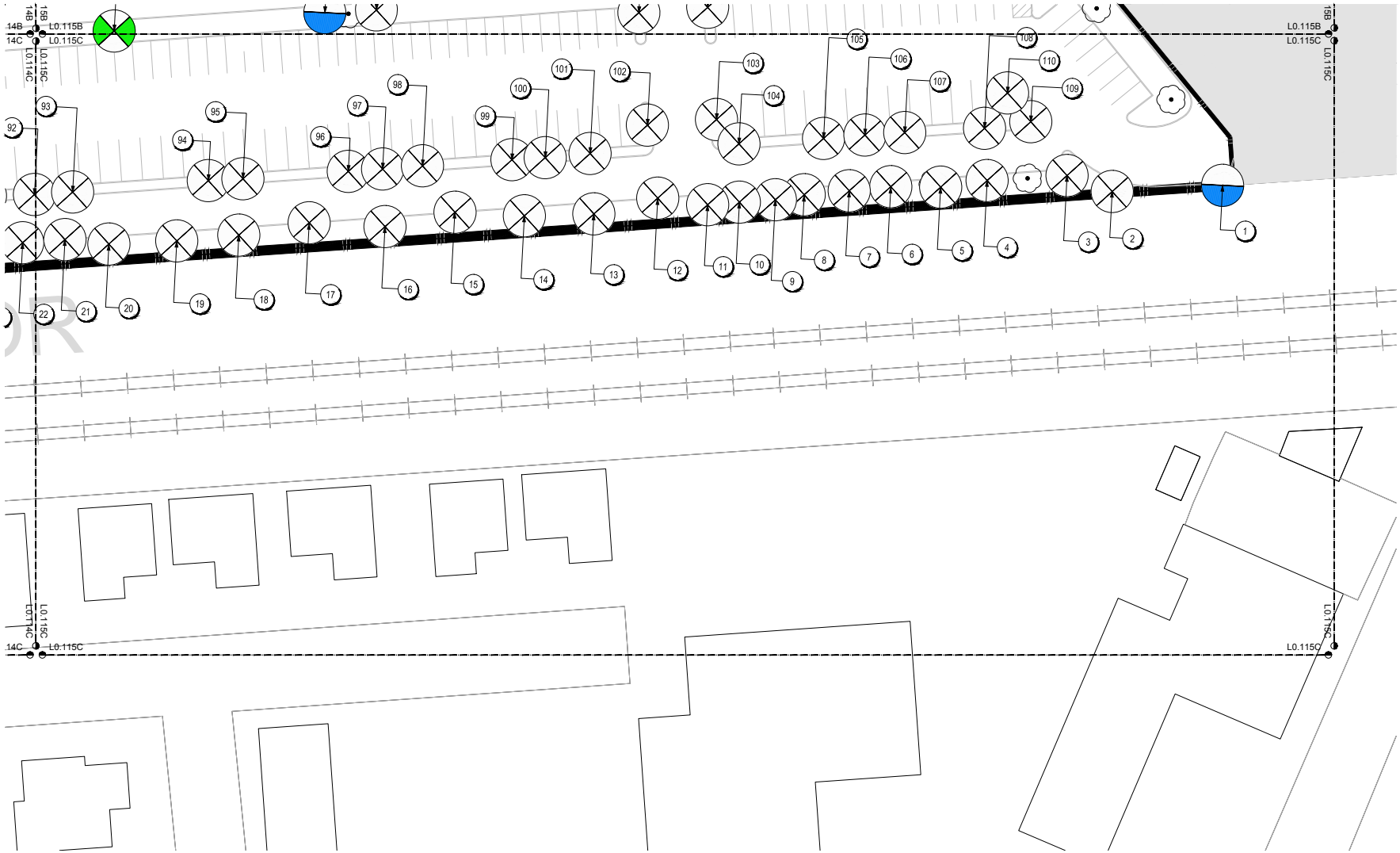

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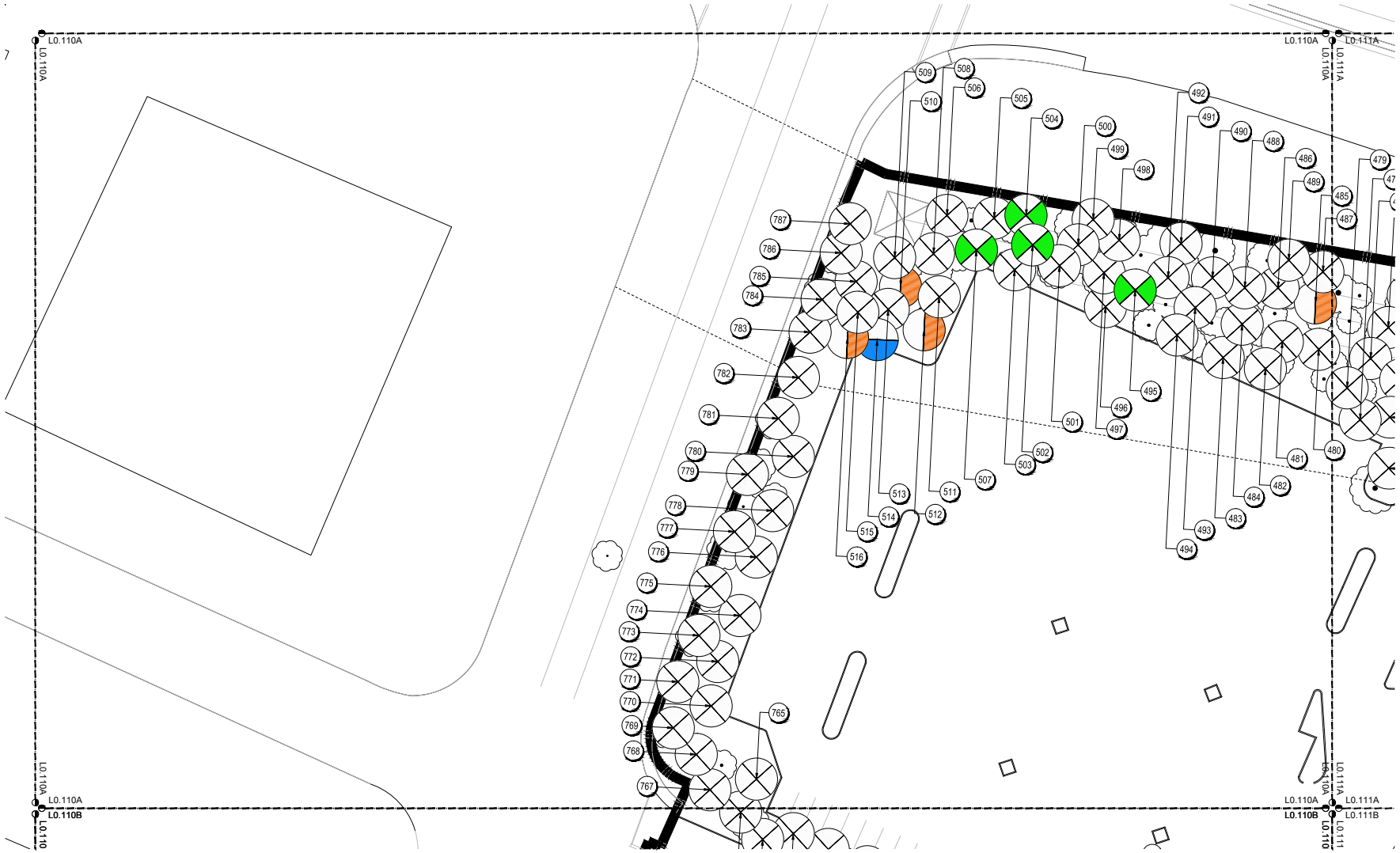

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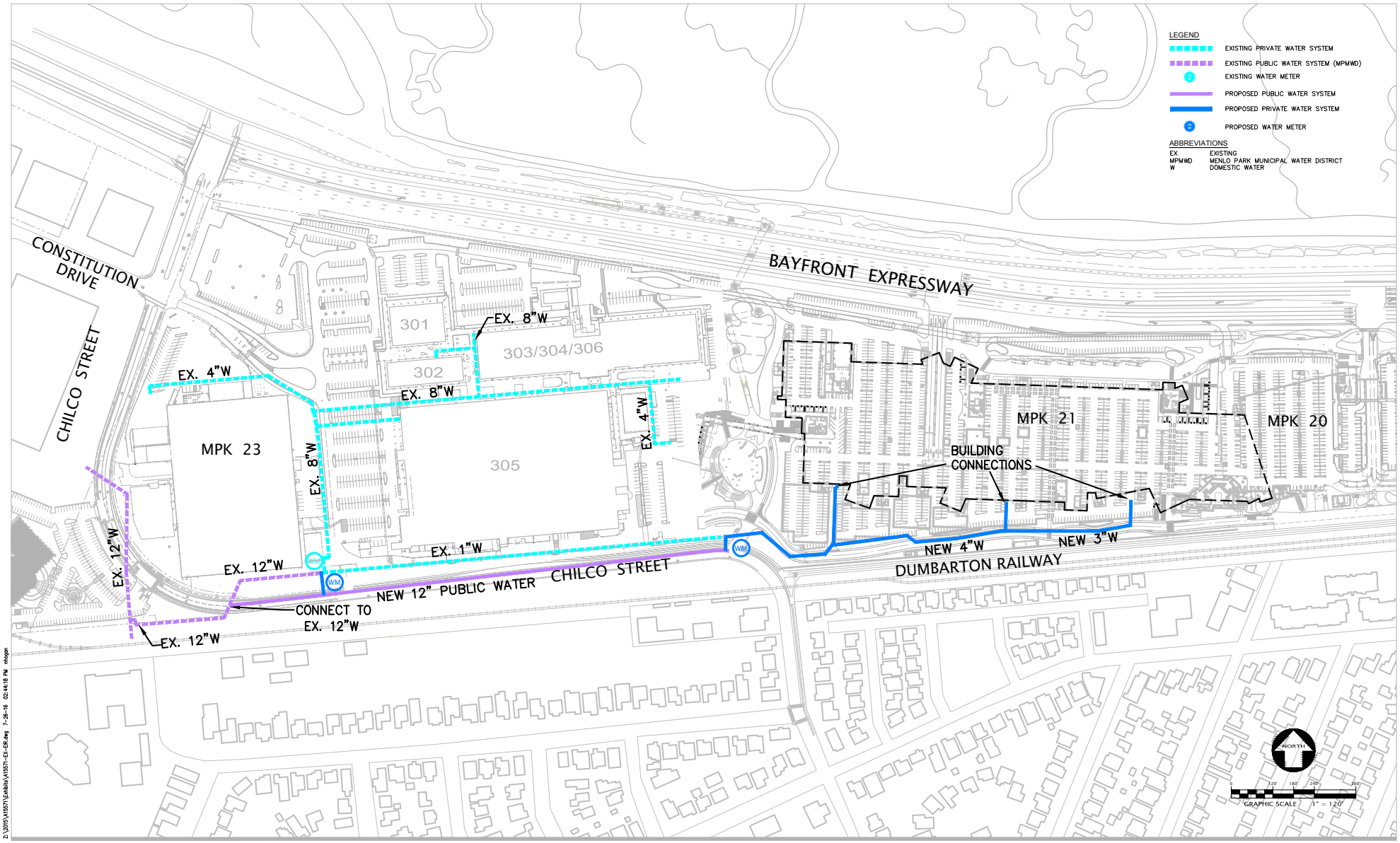
CIVIL

	DRAWING SHEET INDEX	SCALE	9/19/2016
SHEET #	**SHEET TITLE**		
C-000	**UTILITY PLANS**		
C-002	PARKING LEVEL PLAN AFTER MPK 21 CONSTRUCTION PROPOSED DOMESTIC WATER SYSTEM	1" = 120'	●
C-003	PARKING LEVEL PLAN DURING MPK 21 CONSTRUCTION PROPOSED FIRE WATER SYSTEM	1" = 120'	●
C-004	PARKING LEVEL PLAN AFTER MPK 21 CONSTRUCTION PROPOSED FIRE WATER SYSTEM	1" = 120'	●
C-005	PARKING LEVEL PLAN AFTER MPK 21 CONSTRUCTION PROPOSED SANITARY SEWER SYSTEM	1" = 120'	●
C-006	PARKING LEVEL PLAN AFTER MPK 21 CONSTRUCTION PROPOSED STORM DRAIN SYSTEM	1" = 120'	●
C-007	PARKING LEVEL PLAN TE SITE PROPOSED DOMESTIC WATER SYSTEM	1" = 120'	●
C-008	PARKING LEVEL PLAN TE SITE PROPOSED FIRE WATER SYSTEM	1" = 120'	●
C-009	PARKING LEVEL PLAN TE SITE PROPOSED SANITARY SEWER SYSTEM	1" = 120'	●
C-010	PARKING LEVEL PLAN TE SITE PROPOSED STORM DRAIN SYSTEM	1" = 120'	●
C-011	PARKING LEVEL PLAN TE SITE OVERALL GRADING PLAN	1" = 120'	●
C-012	PARKING LEVEL PLAN TE SITE OVERALL GRADING PLAN	1" = 120'	●
C-013	WATERLINE EASEMENT EXHIBIT	1" = 120'	●
C-014	SANITARY SEWER EASEMENT EXHIBIT	1" = 120'	●
C-015	PARKING LEVEL PLAN EXISTING CONDITIONS	N/A	●
C-016	PARKING LEVEL PLAN TE SITE PROPOSED CONDITIONS	N/A	●
C-017	PARKING LEVEL PLAN TE SITE STORM WATER TREATMENT PLAN	1" = 120'	●



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TITLE

PARKING LEVEL PLAN
AFTER MPK 21
CONSTRUCTION
PROPOSED DOMESTIC
WATER SYSTEM

PROJECT NUMBER
2015-007

SCALE
1" = 120'

ORIGINAL SHEET SIZE:
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C-002

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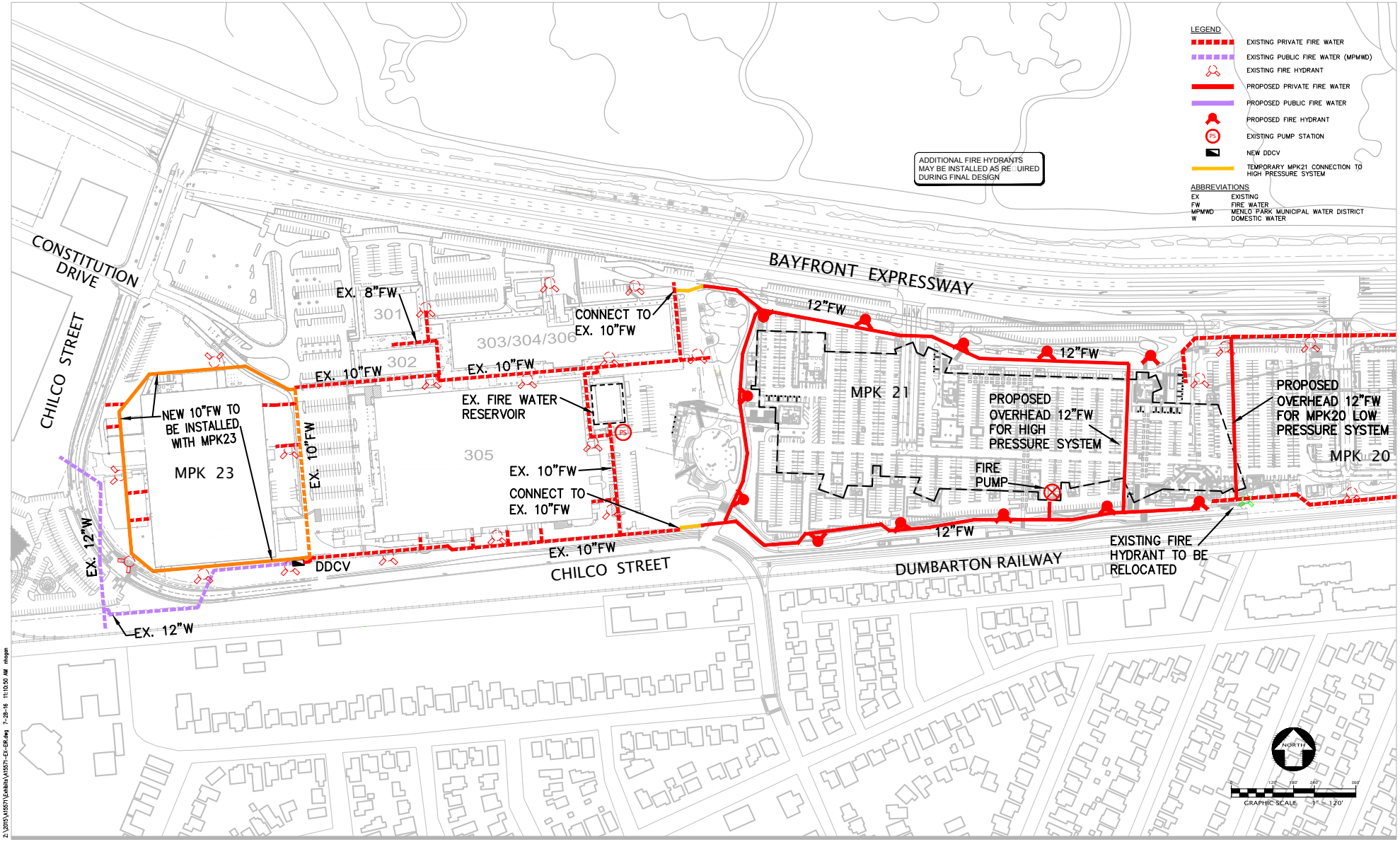

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TITLE

PARKING LEVEL PLAN
DURING MPK 21
CONSTRUCTION
PROPOSED FIRE WATER SYSTEM

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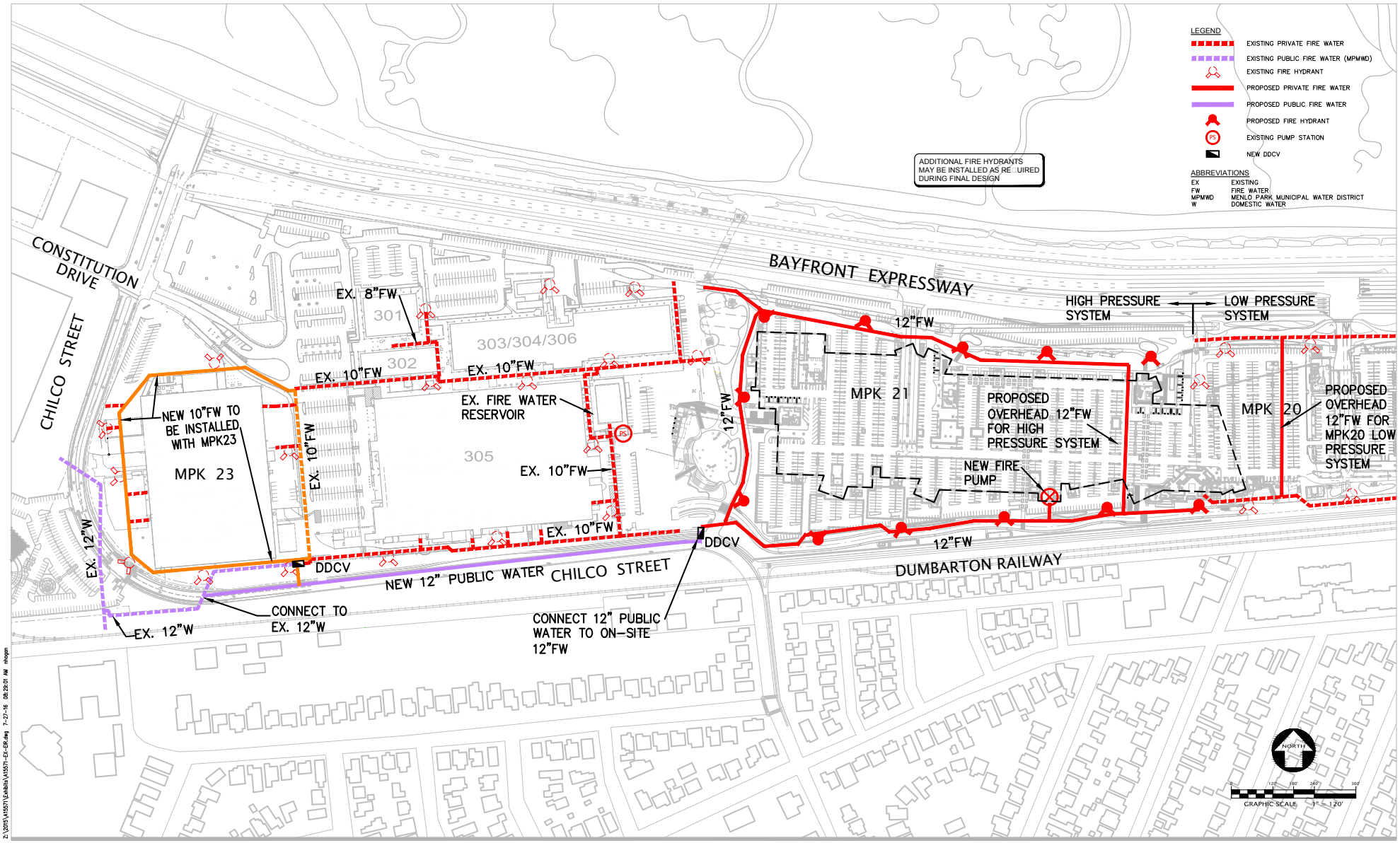

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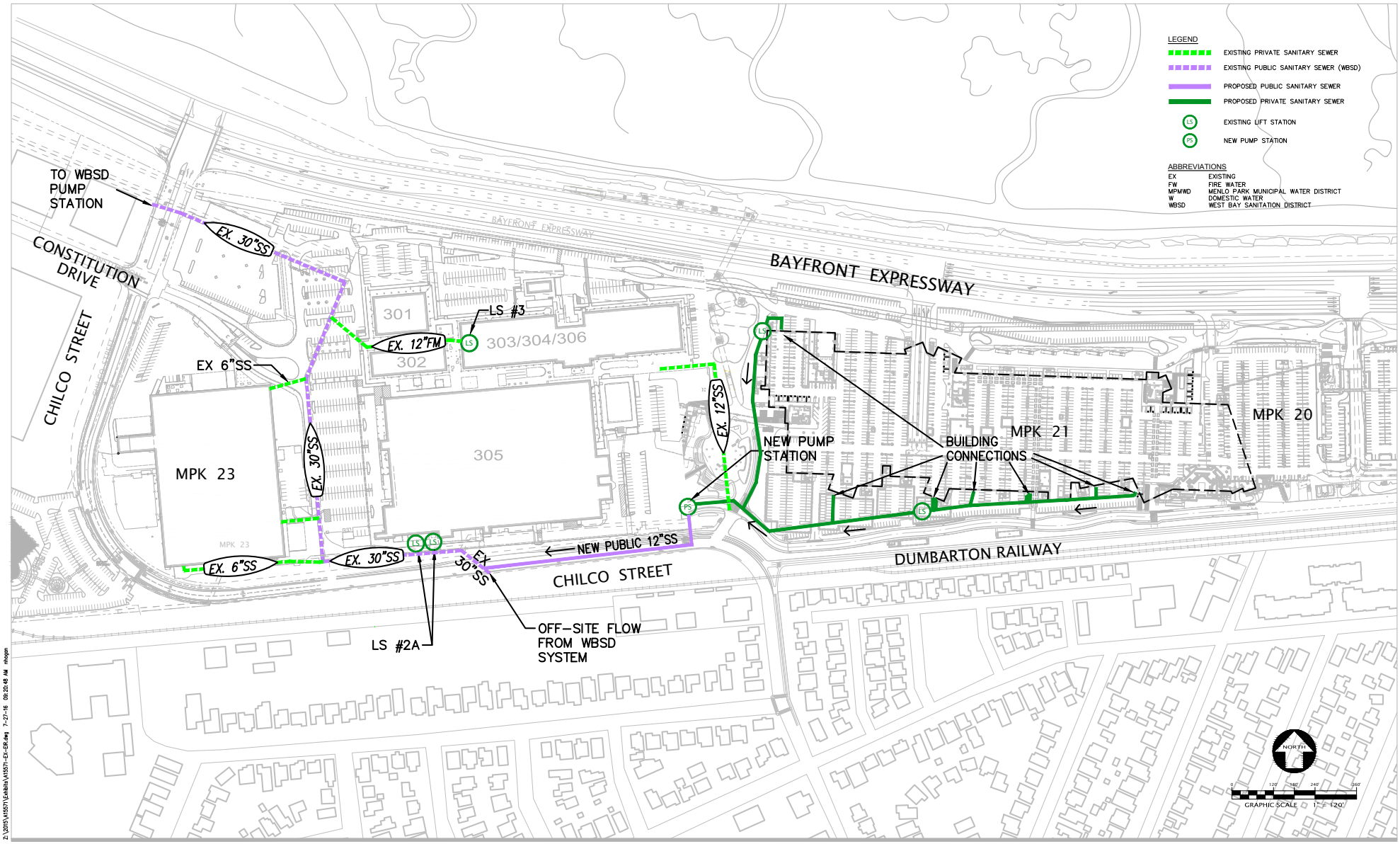

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Facebook Campus Expansion

Facebook Building 21, 22 & Hotel Site
300-309 Constitution Drive

TITLE

PARKING LEVEL PLAN
AFTER MPK 21
CONSTRUCTION
PROPOSED SANITARY
SEWER SYSTEM

PROJECT NUMBER
2015-007

SCALE
1" = 120'

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
C-005

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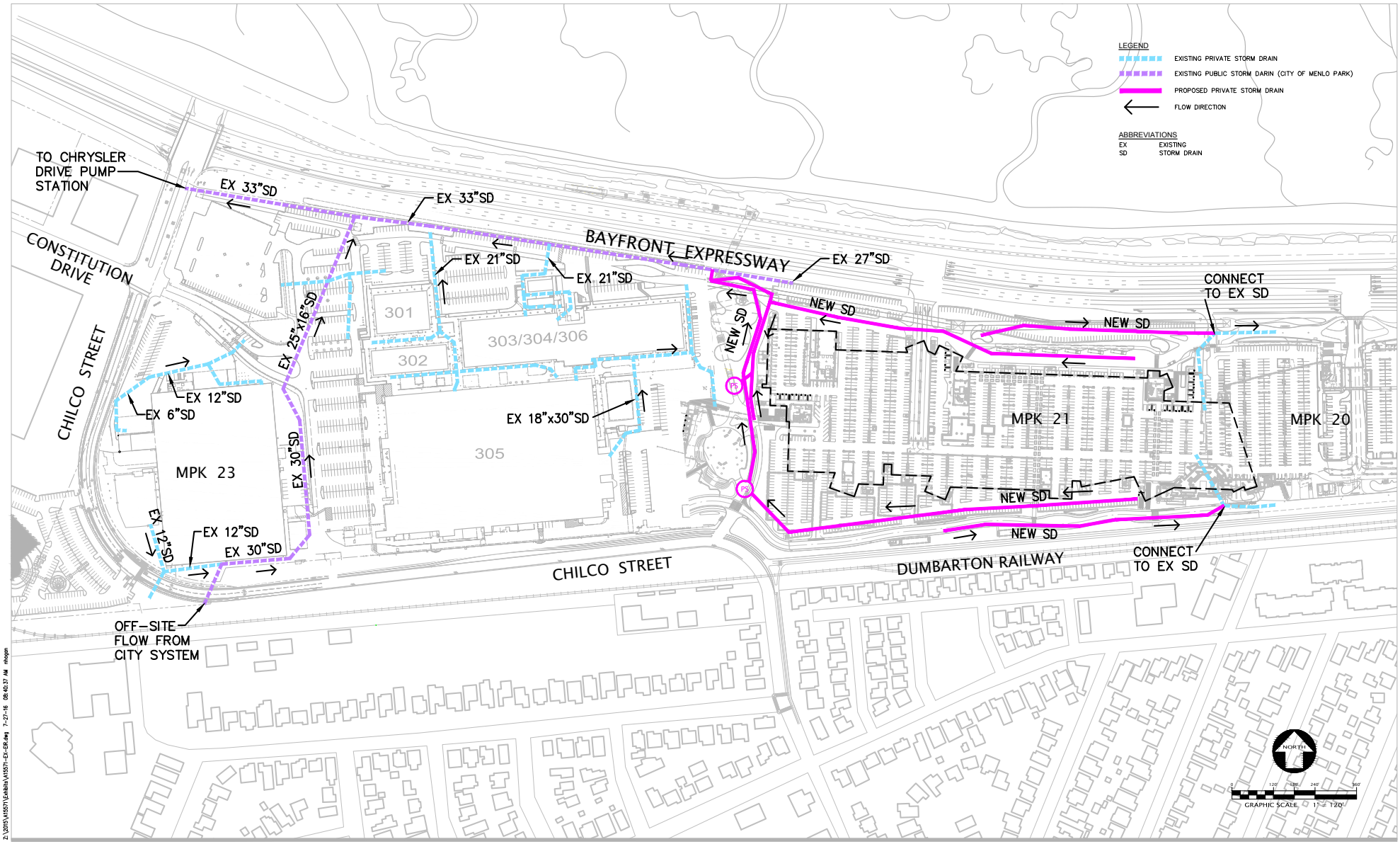

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TITLE

PARKING LEVEL PLAN
AFTER MPK 21
CONSTRUCTION
PROPOSED STORM
DRAIN SYSTEM

PROJECT NUMBER
2015-007

SCALE
1" = 120'

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
C-006

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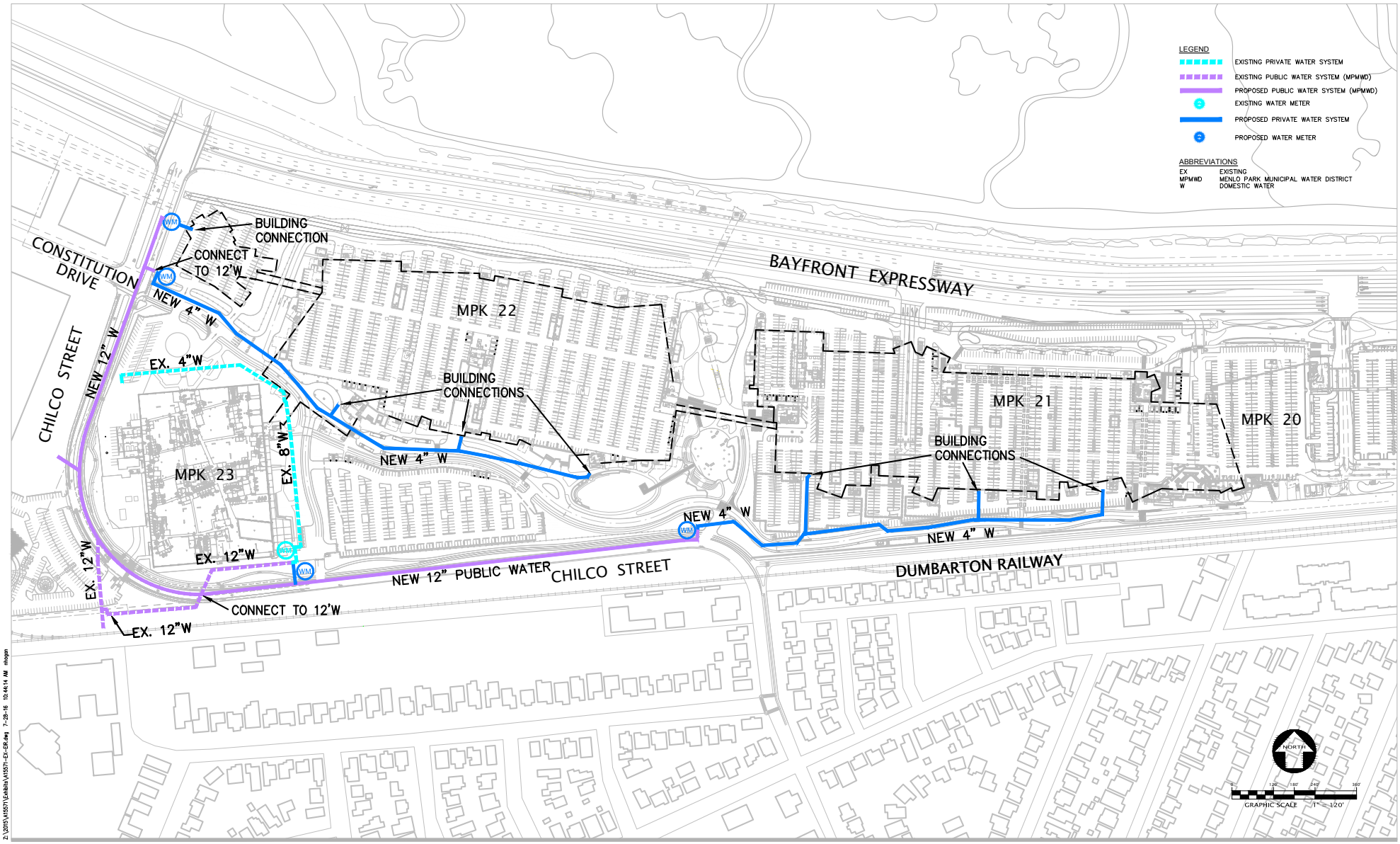

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TITLE

PARKING LEVEL PLAN
TE SITE

PROPOSED DOMESTIC
WATER SYSTEM

PROJECT NUMBER
2015-007

SCALE
1" = 120'

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
C-007

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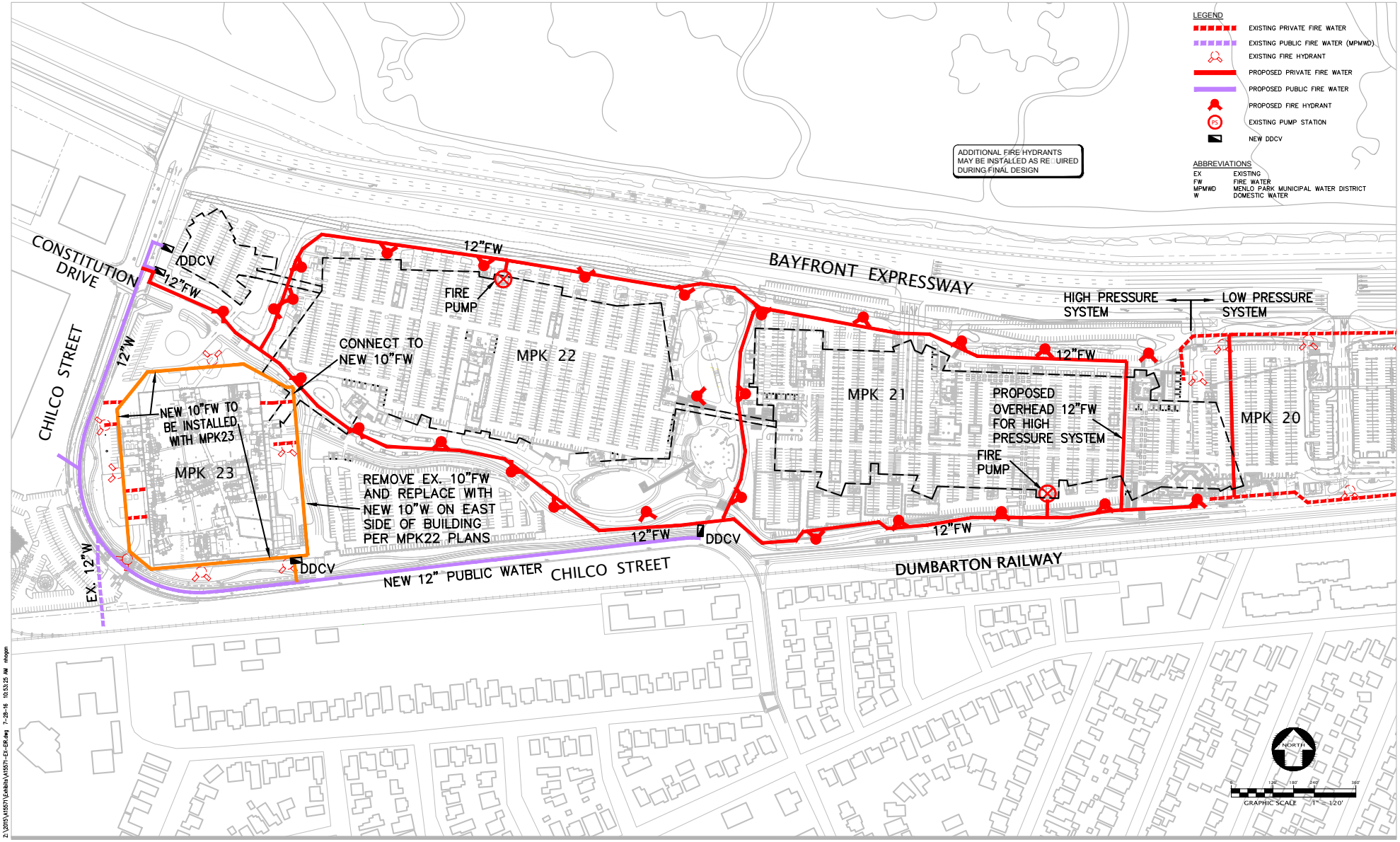

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TITLE

PARKING LEVEL PLAN
TE SITE

PROPOSED FIRE WATER SYSTEM

PROJECT NUMBER
2015-007

SCALE
1" = 120'

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
C-00□

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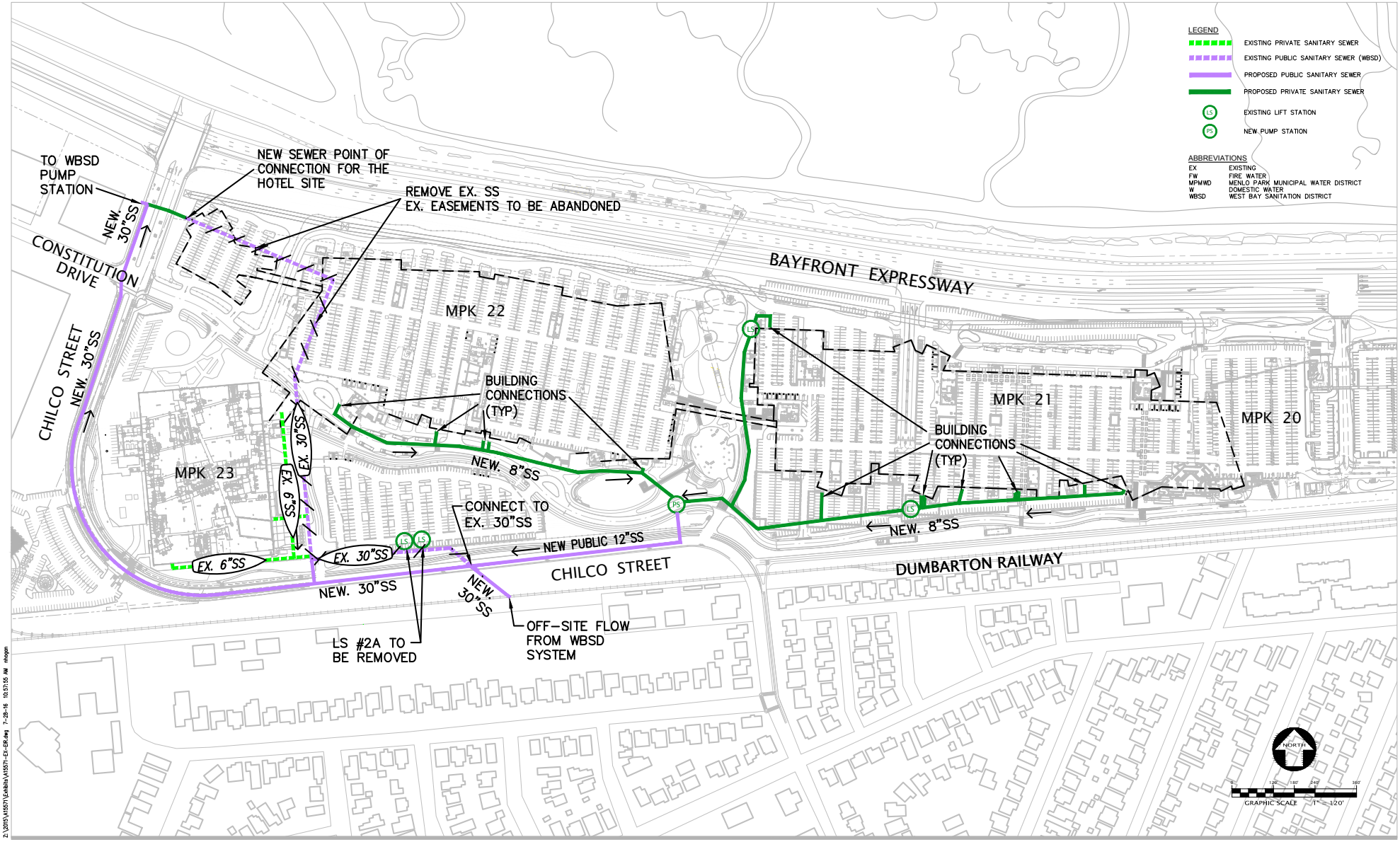

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TITLE

PARKING LEVEL PLAN
TE SITE

PROPOSED SANITARY SEWER SYSTEM

PROJECT NUMBER
2015-007

SCALE
1" = 120'

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
C-009

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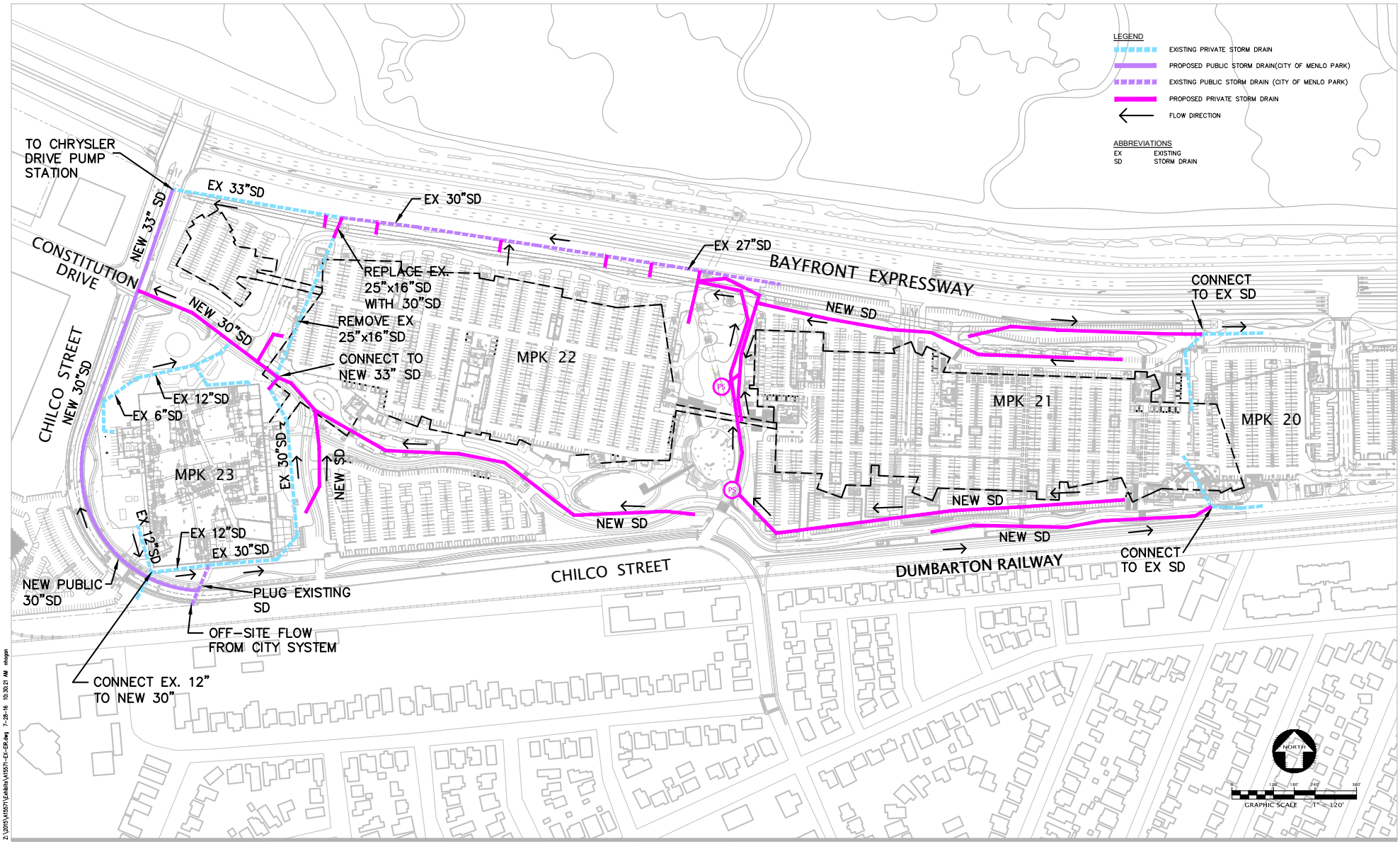

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TITLE

PARKING LEVEL PLAN
TE SITE

PROPOSED STORM DRAIN SYSTEM

PROJECT NUMBER
2015-007

SCALE
1" = 120'

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
C-010

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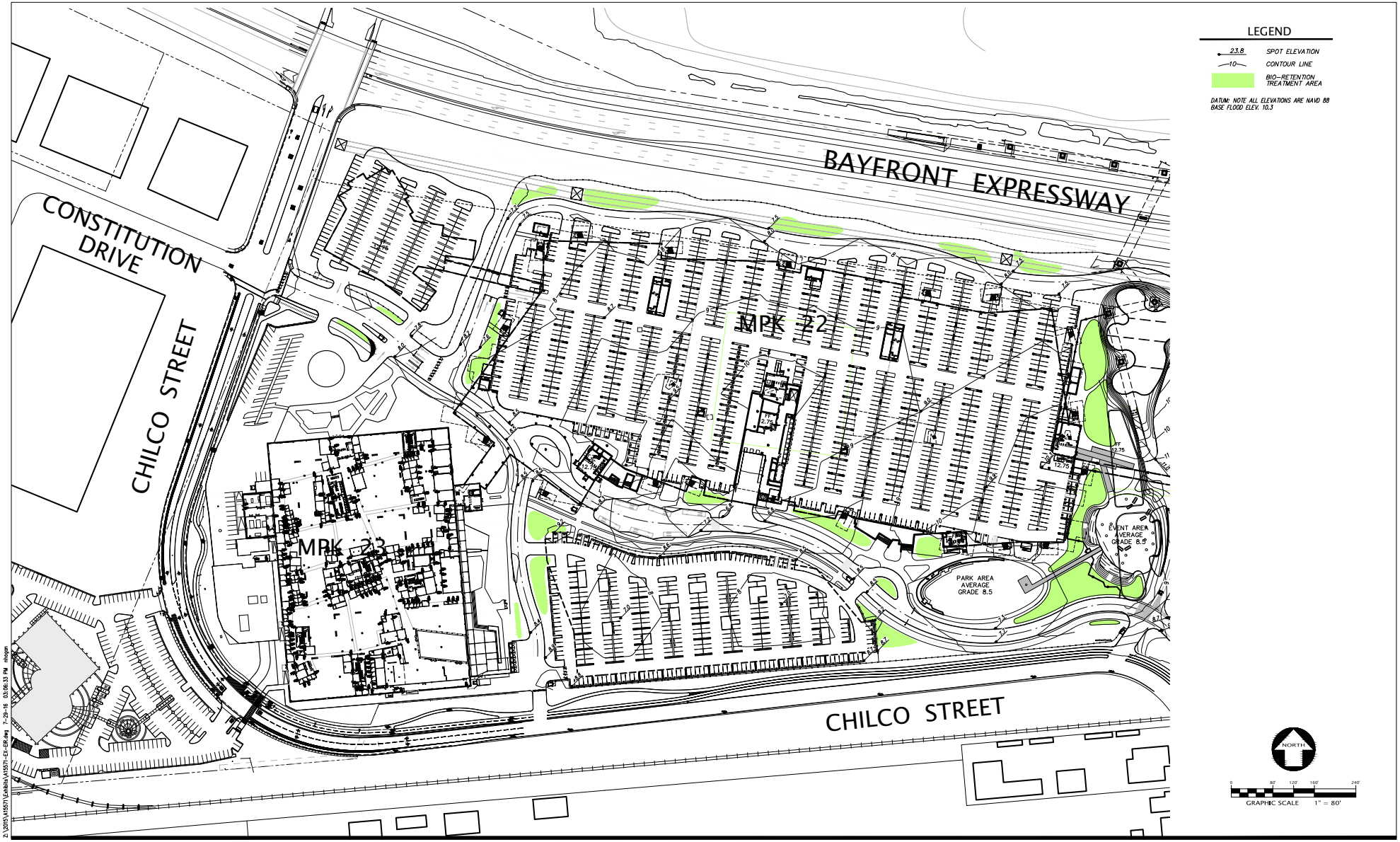

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TITLE

PARKING LEVEL PLAN
TE SITE

OVERALL GRADING PLAN

PROJECT NUMBER
2015-007

SCALE
1" = 0'

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
C-011

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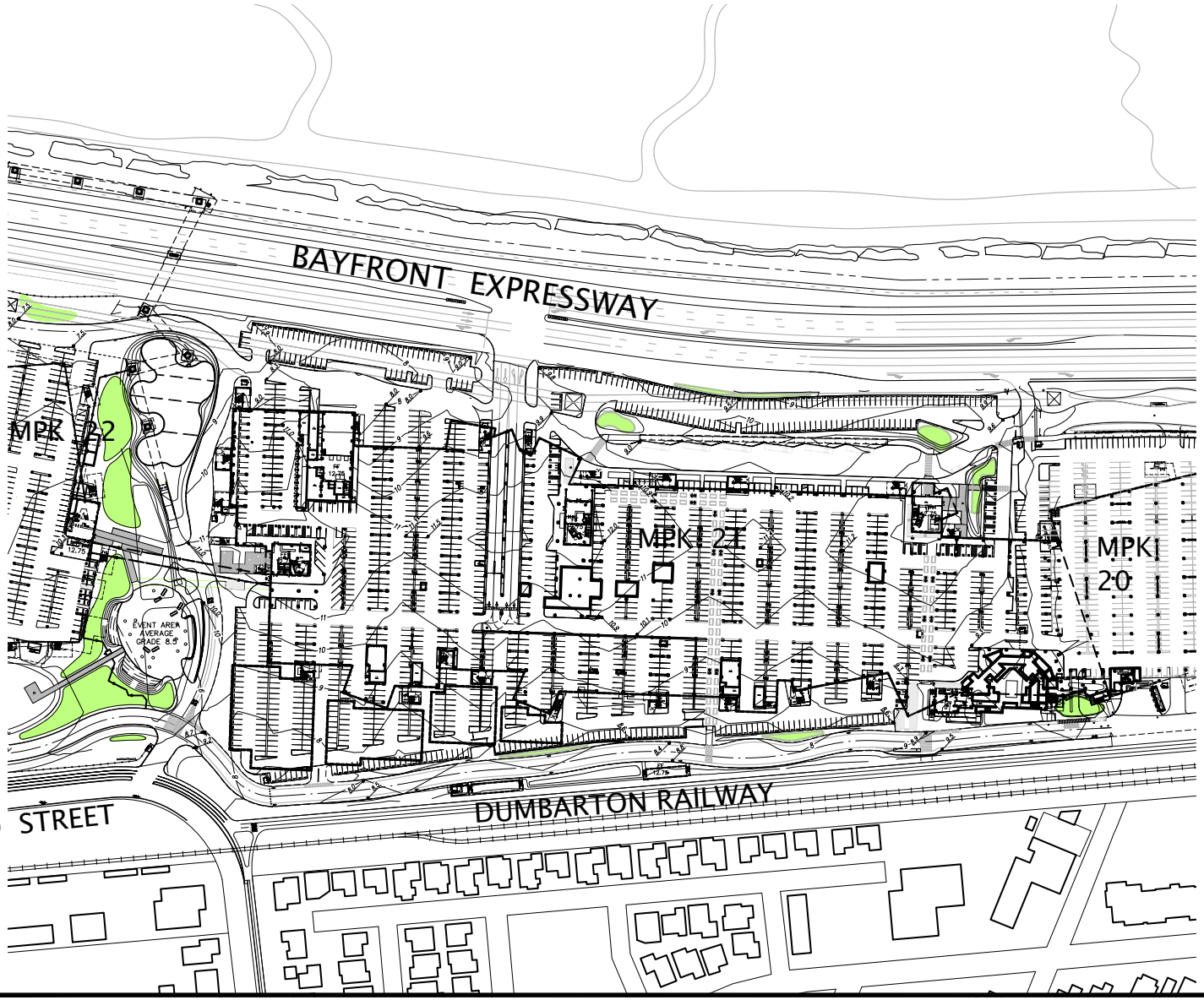

LEGEND

23.8 SPOT ELEVATION

10 CONTOUR LINE

BIO-RETENTION TREATMENT AREA

DATUM: NOTE ALL ELEVATIONS ARE NAVD 88
BASE FLOOD ELEV. 10.3

NORTH

0 60' 120' 180' 240'

GRAPHIC SCALE 1" = 80'

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TITLE

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TE SITE

OVERALL GRADING PLAN

PROJECT NUMBER
2015-007

SCALE
1" = 0'

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
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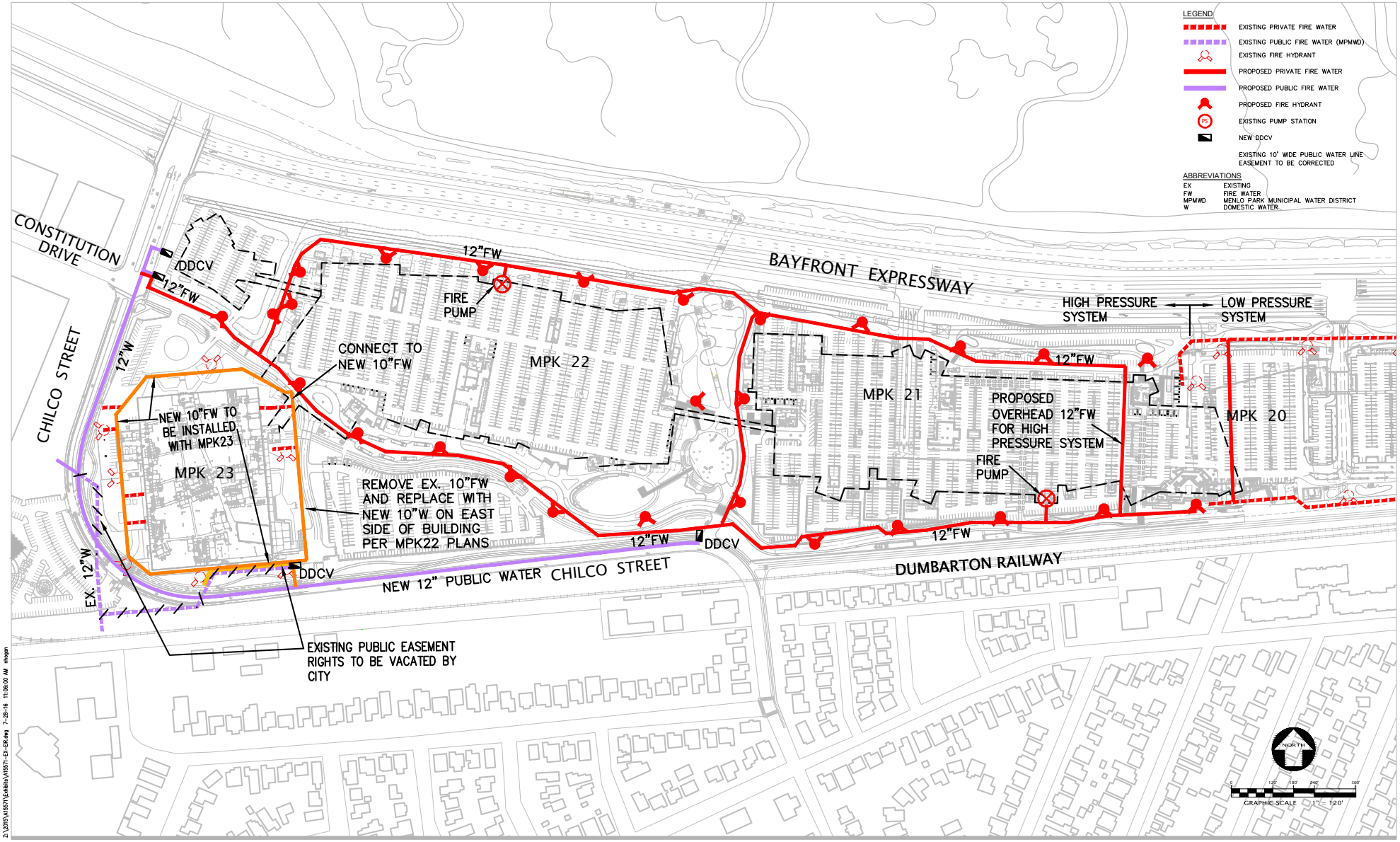

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TITLE
WATERLINE EASEMENT EXHIBIT

PROJECT NUMBER
2015-007

SCALE
1" = 120'

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
C-013

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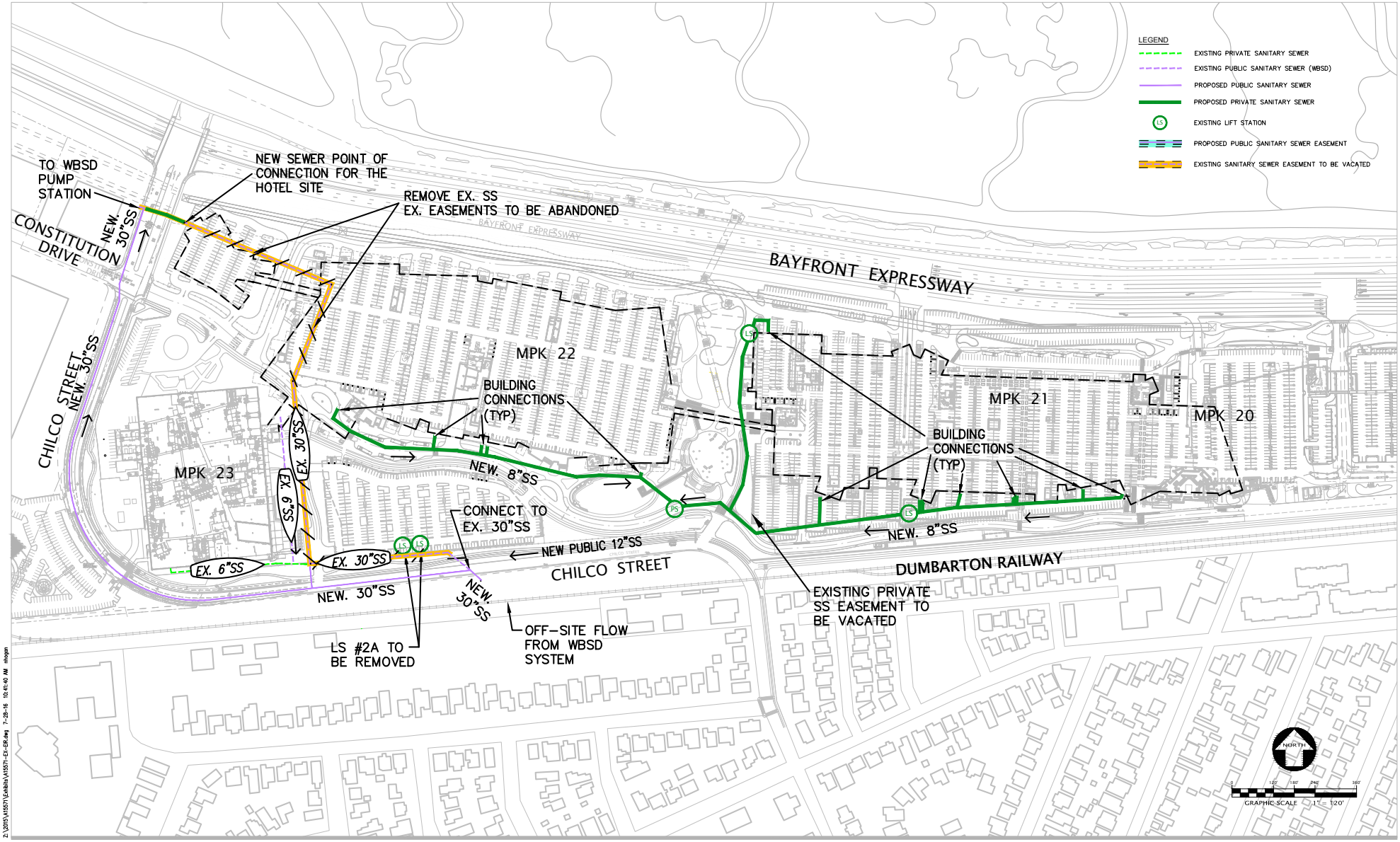

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TITLE
SANITARY SEWER EASEMENT EXHIBIT

PROJECT NUMBER
2015-007

SCALE
1" = 120'

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
C-014

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MPK-21 STORMWATER TREATMENT ANALYSIS

Site Level

TYPE	TOTAL AREA (SQ.FT.)	PERVIOUS (SQ. FT.)	IMPERVIOUS SURFACE (SQ.FT.)	% IMPERVIOUS
Impervious Paving	556,117		556,117	
Pervious Landscape	156,025	156,025		
Total Site Level	**712,142**	**156,025**	**556,117**	**78%**
Roof and Terrace Level				
Impervious Paving	277,014		277,014	
Total Roof and Terrace Levels	**277,014**	**0**	**277,014**	**100%**
MPK-21 TOTAL	**989,156**	**156,025**	**833,131**	**84%**

MPK-22 STORMWATER TREATMENT ANALYSIS

Site Level

TYPE	TOTAL AREA (SQ.FT.)	PERVIOUS (SQ. FT.)	IMPERVIOUS SURFACE (SQ.FT.)	% IMPERVIOUS
Impervious Paving	590,239		590,239	
Pervious Softscape	121,151	121,151		
Total Site Level	**711,390**	**121,151**	**590,239**	**83%**
Roof and Terrace Level				
Impervious Paving	368,804		368,804	
Total Roof and Terrace Levels	**368,804**	**0**	**368,804**	**100%**
MPK-22 TOTAL	**1,080,194**	**121,151**	**959,043**	**89%**

MPK-23 STORMWATER TREATMENT ANALYSIS

Site Level

TYPE	TOTAL AREA (SQ.FT.)	PERVIOUS (SQ. FT.)	IMPERVIOUS SURFACE (SQ.FT.)	% IMPERVIOUS
Impervious Paving	120,152		120,152	
Pervious Softscape	67,342	67,342		
Total Site Level	**187,494**	**67,342**	**120,152**	**64%**
Roof Level				
Impervious Paving	179,810		179,810	
Total Roof Level	**179,810**	**0**	**179,810**	**100%**
MPK-23 TOTAL	**367,304**	**67,342**	**299,962**	**82%**

***PG&E SUB STATION =16,503 SQ.FT**

HOTEL STORMWATER TREATMENT ANALYSIS

Site Level

TYPE	TOTAL AREA (SQ.FT.)	PERVIOUS (SQ. FT.)	IMPERVIOUS SURFACE (SQ.FT.)	% IMPERVIOUS
Impervious Paving	77,054		77,054	
Pervious Softscape	26,220	26,220		
Total Site Level	**103,274**	**26,220**	**77,054**	**75%**
Roof and Terrace Level				
Impervious Paving	0		0	
Total Roof and Terrace Levels	**0**	**0**	**0**	**0%**
HOTEL TOTAL	**103,274**	**26,220**	**77,054**	**75%**

TE SITE PLAN TOTAL	**2,539,928**	**370,738**	**2,169,190**	**85%**

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TITLE
PARKING LEVEL PLAN

EXISTING CONDITIONS

PROJECT NUMBER
2015-007

SCALE
N/A

ORIGINAL SHEET SIZE:
24" x 36"

SHEET NUMBER
C-015

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MPK-21 STORMWATER TREATMENT ANALYSIS

Site Level

TYPE	TOTAL AREA (SQ.FT.)	PERVIOUS (SQ. FT.)	IMPERVIOUS SURFACE (SQ.FT.)	% IMPERVIOUS
Pervious Paving	0	0		
Impervious Paving	347,461		347,461	
Pervious Landscape	196,122	196,122		
Total Site Level	**543,583**	**196,122**	**347,461**	**64%**
Roof and Terrace Level				
Impervious Paving	307,836		307,836	
Pervious Softscape	109,462	109,462		
Total Roof and Terrace Levels	**417,298**	**109,462**	**307,836**	**74%**
MPK-21 TOTAL	**960,881**	**305,584**	**655,297**	**68%**

MPK-22 STORMWATER TREATMENT ANALYSIS

Site Level

TYPE	TOTAL AREA (SQ.FT.)	PERVIOUS (SQ. FT.)	IMPERVIOUS SURFACE (SQ.FT.)	% IMPERVIOUS
Pervious Paving	0	0		
Impervious Paving	374,731		374,731	
Pervious Softscape	219,729	219,729		
Total Site Level	**594,460**	**219,729**	**374,731**	**63%**
Roof and Terrace Level				
Impervious Paving	413,527		413,527	
Pervious Softscape	72,207	72,207		
Total Roof and Terrace Levels	**485,734**	**72,207**	**413,527**	**85%**
MPK-22 TOTAL	**1,080,194**	**291,936**	**788,258**	**73%**

MPK-23 STORMWATER TREATMENT ANALYSIS

Site Level

TYPE	TOTAL AREA (SQ.FT.)	PERVIOUS (SQ. FT.)	IMPERVIOUS SURFACE (SQ.FT.)	% IMPERVIOUS
Pervious Paving	0	0		
Impervious Paving	120,152		120,152	
Pervious Softscape	67,342	67,342		
Total Site Level	**187,494**	**67,342**	**120,152**	**64%**
Roof Level				
Impervious Paving	179,810		179,810	
Pervious Softscape	0	0	0	
Total Roof Level	**179,810**	**0**	**179,810**	**100%**
MPK-23 TOTAL	**367,304**	**67,342**	**299,962**	**82%**

HOTEL STORMWATER TREATMENT ANALYSIS

Site Level

TYPE	TOTAL AREA (SQ.FT.)	PERVIOUS (SQ. FT.)	IMPERVIOUS SURFACE (SQ.FT.)	% IMPERVIOUS
Pervious Paving	0	0		
Impervious Paving	44,661		44,661	
Pervious Softscape	20,536	20,536		
Total Site Level	**65,197**	**20,536**	**44,661**	**69%**
Roof and Terrace Level				
Impervious Paving	38,077		38,077	
Pervious Softscape	0	0		
Total Roof and Terrace Levels	**38,077**	**0**	**38,077**	**100%**
HOTEL TOTAL	**103,274**	**20,536**	**82,738**	**80%**
TE PROPOSED SITE PLAN TOTAL	**2,539,927**	**686,552**	**1,853,376**	**73%**

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TITLE

PARKING LEVEL PLAN
TE SITE

PROPOSED CONDITIONS

PROJECT NUMBER
2015-007

SCALE
1" = ±0'

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SHEET NUMBER
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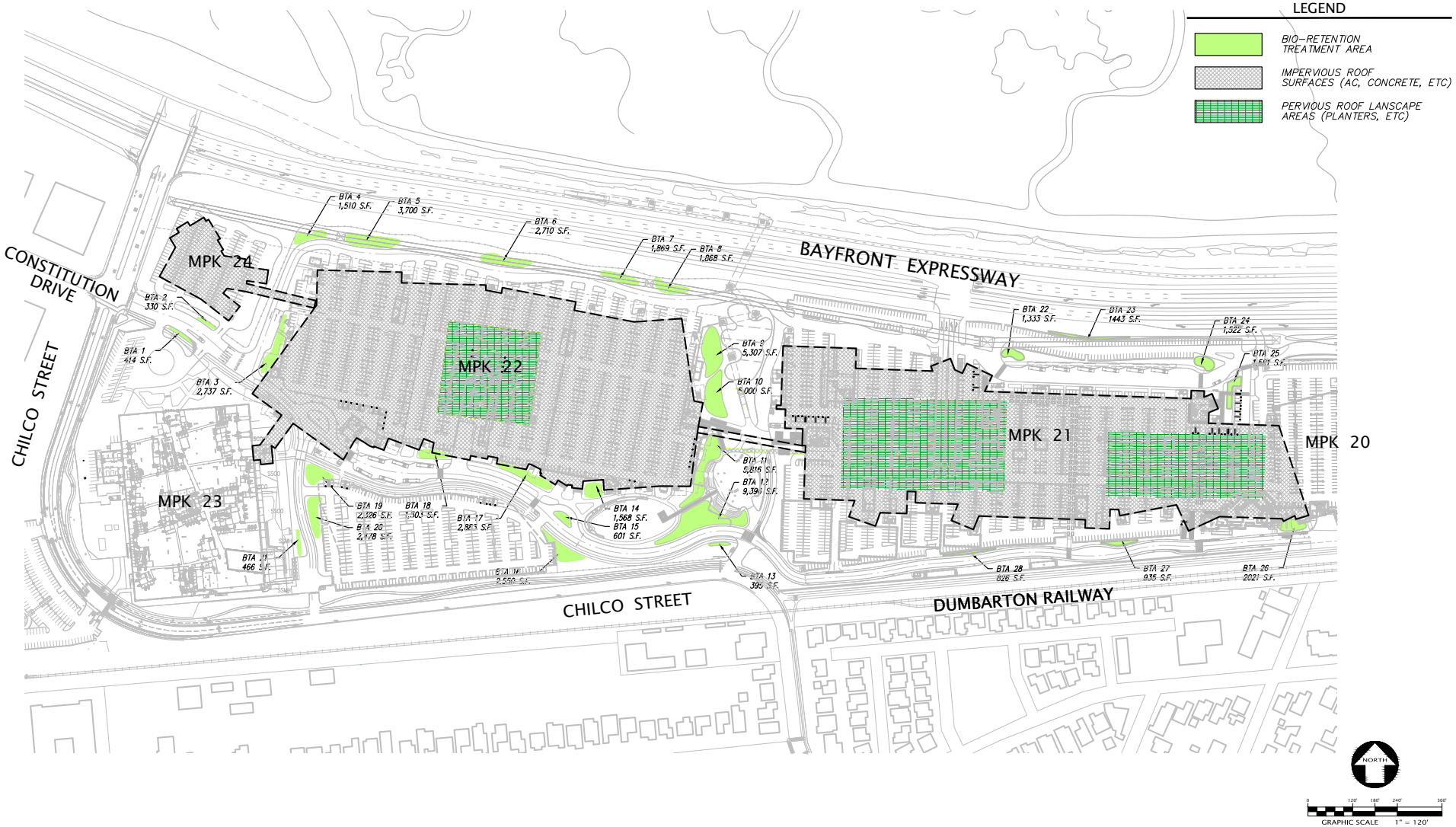

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TITLE
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TE SITE

STORMWATER TREATMENT PLAN

PROJECT NUMBER
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SCALE
1" = 120'

ORIGINAL SHEET SIZE:
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SHEET NUMBER
C-017

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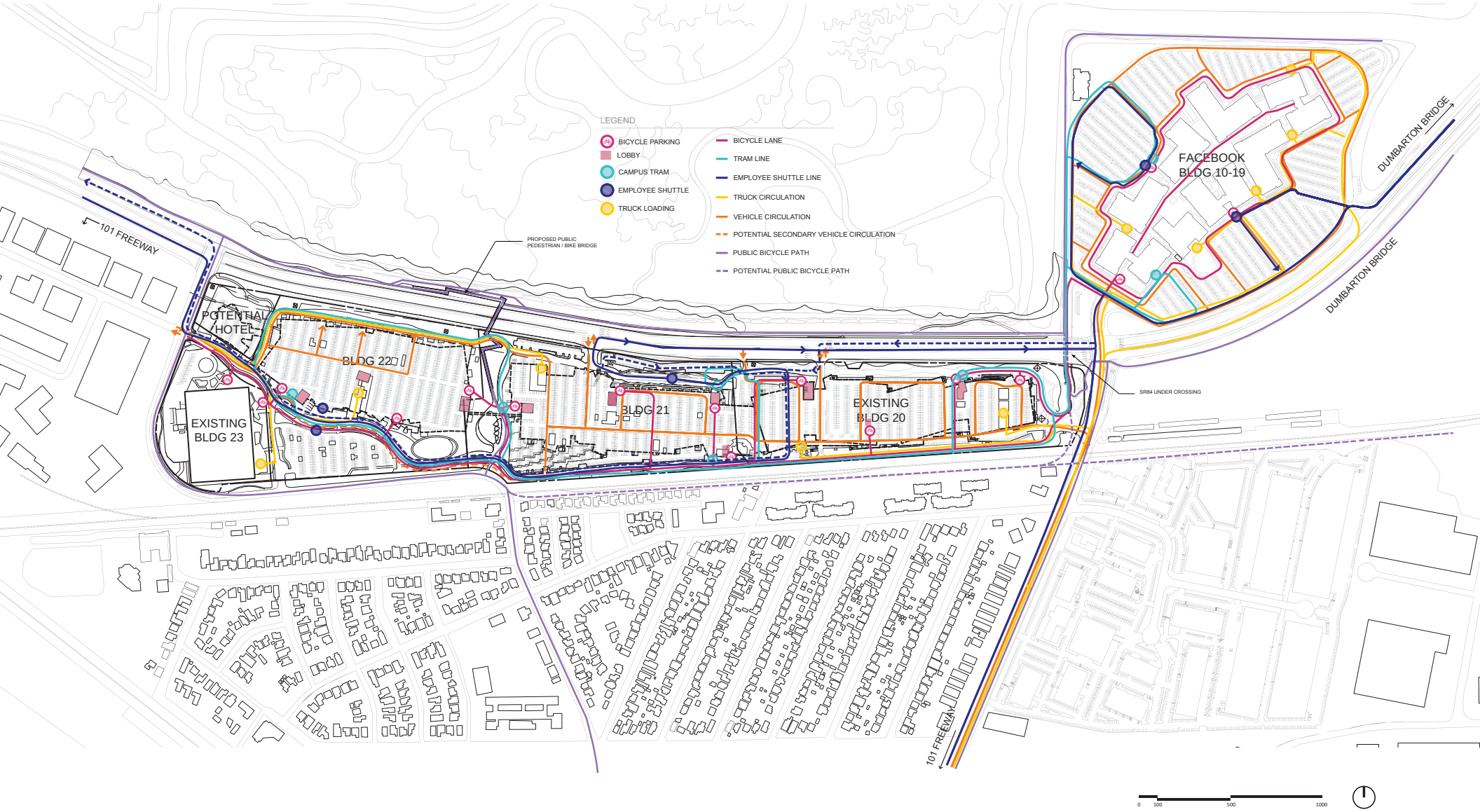
TRAFFIC

	DRAWING SHEET INDEX	SOURCE	EIR MATRIX DATA	SCALE	7/17/2015	7/28/2015	8/1/2015	8/7/2015	8/19/2015	8/31/2015	9/2/2015	9/14/2015	9/25/2015	9/28/2015	10/2/2015	10/8/2015	10/23/2015	11/4/2015	11/13/2015	2/23/2016	2/26/2016	3/1/2016	3/1/2016	3/4/2016
SHEET #	**SHEET TITLE**																							
T0	**TRAFFIC INFORMATION**																							
T0-01	CIRCULATION DIAGRAM OVERLAY	GP/F&P	**B3**	NTS	●					●			●						●					●
T1	**WEST CAMPUS TRAFFIC DIAGRAMS**																							
T1-01	INTERNAL VEHICLE ACCESS	GP/F&P	**B3**	NTS	●					●									●					●
T1-02	INTERNAL BICYCLE CIRCULATION	GP/F&P	**B3**	NTS	●					●									●					●
T1-02.1	PUBLIC BICYCLE CIRCULATION	GP/F&P		NTS															●					●
T1-03	INTRA-CAMPUS TRAM OPERATIONS	GP/F&P	**B3,G2**	NTS	●					●									●					●
T1-04	EMPLOYEE SHUTTLE CIRCULATIONS	GP/F&P	**B3,G2**	NTS	●					●									●					●
T1-05	TRUCK ACCESS	GP/F&P	**B3**	NTS	●					●		●							●					●
T1-06	EMERGENCY VEHICLE ACCESS	GP/F&P	**B3**	NTS	●					●									●					●
T2	**REGIONAL TRAFFIC DIAGRAMS**																							
T2-01	REGIONAL VEHICULAR ACCESS	GP/F&P		NTS	●					●									●					●
T2-02	REGIONAL BICYCLE ACCESS	GP/F&P	**G3.1**	NTS	●					●	●								●					●
T2-03	REGIONAL PEDESTRIAN ACCESS	GP/F&P	**G3.1**	NTS	●					●	●								●					●
T10	**REPORTS**																							
T10-01	TRANSPORTATION MANAGEMENT PLAN (REPORT)	GP/F&P	**G1,N8**	NTS				●																
T10-02	TRIP CAP	GP/F&P	**N9**	NTS				●																
T10-03	TRIP CAP	GP/F&P	**N9**	NTS				●																



Facebook Campus Expansion

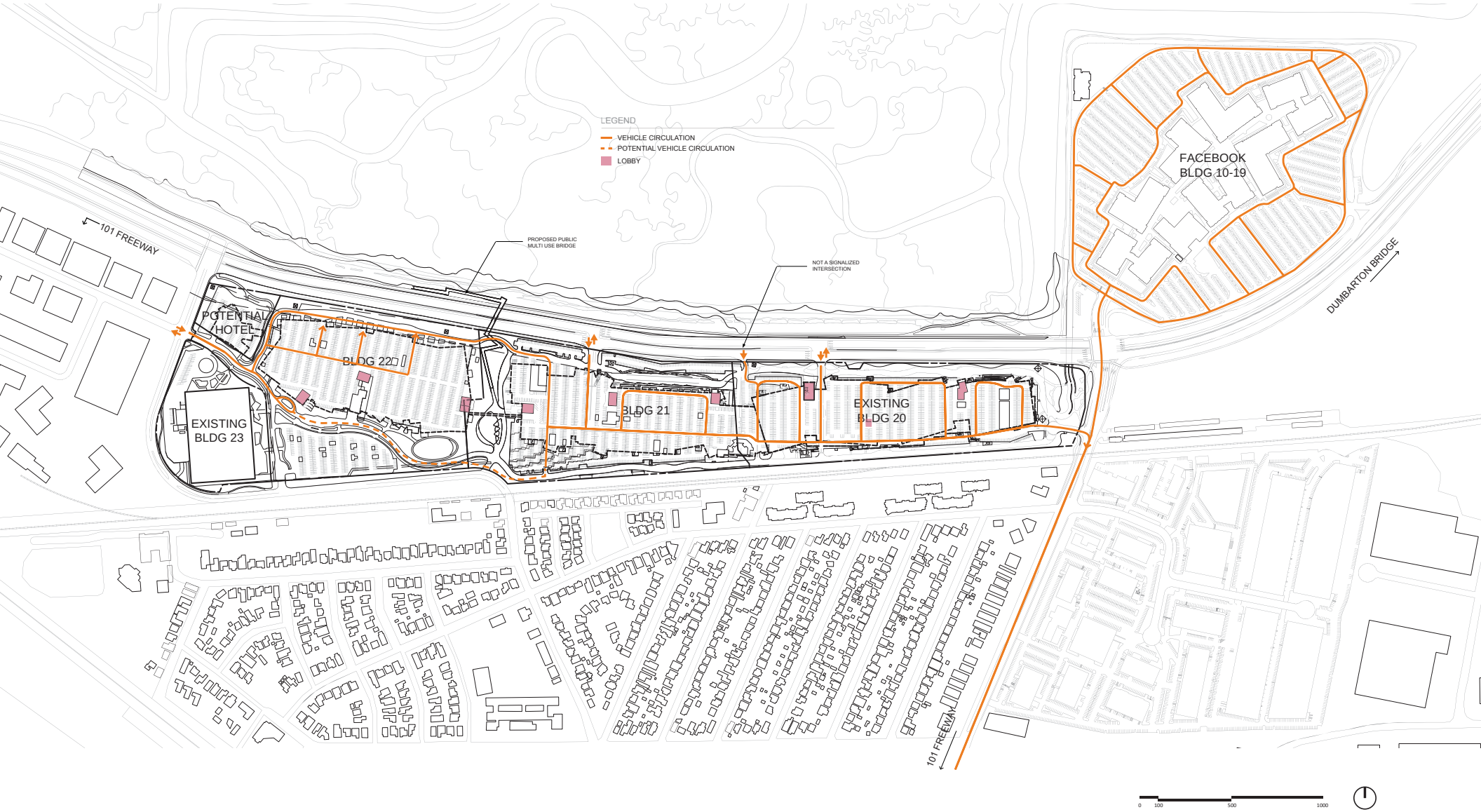
Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

CIRCULATION DIAGRAM OVERLAY **T0-01**

MARCH 04, 2016



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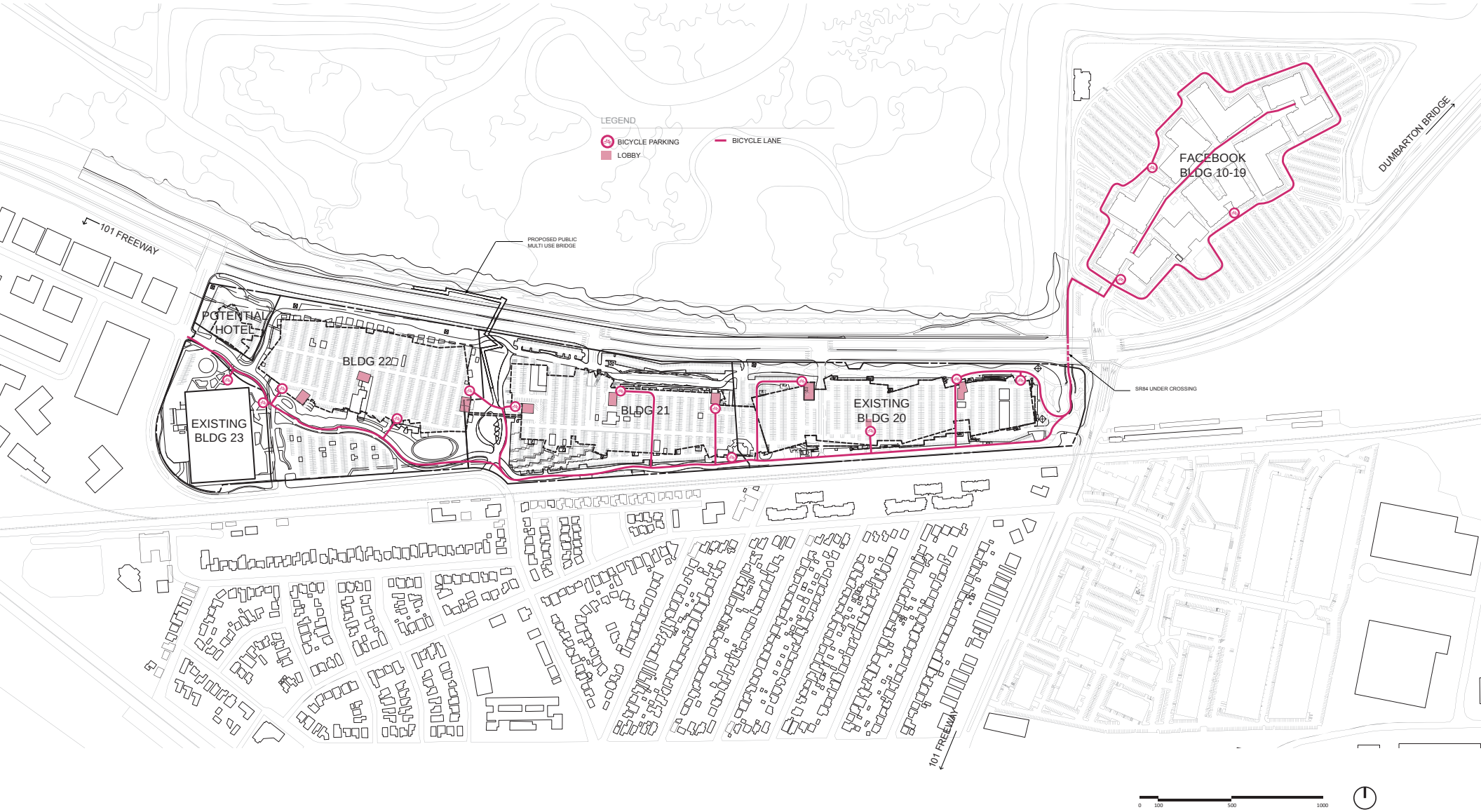
INTERNAL VEHICLE ACCESS **T1-01**

February 11, 2016



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301-309 Constitution Drive, Menlo Park, California

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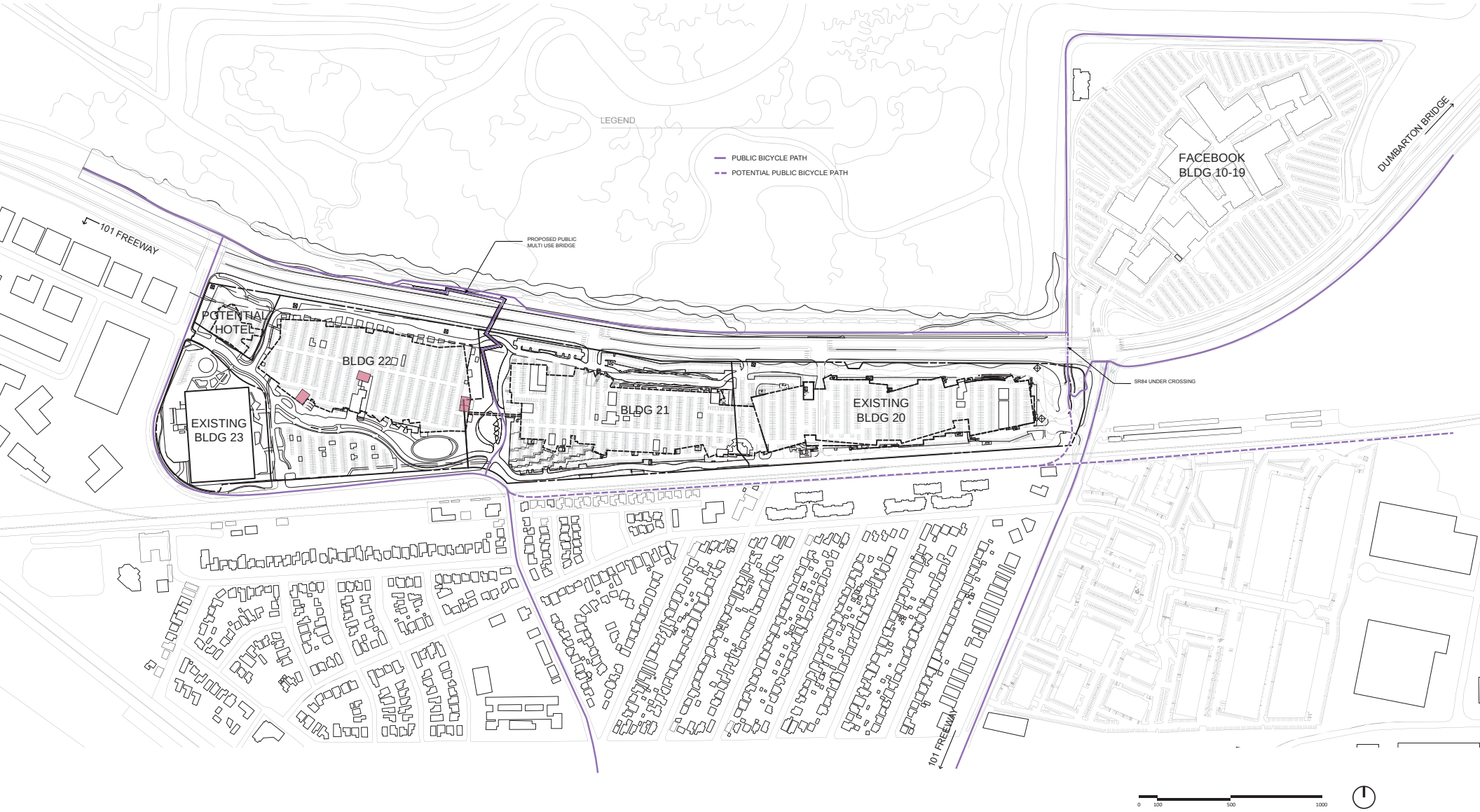
INTERNAL BICYCLE CIRCULATION **T1-02**

February 11, 2016



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301-309 Constitution Drive, Menlo Park, California

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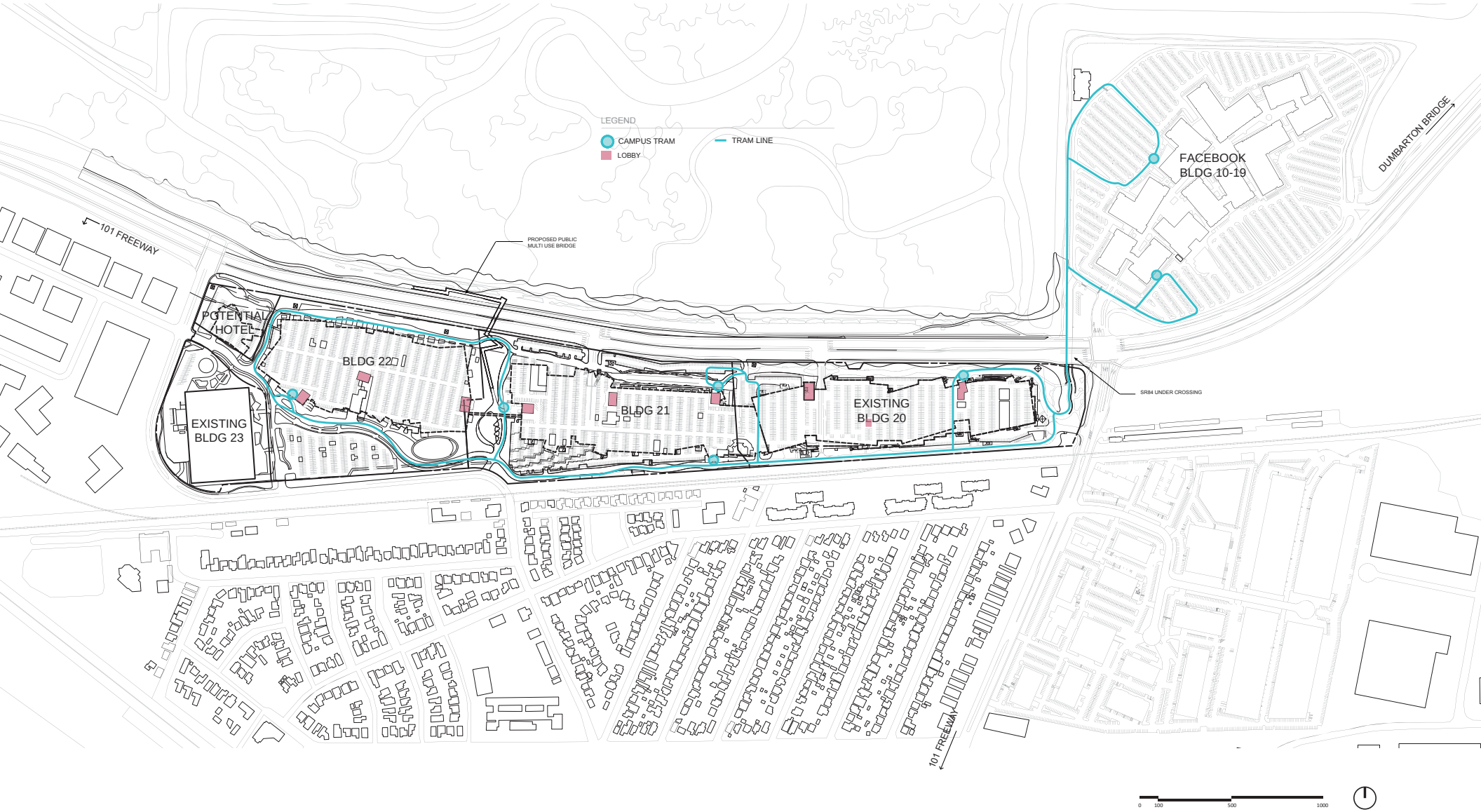
PUBLIC BICYCLE CIRCULATION **T1-02.1**

February 11, 2016



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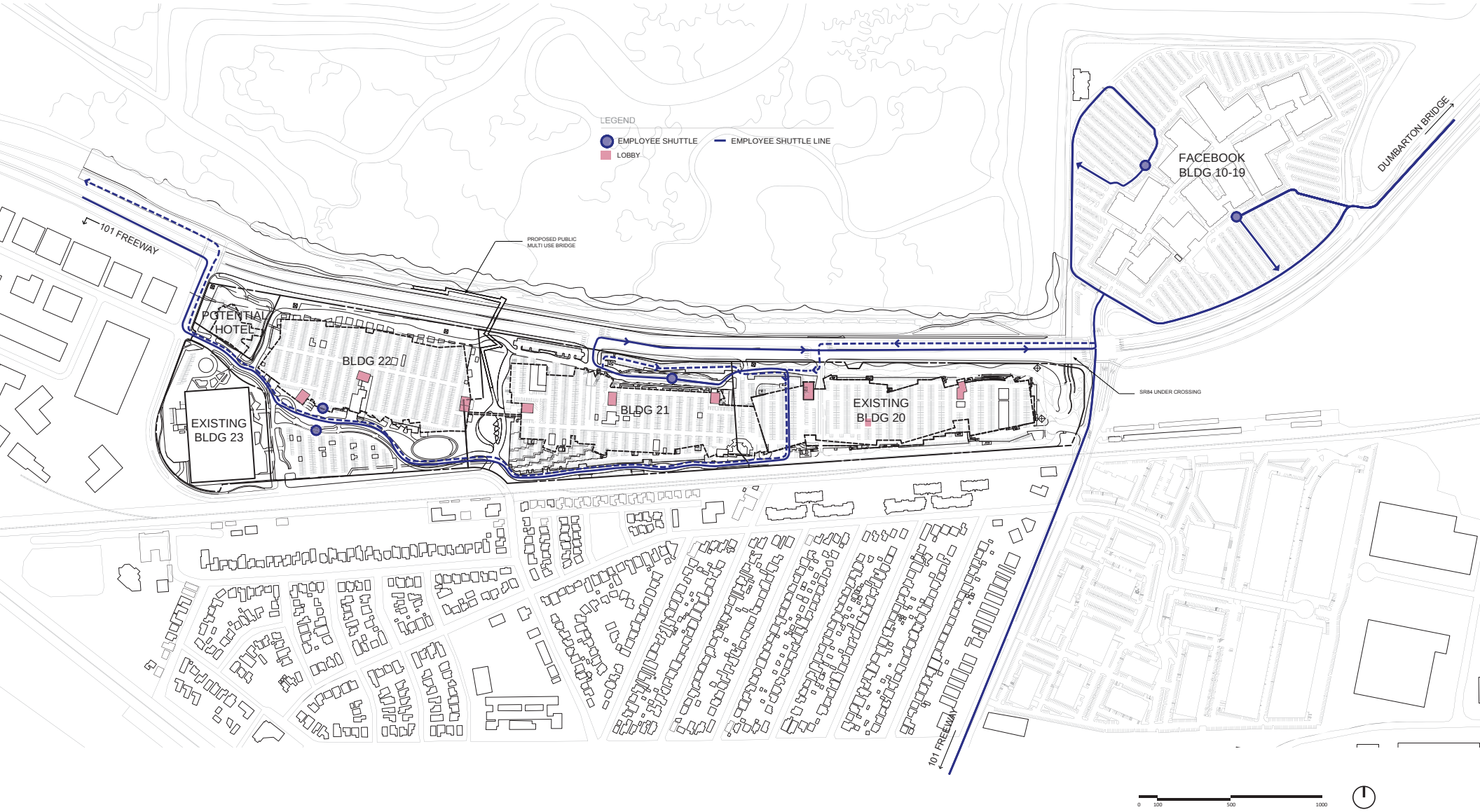
INTRA-CAMPUS TRAM OPERATIONS **T1-03**

February 11, 2016



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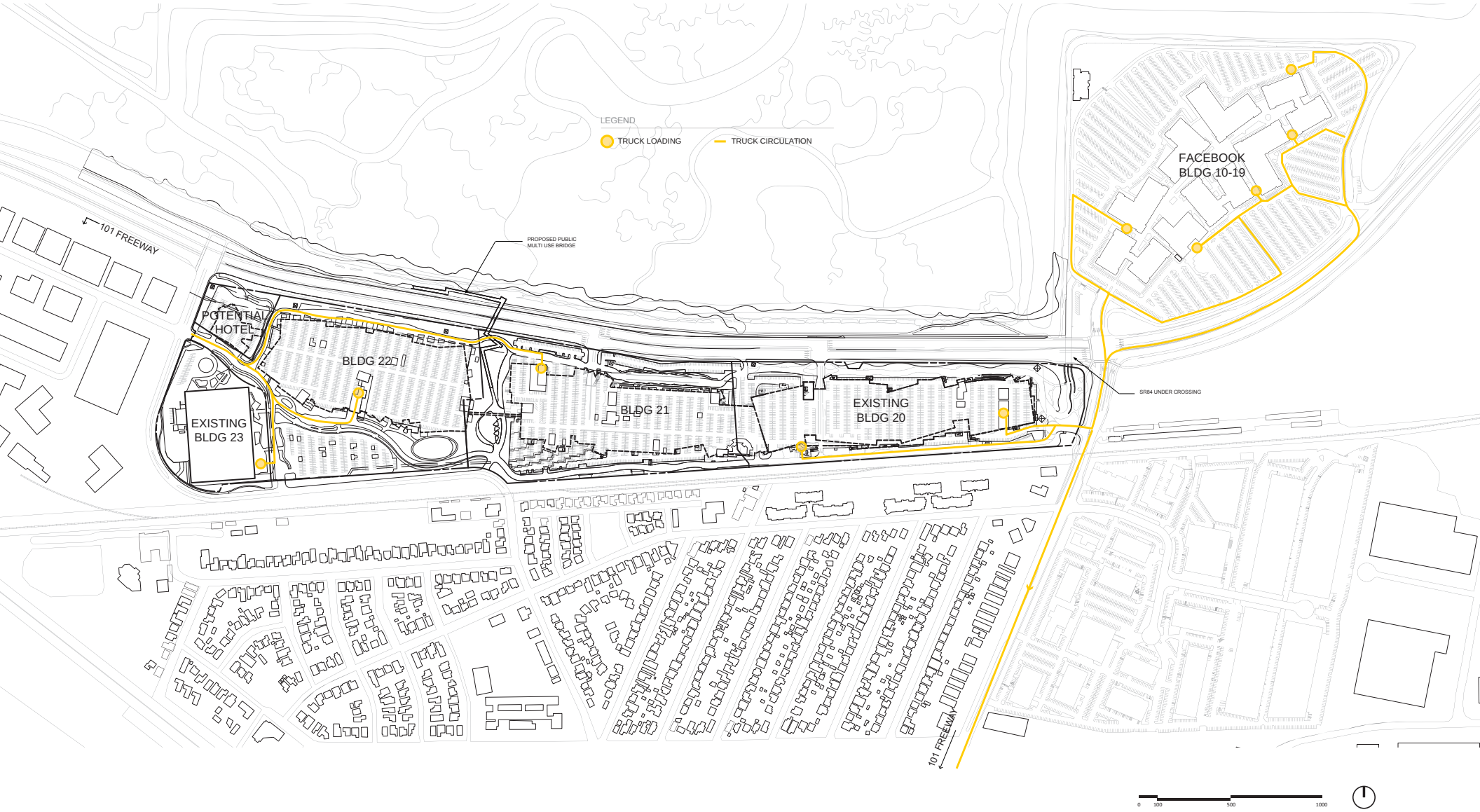
EMPLOYEE SHUTTLE CIRCULATION **T1-04**

February 11, 2016



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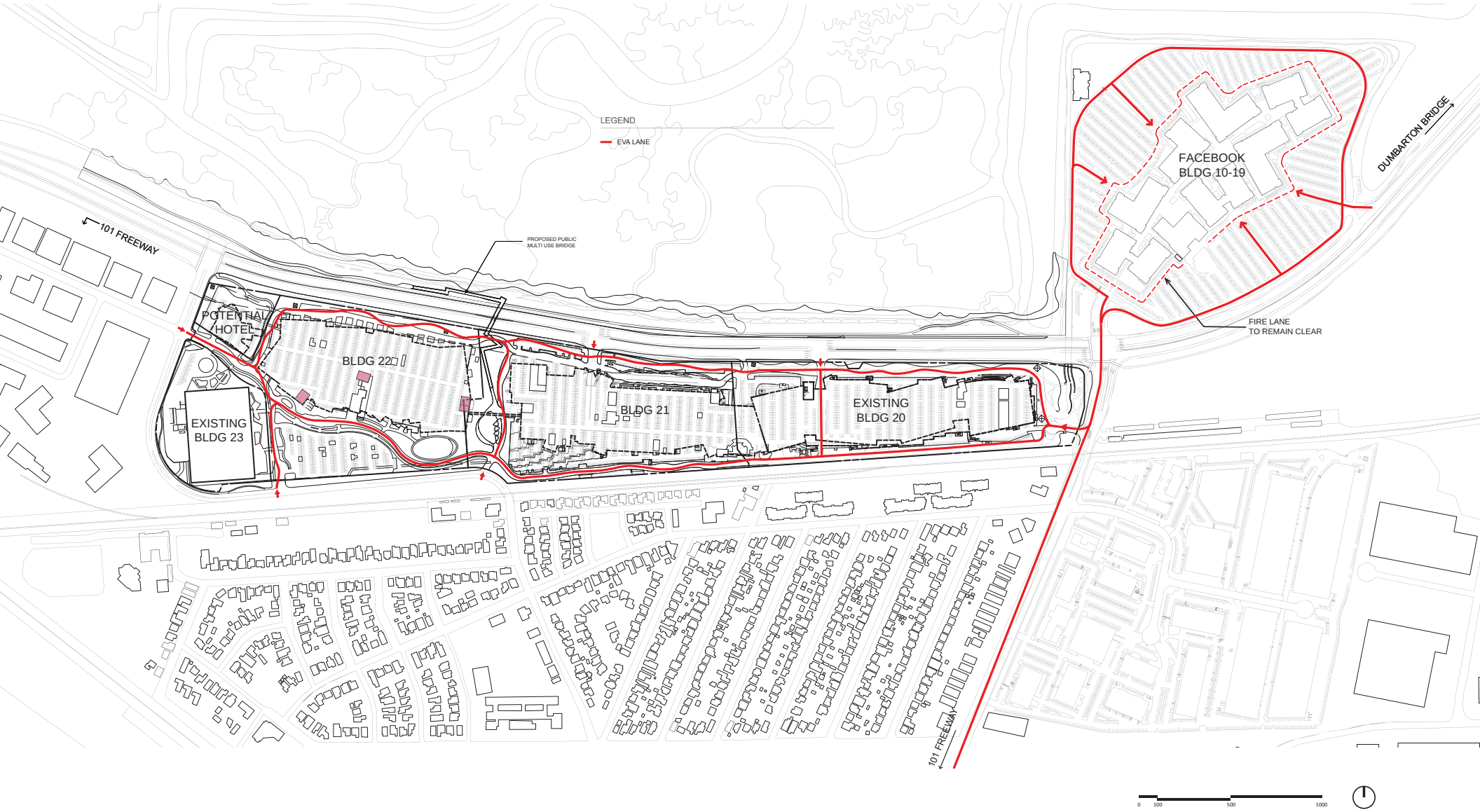
TRUCK ACCESS **T1-05**

February 11, 2016



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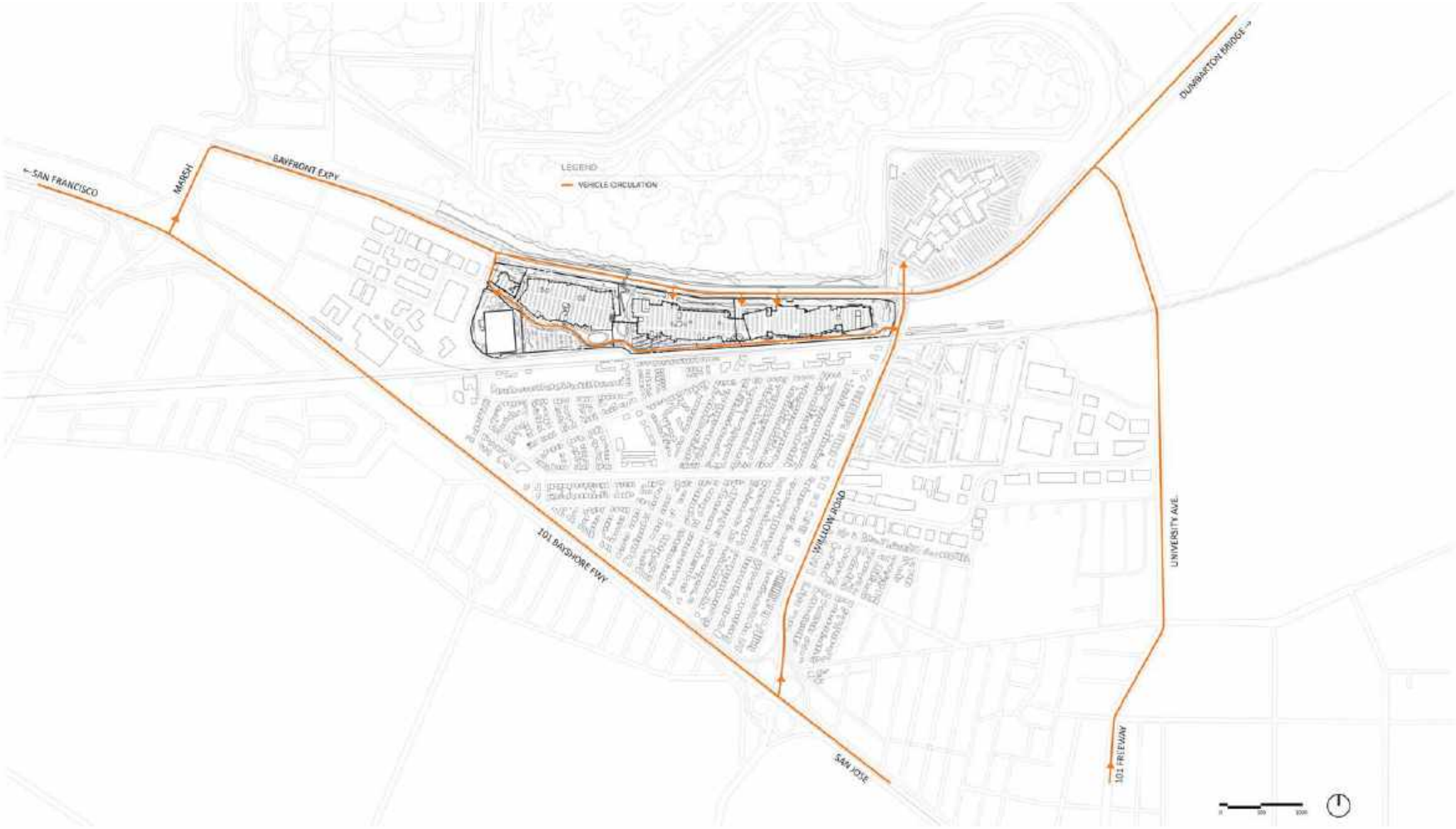
EMERGENCY VEHICLE ACCESS **T1-06**

February 11, 2016



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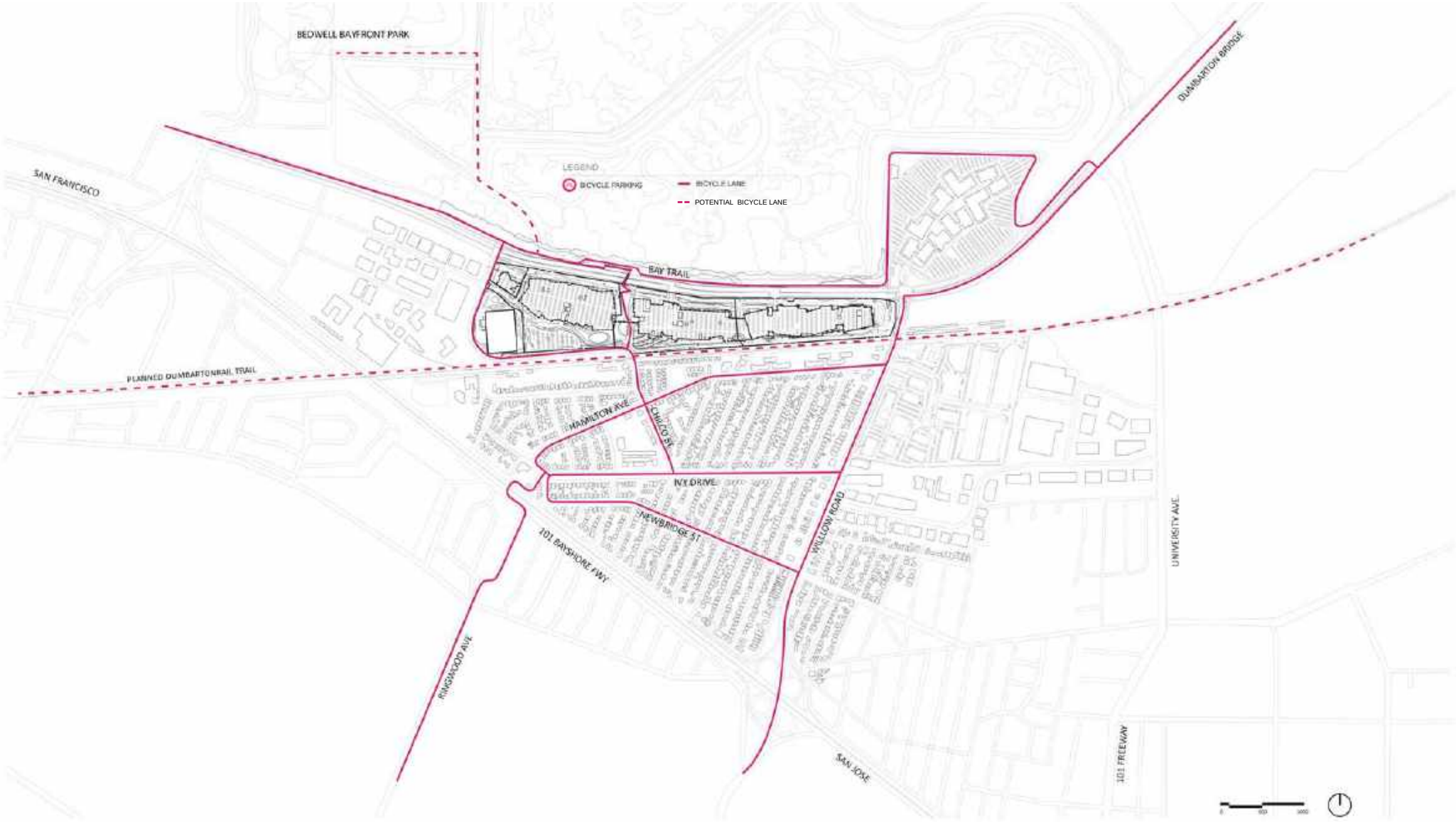
REGIONAL VEHICULAR ACCESS **T2-01**

NOVEMBER 11, 2015



Facebook Campus Expansion

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REGIONAL BICYCLE ACCESS **T2-02**

NOVEMBER 11, 2015

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

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REGIONAL PEDESTRIAN ACCESS **T2-03**

NOVEMBER 11, 2015

CONSTRUCTION

	DRAWING SHEET INDEX	SOURCE	EIR MATRIX DATA	SCALE	6/13/2015	7/25/2015	8/1/2015	8/7/2015	8/19/2015	8/31/2015
SHEET #	**SHEET TITLE**									
SHEET #	**SHEET TITLE**									
CN0	**CONSTRUCTION**									
CN-01	CONSTRUCTION EQUIPMENT TYPE	FACEBOOK	**I2**	NTS	•					
CN-02	EXPORTED & IMPORTED SOIL INFORMATION	FACEBOOK	**J1**	NTS	•					
CN-03	DEMOLITION MATERIAL DATA	FACEBOOK	**J2**	NTS	•					
CN-04	HAUL TRUCK TRIP FOR CONSTRUCTION PHASE	FACEBOOK	**J3**	NTS	•					
CN-05	EIR WATER USE PER PHASE	FACEBOOK	**J9**	NTS	•					
CN-06	STATIONARY COMBUSTION SOURCES	GP	**M1**	NTS			•			
CN-07	COMBUSTION ENGINE LOCATION PLAN	PAE	**M1**	NTS					•	
CN-08	POTENTIAL STAGING AREAS	FACEBOOK	**J10**	NTS	•					
CN-09	DATES OF PHASE CONSTRUCTION	FACEBOOK	**I1**	NTS		•				

MEMO

Date:	July 28, 2015
Project:	Facebook TE Campus
Project No.	15-1434
To:	Judith Mussel
From:	Scott Bevan, PE
Subject:	TE Campus Generator Summary
Distribution:	Kristin Ragins (GP), Ryan Patterson (FB)

This memo is intended to provide response to Item M1 of the Environmental Impact Report (EIR) Data Needs Matrix pertaining to stationary combustion sources.

EIR Data Needs Matrix, Item M1
Will there be stationary combustion sources (e.g. emergency generators, diesel-powered fire pumps)? If so, please provide the types, their horsepower, their hours of operation (hours per day and days per year), what fuel they will burn (gasoline, diesel, propane, natural gas, biofuel, etc.), and their location.

Response
Yes, stationary combustion sources anticipated are diesel generators used for emergency and standby electrical power as follows:

Facebook TE Campus Generator Summary			
	MPK21	MPK22	MPK24
Generator Quantity	2	2	1
Rated Standby Capacity (each)	500kW	500kW	500kW
Stack Height	8 in	8 in	8 in
Fuel Type	Diesel	Diesel	Diesel
Fuel Capacity	300 gallons	300 gallons	300 gallons
Fuel Consumption Rate (100% load)	37 gal/hr	37 gal/hr	37 gal/hr
Stack Diameter	6 in	6 in	6 in
Exit Gas Flow Rate	3842cfm	3842cfm	3842cfm
Exit Gas Temp	942°F	942°F	942°F
Engine Horsepower	762 HP	762 HP	762 HP
Engine Make/Model	CAT C15 DITA	CAT C15 DITA	CAT C15 DITA
Annual Hours of Operation	12 hours	12 hours	12 hours
EPA Certification	Stationary Emergency Application (Tier 2)	Stationary Emergency Application (Tier 2)	Stationary Emergency Application (Tier 2)
Emission Test Data (grams per kW-hour)	CO: 3.5 Nox + HC: 6.4 PM: 0.2	CO: 3.5 Nox + HC: 6.4 PM: 0.2	CO: 3.5 Nox + HC: 6.4 PM: 0.2
Exhaust Modifications	None	None	None

No other stationary combustion sources are anticipated.

Please contact our office with questions.

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Buildings 21, 22 & Hotel Site
301-309 Constitution Drive, Menlo Park, California
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STATIONARY COMBUSTION SOURCES | **CN-06**

SCALE = AS NOTED
AUGUST 01, 2015

COMBUSTION ENGINE LOCATION

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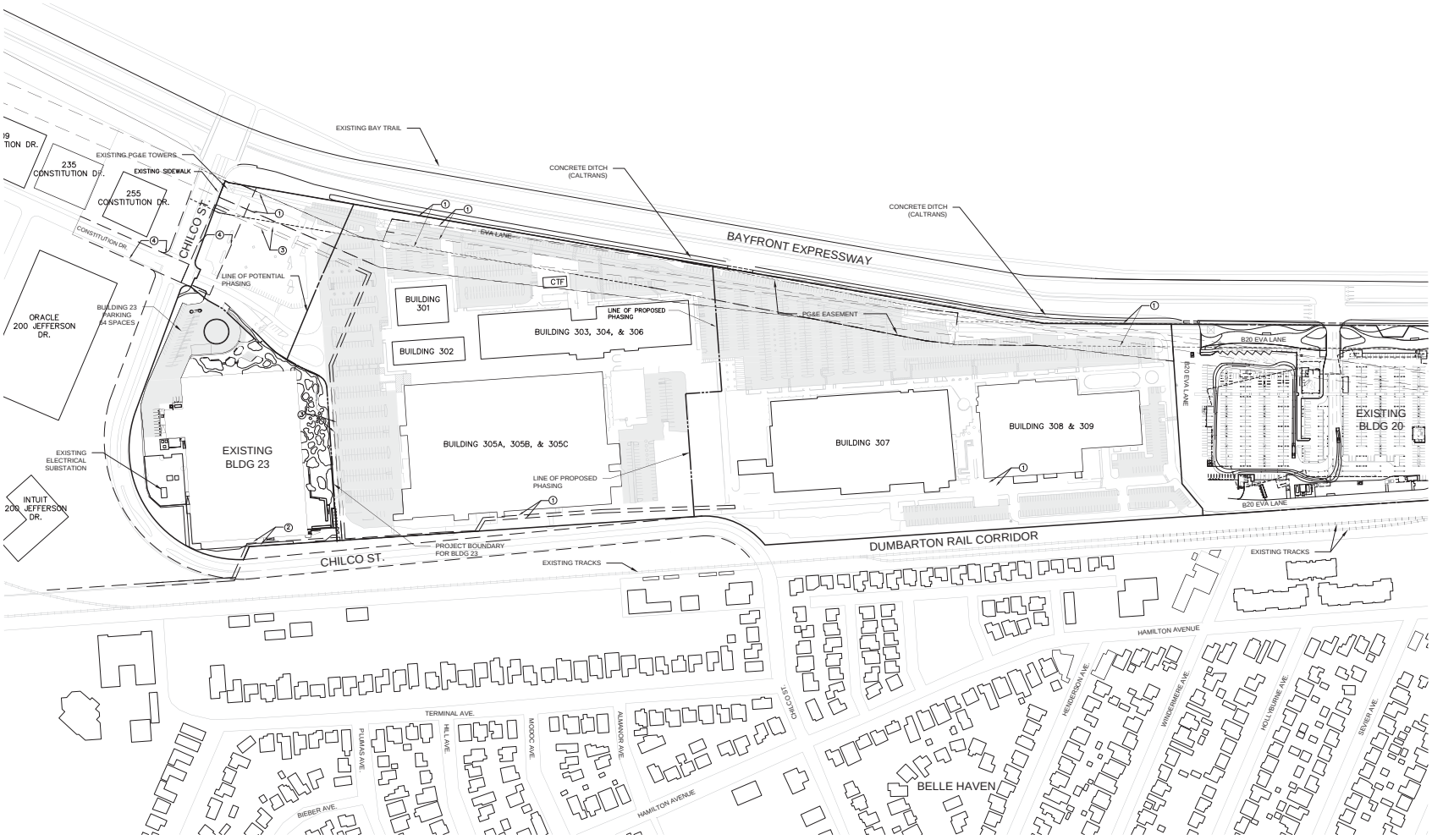
COMBUSTION ENGINE LOCATION PLAN | **CN-07**

AUGUST 19, 2015

EXISTING CONDITIONS

	DRAWING SHEET INDEX	EIR MATRIX DATA	SCALE	7/17/2015	7/28/2015	8/1/2015	8/7/2015	8/19/2015	8/31/2015
SHEET #	**SHEET TITLE**								
E1	**EXISTING CONDITIONS**								
E1-01	PROJECT SITE EXISTING BUILDINGS		1"=150'		●				
E1-02	ALTA SURVEY	**A7**	NTS		●				
E2									
E2-01	EXISTING LAND USE DIAGRAM / AREAS OF USE / CTF BUILDING LOCATION	**A11,N1**	1"=150'		●				
E2-02	EXISTING BLDG 23	**A9**	NTS		●				
E2-03	EXISTING BLDG 301	**A9**	NTS		●				
E2-04	EXISTING BLDG 302	**A9**	NTS		●				
E2-05	EXISTING BLDG 303	**A9**	NTS		●				
E2-06	EXISTING BLDG 304	**A9**	NTS		●				
E2-07	EXISTING BLDG 306	**A9**	NTS		●				
E2-08	EXISTING BLDG 305 A	**A9**	NTS		●				
E2-09	EXISTING BLDG 305 B	**A9**	NTS		●				
E2-10	EXISTING BLDG 305 C	**A9**	NTS		●				
E2-11	EXISTING BLDG 307	**A9**	NTS		●				
E2-12	EXISTING BLDG 308	**A9**	NTS		●				
E2-13	EXISTING BLDG 309	**A9**	NTS		●				
E3									
E3-01	MATRIX: EXISTING BLDGS. DATE OF CONSTRUCTION / COVERAGE OF THE PROJECT SITE	**A1,A2**	NTS		●				
E10									
E10-01/81	GEOTECHNICAL REPORT - BUILDING 23	**D1**	NTS		●				



ASSESSOR'S PARCEL NUMBER 055-260-250

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Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

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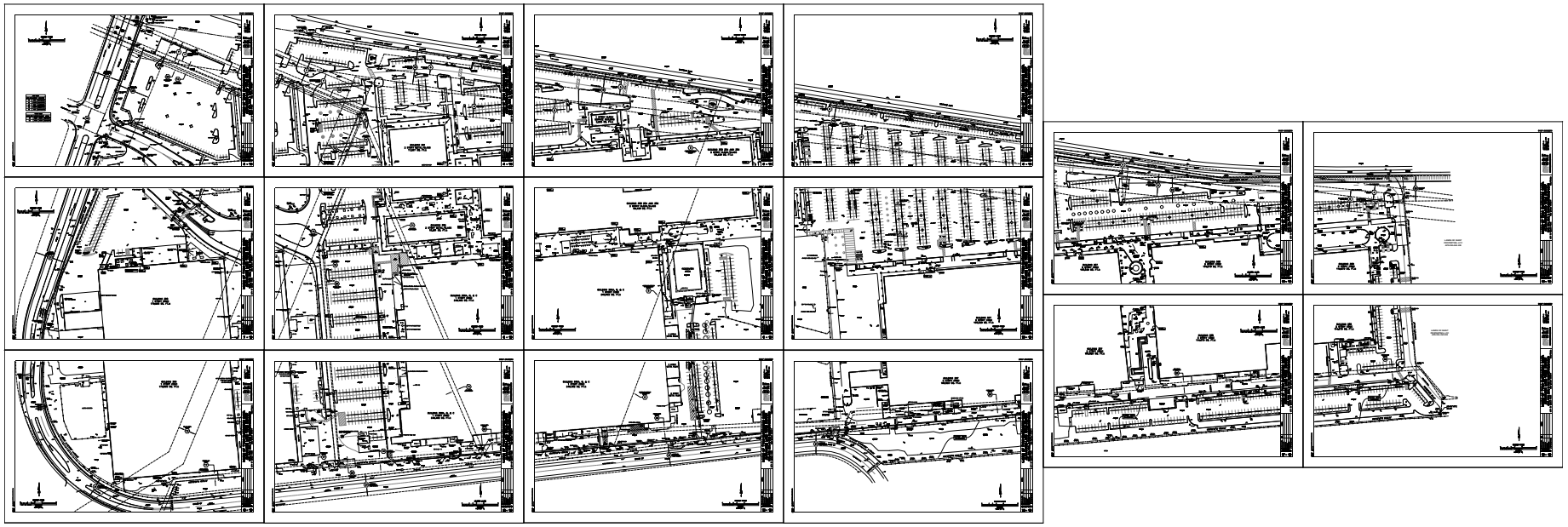
PROJECT SITE EXISTING BUILDINGS | **E1-01**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

JULY 28, 2015



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ALTA SURVEY | **E1 -02**

JULY 28, 2015

EXISTING SITE BUILDING AREAS

EXISTING BUILDING ADDRESS	TOTAL GSF FROM CAD	OFFICE	WAREHOUSE	R&D	MANUFACTURING
300 (For reference only. Not included in Existing SF)	184,438				
BLDG 23	180,108	180,108	0	0	0
301	34,465	34,465	0	0	0
302	30,174	30,174	0	0	0
303 + 304 + 306	155,095	86,921	0	68,174	0
305A+305B+305C	289,718	82,525	0	0	207,193
307	156,414	36,226	0	0	120,188
308	120,029	39,622	0	9,588	70,819
309	47,708	47,708	0	0	0
CTF	2,235	0	0	0	2,235
TOTAL EXISTING GSF	1,015,946	498,127		86,121	431,698
EXISTING BUILDING COVERAGE					
PRECENTAGE OF BUILDING COVERAGE					

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Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

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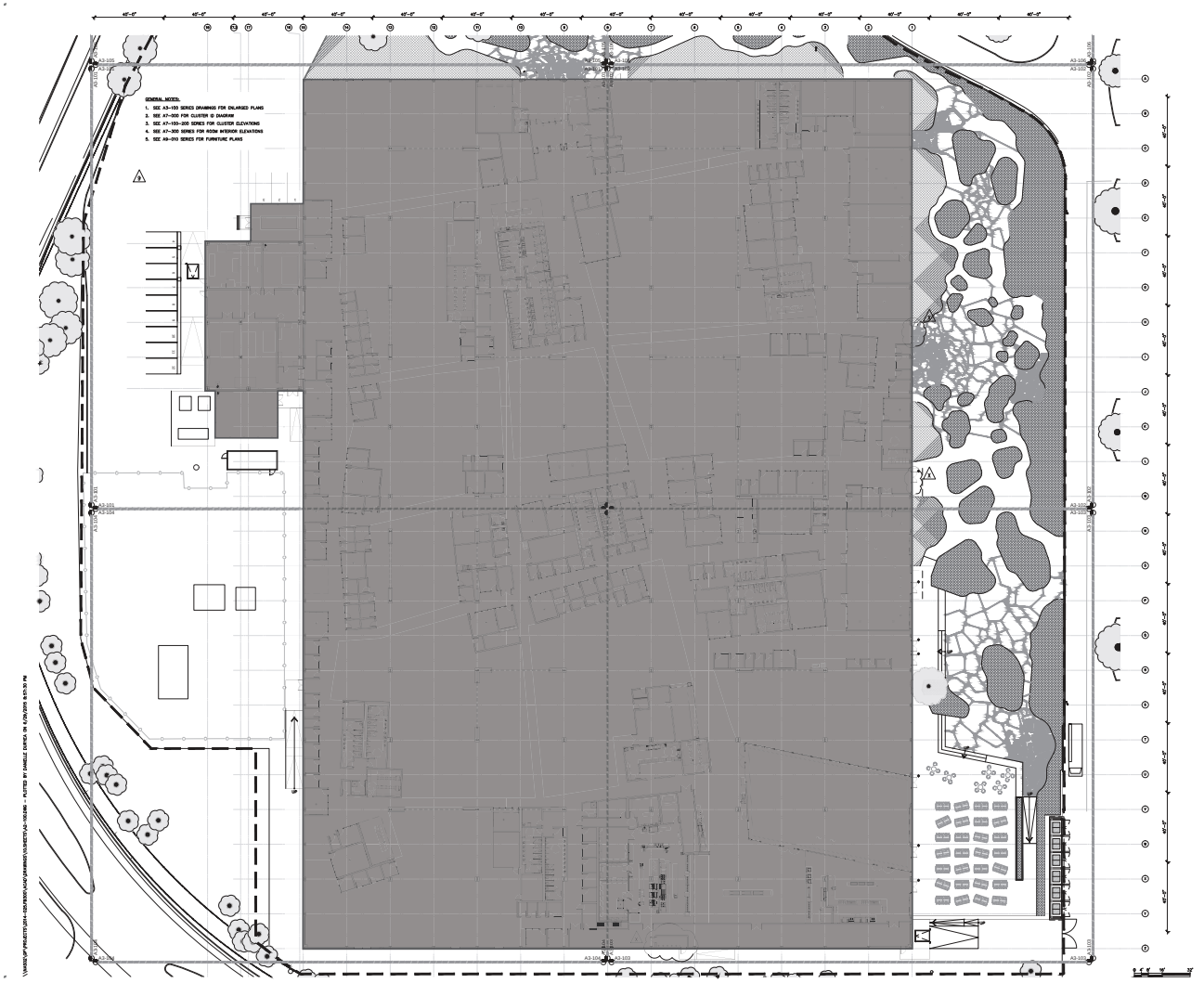
EXISTING LAND USE DIAGRAM / AREAS OF USE / CTF BUILDING LOCATION | E2-01

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

JULY 28, 2015



LEVEL 1

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Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

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EXISTING BLDG 23 | **E2-02**

SCALE : NTS

11X17 SCALE IS NTS

JULY 28, 2015

KEY:

OFFICE
R&D
MANUFACTURING
WAREHOUSE

LEVEL 1

LEVEL 2

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Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

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EXISTING BLDG 301 | **E2-03**

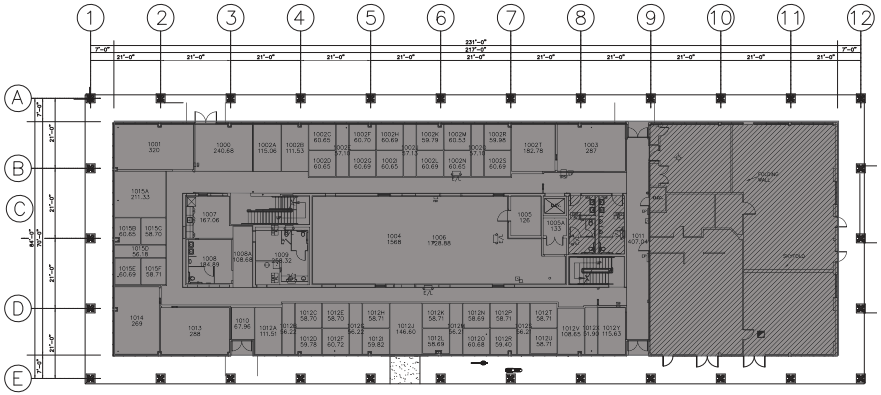
SCALE : NTS

11X17 SCALE IS NTS

JULY 28, 2015

KEY:

OFFICE
R&D
MANUFACTURING
WAREHOUSE



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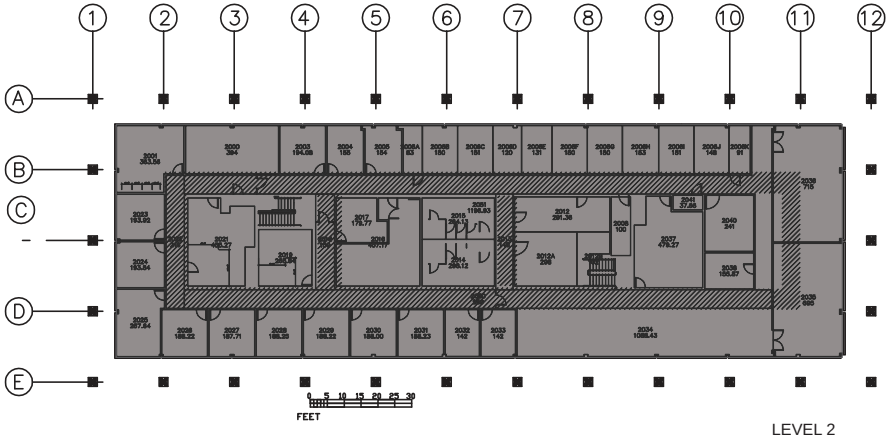

LEVEL 2

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EXISTING BLDG 302 | **E2-04**

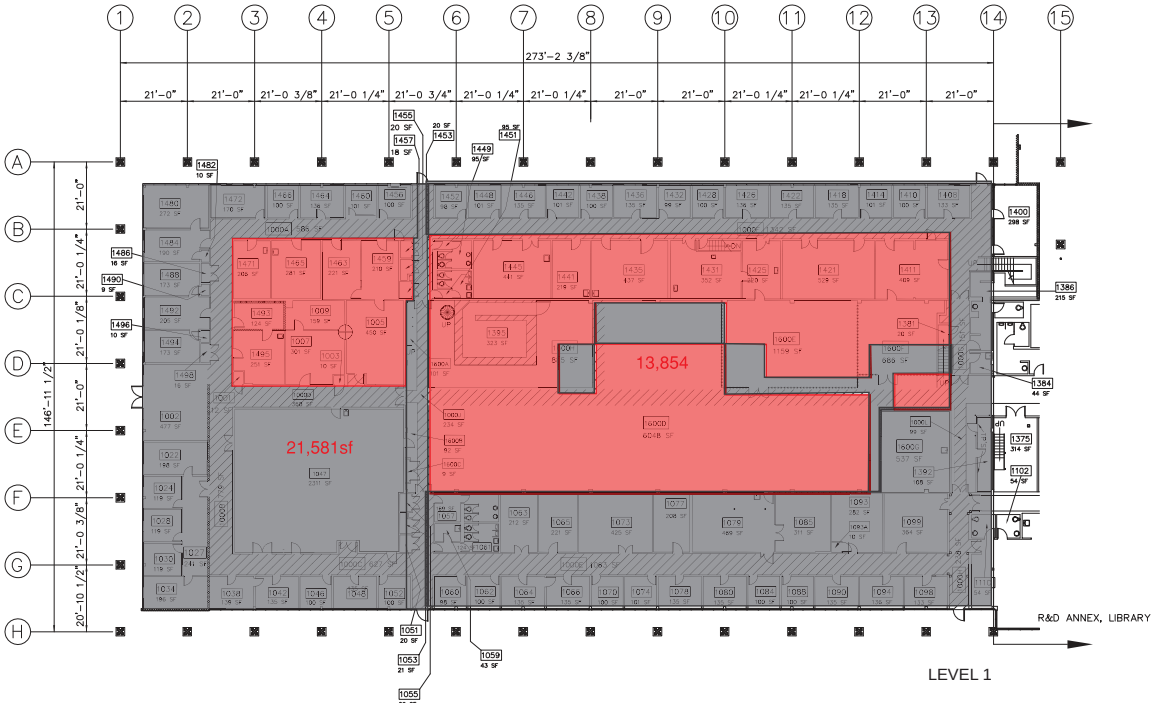
SCALE : NTS

11X17 SCALE IS NTS

JULY 28, 2015

KEY:

OFFICE
R&D
MANUFACTURING
WAREHOUSE



LEVEL 1

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Buildings 21, 22 & Hotel Site

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EXISTING BLDG 303 | **E2-05**

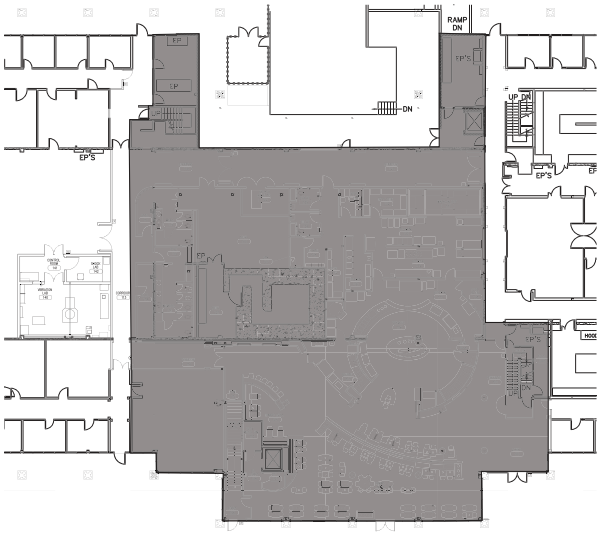
SCALE : NTS

11X17 SCALE IS NTS

JULY 28, 2015

KEY:

OFFICE
R&D
MANUFACTURING
WAREHOUSE



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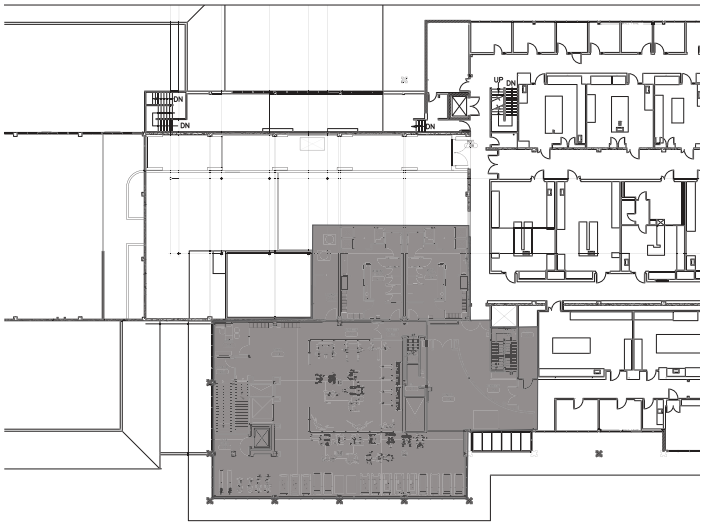

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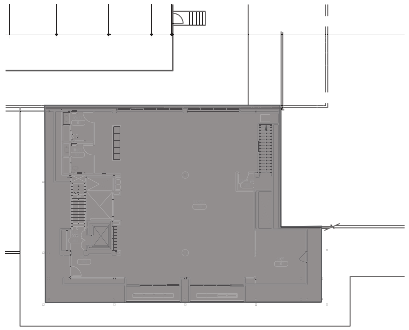

LEVEL 3

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EXISTING BLDG 304 | **E2-06**

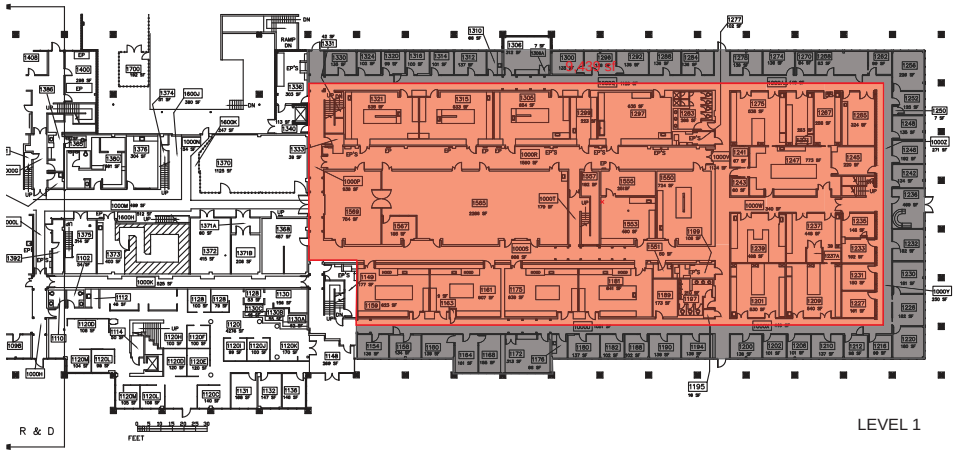
SCALE : NTS

11X17 SCALE IS NTS

JULY 28, 2015

KEY:

OFFICE
R&D
MANUFACTURING
WAREHOUSE



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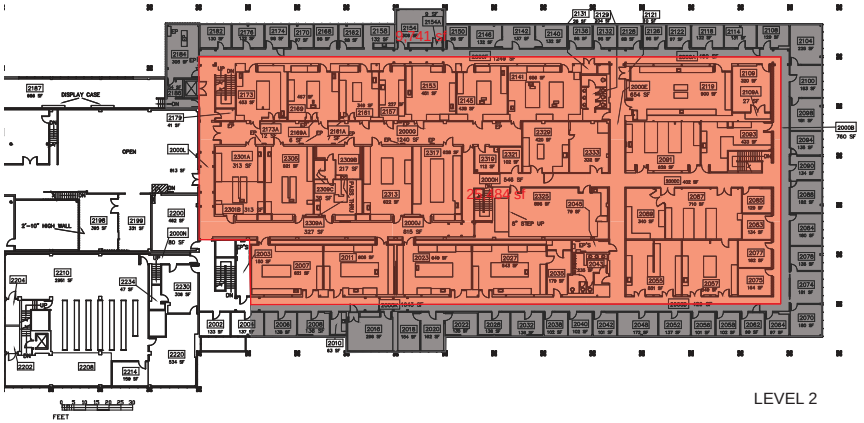

LEVEL 2

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Facebook Campus Expansion

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EXISTING BLDG 306 | **E2-07**

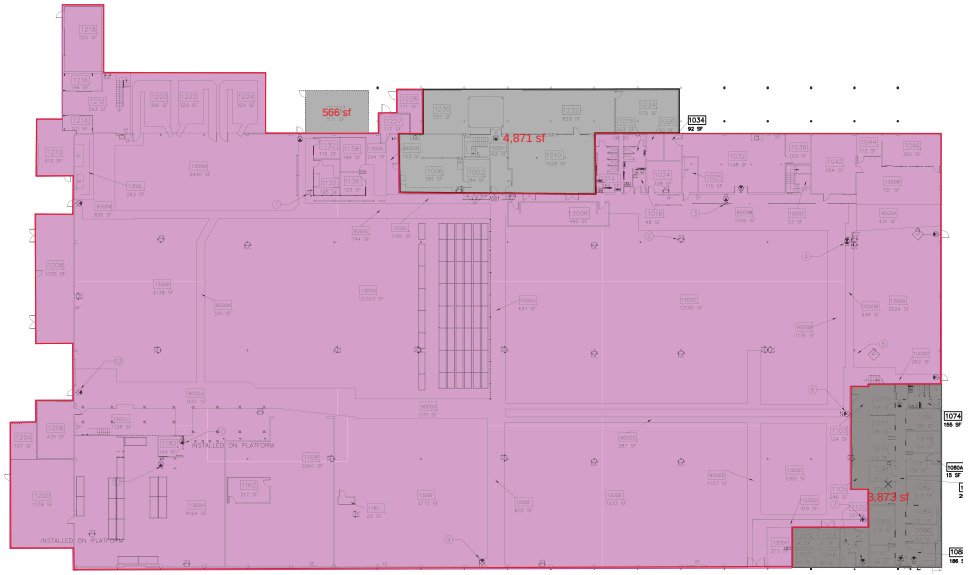
SCALE : NTS

11X17 SCALE IS NTS

JULY 28, 2015

KEY:

OFFICE
R&D
MANUFACTURING
WAREHOUSE



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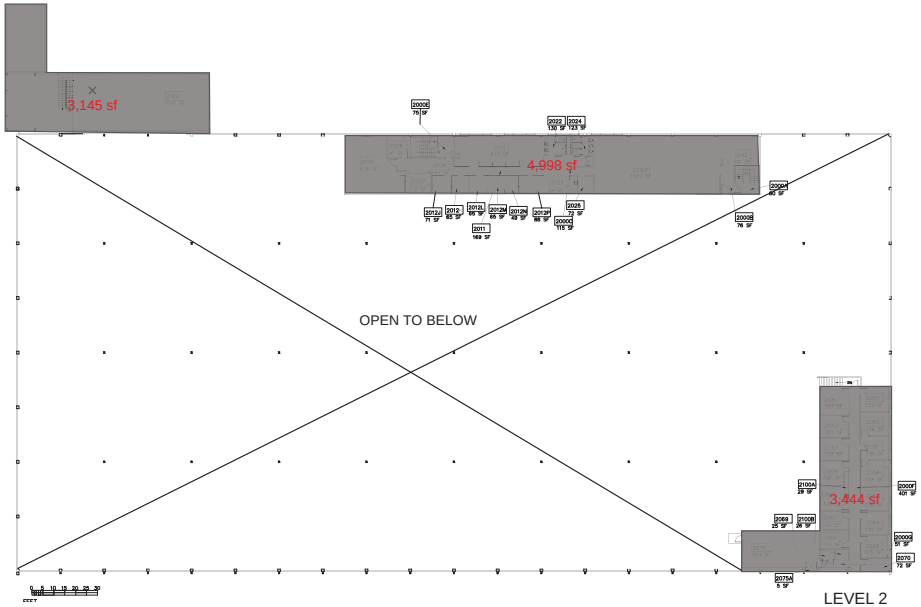

LEVEL 2

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Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

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EXISTING BLDG 305 A | **E2-08**

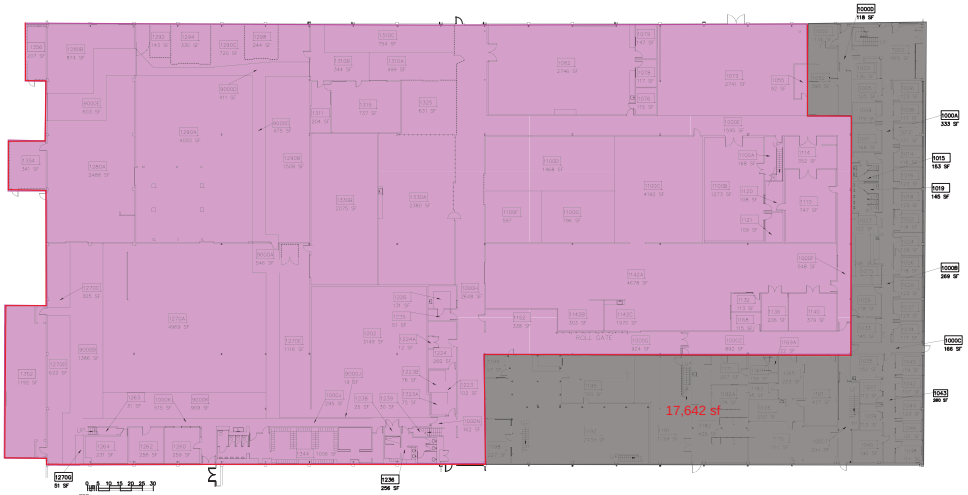
SCALE : NTS

11X17 SCALE IS NTS

JULY 28, 2015

KEY:

OFFICE
R&D
MANUFACTURING
WAREHOUSE



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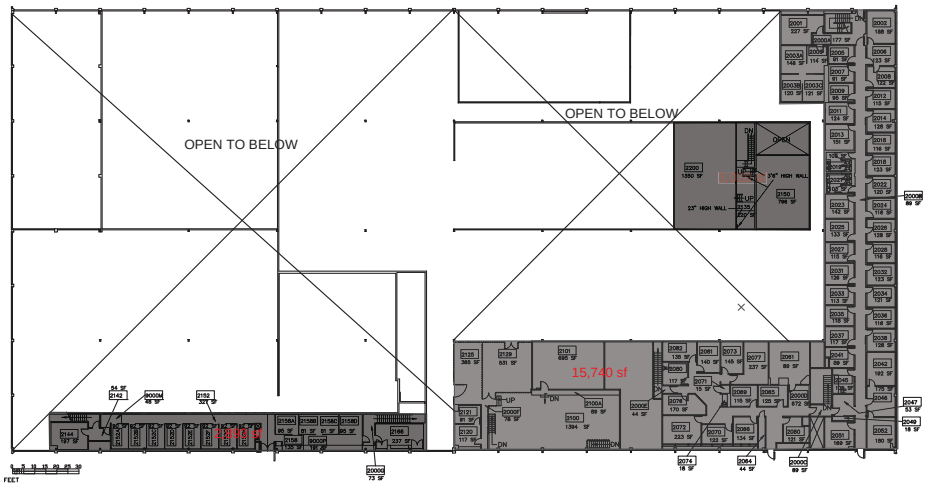

LEVEL 2

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Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

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EXISTING BLDG 305 B | **E2-09**

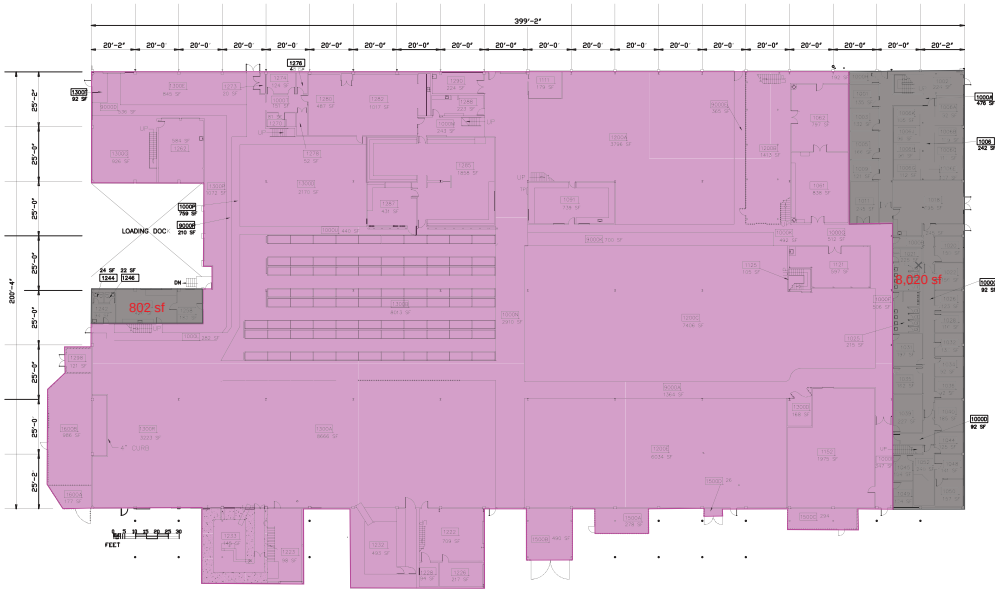
SCALE : NTS

11X17 SCALE IS NTS

JULY 28, 2015

KEY:

OFFICE
R&D
MANUFACTURING
WAREHOUSE



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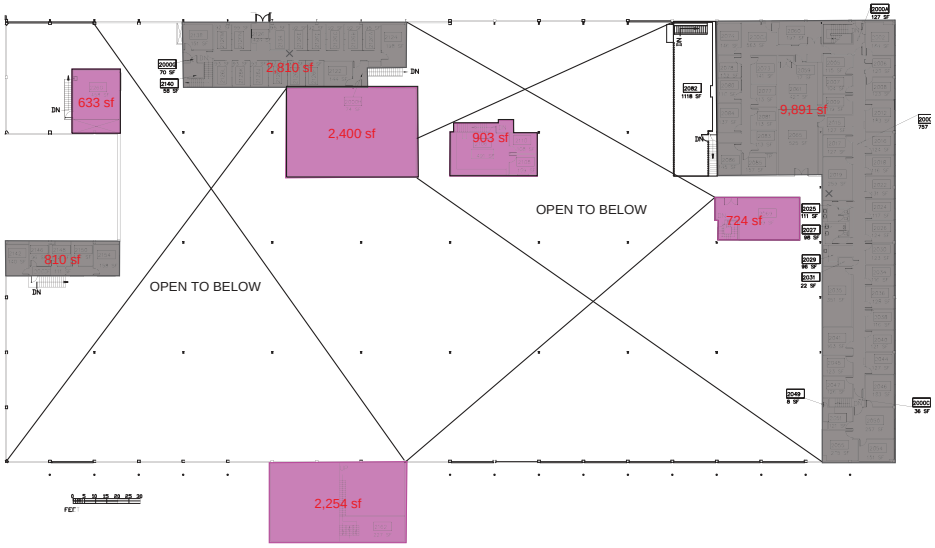

LEVEL 2

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Facebook Campus Expansion

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EXISTING BLDG 305 C | **E2-10**

SCALE : NTS

11X17 SCALE IS NTS

JULY 28, 2015

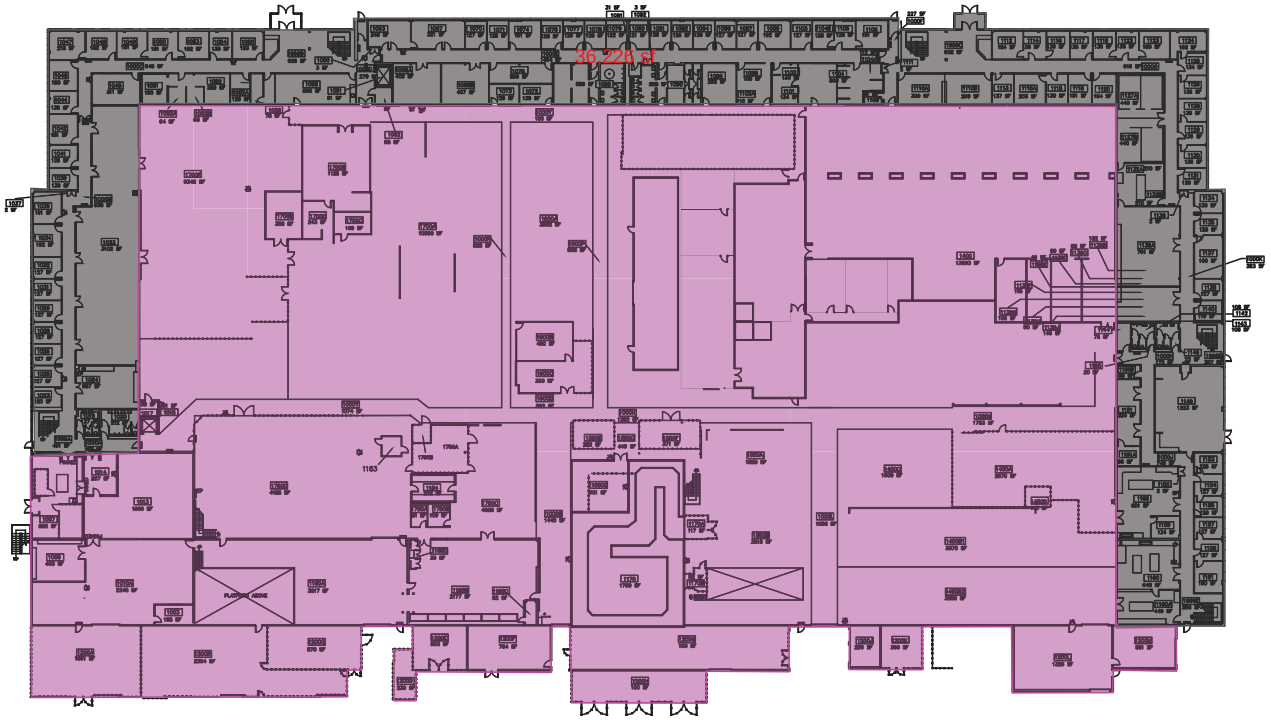
KEY:

OFFICE

R&D

MANUFACTURING

WAREHOUSE



LEVEL 1

FOR REFERENCE ONLY - HAS BEEN SUBMITTED PREVIOUSLY

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

EXISTING BLDG 307 | **E2-11**

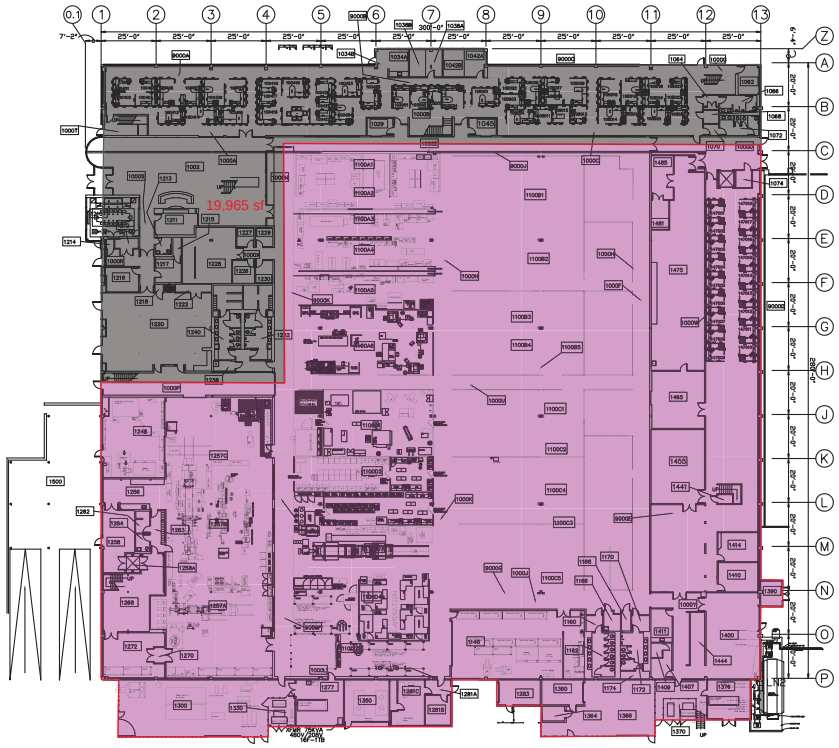
SCALE : NTS

11X17 SCALE IS NTS

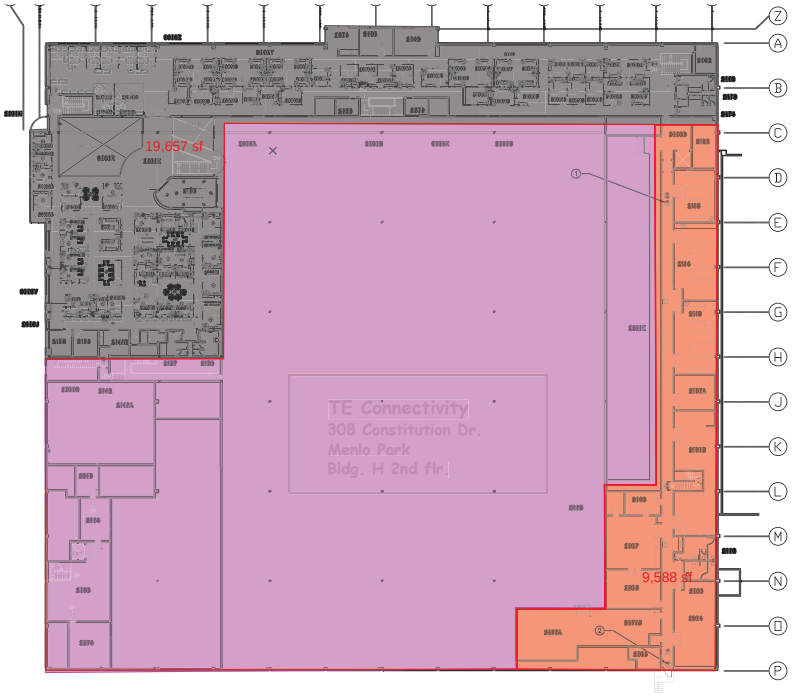
JULY 28, 2015

KEY:

OFFICE
R&D
MANUFACTURING
WAREHOUSE



LEVEL 1



LEVEL 2

FOR REFERENCE ONLY - HAS BEEN SUBMITTED PREVIOUSLY

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

EXISTING BLDG 308 | **E2-12**

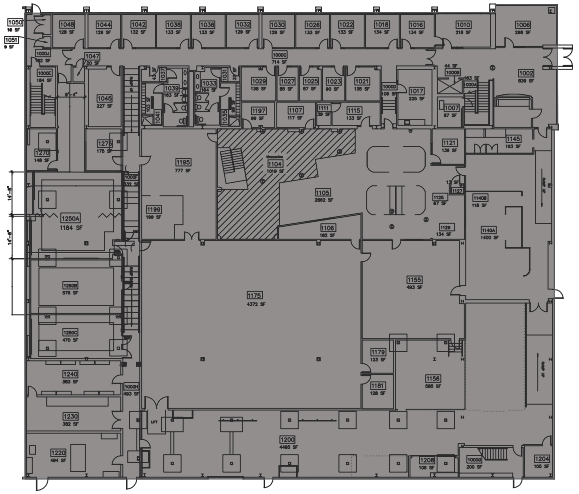
SCALE : NTS

11X17 SCALE IS NTS

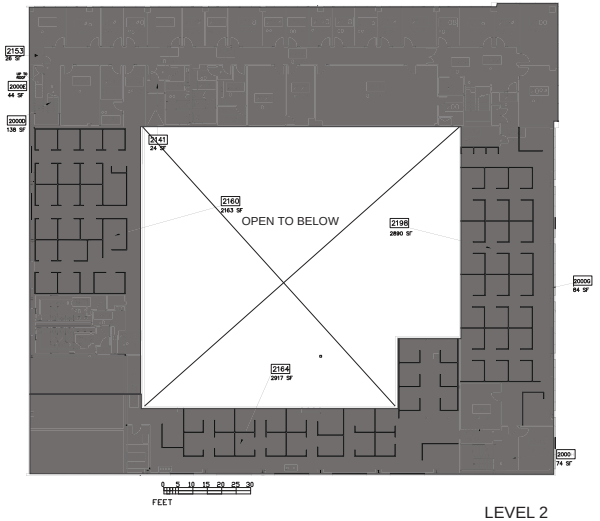
JULY 28, 2015

KEY:

- OFFICE
- R&D
- MANUFACTURING
- WAREHOUSE



LEVEL 1



LEVEL 2

FOR REFERENCE ONLY - HAS BEEN SUBMITTED PREVIOUSLY

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

EXISTING BLDG 309 | **E2-13**

SCALE : NTS

11X17 SCALE IS NTS

JULY 28, 2015

EXISTING AREAS

TOTAL SITE ACRES	58.31	ACRES
TOTAL SITE SF	2,539,928	SF

EXISTING SITE BUILDING AREAS — **Building GSF from CAD/PDF Files (2015-03-27 CHECK)** — **D** — Comments

EXISTING BUILDING ADDRESS	YEAR BUILT	# OF LEVELS		LEVEL 1 GSF	LEVEL 2 GSF	LEVEL 3 GSF	SUB TOTAL GSF	TOTAL GSF FROM CAD	
300	1965-1968			180,108	4,330			**184,438**	Reflects current condition, not upgrades planned for 2016 completion.
301	1967	2		17,217	17,248			**34,465**	
302	1967	2		15,123	15,051			**30,174**	
303	1966	1		35,520			35,520		
304	late 2000	1 + 2 Partial + 3 Partial		13,805	6,806	3,564	24,175		Infil between 303 and 306
306	1968	1 + 2 Partial		49,191	46,209		95,400		
303 + 304 + 306				98,516	53,015	3,564		**155,095**	
305A		1 + 2 Partial		84,659	10,409		95,068		
305B		1 + 2 Partial		81,092	20,228		101,320		
305C		1 + 2 Partial		77,901	15,429		93,330		
305A+305B+305C	1965, additon 1967			243,652	46,066			**289,718**	
307	1965-1968	1		156,414				**156,414**	
308	1970	2		86,941	33,088			**120,029**	
309	1965-1968	1 + 2 Partial		29,485	18,223			**47,708**	
CTF	unknown	1		2,235				**2,235**	
TOTAL EXISTING GSF								**1,020,276**	
EXISTING BUILDING COVERAGE				1,171,859					
PRECENTAGE OF BUILDING COVERAGE				46%					Building coverage / Total Site SF

DRAFT - AMENDED AND RESTATED CONDITIONAL DEVELOPMENT PERMIT

Facebook Campus Expansion Project (Buildings 20-23 and Hotel)

1. GENERAL INFORMATION:

1.1 Applicant: Hibiscus Properties, LLC (and its successors and assigns)

1.2 Nature of Project: For purposes of this Amended and Restated Conditional Development Permit, the Facebook Campus Expansion Project (Project) includes Buildings 20-23 and the Hotel as follows:

a. Buildings 21-22 and Hotel. Zoning Ordinance Text Amendment, Rezoning, Amended and Restated Conditional Development Permit, Development Agreement for 301-309 Constitution Drive, Below Market Rate (BMR) Housing Agreement, Lot Line Adjustment, Heritage Tree Removal Permits, and Environmental Impact Report (EIR) for the demolition of the on-site buildings, with the exception of Building 23, and the subsequent redevelopment of the site with two office buildings totaling no more than 962,400 square feet of office uses and an up-to 200 room hotel of approximately 174,800 square feet, 3,533 new parking spaces, and a Pedestrian and Bicycle Bridge.

b. Building 20. Building 20 was approved pursuant to a Conditional Development Permit and Development Agreement for 312-313 Constitution Drive in 2013, and includes one building totaling no more than 433,656 square feet over approximately 1,499 parking spaces. This Amended and Restated Conditional Development Permit incorporates and carries forward, as applicable, conditions that were included in the original Conditional Development Permit for Building 20 and replaces that Conditional Development Permit in its entirety.

c. Building 23. Building 23 was approved pursuant to a Use Permit in 2014, and comprises a single-story office building totaling approximately 180,108 square feet of gross floor area. The 518 parking spaces for Building 23 are included in the proposed 3,533 new parking spaces associated with Buildings 21-22 and the Hotel. This Amended and Restated Conditional Development Permit incorporates and carries forward, as applicable, conditions that were included in the Use Permit for Building 23 and replaces that Use Permit in its entirety.

For purposes of determining the Floor Area Ratio (FAR), building coverage and building setbacks for the Project, the two existing parcels (APNs 055-260-250 and 055-260-290) comprising the Project Site shall be considered to be one parcel, bounded by Bayfront Expressway to the

north, Willow Road to the east, the Dumbarton Rail Corridor to the south, and Chilco Street to the south and west. The Access Parcel (Facebook Way) shall continue to be an unbuildable parcel and therefore, not included in the lot area for purposes of determining the development regulations.

1.3 Project Location (Project Site):

a. Building 21, Building 22, and Hotel: 301-309 Constitution Drive

b. Building 20: 1 Facebook Way, Building 20 (formerly 312 and 313 Constitution Drive)

c. Building 23: 1 Facebook Way, Building 23 (formerly 300 Constitution Drive)

The address for Buildings 21-22 shall be determined by the Applicant, subject to the reasonable approval of the Building Official, who shall have final authority to determine the addressing at Buildings 21-22. The address for the Hotel will be determined by the Applicant and the City's Building Official prior to issuance of the Core and Shell phase of the building permit for the Hotel.

1.4 Assessor's Parcel Numbers: 055-260-250 (Buildings 21-22 and Hotel); 055-260-290 (Building 20), and 055-260-997 (Access Parcel, Facebook Way)

1.5 Property Owner(s): Hibiscus Properties, LLC (055-260-250), Giant Properties, LLC (055-260-290), and Giant Properties, LLC (055-260-997)

1.6 Area of Project Site: Two parcels, excluding the Access Parcel that is unbuildable, totaling 80.43 acres (approximately 3,503,612 square feet). This includes Parcel 055-260-250 (Building 21, 22, 23, and Hotel) with approximately 2,539,928 square feet and Parcel 055-260-290 (Building 20) with approximately 963,682 square feet.

1.7 Zoning: M-2(X) (General Industrial, Conditional Development)

1.8 Conditions Precedent: Applicant's obligations as set forth herein are expressly conditioned on the resolution of all legal challenges, if any, to the EIR and/or the Project. If no litigation or referendum is commenced challenging the EIR and/or the Project, Applicant's rights and obligations will vest on the passing of all applicable statutes of limitation, consistent with the Development Agreement for 301-309 Constitution Drive. If litigation or a referendum is commenced and Applicant determines to terminate the Development Agreement for 301-309 Constitution Drive during the pendency of any such proceeding, the original Conditional Development Permit for 312-313 Constitution Drive (Building 20) and the Use Permit for 300 Constitution Drive (Building 23) shall survive and control the permitted uses on those sites.

2. DEVELOPMENT STANDARDS:

2.1 Floor Area Ratio (FAR) shall not exceed **55 percent** of the Project Site.

2.1.1 The maximum FAR for office uses at the site shall not exceed **45 percent**.

2.1.2 The maximum FAR including the Hotel shall not exceed **55 percent**.

2.2 Building coverage shall not exceed **55 percent** of the Project Site.

2.3 Building setbacks shall be substantially in accordance with the approved plans, and in no case shall the minimum setback be less than **40 feet for Building 20** from each property line and not less than **100 feet for Building 21 from Bayfront Expressway** and **60 feet from the south property line. Building 22 and the Hotel** shall be a minimum of **20 feet** from each external property line and outside the PG&E easement along Bayfront Expressway. The actual setbacks shall be determined through the individual architectural review by the Planning Commission for each building (Identified in Section 6.1.4). The internal property line between the two parcels (055-260-250 and 055-260-290) is not considered a property line for setback purposes or any other Zoning Ordinance standard.

2.4 The minimum setback for ancillary structures, such as bus canopies and shelters, security stations, and other structures, accessory in nature, shall be **20 feet** from each exterior property line, with the exception of emergency generators which may be constructed at the southern edge of the Property as shown on the Project Plans. The locations of the structures shall be substantially in compliance with the locations identified in the approved Project Plans (defined below).

2.5 Building height, inclusive of temporary structures, shall not exceed **75 feet** for Buildings 21, 22, and the Hotel. Building 20 shall not exceed **73 feet.** All heights shall be measured from the average level of the highest and lowest point of the finished grade of that portion of the lot covered by the structure. Height excludes elevator equipment rooms, elevator hoistways, solar panels, ventilating and air conditioning equipment, and associated screening.

2.6 The on-site circulation and parking spaces shall be maintained in a manner that is substantially consistent with the Project Plans, with a minimum of **3,533** parking spaces for Buildings 21 (1,476 spaces), 22 (1,294 spaces), 23 (518 spaces), and the Hotel (245 spaces). Parking shall be installed in a manner that is substantially in compliance with the project phasing plans and approved Project Plans. A minimum of **1,446 parking spaces** are required for Building 20, with a maximum of **1,499 parking spaces**, for a total minimum parking count at the Project Site of **4,979 spaces.**

2.7 All rooftop equipment shall be fully screened and integrated into the design of the building, consistent with the requirements in Chapter 16.08.095. Roof-top equipment shall also comply with the noise requirements in Chapter 16.08 (Roof Mounted Equipment) of the Zoning Ordinance.

2.8 All ground mounted equipment shall be fully screened and integrated into the site design. The ground mounted equipment shall comply with the noise requirements in Chapter 8.06 (Noise) of the Municipal Code.

3. USES:

3.1 The development is comprised of up to four office buildings (referred to as Buildings 20, 21, 22, and 23) totaling no more than 1,576,164 square feet of gross floor area (GFA) generally on top of surface parking lots, with potential usable roof gardens and amenities that are accessible to the occupants of the buildings, as well as a public open space that would be used for passive recreational uses and community events. Buildings 20 and 21 would be connected with usable floor area. Buildings 21 and 22 would be connected through an open bridge and Buildings 22 and 23 may be connected through an enclosed or open air bridge. Enclosed bridges would be included in the calculations of GFA and FAR for the Project. In addition to the office buildings, a Hotel of up to 200 rooms with a restaurant and bar that is open to the public is also permitted. Permitted uses on the Project Site shall include the following:

3.1.1 Administrative and professional offices, excluding medical/dental offices serving the general population;

3.1.2 Medical and dental uses to serve on-site employees and contractors is permissible;

3.1.3 General industrial uses including but not limited to warehousing, manufacturing, printing and assembling;

3.1.4 Amenities and related uses intended to serve employees, contractors, and visitors, such as neighborhood-serving convenience retail, banks, community facility space, fitness facilities and restaurants, including those that serve alcoholic beverages;

3.1.5 Outdoor seating and tables (including those intended to be used for the consumption of food and beverages), temporary structures, and events associated with those uses listed above on the Project Site including on the roof, subject to approved building permits and Fire District permits, as applicable;

3.1.6 Activities involving the use of hazardous materials, such as emergency power generators, incidental to those uses listed above and subject to an approved Hazardous Materials Business Plan,

Building Permit, San Mateo County Health Permit, and Menlo Park Fire Protection District permit;

3.1.7 Cellular telecommunications facilities if fully screened or integrated into the design of the building;

3.1.8 Hotels that do not include conference or banquet facilities, but include a restaurant and hotel bar that are open to the public; and

3.1.9 Recreational uses consistent with a public park;

3.1.10 Community 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 municipal code, unless a special events permit is approved by the City, as outlined in Chapter 8.06.060 (Temporary permits, special event permits and use permits) of the municipal code.

3.2 Administratively permitted uses listed in the M-2 zoning district may be permitted through an administrative permit, unless otherwise allowed in Section 3.1.

3.3 Conditionally permitted uses listed in the M-2 zoning district may be permitted through a use permit, unless otherwise allowed in Section 3.1.

4. SIGNS:

4.1 The maximum permissible sign area for the Project Site is **600 square feet**, which may be distributed through the Project Site. Each building may utilize a different percentage of the maximum allowed square footages. Vehicular directional signage and signage not visible from the public right-of-way or adjacent properties shall not count against the maximum sign areas and is only subject to building permit review, as applicable. The square footage, location and materials for all signage that counts towards the maximum permissible sign area shall be subject to review and approval by the Planning Division through the Sign Permit process, with an application and applicable filing fees. The proposed signs shall be reviewed by the Planning Division for conformance with the City's Sign Design Guidelines and Chapter 16.92 (Signs- Outdoor Advertising) of the Zoning Ordinance.

4.2 The maximum allowed sign area identified in Section 4.1 may be exceeded through a use permit.

5. RECORDATION:

5.1 The Facebook Campus Expansion Project Amended and Restated Conditional Development Permit and the Development Agreement for 301-309 Constitution Drive shall be concurrently recorded in the Official Records of the County of San Mateo, State of California.

5.2 The Amended and Restated Conditional Development Permit shall be in full force and effect on the Effective Date of the Facebook Campus Expansion Project Development Agreement for Buildings 21-22 and the Hotel, subject to the provisions of Section 1.9 above.

6. MODIFICATIONS:

6.1 Modifications to the approved Project may be considered according to the following five tier review process. The five tiers are in order of progressively more substantial review for changes to the Project as opposed to initial project approval:

6.1.1 Substantially Consistent Modifications are made at the staff level. Substantially Consistent Modifications are changes to or modifications of the Project that are in substantial compliance with and/or substantially consistent with the Project Plans and the Project Approvals. Substantially Consistent Modifications are generally not visible to the public and do not affect permitted uses, density or intensity of use, restrictions and requirements relating to subsequent discretionary actions, monetary obligations, material modifications to the conditions of approval identified in Sections 7, 9, 10, 11, 12, 13, 14, and 15, conditions or covenants limiting or restricting the use of the Property or similar material elements based on the determination that the proposed modification(s) is consistent with other building and design elements of the approved Conditional Development Permit, 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 modification will be made by the Community Development Director (in his/her reasonable discretion).

6.1.2 Minor Modifications are made at the staff level, but the Planning Commission is provided information regarding these modifications. The determination as to whether a requested change is a Minor Modification is determined by the Community Development Director (in his/her reasonable discretion). A Minor Modification is similar in nature to a Substantially Consistent Modification, except that Minor Modifications generally are visible to the public and result in minor exterior changes to the Project aesthetics. Any member of the Commission may request within seven days of receipt of the informational notice that the item(s) be reviewed by the Planning Commission.

6.1.3 Major Modifications are reviewed by the Planning Commission as a Regular Business item, and publicly noticed. Major Modifications are changes or modifications to the Project that are not in substantial compliance with and/or substantially consistent with the Project Plans and Project Approvals. Major modifications include, but are not limited to, significant changes to the exterior appearance of the buildings or appearance of the Property, and

changes to the Project Plans, which are determined by the Community Development Director (in his/her reasonable discretion) to not be in substantial compliance with and/or substantially consistent with the Project Plans and Project Approvals. 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 Conditional Development Permit and would not have an adverse impact on safety and/or the character and aesthetics of the site. Planning Commission decisions on Major Modifications may be appealed to the City Council. City Council shall have final authority to approve Major Modifications. Major Modifications that also require Conditional Development Permit Amendments (see Section 6.1.5 below) shall be considered in accordance with Section 6.1.5.

6.1.4 Design Review of Project Plans for Building 22 and the Hotel is required for each individual building. The Planning Commission shall review the design plans through a formal 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 project plans, subject to review and approval by the Planning Commission. The Planning Commission's action will be based on conformance with this CDP and the required findings for architectural control, as enumerated in Chapter 16.68.020 (Architectural Control) of the Zoning Ordinance.

6.1.5 Conditional Development Permit Amendments are reviewed by the Planning Commission and the City Council. Conditional Development Permit Amendments are required where the Applicant seeks revisions to the Project which involve (a) the relaxation of the development standards identified in Section 2, (b) material changes to the uses identified in Section 3, or (c) material modifications to the conditions of approval identified in Sections 7, 9, 10, 11, 12, 13, 14, and 15. Such revisions may also require modifications to the Development Agreement for 301-309 Constitution Drive or the Development Agreement for 312-313 Constitution Drive in the case of changes affecting Building 20. If the Applicant wishes to make a change that requires an amendment to this Amended and Restated Conditional Development Permit, it shall apply, in writing with all applicable plans and fees, to the Planning Division for review and recommendation to the Planning Commission. The Planning Commission shall then forward its recommendation to the City Council for amendment(s) to this Amended and Restated Conditional Development Permit.

For purposes of clarification, Substantially Consistent Modifications, Minor Modifications, Design Review for Building 22 and the Hotel, and Major Modifications will not constitute Conditional Development Permit

Amendments or require modifications to the Development Agreement for 301-309 Constitution Drive or the Development Agreement for 312-313 Constitution Drive.

7. TRIP CAP:

7.1 Consistent with the Project proposal and to minimize environmental and community impacts resulting from utilization of the Project Site, Applicant shall enforce a trip cap.

7.1.1 Trip Cap: The trip cap sets the maximum number of morning and evening peak period vehicle trips and daily vehicle trips (Trip Cap). The parameters and requirements of the Trip Cap are specified in the Facebook Campus Expansion Project Trip Cap Monitoring and Enforcement Policy, which is included as Exhibit A and incorporated herein. The Trip Cap applies to Buildings 20, 21, 22, 23, and the Hotel. A separate Trip Cap is enforced on the East Campus through the site specific Amended and Restated Conditional Development Permit for 1601 Willow Road.

7.1.2 Implementation: The Trip Cap counting equipment shall be installed and in good working order prior to occupancy of Building 21, unless otherwise approved, to the satisfaction of the Public Works Director.

8. CONSTRUCTION PERMITS SEQUENCING:

8.1 The City Building Official shall have authority to determine the sequencing of building permits and sub-phases for each building/phase of construction. In general, the construction for each building will consist of the following phases: Demolition, Grading and Utilities, Foundation Only, Core and Shell, Tenant Improvements, and Landscaping. Certain conditions contained within this Permit may be triggered by a specific phase of construction for each individual building, which will be noted using the terminology above.

8.2 Access Improvements (Public Right-of-Way Encroachment Permit): The new site access from Bayfront Expressway shall be constructed prior to temporary occupancy for Building 21. The Applicant shall follow the procedures below for submittal, review, and construction of the site access

8.2.1 Submit improvement plans to the City for approval for those portions of the Project that require offsite improvements in the Caltrans right-of-way (Public ROW Improvements and Site Access). This includes all work in the Caltrans right-of-way, including, but not limited to, utility improvements, curb cuts, driveway, traffic signal, and other frontage improvements, as applicable;

8.2.2 Receive City approvals for such improvement plans;

8.2.3 Submit the improvement plans to Caltrans and request encroachment permit approvals;

8.2.4 Submit documentation of approval from Caltrans to the City prior to issuance of Core and Shell phase building permit for Building 21;

8.2.5 Complete the Public ROW Improvements, inclusive of installation of new traffic signal on Bayfront Expressway prior to temporary occupancy of Building 21.

8.2.6 If Applicant diligently pursues approval from Caltrans but is delayed in obtaining approval due to no fault or lack of diligence on the part of the Applicant, Applicant's obligation to submit documentation of approval prior to issuance of Core and Shell phase building permit for Building 21 shall be extended automatically, subject to the approval of the City Manager which shall not be unreasonably withheld. No such extension shall relieve the Applicant's obligation to complete the Public ROW Improvements prior to temporary occupancy of Building 21.

9. PROJECT SPECIFIC CONDITIONS - GENERAL:

9.1 Project Plans: Development of the Project shall be substantially in conformance with the plans submitted by Gehry Partners, LLC dated February 1, 2013 consisting of 46 plan sheets, recommended for approval to the City Council by the Planning Commission on September 26, 2016 (Project Plans), and approved by the City Council on October ___, 2016, except as modified by the conditions contained herein and in accordance with Section 6 (Modifications) of this document. Building 22 and the Hotel shall be substantially in conformance with the Planning Commission's design review of the detailed plans for each building as set forth in Section 6. Buildings 20 and 23 shall be in substantial conformance with the plans approved for those buildings in prior approvals.

9.2 Below Market Rate Housing Agreement: Concurrently with the recordation of the Development Agreement for 301-309 Constitution Drive and this Amended and Restated Conditional Development Permit, the Applicant shall record the Below Market Rate (BMR) Housing Agreement relative to Buildings 21-22 and the Hotel in the Official Records of the County of San Mateo, State of California. Previous BMR Housing Agreements related to Buildings 20 and 23 remain unchanged. The BMR Housing Agreement requires that the Applicant satisfy its obligations under the BMR Ordinance and Guidelines by one of the following methods:

a. Paying the in lieu fee;

b. Delivering off-site residential units; or

c. Paying a portion of the in lieu fee and delivering off-site residential units.

Based upon the current fee (FY 2016-217) per square foot, the estimated BMR fee for the project would be **$6,534,438.95.** The required number of residential units for the project would be 20 units. If the Applicant proceeds with a combined in lieu fee payment and provision of off-site units, each unit shall equate to a credit of **$326,721.95** toward the in-lieu fee. The timing of the provision of units or payment of the fee is based on the construction phase for each building and is further documented in the BMR Agreement for the Project.

9.3 Construction Fencing: The Applicant shall submit a plan for construction safety fences around the periphery of the construction area concurrent with the building permit for each phase of construction. The fences shall be installed according to the plan prior to commencing construction for each individual phase of each building. The plan shall be reviewed and approved by the Building and Planning Divisions prior to issuance of a demolition permit for each building.

9.4 Truck Route Plan: The Applicant shall submit a truck route plan concurrent with the building permit application for each stage 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

9.5 Salvaging and Recycling of Construction and Demolition Debris: For each building, the Applicant shall comply with the requirements of Chapter 12.48 (Salvaging and Recycling of Construction and Demolition Debris) of the City of Menlo Park Municipal Code, which compliance shall be subject to review and approval by the Public Works Department.

9.6 Utility Improvements: Concurrent with submittal of the application for the Grading and Utilities phase for each building, the Applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Planning, Engineering and Building Divisions prior to building permit issuance. Landscaping shall properly screen all utility equipment that is installed outside of a building 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 plan for new utility installations/upgrades shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes and other equipment boxes. The screening shall be compatible and unobtrusive and subject to the review and approval of the Planning Division which approval will be required prior to the City's approval of the final building permit inspection for the Core and Shell phase for each building.

9.7 Grading and Drainage Plan, Inclusive of Erosion and Sedimentation Control Plan: Concurrent with submittal of the Grading and Utility phase, the Applicant shall submit a Grading and Drainage Plan, including an Erosion and Sedimentation Control Plan, for review and approval by the Engineering Division prior to building permit issuance. The Grading and

Drainage Plan shall be prepared based on the City's Grading and Drainage Plan Guidelines and Checklist, the City approved Hydrology Report and Stormwater Management Plan for the Project, and the Project Applicant Checklist for the National Pollution Discharge Elimination System (NPDES) Permit Requirements.

9.8 Landscape Plan: The Applicant shall submit a detailed on-site landscape plan for each building and for the Bicycle and Pedestrian bridge, including the size, species, and location, and an irrigation plan for review and approval by the Planning, Engineering, and Transportation Divisions, prior to building permit issuance for the Tenant Improvement phase for each building and for the building permit for the Bicycle and Pedestrian bridge. The landscape plans shall illustrate the retention of the maximum number of trees feasible, to the satisfaction of the Planning Division and City Arborist. The landscape plans shall include all onsite landscaping (including heritage tree replacements), adequate sight distance visibility, screening for outside utilities with labels for the utility boxes sizes and heights, and documentation confirming compliance with the Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44). The landscape plans shall include an appropriate mix of native and adapted species to complement the nearby Don Edwards San Francisco Bay National Wildlife Refuge and shall be reviewed and approved by the Community Development Director and Public Works Director prior to building permit issuance for the Tenant Improvement phase for each building and for the building permit for the Bicycle and Pedestrian bridge. The landscape plan for Building 22 shall include the design and planting for the Publicly Accessible Open Space, which is subject to review and approval of the Community Development Director. Heritage tree replacements (outlined in 9.10) shall be identified on the landscape plan for each individual building.

9.9 Heritage Tree Protection and Removal: The Applicant shall submit a heritage tree preservation suitability analysis and, if applicable, preservation guidelines concurrent with, or prior to, the submittal of the Grading and Utility phase for each building. This plan should assess the possibility of retaining heritage trees in good health within each phase of the Project based on the review of the Project Arborist. If any heritage trees are preserved during construction, the Project Arborist shall submit a letter confirming adequate installation of tree protection measures, per the recommendations in the suitability analysis and preservation guidelines. The Applicant shall retain an arborist throughout the term of the Project, and the project arborist shall submit periodic inspection reports to the Building Division documenting compliance with the preservation guidelines, as applicable. The heritage tree suitability and preservation plan shall be subject to review and approval by the Planning Division and City Arborist prior to Grading and Utilities permit issuance. The Applicant shall, in good faith, attempt to design the project to retain heritage trees in good condition. The heritage trees approved for removal shall be removed

as necessary during each building phase, subject to review and approval of the Planning Division and City Arborist.

9.10 Heritage Tree Replacements: The applicant is permitted to remove up to 274 heritage trees on-site, 149 of which are in good condition, as determined by the Project Arborist in the *Tree Survey Report* prepared by SBCA Tree Consulting dated March 28, 2016 and shown on Sheet L0.100 in the project plans. Heritage trees in good condition are required to be replaced at a 2:1 ratio and heritage trees in fair-to-poor condition or dead are permitted to be replaced at a 1:1 ratio. A minimum of 423 heritage tree replacements are required for the project. Heritage tree replacements shall be a minimum of 24-inch box size and are required to be planted at grade. The number of heritage tree replacements proposed for each building shall correspond to the number of heritage trees removed in each phase. The number of heritage tree replacements and the species and size shall be identified in the landscape plans for each building, subject to review and approval of the Planning Division and City Arborist.

9.11 Landscape Maintenance: Site landscaping, inclusive of landscaping on the living roofs, shall be maintained to the satisfaction of the Community Development Director so long as the building constructed as part of the Project is located on the Project Site. Significant revisions to site landscaping (inclusive of roof landscaping) shall require review by the Building Official, Public Works Director, City Arborist, and Community Development Director to confirm the proposed changes comply with accessibility and exiting requirements, stormwater requirements and are substantially consistent with the Conditional Development Permit approval consistent with the procedure outline in Section 6, Modifications.

9.12 Water Supply Assessment (WSA) Compliance: After one year from occupancy of Building 21, the Applicant shall submit documentation to the City to confirm that water usage does not exceed the estimated water consumption for the Project documented in the WSA dated February 3, 2016. The estimated total water consumption is 88 million gallons per year, a net increase of 30 million gallons. The Public Works Director shall review the documentation along with City records for water usage at the site to confirm that water usage does not exceed the estimated water usage in the WSA. Compliance with the maximum limits shall be phased on a per building basis to account for the phasing of the development of the Project. If compliance is not achieved, the Applicant shall submit a plan outlining corrective measures to the City, subject to review and satisfaction of the Public Works Director. If the corrective measures fail to bring the Project into compliance within 90 days, the Applicant shall pay a fine in accordance with law as determined by the Public Works Director on a daily basis until the water usage is brought into compliance. Building 20 and Building 23 shall have separate water meters (or sub-meters) and plumbing systems and are not subject to the WSA water usage limits for Buildings 21-22 and the Hotel.

9.13 Stationary Noise Source Compliance Data: Concurrent with the Core and Shell building permit phase submittal for each individual building, the applicant shall provide a plan that details that all on-site stationary noise sources comply with the standards listed in Section 8.06.030 of the City's Noise Ordinance. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance.

9.14 Compliance with City Requirements: The Applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the Project to the satisfaction of the Community Development Director.

9.15 Building Construction Street Impact Fee: Prior to issuance of each building permit, the Applicant shall pay the applicable Building Construction Street Impact Fee in effect at the time of payment, to the satisfaction of the Public Works Director. The amount of such fees may be reduced in the reasonable discretion of the Public Works Director depending on the extent to which construction vehicle traffic is occurring on City streets, and shall be subject to a credit for work performed in connection with Phases 5 and 6 of the Chilco Streetscape Improvements pursuant to the Development Agreement for 301-309 Constitution Drive.

9.16 School Impact Fee: Prior to issuance of each building permit, the Applicant shall pay the applicable School Impact Fee for the Project in effect at the time of payment, to the satisfaction of the Building Official.

9.17 West Bay Sanitary District Requirements: The Applicant shall comply with all regulations of the West Bay Sanitary District that are directly applicable to the Project to the satisfaction of the Building Official.

9.18 Menlo Park Fire Protection District Requirements: The Applicant shall comply with all Menlo Park Fire Protection District regulations governing site improvements, Fire Code compliance, and access verification that are directly applicable to the Project to the satisfaction of the Building Official.

9.19 Power and Communications Requirements: The Applicant shall comply with all regulations of PG&E and other applicable communication providers (i.e., AT&T and Comcast) that are directly applicable to the Project to the satisfaction of the Building Official.

9.20 Stormwater Operations and Maintenance Agreement: Prior to tentative occupancy for each building, the Applicant shall enter into, or amend the existing Operations and Maintenance Agreement with the City, as applicable. The Operations and Maintenance Agreement shall establish a self-perpetuating drainage system maintenance program (to be managed by the Applicant) 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). Any accumulation of sediment or other debris shall be promptly removed. Funding for long-term maintenance of all BMPs must be specified in the

Operations and Maintenance Agreement. There may be separate Operations and Maintenance Agreements for each individual parcel within the Campus Expansion 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 Tenant Improvement 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.

9.21 [Intentionally Deleted.]

9.22 Caltrans Approval: Prior to issuance of the building permit for the Building 21 Core and Shell phase the Applicant shall provide verification of Caltrans approval of the signalized intersection location as set forth in Section 8.2.

9.23 Improvements in the Caltrans Right-of Way: Prior to temporary occupancy of Building 21, the Applicant shall complete all Public ROW intersection improvements (inclusive of installation of the new traffic signal on Bayfront Expressway) and provide verification that Caltrans has accepted the improvements, to the satisfaction of the Public Works Director.

9.24 Access and Improvements: Access points and all improvements on Bayfront Expressway are subject to the review and approval of Caltrans. Prior to submitting improvement plans to Caltrans, the Applicant shall submit plans to the Public Works Director for his/her review and approval prior to submittal to Caltrans.

9.25 Accessibility: All pedestrian pathways shall comply with applicable Federal and State accessibility requirements, to the satisfaction of the Public Works Director and Building Official.

9.26 On-site Pedestrian Deterrents: The on-site pedestrian deterrent materials and color shall be consistent with the materials and colors used for Building 20. If the pedestrian deterrent materials and color deviate from the approved materials and colors for Building 20, the revised proposal shall meet the satisfaction of the Public Works Director, Building Official and Menlo Park Fire Protection District.

9.27 Generator Screening: Consistent with Project Plans, the Applicant shall screen all generators prior to building permit final inspection for Tenant Improvements for each building, to the satisfaction of the Community Development Director.

9.28 Refuse and Recyclables: All garbage bins and carts shall be located within a trash enclosure that meets the requirements of the solid waste disposal provider (Recology), 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 Applicant, a complete building permit submittal shall be submitted inclusive of detailed plans, already approved by Recology, for review and approval of the Planning Division and the Public Works Department prior to each building permit issuance.

9.29 Special Event Tents: The Applicant shall obtain required building and Fire District permits for erection of special event tents requiring such permits, to the satisfaction of the Building Official.

9.30 Special Events Tents, Roof: Use of a special event tent on the roof level is limited to single day events a maximum of eight times per calendar year for the Project Site, with the events occurring between the hours of 9 a.m. and 11 p.m. This condition applies only to Buildings 20-22. The set-up and break down of the tent shall not occur more than three days in advance of an event and shall be completed within three days of completion of said event. The tent shall be a maximum size of approximately 80 feet by 180 feet with a maximum vertical peak of 28 feet above the main roof level, for a maximum height of 73 feet above average natural grade for Building 20 and a maximum of 28 feet above the roof level for Buildings 21 and 22, to the satisfaction of the Building Official. Menlo Park Fire Protection District approval shall be required each time the tent is erected.

9.31 Alcoholic and Beverage Control: The Applicant shall ensure that all on-site suppliers of alcoholic beverages for the cafes/restaurants and special events contractors apply for and receive approval of the appropriate Alcoholic and Beverage Control (ABC) license prior to any on-site alcohol sales and/or service, to the satisfaction of the Community Development Director.

9.32 Leadership in Energy and Environmental Design (LEED): The Applicant will design the office buildings and hotel to perform to LEED 2009 Building Design and Construction (BD+C) Gold equivalency. The Applicant may satisfy this obligation by delivering a report from its LEED consultant. That report shall be submitted prior to or concurrent with issuance of TCO's for each respective building and is subject to approval by the Community Development Director (not to be unreasonably withheld or conditioned).

9.33 Lighting: Concurrent with building permit submittal for each individual building as appropriate, the Applicant shall submit a lighting plan, including photometric contours, manufacturer's specifications on the fixtures, and mounting heights to ensure safe access and to illustrate the light and glare do not spillover to neighboring properties, to the satisfaction of the Community Development Director and Public Works Director.

9.34 Transportation Demand Management Program: The Applicant shall implement a commercially reasonable Transportation Demand Management (TDM) Program to the satisfaction of the Public Works

Director and Transportation Manager in order to satisfy the Trip Cap as outlined in Section 7.

9.35 Parking Intrusion: The Applicant shall actively work to prevent the parking of employee and visitor vehicles (whose occupant(s)' final destination is the Project Site) or private shuttles in adjacent neighborhoods, including, but not limited to, the Belle Haven neighborhood, on other public streets in the City, and on public streets in the City of East Palo Alto to the satisfaction of the Public Works Director. The City reserves the right to require monitoring of neighborhood parking intrusions consistent with the specifications of the West Campus Trip Cap Monitoring and Enforcement Policy, attached hereto as Exhibit A and incorporated herein.

9.36 Primary Entrance Designation: The Applicant shall designate the two stoplight controlled entrances on Bayfront Expressway, the right-in only entrance on Bayfront Expressway, and the entry at the intersection of Constitution Drive and Chilco Street as the primary entrance points to the Project Site. Trucks shall access the site via Constitution Drive. The use of the Willow Road entrance shall continue to be primarily used by Facebook shuttles, delivery and service vehicles, and emergency responders, with minimal access for single occupancy vehicles, to the satisfaction of the Public Works Director and Transportation Manager.

9.37 Transportation Impact Fee: Prior to building permit issuance for the Foundation Only Permit (Section 8.1), the applicant shall pay the Transportation Impact Fee per the direction of the Transportation Division in compliance with Chapter 13.26 of the Municipal Code. The current estimated total transportation impact fee is $1,628,094.91, although the final fee shall be the fee in effect at the time of payment and shall be pro-rated per building. The Transportation Impact Fee escalates annually on July 1.

9.38 Relocation of the existing 30 inch on-site storm drain (Building 23): The Applicant shall relocate the existing on-site 30-inch storm drain line to Chilco Street, subject to the review and approval of the Building, Planning, and Engineering Divisions and prior to issuance of the Foundation Only Building Permit for Building 22. Upon completion of the relocation, the Applicant may request abandonment of the City's easement recorded as part of the conditions of approval for Building 23 (300 Constitution Drive and identified in the recorded "Agreement Regarding Storm Drain Line.")

9.39 Construction Equipment Emissions: Concurrent with the submittal of each individual building permit and/or sub-phase, the Applicant shall submit documentation of compliance with Tier 4 emissions standards for all off-road diesel engines used during construction, subject to review and approval of the Building and Planning Divisions.

9.40 Construction Parking: Construction parking shall be accommodated per the Construction and Parking Phasing plans in the approved Project Plans.

9.41 Construction Hours: Typical construction hours shall be 7:00 a.m. to 10:00 p.m. Monday through Friday and from 8:00 a.m. to 5:00 p.m. on Saturdays. Construction activities taking place outside of the noise ordinance exemption work hours of 8:00 a.m. to 6:00 p.m. Monday through Friday are required to comply with the noise limitations set forth in Chapter 8.06 (Noise) of the municipal code. The Applicant shall not conduct any noise generating exterior building work or site work on Sundays or national holidays. 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 Noise Ordinance (Chapter 8.06) subject to review and approval of the Building and Planning Divisions.

9.42 Lot Line Adjustment: Prior to the issuance of the Grading and Utilities building permit phase for Building 21, the Applicant shall record the lot line adjustment with the County of San Mateo to relocate the property line along the eastern boundary of the TE Campus Parcel to the northwestern corner of the Project Site, creating a specific parcel for the Hotel.

9.43 Hazardous Materials: Hazardous materials, incidental to office and hotel uses, are permitted to be stored and used at the site. The applicant is required to submit all required documents for typical use permit applications involving hazardous materials, including but not limited to the hazardous materials information form, generator supplemental information form, and chemical inventories to the Planning Division for review and routing to the outside reviewing agencies. The use and storage of hazardous materials shall not be permitted until the Planning Division receives approval from the Menlo Park Building Division, Menlo Park Fire Protection District, West Bay Sanitary District, and the San Mateo County Environmental Health Division. If approved by all outside agencies, the Community Development Director or his/her designee shall issue a letter authorizing the use and storage of hazardous materials.

10. PROJECT SPECIFIC CONDITIONS – UNDERCROSSING IMPROVEMENTS

10.1 Public Access Easements: The Applicant shall continue to maintain the public access easement(s) for utilization of the undercrossing by members of the public.

10.2 Stormwater Operations and Maintenance Agreement: The Applicant shall continue to comply with the West Campus Undercrossing Improvements Operations and Maintenance Agreement. The Operations and Maintenance Agreement establishes a self-perpetuating drainage system maintenance program (to be managed by the property owner or property manager) that includes annual inspections of any infiltration features and stormwater detention devices (if any), and drainage inlets, flow through planters, and other BMPs. Any accumulation of sediment or other debris shall be promptly removed. Funding for long-term maintenance of all BMPs is specified in the Operations and Maintenance Agreement. An annual report documenting the inspection and any remedial action

conducted shall continue to be submitted to the Public Works Director for review.

11. PROJECT SPECIFIC CONDITIONS – BICYCLE AND PEDESTRIAN BRIDGE

11.1 Sequencing Bicycle and Pedestrian Bridge over Bayfront Expressway: The following outlines the basic sequencing of required permits and construction related to the Bicycle and Pedestrian Bridge over Bayfront Expressway and the design and construction of the publicly accessible open space, as identified in the Project Plans.

i. Bonding: The Applicant shall post a bond to complete the Conceptual Bicycle and Pedestrian Bridge Improvements depicted in the plan set associated with Caltrans Encroachment permit number EA 2K590 to be drawn on if the Project is not developed as anticipated.

1. A cost estimate for the construction of the Bicycle and Pedestrian Bridge Improvements shall be provided to the City on the Effective Date of the CDP as defined in section 5.2 for review and approval of the Public Works Director.

2. A bond for 200% of the approved cost estimate shall be posted within 30 days of the Effective Date of the Amended and Restated Conditional Use Permit as defined in section 5.2.

11.2 City Approval: The Applicant shall apply for City approval of the Bicycle and Pedestrian Bridge and Public Open Space as follows:

11.2.1 Submit a substantially complete set of Bicycle and Pedestrian Bridge Improvement plans to the City concurrent with the building permit submittal for the Core and Shell phase for Building 21. For purposes of this Section 11.2.1, “substantially complete” shall mean 65% structural plans and details.

11.2.2 Outside Agency Approval: Submit applications to applicable outside agencies within 30 days of City approval of the Bicycle and Pedestrian Bridge Improvement plans, and diligently pursue approvals from those outside agencies. Applicable agencies with permitting authority for the Bicycle and Pedestrian Bridge Improvements include:

- Caltrans;
- Pacific Gas and Electric (PG&E);
- U.S. Fish and Wildlife Service; and
- Other Agencies with Jurisdiction

11.2.3 Submit documentation of approval from the agencies with permitting authority for the Bicycle and Pedestrian Bridge to the City for review and confirmation by the City Building Official and Public Works Director prior to issuance of a building permit for the Bicycle and Pedestrian Bridge.

11.3 Caltrans Approval: Prior to building permit issuance for the Bicycle and Pedestrian Bridge Improvements, the Applicant shall submit all necessary improvement plans and documents required by Caltrans for work associated with the Project and under their jurisdiction. The design plans shall be subject to review and approval of the Public Works Director prior to submittal to Caltrans. The Applicant shall diligently pursue permitting approval to the satisfaction of the Public Works Director. Upon Caltrans approval and the approval of any other agencies with jurisdiction over the Bicycle and Pedestrian Bridge Improvements, the Applicant shall exercise good faith efforts to diligently construct the bridge and associated improvements and enter into a long-term maintenance agreement with the City for these improvements prior to issuance of the building permit for the Core and Shell phase for Building 22. This long-term maintenance agreement shall provide that in the case of the end of the useful life of the improvements, whichever occurs earlier, Applicant shall have the right to demolish the improvements and shall have no obligation to replace or reconstruct the improvements.

11.4 Pacific Gas and Electric (PG&E): Prior to building permit issuance for the Bicycle and Pedestrian Bridge Improvements, the Applicant shall submit all necessary improvement plans and documents required by Pacific Gas and Electric (PG&E) for work associated with the Project and under PG&E's jurisdiction, including, but not limited to bridge location and separation between the high voltage power lines. The plans shall be submitted to the Public Works Director for review and approval prior to submittal to PG&E. The Applicant shall diligently pursue permitting approval to the satisfaction of the Public Works Director.

11.5 U.S. Fish and Wildlife Service (USFWS): Prior to building permit issuance for the Bicycle and Pedestrian Bridge Improvements, the Applicant shall submit all necessary improvement plans and documents required by U.S. Fish and Wildlife Service (USFWS) for work associated with the Project and under the USFWS jurisdiction, including, but not limited to touchdown of the bridge adjacent to the Don Edward's Wildlife Refuge and the overlook on the northern side of the Bay Trail. The plans shall be submitted to the Public Works Director for review and approval prior to submittal to USFWS. The Applicant shall diligently pursue permitting approval to the satisfaction of the Public Works Director

11.6 Bay Trail Project Coordination: Prior to building permit issuance for the Bicycle and Pedestrian Bridge Improvements, the Applicant shall work cooperatively with the Bay Trail Project on the design of the Bicycle and Pedestrian Bridge Improvements to ensure that the bridge touchdown is

compliant with the Bay Trail requirements to the maximum extent practicable, all to the satisfaction of the Public Works Director.

11.7 Public Access: Concurrent with complete plan set submittal for construction of the Bicycle and Pedestrians Bridge Improvements, the Applicant shall submit a plat and legal description for a public access easement(s) for utilization of the Bicycle and Pedestrian Bridge to the satisfaction of the Public Works Director. The form of public access easement shall permit Applicant to establish reasonable rules and regulations governing its use and to temporarily suspend access to the Bicycle and Pedestrian Bridge in case of emergencies. The acceptance of the deed or dedication requires Menlo Park City Council approval prior to final inspection for the Core and Shell phase of the building permit for Building 22.

11.8 Utility Improvements: Concurrent with building permit submittal for the Bicycle and Pedestrian Bridge Improvements, the Applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Community Development Director and Public Works Director prior to building permit issuance. Landscaping shall properly screen all utility equipment that is installed outside of a structure or building 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 plan for new utility installations/upgrades shall show exact locations of all meters. The screening shall be compatible and unobtrusive and subject to the review and approval of the Community Development Director prior to building permit issuance.

11.9 Grading and Drainage: Concurrent with building permit submittal for the Bicycle and Pedestrian Bridge Improvements, the applicant shall submit a Grading and Drainage Plan, including an Erosion and Sedimentation Control Plan, for review and approval by the Engineering Division prior to building permit issuance. The Grading and Drainage Plan shall be prepared based on the City's Grading and Drainage Plan Guidelines and Checklist, the City approved Hydrology Report for the Project, and the Project Applicant Checklist for the National Pollution Discharge Elimination System (NPDES) Permit Requirements to the satisfaction of the Public Works Director.

11.10 Lighting: Concurrent with building permit submittal for the Bicycle and Pedestrian Bridge Improvements, the Applicant shall submit a lighting plan, including photometric contours, manufacturer's specifications on the fixtures, and mounting heights to ensure safe access and to illustrate the light and glare do not spillover beyond the extent of the pathway on the Bicycle and Pedestrian Bridge and the access to the bridge, subject to the satisfaction of the Community Development Director and Public Works Director.

11.11 Comply with Applicable Requirements: The Applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the Project, to the satisfaction of the Community Development Director.

11.12 Building Construction Street Impact Fee: Prior to issuance of the building permit for the Bicycle and Pedestrian Bridge Improvements, the Applicant shall pay the applicable building construction street impact fee in effect at the time of payment to the satisfaction of the Public Works Director. The amount of such fees may be reduced in the reasonable discretion of the Public Works Director depending on the extent to which construction vehicle traffic is occurring on City streets, and shall be subject to a credit for work performed in connection with Phases 5 and 6 of the Chilco Streetscape Improvements pursuant to the Development Agreement for 301-309 Constitution Drive.

11.13 Utility and Communication Provider Requirements: As applicable, the Applicant must comply with all regulations of Pacific Gas and Electric, West Bay Sanitary District and other applicable communication providers (i.e., AT&T and Comcast) that are directly applicable to the Project, to the satisfaction of the Community Development Director.

11.14 Operations and Maintenance Agreement: Prior to approval of building permit final for the Bicycle and Pedestrian Bridge Improvements, the Applicant shall enter into an Operations and Maintenance Agreement with the City. Alternatively, an existing Operation and Maintenance Agreement may be amended to include the Bicycle and Pedestrian Bridge. The Operations and Maintenance Agreement shall establish a self-perpetuating drainage system maintenance program (to be managed by the Property Owner or property manager) that includes annual inspections of any infiltration features and stormwater detention devices (if any), and drainage inlets, flow through planters, and other BMPs. Any accumulation of sediment or other debris shall be promptly removed. Funding for long-term maintenance of all BMPs must be specified in the Operations and Maintenance Agreement. The Operation and Maintenance Agreement shall be subject to review and approval of the City Attorney and the Public Works Director and shall be recorded prior to building permit final inspection. An annual report documenting the inspection and any remedial action conducted shall be submitted to the Public Works Director for review.

11.15 Maintenance Agreement: Prior to approval of building permit final inspection for the Bicycle and Pedestrian Bridge Improvements, the Applicant shall enter into a Maintenance Agreement with the City to maintain the Bicycle and Pedestrian Bridge, including but not limited to typical cleaning and repairs, at the Applicant's sole cost.

11.16 Construction and Demolition Debris: As applicable, the Applicant shall comply with the requirements of Chapter 12.48 (Salvaging and Recycling

of Construction and Demolition Debris) of the City of Menlo Park Municipal Code, subject to review and approval by the Building Official.

11.17 Erosion and Sedimentation Control: Concurrent with building permit submittal for the Bicycle and Pedestrian Bridge Improvements, the Applicant shall submit a plan for construction of safety fences around the periphery of the construction area and a demolition Erosion and Sedimentation Control Plan. The fences and erosion and sedimentation control measures shall be installed according to the plan prior to commencing construction. The plans shall be reviewed and approved by the Building Official prior to issuance of a demolition permit.

11.18 Construction: Construct the Bicycle and Pedestrian Bridge prior to issuance of the building permit for the Foundation Only phase for Building 22.

11.19 Building Permit Final: All building permits associated with the Bicycle and Pedestrian Bridge Improvements shall receive final inspection approval from the City prior to issuance of the building permit for the Foundation Only building permit phase for Building 22 to the satisfaction of the Public Works Director and Building Official.

11.20 Extensions: If Applicant diligently pursues approval from the outside agencies but is delayed in obtaining approval and subsequently construction is delayed due to no fault or lack of diligence on the part of the Applicant, Applicant's obligations to construct the Pedestrian and Bicycle Bridge Improvements shall be extended automatically, subject to the approval of the City Manager which shall not be unreasonably withheld. In addition, the City Manager may extend the timeline for delivery of the Bicycle and Pedestrian Bridge due to construction delays due to circumstances outside the Applicant's reasonable control. In reviewing the request to extend the timeline for delivery, the City Manager shall consider evidence from the Applicant of a good faith effort to construct the bridge prior to issuance of the Foundation Only phase building permit for Building 22.

12. PROJECT SPECIFIC CONDITIONS – PUBLIC OPEN SPACE

12.1 Sequencing Public Open Space: The following outlines the basic sequencing of required permits and review for the Publicly Accessible Open Space, as identified in the Project Plans.

12.2 City Approval: The Applicant shall submit the landscape and site improvement plans for the proposed Publicly Accessible Open Space concurrent with the submittal of the building permit for the Grading and Drainage phase for Building 22. The applicant shall submit the plans as follows:

12.2.1 Submit complete set of Public Open Space Improvement plans to the City concurrent with the Grading and Drainage building permit phase for Building 22.

12.2.2 The project plans shall identify the location of all structures, hardscaping, and landscaping, and shall be accompanied by a project description letter documenting conformance with the approved site plan and this Amended and Restated Conditional Development Permit.

12.2.3 The design of the Publicly Accessible Open Space shall be reviewed and approved by the Community Development Director and Public Works Director.

12.2.4 The City shall expeditiously process and review the permit plans for the Publicly Accessible Open Space.

12.2.5 The Applicant shall construct and complete the Publicly Accessible Open Space concurrent with Building 22, specifically with the Landscaping building permit phase associated with Building 22. However, the permit for the Publicly Accessible Open Space can be issued separately from the building permits for Building 22.

12.2.6 Final Inspection and/or temporary occupancy for Building 22 shall not be granted by the City until the Publicly Accessible Open Space is completed to the satisfaction of the Public Works Director and Community Development Director.

12.3 Public Access Irrevocable License: Concurrent with complete plan set submittal for the permit for the Publicly Accessible Open Space, the Applicant shall submit a plat and legal description and proposed form of irrevocable license for public utilization of the Publicly Accessible Open Space and the Bicycle and Pedestrian Bridge to the satisfaction of the Public Works Director and City Attorney. The form of irrevocable license shall ensure that Applicant has reasonable control over the public open space. The acceptance of the form of license agreement requires City Manager approval prior to final inspection for the Tenant Improvements building permit phase for Building 22.

12.4 Utility Improvements: Concurrent with the permit submittal for the improvement plans for the Publicly Accessible Open Space, the Applicant shall submit a plan for any new utility installations or upgrades within the public open space for review and approval of the Community Development Director and Public Works Director prior to permit issuance. Landscaping shall properly screen any utility equipment that is installed outside of a structure/building 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 plan for new utility installations/upgrades shall show exact locations of all meters, back flow

prevention devices, transformers, junction boxes, relay boxes and other equipment boxes. The screening shall be compatible and unobtrusive and subject to the review and approval of the Community Development Director prior to landscaping and site improvement permit issuance.

12.5 Grading and Drainage: Concurrent with permit submittal for the Publicly Accessible Open Space, the applicant shall submit a Grading and Drainage Plan, including an Erosion and Sedimentation Control Plan, for review and approval by the Engineering Division prior to building permit issuance. The Grading and Drainage Plan shall be prepared based on the City's Grading and Drainage Plan Guidelines and Checklist, the City approved Hydrology Report for the Project, and the Project Applicant Checklist for the National Pollution Discharge Elimination System (NPDES) Permit Requirements to the satisfaction of the Public Works Director.

12.6 Landscape Plan: Concurrent with permit submittal for the Publicly Accessible Open Space, the Applicant shall submit a detailed on-site landscape plan, including the size, species, and location, and an irrigation plan for review and approval by the Community Development Director and Public Works Director. The landscape plan shall include all onsite landscaping, adequate sight distance visibility, screening for outside utilities with labels for the utility boxes sizes and heights, fencing inclusive of fence height and materials, and documentation confirming compliance with the Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44), if applicable. If heritage tree replacements are proposed, the plans shall document the species, size, and number for compliance with the Amended and Restated Conditional Development Permit, subject to review and approval of the City Arborist and Planning Division. The landscape plan shall include an appropriate mix of native and adapted species to complement the nearby Don Edwards San Francisco Bay National Wildlife Refuge and shall be reviewed and approved by the Community Development Director and Public Works Director prior to building permit issuance.

12.7 Lighting: Concurrent with the permit submittal for the Publicly Accessible Open Space, the Applicant shall submit a lighting plan, including photometric contours, manufacturer's specifications on the fixtures, and mounting heights to ensure safe access and to illustrate the light and glare do not spillover to neighboring properties, to the satisfaction of the Community Development Director and Public Works Director.

12.8 Comply with Applicable Requirements: The Applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project, to the satisfaction of the Community Development Director.

12.9 Building Construction Street Impact Fee: Prior to issuance of the building permit for the Publicly Accessible Open Space, the Applicant shall pay the applicable building construction street impact fee in effect at the time of

payment to the satisfaction of the Public Works Director. The amount of such fees may be reduced in the reasonable discretion of the Public Works Director depending on the extent to which construction vehicle traffic is occurring on City streets, and shall be subject to a credit for work performed in connection with Phases 5 and 6 of the Chilco Streetscape Improvements pursuant to the Development Agreement for 301-309 Constitution Drive.

12.10 Utility and Communication Provider Requirements: The Applicant must comply with all regulations of Pacific Gas and Electric, West Bay Sanitary District and other applicable communication providers (i.e., AT&T and Comcast) that are directly applicable to the Project, to the satisfaction of the Community Development Director.

12.11 Stormwater Operations and Maintenance Agreement: Prior to permit final for the Publicly Accessible Open Space, the Applicant shall enter into an Operations and Maintenance Agreement with the City or amend the previous agreement for the Bicycle and Pedestrian Bridge. The Operations and Maintenance Agreement shall establish a self-perpetuating drainage system maintenance program (to be managed by the property owner or property manager) that includes annual inspections of any infiltration features and stormwater detention devices (if any), and drainage inlets, flow through planters, and other BMPs. Any accumulation of sediment or other debris shall be promptly removed. Funding for long-term maintenance of all BMPs must be specified in the Operations and Maintenance Agreement. The Operation and Maintenance Agreement or amended agreement, shall be subject to review and approval of the City Attorney and the Public Works Director and shall be recorded prior to building permit final inspection. An annual report documenting the inspection and any remedial action conducted shall be submitted to the Public Works Director for review.

12.12 Construction and Demolition Debris: If applicable, the Applicant shall comply with the requirements of Chapter 12.48 (Salvaging and Recycling of Construction and Demolition Debris) of the City of Menlo Park Municipal Code, subject to review and approval by the Building Official.

12.13 Erosion and Sedimentation Control: Concurrent with building permit submittal for the Publicly Accessible Open Space, the Applicant shall submit a plan for construction of safety fences around the periphery of the construction area and a Demolition Erosion and Sedimentation Control Plan. The fences and erosion and sedimentation control measures shall be installed according to the plan prior to commencing construction. The plans shall be reviewed and approved by the Building Official prior to issuance of a demolition permit.

12.14 Building Permit Final: All building or landscaping permits associated with the publicly accessible open space shall receive final inspection approval prior to issuance of temporary occupancy or building permit final for the Tenant Improvements building permit phase for Building 22 to the

satisfaction of the Public Works Director, Community Development Director, and Building Official.

12.15 Extensions and Sequencing Modifications: If Applicant diligently pursues approval of the Publicly Accessible Open Space but is delayed in obtaining approval due to no fault or lack of diligence on the part of the Applicant, the City Manager has the authority to extend the timeline for completion of the Publicly Accessible Open Space for a reasonable period of time. In addition, the City Manager may extend the timeline for delivery of the Publicly Accessible Open Space due to construction delays due to circumstances outside the Applicant's reasonable control. In reviewing the request to extend the timeline for delivery, the City Manager shall consider evidence from the Applicant of a good faith effort to construct the Publicly Accessible Open Space prior to issuance of the Foundation Only building permit phase for Building 22.

13. PROJECT SPECIFIC CONDITIONS – ON-SITE RECYCLED WATER

13.1 Timing: Prior to issuance of the Foundation Only building permit for Building 21, the Applicant shall submit documentation to the City's Building Official of compliance with State and Local requirements for the on-site water recycling facility. State and local approvals shall be submitted prior to issuance of the Tenant Improvement building permit.

13.2 City Submittal Requirements: Concurrent with the submittal of the Foundation Only building permit phase for Building 21, the following items shall be submitted to the City Building Official for review and determination of the use of alternate means and methods:

13.2.1 Description of On-site System: The submittal package for the on-site water recycling system shall include a description of the proposed system, including but not limited to the following documentation: Treatment technology and level of treatment, compliance with State regulations (not approvals), system capacity, maintenance and operational plans, flood protection measures, and recycled water uses.

13.2.2 Project Plan Set: Concurrent with the submittal of the Building 21 Foundation Only building permit phase, the Applicant shall submit the schematic design plan set for the proposed on-site wastewater treatment system to the City. The plan set should document the location of the membrane bio-reactor (MBR) or the constructed drain and fill wetlands, and document how the proposed on-site wastewater system would be designed and operated. The plans shall show the locations for recycled water usage, including irrigation emitter types, and hours of operation for the irrigation system.

13.2.3 California State Water Board Permit: Concurrent with the submittal of the building permit application, the Applicant shall submit a copy

of the Water Reuse Permit application to the California Regional Water Quality Control Board, San Francisco Bay Region (Water Board) – Division of Drinking Water and Watershed Management Division.

13.3 Building Permit Review and Determination: The Building Official will be responsible for evaluating the permit plans and documents submitted by the Applicant. The Building Official has authority to grant the use of alternate means and methods for the on-site recycled wastewater system. Prior to issuing a building permit for the on-site recycled water system, a copy of the approved Water Reuse Permit for the Project must be submitted to the City for the Building Official's review.

13.4 Construction: The Applicant shall construct the onsite water treatment system and obtain all required approvals and inspections from the City and other agencies of jurisdiction prior to building permit final for the Tenant Improvements phase of Building 21. The on-site treatment system shall be constructed in accordance with the approved building permit plans, subject to review and approval of the Building Official.

13.5 Maintenance And Operations Agreement: Prior to final inspection of the Tenant Improvements phase of the building permit for Building 21, the Applicant shall enter into an agreement for the operation and maintenance of the system or similar instrument to require the Applicant to consistently maintain and operate the system in compliance with the building permit from the City and the permits from the Department of Water Resources and/or County of San Mateo Environmental Health. The form of agreement shall be subject to review and approval of the City Attorney, Building Official, and the Public Works Director and shall be recorded prior to final inspection of the Tenant Improvements phase or temporary occupancy for Building 21. An annual report documenting the inspection record and compliance with City, County, and State requirements shall be submitted to the City for the Building Official and Public Works Director's review for compliance. Applicant shall have the right to decommission the recycled water system in the future provided that the Applicant demonstrates that recycled water will be used for landscaping and other non-potable uses via an alternative means (e.g., connecting the office buildings to a recycled water system operated by West Bay Sanitary District).

13.6 Extensions and Sequencing Modifications: If Applicant diligently pursues approval of the on-site recycled water system but is delayed in obtaining approval due to no fault or lack of diligence on the part of the Applicant, the City Manager has the authority to extend the timeline for submitting documentation of State and local approvals until after issuance of the Tenant Improvement building permit and to extend the timeline for completion of the on-site recycled water system for a reasonable period of time. In addition, the City Manager may extend the timeline for installation of the on-site recycled water system due to construction delays due to circumstances outside the Applicant's reasonable control. In reviewing the

request to extend the timeline for delivery, the City Manager shall consider evidence from the Applicant of a good faith effort to obtain approvals to construct the on-site recycled water system and shall ensure that if temporary occupancy is granted to Building 21, adequate safeguards shall be in place to ensure that only potable water is used in the building's plumbing fixtures. If Applicant is unable to obtain all permits necessary to construct and operate an on-site recycled water system, Applicant shall comply with requirements set forth in Section 12 of the Development Agreement for 301-309 Constitution.

14. PROJECT SPECIFIC CONDITIONS – ACCESS PARCEL (FACEBOOK WAY)

14.1 Recordation: The Lot Line Adjustment that established an Access Parcel (055-260-997) and a Main Parcel (055-260-290) for Building 20, including the private road name for the Project Site, shall be maintained as part of the Lot Line Adjustment between Parcel Numbers 055-260-250 and 055-260-290.

14.2 Common Ownership: The Access Parcel (055-260-997) and a Main Parcel (055-260-290) shall remain in common ownership in perpetuity, to the satisfaction of the Public Works Director.

14.3 Road Naming: The name of the private road (Facebook Way) shall be maintained per the previously recorded lot line adjustment. Future changes to the road name shall require the applicant to submit a plat map and legal description specifying the new road name for the review of the Public Works Director, and said document shall be recorded, or the applicant shall comply with such other procedures as the Public Works Director determines in his/her reasonable discretion. The provided documentation shall be subject to review and approval of the Building Official, Public Works Director, and Menlo Park Fire Protection District.

14.4 Access Parcel Use: The Access Parcel shall be solely for road purposes and provision of vehicular, bicycle and pedestrian access, and shall be an unbuildable parcel. No permanent or temporary structures are permitted to encroach into the access parcel, in perpetuity, to the satisfaction of the Public Works Director and Building Official.

15. PROJECT SPECIFIC CONDITIONS - MITIGATION MEASURES CARRIED FORWARD FROM BUILDING 20 APPROVAL

Mitigation measures that are associated with both the Project, the East Campus and the West Campus only need to be satisfied once.

15.1 Willow Road and Bayfront Expressway Improvement[1]: The proposed partial mitigation measures for the intersection of Willow Road and

[1] Even though this mitigation measure is associated with both the East Campus and West Campus components of the Project, its implementation was triggered by the East Campus approvals.

Bayfront Expressway include an additional eastbound right turn lane with a right turn overlap phase from Willow Road to Bayfront Expressway, a new Class I bikeway between the railroad tracks and the existing Bay Trail, closing the outbound direction of the driveway at Building 10 to simplify maneuvering through the stop-controlled intersection (inbound access would still be provided), lengthening the existing right-turn pocket at the westbound approach to a full lane between Bayfront Expressway and the stop-controlled intersection, and ensuring the crosswalk at the stop-controlled intersection is accommodated safely.

Prior to the 1601 Willow Road Development Agreement approval, the Applicant shall prepare a construction cost estimate for the proposed mitigation measures at the intersection of Willow Road and Bayfront Expressway for review and approval of the Public Works Director. Within 90 days of the effective date of the 1601 Willow Road Development Agreement, the Applicant shall provide a bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the effective date of the 1601 Willow Road Development Agreement, the Applicant shall submit complete plans to construct the intersection improvements.

Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way and on the egress approach, including but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, signage and striping modifications further west on Willow Road, and the design of the eastbound direction Class I bikeway from the railroad tracks to the intersection of Willow Road and Bayfront Expressway. The plans shall be subject to review and approval of the Public Works Department prior to submittal to Caltrans. The Applicant shall complete and submit an encroachment permit for approval by the City and Caltrans prior to construction of the intersection improvements. The Applicant shall construct the on-site improvements within 180 days of City approval of the plans. The Applicant shall construct the off-site improvements within 180 days of receiving approval from Caltrans.

If Caltrans does not approve the intersection improvements proposed within five years from the 1601 Willow Road Development Agreement effective date, and the Applicant demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Applicant shall be relieved of responsibility to construct the improvement and the bond shall be released by the City. Construction of this improvement by the Applicant shall count as a future credit toward payment of the Transportation Impact Fee (TIF)

Consequently, to satisfy the requirements of the East Campus MMRP, the Applicant has already posted a bond for the required improvements and submitted improvement plans to the City for review.

payable by the Applicant pursuant to the TIF Ordinance. In the event any portion of the intersection improvements is eligible for funding in whole or in part by the City/County Association of Governments (C/CAG) such improvements may be deferred by the City in its sole discretion to pursue such funding and the Applicant may be relieved of its responsibility to construct such portion of the intersection improvements as may be funded by C/CAG, or such responsibility may be deferred until eligibility for funding is determined. (West Campus MM-TR-1.1.a)

15.2 University Avenue and Bayfront Expressway Improvement[2]: The proposed mitigation measure for the intersection of University Avenue and Bayfront Expressway includes an additional southbound through lane and receiving lane. A revised signal timing plan would also be needed. The additional southbound through lane and southbound receiving lane are not feasible due to the right-of-way acquisition from multiple property owners, potential wetlands, relocation of the Bay Trail, and significant intersection modifications, which are under Caltrans jurisdiction. However, the installation of a Class I bikeway (portion of the Bay Trail from west of the railroad tracks to the intersection of University Avenue and Bayfront Expressway) is a feasible, partial mitigation measure for the impact. This partial mitigation measure would require paving, grading, drainage and signing and striping improvements.

Prior to the 1601 Willow Road Development Agreement approval, the Applicant shall prepare a construction cost estimate for the proposed partial mitigation measure along University Avenue between Bayfront Expressway and the railroad tracks for review and approval of the Public Works Director. Within 90 days of the effective date of the 1601 Willow Road Development Agreement, the Applicant shall provide a bond for improvements in the amount equal to the estimated construction cost for the improvements plus a 30 percent contingency. Within 180 days of the effective date of the 1601 Willow Road Development Agreement, the Applicant shall submit complete plans to construct the improvements.

Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including but not limited to, grading and drainage improvements, utility relocations, and signage and striping modifications. The plans shall be subject to review and approval by the City and coordination with the City of East Palo Alto Public Works Departments prior to submittal to Caltrans. The Applicant shall complete and submit an encroachment permit for approval by the cities of Menlo Park and East Palo Alto, if required, and Caltrans prior to construction of the improvements. The Applicant shall construct the improvements within 180 days of receiving approval from Caltrans.

[2] Even though this mitigation measure is associated with both the East Campus and West Campus components of the Project, its implementation was triggered by the East Campus approvals. Consequently, to satisfy the requirements of the East Campus MMRP, the Applicant has already posted a bond for the required improvements and submitted improvement plans to the City for review.

If Caltrans does not approve the proposed improvements within five years from the 1601 Willow Road Development Agreement effective date, and the Applicant demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Applicant shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Applicant submits funds equal to the updated estimated construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, and transit improvements, and TDM programs throughout the City, with priority given to portions of the City east of US 101. Construction of these improvements is not eligible for a Transportation Impact Fee (TIF) credit. (West Campus MM-TR-1.1.c)

15.3 Willow Road and Newbridge Street[3]: The potential mitigation measure for the intersection of Willow Road and Newbridge Street includes an additional eastbound left-turn lane, an additional northbound receiving lane for the eastbound left turning traffic, an additional westbound through/right-turn lane, and an additional receiving lane for the westbound through traffic. The additional eastbound left-turn lane and northbound receiving lane are not feasible due to the right-of-way acquisition and property impacts required along Newbridge Street and at the southwest quadrant of the intersection, which is in the City of East Palo Alto. However, the additional westbound through/right-turn lane and westbound receiving lane is a feasible, partial mitigation measure for the impact. This partial mitigation measure would require traffic signal modifications, the removal of at least one heritage tree in front of 1157 Willow Road in order to accommodate the receiving lane, and the removal and relocation of a portion of the concrete masonry wall and landscaping near 1221 Willow Road.

Prior to the 1601 Willow Road Development Agreement approval, the Applicant shall prepare a construction cost estimate for the feasible mitigation measure at the intersection of Willow Road and Newbridge Street for review and approval of the Public Works Director. Within 90 days of the effective date of the 1601 Willow Road Development Agreement, the Applicant shall provide a performance bond for improvements in the amount equal to the estimated construction cost for the intersection improvements plus a 30 percent contingency. Within 180 days of the 1601 Willow Road Development Agreement effective date, the Applicant shall submit complete plans to construct a westbound through/right turn lane approximately 300 feet in length, and a westbound through receiving lane, from the Willow Road and Newbridge Street

[3] Even though this mitigation measure is associated with both the East Campus and West Campus components of the Project, its implementation was triggered by the East Campus approvals. Consequently, to satisfy the requirements of the East Campus MMRP, the Applicant has already posted a bond for the required improvements and submitted improvement plans to the City for review.

intersection to the beginning of the northbound US 101 on-ramp, based on impacts to the intersections of Willow Road and Newbridge Street.

Complete plans shall include all necessary requirements to construct the improvements in the public right-of-way, including, but not limited to, grading and drainage improvements, utility relocations, traffic signal relocations/modifications, tree protection requirements, and striping modifications. The plans shall be subject to review and approval by the City and coordination with the City of East Palo Alto Public Works Departments prior to submittal to Caltrans. The Applicant shall complete and submit an encroachment permit for approval by the cities of Menlo Park and East Palo Alto, if required, and Caltrans prior to construction of the intersection improvements. The Applicant shall construct the improvements within 180 days of receiving approval from Caltrans.

If Caltrans does not approve the intersection improvements proposed within five years from the 1601 Willow Road Development Agreement effective date, and the Applicant demonstrates that it has worked diligently to pursue Caltrans approval to the satisfaction of the Public Works Director, in his/her sole discretion, then the Applicant shall be relieved of responsibility to construct the improvement and the bond shall be released by the City after the Applicant submits funds equal to the updated estimated construction cost to the City. The City may use the funds for other transportation improvements, including, but not limited to, bicycle, pedestrian, transit improvements, and TDM programs, throughout the City, with priority given to those portions of the City east of US 101. The partial mitigation improvements are not eligible for a Transportation Impact Fee (TIF) credit. (West Campus MM-TR-6.2.d)

15.4 Implement Bird-Safe Design Standards into West Campus Building and Lighting Design: All new buildings and lighting features constructed or installed at the West Campus shall be implemented to at least a level of "Select Bird-Safe Building" standards as defined in the City of San Francisco Planning Department's "Standards for Bird-Safe Buildings," adopted July 14, 2011. These design features shall include minimization of bird hazards as defined in the standards. With respect to lighting, the West Campus shall:

- Be designed to minimize light pollution including light trespass, over-illumination, glare, light clutter, and skyglow while using bird-friendly lighting colors when possible.

- Avoid uplighting, light spillage, event search lights, and use green and blue lights when possible.

- Turn off unneeded interior and exterior lighting from dusk to dawn during migrations: February 15 through May 31 and August 15 through November 30.

- Include window coverings on rooms where interior lighting is used at night that adequately block light transmission and motion sensors or controls to extinguish lights in unoccupied spaces (West Campus MM-BR-4.2).

15.5 Record Additional Restrictions: The Applicant shall ensure that the updated OMMP (West Campus Mitigation Measure HM-2.1) includes provisions for disclosing information in DTSC-approved remediation reports along with any other requirements pertaining to post-construction, long-term operation and maintenance of subsurface utilities or maintenance or repair of foundations. Any such documentation shall be recorded in the Office of the County Recorder and a copy shall be provided to the City (West Campus MM-HM-5.1).

15.6 Limit Generator Testing to Daytime Hours on the West Campus: The Applicant shall limit generator testing to between the hours of 8:00 a.m. and 6:00 p.m (West Campus MM-NO-1.2).

16. PROJECT SPECIFIC MITIGATION MEASURES – BUILDINGS 21, 22, AND HOTEL

16.1 The Applicant shall comply with all mitigation measures identified in the EIR and the associated Mitigation Monitoring and Reporting Program for the Project attached hereto as Exhibit B.

17. GENERAL CONDITIONS:

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

17.2 Covenants Run with the Land: All of the conditions contained in this Conditional Development Permit shall run with the land comprising the Property 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 Conditional Development Permit.

17.3 Consistency: In the event of a conflict between the Development Agreement for 301-309 Constitution Drive, the Development Agreement for the West Campus, and this Amended and Restated Conditional Development Permit, the more restrictive provision in any of such documents shall control.

17.4 Severability: If any condition of this Conditional Development Permit, or any part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or enforceable, such condition, or part hereof, shall be deemed severable from the remaining conditions of this Conditional Development Permit and shall in no way affect the validity of the remaining conditions hereof.

17.5 Exhibits: The exhibits referred to herein are deemed incorporated into this Conditional Development Permit in their entirety.

Exhibit A: West Campus Trip Cap Monitoring and Enforcement Policy *(See Attachment U of the Staff Report)*
Exhibit B: MMRP for Buildings 21-22 and Hotel *(See Attachment G of the Staff Report)*

EXHIBIT A
(West Campus Trip Cap Monitoring and Enforcement Policy)

EXHIBIT B
(MMRP for Buildings 21-11 and Hotel)

DRAFT – September 26, 2016

RESOLUTION NO.____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING AN AMENDED AND RESTATED CONDITIONAL DEVELOPMENT PERMIT FOR THE PROPERTIES LOCATED AT 300-309 CONSTITUTION DRIVE AND 1 FACEBOOK WAY, BUILDING 20

WHEREAS, the City of Menlo Park ("City") received an application from Hibiscus Properties, LLC ("Applicant"), to redevelop the property located at 301-309 Constitution Drive ("Property") by demolishing the on-site buildings, with the exception of Building 23 (300 Constitution Drive), and the subsequent redevelopment of the Project Site with two office buildings totaling no more than 962,400 square feet of office uses and an up to 200 room hotel of approximately 174,800 square feet (Project). The Project would include 3,533 new parking spaces. Building 20 (1 Facebook Way), with its minimum 1,466 approved parking spaces, is also included in this Amended and Restated Conditional Development Permit. In addition, Building 23 (formerly 300 Constitution Drive) has also been incorporated into this Amended and Restated Conditional Development Permit;

WHEREAS, the proposed Project would result in a highly interconnected campus, inclusive of Buildings 20 and 23, including a site-wide trip cap, and therefore, the Building 20 conditional development permit would be amended and restated to include the proposed Project.

WHEREAS, the Amended and Restated Conditional Development Permit runs with the land and the Property would continue to be subject to its limitations; and

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

WHEREAS, an environmental impact report was prepared for the project and certified by the City Council on October ___ , 2016, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on October ____, 2016 by Resolution No._____; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on September 26, 2016 whereat all persons interested therein might appear and be heard; and

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

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

WHEREAS, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the amended and restated Conditional Development Permit.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the Amended and Restated Conditional Development Permit for the Property attached hereto as Exhibit A *(See Attachment E of the Staff Report)* and incorporated herein by this reference.

I, Pamela Aguilar, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of _____, 2016, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this _____ day of _____, 2016.

_____
Pamela Aguilar, MMC
City Clerk

DRAFT

FACEBOOK WEST CAMPUS EXPANSION TRIP CAP MONITORING AND ENFORCEMENT POLICY (Buildings 20-23 and Hotel)[1]

This policy applies to existing Building 20, Building 23, and the Facebook Campus Expansion Project ("Project") for which entitlements are currently being sought. For purposes of this policy, the term "West Campus" is intended to include both the existing buildings on-site as well as Buildings 21, 22 and the hotel that are proposed as part of the Project, and the term "Project" is intended to include only the new buildings. A separate trip cap monitoring and enforcement policy exists for Buildings 10-19 (also known as the East Campus or Classic Campus).

DEFINITIONS

Trip – A single vehicle (car, truck, van, shuttle, etc.) arriving at a location in Menlo Park, whose occupant(s)' final destination is the West Campus, or a single vehicle departing from a location in Menlo Park, whose occupant(s)' origin is the West Campus. Therefore, for example, a roundtrip by a single vehicle arriving at a location in Menlo Park and departing from a location in Menlo Park whose occupant(s)' destination and origin is the West Campus equals two trips. A vehicle transiting from the East Campus to the West Campus or from the West Campus to the East Campus (except for a shuttle using the undercrossing) is a trip. Trips do not include bicycles or other self-powered modes of travel.

Peak Hour Trip Cap – The maximum number of trips allowed in each hour of the AM Peak Period or the PM Peak Period.

Peak Period – Roadway morning and evening commuter peak travel times:

- AM Peak Period - 7:00 AM to 9:00 AM
- PM Peak Period - 4:00 PM to 6:00 PM

Daily Trip Cap – The maximum number of trips per day.

Trip Cap – Generally refers to the AM Peak Hour Trip Caps, the PM Peak Hour Trip Caps and the Daily Trip Cap.

TRIP CAP

Facebook must comply with the Trip Cap and may not exceed the Trip Cap without an application for and approval of a change to the Amended and Restated Conditional Development Permit (CDP) that for the West Campus. If the Trip Cap is exceeded without the appropriate approval, Facebook is in violation of the CDP. The Trip Cap also includes Mitigation Measure TRA-1.2 as identified in the EIR for the Campus Expansion Project and associated Mitigation, Monitoring and Reporting Program.

The Trip Cap proposed as part of Facebook's West Campus is as follows:

- AM Peak Period Trip Caps:

1 This Trip Cap Monitoring and Enforcement Policy was prepared by the City of Menlo Park in consultation with Facebook.

- 2,250 trips are permitted between 7:00 a.m. and 8:00 a.m.
- 2,250 trips are permitted between 8:00 a.m. and 9:00 a.m.

- PM Peak Period Trip Caps:

  - 2,255 trips are permitted between 4:00 p.m. and 5:00 p.m.
  - 2,255 trips are permitted between 5:00 p.m. and 6:00 p.m.

- Daily Trip Cap: 26,440 trips

MONITORING

To monitor compliance with the Trip Cap, traffic counts shall be taken at the West Campus. The monitoring shall be done through automated means (e.g., imbedded loop detectors in the pavement in each travel lane or video detection) approved by the City.2 All vehicular entrances to the West Campus shall be included in the monitoring. Facebook shall be solely responsible for paying all costs related to monitoring, including, but not limited to, development, installation, maintenance and repair of all monitoring equipment.

The City reserves the option to require Facebook to monitor neighborhood parking intrusion in the Belle Haven neighborhood, parking on other public streets in the City, or parking at any off-site parking lot(s) in Menlo Park (other than the East Campus) if it is observed or suspected that vehicles whose occupant(s)' final destination is the West Campus are parking at any of these locations. If the City requires monitoring of these off-site locations and, after investigation, it is confirmed that vehicle occupant(s) are parking vehicles at these off-site locations (other than the East Campus) to access the West Campus, the trips to these locations will be counted toward the Trip Cap.

Monitoring program details are as follows:

- **Monitoring Days/Times** – Each hour within the AM Peak Period, each hour within the PM Peak Period and total daily trips will be monitored on all non-holiday weekdays. Holidays are those days identified as State holidays in California Government Code Section 6700.

- **Exclusions – Two types of exclusions from the Trip Cap shall be permissible as discussed below:**

  - Special Events: To account for special events and their effect on trips, Facebook may have up to 12 special event exclusions per year or 12 days on which one or more of the AM Peak Hour Trip Caps, PM Peak Hour Trip Caps or Daily Trip Cap are exceeded, but are not considered violations of the Trip Cap. These special events do not represent typical operating conditions at the West Campus. A special event will be defined as an activity that is not typical of the normal operations of the West Campus and will likely involve more than West Campus employees. If the Trip Cap has been violated as a result of a special event, Facebook shall provide documentation to the City that a special event took place. Upon City

2 City approvals related to monitoring equipment will be through the Director of Public Works or his/her designee.

review and approval, in the City's sole and reasonable discretion, an exclusion for a special event shall apply.

- Non-event exclusions: For non-special events, Facebook will be allowed three days on which one or more of the AM Peak Hour Trip Caps, PM Peak Hour Trip Caps or Daily Trip Cap are exceeded within a 180 day period without incurring penalties. These non-vent exclusion days are intended to allow Facebook time to correct the Trip Cap violation. If Facebook exceeds the Trip Cap on more than three days within a 180 day period, then the non-event exclusion is eliminated and penalties are imposed for violations of the Trip Cap until compliance is reached for a consecutive 180 day period. Additional violations, if any, within the 180 day compliance period, will re-set the 180 day compliance period. If after a consecutive 180 day period, Facebook remains in full compliance with the Trip Cap, then the three day exclusion is available again.

- **Count Equipment** – Automated count equipment will be designed and constructed at Facebook's sole expense to collect data on the number of trips at each of the West Campus driveways and send the data back to the City offices. The type of count equipment (initial and any future changes) shall be approved by the City, in consultation with Facebook and considering the latest technologies for detection, counting and reporting. The City shall not unreasonably withhold approval of initial count equipment or any future equipment which achieves the result envisioned in this document. The City shall also approve the count equipment that will be used to monitor off-site locations, if the City exercises the option to require such monitoring. The City shall not unreasonably withhold approval of such additional count equipment.

- **Initial Calibration Process** – Once any new count equipment has been established, a calibration process will be undertaken to determine the reliability and accuracy of the count equipment. Depending on the type of equipment, the count accuracy can be affected by a number of environmental factors which will need to be confirmed. This calibration process would be conducted prior to final building permit sign-off for occupancy of the Building 21.

- **Determination of Reliability (Sensitivity) Factor** – Based on the calibration analysis, the City and Facebook will agree to a reliability factor for the count stations which will be used to evaluate the count results consistent with what the City and Facebook have historically agreed upon. The reliability factor would represent the margin of error inherent in the vehicle counting equipment, and would address the exclusion of trips whose final destination is not the West Campus (i.e. wrong turns, uninvited guests, etc).

- **Periodic Count Equipment Testing/Recalibration** – The vehicle detection system will be periodically tested to ensure the accuracy of the monitoring counts. During the first two years of operation, testing will be conducted at six month intervals. If these tests show that the system is operating reliably, then testing can be reduced to once a year. If the equipment is thought to be out of calibration, Facebook will work with the City to test and calibrate the equipment if necessary. The City will have final approval, which approval shall be granted or withheld in a reasonable manner, on all testing and calibration.

- **Installation and Repairs** – New count equipment shall be installed and in good working order prior to final building permit sign-off for occupancy of Building 21. The City shall have final approval, which approval shall be granted or withheld in a reasonable manner, of the contractor

completing the installation and the maintenance contractor completing any repairs. Non-emergency repairs and maintenance of the monitoring equipment shall occur only on evenings and weekends, unless otherwise approved by the City. The Transportation Division shall be notified at least 48 hours in advance of any non-emergency repairs or maintenance work. The City Transportation Division shall be notified within 24 hours of any emergency repairs. City inspection and approval of any repairs or maintenance is required. Failure to keep monitoring equipment operational in good working order will be considered a violation of the Trip Cap after two working days, unless the repairs/maintenance require additional time as approved by the City and Facebook is diligently pursuing such repairs/maintenance. The Trip Cap penalty will not be enforced during the repair/maintenance of the monitoring equipment. If the City, in its sole and reasonable discretion, determines that Facebook is not diligently pursuing the repairs/maintenance, the City may elect to perform the repairs/maintenance and charge the cost of the repair/maintenance, staff time, and 15 percent penalty fee to Facebook.

- **Access to Count Equipment/Reporting** – The City shall have the ability to access the count equipment at any time after reasonable prior notice to Facebook. Facebook will not have access to the count equipment, unless approved by the City or in case of the need for emergency repairs. The City shall not unreasonably withhold approval of access for repair/maintenance contractors. Facebook shall have "read-only" access to the reporting data, but shall have the ability to record such data and run history reports in order to track trends. Reporting data shall be provided to Facebook and the City in real time. Real time data will provide Facebook the opportunity to take immediate action, if necessary, to avoid violating the Trip Cap.

ENFORCEMENT

Facebook shall be responsible not only for monitoring, but also for achieving compliance with the Trip Cap, which includes, by definition, all trip cap measurements on a daily basis (the AM Peak Hour Trip Caps, the PM Peak Hour Trip Caps and the Daily Trip Cap). The City shall enforce compliance with the Trip Cap.

If, on a given day, the results of the monitoring indicate that the number of trips is at or below the Trip Cap, considering the reliability factor, then Facebook is considered in compliance. If, however, the monitoring, considering the reliability factor, reveals that any of the AM Peak Hour Trip Caps or the PM Peak Hour Trip Caps or the Daily Trip Cap has been exceeded, Facebook is in violation of its CDP and the City may take steps to enforce the Trip Cap.

The specifics for enforcement are as follows:

- **Threshold** – If there are any AM Peak Hour Trip Cap, PM Peak Hour Trip Cap or Daily Trip Cap violations that do not qualify for an exclusion as discussed above, then penalties will be imposed.

- **Penalties** – Monetary penalties will be imposed for violations of the Trip Cap in excess of the threshold. Penalties are calculated on a per trip basis and progressively increasing penalties will be imposed for subsequent violation(s) of the Trip Cap based on a tiered system described in the table below. Penalties will be applied for each violation including the AM Peak Hour, PM Peak Hour and the Daily Period. If any of the AM Peak Hour Trip Caps, and/or PM Peak Hour Trip Caps and Daily Trip Cap are exceeded on the same day, the penalty paid shall be the greater of the

sum of the penalties for the AM Peak Hour and PM Peak Hour *or* the Daily penalty. The penalty payment schedule is shown in the table below. The base penalties shall be adjusted annually as set forth below (the intent is for the same penalty rate to apply to both the East and West Campuses):

Penalty Tier[1]	**Applicability**	**Penalty Amount**
Tier 1	Tier 1 is the default tier and applies for the month unless one of the other tiers is applicable.	$55.57 per trip per day
Tier 2	Tier 2 applies for the month if either (a) penalties were imposed in both of the 2 months immediately preceding that month or (b) penalties were imposed in any 4 of the 6 months immediately preceding that month. Tier 2 will not apply if Tier 3 applies.	$111.13 per trip per day
Tier 3	Tier 3 applies for the month if penalties were imposed in each of the 6 months immediately preceding that month.	$222.27 per trip per day

1 Only one tier is applicable for any given violation. In addition, the penalty amounts are shown in 2016 dollars based on the original 2012 penalty amounts that applied to the original project approvals, for Building 20, adjusted by CPI.

An example table showing the penalty amounts:

Penalty Cost Per Day			
Vehicles over Trip cap	**Tier 1**	**Tier 2**	**Tier 3**
100	$5,557	$11,113	$22,227
500	$27,784	$55,567	$111,134
1000	$55,567	$111,134	$222,269
2000	$111,134	$222,269	$444,537

Example calculations

Daily penalty greater:

7:00-8:00 AM Peak Hour exceeds the AM Peak Hour Trip Cap by 100 trips
5:00-6:00 PM Peak Hour exceeds the PM Peak Hour Trip Cap by 50 trips
Daily trips exceed the Daily Trip Cap by 400 trips

The payment would be:

AM Peak Hour penalty = 100 trips x $55.57/trip = $5,557
PM Peak Hour penalty = 50 trips x $55.57/trip = $2,778.50
Total Peak Period penalty = $8,335.50
Daily penalty = 400 trips x $55.57/trip = $22,228

Penalty Paid = $22,228

AM Peak Hour and PM Peak Hour penalty greater:

7:00-8:00 AM Peak Hour exceeds the AM Peak Hour Trip Cap by 100 trips
5:00-6:00 PM Peak Hour exceeds the PM Peak Hour Trip Cap by 50 trips
Daily trips exceed the Daily Trip Cap by 100 trips

The payment would be:

AM Peak Hour penalty = 100 trips x $55.57/trip = $5,557
PM Peak Hour penalty = 50 trips x $55.57/trip = $2,778.50
Total Peak Period penalty = $8,335.50
Daily penalty = 100 trips x $55.57/trip = $5,557

Penalty Paid = $8,335.50

The base penalties are stated in 2016 dollars (based on the original 2012 penalty amounts that applied to the approval of Building 20, as adjusted by CPI) and shall be adjusted annually per the Consumer Price Index for All Urban Consumers All Items in the San Francisco-Oakland-San Jose Metropolitan Area [1982-84=100] (the intent is for the same penalty rate to apply to both the East and West Campuses). Penalties are due and payable to the City within 30 days of the issuance of an invoice, which the City shall issue on a monthly basis. The City shall use the penalties collected for programs or projects designed to reduce trips or traffic congestion within Menlo Park and the City shall share 25 percent of the penalties collected with the City of East Palo Alto for use on transportation systems and solutions that help reduce traffic in the City of East Palo Alto around the East and West Campuses. In addition to monetary penalties, failure to comply with the Trip Cap is considered a violation of the CDP and could result in revocation of the CDP.

Violations of the Trip Cap for the East Campus are independent of violations of the West Campus Trip Cap. This means, for instance, that if there are violations of the Trip Cap at the East Campus for the six months immediately preceding a particular month, but there are no violations of the Trip Cap at the West Campus during that same period, Tier 3 would be applicable to the East Campus and Tier 1 would be applicable to the West Campus.

- **Interim Measure** – If Facebook determines that it needs to secure parking in another location as an interim measure to maintain compliance with the Trip Cap, Facebook may, through the City's entitlement process, obtain approval for the use of another private property in Menlo Park (not the East or West Campus) that includes both a building and associated parking. Trips

to such an off-site location will not count toward the Trip Cap only if there will be no more trips to that off-site location than is allowed under the then current use of that property.

- **Compliance –** If after non-compliance, Facebook comes back into compliance with the Trip Cap and maintains compliance for 180 consecutive days, the scale of penalties will revert to the base level and the relevant threshold would once again apply before there is non-conformance and the onset of penalties.

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ISA Tree Risk Assessment Qualified
E-mail: molly@sbcatree.com

Date: March 28, 2016

To: Rayna DeNoird, CMG

Subject: Tree Survey

Location: 301-309 Constitution Drive

Assignment: Arborist was asked to tag and survey all trees located on site, and City trees along Chilco Ave.

City of Menlo Park Ordinance

Definitions of Heritage Tree:

1. Any tree having a trunk with a circumference of 47.1 inches (diameter of 15 inches) or more measured at 54 inches above natural grade.
2. Any oak tree native to California, with a circumference of 31.4 inches (diameter of 10 inches) or more measured at 54 inches above natural grade.
3. Any tree or group of trees specifically designated by the City Council for protection because of its historical significance, special character or community benefit.
4. Any tree with more than one trunk measured at the point where the trunks divide, with a circumference of 47.1 inches (diameter of 15 inches) or more, with the exception of trees that are under twelve (12) feet in height, which are exempt from the ordinance.[1]

Summary

- Scope of Survey – The tree survey recorded information on seven-hundred seventy (770) trees located on the grounds of 301-309 Constitution Drive and along the west end of Chilco St. Metal number tags were attached to all trees. Data was taken on Tree Size, Health and Structural Condition, Suitability for Retention, and Pertinent Notes.

- Two-hundred seventy-four (274) trees surveyed qualify as “Heritage Trees”.

- Thirty-four (34) different species were noted in the survey. The species most represented on site include London Plane *(Platanus x hispanica)* with one-hundred twenty-nine (129) specimens

[1] http://www.menlopark.org/205/Heritage-Trees

surveyed; Olive *(Olea europea)* representing sixty-seven (67) specimens; Monterey Pine *(Pinus radiata)* with sixty-eight (68); and Silver Dollar Gum *(Eucalyptus polyanthemos)* with fifty-four (54) specimens.

- Twenty-five (25) trees surveyed were dead; most are London Plane located along the southern property line. One (1) qualifies in size as "Heritage".

- Trees given a "Poor" suitability for retention rating was based on severe health decline and resulting pathogen infestations, and/or poor past pruning often associated with poor tree placement. Soil conditions are considered limiting and the root cause of poor performance.

Summary of Tree Species

Table on following page provides information on the tree species surveyed and the number qualifying as Heritage Trees, with suitability for retention and pertinent notes. The survey data is provided in *Appendix 1* .

	Species	Common Name	Amount	Overall Condition	Amount of Heritage Trees	Suitability for Retention	Notes
1	*Acacia melanoxylon*	Black Wood Acacia	4	F	0	F	
2	*Acer palmatum*	Japanese Maple	3	F-P	0	P	Poorly pruned
3	*Alnus rhombifolia*	White Alder	8	F-P	1	F-P	On decline spiral
4	*Cedrus deodara*	Deodar Cedar	3	F	1	F	Located along southern perimeter
5	*Celtis sinensis*	Chinese Hackberry	3	P	0	P	Failure to thrive
6	*Eucalyptus conferruminata*	Bushy Yate	27	F-P	17	F-P	Poorly pruned; large heading cuts on almost all trees, Appropriate species for site
7	*Eucalyptus globulus 'Compacta'*	Dwarf Blue Gum	32	F	32	P	Most have been headed for high voltage lines
8	*Eucalyptus polyanthemos*	Silver Dollar Gum	54	F-P	8	P	Stressed, Lerp Psyllid
9	*Eucalyptus sideroxylon*	Red Iron Bark	14	F-P	1	P	No value
10	*Fraxinus udhei*	Shamel Ash	15	F	4	F	A few nice trees
11	*Gleditsia triacanthos inermis*	Honey Locust	2	P	0	P	Tip dieback, Located in courtyard

	Species	Common Name	Amount	Overall Condition	Amount of Heritage Trees	Suitability for Retention	Notes
12	*Leptospermum laevigatum*	Australian Tea Tree	37	F	33	F	Planted as screening around reservoir
13	*Liriodendron tulipifera*	Tulip Tree	29	F-P	1	P	Headed
14	*Malus sp.*	Apple	2	F	0	P	Seedling?
15	*Melaleuca citrina*	Bottlebrush	1	F	0	F	Located along southern perimeter
16	*Myoporum laetum*	Myoporum	43	P-D	18	P	Almost dead, Thrips
17	*Olea europaea*	Olive	67	P-G	64	P-G	Poorly pruned, Many doing poorly, Some worthy of retention
18	*Pinus halepensis*	Aleppo Pine	44	F-G	36	F	Some nice stands; Poor pruning,
19	*Pinus radiata*	Monterey Pine	68	F-P	43	F-P	Pine pitch canker evident on some, Poor pruning, Likely not a future player in landscape
20	*Pistacia chinensis*	Chinese Pistache	5	F	0	P	Newly planted
21	*Pinus thunbergiana*	Japanese Black Pine	1	F	0	P	Likely out of soil volume
22	*Pittosporum eugenioides*	Tarata	4	F	0	P	Poor to dead condition
23	*Pittosporum tobira*	Japanese Mock Orange	7	F	0	P	Poor condition
24	*Pittosporum undulatum*	Victorian Box	33	P-D	2	P	Soil volume limitations, Dieback
25	*Platanus x hispanica*	London Plane Tree	129	F-D	1	P	14 City trees located on Chilco, 19 trees dead along southern perimeter, Most headed
26	*Populus nigra 'Italica'*	Lombardy Poplar	32	P-D	0	P	Water stressed, Dieback
27	*Prunus cerasifera*	Plum	13	F-P	0	P	Some located in courtyard, Some are cherry plums, some of purple leaf
28	*Pyrus calleryana*	Callery Pear	58	P	2	P	Fire blight, Dieback
29	*Pyrus kawakamii*	Evergreen Pear	6	F-G	1	P	Located in courtyard
30	*Quercus agrifolia*	Coast Live Oak	4	G	1	G	All candidates for relocation

	Species	Common Name	Amount	Overall Condition	Amount of Heritage Trees	Suitability for Retention	Notes
31	*Schinus terebinthifolius*	Brazilian Pepper	16	P	9	P	Soil vol limitations, Dieback, Perimeter trees doing well
32	*Tristaniopsis laurina*	Water Gum	5	F	2	F	Poorly pruned
33	*Washingtonia robusta*	Mexican Fan Palm	1	P	0	P	No feet of clear trunk
		Totals:	**770**		**274**		

End Report

Appendices

1. *Tree Survey Data*

Submitted By:

Steve Batchelder, Consulting Arborist
ISA Certified Arborist WE 228A
CaUFC Certified Urban Forester #138
Calif. Contractor Lic. (C-27) 533675

COLUMN HEADING DESCRIPTIONS

Tag# - Indicates the number tag attached to tree
Species - Scientific name
DBH - Diameter measured in inches at 4.5 feet above soil grade, unless otherwise inticated
Height- In feet
Structure- Tree Structural Safety: E is Excellent, G is Good, F is Fair, P is Poor, H is Hazardous
Health -Tree Health: E is Excellent, G is Good, F is Fair, P is Poor, D is Dead or Dying
Heritage Tree - (According to City Ordinance) Y is Yes, N is No, Highlighted in grey
Suitability for Retention - (Based on tree condition) G is Good, F is Fair, P is Poor
Notes - See below

ABBREVIATIONS AND DEFINITIONS

Notes	**Embedded Bark (EB) - AKA Included Bark, this is a structural defect where bark is included between the branch attachment so that the wood cannot join. Such defects have a higher propensity for failure.** **Codominant (CD) - A situation where a tree has two or more stems which are of equal diameter and relative amounts of leaf area. Trees with codominant primary scaffolding stems are inherently weaker than stems, which are of unequal diameter and size.** **Codominant w/ Embedded Bark (CDEB) - When bark is embedded between codominant stems, failure potential is very high and pruning to mitigate the defect is recommended.** **Poor Pruning (PP)- Past pruning practices considered unacceptable according to ANSI A300 Best Management Practices, Tree Pruning** **Internal Decay (ID) - Signs of internal decay observed** **Headed (H) - Generally considered poor pruning practice which removes the central leader and the internode.**

Total Existing Trees:	**770**

Heritage Trees				**274**
To Remove:		Total	Replacement Value	Replacement Totals
	Fair-Good health	149	2:1	298
	Fair-Poor health	66	1:1	66
	Poor-Dead health	59	1:1	59
	Total	**274**		**423**
To Remain:				
	Good Health	0		
	Total	**0**		

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Non Heritage Trees							**496**		
To Remove:		496							
To Remain:									
Tag #	**Species**	**DBH**	**Height**	**Structure**	**Health**	**Heritage Tree**	**Suitability for Retention**	**Heritage Tree Count**	**Notes**
1	*Schinus terebinthifolius*	25 @ base	15	F-P	F-P	Y	P	1	Multi, 12 stems, Ivy
2	*Platanus x hispanica*	9.5	20	F	F	N	P		H, Ivy
3	*Platanus x hispanica*	9.5	25	F	F	N	P		H, Ivy
4	*Platanus x hispanica*	8	20	P	D	N	P		Dead, Ivy, Oleander
5	*Platanus x hispanica*	7.5	20	F	F	N	P		H, Ivy, Oleander
6	*Platanus x hispanica*	7	15	P	D	N	P		Dead, Ivy, Oleander
7	*Platanus x hispanica*	8	20	P	D	N	P		Dead, Ivy, Oleander
8	*Platanus x hispanica*	7	20	P	D	N	P		Dead, Ivy, Oleander
9	*Platanus x hispanica*	8	20	P	D	N	P		Dead, Ivy, Oleander
10	*Platanus x hispanica*	6.5	15	P	D	N	P		Dead, Ivy, Oleander
11	*Platanus x hispanica*	6	10	P	D	N	P		Dead, Ivy, Oleander, Cotoneaster
12	*Platanus x hispanica*	6	10	P	D	N	P		Dead, Ivy, Oleander
13	*Platanus x hispanica*	5.5	10	P	D	N	P		Dead, Ivy, Oleander, Cotoneaster
14	*Platanus x hispanica*	7	15	P	D	N	P		Dead, Ivy, Oleander
15	*Platanus x hispanica*	6	20	P	D	N	P		Dead, Ivy, Oleander, Cotoneaster
16	*Platanus x hispanica*	5.5	20	P	D	N	P		Dead, Ivy, Oleander
17	*Platanus x hispanica*	5.5	20	P	D	N	P		Dead, Ivy, Oleander, Rhamnus
18	*Platanus x hispanica*	5	15	P	D	N	P		Dead, Oleander

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
19	*Platanus x hispanica*	4.5	15	P	D	N	P		Dead, Oleander
20	*Platanus x hispanica*	5.5	20	P	D	N	P		Dead, Oleander
21	*Platanus x hispanica*	5.5	15	P	D	N	P		Dead, Oleander
22	*Platanus x hispanica*	5	20	P	D	N	P		Dead, Oleander, Rhamnus
23	*Platanus x hispanica*	6	20	P	D	N	P		Dead, Oleander
24	*Eucalyptus polyanthemos*	8.5	35	F	P	N	P		Lerp Psyllid, CD, Dieback
25	*Eucalyptus polyanthemos*	13	40	F	P	N	P		Lerp Psyllid, Dieback, Breakouts
26	*Eucalyptus polyanthemos*	8.5	25	F	P	N	P		Lerp Psyllid, CD, Dieback
27	*Eucalyptus polyanthemos*	10	40	F-P	P	N	P		Lerp Psyllid, Breakouts
28	*Eucalyptus polyanthemos*	8.5	25	F	F-P	N	P		Lerp Psyllid, Dieback
29	*Eucalyptus sideroxylon*	5.5	25	P	F-P	N	P		Lean
30	*Eucalyptus polyanthemos*	12	40	F	F-P	N	P		Lerp Psyllid, Breakouts
31	*Eucalyptus polyanthemos*	9.5	30	P	P	N	P		Lerp Psyllid, Dieback, Breakouts
32	*Eucalyptus polyanthemos*	6	20	P	P	N	P		Lean Lerp, Psyllid, Dieback
33	*Eucalyptus sideroxylon*	5	15	G	F	N	P		
34	*Eucalyptus polyanthemos*	10.5	30	P	P	N	P		Mainstem breakout, Lerp Psyllid
35	*Eucalyptus sideroxylon*	9	35	G	P	N	P		CDEB
36	*Eucalyptus polyanthemos*	11.5	30	P	F-P	N	P		Lean, CDEB, EB
37	*Eucalyptus polyanthemos*	12	40	F	P	N	P		Lerp psyllid, Dieback, CD
38	*Eucalyptus polyanthemos*	13.5	40	G	F-P	N	P		CD
39	*Eucalyptus sideroxylon*	5	25	F	F	N	P		Significant bend in trunk

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Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
40	*Eucalyptus sideroxylon*	5.5, 2.5	25	P	F	N	P		EB
41	*Eucalyptus polyanthemos*	8.5	30	G	F-P	N	P		CD, Lerp psyllid
42	*Eucalyptus polyanthemos*	8.5	35	P	P-D	N	P		Almost dead
43	*Eucalyptus polyanthemos*	9.5	25	P	P	N	P		Terminal leader dead
44	*Eucalyptus polyanthemos*	11	30	P	P	N	P		CDEB
45	*Eucalyptus polyanthemos*	14	35	P	P	N	P		One stem dead
46	*Eucalyptus polyanthemos*	9.5, 5	30	F	F-P	N	P		CD
47	*Eucalyptus polyanthemos*	8	30	P	P	N	P		CD, Breakout
48	*Eucalyptus polyanthemos*	8	25	P	F-P	N	P		CDEB, EB
49	*Eucalyptus polyanthemos*	7.5	30	P	P	N	P		CDEB
50	*Eucalyptus polyanthemos*	12.5	40	P	P	N	P		CDEB
51	*Eucalyptus sideroxylon*	4.5	20	G	F	N	P		

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Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
52	*Eucalyptus polyanthemos*	8, 4.5	30	P	F-P	N	P		CDEB
53	*Eucalyptus polyanthemos*	7	35	F	F	N	P		CD
54	*Eucalyptus polyanthemos*	8	25	F	P	N	P		
55	*Eucalyptus sideroxylon*	3	15	F	F	N	P		
56	*Eucalyptus sideroxylon*	5, 2.5	25	F	F-G	N	P		S curve in trunk
57	*Eucalyptus polyanthemos*	13	40	F	F-P	N	P		CD
58	*Eucalyptus polyanthemos*	10	35	F	F-P	N	P		
59	*Eucalyptus sideroxylon*	20	4	F	F	N	P		Significant bend in trunk
60	*Eucalyptus polyanthemos*	12	30	F	F-P	N	P		CD
61	*Eucalyptus polyanthemos*	8	25	P	P	N	P		
62	*Eucalyptus polyanthemos*	12.5	40	F	F-P	N	P		CD
63	*Eucalyptus polyanthemos*	10.5	35	F	F-P	N	P		CD
76	*Eucalyptus globulus 'Compacta'*	21 @ base	20	P	F	Y	P	1	Headed for high voltage, Multi
77	*Eucalyptus globulus 'Compacta'*	32 @ base	20	P	G	Y	P	1	Headed for high voltage, Multi
78	*Eucalyptus globulus 'Compacta'*	25 @ base	20	P	P	Y	P	1	Headed for high voltage, Multi

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Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
79	*Eucalyptus globulus 'Compacta'*	23 @ base	20	P	F	Y	P	1	Headed for high voltage, Multi
80	*Eucalyptus globulus 'Compacta'*	19 @ 3'	20	P	G	Y	P	1	Headed for high voltage, Multi
81	*Eucalyptus globulus 'Compacta'*	24 @ 2'	20	P	G	Y	P	1	Headed for high voltage, Multi
82	*Eucalyptus globulus 'Compacta'*	25 @ 1.5'	25	P	G	Y	P	1	Headed for high voltage, Multi
83	*Eucalyptus globulus 'Compacta'*	29.5 @ 2'	25	P	G	Y	P	1	Headed for high voltage, Multi
84	*Eucalyptus globulus 'Compacta'*	30.5 @ base	25	P	G	Y	P	1	Headed for high voltage, Multi
85	*Eucalyptus globulus 'Compacta'*	18	20	P	F	Y	P	1	CD, Headed for high voltage
86	*Eucalyptus globulus 'Compacta'*	16 @ 4'	20	P	F-P	Y	P	1	Headed for high voltage, Multi
87	*Eucalyptus globulus 'Compacta'*	27.5 @ 2'	25	P	F	Y	P	1	Headed for high voltage, Multi
88	*Eucalyptus globulus 'Compacta'*	36 @ base	25	P	G	Y	P	1	Headed for high voltage, Multi
89	*Eucalyptus globulus 'Compacta'*	17	20	P	F	Y	P	1	Lean
90	*Platanus x hispanica*	6.5	20	F	G	N	P		H
91	*Platanus x hispanica*	7	20	F	G	N	P		H
92	*Platanus x hispanica*	7	20	F	F	N	P		H, Lean
93	*Platanus x hispanica*	8	20	P	F	N	P		Mainstem breakout, H, Lean
94	*Platanus x hispanica*	8.5	20	F	F	N	P		H, Lean
95	*Platanus x hispanica*	8	20	F	F	N	P		H, Lean
96	*Platanus x hispanica*	8	20	F	F	N	P		H, Lean
97	*Platanus x hispanica*	6.5	20	F	F	N	P		H, Lean
98	*Platanus x hispanica*	7	20	F	F	N	P		H
99	*Platanus x hispanica*	7	20	F	F	N	P		H, Lean
100	*Platanus x hispanica*	6.5	20	F	F	N	P		H, Lean
101	*Platanus x hispanica*	7	20	F	F	N	P		H, Lean
102	*Platanus x hispanica*	7	25	F	F	N	P		H, Circling root

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
103	*Platanus x hispanica*	6.5	20	F	F	N	P		H
104	*Platanus x hispanica*	6.5	20	F	F	N	P		H, Lean
105	*Platanus x hispanica*	7	20	F	F	N	P		H, Lean
106	*Platanus x hispanica*	7.5	25	F	F	N	P		H, Lean
107	*Platanus x hispanica*	9	25	F	F	N	P		H
108	*Platanus x hispanica*	7.5	20	F	F	N	P		H, Lean
109	*Platanus x hispanica*	10	25	F	F	N	P		H, Lean
110	*Platanus x hispanica*	8.5	20	F	F	N	P		H
111	*Platanus x hispanica*	12.5	30	F	G	N	P		H
112	*Platanus x hispanica*	11.5	30	F	G	N	P		H, Lean
113	*Platanus x hispanica*	11.5	30	F	G	N	P		H
114	*Eucalyptus globulus 'Compacta'*	33 @ base	20	P	G	Y	P	1	Headed for high voltage, Multi
115	*Eucalyptus globulus 'Compacta'*	29 @ base	20	P	F	Y	P	1	Headed for high voltage, Multi
116	*Malus spp.*	6 @ base	10	F	F	N	P		Ivy
117	*Platanus x hispanica*	8	25	F	F	N	P		H, Ivy
118	*Platanus x hispanica*	11	30	F	G	N	F		H, Ivy
119	*Platanus x hispanica*	10	30	F	G	N	F		H, Ivy
120	*Platanus x hispanica*	8	25	P	F	N	P		Breakout, H, Rosemary
121	*Platanus x hispanica*	8.5	25	F	F	N	P		H, Ivy
122	*Platanus x hispanica*	7	25	F	G	N	P		H, Ivy
123	*Platanus x hispanica*	6	20	F	F	N	P		H, Ivy
124	*Platanus x hispanica*	7.5	25	F	F	N	P		H, Ivy
125	*Platanus x hispanica*	8	25	F	G	N	F-P		Sycamore Scale, H
126	*Platanus x hispanica*	8.5	25	F	F	N	P		Sycamore Scale, H
127	*Platanus x hispanica*	6.5	20	F	F	N	P		Sycamore Scale, H
128	*Platanus x hispanica*	7	20	F	F	N	P		Sycamore Scale, H
129	*Platanus x hispanica*	6	15	F	F-P	N	P		Sycamore Scale, H
130	*Platanus x hispanica*	7	20	F	F	N	P		Sycamore Scale, H
131	*Platanus x hispanica*	5.5	15	F	F-P	N	P		Sycamore Scale, H
132	*Platanus x hispanica*	6.5	20	F	F	N	P		Sycamore Scale, H
133	*Platanus x hispanica*	5.5	25	F	F	N	P		Lean, Sycamore Scale, H
134	*Platanus x hispanica*	6.5	25	F	F	N	P		Sycamore Scale, H
135	*Platanus x hispanica*	7	25	F	F	N	P		Sycamore Scale, H
136	*Platanus x hispanica*	6.5	20	F	F	N	P		Sycamore Scale, H

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
137	*Platanus x hispanica*	7	25	F	F	N	F-P		Sycamore Scale, H
138	*Platanus x hispanica*	8	20	P	P-D	N	P		Almost dead
139	*Platanus x hispanica*	9	25	F	P	N	P		H
140	*Platanus x hispanica*	8.5	25	F	P	N	P		Sycamore Scale, H
141	*Platanus x hispanica*	6	20	P	P	N	P		Lean, Top dead, Sycamore Scale
142	*Platanus x hispanica*	7	25	P	P	N	P		Sycamore Scale, H
143	*Platanus x hispanica*	6.5	25	P	P	N	P		Sycamore Scale, H
144	*Pyrus calleryana*	6.5	25	F-P	P	N	P		FB, Dieback
145	*Pyrus calleryana*	5.5	15	F-P	P	N	P		Lean, FB, Dieback
146	*Pyrus calleryana*	8.5	25	F-P	P	N	P		FB, Dieback
147	*Pyrus calleryana*	6.5	20	F	P	N	P		FB, Dieback
148	*Pyrus calleryana*	6.5	25	F	P	N	P		FB, Dieback
149	*Pyrus calleryana*	5	20	F	P	N	P		FB, Dieback
150	*Pyrus calleryana*	7	25	F	P	N	P		FB, Dieback
151	*Pyrus calleryana*	6.5	25	F	P	N	P		FB, Dieback
152	*Pyrus calleryana*	7.5	20	P	P	N	P		CDEB, FB, Dieback
153	*Platanus x hispanica*	7	20	P	P	N	P		Top dead, Sycamore Scale
154	*Pyrus calleryana*	9	30	F	P	N	P		Dieback
155	*Pyrus calleryana*	7	15	F	P	N	P		FB, Dieback
156	*Pyrus calleryana*	6	15	F	P	N	P		FB, Dieback
157	*Pyrus calleryana*	6.5	20	F-P	P	N	P		FB, Dieback
158	*Platanus x hispanica*	8	25	F	F	N	P		Rosemary, Sycamore Scale, H
159	*Platanus x hispanica*	7	20	F	F	N	P		Lean, Rosemary, Sycamore Scale, H
160	*Populus nigra 'Italica'*	11	50	F	P	N	P		Dieback
161	*Populus nigra 'Italica'*	8	50	F	P	N	P		Ivy
162	*Populus nigra 'Italica'*	9	50	P	P	N	P		Top dead , Ivy
163	*Populus nigra 'Italica'*	9.5	50	P	P	N	P		Top dead, Ivy
164	*Populus nigra 'Italica'*	8.5	50	F	P	N	P		Ivy
165	*Populus nigra 'Italica'*	7.5	50	F	P	N	P		Ivy
166	*Populus nigra 'Italica'*	6	50	P	P	N	P		Top dead, Ivy
167	*Populus nigra 'Italica'*	7.5	50	P	P	N	P		Top dead, Ivy
168	*Populus nigra 'Italica'*	7	50	F	P	N	P		Ivy
169	*Populus nigra 'Italica'*	7.5	50	F	P	N	P		Ivy
170	*Populus nigra 'Italica'*	7	50	F	P	N	P		Ivy
171	*Populus nigra 'Italica'*	10.5	50	F	P	N	P		Ivy

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
172	*Populus nigra 'Italica'*	7.5	50	F	P	N	P		Ivy
173	*Populus nigra 'Italica'*	10.5	50	F	P	N	P		Ivy
174	*Populus nigra 'Italica'*	11	50	F	P	N	P		Ivy
175	*Populus nigra 'Italica'*	9	50	P	P	N	P		Ivy, Top dead
176	*Populus nigra 'Italica'*	14.5	50	P	P	N	P		Ivy, Top dead
177	*Populus nigra 'Italica'*	10	50	P	P	N	P		Ivy, Top dead
178	*Populus nigra 'Italica'*	9.5	40	F	P	N	P		Ivy
179	*Populus nigra 'Italica'*	7	45	F	P	N	P		Top dead
180	*Populus nigra 'Italica'*	8	50	P	D	N	P		Dead
181	*Populus nigra 'Italica'*	5.5	40	F	P	N	P		Ivy
182	*Populus nigra 'Italica'*	8	50	F	P	N	P		Ivy
183	*Populus nigra 'Italica'*	9	50	F	P	N	P		Ivy
184	*Populus nigra 'Italica'*	8.5	50	F	P	N	P		Ivy
185	*Populus nigra 'Italica'*	10	50	F	P	N	P		Ivy
186	*Populus nigra 'Italica'*	8	50	F	P	N	P		Ivy
187	*Populus nigra 'Italica'*	8.5	50	F	F-P	N	P		Ivy
188	*Populus nigra 'Italica'*	8	50	F	P	N	P		Ivy
189	*Populus nigra 'Italica'*	10	50	P	P	N	P		Ivy, Top dead
190	*Populus nigra 'Italica'*	11	50	F	P	N	P		Ivy, Top dead
191	*Populus nigra 'Italica'*	10	50	P	P	N	P		Ivy, Top dead
192	*Platanus x hispanica*	4	15	P	P	N	P		Sycamore Scale, H
193	*Platanus x hispanica*	8.5	20	P	F-P	N	P		Sycamore Scale, H
194	*Pittosporum undulatum*	11 @ base	10	F	P	N	P		Dieback, Multi
195	*Pittosporum undulatum*	7 @ base	10	F	P	N	P		Dieback, Multi
196	*Pittosporum undulatum*	7.5 @ base	15	F	P	N	P		Star Jasmine, Dieback, Multi
197	*Pittosporum undulatum*	6 @ base	10	F	P	N	P		Star Jasmine, Dieback, Multi
198	*Pittosporum undulatum*	12 @ base	10	P	P	N	P		Breakout, Star Jasmine, Dieback, Multi
199	*Pittosporum undulatum*	4 @ base	10	P	P	N	P		Trunk wound, Star Jasmine, Dieback, Multi
200	*Pittosporum undulatum*	4.5 @ 1'	10	P	P	N	P		Star Jasmine, Dieback, Multi
201	*Pittosporum undulatum*	12 @ base	15	P	P	N	P		Star Jasmine, Dieback, Multi

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
202	*Pittosporum undulatum*	12 @ base	10	P	P	N	P		Headed, Star Jasmine, Dieback, Multi
203	*Pittosporum undulatum*	11 @ base	15	P	P	N	P		Headed, Star Jasmine, Dieback, Multi
204	*Pittosporum undulatum*	6.5 @ 1'	5	P	P	N	P		Headed, Star Jasmine, Dieback, Multi
205	*Pittosporum undulatum*	4.5 @ 1.5'	5	P	P	N	P		Headed, Star Jasmine, Dieback, Multi
206	*Pittosporum undulatum*	7 @ base	15	P	P	N	P		Dieback, Headed, Multi
207	*Pittosporum undulatum*	7 @ base	15	P	P	N	P		Dieback, Headed, Multi
208	*Liriodendron tulipifera*	11	25	F-P	F	N	P		Headed, Planted under roof
209	*Liriodendron tulipifera*	12	25	F-P	P	N	P		Off color, Sparse foliage, Headed, Planted under roof
210	*Liriodendron tulipifera*	10.5	25	F-P	P	N	P		Off color, Sparse foliage, Headed, Planted under roof
211	*Liriodendron tulipifera*	17	25	F-P	F	Y	P	1	Headed, Planted under roof
212	*Liriodendron tulipifera*	9	25	F-P	F	N	P		Headed, Planted under roof
213	*Liriodendron tulipifera*	8	20	F-P	P	N	P		Off color, Sparse foliage, Headed, Planted under roof
214	*Liriodendron tulipifera*	10.5	25	F-P	F	N	P		Headed, Planted under roof
215	*Liriodendron tulipifera*	9	20	F-P	F-P	N	P		Headed, Planted under roof
216	*Prunus cerasifera 'Krauter Vesuvius'*	8	20	F	G	N	P		Lean
217	*Prunus cerasifera 'Krauter Vesuvius'*	5.5	15	F	P	N	P		Dieback
218	*Prunus cerasifera 'Krauter Vesuvius'*	6	10	P	F	N	P		Lean, Sunscald
219	*Prunus cerasifera 'Krauter Vesuvius'*	6	20	F-P	G	N	P		Lean, EB
220	*Prunus cerasifera 'Krauter Vesuvius'*	7.5 @ 2'	15	P	F-P	N	P		Dieback, CDEB, Multi
221	*Prunus cerasifera 'Krauter Vesuvius'*	7 @ 3'	15	F-P	F-P	N	P		Dieback, Multi
222	*Prunus cerasifera 'Krauter Vesuvius'*	4 @ 3.5'	10	F	F	N	P		Multi

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
223	*Prunus cerasifera 'Krauter Vesuvius'*	7.5 @ 2'	15	P	F-G	N	P		Lean, CDEB, Multi
224	*Eucalyptus polyanthemos*	10.5	30	P	F	N	P		Significant lean, Rootball raised on one side (indicating destabilization at one time, but now stabilized)
225	*Eucalyptus polyanthemos*	14.5	40	F	G	N	P		CD
226	*Eucalyptus polyanthemos*	14.5	45	F	F	N	P		H
227	*Eucalyptus polyanthemos*	7	25	F	F	N	P		Lean, Trunk girdled by wire
228	*Pyrus calleryana*	9	25	P	F	N	P		EB
229	*Pyrus calleryana*	7	20	P	F	N	P		Lean, EB
230	*Pyrus calleryana*	4.5	15	F	P	N	P		
231	*Pyrus calleryana*	5	15	F-P	F-P	N	P		Lean
232	*Pyrus calleryana*	4	10	P	P	N	P		Lean
233	*Pyrus calleryana*	4	15	F	P	N	P		Lean
234	*Pyrus calleryana*	8	25	G	G	N	P		FB
235	*Pyrus calleryana*	5	20	F	F	N	P		FB
236	*Pyrus kawakamii*	15.5 @ base	20	F-G	F-G	Y	P	1	H, FB, Multi
237	*Pyrus kawakamii*	10	15	F-G	F-G	N	P		H, FB
238	*Liriodendron tulipifera*	9	25	F-P	F	N	P		H
239	*Liriodendron tulipifera*	5	20	F-P	F-P	N	P		H, In contact w grate
240	*Liriodendron tulipifera*	4.5	25	F	F-P	N	P		
241	*Liriodendron tulipifera*	7	30	F	F	N	P		H
242	*Liriodendron tulipifera*	5.5	25	F	F-P	N	P		H, In contact w grate
243	*Liriodendron tulipifera*	5	25	F	F	N	P		H
244	*Liriodendron tulipifera*	5	25	F	F	N	P		H
245	*Liriodendron tulipifera*	8	30	P	G	N	P		H
246	*Liriodendron tulipifera*	9.5	30	P	F	N	P		CDEB, H
247	*Liriodendron tulipifera*	9	25	P	F	N	P		H
248	*Liriodendron tulipifera*	5	25	F	F-P	N	P		H
249	*Liriodendron tulipifera*	4	20	P	P	N	P		H, In contact w grate
250	*Liriodendron tulipifera*	8	25	F	G	N	P		H
251	*Liriodendron tulipifera*	7	25	P	F-G	N	P		H
252	*Liriodendron tulipifera*	7.5	20	P	P	N	P		H
253	*Pyrus kawakamii*	11	20	G	F	N	F		FB

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Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
254	*Pyrus kawakamii*	13 @ base	15	G	F	N	P		FB, Multi
255	*Pyrus kawakamii*	9	10	G	F	N	P		FB
256	*Pyrus kawakamii*	3	10	P	P	N	P		FB
257	*Eucalyptus sideroxylon*	21	40	P	F	Y	P	1	H
258	*Eucalyptus sideroxylon*	7	20	P	P	N	P		H, Dying
259	*Eucalyptus sideroxylon*	13.5	30	P	F	N	P		CDEB, H
260	*Eucalyptus sideroxylon*	10.5	30	P	F-P	N	P		H
261	*Eucalyptus sideroxylon*	6	15	P	P	N	P		Lean, H
262	*Liriodendron tulipifera*	10.5	45	F-P	G	N	P		H, ID
263	*Liriodendron tulipifera*	11	35	F-P	G	N	P		H, ID
264	*Liriodendron tulipifera*	9	45	F-P	F	N	P		H, ID
265	*Liriodendron tulipifera*	11	40	F	F	N	P		H
266	*Liriodendron tulipifera*	12	45	F-P	G	N	P		H, ID
267	*Liriodendron tulipifera*	5	30	F	F	N	P		H, ID
268	*Schinus terebinthifolius*	22 @ base	15	F	F-P	Y	N	1	Lack of soil volume, Multi
269	*Schinus terebinthifolius*	19.5 @ base	15	F	P	Y	N	1	Lack of soil volume, Multi
270	*Schinus terebinthifolius*	24.5 @ base	15	F	F-P	Y	N	1	Lack of soil volume, Multi
271	*Pittosporum undulatum*	3	10	P	P-D	N	P		Almost dead
272	*Pittosporum undulatum*	5.5 @ base	10	P	P	N	P		Dieback, Multi
273	*Pittosporum undulatum*	7.5 @ base	15	F	P	N	P		Dieback, Multi
274	*Pittosporum undulatum*	3.5 @ base	5	P	P	N	P		Almost dead, Multi
275	*Pittosporum undulatum*	6.5 @ base	10	P	P	N	P		H, Almost dead, Multi
276	*Pittosporum undulatum*	7 @ base	10	F-P	F	N	P		H, ID, Multi
277	*Pittosporum undulatum*	14 @ base	10	F-P	P	N	P		H, ID, Multi
278	*Pittosporum undulatum*	13 @ base	10	P	P	N	P		H, ID, Multi

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
279	*Pittosporum undulatum*	1, 2, 2.5, 3 @ 1'	10	P	P	N	P		H, ID, Maybe 4 small trees
280	*Pittosporum undulatum*	5.5 @ base	10	P	P	N	P		H, ID, Multi
281	*Pittosporum undulatum*	13 @ base	10	P	P	N	P		H, Multi
282	*Pittosporum undulatum*	10.5 @ base	10	P	P	N	P		Multi
283	*Pittosporum undulatum*	5 @ base	10	P-D	P	N	P		Almost dead, Multi
284	*Pittosporum undulatum*	7 @ base	10	P	P	N	P		H, Multi
285	*Pittosporum undulatum*	4 @ 3'	10	P	P	N	P		H, ID, Multi
286	*Fraxinus udhei*	16.5	35	F	G	Y	F-P	1	EB, Surface roots, Dieback
287	*Fraxinus udhei*	10	30	F-G	F	N	F		Surface roots
288	*Fraxinus udhei*	14	40	F	G	N	F		Surface roots
289	*Pistacia chinensis*	2	15	G	G	N	F		
290	*Pistacia chinensis*	2.5	20	G	G	N	F		
291	*Pistacia chinensis*	2.5	15	G	F	N	F		
292	*Fraxinus udhei*	14	40	F	F	N	F		PP, Surface roots
293	*Fraxinus udhei*	13	40	F	F	N	F		Surface roots
294	*Fraxinus udhei*	12.5	40	P	F-P	N	P		CDEB, EB, Dieback
295	*Fraxinus udhei*	1	10	G	P	N	P		
296	*Fraxinus udhei*	3	20	G	G	N	F		
297	*Fraxinus udhei*	23	45	F	G	Y	F	1	CD, PP, Surface roots
298	*Fraxinus udhei*	15.5	35	F	F-G	Y	F	1	Lean, PP, Surface roots
299	*Alnus rhombifolia*	14.5	35	F	F-P	N	P		CD, EB
300	*Alnus rhombifolia*	13.5	30	F	F	N	F		
301	*Alnus rhombifolia*	16	40	G	F-G	Y	F	1	Some minor dieback
302	*Alnus rhombifolia*	11	25	F	F	N	F		EB? Some dieback
303	*Alnus rhombifolia*	14	30	G	P	N	P		Lean, Dieback
304	*Pistacia chinensis*	3	15	P	P	N	P		Lean, Disfunctional root system
305	*Alnus rhombifolia*	11	25	P	D	N	P		Dead
306	*Pistacia chinensis*	3.5	15	P	F-P	N	P		EB
307	*Alnus rhombifolia*	13	35	F-P	P	N	P		CD

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
308	*Fraxinus udhei*	4	25	G	G	N	F		CD
309	*Alnus rhombifolia*	11	30	F	P	N	P		Dieback
310	*Fraxinus udhei*	2	15	G	P	N	P		Planted too low
311	*Fraxinus udhei*	2.5	15	G	P	N	P		Planted too low
312	*Fraxinus udhei*	2.5	15	G	P	N	P		Planted too low
313	*Olea europaea*	15 @ 2'	20	P	P	Y	P	1	H, Top dieback, Multi
314	*Olea europaea*	17 @ 1'	20	P	P	Y	P	1	H, Top dieback, ID, Multi
315	*Myoporum laetum*	11.5 @ 1'	15	D	P-D	N	P		CD, Thrips, Almost dead
316	*Myoporum laetum*	8 @ base	10	P	P-D	N	P		Thrips, Multi, Almost Dead
317	*Myoporum laetum*	3.5 @ base	5	P	P	N	P		Thrips, CD
318	*Myoporum laetum*	5.5 @ 2.5'	5	P	P-D	N	P		Thrips, Almost dead
319	*Myoporum laetum*	7 @ 2'	10	P	P-D	N	P		
320	*Myoporum laetum*	10	5	P	P	N	P		H, One live branch
321	*Myoporum laetum*	5	10	P	D	N	P		Dead
322	*Myoporum laetum*	14	20	P	F-P	N	P		Thrips resistant? CDEB, H
323	*Myoporum laetum*	12 @ base	15	P	P	N	P		Thrips
324	Pinus halepensis	17	35	G	G	Y	G	1	Lean, Nice tree
325	Pinus halepensis	17.5	50	F	F	Y	F	1	Circling root, Slight lean
326	Pinus halepensis	28	25	F	G	Y	F	1	H, Powerlines
327	Pinus halepensis	19.5	40	F	G	Y	F	1	H, Powerlines
328	Pinus halepensis	20	50	F	P	Y	F	1	CDEB
329	Pinus halepensis	19.5	70	G	G	Y	G	1	Circling root, Lean
330	Pinus halepensis	18	70	G	P	Y	P	1	Barkbeetles
331	Pinus halepensis	26	60	P	G	Y	F	1	CDEB
332	*Acacia melanoxylon*	8.5	35	G	G	N	F		
333	*Quercus agrifolia*	8	30	G	G	N	G		Suitable for relocation, Nice tree
334	*Acacia melanoxylon*	8	30	P	G	N	P		CDEB
335	*Quercus agrifolia*	4	15	G	G	N	G		Suitable for relocation, Nice tree
336	*Myoporum laetum*	5.5	15	P	P-D	N	P		Almost dead
337	*Pittosporum undulatum*	7.5	25	G	P	N	P		

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338	*Myoporum laetum*	8	15	P	P-D	N	P		Almost dead
339	*Myoporum laetum*	8.5	20	P	P-D	N	P		Almost dead
340	*Myoporum laetum*	12	20	P	P	N	P		Almost dead
341	*Myoporum laetum*	14	25	P	P	N	P		ID
342	*Eucalyptus polyanthemos*	21	65	F	F-P	Y	F	1	
343	*Eucalyptus polyanthemos*	10	35	F-P	P-D	N	P		Almost dead
344	*Eucalyptus polyanthemos*	8.5	35	F	P-D	N	P		Lean
345	*Eucalyptus polyanthemos*	12	40	F	P	N	F		
346	*Acacia melanoxylon*	13	30	G	G	N	F		CD top
347	*Eucalyptus polyanthemos*	11	35	F-G	F-P	N	F		Lean
348	*Eucalyptus polyanthemos*	8	25	P	P	N	P		CDEB, Lerp psyllid
349	*Eucalyptus polyanthemos*	14.5	40	G	P	N	F		
350	*Eucalyptus polyanthemos*	10.5	30	F	P	N	P		
351	*Eucalyptus polyanthemos*	11.5	30	P	P	N	P		CDEB
352	*Eucalyptus polyanthemos*	17	45	P	P-D	Y	P	1	Almost dead, Girdling root
353	Pinus halepensis	20	40	G	G	Y	G	1	CD, Surface roots
354	Pinus halepensis	19	40	G	G	Y	G	1	Lean, CD, Surface roots
355	Pinus halepensis	13.5	35	G	G	N	G		Lean
356	*Eucalyptus polyanthemos*	11, 3.5	30	F-P	P	N	P		Lean
357	*Eucalyptus polyanthemos*	22.5	60	P	F-P	Y	F-P	1	CDEB, H
358	*Eucalyptus polyanthemos*	12	40	P	D	N	P		H
359	*Eucalyptus polyanthemos*	14.5	35	F	F	N	F		CD
360	*Myoporum laetum*	6	10	P	P	N	P		Almost dead
361	*Eucalyptus polyanthemos*	17.5	50	F	P	Y	P	1	Dieback
362	*Eucalyptus polyanthemos*	18	40	F	F	Y	F	1	
363	*Eucalyptus polyanthemos*	17	35	F	F	Y	F	1	PP
364	*Eucalyptus polyanthemos*	15.5	30	F	F-P	Y	F	1	Significant lean, Broken branches
365	*Eucalyptus polyanthemos*	23	40	F	F-P	Y	F-P	1	PP
366	*Myoporum laetum*	10	15	P	P-D	N	P		Thrips, Almost dead
367	*Olea europaea*	16.5 @ 2'	20	F-P	P	Y	P	1	Tip dieback
368	*Olea europaea*	22 @ base	25	F	F-P	Y	F-P	1	4 main stems, Off color
369	*Olea europaea*	15 @ 1.5'	15	F-P	F-P	Y	P	1	CD, Mainstem breakout
370	*Eucalyptus conferruminata*	16	30	F	F	Y	F-P	1	Large pruning wounds, CD

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
371	*Eucalyptus conferruminata*	11.5	30	P	F-P	N	F-P		H, Large pruning wounds, Sparse foliage
372	*Eucalyptus conferruminata*	15 @ 6"	25	P	F	Y	P	1	Old tag #263, H, CD
373	*Eucalyptus conferruminata*	13	25	P	F-P	N	P		Old tag #264, H, CD, Breakout
374	*Eucalyptus conferruminata*	10	25	P	F	N	P		Old tag #266, H, CD
375	*Eucalyptus conferruminata*	13 @ base	25	P	F	N	P		Old tag #267, H, CD
376	*Eucalyptus conferruminata*	8.5	25	P	F	N	P		#267, H
377	*Eucalyptus conferruminata*	11 @ 1.5'	25	P	F	N	P		Old tag #268, H, CD
378	*Eucalyptus conferruminata*	12.5	25	P	F	N	P		Lean, CD
379	*Eucalyptus conferruminata*	16	25	P	F	Y	P	1	#273, H
380	*Olea europaea*	20 @ base	20	P	P	Y	P	1	3 main stems, H, Tip dieback
381	*Olea europaea*	21 @ base	20	F	P	Y	P	1	CD, Tip dieback
382	*Olea europaea*	24.5 @ base	20	F	P	Y	P	1	PP, H, 3 main stems, Tip dieback
383	*Pinus halepensis*	24	25	F	G	Y	F-P	1	Old tag #272, Lean, PP, CD
384	*Pinus halepensis*	8	20	P	G	N	F-G		Seedling?, EB, SP
385	*Pinus halepensis*	29	45	F	G	Y	F-G	1	Old tag #540, CD, Stub cuts, Large pruning wounds
386	*Pinus halepensis*	18.5	25	F	G	Y	F	1	In canopy of #385, CD, H, Lean
387	*Pinus halepensis*	20	25	F	F-P	Y	F	1	Off color, H, Lean, CD
388	*Pinus halepensis*	23 @ 3'	30	F	F-P	Y	F	1	Off color, CD, PP
389	*Pinus radiata*	10.5	25	G	G	N	G		Irrigated, Sequoia pitch moth
390	*Pinus radiata*	21.5	30	F	F-P	Y	F-P	1	Top dead, DW, Off color, Irrigated
391	*Pinus radiata*	21	35	F	F	Y	F	1	DW, Off color, H, Irrigated
392	*Pinus radiata*	24.5	35	F	F	Y	F-P	1	Lean, Off color, Wounding at base
393	*Pinus radiata*	4	20	G	F	N	F-G		Seedling
394	*Pinus radiata*	2.5	15	G	F	N	P		Seedling, Too close to #393
395	*Pinus radiata*	27	40	F-P	F-P	Y	P	1	H, DW, Sparse /off color foliage
396	*Pinus radiata*	22	25	P	F-P	Y	P	1	H, DW, Sparse foliage, EB, Off color

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
398	*Pinus radiata*	31 @ 2'	40	F	F-P	Y	P	1	Lean, Multi, PP, Off color/sparse foliage
399	*Pinus radiata*	4	15	F	F	N	P		Seedling, In canopy of #398
400	*Olea europaea*	13	25	F-P	F	N	F-P		CD, Large pruning wounds
401	*Olea europaea*	18.5	25	F-G	F	Y	F	1	CD, Breakout
402	*Olea europaea*	16 @ 2'	25	P	F	Y	P	1	Old tag #286, Large mainstem breakout, CD, Lean
403	*Pinus radiata*	17	30	F-P	F-G	Y	F	1	Up against wall, PP, Pruned up one side, CD, H
404	*Tristaniopsis laurina*	13.5 @ base	20	F-P	F	N	F		3 main stems, Lean, PP, EB, Sparse/off color foliage, Ivy
405	*Tristaniopsis laurina*	15.5	30	F-P	F	Y	F	1	4 main stems; one removed
406	*Tristaniopsis laurina*	21 @ base	30	F-P	F	Y	F	1	Large pruning wounds
407	*Acer palmatum*	10	15	F-P	G	N	P		Large pruning wounds
408	*Eucalyptus conferruminata*	40 @ base	25	P	F	Y	F-P	1	Old tag #278, Large pruning wounds, Crossing branches, 3 main stems, DW
409	*Eucalyptus conferruminata*	35 @ base	25	P	P	Y	P	1	Old tag #279, Tip dieback, H, Large pruning wounds
410	*Eucalyptus conferruminata*	27 @ base	25	P	F	Y	P	1	Old tag #280, CW, Large pruning wound
411	*Acer palmatum*	9 @ 3'	25	F-P	G	N	F-P		Large pruning wound, CD
412	*Pittosporum undulatum*	20.5 @ base	30	P	F	Y	P	1	PP, H, Under canopy of #413
413	*Eucalyptus conferruminata*	18.5	35	F	G	Y	F	1	Large pruning wounds
414	*Eucalyptus conferruminata*	12	35	F	F	N	F		Dieback, PP, H
415	*Olea europaea*	15.5	25	F	P	Y	P	1	CD, H
416	*Olea europaea*	13.5	20	P	P	N	P		PP, Large pruning wounds, CD, Dieback
417	*Eucalyptus conferruminata*	40.5 @ base	35	F-P	F-P	Y	P	1	old tag #417, H, circling root, 3 main stems, lean
418	*Pinus radiata*	20	35	F	F	Y	F-P	1	Off color, PP, CD top
419	*Pinus radiata*	13	35	F-P	P	N	P		Crowded
420	*Pinus radiata*	16	35	F	P	Y	P	1	CD top
421	*Pinus radiata*	34.5 @ 2'	35	P	G	Y	P	1	CDEB

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
422	*Pinus radiata*	18	30	F-P	P	Y	P	1	H
423	*Pinus radiata*	18	25	F	G	Y	F-P	1	CD, Large pruning wounds
424	*Pinus radiata*	17	30	P	P	Y	P	1	Lean, Sparse/off color foliage, H
425	*Pinus halepensis*	4.5	15	G	G	N	F		Seedling
426	*Pinus radiata*	18.5	35	G	F-G	Y	F	1	
427	*Pinus halepensis*	10.5	30	F	G	N	F		Lean
428	*Pinus radiata*	21.5	45	F	F	Y	F	1	Old tag #303, PP, CD, Large pruning wounds
429	*Pinus radiata*	21.5	40	F	F-P	Y	P	1	CD, Sparse foliage, DW, Large pruning wounds
430	*Pinus radiata*	14	40	F	F-P	N	P		Sparse foliage, Large pruning wounds
431	*Pinus radiata*	19.5	35	F	F-G	Y	F	1	Large pruning wound
432	*Pinus radiata*	16	40	F-G	F	Y	F	1	Old tag #299
433	*Pinus radiata*	14	35	F	F	N	F-P		Old tag #298, Large pruning wounds, PP, Limbed up
434	*Pinus radiata*	16.5	40	F	F-P	Y	P	1	Old tag #297, Lots of cones = declining
435	*Pinus radiata*	22	35	F	F-P	Y	P	1	Old tag #296, Lean, Large pruning wounds, Dead wood, EWR
436	*Pinus radiata*	20	30	F-P	F	Y	F-P	1	Old tag #295, Lean, CDEB?
437	*Pinus halepensis*	16.5	25	P	G	Y	P	1	Old tag #544, Significant lean, Large pruning wounds
438	*Pinus halepensis*	21	30	G	G	Y	G	1	Significant lean, CD
439	*Pinus halepensis*	27.5	40	P	G	Y	F	1	CDEB, CD
440	*Pinus halepensis*	29	40	F	F-G	Y	G	1	CD, DW
441	*Pinus halepensis*	20.5	25	F	F	Y	F	1	Cable in tree, CD
442	*Pinus halepensis*	21.5	40	F-P	G	Y	F-G	1	CDEB?, Large pruning wounds
443	*Olea europaea*	18 @ 1'	25	F-P	P	Y	P	1	Tip dieback, CDEB
444	*Olea europaea*	9.5	25	F	P	N	P		Tipdieback, CD
445	*Acer palmatum*	8 @ 2'	25	F	G	N	F		PP
446	*Pittosporum undulatum*	7	25	P	P	N	P		CD, PP, H, 1 stem removed
447	*Pittosporum undulatum*	15 @ base	20	P	P	Y	P	1	

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
448	*Quercus agrifolia*	15 @ 2.5'	35	G	G	Y	G	1	Aphids, Nice tree!
449	*Olea europaea*	17 @ 2'	30	P	P	Y	P	1	CDEB, PP, Large pruning wounds
450	*Eucalyptus conferruminata*	35 @ base	30	F-P	G	Y	F	1	H, Pruning related internal decay, 3 main stems
451	*Eucalyptus conferruminata*	17	30	F-P	G	Y	F	1	Large pruning wounds, H
452	*Pinus radiata*	25 @ 2'	35	F	P	Y	P	1	Dieback, DW, CD
453	*Pinus radiata*	17	40	F	P	Y	P	1	Dieback, DW
454	*Pinus halepensis*	22	40	F	G	Y	G	1	CD top, Slight lean
455	*Pinus radiata*	17	25	F	P	Y	P	1	Dieback
456	*Olea europaea*	19.5 @ base	25	P	P	Y	P	1	Large pruning wounds, Dieback
457	*Pinus halepensis*	29 @ 2'	45	G	G	Y	G	1	CD
458	*Pinus halepensis*	16.5	30	F	F-G	Y	F	1	Crowded, DW
459	*Pinus halepensis*	15	30	F-P	G	Y	F	1	Significant lean, Large pruning wounds, Crowded
460	*Pinus halepensis*	22	30	F	G	Y	G	1	Old tag #555, CD, Lean, Large pruning wound
461	*Pinus halepensis*	14.5	25	F	G	N	F		Old tag #556, Lean
462	*Pinus halepensis*	26.5	25	F-P	G	Y	G	1	CD, Lean
463	*Pinus halepensis*	16	25	F	F	Y	F	1	Large pruning wounds, Crowded, Significant lean
464	*Pinus halepensis*	28.5 @ base	45	F-G	G	Y	G	1	Large pruning wound, Nice tree
465	*Pinus halepensis*	19	20	P	P	Y	P	1	H for high voltage power lines
466	*Pinus halepensis*	16	20	P	P	Y	P	1	H for high voltage power lines
467	*Pinus halepensis*	20	35	P	F-P	Y	P	1	Lean, H for high voltage power lines
468	*Pinus halepensis*	20	30	P	F	Y	P	1	Lean, Dieback, H for high voltage power lines
469	*Pinus halepensis*	9	25	F-P	F	N	P		Significant lean, Dieback, H for high voltage power lines
470	*Platanus x hispanica*	8.5	35	F-G	F-G	N	G		Anthracnose, CD, High voltage power lines
471	*Pinus radiata*	10	30	P	F-P	N	P		
472	*Pinus radiata*	11	30	F	F-P	N	P		

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
473	*Pinus radiata*	10	25	P	F	N	P		Lean
474	*Pinus radiata*	7	30	F	F	N	F		Lean, DW
475	*Pinus radiata*	12	40	F	F	N	F		DW
476	*Pinus radiata*	6	25	F	F	N	F-P		
477	*Prunus cerasifera*	6	15	F-G	F-G	N	F		CD
478	*Platanus x hispanica*	5.5	20	F	F-P	N	F-P		Large pruning wounds
479	*Pinus radiata*	12.5	40	G	F-G	N	F		Lean
480	*Pinus radiata*	12.5	40	G	F-G	N	F		Lean
481	*Pinus radiata*	14	40	G	F	N	F		
482	*Platanus x hispanica*	5.5	25	P	P	N	P		Under pine canopy
483	*Platanus x hispanica*	6.5	25	F-P	P	N	P		Lean
484	*Pinus radiata*	14	40	F	F	N	F		Multi top
485	*Myoporum laetum*	17 @ base	15	P	P-D	Y	P	1	6 main stems, Thrips, Almost dead
486	*Pinus radiata*	10	40	F	F	N	F		DW
487	*Myoporum laetum*	13	20	P	P	N	P		Thrips, CD
488	*Myoporum laetum*	14	20	P	P	N	P		CD, Thrips
489	*Myoporum laetum*	5.5	20	P	P	N	P		Thrips
490	*Myoporum laetum*	12	25	P	P	N	P		Thrips
491	*Myoporum laetum*	5.5	25	P	P	N	P		Thrips
492	*Myoporum laetum*	4	10	P	P	N	P		Thrips, H
493	*Pinus halepensis*	13	30	F-P	G	N	F-P		Significant lean, CD top
494	*Pinus radiata*	11	40	F-G	F	N	F		
495	*Pinus halepensis*	15	30	F	G	Y	F	1	Significant lean, CD top
496	*Platanus x hispanica*	7	25	F	P	N	P		Large pruning wounds
497	*Pinus radiata*	12	40	F-G	F	N	F		
498	*Pinus radiata*	11	40	F	F-P	N	F-P		
499	*Pinus halepensis*	10	20	P	F	N	P		Significant lean
500	*Pinus radiata*	12.5	40	F-G	F	N	F		
501	*Platanus x hispanica*	6	20	G	P	N	P		
502	*Pinus halepensis*	17	40	F-G	G	Y	G	1	Lean
503	*Platanus x hispanica*	6.5	20	P	P	N	P		
504	*Pinus radiata*	17.5	40	F	F-G	Y	F	1	Lean, DW
505	*Pinus radiata*	11	25	P	F	N	P		In canopy, Crowded, CDEB
506	*Pinus radiata*	14	40	F	F-G	N	F		Lean
507	*Pinus radiata*	17	40	G	F	Y	F	1	

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
508	*Eucalyptus conferruminata*	9.5	25	F	G	N	F-P		Lean over parking lot, Vehicle damage
509	*Platanus x hispanica*	6	25	P	P	N	P		
510	*Myoporum laetum*	25.5 @ 1.5'	25	P	P-D	Y	P	1	Almost dead
511	*Pinus radiata*	14	45	F	F	N	F		
512	*Pinus radiata*	26	50	F	F-P	Y	P	1	Top dead
513	*Myoporum laetum*	11.5 @ 2'	20	P	P	N	P		Old tag #573, CD, Thrips
514	*Pinus radiata*	17	25	F	F	Y	P	1	Old tag #574, Lean, H for high voltage power lines
515	*Myoporum laetum*	12	25	P	P	N	P		Thrips, Lean, High voltage power lines
516	*Pinus radiata*	15	25	F-P	P	Y	P	1	Large pruning wounds, CD, High voltage power lines
517	*Pinus radiata*	30	60	G	F-P	Y	F	1	Old tag #70, Pine pitch canker, DW
518	*Olea europaea*	23 @ base	25	F-G	G	Y	F-G	1	CD, Large pruning wounds
519	*Pinus radiata*	23.5	35	F	F-G	Y	F	1	Large lateral branch, EWR, PP, DW
520	*Pinus radiata*	21	40	F-G	F	Y	F	1	Old tag #113, DW
521	*Pinus radiata*	21.5	40	F-G	F	Y	F	1	DW, Lean
522	*Pinus radiata*	18.5	35	F-P	P	Y	P	1	Top dead
523	*Pinus radiata*	16	35	F-P	F-P	Y	F-P	1	CD top, Pine pitch canker
524	*Pinus radiata*	20	40	F	F	Y	F	1	Lean, One sided foliage
525	*Pinus radiata*	15	25	P	P	Y	P	1	Old tag #116, Dieback, PP
526	*Pinus radiata*	15	30	F	F-P	Y	F-P	1	PP, Lean
527	*Pinus radiata*	18.5	45	P	F-P	Y	P	1	Sparse foliage, PP, H
528	*Pinus halepensis*	22.5	30	G	G	Y	G	1	Nice tree, Lean, CD
529	*Olea europaea*	16 @ 2'	30	F-G	P	Y	P	1	CD, Tip dieback
530	*Olea europaea*	19 @ base	25	P	P	Y	P	1	Recent mainstem breakout, CD
531	*Olea europaea*	22 @ base	30	P	F	Y	F	1	Tip dieback, CDEB
532	*Olea europaea*	31.5	25	F	F-P	Y	G	1	3 main stems, Large pruning wounds

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533	*Olea europaea*	22 @ 2'	30	G	F-G	Y	G	1	CD, PP
534	*Olea europaea*	26 @ 1'	30	F-G	F-G	Y	G	1	CD, PP
535	*Olea europaea*	22 @ 2'	30	F-G	F-G	Y	G	1	CD, PP
536	*Olea europaea*	22 @ 2'	25	F	F	Y	F-G	1	CD, PP, Tip dieback
537	*Myoporum laetum*	5 @ base	25	P	P	N	P		4 main stems, Thrips
538	*Myoporum laetum*	27 @ base	25	P	P	Y	P	1	Rhamnus, 5 main stems, Thrips
539	*Myoporum laetum*	15.5 @ base	25	P	P	Y	P	1	Rhamnus, Multi, Thrips
540	*Myoporum laetum*	20 @ base	30	P	P	Y	P	1	Thrips, Multi
541	*Myoporum laetum*	17 @ base	30	P	P	Y	P	1	7 main stems, Thrips
542	*Myoporum laetum*	28 @ base	25	P	P	Y	P	1	5 main stems, Thrips
543	*Myoporum laetum*	32 @ base	25	P	P	Y	P	1	CD, Multi, Thrips
544	*Myoporum laetum*	22 @ base	25	P	P	Y	P	1	Thrips, Multi
545	*Myoporum laetum*	44 @ base	25	P	P	Y	P	1	3 main stems, Thrips
546	*Myoporum laetum*	30 @ base	25	P	P	Y	P	1	4 main stems, Thrips
547	*Myoporum laetum*	21 @ base	25	P	P	Y	P	1	CD, Thrips
548	*Myoporum laetum*	17 @ base	25	P	P	Y	P	1	4 main stems, Thrips
549	*Myoporum laetum*	21.5 @ base	25	P	P	Y	P	1	5 main stems, Thrips
550	*Myoporum laetum*	26.5 @ base	25	P	P	Y	P	1	5 main stems, Thrips
551	*Pinus radiata*	31	35	F-G	F-P	Y	F-P	1	Old tag #99, Lean, Surface roots, Sparse foliage
552	*Pinus radiata*	33	40	F-G	F	Y	F	1	Old tag #100, Lean, Surface roots, PP

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
553	*Olea europaea*	23 @ base	20	P	P	Y	P	1	3 main stems, H, PP
554	*Olea europaea*	19.5 @ 2'	20	P	P	Y	P	1	CD, PP, H
555	*Olea europaea*	15 @ 2'	25	F-P	F-P	Y	F-P	1	PP, H
556	*Olea europaea*	20.5 @ base	25	F	F	Y	F	1	CD
557	*Olea europaea*	24 @ base	25	F	F-G	Y	F-G	1	Lean, 3 main stems
558	*Olea europaea*	19.5 @ 2'	25	F	F-G	Y	F-G	1	Large pruning wounds, CD
559	*Olea europaea*	20.5 @ 2'	25	F	F-P	Y	F	1	Sparse foliage, CD
560	*Olea europaea*	22 @ 1'	25	F	F-G	Y	F-G	1	Crossing branches
561	*Olea europaea*	24.5 @ base	20	F	F	Y	F	1	Internal decay, PP, Tip dieback
562	Olea europaea	14 @ 2'	20	P	P	N	P	1	H, Tip dieback
563	*Olea europaea*	17.5 @ 1'	25	F	P	Y	F-P	1	H, Tip dieback
564	*Pyrus calleryana*	16	30	P	G	Y	P	1	Old tag #137, CDEB
565	*Pyrus calleryana*	18	30	P	G	Y	P	1	Old tag #140, Girdling root?, CDEB
566	*Pyrus calleryana*	6.5	20	P	P	N	P		Old tag #141, PP, CDEB
567	*Pyrus calleryana*	8	20	P	P	N	P		Old tag #136, Dieback
568	*Pyrus calleryana*	11.5	25	P	F-P	N	P		CDEB, Dieback
569	*Pyrus calleryana*	10.5	25	F-P	F-P	N	P		CD, Dieback
570	*Pyrus calleryana*	11	25	P	F-P	N	P		Old tag #143, Large pruning wounds, CDEB
571	*Pyrus calleryana*	10.5	25	F-P	F-P	N	P		Old tag #134, CD, Multi, Dieback, PP
572	*Pyrus calleryana*	10	25	P	F-P	N	P		CDEB
573	*Pyrus calleryana*	12	25	P	F-P	N	P		Old tag #144, CDEB
574	*Olea europaea*	16 @ 2'	20	F-P	F-P	Y	P	1	H
575	*Olea europaea*	19 @ base	20	F	F-P	Y	F-P	1	H
576	*Eucalyptus conferruminata*	30 @ base	30	F-P	F-G	Y	F	1	PP, H, CD

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
577	*Eucalyptus conferruminata*	13	30	F-P	F-G	N	F		PP, H, CD
578	*Eucalyptus conferruminata*	19.5 @ base	30	P	F-G	Y	F	1	PP, CDEB
579	*Schinus terebinthifolius*	14	20	F	F-G	N	F		Old tag #201, Lean, Multi, PP, Flush cuts
580	*Schinus terebinthifolius*	14	30	F	F	N	F		Old tag #200, CD, Sparse/off color foliage
581	*Schinus terebinthifolius*	16.5	25	F	F	Y	F	1	Old tag #199, PP, Sparse foliage, Lean
582	*Schinus terebinthifolius*	15	20	F	F-G	Y	F	1	Lean, CD, PP, Off color foliage
583	*Gleditsia triacanthos inermis*	8	25	F	F-P	N	F-P		Old tag #197, PP, CD, Dieback
584	*Gleditsia triacanthos inermis*	8	25	F	F-P	N	F-P		Old tag #196, CD, Dieback
585	*Schinus terebinthifolius*	15	20	F-G	F	Y	F	1	Old tag #202, Tip dieback, PP
586	*Schinus terebinthifolius*	15	-	-	D	Y	P	1	Dead
587	*Schinus terebinthifolius*	10.5	15	P	P	N	P		Old tag #204, PP, H
588	*Eucalyptus conferruminata*	19	25	F	G	Y	F-G	1	Old tag #164, H, CD
589	*Olea europaea*	21.5 @ base	25	F	F	Y	F	1	H, Sparse foliage
590	*Eucalyptus conferruminata*	20 @ 2'	25	F	G	Y	F	1	Lean, CD, PP, One lateral branch w internal decay
591	*Pinus thunbergiana*	12.5	30	F	F	N	P		Old tag #205, No soil volume, Dieback, Sparse foliage
592	*Pittosporum tobira*	10.5 @ base	10	P	F	N	P		CD, Breakout, Internal decay
593	*Olea europaea*	18 @ base	25	F	F	Y	F	1	Internal decay, CDEB, H, 3 main stems
594	*Olea europaea*	20 @ base	30	F	F	Y	F	1	Old tag #206, Large pruning wounds, CD, H
595	*Pinus radiata*	20.5	35	F	F-P	Y	P	1	Old tag #207, CD, Pine pitch canker
596	*Pinus radiata*	17.5	30	F	P	Y	P	1	Pine pitch canker
597	*Pittosporum tobira*	5.5 @ base	15	F	F	N	P		Lean, CD
598	*Pittosporum tobira*	6.5 @ base	10	P	P	N	P		CDEB, Dieback
599	*Pittosporum tobira*	12.5 @ base	10	P	P	N	P		Internal decay, CDEB, Dieback

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
600	*Olea europaea*	23 @ base	20	F	F-G	Y	F-G	1	Old tag @215, H, CD, PP
601	*Olea europaea*	21 @ base	30	F	F-G	Y	F-G	1	Internal decay, H, CD, PP
602	*Olea europaea*	22 @ base	25	F	F-P	Y	F	1	Old tag @217, Internal decay, PP
603	*Olea europaea*	16 @ base	25	P	F-P	Y	P	1	CDEB, Large pruning wounds
604	*Olea europaea*	24 @ base	25	F	F-P	Y	F	1	Old tag #219, Internal decay, H, Dieback, 4 stems
605	*Olea europaea*	39 @ base	25	F	F-G	Y	G	1	Old tag #220, H, 4 stems
606	*Eucalyptus conferruminata*	24.5 @ 2'	25	F	F-G	Y	F	1	Old tag #222, CD, H, Strange trunk girdling
607	*Olea europaea*	19 @ base	25	F	F-G	Y	F-G	1	Old tag #221, CD, H
608	*Pittosporum eugenioides*	9 @ base	15	P	F	N	P		PP
609	*Pittosporum eugenioides*	7 @ base	10	P	P	N	P		PP, Dieback
610	*Pittosporum eugenioides*	10 @ base	-	-	D	N	P		Dead
611	*Pittosporum eugenioides*	7 @ base	10	P	P-D	N	P		H, Almost dead
612	*Olea europaea*	30 @ base	20	F	F-G	Y	F-G	1	Old tag #223, CDEB, Large pruning wounds, Trunk dieback
613	*Olea europaea*	20.5 @ base	25	F	F	Y	F	1	Old tag #225, PP, Large pruning wounds,
614	*Olea europaea*	23 @ 1'	25	F	P	Y	F-P	1	Old tag #224, Multi, Large pruning wounds
615	*Olea europaea*	20 @ base	25	F-P	F-P	Y	F-P	1	Internal decay, Some tip dieback
616	*Pyrus calleryana*	7.5	15	P	P	N	P		Old tag #228, Large pruning wounds, Fireblight, CDEB
617	*Pyrus calleryana*	8	20	P	P	N	P		Old tag #231, Dieback, Fireblight, CDEB

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
618	*Pyrus calleryana*	7.5	20	P	P	N	P		Old tag #241, cable, PP, Lean, CDEB
619	*Pyrus calleryana*	5	20	P	F-P	N	P		Old tag #242, Cable, Lean
620	*Pyrus calleryana*	6	20	P	P	N	P		Old tag #232, Lean, CDEB
621	*Pyrus calleryana*	8	25	P	P	N	P		CDEB, Dieback, Fireblight!
622	*Celtis sinensis*	5	25	P	P-D	N	P		Old tag #227
623	*Celtis sinensis*	5.5	20	P	P-D	N	P		Old tag #230, Dieback
624	*Pyrus calleryana*	6.5	20	P	P	N	P		CDEB, PP, Dieback, Fireblight
625	*Pyrus calleryana*	6	25	P	P	N	P		Old tag #243, Cable in tree, Lean, CDEB
626	*Pyrus calleryana*	7	25	P	P	N	P		Old tag #244, CDEB, Dieback
627	*Pyrus calleryana*	10	25	P	P	N	P		Old tag #234, Lean, CDEB, Dieback
628	*Pyrus calleryana*	8.5	25	P	P	N	P		Old tag #235, Dieback, CDEB
629	*Pyrus calleryana*	7.5	30	P	P	N	P		Old tag #245, EB
630	*Pyrus calleryana*	6	25	F-P	P	N	P		Old tag #236, Dieback
631	*Pyrus calleryana*	8	30	P	P	N	P		Old tag #246, CDEB, Dieback
632	*Pyrus calleryana*	6.5	25	P	P	N	P		Old tag #247, PP, Dieback, Lean
633	*Pyrus calleryana*	7.5	25	P	P	N	P		Old tag #237, CDEB, Lean
634	*Pyrus calleryana*	6.5	20	P	P	N	P		Old tag #248, PP, Dieback, CDEB, Lean
635	*Pyrus calleryana*	7.5	25	P	P	N	P		Old tag #238, CDEB, Lean, PP, Wounds at base
636	*Celtis sinensis*	6.5	25	F	P	N	P		Old tag #240, Dieback
637	*Pyrus calleryana*	7	25	P	P	N	P		Old tag #235, CDEB, PP
638	*Pyrus calleryana*	7	25	P	P	N	P		Old tag #249, Lean, CDEB, Dieback
639	*Pittosporum tobira*	5.5 @ base	15	F	F-P	N	P		Lean, CD
640	*Pittosporum tobira*	5.5 @ base	15	F	F	N	P		CD
641	*Quercus agrifolia*	4	25	G	G	N	G		Relocate?
642	*Pittosporum tobira*	4	15	P	G	N	P		Internal decay, Hollow
643	*Tristaniopsis laurina*	7.5	25	G	F-P	N	F		Old tag #250
644	*Leptospermum laevigatum*	13.5 @ base	15	F	F	N	F		Off color, Multi

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
645	*Leptospermum laevigatum*	40 @ base	12	F	F	Y	F	1	Multi
646	*Leptospermum laevigatum*	20 @ base	15	F	F	Y	F	1	Multi
647	*Leptospermum laevigatum*	19 @ base	12	F	F	Y	F	1	Multi, Rhamnus understory
648	*Leptospermum laevigatum*	9 @ base	12	P	P	N	P		Vandalism w chain saw
649	*Leptospermum laevigatum*	20 @ base	12	F	F	Y	F	1	Multi
650	*Leptospermum laevigatum*	37 @ base	12	F	F	Y	F	1	Multi
651	*Leptospermum laevigatum*	35 @ base	12	F	F	Y	F	1	Multi
652	*Leptospermum laevigatum*	19 @ base	12	F	F	Y	F	1	Multi
653	*Leptospermum laevigatum*	15 @ base	12	F	F	Y	F	1	Multi
654	*Leptospermum laevigatum*	13 @ base	12	F	F	N	F		Multi
655	*Leptospermum laevigatum*	18.5 @ base	12	F	F	Y	F	1	Multi
656	*Leptospermum laevigatum*	18 @ base	12	F	F	Y	F	1	Multi
657	*Leptospermum laevigatum*	15 @ base	12	F	F	Y	F	1	Multi
658	*Leptospermum laevigatum*	15 @ base	12	F	F	Y	F	1	Multi
659	*Leptospermum laevigatum*	21 @ base	12	F	F	Y	F	1	Multi
660	*Leptospermum laevigatum*	17.5 @ base	12	F	F	Y	F	1	Multi
661	*Leptospermum laevigatum*	35 @ base	12	F	F	Y	F	1	Multi
662	*Leptospermum laevigatum*	23 @ base	12	F	F	Y	F	1	Multi

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
663	*Leptospermum laevigatum*	21.5 @ base	12	F	F	Y	F	1	Multi
664	*Leptospermum laevigatum*	22 @ base	12	F	F	Y	F	1	Multi
665	*Leptospermum laevigatum*	30 @ base	12	F	F	Y	F	1	Multi
666	*Leptospermum laevigatum*	15 @ base	12	F	F	Y	F	1	Multi
667	*Leptospermum laevigatum*	17 @ base	12	F	F	Y	F	1	Multi
668	*Leptospermum laevigatum*	16 @ base	12	F	F	Y	F	1	Multi
669	*Leptospermum laevigatum*	17 @ base	12	F	F	Y	F	1	Multi
670	*Leptospermum laevigatum*	6 @ base	12	F	F	N	F		Multi
671	*Leptospermum laevigatum*	20 @ base	12	F	F	Y	F	1	Multi
672	*Leptospermum laevigatum*	22 @ base	12	F	F	Y	F	1	Multi
673	*Leptospermum laevigatum*	26 @ base	12	F	F	Y	F	1	Multi
674	*Leptospermum laevigatum*	14 @ base	12	F	F	Y	F	1	Multi
675	*Leptospermum laevigatum*	21.5 @ base	12	F	F	Y	F	1	Multi
676	*Leptospermum laevigatum*	17.5 @ base	12	F	F	Y	F	1	Multi
677	*Leptospermum laevigatum*	27 @ base	12	F	F	Y	F	1	Multi
678	*Leptospermum laevigatum*	23.5 @ base	12	F	F	Y	F	1	Multi
679	*Leptospermum laevigatum*	25 @ base	12	F	F	Y	F	1	Multi
680	*Leptospermum laevigatum*	28 @ base	12	F	F	Y	F	1	Multi
681	*Eucalyptus conferruminata*	25 @ 3'	30	F	F-G	Y	F	1	CD, 1 stem removed, Nice tree

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
682	*Eucalyptus conferruminata*	30 @ base	30	F	F-G	Y	F	1	Large pruning wounds, Breakout, Nice tree
683	*Pyrus calleryana*	13	30	P	F	N	P		Old tag #253, CDEB, Dieback, Lean
684	*Pyrus calleryana*	13	35	P	F	N	P		Old tag #254, DB, CDEB, Lean
685	*Pyrus calleryana*	12	30	P	F	N	P		Old tag #255, Lean, CDEB, Dieback
686	*Pyrus calleryana*	11	30	P	F	N	P		Old tag #256, CDEB, Dieback
687	*Pyrus calleryana*	10	30	P	F	N	P		Old tag #257, CDEB
688	*Pyrus calleryana*	12	30	P	F	N	P		Old tag #258, CDEB
689	*Pyrus calleryana*	13	30	P	F	N	P		Old tag #259, CDEB
690	*Washingtonia robusta*	0' of CT	-	G	G	N	P		Seedling
691	*Tristaniopsis laurina*	5	15	F	P	N	P		CD
692	*Eucalyptus globulus 'Compacta'*	34 @ base	25	P	G	Y	P	1	Multi, H
693	*Eucalyptus globulus 'Compacta'*	30.5 @ base	25	P	F-G	Y	P	1	Tortoise shell beetle
694	*Prunus cerasifera*	13 @ base	20	F	G	N	P		Seeding, Sprouts
695	*Malus spp.*	8.5 @ base	10	F	G	N	F		CD
696	*Melaleuca citrina*	7	20	F	G	N	F		Multi
697	*Schinus terebinthifolius*	10.5	20	G	G	N	G		Lean, Nice tree
698	*Eucalyptus globulus 'Compacta'*	34	25	P	G	Y	P	1	Multi, PP, H for high voltage power lines
699	*Eucalyptus globulus 'Compacta'*	25.5	25	P	G	Y	P	1	Multi, PP, H for high voltage power lines
700	*Schinus terebinthifolius*	9	20	F	G	N	F-G		Sprouts, Crossing branches, Nice little grove
701	*Schinus terebinthifolius*	6.5	20	F	G	N	G		EB, Nice little grove
702	*Schinus terebinthifolius*	13.5	20	F-P	G	N	F-G		CD, Nice little grove
703	*Schinus terebinthifolius*	23 @ base	20	P	G	Y	F-G	1	CDEB, Nice little grove
704	*Eucalyptus globulus 'Compacta'*	46 @ base	25	F	G	Y	P	1	Multi, H for high voltage power lines

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Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
705	*Eucalyptus globulus 'Compacta'*	28 @ base	20	P	F	Y	P	1	Multi, H for high voltage power lines
706	*Fraxinus udhei*	19.5 @ base	25	P	G	Y	P	1	Multi, Seedling, Growing in fence
707	*Eucalyptus globulus 'Compacta'*	40 @ base	25	P	G	Y	P	1	Multi, H for high voltage power lines
708	*Cedrus deodara*	7	25	F-P	F	N	F		One sided
709	*Acacia melanoxylon*	11	25	P	G	N	P		CDEB
710	*Cedrus deodara*	16 @ base	25	F-P	G	Y	F-P	1	Significant lean, CD
711	*Eucalyptus globulus 'Compacta'*	34	25	P	G	Y	P	1	CD, H for high voltage power lines
712	*Eucalyptus globulus 'Compacta'*	31 @ base	35	P	F-G	Y	P	1	CD, H for high voltage power lines
713	*Eucalyptus globulus 'Compacta'*	30 @ base	25	P	F-G	Y	P	1	Multi, H for high voltage power lines
714	*Myoporum laetum*	21 @ base	20	P	P-D	Y	P	1	Thrips
715	*Eucalyptus globulus 'Compacta'*	23 @ base	25	P	F-G	Y	P	1	Multi, H for high voltage power lines
716	*Eucalyptus globulus 'Compacta'*	25 @ base	20	P	F	Y	P	1	CD, H for high voltage power lines
717	*Eucalyptus globulus 'Compacta'*	23.5 @ base	25	P	G	Y	P	1	Multi, H for high voltage power lines
718	*Eucalyptus globulus 'Compacta'*	28 @ base	25	P	G	Y	P	1	Inside closed fence, CD, H for high voltage power lines
719	*Eucalyptus globulus 'Compacta'*	21 @ base	25	P	G	Y	P	1	Inside closed fence, H for high voltage power lines
720	*Eucalyptus globulus 'Compacta'*	28 @ base	25	P	G	Y	P	1	Multi, H for high voltage power lines
721	*Cedrus deodara*	8	25	G	P	N	F-P		Lean
724	Olea europaea	13.5 @ 2'	20	F	F	N	F	1	PP, Multi
725	*Olea europaea*	17 @ base	15	P	P	Y	P	1	H, Multi
726	*Olea europaea*	21 @ base	20	P	F	Y	F	1	Large pruning wounds, Multi
727	*Olea europaea*	11 @ 2'	20	F	F	N	F		H, Multi

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
728	Olea europaea	13.5	15	P	P	N	P	1	H, Multi
731	*Olea europaea*	14	20	P	F-P	N	F-P		Internal decay, Multi
732	*Olea europaea*	19 @ base	15	P	P	Y	P	1	Internal decay, Multi, Dieback, PP
733	*Olea europaea*	13.5 @ base	15	F	G	N	F		CD, PP
734	*Olea europaea*	21.5 @ 1'	25	F	F-P	Y	F	1	Dieback
735	*Olea europaea*	21 @ base	25	F	F	Y	F	1	Suckers, PP
736	*Olea europaea*	19	30	F	F	Y	F	1	Internal decay, Multi, CDEB
737	*Olea europaea*	17	25	F	F-G	Y	F-G	1	Multi
738	*Olea europaea*	23 @ base	25	F	F-G	Y	F-G	1	Multi
739	*Olea europaea*	19 @ base	25	F	G	Y	F-G	1	Breakout
740	*Myoporum laetum*	57.5 @ base	30	P	P	Y	P	1	Thrips, 3 main stems
741	*Myoporum laetum*	43 @ base	30	P	P	Y	P	1	Thrips, 3 main stems
742	*Platanus x hispanica*	8	35	P	P	N	P		
743	*Platanus x hispanica*	7.5	35	P	P	N	P		Old tag #68, Anthracnose
744	*Platanus x hispanica*	8	35	F	F-P	N	P		Old tag #39, Anthracnose
745	*Platanus x hispanica*	9.5	40	F	P	N	P		Old tag #66, Anthracnose
746	*Platanus x hispanica*	7	20	F	P	N	P		Old tag #65, Lean, Anthracnose
747	*Platanus x hispanica*	10	40	F	P	N	P		Old tag #64, Lean
748	*Platanus x hispanica*	3.5	10	P	P	N	P		Old tag #63, Anthracnose
749	*Platanus x hispanica*	10.5	40	F-G	P	N	P		Old tag #62, Lean, Anthracnose
750	*Platanus x hispanica*	12.5	40	F-G	F-P	N	P		Old tag #61, Anthracnose
751	*Platanus x hispanica*	16.5	50	F-G	F-P	Y	*F*	*1*	Old tag #60, Anthracnose
752	*Platanus x hispanica*	6.5	30	P	P	N	P		Old tag #59, Breakout, Anthracnose
753	*Platanus x hispanica*	5	30	P	P	N	P		Old tag #58, Anthracnose
754	*Platanus x hispanica*	7	25	F	P	N	P		Old tag #57, Anthracnose
755	*Platanus x hispanica*	6	30	F-P	P	N	P		Old tag #56, Anthracnose

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
756	*Platanus x hispanica*	7	30	F	F-P	N	P		Old tag #55, Anthracnose
757	*Platanus x hispanica*	4.5	25	P	P	N	P		Old tag #54, Anthracnose
758	*Platanus x hispanica*	7.5	30	F	F-P	N	P		Old tag #53, Lean, Anthracnose
759	*Platanus x hispanica*	5	20	F	F-P	N	P		Old tag #52, Lean, Anthracnose
760	*Platanus x hispanica*	7	25	F	F	N	P		Old tag #51, Anthracnose
761	*Platanus x hispanica*	7.5	25	F	F	N	P		Old tag #50, Anthracnose
762	*Platanus x hispanica*	6	25	F	F-P	N	P		Old tag #49, Anthracnose
763	*Platanus x hispanica*	5	15	F	F-P	N	P		Old tag #48, Anthracnose
764	*Platanus x hispanica*	6	25	F	F	N	F		Old tag #47, Anthracnose
765	*Platanus x hispanica*	8	30	G	F	N	F-G		Old tag #46, Anthracnose
766	*Prunus cerasifera*	11.5	20	P	F-P	N	P		Old tag #22, Internal decay!, Multi, Dieback
767	*Prunus cerasifera*	9.5	20	P	G	N	P		Old tag #21, Internal decay!, Multi
768	*Prunus cerasifera*	10	15	P	F-P	N	P		Old tag #20, Internal decay, Multi
769	*Platanus x hispanica*	9.5	20	F	G	N	F		Old tag #11, Surface roots, H
770	*Platanus x hispanica*	8	10	P	G	N	P		Old tag #19, Surface roots, H
771	*Platanus x hispanica*	8.5	20	F	F	N	F		Old tag #10, Surface roots, H
772	*Platanus x hispanica*	9.5	10	P	G	N	P		Old tag #18, Surface roots, H
773	*Platanus x hispanica*	8.5	20	F	F	N	F		Old tag #9, Surface roots
774	*Platanus x hispanica*	9.5	10	P	G	N	P		Old tag #17, Surface roots
775	*Platanus x hispanica*	10.5	20	F	F	N	F		Old tag #8, Surface roots
776	*Platanus x hispanica*	9	10	P	G	N	P		Old tag #16, H, Surface roots
777	*Platanus x hispanica*	10.5	20	F	F	N	F		Old tag #7, Surface roots
778	*Platanus x hispanica*	9	10	P	G	N	P		Old tag #15, H, Surface roots
779	*Platanus x hispanica*	6	20	F	F	N	F		Surface roots
780	*Platanus x hispanica*	8	15	P	G	N	P		Surface roots
781	*Platanus x hispanica*	9	25	G	F	N	F-G		Surface roots
782	*Platanus x hispanica*	11.5	25	G	F	N	F-G		Old tag #4
783	*Platanus x hispanica*	8.5	25	G	F	N	F-G		Old tag #3
784	*Platanus x hispanica*	7.5	25	G	F	N	F-G		Old tag #2
785	*Platanus x hispanica*	8.5	15	P	G	N	P		Old tag #13, Internal decay, Headed
786	*Platanus x hispanica*	11	25	G	F	N	F-G		Old tag #5

Tag #	Species	DBH	Height	Structure	Health	Heritage Tree	Suitability for Retention	Heritage Tree Count	Notes
787	*Platanus x hispanica*	10	30	F	P	N	F		Old tag #14, Anthracnose

SBCA Tree Consulting
1534 Rose St. Crockett, Ca 94525
Phone (510) 787-3075
Fax (510) 787-3065

Fujiitrees CONSULTING
ART · SCIENCE · CRAFT

Walt Fujii, RCA®
Consulting Arborist
415.699.6269
24701 Broadmore Ave
Hayward, CA 94544
walt@fujiitrees.com
fujiitrees.com

ASCA Registered Consulting Arborist® No. 402
ISA Certified Arborist No. WE2257A
ISA-TRAQ Tree Risk Assessment Qualification
CA DPR Qualified Applicator Certificate No. 82521

ASCA AMERICAN SOCIETY of CONSULTING ARBORISTS

April 4, 2016

Mr. Kyle Perata
Associate Planner
The City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Re: Facebook Campus Expansion Project
Buildings 301 to 309
Heritage Tree Removal Permit Application

Dear Mr. Perata:

The Planning Division for the City of Menlo Park is currently reviewing the Facebook Campus Expansion Project. Those trees within the immediate vicinity of Buildings 301 to 309 will be impacted by the proposed improvements. Fujiitrees Consulting (FTC) was retained to review the Tree Disposition Plan submitted by the Applicant (Facebook). This plan is a supporting piece of the applicant's Heritage Tree Removal Permit Application.

Introduction

Pursuant to Chapter 13.24 – Heritage Trees of the Menlo Park Municipal Ordinance certain trees are regulated by the City. As used in this chapter "Heritage tree" is defined as:

1. A tree or group of trees of historical significance, special character or community benefit, specifically designated by resolution of the city council;

2. An oak tree (Quercus) which is native to California and has a trunk with a circumference of 31.4 inches (diameter of 10 ten inches) or more, measured at fifty –four (54) inches above natural grade. Trees with more than one trunk shall be measured at the point where the trunks divide, with the exception of trees that are under twelve (12) feet in height, which will be exempt from this section.

3. All trees other than oaks which have a trunk with a circumference of 47.1 inches (diameter of fifteen (15) inches) or more, measured fifty –four (54) inches above natural grade. Trees with more than one trunk shall be measured at the point where the trunks divide, with the exception of trees that are under twelve (12) feet in height which will be exempt from this section. (Ord. 928 s 1(part), 2004)

The proposed Facebook Campus Expansion Project will impact Heritage trees within the immediate vicinity of buildings 301 to 309 making the expansion plans subject to the Heritage Tree Ordinance.

Assignment

The following items are to be addressed by FTC:

1. Verify or challenge the stated condition of 770 trees proposed for removal that were assessed in the SBCA Arborist Report of December 21, 2015.

2. Of the 770 trees, 274 were categorized as Heritage trees per the city of Menlo Park. Non-Heritage trees appearing in the report are to be visually confirmed (or measured) that they do not meet the criteria for status as a Heritage tree. (See Introduction)

3. Identify those Heritage trees which may be considered suitable for preservation within the context of the renovated landscape.

Note: This peer review would be equivalent to the work typically conducted by the City Arborist for development projects.

Observations and Findings

On March 11th and March 15th of 2016, FTC visited the Facebook Campus located at 300 Constitution Drive in the City of Menlo Park, California. Using both the 21 page site plan set and Appendix 1 – Tree Survey Data chart of the SBCA Arborist Report provided by the City of Menlo Park, FTC was able to locate all but one of the subject trees for the purposes of this report. (Refer to Table 1 – Chart of Informational Findings.)

Construction operations were underway at various sites on the campus. Assistance from the Level 10 team allowed FTC to navigate through the active construction sites. Tree protection fencing was erected in a few areas that FTC reviewed. In one area FTC found tree protection fencing in need of repair. After notification, the Project Supervisor was quick to respond and correct the issue.

Tree Condition Ratings

The SBCA "Summary of Tree Species", page 2 of the report, accurately described the poor condition of the majority of subject trees. Condition issues included, disease, pests, incorrect pruning practices, drought, neglect and the use of tree species poorly suited for the setting. With few exceptions, FTC observed the subject trees to be in various states of disrepair.

FTC observed a number of trees to be lower in overall condition than the ratings determined by SBCA as recorded in Appendix 1 – Tree Survey Data chart. FTC and SBCA did not differ on the lower ratings for the subject trees.

Table 1 – Chart of Informational Findings summarizes occurrences FTC experienced during this site visit. In this Chart, three trees, a coast live oak (248) in fair condition and two olives (533 and 538) in fair to good condition were listed as possible candidates for relocation. That said, no action is required on any of the listed items.

Trees for Screening

Trees located along the property perimeter, specifically Chilco and the Bayfront Expressway were assessed as possible candidates for use as screening material.

Along Chilco between the main entrance and the Bayfront Expressway was a row of plane trees (*Platanus x hispanica).* Certainly most of these trees will serve very well as screening material.

Facing the Bayfront Expressway is a mix of pine *(P. radiata, P. halepensis)*, myoporum (*Myoporum laetum*) and eucalypts (*E. polyanthemos, E. conferruminata*). None of the trees were observed to be in overall good condition though a few could be considered in fair condition with the rest in overall poor condition. The taller trees were recently reduced in size and much of their foliage was removed. However if these tree were absent only the fence would remain to serve as a visual buffer between the site and the roadway.

Conclusions

With few exceptions the 770 subject trees, of which 274 are Heritage trees were victims of many, years of neglect, drought, pest, disease and poor tree species selection for the existing site conditions. Of the few exceptions, none were observed to be remarkable examples of their particular species.

Three trees, a coast live oak (248) in fair condition and two olives (533 and 538) in fair to good condition could be considered for possible relocation.

The SBCA report was consistent for the most part with the FTC findings.

It is the opinion of FTC that the tree removals are consistent with Section 13.24.040 Permits, specifically these items:

1) The condition of the tree or trees with respect to disease, danger of falling, proximity to existing or proposed structures and interferences with utility services;
   The subject trees were observed to be in overall general disrepair in terms of poor structure and low vigor.

2) the necessity to remove the tree or tree in order to construct proposed improvement to the property;
A design change would be necessary if a subject tree was observed to be so remarkable that an accommodating design is warranted. No such tree was observed within the prescribed area of disturbance.

3) The long-term value of the species under consideration, particularly lifespan and growth rate;
The pines in particular exhibited symptoms of severe decline. Site conditions with regard to neglect, drought, pest and disease have diminished the normal and useful life of the subject trees.

Recommendations

1. Based on the findings presented in this report, FTC recommends the approval of the Heritage Tree Removal Permit Application for the Facebook Campus Expansion Project.

2. Authorization is required from the City of Menlo Park prior to scheduling the removal of protected trees from the property. All federal, state and local environmental laws are to be strictly followed prior to and during tree removal operations. Other conditions may apply and it is the responsibility of the Owner to understand and comply with those conditions.

3. Preserving certain perimeter trees would provide a limited visual screen between the roadway and construction operations. The Project Arborist should select trees to be preserved for screening.

This concludes the FTC review of the Tree Disposition Plan, a supporting piece in the Heritage Tree Removal Permit Application. Submittal of this report completes the FTC assignment.

Kindly contact me with your questions.

Respectfully,

Walter Fujii, RCA®
Contract City Arborist

Attachments: Table 1 – Chart of Informational Findings
Appendix 1 – Tree Survey Data
Certificate of Performance
Terms and Conditions

Table 1 - Chart of Informational Findings (No action required)

TREE TAG	TREE SPECIES	Informational Findings
61	*Eucalyptus polyanthemos*	Found tree, no tag
231	*Pyrus caleryana*	Tree not found
248	*Quercus agrifolia*	Only Heritage oak in this phase. Rated good by SBCA. Rated fair by FTC. Possible consideration for relocation.
253	*Pyrus kawakamii*	Found tree, no tag
254	*Pryus kawakamii*	Found tree, no tag
456	*Olea europaea*	Found tree, no tag
533	*Olea europaea*	Possible consideration for relocation.
558	*Olea europaea*	Possible consideration for relocation.
561	*Olea europaea*	FTC reported a fractured stem to the Level 10 team.
606	*Eucalyptus conferruminata*	Found tree, no tag
722	Apparent lost tag	Tree tag was not listed on chart or site map.
1 - 33	Various	Enclosed in tree protection fencing. Trees were visually identified and located by use of chart and map.
137 - 193	Various	Enclosed in tree protection fencing. Trees were visually identified and located by use of chart and map.
208 - 212	Various	Enclosed in tree protection fencing. Trees were visually identified and located by use of chart and map.
644-680	*Leptospurnum laveigatum*	Dense hedge, not each tag was visible but trunk count was reasonable.

DRAFT – September 26, 2016

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING HERITAGE TREE REMOVAL PERMITS FOR THE PROPERTY LOCATED AT 301-309 CONSTITUTION DRIVE AND ALSO KNOWN AS ASSESSORS PARCEL NUMBER 055-260-250

WHEREAS, the City of Menlo Park ("City") received applications from Hibiscus Properties, LLC., ("Project Sponsor") for the removal of 274 heritage trees at the property located at 301-309 Constitution Drive as part of the Facebook Campus Expansion Project ("Project Site") as more particularly described and shown in "Exhibit A"; and

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

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

WHEREAS, the City Arborist reviewed the requested tree removals on March 11, 2016 and on March 15, 2016; and

WHEREAS, the City Arborist determined that majority of the 274 requested tree removals are in fair-to-good condition (149 trees) but are impeding the comprehensive redevelopment of the Project Site; and

WHEREAS, the City Arborist also determined that neglect, drought, pest, and disease have diminished the normal and useful life of the proposed heritage trees to be removed; and

WHEREAS, the City Arborist determined that a design change would be necessary if a subject tree was observed to be so remarkable that an accommodating design is warranted and no such tree was observed within the prescribed area of disturbance; and

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

WHEREAS, an environmental impact report was prepared for the Project that analyzed the proposed heritage tree removals and was certified by the City Council on October ___ , 2016, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on October ____, 2016 by Resolution No._____; and

WHEREAS, after notice having been lawfully given, a public meeting was scheduled and held before the Environmental Quality Commission of the City of Menlo Park on June 29, 2016 whereat all persons interested therein might appear and be heard; and

WHEREAS, the Environmental Quality Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted to recommend to the Planning Commission and City Council of the City of Menlo Park to approve the Heritage Tree Removal Permits for the 274 heritage trees, approve the requested replacement ratio of two-to-one for trees in fair to good condition and one-to-one for trees in poor condition, approve the minimum replacement tree box size of 24-inches, which exceeds the 15-gallon minimum requirement, and to explore the retention of as many trees as possible; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on September 26, 2016, whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the Heritage Tree Removal Permits for the 274 heritage trees, approve the requested replacement ratio of two-to-one for trees in fair to good condition and one-to-one for trees in poor condition, approve the minimum replacement tree box size of 24-inches, which exceeds the 15-gallon minimum requirement, and to explore the retention of as many trees as possible; and

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

WHEREAS, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the Heritage Tree Removal Permits, the requested replacement ratio of two-to-one for trees in fair to good condition and one-to-one for trees in poor condition, approve the minimum replacement tree box size of 24-inches, which exceeds the 15-gallon minimum requirement, and to explore the retention of as many trees as possible.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the Heritage Tree Removal Permits for the 274 heritage trees as identified in sheet L0.100 of the proposed plans and attached by this reference herein as Exhibit A.

I, Pamela Aguilar, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of _____, 2016, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this _____day of _____, 2016.

_____
Pamela Aguilar
City Clerk

EXHIBIT "A"
Legal Description

LOT LINE ADJUSTMENT
TE CONNECTIVITY
300, 301, 307 and 308 Constitution Drive, Menlo Park, CA

All that real property in the City of Menlo Park, County of San Mateo, California, described as follows:

BEING A PORTION of LOT 1, as said lot is described in that certain "NOTICE OF MERGER" filed for record on May 31, 2011 in Document No. 2011-060628, San Mateo County Records, more particularly described as follows:

BEGINNING at the intersection of the northwesterly corner of said LOT 1 with the southerly right-of-way line of HIGHWAY 84, as said right-of-way line is shown on Caltrans Right–of-Way Record Map R-105.2;

Thence along the northerly line of said LOT 1, the following three (3) courses:

1. South 64°50'10" East 11.22 feet;
2. South 81°12'00" East, 2500.00 feet;
3. North 89°21'50" East, 384.14 feet to the easterly line of said LOT 1;

Thence leaving said northerly line and along said easterly line South 04°51'40" East, 431.24 feet;

Thence leaving said easterly line, South 04°51'40" East, 51.62 feet;

Thence South 40°23'39" East, 97.46 feet;

Thence South 04°51'40" East, 20.94 feet to the southerly line of said LOT 1;

Thence along said southerly line, the following five (5) courses:

1. South 85°08'20" West, 1,326.06 feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 231.72 feet, from which point a radial line bears South 50°31'12" West;
2. Northwesterly and westerly along said curve to through a central angle of 53°54'38", an arc length of 218.03 feet:
3. South 85°08'20" West, 1,370.12 feet;
4. South 22°32'00" West, 42.84 feet to the beginning of a non-tangent curve concave to the northeast, having a radius of 335.00 feet, from which point a radial line bears North 02°53'18" West;

5. Northwesterly and northerly along said curve, through a central angle of 112°10'00", an arc length of 655.82 feet to the westerly line of said LOT 1;

Thence leaving said southerly line and along said westerly line the following ten (10) courses:

1. North 19°16'42" East, 388.09 feet to the beginning of a tangent curve concave to the southeast having a radius of 20.00 feet;
2. Along said curve through central angle of 93°36'25", an arc length of 32.67 feet;
3. South 67°06'53" East, 5.00 feet;
4. North 22°53'07" East, 30.00 feet;
5. South 67°06'53" East, 5.63 feet;
6. North 22°53'07" East, 30.00 feet;
7. North 67°06'53" West, 5.00 feet to the beginning of a tangent curve concave to the northeast, having a radius of 20.00 feet;
8. Along said curve through a central angle of 86°23'35", an arc length of 30.16 feet;
9. North 19°16'42" East, 238.47 feet;
10. North 22°32'00" East, 18.08 feet to the **POINT OF BEGINNING.**

Containing 58.308 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

For: BKF Engineers

By: _____
Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014

Date: 10-23-2012

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

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

DRAFT BELOW MARKET RATE HOUSING AGREEMENT

This Below Market Rate Housing Agreement ("Agreement") is made as of this ___ day of _____, 2016 by and between the City of Menlo Park, a California municipality ("City") and Hibiscus Properties, LLC, a Delaware limited liability company ("Applicant"), with respect to the following:

RECITALS

A. Applicant owns that certain real property located in the City of Menlo Park, County of San Mateo, State of California, consisting of approximately 58.3 acres, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, Assessor's Parcel Number: 055-260-250, and more commonly known as 301-309 Constitution Drive, Menlo Park, California ("Property").

B. The Property currently contains multiple buildings containing a combination of manufacturing, warehouse, and office spaces, comprising approximately 1,015,946 square feet of gross floor area. Building 23 (formerly 300 Constitution Drive), which is located on the Property, received use permit approval in December 2014 to convert the existing warehouse building to office uses and ancillary employee amenities. The City and Applicant entered into a building-specific Below Market Rate Housing Agreement upon use permit approval and therefore, Building 23 is not part of this Agreement. Therefore, for purposes of this Agreement the net existing square footage on the Property is 835,838 square feet (Buildings 301-309 Constitution Drive).

C. Applicant proposes to demolish the existing buildings on the Property, with the exception of Building 23, and redevelop the approximately 58 acre site with two office buildings totaling approximately 962,400 square feet and a 200 room hotel of approximately 174,800 square feet with associated parking ("Project").

D. Applicant is required to comply with Chapter 16.96 of City's Municipal Code ("BMR Ordinance") and with the Below Market Rate Housing Program Guidelines ("Guidelines") adopted by the City Council to implement the BMR Ordinance. In order for the City to process the application, the BMR Ordinance requires

Applicant to submit a Below Market Rate Housing Agreement. This Agreement is intended to satisfy that requirement. Approval of a Below Market Rate Housing Agreement is a condition precedent to the approval of the applications and the issuance of a building permit for the Project.

E. Residential use of the Property is not allowed by the applicable zoning regulations. Applicant does not own or have any rights with respect to any sites in the City that are currently available and feasible for construction of sufficient below market rate residential housing units to satisfy the requirements of the BMR Ordinance. Applicant owns additional property in the City of Menlo Park; however, that property is not currently zoned for residential use. The ConnectMenlo General Plan and M-2 Area Zoning Ordinance Update ("ConnectMenlo") process is pending and considers rezoning Applicant's other property to allow residential use. However, ConnectMenlo is currently pending and not approved. Approval of ConnectMenlo and the rezoning of Applicant's other property is not guaranteed. Applicant is exploring opportunities to maximize delivery off-site units. Therefore, the City has found that the Agreement should allow for the flexibility for Applicant to explore the provision of off-site units to meet its obligation, pay the applicable in-lieu fee, or a combination thereof.

F. Applicant is required to pay an in lieu fee and/or deliver off-site units as provided for in this Agreement. Applicant is willing to pay the in lieu fee and/or deliver off-site units on the terms set forth in this Agreement, which the City has found are consistent with the BMR Ordinance and Guidelines.

NOW, THEREFORE, the parties agree as follows:

1. Applicant shall satisfy its obligations under the BMR Ordinance and Guidelines ("Applicant's BMR Obligations") by either (a) paying the in lieu fee, (b) delivering off-site units, or (c) paying a portion of the in lieu fee and delivering off-site units. If the applicant pays the in-lieu fee without providing any units, the estimated fee is $6,534,438.95. The equivalent unit count for the Project is 20 units. For each unit that is provided by the Applicant, the applicable fee would be reduced by five (5) percent. Twenty units would completely satisfy Applicant's obligation and therefore, no additional payment to the City would be required. Notwithstanding, the Applicant agrees to take reasonable steps to maximize the production of units that can be built with the in lieu fee.

   The applicable in lieu fee is that which is in effect on the date the payment is made. Payment shall be made for each phase within 30 days of the Outside Delivery Date, as identified in paragraph 3. The project includes three buildings (two office and hotel) that would be developed in phases. Therefore, the applicable in-lieu fee or equivalent units would be phased accordingly. The in lieu fee will be calculated as set forth in the tables below; however, the applicable fee for the Project will be based upon the amount of square footage within Group A and Group B at the time of payment, the applicable fee that is in effect, and the number of units provided by Applicant. The estimated in-lieu fee

and required units, based on Fiscal Year 2016-2017 in-lieu fees, per each individual building are outlined below:

BMR In Lieu Fee and Equivalent Units Calculation (Building 21)			
	Fee per square foot	Square feet	Component fees
Existing Building – Office and R&D	$16.15	133,144	($2,150,275.60)
Existing Building - Non-Office	$8.76	191,007	$(1,673,221.30)
Proposed Building - Office	$16.15	512,900	$8,283,335
Proposed Building - Non-Office	$8.76	0	$0
BMR In-Lieu Fee Option (Unit Equivalent)			**$4,459,838.10 (13 units)**

BMR In Lieu Fee and Equivalent Units Calculation (Building 22)			
	Fee per square foot	Square feet	Component fees
Existing Building – Office and R&D	$16.15	302,289	($4,881,967.30)
Existing Building - Non-Office	$8.76	209,428	$(1,834,589.20)
Proposed Building - Office	$16.15	449,500	$7,259,425
Proposed Building - Non-Office	$8.76	0	$0
BMR In-Lieu Fee Option (Unit Equivalent)			**$542,868.50 (2 units)**

BMR In Lieu Fee and Equivalent Units Calculation (Hotel)			
	Fee per square foot	Square feet	Component fees
Existing Building – Office and R&D	$16.15	0	($0)
Existing Building - Non-Office	$8.76	0	$(0)
Proposed Building - Office	$16.15	0	$0
Proposed Building - Non-Office	$8.76	174,800	$1,531248
BMR In-Lieu Fee Option (Unit			**$1,531,248 (5 units)**

Equivalent)

BMR In Lieu Fee and Equivalent Units (Total Project)	
	Component fees
Total In-Lieu Fee	**$6,534,438.95**
Total Equivalent Units	**20 Units**

2. Nothing in this Agreement shall obligate Applicant to proceed with the Project. Applicant will not be obligated to pay the in lieu fee or deliver off-site units before the City issues a building permit for the Project. Instead, the Applicant will satisfy the obligations under the BMR Ordinance and Guidelines as set forth in Paragraph 3 below.

3. Within two years of the date the City issues the first building permit for each building ("Outside Delivery Date"), Applicant shall have the right (but not the obligation) to deliver off-site units that meet the requirements of the BMR Ordinance and Guidelines to satisfy, in whole or in part, Applicant's BMR Obligations. Each off-site unit delivered by Applicant would reduce the Applicant's in-lieu fee obligation to the City by five percent. If Applicant delivers off-site units that satisfy Applicant's BMR Obligations for the specific phase prior to the Outside Delivery Date, it will have no further payment or delivery obligations for that phase of this Agreement. Units delivered above and beyond the minimum requirement for a specific phase would be credited towards Applicant's future obligations in a later phase of the development. If a partial number of required units are provided, the Applicant would pay the per unit equivalent fee for the remaining BMR Obligation for that phase. If Applicant does not deliver off-site units sufficient to satisfy Applicant's BMR Obligations prior to the Outside Delivery Date, then, within 30 days of the Outside Delivery Date, Applicant must pay the City the BMR in-lieu fee for that phase adjusted annually or the appropriate fee based on the number of units provided.

   For purposes of clarification, (a) rental units that are maintained as BMR units in accordance with the City's BMR Guidelines for at least 55 years satisfy the BMR Ordinance and Guidelines and (b) Applicant may deliver off-site units by directly developing a residential project or having a third party deliver or agree to deliver BMR units to the City on Applicant's behalf, provided any units delivered by a third party on Applicant's behalf shall be additional BMR units for such project and shall not count toward the BMR requirement and/or any density bonus calculation for such project where the BMR units are provided.

4. Any off-site BMR units shall be restricted to Low Income Households, which shall mean those households with incomes that do not exceed eighty percent

(80%) of San Mateo County median income, adjusted for family size, as established and amended from time to time by the United States Department of Housing and Urban Development.

5. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns. Each party may assign this Agreement, subject to the reasonable consent of the other party, and the assignment must be in writing.

6. If any legal action is commenced to interpret or enforce this Agreement or to collect damages as a result of any breach of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred in such action from the other party.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the venue for any action shall be the County of San Mateo.

8. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by all of the parties hereto.

9. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof.

10. Any and all obligations or responsibilities of the Applicant under this Agreement shall terminate upon the payment of the required fee.

11. To the extent there is any conflict between the terms and provisions of the Guidelines and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

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

CITY OF MENLO PARK	Hibiscus Properties, LLC
By: _____	By: _____
City Manager	Its:

[Notarial Acknowledgements to be added for recording purposes]

EXHIBIT "A"
Legal Description

LOT LINE ADJUSTMENT
TE CONNECTIVITY
300, 301, 307 and 308 Constitution Drive, Menlo Park, CA

All that real property in the City of Menlo Park, County of San Mateo, California, described as follows:

BEING A PORTION of LOT 1, as said lot is described in that certain "NOTICE OF MERGER" filed for record on May 31, 2011 in Document No. 2011-060628, San Mateo County Records, more particularly described as follows:

BEGINNING at the intersection of the northwesterly corner of said LOT 1 with the southerly right-of-way line of HIGHWAY 84, as said right-of-way line is shown on Caltrans Right–of-Way Record Map R-105.2;

Thence along the northerly line of said LOT 1, the following three (3) courses:

1. South 64°50'10" East 11.22 feet;
2. South 81°12'00" East, 2500.00 feet;
3. North 89°21'50" East, 384.14 feet to the easterly line of said LOT 1;

Thence leaving said northerly line and along said easterly line South 04°51'40" East, 431.24 feet;

Thence leaving said easterly line, South 04°51'40" East, 51.62 feet;

Thence South 40°23'39" East, 97.46 feet;

Thence South 04°51'40" East, 20.94 feet to the southerly line of said LOT 1;

Thence along said southerly line, the following five (5) courses:

1. South 85°08'20" West, 1,326.06 feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 231.72 feet, from which point a radial line bears South 50°31'12" West;
2. Northwesterly and westerly along said curve to through a central angle of 53°54'38", an arc length of 218.03 feet:
3. South 85°08'20" West, 1,370.12 feet;
4. South 22°32'00" West, 42.84 feet to the beginning of a non-tangent curve concave to the northeast, having a radius of 335.00 feet, from which point a radial line bears North 02°53'18" West;

5. Northwesterly and northerly along said curve, through a central angle of 112°10'00", an arc length of 655.82 feet to the westerly line of said LOT 1;

Thence leaving said southerly line and along said westerly line the following ten (10) courses:

1. North 19°16'42" East, 388.09 feet to the beginning of a tangent curve concave to the southeast having a radius of 20.00 feet;
2. Along said curve through central angle of 93°36'25", an arc length of 32.67 feet;
3. South 67°06'53" East, 5.00 feet;
4. North 22°53'07" East, 30.00 feet;
5. South 67°06'53" East, 5.63 feet;
6. North 22°53'07" East, 30.00 feet;
7. North 67°06'53" West, 5.00 feet to the beginning of a tangent curve concave to the northeast, having a radius of 20.00 feet;
8. Along said curve through a central angle of 86°23'35", an arc length of 30.16 feet;
9. North 19°16'42" East, 238.47 feet;
10. North 22°32'00" East, 18.08 feet to the **POINT OF BEGINNING.**

Containing 58.308 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

For: BKF Engineers

By: _____
Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014

Date: 10-23-2012

K:\Sur10\100166.10 Facebook\MAIN\LEGALS\LLA TE CONNECTIVITY.doc

DRAFT – September 26, 2016

RESOLUTION NO.____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE BELOW MARKET RATE HOUSING AGREEMENT BETWEEN THE CITY OF MENLO PARK AND HIBISCUS PROPERTIES, LLC

WHEREAS, the City of Menlo Park ("City") received an application from Hibiscus Properties, LLC ("Developer"), to redevelop an approximate 58-acre site (301-309 Constitution Drive) with approximately 962,400 square feet of office uses, including ancillary employee amenities, and a 200-room hotel of approximately 174,800 square feet; and

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

WHEREAS, an environmental impact report was prepared for the project and certified by the City Council on October ___ , 2016, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on October ____, 2016 by Resolution No._____; and

WHEREAS, the Developer and the City desire flexibility to allow for the provision of off-site units instead of payment of an in-lieu fee and the Below Market Rate Housing Agreement (BMR Agreement) has been structured accordingly; and

WHEREAS, after notice having been lawfully given, a public meeting was scheduled and held before the Housing Commission of the City of Menlo Park on June 29, 2016 to review the draft BMR Agreement term sheet whereat all persons interested therein might appear and be heard; and

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

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on September 26, 2016 whereat all persons interested therein might appear and be heard; and

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

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on October __, 2016 whereat all persons interested therein might appear and be heard.

WHEREAS, on October ___, 2016 the City Council of the City of Menlo Park ("City") has read and considered that certain Below Market Rate Housing Agreement ("BMR Agreement") between the City and Hibiscus Properties, LLC ("Developer") that satisfies the requirement that Developer comply with Chapter 16.96 of the City's Municipal Code and with the Below Market Rate Housing Program Guidelines.

NOW, THEREFORE**,** the City Council of the City does RESOLVE as follows:

1. Public interest and convenience require the City to enter into the Agreement described above.

2. The City of Menlo Park hereby approves the Agreement and the City Manager is hereby authorized on behalf of the City to execute the Agreement.

I, Pamela Aguilar, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of_____, 2016, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this _____day of _____, 2016.

_____
Pamela Aguilar, MMC
City Clerk

DRAFT – September 26, 2016

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF MENLO PARK REZONING PROPERTIES LOCATED AT 300-309 CONSTITUTION DRIVE AND 1 FACEBOOK WAY, BUILDING 20

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

SECTION 1. The zoning map of the City of Menlo Park is hereby amended such that certain real properties with the addresses of 300-309 Constitution Drive (Assessor's Parcel Number 055-260-250*)* and 1 Facebook Way, Building 20 (055-260-290) are rezoned to the M-2(X) (General Industrial, Conditional Development) district as more particularly described and shown in Exhibit "A."

SECTION 2. 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.

SECTION 3. An environmental impact report was prepared for the project and certified by the City Council on October ___ , 2016, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on October ____, 2016 by Resolution No._____.

INTRODUCED on the __ day of October, 2016.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the __ day of October, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Richard Cline
Mayor, City of Menlo Park

ATTEST:

_____

Pamela Aguilar
City Clerk

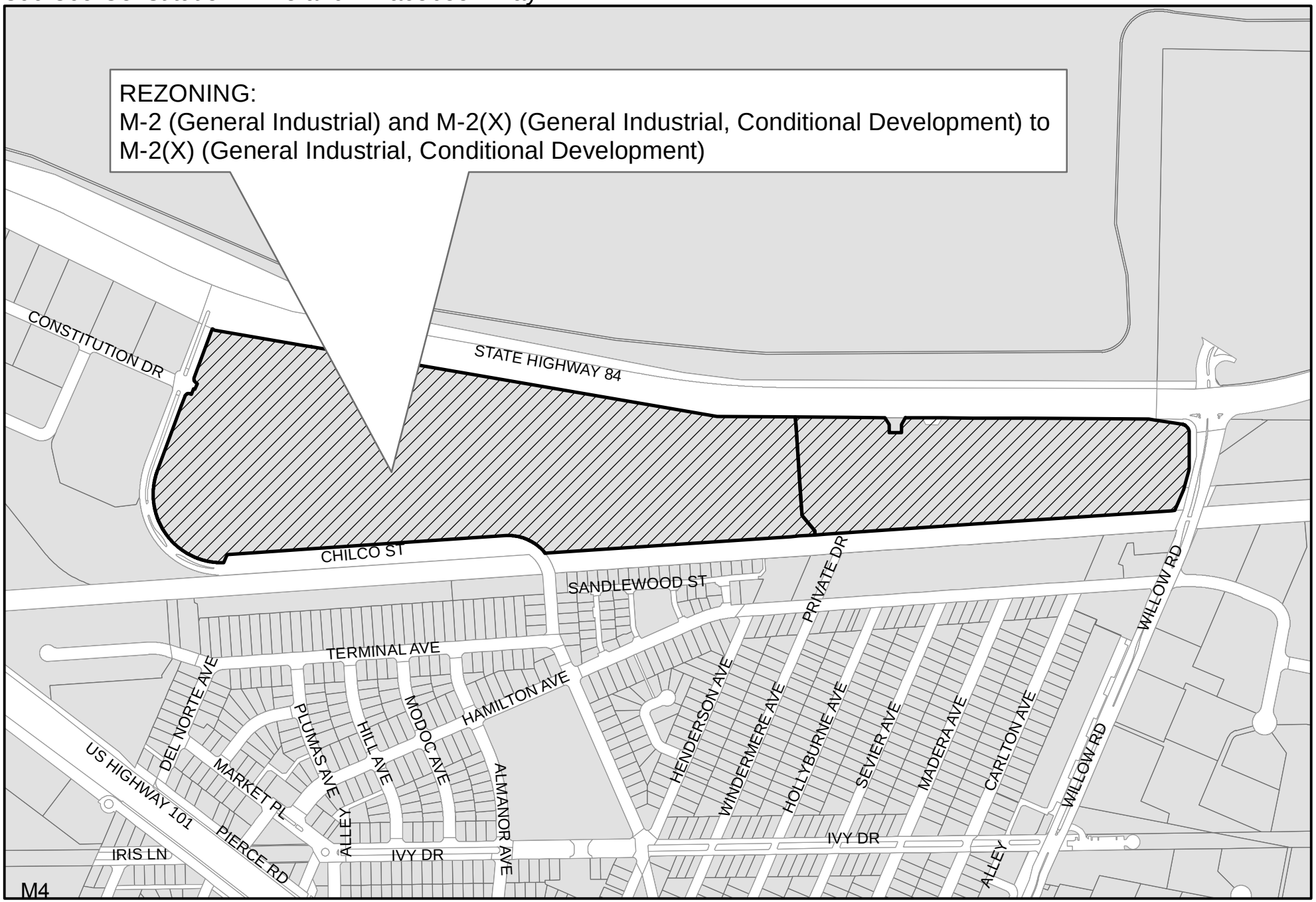
Exhibit A

Rezoning – 300-309 Constitution Drive and 1 Facebook Way, Building 20

CITY OF MENLO PARK

FACEBOOK CAMPUS EXPANSION PROJECT

300-309 Constitution Drive and 1 Facebook Way



***DRAFT* - September 26, 2016**

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF MENLO PARK, AMENDING CHAPTER 16.46, M-2 (GENERAL INDUSTRIAL) ZONING DISTRICT OF THE MENLO PARK MUNICIPAL CODE

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 desires to amend Chapter 16.46 [M-2 Zoning District] to implement Policy I-E-2 of the General Plan to conditionally permit hotels in the industrial zoning district.

B. The Planning Commission held a duly noticed public hearing on September 26, 2016 to review and consider the proposed amendment to Chapter 16.46 of Title 16 of the Menlo Park Municipal Code, whereat all interested persons had the opportunity to appear and comment.

C. The City Council held a duly noticed public hearing on October ____, 2016 to review and consider the proposed amendment to Chapter 16.46 of Title 16 of the Menlo Park Municipal Code, whereat all interested persons had the opportunity to appear and comment.

D. After due consideration of the proposed amendment to Title 16, public comments, the Planning Commission recommendation, the City's General Plan, and the staff report, the City Council finds that the proposed amendment to Title 16 is consistent with the General Plan and is appropriate.

SECTION 2. An environmental impact report that analyzed the amendment to the Zoning Ordinance was prepared for the project and certified by the City Council on October ___ , 2016, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on October ____, 2016 by Resolution No._____; and

SECTION 3. The following section of Title 16, Zoning, Chapter 16.46, *General Industrial*, of the Menlo Park Municipal Code is hereby amended to add <u>hotels, including ancillary facilities, to conditional uses and</u> to read as follows:

16.20.020 Conditional Uses. Conditional uses allowed in the M-2 district, subject to obtaining a use permit, are as follows:

(1) All of the uses listed in Section 16.46.010 of this chapter, for which new construction or structural alterations are required, except for the structural alterations permitted therein;

(2) Activities similar to those listed in Section 16.46.010 of this chapter, but involving the use of hazardous material, provided there are adequate safeguards therefor;
(3) Cafes, intended to serve the employees of the immediate area;
(4) Convenience stores to serve the employees of the immediate area and limited to hours of operation between the hours of seven (7) a.m. and seven (7) p.m., Monday through Saturday;
(5) Personal services such as barber, beauty, launderette, dry cleaning and shoe repair meant to serve the employees of the immediate area and limited to hours of operation between seven (7) a.m. and seven (7) p.m., Monday through Saturday;
(6) Day care facilities to serve the employees of the immediate area;
(7) Public utilities in accordance with Chapter 16.76 of this title;
(8) Hotels, including ancillary facilities;
(9) Special uses in accordance with Chapter 16.78 of this title.

INTRODUCED on the __ day of _____, 2016.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of the City Council of the City of Menlo Park on the __ day of _____, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Richard Cline
Mayor, City of Menlo Park

ATTEST:

_____
Pamela Aguilar, CMC
City Clerk

EXHIBIT 'A'
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT

ADJUSTED PARCEL 1
REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL IS DESCRIBED IN THAT CERTAIN CERTAIN LOT LINE ADJUSTMENT NO. 12-01, RECORDED JANUARY 11, 2013, AS INSTRUMENT NO. 2013-006489, OFFICIAL RECORDS OF SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 1, SAID CORNER BEING A POINT ON THE SOUTHERLY RIGHT OF WAY OF ROUTE 84 (BAYFRONT EXPRESSWAY), AS SAID ROUTE IS SHOWN ON THAT CERTAIN CALTRANS RIGHT OF WAY MAP FOR ROUTE 84 IN THE COUNTY OF SAN MATEO ON SHEETS R-105.2 THROUGH R-105.4;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, SOUTH 64° 50' 10" EAST, 11.22 FEET;

THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 81° 12' 00" EAST, 367.60 FEET;

THENCE SOUTH 22° 56' 17" WEST, 393.03 FEET;

THENCE NORTH 54° 23' 26" WEST, 198.82 FEET;

THENCE NORTH 65° 36' 59" WEST, 158.40 FEET TO A POINT ON WESTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID WESTERLY LINE, NORTH 19° 16' 42" EAST, 238.47 FEET;

THENCE CONTINUING ALONG SAID WESTERLY LINE, NORTH 22° 32' 00" EAST, 18.08 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2.60 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/17

9/19/16
DATE

LICENSED LAND SURVEYOR
RICHARD J. HICKENBOTTOM
8654
Exp. 12/31/17
STATE OF CALIFORNIA

EXHIBIT 'A'
LEGAL DESCRIPTION
LOT LINE ADJUSTMENT

ADJUSTED PARCEL 2
REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1, AS SAID PARCEL 1 IS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 12-01, RECORDED JANUARY 11, 2013 AS INSTRUMENT NO. 2013-006489, AND ALL OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT NO. 13-01, RECORDED MAY 2, 2013 AS INSTRUMENT NO. 2013-066476, OFFICIAL RECORDS OF SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID PARCEL A, SAID CORNER BEING A POINT ON THE NORTHERLY LINE OF THE 100 FOOT WIDE SOUTHERN PACIFIC RAILROAD DUMBARTON CUT OFF RIGHT OF WAY;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCEL A AND SAID PARCEL 1, SOUTH 85° 08' 20" WEST, 3093.09 FEET;

THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PARCEL 1 THE FOLLOWING TWELVE (12) COURSES:

1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 50° 31' 12" WEST, HAVING A RADIUS OF 231.72 FEET, THROUGH A CENTRAL ANGLE OF 53° 54' 38" FOR AN ARC LENGTH OF 218.03 FEET,

2) SOUTH 85° 08' 20" WEST, 1370.12 FEET,

3) SOUTH 22° 32' 00" WEST, 42.84 FEET,

4) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 02° 53' 18" WEST, HAVING A RADIUS OF 335.00 FEET, THROUGH A CENTRAL ANGLE OF 112° 10' 00" FOR AN ARC LENGTH OF 655.82 FEET,

5) NORTH 19° 16' 42" EAST, 388.09 FEET,

6) ALONG THE ARC OF A CURVE THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 93° 36' 25" FOR AN ARC LENGTH OF 32.67 FEET,

7) SOUTH 67° 06' 53" EAST, 5.00 FEET,

8) NORTH 22° 53' 07" EAST, 30.00 FEET,

9) SOUTH 67° 06' 53" EAST, 5.63 FEET,

10) NORTH 22° 53' 07" EAST, 30.00 FEET,

11) NORTH 67° 06' 53" WEST, 5.00 FEET, AND

12) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 86° 23' 35" FOR AN ARC LENGTH OF 30.16 FEET;

THENCE SOUTH 65° 36' 59" EAST, 158.40 FEET;

THENCE SOUTH 54° 23' 26" EAST, 198.82 FEET;

THENCE NORTH 22° 56' 17" EAST, 393.03 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PARCEL 1;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, SOUTH 81° 12' 00" EAST, 2132.40 FEET;

THENCE ALONG THE NORTHERLY LINES OF SAID PARCEL 1 AND SAID PARCEL A, NORTH 89° 21' 50" EAST, 823.77 FEET TO THE NORTHWEST CORNER OF PARCEL B, AS SAID PARCEL IS DESCRIBED IN SAID LOT LINE ADJUSTMENT NO. 13-01 (2013-066476);

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID PARCEL A THE FOLLOWING FIFTEEN (15) COURSES:

1) SOUTH 31° 06' 06" EAST, 39.45 FEET,

2) SOUTH 0° 38' 10" EAST, 40.00 FEET,

3) NORTH 89° 21' 50" EAST, 60.00 FEET,

4) NORTH 0° 38' 10" WEST, 40.00 FEET

5) NORTH 29° 49' 46" EAST, 39.45 FEET,

6) NORTH 89° 21' 50" EAST, 79.91 FEET,

7) SOUTH 31° 06' 06" EAST, 39.45 FEET,

8) NORTH 89° 21' 50" EAST, 60.00 FEET,

9) NORTH 29° 49' 46" EAST, 39.45 FEET,

10) NORTH 89° 21' 50" EAST, 1012.83 FEET,

11) SOUTH 82° 24' 08" EAST, 162.24 FEET,

12) ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 81° 18' 03" FOR AN ARC LENGTH OF 63.85 FEET,

13) SOUTH 01° 06' 05" EAST, 171.90 FEET,

14) SOUTH 14° 09' 17" WEST, 107.79 FEET, AND

15) SOUTH 22° 13' 35" WEST, 112.49 FEET TO THE **POINT OF BEGINNING**.

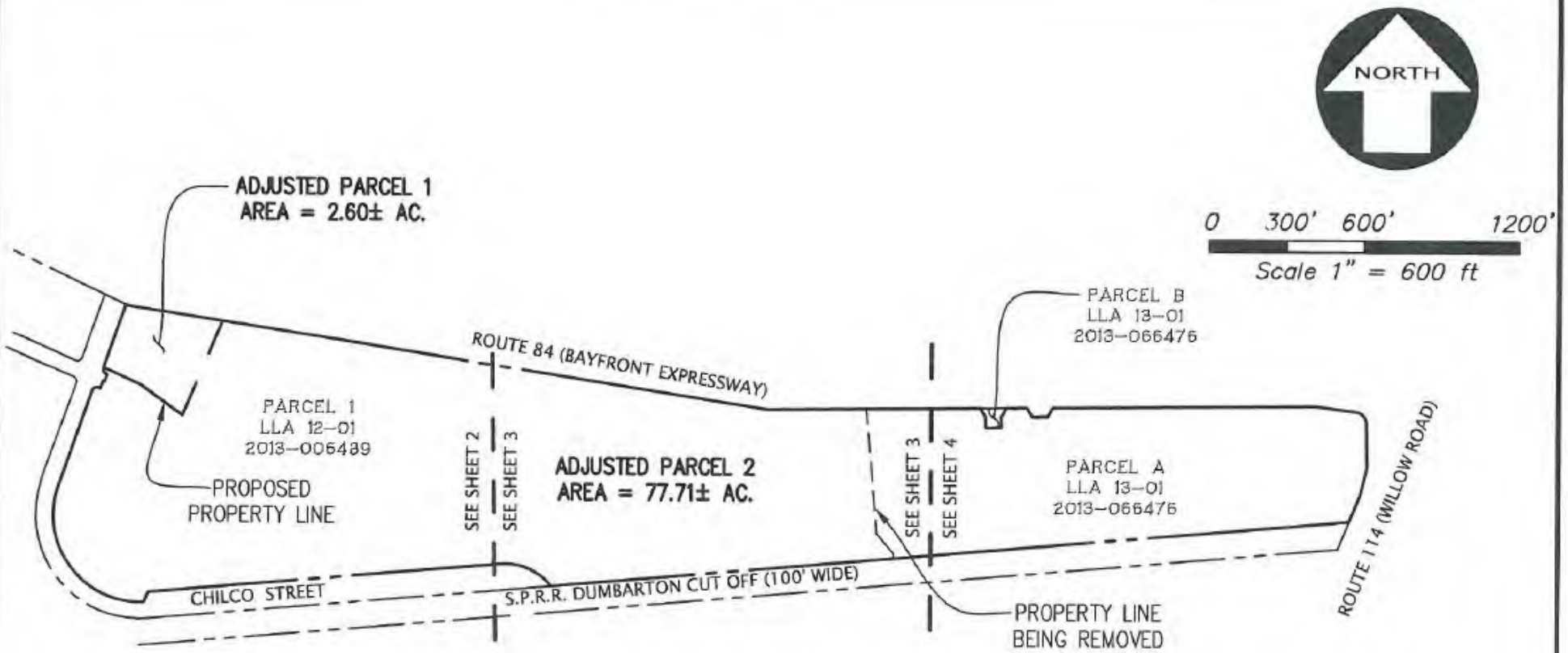
CONTAINING 77.71 ACRES OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART HEREOF.

KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.

RICHARD J. HICKENBOTTOM, LS 8654
LICENSE EXPIRES: 12/31/17

9/19/16
DATE



LICENSED LAND SURVEYOR
RICHARD JAMES HICKENBOTTOM
No. 8654
12/31/17
STATE OF CALIFORNIA

9/19/16

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

MENLO PARK, CALIFORNIA

DATE	SEPTEMBER, 2016
SCALE	1" = 600'
BY	RJH
JOB NO.	A15571-10
SHEET	1 OF 4

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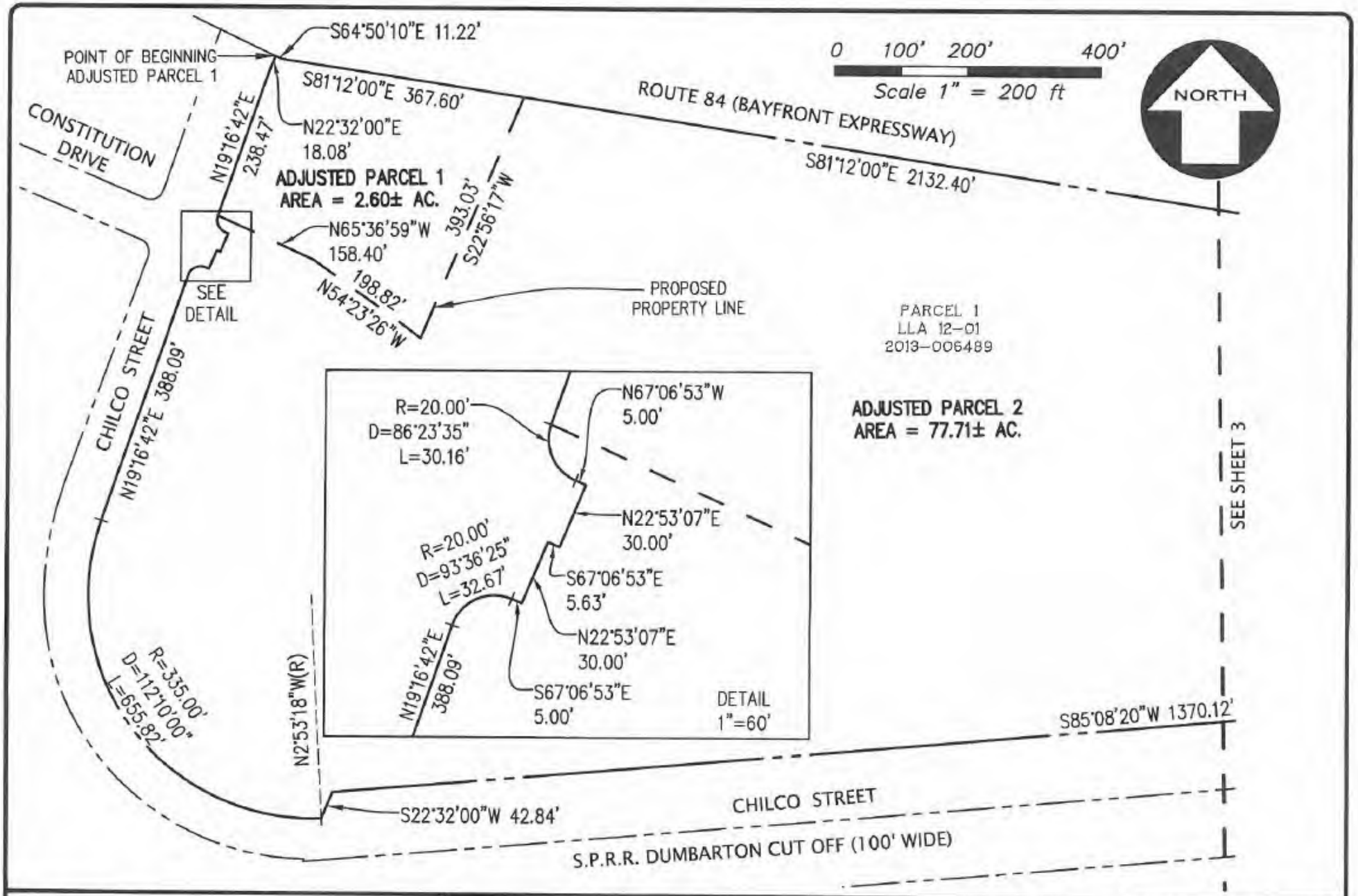

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
Phone (925) 245-8788
Fax (925) 245-8796

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

MENLO PARK, CALIFORNIA

DATE	SEPTEMBER, 2016
SCALE	1" = 200'
BY	RJH
JOB NO.	A15571-10
SHEET	2 OF 4

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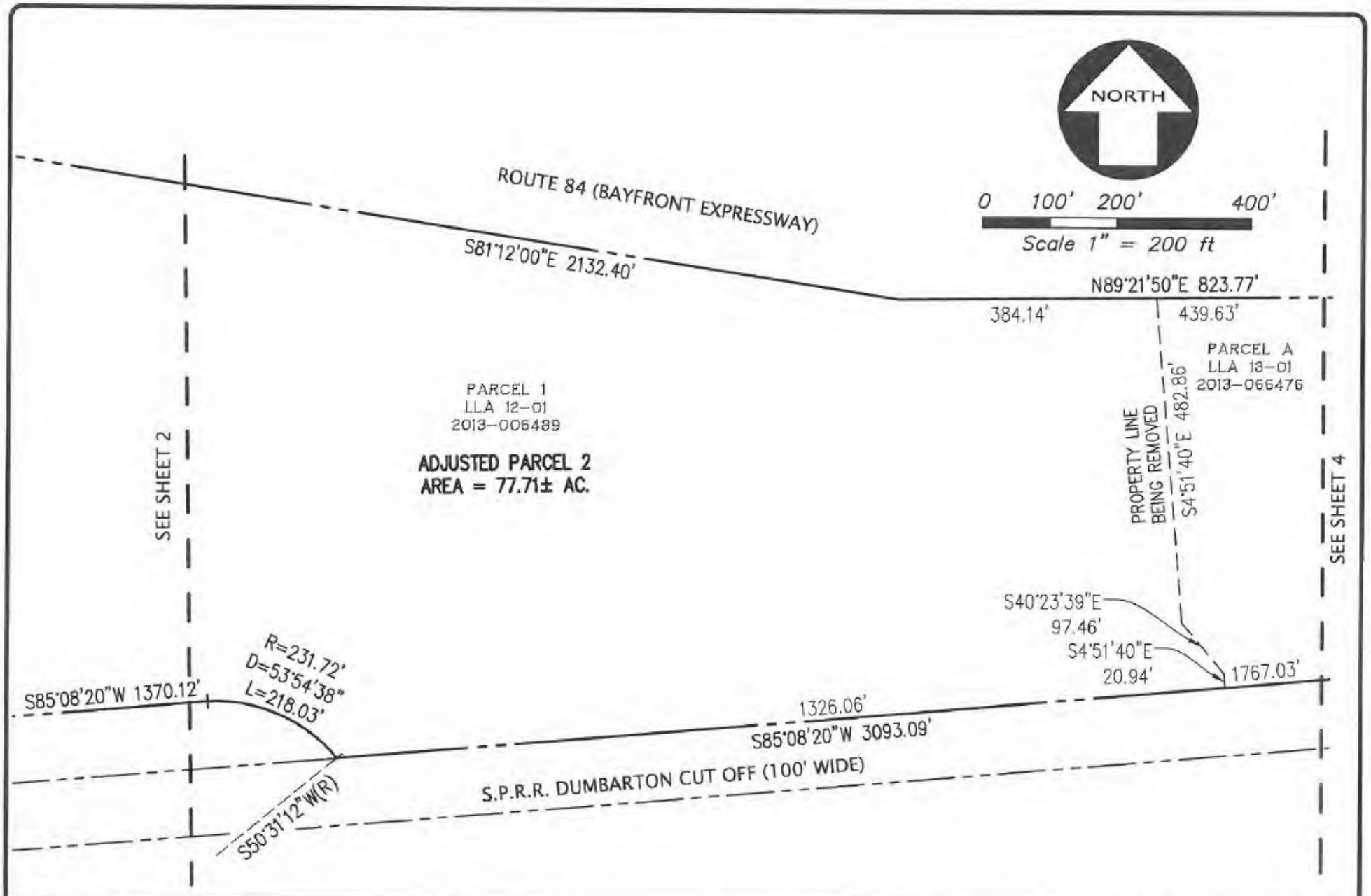

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road Phone (925) 245-8788
Livermore, California 94551 Fax (925) 245-8796

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

MENLO PARK, CALIFORNIA

DATE	SEPTEMBER, 2016
SCALE	1" = 200'
BY	RJH
JOB NO.	A15571-10
SHEET	3 OF 4

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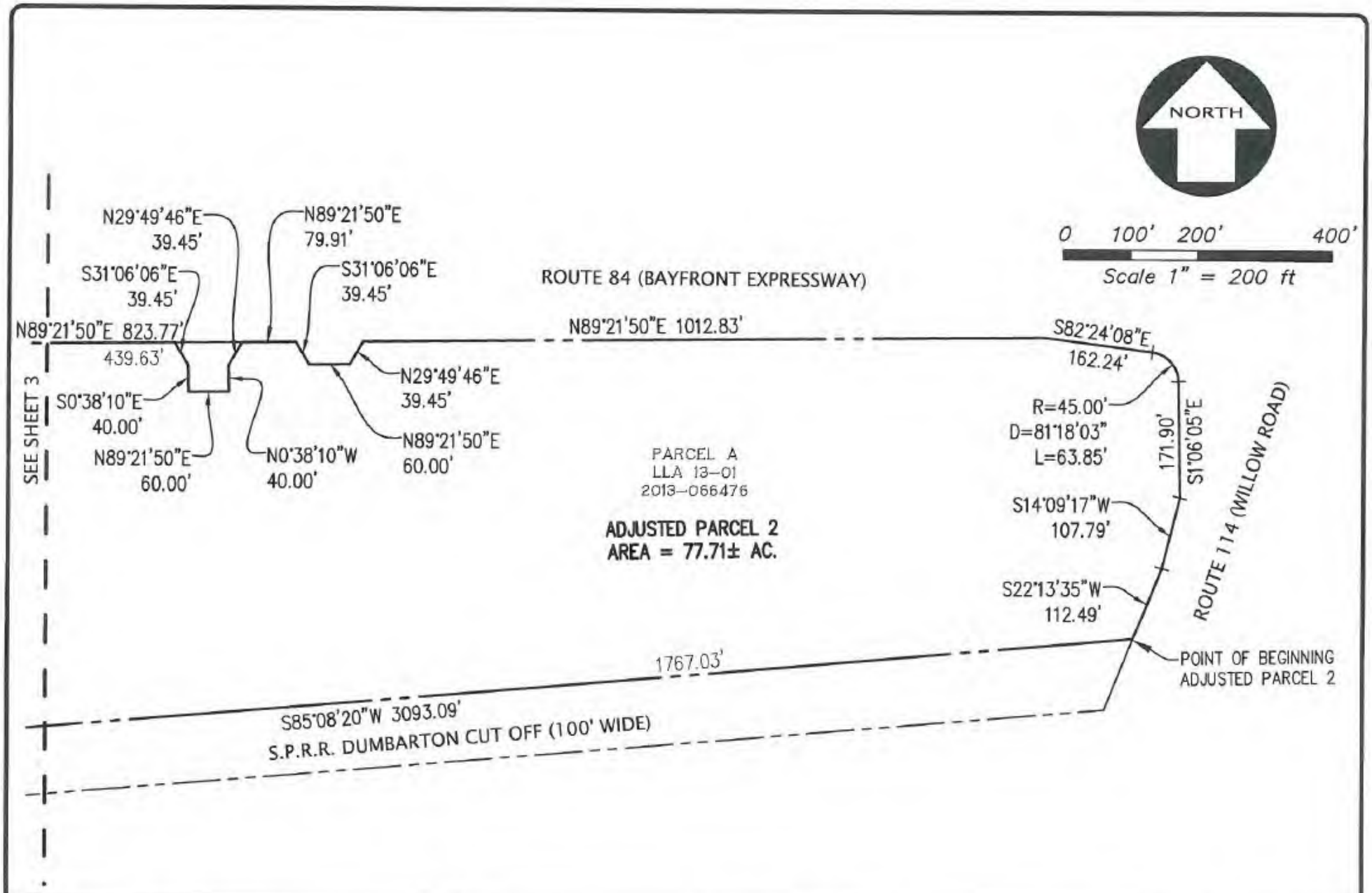

KIER & WRIGHT
CIVIL ENGINEERS & SURVEYORS, INC.
2850 Collier Canyon Road
Livermore, California 94551
Phone (925) 245-8788
Fax (925) 245-8796

EXHIBIT "B"
PLAT TO ACCOMPANY LEGAL DESCRIPTION

MENLO PARK, CALIFORNIA

DATE	SEPTEMBER, 2016
SCALE	1" = 200'
BY	RJH
JOB NO.	A15571-10
SHEET	4 OF 4

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DRAFT – September 26, 2016

RESOLUTION NO.____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE LOT LINE ADJUSTMENT BETWEEN PARCELS 055-250-260 (300-309 CONSTITUTION DRIVE) AND 055-250-290 (1 FACEBOOK WAY)

WHEREAS, the City of Menlo Park ("City") received an application from Hibiscus Properties, LLC ("Applicant"), to redevelop an approximate 58-acre site (301-309 Constitution Drive) with approximately 962,400 square feet of office uses, including ancillary employee amenities, and a 200-room hotel of approximately 174,800 square feet; and

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

WHEREAS, an environmental impact report was prepared for the project and certified by the City Council on October ___ , 2016, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on October ____, 2016 by Resolution No._____; and

WHEREAS, the proposed Building 21 would be connected to existing Building 20; and

WHEREAS, to accommodate the proposed connection between the two buildings, the lot line between parcels 055-250-260 (300-309 Constitution Drive) and 055-250-290 (1 Facebook Way) is required to be relocated; and

WHEREAS, the applicant proposes to reduce the size of parcel 055-250-260 (300-309 Constitution Drive) and relocate said parcel to the northwest corner of the project site to accommodate the hotel as described in Exhibit A *(See Attachment O of the Staff Report)*; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on September 26, 2016 whereat all persons interested therein might appear and be heard; and

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

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on October __, 2016 whereat all persons interested therein might appear and be heard.

WHEREAS, on October ___, 2016 the City Council of the City of Menlo Park ("City") has reviewed and considered that certain Lot Line Adjustment and determined that the proposal complies with the Zoning Ordinance and Subdivision Ordinance.

NOW, THEREFORE**,** the City Council of the City does RESOLVE as follows:

2. The City of Menlo Park hereby approves the Lot Line Adjustment between parcel 055-250-260 (300-309 Constitution Drive) and 055-250-290 (1 Facebook Way).

I, Pamela Aguilar, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of_____, 2016, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this _____day of _____, 2016.

_____
Pamela Aguilar, MMC
City Clerk

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

DRAFT (9/21/2016)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

(301-309 CONSTITUTION DRIVE, MENLO PARK, CA
[APNs _____])

BY AND BETWEEN

CITY OF MENLO PARK,
A CALIFORNIA MUNICIPAL CORPORATION

AND

HIBISCUS PROPERTIES, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

SEPARATE PAGE, PURSUANT TO GOVT. CODE 27361.6

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2016, by and between the City of Menlo Park, a municipal corporation of the State of California ("City") and Hibiscus Properties LLC, a Delaware limited liability company ("Facebook"), pursuant to the authority of California Government Code Sections 65864-65869.5 and City Resolution No. 4159.

RECITALS

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

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 6586465869.5 authorizing the City to enter into development agreements in connection with the development of real property within its jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property which is the subject of such development agreements.

B. As authorized by Government Code Section 65865(c), the City has adopted Resolution No. 4159 establishing the procedures and requirements for the consideration of development agreements within the City.

C. Facebook owns those certain parcels of real property collectively and commonly known as 301 thru 309 Constitution Drive in the City of Menlo Park, California ("Property") as shown on Exhibit A attached hereto and being more particularly described in Exhibit B attached hereto.

D. Facebook intends to develop the Project (as defined in this Agreement) on the Property in accordance with the Project Approvals and any other Approvals.

E. Facebook (and/or its affiliates) intends to occupy the Property in accordance with the Project Approvals and any other Approvals (as such terms are defined in this Agreement), with the exception of the proposed Hotel which Facebook anticipates may be constructed and operated by a third-party.

F. The City examined the environmental effects of the Project in an Environmental Impact Report ("EIR") prepared pursuant to the California Environmental Quality Act ("CEQA"). On October __, 2016, the City Council reviewed and certified the EIR.

G. The City has determined that the Project is a development for which a development agreement is appropriate. The City and Facebook each acknowledge that the development and construction of the Project is a large-scale undertaking involving major investments by Facebook, and assurances that the Project can be developed and used in accordance with the terms and conditions set forth in this Agreement and in the Project Approvals governing development of the Project will benefit both Facebook and City. A development agreement will eliminate uncertainty in the City's land use planning for, and secure

orderly development of, the Project and otherwise achieve the goals and purposes for which Resolution No. 4159 was enacted by City. The Project will generate the public benefits described in this Agreement, along with other fees for the City. Facebook will incur substantial costs in order to comply with the conditions of the Approvals and otherwise in connection with the development of the Project. In exchange for the public benefits and other benefits to the City and the public, Facebook desires to receive vested rights, including, without limitation, legal assurances that the City will grant permits and approvals required for the development, occupancy and use of the Property and the Project in accordance with the Existing City Laws (as defined in this Agreement), subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the City and Facebook desire to enter into this Agreement.

H. On September 26, 2016, after conducting a duly noticed public hearing pursuant to Resolution No. 4159, the Planning Commission of the City recommended that the City Council approve this Agreement, based on the following findings and determinations: that this Agreement (1) is consistent with the objectives, policies, general land uses and programs specified in the General Plan (as defined in this Agreement); (2) is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Property is located; (3) conforms with public convenience, general welfare and good land use practices; (4) will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; (5) will not adversely affect the orderly development of property or the preservation of property values within the City; and (6) will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

I. Thereafter, on October __, 2016, the City Council held a duly noticed public hearing on this Agreement pursuant to Resolution No. 4159. The City Council made the same findings and determinations as the Planning Commission. On that same date, the City Council made the decision to approve this Agreement by introducing Ordinance No. ____ ("Enacting Ordinance"). A second reading was conducted on the Enacting Ordinance on November __, 2016, at which the City Council adopted the Enacting Ordinance, making the Enacting Ordinance effective on December __, 2016.

J. As part of the Project Approvals, the Conditional Development Permit for the Facebook West Campus Project, defined below, will be superseded by an Amended and Restated Conditional Development Permit encompassing the Property, the 1 Facebook Way property (formerly known as 312 and 313 Constitution Drive or the West Campus), and Building 23 (formerly known as 300 Constitution Drive). Except where specifically noted in this Agreement, nothing in this Agreement shall be construed as superseding, amending or modifying the Development Agreement for 312-313 Constitution or Facebook's obligations thereunder.

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

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

1.1 Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to authorize and entitle Facebook to complete the Project and to develop and occupy the Property in accordance with the terms of the Project including, but not limited to, the items described in the Project Approvals (as defined in this Agreement).

1.2 Bayfront Area. The area in the City comprising the City's existing M-2 Zoning district, as such zoning designation may change from time to time.

1.3 Building 21. The first office building to be developed as part of the Project, as shown on the approved plans and described in the Project Approvals.

1.4 Building 22. The second office building to be developed as part of the Project, as shown on the approved plans and described in the Project Approvals.

1.5 Chilco Streetscape Improvements. Those certain improvements identified on Exhibit C attached hereto, including bicycle lanes, pedestrian and sidewalk improvements, that are to be constructed in Phases 1 through 6. Phase 1 and 2 have already been completed.

1.6 City Council. The City Council of the City of Menlo Park.

1.7 City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City governing the permitted uses of land, density, design, and improvement applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, the City Laws shall include the General Plan and the City's Zoning Ordinance.

1.8 City Manager. The City Manager or his or her designee as designated in writing from time to time. Facebook may rely on the authority of the designee of the City Manager.

1.9 City Wide. Any City Law, Fee or other matter that is generally applicable to one or more kinds or types of development or use of property wherever located in the City.

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

1.11 Conditional Development Permit. The first amended and restated conditional development permit approved by the City Council for the development of the Project, which sets forth the conditions and development standards governing the development and use of the Project. Because the Conditional Development Permit will encompass both the Property and the 1 Hacker Way property (which will be merged as part of the Approvals), it includes provisions and ongoing standards that apply to the Facebook West Campus Project and are being carried forward as part of the Project.

1.12 Conditions. All Fees, conditions, dedications, reservation requirements, obligations for on- or off-site improvements, services, other monetary or non-monetary requirements and other conditions of approval imposed, charged by or called for by the City in

connection with the development of or construction on real property under the Existing City Laws, whether such conditions constitute public improvements, mitigation measures in connection with environmental review of any project or impositions made under applicable City Laws.

1.13 Default. As to Facebook, the failure of Facebook to comply substantially and in good faith with any obligations of Facebook under this Agreement; and as to the City, the failure of the City to comply substantially and in good faith with any obligations of City under this Agreement; any such failure by Facebook or the City shall be subject to cure as provided in this Agreement.

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

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

1.16 Facebook East Campus Project. The use and occupancy of the 1 Hacker Way property (formerly known as 1601 Willow Road) pursuant to the Amended and Restated Conditional Development Permit for 1601 Willow Road, 1601 Willow Road Development Agreement, and other project approvals for 1 Hacker Way (formerly known as 1601 Willow Road) in the City of Menlo Park.

1.17 Facebook West Campus Project. The use and occupancy of the 1 Facebook Way property (formerly known as 312 and 313 Constitution Drive) pursuant to the Conditional Development Permit for 312 and 313 Constitution (and which will be amended and restated as part of the Project Approvals), 312 and 313 Constitution Development Agreement, and other project approvals for 1 Facebook Way (formerly known as 312 and 313 Constitution Drive) in the City of Menlo Park.

1.18 Fees. All exactions, costs, fees, in-lieu fees, payments, charges and other monetary amounts imposed or charged by the City in connection with the development of or construction on real property under Existing City Laws. Fees shall not include Processing Fees.

1.19 General Plan. Collectively, the General Plan for the City adopted by the City Council on November 30 and December 1, 1994, as subsequently amended and in effect as of the Effective Date.

1.20 Hotel. A hotel facility containing a restaurant and bar to be developed as part of the Project.

1.21 Hotel Revenue. For any year, the sum of (a) the TOT received by the City and attributable to such year, and (b) the City's portion of sales tax revenue generated by the Hotel received by the City and attributable to such year.

1.22 Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any state or federal codes, statutes, executive mandates or court decisions thereunder. The term "Laws" shall exclude City Laws.

1.23 Mitigation Measures. The mitigation measures applicable to the Project, developed as part of the EIR process and required to be implemented through the MMRP and the Conditional Development Permit.

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

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

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

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

1.28 Processing Fee. A fee imposed by the City upon the submission of an application or request for a permit or Approval, which is intended to cover only the estimated cost to the City of processing such application or request and/or issuing such permit or Approval and which is applicable to similar projects on a City Wide basis, including but not limited to building permit plan check and inspection fees, public works, engineering and transportation plan check and inspection fees, subdivision map application, review and processing fees, fees related to the review, processing and enforcement of the MMRP, and fees related to other staff time and city attorney's time incurred to review and process applications, permits and/or Approvals; provided such fees are not duplicative of or assessed on the same basis as any Fees.

1.29 Project. The uses of the Property, the site plan for the Property and the Vested Elements (as defined in Section 3.1), as authorized by or embodied within the Project Approvals and the actions that are required pursuant to the Project Approvals.

1.30 Project Approvals. The following approvals for the Project granted, issued and/or enacted by the City as of the date of this Agreement, as amended, modified or updated from time to time: (a) this Agreement; (b) the statement of overriding considerations and adoption of the MMRP and other actions in connection with environmental review of the Project; (c) the ordinance rezoning the Property from M-2 to M-2(x); (d) the Conditional Development Permit; (d) the BMR Agreement; (e) the lot line adjustment; (f) the heritage tree removal permits; and (g) the First Amendment to the 1601 Willow Road Development Agreement.

1.31 Public Works Director. The City's Public Works Director or his or her designee.

1.32 Resolution No. 4159. City Resolution No. 4159 entitled "Resolution of the City Council of the City of Menlo Park Adopting Regulations Establishing Procedures and Requirements for Development Agreements" adopted by the City Council of the City of Menlo Park on January 9, 1990.

1.33 Revenue Benchmark. One Million Two Hundred and Fifty Thousand Dollars ($1,250,000), which such amount shall be adjusted on the fifth anniversary of the Guarantee Commencement Date and on each subsequent fifth year anniversary during the Guarantee Payment Period. The adjustment will be based on the product of the Revenue Benchmark amount in effect prior to the applicable Index Date times a fraction, the numerator of which is the "Index" (defined below) for the third month preceding the applicable Index Date, and the denominator of which is the Index for the third month preceding the last Index Date or, in case of the first Index Date, the Index in effect as of the Guarantee Commencement Date. "Index" means the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (all items for the SF-Oakland-San Jose Metropolitan Area on the basis of 1982 1984 = 100). If the format or components of the Index are materially changed after the execution of this Agreement, the City will reasonably select an index which is published by the Bureau of Labor Statistics or similar agency and which is a reasonable equivalent to the Index in effect on the Effective Date.

1.34 Revenue Shortfall. For each Revenue Calculation Period (as defined in Section 6.3.1 of this Agreement), the amount, if any, by which the Hotel Revenue for such Revenue Calculation Period, is less than the Revenue Benchmark.

1.35 Substantially Consistent Modifications. Any changes to or modifications of any portion of the Project which Facebook makes or proposes to make to the Project, provided such changes or modifications are in substantial compliance with and/or substantially consistent with the approved plans and the Project Approvals, as determined by the City Manager. Without limiting the foregoing, minor modifications to the Project which do not affect permitted uses, density or intensity of use, provisions for reservation or dedication of land, restrictions and requirements relating to subsequent discretionary actions, monetary obligations of Facebook, conditions or covenants limiting or restricting the use of the Property, or similar material changes, shall be considered to be Substantially Consistent Modifications.

1.36 Substantially Complete Building Permit Application. Facebook's completed or substantially completed application for a building permit as reasonably determined by the City's Building Official applied in a manner consistent with City's standard practices in effect at the time of building permit submittal, accompanied by (i) payment of all Processing Fees and other fees required to be submitted with such application and (ii) plans/required submittals for all associated on-site and off-site improvements and parking associated with such building, all as described in the Conditional Development Permit.

1.37 TE Vacation Date. The date the lease agreement between Facebook and Tyco Electronics Corporation ("TE") has been terminated and TE has vacated any buildings leased by TE on the Property.

1.38 TOT. The amount of gross transient occupancy tax received by the City from operation of the Hotel.

2. Effective Date; Term.

2.1 Effective Date. This Agreement shall be dated and the rights and obligations of the Parties hereunder shall be effective as of the Effective Date. Not later than ten days after the Effective Date, the City and Facebook shall execute and acknowledge this Agreement, and the City shall cause this Agreement to be recorded in the Official Records of the County of San Mateo, State of California as provided for in Government Code Section 65868.5. However, the failure to record this Agreement within the time period provided for in Government Code Section 65868.5 shall not affect its validity or enforceability among the Parties.

2.2 Term. This Agreement shall terminate twenty years from the Effective Date (subject to the provisions of Section 17 and 22), provided that if Facebook submits a Substantially Complete Building Permit Application for Building 21 prior to such termination and the City subsequently issues final building permit sign off allowing occupancy of Building 21, then the term of this Agreement shall continue until the later of (a) the expiration of the TOT Guarantee Payment Period obligation (as defined in Section 6.3 if this Agreement); or (b) the expiration of the Property Tax Guaranty (as defined in Section 6.4 this Agreement).

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

3. General Development of the Project.

3.1 Project. Facebook shall have the vested right to develop, operate and occupy the Property in accordance with the terms and conditions of this Agreement and the Project Approvals, and any additional Approvals for the Project and/or the Property obtained by Facebook, as the same may be amended from time to time upon application by Facebook; and City shall have the right to control development of the Property in accordance with the provisions of this Agreement, so long as this Agreement remains effective, and the Approvals for the Project and/or the Property. Except as otherwise specified herein, until the expiration or earlier termination of this Agreement, this Agreement, the Approvals and the Existing City Laws shall control the overall development, use and occupancy of the Property, and all improvements and appurtenances in connection therewith, including, without limitation, the density and intensity of use ("Vested Elements"), and all Mitigation Measures and Conditions required or

imposed in connection with the Project Approvals in order to minimize or eliminate environmental impacts of the Project.

3.2 Subsequent Projects. The City agrees that as long as Facebook develops and occupies the Project in accordance with the terms of this Agreement, Facebook's right to develop and occupy the Property shall not be diminished despite the impact of future development in the City on public facilities, including, without limitation, City streets, water systems, sewer systems, utilities, traffic signals, sidewalks, curbs, gutters, parks and other City owned public facilities that may benefit the Property and other properties in the City.

3.3 Other Governmental Permits. Facebook or City (whichever is appropriate) shall apply for such other permits and approvals from governmental or quasi-governmental agencies other than the City having jurisdiction over the Project (e.g. the California Department of Transportation) as may be required for the development of or provision of services to the Project; provided, however, that City shall not apply for any such permits or approvals without Facebook's prior written approval. The City shall use its best efforts to promptly and diligently cooperate, at no cost to the City, with Facebook in its endeavors to obtain such permits and approvals and, from time to time at the request of Facebook, shall proceed with due diligence and in good faith to negotiate and/or enter into binding agreements with any such entity in order to assure the availability of such permits and approvals or services. All such applications, approvals, agreements, and permits shall be obtained at Facebook's cost and expense, including payment of City staff time in accordance with standard practices, and Facebook shall indemnify City for any liabilities imposed on City arising out of or resulting from such applications, permits, agreements and/or approvals. The indemnifications set forth in this Section 3.3 shall survive the termination or expiration of this Agreement. To the extent allowed by applicable Laws, Facebook shall be a party or third party beneficiary to any such agreement between City and such agencies and shall be entitled to enforce the rights of Facebook or the City thereunder and/or the duties and obligations of the parties thereto.

3.4 Additional Fees. Except as set forth in this Agreement and the Project Approvals, the City shall not impose any further or additional fees (including, without limitation, any fees, taxes or assessments not in existence as of the Effective Date or not applicable to the Project in accordance with the Existing City Laws, the Project Approvals and this Agreement), whether through the exercise of the police power, the taxing power, or any other means, other than those set forth in the Project Approvals, the Existing City Laws and this Agreement. In addition, except as set forth in this Agreement, the base or methodology for calculating all such Fees applicable to the construction and development of the Project shall remain the same for such Fees as in effect as of the Effective Date. Notwithstanding the foregoing, the following provisions shall apply:

3.4.1 If the City forms an assessment district including the Property, and the assessment district is City Wide or applies to all Bayfront Area properties and is not duplicative of or intended to fund any matter that is covered by any Fee payable by Facebook, the Property may be legally assessed through such assessment district based on the benefit to the Property (or the methodology applicable to similarly situated properties), which assessment shall be consistent with the assessments of other properties in the district similarly situated. In no

event, however, shall Facebook's obligation to pay such assessment result in a cessation or postponement of development and occupancy of the Property or affect in any way Facebook's development rights for the Project.

3.4.2 The City may charge Processing Fees to Facebook for land use approvals, building permits, encroachment permits, subdivision maps, and other similar permits and approvals which are in force and effect on a City Wide basis or applicable to all Bayfront Area properties at the time Facebook submits an application for those permits.

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

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

3.4.5 If Laws are adopted by the State of California or the federal government which impose fees on new or existing projects, such fees shall be applicable to the Project.

3.4.6 If the City enacts new impact fees that apply on a City Wide basis or are applied uniformly to Bayfront Area properties and which address matters that are not identified or addressed by the mitigation measures, conditions on the Project, public benefits, or required on- or off-site improvements, then the Project shall be subject to any such impact fees as of the effective date of the City's ordinance. For purposes of this Section, the parties agree that any impact fees addressing transportation, housing, sea level rise, biological resources, utilities including energy and water, and any other impacts identified and mitigated in the Environmental Impact Report for the Project, constitute impact areas that are addressed by the Project and the Project Approvals, and that any new impact fees related to these impact areas shall not apply to the Project. This list is not intended to be exhaustive, but to illustrate some of the areas in which new impact fee programs would not apply to the Project. Notwithstanding the above, if the City adopts a new impact fee related to fire protection services, then the City may enforce such fee; provided, however, that to the extent that Facebook reaches a separate agreement with the Menlo Park Fire Protection District ("Fire District") that requires Facebook to make funding contributions to the Fire District, then Facebook shall be entitled to a credit against any future fire impact fee in the amount of its funding contribution to the District.

3.5 Effect of Agreement. This Agreement, the Project Approvals and all plans and specifications upon which such Project Approvals are based (as the same may be modified from time to time in accordance with the terms of the Project Approvals), including but not

limited to the Conditional Development Permit, shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full.

3.6 Review and Processing of Approvals; Expedited Construction Permitting. The City shall accept, review and shall use its best efforts to expeditiously process Facebook's applications and requests for Approvals in connection with the Project in good faith and in a manner which complies with and is consistent with the Project Approvals and this Agreement. The City shall approve any application or request for an Approval which substantially complies and is consistent with the Project Approvals. Facebook shall promptly provide the City with the Processing Fees, applications, documents, plans, materials and other information necessary for the City to carry out its review and processing obligations, and shall pay for any costs incurred by City for third-party or outside building consultants to review plans or otherwise assist City's effort to expedite the City's review and processing obligations. Facebook shall submit all applications and requests for Approvals in the manner required under applicable City Laws in effect as of the time of such submittal. The Parties shall cooperate with each other and the City shall use its best efforts to cause the expeditious review, processing and issuance of the Approvals and permits for the development and occupation of the Project in accordance with the Project Approvals. To the maximum extent permitted by law, the City further agrees to expedite review, processing and issuance of the Approvals, including reasonable measures to minimize or reduce delays caused by other public agencies or third-parties, and to cooperate with Facebook to develop an expedited permitting plan for the construction phase of the Project. The City's obligations pursuant to this Section 3.6 are expressly conditioned upon the City's prompt reimbursement for any costs borne by the City by Facebook in fulfilling its review and processing obligations.

4. Specific Criteria Applicable to the Project.

4.1 Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including, but not limited to any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise expressly provided in this Agreement, the laws and policies applicable to the Property are and shall be as set forth in Existing City Laws (regardless of future changes in Existing City Laws by the City) and the Project Approvals. Facebook shall also have the vested right to develop and occupy or to cause the Property to be developed and occupied in accordance with the Vested Elements; provided that the City may apply and enforce the California Building Code as amended and adopted by the City (including the Mechanical Code, Electrical Code and Plumbing Code) and the California Fire Code as amended and adopted by the City and/or the Menlo Park Fire Protection District, as such codes may be in effect at the time Facebook applies for building permits for any aspect of the Project. Without limiting the generality of the foregoing, except as otherwise expressly provided in this Agreement, during the term of this Agreement, the City shall not, without the prior written consent of Facebook: (a) apply to the Project any new or amended ordinance, resolution, rule, regulation, requirement or official policy that is inconsistent with any Existing City Laws or Approvals and that would have the effect of delaying, preventing, adversely affecting or imposing any new or additional condition with respect to the Project; or (b) apply to the Project or any portion thereof any new or amended ordinance, resolution, rule, regulation,

requirement or official policy that requires additional discretionary review or approval for the proposed development, use and/or occupancy of the Project.

4.2 Application of New City Laws. The City may apply to the Property new City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement, and which do not affect the Vested Elements, or impose any further or additional fees or impose any other conditions on the Project, including, without limitation, those requiring additional traffic improvements/requirements or additional off-site improvements, or additional dedications or exactions, that are inconsistent with this Agreement or the intent of this Agreement; provided, however, that the City may apply new impact fees pursuant to Section 3.4.6 of this Agreement. Notwithstanding the previous sentence, Facebook may consent in its sole discretion and in writing to any new City Law. Any action or proceeding of the City that has any of the following effects on the Project shall be considered in conflict with this Agreement and the Existing City Laws:

4.2.1 Limiting or reducing the density or intensity of use of the

Property;

4.2.2 Limiting grading or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals;

4.2.3 Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by the Project Approvals;

4.2.4 Applying to the Project any City Law otherwise allowed by this Agreement that is not uniformly applied on a City Wide or area wide basis to all substantially similar types of development projects (excluding such impact fees that may be imposed pursuant to Section 3.4.6 of this Agreement); or

4.2.5 Limiting the processing or procuring of any Approvals.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement and the Existing City Laws.

4.3 Initiatives and Referenda. If any City Law is enacted or imposed by initiative or referendum, or by the City Council directly or indirectly in connection with any initiative or referendum, which City Law would conflict with the Existing City Laws or this Agreement or reduce the development rights provided by this Agreement and the Project Approvals, such City Law shall not apply to the Project. To the maximum extent provided by law, City shall endeavor to prevent any City Law from invalidating or prevailing over all or any part of this Agreement, and City shall cooperate with Facebook, at Facebook's expense, 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 Laws to be placed on a ballot, shall

not support, adopt or enact any City law, or take any other action that would violate the express provisions of this Agreement, the Project Approvals, or, when issued, the Approvals.

4.4 Timing. Without limiting the foregoing, no moratorium or other limitation affecting the development and occupancy of the Project or the rate, timing or sequencing thereof shall apply to the Project.

4.5 Subsequent Environmental Review. The Parties acknowledge and agree that the EIR contains a thorough environmental analysis of the Project and the Project alternatives, and specifies the feasible Mitigation Measures available to eliminate or reduce to an acceptable level the environmental impacts of the Project. The Parties further acknowledge and agree that the EIR provide an adequate environmental analysis for the City's decisions to authorize Facebook to proceed with the Project as embodied in the Project Approvals and this Agreement and subsequent development of the Project during the term of this Agreement. The Mitigation Measures imposed are appropriate for the implementation of proper planning goals and objectives and the formulation of Project conditions of approval. In view of the foregoing, the City agrees that the City will not require another or additional environmental impact report or environmental review for any subsequent Approvals implementing the Project. Facebook shall defend, indemnify and hold the City harmless from any costs or liabilities incurred by the City in connection with any litigation seeking to compel the City to perform additional environmental review of any subsequent Approvals.

4.6 Easements; Improvements. The City shall cooperate with Facebook in connection with any arrangements for abandoning existing easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project. If any such easement is owned by the City or an agency of the City, the City or such agency shall, at the request of Facebook, take such action and execute such documents as may be reasonably necessary in order to abandon and relocate such easement(s) as necessary or appropriate in connection with the development of the Project in accordance with the Project Approvals. All on-site and off-site improvements required to be constructed by Facebook pursuant to this Agreement, including those set forth in the Project Approvals, shall be constructed by Facebook.

5. Conditions Precedent. Facebook's obligations under Sections 6 through 13 inclusive are expressly conditioned on the resolution of all legal challenges, if any, to the EIR, the Project Approvals and the Project (the "Legal Challenges Condition"), and the City's issuance of a building permit for the construction of Building 21 to be built as part of the Project. If no litigation or referendum is commenced challenging or seeking to set aside the EIR, the Project Approvals or the Project, then the Legal Challenges Condition will be deemed satisfied 90 days after the Effective Date. If litigation or a referendum is commenced challenging the EIR, the Project Approvals and/or the Project, then the Legal Challenges Condition will be deemed satisfied on the date of final, non-appealable resolution of all litigation in a manner that is reasonably acceptable to Facebook or resolution of the referendum in a manner that is reasonably acceptable to Facebook. The conditions described in this Section 5 shall, collectively, be referred to as the "Conditions Precedent." If litigation or a referendum is commenced challenging the EIR, the Project Approvals or the Project and Facebook elects to terminate this Agreement

pursuant to Section 22 of this Agreement, then Facebook shall be relieved of all obligations set forth in Sections 6 through 14 of this Agreement.

6. On-Going Public Benefits, Conditions.

6.1 Recurring Public Benefit Payment. Within 60 days of the later of (a) City sign off on final building permits allowing occupancy of Building 21 by Facebook and (b) Facebook's receipt of City's request for payment, Facebook will commence making an annual payment of Three Hundred Thousand Dollars ($300,000.00) per year ("Recurring Public Benefit Payment") to the City for twenty years in the manner set forth in this Section 6.1. The first payment of the Recurring Public Benefit Payment will be due and payable on July 1 of the City's fiscal year commencing after City sign off on final building permits allowing occupancy by Facebook of Building 21. Subsequent payments of the Recurring Public Benefit Payment will be due and payable in full to the City on July 1 of each fiscal year thereafter for which the Recurring Public Benefit Payment is payable. The Recurring Public Benefit Payment will be payable for this twenty year period with no proration, reduction or suspension and shall survive the termination of this Agreement. Every five years following commencement of the Recurring Public Benefit Payment, the amount of the Recurring Public Benefit Payment shall be adjusted to the product of the Recurring Public Benefit Payment amount in effect immediately prior to the applicable Index Date times a fraction, the numerator of which is the "Index" for the third month preceding the applicable Index Date, and the denominator of which is the Index for the third month preceding the last Index Date or, in case of the first Index Date, the Index as of the date the first Recurring Public Benefit Payment is due. If the format or components of the Index are materially changed after the execution of this Agreement, the City will reasonably select an index which is published by the Bureau of Labor Statistics or similar agency and which is a reasonable equivalent to the Index in effect on the Effective Date. The benefit under this Section 6.1 shall not be payable unless the City signs off on building permits allowing occupancy by Facebook of Building 21.

6.2 Interim In-Lieu Sales Tax Payment. Within 60 days of the later of (a) City sign off on final building permits allowing occupancy of Building 21 by Facebook and (b) Facebook's receipt of City's request for payment, Facebook will commence making an annual payment of Three Hundred and Thirty Six Thousand Dollars ($336,000.00) per year ("Interim In-Lieu Sales Tax Payment") to the City. Facebook shall continue to make annual Interim In-Lieu Sales Tax Payment until the Guarantee Commencement Date. If the Hotel commences operation before this payment obligation expires, Facebook will be entitled to a credit for any TOT received by the City as a result of the Hotel operations and payable with respect to the period of time that this In-Lieu Sales Tax Payment is payable. The amount of the Interim In-Lieu Sales Tax Payment shall be subject to an adjustment every five years based on the same formula described in in Section 6.1, above. The first payment of the Interim In-Lieu Sales Tax Payment will be due and payable on July 1 of the City's fiscal year commencing after City sign off on final building permits allowing occupancy by Facebook of Building 21. Subsequent payments of the Interim In-Lieu Sales Tax Payment will be due and payable in full to the City on July 1 of each fiscal year thereafter for which the Interim In-Lieu Sales Tax Payment is payable, subject to adjustments every five years as described above, until the obligation to make such payments is

terminated pursuant to this Section. The benefit under this Section 6.2 shall not be payable unless the City signs off on building permits allowing occupancy by Facebook of Building 21. Facebook's obligation to make any Interim In-Lieu Sales Tax Payment to the City shall terminate if (a) the term of this Agreement expires or this Agreement is earlier terminated; or (b) Facebook delivers to the City written notice that Facebook has relinquished all rights to construct the Project; in either case prior to the issuance of building permits for any office buildings included in the Project.

6.3 Hotel TOT Guarantee Payments. After Facebook's obligation to make In-Lieu Sales Tax Payments pursuant to Section 6.2 of this Agreement expires, Facebook shall pay to the City the TOT Guarantee Payments to the extent required under, and on the terms and conditions contained in, this Section 6.3.

6.3.1 Facebook's obligation to make TOT Guarantee Payments, if any, shall commence upon July 1 of the second full City fiscal year following the TE Vacation Date ("Guarantee Commencement Date"). The TOT Guarantee Payments, if any, shall be calculated with respect to each City fiscal year (July 1 through June 30) during the Guarantee Payment Period ("Revenue Calculation Period"), the first such year commencing as of the Guarantee Commencement Date. Facebook's obligation to make TOT Guarantee Payments shall apply to the period ("Guarantee Payment Period") commencing on the Guarantee Commencement Date and continuing until thirty nine years after the Guarantee Commencement Date.

6.3.2 Within one hundred twenty days following the end of the calendar quarter after the end of each Revenue Calculation Period during the Guarantee Payment Period (or such later time as determined by the City based on receipt of the City's sales tax report for the applicable Revenue Calculation Period), the City Manager or his or her designee on behalf of the City, shall calculate the Hotel Revenue for such Revenue Calculation Period and shall determine whether a Revenue Shortfall exists for such year and the amount of any resulting TOT Guarantee Payment payable by Facebook to the City, and shall deliver to Facebook written notice thereof, together with such supporting detail and documentation as Facebook shall reasonably require (but excluding any documentation that City is prohibited by State law from disclosing to Facebook). If there is no Revenue Shortfall for a given year, then Facebook shall have no obligation to make any TOT Guarantee Payment for that year. Except as otherwise provided in this Section 6.3, within thirty days following the date of Facebook receipt of such written notice of the TOT Guarantee Payment from the City Manager or his or her designee, Facebook shall pay such TOT Guarantee Payment to the City. Notwithstanding the foregoing, if Facebook shall disagree with the City's determination of any TOT Guarantee Payment, Facebook shall give to the City written notice thereof within such thirty day period. The Parties shall thereafter meet and confer in person or by telephone and shall attempt in good faith to resolve any disagreement concerning such TOT Guarantee Payment within thirty days following the end of such thirty-day period. If the Parties are unable to resolve any such disagreement between the Parties within such thirty-day period, the parties shall mediate such disagreement through JAMS/Endispute or other mutually acceptable mediation service. If the parties cannot resolve the disagreement through mediation, the dispute or disagreement shall be resolved

through binding arbitration with JAMS/Endispute or other mutually acceptable binding arbitration service.

6.3.3 In the event following any Revenue Calculation Period (a) the City receives additional Hotel Revenue attributable to a prior Revenue Calculation Period and Facebook has already made a TOT Guarantee Payment based on a Revenue Shortfall for such Revenue Calculation Period, or (b) the City is required to refund any Hotel Revenue to the Hotel operator based on overpayment of TOT for a prior Revenue Calculation Period, or (c) the City is notified by the Hotel operator or the State Board of Equalization that there was an overpayment of Hotel Revenue (TOT or sales tax) for a prior Revenue Calculation Period and that a credit or offset has been taken in a subsequent Revenue Calculation Period; then in any such circumstance, the City shall recalculate Hotel Revenue for the applicable Revenue Calculation Period taking into account such additional revenue, refund and/or credit/offset promptly after receipt of information that a recalculation is required. To the extent there has been an overpayment by Facebook of a TOT Guarantee Payment, City shall refund to the Facebook the overpayment within forty five days after Facebook receives the notice of recalculation from the City. To the extent there has been an underpayment by Facebook of a TOT Guarantee Payment, Facebook shall pay to City the amount underpaid within forty five days after Facebook receives the notice of recalculation from the City.

6.3.4 Facebook shall have the right to request that the City audit/inspect the records of the Hotel operator to ensure the City is receiving the proper amount of TOT from the Hotel operations but not more frequently than once every three years. Any such audit or inspection performed at Facebook's request shall be performed at Facebook cost and expense.

6.3.5 Facebook's obligation to make any TOT Guarantee Payment to the City shall terminate if (a) the term of this Agreement expires or this Agreement is earlier terminated; or (b) Facebook delivers to the City written notice that Facebook has relinquished all rights to construct the Project; in either case prior to the issuance of building permits for any office buildings included in the Project ("TOT Guarantee Payment Termination"). Any such termination of Facebook's obligation to make TOT Guarantee Payments shall be effective with respect to the Revenue Calculation Period in which the event described in the foregoing clause (a) or clause (b) shall occur and with respect to all subsequent calendar years in the Guarantee Payment Period.

6.3.6 In the event Facebook commences construction of Building 21 and does not terminate this Agreement due to the filing of litigation or a referendum pursuant to Section 22 of this Agreement, the obligation to make TOT Guarantee Payments shall survive the termination or expiration of this Agreement and shall continue for the full term of the Guarantee Payment Period.

6.3.7 TOT Amount. As of the date of this Agreement, the City imposes the TOT on applicable hotel room rents and other receipts at the rate of twelve percent. Facebook hereby agrees that, during the term of this Agreement and for so long as the Hotel is operating, the TOT applicable to the Hotel shall be assessed at one percent above the Citywide TOT rate in effect from time to time (e.g. if the Citywide TOT rate is 12%, the applicable TOT rate for the

Hotel shall be 13%; etc.). In the event the City adopts a City Wide increase in the rate of the TOT, Owner's obligation to collect and pay the 1% increase in TOT provided for in this Section 6.3.8 shall continue in effect following the City's adoption of a City Wide increase in the rate of the TOT. Owner's obligation to collect and pay the additional 1% TOT pursuant to this Section 6.3.8 shall terminate in the event of a Guarantee Payment Termination and effective as of the effective date of such Guarantee Payment Termination. Except as provided in the preceding sentence, the obligations set forth herein to pay the additional 1% TOT shall survive the expiration of this Agreement and shall continue so long as the Hotel is operating on the Property and shall be binding on any and all owners and operators of the Hotel. The provisions of this Section 6.3.8 shall enforceable by a restrictive covenant or similar instrument agreed to by the parties and recorded with the San Mateo County Recorder's Office prior to issuance of building permits for the Hotel.

6.4 Property Tax Guaranty. Facebook agrees to provide an independent property tax guaranty with respect to Building 21, Building 22 and the Hotel.

6.4.1 Building 21 Property Tax Guaranty. Commencing with the first tax fiscal year following the initial reassessment of the Property by the San Mateo County Assessor (the "Assessor") following completion of Building 21 and the initial occupancy of Building 21 by Facebook, and for a total period of thirty-nine years following such initial reassessment (the "Property Tax Guaranty Period"), Facebook agrees to pay to the City the positive difference (if any) between (a) the real property tax revenues the City would receive for a given tax fiscal year assuming the assessed value of Building 21 (improvements only) is $325,000,000, and (b) the actual real property tax revenue received by the City for such fiscal year with respect to Building 21 (improvements only) (the "Building 21 Property Tax Guaranty"). For purposes of clarification, in any fiscal year during which the Building 21 Property Tax Guaranty applies, no payment will be due to the City pursuant to this section if the assessed value of Building 21 (land and improvements) is greater than or equal to $325,000,000.

6.4.2 Building 22 Property Tax Guaranty. Commencing with the first tax fiscal year following the initial reassessment of the Property by the Assessor following completion of Building 22 and the initial occupancy of Building 22 by Facebook, and for a period extending until the expiration of the Property Tax Guaranty Period, Facebook agrees to pay to the City the positive difference (if any) between (a) the real property tax revenues the City would receive for a given tax fiscal year assuming the assessed value of Building 22 (improvements only) is $300,000,000, and (b) the actual real property tax revenue received by the City for such fiscal year with respect to Building 22 (improvements only) (the "Building 22 Property Tax Guaranty"). For purposes of clarification, in any fiscal year during which the Building 22 Property Tax Guaranty applies, no payment will be due to the City pursuant to this section if the assessed value of Building 22 (land and improvements) is greater than or equal to $300,000,000.

6.4.3 Hotel Property Tax Guaranty. Commencing with the first tax fiscal year following the initial reassessment of the Property by the Assessor following completion of the Hotel and the initial occupancy of the Hotel, and for a period extending until the expiration of the Property Tax Guaranty Period, Facebook agrees to pay to the City the positive difference (if

any) between (a) the real property tax revenues the City would receive for a given tax fiscal year assuming the assessed value of the Hotel (improvements only) is $70,000,000, and (b) the actual real property tax revenue received by the City for such fiscal year with respect to the Hotel (improvements only) (the "Hotel Property Tax Guaranty"). For purposes of clarification, in any fiscal year during which the Hotel Property Tax Guaranty applies, no payment will be due to the City pursuant to this section if the assessed value of the Hotel (land and improvements) is greater than or equal to $70,00,000.

6.4.4 As part of the Project, the Property will be merged via a lot line adjustment with an existing parcel that includes Building 20 (the "Merged Site"). It is expected that the Merged Site will be assessed as a single tax parcel. The Merged Site includes, among other things, two recently completed buildings (Buildings 20 and 23). Because it is expected that the Merged Site will be assessed as a single tax parcel, the parties expect that Building 21, Building 22 and the Hotel will not be separately assessed from other improvements, and, therefore, it will be necessary for the parties to agree upon a methodology for determining the assessed value of Building 21, Building 22 and the Hotel (as applicable). As Building 21, Building 22 and the Hotel are completed, the parties shall confer in good faith and attempt to develop a means for equitably determining the assessed value of those improvements. If the parties cannot agree on the assessed value for any improvement(s), then either party may submit the dispute to arbitration in accordance with the commercial arbitration rules of the American Arbitration Association or JAMS/Endispute. The decision of the arbitrator(s) shall be final and binding on the parties.

6.4.5 Nothing herein shall limit Facebook's right to challenge or appeal any assessment of the Property, any assessment of personal property situated at the Property, and/or the amount of taxes payable to the San Mateo County Tax Collector in any year. The benefit under this Section 6.4 shall not be payable unless the City signs off on building permits allowing occupancy by Facebook of Building 21.

6.5 Utility User's Tax Cap. Commencing upon the Guarantee Commencement Date, Facebook agrees that the protections afforded by Section 3.14.120 of the City's Municipal Code, which establishes a maximum cumulative tax payable for utility services (the "Utility User's Tax Cap"), shall not apply to the Property, and that Facebook shall pay the City all Utility User's Taxes for the Property notwithstanding the maximum tax provisions (i.e., the $12,500 cap) in the Code. In addition, and commencing upon the earlier of January 1 or July 1 following the Effective Date of this Agreement, Facebook agrees that the Utility User's Tax Cap shall not apply to the City's collection of Utility User's Taxes for Building 20, located at 1 Facebook Way.

6.6 Sales and Use Taxes.

6.6.1 For all construction work performed as part of the Project, Facebook agrees to make diligent, good faith efforts, with the assistance of City's designated representative to include a provision in all construction contracts for $5 million or more with qualifying contractors, subcontractors and material suppliers holding reseller's permits to obtain a sub-permit from the California State Board of Equalization to book and record construction

materials purchases/sales as sales originating within the City. Upon request of the City Manager or the City's designated representative, Facebook shall make available copies of such contracts or other documentation demonstrating compliance with these requirements. Facebook shall have the right to redact unrelated portions of such contracts. The provisions of this Section 6.6.1 shall not be applicable to any subsequent remodeling or construction on the Property following final building permit sign off for the office buildings and Hotel to be built as part of the Project.

6.6.2 With respect to the purchase of furnishings, equipment and personal property for the initial occupancy of the new office buildings and Hotel to be constructed as part of the Project, Facebook shall cooperate with the City and its designated representative and, if the City or its designated representative identifies commercially reasonable strategies to maximize use taxes to be received by the City, to then use diligent, good faith efforts to maximize use taxes to be received by the City with respect to the purchase and use of such furnishings, equipment and personal property by acting in accordance with the commercially reasonable strategies identified by the City or its designated representative (and in any case, only to the extent allowed by applicable Laws). Notwithstanding the preceding, Facebook shall not be obligated to establish a California Sales and Use Tax permit and/or a Use Tax Direct Payment Permit identifying the City as the point of sale or the point of use for allocation purposes, but shall be obligated to provide City or its designated representative with such documents as are reasonably necessary to assist City or such representative in ensuring the appropriate allocation of use taxes to the Property.

6.7 To the extent sales and/or use taxes are not separately reported for the Property, the West Campus (i.e., Building 20) and the East Campus (i.e., Buildings 10-19), and provided that Facebook occupies both the West Campus and the East Campus, there shall be an equitable apportionment of the sales and use taxes to each campus based on location of employees, square footage of buildings, point of sale or such other equitable apportionment as the Parties may determine. The sales and/or use taxes referred to in this Section shall not include any sales and/or use taxes generated by the Hotel.

7. Transportation and Infrastructure Public Benefits.

7.1.1 Dumbarton Transportation Corridor Study; Dumbarton Rail Trail Study. Facebook has committed One Million Dollars ($1,000,000) in funding to SamTrans to conduct the Dumbarton Transportation Corridor Study. The purpose of the study is to evaluate ways to improve the existing rail line as a multi-modal transit corridor. This study is currently scheduled to be completed in April 2017. Facebook has also committed up to Seven Hundred Thousand Dollars ($700,000) in funding to SamTrans for the pre-design and environmental clearance of a pedestrian/bicycle path between East Palo Alto and the Redwood City Caltrain Station. The purpose of this study is to enable the shared path to be environmentally cleared if it is selected as a preferred solution by SamTrans in the Dumbarton Corridor Study.

7.1.2 Funding Recommendations from Dumbarton Transportation Corridor Study. Facebook agrees to fund future recommendations arising from the Dumbarton Transportation Corridor Study in the amount of up to One Million Dollars ($1,000,000) (the "Dumbarton Corridor Funding"). Within ninety days after SamTrans publishes the final version

of Dumbarton Corridor Study, Facebook shall evaluate the recommendations contained in the Dumbarton Transportation Corridor Study and provide a written proposal identifying recommendations for how the Dumbarton Corridor Funding should be allocated to the City for review by the City Manager or his or her designee. By way of example only, the Dumbarton Corridor Funding could be used to fund recommendations such as providing funding to SamTrans for design and/or environmental clearance for preferred corridor transit improvements, providing resources and funding to extinguish freight trackage rights and re-certification of the corridor with the Federal Transportation Authority to allow multiple modes, or funding other actions that would support the activation of Dumbarton Rail Corridor to support regional mobility options. Within sixty days of receiving Facebook's written proposal, the City shall confer with Facebook regarding the specific improvements and/or funding initiatives it believes should be made by Facebook to facilitate implementation of the recommendations set forth in the Dumbarton Corridor Study. Final decisions regarding how the Dumbarton Corridor Funding is allocated shall be made by Facebook in its discretion, subject to the City's approval which shall not be unreasonably withheld or delayed. With input from the City, Facebook shall then make the Dumbarton Corridor Funding available upon the later of (a) occupancy of Building 21 by Facebook or (b) sixty days following Facebook's receipt of City's written response and report back to the City as part of the annual review required by Section 16.1 of this Agreement.

7.1.3 Transportation Management Association ("TMA") Feasibility and Implementation Strategy. Facebook agrees to make a one-time payment in the amount of One Hundred Thousand Dollars ($100,000) to the City to be set aside in a special fund and earmarked for the development of a TMA Feasibility & Implementation Strategy study (the "TMA Study"). Such payment shall be required within 60 days of the City's sign off on final building permits allowing occupancy of Building 21 by Facebook. This purpose of the TMA Study will identify potential ways in which a TMA could be formed and evaluate implementation strategies and best practices including providing shuttles open to the public, developing transportation system and demand management strategies, securing funding from private employers, landowners, city, regional, State, and Federal agencies coordinating nonautomotive transportation modes, including bike share and incentive base transportation alternatives, and expanding the transit network in the City. Any additional funds that remain upon completion of the TMA Study shall be used by the City to fund a portion of the TMA's startup costs. Facebook further agrees to cooperate with the City and other landowners and employers in the Bayfront Area in connection with the implementation of a TMA, and to share Facebook's best practices with other members of the TMA upon its formation.

7.1.4 Regional Transportation Forum. In recognition of the fact that regional transportation issues require equitable regional partnerships, Facebook shall sponsor a forum in partnership with officials from the City, East Palo Alto, San Mateo County, and Santa Clara County to consider and evaluate innovative ways that the recommendations of the Dumbarton Transportation Corridor Study may be executed with minimal delays. Facebook envisions that this forum will concentrate on funding, operational and construction strategies as well as innovations intended to facilitate an integrated execution of regional improvements to multi-modal transportation options. Facebook shall commit up to One Million Dollars ($1,000,000) in funding to sponsor this forum. Facebook shall commence the process of

facilitating this forum within six months of the date SamTrans publishes the final version of Dumbarton Corridor Study, which is anticipated to occur in April 2017, and shall use diligent good faith efforts to convene the forum within two years of starting the process. Facebook shall also use diligent good faith efforts to include representatives from the City, East Palo Alto, San Mateo County, Santa Clara County, and SamTrans in the process. In addition, and following the forum, Facebook agrees to provide assistance and support to develop design, operational and construction strategies to implement recommendations arising out of the forum, provided that the amount of any financial assistance will be in Facebook's sole and absolute discretion.

7.1.5 Chilco Streetscape Improvements (Phases One through Four). Facebook shall complete certain capital improvements associated with Phases one through four of the Chilco Streetscape Improvements at its sole cost. Facebook shall coordinate the design of the Chilco Streetscape Improvements with the City and shall provide detailed plans and specifications for construction of the improvements to the City for final review and approval of the City Manager or designee. Subject to the City Manager's approval, Facebook shall pay for and cause the construction of the Chilco Streetscape Improvements to be completed in phases: (1) Phases 3a and 3b improvements shall be completed prior to the date of the City's final building inspection of Building 21; and (2) Phase 4A and 4B shall be completed prior to the date of the City's final building inspection of Building 22. If permits or approvals are required from outside agencies and such permits or approvals delay issuance of permits or completion of construction, or if construction is delayed for reasons beyond Facebook's reasonable control, then Facebook shall have such additional time to complete such capital improvements as may be reasonably necessary resulting from such delays beyond Owner's reasonable control. Facebook shall work diligently and in good faith with the City to obtain the necessary permits or approvals from outside agencies; however, if such permits or approvals from outside agencies are rejected for reasons beyond Facebook's reasonable control, then Facebook shall not be obligated to complete that particular improvement and the parties shall work together to determine alternate or substitute improvements. The approximate location and scope of the improvements described in this Section are identified in Exhibit C, attached hereto.

7.1.6 Chilco Streetscape Improvements (Phases Five and Six). Facebook shall also complete certain capital improvements associated with Phases Five and Six of the Chilco Streetscape Improvements, in the approximate locations shown on Exhibit C, at its sole cost, provided, however, that Facebook shall be entitled to a credit against any construction road impact fees imposed on the Project in an amount equal to the actual costs of constructing Phases Five through Six. Subject to the City Manager's approval of the design for Phases Five and Six of the Chilco Streetscape Improvements, Facebook shall pay for and cause the construction of such improvements to be completed pursuant to a schedule to be reasonably agreed upon by Facebook and the City. If permits or approvals are required from outside agencies and such permits or approvals delay issuance of permits or completion of construction, or if construction is delayed for reasons beyond Facebook's reasonable control, then Facebook shall have such additional time to complete such capital improvements as may be reasonably necessary resulting from such delays beyond Owner's reasonable control. Facebook shall work diligently and in good faith with the City to obtain the necessary permits or approvals from outside agencies; however, if such permits or approvals from outside agencies are rejected for reasons beyond

Facebook's reasonable control, then Facebook shall not be obligated to complete that particular improvement and the parties shall work together to determine alternate or substitute improvements.

8. Housing Public Benefits.

8.1.1 Housing Inventory and Local Supply Study. In order to provide a framework for future, fact-based actions and policy-making related to long-term housing solutions in Belle Haven and East Palo Alto, Facebook agrees to collaborate with officials and local stakeholders in the City and East Palo Alto to conduct a Housing Inventory and Local Supply Study to assess the conditions, occupancy, and resident profiles of residents living in the immediate vicinity of the Property (including, but not limited to Belle Haven, Fair Oaks and the City of East Palo Alto). The purpose of this study is to establish a baseline understanding of the housing conditions in the area, to facilitate the development of an informed regional housing strategy, and to develop concrete recommendations to help to support the preservation of affordable and workforce housing. Facebook agrees to fund up to Three Hundred and Fifty Thousand Dollars ($350,000) for the study and shall be responsible for selecting a qualified consultant to undertake the study. Facebook shall make diligent good faith efforts to coordinate with the City Manager of the City or his or her designee, the City Manager of the City of East Palo Alto, local community organizations, and other regional stakeholders, in the development of the study, and to convene an advisory group comprising Facebook representatives, elected officials from the City and East Palo Alto, and members of local community organizations to participate in the process. Facebook shall commence the process of initiating the study within 30 days of satisfaction of the Conditions Precedent, and shall use diligent good faith efforts to complete the study within 18 months from commencement. Within 30 days of completion of the study, Facebook shall provide a copy of the study to the City Manager as well as a copy to the City Manager of the City of East Palo Alto.

8.1.2 Housing Innovation Fund. Prior to completion of the Housing Inventory and Local Supply Study, Facebook shall establish a Housing Innovation Fund to identify near-term actions that may be taken within the local community (including Belle Haven and East Palo Alto) as a direct outcome of the Housing Inventory and Local Supply Study. Facebook shall commit One Million Five Hundred Thousand Dollars ($1,500,000) to establish the Housing Innovation Fund and provide seed funding for near-term implementation actions. The funding commitment shall be used exclusively for implementation actions and shall not be used for operating expenses associated with administration of the Fund, or expenses associated with formation of the Fund itself (e.g., startup costs). Facebook anticipates that the Housing Innovation Fund would be established as a non-profit organization that would be initially run by members of the advisory group convened to provide oversight over the Housing Inventory and Local Supply Study, including Facebook representatives, local elected officials and members of local community organizations. The board would initially comprise eight members, including at least one member selected by the City Manager of the City and one member selected by the City Manager of the City of East Palo Alto. The remaining members shall be selected by Facebook in its sole and absolute discretion. Facebook's obligation to provide additional assistance and

support for the Housing Innovation Fund above and beyond the funding contribution identified above will be in Facebook's sole and absolute discretion.

8.1.3 Affordable Housing Preservation Pilot Program. Facebook shall work in partnership with a reputable non-profit affordable housing partner to create and/or provide funding for a Housing Preservation pilot project. The purpose of the pilot project is to identify and purchase housing in the immediate vicinity of the Property (including but not limited to Belle Haven and East Palo Alto) to protect at-risk populations and serve as part of a regional anti-displacement strategy. Within one year of satisfaction of the Conditions Precedent, Facebook shall identify an appropriate non-profit affordable housing partner and contribute One Million Dollars ($1,000,000) towards a suitable Housing Preservation pilot project, to be determined by Facebook at Facebook's sole and absolute discretion. The funding commitment shall be used exclusively for implementation actions and shall not be used for operating expenses associated with administration of the non-profit affordable housing partner, or administrative expenses associated with any particular pilot project. Facebook has already coordinated with non-profit affordable housing partners to identify potential programs that would qualify for funding, which could include programs targeting single-family preservation and/or multi-family preservation, as well as "public-private partnerships" that could involve funding sources from private entities and public agencies. In selecting an appropriate recipient, Facebook shall consider the extent to which its contribution would be leveraged or combined with additional funding sources to ensure the greatest possible impact. Upon written request by the City (to be provided not more than once per year), Facebook shall report out on the status of its funding contribution pursuant to this Section 8.1.3 and provide information regarding how the funding contribution was allocated.

8.1.4 Workforce Housing Fund Pilot Program. Within one year of satisfaction of the Conditions Precedent, Facebook shall initiate a Workforce Housing pilot program in the Belle Haven community. This pilot program will subsidize rents for not less than twenty two units of workforce housing at the residential development located at 777 Hamilton Avenue, currently under development, for community serving professions such as teachers. Facebook shall select and partner with an appropriate non-profit housing organization (such as Hello Housing) to administer the program; the selection of an appropriate partner shall be at Facebook's sole and absolute discretion. The allocation of the units will be prioritized as follows: (1) first to teachers employed by the Ravenswood City School District or a non-profit school that is located in the area encompassed by the Ravenswood City School District, (2) second to teachers employed by the Menlo Park City School District, the Las Lomitas School District or teachers directly employed by Menlo-Atherton High School, (3) third to persons engaged in public safety professions (e.g., police officers, fire fighters, etc.) and employed by the City or the Menlo Park Fire Protection District, and (4) fourth to persons employed by public interest non-profit organizations located in the cities of Menlo Park or East Palo Alto. Facebook agrees to commit up to Four Hundred and Thirty Thousand Dollars ($430,000) per year for five years (up to Two Million One Hundred and Fifty Million Dollars ($2,150,000) total) for the program, which represents an average subsidy of $1,628 per unit per month. For purposes of this section, "workforce housing" shall mean housing that is affordable to qualifying households as mutually

agreed upon by Facebook and the City. The particular mix of units and levels of subsidy shall be determined by Facebook in consultation with an appropriate non-profit housing organization.

8.1.5 Use of BMR Housing Fees. As part of the Approvals, Facebook will be entering into a Below Market Rate ("BMR") Housing Agreement with the City to satisfy the requirements under Chapter 16.96 of the City's Municipal Code. As part of the implementation of the BMR Housing Agreement, Facebook shall use diligent food faith efforts to identify opportunities to partner with a non-profit housing organization in order to leverage the use of BMR housing fees payable in connection with the Project to develop the maximum number of units that can be procured with those fees.

8.1.6 Commitment to Design Housing Units Pending Completion of General Plan Update. Subject to completion and approval of the pending ConnectMenlo process, which proposes updating the City's General Plan and rezoning portions of the Bayfront area for mixed-use and residential uses, Facebook shall commit to the planning and design of at least 1,500 housing units on the approximately 56-acre site known as the Menlo Science & Technology Park located in the Bayfront area. Facebook further agrees that any future application to develop residential units on the Menlo Science & Technology Park site will include a commitment to include no less than 15% BMR units and/or workforce housing units (regardless of whether the proposed units are for sale or rentals). Facebook shall have no obligation to construct these units or to submitting an application for the future redevelopment of the Menlo Science & Technology Park site. The parties further recognize that any future redevelopment would be subject to a future discretionary review process including environmental review under the California Environmental Quality Act. In addition, this obligation shall only apply so long as the Menlo Science & Technology Park site is owned by Facebook (or an affiliate of Facebook) and shall not run with the land or bind bona-fide third party purchasers of the Menlo Science & Technology Park site in the event of a sale.

9. Local Community Benefits.

9.1.1 Belle Haven Community Pool Maintenance and Operations. Within one year of satisfaction of the Conditions Precedent, Facebook shall contribute an initial Sixty Thousand Dollars ($60,000) to the City to be applied exclusively for operating and maintenance costs for the community pool at the Onetta Harris Community Center, and shall an additional contribution of Sixty Thousand Dollars ($60,000) on July 1 of each of the following four calendar years to the City for the same purpose (for a total of five years). The total amount of Facebook's commitment under this Section 9.1.1 is Three Hundred Thousand Dollars ($300,000).

9.1.2 Local Scholarship Program. Within one year of satisfaction of the Conditions Precedent, Facebook shall establish, or shall partner with an appropriate organization to establish, an educational scholarship program to provide financial assistance for young residents of the City and East Palo Alto for ten years, and shall contribute One Hundred Thousand Dollars ($100,000) per year for ten years in scholarship funds. Decisions regarding eligibility criteria and distribution of funding shall be made by Facebook in its sole and absolute

discretion. The total amount of Facebook's commitment under this Section 9.1.2 is One Million Dollars ($1,000,000).

9.1.3 Local Community Fund. Within one year of satisfaction of the Conditions Precedent, Facebook shall contribute an additional One Hundred Thousand Dollars ($100,000) to the Local Community Fund ("LCF") previously established and funded by Facebook, and shall continue to contribute $100,000 per year to the LCF for a total period of ten years. After the ten year period is complete, Facebook will consider whether to provide additional funding for the LCF. The decision of whether to contribute additional funding shall be in Facebook's sole and absolute discretion. The benefit under this Section 9.1.3 shall not be payable unless the City signs off on building permits allowing occupancy by Facebook of Building 21. The total amount of Facebook's commitment under this Section 9.1.3 is One Million Dollars ($1,000,000,000).

10. Public Open Space; Multi-Use Bridge Facility; Public Access. Facebook shall construct, operate, and maintain a publicly accessible open space and multi-use pedestrian/bicyclist bridge across the Bayfront Expressway as shown on the approved plans and in the Project Approvals. The obligation to construct, operate and maintain the multi-use pedestrian/bicyclist bridge shall arise upon issuance of building permits for Building 21 and governed by the Conditional Development Permit. The obligation to construct, operate and maintain the publicly accessible open space shall arise upon issuance of building permits for Building 22. Facebook, in Facebook's reasonable discretion, will also install other amenities in this area for the benefit of the public. The public access right to the additional landscaped area will be a right to pass by permission and Facebook will have the right to implement reasonable rules and regulations governing such access. The City further agrees to cooperate with Facebook to ensure that Facebook has reasonable control over the public open space, and agrees that a public easement is not required in order to maintain the open space as publicly accessible. Facebook's obligations to construct the multi-use pedestrian/bicyclist bridge pursuant to this Section 10 is expressly conditioned on Facebook's receipt of such permits and approvals from governmental or quasi-governmental agencies other than the City having jurisdiction over the multi-use bridge and associated improvements as may be required.

11. Design and Environmental Commitments.

11.1 Facebook has entered into a contract with Gehry Partners LLP for design of the office components of the Project, and Facebook anticipates that Gehry Partners LLP will be the registered architect for office components of the Project. Facebook will cause the design of the buildings located at the Property to perform to LEED Building Design and Construction (BD+C) Gold equivalency, and will commit to installing photovoltaic solar panels at Building 21. Facebook may satisfy this obligation by delivering a report from its LEED consultant to the City demonstrating satisfaction with this condition. That report will be subject to approval by the City (not to be unreasonably withheld or conditioned). Facebook will also commit to enhanced soil remediation and other environmental cleanup measures at the Property, consistent with the Soil Management Plan for the Property and which may require Facebook to conduct additional testing and grid sampling above and beyond what is ordinarily required by the California Department of Toxic Substance Control.

11.2 When performing work that might impact the bay-lands, Facebook will hire an environmental consultant knowledgeable about the San Francisco Bay and associated marsh habitats to ensure that endangered species, particularly the Salt Marsh Harvest Mouse and Clapper Rail, are not harmed.

11.3 Facebook will cooperate with the Don Edwards San Francisco Bay National Wildlife Refuge ("Refuge") team and consult with related nonprofit groups on habitat protection and restoration adjacent to the Property. Facebook will establish an ongoing, in-house point of contact for the Refuge, nonprofit groups and related agencies to ensure collaborative success.

11.4 Facebook will educate employees and visitors about the unique species next to the Property and their habitat requirements. Such education may be by way of installing appropriate interpretive signage and/or hosting educational programs.

11.5 Facebook will engage in "wildlife-friendly" behavior, such as (a) adopting policies requiring the trapping and removal of feral cats and the leashing of dogs when using trails located on the Property, (b) employing wildlife-safe rodent control measures, (c) encouraging beneficial species (through, for example, the installation of bat houses), and (d) implement bird-safe design standards into the Project's office buildings and lighting design.

11.6 If new building roofs, window ledges, light poles or landscaping changes are installed/made, Facebook will use (or require use of) then available best practices to ensure that the new building roofs, window ledges, parking lot light poles or landscaping changes do not create sites for predatory bird species to roost or nest.

12. Recycled Water System; Contributions to Future District-Wide Recycled Water Systems. Facebook agrees to use diligent good faith efforts to install a recycled water system on the Property. Within 60 days of the City's sign off on final building permits allowing occupancy of Building 21 by Facebook, Facebook agrees to contribute Twenty Five Thousand Dollars ($25,000) in seed funding to the City to conduct feasibility studies for a Bayfront Area-wide recycled water system. If Facebook is unable to obtain all permits necessary to construct and operate an on-site recycled water system through no fault or lack of diligence on the part of Facebook, Facebook agrees to (a) connect the office buildings to any future recycled water system developed by the West Bay Sanitary District (the "Sanitary District") and utilize recycled water for landscaping and non-potable uses for Buildings 21 and 22 at such time as a system to serve the Project and other properties in the vicinity of the Project is constructed, (b) offer to provide the Sanitary District with initial funding not to exceed One Million Five Hundred Thousand Dollars ($1,500,000) for the Sanitary District to use in financing the development and construction of a recycled water system capable of serving the Project in exchange for a credit against future capital expense charges that would otherwise be incurred by users participating in the Sanitary District's recycled water system, and (c) If the Sanitary District does not accept Facebook's offer to provide initial financing, Facebook shall pay a reasonable proportionate share of the Sanitary District's costs of developing and/or implementing the system in a manner consistent with conditions imposed on other similarly situated projects in the Bayfront area. In addition, if the Sanitary District develops an area-wide recycled water system serving multiple

properties in the Bayfront area, Facebook agrees that any applications submitted by Facebook or its affiliates to develop buildings (other than the buildings proposed as part of the Project) in the Bayfront Area will include a commitment to pay a reasonable proportionate share of the Sanitary District's costs of developing and/or implementing the system in a manner consistent with conditions imposed on other similarly situated projects in the Bayfront area.

13. Amendment to Development Agreement for the Facebook East Campus Project. No later than the issuance of occupancy of the first office building as part of the Project, Facebook agrees to record an amendment to the Development Agreement for the East Campus Project ("East Campus DA") that eliminates Facebook's right to reduce the Annual Payment (as defined in the East Campus DA) in exchange for a reduction in the allowed number of trips; provided, however, that Facebook shall retain the right to suspend the Density Increase (as defined in the East Campus DA) and comply with the employee/density cap contained in the original project approvals for the Sun Microsystem project, in which case Facebook's obligations to make Annual Payments (as defined in the East Campus DA) will likewise be suspended in its entirety. In the event that Facebook terminates this Agreement pursuant to Section 22 and the amendment to the East Campus DA has already been recorded, the City agrees that Facebook will have the right to annul the amendment and that the terms of the original East Campus DA will remain in full force and effect.

14. Indemnity. Facebook shall indemnify, defend and hold harmless City, and its elective and appointive boards, commissions, officers, agents, contractors, and employees (collectively, "City Indemnified Parties") from any and all claims, causes of action, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in connection with, or caused on account of, the development and occupancy of the Project, any Approval with respect thereto, or claims for injury or death to persons, or damage to property, as a result of the operations of Facebook or its employees, agents, contractors, representatives or tenants with respect to the Project (collectively, "Facebook Claims"); provided, however, that Facebook shall have no liability under this Section 14 for Facebook Claims arising from the gross negligence or willful misconduct of any City Indemnified Party, or for Claims arising from, or that are alleged to arise from, the repair or maintenance by the City of any improvements that have been offered for dedication by Facebook and accepted by the City. The indemnity provisions in this Section 14 shall survive termination of this Agreement.

15. Periodic Review for Compliance.

15.1 Annual Review. The City shall, at least every 12 months during the term of this Agreement, review the extent of Facebook's good faith compliance with the terms of this Agreement pursuant to Government Code § 65865.1 and Resolution No. 4159. Such review shall be scheduled to coincide with the City's review of compliance with the Development Agreements for the Facebook East Campus Project and Facebook West Campus Project. Notice of such annual review shall be provided by the City's Community Development Director to Facebook not less than 30 days prior to the date of the hearing by the Planning Commission on Facebook's good faith compliance with this Agreement and shall to the extent required by law include the statement that any review may result in amendment or termination of this Agreement.

A finding by the City of good faith compliance with the terms of this Agreement shall conclusively determine the issue up to and including the date of such review.

15.2 Non-Compliance. If the City Council makes a finding that Facebook has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to Facebook describing (a) such failure and that such failure constitutes a Default, (b) the actions, if any, required by Facebook to cure such Default, and (c) the time period within which such Default must be cured. If the Default can be cured, Facebook shall have a minimum of 30 days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such 30 day period, if Facebook shall commence within such 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, Facebook shall have such additional time period as may be required by Facebook within which to cure such Default.

15.3 Failure to Cure Default. If Facebook fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.

15.4 Proceeding Upon Amendment or Termination. If, upon a finding under Section 15.2 of this Agreement and the expiration of the cure period specified in such Section 15.2, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Facebook of its intention so to do. The notice shall be given at least 30 days before the scheduled hearing and shall contain:

15.4.1 The time and place of the hearing;

15.4.2 A statement that the City proposes to terminate or to amend this Agreement; and

15.4.3 Such other information as is reasonably necessary to inform Facebook of the nature of the proceeding.

15.5 Hearings on Amendment or Termination. At the time and place set for the hearing on amendment or termination, Facebook shall be given an opportunity to be heard, and Facebook 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 Facebook has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement or, with Facebook's agreement to amend rather than terminate, amend this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

15.6 Effect on Transferees. If Facebook has transferred a partial interest in the Property to another party so that title to the Property is held by Facebook and additional parties or different parties, the City shall conduct one annual review applicable to all parties with a partial interest in the Property and the entirety of the Property.

16. Permitted Delays; Subsequent Laws.

16.1 Extension of Times of Performance. In addition to any specific provisions of this Agreement, (i) the deadline for Facebook to submit a Substantially Complete Building Permit Application under Section 2.2 shall be extended; and (ii) the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such obligation shall be extended; where delays or failures to perform are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasi-governmental entities other than the City, unusually severe weather, acts of another Party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the City shall not excuse the City's performance) or any other causes beyond the reasonable control, or without the fault, of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause of the delay. If a delay occurs, the Party asserting the delay shall use reasonable efforts to notify promptly the other Parties of the delay. If, however, notice by the Party claiming such extension is sent to the other Party more than 30 days after the commencement of the cause of the delay, the period shall commence to run as of only 30 days prior to the giving of such notice. The time period for performance under this Agreement may also be extended in writing by the joint agreement of the City and Facebook. Litigation attacking the validity of the EIR, the Project Approvals and/or the Project shall also be deemed to create an excusable delay under this Section 16.1, but only to the extent such litigation causes a delay and the Party asserting the delay complies with the notice and other provisions regarding delay set forth hereinabove. Except as expressly set forth in Section 2.2 and this Section 16.1, in no event shall the term of this Agreement be extended by any such delay without the mutual written agreement of the City and Facebook.

16.2 Superseded by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer reasonably and in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in Facebook's reasonable business judgment, then Facebook shall have the right to terminate this Agreement by written notice to the City. Facebook shall also have the right to challenge the new Law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Notwithstanding the preceding, nothing herein shall permit the City to enact Laws that conflict with the terms of this Agreement.

17. Termination.

17.1 City's Right to Terminate. The City shall have the right to terminate this Agreement only under the following circumstances:

17.1.1 The City Council has determined that Facebook is not in good faith compliance with the terms of this Agreement, and this Default remains uncured, all as set forth in Section 15 of this Agreement.

17.2 Facebook's Right to Terminate. Facebook shall have the right to terminate this Agreement only under the following circumstances:

17.2.1 Facebook has determined that the City is in Default, has given the City notice of such Default and the City has not cured such Default within 30 days following receipt of such notice, or if the Default cannot reasonably be cured within such 30 day period, the City has not commenced to cure such Default within 30 days following receipt of such notice and is not diligently proceeding to cure such Default.

17.2.2 Facebook is unable to complete the Project or desires to terminate this Agreement because of supersedure by a subsequent Law or court action, as set forth in Sections 16.2 and 22 of this Agreement.

17.2.3 Facebook determines in the first five years after the Effective Date, in its business judgment, that it does not desire to proceed with the construction of the Project.

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

17.4 Effect of Termination. If this Agreement is terminated pursuant to this Section 17, such termination shall not affect (a) any condition or obligation due to the City from Facebook and arising prior to the date of termination and/or (b) the Project Approvals.

17.5 Recordation of Termination. In the event of a termination, the City and Facebook agree to cooperate with each other in executing and acknowledging a Memorandum of Termination to record in the Official Records of San Mateo County within 30 days following the effective date of such termination.

18. Remedies. Any Party may, in addition to any other rights or remedies provided for in this Agreement or otherwise available at law or equity, institute a legal action to cure, correct or remedy any Default by the another Party; enforce any covenant or agreement of a Party under this Agreement; enjoin any threatened or attempted violation of this Agreement; or enforce by specific performance the obligations and rights of the Parties under this Agreement.

19. Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period of time specified in such express

waiver. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

20. Attorneys' Fees. If a Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against another Party by reason of a Default, or otherwise to enforce rights or obligations arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party its costs and expenses of such action or proceeding, including reasonable attorneys' fees and costs, and costs of such action or proceeding, which shall be payable whether such action or proceeding is prosecuted to judgment. "Prevailing Party" within the meaning of this Section 20 shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of the covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

21. Limitations on Actions. The City and Facebook hereby renounce the existence of any third party beneficiary of this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status. If any action or proceeding is instituted by any third party challenging the validity of any provisions of this Agreement, or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

22. Effect of Court Action. If any court action, legal proceeding or referendum is brought by any third party seeking to set aside or challenge the EIR, the Project Approvals and/or the Project, or any portion thereof, and without regard to whether Facebook is a party to or real party in interest in such action or proceeding, then (a) Facebook shall have the right to terminate this Agreement upon 30 days' notice in writing to City, given at any time during the pendency of such action or proceeding, or within 90 days after the final determination therein (including any appeals), irrespective of the nature of such final determination, and (b) any such action or proceeding shall constitute a permitted delay under Section 16.1 of this Agreement. Facebook shall pay the City's cost and expense, including attorneys' fees and staff time incurred by the City in defending any such action or participating in the defense of such action and shall indemnify the City from any award of attorneys' fees awarded to the party challenging this Agreement, the Project Approvals or any other permit or Approval. The defense and indemnity provisions of this Section 22 shall survive Facebook's election to terminate this Agreement. Notwithstanding anything to the contrary herein, Facebook shall retain the right to terminate this Agreement pursuant to this Section 22 even after (a) it has vacated the Property and (b) its other rights and obligations under this Agreement have terminated.

23. Estoppel Certificate. Any Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party certify in writing, to the knowledge of the certifying Party, (a) that this Agreement is in full force and effect and a binding obligation of the Parties, (b) that this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (c) that the requesting Party is not in Default in the performance of its obligations under this Agreement, or if the requesting Party is

in Default, the nature and amount of any such Defaults, (d) that the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance, and (e) as to such other matters concerning this Agreement as the requesting Party shall reasonably request. A Party receiving a request hereunder shall execute and return such certificate within 30 days following the receipt thereof. The City Manager shall have the right to execute any certificate requested by Facebook hereunder. The City acknowledges that a certificate may be relied upon by transferees and Mortgagees.

24. Mortgagee Protection; Certain Rights of Cure.

24.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, after the date of recordation of this Agreement in the San Mateo County, California Official Records, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage, and subject to Section 25.2 of this Agreement, all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, and the benefits hereof will inure to the benefit of such party.

24.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 25.1 above, no Mortgagee or other purchaser in foreclosure or grantee under a deed in lieu of foreclosure, and no transferee of such Mortgagee, purchaser or grantee shall (a) have any obligation or duty under this Agreement to construct, or to complete the construction of, improvements, to guarantee such construction or completion or to perform any other monetary or nonmonetary obligations of Facebook under this Agreement, and (b) be liable for any Default of Facebook under this Agreement; provided, however, that a Mortgagee or any such purchaser, grantee or transferee shall not be entitled to use the Property in the manner permitted by this Agreement and the Project Approvals unless it complies with the terms and provisions of this Agreement applicable to Facebook.

24.3 Notice of Default to Mortgagee; Right to Mortgagee to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of Default given Facebook hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Facebook, any notice of a Default or determination of noncompliance given to Facebook. Each Mortgagee shall have the right (but not the obligation) for a period of 90 days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy, the Default claimed or the areas of noncompliance set forth in the City's notice. If the Default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, or any portion thereof, such Mortgagee may seek to obtain possession with diligence and continuity through a receiver, by foreclosure or otherwise, and may thereafter remedy or cure the Default or noncompliance within 90 days after obtaining possession of the Property or such portion thereof. If any such Default or noncompliance cannot, with reasonable diligence, be remedied or cured within the applicable 90 day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Default or noncompliance if such Mortgagee

commences a cure during the applicable 90 day period, and thereafter diligently pursues such cure to completion.

25. Assignment, Transfer, Financing.

25.1 Facebook's Right to Assign. Subject to the terms of this Agreement, Facebook shall have the right to transfer, sell and/or assign Facebook's rights and obligations under this Agreement in conjunction with the transfer, sale or assignment of all or any portion of the Property (the "Transferred Property"). If the Transferred Property shall consist of a less than the entire Property, or less than Facebook's entire title to or interest in the Property, Facebook shall have the right to transfer, sell and/or assign to the transferee only those of Facebook's rights and obligations under this Agreement that are allocable or attributable to the Transferred Property, subject to the City's consent which shall not be unreasonably withheld, conditioned, or delayed, and provided that any obligations of Facebook that apply on a Property-wide basis (such as compliance with the trip cap imposed as a condition of the Project Approvals) shall not be considered allocable or attributable to a portion of the Property. The form of any partial assignment shall also be subject to the reasonable approval of the City Attorney. Any transferee of a Transferred Property shall assume in writing the obligations of Facebook under this Agreement and the Project Approvals relating to the Transferred Property and arising or accruing from and after the effective date of such transfer, sale or assignment.

25.2 Financing. Mortgages, sales and lease-backs and/or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the development of the Property are permitted without the need for the lender to assume in writing the obligations of Facebook under this Agreement and the Project Approvals. Further, no foreclosure, conveyance in lieu of foreclosure or other conveyance or transfer in satisfaction of indebtedness made in connection with any such financing shall require any further consent of the City, regardless of when such conveyance is made, and no such transferee will be required to assume any obligations of Facebook under this Agreement.

25.3 Release Upon Transfer of Property.

25.3.1 Upon Facebook's sale, transfer and/or assignment of Facebook's rights and obligations under this Agreement in accordance with this Section 25, Facebook shall be released from any obligations under this Agreement with respect to the Transferred Property which arise or accrue subsequent to the effective date of the transfer, sale and/or assignment and which are expressly assumed in writing by the transferee; provided, however, that in the event of a transfer of only a portion of the Property, Facebook shall not be released of any obligations that apply on a Property-wide basis. If a Default under this Agreement shall occur with respect to Facebook, such Default shall not constitute a Default with respect to the owner of any Transferred Property, and shall not entitle the City to terminate or modify this Agreement as to the Transferred Property; and if a Default under this Agreement shall occur with respect to the owner of a Transferred Property, such Default shall not constitute a Default with respect to Facebook or with respect to the portion of the Property owned by Facebook, and shall not entitle the City to terminate or modify this Agreement as to the portion of the Property owned by Facebook, unless it occurs with respect to an obligation that applies against the entire Property.

25.3.2 Facebook shall have the right to propose to the City alternative or substitute security for any of Facebook's monetary obligations under this Agreement, including Facebook's obligations to make the Recurring Public Benefit Payment pursuant to Section 6.1 of this Agreement. Such alternative or substitute security may consist of, without limitation, a letter of credit, a cash deposit and/or real property or personal property collateral acceptable to City in its sole and absolute discretion. If the City accepts any such alternative or substitute security, the monetary obligations of Facebook for which such alternative or substitute security shall have been provided shall no longer constitute a covenant running with the land or otherwise be binding upon any Facebook of any portion of the Property, and shall instead be the personal obligation of Facebook but with the City's recourse with respect to such monetary obligation limited to the alternative or substitute security. Facebook shall pay for all City costs of considering Facebook's request for City's acceptance of such alternative or substitute security, including but not limited to cost of consultants retained to consider and advise the City Manager or City Council on such request.

26. Covenants Run With the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall constitute covenants that shall run with the land comprising the Property, and the burdens and benefits of this Agreement shall be binding upon, and shall insure to the benefit of, each of the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this Agreement.

27. Amendment.

27.1 Amendment or Cancellation. Except as otherwise provided in this Agreement, this Agreement may be cancelled, modified or amended only by mutual consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868 and Article 7 of Resolution No. 4159. Any amendment to this Agreement which does not relate to the term of this Agreement, the Vested Elements or the Conditions relating to the Project shall require the giving of notice pursuant to Government Code Section 65867, as specified by Section 65868 thereof, but shall not require a public hearing before the Parties may make such amendment.

27.2 Amendment Exemptions. The following actions shall not require an amendment to this Agreement:

27.2.1 Further architectural or design review of specific aspects of the Project, provided any such architectural modifications are substantially consistent with the Project Approvals.

27.2.2 Any change or modification that Facebook proposes to make to the Project or to this Agreement that constitutes a Substantially Consistent Modification. The City Manager shall have the right to determine and approve any Substantially Consistent Modification.

27.3 Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than 10 days after the effective date thereof or of the action effecting such amendment, termination or cancellation; provided, however, a failure of the City Clerk to record such amendment, termination or cancellation shall not affect the validity of such matter.

28. Notices. Any notice shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, express mail, return receipt requested, with postage prepaid, or by overnight courier to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attention: City Manager

With a copy to:
City Attorney
City of Menlo Park
1100 Alma Street, Suite 210
Menlo Park, CA 94025

Facebook:
Hibiscus Properties LLC
c/o Facebook, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attention: Director of Facilities

With a copy to:
Hibiscus Properties LLC
c/o Facebook, Inc.
1 Hacker Way
Menlo Park, CA 94025
Attention: Real Estate Counsel

A Party may change its mailing address at any time by giving to the other Party ten days' notice of such change in the manner provided for in this Section 28. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed, on the delivery date or attempted delivery date shown on the return receipt.

29. Miscellaneous.

29.1 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that no Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Facebook, the affairs of the City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

29.2 Consents. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld or delayed. If a Party shall not approve, the reasons therefor shall be stated in reasonable detail in writing. The approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests.

29.3 Approvals Independent. All Approvals which may be granted pursuant to this Agreement, and all Approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any Approvals or other land use approvals.

29.4 Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property, the Project, or any portion of either, to the general public, for the general public, or for any public use or purpose whatsoever. Facebook shall have the right to prevent or prohibit the use of the Property or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purposes inimical to the operation of a private, integrated Project as contemplated by this Agreement, except as dedications may otherwise be specifically provided in the Project Approvals.

29.5 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement. Notwithstanding the preceding, this Section 29.5 is subject to the terms of Section 16.2.

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

29.7 Entire Agreement. This written Agreement and the Project Approvals contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement and the Project

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

29.8 Construction of Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Article, Section, and Subsection are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships, limited liability companies or other legal entities.

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

29.10 Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California.

29.11 Construction. This Agreement has been reviewed and revised by legal counsel for Facebook and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

29.12 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring City's review or approval relating to the Project or Property.

29.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of which when taken together shall constitute but one Agreement.

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

"City"

CITY OF MENLO PARK, a municipal corporation of the State of California

By:_____
Mayor

Attest:

_____
City Clerk

Approved as to Form:

By: _____
City Attorney

"Facebook"

HIBISCUS PROPERTIES, LLC, a Delaware limited liability company:

By:_____

Name:_____

Title:_____

EXHIBIT A

Facebook Campus Expansion

Buildings 21, 22 & Hotel Site

301-309 Constitution Drive, Menlo Park, California

Gehry Partners, LLP

PROPOSED SITE PLAN | **A2-02**

SCALE : 1"= 150'

11X17 SCALE IS 1"=300'

SEPTEMBER 02, 2016

EXHBIT B

EXHIBIT "A"
Legal Description

LOT LINE ADJUSTMENT
TE CONNECTIVITY
300, 301, 307 and 308 Constitution Drive, Menlo Park, CA

All that real property in the City of Menlo Park, County of San Mateo, California, described as follows:

BEING A PORTION of LOT 1, as said lot is described in that certain "NOTICE OF MERGER" filed for record on May 31, 2011 in Document No. 2011-060628, San Mateo County Records, more particularly described as follows:

BEGINNING at the intersection of the northwesterly corner of said LOT 1 with the southerly right-of-way line of HIGHWAY 84, as said right-of-way line is shown on Caltrans Right–of-Way Record Map R-105.2;

Thence along the northerly line of said LOT 1, the following three (3) courses:

1. South 64°50'10" East 11.22 feet;
2. South 81°12'00" East, 2500.00 feet;
3. North 89°21'50" East, 384.14 feet to the easterly line of said LOT 1;

Thence leaving said northerly line and along said easterly line South 04°51'40" East, 431.24 feet;

Thence leaving said easterly line, South 04°51'40" East, 51.62 feet;

Thence South 40°23'39" East, 97.46 feet;

Thence South 04°51'40" East, 20.94 feet to the southerly line of said LOT 1;

Thence along said southerly line, the following five (5) courses:

1. South 85°08'20" West, 1,326.06 feet to the beginning of a non-tangent curve, concave to the southeast, having a radius of 231.72 feet, from which point a radial line bears South 50°31'12" West;
2. Northwesterly and westerly along said curve to through a central angle of 53°54'38", an arc length of 218.03 feet:
3. South 85°08'20" West, 1,370.12 feet;
4. South 22°32'00" West, 42.84 feet to the beginning of a non-tangent curve concave to the northeast, having a radius of 335.00 feet, from which point a radial line bears North 02°53'18" West;

5. Northwesterly and northerly along said curve, through a central angle of 112°10'00", an arc length of 655.82 feet to the westerly line of said LOT 1;

Thence leaving said southerly line and along said westerly line the following ten (10) courses:

1. North 19°16'42" East, 388.09 feet to the beginning of a tangent curve concave to the southeast having a radius of 20.00 feet;
2. Along said curve through central angle of 93°36'25", an arc length of 32.67 feet;
3. South 67°06'53" East, 5.00 feet;
4. North 22°53'07" East, 30.00 feet;
5. South 67°06'53" East, 5.63 feet;
6. North 22°53'07" East, 30.00 feet;
7. North 67°06'53" West, 5.00 feet to the beginning of a tangent curve concave to the northeast, having a radius of 20.00 feet;
8. Along said curve through a central angle of 86°23'35", an arc length of 30.16 feet;
9. North 19°16'42" East, 238.47 feet;
10. North 22°32'00" East, 18.08 feet to the **POINT OF BEGINNING.**

Containing 58.308 acres, more or less.

As shown on Exhibit "B" attached hereto and made a part hereof.

For: BKF Engineers

By: _____
Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014

Date: 10-23-2012

K:\Sur10\100166.10 Facebook\MAIN\LEGALS\LLA TE CONNECTIVITY.doc

EXHIBIT "A"
Legal Description

LOT LINE ADJUSTMENT
GIANT PROPERTIES LLC
PARCEL A
FUTURE ADDRESS – 1 FACEBOOK WAY, Menlo Park, CA
(Formerly 312-313 Constitution Drive)

All that real property in the City of Menlo Park, County of San Mateo, California, described as follows:

BEING a portion of PARCEL A and all of PARCEL B, as said parcels are described in that certain GRANT DEED, recorded on December 27, 2010 as Document No. 2010-160809, San Mateo County Records,
ALSO BEING all of the lot as described in that certain LOT LINE ADJUSTMENT, recorded on January 11, 2013 in Document No. 2013-006489, San Mateo County Records,
As said parcels described above are shown on Sheet 1 of 2 Sheets of Exhibit B attached hereto and made a part hereof, and more particularly described as follows:

BEGINNING at the intersection of the northwesterly corner of said PARCEL A with the southerly right-of-way line of HIGHWAY 84, as said right-of-way line is shown on Caltrans Right–of-Way Record Map R-105.2;

Thence along the northerly line of said PARCEL A, North 89°21'50" East, 439.63 feet;

Thence leaving said northerly line, South 31°06'06" East 39.45 feet;

Thence South 00°38'10" East 40.00 feet;

Thence North 89°21'50" East 60.00 feet;

Thence North 00°38'10" West 40.00 feet;

Thence North 29°49'46" East 39.45 feet to said northerly line of PARCEL A;

Thence along said northerly line North 89°21'50" East 79.91 feet;

Thence leaving said northerly line, South 31°06'06" East, 39.45 feet;

Thence North 89°21'50" East, 60.00 feet;

Thence North 29°49'46" East, 39.45 feet to said northerly line of PARCEL A;

Thence along said northerly line and continuing along the northerly line of said PARCEL B, North 89°21'50" East, 1012.83 feet;

Thence continuing along said northerly line, South 82°24'08" East 162.24 feet to the beginning of a tangent curve concave to the southwest, having a radius of 45.00 feet;

Thence along the northerly and easterly line of said PARCEL B the following four (4) courses:

1. Along said curve through a central angle of 81°18'03", for an arc length of 63.85 feet;
2. South 01°06'05" East 171.90 feet;
3. South 14°09'17" West 107.79 feet;
4. South 22°13'35" West 112.48 feet to the southerly line of said PARCEL B;

Thence leaving said easterly line and along said southerly line of said PARCEL A and PARCEL B, South 85°08'20"West, 1767.03 feet to the westerly line of the parcel described in said LOT LINE ADJUSTMENT (Document No. 2013-006489);

Thence leaving said southerly line and along said westerly line North 04°51'40" West 20.94 feet;

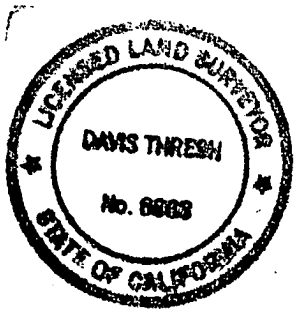
Thence North 40°23'39" East 97.46 feet to the westerly line of said PARCEL A;

Thence along said westerly line, North 04°51'40" West, 482.86 feet to the **POINT OF BEGINNING,** as shown on Sheet 2 of 2 Sheets of Exhibit B attached hereto and made a part hereof

Containing 958,560 square feet or 22.005 acres, more or less.

As shown on Sheets 1 and 2 of 2 sheets on Exhibit "B" attached hereto and made a part hereof.

For: BKF Engineers



By: _____
Davis Thresh, P.L.S. No. 6868
License expires: 09-30-2014

Date: 1-24-2013

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EXHIBIT C

Exhibit C
(Chilco Streetscape Improvements)

Facebook will design and complete certain streetscape improvements (Phases 1, 2, 3B & 4) along Chilco Street between the Bayfront Expressway and Hamilton Avenue, at its sole cost (except as otherwise specified below), and in the approximate locations shown on the attached phasing plan. Facebook shall be responsible for the design of the improvements, subject to the City's reasonable approval and permitting process. Facebook will provide design assistance to the City of Menlo Park for Phase 3A, but the City will be responsible for the costs of installing the improvements and for performing the work. Phases 5 and 6 will be designed and constructed by Facebook, subject to a credit against any construction road impact fees or transportation impact fees assessed against the Project.

As for Phases 1, 2, 3, and 4, the scope of the improvements are as follows:

1) Phase 1 improvements have been completed, and include a new two-way bicycle path & one-way pedestrian path along Chilco St., from the South-East corner of Building 23 (300 Constitution Drive) to an area just north of the railroad tracks. Temporary pathway lighting was also installed.

2) Phase 2 improvements are underway as of September 2016, and include extending the pedestrian and bicycle path improvements from Phase 1, to the north around Building 23, and onto the Chilco Street/Constitution Drive intersection. Phase 2 also includes new landscaping and permanent pathway lighting.

3) Phase 3 Chilco improvements are broken down into two sub-phases:

    a. Phase 3A will include improvements south of the railroad crossing into the Belle Haven neighborhood. Facebook will provide design assistance, including the preparation of bid documents, for this phase, but the City of Menlo Park will be responsible for performing the work. The scope includes the addition of bike lanes along both sides of the street and a crosswalk and curb ramp added to the intersection at Chilco Street and Terminal Avenue, and a sidewalk across from the Fire Station.

    b. Phase 3B will involve restriping the existing bike lanes and a sidewalk on east side of Chilco through the railroad crossing (which will require SamTrans review and approval), as well as constructing the new bicycle/ pedestrian connection near the southwestern corner of Building 21 (as described in the Project Approvals). This new entry is intended as the community's primary access point to the new multi-use bridge which is proposed to be constructed concurrently with Building 21.

4) Phase 4 improvements are broken down into two sub-phases:

    a. Phase 4A improvements will include roadway, intersection and site landscaping improvements from the Chilco Street/Constitution Drive intersection to the Bayshore Expressway. The Environmental Impact Report indicates the need for a signalized intersection at Constitution and two left turn lanes from Chilco into the Facebook campus. Phase 4A improvements are anticipated to be completed prior to the occupancy of Building 22 (as described in the Project Approvals).

b. Phase 4B improvements will include removal of the temporary bicycle/ pedestrian path installed during Phase 1 and installation of a permanent bicycle/ pedestrian path. This design is ongoing and will evolve with the design of Building 22, which is anticipated to undergo a future design review process with the City.

In addition, Facebook will complete certain additional Chilco streetscape improvements requested by the City (Phases 5 and 6).

5) Phase 5 improvements will include design and construction of landscape frontage improvements from the Chilco Street/Constitution Drive intersection south to the new crosswalk being installed as part of the Phase 2. These improvements have not yet been designed, but are intended to include a one-way protected bike lane and a sidewalk at a minimum.

6) Phase 6 improvements will include design and construction of additional landscape frontage improvements from those installed as part of Phase 5 to the railroad tracks near the Chilco Street curve. These improvements have not yet been designed, but are intended to include a one-way protected bike lane and landscaping at a minimum and potentially a sidewalk depending on the final configuration of the Dumbarton Trail.

Phases 5 and 6 will also include installation of bike lane improvements on the northern side of Chilco and streetscape, sidewalk and bike improvements on the southern side of Chilco across the rail crossing.

Phasing Plan — Chilco Streetscape Improvements

***DRAFT* – September 26, 2016**

ORDINANCE NO.___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE DEVELOPMENT AGREEMENT WITH HIBISCUS PROPERTIES, LLC FOR THE PROPERTY LOCATED AT 301-309 CONSTITUTION DRIVE

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

SECTION 1. This Ordinance is adopted under the authority of Government Code Section 65864 *et. seq.* and pursuant to the provisions of City Resolution No. 4159, which establishes procedures and requirements for the consideration of developments within the City of Menlo Park ("City").

SECTION 2. This Ordinance incorporates by reference that certain property at 301-309 Constitution Drive, Menlo Park, CA [APN 055-260-250] ("Development Agreement") by and between the City and Hibiscus Properties, LLC ("Applicant"), attached hereto as Exhibit A *(See Attachment Q of the Staff Report)* and incorporated herein by this reference.

SECTION 3. 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 property at 301-309 Constitution Drive ("Property" or "Facebook Campus Expansion Project"). On October ____, 2016, the City Council certified the EIR.

SECTION 4. The City Council finds that the following are the relevant facts concerning the Development Agreement:

1. The General Plan land use designation for the Property is Limited Industry and the Zoning proposed for the Property is M-2(X) (General Industrial, Conditional Development District).

2. Developer proposes a unified development on the Property consisting of approximately 58.4 acres (2,539,928 square feet).

3. Developer proposes to demolish the existing buildings on-site redevelop the property located at 301-309 Constitution Drive ("Property") by demolishing the on-site buildings, with the exception of Building 23 (300 Constitution Drive) which is proposed to remain, and the subsequent redevelopment of the Project Site with two office buildings totaling no more than 962,400 square feet of office uses and an up to 200 room hotel of approximately 174,800 square feet. The Project would include 3,533 new parking spaces.

SECTION 5. As required by Section 301 of Resolution No. 4159 and based on an analysis of the facts set forth above, 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 amended by the Project Approvals, as that term is defined in the Development Agreement.

2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Property is located, as amended by the Project Approvals.

3. The Development Agreement is in conformity with public convenience, general welfare and good land use practices.

4. The Development Agreement will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City.

5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values within the City.

6. The Development Agreement will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

7. The Development Agreement will result in the provision of public benefits by the Applicant, including, but not limited to, financial commitments.

SECTION 6. 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 7. The ordinance shall take effect 30 days after its passage and adoption. Within 15 days of its adoption, the ordinance shall be posted in three public places within the City, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City prior to the effective date.

INTRODUCED on the _____ of October, 2016.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the _____ of October, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Richard Cline
Mayor, City of Menlo Park

ATTEST:

_____
Margaret S. Roberts, MMC
City Clerk

KEYSER MARSTON ASSOCIATES
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

MEMORANDUM

ADVISORS IN:
REAL ESTATE
AFFORDABLE HOUSING
ECONOMIC DEVELOPMENT

SAN FRANCISCO
A. JERRY KEYSER
TIMOTHY C. KELLY
KATE EARLE FUNK
DEBBIE M. KERN
REED T. KAWAHARA
DAVID DOEZEMA

LOS ANGELES
KATHLEEN H. HEAD
JAMES A. RABE
GREGORY D. SOO-HOO
KEVIN E. ENGSTROM
JULIE L. ROMEY

SAN DIEGO
PAUL C. MARRA

To: Kyle Perata, Senior Planner
City of Menlo Park

From: Keyser Marston Associates, Inc.

Date: September 14, 2016

Subject: Response to Comments on Displacement Analysis

The following memorandum provides responses to comments that were received on an analysis prepared by Keyser Marston Associates, Inc. (KMA) to evaluate the potential for the Facebook Campus Expansion Project ("Project") to cause or contribute to displacement within the City of East Palo Alto and the Belle Haven neighborhood of Menlo Park ("Displacement Analysis") dated June 14, 2016.

Comments on the Displacement Analysis were incorporated within a series of letters addressing comments on both the Draft Environmental Impact Report (Draft EIR) for the Project and the Displacement Analysis. As the Displacement Analysis is a separate document from the Draft EIR, responses to comments on the Displacement Analysis are being provided separately from those on the Draft EIR.

Comments and responses are contained in two attachments:

- **Attachment A: Responses to Comments** – Attachment A provides responses to comments on the Displacement Analysis. Responses are organized based upon the same comment numbering system used for purposes of the Final Environmental Impact Report (Final EIR). For example, response A5.3 refers to the response to the third comment in Letter A5. The italicized text in the beginning of each response contains a summary of each distinct comment.
- **Attachment B: Comment Letters Applicable to Displacement Analysis** – Attachment B reproduces excerpts of the comment letters applicable to the Displacement Analysis that are addressed in this response. Discrete comments from each letter are denoted in the margin by a vertical line and number. In most cases only a few of the comments in each letter relate to the Displacement Analysis; relevant comments have been circled. For responses to the remaining comments and complete copies of each comment letter, please refer to the Final EIR.

ATTACHMENT A

Response to Comments on Displacement Analysis

The following are responses to comments on the Displacement Analysis prepared to evaluate the potential for the Facebook Campus Expansion Project (Project) to cause or contribute to displacement of existing residents in the City of East Palo Alto and Menlo Park's Belle Haven neighborhood. The Displacement Analysis was prepared by Keyser Marston Associates, Inc. and included in a memorandum dated June 14, 2016. Responses are organized by comment letter and numbered based upon the specific comment reference assigned to each individual comment for purposes of the Final Environmental Impact Report (EIR). The applicable comment letters are reproduced in Attachment B.

A5. City of East Palo Alto (letter dated June 30, 2016)

A5.3 *The commenter expresses concern regarding the potential for the Project to result in residential displacement in the City of East Palo Alto and suggests that the existing Facebook campus has caused displacement.* Residential displacement has long been a concern for East Palo Alto. Its prevention has also been a focus of City of East Palo Alto policies; the City's Rent Control and Just Cause Eviction Ordinance being one of the more prominent examples. The Displacement Analysis was prepared principally in response to concerns raised by the City of East Palo Alto to assist in understanding whether the Project would exacerbate existing displacement pressure.

The Displacement Analysis concludes that the City of East Palo Alto is at risk of experiencing displacement, especially for residents who are not homeowners, in rent-controlled apartments, or in deed-restricted affordable units. In addition, over time, residents voluntarily vacating rent controlled units or selling their homes are likely to be replaced by more affluent residents who can afford today's higher market rents and sales prices, which as documented in the Displacement Analysis have trended sharply upward over the last several years.

However, in examining real estate data since occupancy of the existing Facebook Campus, the Displacement Analysis did not find evidence to support the suggestion that the existing Facebook Campus has been a primary contributor to the displacement pressures in the City. As noted on page 4 of the Displacement Analysis, approximately 0.37% of Facebook's existing employees live in East Palo Alto, a level that suggests a nominal influence on market conditions and displacement pressures in East Palo Alto. While the Displacement Analysis indicates that the City experienced significant increases in market prices and rents over the past several years, these conditions are driven by the broader economic boom in Silicon Valley and a wide array of other factors. Similar conditions of escalating housing costs have been experienced throughout the Bay Area, especially in communities that are relatively affordable. The

Displacement Analysis at page 5 describes that, the expansion of Facebook, through its contribution to broader economic / job growth in the region, is anticipated to have a modest indirect influence on home prices and rents in East Palo Alto. Data summarized on page 5 of the Displacement Analysis indicates that Facebook jobs have represented approximately 5% of the job growth in high-wage sectors of the economy in Santa Clara and San Mateo counties over the past five years, which could serve as one possible proxy for the relative contribution to rising housing costs and resulting displacement pressures in East Palo Alto, and regionally, from the existing Facebook Campus.

Reference is made by the commenter to apartment occupancy data on page 17 of the Displacement Analysis as evidence of large-scale displacement. It is important to clarify that the data does not reflect the entire 1,800+ unit multi-building apartment complex known as Woodland Park. The data, which comes from the real estate data provider RealFacts, considers only two of the buildings in the multi-building portfolio representing approximately 10% of the units. Therefore, caution is needed in drawing overly broad conclusions from the occupancy data which may not be representative of occupancy levels for the remaining 90% of the units in the 1,800+ unit apartment complex. This is an additional reason why, as noted on page 4 of the Displacement Analysis, it is difficult to make meaningful comparisons between the RealFacts data for East Palo Alto and that of other cities.

The commenter refers to recent marketing materials prepared by Equity Residential with respect to the Woodland Park property as well as individual homes being marketed for sale in East Palo Alto that reference proximity to Facebook among a list of other nearby employers, amenities and shopping opportunities. These materials show, anecdotally, that there is a perceived marketing advantage in referencing proximity to a high-profile employer such as Facebook. However, since few Facebook employees live in East Palo Alto as previously noted, these marketing materials do not appear to have been successful in attracting Facebook employees. As acknowledged on page 6 of the Displacement Analysis, it is possible that Facebook's presence and the notion of being near to the Facebook campus could have some degree of influence on market perceptions of East Palo Alto even though less than 0.5% of Facebook employees live there, although it is not possible to measure.

A5a.21 *The commenter refers to the rental market data presented in the Displacement Analysis and marketing materials referencing proximity to Facebook as evidence that the existing Facebook campus has caused displacement, requests clarifications and additional data, and indicates that more East Palo Alto residents likely work as contractors and vendors that serve Facebook than are directly employed by Facebook.*

For a response to the comment regarding data on rents and occupancy levels for a large rental property in East Palo Alto and marketing materials referencing proximity

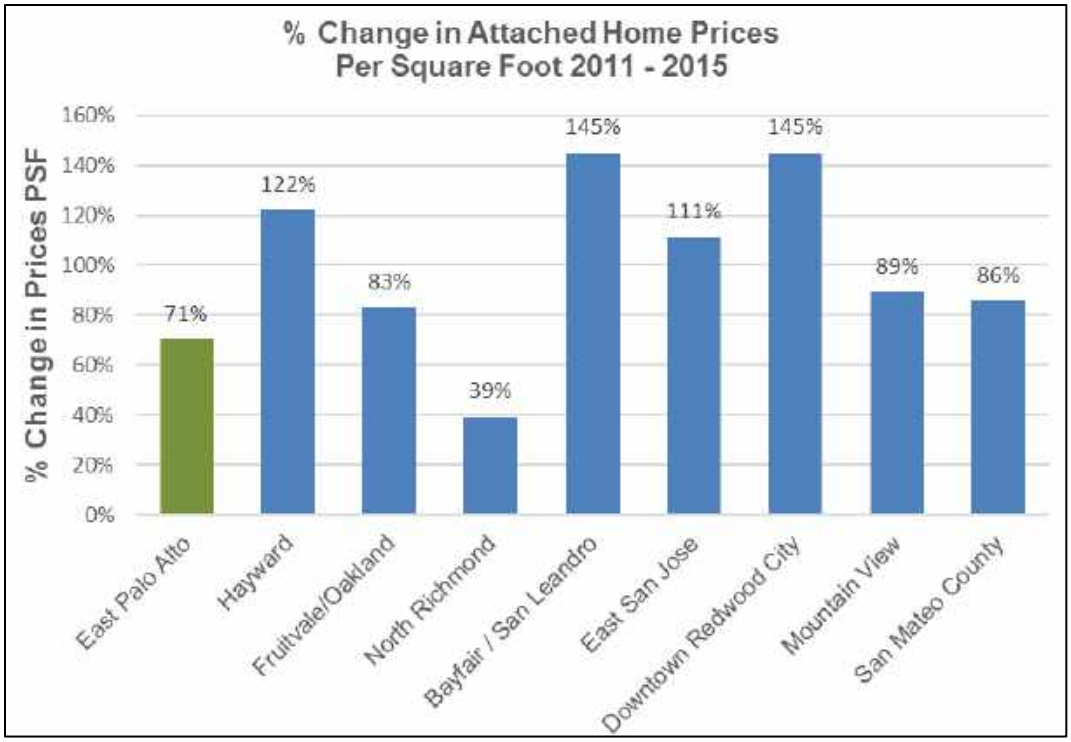
to Facebook (Item No. 25 in the commenters letter), please refer to the response to comment A5.3 which responds to the same concerns raised earlier in commenter's letter.

Regarding the request for clarification on the home sales data described on page 13 of the Displacement Analysis (Item No. 26 in commenter's letter), the data source (DataQuick) includes all home sales whether re-sales or new homes. Given the communities addressed are generally built out, most sales represent existing homes.

The commenter indicates that the data for Downtown Redwood City should not be included because new construction in this area will distort the data. The commenter is correct that Downtown Redwood City has seen a significant share of new units coming online during the period. Since new units generally command a premium in rents over existing units, this likely contributed to the escalation in market rents experienced in Downtown Redwood City as shown in the charts on page 16. A revision to the text on pages 15 and 16 of the Displacement Analysis to clarify is indicated below:

> While average asking rents in East Palo Alto for a 1-bedroom of $1,850 remain below the San Mateo County average of $2,520, by 2015 East Palo Alto's asking rent, previously lowest of all the comparison areas, had surpassed rent levels in Hayward, San Leandro, and East San Jose. Rent growth since 2011 in East Palo Alto is closely followed by Downtown Redwood City of 81%. <u>It should be noted that rent data for Downtown Redwood City reflects completion of three new apartment properties over the period. Because new apartments typically command a premium in rents over existing units, the new units presumably contributed to the above average increase in rents experienced in Downtown Redwood City.</u> Market rent increases for the remaining communities ranged from 32% to 56%. Data on rents was not available for Belle Haven, Oakland / Fruitvale, and North Richmond as the data provider RealFacts does not track asking rents for any 50+ unit apartment properties within those areas. These trends are presented in the charts below with additional details provided in Appendix Table 3.

The commenter requests a graph be provided to show price trends for attached units from 2011 – 2015, similar to the graph on page 13 of the Displacement Analysis addressing single family units (Item No. 27 in commenter's letter). In response, the market data for attached units, which was previously provided in table format on page 40, is presented below in graphical form. The comparative review of market sales price trends for attached units is discussed on page 14 of the Displacement Analysis. As shown below, the percentage change in attached unit prices in East Palo Alto was below that of all but one of the comparison communities surveyed.



Source: DataQuick data summarized on page 40 of the Displacement Analysis.

The commenter indicates that contract workers are more likely to live in East Palo Alto than direct Facebook employees. Workers in fields including food service, landscaping, and building support functions are specifically mentioned by commenter as more likely to be residents of the City East Palo Alto. The commenter suggests these workers were excluded from the Displacement Analysis (Item No. 28 in commenter's letter). However, contrary to the commenter's suggestion, contract workers are included in the Displacement Analysis as shown on Page 21. A more complete break out of contract workers included in the analysis is provided in Draft EIR Appendix 3.12 Tables 8 and 9. Consistent with several commenters' suggestion that contract workers are more likely to live in East Palo Alto, the commute share applied to estimate the number of contract workers who will live in East Palo Alto, as shown on Page 21 of the Displacement Analysis, indicates these workers are estimated to be approximately nine times more likely to live in East Palo Alto than are Facebook employees (3.33% of contract workers are estimated to live in East Palo Alto versus 0.37% of direct Facebook Employees). It is difficult to envision how commenters' expectation that contract jobs would be an especially good fit for the City's existing residents would give rise to a concern regarding displacement.

A5d.120 *The commenter expresses a series of concerns regarding the Displacement Analysis focusing on the employment figures used, questions as to whether contract employees are included, and the factor used to translate the number of workers into the estimated number of housing units required. In addition, several comments focus on the relationship between information presented in the Displacement Analysis and the Draft EIR.*

In summary, in response to concerns raised by the commenter, all on-site employees, whether direct employees of Facebook, contract employees, or otherwise employed within the Project are included for purposes of both the Displacement Analysis and the Draft EIR. Additional detailed responses to the commenter's concerns are provided below.

The commenter requests clarification regarding the relationship between the 7,475 Facebook employees referenced on Page 19 of the Displacement Analysis and the 9,400 employees that represent the sum of two employment figures applicable to the existing Facebook Campus (6,600 for Buildings 10 – 19 and 2,800 for Building 20) from Draft EIR page 2-2. In response, the 7,475 figure refers to the number of Facebook employees at the existing campus as of a snapshot in time in March 2016 used for the sole purpose of identifying the share of Facebook employees that live in East Palo Alto and the Belle Haven neighborhood of Menlo Park. In contrast, the employment figures referenced on page 2-2 of the Draft EIR totaling 9,400 employees refers to the projected total on-site employee count upon full occupancy, which had not yet been reached as of March 2016. There is no inherent discrepancy or conflict in making reference to these two figures. In addition, for the reasons described on page 2-4 of the Draft EIR, Building 23 is not a part of the Project and is therefore not included in the employment estimates for the Project.

The commenter expresses concern regarding use of commute data applicable to direct Facebook employees as representative of contract employees. In response, please refer to page 20 and the table on Page 21 of the Displacement Analysis which clarifies that commute patterns for contract and other non-Facebook employees such as hotel workers are estimated using Census averages rather than the Facebook specific commute figures.

The 6,550 total employment figure applicable to the Project is inclusive of all on-site workers irrespective of their employment relationship to Facebook. The commenter's assertion that contract employees are excluded from this figure is not correct. A breakdown of employees between those in Facebook's offices and those in food service, building services, and security, who will generally be employed by contractors to Facebook, is provided on Appendix 3.12 of the Draft EIR.

Regarding the statement that "data for contract employees has not been provided," that statement on page 19 of the Displacement Analysis refers only to data on commute patterns as indicated by the applicable section heading: "Commute Data for Existing Facebook Campus." As described above, Census data was used to estimate commute patterns for contract employees.

For a response to concerns regarding the average of 1.8 workers per worker household factor derived from the U.S. Census and used to translate the estimated

number of workers to an estimated number of housing units needed, please refer to the Final EIR.

Other matters addressed in comment A5d.120 pertain to the Draft EIR rather than the Displacement Analysis and are addressed within the Final EIR.

A8. Michele Tate, Chair, Housing Commission (letter dated July 11, 2016)

A8.2 *The commenter indicates that the Displacement Analysis would have reached a different conclusion were the proposed amendments to Menlo Park's General Plan considered.* The Displacement Analysis specifically acknowledges some of the land use changes that are under consideration as part of proposed update to the City's General Plan. In particular, the potential new housing in the M-2 Area east of U.S. 101 is discussed on pages 6 and 7 of the Displacement Analysis in the context of potential implications for displacement impacts. While it is possible to discuss, on a general level, how the proposed changes to the General Plan may result in either an increase or decrease in the resulting displacement impacts of the Project, a more precise quantification of outcomes is challenging. Academic research suggests that the effects of new residential development on displacement is different at the neighborhood level than at a regional scale and may be quite varied depending upon specific circumstances at the neighborhood level.[1]

O6. Public Advocates and the American Civil Liberties Union Foundation of Northern California (letter dated July 11, 2016)

O6.4 *The commenter suggests the Project will result in a significant level of displacement in Belle Haven and East Palo Alto and indicates that the environmental effects relating to displacement would therefore need to be analyzed and addressed in the Draft EIR.* The Displacement Analysis found that the Project would have a minor direct influence on housing market conditions in East Palo Alto and the Belle Haven neighborhood of Menlo Park because employees at the Project are estimated to represent a minor share of the housing market in these communities. In addition, indirect effects on the housing market from added demand for housing on a more regional scale is anticipated to represent a relatively modest contribution to displacement pressures. A comparative review of real estate trends since Facebook first occupied the campus did not show clear evidence that there has been a localized influence on market conditions distinguishable from regional trends. Further, existing homeowners and renters occupying rent-controlled units are shielded from potential increases in housing costs. See the Displacement Analysis for a more complete discussion and supporting analysis.

[1] See Zuk, M., & Chapple, K. (2016). *Housing Production, Filtering and Displacement: Untangling the Relationships*. Research Brief. Institute of Governmental Studies at the University of California Berkeley.

O6.21 *The commenter assumes the Project will result in a significant level of displacement in Belle Haven and East Palo Alto and indicates that the resulting environmental effects would therefore need to be addressed in the Draft EIR.* This comment is an elaboration on the same concerns raised earlier in the commenter's letter (comment O6.4). Please refer to the response to comment O6.4 for a discussion.

I13. Christin Evans (e-mail dated July 5, 2016)

I13.2 *The commenter expresses concern regarding displacement and notes that key employees at the local bookstore, Kepler's Books, have been displaced due to rising rents.* The concerns expressed by the commenter are reflective of the recent trend of rapidly escalating housing costs in many communities throughout the Bay Area. Some of these trends have been documented in the Displacement Analysis.

I13.5 *The commenter suggests that displacement will likely occur as a result of the Project.* The Displacement Analysis acknowledges the displacement pressures that are present in East Palo Alto and the Belle Haven neighborhood of Menlo Park and indicates that the Project is anticipated to have a modest incremental influence on market conditions based on its contribution to regional employment and income growth as described on page 4 of the Displacement Analysis.

I28. David Laurence (e-mail dated July 11, 2016)

I28.1 and.2 The commenter expresses concern that the Project will result in displacement in the Belle Haven neighborhood of Menlo Park and the City of East Palo Alto and that a higher share of Facebook workers may seek housing in these communities in the future. Concerns such as those raised by the commenter were a key reason why the Displacement Analysis was prepared to assess the extent to which the Project could exacerbate the substantial displacement pressures already present in these communities. Regarding the less than 1% of Project employees estimated to reside in the Belle Haven neighborhood of Menlo Park and the City of East Palo Alto, these shares were applied because they reflect data for the existing Menlo Park Campus of Facebook and from the Census available to inform an estimate of the number of Project employees likely to seek and find housing in the two communities. While it is possible that a higher share of Project employees might seek housing in East Palo Alto and Belle Haven in the future, as explicitly acknowledged on Page 4 of the Displacement Analysis, it would be speculative to attempt to predict how patterns may shift in the future due to the wide number of factors that influence how people select the neighborhoods in which to live and Project employees would still be expected represent a relatively modest share of the overall housing market in these two communities.

I40. Bernardo Huerta (undated written comments)

I40.1 *The commenter indicates the Displacement Analysis supports "a neighborhood change occurring," and states that the analysis does not address low housing supply or speculation, or analyze the North Fair Oaks neighborhood.* The Displacement Analysis does not advocate "a neighborhood change occurring." The commenter appears to have misinterpreted a statement on Page 9 indicating that East Palo Alto's rent control ordinance protects existing residents from increases in housing costs but does not preclude neighborhood change over the longer term given rents reset to market upon vacancy. The statement is intended to address the limits of rent control in controlling increases in housing costs.

The purpose of the Displacement Analysis was to examine whether the Project itself would specifically contribute to displacement. In identifying the scope of the Displacement Analysis, the decision was made to focus on Belle Haven as it is directly adjacent to the Project and East Palo Alto based on the specific request made by the City of East Palo Alto. North Fair Oaks was not included in the analysis given it is somewhat further away and on the opposite side of U.S. 101 and no specific request was made to include it.

ATTACHMENT B

Excerpts from Comment Letters Applicable to Displacement Analysis

Letter A5

City of East Palo Alto

Office of the Mayor

July 11, 2016

Kyle Perata, Senior Planner
Community Development Department
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Subject: Facebook Campus Expansion DEIR State Clearinghouse #2015062056

Dear Kyle Perata:

This letter and its attachments are provided in response to the Notice of Availability for Public Review of the Draft Environmental Impact Report prepared for the Facebook Expansion DEIR. Thank you for the opportunity to comment on the Facebook Expansion DEIR, and for giving a presentation on this DEIR and the General Plan Update DEIR at the July 5, 2016 East Palo Alto City Council meeting. The impacts of this project are critical to East Palo Alto due to its proximity and scale. As indicated in this letter with its attachments, including letters from Richards,Watson, & Gershon (attachment 5) and Krupka Consulting (attachment 6); the Facebook Expansion DEIR raises a variety of serious legal, public policy and technical questions.

Procedural Omissions

A5.1 The City is dismayed that the Facebook DEIR and General Plan DEIR update were simultaneously released, that the noticing for the Facebook DEIR did not adhere to CEQA Section 15087(a), and that the NOP Response letter from ETB/YUCA was not included in the Facebook DEIR and released with the other NOP respondents' comments.

The Facebook DEIR and General Plan DEIR cover the same geographic area. Releasing both DEIRs simultaneously deprives the public of due process under CEQA. The 45 day CEQA comment period is predicated upon the review of one DEIR, not on the simultaneous review of two DEIRs including the same development projects in the same geographic area.

The Facebook DEIR did not include the NOP response from ETB/YUCA, however it did include the NOP responses from Caltrans, Citizens Committee to Complete the Refuge, City of East Palo Alto, San Mateo County, Menlo Park Fire Protection District, Pat Walker, SamTrans, and US Fish and Wildlife Service. Not including the ETB/YUCA NOP response demonstrates that respondents are treated differently. ETB/YUCA has been a constructive participant in planning processes in East Palo Alto,

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This extraordinary imbalance of land uses produces significant benefits for the cities that have more jobs than homes, and significant fiscal distress and direct, indirect, and cumulative environmental impacts, among them increased traffic, pollution, and noise for cities with fewer jobs. The negative fiscal impact of providing a disproportionate share of the housing for other cities in Silicon Valley is significant. Despite having roughly the same population, East Palo Alto has less than 50% the per capita staff that Menlo Park does, in a large part because of imbalanced land uses.

A5.2 Cont.

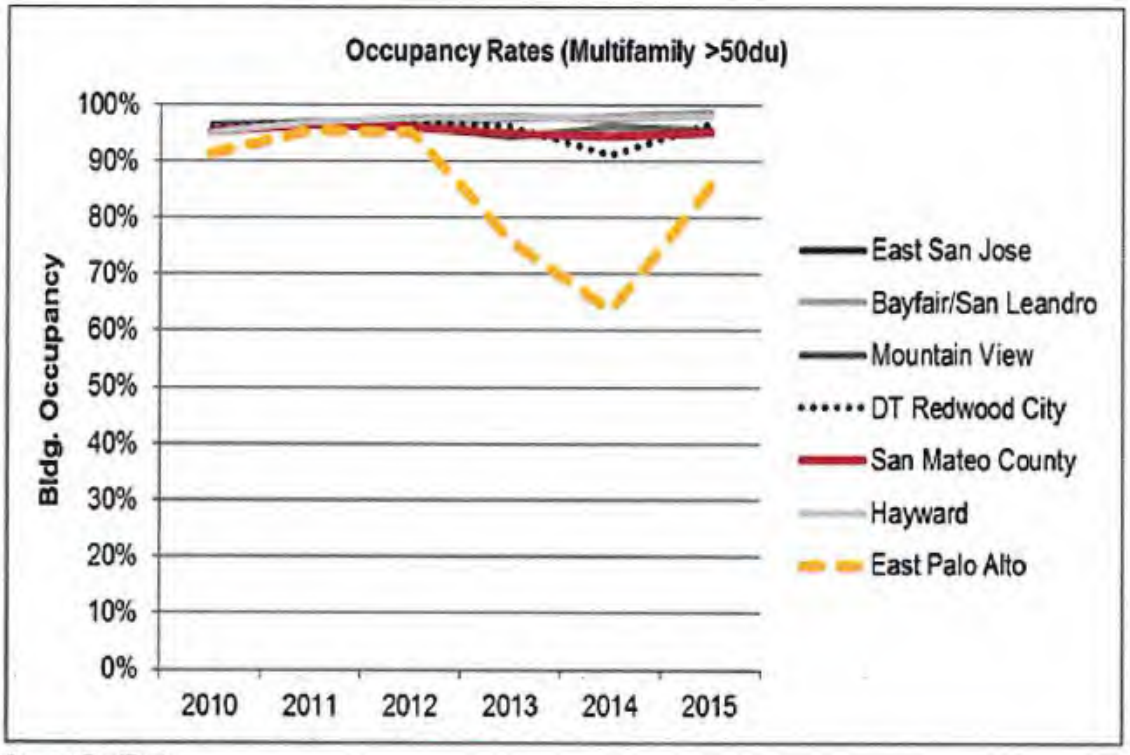
	East Palo Alto	Menlo Park
Population	29,662	33,449
Jobs Per Employed Resident	0.23	1.94
Total Staff	109	259
Total Staff Per 1,000 Residents	3.67	7.74

Source: Census, 2015/2016 Budgets

Residential Displacement

The City of East Palo Alto is deeply concerned about the potential for additional residential displacement. East Palo Alto experienced one of the most severe waves of involuntary residential displacement since the City incorporated in 1983 in the period between the entitlement of the original Facebook project and the opening of the facility. Based on the information in the Keyser Marston Displacement Study, between 2012 and 2015, the largest landlord in East Palo Alto created a 36% vacancy rate while the regional average was a typical 5%.

A5.3



Source: RealFacts

(Source: Keyser Marston Displacement Memo, June 14, 2016, page 17)

That former landlord (Equity Residential) controlled more than 1,800 units, which represented 72% of East Palo Alto's rent controlled units. In the same period, rents for a 1 bedroom increased 89%, which was the largest increase among the area studied. This was not coincidence. Equity Residential's marketing material states: "now is the time to consider affordable East Palo Alto apartments....before the rest of the Facebook and Google employees do!" (Emphasis added). The marketing material is available as attachment #3. Furthermore, the proximity to Facebook is still a prominent factor in local real estate transactions. Research conducted between June 27th and June 29th 2016 indicated that 67% of all for sale homes and 67% of all rental units mention Facebook in their marketing materials. See attachment #3 for an example.

A5.3 Cont.

Traffic/Air Quality

Due to its low jobs per employed resident ratio, East Palo Alto experiences significant traffic that neither originates nor terminates in East Palo Alto. Eighty-four (84%) of the peak hour traffic on University Avenue is cut through traffic by employees driving from homes in the East Bay to jobs in Silicon Valley cities like Menlo Park and Palo Alto.

A5.4

Our traffic concerns include:

The project adds significant traffic to East Palo Alto streets. The traffic study did not include 4 intersections that were requested in the City of East Palo Alto's response to the NOP. The project has a negative impact on 4 intersections, with several allegedly reduced to a less than significant status through the highly optimistic assumption of a 75-90% Peak Hour TDM. These are major impacts that could be avoided if other cities were not expected to provide housing for 95% of the new employees.

A5.5

The assumption that 6,400 new employees will only generate 428 net trips in the morning is not substantiated. Achieving 75% and 90% peak hour TDMs is unrealistically optimistic. Furthermore, the project is fully parked at 3.16 parking spaces per employee (DEIR page 3.3-25), which is inconsistent with assuming such high TDMs.

A5.6

Despite an adopted Specific Plan and Certified EIR for 1.2 million square feet of new office development and 835 residential units, which Menlo Park commented on and therefore knows about, the traffic study did not include traffic from the adopted RBD Specific Plan and Certified EIR. Failure to consider the anticipated traffic led to unrealistic assumptions such that between now and 2040, only one vehicle will turn right from Bay Road onto University in the Peak PM hour. The traffic study did not include conceptual designs and cost estimates for any of the potential mitigations at intersections in East Palo Alto.

A5.7

Air Quality is a significant concern for the City of East Palo Alto. The project exceeds BAAQMD emissions standards in 2020. The proposed mitigation is an emissions offset program which will not reduce emissions at the project site or the adjacent East Palo Alto neighborhood. Air Quality is a significant concern because the State of California CalEnviroScreen Version identifies all of East Palo

A5.8

24. Pages 3.4-27; and 3.4.28: Table 3.4-8 assumes that ROG, NOx, and CO decrease between 2020 and 2040 by 43%, 51%, and 57%, respectively. There is insufficient evidence to support this assumption, and any CEQA finding that relies on this assumption should be revised to a significant impact, with additional local mitigations that will reduce the local impact of the air quality impacts created by the project. A5a.20

Displacement Analysis

25. The displacement analysis reaches the wrong conclusion. The artificial increase in vacancy from a 5% vacancy rate to a 36% vacancy rate so the landlord can "reset rents to market" (page 6) and the 89% increase in rental rates show that there was significant displacement between the time that the first Facebook project received its entitlements and was occupied. Furthermore, the former Landlord (Equity Residential) wrote the following in its marketing material: "now is the time to consider affordable East Palo Alto apartments… before the rest of the Facebook and Google employees do!" See Attachment X of this letter. This real estate impact continues, with 67% of the homes for sale and 67% of the units for rent mention Facebook in their marketing materials.

26. P12: Please clarify that these sale numbers include only existing homes. Not new homes. Downtown Redwood City should not be included in rental calculations because of the high number of new luxury rental projects that have been built and distort the data. A5a.21

27. P14: Include a graph with change in Condo and Townhome prices similar to the one for Single Family Homes. East Palo Alto increases for Condos and townhomes vastly exceeded the regional averages. See page 14.

28. P19 Not including contract workers discounts many of the occupations where, due to educational attainment levels, many East Palo Alto residents work in support functions such as the kitchens, landscaping, and other building support functions that are contracted out. The Fehr and Pehrs Facebook Trip Generation and VMT, dated April 5, 2016, indicated that in September 2015, there were 6,587 Facebook employees, 198 interns, 2,855 vendors, and 550 contractors. It is likely that there are more East Palo Alto residents among the vendors or contractors, and not including them provides an inaccurate picture of the number of people who work at Facebook and live in East Palo Alto.

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	Draft EIR Section	Page Number	Comment
A5d.119 Cont.			providing a decent home and satisfying living environment for every Californian." Pub. Res. Code Sec. 21000 (g).) Further, in the context of overriding significant and unavoidable impacts, the benefits of the project must be found to outweigh the project impacts in order to approve the project. In this case, the project as proposed appears to substantially benefit Menlo Park, while the burdens fall on the neighboring communities saddled with impacts including but not limited to affordable housing, traffic, noise, air quality, greenhouse gas emissions, hazardous materials, and construction impacts. If nothing else, the benefits of the project must be shared more widely with the impacted neighboring communities.
A5d.120	Keyser Marston Displacement Analysis dated June 14, 2016	1	The Evaluation states: "Housing affordability and neighborhood change are socioeconomic issues and not a physical impact to the environment and are therefore reviewed separately from the EIR." This statement fails to acknowledge that housing demand and housing affordability generated by a project may necessitate the construction of new housing, in which case there **is** a physical impact to the environment, which must be analyzed in the EIR. The Evaluation was released on the City's website only **after** the release of the Draft EIR. The Evaluation should have been included in the DEIR for public review and comment. The information in the Evaluation relates directly to the housing demand generated by the Project and the potential for the Project to necessitate construction of new housing, especially new affordable housing. The Evaluation includes significant new information that was essentially added to the DEIR after public notice was given regarding the availability of the DEIR. Releasing the Evaluation belatedly deprives the public of a meaningful opportunity to comment upon a substantial environmental effect of the project – i.e., potentially significant impacts to population growth and housing demand, which necessitates the construction of additional affordable housing.
		6	The Evaluation acknowledges that land use changes under consideration in Menlo Park might allow for up to 4,500 units in the City's industrial district, 3,500 of which would be on Facebook's properties. As the Evaluation states, by increasing the desirability of the area as a housing market, these land use changes could contribute to long-term neighborhood change, increased pressure on housing markets, and an increase in the need for affordable housing. Again, this is significant new information that should have been analyzed in the cumulative impacts section of the DEIR and made available for public review.
		19	The Evaluation appears to rely on figures based on numbers of **direct**

	Draft EIR Section	Page Number	Comment
A5d.120 Cont.			**employees** of Facebook. The Evaluation states that there are 7,475 employees at the existing Facebook campus. The Evaluation also states, however, that "data for contract employees has not been provided." In contrast, the Project Description of the DEIR (p. 2-2) suggests that the existing Facebook campus has roughly 9,400 employees in existing Buildings 10-20 (6,600 + 2,800 = 9,400). This discrepancy needs to be explained. If there are actually 9,400 employees at the existing Facebook campus, then the Evaluation's use of 7,475 as the number of existing employees is inaccurate. The DEIR does not explain this discrepancy. Also, all of these figures seem to ignore the employees in Building 23. The DEIR also fails to provide substantial evidence to support the use of information based on **direct** employees only. How accurately do the percentages for direct employees represent the entirety of the Facebook community with respect to their choice of residential location? How many contract employees are there at Facebook? How many of the new 6,550 employees will be direct employees and how many will be contract employees? Without additional information, the DEIR does not provide a reasonable basis to support the use of these figures as basic assumptions for the projections about future housing demand generated by the Project. Furthermore, the discussion in the Evaluation describes the 7,475 employees as the total number of employees, which excludes potentially 2,000 existing workers. Do the 6,550 new employees projected to be generated by the Project include contract employment positions that will be generated by the Project? The DEIR fails to discuss the distinction between contract workers and direct employees, and potentially underestimates the number of new employee positions being created since it does not appear to include new contract employment positions that might be generated by the Project. The general public must be provided an opportunity to comment on this new significant information. Recirculation would be required in this instance.
		20	The Evaluation states that Facebook offers a cash incentive for employees who rent or purchase a resident within a 10-mile radius of the headquarters campus. This presents significant new information that was not included in the DEIR, and needs to be analyzed in relation to the projections regarding population growth and new housing demand in specific geographic locations. In order to comply with CEQA, the public must have an opportunity to comment on the potentially significant impacts resulting from these types of incentive programs and the potential effect of this type of program on housing patterns and housing

Draft EIR Section	Page Number	Comment
		demand. The Evaluation notes that Facebook plans to exclude East Palo Alto, Belle Haven and North Fair Oaks from its relocation program, but this then begs the question of what the effect of that restriction would be on other types of neighborhoods. The DEIR must analyze the potential impacts of these types of programs, and the public must be given an opportunity to comment on the potentially significant impacts on housing demand.
	20	As mentioned previously, the Housing Needs Analysis does not support the use of a County-wide "worker per household" figure in calculating the number of new households generated by a single project. The DEIR falsely concludes, based on a county-wide figure of 1.8 workers per household, that 6,550 new jobs at a *single* employer (i.e., Facebook) only creates the need for 3,638 new units within commuting distance. This assumes that almost every new Facebook employee will live with another new Facebook employee, without providing any support for why this assumption would be true. The application of this assumption drastically underestimates the housing demand generated by the Project. In turn, using this figure as the basis for the discussion in the Evaluation underestimates the direct housing demand created in East Palo Alto and the Belle Haven neighborhood. The DEIR needs to use a more appropriate figure to determine the number of new households generated by the Project, and needs to support the use of the particular figure. The revisions to the DEIR that would result would drastically change the conclusions and result in significant impacts to population growth and housing demand, which will require recirculation.
	21	The table on page 21 appears to separate housing demand from the project into direct employees and contract employees. It cites to the Housing Needs Analysis and Table 8 for this information, but neither Table 8 nor the DEIR refer to contract employees. This distinction between direct employees and contract employees needs to be explained.

A5d.120 Cont.

Letter A8

July 11, 2016

To: Menlo Park City Council and Planning Commission
From: Housing Commission
Re: Facebook Expansion Comments

Dear Mayor Kline, Mayor Pro Tem Keith, the City Council of the City of Menlo Park, Chair Strehl, Vice Chair Combs and the Planning Commissioners of the City of Menlo Park

The Housing Commission appreciates that Facebook has been a leader partnering with housing developers to ensure affordable units are being built as opposed to having in lieu fees sit in the BMR fund.

Working closely with developers to fund actual projects has benefits, but it also presents unique challenges.

Such partnerships often favor developers with established ties, and traditional finance structures rather than encouraging innovative new models of affordable housing. Established partnerships also mean that higher-risk, higher-reward projects may be delayed due to faster, less controversial developments. For example, if in lieu fees were given, the City would be better positioned to purchase land along the El Camino corridor and build affordable housing downtown. Building affordable housing along the corridor may be a more complex project to manage, but it would promote more equitable placement of affordable housing throughout the City and provide huge environmental advantages.

A8.1

June 29, 2016 was a Special Housing Commission Meeting to hear the details of the Facebook Expansion Project, the Draft EIR, Displacement Analysis and to make a recommendation to the Planning Commission and Council on the Below Market Term Sheet for Facebook Expansion Project at 301-309 Constitution Drive. One of the longer serving Commissioners noted that this meeting, with 26 residents, was the most well attended meeting in her tenure. Housing is vitally important to Menlo Park residents.

Although it's understood the housing crisis we're facing is regional, the Facebook Expansion project has the potential to make an impact on the housing jobs imbalance with innovative projects within the City.

The projections in the current Displacement Analysis demand for 10 units in Belle Haven doesn't accurately reflect the direct and indirect impacts of 6,500 additional employees on the single-family housing stock. Clearly, the study would have distinctly different results if the General Plan had been factored in.

A8.2

A8.2 Cont.

The Housing Commission makes the following recommendations:

- The Displacement Analysis be conducted using projected data

A8.3

- Facebook expansion taxes, use city portion of tax revenue towards affordable housing appropriately placed throughout the City

A8.4

- Approval of the 15 day extension for Both the Facebook EIR and the General Plan EIR requested by many Menlo Park residents and also by our neighbor the City of East Palo Alto

Thank you so much for your time and attention. It is vital that Menlo Park have more housing, housing that is affordable to many and appropriately placed throughout the City of Menlo Park.

Sincerely,

Michele Tate
Chair, Housing Commission

Letter O6

PUBLIC ADVOCATES
MAKING RIGHTS REAL

ACLU
AMERICAN CIVIL LIBERTIES UNION of NORTHERN CALIFORNIA
FOUNDATION

July 11, 2016

Kyle Perata, Senior Planner
City of Menlo Park
Community Development Department, Planning Division
701 Laurel Street
Menlo Park, CA 94025
ktperata@menlopark.org
Via electronic mail

RE: Facebook Campus Expansion Project Draft EIR, State Clearinghouse No. 2015062056

Dear Mr. Perata:

Public Advocates and the ACLU of Northern California submit these comments on the Facebook Campus Expansion Draft Environmental Impact Report. We are joined in these comments by the Envision Transform Build East Palo Alto Coalition, Youth United for Community Action, El Comite de Vecinos del lado Oeste East Palo Alto, Faith in Action Bay Area, Urban Habitat, and Community Legal Services in East Palo Alto.

O6.1

This deeply flawed document fails to comply with the California Environmental Quality Act's basic mandate to provide complete and accurate information about the foreseeable environmental impacts of the project and to consider and adopt mitigation measures to avoid or reduce these impacts.[1]

This massive Project would add 6,550 new employees at the project-site by 2018, increasing the Menlo Park workforce by more than 20 percent,[2] exceeding 2020 job growth projections by 296 percent,[3] and outstripping the total number of jobs the entire city is projected to add by 2040.[4] Meanwhile, Menlo Park already suffers from an extreme affordable housing shortage that forces well over 90 percent of the city's existing workforce to commute in from outside the city.[5] This pattern

O6.2

[1] The DEIR must contain sufficient information to inform "public agency decision-makers and the public generally of the significant environmental effect of a project." Cal. Code of Regs. tit. 14, §15121(a); *Ass'n of Irritated Residents v. County of Madera*, 107 Cal. App. 4th 1383, 1390 (2003). The ultimate decision whether to approve a project is a nullity if based upon an EIR that does not provide the decision-makers and the public with the information about the project required by CEQA. *Napa Citizens for Honesty Gov't v. Napa County Board of Supervisors*, 91 Cal. App. 4th 342, 355-56 (2001).
[2] The City has 31,920 employees as of 2015. DEIR at 3.12-6.
[3] DEIR at 3.12-9.
[4] *See* Menlo Park General Plan Housing Element 2014, p. 68.
[5] *See* Menlo Park General Plan Housing Element 2014, p. 67; *see also* US Census Longitudinal Employee Household Dynamics Dataset 2014; Housing element at 66 ("[T]here are close to twice as many jobs in Menlo Park as employed residents but, regardless, the share is low compared to most other cities in the Bay Area and is attributable to a range of factors such as affordability and availability of housing that limits the ability to find housing within the City.").

O6.2 Cont. of inadequate affordable housing and long commutes has recognized environmental impacts, including traffic and greenhouse gas emissions.[6]

Given employment growth of this magnitude, the DEIR's conclusions that the project would not result in substantial induced population growth[7] or a significant increase in housing demand[8] are O6.3 implausible, lack substantial evidence, and are clearly legally flawed. Moreover, the DEIR wholly fails to consider the indirect and induced jobs that will result from the project, which means that the job-growth analyzed in the document is far lower than what will foreseeably result from the project. The DEIR also omits any analysis of the displacement impacts that the project is likely to cause as O6.4 demand from highly paid Facebook employees drives up housing costs in the neighboring Belle Haven neighborhood and in East Palo Alto, thereby forcing low-income residents to move far away and increase their auto usage and relating environmental impacts.

The DEIR's methodology for evaluating growth-inducing impacts would render CEQA's mandate to study such impacts meaningless, as there is almost no imaginable project for which it would yield a finding of significant impacts.[9] O6.5 Through legally impermissible sleights of hand, such as dividing substantial growth inducing impacts into dozens of pieces and then wishing them away, cherry-picking growth projection data, and failing to address impacts outside the city's geographic boundaries, the DEIR obscures substantial environmental impacts in numerous areas, including transportation, air quality, and climate change.

In addition, the DEIR suffers from multiple other legal deficiencies discussed in this letter, as well as in comments submitted by the Envision Transform Build East Palo Alto Coalition, Professors Chris Benner and Alex Karner, and other parties, including the failure to evaluate the project against existing zoning and planning standards, the failure to evaluate a reasonable range of alternatives, and the failure to consider and implement mitigation measures to address identified significant O6.6 environmental impacts.

Given the fundamental nature of the DEIR's flaws and the massive scale of this project and its foreseeable environmental impacts, we request that the DEIR be revised and recirculated in order to provide members of the public and decision makers with the accurate and transparent analysis to which they are entitled under CEQA.

1. The DEIR Fails to Consider the Thousands of Indirect and Induced Low-Wage Jobs that will Foreseeably Result from the Project

O6.7

Properly assessing the employment growth that will result from the project is a bedrock issue on

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[6] *See* Housing Element at 81 ("There are a number of consequences of the lack of affordable housing in Menlo Park and Silicon Valley. People who work in the community are forced to commute long distances. . . . And the long commutes clog our highways and contribute to climate change.").
[7] DEIR at 3.12-9.
[8] DEIR at ES-68, 3.12-11.
[9] *See* Cal. Code of Regs., tit. 14, §15126.2(d) (An Environmental Impact Report must study "the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment.").

O6.20 Cont.

find housing in the region at all, let alone affordable housing.[50] Even setting aside affordability considerations, the project will clearly exacerbate the already bad jobs-housing ratios in these jurisdictions.[51]

6. The DEIR Fails to Study the Environmental and Health Impacts of Economic Displacement Caused by The Project

The DEIR provides a wholly inadequate analysis of displacement, concluding simplistically that because there are currently no residents in the project area, no displacement will occur. In fact, displacement in the surrounding neighborhood is likely to occur as thousands of new workers, many of whom will be both highly compensated and receive additional financial incentives to live near the Facebook Campus, flood the already-tight housing market in neighboring Belle Haven and East Palo Alto. A recent UC Berkeley Study concluded that both East Palo Alto and Menlo Park have neighborhoods undergoing displacement,[52] and additional high-wage job growth nearby is likely to accelerate this trend. This displacement will have environmental impacts[53] and health impacts[54] that are completely absent from the DEIR's analysis.

O6.21

CEQA requires analysis of direct and indirect impacts, including impacts resulting from social and economic consequences of the project.[55] The DEIR must therefore evaluate the physical, environmental, and health consequences associated with economic displacement. For example, among other steps, the DEIR should model displacement and identify likely trends in displacement,

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[50] *See Napa Citizens*, 91 Cal. App. 4th at 370.
[51] *Cf. Defend the Bay*, 119 Cal. App. 4th at 1266.
[52] *See* The Urban Displacement Project, available at www.urbandisplacement.org. Census tract data compiled by the Project demonstrates that two census tracts in East Palo Alto are at risk of gentrification or displacement; two in Menlo Park are at risk of gentrification or displacement; three are currently undergoing displacement and one is classified as advanced exclusion. See http://www.urbandisplacement.org/sites/default/files/images/cci_rews_data_2015-08-21.xlsx (excerpts attached as Exhibit 8).
[53] *See* TransForm and California Housing Partnership Corporation (CHPC), Why Creating and Preserving Affordable Homes Near Transit is a Highly Effective Climate Protection Strategy (2014), available at http://www.transformca.org/sites/default/files/CHPC%20TF%20Affordable%20TOD%20Climate%20Strategy%20BOOKLET%20FORMAT.pdf, attached as Exhibit 5.
[54] *See* City and County of San Francisco Department of Public Health, The Case for Housing Impacts Assessment: The Human Health and Social Impacts of Inadequate Housing and Their Consideration in CEQA Policy and Practice (May 2004), available at http://www.sustainablecommunitiesindex.org/etc/004_HIAR-May2004.pdf, at 5-11 (noting that "[r]esidential displacement or the permanent loss of area affordable housing can be expected to lead to diverse health effects," including increased psychological and physiological stress, poverty, job loss, overcrowding, homelessness, segregation, and demand for transportation systems and social services, as well as decreased housing safety, indoor air quality, social support, and social cohesion), attached as Exhibit 6; Shireen Malekafzali and Danielle Bergstrom, Healthy Corridor for All: A Community Health Impact Assessment of Transit Oriented Development Policy in St. Paul, Minnesota, Technical Report, PolicyLink (2011), available at http://www.pewtrusts.org/~/media/Assets/0001/HealthyCorridorTechnicalReport_FINAL.pdf?la=en, at 61 ("Displacement can have several negative health outcomes, including increases in infectious disease, chronic disease, stress, and impeded child development…."), attached as Exhibit 7.
[55] Cal. Code of Regs. tit. 14, §15064(e); *see El Dorado Union High Sch. Dist. v. City of Placerville*, 144 Cal. App. 3d 123, 132 (1983) (social effects of increased student enrollment and potential for overcrowding could lead to construction of new facilities and were thus relevant under CEQA; *see also Bakersfield Citizens for Local Control v. City of Bakersfield*, 124 Cal. App. 4th 1184, 1215 (2004) (EIR improperly dismissed possibility that large shopping center could drive other retailers out of business as an economic effect when urban decay and other blight-like conditions could result).

including areas likely to face pressure, number of households affected, the communities expected to absorb these households, and the location and quantity of resulting demand for additional housing construction.

Moreover, to analyze the impacts of displacement only on the project area, as the DEIR does here, is unlawful, inconsistent and illogical. CEQA requires that "[t]he EIR shall … analyze any significant environmental effects the project might cause by bringing development and people into the *area affected*."[56] Specifically, an EIR must "[d]iscuss the ways in which the proposed project could foster economic or population growth, or the construction of additional housing, either directly or indirectly, in the surrounding environment."[57]

O6.21 Cont.

Clearly, a project of this scale would have impacts on the surrounding area, especially given the vulnerability of surrounding low-income tenants who are clinging to homes in two of the last neighborhoods in Silicon Valley in which lower-income households are able to find housing. A foreseeable impact of the project is that market pressures will lead to displacement and an ongoing shortage of homes affordable to low-income households in the adjacent communities. This will force lower-income residents to move to far-flung areas where housing is more affordable, potentially requiring the building of new housing, and almost certainly resulting in an increase in auto trips and vehicle miles traveled (VMT) as displaced residents drive to work, school, worship, social services and other necessities of life, thus inducing "changes … in population distribution."[58]

By ignoring displacement, the DEIR omits an important analysis of environmental impacts. Replacement of low-income residents who are high-propensity riders with higher-income residents who are not may increase GHG emissions, VMT, traffic, and air pollution.[59] CEQA requires that these impacts be fully analyzed and mitigated.

7. The DEIR Incorrectly Bases its Conclusion that Cumulative Project-Induced Growth will be Less than Significant on Population Projections that Fail to Take Into Account Jobs Associated with the Project

O6.22

The DEIR concludes that the project would have less than significant cumulative impacts on the city's population. The DEIR estimates that the project would add 457 new residents to the city, and that in addition to other projects, would result in cumulative growth of 2,320 residents by 2040.[60] The DEIR then states that this would result in a population of 51,929 by 2040. Significantly, the DEIR acknowledges that "[t]his would be above ABAG's projections of 43,200 by 2040, resulting in a potentially significant cumulative impact."[61] But the report then focuses on the project's contributions to the population: "However, the 457 new residents resulting from the project would represent 2.4 percent of the total population growth projected for the city between 2015 and 2040.

[56] Cal. Code of Regs. tit. 14, §15126.2(a) (emphasis added).
[57] Cal. Code of Regs. tit. 14, §15126.2(d).
[58] *See* Cal. Code of Regs. tit. 14, §15126.2.
[59] *See* TransForm and CHPC Study.
[60] *See* DEIR at 3.12-14.
[61] *See id.*

Letter I13

From: Christin Evans <christin@keplers.com>
Sent: Tuesday, July 05, 2016 7:06 PM
To: Perata, Kyle T
Subject: Written comments on Facebook EIR

Kyle,

Please include these written comments as part of the public record on the Facebook EIR. And, please also acknowledge their receipt.

After attending two presentations by the City and Facebook on the proposed campus expansion, I'm unconvinced that community concerns have been sufficiently addressed or reflected in the EIR. Also, specifically, Kyle, I found your personal defense of the findings for EIR's Housing impacts and the additional Displacement analysis to be extremely concerning. There appears to be no recognition in the report or on your part as to the scale of the current housing crisis, the risk to further displacement of the most vulnerable in our community -- the elderly, the disabled, the low and mid wage workers. I13.1

It is an insult to the community's intelligence that the EIR proclaims 'not a significant impact' to the city's housing goals. The reality of adding 6550 more workers to an area that already has insufficient housing for its workers will most certainly have a significant impact on Menlo Park residents in rental units without any rent stabilization or rent control protections. As I testified (though you'd indicated would not be recorded) at the Housing Commission this past week, our business Kepler's Books which has been service to the Menlo Park community for over 60 years, has seen key employees displaced from their homes already due to unprecedented spikes in rents. The Almanac this past week reports as to the situation in San Mateo county, "Between 2010 and 2014, 55,000 new jobs were created in the county but only 2,000 new housing units were built, meaning there were 26 new jobs for every new unit." I13.2

To further worsen the housing crisis with the addition of more workers and no provision for sufficient housing is unconscionable and a clear environmental impact which should be reflected in the proposed Facebook expansion environmental impact report. I13.3

Additionally, your mention during the Housing commission meeting that the possibility that approx. 3500 housing units might also be built by Facebook (but with no requirement that they be built) is wholly inappropriate for you to hold out in meetings as the potential solution to assuage community objections. It is a false concession which is not legally binding and inappropriate to mention to quash community concern and dissent. And, as a city employee which is supposed to provide an impartial and neutral analysis, your comments in defense of the EIR conclusions were entirely inappropriate. I13.4

Based on the 2 community outreach sessions I've attended and your performance and comments at both, I do not believe that you are able to serve as an unbiased party in representing public reaction and in making a recommendation to the City Council once this report is presented to them as an input. Furthermore, the draft EIR clearly doesn't reflect a reality that our business and others in the community have experienced. The EIR as currently written and presented by you in community meetings severely downplays or outright denies the likely outcome of further displacement and a predictable increase in demand for an already scarce housing supply.

I13.5

I thank you for including these remarks in the public record. And, hope that you will strive in the future to provide a more neutral stance as we expect from you and our city officials. Furthermore, its my hope that my written testimony here will clarify to the City Council that the EIR insufficiently addressing the community harm it will have without first addressing the housing crisis before worsening it.

To not actually have new housing units become available (not just a theoretical proposal or zoned plan) before the Facebook proposed expansion will only have a **significant** negative community impact.

Sincerely,
Christin Evans
community member & Director at Kepler's Books
1010 El Camino Real, #100
Menlo Park, CA 94025
christin@keplers.com
personal cell 510-459-5451

Letter I28

From: Dave Laurance <dlaurance@beechwoodschool.org>
Sent: Monday, July 11, 2016 9:01 AM
To: Perata, Kyle T
Subject: Facebook EIR

July 11, 2016

VIA ELECTRONIC MAIL: ktperata@menlopark.org

Kyle Perata, Senior Planner

City of Menlo Park

Planning Division

701 Laurel Street

Menlo Park, CA 94025

Re: Comments on Draft EIR for Facebook Project

Dear Mr. Perata:

As Principal of Beechwood School, I have been able to witness firsthand the major improvements that have been made in Belle Haven over the last 5 years. The City of Menlo Park and corporate partners like Facebook have helped to bring beautiful new parks, improve the community pool and to build a brand new campus for the families who attend Beechwood.

I28.1

In spite of these positive measures, I am deeply concerned about displacement of lower income families due to gentrification and rising housing costs. What we are seeing first hand here at Beechwood is that it is getting harder and harder for families to stay in this neighborhood and it begs the the question: "who are all of these new improvements for?".

Specifically speaking, I have a major contention with the EIR's claim that Facebook's proposed expansion will have "less than significant impact" on housing and population. The claim that is made in the report is that since very small percentage (less than 1%) of current Facebook employees live in Belle Haven and East Palo Alto, we can expect that trend to continue. I strongly question this logic. I anticipate that if the EIR is approved as is, it will be a huge step towards a tipping point where this neighborhood will be inhabited primarily by high income families.

I28.2

I28.3 More affordable housing must be made available or Belle Haven, Menlo Park's last bastion of diversity, will cease to exist as we know it. Please consider a re-evaluation of the impact that this expansion will have on this community and our school.

David Laurance
Principal, Beechwood School

Kyle Perata,

Letter I40

Here are a few of my comments regarding two items in the Draft E.I.R for the Facebook Campus Expansion.

The Displacement Analysis section fails to accept the City of East Palo Alto has strived since its incorporation to address housing issues for its residents and is core to maintain the multi-cultural reason it was incorporated by. It was disappointed to read on the third page at the end of the paragraph entitled "Displacement Risk", the author supports a "neighborhood change occurring" as a natural solution to East Palo Alto housing. In totality this document does not support your neighboring City exceptionality on housing issues. This document does not fully address the low housing supply and speculation furthering increased housing prices. This document does not analyze the North Fair Oaks neighborhood, a similar neighborhood with similar housing price issues. Pressure on North Fair Oaks will be pressure on East Palo Alto housing prices.

I40.1

Please rewrite to support your neighboring City, fully address the low housing supply issue, and address the North Fair Oaks neighborhood.

I40.2 The Transportation section of the Draft E.I.R. has relatively no relief to University Ave. due to under 4 second delays deemed less than significant. I belief it is incorrect than the corner of Willow Rd. and Newbridge St. has

I40.3 a high level of service of an A or B. in East Palo Alto. This section does not include guest, tourist, students, etc. coming and going to Facebook. This section does not include traffic impacts by the new residents of the 885 units under construction.

***DRAFT* – September 26, 2015**

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK ADOPTING FINDINGS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, A STATEMENT OF OVERRIDING CONSIDERATIONS, A MITIGATION MONITORING AND REPORTING PROGRAM, AND CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE FACEBOOK CAMPUS EXPANSION PROJECT LOCATED AT 301-309 CONSTITUTION DRIVE

WHEREAS, Hibiscus Properties, LLC ("Project Sponsor"), an affiliate of Facebook, Inc., submitted an application to redevelop the property located at 301-309 Constitution Drive in the City of Menlo Park with two office buildings and a hotel, publicly accessible open space, and a bicycle and pedestrian bridge across the Bayfront Expressway ("Project"); and

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

WHEREAS, the City released a Notice of Preparation ("NOP") for the Project on June 18, 2015 for a 30-day public review period. The City held a public scoping meeting on July 13, 2015 before the City's Planning Commission to receive comments on the NOP prior to the close of the public review period. Comments received by the City on the NOP and at the public scoping meeting were considered during preparation of the Draft Environmental Impact Report ("EIR"); and

WHEREAS, the Draft EIR was released on May 26, 2016 for a 45-day review period that ended on July 11, 2016. The public review period included several public meetings, including meetings of the Bicycle, Transportation, Housing and Environmental Quality Commissions. On June 20, 2016, the City held a duly noticed Planning Commission hearing that was open to the public and provided the public an opportunity to comment on the Draft EIR. Comments on the Draft EIR were received from 10 public agencies, 8 organizations, and 43 individuals.

WHEREAS, the Draft EIR was filed with the California Office of Planning and Research and copies of the Draft EIR were made available at the Community Development Department, on the City's website and at the Menlo Park Library; and

WHEREAS, on September 15, 2016, the City published a Response to Comments Document that contains all of the comments received during the public comment period, including a transcript of the public hearing, and written responses to

those comments, prepared in accordance with CEQA and the CEQA Guidelines. The Draft EIR and Response to Comments Document constitute the Final EIR; and

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

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Planning Commission on September 26, 2016 at which all persons interested had the opportunity to appear and comment and at which the Planning Commission considered and made recommendations to the City Council regarding on the Final EIR and the merits of the Project; and

WHEREAS, the City Planning Commission having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to recommend that the City Council certify the Final EIR, make the findings required by CEQA, adopt the Statement of Overriding Considerations, adopt the Mitigation Monitoring and Reporting Program, and approve the Project with conditions; and

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Council on October 18, 2016 at which all persons interested had the opportunity to appear and comment and at which the City Council considered the Final EIR and the merits of the Project; and

WHEREAS, the City Council has reviewed the Final EIR, all staff reports pertaining to the Final EIR, the Planning Commission hearing minutes and reports, and all evidence received by the City, including at the Planning Commission and at the City Council hearings and found that the Final EIR was prepared in compliance with CEQA; and

WHEREAS, after closing the public hearing, the City Council acting on its independent judgment and analysis voted affirmatively to certify the Final EIR pursuant to CEQA; and

WHEREAS, the City Council certifies that it has reviewed the comments received and responses thereto and finds that the Final EIR provides adequate, good faith and reasoned responses to the comments. Pursuant to Public Resources Code Section 21082.1(c)(3), the City also finds that the Final EIR reflects the City's independent judgment as the lead agency for the Project and is supported by substantial evidence; and

WHEREAS, the Final EIR identified certain significant and potentially significant adverse effects on the environment caused by the Project; and

WHEREAS, the City Council specifically finds that where more than one reason for approving the project and rejecting alternatives is given in its findings or in the record, and where more than one reason is given for adopting the Statement of Overriding

Considerations, the Council would have made its decision on the basis of any one of those reasons; and

WHEREAS, the City Council desires, in accordance with CEQA, to declare that, despite the potential for significant environmental effects that cannot be substantially lessened or avoided through the adoption of feasible mitigation measures or feasible alternatives, there exist certain overriding economic, social, and other considerations for approving the project that the Council believes justify the occurrence of those impacts; and

WHEREAS, the City Council having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to make the findings required by CEQA, adopt the Statement of Overriding Considerations, and adopt the Mitigation Monitoring and Reporting Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby certifies the Final EIR, makes the following findings with respect to the Project's significant effects on the environment as identified in the Final EIR, as required under Sections 15091, 15092, and 15093 of the CEQA Guidelines, and adopts the Mitigation Monitoring and Reporting Program ("MMRP"):

I. CERTIFICATION OF THE FINAL ENVIRONMENTAL IMPACT REPORT

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

II. RECORD OF PROCEEDINGS

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

(a) The NOP and all other public notices issued by the City in conjunction with the Project;

(b) All applications for approvals and development entitlements related to the Project and submitted to the City;

(c) The Draft EIR for the Project, dated May 2016;

(d) All comments submitted by agencies or members of the public during the public comment period on the Draft EIR;

(e) The Final EIR for the Project, including comments received on the Draft EIR, responses to those comments, and the technical appendices, dated September 2016;

(f) The MMRP for the Project;

(h) All reports, studies, memoranda, maps, staff reports, or other planning documents related to the Project prepared by the City, or consultants to the City, or by the Applicant with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the Project;

(i) All documents submitted to the City (including the Planning Commission and City Council) by other public agencies or members of the public in connection with the Project;

(j) Any minutes and/or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the Project;

(k) All matters of common knowledge to the Planning Commission and City Council, including, but not limited to:

(i) City's General Plan and other applicable policies;
(ii) City's Zoning Ordinance and other applicable ordinances;
(iii) Information regarding the City's fiscal status;
(iv) Applicable City policies and regulations; and
(v) Federal, state and local laws and regulations.

(l) Any other materials required for the record of proceedings by CEQA Section 21167.6(e).

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

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

The Final EIR for the Project concluded that there would be significant environmental impacts. The City finds that by incorporating into the Project all the mitigation measures outlined in the Mitigation Monitoring and Reporting Program, the impacts discussed below are reduced to a less than significant level.

A. AESTHETICS

Impact AES-3: New Sources of Light and Glare. The Project could create a new source of substantial light or glare that could adversely affect daytime or nighttime views in the area.

Mitigation Measure AES-3.1: Design Lighting to Meet Minimum Safety and Security Standards. Concurrent with the building permit submittal, the Project Sponsor shall incorporate lighting design specifications to meet minimum safety and security standards. The comprehensive site lighting plans shall be subject to review and approval by the City's Community Development Department, Planning Division, prior to building permit issuance for the first building on the site.

The following measures shall be included in all lighting plans.

- Luminaries shall be designed with cutoff-type fixtures or features that cast low-angle illumination to minimize incidental spillover of light onto adjacent private properties. Fixtures that shine light upward or horizontally shall not spill any light onto adjacent private properties.
- Luminaries shall provide accurate color rendering and natural light qualities. Low-pressure sodium and high-pressure sodium fixtures that are not color-corrected shall not be used, except as part of an approved sign or landscape plan.
- Luminary mountings shall be downcast and pole heights minimized to reduce the potential for backscatter into the nighttime sky and incidental spillover onto adjacent properties and undeveloped open space. Light poles shall be no higher than 20 feet. Luminary mountings shall be treated with non-glare finishes.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the lighting designs are feasible and would reduce potential light spillage impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to light spillage would not be significant.

Mitigation Measure AES-3.2: Treat Reflective Surfaces. The Project Sponsor shall ensure the application of a low-emissivity coating on exterior glass surfaces of proposed structures. The low-emissivity coating shall reduce the reflection of visible light that strikes the exterior glass and prevent interior light from being emitted brightly through the glass.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the anti-reflection

designs are feasible and would reduce light reflection and glare impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to light reflection and glare would not be significant.

B. TRANSPORTATION

Impact TRA-1: Impacts on Peak-Hour Traffic at Study Intersections under Background Plus-Project Conditions. Increases in traffic associated with the Project would result in increased delays during peak hour, causing potentially significant impacts on the operation of specific study intersections identified below.[1]

Mitigation Measure TRA-1.1*:* Provide Increased Traffic Capacity on Peak-Hour LOS under Background-Plus Project Conditions. Mitigation Measure TRA-1.1 incorporates the analysis of potential impacts on intersection identifies potential measures to mitigate or reduce Project impacts where feasible.

Mitigation Measure TRA-1.2. Reduce the Peak-Hour Share of Vehicle Trips Allowable under the Trip Cap, for both the Project Site and Buildings 10-19 to no more than 50 Percent of Allowable Vehicle Trips During each 2 Hour Peak Commute Period. The Project trip cap, as proposed, would allow up to 69 percent of vehicle trips within each 2-hour peak commute period to enter or exit the site within a single peak hour. Similarly, the approved vehicle trip caps for Buildings 10-20 currently allow up to 70 percent of permitted vehicle trips within each 2-hour peak commute period to occur within a single hour. The proposed mitigation would reduce the maximum number of allowable peak-hour vehicle trips to no more than 50 percent of the 2-hour peak-period vehicle trip cap for both the Project site and Buildings 10-19. Table 3.3-7 provides a comparison of the potential peak 1-hour vehicle trips under the Project and with the proposed mitigation. As shown, the proposed mitigation would reduce the total volume of allowed peak-hour vehicle trips to the Project site and Buildings 10-19 by 28 percent.

(a) Sand Hill Road & I-280 Northbound On-Ramp (#2)

During the p.m. peak hour, the intersection of Sand Hill Road and the I 280 northbound on-ramp (study intersection #2) operates unacceptably at LOS E under existing and background conditions, reflecting the delay experienced by westbound vehicles when approaching I-280. Traffic associated with the Project would increase average delay to approximately 19 seconds, exceeding the impact threshold of 4 seconds for Caltrans intersections. The increased delay could be mitigated by modifying signal timing during the p.m. peak hour to increase the allocation of green time to the westbound approach

[1] This section discusses impacts on those study intersections that are avoided or reduced to less-than-significant levels with implementation of feasible mitigation. Impacts on study intersections that are found to be significant and unavoidable are addressed in Section IV, below. Specific study intersection impacts are identified in the Final EIR by letter (i.e., (a), (b), (c), etc.); that same format is carried forward in these Findings for consistency.

(by up to 10 seconds during the p.m. peak hour). However, as described below, this mitigation would not be necessary under background plus-Project conditions because Mitigation Measure TRA-1.2 (discussed below) would modify the Project trip cap to limit the number of vehicle trips that could occur during a single peak hour (see Mitigation Measure TRA 1.2).

With implementation of Mitigation Measure TRA-1.2, the net increase in the number of vehicle trips resulting from the Project during the p.m. peak hour would be reduced by more than 90 percent. Therefore, with Mitigation Measure TRA-1.2, the change in delay would not be anticipated to exceed 4 seconds, and the impact would be reduced to a less-than-significant level.

(e) Bayfront Expressway & Chilco Street (#40)

During the p.m. peak hour, the potential impact reflects increased eastbound delay on Bayfront Expressway where traffic approaches the Dumbarton Bridge due to an increase in conflicting northbound movements at Chilco Street under background plus-Project conditions. The analysis assumes that two left-turn lanes and a separate right-turn lane would be provided as planned and funded improvements. However, the intersection would be anticipated to continue to operate at an unacceptable LOS of E.

The provision of one additional eastbound lane (for a total of four through lanes) on Bayfront Expressway would mitigate the intersection impact but would not improve net vehicle delay at the approach to the Dumbarton Bridge unless accompanied by measures to reduce downstream delay. The mitigation is not be feasible given the downstream lane configurations and environmental constraints, including those related to the wetlands and marsh area north of Bayfront Expressway.

With implementation of Mitigation Measure TRA-1.2 (described above), the net increase in the number of vehicle trips resulting from the Project during the p.m. peak hour would be reduced by more than 90 percent. This intersection would be anticipated to operate acceptably at LOS D. Therefore, with Mitigation Measure TRA-1.2, the impact would be reduced to a less-than-significant level.

(f) Chilco Street & Constitution Drive (#45)

During the a.m. and p.m. peak hours, traffic volumes at this all-way stop-controlled intersection would increase significantly, because this intersection would serve as one of the two vehicle access points to the Project site. The intersection operates acceptably under existing conditions during both the a.m. and p.m. peak hours. The intersection would continue operating acceptably under background conditions during the a.m. peak hour but would operate unacceptably at LOS F during the p.m. peak hour, reflecting increased traffic with full occupancy of Building 23 under background conditions in combination with the additional traffic that would be generated by approved projects in the Bayfront (formerly M-2) area.

The Project would provide motor vehicle access to proposed Building 22, existing Building 23, and the proposed hotel via the Chilco Street and Constitution Drive intersection; direct motor vehicle access to proposed Building 21 would be provided from a proposed signalized intersection on Bayfront Expressway. Approximately 58 percent of the proposed parking supply would be accessed from the Chilco Street and Constitution Drive intersection. No changes to lane configurations or intersection control at the Chilco Street and Constitution Drive intersection are proposed as part of the Project. The Project would result in LOS F during the a.m. peak hour under background plus-Project conditions; southbound vehicle queues on Chilco Street, at the approach to the Project entrance, would extend onto Bayfront Expressway. During the p.m. peak hour, vehicles would experience significant delay when exiting the Project site; the delay would exceed the impact threshold. Although queuing at the intersection of Bayfront Expressway and Chilco Street in the a.m. peak hour is not considered an impact, based on the City's LOS criteria, it is a safety concern for the site. The improvements identified below were designed to mitigate this impact.

The proposed mitigation for peak-hour impacts at the intersection of Chilco Street and Constitution Drive would provide the following elements to accommodate inbound a.m. and outbound p.m. traffic movements:

- Installation of a traffic signal and signalized pedestrian crossings on all four legs of the intersection.
- Provision of three southbound lanes on the one-block segment of Chilco Street, between Bayfront Expressway and Constitution Drive, to include two southbound left-turn lanes to accommodate the volume of left-turning vehicles entering the Project site. In addition, during the a.m. peak hour, provision of a "split-phase" signal operation on Chilco Street is recommended.
- Provision of a northbound left-turn lane on Chilco Street approaching Constitution Drive.
- Provision of two outbound lanes on Chilco Street exiting the Project site.

With implementation of this mitigation measure, the intersection would operate acceptably at LOS D during both peak hours. Bicycle lanes should be accommodated in the proposed improvements on Chilco Street, tying into the proposed improvements the Project Sponsor is constructing on Chilco Street as a separate project, and on Constitution Drive. These improvements are required to be operational prior to Building 22 occupancy. With these improvements, this impact would be reduced to a less-than-significant level.

(i) University Avenue & US 101 Southbound Ramps (#56)

During the a.m. peak hour, the intersection operates acceptably at LOS C under existing conditions and LOS D under background conditions. The addition of Project traffic would result in an unacceptable LOS of E during the a.m. peak hour at this Caltrans-controlled intersection in East Palo Alto. During the p.m. peak hour, the intersection currently operates unacceptably at LOS E under existing conditions; the net

change under background plus-Project conditions would not exceed the 4-second threshold. Therefore this impact would be less than significant during the p.m. peak hour but potentially significant during the a.m. peak hour.

Mitigation Measure TRA-1.2 (described above) would reduce allowable net Project vehicle trip generation by more than 75 percent during the a.m. peak hour. This intersection would be anticipated to operate acceptably at LOS D during the a.m. peak hour. Therefore, with Mitigation Measure TRA-1.2, the impact would be reduced to a less-than-significant level.

(j) University Avenue & Woodland Avenue (#57)

During the a.m. peak hour, this intersection operates at LOS F under existing and background conditions. Under background plus-Project conditions, the increase in a.m. peak-hour delay compared with background conditions would exceed the applicable impact threshold for East Palo Alto intersections that operate at LOS F (i.e., delay to critical movements increases by more than 4 seconds and the critical v/c ratio increases by 0.01).

Provision of a dedicated right-turn lane on the westbound approach leg from Woodland Avenue would mitigate the impact. However, this potential mitigation is not recommend because it would encourage cut-through traffic via Woodland Avenue, potentially affecting the Willows neighborhood in Menlo Park and Woodland neighborhood in East Palo Alto. To avoid facilitating use of Woodland Avenue as a cut-through route, this potential mitigation is not recommended, consistent with City policies that discourage cut-through traffic in residential neighborhoods. In addition, because the intersection is not within the city of Menlo Park, implementation of this potential mitigation cannot be guaranteed.

Mitigation Measure TRA-1.2 (described above) would reduce the allowable net Project vehicle trip generation by more than 75 percent during the a.m. peak hour; the net change in delay to critical movements would not exceed the thresholds described above. Therefore, with Mitigation Measure TRA-1.2, the impact would be reduced to a less-than-significant level.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: For each of the intersections identified above, changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that mitigation measures described above in connection with each identified intersection, in addition to Mitigation Measure TRA-1.2, which would require the Project Sponsor to spread trips equally between the peak hours and apply the same requirement to its existing Campus buildings, are feasible and would reduce impacts on these study intersections to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to the identified study intersections would not be significant.

Impact TRA-4: Pedestrian Connections Under Background Plus-Project Conditions. The Project would result in a lack of adequate pedestrian connections to the area circulation system under background plus-Project conditions.

Mitigation Measure TRA-4.1: Provide External Pedestrian Connections to the Area Circulation System and Adjacent Land Uses. The proposed mitigation would include providing and/or contributing to the cost of pedestrian improvements to eliminate gaps in the sidewalk network in key areas that provide access routes to and from the Project site. The improvements outlined below were selected to provide an immediate connection to the Project site.

a. Constitution Drive

The Project Sponsor shall construct sidewalks along one side of Constitution Drive between Chilco Street and Chrysler Drive and pedestrian crosswalks and curb ramps at Chilco Street & Constitution Drive and Jefferson Drive & Constitution Drive. Construction of a sidewalk and crossing improvements along this section of Constitution Drive, in conjunction with other planned and funded sidewalk construction in the area, will provide continuous pedestrian access from the Project site throughout the Bayfront Area (formerly M-2 area).

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the external pedestrian connections/improvements are feasible and would reduce impacts to pedestrians to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to pedestrian connections would not be significant.

Impact TRA-5: Bicycle Connections Under Background Plus-Project Conditions. The Project would result in a lack of adequate bicycle connections to the area circulation system under background plus-Project conditions, resulting in potentially significant impacts.

Mitigation Measure TRA-5.1: Provide bicycle connections to the area circulation system and adjacent land uses. The recommended mitigation would include providing and/or contributing to the cost of bicycle improvements to eliminate gaps in the bicycle network that are likely to be used as key access routes to the Project site, including bicycle connections to and from the Menlo Park Caltrain station.

a. Hamilton Avenue

The Project Sponsor shall install bicycle boulevard treatments on Hamilton Avenue between Chilco Street and the pedestrian/bicycle overcrossing of US 101. Bicycle boulevards generally include treatments to facilitate travel by bicyclists. Typical treatments generally include stop-sign modifications, lane markings, signage, and wayfinding elements. This designation is consistent with the street classification proposed in the ConnectMenlo draft Circulation Element.

b. Northbound Access to the Project Site for Bicyclists

The Project Sponsor shall provide facilities for northbound bicyclists to cross Willow Road and access the Project site, thereby minimizing vehicle/bicycle conflicts. Such facilities may include a two-stage left-turn queue box, or similar improvements, to

accommodate northbound left-turn movements for bicyclists at the Willow Road/Hamilton Drive intersection from the curbside bicycle lane, in conjunction with a Class I pathway or similar improvements for northbound bicyclists to the travel on the west side of Willow Road between Hamilton Avenue and the Project site.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the bicycle improvements are feasible and would reduce impacts to bicycle connections to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to bicycle connections would not be significant.

Impact TRA-6: Pedestrian and/or Bicycle/Vehicle Conflicts. The Project design would cause increased potential for pedestrian and/or bicycle/vehicle conflicts, resulting in potentially significant impacts.

Mitigation Measure TRA-6.1: Refine the Project Design to Minimize Conflicting Movements between Bicycles, Pedestrians, and Other Travel Modes within the Project Site. The design for bicycle and pedestrian crossings, similar to the design at the Building 20 driveway, should direct bicycle and pedestrian traffic to the signalized intersection at Bayfront Expressway to avoid conflicts with motor vehicles and shuttle buses at uncontrolled crossings. The Project Sponsor shall work to minimize conflicts to the satisfaction of the transportation manager prior to approval of the site plan for construction.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the design for bicycle and pedestrian crossings are feasible and would reduce pedestrian and/or bicycle/vehicle conflicts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to pedestrian and/or bicycle/vehicle conflicts would not be significant.

Impact TRA-10: Peak-Hour Traffic Impacts at Intersections Under Cumulative 2040 Existing General Plan Plus-Project Conditions. Increases in peak-hour vehicle traffic associated with the Project would result in increased delays during AM and PM peak hours causing significant and unavoidable impacts on the operation of study intersections under Cumulative 2040 Conditions with the Existing General Plan.

Mitigation Measure TRA-10.1: Provide Increased Traffic Capacity to Address Project Impacts on Peak-Hour LOS under Cumulative 2040 Existing General Plan plus-Project Conditions. Mitigation Measure TRA 10.1 identifies potential measures to mitigate or reduce Project impacts where feasible.

(a) Sand Hill Road and I-280 Northbound Off-Ramp (#1)

During the a.m. peak hour, the eastbound intersection of Sand Hill Road and the I-280 Northbound Off-Ramp (study intersection #1) operates at LOS D under Existing Conditions, would operate unacceptably at LOS E under Cumulative 2040 Existing General Plan Conditions without the Project, and would degrade further to LOS F with the addition of Project trips, reflecting traffic delay exiting the I-280 northbound freeway.

With implementation of Mitigation Measure TRA-1.2, the net increase in peak hour vehicle trips resulting from the Project during the a.m. peak hour is reduced by more than 75 percent. With Mitigation Measure TRA-1.2 the intersection would operate at LOS E and the net change in delay resulting from the Project would be reduced to less than 4 seconds. Therefore, with Mitigation Measure TRA 1.2 the Project contribution to the impact at this location under 2040 existing General Plan plus-Project conditions would be reduced to a less-than-significant level.

(c) El Camino Real & Ravenswood Avenue-Menlo Avenue (#28)

During the a.m. peak hour, traffic associated with the Project would result in an unacceptable LOS under cumulative 2040 existing General Plan plus-Project conditions. Potential mitigation would be to provide a right-turn pocket on Menlo Avenue, where it approaches El Camino Real, and a third through lane on El Camino Real in both the northbound and southbound directions. These measures are identified in the City's TIF program. The Project Sponsor's payment of the TIF shall mitigate this impact. With implementation of this mitigation measure, the intersection would operate acceptably, and the impact would be reduced to a less-than-significant level.

(g) Chilco Street & Constitution Drive (#45)

This impact, identified under background plus-Project conditions, pertains to the design of the Project entrance, as described above in Mitigation Measure TRA-1.1f. With implementation of this mitigation measure, the intersection would operate acceptably, and this impact would be reduced to a less-than-significant level.

(h) Chrysler Drive & Constitution Drive (#46)

During the p.m. peak hour, the intersection of Chrysler Drive and& Constitution Drive (study intersection #46) operates acceptably at LOS C under cumulative 2040 existing General Plan conditions without the Project. Traffic associated with the Project would cause LOS to degrade to an unacceptable LOS of D during the p.m. peak hour under cumulative 2040 existing General Plan plus-Project conditions.

With implementation of Mitigation Measure TRA-1.2, the net increase in the number of peak-hour vehicle trips resulting from the Project during the p.m. peak hour would be reduced by more than 90 percent, and the intersection would operate acceptably at LOS C. Therefore, with Mitigation Measure TRA-1.2, the Project impact at this location under 2040 existing General Plan plus-Project conditions would be reduced to a less-than-significant level.

(i) University Avenue & Adams Drive (#47)

The Project impact was identified under background plus-Project conditions. Additional delay would occur under cumulative 2040 existing General Plan plus-Project conditions, triggering an impact during both the a.m. and p.m. peak hours (see Mitigation Measure TRA-1.1g). This impact would remain significant and unavoidable under existing General Plan plus-Project conditions. (SU)

Installation of a traffic signal at this location would be recommended under 2040 cumulative conditions with the proposed General Plan. Therefore, if the proposed General Plan is adopted, this impact could be mitigated to a less-than-significant level (see Mitigation Measure TRA-13.1i).

(j) University Avenue & Bay Road (#51)

The Project was identified to have a potential impact during the p.m. peak hour under cumulative 2040 existing General Plan plus-Project conditions. With implementation of Mitigation Measure TRA-1.2, the net increase in the number of peak-hour vehicle trips resulting from the Project during the p.m. peak hour would be reduced by more than 90 percent. With Mitigation Measure TRA-1.2, the change in delay would not be anticipated to exceed 4 seconds, and the impact would be reduced to a less-than-significant level.

(l) University Avenue & US 101 Southbound Ramps (#56)

Additional delay would occur under cumulative 2040 existing General Plan plus-Project conditions, triggering a potential impact during the p.m. peak hour.

With implementation of Mitigation Measure TRA-1.2, the net increase in the number of peak-hour vehicle trips resulting from the Project during the p.m. peak hour would be reduced by more than 90 percent. Therefore, with Mitigation Measure TRA-1.2, the change in delay would not be anticipated to exceed 4 seconds, and the impact would be reduced to a less-than-significant level.

(m) University Avenue & Woodland Avenue (#57)

The Project impact was identified under background plus-Project conditions. Additional delay would occur under cumulative 2040 existing General Plan plus-Project conditions, triggering an impact during the p.m. peak hour.

With implementation of Mitigation Measure TRA-1.2, the net increase in the number of peak-hour vehicle trips resulting from the Project during the p.m. peak hour would be reduced by more than 90 percent Therefore, with Mitigation Measure TRA-1.2, the change in delay would not be anticipated to exceed 4 seconds, and the impact would be reduced to a less-than-significant level.

In addition, implement Mitigation Measure TRA-1.2, above.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: For each of the intersections identified above, changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that mitigation measures described above in connection with each identified intersection, in addition to Mitigation Measure TRA-1.2, which would require the Project Sponsor to spread trips equally between the peak hours and apply the same requirement to its existing Campus buildings, are feasible and would reduce impacts on these study intersections under cumulative 2040 existing General Plan plus-Project conditions to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to the identified study intersections would not be significant.

Impact TRA-13: Peak-Hour Traffic Impacts at Intersections Under Cumulative 2040 Proposed General Plan Conditions. Increases in peak-hour vehicle traffic associated with the Project would contribute to increased delays during the a.m. and p.m. peak hours in 2040 under the proposed General Plan (ConnectMenlo), causing a significant and unavoidable impact on the operation of study intersections.

Mitigation Measure TRA-13.1: Increase Traffic Capacity to Address Impacts on Peak-Hour LOS under Cumulative 2040 Proposed General Plan Conditions. This measure describes the types of mitigation measures that would be necessary to mitigate impacts at each affected location to less than significant.

(a) Sand Hill Road & I-280 Northbound Off-ramp (#1)

This a.m. peak-hour impact was identified under cumulative 2040 existing General Plan plus-Project conditions (see Impact TRA-10.1a) and mitigated to less-than-significant levels with the peak-hour trip reduction described under Mitigation Measure TRA-1.2. Average delay would change by less than 1 second under the proposed General Plan, and impact findings would remain consistent with cumulative 2040 General Plan plus-Project conditions. The Project impact would, therefore, remain less than significant with Mitigation Measure TRA-1.2 under cumulative 2040 proposed General Plan conditions.

(b) El Camino Real & Ravenswood Avenue-Menlo Avenue (#28)

The intersection would operate unacceptably during both the a.m. and p.m. peak hours under cumulative 2040 proposed General Plan conditions. As described above under Mitigation Measure TRA 10.1c, the provision of a right-turn pocket on Menlo Avenue, where it approaches El Camino Real, and a third through lane on El Camino Real is identified in the City's TIF program. The Project Sponsor's payment of the TIF shall mitigate this impact to a less-than-significant level.

(f) Chrysler Street & Constitution Drive (#45)

This impact, also identified under background plus-Project conditions, pertains to the design of the Project entrance (see Mitigation Measure TRA-1.1). With implementation of this Project mitigation measure, the intersection would operate acceptably and this impact would be reduced to a less-than-significant level.

(g) Chilco Street & Constitution Drive (#46)

This impact was also identified under cumulative 2040 existing General Plan plus-Project conditions. With implementation of Mitigation Measure TRA-1.2, the net increase in peak-hour vehicle trips resulting from the Project during the p.m. peak hour would be reduced by more than 90 percent and the Project contribution to increased delay would be less than 4 seconds. Therefore, with Mitigation Measure TRA-1.2, the Project impact at this location under 2040 proposed General Plan conditions would be reduced to a less-than-significant level.

(h) University Avenue & Adams Drive (#47)

LOS at this intersection reflects delay on the side-street stop-controlled approach from Adams Drive. Signalization of this intersection would be warranted under cumulative 2040 proposed General Plan conditions with buildout of ConnectMenlo, including the Project. Therefore, signalization of this intersection should be included in the City's TIF program. The Project Sponsor's payment of the TIF shall mitigate this impact, and the impact would be less than significant.

(i) University Avenue & Bay Road (#51)

The intersection operates at LOS F during the p.m. peak hour under existing conditions, reflecting primarily northbound traffic as it approaches the Dumbarton Bridge.

Increased delay would exceed the significance threshold under cumulative 2040 proposed General Plan conditions, reflecting added traffic to/from the other development sites (west of University Avenue and east of Willow Road) identified under the proposed General Plan. Replacement of the east/west "split-phase" signal on Bay Street with standard protected signal phases would allow eastbound and westbound pedestrian crossings to occur simultaneously and reduce p.m. peak-hour delay at this intersection. Because the intersection is not under the control of the City of Menlo Park,

implementation of potential mitigation to reduce peak-hour delay at this location cannot be guaranteed.

Project traffic would occur primarily in the reverse-peak direction (southbound) during the p.m. peak hour. In addition, Mitigation Measure TRA-1.2 would reduce the net increase in the number of p.m. peak-hour vehicle trips generated by the Project by approximately 90 percent. Therefore, the Project would not result in increased p.m. peak-hour delay that would exceed the impact threshold under background plus-Project or cumulative 2040 existing General Plan plus-Project conditions.

Under cumulative 2040 proposed General Plan conditions with Mitigation Measure TRA 1.2, the Project would not be anticipated to result in additional delay to critical movements that would exceed 4 seconds, and Project trips would not result in the critical v/c ratio exceeding the impact threshold. The Project contribution to this cumulative impact would be less than significant with Mitigation Measure TRA-1.2.

(k) University Avenue & US 101 Southbound Ramps (#56)

During the p.m. peak hour, this intersection operates unacceptably at LOS E under existing conditions; it would remain at LOS E under background plus-Project and cumulative 2040 existing General Plan plus-Project conditions. With implementation of Mitigation Measure TRA-1.2, the net increase in the number of peak-hour vehicle trips resulting from the Project during the p.m. peak hour would be reduced by more than 90 percent. Therefore, with Mitigation Measure TRA-1.2, the intersection would be anticipated to operate at LOS E, consistent with existing conditions. The Project contribution to this cumulative impact would be less than significant with Mitigation Measure TRA-1.2.

In addition, implement Mitigation Measure TRA-1.2.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: For each of the intersections identified above, changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that mitigation measures described above in connection with each identified intersection, in addition to Mitigation Measure TRA-1.2, which would require the Project Sponsor to spread trips equally between the peak hours and apply the same requirement to its existing Campus buildings, are feasible and would reduce impacts on these study intersections under cumulative 2040 Proposed General Plan plus Project conditions to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to the identified study intersections would not be significant.

C. AIR QUALITY

Impact AQ-2a: Construction Criteria Air Pollutant Emissions. Construction activities at the Project site could result in the generation of regional criteria pollutant emissions during construction in excess of BAAQMD thresholds.

Mitigation Measure AQ-2.1: Implement BAAQMD Basic Construction Mitigation Measures to Reduce Construction-Related Dust. The Project Sponsor shall require all construction contractors to implement the basic construction mitigation measures recommended by BAAQMD to reduce fugitive dust emissions. Emission reduction measures shall include, at a minimum, the following measures. Additional measures may be identified by BAAQMD or contractor as appropriate.

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. Recycled water, to be purchased through advance arrangement with the City of Redwood City or the City of Palo Alto, shall be used to water all exposed surfaces.
- All haul trucks transporting soil, sand, or other loose material offsite shall be covered.
- 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.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- A publicly visible sign shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that dust control measures are feasible and would ensure that air emissions during construction impacts remain at a less-than-significant level.

Remaining Impacts: Any remaining impacts related to construction air emissions would not be significant.

Impact AQ-2b: Operational Criteria Air Pollutant Emissions. Operational activities at the Project site could result in the generation of regional criteria pollutant emissions during operation in excess of BAAQMD thresholds.

Mitigation Measure AQ-2.2: Offset NOx Emissions Generated during Project Operation that are above the BAAQMD NOx Average Daily Emission Threshold. The Project Sponsor shall, prior to occupancy of the first building within the Project, enter into an agreement with the City to develop an alternative or complementary offsite mitigation program to offset operational NOx emissions to the level established by the BAAQMD thresholds for the years in which the Project's emissions exceed the BAAQMD threshold. The offsite mitigation program shall require Project Sponsor to provide a one-time payment to the City to establish a program to fund emission reduction projects through grants and similar mechanisms within the City of Menlo Park. The amount of such payment shall be calculated based on then-current BAAQMD Carl Moyer Program cost-effectiveness limit multiplied by the emissions that exceed BAAQMD's average daily threshold for each year that emissions exceed the threshold plus a five percent administrative fee to fund procurement of offsite emission reductions for the Project's projected operational emissions.

Potential projects shall be limited to those which will reduce emissions for each year in which the project's emissions exceed the BAAQMD threshold through the end of 2025, which is when the Project's operational emissions are projected to be below the average daily thresholds, including, but not limited to, the following:

- Alternative fuel, low-emission school buses, transit buses, and other vehicles.
- Diesel engine retrofits and repowers.
- Bike Sharing Programs.
- Electric vehicle charging stations and plug-ins

All offsite reductions must be quantifiable, verifiable, and enforceable. The Project Sponsor shall engage a qualified air quality expert to coordinate with the City to identify a list of potential projects eligible for funding. Emission reduction projects shall be funded so that the Project's emissions are reduced each year until the end of 2025. The air quality expert retained by the Project Sponsor shall provide a report within one year

of occupancy of the first building within the Project identifying the projects that were funded and associated NOx emissions expected to be realized for each year out until the end of 2025. Annual reporting of the implementation of emissions reduction projects shall be required until the Project's emissions are less than the BAAQMD threshold without the offsets.

If a sufficient number of emissions reduction projects are not identified to meet the required performance standards in the City of Menlo Park, Project Sponsor shall consult with a qualified air quality expert to ensure conformity is met through some other means of achieving the performance standard of achieving net zero operational emissions in excess of BAAQMD's average daily thresholds through 2025, including (but not limited to) payment of a one-time mitigation offset fee to BAAQMD's Strategic Incentives Division plus a five percent administrative fee to fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin. Reporting for any emissions reduction projects outside the City shall be completed on the same schedule as indicated above for emission reduction projects in the City.

If annual reports indicate that emission reductions do not adequately reduce project emissions to a level below the BAAQMD threshold for any year, then a penalty of 200 percent shall be imposed that will require the Project Sponsor to obtain an additional year of offsets based on the amount of emissions by which the Project's emissions exceed the BAAQMD threshold for the next following year (e.g., if the 2019 emissions exceed the threshold by five tons, then 10 tons of emissions must be provided by 2020).

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that offsetting NOx emissions are feasible and would ensure that air emissions during Project operation remain at a less-than-significant level.

Remaining Impacts: Any remaining impacts related to construction air emissions would not be significant.

Impact AQ-3: Result in a Cumulatively Considerable Net Increase of any Criteria Pollutant for which the Project Region is Nonattainment. The Project could result in the generation of criteria pollutant emissions that would result in a cumulatively considerable net increase.

Mitigation Measures: Implement Mitigation Measures AQ-2.1 and AQ-2.2.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant

environmental effect as identified in the EIR. The City finds that offsetting criteria pollutant emissions are feasible and would ensure that cumulative air emissions during Project operation remain at a less-than-significant level.

Remaining Impacts: Any remaining impacts related to cumulative air emissions would not be significant.

Impact AQ-4a: Exposure of Existing Sensitive Receptors to Substantial Pollutant Concentrations During Construction. The Project would expose existing sensitive receptors to substantial pollutant concentrations during construction.

Mitigation Measures: Implement Mitigation Measure AQ-2.1.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that dust control measures are feasible and would ensure that air emissions during construction impacts remain at a less-than-significant level.

Remaining Impacts: Any remaining impacts related to construction air emissions would not be significant.

Impact C-AQ-2b: Cumulative Criteria Pollutants during Operation. Operational activities associated with the Project could generate substantial ROG, NOX, and PM10 emissions in excess of BAAQMD thresholds.

Mitigation Measures: Implement Mitigation Measure AQ-2.2.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that offsetting cumulative NOx emissions are feasible and would ensure that air emissions during Project operation remain at a less-than-significant level.

Remaining Impacts: Any remaining impacts related to construction air emissions would not be significant.

D. GREENHOUSE GAS EMISSIONS

Impact GHG-1: Greenhouse Gas Emissions. The Project would not generate GHG emissions, either directly or indirectly, that would have a significant impact on the environment.

Mitigation Measure GHG-1.1: Implement BAAQMD Best Management Practices for Construction. The Project Sponsor shall require all construction contractors to implement the BMPs recommended by BAAQMD to reduce GHG emissions. Emissions reduction measures shall include, at a minimum, the use of local building materials (at least 10 percent), the recycling and reuse of at least 50 percent of construction waste or demolition material, and the use of alternative-fuel vehicles for construction vehicles/equipment (at least 15 percent of the fleet).

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that BAAQMD BMPs are feasible and would reduce potential greenhouse gas impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to greenhouse gas emissions would not be significant.

E. NOISE

Impact NOI-1: Exposure to Excessive Noise Levels. The Project could expose persons to or generate noise levels in excess of standards established in the General Plan, noise ordinance or applicable standards of other agencies.

Mitigation Measure NOI-1.1: Implement Noise Control Measures to Reduce Construction Noise during Project Construction. The Project Sponsor shall submit a Construction Noise Plan for review and approval by the Planning and Building Divisions prior to the issuance of the demolition permit. The Project Sponsor shall comply with construction noise limits specified in Section 8.06 of the City of Menlo Park Municipal Code by implementing measures during demolition and construction of the Project. These measures may include, but are not limited to:

- To the extent feasible, schedule the noisiest construction activities, such as demolition and grading activities, during times that would have the least impact on nearby residential and other receptors. This could include restricting construction activities in the areas of potential impact to the early and late hours of the workday, such as from 8:00 a.m. to 10:00 a.m. or 4:00 p.m. to 6:00 p.m., Monday through Friday.
- Use best available noise control techniques (e.g., improved mufflers, equipment redesign, intake silencers, ducts, engine enclosures, acoustically attenuating shields

or shrouds) on equipment and trucks used for Project construction wherever feasible.

- Use hydraulically or electrically powered impact tools (e.g., pile drivers, jack hammers, pavement breakers, rock drills) used for Project construction wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, use an exhaust muffler on the compressed air exhaust; this muffler can lower noise levels from the exhaust by up to about 10 dBA. Use external jackets on the tools themselves where feasible. This could achieve a reduction of 5 dBA. Use quieter equipment, such as drills, rather than impact equipment whenever feasible.
- Use “quiet” gasoline-powered compressors or electric compressors, and use electric rather than gasoline- or diesel-powered forklifts for small lifting to the extent feasible.
- Locate stationary noise sources, such as temporary generators, as far from nearby receptors as possible; such sources shall be muffled and enclosed within temporary enclosures and shielded by barriers or other measures to the extent feasible.
- Install temporary noise barriers (generally approximately 8 feet in height) around construction areas adjacent to sensitive receptors to reduce construction noise from equipment to acceptable levels. Specifically, the noise barriers shall reduce noise levels during the hours of 8:00 a.m. to 6:00 p.m. on weekdays to 85 dBA at a distance of 50 feet from the construction equipment. In addition, the noise barriers shall reduce overall construction noise to less than 60 dBA Leq, as measured at the applicable property lines of adjacent uses, during the hours of 7:00 a.m. to 8:00 a.m. and 6:00 p.m. to 10:00 p.m. weekdays and 7:00 a.m. to 10:00 p.m. on Saturdays. The noise barriers shall be installed unless an acoustical engineer submits documentation that confirms that barriers are not necessary to achieve these attenuation levels or provides specific locations and heights to achieve the required attenuation.
- Prohibit trucks from idling along streets serving the construction site.
- Prior to any pile-driving activities, notify all surrounding property owners and occupants within 300 feet of the Project site, informing them of the estimated start date and duration.
- Implement “quiet” pile-driving technology (e.g., vibratory pile driving or pre-drilled pile holes) where feasible, in consideration of geotechnical and structural requirements and conditions.
- Monitor the effectiveness of noise attenuation measures by taking noise measurements during pile-driving activities to ensure compliance with the 85 dBA standard at 50 feet for construction equipment and during general construction occurring during non-exempted daytime hours to ensure compliance with the 60 dBA Leq daytime standard.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant

environmental effect as identified in the EIR. The City finds that the noise control measures are feasible and would reduce potential construction equipment noise impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to construction equipment noise would not be significant.

Mitigation Measure NOI-1.2: Implement Noise Control Measures to Reduce HVAC Noise during Project Operation. The Project Sponsor shall design the Project HVAC system to limit noise to the applicable standard at the property line of nearby noise-sensitive receptors. Measures that can implemented to achieve this include, but are not limited to:

- Maximize the distance between HVAC systems and nearby sensitive receptors,
- Provide enclosures around the HVAC units,
- Incorporate local barriers around equipment, and
- Utilize mufflers or silencers on HVAC systems.

Prior to the issuance of building permits, the Project Sponsor shall prepare a report, identifying measures that will be implemented to ensure that exterior HVAC noise levels will comply with the following noise limits:

- The 60 dBA Leq daytime and 50 dBA Leq nighttime noise standards for equipment located on the ground,
- The zoning ordinance limit of 50 dBA at a distance of 50 feet for roof-mounted equipment.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the noise control measures to reduce HVAC noise during Project operation are feasible and would reduce potential operational noise impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to HVAC noise would not be significant.

Mitigation Measure NOI-1.3: Install Sound Enclosures around Emergency Generators. The Project Sponsor shall reduce the sound level from the operating generators to a maximum sound level of less than the 60 dBA noise standard at nearby noise-sensitive land uses. Measures that could accomplish this standard include, but are not limited to:

- Installing sound enclosures around all emergency generators,

- Utilizing mufflers to reduce generator noise, and
- Utilizing equipment that meets this standard.

Prior to the issuance of building permits, the Project Sponsor shall prepare a report, identifying measures that shall be implemented to ensure that exterior noise levels from emergency generators comply with the 60 dBA Leq daytime/nighttime noise standards.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that installing sound enclosures around emergency generators is feasible and would reduce potential operational noise impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to emergency generator noise would not be significant.

Mitigation Measure NOI-1.4: Limit Generator Testing to Daytime Hours. The Project Sponsor shall limit generator testing to between the hours of 8:00 a.m. and 6:00 p.m.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that limiting generator testing to daytime hours is feasible and would reduce potential operational noise impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to operational noise would not be significant.

Mitigation Measure NOI-1.5: Design Enclosures around Mechanical Equipment Associated with the Recycled Water System to Limit Exterior Noise. The Project Sponsor shall design the recycled water system such that noise generated by mechanical equipment complies with the City noise standards of 60 dBA Leq (daytime) and 50 dBA Leq (nighttime) at nearby residences. Measures that could accomplish this include, but are not limited to:

- Designing equipment room enclosures, access doors, and other equipment room openings to limit noise that could be transmitted to the exterior
- Utilizing mufflers to limit blower noise

Prior to the issuance of building permits, the Project Sponsor shall prepare a report, identifying measures that shall be implemented to ensure that exterior noise levels from the recycled water system comply with the daytime and nighttime noise standards.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that enclosures around mechanical equipment associated with the recycled water system are feasible and would reduce potential operational noise impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to operational noise would not be significant.

Impact NOI-3: Substantial Permanent Increase in Ambient Noise Levels. The Project would result in a permanent increase in ambient noise levels in the Project vicinity, above levels existing without the Project.

Mitigation Measures: Implement Mitigation Measures NOI-1.2 through NOI-1.5.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the operational noise control measures are feasible and would reduce potential operational noise impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to operational noise would not be significant.

Impact NOI-4: Substantial Temporary or Periodic Increase in Ambient Noise Levels. The Project could result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity, above levels existing without the Project.

Mitigation Measures: Implement Mitigation Measure NOI-1.1.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the noise control measures are feasible and would reduce potential construction equipment noise impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to construction equipment noise would not be significant.

Impact C-NOI-1: Cumulative Exposure to Excessive Noise. The Project, in combination with other development within the city, could result in a substantial increase in exposure of persons to noise in excess of the standards established in the City General Plan or Municipal Code. The Project's contribution would be cumulatively significant.

Mitigation Measures: Implement Mitigation Measure NOI-1.1.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the noise control measures are feasible and would reduce potential construction equipment noise impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to construction equipment noise would not be significant.

F. CULTURAL RESOURCES

Impact CUL-2: Impacts on Archaeological Resources. The Project has the potential to encounter and damage or destroy previously unknown subsurface archaeological resources during construction.

Mitigation Measure CUL-2.1: Perform Construction Monitoring, Evaluate Uncovered Archaeological Features, and Mitigate Potential Disturbance of Identified Significant Resources at the Project Site. Prior to demolition, excavation, grading, or other construction-related activities on the Project site, the Project Sponsor shall hire a qualified professional 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) to monitor, to the extent determined necessary by the archaeologist, Project-related earth-disturbing activities (e.g., grading, excavation, trenching). In the event that any prehistoric or historic-period subsurface archaeological features or deposits, including locally darkened soil (midden), that could conceal cultural deposits, animal bone, obsidian, and/or mortar are discovered during demolition/construction-related earthmoving activities, all ground-disturbing activity within 100 feet of the discovery shall be halted immediately, and the Planning and Building Divisions shall be notified within 24 hours. The City shall consult with the Project archaeologist to assess the significance of the find. Impacts on any significant resources shall be mitigated to a less-than-significant level through data recovery or other methods determined adequate by the City that are consistent with the Secretary of the Interior's Standards for Archaeological Documentation. If Native American archaeological, ethnographic, or spiritual resources are discovered, all identification and treatment of the resources shall

be conducted by a qualified archaeologist and Native American representatives who are approved by the local Native American community as scholars of the cultural traditions. In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. When historic archaeological sites or historic architectural features are involved, all identification and treatment is to be carried out by historical archaeologists or architectural historians who meet the Secretary of the Interior's professional qualifications for archaeology and/or architectural history.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that monitoring, evaluation, and mitigation of archaeological features is feasible and would reduce potential impacts to archaeological features to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to archaeological features would not be significant.

Impact CUL-3: Impacts on Paleontological Resources. The Project could destroy a unique paleontological resource or site or unique geologic feature.

Mitigation Measure CUL-3.1: Conduct Protocol and Procedures for Encountering Paleontological Resources. Prior to the start of any subsurface excavations that would extend beyond previously disturbed soils, all construction forepersons and field supervisors shall receive training by a qualified professional paleontologist, as defined by the SVP, who is experienced in teaching non-specialists to ensure they recognize fossil materials and follow proper notification procedures in the event any such materials are uncovered during construction. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who shall evaluate its significance.

If a fossil is determined to be significant and avoidance is not feasible, the paleontologist shall develop and implement an excavation and salvage plan in accordance with SVP standards. Construction work in these areas shall be halted or diverted to allow recovery of fossil remains in a timely manner. Fossil remains collected during the monitoring and salvage portion of the mitigation program shall be cleaned, repaired, sorted, and cataloged. Prepared fossils, along with copies of all pertinent field notes, photos, and maps, shall then be deposited in a scientific institution with paleontological collections. A final Paleontological Mitigation Plan Report shall be prepared that outlines the results of the mitigation program. The City shall be responsible for ensuring that the monitor's recommendations regarding treatment and reporting are implemented.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the protocol and procedures for encountering paleontological resources is feasible and would reduce potential impacts to paleontological features to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to paleontological features would not be significant.

Impact CUL-4: Impacts on Human Remains. The Project has the potential to encounter or discover human remains during excavation or construction.

Mitigation Measure CUL-4.1: Comply with State Regulations Regarding the Discovery of Human Remains at the Project Site. If human remains are discovered during any construction activities, all ground-disturbing activity within 50 feet of the remains shall be halted immediately, and the county coroner shall be notified immediately, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. Additionally, the Planning and Building Divisions shall be notified. If the remains are determined by the county coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The Project Sponsor shall also retain a professional archaeologist with Native American burial experience to conduct a field investigation of the specific site and consult with the Most Likely Descendant, if any, identified by the NAHC. As necessary, the archaeologist may provide professional assistance to the Most Likely Descendant, including the excavation and removal of the human remains. The City of Menlo Park Community Development Department, Planning Division, shall be responsible for approval of recommended mitigation as it deems appropriate, taking account of the provisions of state law, as set forth in State CEQA Guidelines Section 15064.5(e) and Public Resources Code Section 5097.98. The applicant shall implement approved mitigation, to be verified by the Planning Division, before the resumption of ground-disturbing activities within 50 feet of where the remains were discovered.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the State regulations for discovery of human remains during construction are feasible and would reduce potential impacts to human remains to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to human remains would not be significant.

G. BIOLOGICAL RESOURCES

Impact BIO-2: Indirect Impacts on Special-Status Species. The Project could result in increased predation of special-status bird and mammal species that inhabit nearby saltwater and brackish water marshes in the Don Edwards National Wildlife Refuge.

Mitigation Measure BIO-2.1: Install Bird Perching Deterrents on All New Buildings and Other Elevated Structures, Including the Bicycle/Pedestrian Bridge. The Project Sponsor shall implement the following measures to protect special-status species from increased predation on the Project site:

- For all new buildings constructed on the Project site, as well as the bicycle/pedestrian bridge and northern bridge approaches, the Project Sponsor shall install bird deterrents along suitable perching sites to deter avian predators of special-status species that inhabit the adjacent salt marshes. Such deterrents may include one or more of the following: bird spikes, bird netting, an electric shock track, sound deterrents, or perching deterrents approved by CDFW and/or USFWS.
- Trees that are used for replacement landscaping, especially those planted on rooftops, shall consist of species that generally do not exceed 30 feet in height to limit the visibility of adjacent salt marshes to the north. These trees may include native or non-invasive nonnative ornamental species. Species with broad canopies are preferred because tress with tall, narrow canopies (e.g., palms or conifers) generally provide better hunting perches for raptors. Additionally, trees that are planted on the rooftops of the new buildings shall be located away from the edge of the roof and planted with a reduced line of sight to the Bay.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that the installing bird perching deterrents on all buildings and other elevated structures are feasible and would reduce potential impacts to special-status species to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to special-status species would not be significant.

Impact BIO-3: Impacts on Native Wildlife Nursery Sites. The removal of buildings, trees, shrubs, or woody vegetation and the installation of new buildings and lighting could affect native migratory birds.

Mitigation Measure BIO-3.1: Conduct Pre-construction Surveys for Nesting Migratory Birds. The Project Sponsor shall implement the following measures to reduce impacts on nesting migratory birds:

- To facilitate compliance with state and federal law (California Fish and Game Code and the MBTA) and prevent impacts on nesting birds, the Project Sponsor shall

avoid construction during the nesting season (February 1 through September 14) or conduct pre-construction surveys, as described below.

- If it is not feasible to avoid the nesting season, the Project Sponsor shall hire a qualified wildlife biologist with demonstrated experience to conduct a survey for nesting birds, including raptors, no earlier than 3 days prior to the commencement of ground-disturbing activities and vegetation removal (including clearing, grubbing, and staging). The area surveyed shall include all construction areas within the Project site as well as areas within 250 feet outside the boundaries of the areas to be cleared or as otherwise determined by the biologist.
- If construction activities related to the multi-use bicycle/pedestrian bridge and occurring on the northern side of the Bayfront Expressway are initiated during the nesting bird season, within 3 days prior to the start of construction, a survey shall be conducted by a qualified biologist to determine whether western snowy plovers are nesting within 600 feet of the proposed construction area. Surveys shall be conducted on two week intervals, between February 1 and through May 30, or longer, if necessary, as determined by the biologist based on the behavior and habitat. If an active nest is identified, a buffer of 600 feet shall be established between the construction area and the nest, and the nest shall be periodically monitored by a qualified biologist to determine when it is no longer active (at which point the buffer will no longer be needed). If there is a visual barrier, such as a levee or dense vegetation, between the construction area and the nest, such that the plover will not be able to see construction activity from the nest, then the Project Sponsor may coordinate with the USFWS to determine whether a reduced buffer would be sufficient to allow work to occur without disturbing the nesting plovers.
- A nest survey shall be required prior to implementation of Phase 1 and Phase 2 of the Project and when construction work stops at a portion of the site where suitable nesting habitat remains for more than 15 days. Additionally, at least one nest survey shall be conducted at the beginning of each year of Project implementation between February and May. As discussed in Chapter 2, Project Description, Project implementation will occur between 2016 and 2022. The need for additional surveys shall be determined by the qualified wildlife biologist and based on the results of the initial survey.
- If the biologist finds active nests during the survey, he or she shall establish species-specific no-disturbance buffer zones for each nest with use of high-visibility fencing, flagging, or pin flags. No construction activities shall be allowed within the buffer zones. The size of the buffer shall be based on the species sensitivity to disturbance and planned work activities in the vicinity. The buffer shall remain in effect until the nest is no longer active.
- If structure demolition activities cannot occur outside of the nesting season, the Project Sponsor or its contractor shall remove inactive nests from the structure to be demolished and install nest exclusion measures (i.e., fine mesh netting, panels, or metal projectors) outside of the nesting season. All exclusionary devices shall be monitored and maintained throughout the breeding season to ensure that they are successful in preventing the birds from accessing cavities or nest sites. No more than 3 days prior to building demolition activities, a qualified biologist shall conduct a

pre-construction survey of all potential nesting habitat on the structure to be demolished and the surrounding areas for the presence of active nests. If active nests are found on the building or in the affected area, then demolition activities shall not proceed until the biologist verifies that all nests on the building are inactive.

- After all surveys and/or nest deterrence activities are completed, the biologist shall complete a memorandum detailing the survey effort and results and submit the memorandum to the City within 7 days of survey completion.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that preconstruction surveys are feasible and would reduce potential impacts to nesting birds to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to nesting birds would not be significant.

Mitigation Measure BIO-3.2: Implement Bird-Safe Design Standards into Project Buildings and Lighting Design. The Project Sponsor or its contractor shall implement the following measures to minimize hazards to birds:

- Reduce large areas of transparent or reflective glass.
- Locate water features, trees, and bird habitat away from building exteriors to reduce reflection.
- Reduce or eliminate the visibility of landscaped areas behind glass.
- Turn non-emergency lighting off at night, especially during bird migration season (February–May and August–November).
- Include window coverings that adequately block light transmission from rooms where interior lighting is used at night and install motion sensors or controls to extinguish lights in unoccupied spaces.
- Design and/or install lighting fixtures that minimize light pollution, including light trespass, over-illumination, glare, light clutter, and skyglow, while using bird-friendly colors for lighting when possible. San Francisco's Standards for Bird-safe Buildings document[2] provides a good overview of building design and lighting guidelines to minimize bird/building collisions.

[2] City and County of San Francisco. 2011. *Standards for Bird-Safe Buildings*. San Francisco Planning Department. July 14. Available: <http://www.sf-planning.org/ftp/files/publications_reports/bird_safe_bldgs/Standards%20for%20Bird%20Safe%20Buildings%20-%2011-30-11.pdf>.

- Nighttime construction work near Pond R3 shall be avoided. If nighttime construction work cannot be avoided, lighting will be directed to the work area and away from habitat for the western snowy plover.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that bird-safe design standards are feasible and would reduce potential bird hazards to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to birds would not be significant.

H. HYDROLOGY AND WATER QUALITY

Impact WQ-1: Violation of Water Quality Standards or Waste Discharge Requirements. The Project could violate water quality standards or waste discharge requirements.

Mitigation Measure WQ-1.1: Implement Construction Dewatering Treatment (if necessary). Dewatering treatment would be necessary if groundwater is encountered during excavation activities, dewatering is necessary to complete the Project, or the dewatered water is discharged to any storm drain or surface water body. Because there is potential for groundwater to be contaminated with VOC's or fuel products at the Project site, the Project Sponsor would be required to comply with the San Francisco Bay RWQCB's VOC and Fuel General Permit (Order No. R2-2012-0012).

If dewatering activities require discharges into the storm drain system or other water bodies, the water shall be pumped to a tank and tested for water quality using grab samples and sent to a certified laboratory for analysis. If it is found that the water does not meet water quality standards, it should either be treated as necessary prior to discharge so that all applicable water quality objectives (as noted in Tables 3.10-1 and 3.10-2) are met or hauled offsite instead for treatment and disposal at an appropriate waste treatment facility that is permitted to receive such water. Water treatment methods shall be selected that achieve maximum removal of contaminants found in the groundwater and represent the best available technology that is economically achievable. Implemented methods may include the retention of dewatering effluent until particulate matter has settled before it is discharged, the use of infiltration areas, filtration, or other means. The contractor shall perform routine inspections of the construction area to verify that the water quality control measures are properly implemented and maintained, conduct visual observations of the water (i.e., check for odors, discoloration, or an oily sheen on groundwater), and perform other sampling and reporting activities prior to discharge. The final selection of water quality control measures shall be submitted in a report to the San Francisco Bay RWQCB for approval prior to construction. If the results from the groundwater laboratory do not meet water

quality standards and the identified water treatment measures cannot ensure treatment that meets all standards for receiving water quality, then the water shall be hauled offsite instead for treatment and disposal of at an appropriate waste treatment facility that is permitted to receive such water.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that implementing construction dewatering treatment is feasible and would reduce potential impacts to water quality standards or waste discharge requirements to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to water quality standards or waste discharge requirements would not be significant.

Impact WQ-5: Impacts from Flooding. The Project could expose people or structures to a significant risk of loss, injury, or death involving flooding, including flooding as a result of the failure of a levee or dam, but would not place structures within a 100-year flood hazard area.

Mitigation Measure WQ-5.1: Flood-Proofing of Project Underground Infrastructure. Prior to or, at a minimum, concurrent with the issuance of the first construction activity permit at the Project site, and in connection with applicable FEMA requirements, the Project Sponsor shall ensure that the Project incorporates design features, including storm drains, sewers, and equipment facilities, that would flood-proof underground infrastructure, thereby allowing it to withstand hydrostatic forces and buoyancy from SLR changes in groundwater levels. Onsite recycled-water wetland treatment areas shall be located at grade, with underground tanks placed in elevated areas to provide protection from the 100-year BFE plus 16 inches.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that flood-proofing of Project underground infrastructure is feasible and would reduce potential impacts from flooding to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to flooding would not be significant.

Mitigation Measure WQ-5.2: Provide Adequate Stormflow Conveyance Capacity for Sea-Level Rise Conditions at the Project Site. Prior to or, at a minimum, concurrent with the issuance of the first construction activity permit at the Project site, the Project Sponsor shall provide current documentation in the form of a technical report to ensure

that, as a result of Project design features, the storm drain system's existing conveyance capacity is not constricted by SLR at the outlets, including the offsite Chrysler pump station, as a result of the Project design.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that providing adequate stormflow conveyance capacity is feasible and would reduce potential impacts from sea level rise to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to sea level rise would not be significant.

Impact C-WQ-1: Cumulative Hydrology and Water Quality Impacts. The Project, in combination with other foreseeable development in the vicinity, could contribute considerably to cumulative impacts on water quality, groundwater recharge and supplies, storm drain capacity, or current flooding.

Mitigation Measure: Implement Mitigation Measure WQ-1.1.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that implementing construction dewatering treatment is feasible and would reduce potential cumulative impacts to water quality standards or waste discharge requirements to a less-than-significant level.

Remaining Impacts: Any remaining cumulative impacts related to water quality standards or waste discharge requirements would not be significant.

I. HAZARDS AND HAZARDOUS MATERIALS

Impact HAZ-2: Upset and Accident Conditions Involving Hazardous Materials. The Project could create a potentially significant hazard to human health and/or the environment involving the release of hazardous materials.

Mitigation Measure HAZ-2.1: Soil and Groundwater Management. Soil Management Plans that cover the entire Project site shall be prepared and implemented. These Soil Management Plans shall, as appropriate, incorporate the analytical results from the most recent groundwater monitoring event and soil investigations and include protocols for managing both known and potentially undocumented residual soil and groundwater contamination that may be encountered during Project construction, including naturally

occurring asbestos. The Soil Management Plans shall include dust control measures that describe how construction and grading operations will minimize dust emissions and ensure that no equipment or operations will emit visible dust across the property line. Although naturally occurring asbestos has not been detected in the vicinity of Buildings 307-309, in accordance with CARB's Asbestos ATCM for Construction, Grading, Quarrying, and Surface Mining Operations, if naturally occurring asbestos is encountered during construction, then dust control measures must meet the requirements of an ADMP approved by the BAAQMD. These Soil Management Plans shall be approved by DTSC and implemented during Project construction.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that implementation of Soil Management Plans are feasible and would reduce potentially significant hazard to human health and/or the environment involving the release of hazardous materials to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to the release of hazardous materials would not be significant.

Mitigation Measure HAZ-2.2: Additional Site Investigation. If required by DTSC, additional site investigations shall be performed to delineate the source and extent of contamination on the Project site. At DTSC's discretion, these investigations may be incorporated into the Soil Management Plans required by DTSC for the Project site. The analytical results shall be compared to risk-based human health screening levels approved by DTSC. The site investigation(s) shall be prepared and evaluated by a licensed professional, and a technical report summarizing the field activities, results, and conclusion shall be submitted to DTSC for review and approval prior to issuance of building permits.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that additional site instigations to delineate the source and extent of contamination is feasible (as required by DTSC) and would reduce potential contamination impacts to a less-than-significant level.

Remaining Impacts: Any remaining impacts related to potential contamination would not be significant.

Mitigation Measure HAZ-2.3: Remedial Action. According to the results of additional site investigations (if any), the Project Sponsor shall coordinate with DTSC to select and

implement remedial actions (as necessary) to protect future site users from conditions that could pose an unacceptable health risk. Remedial measures may include, but are not limited to, source removal of contaminated materials, in-situ treatment, engineering controls, and/or modification of institutional controls described in the existing LUC for the Project site. Remedial actions shall be implemented prior to building occupancy. At DTSC's discretion, remedial actions may be completed during implementation of the Soil Management Plans required by DTSC for the Project site.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Changes or alterations have been required in, or incorporated into, the Project that avoid or substantially lessen the significant environmental effect as identified in the EIR. The City finds that coordination with DTSC to select and implement remedial actions (as necessary) is feasible and would reduce potential contamination impacts to a less-than-significant level.

IV. FINDINGS FOR REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS

The Final EIR for the Project concluded that there would be significant environmental impacts. The City finds that by incorporating into the Project all the mitigation measures outlined in the MMRP, the impacts are reduced. However, even after mitigation, some impacts are significant and unavoidable. A significant unavoidable impact is an impact that cannot be mitigated to a less than significant level if the project is implemented, because no feasible mitigation has been identified. The City finds that there is no additional feasible mitigation that could be imposed beyond what is detailed herein. For the reasons set forth in the Statement of Overriding Considerations below, the City finds that there are economic, legal, social, technological, or other benefits of the Project that override the following significant and unavoidable impacts of the Project.

A. TRANSPORTATON

Impact TRA-1: Impacts on Peak-Hour Traffic at Study Intersections under Background Plus-Project Conditions. Increases in traffic associated with the Project would result in increased delays during peak hour, causing significant and unavoidable impacts on the operation of study intersections.

Mitigation Measure TRA-1.1*:* Provide Increased Traffic Capacity on Peak-Hour LOS under Background-Plus Project Conditions. Mitigation Measure TRA-1.1 incorporates the analysis of potential impacts on intersection identifies potential measures to mitigate or reduce Project impacts where feasible.

Mitigation Measure TRA-1.2. Reduce the Peak-Hour Share of Vehicle Trips Allowable under the Trip Cap, for both the Project Site and Buildings 10-19 to no more than 50 Percent of Allowable Vehicle Trips During each 2 Hour Peak Commute Period. The Project trip cap, as proposed, would allow up to 69 percent of vehicle trips within each 2-hour peak commute period to enter or exit the site within a single peak hour. Similarly,

the approved vehicle trip caps for Buildings 10-20 currently allow up to 70 percent of permitted vehicle trips within each 2-hour peak commute period to occur within a single hour. The proposed mitigation would reduce the maximum number of allowable peak-hour vehicle trips to no more than 50 percent of the 2-hour peak-period vehicle trip cap for both the Project site and Buildings 10-19. Table 3.3-7 provides a comparison of the potential peak 1-hour vehicle trips under the Project and with the proposed mitigation. As shown, the proposed mitigation would reduce the total volume of allowed peak-hour vehicle trips to the Project site and Buildings 10-19 by 28 percent.

(b) Willow Road & Hamilton Avenue (#36)

During the p.m. peak hour, the intersection would be anticipated to operate unacceptably at LOS F under both background and background plus-Project conditions. Project traffic would increase delay and exceed the City threshold of 0.8 second for critical movements. The increase in delay reflects a forecast increase in left-turn volumes related to vehicles from the Project site traveling through residential neighborhoods via Chilco Street and Hamilton Avenue to by-pass eastbound delay on the segment of Bayfront Expressway where it approaches Willow Road.

Although the provision of an eastbound left-turn lane on Hamilton Avenue where it approaches Willow Road would reduce the delay, this potential mitigation is not recommend because it would encourage cut-through traffic via Chilco Street and Hamilton Avenue, potentially affecting the Belle Haven neighborhood. Therefore, to avoid facilitating the use of Chilco Street and Hamilton Avenue as cut-through routes in the adjacent residential neighborhood, mitigating this traffic impact is not recommended, consistent with City policies that discourage cut-through traffic in residential neighborhoods. Other mitigation measures are discussed below (TRA-3.1 and TRA-3.2) to discourage cut-through traffic in the Belle Haven neighborhood. Mitigation Measure TRA-1.2 (also described below) would reduce the impact, but the net change in delay would still be likely to exceed the 0.8-second threshold for critical movements. The peak-hour traffic impact would remain significant and unavoidable.

(c) Bayfront Expressway & Willow Road (#37)

Given the applicable criteria for state-controlled intersections that operate at LOS E or F, a significant impact would occur if the combination of Project and future traffic would increase average delay by 4 seconds or more. The net change in average delay from existing conditions, under both background and background plus-Project conditions, would exceed the 4-second threshold. Furthermore, the addition of Project trips would result in a net change between background and background plus-Project conditions that would also exceed the 4-second threshold.

During the a.m. and p.m. peak hours, approximately 70 percent of Dumbarton Bridge vehicle trips pass through this intersection (more than 4,500 vehicles during each peak hour under existing conditions). Similarly, the majority of allowable peak-hour vehicle trips to/from the Project site and Buildings 10–20 under the trip caps would also pass

through this intersection because there are few viable alternative routes to/from most directions (particularly for trips to/from the south) and limited access points to both Campuses. As a result, the volume of conflicting movements at this intersection would increase significantly under background conditions because of the significant increase in conflicting movements. The addition of Project traffic would increase average delay by more than 80 seconds during the a.m. peak hour and more than 20 seconds during the p.m. peak hour, thereby exceeding the applicable impact threshold. Physical improvement options to expand approach capacity would be constrained given the proximity of the Dumbarton rail tracks and adjacent wetlands. Similarly, signal timing, which is necessary to accommodate the high volume of peak-direction traffic to/from the Dumbarton Bridge, would limit the viability of some mitigation options.

During the a.m. peak hour, the Project impact would be greatest in the northbound direction on Willow Road, affecting northbound through and northbound left-turn movements when approaching Bayfront Expressway from Willow Road. During the p.m. peak hour, the Project impact would be greatest in the eastbound direction on Bayfront Expressway when approaching the intersection with Willow Road because of the high volume of bridge approach traffic. In addition, during the p.m. peak hour, mitigation options at this intersection would ultimately be affected by downstream capacity limitations at the entrance to the Dumbarton Bridge.

Localized queuing and delays in the p.m. peak hour may be minimized by extending the eastbound right-turn pocket from Bayfront Expressway to Willow Road. The turn pocket should be extended toward the Building 20 entrance to maximize queue storage for motorists who wish to turn right to access US 101 south. Delays for p.m. peak-hour traffic as it approaches the Dumbarton Bridge could be reduced if a dedicated receiving lane were to be provided on Bayfront Expressway for northbound right-turn movements from Willow Road. Such a mitigation, if feasible, would allow both northbound right-turn and eastbound through movements to occur concurrently. However, the mitigation would not reduce net travel time for motorists when approaching the Dumbarton Bridge, given downstream capacity at the Bayfront Expressway and University Avenue intersection. Similarly, grade separation to allow conflicting movements to occur simultaneously, if feasible, could reduce the impact on approach delay directly at the intersection but would not reduce net travel time unless accompanied by similar measures at downstream intersections.

Increasing capacity between US 101 and the Dumbarton Bridge via the Marsh Road/US 101 interchange, to provide a viable alternate route to Willow Road, could reduce the impact, if feasible and if designed to accommodate vehicles to/from the south on US 101 without increasing travel time (compared with the travel time to Willow Road). Such improvements could include one additional northbound exit lane on US 101 between Willow Road and Marsh Road and a similar measure to accommodate southbound traffic when entering US 101 via the Marsh Road intersection.

The Project Sponsor shall be required to design and construct a lengthened eastbound right-turn pocket and a dedicated receiving lane on Bayfront Expressway for northbound

right-turn traffic. Because the improvements would be under Caltrans jurisdiction, the Project Sponsor would be required to coordinate with Caltrans for review and approval of the improvements. The potential mitigation options described above are not under the control of the City, and thus, the City cannot guarantee their implementation. In addition, with implementation of Mitigation Measure TRA-1.2 (described above), the net increase in the number of peak-hour vehicle trips resulting from the Project during the a.m. and p.m. peak hours would be reduced. However, the increased delay at this intersection would still be anticipated to exceed the significance threshold. Therefore, this impact would remain significant and unavoidable.

(d) Bayfront Expressway & University Avenue (#38)

Given the applicable criteria for state-controlled intersections that operate at LOS E or F, a significant impact would occur if the combination of Project and future cumulative traffic would increase average delay by 4 seconds or more. This intersection would be anticipated to operate at LOS F under existing, background, and background plus-Project conditions. The net change in average delay with the addition of Project traffic would not exceed the 4-second threshold. Therefore, Project trips would not significantly affect LOS, based strictly on the approach delay at the intersection. However, the Project would contribute to an increase in upstream delay, thereby affecting access to the Dumbarton Bridge, including increased eastbound delays where traffic would approach the Bayfront Expressway and Willow Road intersection under background plus-Project conditions. Given both the upstream and downstream capacity limitations on both sides of the Dumbarton Bridge corridor, including traffic congestion and capacity limitations on US 101 as well as I-880 on the east side of San Francisco Bay (Bay), peak-hour traffic volumes on the Dumbarton Bridge would not be anticipated to increase significantly. Instead, a greater portion of peak-hour traffic demand on the Dumbarton Bridge would be anticipated to occur outside of the peak hours, including some trips that would be delayed because of peak-hour congestion on connecting facilities. Grade separation that would allow conflicting movements to occur simultaneously, if feasible, would reduce delay where traffic would approach the intersection but could result in secondary impacts at downstream locations.

The Project Sponsor shall be required to initiate design concepts through a Project Study Report (PSR), or other appropriate development document, for potential future grade separation at this intersection. Because the intersection would be under Caltrans jurisdiction, the Project Sponsor would be required to coordinate with Caltrans and the City. This potential mitigation is not under the control of the City, and the impact would remain significant and unavoidable.

(g) University Avenue & Adams Drive (#47)

Unacceptable LOS F occurs at this intersection under existing conditions, reflecting delay on the stop-controlled side street where it approaches University Avenue. Traffic volumes on Adams Drive where it approaches the stop sign are very low (i.e., 11 vehicle trips during the a.m. peak hour and 51 vehicles during the p.m. peak hour).

Under background plus-Project conditions, the side-street approach volume is forecast to increase to 86 vehicles. However, traffic levels would remain below the threshold for warranting a traffic signal. Thus, a traffic signal is not recommended under background plus-Project conditions. The impact under background plus-Project conditions would therefore be significant and unavoidable.

Installation of a traffic signal at this location would be recommended under 2040 cumulative conditions with the proposed General Plan. Therefore, if the proposed General Plan is adopted, this impact could be mitigated to less-than-significant levels (see Mitigation Measure TRA 13.1).

(k) Chilco Street & Hamilton Avenue (#60)

This all-way stop-controlled intersection, located within the Belle Haven neighborhood south of the Project site, would operate at an unacceptable LOS of F during the p.m. peak hour because a portion of Project vehicle trips would be anticipated to exit the site via Chilco Street southbound to Hamilton Avenue or other streets in the Belle Haven neighborhood to access Willow Road. Signalizing the intersection would improve LOS to an acceptable level.

Mitigation Measure TRA-1.2 (described above) would reduce allowable net Project vehicle trip generation during the p.m. peak hour, but this intersection would still be anticipated to operate unacceptably given the proximity to the Project entrance and the LOS standard of C or better that applies to this intersection. However, any mitigation to improve traffic operations would encourage use of Chilco Street as a cut-through route, which conflicts with City of Menlo Park goals that aim to reduce cut-through traffic in residential neighborhoods. Therefore, to avoid facilitating use of Chilco Street and Hamilton Avenue as cut-through routes, mitigating this traffic impact by increasing capacity is not recommended, consistent with City policies that discourage cut-through traffic in residential neighborhoods. Other mitigation measures are discussed below (Mitigation Measure TRA-3.1 and TRA 3.2) to discourage cut-through traffic in the Belle Haven neighborhood. The peak-hour impact on intersection LOS is therefore significant and unavoidable.

(l) Bayfront Expressway & Facebook Building 20 Entrance (#65)

The intersection, which opened following the completion of Building 20 in 2015, would operate at LOS C during the a.m. peak hour and LOS F during the p.m. peak hour under background conditions. However, LOS would degrade to LOS E during the a.m. peak hour and LOS F during the p.m. peak hour under background plus-Project conditions.

During the a.m. peak hour, traffic in the single westbound left-turn lane from Bayfront Expressway (entering Building 20) would exceed storage capacity, resulting in delays for peak-direction traffic when traveling westbound on Bayfront Expressway. Provision of a two-lane left-turn pocket at the proposed adjacent entrance to the Project site at

Building 21 would reduce the potential impact during the a.m. peak hour by allowing a portion of left-turn demand to use the adjacent intersection (see Mitigation Measure TRA-3.1).

During the p.m. peak hour, delay would increase for exiting eastbound vehicles traveling toward Willow Road under background plus-Project conditions. This would be caused by the high volume of eastbound vehicles traveling between the Project site and Willow Road via a short segment of Bayfront Expressway. Building 20 currently has a driveway to Willow Road that allows Project traffic to exit directly to Willow Road. Encouraging greater use of that driveway for outbound trips could help to reduce a portion of the eastbound traffic volume on Bayfront Expressway traveling toward Willow Road during the p.m. peak hour.

The a.m. peak hour impact would be reduced to less-than-significant levels by providing a two-lane westbound left-turn pocket at the adjacent intersection of Bayfront Expressway and the Building 21 entrance. However, the right-of-way along Bayfront Expressway is constrained by the wetlands located adjacent to the roadway; therefore, this mitigation measure may not be feasible. Alternatively, the Project Sponsor shall be required to conduct a micro-simulation evaluation as part of the proposal to install a new traffic signal at the proposed entrance to Building 21 and ensure that queues do not extend onto the Bayfront Expressway at either intersection (see Mitigation Measure TRA-1.1m, below). During the p.m. peak hour, the provision of one additional eastbound through lane on Bayfront Expressway would mitigate the impact but would not improve net vehicle delay where traffic approaches the Dumbarton Bridge unless accompanied by measures to reduce downstream delay. The mitigation may not be feasible given downstream capacity constraints. Furthermore, the intersection is under the jurisdiction of Caltrans; therefore, the City cannot guarantee that this improvement would be implemented.

Mitigation Measure TRA-1.2 (described above) would reduce net Project vehicle trip generation during both peak hours, but the increase in eastbound traffic on Bayfront Expressway between Chilco Street and Willow Road would still be anticipated to result in a significant impact on p.m. peak-hour LOS at this intersection. Therefore, the impact would remain significant and unavoidable.

(m) Bayfront Expressway & Proposed Building 21 Entrance (#66)

As part of the Project, this would be a signalized intersection, providing two outbound travel lanes, one inbound right-turn lane, and one inbound left-turn for vehicles entering the Project site from Bayfront Expressway. During the p.m. peak hour, the intersection would operate unacceptably at LOS F. During the a.m. peak hour, the intersection would operate acceptably, based on LOS, but the anticipated queue length for vehicles entering the site via the single proposed westbound left-turn lane (from Bayfront Expressway to the Building 21 entrance) would exceed storage capacity, resulting in delays for westbound through traffic on Bayfront Expressway.

The proposed mitigation to reduce a.m. peak-hour impacts on Bayfront Expressway and the Project impact at the entrance to Building 20 is the provision of a two-lane left-turn pocket for northbound vehicles that would enter Building 21 from Bayfront Expressway. However, the right-of-way along Bayfront Expressway is constrained by the wetlands located adjacent to the roadway; therefore, this mitigation measure may not be feasible. Alternatively, the Project Sponsor shall be required to conduct a micro-simulation evaluation as part of the proposal to install a new traffic signal at this location and ensure that queues do not extend onto Bayfront Expressway at either intersection (see Mitigation Measure TRA-1.1l, above) while maintaining an acceptable intersection LOS of D or better. With the proposed mitigation, if feasible, the impact would be less than significant during the a.m. peak hour.

During the p.m. peak hour, the provision of one additional eastbound through lane on Bayfront Expressway would mitigate the impact but would not improve net vehicle delay where traffic approaches the Dumbarton Bridge unless accompanied by measures to reduce downstream delay. This potential mitigation is unlikely to be feasible given downstream capacity constraints.

Mitigation Measure TRA-1.2 (described above) would reduce net Project trip generation by more than 75 percent during the a.m. peak hour and more than 90 percent during the p.m. peak hour; the volume of inbound and outbound vehicle trips via the proposed Building 21 driveway would be reduced by approximately 30 percent during both peak hours. With Mitigation Measure TRA-1.2, the impact would be less than significant during the p.m. peak hour. Because the feasibility of the a.m. peak-hour mitigation described above has not yet been confirmed, the impact would remain significant and unavoidable.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Mitigation Measure TRA-1.1 identifies potential improvements that could mitigate or reduce the impacts of the Project. However, the identified improvements would require the acquisition of additional right-of-way, are physically infeasible or of speculative efficacy, are economically infeasible, would result in adverse ancillary impacts related to cut-through traffic, are outside of the City's jurisdiction, or are beyond the scope of what can reasonably be expected of a single project; the City therefore finds that the described improvements are not feasible. Although Mitigation Measure TRA-1.2, which involves the reduction of the peak-hour share of vehicles allowed under the proposed trip cap, would mitigate or reduce these impacts of the Project, it would not reduce them below less-than-significant levels. Impacts on the identified study intersections would therefore remain significant and unavoidable.

Remaining Impacts: The Project-specific impacts at the affected intersections would remain significant and unavoidable.

Impact TRA-2: Impacts on Routes of Regional Significance under Background Plus

Project Conditions. Some Routes of Regional Significance would operate at or below their LOS threshold with the addition of Project trips, and Project traffic would exceed the allowable 1 percent threshold resulting in significant and unavoidable impacts.

Mitigation Measure TRA-2.1: Implement Improvements to Routes of Regional Significance to Address Background Plus-Project Effects. Providing additional travel lanes would increase segment capacity but would not be feasible on all segments given available right-of-way widths and both downstream and downstream capacity limitations on facilities such as US 101 and the Dumbarton Bridge. In addition, the routes are under the control of Caltrans and the City cannot guarantee mitigation.

In addition, implement Mitigation Measure TRA-1.2, above.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Routes of Regional Significance include US Highway 101 and the Bayfront Expressway at specific roadway segments, both of which are within Caltrans' jurisdiction. A typical mitigation measure would seek to widen these highways to add travel lanes and capacity. However, these roadways are not under the jurisdiction of the City, as noted. Freeway improvement projects which add travel lanes are also planned and funded on a regional scale, and the City is not aware of any current planned improvements on the impacted segments. Last, there are physical constraints affecting available right-of-way widths and capacity limitations that make widening improvements infeasible. The City therefore finds that providing additional travel lanes would not be feasible mitigation. Although Mitigation Measure TRA-1.2, which involves the reduction of the peak-hour share of vehicles allowed under the proposed trip cap, would reduce these impacts of the Project, it would not reduce them below less-than-significant levels. Impacts on the identified Routes of Regional Significance would therefore remain significant and unavoidable.

Remaining Impacts: The Project-specific impacts at the foregoing Routes of Regional Significance would remain significant and unavoidable.

Impact TRA-3: Increase in Daily Traffic Volumes on Roadway Segments Under Background Plus-Project Conditions. Increases in daily traffic associated with the Project under near term plus-Project Conditions would result in increased ADT volumes on specific Project area roadway segments, resulting in significant and unavoidable impacts, as described in the Final EIR.

Mitigation Measure TRA-3.1: Provide Measures to Reduce Cut-Through Traffic in the Belle Haven Neighborhood via Chilco Street (South of the Dumbarton Rail Corridor), Newbridge Street, and Ivy Drive. The Project Sponsor shall provide measures to prevent cut-through traffic, which could include prohibiting left-turns exiting the Project site via Chilco Street during the p.m. peak period. The provision of physical traffic calming measures could also be included, where such measures would not affect emergency access and/or transit service, subject to community and City approval.

Because community members and other potentially affected stakeholders may be affected by such improvements, the Project Sponsor shall fund a Neighborhood Traffic Plan to identify appropriate measures for reducing cut-through traffic.

Mitigation Measure TRA-3.2: Provide Multi-Modal improvements on study segments that would be potentially impacted by increased ADT. The Project Sponsor shall provide measures to improve mobility options via walking, bicycling, and transit, consistent with the City's complete streets goals, which would help to offset the effect of daily traffic generated by the Project. In particular, such measures could include pedestrian enhancements across Willow Road at Hamilton Drive, Ivy Drive, and Newbridge Street as well as at other affected study segment locations. These measures are discussed further under Impacts TRA-4 and TRA-5 (described above).

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: The City finds that it is feasible to require the Project Sponsor to work with the community to provide measures to prevent cut-through traffic and fund a Neighborhood Traffic Plan in Belle Haven, and further finds that it is appropriate for the community and local stakeholders to participate in the formation of such a Plan. The City also finds that it is feasible to provide measures to improve mobility options (pedestrian and bicycle improvements) to help offset the effect of daily traffic generated by the Project at the identified segments, as further described above in Mitigation Measures TRA-5.1 and TRA-5.2. However, Mitigation Measures TRA-3.1 and TRA-3.2 (which would require implementation of Mitigation Measures TRA-5.1 and TRA-5.2) would not reduce the Project's impacts on the area roadway segment impacts identified in the Final EIR to less-than-significant levels. Mitigation Measure TRA-1.2, which involves the reduction of the peak-hour share of vehicles allowed under the proposed trip cap, would also reduce these impacts of the Project, but would also not reduce them below less-than-significant levels. Additional mitigations would include adding capacity by widening these roadway segments would require additional rights-of-way and affect property owners, result in degradation of bicycle and pedestrian facilities, including increased intersection times, and create indirect quality-of-life impacts on local residents, commuters, employees and businesses in the area, as explained in the Final EIR; the City therefore finds that roadway widening and capacity improvements are not feasible. Impacts on the affected roadway segments would therefore remain significant and unavoidable.

Remaining Impacts: The Project-specific impacts to local roadway segments would remain significant and unavoidable.

Impact TRA-8: Delay to Public Transit Vehicles Under Background Plus Project Conditions. The Project would result in significant and unavoidable delays to public transit vehicles under Background Plus Project Conditions.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Although the Dumbarton Rail Corridor Study (funded by the Project Sponsor) is currently pending and is anticipated to recommend a phased program of operational and infrastructure improvements that could increase transit mobility, no recommendations currently exist that would reduce the potential impacts on the Project on AC Transit's Dumbarton bus service. Other improvements, such as capacity-enhancing measures including transit signal preemption or queue-jump lanes, would be outside of the City's jurisdiction and control, and are found by the City to be infeasible. No additional mitigation measures to reduce potential impacts on public transit vehicles are found to be feasible.

Remaining Impacts: The delay to public transit vehicles would remain significant and unavoidable.

Impact TRA-10: Peak-Hour Traffic Impacts at Intersections Under Cumulative 2040 Existing General Plan Plus-Project Conditions. Increases in peak-hour vehicle traffic associated with the Project would result in increased delays during AM and PM peak hours causing significant and unavoidable impacts on the operation of study intersections under Cumulative 2040 Conditions with the Existing General Plan.

Mitigation Measure TRA-10.1: Provide Increased Traffic Capacity to Address Project Impacts on Peak-Hour LOS under Cumulative 2040 Existing General Plan plus-Project Conditions. Mitigation Measure TRA 10.1 identifies potential measures to mitigate or reduce Project impacts where feasible.

(a) El Camino Real & Glenwood Avenue (#25)

During the a.m. peak hour, traffic associated with the Project would result in an unacceptable LOS of E under cumulative 2040 existing General Plan plus-Project conditions.

The provision of a dedicated right-turn lane on Glenwood Avenue, where it approaches El Camino Real, is identified in the City's TIF program. The Project Sponsor's payment of the TIF shall partially mitigate this impact. The provision of one additional through lane on Glenwood Avenue would be needed to improve LOS to an acceptable LOS of D and fully mitigate this impact. However, the provision of an additional through lane is not feasible given the right-of-way constraints. Therefore, this impact would be considered significant and unavoidable under cumulative 2040 existing General Plan plus-Project conditions.

(d) Willow Road & Hamilton Avenue (#36)

The Project impact was identified under background plus-Project conditions (see TRA-1.1b). No additional feasible mitigation measures were identified to reduce this peak-hour traffic impact, which would remain significant and unavoidable.

(e) Bayfront Expressway & Willow Road (#37)

The Project impact was identified under background plus-Project conditions. Additional delay would occur during the a.m. peak hour under cumulative 2040 existing General Plan plus-Project conditions. As discussed in Mitigation Measure TRA-1.1c, no additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.

(f) Bayfront Expressway & University Avenue (#38)

The Project impact was identified under background plus-Project conditions. Additional delay would occur under cumulative 2040 existing General Plan plus-Project conditions, triggering an impact during both the a.m. and p.m. peak hours. As discussed in Mitigation Measure TRA-1.1d, no additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.

(i) University Avenue & Adams Drive (#47)

The Project impact was identified under background plus-Project conditions. Additional delay would occur under cumulative 2040 existing General Plan plus-Project conditions, triggering an impact during both the a.m. and p.m. peak hours (see Mitigation Measure TRA-1.1g). This impact would remain significant and unavoidable under existing General Plan plus-Project conditions. (SU)

Installation of a traffic signal at this location would be recommended under 2040 cumulative conditions with the proposed General Plan. Therefore, if the proposed General Plan is adopted, this impact could be mitigated to a less-than-significant level (see Mitigation Measure TRA-13.1i).

(k) University Avenue & Donohoe Street (#54)

This state-controlled intersection located adjacent to the US 101 northbound ramps in East Palo Alto operates at LOS F under existing conditions during both the a.m. and p.m. peak hours. The addition of Project traffic under cumulative 2040 existing General Plan plus-Project conditions would result in additional delay that would exceeding the 4-second significance threshold during both peak hours.

With implementation of Mitigation Measure TRA-1.2, the net increase in the number of peak-hour vehicle trips resulting from the Project would be substantially reduced, but the increase in delay would still be anticipated to exceed the 4-second significance threshold.

Potential mitigation options are limited given the proximity of adjacent freeway ramp intersections and recent development near the intersection. The provision of additional westbound lane capacity on Donohoe Street, including an extended dual left-turn pocket, dedicated through lane, and dual right-turn lanes, would reduce delay but would not be feasible given the right-of-way limitations, including proximity to the adjacent property on the northeastern corner and the relatively short block length to the upstream

US 101 northbound off-ramp. Similarly, providing a southbound right-turn lane on University Avenue and lengthening the northbound turn pockets, if feasible, would reduce delay but would most likely be constrained by adjacent land uses and proximity to the US 101 overpass and two northbound on-ramps. Furthermore, because the intersection is not under the control of the City of Menlo Park, implementation of potential mitigation to reduce peak-hour delay at this location, even if feasible options were available, cannot be guaranteed. This impact is therefore considered significant and unavoidable.

(n) Chilco Street & Hamilton Avenue (#60)

The Project impact was identified under background plus-Project conditions. Additional delay would occur under cumulative 2040 existing General Plan plus-Project conditions, triggering an impact during the p.m. peak hour. As discussed in Mitigation TRA-1.1k, no additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.

(o) Bayfront Expressway & Facebook Building 20 Entrance (#65)

The Project impact was identified under background plus-Project conditions. Additional delay would occur under cumulative 2040 existing General Plan plus-Project conditions, triggering an impact during the p.m. peak hour. As discussed in Mitigation Measure TRA-1.1l, no additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable during the p.m. peak hour.

(p) Bayfront Expressway & Proposed Building 21 Entrance (#66)

The Project impact was identified under background plus-Project conditions. Additional delay would occur under cumulative 2040 existing General Plan plus-Project conditions, triggering an impact during the a.m. and p.m. peak hours. As discussed in Mitigation Measure TRA-1.1m, no additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable during the a.m. peak hour.

In addition, implement Mitigation Measure TRA-1.2, above.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Mitigation Measure TRA-10.1 identifies potential improvements that could mitigate or reduce the impacts of the Project. However, the identified improvements would require the acquisition of additional right-of-way, are physically infeasible or of speculative efficacy, are economically infeasible, would result in adverse ancillary impacts related to cut-through traffic, are outside of the City's jurisdiction, or are beyond the scope of what can reasonably be expected of a single project; the City therefore finds that the described improvements are not feasible. Although Mitigation Measure TRA-1.2, which involves the reduction of the peak-hour

share of vehicles allowed under the proposed trip cap, would mitigate or reduce these impacts of the Project, it would not reduce them below less-than-significant levels. Impacts on the identified study intersections would therefore remain significant and unavoidable under the 2040 existing General Plan plus Project conditions.

Remaining Impacts: The Project-specific impacts to intersections would remain significant and unavoidable under the 2040 existing General Plan plus Project conditions.

Impact TRA-11: Impacts on Routes of Regional Significance Under Cumulative 2040 Existing General Plan Plus Project Conditions. Some Routes of Regional Significance would operate at or below their LOS threshold with the addition of Project trips, and Project traffic would exceed the allowable 1 percent threshold, resulting in significant and unavoidable impacts.

Mitigation Measure: Implement Mitigation Measure TRA-2.1.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Routes of Regional Significance include US Highway 101 and the Bayfront Expressway at specific roadway segments, both of which are within Caltrans' jurisdiction. A typical mitigation measure would seek to widen these highways to add travel lanes and capacity. However, these roadways are not under the jurisdiction of the City, as noted. Freeway improvement projects which add travel lanes are also planned and funded on a regional scale, and the City is not aware of any current planned improvements on the impacted segments. Last, there are physical constraints affecting available right-of-way widths and capacity limitations that make widening improvements infeasible. The City therefore finds that providing additional travel lanes would not be feasible mitigation. Although Mitigation Measure TRA-1.2, which involves the reduction of the peak-hour share of vehicles allowed under the proposed trip cap, would reduce these impacts of the Project, it would not reduce them below less-than-significant levels. Impacts on the identified Routes of Regional Significance under cumulative 2040 existing General Plan plus Project conditions would therefore remain significant and unavoidable.

Remaining Impacts: The Project-specific impacts at the foregoing Routes of Regional Significance would remain significant and unavoidable under cumulative 2040 existing General Plan plus Project conditions.

Impact TRA-12: Increase in Daily Traffic Volumes on Roadway Segments under Cumulative 2040 Existing General Plan Plus-Project Conditions. Increases in daily traffic under existing General Plan plus-Project conditions would result in increased ADT volumes on Project area roadway segments, resulting in significant and unavoidable impacts.

Mitigation Measures: Implement Mitigation Measures TRA-3.1 and TRA-3.2.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: The City finds that it is feasible to require the Project Sponsor to work with the community to provide measures to prevent cut-through traffic and fund a Neighborhood Traffic Plan in Belle Haven, and further finds that it is appropriate for the community and local stakeholders to participate in the formation of such a Plan. The City also finds that it is feasible to provide measures to improve mobility options (pedestrian and bicycle improvements) to help offset the effect of daily traffic generated by the Project at the identified segments, as further described above in Mitigation Measures TRA-5.1 and TRA-5.2. However, Mitigation Measures TRA-3.1 and TRA-3.2 (which would require implementation of Mitigation Measures TRA-5.1 and TRA-5.2) would not reduce the Project's impacts on the area roadway segment impacts identified in the Final EIR to less-than-significant levels. Mitigation Measure TRA-1.2, which involves the reduction of the peak-hour share of vehicles allowed under the proposed trip cap, would also reduce these impacts of the Project, but would also not reduce them below less-than-significant levels. Additional mitigations would include adding capacity by widening these roadway segments would require additional rights-of-way and affect property owners, result in degradation of bicycle and pedestrian facilities, including increased intersection times, and create indirect quality-of-life impacts on local residents, commuters, employees and businesses in the area, as explained in the Final EIR; the City therefore finds that roadway widening and capacity improvements are not feasible. Impacts on the affected roadway segments under cumulative 2040 existing General Plan plus Project conditions would therefore remain significant and unavoidable.

Remaining Impacts: The Project-specific impacts to local roadway segments would remain significant and unavoidable under cumulative 2040 General Plan plus Project conditions.

Impact TRA-13: Peak-Hour Traffic Impacts at Intersections Under Cumulative 2040 Proposed General Plan Conditions. Increases in peak-hour vehicle traffic associated with the Project would contribute to increased delays during the a.m. and p.m. peak hours in 2040 under the proposed General Plan (ConnectMenlo), causing a significant and unavoidable impact on the operation of study intersections.

Mitigation Measure TRA-13.1: Increase Traffic Capacity to Address Impacts on Peak-Hour LOS under Cumulative 2040 Proposed General Plan Conditions. This measure describes the types of mitigation measures that would be necessary to mitigate impacts at each affected location to less than significant.

(c) Willow Road & Hamilton Avenue (#36)

This potential impact on p.m. peak-hour traffic operations was identified as significant and unavoidable under background plus-Project conditions (see Mitigation Measure TRA-1.1b) and would remain significant and unavoidable under cumulative 2040 existing General Plan plus-Project conditions.

Under cumulative 2040 proposed General Plan conditions, delay would further increase during the p.m. peak hour, thereby exceeding the significance threshold. Project impacts would remain significant and unavoidable, as described under Mitigation Measure TRA-1.1b.

(d) Bayfront Expressway & Willow Road (#37)

This potential impact on p.m. peak-hour traffic operations was identified as significant and unavoidable under background plus-Project conditions (see Mitigation Measure TRA-1.1c) and would remain significant and unavoidable under cumulative 2040 existing General Plan plus-Project conditions.

Under cumulative 2040 proposed General Plan conditions, additional delay would exceed the significance threshold (see Mitigation Measure TRA-1.1c for a discussion of potential mitigation and constraints to mitigation). Mitigation Measure TRA-1.2 would partially reduce the impact, but it would remain significant. This impact would remain significant and unavoidable, as described under Mitigation Measure 1.1c.

(e) Bayfront Expressway & University Avenue (#38)

This potential impact on peak-hour traffic operations was identified as significant and unavoidable under background plus-Project conditions (see Mitigation Measure TRA-1.1d) and would remain significant and unavoidable under cumulative 2040 existing General Plan plus-Project conditions. Increased delay is anticipated during the p.m. peak hour under the proposed General Plan. This impact would remain significant and unavoidable, as described under Mitigation Measure TRA 1.1d.

(j) University Avenue & Donohoe Street (#54)

This state-controlled intersection located adjacent to the US 101 northbound ramps in East Palo Alto operates at LOS F under existing conditions during both the a.m. and p.m. peak hours. The addition of Project traffic under cumulate 2040 existing General Plan plus-Project conditions would result in additional delay that would exceed the 4-second significance threshold during both peak hours. Additional delay would occur under cumulative 2040 proposed General Plan conditions during the a.m. peak hour.

This impact was identified under cumulative 2040 existing General Plan plus-Project conditions (see Mitigation Measure TRA-10.1j) and would remain significant and unavoidable under cumulative 2040 proposed General Plan conditions.

(l) Chilco Street & Hamilton Avenue (#60)

The Project impact was identified under background plus-Project conditions and cumulative 2040 existing General Plan plus-Project conditions (see Mitigation Measure TRA-1.1k). This impact would remain significant and unavoidable.

(m) Bayfront Expressway & Facebook Building 20 Entrance (#65)

The Project impact was identified under background plus-Project conditions and cumulative 2040 existing General Plan plus-Project conditions (see Mitigation Measure TRA-1.1l). This impact would remain significant and unavoidable during the p.m. peak hour.

(n) Bayfront Expressway & Proposed Building 21 Entrance (#66)

The Project impact was identified under background plus-Project conditions and cumulative 2040 existing General Plan plus-Project conditions (see Mitigation Measure TRA 1.1m). With the proposed mitigation, the impact would remain significant and unavoidable during the a.m. peak hour.

In addition, implement Mitigation Measure TRA-1.2.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Mitigation Measure TRA-13.1 involves intersection improvements to mitigate or reduce the impacts of the Project. However, intersection impacts would remain significant and unavoidable since the impact cannot be fully mitigated as described above under each specific intersection.

Remaining Impacts: The Project-specific impacts at the affected intersections would remain significant and unavoidable.

Impact TRA-14: Impacts on Routes of Regional Significance Under Cumulative 2040 Proposed General Plan Conditions. Some Routes of Regional Significance would operate at or below their LOS threshold with the addition of Project trips. However, Project traffic would exceed the allowable 1 percent threshold, resulting in significant and unavoidable impacts.

Mitigation Measure: Implement Mitigation Measure TRA-2.1.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: Mitigation Measure TRA-10.1 identifies potential improvements that could mitigate or reduce the impacts of the Project. However, the identified improvements would require the acquisition of additional right-of-way, are physically infeasible or of speculative efficacy, are economically infeasible, would result in adverse ancillary impacts related to cut-through traffic, are outside of the City's jurisdiction, or are beyond the scope of what can reasonably be expected of a single project; the City therefore finds that the described improvements are not feasible. Although Mitigation Measure TRA-1.2, which involves the reduction of the peak-hour share of vehicles allowed under the proposed trip cap, would mitigate or reduce these impacts of the Project, it would not reduce them below less-than-significant levels.

Impacts on the identified study intersections would therefore remain significant and unavoidable under the 2040 existing General Plan plus Project conditions.

Remaining Impacts: The Project-specific impacts to intersections would remain significant and unavoidable under the 2040 Proposed General Plan plus Project conditions.

Impact TRA-15: Increase in Daily Traffic Volumes on Roadway Segments Under Cumulative 2040 Proposed General Plan Conditions. Increases in daily traffic associated with the Project under Cumulative 2040 Proposed General Plan Conditions would result in increased ADT volumes on Project area roadway segments resulting in significant and unavoidable impacts.

Mitigation Measures: Implement Mitigation Measures TRA-3.1 and TRA-3.2.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: The City finds that it is feasible to require the Project Sponsor to work with the community to provide measures to prevent cut-through traffic and fund a Neighborhood Traffic Plan in Belle Haven, and further finds that it is appropriate for the community and local stakeholders to participate in the formation of such a Plan. The City also finds that it is feasible to provide measures to improve mobility options (pedestrian and bicycle improvements) to help offset the effect of daily traffic generated by the Project at the identified segments, as further described above in Mitigation Measures TRA-5.1 and TRA-5.2. However, Mitigation Measures TRA-3.1 and TRA-3.2 (which would require implementation of Mitigation Measures TRA-5.1 and TRA-5.2) would not reduce the Project's impacts on the area roadway segment impacts identified in the Final EIR to less-than-significant levels. Mitigation Measure TRA-1.2, which involves the reduction of the peak-hour share of vehicles allowed under the proposed trip cap, would also reduce these impacts of the Project, but would also not reduce them below less-than-significant levels. Additional mitigations would include adding capacity by widening these roadway segments would require additional rights-of-way and affect property owners, result in degradation of bicycle and pedestrian facilities, including increased intersection times, and create indirect quality-of-life impacts on local residents, commuters, employees and businesses in the area, as explained in the Final EIR; the City therefore finds that roadway widening and capacity improvements are not feasible. Impacts on the affected roadway segments under cumulative 2040 Proposed General Plan plus Project conditions would therefore remain significant and unavoidable.

Remaining Impacts: The Project-specific impacts to local roadway segments would remain significant and unavoidable under cumulative 2040 Proposed General Plan plus Project conditions.

B. Greenhouse Gas (GHG) Emissions

Impact GHG-2: Conflicts with Applicable Plans and Policies. The Project would conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. Although the Project would not conflict with the City's Climate Action Plan and its projected GHG emissions would be below the 2030 "substantial progress" efficiency metric and goals associated with Executive Order B-30-15, it cannot be determined whether the Project emissions would be consistent with the long-term goals of Executive Order S-3-05, which sets forth emissions reductions targets for 2050.

FINDINGS: Based upon the entire record before the City, the City Council finds that:

Effects of Mitigation: No mitigation measures are feasible.

Remaining Impacts: The Project's potential to conflict with the 2050 emissions reductions targets set forth in Executive Order S-3-05 would remain a significant and unavoidable impact of the Project.

IV. PROJECT ALTERNATIVES

CEQA requires that an EIR assess feasible alternatives or mitigation measures that may substantially lessen the significant effects of projects prior to approval (CEQA Section 21002). With the exception of the No Project alternative, the specific alternatives or types of alternatives that must be assessed are not specified (CEQA Guidelines Section 15126.6). A range of potential alternatives to the Project shall include those that could feasibly accomplish most of the basic purposes of the Project and could avoid or substantially lessen one or more significant effects of the Project (CEQA Guidelines Section 15126.6(a)).

The Project has been designed to meet the following objectives:

(1) Responsibly expand the Facebook Campus within Menlo Park to create a diverse and economically resilient workspace for Facebook and its affiliated companies, such as Instagram, Oculus, and Internet.org.

(2) Provide high-quality, highly sustainable office space at a permitted development density of 0.45 FAR that incorporates a robust TDM Plan.

(3) Develop a highly connected Campus that provides flexible workspace.

(4) Minimize traffic and greenhouse gas emissions by providing multiple transportation options for employees.

(5) Use highly sustainable design techniques to promote energy and water efficiency.

(6) Connect the Campus to the community by including publicly accessible open space.

(7) Create a bicycle-/pedestrian-friendly environment that enhances connectivity between the Belle Haven neighborhood and Bayfront Park and the Bay Trail.

(8) Rehabilitate an existing industrial site, and remediate hazardous materials where appropriate.

(9) Provide new green spaces and additional habitat and landscaped areas with native drought-tolerant plant species.

(10) Create an accessible Campus that enhances connectivity, and promotes a sense of transition between the Belle Haven neighborhood and the Bay.

(11) Generate new revenue for the City and other public entities, including potential transit occupancy tax revenue from a potential new limited service hotel.

The EIR included several project alternatives. The City Council finds that the EIR incorporated the required No Project alternative and all feasible alternatives that could accomplish the most basic project objectives and could avoid or substantially lessen one or more significant effects. The City hereby concludes that the EIR sets forth a reasonable range of alternatives to the Project so as to foster informed public participation and informed decision making. The EIR also identified several alternatives that were considered during the preparation of the EIR, including alternative locations and an on-site housing alternative, among others, which were rejected as infeasible and not analyzed further in the EIR. The City Council funds that all reasonable alternatives were reviewed, analyzed and disclosed in the review process of the EIR and for the decision on the Project. The City evaluated the alternatives listed below.

A. No Project Alternative.

No additional construction would occur at the Project site with implementation of the No Project Alternative. Under a separate project, Buildings 307–309 would be demolished, but the No Project Alternative would retain Buildings 301–306. Not including Building 23, the Project site would encompass approximately 511,700 gsf of building area. In order to meet the definition of a “No Project” alternative under CEQA, the No Project Alternative would not be permitted discretionary approvals, entitlements, or other environmental reviews. Therefore, Buildings 301–306 could not be occupied and would remain vacant. No additional employees would be added to the Project site. The same amount of parking spaces would be provided at the Project site as under existing conditions (1,690 spaces), which could be used by the occupants of Building 23. The multi-use bicycle/pedestrian bridge over SR 84 would not be constructed, and the publicly accessible open space would not be installed. Access to the Project site would remain the same, and no new site access points would be constructed.

The No Project Alternative would avoid most of the environmental impacts of the Project. The No Project Alternative scenario would avoid the significant and unavoidable impacts on two freeway segments.

FINDINGS: The No Project Alternative would not meet any of the primary objectives of expanding the Facebook Campus as a diverse and economically resilient workspace for Facebook and its affiliated companies and as a bicycle- and pedestrian-friendly, sustainable, flexible workspace that is highly interconnected and connected to the Belle Haven neighborhood and the Bay and that generates new revenue for the City and other public entities and that rehabilitates an existing industrial site. Instead, the Project site would remain unoccupied and the site would be underutilized. The No Project Alternative would not demolish the existing buildings at the Project site (which would remain vacant) and would not construct the proposed buildings, the publicly accessible open space, and bicycle and pedestrian paths. No connection between the Belle Haven neighborhood and the Bay Trail and Bayfront Park would be built. Additionally, the No Project Alternative would not create jobs; instead of approximately 6,550 jobs under the Project, the No Project Alternative would provide no new jobs at the Project site (not including Building 23). The tax revenues for the City would stay the same rather than increase with implementation of the Project. As such, the No Project Alternative would not meet the Project objectives.

B. Reduced Intensity Alternative.

To determine how large an office development on the Project site could be before it triggered significant impacts, a sensitivity analysis was conducted which concluded an approximately 30 percent reduction in daily trips and employees would be necessary. The Reduced Intensity Alternative therefore includes a 30 percent reduction in the amount of office floor area and number of office employees compared to the Project. This would equate to approximately 673,680 gsf of office building area. The Reduced Intensity Alternative would accommodate approximately 4,630 employees, with 4,480 Facebook employees and 150 hotel employees. As with the Project, the Reduced Intensity Alternative would include office uses and a hotel. The Reduced Intensity Alternative would result in an equivalent decrease in daily trips, which would equate to a trip cap of approximately 12,000 daily trips as a result of the Reduced Intensity Alternative. Including Buildings 20 and 23, the total site-wide trip cap would be approximately 22,127 daily trips.

It is assumed that the site plan for the Reduced Intensity Alternative would be similar to that of the Project, with a reduced building footprint. Because the building footprints would be smaller, all footprint-based impacts would be the same as or less than those of the Project. The maximum building height would be the same as under the Project at 75 feet. Accordingly, the Reduced Intensity Alternative would still require rezoning of the Project site to a M-2(X) (Conditional Development Overlay) zoning district with a corresponding conditional development permit in order to increase the permitted building heights and define the development standards for the Project

FINDINGS: The Reduced Intensity Alternative would not fully achieve many of the Project Sponsor's objectives because the reductions in office space would not allow the Project Sponsor to meet its business objectives for the expansion or operate at its

desired level. It also would not achieve the objective of a developing high-quality office space at a permitted development density of 0.45 floor area ratio.

C. Environmentally Superior Alternative

The *CEQA Guidelines* state than an EIR shall identify an environmentally superior alternative. If the environmentally superior alternative is the "No Project" alternative, the EIR shall also identify an environmentally superior alternative among the other alternatives (Section 15126.6(e)(2)). Based upon the previous discussion, the environmentally superior alternative would be the Reduced Project Alternative, which would avoid most of the significant and unavoidable impacts of the Project.

V. STATEMENT OF OVERRIDING CONSIDERATIONS

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

A. Significant Unavoidable Impacts

With respect to the foregoing findings and in recognition of those facts that are included in the entire administrative record, the City has determined that the Project would result in significant unavoidable transportation impacts to specific study intersections, Routes of Regional Significance, roadway segments, transit vehicles, and conflicts with applicable plans and polices related to transportation. Significant and unavoidable impacts would also occur associated with conflicts with an Executive Order S-3-05 related to GHG emissions.

The City hereby finds that, where possible, changes or alterations have been required in or incorporated into the Project that substantially lessen the significant environmental effects identified in the Final EIR. The City further finds that there are no additional feasible mitigation measures that could be imposed to reduce and/or eliminate the significant and unavoidable impacts listed above.

B. Overriding Considerations

The City Council finds that each of the overriding considerations set forth below constitutes a separate and independent ground for a finding that the significant and unavoidable impacts identified above are outweighed by the Project's benefits and are acceptable in light of the benefits of the Project, based on the findings below:

- The City has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project, as described above.

- All Mitigation Measures recommended in the EIR have been incorporated into the Project and will be implemented through the MMRP.

- All alternatives to the Project, set forth in the EIR, reduce the project's significant and unavoidable impacts to less than significant but do not achieve the project objectives, and the City finds that project objectives and/or specific economic, social and other benefits outweigh any environmental benefits of the alternatives.

- In accordance with CEQA Guidelines Section 15093, the City has, in determining whether or not to approve the Project, balanced the economic, legal, social, technological, and other benefits, including region-wide or statewide environmental benefits of the Project against these unavoidable environmental risks, and has found that the benefits of the Project outweigh the unavoidable adverse environmental effects. The following statements specify the reasons why, in the City's judgment, the benefits of the Project outweigh its unavoidable environmental risks. The City also finds that any one of the following reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City will stand by its determination that each individual reason.

(a) Economic Benefits

- The Project would redevelop an underutilized industrial site that currently contains aging office and light industrial buildings with a highly-sustainable, high-quality office development and a new hotel that supports business growth in the City.

- The Project would include a high quality office and a new hotel located adjacent to the Bayfront Expressway and contribute to the revitalization of the Bayfront area.

- The Project would generate revenue for the City through development fees applicable to thePproject, including payment of impact fees.

- The Project would generate revenue for the City through increased property tax revenue, transient occupancy tax revenue, and tax revenue from commercial development.

- The Project provides a recurring Public Benefit Payment of $300,000 per year for twenty years (increased by CPI every five years) to the City’s General Fund,

which will help the City maintain a healthy fiscal balance to provide its residents with high-quality services.

- The Project provides a payment of four times the amount of sales tax historically captured from the site (totaling $336,000 per year) until two years after the existing tenants at the site vacate, and then guarantees, $1.25 million per year in transient occupancy taxes.

- The Project provides a commitment to pay a 1% higher TOT rate for the hotel than would otherwise be applicable.

- The Project would maximize the capture of sales and use taxes arising from construction materials, furniture, equipment and personal property acquired for the Project.

- The Project would provide a property tax guarantee assuring the City that the assessed value of the property following completion of the project will be $695 million (which is projected to generate new property taxes of approximately $550,000 per year for the City's General Fund).

- The Project would result in increased revenue from the City's Utility User's Tax, as well as increased revenue from the City's Utility User's Tax generated by existing Building 20.

- Development of the project would create approximately 6,550 new jobs.

(b) Social Benefits

- The Project would lead to the redevelopment of an underutilized site served by existing transportation and utility infrastructure.

- The Project would meet the City's land use planning goals and development strategies for the Bayfront Area, and promote pedestrian and bicyclist connections by creating on-site and off-site pedestrian and bicycle amenities, and improving connections to off-site pedestrian, bicycle, and transit networks.

- The Project would improve the overall aesthetic and visual quality of the Bayfront area.

- The Project would provide a landscaped site and includes new landscape amenities and open space areas, well-designed publicly visible and accessible open space, and planting of almost 3,000 new trees on-site.

(c) Transportation and Infrastructure Benefits

- The project would provide $1 million to fund future recommendations arising from the Dumbarton Corridor Study, and a commitment to participate in new projects that arise from the Dumbarton Corridor Study.
- The project would provide $100,000 towards a Transportation Management Association program serving the areas surrounding the Facebook campus and to share its best TDM practices with the City and other local landowners and employers, which would provide regional benefits by allowing for additional shuttle destinations, landowner participants, revenue sources, programs, and areas served to be added over time.

- The project would provide a $700,000 funding commitment for the design of a pedestrian/bicycle path between East Palo Alto and Redwood City Caltrain Station.
- The project would provide $1 million in funding to sponsor a partnership with the cities of Menlo Park and East Palo Alto, San Mateo County and Santa Clara County, and regional stakeholders to convene a regional forum to evaluate innovative ways that the recommendations of the Dumbarton Corridor Study could be executed quickly and with minimal delays, and to help develop design, operational, and construction strategies to implement recommendations following the forum.
- The Project would result in the completion of the Chilco Street Improvements, including extensive streetscape, pedestrian and bicycle improvements.

(d) Housing Benefits

- The project sponsor will explore opportunities and identify projects that can be directly financed and implemented as soon as is feasible in order to leverage approximately $6.5 million in BMR housing fees to create the maximum number of affordable units feasible.

- The project would provide $350,000 in funding to conduct a *Housing Inventory and Local Supply Study* in partnership with the City of Menlo Park and East Palo Alto to assess local housing conditions and facilitate development of a regional housing strategy.
- The project would provide $1.5 million in funding to establish a *Housing Innovation Fund* to identify near-term actions that can be taken within the local community as a direct outcome of the *Housing Inventory and Local Supply Study*.
- The project would provide $1 million to establish a pilot *Housing Preservation Fund* to identify and purchase housing in the immediate vicinity of our campus to protect at-risk populations.
- The Project would initiate a pilot *Workforce Housing Program* in the Belle Haven community that will reduce rents for up to 22 units of workforce housing at 777

Hamilton Avenue for five years (up to $430,000 per year for five years, or $2.15 million) with priority being given to local teachers.

- The Project sponsor would commit to the planning and design of at least 1,500 housing units on the Prologis Site consistent with the General Plan Update and agreement that any residential project on the Prologis Site must include 15% BMR units and/or workforce housing units (regardless of whether the units are for sale or rentals).

(e) Local Community Benefits

- The Project would provide a new, two-acre publicly accessible open space to be privately maintained by Facebook for use by the community, with space for programming and events such as farmer's markets, movie-nights and food truck festivals.
- The project would provide a new, publicly-accessible, multi-use bridge across the Bayfront Expressway that will provide a safe connection from Belle Haven to the Bay.
- The Project would fund improvements for the local Belle Haven Pool ($60,000 per year for five years) and the local community fund ($100,000 per year for five years).
- The Project would result in the establishment of a new scholarship program for students residing in Menlo Park and East Palo Alto ($100,000 per year for ten years).
- The Project would provide $1 million in funding to the Bedwell Bayfront Park Maintenance Fund for maintenance and operations.

(f) Region-wide or Statewide Environmental Benefits

- The Project would provide highly-sustainable buildings constructed to meet the intent of LEED® Gold design standard, and will increase energy and water efficiency by developing a recycled water system on-site to reduce water demand by approximately 20 million gallons annually, reducing passive solar heat gain and heat loss, improving energy performance through innovative mechanical design, and generating on-site solar energy through the installation of solar panels.
- The Project would provide $25,000 to help fund a feasibility study for a Bayfront area-wide recycled water system.
- The Project would fund a docent for two years, a new interpretive display associated with the multi-use bridge, realignment of the Bay Trail and a snowy plover enhancement study to benefit Bedwell Bayfront Park.

- The Project would promote compact growth by increasing job opportunities at a location near existing transportation and utility infrastructure.
- The Project is consistent with the City's Climate Action Plan and would support the City's efforts to reduce dependency on fossil fuels and nonrenewable

energy, decrease its share of GHG emissions and contributions to global climate change, and help make the City a more attractive place to live.

- The Project's trip cap and TDM program would be designed to reduce parking, driving, and pollution, would encourage workers to commute using transit and other alternatives to single-occupancy vehicles, and would be enforceable through conditions of approval adopted and enforced by the City.

Having identified the significant environmental effects of the Project, adopted all feasible mitigation measures, identified all unavoidable significant impacts, and balanced the specific economic, legal, social, technological, and other benefits of the Project, the City Council has determined that the significant and unavoidable adverse impacts are outweighed by the benefits and may be considered acceptable, and therefore approves the Project as described herein.

V. ADOPTION OF THE MMRP

The City Council hereby adopts the mitigation measures set forth for the Project in the Final EIR and the MMRP attached hereto as Exhibit A *(See Attachment U of the Staff Report)* and incorporated herein by this reference.

VI. SEVERABILITY

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

I, Pamela Aguilar, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of _____, 2016, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this _____ day of _____, 2016.

Pamela Aguilar
City Clerk

Facebook Campus Expansion Project
Draft 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 the proposed Facebook Campus Expansion Project (Project) includes all feasible mitigation measures to reduce the potential environmental effects of the Project.

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 is presented in table format and 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 for the Project.

FACEBOOK CAMPUS EXPANSION PROJECT

DRAFT MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
AESTHETICS				
IMPACT BEING ADDRESSED: New Sources of Light and Glare. The Project could create a new source of substantial light or glare that could adversely affect daytime or nighttime views in the area. (AES-3)				
AES-3.1: Design Lighting to Meet Minimum Safety and Security Standards. Concurrent with the building permit submittal, the Project Sponsor shall incorporate lighting design specifications to meet minimum safety and security standards. The comprehensive site lighting plans shall be subject to review and approval by the City's Community Development Department, Planning Division, prior to building permit issuance for the first building on the site. The following measures shall be included in all lighting plans. • Luminaries shall be designed with cutoff-type fixtures or features that cast low-angle illumination to minimize incidental spillover of light onto adjacent private properties. Fixtures that shine light upward or horizontally shall not spill any light onto adjacent private properties. • Luminaries shall provide accurate color rendering and natural light qualities. Low-pressure sodium and high-pressure sodium fixtures that are not color-corrected shall not be used, except as part of an approved sign or landscape plan. • Luminary mountings shall be downcast and pole heights minimized to reduce the potential for backscatter into the nighttime sky and incidental spillover onto adjacent properties and undeveloped open space. Light poles shall be no higher than 20 feet. Luminary mountings shall be treated with non-glare finishes.	Incorporate lighting design specification to meet minimum safety and security standards.	Submittal of lighting plan prior to building permit issuance for the first building on the site.	Project Sponsor	City of Menlo Park Community Development Department (CDD)
AES-3.2: Treat Reflective Surfaces. The Project Sponsor shall ensure the application of a low-emissivity coating on exterior glass surfaces of proposed structures. The low-emissivity coating shall reduce the reflection of visible light that strikes the exterior glass and prevent interior light from being emitted brightly through the glass.	Apply low-emissivity coating on exterior glass surfaces of the proposed structures.	Concurrent with building permit application.	Project Sponsor	CDD

FACEBOOK CAMPUS EXPANSION PROJECT DRAFT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
TRANSPORTATION				
IMPACT BEING ADDRESSED: Impacts on Peak-Hour Traffic at Study Intersections under Background Plus-Project Conditions. Increases in traffic associated with the Project would result in increased delays during peak hour, causing significant and unavoidable impacts on the operation of study intersections. (TRA-1)				
TRA-1.1 Provide Increased Traffic Capacity under Background-Plus Project Conditions.	See below	See below	See below	See below
a. Sand Hill Road & I-280 Northbound On-Ramp (#2) With implementation of Mitigation Measure TRA-1.2, the impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.2.	See below	See below	See below
b. Willow Road & Hamilton Avenue (#36) Mitigation measures TRA-3.1 and TRA-3.2 to discourage cut-through traffic in the Belle Haven neighborhood and Mitigation Measure TRA-1.2 would reduce this impact, but not to a less-than-significant level. This impact would remain significant and unavoidable.	Implement Mitigation Measures TRA-1.2, TRA-3.1, and TRA-3.2.	See below	See below	See below
c. Bayfront Expressway & Willow Road (#37) The Project Sponsor shall be required to design and construct a lengthened eastbound right-turn pocket on Bayfront Expressway to Willow Road and a dedicated receiving lane on Bayfront Expressway for northbound right-turn traffic from Willow Road. Because the improvements would be under Caltrans jurisdiction, the Project Sponsor would be required to coordinate with Caltrans for review and approval of the improvements. The potential mitigation options described above are not under the control of the City, and thus, the City cannot guarantee their implementation. In addition, with implementation of Mitigation Measure TRA-1.2, this impact would be reduced but would remain significant and unavoidable.	Prepare conceptual plan and cost estimate. Provide bond for improvements. Submit complete plans to construct intersection improvements to City.	Within 90 days of the effective date of the Development Agreement (DA). Within 180 days of the effective date of the DA. Within 180 days of the effective date of the DA.	Project Sponsor Project Sponsor Project Sponsor	City of Menlo Park Public Works Department (PW) PW PW

FACEBOOK CAMPUS EXPANSION PROJECT DRAFT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
	Complete and submit application to Caltrans. Construct improvements.	Within 30 days of City approval of plans. Within 180 days of Caltrans approval	Project Sponsor Project Sponsor	PW, Caltrans PW, Caltrans
d. Bayfront Expressway & University Avenue (#38) The Project Sponsor shall be required to initiate design concepts through a Project Study Report (PSR), or other appropriate development document, for potential future grade separation at the intersection of Bayfront Expressway and University Avenue. Because the intersection would be under Caltrans jurisdiction, the Project Sponsor would be required to coordinate with Caltrans and the City. This potential mitigation is not under the control of the City, and the impact would remain significant and unavoidable.	Confirm Caltrans oversight process requirements and scope of work Complete PSR (or appropriate document) with City and Caltrans oversight	Within 90 days of the effective date of the Development Agreement Prior to occupancy of Building 21	Project Sponsor Project Sponsor	PW, Caltrans PW, Caltrans
e. Bayfront Expressway & Chilco Street (#40) With implementation of Mitigation Measure TRA-1.2, this impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.2.	See below	See below	See below
f. Chilco Street & Constitution Drive (#45) The proposed mitigation for peak-hour impacts at the intersection of Chilco Street and Constitution Drive would provide the following elements to accommodate inbound a.m. and outbound p.m. traffic movements: • Installation of a traffic signal and signalized pedestrian crossings on all four legs of the intersection. • Provision of three southbound lanes on the one-block segment of	Prepare conceptual plan and cost estimate. Provide bond for improvements.	Within 90 days of the effective date of the Development Agreement (DA). Within 180 days of the	Project Sponsor Project Sponsor	PW PW

FACEBOOK CAMPUS EXPANSION PROJECT DRAFT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Chilco Street, between Bayfront Expressway and Constitution Drive, to include two southbound left-turn lanes to accommodate the volume of left-turning vehicles entering the Project site. In addition, during the a.m. peak hour, provision of a "split-phase" signal operation on Chilco Street is recommended. • Provision of a northbound left-turn lane on Chilco Street approaching Constitution Drive. • Provision of two outbound lanes on Chilco Street exiting the Project site. With these improvements, this impact would be reduced to a less-than-significant level.	Submit complete plans to construct intersection improvements to City. Construct improvements.	effective date of the DA. Within 180 days of the effective date of the DA. Prior to occupancy of Building 22.	Project Sponsor Project Sponsor	PW PW
g. University Avenue & Adams Drive (#47) The impact under background plus-Project conditions would be significant and unavoidable. Installation of a traffic signal at this location would be recommended under 2040 cumulative conditions with the proposed General Plan. Therefore, if the proposed General Plan is adopted, this impact could be mitigated to less-than-significant levels (see Mitigation Measure TRA-13.1).	Implement Mitigation Measure TRA-13.1	See below	See below	See below
h. Jefferson Drive & Constitution Drive (#50) Because this impact would be limited to affecting a side-street driveway that serves just 15 vehicle trips during the p.m. peak hour, this impact would be less than significant, and no mitigation is required.	N/A	N/A	N/A	N/A
i. University Avenue & US 101 Southbound Ramps (#56) With implementation of Mitigation Measure TRA-1.2, this impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.2.	See below	See below	See below
j. University Avenue & Woodland Avenue (#57) With implementation of Mitigation Measure TRA-1.2, this impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.2.	See below	See below	See below
k. Chilco Street & Hamilton Avenue (#60)	Implement	See below	See below	See below

FACEBOOK CAMPUS EXPANSION PROJECT DRAFT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measures TRA-1.2, TRA-3.1, and TRA-3.2 would reduce this impact, but not to a less-than-significant level. This impact would remain significant and unavoidable.	Mitigation Measure TRA-1.2, TRA-3.1, and TRA-3.2.			
l. Bayfront Expressway & Facebook Building 20 Entrance (#65) The impact would be reduced to less-than-significant levels by providing a two-lane westbound left-turn pocket at the adjacent intersection of Bayfront Expressway and the Building 21 entrance. However, the right-of-way along Bayfront Expressway is constrained by the wetlands located adjacent to the roadway; therefore, this mitigation measure may not be feasible. Alternatively, the Project Sponsor shall be required to conduct a micro-simulation evaluation as part of the proposal to install a new traffic signal at the proposed entrance to Building 21 and ensure that queues do not extend onto the Bayfront Expressway at the Building 20 or 21 intersections (see Mitigation Measure TRA-1.1m, below). The intersection is under the jurisdiction of Caltrans; therefore, the City cannot guarantee that this improvement would be implemented. Mitigation Measure TRA-1.2 (described below) would reduce net Project vehicle trip generation during both peak hours, but the increase in eastbound traffic on Bayfront Expressway between Chilco Street and Willow Road would still be anticipated to result in a significant impact at this intersection. Therefore, the impact would remain significant and unavoidable.	Prepare microsimulation evaluation and submit to City for review. Prepare concept plan and cost estimate of proposed improvements. Provide bond for improvements. Submit microsimulation evaluation to Caltrans as part of proposal to install new traffic signal at Building 21. Construct improvements.	Within 90 days of the effective date of the Development Agreement (DA). Within 180 days of the effective date of the DA. Within 30 days of City approval of evaluation and plans. Within 180 days of Caltrans approval	Project Sponsor Project Sponsor Project Sponsor Project Sponsor	City of Menlo Park Public Works Department (PW) PW PW, Caltrans PW, Caltrans

FACEBOOK CAMPUS EXPANSION PROJECT DRAFT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
	Implement Mitigation Measures TRA-3.1 and TRA-1.2.	See below	See below	See below
m. Bayfront Expressway & Proposed Building 21 Entrance (#66) The proposed mitigation is the provision of a two-lane left-turn pocket for northbound vehicles that would enter Building 21 from Bayfront Expressway. However, the right-of-way along Bayfront Expressway is constrained by the wetlands located adjacent to the roadway; therefore, this mitigation measure may not be feasible. Alternatively, the Project Sponsor shall be required to conduct a micro-simulation evaluation as part of the proposal to install a new traffic signal at this location and ensure that queues do not extend onto Bayfront Expressway at either intersection (see Mitigation Measure TRA-1.1l, above) while maintaining an acceptable intersection LOS of D or better. With the proposed mitigation, if feasible, the impact would be less than significant during the a.m. peak hour. During the p.m. peak hour, implementation of Mitigation Measure TRA-1.2 would reduce the impact to less than significant levels. Because the feasibility of the a.m. peak-hour mitigation described above has not yet been confirmed, the impact would remain significant and unavoidable.	Implement Mitigation Measures TRA-1.1l and TRA-1.2.	See above (TRA-1.1l) and below (TRA-1.2)	See above (TRA-1.1l) and below (TRA-1.2)	See above (TRA-1.1l) and below (TRA-1.2)
TRA-1.2: Reduce the Peak-Hour Share of Vehicle Trips Allowable under the Trip Cap, for both the Project Site and Buildings 10-19 to no more than 50 Percent of Allowable Vehicle Trips During each 2-Hour Peak Commute Period. The proposed mitigation would reduce the maximum number of allowable peak-hour vehicle trips to no more than 50 percent of the 2-hour peak-period vehicle trip cap for both the Project site and Buildings 10-19.	Implement the trip cap monitoring and enforcement policy that applies to the Project. Amend the CDP	Prior to occupancy of Building 21. Prior to	Project Sponsor Project Sponsor	PW PW

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
	and DA for Buildings 10-19 (also known as East Campus) to implement this measure.	occupancy of Building 21.		
IMPACT BEING ADDRESSED: Impacts on Routes of Regional Significance under Background Plus Project Conditions. Some Routes of Regional Significance would operate at or below their LOS threshold with the addition of Project trips, and Project traffic would exceed the allowable 1 percent threshold resulting in significant and unavoidable* impacts. *(TRA-2)				
Implement Mitigation Measure TRA-1.2, plus*:* *TRA-2.1: Implement Improvements to Routes of Regional Significance to Address Background Plus-Project Effects.* Providing additional travel lanes would increase segment capacity but would not be feasible on all segments given available right-of-way widths and both downstream and downstream capacity limitations on facilities such as US 101 and the Dumbarton Bridge. In addition, the routes are under the control of Caltrans and the City cannot guarantee mitigation. Therefore, these impacts would remain significant and unavoidable.	N/A	N/A	N/A	N/A
IMPACT BEING ADDRESSED: Increase in Daily Traffic Volumes on Roadway Segments Under Background Plus-Project Conditions. Increases in daily traffic associated with the Project under near term plus-Project Conditions would result in increased ADT volumes on Project area roadway segments, resulting in significant and unavoidable impacts. (TRA-3)				
TRA-3.1: Provide Measures to Reduce Cut-Through Traffic in the Belle Haven Neighborhood via Chilco Street (South of the Dumbarton Rail Corridor), Newbridge Street, and Ivy Drive. The Project Sponsor shall provide measures to prevent cut-through traffic, which could include prohibiting left-turns exiting the Project site via Chilco Street during the p.m. peak period. The provision of physical traffic calming measures could also be included, where such measures would not affect emergency access and/or transit service, subject to community and City approval. Because community members and other potentially affected stakeholders may be affected by such improvements, the Project Sponsor shall fund a Neighborhood Traffic Plan to identify appropriate measures for reducing	Coordinate with the City and local stakeholders to fund, develop and implement a Neighborhood Traffic Plan.	Funding provided within 90 days of effective date of DA. Develop plan within 180 days of effective date of DA.	Project Sponsor	PW

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
cut-through traffic.		Implement measures prior to occupancy of Building 22.		
TRA-3.2: Provide Multi-Modal improvements on study segments that would be potentially impacted by increased ADT. The Project Sponsor shall provide measures to improve mobility options via walking, bicycling, and transit, consistent with the City's complete streets goals, as described in Mitigation Measures TRA-4.1 and TRA-5.1.	Implement Mitigation Measures TRA-4.1 and TRA-5.1	See below	See below	See below
IMPACT BEING ADDRESSED: Pedestrian Connections Under Background Plus-Project Conditions. The Project would result in a lack of adequate pedestrian connections to the area circulation system under background plus-Project conditions, resulting in a potentially significant impact. (TRA-4)				
TRA-4.1: Provide External Pedestrian Connections to the Area Circulation System and Adjacent Land Uses. *a. Constitution Drive* The Project Sponsor shall construct sidewalks along one side of Constitution Drive between Chilco Street and Chrysler Drive and pedestrian crosswalks and curb ramps at Chilco Street & Constitution Drive and Jefferson Drive & Constitution Drive.	Prepare conceptual plan and cost estimate. Provide bond for improvements. Submit complete plans to construct intersection improvements to City. Construct	Within 90 days of the effective date of the Development Agreement (DA). Within 180 days of the effective date of the DA. Within 180 days of the effective date of the DA.	Project Sponsor Project Sponsor Project Sponsor Project Sponsor	PW PW PW PW

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
	improvements.	Prior to occupancy of Building 21.		
IMPACT BEING ADDRESSED: Bicycle Connections Under Background Plus-Project Conditions. The Project would result in a lack of adequate bicycle connections to the area circulation system under background plus-Project conditions, resulting in potentially significant impacts. (TRA-5)				
TRA-5.1: Provide bicycle connections to the area circulation system and adjacent land uses.	See below	See below	See below	See below
a. Hamilton Avenue The Project Sponsor shall install bicycle boulevard treatments on Hamilton Avenue between Chilco Street and the pedestrian/bicycle overcrossing of US 101, including stop-sign modifications, lane markings, signage, and wayfinding elements.	Prepare conceptual plan and cost estimate. Provide bond for improvements. Submit complete plans to construct intersection improvements to City. Construct improvements.	Within 90 days of the effective date of the Development Agreement (DA). Within 180 days of the effective date of the DA. Within 180 days of the effective date of the DA. Prior to occupancy of Building 22.	Project Sponsor Project Sponsor Project Sponsor Project Sponsor	PW PW PW PW
b. Northbound Access to the Project Site for Bicyclists	Prepare	Within 90 days	Project Sponsor	PW

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
The Project Sponsor shall provide facilities for northbound bicyclists to cross Willow Road and access the Project site, thereby minimizing vehicle/bicycle conflicts. Such facilities may include a two-stage left-turn queue box, or similar improvements, to accommodate northbound left-turn movements for bicyclists at the Willow Road/Hamilton Drive intersection from the curbside bicycle lane, in conjunction with a Class I pathway or similar improvements for northbound bicyclists to the travel on the west side of Willow Road between Hamilton Avenue and the Project site.	conceptual plan and cost estimate.	of the effective date of the Development Agreement (DA).		
	Provide bond for improvements.	Within 180 days of the effective date of the DA.	Project Sponsor	PW
	Submit complete plans to construction intersection improvements to City.	Within 180 days of the effective date of the DA.	Project Sponsor	PW
	Complete and submit application to Caltrans.	Within 30 days of City approval of plans.	Project Sponsor	PW, Caltrans
	Construct improvements.	Prior to occupancy of Building 22.	Project Sponsor	PW, Caltrans
IMPACT BEING ADDRESSED: Pedestrian and/or Bicycle/Vehicle Conflicts. The Project design would cause increased potential for pedestrian and/or bicycle/vehicle conflicts, resulting in potentially significant impacts. (TRA-6)				
TRA-6.1: Refine the Project Design to Minimize Conflicting Movements between Bicycles, Pedestrians, and Other Travel Modes within the Project Site. The Project Sponsor shall work to minimize conflicts to the satisfaction of the transportation manager prior to approval of the site	Refine the Project site plan to satisfaction of City's	Prior to issuance of building permit for first	Project Sponsor	PW

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
plan for construction.	Transportation Manager	phase of Building 21		
IMPACT BEING ADDRESSED: Peak-Hour Traffic Impacts at Intersections Under Cumulative 2040 Existing General Plan Plus-Project Conditions. Increases in peak-hour vehicle traffic associated with the Project would result in increased delays during AM and PM peak hours causing significant and unavoidable impacts on the operation of study intersections under Cumulative 2040 Conditions with the Existing General Plan. (TRA-10)				
TRA-10.1: Provide Increased Traffic Capacity under Cumulative 2040 Existing General Plan plus-Project Conditions.	See below	See below	See below	See below
a. Sand Hill Road and I-280 Northbound Off-Ramp (#1) With implementation of Mitigation Measure TRA-1.2, this cumulative impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.2.	See above	See above	See above
b. El Camino Real & Glenwood Avenue (#25) The provision of a dedicated right-turn lane on Glenwood Avenue, where it approaches El Camino Real, is identified in the City's TIF program. The Project Sponsor's payment of the TIF shall partially mitigate this impact. The provision of one additional through lane on Glenwood Avenue would be needed to improve LOS to an acceptable LOS of D and fully mitigate this impact. However, the provision of an additional through lane is not feasible given the right-of-way constraints. Therefore, this impact would be considered significant and unavoidable under cumulative 2040 existing General Plan plus-Project conditions.	Pay the TIF identified in the City's TIF program.	Prior to issuance of building permit for first phase of each building.	Project Sponsor	PW
c. El Camino Real & Ravenswood Avenue-Menlo Avenue (#28) Potential mitigation would be to provide a right-turn pocket on Menlo Avenue, where it approaches El Camino Real, and a third through lane on El Camino Real in both the northbound and southbound directions. These measures are identified in the City's TIF program. The Project Sponsor's payment of the TIF shall mitigate this impact. With implementation of this mitigation measure, the intersection would operate acceptably, and the impact would be reduced to a less-than-significant level.	Pay the TIF identified in the City's TIF program.	Prior to issuance of building permit for first phase of each building.	Project Sponsor	PW
d. Willow Road & Hamilton Avenue (#36) The Project impact was identified under background plus-Project	Implement	See above	See above	See above

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
conditions (see TRA-1.1b). No additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.	TRA-1.1b.			
e. Bayfront Expressway & Willow Road (#37) The Project impact was identified under background plus-Project conditions. As discussed in Mitigation Measure TRA-1.1c, no additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.	Implement TRA-1.1c.	See above	See above	See above
f. Bayfront Expressway & University Avenue (#38) The Project impact was identified under background plus-Project conditions. As discussed in Mitigation Measure TRA-1.1d, no additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.	Implement TRA-1.1d.	See above	See above	See above
g. Chilco Street & Constitution Drive (#45) This impact, identified under background plus-Project conditions, pertains to the design of the Project entrance, as described above in Mitigation Measure TRA-1.1f. With implementation of this mitigation measure, the intersection would operate acceptably, and this impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.1f.	See above	See above	See above
h. Chrysler Drive & Constitution Drive (#46) With implementation of Mitigation Measure TRA-1.2, the cumulative impact at this location would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.2.	See above	See above	See above
i. University Avenue & Adams Drive (#47) The Project impact under cumulative 2040 existing General Plan plus-Project conditions would remain significant and unavoidable. Installation of a traffic signal at this location would be recommended under 2040 cumulative conditions with the proposed General Plan. Therefore, if the proposed General Plan is adopted, this impact could be mitigated to a less-than-significant level (see Mitigation Measure TRA-13.1i).	Implement Mitigation Measure TRA-13.1	See below	See below	See below
j. University Avenue & Bay Road (#51)	Implement	See above	See above	See above

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
With implementation of Mitigation Measure TRA-1.2, this impact would be reduced to a less-than-significant level.	Mitigation Measure TRA-1.2.			
k. University Avenue & Donohoe Street (#54) With implementation of Mitigation Measure TRA-1.2, this impact would be reduced, but the increase in delay would remain significant and unavoidable.	Implement Mitigation Measure TRA-1.2.	See above	See above	See above
l. University Avenue & US 101 Southbound Ramps (#56) With implementation of Mitigation Measure TRA-1.2, this impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.2.	See above	See above	See above
m. University Avenue & Woodland Avenue (#57) With implementation of Mitigation Measure TRA-1.2, this impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.2.	See above	See above	See above
n. Chilco Street & Hamilton Avenue (#60) The Project impact was identified under background plus-Project conditions (see TRA-1.1k). No additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.	Implement TRA-1.1k.	See above	See above	See above
o. Bayfront Expressway & Facebook Building 20 Entrance (#65) The Project impact was identified under background plus-Project conditions (see TRA-1.1l). No additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.	Implement TRA-1.1l.	See above	See above	See above
p. Bayfront Expressway & Proposed Building 21 Entrance (#66) The Project impact was identified under background plus-Project conditions (see TRA-1.1m). No additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.	Implement TRA-1.1m.	See above	See above	See above

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: Impacts on Routes of Regional Significance Under Cumulative 2040 Existing General Plan Plus Project Conditions. Some Routes of Regional Significance would operate at or below their LOS threshold with the addition of Project trips, and Project traffic would exceed the allowable 1 percent threshold, resulting in significant and unavoidable impacts. (TRA-11)				
Implement Mitigation Measure TRA-2.1.	See above	See above	See above	See above
IMPACT BEING ADDRESSED: Increase in Daily Traffic Volumes on Roadway Segments under Cumulative 2040 Existing General Plan Plus-Project Conditions. Increases in daily traffic under existing General Plan plus-Project conditions would result in increased ADT volumes on Project area roadway segments, resulting in significant and unavoidable impacts. (TRA-12)				
Implement Mitigation Measures TRA-3.1 and TRA-3.2.	See above	See above	See above	See above
IMPACT BEING ADDRESSED: Peak-Hour Traffic Impacts at Intersections Under Cumulative 2040 Proposed General Plan Conditions. Increases in peak-hour vehicle traffic associated with the Project would contribute to increased delays during the a.m. and p.m. peak hours in 2040 under the proposed General Plan (ConnectMenlo), causing a significant and unavoidable impact on the operation of study intersections. (TRA-13)				
TRA-13.1: Increase Traffic Capacity under Cumulative 2040 Proposed General Plan Conditions.	See below	See below	See below	See below
a. Sand Hill Road & I-280 Northbound Off-ramp (#1) With implementation of Mitigation Measure TRA-1.2, this potential cumulative impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.2.	See above	See above	See above
b. El Camino Real & Ravenswood Avenue-Menlo Avenue (#28) With implementation of Mitigation Measure TRA-10.1c, this potential cumulative impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-10.1c.	See above	See above	See above
c. Willow Road & Hamilton Avenue (#36) The Project impact was identified under background plus-Project conditions (see TRA-1.1b). No additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.	Implement Mitigation Measure TRA-1.1b.	See above	See above	See above
d. Bayfront Expressway & Willow Road (#37) The Project impact was identified under background plus-Project conditions. As discussed in Mitigation Measure TRA-1.1c, no additional	Implement Mitigation Measure	See above	See above	See above

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.	TRA-1.1c.			
e. Bayfront Expressway & University Avenue (#38) The Project impact was identified under background plus-Project conditions. As discussed in Mitigation Measure TRA-1.1d, no additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.	Implement Mitigation Measure TRA-1.1d.	See above	See above	See above
f. Chilco Street & Constitution Drive (#45) This impact, identified under background plus-Project conditions, pertains to the design of the Project entrance, as described above in Mitigation Measure TRA-1.1f. With implementation of this mitigation measure, the intersection would operate acceptably, and this impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.1f.	See above	See above	See above
g. Chrysler Drive & Constitution Drive (#46) With implementation of Mitigation Measure TRA-1.2, the cumulative impact at this location would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.2.	See above	See above	See above
h. University Avenue & Adams Drive (#47) Signalization of this intersection should be included in the City's TIF program. The Project Sponsor's payment of the TIF shall mitigate this impact, and the impact would be less than significant.	Pay the TIF identified in the City's TIF program.	Prior to issuance of building permit for first phase of Building 21	Project Sponsor	PW
i. University Avenue & Bay Road (#51) With implementation of Mitigation Measure TRA-1.2, this impact would be reduced to a less-than-significant level.	Implement Mitigation Measure TRA-1.2	See above	See above	See above
j. University Avenue & Donohoe Street (#54) With implementation of Mitigation Measure TRA-1.2, this impact would be reduced, but the increase in delay would remain significant and unavoidable.	Implement Mitigation Measure TRA-1.2	See above	See above	See above
k. University Avenue & US 101 Southbound Ramps (#56)	Implement	See above	See above	See above

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
With implementation of Mitigation Measure TRA-1.2, this impact would be reduced to a less-than-significant level.	Mitigation Measure TRA-1.2			
l. Chilco Street & Hamilton Avenue (#60) The Project impact was identified under background plus-Project conditions and cumulative 2040 existing General Plan plus-Project conditions (see Mitigation Measure TRA-1.1k). This impact would remain significant and unavoidable.	Implement TRA-1.1k.	See above	See above	See above
m. Bayfront Expressway & Facebook Building 20 Entrance (#65) The Project impact was identified under background plus-Project conditions and cumulative 2040 existing General Plan plus-Project conditions (see Mitigation Measure TRA-1.1l). No additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.	Implement TRA-1.1l.	See above	See above	See above
n. Bayfront Expressway & Proposed Building 21 Entrance (#66) The Project impact was identified under background plus-Project conditions and cumulative 2040 existing General Plan plus-Project conditions (see Mitigation Measure TRA-1.1m). No additional feasible mitigation measures were identified to reduce this impact, which would remain significant and unavoidable.	Implement TRA-1.1m.	See above	See above	See above
IMPACT BEING ADDRESSED: Impacts on Routes of Regional Significance Under Cumulative 2040 Proposed General Plan Conditions. Some Routes of Regional Significance would operate at or below their LOS threshold with the addition of Project trips. However, Project traffic would exceed the allowable 1 percent threshold, resulting in significant and unavoidable impacts. (TRA-14)				
Implement Mitigation Measure TRA-2.1.	See above	See above	See above	See above
IMPACT BEING ADDRESSED: Increase in Daily Traffic Volumes on Roadway Segments Under Cumulative 2040 Proposed General Plan Conditions. Increases in daily traffic associated with the Project under Cumulative 2040 Proposed General Plan Conditions would result in increased ADT volumes on Project area roadway segments resulting in significant and unavoidable impacts. (TRA-15)				
Implement Mitigation Measure TRA-3.1 and TRA-3.2.	See above	See above	See above	See above
AIR QUALITY				
IMPACT BEING ADDRESSED: Construction Criteria Air Pollutant Emissions. Construction activities at the Project site could result in the				

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generation of regional criteria pollutant emissions during construction in excess of BAAQMD thresholds. (AQ-2a)				
AQ-2.1: Implement BAAQMD Basic Construction Mitigation Measures to Reduce Construction-Related Dust. The Project Sponsor shall require all construction contractors to implement the basic construction mitigation measures recommended by BAAQMD to reduce fugitive dust emissions. Emission reduction measures shall include, at a minimum, the following measures. Additional measures may be identified by BAAQMD or contractor as appropriate. • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. Recycled water, to be purchased through advance arrangement with the City of Redwood City or the City of Palo Alto, shall be used to water all exposed surfaces. • All haul trucks transporting soil, sand, or other loose material offsite shall be covered. • 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. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • A publicly visible sign shall be posted with the telephone number and name of the person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.	Implement the basic construction mitigation measures recommended by BAAQMD to reduce fugitive dust emissions.	During construction	Project Sponsor and Project Contractor(s)	PW / CDD
IMPACT BEING ADDRESSED: Operational Criteria Air Pollutant Emissions. Operational activities at the Project site could result in the generation of regional criteria pollutant emissions during operation in excess of BAAQMD thresholds. (AQ-2b)				
AQ-2.2: Offset NOX Emissions Generated during Project Operation that are above the BAAQMD NO_X Average Daily Emission Threshold. The Project	Develop offsite NO_X mitigation	Prior to occupancy of	Project Sponsor	PW / CDD

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Sponsor shall, prior to occupancy of the first building within the Project, enter into an agreement with the City to develop an alternative or complementary offsite mitigation program to offset operational NO_X emissions to the level established by the BAAQMD thresholds for the years in which the Project's emissions exceed the BAAQMD threshold. The offsite mitigation program shall require Project Sponsor to provide a one-time payment to the City to establish a program to fund emission reduction projects through grants and similar mechanisms within the City of Menlo Park. The amount of such payment shall be calculated based on then-current BAAQMD Carl Moyer Program cost-effectiveness limit multiplied by the emissions that exceed BAAQMD's average daily threshold for each year that emissions exceed the threshold plus a five percent administrative fee to fund procurement of offsite emission reductions for the Project's projected operational emissions. Potential projects shall be limited to those which will reduce emissions for each year in which the project's emissions exceed the BAAQMD threshold through the end of 2025, which is when the Project's operational emissions are projected to be below the average daily thresholds, including, but not limited to, the following: • Alternative fuel, low-emission school buses, transit buses, and other vehicles. • Diesel engine retrofits and repowers. • Bike Sharing Programs. • Electric vehicle charging stations and plug-ins. All offsite reductions must be quantifiable, verifiable, and enforceable. The Project Sponsor shall engage a qualified air quality expert to coordinate with the City to identify a list of potential projects eligible for funding. Emission reduction projects shall be funded so that the Project's emissions are reduced each year until the end of 2025. The air quality expert retained by the Project Sponsor shall provide a report within one year of occupancy of the first building within the Project identifying the projects that were funded and associated NOx emissions expected to be realized for each year out until the end of 2025. Annual reporting of the	program and provide a one-time payment to the City to establish a program to fund emission reduction projects.	Building 21..		

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implementation of emissions reduction projects shall be required until the Project's emissions are less than the BAAQMD threshold without the offsets. If a sufficient number of emissions reduction projects are not identified to meet the required performance standards in the City of Menlo Park, Project Sponsor shall consult with a qualified air quality expert to ensure conformity is met through some other means of achieving the performance standard of achieving net zero operational emissions in excess of BAAQMD's average daily thresholds through 2025, including (but not limited to) payment of a one-time mitigation offset fee to BAAQMD's Strategic Incentives Division plus a five percent administrative fee to fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin. Reporting for any emissions reduction projects outside the City shall be completed on the same schedule as indicated above for emission reduction projects in the City. If annual reports indicate that emission reductions do not adequately reduce project emissions to a level below the BAAQMD threshold for any year, then a penalty of 200 percent shall be imposed that will require the Project Sponsor to obtain an additional year of offsets based on the amount of emissions by which the Project's emissions exceed the BAAQMD threshold for the next following year (e.g., if the 2019 emissions exceed the threshold by five tons, then 10 tons of emissions must be provided by 2020).				
IMPACT BEING ADDRESSED: Result in a Cumulatively Considerable Net Increase of any Criteria Pollutant for which the Project Region is Nonattainment. The Project could result in the generation of criteria pollutant emissions that would result in a cumulatively considerable net increase. (AQ-3)				
Implement Mitigation Measures AQ-2.1 and AQ-2.2	See above	See above	See above	See above
IMPACT BEING ADDRESSED: Exposure of Existing Sensitive Receptors to Substantial Pollutant Concentrations During Construction. The Project would expose existing sensitive receptors to substantial pollutant concentrations during construction. (AQ-4a)				
Implement Mitigation Measure AQ-2.1	See above	See above	See above	See above
IMPACT BEING ADDRESSED: Cumulative Criteria Pollutants during Operation. Operational activities associated with the Project could				

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generate substantial ROG, NO_X, and PM10 emissions in excess of BAAQMD thresholds. (C-AQ-2b)				
Implement Mitigation Measure AQ-2.2	See above	See above	See above	See above
GREENHOUSE GAS EMISSIONS				
IMPACT BEING ADDRESSED: Greenhouse Gas Emissions. The Project would not generate GHG emissions, either directly or indirectly, that would have a significant impact on the environment. (GHG-1)				
GHG-1.1: Implement BAAQMD Best Management Practices for Construction. The Project Sponsor shall require all construction contractors to implement the BMPs recommended by BAAQMD to reduce GHG emissions. Emissions reduction measures shall include, at a minimum, the use of local building materials (at least 10 percent), the recycling and reuse of at least 50 percent of construction waste or demolition material, and the use of alternative-fuel vehicles for construction vehicles/equipment (at least 15 percent of the fleet).	Implement the BMPs recommended by the BAAQMD to reduce GHG emissions.	During construction	Project Sponsor and Contractor(s)	PW / CDD
NOISE				
IMPACT BEING ADDRESSED: Exposure to Excessive Noise Levels. The Project could expose persons to or generate noise levels in excess of standards established in the General Plan, noise ordinance or applicable standards of other agencies. (NOI-1)				
NOI-1.1: Implement Noise Control Measures to Reduce Construction Noise during Project Construction. The Project Sponsor shall submit a Construction Noise Plan for review and approval by the Planning and Building Divisions prior to the issuance of the demolition permit. The Project Sponsor shall comply with construction noise limits specified in Section 8.06 of the City of Menlo Park Municipal Code by implementing measures during demolition and construction of the Project. These measures may include, but are not limited to: • To the extent feasible, schedule the noisiest construction activities, such as demolition and grading activities, during times that would have the least impact on nearby residential and other receptors. This could include restricting construction activities in the areas of potential impact to the early and late hours of the workday, such as from 8:00 a.m. to 10:00 a.m. or 4:00 p.m. to 6:00 p.m., Monday through	Submit a Construction Noise Plan. Implement noise control measures to reduce construction noise during construction.	Submit Plan prior to the issuance building permit for first phase of each building. Implement Plan during construction	Project Sponsor and Contractor(s)	CDD

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Friday. • Use best available noise control techniques (e.g., improved mufflers, equipment redesign, intake silencers, ducts, engine enclosures, acoustically attenuating shields or shrouds) on equipment and trucks used for Project construction wherever feasible. • Use hydraulically or electrically powered impact tools (e.g., pile drivers, jack hammers, pavement breakers, rock drills) used for Project construction wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, use an exhaust muffler on the compressed air exhaust; this muffler can lower noise levels from the exhaust by up to about 10 dBA. Use external jackets on the tools themselves where feasible. This could achieve a reduction of 5 dBA. Use quieter equipment, such as drills, rather than impact equipment whenever feasible. • Use "quiet" gasoline-powered compressors or electric compressors, and use electric rather than gasoline- or diesel-powered forklifts for small lifting to the extent feasible. • Locate stationary noise sources, such as temporary generators, as far from nearby receptors as possible; such sources shall be muffled and enclosed within temporary enclosures and shielded by barriers or other measures to the extent feasible. • Install temporary noise barriers (generally approximately 8 feet in height) around construction areas adjacent to sensitive receptors to reduce construction noise from equipment to acceptable levels. Specifically, the noise barriers shall reduce noise levels during the hours of 8:00 a.m. to 6:00 p.m. on weekdays to 85 dBA at a distance of 50 feet from the construction equipment. In addition, the noise barriers shall reduce overall construction noise to less than 60 dBA Leq, as measured at the applicable property lines of adjacent uses, during the hours of 7:00 a.m. to 8:00 a.m. and 6:00 p.m. to 10:00 p.m. weekdays and 7:00 a.m. to 10:00 p.m. on Saturdays. The noise barriers shall be installed unless an acoustical engineer submits documentation				

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
that confirms that barriers are not necessary to achieve these attenuation levels or provides specific locations and heights to achieve the required attenuation. • Prohibit trucks from idling along streets serving the construction site. • Prior to any pile-driving activities, notify all surrounding property owners and occupants within 300 feet of the Project site, informing them of the estimated start date and duration. • Implement "quiet" pile-driving technology (e.g., vibratory pile driving or pre-drilled pile holes) where feasible, in consideration of geotechnical and structural requirements and conditions. • Monitor the effectiveness of noise attenuation measures by taking noise measurements during pile-driving activities to ensure compliance with the 85 dBA standard at 50 feet for construction equipment and during general construction occurring during non-exempted daytime hours to ensure compliance with the 60 dBA Leq daytime standard.				
NOI-1.2: Implement Noise Control Measures to Reduce HVAC Noise during Project Operation. The Project Sponsor shall design the Project HVAC system to limit noise to the applicable standard at the property line of nearby noise-sensitive receptors. Measures that can implemented to achieve this include, but are not limited to: • Maximize the distance between HVAC systems and nearby sensitive receptors, • Provide enclosures around the HVAC units, • Incorporate local barriers around equipment, and • Utilize mufflers or silencers on HVAC systems. Prior to the issuance of building permits, the Project Sponsor shall prepare a report, identifying measures that will be implemented to ensure that exterior HVAC noise levels will comply with the following noise limits: • The 60 dBA Leq daytime and 50 dBA Leq nighttime noise standards for equipment located on the ground,	Design the Project HVAC system to limit noise to the applicable standard at the property line of nearby noise-sensitive receptors. Prepare a report documenting compliance.	Prior to the issuance of building permit for first phase of each building and document compliance prior to occupancy.	Project Sponsor	CDD

FACEBOOK CAMPUS EXPANSION PROJECT DRAFT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• The zoning ordinance limit of 50 dBA at a distance of 50 feet for roof-mounted equipment.				
NOI-1.3: Install Sound Enclosures around Emergency Generators. The Project Sponsor shall reduce the sound level from the operating generators to a maximum sound level of less than the 60 dBA noise standard at nearby noise-sensitive land uses. Measures that could accomplish this standard include, but are not limited to: • Installing sound enclosures around all emergency generators, • Utilizing mufflers to reduce generator noise, and • Utilizing equipment that meets this standard. Prior to the issuance of building permits, the Project Sponsor shall prepare a report, identifying measures that shall be implemented to ensure that exterior noise levels from emergency generators comply with the 60 dBA Leq daytime/nighttime noise standards.	Install sound enclosures for emergency generators and prepare a report identifying measures that shall be implemented	Prior to the issuance of building permit for first phase of each building; install sound enclosures of other measures to implement Report and document compliance prior occupancy.	Project Sponsor and Contractor(s)	CDD
NOI-1.4: Limit Generator Testing to Daytime Hours. The Project Sponsor shall limit generator testing to between the hours of 8:00 a.m. and 6:00 p.m.	Limit generator testing to daytime hours.	Ongoing during occupancy	Project Sponsor	CDD
NOI-1.5: Design Enclosures around Mechanical Equipment Associated with the Recycled Water System to Limit Exterior Noise. The Project Sponsor shall design the recycled water system such that noise generated by mechanical equipment complies with the City noise standards of 60 dBA L_{eq} (daytime) and 50 dBA L_{eq} (nighttime) at nearby residences. Measures that could accomplish this include, but are not limited to: • Designing equipment room enclosures, access doors, and other equipment room openings to limit noise that could be transmitted to the exterior • Utilizing mufflers to limit blower noise Prior to the issuance of building permits, the Project Sponsor shall	Design the recycled water system to comply with the City noise standards at nearby residences and prepare a report documenting compliance.	Prior to the issuance of building permit for first phase and document compliance prior to occupancy for each building.	Project Sponsor and Contractor(s)	CDD

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
prepare a report, identifying measures that shall be implemented to ensure that exterior noise levels from the recycled water system comply with the daytime and nighttime noise standards.				
IMPACT BEING ADDRESSED: Substantial Permanent Increase in Ambient Noise Levels. The Project would result in a permanent increase in ambient noise levels in the Project vicinity, above levels existing without the Project. (NOI-3)				
Implement Mitigation Measures NOI-1.2 through NOI-1.5	See above	See above	See above	See above
IMPACT BEING ADDRESSED: Substantial Temporary or Periodic Increase in Ambient Noise Levels. The Project could result in a substantial temporary or periodic increase in ambient noise levels in the Project vicinity, above levels existing without the Project. (NOI-4)				
Implement Mitigation Measure NOI-1.1	See above	See above	See above	See above
IMPACT BEING ADDRESSED: Cumulative Exposure to Excessive Noise. The Project, in combination with other development within the city, could result in a substantial increase in exposure of persons to noise in excess of the standards established in the City General Plan or Municipal Code. The Project's contribution would be cumulatively significant. (C-NOI-1)				
Implement Mitigation Measure NOI-1.1	See above	See above	See above	See above
CULTURAL RESOURCES				
IMPACT BEING ADDRESSED: Impacts on Archaeological Resources. The Project has the potential to encounter and damage or destroy previously unknown subsurface archaeological resources during construction. (CUL-2)				
CUL-2.1: Perform Construction Monitoring, Evaluate Uncovered Archaeological Features, and Mitigate Potential Disturbance of Identified Significant Resources at the Project Site. Prior to demolition, excavation, grading, or other construction-related activities on the Project site, the Project Sponsor shall hire a qualified professional 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) to monitor, to the extent determined necessary by the archaeologist, Project-related earth-disturbing activities (e.g., grading, excavation, trenching). In the event that any prehistoric or historic-period subsurface archaeological features or deposits, including locally darkened soil (midden), that could conceal cultural deposits, animal bone, obsidian, and/or mortar are discovered during demolition/construction-related earthmoving activities, all ground-disturbing activity within 100 feet of the discovery	Retain a qualified archeologist to monitor project-related earth-disturbing activities. Halt all ground-disturbing activity within 100 feet of any discovery of an archaeological feature.	Prior to issuance of a building permit for first phase of each building and during demolition, excavation, grading activities, and construction	Project Sponsor/ Qualified Archaeologist / and Native American representative	CDD

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
shall be halted immediately, and the Planning and Building Divisions shall be notified within 24 hours. The City shall consult with the Project archaeologist to assess the significance of the find. Impacts on any significant resources shall be mitigated to a less-than-significant level through data recovery or other methods determined adequate by the City that are consistent with the Secretary of the Interior's Standards for Archaeological Documentation. If Native American archaeological, ethnographic, or spiritual resources are discovered, all identification and treatment of the resources shall be conducted by a qualified archaeologist and Native American representatives who are approved by the local Native American community as scholars of the cultural traditions. In the event that no such Native American is available, persons who represent tribal governments and/or organizations in the locale in which resources could be affected shall be consulted. When historic archaeological sites or historic architectural features are involved, all identification and treatment is to be carried out by historical archaeologists or architectural historians who meet the Secretary of the Interior's professional qualifications for archaeology and/or architectural history.				
IMPACT BEING ADDRESSED: Impacts on Paleontological Resources. The Project could destroy a unique paleontological resource or site or unique geologic feature. (CUL-3)				
CUL-3.1: Conduct Protocol and Procedures for Encountering Paleontological Resources. Prior to the start of any subsurface excavations that would extend beyond previously disturbed soils, all construction forepersons and field supervisors shall receive training by a qualified professional paleontologist, as defined by the SVP, who is experienced in teaching non-specialists to ensure they recognize fossil materials and follow proper notification procedures in the event any such materials are uncovered during construction. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who shall evaluate its significance. If a fossil is determined to be significant and avoidance is not feasible, the paleontologist shall develop and implement an excavation and salvage	Provide training by a qualified professional paleontologist to construction personnel. If paleontological materials are discovered, an excavation and salvage plan shall be developed and	Prior to issuance of a building permit for first phase of each building and during demolition, excavation, grading activities, and construction	Project Sponsor/ Qualified Paleontologist	CDD

FACEBOOK CAMPUS EXPANSION PROJECT DRAFT MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
plan in accordance with SVP standards. Construction work in these areas shall be halted or diverted to allow recovery of fossil remains in a timely manner. Fossil remains collected during the monitoring and salvage portion of the mitigation program shall be cleaned, repaired, sorted, and cataloged. Prepared fossils, along with copies of all pertinent field notes, photos, and maps, shall then be deposited in a scientific institution with paleontological collections. A final Paleontological Mitigation Plan Report shall be prepared that outlines the results of the mitigation program. The City shall be responsible for ensuring that the monitor's recommendations regarding treatment and reporting are implemented.	construction in the affected area shall be halted.			
IMPACT BEING ADDRESSED: Impacts on Human Remains. The Project has the potential to encounter or discover human remains during excavation or construction. (CUL-4)				
CUL-4.1: Comply with State Regulations Regarding the Discovery of Human Remains at the Project Site. If human remains are discovered during any construction activities, all ground-disturbing activity within 50 feet of the remains shall be halted immediately, and the county coroner shall be notified immediately, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California's Health and Safety Code. Additionally, the Planning and Building Divisions shall be notified. If the remains are determined by the county coroner to be Native American, the NAHC shall be notified within 24 hours, and the guidelines of the NAHC shall be adhered to in the treatment and disposition of the remains. The Project Sponsor shall also retain a professional archaeologist with Native American burial experience to conduct a field investigation of the specific site and consult with the Most Likely Descendant, if any, identified by the NAHC. As necessary, the archaeologist may provide professional assistance to the Most Likely Descendant, including the excavation and removal of the human remains. The City of Menlo Park Community Development Department, Planning Division, shall be responsible for approval of recommended mitigation as it deems appropriate, taking account of the provisions of state law, as set forth in State CEQA Guidelines Section 15064.5(e) and Public Resources Code Section 5097.98. The applicant shall implement approved mitigation, to be	Halt ground-disturbing activities within 50 feet of discovered human remains if human remains are discovered during any construction activities. Notify the County Coroner. If remains are determined to be Native American, NAHC guidelines shall be followed and a qualified archaeologist shall determine	During construction	Project Sponsor/ Qualified Archeologist	CDD

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
verified by the Planning Division, before the resumption of ground-disturbing activities within 50 feet of where the remains were discovered.	the Most Likely Descendant.			
BIOLOGICAL RESOURCES				
IMPACT BEING ADDRESSED: Indirect Impacts on Special-Status Species. The Project could result in increased predation of special-status bird and mammal species that inhabit nearby saltwater and brackish water marshes in the Don Edwards National Wildlife Refuge. (BIO-2)				
BIO-2.1: Install Bird Perching Deterrents on All New Buildings and Other Elevated Structures, Including the Bicycle/Pedestrian Bridge. The Project Sponsor shall implement the following measures to protect special-status species from increased predation on the Project site: • For all new buildings constructed on the Project site, as well as the bicycle/pedestrian bridge and northern bridge approaches, the Project Sponsor shall install bird deterrents along suitable perching sites to deter avian predators of special-status species that inhabit the adjacent salt marshes. Such deterrents may include one or more of the following: bird spikes, bird netting, an electric shock track, sound deterrents, or perching deterrents approved by CDFW and/or USFWS. • Trees that are used for replacement landscaping, especially those planted on rooftops, shall consist of species that generally do not exceed 30 feet in height to limit the visibility of adjacent salt marshes to the north. These trees may include native or non-invasive nonnative ornamental species. Species with broad canopies are preferred because tress with tall, narrow canopies (e.g., palms or conifers) generally provide better hunting perches for raptors. Additionally, trees that are planted on the rooftops of the new buildings shall be located away from the edge of the roof and planted with a reduced line of sight to the Bay.	Install bird deterrents along suitable perching sites on buildings. New trees shall consist of species that generally do not reach heights of greater than 30 feet.	Prior to occupancy of each building.	Project Sponsor	CDD
IMPACT BEING ADDRESSED: Impacts on Native Wildlife Nursery Sites. The removal of buildings, trees, shrubs, or woody vegetation and the installation of new buildings and lighting could affect native migratory birds. (BIO-3)				
Implement Mitigation Measure BIO-2.1, plus: *BIO-3.1: Conduct Pre-construction Surveys for Nesting Migratory Birds.* The	Avoid construction	During nesting season, no	Qualified Biologist /	CDD

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DRAFT MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Action	Timing	Implementing Party	Monitoring Party
Project Sponsor shall implement the following measures to reduce impacts on nesting migratory birds: • To facilitate compliance with state and federal law (California Fish and Game Code and the MBTA) and prevent impacts on nesting birds, the Project Sponsor shall avoid construction during the nesting season (February 1 through September 14) or conduct pre-construction surveys, as described below. • If it is not feasible to avoid the nesting season, the Project Sponsor shall hire a qualified wildlife biologist with demonstrated experience to conduct a survey for nesting birds, including raptors, no earlier than 3 days prior to the commencement of ground-disturbing activities and vegetation removal (including clearing, grubbing, and staging). The area surveyed shall include all construction areas within the Project site as well as areas within 250 feet outside the boundaries of the areas to be cleared or as otherwise determined by the biologist. • If construction activities related to the multi-use bicycle/pedestrian bridge and occurring on the northern side of the Bayfront Expressway are initiated during the nesting bird season, within 3 days prior to the start of construction, a survey shall be conducted by a qualified biologist to determine whether western snowy plovers are nesting within 600 feet of the proposed construction area. Surveys shall be conducted on two week intervals, between February 1 and through May 30, or longer, if necessary, as determined by the biologist based on the behavior and habitat. If an active nest is identified, a buffer of 600 feet shall be established between the construction area and the nest, and the nest shall be periodically monitored by a qualified biologist to determine when it is no longer active (at which point the buffer will no longer be needed). If there is a visual barrier, such as a levee or dense vegetation, between the construction area and the nest, such that the plover will not be able to see construction activity from the nest, then the Project Sponsor may coordinate with the USFWS to determine whether a reduced buffer would be sufficient to allow work to occur without disturbing the nesting plovers.	during the nesting season. If not feasible to avoid the nesting season, conduct pre-construction surveys for bird. Conduct surveys for nesting western snowy plovers within 600 feet of the proposed construction area.	earlier than 3 days prior to ground-disturbing activities and vegetation removal During nesting season, 3 days prior to start of construction and in two week intervals.	Project Sponsor	

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Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• A nest survey shall be required prior to implementation of Phase 1 and Phase 2 of the Project and when construction work stops at a portion of the site where suitable nesting habitat remains for more than 15 days. Additionally, at least one nest survey shall be conducted at the beginning of each year of Project implementation between February and May. As discussed in Chapter 2, *Project Description*, Project implementation will occur between 2016 and 2022. The need for additional surveys shall be determined by the qualified wildlife biologist and based on the results of the initial survey. • If the biologist finds active nests during the survey, he or she shall establish species-specific no-disturbance buffer zones for each nest with use of high-visibility fencing, flagging, or pin flags. No construction activities shall be allowed within the buffer zones. The size of the buffer shall be based on the species sensitivity to disturbance and planned work activities in the vicinity. The buffer shall remain in effect until the nest is no longer active. • If structure demolition activities cannot occur outside of the nesting season, the Project Sponsor or its contractor shall remove inactive nests from the structure to be demolished and install nest exclusion measures (i.e., fine mesh netting, panels, or metal projectors) outside of the nesting season. All exclusionary devices shall be monitored and maintained throughout the breeding season to ensure that they are successful in preventing the birds from accessing cavities or nest sites. No more than 3 days prior to building demolition activities, a qualified biologist shall conduct a pre-construction survey of all potential nesting habitat on the structure to be demolished and the surrounding areas for the presence of active nests. If active nests are found on the building or in the affected area, then demolition activities shall not proceed until the biologist verifies that all nests on the building are inactive. • After all surveys and/or nest deterrence activities are completed, the biologist shall complete a memorandum detailing the survey effort and results and submit the memorandum to the City within 7 days of	Conduct a nest survey where suitable nesting habitat remains for more than 15 days. Submit a memorandum after all surveys and/or nest deterrence activities are completed.	Prior to issuance of a building permit for the first phase of each building and at the beginning of each year of Project implementation between February and May. Submit memorandum within 7 days of survey completion.		

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survey completion.				
BIO-3.2: *Implement Bird-Safe Design Standards into Project Buildings and Lighting Design*. The Project Sponsor or its contractor shall implement the following measures to minimize hazards to birds: • Reduce large areas of transparent or reflective glass. • Locate water features, trees, and bird habitat away from building exteriors to reduce reflection. • Reduce or eliminate the visibility of landscaped areas behind glass. • Turn non-emergency lighting off at night, especially during bird migration season (February–May and August–November). • Include window coverings that adequately block light transmission from rooms where interior lighting is used at night and install motion sensors or controls to extinguish lights in unoccupied spaces. • Design and/or install lighting fixtures that minimize light pollution, including light trespass, over-illumination, glare, light clutter, and skyglow, while using bird-friendly colors for lighting when possible. San Francisco's Standards for Bird-safe Buildings document[1] provides a good overview of building design and lighting guidelines to minimize bird/building collisions. • Nighttime construction work near Pond R3 shall be avoided. If nighttime construction work cannot be avoided, lighting will be directed to the work area and away from habitat for the western snowy plover.	Implement Bird-Safe Design Standards into building and lighting design.	Prior to issuance of building permit for building shell and duration of use of the building.	Project Sponsor	CDD
HYDROLOGY AND WATER QUALITY				
IMPACT BEING ADDRESSED: Violation of Water Quality Standards or Waste Discharge Requirements. The Project could violate water quality standards or waste discharge requirements. (WQ-1)				
WQ-1.1: Implement Construction Dewatering Treatment (if necessary). Dewatering treatment would be necessary if groundwater is encountered	Implement construction	During	Project Sponsor / Project	CDD

[1] City and County of San Francisco. 2011. *Standards for Bird-Safe Buildings*. San Francisco Planning Department. July 14. Available: <http://www.sf-planning.org/ftp/files/publications_reports/bird_safe_bldgs/Standards%20for%20Bird%20Safe%20Buildings%20-%2011-30-11.pdf>.

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during excavation activities, dewatering is necessary to complete the Project, or the dewatered water is discharged to any storm drain or surface water body. Because there is potential for groundwater to be contaminated with VOC's or fuel products at the Project site, the Project Sponsor would be required to comply with the San Francisco Bay RWQCB's VOC and Fuel General Permit (Order No. R2-2012-0012). If dewatering activities require discharges into the storm drain system or other water bodies, the water shall be pumped to a tank and tested for water quality using grab samples and sent to a certified laboratory for analysis. If it is found that the water does not meet water quality standards, it should either be treated as necessary prior to discharge so that all applicable water quality objectives (as noted in Tables 3.10-1 and 3.10-2) are met or hauled offsite instead for treatment and disposal at an appropriate waste treatment facility that is permitted to receive such water. Water treatment methods shall be selected that achieve maximum removal of contaminants found in the groundwater and represent the best available technology that is economically achievable. Implemented methods may include the retention of dewatering effluent until particulate matter has settled before it is discharged, the use of infiltration areas, filtration, or other means. The contractor shall perform routine inspections of the construction area to verify that the water quality control measures are properly implemented and maintained, conduct visual observations of the water (i.e., check for odors, discoloration, or an oily sheen on groundwater), and perform other sampling and reporting activities prior to discharge. The final selection of water quality control measures shall be submitted in a report to the San Francisco Bay RWQCB for approval prior to construction. If the results from the groundwater laboratory do not meet water quality standards and the identified water treatment measures cannot ensure treatment that meets all standards for receiving water quality, then the water shall be hauled offsite instead for treatment and disposal of at an appropriate waste treatment facility that is permitted to receive such water.	dewatering treatment if groundwater is encountered.	construction	Contractor(s)	
IMPACT BEING ADDRESSED: Impacts from Flooding. The Project could expose people or structures to a significant risk of loss, injury, or death				

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involving flooding, including flooding as a result of the failure of a levee or dam, but would not place structures within a 100-year flood hazard area. (WQ-5)				
WQ-5.1: Flood-Proofing of Project Underground Infrastructure. Prior to or, at a minimum, concurrent with the issuance of the first construction activity permit at the Project site, and in connection with applicable FEMA requirements, the Project Sponsor shall ensure that the Project incorporates design features, including storm drains, sewers, and equipment facilities, that would flood-proof underground infrastructure, thereby allowing it to withstand hydrostatic forces and buoyancy from SLR changes in groundwater levels. Onsite recycled-water wetland treatment areas shall be located at grade, with underground tanks placed in elevated areas to provide protection from the 100-year BFE plus 16 inches.	Incorporate design features to flood-proof below-ground infrastructure.	Prior to, or concurrent with, the issuance of the first construction permit.	Project Sponsor	CDD
WQ-5.2: Provide Adequate Stormflow Conveyance Capacity for Sea-Level Rise Conditions at the Project Site. Prior to or, at a minimum, concurrent with the issuance of the first construction activity permit at the Project site, the Project Sponsor shall provide current documentation in the form of a technical report to ensure that, as a result of Project design features, the storm drain system's existing conveyance capacity is not constricted by SLR at the outlets, including the offsite Chrysler pump station, as a result of the Project design.	Incorporate design features to ensure that storm drain system conveyance capacity is not constricted by sea level rise.	Prior to, or concurrent with, the issuance of the first construction permit	Project Sponsor	CDD
IMPACT BEING ADDRESSED: Cumulative Hydrology and Water Quality Impacts. The Project, in combination with other foreseeable development in the vicinity, could contribute considerably to cumulative impacts on water quality, groundwater recharge and supplies, storm drain capacity, or current flooding. (C-WQ-1)				
Implement Mitigation Measure WQ-1.1	See above	See above	See above	See above
HAZARDS AND HAZARDOUS MATERIALS				
IMPACT BEING ADDRESSED: Upset and Accident Conditions Involving Hazardous Materials. The Project could create a potentially significant hazard to human health and/or the environment involving the release of hazardous materials. (HAZ-2)				
HAZ-2.1: Soil and Groundwater Management. Soil Management Plans that cover the entire Project site shall be prepared and implemented. These Soil Management Plans shall, as appropriate, incorporate the analytical	Prepare and implement soil	Prior to and during	Project Sponsor	CDD/DTSC

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results from the most recent groundwater monitoring event and soil investigations and include protocols for managing both known and potentially undocumented residual soil and groundwater contamination that may be encountered during Project construction, including naturally occurring asbestos. The Soil Management Plans shall include dust control measures that describe how construction and grading operations will minimize dust emissions and ensure that no equipment or operations will emit visible dust across the property line. Although naturally occurring asbestos has not been detected in the vicinity of Buildings 307-309, in accordance with CARB's Asbestos ATCM for Construction, Grading, Quarrying, and Surface Mining Operations, if naturally occurring asbestos is encountered during construction, then dust control measures must meet the requirements of an ADMP approved by the BAAQMD. These Soil Management Plans shall be approved by DTSC and implemented during Project construction.	management plans.	construction		
HAZ-2.2: Additional Site Investigation. If required by DTSC, additional site investigations shall be performed to delineate the source and extent of contamination on the Project site. At DTSC's discretion, these investigations may be incorporated into the Soil Management Plans required by DTSC for the Project site. The analytical results shall be compared to risk-based human health screening levels approved by DTSC. The site investigation(s) shall be prepared and evaluated by a licensed professional, and a technical report summarizing the field activities, results, and conclusion shall be submitted to DTSC for review and approval prior to issuance of building permits.	If required, conduct additional site investigations to delineate the source and extent of contamination and prepare a report.	Prior to issuance of building permits	Project Sponsor	CDD/DTSC
HAZ-2.3: Remedial Action. According to the results of additional site investigations (if any), the Project Sponsor shall coordinate with DTSC to select and implement remedial actions (as necessary) to protect future site users from conditions that could pose an unacceptable health risk. Remedial measures may include, but are not limited to, source removal of contaminated materials, in-situ treatment, engineering controls, and/or modification of institutional controls described in the existing LUC for the Project site. Remedial actions shall be implemented prior to building	Coordinate with DTSC to select and implement remedial actions (as necessary).	During implementation of the Soil Management Plans	Project Sponsor	CDD/DTSC

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occupancy. At DTSC's discretion, remedial actions may be completed during implementation of the Soil Management Plans required by DTSC for the Project site.				

From:	Heineck, Arlinda A
To:	Perata, Kyle T
Cc:	Chow, Deanna M
Subject:	Fw: Extending my remarks from last night"s Council meeting on I1 and I2
Date:	Wednesday, July 20, 2016 10:26:24 AM
Attachments:	black-history-month-event.pdf

From: john@zenviba.org <john@zenviba.org> on behalf of John Wiliam Templeton <john@zenviba.org>
Sent: Wednesday, July 20, 2016 6:11 AM
To: _CCIN; McIntyre, Alex D; roysr@rodl.com; frederickjordan@aol.com; ben@southbaylabor.org; palmeida@dpeaflcio.org; jdorning@dpeaflcio.org; lshuler@aflcio.org; wspriggs@aflcio.org
Subject: Extending my remarks from last night's Council meeting on I1 and I2

I left with the city clerk a package of materials prepared by Silicon Valley Rising and the South Bay Labor Council. The term sheet you approved last night should insist that Facebook incorporate as employees a greater proportion of the entry-level workers who will actually maintain the 962,000 sq. ft. facility. Any thing else ingrains economic inequality into public policy. As I noted in my original remarks, Menlo Park has 600 fewer African-Americans than when Facebook moved to the city. That speaks to the failure of past community benefit agreements to mitigate the real impact.
Secretary of Transportation Anthony Foxx discusses the structural impact of infrastructure decisions in this town hall https://www.youtube.com/watch?v=1oYVtI0jRIo
The proposed project would bring an number of employees equal to 20 percent of the population of Menlo Park. There is no way your city absorbs their housing. Based on the current employment practices of Facebook, fewer than 70 would be African-American. That makes the city an enabler for violation of the Civil Rights Act of 1964.
Attaching a summary of a videoconference on environmental justice I provided for Region 9 of EPA. Frederick Jordan, P.E. is a pioneering environmental engineer who recently advised Ward 5 residents in Las Vegas to intervene in a hotel development on the Strip which would have negatively impacted a low-income community. He visited Facebook with Sen. Barbara Boxer in 2010 and noticed the lack of African-Americans such that he wrote Facebook founder Mark Zuckerberg.
Here are some of the responses to Facebook's assertion that it can not find African-American workers.
Fictional Pipelines and the Terminally Unique
https://medium.com/@CODE2040/fictional-pipelines-and-the-terminally-unique-5cf96bbf26f3#.9qtb7vnv3
Invisible Talent https://shift.newco.co/invisible-talent-409a085bee9c#.6q87q9d38
The Big Lie https://42hire.com/the-big-lie-tech-companies-and-diversity-hiring-f52fb82abfbf#.ue7r57prk
And the video on my Silicon Ceiling 15 study https://www.youtube.com/watch?v=_YnVzf-9msk
For 30 years, Roy Clay Sr. has had a very simple community benefit program. He hired the people of Belle Haven for good paying jobs. That is a standard to measure

Facebook against.
I also ask you to join us with a resolution in support of naming the new headquarters of the National Geo-Spatial Intelligence Agency in St. Louis for Roy Clay who grew up in naarby Kinloch.

John William Templeton
Executive Producer
ReUNION: Education-Arts-Heritage
a Zenviba Ventureprises company
1691 Turk St.
San Francisco, CA 94115
(415) 272-7209
john@zenviba.org

Co-Founder, National Black Business Month
Curator, California African-American Freedom Trail
2016 Visionary Award, California Black Chamber of Commerce
Ruling Elder, Presbyterian Church U.S.A.
Library Laureate, Friends of the S.F. Public Library
Lifetime Achievement Award, Celebrating Black American History

Black History Month:
John W. Templeton Speaks on African Americans in the Old West

John W. Templeton said California was a "Western Sanctuary" for African Americans fleeing slavery.

On February 14, prolific author and African American historian John William Templeton gave a presentation in the first floor conference rooms that largely revised the history of Western North America that students in California elementary and high schools have learned, by raising the profile of African Americans.

The western states, he said, were a "Western Sanctuary" for free blacks that provided a base of support for abolition of slavery, the Underground Railroad, and more recently, the Civil Rights movement and the anti-apartheid movement in South Africa. Here in San Francisco the longshoremen's union, ILWU, founded in 1933, was one of the nation's first integrated labor unions. The ILWU, he said, provided political support for the Montgomery Bus Boycott in the mid-1950s, and for legislation to divest California state government of investments in South Africa in the 1980s.

He also drew connections between the treatment of African-Americans and minorities, and treatment of the environment. And, he noted that the pioneering ornithologist and artist John James Audubon was an African-American.

Office of Civil Rights (OCR) Director Gina Edwards (left), John W. Templeton, and Julia Jackson (right).

Templeton shattered one mainstream historical concept after another. The first Africans in America weren't the slaves who arrived in Virginia in 1619, he said, but free adventurers with the West African prince Juan Garrido, who arrived on the island of Hispaniola (now Haiti and the Dominican Republic) in 1503. Garrido helped Ponce de Leon explore Florida, then joined Hernando Cortes' conquest of Mexico in 1521 along with 300 black or mulatto soldiers – nearly half of Cortes' 700-man force.

David Tomsovic's Black History stamp collection is now on display in the library on the 13th floor.

"This access to power made blacks gravitate to the Spanish possessions in the New World," Templeton said. In the mid-1700s, as Spanish soldiers and settlers began pushing north into California, 40% of them were wholly or partially black – including 26 of the 46 settlers who founded Los Angeles.

None of them were slaves, and some became prominent ranchers in the Mexican Era, such as the Pio Pico brothers, one of whom became governor of California and presided over the freeing of Indians from the California Missions. By the time the United States took possession of California in 1846, the Mexican government had given African-American settlers land grants totaling two million acres.

Closeup of the stamp collection.

African-Americans in California before the Mexican War included Allen B. Light from Philadelphia, who was in put in charge of preventing sea otter poaching, James Douglass, who came from Guyana, mountain man James Beckwourth, who discovered Beckwourth Pass in the northern Sierra, and William Alexander Leidesdorff, an early San Francisco merchant who owned some 40 prime lots in Gold Rush San Francisco, including the site of today's Bank of America tower and Transamerica Pyramid, as well as the land on which the city of Folsom was built, east of Sacramento.

OCR Director Gina Edwards shares a laugh with John W. Templeton.

When Leidesdorff died, his mother came to San Francisco to inherit his property, but could not get title to them because as a black person, she was not allowed to testify in court. A man named Folsom was able to gain possession of the land, and the town there was named for him.

In the 1850s, whites from the Southern U.S. had the upper hand politically as California became a state, and passed numerous laws discriminating against non-whites, including one preventing Asians, blacks, and Indians from testifying in court, which virtually legalized any crimes committed against them. Nevertheless, black settlers during the Gold Rush founded mutual aid organizations, including some that still exist, such as San Francisco's Hannibal Lodge #1, Prince Hall Masonic Lodge, founded in 1852. Black lodges and churches in San Francisco and San Jose were key stations on the Underground Railroad, Templeton said.

There are five African-American organizations in San Francisco that are at least 160 years old, but only one of their locations has historic landmark status. Templeton has been working to raise the profile of black history in San Francisco by documenting an incredible 400 black historic sites in the city, and bringing them to the attention of city officials. Many of the existing historic landmarks, he says, document buildings and their uses after the 1906 earthquake and fire, but fail to note black owners, businesses, and organizations prior to that. The areas known as Japantown both in San Francisco and San Jose were black neighborhoods before they were Japanese, he said.

John W. Templeton speaks with OCR's David DeVere.

Despite the lack of legal rights, California in the 1850s became a "Western Sanctuary" where free African-Americans aided the Underground Railroad, Templeton said. Mary Ellen Pleasant, an African-American San Francisco businesswoman who ran boarding houses and made a fortune in real estate, spent much of her money helping other African-Americans who arrived in San Francisco with little or nothing. According to Templeton, she gave $30,000 (a huge sum at the time) to John Brown to finance his famous 1859 raid on the federal armory in Harper's Ferry, West Virginia. He intended to seize the weapons in the armory, arm slaves, and foster a slave revolt that would sweep the South. Brown was caught, tried, and hung, but his raid and subsequent trial hardened the divisions between Northern and Southern states, and pushed the nation towards the Civil War.

Gina Edwards with John W. Templeton.

After the war, Templeton said, John Brown's widow came west and lived in Saratoga, and the grateful black Underground Railroad network in San Jose supported her financially in those pre-Social Security days.

The prosperous Pleasant became notorious in late 1800s San Francisco, when the city's newspapers published sensational stories about her life and allegedly evil ways. Undoubtedly she was wealthy and influential. Whether she blackmailed wealthy men with her knowledge of their tawdry secrets, as alleged, is difficult to ascertain, since the newspapers of the era were known to invent fantastic stories to pump up sales. Some of the books written about her, Templeton said, used the newspaper stories as reliable sources, when they were anything but.

In the late 1800s, San Francisco's Presidio was the base for 4,000 Black "Buffalo Soldiers," who were sent to patrol Yellowstone, Grand Teton, and Yosemite National Parks before there were park rangers (the National Park Service was founded in 1916). Around 1900, San Francisco's Black nightclubs became the birthplace of jazz music, Templeton says. That's the subject of his recent novel, Cakewalk.

Nearly all of his 28 books, however, are factual accounts of black history. Four of them are the four-volume *Our Roots Run Deep: An Anthology of Black History in California*. He's also the author of *Come to the Water: Sharing the Rich Black Experience in San Francisco*. Further information is available at www.Californiablackhistory.com, and www.AfricanAmericansf.info.

Templeton's own history is also of interest. Over the past 40 years he's been the Executive Editor of the Winston-Salem Chronicle in North Carolina; the editor of America's oldest black newspaper, the Richmond Afro-American and Richmond Planet; and the first black editor of a California business newspaper, the San Jose Business Journal, and the Richmond Business Journal. For the past decade, he's been the President and Executive Editor of eAccess Corp., which publishes many of his books, and promotes Black Business Month.

The Black History Month Stamp Collection shown on this page highlights the lives and contributions of 50 prominent African-Americans over the past three centuries. The collection, now on display in the R9 library on the 13th floor, was put together by David Tomsovic and Nelly Sun, with assistance from Tino Lopez, Al Murray, and Julia Jackson.

The links above are for informational purposes only and do not imply any endorsement or recommendation from EPA.

From:	Neilson Buchanan
To:	Neilson Buchanan
Subject:	San Jose Merc and Palo Alto Daily Post pull the news together
Date:	Thursday, July 14, 2016 9:26:07 AM
Attachments:	160714 Burlingame Population Growth Daily Post Jul 14 2016.pdf

FYI. I hope important questions will ensue up and down the Peninsula long after the November election. This election cycle is a mere blip in time.

I am convinced that few of the municipal jurisdictions in the immediate future are able to step back and see the big picture. Cumulative impact is difficult for city governments but not impossible to grasp.

However, arcane local zoning, CEQA and rote EIRs cloud the big picture and impede rational planning. Ideally ordinary citizens and schools will awaken and raise the issues to their local elected officials. The scope of impact is well illustrated in the attached Daily Post article today about Burlingame.

How will dozens of city councils respond to just three simple questions? If every city in the Bay Area increased housing as discussed in the Burlingame article, then

Who will take command and control of regional transportation to serve that population? Certainly no city government.
What are the locations and design of schools, playgrounds and parks? Certainly local school districts working with the city governments
Is there enough water to support new population growth in scenarios of long term severe or moderate droughts? Certainly to be determined by somebody.

Neilson Buchanan
155 Bryant Street
Palo Alto, CA 94301

650 329-0484
650 537-9611 cell
cnsbuchanan@yahoo.com

Coalition forms to combat city's development plans

MENLO PARK -- A new coalition has formed to oppose what it calls "the dangerous direction that our elected officials are taking" on development.

Steve Schmidt, a former Menlo Park mayor, is a core member of the coalition called Voters for Equitable & Responsible Growth (VERG).

Schmidt said it grew out of discussions among community members in recent weeks while the city reviewed a Facebook expansion project and the General Plan update at the same time.

"We just don't find that the commissioners and council people, who are our stewards, are really asking the right questions about (impacts to) schools and parks and residents," said Neilson Buchanan, a member of the coalition.

Councilman Ray Mueller said the coalition is prematurely blaming the council for following a standard review process.

"I appreciate concerns that are being raised by VERG, but I think it's unfortunate they are blaming the council for reviewing and doing an impact analysis of what came out of the (General Plan) visioning process," Mueller said.

The group's members consist of residents and people who work in Menlo Park, Palo Alto, East Palo Alto and Atherton. Along with Schmidt and Buchanan, Cafe Zoe owner Kathleen Daly, Belle Haven resident Martin Lamarque, Willows resident Jim Wiley and East Palo Alto Council of Tenants Education Fund president William Bryan Webster are core members who signed the coalition's announcement this week.

The coalition is concerned that neither the review of Facebook's expansion nor the review of the General Plan adequately addresses displacement of Belle Haven residents or traffic congestion.

In its announcement, the group accuses city officials of creating a climate favorable to office development.

"The impending Menlo Park General Plan Update will facilitate a boom of 50% population and 70% employee growth," the letter states. "This council has neglected to seek a balance between office buildings and the need for housing. Our communities are swamped by office commuters who have no choice but to seek housing in less expensive and distant communities."

Schmidt suggested the coalition would back a candidate for the council, which has two seats open in November.

"We're beating the bushes for at least one candidate to run against the incumbents," he said.

The group has hired Shute, Mihaly & Weinberger LLP, a San Francisco law firm that on Monday issued a 19-page letter to the city stating its analysis of the Facebook expansion at 301-309 Constitution Drive violates the California Environmental Quality Act.

"After reviewing the DEIR, we conclude that it does not comport with CEQA because it fails to analyze traffic and transportation, fails to propose adequate mitigation measures to address those impacts, and fails to properly assess and mitigate for cumulative impacts both in Menlo Park and in the greater Bay Area region," the letter states. "As a result of the DEIR's serious inadequacies, there can be no meaningful public review of the Project's population and housing impacts and transportation impacts."

Mayor Rich Cline said early Thursday said he was hopeful the city would be able to work with VERG to address its concerns.

"Angry emails and opportunistic lawyers sending threatening letters is democracy in action," Cline wrote in a text to The Daily News. "We shouldn't be defensive or surprised -- just open-minded."

Mueller said the draft General Plan update has been reviewed by a number of city commissions, including the Transportation Commission on Wednesday, and none have noted any CEQA issues.

"The approval for the document is a long way off," he said. "Until it's ready and done and we have the support of the entire city, it's not done, period."

The letter contends Menlo Park's review of the Facebook project didn't take into account the "direct population growth" that will result from 6,550 new employees along Constitution Drive by 2019.

Daly said she joined the coalition after hearing that the city had omitted a comment letter submitted by an East Palo Alto coalition on the Facebook expansion. That coalition -- Envision, Transform, Build - East Palo Alto -- forced Menlo Park four years ago to create a planning document that zoned for an additional 1,000 affordable housing units.

"As a small business owner with some sense of responsibility to help make life better for my employees, housing is personal," Daly said. "There's no good options. ... We're all just one rent payment away from something that could take the roof over your head away."

Daly said she has had many discussions with Mueller about her housing concerns and trusts his judgement.

"When I've seen a concern in Menlo Park, in my experience he's always been there and is willing to listen," she said.

Email Kevin Kelly at kkelly@bayareanewsgroup.com or call him at 650-391-1049.

THURSDAY, July 14, 2016

No. 1 in Palo Alto and the Mid-Peninsula

Daily Post

Locally owned, independe

NEWS

City's population could skyrocket

Thousands of new homes may be built

BY EMILY MIBACH
Daily Post Staff Writer

Burlingame may face a 30% population increase by adding 4,171 homes by 2040, according to the draft of the city's general plan, which the Planning Commission reviewed in a study session last night.

Currently, there are multiple projects planned to provide 1,027 to 1,099 homes in the next few years, which would be part of the 4,171 benchmark. These projected numbers are from the Association of Bay Area Governments, better known as ABAG, which sets quotas for additional housing in the region.

Rezoning along Bayshore

One of the main points of the draft plan was looking at rezoning along Bayshore Freeway. Currently, there are warehouses along the freeway, and the general plan proposes to make the area a mixed-use zone, with homes and commercial uses.

However, during public comment, some residents were concerned about rising sea levels and how that could affect the zoning of a residential area.

"Just because there are flood zones doesn't mean we should ignore the proposal," commission member Peter Gum said. "I'm not trying to be cavalier, we must address this issue, but I want to see this vision incorporated in the community."

Can schools handle influx?

Another question raised by some residents in attendance, as well as some commission members, was how the schools would handle a large influx of residents.

Laura Stetson and Dan Amsden, of planning firm MIG, who presented the draft general plan yesterday, said they have been in contact with the school boards that cover the region in order to brace the schools for incoming students.

Stetson and Amsden also floated the ideas of reconfigurations along California Avenue and El Camino Real, which they said polled favorably with their general plan focus groups.

However, Stetson said that they only wanted to poll residents to see if they were in favor of the reconfigurations before making any plans. They didn't reveal any plans for reconfigurations during the meeting.

A draft of the general plan, which is supposed to project to 2040, could be reviewed by the City Council in early fall, Stetson and Amsden said. The last complete general plan for the city was in 1969.

From:	Perata, Kyle T
To:	Perata, Kyle T
Subject:	RE: Satire Strikes the Region
Date:	Thursday, September 22, 2016 11:59:28 AM

From: Neilson Buchanan [mailto:cnsbuchanan@yahoo.com]
Sent: Tuesday, July 19, 2016 1:31 PM
To: _CCIN
Cc: Kate Bradshaw; Gennady Sheyner; Dave Price; City Council; sherhold@bayareanewsgroup.com; Jason Green
Subject: Satire Strikes the Region

Dear Menlo Park and Palo Alto City Councils,

Today's Scott Herhold column strikes home to me. Attached is a copy.

Recently I expressed my concerns to you about the scope and pace of development impacting the mid-Peninsula. Herhold's concerns are expressed much more eloquently.

More specifically, there is a massive number of issues in front of the Menlo Park Council tonight. All of the issues directly impact Menlo Park and indirectly impact each adjacent city.

I urge you to exercise your stewardship wisely. Here are just four issues out of dozens that should be addressed tonight.

1. Pushing a massive packages of development into public view and semi-final approvals during height of summer vacations. Due process has been followed, but the standard practice of development is to obscure the impacts and glorify the benefits.
2. Financial analyses, especially the term sheet, not presented as present value
3. Vague and unenforceable public benefits
4. Narrow focus on negative and positive impact; avoidance of regional impact

I do think satire is better than my last minute email forays this afternoon. I appreciate the tasks before you and wish you well.

Better yet..... neighboring cities could be discussing best practices learned from one another. If time permitted, for example, Palo Alto leaders elected and otherwise could forewarn you about our strengths and shortcomings. We in Palo Alto have identical difficult situations involving massive economic opportunity, wishful TDM, weak public engagement, pained decision making process, intractable traffic, forgotten public benefits, permit parking, struggling small planning departments, etc, etc.

Neilson Buchanan
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Palo Alto, CA 94301

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From:	Perata, Kyle T
To:	Perata, Kyle T
Subject:	FW: FW: Menlo Park Transportation Commission comments on Facebook Development Agreement, EIR
Date:	Wednesday, September 21, 2016 2:34:39 PM

---------- Forwarded message ----------
From: **Adina Levin** <alevin@alevin.com>
Date: Tue, Jul 19, 2016 at 10:00 AM
Subject: Menlo Park Transportation Commission comments on Facebook Development Agreement, EIR
To: city.council@menlopark.org, kperata@menlopark.org, "Nagaya, Nicole H" <nhnagaya@menlopark.org>, "Baile, Renato C" <rcbaile@menlopark.org>
Cc: Michael Meyer <wiredmeyer@gmail.com>
Dear Council Members,

Following are comments from the Menlo Park Transportation Commission regarding the Facebook project EIR and development agreement.

Regarding Facebook's drivealone goal and trip cap as a transportation mitigation, we would like to see a phased plan, as used in the San Mateo Rail Corridor plan, where they set a stronger goal to be required after Caltrain electrification and the upgrade of the Hillsdale station. For Facebook, there should be one or more future phase goals if and when there are major transportation improvements on the Dumbarton corridor and/or other major initiatives directed by General Plan policies. With stronger transportation infrastructure, the drivealone mode share should be 40% (approximately 50% trip reduction) or other goal stronger than today's goal as evaluated by staff once specific transportation improvements are planned.

Regarding the development agreement, we would like to see Facebook commit fair share contributions to a bicycle network allowing "low-stress" commuting within a 9 mile radius, making use of the methodology used by Google to define and proposed to contribute to a "low stress" network for commuting to their Mountain View campus (see link below). A "low-stress" route is defined as providing a level of comfort that enables the 60% of the population that are "interested but concerned" to commute by bicycle. Our understanding is that there is a consortium of major employers that is already working on such a bike network for the subregion so this would be a reasonable ask.
http://altaplanning.com/wp-content/uploads/Google-Bike-Vision-Plan_high_res.pdf

Regarding the pedestrian/bicycle bridge over Bay Front Expressway, we have questions about maintenance of the crossing and access to the open space. We would recommend that Facebook maintain the bridge and an public use easement be granted to the City.

In addition, the city may update its policies regarding the use of motorized electric bicycles, scooters and boards. We would also urge Facebook to allow motorized on this facility to the same extent as they are permitted by the city on the connecting trails and bike lanes.

Thank you for your consideration.

Sincerely,

Adina Levin, for
Menlo Park Transportation Commission
650-646-3444

From:	Perata, Kyle T
To:	Perata, Kyle T
Subject:	RE: General Plan
Date:	Wednesday, September 21, 2016 2:35:26 PM

From: Don Micheletti [mailto:donmicheletti@cs.com]
Sent: Saturday, July 16, 2016 8:56 AM
To: Perata, Kyle T
Subject: Re: General Plan

Kyle,

I note more web news on the Facebook expansion.

It seems the Facebook "ploy" is to throw money at Menlo.

They can throw a billion dollars at the problem. Adding more commuters - and those darned white busses, is not going to help. And no amount of money or "studies" will fix that.

Don Micheletti

SHUTE, MIHALY
& WEINBERGER LLP

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ELLISON FOLK
Attorney
folk@smwlaw.com

September 7, 2016

Via E-Mail and U.S. Mail

Mr. Alex D. McIntyre
City Manager, City of Menlo Park
701 Laurel Street
Menlo Park, California 94025

Re: Facebook Campus Expansion

Dear Mr. McIntyre:

This firm represents the City of East Palo Alto on legal matters related to the expansion of the Facebook campus in the City of Menlo Park and the draft General Plan Update. As the City has stated several times in its past correspondence, it has a number of concerns about the proposed expansion, its impacts on the City, and the failure of the draft environmental impact report to address these impacts.

Among its many impacts, the Facebook expansion will dramatically increase cut through traffic in the City and it will exacerbate the imbalance in financial benefits stemming from the disproportionate allocation of jobs and housing in the vicinity. East Palo Alto provides far more than its fair share of local housing needs while adjacent communities such as Menlo Park have reaped the benefit of job growth in the region while assuming East Palo Alto will bear the housing burden. Balancing these concerns requires careful consideration of the impacts of the Facebook expansion.

Unfortunately, the draft EIR did not address these impacts even though many of the City's concerns were raised in its comments on the Notice of Preparation. It is our understanding that a final EIR will be released on September 16 and will be considered at the September 25 meeting of the Planning Commission. In advance of this meeting, we request that representatives of Menlo Park and Facebook meet with the City to address its concerns. If we are not able to ensure that the impacts of the Facebook expansion are adequately addressed, the City reserves all of its legal rights with respect to any project approval.

Finally, I request that you add me to the list of all notices for this project and the Draft General Plan and any environmental documents released in connection with them.

Very truly yours,

SHUTE, MIHALY & WEINBERGER LLP

Ellison Folk

cc: Menlo Park City Council
Bill McClure, City Attorney, City of Menlo Park
Timothy A. Tosta, Esq.
Mayor Donna Rutherford, East Palo Alto
Vice-Mayor Larry Moody, East Palo Alto
Council Member, Lisa Gauthier, East Palo Alto
Council Member, Ruben Abrica, East Palo Alto
Council Member, Carlos Romero, East Palo Alto

816750.1

C I T Y O F E A S T P A L O A L T O
Community and Economic Development Department
Planning and Housing Division
1960 Tate Street • East Palo Alto, CA 94303
Tel: (650) 853-3189 • Fax: (650) 853-3179

August 1, 2016

Kyle Perata, Senior Planner
Community Development Department
City of Menlo Park
701 Laurel Street
Menlo Park, California 94025

Re: Inconsistencies between City of Menlo Park Environmental Impact Reports for General Plan Land Use and Circulation Element Updates (ConnectMenlo) and Facebook Campus Expansion Project

Dear Mr. Perata:

The City of East Palo Alto previously submitted detailed comments on the draft environmental impact report for the Facebook Campus Expansion Project (the "Facebook EIR"). Given that Menlo Park circulated both the Facebook EIR and the EIR for its General Plan Land Use and Circulation Element Update (the "ConnectMenlo EIR"), East Palo Alto requested reasonable extensions of the time to comment on both EIRs. While, very shortly before the end of the comment period for the ConnectMenlo EIR, a 15-day extension was granted for comments on that EIR, no such extension was granted as to the Facebook EIR.

In completing its review of the ConnectMenlo EIR, for which comments are submitted separately, numerous inconsistencies between the Facebook EIR and the ConnectMenlo EIR were identified. This letter is intended to supplement the comments East Palo Alto previously provided on the Facebook EIR, and we respectfully request that each of these comments be considered and addressed as Menlo Park proceeds with CEQA compliance for the Facebook Campus Expansion Project.

1. The 2040 Horizon Development Potential in the ConnectMenlo EIR calculates population by applying the 2.57 persons per household generation rate. This is, however, different from the 2.61 persons per household rate used in the Facebook DEIR. The City cannot choose to use different assumptions in two different EIRs that are being prepared simultaneously without providing substantial evidence to support that decision. The Facebook DEIR, like the ConnectMenlo DEIR, fails to include substantial evidence to support this distinction.

2. The "Future Housing Needs" discussion (see footnote 10 on page 4.11-4 of the ConnectMenlo EIR) appears to rely on the 2009 ABAG Projections, but the Facebook Campus Expansion DEIR relies on the 2013 ABAG projections. The DEIRs must be consistent with respect to the sources regarding population and housing statistics and the choice among various sources must be supported with substantial evidence.

3. The analysis of the future projected employees, and the number of new housing units needed to accommodate the employees, must use consistent assumptions in both the ConnectMenlo EIR and the Facebook EIR. Further, any assumptions utilized must be supported by substantial evidence. As noted previously, the Facebook EIR includes faulty assumption regarding the

number or workers per household, and must be consistent with the assumptions in the ConnectMenlo EIR.

4. East Palo Alto previously commented on the displacement study completed in conjunction with the Facebook Expansion Project, and has requested that further displacement analysis of the ConnectMenlo project be undertaken. The revised and updated Facebook Project study must be consistent in methodology and assumptions with the necessary ConnectMenlo displacement study.

5. The existing conditions for public services and recreation in the Connect Menlo EIR (at p. 4.12-3) states that the MPFPD serves approximately 90,000 people, and that there is a service ratio of .85 firefighters per 1,000 service populations. This baseline, however, is inconsistent with the Facebook DEIR, which states that the MPFPD serves approximately 111,850 people and has a service ratio of .86 firefighters per 1,000 per service population. The City cannot choose to use different baselines in two different EIRs that are being prepared simultaneously without providing substantial evidence to explain that decision. The DEIR currently fails to include substantial evidence to support this distinction.

6. The existing conditions for public services and recreation in the ConnectMenlo EIR (at p. 4.12-20) states that the City provides 244.96 acres of parkland for residents, with a ratio of 7.44 acres/1,000 residents. But, the Facebook DEIR states that the City only provides 221 acres of parks, for a ratio of 6.64 acres/1,000 residents. There is no explanation provided for these differing baselines. Furthermore, this difference becomes especially significant in terms of the impact conclusion. This ConnectMenlo states that upon buildout at Horizon Year 2040, there would still be 5.2 acres of parkland per 1,000 residents. But, if the parkland figure of 221 acres as stated in the Facebook EIR is used instead, that ratio drops to 4.69 (221 acres divided by 47.1 [(32,900 + 14,150)/1000], the formula stated in footnote 45). This ratio is then <u>below</u> the goal of 5 acres/1,000 residents, and there is a significant impact to parks and recreational facilities as to the ConnectMenlo project. This inconsistency between the two EIRs must be resolved, and the resolution must be based on substantial evidence.

7. Table 4.12-3 of the ConnectMenlo EIR contains information on existing capacity at certain schools that is inconsistent with the information provided in the Facebook EIR. For example, the Facebook EIR states that Laurel Elementary had a 2014/2015 enrollment of 630, which means that there is less capacity than stated in the ConnectMenlo EIR. In addition, the Facebook EIR states that Hillview Middle School had a 2014/2015 enrollment of 833 (not 881). The baseline numbers for prior school year enrollment should be accurate and consistent across the EIRs.

8. In table 4.13-7 of the ConnectMenlo EIR, the PM LOS is F for University Avenue and Woodland Avenue, whereas in the Facebook Expansion EIR, Figure 3.3-9, this is shown as an existing condition of LOS E. This inconsistency must be reconciled.

9. Table 4.13-8 of the ConnectMenlo EIR states that there would be 47,750 jobs under 2040 no project conditions. This, however, is inconsistent with the Facebook EIR analysis of VMT, which states that there would be 41,200 jobs in the cumulative 2040 existing general plan. See Facebook EIR table 3.3-11 at page 3.3-47. This discrepancy of over 6,000 jobs undermines the accuracy of both analyses and must be corrected in both EIRs, based on substantial evidence.

10. The 2040 No Project Intersection LOS in ConnectMenlo EIR Figure 4.13-9 is not consistent with the Facebook Campus Expansion EIR that was circulated concurrently with the General Plan Update EIR. Specifically, the LOS levels at University Avenue and O'Brien Drive (Intersection 39, AM peak); University and US 101 SB Ramps (Intersection 56; AM and PM peak); University

and Woodland Avenue (Intersection 57; AM and PM Peak); and Willow Road and Gilbert Ave (Intersection 18; AM and PM Peak) are not consistent with those shown in Figure 3.3-21 of the Facebook EIR. Figure 3.3-21 is the cumulative 2040 existing general plan conditions, and thus should match Figure 4.13-9 of the General Plan EIR. Further, the PM peak LOS at the intersection of University Avenue and O'Brien Drive (Intersection 39) is inconsistent with Figure 4.13-9 in that an improved LOS A is shown in 2040 No Project, whereas existing conditions show an LOS B. These inconsistencies call into question the accuracy and adequacy of not only the General Plan traffic analysis, but also the Facebook Campus Expansion EIR's analysis.

11. The 2040 plus Project Intersection LOS levels on Figure 4.13-11 in the ConnectMenlo EIR are not consistent with those in the Facebook EIR, Figure 3.3-25. Specifically, the LOS on Figure 4.13-11 is worse than that shown in the Facebook EIR for the intersections of University and Obrien (Intersection 39, AM and PM peak); University and Runnymeade (Intersection 52, PM peak); University and Bell Street (Intersection 53; PM peak); Willow and Newbridge (Intersection 33; PM peak); Willow and Coleman (Intersection 19; AM peak); University and 101 SB Ramps (Intersection 56; PM peak); and University and Woodland Ave (intersection 57; PM peak). These inconsistencies call into question the accuracy of both the General Plan Update traffic study and the Facebook Expansion Project EIR, and must be addressed in both documents.

In conclusion, we request that Menlo Park specifically address each of these additional comments in Facebook EIR process. We continue to believe that before the City of Menlo Park could certify the Facebook EIR substantial revisions are necessary and recirculation of a revised Draft EIR for further public review and comment is required.

We appreciate your comments and open communication throughout the process. If you have any questions, comments please call Guido F. Persicone, Planning Manager at (650) 853-3195 or email him at gpersicone@cityofepa.org. We look forward to hearing from you.

Yours truly,

Donna Rutherford,
East Palo Alto Mayor
drutherford@cityofepa.org

A5f. Response to Comment Letter A5f—Donna Rutherford, East Palo Alto (letter dated August 1, 2016)

A5f.1 *The commenter raises concerns about the household population used for the calculation of the 2040 horizon year development potential.* Thank you for your comment. As the commenter noted, two different household population rates were used in the ConnectMenlo Draft EIR and the Facebook Campus Expansion Project EIR. The ConnectMenlo Draft EIR used 2.57 persons per household, per the Association of Bay Area Government (ABAG) Projection 2013, Subregional Study Area Table. The Facebook Campus Expansion Project used an average household size of 2.61 persons, which is from the California Department of Finance. While the household size assumptions may differ, each EIR is an independent analysis and the estimates are based on reputable data. Further, each Draft EIR was prepared by different independent consultants who may use different data sets.

A5f.2 *The commenter raises concerns about inconsistencies with future housing needs projections.* Thank you for your comment on the ABAG projections used in the ConnectMenlo and Facebook Campus Expansion Project Draft EIRs. The commenter notes that the ConnectMenlo Draft EIR uses ABAG Projections 2009. The footnote with the 2009 citation is erroneous in the ConnectMenlo EIR and will be corrected in the ConnectMenlo Final EIR. The data reported is from the ABAG Projections, consistent with the Facebook Campus Expansion Draft EIR.

A5f.3 *The commenter raises concerns about the future projected employees and the number of housing units needed to accommodate employees.* Thank you for your comment. The ConnectMenlo General Plan Update is a broad, high-level plan and no specific projects are currently proposed. Therefore, the ConnectMenlo Draft EIR assesses impacts based on how the project would facilitate growth in the study area through 2040 in the context of whether "adequate planning" has occurred. It is beyond the scope of the ConnectMenlo EIR to determine where all employees will live. The EIR for the Facebook Campus Expansion Project assesses the potential impacts of a defined project, and therefore, the environmental analyses differ. However, the data used in each analysis are from reputable sources and the analyses were prepared by independent consultants. There is no requirement that a lead agency use only one set of data for all environmental analyses. Different data sets may be more appropriate to certain projects.

A5f.4 *Displacement Analysis for ConnectMenlo General Plan Update.* Thank you for your comment. Facebook voluntarily elected to have the City prepare a displacement analysis for the Facebook Campus Expansion Project, which is not a topic under CEQA. While the analysis is not required for compliance with CEQA, it should be noted that a key difference between the two projects is the ConnectMenlo General Plan update includes the potential for up to 4,500 new housing units in addition to the increased potential commercial development.

A5f.5 *Discrepancies between baseline service ratio for Menlo Park Fire Protection District.* Thank you for your comment. The comment states that in the ConnectMenlo Draft EIR, the existing service ratio for the Menlo Park Fire Protection District is 0.85 personnel per 1,000 service population. Please see the Existing Conditions section of the ConnectMenlo Draft EIR (page 4.12-3) which states that MPFPD's current service ratio is 0.86 personnel per 1,000 service population. This Facebook Draft EIR that states that the current service population ratio is 0.85 personnel per 1,000 service population. However, supplemental information from the Fire District was provided for the Facebook Campus Expansion Project Draft EIR that identified a service ratio

goal of 0.88 personnel per 1,000 service population. The District stated in its response to the City's request for information that staffing levels are constantly changing. Therefore, given the date of each Draft EIR response, the ratio of personnel to 1,000 service population may differ. Therefore, ratios of 0.86 and 0.88 service personnel per 1,000 service population are based on accurate data and do not alter the analysis.

A5f.6 *Parks and Recreation consistency comments.* Thank you for your comment. Policy OSC-2.4: Parkland Standards requires the City to strive to maintain the standard of 5 acres of parkland per 1,000 residents. It is not a mandatory threshold which the city may not fall below. It also does not require the parkland to be city-owned. The ConnectMenlo Draft EIR has included the 26-acre Flood Park in its parkland ratio calculation. Flood Park is located entirely within the City of Menlo Park. Flood Park is available to and heavily used by Menlo Park residents. As stated in Chapter 4.11 of the ConnectMenlo Draft EIR, Public Services, while there are no plans at this time, the City and the County have discussed transferring Flood Park to the City because of the County's budget deficit and is currently undergoing a master planning process to add new sports fields play areas, walking paths and other amenities which will be available to Menlo Park residents. The Facebook Campus Expansion Project did not include Flood Park in the parkland calculation. This analysis is more conservative and would not alter the less than significant impact findings.

A5f.7 *School enrollment consistency comments.* Thank you for your comments. The numbers from the Facebook Campus Expansion Project Draft EIR and the numbers from the ConnectMenlo Draft EIR are from two different sources; Enrollment Projection Consultants and DataQuest, respectively. Both are adequate sources to evaluate impacts to schools.

A5f.8 *The PM LOS of F for University Avenue and Woodland Avenue is not consistent with the Facebook Expansion EIR, Figure 3.3-9, which shows existing conditions as LOS E.* The p.m. peak hour level of service of E for University Avenue/Woodland Avenue as shown on Figure 4.13-7 (ConnectMenlo Draft EIR) is correct. Similarly, the column on Table 4.13-7, immediately to the right of the letter grade, indicates average delay of 71 seconds, which is consistent with level of service E. However, a typo on that table showed "F" instead of "E". Nonetheless, the average delay as shown on that table is consistent with level of service E. As defined on Table 4.13-3, level of service E represents average delay between 55 and 80 seconds, while level of service F would occur if average delay is 80 seconds or more.

A5f.9 *Discrepancy with number of jobs in 2040 cumulative analysis.* The ConnectMenlo Draft EIR and the Facebook Campus Expansion Project Draft EIR evaluated two different 2040 No Project scenarios. The proposed Facebook Campus Expansion Project is included under 2040 No Project conditions in the ConnectMenlo Draft EIR (see Table 3-2 in Chapter 3, Project Description, of the Draft EIR), but it is not included under 2040 No Project conditions in the Facebook Campus Expansion Project Draft EIR. (The Facebook Campus Expansion Project Draft EIR identifies the 2040 No Project scenario as "Cumulative 2040 Existing General Plan Conditions".) The proposed Facebook Campus Expansion Project would allow up to 6,550 jobs. The citywide year 2040 job supply under the current General Plan is estimated at 41,200 jobs without the proposed Facebook Campus Expansion Project, and 47,750 jobs with the proposed Facebook Campus Expansion Project.

A5f.10 *The 2040 No Project Intersection LOS is not consistent with the Facebook Campus Expansion EIR that was circulated concurrently with the General Plan Update EIR.* Please see response for A5f9.

A5f.11 *The 2040 plus Project Intersection LOS levels on this figure are not consistent with those in the Facebook EIR, Figure 3.3-25.* The two figures identified by the commenter differ because they are showing two different analysis scenarios. Figure 3.3-25 of the Facebook Expansion EIR shows

level of service under "Cumulative 2040 Existing General Plan plus Project" conditions. The Existing General Plan is the current, adopted General Plan (not the proposed ConnectMenlo General Plan update), while the "Project" identified in the Facebook Expansion EIR is the Facebook Expansion project. The scenario identified in Figure 3.3-25 of the Facebook Expansion Draft EIR is consistent with the 2040 No Project scenario identified in the ConnectMenlo Draft EIR. Figure 4.13-11 of the ConnectMenlo Draft EIR shows level of service under 2040 plus Project Conditions, reflecting conditions with the proposed General Plan.

A5f.12 *Revisions and recirculation.* Thank you for your comments and concerns regarding the adequacy of the Facebook Campus Expansion Project Draft EIR. The City appreciates the City of East Palo Alto's interest in each project and its diligent review of the ConnectMenlo and Facebook Draft EIRs. As stated in the previous responses, data may differ between each EIR given the independent nature of each analysis. The analyses are based on reputable data and the noted differences are not inconsistencies that warrant additional analysis, nor do these warrant recirculation of the Draft EIRs because they do not result in new significant impacts nor substantially increase the severity of the impacts analyzed in the Facebook and ConnectMenlo Draft EIRs

Gary Lauder <gary@lauderpartners.com> July 11, 2016 5:29 PM
To: Kyle Perata <ktperata@menlopark.org>
Cc: "city.council@menlopark.org" <city.council@menlopark.org>, "planning.commission@menlopark.org" <planning.commission@menlopark.org>
Comments on FaceBook's Campus Expansion's Draft EIR

1 Attachment, 83 KB

Dear Mr. Perata,

While I am a member of the Atherton Transportation Committee, I am not speaking on behalf of it nor Atherton, but rather as a private citizen concerned about the welfare of all citizens in the area, not just my town. The traffic impacts of this development will be substantial. Since many of the affected roads and intersections were already very congested, the congestion impact of the incremental traffic will be disproportionate. See graph:

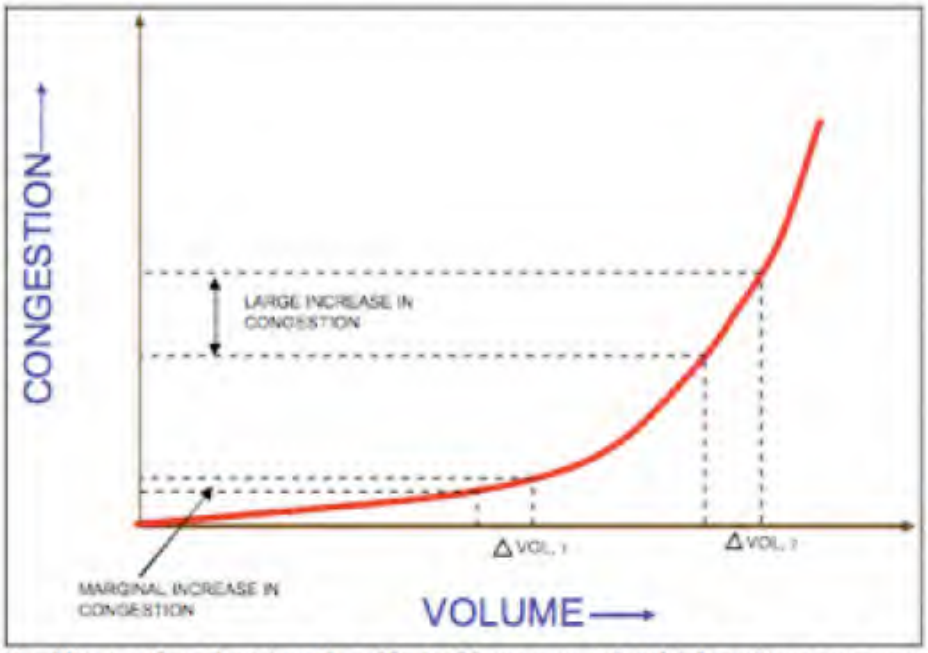

Figure 1: Illustration showing the effect of incremental vehicle volume on congestion.

From: http://www.examiner.com/article/why-aaa-is-wrong-about-congestion-and-bike-lanes

Consequently, FB should be responsible for mitigating the incremental traffic impact of the new developments (and the prior ones). The mitigations proposed in the DEIR are not meaningful nor sufficient. The main mitigation proposed is (TRA-1.2 on P.ES-23) promising to get people to commute during off-peak periods, is hard to enforce nor rely on it not being traded away by a future MP government. The mitigations should be of the type that Transportation Impact Fees (TIF) are required to be spent on: adding capacity to the roads. The DEIR was over 5K pages, and the Executive Summary was 72 pages, so thank you for summarizing it in only 10 pages. All of the documents referred to the adverse traffic impacts as being "significant and unavoidable." Calling it "unavoidable" betrays an attitude of hopelessness and intellectual poverty that we have come to expect — but should not accept — from people and companies that have the intellect and resources to actually avoid them.

The time that people waste stuck in traffic is valuable. For more on that, see my 11-min. presentation: http://bit.ly/GML-TEDx When the value of people's time is multiplied by the vast numbers of people delayed, it becomes evident that investing in the additional capacity to accelerate traffic has a high return on investment.

The main opportunity to decongest this area's congestion would be via improving the 2 intersections of: Bayfront (84) & Willow and Bayfront (84) & University. As I explained in a letter to the MP City Council on 2/23/16

(http://lauderpartners.com/MP/Memo_to_MP_City_Council_re_Willow-101_Interchange.html), the monies destined for replacing the interchange of 101 & Willow should instead be redirected to upgrading the 2 Bayfront intersections. Not fixing those prior to replacing the 101 interchange would be even worse. There are many potential ways of improving affected roads such that the word "unavoidable" should only be used after having already tried the following (among others): bridges, tunnels, non-grade crossings, additional turn lanes, additional lanes, eminent domain, roundabouts, etc.

I am not advocating for FB to pay for all this, nor MP per se. I think that the appropriate thing would be for FB to pay TIFs for its incremental traffic (at very high rates given the points above) toward projects that would also be paid for by Caltrans, MP and perhaps also incremental tolls collected on the Dumbarton bridge.

We are an advanced society that suffers from traffic problems due to having given up on solving problems using hundred year old technology (bridges, tunnels, etc.). One rationalization for the hopelessness is believing in "induced demand" — the notion that more capacity just invites more traffic such that it doesn't help. I believe that that perspective misreads the data and that actually it is a result of pent-up demand.

Menlo Park has some of the worst traffic in the Bay Area, which has the worst in the country, so I hope that will not succumb to the doctrine of hopelessness. It's not "unavoidable."

Thanks,

-Gary Lauder

PS: for more background, see: http://lauderpartners.com/MP/

I33. Response to Comment Letter I33 -- Gary Lauder (letter dated July 11, 2016)

I33.1 *The commenter expresses concern over the traffic impacts of the development and suggests that because many roads and intersections are already congested, the additional volume will cause a disproportionate increase in congestion. The commenter expresses concerns regarding the enforceability of the proposed trip caps. The commenter further suggests that the main opportunity to reduce congestion would be via improving the two intersections on Bayfront Expressway (State Route 84) with Willow Road and University Avenue.*

The traffic analysis methods used, including both the travel demand and dynamic traffic assignment model and the intersection operations analysis using Highway Capacity Manual (HCM) 2010 Operational methods, take into account the disproportionate growth in congestion and delay at high volume locations. Please see Master Response 5 for a discussion of the methodology used in the Draft EIR's analysis of traffic anlaysis.

The Draft EIR identifies required mitigation for peak hour traffic impacts from the proposed Project on pages 3.3-32 through 3.3-41. Mitigation TRA-1.2 requires implementation of a peak hour trip cap to limit the number of trips during peak hours. See Master Response 5 for a discussion of the trip cap implementation and enforcement. Vehicle trips allowed under the trip cap cannot be increased without evaluation of the potential environmental impacts of such a change.

The Project Sponsor is required to implement all mitigation measures as identified in the Draft EIR. Further, the Project Sponsor is required to pay the City's Transportation Impact Fee (TIF) as required in Municipal Code section 13.26. Mitigation measures identified in the Draft EIR, as summarized on pages 3.3-32 through 3.3-41 are those required in addition to the TIF program.

As discussed in Mitigation Measures TRA-1.1c and TRA-1.1d on pages 3.3-32 to 3.3-34 of the Draft EIR, potential future grade-separations are identified at the two intersections identified by the commenter, Bayfront Expressway (State Route 84)/Willow Road and Bayfront Expressway (State Route 84)/University Avenue. Mitigation Measure TRA-1.1d requires the Project Sponsor to prepare a Project Study Report, or other appropriate document, to assess the feasibility of grade separation at Bayfront Expressway and University Avenue. As stated in the Draft EIR, the City of Menlo Park cannot guarantee the feasibility of such improvements, due to potential right-of-way, wetland and environmental impacts. For these reasons, and since the two intersections are not under the control of the City of Menlo Park, impacts at both intersections are identified as significant and unavoidable. Nonetheless, the Project Sponsor will be required to pursue mitigation measures as identified in the Draft EIR.

If mitigation measures would not diminish effects to a less-than-significant level, then the impacts would be classified as significant and unavoidable. If the City Council decides to approve the Project and the Project, as approved, would result in significant impacts that could not be mitigated to less-than-significant levels, then the City Council must indicate that any such unavoidable impacts are acceptable because of overriding considerations. Pursuant to CEQA Guidelines Section 15093, a statement of overriding considerations would balance the benefits of the Project against its unavoidable environmental effects. If City Council finds that the benefits of the Project outweigh the impacts, then the adverse environmental effects may be considered acceptable.