CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **9/30/2025**
Staff Report Number: **25-143-CC**

Public Hearing: **Consider approval of the Parkline Master Plan Project and 1) adopt a resolution to certify the final environmental impact report, make California Environmental Quality Act findings, adopt a statement of overriding considerations for significant and unavoidable impacts, and adopt a mitigation monitoring and reporting program; 2) adopt a resolution to amend the General Plan Land Use Element and Land Use Map; 3) introduce, read the title, and waive further reading of an ordinance to amend the Zoning Ordinance to add the C-1-S (Administrative, Professional, and Research District, Special) district, amend the Zoning Map to rezone the project site to the C-1-S district and incorporate a new "X" overlay district, and approve the conditional development permit; 4) introduce, read the title, and waive further reading of an ordinance to adopt the development agreement; 5) adopt a resolution to approve the vesting tentative map; and 6) and adopt a resolution to approve the below market rate housing agreement for the Parkline Master Plan Project located at 201, 301 and 333 Ravenswood Ave. and 555 and 565 Middlefield Rd.**

Recommendation

Staff recommends that the City Council consider the Planning Commission's resolution (Attachment A) recommending the City Council approve the following actions related to the Parkline Master Plan Project:

- Adopt a resolution to 1) certify the final environmental impact report (Final EIR) analyzes the potential environmental impacts of the proposed project and make the California Environmental Quality Act (CEQA) findings to address impacts, including a statement of overriding considerations for significant and unavoidable environmental effects that would result from the proposed project, and 2) approve the mitigation monitoring and reporting program (MMRP) for the proposed project to mitigate impacts to less than significant with mitigation or reduce significant and unavoidable impacts (Attachment B);
- Adopt a resolution to amend the General Plan Land Use Element to allow for the proposed land uses (intensity and density) in the Commercial land use designation and amend the General Plan Land Use Map to change the land use designation for the property at 201 Ravenswood Ave. to Commercial (Professional and Administrative offices) (Attachment C);
- Introduce, read the title, and waive further reading of an ordinance to amend the Zoning Ordinance to

add the C-1-S (Administrative, Professional, and Research District, Special) district, amend the Zoning Map and rezone the project site from C-1(X) (Administrative and Professional District, (Restrictive)), R-1-S (Residential Single Family, Suburban), and P (Parking) to the proposed C-1-S (Administrative, Professional and Research, Special) district and to include the "X" Conditional Development combining district overlay, and approve a conditional development permit (CDP) to develop the proposed project through a master plan, and outline the performance standards, development regulations (e.g. open space, design controls), project requirements for the implementation of the master plan (e.g. project phasing, operational requirements), and other project conditions that address site-specific topics (Attachment D);

- Adopt a resolution to approve a vesting tentative map (VTM) to manage parcelization to implement the master plan, abandon existing easements and future reserved rights-of-way, identify new public access and utility easements, and site infrastructure (Attachment E);
- Introduce, read the title, and waive further reading of an ordinance to adopt a development agreement (DA) between the City and the project applicant for vested rights in exchange for community benefits and assurances on the timing and phasing of the proposed project (Attachment F); and
- Adopt a resolution to approve the below market rate (BMR) housing agreement for on-site BMR units in accordance with the City's BMR Ordinance and to dedicate an approximately 1.6-acre parcel to a non-profit affordable housing developer to provide up to 154 affordable residential units (Attachment G).

Policy Issues

The City Council should consider the Planning Commission's review and recommendation when evaluating the merits of the project, including the proposed project's consistency with the City's current general plan and municipal code, proposed amendments to the general plan and municipal code, including a newly proposed C-1-S zoning district, and applicable adopted City policies and programs. The proposed CDP, including specific design regulations for the proposed project, will also need to be considered. As part of the project review, the City Council will need to make findings that the merits of the proposed project and the community benefits associated with the DA balance the significant and unavoidable environmental impacts as described in the EIR by adopting a statement of overriding considerations. Attachment C, Exhibit A includes a chart showing staff's evaluation of the proposed project's consistency with applicable general plan policies.

The City prepared the following documents to analyze the proposed project and inform community members, the Planning Commission, and the City Council. Because the applicant updated the project to cap the non-residential space at 1 million square feet after the following documents were prepared, a supplemental memo was prepared for each document:

- Housing Needs Assessment (HNA) and supplemental memo; and
- Fiscal Impact Analysis (FIA) to inform decision makers and the public of the potential fiscal impacts of the proposed project and supplemental memo.

The policy issues summarized here are discussed in detail in the Aug. 25 Planning Commission staff report (Attachment H), including an analysis of the HNA and FIA and the supplemental memos. These reports are not subject to specific City action, but provide background information for the CDP, DA, and other land use entitlements.

Background

Existing site

SRI International is a nonprofit research institute located on an approximately 63-acre campus, developed with approximately 38 buildings, totaling 1.38 million square feet, at 301 and 333 Ravenswood Ave. and 555 and 565 Middlefield Rd. (SRI campus). The project site also includes an approximately 1-acre parcel at 201 Ravenswood Ave., developed with the First Church of Christ, Scientist and Alpha Kids Academy (FCCS site). For purposes of this staff report, Ravenswood Avenue is oriented east to west. The project site is generally bound by Laurel Street to the west, Ravenswood Avenue to the north, Middlefield Road to the east and Seminary Drive, Burgess Drive and the USGS campus to the south. Attachment I includes a location map.

Proposed project

The applicant (LPGS Menlo, LLC commonly referred to as “Lane Partners”) is proposing to comprehensively redevelop the project site. Primary development program elements include:

- 646 residential dwelling units, comprised of 46 townhome-style units in two components and 600 apartments in two multifamily buildings;
- An approximately 1.6-acre parcel, dedicated to an affordable housing developer for the future construction of a 100% affordable housing development project of up to 154 dwelling units;
- Retention of three existing buildings (Buildings P, S and T) for SRI's continued use;
- Demolition of two buildings at 201 Ravenswood Ave. and 35 buildings on the SRI campus, to be replaced with up to five office/R&D buildings, a new amenity building and three parking structures;
- A limit of 1 million square feet of non-residential square footage, inclusive of the three buildings to be retained, new office/R&D space, and commercial retail space;
- Decommissioning of the existing 6-megawatt natural gas power plant;
- Inclusion of community-serving space within the 100% affordable building; and
- Dedication of an approximately 2.6-acre public park along Ravenswood Avenue, to be built and operated by the City of Menlo Park, with the potential for the City to locate a below-grade emergency water storage reservoir and well.

The proposed site plan is included in Attachment J. The full masterplan plan set is included as Attachment K, and the proposed project description letter is included as Attachment L.

The applicant submitted the initial application in October 2021 pertaining solely to the SRI campus and subsequently submitted a revised iteration of the project in early 2024 to incorporate the FCCS site, increase the residential component by 250 dwelling units to a total of 800 units, and include a potential below-grade emergency water storage reservoir and emergency well for the benefit of Menlo Park Municipal Water (MPMW). This version of the project is referred to as the project variant.

In response to community feedback regarding the project variant and as part of the DA negotiations, the applicant further modified the project variant in August 2025 by reducing the amount of non-residential development (primarily office/R&D building space) to a maximum of 1 million square feet, inclusive of the approximately 287,000 square feet comprising existing Buildings P, S and T, and any commercial/retail uses. The proposed regulating documents, with the exception of the project plans, reflect this revised project description. This staff report describes the modified project variant as the proposed project.

Planning Commission review and recommendation

On Aug. 25 the Planning Commission reviewed the proposed project and voted 7-0 to adopt a resolution recommending that the City Council certify the Final EIR and approve the proposed project. As part of its

motion, the Planning Commission highlighted for City Council's consideration the Commission's desire for additional ground floor retail uses in the proposed project. The draft meeting minutes are included as Attachment M. A table summarizing the previous project milestones and meetings is included in Attachment N.

Seventeen people spoke during the public comment period at the Planning Commission meeting. Community members expressed support as well as concerns regarding the proposed project. Concerns were centered on the topics of increased traffic congestion and related safety concerns, and concerns about the amount of office/R&D space proposed and the impact on the City's job/housing imbalance. Other concerns related to the height of buildings along the Ravenswood Avenue and Laurel Street project frontages, potential delays to the project timeline impacting the sale of 201 Ravenswood Ave., bird safety, impacts to school districts, and the desire for additional housing at the project site.

Planning Commissioners discussed a number of items including potential modifications to the master plan if the proposed project is approved and the process to review those modifications, the benefits to the City including additional housing units and BMR units, publicly accessible open space, new bicycle and pedestrian connections through the site, the potential for more retail at the project site, jobs/housing balance, and transportation improvements. The Planning Commission's resolution did not include any recommended modifications for the City Council's consideration.

City Council review and actions

At this meeting, the City Council will consider and determine whether to take the following actions. The City Council may vote on all actions through one motion or may vote on each action individually. The decision whether to certify the Final EIR and associated actions must be completed before decisions on the requested land use entitlements.

1. Certify the Final EIR, make CEQA findings, adopt a statement of overriding considerations for significant and unavoidable impacts, and approve the MMRP for the proposed project.
2. Amend the General Plan Land Use Element and the General Plan Land Use Map;
3. Amend the Zoning Ordinance, amend the Zoning Map, rezone the project site, and approve a CDP;
4. Approve a VTM;
5. Enter into a DA between the City and the project applicant; and
6. Approve the BMR housing agreement.

The City Council is the final decision-making body on the above actions. If the City Council certifies the Final EIR and approves the project entitlements, the two ordinances will be brought to the City Council for a second reading and adoption, tentatively scheduled for Oct. 7. The ordinances would become effective 30 days later. The resolutions, for items such as the EIR certification and the general plan amendments, would become effective immediately.

The CDP would enable development of the project site through a master plan. To carry out the proposed project, future architectural control permits for detailed building designs and site features (e.g., open space) would be required to be reviewed and approved by the Planning Commission.

Analysis

Detailed project description and analysis

This staff report focuses on analysis of staff and applicant-initiated changes to the draft CDP and DA since the Planning Commission meeting. Since the Planning Commission meeting, staff also incorporated clarifying edits and formatting updates to the draft resolutions and ordinances. For a detailed analysis of the proposed project, please review the Aug. 25 Planning Commission staff report (Attachment H). Table 1

summarizes topics discussed and location within the Planning Commission staff report for reference.

Table 1: Planning Commission staff report organization

Section	Topics discussed	Page(s)
Background and existing conditions	Existing uses and project site history, existing zoning and general plan designations, site location, and project milestones	3
Project variant and current master plan	Evolution of project (project and project variant studied in EIR) and the current proposed project with the 1 million square foot non-residential cap	4
Proposed project description	Proposed project description, proposed project data and proposed layout	4 to 6
General plan, zoning ordinance, and zoning map amendments	General plan text and land use map amendments, proposed C-1-S zoning district, zoning map amendments to rezone the project site to C-1-S and add the "X" conditional development combining district, and proposed CDP	6 to 7
Development regulations and design standards	Permitted and proposed density, floor area ratio (FAR), and gross floor area (GFA); lot size, lot dimensions, and setbacks; building height; site signage and outdoor advertising, including allowance for a master sign program for the project site; construction hours and noise compliance during construction; and development regulations and design standards	7 to 9
Proposed project phasing	Conceptual proposed project phasing, including detailed discussion of phases 1A, 1B, 2 and 3 and the requirements for each phase	10
Open space, trees and landscaping	Overall open space across the project site, publicly accessible open space, and heritage tree removals and heritage tree replacements	11 to 12
Green and sustainable building regulations	Green and sustainable building requirements of the C-1-S zoning and the CDP (e.g., LEED certification, renewable energy, water efficiency, electric vehicle (EV) charging, waste management, etc.) and recycled water infrastructure for future use	12
Hazardous materials and biosafety levels	Emergency diesel generators, hazardous materials review for future R&D uses, bio-safety levels (BSL) lab parameters including prohibition of new BSL 3 and 4 labs and decommissioning of existing BSL 3 labs on-site	12 to 13
Site access, circulation, parking and transportation demand management (TDM)	Vehicular access and circulation; bicycle and pedestrian circulation; vehicle and bicycle parking; maximum parking ratios; TDM; and level of service (LOS) or roadway congestion analysis including recommended roadway and intersection improvement measures to address LOS deficiencies from the proposed project	13 to 16
Vesting tentative map (VTM)	Parcelization, utility and future reserved right-of-way abandonments, and new easements	17
Below market rate (BMR) ordinance	BMR ordinance, applicant's proposal (inclusionary units and land dedication for future 100% affordable building), and draft BMR agreement	17 to 18
Development agreement (DA)	Updated draft terms since the study session including non-residential square footage cap, updated proposed project phasing, clarification on commencement of construction and temporary certificate of occupancy, parkland dedication and funding, prohibition on new BSL 3 and 4 labs and phasing out existing BSL 3 labs, project shuttle or City shuttle payment, publicly accessible event area, and other benefits	19 to 24

Fiscal impact analysis (FIA) and housing needs assessment (HNA)	FIA and HNA, including supplemental memos for both analyses outlining the effects of the reduction in non-residential square footage from 1.38 million to 1 million square feet	25 to 26
CEQA review	Background on CEQA, overview of topics analyzed in the draft EIR, impact analysis summary, discussion of the response to comments and Final EIR, summary of significant and unavoidable impacts (i.e., noise, and cultural and tribal resources), alternative analysis, statement of overriding considerations that outlines the benefits of the project, and MMRP to reduce impacts to less than significant with mitigation or reduce significant impacts	26 to 32
Correspondence	Summary of comments received	32 to 33
Conclusion	Conclusion, including staff recommendation to PC	33

Modifications to the conditional development permit (CDP)

CDPs allow for customization and modifications to zoning ordinance and municipal code requirements, provided the proposed project complies with the maximum density and FAR for the site. The new CDP for the proposed project would enable development of the master plan, set permitted and conditionally permitted uses for the project site, include project-specific modifications to development regulations of the proposed C-1-S zoning district, identify typical construction hours, and include phasing, operational requirements and other project-specific conditions of approval to carry out the proposed project.

Since the Planning Commission meeting, Lane Partners and staff incorporated commitments that were made by Lane Partners during the Planning Commission meeting related to the proposed project's interface with the Burgess Classics community, located on Laurel Street to the south and west of the project site, into the draft CDP's development standards (Section 2.3). These commitments include 1) limiting parking garage (PG) three to three stories and 50 feet in height, 2) limiting the use of PG3 to non-residential parking, 3) including façade treatments to prevent light and noise intrusions from any PG3 façade facing Burgess Classics, and 4) installing and maintaining a solid fence of no more than 10 feet in height along any shared property line with the Burgess Classics community for security and visual screening. It should be noted, the proposed 10-foot fence height would deviate from the zoning ordinance 7-foot maximum fence height along property lines shared with residentially zoned properties, such as Burgess Classics; however, this type of modification from a zoning ordinance standard may be approved through the CDP.

Staff is generally supportive of these modifications as they address concerns expressed by residents of the Burgess Classics, although the specifics of the fence, which haven't been determined yet, would need to be reviewed through the architectural control review process. The draft CDP also allows for alternatives to the fence, including landscape screening measures that provide equivalent or superior security and screening. Additionally, the property lines where the fence would be located are not in close proximity to driveways, meaning there wouldn't be safety concerns related to the fence blocking drivers' views of pedestrians or bicyclists.

Staff also added a requirement to the draft CDP for a dashed green bicycle treatment along Laurel Street across the intersection with Ravenswood Avenue to increase safety for bicyclists in response to comments provided by individual Planning Commissioners related to the safety of bicyclists with increased vehicle traffic from the proposed project. Additionally, the draft CDP includes revised versions of the TDM plan and TDM monitoring plan that the applicant updated to clarify the project description. Other elements of the TDM plan and TDM monitoring plan remain unchanged. The above-mentioned updates are included in the draft CDP (Attachment D, Exhibit C).

The applicant requested flexibility to increase the retail square footage in response to the Planning Commission's review and input to provide flexibility for a modified project to include additional retail within the 1 million square foot non-residential cap. However, since the future retail programming of a potential modified project is currently unknown no changes to the retail square footage limit in the draft CDP are proposed at this time. If the master plan is approved and the applicant applies to modify the CDP to increase the permitted retail square footage (as part of a modified project, discussed more in the DA section of this staff report), the proposed programming would be evaluated comprehensively, including any required analyses (e.g., CEQA, FIA, TIA etc.).

Development agreement (DA)
A DA is a negotiated contract between a developer and a city that both allows the city to impose conditions on development projects beyond the city's municipal code requirements and provides certainty to the developer by limiting the city's ability to apply changes to regulatory standards and impact fees to the project for a certain period of time. A DA must be approved by ordinance. The draft DA with the applicant (Lane Partners) would be for a term of 20 years, with an initial eight-year term and the potential for two six-year extensions, provided the applicant meets certain milestones related to the development of housing.

Since the Planning Commission meeting, the applicant requested to change the definition of "modified project approval", which relates to potential future modifications if the proposed project is approved. Previously, this definition stated that the 1 million square foot cap on non-residential is inclusive of up to 45,000 square feet of commercial amenity or retail space, which has been modified to remove the reference of "up to 45,000 square feet" to provide additional flexibility related to the amount of commercial/retail space may be provided. Accordingly, the definition of "Modified Project Approval" has been revised as follows:

> **"Modified Project Approval**" means modification of the Parkline CDP or Parkline VTM sought by Developer during the Initial Term as a result of: (i) a redesign of the Project Site Plan, attached hereto as Exhibit G, to accommodate the reduction of non-residential square footage to a maximum of 1,000,000 SF, inclusive of the existing 287,000 SF in Buildings P, S and T, and ~~inclusive of up to 45,000 SF of~~ any commercial amenity or retail space; or (ii) a redesign of the Project Site Plan to accommodate the cessation of use of Building P or Buildings S and T by SRI and any tenants therein and associated demolition and redevelopment thereof, subject to the Modified Project Approval Conditions; or (iii) a combination of (i) and (ii) above. A Modified Project Approval (a) may include modification of the dimensions and locations of particular project features (e.g. Event Area, Publicly Accessible Restroom), provided that the overall size and intended uses of the features are not reduced thereby, and (b) shall include a modification to the Project Site Plan governed by the Parkline CDP that depicts and details how the 1,000,000 SF of non-residential square footage will be accounted for on the Property.

If the applicant opts to increase the retail square footage as part of a future modified project, the CDP would need to be amended by the City Council since it includes a 45,000-square-foot cap on commercial/retail square footage within the overall non-residential cap. Any future modified project would likely necessitate an amendment to the CDP (e.g., an increase in housing units).

Additionally, staff revised Section 4.1.B to indicate that the publicly accessible open space easement agreement (POPA easement agreement) would be "in a form and substance satisfactory to the City Attorney, as determined in her or his sole discretion" instead of attaching a form of POPA easement agreement. This modification allows the POPA easement agreement or similar instrument for the 1.95 acres for park and open space purposes related to the rec-in-lieu fee credit to be coordinated with other public access easement agreements. Conforming changes are proposed throughout the DA. The draft DA, as

revised, is included in Attachment F, Exhibit A.

Next steps
The applicant has expressed interest in potentially modifying the proposed project following City Council action to include more retail space and potentially additional residential units. If the proposed project is approved, the applicant would need to apply for a CDP amendment to move forward with modifications to the density and land uses in the CDP.

If the proposed project is approved and the applicant elects to move forward with the approved project without future modifications, the applicant would be required to submit a final map for parcelization and infrastructure, and architectural control permit applications for the review of proposed buildings and related features, prior to submitting building permit applications. The final map would be subject to City Council review and action and the architectural control permits would be reviewed and acted upon by the Planning Commission.

Correspondence
Since the Aug. 25 Planning Commission meeting, staff received three emails on the project, one expressing concerns about traffic congestion and related safety concerns, one expressing concerns about the removal of heritage trees, and one from a representative of the adjacent McCandless property expressing concerns related to increased traffic, noise and fencing. These emails are included as Attachment Q. Emails sent to the City Council on the project are not included here as they are available on the City's website.

Conclusion
The proposed project would add 800 residential units, including 251 BMR units, to the City's housing supply, remove the natural gas powered co-generation plant, provide green and sustainable benefits, including all electric new buildings, add bicycle and pedestrian connections through the site, and dedicate a public park to the City, with the opportunity for a below grade water reservoir and emergency well, among other benefits. Attachment C, Exhibit A includes a chart showing project consistency with applicable general plan policies.

Staff recommends that the City Council consider the Planning Commission's recommendation, certify the EIR, approve the requested land use entitlements and adopt the resolutions and introduce ordinances to enable the proposed project. The City Council will need to consider the environmental analysis, the merits of the proposed project, the comprehensive redevelopment through the CDP, the provision of BMR units, the General Plan, Zoning Ordinance and Zoning Map amendments, the VTM, and the community benefits in the DA. The City Council will also need to evaluate the modifications to the CDP and DA since the Planning Commission meeting.

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

Environmental Review
As stated in the CEQA Guidelines, an EIR is an informational document that is intended to provide the City, responsible and trustee agencies, other public agencies, and community members with detailed information about the potential environmental effects that could result from implementing the proposed project, examine

and implement mitigation measures to reduce or avoid potentially significant physical environmental impacts if the proposed project is approved, and consider feasible alternatives to the proposed project, including a required No Project Alternative. The Final EIR, which includes the Draft EIR by reference, is included through the hyperlink in Attachment P and the appendices are included as Attachment Q.

The City released the Draft EIR for public review and comment on June 20, 2024. The comment period closed Aug. 5, 2024. A detailed summary of the environmental analysis, including the significant impacts, the response to comments and project alternatives is contained within the Planning Commission staff report (Attachment H).

As part of its consideration of the merits of the proposed project, the City Council will need to review and consider the Statement of Overriding Considerations (SOC) along with the MMRP. To adopt the SOC, the City Council will need to determine that the benefits of the proposed project outweigh the significant, unavailable effects of the proposed project. The draft SOC outlines the following public benefits of the proposed project: economic, environmental and social benefits. The MMRP is included as Attachment B, Exhibit A. The draft resolution certifying the EIR, making the CEQA findings inclusive of the SOC and the MMRP is included in Attachment B. The MMRP includes the feasible mitigation measures identified in the EIR.

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, notification by mail to owners and occupants within a ¼ miles radius of the subject property and an article in the City's Weekly Digest. Following publication of the staff report, a link to the report was sent to project page subscribers.

Attachments

A. Planning Commission Resolution recommending the City Council 1) adopt a resolution certifying the Final EIR, making CEQA Findings, and adopting a SOC for significant and unavoidable impacts and the MMRP, 2) adopt a resolution amending the General Plan Land Use Element and Land Use Map, 3) adopt an ordinance amending the Zoning Ordinance to add the C-1-S (Administrative, Professional, and Research District, Special) and Zoning Map to rezone the project site to C-1-S district and incorporate a new "X" overlay district, and approving the CDP, 4) adopt a resolution approving the BMR housing agreement, 5) adopt a resolution approving the VTM, and 6) adopt an ordinance approving the DA for the Parkline Master Plan development.
B. Resolution certifying the Final EIR, adopting findings, a SOC and a MMRP
   Exhibits to Attachment B
   A. MMRP
C. Resolution approving amendments to the Land Use Element and Land Use Map
   Exhibits to Attachment C
   A. General Plan consistency table
   B. Amendments to the General Plan Land Use Element
   C. Amendment to the General Plan Land Use Map
D. Ordinance amending Title 16 of the Menlo Park Municipal Code, amending the Zoning Map, and approving a CDP for the Project
   Exhibits to Attachment D
   A. Chapter 16.35 C-1-S – Administrative, Professional and Research, Special District
   B. Zoning Map – Zoning Map Exhibit – C-1-S(X)

C. CDP
D. General Plan consistency table

E. Resolution approving the VTM
Exhibits to Attachment E
A. VTM conditions
B. General Plan consistency table

F. Ordinance approving the DA
Exhibits to Attachment F
A. DA for the Parkline Master Plan Project by and between the City of Menlo Park and LPGS Menlo, LLC

G. Resolution approving the BMR agreement
Exhibits to Attachment G
A. Parkline Project Wide Affordable Housing Agreement

H. Hyperlink – Aug. 25 Planning Commission agenda packet: www.menlopark.gov/files/sharedassets/public/v/3/agendas-and-minutes/planning-commission/2025-meetings/agenda/20250825-planning-commission-agenda-packet.pdf

I. Location map

J. Master plan site plan

K. Hyperlink – Full master plan project plans: www.menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/under-review/parkline/map20250703/project-variant-master-plan-set_0703.pdf

L. Hyperlink – Project description letter: www.menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/under-review/parkline/updated-master-plan-project-narrative-august-2025.pdf

M. Draft August 25 Planning Commission minutes

N. Project milestones and meeting summary table

O. Hyperlink – May 27 Staff Report #25-081-CC: www.menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2025-meetings/20250527/k1-20250527-cc-parkline-review.pdf

P. Hyperlink – May 27 City Council minutes: www.menlopark.gov/files/sharedassets/public/v/1/agendas-and-minutes/city-council/2025-meetings/minutes/20250527-city-council-special-and-regular-minutes-approved.pdf

Q. Correspondence

R. Hyperlink – Final Environmental Impact Report (EIR): www.menlopark.gov/files/sharedassets/public/v/2/community-development/documents/projects/under-review/parkline/parkline_feir_07012025.pdf

S. Hyperlink – Final Environmental Impact Report (EIR) appendices: www.menlopark.gov/files/sharedassets/public/v/2/community-development/documents/projects/under-review/parkline/parkline_feir_appendices_07012025.pdf

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PLANNING COMMISSION RESOLUTION NO. 2025-038

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK RECOMMENDING THAT THE CITY COUNCIL: ADOPT A RESOLUTION CERTIFYING THE ENVIRONMENTAL IMPACT REPORT, MAKING CEQA FINDINGS OF FACT, ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING THE MITIGATION MONITORING AND REPORTING PROGRAM; ADOPT A RESOLUTION APPROVING AMENDMENTS TO THE LAND USE ELEMENT AND LAND USE MAP OF THE GENERAL PLAN; ADOPT AN ORDINANCE AMENDING TITLE 16 OF THE MENLO PARK MUNICIPAL CODE TO ADD A NEW CHAPTER 16.35 AND THEREBY CREATE THE C-1-S (ADMINISTRATIVE, PROFESSIONAL AND RESEARCH, SPECIAL) ZONING DISTRICT, APPROVING A ZONING MAP AMENDMENT TO REZONE CERTAIN PROPERTIES C-1-S AND TO ADD A CONDITIONAL DEVELOPMENT ("X") COMBINING DISTRICT, AND APPROVING A CONDITIONAL DEVELOPMENT PERMIT; ADOPT A RESOLUTION APPROVING THE PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT; ADOPT A RESOLUTION APPROVING A VESTING TENTATIVE SUBDIVISION MAP; AND ADOPT AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR THE PARKLINE MASTER PLAN PROJECT CONSISTING OF NON-RESIDENTIAL DEVELOPMENT OFFICE/R&D BUILDINGS OF APPROXIMATELY 1,000,000 SQUARE FEET, INCLUSIVE OF APPROXIMATELY 287,000 SQUARE FEET IN EXISTING BUILDINGS P, S AND T, AND UP TO 45,000 SQUARE FEET OF COMMERCIAL/RETAIL SPACE, DEVELOPMENT OF UP TO 800 RESIDENTIAL DWELLING UNITS, AND ASSOCIATED OPEN SPACE AND INFRASTRUCTURE

WHEREAS, the City of Menlo Park ("City") received an application from LPGS Menlo, LLC, a Delaware limited liability company ("Applicant") to redevelop the approximately 64.3 acre site commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site"); and

WHEREAS, the Applicant proposes to demolish 35 existing buildings and a church and associated multi-use building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a mix of uses consisting of non-residential office/R&D buildings of approximately 1,000,000 square feet (SF), inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project"); and

WHEREAS, 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 Project; and

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WHEREAS, Applicant has requested an amendment to the Zoning Ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district and to rezone the entirety of the Project Site to C-1-S; and

WHEREAS, amendments to the General Plan Land Use Element are necessary to (1) add the Administrative, Professional and Research Special (C-1-S) Zoning District to the Commercial/Professional and Administrative Offices General Plan Land Use Designation in Table 1; (2) revise the description of "Professional and Administrative Office" to add "neighborhood-serving retail and services" as a compatible use, revise the maximum FAR for non-residential uses from 40% to 50%, and add that for large, master-planned developments involving multiple contiguous parcels, residential density and non-residential FAR may be aggregated across the project area, as identified in the applicable zoning district; and (3) update the acreage totals and percentages in Table 1 including removing 1 acre from the Residential Land Use Designation and adding it to the Commercial Land Use Designation; and

WHEREAS, an amendment to the General Plan Land Use Map, Figure 5 (General Plan Land Use Designation), in the Land Use Element, is necessary to change the Land Use Designation for the parcel at 201 Ravenswood Ave. (APN 062-390-050) from Residential to Commercial; and

WHEREAS, the requested amendments would further the goals of the General Plan; and

WHEREAS, an amendment to Title 16 of the Menlo Park Municipal Code is necessary to add a new Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) zoning district; and

WHEREAS, rezoning of the Project Site is necessary to change the zoning of the Project Site to C-1-S and to add a conditional development ("X") combining district, thereby allowing special regulations and conditions to be added at the Project Site (combined with the base C-1-S regulations) as part of the proposed Project; and

WHEREAS, the Project is eligible for a Conditional Development Permit under Menlo Park Municipal Code section 16.82.055(1) in that the Project Site is more than one acre and is not located in the SP-ECR/D district; and

WHEREAS, a Conditional Development Permit is necessary to authorize development of the Project on the Project Site to comply with Menlo Park Municipal Code section 16.35.055, being adopted as part of the amendment to Title 16 of the Menlo Park Municipal Code, which requires a Conditional Development Permit to set the design standards, including building relationship to the street, building mass and scale, exterior materials, building design, and access and parking, and to allow for modifications to the development regulations in the C-1-S zoning district, with the exception of residential density and intensity (residential and non-residential floor area ratio); and

WHEREAS, the proposed amendment to Title 16 of the Menlo Park Municipal Code to add a new Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) zoning district, the proposed amendment of the City zoning map and rezoning of the Project Site, and approval of the Conditional Development Permit, would promote a comprehensive redevelopment of the Project Site through the inclusion of multiple housing options (i.e., multifamily, attached townhome-style, and detached single-family style units), including affordable residential units, along with office, research and development, retail, and recreational uses at the density and intensity envisioned in the General Plan; and

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

WHEREAS, the proposed amendment to Title 16 of the Menlo Park Municipal Code to add a new Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) zoning district, the proposed amendment of the City zoning map and rezoning of the Project Site, and the Conditional Development Permit are consistent with the General Plan, including the land use designations for the Project Site, as set forth in the General Plan Consistency Table, Exhibit G; and

WHEREAS, General Plan Policy LU-4.7 requires proposed mixed-use and nonresidential development of a certain minimum scale to be evaluated for its fiscal impacts on the City and the community; and

WHEREAS, the City had its consultant, BAE Urban Economics, prepare a fiscal impact analysis pursuant to General Plan Policy LU-4.7 that the Community Development Director reviewed and determined was prepared pursuant to professional standards and based on correct data and assumptions and which showed that the Project would have a negative fiscal impact on the City and community if the non-residential square footage is fully occupied by office uses and a positive fiscal impact on the City and community if the non-residential square footage is fully occupied by research and development uses. The fiscal impact analysis did not evaluate the fiscal effects of the Development Agreement for the Project; and

WHEREAS, pursuant to the requirements of Menlo Park Municipal Code Chapter 16.96 ("BMR Ordinance") and the Below Market Rate Program Guidelines ("Guidelines"), the City and Applicant have prepared that certain Parkline Project Wide Affordable Housing Agreement (the "BMR Agreement), for the Project by and between the City and Applicant, a copy of which is attached hereto as Exhibit 1 to Exhibit D, specifically including Exhibits C and D thereto, containing the form of Below Market Rate Housing Agreement and Declaration of Restrictive Covenants for BMR Rental Units and BMR Ownership Units, respectively; and

WHEREAS, on March 5, 2025, after a duly noticed public hearing, the Housing Commission recommended approval of the BMR Agreement; and

WHEREAS, the Planning Commission has read and considered the BMR Agreement and finds that the BMR Agreement is consistent with the primary objective of the BMR Housing Program, which is to create actual housing units; and

WHEREAS, a Vesting Tentative Subdivision Map for a subdivision is proposed for the Project ("Parkline VTM"); and

WHEREAS, the Project would be developed subject to a Development Agreement that will result in the provision of community benefits by the Applicant, such as additional funding for transportation improvements, a shuttle to transport residents and workers to and from the Project Site or funding for the City's commuter shuttles, land dedication to an affordable housing developer for up to 154 below market rate units, funding for maintenance of future City park, along with the construction, dedication, and maintenance of a public restroom to serve the park, commitment to use union labor for the core and shell for the non-residential buildings and encourage residential developers to use union labor, and community use of open space within the Project, including the Event Area within the Parkline Commons; and

WHEREAS, the Development Agreement also includes an agreement to enter into a Payment In Lieu of Taxes (PILOT) to ensure the City receives expected revenue and a sales tax point of sale designation during construction to increase tax revenue for the City; and several sustainability benefits, including all-electric buildings, installation of recycled water distribution infrastructure for

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

future connections to planned recycled water, and the use of non-diesel backup generators provided specific operational and cost criteria are met; and

WHEREAS, pursuant to Government Code section 65864 *et seq*. and City Resolution No. 4159, the Planning Commission has reviewed the Development Agreement; 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 August 25, 2025, at which all persons interested had the opportunity to appear and comment; and

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

WHEREAS, the Planning Commission has fully reviewed, considered, and evaluated the Final Environmental Impact Report for the Project (State Clearinghouse No. 2022120058) ("Final EIR"), along with all public and written comments, pertinent information, documents and plans prior to recommending that the City Council approve an amendment to the General Plan Land Use Element and General Plan Land Use Map, an amendment to Title 16 of the Menlo Park Municipal Code to add a new Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) zoning district, a zoning map amendment to rezone the Project Site to C-1-S and to add a Conditional Development ("X") Combining District, a Conditional Development Permit, the BMR Agreement, the Parkline VTM, and the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution, along with all Exhibits to this Resolution and any exhibits thereto.

BE IT FURTHER RESOLVED that the Planning Commission finds that the above recitals together with the staff report and the application materials, including without limitation, the Final EIR, and all other documents, reports, studies, memoranda, maps, oral and written testimony, and materials in the City's file for the applications and the Project, and all adopted and applicable City planning documents related to the Project and the Project Site and all associated approved or certified environmental documents, have together served as an adequate and appropriate evidentiary basis for the recommendations set forth in this Resolution.

BE IT FURTHER RESOLVED that the Planning Commission makes the following findings and recommendations:

1. CEQA. The Planning Commission, having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, finds:

    a. The Final EIR was prepared in compliance with CEQA and provides adequate, good faith, and reasoned responses to the comments.

    b. Pursuant to Public Resources Code section 21082.1(c)(3), the Final EIR reflects the City's independent judgment as the lead agency for the Project and is supported by substantial evidence.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

c. 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 Planning Commission would have made its recommendation on the basis of any one of those reasons.

d. Based on the findings in Exhibit A for the reasons stated therein and incorporated fully herein, 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 justify the occurrence of those impacts.

Having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, the Planning Commission recommends that the City Council vote to adopt a resolution to certify the Final EIR, make the findings required by CEQA, adopt the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program ("MMRP") (Exhibit 1 to Exhibit A) all in a form substantially consistent with Exhibit A, including Exhibit 1 to Exhibit A, and approve the Project.

2. *General Plan Amendment*. The proposed amendments to the General Plan Land Use Element (Exhibit 2 to Exhibit B) and General Plan Land Use Map (Exhibit 3 to Exhibit B) are consistent with the General Plan goals, policies, and programs as demonstrated in Exhibit G.

The Planning Commission thus recommends that the City Council adopt a resolution approving the amendments to the General Plan Land Use Element (Exhibit 2 to Exhibit B) and General Plan Land Use Map (Exhibit 3 to Exhibit B) all in a form substantially consistent with Exhibit B, including Exhibits 2 and 3 to Exhibit B.

3. *Zoning Ordinance Amendment, Zoning Map Amendment and Rezoning*. The amendment to Title 16 of the Menlo Park Municipal Code to add a new Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) zoning district (Exhibit 1 to Exhibit C), the zoning map amendment to rezone the Project Site C-1-S and the proposed X Combining District (Exhibit 2 to Exhibit C) are consistent with the General Plan as demonstrated in Exhibit G, which allows the uses permitted in the combining district at the density and intensity proposed and encourages the type of comprehensive redevelopment promoted by the X combining district. The Planning Commission thus recommends that the City Council adopt an ordinance amending Title 16 of the Menlo Park Municipal Code to add a new Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) zoning district (Exhibit 1 to Exhibit C) and approving the Zoning Map Amendment and X Combining District to rezone the Project Site C-1-S X (Exhibit 2 to Exhibit C) all in a form substantially consistent with Exhibit C, including Exhibits 1 and 2 to Exhibit C.

4. *Conditional Development Permit*. In accordance with Municipal Code Section 16.82.090 the Planning Commission has considered the effect of the Project upon the immediate neighborhood and the city and finds that the Project serves the health, safety, and general welfare of the city. Thus, the Planning Commission recommends that the City Council adopt an ordinance approving the Conditional Development Permit (Exhibit 3 to Exhibit C) all in a form substantially consistent with Exhibit C, including Exhibit 3 to Exhibit C.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

5. *BMR Agreement*. The BMR Agreement satisfies the requirements in Chapter 16.96 of the City's Municipal Code and the applicable BMR Housing Program Guidelines. The Planning Commission recommends that the City Council adopt a resolution to approve the BMR Agreement (Exhibit 1 to Exhibit D) all in a form substantially consistent with Exhibit D, including Exhibit 1 to Exhibit D, and direct the City Manager to execute the BMR Agreement on behalf of the City.

6. *Parkline VTM*. The Parkline VTM meets the requirements of the Subdivision Map Act and City of Menlo Park Municipal Code Section 15.20.050:

   a. The Parkline VTM is technically correct and in compliance with all applicable State regulations, City General Plan, Zoning and Subdivision Ordinances, and the State Subdivision Map Act.

   b. The proposed Parkline VTM, including the contemplated design and improvements, is consistent with applicable General Plan goals and policies as demonstrated in Exhibit G. The Project is consistent with the land use designations described in the General Plan and is consistent with City General Plan policies as well as City Zoning Ordinance requirements for master-planned projects at the proposed density and for the types of use.

   c. The Project Site is physically suitable for the proposed master-planned development, including the proposed density of development, and the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat. The Project is consistent with the density and uses for the site set forth in the General Plan. The Project Site is in a heavily urbanized area of the City currently occupied by developed/landscaped areas that include various urban uses and does not include any aquatic habitat. The Project would not cause substantial environmental damage to the already disturbed Project Site and would not substantially injure the limited urban wildlife that access the site or their habitat.

   d. The design of the subdivision or types of improvements is not likely to cause serious public health or safety problems. The Project would comply with General Plan goals and policies, City Zoning and Subdivision Ordinances, and other applicable regulations designed to prevent serious health or safety problems.

   e. The design of the subdivision or the type of improvements does not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision because alternate easements for access or use will be provided that are substantially equivalent to ones previously acquired by the public.

   f. The Project Site is outside of the Federal Emergency Management Agency (FEMA) flood zone. The Project Site is within FEMA Flood Zone X, an area with minimal flood risk and above the limits of the 500-year flood, which means that, in any given year, the risk of flooding is 0.2 percent. The Project Site is not subject to landslides.

   Based on the above findings, the Planning Commission recommends that the City Council adopt a resolution and approve the Parkline VTM (Exhibit 1 to Exhibit E) all in

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

a form substantially consistent with Exhibit E, including Exhibit 1 to Exhibit E., which is incorporated herein by reference.

7. *Development Agreement*. The Planning Commission has reviewed and considered the draft Development Agreement, attached as Exhibit 1 to Exhibit F, which is incorporated herein by reference, as well as the analysis and facts set forth above, the staff report, EIR, other supporting documents, and public testimony and based on this information makes the following findings:

   a. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan. As described in the EIR, the Project will be consistent with the land use designations and the goals and polices of the General Plan.

   b. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the C-1-S-X zoning district in which the Project Site will be located because the Project Site creates opportunities for housing and employment within ½ mile of a major transit stop (e.g. Caltrain station), includes quality residential development at a range of densities in conjunction with commercial development; creates opportunities for research and development (R&D), including life science and laboratory uses, appropriately conditioned to ensure compatibility with office, residential and other allowable uses; blends with and complements existing neighborhoods through site development regulations and design standards that minimize impacts to adjacent uses; provides a quality and sustainable living environment for residents, workers, and visitors; creates housing opportunities emphasizing housing diversity, affordability, and ownership for families and other household compositions through mixed sized housing unit sizes, variation in building types, and variation in housing unit designs; creates integrated site development and open space planning with the inclusion of public use open space amenities.

   c. The Development Agreement is in conformity with public convenience, general welfare and good land use practices because the Project is consistent with the General Plan and zoning designations for the Project Site and appropriate utilities and services can be provided for the Project.

   d. The Development Agreement will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City.

   e. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values within the City.

   f. The Development Agreement will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto by establishing the regulations concerning land use development, timing and sequencing of Project development and the payment of fees.

   g. The Development Agreement will result in the provision of community benefits by the Applicant, such as additional funding for transportation improvements, a shuttle to transport residents and workers to and from the Project Site or funding for the City's commuter shuttles, land dedication to an affordable housing developer for up to 154 below market rate units, funding for maintenance of future City park,

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

along with the construction, dedication, and maintenance of a public restroom to serve the park, commitment to use union labor for the core and shell for the non-residential buildings and encourage residential developers to use union labor, and community use of open space within the Project, including the Event Area within the Parkline Commons. The Development Agreement also includes an agreement to enter into a Payment In Lieu of Taxes (PILOT) to ensure the City receives expected revenue and a sales tax point of sale designation during construction to increase tax revenue for the City. Additionally, the Development Agreement includes several sustainability benefits, including all-electric buildings, installation of recycled water distribution infrastructure for future connections to planned recycled water, and the use of non-diesel backup generators provided specific operational and cost criteria are met.

The Planning Commission thus recommends that the City Council adopt an ordinance and approve the Development Agreement (Exhibit 1 to Exhibit F) all substantially in the form set forth in Exhibit F, including Exhibit 1 to Exhibit F, and direct the City Manager to execute the Development Agreement on behalf of the City.

SEVERABILITY

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Corinna Sandmeier, Principal Planner of the City of Menlo Park, do hereby certify that the above and foregoing Planning Commission Resolution was duly and regularly passed and adopted at a meeting by said Planning Commission on August 25, 2025, by the following votes:

AYES: Behroozi, Do, Ehrich, Ferrick, Schindler, Silin, Silverstein

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this 25th day of September, 2025.

PC Liaison Signature

Signed by:
Corinna Sandmeier
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Corinna Sandmeier
Principal Planner
City of Menlo Park

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Exhibit A Resolution Certifying the Final EIR, Adopting Findings, a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Program (MMRP)
Exhibit 1 to Exhibit A – MMRP (Attachment O to Staff Report)

Exhibit B Resolution Approving Amendments to the Land Use Element and Land Use Map
Exhibit 1 to Exhibit B – General Plan Consistency Table (Attachment B to Staff Report)
Exhibit 2 to Exhibit B - Land Use Element Amendment (Attachment H to Staff Report)
Exhibit 3 to Exhibit B - Land Use Map Amendment (Attachment I to Staff Report)

Exhibit C Ordinance Amending Title 16 of the Menlo Park Municipal Code, Amending the Zoning Map, and Approving a CDP for the Project
Exhibit 1 to Exhibit C - Chapter 16.35 C-1-S District (Attachment J to Staff Report)
Exhibit 2 to Exhibit C - Zoning Map Plat and Legal – C-1-S(X) (Attachment K to Staff Report)
Exhibit 3 to Exhibit C – Conditional Development Permit (Attachment L to Staff Report)
Exhibit 4 to Exhibit C – General Plan Consistency Table (Attachment B to Staff Report)

Exhibit D Resolution Approving the BMR Agreement
Exhibit 1 to Exhibit D - BMR Agreement (Attachment EE to Staff Report)

Exhibit E Resolution Approving the VTM
Exhibit 1 to Exhibit E – VTM (Attachment CC to Staff Report)
Exhibit 2 to Exhibit E – General Plan Consistency Table (Attachment B to Staff Report)

Exhibit F Ordinance Approving the Development Agreement
Exhibit 1 to Exhibit F – Development Agreement (Attachment GG to Staff Report)

Exhibit G General Plan Consistency Table (Attachment B to Staff Report)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PARKLINE MASTER PLAN PROJECT, MAKING FINDINGS, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM, ALL PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, FOR THE PARKLINE MASTER PLAN PROJECT LOCATED AT 201, 301 AND 333 RAVENSWOOD AVENUE AND 555 and 565 MIDDLEFIELD ROAD, MENLO PARK, CALIFORNIA, ALSO IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, and 062-390-780

WHEREAS, LPGS Menlo, LLC, a Delaware limited liability company ("Project Sponsor") submitted an application requesting approval of a General Plan Amendment, both to the text of the land use element and the land use map, Zoning Text Amendment, Zoning Map Amendment, Conditional Development Permit, Below Market Rate Housing Agreement, Vesting Tentative Map, and a Development Agreement to redevelop SRI International's existing approximately 63.2-acre research campus with up to 800 units of housing; approximately 1,093,602 square feet (SF) of office/research-and-development (R&D) uses, commercial amenities, open space improvements, and on- and offsite infrastructure improvements for the Parkline Master Plan Project ("Proposed Project" or "Parkline Master Plan Project") which was later revised to limit the amount of non-residential square footage to 1,000,000 SF, primarily consisting of office/R&D uses, inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space, located at 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road in the City of Menlo Park ("City") (APNs: 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780)(the "SRI Site"), and which was later revised to include the approximately 1-acre First Church of Christ, Scientist property at 201 Ravenswood Avenue (APN: 062-390-050) (together with the SRI Site, the "Project Site"); and

WHEREAS, approval of the Project Sponsor's proposal is considered a "project" for purposes of the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq., and California Code of Regulations Title 14, Section 15000 et seq. ("CEQA Guidelines") because it requires discretionary actions by the City; and

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

WHEREAS, in accordance with CEQA the City determined that an Environmental Impact Report ("EIR") was required to evaluate the impacts of the Parkline Master Plan Project; and

WHEREAS, the City released a Notice of Preparation (NOP) for the Parkline Master Plan Project EIR (EIR) on December 2, 2022, for a 30-day public review period. The City held a public scoping meeting on December 12, 2022, before the City's Planning Commission. Written comments received by the City on the NOP, as well as oral comments at the public scoping meeting, regarding the potential environmental impacts of the Parkline Master Plan Project, were taken into account during preparation of the Draft Environmental Impact Report ("Draft EIR" or "DEIR"); and

WHEREAS, during preparation of the Draft EIR, Project Sponsor was able to obtain site control of the 201 Ravenswood Avenue parcel, which allowed for certain site plan revisions, including an increase of 250 total housing units (for a total of up to 800 units) as compared to the initial

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Proposed Project to be studied under the Draft EIR. The revised site plan is studied under the Draft EIR as an "Increased Development Variant" or "Project Variant"; and

WHEREAS, the EIR includes a description and evaluation of environmental impacts of both the "Proposed Project" and the "Project Variant," which is evaluated in Chapter 4 of the Draft EIR. The Project Variant is a variation of the Proposed Project at the Project Site generally with the same objectives, background, and development controls, with the following differences: (1) the Project Site was slightly expanded to include the approximately 1-acre 201 Ravenswood Avenue property), (2) the Project Variant would include up to 250 additional residential rental dwelling units compared to the Proposed Project (an increase from 550 to 800 units, including 251 below-market-rate (BMR) units inclusive of up to 154 units to be developed by an affordable housing developer in a standalone building); (3) the Project Variant would reduce the underground parking footprint within the Project Site, but would increase the area and height of structured parking garages; (4) the Project Variant would potentially include an approximately 2- to 3-million-gallon emergency water reservoir to be built and operated by the City of Menlo Park that would be buried below grade in the northeast area of the Project Site, which would include a small pump station, an emergency well, and related improvements that would be built at or below grade (i.e., emergency generator, disinfection system, surge tank). The Project Variant would not differ from many of the other basic characteristics of the Proposed Project, particularly with respect to the commercial component; and

WHEREAS, the Draft EIR (State Clearinghouse No. 2022120058) was released on June 20, 2024, for a 45-day review period that ended on August 5, 2024. On June 20, 2024, Notices of Completion and Availability of the Draft EIR were posted to the San Mateo County Clerk's Office, mailed to property owners and tenants within a 0.25-mile radius of the Project Site, noticed to the state, regional and local agencies and cities, and circulated through the State Clearinghouse. The public review period included one duly-noticed Planning Commission hearing on July 22, 2024, which was open to the public. Comments on the Draft EIR were received from 5 agencies, 2 organizations, 18 individuals, and oral comments provided by community members and Planning Commissioners at the July 22, 2024 Planning Commission Draft EIR public hearing; and

WHEREAS, the City determined that the comments submitted during the comment period did not result in new significant information requiring recirculation of the Draft EIR; and

WHEREAS, on July 7, 2025, the City released a response-to-comments document responding to comments on the Draft EIR, and a Final EIR for circulation, which consists of the Draft EIR (incorporated by reference), all comments received on the Draft EIR, written responses to comments received on the Draft EIR in a response-to-comments document, and revisions to the Draft EIR (collectively the "Final EIR"); and

WHEREAS, in response to community feedback regarding the Project Variant, the Project Sponsor further modified the Project Variant by reducing the amount of non-residential development (primarily office/R&D building space) to a maximum of 1,000,000 SF, inclusive of the 287,000 SF comprising existing Buildings P, S and T, and up to 45,000 SF of commercial/retail uses. Accordingly, the Project Variant has been revised further to encompass: (i) construction of office/R&D buildings of approximately 1,000,000 SF, inclusive of approximately 287,000 SF in existing Buildings P, S and T, which may be replaced in the future, and up to 45,000 SF of commercial/retail space to replace 35 buildings of approximately 1,093,602 SF that would be demolished along with the demolition of a church and associated multi-use building on the 201 Ravenswood Avenue parcel ; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; (iii) provision of parking

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

spaces (surface spaces and within no more than three parking garages) in accordance with the provisions of the Zoning Amendments for the Project; (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; and (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (hereinafter, the "Parkline Master Plan Project" or "Project"), and represents the Project for which the Project Sponsor is seeking entitlements from the City; and

WHEREAS, the Parkline Master Plan Project reduces the amount of the new office/R&D building space by approximately 380,000 SF in comparison to the Project Variant, and the remaining components of the Project remain the same as the Project Variant. Therefore, the environmental analysis provided in the EIR for the Project Variant provides a conservative analysis of the impacts of the Parkline Master Plan Project, and no new significant environmental impacts and no substantial increases in the severity of previously identified impacts have resulted as a result of this reduction in office/R&D building space after the release of the EIR; and

WHEREAS, the City has reviewed and considered the Final EIR, which in the City's view, supports the approval of Project; and

WHEREAS, where feasible, mitigation measures have been incorporated into the Project to reduce identified impacts to a less-than-significant level; and

WHEREAS, the City has prepared a Mitigation Monitoring and Reporting Program (MMRP) pursuant to Public Resources Code Section 21081.6 and CEQA Guidelines Section 15097; and,

WHEREAS, the City has determined that no feasible mitigation exists for certain significant and unavoidable impacts related to construction noise, construction vibration, and historic resources impacts of the Project that would reduce the impacts to a less-than-significant level and significant and unavoidable cumulative impacts related to construction noise; and

WHEREAS, under applicable provisions of CEQA Guidelines Section 15092(b), the Project may not be approved or carried out unless the City has eliminated or substantially lessened all significant effects on the environment where feasible, or determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to overriding concerns; and

WHEREAS, a Statement of Overriding Considerations for the Project has been prepared pursuant to Public Resources Code sections 21002 and 21081, and
CEQA Guidelines sections 15092 (b) and 15903, which evaluates the benefits of the Project against each of its unavoidable impacts and sets forth specific economic, legal, social, technological or other considerations which make infeasible the mitigation measures or alternatives identified in the EIR and that specific overriding economic, legal, social, technological or other benefits of the Project outweigh the significant effects on the environment; and

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Planning Commission on August 25, 2025, where all persons interested therein might appear and be heard; and

WHEREAS, at that same hearing, the City Planning Commission, having fully reviewed, considered, and evaluated all testimony and evidence submitted in this matter, voted affirmatively to adopt Planning Commission Resolution No._____ recommending the City Council certify the EIR, make the findings required by CEQA, and adopt the MMRP and statement of overriding consideration; and

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Council on _____ __, 2025, whereat all persons interested therein might appear and be heard and at which the City Council considered the Final EIR and the merits of the Parkline Master Plan Project; and

WHEREAS, the City Council has reviewed and considered 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 City Council public hearings, and found that the Final EIR was prepared in compliance with CEQA; and

WHEREAS, the City Council certifies that it has reviewed the comments received and the 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 Parkline Master Plan Project and is supported by substantial evidence; and

WHEREAS, the Final EIR identified certain 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 City 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 City Council believes justify the occurrence of those impacts; and

WHEREAS, the City Council, has fully reviewed, considered, and evaluated all testimony and evidence submitted in this matter..

NOW, THEREFORE, BE IT RESOLVED that the City Council finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

BE IT FURTHER 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, and adopts the Statement of Overriding Considerations and MMRP as follows:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

I. STATUTORY REQUIREMENT FOR FINDINGS

These findings have been prepared by the City as the Lead Agency pursuant to Section 21081 of the Public Resources Code (PRC) and Sections 15091, 15092, and 15093 of the State California Environmental Quality Act (CEQA) Guidelines concerning the Environmental Impact Report (EIR) prepared for the Parkline Master Plan Project. Section 21081 of the PRC and Section 15091 of the CEQA Guidelines provide that no public agency shall approve or carry out a project for which an EIR has been certified that identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effects as identified in the final EIR.
2. Such changes or alterations are the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provisions of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

In accordance with Public Resources Code Section 21081 and CEQA Guidelines Sections 15091 and 15093, the City has made one or more of the above specific written findings regarding significant impacts associated with the Parkline Master Plan Project. Those findings are presented below, along with the rationale behind each of the findings.

The findings included in this Resolution support the approval of the Project, as well as adoption of the feasible mitigation measures set forth below, which when implemented, avoid or substantially lessen significant environmental effects identified in the Final EIR to the extent feasible. These findings also incorporate by reference the discussion and analyses in the Final EIR regarding the impacts and mitigation measures designed to address those impacts.

In these findings, references to certain pages or sections of the Draft or Final EIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings. A full explanation of the substantial evidence supporting these findings can be found in the Final EIR. The documents and other materials that constitute the complete record of proceedings on which the Project findings are described in Section V, Record of Proceedings, below.

Section VIII of this document presents the Statement of Overriding Considerations for the Project, set forth below, which identifies the specific overriding economic, legal, social, technological, or other benefits of the Project that outweigh the significant environmental impacts identified in the Final EIR.

II. PROJECT DESCRIPTION

A. Summary of Proposed Project, Project Variant, and the Parkline Master Plan Project

The Proposed Project includes a new office/research-and-development (R&D) campus of approximately 1,093,602 square feet (SF) with no increase in office/R&D square footage; up to 550

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

new dwelling units at a range of affordability levels; new bicycle and pedestrian connections; approximately 26.4 acres of open space; and decommissioning of a 6-megawatt natural gas cogeneration plant that generates power and steam energy for the SRI International Campus. The Proposed Project would demolish 35 of the 38 existing buildings on the Project Site. Existing Buildings P, S, and T, comprising approximately 286,730 sf, would remain onsite and continue to be operated by SRI International and its tenants; accordingly, the Proposed Project contemplated approximately 1,380,332 SF of new and existing office/R&D space.

During preparation of the Draft EIR, the Project Sponsor was able to obtain site control of the 201 Ravenswood Avenue parcel that is adjacent to the SRI site, which allowed for certain site plan revisions, including an increase of 250 total housing units (for a total of up to 800 units) as compared to the initial Proposed Project to be studied under the Draft EIR. The revised site plan is studied under the Draft EIR as an “Increased Development Variant” or “Project Variant”.

The Project Variant would not differ from many of the basic characteristics of the Proposed Project, particularly with respect to the commercial component. For example, total office/R&D development under the Project Variant would remain the same as under the Proposed Project. Certain residential uses, including the affordable housing site and a limited number of townhome units, would shift to the corner of the site nearest to the intersection of Middlefield Road and Ravenswood Avenue. In addition, the existing buildings associated with First Church of Christ, Scientist and Alpha Kids Academy (Chapel buildings) located at 201 Ravenswood would be demolished.

In response to community feedback regarding the Project Variant, the Project Sponsor has proposed to modify the Project Variant by reducing the amount of non-residential development (consisting primarily of office/R&D building space) to a maximum of 1,000,000 SF, inclusive of the 287,000 SF comprising existing Buildings P, S and T, and up to 45,000 SF of commercial/retail uses. This revised Project Variant with a reduced amount of new office/R&D building space is the “Parkline Master Plan Project,” or “Project”. Other than this reduction in office/R&D space of approximately 380,000 SF, the Project would not differ from the Project Variant.

The environmental impact analysis for the Proposed Project is in Chapter 3 of the Final EIR. The environmental impact analysis for the Project Variant is in Chapter 4 of the Final EIR. The Project Sponsor is seeking entitlements from the City for the Project and these Findings of Fact have been prepared to support the City staff’s recommendation to the Planning Commission and City Council to approve the Project.

Generally, the Parkline Master Plan Project would be developed with the same objectives, background, and development controls as the Proposed Project and Project Variant but with the following differences:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

1. The Project Site has been expanded to include the parcel at 201 Ravenswood Avenue to create a continuous Project frontage area along Ravenswood Avenue and increase the overall Project Site by approximately 43,762 sf (approximately 1.0 acre), for a total of approximately 64.2 acres;

2. The Project and the Project Variant would include up to 250 additional residential rental dwelling units compared to the Proposed Project (an increase from 550 to 800 units, including 251 BMR units inclusive of up to 154 units to be developed by an affordable housing developer in a standalone building);

3. The Project and the Project Variant would reduce the underground parking footprint within the site, both by removing underground parking from the multifamily residential buildings in the residential area and removing the underground parking connection between office/ R&D Building O1 and Building O5. As a result, Parking Garage (PG) 1 and PG2 increase in square footage and height compared to the Proposed Project and the number of structured spaces increases by 400 (with no change in the total number of parking spaces proposed for the office/R&D buildings);

4. The Project and the Project Variant would include an optional approximately 2- to 3-million-gallon emergency water reservoir that would be buried below grade in the northeast area of the Project Site under an area devoted to recreational activities. The facility would also include small pump station, an emergency well, and related improvements that would be built at and below grade (i.e., emergency generator, disinfection system, surge tank) (referred to as “reservoir” throughout this document). It would be built and operated by the City of Menlo Park; and

5. The Parkline Master Plan Project would reduce the amount of non-residential development (consisting primarily of office/R&D building space) to a maximum of 1,000,000 SF, inclusive of the 287,000 SF comprising existing Buildings P, S and T, and up to 45,000 SF of commercial/retail uses. Other than this reduction in office/R&D space of approximately 380,000 SF, the Project would not differ from the Project Variant.

B. Project Objectives

The following are objectives of the Parkline Master Plan Project:

- Redevelop an aging R&D campus into a financially viable residential and commercial mixed-use neighborhood that cohesively balances office/R&D uses, multifamily residential uses, open space, and community-serving uses, with no net increase in office/R&D square footage compared to existing conditions.
- Increase the City’s housing supply and progress towards its state-mandated housing goals by providing at least 800 new housing units with a mix of types and sizes, including at least 15 percent for low- and moderate-income households, consistent with the City’s Below Market Rate Housing Program, and dedicate a portion of the Project Site to an affordable housing developer for future development of up to approximately 154 units of affordable or special-needs housing.
- Ensure the continuity of SRI International’s on-going use of existing satellite transmission equipment onsite, which requires unobstructed sightlines to the horizon to ensure no disruption to ongoing research operations.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

- Replace obsolete and unsustainable commercial and/or institutional buildings with new state-of-the-art, highly sustainable commercial buildings with flexible floor plates that can accommodate a variety of office and/or R&D tenants.
- Orient new office/R&D buildings in a configuration that leverages operational efficiencies, such as the ability to share amenity spaces, parking, and ensure that the business and security needs of future commercial tenants are met.
- Improve bicycle and pedestrian connectivity and safety within and between the Project Site and adjacent neighborhoods to promote an active public realm and establish interconnected neighborhoods.
- Create separation between the residential uses along Laurel Street and the office/R&D uses by providing independent vehicular access, circulation, and parking/loading areas.
- Provide accessible open space throughout the Project Site, including a large central commons area adjacent to the office/R&D buildings, to create a vibrant park-like setting that emphasizes the preservation of heritage trees where feasible, encourages passive and active recreational activities and promotes health and wellness for residents, tenants, and visitors.
- Use advances in architectural, landscape design and site planning practices to create distinctive and viable residential and commercial areas within the Project Site that complement the adjacent neighborhoods.
- Incorporate complementary community recreational and retail uses that encourage an active and healthy lifestyle for residents, tenants, and visitors.
- Create a thriving transit-oriented development that facilitates efforts to reduce vehicle miles traveled by siting commercial and residential uses near existing transit corridors and public transportation facilities, and promoting alternatives to automobile transit through implementation of a Transportation Demand Management plan, new bicycle/pedestrian access, and ease of movement between buildings.
- Support local and regional efforts to reduce greenhouse gas emissions, respond to climate change, and promote energy and water efficiency and resource conservation, by incorporating sustainable design features and resource conservation measures that align with the City's goals.
- Decommission the existing onsite cogeneration plant to achieve significant reductions in greenhouse gas emissions within the City and region.
- Generate positive fiscal impacts on the local economy and revenue for the City's general fund and other public agencies through enhancing property values, increasing property tax revenue, creation of jobs, and payment of development fees.
- Establish the flexibility to phase construction of the Project in response to market conditions.
- Bolster the City's reputation as a hub for technological advancement and innovation and recognize SRI International's contributions to society and the growth of Silicon Valley.
- Facilitate the City's desire to implement an emergency water supply and storage project on the Project Site as feasible to increase Menlo Park's resilience in the event of an emergency.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

C. Construction and Phasing

The same general construction phasing and hours are expected to occur under the Project, as under the Project Variant and the Proposed Project. However, the Project and Project Variant would result in an extended construction schedule, more overall equipment, and more haul trips during Phase 1 due to the increased residential development compared to the Proposed Project. In total, construction of the Project and Project Variant would take approximately 99 months, compared to approximately 77 months under the Proposed Project. Overall, a similar amount of ground disturbance would occur with the Project and Project Variant compared to the Proposed Project, except that development on the 201 Ravenswood Avenue parcel would also occur. The Project and Project Variant would result in approximately 3,133,000 sf (71.9 acres) of ground disturbance during construction, inclusive of right-of-way and offsite improvements along the Project Site frontages. In comparison, the Proposed Project would result in approximately 2,981,000 sf (68.4 acres) of ground disturbance during construction. Similar to the Proposed Project, construction equipment for the Project and Project Variant would be electric or Tier 4 and would include concrete/industrial saws, excavators, rubber-tired dozers, tractors, loaders, backhoes, welders, graders, scrapers, drill rigs, cranes, forklifts, generator sets, pavers, paving equipment, rollers, industrial saws, and aerial lifts.

III. ENVIRONMENTAL REVIEW PROCESS

Pursuant to CEQA, lead agencies are required to consult with public agencies having jurisdiction over a proposed project and to provide the general public with an opportunity to comment on the Draft EIR. An NOP was released for the Proposed Project on December 2, 2022, for a 30-day public review period, during which time interested agencies and the public could submit comments about the Proposed Project. The City also held a public scoping meeting on December 12, 2022, before the Planning Commission. Consistent with CEQA Guidelines 15084(c), all comments received on the NOP were considered during preparation of the Draft EIR and addressed in the respective CEQA topic sections, where applicable. Given the substantial similarities between the Proposed Project and Project Variant, the comments received on the NOP were considered in the context of the Draft EIR's evaluation of both the Proposed Project and the Project Variant.

The Draft EIR was released on June 20, 2024, for a 45-day public review period that ended on August 5, 2024. On June 20, 2024, Notices of Completion and Availability of the Draft EIR were posted to the San Mateo County Clerk's Office; mailed to property owners and tenants within a 0.25-mile radius of the Project Site; noticed to state, regional, and local agencies and cities; and circulated through the State Clearinghouse. The Draft EIR was also made available to the general public online at https://www.menlopark.gov/parkline. Printed copies of the Draft EIR were available for review at the Menlo Park City Library (800 Alma Street) and the Belle Haven Library (100 Terminal Avenue). During this review period, the document was reviewed by various state, regional, and local agencies as well as interested organizations and individuals. Comment letters on the Draft EIR were received from five agencies, two organizations, and 18 individuals. The public review period also included a duly noticed Planning Commission hearing on July 22, 2024, at which time the public and Planning Commissioners provided oral comments on the Draft EIR.

Comment letters received on the Draft EIR and oral comments provided at the public hearing are included in their entirety in the Final EIR.

The City prepared responses to comments received during the Draft EIR comment period raising substantive environmental issues.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

No new significant environmental impacts and no substantial increases in the severity of previously identified impacts have resulted after responding to comments. In addition, there are no feasible alternatives or mitigation measures that are considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Proposed Project, the Project Variant, or the Project. Pursuant to Section 15132 of the CEQA Guidelines, the EIR consists of the following, and is referred to herein as the Final EIR or EIR:

- The Draft EIR, including all of its appendices:
- The Responses-to-Comments (RTC) document providing responses to significant environmental issues raised during the public review process, including revisions to the Draft EIR; and
- A list of persons, organizations, and public agencies commenting on the Draft EIR, included in the RTC document.

The Final EIR was released on July 1, 2025. The Final EIR was made available to the general public online at https://www.menlopark.gov/parkline. Printed copies of the Final EIR were available for review at the Menlo Park Library (800 Alma Street) and the Belle Haven Library (100 Terminal Drive).

In response to community feedback regarding the Project Variant, the Project Sponsor has proposed to modify the Project Variant by reducing the amount of non-residential building space to a maximum of 1,000,000 SF, inclusive of the 287,000 SF comprising existing Buildings P, S and T, new office/R&D space, and up to 45,000 SF of commercial/retail uses. This revised Project Variant, encompassing a reduction in the amount of new non-residential building space of approximately 380,000 sf, is the Parkline Master Plan Project or Project. As the Parkline Master Plan Project reduces the amount of the new non-residential building space by approximately 380,000 SF in comparison to the Project Variant, and the remaining components of the Project remain the same as the Project Variant, the environmental analysis provided in the EIR for the Project Variant therefore provides a conservative analysis of the impacts of the Parkline Master Plan Project, and no new significant environmental impacts and no substantial increases in the severity of previously identified impacts have resulted as a result of this reduction in office/R&D building space after the release of the EIR.

The Planning Commission considered the Final EIR at a duly noticed public hearing on August 25, 2025, at the conclusion of which the Planning Commission voted affirmatively to recommend to the City Council to certify the Final EIR pursuant to CEQA. On _____, __, 2025, the City Council held a duly noticed public hearing, at which the City Council independently considered the Final EIR and the Planning Commission's recommendation.

The MMRP setting forth the mitigation measures that have been proposed for adoption is attached with these findings as Exhibit 1,which is incorporated herein by reference, as required by Public Resources Code section 21081.6, subdivision (a)(1), and CEQA Guidelines sections 15091, subdivision (d), and 15097. The MMRP provides a table setting forth each feasible mitigation measure listed in the EIR that is required to reduce or avoid a significant adverse impact. The MMRP also specifies the agency responsible for implementation of each measure. Where the Project Sponsor is required to participate in the implementation of a mitigation measure, the MMRP also states this requirement. The MMRP also sets forth agency monitoring actions and a monitoring schedule for each mitigation measure. Where mitigation measures must be adopted and/or implemented by particular responsible agencies, the MMRP identifies the agencies involved and the actions they must take. All of the City's specific obligations are also described.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

The full text of each mitigation measure summarized or cited in these findings is also set forth in the MMRP.

IV. CERTIFICATION OF THE EIR

In accordance with CEQA Guidelines Section 15090, the City, acting by and through its City Council, hereby certifies the Final EIR, inclusive of the Parkline Master Plan Project, and finds that the Final EIR has been completed in compliance with CEQA and the CEQA Guidelines. The City further certifies that it has reviewed and considered the information contained in the Final EIR and in the administrative record prior to approving the Parkline Master Plan Project. The City further certifies that the Final EIR reflects its independent judgment and analysis.

V. RECORD OF PROCEEDINGS

For purposes of CEQA and these findings, the record of proceedings consists of the following documents and testimony related to the Proposed Project, Project Variant, and/or Parkline Master Plan Project:

(a) The NOP and all other public notices issued by the City;

(b) All applications for approvals and development entitlements submitted to the City;

(c) The Draft EIR and the technical appendices, dated June 2024;

(d) All comments submitted by agencies or members of the public during the public comment period on the Draft EIR;

(e) The Final EIR, including comments received on the Draft EIR, responses to those comments, revisions to the Draft EIR;

(f) The MMRP;

(h) All reports, studies, memoranda, maps, staff reports, or other planning documents prepared by the City, or consultants to the City, with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the Parkline Master Plan 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 Parkline Master Plan 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 Parkline Master Plan Project;

(k) All matters of common knowledge to the Planning Commission and City Council, including, but not limited to:

  (i) The City's General Plan and other applicable policies;

  (ii) The 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; and

(l) Any other materials required for the record of proceedings by Public Resources Code section 21167.6(e).

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

The documents described above, which compose the record of the proceedings, are located at the Community Development Department, City of Menlo Park, 701 Laurel Street, Menlo Park, California 94025. The custodian of these documents is the Community Development Department director or his/her designee.

VI. FINDINGS

The findings, recommendations, and statement of overriding considerations set forth below are made and adopted by the City Council of the City of Menlo Park as the City's findings under CEQA and the CEQA Guidelines relating to the Parkline Master Plan Project. These findings provide the written analysis and conclusions of the City Council regarding the Parkline Master Plan Project's environmental impacts, mitigation measures, alternatives to the Proposed Project, Project Variant and Parkline Master Plan Project, and the overriding considerations that support approval of the Parkline Master Plan Project despite any remaining environmental effects it may have.

The below findings summarize the environmental determinations of the EIR with regard to Project impacts before and after mitigation but do not attempt to repeat the full analysis of each impact contained in the EIR. Instead, these findings provide a summary description of and basis for each impact conclusion identified in the EIR, describe the applicable mitigation measures identified in the EIR, and state the City's findings and rationale about the significance of each impact following the adoption of mitigation measures. A full explanation of environmental findings and conclusions can be found in the EIR, and these below findings incorporate by reference the discussion and analysis in the EIR supporting the determinations regarding mitigation measures and the Parkline Master Plan Project's impacts.

In adopting the mitigation measures, below, the City intends to adopt each of the mitigation measures identified in the EIR. Accordingly, in the event a mitigation measure identified in the EIR has been inadvertently omitted from these findings, such mitigation measure is hereby adopted and incorporated into the Project in the findings below by reference. In addition, in the event the language of a mitigation measure set forth below fails to accurately reflect the mitigation measure in the EIR due to a clerical error, the language of the mitigation measure as set forth in the EIR shall control unless the language of the mitigation measure specifically and expressly has been modified by these findings.

Sections VI(A) through (C), below, provide brief descriptions of the impacts that the EIR identifies as either no impact, less than significant, less than significant with adopted mitigation, or significant and unavoidable. These descriptions also reproduce the full text of the mitigation measures identified in the EIR for each significant impact.

A. Findings Regarding No Impacts and Less-than-Significant Impacts Arising From the Project Variant

The City has determined that the Parkline Master Plan Project will have no impact or less-than-significant impacts for several topics. The rationale for the conclusion that no significant impact would occur in each of the issue areas is based on the discussion of these impacts in the detailed issue area and cumulative impacts analyses in Chapter 3, *Environmental Impact Analysis*, and Chapter 4, *Project Variant*, of the Draft EIR.

Impacts of the Draft EIR that were found to have no impact or less-than-significant impacts include:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

1. **Land Use**
   - Conflicts with any Land Use Plan, Policy, or Regulation Adopted for the Purpose of Avoiding or Mitigating an Environmental Effect (Impact LU-1, Less than Significant)
   - Cumulative Land Use Impacts (Impact C-LU-1, Less than Significant)
   - Division of an Established Community (No Impact)
2. **Transportation**
   - Conflict with an Applicable Plan, Ordinance, or Policy Addressing the Circulation System, including Transit, Roadway, Bicycle, and Pedestrian Facilities (Impact TRA-1, Less than Significant)
   - Exceed an Applicable VMT Threshold of Significance (Impact TRA-2, Less than Significant)
   - Substantially Increase Hazards due to a Geometric Design Feature or Incompatible Uses (Impact TRA-3, Less than Significant)
   - Result in Inadequate Emergency Access (Impact TRA-4, Less than Significant)
   - Cumulative Impacts Related to Conflicts Addressing the Circulation System (Impact C-TRA-1, Less than Significant)
   - Cumulative Impacts Related to VMT (Impact C-TRA-2, Less than Significant)
   - Cumulative Impacts Related to Hazards due to a Design Feature or Incompatible Uses (Impact C-TRA-3, Less than Significant)
   - Cumulative Impacts Related to Inadequate Emergency Access (Impact C-TRA-4, Less than Significant)
3. **Air Quality**
   - Expose Sensitive Receptors to Substantial Pollutant Concentrations (Impact AQ-3, Less than Significant)
   - Other Air Emissions (Impact AQ-4, Less than Significant)
4. **Energy**
   - Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources (Impact EN-1, Less than Significant)
   - Conflict with Energy Plan (Impact EN-2, Less than Significant)
   - Cumulative Energy Impacts (Impact C-EN-1, Less than Significant)
   - Cumulative Conflicts with Energy Plans (Impact C-EN-2, Less than Significant)
5. **Greenhouse Gas Emissions**
   - Generation of GHG Emissions during Construction (Impact GHG-1, Less than Significant)
   - Conflicts with Applicable Plans and Policies (Impact GHG-2, Less than Significant)
6. **Noise**
   - Operational Noise (Impact NOI-2, Less than Significant)
   - Cumulative Operational Noise (Impact C-NOI-2, Less than Significant)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

- Cumulative Vibration Impacts (Impact C-NOI-3, Less than Significant)
- Airport Noise (No Impact)

7. Cultural and Tribal Cultural Resources

- Cumulative Historic Resources Impacts (Impact C-CR-1, Less than Significant)

8. Biological Resources

- Conflicts with Any Local Policies or Ordinances that Protect Biological Resources (Impact BIO-3, Less than Significant)
- Riparian Habitat and Sensitive Natural Communities (No Impact)
- State or Federally Protected Wetlands and Non-Wetland Waters (No Impact)
- Adopted Habitat Conservation Plan or Natural Community Conservation Plan (No Impact)

9. Geology and Soils

- Strong Seismic Ground Shaking and Seismically Related Ground Failure (Impact GS-1, Less than Significant)
- Substantial Soil Erosion (Impact GS-2, Less than Significant)
- Unstable Soils or Geologic Units (Impact GS-3, Less than Significant)
- Expansive Soils (Impact GS-4, Less than Significant)
- Cumulative Impacts Related to Seismic Hazards (Impact C-GS-1, Less than Significant)
- Cumulative Impacts Related to Soil Erosion and Soil Hazards (Impact C-GS-2, Less than Significant)
- Surface Fault Rupture (No Impact)
- Landslides (No Impact)
- Loss of Topsoil (No Impact)
- Lateral Spreading (No Impact)
- Unique Geologic Features (No Impact)
- Septic Systems (No Impact)

10. Hydrology and Water Quality

- Groundwater Supply and Recharge (Impact HY-2, Less than Significant)
- Drainage and Flooding (Impact HY-3, Less than Significant)
- Conflict or Obstruct a Water Resource Management Plan (Impact HY-4, Less than Significant)
- Risk Release of Pollutants Due to Project Inundation in Flood Hazard, Tsunami, or Seiche Zones (No Impact)

11. Hazards and Hazardous Materials

- Routine Hazardous Materials Use (Impact HAZ-1, Less than Significant)
- Impairment of Emergency Response or Evacuation Plans (Impact HAZ-5, Less than Significant)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

- Cumulative Hazards and Hazardous Materials Impacts (Impact C-HAZ-1, Less than Significant)
- Airport Hazards (No Impact)
- Wildland Fires (No Impact)

12. Population and Housing

- Unplanned Population Growth (Impact POP-1, Less than Significant)
- Displacement of People or Housing (Impact POP-2, Less than Significant)
- Cumulative Unplanned Population Growth (Impact C-POP-1, Less than Significant)

13. Public Services and Recreation

- Fire Services (Impact PS-1, Less than Significant)
- Police Services (Impact PS-2, Less than Significant)
- School Facilities (Impact PS-3, Less than Significant)
- Parks and Recreational Facilities (Impact PS-4, Less than Significant)
- Library Facilities (Impact PS-5, Less than Significant)
- Cumulative Public Services and Recreation Impacts (Impact C-PS-1, Less than Significant)

14. Utilities and Service Systems

- Construction or Relocation of Utilities (Impact UT-1, Less than Significant)
- Water Supply (Impact UT-2, Less than Significant)
- Generation of Wastewater (Impact UT-3, Less than Significant)
- Generation of Solid Waste (Impact UT-4, Less than Significant)
- Compliance with Solid Waste Regulations (Impact UT-5, Less than Significant)
- Cumulative Water Service and Infrastructure Impacts (Impact C-UT-1, Less than Significant)
- Cumulative Wastewater Service and Infrastructure Impacts (Impact C-UT-2, Less than Significant)
- Cumulative Stormwater Service and Infrastructure Impacts (Impact C-UT-3, Less than Significant)
- Cumulative Solid Waste Impacts (Impact C-UT-4, Less than Significant)
- Cumulative Natural Gas and Electric Service Impacts (Impact C-UT-5, Less than Significant)
- Cumulative Telecommunications Impacts (Impact C-UT-6, Less than Significant)

Additionally, the Project Variant would result in ***no impact*** related to:

- Agriculture and Forestry Resources
- Mineral Resources
- Wildfire

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

B. Findings Regarding Potentially Significant Impacts that Are Avoided or Reduced to Less than Significant by Mitigation

The EIR identifies the following potentially significant impacts associated with the Project Variant, and hence the Parkline Master Plan Project, that can be mitigated to a less-than-significant-level through implementation of mitigation measures identified in the EIR and implemented through the City's adoption of the MMRP. It is hereby determined that the impacts addressed by the following described mitigation measures will be mitigated to a less-than-significant level or avoided by adopting and incorporating these mitigation measures as conditions into the Parkline Master Plan Project.

Pursuant to section 21081(a) of the Public Resources Code and section 15091(a)(1) of the CEQA Guidelines, the City finds that each of the following significant impacts identified in the EIR will be mitigated to a less-than-significant level or avoided by adopting and incorporating these mitigation measures as conditions into the Project. These findings are explained below and supported by substantial evidence in the EIR and the full record of the proceedings. Based on the findings in the EIR, as well as the evidence in the record, these impacts can be mitigated to a less-than-significant level, as discussed below.

1. AIR QUALITY

The topic of air quality was analyzed in Section 3.4 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR found that the Project Variant could result in the significant impacts related to Air Quality discussed below, and recommended the mitigation measures that follow. Note that any references to the "Proposed Project" in the mitigation measures below apply to the Project Variant. Furthermore, as the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, any references below in this Section to the "Proposed Project" or "Project Variant" also apply to the Parkline Master Plan Project.

Impact AQ-1: Conflict with or Obstruct Implementation of the Applicable Air Quality Plan. The Project Variant could conflict with or obstruct implementation of the applicable air quality plan.

Mitigation Measure AQ-1.1: Landscaping Equipment. Contractor(s) and sub-contractor(s) responsible for landscaping shall, as a condition of contract, use all-electric landscaping equipment, which eliminates all criteria air pollutant emissions associated with landscaping activities.

Mitigation Measure AQ-1.2: Architectural Coatings. The Project Sponsor shall use super-compliant architectural coatings during construction and operation of all buildings, which shall have a volatile-organic-compound (VOC) content that meets SCAQMD Rule 1113, Architectural Coatings, as revised on February 5, 2016.

Mitigation Measure AQ-1.3: Construction Fugitive Dust Emissions. The Project construction contractor(s) and sub-contractor(s) shall implement the following BAAQMD BMPs for fugitive dust control, which are required for all construction activities within the San Francisco Bay Area Air Basin. These measures would reduce fugitive dust emissions primarily during soil movement and grading but also during vehicle and equipment movement on unpaved project sites.

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material offsite shall be covered.
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
5. All streets, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485, of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
8. A publicly visible sign shall be posted with the telephone number and name of the person to contact regarding dust complaints. This person shall respond and take corrective action, if necessary, within 48 hours. BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.

FINDING: Implementation of Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3, which are hereby adopted and incorporated into the Project Variant, would reduce the potential air quality impacts to a less-than-significant level. The City finds that Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3 are feasible. The City hereby determines that any impacts related to conflicts with an applicable air quality plan after implementation of Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into the Parkline Master Plan Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Parkline Master Plan Project would be consistent with the applicable stationary-source control measures, energy control measures, building control measures, transportation control measures, and waste control measures included in the Clean Air Plan. The Project Variant's unmitigated operational ROG emissions, however, would exceed BAAQMD's threshold. In addition, unmitigated construction-related fugitive dust emissions would be significant without implementation of BAAQMD Best Management Practices ("BMPs") for construction fugitive dust control. For those reasons, the Project Variant, without mitigation, would conflict with the Clean Air Plan's goals. However, implementation of Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3 would reduce such potential impacts. Mitigation Measures AQ-1.1 and AQ-1.2 would reduce operational ROG emissions by replacing fossil-fueled landscaping equipment with electrically-powered equipment and by using architectural coatings with a volatile-organic-compound (VOC) content of less than 5 grams per liter of material, respectively. Mitigation Measure AQ-1.3 would reduce construction-related particulate matter emissions from material movement, soil disturbance, and vehicle idling. Therefore, Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3, are feasible and would reduce impacts related to Impact AQ-1 would be reduced to a less-than-significant level.

Impact AQ-2: Cumulatively Considerable Net Increase in Criteria Pollutants. The Project Variant could result in a cumulative net increase in a criteria pollutant for which the Project region is classified as a nonattainment area under an applicable federal or State ambient air quality standard.

Mitigation Measures: Implement Mitigation Measure AQ-1.1, Mitigation Measure AQ-1.2, and Mitigation Measure AQ-1.3.

FINDING: Implementation of Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3, which are hereby adopted and incorporated into the Project Variant, would reduce cumulative air quality impacts to a

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

less-than-significant level. The City finds that Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3 would be feasible. The City hereby determines that any impacts related to cumulatively considerable net increase in criteria pollutants after implementation of Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen cumulative air quality impacts, as identified in the EIR. During construction, Mitigation Measure AQ-1.3 would require the contractor to implement BAAQMD BMPs to reduce construction-related fugitive dust emissions, which would reduce the Project Variant's fugitive dust emissions to a less-than-significant level. During operation, implementation of Mitigation Measures AQ-1.1, which requires the Project Sponsor to use all-electric landscaping equipment, and AQ-1.2, which requires the Project Sponsor to use architectural coatings with a low volatile-organic-compound (VOC) content in all buildings, would decrease the Project Variant's full-buildout operational ROG emissions. Therefore, the Project Variant would not result in a cumulatively considerable net increase in any criteria air pollutant for which the SFBAAB is designated as a nonattainment area with respect to the federal or State ambient air quality standards.

Construction plus operation of the Project Variant would result in unmitigated emissions that would exceed BAAQMD's recommended threshold for ROG. However, after implementation of Project Mitigation Measures AQ-1.1 and AQ-1.2, construction plus net operational emissions would be below all applicable BAAQMD thresholds. Therefore, Mitigation Measures AQ-1.1 and AQ-1.2 are feasible and with their implementation, construction plus operation of the Project Variant would not result in a cumulatively considerable net increase in any criteria air pollutant for which the SFBAAB is designated as a nonattainment area with respect to the federal or State ambient air quality standards as impacts related to Impact AQ-2 would be reduced to a less-than-significant level.

2. CULTURAL RESOURCES

The topic of cultural resources was analyzed in Section 3.8 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to cultural and tribal resources discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact CR-2: Archaeological Resources. The Project Variant could cause a substantial adverse change in the significance of an archaeological resource, pursuant to Section 15064.5.

Mitigation Measure CR-2.1: Train Workers to Respond to the Discovery of Cultural Resources. Prior to the start of ground-disturbing activities, the archaeological consultant or project archaeologist shall conduct archaeological resources sensitivity training for workers and construction superintendents. Training shall be required for all construction personnel participating in ground-disturbing construction to alert them to the archaeological sensitivity of the area and provide protocols to follow in the event of a discovery of archaeological materials. The principal archaeological consultant and project archaeologist shall develop and distribute, for job-site posting, a document ("ALERT SHEET") that summarizes the potential finds that could be exposed, the protocols to be followed, and the points of contact to alert in the event

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

of a discovery. The ALERT SHEET and protocols shall be presented as part of the training. The contractor shall be responsible for ensuring that all workers requiring training are in attendance. Training shall be scheduled at the discretion of the Project Sponsor in consultation with the city. Worker training shall be required for all contractors and sub-contractors and documented for each permit and/or phase of a permit that requires ground-disturbing activities onsite.

Mitigation Measure CR-2.2: Stop Work if Archaeological Material or Features Are Encountered during Ground-Disturbing Activities. If a potentially significant subsurface cultural resource is encountered during ground-disturbing activities, all construction activities within a 100-foot radius of the find shall cease until a qualified archaeologist (i.e., one who meets the Secretary of the Interior's professional qualifications for archaeology or one under the supervision of such a professional) determines whether the resource requires further study. The archaeological consultant shall review, identify, and evaluate cultural resources that may be inadvertently exposed during construction to determine if a discovery is a historical resource and/or unique archaeological resource under CEQA. Significant resources shall be subject to treatment/mitigation that prevents an adverse effect on the resource, in accordance with PRC Section 15064.5. Mitigation could include avoidance, preservation in place, or the scientific removal, analysis, reporting, and curation of any recovered cultural materials. If the discovery constitutes a tribal cultural resource, consultation shall be undertaken between the city and the tribe(s) to determine appropriate treatment.

All developers in the Project Site shall include a standard inadvertent discovery clause in every construction contract involving ground-disturbing activities to inform contractors of this requirement. Any previously undiscovered resources found during construction activities shall be recorded on appropriate Department of Parks and Recreation forms and evaluated for significance in terms of CEQA criteria by a qualified archaeologist in accordance with Mitigation Measure CR-2.2.

FINDING: Implementation of Mitigation Measures CR-2.1 and CR-2.2, which are hereby adopted and incorporated into the Project Variant, would reduce archaeological resources impacts to a less-than-significant level. The City finds that Mitigation Measures CR-2.1 and CR-2.2 would be feasible. The City hereby determines that any impacts related to archaeological resources after implementation of Mitigation Measures CR-2.1 and CR-2.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect on archaeological resources, as identified in the EIR. The potential exists for previously unknown archaeological resources to be encountered during ground disturbance related to construction of the Project Variant, resulting in a substantial adverse change in the significance of an as-yet unknown historically significant archaeological resource, which would result in a potentially significant impact. However, implementation of Mitigation Measures CR-2.1 and CR-2.2 would reduce the potential impacts of the Project Variant by requiring archaeological resources sensitivity training and early detection of potential conflicts between development and resources. Further, appropriate treatment of historical resources, if found, would also be required. Implementation of these mitigation measures is feasible and would therefore reduce potentially significant impacts on archeological resources to a less-than-significant level.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Impact CR-3: Inadvertent Disturbance of Human Remains. The Project Variant could result in a significant impact due to the disturbance of human remains, including those interred outside of dedicated cemeteries.

Mitigation Measure CR-3.1: Regarding the Discovery of Human Remains at the Project Site. Procedures of conduct following the discovery of human remains citywide have been mandated by Health and Safety Code Section 7050.5, PRC Section 5097.98, and California Code of Regulations Section 15064.5(e) (CEQA). According to the provisions in CEQA, if human remains are encountered at a site, all work in the immediate vicinity of the discovery shall cease and necessary steps to ensure the integrity of the immediate area shall be taken. The San Mateo County Coroner shall be notified immediately. The coroner shall then determine whether the remains are Native American. If the coroner determines the remains are Native American, the coroner shall notify the NAHC within 24 hours, which will, in turn, shall notify the person the NAHC identifies as the MLD in connection with any human remains. Further actions shall be determined, in part, by the desires of the MLD. The Project Sponsor, the Project archaeologist, and the MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects, including those associated with known and unknown Native American burial locations (CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final treatment and disposition of the human remains and associated or unassociated funerary objects. The MLD will have 48 hours to make recommendations regarding the treatment and disposition of the remains following notification from the NAHC of the discovery. If the MLD does not make recommendations within 48 hours, or the owner does not accept the recommendation of the MLD in accordance with Public Resources Code 5097.98(e), the owner shall, with appropriate dignity, reinter the remains in an area of the property secure from further disturbance. Alternatively, if the owner does not accept the MLD's recommendations, the owner or the descendent may request mediation by the NAHC.

FINDING: Implementation of Mitigation Measure CR-3.1, which is hereby adopted and incorporated into the Project Variant, would reduce the impacts related to Impact CR-3 to a less-than-significant level. The City finds that Mitigation Measure CR-3.1 would be feasible. The City hereby determines that any impacts related to disturbance of human remains after implementation of Mitigation Measure CR-3.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect related to Impact CR-3, as identified in the EIR. No known human remains are located on the Project Site. If human remains are encountered during ground disturbance related to the Project Variant, the impacts could be significant if there are no protocols in place to properly handle the remains. Mitigation Measure CR-3.1 would reduce potential impacts by requiring adherence to appropriate procedures if remains are encountered. Implementation of this mitigation measure is feasible and would reduce potentially significant impacts on human remains to a less-than-significant level.

Impact C-CR-2: Cumulative Archaeological Resources and Human Remains Impacts. Cumulative development could result in a significant environmental impact on archeological resources and human remains; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Mitigation Measures: Implement Mitigation Measure CR-2.1, Mitigation Measure CR-2.2, and Mitigation Measure CR-3.1.

FINDING: Implementation of Mitigation Measures CR-2.1, CR-2.2, and CR-3.1, which are hereby adopted and incorporated into the Project Variant, would reduce the cumulative impacts related to Impact CR-2 to a less-than-significant level. The City finds that Mitigation Measures CR-2.1, CR-2.2, and CR-3.1 would be feasible. The City hereby determines that any cumulative impacts related to archaeological resources and human remains after implementation of Mitigation Measures CR-2.1, CR-2.2, and CR-3.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project Variant would be required to implement BMPs, legal requirements, and/or mitigation measures to ensure that project activities would not result in the inadvertent destruction of an archaeological resource and that discovery procedures pertaining to human remains would be implemented. In addition, implementation of Mitigation Measures CR-2.1 and CR-2.2 would reduce the impacts of the Project Variant by requiring archaeological resources sensitivity training and allowing early detection of potential conflicts between development and resources. Implementation of Mitigation Measure CR-3.1 would reduce the Project Variant's impacts by detailing the appropriate procedures to follow if human remains are encountered. Overall, Mitigation Measures CR-2.1, CR-2.2, and CR-3.1 are feasible and would reduce the Project Variant's contribution to a cumulative impact on archaeological resources and human remains to a less-than-significant level.

3. TRIBAL CULTURAL RESOURCES

The topic of tribal cultural resources was analyzed in Section 3.9 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to tribal cultural resources discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact TCR-1: Tribal Cultural Resources. The Project Variant could cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe and:

a) Listed or eligible for listing in the California Register of Historical Resources or a local register of historical resources, as defined in PRC Section 5020.1(k), or

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Mitigation Measures: Implement Mitigation Measure CR-2.1, Mitigation Measure CR-2.2, and Mitigation Measure CR-3.1.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Mitigation Measure TCR-1: Stop Work if Tribal Cultural Resources Are Encountered during Ground-Disturbing Activities. If Native American cultural resources are encountered during ground-disturbing activities, all construction activities within a 100-foot radius of the find shall cease until an archaeological consultant can review, identify, and evaluate the find to determine if the discovery could qualify as a tribal cultural resource, as defined in Public Resources Code Section 21074. Tribal representatives from the city's Assembly Bill 52 notification lists shall be consulted regarding this determination. If the discovery is determined to qualify as a tribal cultural resource, it shall be subject to treatment/mitigation that prevents an adverse effect on the resource, in accordance with Public Resources Code Section 15064.5. Mitigation shall be determined through consultation between the city and the tribe(s).

FINDING: Implementation of Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts on tribal cultural resources to a less-than-significant level. The City finds that Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1 would be feasible. The City hereby determines that any impacts related to tribal cultural resources after implementation of Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Archaeological deposits that qualify as tribal cultural resources could be encountered during excavation for the Project Variant. Such resources would be eligible for listing in the CRHR or a local register of historical resources, or the lead agency, in its discretion and supported by substantial evidence, could determine the resources to be eligible for the CRHR pursuant to the criteria set forth in subdivision (c) of PRC Section 5024.1. Therefore, impacts related to tribal cultural resources could result from construction of the Project Variant and be potentially significant. However, implementation of Mitigation Measures CR-2.1, CR-2.2, CR-3.1, and TCR-1 would reduce impacts on tribal cultural resources as set forth in Impact TCR-1. Appropriate treatment of historical resources, if found, would also be required. Therefore, Mitigation Measures CR-2.1, CR-2.2, CR-3.1, and TCR-1 are feasible, and these impacts would be reduced to a less-than-significant level.

Impact C-TCR-1: Cumulative Tribal Cultural Resources Impacts. Cumulative development could result in a significant environmental impact on tribal cultural resources; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact on tribal cultural resources.

Mitigation Measures: Implement Mitigation Measure TCR-1, Mitigation Measure CR-2.1, Mitigation Measure CR-2.2, and Mitigation Measure CR-3.1.

FINDING: Implementation of Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1, which are hereby adopted and incorporated into the Project Variant, would reduce the cumulative impacts to a less-than-significant level. The City finds that Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1 would be feasible. The City hereby determines that any cumulative impacts related to tribal cultural resources after implementation of Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project Variant would be subject to existing federal, state, and local regulations as well as general plan goals, policies, and

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

programs, which would, to the maximum extent practicable, reduce cumulative development-related impacts on tribal cultural resources. Future development projects subject to CEQA would also be required to adopt mitigation measures to ensure that project activities would not result in the inadvertent destruction of a tribal cultural resource. Nonetheless, cumulative impacts on tribal cultural resources are considered potentially significant because the Project Variant combined with reasonably foreseeable projects would most likely involve ground-disturbing activities that could uncover unknown tribal cultural resources. Therefore, the Project Variant could contribute to a cumulative loss of tribal cultural resources. Implementation of Mitigation Measures CR-2.1, CR-2.2, CR-3.1, and TCR-1, which require an archaeological monitoring plan, cultural resources sensitivity training for all construction crews participating in ground-disturbing activities, and stopping work if archaeological deposits are encountered during ground-disturbing activities, are feasible and would reduce cumulative impacts to a less-than-significant level.

4. BIOLOGICAL RESOURCES

The topic of biological resources was analyzed in Section 3.10 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to biological resources discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact BIO-1: Special-Status Species. The Project Variant could result in a substantial adverse effect, either directly or through habitat modifications, on any species identified as candidate, sensitive, or special-status in local or regional plans, policies, or regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.

Mitigation Measure BIO-1.1: Initial Bat Habitat Survey. A qualified bat biologist shall conduct an initial survey of all buildings and trees on the Project Site that are slated for removal to determine whether suitable habitat for a moderate-size colony of common bat species (i.e., at least 10 big brown bats or at least 20 individuals of other non-special-status species), or a pallid bat or Townsend's big-eared bat colony of any size, is present. The locations of trees with suitable cavities and crevices, as well as any buildings with accessible interiors or crevices (e.g., roof tiles or other exterior features) that support suitable roost locations, shall be identified, and potential entry and exit locations shall be mapped. For trees and buildings that are determined, in the qualified biologist's discretion, not to provide suitable habitat for a moderate-size colony of common bat species, or a pallid bat or Townsend's big-eared bat colony of any size, no further surveys shall be required. If the qualified biologist determines that buildings or trees provide suitable habitat, then further surveys under Mitigation Measures BIO-1.2 and BIO-1.3 shall be required.

Mitigation Measure BIO-1.2: Maternity Season Survey. A qualified bat biologist shall conduct a focused survey for roosting bats within all buildings and trees on the Project Site where suitable habitat was identified during the initial habitat survey, during the maternity season (generally March 15–August 31), and prior to the start of construction to determine the presence or absence of a maternity colony, the species present, and an estimate of the colony size, if present. If close inspection of potential roost features during the daytime is infeasible, the focused survey shall consist of a dusk emergence survey when bats can be observed flying out of the roost. If work will be initiated during the maternity season, this survey shall be conducted 1 year prior to the year in which construction will occur. If a maternity colony is detected, the exclusion measures

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

described in Mitigation Measure BIO-1.4, below, shall be implemented prior to March 15 of the year in which construction occurs to ensure that bats are excluded from the roost prior to the start of construction.

Mitigation Measure BIO-1.3: Pre-Construction Activity Bat Survey. A pre-construction activity survey shall be conducted for roosting bats within all buildings and trees on the Project Site that are slated for removal and within which suitable habitat was identified during the initial habitat survey and the maternity roosting survey. The survey shall be conducted by a qualified bat biologist within 7 days prior to the start of building demolition or tree removal for the purpose of impact avoidance. If building demolition and/or tree removal occurs in phases, a pre-activity survey shall be conducted within 14 days prior to the demolition of each building and/or removal of each tree with suitable roost habitat. If close inspection of potential roost features during the daytime is infeasible, the focused survey shall include a dusk emergence survey when bats can be observed flying out of the roost. If a moderate-size maternity colony of common bat species (i.e., at least 10 big brown bats, 20 Yuma myotis, 100 individuals of other non-special-status species), or a pallid bat or Townsend's big-eared bat colony of any size or any kind (i.e., a maternity or non-maternity colony), is not detected during the survey, no additional measures shall be required. If a moderate-size maternity colony of common bat species (i.e., at least 10 big brown bats, 20 Yuma myotis, or 100 individuals of other non-special-status species), or a pallid bat or Townsend's big-eared bat colony of any size or any kind (i.e., a maternity or non-maternity colony), is present, the qualified bat biologist shall identify an appropriate disturbance-free buffer zone for the species identified. The buffer will be maintained until either the end of the maternity season or until a qualified biologist determines that all young are volant (i.e., capable of flight) to avoid the loss of dependent young.

Mitigation Measure BIO-1.4: Bat Exclusion. If bats are present in a building or tree to be removed or disturbed, the individuals shall be safely evicted outside the bat maternity season (approximately March 15–August 31) and the winter torpor period (approximately October 15–February 28, depending on weather). Bats may be evicted through exclusion, as directed by a qualified biologist, after notifying the California Department of Fish and Wildlife. The qualified biologist must be present for the removal of trees or structures occupied by bats.

For eviction from roost trees, trimming or removing trees shall follow a two-step removal process whereby limbs and branches not containing roost habitat are removed on day 1, then the entire tree is removed on day 2.

The disturbance or removal of structures containing, or suspected of containing, active (non-maternity or hibernation) or potentially active common bat roosts shall be done in the evening and after bats have emerged from the roost to forage. Structures shall be partially dismantled to significantly change roost conditions, causing bats to abandon and not return to the roost. Removal shall be completed the subsequent day. Alternatively, exclusion methods may include the installation of one-way doors and/or use of ultrasonic deterrence devices. One-way doors and/or deterrence devices shall be left in place for a minimum of 2 weeks, with a minimum of five fair-weather nights with no rainfall and temperatures no colder than 50°F.

Mitigation Measure BIO-1.5: Compensatory Mitigation for Bat Habitat. If a maternity colony of common bat species containing at least 10 big brown bats, 20 Yuma myotis, or 100 individuals of other non-special-status bat species, or a pallid bat or Townsend's big-eared bat day roost of any type (maternity or non-maternity) or any size, is determined to be present on the Project Site, replacement roost habitat that is appropriate to the species shall be provided, as determined by a qualified bat biologist. The nature of the replacement roost habitat (e.g., the design of an artificial

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

roost structure) shall be determined by the qualified bat biologist, based on the number and species of bats detected. Ideally, the roost structure shall be installed on the Project Site. If replacement habitat cannot be placed on the site, it shall be installed no more than 100 feet from the site (or as close to the site as feasible). The exact placement of replacement habitat shall be determined in consultation with the qualified bat biologist.

FINDING: Implementation of Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, and BIO-1.5, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, and BIO-1.5 would be feasible. The City hereby determines that any impacts related to special-status bat species after implementation of Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, and BIO-1.5 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The removal of trees and buildings on the Project Site would have the potential to result in the loss of a colony of roosting bats. When buildings or trees containing roosting colonies are removed or modified and when individual bats are removed, individual bats can be physically injured or killed, can be subjected to physiological stress from disturbance during torpor, or can face increased predation because of exposure during daylight. In addition, nursing young may be subjected to disturbance-related abandonment by their mothers. Impacts on a moderate-size maternity colony of common species with the potential to occur on the site or impacts on a pallid bat or Townsend's big-eared bat roost of any type (i.e., a maternity or non-maternity colony) or any size would be considered a substantial impact on these species because this could have a substantial effect on regional populations, which would be a potentially significant impact. Implementation of Mitigation Measures BIO-1.1 through BIO-1.5, which require an initial bat habitat survey, maternity season survey, pre-construction activity bat survey, bat exclusion measures, and compensatory mitigation for bat habitat, are feasible and would reduce potential impacts on roosting bats to a less-than-significant level.

Impact BIO-2: Wildlife Movement and Native Wildlife Nursery Sites. The Project Variant could interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Mitigation Measure BIO-2.1: Avoidance and Pre-construction Surveys for Nesting Migratory Birds. The Project Sponsor shall implement the following measures to avoid and minimize construction-period impacts on nesting birds:

- Avoidance of the Nesting Season. To the extent feasible, the commencement of demolition and construction activities shall be scheduled to avoid the nesting season. If demolition and construction activities are scheduled to take place outside the nesting season, all potential demolition/construction impacts on nesting birds protected under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31.
- Pre-Activity/Pre-Disturbance Nesting Bird Surveys. If it is not possible to schedule demolition and construction activities between September 1 and January 31, then pre-

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

activity surveys for nesting birds shall be conducted by a qualified ornithologist to ensure that no nests will be disturbed during implementation of the Proposed Project. Surveys shall be conducted no more than 7 days prior to the initiation of demolition or construction activities for each construction phase. During the surveys, the ornithologist shall inspect all trees and other potential nesting habitats (e.g., trees, shrubs, buildings) in and immediately adjacent to the impact areas for migratory bird nests.

- Non-Disturbance Buffers Around Active Nests. If an active nest is found close enough to work areas to be disturbed by demolition or construction activities, a construction-free buffer zone (typically 300 feet for raptors and 100 feet for other species) will be established around the nest to ensure that no nests of species protected by the MBTA and California Fish and Game Code are disturbed during implementation of the Proposed Project. The ornithologist shall determine the extent of the buffer.
- Nesting Deterrence. If construction activities will not be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes, trees, grasses, other vegetation) that are scheduled to be removed by the Proposed Project may be removed prior to the start of the nesting season (e.g., prior to February 1). This will preclude the initiation of nests in this vegetation and prevent any potential delay for the Proposed Project because of the presence of active nests in these substrates.

FINDING: Implementation of Mitigation Measure BIO-2.1, which is hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measure BIO-2.1 would be feasible. The City hereby determines that any impacts related to migratory birds after implementation of Mitigation Measure BIO-2.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project Variant would remove approximately 810 trees, including approximately 264 heritage trees. The number of heritage trees and total trees that would be removed from the Project Site increased since publication of the Draft EIR due to several factors, as outlined in the final arborist report dated January 2025 as modified by the August 2025 revision to the final report. First, the Draft EIR identified impacts on trees that were included in the Preliminary Tree Disposition and Tree Assessment prepared by HortScience in 2021, which were submitted as part of the Project's Heritage Tree Permit Removal Application. HortScience subsequently reassessed the Project Site in 2024 and, as documented in the arborist report, found that the baseline number of trees on the Project Site had changed due, in part, to the removal of trees that were damaged during intervening storm events in the city and the addition of a handful of trees that were inadvertently missed in the preliminary assessment. The number of heritage trees also increased as the result of HortScience's reclassification of tree sizes for multi-stem trees since the preliminary assessment. With respect to the number of trees proposed for removal, minor adjustments to the site plan in terms of the location of residential building footprints, parking structures, and roads and walkways, as well as refinement of civil plans, also resulted in the identification of additional trees that would need to be removed in order to avoid design conflicts. Although construction impacts would be temporary, the disruption to nesting and foraging habitat could harm migratory bird populations. In addition, implementation of the Project Variant could temporarily reduce available nesting habitat for birds that currently use the Project Site as well as foraging habitat and cover for migrants and wintering birds through the removal of trees and landscape vegetation. This could result in a temporary decline in the number of migratory bird species and individuals that use the Project Site. Any disturbance of nesting birds that results

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

in the abandonment of active nests or the loss of active nests through vegetation or structure removal would be a potentially significant impact. However, implementation of Mitigation Measure BIO-2.1 would reduce potential impacts by requiring measures to avoid and minimize construction-period impacts on nesting birds. Implementation of this mitigation measure is feasible and would reduce potentially significant impacts on migratory birds under the Project Variant to a less-than-significant level.

Impact C-BIO-1: Cumulative Biological Resources Impacts. Cumulative development could result in a significant environmental impact on biological resources; the Project Variant could be a cumulatively considerable contributor to any significant environmental impact.

Mitigation Measures: Implement Mitigation Measures BIO-1.1 through Mitigation Measure 1.5, and Mitigation Measure BIO-2.1

FINDING: Implementation of Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, BIO-1.5 and BIO-2.1, which are hereby adopted and incorporated into the Project Variant, would reduce the cumulative impacts to a less-than-significant level. The City finds that Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, BIO-1.5 and BIO-2.1 would be feasible. The City hereby determines that any cumulative impacts related to biological resources after implementation of Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, BIO-1.5 and BIO-2.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project Variant would result in an increase in vegetative cover, and the increase in the number of trees would increase the extent of habitat and foraging resources for the wildlife species that use the site. The Project Variant combined with other reasonably foreseeable projects could affect roosting bats and nesting birds. Implementation of Mitigation Measures BIO-1.1 through 1.5 is feasible and would reduce the Project Variant's impacts on roosting bats to less-than-significant levels, and implementation of Mitigation Measure BIO-2.1 would reduce the Project Variant's impacts on birds to less-than-significant levels. Therefore, the Project Variant's contribution to cumulative impacts on biological resources would be less than significant.

5. GEOLOGY AND SOILS

The topic of geology and soils was analyzed in Section 3.11 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to geology and soils discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact GS-5: Paleontological Resources. The Project Variant could destroy a unique paleontological resource or site.

Mitigation Measure GS-5.1: Conduct Worker Awareness Training. Before the start of excavation or grading activities, the Project Sponsor shall retain a Project Paleontologist, as defined by Society of Vertebrate Paleontology, who is experienced in teaching non-specialists. The paleontologist shall train all construction personnel who are involved with earthmoving activities,

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

including the site superintendent, regarding the possibility of encountering fossils, the appearance and types of fossils that are likely to be seen during construction, and proper notification procedures should fossils be encountered. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying the Project Paleontologist, who shall evaluate the significance of the find.

Mitigation Measure GS-5.2: Conduct Protocol and Procedures for Encountering Paleontological Resources. In the event that fossils or fossil bearing deposits are discovered during ground disturbing activities, excavations within a 50-foot radius of the find shall be temporarily halted or diverted. Ground disturbance work shall cease until a qualified paleontologist determines whether the resource requires further study. The paleontologist shall document the discovery as needed (in accordance with Society of Vertebrate Paleontology standards [Society of Vertebrate Paleontology 2010]), evaluate the potential resource, and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The excavation plan shall be submitted to the city of Menlo Park for review and approval prior to implementation, and all construction activity shall adhere to the recommendations in the excavation plan.

FINDING: Implementation of Mitigation Measures GS-5.1 and GS-5.2, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measures GS-5.1 and GS-5.2 would be feasible. The City hereby determines that any impacts related to paleontological resources after implementation of Mitigation Measures GS-5.1 and GS-5.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. No known fossils, unique paleontological resources, or unique geologic features are present in the vicinity of the Project Site. Although the surficial area of the Project Site is disturbed by prior construction, the disturbed surface is underlain by nonmarine Pleistocene alluvium that has the potential to contain unique paleontological resources. The potential impacts on paleontological resources would depend on the depth, extent, and type of soil-disturbing activities that would occur as a result of construction. As a result, destruction of unique paleontological resources, such as vertebrate fossils, would be a potentially significant impact. However, implementation of Mitigation Measure GS-5.1 and GS-5.2 would reduce the potential impact by requiring a worker education program regarding paleontological resources to be conducted and a protocol to be in place to stop work should paleontological resources be encountered. Implementation of these mitigation measures is feasible and would ensure that the significant impacts related to unknown paleontological resources would be reduced to a less-than-significant level.

Impact C-GS-3: Cumulative Impacts Related to Paleontological Resources. Cumulative development could result in a significant environmental impact with mitigation on paleontological resources; the Project Variant could be a cumulatively considerable contributor to any significant environmental impact.

Mitigation Measures: Implement Mitigation Measure GS-5.1 and Mitigation Measure GS-5.2.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

FINDING: Implementation of Mitigation Measures GS-5.1 and GS-5.2, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measures GS-5.1 and GS-5.2 would be feasible. The City hereby determines that any cumulative impacts related paleontological resources after implementation of Mitigation Measures GS-5.1 and GS-5.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Excavation for the Project Variant combined with other reasonably foreseeable development projects would have the potential to result in development-related impacts on paleontological resources under the disturbed ground surface and a significant cumulative impact. However, implementation of Mitigation Measures GS-5.1 and GS-5.2 is feasible and would reduce the Project Variant's cumulative impact to a less-than-significant level. Other projects in the vicinity of the Project Site would also be required to include mitigation measures in compliance with the City's General Plan to reduce impacts to a less-than-significant level. In addition, excavation would be limited spatially to the Project Site (i.e., Project footprint) and would not combine with other projects to cause a cumulative impact. The cumulative impact would therefore be less than significant with mitigation.

6. HYDROLOGY AND WATER QUALITY

The topic of hydrology and water quality was analyzed in Section 3.12 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to hydrology and water quality discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact HY-1: Water Quality. The Project Variant could violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface water or groundwater quality after implementation of mitigation.

Mitigation Measures: Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2. See discussion under Impact HAZ-2, below.

FINDING: Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measures HAZ-2.1 and HAZ-2.2 would be feasible. The City hereby determines that any impacts related to groundwater quality after implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Contaminated groundwater could be encountered during dewatering for construction of the proposed underground parking areas and the emergency water reservoir, resulting in a potentially significant impact. In the event that contaminated groundwater is encountered during dewatering at the Project Site, the contractor may be subject to dewatering requirements in addition to those outlined in the

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Construction General Permit. The Project Variant would be required to comply with the Municipal Regional Permit (MRP), which includes filing a Notice of Intent for permit coverage under the Construction General Permit, as well as local ordinances regarding stormwater and construction site runoff. Project Variant compliance with waste discharge requirements and dewatering regulations would ensure that dewatering activities would be monitored as required and that no violations of water quality standards or waste discharge requirements would occur. However, because of the potential to encounter contaminated groundwater during construction, the Project Variant would be required to incorporate the recommendations described in the site-specific investigations, including a Phase I environmental site assessment and a site assessment report. Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 is feasible and would reduce impacts to a less-than-significant level.

Impact C-HY-1: Cumulative Hydrology and Water Quality Impacts. Cumulative development could result in a significant environmental impact on hydrology and water quality; the Project Variant could be a cumulatively considerable contributor to any significant environmental impact.

Mitigation Measure: Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2. See discussion under Impact HAZ-2, below.

FINDING: Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2, which are hereby adopted and incorporated into the Project Variant, would reduce the cumulative impacts to a less-than-significant level. The City finds that Mitigation Measures HAZ-2.1 and HAZ-2.2 would be feasible. The City hereby determines that any cumulative impacts related to groundwater quality after implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Cumulative projects would be required to comply with the Construction General Permit to control runoff and regulate water quality at each development site, along with regional and local requirements regarding the protection of surface water and groundwater quality. Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 would reduce potential impacts by requiring an environmental site management plan prior to the start of construction to minimize any potential exposure of construction personnel, future site occupants, or the general public to contaminated soils and unknown environmental conditions/subsurface features, along with groundwater monitoring and sampling if dewatering is required within the footprint of the construction sites. Overall, implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 is feasible and would reduce the Project Variant's contribution to a cumulative impact to a less-than-significant-level.

7. HAZARDS AND HAZARDOUS MATERIALS

The topic of hazards and hazardous materials was analyzed in Section 3.13 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to hazards and hazardous materials discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Impact HAZ-2: Upset and Accident Conditions Involving Hazardous Materials. The Project Variant could create a significant hazard for the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

Mitigation Measure HAZ-2.1: Prepare and Implement an Environmental Site Management Plan. Prior to commencement of any ground disturbing activities, the Project Sponsor shall retain the services of a qualified environmental engineering firm to prepare and implement an Environmental Site Management Plan (ESMP) for review and approval by the appropriate regulatory agency. The purpose of the ESMP is to protect construction workers, the general public, the environment, and future site occupants from subsurface hazardous materials previously identified at the site and to address the possibility of encountering unknown contamination or hazards in the subsurface. The ESMP shall summarize soil and groundwater analytical data collected on the project site during past investigations; identify management options for excavated soil and groundwater, if contaminated media are encountered during deep excavations; and identify monitoring, irrigation, or other wells requiring proper abandonment in compliance with local, state, and federal laws, policies, and regulations.

The ESMP shall include measures for identifying, testing, and managing soil and groundwater suspected of or known to contain hazardous materials (including imported fill/soils, if imported fill/soils are needed as part of project construction). The ESMP shall: 1) provide procedures for evaluating, handling, storing, testing, and disposing of soil and groundwater during project earthwork and dewatering activities, respectively; 2) describe required worker health and safety provisions for all workers potentially exposed to hazardous materials in accordance with State and federal worker safety regulations; and 3) designate personnel responsible for implementation of the ESMP. The ESMP shall be prepared by a commercial environmental engineering firm with expertise and experience in the preparation of ESMPs and stamped by an appropriately licensed professional. In addition, the ESMP shall adhere to applicable oversight agency guidance associated with the handling of the aforementioned impacted media.

In addition, the ESMP shall establish protocols and measures for addressing the discovery of presently unknown environmental conditions or subsurface structures such as underground storage tanks (USTs), sumps, or wells, would include procedures for evaluating, handling, storing, testing and disposing of these unknown materials (as applicable), and would also establish required health and safety provisions for all workers who could be exposed to said hazardous materials (in accordance with state and federal worker safety regulations). If the environmental engineering firm subsequently identifies the need for further sampling, the Project Sponsor shall implement this and any other requirements identified in the ESMP.

Mitigation Measure HAZ-2.2: Require Groundwater Monitoring and Sampling prior to Dewatering Activity. Prior to any construction activity with the potential to require dewatering any ground disturbing activity, the Project Sponsor shall measure both water levels and water quality prior to and during dewatering, with a focus on potential constituents of concern, based on known or suspected water quality impacts within or near the Project Site. The Project Sponsor shall ensure the collection and testing of samples prior to initiating construction activities with the potential to require dewatering. The sampling locations shall be an appropriate distance from the proposed dewatering site, as determined by a geotechnical evaluation of local groundwater and soil conditions. If contaminated water is detected, remedial measures to limit potential exposure to affected media and/or contain the spread shall be implemented. Several options can be employed (e.g., implementing onsite treatment/remediation; disposing in the sewer system (with any appropriate pre-treatment) or at a hazardous materials disposal facility, depending on type and

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

level of contamination; tanking; or stopping or phasing underground construction. Affected water shall be handled with the appropriate use of personal protective equipment (PPE) and treated so that it complies with discharge and reporting requirements and applicable water quality objectives or hauled offsite for treatment and disposal at a permitted waste treatment facility. Upon disposal of the affected water, the Project Sponsor shall be responsible for demonstrating to the city of Menlo Park that the treatment and disposal requirements set forth in this mitigation measure have been met by providing a waste manifest or proof of a valid waste discharge requirement (WDR) permit.

Mitigation Measure HAZ-2.3: Conduct a Hazardous Building Materials Survey. Prior to the issuance of any demolition permit, the Project Sponsor shall conduct a Hazardous Building Materials Survey in accordance with DTSC's Preliminary Endangerment Assessment (PEA) Guidance Manual. The survey shall be performed by a licensed contractor at structures that are scheduled to be demolished but have not been surveyed previously (i.e., as part of the 2021 Limited Hazardous Materials Survey). The Hazardous Building Materials Survey shall identify the presence of hazardous building materials, including asbestos-containing materials (ACMs), lead-based paint (LBP), and polychlorinated biphenyls (PCBs). Should this survey determine that hazardous building materials are present, the following actions shall be implemented by the Project Sponsor:

- A health and safety plan shall be developed by a certified industrial hygienist for potential LBP, asbestos, or other hazardous building material risks present during demolition. The health and safety plan shall then be implemented by a licensed contractor. The health and safety plan shall comply with federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA) requirements.
- Necessary approvals shall be acquired from the city of Menlo Park and/or county (by the licensed contractor) for specifications or commencement of abatement activities. Abatement activities shall be conducted by a licensed contractor.
- The Bay Area Air Quality Management District (BAAQMD) shall be notified 10 days prior to initiating demolition at structures that contain asbestos. Section 19827.5 of the California Health and Safety Code requires local agencies not to issue demolition or alteration permits until an applicant has demonstrated compliance with the notification requirements under applicable federal regulations regarding hazardous air pollutants, including asbestos. In addition:
    - Asbestos shall be disposed of at a licensed disposal facility, to be identified by the licensed contractor.
    - The local office of Cal/OSHA shall be notified of asbestos abatement activities.
    - Asbestos abatement contractors shall follow state regulations contained in 8 CCR 1529 and 8 CCR 341.6 through 341.14 where asbestos-related work would involve 100 square feet or more of ACM.
    - Asbestos removal contractors shall be certified as such by the Contractors Licensing Board of the State of California. The owner of the property where abatement is to occur shall have a hazardous waste generator number assigned by and registered with the California Department of Health Services in Sacramento.
    - The contractor and hauler of hazardous building materials shall file a hazardous waste manifest, with details about hauling the material from the site and disposing

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

of it. Pursuant to California law, the city of Menlo Park shall not issue the required permit until the Project Sponsor has complied with the notice requirements described above.

Mitigation Measure HAZ-2.4: Conduct a Focused Soil Vapor Intrusion Investigation. Prior to construction, the Project Sponsor shall retain the services of a qualified environmental consulting firm to conduct a focused soil vapor investigation. The investigation shall be conducted in the areas that are designated for residential and office/R&D use and shall be designed to protect building occupants from potential long-term impacts associated with vapor intrusion. The investigation shall provide the data needed to determine whether long-term engineering controls shall be needed as part of the proposed building development. The soil vapor investigation's methodology and sampling program shall be conducted by an environmental consulting firm with applicable expertise and experience and would be performed under any applicable oversight agency's current guidance. The soil vapor investigation shall be implemented by the Project Sponsor prior to construction of buildings on the Project Site.

If the environmental consulting firm or appropriate regulatory agency providing oversight determines engineering controls are required, they shall be designed by a qualified engineer in compliance with requirements of the appropriate regulatory agency and/or the city of Menlo Park to address vapor conditions by redirecting and/or minimizing soil vapor (e.g., the February 2023 Supplemental Guidance: Screening and Evaluating Vapor Intrusion prepared by the California Department of Toxic Substances Control and the California State Water Resources Control Board or the prevailing applicable requirements at the time the Project is implemented). The performance of the installed vapor mitigation systems shall be confirmed by appropriate quality assurance/quality control inspection and test methods, as certified by the design engineer, and the certification shall be provided to the appropriate regulatory agency providing oversight and city of Menlo Park as needed.

Specific engineering controls may include, but shall not be limited to:

- Installation of subsurface migration barriers; and/or
- Inclusion of ventilated foundations for any proposed structures; and/or
- The use and implementation of an alternative method or structural design to address soil gas releases and reduce the potential for hazardous conditions to occur.

Appropriate engineering control systems shall be determined with concurrence, approval, and oversight from the appropriate regulatory agency providing oversight and shall be dependent on building placement and construction.

FINDING: Implementation of Mitigation Measures HAZ-2.1, HAZ-2.2, HAZ-2.3, and HAZ-2.4, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds Mitigation Measures HAZ-2.1, HAZ-2.2, HAZ-2.3, and HAZ-2.4 would be feasible. The City hereby determines that any impacts related to upset and accident conditions involving hazardous materials after implementation of Mitigation Measures HAZ-2.1, HAZ-2.2, HAZ-2.3, and HAZ-2.4 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

lessen the significant environmental effect, as identified in the EIR. Because it is possible that residual soil or groundwater contaminants exist on the Project Site, ground disturbance, excavation, and dewatering activities conducted during construction of the Project Variant could encounter affected soils and contaminated groundwater could result in potential exposure risk for construction personnel and the surrounding environment. In addition, hazardous building materials such as asbestos, lead, and PCBs could be present. As such, demolition activities associated with the Project Variant could create a potential risk for construction personnel and the surrounding environment from an exposure to hazardous building materials.

Mitigation Measures HAZ-2.1 through HAZ-2.3 would reduce potential impacts associated with construction and operation of the Project Variant by requiring an environmental site management plan prior to the start of construction to minimize any potential exposure of construction personnel, future site occupants, and the general public to contaminated soils and unknown environmental conditions/subsurface features. The mitigation measures would also require monitoring and groundwater sampling to ensure adequate treatment and disposal and address potential risks associated with contaminated groundwater encountered during dewatering. In addition, proper abatement procedures would be implemented at buildings and structures with known hazardous building materials that would be demolished as part of the Project Variant. In addition, implementation of Mitigation Measure HAZ-2.4 would require additional soil vapor investigation in areas designated for residential use to address the potential soil vapor intrusion risk associated with the Project Variant. Implementation of Mitigation Measures HAZ-2.1, HAZ-2.2, HAZ-2.3, and HAZ-2.4 is feasible and would reduce potentially significant impacts related to the release of hazardous materials from affected media onsite to a less-than-significant level.

Impact HAZ-3: Exposure to Schools. The Project Variant could emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school.

Mitigation Measures: Implement Mitigation Measure HAZ-2.1, Mitigation Measure HAZ-2.2, and Mitigation Measure HAZ-2.3.

FINDING: Implementation of Mitigation Measures HAZ-2.1, HAZ-2.2, and HAZ-2.3, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds Mitigation Measures HAZ-2.1, HAZ-2.2, and HAZ-2.3 would be feasible. The City hereby determines that any impacts related to emitting hazardous emissions or handling hazardous materials within 0.25 mile of schools after implementation of Mitigation Measures HAZ-2.1, HAZ-2.2, and HAZ-2.3 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project Site is within 0.25 mile of Menlo-Atherton High School and Menlo Children's Center. Construction activities associated with the Project Variant could encounter residual contamination in soil during ground disturbance as well as affected groundwater during dewatering. In addition, demolition activities could uncover and expose construction personnel and the surrounding environment to hazardous building materials, which would be a potentially significant impact. Implementation of Mitigation Measures HAZ-2.1 through HAZ-2.3 would reduce potential impacts of the Project Variant by requiring an environmental site management plan prior to the start of construction to minimize any potential exposure of construction personnel, future site occupants, and the general public to contaminated soils and unknown environmental conditions/subsurface features. The mitigation measures would also

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

require monitoring and groundwater sampling to ensure adequate treatment and disposal and address potential risks associated with contaminated groundwater encountered during dewatering. In addition, proper abatement procedures would be implemented at buildings and structures with known hazardous building materials that would be demolished. Implementation of these mitigation measures would therefore reduce potentially significant impacts related to the handling of hazardous or acutely hazardous materials near schools to a less-than-significant level.

Impact HAZ-4: Cortese List. The Project Variant would be located on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, could create a significant hazard for the public or the environment.

Mitigation Measures: Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2.

FINDING: Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measures HAZ-2.1 and HAZ-2.2 would be feasible. The City hereby determines that any impacts related to residual contamination in onsite soils on a Cortese List site after implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Contamination associated with the SRI and SRI International properties was addressed to the satisfaction of the oversight agencies. Thus, impacts associated with leaking underground storage tanks are considered unlikely. Nonetheless, the Project Variant would be located on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, resulting in the potential to encounter residual affected media. This would be a potentially significant impact. Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 is feasible and would reduce the potential impacts of the Project Variant by requiring an environmental site management plan prior to the start of construction. Implementation of the mitigation measures under the Project Variant would therefore reduce any potential exposure of construction workers or the public to residual contamination in onsite soils, if encountered, to a less-than-significant level.

C. Findings Regarding Significant and Unavoidable Impacts

The EIR identified the following significant and unavoidable adverse environmental impacts associated with approval of the Project Variant, some of which can be reduced, although not to a less-than-significant level, through implementation of mitigation measures identified in the EIR. The City finds there are no additional feasible mitigation measures or alternatives that could be adopted at this time that would reduce these significant and unavoidable impacts to a less-than-significant level. For each significant and unavoidable impact identified below, the City has made a finding(s) pursuant to Public Resources Code Section 21081.

However, for reasons set forth in Section VIII, Statement of Overriding Conditions, below, the City Council has determined that overriding economic, social, and other considerations outweigh the Project Variant's significant and unavoidable effects. The findings in this section are based on information presented in the EIR, the discussion and analysis of which is hereby incorporated in full by this reference, and all materials in the recording of proceedings for the Project Variant as set forth in Section V above.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

1. NOISE

The topic of noise was analyzed in Section 3.7 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to noise and vibration discussed below, and recommended the mitigation measures that follow. Again, the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact NOI-1: Construction Noise. Construction of the Project Variant would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies.

Mitigation Measure NOI-1.2: Install Sound Barrier. Prior to issuance of the first construction permit, a permanent or temporary noise barrier shall be erected along the property line immediately south of the townhomes. The temporary barrier shall not be removed until the barrier is no longer needed to reduce noise from construction activities and comply with the thresholds identified in this EIR. The barrier shall start at Laurel Street, then continue perpendicularly to Laurel Street along the property line for a distance of approximately 330 feet. The barrier shall continue parallel to Barron Street along the property line for a distance of approximately 400 feet and end at Burgess Drive. The distances cited here are preliminary and based on the preliminary Project design. The actual distances shall be determined in a more precise manner during the design phase for the noise barrier. The temporary noise barriers shall be at least 12 feet high and constructed from a material with a minimum weight of 2 pounds per square foot, with no gaps of perforations. All noise control barrier walls shall be designed to preclude structural failure due to such factors as wind, shear, shallow soil failure, earthquake, or erosion. The design and location of the sound barrier shall be supported by a technical analysis of the proposed design and installed prior to demolition/construction. The design of the sound barrier may be incorporated into the noise control plan in Mitigation Measure NOI-1.3.

Mitigation Measure NOI-1.3: Implement Noise Reduction Plan to Reduce Construction Noise. Prior to issuance of any demolition, grading, and/or building permits for construction of the Project Variant, the Project Sponsor and/or contractor(s) shall (i) develop a construction noise control plan to reduce noise levels and demonstrate how the Project Variant will comply with Menlo Park Municipal Code daytime (i.e., during non-exempt hours) and nighttime noise standards to the extent feasible and practical, subject to review and determination by the Community Development Department, and (ii) provide a note on all development plans, stating that, during ongoing grading, demolition, and construction, the Project Sponsor shall be responsible for requiring contractors to implement measures to limit construction-related noise, as set forth in the plan and in this mitigation measure (NOI-1.3). The plan shall also include measures to reduce noise levels such that a 10-decibel (dB) increase over the ambient noise level does not occur at nearby noise-sensitive land uses to the extent feasible and practical, as determined by the city of Menlo Park. For concrete pouring occurring during early-morning hours, the closest distance that equipment for concrete pouring shall operate to noise-sensitive land uses is 100 feet, which applies to residential properties and the church

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

property on the north side of Ravenswood Avenue. Equipment for concrete pouring shall operate no closer than 200 feet from the property line of residential properties in the Classics of Burgess Park or Linfield Oaks neighborhoods. These distances are based on the anticipated locations for the concrete pouring activities.

The plan shall demonstrate that, to the extent feasible and practical, noise from concrete pouring activities and emergency well construction that occur overnight and between 6:00 a.m. and 8:00 a.m. will comply with the applicable city of Menlo Park noise limit of 50 A-weighted decibels (dBA) from 10:00 p.m. to 7:00 a.m. or 60 dBA from 7:00 a.m. to 10:00 p.m. at the nearest existing residential or noise-sensitive land use. The plan shall also demonstrate that, to the extent feasible and practical, as determined by the city, noise from individual pieces of equipment proposed for use will not exceed the limit for powered equipment (i.e., 85 dBA L_{eq} at 50 feet) and combined noise from construction activities during all hours will not result in a 10 dB or greater increase beyond the ambient noise level at the nearest noise-sensitive land uses. Activities that would produce noise above applicable daytime or nighttime limits shall be scheduled only during normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). If it is determined that a particular piece of equipment will not meet the requirements of this mitigation measure, that equipment shall not be used outside normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). The plan shall be approved by the city prior to the issuance of building permits to confirm the precise noise minimization strategies that will be implemented and document the strategies that will be employed to the extent feasible and practical.

The measures to reduce noise from construction activity may include, but are not limited to, the following:

- Require all construction equipment to be equipped with mufflers and sound control devices (e.g., intake silencers, ducts, engine enclosures, acoustically attenuating shields, noise shrouds) that are in good condition (i.e., at least as effective as those originally provided by the manufacturer) and appropriate for the equipment.
- Maintain all construction equipment to minimize noise emissions.
- Locate construction equipment as far as feasible from adjacent or nearby noise-sensitive receptors.
- Stockpiling locations shall be as far as feasible from adjacent or nearby noise-sensitive receptors.
- Require all stationary equipment to be located so as to maintain the greatest possible distance from nearby existing buildings, where feasible and practical.
- Require stationary noise sources associated with construction (e.g., generators and compressors) in proximity to noise-sensitive land uses to be muffled and/or enclosed within temporary enclosures and shielded by barriers, to the extent feasible and practical.
- Install noise-reducing sound walls or fencing (e.g., temporary fencing with sound blankets) around noise-generating equipment, to the extent feasible and practical, where no perimeter wall is provided. See also Mitigation Measure NOI-1.2.
- Prohibit the idling of inactive construction equipment for prolonged periods (i.e., more than 2 minutes) during early-morning hours.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

- Provide advance notification by mailing/delivering notices to surrounding land uses regarding the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period.
- Provide the name and telephone number of an onsite construction liaison through onsite signage and the notices mailed/delivered to surrounding land uses. If construction noise is found to be intrusive to the community (i.e., if complaints are received), the construction liaison shall take reasonable efforts to investigate the source of the noise and require that reasonable measures be implemented to correct the problem.
- Use electric motors rather than gasoline- or diesel-powered engines to avoid noise associated with compressed air exhaust from pneumatically powered tools, to the extent feasible and practical (as determined by the city). Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust could be used; this muffler can lower noise levels from the exhaust by about 10 dB. External jackets on the tools themselves could be used, which could achieve a reduction of 5 dB.
- Limit the use of public address systems.
- Limit construction traffic to the haul routes established by the city.

The Project Sponsor and/or the contractor(s) shall obtain a permit to complete work outside the normal daytime construction hours outlined in the Menlo Park Municipal Code (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday); this may be incorporated into the conditional development permit for the Project Variant. Furthermore, the plan shall require verification that construction activities will be conducted at adequate distances or otherwise shielded with sound barriers, as determined through analysis, from noise-sensitive receptors when occurring outside normal daytime construction hours; compliance with the Menlo Park Municipal Code will be verified through measurement.

FINDING: Implementation of Mitigation Measures NOI-1.2, and NOI-1.3, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts, but not to a less-than-significant level. Although the City finds that Mitigation Measures NOI-1.2, and NOI-1.3 would be feasible, and that there are no additional feasible mitigation measures that will reduce this impact to a less-than-significant level. The City hereby determines that specific considerations make further mitigation measures or alternatives infeasible; therefore, any impacts related to construction noise would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: Daytime construction activities of the Project Variant would result in a temporary noise level greater than 10 decibels (dB), relative to the existing noise level. In addition, nighttime and early-morning construction noise would affect noise-sensitive land uses near the emergency water reservoir (i.e., residences north of Ravenswood Avenue, near Middlefield Road). Because noise limits would be exceeded during construction, impacts would be potentially significant. A construction noise reduction plan, per Mitigation Measure NOI-1.3, would be implemented to reduce the noise levels from construction activities for the Project Variant. However, such a plan may not be able to ensure that noise would be below the applicable thresholds in all circumstances. Implementation of Mitigation Measure NOI-1.2 during Project Variant construction would reduce noise by requiring installation of a noise barrier. For the sensitive land uses at 200 feet (i.e., single-family residences in the Linfield Oaks and Classics of Burgess Park neighborhoods), this noise barrier, along with intervening buildings would reduce noise from the concrete pours such that the noise limit would not be exceeded. However, noise from concrete pours occurring 100 feet from the homes north of Ravenswood Avenue would not be blocked by intervening buildings or a barrier. It is not feasible to add a noise barrier between

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

the homes north of Ravenswood Avenue and the concrete pour location adjacent to Residential Building 1, because a barrier in this location could interfere with construction operations, such as personnel and vehicles accessing the site. Taken together, these mitigation measures may not be able to ensure that noise would be below the applicable thresholds in all circumstances. The construction noise reduction plan and noise barrier would reduce noise, but noise levels could temporarily be as high as 97 dBA L_{eq}, as conservatively measured without any noise attenuation or reduction measures. Even with implementation of Mitigation Measures NOI-1.2 and NOI-1.3, substantial temporary increase in noise would occur during certain construction activities. Although the substantial increase in noise would be temporary and limited to only certain construction activity, the increase could nevertheless adversely affect surrounding land uses that are sensitive to noise, particularly during construction activities that occur in the nighttime and early morning hours. As a result, the City finds that impacts under the Project Variant related to nighttime, early-morning, and daytime construction noise would be significant and unavoidable with implementation of all feasible mitigation.

Impact NOI-3: Ground-borne Vibration. The Project Variant would generate excessive ground-borne vibration or ground-borne noise levels.

Mitigation Measure NOI-3.1: Vibration Control Measures for Annoyance from Construction Activities. Daytime construction activity involving an excavator, or other equipment capable of generating similar vibration levels, shall take place no closer than 50 feet from residential or other sensitive land uses, to the extent feasible and practical, subject to review and approval by the Community Development Department; equipment smaller than an excavator may operate less than 50 feet from residential land uses. Jackhammers shall be further restricted, operating no closer than 30 feet from residential land uses. The 50-foot restriction may be greater for equipment that results in greater vibration levels than an excavator. Maintaining these distances between equipment and the nearest sensitive land uses would ensure that vibration levels would be below a peak particle velocity (PPV) of 0.032 inch per second (in/sec). Early-morning construction activity involving concrete trucks shall occur after 7:00 a.m. when the daytime threshold from ConnectMenlo is applicable (0.032 in/sec) rather than the nighttime threshold (0.016 in/sec).

When construction requires the use of the aforementioned types of equipment closer to nearby sensitive uses or before the allowable hours, reduction measures shall be incorporated, to the extent feasible and practical, such as the use of smaller or less vibration-intensive equipment. The feasibility of reduction measures shall be subject to review and determination by the Community Development Department. In addition, the construction contractor shall appoint a vibration coordinator for the Proposed Project who will serve as the point of contact for vibration-related complaints during construction. Contact information for the vibration coordinator will be posted at the Project Site and on a publicly available website for the Proposed Project. Should complaints be received, the vibration coordinator shall work with the construction team to adjust activities, to the extent feasible and practical, and reduce vibration or reschedule activities for a less sensitive time. The vibration coordinator shall notify the Community Development Department of all vibration-related complaints and actions taken to address the complaints.

FINDING: Implementation of Mitigation Measure NOI-3.1, which is hereby adopted and incorporated into the Project Variant, would reduce the impacts, but not to a less-than-significant level. Although the City finds that Mitigation Measure NOI-3.1 would be feasible, there are no additional feasible mitigation measures that will reduce this impact to a less-than-significant level. The City hereby determines that specific considerations make further mitigation measures or alternatives infeasible; therefore, any impacts related to ground-borne vibration during construction would be significant and unavoidable.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

FACTS IN SUPPORT OF FINDING: Most construction activities would occur more than 15 feet from offsite uses because construction along the perimeter of the site would be short term compared to the overall duration of construction.

The shortest distance between construction equipment and existing buildings is expected to be approximately 15 feet, which could occur in the Linfield Oaks or Classics of Burgess Park neighborhoods. The length of time that equipment would operate within 15 feet of residences in these neighborhoods would be limited to only 3 to 4 days during grading for landscaping-related activities. Nevertheless, because equipment could be as close as 15 feet, this distance is conservatively used in the vibration evaluation in the EIR. During the early-morning concrete pours, equipment would operate within the interior of the Project Site, not near existing residential uses. However, a loaded concrete truck traveling within approximately 70 feet of existing residential uses could generate a vibration level greater than the nighttime threshold specified in the ConnectMenlo EIR. Additionally, construction of the emergency well, which would be included as part of the emergency water reservoir, would occur for 24 hours per day for 10 days and could be located as close as 60 feet to existing residences north of Ravenswood Avenue. Therefore, the construction vibration impact from nighttime and early morning construction would be potentially significant.

Implementation of Mitigation Measure NOI-3.1 would reduce vibration levels from construction activity during daytime and early-morning hours by requiring larger equipment to operate at distances greater than 15 feet from sensitive land uses to the extent feasible; a vibration coordinator would be required to address any vibration-related complaints received. However, it may not be possible to ensure that vibration levels at all times and at all locations would be reduced to a level below the “strongly perceptible” level or below the thresholds identified in the ConnectMenlo EIR because larger equipment may need to operate at closer distances to sensitive land uses. Therefore, temporary impacts related to construction vibration under the Project Variant would be significant and unavoidable with implementation of all feasible mitigation.

Impact C-NOI-1: Cumulative Construction Noise. Cumulative development would result in a significant environmental impact related to construction noise; the Project Variant would be a cumulatively considerable contributor to a significant environmental impact.

Mitigation Measure: Implement Mitigation Measure NOI-1.1 and Mitigation Measure NOI-1.2.

FINDING: Implementation of Mitigation Measures NOI-1.1 and NOI-1.2, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts, but not to a less-than-significant level. Although the City finds that Mitigation Measures NOI-1.1 and NOI-1.2 would be feasible, there are no additional feasible mitigation measures that will reduce this impact to a less-than-significant level. The City hereby determines that specific considerations make further mitigation measures or alternatives infeasible; therefore, any impacts related to cumulative construction noise would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: If the construction of multiple projects in the area overlaps, cumulative construction noise impacts would be potentially significant. Because the Project Variant on its own would result in a significant impact, its contribution would be cumulatively considerable. Although implementation of Mitigation Measures NOI-1.1 and NOI-1.2 would reduce the Project Variant’s construction noise impacts, such impacts were determined to be significant and unavoidable. Based on the analysis above, the Project Variant’s contribution to cumulative impacts related to construction noise would be cumulatively considerable, even with implementation of all feasible mitigation.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

2. CULTURAL RESOURCES

The topic of cultural and tribal resources was analyzed in Section 3.8 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant, including historical resources. The Draft EIR determined that the Project Variant could result in the significant impacts related to historical resources discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact CR-1: Historical Resources. The Project Variant would cause a substantial adverse change in the significance of historical resources, pursuant to Section 15064.5.

Mitigation Measure CR-1.1: Documentation. Prior to issuance of any demolition, grading, or construction permits for the site, the Project Sponsor shall undertake documentation of all contributing buildings and landscape elements of the SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). The documentation shall be funded by the Project Sponsor and undertaken by a qualified professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture (Code of Federal Regulations, Title 36, Part 61, Appendix A). Documentation shall be submitted to the Menlo Park Planning Division, or a qualified historic consultant, for review prior to issuance of demolition permits. The documentation package created shall consist of the items listed below:

- CR-1.1.a: Digital Photography
- CR-1.1.b: Historical Report
- CR-1.1.c: Site Plan and Drawings

The documentation materials shall be submitted to the Northwest Information Center at Sonoma State University, the repository for the California Historical Resources Information System. The documentation shall also be offered to state, regional, and local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, San Mateo County History Museum, Computer History Museum, and SRI International. Materials will be provided in archival digital and/or hard-copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research.

Mitigation Measure CR-1.1.a: Digital Photography. Digital photographs shall be taken of all contributing buildings and landscape elements. Photographs will capture the overall character and setting of the eligible SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). All digital photography shall be conducted according to current National Park Service standards, as specified in the National Register Photo Policy Factsheet.75 The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required.

Photograph views for the data set shall include:

- At least one photograph of each contributing building, which may be the primary façade or an oblique view showing the primary façade and a secondary façade;
- Photographs of all façades of the three individually eligible buildings (Buildings 100, A, and E);

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

- Detail views of character-defining features of the three individually eligible buildings (Buildings 100, A, and E);
- Representative interior views of the three individually eligible buildings (Buildings 100, A, and E); and
- Contextual views of the site and each contributing landscape element.

All photographs shall be referenced on a photographic key map or site plan. The photographic key shall show the photograph number, with an arrow to indicate the direction of the view. Digital photographs shall be in an uncompressed RAW file format and saved as TIFF files. Each image shall be a minimum of 1,600 by 1,200 pixels, at 300 pixels per inch or larger, and in color. The file name for each electronic image shall correspond with the name in the index of photographs and on the photograph label. If repositories request hard copies, the photographs shall be printed on archival paper.

Drone photographs of the site shall be taken and saved in a digital file format on an archival DVD, then submitted to the repositories with the photographic documentation. The use of digital photography and drone photography is encouraged in CR-1.2: Interpretive Program.

Mitigation Measure CR-1.1.b: Historical Report. A written historical narrative and report that meets Historic American Buildings Survey (HABS) historical report guidelines shall be produced for the three individually eligible buildings. This HABS-style historical report may be based on documentation provided in the 2022 historic resource evaluation for the site and include historic photographs and drawings, if available. The HABS-style historical report shall follow an outline format, with a statement of significance and a description of the buildings. The HABS-style historical report shall be submitted to the repositories along with the historic resource evaluation (2022), which documents the history of the site and the historic district.

Mitigation Measure CR-1.1.c: Site Plan and Drawings. An existing-conditions site plan shall be produced, depicting the current configuration and spatial relationships of the contributing buildings and landscape features. The existing-conditions site plan shall be prepared by a professional who meets the Secretary of the Interior's professional qualification standards for architecture or historic architecture and reviewed by the professional retained to prepare the written history. Documentation of plantings is not required, but a depiction of the locations and types of mature trees, as well as designed hardscape and landscape features, shall be included.

Reasonable efforts shall be made to locate original drawings and/or site plans of the district and contributing buildings from its period of significance. If located, selected representative drawings (e.g., site plans, elevations, sections, relevant key details) shall be photographed or scanned at high resolution, reproduced, and included in the dataset.

Original architectural drawings or as-built drawings of the three individually eligible buildings proposed for demolition shall be submitted as part of the documentation package. Original drawings for Buildings A and E are known to be available in the SRI International records and therefore should be reproduced. Reasonable efforts should be made to locate original drawings for Building 100. If original architectural or construction drawings of Building 100, including floor plans and elevations, cannot be located, measured drawings shall be prepared, according to HABS guidelines, by a professional who meets the Secretary of the Interior's professional qualification standards for architecture or historic architecture and reviewed by the professional retained to prepare the written history.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Mitigation Measure CR-1.2: Interpretive Program. The Project Sponsor, in consultation with a qualified historian or architectural historian who meets the Secretary of the Interior's professional qualification standards and an experienced exhibit design professional, shall develop an interpretive program for the site. The interpretive program plan shall be reviewed by the Menlo Park Planning Division and/or a qualified historic consultant prior to the issuance of any permits for demolition, grading, or construction on the site. The plan shall include information regarding the proposed format and location of the content, along with information regarding the high-quality graphics and written narratives that will be incorporated. The interpretive display/feature shall be fully implemented and/or installed concurrent with the completion of common public open spaces and/or pathways along Ravenswood Avenue but not later than prior to issuance of the final certificate of occupancy for Parkline (Proposed Project) and inspected by Menlo Park Planning Division staff members and/or a qualified historic consultant to confirm its adherence to requirements of the approved interpretive program.

The Project Sponsor shall provide a robust interpretive program with multiple permanent outdoor displays concerning the history of SRI International. The high-quality interpretive displays shall be installed within the Project Site boundaries; made of durable, all-weather materials; and positioned to allow high public visibility and interactivity. In addition to narrative text, the interpretative displays may include photographs, news articles, memorabilia, and drawings. The interpretive program may use source materials from the historic resource evaluation or materials prepared as part of Mitigation Measure CR-1.1 but should also incorporate other primary and secondary sources, such as existing oral histories, historic photographs, and video footage where available and practicable. In addition to interpreting the overall significance of the SRI International campus as a historic district, the interpretive displays shall feature information on the individual significance of Buildings 100, A, and E, including the specific innovations, significant persons, and architecture associated with those buildings, as applicable.

In addition to interpretive displays in public areas of the site, the Project Sponsor may consider additional means of onsite interpretation, including digital interpretation methods (e.g., websites, mobile applications, interpretive videos, drone footage, virtual- or augmented-reality experiences, artwork inspired by or related to the history of the site). Creative means of interpretation, such as landscape and play features, along with other means of presenting information regarding the history and development of the site, are encouraged.

Although the interpretive program shall include information on the history and development of SRI International, as well as the important persons and innovations associated with the institution, interpretation may also include information on previous eras of site history, such as the residential estate era and Dibble General Hospital era.

Mitigation Measure CR-1.3: Relocation of SRI Monument. The Project Sponsor, in consultation with a qualified historian or architectural historian who meets or exceeds the Secretary of the Interior's qualifications standards, and a professional conservator shall develop and implement a relocation plan for the SRI International Monument. The receiver site shall retain the relationship between the SRI Monument and the campus setting, the landscape materials, and the immediate setting to the extent feasible. Altering the setting and placing the SRI International Monument along a prominent walkway axis is not recommended as it may negatively impact the historic character of the setting.

The SRI International Monument relocation plan shall include:

1) Identification of a receiver site on the Project Site.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

i. Description of how the receiver site reflects the historic setting of the SRI International Monument south of Building I, on the brick median in the visitor parking lot west of Building A.

ii. Specifications for the removal of the SRI International Monument from its current location, transport to the receiver site, and identification of possible secure, environmentally controlled storage location during construction of the Project Variant. The specifications shall include protective measures to ensure the monument is not damaged during removal, transport, storage, and re-installation. The specifications shall include a timeline for removal and storage that will occur following the Historic American Buildings Survey (HABS) photographic documentation and prior to the beginning of ground-disturbing construction.

iii. Project plans or drawings that show the SRI International Monument clearly identified on demolition drawings as well as the receiver site on construction plans.

The SRI International Monument relocation plan shall be reviewed by the Menlo Park Planning Division prior to the issuance of any permits for demolition, grading, or construction on the Project Site. The final SRI International Monument relocation plan shall be submitted to the construction superintendents and confirmation of receipt shall be documented via email.

Mitigation Measure CR-1.4: Documentation of the Chapel. Prior to issuance of a demolition permit for the First Church of Christ, Scientist and Alpha Kids Academy (Chapel buildings), the Project Sponsor shall undertake documentation of the Chapel at 201 Ravenswood Avenue. The documentation shall be funded by the Project Sponsor and undertaken by a qualified professional(s) who meets the Secretary of the Interior's Professional Qualification Standards for history, architectural history, or architecture (Code of Federal Regulations, Title 36, Part 61, Appendix A) and be submitted for review by the Menlo Park Planning Division prior to issuance of a demolition permit for the Chapel buildings. The documentation package created shall consist of the items listed below, consisting of (a) digital photography and (b) a historical report. The documentation materials shall be submitted to the Northwest Information Center at Sonoma State University, the repository for the California Historical Resources Information System. The documentation shall also be offered to local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, and San Mateo County History Museum. Materials shall either be provided in archival digital and/or hard copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research. Although the documentation would use some of the guidelines and specifications developed for the Historic American Buildings Survey (HABS), the documentation package would not need to be delivered as HABS documentation to the Library of Congress.

(a) Digital Photography. Digital photographs shall be taken of the Chapel at 201 Ravenswood Avenue. All digital photography shall be conducted according to current National Park Service (NPS) standards, as specified in the National Register Photo Policy Factsheet (updated May 2013). The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required. Photograph for the data set shall include:

- Photographs of all façades
- Detailed views of character-defining features
- Representative interior views of the nave and narthex

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

- Contextual views of the site, including the courtyards at the corners of the cross plan for the Chapel. Contextual views may include the multi-use building, but full façade and detailed views of the multi-use building are not required.

(b) Historical Reports. A written historical narrative and report that meets HABS Historical Report Guidelines shall be produced for the Chapel at 201 Ravenswood Avenue. This HABS-style historical report may be based on the documentation provided in the 2024 Department of Parks and Recreation 523 form evaluation for the property and include historic photographs and drawings, if available. The HABS-style historical report shall follow an outline format, with a statement of significance for the building and a description of the building.

FINDING: Implementation of Mitigation Measures CR-1.1, CR-1.2, CR-1.3, and CR-1.4, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts, but not to a less-than-significant level. Although the City finds that Mitigation Measures CR-1.1, CR-1.2, CR-1.3, and CR-1.4 would be feasible, there are no additional feasible mitigation measures that will reduce this impact to a less-than-significant level. The City hereby determines that specific considerations make further mitigation measures or alternatives infeasible; therefore, impacts related to historical resources would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: The Project Variant would demolish 23 out of 26 existing commercial buildings at the Project Site that are considered contributors to a potentially eligible historic district, plus the two Chapel buildings at 201 Ravenswood Avenue. The Project Variant would result in significant impacts to the SRI Campus historic district and the four individually significant buildings (Building 100, Building A, and Building E and the Chapel at 201 Ravenswood Avenue). Implementation of the Project Variant would require demolition of the four individually significant buildings, 23 of the 26 historic district contributor buildings, and one of two contributing landscape features, all of which are considered historical resources, as defined in CEQA Guidelines Section 15064.5. As a result, the historic district and four individual buildings would lose eligibility for listing in the CRHR. The Project Variant would implement Mitigation Measures CR-1.1 (including CR-1.1.a, CR-1.1.b, CR-1.1.c), CR-1.2, and CR-1.3, which would reduce the potential level of impact on the three individually CRHR-eligible historical resources and the potential impact on the CRHR-eligible SRI Campus historic district by requiring documentation and interpretation and/or commemoration of the resources to be demolished and the relocation of a contributing landscape feature of the historic district. However, the demolition of historical resources cannot be mitigated to a less-than-significant level, and impacts on built-environment resources at the SRI Campus historic district would be significant and unavoidable with mitigation. In addition, Mitigation Measure CR-1.4 would require documentation of the Chapel to be demolished, which would lessen the impacts associated with the Project Variant. However, demolition cannot be mitigated to reduce impacts to a less-than-significant level. Impacts under the Project Variant on the Chapel would remain significant and unavoidable with implementation of all feasible mitigation.

VII. FINDINGS REGARDING ALTERNATIVES

As required under CEQA, the Project EIR analyzed a reasonable range of alternatives to the Project and evaluated the environmental impacts and feasibility of each alternative, as well as the ability of the alternatives to meet Project objectives. The Project objectives are listed in Chapter 2 (Project Description) of the Draft EIR; the potentially significant environmental effects of the Proposed Project, including feasible mitigation measures identified to avoid significant environmental impacts, are analyzed in Chapter 3 (Environmental Impact Analysis) and Chapter 4 (Project Variant Analysis) of the Draft EIR; the alternatives are described in detail in Chapter 6 (Alternatives Analysis) of the Draft EIR. As the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses by approximately 380,000 SF, any references below

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

in this Section to the "Proposed Project" or "Project Variant" also apply to the Parkline Master Plan Project.

Brief summaries of the alternatives are provided below.

A. Alternatives Considered and Rejected during the Scoping/Project Planning Process

The following potential alternatives to the Project Variant were identified and considered City but were ultimately not selected for further evaluation in the EIR.

- **Alternative Site Location:** Any sites outside of the City, to the extent they exist and are available, would not satisfy most of the basic Project objectives, including objectives related to redevelopment of SRI's aging R&D campus into a financially viable residential and commercial mixed-use neighborhood. SRI International has owned and operated the Project Site since the 1940s as an R&D campus. Therefore, relocating the Project Variant outside of the City would essentially be a different project rather than an alternative to the Project Variant. Other than the Project Site, there are no comparable large areas of land within the City where the Project Variant could be relocated to meet the Project's objectives. If the Project Sponsor were to secure control over a similar large site within the greater Bay Area but outside the City's boundaries, development of that site would not meet multiple objectives that have been specifically designed to benefit the City and its residents concerning long-term development and use of this particular site within the City of Menlo Park. In addition, because the amount of development would remain the same, many other impacts under this alternative would be similar to those of the Project Variant. Accordingly, an alternative site would result in similar environmental impacts overall and would not substantially lessen or avoid significant and unavoidable environmental effects. Thus, an offsite alternative would be infeasible because it would not attain most of the basic Project objectives and would not substantially reduce Project impacts. Therefore, because of the aforementioned issues related to site suitability, economic viability, acquisition and site control, and inconsistency with Project objectives, consideration of an alternative site for the Project Variant has been rejected from further review.
- **Preservation Alternatives:** Three preservation alternatives were selected for evaluation in the EIR, as discussed in further detail, below. However, several other alternatives related to preservation were considered but ultimately rejected. These include: Relocating Buildings 100, A, and/or E; Retaining Buildings A and E; Converting Building E to Residential Use; and Constructing an Addition to Building A to Accommodate New Office/R&D Space. Because these alternative would not reduce potential impacts on historic resources more than the preservation alternatives studied in the Draft EIR, would not provide any additional benefit to meeting the Project Sponsor's objectives, and these alternatives were rejected from further consideration.
- **Residential Only Alternative:** A Residential Only Alternative would consist of development of residential uses only on the Project Site, while retaining Buildings P, S and T. Assuming the maximum density permitted by the C-1 zoning for the Project Site (30 dwelling units per acre), the Residential Only Alternative would result in approximately 1,896 multifamily residential units. This alternative would be consistent with the Project Variant's objective of increasing the City's housing supply by providing new housing units with a mix of types and sizes. However, this alternative would be inconsistent with the historical and intended future uses for the SRI property. With respect to potential impacts, this alternative would not eliminate all of the significant construction- and operation-related impacts associated with the Project Variant because the Project Site would still be

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

redeveloped. In addition, the Residential Only Alternative would not satisfy most of the basic Project objectives, including, but not limited to, redeveloping an aging R&D campus into a financially viable mixed-use neighborhood, constructing new state-of-the-art commercial buildings with flexible floor plates, orienting new office/R&D uses in a configuration that leverages operational efficiencies, and bolstering the City's reputation as a hub for technological advancement and innovation and recognizes SRI International's contributions to society and the growth of Silicon Valley. For these reasons, the Residential Only Alternative is not feasible and has been rejected from further evaluation in the EIR.

- **Increased Housing Alternative:** The Increased Housing Alternative would examine a scenario in which the maximum number of workers allowed under SRI's existing CDP and the number of housing units provided would result in a 1:1 jobs/housing ratio. Therefore, this alternative would result in approximately 1,769 new multifamily units. This number of units under this alternative would be inconsistent with many of the Project Variant's objectives. The site plan would need to be re-evaluated to accommodate a substantial increase in the number of units compared with the Project Variant due to a number of constraints, including, but not limited to, restrictions on height to ensure that SRI International's existing satellite transmission equipment could continue to function; the retention of Buildings P, S, and T; and the Project Site's proximity to existing single-family neighborhoods. The resulting site plan could adversely affect the viability of the commercial component, which is oriented around open space and other amenities to create a modern office/R&D campus that attracts leading companies, bolsters the City's reputation as a hub for technological advancement and innovation, and recognizes SRI International's contributions to society. Without a viable commercial component, the Project Variant would not be feasible.
- **Reduced Parking Alternative:** The Reduced Parking Alternative would have fewer parking spaces than the Project Variant. The Project Site's proximity to the Menlo Park Caltrain station and the Project Variant's Transportation Demand Management (TDM) plan are expected to reduce trips and therefore lower parking demands. The Project Variant is designed to leverage the Project Site's location to reduce trips by siting commercial and residential uses near existing transit corridors and public transportation facilities to create a transit-oriented development, consistent with that objective. A Reduced Parking Alternative is not expected to reduce any significant impacts of the Project Variant. Significant impacts related to vehicle miles traveled (VMT) include the VMT impact itself as well as any significant air quality or greenhouse gas (GHG) emissions impact that is tied to VMT. As discussed throughout the EIR, VMT-related impacts would be less than significant. Further, this alternative would affect the Project Variant's viability. According to the Project Sponsor, the Project Variant provides the minimum amount of parking required for the office/R&D buildings to be marketable to tenants. Any reductions in office/R&D parking could potentially impair the ability to obtain financing if prospective lenders/investors believe the number of spaces is insufficient to attract tenants. The Reduced Parking Alternative is not feasible and has therefore been rejected from further evaluation in the EIR.
- **Reduced Construction Alternative:** This alternative would impose a 200-foot buffer where no construction would be permitted within 200 feet of the perimeter of the entire site, which would prevent several existing buildings from being demolished, prevent construction of the loop road within the Project Site, and substantially reduce the redevelopment potential for the site. Overall, the Reduced Construction Alternative would be financially infeasible, given that it would impede development of the necessary square

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

footage for state-of-the-art commercial facilities, which are intended to attract office/R&D tenants, and also greatly reduce the residential component, which is a critical objective and component in the current macroeconomic market. Therefore, a Reduced Construction Alternative to reduce the significant and unavoidable noise impacts during construction to a level of less than significant would be infeasible and has been rejected from further evaluation in the EIR.

FINDING: The City hereby finds the above alternatives eliminated from further consideration in the EIR are infeasible, would not meet most of the Project Variant objectives, or would not reduce or avoid any of the significant effects of the Project Variant, for the reasons detailed in Section 6.6 of the Draft EIR. Furthermore, the City finds that some of the rejected alternatives would not be consistent with specific City General Plan goals, policies, or programs for which the Project Variant would be consistent. The City finds that any of these grounds are independently adequate to support rejection of these alternatives. (CEQA Guidelines Section 15091(a)(3).)

FACTS IN SUPPORT OF FINDING: See above for the facts that support the finding for each alternative considered but rejected from further consideration.

B. Alternatives Selected for Analysis

Section 15126.6(a) of the CEQA Guidelines requires the discussion of "a reasonable range of alternatives to a project, or the location of a project, which would feasibly attain most of the basic objectives of the proposed project but would avoid or substantially lessen any of the significant effects of the proposed project and evaluate the comparative merits of the alternatives." The EIR identified and considered the following reasonable range of feasible alternatives to the Project Variant that would be capable, to varying degrees, of reducing identified impacts:

- No-Project Alternative.
- Project Preservation Alternative 1 (Retain Building 100 and Chapel).
- Project Preservation Alternative 2 (Retain Buildings 100, A, and E and Chapel)
- Project Preservation Alternative 3 (Retain Buildings 100, A, E, and B and Chapel)

These alternatives were evaluated for their ability to avoid or substantially lessen the impacts of the Project Variant identified in the Draft EIR as well as their ability to meet most of the basic project objectives. The alternatives analysis included analysis of a no-project alternative and identified the environmentally superior alternative.

Brief summaries of each alternative are provided below. The findings in this section are based on the EIR, the discussion and analysis of which is hereby incorporated in full by this reference. The reasons stated in the EIR for rejecting certain alternatives likewise are hereby adopted and incorporated herein by reference. Each individual reason constitutes a separate and independent basis to reject the alternative and, when the reasons are viewed collectively, provide an overall basis for rejecting the alternative.

Pursuant to Public Resources Code Section 21081(a)(3) and CEQA Guidelines Section 15091(a)(3), the City makes the following findings regarding alternatives:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

1. No Project Alternative

The No-Project Alternative would continue the existing uses on SRI International's research campus, which consists of 38 buildings with approximately 1.38 million sf of mostly R&D space and areas for supporting uses. The cogeneration plant, a 6-megawatt natural gas facility that currently generates power for the Project Site, would remain. Under the No-Project Alternative, 3,308 employees could work in the existing buildings on the SRI campus, which is the maximum number of employees allowed under the current Conditional Development Permit (CDP). No new construction would occur, and no housing would be provided at the Project Site. The No-Project Alternative would include renovations and tenant improvements to the existing buildings, as needed, to ensure modern seismic safety features meet all standards set forth by the California Building Standards Code, address hazards, remediate known hazardous materials, etc.

FINDING: The City hereby finds the No Project Alternative is infeasible for specific economic, legal, social, technological, or other considerations because it fails to satisfy the Project Variant's underlying purpose as well as most of the Project objectives. The No Project Alternative would also increase certain impacts related to energy use, greenhouse gas emissions, and other areas due to the age of the campus and overall lack of modern sustainability measures. The City Council finds that any of these grounds set forth below are independently adequate to support rejection of this alternative. (CEQA Guidelines Section 15091(a)(3).)

FACTS IN SUPPORT OF FINDING: Compared to the Project Variant, the No-Project Alternative would generally result in fewer environmental impacts, but would also result in greater environmental impacts in certain areas. As discussed in the EIR, no trip reduction requirements would be implemented as part of the No-Project Alternative, which would therefore result in new significant and unavoidable increased VMT impacts compared to the Project Variant due to higher VMT per capita. In addition, because the No-Project Alternative would result in continued operation of the onsite natural gas cogeneration plant, this could lead to increased GHG emissions and inefficient energy use compared to operations under the Project Variant. Furthermore, sustainability and transportation demand features would not be implemented as part of the No-Project Alternative, and any sustainability requirements that apply to new buildings would not be implemented. Therefore, compared to the Project Variant, the No-Project Alternative would not be as efficient or as sustainable. As a result, the No-Project Alternative would contribute to significant and unavoidable GHG and energy impacts compared to the Project Variant.

2. Preservation Alternative 1 (Retain Building 100 and Chapel)

Variant Preservation Alternative 1 would retain Building 100 and the buildings at the First Church of Christ, Scientist property at 201 Ravenswood Avenue (Chapel) in their entirety. Building 100 would continue to be used as office space with necessary upgrades. A future use of the Chapel would need to be determined, but options might include use as a community amenity space or leasable tenant space. The same emergency water reservoir, circulation configuration, and open space as proposed under the Project Variant would be included under Variant Preservation Alternative 1, but with some reduction in the amount of available open space. To accommodate the retention of the Chapel in Variant Preservation Alternative 1, the footprint of the 100 percent affordable housing building (R3) would be reduced, resulting in a loss of 90 affordable residential units compared to the Project Variant. In total, Variant Preservation Alternative 1 would include 710 units (compared to 800 units under the Project Variant), resulting in approximately 1,683 onsite residents (compared to 1,896 residents under the Project Variant).

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

FINDING: The City hereby finds Preservation Alternative 1 is infeasible for specific economic, legal, social, technological, or other considerations, including because it fails to meet the Project objectives to the same extent as under the Project Variant and it would result in fewer housing units, particularly affordable housing units, and less open space, than the Project Variant. The City was allocated 2,946 units in the 6th Housing Element cycle (2023–2031) and has permitted 1,051 units through December 2024. Thus, the reduced housing units under this alternative would result in fewer units towards the City's Regional Housing Needs Allocation (RHNA) compliance than the Project Variant. The City finds that any of these grounds set forth below are independently adequate to support rejection of this alternative. (CEQA Guidelines Section 15091(a)(3).)

FACTS IN SUPPORT OF FINDING: Variant Preservation Alternative 1 would substantively meet 15 of 17 of the Project Sponsor objectives. Variant Preservation Alternative 1 would partially meet the objective related to the stated goal of providing "up to approximately 100 units of affordable or special needs housing" on a dedicated portion of the site because this alternative would include only 64 affordable units, 36 units fewer than stated goal, and would result in fewer residential units and less open space as compared to the Project Variant. Furthermore, the alternative falls short of the upper thresholds of the residential capacity for all residential unit types that are intended in the Project Variant. Variant Preservation Alternative 1 would partially meet the objective of replacing "existing obsolete and unsustainable commercial buildings" as 34 of the buildings would be replaced and the size of retained Building 100 would not displace a substantial amount of the new commercial square footage. In addition, Preservation Alternative 1 would not lessen the impacts of the Project Variant to a level of less than significant. All impacts that would be significant and unavoidable under the Project Variant would continue to be significant and unavoidable under Preservation Alternative 1. Although impacts associated with construction (such as construction noise and construction air quality emissions) would be slightly less under Preservation Alternative 1, the impact levels would remain the same (less than significant with mitigation or significant and unavoidable). Impacts on historic resources would also be significant and unavoidable under all build preservation alternatives but to a lesser extent than under the Project Variant. Preservation Alternative 1 would retain more contributing individually eligible buildings and landscape features than the Project Variant; however, the alternative would still pose a significant and unavoidable impact on the eligible historic district because they would cause the SRI Campus to no longer be eligible for the CRHR, even with implementation of mitigation measures.

3. Preservation Alternative 2 (Retain Buildings 100, A, and E, and Chapel)

Variant Preservation Alternative 2 would retain Buildings 100, A and E, and the Chapel in full. Building 100 would continue to be used as office space, with necessary upgrades. A future use of the Chapel would be determined, but options might include use as a community amenity space or leasable tenant space. The buildings to be retained would be renovated as described above for the Project Preservation Alternative 2. Because Buildings 100, A and E, and the Chapel would be retained, less ground-disturbance and fewer construction activities would occur. The same emergency water reservoir as proposed under the Project would be constructed with the same maximum depth of excavation and the same related improvements. However, to accommodate the retention of the Chapel in Variant Preservation Alternative 2, the footprint of the 100 percent affordable housing building (R3) would be reduced, resulting in a loss of 90 affordable residential units compared to the Project Variant. To accommodate the retained Building E, the footprint of Building R1 would have to be significantly reduced as well, resulting in a loss of 200 units from the market-rate residential building. In total, Variant Preservation Alternative 2 would include 510 units (compared to 800 units under the Project Variant), resulting in approximately 1,209 onsite residents (compared to 1,896 residents under the Project Variant). Because the same amount of office/R&D

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

space would be provided under Variant Preservation Alternative 2 as the Project Variant, roughly the same number of net new employees would work at the Project Site (3,856 employees). Variant Preservation Alterative 2 would also result in a slight decrease in the total open space area.

FINDING: The City hereby finds Preservation Alternative 1 is infeasible for specific economic, legal, social, technological, or other considerations, including because it fails to meet the Project objectives to the same extent as under the Project Variant and it would result in fewer housing units, particularly affordable housing units, and less open space, than the Project Variant. The City was allocated 2,946 units in the 6th Housing Element cycle (2023–2031) and has permitted 1,051 units through December 2024. Thus, the reduced housing units under this alternative would result in fewer units towards the City's Regional Housing Needs Allocation (RHNA) compliance than the Project Variant. The City finds that any of these grounds set forth below are independently adequate to support rejection of this alternative. (CEQA Guidelines Section 15091(a)(3).)

FACTS IN SUPPORT OF FINDING: Variant Preservation Alternative 2 would not meet the Project Sponsor's objective related to housing and would result in substantially fewer residential units than under the Project Variant. Under the Variant Preservation Alternative 2, the total residential unit count would be reduced to 510 units (from 800 units). Due to issues of construction methods and cost, as well as concerns from the adjacent residential neighbors, it is not feasible to increase the density of the residential buildings along Laurel Street if Building E is retained. Therefore, the net units lost from displacement of Building R1 cannot be regained elsewhere on the Project Site. As such, under the Project Preservation Alternative 2, the Project Sponsor's objective related to housing would not be met, and it falls short of the upper thresholds of the residential capacity for all residential unit types that are intended in the Project Variant. In addition, Preservation Alternative 2 would not lessen the impacts of the Project Variant to a level of less than significant. All impacts that would be significant and unavoidable under the Project Variant would continue to be significant and unavoidable under Preservation Alternative 2. Although impacts associated with construction (such as construction noise and construction air quality emissions) would be slightly less under Preservation Alternative 2, the impact levels would remain the same (less than significant with mitigation or significant and unavoidable). Impacts on historic resources would also be significant and unavoidable under all preservation alternatives but to a lesser extent than under the Project Variant. Preservation Alternative 2 would retain more contributing individually eligible buildings and landscape features than the Project Variant; however, the alternative would still pose a significant and unavoidable impact on the eligible historic district because they would cause the SRI Campus to no longer be eligible for the CRHR, even with implementation of mitigation measures.

4. Preservation Alternative 3 (Retain Buildings 100, A, E, and B and Chapel)

The Variant Preservation Alternative 3 would retain Buildings 100, A, E, and B, and the Chapel in their entirety. Building 100 would continue to be used as office space, with necessary upgrades. A future use of the Chapel would need to be determined, but options might include use as a community amenity space or leasable tenant space. The buildings to be retained would be renovated as described above for the Project Preservation Alternative 3. Because Buildings 100, A E, B, and the Chapel would be retained, less ground-disturbance and fewer construction activities would occur. The same emergency water reservoir as proposed under the Project Variant would be constructed with the same maximum depth of excavation and the same related improvements. To accommodate the retention of the Chapel in Variant Preservation Alternative 3, the footprint of the 100 percent affordable housing building (R3) would be reduced, resulting in a loss of 90 affordable residential units compared to the Project Variant. To accommodate

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

the retained Building E, the footprint of Building R1 would have to be significantly reduced, resulting in a loss of 200 units from the market-rate residential building. In total, Variant Preservation Alternative 3 would include 510 units (compared to 800 units under the Project Variant), resulting in approximately 1,209 onsite residents (compared to 1,896 residents under the Project Variant). Because the same amount of office/R&D space would be provided under Variant Preservation Alternative 3 as the Project Variant, roughly the same number of employees would work at the Project Site (3,856 employees).

FINDING: The City hereby finds Preservation Alternative 3 is infeasible for specific economic, legal, social, technological, or other considerations, including because it fails to meet the Project objectives to the same extent as under the Project Variant and would result in substantially fewer residential units, particularly affordable housing units. The City was allocated 2,946 units in the 6th Housing Element cycle (2023–2031) and has permitted 1,051 units through December 2024. Thus, the reduced housing units under this alternative would result in fewer units towards the City's Regional Housing Needs Allocation (RHNA) compliance than the Project Variant. The City finds that any of these grounds set forth below are independently adequate to support rejection of this alternative. (CEQA Guidelines Section 15091(a)(3).)

FACTS IN SUPPORT OF FINDING: Variant Preservation Alternative 3 would not fully meet the Project Sponsor's objective related to housing and would result in substantially fewer residential units, particularly the affordable housing units, than under the Project Variant. Variant Preservation Alternative 3 would not fully meet the Project Sponsor's objective related to housing because the alternative would result in a total residential unit count that would be reduced to 510 units (from 800 units under the Project Variant). Also, the number of market rate residential units developed on site would be reduced to 446 units, which is over 200 units less than the Project Sponsor's minimum objective for delivery of new residential units. Due to issues of construction methods and cost as well as concerns from the adjacent residential neighbors, it is not feasible to increase the density of the residential buildings along Laurel Street if Building E is retained. In addition, Preservation Alternative 3 would not lessen the impacts of the Project Variant to a level of less than significant. All impacts that would be significant and unavoidable under the Project Variant would continue to be significant and unavoidable under Preservation Alternative 3. Although impacts associated with construction (such as construction noise and construction air quality emissions) would be slightly less under Preservation Alternative 3, the impact levels would remain the same (less than significant with mitigation or significant and unavoidable). Impacts on historic resources would also be significant and unavoidable under all build preservation alternatives but to a lesser extent than under the Project Variant. Preservation Alternative 3 would retain more contributing individually eligible buildings and landscape features than the Project Variant; however, the alternative would still pose a significant and unavoidable impact on the eligible historic district because they would cause the SRI Campus to no longer be eligible for the CRHR, even with implementation of mitigation measures.

C. Environmentally Superior Alternative

In addition to the discussion and comparison of impacts of the Project Variant and the alternatives, Section 15126.6 of the CEQA Guidelines requires that an "environmentally superior" alternative be selected and the reasons for such a selection be disclosed. In general, the environmentally superior alternative is the alternative that would be expected to generate the least amount of significant impacts. Identification of the environmentally superior alternative is an informational procedure, and the alternative selected may not be the alternative that best meets the Project Objectives.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Each alternative is compared to the Project Variant in the EIR and discussed in terms of its adverse effects on the environment. Analysis of the alternatives focuses on those topics for which significant adverse impacts would result from the Project Variant. Preservation Alternatives 2 and 3 for the Project Variant would retain all four individually eligible resources. Therefore, these alternatives would result in a less-than-significant impact on individually eligible historic resources, compared to the significant and unavoidable impacts under the Project Variant. Preservation Alternative 3 would result in slightly less construction than Preservation Alternative 2, slightly fewer construction-related impacts would occur under Preservation Alternative 3. For these reasons, Preservation Alternative 3 would be the environmentally superior alternative for the Project Variant.

VIII. STATEMENT OF OVERRIDING CONSIDERATIONS

As set forth above, the City has found that the Parkline Master Plan Project will result in project and cumulative significant adverse environmental impacts related to construction noise, construction vibration, and historical resources that cannot be avoided following adoption, incorporation into the Project Variant, and implementation of all feasible mitigation measures described in the EIR. In addition, there are no feasible project alternatives that would mitigate or avoid all of the Parkline Master Plan Project's significant environmental impacts.

Section 15093(b) of the CEQA Guidelines provides that when the decision of the public agency results in the occurrence of significant impacts that are not avoided or substantially lessened, the agency must state in writing the reasons to support its actions. See also Public Resources Code Section 21081(b). CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable." (CEQA Guidelines Section 15093.)

As described in the accompanying staff report and attachments thereto, a fiscal impact analysis (FIA) was prepared that analyzes two potential build out scenarios for both the Proposed Project and Project Variant evaluated in the Final EIR, one where 100% of the office/R&D buildings are used for office and one where 100% are used for R&D. A supplemental memo to the FIA was prepared to analyze the impacts of modifying the Project Variant to limit non-residential square footage to 1 million square feet as contemplated by the proposed Parkline Master Plan Project, which found the Parkline Master Plan Project would have a negative net fiscal impact on the City of Menlo Park's annual general fund operating budget for the 100% office scenario and a positive new fiscal impact the for 100% R&D scenario. Further, both the Project Variant and the Parkline Master Plan Project would generate a net positive fiscal impact for the Menlo Park Fire Protection District, Sequoia Union High School District, and the Menlo Park City Elementary School District, for both 100% office and 100% R&D scenarios.

Having adopted all feasible mitigation measures, disclosed all significant and unavoidable impacts, and balanced the economic, legal, social, technological or other benefits of the Parkline Master Plan Project, including region-wide or statewide environmental benefits, against its significant and unavoidable environmental impacts, the City finds that the Parkline Master Plan Project's benefits outweigh and override its unavoidable adverse environmental effects, and that the adverse environmental effects are therefore acceptable, for the reasons set forth below

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

The following section identifies the reasons why, in the City's judgment, specific benefits of the Parkline Master Plan Project outweigh the significant and unavoidable effects. The City finds that each of the Project Variant's benefits discussed below is a separate and independent overriding consideration warranting approval of the Parkline Master Plan Project, independent of the other benefits, despite each and every unavoidable impact. The reasons set forth below are based on the EIR and information contained in the administrative record for the Parkline Master Plan Project.

Economic Benefits

1. The Parkline Master Plan Project would replace obsolete and unsustainable commercial buildings with new state-of-the-art, highly sustainable commercial buildings with flexible floor plates that can accommodate a variety of office and/or R&D tenants.
2. The Parkline Master Plan Project development agreement includes:
    a. a Payment In Lieu of Taxes Agreement (PILOT Agreement) that would ensure, with limited exceptions, that the City would receive full property tax revenue from the Project if owned or occupied by tax exempt entities;
    b. a sales tax point of sale designation in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool;
    c. payment to the City of:
        i. $2,000,000 for transportation related improvements located within a ½ mile perimeter of the Project Site;
        ii. $4,700,000 for planning, design, and construction of the park and recreational improvements on the approximately 2.65 acre site dedicated to the City; and once constructed, $70,000 annually (adjusted by CPI) for maintenance and repair of the public park;
    d. design, construction, and dedication of an easement to the City for a new public restroom within walking distance of the new public park and ongoing maintenance thereof by the Project Sponsor; and
    e. creation of shuttle service between the Project Site and the Menlo Park Caltrain station or annual payments to the City of $50,000 (adjusted by CPI) towards the cost of City shuttle service that serve the Project Site.
3. The Parkline Master Plan Project would generate a net positive fiscal impact for the Menlo Park Fire Protection District, Sequoia Union High School District, and the Menlo Park City Elementary School District.

Environmental Benefits

1. The Parkline Master Plan Project would create a comprehensive redevelopment with a mixed-use project consisting of primarily residential and office/R&D uses, with small retail and restaurant components that facilitates efforts to reduce vehicle miles traveled by siting commercial and residential uses near existing transit corridors and public transportation facilities, and promoting alternatives to automobile transit through implementation of transportation demand management (TDM) plan, new bicycle/pedestrian access, and ease of movement between buildings. The Parkline Master Plan Project would also reduce VMT,

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

air quality impacts, and greenhouse gas emissions through the implementation of a TDM plan.

2. The Parkline Master Plan Project would support local and regional efforts to reduce greenhouse gas emissions, respond to climate change, and promote energy and water efficiency and resource conservation by incorporating sustainable design features and resource conservation measures that align with the City's goals including: all electric buildings, with limited exceptions, dual plumbing in all buildings for future connection to recycled water, onsite solar photovoltaics, EV electrical infrastructure, Variable Refrigerant Flow– (VRF-) based space conditioning for residential units and energy efficient HVAC systems with heat recovery, achieving a range of LEED certification or equivalent standards, implementing waste management strategies, and bird-friendly design.
3. The Parkline Master Plan Project would decommission the existing onsite cogeneration plant to achieve significant reductions in greenhouse gas emissions within the City and region.
4. The Parkline Master Plan Project would facilitate the City's desire to implement an emergency water supply and storage project on the Project Site, as feasible, to increase Menlo Park's resilience in the event of an emergency.
5. The Parkline Master Plan Project development agreement includes a commitment for the Project to utilize non-diesel backup generators, if and when a reliable technology becomes available.
6. The Parkline Master Plan Project would incorporate recycled water infrastructure throughout the Project Site with future off-site connections to enable the future use of recycled water within the Project Site and the surrounding area.

Social Benefits

1. The Parkline Master Plan Project would redevelop an aging R&D campus into a financially viable residential and commercial mixed-use neighborhood that cohesively balances office/R&D uses, multifamily residential uses, open space, and community-serving uses, with no increase in office/R&D square footage compared to existing conditions.
2. The Parkline Master Plan Project would increase the City's housing supply and progress toward its state-mandated housing goals by providing up to 800 new housing units with a mix of types and sizes, including approximately 97 affordable units for low-income households (or a mix of extremely low, very low, low, and moderate income levels that are equivalent to providing all of the affordable units at the low-income level), consistent with the City's Below Market Rate Housing Program, and 154 units of affordable or special-needs housing to be developed by a third-party affordable housing developer on a site to be dedicated by the Project Sponsor, for a total of 251 BMR units or an affordability percentage of approximately 31 percent.
3. The Parkline Master Plan Project would allow SRI International to continue their on-going uses onsite, while allowing redevelopment of the site with a mix of uses consisting of primarily residential and office/R&D, with small restaurant and potential retail uses.
4. Currently, the project site is a secure campus with no public access, however, the Parkline Master Plan Project would provide site connections with the existing neighborhoods through bicycle and pedestrian pathways and publicly accessible open space throughout the site.
5. The Parkline Master Plan Project would improve bicycle and pedestrian connectivity and safety within and between the site and adjacent neighborhoods to promote an active public realm and establish interconnected neighborhoods.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

6. The Parkline Master Plan Project would create separation between the residential uses along Laurel Street and the office/R&D uses by providing independent vehicular access, circulation, and parking/loading areas. However, in order to avoid cut through traffic into the nearby residential neighborhoods, access to the office/R&D uses would be provided through driveways along Ravenswood Avenue offsetting from the residential streets to the north (e.g., Pine Street, Marcussen Drive) and without creating a connection between the office/R&D uses and Laurel Street.
7. The Parkline Master Plan Project would provide approximately 29 acres of open space throughout the Project Site, including a large central commons area, dog park, parklet and additional private open spaces, to create a vibrant park-like setting that emphasizes the preservation of heritage trees where feasible, encourages passive and active recreational activities and promotes health and wellness for residents, tenants, and visitors.
8. The Parkline Master Plan Project would use advances in architectural, landscape design, and site planning practices to create distinctive and viable residential and commercial areas within the Project Site that complement the adjacent neighborhoods.
9. The Parkline Master Plan Project would incorporate complementary community recreational and limited retail/restaurant uses that encourage an active and healthy lifestyle for residents, tenants, and visitors.
10. The Parkline Master Plan Project development agreement includes a commitment to utilize union labor for construction of the non-residential buildings and encourage union labor for the construction of the residential buildings.
11. The Parkline Master Plan Project would bolster the City's reputation as a hub for technological advancement and innovation and recognize SRI International's contributions to society and the growth of Silicon Valley.

When compared to the alternatives analyzed in the EIR (including the No Project Alternative), the Parkline Master Plan Project provides the best available balance between maximizing attainment of the project objectives and minimizing significant environmental impacts.

After balancing the specific economic, legal, social, technological, and other benefits of the Parkline Master Plan Project, and considering the alternatives evaluated in the EIR, and other evidence in the administrative record, City Council has determined that the unavoidable, adverse environmental impacts identified may be considered acceptable due to the specific considerations listed above which offset the unavoidable, adverse environmental impact that will be caused by implementation of the Project Variant.

Recognizing that significant and unavoidable impacts will result from implementation of the Parkline Master Plan Project, the City adopts and makes this Statement of Overriding Considerations. Having adopted all feasible mitigation measures and recognizing the Parkline Master Plan Project's significant and unavoidable impacts, the City hereby finds that each of the separate benefits of the Parkline Master Plan Project, as stated herein, is determined to be by itself an overriding consideration, independent of other benefits, that warrants approval of the Parkline Master Plan Project and outweighs and overrides its unavoidable significant effect, and thereby justifies the approval of the Parkline Master Plan Project.

IX. ADOPTION OF THE MMRP

The City Council hereby adopts the MMRP attached hereto as Exhibit 1 and incorporated herein by this reference.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

X. 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, _____, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at the meeting by said Council on the _____ day of _____, 2025, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this _____ day of _____, 2025.

_____

_____

City Clerk

Exhibits:

Exhibit No. 1 to Exhibit A – Mitigation Monitoring and Reporting Program (Staff Report Attachment O)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Mitigation Monitoring and Reporting Program

Introduction

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). If it is determined that a particular piece of equipment will not meet the requirements of this mitigation measure, that equipment shall not be used outside normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). The plan shall be approved by the city prior to the issuance of building permits to confirm the precise noise minimization strategies that will be implemented and document the strategies that will be employed to the extent feasible and practical. The measures to reduce noise from construction activity may include, but are not limited to, the following: • Require all construction equipment to be equipped with mufflers and sound control devices (e.g., intake silencers, ducts, engine enclosures, acoustically attenuating shields, noise shrouds) that are in good condition (i.e., at least as effective as those originally provided by the manufacturer) and appropriate for the equipment. • Maintain all construction equipment to minimize noise emissions. • Locate construction equipment as far as feasible from adjacent or nearby noise-sensitive receptors. • Stockpiling locations shall be as far as feasible from adjacent or nearby noise-sensitive receptors. • Require all stationary equipment to be located so as to maintain the greatest possible distance from nearby existing buildings, where feasible and practical.				

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• Require stationary noise sources associated with construction (e.g., generators and compressors) in proximity to noise-sensitive land uses to be muffled and/or enclosed within temporary enclosures and shielded by barriers, to the extent feasible and practical. • Install noise-reducing sound walls or fencing (e.g., temporary fencing with sound blankets) around noise-generating equipment, to the extent feasible and practical, where no perimeter wall is provided. See also Mitigation Measure NOI-1.2. • Prohibit the idling of inactive construction equipment for prolonged periods (i.e., more than 2 minutes) during early-morning hours. • Provide advance notification by mailing/delivering notices to surrounding land uses regarding the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period. • Provide the name and telephone number of an onsite construction liaison through onsite signage and the notices mailed/delivered to surrounding land uses. If construction noise is found to be intrusive to the community (i.e., if complaints are received), the construction liaison shall take reasonable efforts to investigate the source of the noise and require that reasonable measures be implemented to correct the problem. • Use electric motors rather than gasoline- or diesel-powered engines to avoid noise associated with compressed air exhaust from pneumatically powered tools, to the extent				

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
feasible and practical (as determined by the city). Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust could be used; this muffler can lower noise levels from the exhaust by about 10 dB. External jackets on the tools themselves could be used, which could achieve a reduction of 5 dB. • Limit the use of public address systems. • Limit construction traffic to the haul routes established by the city. The Project Sponsor and/or the contractor(s) shall obtain a permit to complete work outside the normal daytime construction hours outlined in the Menlo Park Municipal Code (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday); this may be incorporated into the conditional development permit for the Project Variant. Furthermore, the plan shall require verification that construction activities will be conducted at adequate distances or otherwise shielded with sound barriers, as determined through analysis, from noise-sensitive receptors when occurring outside normal daytime construction hours; compliance with the Menlo Park Municipal Code will be verified through measurement.				
Mitigation Measure NOI-1.2 Install Sound Barrier. Prior to issuance of the first construction permit, a permanent or temporary noise barrier shall be erected along the property line immediately south of the townhomes. The temporary barrier shall not be removed until the barrier is no longer needed to reduce noise from construction activities and comply with the thresholds identified in this EIR. The barrier shall start at Laurel Street, then continue perpendicularly to Laurel Street along the property	Install noise barriers along the property line immediately south of the townhomes	Prior to issuance of construction permit and ongoing during construction	Project Sponsor/ construction contractor(s) and sub-contractor(s)	CDD

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: Cumulative Construction Noise. Cumulative development would result in a significant environmental impact related to construction noise; the Project Variant would be a cumulatively considerable contributor to a significant environmental impact. (Impact C-NOI-1)				
Implement Mitigation Measure NOI-1.1 and Mitigation Measure NOI-1.2, above.	See above	See above	See above	See above
Cultural and Tribal Resources				
IMPACT BEING ADDRESSED: Historical Resources. The Project Variant would cause a substantial adverse change in the significance of historical resources, pursuant to Section 15064.5. (Impact CR-1)				
Mitigation Measure CR-1.1: Documentation. Prior to issuance of any demolition, grading, or construction permits for the site, the Project Sponsor shall undertake documentation of all contributing buildings and landscape elements of the SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). The documentation shall be funded by the Project Sponsor and undertaken by a qualified professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture (Code of Federal Regulations, Title 36, Part 61, Appendix A). Documentation shall be submitted to the Menlo Park Planning Division, or a qualified historic consultant, for review prior to issuance of demolition permits. The documentation package created shall consist of the items listed below: • CR-1.1.a: Digital Photography • CR-1.1.b: Historical Report • CR-1.1.c: Site Plan and Drawings The documentation materials shall be submitted to the Northwest Information Center at Sonoma State University, the repository for the California Historical Resources Information System. The documentation shall also be offered to state,	Prepare and provide documentation of all contributing buildings and landscape elements of the SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E)	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/ project's qualified professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture	CDD

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
regional, and local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, San Mateo County History Museum, Computer History Museum, and SRI International. Materials will be provided in archival digital and/or hard-copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research.				
CR-1.1.a: Digital Photography. Digital photographs shall be taken of all contributing buildings and landscape elements. Photographs will capture the overall character and setting of the eligible SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). All digital photography shall be conducted according to current National Park Service standards, as specified in the National Register Photo Policy Factsheet.[75] The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required. Photograph views for the data set shall include: • At least one photograph of each contributing building, which may be the primary façade or an oblique view showing the primary façade and a secondary façade; • Photographs of all façades of the three individually eligible buildings (Buildings 100, A, and E); • Detail views of character-defining features of the three individually eligible buildings (Buildings 100, A, and E);	Take digital photographs of all contributing buildings and landscape elements.	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/ qualified professional with demonstrated experience in documentation photography	CDD/qualified historic consultant

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• Representative interior views of the three individually eligible buildings (Buildings 100, A, and E); and • Contextual views of the site and each contributing landscape element. All photographs shall be referenced on a photographic key map or site plan. The photographic key shall show the photograph number, with an arrow to indicate the direction of the view. Digital photographs shall be in an uncompressed RAW file format and saved as TIFF files. Each image shall be a minimum of 1,600 by 1,200 pixels, at 300 pixels per inch or larger, and in color. The file name for each electronic image shall correspond with the name in the index of photographs and on the photograph label. If repositories request hard copies, the photographs shall be printed on archival paper. Drone photographs of the site shall be taken and saved in a digital file format on an archival DVD, then submitted to the repositories with the photographic documentation. The use of digital photography and drone photography is encouraged in CR-1.2: Interpretive Program.				
CR-1.1.b: Historical Report. A written historical narrative and report that meets Historic American Buildings Survey (HABS) historical report guidelines shall be produced for the three individually eligible buildings. This HABS-style historical report may be based on documentation provided in the 2022 historic resource evaluation for the site and include historic photographs and drawings, if available. The HABS-style historical report shall follow an outline format, with a statement of significance and a	Prepare a written historical narrative and report for the three individually eligible buildings.	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/ professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture	CDD/qualified historic consultant

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure CR-1.3: Relocation of SRI Monument The Project Sponsor, in consultation with a qualified historian or architectural historian who meets or exceeds the Secretary of the Interior's qualifications standards, and a professional conservator shall develop and implement a relocation plan for the SRI International Monument. The receiver site shall retain the relationship between the SRI Monument and the campus setting, the landscape materials, and the immediate setting to the extent feasible. Altering the setting and placing the SRI International Monument along a prominent walkway axis is not recommended as it may negatively impact the historic character of the setting. The SRI International Monument relocation plan shall include: 1) Identification of a receiver site on the Project Site. i. Description of how the receiver site reflects the historic setting of the SRI International Monument south of Building I, on the brick median in the visitor parking lot west of Building A. ii. Specifications for the removal of the SRI International Monument from its current location, transport to the receiver site, and identification of possible secure, environmentally controlled storage location during construction of the Project Variant. The specifications shall include protective measures to ensure the monument is not damaged during removal, transport, storage, and re-installation. The specifications shall include a timeline for removal and storage that will occur following the Historic	Develop and implement a relocation plan for the SRI International Monument	The SRI Monument relocation plan shall be prepared prior to the issuance of any permits for demolition, grading, or construction. The relocation plan shall be fully implemented and/or the SRI Monument shall be installed concurrent to the completion of common public open spaces and/or pathways along Ravenswood Avenue but not later than issuance of the final certificate of occupancy	Project Sponsor/ qualified historian or architectural historian who meets or exceeds the Secretary of the Interior's qualifications standards/professional conservator	CDD (Menlo Park Planning Division)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Historical Resources Information System. The documentation shall also be offered to local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, and San Mateo County History Museum. Materials shall either be provided in archival digital and/or hard copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research. Although the documentation would use some of the guidelines and specifications developed for the Historic American Buildings Survey (HABS), the documentation package would not need to be delivered as HABS documentation to the Library of Congress. (a) Digital Photography. Digital photographs shall be taken of the Chapel at 201 Ravenswood Avenue. All digital photography shall be conducted according to current National Park Service (NPS) standards, as specified in the National Register Photo Policy Factsheet (updated May 2013). The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required. Photograph for the data set shall include: • Photographs of all façades • Detailed views of character-defining features • Representative interior views of the nave and narthex • Contextual views of the site, including the courtyards at the corners of the cross plan for the Chapel. Contextual views may include the				

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
habitat cannot be placed on the site, it shall be installed no more than 100 feet from the site (or as close to the site as feasible). The exact placement of replacement habitat shall be determined in consultation with the qualified bat biologist.				
IMPACT BEING ADDRESSED: Wildlife Movement and Native Wildlife Nursery Sites. The Project Variant could interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. (Impact BIO-2)				
Mitigation Measure BIO-2.1: Avoidance and Pre-construction Surveys for Nesting Migratory Birds. The Project Sponsor shall implement the following measures to avoid and minimize construction-period impacts on nesting birds: • **Avoidance of the Nesting Season.** To the extent feasible, the commencement of demolition and construction activities shall be scheduled to avoid the nesting season. If demolition and construction activities are scheduled to take place outside the nesting season, all potential demolition/construction impacts on nesting birds protected under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31. • **Pre-Activity/Pre-Disturbance Nesting Bird Surveys.** If it is not possible to schedule demolition and construction activities between September 1 and January 31, then pre-activity surveys for nesting birds shall be conducted by a qualified ornithologist to ensure that no nests will be disturbed during implementation of the Proposed Project. Surveys shall be conducted no more than 7 days prior to the initiation of demolition or construction activities for each	Implement avoidance measures and conduct pre-construction surveys for nesting migratory birds and	Ongoing during construction. If it is not possible to schedule demolition and construction activities between September 1 and January 31, then pre-activity surveys for nesting birds shall be conducted; surveys shall be conducted no more than 7 days prior to the initiation of demolition or construction activities for each construction phase	Project Sponsor/ construction contractor(s) and sub-contractor(s)/ qualified ornithologist	CDD

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
construction phase. During the surveys, the ornithologist shall inspect all trees and other potential nesting habitats (e.g., trees, shrubs, buildings) in and immediately adjacent to the impact areas for migratory bird nests. • **Non-Disturbance Buffers Around Active Nests.** If an active nest is found close enough to work areas to be disturbed by demolition or construction activities, a construction-free buffer zone (typically 300 feet for raptors and 100 feet for other species) will be established around the nest to ensure that no nests of species protected by the MBTA and California Fish and Game Code are disturbed during implementation of the Proposed Project. The ornithologist shall determine the extent of the buffer. • **Nesting Deterrence.** If construction activities will not be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes, trees, grasses, other vegetation) that are scheduled to be removed by the Proposed Project may be removed prior to the start of the nesting season (e.g., prior to February 1). This will preclude the initiation of nests in this vegetation and prevent any potential delay for the Proposed Project because of the presence of active nests in these substrates.				
IMPACT BEING ADDRESSED: Cumulative Biological Resources Impacts. Cumulative development could result in a significant environmental impact on biological resources; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact. (Impact C-BIO-1)				
Implement Mitigation Measure BIO-1.1 through Mitigation Measure 1.5, and Mitigation Measure BIO-2.1, above.	See above	See above	See above	See above

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure HAZ-2.3: Conduct a Hazardous Building Materials Survey. Prior to the issuance of any demolition permit, the Project Sponsor shall conduct a Hazardous Building Materials Survey in accordance with DTSC's Preliminary Endangerment Assessment (PEA) Guidance Manual. The survey shall be performed by a licensed contractor at structures that are scheduled to be demolished but have not been surveyed previously (i.e., as part of the 2021 Limited Hazardous Materials Survey). The Hazardous Building Materials Survey shall identify the presence of hazardous building materials, including asbestos-containing materials (ACMs), lead-based paint (LBP), and polychlorinated biphenyls (PCBs). Should this survey determine that hazardous building materials are present, the following actions shall be implemented by the Project Sponsor: • A health and safety plan shall be developed by a certified industrial hygienist for potential LBP, asbestos, or other hazardous building material risks present during demolition. The health and safety plan shall then be implemented by a licensed contractor. The health and safety plan shall comply with federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA) requirements. • Necessary approvals shall be acquired from the city of Menlo Park and/or county (by the licensed contractor) for specifications or commencement of abatement activities. Abatement activities shall be conducted by a licensed contractor.	Conduct a Hazardous Building Materials Survey and implement actions should the survey determine that hazardous building materials are present	Prior to the issuance of any demolition permit	Project Sponsor/ licensed contractor	CDD *If hazardous building materials are present:* CDD/County of San Mateo/ BAAQMD notification

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• The Bay Area Air Quality Management District (BAAQMD) shall be notified 10 days prior to initiating demolition at structures that contain asbestos. Section 19827.5 of the California Health and Safety Code requires local agencies not to issue demolition or alteration permits until an applicant has demonstrated compliance with the notification requirements under applicable federal regulations regarding hazardous air pollutants, including asbestos. In addition: o Asbestos shall be disposed of at a licensed disposal facility, to be identified by the licensed contractor. o The local office of Cal/OSHA shall be notified of asbestos abatement activities. o Asbestos abatement contractors shall follow state regulations contained in 8 CCR 1529 and 8 CCR 341.6 through 341.14 where asbestos-related work would involve 100 square feet or more of ACM. o Asbestos removal contractors shall be certified as such by the Contractors Licensing Board of the State of California. The owner of the property where abatement is to occur shall have a hazardous waste generator number assigned by and registered with the California Department of Health Services in Sacramento. o The contractor and hauler of hazardous building materials shall file a hazardous waste manifest, with details about hauling the material from the site and disposing of it. Pursuant to California law, the city of				

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
or the prevailing applicable requirements at the time the Project is implemented). The performance of the installed vapor mitigation systems shall be confirmed by appropriate quality assurance/quality control inspection and test methods, as certified by the design engineer, and the certification shall be provided to the appropriate regulatory agency providing oversight and city of Menlo Park as needed. Specific engineering controls may include, but shall not be limited to: • Installation of subsurface migration barriers; and/or • Inclusion of ventilated foundations for any proposed structures; and/or • The use and implementation of an alternative method or structural design to address soil gas releases and reduce the potential for hazardous conditions to occur. Appropriate engineering control systems shall be determined with concurrence, approval, and oversight from the appropriate regulatory agency providing oversight and shall be dependent on building placement and construction.				
IMPACT BEING ADDRESSED: Exposure to Schools. The Project Variant could emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school. (Impact HAZ-3)				
Implement Mitigation Measure HAZ-2.1, Mitigation Measure HAZ-2.2, and Mitigation Measure HAZ-2.3, above.	See above	See above	See above	See above
IMPACT BEING ADDRESSED: Cortese List. The Project Variant would be located on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, could create a significant hazard for the public or the environment. (Impact HAZ-4)				
Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2, above.	See above	See above	See above	See above

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING AMENDMENTS TO THE LAND USE ELEMENT AND LAND USE MAP OF THE MENLO PARK GENERAL PLAN

WHEREAS, the City of Menlo Park ("City") General Plan was adopted on November 29, 2016 ("General Plan"), and includes the City's Land Use Element and Land Use Map; and

WHEREAS, the City received an application from LPGS Menlo, LLC, a Delaware limited liability company ("Applicant") to redevelop the approximately 64.3 acre site commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site"); and

WHEREAS, Applicant proposes to demolish 35 existing buildings and a church and associated multi-use building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a mix of uses consisting of non-residential office/R&D buildings of approximately 1,000,000 square feet (SF), inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project"); and

WHEREAS, the proposed amendments to the General Plan Land Use Element are to: (1) add the Administrative, Professional and Research Special (C-1-S) Zoning District to the Commercial/Professional and Administrative Offices General Plan Land Use Designation in Table 1; (2) revise the description of "Professional and Administrative Office" to add "neighborhood-serving retail and services" as a compatible use, revise the maximum FAR for non-residential uses from 40% to 50%, and add that for large, master-planned developments involving multiple contiguous parcels, residential density and non-residential FAR may be aggregated across the project area, as identified in the applicable zoning district; and (3) update the acreage totals and percentages in Table 1 including removing 1 acre from the Residential Land Use Designation and adding it to the Commercial Land Use Designation; and

WHEREAS, the proposed amendment to the General Plan Land Use Map, Figure 5 (General Plan Land Use Designation), in the Land Use Element, is to change the Land Use Designation for the parcel at 201 Ravenswood Ave. (APN 062-390-050) from Residential to Commercial; and

WHEREAS, the proposed amendments to the General Plan Land Use Element and Land Use Map are consistent with the General Plan goals, policies, and programs, as demonstrated in the General Plan Consistency Table attached hereto as Exhibit 1 and incorporated herein by reference; and

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

WHEREAS, the City Council finds that the Project, inclusive of the amendments to the General Plan Land Use Element and Land Use Map, are within the scope of the EIR; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on August 25, 2025, to review and consider the Project, including the proposed amendments to the General Plan Land Use Element and Land Use Map, 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 adopt a resolution and approve the amendments to the General Plan Land Use Element and Land Use Map; 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 _____, 2025, to review and consider the Project, including the proposed amendments to the General Plan Land Use Element and Land Use Map, whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council of the City of Menlo Park fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, including the recommendation of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Menlo Park hereby approves the amendments to the General Plan Land Use Element, as set forth in and attached hereto as Exhibit 2, and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the City Council of the City of Menlo Park hereby approves the amendment to the General Plan Land Use Map, as set forth in and attached hereto as Exhibit 3, and incorporated herein by this reference

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the ____ day of _____, 2025, 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 _____, 2025.

_____
Judi A. Herren, City Clerk

Exhibits:

Exhibit 1 to Exhibit B - General Plan Consistency Table (Staff Report Attachment B)
Exhibit 2 to Exhibit B - Amendments to the General Plan Land Use Element (Staff Report Attachment H)
Exhibit 3 to Exhibit B - Amendment to the General Plan Land Use Map (Staff Report Attachment I)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Policy	Summary	Consistency Analysis
Policy LU 2.1 Neighborhood Compatibility	Ensure that new residential development possesses high-quality design that is compatible with the scale, look, and feel of the surrounding neighborhood and that respects the City's residential character.	• The project would adhere to extensive design standards outlined in the CDP and developed for the project
Policy LU 2.2 Open Space	Require accessible, attractive open space that is well maintained and uses sustainable practices and materials in all new multiple dwelling and mixed-use development.	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including a public park to be dedicated to the City) that would include areas for active and passive uses such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park. Programming for the public park would be developed through an outreach process
Policy LU 2.5 Below Market Rate Housing	Require residential developments of five or more units to comply with the provisions of the City's Below-Market Rate (BMR) Housing Program, including eligibility for increased density above the number of market rate dwellings otherwise permitted by the applicable zoning and other exceptions and incentives	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy LU 2.6 Underground Utilities	Require all electric and communications lines serving new development to be placed underground	• Electric and communication lines would be placed underground
Policy LU 2.9 Compatible Uses	Promote residential uses in mixed-use arrangements and the clustering of compatible uses such as employment centers, shopping areas, open space and parks, within easy walking and bicycling distance of each other and transit stops.	• The project would include a mix of uses (office/R&D and residential, with some retail/restaurant components) and is located in close proximity to downtown Menlo Park employment centers • The project would include 12 acres of publicly accessible open space and increase bicycle and pedestrian connections
Policy LU 4.4 Community Amenities	Require proposed development projects of a certain minimum scale to support and contribute to programs that benefit the community and the City, including education, transit, transportation, infrastructure, sustainability, neighborhood-serving amenities, child care, housing, job training, and meaningful employment for Menlo Park youth and adults	• The proposed project includes a development agreement which includes community benefits such as dedication of a public park, dedication of a parcel to an affordable housing developer for a 100% affordable building, publicly accessible event space and sustainability and transportation benefits, among others
Policy LU 4.7	Evaluate proposed development of a certain minimum scale for its potential	• The City prepared a fiscal impact analysis and supplemental memo to

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Fiscal Impacts	fiscal impacts on the City and community	disclose the fiscal impacts of the proposed project on the City and special districts
Policy LU 6.2 Open Space in New Development	Require new nonresidential, mixed use, and multiple dwelling development of a certain minimum scale to provide ample open space in form of plazas, greens, community gardens, and parks whose frequent use is encouraged through thoughtful placement and design	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including the public park to be dedicated to the City) that would include areas such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park
Policy LU 6.4 Park and Recreational Land Dedication	Require new residential development to dedicate land, or pay fees in lieu thereof, for park and recreation purposes.	• The DA includes dedication of a park and payment of a rec in lieu fees
Policy LU 6.8 Landscaping in Development	Encourage extensive and appropriate landscaping in public and private development to maintain the City's tree canopy and to promote sustainability and healthy living, particularly through increased trees and water-efficient landscaping in large parking areas and in the public right-of-way.	• Approximately 336 heritage trees would be retained at the project site and 860 new trees would be planted • Including retained non-heritage trees, the site would contain a total of 1,392 trees
Policy LU 6.9 Pedestrian and Bicycle Facilities	Provide well-designed pedestrian and bicycle facilities for safe and convenient multi-modal activity through the use of access easements along linear parks or paseos	• The project would include new pedestrian and bicycle connections through the site and upgrades along the northern and southern boundaries of the site
Policy LU 7.1 Sustainability	Promote sustainable site planning, development, landscaping, and operational practices that conserve resources and minimize waste.	• The project would comply with the City's water efficient landscaping ordinance, CalGreen code requirements, and be designed to meet waste planning and LEED requirements per the C-1-S zoning district
Policy LU 7.5 Reclaimed Water Use	Implement use of adequately treated "reclaimed" water (recycled/non-potable water sources such as, graywater, blackwater, rainwater, stormwater, foundation drainage, etc.) through dual plumbing systems for outdoor and indoor uses, as feasible	• The proposed project would be dual plumbed for future use of recycled water • The development agreement includes future connections for recycled water
Policy LU 7.9 Green Building	Support sustainability and green building best practices through the orientation, design, and placement of buildings and facilities to optimize their energy efficiency in preparation of State zero-net energy requirements for residential construction in 2020 and commercial construction in 2030.	• The project would be designed to comply with the City's applicable LEED requirements; and would comply with the City's Green and Sustainable Building requirements

Policy CIRC 2.11 Design of New Development	Require new development to incorporate design that prioritizes safe pedestrian and bicycle travel and accommodates senior citizens, people with mobility challenges, and children	• The project would install frontage improvements and Class I multi-modal bicycle and pedestrian paths along the northern and southern project boundaries, and Class IV bike lanes along the Laurel Street frontage • The project includes pedestrian paths through the site that would eventually connect to the Middle Ave. Caltrain undercrossing and other pedestrian improvements
Policy CIRC 2.14 Impacts of New Development	Require new development to mitigate its impacts on the safety (e.g., collision rates) and efficiency (e.g., vehicle miles traveled (VMT) per service population or other efficiency metric) of the circulation system. New development should minimize cut-through and high-speed vehicle traffic on residential streets; minimize the number of vehicle trips; provide appropriate bicycle, pedestrian, and transit connections, amenities and improvements in proportion with the scale of proposed projects; and facilitate appropriate or adequate response times and access for emergency vehicles.	• The EIR evaluated the project's potential impact on VMT and determined that its impact would be less than significant when mitigation measures were incorporated as part of project implementation • The project was designed to reduce cut through traffic through the alignment of driveways • The project would include publicly accessible pathways which would provide pedestrian access and improve pedestrian and bicycle infrastructure in the area • The project includes a transportation demand management (TDM) plan that would reduce project trips by 35% • The project would install frontage improvements to facilitate bike and pedestrian connections within the vicinity of the project site
Policy CIRC 6.3 Shuttle Service	Encourage increased shuttle service between employment centers and the Downtown Menlo Park Caltrain station.	• As part of the DA, the project would either make payments towards the City's shuttle or provide its own
Policy CIR 7.1 Parking and New Development	Ensure new development provides appropriate parking ratios, including application of appropriate minimum and/or maximum ratios, unbundling, shared parking, electric car charging, car sharing, and Green Trip Certified strategies to accommodate residents, employees, customers, and visitors	• The proposed project is consistent with the parking requirements in the proposed C-1-S zoning district as modified through the CDP • During the architectural control stage, staff would verify that the project provides sufficient EV charging facilities per the City's EV Charging Ordinance • Parking for the multi-family buildings would be unbundled and the 100% affordable building would share parking with non-residential components of the project
Policy H4.2 Housing to Address	Strive to provide opportunities for new housing development to meet the City's share of its Regional Housing Needs Allocation (RHNA). In doing so, it is the	• Project would provide 97 inclusionary housing units and up to 154 additional BMR units on a parcel to be dedicated to an affordable housing developer

Local Housing Needs	City's intent to provide an adequate supply and variety of housing opportunities to meet the needs of Menlo Park's workforce and special needs populations, striving to match housing types, affordability and location, with household income, and addressing the housing needs of extremely low income persons, lower income families with children, shared housing and lower income seniors.	• Project would provide various types of units within the project including apartments of various sizes, attached townhomes and detached townhomes addressing housing needs for various types of households, which would contribute to the City's RHNA numbers
Policy H4.4 Variety of Housing Choices	Encourage well-designed residential mixed-use developments where residential use is appropriate to the setting. Encourage mixed-use development in proximity to transit and services, such as shopping centers, the C-4 district along Willow Road near the Willows neighborhood, properties zoned C-1, C-1-A, C-1-C, C-2 and C-2-A, C-2-B, C-2-S, and P, as well as near the downtown to support downtown businesses (consistent with the El Camino Real/Downtown Specific Plan).	• The project includes a mix of uses and a variety of housing types (attached and detached townhomes and apartments of various sizes • The project would provide housing near the Caltrain station and downtown Menlo Park
Policy H4.10 Preferences for Affordable and Moderate-Income Housing	Implement BMR and moderate-income housing preferences for people living or working in Menlo Park to the extent consistent with Fair Housing laws.	• To the extent consistent with State Law, the City is applying its BMR preferences to the project, consistent with this policy
Policy H4.11 Inclusionary Housing Approach	Require residential developments involving five (5) or more units to provide very low-, low- and moderate-income housing units. In-lieu fees are allowed but not encouraged.	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy H4.16 Neighborhood Responsibilities within Menlo Park	Seek ways specific to each neighborhood to provide additional housing as part of each neighborhood's fair share responsibility and commitment to help achieve community-wide housing goals.	• This project would bring 800 residential units near downtown

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Parkline Project
Proposed General Plan Amendments

[New language in underline; deleted language in ~~strikethrough~~]

A. The Residential and Commercial sections of Table 1, Land Use Designations and Zoning Districts, on page LU-13 of the Land Use Element is amended to as follows; except as set forth below all other provisions of Table 1 remain unchanged:

General Plan Land Use Designation	Applicable Zoning Districts	Acreage	Percentage of Non-Baylands Area
Residential		**~~1,930~~ 1,929**	**~~54.9~~ 54.8%**
Low Density Residential	Single Family Suburban Residential (R-1-S) Single Family Suburban Residential (Felton Gables) (R-1-S (FG)) Single Family Urban Residential (R-1-U) Single Family Urban Residential (Lorelei Manor) (R-1-U (LM))	~~1,372~~ 1,371	39.0%
Commercial		**~~254~~ 255**	**~~7.2~~ 7.3%**
Retail/Commercial	Neighborhood Shopping (C-2) Neighborhood Mixed Use (C-MU) Neighborhood Commercial, Special (C-2-S) Parking (P)	~~42~~ 41	1.2%
Professional and Administrative Offices	Administrative and Professional, Restrictive (C-1) Administrative, Professional and Research, Restrictive (C-1-C)	~~212~~ 214	~~6~~ 6.1%

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

	Administrative, Professional and Research, Special (C-1-S) Apartment Office (R-3-C)**		

B. The following text on page LU-15 of the Land Use Element is amended and maintained to read:

COMMERCIAL

Commercial designations accommodate a range of business types, from neighborhood-serving retail and services, to shopping centers, to a variety of office uses. Commercial uses may occur independently or in mixed-use configurations, including alongside or in the same buildings as residential dwellings. Commercial designations in Menlo Park are:

Retail/Commercial. This designation provides for retail services, personal services, professional offices, banks, savings and loans, restaurants, cafes, theaters, residences, public and quasi-public uses, and similar and compatible uses. Residential density shall not exceed 30 units per acre, as identified in the applicable zoning district. The maximum FAR for nonresidential uses shall be 50 percent, 90 percent for residential uses, and 100 percent for mixed uses, as identified in the applicable zoning district.

Professional and Administrative Office. This designation provides for professional, executive, general, and administrative offices, banks, savings and loans, R&D facilities, convalescent homes, residential uses, public and quasi-public uses, and similar and compatible uses such as neighborhood-serving retail and services. Residential density shall not exceed 30 units per acre. The maximum FAR for non-residential uses shall be a maximum of ~~40~~ 50 percent, as identified in the applicable zoning district. For large, master-planned developments involving multiple contiguous parcels, residential density and non-residential FAR may be aggregated across the project area, as identified in the applicable zoning district.

C. The General Plan Land Use Designation for the parcel at 201 Ravenswood Ave. (Assessor's Parcel Number 062-390-050) and Figure 5 of the General Plan are amended as follows:

Existing Land Use Designation	Proposed Land Use Designation
Residential	Commercial

Figure 5 (General Plan Land Use Designations)

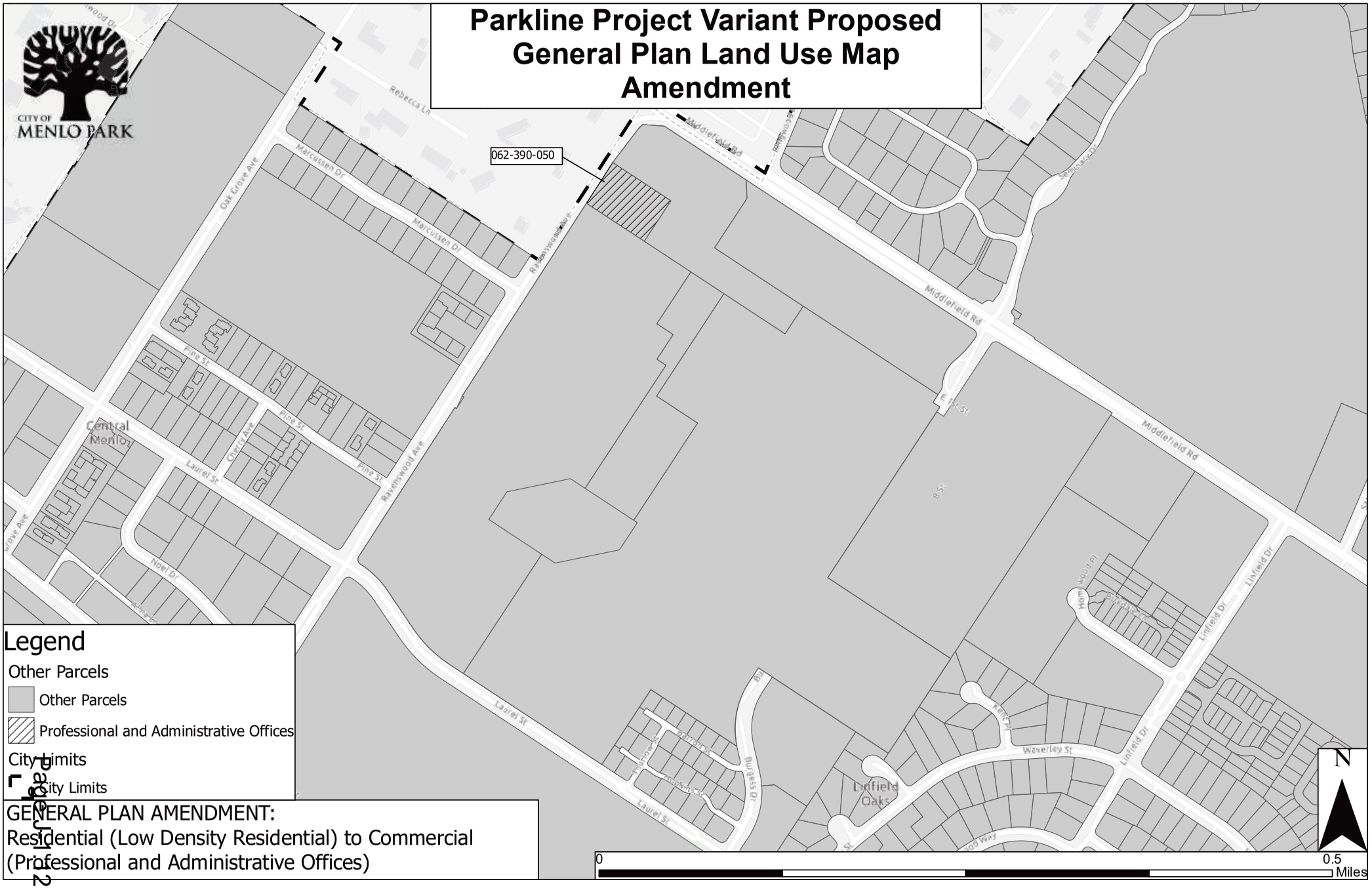
Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

The land use designations exhibit of the Land Use Element on page LU-12 is amended to change the land use designation for the parcel at 201 Ravenswood Ave. to Commercial.

* * *

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT 3



Item D1
Attachment B
Page 27

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

ORDINANCE NO. XXXX

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

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

SECTION 1.
The City Council of the City of Menlo Park hereby finds and declares as follows:

A. The City received an application from LPGS Menlo, LLC, a Delaware limited liability company ("Applicant") to redevelop the approximately 64.3 acre site commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site").
B. Applicant proposes to demolish 35 existing buildings and a church and associated multi-use building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a mix of uses consisting of non-residential office/R&D buildings of approximately 1,000,000 square feet (SF), inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project").
C. The properties that comprise the Project Site are currently zoned as follows: 201 Ravenswood Avenue – R-1-S; 301 Ravenswood Avenue – C-1(X); 333 Ravenswood Avenue C-1(X) and P; 555 Middlefield Road – C-1(X); and 565 Middlefield Road C-1(X).
D. Applicant has requested an amendment to the Zoning Ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, Exhibit 1, and to rezone the entirety of the Project Site to C-1-S.
E. Rezoning of the Project Site as shown in Exhibit 2 is necessary to change the zoning of the Project Site to C-1-S and to add a conditional development ("X") combining district, thereby allowing special regulations and conditions to be added at the Project Site (combined with the base C-1-S regulations) as part of the proposed Project.
F. The Project is eligible for a Conditional Development Permit under Menlo Park Municipal Code section 16.82.055(1) in that the Project Site is more than one acre and is not located in the SP-ECR/D district.
G. Approving the Conditional Development Permit (Exhibit 3) is necessary to authorize development of the Project on the Project Site to comply with Menlo Park Municipal Code section 16.35.055, adopted pursuant to Section 7 below, which requires a Conditional

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Development Permit to set the design standards, including building relationship to the street, building mass and scale, exterior materials, building design, and access and parking, and to allow for modifications to the development regulations in the C-1-S zoning district, with the exception of residential density and intensity (residential and non-residential floor area ratio).

H. The proposed amendment to add Chapter 16.35 to the Menlo Park Municipal Code and thereby create the Administrative, Professional and Research, Special (C-1-S) zoning district as shown in Exhibit 1, the amendment to the City zoning map and rezoning of the Project Site, as shown in Exhibit 2, as well as the approval of the Conditional Development Permit as shown in Exhibit 3, would promote a comprehensive redevelopment of the Project Site through the inclusion of multiple housing options (i.e., multifamily, attached townhome-style, and detached single-family style units), including affordable residential units, along with office, research and development, retail, and recreational uses at the density and intensity envisioned in the General Plan adopted November 29, 2016 ("General Plan").

I. The proposed amendment to Title 16 of the Municipal Code to add Chapter 16.35 and thereby create the Administrative, Professional and Research, Special (C-1-S) zoning district as set forth in Exhibit 1, the amendment to the City zoning map and rezoning of the Project Site to C-1-S and to add a conditional development ("X") combining district, as shown in Exhibit 2, as well as the Conditional Development Permit, Exhibit 3, are consistent with the General Plan as shown in Exhibit 4, including the land use designations for the Project Site.

SECTION 2.

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

SECTION 3.

The Planning Commission of the City of Menlo Park (the "Planning Commission") held a duly noticed public hearing on August 25, 2025, to review and consider the Project, including the amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) Zoning District (Exhibit 1); the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative, Professional and Research, Special) and to add a conditional development ("X") combining district as shown on Exhibit 3; and the Conditional Development Permit (Exhibit 3), whereat all interested persons had the opportunity to appear and comment.

SECTION 4.

The Planning Commission, having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to recommend to the City Council of the City of Menlo Park (the "City Council") to approve the Project, including the proposed amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) zoning district; the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative,

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Professional and Research, Special) and to add a conditional development ("X") combining district as shown on Exhibit 2; as well as the approval of the Conditional Development Permit as shown on Exhibit 3.

SECTION 5.
The City Council held a duly noticed public hearing on _____, 2025, to review and consider the Project, including: the proposed amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and create the C-1-S (Administrative, Professional and Research, Special) zoning district (Exhibit 1); the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative, Professional and Research, Special) and to add a conditional development ("X") combining district as shown on Exhibit 2; as well as the Conditional Development Permit (Exhibit 3), whereat all interested persons had the opportunity to appear and comment.

SECTION 6.
After due consideration of the proposed amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and create the C-1-S (Administrative, Professional and Research, Special) zoning district (Exhibit 1); the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative, Professional and Research, Special) and to add a conditional development ("X") combining district as shown on Exhibit 2; and the Conditional Development Permit (Exhibit 3), public comments, the Planning Commission's recommendation, the staff report, and other substantial evidence in the record, the City Council finds that the proposed amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and create the C-1-S (Administrative, Professional and Research, Special) zoning district, the proposed amendment of the zoning map and rezoning of Project Site, and the Conditional Development Permit, as identified herein, are consistent with the General Plan, as demonstrated in Exhibit 4, and are appropriate.

SECTION 7.
Title 16 of the Menlo Park Municipal Code is hereby amended to add Chapter 16.35, C-1-S – Administrative, Professional and Research Special District as set forth in Exhibit 1.

SECTION 8.
The zoning map of the City of Menlo Park is hereby amended to rezone the Project Site to C-1-S and to add a conditional development ("X") combining district as shown in Exhibit 2. This X combining district is consistent with the General Plan, which allows the uses permitted in the combining district at the density and intensity proposed.

SECTION 9.
The Conditional Development Permit (Exhibit 3) is hereby approved, authorizing development of the Project on the Project Site. Pursuant to Menlo Park Municipal Code section 16.35.055, as adopted pursuant to Section 7 above, the Conditional Development Permit establishes design standards, including building relationship to the street, building mass and scale, exterior materials, building design, and access and parking, and modifies development regulations set forth in Chapter 16.35, with the exception of residential density and intensity (residential and non-residential floor area ratio) for the Project Site, and the number of dwelling units, floor area ratio, and floor area limit authorized thereunder do not exceed the development regulations set forth in the C-1-S district.

SECTION 10.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

SEVERABILITY

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void, or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

INTRODUCED on the _____ day of _____, 2025.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Drew Combs, Mayor

ATTEST:

_____
Judi A. Herren, City Clerk

Exhibits:

Exhibit No. 1 to Exhibit C - Chapter 16.35 C-1-S – Administrative, Professional and Research, Special District (Staff Report Attachment J)
Exhibit No. 2 to Exhibit C - Zoning Map – Zoning Map Exhibit – C-1-S(X) (Staff Report Attachment K)
Exhibit No. 3 to Exhibit C - Conditional Development Permit (Staff Report Attachment L)
Exhibit No. 4 to Exhibit C - General Plan Consistency Table (Staff Report Attachment B)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Chapter 16.35

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

Sections:

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

16.35.010 Purpose.

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

(1) Encourage quality residential development at a range of densities in conjunction with commercial development or redevelopment;

(2) Create opportunities for research and development (R&D) and light industrial uses (including life science and laboratory uses), office, public and quasi-public uses, and other compatible uses;

(3) Blend with and complement existing neighborhoods through site development regulations and design standards that minimize impacts to adjacent uses;

(4) Provide a quality and sustainable living environment for residents, workers, and visitors; and

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

(5) Create “missing-middle” housing opportunities emphasizing housing diversity, affordability, and ownership for families and other household compositions through mixed sized housing unit sizes, variation in building types, and variation in housing unit designs.

(6) Create integrated site development and open space planning on larger and master planned properties with the inclusion of public use open space amenities.

(7) Create opportunities for housing and employment within one-half-mile (0.5 mile) radius of a major transit stop. The C-1-S district is only applicable to parcels or project sites predominantly within 0.5 mile of a major transit stop as defined in California Public Resources Code section 21064.3.

16.35.015 Definitions.

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

16.35.020 Permitted uses.

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

(1) Multiple dwellings, which are a required component for any development in the C-1-S district;

(2) Two-family dwellings or duplexes;

(3) Single-family dwellings;

(4) Accessory buildings and accessory dwelling units;

(5) Research and development and accessory uses (light industrial and manufacturing are not permitted), except when requiring hazardous material review;

(6) Administrative and professional offices and accessory uses;

(7) Retail sales establishments, excluding the sale of beer, wine and alcohol;

(8) Eating establishments, excluding the sale of beer, wine and alcohol, live entertainment, and/or establishments that are portable. For purposes of this chapter, an eating establishment is primarily engaged in serving prepared food for consumption on or off the premises;

(9) Personal services, excluding tattooing, piercing, palm-reading, or similar services;

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

(11) All public facilities used and operated for government purposes by the City of Menlo Park, the county of San Mateo, any public school district, the state of California, and the government of the United States.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

16.35.030 Administratively permitted uses.

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

(1) Eating establishments, including beer and wine only, and/or that have live entertainment;

(2) Childcare center;

(3) Outdoor seating;

(4) Any outside storage of material, equipment or vehicles associated with the main use;

(5) Diesel generators.

16.35.040 Conditional uses.

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

(1) Home occupations in accordance with Section 16.04.340;

(2) Research and development and accessory uses (light industrial and manufacturing are not permitted), requiring hazardous material review;

(3) Large Residential Care Facilities;

(4) Eating establishments, including alcohol, and/or establishments that are portable;

(5) Drinking establishments, including beer, wine and alcohol. For purposes of this chapter, a drinking establishment is a business serving beverages for consumption on the premise as a primary use;

(6) Retail sales establishments, including the sale of beer, wine and alcohol;

(7) Recreational facilities, privately operated, greater than twenty thousand (20,000) square feet of gross floor area;

(8) Special uses, in accordance with Chapter 16.78 of this title;

(9) Public utilities, in accordance with Chapter 16.76 of this title.

16.35.050 Development regulations.

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

16.35.055 Conditional development permit, required.

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

16.35.060 Parking standards.

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

(1) Parking spaces shall be unbundled from the price of residential units such that parking is sold or rented separately, except in cases where parking is physically connected to only one (1) unit. However, the planning commission may grant an exception from this requirement for projects which include financing for affordable housing that requires that costs for parking and housing be bundled together.

(2) Parking facilities may be shared at the discretion of the City's Public Works Director or designee if multiple uses cooperatively establish and operate the facilities, if these uses generate parking demands primarily during different hours than the remaining uses, and if a sufficient number of spaces are provided to meet the maximum cumulative parking demand of the participating uses at any time. An individual development proposal may incorporate a shared parking study to account for the mixture of uses, either on-site or within a reasonable distance. The shared parking supply would be subject to review and approval based on the proposed uses, specific design and site conditions. Project applicants may also be allowed to meet the minimum parking requirements through the use of nearby off-site facilities at the discretion of the Public Works Director or designee.

16.35.070 Transportation demand management.

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

(1) Eligible TDM measures may include but are not limited to:

(A) Participation in a local Transportation Management Association (TMA) that provides documented, ongoing support for alternative commute programs;

(B) Appropriately located transit shelter(s);

(C) Preferred parking for carpools or vanpools;

(D) Designated parking for car-share vehicles;

(E) Requiring drivers to pay directly for using parking facilities;

(F) Public and/or private bike share program;

(G) Provision or subsidy of carpool, vanpool, shuttle, or bus service, including transit passes for site occupants;

(H) Required alternative work schedules and/or telecommuting;

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

(I) Passenger loading zones for carpools and vanpools at main building entrance;

(J) Safe, well-lit, accessible, and direct route to the nearest transit or shuttle stop or dedicated, fully accessible bicycle and pedestrian trail;

(K) Car share membership for employees or residents;

(L) Emergency Ride Home programs;

(M) Green Trip Certification.

(2) Measures receiving TDM credit shall be:

(A) Documented in a TDM plan developed specifically for each project and noted on project site plans, if and as appropriate;

(B) Guaranteed to achieve the intended reduction over the life of the development, as evidenced by annual reporting provided to the satisfaction of the City's Public Works Director or designee;

(C) Required to be replaced by appropriate substitute measures if unable to achieve intended trip reduction in any reporting year;

(D) Administered by a representative whose updated contact information is provided to the Public Works Director or designee.

16.35.080 Open Space.

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

(1) Publicly accessible open space consists of areas unobstructed by fully enclosed structures with a mixture of landscaping and hardscape that provides seating and places to rest, places for gathering, passive and/or active recreation, pedestrian circulation, or other similar use as determined by the Planning Commission. Publicly accessible open space types include, but are not limited to paseos, pathways, plazas, forecourts and entryways, and outdoor dining areas. Publicly accessible open space must:

(A) Contain site furnishings, art, or landscaping;

(B) Be on the ground floor or podium level;

(C) Be at least partially visible from a public right-of-way such as a street or paseo;

(D) Have a direct, accessible pedestrian connection to a public right-of-way or easement.

(2) Quasi-public and private open spaces, which may or may not be accessible to the public, include patios, balconies, roof terraces, and courtyards.

(3) Residential Open Space.

(A) Residential developments shall have a minimum of one hundred (100) square feet of open space per unit created as common open space or a minimum of eighty (80) square feet of open space per unit created as private open space, where

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

(B) Depending on the number of dwelling units, additional common open space shall be provided to meet the following criteria:

(i) Ten (10) to fifty (50) units: minimum of one (1) space, twenty (20) feet minimum dimension (four hundred (400) sf total, minimum).

(ii) Fifty-one (51) to one hundred (100) units: minimum of one (1) space, thirty (30) feet minimum dimension (nine hundred (900) sf total, minimum).

(iii) One hundred one (101) or more units: minimum of one (1) space, forty (40) feet minimum dimension (one thousand six hundred (1,600) sf total, minimum).

(C) Residential open space shall be counted toward the required open space (30%) and, as applicable, shall be counted toward the minimum required publicly accessible open space.

(4) All open spaces shall:

(A) Interface with adjacent buildings via direct connections through doors, windows, and entryways;

(B) Be integrated as part of building modulation and articulation to enhance building façade and should be sited and designed to be appropriate for the size of the development and accommodate different activities, groups and both active and passive uses;

(C) For at-grade open spaces, incorporate landscaping design that includes:

(i) Sustainable stormwater features;

(ii) A minimum landscaping bed no less than three (3) feet in length or width and five (5) feet in depth for infiltration planting;

(iii) Native species able to grow to their maximum size without shearing.

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

16.35.090 Nonresidential design standards.

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

16.35.100 Residential mixed-use design standards.

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

16.35.110 Green and sustainable building.

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

(1) Green building.

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

(2) Energy.

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

(i) On-site energy generation;

(ii) Purchase of one hundred percent (100%) renewable electricity through Peninsula Clean Energy or Pacific Gas and Electric Company in an amount equal to the annual energy demand of the project;

(iii) Purchase and installation of local renewable energy generation within the City of Menlo Park in an amount equal to the annual energy demand of the project;

(iv) Purchase of certified renewable energy credits and/or certified renewable energy off-sets annually in an amount equal to the annual energy demand of the project.

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

TABLE 16.35.110(2)(B) GREEN BUILDING REQUIREMENTS

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

(3) Water use efficiency and recycled water.

(A) Single pass cooling systems shall be prohibited in all new buildings.

(B) All new buildings shall be built and maintained without the use of well water.

(C) Applicants for a new building more than one hundred thousand (100,000) square feet of gross floor area shall prepare and submit a proposed water budget and accompanying calculations following the methodology approved by the City. For all new buildings two hundred and fifty (250,000) square feet or more in gross floor area, the water budget shall account for the potable water demand reduction resulting from the use of an alternative water source for all City approved non-potable applications. The water budget and calculations shall be reviewed and approved by the City's Public Works Director prior to certification of occupancy. Twelve (12) months after the date of the certification of occupancy, the building owner shall submit data and information sufficient to allow the City to compare the actual water use to the allocation in the approved water budget. In the event that actual water consumption exceeds the water budget, a water conservation program, as approved by the City's Public Works Director, shall be implemented. Twelve (12) months after City approval of the water conservation program, the building owner shall submit data and information sufficient to allow the City to determine compliance with the conservation program. If water consumption exceeds the budgeted amount, the City's Public Works Director may prohibit the use of water for irrigation or enforce compliance as an infraction pursuant to Chapter 1.12 of the Municipal Code until compliance with the water budget is achieved.

(D) All new buildings shall be dual plumbed for the internal use of recycled water.

(E) All new buildings two hundred and fifty (250,000) square feet or more in gross floor area shall use an alternate water source for all City approved non-potable applications. An alternative water source may include, but is not limited to, treated non-potable water such as graywater. An Alternate Water Source Assessment shall be submitted that describes the alternative water source and proposed non-potable application. Approval of the Alternate Water Source Assessment, the alternative water source and its proposed uses shall be approved by the City's Public Works Director and Community Development Director. If the Menlo Park Municipal Water District has not designated a Recycled Water Purveyor and/or municipal recycled water source is not available prior to planning project approval, applicants may propose conservation measures to meet the requirements of this section subject to approval of the City Council. The conservation measures shall achieve a reduction in potable water use equivalent to the projected demand of City approved non-potable applications, but in no case shall the reduction be less than 30 percent compared to the water budget in Section C. The conservation measures may include on-site measures, off-site measures or a combination thereof.

(F) Potable water shall not be used for dust control on construction projects.

(G) Potable water shall not be used for decorative features, unless the water recirculates.

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

(A) The first floor elevation of all new buildings shall be twenty-four (24) inches above the Federal Emergency Management Agency base flood elevation (BFE) to account for sea level rise. Where no BFE exists, the first floor (bottom of floor beams) elevation shall be twenty-four (24) inches above the existing grade. The building design and protective measures shall not create adverse impacts on adjacent sites as determined by the City.

(B) Prior to building permit issuance, all new buildings shall pay any required fee or proportionate fair share for the funding of sea level rise projects, if applicable.

(5) Waste management.

(A) Applicants shall submit a zero-waste management plan to the City, which will cover how the applicant plans to minimize waste to landfill and incineration in accordance with all applicable state and local regulations. Applicants shall show in their zero-waste plan how they will reduce, recycle and compost wastes from the demolition, construction and occupancy phases of the building. For the purposes of this ordinance, Zero Waste is defined as ninety percent (90%) overall diversion of non-hazardous materials from landfill and incineration, wherein discarded materials are reduced, reused, recycled, or composted. Zero Waste plan elements shall include the property owner's assessment of the types of waste to be generated during demolition, construction and occupancy, and a plan to collect, sort and transport materials to uses other than landfill and incineration.

(6) Bird-friendly design.

(A) No more than ten percent (10%) of façade surface area shall have non-bird–friendly glazing.

(B) Bird–friendly glazing includes, but is not limited to opaque glass, covering the outside surface of clear glass with patterns, paned glass with fenestration, frit or etching patterns, and external screens over non-reflective glass. Highly reflective glass is not permitted.

(C) Occupancy sensors or other switch control devices shall be installed on non-emergency lights and shall be programmed to shut off during non-work hours and between 10 PM and sunrise.

(D) Placement of buildings shall avoid the potential funneling of flight paths towards a building façade.

(E) Glass skyways or walkways, freestanding (see-through) glass walls and handrails, and transparent building corners shall not be allowed.

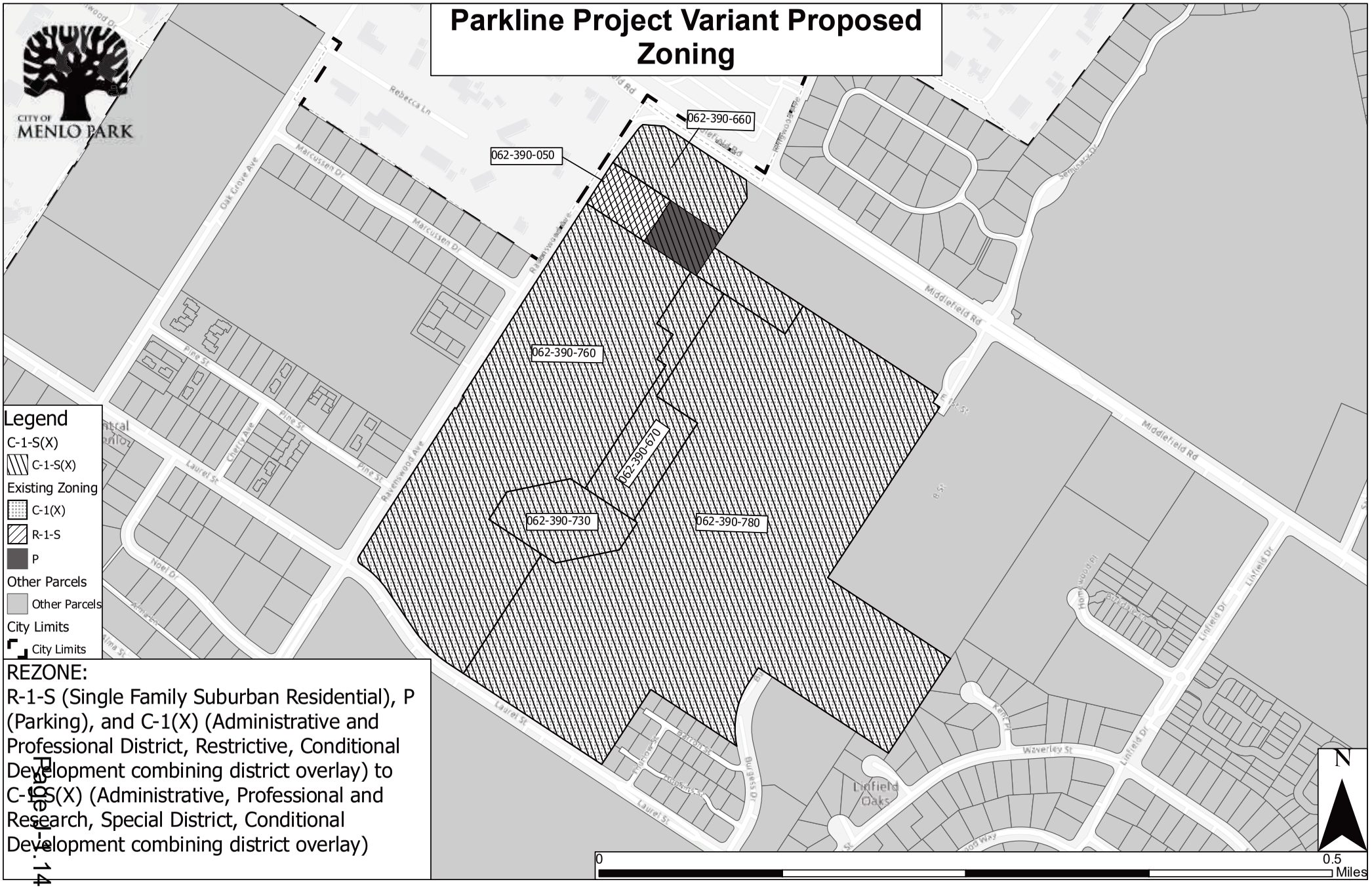
(F) Transparent glass shall not be allowed at the rooflines of buildings, including in conjunction with roof decks, patios and green roofs.

(G) Use of rodenticides shall not be allowed.

(H) A project may receive a waiver from one or more of the items in (A) to (F) listed above, subject to the submittal of a site specific evaluation from a qualified biologist and review and approval by the Planning Commission.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT 2



Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

CONDITIONAL DEVELOPMENT PERMIT ("CDP")

PARKLINE MASTER PLAN PROJECT

1. GENERAL INFORMATION

1.1. Applicant: LPGS Menlo, LLC, a Delaware limited liability company or its successors or assigns ("Applicant").

1.2. Project Description: General Plan Text and General Plan Map Amendment, Zoning Ordinance Text and Map Amendment, Rezoning, Conditional Development Permit, Vesting Tentative Subdivision Map, Heritage Tree Removal Permits, Parkline Transportation Demand Management (TDM) Plan, Parkline Project Wide Affordable Housing Agreement, and Development Agreement to demolish two buildings at 201 Ravenswood Avenue and approximately 1.1 million square feet (SF) within 35 buildings at 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, decommission an existing 6-megawatt natural gas power plant, and retain three existing buildings (Buildings P, S and T of approximately 286,730 SF) for the continued operation of the Property Owner, SRI, International ("SRI"), and construct:

1. Six hundred and forty-six (646) residential dwelling units, comprised of 46 townhome-style units in two components (referred to as TH1 with 19 detached units and TH2 with 27 attached units in multiple buildings) and 600 apartments in two multifamily buildings (referred to as Buildings R1 and R2 with up to 300 units each), with seven rental BMR units affordable to low-income or low-income equivalent households or seven for sale below market rate (BMR) units affordable to moderate income households within TH1 and TH2, and 90 rental BMR units affordable to low-income or low-income equivalent households in R1 and R2;
2. Up to 154 residential dwelling units on an approximately 1.6-acre portion of land, referred to as Building R3, for the future construction of a 100% affordable housing development project and a small retail or community serving space within the development;
3. A maximum of 1 million SF of non-residential uses, inclusive of Buildings P, S, and T, consisting of office, research and development (R&D), and up to 45,000 SF of commercial/retail uses;
4. Up to five office/R&D buildings, a new commercial amenity building (approximately 40,000 SF) with a publicly-accessible food and beverage space and three parking structures;
5. An approximately 2.6-acre public park along Ravenswood Avenue, dedicated to and built and operated by the City of Menlo Park, with the potential for the city to locate a 2-3 million gallon below-grade emergency water storage reservoir and well below it; and
6. Minimum of 29 acres of open space at full buildout, including a minimum of 12 acres of publicly accessible open space, inclusive of parkland dedicated to the City of Menlo Park.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

The above elements are collectively referred to as "**Project**".

1.3. Project Site: The project site consists of approximately 64 acres identified by the Assessor's Parcel Numbers listed in Section 1.4 herein, and generally is bounded by Laurel Street to the west, Ravenswood Avenue to the north, Middlefield Road to the east and Seminary Drive, Burgess Drive and the former USGS campus site to the south ("Project Site"). The existing project site is described in the legal description in Exhibit 1 attached hereto and shown on Exhibit 2 attached hereto. Upon the recordation of the City's acceptance of the Irrevocable Offer To Dedicate the Park Parcel provided in Section 4.1A of the Development Agreement, the Park Parcel shall no longer be included in the Project Site and shall no longer be subject to this CDP.

1.4. Assessor's Parcel Numbers: 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780, and 062-390-050

1.5. Property Owner(s): SRI International ("SRI") and First Church of Christ, Scientist, Menlo Park, a California non-profit corporation, or their successors or assigns.

1.6. Zoning: C-1-S-X (Administrative, Professional and Research, Special, Conditional Development)

1.7. Conditions Precedent:

1.7.1. Applicant's and Property Owner's obligations set forth herein are expressly conditioned on the resolution of all referendums and legal challenges, if any, to the Project's entitlements. Notwithstanding any referendums and legal challenges, Applicant's or Property Owner's obligations as set forth herein are expressly conditioned on Applicant's or Property's Owner's election, in their sole discretion, to commence construction of the Project.

1.7.2. That portion of the Project Site owned by SRI, comprising Assessor Parcel Numbers 062-390-660, 062-390-670, 062-390-730, 062-390-760, and 062-390-780 (the "SRI Site"), is currently governed by a conditional development permit adopted by the City Council ("City Council") of the City of Menlo Park in 1975, as amended by the City Council in 1978, September 9, 1997, and November 30, 2004 (the "SRI CDP"). As provided below in Section 6, this Conditional Development Permit for the Parkline Master Plan Project ("CDP") shall be recorded in the Official Records of the County of San Mateo, State of California, and shall become effective in accordance with the ordinance adopted by the City Council approving the CDP. Upon the commencement of any work on any portion of the Project Site, or off-site, in reliance on any permit or approval issued or granted by City related to the development or construction of the Project, the CDP shall thereafter solely govern and control the terms and conditions relating to use of or development of the Project Site and the SRI CDP shall thereby be rescinded, terminated and of no further force or effect regarding the use of or development of the SRI Site.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

2. PROJECT PLANS AND DEVELOPMENT STANDARDS

2.1 Project Plans:

2.1.1 Development of the Project shall substantially conform with the Parkline Master Plan plans submitted by Applicant dated June 26, 2025, consisting of 159 plan sheets, recommended for approval by the Planning Commission on xxx, and approved by the City Council on xxx **("Project Plans")**, except as modified by the conditions contained herein and/or in accordance with Section 7 (Changes) of this CDP.

2.1.2 Attached as Exhibit 3 is a glossary of technical reports and documents supporting implementation of this CDP.

2.1.3 Prior to the issuance of building permits for each building in the Project, and in accordance with Section 7, below, Applicant shall submit architectural control plans (ACPs) for the building/site for review and approval by the Planning Commission in accordance with Menlo Park Municipal Code (MPMC) Section 16.68.020. As part of the architectural control review, the Applicant shall submit materials to document compliance for each ACP with the requirements set forth in this CDP. The form of documentation shall be subject to reasonable review and approval by the Community Development Director.

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

2.2.1 **"Parkline Development Regulations and Design Standards**". The Parkline Development Regulations and Design Standards (commonly referred to as "Design Standards") (Exhibit 4) are objective regulations/design standards that the Parkline Master Plan Project must meet unless a requested modification is approved through a use permit during the architectural control review process. Unless otherwise noted in the Design Standards or elsewhere in this CDP, the regulations of the MPMC and more specifically, the C-1-S zoning district apply.

2.2.2 **"Conceptual Plans"**. Items labeled as Conceptual Plans are intended to convey the general vision and design intent of the Project, while allowing flexibility in interpretation and implementation. Conceptual Plans serve as guidelines for general orientation and organization of land uses and transportation and open space networks, general scale and massing of development, and overall architectural themes. All ACPs should be materially consistent with the vision and design intent conveyed by Conceptual Plans but need not comply with the specific details.

2.2.3 **"Illustrative Plans and Renderings**". Items labeled as Illustrative Plans and Renderings depict one possible example of development that would substantially conform with the Design Standards and be materially consistent with the vision and design intent conveyed by the Conceptual Plans. Illustrative Plans and Renderings are not determinative of the ultimate configuration, building orientation, massing, architectural and landscaping details, parking design, etc. ACPs may vary from these depictions.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

2.2.4 **"Architectural Control Plan" ("ACP")**. ACPs provide architectural drawings of the proposed building or structure, proposed landscaping or other treatment of grounds around such building or structure, and proposed design of, and access to, required parking facilities, in accordance with Municipal Code Section 16.68.020. ACPs should generally include site plans, floor plans, elevations, square footage diagrams, height calculations, color and materials, etc. Each ACP shall include adjacent open space and pathways, unless an alternate approach is determined by the Community Development Director (e.g., open space specific ACPs). The ACPs shall comply with the City's Application Submittal Guidelines. All ACPs shall conform to the Design Standards, and be materially consistent with the vision and design intent conveyed by the Conceptual Plans, and/or Changes granted in accordance with Section 7 herein.

2.2.5 "**Square footage" or "sf"** shall have the same meaning as the definition of Gross Floor Area (16.04.325) of the Zoning Ordinance.

2.2.6 **Project phasing.** The following defines the conceptual phasing for the Project.

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

a. Demolition of all structures shown on the Phase 1A demolition plan (Sheet C12.3 of the vesting tentative map).

b. Construction of a portion of the Loop Road between Buildings R1 and R2 and the future site for Townhomes 1, and the existing Building P to existing building S and T to the south. Associated surface improvements include an interim parking lot for SRI (Sheet C12.0 of the vesting tentative map).

c. Street improvements along Laurel Street and a portion of Ravenswood Avenue, including intersection upgrades, utility connections, a stub and plug for a future recycled water connection new driveway approaches, new curb, gutter, and sidewalk, and a new crosswalk at Pine Street (Sheet C12.0 of the vesting tentative map).

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

a. Construction of the Loop Road adjacent to the Ravenswood Parklet, towards Middlefield Road, necessary traffic connections to Ravenswood Avenue at two locations, and the Ringwood Avenue intersection.

b. Street improvements along Ravenswood Avenue, Middlefield Road, and Laurel Street including utility upgrades, the recycled water connection to the future West Bay Sanitary District line, intersection upgrades at Ravenswood Avenue/Middlefield Road and Ringwood Avenue/Middlefield

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

a. Site improvements including utilities under the remaining Loop Road, sidewalks, permanent street lighting, bioretention ponds, bike and walking paths, and landscaping of the adjacent structures, as well as the "Parkline Central Commons."

b. Offsite improvements at the Seminary Drive intersection including construction of forced-turn islands, grind and overlay, signal modifications, and restriping. Work would also include the intersection at Durham and Willow.

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

2.3 Development Standards

2.3.1 Parkline Development Regulations and Design Standards (Exhibit 4) ("Design Standards") shall generally regulate the following aspects of individual buildings within the Project: setbacks, massing and modulation, relationship to streets and public spaces, materials. All future buildings and site features shall comply with the Design Standards, subject to any approved modifications through a use permit. If a development standard is not identified in Section 2.3 of the CDP, the applicable MPMC requirement shall apply.

2.3.2 Dwelling Units shall not exceed a total of 800 units (or 12.5 dwelling units per acre total), consisting of up to the following:

a. 600 multi-family dwelling units (including 90 BMR rental units);

b. 46 attached and detached townhome style units (including 7 BMR rental or ownership units); and

c. 154 BMR units in a standalone 100% affordable building.

2.3.3 Maximum building square footage shall not exceed 1,000,000 square feet for non-residential uses, including existing Buildings P, S and T comprising 287,000 square feet to remain. Non-residential square footage shall comply with the following:

a. Square footage shall be calculated in accordance MPMC Section 16.04.325 (Gross floor area); and

b. Maximum commercial/retail square footage (e.g., retail sales establishments and eating establishments) shall not exceed 45,000 square feet (counted toward the maximum 1 million square feet of non-residential square footage)

2.3.4 Building heights shall generally conform to the maximum heights provided on Sheet G3.03 of the Project Plans and not exceed the maximum heights permitted by the Design Standards (Exhibit 4).

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

2.3.4.1 Buildings R1 and R2 shall conform to the varied building heights as depicted for the building on Sheet G3.03 of the Project Plans.

2.3.5 Parking shall be provided in accordance with the general locations set forth on Sheet G4.02 of the Project Plans and parking ratios shall be in compliance with MPMC Section 16.35.060, and subject to modifications identified in the Design Standards (Exhibit 4).

2.3.5.1 The parking for non-residential uses shall be developed concurrently with the amount of non-residential square footage and the amount of parking provided shall not exceed the maximum parking ratio set by the Zoning Ordinance or Design Standards for the specific land use. Interim exceedances during phased construction may be permitted subject to review and determination by the Public Works Director.

2.3.6 Open Space shall be provided in accordance with the standards set forth in the Design Standards (Exhibit 4) and the Conceptual Open Space Plan on Sheet G3.04 of the Project Plans. The Project shall provide a minimum of 29 acres of open space at full build out, with a minimum of 12 acres of publicly accessible open space, inclusive of dedicated parkland acreage to the City.

2.3.6.1 Publicly accessible open space shall be consistent with the public access easements shown on Sheet C3.3. Areas of landscaping adjacent to pathways that are included in the calculation of publicly accessible open space shall be included within a public access easement or use agreement, subject to review and approval of the Public Works Director.

2.3.7 Roof Mounted Equipment except photovoltaic or solar panels, shall be fully screened and integrated into the design of the building consistent with the Design Standards and MPMC Section 16.08.095, and shall also comply with the noise requirements of that same section.

2.3.8 Ground Mounted Equipment shall be screened and integrated into the site design per the Design Standards and subject to the satisfaction of the Planning Division. The ground mounted equipment shall comply with the noise requirements in MPMC 8.06 (Noise).

2.3.9 Building Setbacks shall be measured pursuant to the Design Standards (Exhibit 4).

3. USES AND EXISTING STRUCTURES

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

3.1.1 Existing Uses and Structures

3.1.1.1 Notwithstanding the rezoning of the Project Site and adoption of this CDP, existing structures and the uses therein that remain, and

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

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

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

3.1.4 Administrative and professional offices and accessory uses;

3.1.5 Retail sales establishments, excluding the sale of beer, wine and alcohol;

3.1.6 Eating establishments, excluding the sale of beer, wine and alcohol, live entertainment, and/or establishments that are portable. For purposes of this use designation, an eating establishment is primarily engaged in serving prepared food for consumption on or off the premises;

3.1.7 Personal services, excluding tattooing, piercing, palm-reading, or similar services;

3.1.8 All public facilities used and operated for government purposes by the City of Menlo Park, the county of San Mateo, any public school district, the state of California, and the government of the United States;

3.1.9 Emergency generators and associated use and storage of diesel fuel for up to 13 generators on the Project Site in accordance with Sheet G3.07 of the Project Plans and the hazardous materials information forms, generator supplemental forms and agency referral forms;

3.1.10 Special events including but not limited to farmers' markets, movie nights, concerts, community block parties, and food trucks, provided the activities

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

comply with Chapter 8.06 (Noise) of the MPMC, and provided that such events that require the use of City public services (e.g. police monitoring or control, street closure, traffic control, parking needs that will exceed capacity of the venue, or interfere with normal use and operation of right-of-ways for travel) require a special event permit per Chapter 8.60 of the MPMC;

3.1.11 Parking structures, above and below-grade;

3.1.12 Accessory buildings and uses; and

3.1.13 Other uses determined by the Community Development Director to be similar and compatible uses based on the following criteria:

a. The activities involved in or equipment or materials employed in the use are the same or substantially similar to the uses expressly authorized by this CDP;

b. The use is compatible with surrounding uses; and

c. The use is consistent with the stated purpose of this CDP.

3.2 Administratively permitted uses on the Project Site: All administratively permitted uses listed in C-1-S zoning district, and not specifically authorized by Section 3.1, are permitted with an administrative permit.

3.3 Conditionally permitted uses on the Project Site: All Conditionally permitted uses listed in the C-1-S zoning district, and not specifically authorized by Section 3.1 herein, are permitted with a use permit.

3.4 Additional conditionally permitted uses on the Project Site:

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

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

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

4.1 The Design Standards (Exhibit 4) regulate site development and include modifications to development regulations set forth in MPMC 16.35, including regulations such as lot size, building setbacks, building heights, and parking ratios.

4.2 Unless enumerated in this CDP or the Design Standards (Exhibit 4), each building within the Project Site shall comply with the requirements of the C-1-S (Administrative, Professional and Research, Special) zoning district and other applicable sections of the MPMC. Where a standard or requirement in this CDP, including the Design Standards, is inconsistent with the MPMC, the regulation or standard in this CDP, including the Design Standards takes precedence.

5 SIGNS

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

5.1 The maximum sign area permitted at the Project Site shall not exceed 450 square feet unless a Master Sign Program is pursued and approved through the provisions outlined in 5.2 (Master Sign Program), in which case the maximum sign area permitted shall be as set forth in the Master Sign Program.

5.2 Master Sign Program. The Project shall comply with MPMC 16.92 or submit a project-specific Master Sign program which shall be subject to review and approval by the Planning Commission prior to installation of any onsite signage.

5.2.1 The Master Sign Program shall identify the maximum square footage of signage for each parcel/building and/or land uses within the project site and set design guidelines for signage.

6. RECORDATION AND EFFECTIVE DATE

6.1 The CDP shall be recorded in the Official Records of the County of San Mateo, State of California by the Applicant within thirty days of the effective date of the ordinance approving the CDP.

6.2 The CDP shall be in full force and effect on the effective date of the ordinance approving the CDP.

7. CHANGES TO CONDITIONAL DEVELOPMENT PERMIT

7.1 Changes to this CDP (including the Project Plans) shall be processed at the written request of the Applicant and the Property Owner upon submission of such requested changes to the Community Development Department for review, and payment of all applicable processing fees, as follows:

7.1.1 Substantially Consistent Changes are made at the staff level and include any modifications that Applicant or Property Owner makes or proposes to make to this CDP (including the Project Plans) that are in substantial compliance with and/or substantially consistent with the Project based on the determination that the proposed change(s) is consistent with other building and design elements of the CDP, including the Design Standards, and will not have an adverse impact on the character and aesthetics of the Property. The determination as to whether a requested change is a Substantially Consistent Change will be made by the Community Development Director (in his/her reasonable discretion). Substantially Consistent Changes do not affect permitted uses, the density or intensity of uses, restrictions and requirements relating to subsequent discretionary actions, monetary obligations, or conditions or covenants limiting or restricting the use of the Property or similar material elements. The Community Development Director or his/her designee shall act on Substantially Consistent Changes administratively, without public notice or hearing.

7.1.2 Minor Changes are any modifications that Property Owner proposes to make to this CDP (including the Project Plans) that are approved administratively at the staff level, but with notice provided to the Planning Commission. The

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

determination as to whether a requested change is a Minor Change is determined by the Community Development Director (in his/her reasonable discretion). A Minor Change is similar in nature to a Substantially Consistent Change, except that Minor Changes are more visible to the general public and result in minor exterior changes to the Project aesthetics (e.g. site layout, location of uses, etc.). Within seven days of receipt of the notice, any member of the Planning Commission may request that the item(s) be reviewed by the Planning Commission to determine whether the proposed changes qualify as a Minor Change. If the Planning Commission does not request review, the Community Development Director or his/her designee shall act on Minor Changes administratively.

7.1.3 Major Changes are any modifications that Property Owner proposes to make to this CDP (including the Project Plans) that do not constitute Substantially Consistent Changes or Minor Changes. Major Changes are reviewed by the Planning Commission as a Regular Business item, and publicly noticed. Major Changes include, but are not limited to, significant changes to the exterior appearance of the buildings or appearance of the Property, changes to the project plans (e.g. site access, roadway and pedestrian/bicycle infrastructure design, etc.), which are determined by the Community Development Director (in his/her reasonable discretion) to not constitute Substantially Consistent Changes or Minor Changes to the Conceptual Plans and this CDP. The Planning Commission's decision shall be based on the determination that the proposed modification is compatible with other building and design elements or onsite/offsite improvements of the Project and would not have an adverse impact on safety and/or the character and aesthetics of the Project Site. Planning Commission decisions on Major Changes may be appealed to the City Council in which case the City Council shall have final authority to approve Major Changes.

7.1.4 Architectural Control Plans (ACPs) for future buildings and site features (e.g. publicly accessible open space, bike/ped paths) are required for each individual building/site. The Planning Commission shall review the ACPs through an architectural control application. The Applicant is required to submit an architectural control application and pay all applicable fees for the Planning Division's review of the proposed ACPs, subject to review and approval by the Planning Commission. The Planning Commission's action will be based on substantial conformance with this CDP, the Design Standards (which may be modified as part of the ACP process with Planning Commission approval of a use permit), and the required findings for architectural control, as enumerated in Chapter 16.68.020 (Architectural Control) of the Zoning Ordinance.

7.1.5 Amendments to this CDP (including the Project Plans) that involve material relaxation of the development standards identified in Section 2, material changes to the uses identified in Section 3, exceedance of the signage maximum square footages identified in the Master Sign Program pursuant to Section 5 (which shall only require approval by the Planning Commission but subject to appeal to the City Council), or material modifications to the conditions of approval identified in Sections 10 through 21 (in each case, other than changes deemed to be Substantially Consistent Changes pursuant

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

to Section 7.1.1, Minor Changes pursuant to Section 7.1.2, or Major Changes pursuant to Section 7.1.3), constitute amendments to this CDP that require public hearings before the Planning Commission and City Council. Such revisions might also require modifications to the Project Plans and/or Parkline Development Agreement. Any application for amendment to the CDP shall be made by the Applicant or the Property Owner, in writing with all applicable plans and payment of applicable processing fees, to the Planning Division for review and recommendation by the Planning Commission at a public hearing. The Planning Commission shall forward its recommendation to the City Council for action on proposed amendment(s) to the CDP.

8 TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN

8.1 The Applicant shall implement the Parkline Transportation Demand Management (TDM) Plan (Exhibit 5).

8.1.1 Trip reductions: The Project shall reduce project trips a minimum of 35 percent below the gross Institute of Traffic Engineers (ITE) Trip Generation Rates for all residential (except detached dwelling units) and non-residential components of the Project per the requirements of MPMC 16.35.70.

8.1.2 Monitoring: The Applicant or other responsible party (e.g., homeowner's association) shall comply with the Parkline TDM Monitoring Plan (Exhibit 6), which requires annual monitoring. The Applicant or other responsible party shall document compliance with the trip reduction requirements of this CDP through the TDM Monitoring Plan in Exhibit 6.

9. CONSTRUCTION PERMITS SEQUENCING:

9.1. The Applicant prepared conceptual phasing plans as part of the Conceptual Plans and Vesting Tentative Map. Those plans include a phased approach consisting of Phase 1A, Phase 1B (Phase 1A and 1B are collectively referred to as Phase 1 in the vesting tentative map), Phase 2, and Phase 3. The Project conditions reference these phases; however, at the election of the Applicant or Property Owner and upon approval of the City's Public Works and Community Development Directors, the specific construction phasing may be modified, provided all required infrastructure to serve each building is reviewed and approved by the City prior to building permit issuance and constructed prior to the granting of the first certificate of occupancy for any building within a particular phase. Further, any modifications to the phasing shall comply with the requirements set forth in the Development Agreement for the Project. This CDP generally references specific buildings but when a broader phase is referenced as the timing for a condition, the requirement shall need to be met prior to the granting of the first certificate of occupancy within that phase.

9.2. Site improvement plans shall be designed in conformance with the improvement plans identified as part of the Vesting Tentative Map and future final maps, as such maps may be amended or modified from time to time subject to approval of the Public Works Director.

9.3. Site improvement plans and non-vertical construction building permits are to be prepared as independent permit plan sets (i.e., building permits and/or

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

encroachment permits) in the following formats, subject to modifications at the sole discretion of the Building Official:

1. Demolition Plans of Existing Buildings – separate permit is required for each building
2. Demolition of Existing Underground Infrastructure – separate permit is required for each parcel
3. Grading Plans – separate permit is required for each parcel
4. Off-Site Civil improvements – e.g., streets, utilities and streetscape improvements (Encroachment permit through Public Works)
5. On-Site Civil improvements – e.g., sanitary sewer, water mains, storm drain system, roadways. Separate permit is required for each phase. The grading plans can be included as part of this permit. (Building permit through Building Division.) All easements associated with the infrastructure shall be created and recorded before issuance of the permits for on-site civil improvements and shall be coordinated between the on-site civil improvement plans and final map.

9.4. The building permits for the demolition of the existing buildings by phase are required to receive an approved final inspection prior to the issuance of the building permit or encroachment permit for the grading or on-site civil improvements for such phase.

9.5. Prior to issuance of any building permits for vertical construction, the parcelization to create buildable parcels shall be completed for the affected parcel(s), subject to approval of the Public Works Director and the MPFPD. Temporary improvements, e.g., roadways and utilities, to enable vertical construction may be allowed subject to the review and approval of the Community Development and Public Works Directors. All required utilities and access improvements shall be completed prior to the granting of the first occupancy.

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

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

10. PROJECT SPECIFIC CONDITIONS – MITIGATION MEASURES

10.1. The Applicant shall comply with all mitigation measures identified in the certified EIR and the associated Mitigation Monitoring and Reporting Program (MMRP) for the Project attached hereto as Exhibit 7.

11. **PROJECT SPECIFIC CONDITIONS – GENERAL**

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

11.1. The following project specific conditions generally apply to every building permit and construction phase unless a specific building or phase is identified. Each subsequent permit shall be reviewed by the Community Development and Public Works Departments for compliance with these conditions prior to building permit issuance. Compliance shall be documented by the Applicant in the appropriate form as determined by the applicable City Department or Division.

11.2. Architectural Control Plan Approval: Per Section 7.1.4, an Applicant shall submit for individual parcels, phases or defined areas of the Project Site, as determined by the Community Development Director, complete ACPs in accordance with MPMC Section 16.68.020 and materially consistent with the vision and design intent conveyed by the Conceptual Plans and the Design Standards. Through the ACP review process the Applicant may request project modifications subject to the use permit process or otherwise in accordance with Section 7 herein. Approval of the Architectural Control Plans is a prerequisite to building permit issuance.

11.3. Restrictive Covenant: Pursuant to MPMC 16.35.055, the Applicant shall record a restrictive covenant against all project parcels to ensure development on all project parcels in the aggregate does not exceed what would be allowed if each parcel was developed individually.

11.4. Future Conditions: The City's Planning, Building, Engineering, and Transportation Divisions shall review each ACP for substantial conformance with this CDP. The City may impose additional conditions of approval related to building design or conditions necessary to ensure compliance with applicable Building Code, Municipal Code or health and safety regulations. Conditions within this CDP would continue to apply to all future ACPs and any future conditions shall be consistent with this CDP, the BMR Agreement, the Parkline Development Agreement, the MMRP, and Vesting Tentative Map for the Parkline Master Plan.

11.5. Below Market Rate Housing Agreement: Concurrently with the recordation of the Parkline Development Agreement and this CDP, the Applicant or Property Owner shall record the Parkline Project Wide Affordable Housing Agreement. Subsequent parcel or component specific BMR Regulatory Agreements shall be recorded prior to issuance of the first building permit for the associated vertical construction.

11.6. Outside Agency Compliance: Prior to approval of architectural control or site improvements permits, the Applicant or Property Owner shall obtain conditional approval from the Menlo Park Fire Protection District. Prior to issuance of each building permit, the Applicant or Property Owner shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the Project. Documentation of compliance shall be submitted to the Building Division prior to building permit issuance.

11.7. Condition Compliance: Prior to the issuance of each building permit, the Applicant shall submit documentation of compliance with all conditions of approval on the plans or in supporting documents for review and approval of the Public Works and Community Development Departments. Any request for a modification in the timing of a specific condition shall be made in writing with a detailed explanation and requested alternative timing to the Community Development Director for review based on conformance with Section 7 (Changes) of this CDP.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

11.8. Fees: All outstanding and applicable fees associated with the processing of this Project shall be paid prior to the issuance of any building permit for the Project except as otherwise set forth in the Development Agreement or in accordance with applicable law.

11.9. Site Upkeep: Applicant or Property Owners shall keep their respective properties on the Project Site in a clean and sanitary condition at all times, maintain its site in a fashion that does not constitute a public nuisance and that does not violate any provision of the MPMC.

11.10. Truck Route Plan: The Applicant shall submit a truck route plan concurrent with the building permit application for each phase of construction based on the City's municipal code requirements, for review and approval by the Transportation Division. The Applicant shall also submit a permit application and pay applicable fees relating to the truck route plan, to the satisfaction of the Public Works Director.

11.11. Traffic Control, Parking, and Construction Staging: Prior to issuance of any building permit and within each construction phase, the Applicant shall submit plans for construction related parking management, construction staging, material storage and Traffic Control Handling Plan (TCHP) to be reviewed and approved by the Public Works Director. The Applicant shall secure adequate parking for any and all construction trades. The TCHP shall include construction phasing and anticipated method of traffic handling for each Phase. Accessible temporary pedestrian and bicycle pathways along the Project's frontage shall be provided and maintained during all construction Phases, consistent with the requirements of Item 11.25 regarding compliance with the California Building Code.

11.12. Water Efficient Landscape Ordinance: Simultaneous with the submittal of each complete building permit application, the Applicant shall document compliance with the City's Water Efficient Landscaping Ordinance (MPMC Chapter 12.44). Submittal of a detailed landscape plan is required concurrently with the submittal of each complete building permit application and subject to review and approval of the Engineering Division. Prior to each building permit final inspection or granting of first certificate of occupancy, the Applicant shall submit a landscape audit report.

11.13. Landscape Screening: Landscaping shall screen all public utility equipment that is installed within the public and private rights-of-way and cannot be placed underground, subject, however, to the requirements of the Menlo Park Fire Protection District, the West Bay Sanitary District, PG&E, and any other applicable agencies regarding utility clearances and screening. The improvement plans and/or building permits shall depict new utility installations, exact locations of any meters, back flow prevention devices, transformers, junction boxes, relay boxes and other equipment boxes installed within the public right of way or public easement area in the event said above ground utility installations are depicted within the improvement plans and/or building permits. The screening shall be compatible and unobtrusive and subject to the review and approval of the Planning Division prior to issuance of applicable permits.

11.14. Hydrology Report: Simultaneous with the submittal of each complete building permit application, the Applicant's design professional shall evaluate the Project's impact to

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

the City's storm drainage system and prepare a Hydrology Report to the satisfaction of the Public Works Director, or designee. Post-construction runoff into the storm drain system shall not exceed pre-construction runoff levels.

11.15. Stormwater Management Report: Simultaneous with the submittal of each complete building permit application, the Applicant shall submit a Storm Water Management Report that meets the requirements of the San Mateo County's C.3 Stormwater Technical Guidance Manual for review and approval of the City's Engineering Division.

11.16. Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality, in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP).

11.17. Grading and Drainage: Prior to any building permit issuance, the Applicant shall submit an applicable Grading and Drainage Plan for review and approval. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. A Hydrology Report shall be required to the satisfaction of the Engineering Division. Slopes for the first 10 feet perpendicular to the structure must be a minimum of 5% for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.3.

11.18. Discharges from the garage ramp and parking garages are not allowed into the storm drain system. Discharge shall be treated with an oil/water separator and shall connect to the sanitary sewer system. This will require a permit from West Bay Sanitary District.

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

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

11.19.2. Heritage Tree Removals: The City Arborist issued an intent to conditionally approve the removal of 264 heritage trees (HTR2022-00175) at the Project Site for development (202 trees) and non-development (62 trees) (i.e., declining health, invasiveness, etc.) related reasons, as determined by the Project Arborist, described in the Project Arborist Report (Exhibit 8) and as shown in the Tree Disposition Plans (Sheets G2.01 – G2.02.6).

11.19.3. Additional Review of Specific Heritage Tree Removals: As a condition of HTR2022-00175, additional review and determination by the City Arborist shall be required for 48 trees in close proximity to building footprints and other improvements identified in the Conceptual Plans. These trees are listed in the Project Arborist Report (Exhibit 8) as "design conflict heritage abutting" and require further review. Concurrent with the submittal of each ACP or improvement plans (e.g. roadways, sidewalks, bicycle paths, street lights, utilities etc.), the Applicant shall submit an updated arborist report and tree preservation feasibility analysis for affected trees within the scope of each

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

permit application for review and determination by the City Arborist. The City Arborist shall then make a recommendation to the Planning Commission (for architectural control permits) or City Engineer/Public Works Director (for improvement plans) on whether to approve the heritage tree removals of require minor modifications to preserve the identified heritage trees.

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

11.19.5. Heritage Tree Replacements: A minimum value of $2,053,100 in heritage tree replacements is required for the Project Site. Please note that this value may change once the total number of trees is updated following the tree preservation feasibility analysis for each ACP application or improvement plans application. Heritage tree replacements shall be planted in a manner consistent with industry standards. The City and Applicant shall track the number, species, sizes, and locations of heritage tree replacements following the approved Tree Replacement Plan on Sheets G2.02.1 - G2.02.10. As a part of this plan, approximately 860 new trees are proposed to be planted. The Applicant shall submit a form of documentation to the City for the City Arborist and Planning Division’s review and acceptance (e.g., a tracking matrix) prior to the removal of the first heritage tree.

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

11.20. Shared Bicycle and Pedestrian Paths.

11.20.1. Ravenswood Avenue Multi-use Pathway and Laurel Street Multi-Use Pathways: Simultaneous with the submittal of a building permit application for Building R1 (Phase 1A) or Building R3 or TH2 (Phases 1B and 3), the Applicant shall submit complete plans for (i) the multi-use path along Ravenwood Avenue for the Phase 1A section up to 200 feet east of the intersection of the West Loop Driveway and Ravenswood Avenue, (ii) the full

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

length of Ravenswood Avenue and the portion along the Loop Road adjacent to the recreation area and Townhomes 2, and (iii) the shared multi-use pathways between the R1 and R2 buildings and the R2 building and Townhomes 1. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, and tree protection requirements. The plans are subject to review and approval by the City and shall be consistent with the Conceptual Plans for the Master Plan. The Applicant shall construct the Phase 1A improvements (Ravenswood partial pathway improvements) prior to the first occupancy of Building R1 or R2, whichever comes first. The Applicant shall construct the remaining improvements (i.e., the rest of the Ravenswood Multi-Use Pathway prior to occupancy of the R3 building or Townhomes 2, whichever comes first. The multi-use pathway between R1 and R2 shall be constructed prior to the first certificate of occupancy of Building R1 or R2, whichever comes first. The multi-use pathway between R2 and Townhomes 1 shall be constructed prior to the first certificate of occupancy of R2.

11.20.2. Laurel Street Pedestrian Pathway: Simultaneous with the submittal of a first building permit application for either Building R1 or R2 (Phase 1A), the Applicant shall submit complete plans for the pathway along Laurel Street for the entire length of the Laurel Street frontage of the Project Site. Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, and tree protection requirements. The plans are subject to review and approval by the City and shall be consistent with the Conceptual Plans for the Master Plan. The Applicant shall complete the construction of the improvements as follows:

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

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

11.20.3. On-site Multi-use Pathways: The Applicant shall construct the shared bicycle and pedestrian connection between R1 and R2 buildings prior to

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

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

11.21. Title 12 Compliance: Simultaneous with the submittal of each complete building permit application, the Applicant shall submit plans to the Building Division verifying that the project complies with all applicable MPMC Title 12 (Buildings and Construction) requirements for review and approval of the Building Division.

11.22. Construction Fencing: The Applicant shall submit a plan for construction safety fencing around the periphery of the construction area or the periphery of the Project Site as part of each building permit application for each respective building, parcel or phase, and shall include the installation of Temporary Noise Abatement sound barriers consistent with Mitigation Measures NOI-1.1, NOI-1.2 and/or NOI-1.3. The fences shall be installed according to the plan prior to commencing construction for each individual building permit. The plan shall be reviewed and approved by the Building and Planning Divisions prior to issuance of a building permit.

11.23. Vapor Intrusion Mitigation Plan (VIMP") if required by HAZ 2.4, VIMP plans shall be incorporated for "reference only" into applicable building permit plan sets. The purpose of the VIMP is to identify the measures that will be implemented to effectively eliminate potential vapor intrusion concerns into future buildings. The VIMP systems shall be determined with concurrence, approval, and oversight from the appropriate regulatory agency prior to the issuance of building permits. Documentation of such review and approval shall be provided to the Building Division prior to building permit issuance.

11.24. Salvaging and Recycling of Construction and Demolition Debris: For each building, the Applicant shall comply with the requirements of MPMC Chapter 12.48 (Salvaging and Recycling of Construction and Demolition Debris), which compliance shall be subject to review and approval by the Building Division.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

11.25. Building Codes Compliance: The Project is subject to the California Building Code (CBC), the California Building Standards Code and any adopted Reach Codes and/or local building code amendments in effect at the time of each complete building permit application submittal, unless otherwise regulated by the Development Agreement and this CDP.

11.26. All new buildings shall be all-electric without the use of natural gas for heating/cooling. Emergency generators may use diesel fuel.

11.27. CalGreen Compliance: The Project is subject to the California Green Building Standards Code (CalGreen) and any local amendments to the Code in effect at the time of submittal of each complete building permit application, unless otherwise regulated by the Development Agreement, this CDP, and applicable law.

11.28. Unit plans: Each complete building permit application that includes residential units shall include all unit plans to be fully drawn and detailed including mirrored plans. Further, all residential building plans are required to include drawings for mirrored units including structural, mechanical, electrical, and plumbing plan sheets.

11.29. Deferred submittals: All deferred submittals other than trusses are to be approved by the Building Official or their designee prior to submittal of each complete building permit application.

11.30. Electric Vehicle Space: Each complete building permit application shall include construction documents needed to identify the location of electric vehicle (EV) spaces per the CalGreen code and any local amendments in effect at the time of submittal of a complete building permit application unless otherwise regulated by the Development Agreement and this CDP.

11.31. Pedestrian Protection: Each complete building permit application shall include pedestrian protection along the public right-of-way with sidewalks, as required per Section 3306 of the CBC or the comparable section of the CBC in effect at the time of submittal of a complete building permit application.

11.32. Adjoining Properties: Each complete building permit application shall include details regarding protection of adjoining property, as required per Section 3307 of the 2022 CBC or the comparable section of the CBC in effect at the time of submittal of each complete building permit application.

11.33. Sanitary Sewer: Each complete building permit application shall include details demonstrating that all sanitary sewer lines will gravity feed to the sewer mains in the public right-of-way unless otherwise approved by the Building Official or their designee.

11.34. Simultaneous with the submittal of each complete building permit application, the Applicant shall submit plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and sedimentation control, 5) tree protection fencing, 6) construction vehicle parking, and construction traffic to avoid the use of adjacent private property as an access point to the Project Site during construction. The plans shall be subject to review by the Engineering, Planning, and Building Divisions and the City's Building Official or their

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

designee shall approve the Plans subject to input by City staff. The safety fences, dust and air pollution control measures, erosion and sedimentation control measures, and tree protection measures shall be installed according to the approved plan prior to commencing construction and implemented throughout the duration of construction at the project site.

11.35. Erosion Control: Simultaneous with the submittal of a complete building permit application for each phase or building, the Applicant shall submit plans that include proposed measures to prevent erosion and polluted runoff from all site conditions, subject to review and approval of the Building Division. During construction, if construction is not complete by the start of the wet season (October 1 through April 30), the Applicant shall implement a winterization program to minimize the potential for erosion and sedimentation. As appropriate to the site and status of construction, winterization requirements shall include inspecting/maintaining/cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing disturbed soils through temporary or permanent seeding, mulching, matting, tarping or other physical means; rocking unpaved vehicle access to limit dispersion of soil onto public right-of-way; regular street-sweeping of adjacent public right-of-way utilized as ingress and egress to the Project Site for construction related vehicles, and covering/tarping stored construction materials, fuels, and other chemicals. A site specific winterization plan implemented during construction would be subject to review by the Engineering, Building, and Planning Divisions and subject to approval by the Building Official or their designee with input from City staff. The winterization plan would be in addition to any required erosion control plan.

11.36. Stationary Noise Source Compliance Data (Non-roof mounted equipment): Concurrent with building permit submittal for each building, the Applicant shall provide a plan that details that all on-site stationary noise sources comply with the standards listed in MPMC Section 8.06.030. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance. Deferral to the core and shell/vertical construction phase may granted at the discretion of the Building Official.

11.37. Stationary Noise Source Compliance Data (Roof mounted equipment): Concurrent with building permit submittal for each building, the Applicant shall provide a plan that details that all roof-mounted stationary noise sources comply with the standards listed in MPMC Section 16.08.095. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance. Deferral to the core and shell/vertical construction phase may granted at the discretion of the Building Official.

11.38. Building Construction Street Impact Fee: Prior to issuance of each building permit or as otherwise allowed by applicable law, the Applicant shall pay the applicable Building Construction Street Impact Fee, to the satisfaction of the Public Works Director.

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

11.40. The Applicant shall provide an analysis of the detailed water system to ensure it meets MPMW and MPFPD requirements prior to approval of the first final map and associated subdivision improvement agreement. Any recommended modifications from the analysis would be required to be included in the on-site improvement plans for the Project.

11.41. Concurrent with the submittal of each final parcel map, the Applicant shall submit Covenants, Conditions and Restrictions (CC&R's) or other acceptable mechanism for the approval of the Public Works Director or designee and the City Attorney. The CC&R's or other acceptable mechanism shall be approved and recorded concurrently with the final parcel map. The CC&Rs or other acceptable mechanism shall include provisions regarding the allocation of features and requirements that are shared between parcels including, but not limited to the following: shared parking, shared access, joint use and maintenance of common facilities, storm drainage, and administration of the Transportation Demand Management (TDM) plan.

11.42. Driveway access from Laurel Street to Building R2 shall be limited to vehicles accessing the surface parking lot and vehicles entering the parking garage from Laurel Street. Vehicles exiting the surface parking lot may access Laurel Street; vehicles exiting the parking garage within Building R2 shall not be permitted to access Laurel Street, and instead shall be directed to the internal loop road to exit the Project Site along Ravenswood Avenue.

11.42.1. Up to five parking spaces for prospective tenants, designated as "Future Neighbor" as noted on sheet G4.01 located in the R2 garage but outside the secured parking area shall also be allowed to exit onto Laurel Street.

11.43. Waste Water Conveyance Improvements: Applicant shall comply with regulations of the West Bay Sanitary District that are directly applicable to the Project in the design and construction of wastewater conveyance improvements, and submit documentation to the Planning and Building Divisions prior to issuance of each building permit. The West Bay Sanitary District Improvements serving the Project Site will be depicted on the Parkline Improvement Plan set, subject to approval by West Bay Sanitary District.

11.44. Recycled Water Improvements: The Applicant shall install a recycled water main within the loop road in coordination with West Bay Sanitary District, dedicate an easement to West Bay Sanitary District to operate, maintain, repair and replace the facilities, and provide documentation of completion/acceptance to the Public Works Director. The recycled water main shall include connections to Laurel Street, Burgess Drive, and Middlefield Road (at Ringwood Avenue). The recycled water infrastructure will enable the future use of recycled water within the project site and the project vicinity.

11.45. All existing overhead utility lines within the Project Site and public right of way that is included in a given phase of development shall be undergrounded as part of that phase. The undergrounding work for each phase shall be completed prior to obtaining the first certificate of occupancy for the first building in any phase where the undergrounding work is being performed.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

11.46. All proposed private easements shall be recorded with the County of San Mateo prior to the granting of the first certificate of occupancy for the associated building permit.

11.47. The Applicant shall retain a civil engineer to prepare “as-built” or “record” drawings of public improvements. These drawings shall be submitted in both AutoCAD and Adobe PDF formats to the Engineering Division prior to issuance of the final certificate of occupancy for each phase (1A, 1B, and future non-residential phases).

11.48. During the design phase of the construction drawings, all potential utility conflicts shall be potholed with actual depths recorded on the improvement plans submitted for City review and approval.

11.49. Lighting: The plan for streetlight installation shall be consistent with City standard details, subject to review and approval of the Public Works Director or their designee. The lighting levels for roadway and walkway lighting shall be consistent with the Illuminating Engineering Society (IES) roadway and walkway lighting standards using illuminance values based on location and adjacent uses or other appropriate City standards in place at the time of building permit submittal for the first phase. The street light locations shall be free from obstructions from tree canopies.

11.50. Emergency Generators: Generator size, type, and locations shall be substantially in conformance with the Project Plans and supporting documents and shall be reviewed prior to building permit issuance to ensure compliance with the requirements, as applicable, of the San Mateo County Environmental Health Services Division, Menlo Park Fire Protection District, West Bay Sanitary District, and the City of Menlo Park Building and Planning Divisions.

12. Ongoing Compliance Monitoring

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

components are subdivided as for-sale units through the VTM, then the monitoring requirement shall not apply to the for-sale units.

12.2. Long-term Maintenance Provisions

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

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

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

12.3. Maintenance Obligations

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

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

12.3.3. Owners' Association: Prior to the granting of the first certificate of occupancy for the first building, an Owners' Association shall be formed for purposes of maintaining the improvements identified in12.3.1 and the other items listed below. The association may be modified to confirm responsibility to subsequent Owners' Associations. Following its formation, and subject to any transition periods established therein, the Owners' Association shall be responsible for maintaining the items listed in 12.3.1 for the life of the Project in accordance with the standards submitted in conjunction with the review and approval of the Site Improvement Plans.

12.3.4. All other utilities: For all other utilities, including but not limited to sanitary sewer, recycled water, and telecommunication infrastructure, the Applicant shall coordinate with the respective utility providers to determine ownership and maintenance obligations. This includes coordination with West Bay Sanitary District (WBSD) for sanitary sewer and recycled water systems.

12.3.5. City shall cooperate with Applicant in implementing all of the conditions of this CDP, including to alter responsibility for ongoing maintenance and compliance obligations as necessary (e.g., alter responsibilities between Applicant, Property Owner, Owners' Association).

12.4. Power and Communications Requirements: The Applicant or Property Owner shall comply with all regulations of PG&E and other applicable communication providers (e.g., AT&T and Comcast) that are directly applicable to the Project.

12.5. Public Open Space Access: Prior to building permit issuance for any given building or parcel, the Applicant shall submit a plat and legal description and proposed form of irrevocable easement agreement for public utilization of the Publicly Accessible Open Space associated with that building or parcel to the satisfaction of the Public

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Works Director and City Attorney. The form of irrevocable easement shall ensure, to the reasonable satisfaction of the City, that the Applicant has reasonable control over the Publicly Accessible Open Space and that the Publicly Accessible Open Space is accessible to the general public, in perpetuity during reasonable hours of each day of the week and at a minimum from sunrise to 30 minutes after sunset in compliance with Section 8.28.133 of the Municipal Code, except as otherwise provided in the Open Space Operating Rules to be prepared in accordance with Section 15. Publicly accessible open space and frontage landscaping that is part of each parcel, and identified in the ACP, shall be open prior to the first certificate of occupancy.

12.5.1. The irrevocable easement agreement requires City Manager approval and shall be recorded with the County of San Mateo prior to granting of the first certificates of occupancy for the building(s) or units served by or adjacent to such Publicly Accessible Open Space. For clarity, nothing in this section shall require the recordation of a public access easement over any area that has not yet been constructed or made available for public access, or that is subject to active construction or City-approved temporary closure.

12.5.2. Signage for Publicly accessible open space shall be consistent with City standards and any Master Sign Program for the project.

12.6. Generator Screening: To the extent generators are placed on the exterior of the buildings, the Applicant shall screen all generators prior to the first certificate of occupancy for each building, in accordance with the Design Standards and to the satisfaction of the Planning Division. Screening shall be to the height of the generator and enclose all four sides of the generator. Buildings may be used for all or part of the enclosure.

12.7. Refuse and Recyclables: The Project shall comply with MPMC Section 16.35.110, the City's implementing regulations and the Design Standards. Documentation of preliminary compliance shall be submitted with each ACP and confirmed prior to issuance of each applicable building permit, subject to review and approval of the Sustainability and Planning Divisions. Ongoing compliance shall be demonstrated by Applicant or Owner's Association through zero waste assessments and established benchmarks for waste reduction as part of the City's implementing guidelines, subject to review and approval of the Sustainability Division.

12.7.1. All garbage bins and carts shall be located within a trash enclosure that meets the requirements of the solid waste disposal provider, and the City Public Works Department and Planning Division for the lifetime of the Project. If additional trash enclosures are required to address the on-site trash bin and cart storage requirements of the Project, a complete building permit submittal shall be submitted inclusive of detailed plans, already approved by the solid waste disposal provider, for review and approval of the Planning Division and the Public Works Department prior to each building permit issuance.

12.7.2. Concurrent with the submittal of each complete building permit application that requires waste and recycling collection services, the Applicant shall provide documentation of approval of the refuse and recycling locations by the City's waste and recycling provider (e.g. Recology), subject to review and approval of the Sustainability and Planning Divisions.

12.7.3. All garbage and recycling bins located outside buildings shall include a cover to reduce windborne refuse. The covers may be full or partial, provided that

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

refuse cannot become windborne from the receptacle, subject to review and approval by the Planning and Sustainability Divisions. All exterior garbage and recycling bins shall be frequently emptied on a routine schedule to reduce the possibility of overflowing refuse.

12.8. Construction Hours: Construction activities may take place outside of the typical construction hours of 8:00 a.m. to 6:00 p.m. Monday through Friday, provided the construction activities comply with the noise limitations set forth in MPMC Chapter 8.06 (Noise) and the MMRP, unless determined by the Building and Planning Divisions that an exception for specific activities is necessary (e.g. offsite evening/night work or other on-site activities that cannot occur during the typical construction hours). Prior to the issuance of a building permit for each individual phase, the Applicant shall submit a construction work plan and acoustical analysis to the City documenting the expected work hours and compliance with the MPMC Chapter 8.06 (Noise), the MMRP, and any noise ordinance exceptions subject to review and approval of the Building and Planning Divisions.

12.9. Diesel Generators: Except as provided for in Section 3 of this CDP, any additional diesel generators require review and approval of an administrative permit per the requirements of the MPMC.

12.10. EPA Energy Star Portfolio Manager: Consistent with MPMC 16.35.110, simultaneous with the submittal of each building permit application for buildings greater than 10,000 square feet, the Applicant shall enroll in EPA Energy Star Building Portfolio Manager. Prior to issuance of the building permit, the Applicant shall submit documentation showing compliance to the satisfaction of the Planning and Building Divisions. This requirement does not apply to any of the townhome buildings that are less than 10,000 square feet in size.

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

12.11.1. On-site energy generation;

12.11.2. Purchase of 100% renewable electricity through Peninsula Clean Energy or Pacific Gas and Electric Company in an amount equal to the annual energy demand of the project;

12.11.3. Purchase and installation of local renewable energy generation within the City of Menlo Park in an amount equal to the annual energy demand of the project;

12.11.4. Purchase of certified renewable energy credits and/or certified renewable energy offsets annually in an amount equal to the annual energy demand of the project.

12.11.5. Following issuance of the final occupancy permit for each Project phase or building, the Applicant or applicable Owner's Association shall submit an annual report on January 1st of every year demonstrating that tenants and

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

occupants of all buildings that have received final inspection on site, purchased or used 100% renewable energy or otherwise complied with MPMC Section 16.35.110(2) to the Community Development Director or their designee for their review and approval. The Applicant may submit documentation to the City prior to the granting of the first occupancy for each Project phase or building documenting that the amount of on-site or off-site renewable energy generation would, at a minimum, equal the estimated amount of non-renewable energy used at the project site. The report may be submitted in lieu of annual monitoring, subject to review and approval of the Community Development Director with input from the Building, Planning, and Sustainability Divisions, as applicable. . If additional generators are added through the appropriate permitting process after submittal of the report, the report shall be updated to include the additional generator and submitted one time on January 1st the year following the installation of the generator.

13 OFF SITE IMPROVEMENTS

13.1 Project Frontage Improvements

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

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

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

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

13.1.2.1 Frontage improvements associated with Phase 1A from the conceptual phasing plan in the Master Plan and VTM (proximate to Building R1) shall cover approximately 800 feet, including intersection

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

upgrades at Ravenswood Avenue and Laurel Street (excluding the Middlefield Rd./Ravenswood Ave. intersection). These improvements shall include utility connections (three fire hydrants, joint trench connection at the Loop Road drive approach), two new drive approaches, new curb, gutter, and sidewalk, a new crosswalk at Pine Street, a 3" grind and overlay (curb to curb) across approximately 800 feet, restriping, and new street lighting. These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for Building R1 or R2, whichever comes first.

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

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

13.1.4 General Frontage Improvement Requirements:

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

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

13.2 Off-site and Frontage Improvements General: Prior to submitting for the first final map for any given phase, the Applicant shall submit engineered Off-Site

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Improvement Plans (including specifications and engineers' cost estimates) for approval by the Engineering Division, showing the infrastructure necessary to serve such phase.

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

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

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

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

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

13.4 TIF In Lieu Improvements:

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

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

improvements prior to first occupancy of the Building R3, TH 2 or the first office building, whichever comes first.

13.5 Non-TIF intersection improvements

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

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

13.6 Other off-site improvements

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

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

14. ON-SITE IMPROVEMENTS (BACKBONE INFRASTRUCTURE)

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

14.1.1 Improvement plans shall include, at a minimum, specifications, engineer's cost estimates (as necessary for public improvements), and all engineering

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

- Existing Topography (NAVD 88')
- Demolition Plan (if necessary)
- Site Plan (including easement dedications, if applicable)
- Construction Parking Plan
- Grading and Drainage Plan
- Utility Plan
- Off-site Improvement Plan
- Erosion Control Plan
- Tree Protection Plan
- Planting and Irrigation Plan
- Construction Details (including references to City Standards and civil details)

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

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

14.2.1.1 Demolition and Site Preparation:

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

14.2.1.2 Onsite Improvements:

- The Loop Road shall be constructed running through the site between Buildings R1/R2, the future TH1 site, and Buildings P, extending to Buildings S and T. Surface improvements, including an interim parking lot, utility installation, and

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

stormwater control (C.3 bioretention basin southeast of TH1), shall also be included in Phase 1A.

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

14.2.2.1 Onsite Improvements:

- The Loop Road shall be extended to Lot 9, Lot 8, and Lot 7, connecting to Ravenswood Avenue at two locations and Ringwood Avenue via existing 30' IEE and PUE. All necessary surface improvements and utilities shall be constructed as part of this phase.
- Internal infrastructure (EVAE, PAE, PSE) shall be constructed to service all associated lots within this phase, except for the non-residential components.

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

14.2.3.1 Onsite Improvements:

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

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

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

16. GENERAL CONDITIONS

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

16.1 City Fees: Applicant shall pay all outstanding fees associated with processing any application upon receipt of the final invoice. Prior to future building permit issuance or such later date as required by applicable law, the Applicant shall pay all applicable Public Works and Community Development fees in accordance with the City's Master Fee Schedule.

16.2 School Impact Fee: Prior to issuance of each building permit, the Property Owner shall pay the applicable School Impact Fee for the building in effect at the time of payment and submit documentation of payment to the Building Division prior to issuance of each building permit.

16.3 Menlo Park Municipal Water: The Property Owner shall comply with all requirements of Menlo Park Municipal Water that are directly applicable to the Project and document compliance prior to issuance of each building permit.

16.4 Leadership in Energy and Environmental Design: The Applicant shall design and certify buildings greater than 25,000 square feet in size for LEED Gold and buildings between 10,000 and 25,000 square feet in size for LEED Silver, in accordance with Zoning Table 16.35.110(2)(B). Buildings on the Project Site of less than 10,000 sf would not be certified under LEED. Each building shall be certified within one year of first Certificate of Occupancy and documentation shall be provided to the Planning Division. At its discretion, the Applicant may certify buildings less than 25,000 square feet in size for LEED Gold. The Applicant shall not use an equivalency process and all applicable buildings must be LEED certified.

16.5 The City has approved this CDP in conjunction with a Development Agreement. During the term of the Development Agreement, this CDP shall be subject to the terms and conditions of the Development Agreement and, in the event of a conflict, the terms and conditions of the Development Agreement shall prevail.

16.6 Covenants Run with the Land: All of the conditions contained in this CDP shall run with the land comprising the Project Site and shall be binding upon, and shall inure to the benefit of the Applicant and its heirs, successors, assigns, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this CDP. Upon transfer, sale, or assignment of all or any portion of the Project Site, the Applicant shall be released from its obligations pursuant to this CDP with regard to the transferred, sold, or assigned property that arise or accrue subsequent to the effective date of the transfer, sale and/or assignment.

16.7 Severability: If any condition of this CDP, or any part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such condition, or part hereof, shall be deemed severable from the remaining conditions of this CDP and shall in no way affect the validity of the remaining conditions hereof. Notwithstanding the foregoing, in the event that any provision of this CDP is found to be unenforceable, void or voidable which materially impairs Applicant's ability to construct the Project, and Applicant has not undertaken

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

construction of any portion of the Project in reliance on this CDP, then Applicant may terminate this CDP upon providing written notice to the City.

16.8 Indemnification: The Applicant and successors and assigns shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval; provided, however, that the Applicant's or successors' and assigns' duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the Applicant and successor and assigns of any said claim, action, or proceeding and the City's full cooperation in the Applicant's or successors' or assigns' defense of said claims, actions or proceedings. In the event of a conflict between this indemnification language and the indemnification language included in the Development Agreement, the Development Agreement shall control. This indemnification language shall only control in the event the Development Agreement is no longer in effect.

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

EXHIBITS

Exhibit 1: Legal Description
Exhibit 2: Plat Map
Exhibit 3: Glossary of Supporting Documents
Exhibit 4: Design Standards (Staff Report Attachment M)
Exhibit 5: TDM Plan (Staff Report Attachment Y)
Exhibit 6: TDM Monitoring Plan (Staff Report Attachment Z)
Exhibit 7: Mitigation Monitoring and Reporting Program (Staff Report Attachment O)
Exhibit 8: Arborist Report (Staff Report Attachment Q)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT "1"
LEGAL DESCRIPTION
FOR: PLANNING PURPOSES

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

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 2;

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

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

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

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

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

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

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

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

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

CONTAINING 64.2286 ACRES, MORE OR LESS.

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

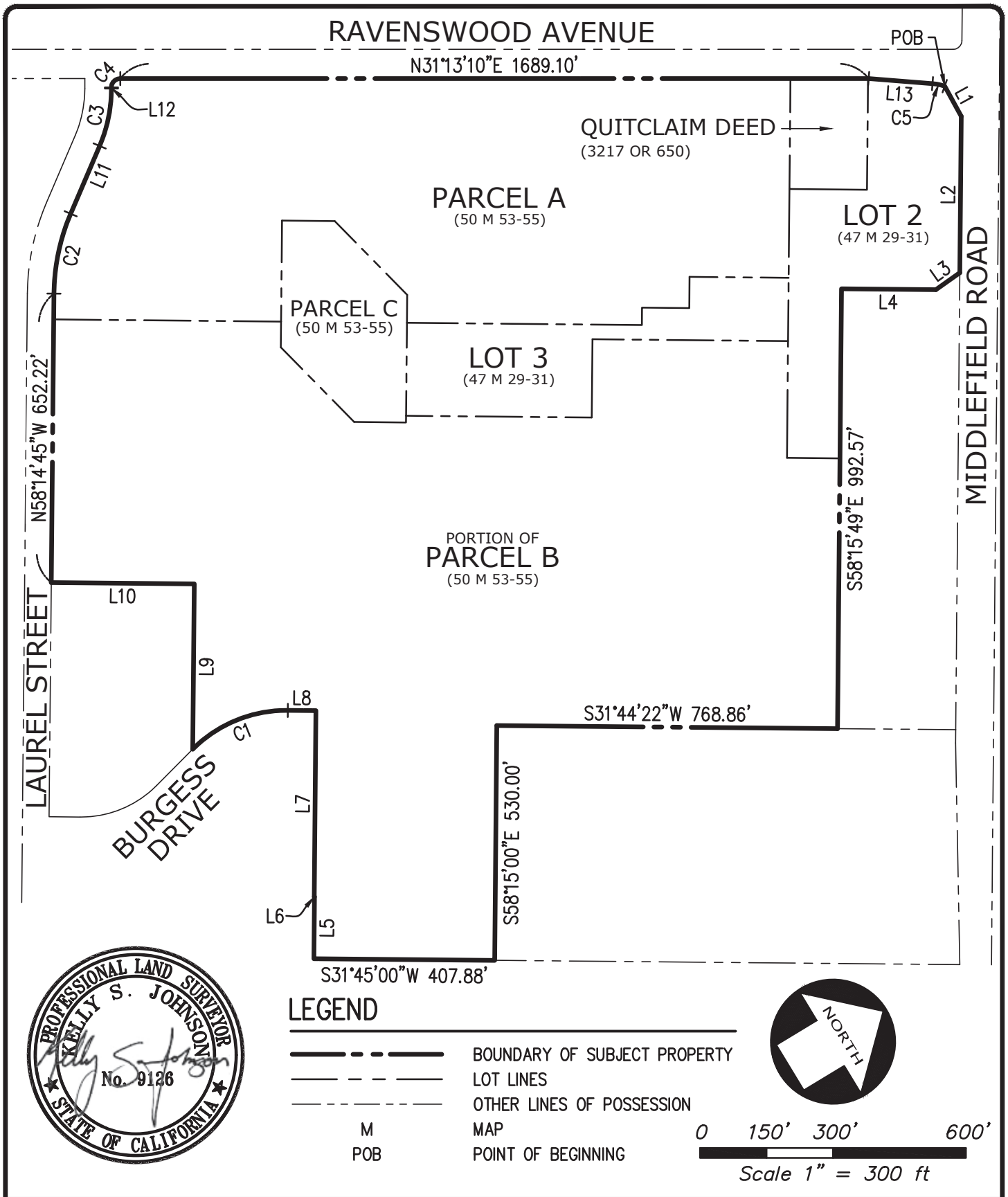
LEGAL DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

KELLY S. JOHNSON, LS 9126

PROFESSIONAL LAND SURVEYOR
KELLY S. JOHNSON
No. 9126
STATE OF CALIFORNIA

8/12/2025
DATE

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13



KIER+WRIGHT

3350 Scott Boulevard, Building 22
Santa Clara, California 95054
Phone: (408) 727-6665
www.kierwright.com

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EXHIBIT "2"
PLANNING PURPOSES

MENLO PARK, CALIFORNIA

DATE	AUG., 2025
SCALE	1" = 300'
BY	EK
JOB NO.	A20152-1
SHEET	1 OF 2

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

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EXHIBIT "B"
PLANNING PURPOSES

MENLO PARK, CALIFORNIA

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT 3

Glossary of Supporting Documents

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

Vesting Tentative Map (dated June 24, 2025)

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

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

Heritage Tree Removal Permit HTR2022-00175

Arborist Report (dated August 2025)

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

Parkline Phasing Plan Narrative (dated August 6, 2025)

Transportation Demand Management (TDM) Plan (dated August, 6 2025)

TDM Monitoring Plan (dated August 6, 2025)

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

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

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

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

Hazardous materials information forms and generator supplemental forms

Policy	Summary	Consistency Analysis
Policy LU 2.1 Neighborhood Compatibility	Ensure that new residential development possesses high-quality design that is compatible with the scale, look, and feel of the surrounding neighborhood and that respects the City's residential character.	• The project would adhere to extensive design standards outlined in the CDP and developed for the project
Policy LU 2.2 Open Space	Require accessible, attractive open space that is well maintained and uses sustainable practices and materials in all new multiple dwelling and mixed-use development.	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including a public park to be dedicated to the City) that would include areas for active and passive uses such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park. Programming for the public park would be developed through an outreach process
Policy LU 2.5 Below Market Rate Housing	Require residential developments of five or more units to comply with the provisions of the City's Below-Market Rate (BMR) Housing Program, including eligibility for increased density above the number of market rate dwellings otherwise permitted by the applicable zoning and other exceptions and incentives	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy LU 2.6 Underground Utilities	Require all electric and communications lines serving new development to be placed underground	• Electric and communication lines would be placed underground
Policy LU 2.9 Compatible Uses	Promote residential uses in mixed-use arrangements and the clustering of compatible uses such as employment centers, shopping areas, open space and parks, within easy walking and bicycling distance of each other and transit stops.	• The project would include a mix of uses (office/R&D and residential, with some retail/restaurant components) and is located in close proximity to downtown Menlo Park employment centers • The project would include 12 acres of publicly accessible open space and increase bicycle and pedestrian connections
Policy LU 4.4 Community Amenities	Require proposed development projects of a certain minimum scale to support and contribute to programs that benefit the community and the City, including education, transit, transportation, infrastructure, sustainability, neighborhood-serving amenities, child care, housing, job training, and meaningful employment for Menlo Park youth and adults	• The proposed project includes a development agreement which includes community benefits such as dedication of a public park, dedication of a parcel to an affordable housing developer for a 100% affordable building, publicly accessible event space and sustainability and transportation benefits, among others
Policy LU 4.7	Evaluate proposed development of a certain minimum scale for its potential	• The City prepared a fiscal impact analysis and supplemental memo to

Fiscal Impacts	fiscal impacts on the City and community	disclose the fiscal impacts of the proposed project on the City and special districts
Policy LU 6.2 Open Space in New Development	Require new nonresidential, mixed use, and multiple dwelling development of a certain minimum scale to provide ample open space in form of plazas, greens, community gardens, and parks whose frequent use is encouraged through thoughtful placement and design	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including the public park to be dedicated to the City) that would include areas such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park
Policy LU 6.4 Park and Recreational Land Dedication	Require new residential development to dedicate land, or pay fees in lieu thereof, for park and recreation purposes.	• The DA includes dedication of a park and payment of a rec in lieu fees
Policy LU 6.8 Landscaping in Development	Encourage extensive and appropriate landscaping in public and private development to maintain the City's tree canopy and to promote sustainability and healthy living, particularly through increased trees and water-efficient landscaping in large parking areas and in the public right-of-way.	• Approximately 336 heritage trees would be retained at the project site and 860 new trees would be planted • Including retained non-heritage trees, the site would contain a total of 1,392 trees
Policy LU 6.9 Pedestrian and Bicycle Facilities	Provide well-designed pedestrian and bicycle facilities for safe and convenient multi-modal activity through the use of access easements along linear parks or paseos	• The project would include new pedestrian and bicycle connections through the site and upgrades along the northern and southern boundaries of the site
Policy LU 7.1 Sustainability	Promote sustainable site planning, development, landscaping, and operational practices that conserve resources and minimize waste.	• The project would comply with the City's water efficient landscaping ordinance, CalGreen code requirements, and be designed to meet waste planning and LEED requirements per the C-1-S zoning district
Policy LU 7.5 Reclaimed Water Use	Implement use of adequately treated "reclaimed" water (recycled/non-potable water sources such as, graywater, blackwater, rainwater, stormwater, foundation drainage, etc.) through dual plumbing systems for outdoor and indoor uses, as feasible	• The proposed project would be dual plumbed for future use of recycled water • The development agreement includes future connections for recycled water
Policy LU 7.9 Green Building	Support sustainability and green building best practices through the orientation, design, and placement of buildings and facilities to optimize their energy efficiency in preparation of State zero-net energy requirements for residential construction in 2020 and commercial construction in 2030.	• The project would be designed to comply with the City's applicable LEED requirements; and would comply with the City's Green and Sustainable Building requirements

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Policy CIRC 2.11 Design of New Development	Require new development to incorporate design that prioritizes safe pedestrian and bicycle travel and accommodates senior citizens, people with mobility challenges, and children	• The project would install frontage improvements and Class I multi-modal bicycle and pedestrian paths along the northern and southern project boundaries, and Class IV bike lanes along the Laurel Street frontage • The project includes pedestrian paths through the site that would eventually connect to the Middle Ave. Caltrain undercrossing and other pedestrian improvements
Policy CIRC 2.14 Impacts of New Development	Require new development to mitigate its impacts on the safety (e.g., collision rates) and efficiency (e.g., vehicle miles traveled (VMT) per service population or other efficiency metric) of the circulation system. New development should minimize cut-through and high-speed vehicle traffic on residential streets; minimize the number of vehicle trips; provide appropriate bicycle, pedestrian, and transit connections, amenities and improvements in proportion with the scale of proposed projects; and facilitate appropriate or adequate response times and access for emergency vehicles.	• The EIR evaluated the project's potential impact on VMT and determined that its impact would be less than significant when mitigation measures were incorporated as part of project implementation • The project was designed to reduce cut through traffic through the alignment of driveways • The project would include publicly accessible pathways which would provide pedestrian access and improve pedestrian and bicycle infrastructure in the area • The project includes a transportation demand management (TDM) plan that would reduce project trips by 35% • The project would install frontage improvements to facilitate bike and pedestrian connections within the vicinity of the project site
Policy CIRC 6.3 Shuttle Service	Encourage increased shuttle service between employment centers and the Downtown Menlo Park Caltrain station.	• As part of the DA, the project would either make payments towards the City's shuttle or provide its own
Policy CIR 7.1 Parking and New Development	Ensure new development provides appropriate parking ratios, including application of appropriate minimum and/or maximum ratios, unbundling, shared parking, electric car charging, car sharing, and Green Trip Certified strategies to accommodate residents, employees, customers, and visitors	• The proposed project is consistent with the parking requirements in the proposed C-1-S zoning district as modified through the CDP • During the architectural control stage, staff would verify that the project provides sufficient EV charging facilities per the City's EV Charging Ordinance • Parking for the multi-family buildings would be unbundled and the 100% affordable building would share parking with non-residential components of the project
Policy H4.2 Housing to Address	Strive to provide opportunities for new housing development to meet the City's share of its Regional Housing Needs Allocation (RHNA). In doing so, it is the	• Project would provide 97 inclusionary housing units and up to 154 additional BMR units on a parcel to be dedicated to an affordable housing developer

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Local Housing Needs	City's intent to provide an adequate supply and variety of housing opportunities to meet the needs of Menlo Park's workforce and special needs populations, striving to match housing types, affordability and location, with household income, and addressing the housing needs of extremely low income persons, lower income families with children, shared housing and lower income seniors.	• Project would provide various types of units within the project including apartments of various sizes, attached townhomes and detached townhomes addressing housing needs for various types of households, which would contribute to the City's RHNA numbers
Policy H4.4 Variety of Housing Choices	Encourage well-designed residential mixed-use developments where residential use is appropriate to the setting. Encourage mixed-use development in proximity to transit and services, such as shopping centers, the C-4 district along Willow Road near the Willows neighborhood, properties zoned C-1, C-1-A, C-1-C, C-2 and C-2-A, C-2-B, C-2-S, and P, as well as near the downtown to support downtown businesses (consistent with the El Camino Real/Downtown Specific Plan).	• The project includes a mix of uses and a variety of housing types (attached and detached townhomes and apartments of various sizes • The project would provide housing near the Caltrain station and downtown Menlo Park
Policy H4.10 Preferences for Affordable and Moderate-Income Housing	Implement BMR and moderate-income housing preferences for people living or working in Menlo Park to the extent consistent with Fair Housing laws.	• To the extent consistent with State Law, the City is applying its BMR preferences to the project, consistent with this policy
Policy H4.11 Inclusionary Housing Approach	Require residential developments involving five (5) or more units to provide very low-, low- and moderate-income housing units. In-lieu fees are allowed but not encouraged.	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy H4.16 Neighborhood Responsibilities within Menlo Park	Seek ways specific to each neighborhood to provide additional housing as part of each neighborhood's fair share responsibility and commitment to help achieve community-wide housing goals.	• This project would bring 800 residential units near downtown

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF MENLO PARK AND LPGS MENLO, LLC FOR THE PARKLINE MASTER PLAN PROJECT

The City Council of the City of Menlo Park does hereby resolve as follows:

SECTION 1.
LPGS Menlo, LLC, a Delaware limited liability company ("Applicant"), owns and/or controls an equitable interest in an approximately 64.3 acre site, commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site").

SECTION 2.
The Applicant proposes to demolish 35 existing buildings and a church and associated multi-use building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a mix of uses consisting of non-residential office/R&D buildings of approximately 1,000,000 square feet (SF), inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project").

SECTION 3.
Pursuant to the requirements of Menlo Park Municipal Code Chapter 16.96 ("BMR Ordinance") and the Below Market Rate Program Guidelines ("Guidelines"), the City and Applicant have prepared that certain Parkline Project Wide Affordable Housing Agreement (the "BMR Agreement), for the Project by and between the City and Applicant, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, specifically including Exhibits C and D thereto, containing the form of Below Market Rate Housing Agreement and Declaration of Restrictive Covenants for BMR Rental Units and BMR Ownership Units, respectively.

SECTION 4.
On March 5, 2025, after a duly noticed public hearing, the Housing Commission recommended approval of the BMR Agreement. Thereafter, the Planning Commission reviewed the BMR Agreement at a duly and properly noticed public hearing held on August 25, 2025 and recommended that the City Council adopt this resolution and thereby approve the BMR Agreement. As part of its recommendation to the City Council, the Planning Commission determined that the BMR Agreement is consistent with the purpose of the City's BMR Housing Program, as stated in BMR Ordinance and Guidelines, which is to increase the housing supply for households that have extremely low, very low, low and moderate incomes compared to the median household income for San Mateo County. The Planning Commission also determined that the BMR Agreement is consistent with the primary objective of the BMR Housing Program, which is to create actual housing units.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

SECTION 5.
The City, as lead agency, prepared an Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the Project Site. On _____ __, 2025, by Resolution No. _____, the City Council certified the Final EIR, made certain findings, and adopted a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Plan, which Resolution together with the Final EIR are incorporated herein by reference. The City Council finds that the Project, inclusive of the BMR Agreement, is within the scope of the Final EIR.

SECTION 6.
The City Council held a duly and properly noticed public hearing related to the Project, including consideration of the BMR Agreement on _____, 2025. The City Council finds that the Project, as detailed in the BMR Agreement, will result in the construction of BMR units that exceed the requirements of the BMR Housing Program. As proposed and documented in the BMR Agreement, the Project will produce 800 housing units, 251 of which (or approximately 31%) are affordable, as opposed to 15% as required by the BMR Housing Program.

SECTION 7.
Based upon the above findings, the BMR Agreement for the Project is hereby approved. The City Council hereby authorizes the City Manager to execute the BMR Agreement in substantial conformance the BMR Agreement attached hereto and all documents required to implement the BMR Agreement on behalf of the City, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager in consultation with the City Attorney.

SECTION 8
If any section of this resolution, 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.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the _____ day of _____, 2025, 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 _____, 2025.

_____
Judi A. Herren, City Clerk

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Exhibits:

Exhibit No. 1 to Exhibit D - Parkline Project Wide Affordable Housing Agreement (Staff Report Attachment EE)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT

THIS PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT ("**Agreement**") is made as of this ____ day of _____, 202__, by and between LPGS Menlo, LLC, a Delaware limited liability company ("**Project Wide Developer**") and the City of Menlo Park, a California municipal corporation ("**City**") (each individually a "**Party**" and together the "**Parties**"), with reference to the following facts.

RECITALS

The following Recitals are a substantive part of and are hereby incorporated into this Agreement. For ease of reference, capitalized terms used within this Agreement are identified here, and if not otherwise defined, are defined in Section 1 of this Agreement.

A. SRI International, a 501 (c)(3) nonprofit scientific research institute ("**SRI**"), owns real property commonly known as 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Numbers 062-390-660; 062-390-670; 062-390-730; 062-390-760; and 062-390-780 (the "**SRI Property**").

B. SRI and Project Wide Developer have entered into that certain [Ground Lease Option Agreement] dated _____, 202__ ("**Ground Lease**"), regarding the SRI Property, but excepting therefrom that portion of the SRI Property encompassing existing buildings P, S and T, to be retained by SRI ("**Buildings PS&T Property**"). Hereinafter, the SRI Property, excepting therefrom the Buildings PS&T Property, shall be referred to as the "**Ground Lease Property**" and is more particularly described in **Exhibit A** attached hereto.

C. LPGS 201 Ravenswood, LLC, a Delaware limited liability company, an affiliate of Project Wide Developer, also owns real property adjacent to the Ground Lease Property commonly known as 201 Ravenswood Avenue in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Number 062-390-050, and more particularly described on **Exhibit B** attached hereto ("**Developer Property**").

D. Hereinafter, the Ground Lease Property and Developer Property shall be referred

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

to herein as the "**Property**", as more particularly described in **Exhibit A** and **Exhibit B** attached hereto. This Parties hereby agree and acknowledge that this Agreement relates to and shall encumber the Property.

E. Development of the Property is governed by, among other items, Menlo Park Municipal Code Chapter 16.96 ("**BMR Ordinance**") and the Below Market Rate Housing Program Guidelines ("**Guidelines**").

F. Project Wide Developer applied to City requesting an amendment to the General Plan ("General Plan") land use element, amendment to the zoning ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, amendment to the zoning map to apply the newly added C-1-S zoning to the Property, rezoning the Property to add a Conditional Development ("X") Combining District, and approval of a conditional development permit ("CDP"), below market rate ("BMR") housing agreement, vesting tentative map ("VTM") to subdivide the Property into thirty seven (37) separate legal parcels, and Development Agreement (collectively, the "**Project Approvals**"), to redevelop the Property with: (i) construction of five new office/R&D buildings of approximately 1,051,600 square feet (SF) and one new amenity building of approximately 40,000 SF to replace 35 buildings of approximately the same amount of square footage combined (i.e. 1,093,602 SF) on the Ground Lease Property to be demolished, along with a church and associated facilities on the Developer Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; (iii) provision of approximately 3,719 parking spaces (surface spaces and within three parking garages); (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping ("**Project**").

G. On March 5, 2025, after a duly noticed public hearing, the Housing Commission recommended approval of this Agreement. On _____, 2025, after a duly noticed public hearing, the Planning Commission recommended approval of the Project Approvals, inclusive of this Agreement. On _____, 2025, after a duly noticed public hearing, and on the recommendation of the Housing Commission and the Planning Commission, the City Council certified the environmental impact report for the Project and approved the Project Approvals, inclusive of this Agreement.

H. The Project Approvals allow for the development of up to 800 residential dwelling units within five (5) different groupings as follows: (i) three hundred (300) multi-family units on an approximately 4.47-acre parcel, identified as Lot 4 on the VTM (the "**R1 Parcel**"); (ii) three hundred (300) multi-family units on an approximately 5.75-acre parcel, identified as Lot 5 on the VTM (the "**R2 Parcel**"); (iii) one hundred fifty four (154) multi-family units on an approximately 1.63-acre parcel, identified as Lot 7 on the VTM (the "**R3 Parcel**"); (iv) nineteen (19) detached townhome units each located on separate parcels of varying sizes, identified as Lot 10 through Lot 28 on the VTM (the "**TH1 Parcels**"); and (v) twenty seven (27) attached townhome units on an approximately 1.63-acre parcel, identified as Lot 8 on the VTM (the "**TH2 Parcel**"). The R1

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Parcel, R2 Parcel, R3 Parcel, TH1 Parcels and TH2 Parcel are each a Development Parcel as defined below.

I. The Project Approvals further provide that in accordance with the BMR Ordinance and the Guidelines, fifteen percent (15%) of the residential dwelling units constructed on the R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel, for a combined total of ninety seven (97) residential dwelling units, shall each be developed and made available for use and occupancy at rents affordable to low income households (the "**BMR Rental Units**") or, as allowed by Section 4.1.2 of the Guidelines, the affordability level of BMR Rental Units within a Development Parcel shall achieve an average affordability of no more than eighty percent (80%) of Area Median Income, provided the rent of any BMR Rental Unit shall not exceed 75% of comparable market rate rent (the "**Affordability Equivalency**").

J. The Project Approvals further allow the Project Wide Developer to elect to provide the seven (7) BMR Rental Units to be constructed on TH1 Parcels and TH2 Parcel for-sale to and at sale prices affordable to households earning one hundred twenty percent (120%) of Area Median Income (the "**BMR Ownership Units**") instead and in-lieu of being available for use and occupancy as a BMR Rental Unit as outlined in Recital I above.

K. The Project Approvals further provide that all of the residential dwelling units on the R3 Parcel shall be constructed by a separate non-profit developer of affordable housing ("**Affordable Housing Developer**") and shall be developed and made available for use and occupancy at rents affordable to households earning no more than 60% of Area Median Income (the "**60% AMI Units**").

L. The Project Approvals require the Project Wide Developer to provide the BMR Rental Units, and the BMR Ownership Units if elected by Project Wide Developer, and the 60% AMI Units (collectively, hereinafter the "**Affordable Housing Units**") as described herein. In accordance with the Project Approvals, Project Wide Developer is required to execute and record an approved BMR housing agreement concurrently with the recordation of the Development Agreement and CDP for the Project against the Property. This Agreement is intended to satisfy that requirement.

M. This Agreement will serve to memorialize the following: (i) Project Wide Developer's agreement to provide the Affordable Housing Units within the Project needed to satisfy the requirements of the Project Approvals, BMR Ordinance, and Guidelines; (ii) the time frame for the designation of the location, unit composition (number of bedrooms, bathrooms, square footage), and affordability level applicable to the Affordable Housing Units; (iii) the time frame for election by Project Wide Developer whether to deliver Affordable Housing Units in TH1 Parcels and TH2 Parcel as BMR Rental Units or BMR Ownership Units; (iv) the time frame for Project Wide Developer to elect to apply an Affordability Equivalency to BMR Rental Units on a Development Parcel; (v) the time frame for the construction of the Affordable Housing Units; (vi) the restriction of the Affordable Housing Units by the recordation of the Declarations (as defined below), in favor of the City and in a form approved by City, as set forth in **Exhibit C** attached hereto for BMR Rental Units and 60% AMI Units and as set forth in **Exhibit D** attached hereto for BMR Ownership Units, assuring affordability for the required term; and (vii) other issues

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

related to the provision of Affordable Housing Units on the Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Project Wide Developer hereby declares and the City hereby agrees as follows:

1. Definitions. The following terms shall have the meanings ascribed to them in this Section 1:

(a) "**Affordability Equivalency**" is defined in Recital I.

(b) "**Affordability Level**" means whether a BMR Rental Unit or BMR Ownership Unit is restricted for rental or sale to, respectively, household of extremely low income, very low income, low income, or moderate income, as those terms are defined more specifically in the Pro Forma Declaration attached hereto as Exhibit "C", applicable to BMR Rental Units, and Exhibit "D", applicable to BMR Ownership Units.

(c) "**Affordable Housing Developer**" is defined in Recital K.

(d) "**Affordable Housing Units**" is defined in Recital L.

(e) "**Agreement**" means this Project Wide Affordable Housing Agreement.

(f) "**Area Median Income**" or "**AMI**" means the area median income for San Mateo County, as published and periodically updated by the U.S. Department of Housing and Urban Development ("**HUD**"), adjusted for assumed household size.

(g) "**BMR Ordinance**" has that meaning ascribed to it in Recital E.

(h) "**BMR Ownership Units**" is defined in Recital J.

(i) "**BMR Rental Units**" is defined in Recital I.

(j) "**Building Permit(s)**" means a permit for the actual structure(s) of a Development Parcel, as that term is defined herein, in which residential rental units shall be developed and/or permits for any site preparation construction work, which may include but not be limited to make-ready utility installation; demolition, excavation, shoring and grading; and/or foundation installation.

(k) **"Buildings PS&T Property"** is defined in Recital B.

(l) "**City**" means the City of Menlo Park, a municipal corporation.

(m) "**Declaration**" means the Below Market Rate Housing Agreement and Declaration of Restrictive Covenants recorded in Senior Position against a Development Parcel(s) sufficient to accommodate construction of the Affordable Housing Units applicable to the Development Parcel. The Declaration shall be in substantially the same form as the Pro Forma Declaration attached hereto as Exhibit "C" or Exhibit "D", with the form attached as Exhibit "C" used for the 60% AMI Units constructed on the R3 Parcel and the BMR Rental Units constructed on the R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel, and, if elected by the Project Wide Developer, the form attached as Exhibit "D" shall be used for the BMR Ownership Units constructed on the TH1 Parcels and TH2 Parcel. The term Declaration includes the First Development Parcel Declaration as defined in Section 5(a) below. Each Declaration shall be made by the owner of the Development Parcel at the time such Declaration is recorded; for the avoidance of doubt, "owner" may refer to a ground lessee or sub-ground lessee

(n) "**Developer Parcel**" is defined in Recital C and more particularly described in the legal description attached hereto as Exhibit B.

(o) "**Development Parcel**" means the R1 Parcel, R2 Parcel, R3 Parcel, TH1Parcel, and TH2 Parcel within the Property upon which any group of Market Rate Units, Affordable Housing

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Units, and/or improvements for which Building Permits are being concurrently requested by the Project Wide Developer are located and shall include the First Development Parcel, R3 Development Parcel, and any Subsequent Development Parcel, as such terms are defined herein.

(p) "**First Development Parcel**" shall mean and refer to the first Development Parcel to be developed.

(q) "**Ground Lease**" is defined in Recital B.

(r) "**Ground Lease Property**" is defined in Recital B and more particularly described in the legal description attached hereto as Exhibit A.

(s) "**Guidelines**" has that meaning ascribed to it in Recital E.

(t) "**Market Rate Units**" means the rental or ownership residential units that Project Wide Developer will develop on the R1 Parcel, R2 Parcel, TH1Parcel and TH2 Parcel within the Property that are not constricted by affordability rules under a Declaration and are permitted under the Project Approvals.

(u) "**Parkline Master Plan**" means the plans submitted by Project Wide Developer dated _____, 202__, consisting of ___ plan sheets and Appendices 1 through 10, recommended for approval by the Planning Commission on April ___, 2025 and approved by the City Council on **[date]**

(v) "**Parties**" means the City and Project Wide Developer.

(w) "**Party**" means the City or Project Wide Developer.

(x) "**Project**" is defined in Recital F.

(y) "**Project Approvals**" is defined in Recital F.

(z) "**Project Wide Developer**" means LPGS Menlo, LLC, a Delaware limited liability company.

(aa) "**Property**" is defined in Recital D, and more particularly described in the legal descriptions attached hereto as Exhibit A and Exhibit B.

(bb) "**Required Affordable Units**" means the number of Affordable Housing Units which, as of the date of issuance of the first Building Permit for any particular Development Parcel, Project Wide Developer is required to construct pursuant to Section 2(c) of this Agreement.

(cc) "**R3 Development Parcel**" shall mean and refer to the R3 Parcel to be developed as part of the Project.

(dd) "**R1 Parcel**" is defined in Recital H.

(ee) "**R2 Parcel**" is defined in Recital H.

(ff) "**R3 Parcel**" is defined in Recital H.

(gg) "**Senior Position**" means that the document is recorded against the Property such that it is senior in recording priority to all mortgages, deeds of trust or other liens, excluding property taxes.

(hh) "**SRI**" means SRI International, a 501 (c)(3) nonprofit scientific research institute.

(ii) "**SRI Property**" has the meaning ascribed to it in Recital A.

(jj) "**Subsequent Development Parcel**" shall mean and refer to each of the Development Parcels to be developed as part of the Project subsequent to the First Development Parcel.

(kk) "**Targeted Household**" means, (a) with respect to the BMR Rental Units either (i) those households whose aggregate gross annual income does not exceed eighty percent (80%) of Area Median Income, as adjusted for family size, or (ii) if an Affordability Equivalency is applicable, those households whose aggregate gross annual income does not exceed one hundred twenty percent (120%) of Area Median Income, as adjusted for family size; (b) with respect to

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

BMR Ownership Units those households whose aggregate gross annual income does not exceed one hundred twenty percent (120%) of Area Median Income, as adjusted for family size; and (c) for 60% AMI Units, those households whose aggregate gross annual income does not exceed sixty percent (60%) of Area Median Income, as adjusted for family size.

(ll) "**TH1 Parcels**" is defined in Recital H.

(mm) "**TH2 Parcel**" is defined in Recital H.

(nn) Other terms referenced in this Agreement in "quotations" have the meanings ascribed to them in this Agreement.

(oo) "**60% AMI Units**" are defined in Recital K.

2. Design, Construction and Occupancy Schedule for Affordable Housing Units. Project Wide Developer shall have no obligation to commence construction of the Affordable Housing Units except in accordance with the following schedule.

(a) First Development Parcel. Prior to the commencement of vertical construction of any portion of the Project on the Property, Project Wide Developer and/or a successor owner of any portion of the Project shall obtain Building Permits for all of the Required Affordable Units for the First Development Parcel, and shall proceed to diligently commence and pursue construction of such Affordable Housing Units associated with that First Development Parcel.

(b) Subsequent Development Parcel(s). Prior to the commencement of construction of any Subsequent Development Parcel, Project Wide Developer and/or a successor owner of such Subsequent Development Parcel shall obtain Building Permits for all of the Required Affordable Units for such Subsequent Development Parcel, and shall proceed to diligently commence and pursue construction of such Affordable Housing Units associated with that Subsequent Development Parcel. It is acknowledged that there may be more than one Subsequent Development Parcel.

(c) Construction of Affordable Housing Units. With respect to each Development Parcel, Project Wide Developer and/or a successor owner of such Development Parcel shall obtain Building Permits (and thereafter construct and complete pursuant to Sections 2(a) and 2(b), above) for the Required Affordable Units in relation to such Development Parcel, all as provided in Exhibit "F" attached hereto. Exhibit "F" sets forth the required number of affordable units for each of R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel in order to comply with the City's fifteen percent inclusionary requirement, and is not intended to establish a construction phasing schedule or otherwise dictate the sequence in which individual Development Parcels are developed. Notwithstanding anything to the contrary in this Agreement, the precise unit counts shown on Exhibit "F" may be amended or updated with the mutual approval of the City and the Project Wide Developer through the architectural control permitting process for a given Development Parcel, provided that at least 15% of the total number of units provided on a given Development Parcel including Market Rate Units are Affordable Units (i.e., for R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel) and not less than 100% of the total number of units provided on the R3 Parcel are Affordable Units (subject to any applicable requirements for a single manager's unit).

3. Building Permits. Issuance of Building Permits for any Development Parcel, and a corresponding release of this Agreement from the property comprising such Development Parcel,

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

shall not be allowed until Project Wide Developer causes a Development Parcel sufficient to accommodate construction of the Affordable Housing Units applicable to such Development Parcel to be encumbered by a Declaration in Senior Position.

4. Effect of Sale of Parcel by Project Wide Developer. If a Development Parcel(s) within the Project is sold or otherwise transferred by Project Wide Developer, every such Development Parcel sold or transferred shall (at the time the owner thereof obtains Building Permits for residential rental or for-sale units on such Development Parcel(s)) be included, for purposes of this Agreement, in the delivery of Affordable Housing Units and Market Rate Units as provided in Exhibit "F" attached hereto. Any such sale or transfer by the Project Wide Developer shall also be subject to the provisions of Section 11 of this Agreement.

5. Declarations of Covenants, Conditions and Restrictions. The Project Wide Developer, and/or a successor owner of any applicable portion of the Project, shall timely execute and record Declarations as and when required by this Agreement.

(a) First Development Parcel Declaration. Prior to the first date upon which Building Permits for Market Rate Units in the First Development Parcel are first issued, Project Wide Developer shall execute, acknowledge and deliver a "First Development Parcel Declaration" to the title company, who will cause the First Development Parcel Declaration to be recorded in Senior Priority against the parcel(s) described in such First Development Parcel Declaration. The First Development Parcel Declaration shall ensure that the required number of Affordable Housing Units applicable to the First Development Parcel (as provided on Exhibit "F" attached hereto) will be owned, operated, leased, rented, maintained, and occupied as Affordable Housing Units for the term of the First Development Parcel Declaration. At the time the First Development Parcel Declaration is executed, the City shall execute a release of this Agreement for all of the parcel(s) comprising the First Development Parcel. Such release shall be in the form attached hereto as Exhibit "E".

(b) Subsequent Development Parcel Declaration. Prior to the issuance of Building Permits for any Market Rate Units in any Subsequent Development Parcel, Project Wide Developer shall execute, acknowledge and deliver a "Subsequent Development Parcel Declaration" to the title company, who will cause the Subsequent Development Parcel Declaration to be recorded in Senior Priority against the parcel(s) described in such Subsequent Development Parcel Declaration. The Subsequent Development Parcel Declaration shall ensure that the required number of Affordable Housing Units applicable to the Subsequent Development Parcel (as provided on Exhibit "F" attached hereto) will be owned, operated, leased, rented, maintained, and occupied as Affordable Housing Units for the term of the Subsequent Development Parcel Declaration. At the time a Declaration for such Subsequent Development Parcel is executed, the City shall execute a release of this Agreement for all of the parcel(s) comprising such Subsequent Development Parcel. Such release shall be in the form attached hereto as Exhibit "E".

(c) R3 Development Parcel Declaration. Prior to the issuance of Building Permits for any Affordable Housing Units on the R3 Development Parcel, the Project Wide Developer shall execute, acknowledge and deliver a "R3 Development Parcel Declaration" to the title company, who will cause the R3 Development Parcel Declaration to be recorded in Senior Priority against

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

the R3 Development Parcel described in such R3 Development Parcel Declaration. The R3 Development Parcel Declaration shall ensure that the required number of Affordable Housing Units applicable to the R3 Parcel (as provided on Exhibit "F" attached hereto) will be owned, operated, leased, rented, maintained, and occupied as Affordable Housing Units for the term of the R3 Development Parcel Declaration. At the time a Declaration for the R3 Development Parcel is executed, the City shall execute a release of this Agreement for the R3 Development Parcel. Such release shall be in the form attached hereto as Exhibit "E".

(d) Restrictions. Each Declaration shall be in substantially the same form as the Pro Forma Declaration attached hereto as Exhibit "C" or Exhibit "D", with the form attached as Exhibit "C" used for 60% AMI Units constructed on R3 Parcel and BMR Rental Units constructed on the R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel, or, if elected by the Project Wide Developer, the form attached as Exhibit "D" shall be used for the BMR Ownership Units constructed on the TH1 Parcels and TH2 Parcel. Project Wide Developer shall determine whether the Affordable Housing Units on TH1 Parcels and TH2 Parcel will be BMR Rental Units or BMR Ownership Units and provide written notice thereof to City prior to the earlier of filing of a final subdivision map applicable to TH1 Parcels and TH2 Parcel or issuance of Building Permits for TH1 Parcels and TH2 Parcel. Each Declaration shall provide for the location, unit composition (number of bedrooms, bathrooms, square footage), and Affordability Level applicable to the Affordable Housing Units on each Development Parcel, and restrict the occupancy, and rents paid (or sales price paid) by the Targeted Households (collectively, the "**Restrictions**") in accordance with the provisions of the BMR Ordinance, Guidelines, and this Agreement; further, the Restrictions applicable to a Development Parcel, excepting the actual rent or purchase price applicable to the lease of a BMR Rental Unit or sale of a BMR Ownership Unit, respectively, shall be determined in connection with and as a condition of an architectural control permit required for issuance of a Building Permit. In addition, if Project Wide Developer desires to apply an Affordability Equivalency to BMR Rental Units on a Development Parcel, said election must be made in connection with and as a condition of an architectural control permit required for issuance of a Building Permit; further, the Affordability Equivalency may only be applied to BMR Units to be constructed on one separate Development Parcel and not in combination between BMR Units to be constructed on more than one Development Parcel.

6. Recordation. This Agreement shall be recorded against the Property in the Office of the County Recorder for the County of San Mateo in Senior Position; but subject to the release provisions of Sections 5(a), 5(b) and 5(c) above, and Section 16 below.

7. Indemnity. Project Wide Developer agrees to indemnify and hold harmless the City, and any and all of its members, officers, agents, servants, or employees (the "Indemnitees") from and against all claims, liens, claims of lien, losses, damages, costs, and expenses, whether direct or indirect, arising in any way from the default by Project Wide Developer in the performance of its obligations under this Agreement; provided, however, that Project Wide Developer shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the negligence or willful misconduct of any of the Indemnitees.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

8. Marketing Requirements. Project Wide Developer shall follow any applicable marketing requirements and procedures of the Guidelines.

9. Breach/Default. If Project Wide Developer is in material breach of the terms set forth in this Agreement and Project Wide Developer does not take action to correct such violation within 60 days of written notice of such failure from the City (or 180 days in the event such violation cannot reasonably be cured within 60 days and Project Wide Developer is diligently pursuing such cure), the City shall be entitled to all of its rights and remedies set forth herein and at law and in equity.

10. Covenants to Run With the Land. Project Wide Developer agrees that all of its obligations hereunder shall constitute covenants, which shall run with the land and shall be binding upon the Property and upon every person having any interest therein at any time and from time to time during the term of this Agreement. Further, Project Wide Developer agrees that, if a court of competent jurisdiction determines that the obligations set forth herein do not qualify as covenants running with the land, they shall be enforced as equitable servitudes.

11. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, successors and assigns. Project Wide Developer shall not sell, transfer or otherwise dispose of the Property or any Development Parcel, unless: (i) the proposed transferee enters into a Declaration as described in Section 5 hereof or (ii) the proposed transferee shall have executed and delivered to the City an express written assumption of all of Project Wide Developer's obligations under this Agreement as they relate to such acquired real property, on a form substantially similar to the Pro Forma Assignment and Assumption Agreement attached hereto as Exhibit "G". Upon any sale of any portion of the Property permitted by the preceding sentence, with respect solely to the transferred property, Project Wide Developer will be released from further obligations relating to such transferred property (and under any Declaration or other documentation related hereto). The foregoing restrictions on sale and transfer shall not apply to the granting of easements, rights-of-way, and similar conveyances in connection with the development of the Project which are not in the nature of a sale of one or more legal parcels. Upon assignment and assumption by a successor entity, as approved by the City, Project Wide Developer shall be released from all further responsibility under the terms of this Agreement as to the subject parcel(s) so conveyed. The successors and assigns of the Project Wide Developer shall enter into and execute such other and further documents as the City shall reasonably require, as from time to time, may be needed to effectuate the affordable housing requirements of the Guidelines or as otherwise required or allowed by law.

12. Standing, Equitable Remedies; Cumulative Remedies. Project Wide Developer expressly agrees and declares that the City and/or its successors shall be the proper parties and shall have standing to initiate and pursue any and all actions or proceedings, at law or in equity, to enforce the provisions hereof and/or to recover damages for any default hereunder, notwithstanding the fact that such damages or the detriment arising from such a default may have actually been suffered by some other person or by the public at large. Nothing in this subparagraph, and no recovery to the City, shall restrict or limit the rights or remedies of persons or entities other than the City, against Project Wide Developer in connection with the same or related acts by Project Wide Developer. Neither Project Wide Developer, nor any tenant or occupant of the Property, shall have

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

any claim or right of action against the City based on any alleged failure of the City to perform or enforce the terms of this Agreement, except that Project Wide Developer may reasonably rely upon City's tenant eligibility determination, and provided further that Project Wide Developer may pursue a claim of specific performance against the City in the event the City improperly withholds a release of a Development Parcel from this Agreement after a Declaration has been recorded against such Development Parcel according to the terms of this Agreement.

13. Certificate of Compliance. The City shall provide Project Wide Developer upon request with recordable evidence that a particular parcel(s) of real property within the Project has satisfied all applicable requirements under this Agreement, or has been developed in a manner which makes this Agreement inapplicable thereto, and which instrument shall have the effect of making this Agreement no longer a lien or encumbrance upon title to such parcel(s) or condominium(s).

14. Term. This Agreement and the covenants and restrictions contained herein shall, subject to the provisions above relating to release hereof, remain in effect as a lien and charge against each legal parcel within the Property until the date of recordation of the final Declaration for the final Subsequent Development Parcel for the Property, at which time this Agreement shall be terminated. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

15. Severability. In the event that any provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then it shall be severed from the remaining portions of this Agreement which shall remain in full force and effect.

16. Release of Non-Residential Parcels. This Agreement is entered into to provide for the development of Affordable Housing Units on the Development Parcels containing Affordable Housing Units. Those portions of the Project not containing the Development Parcels shall be released from this Agreement upon the earlier of (i) the recording of a parcel or final map for said portions of the Project not containing the Development Parcels, which map substantially conforms to the Parkline Master Plan or (ii) the issuance of a demolition or building permit for the development of any portion of the Project not containing the Development Parcels. Such release shall be in the form of the Pro Forma Partial Release attached hereto as Exhibit "E".

17. General Provisions.

(a) Integration. The undersigned, and each of them, acknowledge and represent that no promise or inducement not expressed in this Agreement has been made in connection with this Agreement. This Agreement contains the entire agreement and understanding between the parties as to its subject matter.

(b) Waiver and Amendment. No provision of this Agreement, or breach of any provision, can be waived except in writing. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Except as otherwise provided herein, this Agreement may be amended, modified or rescinded only in writing signed by Project Wide Developer and the City.

(c) Time of Essence. Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element.

(d) Captions. Paragraph titles and captions contained in this Agreement are inserted as a matter of convenience and for reference, and are not a substantive part of this Agreement.

(e) Further Assurances. The parties each agree to sign any additional documents, which are reasonably necessary to carry out this Agreement or to accomplish its intent.

(f) Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. This Agreement is not intended to benefit any person other than the parties hereto.

(g) Governing Law. This Agreement has been entered into in the State of California, and shall be interpreted and enforced under California law.

(h) Attorneys' Fees. The prevailing party in any action, including, but not limited to, arbitration, a petition for writ of mandate, and/or an action for declaratory relief, brought to enforce, interpret or reform the provisions of this Agreement shall be entitled to reasonable attorneys' fees and costs (including, but not limited to, experts' fees and costs and trustees' fees, and including "costs" regardless of whether recoverable as such under any statute) incurred in such action.

(i) Signatures. This Agreement may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same Agreement. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the City that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

(j) Notices. All notices given pursuant to this Agreement or law shall be written. Notices shall be delivered with all delivery or postal charges prepaid. Notices may be given personally; by electronic mail; by United States first-class mail; by United States certified or registered mail; or by other recognized overnight service. Notices shall be deemed received on the date of personal delivery transmission; on the date shown on a signed return receipt or acknowledgment of delivery; or, if delivery is refused or notice is sent by regular mail, seventy-two (72) hours after deposit thereof with the U.S. Postal Service. Until a party gives notice of a change, notices shall be sent to:

If to the City: City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Attention: City Clerk
E-mail:

If to Project Wide Developer: LPGS Menlo, LLC
_____
_____
Attn: _____
E-mail:

With a copy to: Coblentz Patch Duffy & Bass LLP
1 Montgomery Street, Suite 3000
San Francisco, CA 94104
Attn: Frank Petrilli, Esq.
E-mail: fpetrilli@coblentzlaw.com

(k) Mortgagees Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any permitted deed of trust recorded on the Property provided, however, that any subsequent owner of the Property shall be bound by the covenants, conditions, restrictions, limitations and provisions of this Agreement, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

(l) Actions of Parties to be Reasonable. Each party to this Agreement agrees that it shall act reasonably in granting or withholding any consent or approval required by this Agreement and/or any other legal document executed in connection with this Agreement or in connection with the development of the Project.

(m) Estoppel Certificate. Upon the request of the Project Wide Developer, the City shall, through the City Manager, provide Project Wide Developer and any potential lender or purchaser, with an estoppel certificate by which the City confirms that Project Wide Developer is not in default hereof, or setting forth such defaults, and confirming such other factual matters as Project Wide Developer or such potential lender or purchaser may reasonably request and the addressees of such estoppel certificates shall be entitled to rely upon the information contained therein.

[This Space Intentionally Left Blank]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

IN WITNESS WHEREOF, the Project Wide Developer has caused this Agreement to be executed as of the date first written above.

PROJECT WIDE DEVELOPER:
LPGS MENLO, LLC, a Delaware limited liability company

By:_____
Name: _____
Its:_____

CITY:
CITY OF MENLO PARK, a California municipal corporation

By: _____
Name: Justin I.C. Murphy
Title: City Manager

ATTEST:

_____
City Clerk

Date: _____

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

ACKNOWLEDGMENT

State of California)
)
County of Mateo)

On _____, 20___ before me, _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

ACKNOWLEDGMENT

State of California)
)
County of San Mateo)

On _____, 20___ before me, _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Exhibit "A"

Legal Description
Ground Lease Property

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Exhibit "B"

Legal Description
Developer Property

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

"Exhibit C"

Pro Forma Below Market Rate Housing Agreement and Declaration of Restrictive Covenants (BMR Rental Units)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

APN: [_____]

BELOW MARKET RATE HOUSING AGREEMENT

AND DECLARATION OF RESTRICTIVE COVENANTS

(Parkline Project – BMR Rental Units - Parcel [R1/R2/R3/TH1/TH2])

THIS BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("**Agreement**") is entered into as of_____, 20__, by and between the City of Menlo Park, a California municipal corporation ("**City**"), and _____, a _____ ("**Owner**"). City and Owner may be referred to individually as a "**Party**" or collectively as the "**Parties**" in this Agreement.

RECITALS

A. Owner is the ground lessee of certain real property located in the City of Menlo Park, California, as more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the "**Property**").

B. The Property is subject to that certain Development Agreement, dated _____, 20__, by and between LPGS Menlo, LLC, a Delaware limited liability company, and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20___, as Instrument No._____ (the "**Development Agreement**").

C. Further, as required by the Development Agreement, the Property was subject to that certain Parkline Project Wide Affordable Housing Agreement, dated _____, 20__, by and between Owner's predecessor-in-interest, LPGS Menlo, LLC, a Delaware limited liability company (the "**Project Wide Developer**"), and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20___, as Instrument No._____ (the "**Parkline Housing Agreement**"). The Property is a Development Parcel as described in the Parkline Housing Agreement.

D. In accordance with the Parkline Housing Agreement, Owner has secured approval from City of an architectural control permit allowing for the development and construction of [insert number] of [multi-family residential units / attached townhomes / detached townhomes] on

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

the Property, as well as associated open space, circulation, parking and infrastructure improvements (the "**Project**"), of which [insert number] shall be developed and made available for use and occupancy at affordable rents (the "**BMR Rental Units**") as follows: [insert number] extremely low income units ("**ELI Units**"), [insert number] very low income units ("**VLI Units**"), [insert number] low income units ("**LI Units**"), and [insert number] moderate income units ("**MI Units**"). As determined in connection with and as a condition of the aforementioned architectural control permit, the allocation of BMR Rental Units across affordability level and unit composition (number of bedrooms, bathrooms, square footage) in the Project is more particularly described in Exhibit B attached hereto and incorporated herein by this reference; further, the location of the BMR Rental Units within the Project are depicted on Exhibit C, attached hereto and incorporated herein by this reference.

E. As required by the Project Wide Affordable Housing Agreement, which has been released as an encumbrance against the Property contemporaneously with the imposition of the requirements of this Agreement, Owner has agreed to observe all the terms and conditions set forth below for purposes of development and operation of the BMR Rental Units. This Agreement will ensure the Project's continuing affordability.

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

1. CONSTRUCTION OF THE IMPROVEMENTS.

1.1 Construction of the Project. Owner agrees to construct the Project in accordance with the Menlo Park Municipal Code and all other applicable state and local building codes, development standards, ordinances and zoning ordinances.

1.2 City and Other Governmental Permits. Before commencement of the Project, Owner shall secure or cause its contractor to secure any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. Owner shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits; City staff will, without incurring liability or expense therefore, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the Menlo Park Municipal Code, and all other applicable laws and regulations.

1.3 Compliance with Laws. Owner shall carry out the design, construction and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Menlo Park Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.,* Government Code Section 4450, *et seq.,* Government Code Section 11135, *et seq.,* and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

2. OPERATION OF THE BMR RENTAL UNITS

2.1 Affordability Period. This Agreement shall remain in effect and the Property shall be subject to the requirements of this Agreement from the date that the City issues a final certificate

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

occupancy for the Project (the "**Effective Date**") until the 55th anniversary of such Effective Date. The duration of this requirement shall be known as the "**Affordability Period**."

2.2 Maintenance. Owner shall comply with every condition of the Project Approvals as defined in the Development Agreement and as applicable to the Project and shall, at all times, maintain the Project and the Property in good repair and working order, reasonable wear and tear excepted, and in a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals, and replacements to keep the Project and the Property in a good, clean, safe, and sanitary condition.

2.3 Monitoring and Recordkeeping. Throughout the Affordability Period, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Below Market Rate Housing Program Guidelines ("**Guidelines**"), promulgated by City pursuant to Menlo Park Municipal Code Chapter 16.96 ("**BMR Ordinance**"), as such Guidelines may be amended form time to time. City shall have the right to inspect the books and records of Owner and its rental agent or bookkeeper upon reasonable notice during normal business hours. Representatives of the City shall be entitled to enter the Property, upon at least 48-hour prior written notice, which can be provided via email, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the BMR Rental Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Owner agrees to cooperate with the City in making the Property available for such inspection or audit. Owner agrees to maintain records in businesslike manner, and to maintain such records for a minimum of five (5) years from their creation during the Affordability Period.

2.4 Non-Discrimination Covenants. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

a. In deeds, the following language shall appear:

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

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

b. In leases, the following language shall appear:

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

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

c. In contracts pertaining to management of the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

2.5 Recording; Senior Lien. This Agreement shall be recorded against the Property in the Official Records of the County of San Mateo such that it is senior in recording priority to all mortgages, deeds of trust or other liens, excluding property taxes. This Agreement shall run with the land.

3. THE BMR RENTAL UNITS

3.1 BMR Rental Units. Owner agrees to make available, restrict occupancy to, and lease not less than [_____] (__) BMR Rental Units, inclusive of [_____] (__) ELI Units, [_____] (__) VLI Units, [_____] (__) LI Units, and [_____] (__) MI Units, to Qualifying Households, as hereinafter defined, at an affordable rent, pursuant to the terms set forth below. The BMR Rental Units shall be of a quality comparable to all of the other rental units in the Project. The BMR Rental Units shall be initially distributed as set forth in Exhibit C, attached hereto and incorporated herein by this reference. Thereafter, the location of the individual BMR Rental Units may float to account for the next available unit requirement set forth below and as otherwise necessary for the professional maintenance and operation of the Project provided that the distribution of BMR Rental Units are equitably disbursed throughout the Project and the City's City Manager or Director of Community Development ("**Director**") are notified in writing of any change or relocation of BMR Rental Units by Owner.

3.2 Qualifying Households. For purposes of this Agreement, "**Qualifying Households**" shall mean those households with incomes as follows:

a. "**ELI Unit" or "Extremely Low Income Unit**": means units restricted to households with incomes of not more than thirty percent (30%) of AMI. "AMI" means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Extremely Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

longer qualified, the unit shall no longer be deemed a ELI Unit, and the Owner shall either (1) make the next available unit, which is comparable in terms of size, features and number of bedrooms, a ELI Unit, or take other actions as may be necessary to ensure that the total required number of ELI Units are rented to Qualifying Households, or (2) if the tenant's income does not exceed the maximum income that would qualify the Tenant as a Very Low Income Household, Low Income Household, or Moderate Income Household, the tenant shall be allowed to remain in the unit at a Very Low Income rent, Low Income rent, or Moderate Income rent, as applicable, and the tenant's rent will be increased accordingly to a Very Low Income rent, Low Income rent, or Moderate Income rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to an Extremely Low Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Extremely Low Income Units pursuant to this paragraph.

b. "**VLI Unit" or "Very Low Income Unit**": means units restricted to households with incomes of not more than fifty percent (50%) of AMI. "AMI" means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Very Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a Very Low Income Unit, and the Owner shall either (1) make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Very Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Very Low Income Units are rented to Qualifying Households, or (2) if the tenant's income does not exceed the maximum income that would qualify the Tenant as a Low Income Household or Moderate Income Household, the tenant shall be allowed to remain in the unit at a Low Income rent or Moderate Income rent, as applicable, and the tenant's rent will be increased accordingly to a Low Income rent or Moderate Income rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to a Very Low Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Very Low Income Units pursuant to this paragraph.

c. "**Low Income Unit**": means units restricted to households with incomes of not more than eighty percent (80%) of AMI. "AMI" means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a Low Income Unit, and the Owner shall either (1) make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Low Income Units are rented to Qualifying Households, or (2) if the tenant's income does not exceed one hundred twenty (120%) of the maximum income that would qualify the Tenant as a Moderate Income Household, the tenant shall be allowed to remain in the unit at a Moderate Income rent and the tenant's rent will be increased to a Moderate Income rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to a Low Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Low Income Units pursuant to this paragraph.

d. "**Moderate Income Unit**": means units restricted to households with incomes of not more than one hundred and twenty percent (120%) of AMI. "AMI" means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Moderate Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a Moderate Income Unit and the Owner shall make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Moderate Income Unit, or take other actions as may be necessary to ensure that the total required number of Moderate Income Units are rented to Qualifying Households. The Tenant shall be notified they are no longer eligible for the BMR unit and tenant's rent will be increased to a market rate rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to a Moderate Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Moderate Income Units pursuant to this paragraph.

3.3 Income Verification and Annual Report. On or before July 1 of each year, commencing with the calendar year that the first residential unit in the Project is rented to a tenant, and annually thereafter, Owner shall obtain from each household occupying a BMR Rental Unit and submit to the City an income computation and certification form, completed by a tenant of such unit, which shall certify that the income of each Qualifying Household is truthfully set forth

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

in the income certification form, in the form proposed by the Owner and approved by the Director ("**Annual Report**"). Owner shall make a good faith effort to verify that each household leasing a BMR Rental Unit meets the income and eligibility restrictions for the BMR Rental Unit by taking the following steps as a part of the verification process: (a) obtain a minimum of the three (3) most current pay stubs for all adults age eighteen (18) or older; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain the three (3) most current savings and checking account bank statements; (e) obtain an income verification form from the applicant's current employer; (f) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (g) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be available to the City upon request. The Annual Report shall, at a minimum, include the following information for each BMR Rental Unit: unit number, number of bedrooms, current rent and other charges, dates of any vacancies during the reporting period, number of people residing in the unit, total household Gross Income, and lease commencement and termination dates. The Report shall also provide a statement of the owner's management policies, communications with the tenants and maintenance of the BMR Rental Unit, including a statement of planned repairs to be made and the dates for the repairs.

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

a. "**Extremely Low Income Household**": shall be 1/12th of 30 percent of 30 percent of the AMI. The Monthly Rent for an Extremely Low Income Unit rented to an Extremely Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three-bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

b. "**Very Low Income Household**": shall be 1/12th of 30 percent of 50 percent of the AMI. The Monthly Rent for a Very Low Income Unit rented to a Very Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three-bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

c. "**Low Income Household**": shall be 1/12th of 30 percent of 80 percent of the AMI. The Monthly Rent for a Low Income Unit rented to a Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three-bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

d. "**Moderate Income Household**": shall be 1/12th of 30 percent of 120 percent of the AMI. The Monthly Rent for a Moderate Income Unit rented to a Moderate Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one- bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three- bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

For purposes of this Agreement, "**Monthly Rent**" means the total of monthly payments actually made by the household for (a) use and occupancy of each BMR Rental Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Owner which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, and which are not paid directly by Owner, including parking, garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or internet service, which reasonable allowance for utilities is set forth in the County of San Mateo's Utility Allowance Schedule for detached homes, apartments, condominiums and duplexes, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Owner. Pursuant to the Guidelines, in no case shall the Monthly Rent for a BMR Rental Unit exceed 75 percent of comparable market rate rents.

3.5 Agreement to Limitation on Rents. Owner acknowledges that the Project is being developed pursuant to Project Approvals as defined in and secured by the Development Agreement. Owner hereby agrees to limit Monthly Rent as provided in this Agreement in consideration of Owner's receipt of the assistance and assurances provided by the Development Agreement and further agrees that any limitations on Monthly Rents imposed on the BMR Rental Units are in conformance with the Costa- Hawkins Act. Owner further warrants and covenants that the terms of this Agreement are fully enforceable.

3.6 Lease Requirements. No later than 180 days prior to the initial lease up of the BMR Rental Units, Owner shall submit a standard lease form to the City for approval by the Director or his/her designee. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the Guidelines. The City's failure to respond to Owner's request for approval of the standard lease form within thirty (30) business days of City's receipt of such lease, shall be deemed City's approval of such lease form. Owner shall enter into a written lease, in the form approved by the City, with each new tenant of a BMR Rental Unit prior to a tenant or tenant household's occupancy of a BMR Rental Unit. Each lease shall be for an initial term of not less than one year which may be renewed pursuant to applicable local and State laws, and shall not contain any of the provisions which are prohibited pursuant to the Guidelines, local, state and Federal laws.

3.7 Selection of Tenants. Each BMR Rental Unit shall be leased to tenant(s) selected by Owner who meet all of the requirements provided herein, and, to the extent permitted by law,

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

with priority given to those eligible households who either live or work in the City of Menlo Park, or meet at least one of the other preferences identified in the Guidelines. The City's BMR Administrator, on behalf of the City will provide to Owner the names of persons who have expressed interest in renting BMR Rental Units for the purposes of adding such interested persons to Owner's waiting list, to be processed in accordance with Owner's customary policies. Owner shall not refuse to lease a BMR Rental Unit to a holder of a certificate or a rental voucher under the Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

4. DEFAULT AND REMEDIES

4.1 Events of Default. The following shall constitute an "Event of Default" by Owner under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the Owner without the Owner curing such breach, or if such breach cannot reasonably be cured within such 30 day period, commencing the cure of such breach within such 30 day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Section 4 of this Agreement, the specific provision shall control.

4.2 Remedies. The occurrence of any Event of Default under Section 4.1 shall give the City the right to proceed with an action in equity to require the Owner to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.

4.3 Obligations Personal to Owner. The liability of Owner under this Agreement to any person or entity is limited to Owner's interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of Owner under this Agreement. From and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to any Project or any other agreement securing Owner's obligations under this Agreement), shall be rendered against Owner, the assets of Owner (other than Owner's interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent Owner of the Project shall be liable or obligated for the breach or default of any obligations of Owner under this Agreement on the part of any prior Owner. Such obligations are personal to the person who was the Owner at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Owner. Each Owner shall comply with and be fully liable for all obligations the Owner hereunder during its period of ownership of the Project.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

4.4 Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within 30 days of the commencement of the cause.

4.5 Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

4.6 Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

4.7 Waiver of Terms and Conditions. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

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

4.9 Cure Rights. Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by (i) Owner's limited partner, or (ii) Owner's senior mortgage lender, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner.

5. GENERAL PROVISIONS

5.1 Below Market Rate Guidelines ("Guidelines"). This Agreement incorporates by reference the Guidelines as of the date of this Agreement and any successor sections as the Guidelines may be amended from time to time. In the event of any conflict or ambiguity between

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

this Agreement, the requirements of state and federal fair housing laws and the Guidelines, the terms and conditions of this Agreement and the requirements of state and federal fair housing laws shall control.

5.2 Time. Time is of the essence in this Agreement.

5.3 Notices. Unless otherwise indicated in this Agreement, any notice requirement set forth herein shall be deemed to be satisfied three days after mailing of the notice first-class United States certified mail, postage prepaid, or at the time of personal delivery, addressed to the appropriate party as follows:

Owner: [_____]
[_____]
[_____]
Attention: [_____]
Email: [_____]

City : City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Manager

Such addresses may be changed by notice to the other party given in the same manner as provided above.

5.4 Successors and Assigns. This Agreement constitutes a covenant and legal restriction on the Property and shall run with the land, provided the Project remains on the Property, and all of the terms, covenants and conditions of this Agreement shall be binding upon Owner and the permitted successors and assigns of Owner.

5.5 Intended Beneficiaries. The City is the intended beneficiary of this Agreement and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement in order to, satisfy its obligations to improve, increase and preserve affordable housing within the City, as required by the Guidelines, and to provide that a certain percentage of new housing is made available at affordable housing cost to persons and families of very low, low and moderate incomes as required by the Guidelines. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

5.6 Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

5.7 Governing Law. This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

5.9 Approvals. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval shall not be unreasonably withheld may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

5.10 Indemnification. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel reasonably approved by City) and hold the City, its heirs, successors and assigns (the "**Indemnitees**") harmless from and against any and all demands. losses, claims, costs and expenses, and any other liability whatsoever, including without limitation, reasonable accountants' and attorneys' fees, charges and expense (collectively, "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 6.10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 6.10 shall survive the expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period.

5.11 Insurance Coverage. Throughout the Affordability Period, Owner shall comply with the insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by this reference, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit D.

5.12 Transfer and Encumbrance.

5.12.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (other than a lease of a BMR Rental Unit on an approved form under Section 3.6 hereof to a qualified tenant as described in Section 3.7 hereof) (collectively, "Transfer") of the whole or any part of any BMR Rental Unit, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

5.12.3 Requirements for Proposed Transfers. The City may, in the exercise of its reasonable discretion, consent to a proposed Transfer of this Agreement and/or a BMR Rental Unit if all of the following requirements are met (provided however, the requirements of this Section 5.12.3 shall not apply to Transfers described in clauses (i) or (ii) of Section 5.12.2.

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

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

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

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

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

5.13 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of any BMR Rental Unit shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. This Section 5.13 shall not apply to Transfers described in clauses (i) and (ii) of Section 5.12.2.

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

5.15 Satisfaction of Project Wide Affordable Housing Agreement Requirements. The City hereby acknowledges and agrees that Owner's execution and delivery of this Agreement and the performance of Owner's obligations herein, satisfies Project Wide Developer's obligation to execute and record a Below Market Rate Housing Agreement and Declaration of Restrictive Covenants against the Property as set forth in Section 5 of the Project Wide Affordable Housing Agreement.

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

SIGNATURES ON FOLLOWING PAGE(S).

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

OWNER:

[_____], a [_____]

By:_____

Its:

CITY:

CITY OF MENLO PARK, a California municipal corporation

By:_____
City Manager

ATTEST:

By:_____
City Clerk

List of Exhibits:
Exhibit A: Property Legal Description
Exhibit B: Allocation of the BMR Rental Units
Exhibit C: BMR Rental Unit Locations
Exhibit D: Insurance Requirements

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Exhibit A
Property Legal Description

[Insert Legal Description for R1 Parcel, R2 Parcel, R3 Parcel, TH1 Parcels or TH2 Parcel]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Exhibit B
Allocation of BMR Rental Units in the Project

BMR Rental Units	Extremely Low Income	Very Low Income	Low Income	Moderate Income
Studio apartment				
1 bedroom apartment				
2 bedroom apartment				
3 bedroom apartment				
Total – BMR Rental Units				

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Exhibit C
BMR Rental Unit Locations

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

ExhibitD
Insurance Requirements

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

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

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

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

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

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

(e) Professional Liability/Errors and Omissions: Owner shall require any architects, engineers, and general contractors working on the Property to maintain Professional Liability/Errors and Omissions insurance with limits not less than Two Million Dollars ($2,000,000) each claim. Certificates evidencing this coverage must reference both the Owner and the Indemnitees. If the professional liability/errors and omissions insurance is written on a

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

claims made form: (i) the retroactive date must be shown and must be before the Effective Date, (ii) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Project construction, and (iii) if coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Owner must purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

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

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

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

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

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

(d) Employer's Liability:

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

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

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

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

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

3. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Payment of all deductibles and self-insured retentions will

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

be the responsibility of Owner. If the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense.

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

(a) The Indemnitees are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Owner; products and completed operations of the Owner; premises owned, occupied or used by the Owner; or automobiles owned, leased, hired or borrowed by the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees. Additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

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

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

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

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

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

(g) Owner agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against Indemnitees regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with any construction on the Property to do likewise. Each insurance policy shall contain a waiver of subrogation for the benefit of City. If any required insurance is provided under a form

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the applicable occurrence limits specified above.

(h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. For all liability insurance required by this Agreement, Owner (and Owner's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Owner (and Owner's contractors, as applicable) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Owner (or Owner's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Owner (or Owner's contractors as applicable) obtains insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Exhibit "D"

Pro Forma Below Market Rate Housing Agreement and Declaration of Restrictive Covenants (BMR Ownership Units)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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

BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF

RESTRICTIVE COVENANTS

(Parkline Project – BMR Ownership Units – Parcel [TH1/TH2])

THIS BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("**Agreement**") is entered into as of_____, 20__, by and between the City of Menlo Park, a California municipal corporation ("**City**"), and [_____], a [_____] ("**Owner**"). City and Owner may be referred to individually as a "**Party**" or collectively as the "**Parties**" in this Agreement.

RECITALS

A. Owner is the owner of fee title of certain real property located in the City of Menlo Park, California, as more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the "**Property**").

B. The Property is subject to that certain Development Agreement, dated _____, 20__, by and between LPGS Menlo, LLC, a Delaware limited liability company, and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20___, as Instrument No._____ (the "**Development Agreement**").

C. Further, as required by the Development Agreement, the Property was subject to that certain Parkline Project Wide Affordable Housing Agreement, dated _____, 20__, by and between Owner's predecessor-in-interest, LPGS Menlo, LLC, a Delaware limited liability company (the "**Project Wide Developer**"), and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20___, as Instrument No._____ (the "**Parkline Housing Agreement**"). The Property is a Development Parcel as described in the Parkline Housing Agreement.

D. In accordance with the Parkline Housing Agreement, Owner or Owner's predecessor-in-interest has secured approval from City of an architectural control permit allowing for the development and construction of [insert number] of [attached townhomes / detached townhomes] on the Property, as well as associated open space, circulation, parking and infrastructure improvements (the "**Project**"), of which [insert number] shall be developed and

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

made available for sale to and at sale prices affordable to households earning up to one hundred twenty percent (120%) of Area Median Income (the "**BMR Ownership Units**"). As determined in connection with and as a condition of the aforementioned architectural control permit, the unit composition (number of bedrooms, bathrooms, square footage) of BMR Ownership Units in the Project is more particularly described in Exhibit B attached hereto and incorporated herein by this reference; further, the location of the BMR Ownership Units within the Project are depicted on Exhibit C, attached hereto and incorporated herein by this reference.

A. As required by the Project Wide Affordable Housing Agreement, which has been released as an encumbrance against the Property contemporaneously with the imposition of the requirements of this Agreement, Owner has agreed to observe all the terms and conditions set forth below for purposes of developing, operating, marketing and selling the BMR Ownership Units. This Agreement will ensure the Project's continuing affordability.

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

1. CONSTRUCTION OF THE IMPROVEMENTS.

1.1 Construction of the Project. Owner agrees to construct the Project in accordance with all applicable provisions of the Menlo Park Municipal Code and all other applicable state and local building codes, development standards, ordinances and zoning ordinances.

1.2 City and Other Governmental Permits. Before commencement of the Project, Owner shall secure or cause its contractor to secure any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. Owner shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits; City staff will, without incurring liability or expense therefore, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the Menlo Park Municipal Code, and all other applicable laws and regulations.

1.3 Compliance with Laws. Owner shall carry out the design, construction and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other applicable provisions of the Menlo Park Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.,* Government Code Section 4450, *et seq.,* Government Code Section 11135, *et seq.,* and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

2. THE BMR OWNERSHIP UNITS

2.1 Maintenance. Owner shall comply with every condition of the Project Approvals, as defined in the Development Agreement, as applicable to the Project and shall, at all times, maintain or cause the homeowners' association for the Project and the Property to maintain the Project and Property in good repair and working order, reasonable wear and tear excepted, and in

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals and replacements to keep the Project, Property and the BMR Ownership Units in a good, clean, safe, and sanitary condition. Without limiting the foregoing, Owner agrees to maintain or cause the homeowners' association for the Property to maintain the Property (including without limitation, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Owner shall prevent and/or rectify any physical deterioration of the BMR Ownership Units and shall make or shall cause the homeowners' association for the Property to make all repairs, renewals and replacements necessary to keep the Property in good condition and repair, ordinary wear and tear excepted.

2.2 Monitoring and Recordkeeping. During the Term of this Agreement, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Below Market Rate Housing Program Guidelines ("**Guidelines**"), promulgated by City pursuant to Menlo Park Municipal Code Chapter 16.96 ("**BMR Ordinance**"), as such Guidelines may be amended form time to time. City shall have the right to inspect the books and records of Owner and its real estate agent or bookkeeper with respect to the BMR Ownership Units upon reasonable notice during normal business hours. Representatives of the City shall be entitled to enter the Property, upon at least 48-hour prior written notice, which can be provided via email, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the BMR Ownership Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Owner agrees to cooperate with the City in making the Property available for such inspection or audit. Owner agrees to maintain records in businesslike manner, and to maintain such records for a minimum of five (5) years after the date of sale of the last BMR Ownership Unit.

2.3 Non-Discrimination Covenants. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, ancestry or other class protected by Applicable Laws in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the BMR Ownership Units. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

a. Grant Deed. The following language shall appear in each BMR Ownership Unit grant deed:

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

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

b. Contracts. In contracts pertaining to management, construction, maintenance or other element of the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

(1) There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.

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

2.4 Recording; Senior Lien. This Agreement shall be recorded against the Property in the Official Records of the County of San Mateo such that it is senior in recording priority to all mortgages, deeds of trust or other liens, excluding property taxes. This Agreement shall run with the land.

3. OPERATION OF THE BMR OWNERSHIP UNITS

3.1 BMR Ownership Units. Owner agrees to make available, restrict sale and transfer to, and sell not less than [four/three] (4/3) BMR Ownership Units to Eligible Buyers, as hereinafter defined, at a sales price not to exceed the Maximum Sales Price as determined in accordance with the Guidelines. The BMR Ownership Units shall be of a quality comparable to all of the other units in the Project. The BMR Ownership Units shall be distributed as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

3.2 Sale to Moderate Income Households. Each BMR Ownership Unit shall be sold to an Eligible Buyer at a sales price not to exceed the "Maximum Sales Price," as determined in accordance with the Guidelines. The BMR Ownership Units shall be affordable to Eligible Buyers which (a) are Moderate Income Households and (b) meet all of the requirements set forth in the Guidelines and are of the smallest household size eligible for the applicable BMR Ownership Unit on the BMR waiting list maintained by the City on the date that the Maximum Sales Price are set, as more particularly described in the Guidelines ("**Eligible Buyer**"). "**Moderate-Income Household**" means a household, as described in the Guidelines, whose Gross Income does not exceed the qualifying limit for moderate income households for San Mateo County as established and amended from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937 and published by the State of California Department of Housing and Community Development ("**HCD**") pursuant to Section 50079.5 of the California Health and Safety Code, adjusted for Actual Household Size.

3.3 Buyer Selection and Sales Process. The eligibility requirements for buyers of the BMR Ownership Units, the selection process for buyers of the BMR Ownership Units, the purchase process and sale procedures, and the occupancy requirements for the BMR Ownership Units are all set forth in the Guidelines. Owner shall independently conduct the sales and marketing functions for the sale of each BMR Ownership Unit in accordance with the terms and conditions of the Guidelines and this Agreement and at no additional cost to City. Notwithstanding the foregoing, if Owner uses a third-party broker or lender in marketing the BMR Ownership Units for the initial sale or a subsequent sale, Owner agrees to use a realtor or broker that has experience in marketing below market-rate units that require homebuyers to meet income qualifications and that require recordation of Resale Restriction Agreements limiting appreciation on future sales, and agrees to use a realtor or broker that is on City's approved list of realtors/brokers with such experience, if City maintains such a list. In addition, Owner agrees that the purchase of BMR Ownership Units will be financed by lenders that are familiar with affordable housing programs that impose resale price restrictions, and agrees to work with lenders listed on the City's approved list of lenders with such experience if City maintains such a list.

3.4 Term. This Agreement shall remain effective and fully binding until the earlier of its ninety-ninth anniversary of the Effective Date or the initial sale of all BMR Ownership Units in accordance with the provisions of this Agreement ("**Term**"); provided however, that upon initial sale of each BMR Ownership Unit to an Eligible Buyer and recordation of a fully executed Resale Restriction Agreement, such BMR Ownership Unit shall be released from this Agreement, and Owner's obligations under this Agreement with respect to each such BMR Unit shall terminate unless otherwise provided for herein. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term

3.5 Third Party Purchasers. The execution and delivery of this Agreement shall not be deemed to be for the benefit of the third party purchasers of a BMR Ownership Unit or any other third party and any and all obligations and responsibilities of Owner under this Agreement are to City for whose benefit this Agreement has been entered into. No third party purchaser of a BMR Ownership Unit, homeowners' association or any other third party shall obtain any rights or standing to complain that a BMR Ownership Unit was not constructed, designed, sold or conveyed

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

in accordance with this Agreement, the BMR Ordinance and/or the Guidelines as a result of this Agreement. Furthermore, the acceptance of this Agreement by City, the acceptance of the interior specifications for a BMR Ownership Unit, and the conveyance of a BMR Ownership Unit to an Eligible Buyer shall conclusively indicate that Owner has complied with this Agreement, the BMR Ordinance and the Guidelines.

3.6 Conditions of Transfer. For purposes of this Agreement, "**transfer**" shall mean any voluntary or involuntary sale, assignment or transfer of ownership or any interest in a BMR Ownership Unit, including, but not limited to, a fee simple interest, joint tenancy interest, or life estate. A "transfer" shall also include any assignment or transfer of ownership or any interest in a BMR Ownership Unit into or out of trust and shall include the recording of one or more deeds of trust against a BMR Ownership Unit to secure one or more loans or to refinance an existing loan. There shall be no transfer of a BMR Ownership Unit to any person or entity, except with the express written consent of Owner and City or its designee, which consent shall be consistent with the terms of this Agreement and City's goal of creating, preserving, maintaining and protecting housing in Menlo Park for persons of moderate-income. Any transfer of a BMR Ownership Unit shall be subject to the conditions set forth in this Agreement. Nothing in this Agreement shall prohibit the sale and/or purchase of a BMR Ownership Unit to an Eligible Buyer if the City fails to make a determination of household eligibility within the time limits set forth in section 3.3(b) of this Agreement.

3.7 Prohibited Transfer/Default. Any transfer which is not in substantial compliance with the above conditions shall be deemed a "**Prohibited Transfer**". Upon receipt of any evidence of a Prohibited Transfer or any other violation of the terms of this Agreement, City shall give written notice to Owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of City within ten (10) business days after the date of the notice, or within such further time as City reasonably determines is necessary to correct the violation, City may declare a default under this Agreement. Upon the declaration of a default, City may apply to a court of competent jurisdiction for specific performance of the Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate under the circumstances. Owner shall reimburse City for all reasonable City costs, including but not limited to attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) business days following City's delivery to Owner of an invoice detailing such costs.

3.8 Owner Occupancy. Prospective purchasers of a BMR Ownership Unit must sign a written statement acknowledging their agreement that the BMR Ownership Unit must be occupied as the purchaser's principal residence and that the BMR Ownership Unit may not be rented or leased (including short team leases, such as through Airbnb or comparable rental platform), except as allowed under the Resale Restriction Agreement. Further, each purchaser of a BMR Ownership Unit must annually sign a written statement certifying compliance with the foregoing requirements.

3.9 Senior Lien Holder. Any attempt to transfer title or any interest therein in violation of these covenants shall be void, provided, however, that any deed restrictions herein shall be

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

subordinate to any mortgage ("**First Deed of Trust**") held by a Senior Lien Holder and/or a federally or state chartered bank or savings and loan association qualified to do business in the State of California which mortgage was obtained at the time owner purchased the BMR Ownership Unit ("**Senior Lien Holder**"). City and Owner acknowledge and agree that this Agreement is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust held by a Senior Lien Holder including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by Owner under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust, or (b) constructing, renovating, repairing, furnishing, fixturing or equipping a BMR Ownership Unit. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of a BMR Ownership Unit to moderate income households or otherwise restricting Owner's ability to sell a BMR Ownership Unit shall have no further force or effect on subsequent owners or purchasers of the BMR Ownership Unit. Any person, including his or her successors or assigns (other than Owner or a related entity of Owner), receiving title to a BMR Ownership Unit through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to that BMR Ownership Unit free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to a BMR Ownership Unit pursuant to a deed in lieu of foreclosure, the lien of this Agreement shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) City was given written notice of a default under the First Deed of Trust, (ii) City was given a reasonable period of time under the First Deed of Trust to cure the default, and (iii) City did not timely cure the default or diligently pursue a cure of the default as determined by the Senior Lien Holder, within a minimum sixty (60) day period to be provided in such notice of default sent to City. Any and all deeds of trust recorded against a BMR Ownership Unit, other than the First Deed of Trust held by the Senior Lien Holder and/or such Senior Lien Holder's successor or assignee of its interest, shall be subordinate and subject to the terms and provisions of this Agreement.

3.10 Resale Restriction Agreement and Right of First Refusal. Each subsequent buyer of a BMR Ownership Unit shall (a) execute and record a Buyer's Occupancy And Resale Restriction Agreement With Right Of First Refusal (the "**Resale Restriction Agreement**"), substantially in the form attached hereto as Exhibit D and incorporated herein by this reference, (b) execute and deliver to City the Promissory Note Secured By Deed of Trust (the "**Promissory Note**"), substantially in the form attached hereto as Exhibit E and incorporated herein by this reference, (c) execute and record a Deed of Trust And Security Agreement (the "**Deed of Trust**"), substantially in the form attached hereto as Exhibit F and incorporated herein by this reference. The Resale Restriction Agreement and Deed of Trust must be recorded against that BMR Ownership Unit at the closing of the applicable purchase and sale of the BMR Ownership Unit. Among other things, the Resale Restriction Agreement provides that for a term in fifty-five (55) years, subsequent sales of a BMR Ownership Unit may only be made at no more than the then Affordable Sales Price (as determined by Owner and approved by City) to an Eligible Buyer that qualifies as a Moderate Income Household, that the buyer must occupy the BMR Ownership Unit as its principal residence, that the BMR Ownership Unit may not be rented or leased except as may be allowed under the Resale Restriction Agreement, that the buyer may not make the BMR Ownership Unit available for short term rentals, and that the buyer is required to annually sign a

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

written statement certifying compliance with all of the foregoing requirements; further, if an escrow for a subsequent sale of a BMR Ownership Unit is not opened within ninety (90) days of the date of a Listing Agreement, as defined in the Resale Restriction Agreement, the City or its designee shall have a right of first refusal to purchase the BMR Ownership Unit. In connection with the sale of a BMR Ownership Unit, City may, in its discretion, require prospective buyers to (i) be pre-qualified by City or its designee, (ii) execute a disclosure agreement that explains the provisions of the Resale Restriction Agreement, (iii) execute and deliver to City a Promissory Note that secures buyer's obligation to pay City Excess Sales Proceeds and Excess Rental Proceeds, as defined in the Resale Restriction Agreement, and if applicable, and (iv) execute and record the Deed of Trust that secures performance of the Promissory Note. Concurrently with the recordation of the first Resale Restriction Agreement and Deed of Trust applicable to a BMR Ownership Unit, City shall execute and cause to be recorded an instrument releasing and reconveying this Agreement with respect to such BMR Ownership Unit, so that the particular BMR Ownership Unit will no longer be encumbered by this Agreement.

4. DEFAULT AND REMEDIES

4.1 Events of Default. The following shall constitute an "Event of Default" by Owner under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the Owner without the Owner curing such breach, or if such breach cannot reasonably be cured within such 30 day period, commencing the cure of such breach within such 30 day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Section 4 of this Agreement, the specific provision shall control.

4.2 Remedies. The occurrence of any Event of Default under this Agreement shall give the City the right to proceed with an action in equity to require the Owner to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.

4.3 Obligations Personal to Owner. The liability of Owner under this Agreement to any person or entity is limited to Owner's interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of Owner under this Agreement. From and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to any Project or any other agreement securing Owner's obligations under this Agreement), shall be rendered against Owner, the assets of Owner (other than Owner's interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent Owner of the Project shall be liable or obligated for the breach or default of any obligations of Owner under this Agreement on the part of any prior

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Owner. Such obligations are personal to the person who was the Owner at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Owner. Each Owner shall comply with and be fully liable for all obligations of the Owner hereunder during its period of ownership of the Project.

4.4 Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within 30 days of the commencement of the cause.

4.5 Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

4.6 Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

4.7 Waiver of Terms and Conditions. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

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

4.9 Cure Rights. Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by (i) Owner's limited partner, or (ii) Owner's senior mortgage lender, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

5. GENERAL PROVISIONS

5.1 Guidelines. This Agreement incorporates by reference the Guidelines as of the date of this Agreement and any applicable successor sections as the Guidelines may be amended from time to time. In the event of any conflict or ambiguity between this Agreement, the requirements of state and federal fair housing laws and the Guidelines, the terms and conditions of this Agreement and the requirements of state and federal fair housing laws shall control.

5.2 Time. Time is of the essence in this Agreement.

5.3 Notices. Unless otherwise indicated in this Agreement, any notice requirement set forth herein shall be deemed to be satisfied three days after mailing of the notice first-class United States certified mail, postage prepaid, or at the time of personal delivery, addressed to the appropriate party as follows:

Owner: _____
_____
_____

Attention: _____
Email: [_____]

City : City of Menlo Park
701 Laurel Street
Menlo Park, California 94025
Attention: City Clerk

With a Copy to: Nira Doherty
Burke Williams & Sorensen, LLP
181 Third Street
San Rafael, California 94901

Such addresses may be changed by notice to the other party given in the same manner as provided above.

5.4 Successors and Assigns. This Agreement constitutes a covenant and legal restriction on the Property and shall run with the land, provided the Project remains on the Property, and all of the terms, covenants and conditions of this Agreement shall be binding upon Owner and the permitted successors and assigns of Owner.

5.5 Intended Beneficiaries. The City is the intended beneficiary of this Agreement and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement in order to, satisfy its obligations to improve, increase and preserve affordable housing within the City, as required by the Guidelines, and to provide that a certain percentage of new housing is made available at affordable housing cost to persons and families of very low, low and moderate incomes as required by the Guidelines. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

5.6 Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

5.7 Governing Law. This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

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

5.9 Approvals. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval shall not be unreasonably withheld and may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

5.10 Indemnification. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel reasonably approved by City) and hold the City, its heirs, successors and assigns (the "**Indemnitees**") harmless from and against any and all demands. losses, claims, costs and expenses, and any other liability whatsoever, including without limitation, reasonable accountants' and attorneys' fees, charges and expense (collectively, "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 7.10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 7.10 shall survive the expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period

5.11 Insurance Coverage. Throughout the Affordability Period, Owner shall comply with the insurance requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit C.

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

5.13 Satisfaction of Project Wide Affordable Housing Agreement Requirements. The City hereby acknowledges and agrees that Owner's execution and delivery of this Agreement and the performance of Owner's obligations herein, satisfies Project Wide Developer's obligation to execute and record a Below Market Rate Housing Agreement and Declaration of Restrictive Covenants against the Property as set forth in Section 5 of the Parkline Housing Agreement.

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

SIGNATURES ON FOLLOWING PAGE(S).

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

OWNER:

[_____], a
[_____]

By:_____

Its:

CITY:

CITY OF MENLO PARK, a California municipal corporation

By:_____
City Manager

ATTEST:

By:_____
City Clerk

List of Exhibits:
Exhibit A: Legal Description
Exhibit B: BMR Ownership Unit Composition
Exhibit C: Insurance Requirements
Exhibit D: Resale Restriction Agreement
Exhibit E: Promissory Note
Exhibit F: Deed of Trust

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT A
LEGAL DESCRIPTION

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT B

COMPOSITION OF BMR OWNERSHIP UNITS

Development Parcel	Housing Type and Amount	Moderate Income Units
TH1 Parcels (Lots X, Y, Z of VTM)	3 Detached Townhomes	__ one-bed __ two-bed __three-bed __four-bed
TH2 Parcel (Lot 8 of VTM)	4 Attached Townhomes	__ one-bed __ two-bed __ three-bed __ four-bed

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT C
Insurance Requirements

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

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

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

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

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

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

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

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

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

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

(d) Employer's Liability:

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

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

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

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

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

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

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

(a) The Indemnitees are to be covered as Additional Insureds as respects: liability

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

arising out of activities performed by or on behalf of the Owner; products and completed operations of the Owner; premises owned, occupied or used by the Owner; or automobiles owned, leased, hired or borrowed by the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees. Additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

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

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

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

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

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

(g) Owner agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against Indemnitees regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with any construction on the Property to do likewise. Each insurance policy shall contain a

waiver of subrogation for the benefit of City. If any required insurance is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the applicable occurrence limits specified above.

(h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. For all liability insurance required by this Agreement, Owner (and Owner's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Owner (and Owner's contractors, as

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

applicable) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Owner (or Owner's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Owner (or Owner's contractors as applicable) obtains insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

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

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT D

RESALE RESTRICTION AGREEMENT

[***See Attached***]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: _____

Exempt From Recording Fee Per *(Space above for Recorder's Use)*
Government Code Section 27383 And Building Homes And Jobs Trust Fund Fee Per
Government Code Section 27388.1(a)(2)(D)

BUYER'S OCCUPANCY AND RESALE RESTRICTION AGREEMENT WITH RIGHT OF FIRST REFUSAL

CITY OF MENLO PARK
(*Insert Property Address*)

This Buyer's Occupancy and Resale Restriction Agreement with Right of First Refusal (this "Agreement") is entered into as of _____, 20__, by and between the City of Menlo Park, a California municipal corporation (the "City"), and _____ (the "Owner").

RECITALS

A. Pursuant to the terms of that certain Below Market Rate Housing Agreement And Declaration Of Restrictive Covenants (Parkline Masterplan – Parcel [__]) (the "Restrictive Covenant"), recorded on _____, 20__, as Document No. _____ in the Official Records of the Office of the San Mateo County Recorder ("Official Records"), that certain property described in Exhibit A to this Agreement (the "Home") was designated as a Ownership BMR Unit, to be made available for sale only to Moderate Income Households at a price not to exceed a Moderate Income Housing Cost for a period of fifty-five (55) years.

B. Owner is a Moderate Income Household, and is purchasing the Home. As a condition of purchasing the Home, and in exchange for having the opportunity to acquire the Home at a price not to exceed a Moderate Income Housing Cost, Owner is required to enter into this Agreement to ensure the continued affordability of the Home, consistent with the Restrictive Covenant.

C. This Agreement also provides the City a right of first refusal to purchase the Home at a Restricted Price, given in consideration of the economic benefits to the Owner resulting from the purchase of the Home at a price not to exceed a Moderate Income Housing Cost.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

NOW, THEREFORE, in consideration of the mutual covenants, promises, and benefits of this Agreement, the sufficiency of which is hereby acknowledged, the Owner and the City agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. Unless otherwise specified in this Agreement, the following capitalized terms shall have the meanings set forth below:

(a) "Additional Financing", if obtained by Owner, is defined in Section 2.1.

(b) "Agreement" is defined in the opening paragraph.

(c) "Area Median Income" shall mean the median income for San Mateo County, California as determined by the U.S. Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937, and as published from time to time by the California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c). For purposes of calculating a Moderate Income Housing Cost, Area Median Income shall be adjusted for an assumed household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and one additional person for every additional bedroom thereafter. For purposes of determining whether a household is a Moderate Income Household, Area Median Income shall be adjusted according to the actual size of that household.

(d) "City" is defined in the opening paragraph.

(e) "City Deed of Trust" shall mean the deed of trust, the form of which is attached hereto as Exhibit C, executed by the Owner for the benefit of the City and securing the City Note.

(f) "City Note" shall mean the promissory note, the form of which is attached hereto as Exhibit B, executed by the Owner securing the Owner's payment of Excess Sales Proceeds.

(g) "Default" is defined in Section 5.1.

(h) "Excess Sales Proceeds" shall mean the amount by which the gross sales proceeds received by the Owner from a Transfer of the Home exceeds the maximum possible Moderate Income Housing Cost.

(i) "Fair Market Value" means the value of the Home as determined by an appraisal dated no sooner than thirty (30) days prior to the date of the Owner's Notice of Intent to Sell and prepared by a certified Member of the Appraisal Institute (MAI) chosen by the Owner with experience appraising residential properties in San Mateo County.

(j) "First Lender Loan" is defined in Section 2.1.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

(k) "Form of Release" is defined in Section 4.6(c).

(l) “Home” is defined in Recital A.

(m) "Inheriting Owner" is defined in Section 4.3.

(n) “Listing Agreement” is defined in Section 4.4(c).

(o) "Moderate Income Household" shall mean a household whose gross income upon initial occupancy is no more than one hundred twenty percent (120%) of Area Median Income; provided that "gross income" shall include the combined, gross, pre-tax income of all adult occupants of the household, as calculated under California Code of Regulations, Title 25, Section 6914.

(p) "Moderate Income Housing Cost" shall mean a sales price of the Home calculated to result in a monthly obligation to pay mortgage payments (principal and interest), property taxes, property insurance, mortgage insurance, utilities, and homeowners’ association dues (if applicable) in an aggregate amount not greater than one-twelfth of thirty-three percent (33%) of one hundred twenty percent (120%) of Area Median Income, assuming a fixed 30-year mortgage at then-current prevailing interest rates and an assumed down payment of ten percent (10%) of the sales price.

(q) "Official Records" is defined in Recital A.

(r) "Owner" is defined in the opening paragraph.

(s) "Owner's Notice of Intent to Sell" is defined in Section 4.4(a).

(t) "Permitted Transfer" is defined in Section 4.1.

(u) "Proposed Purchaser" is defined in Section 4.4(c).

(v) “Purchase Agreement” is defined in Section 4.6(a).

(w) "Response Notice" is defined in Section 4.4(b)

(x) "Restricted Price" is defined in Section 4.6(a).

(y) “Restrictive Covenant” is defined in Recital A.

(z) "Right of First Refusal" is defined in Section 4.6(a).

(aa) "Spouse" shall mean, (i) an individual legally married to the Owner; (ii) a registered domestic partner of the Owner, pursuant to Family Code Section 297, et seq.; or (iii) a registered domestic partner of the Owner pursuant to any local domestic partner registry created by any city, county, or city and county in California.

(bb) "Transfer" is defined in Section 4.1, and for greater clarity does not include a Permitted Transfer.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Section 1.2 Exhibits. The following exhibits are attached to this Agreement, and are incorporated by this reference:

EXHIBIT A: Legal Description of the Home

EXHIBIT B: Form of City Note

EXHIBIT C: Form of City Deed of Trust

ARTICLE 2. APPROVED FINANCING; LIEN PRIORITY

Section 2.1 Approved Financing. The City acknowledges that the Owner is acquiring the Home, in part, with a first purchase money loan (the "First Lender Loan"). [The City further acknowledges that the Owner is acquiring the Home with the following additional financing, which has been approved in advance by the City (the "Additional Financing"): ___.]

Section 2.2 Lien Priority. This Agreement is accompanied by the City Note from the Owner to the City pursuant to which the Owner agrees to pay any Excess Sales Proceeds to the City. The City Note is secured by the City Deed of Trust. The City Deed of Trust is subordinate to this Agreement, the First Lender Loan, and the lien of the Additional Financing, if any. However, this Agreement shall be superior to and have lien priority to the lien of the First Lender Loan, Additional Financing, if any, and any other lien, mortgage or deed of trust encumbering the Home.

ARTICLE 3.OWNER CERTIFICATIONS AND GENERAL OBLIGATIONS

Section 3.1 Owner Certification. The Owner certifies that the financial and other information previously provided in order to qualify to purchase the Home is true and correct as of the date first written above.

Section 3.2 Owner Occupation. The Owner shall occupy the Home as the Owner's principal and sole place of residence within thirty (30) days of close of escrow and for the entire term of this Agreement. The Owner shall be considered as occupying the Home if the Owner is living in the Home for at least ten (10) months out of each calendar year. Owner shall comply with reasonable requests from the City to certify that the Home is occupied as the Owner's principal residence.

Section 3.3 No Rentals. The rental or lease of the Home or any portion thereof for any period of time is prohibited.

Section 3.4 Maintenance.

(a) The Owner shall maintain the Home and all landscaping in good repair and in a neat, clean, sanitary, and orderly condition, in accordance with all applicable laws, so as not to cause any nuisance. The Owner agrees not to commit any waste or to permit deterioration of the Home, and shall make reasonable repairs to the Home as necessary.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

(b) The Owner shall pay all homeowners association assessments levied against the Home on or before the due date of the assessment, and shall perform all obligations required in any declaration of covenants, conditions, and restrictions recorded against the Home.

Section 3.5 Insurance. The Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the Home. Additional insurance requirements are set forth in the City Deed of Trust. The Owner shall provide the City with evidence of required insurance coverage upon request. If the Home is damaged or destroyed and the Owner elects not to rebuild or repair the Home, the Owner shall pay the City the portion of any insurance proceeds received by the Owner for such destruction or damage that is in excess of a Moderate Income Housing Cost.

ARTICLE 4.RESTRICTIONS ON RESALE OR TRANSFER

Section 4.1 Transfer. Any Transfer of the Home will be subject to the provisions of this Agreement including, without limitation, the exercise of the City's Right of First Refusal. Any Transfer without satisfaction of the provisions of this Agreement shall constitute a Default. For purposes of this Agreement, "Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Home, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, an interest evidenced by a land contract by which possession of the Home is transferred and Owner retains title, any lien or mortgage, or a deed of trust, including any refinancing of the First Lender Loan, Additional Financing, if any, and any other lien, mortgage or deed of trust. A Transfer shall not include any of the following, each instead a "Permitted Transfer":

(a) To an existing Spouse;

(b) By an Owner to a Spouse where the Spouse becomes the co-owner of the Home;

(c) Between Spouses as part of a dissolution proceeding;

(d) To an existing Spouse by devise or inheritance following the death of the Owner;

(e) To an existing joint tenant with the right of survivorship upon the death of an Owner, provided the joint tenant(s) are listed as parties to this Agreement as of the date of this Agreement; or

(f) By Owner to an inter vivos revocable trust in which the Owner is the beneficiary, trustor, and trustee.

Section 4.2 Notice of Permitted Transfer; Other Conditions. Owner shall provide written notice of all Permitted Transfers to the City within thirty (30) days of the date of the Permitted Transfer; and Owner shall continue to occupy the Home as his or her principal place of residence, except where the Permitted Transfer occurs because of the Owner's death, in which event the transferee shall owner-occupy the Home and affirmatively assume Owner's obligations under this Agreement, the City Note, and the City Deed of Trust.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Section 4.3 Inheritance.

(a) In the event a Transfer occurs by devise or inheritance due to death of the Owner, the administrator of the Owner's estate or the person inheriting the Home shall provide written notice to the City of the Owner's death within sixty (60) days of the date of death.

(b) Prior to taking title to the Home, the person inheriting the Home (the "Inheriting Owner") shall provide the City with income information, to be verified by the City, so that the City may determine if the Inheriting Owner is a Moderate Income Household. If the Inheriting Owner fails to provide required financial information and/or documentation, he or she shall be deemed not to qualify as a Moderate Income Household. If the Inheriting Owner qualifies as a Moderate Income Household, he or she shall succeed to the Owner's interest and obligations under this Agreement, the City Note, and the City Deed of Trust, and new documents shall be executed between the Inheriting Owner and the City and recorded against the Home, and the documents with the Inheriting Owner shall have a remaining term of fifty-five (55) years. If the Inheriting Owner fails to qualify as a Moderate Income Household, he or she shall be required to Transfer the Home as set forth in Section 4.4, below; provided, however that the Inheriting Owner may own and occupy the Home for up to twelve (12) months prior to providing an Owner's Notice of Intent to Sell to the City, and provided further that the Inheriting Owner remains in compliance with the requirements of this Agreement and the City Deed of Trust. The Inheriting Owner shall not be required to occupy the Home during this twelve (12)-month time period, but shall not rent the Home except as provided in Section 3.4 above.

(c) If the Inheriting Owner is a minor child, such Inheriting Owner and his or her legal guardian may occupy the Home for the time period prescribed in Probate Code Section 6500 without the City determining that the legal guardian qualifies as a Moderate Income Household.

(d) For greater clarity, this Section does not apply in the case of a Permitted Transfer resulting from the Owner's death.

Section 4.4 Sale of the Home.

(a) If the Owner intends to Transfer or vacate the Home, the Owner shall give the City prompt written notice of such intent (the "Owner's Notice of Intent to Sell"). The Owner shall give the Owner's Notice of Intent to Sell prior to taking any affirmative steps to sell the Home, such as listing the Home on the Multiple Listing Service. The Owner's Intent to Sell shall include, (i) the address of the Home; (ii) the date on which the Owner intends to vacate the Home; (iii) the date the Home will be placed on the market; and (iv) the Owner's daytime phone number.

(b) Upon receipt of the Owner's Notice of Intent to Sell, the City shall calculate the Moderate Income Housing Cost, and shall submit such calculation to the Owner within fifteen (15) days of Owner's Notice of Intent to Sell (the "Response Notice").

(c) After delivering the Owner's Notice of Intent to Sell, the Owner shall ensure that the Home is in a saleable condition, and after receipt of the City's Response Notice may take steps to market the Home to a buyer (the "Proposed Purchaser"). Owner shall retain a

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

real estate agent, real estate broker, or similar professional to assist Owner with the sale of the Home and any commission or other charge of a real estate agent, real estate broker, or similar professional retained by Owner shall be Owner's exclusive obligation, and the City shall not be liable for any such cost. The Owner shall use bona fide good faith efforts to sell the Home in compliance with this Agreement, which shall include listing the Home on the Multiple Listing Service, keeping the Home in an orderly condition, making it available to show agents and prospective buyers, and providing buyers with eligible purchaser requirements, including income qualifications. Owner shall provide to City a fully executed and dated copy of the agreement (the "Listing Agreement") between Owner and the real estate agent, real estate broker, or similar professional engaged by Owner to assist with the sale of the Home within five (5) days of its execution.

(d) Any Proposed Purchaser shall be a Moderate Income Household. The sale shall be at a Moderate Income Housing Cost, and although closing costs shall not be included in the sales price for purposes of determining the maximum sales price, closing costs paid by the Proposed Purchaser shall be reasonable and customary in San Mateo County. The City shall verify that the sale complies with this subsection, as described in Section 4.5, below. As a condition of the City's approval of the sale, the Proposed Purchaser shall agree to sign a promissory note, deed of trust, and buyer's occupancy and resale restriction with right of first refusal substantially similar to this Agreement. It shall be a Default under this Agreement if escrow closes without the foregoing documents being executed by the Proposed Purchaser and recorded as part of the escrow, and certified copies of all of the foregoing documents shall be forwarded to the City within three (3) days of the close of escrow, together with all other information and documentation relating to the escrow that the City may reasonably request.

Section 4.5 City Approval of Proposed Sale.

(a) The Owner and the Proposed Purchaser shall provide the following information and documents to the City within ten (10) days of an offer from the Proposed Purchaser:

(1) The name, address and telephone number in writing of the Proposed Purchaser.

(2) A signed financial statement of the Proposed Purchaser in a form acceptable to the City and any other supporting documentation requested by the City. Owner acknowledges that the City may request the following documentation, (i) pay stubs for the most recent pay periods; (ii) income tax returns for the three (3) most recent tax years; (iii) an income verification form from the Proposed Purchaser's current employer; (iv) an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; and/or (v) if the Proposed Purchaser is unemployed and has no such tax return, another form of independent verification of income. The financial information shall be used by the City to determine the income eligibility of the Proposed Purchaser.

(3) The proposed sales contract and all other related documents which shall set forth all the terms of the sale of the Home, including a HUD-1 Settlement Statement.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Said documents shall include at least, (i) the sales price; and (ii) the price to be paid by the Proposed Purchaser for the Owner's personal property, if any, for the services of the Owner, if any, and any credits, allowances or other consideration, if any.

(b) Within ten (10) days (excluding weekends and City holidays) of receipt of the documentation and information described in subsection (a) of this Section, the City shall approve or disapprove the Proposed Purchaser and terms of sale. Within ten (10) days of the City's approval, but in any event prior to the close of escrow, the Owner and Proposed Purchase Purchaser shall notify the City of the name of the title company escrow holder for the sale of the Home, the escrow number, and name, address, and phone number of the escrow officer.

Section 4.6 City Right of First Refusal; Release.

(a) If an escrow is not opened within ninety (90) days of the date of the Listing Agreement, the City or its designee shall, for a period of ninety (90) additional days, have a right of first refusal (the "Right of First Refusal") to purchase the Home at the lesser of, (i) the Fair Market Value, or (ii) the maximum possible price that is a Moderate Income Housing Cost (the "Restricted Price"). The exercise of the City's Right of First Refusal shall be in the City's sole and absolute discretion, and City shall have no obligation to the Owner, a successor in interest to the Owner, or any other person to exercise the same. The City or its designee shall exercise the Right of First Refusal by delivering notice of the same to the Owner, together with the City's calculation of the Restricted Price and a standard form of California Residential Purchase Agreement And Joint Escrow Instructions (the "Purchase Agreement") prepared by the California Association of Realtors or similar organization, executed by City. Owner shall countersign the Purchase Agreement and promptly return a fully executed copy thereof to the City within five (5) days of receipt. Within sixty (60) days of the date of the Purchase Agreement, the City or its designee shall complete the purchase of the Home, bearing all customary closing costs for buyers in San Mateo County. Owner shall execute any and all documents, instruments and instructions as may reasonably be required by City or escrow to complete the sale of the Home to City or its designee. Thereafter, this Agreement shall be released from the Home.

(b) Notwithstanding subsection (a) of this Section, the Owner may continue to market the Home during the City's period within which to exercise the Right of First Refusal. If the Owner receives an offer on the Home from a Proposed Purchaser during that period, then during the City's review of documentation pursuant to Section 4.5 above, the City may exercise its Right of First Refusal, provided that in that case the City shall be required to pay Owner for the Home the greater of, (i) the Restricted Price, or (ii) the amount of the Proposed Purchaser's offer, not to exceed a Moderate Income Housing Cost.

(c) If the City or designee does not exercise its right of first refusal within the ninety (90) day period set forth in subsection (a) of this Section, then the Owner shall be free to sell the Home to any buyer at any price without restriction or City approval, and the City shall execute and record in the Official Records a release and reconveyance of this Agreement; provided, however, that the Owner shall assign any Excess Sales Proceeds to the City to be used by the City for affordable housing programs.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Section 4.7 Refinance and Subordinate Loans.

(a) Any refinancing of the First Lender Loan or the Additional Financing, and any new subordinate loans, shall require the City's approval, which shall not be unreasonably delayed or conditioned, and which shall be granted if such financing is consistent with the requirements of this Section.

(b) The City shall permit a prepayment and refinance of the First Lender Loan, provided that,

(1) Following such refinance, the principal amount of all debt secured by the Home does not exceed the greater of, (i) ninety percent (90%) of the Moderate Income Housing Cost, (ii) the remaining balance on the First Lender Loan, or (iii) such other amount approved in writing by the City in its sole and absolute discretion in order to prevent substantial hardship to the Owner;

(2) The refinanced First Lender Loan is a fully amortized fixed rate loan, is fully documented, has a term not exceeding thirty (30) years, and requires no balloon payments;

(3) If the remaining balance of the original First Lender Loan exceeds ninety percent (90%) of the Moderate Income Housing Cost, then the refinanced First Lender Loan reduces the Owner's principal and interest payments; and

(4) The total new housing cost to the Owner after the refinance does not exceed the Owner's ability to pay, as reasonably determined by City.

(c) Subordinate loans, including second or junior loans and equity lines of credit, are not permitted except as expressly approved by the City in writing. The City shall permit only those subordinate loans that conform to all of the following:

(1) Following the addition of the subordinate loan (calculated assuming a maximum permitted draw on any equity line of credit), the principal amount of all debt secured by the Home shall not exceed the greater of, (i) seventy-five percent (75%) of the Moderate Income Housing Cost, (ii) the remaining balance on the First Lender Loan, or (iii) such other amount approved in writing by the City in its sole and absolute discretion in order to prevent substantial hardship to the Owner; and

(2) The total new housing cost to the Owner does not exceed the Owner's ability to pay, as reasonably determined by City.

ARTICLE 5. DEFAULT AND REMEDIES

Section 5.1 Defaults. The following events shall constitute a default ("Default") by the Owner under this Agreement:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

(a) Any material misrepresentation by the Owner has occurred to obtain the benefits of purchase of the Home or in connection with any of Owner's obligations under this Agreement;

(b) The Owner fails to occupy the Home as required under Section 3.2, and such failure continues uncured sixty (60) days following written notice by the City;

(c) The Owner rents or leases the Home in violation of Section 3.3 above;

(d) The Owner fails to provide information to the City required under this Agreement necessary to determine the Owner's compliance with the Agreement;

(e) The Owner makes any Transfer in violation of this Agreement, including any refinancing of the First Lender Loan, Additional Financing, if any, and any other lien, mortgage or deed of trust in violation of Section 4.7;

(f) A notice of default is issued under the First Lender Loan or other financing secured by the Home;

(g) A lien is recorded against the Home other than as a result of a Transfer approved by the City, and the Owner fails to discharge the lien within thirty (30) days of its recordation; provided, however, that nothing herein requires the Owner to pay any claims for labor, materials or services which the Owner in good faith disputes and is diligently contesting provided that the Owner shall, within thirty (30) days after the filing of any claim of lien, record in the Official Records, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien;

(h) The Owner commits any violation of the City Note or City Deed of Trust not otherwise specified in this Section, subject to any notice and cure provision in such document;

(i) The Owner declares bankruptcy or makes an assignment of assets for the benefit of creditors; and

(j) The Owner otherwise commits a material breach of this Agreement, and such breach remains uncured thirty (30) days following written notice by the City, provided that, if the breach cannot reasonably be cured within thirty (30) days, the Owner shall commence a cure within thirty (30) days, and shall effectuate a cure as soon as reasonably practicable thereafter.

Section 5.2 Payment of Excess Sales Proceeds. The Owner acknowledges and agrees to execute the City Note and the City Deed of Trust, and to pay any Excess Sales Proceeds to the City upon Transfer of the Home. This amount shall constitute a debt of the Owner to the City, further evidenced by the City Note and secured by the City Deed of Trust. The Owner acknowledges that the City shall have no obligation to cause termination of this Agreement or reconveyance of the City Deed of Trust until any Excess Sales Proceeds are paid to the City. The City shall use any such proceeds for affordable housing programs. The Owner and the City acknowledge that the formula for calculating the amount of Excess Sales Proceeds due from the

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Owner to the City is intended to cause the Owner to receive the same or fewer net sales proceeds from the Sale of the Home at an unrestricted price to a market purchaser (in violation of this Agreement) as the Owner would receive from the sale of the Home at a Moderate Income Housing Cost.

Section 5.3 Remedies. Upon a Default, the City may exercise every remedy available at law, in equity, or under this Agreement (no such remedy being exclusive of any other available remedy), including by declaring Excess Sales Proceeds immediately due and payable, and, without further demand, accelerating payments due under the City Note and exercise the City's power of sale under the City Deed of Trust.

ARTICLE 6. NOTICE OF DEFAULT AND FORECLOSURE

Section 6.1 Request for Notice. A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Home shall be recorded by the City in the Official Records. The City may declare a Default under this Agreement upon receipt of any notice given to the City pursuant to Civil Code Section 2924b, and may exercise its rights as provided in Article 5.

Section 6.2 City Cure and Redemption Rights. In the event of default and foreclosure, the City shall have the same right as the Owner to cure defaults and redeem the Home prior to the foreclosure sale. Nothing herein shall be construed as creating any obligation of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

Section 6.3 Restriction on Foreclosure Proceeds. If a creditor acquires title to the Home through deed in lieu of foreclosure, a trustee's deed upon sale, or otherwise, the Owner shall not be entitled to proceeds of sale to the extent that such proceeds otherwise payable to the Owner when added to the proceeds paid or credited to the creditor exceed a Moderate Income Housing Cost. The Owner shall instruct the holder of such excess proceeds to pay such proceeds to the City in consideration of the benefits received by the Owner through purchase of the Home under this Agreement.

ARTICLE 7. CITY NONLIABILITY AND OWNER'S INDEMNITY

Section 7.1 Nonliability for Negligence, Loss, or Damage. The Owner acknowledges and agrees that the relationship between the Owner and the City is solely that of an owner and an administrator of a City housing program, and that the City does not undertake or assume any responsibility for, or duty to, the Owner, to select, review, inspect, supervise, pass judgment on, or inform the Owner of the quality, adequacy, or suitability of the Home or any other matter. The City owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns, shall ever claim or have or assert any right or action against the City for any loss, damage, or other matter arising out of, or resulting from, any condition of the Home, and will hold the City harmless from any liability, loss, or damage for these things.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Section 7.2 Indemnity. Owner agrees to defend, indemnify, and hold the City harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the City may incur as a direct or indirect consequence of, (i) any Default by the Owner, (ii) the failure at any time of any of Owner's representations to the City to be true and correct, or (iii) Owner's purchase, ownership, use, or possession of the Home.

Section 7.3 Owner agrees on behalf of itself and its heirs, successors, and assigns, that the provisions of Section 7.1 and 7.2 above shall survive the expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS PROVISIONS

Section 8.1 Term of Agreement. All the provisions of this Agreement, including the benefits and burdens, run with the land and the Home and this Agreement shall bind, and the benefit hereof shall inure to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City and its successors for a term of fifty-five (55) years commencing on the date of recordation of this Agreement, or the date of Transfer of the Home to the City or another purchaser in compliance with this Agreement (including execution by the purchaser of a new resale restriction and option to purchase agreement for the benefit of the City). At the expiration of the Term and release of this Agreement, Owner shall no longer be subject to the affordability requirements included in this Agreement. Subject to Section 4.6(c), if the Owner sells the Home in accordance with this Agreement, upon the buyer's execution and recordation of a promissory note, deed of trust, and buyer's occupancy and resale restriction with right of first refusal substantially similar to this Agreement, the City shall cause a completed and executed Form of Release to be recorded against the Home to release the Owner from this Agreement and the City Deed of Trust, and the Owner shall, thereafter, have no further liability under the City Note.

Section 8.2 Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, gender or gender identification, sex, sexual orientation, family or marital status, ancestry, veteran status, or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Home, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home. The foregoing covenant shall run with the land.

Section 8.3 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.4 Controlling Law and Venue. The terms of this Agreement shall be construed according to the laws of the State of California, and venue for any legal action arising out of or pertaining to this Agreement shall be in San Mateo County, California.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Section 8.5 No Waiver. No delay or omission in the exercise of any right or remedy of the City upon any Default by the Owner shall be construed as a waiver of such right, or of a continuing waiver in the case of future Defaults.

Section 8.6 Notices. Wherever this Agreement requires any notice from either party, the notice shall be sent by personal delivery, certified mail, return receipt requested, or express delivery service with a delivery receipt, and shall be deemed effective as of the date received or the date delivery was refused as indicated in a return receipt. Unless otherwise provided by either party by written notice to the other party, notice to the Owner shall be to the address of the Home, and notice to the City shall be to the attention of the City Manager to the then current address of City Hall.

Section 8.7 Covenants Running with the Land.

(a) Owner hereby subjects the Home to the covenants and restrictions set forth in this Agreement. Owner hereby declares his or her express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land for the term of this Agreement, and shall pass to and be binding upon all parties having any interest in the Home throughout the term of this Agreement. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Home or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted subject to this Agreement regardless of whether the other party or parties to such contract have actual knowledge of this Agreement.

(b) The Owner and the City hereby declare their understanding and intent that,

(1) The covenants and restrictions contained in this Agreement shall be construed as covenants running with the land pursuant to Civil Code Section 1468, and not as conditions which might result in forfeiture of title by Owner;

(2) The burden of the covenants and restrictions set forth in this Agreement touch and concern the Home in that the Owner's legal interest in the Home may be rendered less valuable thereby; and

(3) The benefit of the covenants and restrictions set forth in this Agreement touch and concern the land by enhancing and increasing the enjoyment and use of the Home by eligible purchasers, the intended beneficiaries of such covenants and restrictions.

(4) All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon Owner for the benefit of the City and eligible purchasers, and such covenants and restrictions shall run in favor of such parties for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the City is an owner of any land or interest therein to which such covenants and restrictions relate.

Section 8.8 Owner's Acknowledgment of Resale Restriction. Owner hereby acknowledges and agrees that:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

(a) Owner hereby subjects the Home to certain restrictions, and limits the price for which Owner may sell the Home and the persons to whom Owner may sell the Home. The resale price limitation, and other provisions contained in this Agreement, restrict the full benefits of owning the Home. Owner may not enjoy the same economic or other benefits from owning the Home that Owner would enjoy if this Agreement did not exist.

(b) Absent the provisions of this Agreement, the Home could not be made available to eligible purchasers at a Moderate Income Housing Cost, including Owner.

(c) Owner understands all of the provisions of this Agreement. Owner accepts and agrees to the provisions of this Agreement with the understanding that this Agreement will remain in full force and effect as to the Home following any Transfer of the Home throughout the term of this Agreement.

(d) OWNER UNDERSTANDS THAT THE DETERMINATION OF THE MAXIMUM RESTRICTED RESALE PRICE OF THE HOME TO AN ELIGIBLE PURCHASER CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INCREASES IN AREA MEDIAN INCOME AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED AND THAT THE SALES PRICE PERMITTED HEREUNDER MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS AGREEMENT. OWNER FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE SALES PRICE OF THE HOME THE PRIMARY OBJECTIVE OF THE CITY AND THIS AGREEMENT IS TO PROVIDE HOUSING TO ELIGIBLE PURCHASERS AT AN AFFORDABLE HOUSING COST.

THE MAXIMUM RESTRICTED RESALE PRICE WILL ALMOST CERTAINLY BE LESS THAN OTHER SIMILAR PROPERTIES THAT HAVE NO RESTRICTIONS.

[***Signatures to Follow***]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

CITY OF MENLO PARK,
a municipal corporation

By: _____
Name: _____
City Manager

[***Signature Must Be Notarized***]

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

OWNER:

By: _____
Name: _____

By: _____
Name: _____

[***Signatures Must Be Notarized***]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT A
LEGAL DESCRIPTION

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT B
CITY NOTE

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT C
CITY DEED OF TRUST

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT E

PROMISSORY NOTE

[***See Attached***]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

NOTICE TO OWNER: THIS DOCUMENT CONTAINS PROVISIONS RESTRICTING RESALES AND ASSUMPTIONS.

PROMISSORY NOTE
SECURED BY DEED OF TRUST

(City of Menlo Park Ownership BMR Unit)

Menlo Park, California

Excess Sales Proceeds

[DATE]

FOR VALUE RECEIVED, the undersigned owner of the Home, _____ (the "Owner"), promises to pay the City of Menlo Park, a California municipal corporation (the "City"), at 701 Laurel Street, Menlo Park, California 94025, Attn: Housing Division, or such other place as the City may designate in writing, any amounts due the City as Excess Sales Proceeds pursuant to the Resale Restriction Agreement.

1. Purpose of Note. Owner is purchasing the Home located at _____ in the City of Menlo Park pursuant to the City of Menlo Park's below market rate housing program, which provides for the purchase of homes by moderate income households at affordable prices. Because the purchase price has been restricted to a moderate income housing cost, the Owner is required and has agreed to execute a Resale Restriction Agreement which restricts the price of the Home upon resale and which requires the Owner to pay any Excess Sales Proceeds at resale to the City. In addition, the Resale Restriction Agreement prohibits the Owner from renting or leasing the Home. This promissory note (the "Note") evidences the obligation of the Owner to pay any Excess Sales Proceeds to the City.

2. Definitions. The terms set forth in this section shall have the following meanings in this Note.

(a) "City" shall have the meaning set forth in the opening paragraph hereof.

(b) "Deed of Trust" shall have the meaning set forth in Section 4 hereof.

(c) "Excess Sales Proceeds" shall have the meaning set forth in the Resale Restriction Agreement.

(d) "Home" shall mean the dwelling and the real property, on which the dwelling is located, which secure the Deed of Trust.

(e) "Note" shall have the meaning set forth in Section 1 hereof.

(f) "Owner" shall have the meaning set forth in the opening paragraph hereof.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

(g) "Resale Restriction Agreement" shall mean the Buyer's Occupancy And Resale Restriction Agreement With Right of First Refusal executed by the Owner and the City and recorded on _____, in the official records of San Mateo County as Instrument No. _____, in connection with the Owner's purchase of the Home.

(h) "Term" shall mean the term of this Note, which shall be the same as the term of the Resale Restriction Agreement, as set forth in Section 8.1 of the Resale Restriction Agreement.

(i) "Transfer" shall have the meaning set forth in the Resale Restriction Agreement.

3. Payments. In the event any Excess Sales Proceeds become due and payable under the Resale Restriction Agreement, such amounts shall be immediately due and payable hereunder. Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due in the event of a subsequent Transfer.

4. Security. This Note is secured by a deed of trust dated the same date as this Note, executed by the Owner and City and recorded on _____, in the official records of San Mateo County as Instrument No. _____ (the "Deed of Trust").

5. Due on Transfer. Any amounts due under this Note shall be due and payable in full on the date of any Transfer of the Home.

6. Default and Acceleration. The Owner shall be in default under this Note if he or she is in default under the Resale Restriction Agreement. Upon the occurrence of a default under this Note, the full amount of any Excess Sales Proceeds due under the Resale Agreement shall be immediately due and payable.

7. Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, gender or gender identification, sex, sexual orientation, family or marital status, ancestry, veteran status, or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Home, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home.

8. Indemnity. Owner agrees to defend, indemnify, and hold City and its employees, agents, officers, and council members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorney's fees that the City may incur as a direct or indirect consequence of Owner's failure to perform any obligations as and when required by this Note, the Deed of Trust, or the Resale Restriction Agreement.

9. No Waiver by City. Any failure by the City to pursue its legal and equitable remedies upon default shall not constitute a waiver of the City's right to declare a default and exercise all of its rights under this Note, the Resale Restriction Agreement, and the Deed of Trust. Nor shall acceptance by the City of any payment provided for herein constitute a waiver of the City's right to require prompt payment of any remaining payments owed.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

10. Attorney's Fees and Costs. Owner agrees that if any amounts due under this Note are not paid when due, to pay in addition to principal and accrued interest, all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

11. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

12. No Offset. Owner hereby waives any rights of offset it now has or may hereafter have against City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

13. Waiver. Owner and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, notice of dishonor and notice of non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys' fees.

14. Notices. All notices required in this Note shall be sent by certified mail, return receipt requested, or express delivery service with a delivery receipt, or personally delivered with a delivery receipt obtained and shall be deemed to be effective as of the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the notice was returned as undeliverable as follows:

To the Owner:

At the address of the Home.

To the City:

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

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

15. Controlling Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

16. Assignment by City. The City may assign its right to receive the proceeds under this Note to any person and upon notice to the Owner by the City all payments shall be made to the assignee.

17. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

18. Entire Agreement. This Note (along with the Resale Restriction Agreement and Deed of Trust) sets forth the entire understanding and agreement of the City and the Owner and any amendment, alteration or interpretation of this Note must be in writing signed by both the City and the Owner.

OWNER:

_____

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT F

DEED OF TRUST

[***See Attached***]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: _____

Exempt From Recording Fee Per Government Code Section 27383 and Building Homes & Jobs Trust Fund Fee Per Government Code Section 27388.1(a)(2)(D)

(Space above for Recorder's Use)

DEED OF TRUST
AND SECURITY AGREEMENT
([*Insert Property Address*])

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") made as of _____, 20__, among the trustor, _____ _____ (the "Owner"), whose address is _____, and _____ _____ (the "Trustee"), and the City of Menlo Park, a California municipal corporation (the "City") as Beneficiary.

The Owner, in consideration of the promises herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to the Trustee, in trust, with power of sale, the property located in San Mateo County, State of California, described in the attached Exhibit A and more commonly known as: _____ _____Menlo Park, California (the "Property").

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

same are, or shall be attached to said building or buildings in any manner; and all of the foregoing, together with the Property, is herein referred to as the "Security";

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever;

TO SECURE to the City the performance of the covenants and agreements of Owner contained in that certain Buyer's Occupancy And Resale Restriction Agreement With Right of First Refusal executed by and between the Owner and the City of even date herewith (the "Resale Agreement");

TO SECURE to the City the payment of Excess Sales Proceeds (as defined in the Resale Agreement) and Excess Rental Proceeds (as defined in the Resale Agreement) that may become due by Owner to City, which payment obligation is further evidenced by a promissory note executed by the Owner to the City dated of even date herewith (the "Note"); and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Owner herein contained.

OWNER AND CITY COVENANT AND AGREE AS FOLLOWS:

1. Owner's Estate. That Owner is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, that other than this Deed of Trust, the Security is encumbered only by [*amend as necessary to include subordinate acquisition loans*]: (a) that deed of trust executed by Owner in connection with a loan made to Owner by _____ _____ (the "First Lender"), securing a promissory note executed by Owner in favor of the First Lender ("First Lender Note"), to assist in the purchase of the Property; and (b) the Resale Agreement. Owner agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the City's interest in the Security. (As used in this Deed of Trust, the term "First Lender" shall include all successors and assigns of the First Lender.)

2. Payment of Excess Sales Proceeds and/or Excess Rental Proceeds. Owner will promptly pay to the City, when and if due pursuant to the Resale Agreement, the Excess Sales Proceeds (as defined in the Resale Agreement) and the Excess Rental Proceeds (as defined in the Resale Agreement).

3. Resale Agreement. Owner will observe and perform all of the covenants and agreements of the Resale Agreement, the Note, and this Deed of Trust.

4. Charges; Liens. Owner will pay all taxes, assessments and other charges, fines and impositions attributable to the Security which may attain a priority over this Deed of Trust, by Owner making any payment, when due, directly to the payee thereof. Upon request by the City, Owner will promptly furnish to the City all notices of amounts due under this paragraph.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

In the event Owner makes payment directly, Owner will promptly discharge any lien which has priority over this Deed of Trust; provided, that Owner will not be required to discharge the lien of the deed of trust securing the First Lender Note (the "First Lender Deed of Trust") [*insert any other superior deeds of trust*], or any other lien described in this paragraph, so long as Owner will agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the City, or will, in good faith, contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5. Hazard Insurance. Owner will keep the Security insured by a standard all risk property insurance policy equal to the replacement value of the Security (adjusted every five (5) years by appraisal, if requested by the City). If the Security is located in a flood plain, Owner shall also obtain flood insurance.

The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Owner subject to approval by the City.

All insurance policies and renewals thereof will be in a form acceptable to the City and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of the First Lender Note [***insert any other holder of a note secured by a superior deed of trust in the Property***] and the City as their interests may appear and in a form acceptable to the City. The City shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Owner shall promptly furnish to the City, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Owner will give prompt notice to the insurance carrier and the City or its designated agent. The City, or its designated agent, may make proof of loss if not made promptly by Owner. The City shall receive thirty (30) days advance notice of cancellation of any insurance policies required under this Section 5.

Unless the City and Owner otherwise agree in writing, insurance proceeds, subject to the rights of the First Lender, will be applied to restoration or repair of the Security damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds will be used to repay any amounts due under the Resale Agreement, with the excess, if any, paid to Owner. If the Security is abandoned by Owner, or if Owner fails to respond to the City, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Owner that the insurance carrier offers to settle a claim for insurance benefits, the City, or its designated agent, is authorized to collect and apply the insurance proceeds at the City's option either to restoration or repair of the Security or to pay amounts due under the Resale Agreement.

If the Security is acquired by the City, all right, title and interest of Owner in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition will pass to the City to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition, subject to the rights of the First Lender.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

6. Preservation and Maintenance of Security. Owner will keep the Security in good repair and in a neat, clean, and orderly condition and will not commit waste or permit impairment or deterioration of the Security. If there arises a condition in contravention of this Section 6, and if the Owner has not cured such condition within thirty (30) days after receiving a notice of such a condition from the City, then in addition to any other rights available to the City, the City shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

7. Protection of the City's Security. If Owner fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the City's interest in the Security, including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the City, at the City's option, upon notice to Owner, may make such appearances, disburse such sums and take such action as it determines necessary to protect the City's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Security to make repairs.

Any amounts disbursed by the City pursuant to this paragraph, with interest thereon, will become an indebtedness of Owner secured by this Deed of Trust. Unless Owner and City agree to other terms of payment, such amount will be payable upon notice from the City to Owner requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the City to incur any expense or take any action hereunder. Notwithstanding anything to the contrary, the original principal amount shall bear no interest, and the only interest payable will be interest incurred as a result of the application of this Section 7.

8. Inspection. The City may make or cause to be made reasonable entries upon and inspections of the Security; provided that the City will give Owner reasonable notice of inspection.

9. Forbearance by the City Not a Waiver. Any forbearance by the City in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the City will not be a waiver of the City's right to require payment of any amounts secured by this Deed of Trust.

10. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the City and Owner subject to the provisions of this Deed of Trust.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

12. Joint and Several Liability. All covenants and agreements of Owner shall be joint and several.

13. Notice. Except for any notice required under applicable law to be given in another manner, wherever this Deed of Trust requires any notice from either party, the notice shall be sent by certified mail, return receipt requested, or express delivery service with a delivery receipt, and shall be deemed effective as of the date received or the date delivery was refused as indicated in a return receipt. Unless otherwise provided by either party by written notice to the other party, notice to the Owner shall be to the address of the Property, and notice to the City shall be to the attention of the City Manager to the then current address of City Hall.

14. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

15. Severability. In the event that any provision or clause of this Deed of Trust or the Resale Agreement conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust or the Resale Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Resale Agreement are declared to be severable.

16. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

17. Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, gender or gender identification, sex, sexual orientation, family or marital status, ancestry, veteran status, or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Security. The foregoing covenant shall run with the land.

18. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and City is solely that of an owner and an administrator of a City affordable housing program, and that City neither undertakes nor assumes any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Security or any other matter. City owes no duty of care to protect Owner against negligent, faulty, inadequate or defective building or construction or any condition of the Security and Owner agrees that neither Owner, or Owner's heirs, successors or assigns shall ever claim, have or assert any right or action against City for any loss, damage or other matter arising out of or resulting from any condition of the Security and will hold City harmless from any liability, loss or damage for these things.

19. Indemnity. Owner agrees to defend, indemnify, and hold City harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorney's fees that City may incur as a direct or indirect consequence of:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

(a) Owner's failure to perform any obligations as and when required by the Resale Agreement and this Deed of Trust; or

(b) the failure at any time of any of Owner's representations or warranties to be true and correct.

20. Acceleration; Remedies. Upon Owner's breach of any covenant or agreement of Owner in this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, the City, prior to acceleration, will mail by express delivery, return receipt requested notice to Owner specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than thirty (30) days from the date the notice is received by Owner as shown on the return receipt, by which such breach is to be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust, a declaration of default under this Deed of Trust and sale of the Security. The notice will also inform Owner of Owner's right to reinstate after acceleration or declaration of default and the right to bring a court action to assert the nonexistence of default or any other defense of Owner to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the City, at the City's option, may: (1) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law; and (2) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the City shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to: (A) exercise the power of sale; (B) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (C) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924, et seq., as amended from time to time; or (D) exercise all other rights and remedies provided herein, in the instruments by which the Owner acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

The City shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

21. Owner's Right to Reinstate. Notwithstanding the City's acceleration of the sums secured by this Deed of Trust, Owner will have the right to have any proceedings begun by the City to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

entry of a judgment enforcing this Deed of Trust if: (a) Owner pays City all sums which would be then due under this Deed of Trust and no acceleration under this Deed of Trust or the Resale Agreement has occurred; (b) Owner cures all breaches of any other covenants or agreements of Owner contained in the Resale Agreement or this Deed of Trust; (c) Owner pays all reasonable expenses incurred by City and Trustee in enforcing the covenants and agreements of Owner contained in the Resale Agreement, or this Deed of Trust, and in enforcing the City's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (d) Owner takes such action as City may reasonably require to assure that the lien of this Deed of Trust, City's interest in the Security and Owner's obligation to comply with the Resale Agreement secured by this Deed of Trust and to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Owner, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

22. Due on Transfer of the Property. Upon a Transfer (as defined in the Resale Agreement) of the Property or any interest in it, the City shall require immediate payment in full of all sums secured by this Deed of Trust.

23. Reconveyance. Upon performance of all obligations of the Resale Agreement and expiration of its term and upon payment of all sums secured by this Deed of Trust, the City will request Trustee to reconvey the Security and will surrender this Deed of Trust and the Resale Agreement to Trustee. Trustee will reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

24. Substitute Trustee. The City, at the City's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

25. Superiority of First Lender Documents. [***Revise as necessary to include any other superior deeds of trust.***] Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Security in compliance with the requirements of Section 4.7 of the Resale Agreement.

Notwithstanding any other provision hereof, the provisions of this Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure and notice of default was recorded against the Property in connection therewith, this Deed of Trust shall automatically terminate upon such acquisition of title,

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

provided that: (a) the City has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period, and (b) the City shall not have cured or commenced to cure the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender.

26. Request for Notice. Owner requests that copies of the notice of default and notice of sale be sent to the City in the manner set forth in Section 13, above.

IN WITNESS WHEREOF, Owner has executed this Deed of Trust as of the date first written above.

_____
Owner

_____
Owner

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT A

Legal Description of the Home

The land is situated in the State of California, County of San Mateo, City of Healdsburg, and is described as follows:

[Insert Legal Description Here.]

APN: _____

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Exhibit "E"

Pro Forma Partial Release

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

Space Above This Line for Recorder's Use Only
Exempt from recording fee per Gov. Code § 27383

APN:

PARTIAL RELEASE OF PROJECT WIDE AFFORDABLE HOUSING AGREEMENT

THIS PARTIAL RELEASE OF PROJECT WIDE AFFORDABLE HOUSING AGREEMENT ("**Partial Release Agreement**") is made and entered into as of _____, 20__, by the CITY OF MENLO PARK, a California municipal corporation ("**City**") in favor of LPGS Menlo, LLC, a Delaware limited liability company ("**Project Wide Developer**") and its successors and assigns with reference to the following:

R E C I T A L S

A. Pursuant to that certain Project Wide Affordable Housing Agreement executed by Project Wide Developer and City, recorded on _____, 20___, as Instrument No._____ in the Official Records of the Office of the San Mateo County Recorder (the "Instrument"), the City imposed certain covenants, conditions and/or restrictions upon the real property described therein, a portion of which is more particularly described in Exhibit A attached hereto (the "**Released Property**").

B. As provided in [Section 5 / Section 16] of the Instrument, the City has agreed to release a portion of the real property from the Instrument.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Project Wide Developer hereby agree that the covenants, conditions and restrictions contained in the Instrument as they relate only to the Released Property are hereby unconditionally and irrevocably released as to the Released Property.

IN WITNESS WHEREOF, the undersigned have entered into this Partial Release Agreement to be effective as of the date first above written.

[Signatures on following page]

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CITY:

CITY OF MENLO PARK, a California municipal corporation,

By:_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____

City Attorney

DEVELOPER:

LPGS MENLO, LLC, a Delaware limited liability company

By:

Its:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT A

LEGAL DESCRIPTION OF RELEASED PROPERTY

APN:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California
County of Sacramento }

On _____, before me, _____, Notary Public,

personally appeared _____

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

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

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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State of California
County of Sacramento }

On _____, before me, _____, Notary Public,

personally appeared _____

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

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

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

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Exhibit "F"

	Total Units	Market Rate Units	Affordable Units
R1 Parcel	**300**	**255**	**45**
R2 Parcel	**300**	**255**	**45**
R3 Parcel	**154**	**0**	**154**
TH1 Parcels	**19**	**16**	**3**
TH2 Parcel	**27**	**23**	**4**
Total	**800**	**549**	**251**

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Exhibit "G"

Pro Forma Assignment and Assumption Agreement

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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ASSIGNMENT AND ASSUMPTION OF PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT

(**Parkline Master Plan Project**)

THIS ASSIGNMENT AND ASSUMPTION OF PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT ("**Assignment**") is entered into as of the _____ day of _____, 20___ (the "**Assignment Date**") by and among LPGS MENLO, LLC, a Delaware limited liability company ("**Assignor**"), _____("**Assignee**"), and the City of Menlo Park, a California municipal corporation ("**City**") (each individually a "**Party**" and collectively the "**Parties**").

RECITALS

A. Assignor and the City have entered into that certain Parkline Project Wide Affordable Housing Agreement dated as of _____, 20___ which was recorded in the Official Records of the Office of the San Mateo County Recorder ("**Official Records**") on _____, 20___ as Instrument No. _____ ("**Affordable Housing Agreement**").

B. Assignor is the fee owner and holder of a long-term ground lease of the real property located within the City of Menlo Park, County of San Mateo, State of California, as further described in Exhibit A attached hereto and incorporated herein by reference which constitutes the "**Property**" as defined in the Affordable Housing Agreement and is the "**Project Wide Developer**" as defined in the Affordable Housing Agreement.

C. Assignor desires to transfer its interest in the Property to Assignee concurrently with execution of this Assignment, and Assignee desires to so acquire such interest in the Property from Assignor.

E. Assignor now desires to assign its interests, rights, duties and obligations under the Affordable Housing Agreement to Assignee, and Assignee desires to assume such interests, rights, duties and obligations from Assignor.

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

AGREEMENT

The introductory paragraph, the Recitals, and all defined terms set forth therein are hereby incorporated into this Assignment as if hereinafter fully and completely rewritten.

1. Defined Terms. Capitalized terms not otherwise defined in this Assignment are as defined in the Affordable Housing Agreement.

2. Assignment and Assumption of Interest. Assignor hereby transfers, assigns and conveys to Assignee, all of Assignor's right, title and interest in and to, and the obligations, duties, responsibilities, conditions and restrictions under, the Affordable Housing Agreement. By accepting this assignment, Assignee, for itself and its successors and assigns, hereby expressly and unconditionally accepts the foregoing assignment, assumes the Affordable Housing Agreement, and expressly agrees for the benefit of City, to pay, perform and discharge all obligations of Assignor under the Affordable Housing Agreement, to comply with all covenants and conditions of Assignor arising from or under the Affordable Housing Agreement, and to comply with all covenants, conditions, representations and warranties of Assignee under this Agreement.

3. Substitution of Assignor. Assignee hereafter shall be substituted for and replace Assignor in the Affordable Housing Agreement and thus whenever the term "**Project Wide Developer**" appears in the Affordable Housing Agreement, it shall hereafter mean Assignee.

4. Assignor and Assignee Agreements, Indemnifications and Waivers.

(a) Assignor represents and warrants as follows:

(i) Affordable Housing Agreement. The Affordable Housing Agreement is unmodified and in full force and effect, and the City has not agreed to any amendment of any provision of the Affordable Housing Agreement.

(ii) No Defaults. To the actual knowledge of Assignor, no default on the part of City, and no breach, event, or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of City, exists under the Affordable Housing Agreement.

(iii) No Set-Offs. To the actual knowledge of Assignor, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of the City or Assignor under the Affordable Housing Agreement.

(iv) Conveyance of Title. As of the Assignment Date, Assignor is conveying a long-term ground lease and fee title to the Property to Assignee.

(b) Assignee represents and warrants as follows:

(i) Assignee is [Insert name of Assignee entity].

(ii) Assignee represents and warrants that, as of the Assignment Date, Assignee:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

(A) Is acquiring a long term ground lease and fee title to the Property from Assignor;

(B) Is duly organized and validly existing under the laws of the State of California;

(C) Is qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; and

(D) Is in good standing and has all necessary powers under the laws of the State of California to own, lease or control property and in all other respects enter into and perform the undertakings and obligations of this.

(c) Assignee further represents and warrants:

(i) That no approvals or consents of any persons are necessary for the execution, delivery or performance of this Assignment by Assignee, except as have been obtained;

(ii) That the execution and delivery of this Assignment and the performance of the obligations of Assignee have been duly authorized by all necessary actions and approvals required;

(iii) That this Assignment is a legal, valid, and binding obligation of Assignee enforceable in accordance with its terms;

(iv) That the execution, delivery, and performance of this Assignment by the Assignee does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the formation agreements of the Assignee (if any), (b) any law, rule, or regulation binding upon or applicable to Assignee, or (c) any material agreements to which Assignee is a party; and

(v) That Assignee or any person or entity owning or operating the Property, has duly obtained and maintained, or will duly obtain and maintain, all licenses, permits, consents, and approvals required by all applicable governmental authorities to develop, sell, lease, own, and operate Affordable Housing Units on the Property.

(d) Assignor and Assignee each hereby waives and releases, and Assignee hereby agrees to indemnify and hold City harmless, from any and all damages, liabilities, causes of action, claims or potential claims against City (including attorneys' fees and costs) arising out of or resulting from the assignment and assumption of the Affordable Housing Agreement.

(e) Assignor acknowledges and agrees that the Affordable Housing Agreement has been fully assigned to Assignee by this Assignment and, accordingly, that Assignee shall have the exclusive right to assert any claims against City with respect to the Affordable Housing Agreement. Accordingly, without limiting any claims of Assignee

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

under the Affordable Housing Agreement, Assignor hereby waives any claims or potential claims by Assignor against City to the extent arising solely out of the Affordable Housing Agreement.

5. City Estoppel Provisions. The City hereby represents and warrants to the Assignor and Assignee as follows:

(a) To the extent necessary pursuant to the Affordable Housing Agreement or any document related thereto, City has approved the transfer of the Property to Assignee.

(b) The Affordable Housing Agreement is unmodified and in full force and effect, and the City has not agreed to any amendment of any provision of the Affordable Housing Agreement.

(c) To the actual knowledge of City, no default on the part of Assignor, and no breach, event, or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Assignor, exists under the Affordable Housing Agreement.

(d) To the actual knowledge of City, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of the City or Assignor under the Affordable Housing Agreement.

6. Governing Law; Venue. This Assignment shall be interpreted and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Assignment shall be filed and litigated exclusively in the Superior Court of San Mateo County, California.

7. Entire Agreement/Amendment. This Assignment constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written and oral agreements with respect to the matters covered by this Assignment. This Assignment may not be amended except by an instrument in writing signed by each of the Parties.

8. Further Assurances. Each Party shall execute and deliver such other certificates, agreements and documents and take such other actions as may be reasonably required to consummate or implement the transactions contemplated by this Assignment and the Affordable Housing Agreement.

9. Benefit and Liability. Subject to the restrictions on transfer set forth in the Affordable Housing Agreement, this Assignment and all of the terms, covenants, and conditions hereof shall extend to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

10. Attorneys' Fees. In the event of any litigation pertaining to this Assignment, the losing Party shall pay the prevailing Party's litigation costs and expenses, including without limitation reasonable attorneys' fees.

11. Recordation. Assignor shall cause this Assignment to be recorded in the Official Records of San Mateo County concurrently with the conveyance of title to the Property from Assignor to Assignee, and shall promptly provide conformed copies of the recorded Assignment to City and Assignee.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

12. Address for Notices. Assignee's address for notices, demands and communications under the Affordable Housing Agreement is as follows:

[Name of Assignee]
[Address]
[Address]
Attention: Executive Director

13. Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Assignment. The Parties acknowledge that this Assignment is the product of negotiation and compromise on the part of all Parties, and the Parties agree, that since all have participated in the negotiation and drafting of this Assignment, this Assignment shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

14. Severability. If any term, provision, condition or covenant of this Assignment or its application to any Party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Assignment, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law unless the rights and obligations of the Parties have been materially altered or abridged thereby.

15. Counterparts. This Assignment may be executed in counterparts, each of which shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

IN WITNESS WHEREOF the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

LPGS MENLO, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ASSIGNEE:

[INSERT NAME]

By: _____
Name:
Title:

CITY:

CITY OF MENLO PARK,
a California municipal corporation

By: _____
Name:
Title: City Manager

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public [SEAL]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public [SEAL]

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STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Signature of Notary Public [SEAL]

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EXHIBIT A

DESCRIPTION OF PROPERTY

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

APN:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING FINDINGS AND CONDITIONS FOR A VESTING TENTATIVE SUBDIVISION MAP FOR THE PARKLINE MASTER PLAN PROJECT CONSISTING OF APPROXIMATELY 1,000,000 SQUARE FEET OF OFFICE/RESEARCH & DEVELOPMENT, INCLUSIVE OF 287,000 SQUARE FEET WITHIN EXISTING BUILDINGS P, S, AND T AND UP TO 45,000 SQUARE FEET OF COMMERCIAL/RETAIL, UP TO 800 RESIDENTIAL DWELLING UNITS AND ASSOCIATED OPEN SPACE AND INFRASTRUCTURE

WHEREAS, the City received an application from LPGS Menlo, LLC, a Delaware limited liability company ("Applicant") to redevelop the approximately 64.3 acre site commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site"); and

WHEREAS, Applicant proposes to demolish 35 existing buildings and a church and associated multipurpose building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a mix of uses consisting of non-residential office/R&D buildings of approximately 1,000,000 square feet (SF), inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project"); and

WHEREAS, a Vesting Tentative Subdivision Map for a subdivision is proposed as part of the Project ("Parkline VTM"); and

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

August 25, 2025, to review and consider the Project, including the Parkline VTM, whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission, having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to recommend to the City Council of the City of Menlo Park (the "City Council") to approve the Parkline VTM; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council on _____, 2025, to review and consider the Project, including the Parkline VTM, whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council, having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to approve the Parkline VTM.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Menlo Park hereby approves the Parkline VTM subject to conditions (Exhibit 1) for the Project. This approval is pursuant to the Subdivision Map Act and City of Menlo Park Municipal Code Section 15.20.050:

1. The Parkline VTM is technically correct and in compliance with all applicable State regulations, City General Plan, Zoning and Subdivision Ordinances, and the State Subdivision Map Act.
2. The proposed Parkline VTM, including the contemplated design and improvements, is consistent with applicable General Plan goals and policies as demonstrated in the General Plan Consistency Table attached hereto as Exhibit 2 and incorporated herein by reference. The Project is consistent with the land use designations described in the General Plan and would be consistent with City General Plan policies as well as City Zoning Ordinance requirements for master-planned projects at the proposed density and for the types of use.
3. The Project Site is physically suitable for the proposed master-planned development, including the proposed density of development, and the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat. The Project is consistent with the density and uses for the site set forth in the General Plan. The Project Site is in a heavily urbanized area of the City currently occupied by developed/landscaped areas that include various urban uses and does not include any aquatic habitat. The Project would not cause substantial environmental damage to the already disturbed Project Site and would not substantially injure the limited urban wildlife that access the site or their habitat.
4. The design of the subdivision or types of improvements is not likely to cause serious public health or safety problems. The Project would comply with General Plan goals and policies, City Zoning and Subdivision Ordinances, and other applicable regulations designed to prevent serious health or safety problems.
5. The design of the subdivision or the type of improvements does not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision because alternate easements for access or use will be provided that are substantially equivalent to ones previously acquired by the public.
6. The Project Site is outside of the Federal Emergency Management Agency (FEMA) flood zone. The Project Site is within FEMA Flood Zone X, an area with minimal flood risk and

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

above the limits of the 500-year flood, which means that, in any given year, the risk of flooding is 0.2 percent. The Project Site is not subject to landslides.

SEVERABILITY

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void, or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the _____ day of _____, 2025, 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 _____, 2025.

_____
Judi A. Herren, City Clerk

Exhibits:

Exhibit No. 1 to Exhibit E - Vesting Tentative Map Conditions (Staff Report Attachment XX)
Exhibit No. 2 to Exhibit E - General Plan Consistency Table (Staff Report Attachment B)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

The vesting tentative map shall be subject to the following conditions:

1. Applicant shall adhere to the Subdivision Map Act and Title 15 of the Menlo Park Municipal Code (MPMC).

2. The Applicant shall submit the first Final Map for City approval prior to the expiration of the vesting tentative map. Provided that the development agreement is in effect, the expiration date of the vesting tentative map shall be consistent with the term of the development agreement.

3. The Project has the option to create multiple final maps in accordance with both the Subdivision Map Act and the City subdivision ordinance (Title 15 of the MPMC). The vesting tentative map identifies a conceptual phasing plan that would consist of Phase 1A, Phase 1B and Full Build Out (i.e., three phases). At the election of the Applicant and upon approval of the City's Public Works and Community Development Directors, the specific construction phasing (and associated final maps) may be modified, provided all required infrastructure to serve each parcel is reviewed and approved by the City prior to and in connection with the approval and recording of any final map and construction thereof is completed prior to the granting of the first certificate of occupancy for any building subject to the applicable final map. Further, any modifications to the phasing shall comply with the requirements set forth in the Development Agreement for the Project. To the extent deviations from the Parkline Conditional Development Permit are sought to modify the scope of public improvements required for any given phase, the City will determine which of the identified public improvements are to be constructed in connection with each phase, ensuring the improvements are in conformance with the vesting tentative map and Development Agreement and meet the satisfaction of the Public Works Director.

4. The Project is required to construct improvements within the public right-of-way, the design and construction of which shall be governed by the terms of a Subdivision Improvement Agreement for each final map for each phase, in a form and substance reasonably satisfactory to the Public Works Director and City Attorney. The Subdivision Improvement Agreement applicable to public improvements required to be constructed to serve parcels to be created in connection with a specific final map, shall be executed by Applicant and approved by City prior to and/or concurrently with the recording of the final map and the obligations of the Applicant thereunder shall be secured by performance, payment and warranty bonds as more fully described in Section 22 below. The Project is required to construct the following frontage improvements as shown on the vesting tentative map and the phasing narrative dated August 5, 2025, provided by the Applicant:

   Phase 1A (Lot 4 - R1 & Lot 5 – R2):

   - Frontage improvements along Ravenswood Avenue shall cover approximately 800 feet, including intersection upgrades at Ravenswood Avenue and Laurel Street (excluding the Middlefield Rd./Ravenswood Ave. intersection). These improvements shall include utility connections (three fire hydrants, joint trench connection at the Loop Road drive approach), two new drive approaches, new curb, gutter, and sidewalk, a new crosswalk at Pine Street, a 3" grind and overlay (curb to curb) across approximately 800 feet, restriping, and new street lighting.

These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for Building R1 or R2, whichever comes first.

- Frontage improvements along Laurel Street (approximately 1,100 feet) shall include utility connections, three water connections, two joint trench connections, and a waterline stub for a future recycled water connection. A 390-foot extension of the 12" waterline shall be completed, along with upgrades to streetlights, crosswalks, a 3" grind and overlay (curb to curb) across approximately 1,100 feet, curb, gutter, Class IV bikeways, raised crosswalks, and associated utility undergrounding for the frontage described. Overhead lines shall be removed and undergrounded, and two new drive approaches shall be added. These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for either Building R1 or R2, whichever comes first. The pedestrian pathway along the Laurel Street frontage of Buildings R1 and R2 (approximately 950 feet) shall be completed prior to the granting of the first certificate of occupancy for either Building R1 or R2, whichever comes first. In the event that the Applicant constructs the 19 detached townhomes in the TH1 component before either Building R1 or R2, then the pedestrian pathway along and within Laurel Street may be phased as follows:

    - As each of the residential components fronting Laurel Street (R1, R2, and TH1) is developed, the Applicant shall construct the corresponding segment of the Laurel Street Pedestrian Pathway located along the frontage of that specific parcel. Specifically
        - The portion of the Pathway fronting Parcel R1 and Parcel R2 shall be completed as part of the R1 or R2 building construction, whichever comes first; however, the landscaping along the pathway in front of either Parcel R1 or Parcel R2, whichever has not been completed, shall not be required until construction is completed on said Parcel.
        - The portion fronting Parcel TH1 shall be completed as part of the construction of the 19 townhome units on TH1.
        - Each segment of the Laurel Street Pathway shall be fully constructed and open to the public prior to the granting of the first certificate of occupancy for the associated group of buildings or units.

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

- Frontage improvements along the remainder of Ravenswood Avenue (approximately 1,200 feet) shall include utility connections and upgrades to the intersection at Ravenswood Avenue and Middlefield Road as well as green infrastructure (specifically the bioretention treatment area shown on Sheet C9.2). This work shall also involve drainage upgrades, a 3" grind and overlay (curb to curb) across approximately 1,200 feet, curb, gutter, sidewalk installation, storm drain connections, new street lighting, landscaping, and new drive approaches. These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for Building R3 or the first unit in the TH2 component, whichever comes first.

- Frontage improvements along Middlefield Road (approximately 500 feet) shall include necessary utility connections, a waterline main upgrade, and recycled

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

water connection to the future West Bay Sanitary District line. The project shall also involve intersection upgrades at Ravenswood Avenue/Middlefield Road as described in the preceding condition and Ringwood Avenue/Middlefield Road, and a 3" grind and overlay (curb to curb) across approximately 500 feet, in addition to utility undergrounding associated with the frontage improvements along Middlefield Road. These improvements shall be completed prior to the granting of the first certificate of occupancy for Building R3 or the first unit in the TH2 component, whichever comes first.

Future Non-Residential Phases (Lot 1 & 29-37):

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

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

5. The terms of the Development Agreement require Applicant to create Lot 7-R3 and Lot 9-Recreational Park as part of the first final map, identified here as Phase 1A, and provide to City an Irrevocable Offer to Dedicate Lot 9 and dedicate Lot 7-R3 to an Affordable Housing Developer; however, on-site and off-site improvements required to create and serve Lot 7 and Lot 9 are not required until Phase 1B. Accordingly, the demolition and clearing of existing structures located on Assessor Parcel Number 062-390-050 ("First Church of Christ, Scientist"), and grading thereof necessary to create Lot 7 and Lot 9, shall be subject to the terms of the Deferred Improvement Agreement provided by Section 4.1.C of the Development Agreement.

6. The streets adjoining the Project Site, i.e., Ravenswood Avenue, Laurel Street, and Middlefield Road, shall receive an asphalt concrete overlay, which will include a 3" grind and overlay across the entire frontage for both Phase 1A and Phase 1B prior to issuance of a certificate of occupancy for the first building in each phase. Existing

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

striping, markings, and legends shall be replaced in kind, or as modified by the City Engineer.

7. All public right-of-way improvements, including frontage improvements and the dedication of easements and public right-of-way, shall be completed to the satisfaction of the Engineering Division prior to the granting of the first certificate of occupancy for the first building in each phase/scope of work. All final maps shall dedicate the Public Access Easements (PAE), Public Utility Easements (PUE), Emergency Vehicle Access Easements (EVAE), Right of Way Dedications, and any and all other necessary easements.

8. All proposed private easements shall be recorded with the County of San Mateo prior to the associated building permit final inspection.

9. “No Objection” letters shall be provided to the City from all utility companies prior to abandonment of any public right of ways and public easements.

10. Applicant shall prepare and submit Demolition Plans to the City prior to the approval of each final map. The Demolition Plans, at a minimum, shall depict the demolition of all existing improvements within the boundaries of each final map. Prior to recordation of each final map, all existing buildings within the boundaries of that final map shall be removed unless a building is completely within the confines of a created parcel boundary and is retained for temporary use during the construction of the project improvements, or is subject to the terms of the Deferred Improvement Agreement provided for pursuant to Section 4.1.C of the Development Agreement. In the event any building is retained for temporary purposes, the Applicant shall provide utility services and vehicular access subject to the approval of the Public Works Director. Additionally, surety for the deferred demolition of said building(s), in amount agreed upon by the Public Works Director shall be provided prior to recordation of the final map which boundaries include said building.

11. Concurrent with the recording of each final map, the Applicant and City shall prepare, execute, acknowledge and record in the official records of the Office of the San Mateo County Recorder all easements, deeds, offers of dedication, and agreements as required in accordance with sections 4.1.C., 5.1.B., 5.1.C., 5.1.F., 5.1.G., of the Development Agreement.

12. Prior to the recordation of each Final Map, the Applicant shall prepare and submit for City approval Improvement Plans for all project site-serving improvements within that Final Map. These shall include mass grading, utilities, on-site circulation improvements (including roadways and intersection improvements), and public realm landscaping and street furnishings. Submittal of a Final Map is not a prerequisite for obtaining City approval of any of the above-mentioned plans.

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Submittal of a Final Map is not a prerequisite for obtaining City approval of any of the above-mentioned plans.

Improvement Plans shall also include the following components:

- Existing Topography (NAVD 88')
- Demolition Plan (if necessary)
- Site Plan (including easement dedications, if applicable)
- Construction Parking Plan
- Grading and Drainage Plan
- Utility Plan
- Off-site Improvement Plan
- Erosion Control Plan / Tree Protection Plan
- Planting and Irrigation Plan
- Construction Details (including references to City Standards and civil details)

b. During the design phase of the construction drawings for the Improvement Plans, all potential utility conflicts shall be potholed with actual depths recorded on the Improvement Plans submitted for City review and approval.

c. Prior to issuance of any permit for the Improvement Plans, the Applicant shall submit an applicable Grading and Drainage Plan for review and approval. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. A Hydrology Report prepared for each phase shall be required to the satisfaction of the Engineering Division in connection with the City's review of Improvement Plans for that phase. Slopes for the first 10 feet perpendicular to the structure must be a minimum of 5% for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.3.

d. Water Efficient Landscape Ordinance: The Applicant shall provide documentation indicating the amount of irrigated landscaping within the Improvement Plans for each phase. If the project proposes more than 500 square feet of irrigated landscaping, it shall be subject to the City's Water Efficient Landscaping Ordinance (MPMC Chapter 12.44). A detailed landscape plan shall be submitted concurrently with the Improvement Plan set, subject to review and approval by the Engineering Division.

e. Green Infrastructure shall be incorporated into the Improvement Plans. Green Infrastructure at the intersection of Ravenswood Avenue and Middlefield Road shall treat runoff from the public street rights-of-way. Sizing and design shall conform to the San Mateo Countywide Water Pollution Prevention Program design templates and technical guidance, and shall be subject to approval by the Engineering Division.

f. Applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Planning, Engineering and Building Divisions. All utility equipment that are installed outside of a building and that cannot be placed underground shall be properly screened by landscaping, subject to the requirements of the Menlo Park Fire Protection District, the West Bay Sanitary

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

District, PG&E, and any other applicable agencies regarding utility clearances and screening. The Improvement Plans and/or building permit applications shall depict new utility installations, exact locations of any meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes. installed within the public right of way or public easement area. The screening shall be compatible and unobtrusive and subject to the review and approval of the Planning Division prior to issuance of applicable permits.

g. For each phase, all existing overhead utilities within the project site and associated public right of way frontage shall be undergrounded prior to obtaining the first certificate of occupancy for the first building in any phase where the undergrounding work is being performed.

h. Prior to each permit issuance for the Improvement Plans, the Applicant shall submit a finalized version of the Stormwater Control Plan, which shall provide stormwater treatment for the project site associated with the building permit pursuant to the latest regulations specified in the San Mateo County C.3 Technical Guidance Manual. The Stormwater Control Plan shall include a written report identifying existing and proposed project conditions, and all applicable source controls, and mitigation measures (i.e. bioretention areas, flow through planters, etc.) implemented to meet NPDES compliance.

i. The Applicant shall submit plans for construction parking management, construction staging, material storage, and a Traffic Control Handling Plan (TCHP) for the Improvement Plans. The parking management plan shall include adequate parking for all construction trades until the parking areas are available on the project site. The TCHP shall outline the method of traffic handling for each phase and include any necessary permits for access to public right-of-way.

13. The completion of the following improvements is required for the project and are enumerated using the conceptual phasing plan from the VTM and the Applicant's phasing narrative dated August 5, 2025. The Applicant may propose an alternate phasing plan, provided the phased site improvements are designed and constructed to adequately serve the alternate phasing plan (i.e., the necessary improvements shall be designed to serve a specific building before building permit issuance and shall be constructed and operable before the granting of the associated building's first occupancy), subject to review and approval by the Public Works Director and Community Development Director.

Phase 1A (Lot 4 - R1 & Lot 5 – R2)

Demolition and Site Preparation:

- Phase 1A shall begin with site preparation and demolition activities necessary for R1 and R2, including recording the first final map. The first final map shall include seven lots: Lots 4 and 5 (R1 and R2), Lot 7 (R3), Lot 9 (Public Park), Lot 2 (Building P), Lot 3 (Buildings S and T), and Lot 1 (the remainder lot).
- Demolition of the substation within Lot 4 may be deferred to ensure SRI's continuous operations in Buildings P, S, and T, subject to review and approval of the City's Building Official and Public Works Director. The substation shall be demolished before vertical construction of Building R1 can begin.

- Demolition of improvements, clearing and grading of Assessor Parcel Number 062-390-050 may be deferred in accordance with Deferred Improvement Agreement provided pursuant to Section 4.1.C of the Development Agreement.

Onsite Improvements:

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

Phase 1B (depicted as Phase 1 on the VTM) (Lot 7 – R3, Lot 8 – TH2, Lot 9 – Recreational Park, Lots 6 & 10-28 – TH1)

Demolition and Site Preparation:

Site preparation and demolition activities necessary for the 100% affordable building (Building R3), TH1, TH2, and the public park.

Onsite Improvements:

- The Loop Road shall be extended to Lot 9, Lot 8, and Lot 7, connecting to Ravenswood Avenue at two locations and Ringwood Avenue via existing 30’ IEE and PUE. All necessary surface improvements and utilities shall be constructed as part of this phase.
- Internal infrastructure (EVAE, PAE, PSE) shall be constructed to service all associated lots within this phase, except for the non-residential components.

Future Non-Residential Phases (Lot 1 & 29-37)

Onsite Improvements:

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

14. Stormwater Infrastructure Ownership and Maintenance: Except for the overflow pipe from the potential emergency water storage reservoir to the main storm drain line on Middlefield Road, all stormwater lines, though located within a public service easement, shall be privately owned and maintained by the property owner. The property owner shall be responsible for the operation, maintenance, and any necessary repairs to these stormwater lines for the life of the project.

15. Prior to building permit issuance for any building or phase, the Applicant shall submit applicable plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

sedimentation control, 5) tree protection fencing, and 6) construction vehicle parking. The plans shall be subject to review and approval by the Building, Engineering, and Planning Divisions. The fencing and erosion and sedimentation control measures shall be installed in accordance with the approved plan prior to the commencement of construction.

16. Prior to any Final Map approval, Applicant shall submit an updated Storm Water Management plan. The plans shall be subject to review and approval by the Engineering Division.

17. If construction is not complete by the start of the wet season (October 1 through April 30), the Applicant shall implement a winterization program to minimize the potential for erosion and sedimentation. The winterization plan shall address phased construction, specifying how different portions of the site that may be exposed during the wet season will be managed to prevent runoff, erosion, and sedimentation. The winterization program shall include, but not be limited to, inspecting, maintaining, and cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing disturbed soils through temporary or permanent seeding, mulching, matting, tarping, or other physical means; providing stabilization for unpaved vehicle access; and covering or tarping stored construction materials, fuels, and chemicals. Plans to include proposed measures to prevent erosion and polluted runoff from all site conditions shall be submitted for review and approval by the Engineering Division prior to beginning construction.

18. Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality, inaccordance with the approved Stormwater Pollution Prevention Plan (SWPPP).

19. Prior to any Final Map approval or at such other time as may be required by applicable law, the Applicant shall pay all applicable Public Works and engineering fees in accordance with the City's Master Fee Schedule. Applicant shall pay or otherwise satisfy the Recreation In-Lieu Fee (MPMC 15.16.020) consistent with the requirements set forth in the Development Agreement.

20. Concurrent with the submittal of each final map, the Applicant shall submit draft Covenants, Conditions and Restrictions (CC&Rs), or other acceptable mechanism, to the City for review and approval. The CC&R's or other acceptable mechanism shall be approved and recorded concurrently with the final map. The CC&Rs shall provide for the maintenance of all infrastructure and utilities within the Project site or constructed to serve the Project. This shall include, but not be limited to, the private open spaces, shared parking spaces, common walkways, common landscaping, and the stormwater drainage and sewer collection systems.

21. Prior to submitting for the first final map for each phase, the Applicant shall submit engineered Off-Site Improvement Plans (including specifications and engineers' cost estimates) for approval by the Engineering Division, showing the infrastructure necessary to serve such phase.

22. Prior to any final map approval for a given phase, the Applicant shall enter into a Subdivision Improvement Agreement with City and provide performance and payment bonds for the completion of all public improvements, both off-site and on-

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

site, as shown on the approved project improvement plans associated with the final map for that phase, and said performance bond shall either convert of be replaced with a one-year warranty bond following City acceptance of said public improvements. Concurrent with the recordation of any final map approved by City, the Subdivision Improvement Agreement required in connection with said Final Map shall be recorded in the official records of the Office of the San Mateo County Recorder.

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

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

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

26. Prior to any Final Map approval, the Applicant shall submit a draft Stormwater Operations and Maintenance Agreement for Private Property (“Private Property O&M Agreement”), consistent with condition 30 herein, and a Stormwater Operations and Maintenance Agreement for Rights of Way and the Public Realm (“Public Property O&M Agreement”), consistent with condition 31 herein, to the City for review and approval by the Engineering Division and City Attorney’s Office. (Alternatively, there may be separate Operations and Maintenance Agreements for each individual parcel within the Project Site, for each townhome development, or one combined agreement as may be determined by the City and Property Owner.) The Applicant shall be responsible for the operation and maintenance of stormwater treatment measures for the Project as shall be provided in the Private Property O&M Agreement and Public Property O&M Agreement, both of which shall be recorded with the San Mateo County Recorder’s Office prior to building permit final inspection and shall run with the land.

27. Stormwater Operations and Maintenance Agreement for Private Property (“Private Property O&M Agreement”): Prior to temporary or initial certificate of occupancy for each building, the Applicant shall enter into a new Private Property O&M Agreement or amend an existing Private Property O&M Agreement with the City, as applicable. The Private Property O&M Agreement shall establish a stormwater treatment system maintenance program to be managed by the Applicant. This program shall include annual inspections of any infiltration features, stormwater detention devices (if any), drainage inlets, flow-through planters, and other Best Management Practices (BMPs) implemented as part of the Project. The Private Property O&M Agreement may be a separate agreement for each individual parcel within the Project Site, or a combined agreement, as determined by the City and Applicant. The Private Property O&M Agreement shall be subject to review and approval by the City Attorney and the

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Public Works Director and shall be recorded with the San Mateo County Recorder's Office prior to building permit final inspection for each building. An annual report documenting the inspection results and any remedial actions taken shall be submitted to the Public Works Department for review. This condition shall be in effect for the life of the Project.

28. Stormwater Operations and Maintenance Agreement for Rights of Way and the Public Realm ("Public Property O&M Agreement"): Prior to temporary or initial certificate of occupancy for each building, the Applicant shall enter into a new Public Property O&M Agreement or amend an existing Public Property O&M Agreement with the City, as applicable. This Public Property O&M Agreement shall establish a stormwater treatment maintenance program to be managed by the Applicant. The program shall include annual inspections of any infiltration features, stormwater detention devices (if any), drainage inlets, flow-through planters, and other BMPs within the public realm or rights of way associated with the Project. As with the Private Property O&M Agreement, there may be separate Public Property O&M Agreements for each parcel or a combined agreement, as determined by the City and Applicant. The Public Property O&M Agreement shall be subject to review and approval by the City Attorney and the Public Works Director and shall be recorded with the San Mateo County Recorder's Office prior to building permit final inspection for each building. An annual report documenting the inspection results and any remedial actions taken shall be submitted to the Public Works Department for review. This condition shall remain in effect for the life of the Project.

29. Irrigation serving landscaping within the public right of way adjacent to the Project Site along Laurel Street, Ravenswood Avenue and Middlefield Road shall comply with City Standard Details LS-1 through LS-19 and shall be served by and connected to the on-site water system serving the Project Site.

30. Prior to each building permit final inspection, the Applicant shall submit a landscape audit report.

31. The Applicant shall retain a civil engineer to prepare "as-built" or "record" drawings of public improvements. These drawings shall be submitted in both AutoCAD and Adobe PDF formats to the Engineering Division prior to issuance of the final certificate of occupancy for the first building within any given phase or parcel (1A, 1B, and future non-residential phases) associated with such public improvements, unless otherwise authorized by the Engineering Division.

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

33. The City has approved this Map in conjunction with a Development Agreement. During the term of the Development Agreement, this Map shall be subject to the terms and conditions of the Development Agreement and, in the event of a conflict, the terms and conditions of the Development Agreement shall prevail.

Policy	Summary	Consistency Analysis
Policy LU 2.1 Neighborhood Compatibility	Ensure that new residential development possesses high-quality design that is compatible with the scale, look, and feel of the surrounding neighborhood and that respects the City's residential character.	• The project would adhere to extensive design standards outlined in the CDP and developed for the project
Policy LU 2.2 Open Space	Require accessible, attractive open space that is well maintained and uses sustainable practices and materials in all new multiple dwelling and mixed-use development.	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including a public park to be dedicated to the City) that would include areas for active and passive uses such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park. Programming for the public park would be developed through an outreach process
Policy LU 2.5 Below Market Rate Housing	Require residential developments of five or more units to comply with the provisions of the City's Below-Market Rate (BMR) Housing Program, including eligibility for increased density above the number of market rate dwellings otherwise permitted by the applicable zoning and other exceptions and incentives	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy LU 2.6 Underground Utilities	Require all electric and communications lines serving new development to be placed underground	• Electric and communication lines would be placed underground
Policy LU 2.9 Compatible Uses	Promote residential uses in mixed-use arrangements and the clustering of compatible uses such as employment centers, shopping areas, open space and parks, within easy walking and bicycling distance of each other and transit stops.	• The project would include a mix of uses (office/R&D and residential, with some retail/restaurant components) and is located in close proximity to downtown Menlo Park employment centers • The project would include 12 acres of publicly accessible open space and increase bicycle and pedestrian connections
Policy LU 4.4 Community Amenities	Require proposed development projects of a certain minimum scale to support and contribute to programs that benefit the community and the City, including education, transit, transportation, infrastructure, sustainability, neighborhood-serving amenities, child care, housing, job training, and meaningful employment for Menlo Park youth and adults	• The proposed project includes a development agreement which includes community benefits such as dedication of a public park, dedication of a parcel to an affordable housing developer for a 100% affordable building, publicly accessible event space and sustainability and transportation benefits, among others
Policy LU 4.7	Evaluate proposed development of a certain minimum scale for its potential	• The City prepared a fiscal impact analysis and supplemental memo to

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Fiscal Impacts	fiscal impacts on the City and community	disclose the fiscal impacts of the proposed project on the City and special districts
Policy LU 6.2 Open Space in New Development	Require new nonresidential, mixed use, and multiple dwelling development of a certain minimum scale to provide ample open space in form of plazas, greens, community gardens, and parks whose frequent use is encouraged through thoughtful placement and design	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including the public park to be dedicated to the City) that would include areas such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park
Policy LU 6.4 Park and Recreational Land Dedication	Require new residential development to dedicate land, or pay fees in lieu thereof, for park and recreation purposes.	• The DA includes dedication of a park and payment of a rec in lieu fees
Policy LU 6.8 Landscaping in Development	Encourage extensive and appropriate landscaping in public and private development to maintain the City's tree canopy and to promote sustainability and healthy living, particularly through increased trees and water-efficient landscaping in large parking areas and in the public right-of-way.	• Approximately 336 heritage trees would be retained at the project site and 860 new trees would be planted • Including retained non-heritage trees, the site would contain a total of 1,392 trees
Policy LU 6.9 Pedestrian and Bicycle Facilities	Provide well-designed pedestrian and bicycle facilities for safe and convenient multi-modal activity through the use of access easements along linear parks or paseos	• The project would include new pedestrian and bicycle connections through the site and upgrades along the northern and southern boundaries of the site
Policy LU 7.1 Sustainability	Promote sustainable site planning, development, landscaping, and operational practices that conserve resources and minimize waste.	• The project would comply with the City's water efficient landscaping ordinance, CalGreen code requirements, and be designed to meet waste planning and LEED requirements per the C-1-S zoning district
Policy LU 7.5 Reclaimed Water Use	Implement use of adequately treated "reclaimed" water (recycled/non-potable water sources such as, graywater, blackwater, rainwater, stormwater, foundation drainage, etc.) through dual plumbing systems for outdoor and indoor uses, as feasible	• The proposed project would be dual plumbed for future use of recycled water • The development agreement includes future connections for recycled water
Policy LU 7.9 Green Building	Support sustainability and green building best practices through the orientation, design, and placement of buildings and facilities to optimize their energy efficiency in preparation of State zero-net energy requirements for residential construction in 2020 and commercial construction in 2030.	• The project would be designed to comply with the City's applicable LEED requirements; and would comply with the City's Green and Sustainable Building requirements

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Policy CIRC 2.11 Design of New Development	Require new development to incorporate design that prioritizes safe pedestrian and bicycle travel and accommodates senior citizens, people with mobility challenges, and children	• The project would install frontage improvements and Class I multi-modal bicycle and pedestrian paths along the northern and southern project boundaries, and Class IV bike lanes along the Laurel Street frontage • The project includes pedestrian paths through the site that would eventually connect to the Middle Ave. Caltrain undercrossing and other pedestrian improvements
Policy CIRC 2.14 Impacts of New Development	Require new development to mitigate its impacts on the safety (e.g., collision rates) and efficiency (e.g., vehicle miles traveled (VMT) per service population or other efficiency metric) of the circulation system. New development should minimize cut-through and high-speed vehicle traffic on residential streets; minimize the number of vehicle trips; provide appropriate bicycle, pedestrian, and transit connections, amenities and improvements in proportion with the scale of proposed projects; and facilitate appropriate or adequate response times and access for emergency vehicles.	• The EIR evaluated the project's potential impact on VMT and determined that its impact would be less than significant when mitigation measures were incorporated as part of project implementation • The project was designed to reduce cut through traffic through the alignment of driveways • The project would include publicly accessible pathways which would provide pedestrian access and improve pedestrian and bicycle infrastructure in the area • The project includes a transportation demand management (TDM) plan that would reduce project trips by 35% • The project would install frontage improvements to facilitate bike and pedestrian connections within the vicinity of the project site
Policy CIRC 6.3 Shuttle Service	Encourage increased shuttle service between employment centers and the Downtown Menlo Park Caltrain station.	• As part of the DA, the project would either make payments towards the City's shuttle or provide its own
Policy CIR 7.1 Parking and New Development	Ensure new development provides appropriate parking ratios, including application of appropriate minimum and/or maximum ratios, unbundling, shared parking, electric car charging, car sharing, and Green Trip Certified strategies to accommodate residents, employees, customers, and visitors	• The proposed project is consistent with the parking requirements in the proposed C-1-S zoning district as modified through the CDP • During the architectural control stage, staff would verify that the project provides sufficient EV charging facilities per the City's EV Charging Ordinance • Parking for the multi-family buildings would be unbundled and the 100% affordable building would share parking with non-residential components of the project
Policy H4.2 Housing to Address	Strive to provide opportunities for new housing development to meet the City's share of its Regional Housing Needs Allocation (RHNA). In doing so, it is the	• Project would provide 97 inclusionary housing units and up to 154 additional BMR units on a parcel to be dedicated to an affordable housing developer

Local Housing Needs	City's intent to provide an adequate supply and variety of housing opportunities to meet the needs of Menlo Park's workforce and special needs populations, striving to match housing types, affordability and location, with household income, and addressing the housing needs of extremely low income persons, lower income families with children, shared housing and lower income seniors.	• Project would provide various types of units within the project including apartments of various sizes, attached townhomes and detached townhomes addressing housing needs for various types of households, which would contribute to the City's RHNA numbers
Policy H4.4 Variety of Housing Choices	Encourage well-designed residential mixed-use developments where residential use is appropriate to the setting. Encourage mixed-use development in proximity to transit and services, such as shopping centers, the C-4 district along Willow Road near the Willows neighborhood, properties zoned C-1, C-1-A, C-1-C, C-2 and C-2-A, C-2-B, C-2-S, and P, as well as near the downtown to support downtown businesses (consistent with the El Camino Real/Downtown Specific Plan).	• The project includes a mix of uses and a variety of housing types (attached and detached townhomes and apartments of various sizes • The project would provide housing near the Caltrain station and downtown Menlo Park
Policy H4.10 Preferences for Affordable and Moderate-Income Housing	Implement BMR and moderate-income housing preferences for people living or working in Menlo Park to the extent consistent with Fair Housing laws.	• To the extent consistent with State Law, the City is applying its BMR preferences to the project, consistent with this policy
Policy H4.11 Inclusionary Housing Approach	Require residential developments involving five (5) or more units to provide very low-, low- and moderate-income housing units. In-lieu fees are allowed but not encouraged.	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy H4.16 Neighborhood Responsibilities within Menlo Park	Seek ways specific to each neighborhood to provide additional housing as part of each neighborhood's fair share responsibility and commitment to help achieve community-wide housing goals.	• This project would bring 800 residential units near downtown

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MENLO PARK AND LPGS MENLO, LLC, FOR THE PARKLINE MASTER PLAN PROJECT

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

SECTION 1.
This Ordinance is adopted under the authority of Government Code Section 65864 et seq. and pursuant to the provisions of City Resolution No. 4159, which establishes procedures and requirements for the consideration of developments within the City of Menlo Park ("City"). This Ordinance incorporates by reference that certain Development Agreement for the Parkline Master Plan Project (the "Development Agreement") by and between the City and LPGS Menlo, LLC, a Delaware limited liability company ("Applicant") attached hereto as Exhibit 1 and incorporated herein by this reference.

SECTION 2.
The City, as lead agency, prepared an Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the approximately 64.3 acre site, commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site"). On _____ __, 2025, by Resolution No. _____, the City Council certified the EIR, made certain findings, and adopted a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Plan, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the Development Agreement is within the scope of the EIR.

SECTION 3.
As required by Resolution No. 4159, the Planning Commission reviewed the Development Agreement at a duly and properly noticed public hearing held on August 25, 2025 and recommended that the City Council adopt this ordinance. As part of its recommendation to the City Council, the Planning Commission determined that the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Project Site is located; is in conformity with public convenience, general welfare and good land use practice; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; and will not adversely affect the orderly development of property or the preservation of property values within the City.

SECTION 4.
The City Council held a duly and properly noticed public hearing on the Development Agreement on _____ __, 2025. The City Council finds that the following are the relevant facts concerning the Development Agreement:

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

3. The Applicant proposes to demolish 35 existing buildings and a church and associated multi-use building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a mix of uses consisting of non-residential buildings of approximately 1,000,000 square feet (SF), inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project").
4. The Applicant proposes to provide various community benefits as outlined in the Development Agreement which are in excess of those dedications, conditions, and exactions that may be imposed under applicable law and thus otherwise would not be achievable without the express agreement of Applicant.

SECTION 5.

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

concerning land use development, timing and sequencing of Project development and the payment of fees.

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

SECTION 6.
Based upon the above findings of fact, the Development Agreement for the Project is hereby approved, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager in consultation with the City Attorney. The City Council hereby authorizes the Mayor to execute the Development Agreement and all documents required to implement the Development Agreement on behalf of the City.

SECTION 7.
No later than ten days after this ordinance is effective and has been executed by all parties, the City Clerk shall record with the San Mateo County Recorder a copy of the Development Agreement, as required by Government Code Section 65868.5.

SECTION 8.
If any section of this ordinance, or part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or enforceable, such section, or part hereof, shall be deemed severable from the remaining sections of this ordinance and shall in no way affect the validity of the remaining sections hereof.

SECTION 9.
This ordinance shall become effective thirty (30) days after the date of its adoption. Within fifteen (15) days of its adoption, the ordinance shall be posted in three (3) public places within the City of Menlo Park, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City of Menlo Park prior to the effective date.

INTRODUCED on _____, 2025, and PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the __ day of _____, 2025, by the following votes:

AYES:
NOES:
ABSENT:
ABSTAIN:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

APPROVED:

_____
Drew Combs, Mayor

ATTEST:

_____
Judi A. Herren, City Clerk

Exhibits:

Exhibit No. 1 to Exhibit F - Development Agreement for the Parkline Master Plan Project by and between the City of Menlo Park and LPGS Menlo, LLC (Staff Report Attachment GG)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

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

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

Space Above This Line Reserved for Recorder's Use

DEVELOPMENT AGREEMENT

by and between the

CITY OF MENLO PARK,
a California municipal corporation

and

LPGS MENLO, LLC
a Delaware limited liability company

regarding the

PARKLINE MASTER PLAN PROJECT

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS....5
Section 1.1 Definitions....5
ARTICLE 2 EFFECTIVE DATE AND TERM; REPRESENTATIONS AND WARRANTIES....14
Section 2.1 Effective Date....14
Section 2.2 Term....14
Section 2.3 City Representations and Warranties....17
Section 2.4 Developer Representations and Warranties....18
ARTICLE 3 DEVELOPMENT OF PROPERTY....18
Section 3.1 Vested Rights....18
Section 3.2 Development and Design Standards....19
Section 3.3 Reservations of Authority....19
Section 3.4 Regulation by Other Public Agencies....20
Section 3.5 Life of Project Approvals....20
Section 3.6 Initiatives....20
Section 3.7 Timing of Development....21
Section 3.8 Changes in the Law....22
Section 3.9 Expansion of Development Rights....22
Section 3.10 No Reservation of Sanitary Sewer or Potable Water Capacity....23
Section 3.11 Biosafety Levels....23
Section 3.12 Reach Code....23
Section 3.13 Buildings P, S and T....23
Section 3.14 Buildings S and T and City Corporation Yard....24
Section 3.15 Project Approvals and Applicable City Regulations....25
ARTICLE 4 OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES....25
Section 4.1 Developer Fees....25
Section 4.2 CFDs....29
Section 4.3 Public Infrastructure....31
Section 4.4 City Responsibility for Public Park Improvements....31
Section 4.5 Prevailing Wage Requirements....31
Section 4.6 Taxes and Assessments....32

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

ARTICLE 5 PARKLINE COMMUNITY BENEFITS 33
Section 5.1 Community Benefits 33
Section 5.2 Sales Tax Point of Sale Designation 39
Section 5.3 Payment In Lieu of Taxes (PILOT) 39
ARTICLE 6 ANNUAL REVIEW 40
Section 6.1 Periodic Review 40
ARTICLE 7 MORTGAGEE PROTECTION 42
Section 7.1 Mortgagee Protection 42
Section 7.2 Mortgagee Not Obligated 42
Section 7.3 Notice of Default to Mortgagee; Right to Cure 42
Section 7.4 No Supersedure 43
Section 7.5 Technical Amendments to this Article 7 43
ARTICLE 8 AMENDMENT OF AGREEMENT AND EXISTING APPROVALS 43
Section 8.1 Amendment of Agreement By Mutual Consent 43
Section 8.2 Insubstantial Amendments to Agreement 43
Section 8.3 Requirement for Writing 44
Section 8.4 Amendments to Development Agreement Statute 44
Section 8.5 Amendments to Project Approvals 44
Section 8.6 Administrative Amendments of Project Approvals 44
Section 8.7 Operating Memoranda 45
Section 8.8 CEQA 45
ARTICLE 9 COOPERATION AND IMPLEMENTATION 46
Section 9.1 Subsequent Project Approvals 46
Section 9.2 Scope of Review of Subsequent Project Approvals 46
Section 9.3 Processing Applications for Subsequent Project Approvals 46
Section 9.4 Other Agency Subsequent Project Approvals; Authority of City 47
Section 9.5 Implementation of Necessary Mitigation Measures 47
Section 9.6 Cooperation in the Event of Legal Challenge 47
Section 9.7 Revision to Project 48
Section 9.8 State, Federal or Case Law 48
Section 9.9 Defense of Agreement 48
ARTICLE 10 TRANSFER AND ASSIGNMENT 49

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Section 10.1 Transfers and Assignments 49
Section 10.2 Release upon Transfer; No Cross-Defaults....50
ARTICLE 11 DEFAULT; REMEDIES; TERMINATION 51
Section 11.1 Breach and Default 51
Section 11.2 Termination....51
Section 11.3 Legal Actions 51
Section 11.4 Rights and Remedies Are Cumulative....52
Section 11.5 No Damages....52
Section 11.6 Resolution of Disputes....52
Section 11.7 Surviving Provisions....52
Section 11.8 Effects of Litigation 53
Section 11.9 California Claims Act 53
ARTICLE 12 MISCELLANEOUS PROVISIONS....53
Section 12.1 Incorporation of Recitals, Exhibits and Introductory Paragraph 53
Section 12.2 Severability 53
Section 12.3 Construction....53
Section 12.4 Covenants Running with the Land....53
Section 12.5 Notices 54
Section 12.6 Counterparts and Exhibits; Entire Agreement 54
Section 12.7 Recordation of Agreement....55
Section 12.8 No Joint Venture or Partnership 55
Section 12.9 Waivers 55
Section 12.10 California Law; Venue....55
Section 12.11 City Approvals and Actions....55
Section 12.12 Estoppel Certificates 55
Section 12.13 No Third-Party Beneficiaries....56
Section 12.14 Signatures....56
Section 12.15 Further Actions and Instruments....56
Section 12.16 Limitation on Liability....56
Section 12.17 Indemnification and Hold Harmless…….. 56

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

LIST OF EXHIBITS

Exhibit A	Site Map of Property, SRI Property, Buildings P, S &T Property, Church Property
Exhibit B	Legal Description of Property
Exhibit C	Consent of SRI International
Exhibit D	Consent of First Church of Christ, Scientist, Menlo Park, California
Exhibit E	List of Impact Fees
Exhibit F	Parkline Phasing Plan
Exhibit G	Project Site Plan – Full Buildout
Exhibit H	Quimby Act Fees & Credits
Exhibit I	Conceptual Open Space Plan – Phase 1
Exhibit J	Form of Assignment and Assumption Agreement
Exhibit K	Form of POPA (Privately Owned Publicly Accessible) Easement Agreement
Exhibit L	Form of PILOT (Payment In Lieu of Taxes) Agreement

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

DEVELOPMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

SF comprising existing Buildings P, S and T. Accordingly, for purposes of this Agreement, the "**Project**" encompasses: (i) construction of office/R&D and other non-residential buildings of up to 1,000,000 SF, inclusive of approximately 287,000 SF in existing Buildings P, S and T, which may be replaced in the future as a Modified Project Approval, defined herein, and inclusive of up to 45,000 SF of commercial/retail space to replace 35 buildings of approximately 1,093,602 SF on the SRI Property to be demolished, along with demolition of a church and associated facilities on the Church Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which up to thirty one percent (31%) (approximately 251 units) would be affordable housing units; (iii) provision of parking spaces (consisting of surface spaces and spaces within no more than three parking garages) in accordance with the ratios provided in the Zoning Amendments defined in Recital L.3, below; (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath new public recreational facilities, (vii) provision of publicly accessible open space across the campus, and (viii) related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping.

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

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

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

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

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

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

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

6. Approval of this Agreement by Ordinance No. ___ (the "**Enacting Ordinance**"), adopted by the City Council on _____, 2025 (the "**Agreement Date**").

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

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

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

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

AGREEMENT

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

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions.

"**Administrative Amendment**" is defined in Section 8.6.

"**Affiliate**" is defined in Section 10.1.

"**Affordable Housing Covenant**" is defined in Section 4.1.B.

"**Affordable Housing Developer**" is defined in Section 5.1.C.

"**Affordable Housing Financing**" is defined in Section 5.1.C.

"**Affordable Housing Land**" is defined in Section 5.1.C.

"**Agreement**" means this Development Agreement.

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

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

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

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

"**BMR Agreement**" is defined in Recital L.5.

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

"**BSL**" is an acronym for and means biosafety level.

"**BSL 3 Facility**" is defined in Section 3.11.

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

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

"**CEQA**" is defined in Recital I.

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

"**CFDs**" is defined in Section 4.2.A.

"**CFD Bonds**" is defined in Section 4.2.C.

"**CFD Facilities**" is defined in Section 4.2.B.

"**Changes in the Law**" is defined in Section 3.8.

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

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

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

"**City Council**" means the City Council of the City of Menlo Park.

"**City Parties**" and "**City Party**" are defined in Section 12.17.

"**City Shuttle**" is defined in Section 5.1.A.

"**Claims**" means liabilities, obligations, orders, claims, damages, fines, penalties, and expenses, including reasonable attorneys' fees and costs.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

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

"**Consents**" are defined in Recital G.

"**Control**", "**Controlling**", "**Controlled**", and "**Common Control**" are defined in Section 10.1.

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

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

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

"**Default**" is defined in Section 11.1.

"**Deferred Improvement Agreement**" is defined in Section 4.1.B.

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

"**Developer Parties**" and "**Developer Party**" are defined in Section 12.17.

"**Development Agreement Law**" is defined in Recital B.

"**Development Agreement Regulations**" is defined in Recital B.

"**Development Agreement Statute**" is defined in Recital A.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

"**Effective Date**" shall be [_____, 202_], which date is thirty (30) days after the Agreement Date.

"**Emergency Water Reservoir**" is defined in Section 5.1.D.

"**Enacting Ordinance**" is defined in Recital L.6.

"**Event Area**" is defined in Section 5.1.B.

"**Exactions**" means exactions imposed by City as a condition of developing the Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Project, whether such exactions constitute subdivision improvements, mitigation measures in connection with CEQA review of the Project, or impositions made under Applicable City Regulations. For purposes of this Agreement, Exactions do not include Impact Fees.

"**Exemptions**" is defined in Section 5.3.

"**Existing Approvals**" is defined in Recital L.

"**Extension Conditions**" is defined in Section 2.2A(5).

"**Extension Request**" is defined in Section 2.2A(5).

"**Fair Share**" is defined in Section 4.1F.

"**Final Approval**" means that (i) all applicable appeal periods for the filing of any Litigation Challenge challenging the issuance or effectiveness of any of the Project Approvals, including the Project EIR, or this Agreement shall have expired and no such appeal shall have been filed, or if a Litigation Challenge is filed, the Project Approvals, including the Project EIR, or this Agreement, as applicable, shall have been upheld by a final decision without adverse effect on the applicable Project Approval, including the Project EIR, or this Agreement and the entry of a final judgment, order or ruling upholding the applicable Project Approval, including the Project EIR, or this Agreement; and (ii) if a referendum petition relating to any Project Approval or this Agreement is timely and duly circulated and filed, certified as valid and City holds an election, the date the election results on the ballot measure are certified by City in the manner provided by Applicable City Regulations reflecting the approval by voters of the referenced Project Approval or this Agreement.

"**First Certificate of Occupancy**" means the first to occur of either (i) City approval of a Temporary Certificate of Occupancy, or (ii) City approval of a Certificate of Occupancy.

"**First Extension**" is defined in Section 2.2A(2).

"**Force Majeure Delay**" is defined in Section 2.2C.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

"**General Plan**" means the General Plan of the City of Menlo Park in effect as of the Agreement Date.

"**General Plan Amendment**" is defined in Recital L.2.

"**Government Offices**" is defined in Section 2.2C.

"**Ground Lease Option**" is defined in Recital D.

"**Impact Fee Resolutions**" means Menlo Park City Council Resolution Nos. 6533 and 5823, and those future Menlo Park City Council Resolutions implementing Impact Fee changes.

"**Impact Fees**" means monetary fees and impositions or equivalent in-kind obligations, other than taxes and assessments, charged by City in connection with a development project for the purpose of funding or defraying all or a portion of the cost of mitigating the impacts of a development project or the development of the public facilities and services related to a development project and any "fee" as that term is defined by Government Code Section 66000(b), including those fees set forth in Exhibit E. For purposes of this Agreement, a monetary fee or imposition that meets both the definition of an Impact Fee and the definition of an Exaction will be considered an Impact Fee.

"**Impact Fee Limitation Period**" is defined in Section 4.1A.

"**Improvement**" means all physical improvements required or permitted to be made under the Existing Approvals or Subsequent Project Approvals.

"**Improvement Plans**" is defined in Section 3.3B.

"**Initial Term**" is defined in Section 2.2A(1).

"**Insubstantial Amendment**" is defined in Section 8.2.

"**Local CFD Policies**" is defined in Section 4.2.A.

"**Litigation Challenge**" is defined in Section 9.6B.

"**LPGS 201**" is defined in Recital E and means LPGS 201 Ravenswood, LLC, a Delaware limited liability company.

"Modified Project Approval" means modification of the Parkline CDP or Parkline VTM sought by Developer during the Initial Term as a result of: (i) a redesign of the Project Site Plan, attached hereto as Exhibit G, to accommodate the reduction of non-residential square footage to a maximum of 1,000,000 SF, inclusive of the existing 287,000 SF in Buildings P, S and T, and inclusive of up to 45,000 SF of commercial amenity or retail space; or (ii) a redesign of the Project Site Plan to accommodate the cessation of use of Building P or Buildings S and T by SRI and any tenants therein and associated demolition and redevelopment thereof, subject to the Modified Project Approval Conditions; or (iii) a combination of (i) and (ii) above. A Modified

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Project Approval (a) may include modification of the dimensions and locations of particular project features (e.g. Event Area, Publicly Accessible Restroom), provided that the overall size and intended uses of the features are not reduced thereby, and (b) shall include a modification to the Project Site Plan governed by the Parkline CDP that depicts and details how the 1,000,000 SF of non-residential square footage will be accounted for on the Property.

"**Modified Project Approval Conditions**" means (i) the changes sought in connection with a Modified Project Approval primarily involve increasing the amount of residential units which shall be subject to compliance with the City's BMR Ordinance and BMR Guidelines and Applicable Law and shall include no less than six hundred (600) multifamily residential units within the Project; (ii) the amount of any non-residential use proposed or approved as part of such Modified Project Approval shall be no more than 1,000,000 SF; (iii) notwithstanding any provision in this Agreement to the contrary, including Section 3.13, all residential and non-residential buildings approved as part of the Modified Project Approval shall comply with Section 16.35.110 of the C-1-S zoning and the Reach Code, as it may be amended from time to time, and shall be all electric; (iv) upon approval of the Modified Project Approval, the amount of non-residential square footage as reflected in the revised Project Site Plan governed by the revised Parkline CDP shall constitute the maximum amount of non-residential SF permitted in the Project; (v) the Modified Project Approval will be subject to review under CEQA and any additionally required City analysis (e.g. Transportation Impact Analysis, Fiscal Impact Analysis, etc.) required by Applicable Law; and (vi) there are no material reductions to the community benefits described in Article 5 of this Agreement being proposed.

"**Mortgage**" is defined in Section 7.1.

"**Mortgagee**" is defined in Section 7.1.

"**Multifamily Building"** or "**Multifamily Residential Units"** have the same meaning as "multiple dwelling" as defined in Menlo Park Municipal Code section 16.04.260.

"**Municipal Code**" means the Municipal Code of the City of Menlo Park, as it may be amended from time to time.

"**New City Laws**" means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines or other regulations, which are promulgated or adopted by the City (including but not limited to any City agency, body, department, officer or employee) or its electorate (through the power of initiative or otherwise) and become effective after the Effective Date.

"**Notice**" is defined in Section 12.5.

"**Offer of Dedication**" is defined in Section 4.1.B.

"**Official Records**" is defined in Section 4.1.B.

"**Operating Memoranda**" is defined in Section 8.6.

"**Optional Shuttle Fee**" is defined in Section 5.1.A.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

"**Other Agency Fees**" is defined in Section 4.1E.

"**Other Agency Subsequent Project Approvals**" means Subsequent Project Approvals to be obtained from entities other than City.

"**Park Maintenance Agreement**" is defined in Section 5.1.F.

"**Park Maintenance Fee**" is defined in Section 5.1.F.

"**Park Opening**" is defined in Section 5.1.F.

"**Parkline CDP**" is defined in Recital L.3.(iv).

"**Parkline CDP Conditions**" is defined in Recital L.3.(iv).

"**Parkline Community Benefits**" is defined in Section 5.1.

"**Parkline Guidelines**" is defined in Recital L.3.(iv).

"Parkline Phasing Plan" is defined in Section 3.7 and attached hereto as Exhibit F.

"**Parkline Shuttle**" is defined in Section 5.1.A.

"**Parkline VTM**" is defined in Recital L.4.

"**Parkline VTM Conditions**" is defined in Recital L.4.

"**Party**" and "**Parties**" means, respectively, City or Developer individually and City and Developer collectively.

"**PILOT Agreement**" is defined in Section 5.3 and a form thereof attached hereto as Exhibit L.

"**Planning Commission**" means the Planning Commission of the City of Menlo Park.

"**POPA Easement Agreement**" is defined in Section 4.1.B and a form thereof attached hereto as Exhibit K.

"**POPA Use Agreement**" is defined in Section 5.1.B.

"**Pre-Approved Transfers**" are defined in Section 10.1B.

"**Prevailing Wage Components**" is defined in Section 4.4A.

"**Prevailing Wage Laws**" is defined in Section 4.4A.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

"**Processing Fees**" means all fees charged on a City-wide basis to cover the cost of City processing of development project applications, including any required supplemental or other further CEQA review, plan checking (time and materials), inspection and monitoring for land use approvals, design review, grading and building permits, fees set forth in the City Master Fee Schedule, and fees for other permits and entitlements required to implement the Project, in each case which are in effect at the time those permits, approvals or entitlements are applied for, which fees are intended to cover the City's actual and reasonable costs of processing the foregoing, and which are not Impact Fees or Exactions.

"**Proposed Project**" is defined in Recital H.

"**Project**" is defined in Recital J.

"**Project Approvals**" means the Existing Approvals and, when and as approved in accordance with the terms of this Agreement, the Subsequent Project Approvals, as such Project Approvals may be modified or amended.

"**Project EIR**" is defined in Recital I.

"**Project MMRP**" is defined in Recital L.1.

"**Property**" is defined in Recital F, depicted on the Site Map attached hereto as Exhibit A, and more particularly described in the legal description attached hereto as Exhibit B.

"**Public Park Parcel**" is defined in Section 4.1.B.

"**Public Restroom**" is defined in Section 5.1.G.

"**Public Restroom Access Easement**" is defined in Section 5.1.G.

"**Purchase Agreement**" is defined in Recital E.

"**Quimby Act**" is defined in Section 4.1.B.

"**Quimby Act Fees & Credits**" is defined in Section 4.1.B and the table applicable to the Project is attached hereto as Exhibit H.

"**Reach Code**" means those provisions of the Menlo Park Municipal Code set forth in Chapter 12.16, pursuant to Ordinance No. 1093, as said provisions may be amended.

"**Rec-In-Lieu Fees**" is defined in Section 4.1.B.

"**Recycled Water Easement**" is defined in Section 5.1.H.

"**Recycled Water Facilities**" is defined in Section 5.1.H.

"**Replacement Cost**" means the expenses required to rebuild a structure to its original size, quality, and functionality, and includes and excludes, the following:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Replacement Cost includes:

- Construction materials and labor: The expenses of materials, supplies, and labor needed to rebuild or repair the structure.
- Overhead and profit: The general contractor's overhead costs and profit margins are factored into the estimate.
- Building code upgrades: The cost to bring the rebuilt structure up to current building codes and regulations.
- Costs associated with rebuilding: The cost of demolition and debris removal costs, permit fees, and professional fees for architects, engineers, or others for design services.
- Site work required for the repair or replacement of landscaping or other improvements anticipated to be damaged or removed in connection with the construction of the building.
- Fees paid for inspection and testing services.

Replacement Cost excludes:

- Land value: Replacement cost does not include the value of the land the building sits on.
- Depreciation: Replacement cost does not deduct for depreciation.
- Site work beyond five feet from the building footprint, including landscaping and other work that is not directly involved in constructing the building itself, except with respect to any site work required for the repair or replacement of landscaping or other improvements anticipated to be damaged or removed in connection with the construction of the building.

"Residential Component" means each residential building, or cluster of residential buildings in the case of the attached and detached townhomes, within the Project, as described in the Phasing Plan attached in Exhibit F. For example, each multifamily apartment building would be considered its own Residential Component.

"**Second Extension**" is defined in Section 2.2A(2).

"**Severe Economic Recession**" means a five percent (5%) decline in nonfarm employment from peak nonfarm employment over a period of eighteen (18) months as measured by the Bureau of Labor Statistics Current Employment Statistics ("Statistics") for the San Francisco-Redwood City-South San Francisco Metropolitan Division. Severe Economic Recession shall commence upon Developers' notification to the City of the Severe Economic Recession, together with appropriate backup evidence. Severe Economic Recession shall continue prospectively on a quarterly basis and remain in effect until nonfarm employment as measured by the Statistics increases for three (3) successive quarters or surpasses peak nonfarm employment (whichever comes first), provided that the cumulative total Severe Economic Recession shall not exceed forty-eight (48) months. If the Statistics are discontinued, Developer and the City shall approve a substitute data source that tracks the employment market with as close a geography as possible to the San Francisco-Redwood City-South San Francisco Metropolitan Division.

"**SF**" is defined in Recital H.

"**Shuttle Service**" is defined in Section 5.1.A.

"**Shuttle Service Commencement**" is defined in Section 5.1.A.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

"**Shuttle Service Term**" is defined in Section 5.1.A.

"**Site Map**" is defined in Recital F and attached hereto as Exhibit A.

"**Special Tax**" is defined in Section 4.2.D.

"**SRI**" is defined in Recital C and means SRI International, a California nonprofit public benefit corporation.

"**SRI Affiliate**" means a nonprofit Controlled by SRI.

"**SRI Property**" is defined in Recital C and depicted on the Site Map attached hereto as Exhibit A.

"**Subsequent Project Approvals**" is defined in Section 9.1.

"**TDM Plan**" is defined in Section 5.1.A.

"**Temporary Certificate of Occupancy**" means City approval of occupancy or partial occupancy of a building or improvement for up to 180 days or the maximum amount of time as established in the California Building Code in effect at the time of Building Permit application when construction has been substantially completed and no life safety hazards remain as determined by the Building Official.

"**Term**" is defined in Section 2.2.A.

"**Transfer**" is defined in Section 10.1.

"**Transferee**" is defined in Section 10.1.

"**Transferor**" is defined in Section 10.1.

"**Transportation Fee**" is defined in Section 5.1.E.

"**Zoning Amendments**" is defined in Recital L.3.

"**60% AMI Units**" means residential units available and affordable to and occupied by households whose income is no greater than sixty percent (60%) of Area Median Income in accordance with the terms of the BMR Agreement.

ARTICLE 2 EFFECTIVE DATE AND TERM; REPRESENTATIONS AND WARRANTIES

Section 2.1 Effective Date. This Agreement shall become effective upon the Effective Date.

Section 2.2 Term.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

A. Term of Agreement. Except as to those obligations that expressly extend beyond the stated Term of this Agreement, the "**Term**" of this Agreement shall commence as of the Effective Date and shall continue for the Initial Term as defined in sub-section (1) below, plus the duration of any City-approved extension as provided in sub-section (2) below, or until earlier terminated by mutual consent of the Parties or as otherwise provided by this Agreement.

(1) Initial Term of Agreement. The "**Initial Term**" of this Agreement shall be eight (8) years, commencing on the Effective Date and expiring on the eighth (8th) anniversary thereof, unless this Agreement is otherwise terminated or extended in accordance with the provisions of this Agreement.

(2) Two 6-Year Extensions. Subject to the terms and conditions in this Section 2.2, Developer shall have the right to extend the Initial Term for two additional six (6)-year periods (hereinafter, the "**First Extension**" and "**Second Extension**"). In order to obtain the First Extension and Second Extension, Developer must be in compliance with all of its obligations set forth in this Agreement and Project Approvals, and the respective conditions described in sub-section (3) and sub-section (4) below must be satisfied.

(3) First Extension Requirements. In addition to the conditions in sub-section (2) above, in order to obtain the First Extension, Developer must have secured two (2) points in accordance with the Parkline Phasing Plan.

(4) Second Extension Requirements. In addition to the conditions in sub-section (2) above, in order to obtain the Second Extension, (a) Developer must have secured two (2) points (four (4) points total when combined with the First Extension's points) in accordance with the Parkline Phasing Plan, (b) a Certificate of Occupancy for three (3) Residential Components; and (c) roof framing completed for one additional Residential Component.

(5) Extension Request. If Developer desires to seek the First Extension or Second Extension, Developer must submit a letter addressed to the City Manager requesting such First Extension or Second Extension at least 180 days prior to the date that the then applicable Term would expire (the "**Extension Request**"). The Extension Request shall include documentation in a form reasonably acceptable to City demonstrating that the applicable conditions for an Extension described in sub-sections (2), (3) and (4) above ("**Extension Conditions**") have been satisfied, or will be satisfied prior to the date that the then applicable Term otherwise would expire.

(6) Extension Review. Within forty-five (45) days of receipt of an Extension Request and accompanying documentation, the City Manager shall determine whether the Extension Conditions have been satisfied, including whether Developer is in compliance with this Agreement. Except as otherwise provided in this Section 2.2, the determination whether Developer is in compliance with this Agreement shall be undertaken in a manner consistent with the annual review process described in Section 6.1 below, and the City Manager may rely upon a recently completed Annual Review in order to make that compliance determination. If the City Manager determines Developer is not in compliance with this Agreement through such review process, then the City Manager shall describe in reasonable detail the reasons for non-compliance and the steps required to satisfy the Extension Conditions, and Developer shall have the

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

opportunity to cure such non-compliance prior to the last date that the Extension Request is to be decided. If City Manager concludes that the Extension Conditions have been satisfied, then he or she shall grant the Extension Request and provide written notice, in a recordable form, that the Agreement has been extended for the extension period, and the Initial Term shall be extended accordingly. If the City Manager determines the Extension Conditions have not been satisfied or if there is any dispute regarding the steps required to satisfy the Extension Conditions, then the Developer shall have ten (10) business days to present to the City Manager a letter providing written notice of the Developer's appeal of the City Manager's determination to the City Council. The City Council shall hear such an appeal within sixty (60) days of the City Manager's receipt of the letter providing written notice of the appeal, and the City Council shall decide such appeal no later than thirty (30) days before the date upon which the then applicable Term otherwise would expire. If the City Council determines Developer is in compliance with this Agreement and all of the applicable Extension Conditions have been satisfied, then, the City Council shall direct the City Manager to grant the Extension Request and direct the City Manager to provide Developer written notice, in a recordable form, that the applicable Extension Request has been granted and the then applicable Term shall be extended accordingly (with such extension retroactive to the expiration of the Term if applicable). If the City Council determines Developer is not in compliance with this Agreement or one or more of the other applicable Extension Conditions have not been satisfied, then the City Council shall document such findings in its action denying the Extension Request. The City Council's decision shall be final, subject to Developer's ability to pursue available remedies as provided in Section 11.3 below. If the last day of the Term occurs prior to the conclusion of the extension review process, then the Term shall be automatically extended without the need for further action by any of the Parties until the conclusion of the extension review whereupon the extension of the Term pursuant to the extension review process shall become effective or, if the Term is not extended pursuant to the extension review process, then the automatic extension shall cease upon the date of the final determination that the Term will not be extended.

(7) Memorandum of Extension. Within ten days after the written request of either Party hereto, City and Developer agree to execute, acknowledge and record in the Official Records of San Mateo County a memorandum evidencing any approved Extension of the Term pursuant to this Section 2.2.

B. Effect of Termination. Upon the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions set forth in Section 11.7 below.

C. Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, the Term of this Agreement and the Project Approvals, and the time within which either Party shall be required to perform any act under this Agreement, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock outs and other labor difficulties; acts of God; unusually severe weather, but only to the extent that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season occurring after commencement of construction of the Project; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; any development moratorium

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

or any action of other public agencies that regulate land use, development or the provision of services that prevents, prohibits or delays construction of the Project, including without limitation any extension authorized by Government Code Section 66463.5(d); acts of the public enemy; civil disturbances; wars; acts of terrorism; insurrection; riots; floods; earthquakes; fires; unavoidable casualties; epidemics; pandemics; quarantine restrictions; freight embargoes; government restrictions, or litigation; government mandated shutdowns or government closure (meaning any of the following events: (a) the governmental offices where any action required under this Agreement (collectively, "**Government Offices**") are not open for business and any Government Offices' systems are not operational such that such action cannot occur; (b) any other third party is not open for business such that its services required as necessary for a Party to perform obligations under this Agreement cannot be performed; (c) overnight couriers are not operating such that any documents cannot be delivered to the extent such documents are required to be originals; or (d) financial institutions or wire transfer systems are not operating, such that, as part of consummation of financial transactions contemplated hereby cannot occur; a Severe Economic Recession, defined below; any other cause beyond the reasonable control of Developer which substantially interferes with carrying out the development of the Project; or delays in securing Final Approval, as well as Litigation Challenges which enjoin construction or other work on the Project or any portion thereof or would cause a reasonably prudent developer either to forbear from commencing construction or other work on the Project or portion thereof or to suspend construction or other work (each a "**Force Majeure Delay**"). An extension of time for any such Force Majeure Delay, other than a Severe Economic Recession, shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the Party claiming such extension is sent to the other Party within sixty (60) days of the commencement of the cause. If Notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such Notice. Notwithstanding the foregoing, in the case of Force Majeure Delay due to delays in securing Final Approvals or Litigation Challenges, the Force Majeure Delay shall terminate three (3) months after a final settlement or non-appealable judgment is issued or affirmed. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer, however any such extension that effectuates an extension of the Term of this Agreement shall require the approval of the City Council in accordance with the Development Agreement Law. Developer's inability or failure to obtain financing shall not be deemed to be a cause outside the reasonable control of the Developer and shall not be the basis for an excused delay.

Section 2.3 City Representations and Warranties. City represents and warrants to Developer that:

A. City is a municipal corporation, and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of City hereunder have been duly authorized by all necessary City Council action and all necessary approvals have been obtained.

C. This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, City shall, upon learning of any fact or condition that would cause any of the warranties and representations in this Section 2.3 not to be true, immediately give written Notice of such fact or condition to Developer.

Section 2.4 Developer Representations and Warranties. Developer represents and warrants to City that:

A. Developer is duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the State of California, and has all necessary powers under the laws of the State of California to own property interests and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of Developer hereunder have been duly authorized by all necessary corporate, partnership or company action and all necessary shareholder, member or partner approvals have been obtained.

C. The Consents executed in connection with this Agreement are valid and binding and remain in full force and effect during the Term of this Agreement unless and until Developer acquires and holds fee title to the real property subject to the Consents.

D. This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

E. Developer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, Developer shall, upon having actual knowledge of any fact or condition that would cause any of the warranties and representations in this Section 2.4 not to be true, promptly give written Notice of such fact or condition to City.

ARTICLE 3 DEVELOPMENT OF PROPERTY

Section 3.1 Vested Rights. City hereby grants to Developer a vested right to develop, construct and use the Project on the Property, including all on-site and off-site improvements authorized by, and in accordance with, the Project Approvals. Except as otherwise provided in this Agreement, no New City Laws that prevent or impede development of the Project or that conflict with this Agreement or the Project Approvals shall apply to the Project or the Property. For purposes of this Section 3.1, Section 3.3, and Section 3.6, the word "conflict" is defined to include, but is not limited to, any modification that purports to: (i) impose greater or different

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

restrictions other than as permitted by Applicable Law, Changes in the Law, and the Project Approvals upon any aspect of the Project, including but not limited to the permitted uses of the Property, excepting therefrom any limitations on allowable BSL 3 Facilities or BSL 4 Facilities, the maximum and minimum density and intensity of use (including but not limited to floor area ratios of buildings and the overall maximum size of allowed uses), or the maximum height and size of proposed buildings; (ii) impose requirements for reservation or dedication of land for public purposes or requirements for infrastructure, public improvements, or public utilities, other than as provided in the Project Approvals; (iii) impose conditions upon development of the Property other than as permitted by Applicable Law, Changes in the Law, and the Project Approvals; (iv) limit or control the timing, phasing, sequencing, or rate of development of the Property; (v) limit the location of building sites, grading or other improvements on the Property in a manner that is inconsistent with the Project Approvals; (vi) limit or control the ability to obtain public utilities, services, infrastructure, or facilities (provided, however, nothing herein shall be deemed to exempt the Project or the Property from any water use rationing requirements that may be imposed on a City-wide basis from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity); (vii) require the issuance of additional permits or approvals by the City other than those required by Applicable Law and the Existing Approvals; (viii) add new Impact Fees; (ix) apply to the Project any New City Laws that are not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites; (x) impose against the Project any condition, dedication or other Exaction not specifically authorized by Applicable Law or the Existing Approvals; or (xi) impose against the Project any obligations regarding the construction of or provision of below market rate units not specifically required by the Project Approvals. To the extent that New City Laws conflict with the vested rights granted pursuant to this Agreement, they shall not apply to the Property or the Project, except as provided in Section 3.3, below.

Section 3.2 Development and Design Standards. The Project shall be developed in conformance with the Project Approvals and Applicable City Regulations and the yet-to-be adopted Subsequent Project Approvals. The permitted uses, density and intensity of development, maximum height and size of proposed buildings and development standards shall all be in accordance with the Project Approvals and Applicable City Regulations. Project design and materials will need to meet the development regulations and design standards outlined in general terms in the Parkline Guidelines adopted as part of the Parkline CDP. City's review of applications for Subsequent Project Approvals shall be in accordance with the Project Approvals and the Applicable City Regulations.

Section 3.3 Reservations of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Project:

A. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure then applicable in City at the time of permit application.

B. Regulations governing construction standards and specifications, including City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in City at the time of Building Permit

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

application. Local modifications to the Building Code that take effect after the submittal of plans, specifications and estimates for Project-serving improvements (both on- and off-site) for the Project ("**Improvement Plans**") shall not apply to such Improvement Plans unless required (i) by the then-current version of the California Building Code, (ii) to comply with State or Federal Law, or (iii) to avoid a specific, adverse impact upon the public health or safety. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the Improvement Plans were submitted.

C. New City Laws applicable to the Property or Project, which do not conflict with this Agreement, including Developer's vested rights under Section 3.1 above.

D. New City Laws that may be in conflict with this Agreement, but which are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, where there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition.

E. Exactions permitted by Section 9.2 of this Agreement.

Section 3.4 Regulation by Other Public Agencies. Developer acknowledges and agrees that the State of California Department of Transportation, SamTrans, West Bay Sanitary District, Menlo Park Fire Protection District, Cal Water, the California Building Standards Commission, and other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Developer shall use reasonable diligence in applying for all such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. Developer shall also pay all required fees when due to such public agencies. Developer acknowledges that City does not control the amount of any such fees. City shall reasonably cooperate with Developer in Developer's effort to obtain such permits and approvals; provided, however, City shall have no obligation to incur any costs, without compensation or reimbursement by Developer, or to amend any policy, regulation or ordinance of City in connection therewith.

Section 3.5 Life of Project Approvals. The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals.

Section 3.6 Initiatives. Except as to those New City Laws described in Section 3.3D (which may be enacted or imposed by initiative or referendum), if any New City Law is enacted or imposed by an initiative or referendum, which New City Law would conflict with the Project Approvals or this Agreement or reduce the development rights or assurances provided by this Agreement, then such New City Law shall not apply to the Property or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of the foregoing, no moratorium or other limitation

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

(whether relating to the rate, timing, phasing or sequencing of development, whether imposed by ordinance, initiative, resolution, policy, order, or otherwise, and whether enacted by the City Council, an agency of City, the electorate, or otherwise) affecting subdivision maps, use permits, building permits, occupancy permits, or other entitlements to use that are approved or to be approved, issued or granted by City shall apply to the Property or Project. Developer agrees and understands that City does not have authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may affect the Project. City shall reasonably cooperate with Developer and, at Developer's expense, shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. City, except to submit to vote of the electorate initiatives and referendums required by law to be placed on a ballot and fulfill any legal responsibility to defend a ballot measure passed by its voters, shall not support, adopt or enact any New City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement. Notwithstanding the foregoing, both parties agree and understand that first amendment rights of individual elected and appointed officials to take positions on ballot measures shall not be curtailed by this provision.

Section 3.7 Timing of Development. The timing of development of the Project shall be undertaken in accordance with the "**Parkline Phasing Plan,**" attached hereto as Exhibit F. The Parkline Phasing Plan sets forth a milestone schedule that constrains Developer's ability to develop non-residential uses until after certain development milestones for the Project's residential uses are satisfied. Modifications may be made to the timing set forth in the Parkline Phasing Plan through an Operating Memorandum to this Development Agreement, approved pursuant to Section 8.7, and, in relation to the location and names of buildings, as a Modified Project Approval pursuant to Article 9, provided that the modifications do not materially change or impair the objective of the Phasing Plan to meter non-residential office/R&D square footage based on achieving specific milestones for the Project's Residential Components.

Notwithstanding the milestone schedule within the Parkline Phasing Plan, (i) if the Project has achieved at least two points in accordance with the Parking Phasing Plan, which authorizes Developer to construct up to 500,000 SF of non-residential office/R&D space, and (ii) if the Developer furnishes to City a copy of a fully executed lease, which may have confidential business terms redacted, or other evidence of a fully executed lease acceptable to the City Attorney, for the buildout and occupancy of more non-residential square footage than Developer has secured the right to construct in order to accommodate the tenant's requirements, then a one-time exception will be made to allow Developer to construct up to an additional 250,000 SF more than it has secured the right to under the Phasing Plan.

Subject to the foregoing limitations and the terms and conditions in this Agreement, including the Parkline Phasing Plan, the Parties acknowledge that (i) Developer shall have no obligation to develop or construct the Project or any component of the Project, and if Developer does not proceed with development or construction of the Project, then Developer shall not be obligated under Article 5 of this Agreement, and (ii) Developer cannot guarantee the exact timing of any Phase or the sequence of development within a Phase and whether certain development will be constructed at all. Such decisions depend upon numerous factors which are not all within the control of Developer. It is the intent of City and Developer that, notwithstanding any future amendment to the Applicable City Regulations or the adoption of any ordinance, resolution, order,

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

policy, plan, rule, procedure, standards, specifications, guidelines, or other regulations (whether amended or adopted by means of an ordinance, initiative, resolution, policy, order, or moratorium), Developer, subject to the terms of this Agreement, including the Parkline Phasing Plan, may develop the Project at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment.

However, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984) that the failure of the parties therein to consider, and expressly provide for, the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the desire of the Parties hereto to avoid that result. Therefore, notwithstanding the adoption of an initiative after the Effective Date by City's electorate to the contrary, the Parties acknowledge that, except as otherwise provided for in the Project Approvals and in this Agreement, Developer shall have the vested right (but not the obligation) to develop the Project to such extent, in such order, at such rate, and at such times as Developer deems appropriate in the exercise of its business judgment and consistent with the terms of this Agreement. City acknowledges that such a right is consistent with the intent, purpose, and understanding of the Parties to this Agreement, and that without such a right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute and this Agreement.

Section 3.8 Changes in the Law. As provided in Section 65869.5 of the Development Agreement Law, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than the City, created or operating pursuant to the laws of the State of California ("**Changes in the Law**"). In the event Changes in the Law will prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof advanced or delayed, as may be necessary to either comply with or avoid Changes in the Law. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with or avoid such Changes in the Law. In such event, this Agreement together with any required modifications shall continue in full force and effect. In the event that the Changes in the Law operate to frustrate irremediably and materially the vesting of development rights to the Project as set forth in this Agreement, Developer may terminate this Agreement by Notice to City. Nothing in this Agreement shall preclude Developer from contesting by any available means (including administrative or judicial proceedings) such Changes in the Law or their applicability to the Project and, in the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect and times of performance extended in accordance with Section 2.2C, unless the Parties mutually agree otherwise.

Section 3.9 Expansion of Development Rights. If any New City Laws or Changes in Law expand, extend, enlarge or broaden Developer's rights to develop the Project, then, (a) if such law is mandatory, the provisions of this Agreement shall be modified as may be necessary to comply or conform with such new law, and (b) if such law is permissive, the provisions of this Agreement may be modified, upon the mutual agreement of Developer and City. Immediately

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

after enactment of any such new law, upon Developer's request, the Parties shall meet and confer in good faith for a period not exceeding sixty (60) days (unless such period is extended by mutual written consent of the Parties) to prepare such modification in the case of a mandatory law or to discuss whether to prepare a proposed modification in the case of a permissive law. Developer shall have the right to challenge City's refusal to apply any new law mandating expansion of Developer's rights under this Agreement, and in the event such challenge is successful, this Development Agreement shall be modified to comply with, or conform to, the new law.

Section 3.10 No Reservation of Sanitary Sewer or Potable Water Capacity. City has found that there will be sufficient potable water and sanitary sewer capacity to serve future development contemplated by the General Plan, including the Project. However, as noted in Section 3.1 below, nothing in this Agreement is intended to exempt the Project or the Property from any water use conservation or rationing requirements that may be imposed on a City-wide basis from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity. In the event Developer's lenders or financing partners request issuance of water and/or sanitary sewer "will serve" letters as a condition of providing debt or equity financing for the Project, City agrees to consider in good faith issuing such letters on terms reasonably acceptable to City, as determined in its sole discretion.

Section 3.11 Biosafety Levels. As of the Agreement Date, SRI operates and maintains two small laboratories on the Property, occupying less than 2,000 SF combined within Building P and Building T and permitted under Applicable Law to conduct BSL 3 level research (each a "**BSL 3 Facility**"). Developer shall cause SRI to refrain from (i) seeking to expand the size of either BSL 3 Facility and (ii) to complete the decertification process of (a) the BSL 3 Facility located in Building T no later than January 1, 2027 and (b) the BSL 3 Facility located in Building P prior to the issuance of the First Certificate of Occupancy for the first Residential Component of the Project. Developer acknowledges and agrees that it shall not develop, construct or operate any new BSL 3 Facilities or BSL 4 Facilities as part of the Project.

Section 3.12 Reach Code. Notwithstanding the effect of Applicable Law on the enforceability of the Reach Code on the Project, Developer shall design and construct all Improvements authorized by the Project Approvals in conformance with the Reach Code, as it may be amended from time to time and which is in effect as of the date of submittal of a Building Permit application applicable to the Improvement. In addition, except as set forth in Section 5.1 I. regarding the use of generators, regardless of whether or not it is included in the Reach Code, Developer agrees that all new buildings that are part of the Project will be all-electric and will not utilize natural gas.

Section 3.13 Buildings P, S and T. Subject to the continued compliance with Section 3.11, and the extension of the Offer of Dedication in accordance with Section 4.2, any Subsequent Project Approval relating solely to Building P or Buildings S and T, excepting any Modified Project Approval, shall not be required to comply with the terms of Section 16.35.110 of the C-1-S zoning or the Reach Code, as it may be amended from time to time and which is in effect as of the date of submittal of a Building Permit application submitted pursuant to such Subsequent Project Approval, and SRI shall retain the right to continue its use of Building P and Buildings S and T for research and development and office uses, as well as the supporting utility yard and surface parking for its use. The foregoing notwithstanding, any Subsequent Project Approval

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

relating solely to Building P or Buildings S and T, including any Modified Project Approval, which results in structural alterations, including replacements of exterior walls, electrical fixtures, or plumbing, that cost more than 50 percent of the Replacement Cost of the existing building or buildings, shall comply with the terms of Section 16.35.110 of the C-1-S zoning and the Reach Code, as it may be amended from time to time, except as set forth in Section 3.12, and which is in effect as of the date of submittal of a Building Permit application submitted pursuant to such Subsequent Project Approval. In addition, if SRI undertakes multiple alterations, additions, or improvements to Building P or Buildings S and T over a cumulative period of five years (60 months) that, when aggregated, equal or exceed 50 percent of the Replacement Cost of the building or buildings, then compliance with Section 16.35.110 of the C-1-S zoning and the Reach Code shall also be required in connection with the Building Permit for the improvement that causes the cumulative total to reach or exceed the 50 percent threshold. The existing 6-megawatt natural gas cogeneration plant shall be decommissioned and demolished prior to issuance of a First Certificate of Occupancy for the Residential Component constructed on Lot 4 (R1) or Lot 5 (R2).

Developer hereby acknowledges and agrees that the rights and benefits afforded to Buildings P, S and T pursuant to this Section 3.13, which are currently located on the Building P, S and T Property as of the Effective Date, are personal to SRI, shall not run with the land, and may not be transferred or assigned to any third parties, including Developer, other than to an SRI Affiliate, and any attempt to do so shall be void and unenforceable against City, shall constitute an amendment to this Agreement to effectuate the removal, rescission and termination of this Section 3.13, and shall constitute a default under this Agreement. Developer hereby agrees to execute an amendment to this Agreement as may be desired by City to memorialize the removal, rescission and termination of this Section 3.13.

Section 3.14 Buildings S and T and City Corporation Yard. In the event of the cessation of use of Buildings S and T by SRI and any and all tenants therein and the acquisition of the underlying real property by Developer, Developer agrees that any Subsequent Project Approval related to the redevelopment of said real property underlying Buildings S and T shall require Developer to reasonably cooperate and coordinate with City in relation to the design and planning for potential redevelopment of the adjacent lands of the City (Corporation Yard), as well as the former USGS site, if said USGS site has not already been redeveloped, to the extent related to the ultimate design and configuration of Seminary Drive. Such coordination and cooperation shall be advisory and informational in nature only, and shall not require Developer to perform or fund any off-site improvements, studies, or designs related to the Corporation Yard or the USGS Site, to materially modify Developer's site plans or proposed design, or to engage in any cost-sharing arrangement not addressed in the Existing Approvals. Further, in connection with any such Subsequent Project Approval related thereto, Developer shall, in good faith, consider the abandonment of existing water and sewer line easements benefitting Buildings S and T and encumbering the Corporation Yard. Separate and apart from any Subsequent Project Approval related to the redevelopment of said real property underlying Buildings S and T, if the City independently initiates redevelopment or improvement of the Corporation Yard or Burgess Drive in the future while Buildings S and T remain occupied and needs SRI's cooperation to effectuate the abandonment of said existing water and sewer line easements, then Developer shall cause SRI to reasonably cooperate with City to effectuate such abandonment, provided replacement water and sewer service is provided to Buildings S and T and any replacement easements required for

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

relocated water and sewer service lines are provided to SRI without cost, liability or obligation on the part of Developer or SRI.

Section 3.15 Project Approvals and Applicable City Regulations. Prior to the Effective Date, the Parties shall have prepared two (2) sets of the Existing Approvals and Applicable City Regulations, one (1) set for City and one (1) set for Developer, to which shall be added from time to time, Subsequent Project Approvals, so that if it becomes necessary in the future to refer to any of the Project Approvals or Applicable City Regulations, there will be a common set available to the Parties. Failure to include in the sets of Project Approvals and Applicable City Regulations any rule, regulation, policy, standard or specification that is within the Applicable City Regulations and Project Approvals as described in this Agreement shall not affect the applicability of such rule, regulation, policy, standard or specification.

ARTICLE 4 OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

Section 4.1 Developer Fees.

A. Impact Fees. City understands that the assurances given by City to Developer concerning Impact Fees set forth below are a material consideration for Developer agreeing to enter into this Agreement, to pay the Impact Fees set forth in this Agreement and the Existing Approvals, and to provide the public benefits as described in this Agreement. For the period commencing on the Effective Date and continuing until expiration of the Impact Fee Limitation Period (defined below), Developer shall pay when due all existing Impact Fees applicable to the Project in accordance with this Agreement in effect as of the Agreement Date at the lower of (i) the rates in effect as of the Agreement Date, including all existing fee escalation provisions in effect as of the Agreement Date, or (ii) the rates in effect when such existing Impact Fees are due and payable, and shall not be required to pay any escalations in such Impact Fees in excess of the fee escalation provisions in any Impact Fee in effect as of the Agreement Date or new Impact Fees enacted or established after the Agreement Date. As used herein, the term "**Impact Fee Limitation Period**" means the period commencing on the Agreement Date and expiring on expiration of the Initial Term. Following expiration of the Impact Fee Limitation Period, individual components and phases of the Project not yet undertaken (i.e., that have not established vested rights under common law or Applicable Law as a result of the type and amount of construction performed as of such expiration date), with no retroactive application to other portions of the Project that have been completed or are then under construction, shall be subject to all Impact Fees in effect at the time such fees are due and payable. Except as otherwise provided in this Section 4.1A above, Developer agrees to pay, as and when due, any and all existing, new, increased or modified Impact Fees, at the rates then in effect at the time Building Permits are issued on any or all portions of the Project, so long as any new fees or increases in existing fees from the amount existing as of the Agreement Date are uniformly applied by City to all substantially similar types of development projects and properties (e.g., all office projects, all multifamily residential projects, all retail projects, or all hotel projects) and are consistent with the provisions of applicable California law, including the provisions of Government Code Section 66000 *et seq*., and all applicable nexus and rough proportionality tests and other legal requirements. Developer retains all rights to protest an imposition, fee, dedication, reservation, or other exaction, as set forth in California Government Code Section 66020.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

B. Quimby Act Fees. The Project involves the subdivision of land resulting in 37 parcels, 23 of which (i.e. Lots 4, 5, 7, 8, 10 – 28) are for residential development, and thus is subject to the provisions of Government Code Section 66477 (the "**Quimby Act**"), as authorized and implemented pursuant to Menlo Park Municipal Code Section 15.16.020. As noted in Recital L.4. of this Agreement, one of the Existing Approvals includes the approval of the Parkline VTM. Accordingly, the dedication of land or the payment of fees ("**Rec-In-Lieu Fees**"), or a combination of both, for park and recreational purposes shall be required as a condition to the approval of the Parkline VTM; however, if the subdivision involves 50 parcels or less, as is the case with the Parkline VTM, then only the payment of Rec-In-Lieu Fees may be required. Therefore, the Parties desire to allow for a combination of the dedication of land and the payment of Rec-In-Lieu Fees by Developer to City as provided herein to satisfy the Project's obligations under the Quimby Act.

Attached to this Agreement as Exhibit H is a table labeled "**Quimby Act Fee & Credits**" which identifies the number of residential units authorized by the Existing Approvals for development on each parcel, the applicable Rec-In-Lieu Fee per residential unit, and the total amount of the Rec-In-Lieu Fee applicable to each parcel of land authorized by the Existing Approvals for residential development, as well as the value of credit to be applied for land dedication and/or grant of easement for open space purposes.

Developer shall be obligated to pay the Rec-In-Lieu Fee applicable to Lot 4 (R1), Lot 5 (R2), Lot 7 (R3), Lot 8 (TH2), and Lots 10 through 28 (TH1) as shown on Exhibit H upon the filing and recording of a final subdivision map (or maps, in the case of phased maps) for each of said parcels.

As a partial satisfaction against the obligation to pay the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2), concurrent with the filing and recording of a final subdivision map for Lot 4 (R1) and Lot 5 (R2), Developer shall execute and record in the official records of the Office of the San Mateo County Recorder (the "**Official Records**") (i) an Irrevocable Offer To Dedicate (the "**Offer of Dedication**") fee title to Lot 9 to the City, comprising approximately 2.65 acres of land for park and recreational purposes (the "**Public Park Parcel**"), subject to the terms of a Deferred Improvement Agreement ("**Deferred Improvement Agreement**"), related to the deferred demolition of site buildings and improvements, clearing and grading of the Church Property and the Public Park Parcel, both in a form and substance satisfactory to the City Attorney, as determined in her or his sole discretion, and (ii) a Privately Owned and Publicly Accessible Open Space Easement Agreement (the "**POPA Easement Agreement**"), substantially in the form attached hereto as Exhibit K, encumbering approximately 1.95 acres of land for park and open space purposes, as depicted in the Conceptual Open Space Plan – Phase 1, attached hereto as Exhibit I. The Parties acknowledge and agree that, in addition to other terms and conditions as may be required by the City Attorney, the Deferred Improvement Agreement shall provide that Developer's obligation thereunder shall be secured by appropriate performance and payment bonds and that Developer shall be required to commence demolition no later than January 1, 2029, and to complete the demolition work and rough grading thereof no later than one hundred and eighty (180) days after commencement.

Upon recording of the Offer of Dedication, Deferred Improvement Agreement, and POPA Easement Agreement in the Official Records, Developer shall be credited the amounts shown on Exhibit H against the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2). The Parties

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

acknowledge and agree that (i) the area comprising the Public Park Parcel shall be credited towards the amount of publicly accessible open space required of the Project pursuant to the Zoning Amendments applicable to the Property and (ii) that the credit of 1.95 acres pursuant to the POPA Easement Agreement against the Rec-In-Lieu Fees is being provided because that is the amount of area being provided by the Project in excess of publicly accessible open space required of the Project pursuant to the Zoning Amendments applicable to the Property.

Further, as an additional contribution to satisfy the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2), Developer shall pay to City the sum of Four Million Seven Hundred Thousand and 00/100 Dollars ($4,700,000.00) as follows:

(i) **Early Planning Contribution**: Concurrently with the earlier of (a) recordation of the first final subdivision map for the Project, or (b) submittal of the first architectural control plan application for any component of the Project, Developer shall pay to City One Hundred Thousand and 00/100 Dollars ($100,000.00) for City's use in conducting community outreach regarding the scope of park and recreational improvements to be designed and constructed on the Public Park Parcel.

(ii) **Design Contribution**: Provided that Developer has submitted a building permit application for the first Residential Component of the Project, Developer shall pay to City Six Hundred Thousand and 00/100 Dollars ($600,000.00) within thirty (30) days following written notice from the City that it has awarded a contract to a firm for the preparation of design and construction plans for the Public Park Parcel improvements, which such date shall be no earlier than January 1, 2027.

(iii) **Construction Contribution**: Provided that Developer has been issued a Building Permit for the first Residential Component of the Project by January 1, 2029, Developer shall pay to City Four Million and 00/100 Dollars ($4,000,000.00) upon the earlier of (a) issuance of any Building Permit for vertical construction (core and shell) of the first new non-residential building within the Project (excluding permits for repair, maintenance, or rehabilitation of Buildings P, S, or T), or (b) January 1, 2029. Notwithstanding the foregoing, if Developer has not been issued a building permit for the first residential component of the Project by January 1, 2029, then the $4,000,000.00 payment described in subsection (iii) shall not be due on that date, but shall instead become due and payable concurrently with the issuance of the first building permit for vertical construction of a Residential Component.

As a credit against the obligation to pay the Rec-In-Lieu Fee applicable to Lot 7 (R3), concurrent with the filing and recording of a final subdivision map for Lot 7 (R3), Developer shall (i) comply with the requirements of Section 5.1 C and (ii) execute and record in the Official Records an Affordable Housing Agreement And Declaration of Restrictive Covenants ("**Affordable Housing Covenant**") against Lot 7 (R3), in a form and substance consistent with the BMR Agreement, to require all residential units constructed thereon to be 60% AMI Units for a period no less than 55 years from the date of issuance of a Certificate of Occupancy for the residential units constructed thereon. Upon compliance with Section 5.1 C and recording of the Affordable Housing Covenant in the Official Records against Lot 7 (R3), City agrees to waive the Rec In-Lieu fee applicable to Lot 7 (R3).

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

The Rec-In-Lieu Fee applicable to Lot 8 (TH2) and Lots 10 through 28 (TH1) shall be due and payable prior to issuance of a Building Permit for the residential unit or units constructed thereon or as provided by Applicable Law.

Developer's Quimby Act obligations with respect to the Existing Approvals shall be fully satisfied upon compliance with the terms set forth in this Section. The City shall not unilaterally increase the Rec-In-Lieu Fees or reassess the credits set forth in Exhibit H for any parcel for which a final subdivision map has been recorded and Building Permits for a Residential Component in accordance with the Project Approvals have been issued, or where Rec-In-Lieu Fees have been satisfied, in accordance with this Agreement.

Notwithstanding the above, if the Parkline VTM is amended as part of a Subsequent Project Approval which results in additional parcels providing for residential development, said Subsequent Project Approval shall be subject to the Rec-In-Lieu Fee requirements in Menlo Park Municipal Code Section 15.16.020 and the Quimby Act. Exhibit H shall be modified, as needed, to reflect changes resulting from the amendment to the Parkline VTM. The modification to Exhibit H may be approved by the City Manager without an amendment to this Agreement, provided: (a) the Rec-In-Lieu Fee applicable to each additional residential unit is calculated in accordance with the then applicable rate adopted by the City in effect upon approval of the amendment to the Parkline VTM; and (b) the Rec-In-Lieu Fee is satisfied in accordance with the provisions of Menlo Park Municipal Code Section 15.16.020. In addition, if the size of the Public Park Parcel increases as a result of a Modified Project Approval, the credit for said dedication as reflected on Exhibit H shall be replaced with the product resulting from multiplying the acreage of the modified Public Park Parcel by Eleven Million Eight Hundred Thousand Dollars ($11,800,000.00) per acre.

C. Processing Fees. City may charge and Developer agrees to pay all Processing Fees that are in effect on a City-wide basis at the time applications are submitted for permits, approvals or entitlements.

D. Connection Fees. Developer shall pay connection fees assessed by utility providers and other agencies assessing such fees at the rates in effect from time to time.

E. Other Agency Fees. Nothing in this Agreement shall preclude City from collecting fees from Developer that are lawfully imposed on the Project by another agency having jurisdiction over the Project, which the City is required to collect pursuant to Applicable Law ("**Other Agency Fees**").

F. Reimbursements from Other Developers. To the extent that Developer provides any dedications or constructs public transportation facilities or infrastructure, the cost of which is in excess of Developer's "fair share" cost of such public transportation infrastructure improvements and such work is not eligible for fee credits or other reimbursement by the City, as provided above, then for a period of five (5) years following the City's acceptance of the public transportation infrastructure improvements constructed by Developer, the City shall use its good faith efforts to condition projects to be constructed by other parties benefiting from such transportation infrastructure to enter into infrastructure-item-specific reimbursement agreements for the portion of the cost of any dedications, public facilities and/or infrastructure the City may require the Developer to construct as conditions of the Project Approvals to the extent that they

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exceed the Project's "fair share." Where projects to be constructed by other parties have been conditioned to construct a portion of, or pay a fair share fee for, public improvements being constructed by Developer, then City shall use good faith efforts to cause such third-party developers to reimburse Developer for the applicable third-party developer's fair share of the improvement costs incurred by Developer, in an amount consistent with such third-party developer's prior approvals. **"Fair Share"** means a proportionate share of the total cost, burden, or obligation to construct, fund, or provide a transportation facility, improvement, or service, as determined based on a reasonable method of apportionment that accounts for the extent of project impacts generated, or demand created by the Project (or applicable portion thereof), such as trip generation, number of residential units or SF of non-residential uses, acreage or frontage, or similar factors. The provisions of this Paragraph shall only apply to Non-TIF Intersection Improvement required by Sections 13.5.2 and 13.5.3 of the Parkline CDP and Other Off-Site Improvements required by Section 13.6 of the Parkline CDP and shall not apply to the Project Frontage Improvements required by Section 13.1 of the Parkline CDP, TIF In Lieu Improvements required by Section 13.4 of the Parkline CDP, and Non-TIF Intersection Improvements required by Sections 13.5.1 and 13.5.4 of the Parkline CDP.

Section 4.2 CFDs.

A. Local CFD Policies and CFD Formation. City agrees to consider adopting a local policy pursuant to Government Code Section 53312.7 ("**Local CFD Policies**") to authorize the formation of Community Facilities Districts pursuant to the Mello-Roos Act (Government Code Section 53311 *et seq*.) ("**CFD**s") to serve residential and mixed use projects and the issuance of bonds to finance eligible public facilities. If Local CFD Policies are adopted and Developer files a petition requesting that City form a CFD to serve the Project, the Parties shall cooperate in good faith to establish a CFD to serve the Project. The boundaries of the CFD shall be coextensive with those of the Property, unless the Parties otherwise agree. Upon the filing of a petition by Developer pursuant to Government Code Section 53318(c), the City Council shall consider adoption of a resolution of intention to establish the CFD and, following adoption, City shall use good faith, diligent efforts, in compliance with Government Code Sections 53318 *et seq*., to establish and implement the CFD pursuant to the terms of this Agreement, including scheduling of necessary public hearings and adoption of a resolution of formation. Developer shall cooperate with City in the formation of the CFD including the timely submission of all petitions, waivers and consents.

B. CFD Facilities. Subject to caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth in subsections D and E below, the CFD shall finance the design and acquisition or construction of those facilities necessary for development of the Project, which may lawfully be financed under the Mello-Roos Act and other applicable law ("**CFD Facilities**").

C. Issuance of CFD Bonds. Upon successful formation of the CFD and approval of the Special Tax, and subject to the restrictions in this Subsection C and in Subsection D below, bonds shall be issued ("**CFD Bonds**"), the proceeds of which shall be used to finance the CFD Facilities, to the extent the CFD Facilities, or portion thereof, legally and feasibly may be financed utilizing this method of financing.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

D. Special Tax. The CFD shall be authorized to levy, and Developer shall approve (by affirmative vote or other legally acceptable method), a tax ("**Special Tax**") in accordance with the rate and method of apportionment of such Special Tax approved in the completed proceedings for the CFD. The Special Tax so set shall be in an amount such that, at the time the rate and method of apportionment of the Special Tax is approved, the estimated total annual taxes and assessments to be levied on each taxable parcel within the CFD district shall not exceed 2% of the parcel's projected assessed valuation based on a reasonable estimate of the sale price for the parcel and the residential or commercial unit to be constructed thereon, which estimated sale price has been approved by the City Manager or his or her designee in his or her reasonable discretion.

E. City's Reservation of Discretion. It is expressly acknowledged, understood and agreed by the Parties that notwithstanding any of the foregoing obligations set forth in this section, (i) City reserves full and complete discretion with respect to any adoption of Local CFD Policies and all legally required findings that must be made in connection with formation of a CFD, (ii) nothing in this Agreement is intended to or shall limit City's ability to adopt or refuse to adopt the Local CFD Policies or adopt legally required findings with respect to formation of the CFD, and (iii) nothing in this Agreement is intended to or shall prejudge or commit to City regarding the findings and determinations to be made with respect thereto.

F. Costs If No CFD Formed. In the event that City is unwilling to adopt the Local CFD Policies or is unable to make the legally required findings in connection with the formation of the CFD and the issuance of CFD Bonds for any reason, City shall not be liable for any resulting costs to Developer.

G. Developer's Consent. Subject to Developer filing a petition requesting that City form a CFD to serve the Project and City agreeing to adopt Local CFD Policies, and subject to caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth in subsections D and E above and Developer's approval of the rate and method of apportionment of the Special Tax, which approval shall not be unreasonably withheld, delayed or conditioned, Developer irrevocably consents to the formation of the CFD, the issuance of the CFD Bonds, the imposition of the Special Tax against the Property at rates and pursuant to a method of apportionment appropriate to fund the debt service on the CFD Bonds sold to finance the CFD Facilities, and agrees not to protest or object to formation of the CFD or levy of an appropriate Special Tax consistent herewith. Developer has agreed to the financing provisions set forth in this Section 4.3 and to perform the obligations hereunder, following Developer's filing of a petition pursuant to Government Code section 53318(c), in exchange for the consideration and benefits provided to Developer by City under this Agreement, including the vested right to develop the Property. Developer acknowledges and agrees that CFD Bonds shall not be issued to fund any on-site public improvements or any other infrastructure or fees other than the CFD Facilities, or portion thereof, which may lawfully be financed under the Mello-Roos Act and other applicable law.

H. Limited Liability of City. Notwithstanding any other provision of this Agreement, City shall not be liable for or obligated to pay any costs or expenses in connection with the CFD or the CFD Facilities except to the extent monies are available (from Advanced Costs, proceeds of CFD Bonds, or Special Taxes) and specifically authorized by law for payment of such costs or expenses.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Section 4.3 Public Infrastructure. City shall use good faith, diligent efforts to work with Developer to ensure that all public infrastructure required in connection with the Project is expeditiously reviewed and considered for acceptance by City on a phased basis as discrete components of the public infrastructure are completed. Developer may offer dedication of public infrastructure in phases, and City shall not unreasonably withhold, condition or delay acceptance of such phased dedications, or refuse phased releases of bonds or other security, so long as all other conditions for acceptance have been satisfied. Developer's obligation to construct the public improvements shall be set forth in one or more public improvement agreements to be entered into by the Parties on or before approval of final subdivision maps for the Project. Upon acceptance of the public improvements, or components thereof, City shall release to Developer any bonds or other security posted in connection with performance thereof, other than warranty period security, as more fully provided in the applicable improvement agreements between City and Developer. Except as specifically provided herein, Developer shall have no obligation to maintain the public infrastructure following City's acceptance thereof.

Section 4.4 City Responsibility for Public Park Improvements. Except as otherwise expressly set forth in this Agreement, including the Offer of Dedication and payment of funding contributions per Section 4.1 and payment of Park Maintenance Fee per Section 5.1F, the City shall be responsible, at its sole cost and expense, for all aspects of the planning, design, construction, and long-term operation and maintenance of the public park to be developed on the Public Park Parcel, and all funds contributed by Developer pursuant to Section 4.1 shall be accounted for by City in accordance with the requirements of Section 15.16.020 of the Menlo Park Municipal Code. Developer shall have no obligation or liability whatsoever for the design, construction, maintenance, operation, or repair of the park improvements, and shall have no responsibility for any delays, cost overruns, or modifications to the park design, programming, construction schedule, or implementation process undertaken by the City.

Notwithstanding the foregoing, Developer shall, upon request by the City, reasonably cooperate with City staff and consultants to facilitate coordination and interface between the park improvements and the Project infrastructure (such as grading transitions, utility connections, or circulation patterns); provided, however, that such cooperation shall not require Developer to incur any out-of-pocket costs or to assume responsibility for park design, permitting, or construction, except as otherwise expressly required by this Agreement.

Section 4.5 Prevailing Wage Requirements.

A. To the extent applicable, Developer shall comply with, and cause its contractors and subcontractors to comply with, all State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to "public works," including the payment of prevailing wages (collectively, "**Prevailing Wage Laws)**. Developer shall require the contractor(s) for any portion of the Improvements subject to Prevailing Wage Laws ("**Prevailing Wage Components**") to submit, upon request by City, certified copies of payroll records to City at the Property or at another location within City, and to maintain and make records available to City and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. Developer shall also include in each of its contractor agreements, a provision in form acceptable to City, obligating the contractor to require its contractors and/or subcontractors to comply with Prevailing Wage Laws in connection with the Prevailing Wage Components, and to

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

submit, upon request by City, certified copies of payroll records to City and to maintain and make such payroll records available to City and its designees for inspection and copying during regular business hours at the Property or at another location within the City.

B. Developer shall defend (with counsel reasonably acceptable to the City), indemnify, assume all responsibility for, and hold harmless City Parties from and against any and all present and future Claims arising out of or in any way connected with Developer's or its contractors' or subcontractors' obligations to comply with all Prevailing Wage Laws, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781.

C. Developer hereby waives and releases City Parties from any and all manner of Claims or other compensation whatsoever, in law or equity, of whatever kind or nature, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, now existing or which may in the future arise, including lost business opportunities or economic advantage, and special and consequential damages, arising out of, directly or indirectly, or in any way connected with Developer's obligation to comply with all Prevailing Wage Laws. Developer is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

INITIALS: DEVELOPER _____

As such relates to this 0, Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Section 4.6 Taxes and Assessments. Developer covenants and agrees to pay prior to delinquency all existing taxes and assessments and any and all new taxes or assessments that are adopted after the Agreement Date at the rates imposed by City from time to time, subject to the limitations in this Section 4.6. As of the Agreement Date, City is unaware of any pending efforts to initiate or consider applications for new or increased special taxes or assessments covering the Property, or any portion thereof. City shall retain the ability to initiate or process applications for the formation of new assessment districts or imposition of new taxes covering all or any portion of the Property. City may impose new taxes and assessments on the Property in accordance with the then applicable laws and this Agreement, but only if such taxes or assessments are adopted by or after Citywide voter approval, or approval by landowners subject to such taxes or assessments, and are imposed on other land and projects of the same category within the jurisdiction of City in a reasonably proportional manner as determined by City, and, as to assessments, only if the impact thereof does not fall disproportionately on the Property as compared to the benefits accruing to the Property as indicated in the engineers report for such assessment district. Nothing herein shall be

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

construed so as to limit Developer from exercising whatever rights it may otherwise have in connection with protesting or otherwise objecting to the imposition of taxes or assessments on the Property. In the event an assessment district is lawfully formed to provide funding for services, improvements, maintenance or facilities that are substantially the same as those services, improvements, maintenance or facilities being funded by the Impact Fees to be paid by Developer under the Project Approvals or this Agreement, such Impact Fees to be paid by Developer shall be subject to reduction/credit in an amount equal to developer's new or increased assessment under the assessment district.

ARTICLE 5 PARKLINE COMMUNITY BENEFITS

In consideration of the rights and benefits conferred by City to Developer under this Agreement, and to the extent Developer pursues subdividing the Property and construction of the Project, Developer shall perform and provide the obligations described in this Article 5. The Parties acknowledge and agree that some of the obligations described in this Article 5 exceed those dedications, conditions, and exactions that may be imposed under Applicable Law and would not otherwise be achievable without the express agreement of Developer.

Section 5.1 Community Benefits. This Agreement documents the requirements for and governs the delivery of all community benefits for the Project. Developer shall implement the community benefits set forth in this Section 5.1, (collectively, "**Parkline Community Benefits**") at the times and subject to the conditions set forth herein. Developer's failure to provide any of the Parkline Community Benefits as set forth in this Section 5.1 and by the times set forth herein and in Section 11.1 below following City's notice to Developer of such failure, shall be a Default.

A. Parkline Shuttle. In connection with the transportation demand management plan ("**TDM Plan**") required pursuant to the Parkline CDP, and as a condition thereof, Developer shall provide or cause to be provided a shuttle service to transport residents and other occupants at the Project to and from the Property and the Menlo Park Caltrain station (the "**Shuttle Service**"), commencing no later than issuance of a First Certificate of Occupancy for the first non-residential building ("**Shuttle Service Commencement**"), by either (i) funding the operation and maintenance of a separate and independent Shuttle Service for the Project ("**Parkline Shuttle**"), or (ii) paying to City annually the sum of Fifty Thousand and 00/100 Dollars ($50,000.00) ("**Optional Shuttle Fee**"), subject to an annual CPI Adjustment, exclusively towards the cost of City operated shuttles ("**City Shuttles**") that serve the Property, such as the Willow Road Shuttle and Menlo Park Midday. Developer shall provide written notice to the City of its initial election under this Section 5.1A no later than ninety (90) days prior to the anticipated date of issuance of the First Certificate of Occupancy for the first non-residential building. Developer may, on an annual basis, change its elected method of compliance under this Section (i.e., switch between Parkline Shuttle and Optional Shuttle Fee), by providing written notice to the City no less than sixty (60) days prior to the proposed effective date of the change. If Developer elects to pay the Optional Shuttle Fee for the upcoming year, the notice shall be accompanied with payment of the then applicable Optional Shuttle Fee, as adjusted by the annual CPI Adjustment.

If Developer elects to fund, operate and maintain a separate and independent Parkline Shuttle, it shall (i) use 100% electric vehicles, (ii) coordinate reasonable outreach with City on Parkline Shuttle routing, frequency, and design to avoid duplicating service or inefficiency with

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

transfers between the Parkline Shuttle and City Shuttles, and (iii) prepare an annual report on Parkline Shuttle ridership and other metrics such as timeliness of shuttle arrivals to facilitate City evaluation of the Parkline Shuttle which may, at Developer's election, be consolidated with any annual TDM plan monitoring and reporting requirements.

Regardless of whether Developer elects to fund, operate and maintain a separate an independent Parkline Shuttle or pay the Optional Shuttle Fee towards the City Shuttles, Developer shall:

(1) Coordinate with City to ensure that publicly operated buses (e.g., Willow Road Shuttle, Menlo Park Midday, commute.org, SamTrans) have access to the Property and are provided bus stops and signage at reasonable locations within the Project, to be approved by City, for public transit systems; and

(2) Participate in the City's shuttle study as a stakeholder.

Notwithstanding the expiration of the term of this Agreement, the Developer's obligation to provide or fund the Shuttle Service shall remain in effect for a period of twenty (20) years following the date of Shuttle Service Commencement (the **"Shuttle Service Term**"), and shall be enforceable as a condition of approval of the TDM or as an equitable servitude on the Property that shall run with the land. During the Shuttle Service Term, the Parties agree to engage in a good faith meet and confer process to evaluate whether Shuttle Service remains warranted based on ridership trends, service utilization, and overall TDM performance. The Parties may mutually agree to extend, modify, or discontinue the Shuttle Service obligations based on such evaluation.

Notwithstanding the foregoing, if at any time during the Shuttle Service Term, the City and Developer mutually determine, based on ridership data, utilization reports, overall TDM performance, or other relevant performance metrics, that the Shuttle Service is underutilized or no longer an effective transportation solution for the Project, the Parties may agree in writing to discontinue the Shuttle Service and instead redirect the Optional Shuttle Fee to fund other transportation-related programs or improvements that directly benefit residents or occupants of the Project. Such alternative uses may include but are not limited to: mobility-as-a-service subsidies, on-demand transit solutions, bicycle infrastructure, transit passes, or micromobility infrastructure serving the Project area. Any such changes may be approved by the City Manager as an Operating Memorandum.

B Publicly Accessible Event Area. As part of the non-residential components of the Project, Developer shall design and construct a publicly accessible open space area (the "**Event Area**") with a multi-use plaza, and with flexibility for the final location to be determined by Developer within the Property through Subsequent Approvals and in a manner compatible with adjacent land uses and phasing. Developer's obligation to construct and complete the Event Area shall arise upon issuance of the first Building Permit for a non-residential building in the Project, and shall be completed prior to the issuance of the First Certificate of Occupancy for such new non-residential building. The Event Area shall be privately owned and maintained by Developer, or an owner's association established by Developer, but shall be made publicly accessible through a Privately Owned and Publicly Accessible Open Space Use Agreement (the "**POPA Use Agreement**"), which shall be negotiated by the Parties and recorded prior to the issuance of the

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

First Certificate of Occupancy for such new non-residential building. Developer shall retain the right to establish reasonable rules and regulations governing public access and use, including but not limited to permitted hours, activities, noise limits, and temporary closures for maintenance, private events, or safety. Developer shall make the Event Area reasonably available from time to time for community programming or public events, such as farmers markets, food truck festivals, or movie nights. Additionally, the City shall have the right to use the Event Area for up to one (1) public event per calendar month, subject to:

- At least 30 days' prior written notice to Developer;
- Developer approval of event timing and logistics (not to be unreasonably withheld);
- City's compliance with Developer's applicable rules and regulations; and
- Execution of a short-form license or event agreement (as needed), including requirements for insurance, security, and waste management.

City shall be responsible for cleaning and repairing any damage caused by its events. Developer, or an owners' association to be formed by Developer, shall own, operate, maintain and repair the Event Area in good and workmanlike condition, and otherwise in accordance with all Applicable Laws and any Project Approvals, all at no cost to City. Developer shall otherwise be solely responsible for ongoing operation, maintenance, and repair of the Event Area in a manner consistent with other privately owned open spaces in the region, and at no cost to the City.

C. Affordable Housing Land Dedication. In connection with the recording of the first final subdivision map in accordance with the Parkline VTM, Developer shall dedicate an approximately 1.6 acre site, preliminarily identified as Lot 7 on the Parkline VTM and R3 on the Project Site Plan (the "**Affordable Housing Land**"), at no cost or expense, to a reputable non-profit affordable housing developer, to be selected by Developer in its sole discretion, provided that such entity demonstrates verifiable experience successfully developing, operating and maintaining affordable housing developments in the greater San Francisco Bay Area (the "**Affordable Housing Developer**"). The agreement between Developer and Affordable Housing Developer providing for the dedication of the Affordable Housing Land shall be subject to the terms of the BMR Agreement and shall commit Affordable Housing Developer to develop up to 154 affordable housing units thereon, subject to available funding. Further, said agreement shall require Affordable Housing Developer to submit plans to the City for an architectural control permit applicable to the Affordable Housing Land within twelve (12) months of the date of recording of the first final subdivision map noted above, to submit plans to secure Building Permits for construction of residential Improvements on the Affordable Housing Land within eighteen (18) months following the approval of the architectural control permit, and to diligently pursue available local, state and/or federal funding and/or tax credit financing (the "**Affordable Housing Financing**") as may be necessary to finance the construction of affordable units on the Affordable Housing Land. The Parties acknowledge and agree that the timing of construction commencement for the residential improvements on the Affordable Housing Land will be contingent on the Affordable Housing Developer securing sufficient Affordable Housing Financing, which is outside the control of the Developer and the Affordable Housing Developer. As such, the failure to obtain financing or begin construction within a defined period shall not constitute a breach of

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

this Agreement, provided the Affordable Housing Developer has complied with the requirements above and is continuously making good faith efforts to secure the required financing and approvals.

D. Emergency Water Reservoir. The Project EIR included an evaluation of the construction of an 2-3 million gallon underground emergency water reservoir (the "**Emergency Water Reservoir**") beneath the Public Park Parcel, which is subject to the Offer of Dedication for park and recreational purposes as described in Section 4.1.B. Developer acknowledges and agrees that the terms of the dedication of the Public Park Parcel to the City pursuant to the Offer of Dedication shall not contain any restraint or limitation on the ability of City to design, construct, install, operate, maintain, repair, rehabilitate, or replace the Emergency Water Reservoir within the Public Park Parcel, as City may decide as fee owner of the Public Park Parcel upon City acceptance of the Offer of Dedication. City agrees to coordinate with Developer in good faith regarding the timing and logistics of any future construction of the Emergency Water Reservoir, including the review of design plans, construction means and methods, and the proposed phasing of improvements; the foregoing notwithstanding, City shall retain full authority, control and sole discretion regarding the design plans, construction means and methods, and phasing of improvements related to the Emergency Park Reservoir. The City shall be required to comply with applicable mitigation measures from the Project EIR as they relate to construction and operation of the Emergency Water Reservoir. The Parties further agree that temporary unavailability or excavation of the Public Park Parcel to facilitate the Emergency Water Reservoir shall not reduce or eliminate the Developer's entitlement to a credit against the Rec-In-Lieu Fee under this Agreement.

E. Transportation Fee; Transportation Collaboration. Prior to the issuance of a Building Permit for the construction of the first non-residential building of the Project, excepting the commercial amenity building, Developer shall pay to City the sum of Two Million and 00/100 Dollars ($2,0000,000.00) (the "**Transportation Fee**"). The Transportation Fee shall be used by City for transportation related improvements located within a ½ mile perimeter of the Property, as determined by City in its sole discretion. Further, separate and apart from any legal obligation set forth in the Project Approvals, Developer agrees to reasonably collaborate in good faith with City as a stakeholder in broader traffic mitigation strategy discussions aimed at reducing single-occupancy vehicle trips within the vicinity of the City's downtown area and in the vicinity of the Property. Such collaboration shall be limited to participation in meetings, workshops, or planning activities coordinated by the City or its consultants and the sharing of information reasonably available to Developer. Nothing in this paragraph shall obligate Developer to incur any out-of-pocket costs (excepting such costs as may be incurred to meaningfully participate in the aforementioned collaborative efforts), undertake any mitigation measures beyond those already required under the Project Approvals, or commit to any additional improvements, financial contributions, or operational obligations unless separately agreed to in writing by Developer in its sole discretion.

F. Park Maintenance Fee. Concurrent with the recording of the final subdivision map creating the Public Park Parcel, Developer and City shall enter into an agreement (the "**Park Maintenance Agreement**"), memorializing Developer's obligation to reimburse the City for the costs of maintenance and repair of the public park to be constructed on the Public Park Parcel, in the amount of Seventy Thousand Dollars ($70,000.00) per calendar year (the "**Park Maintenance Fee**"), subject to an annual CPI adjustment. The term of the Park Maintenance Agreement shall be

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

for a period of twenty (20) years following the date of the Park Opening. The Park Maintenance Fee shall be paid on an annual basis and such payment shall be due and payable thirty (30) days prior to the annual anniversary of the Park Opening. For purposes of this Section 5.1F, "**Park Opening**" shall mean either (i) July 1st of the year in which the public park is completed and opened to the public if within the months of January through June, or (ii) January 1 of the year following in which the public park is completed and opened to the public if within the months of July through December. In the event the size of the Public Park Parcel increases as a result of a Modified Project Approval, the Park Maintenance Fee shall be increased by multiplying said Park Maintenance Fee by the quotient arrived at by dividing the size of the modified Public Park Parcel, as reflected in square feet, by 115,434 square feet, the size of Lot 9 of the Parkline VTM.

G. Publicly Accessible Restroom. Prior to the issuance of the First Certificate of Occupancy for Parking Garage PG-1 ("**PG-1**"), Developer shall design and construct, at its sole cost, a public restroom facility (the "**Public Restroom**") within PG-1, as generally depicted on Exhibit G, in a location to be determined by Developer in its sole discretion, in consultation with City staff. Developer may change the initial location of the Public Restroom or relocate the Public Restroom to another publicly accessible location within a non-residential building provided that the alternative location is within reasonable walking distance of the Public Park Parcel (i.e., is proximate to the Public Park Parcel), subject to the prior written consent of the City, which shall not be unreasonably withheld, conditioned, or delayed. Any such relocation shall not require an amendment to this Agreement, but shall be documented in an Operating Memorandum and shown on an updated site plan. Prior to the issuance of the First Certificate of Occupancy for PG-1, as shown on Exhibit G, Developer shall grant to City a non-exclusive public access and use easement, in a commercially reasonable form (the "**Public Restroom Access Easement**"), for the purpose of providing the general public with rights of access to and use of the Public Restroom, subject to Developer's reasonable rules and regulations. The Public Restroom Access Easement shall be for the benefit of the City and the general public as an easement in gross, and it is a covenant that shall run with the land. The Public Restroom shall be designed and constructed in conformance with the Project Approvals applicable to the Public Restroom, inclusive of all accessibility standards under state and federal law, and shall contain no less than two single-occupancy all-gender, ADA accessible restrooms with a toilet, toilet paper dispenser, sink, wash basin, soap dispenser, paper towel dispenser and/or hand dryer, mirror, other restroom amenities customarily provided within other public restrooms in the City, and gender neutral ADA bathroom signage. The Public Restroom Access Easement shall permit public entry into and use of the amenities provided within the Public Restroom, and Developer shall be responsible to unlock the Public Restroom no later than 8:00 am in the morning every day and to lock and secure the Public Restroom no earlier than 30 minutes after dusk every day. Developer shall be responsible for the maintenance, repair and replacement, at its sole cost and expense, of the facilities and improvements comprising the Public Restroom, which Developer shall keep in a good, safe and usable condition, in good repair, and shall provide for janitorial maintenance of the facilities and improvements comprising the Public Restroom no less frequently than once every day, subject to temporary closures for maintenance, safety, or vandalism response. Developer may implement such security, lighting, signage, and other measures as it deems appropriate. In no event shall the City have any responsibility for the maintenance, repair or replacement of the Public Restroom. The Public Restroom Access Easement shall provide Developer with the right to change the location of the Public Restroom or relocate the Public Restroom to another publicly accessible location within a non-residential

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

building provided that the alternative location is within reasonable walking distance of the Public Park Parcel as agreed to by City.

H. Recycled Water Facilities. In connection with the design and construction of the internal loop road system serving the Project, Developer shall design, install and construct recycled water piping and infrastructure within said internal loop road system (the "**Recycled Water Facilities**"), subject to the review and approval of the West Bay Sanitary District, which approval shall be provided to the City for its records, which shall have three points of connection along Laurel Street, Middlefield Road, and Burgess Drive. Further, Developer shall grant to West Bay Sanitary District a commercially reasonable form of public utility easement (the "**Recycled Water Easement**") on, over and across the alignment of the Recycled Water Facilities for the purpose of providing West Bay Sanitary District with rights to use, operate, maintain, repair, and replace the Recycled Water Facilities, at their sole cost and expense. The terms of the Recycled Water Easement shall provide Developer with the ability to cause West Bay Sanitary District to relocate the alignment of the Recycled Water Facilities within the Recycled Water Easement, provided such work is undertaken at Developer's sole cost and expense, West Bay Sanitary District and City are afforded the right to review and approve plans and specifications related to such relocation activities, and Developer provides West Bay Sanitary District with a replacement easement for the relocated Recycled Water Facilities. Developer shall not be required to construct any off-site recycled water infrastructure apart from connecting the Recycled Water Facilities to recycled water infrastructure delivered by West Bay Sanitary District when it becomes available. West Bay Sanitary District and/or City shall be solely responsible for establishing any utility connections to the two stubbed points of connection provided at Laurel Street and Burgess Drive.

I. Non-Diesel Backup Generators. The Parties acknowledge that while the Project will be developed as an all-electric campus with all-electric residential units and all-electric non-residential buildings, certain portions of the Project will require, and the Project Approvals will allow, the utilization of diesel backup generators in the event of a power outage. Nevertheless, Developer agrees to utilize non-diesel backup generators, if and when a reliable technology becomes available that can achieve the Project electrical load requirements and work with the electrical and mechanical infrastructure/service of the Project without redesign, and provided the cost to procure and operate such new generators is no more than 5% above the cost to procure and operate a traditional diesel backup generator. Developer's obligation to utilize non-diesel backup generators under this paragraph shall arise only when backup generators are being procured in the first instance or at the end of a given generator's useful life; Developer shall not be required to replace or retrofit any previously procured or installed diesel generators solely due to the subsequent availability of a qualifying non-diesel alternative, unless such replacement is otherwise required at the end of the generator's useful life. "Reliable," for purposes of this paragraph, means that the generator technology has been commercially available and in use in comparable-scale developments for backup power, including for critical or life safety systems, for a reasonable period of time (not less than three (3) years) sufficient to evaluate the efficacy of such technology; and is capable of providing uninterrupted backup power to meet the Project's full emergency load profile for the required minimum duration (based on code or operational needs), with performance equivalent to or better than a conventional diesel generator in terms of startup response time, runtime reliability, and service availability.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

J. Union Labor. Developer agrees to utilize, and shall cause its contractors and subcontractors to utilize, commercially reasonable efforts to utilize union-affiliated labor in connection with the development and construction of all vertical (core and shell) components of the non-residential Improvements within the Project when economically and practically feasible. Further, with respect to the development and construction of the Residential Components of the Project, Developer agrees to encourage its contractors and subcontractors to utilize union labor in connection therewith when economically and practically feasible. For purposes of this Section 5.1J, "commercially reasonable efforts" shall include outreach to union-affiliated contractors and labor organizations reasonably expected to perform the relevant work, and providing such entities a fair opportunity to submit proposals. Developer may demonstrate such efforts through documentation of communications, distribution of bid materials, or other reasonable means. No minimum number of bids or specific advertising requirements shall be required to satisfy this obligation.

Section 5.2 Sales Tax Point of Sale Designation. Developer shall use commercially reasonable efforts to the extent allowed by Applicable Law to require all persons and entities providing bulk lumber, concrete, structural steel, and pre-fabricated building components, such as roof trusses, to be used in connection with the initial construction and development of, or incorporated into, the Project, to (a) obtain a use tax direct payment permit; (b) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars ($5,000,000) or more; or (c) otherwise designate the Property as the place of use of material used in the initial construction of the Project in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool. Developer shall instruct each of its subcontractors to cooperate with City to ensure the full local sales/use tax is allocated to City. To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City, Developer shall provide City with an annual spreadsheet, which includes a list of all subcontractors with contracts in excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts. City may use said spreadsheet to contact each subcontractor who may qualify for local allocation of use taxes to the City.

Section 5.3 PILOT. Concurrent with and immediately following the execution and recording of each final subdivision map for the Project, City and Developer shall execute and record a Payment In Lieu of Taxes Agreement ("**PILOT Agreement**"), substantially in the form attached hereto as Exhibit L, against the parcels identified in the Parkline VTM, excepting (i) Lot 7 (R3), provided the Affordable Housing Covenant required by Section 4.1.B is recorded against and encumbers said parcel, and (ii) the parcels comprising the Building P, S or T Property (or any lesser number of such parcels if SRI owns fewer than all such parcels or occupies fewer than all such buildings), so long as SRI is the sole owner of said parcels and occupant of the buildings located thereon at the time of recording of a final map. In the event Developer seeks and obtains a Modified Project Approval related to all or a portion of the parcels comprising the Building P, S or T Property, City and Developer shall execute and record a PILOT Agreement in connection with the recording of a final map related to the Building P, S or T Property pursuant to a modified Parkline VTM.

The PILOT Agreement shall require that if any Improvements constructed on the parcel subject to the PILOT Agreement are owned or leased by an entity which qualifies the Property or any portion thereof for an exemption from the imposition of real property taxes pursuant to

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

California Constitution Article XIII, §§ 3, 4 or 5, or provisions of the California Revenue and Taxation Code, or any successor provision, or any other exemption from the payment of real or personal property taxes of any nature (the "**Exemptions**"), except to the extent (i) precluded by Section 214.06 of the California Revenue and Taxation Code or Applicable Law, (ii) the Improvements comprise up to 227,000 SF of new non-residential space subject to a fully executed lease agreement between Developer and SRI or an SRI Affiliate, to be provided to City, and SRI or an SRI Affiliate thereafter secures an Exemption, or (iii) the Exemption is granted in accordance with Section 218 of the California Revenue and Taxation Code, then Developer shall pay annually to the City a payment in lieu of taxes in an amount equal to the portion of the real and personal property tax levy the City would have received but for the Exemptions based on the assessed value of said tax exempt property as determined by the San Mateo County Assessor's Office and as increased annually by the amount permitted under the provisions of Article XIIIA, Section 2, of the California Constitution. The amount of the PILOT shall be determined by the City in consultation with the San Mateo County Assessor's Office. If Developer disputes the City's determination, Developer may request administrative review but must pay the full invoiced amount pending resolution. The PILOT Agreement shall run with the land.

ARTICLE 6 ANNUAL REVIEW

Section 6.1 Periodic Review.

A. As required by California Government Code Section 65865.1 and the Development Agreement Regulations, City and Developer shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12) months to determine good faith compliance with this Agreement. Specifically, City's annual review shall be conducted for the purposes of determining good faith compliance by Developer with its obligations under this Agreement.

B. The annual review shall be conducted as provided in the Development Agreement Law and City's Development Agreement Regulations as follows:

(1) The Director of Community Development shall provide Developer notice of an annual review hearing before the Planning Commission, which shall be scheduled at least thirty (30) days after the date of the notice. The notice shall, to the extent required by law, include a statement that any review may result in amendment or termination of this Agreement. At said hearing, Developer must demonstrate, and shall bear the burden of proof of, good faith compliance with the terms of this Agreement. The Planning Commission shall determine upon the basis of substantial evidence whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the Planning Commission may be appealed to the City Council.

(2) If the Planning Commission (if its finding is not appealed) or City Council finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to Developer describing: (a) such failure and that such failure constitutes a Default; (b) the actions, if any, required by Developer to cure such Default; and (c) the time period within which such Default must be cured. If the Default can be cured, Developer shall have a minimum of thirty (30) days after the date of such notice to cure

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

such Default, or in the event that such Default cannot be cured within such thirty (30) day period, if Developer shall commence within such thirty (30) day time period the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default, Developer shall have such additional time period as may be required by Developer within which to cure such Default.

(3) If Developer fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.

C. If, upon a finding under Section 6.1B of this Agreement and the expiration of the cure period specified in Section 6.1B without Developer having cured a Default, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Developer of its intention so to do. The notice shall be given at least fifteen (15) days before the scheduled hearing and shall contain:

(1) The time and place of the hearing before the City Council;

(2) A statement that City proposes to amend or terminate the Agreement;

(3) Such other information as is reasonably necessary to inform Developer of the nature of the proceeding.

D. At the time and place set for the hearing on amendment or termination, Developer shall be given an opportunity to be heard, and Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement without providing Notice of Default and opportunity to cure pursuant to Article 11 or, rather than terminate, amend this Agreement in accordance with the Development Agreement Statute and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

E. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

F. If, after an annual review, City finds Developer has complied in good faith with this Agreement, City, promptly following Developer's request, shall issue to Developer a letter of compliance certifying that Developer has so complied through the period of the applicable annual review.

G. If a Transferee or Mortgagee becomes the "Developer" subject to this Agreement as to a portion of the Property, annual review shall be conducted separately, but concurrently, with respect to each such Developer, and determinations as to compliance with this Agreement shall be made separately. If City takes action against one such Developer for noncompliance, such action shall apply only as to the Developer involved and the portions of the

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Property in which such Developer has an interest, and shall not affect other Developers unless they or their portions of the Property are involved in the noncompliance.

ARTICLE 7 MORTGAGEE PROTECTION

Section 7.1 Mortgagee Protection. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property ("**Mortgage**"). This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording the Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 7.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of the Project, or any portion thereof, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with the Project Approvals and this Agreement nor to construct any improvements thereon or institute any uses other than those uses and improvements provided for or authorized by this Agreement and the Project Approvals.

Section 7.3 Notice of Default to Mortgagee; Right to Cure. With respect to any Mortgage granted by Developer as provided herein, so long as any such Mortgage shall remain unsatisfied of record and Mortgagee has provided City with written notice requesting that City send Mortgagee notices of Default and specifying the address for service thereof, the following provisions shall apply:

A. City, upon serving Developer any notice of Default, shall also serve a copy of such notice upon any Mortgagee at the address provided to City, and no notice by City to Developer hereunder shall affect any rights of a Mortgagee unless and until a copy thereof has been so served on such Mortgagee; provided, however, that failure so to deliver any such notice shall in no way affect the validity of the notice sent to Developer as between Developer and City.

B. In the event of a Default by Developer, any Mortgagee shall have the right to remedy, or cause to be remedied, such Default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 7.3A above, or (ii) the expiration of the period provided herein for Developer to remedy or cure such Default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Developer; provided, however, that (a) if such Default is not capable of being cured within the timeframes set forth in this Section 7.3B and Mortgagee commences to cure the Default within such timeframes, then Mortgagee shall have such additional time as is required to cure the Default so long as Mortgagee diligently prosecutes the cure to completion and (b) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

C. Any notice or other communication which City shall desire or is required to give to or serve upon the Mortgagee shall be in writing and shall be served in the manner set forth in Section 12.5, addressed to the Mortgagee at the address provided by Mortgagee to City. Any notice or other communication which Mortgagee shall give to or serve upon City shall be deemed to have been duly given or served if sent in the manner and at City's address as set forth in Section 12.5, or at such other address as shall be designated by City by notice in writing given to the Mortgagee in like manner.

Section 7.4 No Supersedure. Nothing in this Article 7 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 7 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 7.3.

Section 7.5 Technical Amendments to this Article 7. City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the Project on the Property or any refinancing thereof and to otherwise cooperate in good faith, at Developer's expense, to facilitate Developer's negotiations with lenders.

ARTICLE 8 AMENDMENT OF AGREEMENT AND EXISTING APPROVALS

Section 8.1 Amendment of Agreement By Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto or their successors-in-interest or assigns, and then only in the manner provided for in the Development Agreement Statute and Development Agreement Regulations.

Section 8.2 Insubstantial Amendments to Agreement. Any amendment to this Agreement which, in the context of the overall Project contemplated by this Agreement, does not substantially affect (i) the Term of this Agreement; (ii) permitted uses of the Property; (iii) Public Benefits, including without limitation provisions for the reservation or dedication of land; (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions; (v) the density or intensity of use of the Property or the maximum height or size of proposed buildings; (vi) monetary contributions by Developer; (vii) the nature, timing of delivery, or scope of Improvements required by the Existing Approvals or Subsequent Project Approvals; or (viii) the Parkline Phasing Plan, or which constitutes a technical amendment under Section 7.5, shall be deemed an "**Insubstantial Amendment**" and shall not, except to the extent otherwise required by law or this Agreement, require notice or public hearing before the parties may execute an amendment hereto. The City Manager shall have the authority to determine whether a proposed amendment to this Agreement qualifies as an Insubstantial Amendment and to execute an Insubstantial Amendment or, in his or her discretion, seek approval of an Insubstantial Amendment by City resolution.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Section 8.3 Requirement for Writing. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the Parties or their successors. A copy of any change, including changes addressed by Operating Memoranda, Insubstantial Amendments, or Administrative Amendments, shall be provided to the City Council within thirty (30) days of its execution.

Section 8.4 Amendments to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute as those provisions existed as of the Agreement Date. No amendment or addition to those provisions that would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by the California State Legislature or is mandated by a court of competent jurisdiction. In the event of the application of such a change in law, the Parties shall meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with such new law or regulation. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected by same unless the Parties mutually agree in writing to amend this Agreement to permit such applicability. Developer and/or City shall have the right to challenge any new law or regulation preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Section 8.5 Amendments to Project Approvals. Project Approvals (except for this Agreement, the amendment process for which is set forth in Section 8.1 through 8.3) may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer at its sole discretion. All amendments to the Project Approvals shall automatically become part of the Project Approvals. The permitted uses of the Property or portion thereof, the maximum density and/or number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development as set forth in all such amendments shall be automatically vested pursuant to this Agreement, without requiring an amendment to this Agreement. Amendments to the Project Approvals shall be governed by the Project Approvals and the Applicable Law. City shall not request, process or consent to any amendment to the Project Approvals that would affect the Property or the Project, or applicable portion thereof, without Developer's prior written consent. For the avoidance of doubt, amended or modified Project Approvals that are substantially consistent with a Modified Project Approval shall not require an amendment to this Agreement.

Section 8.6 Administrative Amendments of Project Approvals. Upon the request of Developer for an amendment or modification of any Project Approvals (except for this Agreement the amendment process for which is set forth in Section 8.1 through 8.3), the City Manager or his/her designee shall determine: (a) whether the requested amendment or modification is minor

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

when considered in light of the Project as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Agreement and the Applicable Law and may be processed administratively. If the City Manager or his/her designee finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Agreement and the Applicable Law, then the amendment or modification shall be determined to be an "**Administrative Amendment**," and the City Manager or his/her designee may approve the Administrative Amendment, without public notice or a public hearing. Without limiting the generality of the foregoing, lot line adjustments, minor reductions in the density, intensity, scale, or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, variations in the location of structures that do not substantially alter the design concepts of the Project, substitution of comparable landscaping for any landscaping shown on any development plan or landscape plan, variations in the location or installation of utilities and other infrastructure connections and facilities that do not substantially alter design concepts of the Project, and minor adjustments to a subdivision map or the Property legal description shall be deemed to be minor amendments or modifications. Any request of Developer for an amendment or modification to a Project Approval that is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 8.7 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer and development of the Property hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the Term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, City and Developer may effectuate such clarifications through operating memoranda ("**Operating Memoranda**") approved by City and Developer, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such Operating Memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section 8.7 or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section 8.1 or Section 8.2 above. The City Manager shall be authorized to execute any Operating Memoranda hereunder on behalf of City.

Section 8.8 CEQA. In connection with its consideration and approval of the Existing Approvals, the City has prepared and certified the Project EIR, which evaluates the environmental effects of the Project, and has imposed all feasible mitigation measures to reduce the significant environmental effects of the Project. The Parties acknowledge that certain Subsequent Project Approvals may legally require additional analysis under CEQA. Nothing contained in this Agreement is intended to prevent or limit the City from complying with CEQA. In acting on Subsequent Project Approvals, City will rely on the Project EIR to the fullest extent permissible by CEQA as determined by City in its reasonable discretion. In the event supplemental or additional review is required for a Subsequent Project Approval, City shall limit such supplemental or additional review to the scope of analysis mandated by CEQA and shall not impose new mitigation measures except as legally required, all as determined by the City as the lead agency under CEQA in its reasonable discretion.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

ARTICLE 9 COOPERATION AND IMPLEMENTATION

Section 9.1 Subsequent Project Approvals. Certain subsequent land use approvals, entitlements, and permits other than the Existing Approvals, such as and including the Modified Project Approvals, will be necessary or desirable for implementation of the Project ("**Subsequent Project Approvals**"). The Subsequent Project Approvals may include, without limitation, the following: amendments of the Existing Approvals, Modified Project Approvals, grading permits, Building Permits, sewer and water connection permits, Certificates of Occupancy, Temporary Certificates of Occupancy, lot line adjustments, site plans, development plans, land use plans, building plans and specifications, final maps, parcel maps and/or subdivision maps, conditional use permits, variances, architectural control plans, demolition permits, improvement agreements, encroachment permits, and any amendments to, or repealing of, any of the foregoing.

Section 9.2 Scope of Review of Subsequent Project Approvals. City reserves discretion to impose appropriate Exactions in connection with issuance of Subsequent Project Approvals, provided that in exercising its discretion in connection with consideration of Subsequent Project Approvals, City agrees that City shall not revisit the fundamental policy decisions reflected by the Existing Approvals or impose any Exactions that would conflict with this Agreement, Applicable Law, Applicable City Regulations, or the Existing Approvals as set forth in Section 3.1 herein, unless expressly permitted by Sections 4.1.A-D or 9.8, or conflict with the Modified Project Approval Conditions. At such time as any Subsequent Project Approval applicable to the Property is approved by City, then such Subsequent Project Approval shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be treated as a "Project Approval" under this Agreement.

Section 9.3 Processing Applications for Subsequent Project Approvals.

A. Developer acknowledges that City cannot begin processing applications for Subsequent Project Approvals until Developer submits complete applications on a timely basis. Developer shall use diligent good faith efforts to (i) provide to City in a timely manner and in the manner required under Applicable Law any and all Processing Fees, documents, materials, applications, plans, and other information reasonably necessary for City to carry out its review and processing obligations; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner and in the manner required under Applicable Law all such documents, applications, plans, information, and other materials required under Applicable Law.

B. Upon submission by Developer of all appropriate applications and Processing Fees for any Subsequent Project Approval, City shall accept, review, and use reasonable efforts to expeditiously process Developer's applications and requests for Subsequent Project Approvals in connection with the Project in good faith and in a manner that complies with and is consistent with Applicable Law, the Project Approvals and this Agreement, including the Modified Project Approval Conditions. The City shall approve any application or request for any Subsequent Project Approval that substantially complies with and is consistent with the Project Approvals. The Parties shall cooperate with each other and shall use diligent, good faith efforts to cause the expeditious review, processing, and action on the Subsequent Project Approvals. City shall, to the full extent allowed by Applicable Law, promptly and diligently, subject to City ordinances, policies and procedures regarding hiring and contracting, commence and complete all steps necessary to act

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

on Developer's currently pending Subsequent Project Approval applications including: (i) providing at Developer's expense and subject to Developer's request and prior approval, reasonable overtime staff assistance, additional staff and/or staff consultants for processing of Subsequent Project Approval applications as may be necessary to meet Developer's reasonable schedule considerations; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such pending Subsequent Project Approval application.

C. Any request for a Modified Project Approval which involves discretionary approvals that are necessary to accommodate an increase in the number of housing units provided, subject to and satisfying the Modified Project Approval Conditions and in compliance with the City's existing inclusionary housing requirements in effect as of the Effective Date, will be entitled to a streamlined review and approval process requiring City to (1) use best efforts to expeditiously process any necessary entitlement approvals (e.g., an amended CDP, an amended VTM) within twelve (12) months of a substantially complete application being submitted, and (2) restrict the number of public hearings that can be held regarding the application to a maximum of five.

Section 9.4 Other Agency Subsequent Project Approvals; Authority of City. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Nevertheless, City shall be bound by, and shall abide by, its covenants and obligations under this Agreement in all respects when dealing with any such agency regarding the Property. City shall cooperate with Developer, at Developer's expense, to the extent appropriate and as permitted by law, in Developer's efforts to obtain, as may be required, Other Agency Subsequent Project Approvals. Nothing in this Section 9.4 shall relieve Developer of its obligation to comply with the Project Approvals, notwithstanding any conflict between the Other Agency Subsequent Project Approvals and the Project Approvals.

Section 9.5 Implementation of Necessary Mitigation Measures. Developer shall, at its sole cost and expense, comply with the Project MMRP requirements as applicable to the Property and Project.

Section 9.6 Cooperation in the Event of Legal Challenge.

A. The filing of any third-party lawsuit(s) against City or Developer relating to this Agreement, the Project Approvals or construction of the Project shall not delay or stop the development, processing or construction of the Project or approval of any Subsequent Project Approvals, unless a court order prevents the activity. City shall not stipulate to or cooperate in the issuance of any such order.

B. City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement or the Project Approvals ("**Litigation Challenge**"), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent Developer desires to contest or defend such Litigation Challenge, (i) Developer shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice; (ii) City may, in its sole discretion, elect to be

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

separately represented by the legal counsel of its choice, selected after consultation with Developer, in any action or proceeding, with the reasonable costs of such representation to be paid by Developer; (iii) Developer shall reimburse City, within forty-five (45) days following City's written demand therefor, which may be made from time to time during the course of such litigation, all reasonable costs incurred by City in connection with the Litigation Challenge, including City's reasonable administrative, legal, and court costs and City Attorney oversight expenses; and (iv) Developer shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys' fees or cost awards, including attorneys' fees awarded under Code of Civil Procedure Section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation. Upon request by Developer, City shall enter into a joint defense agreement in a form reasonably acceptable to the City Attorney to facilitate the sharing of materials and strategies related to the defense of such Litigation Challenge without waiver of attorney client privilege. Any proposed settlement of a Litigation Challenge by a Party shall be subject to the approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, that Developer may settle such Litigation Challenge without consent of the City if the settlement does not require any changes to any Project Approvals or action by the City. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City in accordance with Applicable Law, and City reserves its full legislative discretion with respect thereto. If Developer opts not to contest or defend such Litigation Challenge, City shall have no obligation to do so, but shall have the right to do so at its own expense.

Section 9.7 Revision to Project. In the event of a court order issued as a result of a successful Litigation Challenge, City shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Project Approvals and avoid or minimize to the greatest extent possible (i) any impact to the development of the Project as provided for in, and contemplated by, the Project Approvals, or (ii) any conflict with the Project Approvals or frustration of the intent or purpose of the Project Approvals.

Section 9.8 State, Federal or Case Law. Where any state, federal or case law allows City to exercise any discretion or take any act with respect to that law, City shall, in an expeditious and timely manner, at the earliest possible time, (i) exercise its discretion in such a way as to be consistent with, and carry out the terms of, this Agreement, and (ii) take such other actions as may be necessary to carry out in good faith the terms of this Agreement.

Section 9.9 Defense of Agreement. City, at Developers' expense, shall take all actions that are necessary or advisable to uphold the validity and enforceability of this Agreement. If this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by Applicable Law. In the event of a Litigation Challenge or filing of a referendum challenging the Project Approvals or this Agreement that is required by law to be placed on a ballot, Developer may terminate this Agreement, effective immediately upon giving notice of intent to terminate, and abandon the Project and, following such termination, Developer shall have no further obligation to pay for the costs of defense of this Agreement other than incurred by the City prior to the date of the notice of intent to terminate and thereafter incurred in seeking to have any such Litigation Challenge dismissed as moot.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

ARTICLE 10 TRANSFER AND ASSIGNMENT

Section 10.1 Transfers and Assignments.

A. Developer shall have the right to sell, assign, transfer, or otherwise convey all of its right, title and interest in and to all or any portion of the Property without the consent of City; provided, however, in no event, subject to the exceptions identified in subsection 10.1 B. below, shall the rights, duties and obligations conferred or imposed upon Developer pursuant to this Agreement be at any time so transferred ("**Transfer**") except through a transfer of the Property or applicable portion thereof, and no such Transfer of Developer's rights, duties and obligations under this Agreement shall be made prior to substantial completion of the Project or completed portion of the Project to be conveyed, without the prior written consent of City Manager, which consent City Manager shall not unreasonably withhold, condition or delay. In the event of a transfer of a portion of the Property, the applicable Developer shall have the right to request that the City Manager reasonably consent to a Transfer of its rights, duties and obligations under this Agreement that are applicable to the transferred portion of the Property, and retain all rights, duties and obligations applicable to the portions of the Property that Developer will retain. Upon Developer's request, City, at Developer's expense, shall cooperate with Developer and any proposed transferee to allocate rights, duties and obligations under this Agreement and the Project Approvals between the transferred Property and the retained Property pursuant to an assignment and assumption agreement ("**Assignment and Assumption Agreement**") substantially in the form attached hereto as Exhibit J.

B. Consent shall not be required for (i) Transfers to Developer's Affiliates, (ii) pledges of any interest in the Property or Developer to institutional lenders, investors, or financing parties, or their successors or assigns, (iii) financing transactions, such as sale-leaseback or grant of a mortgage or deed of trust, for purposes of financing acquisition or development of the Project; or any foreclosure thereof or deed-in-lieu with respect thereto; (iv) any change, directly or indirectly, of the equity or ownership interests of Developer or any Transferee which individually or cumulatively with prior changes does not result in a change in Control of Developer or Transferee; (v) Transfers to SRI or an SRI Affiliate following issuance of a Notice of Default by City to Developer and Developer's failure to cure in accordance with Article 11; (vi) any transfer of land or improvements to City or City's designee or to non-profits approved by City in satisfaction of obligations under this Agreement or the Approvals; or (vii) any leases, subleases, licenses, easements, or other occupancy agreements, with the exception of long-term ground leases (collectively, "**Pre-Approved Transfers**"). Notwithstanding the foregoing, if any Pre-Approved Transfers include the transfer of rights and obligations under this Agreement and results in the transferee having a legal or equitable interest in the Property or a portion thereof, then Developer and the transferee shall enter into an Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit J, provide a copy of such agreement to City, and such transaction shall be treated as a "Transfer" under this Agreement and the transferee with respect thereto be a treated as a "Transferee" and the transferor as a "Transferor." With respect to clause (iv) above, if Developer or a Transferee, or any constituent entity of Developer or a Transferee, is a publicly traded company, then a sale or transfer of shares in such company shall not be deemed a change in Control of Developer or such Transferee.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

C. For purposes of this Article 10, (A) "**Affiliate**" means any corporation, limited liability company, partnership or other entity which is directly or indirectly Controlling of, Controlled by, or is under Common Control with Developer; (B) "**Control**", "**Controlling**", "**Controlled**", and "**Common Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the day-to-day management and activities of the specified entity (provided, the possession of so-called major decision consent rights shall not, in and of itself, be deemed to constitute Control); and (C) the party to whom the Property or any portion thereof is Transferred along with Developer's interest, rights, and obligations under this Agreement applicable to the Property transferred is a "**Transferee**" and the party who makes such Transfer is a "**Transferor**."

D. Excepting any Pre-Approved Transfers, Developer shall notify City of any proposed Transfer under this Agreement, including any Transfer by SRI or an SRI Affiliate to any third party subsequent to a Pre-Approved Transfer pursuant to subsection 10.1 B (v), at least forty-five (45) days prior to completing any Transfer; provided, however that if Applicable Laws regarding publicly traded companies, prohibit such advance notice, then Developer shall not be obligated to include in such notice any information that could reasonably be expected to violate such Applicable Laws. City shall approve or disapprove the requested Transfer with respect to any portion of the Property within thirty (30) days after receipt of a written request for approval from Developer, together with such financial information and other documentation that City determines is reasonably necessary to evaluate the proposed transaction and the proposed assignee's experience, reputation, qualifications and ability to develop and construct the Project in accordance with the terms and conditions of the Project Approvals. City shall not unreasonably withhold, condition or delay its approval of a proposed Transfer to a proposed transferee who has (i) at least ten (10) years' experience in the development, ownership, operation and management of similar-size or larger developments of the type to be undertaken on the subject property without any record of material violations of Applicable Laws, and (ii) the financial resources and wherewithal to develop and effectively manage the Project or pertinent component of the Project. The approved assignee shall be required to assume Developer's rights and obligations under this Agreement with respect to the transferred portion of the Property pursuant to an Assignment and Assumption Agreement**,** substantially in the form attached hereto as Exhibit J. No later than ten (10) business days after the date the assignment becomes effective, Developer shall deliver to City a conformed copy of the fully executed and recorded assignment and assumption agreement

Section 10.2 Release upon Transfer; No Cross-Defaults. Upon the Transfer of all or any of Developer's rights and interests under this Agreement pursuant to this Article 10, Developer shall automatically be released from its obligations and liabilities under this Agreement with respect to that portion of the Property transferred, and any subsequent default or breach with respect to the transferred rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations under this Agreement, provided that (i) Developer has provided to City written Notice of such Transfer, and (ii) the Transferee executes and delivers to City an Assignment and Assumption Agreement**,** substantially in the form attached hereto as Exhibit J, in accordance with Section 10.1. Upon any Transfer of any portion of the Property and the express assumption of Developer's obligations under this Agreement by such Transferee, City agrees to look solely to the Transferee for compliance by such Transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such Transferee. Except as otherwise provided in this Agreement, a default by any Transferee shall only affect that

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

portion of the Property owned by such Transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such Transferee. The Transferor and the Transferee shall each be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferor/transferee, and any amendment to this Agreement between City and a Transferor or a Transferee shall only affect the portion of the Property owned by such Transferor or Transferee. Failure to deliver a written Assignment and Assumption Agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 12.4 below, nor shall such failure negate, modify or otherwise affect the liability of any Transferee pursuant to the provisions of this Agreement.

ARTICLE 11 DEFAULT; REMEDIES; TERMINATION

Section 11.1 Breach and Default. Subject to extensions of time under Section 2.2C or by mutual consent in writing, and subject to a Mortgagee's right to cure under Section 7.3, failure of a representation and warranty by either Party as provided by Section 2.3 and Section 2.4, or failure by a Party to perform any material action or covenant required by this Agreement (not including any failure by Developer to perform any term or provision of any other Project Approval) within thirty (30) days following receipt of written Notice from the other Party specifying the failure shall constitute a "**Default**" under this Agreement; provided, however, that if the failure to perform cannot be reasonably cured within such thirty (30) day period, a Party shall be allowed additional time as is reasonably necessary to cure the failure so long as such Party commences to cure the failure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion. The failure to pay any sum that is due and payable shall not be subject to the additional time to cure the Default, and shall only be subject to a thirty (30) day cure period. Any Notice of Default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Default, all facts constituting evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in Default for purposes of (a) termination of this Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Project. The waiver by either Party of any Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

Section 11.2 Termination. In the event of a Default by a Party, the non-defaulting Party shall have the right to institute legal proceedings pursuant to Section 11.3 and/or terminate this Agreement effective immediately upon giving notice of intent to terminate. Termination of this Agreement shall be subject to the provisions of Section 11.7 hereof. In the event that this Agreement is terminated pursuant to Article 6, Section 9.9, or Section 11.2 and the validity of such termination is challenged in a legal proceeding that results in a final decision that such termination was improper, then this Agreement shall immediately be reinstated as though it had never been terminated.

Section 11.3 Legal Actions.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

A. Institution of Legal Actions. In addition to any other rights or remedies, a Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the terms of this Agreement.

B. Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon Developer's registered agent for service of process, or in such other manner as may be provided by law.

Section 11.4 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

Section 11.5 No Damages. In no event shall a Party, or its boards, commissions, officers, agents or employees, be liable in damages for any Default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement, including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

Section 11.6 Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable Law, a Party shall, at the request of the other Party, meet with designated representatives of the requesting Party promptly following its request. The Parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 11.6 shall in any way be interpreted as requiring that Developer and City reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings.

Section 11.7 Surviving Provisions. In the event this Agreement expires or is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations of Developer set forth in Section 4.5 (Prevailing Wage Requirements), Section 9.6 (Cooperation in

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

the Event of Legal Challenge) or expressly set forth herein as surviving the expiration or termination of this Agreement. The termination or expiration of this Agreement shall not affect the validity of the Project Approvals (other than this Agreement).

Section 11.8 Effects of Litigation. In the event litigation is timely instituted, and a final judgment is obtained, which invalidates in its entirety this Agreement, neither Party shall have any obligations whatsoever under this Agreement, except for those obligations which by their terms survive termination hereof.

Section 11.9 California Claims Act. Compliance with the procedures set forth in this Article 11 shall be deemed full compliance with the requirements of the California Claims Act (Government Code Section 900 *et seq.*) including, but not limited to, the notice of an event of default hereunder constituting full compliance with the requirements of Government Code Section 910.

ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Incorporation of Recitals, Exhibits and Introductory Paragraph. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and the Exhibits attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.2 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

Section 12.3 Construction. Each reference herein to this Agreement or any of the Existing Approvals or Subsequent Project Approvals shall be deemed to refer to the Agreement, Existing Approval or Subsequent Project Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement. This Agreement has been reviewed and revised by legal counsel for City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; (v) "include," "includes" and "including" are not limiting and shall be construed as if followed by the words "without limitation," and (vi) "days" means calendar days unless specifically provided otherwise.

Section 12.4 Covenants Running with the Land. Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Property, or any interest therein or portion thereof, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

Section 12.5 Notices. Any notice or communication required hereunder between City and Developer ("**Notice**") must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a Notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by registered or certified mail, such Notice shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom Notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written Notice to the other Party hereto, designate any other address in substitution of the address to which such Notice shall be given. Such Notices shall be given to the Parties at their respective addresses set forth below:

To City: City of Menlo Park
Community Development
701 Laurel Street
Menlo Park, CA 94025
Attn: Community Development Director

With a copy to: Burke, Williams & Sorensen, LLP
181 Third Street
Suite 200
San Rafael, CA 94901-6587
Attn: Nira Doherty

To Developer: LPGS Menlo, LLC
644 Menlo Avenue, 2nd Floor
Menlo Park, CA 94025
Attn: Mark Murray

With a copy to: Coblentz Patch Duffy & Bass LLP
One Montgomery Street, Suite 3000
San Francisco, CA 94104
Attn: Frank Petrilli

Section 12.6 Counterparts and Exhibits; Entire Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. This Agreement, together with the Project Approvals and attached Exhibits, constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

Section 12.7 Recordation of Agreement. Pursuant to California Government Code Section 65868.5, no later than ten (10) days after the Effective Date, the City Clerk shall record an executed copy of this Agreement in the Official Records. Thereafter, if this Agreement is terminated, modified or amended, the City Clerk shall record notice of such action in the Official Records.

Section 12.8 No Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties hereto that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any public improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Existing Approvals or Subsequent Project Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, Existing Approvals, Subsequent Project Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

Section 12.9 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

Section 12.10 California Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of San Mateo, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

Section 12.11 City Approvals and Actions. Whenever reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise. The foregoing notwithstanding, the City Manager may, in the exercise of his or her discretion, delegate such authority to act and approve or seek the consent or approval of the City Council with respect to such action or approval.

Section 12.12 Estoppel Certificates. A Party may, at any time during the Term of this Agreement, and from time to time, deliver written Notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

modified either orally or in writing, or if amended, identifying the amendments; (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults; and (iv) any other information reasonably requested. The requesting Party shall be responsible for all reasonable costs incurred by the Party from whom such certification is requested and shall reimburse such costs within thirty (30) days of receiving the certifying Party's request for reimbursement. The Party receiving a request hereunder shall execute and return such certificate, or give a written, detailed response explaining why it will not do so, within twenty (20) days following the receipt thereof. The failure of either Party to provide the requested certificate within such twenty (20) day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. The City Manager shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

Section 12.13 No Third-Party Beneficiaries. City and Developer hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

Section 12.14 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City and that all necessary board of directors', shareholders', partners', city councils' or other approvals have been obtained.

Section 12.15 Further Actions and Instruments. Each Party to this Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

Section 12.16 Limitation on Liability. In no event shall: (a) any partner, officer, director, member, shareholder, employee, affiliate, manager, representative, or agent of Developer or any general partner of Developer or its general partners be personally liable for any breach of this Agreement by Developer, or for any amount which may become due to City under the terms of this Agreement; or (b) any member, officer, agent or employee of City be personally liable for any breach of this Agreement by City or for any amount which may become due to Developer under the terms of this Agreement.

Section 12.17 Indemnification and Hold Harmless. Developer shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless City and its elected and appointed officials, boards, commissions, officers, employees, contractors, agents, and representatives (individually, a "**City Party**" and, collectively, "**City Parties**") from and against any and all third party Claims**,** including Claims for any bodily injury, death, or property damage, arising during the Term, directly or indirectly from the development, construction, or operation of the Project and, if applicable, from failure to comply with the terms of this Agreement, and/or from any other

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

acts, omissions, negligence, or willful misconduct of Developer or any of Developer's employees, partners, members, shareholders, contractors, subcontractors, agents, or representatives (individually a "**Developer Party**" and collectively, "**Developer Parties**") under this Agreement; provided that (i) Developer's indemnity and hold harmless obligations in this Section 12.17 shall also include reasonable first party attorneys' fees and costs that may be incurred by City Parties in the defense of any third party Claims, and (ii) Developer's obligations in this Section 12.17 to indemnify and hold harmless the City Parties (but not Developer's duty to defend the City Parties) shall be limited (and shall not apply) to the extent such Claims are found to arise from the gross negligence or willful misconduct of a City Party. This Section 12.17 includes all present and future Claims arising out of or in any way connected with a Developer Parties' obligation to comply with the requirements of the Prevailing Wage Laws in accordance with Section 4.5 of this Agreement. Developer's obligations under this Section 12.17 with respect to any third party Claims accruing during the Term of this Agreement shall survive expiration or earlier termination of this Agreement.

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Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____
Justin I. C. Murphy, City Manager
[signature must be notarized]

APPROVED AS TO FORM:

By: _____
Nira F. Doherty, City Attorney

ATTEST:

By: _____
Judi A. Herren, City Clerk

DEVELOPER:

LPGS MENLO, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
[signature must be notarized]

By: _____
Name: _____
Title: _____
[signature must be notarized]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

ACKNOWLEDGMENTS

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

_____
(Notary Signature)

* * * * * * * * * * * * * *

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

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

_____

(Notary Signature)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

ACKNOWLEDGMENT

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

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

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

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

WITNESS my hand and official seal.

_____
(Notary Signature)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT A

SITE MAP DEPICTING PROPERTY, SRI PROPERTY, BUILDINGS P, S & T PROPERTY, AND CHURCH PROPERTY

(SEE ATTACHED)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

(SEE ATTACHED)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT C

CONSENT OF SRI INTERNATIONAL, A 501(C)(3) NONPROFIT SCIENTIFIC RESEARCH INSTITUTE

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT D

CONSENT OF FIRST CHURCH OF CHRIST, SCIENTIST, MENLO PARK, CALIFORNIA, A CALIFORNIA NON-PROFIT CORPORATION

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT E

LIST OF IMPACT FEES

(SEE ATTACHED)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT F

PARKLINE PHASING PLAN

(SEE ATTACHED)

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EXHIBIT G

PROJECT SITE PLAN – FULL BUILDOUT

(SEE ATTACHED)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT H

QUIMBY ACT FEES & CREDITS

(SEE ATTACHED)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT I

CONCEPTUAL OPEN SPACE PLAN – PHASE 1

(SEE ATTACHED)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT J

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(SEE ATTACHED)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT K

FORM OF PRIVATELY OWNED PUBLICLY ACCESSIBLE EASEMENT AGREEMENT

(SEE ATTACHED)

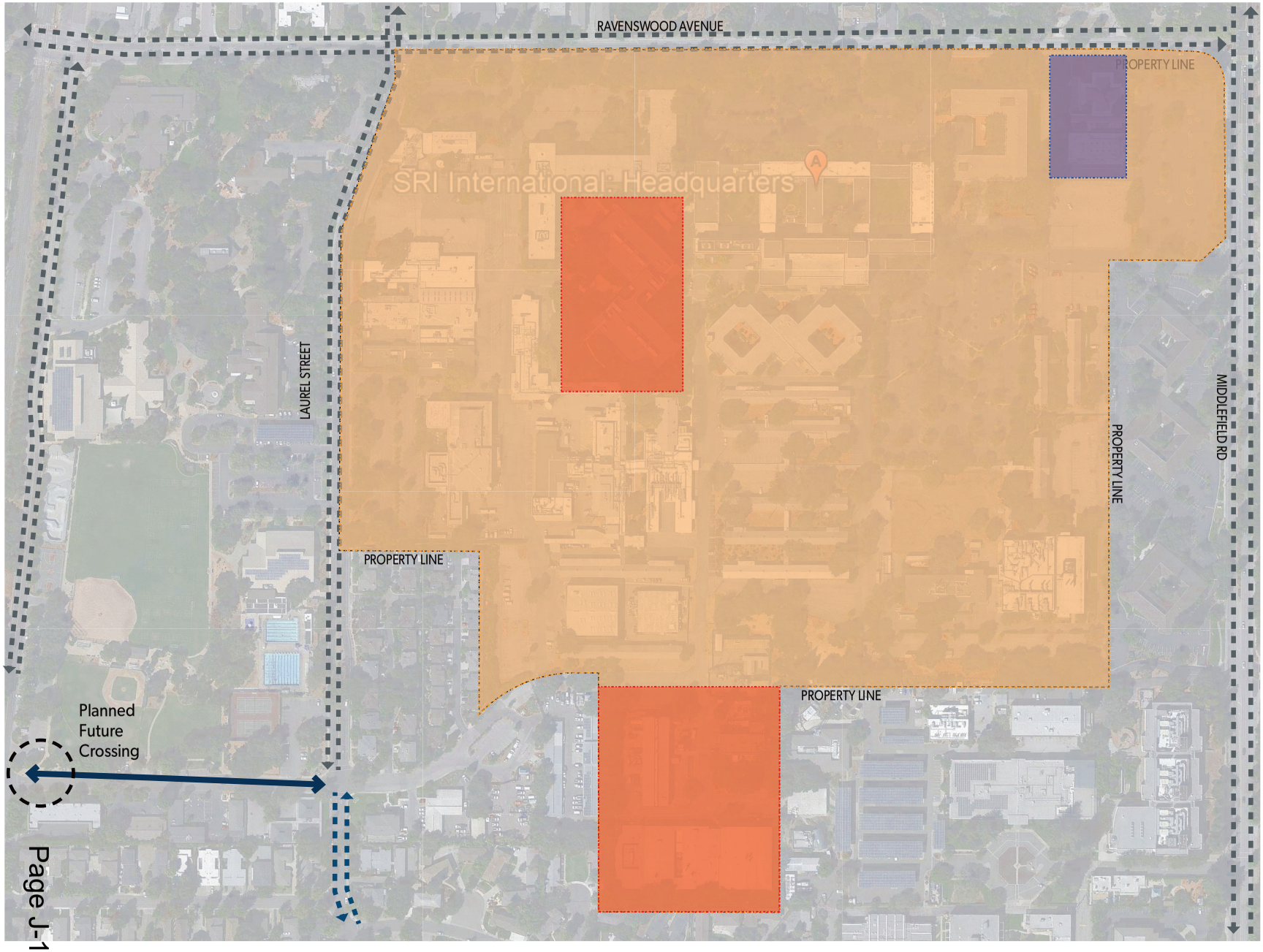
Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT L

FORM OF PILOT (PAYMENT IN LIEU OF TAXES) AGREEMENT

(SEE ATTACHED)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13



LEGEND

- PARKLINE
- SRI RETAINED LAND
- CHURCH OF CHRIST THE SCIENTIST (201 RAVENSWOOD)

PARKLINE LANE PARTNERS SRI STUDIOS OJB KIER+WRIGHT TS LUMA

2025.07.15

EXHIBIT

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT "B"
LEGAL DESCRIPTION OF PROPERTY

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

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 2;

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

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

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

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

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

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

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

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

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

CONTAINING 64.2286 ACRES, MORE OR LESS.

AS SHOWN ON SITE MAP ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

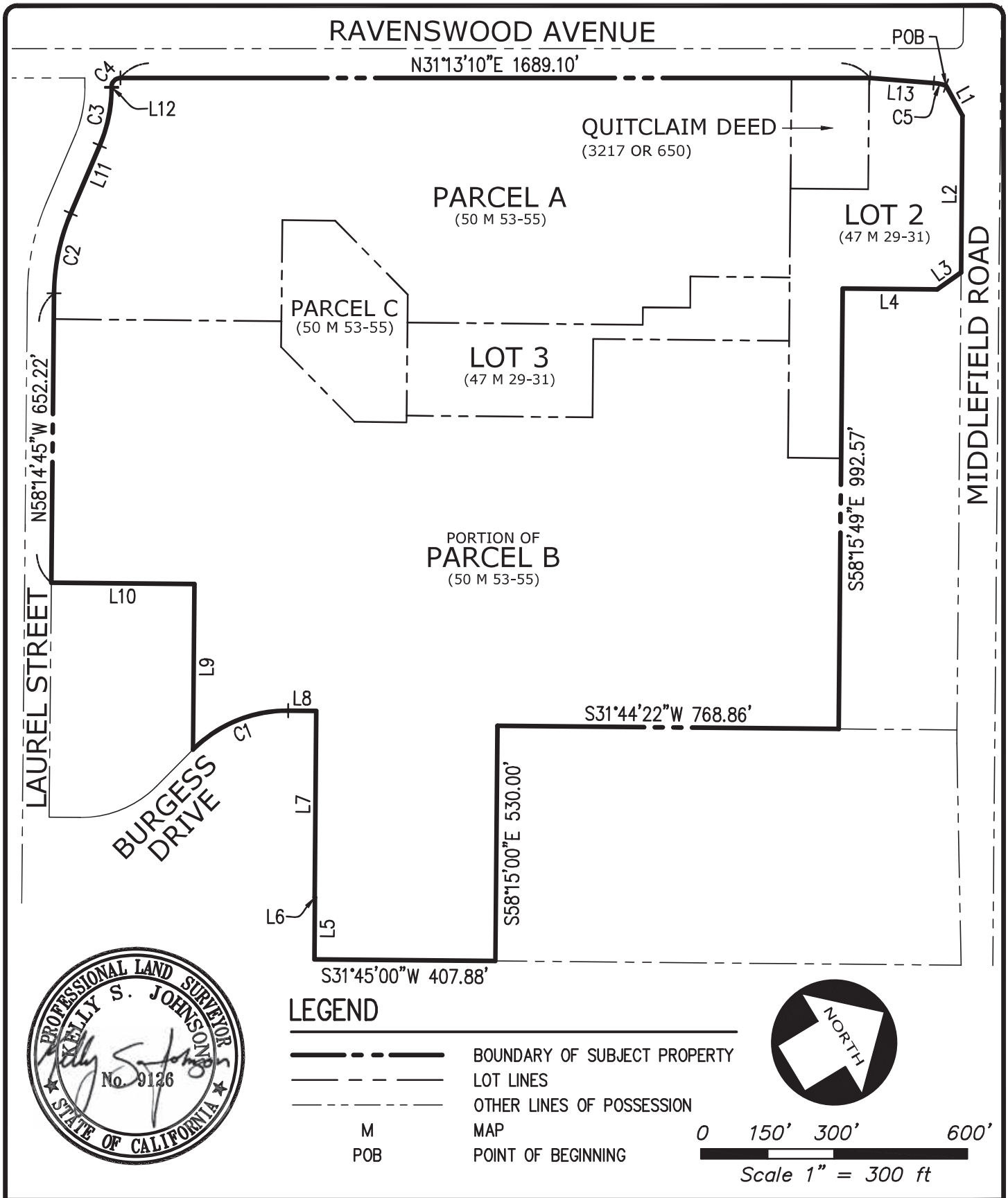
LEGAL DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

KELLY S. JOHNSON, LS 9126

PROFESSIONAL LAND SURVEYOR
KELLY S. JOHNSON
No. 9126
STATE OF CALIFORNIA

8/12/2025
DATE

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13



KIER+WRIGHT

3350 Scott Boulevard, Building 22
Santa Clara, California 95054
Phone: (408) 727-6665
www.kierwright.com

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SITE MAP

MENLO PARK, CALIFORNIA

DATE	AUG., 2025
SCALE	1" = 300'
BY	EK
JOB NO.	A20152-1
PAGE	3 OF 4

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

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

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

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SITE MAP

MENLO PARK, CALIFORNIA

DATE	AUG., 2025
SCALE	NO SCALE
BY	EK
JOB NO.	A20152-1
PAGE	4 OF 4

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT C

CONSENT OF SRI INTERNATIONAL

This Consent of SRI International ("**Consent**") is dated for reference purposes as of _____, 2025. SRI INTERNATIONAL, a California nonprofit public benefit corporation ("**SRI**"), has reviewed the terms and conditions of that certain Development Agreement dated as of _____, 2025, by and between LPGS MENLO, LLC, a Delaware limited liability company, and the City of Menlo Park, a California municipal corporation (the "**Development Agreement**"). The undersigned hereby confirm that the execution and delivery of this Consent has been duly authorized by SRI and that SRI hereby consents to the terms and conditions of the Development Agreement and the recordation of the Development Agreement against the property owned by SRI, as depicted on Exhibit A and more particularly described within the legal description attached as Exhibit B to the Development Agreement.

SRI:

SRI INTERNATIONAL,
a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____
_____

By: _____
Name: _____
Title: _____
_____

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT D

CONSENT OF CHURCH CHRIST SCIENTIST

This Consent of First Church of Christ, Scientist ("**Consent**") is dated for reference purposes as of _____, 2025. First Church of Christ, Scientist, a California non-profit corporation ("**Christ Scientist Owner**"), has reviewed the terms and conditions of that certain Development Agreement dated as of _____, 2025, by and between LPGS MENLO, LLC, a Delaware limited liability company, and the City of Menlo Park, a California municipal corporation (the "**Development Agreement**"). The undersigned hereby confirm that the execution and delivery of this Consent has been duly authorized by Christ Scientist Owner and that Christ Scientist Owner hereby consents to the terms and conditions of the Development Agreement and the recordation of the Development Agreement against the property owned by Christ Scientist Owner, as depicted on Exhibit A and more particularly described within the legal description attached as Exhibit B to the Development Agreement.

CHRIST SCIENTIST OWNER:

First Church of Christ Scientist,
a California non-profit corporation

By: _____
Name: _____
Title: _____
_____

By: _____
Name: _____
Title: _____
_____

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT E

LIST OF IMPACT FEES

1. Transportation Impact Fee (Municipal Code Chapter 13.26)
2. Building Construction Street Impact Fee
3. Below Market Rate Housing Program (Municipal Code Chapter 16.96)
4. Residential Subdivision Recreation In Lieu Fees (Municipal Code Section 15.16.020)
5. Storm Drainage Connection Fee
6. Heritage Tree Replacements and In Lieu Fee (Menlo Park Municipal Code 13.24)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT F

PARKLINE PHASING PLAN

The Project proposes up to 800 units of residential housing, inclusive of 646 mixed-income units across a range of product types and a land dedication to a third-party non-profit affordable housing developer for up to 154 units, and up to a total of approximately 1,000,000 square feet (SF) of non-residential office/R&D uses, inclusive of the approximately 287,000 SF in the existing Buildings P, S, and T[1] which may be replaced in the future.[2] A copy of the Conceptual Master Plan – Full Buildout of the proposed Project is attached as Exhibit G to the Development Agreement for reference purposes.

In accordance with Section 3.7 of the Development Agreement, the Project will be subject to a "point system" which will control the way in which the non-residential components of the Project are phased in connection with the implementation of the residential components. The point system assigns points upon commencement of construction, as defined below, per residential component according to the following table (note that the two townhome components, TH 1 and TH 2, each count as only a half-point):

Residential Component	**Assigned Points at Commencement of Construction**
R1 – 300 Multifamily Units (15% BMR)	1
R2 – 300 Multifamily Units (15% BMR)	1
TH 1 – 19 Detached Townhomes (15% BMR)	.5
TH 2 – 27 Attached Townhomes (15% BMR)	.5
R3 – 154 Affordable Multifamily Units[3] (100% BMR)	2
• **77 Units (Assuming Phased Delivery)**	1
• **77 Units (Assuming Phased Delivery)**	1

Point System Implementation

The Developer currently anticipates that the residential components would be the first phase of construction (specifically the two 300-unit multifamily buildings known as R1 and R2) and would commence prior to any of the non-residential components due to current market conditions. Given practical limitations on absorption (i.e., how many households can move into new apartments at any given time, given loading area capacity and moving logistics, etc.), R1 and R2 are expected to be staggered by at least a year. However, if market conditions change, and to provide assurances

[1] Building P comprises approximately 183,423 SF; Building S comprises approximately 21,241 SF; Building T comprises approximately 82,066 SF.

[2] The Project also proposes an approximately 40,000 SF amenity building which would include a public-facing food and beverage component as well as amenity space for tenants which is not factored into this phasing exhibit because it would serve the community and also not be inducing new office/R&D workers.

[3] For purposes of R3, which is the land dedication to a non-profit affordable housing developer, it is assumed that the 100% affordable Residential Component of the Project could be implemented in two phases for financing reasons, with half of the units delivered as part of an initial phase and the second half of the units delivered in a later phase. Actual phasing will depend on the future financing strategy as determined by the non-profit affordable housing developer.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

that meaningful amounts of residential units are delivered first and generally before delivery of non-residential space, the Developer is willing to commit to the following sequencing (or "metering") for the non-residential square footage:

Building Permit Issuance for Non-Residential Component	Required Number of Points	Illustrative Example
1-250,000 SF of New Non-Residential	Requires 1 point	Building permit has been issued for R1 ***or*** R2.
250,001-500,000 SF of New Non-Residential	Requires 2 points	Building permits have been issued for R1 ***and*** R2.
500,001-750,000 SF of New Non-Residential	Requires 3 points and TCO[4] for one residential component and roof framing complete for one residential component.	R1 has achieved TCO (i.e., R1 is substantially complete and can be occupied), roof framing has been completed for R2 , ***and*** building permits have been issued for TH 1 and TH 2; ***OR*** R1 has achieved TCO (i.e., R1 is substantially complete and can be occupied) ***and*** building permits have been issued for R2 and at least 77 units on the 100% affordable site (R3).
751,000-1,000,000 SF of New Non-Residential	Requires 5 points and TCO for three residential components and roof framing complete for one residential component.	R1, R2 and TH-1 have achieved TCO ***and*** building permits have been issued for all residential components including all units on the 100% affordable site (R3) with at least 77 units complete to roof framing.

The examples generally assume a scenario in which R1 and R2 commence first, and the 100% affordable building occurs last, but that is only for illustration purposes. If all 154 units in the 100% affordable building commence first, that would unlock 2 points and enable up to 500,000 SF of non-residential buildings to break ground. For financing reasons, it is not possible to withhold occupancy for non-residential buildings pending the residential buildings hitting certain milestones, so assurances regarding completion (i.e., TCO) are instead tied to when subsequent phases of non-residential construction can begin.

[4] TCO means temporary certificate of occupancy as issued by the City's building department.

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Notwithstanding the table above, in the event Developer proposes to construct all of the available non-residential square footage of 713,000 SF, with existing Buildings P, S and T remaining, then 4 points are required, along with the issuance of a TCO for one residential component and roof framing complete for one additional residential component.

One Time Exception for Delivery of Non-Residential Lease

In addition, given the importance of the non-residential component to the overall financial feasibility of the Project, which will require new infrastructure, open space, community benefits, and other major investments across a 64-acre site, the Developer needs assurances that if they are able to enter into a lease with a tenant for office/R&D space who needs a certain amount of space, provided a certain condition is met, then the Developer will be able to commence construction on additional non-residential square footage by providing an executed lease to the City.

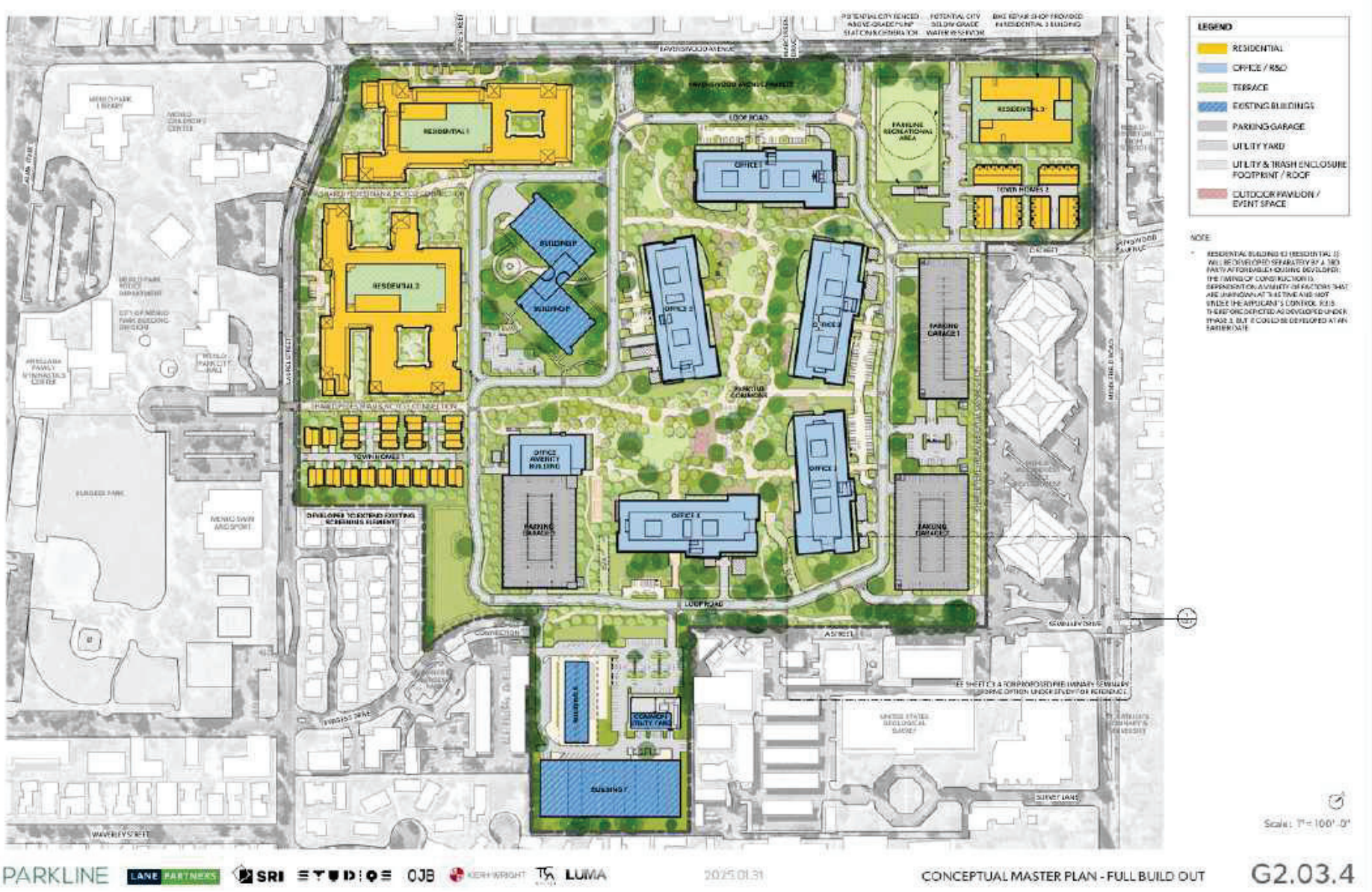
Provided the Project has achieved at least two points, which unlocks up to 500,000 SF of commercial space, if the Developer furnishes to City a copy of a fully executed lease, which may have confidential business terms redacted, demonstrating the need for more commercial square footage than it has secured the right to construct in order to accommodate the tenant's requirements, then a one-time exception will be made to allow construction of up to an additional 250,000 SF than it has secured the right to.

Additional Clarifications

Developer shall be allowed to incrementally adjust the number of residential units within a residential building or parcel up to a fixed amount of 5% with the City Manager's consent. With respect to residential units, the most likely situation in which minor deviations are required is to addresses "field" constraints (i.e., deviations that are required once construction starts due to, for example, the need to adjust building footprint in order to accommodate preserving a specific tree, which cannot be fully known until after excavation begins). For purposes of this Phasing Plan, the terms "commence construction" or "commencement of construction" shall mean (i) for the multifamily buildings the issuance of a building permit by City for vertical improvements, mobilization of construction equipment and workers on-site, and commencement of actual vertical construction thereon (i.e., not just pouring slabs and foundations) under such permit, and (ii) for the detached and attached townhome units, issuance of building permits by City.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT G



PARKLINE LANE PARTNERS SRI STUDIOS OJB KIERN WRIGHT TK LUMA 2025.01.31

CONCEPTUAL MASTER PLAN - FULL BUILD OUT G2.03.4

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Quimby Act Fee & Credits

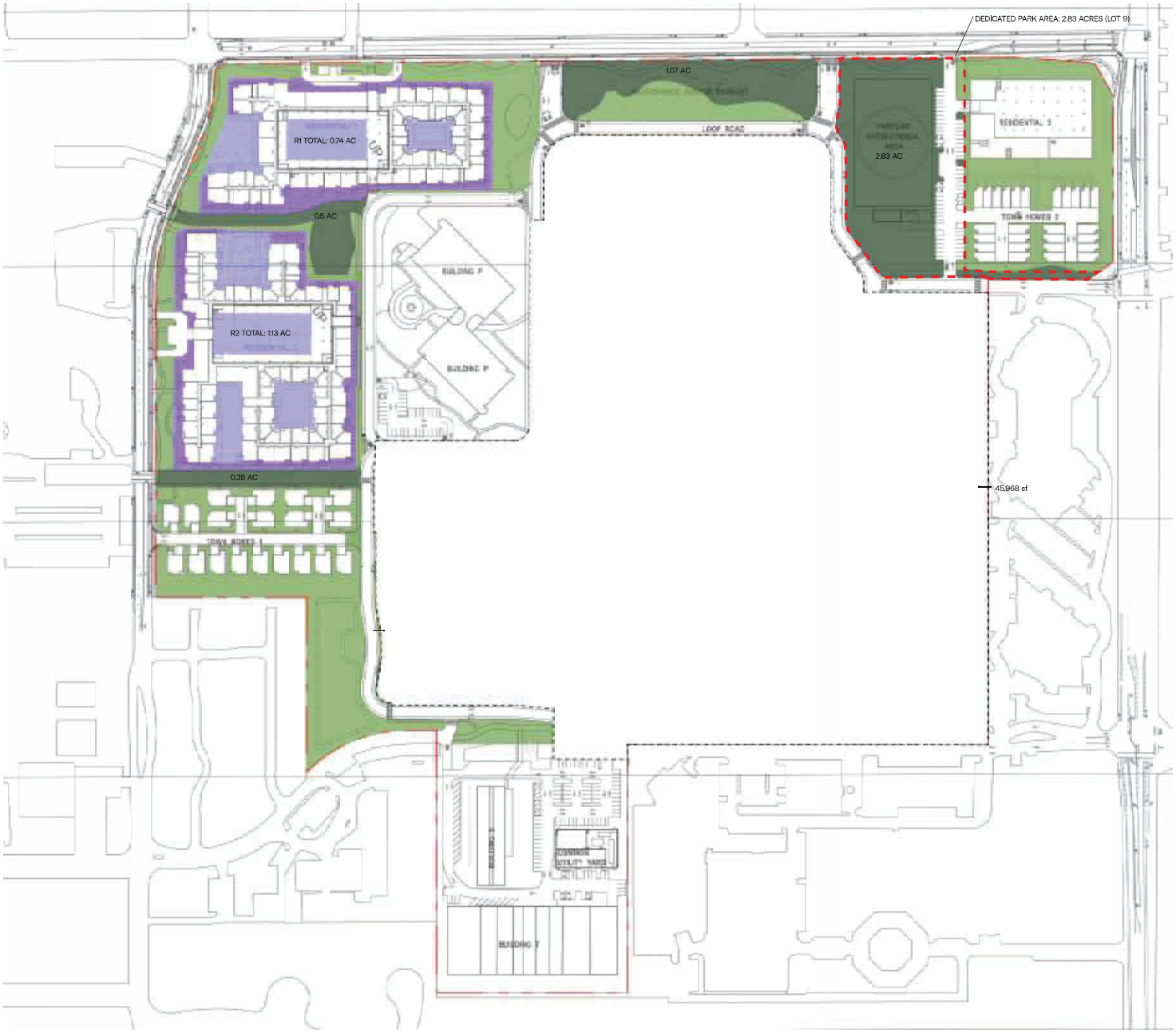
Unit Type	Number of units	Rate	Fee
100% Affordable Units (R3-Lot 7)	154	$ -	$ -
Detached TH Unit (Lot 10)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 11)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 12)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 13)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 14)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 15)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 16)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 17)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 18)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 19)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 20)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 21)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 22)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 23)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 24)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 25)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 26)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 27)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 28)	1	$ 127,000	$ 127,000
Attached TH Units (Lot 8)	27	$ 78,400	$ 2,116,800
Apartment (R1-Lot 4)	300	$ 78,400	$ 23,520,000
Apartment (R2-Lot 5)	300	$ 78,400	$ 23,520,000

Credit Against R1 and R2	Acre/Unit	Rate	Value
Public Park Parcel Dedication *	2.65	$ 11,800,000	$ 31,270,000
POPA Easement Agreement **	1.95	$ 5,900,000.0	$ 11,505,000
Park Funding Contribution***	1	$ 4,700,000.0	$ 4,700,000

Credit Against R3
R3 Land Dedication: Section 5.1 C of Development Agreement
R3 Affordable Housing Covenant: Section 4.1 B of Development Agreement

*Public Park Dedication Value: $11.8M per acre.
**POPA Easement Agreement Value: 50% of $11.8M per acre.
***Combined amount set forth in Section 4.2 of Development Agreement.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13



OPEN SPACE LEGEND

PUBLICLY ACCESSIBLE OPEN SPACE = 4.78 AC

PRIVATE RESIDENTIAL OPEN SPACE = 1.87

TOTAL DEDICATED OPEN SPACE = 6.65 AC

0 50 100 200 N

1" = 100'

PARKLINE | LANE PARTNERS | SRI | STUDIOS | OJB | KIERNWRIGHT | TX | LUMA

2025.04.04

CONCEPTUAL OPEN SPACE PLAN - PHASE 1

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT J

Recording Requested by and
When Recorded Return to:

_____
_____
_____
_____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
DEVELOPMENT AGREEMENT
PARKLINE MASTER PLAN PROJECT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**") is made and entered into as of _____, 20__, by and between LPGS MENLO, LLC, a Delaware limited liability company ("**Assignor**"), and _____, a _____ company ("**Assignee**").

RECITALS

A. Assignor [*owns that real property* **or** *controls, pursuant to a ground lease, that real property*] located in the City of Menlo Park, County of San Mateo, State of California, and more particularly described in Exhibit A attached hereto (the "**Property**").

B. On the date hereof, Assignee is acquiring [*fee title* **or** *control of the ground lease*] that portion of the Property more particularly described in Exhibit B attached hereto (the "**Assigned Property**").

C. The City of Menlo Park, a California municipal corporation ("**City**") and Assignor entered into that certain Development Agreement (the "**Development Agreement**"), dated as of _____, 202_ and recorded against the Property on _____, 202_ as Instrument No. _____ in the official records of the Office of the San Mateo County Recorder (the "**Official Records**").

D. Assignor desires to assign to Assignee all of Assignor's rights, duties and obligations under the Development Agreement with respect to the Assigned Property only, excluding Assignor's obligations with respect to the items specified in Exhibit C attached hereto (the "**Assignor Retained Obligations**") for which Assignor remains responsible, (the "**Assigned Rights and Obligations**"). Assignee desires to accept and assume Assigned Rights and Obligations under the Development Agreement with respect to the Assigned Property, such assignment and assumption to be effective on the Effective Date (as defined in Section 1.3 below).

NOW THEREFORE, in consideration of these promises, and of the agreements, covenants and conditions contained in this Agreement and other good and valuable consideration, the parties agree as follows:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT J

1. ASSIGNMENT AND ASSUMPTION OF THE ASSIGNED PROPERTY RIGHTS AND OBLIGATIONS

1.1 Assignment. Assignor assigns to Assignee, as of the Effective Date (as defined in Section 1.3 below), all of Assignor's rights, title and interest in and to the Assigned Rights and Obligations.

1.2 Assumption. As of the Effective Date, Assignee accepts Assignor's assignment of and assumes the Assigned Rights and Obligations. From and after the Effective Date, Assignee shall keep and perform all covenants, conditions and provisions of the Development Agreement relating to the Assigned Property.

1.3 Effective Date. For purposes of this Agreement, the "Effective Date" shall be the later to occur of (1) the date on which the deed from Assignor to Assignee for the Assigned Property is recorded in the Official Records; or (2) the date of the execution of this Agreement by all parties; provided, however, that this Agreement shall have no force and effect without the written approval of the City, as evidenced by the full execution by the City's representatives of the form entitled City of Menlo Park's Consent, attached hereto as Exhibit D.

1.4 Phasing. Nothing in this Agreement shall be deemed to relieve any party of the timing obligations established in Exhibit F to the Development Agreement.

2. RIGHTS AND REMEDIES

2.1 Assignor's Release; No Assignor Liability or Default for Assignee Breach. Pursuant to Section 10.1 of the Development Agreement, Assignor shall be released from the Development Agreement with respect to the Assigned Property and the Assigned Rights and Obligations as of the Effective Date. Any default or breach by Assignee under the Development Agreement following the Effective Date with respect to the Assigned Property or the Assigned Rights and Obligations ("**Assignee Breach**") shall not constitute a breach or default by Assignor under the Development Agreement and shall not result in (a) any remedies imposed against Assignor, or (b) modification or termination of the Development Agreement with respect to that portion of the Property retained by Assignor after the conveyance of the Assigned Property, if any (the "**Assignor Property**").

2.2 No Assignee Liability or Default for Assignor Breach. As of the Effective Date, any default or breach by Assignor under the Development Agreement prior to or after the Effective Date ("**Assignor Breach**"), shall not constitute a breach or default by Assignee under the Development Agreement, and shall not result in (a) any remedies imposed against Assignee, including without limitation any remedies authorized in the Development Agreement, or (b) modification or termination of the Development Agreement with respect to the Assigned Property.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

3. PERIODIC REVIEW OF COMPLIANCE

3,1 Assignor Responsibilities. Assignor shall participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to the Assignor Property and Assignor Retained Obligations, and Assignee shall have no responsibility therefor.

3.2 Assignee Responsibilities. Assignee shall participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to the Assigned Property and the Assigned Rights and Obligations, and Assignor shall have no responsibility therefor.

4. AMENDMENT OF THE DEVELOPMENT AGREEMENT

4.1 Assignor. Assignor shall not request, process or consent to any amendment to the Development Agreement that would affect the Assigned Property or the Assigned Rights and Obligations without Assignee's prior written consent, which consent shall not be withheld unreasonably. The foregoing notwithstanding, Assignor may process any amendment that does not affect the Assigned Property, and, if necessary, Assignee shall consent thereto and execute all documents necessary to accomplish said amendment, provided that said amendment does not adversely affect the Assigned Property or any Assigned Rights and Obligations pursuant to the Development Agreement.

4.2 Assignee. Assignee shall not request, process or consent to any amendment to the Development Agreement that would affect the Assignor Property or the Assignor's remaining rights and obligations pursuant to the Development Agreement without Assignor's prior written consent, which consent shall not be withheld unreasonably. The foregoing notwithstanding, Assignee may process any amendment that does not affect the Assignor Property or any of Assignor's remaining rights and obligations pursuant to the Development Agreement, and, if necessary, Assignor shall consent thereto and execute all documents necessary to accomplish said amendment.

5. GENERAL PROVISIONS

5.1 Notices. All notices, invoices and other communications required or permitted under this Agreement shall be made in writing, and shall be delivered either personally (including by private courier) or by nationally recognized overnight courier service to the following addresses, or to such other addresses as the parties may designate in writing from time to time:

If to Assignee:

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

with copies to:

If to Assignor:

with copies to:

Notices personally delivered shall be deemed received upon delivery. Notices delivered by courier service as provided above shall be deemed received twenty-four (24) hours after the date of deposit. From and after the Effective Date and until further written notice from Assignee to the City pursuant to the terms of the Development Agreement, Assignee hereby designates as its notice address for notices sent by the City pursuant to Section 12.5 of the Development Agreement, the notice address set forth above.

5.2 Estoppel Certificates. Within ten (10) days after receipt of a written request from time to time, either party shall execute and deliver to the other, or to an auditor or prospective lender or purchaser, a written statement certifying to that party's actual knowledge: (a) that the Development Agreement is unmodified and in full force and effect (or, if there have been modifications, that the Development Agreement is in full force and effect, and stating the date and nature of such modifications); (b) that there are no current defaults under the Development Agreement by the City and either Assignor or Assignee, as the case may be (or, if defaults are asserted, so describing with reasonable specificity) and that there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default; (c) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, and stating the date and nature of such modifications); and (d) such other matters as may be reasonably requested.

5.3 Attorneys' Fees. In the event of any legal or equitable proceeding in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees, costs and disbursements paid or incurred in good faith at the arbitration, pre-trial, trial and appellate levels, and in enforcing any award or judgment granted pursuant thereto.

5.4 No Waiver. No delay or omission by either party in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other party under the provisions of this Agreement shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either party of any of the covenants, conditions or obligations to be performed by the other party shall not be construed as a waiver of any subsequent breach of the same or any other covenants,

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

conditions or obligations.

5.5 Amendment. This Agreement may be amended only by a written agreement signed by both Assignor and Assignee, and subject to obtaining the City's consent.

5.6 Successors and Assigns. This Agreement runs with the land and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

5.7 No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

5.8 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either Assignor or Assignee of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then Assignor and Assignee shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to Assignor, Assignee and the City.

5.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any proceeding related to this Agreement shall be in the San Mateo County Superior Court.

5.10 Third-Party Beneficiaries. Assignor and Assignee acknowledge that the City is a third-party beneficiary of the terms and conditions of this Agreement to the extent necessary for City to enforce the terms and conditions of the Development Agreement. This Agreement shall not be deemed or construed to confer any rights, title or interest, including without limitation any third-party beneficiary status or right to enforce any provision of this Agreement, upon any person or entity other than Assignor, Assignee and the City.

5.11 Time of the Essence. Time is of the essence in the performance by each party of its obligations under this Agreement.

5.12 Authority. Each party represents that the individuals executing this Agreement on behalf of such party have the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

5.13 Term. The term of this Agreement shall commence on the Effective Date and shall expire upon the expiration or earlier termination of the Development Agreement, subject to any obligations under the Development Agreement that expressly survive the expiration or termination of the Development Agreement. Upon the expiration or earlier termination of this Agreement, the parties shall have no further rights or obligations hereunder, except with respect to any obligation to have been performed prior to such expiration or termination or with respect to any default in the performance of the provisions of this Agreement which occurred prior to such expiration or termination or with respect to any obligations which are specifically set forth as surviving this Agreement or the Development Agreement.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

5.15 Default. Any failure by either party to perform any material term or provision of this Agreement shall constitute a default (a) if such defaulting party does not cure such failure within thirty (30) days following written notice of default from the other party, where such failure is of a nature that can be cured within such thirty (30) day period, or (b) if such default is not of a nature that can be cured within such thirty (30) day period, if the defaulting party does not within such thirty (30) day period commerce substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence the curing of such failure. Any notice of default given hereunder shall be given in the same manner as provided in Section 5.1 hereof and shall specify in detail the nature of the failures in performance that the noticing party claims and the manner in which such failure can be satisfactorily cured.

[remainder of page left intentionally blank – signature pages follow]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT J

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement by proper persons thereunto duly authorized, to be effective as of the Effective Date.

"Assignor"

LPGS MENLO, LLC,

a Delaware limited liability company

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

"Assignee"

_____,
a _____company

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT J

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____
Notary Public (insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT J

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

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____
Notary Public (insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Signature: _____

[Seal]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT J

EXHIBIT A
Description of the Property
(Attached)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT J

EXHIBIT B
Description of the Assigned Property
(Attached)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT J

EXHIBIT C
List of Assignor Retained Obligations
(Attached)

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT D
CONSENT OF CITY OF MENLO PARK

The City of Menlo Park hereby consents to the assignment and assumption of the Assigned Rights and Obligations as set forth in this Agreement and agrees to the terms and conditions set forth herein.

CITY OF MENLO PARK,
a California Municipal corporation

By: _____
_____
_____

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT E

FORM OF PRIVATELY OWNED AND PUBLICLY ACCESSIBLE OPEN SPACE EASEMENT AGREEMENT

TO BE PROVIDED

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

EXHIBIT F

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025
Attention: City Clerk

Record for the Benefit of
The City of Menlo Park
Pursuant to Government Code
Section 27383

Space Reserved for Recorder's Use Only

PAYMENT IN LIEU OF TAXES AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT

This PAYMENT IN LIEU OF TAXES AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT ("**PILOT Agreement**"), dated as of _____, 20__ ("**Effective Date**"), is made and entered into by and among [, a _____ ("**Covenantor**")][1], and the CITY OF MENLO PARK, a California municipal corporation ("**City**").

RECITALS

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

B. The First Church of Christ, Scientist, Menlo Park, a California non-profit corporation ("**Church Owner**") owns real property adjacent to the SRI Property commonly known as 201 Ravenswood Avenue in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Number 062-390-050 (the "**Church Property**").

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

[1] NTD: If LPGS is a ground lessee at the time this agreement is to be entered into, then LPGS will obtain the ground lessor's (fee owner's) consent to this agreement and its acknowledgment that the agreement binds the fee interest. If, instead of being a ground lessee, LPGS has fee title to the land, then other changes to this Agreement (e.g., the recitals) will be necessary to reflect LPGS as fee owner.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

D. LPGS 201 Ravenswood, LLC, a Delaware limited liability company ("**LPGS 201**"), an affiliate of Covenantor, has entered into that certain Purchase and Sale Agreement, dated January 30, 2024 (the "**Purchase Agreement**"), with Church Owner regarding the Church Property.

E. The SRI Property, inclusive of the Buildings P, S and T Property, and Church Property shall be referred to herein collectively as the "**Property**".

F. This Agreement concerns: (i) the SRI Property, owned by SRI, subject to the Ground Lease Option between SRI and Covenantor, and therefore Covenantor has an equitable interest in the SRI Property; and (ii) the Church Property, located adjacent to the SRI Property, owned by Church Owner, subject to the Purchase Agreement between Church Owner and LPGS 201, an affiliate entity that Covenantor controls, and therefore Covenantor has an equitable interest in the Church Property.

G. Covenantor applied to City requesting an amendment to the General Plan ("General Plan") land use element and General Plan land use map, amendment to the zoning ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, amendment to the zoning map to apply the newly added C-1-S zoning to the Property, rezoning the Property to add a Conditional Development ("X") Combining District, and approval of a conditional development permit ("CDP"), below market rate ("BMR") housing agreement, vesting tentative map ("VTM") to subdivide the Property into thirty seven (37) separate legal parcels, and Development Agreement, to redevelop the Property with: (i) construction of office/R&D buildings of approximately 1,000,000 SF, inclusive of approximately 287,000 SF in existing Buildings P, S and T, which may be replaced in the future as a Modified Project Approval, defined herein, and up to 45,000 SF of commercial/retail space to replace 35 buildings of approximately 1,093,602 SF on the Ground Lease Property to be demolished, along with demolition of a church and associated facilities on the Church Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; (iii) provision of parking spaces (surface spaces and within no more than three parking garages) in accordance with the ratios provided in the Zoning Amendments defined in Recital L.3, below; (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; and (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "**Project**").

E. The City has taken the following actions in connection with development of the Project on the Property (the "**Project Approvals**").

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

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

2. Approval of amendments to the Menlo Park General Plan Land Use Element and Land Use Map to provide for residential use as proposed for the Project, by Resolution No. _____, adopted by the City Council on _____, 2025 ("**General Plan Amendment**").

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

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

(ii) an amendment to the Menlo Park Zoning Map to apply the newly added C-1-S zoning to the Property to allow the land uses proposed for the Project;

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

(iv) a Conditional Development Permit No. _____ to authorize the Parkline Master Plan Project (the "**Parkline CDP**"), together with the Parkline Design Guidelines ("**Parkline Guidelines**") and associated conditions of approval ("**Parkline CDP Conditions**").

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

5. Approval of the Parkline Project Wide Affordable Housing Agreement specifying terms for Covenantor to provide onsite reduced-cost housing units, by Resolution No. ____, adopted by the City Council on _____, 2025 ("**BMR Agreement**").

6. Approval of the Development Agreement (the "**Development Agreement**") by Ordinance No. ___, adopted by the City Council on _____, 2025 ("**Enacting Ordinance**").

H. In consideration of the benefits conferred to Covenantor and its successors and assigns under the Project Approvals, Covenantor has agreed, pursuant to Section 5.3 of the Development Agreement, concurrent with and immediately following the execution and recording of a final subdivision map of the Property creating the parcel of real property more particularly described in the legal description attached hereto as Exhibit A (the "**Covenant Parcel**"), should Covenantor, or any of its operators or lessees or its and their successors or assigns obtain a tax exemption for the Covenant Parcel or any portion thereof, subject to certain exceptions, Covenantor or its successor-in-interest shall make payments in lieu of property taxes to the City, all as set forth herein.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

I. Covenantor and City have agreed to execute and record this PILOT Agreement in order to bind Covenantor and its successors and assigns to the property tax exemption and in lieu payment obligations, as more particularly set forth herein.

J. The intent and purpose of this PILOT Agreement is to ensure that the Covenant Parcel shall be conveyed, hypothecated and encumbered, subject to the obligations provided for herein and in accordance with the Development Agreement, to ensure that the City will not suffer any loss of its share of property tax revenues that are used to deliver services to the Covenant Parcel, therefore benefitting the City and Covenantor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covenantor on behalf of itself and its heirs, executors, successors, assigns and each successor in interest hereby covenants and agrees as follows:

1. In the event Covenantor or any of its operators or lessees or its and their successors or assigns applies for and is granted an exemption from the imposition of real property taxes for the Covenant Parcel or any portion thereof pursuant to California Constitution Article XIII, §§ 3, 4 or 5, or provisions of the California Revenue and Taxation Code, or any successor provision, or any other exemption from the payment of real or personal property taxes of any nature (the "**Exemptions**"), except to the extent (i) precluded by Section 214.06 of the California Revenue and Taxation Code or Applicable Law, (ii) the Exemption relates to Improvements, as defined in the Development Agreement, constructed on the Covenant Parcel which comprise up to 227,000 SF of new non-residential space subject to a lease agreement between Covenantor and SRI or an SRI Affiliate, as defined in the Development Agreement, , a fully executed, un-redacted, copy of which must be provided to City, and SRI or an SRI Affiliate thereafter secures an Exemption, or (iii) the Exemption is granted in accordance with Section 218 of the California Revenue and Taxation Code, then Covenantor shall pay annually to the City, a payment in lieu of taxes (the "**PILOT**") in an amount equal to the portion of the real and personal property tax levy the City would have received for the Covenant Parcel but for the Exemptions based on the assessed value of the Covenant Parcel as determined by the San Mateo County Assessor's Office and as increased annually by the amount permitted under the provisions of Article XIIIA, Section 2, of the California Constitution. The amount of the PILOT shall be determined by the City in consultation with the San Mateo County Assessor's Office. If Covenantor disputes the City's determination, Covenantor must pay the full invoiced amount, and may thereafter seek administrative review by the City. If that administrative review does not resolve the dispute, then Covenantor may seek a refund in accordance with Chapter 1.32 of the Menlo Park Municipal Code. If the City determines, or a court or neutral arbiter determines, that the amount paid exceeds the actual PILOT due, City shall refund the overpaid amount.

2. The PILOT, if applicable, shall be payable on the date that the second installment of property taxes would otherwise have been due and payable for the Covenant Parcel. Any PILOT which is not paid when due shall accrue interest at the lesser of ten percent (10%) per annum or the highest rate allowed by applicable law.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

3. The covenants contained in this PILOT Agreement shall remain in effect in perpetuity; any successor of Covenantor to the Covenant Parcel shall be bound by the covenants, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. Failure by Covenantor or its successors or assigns to perform its or their obligations hereunder shall constitute a default under this PILOT Agreement and the Development Agreement, and City may institute legal action to cure, correct or remedy such default, to recover damages for such default or to obtain any other remedy whether at law or in equity, consistent with the purpose of this PILOT Agreement.

5. City is deemed the beneficiary of the terms and provisions of this PILOT Agreement and of the covenants running with the land, for and in their own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this PILOT Agreement and the covenants running with the land have been provided, without regard to whether City has been, remains or is an owner of any land or interest therein in the Covenant Parcel or Project. City, shall have the right, if this PILOT Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this PILOT Agreement and covenants may be entitled.

6. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be given in writing and directed to the City and Covenantor as follows:

If to the City,:	City of Menlo Park 701 Laurel St. Menlo Park, CA 94025 Attention: City Manager
with a copy to:	City of Menlo Park 701 Laurel St. Menlo Park, CA 94025 Attention: City Attorney
If to Covenantor:	XXX
with a copy to:	XXX

Notices to be deemed effective if delivered by certified mail, return receipt requested, commercial courier or by facsimile, with delivery to be effective upon verification of receipt. Any party may change its respective address for notices by providing written notice of such change to the other party.

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

7. This PILOT Agreement, including the Recitals (which are hereby incorporated by reference), contains the entire agreement between the parties with respect to the subject matter hereof and supersedes whatever oral or written understanding they may have had prior to the execution of this PILOT Agreement and the Development Agreement. No waiver, alteration, modification, or termination of this PILOT Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

8. No waiver of any provision of this PILOT Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9. This PILOT Agreement shall be deemed to be jointly prepared by all parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the parties hereto. The words "including," "included," "include" and words of similar import shall be not be interpreted as words of exclusion but shall instead be interpreted as though followed by the words "but not limited to" or "without limitation." No waiver by City of any breach or default of any provision of this PILOT Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach or default by Covenantor of the same or any other provision. The invalidity of any provision of this PILOT Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

10. The parties represent and warrant that each has the full right, power and authority to carry out its obligations under this PILOT Agreement. The individuals executing this PILOT Agreement on behalf of the parties represent and warrant that they have full power and authority to execute and deliver this PILOT Agreement on behalf of such party.

11. All provisions of this PILOT Agreement, including the benefits and burdens, are equitable servitudes, run with the Covenant Parcel and are binding upon the heirs, executors, successors, assigns and personal representatives of Covenantor and inure to the benefit of City and its and their successors and assigns. Each and every contract, deed or other instrument covering, conveying or otherwise transferring the Covenant Parcel or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to this PILOT Agreement.

12. The City and the public are the intended beneficiaries of this PILOT Agreement, and the City shall have the sole and exclusive power to enforce this PILOT Agreement. This PILOT Agreement shall not be deemed to create any third-party beneficiary rights for any person or entity. It is intended that the City may enforce this PILOT Agreement, on its own behalf or on behalf of the public, in order to implement the provisions of the Development Agreement. No other person or persons, other than the City and the Covenantor and their assigns and successors, shall have any right of action hereon.

13. In the event any action is brought by any party hereto as against another party hereto for the enforcement or declaration of any right or remedy in or under this PILOT Agreement or for the breach of any covenant or condition hereof, the prevailing party shall be

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court therein including, but not limited to, attorneys' fees and costs.

14. This PILOT Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

Docusign Envelope ID: 74084DED-62E9-4392-825B-08DBE113DD13

"**CITY**"

CITY OF MENLO PARK, a municipal corporation

By:_____
Justin I. C. Murphy, City Manager
[notary acknowledgement required]

ATTEST:

By:_____
Judi A. Herren, City Clerk

APPROVED AS TO FORM:

By:_____
Nira F. Doherty, City Attorney

"COVENANTOR" "

[_____, a _____]

By:_____

Print Name:_____

Title:_____
[notary acknowledgment required]

By:_____

Print Name:_____

Title:_____
[notary acknowledgment required]

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ATTACHMENT A

COVENANT PARCEL LEGAL DESCRIPTION

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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

State of California
County of Sacramento }

On _____, before me, _____, Notary Public,

personally appeared _____

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

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

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

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Description of attached document

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Document Date:_____Number of Pages:_____

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Policy	Summary	Consistency Analysis
Policy LU 2.1 Neighborhood Compatibility	Ensure that new residential development possesses high-quality design that is compatible with the scale, look, and feel of the surrounding neighborhood and that respects the City's residential character.	• The project would adhere to extensive design standards outlined in the CDP and developed for the project
Policy LU 2.2 Open Space	Require accessible, attractive open space that is well maintained and uses sustainable practices and materials in all new multiple dwelling and mixed-use development.	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including a public park to be dedicated to the City) that would include areas for active and passive uses such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park. Programming for the public park would be developed through an outreach process
Policy LU 2.5 Below Market Rate Housing	Require residential developments of five or more units to comply with the provisions of the City's Below-Market Rate (BMR) Housing Program, including eligibility for increased density above the number of market rate dwellings otherwise permitted by the applicable zoning and other exceptions and incentives	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy LU 2.6 Underground Utilities	Require all electric and communications lines serving new development to be placed underground	• Electric and communication lines would be placed underground
Policy LU 2.9 Compatible Uses	Promote residential uses in mixed-use arrangements and the clustering of compatible uses such as employment centers, shopping areas, open space and parks, within easy walking and bicycling distance of each other and transit stops.	• The project would include a mix of uses (office/R&D and residential, with some retail/restaurant components) and is located in close proximity to downtown Menlo Park employment centers • The project would include 12 acres of publicly accessible open space and increase bicycle and pedestrian connections
Policy LU 4.4 Community Amenities	Require proposed development projects of a certain minimum scale to support and contribute to programs that benefit the community and the City, including education, transit, transportation, infrastructure, sustainability, neighborhood-serving amenities, child care, housing, job training, and meaningful employment for Menlo Park youth and adults	• The proposed project includes a development agreement which includes community benefits such as dedication of a public park, dedication of a parcel to an affordable housing developer for a 100% affordable building, publicly accessible event space and sustainability and transportation benefits, among others
Policy LU 4.7	Evaluate proposed development of a certain minimum scale for its potential	• The City prepared a fiscal impact analysis and supplemental memo to

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Fiscal Impacts	fiscal impacts on the City and community	disclose the fiscal impacts of the proposed project on the City and special districts
Policy LU 6.2 Open Space in New Development	Require new nonresidential, mixed use, and multiple dwelling development of a certain minimum scale to provide ample open space in form of plazas, greens, community gardens, and parks whose frequent use is encouraged through thoughtful placement and design	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including the public park to be dedicated to the City) that would include areas such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park
Policy LU 6.4 Park and Recreational Land Dedication	Require new residential development to dedicate land, or pay fees in lieu thereof, for park and recreation purposes.	• The DA includes dedication of a park and payment of a rec in lieu fees
Policy LU 6.8 Landscaping in Development	Encourage extensive and appropriate landscaping in public and private development to maintain the City's tree canopy and to promote sustainability and healthy living, particularly through increased trees and water-efficient landscaping in large parking areas and in the public right-of-way.	• Approximately 336 heritage trees would be retained at the project site and 860 new trees would be planted • Including retained non-heritage trees, the site would contain a total of 1,392 trees
Policy LU 6.9 Pedestrian and Bicycle Facilities	Provide well-designed pedestrian and bicycle facilities for safe and convenient multi-modal activity through the use of access easements along linear parks or paseos	• The project would include new pedestrian and bicycle connections through the site and upgrades along the northern and southern boundaries of the site
Policy LU 7.1 Sustainability	Promote sustainable site planning, development, landscaping, and operational practices that conserve resources and minimize waste.	• The project would comply with the City's water efficient landscaping ordinance, CalGreen code requirements, and be designed to meet waste planning and LEED requirements per the C-1-S zoning district
Policy LU 7.5 Reclaimed Water Use	Implement use of adequately treated "reclaimed" water (recycled/non-potable water sources such as, graywater, blackwater, rainwater, stormwater, foundation drainage, etc.) through dual plumbing systems for outdoor and indoor uses, as feasible	• The proposed project would be dual plumbed for future use of recycled water • The development agreement includes future connections for recycled water
Policy LU 7.9 Green Building	Support sustainability and green building best practices through the orientation, design, and placement of buildings and facilities to optimize their energy efficiency in preparation of State zero-net energy requirements for residential construction in 2020 and commercial construction in 2030.	• The project would be designed to comply with the City's applicable LEED requirements; and would comply with the City's Green and Sustainable Building requirements

Policy CIRC 2.11 Design of New Development	Require new development to incorporate design that prioritizes safe pedestrian and bicycle travel and accommodates senior citizens, people with mobility challenges, and children	• The project would install frontage improvements and Class I multi-modal bicycle and pedestrian paths along the northern and southern project boundaries, and Class IV bike lanes along the Laurel Street frontage • The project includes pedestrian paths through the site that would eventually connect to the Middle Ave. Caltrain undercrossing and other pedestrian improvements
Policy CIRC 2.14 Impacts of New Development	Require new development to mitigate its impacts on the safety (e.g., collision rates) and efficiency (e.g., vehicle miles traveled (VMT) per service population or other efficiency metric) of the circulation system. New development should minimize cut-through and high-speed vehicle traffic on residential streets; minimize the number of vehicle trips; provide appropriate bicycle, pedestrian, and transit connections, amenities and improvements in proportion with the scale of proposed projects; and facilitate appropriate or adequate response times and access for emergency vehicles.	• The EIR evaluated the project's potential impact on VMT and determined that its impact would be less than significant when mitigation measures were incorporated as part of project implementation • The project was designed to reduce cut through traffic through the alignment of driveways • The project would include publicly accessible pathways which would provide pedestrian access and improve pedestrian and bicycle infrastructure in the area • The project includes a transportation demand management (TDM) plan that would reduce project trips by 35% • The project would install frontage improvements to facilitate bike and pedestrian connections within the vicinity of the project site
Policy CIRC 6.3 Shuttle Service	Encourage increased shuttle service between employment centers and the Downtown Menlo Park Caltrain station.	• As part of the DA, the project would either make payments towards the City's shuttle or provide its own
Policy CIR 7.1 Parking and New Development	Ensure new development provides appropriate parking ratios, including application of appropriate minimum and/or maximum ratios, unbundling, shared parking, electric car charging, car sharing, and Green Trip Certified strategies to accommodate residents, employees, customers, and visitors	• The proposed project is consistent with the parking requirements in the proposed C-1-S zoning district as modified through the CDP • During the architectural control stage, staff would verify that the project provides sufficient EV charging facilities per the City's EV Charging Ordinance • Parking for the multi-family buildings would be unbundled and the 100% affordable building would share parking with non-residential components of the project
Policy H4.2 Housing to Address	Strive to provide opportunities for new housing development to meet the City's share of its Regional Housing Needs Allocation (RHNA). In doing so, it is the	• Project would provide 97 inclusionary housing units and up to 154 additional BMR units on a parcel to be dedicated to an affordable housing developer

Local Housing Needs	City's intent to provide an adequate supply and variety of housing opportunities to meet the needs of Menlo Park's workforce and special needs populations, striving to match housing types, affordability and location, with household income, and addressing the housing needs of extremely low income persons, lower income families with children, shared housing and lower income seniors.	• Project would provide various types of units within the project including apartments of various sizes, attached townhomes and detached townhomes addressing housing needs for various types of households, which would contribute to the City's RHNA numbers
Policy H4.4 Variety of Housing Choices	Encourage well-designed residential mixed-use developments where residential use is appropriate to the setting. Encourage mixed-use development in proximity to transit and services, such as shopping centers, the C-4 district along Willow Road near the Willows neighborhood, properties zoned C-1, C-1-A, C-1-C, C-2 and C-2-A, C-2-B, C-2-S, and P, as well as near the downtown to support downtown businesses (consistent with the El Camino Real/Downtown Specific Plan).	• The project includes a mix of uses and a variety of housing types (attached and detached townhomes and apartments of various sizes • The project would provide housing near the Caltrain station and downtown Menlo Park
Policy H4.10 Preferences for Affordable and Moderate-Income Housing	Implement BMR and moderate-income housing preferences for people living or working in Menlo Park to the extent consistent with Fair Housing laws.	• To the extent consistent with State Law, the City is applying its BMR preferences to the project, consistent with this policy
Policy H4.11 Inclusionary Housing Approach	Require residential developments involving five (5) or more units to provide very low-, low- and moderate-income housing units. In-lieu fees are allowed but not encouraged.	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy H4.16 Neighborhood Responsibilities within Menlo Park	Seek ways specific to each neighborhood to provide additional housing as part of each neighborhood's fair share responsibility and commitment to help achieve community-wide housing goals.	• This project would bring 800 residential units near downtown

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK, CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PARKLINE MASTER PLAN PROJECT, MAKING FINDINGS, AND ADOPTING A STATEMENT OF OVERRIDING CONSIDERATIONS AND A MITIGATION MONITORING AND REPORTING PROGRAM, ALL PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, FOR THE PARKLINE MASTER PLAN PROJECT LOCATED AT 201, 301 AND 333 RAVENSWOOD AVENUE AND 555 and 565 MIDDLEFIELD ROAD, MENLO PARK, CALIFORNIA, ALSO IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, and 062-390-780

WHEREAS, LPGS Menlo, LLC, a Delaware limited liability company ("Project Sponsor") submitted an application requesting approval of a General Plan Amendment, both to the text of the land use element and the land use map, Zoning Text Amendment, Zoning Map Amendment, Conditional Development Permit, Below Market Rate Housing Agreement, Vesting Tentative Map, and a Development Agreement to redevelop SRI International's existing approximately 63.2-acre research campus with up to 800 units of housing; approximately 1,093,602 square feet (SF) of office/research-and-development (R&D) uses, commercial amenities, open space improvements, and on- and offsite infrastructure improvements for the Parkline Master Plan Project ("Proposed Project" or "Parkline Master Plan Project") which was later revised to limit the amount of non-residential square footage to 1,000,000 SF, primarily consisting of office/R&D uses, inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space, located at 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road in the City of Menlo Park ("City") (APNs: 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780)(the "SRI Site"), and which was later revised to include the approximately 1-acre First Church of Christ, Scientist property at 201 Ravenswood Avenue (APN: 062-390-050) (together with the SRI Site, the "Project Site"); and

WHEREAS, approval of the Project Sponsor's proposal is considered a "project" for purposes of the California Environmental Quality Act ("CEQA"), Public Resources Code Section 21000 et seq., and California Code of Regulations Title 14, Section 15000 et seq. ("CEQA Guidelines") because it requires discretionary actions by the City; and

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

WHEREAS, in accordance with CEQA the City determined that an Environmental Impact Report ("EIR") was required to evaluate the impacts of the Parkline Master Plan Project; and

WHEREAS, the City released a Notice of Preparation (NOP) for the Parkline Master Plan Project EIR (EIR) on December 2, 2022, for a 30-day public review period. The City held a public scoping meeting on December 12, 2022, before the City's Planning Commission. Written comments received by the City on the NOP, as well as oral comments at the public scoping meeting, regarding the potential environmental impacts of the Parkline Master Plan Project, were taken into account during preparation of the Draft Environmental Impact Report ("Draft EIR" or "DEIR"); and

WHEREAS, during preparation of the Draft EIR, Project Sponsor was able to obtain site control of the 201 Ravenswood Avenue parcel, which allowed for certain site plan revisions, including an increase of 250 total housing units (for a total of up to 800 units) as compared to the initial Proposed

Project to be studied under the Draft EIR. The revised site plan is studied under the Draft EIR as an "Increased Development Variant" or "Project Variant"; and

WHEREAS, the EIR includes a description and evaluation of environmental impacts of both the "Proposed Project" and the "Project Variant," which is evaluated in Chapter 4 of the Draft EIR. The Project Variant is a variation of the Proposed Project at the Project Site generally with the same objectives, background, and development controls, with the following differences: (1) the Project Site was slightly expanded to include the approximately 1-acre 201 Ravenswood Avenue property), (2) the Project Variant would include up to 250 additional residential rental dwelling units compared to the Proposed Project (an increase from 550 to 800 units, including 251 below-market-rate (BMR) units inclusive of up to 154 units to be developed by an affordable housing developer in a standalone building); (3) the Project Variant would reduce the underground parking footprint within the Project Site, but would increase the area and height of structured parking garages; (4) the Project Variant would potentially include an approximately 2- to 3-million-gallon emergency water reservoir to be built and operated by the City of Menlo Park that would be buried below grade in the northeast area of the Project Site, which would include a small pump station, an emergency well, and related improvements that would be built at or below grade (i.e., emergency generator, disinfection system, surge tank). The Project Variant would not differ from many of the other basic characteristics of the Proposed Project, particularly with respect to the commercial component; and

WHEREAS, the Draft EIR (State Clearinghouse No. 2022120058) was released on June 20, 2024, for a 45-day review period that ended on August 5, 2024. On June 20, 2024, Notices of Completion and Availability of the Draft EIR were posted to the San Mateo County Clerk's Office, mailed to property owners and tenants within a 0.25-mile radius of the Project Site, noticed to the state, regional and local agencies and cities, and circulated through the State Clearinghouse. The public review period included one duly-noticed Planning Commission hearing on July 22, 2024, which was open to the public. Comments on the Draft EIR were received from 5 agencies, 2 organizations, 18 individuals, and oral comments provided by community members and Planning Commissioners at the July 22, 2024 Planning Commission Draft EIR public hearing; and

WHEREAS, the City determined that the comments submitted during the comment period did not result in new significant information requiring recirculation of the Draft EIR; and

WHEREAS, on July 7, 2025, the City released a response-to-comments document responding to comments on the Draft EIR, and a Final EIR for circulation, which consists of the Draft EIR (incorporated by reference), all comments received on the Draft EIR, written responses to comments received on the Draft EIR in a response-to-comments document, and revisions to the Draft EIR (collectively the "Final EIR"); and

WHEREAS, in response to community feedback regarding the Project Variant, the Project Sponsor further modified the Project Variant by reducing the amount of non-residential development (primarily office/R&D building space) to a maximum of 1,000,000 SF, inclusive of the 287,000 SF comprising existing Buildings P, S and T, and up to 45,000 SF of commercial/retail uses. Accordingly, the Project Variant has been revised further to encompass: (i) construction of office/R&D buildings of approximately 1,000,000 SF, inclusive of approximately 287,000 SF in existing Buildings P, S and T, which may be replaced in the future, and up to 45,000 SF of commercial/retail space to replace 35 buildings of approximately 1,093,602 SF that would be demolished along with the demolition of a church and associated multi-use building on the 201 Ravenswood Avenue parcel ; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; (iii) provision of parking

spaces (surface spaces and within no more than three parking garages) in accordance with the provisions of the Zoning Amendments for the Project; (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; and (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (hereinafter, the "Parkline Master Plan Project" or "Project"), and represents the Project for which the Project Sponsor is seeking entitlements from the City; and

WHEREAS, the Parkline Master Plan Project reduces the amount of the new office/R&D building space by approximately 380,000 SF in comparison to the Project Variant, and the remaining components of the Project remain the same as the Project Variant. Therefore, the environmental analysis provided in the EIR for the Project Variant provides a conservative analysis of the impacts of the Parkline Master Plan Project, and no new significant environmental impacts and no substantial increases in the severity of previously identified impacts have resulted as a result of this reduction in office/R&D building space after the release of the EIR; and

WHEREAS, the City has reviewed and considered the Final EIR, which in the City's view, supports the approval of Project; and

WHEREAS, where feasible, mitigation measures have been incorporated into the Project to reduce identified impacts to a less-than-significant level; and

WHEREAS, the City has prepared a Mitigation Monitoring and Reporting Program (MMRP) pursuant to Public Resources Code Section 21081.6 and CEQA Guidelines Section 15097; and,

WHEREAS, the City has determined that no feasible mitigation exists for certain significant and unavoidable impacts related to construction noise, construction vibration, and historic resources impacts of the Project that would reduce the impacts to a less-than-significant level and significant and unavoidable cumulative impacts related to construction noise; and

WHEREAS, under applicable provisions of CEQA Guidelines Section 15092(b), the Project may not be approved or carried out unless the City has eliminated or substantially lessened all significant effects on the environment where feasible, or determined that any remaining significant effects on the environment found to be unavoidable are acceptable due to overriding concerns; and

WHEREAS, a Statement of Overriding Considerations for the Project has been prepared pursuant to Public Resources Code sections 21002 and 21081, and CEQA Guidelines sections 15092 (b) and 15903, which evaluates the benefits of the Project against each of its unavoidable impacts and sets forth specific economic, legal, social, technological or other considerations which make infeasible the mitigation measures or alternatives identified in the EIR and that specific overriding economic, legal, social, technological or other benefits of the Project outweigh the significant effects on the environment; 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 August 25, 2025, where all persons interested therein might appear and be heard; and

WHEREAS, at that same hearing, the City Planning Commission, having fully reviewed, considered, and evaluated all testimony and evidence submitted in this matter, voted affirmatively to adopt Planning Commission Resolution No. 2025-038 recommending the City Council certify the EIR, make the findings required by CEQA, and adopt the MMRP and statement of overriding consideration; and

WHEREAS, after notice having been lawfully given, a duly noticed public hearing was held before the City Council on September 30, 2025, whereat all persons interested therein might appear and be heard and at which the City Council considered the Final EIR and the merits of the Parkline Master Plan Project; and

WHEREAS, the City Council has reviewed and considered 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 City Council public hearings, and found that the Final EIR was prepared in compliance with CEQA; and

WHEREAS, the City Council certifies that it has reviewed the comments received and the 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 Parkline Master Plan Project and is supported by substantial evidence; and

WHEREAS, the Final EIR identified certain 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 City 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 City Council believes justify the occurrence of those impacts; and

WHEREAS, the City Council, has fully reviewed, considered, and evaluated all testimony and evidence submitted in this matter.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

BE IT FURTHER 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, and adopts the Statement of Overriding Considerations and MMRP as follows:

I. STATUTORY REQUIREMENT FOR FINDINGS

These findings have been prepared by the City as the Lead Agency pursuant to Section 21081 of the Public Resources Code (PRC) and Sections 15091, 15092, and 15093 of the State California Environmental Quality Act (CEQA) Guidelines concerning the Environmental Impact Report (EIR) prepared for the Parkline Master Plan Project. Section 21081 of the PRC and Section 15091 of the CEQA Guidelines provide that no public agency shall approve or carry out a project for which an EIR has been certified that identifies one or more significant environmental effects of the project unless the public agency makes one or more written findings for each of those significant effects, accompanied by a brief explanation of the rationale for each finding. The possible findings are:

1. Changes or alterations have been required in, or incorporated into, the project, which avoid or substantially lessen the significant environmental effects as identified in the final EIR.
2. Such changes or alterations are the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provisions of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the final EIR.

In accordance with Public Resources Code Section 21081 and CEQA Guidelines Sections 15091 and 15093, the City has made one or more of the above specific written findings regarding significant impacts associated with the Parkline Master Plan Project. Those findings are presented below, along with the rationale behind each of the findings.

The findings included in this Resolution support the approval of the Project, as well as adoption of the feasible mitigation measures set forth below, which when implemented, avoid or substantially lessen significant environmental effects identified in the Final EIR to the extent feasible. These findings also incorporate by reference the discussion and analyses in the Final EIR regarding the impacts and mitigation measures designed to address those impacts.

In these findings, references to certain pages or sections of the Draft or Final EIR are for ease of reference and are not intended to provide an exhaustive list of the evidence relied upon for these findings. A full explanation of the substantial evidence supporting these findings can be found in the Final EIR. The documents and other materials that constitute the complete record of proceedings on which the Project findings are described in Section V, Record of Proceedings, below.

Section VIII of this document presents the Statement of Overriding Considerations for the Project, set forth below, which identifies the specific overriding economic, legal, social, technological, or other benefits of the Project that outweigh the significant environmental impacts identified in the Final EIR.

II. PROJECT DESCRIPTION

A. Summary of Proposed Project, Project Variant, and the Parkline Master Plan Project

The Proposed Project includes a new office/research-and-development (R&D) campus of approximately 1,093,602 square feet (SF) with no increase in office/R&D square footage; up to 550

new dwelling units at a range of affordability levels; new bicycle and pedestrian connections; approximately 26.4 acres of open space; and decommissioning of a 6-megawatt natural gas cogeneration plant that generates power and steam energy for the SRI International Campus. The Proposed Project would demolish 35 of the 38 existing buildings on the Project Site. Existing Buildings P, S, and T, comprising approximately 286,730 sf, would remain onsite and continue to be operated by SRI International and its tenants; accordingly, the Proposed Project contemplated approximately 1,380,332 SF of new and existing office/R&D space.

During preparation of the Draft EIR, the Project Sponsor was able to obtain site control of the 201 Ravenswood Avenue parcel that is adjacent to the SRI site, which allowed for certain site plan revisions, including an increase of 250 total housing units (for a total of up to 800 units) as compared to the initial Proposed Project to be studied under the Draft EIR. The revised site plan is studied under the Draft EIR as an “Increased Development Variant” or “Project Variant”.

The Project Variant would not differ from many of the basic characteristics of the Proposed Project, particularly with respect to the commercial component. For example, total office/R&D development under the Project Variant would remain the same as under the Proposed Project. Certain residential uses, including the affordable housing site and a limited number of townhome units, would shift to the corner of the site nearest to the intersection of Middlefield Road and Ravenswood Avenue. In addition, the existing buildings associated with First Church of Christ, Scientist and Alpha Kids Academy (Chapel buildings) located at 201 Ravenswood would be demolished.

In response to community feedback regarding the Project Variant, the Project Sponsor has proposed to modify the Project Variant by reducing the amount of non-residential development (consisting primarily of office/R&D building space) to a maximum of 1,000,000 SF, inclusive of the 287,000 SF comprising existing Buildings P, S and T, and up to 45,000 SF of commercial/retail uses. This revised Project Variant with a reduced amount of new office/R&D building space is the “Parkline Master Plan Project,” or “Project”. Other than this reduction in office/R&D space of approximately 380,000 SF, the Project would not differ from the Project Variant.

The environmental impact analysis for the Proposed Project is in Chapter 3 of the Final EIR. The environmental impact analysis for the Project Variant is in Chapter 4 of the Final EIR. The Project Sponsor is seeking entitlements from the City for the Project and these Findings of Fact have been prepared to support the City staff’s recommendation to the Planning Commission and City Council to approve the Project.

Generally, the Parkline Master Plan Project would be developed with the same objectives, background, and development controls as the Proposed Project and Project Variant but with the following differences:

1. The Project Site has been expanded to include the parcel at 201 Ravenswood Avenue to create a continuous Project frontage area along Ravenswood Avenue and increase the overall Project Site by approximately 43,762 sf (approximately 1.0 acre), for a total of approximately 64.2 acres;

2. The Project and the Project Variant would include up to 250 additional residential rental dwelling units compared to the Proposed Project (an increase from 550 to 800 units, including 251 BMR units inclusive of up to 154 units to be developed by an affordable housing developer in a standalone building);

3. The Project and the Project Variant would reduce the underground parking footprint within the site, both by removing underground parking from the multifamily residential buildings in the residential area and removing the underground parking connection between office/ R&D Building O1 and Building O5. As a result, Parking Garage (PG) 1 and PG2 increase in square footage and height compared to the Proposed Project and the number of structured spaces increases by 400 (with no change in the total number of parking spaces proposed for the office/R&D buildings);

4. The Project and the Project Variant would include an optional approximately 2- to 3-million-gallon emergency water reservoir that would be buried below grade in the northeast area of the Project Site under an area devoted to recreational activities. The facility would also include small pump station, an emergency well, and related improvements that would be built at and below grade (i.e., emergency generator, disinfection system, surge tank) (referred to as “reservoir” throughout this document). It would be built and operated by the City of Menlo Park; and

5. The Parkline Master Plan Project would reduce the amount of non-residential development (consisting primarily of office/R&D building space) to a maximum of 1,000,000 SF, inclusive of the 287,000 SF comprising existing Buildings P, S and T, and up to 45,000 SF of commercial/retail uses. Other than this reduction in office/R&D space of approximately 380,000 SF, the Project would not differ from the Project Variant.

B. Project Objectives

The following are objectives of the Parkline Master Plan Project:

- Redevelop an aging R&D campus into a financially viable residential and commercial mixed-use neighborhood that cohesively balances office/R&D uses, multifamily residential uses, open space, and community-serving uses, with no net increase in office/R&D square footage compared to existing conditions.
- Increase the City’s housing supply and progress towards its state-mandated housing goals by providing at least 800 new housing units with a mix of types and sizes, including at least 15 percent for low- and moderate-income households, consistent with the City’s Below Market Rate Housing Program, and dedicate a portion of the Project Site to an affordable housing developer for future development of up to approximately 154 units of affordable or special-needs housing.
- Ensure the continuity of SRI International’s on-going use of existing satellite transmission equipment onsite, which requires unobstructed sightlines to the horizon to ensure no disruption to ongoing research operations.

- Replace obsolete and unsustainable commercial and/or institutional buildings with new state-of-the-art, highly sustainable commercial buildings with flexible floor plates that can accommodate a variety of office and/or R&D tenants.
- Orient new office/R&D buildings in a configuration that leverages operational efficiencies, such as the ability to share amenity spaces, parking, and ensure that the business and security needs of future commercial tenants are met.
- Improve bicycle and pedestrian connectivity and safety within and between the Project Site and adjacent neighborhoods to promote an active public realm and establish interconnected neighborhoods.
- Create separation between the residential uses along Laurel Street and the office/R&D uses by providing independent vehicular access, circulation, and parking/loading areas.
- Provide accessible open space throughout the Project Site, including a large central commons area adjacent to the office/R&D buildings, to create a vibrant park-like setting that emphasizes the preservation of heritage trees where feasible, encourages passive and active recreational activities and promotes health and wellness for residents, tenants, and visitors.
- Use advances in architectural, landscape design and site planning practices to create distinctive and viable residential and commercial areas within the Project Site that complement the adjacent neighborhoods.
- Incorporate complementary community recreational and retail uses that encourage an active and healthy lifestyle for residents, tenants, and visitors.
- Create a thriving transit-oriented development that facilitates efforts to reduce vehicle miles traveled by siting commercial and residential uses near existing transit corridors and public transportation facilities, and promoting alternatives to automobile transit through implementation of a Transportation Demand Management plan, new bicycle/pedestrian access, and ease of movement between buildings.
- Support local and regional efforts to reduce greenhouse gas emissions, respond to climate change, and promote energy and water efficiency and resource conservation, by incorporating sustainable design features and resource conservation measures that align with the City's goals.
- Decommission the existing onsite cogeneration plant to achieve significant reductions in greenhouse gas emissions within the City and region.
- Generate positive fiscal impacts on the local economy and revenue for the City's general fund and other public agencies through enhancing property values, increasing property tax revenue, creation of jobs, and payment of development fees.
- Establish the flexibility to phase construction of the Project in response to market conditions.
- Bolster the City's reputation as a hub for technological advancement and innovation and recognize SRI International's contributions to society and the growth of Silicon Valley.
- Facilitate the City's desire to implement an emergency water supply and storage project on the Project Site as feasible to increase Menlo Park's resilience in the event of an emergency.

C. Construction and Phasing

The same general construction phasing and hours are expected to occur under the Project, as under the Project Variant and the Proposed Project. However, the Project and Project Variant would result in an extended construction schedule, more overall equipment, and more haul trips during Phase 1 due to the increased residential development compared to the Proposed Project. In total, construction of the Project and Project Variant would take approximately 99 months, compared to approximately 77 months under the Proposed Project. Overall, a similar amount of ground disturbance would occur with the Project and Project Variant compared to the Proposed Project, except that development on the 201 Ravenswood Avenue parcel would also occur. The Project and Project Variant would result in approximately 3,133,000 sf (71.9 acres) of ground disturbance during construction, inclusive of right-of-way and offsite improvements along the Project Site frontages. In comparison, the Proposed Project would result in approximately 2,981,000 sf (68.4 acres) of ground disturbance during construction. Similar to the Proposed Project, construction equipment for the Project and Project Variant would be electric or Tier 4 and would include concrete/industrial saws, excavators, rubber-tired dozers, tractors, loaders, backhoes, welders, graders, scrapers, drill rigs, cranes, forklifts, generator sets, pavers, paving equipment, rollers, industrial saws, and aerial lifts.

III. ENVIRONMENTAL REVIEW PROCESS

Pursuant to CEQA, lead agencies are required to consult with public agencies having jurisdiction over a proposed project and to provide the general public with an opportunity to comment on the Draft EIR. An NOP was released for the Proposed Project on December 2, 2022, for a 30-day public review period, during which time interested agencies and the public could submit comments about the Proposed Project. The City also held a public scoping meeting on December 12, 2022, before the Planning Commission. Consistent with CEQA Guidelines 15084(c), all comments received on the NOP were considered during preparation of the Draft EIR and addressed in the respective CEQA topic sections, where applicable. Given the substantial similarities between the Proposed Project and Project Variant, the comments received on the NOP were considered in the context of the Draft EIR's evaluation of both the Proposed Project and the Project Variant.

The Draft EIR was released on June 20, 2024, for a 45-day public review period that ended on August 5, 2024. On June 20, 2024, Notices of Completion and Availability of the Draft EIR were posted to the San Mateo County Clerk's Office; mailed to property owners and tenants within a 0.25-mile radius of the Project Site; noticed to state, regional, and local agencies and cities; and circulated through the State Clearinghouse. The Draft EIR was also made available to the general public online at https://www.menlopark.gov/parkline. Printed copies of the Draft EIR were available for review at the Menlo Park City Library (800 Alma Street) and the Belle Haven Library (100 Terminal Avenue). During this review period, the document was reviewed by various state, regional, and local agencies as well as interested organizations and individuals. Comment letters on the Draft EIR were received from five agencies, two organizations, and 18 individuals. The public review period also included a duly noticed Planning Commission hearing on July 22, 2024, at which time the public and Planning Commissioners provided oral comments on the Draft EIR.

Comment letters received on the Draft EIR and oral comments provided at the public hearing are included in their entirety in the Final EIR.

The City prepared responses to comments received during the Draft EIR comment period raising substantive environmental issues.

No new significant environmental impacts and no substantial increases in the severity of previously identified impacts have resulted after responding to comments. In addition, there are no feasible alternatives or mitigation measures that are considerably different from others previously analyzed that would clearly lessen the environmental impacts of the Proposed Project, the Project Variant, or the Project. Pursuant to Section 15132 of the CEQA Guidelines, the EIR consists of the following, and is referred to herein as the Final EIR or EIR:

- The Draft EIR, including all of its appendices:
- The Responses-to-Comments (RTC) document providing responses to significant environmental issues raised during the public review process, including revisions to the Draft EIR; and
- A list of persons, organizations, and public agencies commenting on the Draft EIR, included in the RTC document.

The Final EIR was released on July 1, 2025. The Final EIR was made available to the general public online at https://www.menlopark.gov/parkline. Printed copies of the Final EIR were available for review at the Menlo Park Library (800 Alma Street) and the Belle Haven Library (100 Terminal Drive).

In response to community feedback regarding the Project Variant, the Project Sponsor has proposed to modify the Project Variant by reducing the amount of non-residential building space to a maximum of 1,000,000 SF, inclusive of the 287,000 SF comprising existing Buildings P, S and T, new office/R&D space, and up to 45,000 SF of commercial/retail uses. This revised Project Variant, encompassing a reduction in the amount of new non-residential building space of approximately 380,000 sf, is the Parkline Master Plan Project or Project. As the Parkline Master Plan Project reduces the amount of the new non-residential building space by approximately 380,000 SF in comparison to the Project Variant, and the remaining components of the Project remain the same as the Project Variant, the environmental analysis provided in the EIR for the Project Variant therefore provides a conservative analysis of the impacts of the Parkline Master Plan Project, and no new significant environmental impacts and no substantial increases in the severity of previously identified impacts have resulted as a result of this reduction in office/R&D building space after the release of the EIR.

The Planning Commission considered the Final EIR at a duly noticed public hearing on August 25, 2025, at the conclusion of which the Planning Commission voted affirmatively to recommend to the City Council to certify the Final EIR pursuant to CEQA. On September 30, 2025, the City Council held a duly noticed public hearing, at which the City Council independently considered the Final EIR and the Planning Commission’s recommendation.

The MMRP setting forth the mitigation measures that have been proposed for adoption is attached with these findings as Exhibit A, which is incorporated herein by reference, as required by Public Resources Code section 21081.6, subdivision (a)(1), and CEQA Guidelines sections 15091, subdivision (d), and 15097. The MMRP provides a table setting forth each feasible mitigation measure listed in the EIR that is required to reduce or avoid a significant adverse impact. The MMRP also specifies the agency responsible for implementation of each measure. Where the Project Sponsor is required to participate in the implementation of a mitigation measure, the MMRP also states this requirement. The MMRP also sets forth agency monitoring actions and a monitoring schedule for each mitigation measure. Where mitigation measures must be adopted and/or implemented by particular responsible agencies, the MMRP identifies the agencies involved and the actions they must take. All of the City's specific obligations are also described.

The full text of each mitigation measure summarized or cited in these findings is also set forth in the MMRP.

IV. CERTIFICATION OF THE EIR

In accordance with CEQA Guidelines Section 15090, the City, acting by and through its City Council, hereby certifies the Final EIR, inclusive of the Parkline Master Plan Project, and finds that the Final EIR has been completed in compliance with CEQA and the CEQA Guidelines. The City further certifies that it has reviewed and considered the information contained in the Final EIR and in the administrative record prior to approving the Parkline Master Plan Project. The City further certifies that the Final EIR reflects its independent judgment and analysis.

V. RECORD OF PROCEEDINGS

For purposes of CEQA and these findings, the record of proceedings consists of the following documents and testimony related to the Proposed Project, Project Variant, and/or Parkline Master Plan Project:

(a) The NOP and all other public notices issued by the City;

(b) All applications for approvals and development entitlements submitted to the City;

(c) The Draft EIR and the technical appendices, dated June 2024;

(d) All comments submitted by agencies or members of the public during the public comment period on the Draft EIR;

(e) The Final EIR, including comments received on the Draft EIR, responses to those comments, revisions to the Draft EIR;

(f) The MMRP;

(h) All reports, studies, memoranda, maps, staff reports, or other planning documents prepared by the City, or consultants to the City, with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the Parkline Master Plan 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 Parkline Master Plan 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 Parkline Master Plan Project;

(k) All matters of common knowledge to the Planning Commission and City Council, including, but not limited to:

  (i) The City's General Plan and other applicable policies;

  (ii) The 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; and

(l) Any other materials required for the record of proceedings by Public Resources Code section 21167.6(e).

The documents described above, which compose the record of the proceedings, are located at the Community Development Department, City of Menlo Park, 701 Laurel Street, Menlo Park, California 94025. The custodian of these documents is the Community Development Department director or his/her designee.

VI. FINDINGS

The findings, recommendations, and statement of overriding considerations set forth below are made and adopted by the City Council of the City of Menlo Park as the City's findings under CEQA and the CEQA Guidelines relating to the Parkline Master Plan Project. These findings provide the written analysis and conclusions of the City Council regarding the Parkline Master Plan Project's environmental impacts, mitigation measures, alternatives to the Proposed Project, Project Variant and Parkline Master Plan Project, and the overriding considerations that support approval of the Parkline Master Plan Project despite any remaining environmental effects it may have.

The below findings summarize the environmental determinations of the EIR with regard to Project impacts before and after mitigation but do not attempt to repeat the full analysis of each impact contained in the EIR. Instead, these findings provide a summary description of and basis for each impact conclusion identified in the EIR, describe the applicable mitigation measures identified in the EIR, and state the City's findings and rationale about the significance of each impact following the adoption of mitigation measures. A full explanation of environmental findings and conclusions can be found in the EIR, and these below findings incorporate by reference the discussion and analysis in the EIR supporting the determinations regarding mitigation measures and the Parkline Master Plan Project's impacts.

In adopting the mitigation measures, below, the City intends to adopt each of the mitigation measures identified in the EIR. Accordingly, in the event a mitigation measure identified in the EIR has been inadvertently omitted from these findings, such mitigation measure is hereby adopted and incorporated into the Project in the findings below by reference. In addition, in the event the language of a mitigation measure set forth below fails to accurately reflect the mitigation measure in the EIR due to a clerical error, the language of the mitigation measure as set forth in the EIR shall control unless the language of the mitigation measure specifically and expressly has been modified by these findings.

Sections VI(A) through (C), below, provide brief descriptions of the impacts that the EIR identifies as either no impact, less than significant, less than significant with adopted mitigation, or significant and unavoidable. These descriptions also reproduce the full text of the mitigation measures identified in the EIR for each significant impact.

A. Findings Regarding No Impacts and Less-than-Significant Impacts Arising From the Project Variant

The City has determined that the Parkline Master Plan Project will have no impact or less-than-significant impacts for several topics. The rationale for the conclusion that no significant impact would occur in each of the issue areas is based on the discussion of these impacts in the detailed issue area and cumulative impacts analyses in Chapter 3, *Environmental Impact Analysis*, and Chapter 4, *Project Variant*, of the Draft EIR.

Impacts of the Draft EIR that were found to have no impact or less-than-significant impacts include:

1. **Land Use**
    - Conflicts with any Land Use Plan, Policy, or Regulation Adopted for the Purpose of Avoiding or Mitigating an Environmental Effect (Impact LU-1, Less than Significant)
    - Cumulative Land Use Impacts (Impact C-LU-1, Less than Significant)
    - Division of an Established Community (No Impact)
2. **Transportation**
    - Conflict with an Applicable Plan, Ordinance, or Policy Addressing the Circulation System, including Transit, Roadway, Bicycle, and Pedestrian Facilities (Impact TRA-1, Less than Significant)
    - Exceed an Applicable VMT Threshold of Significance (Impact TRA-2, Less than Significant)
    - Substantially Increase Hazards due to a Geometric Design Feature or Incompatible Uses (Impact TRA-3, Less than Significant)
    - Result in Inadequate Emergency Access (Impact TRA-4, Less than Significant)
    - Cumulative Impacts Related to Conflicts Addressing the Circulation System (Impact C-TRA-1, Less than Significant)
    - Cumulative Impacts Related to VMT (Impact C-TRA-2, Less than Significant)
    - Cumulative Impacts Related to Hazards due to a Design Feature or Incompatible Uses (Impact C-TRA-3, Less than Significant)
    - Cumulative Impacts Related to Inadequate Emergency Access (Impact C-TRA-4, Less than Significant)
3. **Air Quality**
    - Expose Sensitive Receptors to Substantial Pollutant Concentrations (Impact AQ-3, Less than Significant)
    - Other Air Emissions (Impact AQ-4, Less than Significant)
4. **Energy**
    - Wasteful, Inefficient, or Unnecessary Consumption of Energy Resources (Impact EN-1, Less than Significant)
    - Conflict with Energy Plan (Impact EN-2, Less than Significant)
    - Cumulative Energy Impacts (Impact C-EN-1, Less than Significant)
    - Cumulative Conflicts with Energy Plans (Impact C-EN-2, Less than Significant)
5. **Greenhouse Gas Emissions**
    - Generation of GHG Emissions during Construction (Impact GHG-1, Less than Significant)
    - Conflicts with Applicable Plans and Policies (Impact GHG-2, Less than Significant)
6. **Noise**
    - Operational Noise (Impact NOI-2, Less than Significant)
    - Cumulative Operational Noise (Impact C-NOI-2, Less than Significant)

- Cumulative Vibration Impacts (Impact C-NOI-3, Less than Significant)
- Airport Noise (No Impact)

7. Cultural and Tribal Cultural Resources

- Cumulative Historic Resources Impacts (Impact C-CR-1, Less than Significant)

8. Biological Resources

- Conflicts with Any Local Policies or Ordinances that Protect Biological Resources (Impact BIO-3, Less than Significant)
- Riparian Habitat and Sensitive Natural Communities (No Impact)
- State or Federally Protected Wetlands and Non-Wetland Waters (No Impact)
- Adopted Habitat Conservation Plan or Natural Community Conservation Plan (No Impact)

9. Geology and Soils

- Strong Seismic Ground Shaking and Seismically Related Ground Failure (Impact GS-1, Less than Significant)
- Substantial Soil Erosion (Impact GS-2, Less than Significant)
- Unstable Soils or Geologic Units (Impact GS-3, Less than Significant)
- Expansive Soils (Impact GS-4, Less than Significant)
- Cumulative Impacts Related to Seismic Hazards (Impact C-GS-1, Less than Significant)
- Cumulative Impacts Related to Soil Erosion and Soil Hazards (Impact C-GS-2, Less than Significant)
- Surface Fault Rupture (No Impact)
- Landslides (No Impact)
- Loss of Topsoil (No Impact)
- Lateral Spreading (No Impact)
- Unique Geologic Features (No Impact)
- Septic Systems (No Impact)

10. Hydrology and Water Quality

- Groundwater Supply and Recharge (Impact HY-2, Less than Significant)
- Drainage and Flooding (Impact HY-3, Less than Significant)
- Conflict or Obstruct a Water Resource Management Plan (Impact HY-4, Less than Significant)
- Risk Release of Pollutants Due to Project Inundation in Flood Hazard, Tsunami, or Seiche Zones (No Impact)

11. Hazards and Hazardous Materials

- Routine Hazardous Materials Use (Impact HAZ-1, Less than Significant)
- Impairment of Emergency Response or Evacuation Plans (Impact HAZ-5, Less than Significant)

- Cumulative Hazards and Hazardous Materials Impacts (Impact C-HAZ-1, Less than Significant)
- Airport Hazards (No Impact)
- Wildland Fires (No Impact)

12. Population and Housing

- Unplanned Population Growth (Impact POP-1, Less than Significant)
- Displacement of People or Housing (Impact POP-2, Less than Significant)
- Cumulative Unplanned Population Growth (Impact C-POP-1, Less than Significant)

13. Public Services and Recreation

- Fire Services (Impact PS-1, Less than Significant)
- Police Services (Impact PS-2, Less than Significant)
- School Facilities (Impact PS-3, Less than Significant)
- Parks and Recreational Facilities (Impact PS-4, Less than Significant)
- Library Facilities (Impact PS-5, Less than Significant)
- Cumulative Public Services and Recreation Impacts (Impact C-PS-1, Less than Significant)

14. Utilities and Service Systems

- Construction or Relocation of Utilities (Impact UT-1, Less than Significant)
- Water Supply (Impact UT-2, Less than Significant)
- Generation of Wastewater (Impact UT-3, Less than Significant)
- Generation of Solid Waste (Impact UT-4, Less than Significant)
- Compliance with Solid Waste Regulations (Impact UT-5, Less than Significant)
- Cumulative Water Service and Infrastructure Impacts (Impact C-UT-1, Less than Significant)
- Cumulative Wastewater Service and Infrastructure Impacts (Impact C-UT-2, Less than Significant)
- Cumulative Stormwater Service and Infrastructure Impacts (Impact C-UT-3, Less than Significant)
- Cumulative Solid Waste Impacts (Impact C-UT-4, Less than Significant)
- Cumulative Natural Gas and Electric Service Impacts (Impact C-UT-5, Less than Significant)
- Cumulative Telecommunications Impacts (Impact C-UT-6, Less than Significant)

Additionally, the Project Variant would result in ***no impact*** related to:

- Agriculture and Forestry Resources
- Mineral Resources
- Wildfire

B. Findings Regarding Potentially Significant Impacts that Are Avoided or Reduced to Less than Significant by Mitigation

The EIR identifies the following potentially significant impacts associated with the Project Variant, and hence the Parkline Master Plan Project, that can be mitigated to a less-than-significant-level through implementation of mitigation measures identified in the EIR and implemented through the City's adoption of the MMRP. It is hereby determined that the impacts addressed by the following described mitigation measures will be mitigated to a less-than-significant level or avoided by adopting and incorporating these mitigation measures as conditions into the Parkline Master Plan Project.

Pursuant to section 21081(a) of the Public Resources Code and section 15091(a)(1) of the CEQA Guidelines, the City finds that each of the following significant impacts identified in the EIR will be mitigated to a less-than-significant level or avoided by adopting and incorporating these mitigation measures as conditions into the Project. These findings are explained below and supported by substantial evidence in the EIR and the full record of the proceedings. Based on the findings in the EIR, as well as the evidence in the record, these impacts can be mitigated to a less-than-significant level, as discussed below.

1. AIR QUALITY

The topic of air quality was analyzed in Section 3.4 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR found that the Project Variant could result in the significant impacts related to Air Quality discussed below, and recommended the mitigation measures that follow. Note that any references to the "Proposed Project" in the mitigation measures below apply to the Project Variant. Furthermore, as the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, any references below in this Section to the "Proposed Project" or "Project Variant" also apply to the Parkline Master Plan Project.

Impact AQ-1: Conflict with or Obstruct Implementation of the Applicable Air Quality Plan. The Project Variant could conflict with or obstruct implementation of the applicable air quality plan.

Mitigation Measure AQ-1.1: Landscaping Equipment. Contractor(s) and sub-contractor(s) responsible for landscaping shall, as a condition of contract, use all-electric landscaping equipment, which eliminates all criteria air pollutant emissions associated with landscaping activities.

Mitigation Measure AQ-1.2: Architectural Coatings. The Project Sponsor shall use super-compliant architectural coatings during construction and operation of all buildings, which shall have a volatile-organic-compound (VOC) content that meets SCAQMD Rule 1113, Architectural Coatings, as revised on February 5, 2016.

Mitigation Measure AQ-1.3: Construction Fugitive Dust Emissions. The Project construction contractor(s) and sub-contractor(s) shall implement the following BAAQMD BMPs for fugitive dust control, which are required for all construction activities within the San Francisco Bay Area Air Basin. These measures would reduce fugitive dust emissions primarily during soil movement and grading but also during vehicle and equipment movement on unpaved project sites.

1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, unpaved access roads) shall be watered two times per day.
2. All haul trucks transporting soil, sand, or other loose material offsite shall be covered.
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.

4. All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
5. All streets, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485, of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
8. A publicly visible sign shall be posted with the telephone number and name of the person to contact regarding dust complaints. This person shall respond and take corrective action, if necessary, within 48 hours. BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.

FINDING: Implementation of Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3, which are hereby adopted and incorporated into the Project Variant, would reduce the potential air quality impacts to a less-than-significant level. The City finds that Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3 are feasible. The City hereby determines that any impacts related to conflicts with an applicable air quality plan after implementation of Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into the Parkline Master Plan Project that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Parkline Master Plan Project would be consistent with the applicable stationary-source control measures, energy control measures, building control measures, transportation control measures, and waste control measures included in the Clean Air Plan. The Project Variant's unmitigated operational ROG emissions, however, would exceed BAAQMD's threshold. In addition, unmitigated construction-related fugitive dust emissions would be significant without implementation of BAAQMD Best Management Practices ("BMPs") for construction fugitive dust control. For those reasons, the Project Variant, without mitigation, would conflict with the Clean Air Plan's goals. However, implementation of Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3 would reduce such potential impacts. Mitigation Measures AQ-1.1 and AQ-1.2 would reduce operational ROG emissions by replacing fossil-fueled landscaping equipment with electrically-powered equipment and by using architectural coatings with a volatile-organic-compound (VOC) content of less than 5 grams per liter of material, respectively. Mitigation Measure AQ-1.3 would reduce construction-related particulate matter emissions from material movement, soil disturbance, and vehicle idling. Therefore, Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3, are feasible and would reduce impacts related to Impact AQ-1 would be reduced to a less-than-significant level.

Impact AQ-2: Cumulatively Considerable Net Increase in Criteria Pollutants. The Project Variant could result in a cumulative net increase in a criteria pollutant for which the Project region is classified as a nonattainment area under an applicable federal or State ambient air quality standard.

Mitigation Measures: Implement Mitigation Measure AQ-1.1, Mitigation Measure AQ-1.2, and Mitigation Measure AQ-1.3.

FINDING: Implementation of Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3, which are hereby adopted and incorporated into the Project Variant, would reduce cumulative air quality impacts to a

less-than-significant level. The City finds that Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3 would be feasible. The City hereby determines that any impacts related to cumulatively considerable net increase in criteria pollutants after implementation of Mitigation Measures AQ-1.1, AQ-1.2, and AQ-1.3 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen cumulative air quality impacts, as identified in the EIR. During construction, Mitigation Measure AQ-1.3 would require the contractor to implement BAAQMD BMPs to reduce construction-related fugitive dust emissions, which would reduce the Project Variant's fugitive dust emissions to a less-than-significant level. During operation, implementation of Mitigation Measures AQ-1.1, which requires the Project Sponsor to use all-electric landscaping equipment, and AQ-1.2, which requires the Project Sponsor to use architectural coatings with a low volatile-organic-compound (VOC) content in all buildings, would decrease the Project Variant's full-buildout operational ROG emissions. Therefore, the Project Variant would not result in a cumulatively considerable net increase in any criteria air pollutant for which the SFBAAB is designated as a nonattainment area with respect to the federal or State ambient air quality standards.

Construction plus operation of the Project Variant would result in unmitigated emissions that would exceed BAAQMD's recommended threshold for ROG. However, after implementation of Project Mitigation Measures AQ-1.1 and AQ-1.2, construction plus net operational emissions would be below all applicable BAAQMD thresholds. Therefore, Mitigation Measures AQ-1.1 and AQ-1.2 are feasible and with their implementation, construction plus operation of the Project Variant would not result in a cumulatively considerable net increase in any criteria air pollutant for which the SFBAAB is designated as a nonattainment area with respect to the federal or State ambient air quality standards as impacts related to Impact AQ-2 would be reduced to a less-than-significant level.

2. CULTURAL RESOURCES

The topic of cultural resources was analyzed in Section 3.8 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to cultural and tribal resources discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact CR-2: Archaeological Resources. The Project Variant could cause a substantial adverse change in the significance of an archaeological resource, pursuant to Section 15064.5.

Mitigation Measure CR-2.1: Train Workers to Respond to the Discovery of Cultural Resources. Prior to the start of ground-disturbing activities, the archaeological consultant or project archaeologist shall conduct archaeological resources sensitivity training for workers and construction superintendents. Training shall be required for all construction personnel participating in ground-disturbing construction to alert them to the archaeological sensitivity of the area and provide protocols to follow in the event of a discovery of archaeological materials. The principal archaeological consultant and project archaeologist shall develop and distribute, for job-site posting, a document ("ALERT SHEET") that summarizes the potential finds that could be exposed, the protocols to be followed, and the points of contact to alert in the event

of a discovery. The ALERT SHEET and protocols shall be presented as part of the training. The contractor shall be responsible for ensuring that all workers requiring training are in attendance. Training shall be scheduled at the discretion of the Project Sponsor in consultation with the city. Worker training shall be required for all contractors and sub-contractors and documented for each permit and/or phase of a permit that requires ground-disturbing activities onsite.

Mitigation Measure CR-2.2: Stop Work if Archaeological Material or Features Are Encountered during Ground-Disturbing Activities. If a potentially significant subsurface cultural resource is encountered during ground-disturbing activities, all construction activities within a 100-foot radius of the find shall cease until a qualified archaeologist (i.e., one who meets the Secretary of the Interior's professional qualifications for archaeology or one under the supervision of such a professional) determines whether the resource requires further study. The archaeological consultant shall review, identify, and evaluate cultural resources that may be inadvertently exposed during construction to determine if a discovery is a historical resource and/or unique archaeological resource under CEQA. Significant resources shall be subject to treatment/mitigation that prevents an adverse effect on the resource, in accordance with PRC Section 15064.5. Mitigation could include avoidance, preservation in place, or the scientific removal, analysis, reporting, and curation of any recovered cultural materials. If the discovery constitutes a tribal cultural resource, consultation shall be undertaken between the city and the tribe(s) to determine appropriate treatment.

All developers in the Project Site shall include a standard inadvertent discovery clause in every construction contract involving ground-disturbing activities to inform contractors of this requirement. Any previously undiscovered resources found during construction activities shall be recorded on appropriate Department of Parks and Recreation forms and evaluated for significance in terms of CEQA criteria by a qualified archaeologist in accordance with Mitigation Measure CR-2.2.

FINDING: Implementation of Mitigation Measures CR-2.1 and CR-2.2, which are hereby adopted and incorporated into the Project Variant, would reduce archaeological resources impacts to a less-than-significant level. The City finds that Mitigation Measures CR-2.1 and CR-2.2 would be feasible. The City hereby determines that any impacts related to archaeological resources after implementation of Mitigation Measures CR-2.1 and CR-2.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect on archaeological resources, as identified in the EIR. The potential exists for previously unknown archaeological resources to be encountered during ground disturbance related to construction of the Project Variant, resulting in a substantial adverse change in the significance of an as-yet unknown historically significant archaeological resource, which would result in a potentially significant impact. However, implementation of Mitigation Measures CR-2.1 and CR-2.2 would reduce the potential impacts of the Project Variant by requiring archaeological resources sensitivity training and early detection of potential conflicts between development and resources. Further, appropriate treatment of historical resources, if found, would also be required. Implementation of these mitigation measures is feasible and would therefore reduce potentially significant impacts on archeological resources to a less-than-significant level.

Impact CR-3: Inadvertent Disturbance of Human Remains. The Project Variant could result in a significant impact due to the disturbance of human remains, including those interred outside of dedicated cemeteries.

Mitigation Measure CR-3.1: Regarding the Discovery of Human Remains at the Project Site. Procedures of conduct following the discovery of human remains citywide have been mandated by Health and Safety Code Section 7050.5, PRC Section 5097.98, and California Code of Regulations Section 15064.5(e) (CEQA). According to the provisions in CEQA, if human remains are encountered at a site, all work in the immediate vicinity of the discovery shall cease and necessary steps to ensure the integrity of the immediate area shall be taken. The San Mateo County Coroner shall be notified immediately. The coroner shall then determine whether the remains are Native American. If the coroner determines the remains are Native American, the coroner shall notify the NAHC within 24 hours, which will, in turn, shall notify the person the NAHC identifies as the MLD in connection with any human remains. Further actions shall be determined, in part, by the desires of the MLD. The Project Sponsor, the Project archaeologist, and the MLD shall make all reasonable efforts to develop an agreement for the treatment, with appropriate dignity, of human remains and associated or unassociated funerary objects, including those associated with known and unknown Native American burial locations (CEQA Guidelines Section 15064.5[d]). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, custodianship, curation, and final treatment and disposition of the human remains and associated or unassociated funerary objects. The MLD will have 48 hours to make recommendations regarding the treatment and disposition of the remains following notification from the NAHC of the discovery. If the MLD does not make recommendations within 48 hours, or the owner does not accept the recommendation of the MLD in accordance with Public Resources Code 5097.98(e), the owner shall, with appropriate dignity, reinter the remains in an area of the property secure from further disturbance. Alternatively, if the owner does not accept the MLD's recommendations, the owner or the descendent may request mediation by the NAHC.

FINDING: Implementation of Mitigation Measure CR-3.1, which is hereby adopted and incorporated into the Project Variant, would reduce the impacts related to Impact CR-3 to a less-than-significant level. The City finds that Mitigation Measure CR-3.1 would be feasible. The City hereby determines that any impacts related to disturbance of human remains after implementation of Mitigation Measure CR-3.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect related to Impact CR-3, as identified in the EIR. No known human remains are located on the Project Site. If human remains are encountered during ground disturbance related to the Project Variant, the impacts could be significant if there are no protocols in place to properly handle the remains. Mitigation Measure CR-3.1 would reduce potential impacts by requiring adherence to appropriate procedures if remains are encountered. Implementation of this mitigation measure is feasible and would reduce potentially significant impacts on human remains to a less-than-significant level.

Impact C-CR-2: Cumulative Archaeological Resources and Human Remains Impacts. Cumulative development could result in a significant environmental impact on archeological resources and human remains; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact.

Mitigation Measures: Implement Mitigation Measure CR-2.1, Mitigation Measure CR-2.2, and Mitigation Measure CR-3.1.

FINDING: Implementation of Mitigation Measures CR-2.1, CR-2.2, and CR-3.1, which are hereby adopted and incorporated into the Project Variant, would reduce the cumulative impacts related to Impact CR-2 to a less-than-significant level. The City finds that Mitigation Measures CR-2.1, CR-2.2, and CR-3.1 would be feasible. The City hereby determines that any cumulative impacts related to archaeological resources and human remains after implementation of Mitigation Measures CR-2.1, CR-2.2, and CR-3.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project Variant would be required to implement BMPs, legal requirements, and/or mitigation measures to ensure that project activities would not result in the inadvertent destruction of an archaeological resource and that discovery procedures pertaining to human remains would be implemented. In addition, implementation of Mitigation Measures CR-2.1 and CR-2.2 would reduce the impacts of the Project Variant by requiring archaeological resources sensitivity training and allowing early detection of potential conflicts between development and resources. Implementation of Mitigation Measure CR-3.1 would reduce the Project Variant's impacts by detailing the appropriate procedures to follow if human remains are encountered. Overall, Mitigation Measures CR-2.1, CR-2.2, and CR-3.1 are feasible and would reduce the Project Variant's contribution to a cumulative impact on archaeological resources and human remains to a less-than-significant level.

3. TRIBAL CULTURAL RESOURCES

The topic of tribal cultural resources was analyzed in Section 3.9 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to tribal cultural resources discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact TCR-1: Tribal Cultural Resources. The Project Variant could cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC Section 21074 as a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe and:

a) Listed or eligible for listing in the California Register of Historical Resources or a local register of historical resources, as defined in PRC Section 5020.1(k), or

b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC Section 5024.1. In applying the criteria set forth in subdivision (c) of PRC Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Mitigation Measures: Implement Mitigation Measure CR-2.1, Mitigation Measure CR-2.2, and Mitigation Measure CR-3.1.

Mitigation Measure TCR-1: Stop Work if Tribal Cultural Resources Are Encountered during Ground-Disturbing Activities. If Native American cultural resources are encountered during ground-disturbing activities, all construction activities within a 100-foot radius of the find shall cease until an archaeological consultant can review, identify, and evaluate the find to determine if the discovery could qualify as a tribal cultural resource, as defined in Public Resources Code Section 21074. Tribal representatives from the city's Assembly Bill 52 notification lists shall be consulted regarding this determination. If the discovery is determined to qualify as a tribal cultural resource, it shall be subject to treatment/mitigation that prevents an adverse effect on the resource, in accordance with Public Resources Code Section 15064.5. Mitigation shall be determined through consultation between the city and the tribe(s).

FINDING: Implementation of Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts on tribal cultural resources to a less-than-significant level. The City finds that Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1 would be feasible. The City hereby determines that any impacts related to tribal cultural resources after implementation of Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Archaeological deposits that qualify as tribal cultural resources could be encountered during excavation for the Project Variant. Such resources would be eligible for listing in the CRHR or a local register of historical resources, or the lead agency, in its discretion and supported by substantial evidence, could determine the resources to be eligible for the CRHR pursuant to the criteria set forth in subdivision (c) of PRC Section 5024.1. Therefore, impacts related to tribal cultural resources could result from construction of the Project Variant and be potentially significant. However, implementation of Mitigation Measures CR-2.1, CR-2.2, CR-3.1, and TCR-1 would reduce impacts on tribal cultural resources as set forth in Impact TCR-1. Appropriate treatment of historical resources, if found, would also be required. Therefore, Mitigation Measures CR-2.1, CR-2.2, CR-3.1, and TCR-1 are feasible, and these impacts would be reduced to a less-than-significant level.

Impact C-TCR-1: Cumulative Tribal Cultural Resources Impacts. Cumulative development could result in a significant environmental impact on tribal cultural resources; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact on tribal cultural resources.

Mitigation Measures: Implement Mitigation Measure TCR-1, Mitigation Measure CR-2.1, Mitigation Measure CR-2.2, and Mitigation Measure CR-3.1.

FINDING: Implementation of Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1, which are hereby adopted and incorporated into the Project Variant, would reduce the cumulative impacts to a less-than-significant level. The City finds that Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1 would be feasible. The City hereby determines that any cumulative impacts related to tribal cultural resources after implementation of Mitigation Measures TCR-1, CR-2.1, CR-2.2, and CR-3.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project Variant would be subject to existing federal, state, and local regulations as well as general plan goals, policies, and

programs, which would, to the maximum extent practicable, reduce cumulative development-related impacts on tribal cultural resources. Future development projects subject to CEQA would also be required to adopt mitigation measures to ensure that project activities would not result in the inadvertent destruction of a tribal cultural resource. Nonetheless, cumulative impacts on tribal cultural resources are considered potentially significant because the Project Variant combined with reasonably foreseeable projects would most likely involve ground-disturbing activities that could uncover unknown tribal cultural resources. Therefore, the Project Variant could contribute to a cumulative loss of tribal cultural resources. Implementation of Mitigation Measures CR-2.1, CR-2.2, CR-3.1, and TCR-1, which require an archaeological monitoring plan, cultural resources sensitivity training for all construction crews participating in ground-disturbing activities, and stopping work if archaeological deposits are encountered during ground-disturbing activities, are feasible and would reduce cumulative impacts to a less-than-significant level.

4. BIOLOGICAL RESOURCES

The topic of biological resources was analyzed in Section 3.10 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to biological resources discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact BIO-1: Special-Status Species. The Project Variant could result in a substantial adverse effect, either directly or through habitat modifications, on any species identified as candidate, sensitive, or special-status in local or regional plans, policies, or regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.

Mitigation Measure BIO-1.1: Initial Bat Habitat Survey. A qualified bat biologist shall conduct an initial survey of all buildings and trees on the Project Site that are slated for removal to determine whether suitable habitat for a moderate-size colony of common bat species (i.e., at least 10 big brown bats or at least 20 individuals of other non-special-status species), or a pallid bat or Townsend's big-eared bat colony of any size, is present. The locations of trees with suitable cavities and crevices, as well as any buildings with accessible interiors or crevices (e.g., roof tiles or other exterior features) that support suitable roost locations, shall be identified, and potential entry and exit locations shall be mapped. For trees and buildings that are determined, in the qualified biologist's discretion, not to provide suitable habitat for a moderate-size colony of common bat species, or a pallid bat or Townsend's big-eared bat colony of any size, no further surveys shall be required. If the qualified biologist determines that buildings or trees provide suitable habitat, then further surveys under Mitigation Measures BIO-1.2 and BIO-1.3 shall be required.

Mitigation Measure BIO-1.2: Maternity Season Survey. A qualified bat biologist shall conduct a focused survey for roosting bats within all buildings and trees on the Project Site where suitable habitat was identified during the initial habitat survey, during the maternity season (generally March 15–August 31), and prior to the start of construction to determine the presence or absence of a maternity colony, the species present, and an estimate of the colony size, if present. If close inspection of potential roost features during the daytime is infeasible, the focused survey shall consist of a dusk emergence survey when bats can be observed flying out of the roost. If work will be initiated during the maternity season, this survey shall be conducted 1 year prior to the year in which construction will occur. If a maternity colony is detected, the exclusion measures

described in Mitigation Measure BIO-1.4, below, shall be implemented prior to March 15 of the year in which construction occurs to ensure that bats are excluded from the roost prior to the start of construction.

Mitigation Measure BIO-1.3: Pre-Construction Activity Bat Survey. A pre-construction activity survey shall be conducted for roosting bats within all buildings and trees on the Project Site that are slated for removal and within which suitable habitat was identified during the initial habitat survey and the maternity roosting survey. The survey shall be conducted by a qualified bat biologist within 7 days prior to the start of building demolition or tree removal for the purpose of impact avoidance. If building demolition and/or tree removal occurs in phases, a pre-activity survey shall be conducted within 14 days prior to the demolition of each building and/or removal of each tree with suitable roost habitat. If close inspection of potential roost features during the daytime is infeasible, the focused survey shall include a dusk emergence survey when bats can be observed flying out of the roost. If a moderate-size maternity colony of common bat species (i.e., at least 10 big brown bats, 20 Yuma myotis, 100 individuals of other non-special-status species), or a pallid bat or Townsend's big-eared bat colony of any size or any kind (i.e., a maternity or non-maternity colony), is not detected during the survey, no additional measures shall be required. If a moderate-size maternity colony of common bat species (i.e., at least 10 big brown bats, 20 Yuma myotis, or 100 individuals of other non-special-status species), or a pallid bat or Townsend's big-eared bat colony of any size or any kind (i.e., a maternity or non-maternity colony), is present, the qualified bat biologist shall identify an appropriate disturbance-free buffer zone for the species identified. The buffer will be maintained until either the end of the maternity season or until a qualified biologist determines that all young are volant (i.e., capable of flight) to avoid the loss of dependent young.

Mitigation Measure BIO-1.4: Bat Exclusion. If bats are present in a building or tree to be removed or disturbed, the individuals shall be safely evicted outside the bat maternity season (approximately March 15–August 31) and the winter torpor period (approximately October 15–February 28, depending on weather). Bats may be evicted through exclusion, as directed by a qualified biologist, after notifying the California Department of Fish and Wildlife. The qualified biologist must be present for the removal of trees or structures occupied by bats.

For eviction from roost trees, trimming or removing trees shall follow a two-step removal process whereby limbs and branches not containing roost habitat are removed on day 1, then the entire tree is removed on day 2.

The disturbance or removal of structures containing, or suspected of containing, active (non-maternity or hibernation) or potentially active common bat roosts shall be done in the evening and after bats have emerged from the roost to forage. Structures shall be partially dismantled to significantly change roost conditions, causing bats to abandon and not return to the roost. Removal shall be completed the subsequent day. Alternatively, exclusion methods may include the installation of one-way doors and/or use of ultrasonic deterrence devices. One-way doors and/or deterrence devices shall be left in place for a minimum of 2 weeks, with a minimum of five fair-weather nights with no rainfall and temperatures no colder than 50°F.

Mitigation Measure BIO-1.5: Compensatory Mitigation for Bat Habitat. If a maternity colony of common bat species containing at least 10 big brown bats, 20 Yuma myotis, or 100 individuals of other non-special-status bat species, or a pallid bat or Townsend's big-eared bat day roost of any type (maternity or non-maternity) or any size, is determined to be present on the Project Site, replacement roost habitat that is appropriate to the species shall be provided, as determined by a qualified bat biologist. The nature of the replacement roost habitat (e.g., the design of an artificial

roost structure) shall be determined by the qualified bat biologist, based on the number and species of bats detected. Ideally, the roost structure shall be installed on the Project Site. If replacement habitat cannot be placed on the site, it shall be installed no more than 100 feet from the site (or as close to the site as feasible). The exact placement of replacement habitat shall be determined in consultation with the qualified bat biologist.

FINDING: Implementation of Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, and BIO-1.5, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, and BIO-1.5 would be feasible. The City hereby determines that any impacts related to special-status bat species after implementation of Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, and BIO-1.5 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The removal of trees and buildings on the Project Site would have the potential to result in the loss of a colony of roosting bats. When buildings or trees containing roosting colonies are removed or modified and when individual bats are removed, individual bats can be physically injured or killed, can be subjected to physiological stress from disturbance during torpor, or can face increased predation because of exposure during daylight. In addition, nursing young may be subjected to disturbance-related abandonment by their mothers. Impacts on a moderate-size maternity colony of common species with the potential to occur on the site or impacts on a pallid bat or Townsend's big-eared bat roost of any type (i.e., a maternity or non-maternity colony) or any size would be considered a substantial impact on these species because this could have a substantial effect on regional populations, which would be a potentially significant impact. Implementation of Mitigation Measures BIO-1.1 through BIO-1.5, which require an initial bat habitat survey, maternity season survey, pre-construction activity bat survey, bat exclusion measures, and compensatory mitigation for bat habitat, are feasible and would reduce potential impacts on roosting bats to a less-than-significant level.

Impact BIO-2: Wildlife Movement and Native Wildlife Nursery Sites. The Project Variant could interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

Mitigation Measure BIO-2.1: Avoidance and Pre-construction Surveys for Nesting Migratory Birds. The Project Sponsor shall implement the following measures to avoid and minimize construction-period impacts on nesting birds:

- Avoidance of the Nesting Season. To the extent feasible, the commencement of demolition and construction activities shall be scheduled to avoid the nesting season. If demolition and construction activities are scheduled to take place outside the nesting season, all potential demolition/construction impacts on nesting birds protected under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31.
- Pre-Activity/Pre-Disturbance Nesting Bird Surveys. If it is not possible to schedule demolition and construction activities between September 1 and January 31, then pre-

activity surveys for nesting birds shall be conducted by a qualified ornithologist to ensure that no nests will be disturbed during implementation of the Proposed Project. Surveys shall be conducted no more than 7 days prior to the initiation of demolition or construction activities for each construction phase. During the surveys, the ornithologist shall inspect all trees and other potential nesting habitats (e.g., trees, shrubs, buildings) in and immediately adjacent to the impact areas for migratory bird nests.

- Non-Disturbance Buffers Around Active Nests. If an active nest is found close enough to work areas to be disturbed by demolition or construction activities, a construction-free buffer zone (typically 300 feet for raptors and 100 feet for other species) will be established around the nest to ensure that no nests of species protected by the MBTA and California Fish and Game Code are disturbed during implementation of the Proposed Project. The ornithologist shall determine the extent of the buffer.
- Nesting Deterrence. If construction activities will not be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes, trees, grasses, other vegetation) that are scheduled to be removed by the Proposed Project may be removed prior to the start of the nesting season (e.g., prior to February 1). This will preclude the initiation of nests in this vegetation and prevent any potential delay for the Proposed Project because of the presence of active nests in these substrates.

FINDING: Implementation of Mitigation Measure BIO-2.1, which is hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measure BIO-2.1 would be feasible. The City hereby determines that any impacts related to migratory birds after implementation of Mitigation Measure BIO-2.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project Variant would remove approximately 810 trees, including approximately 264 heritage trees. The number of heritage trees and total trees that would be removed from the Project Site increased since publication of the Draft EIR due to several factors, as outlined in the final arborist report dated January 2025 as modified by the August 2025 revision to the final report. First, the Draft EIR identified impacts on trees that were included in the Preliminary Tree Disposition and Tree Assessment prepared by HortScience in 2021, which were submitted as part of the Project's Heritage Tree Permit Removal Application. HortScience subsequently reassessed the Project Site in 2024 and, as documented in the arborist report, found that the baseline number of trees on the Project Site had changed due, in part, to the removal of trees that were damaged during intervening storm events in the city and the addition of a handful of trees that were inadvertently missed in the preliminary assessment. The number of heritage trees also increased as the result of HortScience's reclassification of tree sizes for multi-stem trees since the preliminary assessment. With respect to the number of trees proposed for removal, minor adjustments to the site plan in terms of the location of residential building footprints, parking structures, and roads and walkways, as well as refinement of civil plans, also resulted in the identification of additional trees that would need to be removed in order to avoid design conflicts. Although construction impacts would be temporary, the disruption to nesting and foraging habitat could harm migratory bird populations. In addition, implementation of the Project Variant could temporarily reduce available nesting habitat for birds that currently use the Project Site as well as foraging habitat and cover for migrants and wintering birds through the removal of trees and landscape vegetation. This could result in a temporary decline in the number of migratory bird species and individuals that use the Project Site. Any disturbance of nesting birds that results

in the abandonment of active nests or the loss of active nests through vegetation or structure removal would be a potentially significant impact. However, implementation of Mitigation Measure BIO-2.1 would reduce potential impacts by requiring measures to avoid and minimize construction-period impacts on nesting birds. Implementation of this mitigation measure is feasible and would reduce potentially significant impacts on migratory birds under the Project Variant to a less-than-significant level.

Impact C-BIO-1: Cumulative Biological Resources Impacts. Cumulative development could result in a significant environmental impact on biological resources; the Project Variant could be a cumulatively considerable contributor to any significant environmental impact.

Mitigation Measures: Implement Mitigation Measures BIO-1.1 through Mitigation Measure 1.5, and Mitigation Measure BIO-2.1

FINDING: Implementation of Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, BIO-1.5 and BIO-2.1, which are hereby adopted and incorporated into the Project Variant, would reduce the cumulative impacts to a less-than-significant level. The City finds that Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, BIO-1.5 and BIO-2.1 would be feasible. The City hereby determines that any cumulative impacts related to biological resources after implementation of Mitigation Measures BIO-1.1, BIO-1.2, BIO-1.3, BIO-1.4, BIO-1.5 and BIO-2.1 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project Variant would result in an increase in vegetative cover, and the increase in the number of trees would increase the extent of habitat and foraging resources for the wildlife species that use the site. The Project Variant combined with other reasonably foreseeable projects could affect roosting bats and nesting birds. Implementation of Mitigation Measures BIO-1.1 through 1.5 is feasible and would reduce the Project Variant's impacts on roosting bats to less-than-significant levels, and implementation of Mitigation Measure BIO-2.1 would reduce the Project Variant's impacts on birds to less-than-significant levels. Therefore, the Project Variant's contribution to cumulative impacts on biological resources would be less than significant.

5. GEOLOGY AND SOILS

The topic of geology and soils was analyzed in Section 3.11 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to geology and soils discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact GS-5: Paleontological Resources. The Project Variant could destroy a unique paleontological resource or site.

Mitigation Measure GS-5.1: Conduct Worker Awareness Training. Before the start of excavation or grading activities, the Project Sponsor shall retain a Project Paleontologist, as defined by Society of Vertebrate Paleontology, who is experienced in teaching non-specialists. The paleontologist shall train all construction personnel who are involved with earthmoving activities,

including the site superintendent, regarding the possibility of encountering fossils, the appearance and types of fossils that are likely to be seen during construction, and proper notification procedures should fossils be encountered. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying the Project Paleontologist, who shall evaluate the significance of the find.

Mitigation Measure GS-5.2: Conduct Protocol and Procedures for Encountering Paleontological Resources. In the event that fossils or fossil bearing deposits are discovered during ground disturbing activities, excavations within a 50-foot radius of the find shall be temporarily halted or diverted. Ground disturbance work shall cease until a qualified paleontologist determines whether the resource requires further study. The paleontologist shall document the discovery as needed (in accordance with Society of Vertebrate Paleontology standards [Society of Vertebrate Paleontology 2010]), evaluate the potential resource, and assess the significance of the find under the criteria set forth in CEQA Guidelines Section 15064.5. The paleontologist shall notify the appropriate agencies to determine procedures that would be followed before construction activities are allowed to resume at the location of the find. If avoidance is not feasible, the paleontologist shall prepare an excavation plan for mitigating the effect of construction activities on the discovery. The excavation plan shall be submitted to the city of Menlo Park for review and approval prior to implementation, and all construction activity shall adhere to the recommendations in the excavation plan.

FINDING: Implementation of Mitigation Measures GS-5.1 and GS-5.2, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measures GS-5.1 and GS-5.2 would be feasible. The City hereby determines that any impacts related to paleontological resources after implementation of Mitigation Measures GS-5.1 and GS-5.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. No known fossils, unique paleontological resources, or unique geologic features are present in the vicinity of the Project Site. Although the surficial area of the Project Site is disturbed by prior construction, the disturbed surface is underlain by nonmarine Pleistocene alluvium that has the potential to contain unique paleontological resources. The potential impacts on paleontological resources would depend on the depth, extent, and type of soil-disturbing activities that would occur as a result of construction. As a result, destruction of unique paleontological resources, such as vertebrate fossils, would be a potentially significant impact. However, implementation of Mitigation Measure GS-5.1 and GS-5.2 would reduce the potential impact by requiring a worker education program regarding paleontological resources to be conducted and a protocol to be in place to stop work should paleontological resources be encountered. Implementation of these mitigation measures is feasible and would ensure that the significant impacts related to unknown paleontological resources would be reduced to a less-than-significant level.

Impact C-GS-3: Cumulative Impacts Related to Paleontological Resources. Cumulative development could result in a significant environmental impact with mitigation on paleontological resources; the Project Variant could be a cumulatively considerable contributor to any significant environmental impact.

Mitigation Measures: Implement Mitigation Measure GS-5.1 and Mitigation Measure GS-5.2.

FINDING: Implementation of Mitigation Measures GS-5.1 and GS-5.2, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measures GS-5.1 and GS-5.2 would be feasible. The City hereby determines that any cumulative impacts related paleontological resources after implementation of Mitigation Measures GS-5.1 and GS-5.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Excavation for the Project Variant combined with other reasonably foreseeable development projects would have the potential to result in development-related impacts on paleontological resources under the disturbed ground surface and a significant cumulative impact. However, implementation of Mitigation Measures GS-5.1 and GS-5.2 is feasible and would reduce the Project Variant's cumulative impact to a less-than-significant level. Other projects in the vicinity of the Project Site would also be required to include mitigation measures in compliance with the City's General Plan to reduce impacts to a less-than-significant level. In addition, excavation would be limited spatially to the Project Site (i.e., Project footprint) and would not combine with other projects to cause a cumulative impact. The cumulative impact would therefore be less than significant with mitigation.

6. HYDROLOGY AND WATER QUALITY

The topic of hydrology and water quality was analyzed in Section 3.12 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to hydrology and water quality discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact HY-1: Water Quality. The Project Variant could violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface water or groundwater quality after implementation of mitigation.

Mitigation Measures: Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2. See discussion under Impact HAZ-2, below.

FINDING: Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measures HAZ-2.1 and HAZ-2.2 would be feasible. The City hereby determines that any impacts related to groundwater quality after implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Contaminated groundwater could be encountered during dewatering for construction of the proposed underground parking areas and the emergency water reservoir, resulting in a potentially significant impact. In the event that contaminated groundwater is encountered during dewatering at the Project Site, the contractor may be subject to dewatering requirements in addition to those outlined in the

Construction General Permit. The Project Variant would be required to comply with the Municipal Regional Permit (MRP), which includes filing a Notice of Intent for permit coverage under the Construction General Permit, as well as local ordinances regarding stormwater and construction site runoff. Project Variant compliance with waste discharge requirements and dewatering regulations would ensure that dewatering activities would be monitored as required and that no violations of water quality standards or waste discharge requirements would occur. However, because of the potential to encounter contaminated groundwater during construction, the Project Variant would be required to incorporate the recommendations described in the site-specific investigations, including a Phase I environmental site assessment and a site assessment report. Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 is feasible and would reduce impacts to a less-than-significant level.

Impact C-HY-1: Cumulative Hydrology and Water Quality Impacts. Cumulative development could result in a significant environmental impact on hydrology and water quality; the Project Variant could be a cumulatively considerable contributor to any significant environmental impact.

Mitigation Measure: Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2. See discussion under Impact HAZ-2, below.

FINDING: Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2, which are hereby adopted and incorporated into the Project Variant, would reduce the cumulative impacts to a less-than-significant level. The City finds that Mitigation Measures HAZ-2.1 and HAZ-2.2 would be feasible. The City hereby determines that any cumulative impacts related to groundwater quality after implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Cumulative projects would be required to comply with the Construction General Permit to control runoff and regulate water quality at each development site, along with regional and local requirements regarding the protection of surface water and groundwater quality. Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 would reduce potential impacts by requiring an environmental site management plan prior to the start of construction to minimize any potential exposure of construction personnel, future site occupants, or the general public to contaminated soils and unknown environmental conditions/subsurface features, along with groundwater monitoring and sampling if dewatering is required within the footprint of the construction sites. Overall, implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 is feasible and would reduce the Project Variant's contribution to a cumulative impact to a less-than-significant-level.

7. HAZARDS AND HAZARDOUS MATERIALS

The topic of hazards and hazardous materials was analyzed in Section 3.13 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to hazards and hazardous materials discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact HAZ-2: Upset and Accident Conditions Involving Hazardous Materials. The Project Variant could create a significant hazard for the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

Mitigation Measure HAZ-2.1: Prepare and Implement an Environmental Site Management Plan. Prior to commencement of any ground disturbing activities, the Project Sponsor shall retain the services of a qualified environmental engineering firm to prepare and implement an Environmental Site Management Plan (ESMP) for review and approval by the appropriate regulatory agency. The purpose of the ESMP is to protect construction workers, the general public, the environment, and future site occupants from subsurface hazardous materials previously identified at the site and to address the possibility of encountering unknown contamination or hazards in the subsurface. The ESMP shall summarize soil and groundwater analytical data collected on the project site during past investigations; identify management options for excavated soil and groundwater, if contaminated media are encountered during deep excavations; and identify monitoring, irrigation, or other wells requiring proper abandonment in compliance with local, state, and federal laws, policies, and regulations.

The ESMP shall include measures for identifying, testing, and managing soil and groundwater suspected of or known to contain hazardous materials (including imported fill/soils, if imported fill/soils are needed as part of project construction). The ESMP shall: 1) provide procedures for evaluating, handling, storing, testing, and disposing of soil and groundwater during project earthwork and dewatering activities, respectively; 2) describe required worker health and safety provisions for all workers potentially exposed to hazardous materials in accordance with State and federal worker safety regulations; and 3) designate personnel responsible for implementation of the ESMP. The ESMP shall be prepared by a commercial environmental engineering firm with expertise and experience in the preparation of ESMPs and stamped by an appropriately licensed professional. In addition, the ESMP shall adhere to applicable oversight agency guidance associated with the handling of the aforementioned impacted media.

In addition, the ESMP shall establish protocols and measures for addressing the discovery of presently unknown environmental conditions or subsurface structures such as underground storage tanks (USTs), sumps, or wells, would include procedures for evaluating, handling, storing, testing and disposing of these unknown materials (as applicable), and would also establish required health and safety provisions for all workers who could be exposed to said hazardous materials (in accordance with state and federal worker safety regulations). If the environmental engineering firm subsequently identifies the need for further sampling, the Project Sponsor shall implement this and any other requirements identified in the ESMP.

Mitigation Measure HAZ-2.2: Require Groundwater Monitoring and Sampling prior to Dewatering Activity. Prior to any construction activity with the potential to require dewatering any ground disturbing activity, the Project Sponsor shall measure both water levels and water quality prior to and during dewatering, with a focus on potential constituents of concern, based on known or suspected water quality impacts within or near the Project Site. The Project Sponsor shall ensure the collection and testing of samples prior to initiating construction activities with the potential to require dewatering. The sampling locations shall be an appropriate distance from the proposed dewatering site, as determined by a geotechnical evaluation of local groundwater and soil conditions. If contaminated water is detected, remedial measures to limit potential exposure to affected media and/or contain the spread shall be implemented. Several options can be employed (e.g., implementing onsite treatment/remediation; disposing in the sewer system (with any appropriate pre-treatment) or at a hazardous materials disposal facility, depending on type and

level of contamination; tanking; or stopping or phasing underground construction. Affected water shall be handled with the appropriate use of personal protective equipment (PPE) and treated so that it complies with discharge and reporting requirements and applicable water quality objectives or hauled offsite for treatment and disposal at a permitted waste treatment facility. Upon disposal of the affected water, the Project Sponsor shall be responsible for demonstrating to the city of Menlo Park that the treatment and disposal requirements set forth in this mitigation measure have been met by providing a waste manifest or proof of a valid waste discharge requirement (WDR) permit.

Mitigation Measure HAZ-2.3: Conduct a Hazardous Building Materials Survey. Prior to the issuance of any demolition permit, the Project Sponsor shall conduct a Hazardous Building Materials Survey in accordance with DTSC's Preliminary Endangerment Assessment (PEA) Guidance Manual. The survey shall be performed by a licensed contractor at structures that are scheduled to be demolished but have not been surveyed previously (i.e., as part of the 2021 Limited Hazardous Materials Survey). The Hazardous Building Materials Survey shall identify the presence of hazardous building materials, including asbestos-containing materials (ACMs), lead-based paint (LBP), and polychlorinated biphenyls (PCBs). Should this survey determine that hazardous building materials are present, the following actions shall be implemented by the Project Sponsor:

- A health and safety plan shall be developed by a certified industrial hygienist for potential LBP, asbestos, or other hazardous building material risks present during demolition. The health and safety plan shall then be implemented by a licensed contractor. The health and safety plan shall comply with federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA) requirements.
- Necessary approvals shall be acquired from the city of Menlo Park and/or county (by the licensed contractor) for specifications or commencement of abatement activities. Abatement activities shall be conducted by a licensed contractor.
- The Bay Area Air Quality Management District (BAAQMD) shall be notified 10 days prior to initiating demolition at structures that contain asbestos. Section 19827.5 of the California Health and Safety Code requires local agencies not to issue demolition or alteration permits until an applicant has demonstrated compliance with the notification requirements under applicable federal regulations regarding hazardous air pollutants, including asbestos. In addition:
    - Asbestos shall be disposed of at a licensed disposal facility, to be identified by the licensed contractor.
    - The local office of Cal/OSHA shall be notified of asbestos abatement activities.
    - Asbestos abatement contractors shall follow state regulations contained in 8 CCR 1529 and 8 CCR 341.6 through 341.14 where asbestos-related work would involve 100 square feet or more of ACM.
    - Asbestos removal contractors shall be certified as such by the Contractors Licensing Board of the State of California. The owner of the property where abatement is to occur shall have a hazardous waste generator number assigned by and registered with the California Department of Health Services in Sacramento.
    - The contractor and hauler of hazardous building materials shall file a hazardous waste manifest, with details about hauling the material from the site and disposing

of it. Pursuant to California law, the city of Menlo Park shall not issue the required permit until the Project Sponsor has complied with the notice requirements described above.

Mitigation Measure HAZ-2.4: Conduct a Focused Soil Vapor Intrusion Investigation. Prior to construction, the Project Sponsor shall retain the services of a qualified environmental consulting firm to conduct a focused soil vapor investigation. The investigation shall be conducted in the areas that are designated for residential and office/R&D use and shall be designed to protect building occupants from potential long-term impacts associated with vapor intrusion. The investigation shall provide the data needed to determine whether long-term engineering controls shall be needed as part of the proposed building development. The soil vapor investigation's methodology and sampling program shall be conducted by an environmental consulting firm with applicable expertise and experience and would be performed under any applicable oversight agency's current guidance. The soil vapor investigation shall be implemented by the Project Sponsor prior to construction of buildings on the Project Site.

If the environmental consulting firm or appropriate regulatory agency providing oversight determines engineering controls are required, they shall be designed by a qualified engineer in compliance with requirements of the appropriate regulatory agency and/or the city of Menlo Park to address vapor conditions by redirecting and/or minimizing soil vapor (e.g., the February 2023 Supplemental Guidance: Screening and Evaluating Vapor Intrusion prepared by the California Department of Toxic Substances Control and the California State Water Resources Control Board or the prevailing applicable requirements at the time the Project is implemented). The performance of the installed vapor mitigation systems shall be confirmed by appropriate quality assurance/quality control inspection and test methods, as certified by the design engineer, and the certification shall be provided to the appropriate regulatory agency providing oversight and city of Menlo Park as needed.

Specific engineering controls may include, but shall not be limited to:

- Installation of subsurface migration barriers; and/or
- Inclusion of ventilated foundations for any proposed structures; and/or
- The use and implementation of an alternative method or structural design to address soil gas releases and reduce the potential for hazardous conditions to occur.

Appropriate engineering control systems shall be determined with concurrence, approval, and oversight from the appropriate regulatory agency providing oversight and shall be dependent on building placement and construction.

FINDING: Implementation of Mitigation Measures HAZ-2.1, HAZ-2.2, HAZ-2.3, and HAZ-2.4, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds Mitigation Measures HAZ-2.1, HAZ-2.2, HAZ-2.3, and HAZ-2.4 would be feasible. The City hereby determines that any impacts related to upset and accident conditions involving hazardous materials after implementation of Mitigation Measures HAZ-2.1, HAZ-2.2, HAZ-2.3, and HAZ-2.4 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially

lessen the significant environmental effect, as identified in the EIR. Because it is possible that residual soil or groundwater contaminants exist on the Project Site, ground disturbance, excavation, and dewatering activities conducted during construction of the Project Variant could encounter affected soils and contaminated groundwater could result in potential exposure risk for construction personnel and the surrounding environment. In addition, hazardous building materials such as asbestos, lead, and PCBs could be present. As such, demolition activities associated with the Project Variant could create a potential risk for construction personnel and the surrounding environment from an exposure to hazardous building materials.

Mitigation Measures HAZ-2.1 through HAZ-2.3 would reduce potential impacts associated with construction and operation of the Project Variant by requiring an environmental site management plan prior to the start of construction to minimize any potential exposure of construction personnel, future site occupants, and the general public to contaminated soils and unknown environmental conditions/subsurface features. The mitigation measures would also require monitoring and groundwater sampling to ensure adequate treatment and disposal and address potential risks associated with contaminated groundwater encountered during dewatering. In addition, proper abatement procedures would be implemented at buildings and structures with known hazardous building materials that would be demolished as part of the Project Variant. In addition, implementation of Mitigation Measure HAZ-2.4 would require additional soil vapor investigation in areas designated for residential use to address the potential soil vapor intrusion risk associated with the Project Variant. Implementation of Mitigation Measures HAZ-2.1, HAZ-2.2, HAZ-2.3, and HAZ-2.4 is feasible and would reduce potentially significant impacts related to the release of hazardous materials from affected media onsite to a less-than-significant level.

Impact HAZ-3: Exposure to Schools. The Project Variant could emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school.

Mitigation Measures: Implement Mitigation Measure HAZ-2.1, Mitigation Measure HAZ-2.2, and Mitigation Measure HAZ-2.3.

FINDING: Implementation of Mitigation Measures HAZ-2.1, HAZ-2.2, and HAZ-2.3, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds Mitigation Measures HAZ-2.1, HAZ-2.2, and HAZ-2.3 would be feasible. The City hereby determines that any impacts related to emitting hazardous emissions or handling hazardous materials within 0.25 mile of schools after implementation of Mitigation Measures HAZ-2.1, HAZ-2.2, and HAZ-2.3 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. The Project Site is within 0.25 mile of Menlo-Atherton High School and Menlo Children's Center. Construction activities associated with the Project Variant could encounter residual contamination in soil during ground disturbance as well as affected groundwater during dewatering. In addition, demolition activities could uncover and expose construction personnel and the surrounding environment to hazardous building materials, which would be a potentially significant impact. Implementation of Mitigation Measures HAZ-2.1 through HAZ-2.3 would reduce potential impacts of the Project Variant by requiring an environmental site management plan prior to the start of construction to minimize any potential exposure of construction personnel, future site occupants, and the general public to contaminated soils and unknown environmental conditions/subsurface features. The mitigation measures would also

require monitoring and groundwater sampling to ensure adequate treatment and disposal and address potential risks associated with contaminated groundwater encountered during dewatering. In addition, proper abatement procedures would be implemented at buildings and structures with known hazardous building materials that would be demolished. Implementation of these mitigation measures would therefore reduce potentially significant impacts related to the handling of hazardous or acutely hazardous materials near schools to a less-than-significant level.

Impact HAZ-4: Cortese List. The Project Variant would be located on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, could create a significant hazard for the public or the environment.

Mitigation Measures: Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2.

FINDING: Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts to a less-than-significant level. The City finds that Mitigation Measures HAZ-2.1 and HAZ-2.2 would be feasible. The City hereby determines that any impacts related to residual contamination in onsite soils on a Cortese List site after implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 would not be significant. (CEQA Guidelines Section 15091(a)(1).)

FACTS IN SUPPORT OF FINDING: Changes or alterations have been required in, or incorporated into, mitigation measures for the Project Variant that would avoid or substantially lessen the significant environmental effect, as identified in the EIR. Contamination associated with the SRI and SRI International properties was addressed to the satisfaction of the oversight agencies. Thus, impacts associated with leaking underground storage tanks are considered unlikely. Nonetheless, the Project Variant would be located on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5, resulting in the potential to encounter residual affected media. This would be a potentially significant impact. Implementation of Mitigation Measures HAZ-2.1 and HAZ-2.2 is feasible and would reduce the potential impacts of the Project Variant by requiring an environmental site management plan prior to the start of construction. Implementation of the mitigation measures under the Project Variant would therefore reduce any potential exposure of construction workers or the public to residual contamination in onsite soils, if encountered, to a less-than-significant level.

C. Findings Regarding Significant and Unavoidable Impacts

The EIR identified the following significant and unavoidable adverse environmental impacts associated with approval of the Project Variant, some of which can be reduced, although not to a less-than-significant level, through implementation of mitigation measures identified in the EIR. The City finds there are no additional feasible mitigation measures or alternatives that could be adopted at this time that would reduce these significant and unavoidable impacts to a less-than-significant level. For each significant and unavoidable impact identified below, the City has made a finding(s) pursuant to Public Resources Code Section 21081.

However, for reasons set forth in Section VIII, Statement of Overriding Conditions, below, the City Council has determined that overriding economic, social, and other considerations outweigh the Project Variant's significant and unavoidable effects. The findings in this section are based on information presented in the EIR, the discussion and analysis of which is hereby incorporated in full by this reference, and all materials in the recording of proceedings for the Project Variant as set forth in Section V above.

Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

1. NOISE

The topic of noise was analyzed in Section 3.7 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant. The Draft EIR determined that the Project Variant could result in the significant impacts related to noise and vibration discussed below, and recommended the mitigation measures that follow. Again, the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references below in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact NOI-1: Construction Noise. Construction of the Project Variant would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the Project in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies.

Mitigation Measure NOI-1.2: Install Sound Barrier. Prior to issuance of the first construction permit, a permanent or temporary noise barrier shall be erected along the property line immediately south of the townhomes. The temporary barrier shall not be removed until the barrier is no longer needed to reduce noise from construction activities and comply with the thresholds identified in this EIR. The barrier shall start at Laurel Street, then continue perpendicularly to Laurel Street along the property line for a distance of approximately 330 feet. The barrier shall continue parallel to Barron Street along the property line for a distance of approximately 400 feet and end at Burgess Drive. The distances cited here are preliminary and based on the preliminary Project design. The actual distances shall be determined in a more precise manner during the design phase for the noise barrier. The temporary noise barriers shall be at least 12 feet high and constructed from a material with a minimum weight of 2 pounds per square foot, with no gaps of perforations. All noise control barrier walls shall be designed to preclude structural failure due to such factors as wind, shear, shallow soil failure, earthquake, or erosion. The design and location of the sound barrier shall be supported by a technical analysis of the proposed design and installed prior to demolition/construction. The design of the sound barrier may be incorporated into the noise control plan in Mitigation Measure NOI-1.3.

Mitigation Measure NOI-1.3: Implement Noise Reduction Plan to Reduce Construction Noise. Prior to issuance of any demolition, grading, and/or building permits for construction of the Project Variant, the Project Sponsor and/or contractor(s) shall (i) develop a construction noise control plan to reduce noise levels and demonstrate how the Project Variant will comply with Menlo Park Municipal Code daytime (i.e., during non-exempt hours) and nighttime noise standards to the extent feasible and practical, subject to review and determination by the Community Development Department, and (ii) provide a note on all development plans, stating that, during ongoing grading, demolition, and construction, the Project Sponsor shall be responsible for requiring contractors to implement measures to limit construction-related noise, as set forth in the plan and in this mitigation measure (NOI-1.3). The plan shall also include measures to reduce noise levels such that a 10-decibel (dB) increase over the ambient noise level does not occur at nearby noise-sensitive land uses to the extent feasible and practical, as determined by the city of Menlo Park. For concrete pouring occurring during early-morning hours, the closest distance that equipment for concrete pouring shall operate to noise-sensitive land uses is 100 feet, which applies to residential properties and the church

property on the north side of Ravenswood Avenue. Equipment for concrete pouring shall operate no closer than 200 feet from the property line of residential properties in the Classics of Burgess Park or Linfield Oaks neighborhoods. These distances are based on the anticipated locations for the concrete pouring activities.

The plan shall demonstrate that, to the extent feasible and practical, noise from concrete pouring activities and emergency well construction that occur overnight and between 6:00 a.m. and 8:00 a.m. will comply with the applicable city of Menlo Park noise limit of 50 A-weighted decibels (dBA) from 10:00 p.m. to 7:00 a.m. or 60 dBA from 7:00 a.m. to 10:00 p.m. at the nearest existing residential or noise-sensitive land use. The plan shall also demonstrate that, to the extent feasible and practical, as determined by the city, noise from individual pieces of equipment proposed for use will not exceed the limit for powered equipment (i.e., 85 dBA L_{eq} at 50 feet) and combined noise from construction activities during all hours will not result in a 10 dB or greater increase beyond the ambient noise level at the nearest noise-sensitive land uses. Activities that would produce noise above applicable daytime or nighttime limits shall be scheduled only during normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). If it is determined that a particular piece of equipment will not meet the requirements of this mitigation measure, that equipment shall not be used outside normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). The plan shall be approved by the city prior to the issuance of building permits to confirm the precise noise minimization strategies that will be implemented and document the strategies that will be employed to the extent feasible and practical.

The measures to reduce noise from construction activity may include, but are not limited to, the following:

- Require all construction equipment to be equipped with mufflers and sound control devices (e.g., intake silencers, ducts, engine enclosures, acoustically attenuating shields, noise shrouds) that are in good condition (i.e., at least as effective as those originally provided by the manufacturer) and appropriate for the equipment.
- Maintain all construction equipment to minimize noise emissions.
- Locate construction equipment as far as feasible from adjacent or nearby noise-sensitive receptors.
- Stockpiling locations shall be as far as feasible from adjacent or nearby noise-sensitive receptors.
- Require all stationary equipment to be located so as to maintain the greatest possible distance from nearby existing buildings, where feasible and practical.
- Require stationary noise sources associated with construction (e.g., generators and compressors) in proximity to noise-sensitive land uses to be muffled and/or enclosed within temporary enclosures and shielded by barriers, to the extent feasible and practical.
- Install noise-reducing sound walls or fencing (e.g., temporary fencing with sound blankets) around noise-generating equipment, to the extent feasible and practical, where no perimeter wall is provided. See also Mitigation Measure NOI-1.2.
- Prohibit the idling of inactive construction equipment for prolonged periods (i.e., more than 2 minutes) during early-morning hours.

- Provide advance notification by mailing/delivering notices to surrounding land uses regarding the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period.
- Provide the name and telephone number of an onsite construction liaison through onsite signage and the notices mailed/delivered to surrounding land uses. If construction noise is found to be intrusive to the community (i.e., if complaints are received), the construction liaison shall take reasonable efforts to investigate the source of the noise and require that reasonable measures be implemented to correct the problem.
- Use electric motors rather than gasoline- or diesel-powered engines to avoid noise associated with compressed air exhaust from pneumatically powered tools, to the extent feasible and practical (as determined by the city). Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust could be used; this muffler can lower noise levels from the exhaust by about 10 dB. External jackets on the tools themselves could be used, which could achieve a reduction of 5 dB.
- Limit the use of public address systems.
- Limit construction traffic to the haul routes established by the city.

The Project Sponsor and/or the contractor(s) shall obtain a permit to complete work outside the normal daytime construction hours outlined in the Menlo Park Municipal Code (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday); this may be incorporated into the conditional development permit for the Project Variant. Furthermore, the plan shall require verification that construction activities will be conducted at adequate distances or otherwise shielded with sound barriers, as determined through analysis, from noise-sensitive receptors when occurring outside normal daytime construction hours; compliance with the Menlo Park Municipal Code will be verified through measurement.

FINDING: Implementation of Mitigation Measures NOI-1.2, and NOI-1.3, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts, but not to a less-than-significant level. Although the City finds that Mitigation Measures NOI-1.2, and NOI-1.3 would be feasible, and that there are no additional feasible mitigation measures that will reduce this impact to a less-than-significant level. The City hereby determines that specific considerations make further mitigation measures or alternatives infeasible; therefore, any impacts related to construction noise would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: Daytime construction activities of the Project Variant would result in a temporary noise level greater than 10 decibels (dB), relative to the existing noise level. In addition, nighttime and early-morning construction noise would affect noise-sensitive land uses near the emergency water reservoir (i.e., residences north of Ravenswood Avenue, near Middlefield Road). Because noise limits would be exceeded during construction, impacts would be potentially significant. A construction noise reduction plan, per Mitigation Measure NOI-1.3, would be implemented to reduce the noise levels from construction activities for the Project Variant. However, such a plan may not be able to ensure that noise would be below the applicable thresholds in all circumstances. Implementation of Mitigation Measure NOI-1.2 during Project Variant construction would reduce noise by requiring installation of a noise barrier. For the sensitive land uses at 200 feet (i.e., single-family residences in the Linfield Oaks and Classics of Burgess Park neighborhoods), this noise barrier, along with intervening buildings would reduce noise from the concrete pours such that the noise limit would not be exceeded. However, noise from concrete pours occurring 100 feet from the homes north of Ravenswood Avenue would not be blocked by intervening buildings or a barrier. It is not feasible to add a noise barrier between

the homes north of Ravenswood Avenue and the concrete pour location adjacent to Residential Building 1, because a barrier in this location could interfere with construction operations, such as personnel and vehicles accessing the site. Taken together, these mitigation measures may not be able to ensure that noise would be below the applicable thresholds in all circumstances. The construction noise reduction plan and noise barrier would reduce noise, but noise levels could temporarily be as high as 97 dBA L_{eq}, as conservatively measured without any noise attenuation or reduction measures. Even with implementation of Mitigation Measures NOI-1.2 and NOI-1.3, substantial temporary increase in noise would occur during certain construction activities. Although the substantial increase in noise would be temporary and limited to only certain construction activity, the increase could nevertheless adversely affect surrounding land uses that are sensitive to noise, particularly during construction activities that occur in the nighttime and early morning hours. As a result, the City finds that impacts under the Project Variant related to nighttime, early-morning, and daytime construction noise would be significant and unavoidable with implementation of all feasible mitigation.

Impact NOI-3: Ground-borne Vibration. The Project Variant would generate excessive ground-borne vibration or ground-borne noise levels.

Mitigation Measure NOI-3.1: Vibration Control Measures for Annoyance from Construction Activities. Daytime construction activity involving an excavator, or other equipment capable of generating similar vibration levels, shall take place no closer than 50 feet from residential or other sensitive land uses, to the extent feasible and practical, subject to review and approval by the Community Development Department; equipment smaller than an excavator may operate less than 50 feet from residential land uses. Jackhammers shall be further restricted, operating no closer than 30 feet from residential land uses. The 50-foot restriction may be greater for equipment that results in greater vibration levels than an excavator. Maintaining these distances between equipment and the nearest sensitive land uses would ensure that vibration levels would be below a peak particle velocity (PPV) of 0.032 inch per second (in/sec). Early-morning construction activity involving concrete trucks shall occur after 7:00 a.m. when the daytime threshold from ConnectMenlo is applicable (0.032 in/sec) rather than the nighttime threshold (0.016 in/sec).

When construction requires the use of the aforementioned types of equipment closer to nearby sensitive uses or before the allowable hours, reduction measures shall be incorporated, to the extent feasible and practical, such as the use of smaller or less vibration-intensive equipment. The feasibility of reduction measures shall be subject to review and determination by the Community Development Department. In addition, the construction contractor shall appoint a vibration coordinator for the Proposed Project who will serve as the point of contact for vibration-related complaints during construction. Contact information for the vibration coordinator will be posted at the Project Site and on a publicly available website for the Proposed Project. Should complaints be received, the vibration coordinator shall work with the construction team to adjust activities, to the extent feasible and practical, and reduce vibration or reschedule activities for a less sensitive time. The vibration coordinator shall notify the Community Development Department of all vibration-related complaints and actions taken to address the complaints.

FINDING: Implementation of Mitigation Measure NOI-3.1, which is hereby adopted and incorporated into the Project Variant, would reduce the impacts, but not to a less-than-significant level. Although the City finds that Mitigation Measure NOI-3.1 would be feasible, there are no additional feasible mitigation measures that will reduce this impact to a less-than-significant level. The City hereby determines that specific considerations make further mitigation measures or alternatives infeasible; therefore, any impacts related to ground-borne vibration during construction would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: Most construction activities would occur more than 15 feet from offsite uses because construction along the perimeter of the site would be short term compared to the overall duration of construction.

The shortest distance between construction equipment and existing buildings is expected to be approximately 15 feet, which could occur in the Linfield Oaks or Classics of Burgess Park neighborhoods. The length of time that equipment would operate within 15 feet of residences in these neighborhoods would be limited to only 3 to 4 days during grading for landscaping-related activities. Nevertheless, because equipment could be as close as 15 feet, this distance is conservatively used in the vibration evaluation in the EIR. During the early-morning concrete pours, equipment would operate within the interior of the Project Site, not near existing residential uses. However, a loaded concrete truck traveling within approximately 70 feet of existing residential uses could generate a vibration level greater than the nighttime threshold specified in the ConnectMenlo EIR. Additionally, construction of the emergency well, which would be included as part of the emergency water reservoir, would occur for 24 hours per day for 10 days and could be located as close as 60 feet to existing residences north of Ravenswood Avenue. Therefore, the construction vibration impact from nighttime and early morning construction would be potentially significant.

Implementation of Mitigation Measure NOI-3.1 would reduce vibration levels from construction activity during daytime and early-morning hours by requiring larger equipment to operate at distances greater than 15 feet from sensitive land uses to the extent feasible; a vibration coordinator would be required to address any vibration-related complaints received. However, it may not be possible to ensure that vibration levels at all times and at all locations would be reduced to a level below the “strongly perceptible” level or below the thresholds identified in the ConnectMenlo EIR because larger equipment may need to operate at closer distances to sensitive land uses. Therefore, temporary impacts related to construction vibration under the Project Variant would be significant and unavoidable with implementation of all feasible mitigation.

Impact C-NOI-1: Cumulative Construction Noise. Cumulative development would result in a significant environmental impact related to construction noise; the Project Variant would be a cumulatively considerable contributor to a significant environmental impact.

Mitigation Measure: Implement Mitigation Measure NOI-1.1 and Mitigation Measure NOI-1.2.

FINDING: Implementation of Mitigation Measures NOI-1.1 and NOI-1.2, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts, but not to a less-than-significant level. Although the City finds that Mitigation Measures NOI-1.1 and NOI-1.2 would be feasible, there are no additional feasible mitigation measures that will reduce this impact to a less-than-significant level. The City hereby determines that specific considerations make further mitigation measures or alternatives infeasible; therefore, any impacts related to cumulative construction noise would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: If the construction of multiple projects in the area overlaps, cumulative construction noise impacts would be potentially significant. Because the Project Variant on its own would result in a significant impact, its contribution would be cumulatively considerable. Although implementation of Mitigation Measures NOI-1.1 and NOI-1.2 would reduce the Project Variant’s construction noise impacts, such impacts were determined to be significant and unavoidable. Based on the analysis above, the Project Variant’s contribution to cumulative impacts related to construction noise would be cumulatively considerable, even with implementation of all feasible mitigation.

2. CULTURAL RESOURCES

The topic of cultural and tribal resources was analyzed in Section 3.8 of the Draft EIR for the Proposed Project and Chapter 4 for the Project Variant, including historical resources. The Draft EIR determined that the Project Variant could result in the significant impacts related to historical resources discussed below, and recommended the mitigation measures that follow. Again, note that the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses proposed by approximately 380,000 SF, and any references in this Section to the "Project Variant" also apply to the Parkline Master Plan Project.

Impact CR-1: Historical Resources. The Project Variant would cause a substantial adverse change in the significance of historical resources, pursuant to Section 15064.5.

Mitigation Measure CR-1.1: Documentation. Prior to issuance of any demolition, grading, or construction permits for the site, the Project Sponsor shall undertake documentation of all contributing buildings and landscape elements of the SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). The documentation shall be funded by the Project Sponsor and undertaken by a qualified professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture (Code of Federal Regulations, Title 36, Part 61, Appendix A). Documentation shall be submitted to the Menlo Park Planning Division, or a qualified historic consultant, for review prior to issuance of demolition permits. The documentation package created shall consist of the items listed below:

- CR-1.1.a: Digital Photography
- CR-1.1.b: Historical Report
- CR-1.1.c: Site Plan and Drawings

The documentation materials shall be submitted to the Northwest Information Center at Sonoma State University, the repository for the California Historical Resources Information System. The documentation shall also be offered to state, regional, and local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, San Mateo County History Museum, Computer History Museum, and SRI International. Materials will be provided in archival digital and/or hard-copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research.

Mitigation Measure CR-1.1.a: Digital Photography. Digital photographs shall be taken of all contributing buildings and landscape elements. Photographs will capture the overall character and setting of the eligible SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). All digital photography shall be conducted according to current National Park Service standards, as specified in the National Register Photo Policy Factsheet.75 The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required.

Photograph views for the data set shall include:

- At least one photograph of each contributing building, which may be the primary façade or an oblique view showing the primary façade and a secondary façade;
- Photographs of all façades of the three individually eligible buildings (Buildings 100, A, and E);

- Detail views of character-defining features of the three individually eligible buildings (Buildings 100, A, and E);
- Representative interior views of the three individually eligible buildings (Buildings 100, A, and E); and
- Contextual views of the site and each contributing landscape element.

All photographs shall be referenced on a photographic key map or site plan. The photographic key shall show the photograph number, with an arrow to indicate the direction of the view. Digital photographs shall be in an uncompressed RAW file format and saved as TIFF files. Each image shall be a minimum of 1,600 by 1,200 pixels, at 300 pixels per inch or larger, and in color. The file name for each electronic image shall correspond with the name in the index of photographs and on the photograph label. If repositories request hard copies, the photographs shall be printed on archival paper.

Drone photographs of the site shall be taken and saved in a digital file format on an archival DVD, then submitted to the repositories with the photographic documentation. The use of digital photography and drone photography is encouraged in CR-1.2: Interpretive Program.

Mitigation Measure CR-1.1.b: Historical Report. A written historical narrative and report that meets Historic American Buildings Survey (HABS) historical report guidelines shall be produced for the three individually eligible buildings. This HABS-style historical report may be based on documentation provided in the 2022 historic resource evaluation for the site and include historic photographs and drawings, if available. The HABS-style historical report shall follow an outline format, with a statement of significance and a description of the buildings. The HABS-style historical report shall be submitted to the repositories along with the historic resource evaluation (2022), which documents the history of the site and the historic district.

Mitigation Measure CR-1.1.c: Site Plan and Drawings. An existing-conditions site plan shall be produced, depicting the current configuration and spatial relationships of the contributing buildings and landscape features. The existing-conditions site plan shall be prepared by a professional who meets the Secretary of the Interior's professional qualification standards for architecture or historic architecture and reviewed by the professional retained to prepare the written history. Documentation of plantings is not required, but a depiction of the locations and types of mature trees, as well as designed hardscape and landscape features, shall be included.

Reasonable efforts shall be made to locate original drawings and/or site plans of the district and contributing buildings from its period of significance. If located, selected representative drawings (e.g., site plans, elevations, sections, relevant key details) shall be photographed or scanned at high resolution, reproduced, and included in the dataset.

Original architectural drawings or as-built drawings of the three individually eligible buildings proposed for demolition shall be submitted as part of the documentation package. Original drawings for Buildings A and E are known to be available in the SRI International records and therefore should be reproduced. Reasonable efforts should be made to locate original drawings for Building 100. If original architectural or construction drawings of Building 100, including floor plans and elevations, cannot be located, measured drawings shall be prepared, according to HABS guidelines, by a professional who meets the Secretary of the Interior's professional qualification standards for architecture or historic architecture and reviewed by the professional retained to prepare the written history.

Mitigation Measure CR-1.2: Interpretive Program. The Project Sponsor, in consultation with a qualified historian or architectural historian who meets the Secretary of the Interior's professional qualification standards and an experienced exhibit design professional, shall develop an interpretive program for the site. The interpretive program plan shall be reviewed by the Menlo Park Planning Division and/or a qualified historic consultant prior to the issuance of any permits for demolition, grading, or construction on the site. The plan shall include information regarding the proposed format and location of the content, along with information regarding the high-quality graphics and written narratives that will be incorporated. The interpretive display/feature shall be fully implemented and/or installed concurrent with the completion of common public open spaces and/or pathways along Ravenswood Avenue but not later than prior to issuance of the final certificate of occupancy for Parkline (Proposed Project) and inspected by Menlo Park Planning Division staff members and/or a qualified historic consultant to confirm its adherence to requirements of the approved interpretive program.

The Project Sponsor shall provide a robust interpretive program with multiple permanent outdoor displays concerning the history of SRI International. The high-quality interpretive displays shall be installed within the Project Site boundaries; made of durable, all-weather materials; and positioned to allow high public visibility and interactivity. In addition to narrative text, the interpretative displays may include photographs, news articles, memorabilia, and drawings. The interpretive program may use source materials from the historic resource evaluation or materials prepared as part of Mitigation Measure CR-1.1 but should also incorporate other primary and secondary sources, such as existing oral histories, historic photographs, and video footage where available and practicable. In addition to interpreting the overall significance of the SRI International campus as a historic district, the interpretive displays shall feature information on the individual significance of Buildings 100, A, and E, including the specific innovations, significant persons, and architecture associated with those buildings, as applicable.

In addition to interpretive displays in public areas of the site, the Project Sponsor may consider additional means of onsite interpretation, including digital interpretation methods (e.g., websites, mobile applications, interpretive videos, drone footage, virtual- or augmented-reality experiences, artwork inspired by or related to the history of the site). Creative means of interpretation, such as landscape and play features, along with other means of presenting information regarding the history and development of the site, are encouraged.

Although the interpretive program shall include information on the history and development of SRI International, as well as the important persons and innovations associated with the institution, interpretation may also include information on previous eras of site history, such as the residential estate era and Dibble General Hospital era.

Mitigation Measure CR-1.3: Relocation of SRI Monument. The Project Sponsor, in consultation with a qualified historian or architectural historian who meets or exceeds the Secretary of the Interior's qualifications standards, and a professional conservator shall develop and implement a relocation plan for the SRI International Monument. The receiver site shall retain the relationship between the SRI Monument and the campus setting, the landscape materials, and the immediate setting to the extent feasible. Altering the setting and placing the SRI International Monument along a prominent walkway axis is not recommended as it may negatively impact the historic character of the setting.

The SRI International Monument relocation plan shall include:

1) Identification of a receiver site on the Project Site.

i. Description of how the receiver site reflects the historic setting of the SRI International Monument south of Building I, on the brick median in the visitor parking lot west of Building A.

ii. Specifications for the removal of the SRI International Monument from its current location, transport to the receiver site, and identification of possible secure, environmentally controlled storage location during construction of the Project Variant. The specifications shall include protective measures to ensure the monument is not damaged during removal, transport, storage, and re-installation. The specifications shall include a timeline for removal and storage that will occur following the Historic American Buildings Survey (HABS) photographic documentation and prior to the beginning of ground-disturbing construction.

iii. Project plans or drawings that show the SRI International Monument clearly identified on demolition drawings as well as the receiver site on construction plans.

The SRI International Monument relocation plan shall be reviewed by the Menlo Park Planning Division prior to the issuance of any permits for demolition, grading, or construction on the Project Site. The final SRI International Monument relocation plan shall be submitted to the construction superintendents and confirmation of receipt shall be documented via email.

Mitigation Measure CR-1.4: Documentation of the Chapel. Prior to issuance of a demolition permit for the First Church of Christ, Scientist and Alpha Kids Academy (Chapel buildings), the Project Sponsor shall undertake documentation of the Chapel at 201 Ravenswood Avenue. The documentation shall be funded by the Project Sponsor and undertaken by a qualified professional(s) who meets the Secretary of the Interior's Professional Qualification Standards for history, architectural history, or architecture (Code of Federal Regulations, Title 36, Part 61, Appendix A) and be submitted for review by the Menlo Park Planning Division prior to issuance of a demolition permit for the Chapel buildings. The documentation package created shall consist of the items listed below, consisting of (a) digital photography and (b) a historical report. The documentation materials shall be submitted to the Northwest Information Center at Sonoma State University, the repository for the California Historical Resources Information System. The documentation shall also be offered to local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, and San Mateo County History Museum. Materials shall either be provided in archival digital and/or hard copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research. Although the documentation would use some of the guidelines and specifications developed for the Historic American Buildings Survey (HABS), the documentation package would not need to be delivered as HABS documentation to the Library of Congress.

(a) Digital Photography. Digital photographs shall be taken of the Chapel at 201 Ravenswood Avenue. All digital photography shall be conducted according to current National Park Service (NPS) standards, as specified in the National Register Photo Policy Factsheet (updated May 2013). The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required. Photograph for the data set shall include:

- Photographs of all façades
- Detailed views of character-defining features
- Representative interior views of the nave and narthex

- Contextual views of the site, including the courtyards at the corners of the cross plan for the Chapel. Contextual views may include the multi-use building, but full façade and detailed views of the multi-use building are not required.

(b) Historical Reports. A written historical narrative and report that meets HABS Historical Report Guidelines shall be produced for the Chapel at 201 Ravenswood Avenue. This HABS-style historical report may be based on the documentation provided in the 2024 Department of Parks and Recreation 523 form evaluation for the property and include historic photographs and drawings, if available. The HABS-style historical report shall follow an outline format, with a statement of significance for the building and a description of the building.

FINDING: Implementation of Mitigation Measures CR-1.1, CR-1.2, CR-1.3, and CR-1.4, which are hereby adopted and incorporated into the Project Variant, would reduce the impacts, but not to a less-than-significant level. Although the City finds that Mitigation Measures CR-1.1, CR-1.2, CR-1.3, and CR-1.4 would be feasible, there are no additional feasible mitigation measures that will reduce this impact to a less-than-significant level. The City hereby determines that specific considerations make further mitigation measures or alternatives infeasible; therefore, impacts related to historical resources would be significant and unavoidable.

FACTS IN SUPPORT OF FINDING: The Project Variant would demolish 23 out of 26 existing commercial buildings at the Project Site that are considered contributors to a potentially eligible historic district, plus the two Chapel buildings at 201 Ravenswood Avenue. The Project Variant would result in significant impacts to the SRI Campus historic district and the four individually significant buildings (Building 100, Building A, and Building E and the Chapel at 201 Ravenswood Avenue). Implementation of the Project Variant would require demolition of the four individually significant buildings, 23 of the 26 historic district contributor buildings, and one of two contributing landscape features, all of which are considered historical resources, as defined in CEQA Guidelines Section 15064.5. As a result, the historic district and four individual buildings would lose eligibility for listing in the CRHR. The Project Variant would implement Mitigation Measures CR-1.1 (including CR-1.1.a, CR-1.1.b, CR-1.1.c), CR-1.2, and CR-1.3, which would reduce the potential level of impact on the three individually CRHR-eligible historical resources and the potential impact on the CRHR-eligible SRI Campus historic district by requiring documentation and interpretation and/or commemoration of the resources to be demolished and the relocation of a contributing landscape feature of the historic district. However, the demolition of historical resources cannot be mitigated to a less-than-significant level, and impacts on built-environment resources at the SRI Campus historic district would be significant and unavoidable with mitigation. In addition, Mitigation Measure CR-1.4 would require documentation of the Chapel to be demolished, which would lessen the impacts associated with the Project Variant. However, demolition cannot be mitigated to reduce impacts to a less-than-significant level. Impacts under the Project Variant on the Chapel would remain significant and unavoidable with implementation of all feasible mitigation.

VII. FINDINGS REGARDING ALTERNATIVES

As required under CEQA, the Project EIR analyzed a reasonable range of alternatives to the Project and evaluated the environmental impacts and feasibility of each alternative, as well as the ability of the alternatives to meet Project objectives. The Project objectives are listed in Chapter 2 (Project Description) of the Draft EIR; the potentially significant environmental effects of the Proposed Project, including feasible mitigation measures identified to avoid significant environmental impacts, are analyzed in Chapter 3 (Environmental Impact Analysis) and Chapter 4 (Project Variant Analysis) of the Draft EIR; the alternatives are described in detail in Chapter 6 (Alternatives Analysis) of the Draft EIR. As the Parkline Master Plan Project is a modified version of the Project Variant itself by reducing the amount of non-residential uses by approximately 380,000 SF, any references below

in this Section to the "Proposed Project" or "Project Variant" also apply to the Parkline Master Plan Project.

Brief summaries of the alternatives are provided below.

A. Alternatives Considered and Rejected during the Scoping/Project Planning Process

The following potential alternatives to the Project Variant were identified and considered City but were ultimately not selected for further evaluation in the EIR.

- **Alternative Site Location:** Any sites outside of the City, to the extent they exist and are available, would not satisfy most of the basic Project objectives, including objectives related to redevelopment of SRI's aging R&D campus into a financially viable residential and commercial mixed-use neighborhood. SRI International has owned and operated the Project Site since the 1940s as an R&D campus. Therefore, relocating the Project Variant outside of the City would essentially be a different project rather than an alternative to the Project Variant. Other than the Project Site, there are no comparable large areas of land within the City where the Project Variant could be relocated to meet the Project's objectives. If the Project Sponsor were to secure control over a similar large site within the greater Bay Area but outside the City's boundaries, development of that site would not meet multiple objectives that have been specifically designed to benefit the City and its residents concerning long-term development and use of this particular site within the City of Menlo Park. In addition, because the amount of development would remain the same, many other impacts under this alternative would be similar to those of the Project Variant. Accordingly, an alternative site would result in similar environmental impacts overall and would not substantially lessen or avoid significant and unavoidable environmental effects. Thus, an offsite alternative would be infeasible because it would not attain most of the basic Project objectives and would not substantially reduce Project impacts. Therefore, because of the aforementioned issues related to site suitability, economic viability, acquisition and site control, and inconsistency with Project objectives, consideration of an alternative site for the Project Variant has been rejected from further review.
- **Preservation Alternatives:** Three preservation alternatives were selected for evaluation in the EIR, as discussed in further detail, below. However, several other alternatives related to preservation were considered but ultimately rejected. These include: Relocating Buildings 100, A, and/or E; Retaining Buildings A and E; Converting Building E to Residential Use; and Constructing an Addition to Building A to Accommodate New Office/R&D Space. Because these alternative would not reduce potential impacts on historic resources more than the preservation alternatives studied in the Draft EIR, would not provide any additional benefit to meeting the Project Sponsor's objectives, and these alternatives were rejected from further consideration.
- **Residential Only Alternative:** A Residential Only Alternative would consist of development of residential uses only on the Project Site, while retaining Buildings P, S and T. Assuming the maximum density permitted by the C-1 zoning for the Project Site (30 dwelling units per acre), the Residential Only Alternative would result in approximately 1,896 multifamily residential units. This alternative would be consistent with the Project Variant's objective of increasing the City's housing supply by providing new housing units with a mix of types and sizes. However, this alternative would be inconsistent with the historical and intended future uses for the SRI property. With respect to potential impacts, this alternative would not eliminate all of the significant construction- and operation-related impacts associated with the Project Variant because the Project Site would still be

redeveloped. In addition, the Residential Only Alternative would not satisfy most of the basic Project objectives, including, but not limited to, redeveloping an aging R&D campus into a financially viable mixed-use neighborhood, constructing new state-of-the-art commercial buildings with flexible floor plates, orienting new office/R&D uses in a configuration that leverages operational efficiencies, and bolstering the City's reputation as a hub for technological advancement and innovation and recognizes SRI International's contributions to society and the growth of Silicon Valley. For these reasons, the Residential Only Alternative is not feasible and has been rejected from further evaluation in the EIR.

- **Increased Housing Alternative:** The Increased Housing Alternative would examine a scenario in which the maximum number of workers allowed under SRI's existing CDP and the number of housing units provided would result in a 1:1 jobs/housing ratio. Therefore, this alternative would result in approximately 1,769 new multifamily units. This number of units under this alternative would be inconsistent with many of the Project Variant's objectives. The site plan would need to be re-evaluated to accommodate a substantial increase in the number of units compared with the Project Variant due to a number of constraints, including, but not limited to, restrictions on height to ensure that SRI International's existing satellite transmission equipment could continue to function; the retention of Buildings P, S, and T; and the Project Site's proximity to existing single-family neighborhoods. The resulting site plan could adversely affect the viability of the commercial component, which is oriented around open space and other amenities to create a modern office/R&D campus that attracts leading companies, bolsters the City's reputation as a hub for technological advancement and innovation, and recognizes SRI International's contributions to society. Without a viable commercial component, the Project Variant would not be feasible.
- **Reduced Parking Alternative:** The Reduced Parking Alternative would have fewer parking spaces than the Project Variant. The Project Site's proximity to the Menlo Park Caltrain station and the Project Variant's Transportation Demand Management (TDM) plan are expected to reduce trips and therefore lower parking demands. The Project Variant is designed to leverage the Project Site's location to reduce trips by siting commercial and residential uses near existing transit corridors and public transportation facilities to create a transit-oriented development, consistent with that objective. A Reduced Parking Alternative is not expected to reduce any significant impacts of the Project Variant. Significant impacts related to vehicle miles traveled (VMT) include the VMT impact itself as well as any significant air quality or greenhouse gas (GHG) emissions impact that is tied to VMT. As discussed throughout the EIR, VMT-related impacts would be less than significant. Further, this alternative would affect the Project Variant's viability. According to the Project Sponsor, the Project Variant provides the minimum amount of parking required for the office/R&D buildings to be marketable to tenants. Any reductions in office/R&D parking could potentially impair the ability to obtain financing if prospective lenders/investors believe the number of spaces is insufficient to attract tenants. The Reduced Parking Alternative is not feasible and has therefore been rejected from further evaluation in the EIR.
- **Reduced Construction Alternative:** This alternative would impose a 200-foot buffer where no construction would be permitted within 200 feet of the perimeter of the entire site, which would prevent several existing buildings from being demolished, prevent construction of the loop road within the Project Site, and substantially reduce the redevelopment potential for the site. Overall, the Reduced Construction Alternative would be financially infeasible, given that it would impede development of the necessary square

footage for state-of-the-art commercial facilities, which are intended to attract office/R&D tenants, and also greatly reduce the residential component, which is a critical objective and component in the current macroeconomic market. Therefore, a Reduced Construction Alternative to reduce the significant and unavoidable noise impacts during construction to a level of less than significant would be infeasible and has been rejected from further evaluation in the EIR.

FINDING: The City hereby finds the above alternatives eliminated from further consideration in the EIR are infeasible, would not meet most of the Project Variant objectives, or would not reduce or avoid any of the significant effects of the Project Variant, for the reasons detailed in Section 6.6 of the Draft EIR. Furthermore, the City finds that some of the rejected alternatives would not be consistent with specific City General Plan goals, policies, or programs for which the Project Variant would be consistent. The City finds that any of these grounds are independently adequate to support rejection of these alternatives. (CEQA Guidelines Section 15091(a)(3).)

FACTS IN SUPPORT OF FINDING: See above for the facts that support the finding for each alternative considered but rejected from further consideration.

B. Alternatives Selected for Analysis

Section 15126.6(a) of the CEQA Guidelines requires the discussion of "a reasonable range of alternatives to a project, or the location of a project, which would feasibly attain most of the basic objectives of the proposed project but would avoid or substantially lessen any of the significant effects of the proposed project and evaluate the comparative merits of the alternatives." The EIR identified and considered the following reasonable range of feasible alternatives to the Project Variant that would be capable, to varying degrees, of reducing identified impacts:

- No-Project Alternative.
- Project Preservation Alternative 1 (Retain Building 100 and Chapel).
- Project Preservation Alternative 2 (Retain Buildings 100, A, and E and Chapel)
- Project Preservation Alternative 3 (Retain Buildings 100, A, E, and B and Chapel)

These alternatives were evaluated for their ability to avoid or substantially lessen the impacts of the Project Variant identified in the Draft EIR as well as their ability to meet most of the basic project objectives. The alternatives analysis included analysis of a no-project alternative and identified the environmentally superior alternative.

Brief summaries of each alternative are provided below. The findings in this section are based on the EIR, the discussion and analysis of which is hereby incorporated in full by this reference. The reasons stated in the EIR for rejecting certain alternatives likewise are hereby adopted and incorporated herein by reference. Each individual reason constitutes a separate and independent basis to reject the alternative and, when the reasons are viewed collectively, provide an overall basis for rejecting the alternative.

Pursuant to Public Resources Code Section 21081(a)(3) and CEQA Guidelines Section 15091(a)(3), the City makes the following findings regarding alternatives:

1. No Project Alternative

The No-Project Alternative would continue the existing uses on SRI International's research campus, which consists of 38 buildings with approximately 1.38 million sf of mostly R&D space and areas for supporting uses. The cogeneration plant, a 6-megawatt natural gas facility that currently generates power for the Project Site, would remain. Under the No-Project Alternative, 3,308 employees could work in the existing buildings on the SRI campus, which is the maximum number of employees allowed under the current Conditional Development Permit (CDP). No new construction would occur, and no housing would be provided at the Project Site. The No-Project Alternative would include renovations and tenant improvements to the existing buildings, as needed, to ensure modern seismic safety features meet all standards set forth by the California Building Standards Code, address hazards, remediate known hazardous materials, etc.

FINDING: The City hereby finds the No Project Alternative is infeasible for specific economic, legal, social, technological, or other considerations because it fails to satisfy the Project Variant's underlying purpose as well as most of the Project objectives. The No Project Alternative would also increase certain impacts related to energy use, greenhouse gas emissions, and other areas due to the age of the campus and overall lack of modern sustainability measures. The City Council finds that any of these grounds set forth below are independently adequate to support rejection of this alternative. (CEQA Guidelines Section 15091(a)(3).)

FACTS IN SUPPORT OF FINDING: Compared to the Project Variant, the No-Project Alternative would generally result in fewer environmental impacts, but would also result in greater environmental impacts in certain areas. As discussed in the EIR, no trip reduction requirements would be implemented as part of the No-Project Alternative, which would therefore result in new significant and unavoidable increased VMT impacts compared to the Project Variant due to higher VMT per capita. In addition, because the No-Project Alternative would result in continued operation of the onsite natural gas cogeneration plant, this could lead to increased GHG emissions and inefficient energy use compared to operations under the Project Variant. Furthermore, sustainability and transportation demand features would not be implemented as part of the No-Project Alternative, and any sustainability requirements that apply to new buildings would not be implemented. Therefore, compared to the Project Variant, the No-Project Alternative would not be as efficient or as sustainable. As a result, the No-Project Alternative would contribute to significant and unavoidable GHG and energy impacts compared to the Project Variant.

2. Preservation Alternative 1 (Retain Building 100 and Chapel)

Variant Preservation Alternative 1 would retain Building 100 and the buildings at the First Church of Christ, Scientist property at 201 Ravenswood Avenue (Chapel) in their entirety. Building 100 would continue to be used as office space with necessary upgrades. A future use of the Chapel would need to be determined, but options might include use as a community amenity space or leasable tenant space. The same emergency water reservoir, circulation configuration, and open space as proposed under the Project Variant would be included under Variant Preservation Alternative 1, but with some reduction in the amount of available open space. To accommodate the retention of the Chapel in Variant Preservation Alternative 1, the footprint of the 100 percent affordable housing building (R3) would be reduced, resulting in a loss of 90 affordable residential units compared to the Project Variant. In total, Variant Preservation Alternative 1 would include 710 units (compared to 800 units under the Project Variant), resulting in approximately 1,683 onsite residents (compared to 1,896 residents under the Project Variant).

FINDING: The City hereby finds Preservation Alternative 1 is infeasible for specific economic, legal, social, technological, or other considerations, including because it fails to meet the Project objectives to the same extent as under the Project Variant and it would result in fewer housing units, particularly affordable housing units, and less open space, than the Project Variant. The City was allocated 2,946 units in the 6th Housing Element cycle (2023–2031) and has permitted 1,051 units through December 2024. Thus, the reduced housing units under this alternative would result in fewer units towards the City's Regional Housing Needs Allocation (RHNA) compliance than the Project Variant. The City finds that any of these grounds set forth below are independently adequate to support rejection of this alternative. (CEQA Guidelines Section 15091(a)(3).)

FACTS IN SUPPORT OF FINDING: Variant Preservation Alternative 1 would substantively meet 15 of 17 of the Project Sponsor objectives. Variant Preservation Alternative 1 would partially meet the objective related to the stated goal of providing "up to approximately 100 units of affordable or special needs housing" on a dedicated portion of the site because this alternative would include only 64 affordable units, 36 units fewer than stated goal, and would result in fewer residential units and less open space as compared to the Project Variant. Furthermore, the alternative falls short of the upper thresholds of the residential capacity for all residential unit types that are intended in the Project Variant. Variant Preservation Alternative 1 would partially meet the objective of replacing "existing obsolete and unsustainable commercial buildings" as 34 of the buildings would be replaced and the size of retained Building 100 would not displace a substantial amount of the new commercial square footage. In addition, Preservation Alternative 1 would not lessen the impacts of the Project Variant to a level of less than significant. All impacts that would be significant and unavoidable under the Project Variant would continue to be significant and unavoidable under Preservation Alternative 1. Although impacts associated with construction (such as construction noise and construction air quality emissions) would be slightly less under Preservation Alternative 1, the impact levels would remain the same (less than significant with mitigation or significant and unavoidable). Impacts on historic resources would also be significant and unavoidable under all build preservation alternatives but to a lesser extent than under the Project Variant. Preservation Alternative 1 would retain more contributing individually eligible buildings and landscape features than the Project Variant; however, the alternative would still pose a significant and unavoidable impact on the eligible historic district because they would cause the SRI Campus to no longer be eligible for the CRHR, even with implementation of mitigation measures.

3. Preservation Alternative 2 (Retain Buildings 100, A, and E, and Chapel)

Variant Preservation Alternative 2 would retain Buildings 100, A and E, and the Chapel in full. Building 100 would continue to be used as office space, with necessary upgrades. A future use of the Chapel would be determined, but options might include use as a community amenity space or leasable tenant space. The buildings to be retained would be renovated as described above for the Project Preservation Alternative 2. Because Buildings 100, A and E, and the Chapel would be retained, less ground-disturbance and fewer construction activities would occur. The same emergency water reservoir as proposed under the Project would be constructed with the same maximum depth of excavation and the same related improvements. However, to accommodate the retention of the Chapel in Variant Preservation Alternative 2, the footprint of the 100 percent affordable housing building (R3) would be reduced, resulting in a loss of 90 affordable residential units compared to the Project Variant. To accommodate the retained Building E, the footprint of Building R1 would have to be significantly reduced as well, resulting in a loss of 200 units from the market-rate residential building. In total, Variant Preservation Alternative 2 would include 510 units (compared to 800 units under the Project Variant), resulting in approximately 1,209 onsite residents (compared to 1,896 residents under the Project Variant). Because the same amount of office/R&D

space would be provided under Variant Preservation Alternative 2 as the Project Variant, roughly the same number of net new employees would work at the Project Site (3,856 employees). Variant Preservation Alterative 2 would also result in a slight decrease in the total open space area.

FINDING: The City hereby finds Preservation Alternative 1 is infeasible for specific economic, legal, social, technological, or other considerations, including because it fails to meet the Project objectives to the same extent as under the Project Variant and it would result in fewer housing units, particularly affordable housing units, and less open space, than the Project Variant. The City was allocated 2,946 units in the 6th Housing Element cycle (2023–2031) and has permitted 1,051 units through December 2024. Thus, the reduced housing units under this alternative would result in fewer units towards the City's Regional Housing Needs Allocation (RHNA) compliance than the Project Variant. The City finds that any of these grounds set forth below are independently adequate to support rejection of this alternative. (CEQA Guidelines Section 15091(a)(3).)

FACTS IN SUPPORT OF FINDING: Variant Preservation Alternative 2 would not meet the Project Sponsor's objective related to housing and would result in substantially fewer residential units than under the Project Variant. Under the Variant Preservation Alternative 2, the total residential unit count would be reduced to 510 units (from 800 units). Due to issues of construction methods and cost, as well as concerns from the adjacent residential neighbors, it is not feasible to increase the density of the residential buildings along Laurel Street if Building E is retained. Therefore, the net units lost from displacement of Building R1 cannot be regained elsewhere on the Project Site. As such, under the Project Preservation Alternative 2, the Project Sponsor's objective related to housing would not be met, and it falls short of the upper thresholds of the residential capacity for all residential unit types that are intended in the Project Variant. In addition, Preservation Alternative 2 would not lessen the impacts of the Project Variant to a level of less than significant. All impacts that would be significant and unavoidable under the Project Variant would continue to be significant and unavoidable under Preservation Alternative 2. Although impacts associated with construction (such as construction noise and construction air quality emissions) would be slightly less under Preservation Alternative 2, the impact levels would remain the same (less than significant with mitigation or significant and unavoidable). Impacts on historic resources would also be significant and unavoidable under all preservation alternatives but to a lesser extent than under the Project Variant. Preservation Alternative 2 would retain more contributing individually eligible buildings and landscape features than the Project Variant; however, the alternative would still pose a significant and unavoidable impact on the eligible historic district because they would cause the SRI Campus to no longer be eligible for the CRHR, even with implementation of mitigation measures.

4. Preservation Alternative 3 (Retain Buildings 100, A, E, and B and Chapel)

The Variant Preservation Alternative 3 would retain Buildings 100, A, E, and B, and the Chapel in their entirety. Building 100 would continue to be used as office space, with necessary upgrades. A future use of the Chapel would need to be determined, but options might include use as a community amenity space or leasable tenant space. The buildings to be retained would be renovated as described above for the Project Preservation Alternative 3. Because Buildings 100, A E, B, and the Chapel would be retained, less ground-disturbance and fewer construction activities would occur. The same emergency water reservoir as proposed under the Project Variant would be constructed with the same maximum depth of excavation and the same related improvements. To accommodate the retention of the Chapel in Variant Preservation Alternative 3, the footprint of the 100 percent affordable housing building (R3) would be reduced, resulting in a loss of 90 affordable residential units compared to the Project Variant. To accommodate

the retained Building E, the footprint of Building R1 would have to be significantly reduced, resulting in a loss of 200 units from the market-rate residential building. In total, Variant Preservation Alternative 3 would include 510 units (compared to 800 units under the Project Variant), resulting in approximately 1,209 onsite residents (compared to 1,896 residents under the Project Variant). Because the same amount of office/R&D space would be provided under Variant Preservation Alternative 3 as the Project Variant, roughly the same number of employees would work at the Project Site (3,856 employees).

FINDING: The City hereby finds Preservation Alternative 3 is infeasible for specific economic, legal, social, technological, or other considerations, including because it fails to meet the Project objectives to the same extent as under the Project Variant and would result in substantially fewer residential units, particularly affordable housing units. The City was allocated 2,946 units in the 6th Housing Element cycle (2023–2031) and has permitted 1,051 units through December 2024. Thus, the reduced housing units under this alternative would result in fewer units towards the City's Regional Housing Needs Allocation (RHNA) compliance than the Project Variant. The City finds that any of these grounds set forth below are independently adequate to support rejection of this alternative. (CEQA Guidelines Section 15091(a)(3).)

FACTS IN SUPPORT OF FINDING: Variant Preservation Alternative 3 would not fully meet the Project Sponsor's objective related to housing and would result in substantially fewer residential units, particularly the affordable housing units, than under the Project Variant. Variant Preservation Alternative 3 would not fully meet the Project Sponsor's objective related to housing because the alternative would result in a total residential unit count that would be reduced to 510 units (from 800 units under the Project Variant). Also, the number of market rate residential units developed on site would be reduced to 446 units, which is over 200 units less than the Project Sponsor's minimum objective for delivery of new residential units. Due to issues of construction methods and cost as well as concerns from the adjacent residential neighbors, it is not feasible to increase the density of the residential buildings along Laurel Street if Building E is retained. In addition, Preservation Alternative 3 would not lessen the impacts of the Project Variant to a level of less than significant. All impacts that would be significant and unavoidable under the Project Variant would continue to be significant and unavoidable under Preservation Alternative 3. Although impacts associated with construction (such as construction noise and construction air quality emissions) would be slightly less under Preservation Alternative 3, the impact levels would remain the same (less than significant with mitigation or significant and unavoidable). Impacts on historic resources would also be significant and unavoidable under all build preservation alternatives but to a lesser extent than under the Project Variant. Preservation Alternative 3 would retain more contributing individually eligible buildings and landscape features than the Project Variant; however, the alternative would still pose a significant and unavoidable impact on the eligible historic district because they would cause the SRI Campus to no longer be eligible for the CRHR, even with implementation of mitigation measures.

C. Environmentally Superior Alternative

In addition to the discussion and comparison of impacts of the Project Variant and the alternatives, Section 15126.6 of the CEQA Guidelines requires that an "environmentally superior" alternative be selected and the reasons for such a selection be disclosed. In general, the environmentally superior alternative is the alternative that would be expected to generate the least amount of significant impacts. Identification of the environmentally superior alternative is an informational procedure, and the alternative selected may not be the alternative that best meets the Project Objectives.

Each alternative is compared to the Project Variant in the EIR and discussed in terms of its adverse effects on the environment. Analysis of the alternatives focuses on those topics for which significant adverse impacts would result from the Project Variant. Preservation Alternatives 2 and 3 for the Project Variant would retain all four individually eligible resources. Therefore, these alternatives would result in a less-than-significant impact on individually eligible historic resources, compared to the significant and unavoidable impacts under the Project Variant. Preservation Alternative 3 would result in slightly less construction than Preservation Alternative 2, slightly fewer construction-related impacts would occur under Preservation Alternative 3. For these reasons, Preservation Alternative 3 would be the environmentally superior alternative for the Project Variant.

VIII. STATEMENT OF OVERRIDING CONSIDERATIONS

As set forth above, the City has found that the Parkline Master Plan Project will result in project and cumulative significant adverse environmental impacts related to construction noise, construction vibration, and historical resources that cannot be avoided following adoption, incorporation into the Project Variant, and implementation of all feasible mitigation measures described in the EIR. In addition, there are no feasible project alternatives that would mitigate or avoid all of the Parkline Master Plan Project's significant environmental impacts.

Section 15093(b) of the CEQA Guidelines provides that when the decision of the public agency results in the occurrence of significant impacts that are not avoided or substantially lessened, the agency must state in writing the reasons to support its actions. See also Public Resources Code Section 21081(b). CEQA requires the decision-making agency to balance, as applicable, the economic, legal, social, technological, or other benefits of a proposed project against its unavoidable environmental risks when determining whether to approve the project. If the specific economic, legal, social, technological, or other benefits of a proposed project outweigh the unavoidable adverse environmental effects, the adverse environmental effects may be considered "acceptable." (CEQA Guidelines Section 15093.)

As described in the accompanying staff report and attachments thereto, a fiscal impact analysis (FIA) was prepared that analyzes two potential build out scenarios for both the Proposed Project and Project Variant evaluated in the Final EIR, one where 100% of the office/R&D buildings are used for office and one where 100% are used for R&D. A supplemental memo to the FIA was prepared to analyze the impacts of modifying the Project Variant to limit non-residential square footage to 1 million square feet as contemplated by the proposed Parkline Master Plan Project, which found the Parkline Master Plan Project would have a negative net fiscal impact on the City of Menlo Park's annual general fund operating budget for the 100% office scenario and a positive new fiscal impact the for 100% R&D scenario. Further, both the Project Variant and the Parkline Master Plan Project would generate a net positive fiscal impact for the Menlo Park Fire Protection District, Sequoia Union High School District, and the Menlo Park City Elementary School District, for both 100% office and 100% R&D scenarios.

Having adopted all feasible mitigation measures, disclosed all significant and unavoidable impacts, and balanced the economic, legal, social, technological or other benefits of the Parkline Master Plan Project, including region-wide or statewide environmental benefits, against its significant and unavoidable environmental impacts, the City finds that the Parkline Master Plan Project's benefits outweigh and override its unavoidable adverse environmental effects, and that the adverse environmental effects are therefore acceptable, for the reasons set forth below

The following section identifies the reasons why, in the City's judgment, specific benefits of the Parkline Master Plan Project outweigh the significant and unavoidable effects. The City finds that each of the Project Variant's benefits discussed below is a separate and independent overriding consideration warranting approval of the Parkline Master Plan Project, independent of the other benefits, despite each and every unavoidable impact. The reasons set forth below are based on the EIR and information contained in the administrative record for the Parkline Master Plan Project.

Economic Benefits

1. The Parkline Master Plan Project would replace obsolete and unsustainable commercial buildings with new state-of-the-art, highly sustainable commercial buildings with flexible floor plates that can accommodate a variety of office and/or R&D tenants.
2. The Parkline Master Plan Project development agreement includes:
    a. a Payment In Lieu of Taxes Agreement (PILOT Agreement) that would ensure, with limited exceptions, that the City would receive full property tax revenue from the Project if owned or occupied by tax exempt entities;
    b. a sales tax point of sale designation in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool;
    c. payment to the City of:
        i. $2,000,000 for transportation related improvements located within a ½ mile perimeter of the Project Site;
        ii. $4,700,000 for planning, design, and construction of the park and recreational improvements on the approximately 2.65 acre site dedicated to the City; and once constructed, $70,000 annually (adjusted by CPI) for maintenance and repair of the public park;
    d. design, construction, and dedication of an easement to the City for a new public restroom within walking distance of the new public park and ongoing maintenance thereof by the Project Sponsor; and
    e. creation of shuttle service between the Project Site and the Menlo Park Caltrain station or annual payments to the City of $50,000 (adjusted by CPI) towards the cost of City shuttle service that serve the Project Site.
3. The Parkline Master Plan Project would generate a net positive fiscal impact for the Menlo Park Fire Protection District, Sequoia Union High School District, and the Menlo Park City Elementary School District.

Environmental Benefits

1. The Parkline Master Plan Project would create a comprehensive redevelopment with a mixed-use project consisting of primarily residential and office/R&D uses, with small retail and restaurant components that facilitates efforts to reduce vehicle miles traveled by siting commercial and residential uses near existing transit corridors and public transportation facilities, and promoting alternatives to automobile transit through implementation of transportation demand management (TDM) plan, new bicycle/pedestrian access, and ease of movement between buildings. The Parkline Master Plan Project would also reduce VMT,

air quality impacts, and greenhouse gas emissions through the implementation of a TDM plan.

2. The Parkline Master Plan Project would support local and regional efforts to reduce greenhouse gas emissions, respond to climate change, and promote energy and water efficiency and resource conservation by incorporating sustainable design features and resource conservation measures that align with the City's goals including: all electric buildings, with limited exceptions, dual plumbing in all buildings for future connection to recycled water, onsite solar photovoltaics, EV electrical infrastructure, Variable Refrigerant Flow– (VRF-) based space conditioning for residential units and energy efficient HVAC systems with heat recovery, achieving a range of LEED certification or equivalent standards, implementing waste management strategies, and bird-friendly design.
3. The Parkline Master Plan Project would decommission the existing onsite cogeneration plant to achieve significant reductions in greenhouse gas emissions within the City and region.
4. The Parkline Master Plan Project would facilitate the City's desire to implement an emergency water supply and storage project on the Project Site, as feasible, to increase Menlo Park's resilience in the event of an emergency.
5. The Parkline Master Plan Project development agreement includes a commitment for the Project to utilize non-diesel backup generators, if and when a reliable technology becomes available.
6. The Parkline Master Plan Project would incorporate recycled water infrastructure throughout the Project Site with future off-site connections to enable the future use of recycled water within the Project Site and the surrounding area.

Social Benefits

1. The Parkline Master Plan Project would redevelop an aging R&D campus into a financially viable residential and commercial mixed-use neighborhood that cohesively balances office/R&D uses, multifamily residential uses, open space, and community-serving uses, with no increase in office/R&D square footage compared to existing conditions.
2. The Parkline Master Plan Project would increase the City's housing supply and progress toward its state-mandated housing goals by providing up to 800 new housing units with a mix of types and sizes, including approximately 97 affordable units for low-income households (or a mix of extremely low, very low, low, and moderate income levels that are equivalent to providing all of the affordable units at the low-income level), consistent with the City's Below Market Rate Housing Program, and 154 units of affordable or special-needs housing to be developed by a third-party affordable housing developer on a site to be dedicated by the Project Sponsor, for a total of 251 BMR units or an affordability percentage of approximately 31 percent.
3. The Parkline Master Plan Project would allow SRI International to continue their on-going uses onsite, while allowing redevelopment of the site with a mix of uses consisting of primarily residential and office/R&D, with small restaurant and potential retail uses.
4. Currently, the project site is a secure campus with no public access, however, the Parkline Master Plan Project would provide site connections with the existing neighborhoods through bicycle and pedestrian pathways and publicly accessible open space throughout the site.
5. The Parkline Master Plan Project would improve bicycle and pedestrian connectivity and safety within and between the site and adjacent neighborhoods to promote an active public realm and establish interconnected neighborhoods.

6. The Parkline Master Plan Project would create separation between the residential uses along Laurel Street and the office/R&D uses by providing independent vehicular access, circulation, and parking/loading areas. However, in order to avoid cut through traffic into the nearby residential neighborhoods, access to the office/R&D uses would be provided through driveways along Ravenswood Avenue offsetting from the residential streets to the north (e.g., Pine Street, Marcussen Drive) and without creating a connection between the office/R&D uses and Laurel Street.
7. The Parkline Master Plan Project would provide approximately 29 acres of open space throughout the Project Site, including a large central commons area, dog park, parklet and additional private open spaces, to create a vibrant park-like setting that emphasizes the preservation of heritage trees where feasible, encourages passive and active recreational activities and promotes health and wellness for residents, tenants, and visitors.
8. The Parkline Master Plan Project would use advances in architectural, landscape design, and site planning practices to create distinctive and viable residential and commercial areas within the Project Site that complement the adjacent neighborhoods.
9. The Parkline Master Plan Project would incorporate complementary community recreational and limited retail/restaurant uses that encourage an active and healthy lifestyle for residents, tenants, and visitors.
10. The Parkline Master Plan Project development agreement includes a commitment to utilize union labor for construction of the non-residential buildings and encourage union labor for the construction of the residential buildings.
11. The Parkline Master Plan Project would bolster the City's reputation as a hub for technological advancement and innovation and recognize SRI International's contributions to society and the growth of Silicon Valley.

When compared to the alternatives analyzed in the EIR (including the No Project Alternative), the Parkline Master Plan Project provides the best available balance between maximizing attainment of the project objectives and minimizing significant environmental impacts.

After balancing the specific economic, legal, social, technological, and other benefits of the Parkline Master Plan Project, and considering the alternatives evaluated in the EIR, and other evidence in the administrative record, City Council has determined that the unavoidable, adverse environmental impacts identified may be considered acceptable due to the specific considerations listed above which offset the unavoidable, adverse environmental impact that will be caused by implementation of the Project Variant.

Recognizing that significant and unavoidable impacts will result from implementation of the Parkline Master Plan Project, the City adopts and makes this Statement of Overriding Considerations. Having adopted all feasible mitigation measures and recognizing the Parkline Master Plan Project's significant and unavoidable impacts, the City hereby finds that each of the separate benefits of the Parkline Master Plan Project, as stated herein, is determined to be by itself an overriding consideration, independent of other benefits, that warrants approval of the Parkline Master Plan Project and outweighs and overrides its unavoidable significant effect, and thereby justifies the approval of the Parkline Master Plan Project.

IX. ADOPTION OF THE MMRP

The City Council hereby adopts the MMRP attached hereto as Exhibit A and incorporated herein by this reference.

X. SEVERABILITY

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the thirtieth day of September, 2025, 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 September, 2025.

_____
Judi A. Herren, City Clerk

Exhibit:
A. Mitigation Monitoring and Reporting Program

EXHIBIT A

Mitigation Monitoring and Reporting Program

Introduction

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

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

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

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

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

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

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). If it is determined that a particular piece of equipment will not meet the requirements of this mitigation measure, that equipment shall not be used outside normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). The plan shall be approved by the city prior to the issuance of building permits to confirm the precise noise minimization strategies that will be implemented and document the strategies that will be employed to the extent feasible and practical. The measures to reduce noise from construction activity may include, but are not limited to, the following: • Require all construction equipment to be equipped with mufflers and sound control devices (e.g., intake silencers, ducts, engine enclosures, acoustically attenuating shields, noise shrouds) that are in good condition (i.e., at least as effective as those originally provided by the manufacturer) and appropriate for the equipment. • Maintain all construction equipment to minimize noise emissions. • Locate construction equipment as far as feasible from adjacent or nearby noise-sensitive receptors. • Stockpiling locations shall be as far as feasible from adjacent or nearby noise-sensitive receptors. • Require all stationary equipment to be located so as to maintain the greatest possible distance from nearby existing buildings, where feasible and practical.				

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• Require stationary noise sources associated with construction (e.g., generators and compressors) in proximity to noise-sensitive land uses to be muffled and/or enclosed within temporary enclosures and shielded by barriers, to the extent feasible and practical. • Install noise-reducing sound walls or fencing (e.g., temporary fencing with sound blankets) around noise-generating equipment, to the extent feasible and practical, where no perimeter wall is provided. See also Mitigation Measure NOI-1.2. • Prohibit the idling of inactive construction equipment for prolonged periods (i.e., more than 2 minutes) during early-morning hours. • Provide advance notification by mailing/delivering notices to surrounding land uses regarding the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period. • Provide the name and telephone number of an onsite construction liaison through onsite signage and the notices mailed/delivered to surrounding land uses. If construction noise is found to be intrusive to the community (i.e., if complaints are received), the construction liaison shall take reasonable efforts to investigate the source of the noise and require that reasonable measures be implemented to correct the problem. • Use electric motors rather than gasoline- or diesel-powered engines to avoid noise associated with compressed air exhaust from pneumatically powered tools, to the extent				

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
feasible and practical (as determined by the city). Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust could be used; this muffler can lower noise levels from the exhaust by about 10 dB. External jackets on the tools themselves could be used, which could achieve a reduction of 5 dB. • Limit the use of public address systems. • Limit construction traffic to the haul routes established by the city. The Project Sponsor and/or the contractor(s) shall obtain a permit to complete work outside the normal daytime construction hours outlined in the Menlo Park Municipal Code (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday); this may be incorporated into the conditional development permit for the Project Variant. Furthermore, the plan shall require verification that construction activities will be conducted at adequate distances or otherwise shielded with sound barriers, as determined through analysis, from noise-sensitive receptors when occurring outside normal daytime construction hours; compliance with the Menlo Park Municipal Code will be verified through measurement.				
Mitigation Measure NOI-1.2 Install Sound Barrier. Prior to issuance of the first construction permit, a permanent or temporary noise barrier shall be erected along the property line immediately south of the townhomes. The temporary barrier shall not be removed until the barrier is no longer needed to reduce noise from construction activities and comply with the thresholds identified in this EIR. The barrier shall start at Laurel Street, then continue perpendicularly to Laurel Street along the property	Install noise barriers along the property line immediately south of the townhomes	Prior to issuance of construction permit and ongoing during construction	Project Sponsor/ construction contractor(s) and sub-contractor(s)	CDD

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

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: Cumulative Construction Noise. Cumulative development would result in a significant environmental impact related to construction noise; the Project Variant would be a cumulatively considerable contributor to a significant environmental impact. (Impact C-NOI-1)				
Implement Mitigation Measure NOI-1.1 and Mitigation Measure NOI-1.2, above.	See above	See above	See above	See above
Cultural and Tribal Resources				
IMPACT BEING ADDRESSED: Historical Resources. The Project Variant would cause a substantial adverse change in the significance of historical resources, pursuant to Section 15064.5. (Impact CR-1)				
Mitigation Measure CR-1.1: Documentation. Prior to issuance of any demolition, grading, or construction permits for the site, the Project Sponsor shall undertake documentation of all contributing buildings and landscape elements of the SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). The documentation shall be funded by the Project Sponsor and undertaken by a qualified professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture (Code of Federal Regulations, Title 36, Part 61, Appendix A). Documentation shall be submitted to the Menlo Park Planning Division, or a qualified historic consultant, for review prior to issuance of demolition permits. The documentation package created shall consist of the items listed below: • CR-1.1.a: Digital Photography • CR-1.1.b: Historical Report • CR-1.1.c: Site Plan and Drawings The documentation materials shall be submitted to the Northwest Information Center at Sonoma State University, the repository for the California Historical Resources Information System. The documentation shall also be offered to state,	Prepare and provide documentation of all contributing buildings and landscape elements of the SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E)	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/ project's qualified professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
regional, and local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, San Mateo County History Museum, Computer History Museum, and SRI International. Materials will be provided in archival digital and/or hard-copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research.				
CR-1.1.a: Digital Photography. Digital photographs shall be taken of all contributing buildings and landscape elements. Photographs will capture the overall character and setting of the eligible SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). All digital photography shall be conducted according to current National Park Service standards, as specified in the National Register Photo Policy Factsheet.[75] The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required. Photograph views for the data set shall include: • At least one photograph of each contributing building, which may be the primary façade or an oblique view showing the primary façade and a secondary façade; • Photographs of all façades of the three individually eligible buildings (Buildings 100, A, and E); • Detail views of character-defining features of the three individually eligible buildings (Buildings 100, A, and E);	Take digital photographs of all contributing buildings and landscape elements.	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/ qualified professional with demonstrated experience in documentation photography	CDD/qualified historic consultant

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• Representative interior views of the three individually eligible buildings (Buildings 100, A, and E); and • Contextual views of the site and each contributing landscape element. All photographs shall be referenced on a photographic key map or site plan. The photographic key shall show the photograph number, with an arrow to indicate the direction of the view. Digital photographs shall be in an uncompressed RAW file format and saved as TIFF files. Each image shall be a minimum of 1,600 by 1,200 pixels, at 300 pixels per inch or larger, and in color. The file name for each electronic image shall correspond with the name in the index of photographs and on the photograph label. If repositories request hard copies, the photographs shall be printed on archival paper. Drone photographs of the site shall be taken and saved in a digital file format on an archival DVD, then submitted to the repositories with the photographic documentation. The use of digital photography and drone photography is encouraged in CR-1.2: Interpretive Program.				
CR-1.1.b: Historical Report. A written historical narrative and report that meets Historic American Buildings Survey (HABS) historical report guidelines shall be produced for the three individually eligible buildings. This HABS-style historical report may be based on documentation provided in the 2022 historic resource evaluation for the site and include historic photographs and drawings, if available. The HABS-style historical report shall follow an outline format, with a statement of significance and a	Prepare a written historical narrative and report for the three individually eligible buildings.	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/ professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture	CDD/qualified historic consultant

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

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

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure CR-1.3: Relocation of SRI Monument The Project Sponsor, in consultation with a qualified historian or architectural historian who meets or exceeds the Secretary of the Interior's qualifications standards, and a professional conservator shall develop and implement a relocation plan for the SRI International Monument. The receiver site shall retain the relationship between the SRI Monument and the campus setting, the landscape materials, and the immediate setting to the extent feasible. Altering the setting and placing the SRI International Monument along a prominent walkway axis is not recommended as it may negatively impact the historic character of the setting. The SRI International Monument relocation plan shall include: 1) Identification of a receiver site on the Project Site. i. Description of how the receiver site reflects the historic setting of the SRI International Monument south of Building I, on the brick median in the visitor parking lot west of Building A. ii. Specifications for the removal of the SRI International Monument from its current location, transport to the receiver site, and identification of possible secure, environmentally controlled storage location during construction of the Project Variant. The specifications shall include protective measures to ensure the monument is not damaged during removal, transport, storage, and re-installation. The specifications shall include a timeline for removal and storage that will occur following the Historic	Develop and implement a relocation plan for the SRI International Monument	The SRI Monument relocation plan shall be prepared prior to the issuance of any permits for demolition, grading, or construction. The relocation plan shall be fully implemented and/or the SRI Monument shall be installed concurrent to the completion of common public open spaces and/or pathways along Ravenswood Avenue but not later than issuance of the final certificate of occupancy	Project Sponsor/ qualified historian or architectural historian who meets or exceeds the Secretary of the Interior's qualifications standards/professional conservator	CDD (Menlo Park Planning Division)

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Historical Resources Information System. The documentation shall also be offered to local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, and San Mateo County History Museum. Materials shall either be provided in archival digital and/or hard copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research. Although the documentation would use some of the guidelines and specifications developed for the Historic American Buildings Survey (HABS), the documentation package would not need to be delivered as HABS documentation to the Library of Congress. (a) Digital Photography. Digital photographs shall be taken of the Chapel at 201 Ravenswood Avenue. All digital photography shall be conducted according to current National Park Service (NPS) standards, as specified in the National Register Photo Policy Factsheet (updated May 2013). The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required. Photograph for the data set shall include: • Photographs of all façades • Detailed views of character-defining features • Representative interior views of the nave and narthex • Contextual views of the site, including the courtyards at the corners of the cross plan for the Chapel. Contextual views may include the				

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

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

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

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

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

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

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

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

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
habitat cannot be placed on the site, it shall be installed no more than 100 feet from the site (or as close to the site as feasible). The exact placement of replacement habitat shall be determined in consultation with the qualified bat biologist.				
IMPACT BEING ADDRESSED: Wildlife Movement and Native Wildlife Nursery Sites. The Project Variant could interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. (Impact BIO-2)				
Mitigation Measure BIO-2.1: Avoidance and Pre-construction Surveys for Nesting Migratory Birds. The Project Sponsor shall implement the following measures to avoid and minimize construction-period impacts on nesting birds: • **Avoidance of the Nesting Season.** To the extent feasible, the commencement of demolition and construction activities shall be scheduled to avoid the nesting season. If demolition and construction activities are scheduled to take place outside the nesting season, all potential demolition/construction impacts on nesting birds protected under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31. • **Pre-Activity/Pre-Disturbance Nesting Bird Surveys.** If it is not possible to schedule demolition and construction activities between September 1 and January 31, then pre-activity surveys for nesting birds shall be conducted by a qualified ornithologist to ensure that no nests will be disturbed during implementation of the Proposed Project. Surveys shall be conducted no more than 7 days prior to the initiation of demolition or construction activities for each	Implement avoidance measures and conduct pre-construction surveys for nesting migratory birds and	Ongoing during construction. If it is not possible to schedule demolition and construction activities between September 1 and January 31, then pre-activity surveys for nesting birds shall be conducted; surveys shall be conducted no more than 7 days prior to the initiation of demolition or construction activities for each construction phase	Project Sponsor/ construction contractor(s) and sub-contractor(s)/ qualified ornithologist	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
construction phase. During the surveys, the ornithologist shall inspect all trees and other potential nesting habitats (e.g., trees, shrubs, buildings) in and immediately adjacent to the impact areas for migratory bird nests. • **Non-Disturbance Buffers Around Active Nests.** If an active nest is found close enough to work areas to be disturbed by demolition or construction activities, a construction-free buffer zone (typically 300 feet for raptors and 100 feet for other species) will be established around the nest to ensure that no nests of species protected by the MBTA and California Fish and Game Code are disturbed during implementation of the Proposed Project. The ornithologist shall determine the extent of the buffer. • **Nesting Deterrence.** If construction activities will not be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes, trees, grasses, other vegetation) that are scheduled to be removed by the Proposed Project may be removed prior to the start of the nesting season (e.g., prior to February 1). This will preclude the initiation of nests in this vegetation and prevent any potential delay for the Proposed Project because of the presence of active nests in these substrates.				
IMPACT BEING ADDRESSED: Cumulative Biological Resources Impacts. Cumulative development could result in a significant environmental impact on biological resources; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact. (Impact C-BIO-1)				
Implement Mitigation Measure BIO-1.1 through Mitigation Measure 1.5, and Mitigation Measure BIO-2.1, above.	See above	See above	See above	See above

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

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

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

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

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure HAZ-2.3: Conduct a Hazardous Building Materials Survey. Prior to the issuance of any demolition permit, the Project Sponsor shall conduct a Hazardous Building Materials Survey in accordance with DTSC's Preliminary Endangerment Assessment (PEA) Guidance Manual. The survey shall be performed by a licensed contractor at structures that are scheduled to be demolished but have not been surveyed previously (i.e., as part of the 2021 Limited Hazardous Materials Survey). The Hazardous Building Materials Survey shall identify the presence of hazardous building materials, including asbestos-containing materials (ACMs), lead-based paint (LBP), and polychlorinated biphenyls (PCBs). Should this survey determine that hazardous building materials are present, the following actions shall be implemented by the Project Sponsor: • A health and safety plan shall be developed by a certified industrial hygienist for potential LBP, asbestos, or other hazardous building material risks present during demolition. The health and safety plan shall then be implemented by a licensed contractor. The health and safety plan shall comply with federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA) requirements. • Necessary approvals shall be acquired from the city of Menlo Park and/or county (by the licensed contractor) for specifications or commencement of abatement activities. Abatement activities shall be conducted by a licensed contractor.	Conduct a Hazardous Building Materials Survey and implement actions should the survey determine that hazardous building materials are present	Prior to the issuance of any demolition permit	Project Sponsor/ licensed contractor	CDD *If hazardous building materials are present:* CDD/County of San Mateo/ BAAQMD notification

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• The Bay Area Air Quality Management District (BAAQMD) shall be notified 10 days prior to initiating demolition at structures that contain asbestos. Section 19827.5 of the California Health and Safety Code requires local agencies not to issue demolition or alteration permits until an applicant has demonstrated compliance with the notification requirements under applicable federal regulations regarding hazardous air pollutants, including asbestos. In addition: o Asbestos shall be disposed of at a licensed disposal facility, to be identified by the licensed contractor. o The local office of Cal/OSHA shall be notified of asbestos abatement activities. o Asbestos abatement contractors shall follow state regulations contained in 8 CCR 1529 and 8 CCR 341.6 through 341.14 where asbestos-related work would involve 100 square feet or more of ACM. o Asbestos removal contractors shall be certified as such by the Contractors Licensing Board of the State of California. The owner of the property where abatement is to occur shall have a hazardous waste generator number assigned by and registered with the California Department of Health Services in Sacramento. o The contractor and hauler of hazardous building materials shall file a hazardous waste manifest, with details about hauling the material from the site and disposing of it. Pursuant to California law, the city of				

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
or the prevailing applicable requirements at the time the Project is implemented). The performance of the installed vapor mitigation systems shall be confirmed by appropriate quality assurance/quality control inspection and test methods, as certified by the design engineer, and the certification shall be provided to the appropriate regulatory agency providing oversight and city of Menlo Park as needed. Specific engineering controls may include, but shall not be limited to: • Installation of subsurface migration barriers; and/or • Inclusion of ventilated foundations for any proposed structures; and/or • The use and implementation of an alternative method or structural design to address soil gas releases and reduce the potential for hazardous conditions to occur. Appropriate engineering control systems shall be determined with concurrence, approval, and oversight from the appropriate regulatory agency providing oversight and shall be dependent on building placement and construction.				
IMPACT BEING ADDRESSED: Exposure to Schools. The Project Variant could emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school. (Impact HAZ-3)				
Implement Mitigation Measure HAZ-2.1, Mitigation Measure HAZ-2.2, and Mitigation Measure HAZ-2.3, above.	See above	See above	See above	See above
IMPACT BEING ADDRESSED: Cortese List. The Project Variant would be located on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, could create a significant hazard for the public or the environment. (Impact HAZ-4)				
Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2, above.	See above	See above	See above	See above

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING AMENDMENTS TO THE LAND USE ELEMENT AND LAND USE MAP OF THE MENLO PARK GENERAL PLAN

WHEREAS, the City of Menlo Park ("City") General Plan was adopted on November 29, 2016 ("General Plan"), and includes the City's Land Use Element and Land Use Map; and

WHEREAS, the City received an application from LPGS Menlo, LLC, a Delaware limited liability company ("Applicant") to redevelop the approximately 64.3 acre site commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site"); and

WHEREAS, Applicant proposes to demolish 35 existing buildings and a church and associated multi-use building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a mix of uses consisting of non-residential office/R&D buildings of approximately 1,000,000 square feet (SF), inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project"); and

WHEREAS, the proposed amendments to the General Plan Land Use Element are to: (1) add the Administrative, Professional and Research Special (C-1-S) Zoning District to the Commercial/Professional and Administrative Offices General Plan Land Use Designation in Table 1; (2) revise the description of "Professional and Administrative Office" to add "neighborhood-serving retail and services" as a compatible use, revise the maximum FAR for non-residential uses from 40% to 50%, and add that for large, master-planned developments involving multiple contiguous parcels, residential density and non-residential FAR may be aggregated across the project area, as identified in the applicable zoning district; and (3) update the acreage totals and percentages in Table 1 including removing 1 acre from the Residential Land Use Designation and adding it to the Commercial Land Use Designation; and

WHEREAS, the proposed amendment to the General Plan Land Use Map, Figure 5 (General Plan Land Use Designation), in the Land Use Element, is to change the Land Use Designation for the parcel at 201 Ravenswood Ave. (APN 062-390-050) from Residential to Commercial; and

WHEREAS, the proposed amendments to the General Plan Land Use Element and Land Use Map are consistent with the General Plan goals, policies, and programs, as demonstrated in the General Plan Consistency Table attached hereto as Exhibit A and incorporated herein by reference; and

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

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

WHEREAS, the City Council finds that the Project, inclusive of the amendments to the General Plan Land Use Element and Land Use Map, are within the scope of the EIR; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on August 25, 2025, to review and consider the Project, including the proposed amendments to the General Plan Land Use Element and Land Use Map, 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 adopt a resolution and approve the amendments to the General Plan Land Use Element and Land Use Map; 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 September 30, 2025, to review and consider the Project, including the proposed amendments to the General Plan Land Use Element and Land Use Map, whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council of the City of Menlo Park fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, including the recommendation of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Menlo Park hereby approves the amendments to the General Plan Land Use Element, as set forth in and attached hereto as Exhibit B, and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the City Council of the City of Menlo Park hereby approves the amendment to the General Plan Land Use Map, as set forth in and attached hereto as Exhibit C, and incorporated herein by this reference

SEVERABILITY

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the thirtieth day of September, 2025, 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 September, 2025.

_____

Judi A. Herren, City Clerk

Exhibits:
Exhibit A – General Plan Consistency Table
Exhibit B – Amendments to the General Plan Land Use Element
Exhibit C – Amendment to the General Plan Land Use Map

Policy	Summary	Consistency Analysis
Policy LU 2.1 Neighborhood Compatibility	Ensure that new residential development possesses high-quality design that is compatible with the scale, look, and feel of the surrounding neighborhood and that respects the City's residential character.	• The project would adhere to extensive design standards outlined in the CDP and developed for the project
Policy LU 2.2 Open Space	Require accessible, attractive open space that is well maintained and uses sustainable practices and materials in all new multiple dwelling and mixed-use development.	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including a public park to be dedicated to the City) that would include areas for active and passive uses such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park. Programming for the public park would be developed through an outreach process
Policy LU 2.5 Below Market Rate Housing	Require residential developments of five or more units to comply with the provisions of the City's Below-Market Rate (BMR) Housing Program, including eligibility for increased density above the number of market rate dwellings otherwise permitted by the applicable zoning and other exceptions and incentives	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy LU 2.6 Underground Utilities	Require all electric and communications lines serving new development to be placed underground	• Electric and communication lines would be placed underground
Policy LU 2.9 Compatible Uses	Promote residential uses in mixed-use arrangements and the clustering of compatible uses such as employment centers, shopping areas, open space and parks, within easy walking and bicycling distance of each other and transit stops.	• The project would include a mix of uses (office/R&D and residential, with some retail/restaurant components) and is located in close proximity to downtown Menlo Park employment centers • The project would include 12 acres of publicly accessible open space and increase bicycle and pedestrian connections
Policy LU 4.4 Community Amenities	Require proposed development projects of a certain minimum scale to support and contribute to programs that benefit the community and the City, including education, transit, transportation, infrastructure, sustainability, neighborhood-serving amenities, child care, housing, job training, and meaningful employment for Menlo Park youth and adults	• The proposed project includes a development agreement which includes community benefits such as dedication of a public park, dedication of a parcel to an affordable housing developer for a 100% affordable building, publicly accessible event space and sustainability and transportation benefits, among others
Policy LU 4.7	Evaluate proposed development of a certain minimum scale for its potential	• The City prepared a fiscal impact analysis and supplemental memo to

Fiscal Impacts	fiscal impacts on the City and community	disclose the fiscal impacts of the proposed project on the City and special districts
Policy LU 6.2 Open Space in New Development	Require new nonresidential, mixed use, and multiple dwelling development of a certain minimum scale to provide ample open space in form of plazas, greens, community gardens, and parks whose frequent use is encouraged through thoughtful placement and design	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including the public park to be dedicated to the City) that would include areas such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park
Policy LU 6.4 Park and Recreational Land Dedication	Require new residential development to dedicate land, or pay fees in lieu thereof, for park and recreation purposes.	• The DA includes dedication of a park and payment of a rec in lieu fees
Policy LU 6.8 Landscaping in Development	Encourage extensive and appropriate landscaping in public and private development to maintain the City's tree canopy and to promote sustainability and healthy living, particularly through increased trees and water-efficient landscaping in large parking areas and in the public right-of-way.	• Approximately 336 heritage trees would be retained at the project site and 860 new trees would be planted • Including retained non-heritage trees, the site would contain a total of 1,392 trees
Policy LU 6.9 Pedestrian and Bicycle Facilities	Provide well-designed pedestrian and bicycle facilities for safe and convenient multi-modal activity through the use of access easements along linear parks or paseos	• The project would include new pedestrian and bicycle connections through the site and upgrades along the northern and southern boundaries of the site
Policy LU 7.1 Sustainability	Promote sustainable site planning, development, landscaping, and operational practices that conserve resources and minimize waste.	• The project would comply with the City's water efficient landscaping ordinance, CalGreen code requirements, and be designed to meet waste planning and LEED requirements per the C-1-S zoning district
Policy LU 7.5 Reclaimed Water Use	Implement use of adequately treated "reclaimed" water (recycled/non-potable water sources such as, graywater, blackwater, rainwater, stormwater, foundation drainage, etc.) through dual plumbing systems for outdoor and indoor uses, as feasible	• The proposed project would be dual plumbed for future use of recycled water • The development agreement includes future connections for recycled water
Policy LU 7.9 Green Building	Support sustainability and green building best practices through the orientation, design, and placement of buildings and facilities to optimize their energy efficiency in preparation of State zero-net energy requirements for residential construction in 2020 and commercial construction in 2030.	• The project would be designed to comply with the City's applicable LEED requirements; and would comply with the City's Green and Sustainable Building requirements

Policy CIRC 2.11 Design of New Development	Require new development to incorporate design that prioritizes safe pedestrian and bicycle travel and accommodates senior citizens, people with mobility challenges, and children	• The project would install frontage improvements and Class I multi-modal bicycle and pedestrian paths along the northern and southern project boundaries, and Class IV bike lanes along the Laurel Street frontage • The project includes pedestrian paths through the site that would eventually connect to the Middle Ave. Caltrain undercrossing and other pedestrian improvements
Policy CIRC 2.14 Impacts of New Development	Require new development to mitigate its impacts on the safety (e.g., collision rates) and efficiency (e.g., vehicle miles traveled (VMT) per service population or other efficiency metric) of the circulation system. New development should minimize cut-through and high-speed vehicle traffic on residential streets; minimize the number of vehicle trips; provide appropriate bicycle, pedestrian, and transit connections, amenities and improvements in proportion with the scale of proposed projects; and facilitate appropriate or adequate response times and access for emergency vehicles.	• The EIR evaluated the project's potential impact on VMT and determined that its impact would be less than significant when mitigation measures were incorporated as part of project implementation • The project was designed to reduce cut through traffic through the alignment of driveways • The project would include publicly accessible pathways which would provide pedestrian access and improve pedestrian and bicycle infrastructure in the area • The project includes a transportation demand management (TDM) plan that would reduce project trips by 35% • The project would install frontage improvements to facilitate bike and pedestrian connections within the vicinity of the project site
Policy CIRC 6.3 Shuttle Service	Encourage increased shuttle service between employment centers and the Downtown Menlo Park Caltrain station.	• As part of the DA, the project would either make payments towards the City's shuttle or provide its own
Policy CIR 7.1 Parking and New Development	Ensure new development provides appropriate parking ratios, including application of appropriate minimum and/or maximum ratios, unbundling, shared parking, electric car charging, car sharing, and Green Trip Certified strategies to accommodate residents, employees, customers, and visitors	• The proposed project is consistent with the parking requirements in the proposed C-1-S zoning district as modified through the CDP • During the architectural control stage, staff would verify that the project provides sufficient EV charging facilities per the City's EV Charging Ordinance • Parking for the multi-family buildings would be unbundled and the 100% affordable building would share parking with non-residential components of the project
Policy H4.2 Housing to Address	Strive to provide opportunities for new housing development to meet the City's share of its Regional Housing Needs Allocation (RHNA). In doing so, it is the	• Project would provide 97 inclusionary housing units and up to 154 additional BMR units on a parcel to be dedicated to an affordable housing developer

Local Housing Needs	City's intent to provide an adequate supply and variety of housing opportunities to meet the needs of Menlo Park's workforce and special needs populations, striving to match housing types, affordability and location, with household income, and addressing the housing needs of extremely low income persons, lower income families with children, shared housing and lower income seniors.	• Project would provide various types of units within the project including apartments of various sizes, attached townhomes and detached townhomes addressing housing needs for various types of households, which would contribute to the City's RHNA numbers
Policy H4.4 Variety of Housing Choices	Encourage well-designed residential mixed-use developments where residential use is appropriate to the setting. Encourage mixed-use development in proximity to transit and services, such as shopping centers, the C-4 district along Willow Road near the Willows neighborhood, properties zoned C-1, C-1-A, C-1-C, C-2 and C-2-A, C-2-B, C-2-S, and P, as well as near the downtown to support downtown businesses (consistent with the El Camino Real/Downtown Specific Plan).	• The project includes a mix of uses and a variety of housing types (attached and detached townhomes and apartments of various sizes • The project would provide housing near the Caltrain station and downtown Menlo Park
Policy H4.10 Preferences for Affordable and Moderate-Income Housing	Implement BMR and moderate-income housing preferences for people living or working in Menlo Park to the extent consistent with Fair Housing laws.	• To the extent consistent with State Law, the City is applying its BMR preferences to the project, consistent with this policy
Policy H4.11 Inclusionary Housing Approach	Require residential developments involving five (5) or more units to provide very low-, low- and moderate-income housing units. In-lieu fees are allowed but not encouraged.	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy H4.16 Neighborhood Responsibilities within Menlo Park	Seek ways specific to each neighborhood to provide additional housing as part of each neighborhood's fair share responsibility and commitment to help achieve community-wide housing goals.	• This project would bring 800 residential units near downtown

Parkline Project
Proposed General Plan Amendments

[New language in underline; deleted language in ~~strikethrough~~]

A. The Residential and Commercial sections of Table 1, Land Use Designations and Zoning Districts, on page LU-13 of the Land Use Element is amended to as follows; except as set forth below all other provisions of Table 1 remain unchanged:

General Plan Land Use Designation	Applicable Zoning Districts	Acreage	Percentage of Non-Baylands Area
Residential		**~~1,930~~ 1,929**	**~~54.9~~ 54.8%**
Low Density Residential	Single Family Suburban Residential (R-1-S) Single Family Suburban Residential (Felton Gables) (R-1-S (FG)) Single Family Urban Residential (R-1-U) Single Family Urban Residential (Lorelei Manor) (R-1-U (LM))	~~1,372~~ 1,371	39.0%
Commercial		**~~254~~ 255**	**~~7.2~~ 7.3%**
Retail/Commercial	Neighborhood Shopping (C-2) Neighborhood Mixed Use (C-MU) Neighborhood Commercial, Special (C-2-S) Parking (P)	~~42~~ 41	1.2%
Professional and Administrative Offices	Administrative and Professional, Restrictive (C-1) Administrative, Professional and Research, Restrictive (C-1-C)	~~212~~ 214	~~6~~ 6.1%

	Administrative, Professional and Research, Special (C-1-S) Apartment Office (R-3-C)**		

B. The following text on page LU-15 of the Land Use Element is amended and maintained to read:

COMMERCIAL

Commercial designations accommodate a range of business types, from neighborhood-serving retail and services, to shopping centers, to a variety of office uses. Commercial uses may occur independently or in mixed-use configurations, including alongside or in the same buildings as residential dwellings. Commercial designations in Menlo Park are:

Retail/Commercial. This designation provides for retail services, personal services, professional offices, banks, savings and loans, restaurants, cafes, theaters, residences, public and quasi-public uses, and similar and compatible uses. Residential density shall not exceed 30 units per acre, as identified in the applicable zoning district. The maximum FAR for nonresidential uses shall be 50 percent, 90 percent for residential uses, and 100 percent for mixed uses, as identified in the applicable zoning district.

Professional and Administrative Office. This designation provides for professional, executive, general, and administrative offices, banks, savings and loans, R&D facilities, convalescent homes, residential uses, public and quasi-public uses, and similar and compatible uses such as neighborhood-serving retail and services. Residential density shall not exceed 30 units per acre. The maximum FAR for non-residential uses shall be a maximum of ~~**40**~~ 50 percent, as identified in the applicable zoning district. For large, master-planned developments involving multiple contiguous parcels, residential density and non-residential FAR may be aggregated across the project area, as identified in the applicable zoning district.

C. The General Plan Land Use Designation for the parcel at 201 Ravenswood Ave. (Assessor's Parcel Number 062-390-050) and Figure 5 of the General Plan are amended as follows:

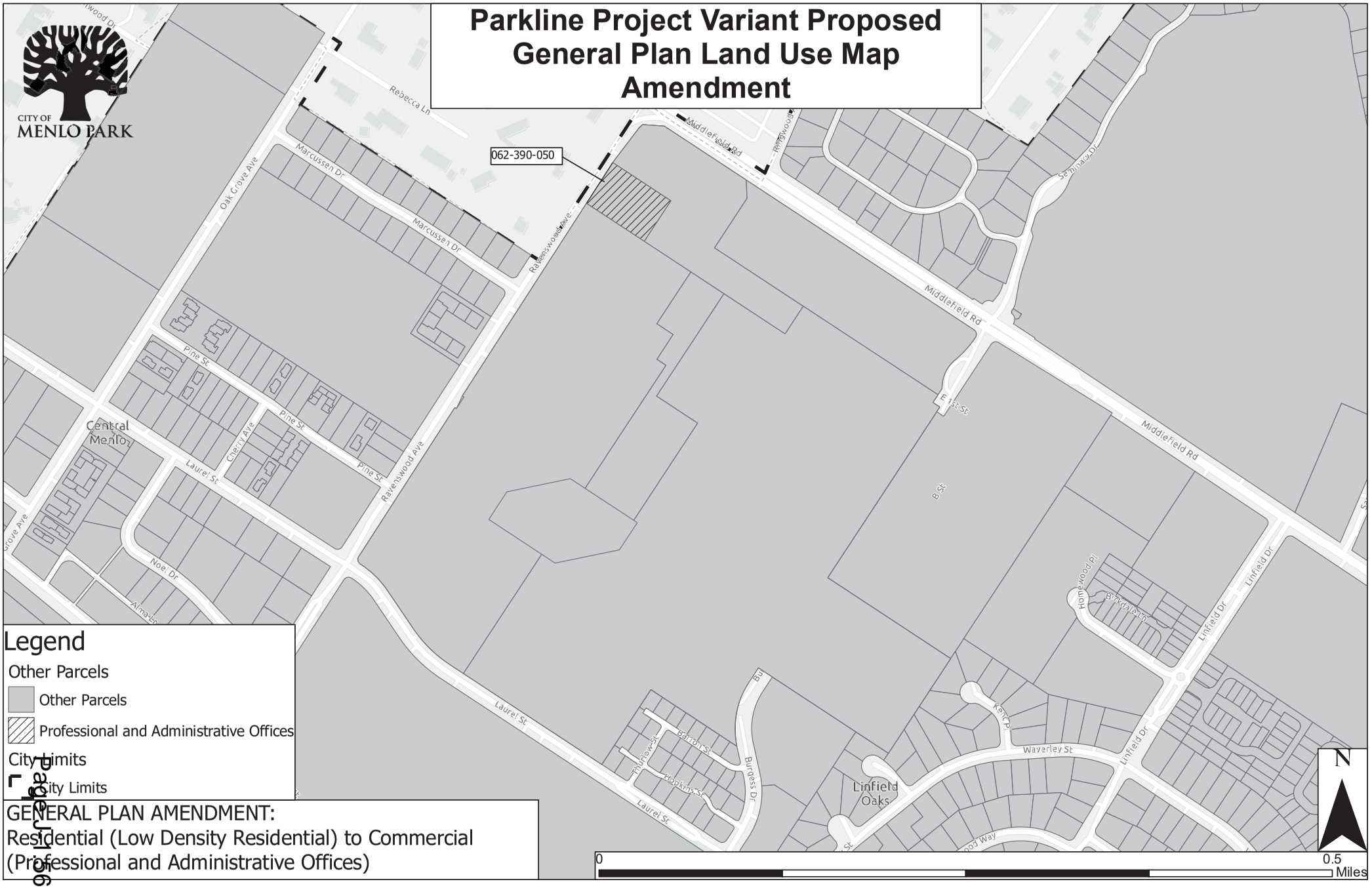
Existing Land Use Designation	Proposed Land Use Designation
Residential	Commercial

Figure 5 (General Plan Land Use Designations)

The land use designations exhibit of the Land Use Element on page LU-12 is amended to change the land use designation for the parcel at 201 Ravenswood Ave. to Commercial.

* * *

EXHIBIT C


Parkline Project Variant Proposed
General Plan Land Use Map
Amendment
CITY OF
MENLO PARK
062-390-050
Rebecca Ln
Middlefield Rd
Marcussen Dr
Oak Grove Ave
Ravenswood Ave
Pine St
Central
Menlo
Cherry Ave
Laurel St
Noel Dr
Alma Ln
E 1st St
B St
Homewood Pl
Burlingame Ln
Linfield Dr
Kent Pl
Wayverley St
Linfield
Oaks
Barron St
Hopkins St
Burgess Dr
Legend
Other Parcels
Other Parcels
Professional and Administrative Offices
City Limits
City Limits
GENERAL PLAN AMENDMENT:
Residential (Low Density Residential) to Commercial
(Professional and Administrative Offices)
N
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0.5
Miles

ORDINANCE NO. XXXX

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

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

SECTION 1.
The City Council of the City of Menlo Park hereby finds and declares as follows:

A. The City received an application from LPGS Menlo, LLC, a Delaware limited liability company ("Applicant") to redevelop the approximately 64.3 acre site commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site").
B. Applicant proposes to demolish 35 existing buildings and a church and associated multi-use building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a mix of uses consisting of non-residential office/R&D buildings of approximately 1,000,000 square feet (SF), inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project").
C. The properties that comprise the Project Site are currently zoned as follows: 201 Ravenswood Avenue – R-1-S; 301 Ravenswood Avenue – C-1(X); 333 Ravenswood Avenue C-1(X) and P; 555 Middlefield Road – C-1(X); and 565 Middlefield Road C-1(X).
D. Applicant has requested an amendment to the Zoning Ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, Exhibit A, and to rezone the entirety of the Project Site to C-1-S.
E. Rezoning of the Project Site as shown in Exhibit B is necessary to change the zoning of the Project Site to C-1-S and to add a conditional development ("X") combining district, thereby allowing special regulations and conditions to be added at the Project Site (combined with the base C-1-S regulations) as part of the proposed Project.
F. The Project is eligible for a Conditional Development Permit under Menlo Park Municipal Code section 16.82.055(1) in that the Project Site is more than one acre and is not located in the SP-ECR/D district.
G. Approving the Conditional Development Permit (Exhibit C) is necessary to authorize development of the Project on the Project Site to comply with Menlo Park Municipal Code section 16.35.055, adopted pursuant to Section 7 below, which requires a Conditional

Development Permit to set the design standards, including building relationship to the street, building mass and scale, exterior materials, building design, and access and parking, and to allow for modifications to the development regulations in the C-1-S zoning district, with the exception of residential density and intensity (residential and non-residential floor area ratio).

H. The proposed amendment to add Chapter 16.35 to the Menlo Park Municipal Code and thereby create the Administrative, Professional and Research, Special (C-1-S) zoning district as shown in Exhibit A, the amendment to the City zoning map and rezoning of the Project Site, as shown in Exhibit B, as well as the approval of the Conditional Development Permit as shown in Exhibit C, would promote a comprehensive redevelopment of the Project Site through the inclusion of multiple housing options (i.e., multifamily, attached townhome-style, and detached single-family style units), including affordable residential units, along with office, research and development, retail, and recreational uses at the density and intensity envisioned in the General Plan adopted November 29, 2016 ("General Plan").

I. The proposed amendment to Title 16 of the Municipal Code to add Chapter 16.35 and thereby create the Administrative, Professional and Research, Special (C-1-S) zoning district as set forth in Exhibit A, the amendment to the City zoning map and rezoning of the Project Site to C-1-S and to add a conditional development ("X") combining district, as shown in Exhibit B, as well as the Conditional Development Permit, Exhibit C, are consistent with the General Plan as shown in Exhibit D, including the land use designations for the Project Site.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The Planning Commission, having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to recommend to the City Council of the City of Menlo Park (the "City Council") to approve the Project, including the proposed amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and thereby create the C-1-S (Administrative, Professional and Research, Special) zoning district; the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative,

Professional and Research, Special) and to add a conditional development ("X") combining district as shown on Exhibit B; as well as the approval of the Conditional Development Permit as shown on Exhibit C.

SECTION 5.
The City Council held a duly noticed public hearing on _____, 2025, to review and consider the Project, including: the proposed amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and create the C-1-S (Administrative, Professional and Research, Special) zoning district (Exhibit A); the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative, Professional and Research, Special) and to add a conditional development ("X") combining district as shown on Exhibit B; as well as the Conditional Development Permit (Exhibit C), whereat all interested persons had the opportunity to appear and comment.

SECTION 6.
After due consideration of the proposed amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and create the C-1-S (Administrative, Professional and Research, Special) zoning district (Exhibit A); the amendment to the zoning map and the rezoning of the Project Site to C-1-S (Administrative, Professional and Research, Special) and to add a conditional development ("X") combining district as shown on Exhibit B; and the Conditional Development Permit (Exhibit C), public comments, the Planning Commission's recommendation, the staff report, and other substantial evidence in the record, the City Council finds that the proposed amendment to Title 16 of the Menlo Park Municipal Code to add Chapter 16.35 and create the C-1-S (Administrative, Professional and Research, Special) zoning district, the proposed amendment of the zoning map and rezoning of Project Site, and the Conditional Development Permit, as identified herein, are consistent with the General Plan, as demonstrated in Exhibit D, and are appropriate.

SECTION 7.
Title 16 of the Menlo Park Municipal Code is hereby amended to add Chapter 16.35, C-1-S – Administrative, Professional and Research Special District as set forth in Exhibit A.

SECTION 8.
The zoning map of the City of Menlo Park is hereby amended to rezone the Project Site to C-1-S and to add a conditional development ("X") combining district as shown in Exhibit B. This X combining district is consistent with the General Plan, which allows the uses permitted in the combining district at the density and intensity proposed.

SECTION 9.
The Conditional Development Permit (Exhibit C) is hereby approved, authorizing development of the Project on the Project Site. Pursuant to Menlo Park Municipal Code section 16.35.055, as adopted pursuant to Section 7 above, the Conditional Development Permit establishes design standards, including building relationship to the street, building mass and scale, exterior materials, building design, and access and parking, and modifies development regulations set forth in Chapter 16.35, with the exception of residential density and intensity (residential and non-residential floor area ratio) for the Project Site, and the number of dwelling units, floor area ratio, and floor area limit authorized thereunder do not exceed the development regulations set forth in the C-1-S district.

SECTION 10.
This ordinance shall become effective thirty (30) days after the date of its adoption. Within fifteen (15) days of its adoption, the ordinance shall be posted in three (3) public places within the City of Menlo Park, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City of Menlo Park prior to the effective date.

SEVERABILITY
If any 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.

INTRODUCED on the thirtieth day of September, 2025.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the __ day of __, 2025, 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 __, 2025.

APPROVED:

_____
Drew Combs, Mayor

ATTEST:

_____
Judi A. Herren, City Clerk

Exhibits:
Exhibit A - Chapter 16.35 C-1-S – Administrative, Professional and Research, Special District
Exhibit B - Zoning Map – Zoning Map Exhibit – C-1-S(X)
Exhibit C - Conditional Development Permit
Exhibit D - General Plan Consistency Table

Chapter 16.35

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

Sections:

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

16.35.010 Purpose.

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

(1) Encourage quality residential development at a range of densities in conjunction with commercial development or redevelopment;

(2) Create opportunities for research and development (R&D) and light industrial uses (including life science and laboratory uses), office, public and quasi-public uses, and other compatible uses;

(3) Blend with and complement existing neighborhoods through site development regulations and design standards that minimize impacts to adjacent uses;

(4) Provide a quality and sustainable living environment for residents, workers, and visitors; and

(5) Create “missing-middle” housing opportunities emphasizing housing diversity, affordability, and ownership for families and other household compositions through mixed sized housing unit sizes, variation in building types, and variation in housing unit designs.

(6) Create integrated site development and open space planning on larger and master planned properties with the inclusion of public use open space amenities.

(7) Create opportunities for housing and employment within one-half-mile (0.5 mile) radius of a major transit stop. The C-1-S district is only applicable to parcels or project sites predominantly within 0.5 mile of a major transit stop as defined in California Public Resources Code section 21064.3.

16.35.015 Definitions.

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

16.35.020 Permitted uses.

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

(1) Multiple dwellings, which are a required component for any development in the C-1-S district;

(2) Two-family dwellings or duplexes;

(3) Single-family dwellings;

(4) Accessory buildings and accessory dwelling units;

(5) Research and development and accessory uses (light industrial and manufacturing are not permitted), except when requiring hazardous material review;

(6) Administrative and professional offices and accessory uses;

(7) Retail sales establishments, excluding the sale of beer, wine and alcohol;

(8) Eating establishments, excluding the sale of beer, wine and alcohol, live entertainment, and/or establishments that are portable. For purposes of this chapter, an eating establishment is primarily engaged in serving prepared food for consumption on or off the premises;

(9) Personal services, excluding tattooing, piercing, palm-reading, or similar services;

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

(11) All public facilities used and operated for government purposes by the City of Menlo Park, the county of San Mateo, any public school district, the state of California, and the government of the United States.

16.35.030 Administratively permitted uses.

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

(1) Eating establishments, including beer and wine only, and/or that have live entertainment;

(2) Childcare center;

(3) Outdoor seating;

(4) Any outside storage of material, equipment or vehicles associated with the main use;

(5) Diesel generators.

16.35.040 Conditional uses.

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

(1) Home occupations in accordance with Section 16.04.340;

(2) Research and development and accessory uses (light industrial and manufacturing are not permitted), requiring hazardous material review;

(3) Large Residential Care Facilities;

(4) Eating establishments, including alcohol, and/or establishments that are portable;

(5) Drinking establishments, including beer, wine and alcohol. For purposes of this chapter, a drinking establishment is a business serving beverages for consumption on the premise as a primary use;

(6) Retail sales establishments, including the sale of beer, wine and alcohol;

(7) Recreational facilities, privately operated, greater than twenty thousand (20,000) square feet of gross floor area;

(8) Special uses, in accordance with Chapter 16.78 of this title;

(9) Public utilities, in accordance with Chapter 16.76 of this title.

16.35.050 Development regulations.

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

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

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

16.35.055 Conditional development permit, required.

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

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

16.35.060 Parking standards.

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

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

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

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

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

(1) Parking spaces shall be unbundled from the price of residential units such that parking is sold or rented separately, except in cases where parking is physically connected to only one (1) unit. However, the planning commission may grant an exception from this requirement for projects which include financing for affordable housing that requires that costs for parking and housing be bundled together.

(2) Parking facilities may be shared at the discretion of the City's Public Works Director or designee if multiple uses cooperatively establish and operate the facilities, if these uses generate parking demands primarily during different hours than the remaining uses, and if a sufficient number of spaces are provided to meet the maximum cumulative parking demand of the participating uses at any time. An individual development proposal may incorporate a shared parking study to account for the mixture of uses, either on-site or within a reasonable distance. The shared parking supply would be subject to review and approval based on the proposed uses, specific design and site conditions. Project applicants may also be allowed to meet the minimum parking requirements through the use of nearby off-site facilities at the discretion of the Public Works Director or designee.

16.35.070 Transportation demand management.

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

(1) Eligible TDM measures may include but are not limited to:

(A) Participation in a local Transportation Management Association (TMA) that provides documented, ongoing support for alternative commute programs;

(B) Appropriately located transit shelter(s);

(C) Preferred parking for carpools or vanpools;

(D) Designated parking for car-share vehicles;

(E) Requiring drivers to pay directly for using parking facilities;

(F) Public and/or private bike share program;

(G) Provision or subsidy of carpool, vanpool, shuttle, or bus service, including transit passes for site occupants;

(H) Required alternative work schedules and/or telecommuting;

(I) Passenger loading zones for carpools and vanpools at main building entrance;

(J) Safe, well-lit, accessible, and direct route to the nearest transit or shuttle stop or dedicated, fully accessible bicycle and pedestrian trail;

(K) Car share membership for employees or residents;

(L) Emergency Ride Home programs;

(M) Green Trip Certification.

(2) Measures receiving TDM credit shall be:

(A) Documented in a TDM plan developed specifically for each project and noted on project site plans, if and as appropriate;

(B) Guaranteed to achieve the intended reduction over the life of the development, as evidenced by annual reporting provided to the satisfaction of the City's Public Works Director or designee;

(C) Required to be replaced by appropriate substitute measures if unable to achieve intended trip reduction in any reporting year;

(D) Administered by a representative whose updated contact information is provided to the Public Works Director or designee.

16.35.080 Open Space.

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

(1) Publicly accessible open space consists of areas unobstructed by fully enclosed structures with a mixture of landscaping and hardscape that provides seating and places to rest, places for gathering, passive and/or active recreation, pedestrian circulation, or other similar use as determined by the Planning Commission. Publicly accessible open space types include, but are not limited to paseos, pathways, plazas, forecourts and entryways, and outdoor dining areas. Publicly accessible open space must:

(A) Contain site furnishings, art, or landscaping;

(B) Be on the ground floor or podium level;

(C) Be at least partially visible from a public right-of-way such as a street or paseo;

(D) Have a direct, accessible pedestrian connection to a public right-of-way or easement.

(2) Quasi-public and private open spaces, which may or may not be accessible to the public, include patios, balconies, roof terraces, and courtyards.

(3) Residential Open Space.

(A) Residential developments shall have a minimum of one hundred (100) square feet of open space per unit created as common open space or a minimum of eighty (80) square feet of open space per unit created as private open space, where

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

(B) Depending on the number of dwelling units, additional common open space shall be provided to meet the following criteria:

(i) Ten (10) to fifty (50) units: minimum of one (1) space, twenty (20) feet minimum dimension (four hundred (400) sf total, minimum).

(ii) Fifty-one (51) to one hundred (100) units: minimum of one (1) space, thirty (30) feet minimum dimension (nine hundred (900) sf total, minimum).

(iii) One hundred one (101) or more units: minimum of one (1) space, forty (40) feet minimum dimension (one thousand six hundred (1,600) sf total, minimum).

(C) Residential open space shall be counted toward the required open space (30%) and, as applicable, shall be counted toward the minimum required publicly accessible open space.

(4) All open spaces shall:

(A) Interface with adjacent buildings via direct connections through doors, windows, and entryways;

(B) Be integrated as part of building modulation and articulation to enhance building façade and should be sited and designed to be appropriate for the size of the development and accommodate different activities, groups and both active and passive uses;

(C) For at-grade open spaces, incorporate landscaping design that includes:

(i) Sustainable stormwater features;

(ii) A minimum landscaping bed no less than three (3) feet in length or width and five (5) feet in depth for infiltration planting;

(iii) Native species able to grow to their maximum size without shearing.

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

16.35.090 Nonresidential design standards.

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

16.35.100 Residential mixed-use design standards.

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

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

16.35.110 Green and sustainable building.

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

(1) Green building.

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

(2) Energy.

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

(i) On-site energy generation;

(ii) Purchase of one hundred percent (100%) renewable electricity through Peninsula Clean Energy or Pacific Gas and Electric Company in an amount equal to the annual energy demand of the project;

(iii) Purchase and installation of local renewable energy generation within the City of Menlo Park in an amount equal to the annual energy demand of the project;

(iv) Purchase of certified renewable energy credits and/or certified renewable energy off-sets annually in an amount equal to the annual energy demand of the project.

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

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

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

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

TABLE 16.35.110(2)(B) GREEN BUILDING REQUIREMENTS

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

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

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

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

(3) Water use efficiency and recycled water.

(A) Single pass cooling systems shall be prohibited in all new buildings.

(B) All new buildings shall be built and maintained without the use of well water.

(C) Applicants for a new building more than one hundred thousand (100,000) square feet of gross floor area shall prepare and submit a proposed water budget and accompanying calculations following the methodology approved by the City. For all new buildings two hundred and fifty (250,000) square feet or more in gross floor area, the water budget shall account for the potable water demand reduction resulting from the use of an alternative water source for all City approved non-potable applications. The water budget and calculations shall be reviewed and approved by the City's Public Works Director prior to certification of occupancy. Twelve (12) months after the date of the certification of occupancy, the building owner shall submit data and information sufficient to allow the City to compare the actual water use to the allocation in the approved water budget. In the event that actual water consumption exceeds the water budget, a water conservation program, as approved by the City's Public Works Director, shall be implemented. Twelve (12) months after City approval of the water conservation program, the building owner shall submit data and information sufficient to allow the City to determine compliance with the conservation program. If water consumption exceeds the budgeted amount, the City's Public Works Director may prohibit the use of water for irrigation or enforce compliance as an infraction pursuant to Chapter 1.12 of the Municipal Code until compliance with the water budget is achieved.

(D) All new buildings shall be dual plumbed for the internal use of recycled water.

(E) All new buildings two hundred and fifty (250,000) square feet or more in gross floor area shall use an alternate water source for all City approved non-potable applications. An alternative water source may include, but is not limited to, treated non-potable water such as graywater. An Alternate Water Source Assessment shall be submitted that describes the alternative water source and proposed non-potable application. Approval of the Alternate Water Source Assessment, the alternative water source and its proposed uses shall be approved by the City's Public Works Director and Community Development Director. If the Menlo Park Municipal Water District has not designated a Recycled Water Purveyor and/or municipal recycled water source is not available prior to planning project approval, applicants may propose conservation measures to meet the requirements of this section subject to approval of the City Council. The conservation measures shall achieve a reduction in potable water use equivalent to the projected demand of City approved non-potable applications, but in no case shall the reduction be less than 30 percent compared to the water budget in Section C. The conservation measures may include on-site measures, off-site measures or a combination thereof.

(F) Potable water shall not be used for dust control on construction projects.

(G) Potable water shall not be used for decorative features, unless the water recirculates.

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

(A) The first floor elevation of all new buildings shall be twenty-four (24) inches above the Federal Emergency Management Agency base flood elevation (BFE) to account for sea level rise. Where no BFE exists, the first floor (bottom of floor beams) elevation shall be twenty-four (24) inches above the existing grade. The building design and protective measures shall not create adverse impacts on adjacent sites as determined by the City.

(B) Prior to building permit issuance, all new buildings shall pay any required fee or proportionate fair share for the funding of sea level rise projects, if applicable.

(5) Waste management.

(A) Applicants shall submit a zero-waste management plan to the City, which will cover how the applicant plans to minimize waste to landfill and incineration in accordance with all applicable state and local regulations. Applicants shall show in their zero-waste plan how they will reduce, recycle and compost wastes from the demolition, construction and occupancy phases of the building. For the purposes of this ordinance, Zero Waste is defined as ninety percent (90%) overall diversion of non-hazardous materials from landfill and incineration, wherein discarded materials are reduced, reused, recycled, or composted. Zero Waste plan elements shall include the property owner's assessment of the types of waste to be generated during demolition, construction and occupancy, and a plan to collect, sort and transport materials to uses other than landfill and incineration.

(6) Bird-friendly design.

(A) No more than ten percent (10%) of façade surface area shall have non-bird-–friendly glazing.

(B) Bird–friendly glazing includes, but is not limited to opaque glass, covering the outside surface of clear glass with patterns, paned glass with fenestration, frit or etching patterns, and external screens over non-reflective glass. Highly reflective glass is not permitted.

(C) Occupancy sensors or other switch control devices shall be installed on non-emergency lights and shall be programmed to shut off during non-work hours and between 10 PM and sunrise.

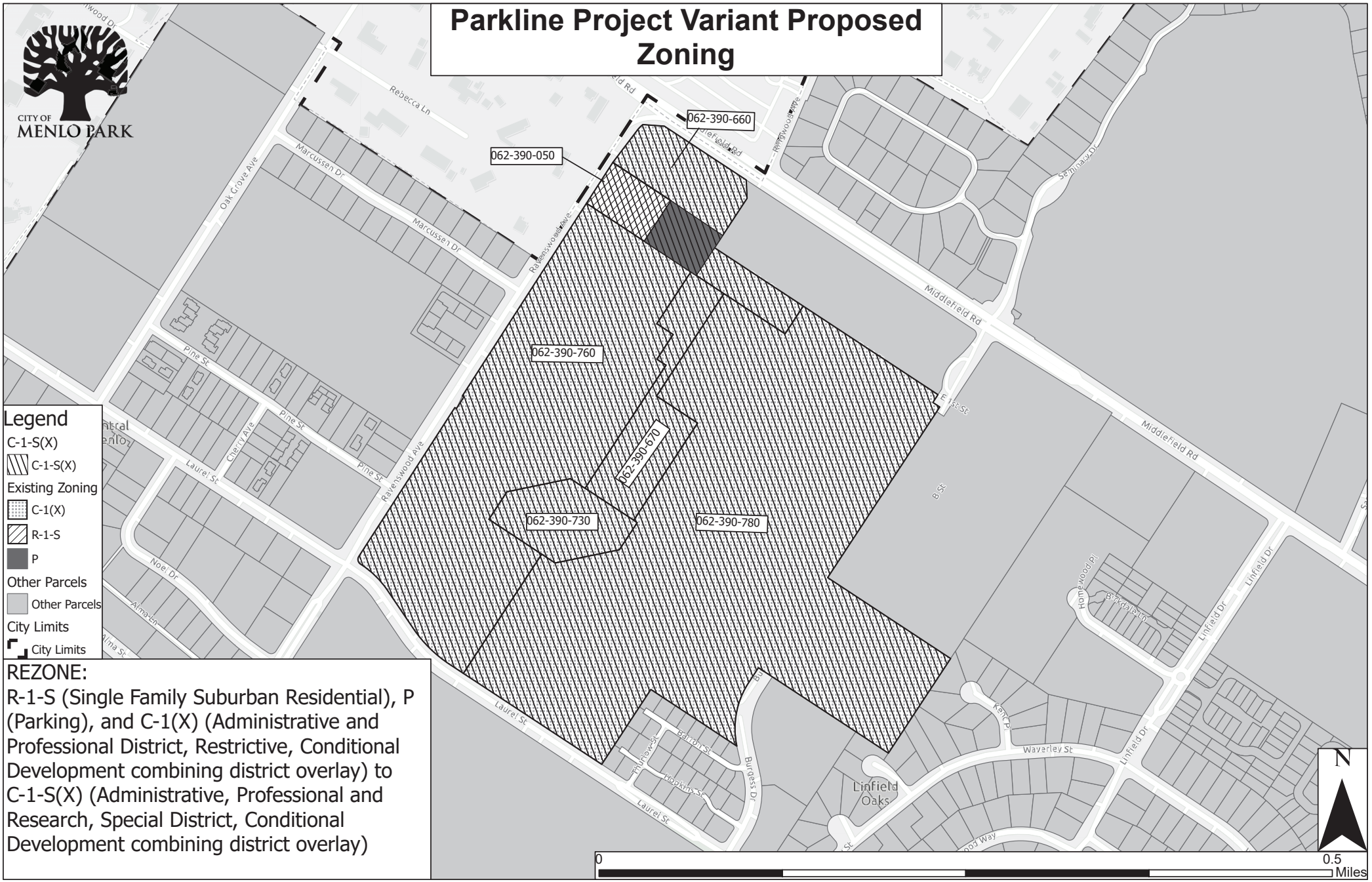
(D) Placement of buildings shall avoid the potential funneling of flight paths towards a building façade.

(E) Glass skyways or walkways, freestanding (see-through) glass walls and handrails, and transparent building corners shall not be allowed.

(F) Transparent glass shall not be allowed at the rooflines of buildings, including in conjunction with roof decks, patios and green roofs.

(G) Use of rodenticides shall not be allowed.

(H) A project may receive a waiver from one or more of the items in (A) to (F) listed above, subject to the submittal of a site specific evaluation from a qualified biologist and review and approval by the Planning Commission.


Parkline Project Variant Proposed Zoning
CITY OF MENLO PARK
062-390-660
062-390-050
062-390-760
062-390-670
062-390-730
062-390-780
Rebecca Ln
Marcussen Dr
Oak Grove Ave
Ravenswood Ave
Middlefield Rd
Pine St
Cherry Ave
Laurel St
Noe Dr
Alma Ln
Alma St
E 1st St
B St
Homewood Pl
Burkhalter Pl
Linfield Dr
Kent Pl
Wavarley St
Linfield Oaks
Burgess Dr
Hopkins St
Barron St
Hurlingame Ave
Seminary Dr
Legend
C-1-S(X)
C-1-S(X)
Existing Zoning
C-1(X)
R-1-S
P
Other Parcels
Other Parcels
City Limits
City Limits
REZONE:
R-1-S (Single Family Suburban Residential), P (Parking), and C-1(X) (Administrative and Professional District, Restrictive, Conditional Development combining district overlay) to C-1-S(X) (Administrative, Professional and Research, Special District, Conditional Development combining district overlay)
N
0
0.5
Miles

CONDITIONAL DEVELOPMENT PERMIT ("CDP")

PARKLINE MASTER PLAN PROJECT

1. GENERAL INFORMATION

1.1. Applicant: LPGS Menlo, LLC, a Delaware limited liability company or its successors or assigns ("Applicant").

1.2. Project Description: General Plan Text and General Plan Map Amendment, Zoning Ordinance Text and Map Amendment, Rezoning, Conditional Development Permit, Vesting Tentative Subdivision Map, Heritage Tree Removal Permits, Parkline Transportation Demand Management (TDM) Plan, Parkline Project Wide Affordable Housing Agreement, and Development Agreement to demolish two buildings at 201 Ravenswood Avenue and approximately 1.1 million square feet (SF) within 35 buildings at 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, decommission an existing 6-megawatt natural gas power plant, and retain three existing buildings (Buildings P, S and T of approximately 286,730 SF) for the continued operation of the Property Owner, SRI, International ("SRI"), and construct:

1. Six hundred and forty-six (646) residential dwelling units, comprised of 46 townhome-style units in two components (referred to as TH1 with 19 detached units and TH2 with 27 attached units in multiple buildings) and 600 apartments in two multifamily buildings (referred to as Buildings R1 and R2 with up to 300 units each), with seven rental BMR units affordable to low-income or low-income equivalent households or seven for sale below market rate (BMR) units affordable to moderate income households within TH1 and TH2, and 90 rental BMR units affordable to low-income or low-income equivalent households in R1 and R2;
2. Up to 154 residential dwelling units on an approximately 1.6-acre portion of land, referred to as Building R3, for the future construction of a 100% affordable housing development project and a small retail or community serving space within the development;
3. A maximum of 1 million SF of non-residential uses, inclusive of Buildings P, S, and T, consisting of office, research and development (R&D), and up to 45,000 SF of commercial/retail uses;
4. Up to five office/R&D buildings, a new commercial amenity building (approximately 40,000 SF) with a publicly-accessible food and beverage space and three parking structures;
5. An approximately 2.6-acre public park along Ravenswood Avenue, dedicated to and built and operated by the City of Menlo Park, with the potential for the city to locate a 2-3 million gallon below-grade emergency water storage reservoir and well below it; and
6. Minimum of 29 acres of open space at full buildout, including a minimum of 12 acres of publicly accessible open space, inclusive of parkland dedicated to the City of Menlo Park.

The above elements are collectively referred to as "**Project**".

1.3. Project Site: The project site consists of approximately 64 acres identified by the Assessor's Parcel Numbers listed in Section 1.4 herein, and generally is bounded by Laurel Street to the west, Ravenswood Avenue to the north, Middlefield Road to the east and Seminary Drive, Burgess Drive and the former USGS campus site to the south ("Project Site"). The existing project site is described in the legal description in Exhibit A attached hereto and shown on Exhibit B attached hereto. Upon the recordation of the City's acceptance of the Irrevocable Offer To Dedicate the Park Parcel provided in Section 4.1A of the Development Agreement, the Park Parcel shall no longer be included in the Project Site and shall no longer be subject to this CDP.

1.4. Assessor's Parcel Numbers: 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780, and 062-390-050

1.5. Property Owner(s): SRI International ("SRI") and First Church of Christ, Scientist, Menlo Park, a California non-profit corporation, or their successors or assigns.

1.6. Zoning: C-1-S-X (Administrative, Professional and Research, Special, Conditional Development)

1.7. Conditions Precedent:

1.7.1. Applicant's and Property Owner's obligations set forth herein are expressly conditioned on the resolution of all referendums and legal challenges, if any, to the Project's entitlements. Notwithstanding any referendums and legal challenges, Applicant's or Property Owner's obligations as set forth herein are expressly conditioned on Applicant's or Property's Owner's election, in their sole discretion, to commence construction of the Project.

1.7.2. That portion of the Project Site owned by SRI, comprising Assessor Parcel Numbers 062-390-660, 062-390-670, 062-390-730, 062-390-760, and 062-390-780 (the "SRI Site"), is currently governed by a conditional development permit adopted by the City Council ("City Council") of the City of Menlo Park in 1975, as amended by the City Council in 1978, September 9, 1997, and November 30, 2004 (the "SRI CDP"). As provided below in Section 6, this Conditional Development Permit for the Parkline Master Plan Project ("CDP") shall be recorded in the Official Records of the County of San Mateo, State of California, and shall become effective in accordance with the ordinance adopted by the City Council approving the CDP. Upon the commencement of any work on any portion of the Project Site, or off-site, in reliance on any permit or approval issued or granted by City related to the development or construction of the Project, the CDP shall thereafter solely govern and control the terms and conditions relating to use of or development of the Project Site and the SRI CDP shall thereby be rescinded, terminated and of no further force or effect regarding the use of or development of the SRI Site.

2. PROJECT PLANS AND DEVELOPMENT STANDARDS

2.1 Project Plans:

2.1.1 Development of the Project shall substantially conform with the Parkline Master Plan plans submitted by Applicant dated June 26, 2025, consisting of 159 plan sheets, recommended for approval by the Planning Commission on xxx, and approved by the City Council on xxx **("Project Plans")**, except as modified by the conditions contained herein and/or in accordance with Section 7 (Changes) of this CDP.

2.1.2 Attached as Exhibit C is a glossary of technical reports and documents supporting implementation of this CDP.

2.1.3 Prior to the issuance of building permits for each building in the Project, and in accordance with Section 7, below, Applicant shall submit architectural control plans (ACPs) for the building/site for review and approval by the Planning Commission in accordance with Menlo Park Municipal Code (MPMC) Section 16.68.020. As part of the architectural control review, the Applicant shall submit materials to document compliance for each ACP with the requirements set forth in this CDP. The form of documentation shall be subject to reasonable review and approval by the Community Development Director.

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

2.2.1 **"Parkline Development Regulations and Design Standards**". The Parkline Development Regulations and Design Standards (commonly referred to as "Design Standards") (Exhibit D) are objective regulations/design standards that the Parkline Master Plan Project must meet unless a requested modification is approved through a use permit during the architectural control review process. Unless otherwise noted in the Design Standards or elsewhere in this CDP, the regulations of the MPMC and more specifically, the C-1-S zoning district apply.

2.2.2 **"Conceptual Plans"**. Items labeled as Conceptual Plans are intended to convey the general vision and design intent of the Project, while allowing flexibility in interpretation and implementation. Conceptual Plans serve as guidelines for general orientation and organization of land uses and transportation and open space networks, general scale and massing of development, and overall architectural themes. All ACPs should be materially consistent with the vision and design intent conveyed by Conceptual Plans but need not comply with the specific details.

2.2.3 **"Illustrative Plans and Renderings**". Items labeled as Illustrative Plans and Renderings depict one possible example of development that would substantially conform with the Design Standards and be materially consistent with the vision and design intent conveyed by the Conceptual Plans. Illustrative Plans and Renderings are not determinative of the ultimate configuration, building orientation, massing, architectural and landscaping details, parking design, etc. ACPs may vary from these depictions.

2.2.4 **"Architectural Control Plan" ("ACP")**. ACPs provide architectural drawings of the proposed building or structure, proposed landscaping or other treatment of grounds around such building or structure, and proposed design of, and access to, required parking facilities, in accordance with Municipal Code Section 16.68.020. ACPs should generally include site plans, floor plans, elevations, square footage diagrams, height calculations, color and materials, etc. Each ACP shall include adjacent open space and pathways, unless an alternate approach is determined by the Community Development Director (e.g., open space specific ACPs). The ACPs shall comply with the City's Application Submittal Guidelines. All ACPs shall conform to the Design Standards, and be materially consistent with the vision and design intent conveyed by the Conceptual Plans, and/or Changes granted in accordance with Section 7 herein.

2.2.5 "**Square footage" or "sf"** shall have the same meaning as the definition of Gross Floor Area (16.04.325) of the Zoning Ordinance.

2.2.6 **Project phasing.** The following defines the conceptual phasing for the Project.

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

a. Demolition of all structures shown on the Phase 1A demolition plan (Sheet C12.3 of the vesting tentative map).

b. Construction of a portion of the Loop Road between Buildings R1 and R2 and the future site for Townhomes 1, and the existing Building P to existing building S and T to the south. Associated surface improvements include an interim parking lot for SRI (Sheet C12.0 of the vesting tentative map).

c. Street improvements along Laurel Street and a portion of Ravenswood Avenue, including intersection upgrades, utility connections, a stub and plug for a future recycled water connection new driveway approaches, new curb, gutter, and sidewalk, and a new crosswalk at Pine Street (Sheet C12.0 of the vesting tentative map).

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

a. Construction of the Loop Road adjacent to the Ravenswood Parklet, towards Middlefield Road, necessary traffic connections to Ravenswood Avenue at two locations, and the Ringwood Avenue intersection.

b. Street improvements along Ravenswood Avenue, Middlefield Road, and Laurel Street including utility upgrades, the recycled water connection to the future West Bay Sanitary District line, intersection upgrades at Ravenswood Avenue/Middlefield Road and Ringwood Avenue/Middlefield

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

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

a. Site improvements including utilities under the remaining Loop Road, sidewalks, permanent street lighting, bioretention ponds, bike and walking paths, and landscaping of the adjacent structures, as well as the "Parkline Central Commons."

b. Offsite improvements at the Seminary Drive intersection including construction of forced-turn islands, grind and overlay, signal modifications, and restriping. Work would also include the intersection at Durham and Willow.

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

2.3 Development Standards

2.3.1 Parkline Development Regulations and Design Standards (Exhibit D) ("Design Standards") shall generally regulate the following aspects of individual buildings within the Project: setbacks, massing and modulation, relationship to streets and public spaces, materials. All future buildings and site features shall comply with the Design Standards, subject to any approved modifications through a use permit. If a development standard is not identified in Section 2.3 of the CDP, the applicable MPMC requirement shall apply.

2.3.2 Dwelling Units shall not exceed a total of 800 units (or 12.5 dwelling units per acre total), consisting of up to the following:

a. 600 multi-family dwelling units (including 90 BMR rental units);

b. 46 attached and detached townhome style units (including 7 BMR rental or ownership units); and

c. 154 BMR units in a standalone 100% affordable building.

2.3.3 Maximum building square footage shall not exceed 1,000,000 square feet for non-residential uses, including existing Buildings P, S and T comprising 287,000 square feet to remain. Non-residential square footage shall comply with the following:

a. Square footage shall be calculated in accordance MPMC Section 16.04.325 (Gross floor area); and

b. Maximum commercial/retail square footage (e.g., retail sales establishments and eating establishments) shall not exceed 45,000 square feet (counted toward the maximum 1 million square feet of non-residential square footage)

2.3.4 Building heights shall generally conform to the maximum heights provided on Sheet G3.03 of the Project Plans and not exceed the maximum heights permitted by the Design Standards (Exhibit D).

2.3.4.1 Buildings R1 and R2 shall conform to the varied building heights as depicted for the building on Sheet G3.03 of the Project Plans.

2.3.4.2 Parking Garage 3 ("PG3"), which is adjacent to the Burgess Classics community, shall not exceed three (3) stories and 50 feet in height.

2.3.5 Parking shall be provided in accordance with the general locations set forth on Sheet G4.02 of the Project Plans and parking ratios shall be in compliance with MPMC Section 16.35.060, and subject to modifications identified in the Design Standards (Exhibit D).

2.3.5.1 The parking for non-residential uses shall be developed concurrently with the amount of non-residential square footage and the amount of parking provided shall not exceed the maximum parking ratio set by the Zoning Ordinance or Design Standards for the specific land use. Interim exceedances during phased construction may be permitted subject to review and determination by the Public Works Director.

2.3.5.2 PG3 shall be reserved for non-residential parking only.

2.3.5.3 Any facade of PG3 that directly faces the Burgess Classics residential community shall incorporate an opaque façade treatment or alternative design solution that achieves equivalent or superior screening effectiveness, as determined during architectural control review by the Planning Commission pursuant to Section 7.1.4.

2.3.6 Open Space shall be provided in accordance with the standards set forth in the Design Standards (Exhibit D) and the Conceptual Open Space Plan on Sheet G3.04 of the Project Plans. The Project shall provide a minimum of 29 acres of open space at full build out, with a minimum of 12 acres of publicly accessible open space, inclusive of dedicated parkland acreage to the City.

2.3.6.1 Publicly accessible open space shall be consistent with the public access easements shown on Sheet C3.3. Areas of landscaping adjacent to pathways that are included in the calculation of publicly accessible open space shall be included within a public access easement or use agreement, subject to review and approval of the Public Works Director.

2.3.7 Roof Mounted Equipment except photovoltaic or solar panels, shall be fully screened and integrated into the design of the building consistent with the Design Standards and MPMC Section 16.08.095, and shall also comply with the noise requirements of that same section.

2.3.8 Ground Mounted Equipment shall be screened and integrated into the site design per the Design Standards and subject to the satisfaction of the Planning Division. The ground mounted equipment shall comply with the noise requirements in MPMC 8.06 (Noise).

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

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

3. USES AND EXISTING STRUCTURES

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

3.1.1 Existing Uses and Structures

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

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

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

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

3.1.4 Administrative and professional offices and accessory uses;

3.1.5 Retail sales establishments, excluding the sale of beer, wine and alcohol;

3.1.6 Eating establishments, excluding the sale of beer, wine and alcohol, live entertainment, and/or establishments that are portable. For purposes of this use designation, an eating establishment is primarily engaged in serving prepared food for consumption on or off the premises;

3.1.7 Personal services, excluding tattooing, piercing, palm-reading, or similar services;

3.1.8 All public facilities used and operated for government purposes by the City of Menlo Park, the county of San Mateo, any public school district, the state of California, and the government of the United States;

3.1.9 Emergency generators and associated use and storage of diesel fuel for up to 13 generators on the Project Site in accordance with Sheet G3.07 of the Project Plans and the hazardous materials information forms, generator supplemental forms and agency referral forms;

3.1.10 Special events including but not limited to farmers' markets, movie nights, concerts, community block parties, and food trucks, provided the activities comply with Chapter 8.06 (Noise) of the MPMC, and provided that such events that require the use of City public services (e.g. police monitoring or control, street closure, traffic control, parking needs that will exceed capacity of the venue, or interfere with normal use and operation of right-of-ways for travel) require a special event permit per Chapter 8.60 of the MPMC;

3.1.11 Parking structures, above and below-grade;

3.1.12 Accessory buildings and uses; and

3.1.13 Other uses determined by the Community Development Director to be similar and compatible uses based on the following criteria:

a. The activities involved in or equipment or materials employed in the use are the same or substantially similar to the uses expressly authorized by this CDP;

b. The use is compatible with surrounding uses; and

c. The use is consistent with the stated purpose of this CDP.

3.2 Administratively permitted uses on the Project Site: All administratively permitted uses listed in C-1-S zoning district, and not specifically authorized by Section 3.1, are permitted with an administrative permit.

3.3 Conditionally permitted uses on the Project Site: All Conditionally permitted uses listed in the C-1-S zoning district, and not specifically authorized by Section 3.1 herein, are permitted with a use permit.

3.4 Additional conditionally permitted uses on the Project Site:

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

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

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

4.1 The Design Standards (Exhibit D) regulate site development and include modifications to development regulations set forth in MPMC 16.35, including regulations such as lot size, building setbacks, building heights, and parking ratios.

4.2 Unless enumerated in this CDP or the Design Standards (Exhibit D), each building within the Project Site shall comply with the requirements of the C-1-S (Administrative, Professional and Research, Special) zoning district and other applicable sections of the MPMC. Where a standard or requirement in this CDP, including the Design Standards, is inconsistent with the MPMC, the regulation or standard in this CDP, including the Design Standards takes precedence.

5 SIGNS

5.1 The maximum sign area permitted at the Project Site shall not exceed 450 square feet unless a Master Sign Program is pursued and approved through the provisions outlined in 5.2 (Master Sign Program), in which case the maximum sign area permitted shall be as set forth in the Master Sign Program.

5.2 Master Sign Program. The Project shall comply with MPMC 16.92 or submit a project-specific Master Sign program which shall be subject to review and approval by the Planning Commission prior to installation of any onsite signage.

5.2.1 The Master Sign Program shall identify the maximum square footage of signage for each parcel/building and/or land uses within the project site and set design guidelines for signage.

6. RECORDATION AND EFFECTIVE DATE

6.1 The CDP shall be recorded in the Official Records of the County of San Mateo, State of California by the Applicant within thirty days of the effective date of the ordinance approving the CDP.

6.2 The CDP shall be in full force and effect on the effective date of the ordinance approving the CDP.

7. CHANGES TO CONDITIONAL DEVELOPMENT PERMIT

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

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

7.1.1 Substantially Consistent Changes are made at the staff level and include any modifications that Applicant or Property Owner makes or proposes to make to this CDP (including the Project Plans) that are in substantial compliance with and/or substantially consistent with the Project based on the determination that the proposed change(s) is consistent with other building and design elements of the CDP, including the Design Standards, and will not have an adverse impact on the character and aesthetics of the Property. The determination as to whether a requested change is a Substantially Consistent Change will be made by the Community Development Director (in his/her reasonable discretion). Substantially Consistent Changes do not affect permitted uses, the density or intensity of uses, restrictions and requirements relating to subsequent discretionary actions, monetary obligations, or conditions or covenants limiting or restricting the use of the Property or similar material elements. The Community Development Director or his/her designee shall act on Substantially Consistent Changes administratively, without public notice or hearing.

7.1.2 Minor Changes are any modifications that Property Owner proposes to make to this CDP (including the Project Plans) that are approved administratively at the staff level, but with notice provided to the Planning Commission. The determination as to whether a requested change is a Minor Change is determined by the Community Development Director (in his/her reasonable discretion). A Minor Change is similar in nature to a Substantially Consistent Change, except that Minor Changes are more visible to the general public and result in minor exterior changes to the Project aesthetics (e.g. site layout, location of uses, etc.). Within seven days of receipt of the notice, any member of the Planning Commission may request that the item(s) be reviewed by the Planning Commission to determine whether the proposed changes qualify as a Minor Change. If the Planning Commission does not request review, the Community Development Director or his/her designee shall act on Minor Changes administratively.

7.1.3 Major Changes are any modifications that Property Owner proposes to make to this CDP (including the Project Plans) that do not constitute Substantially Consistent Changes or Minor Changes. Major Changes are reviewed by the Planning Commission as a Regular Business item, and publicly noticed. Major Changes include, but are not limited to, significant changes to the exterior appearance of the buildings or appearance of the Property, changes to the project plans (e.g. site access, roadway and pedestrian/bicycle infrastructure design, etc.), which are determined by the Community Development Director (in his/her reasonable discretion) to not constitute Substantially Consistent Changes or Minor Changes to the Conceptual Plans and this CDP. The Planning Commission's decision shall be based on the determination that the proposed modification is compatible with other building and design elements or onsite/offsite improvements of the Project and would not have an adverse impact on safety and/or the character and aesthetics of the Project Site. Planning Commission decisions on Major Changes may be

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

7.1.4 Architectural Control Plans (ACPs) for future buildings and site features (e.g. publicly accessible open space, bike/ped paths) are required for each individual building/site. The Planning Commission shall review the ACPs through an architectural control application. The Applicant is required to submit an architectural control application and pay all applicable fees for the Planning Division's review of the proposed ACPs, subject to review and approval by the Planning Commission. The Planning Commission's action will be based on substantial conformance with this CDP, the Design Standards (which may be modified as part of the ACP process with Planning Commission approval of a use permit), and the required findings for architectural control, as enumerated in Chapter 16.68.020 (Architectural Control) of the Zoning Ordinance.

7.1.5 Amendments to this CDP (including the Project Plans) that involve material relaxation of the development standards identified in Section 2, material changes to the uses identified in Section 3, exceedance of the signage maximum square footages identified in the Master Sign Program pursuant to Section 5 (which shall only require approval by the Planning Commission but subject to appeal to the City Council), or material modifications to the conditions of approval identified in Sections 10 through 21 (in each case, other than changes deemed to be Substantially Consistent Changes pursuant to Section 7.1.1, Minor Changes pursuant to Section 7.1.2, or Major Changes pursuant to Section 7.1.3), constitute amendments to this CDP that require public hearings before the Planning Commission and City Council. Such revisions might also require modifications to the Project Plans and/or Parkline Development Agreement. Any application for amendment to the CDP shall be made by the Applicant or the Property Owner, in writing with all applicable plans and payment of applicable processing fees, to the Planning Division for review and recommendation by the Planning Commission at a public hearing. The Planning Commission shall forward its recommendation to the City Council for action on proposed amendment(s) to the CDP.

8 TRANSPORTATION DEMAND MANAGEMENT (TDM) PLAN

8.1 The Applicant shall implement the Parkline Transportation Demand Management (TDM) Plan (Exhibit E).

8.1.1 Trip reductions: The Project shall reduce project trips a minimum of 35 percent below the gross Institute of Traffic Engineers (ITE) Trip Generation Rates for all residential (except detached dwelling units) and non-residential components of the Project per the requirements of MPMC 16.35.70.

8.1.2 Monitoring: The Applicant or other responsible party (e.g., homeowner's association) shall comply with the Parkline TDM Monitoring Plan (Exhibit F), which requires annual monitoring. The Applicant or other responsible party shall document compliance with the trip reduction requirements of this CDP through the TDM Monitoring Plan in Exhibit F.

9. CONSTRUCTION PERMITS SEQUENCING:

9.1. The Applicant prepared conceptual phasing plans as part of the Conceptual Plans and Vesting Tentative Map. Those plans include a phased approach consisting of Phase 1A, Phase 1B (Phase 1A and 1B are collectively referred to as Phase 1 in the vesting tentative map), Phase 2, and Phase 3. The Project conditions reference these phases; however, at the election of the Applicant or Property Owner and upon approval of the City's Public Works and Community Development Directors, the specific construction phasing may be modified, provided all required infrastructure to serve each building is reviewed and approved by the City prior to building permit issuance and constructed prior to the granting of the first certificate of occupancy for any building within a particular phase. Further, any modifications to the phasing shall comply with the requirements set forth in the Development Agreement for the Project. This CDP generally references specific buildings but when a broader phase is referenced as the timing for a condition, the requirement shall need to be met prior to the granting of the first certificate of occupancy within that phase.

9.2. Site improvement plans shall be designed in conformance with the improvement plans identified as part of the Vesting Tentative Map and future final maps, as such maps may be amended or modified from time to time subject to approval of the Public Works Director.

9.3. Site improvement plans and non-vertical construction building permits are to be prepared as independent permit plan sets (i.e., building permits and/or encroachment permits) in the following formats, subject to modifications at the sole discretion of the Building Official:

1. Demolition Plans of Existing Buildings – separate permit is required for each building
2. Demolition of Existing Underground Infrastructure – separate permit is required for each parcel
3. Grading Plans – separate permit is required for each parcel
4. Off-Site Civil improvements – e.g., streets, utilities and streetscape improvements (Encroachment permit through Public Works)
5. On-Site Civil improvements – e.g., sanitary sewer, water mains, storm drain system, roadways. Separate permit is required for each phase. The grading plans can be included as part of this permit. (Building permit through Building Division.) All easements associated with the infrastructure shall be created and recorded before issuance of the permits for on-site civil improvements and shall be coordinated between the on-site civil improvement plans and final map.

9.4. The building permits for the demolition of the existing buildings by phase are required to receive an approved final inspection prior to the issuance of the building permit or encroachment permit for the grading or on-site civil improvements for such phase.

9.5. Prior to issuance of any building permits for vertical construction, the parcelization to create buildable parcels shall be completed for the affected parcel(s), subject to approval of the Public Works Director and the MPFPD. Temporary improvements,

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

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

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

10. PROJECT SPECIFIC CONDITIONS – MITIGATION MEASURES

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

11. PROJECT SPECIFIC CONDITIONS – GENERAL

11.1. The following project specific conditions generally apply to every building permit and construction phase unless a specific building or phase is identified. Each subsequent permit shall be reviewed by the Community Development and Public Works Departments for compliance with these conditions prior to building permit issuance. Compliance shall be documented by the Applicant in the appropriate form as determined by the applicable City Department or Division.

11.2. Architectural Control Plan Approval: Per Section 7.1.4, an Applicant shall submit for individual parcels, phases or defined areas of the Project Site, as determined by the Community Development Director, complete ACPs in accordance with MPMC Section 16.68.020 and materially consistent with the vision and design intent conveyed by the Conceptual Plans and the Design Standards. Through the ACP review process the Applicant may request project modifications subject to the use permit process or otherwise in accordance with Section 7 herein. Approval of the Architectural Control Plans is a prerequisite to building permit issuance.

11.3. Restrictive Covenant: Pursuant to MPMC 16.35.055, the Applicant shall record a restrictive covenant against all project parcels to ensure development on all project parcels in the aggregate does not exceed what would be allowed if each parcel was developed individually.

11.4. Future Conditions: The City's Planning, Building, Engineering, and Transportation Divisions shall review each ACP for substantial conformance with this CDP. The City may impose additional conditions of approval related to building design or conditions necessary to ensure compliance with applicable Building Code, Municipal Code or health and safety regulations. Conditions within this CDP would continue to apply to

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

11.5. Below Market Rate Housing Agreement: Concurrently with the recordation of the Parkline Development Agreement and this CDP, the Applicant or Property Owner shall record the Parkline Project Wide Affordable Housing Agreement. Subsequent parcel or component specific BMR Regulatory Agreements shall be recorded prior to issuance of the first building permit for the associated vertical construction.

11.6. Outside Agency Compliance: Prior to approval of architectural control or site improvements permits, the Applicant or Property Owner shall obtain conditional approval from the Menlo Park Fire Protection District. Prior to issuance of each building permit, the Applicant or Property Owner shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the Project. Documentation of compliance shall be submitted to the Building Division prior to building permit issuance.

11.7. Condition Compliance: Prior to the issuance of each building permit, the Applicant shall submit documentation of compliance with all conditions of approval on the plans or in supporting documents for review and approval of the Public Works and Community Development Departments. Any request for a modification in the timing of a specific condition shall be made in writing with a detailed explanation and requested alternative timing to the Community Development Director for review based on conformance with Section 7 (Changes) of this CDP.

11.8. Fees: All outstanding and applicable fees associated with the processing of this Project shall be paid prior to the issuance of any building permit for the Project except as otherwise set forth in the Development Agreement or in accordance with applicable law.

11.9. Site Upkeep: Applicant or Property Owners shall keep their respective properties on the Project Site in a clean and sanitary condition at all times, maintain its site in a fashion that does not constitute a public nuisance and that does not violate any provision of the MPMC.

11.10. Truck Route Plan: The Applicant shall submit a truck route plan concurrent with the building permit application for each phase of construction based on the City's municipal code requirements, for review and approval by the Transportation Division. The Applicant shall also submit a permit application and pay applicable fees relating to the truck route plan, to the satisfaction of the Public Works Director.

11.11. Traffic Control, Parking, and Construction Staging: Prior to issuance of any building permit and within each construction phase, the Applicant shall submit plans for construction related parking management, construction staging, material storage and Traffic Control Handling Plan (TCHP) to be reviewed and approved by the Public Works Director. The Applicant shall secure adequate parking for any and all construction trades. The TCHP shall include construction phasing and anticipated method of traffic handling for each Phase. Accessible temporary pedestrian and bicycle pathways along the Project's frontage shall be provided and maintained

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

11.12. Water Efficient Landscape Ordinance: Simultaneous with the submittal of each complete building permit application, the Applicant shall document compliance with the City's Water Efficient Landscaping Ordinance (MPMC Chapter 12.44). Submittal of a detailed landscape plan is required concurrently with the submittal of each complete building permit application and subject to review and approval of the Engineering Division. Prior to each building permit final inspection or granting of first certificate of occupancy, the Applicant shall submit a landscape audit report.

11.13. Landscape Screening: Landscaping shall screen all public utility equipment that is installed within the public and private rights-of-way and cannot be placed underground, subject, however, to the requirements of the Menlo Park Fire Protection District, the West Bay Sanitary District, PG&E, and any other applicable agencies regarding utility clearances and screening. The improvement plans and/or building permits shall depict new utility installations, exact locations of any meters, back flow prevention devices, transformers, junction boxes, relay boxes and other equipment boxes installed within the public right of way or public easement area in the event said above ground utility installations are depicted within the improvement plans and/or building permits. The screening shall be compatible and unobtrusive and subject to the review and approval of the Planning Division prior to issuance of applicable permits.

11.14. Hydrology Report: Simultaneous with the submittal of each complete building permit application, the Applicant's design professional shall evaluate the Project's impact to the City's storm drainage system and prepare a Hydrology Report to the satisfaction of the Public Works Director, or designee. Post-construction runoff into the storm drain system shall not exceed pre-construction runoff levels.

11.15. Stormwater Management Report: Simultaneous with the submittal of each complete building permit application, the Applicant shall submit a Storm Water Management Report that meets the requirements of the San Mateo County’s C.3 Stormwater Technical Guidance Manual for review and approval of the City’s Engineering Division.

11.16. Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality, in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP).

11.17. Grading and Drainage: Prior to any building permit issuance, the Applicant shall submit an applicable Grading and Drainage Plan for review and approval. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. A Hydrology Report shall be required to the satisfaction of the Engineering Division. Slopes for the first 10 feet perpendicular to the structure must be a minimum of 5% for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.3.

11.18. Discharges from the garage ramp and parking garages are not allowed into the storm drain system. Discharge shall be treated with an oil/water separator and shall

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

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

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

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

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

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

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

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

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

11.20. Shared Bicycle and Pedestrian Paths.

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

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

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

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

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

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

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

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

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

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

11.22. Construction Fencing: The Applicant shall submit a plan for construction safety fencing around the periphery of the construction area or the periphery of the Project Site as part of each building permit application for each respective building, parcel or phase, and shall include the installation of Temporary Noise Abatement sound barriers consistent with Mitigation Measures NOI-1.1, NOI-1.2 and/or NOI-1.3. The fences shall be installed according to the plan prior to commencing construction for each individual building permit. The plan shall be reviewed and approved by the Building and Planning Divisions prior to issuance of a building permit.

11.23. Vapor Intrusion Mitigation Plan (VIMP") if required by HAZ 2.4, VIMP plans shall be incorporated for "reference only" into applicable building permit plan sets. The purpose of the VIMP is to identify the measures that will be implemented to effectively eliminate potential vapor intrusion concerns into future buildings. The VIMP systems shall be determined with concurrence, approval, and oversight from the appropriate regulatory agency prior to the issuance of building permits. Documentation of such review and approval shall be provided to the Building Division prior to building permit issuance.

11.24. Salvaging and Recycling of Construction and Demolition Debris: For each building, the Applicant shall comply with the requirements of MPMC Chapter 12.48 (Salvaging and Recycling of Construction and Demolition Debris), which compliance shall be subject to review and approval by the Building Division.

11.25. Building Codes Compliance: The Project is subject to the California Building Code (CBC), the California Building Standards Code and any adopted Reach Codes and/or local building code amendments in effect at the time of each complete building permit application submittal, unless otherwise regulated by the Development Agreement and this CDP.

11.26. All new buildings shall be all-electric without the use of natural gas for heating/cooling. Emergency generators may use diesel fuel.

11.27. CalGreen Compliance: The Project is subject to the California Green Building Standards Code (CalGreen) and any local amendments to the Code in effect at the time of submittal of each complete building permit application, unless otherwise regulated by the Development Agreement, this CDP, and applicable law.

11.28. Unit plans: Each complete building permit application that includes residential units shall include all unit plans to be fully drawn and detailed including mirrored plans. Further, all residential building plans are required to include drawings for mirrored units including structural, mechanical, electrical, and plumbing plan sheets.

11.29. Deferred submittals: All deferred submittals other than trusses are to be approved by the Building Official or their designee prior to submittal of each complete building permit application.

11.30. Electric Vehicle Space: Each complete building permit application shall include construction documents needed to identify the location of electric vehicle (EV)

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

11.31. Pedestrian Protection: Each complete building permit application shall include pedestrian protection along the public right-of-way with sidewalks, as required per Section 3306 of the CBC or the comparable section of the CBC in effect at the time of submittal of a complete building permit application.

11.32. Adjoining Properties: Each complete building permit application shall include details regarding protection of adjoining property, as required per Section 3307 of the 2022 CBC or the comparable section of the CBC in effect at the time of submittal of each complete building permit application.

11.33. Sanitary Sewer: Each complete building permit application shall include details demonstrating that all sanitary sewer lines will gravity feed to the sewer mains in the public right-of-way unless otherwise approved by the Building Official or their designee.

11.34. Simultaneous with the submittal of each complete building permit application, the Applicant shall submit plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and sedimentation control, 5) tree protection fencing, 6) construction vehicle parking, and construction traffic to avoid the use of adjacent private property as an access point to the Project Site during construction. The plans shall be subject to review by the Engineering, Planning, and Building Divisions and the City's Building Official or their designee shall approve the Plans subject to input by City staff. The safety fences, dust and air pollution control measures, erosion and sedimentation control measures, and tree protection measures shall be installed according to the approved plan prior to commencing construction and implemented throughout the duration of construction at the project site.

11.35. Erosion Control: Simultaneous with the submittal of a complete building permit application for each phase or building, the Applicant shall submit plans that include proposed measures to prevent erosion and polluted runoff from all site conditions, subject to review and approval of the Building Division. During construction, if construction is not complete by the start of the wet season (October 1 through April 30), the Applicant shall implement a winterization program to minimize the potential for erosion and sedimentation. As appropriate to the site and status of construction, winterization requirements shall include inspecting/maintaining/cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing disturbed soils through temporary or permanent seeding, mulching, matting, tarping or other physical means; rocking unpaved vehicle access to limit dispersion of soil onto public right-of-way; regular street-sweeping of adjacent public right-of-way utilized as ingress and egress to the Project Site for construction related vehicles, and covering/tarping stored construction materials, fuels, and other chemicals. A site specific winterization plan implemented during construction would be subject to review by the Engineering, Building, and Planning Divisions and subject to approval by the Building Official or their designee with input from City staff. The winterization plan would be in addition to any required erosion control plan.

11.36. Stationary Noise Source Compliance Data (Non-roof mounted equipment): Concurrent with building permit submittal for each building, the Applicant shall provide a plan that details that all on-site stationary noise sources comply with the standards listed in MPMC Section 8.06.030. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance. Deferral to the core and shell/vertical construction phase may granted at the discretion of the Building Official.

11.37. Stationary Noise Source Compliance Data (Roof mounted equipment): Concurrent with building permit submittal for each building, the Applicant shall provide a plan that details that all roof-mounted stationary noise sources comply with the standards listed in MPMC Section 16.08.095. This plan shall be subject to review and approval by the Planning and Building Divisions prior to each building permit issuance. Deferral to the core and shell/vertical construction phase may granted at the discretion of the Building Official.

11.38. Building Construction Street Impact Fee: Prior to issuance of each building permit or as otherwise allowed by applicable law, the Applicant shall pay the applicable Building Construction Street Impact Fee, to the satisfaction of the Public Works Director.

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

11.40. The Applicant shall provide an analysis of the detailed water system to ensure it meets MPMW and MPFPD requirements prior to approval of the first final map and associated subdivision improvement agreement. Any recommended modifications from the analysis would be required to be included in the on-site improvement plans for the Project.

11.41. Concurrent with the submittal of each final parcel map, the Applicant shall submit Covenants, Conditions and Restrictions (CC&R's) or other acceptable mechanism for the approval of the Public Works Director or designee and the City Attorney. The CC&R's or other acceptable mechanism shall be approved and recorded concurrently with the final parcel map. The CC&Rs or other acceptable mechanism shall include provisions regarding the allocation of features and requirements that are shared between parcels including, but not limited to the following: shared parking, shared access, joint use and maintenance of common facilities, storm drainage, and administration of the Transportation Demand Management (TDM) plan.

11.42. Driveway access from Laurel Street to Building R2 shall be limited to vehicles accessing the surface parking lot and vehicles entering the parking garage from Laurel Street. Vehicles exiting the surface parking lot may access Laurel Street; vehicles exiting the parking garage within Building R2 shall not be permitted to access Laurel Street, and instead shall be directed to the internal loop road to exit the Project Site along Ravenswood Avenue.

11.42.1. Up to five parking spaces for prospective tenants, designated as “Future Neighbor” as noted on sheet G4.01 located in the R2 garage but outside the secured parking area shall also be allowed to exit onto Laurel Street.

11.43. Waste Water Conveyance Improvements: Applicant shall comply with regulations of the West Bay Sanitary District that are directly applicable to the Project in the design and construction of wastewater conveyance improvements, and submit documentation to the Planning and Building Divisions prior to issuance of each building permit. The West Bay Sanitary District Improvements serving the Project Site will be depicted on the Parkline Improvement Plan set, subject to approval by West Bay Sanitary District.

11.44. Recycled Water Improvements: The Applicant shall install a recycled water main within the loop road in coordination with West Bay Sanitary District, dedicate an easement to West Bay Sanitary District to operate, maintain, repair and replace the facilities, and provide documentation of completion/acceptance to the Public Works Director. The recycled water main shall include connections to Laurel Street, Burgess Drive, and Middlefield Road (at Ringwood Avenue). The recycled water infrastructure will enable the future use of recycled water within the project site and the project vicinity.

11.45. All existing overhead utility lines within the Project Site and public right of way that is included in a given phase of development shall be undergrounded as part of that phase. The undergrounding work for each phase shall be completed prior to obtaining the first certificate of occupancy for the first building in any phase where the undergrounding work is being performed.

11.46. All proposed private easements shall be recorded with the County of San Mateo prior to the granting of the first certificate of occupancy for the associated building permit.

11.47. The Applicant shall retain a civil engineer to prepare “as-built” or “record” drawings of public improvements. These drawings shall be submitted in both AutoCAD and Adobe PDF formats to the Engineering Division prior to issuance of the final certificate of occupancy for each phase (1A, 1B, and future non-residential phases).

11.48. During the design phase of the construction drawings, all potential utility conflicts shall be potholed with actual depths recorded on the improvement plans submitted for City review and approval.

11.49. Lighting: The plan for streetlight installation shall be consistent with City standard details, subject to review and approval of the Public Works Director or their designee. The lighting levels for roadway and walkway lighting shall be consistent with the Illuminating Engineering Society (IES) roadway and walkway lighting standards using illuminance values based on location and adjacent uses or other appropriate City standards in place at the time of building permit submittal for the first phase. The street light locations shall be free from obstructions from tree canopies.

11.50. Emergency Generators: Generator size, type, and locations shall be substantially in conformance with the Project Plans and supporting documents and shall be reviewed prior to building permit issuance to ensure compliance with the requirements, as applicable, of the San Mateo County Environmental Health

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

12. Ongoing Compliance Monitoring

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

12.2. Long-term Maintenance Provisions

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

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

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

12.3. Maintenance Obligations

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

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

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

12.3.3. Owners' Association: Prior to the granting of the first certificate of occupancy for the first building, an Owners' Association shall be formed for purposes of

maintaining the improvements identified in12.3.1 and the other items listed below. The association may be modified to confirm responsibility to subsequent Owners' Associations. Following its formation, and subject to any transition periods established therein, the Owners' Association shall be responsible for maintaining the items listed in 12.3.1 for the life of the Project in accordance with the standards submitted in conjunction with the review and approval of the Site Improvement Plans.

12.3.4. All other utilities: For all other utilities, including but not limited to sanitary sewer, recycled water, and telecommunication infrastructure, the Applicant shall coordinate with the respective utility providers to determine ownership and maintenance obligations. This includes coordination with West Bay Sanitary District (WBSD) for sanitary sewer and recycled water systems.

12.3.5. City shall cooperate with Applicant in implementing all of the conditions of this CDP, including to alter responsibility for ongoing maintenance and compliance obligations as necessary (e.g., alter responsibilities between Applicant, Property Owner, Owners' Association).

12.4. Power and Communications Requirements: The Applicant or Property Owner shall comply with all regulations of PG&E and other applicable communication providers (e.g., AT&T and Comcast) that are directly applicable to the Project.

12.5. Public Open Space Access: Prior to building permit issuance for any given building or parcel, the Applicant shall submit a plat and legal description and proposed form of irrevocable easement agreement for public utilization of the Publicly Accessible Open Space associated with that building or parcel to the satisfaction of the Public Works Director and City Attorney. The form of irrevocable easement shall ensure, to the reasonable satisfaction of the City, that the Applicant has reasonable control over the Publicly Accessible Open Space and that the Publicly Accessible Open Space is accessible to the general public, in perpetuity during reasonable hours of each day of the week and at a minimum from sunrise to 30 minutes after sunset in compliance with Section 8.28.133 of the Municipal Code, except as otherwise provided in the Open Space Operating Rules to be prepared in accordance with Section 15. Publicly accessible open space and frontage landscaping that is part of each parcel, and identified in the ACP, shall be open prior to the first certificate of occupancy.

12.5.1. The irrevocable easement agreement requires City Manager approval and shall be recorded with the County of San Mateo prior to granting of the first certificates of occupancy for the building(s) or units served by or adjacent to such Publicly Accessible Open Space. For clarity, nothing in this section shall require the recordation of a public access easement over any area that has not yet been constructed or made available for public access, or that is subject to active construction or City-approved temporary closure.

12.5.2. Signage for Publicly accessible open space shall be consistent with City standards and any Master Sign Program for the project.

12.6. Generator Screening: To the extent generators are placed on the exterior of the buildings, the Applicant shall screen all generators prior to the first certificate of occupancy for each building, in accordance with the Design Standards and to the satisfaction of the Planning Division. Screening shall be to the height of the generator

and enclose all four sides of the generator. Buildings may be used for all or part of the enclosure.

12.7. Refuse and Recyclables: The Project shall comply with MPMC Section 16.35.110, the City's implementing regulations and the Design Standards. Documentation of preliminary compliance shall be submitted with each ACP and confirmed prior to issuance of each applicable building permit, subject to review and approval of the Sustainability and Planning Divisions. Ongoing compliance shall be demonstrated by Applicant or Owner's Association through zero waste assessments and established benchmarks for waste reduction as part of the City's implementing guidelines, subject to review and approval of the Sustainability Division.

12.7.1. All garbage bins and carts shall be located within a trash enclosure that meets the requirements of the solid waste disposal provider, and the City Public Works Department and Planning Division for the lifetime of the Project. If additional trash enclosures are required to address the on-site trash bin and cart storage requirements of the Project, a complete building permit submittal shall be submitted inclusive of detailed plans, already approved by the solid waste disposal provider, for review and approval of the Planning Division and the Public Works Department prior to each building permit issuance.

12.7.2. Concurrent with the submittal of each complete building permit application that requires waste and recycling collection services, the Applicant shall provide documentation of approval of the refuse and recycling locations by the City's waste and recycling provider (e.g. Recology), subject to review and approval of the Sustainability and Planning Divisions.

12.7.3. All garbage and recycling bins located outside buildings shall include a cover to reduce windborne refuse. The covers may be full or partial, provided that refuse cannot become windborne from the receptacle, subject to review and approval by the Planning and Sustainability Divisions. All exterior garbage and recycling bins shall be frequently emptied on a routine schedule to reduce the possibility of overflowing refuse.

12.8. Construction Hours: Construction activities may take place outside of the typical construction hours of 8:00 a.m. to 6:00 p.m. Monday through Friday, provided the construction activities comply with the noise limitations set forth in MPMC Chapter 8.06 (Noise) and the MMRP, unless determined by the Building and Planning Divisions that an exception for specific activities is necessary (e.g. offsite evening/night work or other on-site activities that cannot occur during the typical construction hours). Prior to the issuance of a building permit for each individual phase, the Applicant shall submit a construction work plan and acoustical analysis to the City documenting the expected work hours and compliance with the MPMC Chapter 8.06 (Noise), the MMRP, and any noise ordinance exceptions subject to review and approval of the Building and Planning Divisions.

12.9. Diesel Generators: Except as provided for in Section 3 of this CDP, any additional diesel generators require review and approval of an administrative permit per the requirements of the MPMC.

12.10. EPA Energy Star Portfolio Manager: Consistent with MPMC 16.35.110, simultaneous with the submittal of each building permit application for buildings greater than 10,000 square feet, the Applicant shall enroll in EPA Energy Star Building Portfolio

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

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

12.11.1. On-site energy generation;

12.11.2. Purchase of 100% renewable electricity through Peninsula Clean Energy or Pacific Gas and Electric Company in an amount equal to the annual energy demand of the project;

12.11.3. Purchase and installation of local renewable energy generation within the City of Menlo Park in an amount equal to the annual energy demand of the project;

12.11.4. Purchase of certified renewable energy credits and/or certified renewable energy offsets annually in an amount equal to the annual energy demand of the project.

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

13 OFF SITE IMPROVEMENTS

13.1 Project Frontage Improvements

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

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

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

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

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

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

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

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

13.1.4 General Frontage Improvement Requirements:

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

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

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

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

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

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

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

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

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

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

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

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

13.4 TIF In Lieu Improvements:

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

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

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

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

13.5 Non-TIF intersection improvements

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

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

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

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

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

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

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

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

13.6 Other off-site improvements

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

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

14. ON-SITE IMPROVEMENTS (BACKBONE INFRASTRUCTURE)

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

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

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

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

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

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

14.2.1.1 Demolition and Site Preparation:

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

14.2.1.2 Onsite Improvements:

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

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

14.2.2.1 Onsite Improvements:

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

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

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

14.2.3.1 Onsite Improvements:

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

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

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

16. GENERAL CONDITIONS

16.1 City Fees: Applicant shall pay all outstanding fees associated with processing any application upon receipt of the final invoice. Prior to future building permit issuance or such later date as required by applicable law, the Applicant shall pay all applicable Public Works and Community Development fees in accordance with the City's Master Fee Schedule.

16.2 School Impact Fee: Prior to issuance of each building permit, the Property Owner shall pay the applicable School Impact Fee for the building in effect at the time of payment and submit documentation of payment to the Building Division prior to issuance of each building permit.

16.3 Menlo Park Municipal Water: The Property Owner shall comply with all requirements of Menlo Park Municipal Water that are directly applicable to the Project and document compliance prior to issuance of each building permit.

16.4 Leadership in Energy and Environmental Design: The Applicant shall design and certify buildings greater than 25,000 square feet in size for LEED Gold and buildings between 10,000 and 25,000 square feet in size for LEED Silver, in accordance with Zoning Table 16.35.110(2)(B). Buildings on the Project Site of less than 10,000 sf would not be certified under LEED. Each building shall be certified within one year of first Certificate of Occupancy and documentation shall be provided to the Planning Division. At its discretion, the Applicant may certify buildings less than 25,000 square feet in size for LEED Gold. The Applicant shall not use an equivalency process and all applicable buildings must be LEED certified.

16.5 The City has approved this CDP in conjunction with a Development Agreement. During the term of the Development Agreement, this CDP shall be subject to the terms and conditions of the Development Agreement and, in the event of a conflict, the terms and conditions of the Development Agreement shall prevail.

16.6 Covenants Run with the Land: All of the conditions contained in this CDP shall run with the land comprising the Project Site and shall be binding upon, and shall inure to the benefit of the Applicant and its heirs, successors, assigns, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this CDP. Upon transfer, sale, or assignment of all or any portion of the Project Site, the Applicant shall be released from its obligations pursuant to this CDP with regard to the transferred, sold, or assigned property that arise or accrue subsequent to the effective date of the transfer, sale and/or assignment.

16.7 Severability: If any condition of this CDP, or any part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or unenforceable, such condition, or part hereof, shall be deemed severable from the remaining conditions of this CDP and shall in no way affect the validity of the remaining conditions hereof. Notwithstanding the foregoing, in the event that any provision of this CDP is found to be unenforceable, void or voidable which materially impairs Applicant's ability to construct the Project, and Applicant has not undertaken construction of any portion of the Project in reliance on this CDP, then Applicant may terminate this CDP upon providing written notice to the City.

16.8 Indemnification: The Applicant and successors and assigns shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval; provided, however, that the Applicant's or successors' and assigns' duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the Applicant and successor and assigns of any said claim,

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

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

EXHIBITS

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

EXHIBIT "A"
LEGAL DESCRIPTION
FOR: PLANNING PURPOSES

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

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 2;

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

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

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

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

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

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

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

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

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

CONTAINING 64.2286 ACRES, MORE OR LESS.

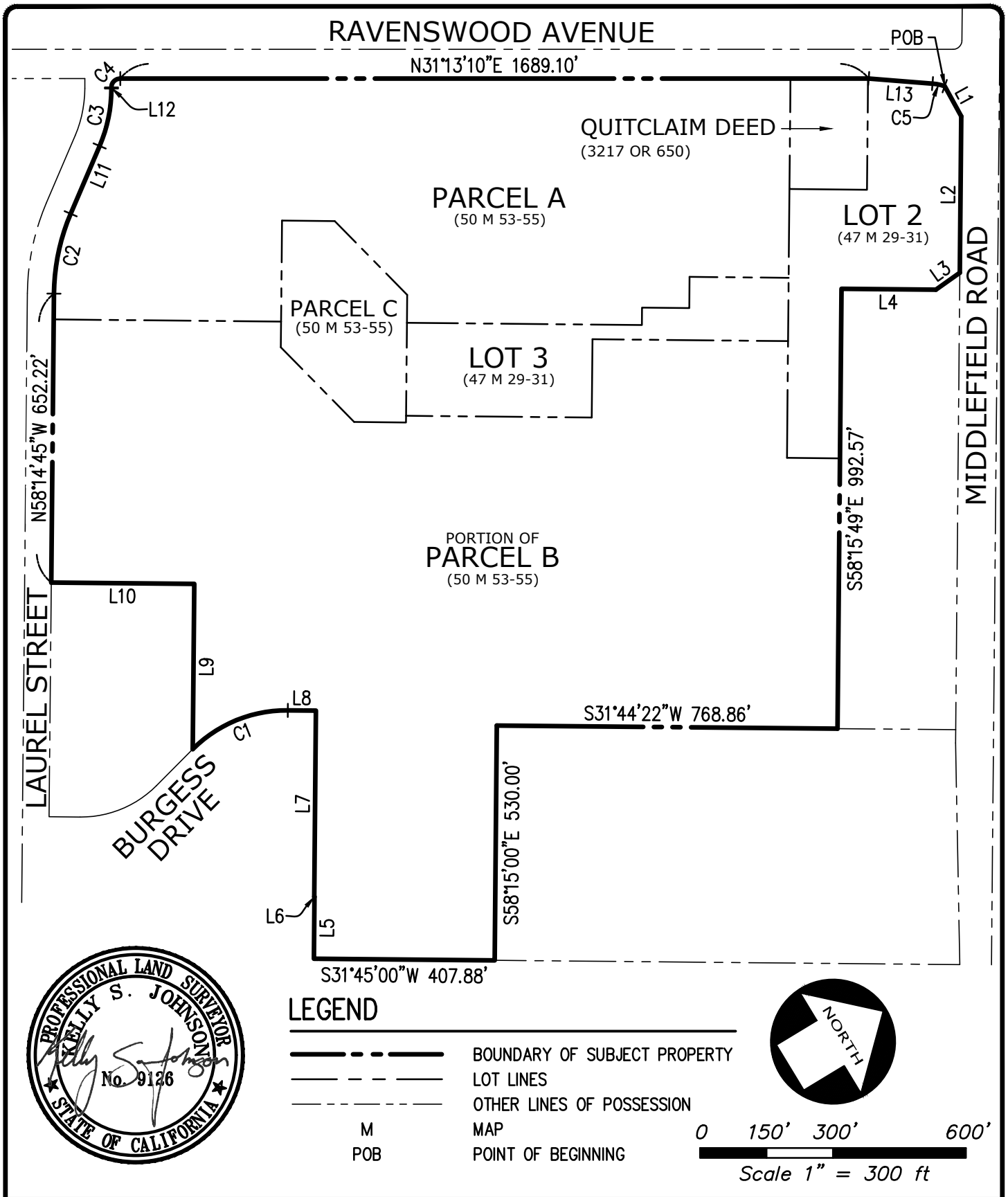
AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

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



KELLY S. JOHNSON, LS 9126

8/12/2025
DATE



KIER+WRIGHT
3350 Scott Boulevard, Building 22
Santa Clara, California 95054
Phone: (408) 727-6665
www.kierwright.com

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EXHIBIT "B"
PLANNING PURPOSES

MENLO PARK, CALIFORNIA

DATE	AUG., 2025
SCALE	1" = 300'
BY	EK
JOB NO.	A20152-1
SHEET	1 OF 2

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

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

KIER+WRIGHT
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EXHIBIT "B"
PLANNING PURPOSES

MENLO PARK, CALIFORNIA

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

Glossary of Supporting Documents

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

Vesting Tentative Map (dated June 24, 2025)

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

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

Heritage Tree Removal Permit HTR2022-00175

Arborist Report (dated August 2025)

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

Parkline Phasing Plan Narrative (dated August 6, 2025)

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

TDM Monitoring Plan (dated September 2025)

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

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

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

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

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

DRAFT: Parkline Development Regulations and Design Standards (July 2025)[1][2]

Residential

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

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

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

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
Minimum setback at Private streets and publicly accessible bicycle/ pedestrian pathways	Minimum linear feet building can be sited from property line adjacent to street.	10 feet	10 feet	10 feet	Setback from edge of public access easement. Private streets internal to the project site are subject to this requirement[3]. Private streets that function as shared driveways for parking access or parking courts shall not be subject to a setback to the building line for attached or detached townhome units; except when a unit's main entry door faces the Private street, a 10 foot setback is required.
Minimum interior side setbacks	Minimum linear feet building can be sited from interior property lines.	10 feet	0 feet	4 feet	Standard is for setbacks from parcels within the Parkline project site. Adjoining podium decks are permitted with no interior side setback requirement.

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

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

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

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

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

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

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		shall include one or more of the following architectural features: prominent balconies that extend for 75% of the length of the façade and are integrated into the roofline of the structure, differentiation in materials, or colors from the lower levels. If the building façade is greater than 5 stories and sited within 40 feet of the property line, the 10-foot stepback at the 5th floor shall apply.			trellises may extend into the Massing Step-Back.

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

Major Building Modulations	A major modulation is a break in the building plane (defined as a recess, offset wall plane, or projecting form) extending from the ground level to at least the top of the building's height that provides visual variety, reduces large building volumes, and/or provides spaces for entryways and publicly accessible spaces.	Minimum of one recess or projection of at least 20 feet wide by 8 feet deep per building side exceeding 100 feet for facades facing a Public street. Minimum of one recess or projection of at least 20 feet wide by 8 feet deep per building side exceeding 200 feet per building side facing a Private Street or publicly accessible open space. (Where a building side facing a Public street exceeds 200 feet a second major modulation is required and where a building side facing a Private street or publicly accessible open space exceeds 300 feet a second	Does not apply	Does not apply	Modulation is required on the building facade(s) facing publicly accessible spaces (e.g., Public streets, Private streets, and publicly accessible open space). A recessed building modulation (set in from a primary facade plane) must be open to the sky above except for normal depth eaves. Walls, soffits, balconies, window bays, etc. cannot encroach on the recess, with the exception of a canopy set completely within the bay at the ground level at a building entrance. Long term parking is not allowed in the modulation recess, but pick up and drop off areas are allowed. Building step-backs are not required at major building modulations, as the entire vertical height of buildings are already stepped back from the primary façade.

Regulation/ Design Standard	Definition	Multifamily Residential	Attached Townhomes	Detached Townhomes	Notes/Additional Requirements
		major modulation is required.)			
Building Entrances	The minimum ratio of entrances to building length along a Public street, Private street, or publicly accessible open space.	One entrance every 200 feet of building length along a Public street, Private street, or Paseo (pedestrian and/or bicycle path). A minimum of one entrance is required on each applicable façade.			Entrances at a building corner may be used to satisfy this requirement for both frontages. Entrances do not need to be into lobbies and can include secondary entrances usable by residents of the building.

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

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

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

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

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

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

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

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

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

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

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

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

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

[4] Photovoltaic equipment is not considered mechanical equipment.

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

Nonresidential

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Minimum lot dimensions	Minimum size of a lot calculated using lot lines.	150 feet width 300 feet depth	100 feet width 300 feet depth	100 feet width 200 feet depth	There are no minimum lot sizes if minimum dimensions are met.
Minimum setback from property at Public streets	Minimum linear feet building can be sited from property line adjacent to street.	200 feet	200 feet	200 feet	Setback from Property Line adjacent to Public street.

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Minimum setback at Private streets	Minimum linear feet building can be sited from edge of adjacent Private street.	30 feet	10 feet	10 feet	Setback from edge of public access easement (inclusive of typical pedestrian infrastructure e.g., standard sidewalk) Does not apply to existing Buildings P, S, and T but applies to any additions.
Maximum setback at Private streets	Maximum linear feet building can be sited from adjacent street curb.	120 feet	Does not apply	Does not apply	Setback from edge of public access easement (inclusive of typical pedestrian infrastructure e.g., standard sidewalk) Maximum setbacks for each nonresidential building from the internal Loop Road shall be set by the building-specific architectural control permit, with the goal of maintaining a large central publicly accessible open space (“Parkline Commons”) framed by the nonresidential buildings.

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Minimum side and rear setbacks from adjacent parcels	Minimum setback from parcels adjacent to the Parkline project site	20 feet (30 feet for structures that exceed 40 feet in height)	20 feet (30 feet for structures that exceed 40 feet in height)	20 feet (30 feet for structures that exceed 40 feet in height)	Utility/trash enclosure/pad and one-story structures may extend ten (10) feet into a side or rear setback adjacent to other parcels. Other parcels refers to non-Parkline project site parcels. Minimum 20-foot setback depth for a landscape planting zone for all screening landscape along Parkline masterplan project edge where nearest primary building façade exceeds 40 feet in height.
Minimum interior setbacks	Minimum linear feet building can be sited from interior property lines.	0 feet	0 feet	0 feet	Standard is for setbacks from parcels within the Parkline project site. Exclude Utility/ trash enclosure/ pad
Minimum setbacks between buildings	Minimum linear feet building can be sited from adjacent buildings within the Parkline project site.	50 feet	50 feet (Does not apply to amenity building adjacent to parking structure.)	50 feet (Does not apply to parking structure adjacent to amenity building.)	Exclude utility/ trash enclosure/ pads

Height	Height is defined in MPMC Section 16.04.330. Height is regulated by the C-1-S zoning district, unless otherwise regulated by these standards, and does not include roof-mounted equipment and utilities.	Maximum Height: 95 feet	Maximum Height: 70 feet	Maximum Height: 55 feet	A parapet used to screen mechanical equipment may exceed the maximum height but not beyond the maximum height permitted for mechanical equipment as described below. Rooftop structures at office/R&D buildings may exceed the designed roof height of the building by the amounts specified below: 1) rooftop stair and elevator towers/overruns 14 feet if within 30 feet of façade, otherwise 20 feet (may exceed the maximum height limit); and 2) mechanical equipment, penthouse equipment rooms, and mechanical screening 20 feet but must be set back at least 20 feet from façade if taller than building parapet. May extend to 25 feet if 40 feet back from façade (may exceed the maximum height limit). Rooftop structures at parking garages may exceed the designed roof level of the structure by the amounts specified below: 1) stair and elevator towers 14 feet (may exceed the maximum height); and

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
					2) rooftop sunshades/canopies or solar panels with support roofing 14 feet but must be setback at least 15 feet from the façade (may not exceed the maximum height).
Frontage Landscaping	The percentage of the setback area devoted to landscaping, ground cover and vegetation. Trees may or may not be within the landscaped area. For this requirement, the setback area is the area between the property line at the Public street or edge of public access easement for a Private street and the face of the building.	Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage.	Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage.	Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage.	Setback areas adjacent to active ground floor uses, including lobbies, retail, and eating and drinking establishments with decorative hardscape paving for plazas, entry walkways, are considered frontage landscaping for purposes of this standard. Where enhanced bicycle and pedestrian facilities beyond standard frontage improvements occur (e.g., multiuse pathways), the facility is considered frontage landscaping for purposes of this standard. (Note: For Parkline, the Loop Road would be considered a Private street for this regulation)
Surface Parking Along Street Frontage	Surface parking may be located along a Public or Private street if setback appropriately.	20 feet for Public streets; 5 feet for Private streets	20 feet for Public streets; 5 feet for Private streets	20 feet for Public streets; 5 feet for Private streets	A maximum of 35% of the linear frontage of building adjacent to the street is allowed to be used for off-street surface parking. Surface parking must meet the minimum required setbacks.

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

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

Building Form/Facade Articulation	Articulation(s) to the building form vary the treatment of the façade by altering the plane of the façade, its shape material, color, or fenestration to reduce monotony and add visual interest, scale, or character.	Each building façade exceeding 100 feet or greater in width shall have one or more form articulations at least 5 feet in depth (projected or recessed from the primary facade) and covering in total at least 10% of the façade area with distinctive variation in wall shape, material, color, or fenestration pattern from the primary facade.	One recess or projection of 15 feet wide by 2 feet deep (minimum) per façade exceeding 200 feet (2 if façade exceeds 400 feet); applies only to facades facing publicly accessible open spaces, and Public or Private streets or, as an alternative to providing such a recess, the design may use different materials and screening elements to provide façade articulation comparable to a 2 foot recess, subject to Architectural Control approval.	Each building façade exceeding 100 feet or greater in width shall have one or more form articulations at least 5 feet in depth (projected or recessed from the primary facade) and covering in total at least 10% of the façade area with distinctive variation in wall shape, material, color, or fenestration pattern from the primary facade.	Building Form/Façade Articulation shall be a separate requirement from the building modulation requirement.

Regulation/ Design Standard	Definition	Office/ R&D	Parking Structures	Amenity Building	Notes/Additional Requirements
Building Entrances	The minimum number of entrances along a Public street, Private street, or publicly accessible open space.	One entrance per Public or Private street frontage; one entrance facing publicly accessible open space along the greatest building length.	One entrance per applicable frontage.	One entrance per publicly accessible open space frontage.	Entrances at a building corner may be used to satisfy this requirement for both frontages. Entrances to ground level amenities within the footprint of the building may be counted as an entry to one side. Building entrances (except for garages) shall be marked by distinctive fenestration patterns and a canopy or recess of at least 4 feet deep at entry doors.
Ground Floor Transparency	The minimum percentage of the ground floor facade (finished floor to ceiling) that must provide visual transparency, such as clear-glass windows, doors, etc.	30%	Does not apply	30%	Windows shall not be opaque or mirrored.
Minimum Ground Floor Height	The minimum height between the ground-level finished floor to the second-level finished floor.	15 feet	10 feet	15 feet	

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

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

Trash, Storage and Utility Enclosures	Restrictions on location and materials A primary building entrance is the main public entrance to the building on any building side where a building entrance is required.	Trash enclosures shall be located at least 60 feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape. Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.	Trash enclosures shall be located at least 60 feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape. Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.	Trash enclosures shall be located at least 60 feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape. Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.	Exception to standard: Trash enclosures may be located closer than 60 feet of a primary building entrance provided the enclosure is integrated into the building design with materials and finishes similar to the primary building materials and landscape (i.e., finishes that are near or identical to the finishes of the building such that the enclosures appear as if they part of the building); exposed CMU will not be allowed for purposes of this exception.



Parkline Transportation Demand Management (TDM) Plan

Prepared for:
LPGS Menlo, LLC / SRI International

September 2025

SJ21-2095

Fehr & Peers

Table of Contents

1. Introduction 1

1.1 Project Description 1

2. Site Context – Transportation Services 4

2.1 Transit Service 4

2.1.1 Caltrain 4

2.1.2 SamTrans Bus Service 7

2.1.3 Menlo Park Community Shuttles 7

2.1.4 Paratransit 8

2.2 Existing Pedestrian and Bicycle Facilities 8

2.2.1 Existing Pedestrian Facilities 8

2.2.2 Existing and Proposed Bicycle Facilities 10

2.2.3 Existing Roadway Network 13

3. TDM Measures & Strategies 15

3.1 Overview of TDM Strategies 15

3.2 Parkline TDM Requirements 15

3.2.1 Trip Reduction Targets 15

3.2.2 Regulatory Framework for Parkline TDM Strategy 16

3.2.3 Commute.org Certification 16

3.3 Proposed TDM Measures for Parkline 17

3.3.1 Proposed Parkline Pedestrian and Bicycle Facilities, and Reduced Parking Ratios 24

3.3.2 Parkline C/CAG TDM Policy Checklist Compliance 26

4. TDM Monitoring Plan 27

Appendices

Appendix A C/CAG TDM Checklists

Appendix B TDM Monitoring Plan Exhibits

List of Figures

Figure 1: Project Location and Adjacent Street Network 2
Figure 2: Existing Transit Service 5
Figure 3: Existing and Planned Regional Bicycle Facilities 12
Figure 4: Proposed Parkline Pedestrian and Bicycle Amenities 25

List of Tables

Table 1: Nearby Transit Services 6
Table 2: Existing Pedestrian Crosswalk Locations 9
Table 3: Proposed TDM Measures for Parkline 19
Table 4: C/CAG TDM Checklist Scores 26
Applicability Penalty Amount 29



1. Introduction

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

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

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

1.1 Project Description

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

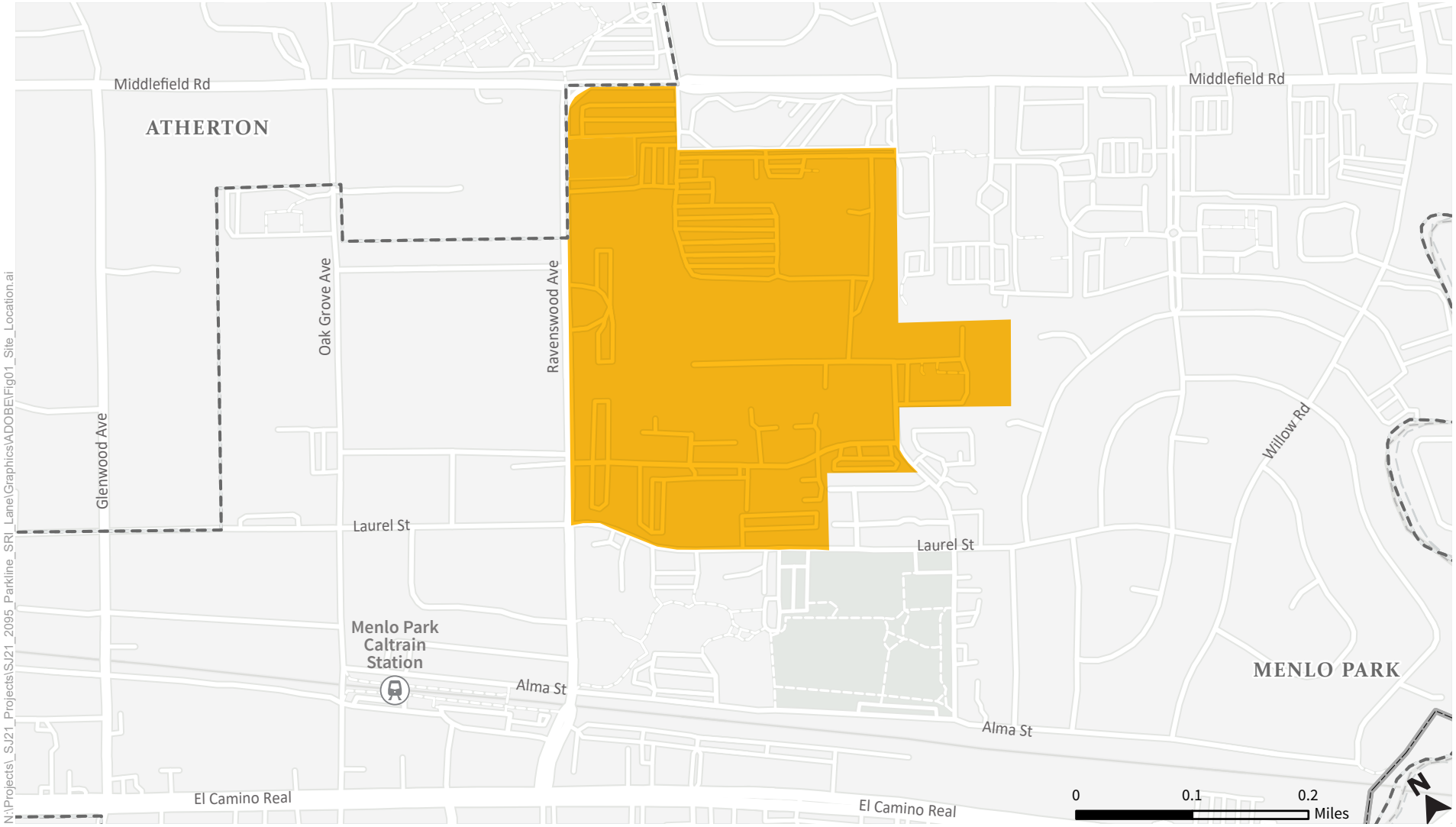


Figure 1

Site Location

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

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

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

2. Site Context – Transportation Services

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

2.1 Transit Service

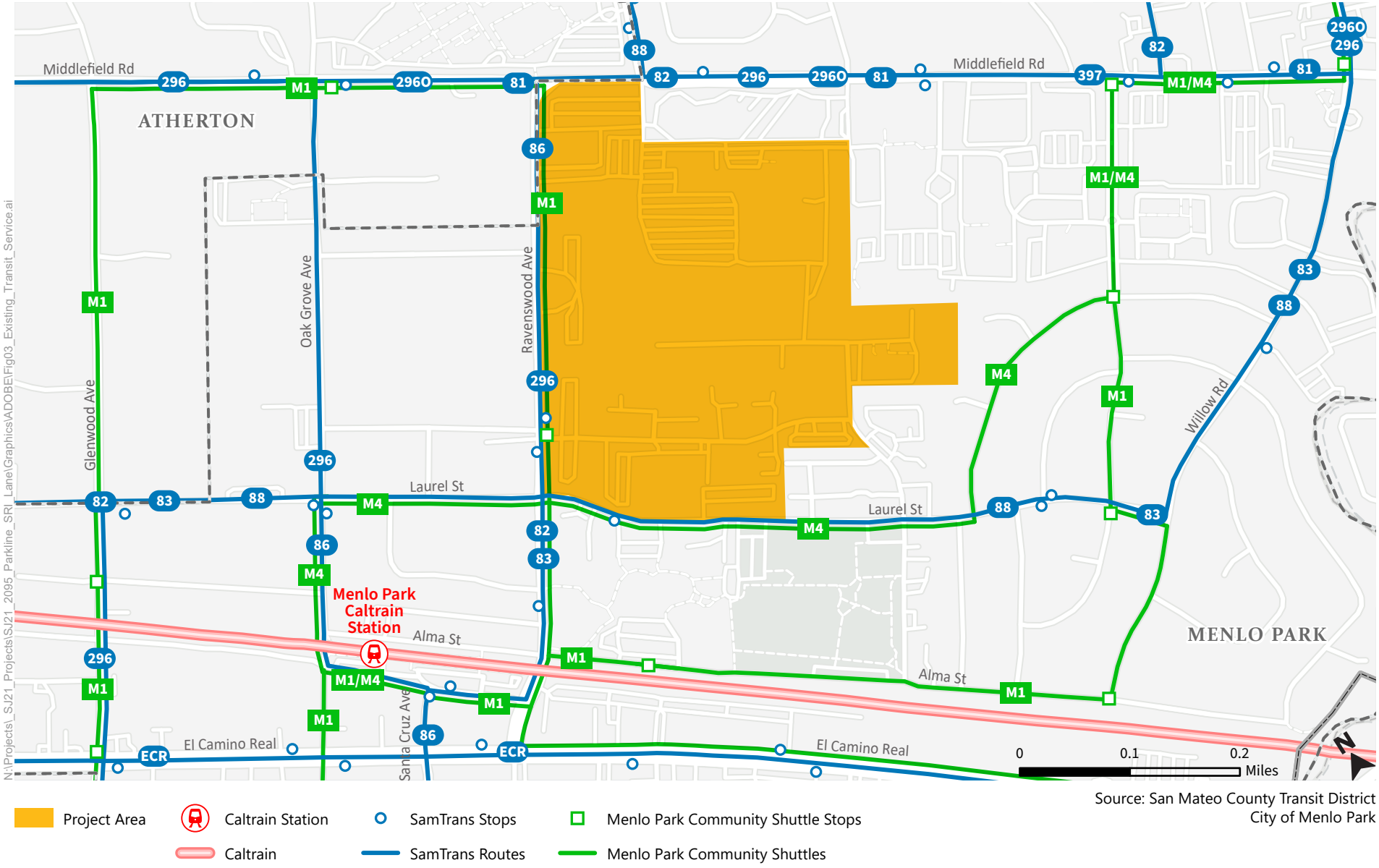
Parkline is near several transit service options, including Caltrain, SamTrans and Menlo Park community shuttles. The City of Menlo Park encourages the use of transit as an alternative mode of transportation and is served by two major transit providers: San Mateo County Transit District (SamTrans) and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

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

2.1.1 Caltrain

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

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



Source: San Mateo County Transit District
City of Menlo Park

Figure 2

Existing Transit Service

Table 1: Nearby Transit Services

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

Source: Fehr & Peers, August 2023.

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

2.1.2 SamTrans Bus Service

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

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

2.1.3 Menlo Park Community Shuttles

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

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

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

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

2.1.4 Paratransit



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

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

2.2 Existing Pedestrian and Bicycle Facilities

2.2.1 Existing Pedestrian Facilities

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

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

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

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

Table 2: Existing Pedestrian Crosswalk Locations

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

1 – Designated school crosswalks with yellow striping.
2 – The Alma Street & Ravenswood Avenue crosswalks provide access to the Meno Park Caltrain Station.
NA – Not applicable.
Source: Fehr & Peers, August 2023.

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

Planned Pedestrian Improvements

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

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

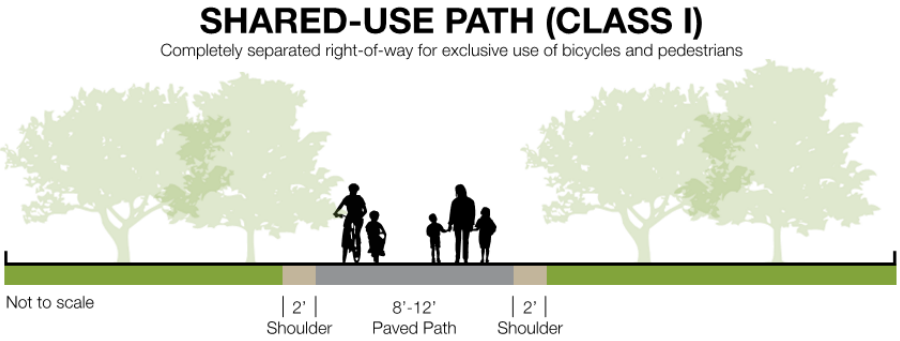
> *TMP #63 – Middlefield Road & Ravenswood Avenue* – Remove eastbound Ravenswood Avenue channelized right-turn lane, install right-turn overlap phase, modify signal timing, install crosswalk and cross-bike markings on north Middlefield Road leg, install bike signal. Construct "jughandle" bicycle left-turn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

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

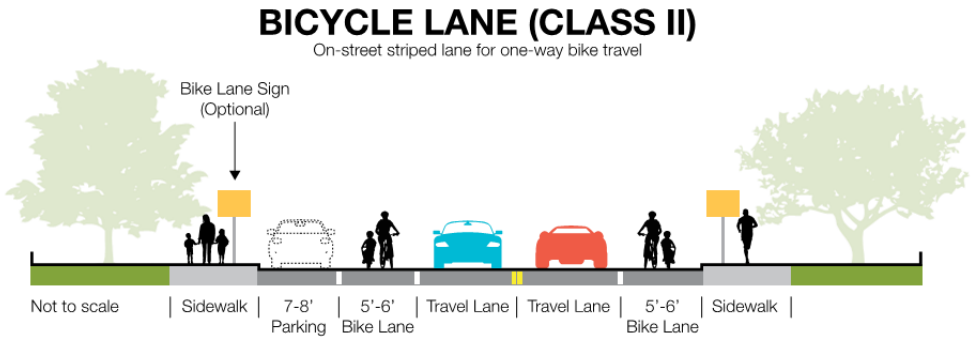
2.2.2 Existing and Proposed Bicycle Facilities

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

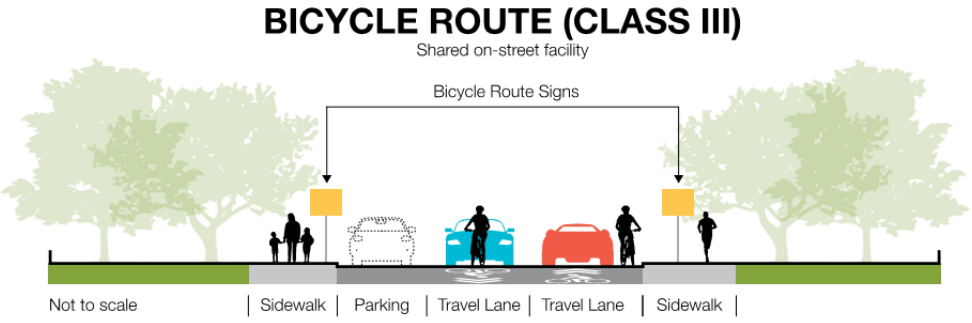
- **Class I Shared-Use Path**, commonly referred to as a Bikeway or Bike Path, is a facility separated from automobile traffic for the exclusive use of bicyclists. Class I facilities can be designed to accommodate other modes of transportation, including pedestrians and equestrians, in which case they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



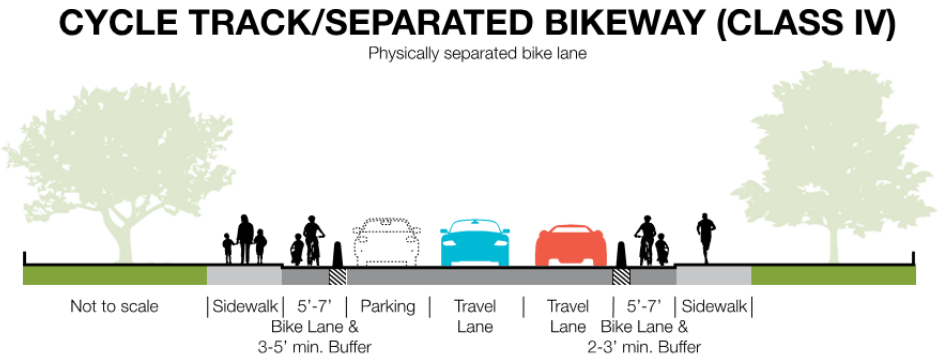
- **Class II Bicycle Lane** is a dedicated facility for bicyclists immediately adjacent to automobile traffic. Class II facilities are identified with striping, pavement markings, and signage, and can be modified with a painted buffer to become a buffered bicycle lane (Class II)



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



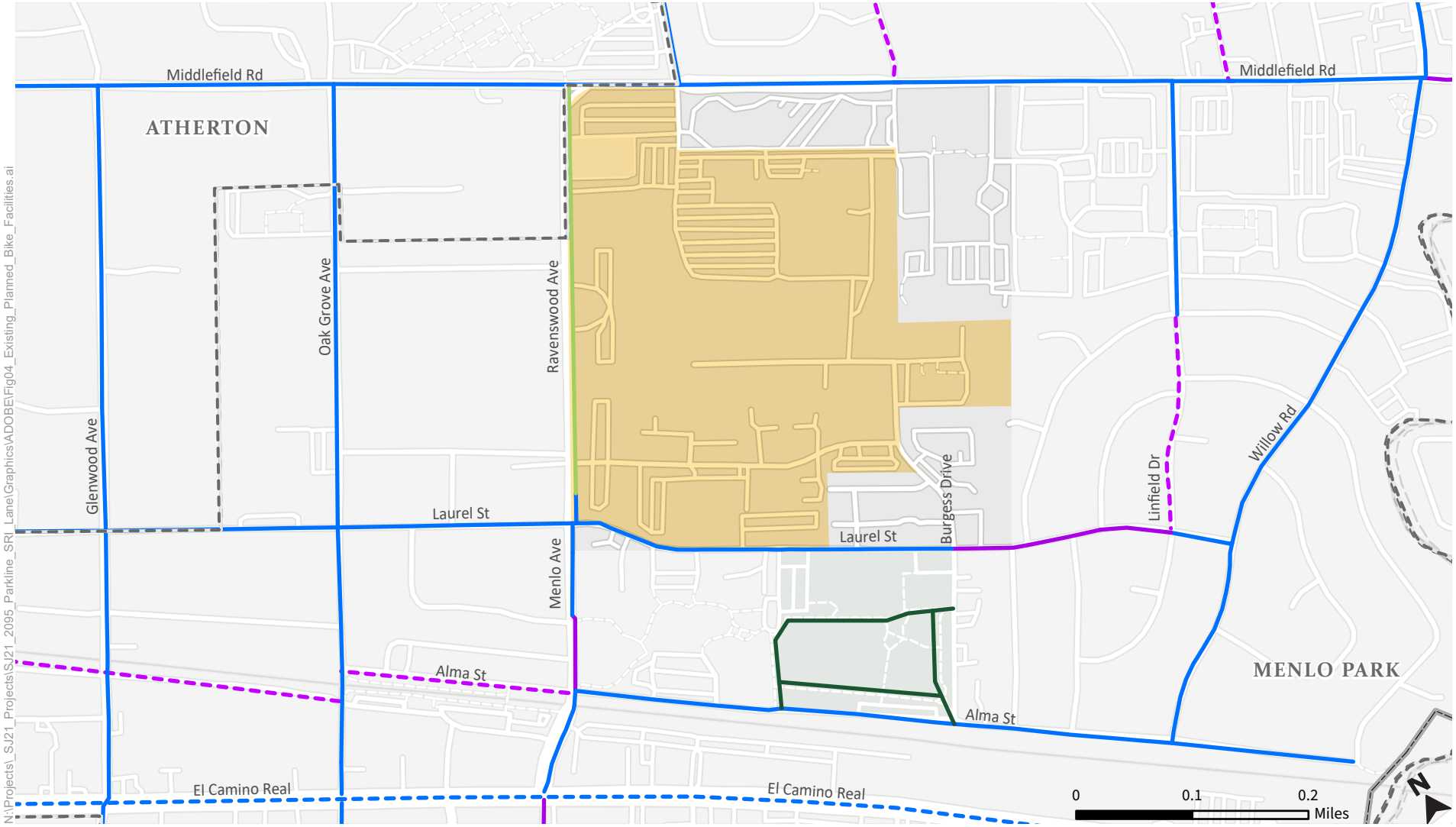
- **Class IV Cycle Track or Separated Bikeway**, commonly referred to as a protected bicycle lane, is a facility that combines elements of Class I and Class II facilities. They offer an exclusive bicycle route immediately adjacent to a roadway like a Class II facility but provide physical separation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



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

Planned Bicycle Improvements

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



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

Project Area

Existing Bike Facilities
- Class I Bike Path
- Class II Bike Lane
- Class III Bike Route
- Class IV Separated Bikeway

Planned Bike Facilities
- Class II Bike Lane
- Class III Bike Route

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

Figure 3

Existing and Planned Regional Bicycle Facilities

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

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

- *TMP #75 – Laurel Street from Burgess Drive to Willow Road – Establish Class II bicycle lanes (requires removal of parking on both sides of the street).*

- *TMP #79 – Alma Street from Ravenswood Avenue to Burgess Drive – Install sidewalk on the east side of Alma Street to connect to Burgess Park path. Upgrade crosswalks to high-visibility.*

- *TMP #81 – Middle Avenue Caltrain Crossing – Construct pedestrian and bicycle crossing at El Camino Real/Middle Avenue intersection. Connect to future plaza, to be funded and constructed via private development (Middle Plaza). Install pedestrian crossing improvements across Alma Street from Caltrain Crossing to Burgess Park.*

2.2.3 Existing Roadway Network

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

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

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

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

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

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

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

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

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

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

Planned Roadway Improvements

Most of the Menlo Park Transportation Master Plan Tier 1 improvements are focused on pedestrian, bicycle, and local roadway safety improvements. However, there is one major roadway improvement planned near Parkline: the Caltrain Grade Separation project. The City of Menlo Park is working with the San Mateo County Transportation Authority on funding for the design and environmental phase. The Menlo Park grade separation project is a pipeline project identified within the Measure A grade separation program. The City is working with Caltrain on an agreement to pursue these design and environmental review phases of work, which will be led by Caltrain in coordination with the City.

3. TDM Measures & Strategies

3.1 Overview of TDM Strategies

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

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

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

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

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

3.2 Parkline TDM Requirements

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

3.2.1 Trip Reduction Targets

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

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

3.2.2 Regulatory Framework for Parkline TDM Strategy

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

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

3.2.3 Commute.org Certification

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

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

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

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

3.3 Proposed TDM Measures for Parkline

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

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

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

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

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

Table 3: Proposed TDM Measures for Parkline

TDM Measure	Description	C/CAG	VMT Reduction Potential[1]	Residential TDM	Office/R&D TDM	
					Owner/Property Management[2]	Tenants
Bicycle and Pedestrian						
Provide bicycle parking (short-term, on-sidewalk or similar)	Provide traditional bike racks designed for short-term parking, in a visible publicly accessible space.	✓	0.1% – 1.6%		✓	
Provide on-site bicycle maintenance services	Include dedicated space for a bicycle repair shop or agree to provide concierge service for individuals to drop off bicycles for repairs and pick them up later.	✓	Unknown		✓	
Fund bicycle lanes / expansion of bicycle network	Construct or improve a bicycle lane facility (Class I, II, III, or IV) that connects to a larger existing bikeway network. This encourages mode shift from parallel roadways to bicycles, displacing VMT. • Class I – Bicycle & pedestrian path parallel to Ravenswood Av extending from Laurel St to Middlefield Rd (at Ringwood) • Class IV – Cycle Track along project frontage on Laurel St from Ravenswood to property line • Class I – Bicycle & pedestrian path connecting Burgess Dr and Middlefield Rd on east side of the property • Class I – Bicycle & pedestrian path connecting between Laurel St and internal circulation roadway • Class II or III – Internal circulation (loop) will included either Class II (bike lanes) or III (sharrows) to accommodate bicycles	✓	0.2% – 0.8%	✓	✓	
Provide bicycle parking (long-term, secure)	Provide secure bicycle parking in either a dedicated room, via bicycle lockers, or a bike station incorporated into the project.	✓	0.1% – 1.6%	✓	✓	
Provide on-site bicycle repair station	Provide a bicycle repair station that includes basic tools and space for common repair tasks. This may include a stand, air pump, tire lever, wrenches, and other common bicycle maintenance tools.	✓	0.1% – 1.6%	✓	✓	
Provide showers and lockers	Provide space for active transportation users to shower, change, and store any equipment they use during their commute.	✓	0.1% – 2.8%		✓	

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

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

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

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

1 – Range of VMT reduction for the individual program or activity based on the *Handbook for Analysis Greenhouse Gas Emission Reductions* (California Air Pollution Control Officers Association, 2021) and other published reach search. Unknown indicates that no value is assigned to the individual strategy; however, these strategies are components that complement other programs and make them more effective.

2 – Owners / Property Managers refers to actions that would be implemented by the property owner and/or property managers. For example, the property owner is responsible for the design features built into the property. Property managers are responsible for implementing programs for their development and collaborating with tenants to implement TDM programs.

Source: Fehr & Peers, August 2023

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

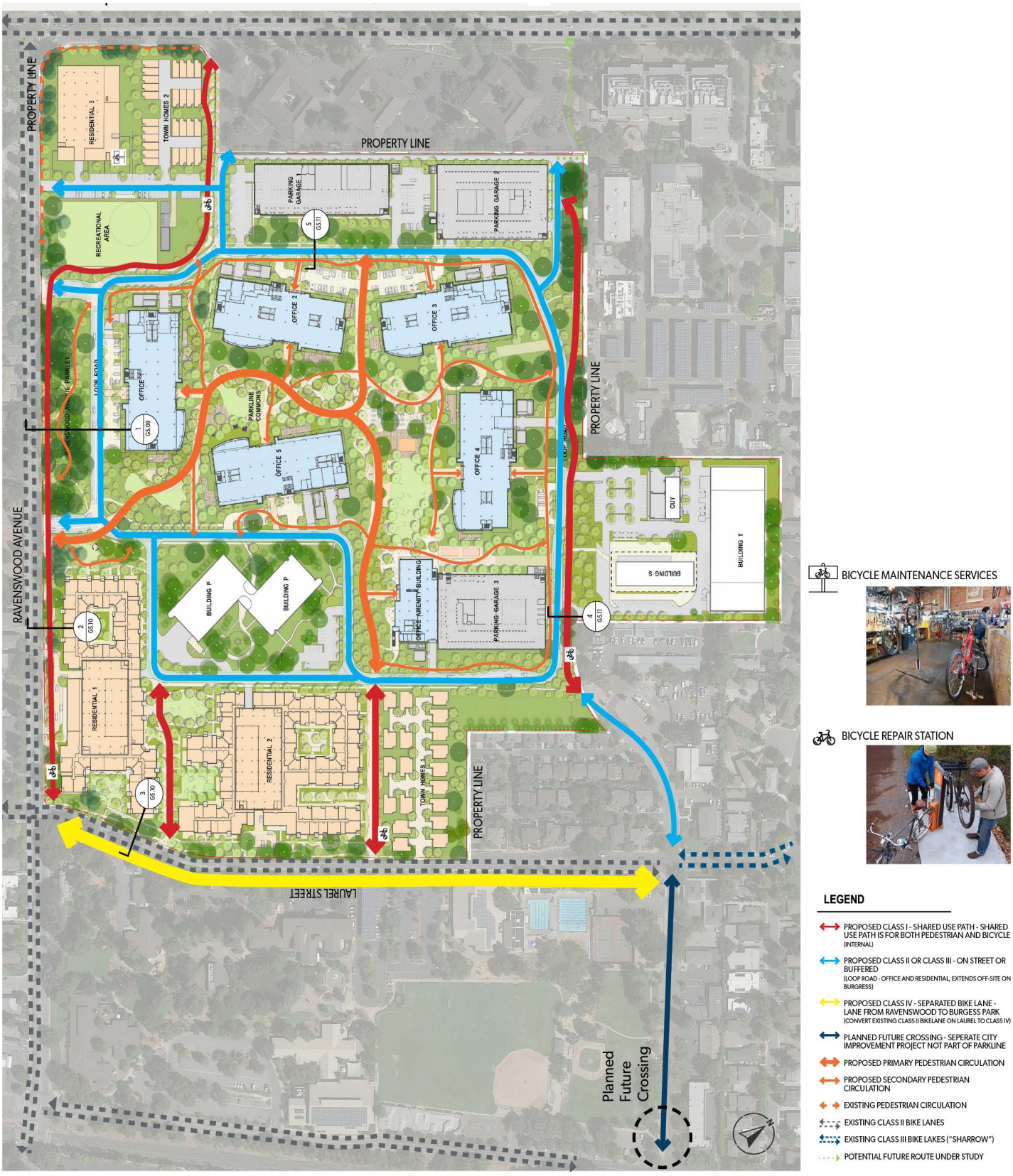
3.3.1 Proposed Parkline Pedestrian and Bicycle Facilities, and Reduced Parking Ratios

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

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

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

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



Data Source: Parkline Master Plan, 2024, LANE PARTNERS

Figure 4

Project Bicycle Facilities

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

3.3.2 Parkline C/CAG TDM Policy Checklist Compliance

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

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

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

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

Table 4: C/CAG TDM Checklist Scores

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

Source: Fehr & Peers, January 2024.

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

4. TDM Monitoring Plan

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

(a) 9,130 Daily Trips, with 6,864 Daily Trips allocated to the commercial component of the Project and 2,266 Daily Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project.

(b) 845 AM Peak Hour Trips, with 649 AM Peak Hour Trips allocated to the commercial component of the Project and 196 AM Peak Hour Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project, and

(c) 816 PM Peak Hour Trips, with 615 PM Peak Hour Trips allocated to the commercial component of the Project and 201 PM Peak Hour Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project.

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

(a) calculated internalization reduction of 4.7% for the Daily Trips, 3.1% for AM Peak Hour Trips and 3.4% for PM Peak Hour Trips for commercial and multi-family internal trips, and

(b) a reduction for implementation of TDM measures equivalent to 35% reduction in trips applied after the trip reduction for internalization.

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

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

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

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

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

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

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

(i) identifies the Site Monitoring Locations approved by the City for the annual monitoring event,

(ii) describes the vehicle trip monitoring protocol and methodology used by the consultant,

(iii) contains all the vehicle trip monitoring data collected from each of the Site Monitoring Locations during the monitoring period,

(iv) provides an analysis and determination of the Daily, AM and PM peak hour vehicle trips generated by the entire Project and the residential and commercial components of the Project during the monitoring period,

(v) identifies any irregularities that occurred with any vehicle trip data collected, whether any such data was or was not included in the determination of the Daily, AM and PM peak hour vehicle trips generated by the residential and commercial components of the Project during the monitoring period, and the justification for including or excluding such data, and

(vi) provides a determination of the number of Daily, AM Peak and PM Peak hour trips generated during the monitoring period that are in excess of the Trip Thresholds Table, if any.

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

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

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

Applicability Penalty Amount

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

1 Only one tier is applicable for any given violation

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

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

Appendix A
C/CAG TDM Checklists

Parkline C/CAG Large Residential TDM Checklist

C/CAG TDM Checklist

ccagtdm.org

Residential (Multi-Family) Land Use: Large Project

500+ ADT; ~50+ Units

About this Form

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

Questions?
support@ccagtdm.org

A Applicant Information

Project Address	Contact First and Last Name
Parkline Residential Component	
Parcel Number	**Application Date** (D D M M Y Y Y Y) / **Contact Phone Address**
Project Jurisdiction	**Contact Email Address**
City of Menlo Park	

B Trip Reduction Target

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

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

Identify your project type

◉ TOD	☐ Transit Proximate	☐ Non-Transit Proximate
Less than 1/2-mile from high quality transit service	1/2 to 3 miles from high quality transit service	More than 3 miles from high quality transit service
25% Trip Reduction Required	**35%** Trip Reduction Required	**35%** Trip Reduction Required

C Required Measures

You must select all measures that apply for your project type

Click on each measure's title for more information

	Measure	Project Types	Percentage	Yes
1	**M2 - Orientation, Education, Promotional Programs and/or Materials** Offer new residents an orientation or education program or materials.	ALL	1%	☑
2	**M3 - TDM Coordinator/Contact Person** Provide TDM coordinator/liaison for tenants. May be contracted through 3rd party provider, such as Commute.org.	ALL	0.5%	☑
3	**M4 - Actively Participate in Commute.org or Transportation Management Association (TMA) Equivalent** Obtain certification of registration from Commute.org or equivalent TMA incorporation documents. Select only one based on Project Type	TOD & Non-transit Proximate Transit Proximate	5% 15%	☑ ☐
4	**M6 - Transit or Ridesharing Passes/Subsidies** Offer tenants passes or subsidies for monthly public transit or ridesharing costs incurred, equivalent to 30% of value or $50 - whichever is lower.	ALL	10%	☑
5	**M8 - Secure Bicycle Storage** Comply with CalGREEN minimum bicycle parking requirements.	ALL	1%	☑
6	**M9 - Design Streets to Encourage Bike/Ped Access** Design adjacent streets or roadways to facilitate multimodal travel.	ALL	1%	☑
7	**Total from Required Measures** Sum percentages from each selected measure from rows 1-6		18.5%	

Form Continues on Page 2 →

D Additional Recommended

Select enough to meet the trip reduction target from section B

Click on each measure's title for more information

	Measure	Project Types	Percentage	Yes
8	**M5 - Carpool or Vanpool Program** Establish carpool/vanpool program for tenants and register program with Commute.org.	ALL	2%	☐
9	**M10 - Delivery Amenities** Offer delivery amenities, including dedicated receipt and storage areas, to reduce need for multiple trips to conduct similar business.	ALL	1%	☐
10	**M11 - Family-supportive Amenities** On-site secure storage of personal car seats, strollers, cargo bicycles, or other large bicycles. Property owners can also provide shared building equipment, such as shopping carts or cargo bicycles for check out by residents.	ALL	3%	☑
11	**M14 - Paid Parking at Market Rate** Offer hourly/daily parking rates proportional to monthly rate or equivalent to cost of transit fare.	ALL	25%	☐
12	**M15 - Reduced Parking** Provide off-street parking at least 10% below locally-required minimums, or else below the locally-permitted parking maximums. Consideration may be required of potential spillover parking into surrounding areas.	ALL	10%	☐
13	**M17 - Developer TDM Fee/TDM Fund** Voluntary impact fee payment on a per unit or square footage basis, to fund the implementation of TDM programs.	ALL	4%	☐
14	**M18 - Car Share On-Site** Provide on-site car share or vehicle fleets.	ALL	1%	☑
15	**M19 - Land Dedication or Capital Improvements for Transit** Contribute space on, or adjacent to, the project site for transit improvements. Select one or more Bus Pullout Space 1% ☑ Bus Shelter 1% ☑ Visual/Electrical Improvements (i.e., Lighting, Signage) 1% ☑ Other (i.e., Micromobility Parking Zone, TNC Loading Zone) 1% ☑	ALL	4 % Total percentages selected	☑
16	**M20 - Shuttle Program/Shuttle Consortium/Fund Transit Service** Establish a shuttle service to regional transit hubs or commercial centers. Shuttle service should be provided free of charge to employees and guests.	Non-transit Proximate	10%	☐
17	**M21 - Bike/Scooter Share On-Site** Allocate space for bike/scooter share parking.	All	1%	☑
18	**M22 - Active Transportation Subsidies** Offer biking/walking incentives to tenants, such as gift card/product raffles.	All	2%	☑
19	**M23 - Gap Closure** Construct or enhance quality of biking and walking facilities to/from site to existing trails, bikeways, and/or adjacent streets.	All	7%	☑
20	**M24 - Bike Repair Station** Offer on-site bike repair space/tools in visible, secure area.	All	0.5%	☑
21	**M26 - Pedestrian Oriented Uses & Amenities on Ground Floor** Provide on-site, visible amenities to tenants and guests, such as cafes, gyms, childcare, retail.	All	3%	☑
22	**Total from Additional Measures** Sum percentages from each selected measure from rows 8 - 21		21.5 %	

E Project Totals

Percentage from Required Measures (Section C Row 7): 18.5 %

\+ Percentage from Additional Measures (Section D Row 22): 21.5 %

Total Percentage from all Selected Measures (Sum of required and additional measures): 40 %

Trip Reduction Target (Copy from Section B): 25 %

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

F Submit Checklist

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

Questions?

Email Us
support@ccagtdm.org

Visit Our Website
ccagtdm.org

Parkline C/CAG Large Non-Residential TDM Checklist

C/CAG TDM Checklist

ccagtdm.org

Non-Residential (Office, Industrial, Institutional) Land Use: Large Project

500+ ADT; ~50,000+ sq ft

About this Form

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

Questions?
support@ccagtdm.org

A Applicant Information

Project Address: Parkline Office Component	Contact First and Last Name:
Parcel Number:	Application Date: D D M M Y Y Y Y
	Contact Phone Address:
Project Jurisdiction: City of Menlo Park	Contact Email Address:

B Trip Reduction Target

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

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

Identify your project type

◉ TOD	☐ Transit Proximate	☐ Non-Transit Proximate
Less than 1/2-mile from high quality transit service	1/2 to 3 miles from high quality transit service	More than 3 miles from high quality transit service
25% Trip Reduction Required	**35%** Trip Reduction Required	**35%** Trip Reduction Required

C Required Measures

You must select all measures that apply for your project type

Click on each measure's title for more information

	Measure	Project Types	Percentage	Yes
1	**M1 - Free/Preferential Parking for Carpools** Provide free or preferential parking, including reserved spaces or spaces near an entrance or other desirable location, to incentivize ridesharing.	ALL	1%	☑
2	**M3 - TDM Coordinator/Contact Person** Provide TDM coordinator/liaison for tenants. May be contracted through 3rd party provider, such as Commute.org.	ALL	0.5%	☑
3	**M4 - Actively Participate in Commute.org or Transportation Management Association (TMA) Equivalent** Obtain certification of registration from Commute.org or equivalent TMA incorporation documents. Select only one based on Project Type	TOD & Non-transit Proximate Transit Proximate	6.5% 16.5%	☑ ☐
4	**M5 - Carpool or Vanpool Program** Establish carpool/vanpool program for tenants and register program with Commute.org.	ALL	2%	☑
5	**M6 - Transit or Ridesharing Passes/Subsidies** Offer tenants passes or subsidies for monthly public transit or ridesharing costs incurred, equivalent to 30% of value or $50 - whichever is lower.	ALL	10%	☑
6	**M7 - Pre-Tax Transportation Benefits** Offer option for tenants to participate in a pre-tax transit program to encourage the use of sustainable transportation modes and leverage pre-tax income to pay for commute trip costs.	ALL	1%	☑
7	**M8 - Secure Bicycle Storage** Comply with CalGREEN minimum bicycle parking requirements.	ALL	1%	☑
8	**M9 - Design Streets to Encourage Bike/Ped Access** Design adjacent streets or roadways to facilitate multimodal travel.	ALL	1%	☑
9	**M25 - Showers, Lockers, and Changing Rooms for Cyclists** These amenities serve as end of trip facilities for employees arriving by bike or other active transportation forms.	ALL	2%	☑
10	**Total from Required Measures** Sum percentages from each selected measure from rows 1-9		25%	

Form Continues on Page 2 →

D Additional Recommended

Select enough to meet the trip reduction target from section B

Click on each measure's title for more information

	Measure	Project Types	Percentage	Yes
11	**M12 - Flex Time, Compressed Work Week, Telecommute** Flex time allows employees some flexibility in their daily work schedules. Compressed work week allows employees to work fewer but longer days. Telecommuting functions similarly, allowing employees to work from home rather than the office, reducing vehicle travel on the days they work remotely.	ALL	5%	☑
12	**M14 - Paid Parking at Market Rate** Offer hourly/daily parking rates proportional to monthly rate or equivalent to cost of transit fare.	ALL	25%	☐
13	**M15 - Reduced Parking** Provide off-street parking at least 10% below locally-required minimums, or else below the locally-permitted parking maximums. Consideration may be required of potential spillover parking into surrounding areas.	ALL	10%	☐
14	**M16 - Short-Term Daily Parking** Offer daily or hourly parking rates that are proportional to the monthly rate or approximately the cost of a transit fare.	ALL	2%	☐
15	**M17 - Developer TDM Fee/TDM Fund** Voluntary impact fee payment on a per unit or square footage basis, to fund the implementation of TDM programs.	ALL	4%	☐
16	**M18 - Car Share On-Site** Provide on-site car share or vehicle fleets.	ALL	1%	☑
17	**M19 - Land Dedication or Capital Improvements for Transit** Contribute space on, or adjacent to, the project site for transit improvements. Select one or more Bus Pullout Space 1% ☑ Bus Shelter 1% ☑ Visual/Electrical Improvements (i.e., Lighting, Signage) 1% ☑ Other (i.e., Micromobility Parking Zone, TNC Loading Zone) 1% ☑	ALL	4 % Total percentages selected	☑
18	**M20 - Shuttle Program/Shuttle Consortium/Fund Transit Service** Establish a shuttle service to regional transit hubs or commercial centers. Shuttle service should be provided free of charge to employees and guests.	Non-transit Proximate	10%	☐
19	**M21 - Bike/Scooter Share On-Site** Allocate space for bike/scooter share parking.	All	1%	☐
20	**M22 - Active Transportation Subsidies** Offer biking/walking incentives to tenants, such as gift card/product raffles.	All	2%	☐
21	**M23 - Gap Closure** Construct or enhance quality of biking and walking facilities to/from site to existing trails, bikeways, and/or adjacent streets.	All	7%	☑
22	**M24 - Bike Repair Station** Offer on-site bike repair space/tools in visible, secure area.	All	0.5%	☑
23	**M26 - Pedestrian Oriented Uses & Amenities on Ground Floor** Provide on-site, visible amenities to tenants and guests, such as cafes, gyms, childcare, retail.	All	3%	☑
24	**Total from Additional Measures** Sum percentages from each selected measure from rows 11 - 23		20.5 %	

E Project Totals

Percentage from Required Measures (Section C Row 10): 25 %

\+ Percentage from Additional Measures (Section D Row 24): 20.5 %

Total Percentage from all Selected Measures (Sum of required and additional measures): 45.5 %

Trip Reduction Target (Copy from Section B): 25 %

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

F Submit Checklist

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

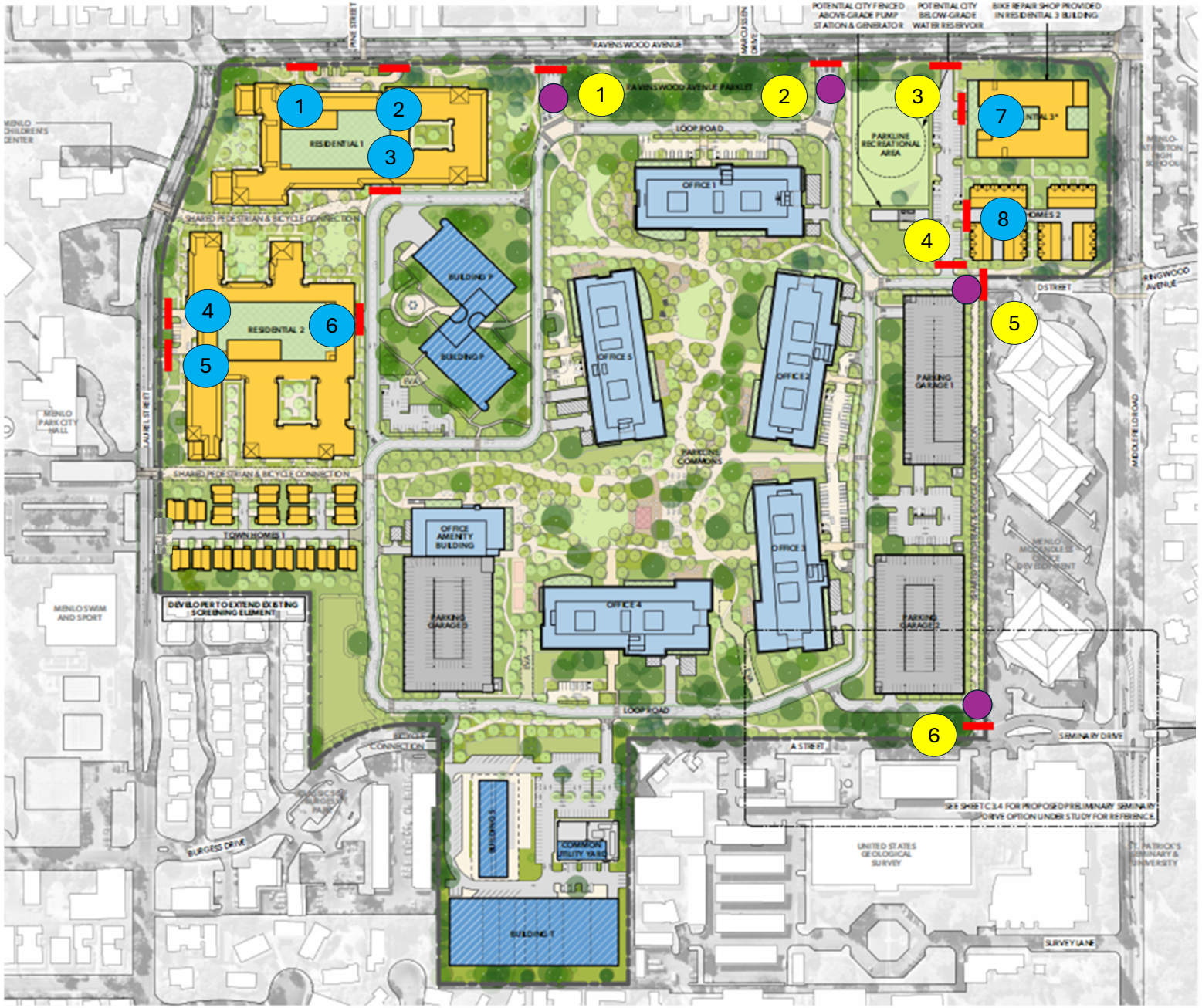
Questions?

Email Us
support@ccagtdm.org

Visit Our Website
ccagtdm.org

Appendix B
TDM Monitoring Plan Exhibits

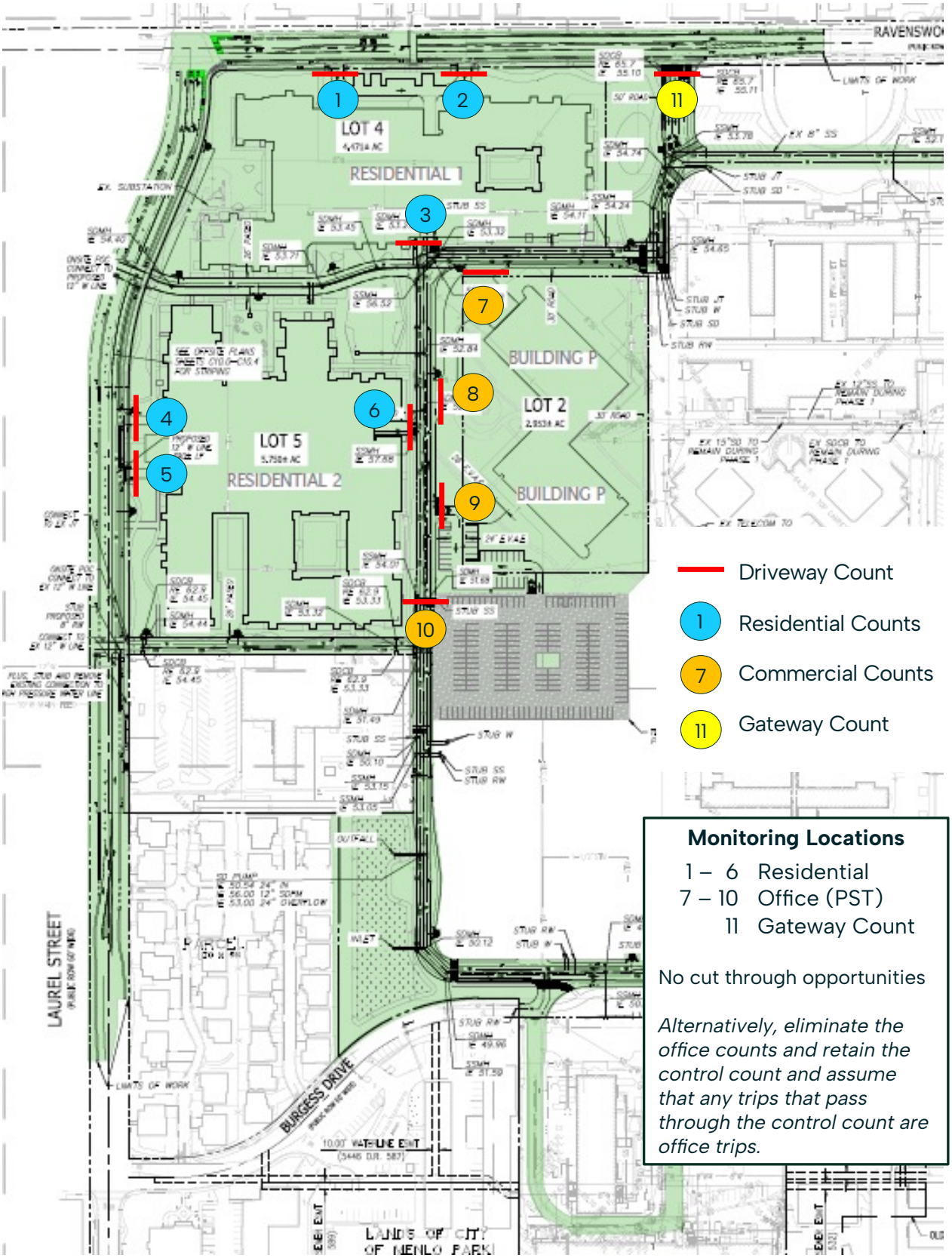
- Exhibit B Master Plan Buildout Monitoring Locations
- Exhibit B-1 Phase 1a Monitoring Locations
- Exhibit B-2 Phase 1b Monitoring Locations



Fehr & Peers

Exhibit B

Master Plan Buildout Monitoring Locations



Monitoring Locations

1 – 6	Residential
7 – 10	Office (PST)
11	Gateway Count

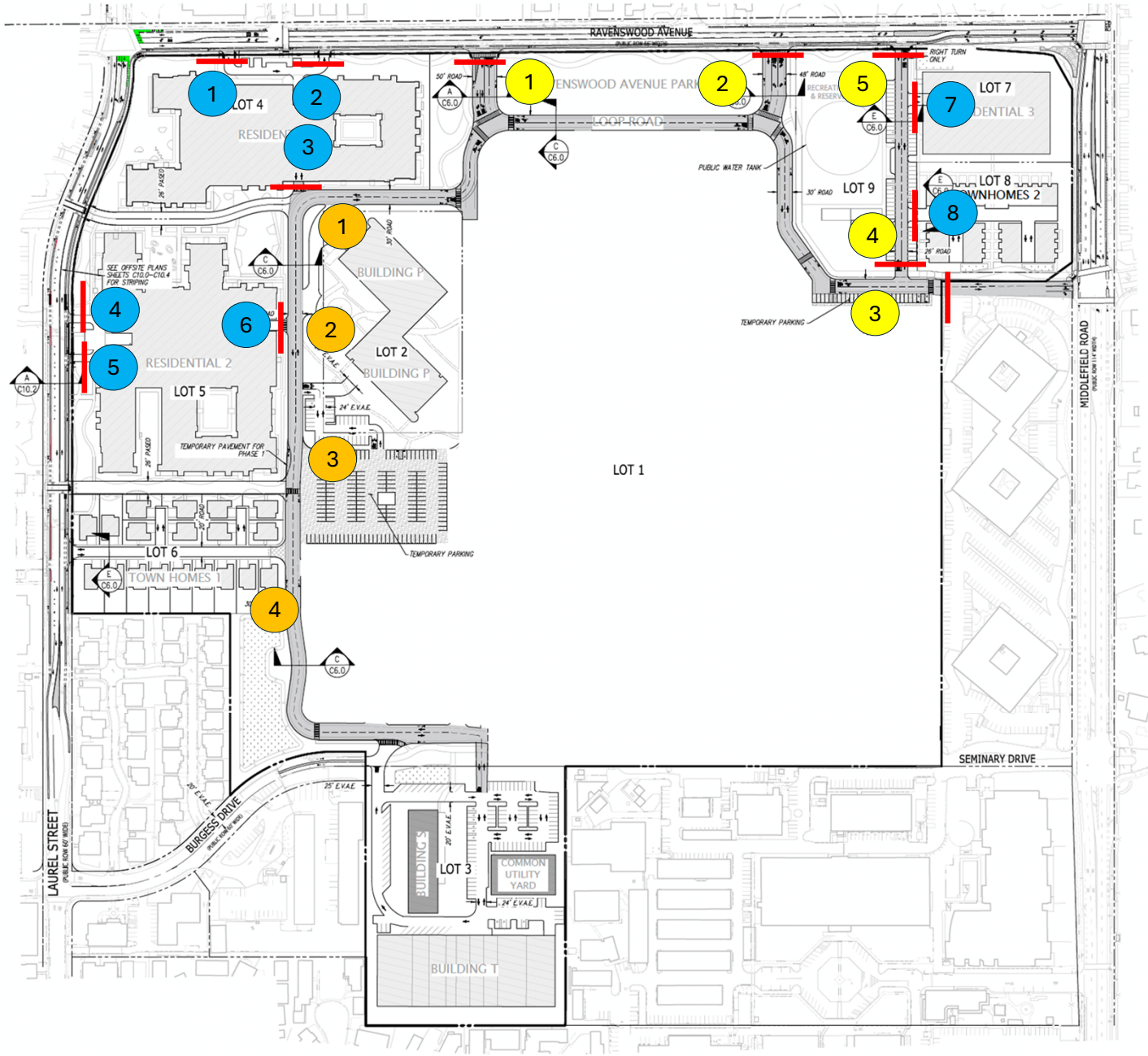
No cut through opportunities

Alternatively, eliminate the office counts and retain the control count and assume that any trips that pass through the control count are office trips.

Fehr & Peers

Exhibit B-1

Parkline Phase 1a Monitoring Locations



Driveway Count

Gateway counts

Residential count locations

P, S, & T counts *(alternatively office trips could be calculated using the gateway and residential counts)*

Monitoring Locations

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

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

Fehr & Peers

Exhibit B-2
Parkline Phase 1b Monitoring Locations

Parkline Project Proposed Transportation Demand Management (TDM) Monitoring Plan[1]

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

(a) 9,130 Daily Trips, with 6,864 Daily Trips allocated to the commercial component of the Project and 2,266 Daily Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project.

(b) 845 AM Peak Hour Trips, with 649 AM Peak Hour Trips allocated to the commercial component of the Project and 196 AM Peak Hour Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project, and

(c) 816 PM Peak Hour Trips, with 615 PM Peak Hour Trips allocated to the commercial component of the Project and 201 PM Peak Hour Trips allocated to the residential component (excluding the detached TH1 townhomes) of the Project.

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

(a) calculated internalization reduction of 4.7% for the Daily Trips, 3.1% for AM Peak Hour Trips and 3.4% for PM Peak Hour Trips for commercial and multi-family internal trips, and

(b) a reduction for implementation of TDM measures equivalent to 35% reduction in trips applied after the trip reduction for internalization.

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

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

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

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

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

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

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

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

(i) identifies the Site Monitoring Locations approved by the City for the annual monitoring event,

(ii) describes the vehicle trip monitoring protocol and methodology used by the consultant,

(iii) contains all of the vehicle trip monitoring data collected from each of the Site Monitoring Locations during the monitoring period,

(iv) provides an analysis and determination of the Daily, AM and PM peak hour vehicle trips generated by the entire Project and the residential and commercial components of the Project during the monitoring period,

(v) identifies any irregularities that occurred with any vehicle trip data collected, whether any such data was or was not included in the determination of the Daily, AM and PM peak hour vehicle trips generated by the residential and commercial components of the Project during the monitoring period, and the justification for including or excluding such data, and

(vi) provides a determination of the number of Daily, AM Peak and PM Peak hour trips generated during the monitoring period that are in excess of the Trip Thresholds Table, if any.

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

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

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

Applicability Penalty Amount

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

1 Only one tier is applicable for any given violation

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

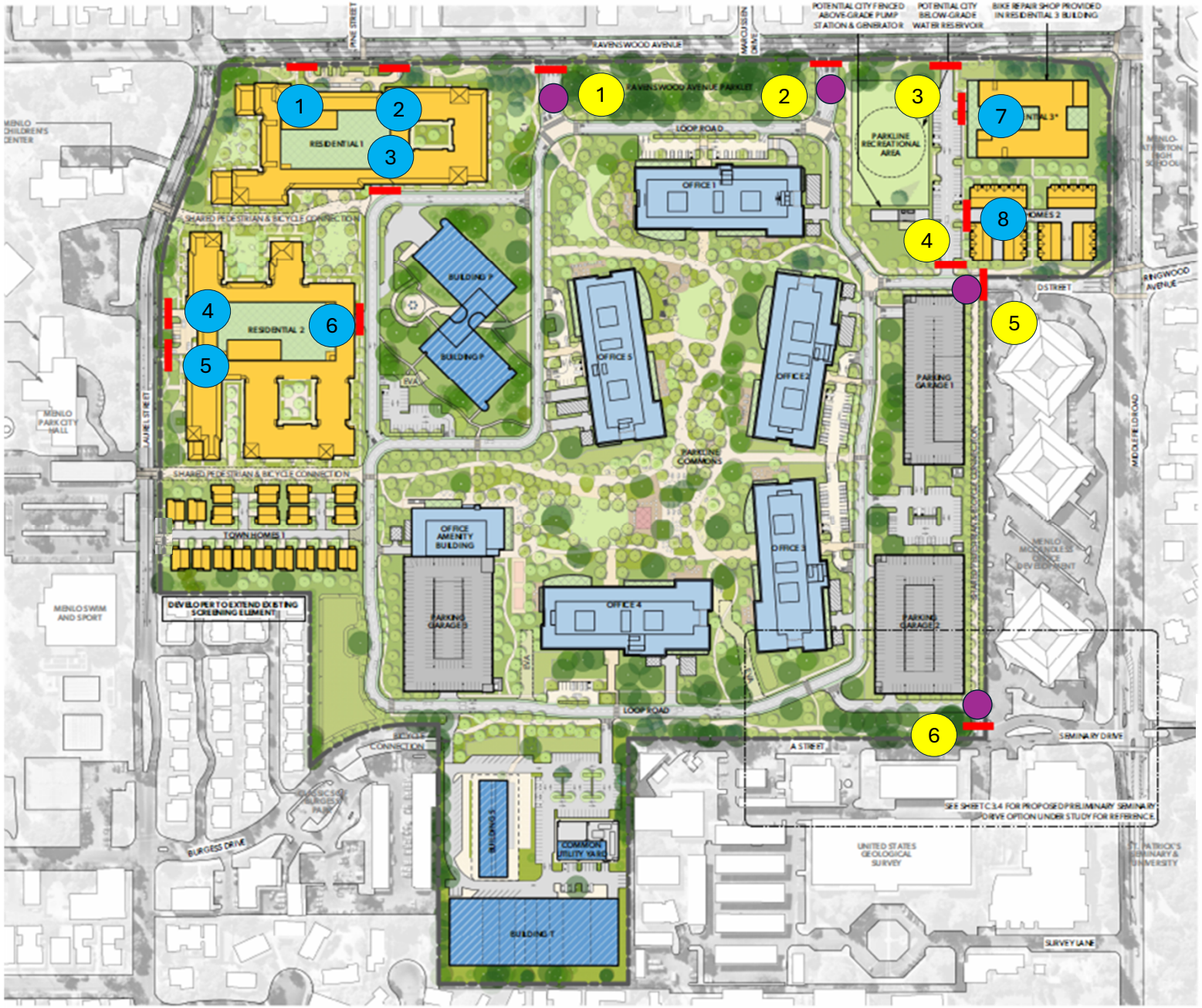
If the project pays a penalty for five consecutive years and the Project applicant and its successors and assigns have attempted multiple TDM measures to the satisfaction of the City's Transportation Division, the Trip Thresholds may be modified. The modifications would be approved by the City's Public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

Exhibit A Site Trip Thresholds Table

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

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

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



Driveway Count

4 Cut-through trip license plate monitoring

6 Gateway counts

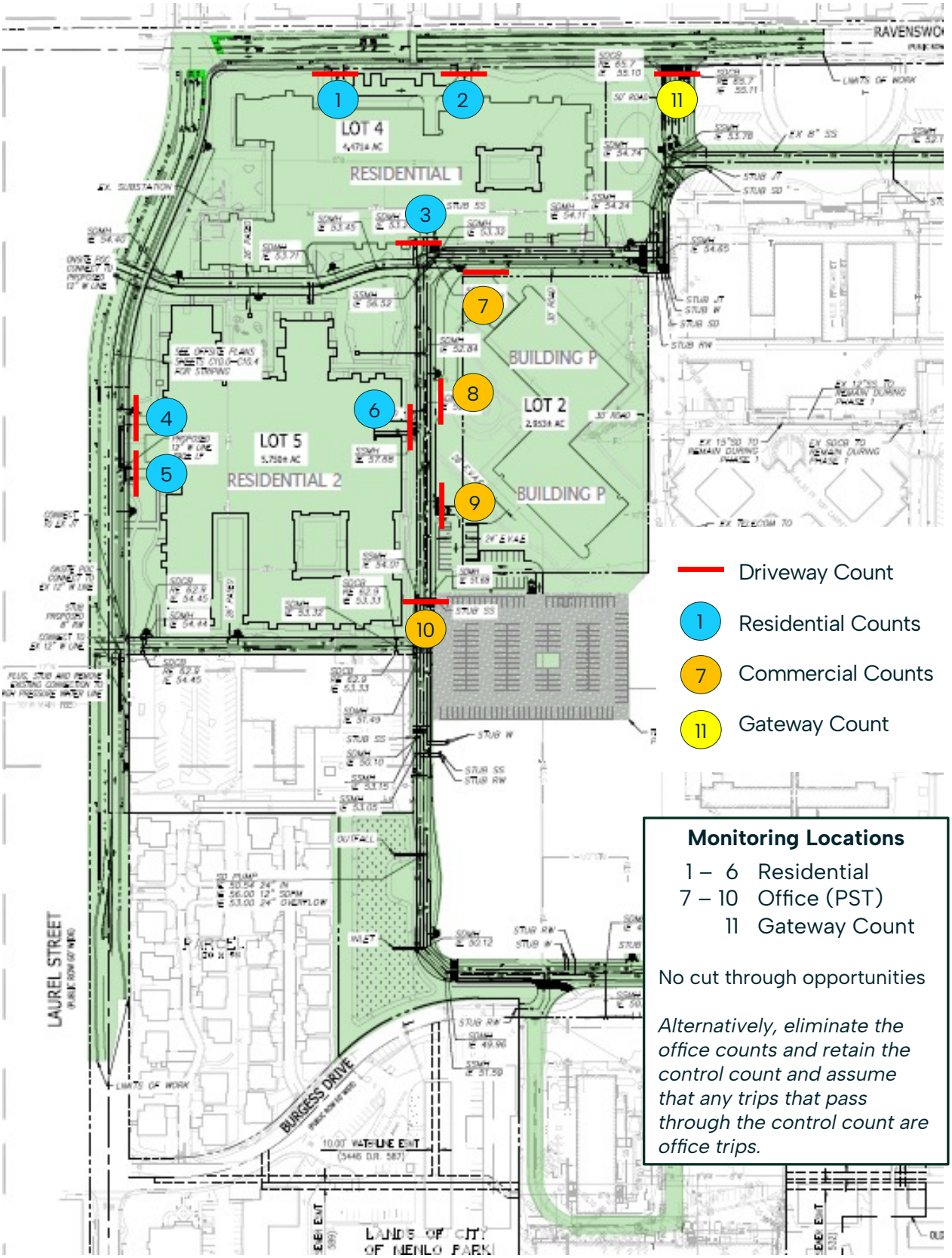
8 Residential count locations

Office trips =
gateways trips –
residential trips –
cut-through trips

Fehr & Peers

Exhibit B

Master Plan Buildout Monitoring Locations



Monitoring Locations

1 – 6	Residential
7 – 10	Office (PST)
11	Gateway Count

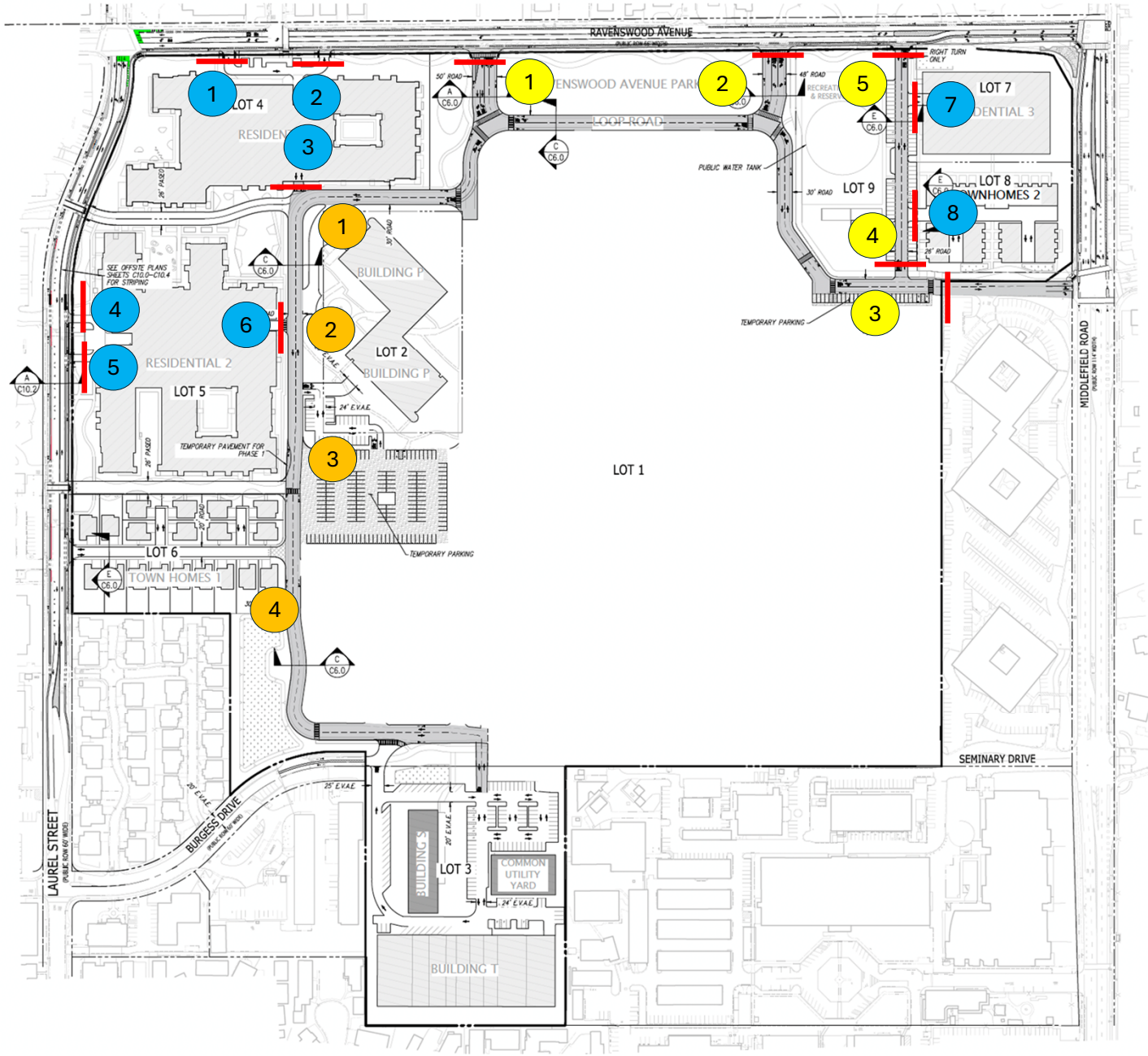
No cut through opportunities

Alternatively, eliminate the office counts and retain the control count and assume that any trips that pass through the control count are office trips.

Fehr & Peers

Exhibit B-1

Parkline Phase 1a Monitoring Locations



Driveway Count

5 Gateway counts

8 Residential count locations

4 P, S, & T counts *(alternatively office trips could be calculated using the gateway and residential counts)*

Monitoring Locations

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

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

Fehr & Peers

Exhibit B-2
Parkline Phase 1b Monitoring Locations

Mitigation Monitoring and Reporting Program

Introduction

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

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

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

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

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

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

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). If it is determined that a particular piece of equipment will not meet the requirements of this mitigation measure, that equipment shall not be used outside normal daytime construction hours (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday). The plan shall be approved by the city prior to the issuance of building permits to confirm the precise noise minimization strategies that will be implemented and document the strategies that will be employed to the extent feasible and practical. The measures to reduce noise from construction activity may include, but are not limited to, the following: • Require all construction equipment to be equipped with mufflers and sound control devices (e.g., intake silencers, ducts, engine enclosures, acoustically attenuating shields, noise shrouds) that are in good condition (i.e., at least as effective as those originally provided by the manufacturer) and appropriate for the equipment. • Maintain all construction equipment to minimize noise emissions. • Locate construction equipment as far as feasible from adjacent or nearby noise-sensitive receptors. • Stockpiling locations shall be as far as feasible from adjacent or nearby noise-sensitive receptors. • Require all stationary equipment to be located so as to maintain the greatest possible distance from nearby existing buildings, where feasible and practical.				

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• Require stationary noise sources associated with construction (e.g., generators and compressors) in proximity to noise-sensitive land uses to be muffled and/or enclosed within temporary enclosures and shielded by barriers, to the extent feasible and practical. • Install noise-reducing sound walls or fencing (e.g., temporary fencing with sound blankets) around noise-generating equipment, to the extent feasible and practical, where no perimeter wall is provided. See also Mitigation Measure NOI-1.2. • Prohibit the idling of inactive construction equipment for prolonged periods (i.e., more than 2 minutes) during early-morning hours. • Provide advance notification by mailing/delivering notices to surrounding land uses regarding the construction schedule, including the various types of activities that would be occurring throughout the duration of the construction period. • Provide the name and telephone number of an onsite construction liaison through onsite signage and the notices mailed/delivered to surrounding land uses. If construction noise is found to be intrusive to the community (i.e., if complaints are received), the construction liaison shall take reasonable efforts to investigate the source of the noise and require that reasonable measures be implemented to correct the problem. • Use electric motors rather than gasoline- or diesel-powered engines to avoid noise associated with compressed air exhaust from pneumatically powered tools, to the extent				

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
feasible and practical (as determined by the city). Where the use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust could be used; this muffler can lower noise levels from the exhaust by about 10 dB. External jackets on the tools themselves could be used, which could achieve a reduction of 5 dB. • Limit the use of public address systems. • Limit construction traffic to the haul routes established by the city. The Project Sponsor and/or the contractor(s) shall obtain a permit to complete work outside the normal daytime construction hours outlined in the Menlo Park Municipal Code (i.e., 8:00 a.m. to 6:00 p.m. Monday through Friday); this may be incorporated into the conditional development permit for the Project Variant. Furthermore, the plan shall require verification that construction activities will be conducted at adequate distances or otherwise shielded with sound barriers, as determined through analysis, from noise-sensitive receptors when occurring outside normal daytime construction hours; compliance with the Menlo Park Municipal Code will be verified through measurement.				
Mitigation Measure NOI-1.2 Install Sound Barrier. Prior to issuance of the first construction permit, a permanent or temporary noise barrier shall be erected along the property line immediately south of the townhomes. The temporary barrier shall not be removed until the barrier is no longer needed to reduce noise from construction activities and comply with the thresholds identified in this EIR. The barrier shall start at Laurel Street, then continue perpendicularly to Laurel Street along the property	Install noise barriers along the property line immediately south of the townhomes	Prior to issuance of construction permit and ongoing during construction	Project Sponsor/ construction contractor(s) and sub-contractor(s)	CDD

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

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: Cumulative Construction Noise. Cumulative development would result in a significant environmental impact related to construction noise; the Project Variant would be a cumulatively considerable contributor to a significant environmental impact. (Impact C-NOI-1)				
Implement Mitigation Measure NOI-1.1 and Mitigation Measure NOI-1.2, above.	See above	See above	See above	See above
Cultural and Tribal Resources				
IMPACT BEING ADDRESSED: Historical Resources. The Project Variant would cause a substantial adverse change in the significance of historical resources, pursuant to Section 15064.5. (Impact CR-1)				
Mitigation Measure CR-1.1: Documentation. Prior to issuance of any demolition, grading, or construction permits for the site, the Project Sponsor shall undertake documentation of all contributing buildings and landscape elements of the SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). The documentation shall be funded by the Project Sponsor and undertaken by a qualified professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture (Code of Federal Regulations, Title 36, Part 61, Appendix A). Documentation shall be submitted to the Menlo Park Planning Division, or a qualified historic consultant, for review prior to issuance of demolition permits. The documentation package created shall consist of the items listed below: • CR-1.1.a: Digital Photography • CR-1.1.b: Historical Report • CR-1.1.c: Site Plan and Drawings The documentation materials shall be submitted to the Northwest Information Center at Sonoma State University, the repository for the California Historical Resources Information System. The documentation shall also be offered to state,	Prepare and provide documentation of all contributing buildings and landscape elements of the SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E)	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/ project's qualified professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
regional, and local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, San Mateo County History Museum, Computer History Museum, and SRI International. Materials will be provided in archival digital and/or hard-copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research.				
CR-1.1.a: Digital Photography. Digital photographs shall be taken of <u>all</u> contributing buildings and landscape elements. Photographs will capture the overall character and setting of the eligible SRI International Campus Historic District and the three individually eligible historic resources (Buildings 100, A, and E). All digital photography shall be conducted according to current National Park Service standards, as specified in the National Register Photo Policy Factsheet.[75] The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required. Photograph views for the data set shall include: • At least one photograph of each contributing building, which may be the primary façade or an oblique view showing the primary façade and a secondary façade; • Photographs of all façades of the three individually eligible buildings (Buildings 100, A, and E); • Detail views of character-defining features of the three individually eligible buildings (Buildings 100, A, and E);	Take digital photographs of all contributing buildings and landscape elements.	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/ qualified professional with demonstrated experience in documentation photography	CDD/qualified historic consultant

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• Representative interior views of the three individually eligible buildings (Buildings 100, A, and E); and • Contextual views of the site and each contributing landscape element. All photographs shall be referenced on a photographic key map or site plan. The photographic key shall show the photograph number, with an arrow to indicate the direction of the view. Digital photographs shall be in an uncompressed RAW file format and saved as TIFF files. Each image shall be a minimum of 1,600 by 1,200 pixels, at 300 pixels per inch or larger, and in color. The file name for each electronic image shall correspond with the name in the index of photographs and on the photograph label. If repositories request hard copies, the photographs shall be printed on archival paper. Drone photographs of the site shall be taken and saved in a digital file format on an archival DVD, then submitted to the repositories with the photographic documentation. The use of digital photography and drone photography is encouraged in CR-1.2: Interpretive Program.				
CR-1.1.b: Historical Report. A written historical narrative and report that meets Historic American Buildings Survey (HABS) historical report guidelines shall be produced for the three individually eligible buildings. This HABS-style historical report may be based on documentation provided in the 2022 historic resource evaluation for the site and include historic photographs and drawings, if available. The HABS-style historical report shall follow an outline format, with a statement of significance and a	Prepare a written historical narrative and report for the three individually eligible buildings.	Prior to issuance of any demolition, grading, or construction permits for the site	Project Sponsor/ professional who meets the Secretary of the Interior's professional qualification standards for history, architectural history, or architecture	CDD/qualified historic consultant

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

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

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure CR-1.3: Relocation of SRI Monument The Project Sponsor, in consultation with a qualified historian or architectural historian who meets or exceeds the Secretary of the Interior's qualifications standards, and a professional conservator shall develop and implement a relocation plan for the SRI International Monument. The receiver site shall retain the relationship between the SRI Monument and the campus setting, the landscape materials, and the immediate setting to the extent feasible. Altering the setting and placing the SRI International Monument along a prominent walkway axis is not recommended as it may negatively impact the historic character of the setting. The SRI International Monument relocation plan shall include: 1) Identification of a receiver site on the Project Site. i. Description of how the receiver site reflects the historic setting of the SRI International Monument south of Building I, on the brick median in the visitor parking lot west of Building A. ii. Specifications for the removal of the SRI International Monument from its current location, transport to the receiver site, and identification of possible secure, environmentally controlled storage location during construction of the Project Variant. The specifications shall include protective measures to ensure the monument is not damaged during removal, transport, storage, and re-installation. The specifications shall include a timeline for removal and storage that will occur following the Historic	Develop and implement a relocation plan for the SRI International Monument	The SRI Monument relocation plan shall be prepared prior to the issuance of any permits for demolition, grading, or construction. The relocation plan shall be fully implemented and/or the SRI Monument shall be installed concurrent to the completion of common public open spaces and/or pathways along Ravenswood Avenue but not later than issuance of the final certificate of occupancy	Project Sponsor/ qualified historian or architectural historian who meets or exceeds the Secretary of the Interior's qualifications standards/professional conservator	CDD (Menlo Park Planning Division)

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Historical Resources Information System. The documentation shall also be offered to local repositories, including the Menlo Park Public Library, Menlo Park Historical Association, and San Mateo County History Museum. Materials shall either be provided in archival digital and/or hard copy formats, depending on the capacity and preference of the repository. This measure would create a collection of reference materials that would be available to the public and inform future research. Although the documentation would use some of the guidelines and specifications developed for the Historic American Buildings Survey (HABS), the documentation package would not need to be delivered as HABS documentation to the Library of Congress. (a) Digital Photography. Digital photographs shall be taken of the Chapel at 201 Ravenswood Avenue. All digital photography shall be conducted according to current National Park Service (NPS) standards, as specified in the National Register Photo Policy Factsheet (updated May 2013). The photography shall be undertaken by a qualified professional with demonstrated experience in documentation photography. Large-format negatives are not required. Photograph for the data set shall include: • Photographs of all façades • Detailed views of character-defining features • Representative interior views of the nave and narthex • Contextual views of the site, including the courtyards at the corners of the cross plan for the Chapel. Contextual views may include the				

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

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

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

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

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

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

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

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

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
habitat cannot be placed on the site, it shall be installed no more than 100 feet from the site (or as close to the site as feasible). The exact placement of replacement habitat shall be determined in consultation with the qualified bat biologist.				
IMPACT BEING ADDRESSED: Wildlife Movement and Native Wildlife Nursery Sites. The Project Variant could interfere substantially with the movement of any native resident or migratory fish or wildlife species, or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. (Impact BIO-2)				
Mitigation Measure BIO-2.1: Avoidance and Pre-construction Surveys for Nesting Migratory Birds. The Project Sponsor shall implement the following measures to avoid and minimize construction-period impacts on nesting birds: • **Avoidance of the Nesting Season.** To the extent feasible, the commencement of demolition and construction activities shall be scheduled to avoid the nesting season. If demolition and construction activities are scheduled to take place outside the nesting season, all potential demolition/construction impacts on nesting birds protected under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code will be avoided. The nesting season for most birds in San Mateo County extends from February 1 through August 31. • **Pre-Activity/Pre-Disturbance Nesting Bird Surveys.** If it is not possible to schedule demolition and construction activities between September 1 and January 31, then pre-activity surveys for nesting birds shall be conducted by a qualified ornithologist to ensure that no nests will be disturbed during implementation of the Proposed Project. Surveys shall be conducted no more than 7 days prior to the initiation of demolition or construction activities for each	Implement avoidance measures and conduct pre-construction surveys for nesting migratory birds and	Ongoing during construction. If it is not possible to schedule demolition and construction activities between September 1 and January 31, then pre-activity surveys for nesting birds shall be conducted; surveys shall be conducted no more than 7 days prior to the initiation of demolition or construction activities for each construction phase	Project Sponsor/ construction contractor(s) and sub-contractor(s)/ qualified ornithologist	CDD

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
construction phase. During the surveys, the ornithologist shall inspect all trees and other potential nesting habitats (e.g., trees, shrubs, buildings) in and immediately adjacent to the impact areas for migratory bird nests. • **Non-Disturbance Buffers Around Active Nests.** If an active nest is found close enough to work areas to be disturbed by demolition or construction activities, a construction-free buffer zone (typically 300 feet for raptors and 100 feet for other species) will be established around the nest to ensure that no nests of species protected by the MBTA and California Fish and Game Code are disturbed during implementation of the Proposed Project. The ornithologist shall determine the extent of the buffer. • **Nesting Deterrence.** If construction activities will not be initiated until after the start of the nesting season, all potential nesting substrates (e.g., bushes, trees, grasses, other vegetation) that are scheduled to be removed by the Proposed Project may be removed prior to the start of the nesting season (e.g., prior to February 1). This will preclude the initiation of nests in this vegetation and prevent any potential delay for the Proposed Project because of the presence of active nests in these substrates.				
IMPACT BEING ADDRESSED: Cumulative Biological Resources Impacts. Cumulative development could result in a significant environmental impact on biological resources; the Project Variant would not be a cumulatively considerable contributor to any significant environmental impact. (Impact C-BIO-1)				
Implement Mitigation Measure BIO-1.1 through Mitigation Measure 1.5, and Mitigation Measure BIO-2.1, above.	See above	See above	See above	See above

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

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

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

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

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure HAZ-2.3: Conduct a Hazardous Building Materials Survey. Prior to the issuance of any demolition permit, the Project Sponsor shall conduct a Hazardous Building Materials Survey in accordance with DTSC's Preliminary Endangerment Assessment (PEA) Guidance Manual. The survey shall be performed by a licensed contractor at structures that are scheduled to be demolished but have not been surveyed previously (i.e., as part of the 2021 Limited Hazardous Materials Survey). The Hazardous Building Materials Survey shall identify the presence of hazardous building materials, including asbestos-containing materials (ACMs), lead-based paint (LBP), and polychlorinated biphenyls (PCBs). Should this survey determine that hazardous building materials are present, the following actions shall be implemented by the Project Sponsor: • A health and safety plan shall be developed by a certified industrial hygienist for potential LBP, asbestos, or other hazardous building material risks present during demolition. The health and safety plan shall then be implemented by a licensed contractor. The health and safety plan shall comply with federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA) requirements. • Necessary approvals shall be acquired from the city of Menlo Park and/or county (by the licensed contractor) for specifications or commencement of abatement activities. Abatement activities shall be conducted by a licensed contractor.	Conduct a Hazardous Building Materials Survey and implement actions should the survey determine that hazardous building materials are present	Prior to the issuance of any demolition permit	Project Sponsor/ licensed contractor	CDD *If hazardous building materials are present:* CDD/County of San Mateo/ BAAQMD notification

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
• The Bay Area Air Quality Management District (BAAQMD) shall be notified 10 days prior to initiating demolition at structures that contain asbestos. Section 19827.5 of the California Health and Safety Code requires local agencies not to issue demolition or alteration permits until an applicant has demonstrated compliance with the notification requirements under applicable federal regulations regarding hazardous air pollutants, including asbestos. In addition: o Asbestos shall be disposed of at a licensed disposal facility, to be identified by the licensed contractor. o The local office of Cal/OSHA shall be notified of asbestos abatement activities. o Asbestos abatement contractors shall follow state regulations contained in 8 CCR 1529 and 8 CCR 341.6 through 341.14 where asbestos-related work would involve 100 square feet or more of ACM. o Asbestos removal contractors shall be certified as such by the Contractors Licensing Board of the State of California. The owner of the property where abatement is to occur shall have a hazardous waste generator number assigned by and registered with the California Department of Health Services in Sacramento. o The contractor and hauler of hazardous building materials shall file a hazardous waste manifest, with details about hauling the material from the site and disposing of it. Pursuant to California law, the city of				

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

PARKLINE MITIGATION MONITORING AND REPORTING PROGRAM				
Mitigation Measures	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
or the prevailing applicable requirements at the time the Project is implemented). The performance of the installed vapor mitigation systems shall be confirmed by appropriate quality assurance/quality control inspection and test methods, as certified by the design engineer, and the certification shall be provided to the appropriate regulatory agency providing oversight and city of Menlo Park as needed. Specific engineering controls may include, but shall not be limited to: • Installation of subsurface migration barriers; and/or • Inclusion of ventilated foundations for any proposed structures; and/or • The use and implementation of an alternative method or structural design to address soil gas releases and reduce the potential for hazardous conditions to occur. Appropriate engineering control systems shall be determined with concurrence, approval, and oversight from the appropriate regulatory agency providing oversight and shall be dependent on building placement and construction.				
IMPACT BEING ADDRESSED: Exposure to Schools. The Project Variant could emit hazardous emissions or involve handling hazardous or acutely hazardous materials, substances, or waste within 0.25 mile of an existing or proposed school. (Impact HAZ-3)				
Implement Mitigation Measure HAZ-2.1, Mitigation Measure HAZ-2.2, and Mitigation Measure HAZ-2.3, above.	See above	See above	See above	See above
IMPACT BEING ADDRESSED: Cortese List. The Project Variant would be located on a site included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, could create a significant hazard for the public or the environment. (Impact HAZ-4)				
Implement Mitigation Measure HAZ-2.1 and Mitigation Measure HAZ-2.2, above.	See above	See above	See above	See above

Preliminary Arborist Report

Stanford Research Institute
Menlo Park, CA

PREPARED FOR:
Lane Partners
644 Menlo Avenue 2nd Floor
Menlo Park, CA 94025

PREPARED BY:
HortScience | Bartlett Consulting
2250 Ninth St. Suite 112
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August 2025 REV

Preliminary Arborist Report

Stanford Research Institute
Menlo Park, CA

Table of Contents

	Page
Introduction	1
Assessment Methods	1
Description of Trees	1
Suitability for Preservation	11
Heritage Trees in Menlo Park and City Requirements	12
Estimate of Value	13
Preliminary Evaluation of Impacts	14
Preliminary Tree Preservation Guidelines	15

List of Figures and Tables

Table 1. Species present and tree condition.	3
Table 2. Trees removed after the 2021 assessment.	6
Table 2. Suitability for preservation	13

Exhibits

Tree Assessment Form

Tree Disposition separated as requested by City

Preliminary Arborist Report

Stanford Research Institute
Menlo Park, CA

Introduction and Overview

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

This report provides the following information:

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

Tree Assessment Methods

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

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

Description of Trees

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

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

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

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

Seven trees that were too small to be considered *Heritage* in 2021 were large enough in 2024 to meet the criteria for *Heritage* status: coast live oaks #954, 964, 965, 980, 1106, 1128 and 1232. White birch #1367 was measured as 17 inches in 2021 was re-measured at 14 inches in 2024. For this reason, it is now considered a *non- Heritage* tree.

The way *Heritage* trees were calculated changed to reflect calculated trunk area. Thirty-three (33) additional trees qualify as heritage a total of 600 trees qualify as *Heritage*.

Overall, tree condition did not change in any appreciable way between 2021 and 2024. In 2021 there were 114 trees in excellent condition: in 2024, 112. The difference being due to the removal of 2 trees in excellent condition (see Table 2). In 2021 there were 451 trees in good condition. In 2024 there were 449 which includes six removed trees and four new trees. Coast redwood #827, 8 in. diameter, was in good condition in 2021 but poor in 2024.

Both the 2021 and 2024 assessments included 29 trees located on the 201 Ravenswood property.

Notable tree groups
The Project site is an approximately 64-acre site with a mix of old and new buildings and a highly diverse tree resource. Due to the size of the site and number of trees involved, this discussion focuses on notable groups of trees, notable individual specimens, and the top-performing species.

A grove of oak trees was assessed in the northwest corner of the site (Area 1) and included 68 trees (#1-26 and 85-127). The grove was primarily coast live oak but included valley oaks, tree of heaven, Raywood ash and deodar cedar. Most of the trees in the grove were semi-mature, with trunk diameters below 18 inches. However, there were also several mature specimens, including trees #17, 26, 87, 95, 97-99, 102-105, 108, 112, 113, 116, 117, 119-121 and 123-126 (Photos 1 and 2). Several of these trees are described in greater detail in the **Specimen Trees** section.

As is often the case when trees grow in close proximity to one another, competition constrains development of full crown and also may affect tree condition. While individual trees may be in variable condition, taken as a whole, the grove is an impressive group of trees that creates a unique experience and offers a significant visual and ecological resource not often found in a developed setting. The majority of the trees in this grove will be preserved.

Table 1. Species present and tree condition. Stanford Research Institute. Menlo Park CA

Common name	Scientific name	Condition					All	Heritage
		Dead (0)	Poor (1)	Poor (2)	Fair (3)	Good (4)	Excell. (5)		
African fern pine	*Afrocarpus falcatus*				8	14		22	16
Aleppo pine	*Pinus halepensis*					1		1	1
American elm	*Ulmus americana*			1	1			2	2
Australian brush cherry	*Syzygium paniculatum*				1			1	
Australian frangipani	*Hymenosporum flavum*		1		3			4	
Blackwood acacia	*Acacia melanoxylon*		1	1	11			13	8
Blue Atlas cedar	*Cedrus atlantica* 'Glauca'					1		1	1
Blue oak	*Quercus douglasii*						2	2	
Bottle tree	*Brachychiton populneus*			1	1	1		3	2
Bottlebrush	*Callistemon citrinus*			5	21	6		32	10
Bronze loquat	*Eriobotrya deflexa*				1			1	
Calif. bay	*Umbellularia californica*			1	12	1		14	6
Calif. black walnut	*Juglans hindsii*			1	1			2	2
Calif. incense cedar	*Calocedrus decurrens*				1			1	
Calif. pepper	*Schinus molle*				2	2		4	4
Callery pear	*Pyrus calleryana* cv.			3	15	2		20	
Camphor	*Cinnamomum camphora*				6	1		7	6
Canary Island palm	*Phoenix canariensis*						4	4	4
Canary island pine	*Pinus canariensis*			1	5	10		16	15
Carob	*Ceratonia siliqua*				3			3	3
Catalpa	*Catalpa bignonoides*					1		1	
Chinese elm	*Ulmus parvifolia*				4	10	1	15	7
Chinese pistache	*Pistacia chinensis*				5	12	15	32	
Citrus	*Citrus* sp.				1	1		2	
Coast live oak	*Quercus agrifolia*		1	14	160	95	18	288	223
Coast redwood	*Sequoia sempervirens*		1	6	73	50	12	142	110
Cork oak	*Quercus suber*				2			2	
Crab apple	*Malus* cv.				3	5	2	10	
Crape myrtle	*Lagerstroemia indica*				4	21	5	30	
Deodar cedar	*Cedrus deodara*				4	4	3	11	8
Dogwood	*Cornus florida*					1		1	
Dracaena palm	*Cordyline stricta*					1		1	1
Elderberry	*Sambucus* sp.					1		1	
English walnut	*Juglans regia*				1			1	1
Eucalyptus	*Eucalyptus* sp.		1			3		4	3

Common name	Scientific name	Condition					All	Heritage
		Dead (0)	Poor (1)	Poor (2)	Fair (3)	Good (4)	Excell. (5)		
Evergreen ash	*Fraxinus uhdei*				1	1		2	2
Evergreen pear	*Pyrus kawakamii*			3	10	3		16	
Fig	*Ficus carica*						1	1	1
Flaxleaf paperbark	*Melaleuca linariifolia*				2			2	1
Flowering cherry	*Prunus serrulata*		1		1			2	1
Fremont cottonwood	*Populus fremontii*					1		1	1
Ginkgo	*Ginkgo biloba*		1	1	15	11	5	33	5
Glossy privet	*Ligustrum lucidum*		1	6	23	1		31	6
Golden rain	*Koelreuteria paniculata*			3	1	1		5	2
Golden yellow trumpet tree	*Tabebuia chrysotricha*					1		1	
Griselinia	*Griselinia littoralis*			1				1	
Holly oak	*Quercus ilex*		1	1		2		4	2
Hollyleaf cherry	*Prunus ilicifolia*			1				1	
Hollywood juniper	*Juniperus chinensis* 'Kaizuka'				2		1	3	1
Hopseed bush	*Dodonaea viscosa*				2			2	
Italian alder	*Alnus cordata*				1			1	
Italian buckthorn	*Rhamnus alaternus*			1	2			3	
Italian cypress	*Cupressus sempervirens*						1	1	1
Japanese maple	*Acer palmatum*				7	21	3	31	
Karo	*Pittosporum crassifolium*			1	5	1	2	9	
Key lime	*Citrus hystrix* × *C. medica*					1		1	
Lemon-scented gum	*Eucalyptus citriodora*				1			1	1
London plane	*Platanus* x *hispanica*			3	34	32	2	71	10
Loquat	*Eriobotrya japonica*					1		1	
Manna gum	*Eucalyptus viminalis*				1	3		4	4
Mayten	*Maytenus boaria*				2			2	
Mexican fan palm	*Washingtonia robusta*						4	4	4
Mock orange	*Murraya paniculata*			1	1			2	
Modesto ash	*Fraxinus velutina* 'Modesto'			1	5			6	6
Monterey pine	*Pinus radiata*			2	1	2		5	5
Mulberry	*Morus* sp.					1		1	
Oleander	*Nerium oleander*					1		1	
Olive	*Olea europaea*				7	7		14	10
Pecan	*Carya illinoinensis*					1		1	1
Persimmon	*Diospyros kaki*					1		1	1

Common name	Scientific name	Condition						All	Heritage
		Dead (0)	Poor (1)	Poor (2)	Fair (3)	Good (4)	Excell. (5)		
Photinia	*Photinia fraseri*				1			1	
Plum	*Prunus domestica*				1			1	
Pomelo	*Citrus maxima*				1		1	2	
Portuguese laurel	*Prunus lusitanica*			1	1			2	
Purple redbud	*Cercis* 'Forest Pansy'					1	1	2	
Purpleleaf plum	*Prunus cerasifera*					3		3	
Raywood ash	*Fraxinus angustifolia* 'Raywood'		2	2	2	4		10	5
Red ironbark	*Eucalyptus sideroxylon*				3	1		4	3
Red maple	*Acer rubrum*				1	7	4	12	
Red oak	*Quercus rubra*	1			6	9	4	20	2
Redbud	*Cercis* sp.				4	2		6	
River she-oak	*Allocasuarina cunninghamiana*					1		1	1
Saucer magnolia	*Magnolia* x *soulangiana*			1	7	3		11	
Silk tree	*Albizia julibrissin*				1	2		3	2
Silver dollar gum	*Eucalyptus polyanthemos*				2	2		4	4
Smoke tree	*Cotinus coggygria*					2		2	
Southern magnolia	*Magnolia grandiflora*			1	14	9		24	6
Strawberry tree	*Arbutus unedo*				9	2		11	1
Sweetgum	*Liquidambar styraciflua*				19	5		24	17
Toyon	*Heteromeles arbutifolia*				1			1	
Tree of heaven	*Ailanthus altissima*			3	7	3		13	12
Trident maple	*Acer buergeranum*			1	1	1		3	
Tuliptree	*Liriodendron tulipifera*				1	2		3	
Valley oak	*Quercus lobata*			4	15	16	4	39	29
Victorian box	*Pittosporum undulatum*	1	1	4	59	2		67	
Water gum	*Tristaniopsis laurina*				12	14	4	30	
Western sycamore	*Platanus racemosa*					1		1	1
White birch	*Betula* sp.			7	10	10		27	1
Willowleaf peppermint	*Eucalyptus nicholii*				4	5		9	9
Windmill palm	*Trachycarpus fortunei*			1		2	13	16	
Xylosma	*Xylosma congestum*		1	2	23	1		27	8
Yew	*Taxus baccata* cv.				2	2		4	1
Total		**2**	**13**	**86**	**680**	**449**	**112**	**1342**	**600**

Table 2. Trees removed after the 2021 assessment and before the 2024 assessment. Stanford Research Institute. Menlo Park CA.

Tag No.	Common name	Trunk Diameter (in.)	Condition 0=dead 5=excell.	Heritage Tree?
83	Italian buckthorn	9,6,5,5,4	3	No
106	Tree of heaven	11	2	No
128	Deodar cedar	16	4	Yes
143	Tree of heaven	42,29	1	Yes
157	Loquat	9	3	No
173	Valley oak	38	3	Yes
188	Crab apple	3	3	No
207	Red bud	8	2	No
380	Coast redwood	30	2	Yes
414	Deodar cedar	11	4	No
512	Italian stone pine	6	5	No
688	Callery pear	5	3	No
747	Citrus	4,3,2,1	3	No
769	Monterey pine	30	2	Yes
777	Japanese maple	3,2,1,1,1	4	No
805	Red oak	2	2	No
817	Monterey pine	25	2	Yes
821	Red maple	2	3	No
822	Red maple	2	2	No
840	Coast redwood	23	1	Yes
935	White birch	7	2	No
936	White birch	4	2	No
937	White birch	4	3	No
946	Italian alder	8	2	No
947	Italian alder	9	1	No
1026	Italian buckthorn	5	2	No
1030	Coast redwood	16	2	Yes
1098	Coast live oak	8	1	No
1262	Mayten	8	2	No
1297	Chinese elm	12	4	No
1303	Red maple	2	2	No
1309	Red maple	5	5	No
1320	Victorian box	7,5	3	No
1352	Deodar cedar	22	3	Yes
1361	White birch	8	2	No
1372	Bottle brush	10	3	No

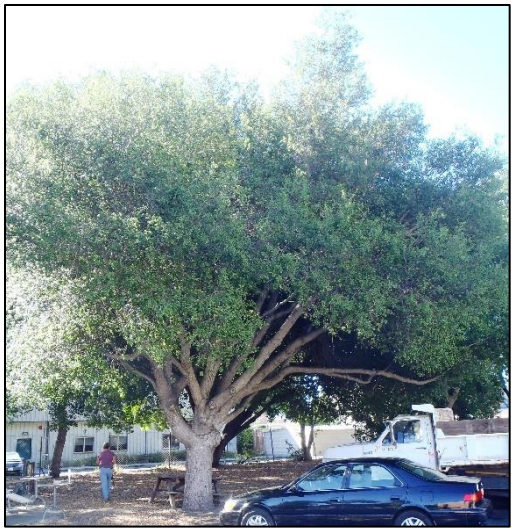




Photo 1 (L): Looking south at coast live oak #15. The tree was mature, with a 23" diameter trunk and was in good condition.

Photo 2 (R): Looking south at valley oak #26. This tree was in excellent condition, with a slight lean to the northeast.

A second oak grove was present along Ravenswood Blvd. (Area 4a). Although dominated by coast live oak (108 trees), there was a greater diversity of species as compared to the Area 1 oak grove, including coast redwood (89 trees), xylosma (27 trees), blackwood acacia (12 trees and valley oak (9 trees). Space between trees was closer resulting in greater competition. As a result, smaller-diameter trees tended to lean and bow away from their neighbors. As a result, average tree condition in this grove tended to be lower than in the Area 1 oak grove.

A group of 39 London planes was growing west of building I (Area 2), with #343 - 354, 369, 370, 522 and 523 in the parking lot and #355 - 373 and #516 - 521 planted in three rows in the landscape in front of the building (Photo 3). A second group of 16 London planes was growing in a sunken courtyard on the interior of building I (#479 - 494). These were primarily young to semi-mature trees in fair to good condition. Exceptions included trees #343, 344 and 488, all of which were young (6" to 7" in diameter) and in poor condition. As a group, they created a shady, green landscape feature for the building and courtyard.



Photo 3: Looking north at London planes #360 - 368. The trees were generally semi-mature in development and in fair and good condition.





Photo 4 (above left). Looking west at coast redwood #453, a 50" diameter tree growing at the intersection of Areas 2 and 4a and immediately adjacent to building A. The tree was mature and in good condition, representative of many redwoods in Areas 2 and 4a.

Photo 5 (above right): Looking west at coast redwoods #340 - 342 (L to R) which were semi-mature in development, 21 or 22" in diameter, and growing in a medium-sized planter on the east side of Building A.

Coast redwoods, especially those flanking building A (Area 2) and along Ravenswood Blvd. (Area 4a), created a dramatic visual impression, providing important screening and environmental benefits, and cloaking the site in green.

Of the 142 coast redwoods assessed, 90 were present in Area 4a and 26 in Area 2. The remaining coast redwoods were in small clusters throughout the campus. Coast redwoods were generally semi-mature to mature, with trunk diameters from 2" to 54". Area 4 had 42 mature coast redwoods (trunk diameter above 24") and Area 2 had 14, with the largest coast redwoods located Adjacent to Bldg. A, the Bldg. A parking lot, and along Ravenswood Blvd. (Photos 4 and 5).

Among the 39 valley oaks, 12 trees were present in the Ravenswood oak grove and 11 among the Area 1 oak grove. Trees in the groves tended to be semi-mature (trunk diameters from 6" to 19") and in fair condition. Valley oaks growing outside the groves were generally over-mature, with some of the largest trunk diameters on-site (from 35" to 50"). Condition of the open-grown, over-mature valley oaks was variable. Some trees were in good condition, some were poor, and the majority were fair. Trees tended to have structural defects typical of this species and trees of this age.

Although deodar cedar represented a small number of trees in the SRI population, they had a dramatic visual impact, especially at the entrance to Bldg. A (Area 2). Specifically, deodar cedars #415, 416 and 438 were mature, with trunk diameters between 35" and 38". Deodar cedars #415 and 416 were growing in raised planters flanking the entry to Bldg. A, and #438 was just north of its neighbors. They created a prominent visual feature to the building entry.

A group of 31 Victorian boxes (#531-561) lined the southern boundary of the parking lot opposite Bldg. R (Area 3). The trees were all young to semi-mature and multi-stemmed. While nothing about the group was particularly notable (other than the sheer number), as a group they provided critical screening between the SRI campus and the adjacent residents to the west (Photo 6). Condition was overwhelmingly fair (27 trees), with 2 in poor and #551 in good condition.



Photo 6. Looking west at a row of Victorian box #552 - 561 (L to R) located along the perimeter of the parking lot. They provided critical screening between the SRI campus and the adjacent residences to the west.

Specimen Trees

The following discussion highlights some of the most notable trees on the site, with a focus on the mature, large-diameter native trees in good or excellent condition. These are the exceptional trees that represent the best specimens for preservation. However, there are many trees (native and non-native) on the SRI campus that were in good to excellent condition that are not included below but which would be valuable assets to work to retain.

- Valley oak #26 (Photo 2) was a semi-mature tree growing at the east end of the Area 1 oak grove. It measured 19" in trunk diameter and was in excellent condition.
- Coast live oak #71 was a semi-mature tree growing in an open field in Area 1. It had two trunks, measuring 17" and 6" in diameter and was in excellent condition.
- Coast redwoods #104 and 105, were semi-mature trees growing at the west end of the Area 1 oak grove. Both measured 19" in trunk diameter and were in excellent condition.
- Coast live oak #123 was a semi-mature tree growing at the west end of the Area 1 oak grove. It measured 22" in trunk diameter and was in excellent condition.
- London plane #144 was a mature tree growing between Bldgs. 1 and 2 in Area 1. It measured 24" in trunk diameter and was in excellent condition, despite that asphalt had been placed right up to the base of the tree.
- Japanese maple #147 was semi-mature tree growing adjacent to the cafeteria entrance (Bldg. 302, Area 1). It had several stems measuring from 3" to 5" in diameter and was in excellent condition.
- Coast live oak #151 (Photo 7) was a mature tree growing between Bldgs. 2 and 4 in Area 1. It measured 42" in trunk diameter and was in excellent condition, despite having been pruned on the west side for the overhead utilities.

Photo 7: Looking northeast at coast live oak #151. The tree was mature at 42" in trunk diameter and in excellent condition. The canopy had been pruned on the west side for utilities.



- Coast live oak #154 was a semi-mature tree growing between Bldgs. 201 and 202 in Area 1. It measured 17" in trunk diameter and was in excellent condition.
- Coast live oak #156 was a mature tree growing between Bldgs. 201 and 202 in Area 1. It measured 33" in trunk diameter and was in good condition, although it leaned slightly north and the trunk was in contact with the building.
- Valley oak #164 was a semi-mature tree growing between Bldgs. 201 and 203 in Area 1. It measured 14" in trunk diameter and was in excellent condition.
- Coast redwood #450, was semi-mature tree growing in the row of redwoods adjacent to Bldg. A (Area 2). It measured 14" in trunk diameter and was in excellent condition.
- Japanese maples #741, 742 and 744 were semi-mature trees growing in the courtyards between Bldgs. 301 and 305 (Area 3). All had several stems measuring from 2" to 6" in diameter and they were all in good to excellent condition.
- Coast live oak #746 was a mature tree growing in the Ravenswood oak grove (Area 4a). It measured 23" in trunk diameter and was in excellent condition.
- Coast redwood #1171, was semi-mature tree growing adjacent to Bldg. U (Area 4b). It measured 21" in trunk diameter and was in excellent condition.
- Coast redwood #1252, was a mature tree growing in the Ravenswood oak grove (Area 4a). It was part of the group of mature redwoods at the intersection of Area 2 and 4a (Photo 4) and measured 54" in trunk diameter. It was in good condition.

Species performance
The following is meant to highlight species that have performed well at the SRI campus. Many were represented by young to semi-mature individuals and/or were non-natives. Their performance makes them excellent candidates to consider for retention or relocation, either individually or in groups. Again, this is not meant to be an exhaustive list, but an overview.

- Coast live oak, with 289 trees (21% of the total population) had 114 trees in good and excellent condition. In addition, several of the trees of this species were some of the largest-diameter trees on the site. Two hundred sixteen (223) met the City of Menlo Park definition for a *Heritage* tree.
- Coast redwood, with 142 trees (11% of the total population) had 62 trees in good and excellent condition. As with the coast live oaks, several of the trees of this species were some of the largest-diameter trees on the site and 110 met the City of Menlo Park definition for a *Heritage* tree.
- London plane, with 71 trees had 34 trees in good or excellent condition. Although not a native to the region, the species is durable and very tolerant of construction impacts. Only 10 of the London planes met the City of Menlo Park definition for a *Heritage* tree.
- Valley oak, with 39 trees, had 20 trees in good or excellent condition. In addition, several of the trees of this species were some of the largest-diameter trees on the site and 29 met the City of Menlo Park definition for a *Heritage* tree.
- Chinese pistache, with 32 trees had 27 trees in good or excellent condition. Many of these trees were young, with trunk diameters below 10". None of the Chinese pistache met the City of Menlo Park definition for a *Heritage* tree.
- Japanese maple, with 31 trees had 24 trees in good and excellent condition. Most of the trees were young, with multiple stems. None of the Japanese maples met the City of Menlo Park definition for a *Heritage* tree.
- Crape myrtle, with 30 trees had 26 trees in good and excellent condition. Most were young and none of the crape myrtles met the City of Menlo Park definition for a *Heritage* tree.
- Water gum, with 30 trees had 18 trees in good and excellent condition. Most were young and none of the water gums met the City of Menlo Park definition for a *Heritage* tree.
- Chinese elm, with 15 trees had 11 trees in good and excellent condition. The seven semi-mature to mature Chinese elms met the City of Menlo Park definition for a *Heritage* tree.
- Thirteen (13) of the 16 windmill palms, the four Mexican fan palms and the four Canary Island palms were in good and excellent condition. All Mexican fan palms and all Canary Island date palms met the City of Menlo Park definition for a *Heritage* tree.

Suitability for Preservation

Before evaluating the impacts that will occur during development, it is important to consider the quality of the tree resource itself, and the potential for individual trees to function well over an extended length of time. Trees that are preserved on development sites must be carefully selected to make sure that they may survive development impacts, adapt to a new environment and perform well in the landscape.

Our goal is to identify trees that have the potential for long-term health, structural stability and longevity. For trees growing in open fields, away from areas where people and property are present, structural defects and/or poor health presents a low risk of damage or injury if they fail. However, we must be concerned about safety in use areas. Therefore, where development encroaches into existing plantings, we must consider their structural stability as well as their potential to grow and thrive in a new environment. Where development will not occur, the normal life cycles of decline, structural failure and death should be allowed to continue.

Evaluation of suitability for preservation considers several factors:

- **Tree health**
  Healthy, vigorous trees are better able to tolerate impacts such as root injury, demolition of existing structures, changes in soil grade and moisture, and soil compaction than are non-vigorous trees.

- **Structural integrity**
  Trees with significant amounts of wood decay and other structural defects that cannot be corrected are likely to fail. Such trees should not be preserved in areas where damage to people or property is likely. Coast live oak #28, blackwood acacia #1022 and Calif. bay #1077 are examples of such trees.

- **Species response**
  There is a wide variation in the response of individual species to construction impacts and changes in the environment. For instance, coast live oak, coast redwood and London plane are tolerant of root pruning, while valley oak, deodar cedar, Modesto ash and ginkgo are more moderate in response.

- **Tree age and longevity**
  Old trees, while having significant emotional and aesthetic appeal, have limited physiological capacity to adjust to an altered environment. Young trees are better able to generate new tissue and respond to change.

- **Species invasiveness**
  Species that spread across a site and displace desired vegetation are not always appropriate for retention. This is particularly true when indigenous species are displaced. The California Invasive Plant Inventory Database http://www.cal-ipc.org/plants/inventory/ lists species identified as being invasive. Menlo Park is part of the Central West Floristic Province. Tree of heaven, blackwood acacia, olive, and purpleleaf plum are all listed as invasive.

Each tree was rated for suitability for preservation based upon its age, health, structural condition and ability to safely coexist within a development environment (see ***Tree Assessment*** in Exhibits, and Table 3). We consider trees with high suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with low suitability for preservation in areas where people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Table 3. Tree suitability for preservation. Stanford Research Institute. Menlo Park CA.

High	These are trees with good health and structural stability that have the potential for longevity at the site. Two hundred and fifty-one (251) trees had high suitability for preservation including 34 coast live oak, 30 coast redwood, 23 Chinese pistache and 21 crape myrtle.
Moderate	Trees in this category have fair health and/or structural defects that may be abated with treatment. These trees require more intense management and monitoring, and may have shorter life-spans than those in the "high" category. Seven hundred and sixty-eight (768) trees had moderate suitability for preservation including 191 coast live oak, 78 coast redwood, 46 London plane, 41 Victorian box, 24 valley oak, 23 southern magnolia, 22 bottlebrush, 21 ginkgo, 19 African fern pine, and 19 Japanese maple.
Low	Trees in this category are in poor health or have significant defects in structure that cannot be abated with treatment. These trees can be expected to decline regardless of management. The species or individual tree may possess either characteristics that are undesirable in landscape settings or be unsuited for use areas. Three hundred and twenty-one (321) trees had low suitability for preservation including 63 coast live oak, 34 coast redwood, 26 glossy privet, 25 Victorian box, and 12 London plane.

Heritage Trees in Menlo Park and City Requirements

The City of Menlo Park Municipal Code Chapter 13.24.020, *Heritage Trees*, defines a heritage tree as any tree with a diameter of 15 inches (176 inches square) or greater, or any *Quercus* which is native to California with a diameter of 10 inches (78.5 inches square) or greater. To calculate heritage tree status, the calculated trunk area was used. This method is consistent with the guide to plant appraisal. To be considered heritage the tree needed to have a calculated trunk area of 176 inches square for all trees and for native oaks 78.5 inches squared. Six hundred (600) trees met this qualification for *Heritage* status. *Heritage* status of individual trees is provided in the ***Tree Assessment Form*** (see Exhibits).

The remainder of the report focuses on *Heritage* trees.

Estimate of Value

The City of Menlo Park requires that the estimated value of all trees be established. To estimate the value of the trees, I used the cost approach, reproduction method, and trunk formula technique, as described in the ***Guide for Plant Appraisal***, 10th edition (International Society of Arboriculture, Champaign IL, 2018). In addition, I referred to ***Species Classification and Group Assignment*** (2004), a publication of the Western Chapter of the International Society of Arboriculture.

When estimating reproduction cost, the trunk formula technique considers four factors: size, condition, functional limitations, and external limitations. Size is measured as trunk diameter, normally 54" above grade. Condition reflects the health and structural integrity of the tree. Functional limitations reflect constraints to tree development based on the site and species. For this site, I did not factor in any external limitations.

The estimated reproduction cost for the 326 *Heritage* trees planned for preservation is $3,620,650. The reproduction cost for the 202 *Heritage* trees with design conflict listed as the

reason for removal is $2,053,100. In the cases where the reason for removal was listed as tree health rating or species desirability, an in-lieu based on a replacement matrix which coordinated with the trunk area was used. The total cost for trees in poor health is $17,100 and for undesirable species replacement cost is $15,200. See the **Exhibits** for the estimated reproduction cost of individual trees.

Preliminary Evaluation of Impacts and Recommendations

Appropriate tree retention develops a practical match between the location and intensity of construction activities with the quality and health of trees. The ***Tree Assessment*** was the reference point for tree condition and quality. Impacts from construction were evaluated using the Conditional Development Plans prepared by OJB (Jan. 2025). Plans highlighted trees to be removed and preserved. Plans are in the high-level conceptual stage. Grading, utility, and other plans that will impact the disposition of trees have yet to be prepared. As such, recommendations for action are preliminary.

Based on my review of the plans, I estimate that 326 *Heritage* trees are likely to be preserved. Two hundred sixty-four (264) heritage trees are planned for removal (see **Exhibits**). Twenty-five (25) were in poor health, and 37 were an undesirable species, and 202 presented a conflict with the proposed design.

Ten (10) trees are noted as “Preserve?” including coast live oaks #69, 140, 222, 755, 1216, and 1319; valley oak #279; deodar cedar #415; bottle tree #526; and coast redwood #1211). These trees are likely to be preserved, however, the design would need to be modified in some way to accommodate their preservation. These design modifications are in process and dynamic, however are associated with a later phase in the design process.

As an example, coast live oak #755 is located near Laurel Street in a parking lot median, a modification would be needed to preserve the tree (Figure 1). Preservation is likely. I recommend modifying the design to incorporate preservation of these trees wherever possible.

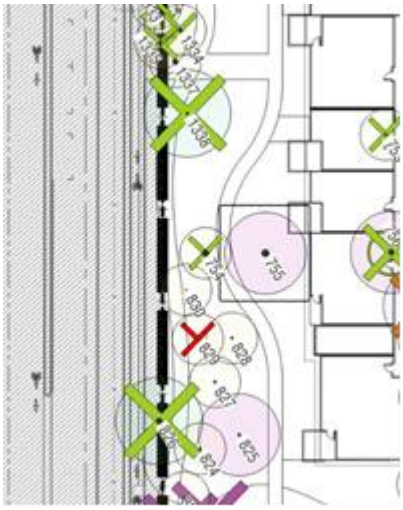


Figure 1. Tree #755 in purple is shown for preservation but the design will need to be modified to preserve the tree.

Suitability for Transplanting

Recommendations for tree relocation are based on age, size, condition, location, and anticipated species response. Few trees on-site meet all of these criteria. The best candidates for successful transplanting are younger trees (10 inches or under in diameter) in good condition, high suitability for preservation, and with a high tolerance of root loss. However, the City requested that the design team look into relocation of larger (20 inch diameter or greater) specimen oaks.

Thirteen trees met the criterion; valley oak #1155; coast live oaks #71, 746, 808, 945, and 1377; and coast redwood #513, 893, 1171, 1177, 1288, 1292. These trees ranged in size from 16 to 36 inches in diameter. Root loss and transplant shock may be outside an individual tree’s tolerance threshold. Transplanting established trees is most successful when the entire root ball is accessible, trees are moved to a permanent location, and maintenance is plentiful. Success declines when trees must be stored above-ground in boxes, especially with established trees.

Coast live oak and coast redwood have a high tolerance of root loss and a relatively higher rate of relocation success. Valley oak has a moderate tolerance to root loss and can be expected to have a more varied response to relocation.

Costs of Transplanting
Tree transplanting costs are highly variable, dependent upon size of tree, tree location, access, and equipment needed to excavate a sufficient size root ball to reduce transplant shock and assist with re-establishment. If the tree can be immediately re-planted in another location, costs are lower than if the tree is to be boxed and moved to an alternate site while construction is completed. Irrigation and maintenance costs mount up, depending on the length of storage time. The cost per tree can range from tens of thousands of dollars into the hundreds of thousands. Most often, the cost of transplanting an existing tree far exceeds that of planting a newer, younger tree and a successful outcome is very difficult to guarantee.

Preliminary Tree Preservation Guidelines

The goal of tree preservation is not merely tree survival during development but maintenance of tree health and beauty for many years. Trees retained on sites that are either subject to extensive injury during construction or are inadequately maintained become a liability rather than an asset. The response of individual trees depends on the amount of excavation and grading, care with which demolition is undertaken, and construction methods. Coordinating any construction activity inside the **TREE PROTECTION ZONE** can minimize these impacts.

Design recommendations

1. Focus on trees with high or moderate suitability for preservation as candidates to retain.

2. All plans affecting trees shall be reviewed by the Consulting Arborist with regard to tree impacts. These include, but are not limited to, demolition plans, grading and utility plans, landscape and irrigation plans.

3. For trees identified for preservation, designate a **TREE PROTECTION ZONE** in which no construction, grading and underground services including utilities, sub-drains, water or sewer will be located. For design purposes, the **TREE PROTECTION ZONE** should be either the dripline or edge of proposed construction, whichever is larger.

4. Consider the vertical clearance requirements near trees during design. Avoid designs that would require pruning more than 20% of a tree's canopy.
5. Irrigation systems must be designed so that no trenching severs roots larger than 2" in diameter will occur within the **TREE PROTECTION ZONE**.
6. **Tree Preservation Guidelines** prepared by the Consulting Arborist, which include specifications for tree protection during demolition and construction, should be included on all plans.
7. Any herbicides placed under paving materials must be safe for use around trees and labeled for that use.
8. Do not lime the subsoil within 50' of any tree. Lime is toxic to tree roots.
9. As trees withdraw water from the soil, expansive soils may shrink within the root area. Therefore, foundations, footings and pavements on expansive soils near trees should be designed to withstand differential displacement.
10. Ensure adequate but not excessive water is supplied to trees; in most cases occasional irrigation will be required. Avoid directing runoff toward trees.

Pre-demolition and pre-construction treatments and recommendations

1. The demolition contractor shall meet with the Consulting Arborist before beginning work to discuss work procedures and tree protection.

2. Where possible, cap and abandon all existing underground utilities within the **TREE PROTECTION ZONE** in place. Removal of utility boxes by hand is acceptable but no

trenching should be performed within the **TREE PROTECTION ZONE** in an effort to remove utilities, irrigation lines, etc.

3. Fence all trees to be retained to completely enclose the **Tree Protection Zone** prior to demolition, grubbing or grading. Fences shall be 6 ft. chain link or equivalent as approved by the Consulting Arborist. Fences are to remain until all grading and construction is completed.

4. Prune trees to be preserved to clean the crown of dead branches 2" and larger in diameter and raise canopies as needed for construction activities. All pruning shall be done by a State of California Licensed Tree Contractor (C61/D49). All pruning shall be done by Certified Arborist or Certified Tree Worker in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002) and adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300).

5. All tree work shall comply with the Migratory Bird Treaty Act as well as California Fish and Wildlife code 3503-3513 to not disturb nesting birds. Tree pruning and removal should be scheduled outside of the breeding season to avoid scheduling delays. Breeding bird surveys should be conducted prior to tree work. Qualified biologists should be involved in establishing work buffers for active nests.

6. Apply and maintain 4-6" of wood chip mulch within the **TREE PROTECTION ZONE.**

Recommendations for tree protection during construction

1. Prior to beginning work, the contractors working in the vicinity of trees to be preserved are required to meet with the Consulting Arborist at the site to review all work procedures, access routes, storage areas and tree protection measures.

2. All contractors shall conduct operations in a manner that will prevent damage to trees to be preserved.

3. Any grading, construction, demolition or other work that is expected to encounter tree roots should be monitored by the Consulting Arborist.

4. Any root pruning required for construction purposes shall receive the prior approval of and be supervised by the Consulting Arborist. Roots should be cut with a saw to provide a flat and smooth cut. Removal of roots larger than 2" in diameter should be avoided.

5. If roots 2" and greater in diameter are encountered during site work and must be cut to complete the construction, the Consulting Arborist must be consulted to evaluate effects on the health and stability of the tree and recommend treatment.

6. Tree protection fences are to remain until all site work has been completed. Fences may not be relocated or removed without permission of the Consulting Arborist.

7. Construction trailers, traffic and storage areas must remain outside fenced areas at all times.

8. Prior to grading, pad preparation, excavation for foundations/footings/walls, trenching, trees may require root pruning outside the **TREE PROTECTION ZONE** by cutting all roots cleanly to the depth of the excavation. Roots shall be cut by manually digging a trench and cutting exposed roots with a saw, with a vibrating knife, rock saw, narrow trencher with sharp blades, or other approved root pruning equipment. The Consulting Arborist will identify where root pruning is required and monitor all root pruning activities.

9. If injury should occur to any tree during construction, it should be evaluated as soon as possible by the Consulting Arborist so that appropriate treatments can be applied.

10. No excess soil, chemicals, debris, equipment or other materials shall be dumped or stored within the **Tree Protection Zone**.

11. Any additional tree pruning needed for clearance during construction must be performed by a Certified Arborist and not by construction personnel.

12. All trees shall be irrigated on a schedule to be determined by the Consulting Arborist (every 3 to 6 weeks April through October is typical). Each irrigation shall wet the soil within the **TREE PROTECTION ZONE** to a depth of 24".

Maintenance of impacted trees
Preserved trees will experience a physical environment different from that pre-development. As a result, tree health and structural stability should be monitored. Occasional pruning, fertilization, mulch, pest management, replanting and irrigation may be required. In addition, provisions for monitoring both tree health and structural stability following construction must be made a priority. Inspect trees annually and following major storms to identify conditions requiring treatment to manage risk associated with tree failure.

Our procedures included assessing trees for observable defects in structure. This is not to say that trees without significant defects will not fail. Failure of apparently defect-free trees does occur, especially during storm events. Wind forces, for example, can exceed the strength of defect-free wood causing branches and trunks to break. Wind forces coupled with rain can saturate soils, reducing their ability to hold roots, and blow over defect-free trees. Although we cannot predict all failures, identifying those trees with observable defects is a critical component of enhancing public safety.

Furthermore, trees change over time. Our inspections represent the condition of the tree at the time of inspection. As trees age, the likelihood of failure of branches or entire trees increases. Annual tree inspections are recommended to identify changes to tree health and structure. In addition, trees should be inspected after storms of unusual severity to evaluate damage and structural changes. Initiating these inspections is the responsibility of the client and/or tree owner.

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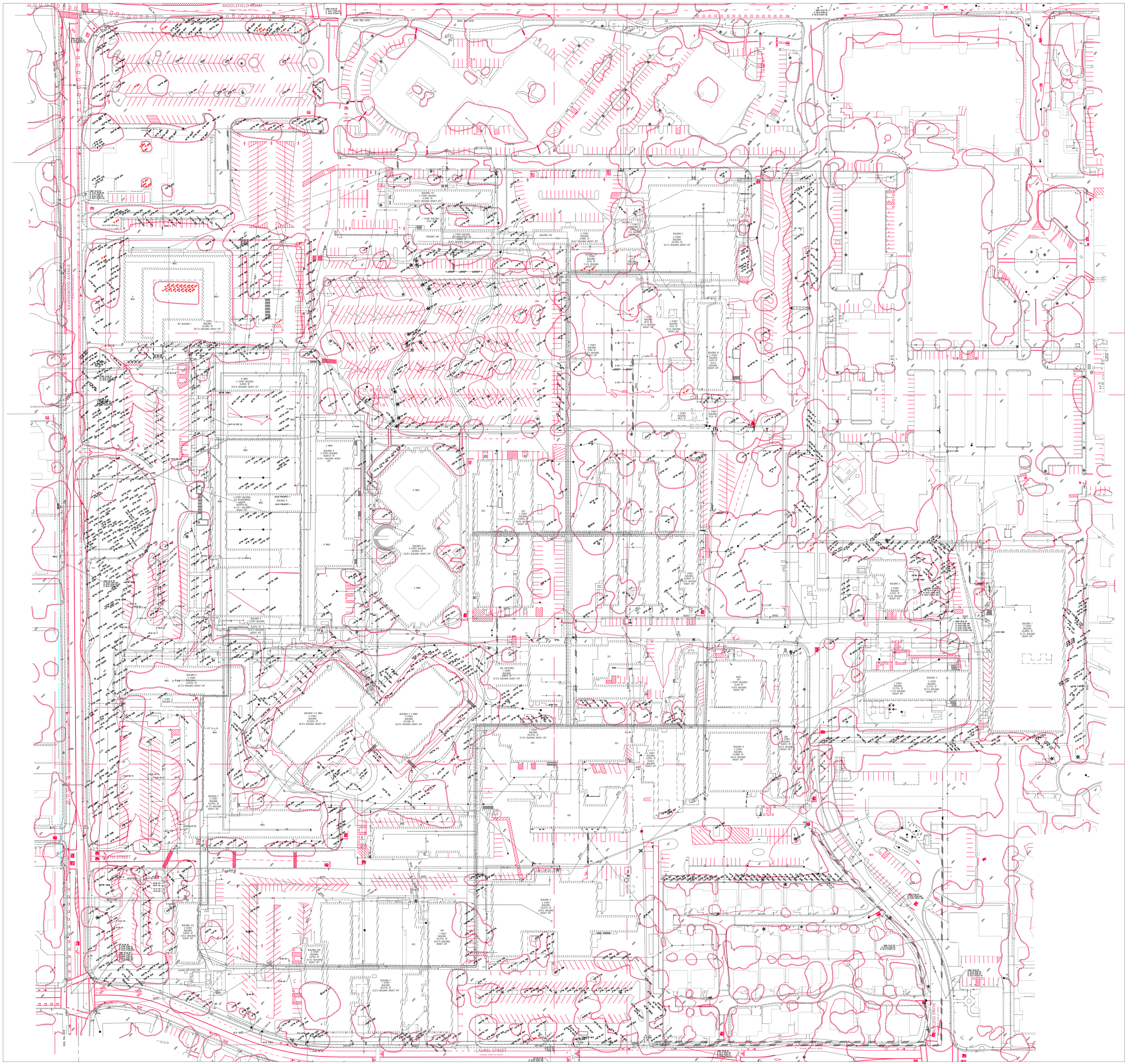


Darya Barar, Managing Consulting Urban Forester & Arborist
Registered Consulting Arborist #693
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ISA Tree Risk Assessment Qualified
Qualified Tree and Plant Appraiser

Exhibits

Tree Assessment Form

Tree Disposition separated as requested by City



Tree Assessment Plan

Stanford Research Institute
333 Ravenswood
Menlo Park, CA

Prepared for:
Lane Partners
Menlo Park, CA

August 2021

No Scale

Notes:
Base map provided by:
Kier & Wright
Pleasanton, CA

Numbered tree locations with no survey point were approximately located in the field. (noted in red)

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Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1	Coast live oak	18	3	Yes	Moderate	Codominant trunks at 8'; crown one-sided & bowed W.
2	Chinese elm	13,12,9	3	Yes	Moderate	Multiple attachments at 1'; anthracnose wounds on trunks.
3	Coast live oak	21	3	Yes	Moderate	Codominant trunks at 7'; crown one-sided & leans S.
4	Coast live oak	17	3	Yes	Moderate	Codominant trunks at 7'; included bark; crown one-sided & leans S.
5	Coast live oak	12,10	3	Yes	Moderate	Codominant trunks at 1'; upright form.
6	Coast live oak	12	3	Yes	Moderate	Codominant trunks at 8'; upright, narrow form.
7	Coast live oak	10	3	Yes	Low	Crowded; small crown bowed W.
8	Coast live oak	12	3	Yes	Low	Crowded; small crown bowed W.
9	Coast live oak	14	3	Yes	Low	Crowded; small crown bowed N.
10	Coast live oak	19	4	Yes	Moderate	Multiple attachments at 8'; upright, narrow form.
11	Coast live oak	18	3	Yes	Moderate	Codominant trunks at 6'; crowded & one-sided S.
12	Coast live oak	17,13	3	Yes	Moderate	Codominant trunks at 2'; good form; one-sided S.
13	Coast live oak	14	3	Yes	Low	Multiple attachments at 10'; embedded chain link fence.
14	Tree of heaven	23	4	Yes	Low	Multiple attachments at 7'; good form; invasive.
15	Coast live oak	23	4	Yes	High	Multiple attachments at 7'; good form; invasive.
16	Tree of heaven	15	3	Yes	Low	High crown; growing against fence; invasive.
17	Coast live oak	28,26,25,18	4	Yes	Moderate	Multiple attachments at 4'; good form; embedded fence.
18	Coast live oak	12,6,5	3	Yes	Low	Multiple attachments at base; poor form; growing against fence.

Page 3-771

Tree Assessment

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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
19	Valley oak	17	3	Yes	Moderate	Multiple attachments at 10’; crowded & one-sided NW.
20	Coast live oak	16,10,7,6	4	Yes	Moderate	Multiple attachments at 3’; leans N.; embedded fence.
21	Valley oak	19	4	Yes	High	Multiple attachments at 10’; good form & structure.
22	Coast live oak	10	3	Yes	Moderate	Crowded; one-sided NW.
23	Tree of heaven	28	2	Yes	Low	S. stem removed; growing against fence; invasive.
24	Valley oak	14	4	Yes	High	Multiple attachments at 10’; slight lean NW.; good form & structure.
25	Valley oak	15	4	Yes	Moderate	Codominant trunks at 10’; slight lean NW.; good form & structure; twig dieback.
26	Valley oak	19	5	Yes	High	Codominant trunks at 10’; slight lean NW.; good form.
27	Coast live oak	35	3	Yes	Moderate	Multiple attachments at 20; good form; in slow decline; n small parking lot island.
28	Coast live oak	30	2	Yes	Low	Codominant trunks at 8’; trunk wounds & decay; cobra cable; in medium island.
29	Coast live oak	13	4	Yes	Moderate	Good young tree; in small parking lot island.
30	Coast live oak	13	4	Yes	Moderate	Multiple attachments at 7’; good form & structure; in medium parking lot island.
31	Callery pear	13	3	No	Low	Multiple attachments at 7’; sparse crown; in medium parking lot island.
32	Strawberry tree	4,4,4,3	3	No	Low	Large shrub; one-sided SW.; crack at base.
33	Strawberry tree	4,4,4,3	3	No	Low	Multiple attachments at base; large shrub.
34	Strawberry tree	5,5,4,3	3	No	Moderate	Multiple attachments at base; large shrub.

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35	Strawberry tree	10	3	No	Moderate	Multiple attachments at base; large shrub.
36	Strawberry tree	5,5,4,4	3	No	Moderate	Multiple attachments at base; large shrub.
37	Strawberry tree	5,5,4,4	3	No	Low	Multiple attachments at base; sparse crown; large shrub.
38	Ginkgo	12	5	No	High	Good form & structure; in small planting area.
39	Valley oak	7	5	No	High	Good form & structure; in large planting area.
40	Valley oak	35	2	Yes	Low	Small crown; leans S.; declining; in medium island.
41	Fig	12,11,11,9,8	5	Yes	High	Multiple attachments at base; good form & structure.
42	Coast live oak	31	2	Yes	Low	Multiple attachments at 10'; good form; extensive dieback.
43	Coast live oak	31	3	Yes	Moderate	Multiple attachments at 10'; large cavities at base & 10''.
44	Coast live oak	32	3	Yes	Moderate	Codominant trunks at 10'; large cavity on back side of S. stem.
45	Olive	5,5,5,4,4	3	No	Low	Multiple attachments at base; sunscald & moderate dieback.
46	Olive	12,7,4,2	4	No	High	Multiple attachments at base; one stem leans W. to horizontal.
47	Olive	4,4	3	No	Low	Codominant trunks at base; moderate dieback.
48	Purple redbud	6	5	No	High	Good form & structure; slight lean NE.
49	Purple redbud	5	4	No	Moderate	Good form & structure; sparse crown.
50	Oleander	7,6,6	4	No	High	Multiple attachments at base; good form.
51	Crape myrtle	8	4	No	High	Multiple attachments at 6'; good, upright form; in small cut out.

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52	Crape myrtle	8	4	No	High	Multiple attachments at 6’; good, upright form; in small cut out.
53	Crape myrtle	6	4	No	High	Multiple attachments at 6’; good, upright form; in small cut out.
54	Crape myrtle	8	4	No	High	Multiple attachments at 6’; good, upright form; in small cut out; displaced concrete 2”.
55	Coast live oak	32	4	Yes	Moderate	Multiple attachments at 7’; close to building & one-sided SW.
56	African fern pine	23	4	Yes	Moderate	Multiple attachments at 5’; narrow attachments; slightly sparse on S side.
57	African fern pine	19	4	Yes	Moderate	Multiple attachments at 5’; narrow attachments; in medium planter.
58	African fern pine	33	4	Yes	Moderate	Multiple attachments at 5’; good form; displaced curb & sidewalk ; in medium planter.
59	African fern pine	20	4	Yes	Moderate	Multiple attachments at 8’; NW sided S.; in medium planter.
60	Glossy privet	15	1	Yes	Low	All but dead.
61	Catalpa	13	4	No	Moderate	Codominant trunks at 7’; leans SE.; twig dieback.
62	Glossy privet	15	3	Yes	Low	Multiple attachments at 8’; sparse in upper crown.
63	Glossy privet	11	2	No	Low	Small, sparse crown.
64	Glossy privet	9	3	No	Low	Small crown; twig dieback.
65	Coast live oak	39	4	Yes	Moderate	Multiple attachments at 15’; good form; broken cable; in small parking lot island; displaced curb & asphalt 10”.
66	Elderberry	6,5,3,2	4	No	Moderate	Multiple attachments at base; growing against building.

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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
67	Coast live oak	24	3	Yes	Moderate	Multiple attachments at 5’; one-sided NW.; close to structure.
68	Coast live oak	47	4	Yes	Moderate	Multiple attachments at 10’; spreading form; close to structure.
69	Coast live oak	61	4	Yes	Moderate	Multiple attachments at 10’; spreading form; no basal flare; growing against building.
70	Valley oak	30	3	Yes	Moderate	One stem removed; large cavity; small crown leans S.
71	Coast live oak	17,6	5	Yes	High	Multiple attachments at 6’; slight lean N.; beneath overhead utilities.
72	Coast live oak	8,8	4	Yes	High	Codominant trunks at base; narrow attachment; one-sided S.
73	Modesto ash	20	3	Yes	Moderate	Multiple attachments at 6’; good form; dieback; beneath overhead utilities.
74	Silver dollar gum	50	4	Yes	High	Codominant trunks at 15’; leans SW.; good form.
75	Aleppo pine	35	4	Yes	High	Codominant trunks at 10’ & 15’; weak attachment @ 15’ but cabled above; good form; in medium planter.
76	Coast live oak	44	4	Yes	High	Multiple attachments at 8’; good form; long lateral; in medium planter.
77	Coast live oak	30	3	Yes	Moderate	Fair form & structure; trunk wounds w/ decay; in medium planter.
78	Coast live oak	24	4	Yes	Moderate	Codominant trunks at 7’; wide attachment; one-sided W.; in medium planter.
79	Coast live oak	30	3	Yes	Low	Multiple attachments at 10’; strong lean W.; basal cavity S.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
80	Modesto ash	30	3	Yes	Moderate	Multiple attachments at 8'; good form; dieback.
81	Chinese pistache	11	4	No	High	Multiple attachments at 8'; good form; close to building & one-sided W.
82	Modesto ash	17	3	Yes	Low	Multiple attachments at 7'; close to building & one-sided W.; dieback.
83	Removed	--	--	Yes	--	--
84	Deodar cedar	7	5	No	High	Good young tree; branches to ground; in medium island.
85	Coast live oak	16	5	Yes	High	Good young tree; in large planter.
86	Valley oak	18	4	Yes	Moderate	Fair form & structure; fill at base; ; in large planter.
87	Coast live oak	32	4	Yes	Moderate	Upright, compact form; trunk cavity at 8'; in medium planter.
88	Raywood ash	9	1	No	Low	Largely dead.
89	Raywood ash	18	3	Yes	Moderate	Multiple attachments at 10'; asymmetric form; dieback; in large planter.
90	Tree of heaven	22	2	Yes	Low	Codominant trunks at 6'; included bark; growing against fence; invasive.
91	Coast live oak	13	4	Yes	Moderate	Codominant trunks at 8'; good form; growing against fence.
92	Coast redwood	15	3	Yes	Moderate	Crowded; fair form & structure.
93	Coast redwood	32	4	Yes	Moderate	Multiple attachments at 6'; narrow attachments; fair structure.
94	Coast live oak	16	3	Yes	Low	Crowded; strong lean E..
95	Coast live oak	23	3	Yes	Low	Crowded; strong lean S.; growing into fence.
96	Coast live oak	9	2	No	Low	Suppressed; strong lean N.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
97	Coast live oak	28	3	Yes	Moderate	Codominant trunks at 10'; one-sided & leans S.; growing into fence.
98	Coast live oak	28	4	Yes	Moderate	Codominant trunks at 6'; one-sided & leans N.
99	Coast live oak	22,18	3	Yes	Moderate	Codominant trunks at base; crowded & one-sided & leans S.; trunk wound on W. stem.
100	Valley oak	6	3	No	Moderate	crowded & one-sided N.; crook at 10'.
101	Valley oak	6	3	No	Moderate	crowded & one-sided N.
102	Coast live oak	20,12,10	4	Yes	Moderate	Multiple attachments at 3'; upright, narrow form; trunk wounds/rodent damage.
103	Coast live oak	22,15	4	Yes	Moderate	Multiple attachments at 3'; one-sided W.; trunk wounds/rodent damage.
104	Coast redwood	19	5	Yes	High	Good form & structure.
105	Coast redwood	19	5	Yes	High	Good form & structure.
106	Removed	--	--	Yes	--	--
107	Coast live oak	13	5	Yes	High	Good young tree; close to fence.
108	Coast redwood	24	4	Yes	Moderate	Slight sweep in trunk; lost branches in upper
109	Coast live oak	7	5	No	High	Good young tree.
110	Raywood ash	17	1	Yes	Low	Largely dead.
111	Coast live oak	11	4	Yes	High	Good young tree; crowded & Slightly one-sided E.
112	Coast live oak	23,15	4	Yes	Moderate	Codominant trunks at 3'; larger stem dominant; smaller stem cabled.
113	Coast live oak	23	4	Yes	Moderate	Multiple attachments at 6'; smaller stems form low laterals S.
114	Coast live oak	5	4	No	Moderate	Good young tree; crowded & crown bowed W.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
115	Coast live oak	4	3	No	Moderate	Suppressed; crown bowed W.
116	Coast live oak	19,13	4	Yes	High	Codominant trunks at 2'; larger stem dominant; slightly sparse in upper crown.
117	Coast live oak	28	4	Yes	Moderate	Multiple attachments at 15'; very one-sided W..
118	Coast live oak	16	4	Yes	High	Good young tree; crowded & Slightly one-sided W.
119	Coast live oak	27	4	Yes	Moderate	Codominant trunks at 7'; good form & structure; in medium island.
120	Coast live oak	24	4	Yes	Moderate	Multiple attachments at 10'; good form & structure; one-sided E.
121	Coast live oak	22	3	Yes	Moderate	Multiple attachments at 5'; crowded & very one-sided W.
122	Coast live oak	6	4	No	Moderate	Good young tree; crowded; basal bleeding.
123	Coast live oak	22	5	Yes	High	Multiple attachments at 10'; good form & structure.
124	Coast live oak	24	4	Yes	Moderate	Codominant trunks at 8'; good form & structure; Slightly one-sided N.
125	Coast live oak	26	3	Yes	Moderate	Multiple attachments at 8'; good form & structure; sparse in upper crown.
126	Raywood ash	26	2	Yes	Low	Multiple attachments at 8'; most central leaders dead.
127	Coast live oak	31	4	Yes	Moderate	Multiple attachments at 6'; good form & structure; one-sided W.; pruned for overhead utilities.
128	Removed	--	--	Yes	--	--
129	Canary Island palm	32	5	Yes	High	Close to building; sweeps E. from base; 15' of brown trunk.
130	Crape myrtle	6	5	No	High	Multiple attachments at 6'; good, upright form.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
131	Crape myrtle	6	4	No	High	Multiple attachments at 6'; good form; slightly sparse.
132	Crape myrtle	5	4	No	High	Multiple attachments at 6'; good form; slightly sparse.
133	Crape myrtle	5	4	No	High	Multiple attachments at 5'; good form; slightly sparse.
134	Crape myrtle	4	3	No	Moderate	Multiple attachments at 5'; good form; dry.
135	Crape myrtle	4	3	No	Moderate	Multiple attachments at 5'; good form; dry.
136	Crape myrtle	4	3	No	Moderate	Multiple attachments at 5'; good form; dry.
137	Crape myrtle	4	4	No	High	Multiple attachments at 5'; good form; slightly sparse.
138	Crape myrtle	6	5	No	High	Multiple attachments at 5'; good form; slightly sparse.
139	Crape myrtle	8	5	No	High	Multiple attachments at 5'; good form; slightly sparse.
140	Coast live oak	47	3	Yes	Moderate	Codominant trunks at 7'; smaller stem forms lateral W.; moderate dieback & epicormics; Ganoderma at base N.; topped for overhead utilities.
141	Valley oak	48	3	Yes	Moderate	Multiple attachments at 10'; dead stub in attachment; topped for overhead utilities.
142	Modesto ash	18	3	Yes	Moderate	Multiple attachments at 6'; moderate dieback.
143	Removed	--	--	Yes	--	--
144	London plane	24	5	Yes	High	Codominant trunks at 8'; good form & structure; asphalt to base.
145	Portuguese laurel	9	3	No	Low	Leans S.; basal wounds; dieback.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
146	Portuguese laurel	6,4	2	No	Low	Leans S.; trunk wounds; extensive dieback.
147	Japanese maple	5,5,5,5,4,4,3,3	5	No	High	Multiple attachments at 1'; narrow attachments; good form.
148	Dracaena palm	10,8,7,7	4	Yes	Moderate	Multiple attachments at base; some stems lean.
149	Ginkgo	14	4	No	High	Good form & structure; slightly one-sided NE.
150	Ginkgo	13	4	No	High	Good form & structure; slightly one-sided NW.
151	Coast live oak	42	5	Yes	High	Multiple attachments at 8'; excellent form & structure; pruned W. for overhead utilities.
152	Tree of heaven	46	4	Yes	Low	Codominant trunks at 6' & 8'; good form; invasive.
153	Coast live oak	26	4	Yes	High	Multiple attachments at 8'; good form, fair structure.
154	Coast live oak	17	5	Yes	High	Multiple attachments at 8'; good form & structure.
155	Coast live oak	13	5	Yes	High	Multiple attachments at 8'; good form & structure.
156	Coast live oak	33	5	Yes	High	Multiple attachments at 10'; good form & structure; slight lean N.; growing against building.
157	Removed	--	--	Yes	--	--
158	Coast live oak	43	4	Yes	Moderate	Codominant trunks at 10'; spreading form w/ long lateral S.; cavities w/ decay.
159	Modesto ash	15	2	Yes	Low	Codominant trunks at 12'; mostly dead.
160	Valley oak	46	4	Yes	Moderate	Multiple attachments at 10'; good form; old cavities w/ decay; cables in crown; wounds & bird holes on under side of S. stem; growing at edge of road.
161	Hopseed bush	3,3,3,2	3	No	Moderate	Multiple attachments at 2'; large shrub; close to building.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
162	Hopseed bush	5	3	No	Moderate	Multiple attachments at 5'; large shrub; close to building.
163	Coast live oak	19	2	Yes	Low	Poor form & structure; bleeding & cavity W.; dieback.
164	Valley oak	14	5	Yes	High	Multiple attachments at 10'; good young tree.
165	Hollywood juniper	22	3	Yes	Moderate	Leans N.; close to building.
166	Valley oak	38	2	Yes	Low	History of branch failures; trunk wounds w/ decay.
167	Griselinia	12	2	No	Low	Close to building; leans S.; dieback.
168	Coast live oak	26,19	3	Yes	Low	Codominant trunks at 4'; narrow attachment; cavity w/ decay ; deck built around base.
169	Coast live oak	32	4	Yes	Moderate	Base growing against building; corrected lean NW.; good form.
170	Bottlebrush	4,3,2	3	No	Moderate	Multiple attachments at 1'; one-sided NE.; large shrub; close to building.
171	Australian brush cherry	9	3	No	Low	Topped at 6'; one-sided & leans E.; close to building.
172	Calif. bay	9,8,4,3	3	No	Moderate	Multiple attachments at base'; one-sided & leans E.; close to building.
173	Removed	--	--	--	--	--
174	Valley oak	40	3	Yes	Moderate	Codominant trunks at 10'; cavities along S. stem; pruned for overhead utilities N.; in medium cut out.
175	African fern pine	13	3	No	Moderate	Good form; sparse crown; in medium island.
176	Glossy privet	10	3	No	Low	Multiple attachments at 7'; good form; sparse crown; in medium island.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
177	Glossy privet	8	2	No	Low	Multiple attachments at 7'; small, sparse crown; in medium island.
178	Glossy privet	13	3	No	Low	Multiple attachments at 7'; good form; sparse crown; in medium island.
179	Glossy privet	15	3	Yes	Moderate	Multiple attachments at 7'; good form; twig dieback; in medium island.
180	Glossy privet	12	3	No	Low	Multiple attachments at 7'; good form; sparse crown; in medium island.
181	Glossy privet	9	2	No	Low	Multiple attachments at 7'; small, sparse crown; in medium island.
182	Tree of heaven	19,12,12	4	Yes	Low	Multiple attachments at 6'; good form; invasive.
183	African fern pine	25	4	Yes	Moderate	Multiple attachments at 6'; good form, fair structure; in medium island.
184	Modesto ash	21	3	Yes	Moderate	Multiple attachments at 10'; good form; dieback; in medium island.
185	African fern pine	20	4	Yes	Moderate	Multiple attachments at 8'; good form; sparse in upper crown; in medium island.
186	Crab apple	4	3	No	Moderate	Slight lean SW.; small crown; in medium island.
187	Crab apple	3	3	No	Moderate	Leans SW.; dieback; in medium island.
188	Removed	--	--	Yes	--	--
189	Eucalyptus	17	4	Yes	High	Multiple attachments at 10'; good form; in medium island.
190	Eucalyptus	8	1	No	Low	All but dead; in medium island.
191	Eucalyptus	16	4	Yes	High	Good form & structure; slightly sparse crown; in medium island.

Page 38

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
192	Calif. pepper	28	4	Yes	High	Codominant trunks at 12'; good form & structure; trunk wound in SW. stem; in large island.
193	Calif. pepper	15	3	Yes	Moderate	Codominant trunks at 7'; asymmetric form; in medium island.
194	Coast live oak	27	4	Yes	Moderate	Multiple attachments at 12'; good form & structure; displaced curb & asphalt 8"; in small island.
195	Calif. pepper	20	3	Yes	Moderate	Multiple attachments at 7'; asymmetric form; cavities; in medium island.
196	Callery pear	11	4	No	Moderate	Multiple attachments at 8'; good form; in medium island.
197	Callery pear	10	3	No	Moderate	Multiple attachments at 8'; good form; in small island.
198	Eucalyptus	18	4	Yes	High	Multiple attachments at 10'; good form & structure; slightly sparse crown; in medium island.
199	Golden rain	13	2	No	Low	Poor form & structure; little remains; in medium island.
200	Golden rain	15	3	Yes	Low	Multiple attachments at 8'; dieback; in medium island.
201	Golden rain	13	2	No	Low	Multiple attachments at 8'; dead top; in small
202	Callery pear	13	4	No	Moderate	Multiple attachments at 8'; good form; in small island.
203	Callery pear	12	2	No	Low	Multiple attachments at 8'; poor form; dieback; in small island.
204	Callery pear	14	3	No	Moderate	Multiple attachments at 8'; good form; dieback; in small island.
205	Ginkgo	6	5	No	High	Good young tree; slight lean SW.; in small island.

Page 783

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
206	Golden rain	18	2	Yes	Low	Multiple attachments at 8'; dead top; in medium island.
207	Removed	--	--	Yes	--	--
208	Redbud	7	3	No	Low	Leans S.; moderate dieback; in medium island.
209	Redbud	8	3	No	Low	Crown bowed SW.; moderate dieback; in medium island.
210	Callery pear	14	3	No	Moderate	Multiple attachments at 8'; good form; dieback; displaced curb 3"; in small island.
211	Windmill palm	8	5	No	High	Good form & structure; 10' of brown trunk; in small island.
212	Windmill palm	10	5	No	High	Good form & structure; 15' of brown trunk; in small island.
213	Redbud	5,4,4,4,3	4	No	Moderate	Multiple attachments at base; crossing stems; in medium island.
214	Redbud	6	3	No	Moderate	Good form; moderate dieback; in medium island.
215	Redbud	5	4	No	Moderate	Good form; dieback; in medium island.
216	African fern pine	19	4	Yes	Moderate	Multiple attachments at 8'; narrow attachments; good form; displaced curb 5"; in narrow planter.
217	Ginkgo	8	5	No	High	Multiple attachments at 3'; good form; in large planter.
218	Windmill palm	11,10	5	No	High	Codominant trunks at base; good form & structure; 15' of brown trunk; in medium island.
219	Windmill palm	10	5	No	High	Good form & structure; 15' of brown trunk; in medium island.
220	Windmill palm	10	2	No	Low	In decline; small, dead fronds; 12' of brown trunk; in medium island.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
221	African fern pine	28	4	Yes	Moderate	Multiple attachments at 8’; upright form; displaced curb 4”; in large planter.
222	Coast live oak	12,12	4	Yes	Moderate	Codominant trunks at 3’; slight lean W. away from bldg.; in medium planter.
223	Coast live oak	13	4	Yes	Moderate	High, narrow crown; close to bldg.; in medium planter.
224	African fern pine	25	3	Yes	Moderate	Multiple attachments at 8’; sparse crown; displaced curb 1”; in large planter.
225	Coast live oak	9	3	No	Moderate	Crowded & one-sided S.; close to bldg.; in medium planter.
226	African fern pine	19	3	Yes	Moderate	Multiple attachments at 8’; sparse crown; displaced curb 1”; in large planter.
227	Golden rain	14	4	No	Moderate	Multiple attachments at 8’; good form; twig dieback; in medium island.
228	Windmill palm	10	5	No	High	Good form & structure; 10’ of brown trunk; in small island.
229	Willowleaf peppermint	56	4	Yes	Moderate	Multiple attachments at 15’; good form; lateral reduced; displaced the curb & asphalt 12”; in medium island.
230	Ginkgo	6	5	No	High	Leans S.; good form; in medium planter.
231	Crab apple	3,3,2	3	No	Moderate	Leans SW.; dieback; in medium island.
232	Callery pear	12	3	No	Low	Multiple attachments at 8; moderate dieback; in medium island.
233	Crape myrtle	3,3,3,3,2,2,2	4	No	High	Multiple attachments at base; good form; in medium island.

Page 38

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
234	Windmill palm	11	5	No	High	Good form & structure; 8’ of brown trunk; in medium island.
235	Windmill palm	12	5	No	High	Good form & structure; 10’ of brown trunk; in medium island.
236	Mexican fan palm	20	5	Yes	High	Good form & structure; 30’ of brown trunk; in medium island.
237	Windmill palm	10	4	No	High	Good form & structure; a little yellow; 5’ of brown trunk; in medium island.
238	Mexican fan palm	18	5	Yes	High	Good form & structure; growing against/busted curb; 30’ of brown trunk; in medium island.
239	Crab apple	4	4	No	High	Good form; basal sprouts; in medium island.
240	Crape myrtle	3,2,2,2,2,2	4	No	High	Multiple attachments at base; good form; in large island.
241	Calif. pepper	26	4	Yes	Moderate	Codominant trunks at 12’; good form & structure; trunk wounds; in large island.
242	Crape myrtle	2,2,1,1,1,1	4	No	High	Multiple attachments at base; good form; slightly sparse crown; in medium island.
243	Callery pear	10	3	No	Moderate	Multiple attachments at 8; crowded & leans W.; dieback; in medium island.
244	Willowleaf peppermint	21	4	Yes	Moderate	Multiple attachments at 8’; leans S.; displaced the curb & asphalt 2-4”; in medium island.
245	Willowleaf peppermint	29	4	Yes	Moderate	Codominant trunks at 10’; cobra cable in crown; displaced the curb & asphalt 6”; in medium island.
246	Willowleaf peppermint	35	4	Yes	Moderate	Multiple attachments at 10’; asymmetric form; displaced the curb & sidewalk 6”; in small island.

Page 738

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
247	Windmill palm	11	4	No	High	Good form & structure; a little yellow; 7' of brown trunk; in small island.
248	Ginkgo	6	5	No	High	Good young tree; in large planter.
249	Willowleaf peppermint	30	3	Yes	Moderate	Multiple attachments at 12'; open form; slightly sparse crown; displaced the curb 2"; in medium island.
250	Windmill palm	12	5	No	High	Good form & structure; 15' of brown trunk; in small island.
251	Windmill palm	9	5	No	High	Good form & structure; 20' of brown trunk; in small island.
252	Crab apple	4	4	No	High	Slight lean W.; old sun scald; basal sprouts; in medium island.
253	Crab apple	5	5	No	High	Good form; dense crown; basal sprouts; in medium island.
254	Crab apple	4	4	No	High	Slight lean W.; twig dieback; basal sprouts; in medium island.
255	Redbud	11	3	No	Low	Leans W.; partial failure; moderate dieback; in medium island.
256	African fern pine	22	4	Yes	High	Multiple attachments at 8'; upright form; in large planter.
257	African fern pine	20	4	Yes	High	Multiple attachments at 8'; upright form; in large planter.
258	Monterey pine	18	4	Yes	Moderate	Upright form; dieback; in large planter.
259	African fern pine	29	4	Yes	Moderate	Multiple attachments at 6'; dieback; starting to displace curb; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
260	Windmill palm	9	5	No	High	Good form & structure; 20’ of brown trunk; in large island.
261	Windmill palm	9	5	No	High	Good form & structure; 18’ of brown trunk; in medium island.
262	Windmill palm	11	5	No	High	Good form & structure; 10’ of brown trunk; in medium island.
263	Windmill palm	9	5	No	High	Good form & structure; 12’ of brown trunk; in medium island.
264	African fern pine	19	4	Yes	Moderate	Multiple attachments at 8’; one-sided S.; dieback; in large island.
265	Valley oak	41	3	Yes	Moderate	Multiple attachments at 10’; one-sided W.; moderate dieback; in large island.
266	Southern magnolia	5	3	No	Moderate	Crowded; one-sided SE.; poor color; in large planter.
267	Southern magnolia	12	3	No	Moderate	Good form; sparse crown; in large planter.
268	Southern magnolia	11	3	No	Moderate	Narrow form; sparse crown; in large planter.
269	Southern magnolia	11	3	No	Moderate	Narrow form; sparse crown; in large planter.
270	Southern magnolia	13	3	No	Moderate	One-sided NW.; sparse crown; in large planter.
271	White birch	10,6	3	No	Moderate	Codominant trunks at 1’; dieback in upper crown; in large planter.
272	Southern magnolia	18	4	Yes	Moderate	Multiple attachments at 8’; good form & structure; displaced curb 4”; in medium planter.
273	Southern magnolia	15	3	Yes	Moderate	Multiple attachments at 8’; good form; sparse crown; displaced curb 3”;in medium planter.
274	Ginkgo	4	3	No	Moderate	Slight lean NW.; small crown; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
275	Southern magnolia	8	3	No	Moderate	Multiple attachments at 7'; good form; sparse crown; in large planter.
276	Southern magnolia	8	3	No	Moderate	Multiple attachments at 7'; good form; sparse crown; in large planter.
277	Southern magnolia	9	3	No	Moderate	Multiple attachments at 7'; good form; sparse crown; in large planter.
278	Southern magnolia	10	4	No	Moderate	Good form; sparse crown; in large planter.
279	Valley oak	17	4	Yes	High	Multiple attachments at 10'; leans NW.; dieback; surrounded by DG.
280	Camphor	17	3	Yes	Moderate	Multiple attachments at 6'; one-sided N.; dieback; in raised planter.
281	Saucer magnolia	2,1,1,1,1	3	No	Moderate	Multiple attachments at base; sparse crown; in large planter.
282	Saucer magnolia	4,3,3,2,2,1	3	No	Low	Multiple attachments at base; moderate dieback; in large planter.
283	Saucer magnolia	5,5,2,2,1	3	No	Low	Codominant trunks at base; moderate dieback; in large planter.
284	Saucer magnolia	5,3,3,2	4	No	Moderate	Multiple attachments at base; slightly sparse crown; in large planter.
285	Crape myrtle	9	4	No	High	Multiple attachments at 7'; good form; in medium planter.
286	Crape myrtle	9	3	No	Moderate	Multiple attachments at 7'; crowded & one-sided NW.; in medium planter.
287	Ginkgo	10	4	No	Moderate	Slightly one-sided S. away from bldg.; in large planter.
288	Ginkgo	8	3	No	Moderate	Slight crook at 6'; town bowed E.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
289	Ginkgo	9	4	No	Moderate	Good form & structure; dieback in upper crown; in large planter.
290	Evergreen pear	10	4	No	Moderate	Multiple attachments at 6'; fair form & structure; in large planter.
291	Evergreen pear	10	3	No	Moderate	Multiple attachments at 6'; one-sided N.; in large planter.
292	Evergreen pear	9	3	No	Moderate	Multiple attachments at 6'; narrow form; in large planter.
293	Evergreen pear	8	3	No	Moderate	Growing on steep slope; leans NW.; in large planter.
294	Evergreen pear	6	2	No	Low	Small crown; close to bldg.; in large planter.
295	Japanese maple	7,6,6	4	No	Moderate	Multiple attachments at base; on terraced slope; high crown.
296	Loquat	7	4	No	Moderate	Narrow form; on terraced slope.
297	Japanese maple	6,5	4	No	Moderate	Codominant trunks at base; on terraced slope; high crown.
298	Japanese maple	3,3,3,2,2	4	No	Moderate	Multiple attachments at base; upright form; on steep slope.
299	Japanese maple	5,4,4,3	4	No	Moderate	Multiple attachments at base; on steep slope; high crown.
300	Japanese maple	6,1	3	No	Moderate	Fair form & structure; on steep slope.
301	Mock orange	5,4,3,2	3	No	Moderate	Multiple attachments at base; fair form & structure; on steep slope.
302	Mock orange	5	2	No	Low	Crowded; narrow form; dieback; on steep slope.
303	Japanese maple	3	3	No	Moderate	One-sided & leans E.; on steep slope.

Page 39

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
304	Japanese maple	3,3	4	No	Moderate	Codominant trunks at base; good form; on steep slope.
305	Fremont cottonwood	42	4	Yes	Moderate	Multiple attachments at 15'; good form; growing against & displaced stairs; root sprouts all over.
306	Valley oak	40	4	Yes	Moderate	Codominant trunks at 10'; one stem dominant; smaller stem forms lateral E.; twig dieback; in large planter but close to sidewalk.
307	Japanese maple	3,2	3	No	Moderate	Codominant trunks at base; small stem topped; leans W.; on steep slope.
308	Japanese maple	3,2	4	No	Moderate	Multiple attachments at base; good form; on steep slope.
309	Japanese maple	7,7	4	No	Moderate	Codominant trunks at base; leans E.; on steep slope.
310	Japanese maple	7,7,7,75,5	4	No	High	Multiple attachments at base; good form; on steep slope.
311	Plum	3,3,1	3	No	Moderate	Multiple attachments at 3'; large hedge; close to sidewalk & utilities.
312	Trident maple	7	3	No	Moderate	Multiple attachments at 10'; upright form.
313	Karo	3,3,2,2,1,1,1	3	No	Moderate	Multiple attachments at base; large shrub.
314	Karo	3,3,3,3,2,2,2,2,1,1,1	3	No	Moderate	Multiple attachments at base; large shrub.
315	Victorian box	6,6,6,5,5,4,4,3,3,2	3	No	Low	Multiple attachments at base; upright form; sparse crown.
316	Trident maple	6	2	No	Low	Multiple attachments at 10'; dead top.
317	Karo	3,2,2,2,2,1,1,1	3	No	Moderate	Multiple attachments at base; large shrub.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
318	Karo	2,1,1,1,1,1	2	No	Low	Multiple attachments at base; moderate dieback; large shrub.
319	Victorian box	5,4,4,3,2,2,2	3	No	Low	Multiple attachments at base; upright form; sparse crown.
320	Victorian box	4,4,4,3,3,3,2,2,1	3	No	Low	Multiple attachments at base; upright form; sparse crown.
321	Karo	2,2,2,1,1,1,1,1	3	No	Moderate	Multiple attachments at base; large shrub.
322	Karo	3,3,3,2,2,1,1,1	3	No	Moderate	Multiple attachments at base; large shrub.
323	Olive	16,9,8	4	Yes	High	Multiple attachments at 1'; good form & structure; dieback in upper crown; in large planter.
324	Evergreen pear	9	4	No	Moderate	Slight lean N.; good form, fair structure; in large planter.
325	Monterey pine	27	3	Yes	Low	One-sided S. away from bldg.; thin in upper crown; in large planter.
326	Southern magnolia	14	3	No	Moderate	Slightly one-sided SE. away from bldg.; twig dieback; in medium planter.
327	Southern magnolia	10	3	No	Moderate	Slightly one-sided SE. away from bldg.; twig dieback; in medium planter.
328	Southern magnolia	15	4	Yes	Moderate	Good form & structure; twig dieback; in medium planter.
329	Southern magnolia	11	3	No	Moderate	Crowded by #330; fair form & structure; in large planter.
330	Monterey pine	27	2	Yes	Low	Somewhat corrected lean S.; all weight outside base.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
331	Southern magnolia	14	4	No	Moderate	Slight crook at 10'; good form; in large planter.
332	Southern magnolia	9	3	No	Moderate	Suppressed; one-sided E.; in large planter.
333	Southern magnolia	11	3	No	Moderate	Slight lean E.; poor color; in large planter.
334	Southern magnolia	16	4	Yes	Moderate	Slightly one-sided E. away from bldg.; good form; in large planter.
335	Dogwood	4,4,4,3 ,3,3,2,2	4	No	Moderate	Multiple attachments at 2'; leans W.; twig dieback; in medium planter.
336	Pomelo	8	5	No	High	Multiple attachments at 7'; good form; in large planter.
337	Valley oak	9,8	5	Yes	High	Codominant trunks at 2; seam in attachment'; good form; in large planter.
338	Valley oak	9	4	No	Moderate	Codominant trunks at 8'; seam one-sided E.; twig dieback; in large planter.
339	Sweetgum	19	4	Yes	Moderate	Multiple attachments at 10'; upright form; twig dieback; displaced curb 5"; in large planter.
340	Coast redwood	22	4	Yes	Moderate	Good form & structure; browning in upper crown; in medium planter.
341	Coast redwood	21	3	Yes	Moderate	Narrow form; browning in upper crown; in medium planter.
342	Coast redwood	22	3	Yes	Moderate	One-sided N.; lost top; in medium planter.
343	London plane	6	2	No	Low	Poor form; extensive dieback; in medium planter.
344	London plane	6	2	No	Low	Extensive dieback; in medium planter.
345	London plane	6	3	No	Low	Small crown; moderate dieback; in medium
346	London plane	9	3	No	Moderate	Slight lean W.; narrow form; dieback; in medium planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
347	London plane	9,7	4	No	Moderate	Codominant trunks at 5'; narrow form; in medium planter.
348	London plane	12	4	No	High	Codominant trunks at 20'; good form; in medium planter.
349	London plane	12	4	No	Moderate	Codominant trunks at 20'; narrow form; in medium planter.
350	London plane	15	4	Yes	High	Codominant trunks at 20'; good form; in medium planter.
351	London plane	15	4	Yes	High	Good form; in medium planter.
352	London plane	13	4	No	Moderate	Narrow form; dieback; in medium planter.
353	London plane	12	4	No	Moderate	Slight lean W.; narrow form; dieback; in medium planter.
354	London plane	14	4	No	High	Multiple attachments at 10'; good form; in medium planter.
355	London plane	8	3	No	Moderate	Codominant trunks at 6'; fair form; in large planter.
356	London plane	10	4	No	Moderate	Codominant trunks at 10'; good form; slightly sparse crown; in large planter.
357	London plane	14	3	No	Moderate	Slight lean S.; good form; sparse crown; in large planter.
358	London plane	7	3	No	Low	Poor form; very sparse crown; in large planter.
359	London plane	12	4	No	Moderate	Slight lean S.; good form; sparse crown; in large planter but close to sidewalk.
360	London plane	15	4	Yes	High	Codominant trunks at 10'; good form & structure; in large planter but close to sidewalk.
361	London plane	9	3	No	Moderate	Codominant trunks at 10'; small, sparse crown; in large planter but close to sidewalk.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
362	London plane	14	4	No	Moderate	Slight lean SW.; good form; sparse crown; in large planter but close to sidewalk.
363	London plane	12	3	No	Moderate	Good form; sparse in upper crown; in large planter but close to sidewalk.
364	London plane	12	4	No	Moderate	Slight sweep in trunk at 10'; in large planter but close to sidewalk.
365	London plane	14	3	No	Low	Good form; very sparse crown; in large planter but close to sidewalk.
366	London plane	14	3	No	Moderate	Good form; sparse crown; in large planter but close to sidewalk.
367	London plane	11	3	No	Moderate	Good form; sparse in upper crown; in large planter but close to sidewalk.
368	London plane	16	4	Yes	Moderate	Good form; sparse crown; in large planter but close to sidewalk.
369	London plane	11	4	No	Moderate	Codominant trunks at 7'; good form; twig dieback; in medium planter.
370	London plane	10	3	No	Moderate	Small crown; twig dieback; in medium planter.
371	London plane	12	3	No	Moderate	Narrow form; sparse crown; in medium planter.
372	London plane	14	4	No	Moderate	Multiple attachments at 12'; good form; sparse crown; in large planter but close to sidewalk.
373	London plane	14	3	No	Low	Good form; very sparse crown; in large planter but close to sidewalk.
374	Coast redwood	31	3	Yes	Moderate	One-sided SE.; lost top; very dry; in medium planter.
375	Coast redwood	26,23	3	Yes	Moderate	Codominant trunks base; narrow form; dry in upper crown; in medium planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
376	Coast redwood	37	3	Yes	Moderate	Topped at 35'; good foliage density; in medium planter.
377	Coast redwood	20	3	Yes	Low	Narrow form; very dry foliage; in medium planter.
378	Coast redwood	33	3	Yes	Moderate	Lost top; dry; in medium planter.
379	Coast redwood	25,22	3	Yes	Moderate	Codominant trunks base; one-sided N.; dry in upper crown; in medium planter.
380	Removed	--	--	Yes	--	--
381	Coast redwood	15	3	Yes	Low	Crowded; poor form; dieback; in large planter.
382	Coast redwood	6	3	No	Low	Dead top; suppressed; in large planter.
383	White birch	9,6	3	No	Low	Codominant trunks at base; dead top; on steep slope.
384	White birch	10,7	3	No	Low	Codominant trunks at base; dead top; on steep slope.
385	Valley oak	38	2	Yes	Low	Multiple attachments at 15'; large wound w/ sulfur fungus S.; bee hive in cavity on W. stem; surrounded by compacted DG.
386	Victorian box	5,4,3,3,2,2,1,1	3	No	Low	Multiple attachments at 2'; upright form; moderate dieback; on steep slope.
387	Victorian box	4,4,1,1,1	3	No	Moderate	Multiple attachments at 1'; upright form; dieback; on steep slope.
388	Victorian box	4,4,3,2,2,1,1	3	No	Low	Multiple attachments at 1'; upright form; moderate dieback; on steep slope.
389	Victorian box	3,3,3,2,2,2,2	3	No	Moderate	Multiple attachments at 1'; upright form; dieback; on steep slope.
390	Victorian box	3,3,3,2,2,1,1	3	No	Moderate	Multiple attachments at 1'; fair form; dieback; on steep slope.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
391	Purpleleaf plum	3	4	No	High	Good young tree; a little dry; in large planter.
392	Purpleleaf plum	3	4	No	High	Good young tree; a little dry; in large planter.
393	Purpleleaf plum	3	4	No	Moderate	Good young tree; twig dieback; in large planter.
394	Flowering cherry	4,4,3,3	1	No	Low	All but dead; in large planter.
395	Italian cypress	18	5	Yes	High	Good form & structure; displaced sidewalk 2”; in small planter.
396	Ginkgo	8,7,6	4	No	Moderate	Multiple attachments at 4’; leans S.; dieback; in large planter.
397	Sweetgum	11	3	No	Low	Codominant trunks at 6’; very narrow attachment; in large planter but close to sidewalk.
398	Strawberry tree	7,7,7,6	4	No	Moderate	Multiple attachments at base; one-sided S.; in large planter but close to building.
399	Ginkgo	14	3	No	Moderate	Multiple attachments at 5’; crown bowed S.; moderate dieback; in large planter.
400	Ginkgo	13	4	No	Moderate	Codominant trunks at 5’; crown bowed S.; dieback; in large planter but close to sidewalk.
401	Ginkgo	12	4	No	Moderate	Very one-sided S.; in large planter.
402	Canary island pine	38	3	Yes	Moderate	High crown; one-sided W.; poor color.
403	Canary island pine	33	4	Yes	Moderate	Codominant trunks at 35’; narrow attachment; high crown.
404	Canary island pine	26	4	Yes	High	Good form & structure; in large planter.
405	Silk tree	13	3	No	Moderate	Codominant trunks at 5’; trunk wound from stem failure; upright form.
406	Coast redwood	21	3	Yes	Moderate	Lost top; crowded; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
407	Coast redwood	32	4	Yes	Moderate	Slight lean SW.; good Goliath density; in large planter.
408	Yew	13,5,4,4,3,3,3	4	Yes	Moderate	Multiple attachments at 3'; embedded wires; in large planter.
409	Red maple	6	5	No	High	Good young tree; in large planter.
410	Deodar cedar	14	5	No	High	Good form & structure; low crown; in large planter.
411	Yew	5,5,4,,3,3,3,3	3	No	Moderate	Multiple attachments at 3'; crown bowed W.; in large planter.
412	Deodar cedar	33	4	Yes	Moderate	Slight lean W.; slightly sparse crown; in large planter.
413	Deodar cedar	10	5	No	High	Good form & structure; narrow upper crown; in large planter.
414	Removed	--	--	Yes	--	--
415	Deodar cedar	38	4	Yes	Moderate	Corrected lean W.; lower limbs reduced; staring to break down wall; in raised planter.
416	Deodar cedar	35	4	Yes	Moderate	Multiple attachments at 20'; good form & structure; in raised planter.
417	Red maple	4	5	No	High	Good young tree; in large planter.
418	Valley oak	49	4	Yes	Moderate	Codominant trunks at 10'; base buried in fill w/ circular retaining wall; in medium planter.
419	Yew	7,6,5,5,4,3	3	No	Low	Multiple attachments at 3'; sparse crown; in large planter.
420	Red maple	6	5	No	High	Good young tree; in large planter.
421	Red maple	6	5	No	High	Good young tree; in large planter.
422	Yew	8,7,7,5,4,4	4	No	High	Multiple attachments at 3'; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
423	Coast redwood	48	3	Yes	Moderate	Lost top; slightly sparse in upper crown; base growing over utility box.
424	Coast redwood	17	3	Yes	Moderate	Crowded; narrow form; in large planter.
425	Coast redwood	39	3	Yes	Moderate	Lost top; slightly sparse crown; in large planter.
426	Coast redwood	33	3	Yes	Moderate	Lost top; narrow form; in large planter.
427	Coast redwood	18	3	Yes	Moderate	Crowded; pruned N. away from bldg.; in large planter.
428	Coast redwood	21	3	Yes	Moderate	Crowded; pruned N. away from bldg.; in large planter.
429	Canary island pine	26	3	Yes	Low	One-sided W.; sparse crown; in large planter but close to man hole.
430	Chinese pistache	4	4	No	Moderate	Good young tree: leaning NW.; in large planter.
431	Chinese pistache	5	4	No	High	Good young tree: slight lean NW.; in large planter.
432	Chinese pistache	5	5	No	High	Good young tree: in large planter.
433	Chinese pistache	5	5	No	High	Good young tree: in large planter.
434	Chinese pistache	5	5	No	High	Good young tree: in large planter.
435	Chinese pistache	6	5	No	High	Good young tree: in large planter.
436	Chinese pistache	4	5	No	High	Good young tree: in large planter.
437	Coast live oak	29	3	Yes	Moderate	Codominant trunks at 15'; pale trunk; stem removed S. w/ decay; in small planter.
438	Deodar cedar	35,24,14,13	3	Yes	Moderate	Multiple attachments at base; smaller stems lean N.; sparse crown; in large planter.
439	Chinese pistache	4	4	No	High	Good young tree: slight lean NW.; in large planter.
440	Chinese pistache	4	4	No	Moderate	Good young tree: leans NW.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
441	Chinese pistache	4	4	No	Moderate	Good young tree: leans NW.; in large planter.
442	Chinese pistache	6	5	No	High	Good young tree; in large planter.
443	Chinese pistache	5	3	No	Moderate	Partial failure; strong lean W.; in large planter.
444	Chinese pistache	5	5	No	High	Good young tree; in large planter.
445	Chinese pistache	5	5	No	High	Good young tree; in large planter.
446	Chinese pistache	3	4	No	Moderate	Crown bowed W.; in large planter.
447	Canary island pine	32	4	Yes	High	Upright form; high crown; in large planter.
448	Red oak	6	4	No	High	Upright form; slightly one-sided N.; in large planter.
449	Red oak	6	4	No	High	One-sided & bowed E.; in large planter.
450	Coast redwood	14	5	No	High	Good young tree; in large planter.
451	Coast redwood	7	4	No	High	Good young tree; slightly sparse crown; in large planter.
452	Coast redwood	29	4	Yes	Moderate	Upright pruned S. away from bldg.; in large planter but close to sidewalk.
453	Coast redwood	50	4	Yes	Moderate	Upright pruned S. away from bldg.; in medium planter & close to sidewalk.
454	Coast live oak	18	3	Yes	Low	Multiple attachments at 8'; small crown; good foliage density; in small planter surrounded by asphalt.
455	Water gum	7	4	No	Moderate	Slight lean S.; slightly sparse crown; in medium planter.
456	Water gum	8	4	No	High	Good form & structure; slightly sparse crown; in small planter.
457	Water gum	7	4	No	Moderate	Slight lean S.; slightly sparse crown; in small planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
458	Water gum	7	4	No	High	Good form & structure; slightly sparse crown; displaced curb 2”; in small planter.
459	Water gum	7	5	No	High	Good form & structure; in small planter.
460	Water gum	7	4	No	Moderate	Good form & structure; sparse crown; displaced curb 2”; in small planter.
461	Water gum	6	5	No	High	Good form & structure; in small planter.
462	Water gum	7	5	No	High	Good form & structure; in medium planter.
463	Crape myrtle	8	4	No	Moderate	Multiple attachments at 7’; slightly sparse crown; in small planter.
464	Crape myrtle	8	4	No	Moderate	Multiple attachments at 7’; slightly sparse crown; in small planter.
465	Crape myrtle	8	4	No	Moderate	Multiple attachments at 7’; slightly sparse crown; in small planter.
466	Water gum	7	5	No	High	Good form & structure; in medium planter.
467	Water gum	6	4	No	Moderate	Good form & structure; sparse crown; in medium planter.
468	Water gum	4	4	No	Moderate	Good form & structure; sparse crown; in small planter.
469	Water gum	6	4	No	Moderate	Good form & structure; sparse crown; in small planter.
470	Water gum	5	4	No	Moderate	Good form & structure; sparse crown; in small planter.
471	Water gum	4	4	No	Moderate	Good form & structure; sparse crown; in small planter.
472	Coast live oak	32	4	Yes	Moderate	Multiple attachments at 12’; good form & structure; in medium planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
473	Smoke tree	4,3,2,2	4	No	Moderate	Multiple attachments at 2'; topped; in large planter.
474	Smoke tree	3,3,3,1	4	No	Moderate	Multiple attachments at 2'; topped; in large planter.
475	Crape myrtle	8	4	No	Moderate	Multiple attachments at base; good form & structure; in large planter.
476	Japanese maple	3,3,2	4	No	Moderate	Multiple attachments at base; topped at 6'; in large planter.
477	Japanese maple	3,2	4	No	Moderate	Topped at 6'; basal wound; in large planter.
478	Japanese maple	2,2,1,1,1	4	No	Moderate	Multiple attachments at base; chewing damage; in large planter.
479	London plane	12	3	No	Moderate	Crowded; one-sided W.; in large, sunken planter.
480	London plane	11	3	No	Moderate	Crowded; narrow form; in large, sunken planter.
481	London plane	11	3	No	Moderate	Crowded; narrow form; in large, sunken planter.
482	London plane	12	3	No	Moderate	Crowded; one-sided W.; in large, sunken planter.
483	London plane	11	3	No	Moderate	Crowded; one-sided W.; in large, sunken planter.
484	London plane	11	3	No	Moderate	Crowded; one-sided W.; in large, sunken planter.
485	London plane	10	3	No	Moderate	Crowded; narrow form; in large, sunken planter.
486	London plane	13	3	No	Moderate	Crowded; one-sided & bowed W.; in large, sunken planter.
487	London plane	10	3	No	Moderate	Crowded; crook at 15'; crown bowed NE.; in large, sunken planter.
488	London plane	7	2	No	Low	Poor form & structure; in large, sunken planter.
489	London plane	9	3	No	Low	Crowded; leans NE.; small crown; in large, sunken planter.
490	London plane	12	3	No	Moderate	Crowded; upright form; in large, sunken planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
491	London plane	7	3	No	Low	Crowded; small crown; in large, sunken planter.
492	London plane	11	3	No	Moderate	Crowded; high crown; in large, sunken planter.
493	London plane	8	3	No	Low	Crowded; small crown; in large, sunken planter.
494	London plane	10	3	No	Moderate	Crowded; one stem topped; in large, sunken planter.
495	Lemon-scented gum	22	3	Yes	Moderate	Codominant trunks at 6'; leans N. away from bldg.
496	Bronze loquat	12	3	No	Moderate	Multiple attachments at 6'; one-sided W. away from bldg.; sparse in upper crown.
497	White birch	15	3	Yes	Moderate	Good form; basal cavity S.; sparse crown.
498	Japanese maple	4,3,3,2,2	4	No	High	Multiple attachments at 2'; one-sided NW.; in large planter.
499	Callery pear	11	3	No	Moderate	Leans W. away from bldg.; small, high crown; in medium planter.
500	Callery pear	13	3	No	Moderate	Codominant trunks at 8'; one-sided away from bldg.; in medium planter.
501	Callery pear	13	3	No	Moderate	Leans W. away from bldg.; high crown; in medium planter.
502	Japanese maple	3,3,2,2	4	No	High	Multiple attachments at 3'; good form; in large planter.
503	Coast live oak	34	4	Yes	Moderate	Codominant trunks at 8'; one stem upright, other stem forms lateral NW.; in medium planter.
504	Japanese maple	4,4	4	No	Moderate	Codominant trunks at 2'; trunk wound; twig dieback; in large planter.
505	Japanese maple	7	4	No	Moderate	Codominant trunks at 3'; narrow attachment; one-sided E. away from bldg.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
506	Crab apple	2	5	No	High	Good young tree; in large planter.
507	Coast live oak	34	4	Yes	Moderate	Codominant trunks at 10'; good form; dieback; base buried; in medium planter.
508	Chinese pistache	7	5	No	High	Good young tree; in medium planter.
509	Chinese pistache	7	4	No	High	Multiple attachments at 4'; good form, fair structure; in medium planter.
510	Chinese pistache	8,6	5	No	High	Codominant trunks at 3'; dense crown; in medium planter.
511	Chinese pistache	7	5	No	High	Multiple attachments at 5'; good form; in medium planter.
512	Removed	--	--	Yes	--	--
513	Coast redwood	36	4	Yes	High	Good form; minor dieback; in large planter.
514	Glossy privet	7,6,5,5	4	No	Moderate	Multiple attachments at base; one-sided S.; in large planter.
515	Coast redwood	54	4	Yes	Moderate	Multiple attachments in upper crown; good form; dieback; in large planter.
516	London plane	10	3	No	Low	Crowded; one-sided S.; moderate dieback; in large planter.
517	London plane	14	3	No	Moderate	Multiple attachments at 8'; one-sided E.; moderate dieback; in large planter but close to curb.
518	London plane	6	3	No	Low	Suppressed; one-sided NW.; moderate dieback; in large planter.
519	London plane	17	4	Yes	Moderate	Codominant trunks at 8'; good form; moderate dieback; displaced curb 3"; in large planter but close to curb.
520	London plane	9	3	No	Moderate	Crowded; bowed SW.; dieback; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
521	London plane	16	4	Yes	Moderate	Multiple attachments at 8'; good form; moderate dieback; displaced curb 3"; in large planter but close to curb.
522	London plane	13	4	No	High	Multiple attachments at 10'; good form; in medium planter.
523	London plane	14	4	No	High	Multiple attachments at 10'; good form; in medium planter.
524	Chinese elm	16	4	Yes	Moderate	Leans & one-sided S.; anthracnose canker; in medium planter.
525	Coast live oak	45	3	Yes	Moderate	Multiple attachments at 15'; strong lean W. w/ base outside drip line; wry one-sided SW.; in medium planter.
526	Bottle tree	23	3	Yes	Moderate	Multiple attachments at 7'; fair structure; moderate dieback; in large planter.
527	Coast live oak	11	5	Yes	High	Good form & structure; in large planter.
528	Coast live oak	11	3	Yes	Moderate	Good form & structure; very sparse crown; in large planter.
529	Coast live oak	13	5	Yes	High	Good form & structure; in large planter.
530	Mexican fan palm	27	5	Yes	High	Good form & structure; 30' of brown trunk; in medium planter.
531	Victorian box	8,8,4,4	3	No	Moderate	Multiple attachments at 2'; one-sided SE.; in large planter but close to wall.
532	Victorian box	7,6,5,5	3	No	Moderate	Multiple attachments at 2'; pruned W.; one-sided E.; in large planter but close to wall.
533	Victorian box	8,7,6,4	3	No	Moderate	Multiple attachments at base; pruned W.; one-sided E.; in large planter but close to wall.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
534	Victorian box	8,8,7,3	3	No	Moderate	Multiple attachments at base; upright form; in medium planter but close to wall.
535	Victorian box	6,6,4,3	3	No	Moderate	Multiple attachments at base; upright form; in medium planter but close to wall.
536	Victorian box	5,4,3	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
537	Victorian box	6,5,3	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
538	Victorian box	6,4,4,3	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
539	Victorian box	4,4,3,2	3	No	Moderate	Multiple attachments at base; small crown; in medium planter but close to wall.
540	Victorian box	2,2,1,1,1	2	No	Low	Multiple attachments at base; small crown; moderate dieback; in medium planter but close to wall.
541	Victorian box	5,3,2,1,1	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
542	Victorian box	3,2,2,2,2,2	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
543	Victorian box	5,4,4,4	3	No	Low	Multiple attachments at base; narrow form; dieback; in medium planter but close to wall.
544	Victorian box	4,3	2	No	Low	Multiple attachments at base; narrow form; moderate dieback; in medium planter but close to wall.
545	Victorian box	6,4,1,1	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
546	Victorian box	5,4,3	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
547	Victorian box	6,5,4,4	3	No	Moderate	Multiple attachments at 1'; narrow form; in medium planter but close to wall.
548	Victorian box	4,3,2,2	3	No	Moderate	Multiple attachments at 1'; narrow form; in medium planter but close to wall.
549	Victorian box	4,3,2	3	No	Moderate	Multiple attachments at 1'; leans E.; in medium planter but close to wall.
550	Victorian box	3,3,2	3	No	Low	Multiple attachments at base; leans E.; dieback; in medium planter but close to wall.
551	Victorian box	1,1,1	4	No	Moderate	Multiple attachments at base; new planting; in medium planter but close to wall.
552	Victorian box	3,3	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
553	Victorian box	5,4,3	3	No	Moderate	Multiple attachments at base; slight lean E.; in medium planter but close to wall.
554	Victorian box	4,3,3,3,2	3	No	Moderate	Multiple attachments at base; narrow form; in medium planter but close to wall.
555	Victorian box	9,4	3	No	Moderate	Multiple attachments at base; corrected lean E.; in medium planter but close to wall.
556	Victorian box	5,3,3,2	3	No	Moderate	Multiple attachments at base; corrected lean E.; in medium planter but close to wall.
557	Victorian box	3,3,3,1	3	No	Low	Multiple attachments at base; narrow form; poor color; in medium planter but close to wall.
558	Victorian box	2,2,1,1,1	3	No	Low	Multiple attachments at base; one-sided E.; poor color; in medium planter but close to wall.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
559	Victorian box	5,3,2,1	3	No	Low	Multiple attachments at base; one-sided E.; poor color; in medium planter but close to wall.
560	Victorian box	6,5	3	No	Low	Codominant trunks at base; one-sided E.; poor color; in medium planter but close to wall.
561	Victorian box	6,5	2	No	Low	Codominant trunks at base; leans N.; extensive dieback; in medium planter but close to wall.
562	Coast live oak	34	3	Yes	Moderate	Codominant trunks at 10’; stem removed W.; active bee hive in n . stem at 12’; in medium planter.
563	Calif. bay	5,5,4	3	No	Moderate	Multiple attachments at base; leans S.; sunscald; in medium planter.
564	Calif. bay	5,5,3	3	No	Moderate	Multiple attachments at base; extensive dieback; in medium planter.
565	Coast live oak	38	3	Yes	Moderate	Codominant trunks at 8’; good form & structure; growing against structure S.; surrounded by asphalt.
566	Bottlebrush	13	3	No	Low	Codominant trunks at 5’; stems splitting apart; in medium planter.
567	Bottlebrush	13	3	No	Moderate	Multiple attachments at 7’; slight lean N.; in medium planter.
568	Bottlebrush	11	2	No	Low	Poor form & structure; in medium planter.
569	Bottlebrush	8	4	No	Moderate	Good form & structure; in medium planter.
570	Chinese elm	18	4	Yes	High	Codominant trunks at 8’; good form & structure; in large planter.
571	Chinese elm	19	4	Yes	High	Codominant trunks at 8’; good form & structure; one-sided W.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
572	Chinese elm	2	4	No	High	Good young tree; slight lean W.; in large planter.
573	Chinese elm	5	4	No	High	Multiple attachments at 6'; good young tree m; in large planter.
574	Chinese elm	2	3	No	Low	Good young tree; very dry; in large planter.
575	Chinese elm	4	4	No	Moderate	Leans W.; slightly sparse crown; in large planter.
576	Chinese elm	6,6,5	4	No	Moderate	Multiple attachments at base; good form; in large planter but close to drive.
577	Valley oak	50	4	Yes	Moderate	Multiple attachments at 15'; one-sided W./pruned E.; in large planter.
578	Coast live oak	7	4	No	Moderate	Good young tree; slightly sparse crown; in large planter.
579	Coast live oak	7	3	No	Moderate	Good young tree; sparse crown; in large planter.
580	Coast live oak	6,5	3	No	Moderate	Good young tree; sparse crown; in large planter.
581	Coast live oak	6	4	No	Moderate	Good young tree; slightly sparse crown; in large planter.
582	Coast live oak	7	3	No	Moderate	Good young tree; sparse crown; in large planter.
583	Coast live oak	10	5	Yes	High	Good young tree; in large planter.
584	Coast redwood	25	2	Yes	Low	**No tag;** good form; sparse crown; in large planter.
585	Coast live oak	36	3	Yes	Low	**No tag**; poor form & structure; cavities w/ decay; dead top; in large planter.
586	Red oak	16	4	Yes	High	Good form & structure; slightly sparse in upper crown; in small planter.
587	Red oak	8	4	No	Moderate	Fair form & structure; slightly sparse in upper crown; in small planter.

Page 37

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
588	Sweetgum	21	4	Yes	Moderate	Codominant trunks at 8'; upright form; included bark; in large planter but close to sidewalk.
589	Bottlebrush	19	4	Yes	Moderate	Codominant trunks at 4'; included bark; in large planter.
590	Bottlebrush	19	4	Yes	Moderate	Codominant trunks at 7'; included bark; in large planter.
591	Sweetgum	16	3	Yes	Low	Upright form; decay in N. stem at 15'; in large planter but close to sidewalk.
592	Sweetgum	14	3	No	Low	Narrow form; topped; in large planter but close to sidewalk.
593	Sweetgum	14	3	No	Low	Fair form & structure; in large planter but close to sidewalk.
594	Sweetgum	19	3	Yes	Low	Narrow form; decay at 8'; history of branch failures; in large planter but close to sidewalk.
595	Sweetgum	18	3	Yes	Moderate	Upright, narrow form; in large planter but close to sidewalk.
596	Sweetgum	21	3	Yes	Moderate	Codominant trunks at 6'; one stem dominant; history of branch failure; displaced sidewalk 4"; in large planter but close to sidewalk.
597	Sweetgum	18	3	Yes	Moderate	Codominant trunks at 6'; narrow form; in large planter but close to sidewalk.
598	Sweetgum	9	3	No	Low	Crowded; small crown; in large planter but close to sidewalk.
599	Sweetgum	16	3	Yes	Moderate	Upright, narrow form; in large planter but close to sidewalk.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
600	Sweetgum	18	3	Yes	Moderate	Codominant trunks at 10'; narrow form; decay in small branch N.; in large planter but close to sidewalk.
601	Bottlebrush	19	3	Yes	Low	Codominant trunks at 5'; stems splitting apart; Ganoderma in attachment; in large planter.
602	Bottlebrush	13	3	No	Low	Multiple attachments at 7'; one-sided SE.; moderate dieback; in large planter.
603	Raywood ash	9	4	No	High	Multiple attachments at 7'; good form; in medium island.
604	Raywood ash	8	4	No	High	Multiple attachments at 7'; good form; in small island.
605	Raywood ash	6	4	No	High	Multiple attachments at 7'; good form; in small island.
606	Chinese pistache	12	4	No	High	Multiple attachments at 8'; narrow attachment; good form, fair structure; in small island.
607	Chinese pistache	13	4	No	High	Codominant trunks at 6'; good form & structure; in small island.
608	Chinese pistache	9	3	No	Moderate	Codominant trunks at 7'; small crown; in small island.
609	Chinese pistache	12	4	No	High	Codominant trunks at 6'; good form & structure; in small island.
610	Sweetgum	10	3	No	Moderate	Codominant trunks at 8'; fair form & structure; in medium island.
611	Ginkgo	12,11	3	Yes	Moderate	Codominant trunks at 4' & 5''; leans E.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
612	Ginkgo	9,8,7,6,3	3	Yes	Moderate	Multiple attachments at base; leans W.; in large planter.
613	Sweetgum	11	3	No	Moderate	Codominant trunks at 6'; crown bowed W.; in large planter.
614	Ginkgo	11	4	No	Moderate	Multiple attachments at 5'; upright, narrow form; in large planter.
615	Coast redwood	9	5	No	High	Good young tree; in large planter.
616	Coast redwood	10	5	No	High	Good young tree; in large planter.
617	Ginkgo	8,6,4,4,4	4	No	Moderate	Multiple attachments at 2'; upright, narrow form; in large planter.
618	Glossy privet	2,2,1,1,1,	3	No	Moderate	Multiple attachments at base; large shrub; in large planter.
619	Coast redwood	28	3	Yes	Moderate	Lost top; one-sided NW.; in large planter.
620	Coast redwood	38	4	Yes	Moderate	Sparse in upper crown; displaced curb & asphalt 6"; in large planter but at back of curb.
621	Coast redwood	28	3	Yes	Moderate	Upright form; sparse mid-crown; in large planter.
622	Ginkgo	7	4	No	Moderate	Multiple attachments at 5'; slight lean W.; in small island.
623	Ginkgo	10,9	3	No	Moderate	Codominant trunks at base; close to building & curb; in small island.
624	Coast live oak	15,12,11,11, 10	4	Yes	Moderate	Multiple attachments at 1'; good form & structure; in medium island.
625	Bottle tree	32	4	Yes	Moderate	Multiple attachments at 5'; mostly upright; in large planter.
626	Bottle tree	14	2	No	Low	Upright form; dead top; in small space.

Page 61

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
627	Canary island pine	30	4	Yes	Moderate	Upright form; one-sided W.; in medium island.
628	Canary island pine	32	4	Yes	Moderate	Upright form; very one-sided SE.; in medium
629	Holly oak	11	1	No	Low	Mostly dead; in medium island.
630	Holly oak	17	4	Yes	Moderate	Multiple attachments at 5'; epicormics; in medium island.
631	Raywood ash	8	2	No	Low	Multiple attachments at 7'; leans N.; moderate dieback; in small island.
632	Coast live oak	30	2	Yes	Low	Codominant trunks at 8'; sulfur fungus in cavity W.; cabled; in medium island.
633	Holly oak	6	2	No	Low	Largely dead; dieback; in small island.
634	Coast live oak	17	3	Yes	Moderate	Codominant trunks at 10'; moderate dieback; in medium island.
635	Sweetgum	16	4	Yes	Moderate	Multiple attachments at 7'; upright form; dense crown; in small island.
636	Canary island pine	19	2	Yes	Low	Lean S.; soil mounded on tension side; small crown; in large planter.
637	Red oak	4	4	No	High	Crown bowed SW.; in large planter.
638	Red oak	4	4	No	High	Good form & structure; twig dieback in upper crown; in large planter.
639	Coast live oak	29	3	Yes	Low	Codominant trunks at 10'; one-sided S.; sparse crown; in large planter.
640	Coast live oak	50	3	Yes	Low	Multiple attachments at 10'; crown bowed S.; cabled; preserved in large tree well.
641	Coast live oak	22	3	Yes	Moderate	Codominant trunks at 8'; one-sided SW.; dieback; in medium island but close to curb.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
642	Coast live oak	38	3	Yes	Moderate	Multiple attachments at 7'; leans S.; displaced sidewalk 4"; in large island but close to sidewalk.
643	Mayten	10	3	No	Moderate	Multiple attachments at 6'; crowded & one-sided W.; dieback; in large island.
644	Mayten	8	3	No	Low	Upright form; moderate dieback; in large island.
645	Coast live oak	31	3	Yes	Moderate	Codominant trunks at 12'; most weight NW.; displaced sidewalk 1"; in large small & close to sidewalk.
646	African fern pine	15	3	Yes	Low	Multiple attachments at 12'; one-sided W.; moderate dieback; in medium planter.
647	African fern pine	15	4	Yes	Moderate	**No tag,** in atrium; multiple attachments at 12'; one-sided NW.; in medium planter.
648	Bottlebrush	10,8	3	No	Moderate	Codominant trunks at 3'; one-sided E. away from bldg.; dieback; in medium planter.
649	Callery pear	13	3	No	Low	Codominant trunks at 8'; one-sided E. away from bldg.; poor form & structure; in medium planter.
650	Callery pear	9	2	No	Low	One-sided E. away from bldg.; not much remains; in medium planter.
651	Callery pear	11	3	No	Moderate	Codominant trunks at 8'; fair form & structure; in small island.
652	Chinese pistache	8	5	No	High	Multiple attachments at 6'; good form & structure; in large planter.
653	Crab apple	2,1,1,1,1	4	No	High	Good young tree; in large planter.
654	Crab apple	4	4	No	High	Good young tree; one-sided S.; in large planter.
655	Valley oak	14	4	Yes	High	Codominant trunks at 5'; one-sided S. away from bldg.; in large planter but close to bldg.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
656	Australian frangipani	7	1	No	Low	Upright form; mostly dead; in large planter but close to bldg.
657	Australian frangipani	11	3	No	Moderate	One-sided S. away from bldg.; in large planter but close to bldg.
658	Chinese pistache	5	3	No	Moderate	Crowded l; one-sided S.; in large planter.
659	Chinese pistache	7	5	No	High	Codominant trunks at 7'; good young tree; surface roots; in large planter.
660	Callery pear	9	3	No	Moderate	Multiple attachments at 5'; leans SW.; in large planter.
661	Callery pear	9	3	No	Moderate	Multiple attachments at 5'; leans W.; in large planter.
662	Callery pear	4	2	No	Low	Crowded; very one-sided W.; in large planter.
663	Callery pear	10	3	No	Low	Multiple attachments at 7'; embedded stake tie; one-sided W.; in large planter.
664	Japanese maple	4,4,3,2,2,2	3	No	Low	Multiple attachments at base; crowded & one-sided NW.; in large planter.
665	Japanese maple	6,5,5,4,4	3	No	Moderate	Multiple attachments at base; crowded but mostly upright; in large planter.
666	Japanese maple	7,6,4,4	3	No	Low	Multiple attachments at base; some stems dead; in large planter.
667	Japanese maple	6,5,4,4	3	No	Moderate	Multiple attachments at base; crowded & one-sided E.; in large planter.
668	Manna gum	29	3	Yes	Moderate	Multiple attachments at 12'; upright form; basal wounds; in large planter.
669	Callery pear	12	3	No	Low	Suppressed; one-sided W.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
670	Manna gum	42	4	Yes	Moderate	Multiple attachments at 12'; slight lean W.; cable in upper crown starting to girdle stem; in large
671	Victorian box	6,5,5,4,4,3,3,3	3	No	Low	Multiple attachments at base; upright form; moderate dieback; in large planter.
672	Victorian box	6,6,4,3,2,2,2,2	3	No	Moderate	Multiple attachments at base; upright form; dieback; in large planter.
673	Victorian box	3,2,2,2,2,1	3	No	Low	Multiple attachments at base; upright form; moderate dieback; in large planter.
674	Victorian box	3,3,3,2,2,2	3	No	Moderate	Multiple attachments at base; upright form; dieback; in large planter.
675	Saucer magnolia	5,5,4,2,2	4	No	Moderate	Multiple attachments at base; narrow form; dieback; in large planter.
676	Saucer magnolia	3,3,3,2,2	3	No	Moderate	Multiple attachments at base; moderate dieback; in large planter.
677	Saucer magnolia	5,5,4,4,3,2,2	3	No	Moderate	Multiple attachments at base; sparse crown; in large planter.
678	Holly oak	10,9,8	4	Yes	Moderate	Codominant trunks at 1'; one-sided S. away from bldg.; in large planter.
679	Australian frangipani	8	3	No	Low	Upright form; sparse crown.; in large planter but close to bldg.
680	Australian frangipani	8	3	No	Moderate	Multiple attachments at 8'; good form; moderate dieback; in large planter.
681	Camphor	24	4	Yes	Moderate	Multiple attachments at 7'; slightly one-sided W.; dieback; in large planter.
682	Camphor	19	3	Yes	Moderate	Multiple attachments at 6'; crowded w/ narrow form; dieback; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
683	Manna gum	55	4	Yes	Moderate	Codominant trunks at 10'; good, upright form; laterals reduced; in large planter.
684	Camphor	11	3	No	Moderate	Multiple attachments at 6'; crowded; dieback; in large planter.
685	Evergreen pear	9	3	No	Low	Multiple attachments at 7'; leans N.; dieback; in large planter.
686	Evergreen pear	6	3	No	Low	Crowded; leans N.; dieback; in large planter.
687	Evergreen pear	5	3	No	Low	Crowded; leans N.; dieback; in large planter.
688	Removed	--	--	Yes	--	--
689	Victorian box	5,3,3,2,2,2	3	No	Moderate	Multiple attachments at base; slight lean E.; twig dieback; in medium planter.
690	Victorian box	3,1,1,1,1	3	No	Moderate	Multiple attachments at base; crowded w/ narrow form; twig dieback; in medium planter.
691	Victorian box	4,3,1,1,1,1	3	No	Moderate	Multiple attachments at base; one-sided SW.; twig dieback; in medium planter.
692	Victorian box	4,4,2	3	No	Low	Codominant trunks at base; crowded & very one-sided N.; twig dieback; in medium planter.
693	Victorian box	4,3,3,2	3	No	Moderate	Multiple attachments at base; upright form; twig dieback; in medium planter.
694	Victorian box	4,2,2,2,2	3	No	Moderate	Multiple attachments at base; one-sided NE.; twig dieback; in medium planter.
695	Victorian box	3,3,2,2,2	3	No	Moderate	Multiple attachments at base; upright form; twig dieback; in medium planter.
696	Mexican fan palm	17	5	Yes	High	Good form & structure; 25' of brown trunk; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
697	Golden yellow trumpet tree	9	4	No	Moderate	Multiple attachments at 7'; fair form & structure; in large planter.
698	Camphor	23	3	Yes	Moderate	Multiple attachments at 8'; good form; long laterals W.; sparse crown; in large planter.
699	Camphor	22	3	Yes	Moderate	Multiple attachments at 8'; one-sided NW.; sparse crown; in large planter.
700	Camphor	22	3	Yes	Moderate	Multiple attachments at 8'; slight lean SE.; in large planter.
701	Willowleaf peppermint	39	3	Yes	Moderate	Codominant trunks at 25'; one-sided & leans NW.in large planter but growing against/destroyed utility box.
702	Willowleaf peppermint	32	3	Yes	Low	Codominant trunks at 25'; one stem w/ strong lean W.; narrow form; in large planter.
703	Willowleaf peppermint	44	3	Yes	Moderate	Multiple attachments at 10'; one-sided & bowed W.; in large planter.
704	Willowleaf peppermint	33	4	Yes	Moderate	Multiple attachments at 25'; one-sided E.; in large planter.
705	Chinese elm	22	4	Yes	Moderate	Multiple attachments at 8'; one-sided NW.; in large planter but very close to bldg.
706	Saucer magnolia	3,3,2,2,2	3	No	Moderate	Multiple attachments at base; one-sided S.; dieback; in large planter.
707	Saucer magnolia	6,4,3,3,3	3	No	Moderate	Multiple attachments at base; one-sided E.; dieback; in large planter.
708	Saucer magnolia	3,2,2	2	No	Low	Small crown; dieback; in large planter.
709	Saucer magnolia	5,4	4	No	Moderate	Codominant trunks at 3'; good form; dieback; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
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TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
710	Victorian box	6,5,4,4,4,3,3	3	No	Moderate	Multiple attachments at base; upright form; stem failed W.; in large planter.
711	Victorian box	5,5,4,4,4,3,3 ,3,3	3	No	Moderate	Multiple attachments at base; upright form; twig dieback; in large planter.
712	Karo	3,2,1,1,1	4	No	High	Multiple attachments at base; large shrub; in large planter.
713	Blackwood acacia	20	3	Yes	Low	Codominant trunks at 12'; poor structure; in large planter.
714	Karo	2,2,2,1,1,1	5	No	High	Multiple attachments at base; large shrub; in large planter.
715	Karo	2,2,1,1	5	No	High	Multiple attachments at base; large shrub; in large planter.
716	Victorian box	6,4,3,2,2	3	No	Low	Multiple attachments at base; upright form; moderate dieback; in large planter.
717	Victorian box	4,3,3,3,2,2	3	No	Moderate	Multiple attachments at base; upright form; dieback; in large planter.
718	Victorian box	4,4,4,4,3,3,2	3	No	Moderate	Multiple attachments at base; upright form; dieback; in large planter.
719	Manna gum	70	4	Yes	Moderate	Multiple attachments at 15'; good, upright form; slightly sparse crown; in large planter.
720	London plane	17	4	Yes	Moderate	Multiple attachments at 10'; narrow form; in large planter but close to sidewalk.
721	London plane	16	4	Yes	Moderate	Multiple attachments at 7'; one-sided S.; in large planter but close to bldg.
722	London plane	6	3	No	Moderate	Crowded l; leans S.; in large planter but close to patio.

Page 61

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
723	London plane	8	4	No	High	Small crown; slight lean W.; in large planter but close to patio.
724	London plane	10	4	No	High	Slight lean W.; displaced patio 3”; in large planter but close to patio.
725	African fern pine	5	3	No	Moderate	One-sided E. away from bdg.; in large planter but very close to bldg.
726	African fern pine	6	3	No	Moderate	One-sided E. away from bldg.; in large planter but very close to bldg.
727	African fern pine	4	4	No	Moderate	Small crown.; in large planter but very close to
728	Western sycamore	18	4	Yes	High	Slight lean SW.; good form & structure; in large planter.
729	African fern pine	2	3	No	Moderate	Suppressed; slight sweep in trunk; in large planter but very close to bldg.
730	African fern pine	3	3	No	Moderate	Suppressed; one-sided S.; in large planter but very close to bldg.
731	Japanese maple	4,3,3	4	No	High	Multiple attachments at 2’; good form; twig dieback; in medium planter.
732	London plane	14	4	No	Moderate	Multiple attachments at 10’; fair form; displaced patio 3”; surrounded by patio.
733	London plane	15	4	Yes	Moderate	One-sided SW.; displaced patio 6”; surrounded by patio.
734	London plane	7	4	No	Moderate	Slight lean & nw sided SW.; in small planter.
735	London plane	5	4	No	Moderate	Slight crook in upper crown; in medium planter.
736	London plane	8	4	No	Moderate	Good form & structure; in large planter but close to patio.
737	Crape myrtle	5	4	No	High	Narrow form; in medium planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
738	Crape myrtle	5	4	No	High	Narrow form; in medium planter.
739	Crape myrtle	5	4	No	High	Narrow form; Slightly one-sided N.; in medium planter.
740	Chinese elm	30	4	Yes	Moderate	Codominant trunks at 6''; fair form & structure; displaced asphalt 8"; surrounded by asphalt.
741	Japanese maple	4,4,4,4,4,3,3,2	5	No	High	Multiple attachments at 3'; good form; in large planter.
742	Japanese maple	4,4,4,3,3,2,2	4	No	High	Multiple attachments at 3'; good form; twig dieback; in large planter.
743	Evergreen pear	10	4	No	Moderate	Multiple attachments at 7'; fair form & structure; in large planter.
744	Japanese maple	6,6,6,5,5,4,4,4	5	No	High	Multiple attachments at 3'; good form; minor dieback; in large planter.
745	Crape myrtle	5	5	No	High	Multiple attachments at 4'; good form; in large planter.
746	Coast live oak	23	5	Yes	High	Multiple attachments at 7'; good form & structure; in large planter.
747	Removed	--	--	No	--	--
748	Citrus	4,3,3	4	No	Moderate	One-sided W.; close to bldg.; in small planter.
749	Pomelo	2,2,2,1,1	3	No	Moderate	One-sided W.; fair structure; close to bldg.; in small planter.
750	Key lime	4,3,2,2,1	4	No	Moderate	One-sided & leans W.; fair structure; close to bldg.; in small planter.
751	Citrus	3,3,3,3	3	No	Moderate	One-sided W.; fair structure; close to bldg.; in small planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
752	Chinese elm	16	3	Yes	Moderate	Multiple attachments at 7'; good form; sparse crown.; in medium planter.
753	Chinese elm	9	3	No	Moderate	Codominant trunks at 7'; good form; sparse crown.; in medium planter.
754	Bottlebrush	8,6,5,4	3	No	Moderate	Multiple attachments at base; one-sided NW.; Ganoderma; in large planter.
755	Coast live oak	27	4	Yes	Moderate	Multiple attachments at 10'; good form; one stem forms lateral SW.; in medium island.
756	Coast live oak	19	3	Yes	Moderate	Multiple attachments at 10'; good form; dieback; in medium island.
757	Bottlebrush	6	3	No	Moderate	Fair form & structure; in medium island.
758	Red ironbark	24	3	Yes	Moderate	Narrow form; moderate dieback; in medium island.
759	Water gum	2	3	No	Moderate	Small, sparse crown; in medium island.
760	Water gum	3	3	No	Low	Small, sparse crown; leans E.; in medium island.
761	Water gum	7	4	No	Moderate	Good form & structure; slightly sparse crown; in medium island.
762	Water gum	7	3	No	Moderate	Good form & structure; sparse crown; in medium island.
763	Water gum	7	4	No	Moderate	Good form & structure; slightly sparse crown; in medium island.
764	Water gum	4,3,3	3	No	Moderate	Good form & structure; sparse crown; in medium island.
765	Water gum	4	3	No	Moderate	Good form & structure; sparse crown; in medium island.
766	Water gum	4	4	No	Moderate	Good form & structure; slightly sparse crown; in medium island.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
767	Water gum	4	3	No	Moderate	Good form & structure; sparse crown; in medium island.
768	Water gum	3	3	No	Moderate	Good form & structure; sparse crown; in medium island.
769	Removed	--	--	No	--	--
770	Water gum	4	3	No	Moderate	Good form & structure; slightly sparse crown; in medium island.
771	Water gum	4	3	No	Moderate	Good form & structure; slightly sparse crown; in medium island.
772	Water gum	4	3	No	Moderate	Good form & structure; sparse crown; in medium island.
773	Water gum	2	3	No	Moderate	Good form & structure; sparse crown; in medium island.
774	Water gum	3	3	No	Moderate	Good form & structure; sparse crown; in medium island.
775	Water gum	3	4	No	Moderate	Good form & structure; slightly sparse crown; in medium island.
776	Coast redwood	19	3	Yes	Moderate	Good form & structure; sparse crown; in medium island.
777	Removed	--	--	No	--	--
778	Chinese elm	2	5	No	High	Upright, narrow form; in large planter.
779	Bottlebrush	13	3	No	Moderate	Multiple attachments at 6'; fair form & structure; in large island.
780	Bottlebrush	14	3	No	Moderate	Multiple attachments at 6'; fair form & structure; in large island.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
781	Evergreen pear	7,5,4	3	No	Moderate	Multiple attachments at 3'; upright form; dieback; in large island.
782	Evergreen pear	8	2	No	Low	**No tag,** in courtyard; declining; in medium island.
783	Evergreen pear	9	3	No	Moderate	**No tag**, in courtyard; fair form & structure; in medium island.
784	Evergreen pear	6	2	No	Low	**No tag,** in courtyard; small, sparse crown; in medium island.
785	Evergreen pear	8	3	No	Moderate	**No tag,** in courtyard; fair form & structure; in medium island.
786	Southern magnolia	17	2	Yes	Low	**No tag,** in courtyard; dead top; in medium island.
787	Evergreen pear	11	3	No	Moderate	Multiple attachments at 7'; fair form & structure; in medium island.
788	American elm	38	2	Yes	Low	Codominant trunks at 10'; moderate dieback; fill at base; displaced asphalt 6"; in medium island.
789	Silver dollar gum	15	3	Yes	Moderate	Suppressed; crown bowed NW.; crown reduced; in medium island.
790	Silver dollar gum	24	4	Yes	Moderate	Good form & structure; slightly sparse crown; in medium island.
791	Silver dollar gum	19	3	Yes	Moderate	Multiple attachments at 8'; topped; in medium island.
792	River she-oak	25	4	Yes	High	Good, upright form & structure; in large island.
793	Valley oak	9	4	No	Moderate	Narrow form; dieback; in medium island.
794	Coast redwood	8	5	No	High	Good young tree; in large planter.
795	Olive	17,13	3	Yes	Moderate	Codominant trunks at 1'; crack forming in attachment; dieback; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
796	Olive	15	3	Yes	Moderate	One stem remains; dieback; in large planter.
797	Coast redwood	4	3	No	Moderate	Good form; sparse crown; in large planter.
798	Olive	15,12	4	Yes	Moderate	Codominant trunks at 3'; crack one-sided W. M; dieback; in large planter.
799	Coast redwood	4	3	No	Moderate	Good form; sparse crown; in large planter.
800	Coast redwood	4	3	No	Moderate	Good form; sparse crown; in large planter.
801	Coast live oak	33	4	Yes	Moderate	Codominant trunks at 5' & 10'; seam in attachment; good form, fair structure; in large island.
802	Olive	17,13	4	Yes	Moderate	Codominant trunks at 4'; upright form; twig dieback; in medium planter but close to curb.
803	Olive	25	4	Yes	Moderate	Codominant trunks at 6'; upright form; dieback in upper crown; in medium planter but close to curb.
804	Blue Atlas cedar	20	4	Yes	Moderate	Multiple attachments at 10'; upright form; in large planter.
805	Removed	--	--	Yes	--	--
806	Red oak	1	0	No	--	Dead.
807	Coast redwood	2	3	No	Moderate	Good form; sparse crown; in large planter.
808	Coast live oak	13,13,11,9	4	Yes	High	Multiple attachments at base; stems lean away from each other; in large planter.
809	Coast live oak	9,7,5	3	Yes	Moderate	Multiple attachments at 3'; narrow form; in large planter.
810	Olive	19	4	Yes	Moderate	Codominant trunks at 15'; upright form; dieback; in large planter.
811	Olive	18	3	Yes	Low	Crown bowed W.; dieback in upper crown; in large planter.

Page J-1.82

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The P.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
812	Olive	20	4	Yes	High	Codominant trunks at 8'; good, upright form; dieback; in large planter.
813	Olive	12,11	3	Yes	Moderate	Codominant trunks at 2'; northern stem w/ sunscald; dieback; in large planter but close to utilities.
814	Hollywood juniper	4,4,3,3	3	No	Moderate	Multiple attachments at base; narrow form; in large planter but against wall.
815	Victorian box	4,3,3,2,2	3	No	Moderate	Multiple attachments at base; twig dieback; in large planter.
816	Victorian box	6,4,4,2	3	No	Low	Multiple attachments at base; one stem dead; in large planter.
817	Removed	--	--	Yes	--	--
818	Red oak	5	5	No	High	Good young tree; in large planter.
819	Red oak	5	5	No	High	Good young tree; in large planter.
820	Red ironbark	29	4	Yes	Moderate	Codominant trunks at 20'; good form; dieback; in large island.
821	Removed	--	--	Yes	--	--
822	Removed	--	--	No	--	--
823	Coast redwood	7	5	No	High	Good form & structure; in large planter.
824	Coast live oak	6	5	No	High	Good form & structure; in large planter.
825	Coast live oak	11	5	Yes	High	Multiple attachments at 7'; good form & structure; in large planter.
826	Raywood ash	22	3	Yes	Low	Multiple attachments at 10'; moderate dieback; in large planter but against sidewalk.

Page J-1.826

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
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Division of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
827	Coast redwood	8	2	No	Low	Good form & structure; minor dieback; in large planter; topped at 10'.
828	Coast redwood	6	4	No	High	Good form & structure; minor dieback; in large planter.
829	Ginkgo	7	1	No	Low	Dead top; in large planter.
830	Coast redwood	4	5	No	High	Good form & structure; in large planter.
831	Coast redwood	30	3	Yes	Moderate	Good form & structure; sparse crown; in medium planter.
832	Coast redwood	15	3	Yes	Moderate	Narrow form; sparse crown; in large planter.
833	Coast redwood	32	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk.
834	Coast redwood	24	3	Yes	Moderate	Slight lean W.; sparse crown; in large planter.
835	Coast redwood	15	3	Yes	Low	Topped for overhead utilities; sparse crown; in large planter but close to sidewalk.
836	Coast redwood	15	3	Yes	Low	Good form & structure; sparse crown; in large planter.
837	Coast redwood	27	3	Yes	Low	Topped for overhead utilities; sparse crown; in large planter but close to sidewalk.
838	Coast redwood	17	3	Yes	Low	Topped; sparse crown; in planter.
839	Coast redwood	13	3	No	Low	Topped for overhead utilities; sparse crown; in large planter.
840	Removed	--	--	No	--	--
841	Coast redwood	22	3	Yes	Low	Topped for overhead utilities; sparse crown; in large planter.
842	Coast redwood	31	3	Yes	Moderate	Topped for overhead utilities; in large planter.

Page J-1.827

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
843	Coast redwood	27	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk.
844	Coast redwood	13	3	No	Low	Topped for overhead utilities; in large planter but close to sidewalk.
845	Coast redwood	20	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk & utility box.
846	Coast redwood	22	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk & utility box.
847	Coast redwood	18	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk & utility box.
848	Coast redwood	8	2	No	Low	Topped for overhead utilities; narrow form; in large planter but close to sidewalk.
849	Coast redwood	23	3	Yes	Low	Topped for overhead utilities; in large planter but close to sidewalk.
850	Coast redwood	28	3	Yes	Low	Topped; in large planter but close to curb.
851	Coast redwood	21	3	Yes	Moderate	Good form & structure; in large planter.
852	Coast redwood	24	3	Yes	Moderate	Good form & structure; in large planter.
853	Coast redwood	14	3	No	Low	Good form & structure; dead top; in large planter.
854	Coast redwood	34	3	Yes	Moderate	Good form & structure; sparse crown; in large planter but close to curb.
855	Coast redwood	35	4	Yes	Moderate	Good form & structure; good foliage density; in large planter.
856	Coast redwood	16	3	Yes	Moderate	One-sided N.; sparse crown; in large planter.
857	Coast redwood	23	3	Yes	Moderate	One-sided N.; sparse crown; in large planter but close to sidewalk.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
858	Coast redwood	34	3	Yes	Moderate	Narrow form; slightly sparse crown; in large planter.
859	Coast redwood	36	3	Yes	Moderate	One-sided NW.; slightly sparse crown; in large planter.
860	Coast redwood	23	3	Yes	Moderate	One-sided S.; sparse crown; in large planter.
861	Coast redwood	23	3	Yes	Low	Very sparse crown; in large planter.
862	Coast redwood	22	3	Yes	Low	Dead top; very sparse crown; in large planter.
863	Coast redwood	24	3	Yes	Low	Very sparse crown; in large planter.
864	Coast redwood	30	3	Yes	Low	Slight sweep S.; sparse crown; in large planter.
865	Coast redwood	19	3	Yes	Low	Very sparse crown; in large planter.
866	Coast redwood	23	3	Yes	Low	Narrow form; sparse crown; displaced curb & asphalt 3”; in small island.
867	Coast redwood	37	3	Yes	Low	Good form; sparse crown; displaced curb & asphalt 3”; in small island.
868	Coast redwood	19	2	Yes	Low	Very sparse crown; in medium island.
869	Victorian box	4,4,4,4,3,2,2,2	4	No	Moderate	Multiple attachments at 1’; one-sided N.; in large planter.
870	London plane	1	4	No	Moderate	Good young tree; basal wounds; in medium island.
871	Tuliptree	8	3	No	Moderate	Small crown; dieback; in medium island.
872	London plane	3	4	No	High	Good young tree; girdling root; in medium island.
873	Coast redwood	26	2	Yes	Low	Sweeps S. from base; very sparse crown; in medium island.
874	Coast redwood	26	3	Yes	Low	Dead top; very sparse crown; in medium island.
875	Coast redwood	38	3	Yes	Low	Very sparse crown; in medium island.

Page J-1.829

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
876	London plane	7	5	No	High	Good young tree; in medium island.
877	Tuliptree	7	4	No	Moderate	Small crown; good form; in medium island.
878	Tuliptree	9	4	No	Moderate	Small crown; fair form & structure; in medium island.
879	London plane	4	4	No	High	Good young tree; very dry; in medium island.
880	Raywood ash	23	4	Yes	High	Multiple attachments at 20'; good form & structure; in medium island.
881	Coast redwood	20	3	Yes	Moderate	One-sided E.; sparse crown; in large planter.
882	Coast redwood	31	4	Yes	Moderate	One-sided N.; good foliage density; in large planter.
883	Coast redwood	32	3	Yes	Moderate	One-sided SE.; sparse crown; in large planter.
884	Coast redwood	54	4	Yes	Moderate	One-sided W.; slightly sparse crown; in large planter.
885	Coast redwood	41	3	Yes	Moderate	Lost top; sparse crown; in large planter.
886	White birch	13	4	No	Moderate	**No tag;** good form; twig dieback; in medium planter.
887	White birch	13	4	No	Moderate	**No tag;** good form; twig dieback; in medium planter but close to bldg.
888	White birch	12	2	No	Moderate	**No tag;** dead top; in medium planter but close to bldg.
889	Japanese maple	7,7,5,5,4	4	No	High	Multiple attachments at 1'; good form; in medium planter.
890	Japanese maple	8,8,6	4	No	Moderate	Multiple attachments at 1'; crowded & one-sided N.; in medium planter.
891	Coast redwood	40	3	Yes	Moderate	Lost top; small, sparse crown; in large planter.

Page 830

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
892	Coast redwood	40	4	Yes	Moderate	Good form; sparse crown; in large planter.
893	Coast redwood	43	4	Yes	High	Good form; good foliage density; in large planter.
894	Coast redwood	26	3	Yes	Moderate	Lost top; sparse crown; in large planter.
895	Coast redwood	31	3	Yes	Moderate	Narrow form; sparse crown; in large planter.
896	Coast redwood	4,3	3	No	Moderate	Codominant trunks at 1'; sparse crown; in large planter.
897	Coast redwood	4,3	4	No	Moderate	Multiple attachments at 1'; one-sided S.; in large planter.
898	Hollyleaf cherry	8,8,6,5	2	No	Low	Multiple attachments at 1'; some stems dead; in large planter.
899	Coast live oak	16	4	Yes	Moderate	Codominant trunks at 6'; narrow form; in large planter but growing against fence.
900	Chinese elm	12	4	No	High	Codominant trunks at 6'; good form & structure; in large planter.
901	Valley oak	7	3	No	Low	Crowded; small crown; in large planter but close to fence.
902	Coast live oak	18	3	Yes	Moderate	Multiple attachments at 8'; good form; embedded fence; in large planter but growing against fence.
903	Photinia	4,3	3	No	Moderate	Large shrub; in large planter.
904	Victorian box	5,4,4,4,3	3	No	Moderate	Multiple attachments at 1'; twig dieback; in large planter.
905	Victorian box	4,4,3,2	3	No	Moderate	Multiple attachments at 1'; twig dieback; in large planter.
906	Coast redwood	29	1	Yes	Low	All but dead; in large planter but close to sidewalk.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
907	Coast redwood	28,22	2	Yes	Low	Codominant trunks at 1'; one-sided S.; very sparse crown; in large planter but close to curb.
908	Coast live oak	23	3	Yes	Low	Multiple attachments at 10'; poor form & structure; growing over curb.
909	Xylosma	15	4	Yes	Moderate	Large shrub; in medium planter.
910	Xylosma	15	3	Yes	Moderate	Large shrub; narrow form; displaced curb 2"; in medium planter.
911	Xylosma	14	3	No	Moderate	Large shrub; narrow form; in medium planter.
912	Xylosma	15	3	Yes	Low	Large shrub; embedded fence; in medium planter.
913	Xylosma	13	3	No	Moderate	Large shrub; leans W.; in medium planter.
914	Xylosma	12,10	3	Yes	Low	Large shrub; poor form; in medium planter.
915	Xylosma	14	3	No	Moderate	Large shrub; narrow form; in medium planter.
916	Xylosma	15	3	Yes	Moderate	Large shrub; narrow form; in medium planter.
917	Xylosma	16	3	Yes	Moderate	Large shrub; one-sided N.; displaced curb 3"; in medium planter.
918	Xylosma	9	3	No	Moderate	Large shrub; suppressed & leans W.; in medium planter.
919	Xylosma	11,9	3	No	Moderate	Large shrub; suppressed & leans E.; in medium planter.
920	Xylosma	10	3	No	Low	Large shrub; suppressed; crown bowed W.; in medium planter.
921	Xylosma	8	3	No	Low	Large shrub; suppressed & leans E. to horizontal; in medium planter.
922	Xylosma	11,11	3	Yes	Moderate	Large shrub; in medium planter.
923	Xylosma	7	3	No	Moderate	Large shrub; narrow form; in medium planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
924	Xylosma	9	3	No	Low	Large shrub; suppressed & leans E.; in medium planter.
925	Xylosma	7	3	No	Low	Large shrub; suppressed; crook at 3'; in medium planter.
926	Xylosma	7	3	No	Low	Large shrub; suppressed; crook at 3'; in medium planter.
927	Flowering cherry	18	3	Yes	Low	Multiple attachments at 5'; one-sided S.; in large planter.
928	White birch	13	3	No	Low	**No tag**; topped; dieback; in medium planter.
929	White birch	14	3	No	Low	**No tag;** topped; dieback; in medium planter.
930	Japanese maple	3,2,2	4	No	High	Multiple attachments at 1'; good form; in medium planter.
931	White birch	10	2	No	Low	Dead top; in large planter.
932	White birch	9	2	No	Low	Dead top; basal decay; in large planter.
933	White birch	9	3	No	Moderate	Crowded; one-sided N.; in large planter.
934	Japanese maple	3,2,2	4	No	Moderate	Multiple attachments at 1'; growing under eve; in medium planter.
935	Removed	--	--	No	--	--
936	Removed	--	--	No	--	--
937	Removed	--	--	No	--	--
938	Coast live oak	34	4	Yes	Moderate	Multiple attachments at 3'; seam in attachment; sparse crown; in large planter.
939	Coast live oak	31	4	Yes	Moderate	Multiple attachments at 5'; upright form; sparse crown; in large planter.

Page 83

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
940	Coast redwood	25	4	Yes	Moderate	Good form & structure; slightly sparse crown; in large planter.
941	Coast redwood	21	3	Yes	Moderate	Narrow form; slightly sparse crown; in large planter.
942	Glossy privet	12,10,9	2	Yes	Low	Multiple attachments at 2'; dead top; in large planter.
943	Glossy privet	9,7,6	2	No	Low	Multiple attachments at 2'; dead top; in large planter.
944	Coast live oak	11,10	4	Yes	Moderate	Codominant trunks at 3'; one-sided & leans N.; in large planter.
945	Coast live oak	22	4	Yes	High	Codominant trunks at 10'; good form & structure; in large planter.
946	Removed	--	--	No	--	--
947	Removed	--	--	No	--	--
948	Glossy privet	8,7,5,5	2	No	Low	Multiple attachments at 2'; leans S.; some stems dead; in large planter.
949	Italian alder	12	3	No	Moderate	Good form; slight lean S.; in large planter but close to bldg.
950	Toyon	7	3	No	Low	Strong lean S.; dieback; in large planter.
951	Coast live oak	19,9	4	Yes	Moderate	Codominant trunks at 1'; seam in attachment; upright, narrow form; in large planter.
952	Coast live oak	20	3	Yes	Moderate	Codominant trunks at 10'; leans S.; in large
953	Coast live oak	15	3	Yes	Moderate	Codominant trunks at 12'; crowded & one-sided W.; in large planter.
954	Coast live oak	11	3	Yes	Moderate	Codominant trunks at 7'; crowded & one-sided W.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
955	American elm	26,20,13,12	3	Yes	Moderate	Multiple attachments at 2'; good, upright form; in large planter.
956	Coast live oak	21,15	4	Yes	Moderate	Codominant trunks at 3'; seam in attachment; one-sided W.; in large planter.
957	Coast redwood	12	4	No	Moderate	Crowded; one-sided W.; in large planter.
958	Coast redwood	4	4	No	High	Good young tree; slightly sparse crown; in large planter.
959	Coast redwood	6	4	No	Moderate	Sweeps from base; slightly sparse crown; in large planter.
960	Blue oak	1	5	No	High	New planting; staked tight; in large planter.
961	Blue oak	1	5	No	High	New planting; staked tight; in large planter.
962	White birch	4	4	No	Moderate	Good young tree; in large planter.
963	Coast live oak	7,4,3	3	No	Moderate	Multiple attachments at 1'; one-sided NE.; in large planter but close to sidewalk.
964	Coast live oak	13	3	Yes	Low	Codominant trunks at 2'; narrow form; in large planter but close to sidewalk.
965	Coast live oak	10	3	Yes	Low	Crowded; leans N. over road; in large planter but close to sidewalk.
966	Coast live oak	11	3	Yes	Moderate	Narrow form; in large planter.
967	Coast live oak	3,3,2	3	No	Moderate	Multiple attachments at 1'; one-sided NE.; in large planter.
968	Coast live oak	13	3	Yes	Moderate	Crowded; crown bowed NW. over road; in large planter.
969	Coast live oak	7	3	No	Low	Small, high crown; leans NE.; in large planter.
970	Coast live oak	10	3	Yes	Moderate	Small crown; leans N.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
971	Coast live oak	12	3	Yes	Moderate	Codominant trunks at 8'; narrow form; in large planter.
972	Coast live oak	25	4	Yes	Moderate	Codominant trunks at 6'; corrected lean NW.; in large planter.
973	Pecan	31	4	Yes	Moderate	Codominant trunks at 6'; narrow form; moderate dieback; in large planter.
974	Coast redwood	30	4	Yes	Moderate	Good form & structure; sparse crown; in small island.
975	Calif. incense cedar	5	3	No	Moderate	Suppressed; lost top; in large planter but close to sidewalk.
976	Coast live oak	2,1	3	No	Moderate	Suppressed; small crown; in large planter but close to sidewalk.
977	Monterey pine	28	4	Yes	Moderate	Upright form; high crown; dieback; in large plante.
978	Coast live oak	9	3	No	Moderate	Crowded l; leans NW.; in large planter but close to sidewalk.
979	Coast live oak	7,6	3	No	Low	Suppressed; leans N. over road; in large planter but close to sidewalk.
980	Coast live oak	10	4	Yes	Moderate	Crowded; upright form; in large planter.
981	Coast live oak	18	3	Yes	Moderate	Suppressed; leans N. over road; in large planter but close to sidewalk.
982	Coast live oak	31	4	Yes	Moderate	Multiple attachments at 10'; one-sided W.; cabled; in large planter.
983	Coast live oak	31	3	Yes	Moderate	Multiple attachments at 5'; one-sided S.; in large planter.
984	Coast live oak	9	3	No	Moderate	Crowded; leans & one-sided W.; in large planter.
985	Coast live oak	11	4	Yes	Moderate	Crowded; upright form; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
986	Coast live oak	15	3	Yes	Moderate	Codominant trunks at 12'; included bark; leans W.; in large planter.
987	Coast live oak	13,6	3	Yes	Moderate	Codominant trunks at 1'; one-sided N.; in large planter.
988	Coast live oak	14	3	Yes	Moderate	Suppressed; leans NW. over road; in large planter but close to sidewalk.
989	Coast live oak	11	3	Yes	Low	Crowded; upright form; moderate dieback; in large planter.
990	Coast live oak	12	4	Yes	Moderate	Crowded; upright, narrow form; dieback; in large planter.
991	Coast live oak	37	3	Yes	Moderate	Multiple attachments at 4'; seams in attachments; one-sided S.; in large planter.
992	Coast live oak	6	3	No	Low	Crowded; small crown; dieback; in large planter.
993	Coast live oak	21	3	Yes	Low	Multiple attachments at 5'; one-sided S.; moderate dieback; in large planter.
994	Coast live oak	12	4	Yes	Moderate	Crowded; slight lean N; in large planter.
995	Coast live oak	11	3	Yes	Moderate	Crowded; slight lean W.; sparse crown; in large planter.
996	Coast live oak	7,5	3	No	Moderate	Crowded; small crown; in large planter.
997	Xylosma	9,5	3	No	Low	Codominant trunks at 1'; poor form; in large planter.
998	Coast live oak	19	4	Yes	Moderate	Multiple attachments at 10'; slightly one-sided N; twig dieback; in large planter.
999	Coast live oak	8	3	No	Low	Crowded; small, sparse ; in large planter.
1000	Xylosma	12	3	No	Low	Codominant trunks at 4'; poor form; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1001	Evergreen ash	17	3	Yes	Moderate	Codominant trunks at 5'; upright form; sparse crown; in large planter.
1002	Coast live oak	33	4	Yes	Moderate	Asymmetric form; minor dieback; in large planter.
1003	Red oak	5	3	No	Moderate	Crowded; one-sided S.; in medium planter.
1004	Xylosma	14,10	3	Yes	Moderate	Codominant trunks at 1' & 5'; twig dieback; in large planter.
1005	Coast live oak	13,13	4	Yes	Moderate	Codominant trunks at base; one-sided W.; dieback; in large planter.
1006	Coast live oak	13	3	Yes	Low	Leans W. over sidewalk; in large planter.
1007	Coast live oak	10	2	Yes	Low	Very narrow form; in large planter.
1008	Coast live oak	12,11,8,7	3	Yes	Moderate	Multiple attachments at 3'; one-sided N.; in large planter.
1009	Coast live oak	36	3	Yes	Moderate	Codominant trunks at 5'; upright form; cavities; in large planter.
1010	Coast live oak	45	3	Yes	Moderate	Multiple attachments at 15'; one-sided SW.; basal cavity w/ decay; in large planter.
1011	Blackwood acacia	6	3	No	Low	Upright form; moderate dieback; in large planter.
1012	Blackwood acacia	16	3	Yes	Low	Upright form; moderate dieback; in large planter.
1013	Coast live oak	5,3	3	No	Moderate	Codominant trunks at 5'; small crown; broken branch; in large planter.
1014	Blackwood acacia	24	1	Yes	Low	Mostly dead; in large planter.
1015	Coast live oak	10	3	Yes	Moderate	Crook at 10'; poor form; in large planter.
1016	Coast live oak	12	4	Yes	Moderate	One-sided W.; in large planter.
1017	Coast live oak	25	4	Yes	High	Codominant trunks at 6'; narrow attachment; one-sided & slight lean E.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1018	Coast live oak	9,5	3	Yes	Low	Suppressed; crown bowed E.; in large planter.
1019	Xylosma	6	3	No	Low	Suppressed; poor form; in large planter.
1020	Blackwood acacia	22	3	Yes	Moderate	Codominant trunks at 7'; upright form; in large planter.
1021	Calif. bay	13,11	3	Yes	Moderate	Codominant trunks at 1'; crowded but upright; in large planter.
1022	Blackwood acacia	17,12	3	Yes	Low	Codominant trunks at base; leans E.; root cut on tension side; in large planter.
1023	Italian buckthorn	4	3	No	Moderate	Crowded; narrow form; in large planter.
1024	Coast live oak	7	3	No	Low	Codominant trunks at 10'; narrow form; in large planter.
1025	Coast live oak	7	3	No	Low	Suppressed; one-sided W.; in large planter.
1026	Removed	--	--	No	--	--
1027	Coast live oak	17	3	Yes	Moderate	Codominant trunks at 5'; narrow form; slightly sparse crown; in large planter.
1028	Coast live oak	12	3	Yes	Moderate	Crowded; leans N.; slightly sparse crown; in large planter.
1029	Valley oak	6	2	No	Low	Upright; small crown; dieback; in large planter.
1030	Removed	--	--	No	--	--
1031	Coast live oak	14,12,10	4	Yes	Moderate	Multiple attachments at 3'; one-sided E.; slightly sparse crown; in large planter.
1032	Blackwood acacia	12	3	No	Low	Upright form; bark checking E.; in large planter.
1033	Coast live oak	15	3	Yes	Moderate	Codominant trunks at 7'; one-sided E; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1034	Blackwood acacia	15	3	Yes	Low	Codominant trunks at 7'; narrow attachment; in large planter but close to curb.
1035	Coast live oak	10	3	Yes	Moderate	Crowded; leans SW.; in large planter.
1036	Coast live oak	6	2	No	Low	Suppressed; small crown; in large planter.
1037	Coast live oak	12	3	Yes	Moderate	Codominant trunks at 10'; upright, narrow form; in large planter.
1038	Coast live oak	12	3	Yes	Moderate	Multiple attachments at 7'; upright, narrow form; in large planter.
1039	Coast live oak	12	3	Yes	Moderate	Multiple attachments at 15'; upright, narrow form; in large planter.
1040	Coast live oak	8	3	No	Low	Suppressed; one-sided W.; in large planter.
1041	Valley oak	9	3	No	Moderate	Upright form; small crown; in large planter.
1042	Coast live oak	13	4	Yes	Moderate	Good, upright form; in large planter.
1043	Coast live oak	6	3	No	Low	Suppressed; crown bowed S.; in large planter.
1044	Coast live oak	9,9,7	3	Yes	Low	Multiple attachments at base; one stem upright; other stems lean S.; in large planter.
1045	Coast live oak	8	3	No	Low	Crowded; one-sided W.; in large planter.
1046	Cork oak	12	3	No	Low	Crowded; corrected lean S.; sparse crown; in large planter.
1047	Coast live oak	5,4	3	No	Low	Crowded; small crown; in large planter.
1048	Coast live oak	6,6	3	No	Moderate	Codominant trunks at 3'; crowded & one-sided S.; in large planter.
1049	Cork oak	11	3	No	Low	Multiple attachments at 5'; one-sided S.; sparse crown; in large planter.
1050	Blackwood acacia	12	2	No	Low	Upright form; moderate dieback; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1051	Coast live oak	6	3	No	Moderate	Upright; small crown; in large planter.
1052	Coast live oak	12,8	3	Yes	Moderate	Codominant trunks at base; trunk me sided S.; in large planter.
1053	Coast live oak	12	4	Yes	Moderate	Upright form; in large planter.
1054	Coast live oak	7	3	No	Moderate	Crowded; narrow form; in large planter.
1055	Xylosma	5,4,4	2	No	Low	Multiple attachments at 1'; one stem dead; in large planter.
1056	Xylosma	6,6	2	No	Low	Codominant trunks at base; moderate dieback; aphids; in large planter.
1057	Valley oak	26	3	Yes	Moderate	Codominant trunks at 10'; one-sided S.; cabled to adj. tree; in large planter.
1058	Italian buckthorn	6	3	No	Low	Suppressed; one-sided W.; in large planter.
1059	Valley oak	30	3	Yes	Moderate	Multiple attachments at 15'; good form; sparse crown; cabled to adj. tree; in large planter.
1060	Olive	4,4	3	No	Low	Suppressed; crown bowed W.;dieback; in large planter.
1061	Coast live oak	8	3	No	Moderate	Small crown; good form; in large planter.
1062	Italian buckthorn	5	2	No	Low	Suppressed; small crown; dieback; in large planter.
1063	Coast live oak	9	3	No	Moderate	Upright form; small crown; in large planter.
1064	Coast live oak	10	3	Yes	Moderate	Narrow form; small crown; in large planter.
1065	Coast live oak	5	2	No	Low	Suppressed; small crown; dieback; in large planter.
1066	Coast live oak	8	3	No	Low	Suppressed; crown bowed W. to horizontal; in large planter.
1067	Coast live oak	10,7	3	Yes	Low	Codominant trunks at base; included bark; one-sided SW.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1068	Coast live oak	9	3	No	Low	Suppressed; small crown; slight lean SE.; in large planter.
1069	Coast live oak	9	3	No	Moderate	Crook at 15'; slight lean SE.; in large planter.
1070	Blackwood acacia	9	3	No	Low	Upright form; very sparse crown; in large planter.
1071	Blackwood acacia	10	3	No	Low	Slight lean SW.; very sparse crown; in large planter.
1072	Blackwood acacia	17	3	Yes	Moderate	Stem removed at base; slight lean W.; sparse crown; in large planter.
1073	Coast live oak	9	3	No	Low	Suppressed; in large planter.
1074	Blackwood acacia	16	3	Yes	Moderate	Codominant trunks at 10'; leans SW.; sparse crown; in large planter.
1075	Coast live oak	10	5	Yes	High	Good young tree; in medium planter.
1076	Coast live oak	12	4	Yes	High	Multiple attachments at 6'; 4 good form, fair structure; in large planter.
1077	Calif. bay	40	2	Yes	Low	Multiple attachments at 15'; extensive trunk decay; in large planter.
1078	Hollywood juniper	9,9	5	No	High	Codominant trunks at 3'; good form w/ branches to ground; in large planter.
1079	Calif. black walnut	46	2	Yes	Low	Codominant trunks at 10'; dead top; in large planter.
1080	Coast live oak	5	5	No	High	Good young tree; in medium planter.
1081	Coast live oak	18	3	Yes	Moderate	**Off-site;** growing against fence; one-sided E.; in large planter.
1082	Coast live oak	12	3	Yes	Moderate	**Off-site;** growing against fence; leans E.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1083	Coast live oak	9,9,4	3	Yes	Moderate	**Off-site**; multiple attachments at base; embedded fence; in large planter.
1084	Coast live oak	6	3	No	Moderate	Codominant trunks at 3'; suppresses; in large planter.
1085	Coast live oak	14,7,4	3	Yes	Moderate	Multiple attachments at 2'; crowded & one-sided NW.; in large planter.
1086	Coast live oak	15,14,6	3	Yes	Moderate	Multiple attachments at 2'; crowded; narrow form; in large planter.
1087	Coast live oak	22,21,20,15	4	Yes	Moderate	Multiple attachments at 3'; stems intertwined; good form; in large planter.
1088	Coast live oak	12,8,5	3	Yes	Low	Multiple attachments at base; upright, narrow form; in large planter.
1089	Coast live oak	18,17,16	4	Yes	Moderate	Multiple attachments at 3'; seams in attachments; good form; in large planter.
1090	Coast live oak	11,9	3	Yes	Low	Codominant trunks at 2'; suppressed; crown bowed E.; in large planter.
1091	Coast live oak	12,12	3	Yes	Moderate	Codominant trunks at 1'; narrow form; in large planter.
1092	Coast live oak	13,9	3	Yes	Moderate	Codominant trunks at 1'; crowded & one-sided W.; in large planter.
1093	Coast live oak	16	3	Yes	Low	Codominant trunks at 4'; crowded w/ narrow form; in large planter.
1094	Coast live oak	19,13	3	Yes	Moderate	Codominant trunks at 3'; fair form & structure; in large planter.
1095	Coast live oak	20	4	Yes	Moderate	Codominant trunks at 10'; trunk wound; corrected lean; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1096	Coast live oak	8	2	No	Low	Suppressed; poor form & structure; in large planter.
1097	Coast live oak	8	2	No	Low	Suppressed; poor form & structure; in large planter.
1098	Removed	--	--	No	--	--
1099	Coast live oak	19,18,15,15	4	Yes	Moderate	Multiple attachments at 2'; trunk wound E.; good form; in large planter.
1100	Coast live oak	28	4	Yes	Moderate	Codominant trunks at 10'; growing against fence; good form; in large planter.
1101	Coast live oak	23	3	Yes	Low	Growing agonist & embedded fence; poor form; in small planter.
1102	Coast live oak	9	3	No	Low	Crowded; one-sided S.; in large planter.
1103	Coast live oak	15,14,9	4	Yes	Moderate	Multiple attachments at 2'; seams in attachments; good form; in large planter.
1104	Coast live oak	3	3	No	Moderate	Crowded; one-sided S.; sparse crown; in large planter.
1105	Coast live oak	7	3	No	Moderate	Crowded; crown bowed E.; in large planter.
1106	Coast live oak	10	4	Yes	Moderate	Crowded; slight lean E.; in large planter.
1107	Valley oak	33	3	Yes	Moderate	Multiple attachments at 15'; leans S.; fill at base; in large planter.
1108	Coast live oak	7	4	No	Moderate	Good form; sparse crown; in large planter.
1109	Coast live oak	10	5	Yes	High	Good young tree; in large planter.
1110	Coast live oak	23	4	Yes	Moderate	Codominant trunks at 15'; corrected lean S.; in large planter.

Page 84

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1111	Coast live oak	7	3	No	Low	Suppressed; bowed S. to horizontal; in large planter.
1112	Calif. bay	5	3	No	Low	Suppressed; small, sparse crown; in large planter.
1113	Calif. bay	9	3	No	Low	Codominant trunks at 5'; one-sided S.; in large planter.
1114	Calif. bay	10	3	No	Low	Crowded; one-sided S.; in large planter.
1115	Coast live oak	8	3	No	Low	Suppressed; bowed W.; in large planter.
1116	Coast live oak	19	4	Yes	Moderate	Corrected lean; dense crown; in large planter.
1117	Calif. bay	31	4	Yes	Moderate	Codominant trunks at 8'; corrected lean N.; in large planter.
1118	Calif. bay	7,6,5,5,5,4,4,3	3	No	Moderate	Stump sprout; topped for overhead utilities; multiple attachments at base; in large planter.
1119	Calif. bay	8,7,6,5,5,5,4,4,3	3	Yes	Moderate	Stump sprout; topped for overhead utilities; multiple attachments at base; in large planter.
1120	Calif. bay	9,8,7,7,6,5,5,5,4,4,4	3	Yes	Moderate	Stump sprout; topped for overhead utilities; multiple attachments at base; in large planter.
1121	Flaxleaf paperbark	10	3	No	Moderate	Codominant trunks at 8'; leans W.; in large planter.
1122	Calif. bay	21,19,15	3	Yes	Moderate	Codominant trunks at 2'; sparse crown; in large planter.
1123	Coast live oak	7	3	No	Low	Crowded; one-sided W.; in large planter.
1124	Red ironbark	14	3	No	Low	Poor form & structure; in large planter.
1125	Coast live oak	17,14	3	Yes	Moderate	Codominant trunks at base; topped for overhead utilities; in large planter.
1126	Calif. bay	8,7	3	No	Moderate	Codominant trunks at 2'; topped for overhead utilities; in large planter.

Page 84

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The P.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1127	Coast live oak	15	3	Yes	Moderate	Sweeps from base; ribs along trunk; in large planter.
1128	Coast live oak	12	3	Yes	Moderate	Crowded; one-sided S.; in large planter.
1129	Coast live oak	23	4	Yes	High	Codominant trunks at 10'; slight lean N.; good form; in large planter.
1130	Flaxleaf paperbark	16,10	3	Yes	Low	Codominant trunks at base; crowded & one-sided N.; in large planter.
1131	Glossy privet	12,10,9,6,6, 6	3	Yes	Moderate	Multiple attachments at base; sparse crown; in large planter.
1132	Red oak	10	3	No	Moderate	Crowded; leans SE.; in large planter.
1133	Glossy privet	8	3	No	Moderate	Multiple attachments at 5'; slight lean S.; in large planter.
1134	Glossy privet	6	3	No	Low	Crowded; one-sided S.; in large planter.
1135	Glossy privet	4	3	No	Low	Crowded; leans S.; in large planter.
1136	Glossy privet	5	3	No	Low	Crowded; upright; in large planter.
1137	Glossy privet	5	3	No	Low	Crowded; upright; in large planter.
1138	Glossy privet	3	3	No	Low	Crowded; upright; in large planter.
1139	Red ironbark	22	3	Yes	Low	Leans N.; pruned for overhead utilities; in large planter.
1140	Coast live oak	24	4	Yes	High	Leans SW.; good form; in large planter.
1141	Glossy privet	2	3	No	Low	Crowded; upright; in large planter.
1142	Glossy privet	3,3	3	No	Low	Crowded; crown bowed; in large planter.
1143	Glossy privet	3	3	No	Low	Crowded; upright; in large planter.
1144	Calif. black walnut	18,17,16,14, 6,4	3	Yes	Low	Multiple attachments at base; pruned S. for overhead utilities; in large planter.

Page 84

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1145	Glossy privet	5,3,2	3	No	Low	Crowded; upright; in large planter.
1146	Red oak	3	3	No	Moderate	Crowded; one-sided W.; in large planter.
1147	Glossy privet	10,9,7,7,6,6	3	Yes	Low	Multiple attachments at base; pruned S. for overhead utilities; in large planter.
1148	Glossy privet	4	3	No	Low	Crowded; one-sided E.; in large planter.
1149	Glossy privet	5,5,4,3	3	No	Low	Crowded; one-sided N.; in large planter.
1150	Glossy privet	7,4	3	No	Low	Multiple attachments at base; pruned S. for overhead utilities; in large planter.
1151	Red oak	10	4	No	High	Good, upright form; in large planter.
1152	Red oak	12	5	No	High	Codominant trunks in upper crown; good, upright form; in large planter.
1153	Red oak	5	3	No	Moderate	Crowded; one-sided SW.; in large planter.
1154	Coast live oak	14,7	3	Yes	Moderate	Codominant trunks at base w/ fence embedded between stems; in large planter.
1155	Valley oak	22	4	Yes	High	**Off-site;** growing against fence good form; in large planter; extends 15' S. over fence.
1156	Valley oak	26	3	Yes	Moderate	Codominant trunks at 7'; leans S. w/ base outside dripline; in medium planter but close to curb.
1157	Silk tree	11,8,7,7,7,4	4	Yes	High	Multiple attachments at 1'; good form; in medium planter but close to storm drain.
1158	Crape myrtle	4,3,3,2,2,1	5	No	High	Multiple attachments at 1'; good form; in large planter.
1159	Crape myrtle	5,4,4,3,3	4	No	High	Multiple attachments at 1'; one-sided S.; in large planter.

Page 84

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1160	Silk tree	20,15,14,9,9	4	Yes	High	Multiple attachments at 1'; good form; in medium planter but close to bldg. & sidewalk.
1161	Southern magnolia	14	4	No	Moderate	Multiple attachments at 7'; good form; in large planter.
1162	Southern magnolia	9	4	No	Moderate	Multiple attachments at 5'; sparse crown; good form; in large planter.
1163	Southern magnolia	13	4	No	Moderate	Multiple attachments at 7'; good form; in large planter.
1164	Southern magnolia	15	4	Yes	Moderate	Codominant trunks at 10'; sparse crown; good form; in large planter.
1165	Coast live oak	8,6	3	Yes	Moderate	Codominant trunks at base; topped; in large planter.
1166	Crape myrtle	3,3,3,2,2	4	No	Moderate	Multiple attachments at 1'; narrow form; in large planter.
1167	Coast live oak	10	3	Yes	Moderate	Codominant trunks at 5'; topped; in large planter.
1168	Strawberry tree	2,1,1	3	No	Moderate	Crowded; one-sided N.; in large planter.
1169	Chinese pistache	6	4	No	High	Good form; slight lean E.; in large planter.
1170	Coast redwood	17	4	Yes	Moderate	Slight lean S.; sparse crown; in large planter.
1171	Coast redwood	21	5	Yes	High	Good form & structure; in large planter.
1172	Chinese pistache	5	3	No	Moderate	Fair form; trunk wound; in large planter.
1173	Chinese pistache	1,1,1	3	No	Moderate	Topped; in large planter.
1174	Coast redwood	15	4	Yes	Moderate	Crowded; one-sided N.; in large planter.
1175	Coast redwood	9	3	No	Moderate	Crowded; small, one-sided N.; in large planter.
1176	Coast redwood	15	4	Yes	Moderate	Crowded; one-sided W.; in large planter.
1177	Coast redwood	16	4	Yes	High	Crowded; one-sided SW.; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1178	Canary island pine	28	4	Yes	High	Crowded; slight lean S.; in large planter.
1179	Canary island pine	20	4	Yes	High	Crowded; narrow form; slight lean S.; in large planter.
1180	Coast redwood	14	4	No	High	Crowded; one-sided NE.; in large planter.
1181	Coast live oak	10	3	Yes	Low	Crowded; leans E.; in large planter.
1182	Coast live oak	6,3	3	No	Moderate	Narrow form; in large planter.
1183	Coast live oak	3	2	No	Low	Small, sparse crown; in large planter.
1184	Glossy privet	2,2,1	3	No	Low	Multiple attachments at base; in large planter.
1185	Coast live oak	34	2	Yes	Low	Codominant trunks at 8'; one-sided S.; twig dieback; in large planter.
1186	Coast live oak	4	3	No	Moderate	Small crown; in large planter.
1187	Coast live oak	3	3	No	Moderate	Small crown; in large planter.
1188	Coast live oak	4	3	No	Moderate	Small crown; in large planter.
1189	Coast live oak	6	3	No	Moderate	Small crown; in large planter.
1190	Coast live oak	2	2	No	Low	Small, sparse crown; in large planter.
1191	Coast live oak	18	4	Yes	Moderate	Leans S.; growing against fence; ; in large planter.
1192	Coast live oak	20,16,8	4	Yes	Moderate	Multiple attachments at 3'; leans S.; embedded fence; in large planter.
1193	Coast live oak	18,12	3	Yes	Moderate	Codominant trunks at 3'; narrow form; growing against fence; in large planter.
1194	Coast live oak	23	3	Yes	Moderate	Multiple attachments at 15'; slight lean SE.; growing against fence; n large planter.
1195	Canary Island palm	28	5	Yes	High	Good form & structure; 30' of brown trunk; growing against fence; n large planter.

Page 84

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1196	Tree of heaven	18	3	Yes	Low	Upright form; growing against fence; n large planter.
1197	Coast live oak	9	3	No	Low	Leans S.; n large planter.
1198	Tree of heaven	14,9	3	Yes	Low	Poor form; growing against fence; n large planter.
1199	Coast live oak	6	3	No	Low	Suppressed; n large planter.
1200	Coast live oak	21	4	Yes	Moderate	Codominant trunks at 10'; upright form; n large planter.
1201	Tree of heaven	12,9	3	Yes	Low	Codominant trunks at 3'; one-sided S.; n large planter.
1202	Coast live oak	7	2	No	Low	Leans S.; trunk wounds; n large planter.
1203	Coast live oak	4	3	No	Low	Suppressed; small crown; n large planter.
1204	Coast live oak	19,11	3	Yes	Moderate	Codominant trunks at 3'; one-sided S.; growing against fence; n large planter.
1205	Coast redwood	15	4	Yes	High	Good form; sparse crown; in large planter.
1206	Red maple	4	3	No	Moderate	One-sided S.; in large planter.
1207	Red maple	5	4	No	Moderate	Good young tree; growing against fence; in medium planter.
1208	Red maple	5	4	No	Moderate	Good young tree; growing against fence; in medium planter.
1209	Red maple	4	4	No	Moderate	Good young tree; growing against fence; in medium planter.
1210	Mulberry	11	4	No	Moderate	Multiple attachments at 6'; leans S.; in medium planter.
1211	Coast redwood	38	4	Yes	High	Good form & structure; pruned for utilities S.; minor dieback; in large planter.

Page J-1.86

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1212	Tree of heaven	12,10	3	Yes	Low	Codominant trunks at 1'; one-sided S.; n large planter.
1213	Tree of heaven	10	2	No	Low	Narrow form; in large planter.
1214	Coast live oak	18,16	3	Yes	Moderate	Codominant trunks at 2'; fence embedded in N. stem; in; n large planter.
1215	Coast live oak	12	3	Yes	Moderate	Crowded; leans SW.; growing against fence; in large planter.
1216	Coast live oak	7,6,4	3	Yes	Moderate	Multiple attachments at base ; growing against fence; in large planter.
1217	Coast live oak	8,6	3	Yes	Moderate	Codominant trunks at base; growing against fence; in large planter.
1218	Coast live oak	14,10	3	Yes	Moderate	Codominant trunks at 1'; one-sided NE.; in small planter.
1219	Coast live oak	16	4	Yes	Moderate	Codominant trunks at 7'; one-sided S.; in medium planter.
1220	Coast live oak	11,9	4	Yes	High	Codominant trunks at 1'; good form; in large planter but close to curb.
1221	Coast live oak	12	3	Yes	Moderate	Multiple attachments at 6; good form, fair structure; in large planter but close to curb.
1222	Valley oak	9	3	No	Moderate	Multiple attachments at 7'; one-sided N.; dieback; in large planter.
1223	Strawberry tree	4,3,3,2	3	No	Moderate	Multiple attachments at 1'; dieback; in large
1224	Tree of heaven	15	3	Yes	Low	Upright form; in large planter.
1225	Tree of heaven	15,14	3	Yes	Low	Codominant trunks at base; week attachment; upright form; n large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1226	Xylosma	9,7	3	No	Moderate	Codominant trunks at base; narrow form; dieback; n large planter.
1227	Xylosma	5	1	No	Low	Topped; n large planter.
1228	Xylosma	10,6	3	No	Moderate	Codominant trunks at base; asymmetric form; dieback; n large planter.
1229	Valley oak	9	4	No	Moderate	Codominant trunks at 10'; upright form; in large planter but close to curb.
1230	Strawberry tree	6,4	3	No	Moderate	Codominant trunks at base; asymmetric form; in large planter.
1231	Coast live oak	10	3	Yes	Moderate	Upright, narrow form; in large planter.
1232	Coast live oak	10	4	Yes	Moderate	High, small crown; in large planter.
1233	Coast live oak	10,9	4	Yes	Moderate	Codominant trunks at base, seam in attachment; in large planter.
1234	Coast live oak	11	4	Yes	High	Upright form; in large planter.
1235	Coast live oak	11	4	Yes	Moderate	Codominant trunks at 5'; seam narrow form; in large planter.
1236	Coast live oak	10,7	3	Yes	Moderate	Codominant trunks at 1'; one-sided & leans W.; in large planter.
1237	Deodar cedar	19,13	4	Yes	Moderate	Codominant trunks at 1'; good form; slightly sparse crown; in large planter.
1238	Strawberry tree	9,9,7,5,5,3	4	Yes	Moderate	Multiple attachments at base; crowded & one-sided NW.; in large planter.
1239	Monterey pine	28	2	Yes	Low	Codominant trunks at 15'; good form; sparse crown; in large planter.
1240	Coast live oak	10	3	Yes	Moderate	Crowded; poor form; in large planter.

Page J-1.85

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1241	Coast live oak	10	3	Yes	Moderate	Crowded; leans N.; in large planter.
1242	Coast live oak	7	3	No	Moderate	Small, high crown; in large planter.
1243	Valley oak	12	4	Yes	Moderate	Codominant trunks in upper crown; one-sided N.; in large planter.
1244	Coast live oak	26	4	Yes	Moderate	Codominant trunks at 5'; narrow form; in large planter.
1245	Coast live oak	19	4	Yes	Moderate	Crowded; leans S.; in large planter.
1246	Coast redwood	8	4	No	Moderate	Good young tree; crowded; in large planter.
1247	Coast redwood	9	4	No	High	Good young tree; a little crowded; in large planter.
1248	Coast redwood	8	5	No	High	Good young tree; in large planter.
1249	Red oak	17	4	Yes	High	**Street tree**; multiple attachments at 15'; good form; in medium planter.
1250	Red oak	3	4	No	High	Good young tree; slight lean N.; in large planter.
1251	Coast redwood	34	4	Yes	High	Good form & structure; slightly sparse in upper crown; in large planter.
1252	Coast redwood	54	4	Yes	High	Good form & structure; slightly sparse in upper crown; in large planter.
1253	Coast redwood	34	3	Yes	Moderate	Crowded; narrow form; sparse crown; in large planter.
1254	Coast redwood	38	4	Yes	Moderate	Narrow form; slightly sparse crown; in large planter.
1255	Coast redwood	32	4	Yes	Moderate	One-sided N.; slightly sparse crown; in large planter.
1256	Red oak	3	3	No	Low	Suppressed; crown bowed W.; in large planter.

Page 1 of 5

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The T.D. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1257	Valley oak	33	4	Yes	Moderate	Codominant trunks at 8'; good form; sparse crown; cabled; in large planter.
1258	Coast redwood	43	4	Yes	Moderate	Narrow form; slightly sparse crown; in large planter.
1259	Coast redwood	36	4	Yes	Moderate	Narrow form; slightly sparse crown; in large planter.
1260	Coast redwood	49	3	Yes	Moderate	Narrow form; sparse crown; in large planter.
1261	Coast redwood	33	4	Yes	Moderate	One-sided S.; slightly sparse crown; in large planter.
1262	Removed	--	--	No	--	--
1263	Ginkgo	9,5,3	3	No	Low	Multiple attachments at base; crowded & one-sided S.; in large planter.
1264	Ginkgo	6	3	No	Low	Suppressed; leans SW; in large planter.
1265	Coast live oak	4	1	No	Low	Mostly dead; in large planter.
1266	Coast live oak	4	4	No	Moderate	Crown bowed W.; in large planter.
1267	Ginkgo	7	3	No	Low	Poor form; moderate dieback; in large planter.
1268	Ginkgo	9,5,4	3	No	Moderate	Multiple attachments at base; moderate dieback; in large planter.
1269	Ginkgo	5,4	3	No	Moderate	Asymmetric form; moderate dieback; in large planter.
1270	Ginkgo	7,5,4	3	No	Moderate	Multiple attachments at 4'; moderate dieback; in large planter.
1271	Ginkgo	6	2	No	Low	Poor form; moderate dieback; in large planter.
1272	Ginkgo	14	4	No	Moderate	Multiple attachments at 4'; windswept S.; dieback; in large planter.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1273	Chinese pistache	4	5	No	High	Good young tree; in large planter.
1274	Canary island pine	37	4	Yes	Moderate	Codominant trunks at 25'; poor attachment; in large planter.
1275	Canary island pine	34	3	Yes	Moderate	One-sided W.; dieback; in large planter.
1276	Canary island pine	28	3	Yes	Moderate	High crown; in large planter.
1277	Canary island pine	29	3	Yes	Moderate	Crowded; one-sided S.; dieback; in large planter.
1278	Canary island pine	33	4	Yes	High	Slight lean S.; dieback; in large planter.
1279	Red oak	5	3	No	Moderate	Suppressed; poor form; in large planter.
1280	Coast redwood	28	4	Yes	High	Good form & structure; in large planter.
1281	Coast redwood	18	4	Yes	High	Good form & structure; in large planter.
1282	Coast redwood	12	4	No	Moderate	Good form & structure; dieback; in large planter.
1283	Coast redwood	23	4	Yes	Moderate	Crowded; narrow form; dieback; in large planter.
1284	Coast redwood	20	4	Yes	Moderate	Crowded; narrow form; dieback; in large planter.
1285	Coast redwood	21	4	Yes	Moderate	Crowded; one-sided W.; dieback; in large planter.
1286	Coast redwood	25	4	Yes	Moderate	Crowded; narrow form; minor dieback; in large planter.
1287	Coast redwood	16	3	Yes	Moderate	Multiple attachments at 15'; one-sided nw sided W.; dieback; in large planter.
1288	Coast redwood	23	4	Yes	High	Good form; minor dieback; in large planter.
1289	Coast redwood	18	4	Yes	High	Good form; minor dieback; in large planter.
1290	Coast redwood	9	5	No	High	Good young tree; in large planter.
1291	Coast redwood	7	4	No	High	Good young tree; crowded; in large planter.
1292	Coast redwood	20	4	Yes	High	Good form; minor dieback; in large planter.

Page 1 of 5

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1293	Coast live oak	23	3	Yes	Moderate	Codominant trunks at 4'; corrected lean S.; in large planter.
1294	Canary Island palm	40	5	Yes	High	Good form & structure; 15' of brown trunk; in large planter.
1295	Red maple	5	4	No	Moderate	Good young tree; one-sided E.; in large planter.
1296	Red maple	5	4	No	Moderate	Good young tree; one-sided N.; in large planter.
1297	Removed	--	--	No	--	--
1298	Coast redwood	15	4	Yes	Moderate	Good form; dieback; in medium planter.
1299	Sweetgum	12	4	No	Moderate	Codominant trunks at 6'; one-sided N.; in large planter.
1300	Ginkgo	13,9,6	3	Yes	Moderate	Multiple attachments at 4'; one-sided W.; in large planter.
1301	Sweetgum	17	3	Yes	Low	Multiple attachments at 10'; bleeding on lower trunk; in large planter.
1302	Evergreen ash	26,18	4	Yes	Moderate	Codominant trunks at 2' & 15'; good form; displaced curb & asphalt 10"; in large planter but growing against curb.
1303	Removed	--	--	No	--	--
1304	Red maple	3	4	No	High	Good young tree; minor dieback; in large planter.
1305	Sweetgum	19	3	Yes	Moderate	Multiple attachments at 7'; good form; crown reduced; in large planter.
1306	Canary Island palm	30	5	Yes	High	Good form & structure; 20' of brown trunk; in large planter.
1307	Coast live oak	14	4	Yes	Moderate	Street tree; multiple attachments at 8'; good form; sparse crown; in medium planter.

Page J-1.856

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1308	Red maple	4	4	No	High	Good young tree; in large planter.
1309	Removed	--	--	No	--	--
1310	Chinese pistache	6	5	No	High	Good young tree; in large planter.
1311	Red oak	7	5	No	High	Good young tree; in large planter.
1312	Sweetgum	21	3	Yes	Moderate	Multiple attachments at 7'; good form; crown reduced; in large planter.
1313	Ginkgo	12,11,10,7	3	Yes	Moderate	Multiple attachments at 2'; crowded & one-sided SE.; in large planter.
1314	Sweetgum	21	3	Yes	Moderate	Multiple attachments at 7' poor form; crown reduced; in large planter.
1315	Sweetgum	23	3	Yes	Moderate	Multiple attachments at 20'; one-sided S.; crown reduced; in large planter.
1316	Ginkgo	10,9,7,7,6	3	Yes	Moderate	Multiple attachments at 2'; crowded & one-sided SE.; in large planter.
1317	Sweetgum	17	3	Yes	Moderate	Multiple attachments at 20'; narrow form; crown reduced; in large planter.
1318	Sweetgum	19	4	Yes	Moderate	One-sided S.; in large planter.
1319	Coast live oak	30	3	Yes	Low	Codominant trunks at 7'; one-sided S.; moderate dieback; borer damage; in small planter.
1320	Removed	--	--	No	--	--
1321	Persimmon	15	4	Yes	High	Good, upright form; growing against sidewalk; in small planter.
1322	Bottlebrush	5,3	3	No	Moderate	Codominant trunks at base; small crown; in small planter.

Page J.1.85

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The T.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1323	Carob	29	3	Yes	Moderate	Multiple attachments at 12’; one stem removed; dieback; in medium planter.
1324	Victorian box	2,2,1,1	3	No	Low	Multiple attachments at base; topped; in planter.
1325	Carob	32	3	Yes	Low	Multiple attachments at 10’; one-sided E.; moderate dieback; in large planter.
1326	Victorian box	2,2,1,1	3	No	Low	Multiple attachments at base; suppressed; in large planter.
1327	Carob	32	3	Yes	Moderate	Multiple attachments at 8’; one-sided S.; dieback; in large planter.
1328	Victorian box	2	3	No	Low	Suppressed; in large planter.
1329	Victorian box	2	3	No	Low	Suppressed; trunk wounds; in large planter.
1330	Victorian box	3,3,3	0	No	--	Dead.
1331	Victorian box	2	1	No	Low	Mostly dead; in large planter.
1332	Victorian box	5,3,2,2	2	No	Low	Extensive dieback; in large planter.
1333	Bottlebrush	5	3	No	Moderate	Small crown; in large planter but growing against sidewalk.
1334	Bottlebrush	6,4,3	3	No	Moderate	Multiple attachments at base; in large planter.
1335	Bottlebrush	5,4,4,3	3	No	Moderate	Multiple attachments at base; in large planter.
1336	Bottlebrush	5,4,4	3	No	Moderate	Multiple attachments at base; in large planter.
1337	Coast redwood	8	5	No	High	Good young tree; in large planter.
1338	Bottlebrush	15	4	Yes	Moderate	Codominant trunks at 5’; crown reduced; in large planter.
1339	Bottlebrush	13	3	No	Moderate	Multiple attachments at 5’; fair form & structure; in large planter.

Page J-1.85

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1340	Bottlebrush	16	3	Yes	Low	Multiple attachments at 5'; one-sided N.; in large planter.
1341	Bottlebrush	15	2	Yes	Low	Codominant trunks at 5'; stems split; Ganoderma; in large planter.
1342	Bottlebrush	16	4	Yes	Moderate	Codominant trunks at 5'; fair form; in large planter.
1343	Bottlebrush	15	3	Yes	Moderate	Multiple attachments at 8'; fair form; in large planter.
1344	Bottlebrush	12	2	No	Low	Poor form & structure; Ganoderma; in large planter.
1345	Bottlebrush	16	2	Yes	Low	Series of failures; poor form & structure; in large planter.
1346	Bottlebrush	14	3	No	Low	Multiple attachments at 6'; good form; Ganoderma; in large planter.
1347	Bottlebrush	14	2	No	Low	Codominant trunks at 2'; stems split; Ganoderma; in large planter.
1348	Valley oak	11,9	3	Yes	Low	Codominant trunks at 2'; Avery one-sided SW.; in large planter but close to bldg.
1349	Deodar cedar	33	3	Yes	Moderate	Upright, narrow form; crown reduced over bldg.; in large planter.
1350	Deodar cedar	33	3	Yes	Moderate	Codominant trunks at 8'; upright, narrow form; one-sided S.; in large planter but close to curb & discord asphalt 6".
1351	Deodar cedar	23	3	Yes	Moderate	Codominant trunks at 20'; upright, narrow form; one-sided W.; in large planter but close to curb.
1352	Removed	--	--	No	--	--
1353	White birch	11	4	No	Moderate	Good form; minor dieback; in large planter.

Page 1.87

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Division of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1354	White birch	7	4	No	Moderate	Slight lean; minor dieback; in large planter.
1355	White birch	8	3	No	Moderate	Crook & lean; dieback; in large planter.
1356	White birch	11	4	No	Moderate	Good form; minor dieback; in large planter.
1357	White birch	8	4	No	Moderate	Good form; minor dieback; in large planter.
1358	White birch	4	2	No	Low	Moderate dieback; basal decay; in large planter.
1359	White birch	4	2	No	Low	Leans; moderate dieback; in large planter.
1360	White birch	7	3	No	Low	Good form; moderate dieback; in large planter.
1361	Removed	--	--	No	--	--
1362	White birch	6	2	No	Low	Good form; moderate dieback; in large planter.
1363	White birch	5	2	No	Low	Poor form; dead top; in large planter.
1364	White birch	4	4	No	Moderate	Good form; minor dieback; in large planter.
1365	White birch	4	3	No	Moderate	Good young tree; minor dieback; in large planter.
1366	White birch	9	4	No	Moderate	Good form; minor dieback; in large planter.
1367	White birch	14	4	No	Moderate	Good form; minor dieback; in large planter.
1368	Bottlebrush	14	4	No	Moderate	Codominant trunks at 7'; good form, fair structure; Ganoderma; in small planter.
1369	Bottlebrush	14	3	No	Moderate	Stem failure at 3'; good form; in large planter.
1370	Bottlebrush	11,11	3	Yes	Moderate	Codominant trunks at 2'; seams NW stem bowed to horizontal; poor form; in large planter.
1371	English walnut	13,12,10,7	3	Yes	Moderate	Multiple attachments at 2'; one-sided E.; in large planter but close to bldg.
1372	Removed	--	--	No	--	--
1373	Trident maple	8	4	No	High	Good young tree.

Tree Assessment

Stanford Research Institute
Lane Partners
Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING
Divisions of The F.A. Bartlett Tree Expert Company

TREE No.	SPECIES	TRUNK DIAMETER (in.) 2024	CONDITION 0=dead 5=excell. 2024	HERITAGE TREE ? 2024	SUITABILITY for PRESERVATION 2024	COMMENTS 2024
1374	Canary Island pine	3	4	No	High	Good young tree; in large planter.
1375	London plane	8	3	No	Moderate	Minor dieback; in 9' wide planter.
1376	Coast live oak	34	4	Yes	Moderate	**Off-site**; overhangs site 30'; multiple attachments at 10'; base embedded in fence.
1377	Coast live oak	30	4	Yes	High	**No tag;** in enclosed area; multiple attachments at 8'; full, dense crown.
1378	Coast live oak	13	4	Yes	Moderate	**No tag;** in enclosed area; suppressed on W.; dense crown.
1379	Coast live oak	8	4	No	High	**No tag;** in enclosed area; dense crown to ground.

Remove Heritage
Design conflict

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
189	Eucalyptus	17	4	High	Yes	$8,700	Remove	O3	Design conflict	No
191	Eucalyptus	16	4	High	Yes	$7,750	Remove	O3	Design conflict	No
198	Eucalyptus	18	4	High	Yes	$9,750	Remove	O3	Design conflict	No
200	Golden rain	15	3	Low	Yes	$2,550	Remove	Parking	Design conflict	No
216	African fern pine	19	4	Moderate	Yes	$7,300	Remove	PG1	Design conflict	No
221	African fern pine	28	4	Moderate	Yes	$27,100	Remove	PG1	Design conflict	No
280	Camphor	17	3	Moderate	Yes	$6,300	Remove	O5	Design conflict	No
416	Deodar cedar	35	4	Moderate	Yes	$21,450	Remove	O1	Design conflict	No
423	Coast redwood	48	3	Moderate	Yes	$19,250	Remove	O1	Design conflict	No
425	Coast redwood	39	3	Moderate	Yes	$15,300	Remove	O1	Design conflict	No
426	Coast redwood	33	3	Moderate	Yes	$11,000	Remove	O1	Design conflict	No
427	Coast redwood	18	3	Moderate	Yes	$2,900	Remove	O1	Design conflict	No
428	Coast redwood	21	3	Moderate	Yes	$3,850	Remove	O1	Design conflict	No
429	Canary island pine	26	3	Low	Yes	$8,600	Remove	O1	Design conflict	No
525	Coast live oak	45	3	Moderate	Yes	$25,300	Remove	PG	Design conflict	No
586	Red oak	16	4	High	Yes	$7,750	Remove	R1	Design conflict	No
590	Bottlebrush	19	4	Moderate	Yes	$13,500	Remove	R1	Design conflict	No
601	Bottlebrush	19	3	Low	Yes	$9,700	Remove	Driveway	Design conflict	No
611	Ginkgo	12,11	3	Moderate	Yes	$6,700	Remove	R1	Design conflict	No
612	Ginkgo	9,8,7,6,3	3	Moderate	Yes	$3,750	Remove	R1	Design conflict	No
733	London plane	15	4	Moderate	Yes	$2,800	Remove	Sidewalk	Design conflict	No
776	Coast redwood	19	3	Moderate	Yes	$2,000	Remove	TH1	Design conflict	No
808	Coast live oak	13,13,11,9	4	High	Yes	$7,050	Remove	TH1	Design conflict	No
812	Olive	20	4	High	Yes	$8,300	Remove	TH1	Design conflict	No
813	Olive	12,11	3	Moderate	Yes	$3,500	Remove	TH1	Design conflict	No
826	Raywood ash	22	3	Low	Yes	$1,900	Remove	R1	Design conflict	No
1018	Coast live oak	9,5	3	Low	Yes	$1,750	Remove	Walkway	Design conflict	No
1154	Coast live oak	14,7	3	Moderate	Yes	$3,750	Remove	CUY	Design conflict	No
1155	Valley oak	22	4	High	Yes	$14,450	Remove	CUY	Design conflict	No
1181	Coast live oak	10	3	Low	Yes	$1,650	Remove	CUY	Design conflict	No
1240	Coast live oak	10	3	Moderate	Yes	$1,650	Remove	Driveway	Design conflict	No

Remove Heritage
Design conflict

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
1241	Coast live oak	10	3	Moderate	Yes	$1,650	Remove	Driveway	Design conflict	No
1274	Canary island pine	37	4	Moderate	Yes	$27,950	Remove	R1	Design conflict	No
1275	Canary island pine	34	3	Moderate	Yes	$16,900	Remove	R1	Design conflict	No
1276	Canary island pine	28	3	Moderate	Yes	$11,550	Remove	R1	Design conflict	No
1283	Coast redwood	23	4	Moderate	Yes	$7,550	Remove	R1	Design conflict	No
1286	Coast redwood	25	4	Moderate	Yes	$8,900	Remove	R1	Design conflict	No
1302	Evergreen ash	26,18	4	Moderate	Yes	$9,450	Remove	R1	Design conflict	No
1305	Sweetgum	19	3	Moderate	Yes	$9,050	Remove	R1	Design conflict	No
1313	Ginkgo	12,11,10,7	3	Moderate	Yes	$6,700	Remove	R1	Design conflict	No
1316	Ginkgo	10,9,7,7,6	3	Moderate	Yes	$4,650	Remove	R1	Design conflict	No
1338	Bottlebrush	15	4	Moderate	Yes	$7,300	Remove	O1	Design conflict	No
1340	Bottlebrush	16	3	Low	Yes	$5,950	Remove	O1	Design conflict	No
1342	Bottlebrush	16	4	Moderate	Yes	$8,300	Remove	O1	Design conflict	No
1350	Deodar cedar	33	3	Moderate	Yes	$13,700	Remove	O1	Design conflict	No
1351	Deodar cedar	23	3	Moderate	Yes	$6,750	Remove	O1	Design conflict	No
1370	Bottlebrush	11,11	3	Moderate	Yes	$5,650	Remove	R1	Design conflict	No
1371	English walnut	13,12,10,7	3	Moderate	Yes	$3,500	Remove	R1	Design conflict	No
29	Coast live oak	13	4	Moderate	Yes	$2,150	Remove	Road	Design conflict	Yes
41	Fig	12,11,11,9,8	5	High	Yes	$11,900	Remove	PG2	Design conflict	Yes
43	Coast live oak	31	3	Moderate	Yes	$14,100	Remove	PG2	Design conflict	Yes
44	Coast live oak	32	3	Moderate	Yes	$15,000	Remove	PG2	Design conflict	Yes
65	Coast live oak	39	4	Moderate	Yes	$26,600	Remove	Sidewalk	Design conflict	Yes
70	Valley oak	30	3	Moderate	Yes	$19,100	Remove	PG2	Design conflict	Yes
71	Coast live oak	17,6	5	High	Yes	$7,450	Remove	In roadway	Design conflict	Yes
72	Coast live oak	8,8	4	High	Yes	$2,800	Remove	In roadway	Design conflict	Yes
73	Modesto ash	20	3	Moderate	Yes	$4,150	Remove	Roadway	Design conflict	Yes
74	Silver dollar gum	50	4	High	Yes	$86,050	Remove	O3	Design conflict	Yes
82	Modesto ash	17	3	Low	Yes	$3,050	Remove	Sidewalk	Design conflict	Yes
89	Raywood ash	18	3	Moderate	Yes	$4,750	Remove	Loop road	Design conflict	Yes
111	Coast live oak	11	4	High	Yes	$2,650	Remove	Road	Design conflict	Yes
119	Coast live oak	27	4	Moderate	Yes	$12,850	Remove	O4	Design conflict	Yes

Remove Heritage
Design conflict

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
120	Coast live oak	24	4	Moderate	Yes	$11,850	Remove	O4	Design conflict	Yes
121	Coast live oak	22	3	Moderate	Yes	$7,200	Remove	O4	Design conflict	Yes
124	Coast live oak	24	4	Moderate	Yes	$11,850	Remove	O4	Design conflict	Yes
129	Canary Island palm	32	5	High	Yes	$5,900	Remove	Road	Design conflict	Yes
142	Modesto ash	18	3	Moderate	Yes	$3,400	Remove	Path	Design conflict	Yes
165	Hollywood juniper	22	3	Moderate	Yes	$6,200	Remove	O4	Design conflict	Yes
168	Coast live oak	26,19	3	Low	Yes	$13,050	Remove	O4	Design conflict	Yes
169	Coast live oak	32	4	Moderate	Yes	$18,000	Remove	O4	Design conflict	Yes
194	Coast live oak	27	4	Moderate	Yes	$12,850	Remove	O2	Design conflict	Yes
229	Willowleaf peppermint	56	4	Moderate	Yes	$61,750	Remove	O2	Design conflict	Yes
244	Willowleaf peppermint	21	4	Moderate	Yes	$8,850	Remove	O2	Design conflict	Yes
246	Willowleaf peppermint	35	4	Moderate	Yes	$24,250	Remove	O2	Design conflict	Yes
249	Willowleaf peppermint	30	3	Moderate	Yes	$19,100	Remove	O2	Design conflict	Yes
272	Southern magnolia	18	4	Moderate	Yes	$4,900	Remove	O5	Design conflict	Yes
273	Southern magnolia	15	3	Moderate	Yes	$2,550	Remove	O5	Design conflict	Yes
325	Monterey pine	27	3	Low	Yes	$8,650	Remove	O5	Design conflict	Yes
328	Southern magnolia	15	4	Moderate	Yes	$3,450	Remove	O5	Design conflict	Yes
339	Sweetgum	19	4	Moderate	Yes	$16,150	Remove	O2	Design conflict	Yes
350	London plane	15	4	High	Yes	$4,100	Remove	O2	Design conflict	Yes
351	London plane	15	4	High	Yes	$4,100	Remove	O2	Design conflict	Yes
368	London plane	16	4	Moderate	Yes	$4,650	Remove	RA	Design conflict	Yes
374	Coast redwood	31	3	Moderate	Yes	$8,150	Remove	O1	Design conflict	Yes
375	Coast redwood	26,23	3	Moderate	Yes	$10,150	Remove	O1	Design conflict	Yes
376	Coast redwood	37	3	Moderate	Yes	$11,500	Remove	O1	Design conflict	Yes
377	Coast redwood	20	3	Low	Yes	$3,500	Remove	O1	Design conflict	Yes
378	Coast redwood	33	3	Moderate	Yes	$9,200	Remove	O1	Design conflict	Yes
379	Coast redwood	25,22	3	Moderate	Yes	$9,350	Remove	O1	Design conflict	Yes
381	Coast redwood	15	3	Low	Yes	$2,050	Remove	O1	Design conflict	Yes
406	Coast redwood	21	3	Moderate	Yes	$4,600	Remove	Driveway	Design conflict	Yes
408	Yew	13,5,4,4,3,3,3	4	Moderate	Yes	$5,900	Remove	Walkway	Design conflict	Yes
418	Valley oak	49	4	Moderate	Yes	$70,850	Remove	O1	Design conflict	Yes

Remove Heritage Design conflict

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
424	Coast redwood	17	3	Moderate	Yes	$3,050	Remove	O1	Design conflict	Yes
437	Coast live oak	29	3	Moderate	Yes	$7,150	Remove	Sidewalk	Design conflict	Yes
495	Lemon-scented gum	22	3	Moderate	Yes	$11,100	Remove	PG1	Design conflict	Yes
503	Coast live oak	34	4	Moderate	Yes	$20,250	Remove	PG1	Design conflict	Yes
507	Coast live oak	34	4	Moderate	Yes	$20,250	Remove	PG1	Design conflict	Yes
513	Coast redwood	36	4	High	Yes	$18,200	Remove	RA	Design conflict	Yes
519	London plane	17	4	Moderate	Yes	$5,200	Remove	RA	Design conflict	Yes
521	London plane	16	4	Moderate	Yes	$4,650	Remove	RA	Design conflict	Yes
524	Chinese elm	16	4	Moderate	Yes	$7,750	Remove	PG	Design conflict	Yes
570	Chinese elm	18	4	High	Yes	$9,750	Remove	R1	Design conflict	Yes
571	Chinese elm	19	4	High	Yes	$12,600	Remove	R1	Design conflict	Yes
577	Valley oak	50	4	Moderate	Yes	$86,050	Remove	R1	Design conflict	Yes
585	Coast live oak	36	3	Low	Yes	$18,950	Remove	R1	Design conflict	Yes
588	Sweetgum	21	4	Moderate	Yes	$19,650	Remove	R1	Design conflict	Yes
589	Bottlebrush	19	4	Moderate	Yes	$11,600	Remove	R1	Design conflict	Yes
591	Sweetgum	16	3	Low	Yes	$4,700	Remove	R2	Design conflict	Yes
594	Sweetgum	19	3	Low	Yes	$6,500	Remove	R2	Design conflict	Yes
595	Sweetgum	18	3	Moderate	Yes	$5,900	Remove	R2	Design conflict	Yes
596	Sweetgum	21	3	Moderate	Yes	$7,950	Remove	R2	Design conflict	Yes
597	Sweetgum	18	3	Moderate	Yes	$5,900	Remove	R2	Design conflict	Yes
599	Sweetgum	16	3	Moderate	Yes	$4,700	Remove	R2	Design conflict	Yes
600	Sweetgum	18	3	Moderate	Yes	$5,900	Remove	Driveway	Design conflict	Yes
624	Coast live oak	15,12,11,11,10	4	Moderate	Yes	$6,600	Remove	R1	Design conflict	Yes
625	Bottle tree	32	4	Moderate	Yes	$18,000	Remove	R1	Design conflict	Yes
627	Canary island pine	30	4	Moderate	Yes	$15,800	Remove	R1	Design conflict	Yes
628	Canary island pine	32	4	Moderate	Yes	$18,000	Remove	R1	Design conflict	Yes
630	Holly oak	17	4	Moderate	Yes	$8,700	Remove	R1	Design conflict	Yes
634	Coast live oak	17	3	Moderate	Yes	$3,800	Remove	R1	Design conflict	Yes
635	Sweetgum	16	4	Moderate	Yes	$3,950	Remove	R1	Design conflict	Yes
639	Coast live oak	29	3	Low	Yes	$12,350	Remove	R1	Design conflict	Yes
640	Coast live oak	50	3	Low	Yes	$31,200	Remove	R1	Design conflict	Yes

Remove Heritage
Design conflict

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
641	Coast live oak	22	3	Moderate	Yes	$6,200	Remove	R1	Design conflict	Yes
642	Coast live oak	38	3	Moderate	Yes	$18,100	Remove	R1	Design conflict	Yes
645	Coast live oak	31	3	Moderate	Yes	$8,150	Remove	R1	Design conflict	Yes
646	African fern pine	15	3	Low	Yes	$4,950	Remove	R1	Design conflict	Yes
647	African fern pine	15	4	Moderate	Yes	$6,800	Remove	R1	Design conflict	Yes
655	Valley oak	14	4	High	Yes	$5,950	Remove	R1	Design conflict	Yes
678	Holly oak	10,9,8	4	Moderate	Yes	$5,550	Remove	Road	Design conflict	Yes
705	Chinese elm	22	4	Moderate	Yes	$14,450	Remove	Parking	Design conflict	Yes
740	Chinese elm	30	4	Moderate	Yes	$17,850	Remove	Driveway	Design conflict	Yes
746	Coast live oak	23	5	High	Yes	$14,000	Remove	OA Building	Design conflict	Yes
752	Chinese elm	16	3	Moderate	Yes	$5,600	Remove	R2	Design conflict	Yes
756	Coast live oak	19	3	Moderate	Yes	$4,700	Remove	R2	Design conflict	Yes
789	Silver dollar gum	15	3	Moderate	Yes	$4,950	Remove	TH1	Design conflict	Yes
790	Silver dollar gum	24	4	Moderate	Yes	$17,150	Remove	TH1	Design conflict	Yes
791	Silver dollar gum	19	3	Moderate	Yes	$7,800	Remove	TH1	Design conflict	Yes
792	River she-oak	25	4	High	Yes	$12,850	Remove	TH1	Design conflict	Yes
804	Blue Atlas cedar	20	4	Moderate	Yes	$8,300	Remove	TH1	Design conflict	Yes
809	Coast live oak	9,7,5	3	Moderate	Yes	$2,100	Remove	TH1	Design conflict	Yes
810	Olive	19	4	Moderate	Yes	$7,500	Remove	TH1	Design conflict	Yes
811	Olive	18	3	Low	Yes	$4,900	Remove	TH1	Design conflict	Yes
866	Coast redwood	23	3	Low	Yes	$2,800	Remove	R3	Design conflict	Yes
867	Coast redwood	37	3	Low	Yes	$7,000	Remove	R3	Design conflict	Yes
880	Raywood ash	23	4	High	Yes	$8,000	Remove	R3	Design conflict	Yes
885	Coast redwood	41	3	Moderate	Yes	$16,900	Remove	R3	Design conflict	Yes
891	Coast redwood	40	3	Moderate	Yes	$16,100	Remove	R3	Design conflict	Yes
892	Coast redwood	40	4	Moderate	Yes	$22,450	Remove	R3	Design conflict	Yes
893	Coast redwood	43	4	High	Yes	$25,900	Remove	R3	Design conflict	Yes
899	Coast live oak	16	4	Moderate	Yes	$4,650	Remove	TH2	Design conflict	Yes
902	Coast live oak	18	3	Moderate	Yes	$4,200	Remove	TH2	Design conflict	Yes
908	Coast live oak	23	3	Low	Yes	$6,750	Remove	RA	Design conflict	Yes
909	Xylosma	15	4	Moderate	Yes	$7,300	Remove	RA	Design conflict	Yes

Remove Heritage
Design conflict

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
910	Xylosma	15	3	Moderate	Yes	$5,250	Remove	RA	Design conflict	Yes
912	Xylosma	15	3	Low	Yes	$5,250	Remove	RA	Design conflict	Yes
914	Xylosma	12,10	3	Low	Yes	$5,700	Remove	RA	Design conflict	Yes
916	Xylosma	15	3	Moderate	Yes	$5,250	Remove	RA	Design conflict	Yes
917	Xylosma	16	3	Moderate	Yes	$5,950	Remove	RA	Design conflict	Yes
922	Xylosma	11,11	3	Moderate	Yes	$5,650	Remove	RA	Design conflict	Yes
927	Flowering cherry	18	3	Low	Yes	$6,300	Remove	RA Parking	Design conflict	Yes
945	Coast live oak	22	4	High	Yes	$10,000	Remove	RA	Design conflict	Yes
951	Coast live oak	19,9	4	Moderate	Yes	$9,150	Remove	RA	Design conflict	Yes
987	Coast live oak	13,6	3	Moderate	Yes	$3,150	Remove	Walkway	Design conflict	Yes
998	Coast live oak	19	4	Moderate	Yes	$7,500	Remove	Walkway	Design conflict	Yes
1044	Coast live oak	9,9,7	3	Low	Yes	$2,550	Remove	Walkway	Design conflict	Yes
1064	Coast live oak	10	3	Moderate	Yes	$1,650	Remove	Walkway	Design conflict	Yes
1067	Coast live oak	10,7	3	Low	Yes	$2,350	Remove	Walkway	Design conflict	Yes
1076	Coast live oak	12	4	High	Yes	$3,100	Remove	BS	Design conflict	Yes
1160	Silk tree	20,15,14,9,9	4	High	Yes	$11,050	Remove	CUY	Design conflict	Yes
1164	Southern magnolia	15	4	Moderate	Yes	$4,100	Remove	CUY	Design conflict	Yes
1165	Coast live oak	8,6	3	Moderate	Yes	$1,650	Remove	CUY	Design conflict	Yes
1167	Coast live oak	10	3	Moderate	Yes	$1,650	Remove	CUY	Design conflict	Yes
1170	Coast redwood	17	4	Moderate	Yes	$4,200	Remove	CUY	Design conflict	Yes
1171	Coast redwood	21	5	High	Yes	$8,100	Remove	CUY	Design conflict	Yes
1174	Coast redwood	15	4	Moderate	Yes	$3,350	Remove	CUY	Design conflict	Yes
1176	Coast redwood	15	4	Moderate	Yes	$3,350	Remove	CUY	Design conflict	Yes
1177	Coast redwood	16	4	High	Yes	$3,750	Remove	CUY	Design conflict	Yes
1178	Canary island pine	28	4	High	Yes	$16,100	Remove	CUY	Design conflict	Yes
1179	Canary island pine	20	4	High	Yes	$8,300	Remove	CUY	Design conflict	Yes
1205	Coast redwood	15	4	High	Yes	$3,350	Remove	Parking lot	Design conflict	Yes
1236	Coast live oak	10,7	3	Moderate	Yes	$2,350	Remove	Driveway	Design conflict	Yes
1244	Coast live oak	26	4	Moderate	Yes	$13,900	Remove	Driveway	Design conflict	Yes
1245	Coast live oak	19	4	Moderate	Yes	$7,500	Remove	Driveway	Design conflict	Yes
1249	Red oak	17	4	High	Yes	$8,700	Remove	Driveway	Design conflict	Yes

Remove Heritage
Design conflict

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
1277	Canary island pine	29	3	Moderate	Yes	$12,350	Remove	R1	Design conflict	Yes
1278	Canary island pine	33	4	High	Yes	$22,250	Remove	R1	Design conflict	Yes
1287	Coast redwood	16	3	Moderate	Yes	$2,750	Remove	R1	Design conflict	Yes
1288	Coast redwood	23	4	High	Yes	$7,550	Remove	R1	Design conflict	Yes
1292	Coast redwood	20	4	High	Yes	$5,750	Remove	R1	Design conflict	Yes
1293	Coast live oak	23	3	Moderate	Yes	$7,850	Remove	R1	Design conflict	Yes
1294	Canary Island palm	40	5	High	Yes	$5,900	Remove	R1	Design conflict	Yes
1300	Ginkgo	13,9,6	3	Moderate	Yes	$6,350	Remove	R1	Design conflict	Yes
1301	Sweetgum	17	3	Low	Yes	$7,300	Remove	R1	Design conflict	Yes
1306	Canary Island palm	30	5	High	Yes	$7,700	Remove	R1	Design conflict	Yes
1307	Coast live oak	14	4	Moderate	Yes	$3,600	Remove	R1	Design conflict	Yes
1343	Bottlebrush	15	3	Moderate	Yes	$5,250	Remove	O1	Design conflict	Yes
1348	Valley oak	11,9	3	Low	Yes	$3,050	Remove	O1	Design conflict	Yes
1349	Deodar cedar	33	3	Moderate	Yes	$13,700	Remove	O1	Design conflict	Yes
1377	Coast live oak	30	4	High	Yes	$18,450	Remove	R1	Design conflict	Yes
1378	Coast live oak	13	4	Moderate	Yes	$3,600	Remove	R1	Design conflict	Yes

Design conflict Heritage Wholly Within

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
29	Coast live oak	13	4	Moderate	Yes	$2,150	Remove	Road	Design conflict	Yes
41	Fig	12,11,11,	5	High	Yes	$11,900	Remove	PG2	Design conflict	Yes
43	Coast live oak	31	3	Moderate	Yes	$14,100	Remove	PG2	Design conflict	Yes
44	Coast live oak	32	3	Moderate	Yes	$15,000	Remove	PG2	Design conflict	Yes
65	Coast live oak	39	4	Moderate	Yes	$26,600	Remove	Sidewalk	Design conflict	Yes
70	Valley oak	30	3	Moderate	Yes	$19,100	Remove	PG2	Design conflict	Yes
71	Coast live oak	17,6	5	High	Yes	$7,450	Remove	In	Design conflict	Yes
72	Coast live oak	8,8	4	High	Yes	$2,800	Remove	In	Design conflict	Yes
73	Modesto ash	20	3	Moderate	Yes	$4,150	Remove	Roadway	Design conflict	Yes
74	Silver dollar gum	50	4	High	Yes	$86,050	Remove	O3	Design conflict	Yes
82	Modesto ash	17	3	Low	Yes	$3,050	Remove	Sidewalk	Design conflict	Yes
89	Raywood ash	18	3	Moderate	Yes	$4,750	Remove	Loop road	Design conflict	Yes
111	Coast live oak	11	4	High	Yes	$2,650	Remove	Road	Design conflict	Yes
119	Coast live oak	27	4	Moderate	Yes	$12,850	Remove	O4	Design conflict	Yes
120	Coast live oak	24	4	Moderate	Yes	$11,850	Remove	O4	Design conflict	Yes
121	Coast live oak	22	3	Moderate	Yes	$7,200	Remove	O4	Design conflict	Yes
124	Coast live oak	24	4	Moderate	Yes	$11,850	Remove	O4	Design conflict	Yes
129	Canary Island	32	5	High	Yes	$5,900	Remove	Road	Design conflict	Yes
142	Modesto ash	18	3	Moderate	Yes	$3,400	Remove	Path	Design conflict	Yes
165	Hollywood juniper	22	3	Moderate	Yes	$6,200	Remove	O4	Design conflict	Yes
168	Coast live oak	26,19	3	Low	Yes	$13,050	Remove	O4	Design conflict	Yes
169	Coast live oak	32	4	Moderate	Yes	$18,000	Remove	O4	Design conflict	Yes
194	Coast live oak	27	4	Moderate	Yes	$12,850	Remove	O2	Design conflict	Yes
229	Willowleaf	56	4	Moderate	Yes	$61,750	Remove	O2	Design conflict	Yes
244	Willowleaf	21	4	Moderate	Yes	$8,850	Remove	O2	Design conflict	Yes
246	Willowleaf	35	4	Moderate	Yes	$24,250	Remove	O2	Design conflict	Yes
249	Willowleaf	30	3	Moderate	Yes	$19,100	Remove	O2	Design conflict	Yes
272	Southern magnolia	18	4	Moderate	Yes	$4,900	Remove	O5	Design conflict	Yes
273	Southern magnolia	15	3	Moderate	Yes	$2,550	Remove	O5	Design conflict	Yes
325	Monterey pine	27	3	Low	Yes	$8,650	Remove	O5	Design conflict	Yes
328	Southern magnolia	15	4	Moderate	Yes	$3,450	Remove	O5	Design conflict	Yes
339	Sweetgum	19	4	Moderate	Yes	$16,150	Remove	O2	Design conflict	Yes

Design conflict Heritage Wholly Within

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
350	London plane	15	4	High	Yes	$4,100	Remove	O2	Design conflict	Yes
351	London plane	15	4	High	Yes	$4,100	Remove	O2	Design conflict	Yes
368	London plane	16	4	Moderate	Yes	$4,650	Remove	RA	Design conflict	Yes
374	Coast redwood	31	3	Moderate	Yes	$8,150	Remove	O1	Design conflict	Yes
375	Coast redwood	26,23	3	Moderate	Yes	$10,150	Remove	O1	Design conflict	Yes
376	Coast redwood	37	3	Moderate	Yes	$11,500	Remove	O1	Design conflict	Yes
377	Coast redwood	20	3	Low	Yes	$3,500	Remove	O1	Design conflict	Yes
378	Coast redwood	33	3	Moderate	Yes	$9,200	Remove	O1	Design conflict	Yes
379	Coast redwood	25,22	3	Moderate	Yes	$9,350	Remove	O1	Design conflict	Yes
381	Coast redwood	15	3	Low	Yes	$2,050	Remove	O1	Design conflict	Yes
406	Coast redwood	21	3	Moderate	Yes	$4,600	Remove	Driveway	Design conflict	Yes
408	Yew	13,5,4,4,3	4	Moderate	Yes	$5,900	Remove	Walkway	Design conflict	Yes
418	Valley oak	49	4	Moderate	Yes	$70,850	Remove	O1	Design conflict	Yes
424	Coast redwood	17	3	Moderate	Yes	$3,050	Remove	O1	Design conflict	Yes
437	Coast live oak	29	3	Moderate	Yes	$7,150	Remove	Sidewalk	Design conflict	Yes
495	Lemon-scented	22	3	Moderate	Yes	$11,100	Remove	PG1	Design conflict	Yes
503	Coast live oak	34	4	Moderate	Yes	$20,250	Remove	PG1	Design conflict	Yes
507	Coast live oak	34	4	Moderate	Yes	$20,250	Remove	PG1	Design conflict	Yes
513	Coast redwood	36	4	High	Yes	$18,200	Remove	RA	Design conflict	Yes
519	London plane	17	4	Moderate	Yes	$5,200	Remove	RA	Design conflict	Yes
521	London plane	16	4	Moderate	Yes	$4,650	Remove	RA	Design conflict	Yes
524	Chinese elm	16	4	Moderate	Yes	$7,750	Remove	PG	Design conflict	Yes
570	Chinese elm	18	4	High	Yes	$9,750	Remove	R1	Design conflict	Yes
571	Chinese elm	19	4	High	Yes	$12,600	Remove	R1	Design conflict	Yes
577	Valley oak	50	4	Moderate	Yes	$86,050	Remove	R1	Design conflict	Yes
585	Coast live oak	36	3	Low	Yes	$18,950	Remove	R1	Design conflict	Yes
588	Sweetgum	21	4	Moderate	Yes	$19,650	Remove	R1	Design conflict	Yes
589	Bottlebrush	19	4	Moderate	Yes	$11,600	Remove	R1	Design conflict	Yes
591	Sweetgum	16	3	Low	Yes	$4,700	Remove	R2	Design conflict	Yes
594	Sweetgum	19	3	Low	Yes	$6,500	Remove	R2	Design conflict	Yes
595	Sweetgum	18	3	Moderate	Yes	$5,900	Remove	R2	Design conflict	Yes
596	Sweetgum	21	3	Moderate	Yes	$7,950	Remove	R2	Design conflict	Yes

Design conflict Heritage Wholly Within

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
597	Sweetgum	18	3	Moderate	Yes	$5,900	Remove	R2	Design conflict	Yes
599	Sweetgum	16	3	Moderate	Yes	$4,700	Remove	R2	Design conflict	Yes
600	Sweetgum	18	3	Moderate	Yes	$5,900	Remove	Driveway	Design conflict	Yes
624	Coast live oak	15,12,11,	4	Moderate	Yes	$6,600	Remove	R1	Design conflict	Yes
625	Bottle tree	32	4	Moderate	Yes	$18,000	Remove	R1	Design conflict	Yes
627	Canary island pine	30	4	Moderate	Yes	$15,800	Remove	R1	Design conflict	Yes
628	Canary island pine	32	4	Moderate	Yes	$18,000	Remove	R1	Design conflict	Yes
630	Holly oak	17	4	Moderate	Yes	$8,700	Remove	R1	Design conflict	Yes
634	Coast live oak	17	3	Moderate	Yes	$3,800	Remove	R1	Design conflict	Yes
635	Sweetgum	16	4	Moderate	Yes	$3,950	Remove	R1	Design conflict	Yes
639	Coast live oak	29	3	Low	Yes	$12,350	Remove	R1	Design conflict	Yes
640	Coast live oak	50	3	Low	Yes	$31,200	Remove	R1	Design conflict	Yes
641	Coast live oak	22	3	Moderate	Yes	$6,200	Remove	R1	Design conflict	Yes
642	Coast live oak	38	3	Moderate	Yes	$18,100	Remove	R1	Design conflict	Yes
645	Coast live oak	31	3	Moderate	Yes	$8,150	Remove	R1	Design conflict	Yes
646	African fern pine	15	3	Low	Yes	$4,950	Remove	R1	Design conflict	Yes
647	African fern pine	15	4	Moderate	Yes	$6,800	Remove	R1	Design conflict	Yes
655	Valley oak	14	4	High	Yes	$5,950	Remove	R1	Design conflict	Yes
678	Holly oak	10,9,8	4	Moderate	Yes	$5,550	Remove	Road	Design conflict	Yes
705	Chinese elm	22	4	Moderate	Yes	$14,450	Remove	Parking	Design conflict	Yes
740	Chinese elm	30	4	Moderate	Yes	$17,850	Remove	Driveway	Design conflict	Yes
746	Coast live oak	23	5	High	Yes	$14,000	Remove	OA Buildin	Design conflict	Yes
752	Chinese elm	16	3	Moderate	Yes	$5,600	Remove	R2	Design conflict	Yes
756	Coast live oak	19	3	Moderate	Yes	$4,700	Remove	R2	Design conflict	Yes
789	Silver dollar gum	15	3	Moderate	Yes	$4,950	Remove	TH1	Design conflict	Yes
790	Silver dollar gum	24	4	Moderate	Yes	$17,150	Remove	TH1	Design conflict	Yes
791	Silver dollar gum	19	3	Moderate	Yes	$7,800	Remove	TH1	Design conflict	Yes
792	River she-oak	25	4	High	Yes	$12,850	Remove	TH1	Design conflict	Yes
804	Blue Atlas cedar	20	4	Moderate	Yes	$8,300	Remove	TH1	Design conflict	Yes
809	Coast live oak	9,7,5	3	Moderate	Yes	$2,100	Remove	TH1	Design conflict	Yes
810	Olive	19	4	Moderate	Yes	$7,500	Remove	TH1	Design conflict	Yes
811	Olive	18	3	Low	Yes	$4,900	Remove	TH1	Design conflict	Yes

Design conflict Heritage Wholly Within

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
866	Coast redwood	23	3	Low	Yes	$2,800	Remove	R3	Design conflict	Yes
867	Coast redwood	37	3	Low	Yes	$7,000	Remove	R3	Design conflict	Yes
880	Raywood ash	23	4	High	Yes	$8,000	Remove	R3	Design conflict	Yes
885	Coast redwood	41	3	Moderate	Yes	$16,900	Remove	R3	Design conflict	Yes
891	Coast redwood	40	3	Moderate	Yes	$16,100	Remove	R3	Design conflict	Yes
892	Coast redwood	40	4	Moderate	Yes	$22,450	Remove	R3	Design conflict	Yes
893	Coast redwood	43	4	High	Yes	$25,900	Remove	R3	Design conflict	Yes
899	Coast live oak	16	4	Moderate	Yes	$4,650	Remove	TH2	Design conflict	Yes
902	Coast live oak	18	3	Moderate	Yes	$4,200	Remove	TH2	Design conflict	Yes
908	Coast live oak	23	3	Low	Yes	$6,750	Remove	RA	Design conflict	Yes
909	Xylosma	15	4	Moderate	Yes	$7,300	Remove	RA	Design conflict	Yes
910	Xylosma	15	3	Moderate	Yes	$5,250	Remove	RA	Design conflict	Yes
912	Xylosma	15	3	Low	Yes	$5,250	Remove	RA	Design conflict	Yes
914	Xylosma	12,10	3	Low	Yes	$5,700	Remove	RA	Design conflict	Yes
916	Xylosma	15	3	Moderate	Yes	$5,250	Remove	RA	Design conflict	Yes
917	Xylosma	16	3	Moderate	Yes	$5,950	Remove	RA	Design conflict	Yes
922	Xylosma	11,11	3	Moderate	Yes	$5,650	Remove	RA	Design conflict	Yes
927	Flowering cherry	18	3	Low	Yes	$6,300	Remove	RA Parking	Design conflict	Yes
945	Coast live oak	22	4	High	Yes	$10,000	Remove	RA	Design conflict	Yes
951	Coast live oak	19,9	4	Moderate	Yes	$9,150	Remove	RA	Design conflict	Yes
987	Coast live oak	13,6	3	Moderate	Yes	$3,150	Remove	Walkway	Design conflict	Yes
998	Coast live oak	19	4	Moderate	Yes	$7,500	Remove	Walkway	Design conflict	Yes
1044	Coast live oak	9,9,7	3	Low	Yes	$2,550	Remove	Walkway	Design conflict	Yes
1064	Coast live oak	10	3	Moderate	Yes	$1,650	Remove	Walkway	Design conflict	Yes
1067	Coast live oak	10,7	3	Low	Yes	$2,350	Remove	Walkway	Design conflict	Yes
1076	Coast live oak	12	4	High	Yes	$3,100	Remove	BS	Design conflict	Yes
1160	Silk tree	20,15,14,	4	High	Yes	$11,050	Remove	CUY	Design conflict	Yes
1164	Southern magnolia	15	4	Moderate	Yes	$4,100	Remove	CUY	Design conflict	Yes
1165	Coast live oak	8,6	3	Moderate	Yes	$1,650	Remove	CUY	Design conflict	Yes
1167	Coast live oak	10	3	Moderate	Yes	$1,650	Remove	CUY	Design conflict	Yes
1170	Coast redwood	17	4	Moderate	Yes	$4,200	Remove	CUY	Design conflict	Yes
1171	Coast redwood	21	5	High	Yes	$8,100	Remove	CUY	Design conflict	Yes

Design conflict Heritage Wholly Within

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
1174	Coast redwood	15	4	Moderate	Yes	$3,350	Remove	CUY	Design conflict	Yes
1176	Coast redwood	15	4	Moderate	Yes	$3,350	Remove	CUY	Design conflict	Yes
1177	Coast redwood	16	4	High	Yes	$3,750	Remove	CUY	Design conflict	Yes
1178	Canary island pine	28	4	High	Yes	$16,100	Remove	CUY	Design conflict	Yes
1179	Canary island pine	20	4	High	Yes	$8,300	Remove	CUY	Design conflict	Yes
1205	Coast redwood	15	4	High	Yes	$3,350	Remove	Parking lot	Design conflict	Yes
1236	Coast live oak	10,7	3	Moderate	Yes	$2,350	Remove	Driveway	Design conflict	Yes
1244	Coast live oak	26	4	Moderate	Yes	$13,900	Remove	Driveway	Design conflict	Yes
1245	Coast live oak	19	4	Moderate	Yes	$7,500	Remove	Driveway	Design conflict	Yes
1249	Red oak	17	4	High	Yes	$8,700	Remove	Driveway	Design conflict	Yes
1277	Canary island pine	29	3	Moderate	Yes	$12,350	Remove	R1	Design conflict	Yes
1278	Canary island pine	33	4	High	Yes	$22,250	Remove	R1	Design conflict	Yes
1287	Coast redwood	16	3	Moderate	Yes	$2,750	Remove	R1	Design conflict	Yes
1288	Coast redwood	23	4	High	Yes	$7,550	Remove	R1	Design conflict	Yes
1292	Coast redwood	20	4	High	Yes	$5,750	Remove	R1	Design conflict	Yes
1293	Coast live oak	23	3	Moderate	Yes	$7,850	Remove	R1	Design conflict	Yes
1294	Canary Island	40	5	High	Yes	$5,900	Remove	R1	Design conflict	Yes
1300	Ginkgo	13,9,6	3	Moderate	Yes	$6,350	Remove	R1	Design conflict	Yes
1301	Sweetgum	17	3	Low	Yes	$7,300	Remove	R1	Design conflict	Yes
1306	Canary Island	30	5	High	Yes	$7,700	Remove	R1	Design conflict	Yes
1307	Coast live oak	14	4	Moderate	Yes	$3,600	Remove	R1	Design conflict	Yes
1343	Bottlebrush	15	3	Moderate	Yes	$5,250	Remove	O1	Design conflict	Yes
1348	Valley oak	11,9	3	Low	Yes	$3,050	Remove	O1	Design conflict	Yes
1349	Deodar cedar	33	3	Moderate	Yes	$13,700	Remove	O1	Design conflict	Yes
1377	Coast live oak	30	4	High	Yes	$18,450	Remove	R1	Design conflict	Yes
1378	Coast live oak	13	4	Moderate	Yes	$3,600	Remove	R1	Design conflict	Yes

Design conflict Heritage Abutting

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
189	Eucalyptus	17	4	High	Yes	$8,700	Remove	O3	Design conflict	No
191	Eucalyptus	16	4	High	Yes	$7,750	Remove	O3	Design conflict	No
198	Eucalyptus	18	4	High	Yes	$9,750	Remove	O3	Design conflict	No
200	Golden rain	15	3	Low	Yes	$2,550	Remove	Parking	Design conflict	No
216	African fern pine	19	4	Moderate	Yes	$7,300	Remove	PG1	Design conflict	No
221	African fern pine	28	4	Moderate	Yes	$27,100	Remove	PG1	Design conflict	No
280	Camphor	17	3	Moderate	Yes	$6,300	Remove	O5	Design conflict	No
416	Deodar cedar	35	4	Moderate	Yes	$21,450	Remove	O1	Design conflict	No
423	Coast redwood	48	3	Moderate	Yes	$19,250	Remove	O1	Design conflict	No
425	Coast redwood	39	3	Moderate	Yes	$15,300	Remove	O1	Design conflict	No
426	Coast redwood	33	3	Moderate	Yes	$11,000	Remove	O1	Design conflict	No
427	Coast redwood	18	3	Moderate	Yes	$2,900	Remove	O1	Design conflict	No
428	Coast redwood	21	3	Moderate	Yes	$3,850	Remove	O1	Design conflict	No
429	Canary island pine	26	3	Low	Yes	$8,600	Remove	O1	Design conflict	No
525	Coast live oak	45	3	Moderate	Yes	$25,300	Remove	PG	Design conflict	No
586	Red oak	16	4	High	Yes	$7,750	Remove	R1	Design conflict	No
590	Bottlebrush	19	4	Moderate	Yes	$13,500	Remove	R1	Design conflict	No
601	Bottlebrush	19	3	Low	Yes	$9,700	Remove	Driveway	Design conflict	No
611	Ginkgo	12,11	3	Moderate	Yes	$6,700	Remove	R1	Design conflict	No
612	Ginkgo	9,8,7,6,3	3	Moderate	Yes	$3,750	Remove	R1	Design conflict	No
733	London plane	15	4	Moderate	Yes	$2,800	Remove	Sidewalk	Design conflict	No
776	Coast redwood	19	3	Moderate	Yes	$2,000	Remove	TH1	Design conflict	No
808	Coast live oak	13,13,11,9	4	High	Yes	$7,050	Remove	TH1	Design conflict	No
812	Olive	20	4	High	Yes	$8,300	Remove	TH1	Design conflict	No
813	Olive	12,11	3	Moderate	Yes	$3,500	Remove	TH1	Design conflict	No
826	Raywood ash	22	3	Low	Yes	$1,900	Remove	R1	Design conflict	No
1018	Coast live oak	9,5	3	Low	Yes	$1,750	Remove	Walkway	Design conflict	No
1154	Coast live oak	14,7	3	Moderate	Yes	$3,750	Remove	CUY	Design conflict	No

Design conflict Heritage Abutting

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?	Wholly or abutting (Yes or No)
1155	Valley oak	22	4	High	Yes	$14,450	Remove	CUY	Design conflict	No
1181	Coast live oak	10	3	Low	Yes	$1,650	Remove	CUY	Design conflict	No
1240	Coast live oak	10	3	Moderate	Yes	$1,650	Remove	Driveway	Design conflict	No
1241	Coast live oak	10	3	Moderate	Yes	$1,650	Remove	Driveway	Design conflict	No
1274	Canary island pine	37	4	Moderate	Yes	$27,950	Remove	R1	Design conflict	No
1275	Canary island pine	34	3	Moderate	Yes	$16,900	Remove	R1	Design conflict	No
1276	Canary island pine	28	3	Moderate	Yes	$11,550	Remove	R1	Design conflict	No
1283	Coast redwood	23	4	Moderate	Yes	$7,550	Remove	R1	Design conflict	No
1286	Coast redwood	25	4	Moderate	Yes	$8,900	Remove	R1	Design conflict	No
1302	Evergreen ash	26,18	4	Moderate	Yes	$9,450	Remove	R1	Design conflict	No
1305	Sweetgum	19	3	Moderate	Yes	$9,050	Remove	R1	Design conflict	No
1313	Ginkgo	12,11,10,7	3	Moderate	Yes	$6,700	Remove	R1	Design conflict	No
1316	Ginkgo	10,9,7,7,6	3	Moderate	Yes	$4,650	Remove	R1	Design conflict	No
1338	Bottlebrush	15	4	Moderate	Yes	$7,300	Remove	O1	Design conflict	No
1340	Bottlebrush	16	3	Low	Yes	$5,950	Remove	O1	Design conflict	No
1342	Bottlebrush	16	4	Moderate	Yes	$8,300	Remove	O1	Design conflict	No
1350	Deodar cedar	33	3	Moderate	Yes	$13,700	Remove	O1	Design conflict	No
1351	Deodar cedar	23	3	Moderate	Yes	$6,750	Remove	O1	Design conflict	No
1370	Bottlebrush	11,11	3	Moderate	Yes	$5,650	Remove	R1	Design conflict	No
1371	English walnut	13,12,10,7	3	Moderate	Yes	$3,500	Remove	R1	Design conflict	No

Health Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING

Tag #	Species	Diameter	Condition	Suitability	Heritage	Matrix Value
28	Coast live oak	30	2	Low	Yes	$400
40	Valley oak	35	2	Low	Yes	$1,200
42	Coast live oak	31	2	Low	Yes	$1,200
110	Raywood ash	17	1	Low	Yes	$200
126	Raywood ash	26	2	Low	Yes	$400
159	Modesto ash	15	2	Low	Yes	$100
163	Coast live oak	19	2	Low	Yes	$200
166	Valley oak	38	2	Low	Yes	$1,200
206	Golden rain	18	2	Low	Yes	$200
330	Monterey pine	27	2	Low	Yes	$400
584	Coast redwood	25	2	Low	Yes	$400
632	Coast live oak	30	2	Low	Yes	$400
636	Canary island pine	19	2	Low	Yes	$200
786	Southern magnolia	17	2	Low	Yes	$200
788	American elm	38	2	Low	Yes	$1,200
868	Coast redwood	19	2	Low	Yes	$200
906	Coast redwood	29	1	Low	Yes	$400
907	Coast redwood	28,22	2	Low	Yes	$400
1007	Coast live oak	10	2	Low	Yes	$100
1077	Calif. bay	40	2	Low	Yes	$1,200
1079	Calif. black walnut	46	2	Low	Yes	$5,000
1185	Coast live oak	34	2	Low	Yes	$1,200
1239	Monterey pine	28	2	Low	Yes	$400
1341	Bottlebrush	15	2	Low	Yes	$100
1345	Bottlebrush	16	2	Low	Yes	$200

Undesirable Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

HORT SCIENCE
BARTLETT CONSULTING

Tag #	Species	Diameter	Condition	Suitability	Heritage	Matrix Value
14	Tree of heaven	23	4	Low	Yes	$400
16	Tree of heaven	15	3	Low	Yes	$100
23	Tree of heaven	28	2	Low	Yes	$400
60	Glossy privet	15	1	Low	Yes	$100
62	Glossy privet	15	3	Low	Yes	$100
90	Tree of heaven	22	2	Low	Yes	$400
152	Tree of heaven	46	4	Low	Yes	$5,000
179	Glossy privet	15	3	Moderate	Yes	$100
182	Tree of heaven	19,12,12	4	Low	Yes	$400
192	Calif. pepper	28	4	High	Yes	$400
193	Calif. pepper	15	3	Moderate	Yes	$100
195	Calif. pepper	20	3	Moderate	Yes	$200
236	Mexican fan palm	20	5	High	Yes	$200
238	Mexican fan palm	18	5	High	Yes	$200
241	Calif. pepper	26	4	Moderate	Yes	$400
497	White birch	15	3	Moderate	Yes	$100
530	Mexican fan palm	27	5	High	Yes	$400
696	Mexican fan palm	17	5	High	Yes	$200
713	Blackwood acacia	20	3	Low	Yes	$200
758	Red ironbark	24	3	Moderate	Yes	$400
820	Red ironbark	29	4	Moderate	Yes	$400
942	Glossy privet	12,10,9	2	Low	Yes	$400
1012	Blackwood acacia	16	3	Low	Yes	$200
1014	Blackwood acacia	24	1	Low	Yes	$400
1020	Blackwood acacia	22	3	Moderate	Yes	$400
1022	Blackwood acacia	17,12	3	Low	Yes	$400

Undesirable Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Matrix Value
1034	Blackwood acacia	15	3	Low	Yes	$100
1072	Blackwood acacia	17	3	Moderate	Yes	$200
1074	Blackwood acacia	16	3	Moderate	Yes	$200
1139	Red ironbark	22	3	Low	Yes	$400
1147	Glossy privet	10,9,7,7,6,	3	Low	Yes	$400
1196	Tree of heaven	18	3	Low	Yes	$200
1198	Tree of heaven	14,9	3	Low	Yes	$400
1201	Tree of heaven	12,9	3	Low	Yes	$400
1212	Tree of heaven	12,10	3	Low	Yes	$400
1224	Tree of heaven	15	3	Low	Yes	$100
1225	Tree of heaven	15,14	3	Low	Yes	$400

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition	Conflict type	Why?
69	Coast live oak	61	4	Moderate	Yes	$43,250	Preserve?	PG2	Modification necessary for preservation.
140	Coast live oak	47	3	Moderate	Yes	$18,450	Preserve?	Sidewalk	Modification necessary for preservation.
222	Coast live oak	12,12	4	Moderate	Yes	$5,200	Preserve?	Relocate path	Modification necessary for preservation.
279	Valley oak	17	4	High	Yes	$10,100	Preserve?	O5 adjecent	Modification necessary for preservation.
415	Deodar cedar	38	4	Moderate	Yes	$25,250	Preserve?	O1	Modification necessary for preservation.
526	Bottle tree	23	3	Moderate	Yes	$6,750	Preserve?	Sidewalk	Modification necessary for preservation.
755	Coast live oak	27	4	Moderate	Yes	$12,850	Preserve?	Near Laurel St.	Modification necessary for preservation.
1211	Coast redwood	38	4	High	Yes	$20,250	Preserve?	Parking area (no number)	Modification necessary for preservation.
1216	Coast live oak	7,6,4	3	Moderate	Yes	$1,250	Preserve?	Close to Loop Rd.	Modification necessary for preservation.
1319	Coast live oak	30	3	Low	Yes	$7,650	Preserve?	Near Laurel St.	Modification necessary for preservation.

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
1	Coast live oak	18	3	Moderate	Yes	$4,900	Preserve
2	Chinese elm	13,12,9	3	Moderate	Yes	$7,900	Preserve
3	Coast live oak	21	3	Moderate	Yes	$6,600	Preserve
4	Coast live oak	17	3	Moderate	Yes	$4,400	Preserve
5	Coast live oak	12,10	3	Moderate	Yes	$3,750	Preserve
6	Coast live oak	12	3	Moderate	Yes	$2,300	Preserve
7	Coast live oak	10	3	Low	Yes	$1,650	Preserve
8	Coast live oak	12	3	Low	Yes	$2,300	Preserve
9	Coast live oak	14	3	Low	Yes	$3,050	Preserve
10	Coast live oak	19	4	Moderate	Yes	$7,500	Preserve
11	Coast live oak	18	3	Moderate	Yes	$4,900	Preserve
12	Coast live oak	17,13	3	Moderate	Yes	$6,850	Preserve
13	Coast live oak	14	3	Low	Yes	$3,050	Preserve
15	Coast live oak	23	4	High	Yes	$10,900	Preserve
17	Coast live oak	28,26,25,18	4	Moderate	Yes	$29,750	Preserve
18	Coast live oak	12,6,5	3	Low	Yes	$2,800	Preserve
19	Valley oak	17	3	Moderate	Yes	$7,300	Preserve
20	Coast live oak	16,10,7,6	4	Moderate	Yes	$7,400	Preserve
21	Valley oak	19	4	High	Yes	$12,600	Preserve
22	Coast live oak	10	3	Moderate	Yes	$1,650	Preserve
24	Valley oak	14	4	High	Yes	$6,950	Preserve
25	Valley oak	15	4	Moderate	Yes	$7,950	Preserve
26	Valley oak	19	5	High	Yes	$16,150	Preserve
27	Coast live oak	35	3	Moderate	Yes	$15,400	Preserve
30	Coast live oak	13	4	Moderate	Yes	$3,150	Preserve
55	Coast live oak	32	4	Moderate	Yes	$18,000	Preserve
56	African fern pine	23	4	Moderate	Yes	$15,750	Preserve
57	African fern pine	19	4	Moderate	Yes	$10,850	Preserve
58	African fern pine	33	4	Moderate	Yes	$32,250	Preserve
59	African fern pine	20	4	Moderate	Yes	$11,950	Preserve
67	Coast live oak	24	3	Moderate	Yes	$7,350	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
68	Coast live oak	47	4	Moderate	Yes	$38,550	Preserve
75	Aleppo pine	35	4	High	Yes	$21,450	Preserve
76	Coast live oak	44	4	High	Yes	$33,800	Preserve
77	Coast live oak	30	3	Moderate	Yes	$11,350	Preserve
78	Coast live oak	24	4	Moderate	Yes	$10,200	Preserve
79	Coast live oak	30	3	Low	Yes	$11,350	Preserve
80	Modesto ash	30	3	Moderate	Yes	$9,150	Preserve
85	Coast live oak	16	5	High	Yes	$6,850	Preserve
86	Valley oak	18	4	Moderate	Yes	$11,350	Preserve
87	Coast live oak	32	4	Moderate	Yes	$18,000	Preserve
91	Coast live oak	13	4	Moderate	Yes	$3,150	Preserve
92	Coast redwood	15	3	Moderate	Yes	$2,450	Preserve
93	Coast redwood	32	4	Moderate	Yes	$14,400	Preserve
94	Coast live oak	16	3	Low	Yes	$3,900	Preserve
95	Coast live oak	23	3	Low	Yes	$6,750	Preserve
97	Coast live oak	28	3	Moderate	Yes	$9,900	Preserve
98	Coast live oak	28	4	Moderate	Yes	$16,100	Preserve
99	Coast live oak	22,18	3	Moderate	Yes	$11,900	Preserve
102	Coast live oak	20,12,10	4	Moderate	Yes	$11,200	Preserve
103	Coast live oak	22,15	4	Moderate	Yes	$14,550	Preserve
104	Coast redwood	19	5	High	Yes	$6,650	Preserve
105	Coast redwood	19	5	High	Yes	$6,650	Preserve
107	Coast live oak	13	5	High	Yes	$4,600	Preserve
108	Coast redwood	24	4	Moderate	Yes	$8,200	Preserve
112	Coast live oak	23,15	4	Moderate	Yes	$15,450	Preserve
113	Coast live oak	23	4	Moderate	Yes	$10,900	Preserve
116	Coast live oak	19,13	4	High	Yes	$10,950	Preserve
117	Coast live oak	28	4	Moderate	Yes	$16,100	Preserve
118	Coast live oak	16	4	High	Yes	$5,400	Preserve
123	Coast live oak	22	5	High	Yes	$12,800	Preserve
125	Coast live oak	26	3	Moderate	Yes	$10,000	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
127	Coast live oak	31	4	Moderate	Yes	$19,650	Preserve
141	Valley oak	48	3	Moderate	Yes	$32,500	Preserve
144	London plane	24	5	High	Yes	$8,750	Preserve
148	Dracaena palm	10,8,7,7	4	Moderate	Yes	$3,500	Preserve
151	Coast live oak	42	5	High	Yes	$46,150	Preserve
153	Coast live oak	26	4	High	Yes	$13,900	Preserve
154	Coast live oak	17	5	High	Yes	$7,750	Preserve
155	Coast live oak	13	5	High	Yes	$4,600	Preserve
156	Coast live oak	33	5	High	Yes	$24,500	Preserve
158	Coast live oak	43	4	Moderate	Yes	$37,650	Preserve
160	Valley oak	46	4	Moderate	Yes	$62,500	Preserve
164	Valley oak	14	5	High	Yes	$8,850	Preserve
174	Valley oak	40	3	Moderate	Yes	$33,850	Preserve
183	African fern pine	25	4	Moderate	Yes	$18,600	Preserve
184	Modesto ash	21	3	Moderate	Yes	$4,600	Preserve
185	African fern pine	20	4	Moderate	Yes	$11,950	Preserve
223	Coast live oak	13	4	Moderate	Yes	$3,150	Preserve
224	African fern pine	25	3	Moderate	Yes	$15,550	Preserve
226	African fern pine	19	3	Moderate	Yes	$9,050	Preserve
245	Willowleaf peppermint	29	4	Moderate	Yes	$16,700	Preserve
256	African fern pine	22	4	High	Yes	$16,800	Preserve
257	African fern pine	20	4	High	Yes	$13,950	Preserve
258	Monterey pine	18	4	Moderate	Yes	$4,700	Preserve
259	African fern pine	29	4	Moderate	Yes	$29,100	Preserve
264	African fern pine	19	4	Moderate	Yes	$12,600	Preserve
265	Valley oak	41	3	Moderate	Yes	$35,550	Preserve
305	Fremont cottonwood	42	4	Moderate	Yes	$12,450	Preserve
306	Valley oak	40	4	Moderate	Yes	$47,300	Preserve
323	Olive	16,9,8	4	High	Yes	$7,050	Preserve
334	Southern magnolia	16	4	Moderate	Yes	$4,650	Preserve
337	Valley oak	9,8	5	High	Yes	$6,600	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
340	Coast redwood	22	4	Moderate	Yes	$8,050	Preserve
341	Coast redwood	21	3	Moderate	Yes	$3,850	Preserve
342	Coast redwood	22	3	Moderate	Yes	$4,200	Preserve
360	London plane	15	4	High	Yes	$4,100	Preserve
385	Valley oak	38	2	Low	Yes	$18,400	Preserve
395	Italian cypress	18	5	High	Yes	$7,450	Preserve
402	Canary island pine	38	3	Moderate	Yes	$21,100	Preserve
403	Canary island pine	33	4	Moderate	Yes	$22,250	Preserve
404	Canary island pine	26	4	High	Yes	$13,900	Preserve
407	Coast redwood	32	4	Moderate	Yes	$14,400	Preserve
412	Deodar cedar	33	4	Moderate	Yes	$22,250	Preserve
438	Deodar cedar	35,24,14,13	3	Moderate	Yes	$22,550	Preserve
447	Canary island pine	32	4	High	Yes	$20,950	Preserve
452	Coast redwood	29	4	Moderate	Yes	$9,950	Preserve
453	Coast redwood	50	4	Moderate	Yes	$29,150	Preserve
454	Coast live oak	18	3	Low	Yes	$2,900	Preserve
472	Coast live oak	32	4	Moderate	Yes	$18,000	Preserve
515	Coast redwood	54	4	Moderate	Yes	$40,700	Preserve
527	Coast live oak	11	5	High	Yes	$3,350	Preserve
528	Coast live oak	11	3	Moderate	Yes	$1,950	Preserve
529	Coast live oak	13	5	High	Yes	$4,600	Preserve
562	Coast live oak	34	3	Moderate	Yes	$12,150	Preserve
565	Coast live oak	38	3	Moderate	Yes	$18,100	Preserve
583	Coast live oak	10	5	High	Yes	$2,800	Preserve
619	Coast redwood	28	3	Moderate	Yes	$8,000	Preserve
620	Coast redwood	38	4	Moderate	Yes	$20,250	Preserve
621	Coast redwood	28	3	Moderate	Yes	$8,000	Preserve
668	Manna gum	29	3	Moderate	Yes	$12,350	Preserve
670	Manna gum	42	4	Moderate	Yes	$35,950	Preserve
681	Camphor	24	4	Moderate	Yes	$20,000	Preserve
682	Camphor	19	3	Moderate	Yes	$9,050	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
683	Manna gum	55	4	Moderate	Yes	$61,450	Preserve
698	Camphor	23	3	Moderate	Yes	$13,200	Preserve
699	Camphor	22	3	Moderate	Yes	$12,050	Preserve
700	Camphor	22	3	Moderate	Yes	$12,050	Preserve
701	Willowleaf peppermint	39	3	Moderate	Yes	$32,200	Preserve
702	Willowleaf peppermint	32	3	Low	Yes	$25,300	Preserve
703	Willowleaf peppermint	44	3	Moderate	Yes	$47,700	Preserve
704	Willowleaf peppermint	33	4	Moderate	Yes	$37,600	Preserve
719	Manna gum	70	4	Moderate	Yes	$99,450	Preserve
720	London plane	17	4	Moderate	Yes	$5,200	Preserve
721	London plane	16	4	Moderate	Yes	$4,650	Preserve
728	Western sycamore	18	4	High	Yes	$6,750	Preserve
795	Olive	17,13	3	Moderate	Yes	$6,850	Preserve
796	Olive	15	3	Moderate	Yes	$3,450	Preserve
798	Olive	15,12	4	Moderate	Yes	$7,650	Preserve
801	Coast live oak	33	4	Moderate	Yes	$22,250	Preserve
802	Olive	17,13	4	Moderate	Yes	$8,150	Preserve
803	Olive	25	4	Moderate	Yes	$11,050	Preserve
825	Coast live oak	11	5	High	Yes	$3,350	Preserve
831	Coast redwood	30	3	Moderate	Yes	$7,650	Preserve
832	Coast redwood	15	3	Moderate	Yes	$2,450	Preserve
833	Coast redwood	32	3	Low	Yes	$12,050	Preserve
834	Coast redwood	24	3	Moderate	Yes	$5,900	Preserve
835	Coast redwood	15	3	Low	Yes	$2,050	Preserve
836	Coast redwood	15	3	Low	Yes	$2,450	Preserve
837	Coast redwood	27	3	Low	Yes	$6,250	Preserve
838	Coast redwood	17	3	Low	Yes	$3,050	Preserve
841	Coast redwood	22	3	Low	Yes	$5,000	Preserve
842	Coast redwood	31	3	Moderate	Yes	$9,750	Preserve
843	Coast redwood	27	3	Low	Yes	$6,250	Preserve
845	Coast redwood	20	3	Low	Yes	$2,200	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
846	Coast redwood	22	3	Low	Yes	$2,600	Preserve
847	Coast redwood	18	3	Low	Yes	$1,800	Preserve
849	Coast redwood	23	3	Low	Yes	$4,550	Preserve
850	Coast redwood	28	3	Low	Yes	$6,700	Preserve
851	Coast redwood	21	3	Moderate	Yes	$4,600	Preserve
852	Coast redwood	24	3	Moderate	Yes	$5,900	Preserve
854	Coast redwood	34	3	Moderate	Yes	$9,750	Preserve
855	Coast redwood	35	4	Moderate	Yes	$17,200	Preserve
856	Coast redwood	16	3	Moderate	Yes	$2,750	Preserve
857	Coast redwood	23	3	Moderate	Yes	$4,550	Preserve
858	Coast redwood	34	3	Moderate	Yes	$11,650	Preserve
859	Coast redwood	36	3	Moderate	Yes	$13,050	Preserve
860	Coast redwood	23	3	Moderate	Yes	$5,450	Preserve
861	Coast redwood	23	3	Low	Yes	$5,450	Preserve
862	Coast redwood	22	3	Low	Yes	$5,000	Preserve
863	Coast redwood	24	3	Low	Yes	$5,900	Preserve
864	Coast redwood	30	3	Low	Yes	$9,150	Preserve
865	Coast redwood	19	3	Low	Yes	$3,800	Preserve
873	Coast redwood	26	2	Low	Yes	$2,200	Preserve
874	Coast redwood	26	3	Low	Yes	$3,550	Preserve
875	Coast redwood	38	3	Low	Yes	$7,350	Preserve
881	Coast redwood	20	3	Moderate	Yes	$4,150	Preserve
882	Coast redwood	31	4	Moderate	Yes	$13,550	Preserve
883	Coast redwood	32	3	Moderate	Yes	$10,350	Preserve
884	Coast redwood	54	4	Moderate	Yes	$40,700	Preserve
894	Coast redwood	26	3	Moderate	Yes	$6,900	Preserve
895	Coast redwood	31	3	Moderate	Yes	$9,750	Preserve
938	Coast live oak	34	4	Moderate	Yes	$23,600	Preserve
939	Coast live oak	31	4	Moderate	Yes	$19,650	Preserve
940	Coast redwood	25	4	Moderate	Yes	$8,900	Preserve
941	Coast redwood	21	3	Moderate	Yes	$4,600	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
944	Coast live oak	11,10	4	Moderate	Yes	$4,700	Preserve
952	Coast live oak	20	3	Moderate	Yes	$6,000	Preserve
953	Coast live oak	15	3	Moderate	Yes	$3,450	Preserve
954	Coast live oak	11	3	Moderate	Yes	$1,950	Preserve
955	American elm	26,20,13,12	3	Moderate	Yes	$10,900	Preserve
956	Coast live oak	21,15	4	Moderate	Yes	$13,700	Preserve
964	Coast live oak	13	3	Low	Yes	$2,300	Preserve
965	Coast live oak	10	3	Low	Yes	$1,450	Preserve
966	Coast live oak	11	3	Moderate	Yes	$1,950	Preserve
968	Coast live oak	13	3	Moderate	Yes	$2,650	Preserve
970	Coast live oak	10	3	Moderate	Yes	$1,650	Preserve
971	Coast live oak	12	3	Moderate	Yes	$2,300	Preserve
972	Coast live oak	25	4	Moderate	Yes	$12,850	Preserve
973	Pecan	31	4	Moderate	Yes	$19,650	Preserve
974	Coast redwood	30	4	Moderate	Yes	$6,450	Preserve
977	Monterey pine	28	4	Moderate	Yes	$11,100	Preserve
980	Coast live oak	10	4	Moderate	Yes	$2,250	Preserve
981	Coast live oak	18	3	Moderate	Yes	$4,200	Preserve
982	Coast live oak	31	4	Moderate	Yes	$19,650	Preserve
983	Coast live oak	31	3	Moderate	Yes	$14,100	Preserve
985	Coast live oak	11	4	Moderate	Yes	$2,650	Preserve
986	Coast live oak	15	3	Moderate	Yes	$3,450	Preserve
988	Coast live oak	14	3	Moderate	Yes	$2,650	Preserve
989	Coast live oak	11	3	Low	Yes	$1,950	Preserve
990	Coast live oak	12	4	Moderate	Yes	$3,100	Preserve
991	Coast live oak	37	3	Moderate	Yes	$20,000	Preserve
993	Coast live oak	21	3	Low	Yes	$6,600	Preserve
994	Coast live oak	12	4	Moderate	Yes	$3,100	Preserve
995	Coast live oak	11	3	Moderate	Yes	$1,950	Preserve
1001	Evergreen ash	17	3	Moderate	Yes	$3,550	Preserve
1002	Coast live oak	33	4	Moderate	Yes	$22,250	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
1004	Xylosma	14,10	3	Moderate	Yes	$8,000	Preserve
1005	Coast live oak	13,13	4	Moderate	Yes	$7,050	Preserve
1006	Coast live oak	13	3	Low	Yes	$2,650	Preserve
1008	Coast live oak	12,11,8,7	3	Moderate	Yes	$4,050	Preserve
1009	Coast live oak	36	3	Moderate	Yes	$18,950	Preserve
1010	Coast live oak	45	3	Moderate	Yes	$29,500	Preserve
1015	Coast live oak	10	3	Moderate	Yes	$1,650	Preserve
1016	Coast live oak	12	4	Moderate	Yes	$3,100	Preserve
1017	Coast live oak	25	4	High	Yes	$12,850	Preserve
1021	Calif. bay	13,11	3	Moderate	Yes	$6,300	Preserve
1027	Coast live oak	17	3	Moderate	Yes	$4,400	Preserve
1028	Coast live oak	12	3	Moderate	Yes	$2,300	Preserve
1031	Coast live oak	14,12,10	4	Moderate	Yes	$7,100	Preserve
1033	Coast live oak	15	3	Moderate	Yes	$3,450	Preserve
1035	Coast live oak	10	3	Moderate	Yes	$1,650	Preserve
1037	Coast live oak	12	3	Moderate	Yes	$2,300	Preserve
1038	Coast live oak	12	3	Moderate	Yes	$2,300	Preserve
1039	Coast live oak	12	3	Moderate	Yes	$2,300	Preserve
1042	Coast live oak	13	4	Moderate	Yes	$3,600	Preserve
1052	Coast live oak	12,8	3	Moderate	Yes	$3,200	Preserve
1053	Coast live oak	12	4	Moderate	Yes	$3,100	Preserve
1057	Valley oak	26	3	Moderate	Yes	$16,800	Preserve
1059	Valley oak	30	3	Moderate	Yes	$22,300	Preserve
1075	Coast live oak	10	5	High	Yes	$2,450	Preserve
1081	Coast live oak	18	3	Moderate	Yes	$4,900	Preserve
1082	Coast live oak	12	3	Moderate	Yes	$2,300	Preserve
1083	Coast live oak	9,9,4	3	Moderate	Yes	$2,550	Preserve
1085	Coast live oak	14,7,4	3	Moderate	Yes	$3,750	Preserve
1086	Coast live oak	15,14,6	3	Moderate	Yes	$6,300	Preserve
1087	Coast live oak	22,21,20,15	4	Moderate	Yes	$18,950	Preserve
1088	Coast live oak	12,8,5	3	Low	Yes	$3,200	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
1089	Coast live oak	18,17,16	4	Moderate	Yes	$12,600	Preserve
1090	Coast live oak	11,9	3	Low	Yes	$3,100	Preserve
1091	Coast live oak	12,12	3	Moderate	Yes	$4,350	Preserve
1092	Coast live oak	13,9	3	Moderate	Yes	$3,800	Preserve
1093	Coast live oak	16	3	Low	Yes	$3,900	Preserve
1094	Coast live oak	19,13	3	Moderate	Yes	$7,850	Preserve
1095	Coast live oak	20	4	Moderate	Yes	$8,300	Preserve
1099	Coast live oak	19,18,15,15	4	Moderate	Yes	$14,050	Preserve
1100	Coast live oak	28	4	Moderate	Yes	$16,100	Preserve
1101	Coast live oak	23	3	Low	Yes	$4,550	Preserve
1103	Coast live oak	15,14,9	4	Moderate	Yes	$8,750	Preserve
1106	Coast live oak	10	4	Moderate	Yes	$2,250	Preserve
1107	Valley oak	33	3	Moderate	Yes	$26,900	Preserve
1109	Coast live oak	10	5	High	Yes	$2,800	Preserve
1110	Coast live oak	23	4	Moderate	Yes	$10,900	Preserve
1116	Coast live oak	19	4	Moderate	Yes	$7,500	Preserve
1117	Calif. bay	31	4	Moderate	Yes	$33,200	Preserve
1119	Calif. bay	8,7,6,5,5,5,4,	3	Moderate	Yes	$2,950	Preserve
1120	Calif. bay	9,8,7,7,6,5,5,	3	Moderate	Yes	$3,750	Preserve
1122	Calif. bay	21,19,15	3	Moderate	Yes	$19,850	Preserve
1125	Coast live oak	17,14	3	Moderate	Yes	$7,200	Preserve
1127	Coast live oak	15	3	Moderate	Yes	$3,450	Preserve
1128	Coast live oak	12	3	Moderate	Yes	$2,300	Preserve
1129	Coast live oak	23	4	High	Yes	$9,400	Preserve
1130	Flaxleaf paperbark	16,10	3	Low	Yes	$9,550	Preserve
1131	Glossy privet	12,10,9,6,6,6	3	Moderate	Yes	$3,750	Preserve
1140	Coast live oak	24	4	High	Yes	$11,850	Preserve
1144	Calif. black walnut	18,17,16,14,	3	Low	Yes	$9,050	Preserve
1156	Valley oak	26	3	Moderate	Yes	$14,400	Preserve
1157	Silk tree	11,8,7,7,7,4	4	High	Yes	$3,400	Preserve
1191	Coast live oak	18	4	Moderate	Yes	$5,800	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
1192	Coast live oak	20,16,8	4	Moderate	Yes	$11,600	Preserve
1193	Coast live oak	18,12	3	Moderate	Yes	$6,000	Preserve
1194	Coast live oak	23	3	Moderate	Yes	$6,750	Preserve
1195	Canary Island palm	28	5	High	Yes	$11,300	Preserve
1200	Coast live oak	21	4	Moderate	Yes	$9,150	Preserve
1204	Coast live oak	19,11	3	Moderate	Yes	$6,200	Preserve
1214	Coast live oak	18,16	3	Moderate	Yes	$7,400	Preserve
1215	Coast live oak	12	3	Moderate	Yes	$2,000	Preserve
1217	Coast live oak	8,6	3	Moderate	Yes	$1,450	Preserve
1218	Coast live oak	14,10	3	Moderate	Yes	$2,650	Preserve
1219	Coast live oak	16	4	Moderate	Yes	$4,650	Preserve
1220	Coast live oak	11,9	4	High	Yes	$3,700	Preserve
1221	Coast live oak	12	3	Moderate	Yes	$2,000	Preserve
1231	Coast live oak	10	3	Moderate	Yes	$1,650	Preserve
1232	Coast live oak	10	4	Moderate	Yes	$2,250	Preserve
1233	Coast live oak	10,9	4	Moderate	Yes	$3,850	Preserve
1234	Coast live oak	11	4	High	Yes	$2,650	Preserve
1235	Coast live oak	11	4	Moderate	Yes	$2,650	Preserve
1237	Deodar cedar	19,13	4	Moderate	Yes	$10,950	Preserve
1238	Strawberry tree	9,9,7,5,5,3	4	Moderate	Yes	$6,150	Preserve
1243	Valley oak	12	4	Moderate	Yes	$5,150	Preserve
1251	Coast redwood	34	4	High	Yes	$16,250	Preserve
1252	Coast redwood	54	4	High	Yes	$40,700	Preserve
1253	Coast redwood	34	3	Moderate	Yes	$11,650	Preserve
1254	Coast redwood	38	4	Moderate	Yes	$20,250	Preserve
1255	Coast redwood	32	4	Moderate	Yes	$14,400	Preserve
1257	Valley oak	33	4	Moderate	Yes	$37,600	Preserve
1258	Coast redwood	43	4	Moderate	Yes	$25,900	Preserve
1259	Coast redwood	36	4	Moderate	Yes	$18,200	Preserve
1260	Coast redwood	49	3	Moderate	Yes	$24,000	Preserve
1261	Coast redwood	33	4	Moderate	Yes	$15,350	Preserve

Preserve Heritage

Stanford Research Institute
Lane Partners, Menlo Park CA
Original June 2021; updated May 2024

Tag #	Species	Diameter	Condition	Suitability	Heritage	Est. of Value	Disposition
1280	Coast redwood	28	4	High	Yes	$11,100	Preserve
1281	Coast redwood	18	4	High	Yes	$4,700	Preserve
1284	Coast redwood	20	4	Moderate	Yes	$5,750	Preserve
1285	Coast redwood	21	4	Moderate	Yes	$6,350	Preserve
1289	Coast redwood	18	4	High	Yes	$4,700	Preserve
1298	Coast redwood	15	4	Moderate	Yes	$2,800	Preserve
1312	Sweetgum	21	3	Moderate	Yes	$11,000	Preserve
1314	Sweetgum	21	3	Moderate	Yes	$11,000	Preserve
1315	Sweetgum	23	3	Moderate	Yes	$13,200	Preserve
1317	Sweetgum	17	3	Moderate	Yes	$7,300	Preserve
1318	Sweetgum	19	4	Moderate	Yes	$12,600	Preserve
1321	Persimmon	15	4	High	Yes	$4,950	Preserve
1323	Carob	29	3	Moderate	Yes	$8,900	Preserve
1325	Carob	32	3	Low	Yes	$12,900	Preserve
1327	Carob	32	3	Moderate	Yes	$12,900	Preserve
1376	Coast live oak	34	4	Moderate	Yes	$23,600	Preserve

Policy	Summary	Consistency Analysis
Policy LU 2.1 Neighborhood Compatibility	Ensure that new residential development possesses high-quality design that is compatible with the scale, look, and feel of the surrounding neighborhood and that respects the City's residential character.	• The project would adhere to extensive design standards outlined in the CDP and developed for the project
Policy LU 2.2 Open Space	Require accessible, attractive open space that is well maintained and uses sustainable practices and materials in all new multiple dwelling and mixed-use development.	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including a public park to be dedicated to the City) that would include areas for active and passive uses such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park. Programming for the public park would be developed through an outreach process
Policy LU 2.5 Below Market Rate Housing	Require residential developments of five or more units to comply with the provisions of the City's Below-Market Rate (BMR) Housing Program, including eligibility for increased density above the number of market rate dwellings otherwise permitted by the applicable zoning and other exceptions and incentives	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy LU 2.6 Underground Utilities	Require all electric and communications lines serving new development to be placed underground	• Electric and communication lines would be placed underground
Policy LU 2.9 Compatible Uses	Promote residential uses in mixed-use arrangements and the clustering of compatible uses such as employment centers, shopping areas, open space and parks, within easy walking and bicycling distance of each other and transit stops.	• The project would include a mix of uses (office/R&D and residential, with some retail/restaurant components) and is located in close proximity to downtown Menlo Park employment centers • The project would include 12 acres of publicly accessible open space and increase bicycle and pedestrian connections
Policy LU 4.4 Community Amenities	Require proposed development projects of a certain minimum scale to support and contribute to programs that benefit the community and the City, including education, transit, transportation, infrastructure, sustainability, neighborhood-serving amenities, child care, housing, job training, and meaningful employment for Menlo Park youth and adults	• The proposed project includes a development agreement which includes community benefits such as dedication of a public park, dedication of a parcel to an affordable housing developer for a 100% affordable building, publicly accessible event space and sustainability and transportation benefits, among others
Policy LU 4.7	Evaluate proposed development of a certain minimum scale for its potential	• The City prepared a fiscal impact analysis and supplemental memo to

Fiscal Impacts	fiscal impacts on the City and community	disclose the fiscal impacts of the proposed project on the City and special districts
Policy LU 6.2 Open Space in New Development	Require new nonresidential, mixed use, and multiple dwelling development of a certain minimum scale to provide ample open space in form of plazas, greens, community gardens, and parks whose frequent use is encouraged through thoughtful placement and design	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including the public park to be dedicated to the City) that would include areas such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park
Policy LU 6.4 Park and Recreational Land Dedication	Require new residential development to dedicate land, or pay fees in lieu thereof, for park and recreation purposes.	• The DA includes dedication of a park and payment of a rec in lieu fees
Policy LU 6.8 Landscaping in Development	Encourage extensive and appropriate landscaping in public and private development to maintain the City's tree canopy and to promote sustainability and healthy living, particularly through increased trees and water-efficient landscaping in large parking areas and in the public right-of-way.	• Approximately 336 heritage trees would be retained at the project site and 860 new trees would be planted • Including retained non-heritage trees, the site would contain a total of 1,392 trees
Policy LU 6.9 Pedestrian and Bicycle Facilities	Provide well-designed pedestrian and bicycle facilities for safe and convenient multi-modal activity through the use of access easements along linear parks or paseos	• The project would include new pedestrian and bicycle connections through the site and upgrades along the northern and southern boundaries of the site
Policy LU 7.1 Sustainability	Promote sustainable site planning, development, landscaping, and operational practices that conserve resources and minimize waste.	• The project would comply with the City's water efficient landscaping ordinance, CalGreen code requirements, and be designed to meet waste planning and LEED requirements per the C-1-S zoning district
Policy LU 7.5 Reclaimed Water Use	Implement use of adequately treated "reclaimed" water (recycled/non-potable water sources such as, graywater, blackwater, rainwater, stormwater, foundation drainage, etc.) through dual plumbing systems for outdoor and indoor uses, as feasible	• The proposed project would be dual plumbed for future use of recycled water • The development agreement includes future connections for recycled water
Policy LU 7.9 Green Building	Support sustainability and green building best practices through the orientation, design, and placement of buildings and facilities to optimize their energy efficiency in preparation of State zero-net energy requirements for residential construction in 2020 and commercial construction in 2030.	• The project would be designed to comply with the City's applicable LEED requirements; and would comply with the City's Green and Sustainable Building requirements

Policy CIRC 2.11 Design of New Development	Require new development to incorporate design that prioritizes safe pedestrian and bicycle travel and accommodates senior citizens, people with mobility challenges, and children	• The project would install frontage improvements and Class I multi-modal bicycle and pedestrian paths along the northern and southern project boundaries, and Class IV bike lanes along the Laurel Street frontage • The project includes pedestrian paths through the site that would eventually connect to the Middle Ave. Caltrain undercrossing and other pedestrian improvements
Policy CIRC 2.14 Impacts of New Development	Require new development to mitigate its impacts on the safety (e.g., collision rates) and efficiency (e.g., vehicle miles traveled (VMT) per service population or other efficiency metric) of the circulation system. New development should minimize cut-through and high-speed vehicle traffic on residential streets; minimize the number of vehicle trips; provide appropriate bicycle, pedestrian, and transit connections, amenities and improvements in proportion with the scale of proposed projects; and facilitate appropriate or adequate response times and access for emergency vehicles.	• The EIR evaluated the project's potential impact on VMT and determined that its impact would be less than significant when mitigation measures were incorporated as part of project implementation • The project was designed to reduce cut through traffic through the alignment of driveways • The project would include publicly accessible pathways which would provide pedestrian access and improve pedestrian and bicycle infrastructure in the area • The project includes a transportation demand management (TDM) plan that would reduce project trips by 35% • The project would install frontage improvements to facilitate bike and pedestrian connections within the vicinity of the project site
Policy CIRC 6.3 Shuttle Service	Encourage increased shuttle service between employment centers and the Downtown Menlo Park Caltrain station.	• As part of the DA, the project would either make payments towards the City's shuttle or provide its own
Policy CIR 7.1 Parking and New Development	Ensure new development provides appropriate parking ratios, including application of appropriate minimum and/or maximum ratios, unbundling, shared parking, electric car charging, car sharing, and Green Trip Certified strategies to accommodate residents, employees, customers, and visitors	• The proposed project is consistent with the parking requirements in the proposed C-1-S zoning district as modified through the CDP • During the architectural control stage, staff would verify that the project provides sufficient EV charging facilities per the City's EV Charging Ordinance • Parking for the multi-family buildings would be unbundled and the 100% affordable building would share parking with non-residential components of the project
Policy H4.2 Housing to Address	Strive to provide opportunities for new housing development to meet the City's share of its Regional Housing Needs Allocation (RHNA). In doing so, it is the	• Project would provide 97 inclusionary housing units and up to 154 additional BMR units on a parcel to be dedicated to an affordable housing developer

Local Housing Needs	City's intent to provide an adequate supply and variety of housing opportunities to meet the needs of Menlo Park's workforce and special needs populations, striving to match housing types, affordability and location, with household income, and addressing the housing needs of extremely low income persons, lower income families with children, shared housing and lower income seniors.	• Project would provide various types of units within the project including apartments of various sizes, attached townhomes and detached townhomes addressing housing needs for various types of households, which would contribute to the City's RHNA numbers
Policy H4.4 Variety of Housing Choices	Encourage well-designed residential mixed-use developments where residential use is appropriate to the setting. Encourage mixed-use development in proximity to transit and services, such as shopping centers, the C-4 district along Willow Road near the Willows neighborhood, properties zoned C-1, C-1-A, C-1-C, C-2 and C-2-A, C-2-B, C-2-S, and P, as well as near the downtown to support downtown businesses (consistent with the El Camino Real/Downtown Specific Plan).	• The project includes a mix of uses and a variety of housing types (attached and detached townhomes and apartments of various sizes • The project would provide housing near the Caltrain station and downtown Menlo Park
Policy H4.10 Preferences for Affordable and Moderate-Income Housing	Implement BMR and moderate-income housing preferences for people living or working in Menlo Park to the extent consistent with Fair Housing laws.	• To the extent consistent with State Law, the City is applying its BMR preferences to the project, consistent with this policy
Policy H4.11 Inclusionary Housing Approach	Require residential developments involving five (5) or more units to provide very low-, low- and moderate-income housing units. In-lieu fees are allowed but not encouraged.	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy H4.16 Neighborhood Responsibilities within Menlo Park	Seek ways specific to each neighborhood to provide additional housing as part of each neighborhood's fair share responsibility and commitment to help achieve community-wide housing goals.	• This project would bring 800 residential units near downtown

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING FINDINGS AND CONDITIONS FOR A VESTING TENTATIVE SUBDIVISION MAP FOR THE PARKLINE MASTER PLAN PROJECT CONSISTING OF APPROXIMATELY 1,000,000 SQUARE FEET OF OFFICE/RESEARCH & DEVELOPMENT, INCLUSIVE OF 287,000 SQUARE FEET WITHIN EXISTING BUILDINGS P, S, AND T AND UP TO 45,000 SQUARE FEET OF COMMERCIAL/RETAIL, UP TO 800 RESIDENTIAL DWELLING UNITS AND ASSOCIATED OPEN SPACE AND INFRASTRUCTURE

WHEREAS, the City received an application from LPGS Menlo, LLC, a Delaware limited liability company ("Applicant") to redevelop the approximately 64.3 acre site commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site"); and

WHEREAS, Applicant proposes to demolish 35 existing buildings and a church and associated multipurpose building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a mix of uses consisting of non-residential office/R&D buildings of approximately 1,000,000 square feet (SF), inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project"); and

WHEREAS, a Vesting Tentative Subdivision Map for a subdivision is proposed as part of the Project ("Parkline VTM"); and

WHEREAS, all required public notices and public hearings were duly given and held according to law; and

WHEREAS, the City, as lead agency, prepared an Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the approximately 64.3 acre site (the "Project Site"), commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 . On September 30, 2025, by Resolution No. _____, the City Council certified the EIR, made certain findings, and adopted a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Plan, which Resolution together with the EIR are incorporated herein by reference, the City Council finds that the VTM is within the scope of the Final EIR; 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 (the "Planning Commission") on

August 25, 2025, to review and consider the Project, including the Parkline VTM, whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission, having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to recommend to the City Council of the City of Menlo Park (the "City Council") to approve the Parkline VTM; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council on September 30, 2025, to review and consider the Project, including the Parkline VTM, whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council, having fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to approve the Parkline VTM.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

BE IT FURTHER RESOLVED that the City Council of the City of Menlo Park hereby approves the Parkline VTM subject to conditions (Exhibit A) for the Project. This approval is pursuant to the Subdivision Map Act and City of Menlo Park Municipal Code Section 15.20.050:

1. The Parkline VTM is technically correct and in compliance with all applicable State regulations, City General Plan, Zoning and Subdivision Ordinances, and the State Subdivision Map Act.
2. The proposed Parkline VTM, including the contemplated design and improvements, is consistent with applicable General Plan goals and policies as demonstrated in the General Plan Consistency Table attached hereto as Exhibit B and incorporated herein by reference. The Project is consistent with the land use designations described in the General Plan and would be consistent with City General Plan policies as well as City Zoning Ordinance requirements for master-planned projects at the proposed density and for the types of use.
3. The Project Site is physically suitable for the proposed master-planned development, including the proposed density of development, and the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially injure fish or wildlife or their habitat. The Project is consistent with the density and uses for the site set forth in the General Plan. The Project Site is in a heavily urbanized area of the City currently occupied by developed/landscaped areas that include various urban uses and does not include any aquatic habitat. The Project would not cause substantial environmental damage to the already disturbed Project Site and would not substantially injure the limited urban wildlife that access the site or their habitat.
4. The design of the subdivision or types of improvements is not likely to cause serious public health or safety problems. The Project would comply with General Plan goals and policies, City Zoning and Subdivision Ordinances, and other applicable regulations designed to prevent serious health or safety problems.
5. The design of the subdivision or the type of improvements does not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision because alternate easements for access or use will be provided that are substantially equivalent to ones previously acquired by the public.
6. The Project Site is outside of the Federal Emergency Management Agency (FEMA) flood zone. The Project Site is within FEMA Flood Zone X, an area with minimal flood risk and above the limits of the 500-year flood, which means that, in any given year, the risk of flooding is 0.2 percent. The Project Site is not subject to landslides.

SEVERABILITY

If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void, or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the thirtieth day of September, 2025, 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 September, 2025.

_____
Judi A. Herren, City Clerk

Exhibits:
Exhibit A - Vesting Tentative Map Conditions
Exhibit B - General Plan Consistency Table

The vesting tentative map shall be subject to the following conditions:

1. Applicant shall adhere to the Subdivision Map Act and Title 15 of the Menlo Park Municipal Code (MPMC).

2. The Applicant shall submit the first Final Map for City approval prior to the expiration of the vesting tentative map. Provided that the development agreement is in effect, the expiration date of the vesting tentative map shall be consistent with the term of the development agreement.

3. The Project has the option to create multiple final maps in accordance with both the Subdivision Map Act and the City subdivision ordinance (Title 15 of the MPMC). The vesting tentative map identifies a conceptual phasing plan that would consist of Phase 1A, Phase 1B and Full Build Out (i.e., three phases). At the election of the Applicant and upon approval of the City's Public Works and Community Development Directors, the specific construction phasing (and associated final maps) may be modified, provided all required infrastructure to serve each parcel is reviewed and approved by the City prior to and in connection with the approval and recording of any final map and construction thereof is completed prior to the granting of the first certificate of occupancy for any building subject to the applicable final map. Further, any modifications to the phasing shall comply with the requirements set forth in the Development Agreement for the Project. To the extent deviations from the Parkline Conditional Development Permit are sought to modify the scope of public improvements required for any given phase, the City will determine which of the identified public improvements are to be constructed in connection with each phase, ensuring the improvements are in conformance with the vesting tentative map and Development Agreement and meet the satisfaction of the Public Works Director.

4. The Project is required to construct improvements within the public right-of-way, the design and construction of which shall be governed by the terms of a Subdivision Improvement Agreement for each final map for each phase, in a form and substance reasonably satisfactory to the Public Works Director and City Attorney. The Subdivision Improvement Agreement applicable to public improvements required to be constructed to serve parcels to be created in connection with a specific final map, shall be executed by Applicant and approved by City prior to and/or concurrently with the recording of the final map and the obligations of the Applicant thereunder shall be secured by performance, payment and warranty bonds as more fully described in Section 22 below. The Project is required to construct the following frontage improvements as shown on the vesting tentative map and the phasing narrative dated August 5, 2025, provided by the Applicant:

   Phase 1A (Lot 4 - R1 & Lot 5 – R2):

   - Frontage improvements along Ravenswood Avenue shall cover approximately 800 feet, including intersection upgrades at Ravenswood Avenue and Laurel Street (excluding the Middlefield Rd./Ravenswood Ave. intersection). These improvements shall include utility connections (three fire hydrants, joint trench connection at the Loop Road drive approach), two new drive approaches, new curb, gutter, and sidewalk, a new crosswalk at Pine Street, a 3" grind and overlay (curb to curb) across approximately 800 feet, restriping, and new street lighting.

These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for Building R1 or R2, whichever comes first.

- Frontage improvements along Laurel Street (approximately 1,100 feet) shall include utility connections, three water connections, two joint trench connections, and a waterline stub for a future recycled water connection. A 390-foot extension of the 12" waterline shall be completed, along with upgrades to streetlights, crosswalks, a 3" grind and overlay (curb to curb) across approximately 1,100 feet, curb, gutter, Class IV bikeways, raised crosswalks, and associated utility undergrounding for the frontage described. Overhead lines shall be removed and undergrounded, and two new drive approaches shall be added. These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for either Building R1 or R2, whichever comes first. The pedestrian pathway along the Laurel Street frontage of Buildings R1 and R2 (approximately 950 feet) shall be completed prior to the granting of the first certificate of occupancy for either Building R1 or R2, whichever comes first. In the event that the Applicant constructs the 19 detached townhomes in the TH1 component before either Building R1 or R2, then the pedestrian pathway along and within Laurel Street may be phased as follows:

    - As each of the residential components fronting Laurel Street (R1, R2, and TH1) is developed, the Applicant shall construct the corresponding segment of the Laurel Street Pedestrian Pathway located along the frontage of that specific parcel. Specifically
        - The portion of the Pathway fronting Parcel R1 and Parcel R2 shall be completed as part of the R1 or R2 building construction, whichever comes first; however, the landscaping along the pathway in front of either Parcel R1 or Parcel R2, whichever has not been completed, shall not be required until construction is completed on said Parcel.
        - The portion fronting Parcel TH1 shall be completed as part of the construction of the 19 townhome units on TH1.
        - Each segment of the Laurel Street Pathway shall be fully constructed and open to the public prior to the granting of the first certificate of occupancy for the associated group of buildings or units.

Phase 1B (Lot 7 – R3, Lot 8 – TH2, Lot 9 – Recreational Park, Lots 6 & 10-28 – TH1):

- Frontage improvements along the remainder of Ravenswood Avenue (approximately 1,200 feet) shall include utility connections and upgrades to the intersection at Ravenswood Avenue and Middlefield Road as well as green infrastructure (specifically the bioretention treatment area shown on Sheet C9.2). This work shall also involve drainage upgrades, a 3" grind and overlay (curb to curb) across approximately 1,200 feet, curb, gutter, sidewalk installation, storm drain connections, new street lighting, landscaping, and new drive approaches. These frontage improvements shall be completed prior to the granting of the first certificate of occupancy for Building R3 or the first unit in the TH2 component, whichever comes first.

- Frontage improvements along Middlefield Road (approximately 500 feet) shall include necessary utility connections, a waterline main upgrade, and recycled

water connection to the future West Bay Sanitary District line. The project shall also involve intersection upgrades at Ravenswood Avenue/Middlefield Road as described in the preceding condition and Ringwood Avenue/Middlefield Road, and a 3" grind and overlay (curb to curb) across approximately 500 feet, in addition to utility undergrounding associated with the frontage improvements along Middlefield Road. These improvements shall be completed prior to the granting of the first certificate of occupancy for Building R3 or the first unit in the TH2 component, whichever comes first.

Future Non-Residential Phases (Lot 1 & 29-37):

- Seminary Drive – The applicant shall construct Option 2 (shown on Sheet C3.4 of the vesting tentative map) of the Seminary Drive alignment that provides a three-lane width cross-section with a sidewalk along on the south side and removal of the existing median island. The Public Works Director or designee, may include other minor geometry changes within the City right of way, or opt to require construction of Option 1 (also shown on Sheet C3.4).

    - Simultaneous with the submittal of the first final map for the office component, the applicant shall submit complete plans for Option 2 unless otherwise directed by the City. The Applicant shall make a good faith effort to coordinate access modifications and relocation of improvements that benefit neighboring property owners to limit impacts. At its sole discretion, the City shall determine whether to move forward with Option 2 or Option 1 and compel the Applicant to remove any encroachments within the City's right-of-way necessary to implement the necessary improvements. The City may select modifications of either option based on existing encroachments and access to neighboring properties. The complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, grind and overlay, utility relocations, tree protection requirements, striping modifications, and a detailed cost estimate. The plans are subject to review by the City. Upon obtaining approval from the Director of Public Works or designee, the Applicant shall construct the improvements prior to the first certificate of occupancy of the first office building.

5. The terms of the Development Agreement require Applicant to create Lot 7-R3 and Lot 9-Recreational Park as part of the first final map, identified here as Phase 1A, and provide to City an Irrevocable Offer to Dedicate Lot 9 and dedicate Lot 7-R3 to an Affordable Housing Developer; however, on-site and off-site improvements required to create and serve Lot 7 and Lot 9 are not required until Phase 1B. Accordingly, the demolition and clearing of existing structures located on Assessor Parcel Number 062-390-050 ("First Church of Christ, Scientist"), and grading thereof necessary to create Lot 7 and Lot 9, shall be subject to the terms of the Deferred Improvement Agreement provided by Section 4.1.C of the Development Agreement.

6. The streets adjoining the Project Site, i.e., Ravenswood Avenue, Laurel Street, and Middlefield Road, shall receive an asphalt concrete overlay, which will include a 3" grind and overlay across the entire frontage for both Phase 1A and Phase 1B prior to issuance of a certificate of occupancy for the first building in each phase. Existing

striping, markings, and legends shall be replaced in kind, or as modified by the City Engineer.

7. All public right-of-way improvements, including frontage improvements and the dedication of easements and public right-of-way, shall be completed to the satisfaction of the Engineering Division prior to the granting of the first certificate of occupancy for the first building in each phase/scope of work. All final maps shall dedicate the Public Access Easements (PAE), Public Utility Easements (PUE), Emergency Vehicle Access Easements (EVAE), Right of Way Dedications, and any and all other necessary easements.

8. All proposed private easements shall be recorded with the County of San Mateo prior to the associated building permit final inspection.

9. “No Objection” letters shall be provided to the City from all utility companies prior to abandonment of any public right of ways and public easements.

10. Applicant shall prepare and submit Demolition Plans to the City prior to the approval of each final map. The Demolition Plans, at a minimum, shall depict the demolition of all existing improvements within the boundaries of each final map. Prior to recordation of each final map, all existing buildings within the boundaries of that final map shall be removed unless a building is completely within the confines of a created parcel boundary and is retained for temporary use during the construction of the project improvements, or is subject to the terms of the Deferred Improvement Agreement provided for pursuant to Section 4.1.C of the Development Agreement. In the event any building is retained for temporary purposes, the Applicant shall provide utility services and vehicular access subject to the approval of the Public Works Director. Additionally, surety for the deferred demolition of said building(s), in amount agreed upon by the Public Works Director shall be provided prior to recordation of the final map which boundaries include said building.

11. Concurrent with the recording of each final map, the Applicant and City shall prepare, execute, acknowledge and record in the official records of the Office of the San Mateo County Recorder all easements, deeds, offers of dedication, and agreements as required in accordance with sections 4.1.C., 5.1.B., 5.1.C., 5.1.F., 5.1.G., of the Development Agreement.

12. Prior to the recordation of each Final Map, the Applicant shall prepare and submit for City approval Improvement Plans for all project site-serving improvements within that Final Map. These shall include mass grading, utilities, on-site circulation improvements (including roadways and intersection improvements), and public realm landscaping and street furnishings. Submittal of a Final Map is not a prerequisite for obtaining City approval of any of the above-mentioned plans.

    a. Improvement Plans shall include, at a minimum, specifications, engineer’s cost estimates, and all engineering calculations necessary to substantiate the design of the following improvements: proposed roadways, drainage improvements, utilities, traffic control devices, required retaining walls, sanitary sewers, stormwater conveyance improvements, pump/lift stations, street lighting, landscaping, and other project-related improvements. All public improvements shall be designed and constructed to the satisfaction of the Engineering Division.

Submittal of a Final Map is not a prerequisite for obtaining City approval of any of the above-mentioned plans.

Improvement Plans shall also include the following components:

- Existing Topography (NAVD 88')
- Demolition Plan (if necessary)
- Site Plan (including easement dedications, if applicable)
- Construction Parking Plan
- Grading and Drainage Plan
- Utility Plan
- Off-site Improvement Plan
- Erosion Control Plan / Tree Protection Plan
- Planting and Irrigation Plan
- Construction Details (including references to City Standards and civil details)

b. During the design phase of the construction drawings for the Improvement Plans, all potential utility conflicts shall be potholed with actual depths recorded on the Improvement Plans submitted for City review and approval.

c. Prior to issuance of any permit for the Improvement Plans, the Applicant shall submit an applicable Grading and Drainage Plan for review and approval. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. A Hydrology Report prepared for each phase shall be required to the satisfaction of the Engineering Division in connection with the City's review of Improvement Plans for that phase. Slopes for the first 10 feet perpendicular to the structure must be a minimum of 5% for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.3.

d. Water Efficient Landscape Ordinance: The Applicant shall provide documentation indicating the amount of irrigated landscaping within the Improvement Plans for each phase. If the project proposes more than 500 square feet of irrigated landscaping, it shall be subject to the City's Water Efficient Landscaping Ordinance (MPMC Chapter 12.44). A detailed landscape plan shall be submitted concurrently with the Improvement Plan set, subject to review and approval by the Engineering Division.

e. Green Infrastructure shall be incorporated into the Improvement Plans. Green Infrastructure at the intersection of Ravenswood Avenue and Middlefield Road shall treat runoff from the public street rights-of-way. Sizing and design shall conform to the San Mateo Countywide Water Pollution Prevention Program design templates and technical guidance, and shall be subject to approval by the Engineering Division.

f. Applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Planning, Engineering and Building Divisions. All utility equipment that are installed outside of a building and that cannot be placed underground shall be properly screened by landscaping, subject to the requirements of the Menlo Park Fire Protection District, the West Bay Sanitary

District, PG&E, and any other applicable agencies regarding utility clearances and screening. The Improvement Plans and/or building permit applications shall depict new utility installations, exact locations of any meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes. installed within the public right of way or public easement area. The screening shall be compatible and unobtrusive and subject to the review and approval of the Planning Division prior to issuance of applicable permits.

g. For each phase, all existing overhead utilities within the project site and associated public right of way frontage shall be undergrounded prior to obtaining the first certificate of occupancy for the first building in any phase where the undergrounding work is being performed.

h. Prior to each permit issuance for the Improvement Plans, the Applicant shall submit a finalized version of the Stormwater Control Plan, which shall provide stormwater treatment for the project site associated with the building permit pursuant to the latest regulations specified in the San Mateo County C.3 Technical Guidance Manual. The Stormwater Control Plan shall include a written report identifying existing and proposed project conditions, and all applicable source controls, and mitigation measures (i.e. bioretention areas, flow through planters, etc.) implemented to meet NPDES compliance.

i. The Applicant shall submit plans for construction parking management, construction staging, material storage, and a Traffic Control Handling Plan (TCHP) for the Improvement Plans. The parking management plan shall include adequate parking for all construction trades until the parking areas are available on the project site. The TCHP shall outline the method of traffic handling for each phase and include any necessary permits for access to public right-of-way.

13. The completion of the following improvements is required for the project and are enumerated using the conceptual phasing plan from the VTM and the Applicant's phasing narrative dated August 5, 2025. The Applicant may propose an alternate phasing plan, provided the phased site improvements are designed and constructed to adequately serve the alternate phasing plan (i.e., the necessary improvements shall be designed to serve a specific building before building permit issuance and shall be constructed and operable before the granting of the associated building's first occupancy), subject to review and approval by the Public Works Director and Community Development Director.

Phase 1A (Lot 4 - R1 & Lot 5 – R2)

Demolition and Site Preparation:

- Phase 1A shall begin with site preparation and demolition activities necessary for R1 and R2, including recording the first final map. The first final map shall include seven lots: Lots 4 and 5 (R1 and R2), Lot 7 (R3), Lot 9 (Public Park), Lot 2 (Building P), Lot 3 (Buildings S and T), and Lot 1 (the remainder lot).
- Demolition of the substation within Lot 4 may be deferred to ensure SRI's continuous operations in Buildings P, S, and T, subject to review and approval of the City's Building Official and Public Works Director. The substation shall be demolished before vertical construction of Building R1 can begin.

- Demolition of improvements, clearing and grading of Assessor Parcel Number 062-390-050 may be deferred in accordance with Deferred Improvement Agreement provided pursuant to Section 4.1.C of the Development Agreement.

Onsite Improvements:

- The Loop Road shall be constructed running through the site between Buildings R1/R2, the future TH1 site, and Buildings P, extending to Buildings S and T. Surface improvements, including an interim parking lot, utility installation, and stormwater control (C.3 bioretention basin southeast of TH1), shall also be included in Phase 1A.

Phase 1B (depicted as Phase 1 on the VTM) (Lot 7 – R3, Lot 8 – TH2, Lot 9 – Recreational Park, Lots 6 & 10-28 – TH1)

Demolition and Site Preparation:

Site preparation and demolition activities necessary for the 100% affordable building (Building R3), TH1, TH2, and the public park.

Onsite Improvements:

- The Loop Road shall be extended to Lot 9, Lot 8, and Lot 7, connecting to Ravenswood Avenue at two locations and Ringwood Avenue via existing 30' IEE and PUE. All necessary surface improvements and utilities shall be constructed as part of this phase.
- Internal infrastructure (EVAE, PAE, PSE) shall be constructed to service all associated lots within this phase, except for the non-residential components.

Future Non-Residential Phases (Lot 1 & 29-37)

Onsite Improvements:

- Onsite improvements shall involve completing utilities under the remaining Loop Road, including domestic and fire water, joint trench, sanitary sewer, and storm drain. The Loop Road and EVA roads shall be paved, and permanent infrastructure (curb, gutter, sidewalks, street lighting) shall be installed. Pads for commercial and parking structures shall be constructed, followed by foundations and building structures. Site work shall include bioretention ponds, bike and walking paths, and landscaping, including the "Parkline Central Commons."

14. Stormwater Infrastructure Ownership and Maintenance: Except for the overflow pipe from the potential emergency water storage reservoir to the main storm drain line on Middlefield Road, all stormwater lines, though located within a public service easement, shall be privately owned and maintained by the property owner. The property owner shall be responsible for the operation, maintenance, and any necessary repairs to these stormwater lines for the life of the project.

15. Prior to building permit issuance for any building or phase, the Applicant shall submit applicable plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and

sedimentation control, 5) tree protection fencing, and 6) construction vehicle parking. The plans shall be subject to review and approval by the Building, Engineering, and Planning Divisions. The fencing and erosion and sedimentation control measures shall be installed in accordance with the approved plan prior to the commencement of construction.

16. Prior to any Final Map approval, Applicant shall submit an updated Storm Water Management plan. The plans shall be subject to review and approval by the Engineering Division.

17. If construction is not complete by the start of the wet season (October 1 through April 30), the Applicant shall implement a winterization program to minimize the potential for erosion and sedimentation. The winterization plan shall address phased construction, specifying how different portions of the site that may be exposed during the wet season will be managed to prevent runoff, erosion, and sedimentation. The winterization program shall include, but not be limited to, inspecting, maintaining, and cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing disturbed soils through temporary or permanent seeding, mulching, matting, tarping, or other physical means; providing stabilization for unpaved vehicle access; and covering or tarping stored construction materials, fuels, and chemicals. Plans to include proposed measures to prevent erosion and polluted runoff from all site conditions shall be submitted for review and approval by the Engineering Division prior to beginning construction.

18. Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality, inaccordance with the approved Stormwater Pollution Prevention Plan (SWPPP).

19. Prior to any Final Map approval or at such other time as may be required by applicable law, the Applicant shall pay all applicable Public Works and engineering fees in accordance with the City's Master Fee Schedule. Applicant shall pay or otherwise satisfy the Recreation In-Lieu Fee (MPMC 15.16.020) consistent with the requirements set forth in the Development Agreement.

20. Concurrent with the submittal of each final map, the Applicant shall submit draft Covenants, Conditions and Restrictions (CC&Rs), or other acceptable mechanism, to the City for review and approval. The CC&R's or other acceptable mechanism shall be approved and recorded concurrently with the final map. The CC&Rs shall provide for the maintenance of all infrastructure and utilities within the Project site or constructed to serve the Project. This shall include, but not be limited to, the private open spaces, shared parking spaces, common walkways, common landscaping, and the stormwater drainage and sewer collection systems.

21. Prior to submitting for the first final map for each phase, the Applicant shall submit engineered Off-Site Improvement Plans (including specifications and engineers' cost estimates) for approval by the Engineering Division, showing the infrastructure necessary to serve such phase.

22. Prior to any final map approval for a given phase, the Applicant shall enter into a Subdivision Improvement Agreement with City and provide performance and payment bonds for the completion of all public improvements, both off-site and on-

site, as shown on the approved project improvement plans associated with the final map for that phase, and said performance bond shall either convert of be replaced with a one-year warranty bond following City acceptance of said public improvements. Concurrent with the recordation of any final map approved by City, the Subdivision Improvement Agreement required in connection with said Final Map shall be recorded in the official records of the Office of the San Mateo County Recorder.

23. The Applicant shall obtain an encroachment permit, from the appropriate reviewing jurisdiction, prior to commencing any work within the right-of-way or public easements.

24. The applicant shall coordinate its street improvements on Ravenswood Avenue with the Town of Atherton where the project overlaps with the Town's jurisdiction. This includes obtaining any necessary permits. The Applicant shall diligently pursue and make a good faith effort to obtain the necessary permits. In the event that the Applicant is unable to obtain the necessary permits from the Town of Atherton, the required street improvements may be modified, subject to review and approval of the Public Works Director.

25. Prior to any building permit issuance for frontage improvement work, Applicant shall submit plans for street light design per City and PG&E standards at locations approved by the City.

26. Prior to any Final Map approval, the Applicant shall submit a draft Stormwater Operations and Maintenance Agreement for Private Property (“Private Property O&M Agreement”), consistent with condition 30 herein, and a Stormwater Operations and Maintenance Agreement for Rights of Way and the Public Realm (“Public Property O&M Agreement”), consistent with condition 31 herein, to the City for review and approval by the Engineering Division and City Attorney’s Office. (Alternatively, there may be separate Operations and Maintenance Agreements for each individual parcel within the Project Site, for each townhome development, or one combined agreement as may be determined by the City and Property Owner.) The Applicant shall be responsible for the operation and maintenance of stormwater treatment measures for the Project as shall be provided in the Private Property O&M Agreement and Public Property O&M Agreement, both of which shall be recorded with the San Mateo County Recorder’s Office prior to building permit final inspection and shall run with the land.

27. Stormwater Operations and Maintenance Agreement for Private Property (“Private Property O&M Agreement”): Prior to temporary or initial certificate of occupancy for each building, the Applicant shall enter into a new Private Property O&M Agreement or amend an existing Private Property O&M Agreement with the City, as applicable. The Private Property O&M Agreement shall establish a stormwater treatment system maintenance program to be managed by the Applicant. This program shall include annual inspections of any infiltration features, stormwater detention devices (if any), drainage inlets, flow-through planters, and other Best Management Practices (BMPs) implemented as part of the Project. The Private Property O&M Agreement may be a separate agreement for each individual parcel within the Project Site, or a combined agreement, as determined by the City and Applicant. The Private Property O&M Agreement shall be subject to review and approval by the City Attorney and the

Public Works Director and shall be recorded with the San Mateo County Recorder's Office prior to building permit final inspection for each building. An annual report documenting the inspection results and any remedial actions taken shall be submitted to the Public Works Department for review. This condition shall be in effect for the life of the Project.

28. Stormwater Operations and Maintenance Agreement for Rights of Way and the Public Realm ("Public Property O&M Agreement"): Prior to temporary or initial certificate of occupancy for each building, the Applicant shall enter into a new Public Property O&M Agreement or amend an existing Public Property O&M Agreement with the City, as applicable. This Public Property O&M Agreement shall establish a stormwater treatment maintenance program to be managed by the Applicant. The program shall include annual inspections of any infiltration features, stormwater detention devices (if any), drainage inlets, flow-through planters, and other BMPs within the public realm or rights of way associated with the Project. As with the Private Property O&M Agreement, there may be separate Public Property O&M Agreements for each parcel or a combined agreement, as determined by the City and Applicant. The Public Property O&M Agreement shall be subject to review and approval by the City Attorney and the Public Works Director and shall be recorded with the San Mateo County Recorder's Office prior to building permit final inspection for each building. An annual report documenting the inspection results and any remedial actions taken shall be submitted to the Public Works Department for review. This condition shall remain in effect for the life of the Project.

29. Irrigation serving landscaping within the public right of way adjacent to the Project Site along Laurel Street, Ravenswood Avenue and Middlefield Road shall comply with City Standard Details LS-1 through LS-19 and shall be served by and connected to the on-site water system serving the Project Site.

30. Prior to each building permit final inspection, the Applicant shall submit a landscape audit report.

31. The Applicant shall retain a civil engineer to prepare "as-built" or "record" drawings of public improvements. These drawings shall be submitted in both AutoCAD and Adobe PDF formats to the Engineering Division prior to issuance of the final certificate of occupancy for the first building within any given phase or parcel (1A, 1B, and future non-residential phases) associated with such public improvements, unless otherwise authorized by the Engineering Division.

32. The future reserved right-of-way (ROW) connecting Burgess Drive to Seminary Drive shall not be abandoned until the Applicant constructs the multi-use pathway connection from Burgess Drive to Seminary Drive and records the associated public access easements/agreements. This ensures that, if the project is started but not completed, the City retains the ROW for future bike and pedestrian improvements.

33. The City has approved this Map in conjunction with a Development Agreement. During the term of the Development Agreement, this Map shall be subject to the terms and conditions of the Development Agreement and, in the event of a conflict, the terms and conditions of the Development Agreement shall prevail.

EXHIBIT B

Policy	Summary	Consistency Analysis
Policy LU 2.1 Neighborhood Compatibility	Ensure that new residential development possesses high-quality design that is compatible with the scale, look, and feel of the surrounding neighborhood and that respects the City's residential character.	• The project would adhere to extensive design standards outlined in the CDP and developed for the project
Policy LU 2.2 Open Space	Require accessible, attractive open space that is well maintained and uses sustainable practices and materials in all new multiple dwelling and mixed-use development.	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including a public park to be dedicated to the City) that would include areas for active and passive uses such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park. Programming for the public park would be developed through an outreach process
Policy LU 2.5 Below Market Rate Housing	Require residential developments of five or more units to comply with the provisions of the City's Below-Market Rate (BMR) Housing Program, including eligibility for increased density above the number of market rate dwellings otherwise permitted by the applicable zoning and other exceptions and incentives	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy LU 2.6 Underground Utilities	Require all electric and communications lines serving new development to be placed underground	• Electric and communication lines would be placed underground
Policy LU 2.9 Compatible Uses	Promote residential uses in mixed-use arrangements and the clustering of compatible uses such as employment centers, shopping areas, open space and parks, within easy walking and bicycling distance of each other and transit stops.	• The project would include a mix of uses (office/R&D and residential, with some retail/restaurant components) and is located in close proximity to downtown Menlo Park employment centers • The project would include 12 acres of publicly accessible open space and increase bicycle and pedestrian connections
Policy LU 4.4 Community Amenities	Require proposed development projects of a certain minimum scale to support and contribute to programs that benefit the community and the City, including education, transit, transportation, infrastructure, sustainability, neighborhood-serving amenities, child care, housing, job training, and meaningful employment for Menlo Park youth and adults	• The proposed project includes a development agreement which includes community benefits such as dedication of a public park, dedication of a parcel to an affordable housing developer for a 100% affordable building, publicly accessible event space and sustainability and transportation benefits, among others
Policy LU 4.7	Evaluate proposed development of a certain minimum scale for its potential	• The City prepared a fiscal impact analysis and supplemental memo to

Fiscal Impacts	fiscal impacts on the City and community	disclose the fiscal impacts of the proposed project on the City and special districts
Policy LU 6.2 Open Space in New Development	Require new nonresidential, mixed use, and multiple dwelling development of a certain minimum scale to provide ample open space in form of plazas, greens, community gardens, and parks whose frequent use is encouraged through thoughtful placement and design	• The project would provide over 29 acres of open space, including 12 acres of publicly accessible open space (including the public park to be dedicated to the City) that would include areas such as the Ravenswood Ave. parklet, the Parkline Commons, new bicycle and pedestrian pathways, and a dog park
Policy LU 6.4 Park and Recreational Land Dedication	Require new residential development to dedicate land, or pay fees in lieu thereof, for park and recreation purposes.	• The DA includes dedication of a park and payment of a rec in lieu fees
Policy LU 6.8 Landscaping in Development	Encourage extensive and appropriate landscaping in public and private development to maintain the City's tree canopy and to promote sustainability and healthy living, particularly through increased trees and water-efficient landscaping in large parking areas and in the public right-of-way.	• Approximately 336 heritage trees would be retained at the project site and 860 new trees would be planted • Including retained non-heritage trees, the site would contain a total of 1,392 trees
Policy LU 6.9 Pedestrian and Bicycle Facilities	Provide well-designed pedestrian and bicycle facilities for safe and convenient multi-modal activity through the use of access easements along linear parks or paseos	• The project would include new pedestrian and bicycle connections through the site and upgrades along the northern and southern boundaries of the site
Policy LU 7.1 Sustainability	Promote sustainable site planning, development, landscaping, and operational practices that conserve resources and minimize waste.	• The project would comply with the City's water efficient landscaping ordinance, CalGreen code requirements, and be designed to meet waste planning and LEED requirements per the C-1-S zoning district
Policy LU 7.5 Reclaimed Water Use	Implement use of adequately treated "reclaimed" water (recycled/non-potable water sources such as, graywater, blackwater, rainwater, stormwater, foundation drainage, etc.) through dual plumbing systems for outdoor and indoor uses, as feasible	• The proposed project would be dual plumbed for future use of recycled water • The development agreement includes future connections for recycled water
Policy LU 7.9 Green Building	Support sustainability and green building best practices through the orientation, design, and placement of buildings and facilities to optimize their energy efficiency in preparation of State zero-net energy requirements for residential construction in 2020 and commercial construction in 2030.	• The project would be designed to comply with the City's applicable LEED requirements; and would comply with the City's Green and Sustainable Building requirements

Policy CIRC 2.11 Design of New Development	Require new development to incorporate design that prioritizes safe pedestrian and bicycle travel and accommodates senior citizens, people with mobility challenges, and children	• The project would install frontage improvements and Class I multi-modal bicycle and pedestrian paths along the northern and southern project boundaries, and Class IV bike lanes along the Laurel Street frontage • The project includes pedestrian paths through the site that would eventually connect to the Middle Ave. Caltrain undercrossing and other pedestrian improvements
Policy CIRC 2.14 Impacts of New Development	Require new development to mitigate its impacts on the safety (e.g., collision rates) and efficiency (e.g., vehicle miles traveled (VMT) per service population or other efficiency metric) of the circulation system. New development should minimize cut-through and high-speed vehicle traffic on residential streets; minimize the number of vehicle trips; provide appropriate bicycle, pedestrian, and transit connections, amenities and improvements in proportion with the scale of proposed projects; and facilitate appropriate or adequate response times and access for emergency vehicles.	• The EIR evaluated the project's potential impact on VMT and determined that its impact would be less than significant when mitigation measures were incorporated as part of project implementation • The project was designed to reduce cut through traffic through the alignment of driveways • The project would include publicly accessible pathways which would provide pedestrian access and improve pedestrian and bicycle infrastructure in the area • The project includes a transportation demand management (TDM) plan that would reduce project trips by 35% • The project would install frontage improvements to facilitate bike and pedestrian connections within the vicinity of the project site
Policy CIRC 6.3 Shuttle Service	Encourage increased shuttle service between employment centers and the Downtown Menlo Park Caltrain station.	• As part of the DA, the project would either make payments towards the City's shuttle or provide its own
Policy CIR 7.1 Parking and New Development	Ensure new development provides appropriate parking ratios, including application of appropriate minimum and/or maximum ratios, unbundling, shared parking, electric car charging, car sharing, and Green Trip Certified strategies to accommodate residents, employees, customers, and visitors	• The proposed project is consistent with the parking requirements in the proposed C-1-S zoning district as modified through the CDP • During the architectural control stage, staff would verify that the project provides sufficient EV charging facilities per the City's EV Charging Ordinance • Parking for the multi-family buildings would be unbundled and the 100% affordable building would share parking with non-residential components of the project
Policy H4.2 Housing to Address	Strive to provide opportunities for new housing development to meet the City's share of its Regional Housing Needs Allocation (RHNA). In doing so, it is the	• Project would provide 97 inclusionary housing units and up to 154 additional BMR units on a parcel to be dedicated to an affordable housing developer

Local Housing Needs	City's intent to provide an adequate supply and variety of housing opportunities to meet the needs of Menlo Park's workforce and special needs populations, striving to match housing types, affordability and location, with household income, and addressing the housing needs of extremely low income persons, lower income families with children, shared housing and lower income seniors.	• Project would provide various types of units within the project including apartments of various sizes, attached townhomes and detached townhomes addressing housing needs for various types of households, which would contribute to the City's RHNA numbers
Policy H4.4 Variety of Housing Choices	Encourage well-designed residential mixed-use developments where residential use is appropriate to the setting. Encourage mixed-use development in proximity to transit and services, such as shopping centers, the C-4 district along Willow Road near the Willows neighborhood, properties zoned C-1, C-1-A, C-1-C, C-2 and C-2-A, C-2-B, C-2-S, and P, as well as near the downtown to support downtown businesses (consistent with the El Camino Real/Downtown Specific Plan).	• The project includes a mix of uses and a variety of housing types (attached and detached townhomes and apartments of various sizes • The project would provide housing near the Caltrain station and downtown Menlo Park
Policy H4.10 Preferences for Affordable and Moderate-Income Housing	Implement BMR and moderate-income housing preferences for people living or working in Menlo Park to the extent consistent with Fair Housing laws.	• To the extent consistent with State Law, the City is applying its BMR preferences to the project, consistent with this policy
Policy H4.11 Inclusionary Housing Approach	Require residential developments involving five (5) or more units to provide very low-, low- and moderate-income housing units. In-lieu fees are allowed but not encouraged.	• The project would provide 97 inclusionary housing units in compliance with the City's BMR Housing Program • In addition to the 97 inclusionary units, the project includes dedication of a 1.6-acre parcel to an affordable housing developer for up to 154 additional BMR units
Policy H4.16 Neighborhood Responsibilities within Menlo Park	Seek ways specific to each neighborhood to provide additional housing as part of each neighborhood's fair share responsibility and commitment to help achieve community-wide housing goals.	• This project would bring 800 residential units near downtown

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF MENLO PARK AND LPGS MENLO, LLC, FOR THE PARKLINE MASTER PLAN PROJECT

The City Council of the City of Menlo Park does ordain as follows:

SECTION 1.
This Ordinance is adopted under the authority of Government Code Section 65864 et seq. and pursuant to the provisions of City Resolution No. 4159, which establishes procedures and requirements for the consideration of developments within the City of Menlo Park ("City"). This Ordinance incorporates by reference that certain Development Agreement for the Parkline Master Plan Project (the "Development Agreement") by and between the City and LPGS Menlo, LLC, a Delaware limited liability company ("Applicant") attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2.
The City, as lead agency, prepared an Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the approximately 64.3 acre site, commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site"). On September 30, 2025, by Resolution No. _____, the City Council certified the EIR, made certain findings, and adopted a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Plan, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the Development Agreement is within the scope of the EIR.

SECTION 3.
As required by Resolution No. 4159, the Planning Commission reviewed the Development Agreement at a duly and properly noticed public hearing held on August 25, 2025 and recommended that the City Council adopt this ordinance. As part of its recommendation to the City Council, the Planning Commission determined that the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan; is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Project Site is located; is in conformity with public convenience, general welfare and good land use practice; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; and will not adversely affect the orderly development of property or the preservation of property values within the City.

SECTION 4.
The City Council held a duly and properly noticed public hearing on the Development Agreement on September 30, 2025. The City Council finds that the following are the relevant facts concerning the Development Agreement:

1. The General Plan designates the Project Site for Professional and Administrative Office land uses. The Project Site is zoned C-1-S-X (Administrative, Professional and Research, Special; Conditional Development Combining District).
2. The Applicant proposes a unified, master-planned development of the Project Site consisting of multiple contiguous parcels of approximately 64.3 acres.

3. The Applicant proposes to demolish 35 existing buildings and a church and associated multi-use building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a mix of uses consisting of non-residential buildings of approximately 1,000,000 square feet (SF), inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project").
4. The Applicant proposes to provide various community benefits as outlined in the Development Agreement which are in excess of those dedications, conditions, and exactions that may be imposed under applicable law and thus otherwise would not be achievable without the express agreement of Applicant.

SECTION 5.

As required by Section 302 of Resolution No. 4159 and based on an analysis of the facts set forth above, the staff report to the City Council, the presentation to the Council, supporting documents, and public testimony, the City Council hereby adopts the following as its findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan. As described in the EIR, the Project will be consistent with the land use designations and the goals and polices of the General Plan.
2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the C-1-S-X district in which the Project Site is located because the Project Site creates opportunities for housing and employment within ½ mile of a major transit stop (e.g. Caltrain station), includes quality residential development at a range of densities in conjunction with commercial development; creates opportunities for research and development (R&D), including life science and laboratory uses, appropriately conditioned to ensure compatibility with office, residential and other allowable uses; blends with and complements existing neighborhoods through site development regulations and design standards that minimize impacts to adjacent uses; provides a quality and sustainable living environment for residents, workers, and visitors; creates housing opportunities emphasizing housing diversity and affordability for families and other household compositions through mixed sized housing unit sizes, variation in building types, and variation in housing unit designs; creates integrated site development and open space planning with the inclusion of public use open space amenities.
3. The Development Agreement is in conformity with public convenience, general welfare and good land use practices because the Project is consistent with the General Plan and zoning designations for the Project Site and appropriate utilities and services can be provided for the Project.
4. The Development Agreement will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City.
5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values within the City.
6. The Development Agreement will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto by establishing the regulations

concerning land use development, timing and sequencing of Project development and the payment of fees.

7. The Development Agreement will result in the provision of community benefits by the Applicant, such as additional funding for transportation improvements, a shuttle to transport residents and workers to and from the Project Site or funding for the City's commuter shuttles, land dedication to an affordable housing developer for up to 154 below market rate units, funding for maintenance of future City park, along with the construction, dedication, and maintenance of a public restroom to serve the park, commitment to use union labor for the core and shell for the non-residential buildings and encourage residential developers to use union labor, and community use of open space within the Project, including the Event Area within the Parkline Commons. The Development Agreement also includes an agreement to enter into a Payment In Lieu of Taxes (PILOT) to ensure the City receives expected revenue and a sales tax point of sale designation during construction to increase tax revenue for the City. Additionally, the Development Agreement includes several sustainability benefits, including all-electric buildings, installation of recycled water distribution infrastructure for future connections to planned recycled water, and the use of non-diesel backup generators provided specific operational and cost criteria are met.

SECTION 6.
Based upon the above findings of fact, the Development Agreement for the Project is hereby approved, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager in consultation with the City Attorney. The City Council hereby authorizes the Mayor to execute the Development Agreement and all documents required to implement the Development Agreement on behalf of the City.

SECTION 7.
No later than ten days after this ordinance is effective and has been executed by all parties, the City Clerk shall record with the San Mateo County Recorder a copy of the Development Agreement, as required by Government Code Section 65868.5.

SECTION 8.
If any section of this ordinance, or part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or enforceable, such section, or part hereof, shall be deemed severable from the remaining sections of this ordinance and shall in no way affect the validity of the remaining sections hereof.

SECTION 9.
This ordinance shall become effective thirty (30) days after the date of its adoption. Within fifteen (15) days of its adoption, the ordinance shall be posted in three (3) public places within the City of Menlo Park, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City of Menlo Park prior to the effective date.

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INTRODUCED on the thirtieth day of September, 2025.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the __ day of __, 2025, 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 __, 2025.

APPROVED:

_____
Drew Combs, Mayor

ATTEST:

_____
Judi A. Herren, City Clerk

Exhibits:
A. Development Agreement for the Parkline Master Plan Project by and between the City of Menlo Park and LPGS Menlo, LLC

EXHIBIT A

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: City Clerk

Exempt from recording fee per
Govt. Code §6103 and 27383

Space Above This Line Reserved for Recorder's Use

DEVELOPMENT AGREEMENT

by and between the

CITY OF MENLO PARK,
a California municipal corporation

and

LPGS MENLO, LLC
a Delaware limited liability company

regarding the

PARKLINE MASTER PLAN PROJECT

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS 5
Section 1.1 Definitions 5
ARTICLE 2 EFFECTIVE DATE AND TERM; REPRESENTATIONS AND WARRANTIES 14
Section 2.1 Effective Date 14
Section 2.2 Term 14
Section 2.3 City Representations and Warranties 17
Section 2.4 Developer Representations and Warranties 18
ARTICLE 3 DEVELOPMENT OF PROPERTY 18
Section 3.1 Vested Rights 18
Section 3.2 Development and Design Standards 19
Section 3.3 Reservations of Authority 19
Section 3.4 Regulation by Other Public Agencies 20
Section 3.5 Life of Project Approvals 20
Section 3.6 Initiatives 20
Section 3.7 Timing of Development 21
Section 3.8 Changes in the Law 22
Section 3.9 Expansion of Development Rights 22
Section 3.10 No Reservation of Sanitary Sewer or Potable Water Capacity 23
Section 3.11 Biosafety Levels 23
Section 3.12 Reach Code 23
Section 3.13 Buildings P, S and T 23
Section 3.14 Buildings S and T and City Corporation Yard 24
Section 3.15 Project Approvals and Applicable City Regulations 25
ARTICLE 4 OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES 25
Section 4.1 Developer Fees 25
Section 4.2 CFDs 29
Section 4.3 Public Infrastructure 31
Section 4.4 City Responsibility for Public Park Improvements 31
Section 4.5 Prevailing Wage Requirements 31
Section 4.6 Taxes and Assessments 32

ARTICLE 5 PARKLINE COMMUNITY BENEFITS 33
Section 5.1 Community Benefits 33
Section 5.2 Sales Tax Point of Sale Designation 39
Section 5.3 Payment In Lieu of Taxes (PILOT) 39
ARTICLE 6 ANNUAL REVIEW 40
Section 6.1 Periodic Review 40
ARTICLE 7 MORTGAGEE PROTECTION 42
Section 7.1 Mortgagee Protection 42
Section 7.2 Mortgagee Not Obligated 42
Section 7.3 Notice of Default to Mortgagee; Right to Cure 42
Section 7.4 No Supersedure 43
Section 7.5 Technical Amendments to this Article 7 43
ARTICLE 8 AMENDMENT OF AGREEMENT AND EXISTING APPROVALS 43
Section 8.1 Amendment of Agreement By Mutual Consent 43
Section 8.2 Insubstantial Amendments to Agreement 43
Section 8.3 Requirement for Writing 44
Section 8.4 Amendments to Development Agreement Statute 44
Section 8.5 Amendments to Project Approvals 44
Section 8.6 Administrative Amendments of Project Approvals 44
Section 8.7 Operating Memoranda 45
Section 8.8 CEQA 45
ARTICLE 9 COOPERATION AND IMPLEMENTATION 46
Section 9.1 Subsequent Project Approvals 46
Section 9.2 Scope of Review of Subsequent Project Approvals 46
Section 9.3 Processing Applications for Subsequent Project Approvals 46
Section 9.4 Other Agency Subsequent Project Approvals; Authority of City 47
Section 9.5 Implementation of Necessary Mitigation Measures 47
Section 9.6 Cooperation in the Event of Legal Challenge 47
Section 9.7 Revision to Project 48
Section 9.8 State, Federal or Case Law 48
Section 9.9 Defense of Agreement 48
ARTICLE 10 TRANSFER AND ASSIGNMENT 49

Section 10.1 Transfers and Assignments 49
Section 10.2 Release upon Transfer; No Cross-Defaults....50
ARTICLE 11 DEFAULT; REMEDIES; TERMINATION 51
Section 11.1 Breach and Default 51
Section 11.2 Termination....51
Section 11.3 Legal Actions....51
Section 11.4 Rights and Remedies Are Cumulative....52
Section 11.5 No Damages....52
Section 11.6 Resolution of Disputes....52
Section 11.7 Surviving Provisions....52
Section 11.8 Effects of Litigation 53
Section 11.9 California Claims Act 53
ARTICLE 12 MISCELLANEOUS PROVISIONS....53
Section 12.1 Incorporation of Recitals, Exhibits and Introductory Paragraph 53
Section 12.2 Severability 53
Section 12.3 Construction....53
Section 12.4 Covenants Running with the Land....53
Section 12.5 Notices 54
Section 12.6 Counterparts and Exhibits; Entire Agreement 54
Section 12.7 Recordation of Agreement....55
Section 12.8 No Joint Venture or Partnership 55
Section 12.9 Waivers 55
Section 12.10 California Law; Venue....55
Section 12.11 City Approvals and Actions....55
Section 12.12 Estoppel Certificates 55
Section 12.13 No Third-Party Beneficiaries....56
Section 12.14 Signatures....56
Section 12.15 Further Actions and Instruments....56
Section 12.16 Limitation on Liability....56
Section 12.17 Indemnification and Hold Harmless…….. 56

LIST OF EXHIBITS

Exhibit A	Site Map of Property, SRI Property, Buildings P, S &T Property, Church Property
Exhibit B	Legal Description of Property
Exhibit C	Consent of SRI International
Exhibit D	Consent of First Church of Christ, Scientist, Menlo Park, California
Exhibit E	List of Impact Fees
Exhibit F	Parkline Phasing Plan
Exhibit G	Project Site Plan – Full Buildout
Exhibit H	Quimby Act Fees & Credits
Exhibit I	Conceptual Open Space Plan – Phase 1
Exhibit J	Form of Assignment and Assumption Agreement
Exhibit K	Form of PILOT (Payment In Lieu of Taxes) Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") dated for reference purposes as of _____, 2025, is entered into by and between LPGS MENLO, LLC, a Delaware limited liability company ("**Developer**"), and the CITY OF MENLO PARK, a California municipal corporation ("**City**"). Developer and City are sometimes referred to individually herein as a "**Party**" and collectively as "**Parties**."

R E C I T A L S

The following recitals are a substantive part of this Agreement; capitalized terms used herein and not otherwise defined are defined in Section 1.1 of this Agreement.

A. In order to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic costs and risk of development, the Legislature of the State of California enacted Section 65864 *et seq*. of the Government Code ("**Development Agreement Statute**") which authorizes a city and a developer having a legal or equitable interest in real property to enter into a binding, long-term development agreement, establishing certain development rights in the subject property.

B. As authorized by the Development Agreement Statute, the City has adopted Resolution No. 4159 adopting regulations establishing procedures and requirements for consideration of development agreements within the City of Menlo Park ("**Development Agreement Regulations**"). The provisions of the Development Agreement Statute and City's Development Agreement Regulations are collectively referred to herein as the "**Development Agreement Law**." This Agreement has been drafted and processed pursuant to the Development Agreement Law.

C. SRI International, a California nonprofit public benefit corporation ("**SRI**"), owns real property commonly known as 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Numbers 062-390-660; 062-390-670; 062-390-730; 062-390-760; and 062-390-780 (the "**SRI Property**").

D. Developer has entered into that certain Ground Lease Option Agreement dated December 10, 2021 ("**Ground Lease Option**"), with SRI regarding the SRI Property, inclusive of a portion of the SRI Property comprising existing Buildings P, S and T (the "**Buildings P, S and T Property**"), located on APN 062-390-730 and a portion of APN 062-390-780, which SRI will continue to utilize.

E. LPGS 201 Ravenswood, LLC, a Delaware limited liability company ("**LPGS 201**"), an affiliate of Developer, has entered into that certain Purchase and Sale Agreement, dated January 30, 2024 (the "**Purchase Agreement**"), with the First Church of Christ, Scientist, Menlo Park, California a California non-profit corporation ("**Church Owner**") regarding real property adjacent to the SRI Property commonly known as 201 Ravenswood Avenue in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Number 062-390-050 (the "**Church Property**").

F. The SRI Property, inclusive of the Buildings P, S and T Property, and the Church Property shall be referred to herein collectively as the "**Property**". The Property, including the outline of the SRI Property, Buildings P, S and T Property, and Church Property, are depicted on the "**Site Map**" attached hereto as Exhibit A. The Property is more particularly described in the legal description attached hereto as Exhibit B.

G. This Agreement concerns the Property which comprises: (i) the SRI Property, owned by SRI, subject to the Ground Lease Option between SRI and Developer, and therefore Developer has an equitable interest in the SRI Property; and (ii) the Church Property, located adjacent to the SRI Property, owned by Church Owner, subject to the Purchase Agreement between Church Owner and LPGS 201, an affiliate entity that Developer controls, and therefore Developer has an equitable interest in the Church Property. Further, SRI has consented to the terms of this Agreement with respect to the SRI Property and Church Owner has consented to the terms of this Agreement with respect to the Church Property, as shown on Exhibit C and Exhibit D, respectively (collectively, the "**Consents**").

H. Developer applied to City (A) requesting (i) an amendment to the General Plan ("**General Plan**") Land Use Element and Land Use Map, (ii) an amendment to the zoning ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, (iii) an amendment to the zoning map to apply the newly added C-1-S zoning to the Property, (iv) rezoning the Property to add a Conditional Development ("**X**") Combining District, and (B) requesting approval of (i) a conditional development permit ("**CDP**"), (ii) a below market rate ("**BMR**") housing agreement, (iii) a vesting tentative map ("**VTM**") to subdivide the Property, and (iv) a Development Agreement, all in order to redevelop the Property with: (i) construction of five new office/R&D buildings totaling approximately 1,051,600 square feet ("**SF**") and one new amenity building of approximately 40,000 SF to replace 35 buildings of approximately the same amount of square footage combined (i.e., approximately 1,093,602 SF) on the SRI Property to be demolished, along with a church and associated facilities on the Church Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which up to thirty one percent (31%) (approximately 251 units) would be affordable housing units; (iii) provision of approximately 3,719 parking spaces (surface spaces and within three parking garages); (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath new public recreational facilities, (vii) provision of publicly accessible open space across the campus, and (viii) related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "**Proposed Project**").

I. Pursuant to the California Environmental Quality Act and its associated regulations (Public Resources Code Section 21000 *et seq*. and the CEQA Guidelines at California Code of Regulations, Title 14, Section 15000 *et seq*.) (together and as they may be amended, "**CEQA**"), City conducted environmental review of the Proposed Project and prepared and duly processed an Environmental Impact Report (State Clearinghouse No. 2022120058) ("**Project EIR**").

J. In response to community feedback regarding the Proposed Project, Developer has proposed to modify the Proposed Project by reducing the amount of new non-residential office/R&D building space to a maximum of 1,000,000 SF, inclusive of the approximately 287,000

SF comprising existing Buildings P, S and T. Accordingly, for purposes of this Agreement, the "**Project**" encompasses: (i) construction of office/R&D and other non-residential buildings of up to 1,000,000 SF, inclusive of approximately 287,000 SF in existing Buildings P, S and T, which may be replaced in the future as a Modified Project Approval, defined herein, and inclusive of up to 45,000 SF of commercial/retail space to replace 35 buildings of approximately 1,093,602 SF on the SRI Property to be demolished, along with demolition of a church and associated facilities on the Church Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which up to thirty one percent (31%) (approximately 251 units) would be affordable housing units; (iii) provision of parking spaces (consisting of surface spaces and spaces within no more than three parking garages) in accordance with the ratios provided in the Zoning Amendments defined in Recital L.3, below; (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath new public recreational facilities, (vii) provision of publicly accessible open space across the campus, and (viii) related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping.

K. This Agreement between City and Developer sets forth, among other things, the applicable fees, policies and zoning requirements that apply to development of the Property and provides Developer with a vested right to develop the Project thereon, as may be modified in accordance with Article 9 herein.

L. Prior to or concurrently with approval of this Agreement, City has taken the following actions in connection with development of the Property (together with this Agreement, the "**Existing Approvals**").

1. Certification of the Project EIR as adequate under CEQA and adoption of a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the Project EIR (the "**Project MMRP**"), by Resolution No. _____, adopted by the City Council on _____, 2025.

2. Approval of amendments to the General Plan Land Use Element and Land Use Map to allow the residential density and non-residential floor area proposed for the Project and to change the land use designation of the Church Property, by Resolution No. _____, adopted by the City Council on _____, 2025 ("**General Plan Amendment**").

3. Approval of Ordinance No. _____ adopted by the City Council on _____, 2025, thereby enacting and authorizing the following (collectively, (i), (ii), (iii) and (iv) below, the "**Zoning Amendments**"):

(i) an amendment to the Menlo Park Zoning Ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district;

(ii) an amendment to the Menlo Park Zoning Map to apply the newly added C-1-S zoning to the Property;

(iii) an amendment to the Menlo Park Zoning Map to rezone the Property to add a Conditional Development ("X") Combining District for the Project; and

(iv) a Conditional Development Permit to authorize the Project (the "**Parkline CDP**"), together with the Project Development Regulations and Design Standards ("**Parkline Guidelines**") and associated conditions of approval ("**Parkline CDP Conditions**").

4. Approval of Vesting Tentative Map for the Project to merge and re-subdivide existing parcels on the Property, approve dedication of public rights-of-way, parklands and open space and utility easements, and allow filing of multiple final maps for the Project, by Resolution No. _____, adopted by the City Council on _____, 2025 ("**Parkline VTM**"), together with associated conditions of approval ("**Parkline VTM Conditions**").

5. Approval of the Project Wide Affordable Housing Agreement specifying terms for Developer to provide onsite reduced-cost housing units, by Resolution No. ____, adopted by the City Council on _____, 2025 ("**BMR Agreement**").

6. Approval of this Agreement by Ordinance No. ___ (the "**Enacting Ordinance**"), adopted by the City Council on _____, 2025 (the "**Agreement Date**").

M. City has determined that by entering into this Agreement, City will further the purposes set forth in the Development Agreement Law and City will benefit from the increased range of housing options, employment opportunities, sustainability enhancements, circulation improvements, and open space created by the Project for residents of City.

N. For the reasons recited herein, City and Developer have determined that the Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Existing Approvals and Subsequent Project Approvals, thereby encouraging planning for, investment in, and commitment to use and development of the Property. Continued use and development of the Property will in turn provide substantial employment, tax, and other public benefits to City, and provide for expanded park, recreation and open space facilities for City residents as well as expanded housing opportunities affordable to varying household income levels, which is a critical City need, thereby achieving the goals and purposes for which the Development Agreement Law was enacted.

O. The terms and conditions of this Agreement have undergone review by City staff, the City's Planning Commission and the City Council at publicly noticed meetings and have been found to be fair, just and reasonable and in conformance with the Development Agreement Law and the goals, policies, standards, and land use designations specified in the General Plan and, further, the City Council finds that the economic interests of City's citizens and the public health, safety and welfare will be best served by entering into this Agreement.

P. On August 25, 2025, the Planning Commission, the initial hearing body for purposes of development agreement review, recommended approval of this Agreement to the City Council. Following a duly noticed public hearing, on _____, 2025, the City Council introduced the Enacting Ordinance and on _____, 2025 the City Council adopted the Enacting Ordinance.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 Definitions.

"**Administrative Amendment**" is defined in Section 8.6.

"**Affiliate**" is defined in Section 10.1.

"**Affordable Housing Covenant**" is defined in Section 4.1.B.

"**Affordable Housing Developer**" is defined in Section 5.1.C.

"**Affordable Housing Financing**" is defined in Section 5.1.C.

"**Affordable Housing Land**" is defined in Section 5.1.C.

"**Agreement**" means this Development Agreement.

"**Agreement Date**" means the date of adoption of the Enacting Ordinance as provided in Recital L.6.

"**Applicable City Regulations**" means (a) the permitted uses of the Property, the maximum density and/or total number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions, and requirements for subsequent discretionary actions, the provisions for public improvements, and other terms and conditions of development applicable to the Property as set forth in the Existing Approvals, the General Plan of the City on the Effective Date, the Municipal Code of the City on the Effective Date, and the other ordinances, policies, rules, regulations, guidelines, standards and specifications of the City in effect on the Effective Date; (b) New City Laws that apply to the Property as set forth in Section 3.1, 3.3C, or 3.3D herein; and (c) regulations that apply to the Property as set forth in Section 3.3A and B herein.

"**Applicable Law**" means (a) all State and Federal laws and regulations applicable to the Property and the Project as enacted, adopted and amended from time to time and (b) the Applicable City Regulations.

"**Assignment and Assumption Agreement**" is defined in Section 10.1 and a form thereof attached hereto as Exhibit J.

"**BMR Agreement**" is defined in Recital L.5.

"**BMR Ordinance**" means Menlo Park Municipal Code Chapter 16.96, as it may be amended from time to time.

"**BMR Guidelines**" means the guidelines promulgated and adopted by the City pursuant to the BMR Ordinance, as it may be amended from time to time.

"**BSL**" is an acronym for and means biosafety level.

"**BSL 3 Facility**" is defined in Section 3.11.

"**Buildings P, S and T Property**" is defined in Recital D and depicted on the Site Map attached hereto as Exhibit A.

"**Building Permit**", when capitalized in this Agreement, means a City-issued building permit for construction (including any permanent elements of the basement above the lowest level basement slab); permits for demolition or grading shall not constitute a Building Permit.

"**CEQA**" is defined in Recital I.

"**Certificate of Occupancy**" means a certificate issued by City evidencing construction completion under a City-issued Building Permit following an approved final inspection of the applicable building, structure or improvements which allows occupancy of the associated building, structure or improvement. For purposes of this Agreement, "Certificate of Occupancy" does not include a Temporary Certificate of Occupancy

"**CFDs**" is defined in Section 4.2.A.

"**CFD Bonds**" is defined in Section 4.2.C.

"**CFD Facilities**" is defined in Section 4.2.B.

"**Changes in the Law**" is defined in Section 3.8.

"**Church Owner**" is defined in Recital E and means the First Church of Christ, Scientist, Menlo Park.

"**Church Property**" is defined in Recital E and depicted on the Site Map attached hereto as Exhibit A.

"**City**" means the City of Menlo Park, a California municipal corporation.

"**City Council**" means the City Council of the City of Menlo Park.

"**City Parties**" and "**City Party**" are defined in Section 12.17.

"**City Shuttle**" is defined in Section 5.1.A.

"**Claims**" means liabilities, obligations, orders, claims, damages, fines, penalties, and expenses, including reasonable attorneys' fees and costs.

"**Commence Construction**" or "**Commencement of Construction**" as used in the Parkline Phasing Plan means the issuance of a Building Permit by City for vertical improvements, mobilization of construction equipment and workers on-site, and commencement of actual vertical construction activities thereon (i.e. not just pouring slabs and foundations) under such Building Permit.

"**Complete Construction**" or "**Completion of Construction**" means the completion of a final inspection by the City of the specified portion of the specified work or Improvement.

"**Connection Fees**" means those fees charged by City or by a utility provider to utility users as a cost for connecting to water, sanitary sewer and other applicable utilities.

"**Consents**" are defined in Recital G.

"**Control**", "**Controlling**", "**Controlled**", and "**Common Control**" are defined in Section 10.1.

"**CPI**" means Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor or its successors, San Francisco-Oakland-Hayward, All Items (1982-84 = 100), or any successor index thereto designated by the Bureau of Labor Statistics or its successor.

"**CPI Adjustment**" means an adjustment of each dollar amount that is subject to CPI Adjustment under this Agreement and is made by multiplying the dollar amount being adjusted by the sum of (a) one hundred percent, plus (b) the CPI Increase.

"**CPI Increase**" means the percentage increase, if any (but not decrease, if any) between the CPI for the calendar month that is three months prior to the effective date of adjustment and the CPI for the calendar month that is fifteen months prior to the effective date of adjustment.

"**Default**" is defined in Section 11.1.

"**Deferred Improvement Agreement**" is defined in Section 4.1.B.

"**Developer**" means LPGS MENLO, LLC, a Delaware limited liability company, and its permitted assignees and successors-in-interest under this Agreement.

"**Developer Parties**" and "**Developer Party**" are defined in Section 12.17.

"**Development Agreement Law**" is defined in Recital B.

"**Development Agreement Regulations**" is defined in Recital B.

"**Development Agreement Statute**" is defined in Recital A.

"**Effective Date**" shall be [_____, 202_], which date is thirty (30) days after the Agreement Date.

"**Emergency Water Reservoir**" is defined in Section 5.1.D.

"**Enacting Ordinance**" is defined in Recital L.6.

"**Event Area**" is defined in Section 5.1.B.

"**Exactions**" means exactions imposed by City as a condition of developing the Project, including requirements for acquisition, dedication or reservation of land; and obligations to construct on-site or off-site public and private infrastructure improvements such as roadways, utilities or other improvements necessary to support the Project, whether such exactions constitute subdivision improvements, mitigation measures in connection with CEQA review of the Project, or impositions made under Applicable City Regulations. For purposes of this Agreement, Exactions do not include Impact Fees.

"**Exemptions**" is defined in Section 5.3.

"**Existing Approvals**" is defined in Recital L.

"**Extension Conditions**" is defined in Section 2.2A(5).

"**Extension Request**" is defined in Section 2.2A(5).

"**Fair Share**" is defined in Section 4.1F.

"**Final Approval**" means that (i) all applicable appeal periods for the filing of any Litigation Challenge challenging the issuance or effectiveness of any of the Project Approvals, including the Project EIR, or this Agreement shall have expired and no such appeal shall have been filed, or if a Litigation Challenge is filed, the Project Approvals, including the Project EIR, or this Agreement, as applicable, shall have been upheld by a final decision without adverse effect on the applicable Project Approval, including the Project EIR, or this Agreement and the entry of a final judgment, order or ruling upholding the applicable Project Approval, including the Project EIR, or this Agreement; and (ii) if a referendum petition relating to any Project Approval or this Agreement is timely and duly circulated and filed, certified as valid and City holds an election, the date the election results on the ballot measure are certified by City in the manner provided by Applicable City Regulations reflecting the approval by voters of the referenced Project Approval or this Agreement.

"**First Certificate of Occupancy**" means the first to occur of either (i) City approval of a Temporary Certificate of Occupancy, or (ii) City approval of a Certificate of Occupancy.

"**First Extension**" is defined in Section 2.2A(2).

"**Force Majeure Delay**" is defined in Section 2.2C.

"**General Plan**" means the General Plan of the City of Menlo Park in effect as of the Agreement Date.

"**General Plan Amendment**" is defined in Recital L.2.

"**Government Offices**" is defined in Section 2.2C.

"**Ground Lease Option**" is defined in Recital D.

"**Impact Fee Resolutions**" means Menlo Park City Council Resolution Nos. 6533 and 5823, and those future Menlo Park City Council Resolutions implementing Impact Fee changes.

"**Impact Fees**" means monetary fees and impositions or equivalent in-kind obligations, other than taxes and assessments, charged by City in connection with a development project for the purpose of funding or defraying all or a portion of the cost of mitigating the impacts of a development project or the development of the public facilities and services related to a development project and any "fee" as that term is defined by Government Code Section 66000(b), including those fees set forth in Exhibit E. For purposes of this Agreement, a monetary fee or imposition that meets both the definition of an Impact Fee and the definition of an Exaction will be considered an Impact Fee.

"**Impact Fee Limitation Period**" is defined in Section 4.1A.

"**Improvement**" means all physical improvements required or permitted to be made under the Existing Approvals or Subsequent Project Approvals.

"**Improvement Plans**" is defined in Section 3.3B.

"**Initial Term**" is defined in Section 2.2A(1).

"**Insubstantial Amendment**" is defined in Section 8.2.

"**Local CFD Policies**" is defined in Section 4.2.A.

"**Litigation Challenge**" is defined in Section 9.6B.

"**LPGS 201**" is defined in Recital E and means LPGS 201 Ravenswood, LLC, a Delaware limited liability company.

"Modified Project Approval" means modification of the Parkline CDP or Parkline VTM sought by Developer during the Initial Term as a result of: (i) a redesign of the Project Site Plan, attached hereto as Exhibit G, to accommodate the reduction of non-residential square footage to a maximum of 1,000,000 SF, inclusive of the existing 287,000 SF in Buildings P, S and T, and any commercial amenity or retail space; or (ii) a redesign of the Project Site Plan to accommodate the cessation of use of Building P or Buildings S and T by SRI and any tenants therein and associated demolition and redevelopment thereof, subject to the Modified Project Approval Conditions; or (iii) a combination of (i) and (ii) above. A Modified Project Approval (a)

may include modification of the dimensions and locations of particular project features (e.g. Event Area, Publicly Accessible Restroom), provided that the overall size and intended uses of the features are not reduced thereby, and (b) shall include a modification to the Project Site Plan governed by the Parkline CDP that depicts and details how the 1,000,000 SF of non-residential square footage will be accounted for on the Property.

"**Modified Project Approval Conditions**" means (i) the changes sought in connection with a Modified Project Approval primarily involve increasing the amount of residential units which shall be subject to compliance with the City's BMR Ordinance and BMR Guidelines and Applicable Law and shall include no less than six hundred (600) multifamily residential units within the Project; (ii) the amount of any non-residential use proposed or approved as part of such Modified Project Approval shall be no more than 1,000,000 SF; (iii) notwithstanding any provision in this Agreement to the contrary, including Section 3.13, all residential and non-residential buildings approved as part of the Modified Project Approval shall comply with Section 16.35.110 of the C-1-S zoning and the Reach Code, as it may be amended from time to time, and shall be all electric; (iv) upon approval of the Modified Project Approval, the amount of non-residential square footage as reflected in the revised Project Site Plan governed by the revised Parkline CDP shall constitute the maximum amount of non-residential SF permitted in the Project; (v) the Modified Project Approval will be subject to review under CEQA and any additionally required City analysis (e.g. Transportation Impact Analysis, Fiscal Impact Analysis, etc.) required by Applicable Law; and (vi) there are no material reductions to the community benefits described in Article 5 of this Agreement being proposed.

"**Mortgage**" is defined in Section 7.1.

"**Mortgagee**" is defined in Section 7.1.

"**Multifamily Building"** or "**Multifamily Residential Units"** have the same meaning as "multiple dwelling" as defined in Menlo Park Municipal Code section 16.04.260.

"**Municipal Code**" means the Municipal Code of the City of Menlo Park, as it may be amended from time to time.

"**New City Laws**" means and includes any ordinances, resolutions, orders, rules, official policies, standards, specifications, guidelines or other regulations, which are promulgated or adopted by the City (including but not limited to any City agency, body, department, officer or employee) or its electorate (through the power of initiative or otherwise) and become effective after the Effective Date.

"**Notice**" is defined in Section 12.5.

"**Offer of Dedication**" is defined in Section 4.1.B.

"**Official Records**" is defined in Section 4.1.B.

"**Operating Memoranda**" is defined in Section 8.6.

"**Optional Shuttle Fee**" is defined in Section 5.1.A.

"**Other Agency Fees**" is defined in Section 4.1E.

"**Other Agency Subsequent Project Approvals**" means Subsequent Project Approvals to be obtained from entities other than City.

"**Park Maintenance Agreement**" is defined in Section 5.1.F.

"**Park Maintenance Fee**" is defined in Section 5.1.F.

"**Park Opening**" is defined in Section 5.1.F.

"**Parkline CDP**" is defined in Recital L.3.(iv).

"**Parkline CDP Conditions**" is defined in Recital L.3.(iv).

"**Parkline Community Benefits**" is defined in Section 5.1.

"**Parkline Guidelines**" is defined in Recital L.3.(iv).

"Parkline Phasing Plan" is defined in Section 3.7 and attached hereto as Exhibit F.

"**Parkline Shuttle**" is defined in Section 5.1.A.

"**Parkline VTM**" is defined in Recital L.4.

"**Parkline VTM Conditions**" is defined in Recital L.4.

"**Party**" and "**Parties**" means, respectively, City or Developer individually and City and Developer collectively.

"**PILOT Agreement**" is defined in Section 5.3 and a form thereof attached hereto as Exhibit K.

"**Planning Commission**" means the Planning Commission of the City of Menlo Park.

"**POPA Easement Agreement**" is defined in Section 4.1.B.

"**POPA Use Agreement**" is defined in Section 5.1.B.

"**Pre-Approved Transfers**" are defined in Section 10.1B.

"**Prevailing Wage Components**" is defined in Section 4.4A.

"**Prevailing Wage Laws**" is defined in Section 4.4A.

"**Processing Fees**" means all fees charged on a City-wide basis to cover the cost of City processing of development project applications, including any required supplemental or other

further CEQA review, plan checking (time and materials), inspection and monitoring for land use approvals, design review, grading and building permits, fees set forth in the City Master Fee Schedule, and fees for other permits and entitlements required to implement the Project, in each case which are in effect at the time those permits, approvals or entitlements are applied for, which fees are intended to cover the City's actual and reasonable costs of processing the foregoing, and which are not Impact Fees or Exactions.

"**Proposed Project**" is defined in Recital H.

"**Project**" is defined in Recital J.

"**Project Approvals**" means the Existing Approvals and, when and as approved in accordance with the terms of this Agreement, the Subsequent Project Approvals, as such Project Approvals may be modified or amended.

"**Project EIR**" is defined in Recital I.

"**Project MMRP**" is defined in Recital L.1.

"**Property**" is defined in Recital F, depicted on the Site Map attached hereto as Exhibit A, and more particularly described in the legal description attached hereto as Exhibit B.

"**Public Park Parcel**" is defined in Section 4.1.B.

"**Public Restroom**" is defined in Section 5.1.G.

"**Public Restroom Access Easement**" is defined in Section 5.1.G.

"**Purchase Agreement**" is defined in Recital E.

"**Quimby Act**" is defined in Section 4.1.B.

"**Quimby Act Fees & Credits**" is defined in Section 4.1.B and the table applicable to the Project is attached hereto as Exhibit H.

"**Reach Code**" means those provisions of the Menlo Park Municipal Code set forth in Chapter 12.16, pursuant to Ordinance No. 1093, as said provisions may be amended.

"**Rec-In-Lieu Fees**" is defined in Section 4.1.B.

"**Recycled Water Easement**" is defined in Section 5.1.H.

"**Recycled Water Facilities**" is defined in Section 5.1.H.

"**Replacement Cost**" means the expenses required to rebuild a structure to its original size, quality, and functionality, and includes and excludes, the following:

Replacement Cost includes:

- Construction materials and labor: The expenses of materials, supplies, and labor needed to rebuild or repair the structure.
- Overhead and profit: The general contractor's overhead costs and profit margins are factored into the estimate.
- Building code upgrades: The cost to bring the rebuilt structure up to current building codes and regulations.
- Costs associated with rebuilding: The cost of demolition and debris removal costs, permit fees, and professional fees for architects, engineers, or others for design services.
- Site work required for the repair or replacement of landscaping or other improvements anticipated to be damaged or removed in connection with the construction of the building.
- Fees paid for inspection and testing services.

Replacement Cost excludes:

- Land value: Replacement cost does not include the value of the land the building sits on.
- Depreciation: Replacement cost does not deduct for depreciation.
- Site work beyond five feet from the building footprint, including landscaping and other work that is not directly involved in constructing the building itself, except with respect to any site work required for the repair or replacement of landscaping or other improvements anticipated to be damaged or removed in connection with the construction of the building.

"Residential Component" means each residential building, or cluster of residential buildings in the case of the attached and detached townhomes, within the Project, as described in the Phasing Plan attached in Exhibit F. For example, each multifamily apartment building would be considered its own Residential Component.

"**Second Extension**" is defined in Section 2.2A(2).

"**Severe Economic Recession**" means a five percent (5%) decline in nonfarm employment from peak nonfarm employment over a period of eighteen (18) months as measured by the Bureau of Labor Statistics Current Employment Statistics ("Statistics") for the San Francisco-Redwood City-South San Francisco Metropolitan Division. Severe Economic Recession shall commence upon Developers' notification to the City of the Severe Economic Recession, together with appropriate backup evidence. Severe Economic Recession shall continue prospectively on a quarterly basis and remain in effect until nonfarm employment as measured by the Statistics increases for three (3) successive quarters or surpasses peak nonfarm employment (whichever comes first), provided that the cumulative total Severe Economic Recession shall not exceed forty-eight (48) months. If the Statistics are discontinued, Developer and the City shall approve a substitute data source that tracks the employment market with as close a geography as possible to the San Francisco-Redwood City-South San Francisco Metropolitan Division.

"**SF**" is defined in Recital H.

"**Shuttle Service**" is defined in Section 5.1.A.

"**Shuttle Service Commencement**" is defined in Section 5.1.A.

"**Shuttle Service Term**" is defined in Section 5.1.A.

"**Site Map**" is defined in Recital F and attached hereto as Exhibit A.

"**Special Tax**" is defined in Section 4.2.D.

"**SRI**" is defined in Recital C and means SRI International, a California nonprofit public benefit corporation.

"**SRI Affiliate**" means a nonprofit Controlled by SRI.

"**SRI Property**" is defined in Recital C and depicted on the Site Map attached hereto as Exhibit A.

"**Subsequent Project Approvals**" is defined in Section 9.1.

"**TDM Plan**" is defined in Section 5.1.A.

"**Temporary Certificate of Occupancy**" means City approval of occupancy or partial occupancy of a building or improvement for up to 180 days or the maximum amount of time as established in the California Building Code in effect at the time of Building Permit application when construction has been substantially completed and no life safety hazards remain as determined by the Building Official.

"**Term**" is defined in Section 2.2.A.

"**Transfer**" is defined in Section 10.1.

"**Transferee**" is defined in Section 10.1.

"**Transferor**" is defined in Section 10.1.

"**Transportation Fee**" is defined in Section 5.1.E.

"**Zoning Amendments**" is defined in Recital L.3.

"**60% AMI Units**" means residential units available and affordable to and occupied by households whose income is no greater than sixty percent (60%) of Area Median Income in accordance with the terms of the BMR Agreement.

ARTICLE 2 EFFECTIVE DATE AND TERM; REPRESENTATIONS AND WARRANTIES

Section 2.1 Effective Date. This Agreement shall become effective upon the Effective Date.

Section 2.2 Term.

A. Term of Agreement. Except as to those obligations that expressly extend beyond the stated Term of this Agreement, the "**Term**" of this Agreement shall commence as of the Effective Date and shall continue for the Initial Term as defined in sub-section (1) below, plus

the duration of any City-approved extension as provided in sub-section (2) below, or until earlier terminated by mutual consent of the Parties or as otherwise provided by this Agreement.

(1) Initial Term of Agreement. The "**Initial Term**" of this Agreement shall be eight (8) years, commencing on the Effective Date and expiring on the eighth (8th) anniversary thereof, unless this Agreement is otherwise terminated or extended in accordance with the provisions of this Agreement.

(2) Two 6-Year Extensions. Subject to the terms and conditions in this Section 2.2, Developer shall have the right to extend the Initial Term for two additional six (6)-year periods (hereinafter, the "**First Extension**" and "**Second Extension**"). In order to obtain the First Extension and Second Extension, Developer must be in compliance with all of its obligations set forth in this Agreement and Project Approvals, and the respective conditions described in sub-section (3) and sub-section (4) below must be satisfied.

(3) First Extension Requirements. In addition to the conditions in sub-section (2) above, in order to obtain the First Extension, Developer must have secured two (2) points in accordance with the Parkline Phasing Plan.

(4) Second Extension Requirements. In addition to the conditions in sub-section (2) above, in order to obtain the Second Extension, (a) Developer must have secured two (2) points (four (4) points total when combined with the First Extension's points) in accordance with the Parkline Phasing Plan, (b) a Certificate of Occupancy for three (3) Residential Components; and (c) roof framing completed for one additional Residential Component.

(5) Extension Request. If Developer desires to seek the First Extension or Second Extension, Developer must submit a letter addressed to the City Manager requesting such First Extension or Second Extension at least 180 days prior to the date that the then applicable Term would expire (the "**Extension Request**"). The Extension Request shall include documentation in a form reasonably acceptable to City demonstrating that the applicable conditions for an Extension described in sub-sections (2), (3) and (4) above ("**Extension Conditions**") have been satisfied, or will be satisfied prior to the date that the then applicable Term otherwise would expire.

(6) Extension Review. Within forty-five (45) days of receipt of an Extension Request and accompanying documentation, the City Manager shall determine whether the Extension Conditions have been satisfied, including whether Developer is in compliance with this Agreement. Except as otherwise provided in this Section 2.2, the determination whether Developer is in compliance with this Agreement shall be undertaken in a manner consistent with the annual review process described in Section 6.1 below, and the City Manager may rely upon a recently completed Annual Review in order to make that compliance determination. If the City Manager determines Developer is not in compliance with this Agreement through such review process, then the City Manager shall describe in reasonable detail the reasons for non-compliance and the steps required to satisfy the Extension Conditions, and Developer shall have the opportunity to cure such non-compliance prior to the last date that the Extension Request is to be decided. If City Manager concludes that the Extension Conditions have been satisfied, then he or she shall grant the Extension Request and provide written notice, in a recordable form, that the

Agreement has been extended for the extension period, and the Initial Term shall be extended accordingly. If the City Manager determines the Extension Conditions have not been satisfied or if there is any dispute regarding the steps required to satisfy the Extension Conditions, then the Developer shall have ten (10) business days to present to the City Manager a letter providing written notice of the Developer's appeal of the City Manager's determination to the City Council. The City Council shall hear such an appeal within sixty (60) days of the City Manager's receipt of the letter providing written notice of the appeal, and the City Council shall decide such appeal no later than thirty (30) days before the date upon which the then applicable Term otherwise would expire. If the City Council determines Developer is in compliance with this Agreement and all of the applicable Extension Conditions have been satisfied, then, the City Council shall direct the City Manager to grant the Extension Request and direct the City Manager to provide Developer written notice, in a recordable form, that the applicable Extension Request has been granted and the then applicable Term shall be extended accordingly (with such extension retroactive to the expiration of the Term if applicable). If the City Council determines Developer is not in compliance with this Agreement or one or more of the other applicable Extension Conditions have not been satisfied, then the City Council shall document such findings in its action denying the Extension Request. The City Council's decision shall be final, subject to Developer's ability to pursue available remedies as provided in Section 11.3 below. If the last day of the Term occurs prior to the conclusion of the extension review process, then the Term shall be automatically extended without the need for further action by any of the Parties until the conclusion of the extension review whereupon the extension of the Term pursuant to the extension review process shall become effective or, if the Term is not extended pursuant to the extension review process, then the automatic extension shall cease upon the date of the final determination that the Term will not be extended.

(7) Memorandum of Extension. Within ten days after the written request of either Party hereto, City and Developer agree to execute, acknowledge and record in the Official Records of San Mateo County a memorandum evidencing any approved Extension of the Term pursuant to this Section 2.2.

B. Effect of Termination. Upon the expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions set forth in Section 11.7 below.

C. Enforced Delay; Extension of Times of Performance. Subject to the limitations set forth below, the Term of this Agreement and the Project Approvals, and the time within which either Party shall be required to perform any act under this Agreement, shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably and beyond the reasonable control of the Party seeking the delay by strikes, lock outs and other labor difficulties; acts of God; unusually severe weather, but only to the extent that such weather or its effects (including, without limitation, dry out time) result in delays that cumulatively exceed twenty (20) days for any winter season occurring after commencement of construction of the Project; failure or inability to secure materials or labor by reason of priority or similar regulations or order of any governmental or regulatory body; any development moratorium or any action of other public agencies that regulate land use, development or the provision of services that prevents, prohibits or delays construction of the Project, including without limitation any extension authorized by Government Code Section 66463.5(d); acts of the public enemy; civil

disturbances; wars; acts of terrorism; insurrection; riots; floods; earthquakes; fires; unavoidable casualties; epidemics; pandemics; quarantine restrictions; freight embargoes; government restrictions, or litigation; government mandated shutdowns or government closure (meaning any of the following events: (a) the governmental offices where any action required under this Agreement (collectively, "**Government Offices**") are not open for business and any Government Offices' systems are not operational such that such action cannot occur; (b) any other third party is not open for business such that its services required as necessary for a Party to perform obligations under this Agreement cannot be performed; (c) overnight couriers are not operating such that any documents cannot be delivered to the extent such documents are required to be originals; or (d) financial institutions or wire transfer systems are not operating, such that, as part of consummation of financial transactions contemplated hereby cannot occur; a Severe Economic Recession, defined below; any other cause beyond the reasonable control of Developer which substantially interferes with carrying out the development of the Project; or delays in securing Final Approval, as well as Litigation Challenges which enjoin construction or other work on the Project or any portion thereof or would cause a reasonably prudent developer either to forbear from commencing construction or other work on the Project or portion thereof or to suspend construction or other work (each a "**Force Majeure Delay**"). An extension of time for any such Force Majeure Delay, other than a Severe Economic Recession, shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice by the Party claiming such extension is sent to the other Party within sixty (60) days of the commencement of the cause. If Notice is sent after such sixty (60) day period, then the extension shall commence to run no sooner than sixty (60) days prior to the giving of such Notice. Notwithstanding the foregoing, in the case of Force Majeure Delay due to delays in securing Final Approvals or Litigation Challenges, the Force Majeure Delay shall terminate three (3) months after a final settlement or non-appealable judgment is issued or affirmed. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the City Manager and Developer, however any such extension that effectuates an extension of the Term of this Agreement shall require the approval of the City Council in accordance with the Development Agreement Law. Developer's inability or failure to obtain financing shall not be deemed to be a cause outside the reasonable control of the Developer and shall not be the basis for an excused delay.

Section 2.3 City Representations and Warranties. City represents and warrants to Developer that:

A. City is a municipal corporation, and has all necessary powers under the laws of the State of California to enter into and perform the undertakings and obligations of City under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of City hereunder have been duly authorized by all necessary City Council action and all necessary approvals have been obtained.

C. This Agreement is a valid obligation of City and is enforceable in accordance with its terms.

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, City shall, upon learning of any fact or condition that would

cause any of the warranties and representations in this Section 2.3 not to be true, immediately give written Notice of such fact or condition to Developer.

Section 2.4 Developer Representations and Warranties. Developer represents and warrants to City that:

A. Developer is duly organized, validly existing and in good standing under the laws of the State of Delaware, is authorized to do business in the State of California, and has all necessary powers under the laws of the State of California to own property interests and in all other respects enter into and perform the undertakings and obligations of Developer under this Agreement.

B. The execution and delivery of this Agreement and the performance of the obligations of Developer hereunder have been duly authorized by all necessary corporate, partnership or company action and all necessary shareholder, member or partner approvals have been obtained.

C. The Consents executed in connection with this Agreement are valid and binding and remain in full force and effect during the Term of this Agreement unless and until Developer acquires and holds fee title to the real property subject to the Consents.

D. This Agreement is a valid obligation of Developer and is enforceable in accordance with its terms.

E. Developer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Developer's creditors, (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Developer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Developer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

The foregoing representations and warranties are made as of the Agreement Date. During the Term of this Agreement, Developer shall, upon having actual knowledge of any fact or condition that would cause any of the warranties and representations in this Section 2.4 not to be true, promptly give written Notice of such fact or condition to City.

ARTICLE 3 DEVELOPMENT OF PROPERTY

Section 3.1 Vested Rights. City hereby grants to Developer a vested right to develop, construct and use the Project on the Property, including all on-site and off-site improvements authorized by, and in accordance with, the Project Approvals. Except as otherwise provided in this Agreement, no New City Laws that prevent or impede development of the Project or that conflict with this Agreement or the Project Approvals shall apply to the Project or the Property. For purposes of this Section 3.1, Section 3.3, and Section 3.6, the word "conflict" is defined to include, but is not limited to, any modification that purports to: (i) impose greater or different restrictions other than as permitted by Applicable Law, Changes in the Law, and the Project Approvals upon any aspect of the Project, including but not limited to the permitted uses of the

Property, excepting therefrom any limitations on allowable BSL 3 Facilities or BSL 4 Facilities, the maximum and minimum density and intensity of use (including but not limited to floor area ratios of buildings and the overall maximum size of allowed uses), or the maximum height and size of proposed buildings; (ii) impose requirements for reservation or dedication of land for public purposes or requirements for infrastructure, public improvements, or public utilities, other than as provided in the Project Approvals; (iii) impose conditions upon development of the Property other than as permitted by Applicable Law, Changes in the Law, and the Project Approvals; (iv) limit or control the timing, phasing, sequencing, or rate of development of the Property; (v) limit the location of building sites, grading or other improvements on the Property in a manner that is inconsistent with the Project Approvals; (vi) limit or control the ability to obtain public utilities, services, infrastructure, or facilities (provided, however, nothing herein shall be deemed to exempt the Project or the Property from any water use rationing requirements that may be imposed on a City-wide basis from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity); (vii) require the issuance of additional permits or approvals by the City other than those required by Applicable Law and the Existing Approvals; (viii) add new Impact Fees; (ix) apply to the Project any New City Laws that are not uniformly applied on a City-wide basis to all substantially similar types of development projects and project sites; (x) impose against the Project any condition, dedication or other Exaction not specifically authorized by Applicable Law or the Existing Approvals; or (xi) impose against the Project any obligations regarding the construction of or provision of below market rate units not specifically required by the Project Approvals. To the extent that New City Laws conflict with the vested rights granted pursuant to this Agreement, they shall not apply to the Property or the Project, except as provided in Section 3.3, below.

Section 3.2 Development and Design Standards. The Project shall be developed in conformance with the Project Approvals and Applicable City Regulations and the yet-to-be adopted Subsequent Project Approvals. The permitted uses, density and intensity of development, maximum height and size of proposed buildings and development standards shall all be in accordance with the Project Approvals and Applicable City Regulations. Project design and materials will need to meet the development regulations and design standards outlined in general terms in the Parkline Guidelines adopted as part of the Parkline CDP. City's review of applications for Subsequent Project Approvals shall be in accordance with the Project Approvals and the Applicable City Regulations.

Section 3.3 Reservations of Authority. Notwithstanding any other provision of this Agreement to the contrary, the following regulations and provisions shall apply to the development of the Project:

A. Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure then applicable in City at the time of permit application.

B. Regulations governing construction standards and specifications, including City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in City at the time of Building Permit application. Local modifications to the Building Code that take effect after the submittal of plans, specifications and estimates for Project-serving improvements (both on- and off-site) for the Project

("**Improvement Plans**") shall not apply to such Improvement Plans unless required (i) by the then-current version of the California Building Code, (ii) to comply with State or Federal Law, or (iii) to avoid a specific, adverse impact upon the public health or safety. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the Improvement Plans were submitted.

C. New City Laws applicable to the Property or Project, which do not conflict with this Agreement, including Developer's vested rights under Section 3.1 above.

D. New City Laws that may be in conflict with this Agreement, but which are necessary to protect persons or property from dangerous or hazardous conditions that create a threat to the public health or safety or create a physical risk, based on findings by the City Council identifying the dangerous or hazardous conditions requiring such changes in the law, where there are no feasible alternatives to the imposition of such changes, and how such changes would alleviate the dangerous or hazardous condition.

E. Exactions permitted by Section 9.2 of this Agreement.

Section 3.4 Regulation by Other Public Agencies. Developer acknowledges and agrees that the State of California Department of Transportation, SamTrans, West Bay Sanitary District, Menlo Park Fire Protection District, Cal Water, the California Building Standards Commission, and other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Developer shall use reasonable diligence in applying for all such other permits and approvals as may be required by other governmental or quasi-governmental entities in connection with the development of, or the provision of services to, the Project. Developer shall also pay all required fees when due to such public agencies. Developer acknowledges that City does not control the amount of any such fees. City shall reasonably cooperate with Developer in Developer's effort to obtain such permits and approvals; provided, however, City shall have no obligation to incur any costs, without compensation or reimbursement by Developer, or to amend any policy, regulation or ordinance of City in connection therewith.

Section 3.5 Life of Project Approvals. The term of any and all Project Approvals shall automatically be extended for the longer of the Term of this Agreement or the term otherwise applicable to such Project Approvals.

Section 3.6 Initiatives. Except as to those New City Laws described in Section 3.3D (which may be enacted or imposed by initiative or referendum), if any New City Law is enacted or imposed by an initiative or referendum, which New City Law would conflict with the Project Approvals or this Agreement or reduce the development rights or assurances provided by this Agreement, then such New City Law shall not apply to the Property or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. Without limiting the generality of the foregoing, no moratorium or other limitation (whether relating to the rate, timing, phasing or sequencing of development, whether imposed by ordinance, initiative, resolution, policy, order, or otherwise, and whether enacted by the City

Council, an agency of City, the electorate, or otherwise) affecting subdivision maps, use permits, building permits, occupancy permits, or other entitlements to use that are approved or to be approved, issued or granted by City shall apply to the Property or Project. Developer agrees and understands that City does not have authority or jurisdiction over any other public agency's ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may affect the Project. City shall reasonably cooperate with Developer and, at Developer's expense, shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect. City, except to submit to vote of the electorate initiatives and referendums required by law to be placed on a ballot and fulfill any legal responsibility to defend a ballot measure passed by its voters, shall not support, adopt or enact any New City Law, or take any other action which would violate the express provisions or spirit and intent of this Agreement. Notwithstanding the foregoing, both parties agree and understand that first amendment rights of individual elected and appointed officials to take positions on ballot measures shall not be curtailed by this provision.

Section 3.7 Timing of Development. The timing of development of the Project shall be undertaken in accordance with the "**Parkline Phasing Plan,**" attached hereto as Exhibit F. The Parkline Phasing Plan sets forth a milestone schedule that constrains Developer's ability to develop non-residential uses until after certain development milestones for the Project's residential uses are satisfied. Modifications may be made to the timing set forth in the Parkline Phasing Plan through an Operating Memorandum to this Development Agreement, approved pursuant to Section 8.7, and, in relation to the location and names of buildings, as a Modified Project Approval pursuant to Article 9, provided that the modifications do not materially change or impair the objective of the Phasing Plan to meter non-residential office/R&D square footage based on achieving specific milestones for the Project's Residential Components.

Notwithstanding the milestone schedule within the Parkline Phasing Plan, (i) if the Project has achieved at least two points in accordance with the Parking Phasing Plan, which authorizes Developer to construct up to 500,000 SF of non-residential office/R&D space, and (ii) if the Developer furnishes to City a copy of a fully executed lease, which may have confidential business terms redacted, or other evidence of a fully executed lease acceptable to the City Attorney, for the buildout and occupancy of more non-residential square footage than Developer has secured the right to construct in order to accommodate the tenant's requirements, then a one-time exception will be made to allow Developer to construct up to an additional 250,000 SF more than it has secured the right to under the Phasing Plan.

Subject to the foregoing limitations and the terms and conditions in this Agreement, including the Parkline Phasing Plan, the Parties acknowledge that (i) Developer shall have no obligation to develop or construct the Project or any component of the Project, and if Developer does not proceed with development or construction of the Project, then Developer shall not be obligated under Article 5 of this Agreement, and (ii) Developer cannot guarantee the exact timing of any Phase or the sequence of development within a Phase and whether certain development will be constructed at all. Such decisions depend upon numerous factors which are not all within the control of Developer. It is the intent of City and Developer that, notwithstanding any future amendment to the Applicable City Regulations or the adoption of any ordinance, resolution, order, policy, plan, rule, procedure, standards, specifications, guidelines, or other regulations (whether amended or adopted by means of an ordinance, initiative, resolution, policy, order, or moratorium),

Developer, subject to the terms of this Agreement, including the Parkline Phasing Plan, may develop the Project at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment.

However, and not in limitation of any of the foregoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984) that the failure of the parties therein to consider, and expressly provide for, the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the desire of the Parties hereto to avoid that result. Therefore, notwithstanding the adoption of an initiative after the Effective Date by City's electorate to the contrary, the Parties acknowledge that, except as otherwise provided for in the Project Approvals and in this Agreement, Developer shall have the vested right (but not the obligation) to develop the Project to such extent, in such order, at such rate, and at such times as Developer deems appropriate in the exercise of its business judgment and consistent with the terms of this Agreement. City acknowledges that such a right is consistent with the intent, purpose, and understanding of the Parties to this Agreement, and that without such a right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute and this Agreement.

Section 3.8 Changes in the Law. As provided in Section 65869.5 of the Development Agreement Law, this Agreement shall not preclude the applicability to the Project of changes in laws, regulations, plans or policies, to the extent that such changes are specifically mandated and required by changes in State or Federal laws or by changes in laws, regulations, plans or policies of special districts or other governmental entities, other than the City, created or operating pursuant to the laws of the State of California ("**Changes in the Law**"). In the event Changes in the Law will prevent or preclude compliance with one or more provisions of this Agreement, the Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified or suspended, or performance thereof advanced or delayed, as may be necessary to either comply with or avoid Changes in the Law. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended, but only to the minimum extent necessary to comply with or avoid such Changes in the Law. In such event, this Agreement together with any required modifications shall continue in full force and effect. In the event that the Changes in the Law operate to frustrate irremediably and materially the vesting of development rights to the Project as set forth in this Agreement, Developer may terminate this Agreement by Notice to City. Nothing in this Agreement shall preclude Developer from contesting by any available means (including administrative or judicial proceedings) such Changes in the Law or their applicability to the Project and, in the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect and times of performance extended in accordance with Section 2.2C, unless the Parties mutually agree otherwise.

Section 3.9 Expansion of Development Rights. If any New City Laws or Changes in Law expand, extend, enlarge or broaden Developer's rights to develop the Project, then, (a) if such law is mandatory, the provisions of this Agreement shall be modified as may be necessary to comply or conform with such new law, and (b) if such law is permissive, the provisions of this Agreement may be modified, upon the mutual agreement of Developer and City. Immediately after enactment of any such new law, upon Developer's request, the Parties shall meet and confer in good faith for a period not exceeding sixty (60) days (unless such period is extended by mutual

written consent of the Parties) to prepare such modification in the case of a mandatory law or to discuss whether to prepare a proposed modification in the case of a permissive law. Developer shall have the right to challenge City's refusal to apply any new law mandating expansion of Developer's rights under this Agreement, and in the event such challenge is successful, this Development Agreement shall be modified to comply with, or conform to, the new law.

Section 3.10 No Reservation of Sanitary Sewer or Potable Water Capacity. City has found that there will be sufficient potable water and sanitary sewer capacity to serve future development contemplated by the General Plan, including the Project. However, as noted in Section 3.1 below, nothing in this Agreement is intended to exempt the Project or the Property from any water use conservation or rationing requirements that may be imposed on a City-wide basis from time to time in the future or be construed as a reservation of any existing sanitary sewer or potable water capacity. In the event Developer's lenders or financing partners request issuance of water and/or sanitary sewer "will serve" letters as a condition of providing debt or equity financing for the Project, City agrees to consider in good faith issuing such letters on terms reasonably acceptable to City, as determined in its sole discretion.

Section 3.11 Biosafety Levels. As of the Agreement Date, SRI operates and maintains two small laboratories on the Property, occupying less than 2,000 SF combined within Building P and Building T and permitted under Applicable Law to conduct BSL 3 level research (each a "**BSL 3 Facility**"). Developer shall cause SRI to refrain from (i) seeking to expand the size of either BSL 3 Facility and (ii) to complete the decertification process of (a) the BSL 3 Facility located in Building T no later than January 1, 2027 and (b) the BSL 3 Facility located in Building P prior to the issuance of the First Certificate of Occupancy for the first Residential Component of the Project. Developer acknowledges and agrees that it shall not develop, construct or operate any new BSL 3 Facilities or BSL 4 Facilities as part of the Project.

Section 3.12 Reach Code. Notwithstanding the effect of Applicable Law on the enforceability of the Reach Code on the Project, Developer shall design and construct all Improvements authorized by the Project Approvals in conformance with the Reach Code, as it may be amended from time to time and which is in effect as of the date of submittal of a Building Permit application applicable to the Improvement. In addition, except as set forth in Section 5.1 I. regarding the use of generators, regardless of whether or not it is included in the Reach Code, Developer agrees that all new buildings that are part of the Project will be all-electric and will not utilize natural gas.

Section 3.13 Buildings P, S and T. Subject to the continued compliance with Section 3.11, and the extension of the Offer of Dedication in accordance with Section 4.2, any Subsequent Project Approval relating solely to Building P or Buildings S and T, excepting any Modified Project Approval, shall not be required to comply with the terms of Section 16.35.110 of the C-1-S zoning or the Reach Code, as it may be amended from time to time and which is in effect as of the date of submittal of a Building Permit application submitted pursuant to such Subsequent Project Approval, and SRI shall retain the right to continue its use of Building P and Buildings S and T for research and development and office uses, as well as the supporting utility yard and surface parking for its use. The foregoing notwithstanding, any Subsequent Project Approval relating solely to Building P or Buildings S and T, including any Modified Project Approval, which results in structural alterations, including replacements of exterior walls, electrical fixtures, or

plumbing, that cost more than 50 percent of the Replacement Cost of the existing building or buildings, shall comply with the terms of Section 16.35.110 of the C-1-S zoning and the Reach Code, as it may be amended from time to time, except as set forth in Section 3.12, and which is in effect as of the date of submittal of a Building Permit application submitted pursuant to such Subsequent Project Approval. In addition, if SRI undertakes multiple alterations, additions, or improvements to Building P or Buildings S and T over a cumulative period of five years (60 months) that, when aggregated, equal or exceed 50 percent of the Replacement Cost of the building or buildings, then compliance with Section 16.35.110 of the C-1-S zoning and the Reach Code shall also be required in connection with the Building Permit for the improvement that causes the cumulative total to reach or exceed the 50 percent threshold. The existing 6-megawatt natural gas cogeneration plant shall be decommissioned and demolished prior to issuance of a First Certificate of Occupancy for the Residential Component constructed on Lot 4 (R1) or Lot 5 (R2).

Developer hereby acknowledges and agrees that the rights and benefits afforded to Buildings P, S and T pursuant to this Section 3.13, which are currently located on the Building P, S and T Property as of the Effective Date, are personal to SRI, shall not run with the land, and may not be transferred or assigned to any third parties, including Developer, other than to an SRI Affiliate, and any attempt to do so shall be void and unenforceable against City, shall constitute an amendment to this Agreement to effectuate the removal, rescission and termination of this Section 3.13, and shall constitute a default under this Agreement. Developer hereby agrees to execute an amendment to this Agreement as may be desired by City to memorialize the removal, rescission and termination of this Section 3.13.

Section 3.14 Buildings S and T and City Corporation Yard. In the event of the cessation of use of Buildings S and T by SRI and any and all tenants therein and the acquisition of the underlying real property by Developer, Developer agrees that any Subsequent Project Approval related to the redevelopment of said real property underlying Buildings S and T shall require Developer to reasonably cooperate and coordinate with City in relation to the design and planning for potential redevelopment of the adjacent lands of the City (Corporation Yard), as well as the former USGS site, if said USGS site has not already been redeveloped, to the extent related to the ultimate design and configuration of Seminary Drive. Such coordination and cooperation shall be advisory and informational in nature only, and shall not require Developer to perform or fund any off-site improvements, studies, or designs related to the Corporation Yard or the USGS Site, to materially modify Developer's site plans or proposed design, or to engage in any cost-sharing arrangement not addressed in the Existing Approvals. Further, in connection with any such Subsequent Project Approval related thereto, Developer shall, in good faith, consider the abandonment of existing water and sewer line easements benefitting Buildings S and T and encumbering the Corporation Yard. Separate and apart from any Subsequent Project Approval related to the redevelopment of said real property underlying Buildings S and T, if the City independently initiates redevelopment or improvement of the Corporation Yard or Burgess Drive in the future while Buildings S and T remain occupied and needs SRI's cooperation to effectuate the abandonment of said existing water and sewer line easements, then Developer shall cause SRI to reasonably cooperate with City to effectuate such abandonment, provided replacement water and sewer service is provided to Buildings S and T and any replacement easements required for relocated water and sewer service lines are provided to SRI without cost, liability or obligation on the part of Developer or SRI.

Section 3.15 Project Approvals and Applicable City Regulations. Prior to the Effective Date, the Parties shall have prepared two (2) sets of the Existing Approvals and Applicable City Regulations, one (1) set for City and one (1) set for Developer, to which shall be added from time to time, Subsequent Project Approvals, so that if it becomes necessary in the future to refer to any of the Project Approvals or Applicable City Regulations, there will be a common set available to the Parties. Failure to include in the sets of Project Approvals and Applicable City Regulations any rule, regulation, policy, standard or specification that is within the Applicable City Regulations and Project Approvals as described in this Agreement shall not affect the applicability of such rule, regulation, policy, standard or specification.

ARTICLE 4 OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

Section 4.1 Developer Fees.

A. Impact Fees. City understands that the assurances given by City to Developer concerning Impact Fees set forth below are a material consideration for Developer agreeing to enter into this Agreement, to pay the Impact Fees set forth in this Agreement and the Existing Approvals, and to provide the public benefits as described in this Agreement. For the period commencing on the Effective Date and continuing until expiration of the Impact Fee Limitation Period (defined below), Developer shall pay when due all existing Impact Fees applicable to the Project in accordance with this Agreement in effect as of the Agreement Date at the lower of (i) the rates in effect as of the Agreement Date, including all existing fee escalation provisions in effect as of the Agreement Date, or (ii) the rates in effect when such existing Impact Fees are due and payable, and shall not be required to pay any escalations in such Impact Fees in excess of the fee escalation provisions in any Impact Fee in effect as of the Agreement Date or new Impact Fees enacted or established after the Agreement Date. As used herein, the term "**Impact Fee Limitation Period**" means the period commencing on the Agreement Date and expiring on expiration of the Initial Term. Following expiration of the Impact Fee Limitation Period, individual components and phases of the Project not yet undertaken (i.e., that have not established vested rights under common law or Applicable Law as a result of the type and amount of construction performed as of such expiration date), with no retroactive application to other portions of the Project that have been completed or are then under construction, shall be subject to all Impact Fees in effect at the time such fees are due and payable. Except as otherwise provided in this Section 4.1A above, Developer agrees to pay, as and when due, any and all existing, new, increased or modified Impact Fees, at the rates then in effect at the time Building Permits are issued on any or all portions of the Project, so long as any new fees or increases in existing fees from the amount existing as of the Agreement Date are uniformly applied by City to all substantially similar types of development projects and properties (e.g., all office projects, all multifamily residential projects, all retail projects, or all hotel projects) and are consistent with the provisions of applicable California law, including the provisions of Government Code Section 66000 *et seq*., and all applicable nexus and rough proportionality tests and other legal requirements. Developer retains all rights to protest an imposition, fee, dedication, reservation, or other exaction, as set forth in California Government Code Section 66020.

B. Quimby Act Fees. The Project involves the subdivision of land resulting in 37 parcels, 23 of which (i.e. Lots 4, 5, 7, 8, 10 – 28) are for residential development, and thus is subject to the provisions of Government Code Section 66477 (the "**Quimby Act**"), as authorized

and implemented pursuant to Menlo Park Municipal Code Section 15.16.020. As noted in Recital L.4. of this Agreement, one of the Existing Approvals includes the approval of the Parkline VTM. Accordingly, the dedication of land or the payment of fees ("**Rec-In-Lieu Fees**"), or a combination of both, for park and recreational purposes shall be required as a condition to the approval of the Parkline VTM; however, if the subdivision involves 50 parcels or less, as is the case with the Parkline VTM, then only the payment of Rec-In-Lieu Fees may be required. Therefore, the Parties desire to allow for a combination of the dedication of land and the payment of Rec-In-Lieu Fees by Developer to City as provided herein to satisfy the Project's obligations under the Quimby Act.

Attached to this Agreement as Exhibit H is a table labeled "**Quimby Act Fee & Credits**" which identifies the number of residential units authorized by the Existing Approvals for development on each parcel, the applicable Rec-In-Lieu Fee per residential unit, and the total amount of the Rec-In-Lieu Fee applicable to each parcel of land authorized by the Existing Approvals for residential development, as well as the value of credit to be applied for land dedication and/or grant of easement for open space purposes.

Developer shall be obligated to pay the Rec-In-Lieu Fee applicable to Lot 4 (R1), Lot 5 (R2), Lot 7 (R3), Lot 8 (TH2), and Lots 10 through 28 (TH1) as shown on Exhibit H upon the filing and recording of a final subdivision map (or maps, in the case of phased maps) for each of said parcels.

As a partial satisfaction against the obligation to pay the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2), concurrent with the filing and recording of a final subdivision map for Lot 4 (R1) and Lot 5 (R2), Developer shall execute and record in the official records of the Office of the San Mateo County Recorder (the "**Official Records**") (i) an Irrevocable Offer To Dedicate (the "**Offer of Dedication**") fee title to Lot 9 to the City, comprising approximately 2.65 acres of land for park and recreational purposes (the "**Public Park Parcel**"), subject to the terms of a Deferred Improvement Agreement ("**Deferred Improvement Agreement**"), related to the deferred demolition of site buildings and improvements, clearing and grading of the Church Property and the Public Park Parcel, both in a form and substance satisfactory to the City Attorney, as determined in her or his sole discretion, and (ii) a Privately Owned and Publicly Accessible Open Space Easement Agreement (the "**POPA Easement Agreement**"), in a form and substance satisfactory to the City Attorney, as determined in her or his sole discretion, encumbering approximately 1.95 acres of land for park and open space purposes, as depicted in the Conceptual Open Space Plan – Phase 1, attached hereto as Exhibit I. The Parties acknowledge and agree that, in addition to other terms and conditions as may be required by the City Attorney, the Deferred Improvement Agreement shall provide that Developer's obligation thereunder shall be secured by appropriate performance and payment bonds and that Developer shall be required to commence demolition no later than January 1, 2029, and to complete the demolition work and rough grading thereof no later than one hundred and eighty (180) days after commencement.

Upon recording of the Offer of Dedication, Deferred Improvement Agreement, and POPA Easement Agreement in the Official Records, Developer shall be credited the amounts shown on Exhibit H against the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2). The Parties acknowledge and agree that (i) the area comprising the Public Park Parcel shall be credited towards the amount of publicly accessible open space required of the Project pursuant to the Zoning Amendments applicable to the Property and (ii) that the credit of 1.95 acres pursuant to the POPA

Easement Agreement against the Rec-In-Lieu Fees is being provided because that is the amount of area being provided by the Project in excess of publicly accessible open space required of the Project pursuant to the Zoning Amendments applicable to the Property.

Further, as an additional contribution to satisfy the Rec-In-Lieu Fee applicable to Lot 4 (R1) and Lot 5 (R2), Developer shall pay to City the sum of Four Million Seven Hundred Thousand and 00/100 Dollars ($4,700,000.00) as follows:

(i) **Early Planning Contribution**: Concurrently with the earlier of (a) recordation of the first final subdivision map for the Project, or (b) submittal of the first architectural control plan application for any component of the Project, Developer shall pay to City One Hundred Thousand and 00/100 Dollars ($100,000.00) for City's use in conducting community outreach regarding the scope of park and recreational improvements to be designed and constructed on the Public Park Parcel.

(ii) **Design Contribution**: Provided that Developer has submitted a building permit application for the first Residential Component of the Project, Developer shall pay to City Six Hundred Thousand and 00/100 Dollars ($600,000.00) within thirty (30) days following written notice from the City that it has awarded a contract to a firm for the preparation of design and construction plans for the Public Park Parcel improvements, which such date shall be no earlier than January 1, 2027.

(iii) **Construction Contribution**: Provided that Developer has been issued a Building Permit for the first Residential Component of the Project by January 1, 2029, Developer shall pay to City Four Million and 00/100 Dollars ($4,000,000.00) upon the earlier of (a) issuance of any Building Permit for vertical construction (core and shell) of the first new non-residential building within the Project (excluding permits for repair, maintenance, or rehabilitation of Buildings P, S, or T), or (b) January 1, 2029. Notwithstanding the foregoing, if Developer has not been issued a building permit for the first residential component of the Project by January 1, 2029, then the $4,000,000.00 payment described in subsection (iii) shall not be due on that date, but shall instead become due and payable concurrently with the issuance of the first building permit for vertical construction of a Residential Component.

As a credit against the obligation to pay the Rec-In-Lieu Fee applicable to Lot 7 (R3), concurrent with the filing and recording of a final subdivision map for Lot 7 (R3), Developer shall (i) comply with the requirements of Section 5.1 C and (ii) execute and record in the Official Records an Affordable Housing Agreement And Declaration of Restrictive Covenants ("**Affordable Housing Covenant**") against Lot 7 (R3), in a form and substance consistent with the BMR Agreement, to require all residential units constructed thereon to be 60% AMI Units for a period no less than 55 years from the date of issuance of a Certificate of Occupancy for the residential units constructed thereon. Upon compliance with Section 5.1 C and recording of the Affordable Housing Covenant in the Official Records against Lot 7 (R3), City agrees to waive the Rec In-Lieu fee applicable to Lot 7 (R3).

The Rec-In-Lieu Fee applicable to Lot 8 (TH2) and Lots 10 through 28 (TH1) shall be due and payable prior to issuance of a Building Permit for the residential unit or units constructed thereon or as provided by Applicable Law.

Developer's Quimby Act obligations with respect to the Existing Approvals shall be fully satisfied upon compliance with the terms set forth in this Section. The City shall not unilaterally increase the Rec-In-Lieu Fees or reassess the credits set forth in Exhibit H for any parcel for which a final subdivision map has been recorded and Building Permits for a Residential Component in accordance with the Project Approvals have been issued, or where Rec-In-Lieu Fees have been satisfied, in accordance with this Agreement.

Notwithstanding the above, if the Parkline VTM is amended as part of a Subsequent Project Approval which results in additional parcels providing for residential development, said Subsequent Project Approval shall be subject to the Rec-In-Lieu Fee requirements in Menlo Park Municipal Code Section 15.16.020 and the Quimby Act. Exhibit H shall be modified, as needed, to reflect changes resulting from the amendment to the Parkline VTM. The modification to Exhibit H may be approved by the City Manager without an amendment to this Agreement, provided: (a) the Rec-In-Lieu Fee applicable to each additional residential unit is calculated in accordance with the then applicable rate adopted by the City in effect upon approval of the amendment to the Parkline VTM; and (b) the Rec-In-Lieu Fee is satisfied in accordance with the provisions of Menlo Park Municipal Code Section 15.16.020. In addition, if the size of the Public Park Parcel increases as a result of a Modified Project Approval, the credit for said dedication as reflected on Exhibit H shall be replaced with the product resulting from multiplying the acreage of the modified Public Park Parcel by Eleven Million Eight Hundred Thousand Dollars ($11,800,000.00) per acre.

C. Processing Fees. City may charge and Developer agrees to pay all Processing Fees that are in effect on a City-wide basis at the time applications are submitted for permits, approvals or entitlements.

D. Connection Fees. Developer shall pay connection fees assessed by utility providers and other agencies assessing such fees at the rates in effect from time to time.

E. Other Agency Fees. Nothing in this Agreement shall preclude City from collecting fees from Developer that are lawfully imposed on the Project by another agency having jurisdiction over the Project, which the City is required to collect pursuant to Applicable Law ("**Other Agency Fees**").

F. Reimbursements from Other Developers. To the extent that Developer provides any dedications or constructs public transportation facilities or infrastructure, the cost of which is in excess of Developer's "fair share" cost of such public transportation infrastructure improvements and such work is not eligible for fee credits or other reimbursement by the City, as provided above, then for a period of five (5) years following the City's acceptance of the public transportation infrastructure improvements constructed by Developer, the City shall use its good faith efforts to condition projects to be constructed by other parties benefiting from such transportation infrastructure to enter into infrastructure-item-specific reimbursement agreements for the portion of the cost of any dedications, public facilities and/or infrastructure the City may require the Developer to construct as conditions of the Project Approvals to the extent that they exceed the Project's "fair share." Where projects to be constructed by other parties have been conditioned to construct a portion of, or pay a fair share fee for, public improvements being constructed by Developer, then City shall use good faith efforts to cause such third-party developers to reimburse Developer for the applicable third-party developer's fair share of the

improvement costs incurred by Developer, in an amount consistent with such third-party developer's prior approvals. **"Fair Share"** means a proportionate share of the total cost, burden, or obligation to construct, fund, or provide a transportation facility, improvement, or service, as determined based on a reasonable method of apportionment that accounts for the extent of project impacts generated, or demand created by the Project (or applicable portion thereof), such as trip generation, number of residential units or SF of non-residential uses, acreage or frontage, or similar factors. The provisions of this Paragraph shall only apply to Non-TIF Intersection Improvement required by Sections 13.5.2 and 13.5.3 of the Parkline CDP and Other Off-Site Improvements required by Section 13.6 of the Parkline CDP and shall not apply to the Project Frontage Improvements required by Section 13.1 of the Parkline CDP, TIF In Lieu Improvements required by Section 13.4 of the Parkline CDP, and Non-TIF Intersection Improvements required by Sections 13.5.1 and 13.5.4 of the Parkline CDP.

Section 4.2 CFDs.

A. Local CFD Policies and CFD Formation. City agrees to consider adopting a local policy pursuant to Government Code Section 53312.7 ("**Local CFD Policies**") to authorize the formation of Community Facilities Districts pursuant to the Mello-Roos Act (Government Code Section 53311 *et seq*.) ("**CFD**s") to serve residential and mixed use projects and the issuance of bonds to finance eligible public facilities. If Local CFD Policies are adopted and Developer files a petition requesting that City form a CFD to serve the Project, the Parties shall cooperate in good faith to establish a CFD to serve the Project. The boundaries of the CFD shall be coextensive with those of the Property, unless the Parties otherwise agree. Upon the filing of a petition by Developer pursuant to Government Code Section 53318(c), the City Council shall consider adoption of a resolution of intention to establish the CFD and, following adoption, City shall use good faith, diligent efforts, in compliance with Government Code Sections 53318 *et seq*., to establish and implement the CFD pursuant to the terms of this Agreement, including scheduling of necessary public hearings and adoption of a resolution of formation. Developer shall cooperate with City in the formation of the CFD including the timely submission of all petitions, waivers and consents.

B. CFD Facilities. Subject to caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth in subsections D and E below, the CFD shall finance the design and acquisition or construction of those facilities necessary for development of the Project, which may lawfully be financed under the Mello-Roos Act and other applicable law ("**CFD Facilities**").

C. Issuance of CFD Bonds. Upon successful formation of the CFD and approval of the Special Tax, and subject to the restrictions in this Subsection C and in Subsection D below, bonds shall be issued ("**CFD Bonds**"), the proceeds of which shall be used to finance the CFD Facilities, to the extent the CFD Facilities, or portion thereof, legally and feasibly may be financed utilizing this method of financing.

D. Special Tax. The CFD shall be authorized to levy, and Developer shall approve (by affirmative vote or other legally acceptable method), a tax ("**Special Tax**") in accordance with the rate and method of apportionment of such Special Tax approved in the completed proceedings for the CFD. The Special Tax so set shall be in an amount such that, at the time the rate and method of apportionment of the Special Tax is approved, the estimated total annual

taxes and assessments to be levied on each taxable parcel within the CFD district shall not exceed 2% of the parcel's projected assessed valuation based on a reasonable estimate of the sale price for the parcel and the residential or commercial unit to be constructed thereon, which estimated sale price has been approved by the City Manager or his or her designee in his or her reasonable discretion.

E. City's Reservation of Discretion. It is expressly acknowledged, understood and agreed by the Parties that notwithstanding any of the foregoing obligations set forth in this section, (i) City reserves full and complete discretion with respect to any adoption of Local CFD Policies and all legally required findings that must be made in connection with formation of a CFD, (ii) nothing in this Agreement is intended to or shall limit City's ability to adopt or refuse to adopt the Local CFD Policies or adopt legally required findings with respect to formation of the CFD, and (iii) nothing in this Agreement is intended to or shall prejudge or commit to City regarding the findings and determinations to be made with respect thereto.

F. Costs If No CFD Formed. In the event that City is unwilling to adopt the Local CFD Policies or is unable to make the legally required findings in connection with the formation of the CFD and the issuance of CFD Bonds for any reason, City shall not be liable for any resulting costs to Developer.

G. Developer's Consent. Subject to Developer filing a petition requesting that City form a CFD to serve the Project and City agreeing to adopt Local CFD Policies, and subject to caps on the total amount of net CFD Bond proceeds and the total tax and assessment rate set forth in subsections D and E above and Developer's approval of the rate and method of apportionment of the Special Tax, which approval shall not be unreasonably withheld, delayed or conditioned, Developer irrevocably consents to the formation of the CFD, the issuance of the CFD Bonds, the imposition of the Special Tax against the Property at rates and pursuant to a method of apportionment appropriate to fund the debt service on the CFD Bonds sold to finance the CFD Facilities, and agrees not to protest or object to formation of the CFD or levy of an appropriate Special Tax consistent herewith. Developer has agreed to the financing provisions set forth in this Section 4.3 and to perform the obligations hereunder, following Developer's filing of a petition pursuant to Government Code section 53318(c), in exchange for the consideration and benefits provided to Developer by City under this Agreement, including the vested right to develop the Property. Developer acknowledges and agrees that CFD Bonds shall not be issued to fund any on-site public improvements or any other infrastructure or fees other than the CFD Facilities, or portion thereof, which may lawfully be financed under the Mello-Roos Act and other applicable law.

H. Limited Liability of City. Notwithstanding any other provision of this Agreement, City shall not be liable for or obligated to pay any costs or expenses in connection with the CFD or the CFD Facilities except to the extent monies are available (from Advanced Costs, proceeds of CFD Bonds, or Special Taxes) and specifically authorized by law for payment of such costs or expenses.

Section 4.3 Public Infrastructure. City shall use good faith, diligent efforts to work with Developer to ensure that all public infrastructure required in connection with the Project is expeditiously reviewed and considered for acceptance by City on a phased basis as discrete components of the public infrastructure are completed. Developer may offer dedication of public

infrastructure in phases, and City shall not unreasonably withhold, condition or delay acceptance of such phased dedications, or refuse phased releases of bonds or other security, so long as all other conditions for acceptance have been satisfied. Developer's obligation to construct the public improvements shall be set forth in one or more public improvement agreements to be entered into by the Parties on or before approval of final subdivision maps for the Project. Upon acceptance of the public improvements, or components thereof, City shall release to Developer any bonds or other security posted in connection with performance thereof, other than warranty period security, as more fully provided in the applicable improvement agreements between City and Developer. Except as specifically provided herein, Developer shall have no obligation to maintain the public infrastructure following City's acceptance thereof.

Section 4.4 City Responsibility for Public Park Improvements. Except as otherwise expressly set forth in this Agreement, including the Offer of Dedication and payment of funding contributions per Section 4.1 and payment of Park Maintenance Fee per Section 5.1F, the City shall be responsible, at its sole cost and expense, for all aspects of the planning, design, construction, and long-term operation and maintenance of the public park to be developed on the Public Park Parcel, and all funds contributed by Developer pursuant to Section 4.1 shall be accounted for by City in accordance with the requirements of Section 15.16.020 of the Menlo Park Municipal Code. Developer shall have no obligation or liability whatsoever for the design, construction, maintenance, operation, or repair of the park improvements, and shall have no responsibility for any delays, cost overruns, or modifications to the park design, programming, construction schedule, or implementation process undertaken by the City.

Notwithstanding the foregoing, Developer shall, upon request by the City, reasonably cooperate with City staff and consultants to facilitate coordination and interface between the park improvements and the Project infrastructure (such as grading transitions, utility connections, or circulation patterns); provided, however, that such cooperation shall not require Developer to incur any out-of-pocket costs or to assume responsibility for park design, permitting, or construction, except as otherwise expressly required by this Agreement.

Section 4.5 Prevailing Wage Requirements.

A. To the extent applicable, Developer shall comply with, and cause its contractors and subcontractors to comply with, all State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to "public works," including the payment of prevailing wages (collectively, "**Prevailing Wage Laws)**. Developer shall require the contractor(s) for any portion of the Improvements subject to Prevailing Wage Laws ("**Prevailing Wage Components**") to submit, upon request by City, certified copies of payroll records to City at the Property or at another location within City, and to maintain and make records available to City and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. Developer shall also include in each of its contractor agreements, a provision in form acceptable to City, obligating the contractor to require its contractors and/or subcontractors to comply with Prevailing Wage Laws in connection with the Prevailing Wage Components, and to submit, upon request by City, certified copies of payroll records to City and to maintain and make such payroll records available to City and its designees for inspection and copying during regular business hours at the Property or at another location within the City.

B. Developer shall defend (with counsel reasonably acceptable to the City), indemnify, assume all responsibility for, and hold harmless City Parties from and against any and all present and future Claims arising out of or in any way connected with Developer's or its contractors' or subcontractors' obligations to comply with all Prevailing Wage Laws, including all Claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code sections 1726 and 1781.

C. Developer hereby waives and releases City Parties from any and all manner of Claims or other compensation whatsoever, in law or equity, of whatever kind or nature, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, now existing or which may in the future arise, including lost business opportunities or economic advantage, and special and consequential damages, arising out of, directly or indirectly, or in any way connected with Developer's obligation to comply with all Prevailing Wage Laws. Developer is aware of and familiar with the provisions of Section 1542 of the California Civil Code which provides as follows:

> "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

INITIALS: DEVELOPER _____

As such relates to this 0, Developer hereby waives and relinquishes all rights and benefits which it may have under Section 1542 of the California Civil Code.

Section 4.6 Taxes and Assessments. Developer covenants and agrees to pay prior to delinquency all existing taxes and assessments and any and all new taxes or assessments that are adopted after the Agreement Date at the rates imposed by City from time to time, subject to the limitations in this Section 4.6. As of the Agreement Date, City is unaware of any pending efforts to initiate or consider applications for new or increased special taxes or assessments covering the Property, or any portion thereof. City shall retain the ability to initiate or process applications for the formation of new assessment districts or imposition of new taxes covering all or any portion of the Property. City may impose new taxes and assessments on the Property in accordance with the then applicable laws and this Agreement, but only if such taxes or assessments are adopted by or after Citywide voter approval, or approval by landowners subject to such taxes or assessments, and are imposed on other land and projects of the same category within the jurisdiction of City in a reasonably proportional manner as determined by City, and, as to assessments, only if the impact thereof does not fall disproportionately on the Property as compared to the benefits accruing to the Property as indicated in the engineers report for such assessment district. Nothing herein shall be construed so as to limit Developer from exercising whatever rights it may otherwise have in connection with protesting or otherwise objecting to the imposition of taxes or assessments on the Property. In the event an assessment district is lawfully formed to provide funding for services, improvements, maintenance or facilities that are substantially the same as those services,

improvements, maintenance or facilities being funded by the Impact Fees to be paid by Developer under the Project Approvals or this Agreement, such Impact Fees to be paid by Developer shall be subject to reduction/credit in an amount equal to developer's new or increased assessment under the assessment district.

ARTICLE 5 PARKLINE COMMUNITY BENEFITS

In consideration of the rights and benefits conferred by City to Developer under this Agreement, and to the extent Developer pursues subdividing the Property and construction of the Project, Developer shall perform and provide the obligations described in this Article 5. The Parties acknowledge and agree that some of the obligations described in this Article 5 exceed those dedications, conditions, and exactions that may be imposed under Applicable Law and would not otherwise be achievable without the express agreement of Developer.

Section 5.1 Community Benefits. This Agreement documents the requirements for and governs the delivery of all community benefits for the Project. Developer shall implement the community benefits set forth in this Section 5.1, (collectively, "**Parkline Community Benefits**") at the times and subject to the conditions set forth herein. Developer's failure to provide any of the Parkline Community Benefits as set forth in this Section 5.1 and by the times set forth herein and in Section 11.1 below following City's notice to Developer of such failure, shall be a Default.

A. Parkline Shuttle. In connection with the transportation demand management plan ("**TDM Plan**") required pursuant to the Parkline CDP, and as a condition thereof, Developer shall provide or cause to be provided a shuttle service to transport residents and other occupants at the Project to and from the Property and the Menlo Park Caltrain station (the "**Shuttle Service**"), commencing no later than issuance of a First Certificate of Occupancy for the first non-residential building ("**Shuttle Service Commencement**"), by either (i) funding the operation and maintenance of a separate and independent Shuttle Service for the Project ("**Parkline Shuttle**"), or (ii) paying to City annually the sum of Fifty Thousand and 00/100 Dollars ($50,000.00) ("**Optional Shuttle Fee**"), subject to an annual CPI Adjustment, exclusively towards the cost of City operated shuttles ("**City Shuttles**") that serve the Property, such as the Willow Road Shuttle and Menlo Park Midday. Developer shall provide written notice to the City of its initial election under this Section 5.1A no later than ninety (90) days prior to the anticipated date of issuance of the First Certificate of Occupancy for the first non-residential building. Developer may, on an annual basis, change its elected method of compliance under this Section (i.e., switch between Parkline Shuttle and Optional Shuttle Fee), by providing written notice to the City no less than sixty (60) days prior to the proposed effective date of the change. If Developer elects to pay the Optional Shuttle Fee for the upcoming year, the notice shall be accompanied with payment of the then applicable Optional Shuttle Fee, as adjusted by the annual CPI Adjustment.

If Developer elects to fund, operate and maintain a separate and independent Parkline Shuttle, it shall (i) use 100% electric vehicles, (ii) coordinate reasonable outreach with City on Parkline Shuttle routing, frequency, and design to avoid duplicating service or inefficiency with transfers between the Parkline Shuttle and City Shuttles, and (iii) prepare an annual report on Parkline Shuttle ridership and other metrics such as timeliness of shuttle arrivals to facilitate City evaluation of the Parkline Shuttle which may, at Developer's election, be consolidated with any annual TDM plan monitoring and reporting requirements.

Regardless of whether Developer elects to fund, operate and maintain a separate an independent Parkline Shuttle or pay the Optional Shuttle Fee towards the City Shuttles, Developer shall:

(1) Coordinate with City to ensure that publicly operated buses (e.g., Willow Road Shuttle, Menlo Park Midday, commute.org, SamTrans) have access to the Property and are provided bus stops and signage at reasonable locations within the Project, to be approved by City, for public transit systems; and

(2) Participate in the City's shuttle study as a stakeholder.

Notwithstanding the expiration of the term of this Agreement, the Developer's obligation to provide or fund the Shuttle Service shall remain in effect for a period of twenty (20) years following the date of Shuttle Service Commencement (the **"Shuttle Service Term**"), and shall be enforceable as a condition of approval of the TDM or as an equitable servitude on the Property that shall run with the land. During the Shuttle Service Term, the Parties agree to engage in a good faith meet and confer process to evaluate whether Shuttle Service remains warranted based on ridership trends, service utilization, and overall TDM performance. The Parties may mutually agree to extend, modify, or discontinue the Shuttle Service obligations based on such evaluation.

Notwithstanding the foregoing, if at any time during the Shuttle Service Term, the City and Developer mutually determine, based on ridership data, utilization reports, overall TDM performance, or other relevant performance metrics, that the Shuttle Service is underutilized or no longer an effective transportation solution for the Project, the Parties may agree in writing to discontinue the Shuttle Service and instead redirect the Optional Shuttle Fee to fund other transportation-related programs or improvements that directly benefit residents or occupants of the Project. Such alternative uses may include but are not limited to: mobility-as-a-service subsidies, on-demand transit solutions, bicycle infrastructure, transit passes, or micromobility infrastructure serving the Project area. Any such changes may be approved by the City Manager as an Operating Memorandum.

B Publicly Accessible Event Area. As part of the non-residential components of the Project, Developer shall design and construct a publicly accessible open space area (the "**Event Area**") with a multi-use plaza, and with flexibility for the final location to be determined by Developer within the Property through Subsequent Approvals and in a manner compatible with adjacent land uses and phasing. Developer's obligation to construct and complete the Event Area shall arise upon issuance of the first Building Permit for a non-residential building in the Project, and shall be completed prior to the issuance of the First Certificate of Occupancy for such new non-residential building. The Event Area shall be privately owned and maintained by Developer, or an owner's association established by Developer, but shall be made publicly accessible through a Privately Owned and Publicly Accessible Open Space Use Agreement (the "**POPA Use Agreement**"), which shall be negotiated by the Parties and recorded prior to the issuance of the First Certificate of Occupancy for such new non-residential building. Developer shall retain the right to establish reasonable rules and regulations governing public access and use, including but not limited to permitted hours, activities, noise limits, and temporary closures for maintenance, private events, or safety. Developer shall make the Event Area reasonably available from time to time for community programming or public events, such as farmers markets, food truck festivals,

or movie nights. Additionally, the City shall have the right to use the Event Area for up to one (1) public event per calendar month, subject to:

- At least 30 days' prior written notice to Developer;
- Developer approval of event timing and logistics (not to be unreasonably withheld);
- City's compliance with Developer's applicable rules and regulations; and
- Execution of a short-form license or event agreement (as needed), including requirements for insurance, security, and waste management.

City shall be responsible for cleaning and repairing any damage caused by its events. Developer, or an owners' association to be formed by Developer, shall own, operate, maintain and repair the Event Area in good and workmanlike condition, and otherwise in accordance with all Applicable Laws and any Project Approvals, all at no cost to City. Developer shall otherwise be solely responsible for ongoing operation, maintenance, and repair of the Event Area in a manner consistent with other privately owned open spaces in the region, and at no cost to the City.

C. Affordable Housing Land Dedication. In connection with the recording of the first final subdivision map in accordance with the Parkline VTM, Developer shall dedicate an approximately 1.6 acre site, preliminarily identified as Lot 7 on the Parkline VTM and R3 on the Project Site Plan (the "**Affordable Housing Land**"), at no cost or expense, to a reputable non-profit affordable housing developer, to be selected by Developer in its sole discretion, provided that such entity demonstrates verifiable experience successfully developing, operating and maintaining affordable housing developments in the greater San Francisco Bay Area (the "**Affordable Housing Developer**"). The agreement between Developer and Affordable Housing Developer providing for the dedication of the Affordable Housing Land shall be subject to the terms of the BMR Agreement and shall commit Affordable Housing Developer to develop up to 154 affordable housing units thereon, subject to available funding. Further, said agreement shall require Affordable Housing Developer to submit plans to the City for an architectural control permit applicable to the Affordable Housing Land within twelve (12) months of the date of recording of the first final subdivision map noted above, to submit plans to secure Building Permits for construction of residential Improvements on the Affordable Housing Land within eighteen (18) months following the approval of the architectural control permit, and to diligently pursue available local, state and/or federal funding and/or tax credit financing (the "**Affordable Housing Financing**") as may be necessary to finance the construction of affordable units on the Affordable Housing Land. The Parties acknowledge and agree that the timing of construction commencement for the residential improvements on the Affordable Housing Land will be contingent on the Affordable Housing Developer securing sufficient Affordable Housing Financing, which is outside the control of the Developer and the Affordable Housing Developer. As such, the failure to obtain financing or begin construction within a defined period shall not constitute a breach of this Agreement, provided the Affordable Housing Developer has complied with the requirements above and is continuously making good faith efforts to secure the required financing and approvals.

D. Emergency Water Reservoir. The Project EIR included an evaluation of the construction of an 2-3 million gallon underground emergency water reservoir (the "**Emergency**

Water Reservoir") beneath the Public Park Parcel, which is subject to the Offer of Dedication for park and recreational purposes as described in Section 4.1.B. Developer acknowledges and agrees that the terms of the dedication of the Public Park Parcel to the City pursuant to the Offer of Dedication shall not contain any restraint or limitation on the ability of City to design, construct, install, operate, maintain, repair, rehabilitate, or replace the Emergency Water Reservoir within the Public Park Parcel, as City may decide as fee owner of the Public Park Parcel upon City acceptance of the Offer of Dedication. City agrees to coordinate with Developer in good faith regarding the timing and logistics of any future construction of the Emergency Water Reservoir, including the review of design plans, construction means and methods, and the proposed phasing of improvements; the foregoing notwithstanding, City shall retain full authority, control and sole discretion regarding the design plans, construction means and methods, and phasing of improvements related to the Emergency Park Reservoir. The City shall be required to comply with applicable mitigation measures from the Project EIR as they relate to construction and operation of the Emergency Water Reservoir. The Parties further agree that temporary unavailability or excavation of the Public Park Parcel to facilitate the Emergency Water Reservoir shall not reduce or eliminate the Developer's entitlement to a credit against the Rec-In-Lieu Fee under this Agreement.

E. Transportation Fee; Transportation Collaboration. Prior to the issuance of a Building Permit for the construction of the first non-residential building of the Project, excepting the commercial amenity building, Developer shall pay to City the sum of Two Million and 00/100 Dollars ($2,0000,000.00) (the "**Transportation Fee**"). The Transportation Fee shall be used by City for transportation related improvements located within a ½ mile perimeter of the Property, as determined by City in its sole discretion. Further, separate and apart from any legal obligation set forth in the Project Approvals, Developer agrees to reasonably collaborate in good faith with City as a stakeholder in broader traffic mitigation strategy discussions aimed at reducing single-occupancy vehicle trips within the vicinity of the City's downtown area and in the vicinity of the Property. Such collaboration shall be limited to participation in meetings, workshops, or planning activities coordinated by the City or its consultants and the sharing of information reasonably available to Developer. Nothing in this paragraph shall obligate Developer to incur any out-of-pocket costs (excepting such costs as may be incurred to meaningfully participate in the aforementioned collaborative efforts), undertake any mitigation measures beyond those already required under the Project Approvals, or commit to any additional improvements, financial contributions, or operational obligations unless separately agreed to in writing by Developer in its sole discretion.

F. Park Maintenance Fee. Concurrent with the recording of the final subdivision map creating the Public Park Parcel, Developer and City shall enter into an agreement (the "**Park Maintenance Agreement**"), memorializing Developer's obligation to reimburse the City for the costs of maintenance and repair of the public park to be constructed on the Public Park Parcel, in the amount of Seventy Thousand Dollars ($70,000.00) per calendar year (the "**Park Maintenance Fee**"), subject to an annual CPI adjustment. The term of the Park Maintenance Agreement shall be for a period of twenty (20) years following the date of the Park Opening. The Park Maintenance Fee shall be paid on an annual basis and such payment shall be due and payable thirty (30) days prior to the annual anniversary of the Park Opening. For purposes of this Section 5.1F, "**Park Opening**" shall mean either (i) July 1st of the year in which the public park is completed and opened to the public if within the months of January through June, or (ii) January 1 of the year

following in which the public park is completed and opened to the public if within the months of July through December. In the event the size of the Public Park Parcel increases as a result of a Modified Project Approval, the Park Maintenance Fee shall be increased by multiplying said Park Maintenance Fee by the quotient arrived at by dividing the size of the modified Public Park Parcel, as reflected in square feet, by 115,434 square feet, the size of Lot 9 of the Parkline VTM.

G. Publicly Accessible Restroom. Prior to the issuance of the First Certificate of Occupancy for Parking Garage PG-1 ("**PG-1**"), Developer shall design and construct, at its sole cost, a public restroom facility (the "**Public Restroom**") within PG-1, as generally depicted on Exhibit G, in a location to be determined by Developer in its sole discretion, in consultation with City staff. Developer may change the initial location of the Public Restroom or relocate the Public Restroom to another publicly accessible location within a non-residential building provided that the alternative location is within reasonable walking distance of the Public Park Parcel (i.e., is proximate to the Public Park Parcel), subject to the prior written consent of the City, which shall not be unreasonably withheld, conditioned, or delayed. Any such relocation shall not require an amendment to this Agreement, but shall be documented in an Operating Memorandum and shown on an updated site plan. Prior to the issuance of the First Certificate of Occupancy for PG-1, as shown on Exhibit G, Developer shall grant to City a non-exclusive public access and use easement, in a commercially reasonable form (the "**Public Restroom Access Easement**"), for the purpose of providing the general public with rights of access to and use of the Public Restroom, subject to Developer's reasonable rules and regulations. The Public Restroom Access Easement shall be for the benefit of the City and the general public as an easement in gross, and it is a covenant that shall run with the land. The Public Restroom shall be designed and constructed in conformance with the Project Approvals applicable to the Public Restroom, inclusive of all accessibility standards under state and federal law, and shall contain no less than two single-occupancy all-gender, ADA accessible restrooms with a toilet, toilet paper dispenser, sink, wash basin, soap dispenser, paper towel dispenser and/or hand dryer, mirror, other restroom amenities customarily provided within other public restrooms in the City, and gender neutral ADA bathroom signage. The Public Restroom Access Easement shall permit public entry into and use of the amenities provided within the Public Restroom, and Developer shall be responsible to unlock the Public Restroom no later than 8:00 am in the morning every day and to lock and secure the Public Restroom no earlier than 30 minutes after dusk every day. Developer shall be responsible for the maintenance, repair and replacement, at its sole cost and expense, of the facilities and improvements comprising the Public Restroom, which Developer shall keep in a good, safe and usable condition, in good repair, and shall provide for janitorial maintenance of the facilities and improvements comprising the Public Restroom no less frequently than once every day, subject to temporary closures for maintenance, safety, or vandalism response. Developer may implement such security, lighting, signage, and other measures as it deems appropriate. In no event shall the City have any responsibility for the maintenance, repair or replacement of the Public Restroom. The Public Restroom Access Easement shall provide Developer with the right to change the location of the Public Restroom or relocate the Public Restroom to another publicly accessible location within a non-residential building provided that the alternative location is within reasonable walking distance of the Public Park Parcel as agreed to by City.

H. Recycled Water Facilities. In connection with the design and construction of the internal loop road system serving the Project, Developer shall design, install and construct recycled water piping and infrastructure within said internal loop road system (the "**Recycled Water**

Facilities"), subject to the review and approval of the West Bay Sanitary District, which approval shall be provided to the City for its records, which shall have three points of connection along Laurel Street, Middlefield Road, and Burgess Drive. Further, Developer shall grant to West Bay Sanitary District a commercially reasonable form of public utility easement (the "**Recycled Water Easement**") on, over and across the alignment of the Recycled Water Facilities for the purpose of providing West Bay Sanitary District with rights to use, operate, maintain, repair, and replace the Recycled Water Facilities, at their sole cost and expense. The terms of the Recycled Water Easement shall provide Developer with the ability to cause West Bay Sanitary District to relocate the alignment of the Recycled Water Facilities within the Recycled Water Easement, provided such work is undertaken at Developer's sole cost and expense, West Bay Sanitary District and City are afforded the right to review and approve plans and specifications related to such relocation activities, and Developer provides West Bay Sanitary District with a replacement easement for the relocated Recycled Water Facilities. Developer shall not be required to construct any off-site recycled water infrastructure apart from connecting the Recycled Water Facilities to recycled water infrastructure delivered by West Bay Sanitary District when it becomes available. West Bay Sanitary District and/or City shall be solely responsible for establishing any utility connections to the two stubbed points of connection provided at Laurel Street and Burgess Drive.

I. Non-Diesel Backup Generators. The Parties acknowledge that while the Project will be developed as an all-electric campus with all-electric residential units and all-electric non-residential buildings, certain portions of the Project will require, and the Project Approvals will allow, the utilization of diesel backup generators in the event of a power outage. Nevertheless, Developer agrees to utilize non-diesel backup generators, if and when a reliable technology becomes available that can achieve the Project electrical load requirements and work with the electrical and mechanical infrastructure/service of the Project without redesign, and provided the cost to procure and operate such new generators is no more than 5% above the cost to procure and operate a traditional diesel backup generator. Developer's obligation to utilize non-diesel backup generators under this paragraph shall arise only when backup generators are being procured in the first instance or at the end of a given generator's useful life; Developer shall not be required to replace or retrofit any previously procured or installed diesel generators solely due to the subsequent availability of a qualifying non-diesel alternative, unless such replacement is otherwise required at the end of the generator's useful life. "Reliable," for purposes of this paragraph, means that the generator technology has been commercially available and in use in comparable-scale developments for backup power, including for critical or life safety systems, for a reasonable period of time (not less than three (3) years) sufficient to evaluate the efficacy of such technology; and is capable of providing uninterrupted backup power to meet the Project's full emergency load profile for the required minimum duration (based on code or operational needs), with performance equivalent to or better than a conventional diesel generator in terms of startup response time, runtime reliability, and service availability.

J. Union Labor. Developer agrees to utilize, and shall cause its contractors and subcontractors to utilize, commercially reasonable efforts to utilize union-affiliated labor in connection with the development and construction of all vertical (core and shell) components of the non-residential Improvements within the Project when economically and practically feasible. Further, with respect to the development and construction of the Residential Components of the Project, Developer agrees to encourage its contractors and subcontractors to utilize union labor in connection therewith when economically and practically feasible. For purposes of this Section

5.1J, "commercially reasonable efforts" shall include outreach to union-affiliated contractors and labor organizations reasonably expected to perform the relevant work, and providing such entities a fair opportunity to submit proposals. Developer may demonstrate such efforts through documentation of communications, distribution of bid materials, or other reasonable means. No minimum number of bids or specific advertising requirements shall be required to satisfy this obligation.

Section 5.2 Sales Tax Point of Sale Designation. Developer shall use commercially reasonable efforts to the extent allowed by Applicable Law to require all persons and entities providing bulk lumber, concrete, structural steel, and pre-fabricated building components, such as roof trusses, to be used in connection with the initial construction and development of, or incorporated into, the Project, to (a) obtain a use tax direct payment permit; (b) elect to obtain a subcontractor permit for the job site of a contract valued at Five Million Dollars ($5,000,000) or more; or (c) otherwise designate the Property as the place of use of material used in the initial construction of the Project in order to have the local portion of the sales and use tax distributed directly to City instead of through the county-wide pool. Developer shall instruct each of its subcontractors to cooperate with City to ensure the full local sales/use tax is allocated to City. To assist City in its efforts to ensure that the full amount of such local sales/use tax is allocated to the City, Developer shall provide City with an annual spreadsheet, which includes a list of all subcontractors with contracts in excess of the amount set forth above, a description of all applicable work, and the dollar value of such subcontracts. City may use said spreadsheet to contact each subcontractor who may qualify for local allocation of use taxes to the City.

Section 5.3 PILOT. Concurrent with and immediately following the execution and recording of each final subdivision map for the Project, City and Developer shall execute and record a Payment In Lieu of Taxes Agreement ("**PILOT Agreement**"), substantially in the form attached hereto as Exhibit K, against the parcels identified in the Parkline VTM, excepting (i) Lot 7 (R3), provided the Affordable Housing Covenant required by Section 4.1.B is recorded against and encumbers said parcel, and (ii) the parcels comprising the Building P, S or T Property (or any lesser number of such parcels if SRI owns fewer than all such parcels or occupies fewer than all such buildings), so long as SRI is the sole owner of said parcels and occupant of the buildings located thereon at the time of recording of a final map. In the event Developer seeks and obtains a Modified Project Approval related to all or a portion of the parcels comprising the Building P, S or T Property, City and Developer shall execute and record a PILOT Agreement in connection with the recording of a final map related to the Building P, S or T Property pursuant to a modified Parkline VTM.

The PILOT Agreement shall require that if any Improvements constructed on the parcel subject to the PILOT Agreement are owned or leased by an entity which qualifies the Property or any portion thereof for an exemption from the imposition of real property taxes pursuant to California Constitution Article XIII, §§ 3, 4 or 5, or provisions of the California Revenue and Taxation Code, or any successor provision, or any other exemption from the payment of real or personal property taxes of any nature (the "**Exemptions**"), except to the extent (i) precluded by Section 214.06 of the California Revenue and Taxation Code or Applicable Law, (ii) the Improvements comprise up to 227,000 SF of new non-residential space subject to a fully executed lease agreement between Developer and SRI or an SRI Affiliate, to be provided to City, and SRI or an SRI Affiliate thereafter secures an Exemption, or (iii) the Exemption is granted in accordance

with Section 218 of the California Revenue and Taxation Code, then Developer shall pay annually to the City a payment in lieu of taxes in an amount equal to the portion of the real and personal property tax levy the City would have received but for the Exemptions based on the assessed value of said tax exempt property as determined by the San Mateo County Assessor's Office and as increased annually by the amount permitted under the provisions of Article XIIIA, Section 2, of the California Constitution. The amount of the PILOT shall be determined by the City in consultation with the San Mateo County Assessor's Office. If Developer disputes the City's determination, Developer may request administrative review but must pay the full invoiced amount pending resolution. The PILOT Agreement shall run with the land.

ARTICLE 6 ANNUAL REVIEW

Section 6.1 Periodic Review.

A. As required by California Government Code Section 65865.1 and the Development Agreement Regulations, City and Developer shall review this Agreement and all actions taken pursuant to the terms of this Agreement with respect to the development of the Project every twelve (12) months to determine good faith compliance with this Agreement. Specifically, City's annual review shall be conducted for the purposes of determining good faith compliance by Developer with its obligations under this Agreement.

B. The annual review shall be conducted as provided in the Development Agreement Law and City's Development Agreement Regulations as follows:

(1) The Director of Community Development shall provide Developer notice of an annual review hearing before the Planning Commission, which shall be scheduled at least thirty (30) days after the date of the notice. The notice shall, to the extent required by law, include a statement that any review may result in amendment or termination of this Agreement. At said hearing, Developer must demonstrate, and shall bear the burden of proof of, good faith compliance with the terms of this Agreement. The Planning Commission shall determine upon the basis of substantial evidence whether or not Developer has complied in good faith with the terms and conditions of this Agreement. The decision of the Planning Commission may be appealed to the City Council.

(2) If the Planning Commission (if its finding is not appealed) or City Council finds that Developer has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to Developer describing: (a) such failure and that such failure constitutes a Default; (b) the actions, if any, required by Developer to cure such Default; and (c) the time period within which such Default must be cured. If the Default can be cured, Developer shall have a minimum of thirty (30) days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period, if Developer shall commence within such thirty (30) day time period the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default, Developer shall have such additional time period as may be required by Developer within which to cure such Default.

(3) If Developer fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.

C. If, upon a finding under Section 6.1B of this Agreement and the expiration of the cure period specified in Section 6.1B without Developer having cured a Default, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Developer of its intention so to do. The notice shall be given at least fifteen (15) days before the scheduled hearing and shall contain:

(1) The time and place of the hearing before the City Council;

(2) A statement that City proposes to amend or terminate the Agreement;

(3) Such other information as is reasonably necessary to inform Developer of the nature of the proceeding.

D. At the time and place set for the hearing on amendment or termination, Developer shall be given an opportunity to be heard, and Developer shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement without providing Notice of Default and opportunity to cure pursuant to Article 11 or, rather than terminate, amend this Agreement in accordance with the Development Agreement Statute and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

E. Failure of City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

F. If, after an annual review, City finds Developer has complied in good faith with this Agreement, City, promptly following Developer's request, shall issue to Developer a letter of compliance certifying that Developer has so complied through the period of the applicable annual review.

G. If a Transferee or Mortgagee becomes the "Developer" subject to this Agreement as to a portion of the Property, annual review shall be conducted separately, but concurrently, with respect to each such Developer, and determinations as to compliance with this Agreement shall be made separately. If City takes action against one such Developer for noncompliance, such action shall apply only as to the Developer involved and the portions of the Property in which such Developer has an interest, and shall not affect other Developers unless they or their portions of the Property are involved in the noncompliance.

ARTICLE 7 MORTGAGEE PROTECTION

Section 7.1 Mortgagee Protection. This Agreement shall not prevent or limit Developer in any manner, at Developer's sole discretion, from encumbering the Property or any portion thereof or any improvement thereon by any mortgage, deed of trust or other security device securing financing with respect to the Property ("**Mortgage**"). This Agreement shall be superior and senior to any lien placed upon the Property or any portion thereof after the date of recording the Agreement, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against and shall run to the benefit of any person or entity, including any deed of trust beneficiary or mortgagee ("**Mortgagee**"), who acquires title or possession to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

Section 7.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 7.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of the Project, or any portion thereof, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any use except in full compliance with the Project Approvals and this Agreement nor to construct any improvements thereon or institute any uses other than those uses and improvements provided for or authorized by this Agreement and the Project Approvals.

Section 7.3 Notice of Default to Mortgagee; Right to Cure. With respect to any Mortgage granted by Developer as provided herein, so long as any such Mortgage shall remain unsatisfied of record and Mortgagee has provided City with written notice requesting that City send Mortgagee notices of Default and specifying the address for service thereof, the following provisions shall apply:

A. City, upon serving Developer any notice of Default, shall also serve a copy of such notice upon any Mortgagee at the address provided to City, and no notice by City to Developer hereunder shall affect any rights of a Mortgagee unless and until a copy thereof has been so served on such Mortgagee; provided, however, that failure so to deliver any such notice shall in no way affect the validity of the notice sent to Developer as between Developer and City.

B. In the event of a Default by Developer, any Mortgagee shall have the right to remedy, or cause to be remedied, such Default within sixty (60) days following the later to occur of (i) the date of Mortgagee's receipt of the notice referred to in Section 7.3A above, or (ii) the expiration of the period provided herein for Developer to remedy or cure such Default, and City shall accept such performance by or at the insistence of the Mortgagee as if the same had been timely made by Developer; provided, however, that (a) if such Default is not capable of being cured within the timeframes set forth in this Section 7.3B and Mortgagee commences to cure the Default within such timeframes, then Mortgagee shall have such additional time as is required to cure the Default so long as Mortgagee diligently prosecutes the cure to completion and (b) if possession of the Property (or portion thereof) is required to effectuate such cure or remedy, the Mortgagee shall be deemed to have timely cured or remedied if it commences the proceedings necessary to obtain possession thereof within sixty (60) days after receipt of the copy of the notice, diligently pursues

such proceedings to completion, and, after obtaining possession, diligently completes such cure or remedy.

C. Any notice or other communication which City shall desire or is required to give to or serve upon the Mortgagee shall be in writing and shall be served in the manner set forth in Section 12.5, addressed to the Mortgagee at the address provided by Mortgagee to City. Any notice or other communication which Mortgagee shall give to or serve upon City shall be deemed to have been duly given or served if sent in the manner and at City's address as set forth in Section 12.5, or at such other address as shall be designated by City by notice in writing given to the Mortgagee in like manner.

Section 7.4 No Supersedure. Nothing in this Article 7 shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision or public improvement agreement or other obligation incurred with respect to the Project outside this Agreement, nor shall any provision of this Article 7 constitute an obligation of City to such Mortgagee, except as to the notice requirements of Section 7.3.

Section 7.5 Technical Amendments to this Article 7. City agrees to reasonably consider and approve interpretations and/or technical amendments to the provisions of this Agreement that are required by lenders for the acquisition and construction of the Project on the Property or any refinancing thereof and to otherwise cooperate in good faith, at Developer's expense, to facilitate Developer's negotiations with lenders.

ARTICLE 8 AMENDMENT OF AGREEMENT AND EXISTING APPROVALS

Section 8.1 Amendment of Agreement By Mutual Consent. This Agreement may be amended in writing from time to time by mutual consent of the Parties hereto or their successors-in-interest or assigns, and then only in the manner provided for in the Development Agreement Statute and Development Agreement Regulations.

Section 8.2 Insubstantial Amendments to Agreement. Any amendment to this Agreement which, in the context of the overall Project contemplated by this Agreement, does not substantially affect (i) the Term of this Agreement; (ii) permitted uses of the Property; (iii) Public Benefits, including without limitation provisions for the reservation or dedication of land; (iv) conditions, terms, restrictions or requirements for subsequent discretionary actions; (v) the density or intensity of use of the Property or the maximum height or size of proposed buildings; (vi) monetary contributions by Developer; (vii) the nature, timing of delivery, or scope of Improvements required by the Existing Approvals or Subsequent Project Approvals; or (viii) the Parkline Phasing Plan, or which constitutes a technical amendment under Section 7.5, shall be deemed an "**Insubstantial Amendment**" and shall not, except to the extent otherwise required by law or this Agreement, require notice or public hearing before the parties may execute an amendment hereto. The City Manager shall have the authority to determine whether a proposed amendment to this Agreement qualifies as an Insubstantial Amendment and to execute an Insubstantial Amendment or, in his or her discretion, seek approval of an Insubstantial Amendment by City resolution.

Section 8.3 Requirement for Writing. No modification, amendment or other change to this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the Parties or their successors. A copy of any change, including changes addressed by Operating Memoranda, Insubstantial Amendments, or Administrative Amendments, shall be provided to the City Council within thirty (30) days of its execution.

Section 8.4 Amendments to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute as those provisions existed as of the Agreement Date. No amendment or addition to those provisions that would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement, unless such amendment or addition is specifically required by the California State Legislature or is mandated by a court of competent jurisdiction. In the event of the application of such a change in law, the Parties shall meet in good faith to determine the feasibility of any modification or suspension that may be necessary to comply with such new law or regulation and to determine the effect such modification or suspension would have on the purposes and intent of this Agreement. Following the meeting between the Parties, the provisions of this Agreement may, to the extent feasible, and upon mutual agreement of the Parties, be modified or suspended but only to the minimum extent necessary to comply with such new law or regulation. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected by same unless the Parties mutually agree in writing to amend this Agreement to permit such applicability. Developer and/or City shall have the right to challenge any new law or regulation preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

Section 8.5 Amendments to Project Approvals. Project Approvals (except for this Agreement, the amendment process for which is set forth in Section 8.1 through 8.3) may be amended or modified from time to time, but only at the written request of Developer or with the written consent of Developer at its sole discretion. All amendments to the Project Approvals shall automatically become part of the Project Approvals. The permitted uses of the Property or portion thereof, the maximum density and/or number of residential units, the intensity of use, the maximum height and size of the proposed buildings, provisions for reservation or dedication of land for public purposes, the conditions, terms, restrictions and requirements for subsequent discretionary actions, the provisions for public improvements and financing of public improvements, and the other terms and conditions of development as set forth in all such amendments shall be automatically vested pursuant to this Agreement, without requiring an amendment to this Agreement. Amendments to the Project Approvals shall be governed by the Project Approvals and the Applicable Law. City shall not request, process or consent to any amendment to the Project Approvals that would affect the Property or the Project, or applicable portion thereof, without Developer's prior written consent. For the avoidance of doubt, amended or modified Project Approvals that are substantially consistent with a Modified Project Approval shall not require an amendment to this Agreement.

Section 8.6 Administrative Amendments of Project Approvals. Upon the request of Developer for an amendment or modification of any Project Approvals (except for this Agreement the amendment process for which is set forth in Section 8.1 through 8.3), the City Manager or his/her designee shall determine: (a) whether the requested amendment or modification is minor

when considered in light of the Project as a whole; and (b) whether the requested amendment or modification substantially conforms with the material terms of this Agreement and the Applicable Law and may be processed administratively. If the City Manager or his/her designee finds that the requested amendment or modification is both minor and substantially conforms with the material terms of this Agreement and the Applicable Law, then the amendment or modification shall be determined to be an "**Administrative Amendment**," and the City Manager or his/her designee may approve the Administrative Amendment, without public notice or a public hearing. Without limiting the generality of the foregoing, lot line adjustments, minor reductions in the density, intensity, scale, or scope of the Project, minor alterations in vehicle circulation patterns or vehicle access points, variations in the location of structures that do not substantially alter the design concepts of the Project, substitution of comparable landscaping for any landscaping shown on any development plan or landscape plan, variations in the location or installation of utilities and other infrastructure connections and facilities that do not substantially alter design concepts of the Project, and minor adjustments to a subdivision map or the Property legal description shall be deemed to be minor amendments or modifications. Any request of Developer for an amendment or modification to a Project Approval that is determined not to be an Administrative Amendment as set forth above shall be subject to review, consideration and action pursuant to the Applicable Law and this Agreement.

Section 8.7 Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between City and Developer and development of the Property hereunder may demonstrate that refinements and clarifications are appropriate with respect to the details of performance of City and Developer. If and when, from time to time, during the Term of this Agreement, City and Developer agree that such clarifications are necessary or appropriate, City and Developer may effectuate such clarifications through operating memoranda ("**Operating Memoranda**") approved by City and Developer, which, after execution, shall be attached hereto as addenda and become a part hereof, and may be further clarified from time to time as necessary with future approval by City and Developer. No such Operating Memoranda shall constitute an amendment to this Agreement requiring public notice or hearing. The City Manager, in consultation with the City Attorney, shall make the determination on behalf of City whether a requested clarification may be effectuated pursuant to this Section 8.7 or whether the requested clarification is of such a character to constitute an amendment hereof pursuant to Section 8.1 or Section 8.2 above. The City Manager shall be authorized to execute any Operating Memoranda hereunder on behalf of City.

Section 8.8 CEQA. In connection with its consideration and approval of the Existing Approvals, the City has prepared and certified the Project EIR, which evaluates the environmental effects of the Project, and has imposed all feasible mitigation measures to reduce the significant environmental effects of the Project. The Parties acknowledge that certain Subsequent Project Approvals may legally require additional analysis under CEQA. Nothing contained in this Agreement is intended to prevent or limit the City from complying with CEQA. In acting on Subsequent Project Approvals, City will rely on the Project EIR to the fullest extent permissible by CEQA as determined by City in its reasonable discretion. In the event supplemental or additional review is required for a Subsequent Project Approval, City shall limit such supplemental or additional review to the scope of analysis mandated by CEQA and shall not impose new mitigation measures except as legally required, all as determined by the City as the lead agency under CEQA in its reasonable discretion.

ARTICLE 9 COOPERATION AND IMPLEMENTATION

Section 9.1 Subsequent Project Approvals. Certain subsequent land use approvals, entitlements, and permits other than the Existing Approvals, such as and including the Modified Project Approvals, will be necessary or desirable for implementation of the Project ("**Subsequent Project Approvals**"). The Subsequent Project Approvals may include, without limitation, the following: amendments of the Existing Approvals, Modified Project Approvals, grading permits, Building Permits, sewer and water connection permits, Certificates of Occupancy, Temporary Certificates of Occupancy, lot line adjustments, site plans, development plans, land use plans, building plans and specifications, final maps, parcel maps and/or subdivision maps, conditional use permits, variances, architectural control plans, demolition permits, improvement agreements, encroachment permits, and any amendments to, or repealing of, any of the foregoing.

Section 9.2 Scope of Review of Subsequent Project Approvals. City reserves discretion to impose appropriate Exactions in connection with issuance of Subsequent Project Approvals, provided that in exercising its discretion in connection with consideration of Subsequent Project Approvals, City agrees that City shall not revisit the fundamental policy decisions reflected by the Existing Approvals or impose any Exactions that would conflict with this Agreement, Applicable Law, Applicable City Regulations, or the Existing Approvals as set forth in Section 3.1 herein, unless expressly permitted by Sections 4.1.A-D or 9.8, or conflict with the Modified Project Approval Conditions. At such time as any Subsequent Project Approval applicable to the Property is approved by City, then such Subsequent Project Approval shall become subject to all the terms and conditions of this Agreement applicable to Project Approvals and shall be treated as a "Project Approval" under this Agreement.

Section 9.3 Processing Applications for Subsequent Project Approvals.

A. Developer acknowledges that City cannot begin processing applications for Subsequent Project Approvals until Developer submits complete applications on a timely basis. Developer shall use diligent good faith efforts to (i) provide to City in a timely manner and in the manner required under Applicable Law any and all Processing Fees, documents, materials, applications, plans, and other information reasonably necessary for City to carry out its review and processing obligations; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner and in the manner required under Applicable Law all such documents, applications, plans, information, and other materials required under Applicable Law.

B. Upon submission by Developer of all appropriate applications and Processing Fees for any Subsequent Project Approval, City shall accept, review, and use reasonable efforts to expeditiously process Developer's applications and requests for Subsequent Project Approvals in connection with the Project in good faith and in a manner that complies with and is consistent with Applicable Law, the Project Approvals and this Agreement, including the Modified Project Approval Conditions. The City shall approve any application or request for any Subsequent Project Approval that substantially complies with and is consistent with the Project Approvals. The Parties shall cooperate with each other and shall use diligent, good faith efforts to cause the expeditious review, processing, and action on the Subsequent Project Approvals. City shall, to the full extent allowed by Applicable Law, promptly and diligently, subject to City ordinances, policies and procedures regarding hiring and contracting, commence and complete all steps necessary to act

on Developer's currently pending Subsequent Project Approval applications including: (i) providing at Developer's expense and subject to Developer's request and prior approval, reasonable overtime staff assistance, additional staff and/or staff consultants for processing of Subsequent Project Approval applications as may be necessary to meet Developer's reasonable schedule considerations; (ii) if legally required, providing notice and holding public hearings; and (iii) acting on any such pending Subsequent Project Approval application.

C. Any request for a Modified Project Approval which involves discretionary approvals that are necessary to accommodate an increase in the number of housing units provided, subject to and satisfying the Modified Project Approval Conditions and in compliance with the City's existing inclusionary housing requirements in effect as of the Effective Date, will be entitled to a streamlined review and approval process requiring City to (1) use best efforts to expeditiously process any necessary entitlement approvals (e.g., an amended CDP, an amended VTM) within twelve (12) months of a substantially complete application being submitted, and (2) restrict the number of public hearings that can be held regarding the application to a maximum of five.

Section 9.4 Other Agency Subsequent Project Approvals; Authority of City. Other public agencies not within the control of City may possess authority to regulate aspects of the development of the Property separately from or jointly with City, and this Agreement does not limit the authority of such other public agencies. Nevertheless, City shall be bound by, and shall abide by, its covenants and obligations under this Agreement in all respects when dealing with any such agency regarding the Property. City shall cooperate with Developer, at Developer's expense, to the extent appropriate and as permitted by law, in Developer's efforts to obtain, as may be required, Other Agency Subsequent Project Approvals. Nothing in this Section 9.4 shall relieve Developer of its obligation to comply with the Project Approvals, notwithstanding any conflict between the Other Agency Subsequent Project Approvals and the Project Approvals.

Section 9.5 Implementation of Necessary Mitigation Measures. Developer shall, at its sole cost and expense, comply with the Project MMRP requirements as applicable to the Property and Project.

Section 9.6 Cooperation in the Event of Legal Challenge.

A. The filing of any third-party lawsuit(s) against City or Developer relating to this Agreement, the Project Approvals or construction of the Project shall not delay or stop the development, processing or construction of the Project or approval of any Subsequent Project Approvals, unless a court order prevents the activity. City shall not stipulate to or cooperate in the issuance of any such order.

B. City and Developer shall cooperate in the defense of any court action or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement or the Project Approvals ("**Litigation Challenge**"), and the Parties shall keep each other informed of all developments relating to such defense, subject only to confidentiality requirements that may prevent the communication of such information. To the extent Developer desires to contest or defend such Litigation Challenge, (i) Developer shall take the lead role defending such Litigation Challenge and may, in its sole discretion, elect to be represented by the legal counsel of its choice; (ii) City may, in its sole discretion, elect to be

separately represented by the legal counsel of its choice, selected after consultation with Developer, in any action or proceeding, with the reasonable costs of such representation to be paid by Developer; (iii) Developer shall reimburse City, within forty-five (45) days following City's written demand therefor, which may be made from time to time during the course of such litigation, all reasonable costs incurred by City in connection with the Litigation Challenge, including City's reasonable administrative, legal, and court costs and City Attorney oversight expenses; and (iv) Developer shall indemnify, defend, and hold harmless City Parties from and against any damages, attorneys' fees or cost awards, including attorneys' fees awarded under Code of Civil Procedure Section 1021.5, assessed or awarded against City by way of judgment, settlement, or stipulation. Upon request by Developer, City shall enter into a joint defense agreement in a form reasonably acceptable to the City Attorney to facilitate the sharing of materials and strategies related to the defense of such Litigation Challenge without waiver of attorney client privilege. Any proposed settlement of a Litigation Challenge by a Party shall be subject to the approval of the other Party, such approval not to be unreasonably withheld, conditioned or delayed; provided, however, that Developer may settle such Litigation Challenge without consent of the City if the settlement does not require any changes to any Project Approvals or action by the City. If the terms of the proposed settlement would constitute an amendment or modification of this Agreement or any Project Approvals, the settlement shall not become effective unless such amendment or modification is approved by City in accordance with Applicable Law, and City reserves its full legislative discretion with respect thereto. If Developer opts not to contest or defend such Litigation Challenge, City shall have no obligation to do so, but shall have the right to do so at its own expense.

Section 9.7 Revision to Project. In the event of a court order issued as a result of a successful Litigation Challenge, City shall, to the extent permitted by law or court order, in good faith seek to comply with the court order in such a manner as will maintain the integrity of the Project Approvals and avoid or minimize to the greatest extent possible (i) any impact to the development of the Project as provided for in, and contemplated by, the Project Approvals, or (ii) any conflict with the Project Approvals or frustration of the intent or purpose of the Project Approvals.

Section 9.8 State, Federal or Case Law. Where any state, federal or case law allows City to exercise any discretion or take any act with respect to that law, City shall, in an expeditious and timely manner, at the earliest possible time, (i) exercise its discretion in such a way as to be consistent with, and carry out the terms of, this Agreement, and (ii) take such other actions as may be necessary to carry out in good faith the terms of this Agreement.

Section 9.9 Defense of Agreement. City, at Developers' expense, shall take all actions that are necessary or advisable to uphold the validity and enforceability of this Agreement. If this Agreement is adjudicated or determined to be invalid or unenforceable, City agrees, subject to all legal requirements, to consider modifications to this Agreement to render it valid and enforceable to the extent permitted by Applicable Law. In the event of a Litigation Challenge or filing of a referendum challenging the Project Approvals or this Agreement that is required by law to be placed on a ballot, Developer may terminate this Agreement, effective immediately upon giving notice of intent to terminate, and abandon the Project and, following such termination, Developer shall have no further obligation to pay for the costs of defense of this Agreement other than incurred by the City prior to the date of the notice of intent to terminate and thereafter incurred in seeking to have any such Litigation Challenge dismissed as moot.

ARTICLE 10 TRANSFER AND ASSIGNMENT

Section 10.1 Transfers and Assignments.

A. Developer shall have the right to sell, assign, transfer, or otherwise convey all of its right, title and interest in and to all or any portion of the Property without the consent of City; provided, however, in no event, subject to the exceptions identified in subsection 10.1 B. below, shall the rights, duties and obligations conferred or imposed upon Developer pursuant to this Agreement be at any time so transferred ("**Transfer**") except through a transfer of the Property or applicable portion thereof, and no such Transfer of Developer's rights, duties and obligations under this Agreement shall be made prior to substantial completion of the Project or completed portion of the Project to be conveyed, without the prior written consent of City Manager, which consent City Manager shall not unreasonably withhold, condition or delay. In the event of a transfer of a portion of the Property, the applicable Developer shall have the right to request that the City Manager reasonably consent to a Transfer of its rights, duties and obligations under this Agreement that are applicable to the transferred portion of the Property, and retain all rights, duties and obligations applicable to the portions of the Property that Developer will retain. Upon Developer's request, City, at Developer's expense, shall cooperate with Developer and any proposed transferee to allocate rights, duties and obligations under this Agreement and the Project Approvals between the transferred Property and the retained Property pursuant to an assignment and assumption agreement ("**Assignment and Assumption Agreement**") substantially in the form attached hereto as Exhibit J.

B. Consent shall not be required for (i) Transfers to Developer's Affiliates, (ii) pledges of any interest in the Property or Developer to institutional lenders, investors, or financing parties, or their successors or assigns, (iii) financing transactions, such as sale-leaseback or grant of a mortgage or deed of trust, for purposes of financing acquisition or development of the Project; or any foreclosure thereof or deed-in-lieu with respect thereto; (iv) any change, directly or indirectly, of the equity or ownership interests of Developer or any Transferee which individually or cumulatively with prior changes does not result in a change in Control of Developer or Transferee; (v) Transfers to SRI or an SRI Affiliate following issuance of a Notice of Default by City to Developer and Developer's failure to cure in accordance with Article 11; (vi) any transfer of land or improvements to City or City's designee or to non-profits approved by City in satisfaction of obligations under this Agreement or the Approvals; or (vii) any leases, subleases, licenses, easements, or other occupancy agreements, with the exception of long-term ground leases (collectively, "**Pre-Approved Transfers**"). Notwithstanding the foregoing, if any Pre-Approved Transfers include the transfer of rights and obligations under this Agreement and results in the transferee having a legal or equitable interest in the Property or a portion thereof, then Developer and the transferee shall enter into an Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit J, provide a copy of such agreement to City, and such transaction shall be treated as a "Transfer" under this Agreement and the transferee with respect thereto be a treated as a "Transferee" and the transferor as a "Transferor." With respect to clause (iv) above, if Developer or a Transferee, or any constituent entity of Developer or a Transferee, is a publicly traded company, then a sale or transfer of shares in such company shall not be deemed a change in Control of Developer or such Transferee.

C. For purposes of this Article 10, (A) "**Affiliate**" means any corporation, limited liability company, partnership or other entity which is directly or indirectly Controlling of, Controlled by, or is under Common Control with Developer; (B) "**Control**", "**Controlling**", "**Controlled**", and "**Common Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the day-to-day management and activities of the specified entity (provided, the possession of so-called major decision consent rights shall not, in and of itself, be deemed to constitute Control); and (C) the party to whom the Property or any portion thereof is Transferred along with Developer's interest, rights, and obligations under this Agreement applicable to the Property transferred is a "**Transferee**" and the party who makes such Transfer is a "**Transferor**."

D. Excepting any Pre-Approved Transfers, Developer shall notify City of any proposed Transfer under this Agreement, including any Transfer by SRI or an SRI Affiliate to any third party subsequent to a Pre-Approved Transfer pursuant to subsection 10.1 B (v), at least forty-five (45) days prior to completing any Transfer; provided, however that if Applicable Laws regarding publicly traded companies, prohibit such advance notice, then Developer shall not be obligated to include in such notice any information that could reasonably be expected to violate such Applicable Laws. City shall approve or disapprove the requested Transfer with respect to any portion of the Property within thirty (30) days after receipt of a written request for approval from Developer, together with such financial information and other documentation that City determines is reasonably necessary to evaluate the proposed transaction and the proposed assignee's experience, reputation, qualifications and ability to develop and construct the Project in accordance with the terms and conditions of the Project Approvals. City shall not unreasonably withhold, condition or delay its approval of a proposed Transfer to a proposed transferee who has (i) at least ten (10) years' experience in the development, ownership, operation and management of similar-size or larger developments of the type to be undertaken on the subject property without any record of material violations of Applicable Laws, and (ii) the financial resources and wherewithal to develop and effectively manage the Project or pertinent component of the Project. The approved assignee shall be required to assume Developer's rights and obligations under this Agreement with respect to the transferred portion of the Property pursuant to an Assignment and Assumption Agreement**,** substantially in the form attached hereto as Exhibit J. No later than ten (10) business days after the date the assignment becomes effective, Developer shall deliver to City a conformed copy of the fully executed and recorded assignment and assumption agreement

Section 10.2 Release upon Transfer; No Cross-Defaults. Upon the Transfer of all or any of Developer's rights and interests under this Agreement pursuant to this Article 10, Developer shall automatically be released from its obligations and liabilities under this Agreement with respect to that portion of the Property transferred, and any subsequent default or breach with respect to the transferred rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations under this Agreement, provided that (i) Developer has provided to City written Notice of such Transfer, and (ii) the Transferee executes and delivers to City an Assignment and Assumption Agreement**,** substantially in the form attached hereto as Exhibit J, in accordance with Section 10.1. Upon any Transfer of any portion of the Property and the express assumption of Developer's obligations under this Agreement by such Transferee, City agrees to look solely to the Transferee for compliance by such Transferee with the provisions of this Agreement as such provisions relate to the portion of the Property acquired by such Transferee. Except as otherwise provided in this Agreement, a default by any Transferee shall only affect that

portion of the Property owned by such Transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Property not owned by such Transferee. The Transferor and the Transferee shall each be solely responsible for the reporting and annual review requirements relating to the portion of the Property owned by such transferor/transferee, and any amendment to this Agreement between City and a Transferor or a Transferee shall only affect the portion of the Property owned by such Transferor or Transferee. Failure to deliver a written Assignment and Assumption Agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 12.4 below, nor shall such failure negate, modify or otherwise affect the liability of any Transferee pursuant to the provisions of this Agreement.

ARTICLE 11 DEFAULT; REMEDIES; TERMINATION

Section 11.1 Breach and Default. Subject to extensions of time under Section 2.2C or by mutual consent in writing, and subject to a Mortgagee's right to cure under Section 7.3, failure of a representation and warranty by either Party as provided by Section 2.3 and Section 2.4, or failure by a Party to perform any material action or covenant required by this Agreement (not including any failure by Developer to perform any term or provision of any other Project Approval) within thirty (30) days following receipt of written Notice from the other Party specifying the failure shall constitute a "**Default**" under this Agreement; provided, however, that if the failure to perform cannot be reasonably cured within such thirty (30) day period, a Party shall be allowed additional time as is reasonably necessary to cure the failure so long as such Party commences to cure the failure within the thirty (30) day period and thereafter diligently prosecutes the cure to completion. The failure to pay any sum that is due and payable shall not be subject to the additional time to cure the Default, and shall only be subject to a thirty (30) day cure period. Any Notice of Default given hereunder shall specify in detail the nature of the failures in performance that the noticing Party claims constitutes the Default, all facts constituting evidence of such failure, and the manner in which such failure may be satisfactorily cured in accordance with the terms and conditions of this Agreement. During the time periods herein specified for cure of a failure of performance, the Party charged therewith shall not be considered to be in Default for purposes of (a) termination of this Agreement, (b) institution of legal proceedings with respect thereto, or (c) issuance of any approval with respect to the Project. The waiver by either Party of any Default under this Agreement shall not operate as a waiver of any subsequent breach of the same or any other provision of this Agreement.

Section 11.2 Termination. In the event of a Default by a Party, the non-defaulting Party shall have the right to institute legal proceedings pursuant to Section 11.3 and/or terminate this Agreement effective immediately upon giving notice of intent to terminate. Termination of this Agreement shall be subject to the provisions of Section 11.7 hereof. In the event that this Agreement is terminated pursuant to Article 6, Section 9.9, or Section 11.2 and the validity of such termination is challenged in a legal proceeding that results in a final decision that such termination was improper, then this Agreement shall immediately be reinstated as though it had never been terminated.

Section 11.3 Legal Actions.

A. Institution of Legal Actions. In addition to any other rights or remedies, a Party may institute legal action to cure, correct or remedy any Default, to enforce any covenants or agreements herein, to enjoin any threatened or attempted violation thereof, or to obtain any other remedies consistent with the terms of this Agreement.

B. Acceptance of Service of Process. In the event that any legal action is commenced by Developer against City, service of process on City shall be made by personal service upon the City Clerk of City or in such other manner as may be provided by law. In the event that any legal action is commenced by City against Developer, service of process on Developer shall be made by personal service upon Developer's registered agent for service of process, or in such other manner as may be provided by law.

Section 11.4 Rights and Remedies Are Cumulative. The rights and remedies of the Parties are cumulative, and the exercise by a Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other Party, except as otherwise expressly provided herein.

Section 11.5 No Damages. In no event shall a Party, or its boards, commissions, officers, agents or employees, be liable in damages for any Default under this Agreement, it being expressly understood and agreed that the sole legal remedy available to a Party for a breach or violation of this Agreement by the other Party shall be an action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement by the other Party, or to terminate this Agreement. This limitation on damages shall not preclude actions by a Party to enforce payments of monies or the performance of obligations requiring an obligation of money from the other Party under the terms of this Agreement, including, but not limited to, obligations to pay attorneys' fees and obligations to advance monies or reimburse monies. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party.

Section 11.6 Resolution of Disputes. With regard to any dispute involving the Project, the resolution of which is not provided for by this Agreement or Applicable Law, a Party shall, at the request of the other Party, meet with designated representatives of the requesting Party promptly following its request. The Parties to any such meetings shall attempt in good faith to resolve any such disputes. Nothing in this Section 11.6 shall in any way be interpreted as requiring that Developer and City reach agreement with regard to those matters being addressed, nor shall the outcome of these meetings be binding in any way on City or Developer unless expressly agreed to in writing by the Parties to such meetings.

Section 11.7 Surviving Provisions. In the event this Agreement expires or is terminated, neither Party shall have any further rights or obligations hereunder, except for those obligations of Developer set forth in Section 4.5 (Prevailing Wage Requirements), Section 9.6 (Cooperation in

the Event of Legal Challenge) or expressly set forth herein as surviving the expiration or termination of this Agreement. The termination or expiration of this Agreement shall not affect the validity of the Project Approvals (other than this Agreement).

Section 11.8 Effects of Litigation. In the event litigation is timely instituted, and a final judgment is obtained, which invalidates in its entirety this Agreement, neither Party shall have any obligations whatsoever under this Agreement, except for those obligations which by their terms survive termination hereof.

Section 11.9 California Claims Act. Compliance with the procedures set forth in this Article 11 shall be deemed full compliance with the requirements of the California Claims Act (Government Code Section 900 *et seq.*) including, but not limited to, the notice of an event of default hereunder constituting full compliance with the requirements of Government Code Section 910.

ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Incorporation of Recitals, Exhibits and Introductory Paragraph. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals and the Exhibits attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

Section 12.2 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

Section 12.3 Construction. Each reference herein to this Agreement or any of the Existing Approvals or Subsequent Project Approvals shall be deemed to refer to the Agreement, Existing Approval or Subsequent Project Approval as it may be amended from time to time, whether or not the particular reference refers to such possible amendment. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions of this Agreement. This Agreement has been reviewed and revised by legal counsel for City and Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement. Unless the context clearly requires otherwise, (i) the plural and singular numbers shall each be deemed to include the other; (ii) the masculine, feminine, and neuter genders shall each be deemed to include the others; (iii) "shall," "will," or "agrees" are mandatory, and "may" is permissive; (iv) "or" is not exclusive; (v) "include," "includes" and "including" are not limiting and shall be construed as if followed by the words "without limitation," and (vi) "days" means calendar days unless specifically provided otherwise.

Section 12.4 Covenants Running with the Land. Except as otherwise more specifically provided in this Agreement, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the

Property, or any interest therein or portion thereof, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

Section 12.5 Notices. Any notice or communication required hereunder between City and Developer ("**Notice**") must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express or other similar courier promising overnight delivery. If personally delivered, a Notice shall be deemed to have been given when delivered to the party to whom it is addressed. If given by registered or certified mail, such Notice shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom Notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such Notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a Notice shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written Notice to the other Party hereto, designate any other address in substitution of the address to which such Notice shall be given. Such Notices shall be given to the Parties at their respective addresses set forth below:

To City: City of Menlo Park
Community Development
701 Laurel Street
Menlo Park, CA 94025
Attn: Community Development Director

With a copy to: Burke, Williams & Sorensen, LLP
181 Third Street
Suite 200
San Rafael, CA 94901-6587
Attn: Nira Doherty

To Developer: LPGS Menlo, LLC
644 Menlo Avenue, 2nd Floor
Menlo Park, CA 94025
Attn: Mark Murray

With a copy to: Coblentz Patch Duffy & Bass LLP
One Montgomery Street, Suite 3000
San Francisco, CA 94104
Attn: Frank Petrilli

Section 12.6 Counterparts and Exhibits; Entire Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. This Agreement, together with the Project Approvals and attached Exhibits, constitutes the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements of the Parties with respect to all or any part of the subject matter hereof.

Section 12.7 Recordation of Agreement. Pursuant to California Government Code Section 65868.5, no later than ten (10) days after the Effective Date, the City Clerk shall record an executed copy of this Agreement in the Official Records. Thereafter, if this Agreement is terminated, modified or amended, the City Clerk shall record notice of such action in the Official Records.

Section 12.8 No Joint Venture or Partnership. It is specifically understood and agreed to by and between the Parties hereto that: (i) the subject development is a private development; (ii) City has no interest or responsibilities for, or duty to, third parties concerning any public improvements until such time, and only until such time, that City accepts the same pursuant to the provisions of this Agreement or in connection with the various Existing Approvals or Subsequent Project Approvals; (iii) Developer shall have full power over and exclusive control of the Project herein described, subject only to the limitations and obligations of Developer under this Agreement, Existing Approvals, Subsequent Project Approvals, and Applicable Law; and (iv) City and Developer hereby renounce the existence of any form of agency relationship, joint venture or partnership between City and Developer and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Developer.

Section 12.9 Waivers. Notwithstanding any other provision in this Agreement, any failures or delays by any Party in asserting any of its rights and remedies under this Agreement shall not operate as a waiver of any such rights or remedies, or deprive any such Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. A Party may specifically and expressly waive in writing any condition or breach of this Agreement by the other Party, but no such waiver shall constitute a further or continuing waiver of any preceding or succeeding breach of the same or any other provision. Consent by one Party to any act by the other Party shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or similar acts in the future.

Section 12.10 California Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law provisions. The exclusive venue for any disputes or legal actions shall be the Superior Court of California in and for the County of San Mateo, except for actions that include claims in which the Federal District Court for the Northern District of the State of California has original jurisdiction, in which case the Northern District of the State of California shall be the proper venue.

Section 12.11 City Approvals and Actions. Whenever reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise. The foregoing notwithstanding, the City Manager may, in the exercise of his or her discretion, delegate such authority to act and approve or seek the consent or approval of the City Council with respect to such action or approval.

Section 12.12 Estoppel Certificates. A Party may, at any time during the Term of this Agreement, and from time to time, deliver written Notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party, (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or

modified either orally or in writing, or if amended, identifying the amendments; (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults; and (iv) any other information reasonably requested. The requesting Party shall be responsible for all reasonable costs incurred by the Party from whom such certification is requested and shall reimburse such costs within thirty (30) days of receiving the certifying Party's request for reimbursement. The Party receiving a request hereunder shall execute and return such certificate, or give a written, detailed response explaining why it will not do so, within twenty (20) days following the receipt thereof. The failure of either Party to provide the requested certificate within such twenty (20) day period shall constitute a confirmation that this Agreement is in full force and effect and no modification or default exists. The City Manager shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

Section 12.13 No Third-Party Beneficiaries. City and Developer hereby renounce the existence of any third-party beneficiary to this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status.

Section 12.14 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and City and that all necessary board of directors', shareholders', partners', city councils' or other approvals have been obtained.

Section 12.15 Further Actions and Instruments. Each Party to this Agreement shall cooperate with and provide reasonable assistance to the other Party and take all actions necessary to ensure that the Parties receive the benefits of this Agreement, subject to satisfaction of the conditions of this Development Agreement. Upon the request of any Party, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary under the terms of this Agreement to carry out the intent and to fulfill the provisions of this Agreement.

Section 12.16 Limitation on Liability. In no event shall: (a) any partner, officer, director, member, shareholder, employee, affiliate, manager, representative, or agent of Developer or any general partner of Developer or its general partners be personally liable for any breach of this Agreement by Developer, or for any amount which may become due to City under the terms of this Agreement; or (b) any member, officer, agent or employee of City be personally liable for any breach of this Agreement by City or for any amount which may become due to Developer under the terms of this Agreement.

Section 12.17 Indemnification and Hold Harmless. Developer shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless City and its elected and appointed officials, boards, commissions, officers, employees, contractors, agents, and representatives (individually, a "**City Party**" and, collectively, "**City Parties**") from and against any and all third party Claims**,** including Claims for any bodily injury, death, or property damage, arising during the Term, directly or indirectly from the development, construction, or operation of the Project and, if applicable, from failure to comply with the terms of this Agreement, and/or from any other

acts, omissions, negligence, or willful misconduct of Developer or any of Developer's employees, partners, members, shareholders, contractors, subcontractors, agents, or representatives (individually a "**Developer Party**" and collectively, "**Developer Parties**") under this Agreement; provided that (i) Developer's indemnity and hold harmless obligations in this Section 12.17 shall also include reasonable first party attorneys' fees and costs that may be incurred by City Parties in the defense of any third party Claims, and (ii) Developer's obligations in this Section 12.17 to indemnify and hold harmless the City Parties (but not Developer's duty to defend the City Parties) shall be limited (and shall not apply) to the extent such Claims are found to arise from the gross negligence or willful misconduct of a City Party. This Section 12.17 includes all present and future Claims arising out of or in any way connected with a Developer Parties' obligation to comply with the requirements of the Prevailing Wage Laws in accordance with Section 4.5 of this Agreement. Developer's obligations under this Section 12.17 with respect to any third party Claims accruing during the Term of this Agreement shall survive expiration or earlier termination of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the day and year first above written.

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____
Justin I. C. Murphy, City Manager
[signature must be notarized]

APPROVED AS TO FORM:

By: _____
Nira F. Doherty, City Attorney

ATTEST:

By: _____
Judi A. Herren, City Clerk

DEVELOPER:

LPGS MENLO, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____
[signature must be notarized]

By: _____
Name: _____
Title: _____
[signature must be notarized]

ACKNOWLEDGMENTS

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

* * * * * * * * * * * * * *

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same

in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

_____

(Notary Signature)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, before me,_____,
(Name of Notary)

notary public, personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
(Notary Signature)

EXHIBIT A

SITE MAP DEPICTING PROPERTY, SRI PROPERTY, BUILDINGS P, S & T PROPERTY, AND CHURCH PROPERTY

(SEE ATTACHED)

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

(SEE ATTACHED)

EXHIBIT C

CONSENT OF SRI INTERNATIONAL, A 501(C)(3) NONPROFIT SCIENTIFIC RESEARCH INSTITUTE

EXHIBIT D

CONSENT OF FIRST CHURCH OF CHRIST, SCIENTIST, MENLO PARK, CALIFORNIA, A CALIFORNIA NON-PROFIT CORPORATION

EXHIBIT E

LIST OF IMPACT FEES

(SEE ATTACHED)

EXHIBIT F

PARKLINE PHASING PLAN

(SEE ATTACHED)

EXHIBIT G

PROJECT SITE PLAN – FULL BUILDOUT

(SEE ATTACHED)

EXHIBIT H

QUIMBY ACT FEES & CREDITS

(SEE ATTACHED)

EXHIBIT I

CONCEPTUAL OPEN SPACE PLAN – PHASE 1

(SEE ATTACHED)

EXHIBIT J

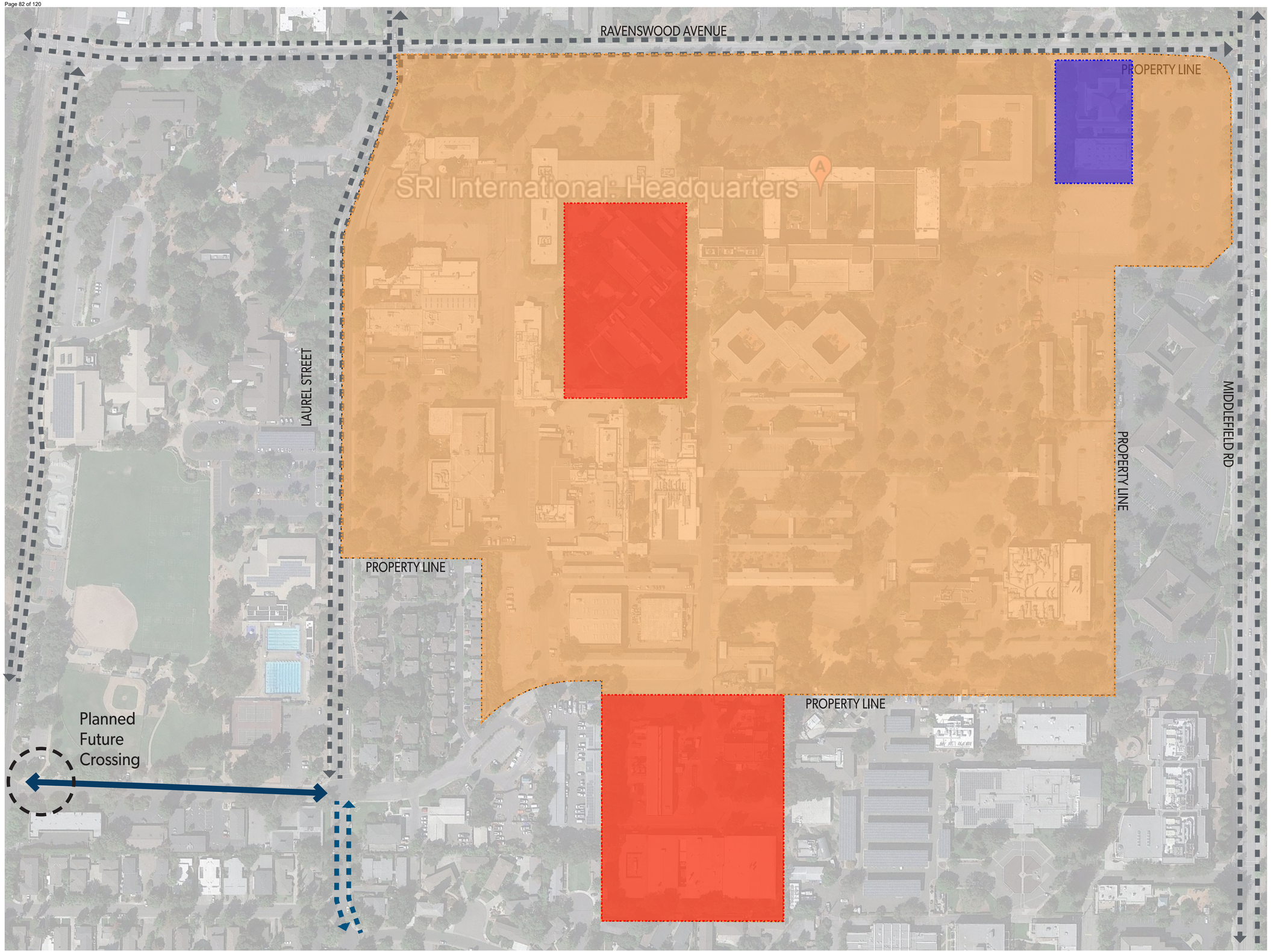
FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

(SEE ATTACHED)

EXHIBIT K

FORM OF PILOT (PAYMENT IN LIEU OF TAXES) AGREEMENT

(SEE ATTACHED)



LEGEND

- PARKLINE
- SRI RETAINED LAND
- CHURCH OF CHRIST THE SCIENTIST (201 RAVENSWOOD)

PARKLINE LANE PARTNERS SRI STUDIOS OJB KIER+WRIGHT TCA LUMA

2025.07.15

EXHIBIT A

EXHIBIT "B"
LEGAL DESCRIPTION OF PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA, BEING ALL OF LOTS 2 AND 3 AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON JULY 3, 1979 IN BOOK 47 OF MAPS AT PAGES 29 THROUGH 31, SAN MATEO COUNTY RECORDS, ALL OF PARCELS A AND C, AND A PORTION OF PARCEL B AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD ON NOVEMBER 12, 1980 IN BOOK 50 OF MAPS AT PAGES 53 THROUGH 55, SAN MATEO COUNTY RECORDS, AND ALL OF THE LAND DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED ON MAY 13, 1957 IN VOLUME 3217, PAGE 650 OF OFFICIAL RECORDS, SAN MATEO COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 2;

THENCE ALONG THE NORTHEASTERLY LINES OF SAID LOT 2, SAID LINES ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MIDDLEFIELD ROAD AS SHOWN ON SAID PARCEL MAP (BOOK 47 OF MAPS AT PAGES 29 THROUGH 31) THE FOLLOWING TWO (2) COURSES AND DISTANCES:

1. SOUTH 87° 26' 05" EAST, 77.73 FEET;
2. SOUTH 58° 15' 42" EAST, 352.93 FEET;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT OF WAY LINE, CONTINUING ALONG THE NORTHEASTERLY LINES OF SAID LOT 2 AND THE NORTHEASTERLY AND SOUTHEASTERLY LINES OF SAID PARCEL B, THE FOLLOWING THIRTEEN (13) COURSES AND DISTANCES:

1. SOUTH 04° 05' 50" EAST, 66.13 FEET;
2. SOUTH 31° 45' 00" WEST, 213.14 FEET;
3. SOUTH 58° 15' 49" EAST, 992.57 FEET;
4. SOUTH 31° 44' 22" WEST, 768.86 FEET;
5. SOUTH 58° 15' 00" EAST, 530.00 FEET;
6. SOUTH 31° 45' 00" WEST, 407.88 FEET;
7. NORTH 58° 15' 00" WEST, 139.72 FEET;
8. SOUTH 31° 45' 00" WEST, 0.66 FEET;
9. NORTH 58° 15' 00" WEST, 420.20 FEET;
10. SOUTH 31° 44' 22" WEST, 63.43 FEET;
11. ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45° 25' 33", AN ARC DISTANCE OF 237.85 FEET TO A NON-TANGENT LINE;
12. NORTH 58° 15' 00" WEST, 372.83 FEET;
13. SOUTH 31° 45' 00" WEST, 322.82 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID PARCEL B, SAID LINE ALSO BEING THE NORTHEASTERLY RIGHT OF WAY LINE OF LAUREL STREET AS SHOWN ON SAID PARCEL MAP (BOOK 50 OF MAPS AT PAGES 53 THROUGH 55);

THENCE CONTINUING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING SIX (6) COURSES AND DISTANCES:

1. NORTH 58° 14' 45" WEST, 652.22 FEET;
2. ALONG THE ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22° 35' 12", AN ARC DISTANCE OF 185.28 FEET;

3. NORTH 35° 39' 33" WEST, 166.44 FEET;
4. ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 23° 08' 07", AN ARC DISTANCE OF 133.25 FEET;
5. NORTH 58° 47' 40" WEST, 2.34 FEET;
6. ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90° 00' 50", AN ARC DISTANCE OF 31.42 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID PARCEL A, SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF RAVENSWOOD AVENUE AS SHOWN ON SAID PARCEL MAP (BOOK 50 OF MAPS AT PAGES 53 THROUGH 55);

THENCE CONTINUING ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

1. NORTH 31° 13' 10" EAST, 1689.10 FEET;
2. NORTH 35° 43' 25" EAST, 144.36 FEET;
3. ALONG THE ARC OF A 112.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14° 28' 32", AN ARC DISTANCE OF 28.30 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 64.2286 ACRES, MORE OR LESS.

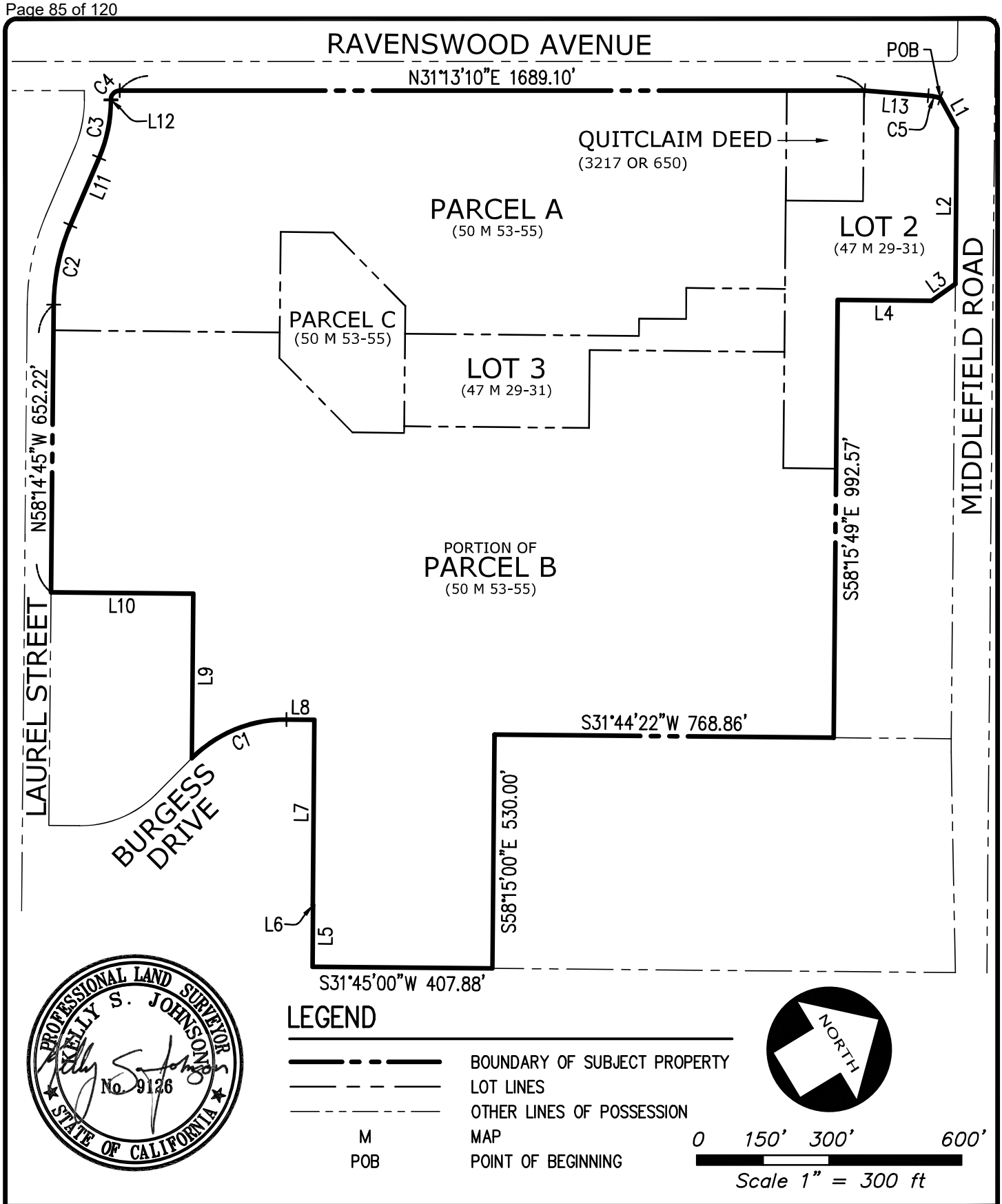
AS SHOWN ON SITE MAP ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

LEGAL DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS AND SURVEYORS, INC.

KELLY S. JOHNSON, LS 9126



8/12/2025
DATE



KIER+WRIGHT

3350 Scott Boulevard, Building 22
Santa Clara, California 95054
Phone: (408) 727-6665
www.kierwright.com

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SITE MAP

MENLO PARK, CALIFORNIA

DATE	AUG., 2025
SCALE	1" = 300'
BY	EK
JOB NO.	A20152-1
PAGE	3 OF 4

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S87°26'05"E	77.73'
L2	S58°15'42"E	352.93'
L3	S4°05'50"E	66.13'
L4	S31°45'00"W	213.14'
L5	N58°15'00"W	139.72'
L6	S31°45'00"W	0.66'
L7	N58°15'00"W	420.20'
L8	S31°44'22"W	63.43'
L9	N58°15'00"W	372.83'
L10	S31°45'00"W	322.82'
L11	S35°39'33"E	166.44'
L12	N58°47'40"W	2.34'
L13	N35°43'25"E	144.36'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	300.00'	45°25'33"	237.85'
C2	470.00'	22°35'12"	185.28'
C3	330.00'	23°08'07"	133.25'
C4	20.00'	90°00'50"	31.42'
C5	112.00'	14°28'32"	28.30'

KIER+WRIGHT
3350 Scott Boulevard, Building 22
Santa Clara, California 95054
Phone: (408) 727-6665
www.kierwright.com
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SITE MAP

MENLO PARK, CALIFORNIA

DATE	AUG., 2025
SCALE	NO SCALE
BY	EK
JOB NO.	A20152-1
PAGE	4 OF 4

EXHIBIT C

CONSENT OF SRI INTERNATIONAL

This Consent of SRI International ("**Consent**") is dated for reference purposes as of _____, 2025. SRI INTERNATIONAL, a California nonprofit public benefit corporation ("**SRI**"), has reviewed the terms and conditions of that certain Development Agreement dated as of _____, 2025, by and between LPGS MENLO, LLC, a Delaware limited liability company, and the City of Menlo Park, a California municipal corporation (the "**Development Agreement**"). The undersigned hereby confirm that the execution and delivery of this Consent has been duly authorized by SRI and that SRI hereby consents to the terms and conditions of the Development Agreement and the recordation of the Development Agreement against the property owned by SRI, as depicted on Exhibit A and more particularly described within the legal description attached as Exhibit B to the Development Agreement.

SRI:

SRI INTERNATIONAL,
a California nonprofit public benefit corporation

By: _____
Name: _____
Title: _____
_____

By: _____
Name: _____
Title: _____
_____

EXHIBIT D

CONSENT OF CHURCH CHRIST SCIENTIST

This Consent of First Church of Christ, Scientist ("**Consent**") is dated for reference purposes as of _____, 2025. First Church of Christ, Scientist, a California non-profit corporation ("**Christ Scientist Owner**"), has reviewed the terms and conditions of that certain Development Agreement dated as of _____, 2025, by and between LPGS MENLO, LLC, a Delaware limited liability company, and the City of Menlo Park, a California municipal corporation (the "**Development Agreement**"). The undersigned hereby confirm that the execution and delivery of this Consent has been duly authorized by Christ Scientist Owner and that Christ Scientist Owner hereby consents to the terms and conditions of the Development Agreement and the recordation of the Development Agreement against the property owned by Christ Scientist Owner, as depicted on Exhibit A and more particularly described within the legal description attached as Exhibit B to the Development Agreement.

CHRIST SCIENTIST OWNER:

First Church of Christ Scientist,
a California non-profit corporation

By: _____
Name: _____
Title: _____
_____

By: _____
Name: _____
Title: _____
_____

EXHIBIT E

LIST OF IMPACT FEES

1. Transportation Impact Fee (Municipal Code Chapter 13.26)
2. Building Construction Street Impact Fee
3. Below Market Rate Housing Program (Municipal Code Chapter 16.96)
4. Residential Subdivision Recreation In Lieu Fees (Municipal Code Section 15.16.020)
5. Storm Drainage Connection Fee
6. Heritage Tree Replacements and In Lieu Fee (Menlo Park Municipal Code 13.24)

EXHIBIT F

PARKLINE PHASING PLAN

The Project proposes up to 800 units of residential housing, inclusive of 646 mixed-income units across a range of product types and a land dedication to a third-party non-profit affordable housing developer for up to 154 units, and up to a total of approximately 1,000,000 square feet (SF) of non-residential office/R&D uses, inclusive of the approximately 287,000 SF in the existing Buildings P, S, and T[1] which may be replaced in the future.[2] A copy of the Conceptual Master Plan – Full Buildout of the proposed Project is attached as Exhibit G to the Development Agreement for reference purposes.

In accordance with Section 3.7 of the Development Agreement, the Project will be subject to a "point system" which will control the way in which the non-residential components of the Project are phased in connection with the implementation of the residential components. The point system assigns points upon commencement of construction, as defined below, per residential component according to the following table (note that the two townhome components, TH 1 and TH 2, each count as only a half-point):

Residential Component	Assigned Points at Commencement of Construction
R1 – 300 Multifamily Units (15% BMR)	1
R2 – 300 Multifamily Units (15% BMR)	1
TH 1 – 19 Detached Townhomes (15% BMR)	.5
TH 2 – 27 Attached Townhomes (15% BMR)	.5
R3 – 154 Affordable Multifamily Units[3] (100% BMR)	2
• **77 Units (Assuming Phased Delivery)**	1
• **77 Units (Assuming Phased Delivery)**	1

Point System Implementation

The Developer currently anticipates that the residential components would be the first phase of construction (specifically the two 300-unit multifamily buildings known as R1 and R2) and would commence prior to any of the non-residential components due to current market conditions. Given practical limitations on absorption (i.e., how many households can move into new apartments at any given time, given loading area capacity and moving logistics, etc.), R1 and R2 are expected to be staggered by at least a year. However, if market conditions change, and to provide assurances

[1] Building P comprises approximately 183,423 SF; Building S comprises approximately 21,241 SF; Building T comprises approximately 82,066 SF.

[2] The Project also proposes an approximately 40,000 SF amenity building which would include a public-facing food and beverage component as well as amenity space for tenants which is not factored into this phasing exhibit because it would serve the community and also not be inducing new office/R&D workers.

[3] For purposes of R3, which is the land dedication to a non-profit affordable housing developer, it is assumed that the 100% affordable Residential Component of the Project could be implemented in two phases for financing reasons, with half of the units delivered as part of an initial phase and the second half of the units delivered in a later phase. Actual phasing will depend on the future financing strategy as determined by the non-profit affordable housing developer.

EXHIBIT F

that meaningful amounts of residential units are delivered first and generally before delivery of non-residential space, the Developer is willing to commit to the following sequencing (or "metering") for the non-residential square footage:

Building Permit Issuance for Non-Residential Component	Required Number of Points	Illustrative Example
1-250,000 SF of New Non-Residential	Requires 1 point	Building permit has been issued for R1 ***or*** R2.
250,001-500,000 SF of New Non-Residential	Requires 2 points	Building permits have been issued for R1 ***and*** R2.
500,001-750,000 SF of New Non-Residential	Requires 3 points and TCO[4] for one residential component and roof framing complete for one residential component.	R1 has achieved TCO (i.e., R1 is substantially complete and can be occupied), roof framing has been completed for R2 , ***and*** building permits have been issued for TH 1 and TH 2; ***OR*** R1 has achieved TCO (i.e., R1 is substantially complete and can be occupied) ***and*** building permits have been issued for R2 and at least 77 units on the 100% affordable site (R3).
750,001-1,000,000 SF of New Non-Residential	Requires 5 points and TCO for three residential components and roof framing complete for one residential component.	R1, R2 and TH-1 have achieved TCO ***and*** building permits have been issued for all residential components including all units on the 100% affordable site (R3) with at least 77 units complete to roof framing.

The examples generally assume a scenario in which R1 and R2 commence first, and the 100% affordable building occurs last, but that is only for illustration purposes. If all 154 units in the 100% affordable building commence first, that would unlock 2 points and enable up to 500,000 SF of non-residential buildings to break ground. For financing reasons, it is not possible to withhold occupancy for non-residential buildings pending the residential buildings hitting certain milestones, so assurances regarding completion (i.e., TCO) are instead tied to when subsequent phases of non-residential construction can begin.

[4] TCO means temporary certificate of occupancy as issued by the City's building department.

EXHIBIT F

Notwithstanding the table above, in the event Developer proposes to construct all of the available non-residential square footage of 713,000 SF, with existing Buildings P, S and T remaining, then 4 points are required, along with the issuance of a TCO for one residential component and roof framing complete for one additional residential component.

One Time Exception for Delivery of Non-Residential Lease

In addition, given the importance of the non-residential component to the overall financial feasibility of the Project, which will require new infrastructure, open space, community benefits, and other major investments across a 64-acre site, the Developer needs assurances that if they are able to enter into a lease with a tenant for office/R&D space who needs a certain amount of space, provided a certain condition is met, then the Developer will be able to commence construction on additional non-residential square footage by providing an executed lease to the City.

Provided the Project has achieved at least two points, which unlocks up to 500,000 SF of commercial space, if the Developer furnishes to City a copy of a fully executed lease, which may have confidential business terms redacted, demonstrating the need for more commercial square footage than it has secured the right to construct in order to accommodate the tenant's requirements, then a one-time exception will be made to allow construction of up to an additional 250,000 SF than it has secured the right to.

Additional Clarifications

Developer shall be allowed to incrementally adjust the number of residential units within a residential building or parcel up to a fixed amount of 5% with the City Manager's consent. With respect to residential units, the most likely situation in which minor deviations are required is to addresses "field" constraints (i.e., deviations that are required once construction starts due to, for example, the need to adjust building footprint in order to accommodate preserving a specific tree, which cannot be fully known until after excavation begins). For purposes of this Phasing Plan, the terms "commence construction" or "commencement of construction" shall mean (i) for the multifamily buildings the issuance of a building permit by City for vertical improvements, mobilization of construction equipment and workers on-site, and commencement of actual vertical construction thereon (i.e., not just pouring slabs and foundations) under such permit, and (ii) for the detached and attached townhome units, issuance of building permits by City.

EXHIBIT G

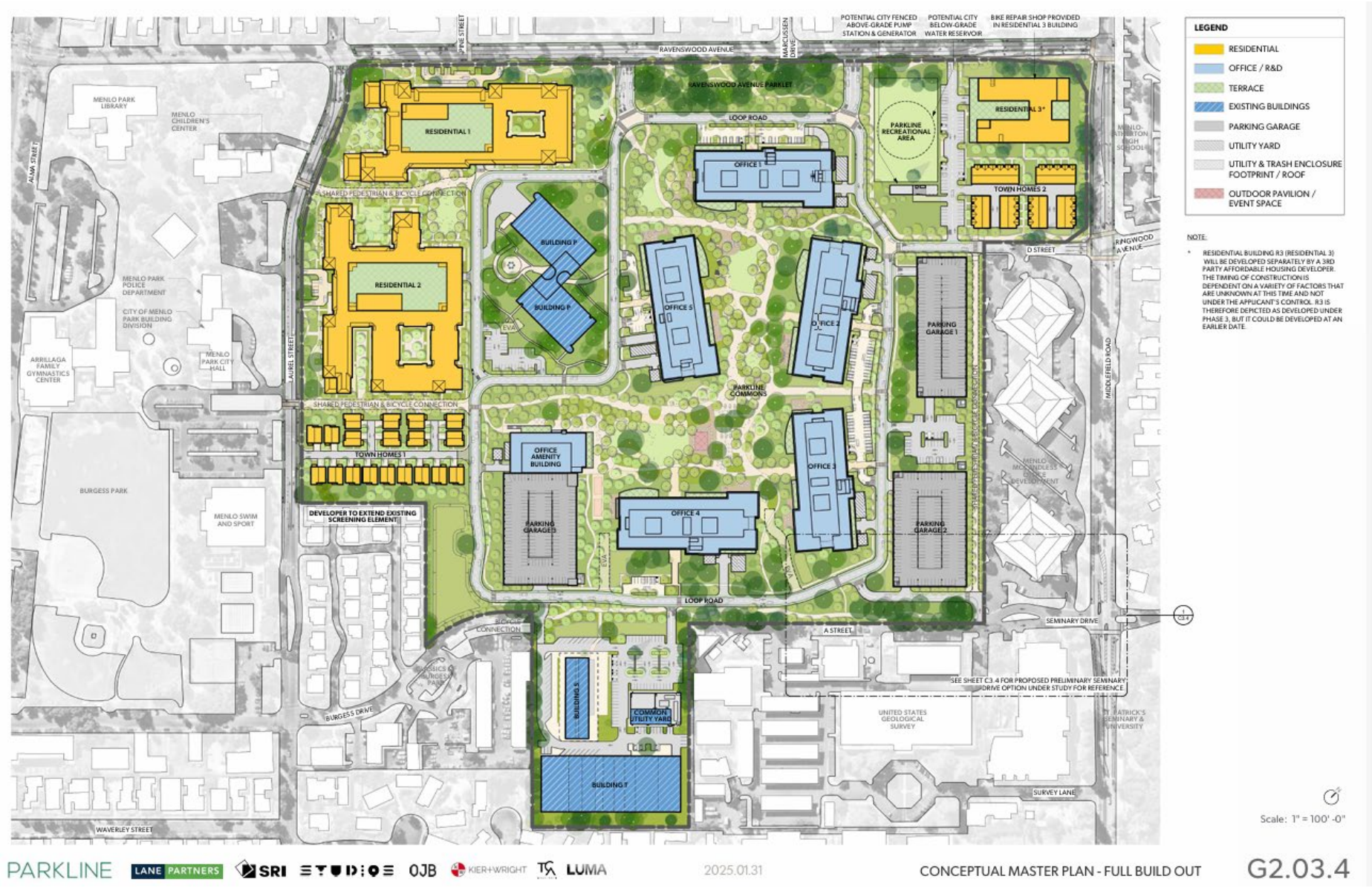

POTENTIAL CITY FENCED ABOVE-GRADE PUMP STATION & GENERATOR
POTENTIAL CITY BELOW-GRADE WATER RESERVOIR
BIKE REPAIR SHOP PROVIDED IN RESIDENTIAL 3 BUILDING
PINE STREET
RAVENSWOOD AVENUE
MARCUSSEN DRIVE
RAVENSWOOD AVENUE PARKLET
LOOP ROAD
PARKLINE RECREATIONAL AREA
RESIDENTIAL 3*
TOWN HOMES 2
RESIDENTIAL 1
OFFICE 1
MENLO PARK LIBRARY
MENLO CHILDREN'S CENTER
ALMA STREET
SHARED PEDESTRIAN & BICYCLE CONNECTION
BUILDING P
BUILDING P
RESIDENTIAL 2
OFFICE 5
OFFICE 2
PARKING GARAGE 1
D STREET
RINGWOOD AVENUE
MENLO PARK POLICE DEPARTMENT
CITY OF MENLO PARK BUILDING DIVISION
EVA
ARRILLAGA FAMILY GYMNASTICS CENTER
MENLO PARK CITY HALL
LAUREL STREET
PARKLINE COMMONS
MIDDLEFIELD ROAD
SHARED PEDESTRIAN & BICYCLE CONNECTION
TOWN HOMES 1
OFFICE AMENITY BUILDING
OFFICE 3
BURGESS PARK
MENLO SWIM AND SPORT
DEVELOPER TO EXTEND EXISTING SCREENING ELEMENT
PARKING GARAGES
OFFICE 4
PARKING GARAGE 2
EVA
LOOP ROAD
SEMINARY DRIVE
A STREET
BICYCLE CONNECTION
SEE SHEET C3.4 FOR PROPOSED PRELIMINARY SEMINARY DRIVE OPTION UNDER STUDY FOR REFERENCE
BURGESS DRIVE
BUILDING S
COMMON UTILITY YARD
UNITED STATES GEOLOGICAL SURVEY
BUILDING T
SURVEY LANE
WAVERLEY STREET
LEGEND
RESIDENTIAL
OFFICE / R&D
TERRACE
EXISTING BUILDINGS
PARKING GARAGE
UTILITY YARD
UTILITY & TRASH ENCLOSURE FOOTPRINT / ROOF
OUTDOOR PAVILION / EVENT SPACE
NOTE:
* RESIDENTIAL BUILDING R3 (RESIDENTIAL 3) WILL BE DEVELOPED SEPARATELY BY A 3RD PARTY AFFORDABLE HOUSING DEVELOPER. THE TIMING OF CONSTRUCTION IS DEPENDENT ON A VARIETY OF FACTORS THAT ARE UNKNOWN AT THIS TIME AND NOT UNDER THE APPLICANT'S CONTROL. R3 IS THEREFORE DEPICTED AS DEVELOPED UNDER PHASE 3, BUT IT COULD BE DEVELOPED AT AN EARLIER DATE.
Scale: 1" = 100'-0"
PARKLINE
LANE PARTNERS
SRI
STUDIOS
OJB
KIER+WRIGHT
TCA
LUMA
2025.01.31
CONCEPTUAL MASTER PLAN - FULL BUILD OUT
G2.03.4

EXHIBIT H

Quimby Act Fee & Credits

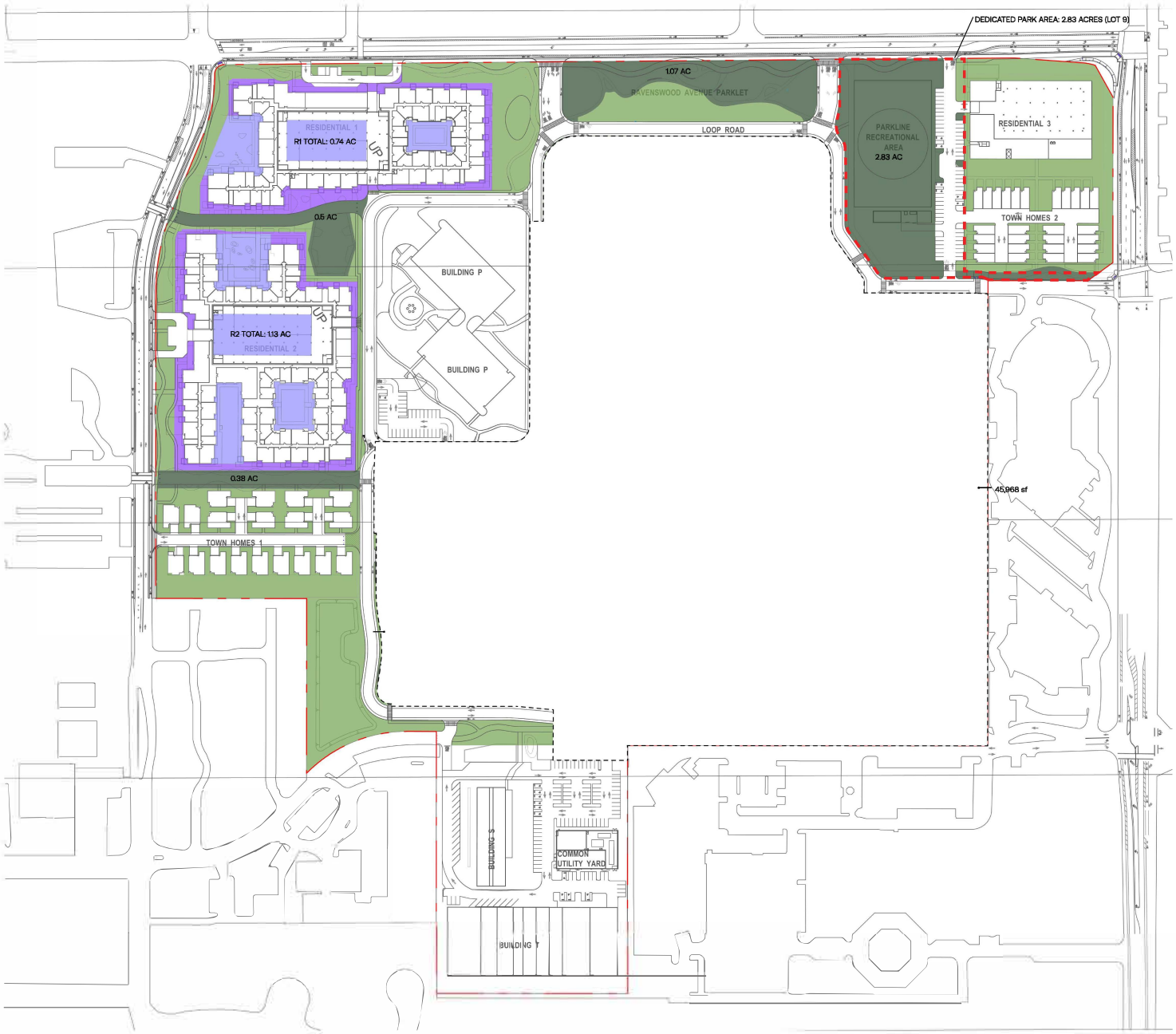
Unit Type	Number of units	Rate	Fee
100% Affordable Units (R3-Lot 7)	154	$ -	$ -
Detached TH Unit (Lot 10)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 11)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 12)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 13)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 14)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 15)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 16)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 17)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 18)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 19)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 20)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 21)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 22)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 23)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 24)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 25)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 26)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 27)	1	$ 127,000	$ 127,000
Detached TH Unit (Lot 28)	1	$ 127,000	$ 127,000
Attached TH Units (Lot 8)	27	$ 78,400	$ 2,116,800
Apartment (R1-Lot 4)	300	$ 78,400	$ 23,520,000
Apartment (R2-Lot 5)	300	$ 78,400	$ 23,520,000

Credit Against R1 and R2	Acre/Unit	Rate	Value
Public Park Parcel Dedication *	2.65	$ 11,800,000	$ 31,270,000
POPA Easement Agreement **	1.95	$ 5,900,000.0	$ 11,505,000
Park Funding Contribution***	1	$ 4,700,000.0	$ 4,700,000

Credit Against R3
R3 Land Dedication: Section 5.1 C of Development Agreement
R3 Affordable Housing Covenant: Section 4.1 B of Development Agreement

*Public Park Dedication Value: $11.8M per acre.
**POPA Easement Agreement Value: 50% of $11.8M per acre.
***Combined amount set forth in Section 4.2 of Development Agreement.

EXHIBIT I



OPEN SPACE LEGEND

PUBLICLY ACCESSIBLE OPEN SPACE = 4.78 AC

PRIVATE RESIDENTIAL OPEN SPACE = 1.87

TOTAL DEDICATED OPEN SPACE = 6.65 AC

1" = 100'

PARKLINE LANE PARTNERS SRI STUDIOS OJB KIER+WRIGHT TCA LUMA

2025.04.04

CONCEPTUAL OPEN SPACE PLAN - PHASE 1

EXHIBIT J

Recording Requested by and
When Recorded Return to:

_____
_____
_____
_____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
DEVELOPMENT AGREEMENT
PARKLINE MASTER PLAN PROJECT

THIS PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT ("**Agreement**") is made and entered into as of _____, 20__, by and between LPGS MENLO, LLC, a Delaware limited liability company ("**Assignor**"), and _____, a _____ company ("**Assignee**").

RECITALS

A. Assignor [*owns that real property* **or** *controls, pursuant to a ground lease, that real property*] located in the City of Menlo Park, County of San Mateo, State of California, and more particularly described in Exhibit A attached hereto (the "**Property**").

B. On the date hereof, Assignee is acquiring [*fee title* **or** *control of the ground lease*] that portion of the Property more particularly described in Exhibit B attached hereto (the "**Assigned Property**").

C. The City of Menlo Park, a California municipal corporation ("**City**") and Assignor entered into that certain Development Agreement (the "**Development Agreement**"), dated as of _____, 202_ and recorded against the Property on _____, 202_ as Instrument No. _____ in the official records of the Office of the San Mateo County Recorder (the "**Official Records**").

D. Assignor desires to assign to Assignee all of Assignor's rights, duties and obligations under the Development Agreement with respect to the Assigned Property only, excluding Assignor's obligations with respect to the items specified in Exhibit C attached hereto (the "**Assignor Retained Obligations**") for which Assignor remains responsible, (the "**Assigned Rights and Obligations**"). Assignee desires to accept and assume Assigned Rights and Obligations under the Development Agreement with respect to the Assigned Property, such assignment and assumption to be effective on the Effective Date (as defined in Section 1.3 below).

NOW THEREFORE, in consideration of these promises, and of the agreements, covenants and conditions contained in this Agreement and other good and valuable consideration, the parties agree as follows:

EXHIBIT J

1. ASSIGNMENT AND ASSUMPTION OF THE ASSIGNED PROPERTY RIGHTS AND OBLIGATIONS

1.1 Assignment. Assignor assigns to Assignee, as of the Effective Date (as defined in Section 1.3 below), all of Assignor's rights, title and interest in and to the Assigned Rights and Obligations.

1.2 Assumption. As of the Effective Date, Assignee accepts Assignor's assignment of and assumes the Assigned Rights and Obligations. From and after the Effective Date, Assignee shall keep and perform all covenants, conditions and provisions of the Development Agreement relating to the Assigned Property.

1.3 Effective Date. For purposes of this Agreement, the "Effective Date" shall be the later to occur of (1) the date on which the deed from Assignor to Assignee for the Assigned Property is recorded in the Official Records; or (2) the date of the execution of this Agreement by all parties; provided, however, that this Agreement shall have no force and effect without the written approval of the City, as evidenced by the full execution by the City's representatives of the form entitled City of Menlo Park's Consent, attached hereto as Exhibit D.

1.4 Phasing. Nothing in this Agreement shall be deemed to relieve any party of the timing obligations established in Exhibit F to the Development Agreement.

2. RIGHTS AND REMEDIES

2.1 Assignor's Release; No Assignor Liability or Default for Assignee Breach. Pursuant to Section 10.1 of the Development Agreement, Assignor shall be released from the Development Agreement with respect to the Assigned Property and the Assigned Rights and Obligations as of the Effective Date. Any default or breach by Assignee under the Development Agreement following the Effective Date with respect to the Assigned Property or the Assigned Rights and Obligations ("**Assignee Breach**") shall not constitute a breach or default by Assignor under the Development Agreement and shall not result in (a) any remedies imposed against Assignor, or (b) modification or termination of the Development Agreement with respect to that portion of the Property retained by Assignor after the conveyance of the Assigned Property, if any (the "**Assignor Property**").

2.2 No Assignee Liability or Default for Assignor Breach. As of the Effective Date, any default or breach by Assignor under the Development Agreement prior to or after the Effective Date ("**Assignor Breach**"), shall not constitute a breach or default by Assignee under the Development Agreement, and shall not result in (a) any remedies imposed against Assignee, including without limitation any remedies authorized in the Development Agreement, or (b) modification or termination of the Development Agreement with respect to the Assigned Property.

EXHIBIT J

3. PERIODIC REVIEW OF COMPLIANCE

3,1 Assignor Responsibilities. Assignor shall participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to the Assignor Property and Assignor Retained Obligations, and Assignee shall have no responsibility therefor.

3.2 Assignee Responsibilities. Assignee shall participate in the annual review of the Development Agreement conducted pursuant to Section 65865.1 of the California Government Code with respect to the Assigned Property and the Assigned Rights and Obligations, and Assignor shall have no responsibility therefor.

4. AMENDMENT OF THE DEVELOPMENT AGREEMENT

4.1 Assignor. Assignor shall not request, process or consent to any amendment to the Development Agreement that would affect the Assigned Property or the Assigned Rights and Obligations without Assignee's prior written consent, which consent shall not be withheld unreasonably. The foregoing notwithstanding, Assignor may process any amendment that does not affect the Assigned Property, and, if necessary, Assignee shall consent thereto and execute all documents necessary to accomplish said amendment, provided that said amendment does not adversely affect the Assigned Property or any Assigned Rights and Obligations pursuant to the Development Agreement.

4.2 Assignee. Assignee shall not request, process or consent to any amendment to the Development Agreement that would affect the Assignor Property or the Assignor's remaining rights and obligations pursuant to the Development Agreement without Assignor's prior written consent, which consent shall not be withheld unreasonably. The foregoing notwithstanding, Assignee may process any amendment that does not affect the Assignor Property or any of Assignor's remaining rights and obligations pursuant to the Development Agreement, and, if necessary, Assignor shall consent thereto and execute all documents necessary to accomplish said amendment.

5. GENERAL PROVISIONS

5.1 Notices. All notices, invoices and other communications required or permitted under this Agreement shall be made in writing, and shall be delivered either personally (including by private courier) or by nationally recognized overnight courier service to the following addresses, or to such other addresses as the parties may designate in writing from time to time:

If to Assignee:

with copies to:

If to Assignor:

with copies to:

Notices personally delivered shall be deemed received upon delivery. Notices delivered by courier service as provided above shall be deemed received twenty-four (24) hours after the date of deposit. From and after the Effective Date and until further written notice from Assignee to the City pursuant to the terms of the Development Agreement, Assignee hereby designates as its notice address for notices sent by the City pursuant to Section 12.5 of the Development Agreement, the notice address set forth above.

5.2 Estoppel Certificates. Within ten (10) days after receipt of a written request from time to time, either party shall execute and deliver to the other, or to an auditor or prospective lender or purchaser, a written statement certifying to that party's actual knowledge: (a) that the Development Agreement is unmodified and in full force and effect (or, if there have been modifications, that the Development Agreement is in full force and effect, and stating the date and nature of such modifications); (b) that there are no current defaults under the Development Agreement by the City and either Assignor or Assignee, as the case may be (or, if defaults are asserted, so describing with reasonable specificity) and that there are no conditions which, with the passage of time or the giving of notice, or both, would constitute a default; (c) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, and stating the date and nature of such modifications); and (d) such other matters as may be reasonably requested.

5.3 Attorneys' Fees. In the event of any legal or equitable proceeding in connection with this Agreement, the prevailing party in such proceeding shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees, costs and disbursements paid or incurred in good faith at the arbitration, pre-trial, trial and appellate levels, and in enforcing any award or judgment granted pursuant thereto.

5.4 No Waiver. No delay or omission by either party in exercising any right, remedy, election or option accruing upon the noncompliance or failure of performance by the other party under the provisions of this Agreement shall constitute an impairment or waiver of any such right, remedy, election or option. No alleged waiver shall be valid or effective unless it is set forth in a writing executed by the party against whom the waiver is claimed. A waiver by either party of any of the covenants, conditions or obligations to be performed by the other party shall not be construed as a waiver of any subsequent breach of the same or any other covenants,

conditions or obligations.

5.5 Amendment. This Agreement may be amended only by a written agreement signed by both Assignor and Assignee, and subject to obtaining the City's consent.

5.6 Successors and Assigns. This Agreement runs with the land and shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

5.7 No Joint Venture. Nothing contained herein shall be construed as creating a joint venture, agency, or any other relationship between the parties hereto other than that of assignor and assignee.

5.8 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the full extent permitted by law; provided that, if the invalidation or unenforceability would deprive either Assignor or Assignee of material benefits derived from this Agreement or make performance under this Agreement unreasonably difficult, then Assignor and Assignee shall meet and confer and shall make good faith efforts to modify this Agreement in a manner that is acceptable to Assignor, Assignee and the City.

5.9 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, and venue for any proceeding related to this Agreement shall be in the San Mateo County Superior Court.

5.10 Third-Party Beneficiaries. Assignor and Assignee acknowledge that the City is a third-party beneficiary of the terms and conditions of this Agreement to the extent necessary for City to enforce the terms and conditions of the Development Agreement. This Agreement shall not be deemed or construed to confer any rights, title or interest, including without limitation any third-party beneficiary status or right to enforce any provision of this Agreement, upon any person or entity other than Assignor, Assignee and the City.

5.11 Time of the Essence. Time is of the essence in the performance by each party of its obligations under this Agreement.

5.12 Authority. Each party represents that the individuals executing this Agreement on behalf of such party have the authority to bind his or her respective party to the performance of its obligations hereunder and that all necessary board of directors', shareholders', partners' and other approvals have been obtained.

5.13 Term. The term of this Agreement shall commence on the Effective Date and shall expire upon the expiration or earlier termination of the Development Agreement, subject to any obligations under the Development Agreement that expressly survive the expiration or termination of the Development Agreement. Upon the expiration or earlier termination of this Agreement, the parties shall have no further rights or obligations hereunder, except with respect to any obligation to have been performed prior to such expiration or termination or with respect to any default in the performance of the provisions of this Agreement which occurred prior to such expiration or termination or with respect to any obligations which are specifically set forth as surviving this Agreement or the Development Agreement.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

5.15 Default. Any failure by either party to perform any material term or provision of this Agreement shall constitute a default (a) if such defaulting party does not cure such failure within thirty (30) days following written notice of default from the other party, where such failure is of a nature that can be cured within such thirty (30) day period, or (b) if such default is not of a nature that can be cured within such thirty (30) day period, if the defaulting party does not within such thirty (30) day period commerce substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence the curing of such failure. Any notice of default given hereunder shall be given in the same manner as provided in Section 5.1 hereof and shall specify in detail the nature of the failures in performance that the noticing party claims and the manner in which such failure can be satisfactorily cured.

[remainder of page left intentionally blank – signature pages follow]

EXHIBIT J

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement by proper persons thereunto duly authorized, to be effective as of the Effective Date.

"Assignor"

LPGS MENLO, LLC,

a Delaware limited liability company

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

"Assignee"

_____,
a _____company

By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

EXHIBIT J

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT J

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, 20__ before me, _____
Notary Public (insert name and title of the officer),

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

[Seal]

EXHIBIT J

EXHIBIT A
Description of the Property
(Attached)

EXHIBIT J

EXHIBIT B
Description of the Assigned Property
(Attached)

EXHIBIT J

EXHIBIT C
List of Assignor Retained Obligations
(Attached)

EXHIBIT D
CONSENT OF CITY OF MENLO PARK

The City of Menlo Park hereby consents to the assignment and assumption of the Assigned Rights and Obligations as set forth in this Agreement and agrees to the terms and conditions set forth herein.

CITY OF MENLO PARK,
a California Municipal corporation

By: _____
_____
_____

EXHIBIT K

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: City of Menlo Park 701 Laurel St. Menlo Park, CA 94025 Attention: City Clerk Record for the Benefit of The City of Menlo Park Pursuant to Government Code Section 27383	

Space Reserved for Recorder's Use Only

PAYMENT IN LIEU OF TAXES AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT

This PAYMENT IN LIEU OF TAXES AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANT ("**PILOT Agreement**"), dated as of _____, 20__ ("**Effective Date**"), is made and entered into by and among [, a _____ ("**Covenantor**")][1], and the CITY OF MENLO PARK, a California municipal corporation ("**City**").

RECITALS

A. SRI International, a California nonprofit public benefit corporation ("**SRI**"), owns real property commonly known as 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Numbers 062-390-660; 062-390-670; 062-390-730; 062-390-760; and 062-390-780 (the "**SRI Property**").

B. The First Church of Christ, Scientist, Menlo Park, a California non-profit corporation ("**Church Owner**") owns real property adjacent to the SRI Property commonly known as 201 Ravenswood Avenue in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Number 062-390-050 (the "**Church Property**").

C. Covenantor has entered into that certain Ground Lease Option Agreement dated December 10, 2021 ("**Ground Lease Option**"), with SRI regarding the SRI Property, inclusive of a portion of the SRI Property comprising existing Buildings P, S and T (the "**Buildings P, S and T Property**"), located on APN 062-390-730 and a portion of APN 062-390-780, which SRI will continue to utilize.

[1] NTD: If LPGS is a ground lessee at the time this agreement is to be entered into, then LPGS will obtain the ground lessor's (fee owner's) consent to this agreement and its acknowledgment that the agreement binds the fee interest. If, instead of being a ground lessee, LPGS has fee title to the land, then other changes to this Agreement (e.g., the recitals) will be necessary to reflect LPGS as fee owner.

D. LPGS 201 Ravenswood, LLC, a Delaware limited liability company ("**LPGS 201**"), an affiliate of Covenantor, has entered into that certain Purchase and Sale Agreement, dated January 30, 2024 (the "**Purchase Agreement**"), with Church Owner regarding the Church Property.

E. The SRI Property, inclusive of the Buildings P, S and T Property, and Church Property shall be referred to herein collectively as the "**Property**".

F. This Agreement concerns: (i) the SRI Property, owned by SRI, subject to the Ground Lease Option between SRI and Covenantor, and therefore Covenantor has an equitable interest in the SRI Property; and (ii) the Church Property, located adjacent to the SRI Property, owned by Church Owner, subject to the Purchase Agreement between Church Owner and LPGS 201, an affiliate entity that Covenantor controls, and therefore Covenantor has an equitable interest in the Church Property.

G. Covenantor applied to City requesting an amendment to the General Plan ("General Plan") land use element and General Plan land use map, amendment to the zoning ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, amendment to the zoning map to apply the newly added C-1-S zoning to the Property, rezoning the Property to add a Conditional Development ("X") Combining District, and approval of a conditional development permit ("CDP"), below market rate ("BMR") housing agreement, vesting tentative map ("VTM") to subdivide the Property into thirty seven (37) separate legal parcels, and Development Agreement, to redevelop the Property with: (i) construction of office/R&D buildings of approximately 1,000,000 SF, inclusive of approximately 287,000 SF in existing Buildings P, S and T, which may be replaced in the future as a Modified Project Approval, defined herein, and up to 45,000 SF of commercial/retail space to replace 35 buildings of approximately 1,093,602 SF on the Ground Lease Property to be demolished, along with demolition of a church and associated facilities on the Church Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; (iii) provision of parking spaces (surface spaces and within no more than three parking garages) in accordance with the ratios provided in the Zoning Amendments defined in Recital L.3, below; (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) removal of heritage trees and planting of replacement trees; and (vi) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "**Project**").

E. The City has taken the following actions in connection with development of the Project on the Property (the "**Project Approvals**").

1. Certification of the Project EIR as adequate under CEQA and adoption of a Mitigation Monitoring and Reporting Program for implementation of mitigation measures specified in the Project EIR (the "**Project MMRP**"), by Resolution No. _____, adopted by the City Council on _____, 2025.

2. Approval of amendments to the Menlo Park General Plan Land Use Element and Land Use Map to provide for residential use as proposed for the Project, by Resolution No. _____, adopted by the City Council on _____, 2025 ("**General Plan Amendment**").

3. Approval of Ordinance No. _____ adopted by the City Council on _____, 2025, thereby enacting and authorizing the following (collectively, (i), (ii), (iii) and (iv) below, the "**Zoning Amendments**"):

(i) an amendment to the Menlo Park Zoning Ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district;

(ii) an amendment to the Menlo Park Zoning Map to apply the newly added C-1-S zoning to the Property to allow the land uses proposed for the Project;

(iii) an amendment to the Menlo Park Zoning Map to rezone the Property to add a Conditional Development ("X") Combining District for the Project; and

(iv) a Conditional Development Permit No. _____ to authorize the Parkline Master Plan Project (the "**Parkline CDP**"), together with the Parkline Design Guidelines ("**Parkline Guidelines**") and associated conditions of approval ("**Parkline CDP Conditions**").

4. Approval of Vesting Tentative Map No. _____ to merge and re-subdivide existing parcels on the Property, approve dedication of public rights-of-way, parklands and open space and utility easements, and allow filing of multiple final maps for the Project, by Resolution No. _____, adopted by the City Council on _____, 2025 ("**Parkline VTM**"), together with associated conditions of approval ("**Parkline VTM Conditions**").

5. Approval of the Parkline Project Wide Affordable Housing Agreement specifying terms for Covenantor to provide onsite reduced-cost housing units, by Resolution No. ____, adopted by the City Council on _____, 2025 ("**BMR Agreement**").

6. Approval of the Development Agreement (the "**Development Agreement**") by Ordinance No. ___, adopted by the City Council on _____, 2025 ("**Enacting Ordinance**").

H. In consideration of the benefits conferred to Covenantor and its successors and assigns under the Project Approvals, Covenantor has agreed, pursuant to Section 5.3 of the Development Agreement, concurrent with and immediately following the execution and recording of a final subdivision map of the Property creating the parcel of real property more particularly described in the legal description attached hereto as Exhibit A (the "**Covenant Parcel**"), should Covenantor, or any of its operators or lessees or its and their successors or assigns obtain a tax exemption for the Covenant Parcel or any portion thereof, subject to certain exceptions, Covenantor or its successor-in-interest shall make payments in lieu of property taxes to the City, all as set forth herein.

I. Covenantor and City have agreed to execute and record this PILOT Agreement in order to bind Covenantor and its successors and assigns to the property tax exemption and in lieu payment obligations, as more particularly set forth herein.

J. The intent and purpose of this PILOT Agreement is to ensure that the Covenant Parcel shall be conveyed, hypothecated and encumbered, subject to the obligations provided for herein and in accordance with the Development Agreement, to ensure that the City will not suffer any loss of its share of property tax revenues that are used to deliver services to the Covenant Parcel, therefore benefitting the City and Covenantor.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Covenantor on behalf of itself and its heirs, executors, successors, assigns and each successor in interest hereby covenants and agrees as follows:

1. In the event Covenantor or any of its operators or lessees or its and their successors or assigns applies for and is granted an exemption from the imposition of real property taxes for the Covenant Parcel or any portion thereof pursuant to California Constitution Article XIII, §§ 3, 4 or 5, or provisions of the California Revenue and Taxation Code, or any successor provision, or any other exemption from the payment of real or personal property taxes of any nature (the "**Exemptions**"), except to the extent (i) precluded by Section 214.06 of the California Revenue and Taxation Code or Applicable Law, (ii) the Exemption relates to Improvements, as defined in the Development Agreement, constructed on the Covenant Parcel which comprise up to 227,000 SF of new non-residential space subject to a lease agreement between Covenantor and SRI or an SRI Affiliate, as defined in the Development Agreement, , a fully executed, un-redacted, copy of which must be provided to City, and SRI or an SRI Affiliate thereafter secures an Exemption, or (iii) the Exemption is granted in accordance with Section 218 of the California Revenue and Taxation Code, then Covenantor shall pay annually to the City, a payment in lieu of taxes (the "**PILOT**") in an amount equal to the portion of the real and personal property tax levy the City would have received for the Covenant Parcel but for the Exemptions based on the assessed value of the Covenant Parcel as determined by the San Mateo County Assessor's Office and as increased annually by the amount permitted under the provisions of Article XIIIA, Section 2, of the California Constitution. The amount of the PILOT shall be determined by the City in consultation with the San Mateo County Assessor's Office. If Covenantor disputes the City's determination, Covenantor must pay the full invoiced amount, and may thereafter seek administrative review by the City. If that administrative review does not resolve the dispute, then Covenantor may seek a refund in accordance with Chapter 1.32 of the Menlo Park Municipal Code. If the City determines, or a court or neutral arbiter determines, that the amount paid exceeds the actual PILOT due, City shall refund the overpaid amount.

2. The PILOT, if applicable, shall be payable on the date that the second installment of property taxes would otherwise have been due and payable for the Covenant Parcel. Any PILOT which is not paid when due shall accrue interest at the lesser of ten percent (10%) per annum or the highest rate allowed by applicable law.

3. The covenants contained in this PILOT Agreement shall remain in effect in perpetuity; any successor of Covenantor to the Covenant Parcel shall be bound by the covenants, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

4. Failure by Covenantor or its successors or assigns to perform its or their obligations hereunder shall constitute a default under this PILOT Agreement and the Development Agreement, and City may institute legal action to cure, correct or remedy such default, to recover damages for such default or to obtain any other remedy whether at law or in equity, consistent with the purpose of this PILOT Agreement.

5. City is deemed the beneficiary of the terms and provisions of this PILOT Agreement and of the covenants running with the land, for and in their own right and for the purposes of protecting the interests of the community and other parties, public or private, in whose favor and for whose benefit this PILOT Agreement and the covenants running with the land have been provided, without regard to whether City has been, remains or is an owner of any land or interest therein in the Covenant Parcel or Project. City, shall have the right, if this PILOT Agreement or covenants are breached, to exercise all rights and remedies, and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breaches to which it or any other beneficiaries of this PILOT Agreement and covenants may be entitled.

6. Any notice, demand or request which may be permitted, required or desired to be given in connection herewith shall be given in writing and directed to the City and Covenantor as follows:

If to the City,:	City of Menlo Park 701 Laurel St. Menlo Park, CA 94025 Attention: City Manager
with a copy to:	City of Menlo Park 701 Laurel St. Menlo Park, CA 94025 Attention: City Attorney
If to Covenantor:	XXX
with a copy to:	XXX

Notices to be deemed effective if delivered by certified mail, return receipt requested, commercial courier or by facsimile, with delivery to be effective upon verification of receipt. Any party may change its respective address for notices by providing written notice of such change to the other party.

7. This PILOT Agreement, including the Recitals (which are hereby incorporated by reference), contains the entire agreement between the parties with respect to the subject matter hereof and supersedes whatever oral or written understanding they may have had prior to the execution of this PILOT Agreement and the Development Agreement. No waiver, alteration, modification, or termination of this PILOT Agreement shall be valid unless made in writing and signed by the authorized parties hereof.

8. No waiver of any provision of this PILOT Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

9. This PILOT Agreement shall be deemed to be jointly prepared by all parties hereto, and any ambiguities or uncertainties herein shall not be construed for or against either of the parties hereto. The words "including," "included," "include" and words of similar import shall be not be interpreted as words of exclusion but shall instead be interpreted as though followed by the words "but not limited to" or "without limitation." No waiver by City of any breach or default of any provision of this PILOT Agreement shall be deemed a waiver of any other provision hereof or of any subsequent breach or default by Covenantor of the same or any other provision. The invalidity of any provision of this PILOT Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

10. The parties represent and warrant that each has the full right, power and authority to carry out its obligations under this PILOT Agreement. The individuals executing this PILOT Agreement on behalf of the parties represent and warrant that they have full power and authority to execute and deliver this PILOT Agreement on behalf of such party.

11. All provisions of this PILOT Agreement, including the benefits and burdens, are equitable servitudes, run with the Covenant Parcel and are binding upon the heirs, executors, successors, assigns and personal representatives of Covenantor and inure to the benefit of City and its and their successors and assigns. Each and every contract, deed or other instrument covering, conveying or otherwise transferring the Covenant Parcel or any portion thereof or interest therein shall conclusively be held to have been executed, delivered and accepted subject to this PILOT Agreement.

12. The City and the public are the intended beneficiaries of this PILOT Agreement, and the City shall have the sole and exclusive power to enforce this PILOT Agreement. This PILOT Agreement shall not be deemed to create any third-party beneficiary rights for any person or entity. It is intended that the City may enforce this PILOT Agreement, on its own behalf or on behalf of the public, in order to implement the provisions of the Development Agreement. No other person or persons, other than the City and the Covenantor and their assigns and successors, shall have any right of action hereon.

13. In the event any action is brought by any party hereto as against another party hereto for the enforcement or declaration of any right or remedy in or under this PILOT Agreement or for the breach of any covenant or condition hereof, the prevailing party shall be

entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court therein including, but not limited to, attorneys' fees and costs.

14. This PILOT Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this PILOT Agreement as of the Effective Date.

[SIGNATURES ON FOLLOWING PAGES]

EXHIBIT K

"**CITY**"

CITY OF MENLO PARK, a municipal

corporation

By:_____
Justin I. C. Murphy, City Manager
[notary acknowledgement required]

ATTEST:

By:_____
Judi A. Herren, City Clerk

APPROVED AS TO FORM:

By:_____
Nira F. Doherty, City Attorney

"COVENANTOR" "

[_____, a
_____]

By:_____

Print Name:_____

Title:_____
[notary acknowledgment required]

By:_____

Print Name:_____

Title:_____
[notary acknowledgment required]

EXHIBIT K

ATTACHMENT A

COVENANT PARCEL LEGAL DESCRIPTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento }

On _____, before me, _____, Notary Public,

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE_____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

_____

Document Date:_____Number of Pages:_____

Signer(s) Other than Named Above:_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento }

On _____, before me, _____, Notary Public,

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE _____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Title or type of document: _____

_____

_____

Document Date: _____ Number of Pages: _____

Signer(s) Other than Named Above: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento }

On _____, before me, _____, Notary Public,

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE_____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

_____

Document Date:_____Number of Pages:_____

Signer(s) Other than Named Above:_____

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT BETWEEN THE CITY OF MENLO PARK AND LPGS MENLO, LLC FOR THE PARKLINE MASTER PLAN PROJECT

The City Council of the City of Menlo Park does hereby resolve as follows:

WHEREAS, LPGS Menlo, LLC, a Delaware limited liability company ("Applicant"), owns and/or controls an equitable interest in an approximately 64.3 acre site, commonly known as 201, 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road, Menlo Park, California, Assessor Parcels Nos. 062-390-050, 062-390-660, 062-390-670, 062-390-730, 062-390-760, 062-390-780 (the "Project Site"); and

WHEREAS, the Applicant proposes to demolish 35 existing buildings and a church and associated multi-use building on the Project Site, excepting existing Buildings P, S and T, and redevelop the Project Site with the subsequent construction of a mix of uses consisting of non-residential office/R&D buildings of approximately 1,000,000 square feet (SF), inclusive of approximately 287,000 SF in existing Buildings P, S and T, and up to 45,000 SF of commercial/retail space; development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; provision of surface and structured parking spaces in accordance with the provisions of the zoning for the Project Site; decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; removal of heritage trees and planting of replacement trees; and potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping (the "Project"); and

WHEREAS, pursuant to the requirements of Menlo Park Municipal Code Chapter 16.96 ("BMR Ordinance") and the Below Market Rate Program Guidelines ("Guidelines"), the City and Applicant have prepared that certain Parkline Project Wide Affordable Housing Agreement (the "BMR Agreement), for the Project by and between the City and Applicant, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, specifically including Exhibits C and D thereto, containing the form of Below Market Rate Housing Agreement and Declaration of Restrictive Covenants for BMR Rental Units and BMR Ownership Units, respectively; and

WHEREAS, on March 5, 2025, after a duly noticed public hearing, the Housing Commission recommended approval of the BMR Agreement. Thereafter, the Planning Commission reviewed the BMR Agreement at a duly and properly noticed public hearing held on August 25, 2025 and recommended that the City Council adopt this resolution and thereby approve the BMR Agreement. As part of its recommendation to the City Council, the Planning Commission determined that the BMR Agreement is consistent with the purpose of the City's BMR Housing Program, as stated in BMR Ordinance and Guidelines, which is to increase the housing supply for households that have extremely low, very low, low and moderate incomes compared to the median household income for San Mateo County. The Planning Commission also determined that the BMR Agreement is consistent with the primary objective of the BMR Housing Program, which is to create actual housing units; and

WHEREAS, the City, as lead agency, prepared an Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the Project Site. On September 30, 2025, by Resolution No. _____, the City Council certified the Final EIR, made certain findings, and adopted a Statement of Overriding Considerations and a Mitigation Monitoring and Reporting Plan, which Resolution together with the Final EIR are incorporated herein by reference. The City Council finds that the Project, inclusive of the BMR Agreement, is within the scope of the Final EIR; and

WHEREAS, the City Council held a duly and properly noticed public hearing related to the Project, including consideration of the BMR Agreement on September 30, 2025. The City Council finds that the Project, as detailed in the BMR Agreement, will result in the construction of BMR units that exceed the requirements of the BMR Housing Program. As proposed and documented in the BMR Agreement, the Project will produce 800 housing units, 251 of which (or approximately 31%) are affordable, as opposed to 15% as required by the BMR Housing Program; and

WHEREAS, the City Council of the City of Menlo Park fully reviewed, considered, and evaluated all the testimony and evidence submitted in this matter, including the recommendation of the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED that the City Council finds the foregoing recitals are true and correct, and they are hereby incorporated by reference into this Resolution.

NOW, THEREFORE BE IT RESOLVED, that the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore do hereby approves the BMR Agreement for the Project.

NOW, THEREFORE BE IT FURTHER RESOLVED, the City Council hereby authorizes the City Manager to execute the BMR Agreement in substantial conformance the BMR Agreement attached hereto and all documents required to implement the BMR Agreement on behalf of the City, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager in consultation with the City Attorney; and

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.

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I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the thirtieth day of September, 2025, 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 __, 2025.

_____
Judi A. Herren, City Clerk

Exhibits:
A. Parkline Project Wide Affordable Housing Agreement

EXHIBIT A

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

PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT

THIS PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT ("**Agreement**") is made as of this ____ day of _____, 202__, by and between LPGS Menlo, LLC, a Delaware limited liability company ("**Project Wide Developer**") and the City of Menlo Park, a California municipal corporation ("**City**") (each individually a "**Party**" and together the "**Parties**"), with reference to the following facts.

RECITALS

The following Recitals are a substantive part of and are hereby incorporated into this Agreement. For ease of reference, capitalized terms used within this Agreement are identified here, and if not otherwise defined, are defined in Section 1 of this Agreement.

A. SRI International, a 501 (c)(3) nonprofit scientific research institute ("**SRI**"), owns real property commonly known as 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Numbers 062-390-660; 062-390-670; 062-390-730; 062-390-760; and 062-390-780 (the "**SRI Property**").

B. SRI and Project Wide Developer have entered into that certain [Ground Lease Option Agreement] dated _____, 202__ ("**Ground Lease**"), regarding the SRI Property, but excepting therefrom that portion of the SRI Property encompassing existing buildings P, S and T, to be retained by SRI ("**Buildings PS&T Property**"). Hereinafter, the SRI Property, excepting therefrom the Buildings PS&T Property, shall be referred to as the "**Ground Lease Property**" and is more particularly described in **Exhibit A** attached hereto.

C. LPGS 201 Ravenswood, LLC, a Delaware limited liability company, an affiliate of Project Wide Developer, also owns real property adjacent to the Ground Lease Property commonly known as 201 Ravenswood Avenue in the City of Menlo Park, County of San Mateo, identified as Assessor Parcel Number 062-390-050, and more particularly described on **Exhibit B** attached hereto ("**Developer Property**").

D. Hereinafter, the Ground Lease Property and Developer Property shall be referred

to herein as the "**Property**", as more particularly described in **Exhibit A** and **Exhibit B** attached hereto. This Parties hereby agree and acknowledge that this Agreement relates to and shall encumber the Property.

E. Development of the Property is governed by, among other items, Menlo Park Municipal Code Chapter 16.96 ("**BMR Ordinance**") and the Below Market Rate Housing Program Guidelines ("**Guidelines**").

F. Project Wide Developer applied to City requesting an amendment to the General Plan ("General Plan") land use element, amendment to the zoning ordinance to add an Administrative, Professional and Research, Special (C-1-S) zoning district, amendment to the zoning map to apply the newly added C-1-S zoning to the Property, rezoning the Property to add a Conditional Development ("X") Combining District, and approval of a conditional development permit ("CDP"), below market rate ("BMR") housing agreement, vesting tentative map ("VTM") to subdivide the Property into thirty seven (37) separate legal parcels, and Development Agreement (collectively, the "**Project Approvals**"), to redevelop the Property with: (i) construction of five new office/R&D buildings of approximately 1,051,600 square feet (SF) and one new amenity building of approximately 40,000 SF to replace 35 buildings of approximately the same amount of square footage combined (i.e. 1,093,602 SF) on the Ground Lease Property to be demolished, along with a church and associated facilities on the Developer Property; (ii) development of up to 800 residential dwelling units within five (5) different groupings of which 251 will be affordable housing units; (iii) provision of approximately 3,719 parking spaces (surface spaces and within three parking garages); (iv) decommissioning and demolition of a 6-megawatt natural gas cogeneration plant; (v) potential development by the City of an underground emergency water reservoir with a capacity of approximately 2 to 3 million gallons beneath public recreational facilities, provision of publicly accessible open space across the campus, and related infrastructure improvements comprising utilities, roadways, pedestrian and bicycle pathways, lighting, and landscaping ("**Project**").

G. On March 5, 2025, after a duly noticed public hearing, the Housing Commission recommended approval of this Agreement. On _____, 2025, after a duly noticed public hearing, the Planning Commission recommended approval of the Project Approvals, inclusive of this Agreement. On _____, 2025, after a duly noticed public hearing, and on the recommendation of the Housing Commission and the Planning Commission, the City Council certified the environmental impact report for the Project and approved the Project Approvals, inclusive of this Agreement.

H. The Project Approvals allow for the development of up to 800 residential dwelling units within five (5) different groupings as follows: (i) three hundred (300) multi-family units on an approximately 4.47-acre parcel, identified as Lot 4 on the VTM (the "**R1 Parcel**"); (ii) three hundred (300) multi-family units on an approximately 5.75-acre parcel, identified as Lot 5 on the VTM (the "**R2 Parcel**"); (iii) one hundred fifty four (154) multi-family units on an approximately 1.63-acre parcel, identified as Lot 7 on the VTM (the "**R3 Parcel**"); (iv) nineteen (19) detached townhome units each located on separate parcels of varying sizes, identified as Lot 10 through Lot 28 on the VTM (the "**TH1 Parcels**"); and (v) twenty seven (27) attached townhome units on an approximately 1.63-acre parcel, identified as Lot 8 on the VTM (the "**TH2 Parcel**"). The R1

Parcel, R2 Parcel, R3 Parcel, TH1 Parcels and TH2 Parcel are each a Development Parcel as defined below.

I. The Project Approvals further provide that in accordance with the BMR Ordinance and the Guidelines, fifteen percent (15%) of the residential dwelling units constructed on the R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel, for a combined total of ninety seven (97) residential dwelling units, shall each be developed and made available for use and occupancy at rents affordable to low income households (the "**BMR Rental Units**") or, as allowed by Section 4.1.2 of the Guidelines, the affordability level of BMR Rental Units within a Development Parcel shall achieve an average affordability of no more than eighty percent (80%) of Area Median Income, provided the rent of any BMR Rental Unit shall not exceed 75% of comparable market rate rent (the "**Affordability Equivalency**").

J. The Project Approvals further allow the Project Wide Developer to elect to provide the seven (7) BMR Rental Units to be constructed on TH1 Parcels and TH2 Parcel for-sale to and at sale prices affordable to households earning one hundred twenty percent (120%) of Area Median Income (the "**BMR Ownership Units**") instead and in-lieu of being available for use and occupancy as a BMR Rental Unit as outlined in Recital I above.

K. The Project Approvals further provide that all of the residential dwelling units on the R3 Parcel shall be constructed by a separate non-profit developer of affordable housing ("**Affordable Housing Developer**") and shall be developed and made available for use and occupancy at rents affordable to households earning no more than 60% of Area Median Income (the "**60% AMI Units**").

L. The Project Approvals require the Project Wide Developer to provide the BMR Rental Units, and the BMR Ownership Units if elected by Project Wide Developer, and the 60% AMI Units (collectively, hereinafter the "**Affordable Housing Units**") as described herein. In accordance with the Project Approvals, Project Wide Developer is required to execute and record an approved BMR housing agreement concurrently with the recordation of the Development Agreement and CDP for the Project against the Property. This Agreement is intended to satisfy that requirement.

M. This Agreement will serve to memorialize the following: (i) Project Wide Developer's agreement to provide the Affordable Housing Units within the Project needed to satisfy the requirements of the Project Approvals, BMR Ordinance, and Guidelines; (ii) the time frame for the designation of the location, unit composition (number of bedrooms, bathrooms, square footage), and affordability level applicable to the Affordable Housing Units; (iii) the time frame for election by Project Wide Developer whether to deliver Affordable Housing Units in TH1 Parcels and TH2 Parcel as BMR Rental Units or BMR Ownership Units; (iv) the time frame for Project Wide Developer to elect to apply an Affordability Equivalency to BMR Rental Units on a Development Parcel; (v) the time frame for the construction of the Affordable Housing Units; (vi) the restriction of the Affordable Housing Units by the recordation of the Declarations (as defined below), in favor of the City and in a form approved by City, as set forth in **Exhibit C** attached hereto for BMR Rental Units and 60% AMI Units and as set forth in **Exhibit D** attached hereto for BMR Ownership Units, assuring affordability for the required term; and (vii) other issues

related to the provision of Affordable Housing Units on the Property.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, Project Wide Developer hereby declares and the City hereby agrees as follows:

1. Definitions. The following terms shall have the meanings ascribed to them in this Section 1:

(a) "**Affordability Equivalency**" is defined in Recital I.

(b) "**Affordability Level**" means whether a BMR Rental Unit or BMR Ownership Unit is restricted for rental or sale to, respectively, household of extremely low income, very low income, low income, or moderate income, as those terms are defined more specifically in the Pro Forma Declaration attached hereto as Exhibit "C", applicable to BMR Rental Units, and Exhibit "D", applicable to BMR Ownership Units.

(c) "**Affordable Housing Developer**" is defined in Recital K.

(d) "**Affordable Housing Units**" is defined in Recital L.

(e) "**Agreement**" means this Project Wide Affordable Housing Agreement.

(f) "**Area Median Income**" or "**AMI**" means the area median income for San Mateo County, as published and periodically updated by the U.S. Department of Housing and Urban Development ("**HUD**"), adjusted for assumed household size.

(g) "**BMR Ordinance**" has that meaning ascribed to it in Recital E.

(h) "**BMR Ownership Units**" is defined in Recital J.

(i) "**BMR Rental Units**" is defined in Recital I.

(j) "**Building Permit(s)**" means a permit for the actual structure(s) of a Development Parcel, as that term is defined herein, in which residential rental units shall be developed and/or permits for any site preparation construction work, which may include but not be limited to make-ready utility installation; demolition, excavation, shoring and grading; and/or foundation installation.

(k) **"Buildings PS&T Property"** is defined in Recital B.

(l) "**City**" means the City of Menlo Park, a municipal corporation.

(m) "**Declaration**" means the Below Market Rate Housing Agreement and Declaration of Restrictive Covenants recorded in Senior Position against a Development Parcel(s) sufficient to accommodate construction of the Affordable Housing Units applicable to the Development Parcel. The Declaration shall be in substantially the same form as the Pro Forma Declaration attached hereto as Exhibit "C" or Exhibit "D", with the form attached as Exhibit "C" used for the 60% AMI Units constructed on the R3 Parcel and the BMR Rental Units constructed on the R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel, and, if elected by the Project Wide Developer, the form attached as Exhibit "D" shall be used for the BMR Ownership Units constructed on the TH1 Parcels and TH2 Parcel. The term Declaration includes the First Development Parcel Declaration as defined in Section 5(a) below. Each Declaration shall be made by the owner of the Development Parcel at the time such Declaration is recorded; for the avoidance of doubt, "owner" may refer to a ground lessee or sub-ground lessee

(n) "**Developer Parcel**" is defined in Recital C and more particularly described in the legal description attached hereto as Exhibit B.

(o) "**Development Parcel**" means the R1 Parcel, R2 Parcel, R3 Parcel, TH1Parcel, and TH2 Parcel within the Property upon which any group of Market Rate Units, Affordable Housing

Units, and/or improvements for which Building Permits are being concurrently requested by the Project Wide Developer are located and shall include the First Development Parcel, R3 Development Parcel, and any Subsequent Development Parcel, as such terms are defined herein.

(p) "**First Development Parcel**" shall mean and refer to the first Development Parcel to be developed.

(q) "**Ground Lease**" is defined in Recital B.

(r) "**Ground Lease Property**" is defined in Recital B and more particularly described in the legal description attached hereto as Exhibit A.

(s) "**Guidelines**" has that meaning ascribed to it in Recital E.

(t) "**Market Rate Units**" means the rental or ownership residential units that Project Wide Developer will develop on the R1 Parcel, R2 Parcel, TH1Parcel and TH2 Parcel within the Property that are not constricted by affordability rules under a Declaration and are permitted under the Project Approvals.

(u) "**Parkline Master Plan**" means the plans submitted by Project Wide Developer dated _____, 202__, consisting of ___ plan sheets and Appendices 1 through 10, recommended for approval by the Planning Commission on April ___, 2025 and approved by the City Council on **[date]**

(v) "**Parties**" means the City and Project Wide Developer.

(w) "**Party**" means the City or Project Wide Developer.

(x) "**Project**" is defined in Recital F.

(y) "**Project Approvals**" is defined in Recital F.

(z) "**Project Wide Developer**" means LPGS Menlo, LLC, a Delaware limited liability company.

(aa) "**Property**" is defined in Recital D, and more particularly described in the legal descriptions attached hereto as Exhibit A and Exhibit B.

(bb) "**Required Affordable Units**" means the number of Affordable Housing Units which, as of the date of issuance of the first Building Permit for any particular Development Parcel, Project Wide Developer is required to construct pursuant to Section 2(c) of this Agreement.

(cc) "**R3 Development Parcel**" shall mean and refer to the R3 Parcel to be developed as part of the Project.

(dd) "**R1 Parcel**" is defined in Recital H.

(ee) "**R2 Parcel**" is defined in Recital H.

(ff) "**R3 Parcel**" is defined in Recital H.

(gg) "**Senior Position**" means that the document is recorded against the Property such that it is senior in recording priority to all mortgages, deeds of trust or other liens, excluding property taxes.

(hh) "**SRI**" means SRI International, a 501 (c)(3) nonprofit scientific research institute.

(ii) "**SRI Property**" has the meaning ascribed to it in Recital A.

(jj) "**Subsequent Development Parcel**" shall mean and refer to each of the Development Parcels to be developed as part of the Project subsequent to the First Development Parcel.

(kk) "**Targeted Household**" means, (a) with respect to the BMR Rental Units either (i) those households whose aggregate gross annual income does not exceed eighty percent (80%) of Area Median Income, as adjusted for family size, or (ii) if an Affordability Equivalency is applicable, those households whose aggregate gross annual income does not exceed one hundred twenty percent (120%) of Area Median Income, as adjusted for family size; (b) with respect to

BMR Ownership Units those households whose aggregate gross annual income does not exceed one hundred twenty percent (120%) of Area Median Income, as adjusted for family size; and (c) for 60% AMI Units, those households whose aggregate gross annual income does not exceed sixty percent (60%) of Area Median Income, as adjusted for family size.

(ll) "**TH1 Parcels**" is defined in Recital H.

(mm) "**TH2 Parcel**" is defined in Recital H.

(nn) Other terms referenced in this Agreement in "quotations" have the meanings ascribed to them in this Agreement.

(oo) "**60% AMI Units**" are defined in Recital K.

2. Design, Construction and Occupancy Schedule for Affordable Housing Units. Project Wide Developer shall have no obligation to commence construction of the Affordable Housing Units except in accordance with the following schedule.

(a) First Development Parcel. Prior to the commencement of vertical construction of any portion of the Project on the Property, Project Wide Developer and/or a successor owner of any portion of the Project shall obtain Building Permits for all of the Required Affordable Units for the First Development Parcel, and shall proceed to diligently commence and pursue construction of such Affordable Housing Units associated with that First Development Parcel.

(b) Subsequent Development Parcel(s). Prior to the commencement of construction of any Subsequent Development Parcel, Project Wide Developer and/or a successor owner of such Subsequent Development Parcel shall obtain Building Permits for all of the Required Affordable Units for such Subsequent Development Parcel, and shall proceed to diligently commence and pursue construction of such Affordable Housing Units associated with that Subsequent Development Parcel. It is acknowledged that there may be more than one Subsequent Development Parcel.

(c) Construction of Affordable Housing Units. With respect to each Development Parcel, Project Wide Developer and/or a successor owner of such Development Parcel shall obtain Building Permits (and thereafter construct and complete pursuant to Sections 2(a) and 2(b), above) for the Required Affordable Units in relation to such Development Parcel, all as provided in Exhibit "F" attached hereto. Exhibit "F" sets forth the required number of affordable units for each of R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel in order to comply with the City's fifteen percent inclusionary requirement, and is not intended to establish a construction phasing schedule or otherwise dictate the sequence in which individual Development Parcels are developed. Notwithstanding anything to the contrary in this Agreement, the precise unit counts shown on Exhibit "F" may be amended or updated with the mutual approval of the City and the Project Wide Developer through the architectural control permitting process for a given Development Parcel, provided that at least 15% of the total number of units provided on a given Development Parcel including Market Rate Units are Affordable Units (i.e., for R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel) and not less than 100% of the total number of units provided on the R3 Parcel are Affordable Units (subject to any applicable requirements for a single manager's unit).

3. Building Permits. Issuance of Building Permits for any Development Parcel, and a corresponding release of this Agreement from the property comprising such Development Parcel,

shall not be allowed until Project Wide Developer causes a Development Parcel sufficient to accommodate construction of the Affordable Housing Units applicable to such Development Parcel to be encumbered by a Declaration in Senior Position.

4. Effect of Sale of Parcel by Project Wide Developer. If a Development Parcel(s) within the Project is sold or otherwise transferred by Project Wide Developer, every such Development Parcel sold or transferred shall (at the time the owner thereof obtains Building Permits for residential rental or for-sale units on such Development Parcel(s)) be included, for purposes of this Agreement, in the delivery of Affordable Housing Units and Market Rate Units as provided in Exhibit "F" attached hereto. Any such sale or transfer by the Project Wide Developer shall also be subject to the provisions of Section 11 of this Agreement.

5. Declarations of Covenants, Conditions and Restrictions. The Project Wide Developer, and/or a successor owner of any applicable portion of the Project, shall timely execute and record Declarations as and when required by this Agreement.

(a) First Development Parcel Declaration. Prior to the first date upon which Building Permits for Market Rate Units in the First Development Parcel are first issued, Project Wide Developer shall execute, acknowledge and deliver a "First Development Parcel Declaration" to the title company, who will cause the First Development Parcel Declaration to be recorded in Senior Priority against the parcel(s) described in such First Development Parcel Declaration. The First Development Parcel Declaration shall ensure that the required number of Affordable Housing Units applicable to the First Development Parcel (as provided on Exhibit "F" attached hereto) will be owned, operated, leased, rented, maintained, and occupied as Affordable Housing Units for the term of the First Development Parcel Declaration. At the time the First Development Parcel Declaration is executed, the City shall execute a release of this Agreement for all of the parcel(s) comprising the First Development Parcel. Such release shall be in the form attached hereto as Exhibit "E".

(b) Subsequent Development Parcel Declaration. Prior to the issuance of Building Permits for any Market Rate Units in any Subsequent Development Parcel, Project Wide Developer shall execute, acknowledge and deliver a "Subsequent Development Parcel Declaration" to the title company, who will cause the Subsequent Development Parcel Declaration to be recorded in Senior Priority against the parcel(s) described in such Subsequent Development Parcel Declaration. The Subsequent Development Parcel Declaration shall ensure that the required number of Affordable Housing Units applicable to the Subsequent Development Parcel (as provided on Exhibit "F" attached hereto) will be owned, operated, leased, rented, maintained, and occupied as Affordable Housing Units for the term of the Subsequent Development Parcel Declaration. At the time a Declaration for such Subsequent Development Parcel is executed, the City shall execute a release of this Agreement for all of the parcel(s) comprising such Subsequent Development Parcel. Such release shall be in the form attached hereto as Exhibit "E".

(c) R3 Development Parcel Declaration. Prior to the issuance of Building Permits for any Affordable Housing Units on the R3 Development Parcel, the Project Wide Developer shall execute, acknowledge and deliver a "R3 Development Parcel Declaration" to the title company, who will cause the R3 Development Parcel Declaration to be recorded in Senior Priority against

the R3 Development Parcel described in such R3 Development Parcel Declaration. The R3 Development Parcel Declaration shall ensure that the required number of Affordable Housing Units applicable to the R3 Parcel (as provided on Exhibit "F" attached hereto) will be owned, operated, leased, rented, maintained, and occupied as Affordable Housing Units for the term of the R3 Development Parcel Declaration. At the time a Declaration for the R3 Development Parcel is executed, the City shall execute a release of this Agreement for the R3 Development Parcel. Such release shall be in the form attached hereto as Exhibit "E".

(d) Restrictions. Each Declaration shall be in substantially the same form as the Pro Forma Declaration attached hereto as Exhibit "C" or Exhibit "D", with the form attached as Exhibit "C" used for 60% AMI Units constructed on R3 Parcel and BMR Rental Units constructed on the R1 Parcel, R2 Parcel, TH1 Parcels and TH2 Parcel, or, if elected by the Project Wide Developer, the form attached as Exhibit "D" shall be used for the BMR Ownership Units constructed on the TH1 Parcels and TH2 Parcel. Project Wide Developer shall determine whether the Affordable Housing Units on TH1 Parcels and TH2 Parcel will be BMR Rental Units or BMR Ownership Units and provide written notice thereof to City prior to the earlier of filing of a final subdivision map applicable to TH1 Parcels and TH2 Parcel or issuance of Building Permits for TH1 Parcels and TH2 Parcel. Each Declaration shall provide for the location, unit composition (number of bedrooms, bathrooms, square footage), and Affordability Level applicable to the Affordable Housing Units on each Development Parcel, and restrict the occupancy, and rents paid (or sales price paid) by the Targeted Households (collectively, the "**Restrictions**") in accordance with the provisions of the BMR Ordinance, Guidelines, and this Agreement; further, the Restrictions applicable to a Development Parcel, excepting the actual rent or purchase price applicable to the lease of a BMR Rental Unit or sale of a BMR Ownership Unit, respectively, shall be determined in connection with and as a condition of an architectural control permit required for issuance of a Building Permit. In addition, if Project Wide Developer desires to apply an Affordability Equivalency to BMR Rental Units on a Development Parcel, said election must be made in connection with and as a condition of an architectural control permit required for issuance of a Building Permit; further, the Affordability Equivalency may only be applied to BMR Units to be constructed on one separate Development Parcel and not in combination between BMR Units to be constructed on more than one Development Parcel.

6. Recordation. This Agreement shall be recorded against the Property in the Office of the County Recorder for the County of San Mateo in Senior Position; but subject to the release provisions of Sections 5(a), 5(b) and 5(c) above, and Section 16 below.

7. Indemnity. Project Wide Developer agrees to indemnify and hold harmless the City, and any and all of its members, officers, agents, servants, or employees (the "Indemnitees") from and against all claims, liens, claims of lien, losses, damages, costs, and expenses, whether direct or indirect, arising in any way from the default by Project Wide Developer in the performance of its obligations under this Agreement; provided, however, that Project Wide Developer shall not be required to indemnify, defend or hold harmless any of the Indemnitees from claims, losses, damages, costs and expenses related to the negligence or willful misconduct of any of the Indemnitees.

8. Marketing Requirements. Project Wide Developer shall follow any applicable marketing requirements and procedures of the Guidelines.

9. Breach/Default. If Project Wide Developer is in material breach of the terms set forth in this Agreement and Project Wide Developer does not take action to correct such violation within 60 days of written notice of such failure from the City (or 180 days in the event such violation cannot reasonably be cured within 60 days and Project Wide Developer is diligently pursuing such cure), the City shall be entitled to all of its rights and remedies set forth herein and at law and in equity.

10. Covenants to Run With the Land. Project Wide Developer agrees that all of its obligations hereunder shall constitute covenants, which shall run with the land and shall be binding upon the Property and upon every person having any interest therein at any time and from time to time during the term of this Agreement. Further, Project Wide Developer agrees that, if a court of competent jurisdiction determines that the obligations set forth herein do not qualify as covenants running with the land, they shall be enforced as equitable servitudes.

11. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective heirs, successors and assigns. Project Wide Developer shall not sell, transfer or otherwise dispose of the Property or any Development Parcel, unless: (i) the proposed transferee enters into a Declaration as described in Section 5 hereof or (ii) the proposed transferee shall have executed and delivered to the City an express written assumption of all of Project Wide Developer's obligations under this Agreement as they relate to such acquired real property, on a form substantially similar to the Pro Forma Assignment and Assumption Agreement attached hereto as Exhibit "G". Upon any sale of any portion of the Property permitted by the preceding sentence, with respect solely to the transferred property, Project Wide Developer will be released from further obligations relating to such transferred property (and under any Declaration or other documentation related hereto). The foregoing restrictions on sale and transfer shall not apply to the granting of easements, rights-of-way, and similar conveyances in connection with the development of the Project which are not in the nature of a sale of one or more legal parcels. Upon assignment and assumption by a successor entity, as approved by the City, Project Wide Developer shall be released from all further responsibility under the terms of this Agreement as to the subject parcel(s) so conveyed. The successors and assigns of the Project Wide Developer shall enter into and execute such other and further documents as the City shall reasonably require, as from time to time, may be needed to effectuate the affordable housing requirements of the Guidelines or as otherwise required or allowed by law.

12. Standing, Equitable Remedies; Cumulative Remedies. Project Wide Developer expressly agrees and declares that the City and/or its successors shall be the proper parties and shall have standing to initiate and pursue any and all actions or proceedings, at law or in equity, to enforce the provisions hereof and/or to recover damages for any default hereunder, notwithstanding the fact that such damages or the detriment arising from such a default may have actually been suffered by some other person or by the public at large. Nothing in this subparagraph, and no recovery to the City, shall restrict or limit the rights or remedies of persons or entities other than the City, against Project Wide Developer in connection with the same or related acts by Project Wide Developer. Neither Project Wide Developer, nor any tenant or occupant of the Property, shall have

any claim or right of action against the City based on any alleged failure of the City to perform or enforce the terms of this Agreement, except that Project Wide Developer may reasonably rely upon City's tenant eligibility determination, and provided further that Project Wide Developer may pursue a claim of specific performance against the City in the event the City improperly withholds a release of a Development Parcel from this Agreement after a Declaration has been recorded against such Development Parcel according to the terms of this Agreement.

13. Certificate of Compliance. The City shall provide Project Wide Developer upon request with recordable evidence that a particular parcel(s) of real property within the Project has satisfied all applicable requirements under this Agreement, or has been developed in a manner which makes this Agreement inapplicable thereto, and which instrument shall have the effect of making this Agreement no longer a lien or encumbrance upon title to such parcel(s) or condominium(s).

14. Term. This Agreement and the covenants and restrictions contained herein shall, subject to the provisions above relating to release hereof, remain in effect as a lien and charge against each legal parcel within the Property until the date of recordation of the final Declaration for the final Subsequent Development Parcel for the Property, at which time this Agreement shall be terminated. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term.

15. Severability. In the event that any provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then it shall be severed from the remaining portions of this Agreement which shall remain in full force and effect.

16. Release of Non-Residential Parcels. This Agreement is entered into to provide for the development of Affordable Housing Units on the Development Parcels containing Affordable Housing Units. Those portions of the Project not containing the Development Parcels shall be released from this Agreement upon the earlier of (i) the recording of a parcel or final map for said portions of the Project not containing the Development Parcels, which map substantially conforms to the Parkline Master Plan or (ii) the issuance of a demolition or building permit for the development of any portion of the Project not containing the Development Parcels. Such release shall be in the form of the Pro Forma Partial Release attached hereto as Exhibit "E".

17. General Provisions.

(a) Integration. The undersigned, and each of them, acknowledge and represent that no promise or inducement not expressed in this Agreement has been made in connection with this Agreement. This Agreement contains the entire agreement and understanding between the parties as to its subject matter.

(b) Waiver and Amendment. No provision of this Agreement, or breach of any provision, can be waived except in writing. Waiver of any provision or breach shall not be deemed to be a waiver of any other provision, or of any subsequent breach of the same or other provision.

Except as otherwise provided herein, this Agreement may be amended, modified or rescinded only in writing signed by Project Wide Developer and the City.

(c) Time of Essence. Time is expressly declared to be of the essence in this Agreement, and of every provision in which time is an element.

(d) Captions. Paragraph titles and captions contained in this Agreement are inserted as a matter of convenience and for reference, and are not a substantive part of this Agreement.

(e) Further Assurances. The parties each agree to sign any additional documents, which are reasonably necessary to carry out this Agreement or to accomplish its intent.

(f) Benefit and Burden. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. This Agreement is not intended to benefit any person other than the parties hereto.

(g) Governing Law. This Agreement has been entered into in the State of California, and shall be interpreted and enforced under California law.

(h) Attorneys' Fees. The prevailing party in any action, including, but not limited to, arbitration, a petition for writ of mandate, and/or an action for declaratory relief, brought to enforce, interpret or reform the provisions of this Agreement shall be entitled to reasonable attorneys' fees and costs (including, but not limited to, experts' fees and costs and trustees' fees, and including "costs" regardless of whether recoverable as such under any statute) incurred in such action.

(i) Signatures. This Agreement may be executed in any number of counterparts and, as so executed, the counterparts shall constitute one and the same Agreement. All individuals signing this Agreement for a party which is a corporation, limited liability company, partnership or other legal entity, or signing under a power of attorney, or as a trustee, guardian, conservator, or in any other legal capacity, covenant to the City that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

(j) Notices. All notices given pursuant to this Agreement or law shall be written. Notices shall be delivered with all delivery or postal charges prepaid. Notices may be given personally; by electronic mail; by United States first-class mail; by United States certified or registered mail; or by other recognized overnight service. Notices shall be deemed received on the date of personal delivery transmission; on the date shown on a signed return receipt or acknowledgment of delivery; or, if delivery is refused or notice is sent by regular mail, seventy-two (72) hours after deposit thereof with the U.S. Postal Service. Until a party gives notice of a change, notices shall be sent to:

If to the City: City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Attention: City Clerk
E-mail:

If to Project Wide Developer: LPGS Menlo, LLC
_____
_____
Attn: _____
E-mail:

With a copy to: Coblentz Patch Duffy & Bass LLP
1 Montgomery Street, Suite 3000
San Francisco, CA 94104
Attn: Frank Petrilli, Esq.
E-mail: fpetrilli@coblentzlaw.com

(k) Mortgagees Protection. No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in this Agreement shall defeat or render invalid or in any way impair the lien or charge of any permitted deed of trust recorded on the Property provided, however, that any subsequent owner of the Property shall be bound by the covenants, conditions, restrictions, limitations and provisions of this Agreement, whether such owner's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

(l) Actions of Parties to be Reasonable. Each party to this Agreement agrees that it shall act reasonably in granting or withholding any consent or approval required by this Agreement and/or any other legal document executed in connection with this Agreement or in connection with the development of the Project.

(m) Estoppel Certificate. Upon the request of the Project Wide Developer, the City shall, through the City Manager, provide Project Wide Developer and any potential lender or purchaser, with an estoppel certificate by which the City confirms that Project Wide Developer is not in default hereof, or setting forth such defaults, and confirming such other factual matters as Project Wide Developer or such potential lender or purchaser may reasonably request and the addressees of such estoppel certificates shall be entitled to rely upon the information contained therein.

[This Space Intentionally Left Blank]

IN WITNESS WHEREOF, the Project Wide Developer has caused this Agreement to be executed as of the date first written above.

PROJECT WIDE DEVELOPER:
LPGS MENLO, LLC, a Delaware limited liability company

By:_____
Name: _____
Its:_____

CITY:
CITY OF MENLO PARK, a California municipal corporation

By: _____
Name: Justin I.C. Murphy
Title: City Manager

ATTEST:

_____
City Clerk

Date: _____

ACKNOWLEDGMENT

State of California)
)
County of Mateo)

On _____, 20___ before me**,** _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

State of California)
)
County of San Mateo)

On _____, 20___ before me**,** _____,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit "A"

**Legal Description
Ground Lease
Property (to be
inserted prior to
recordation)**

Exhibit "B"

Legal Description Developer Property (to be inserted prior to recordation)

"Exhibit C"

Pro Forma Below Market Rate Housing Agreement and Declaration of Restrictive Covenants (BMR Rental Units)

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

APN: [_____]

BELOW MARKET RATE HOUSING AGREEMENT

AND DECLARATION OF RESTRICTIVE COVENANTS

(Parkline Project – BMR Rental Units - Parcel [R1/R2/R3/TH1/TH2])

THIS BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("**Agreement**") is entered into as of_____, 20__, by and between the City of Menlo Park, a California municipal corporation ("**City**"), and _____, a _____ ("**Owner**"). City and Owner may be referred to individually as a "**Party**" or collectively as the "**Parties**" in this Agreement.

RECITALS

A. Owner is the ground lessee of certain real property located in the City of Menlo Park, California, as more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the "**Property**").

B. The Property is subject to that certain Development Agreement, dated _____, 20__, by and between LPGS Menlo, LLC, a Delaware limited liability company, and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20___, as Instrument No._____ (the "**Development Agreement**").

C. Further, as required by the Development Agreement, the Property was subject to that certain Parkline Project Wide Affordable Housing Agreement, dated _____, 20__, by and between Owner's predecessor-in-interest, LPGS Menlo, LLC, a Delaware limited liability company (the "**Project Wide Developer**"), and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20___, as Instrument No._____ (the "**Parkline Housing Agreement**"). The Property is a Development Parcel as described in the Parkline Housing Agreement.

D. In accordance with the Parkline Housing Agreement, Owner has secured approval from City of an architectural control permit allowing for the development and construction of [insert number] of [multi-family residential units / attached townhomes / detached townhomes] on

the Property, as well as associated open space, circulation, parking and infrastructure improvements (the "**Project**"), of which [insert number] shall be developed and made available for use and occupancy at affordable rents (the "**BMR Rental Units**") as follows: [insert number] extremely low income units ("**ELI Units**"), [insert number] very low income units ("**VLI Units**"), [insert number] low income units ("**LI Units**"), and [insert number] moderate income units ("**MI Units**"). As determined in connection with and as a condition of the aforementioned architectural control permit, the allocation of BMR Rental Units across affordability level and unit composition (number of bedrooms, bathrooms, square footage) in the Project is more particularly described in Exhibit B attached hereto and incorporated herein by this reference; further, the location of the BMR Rental Units within the Project are depicted on Exhibit C, attached hereto and incorporated herein by this reference.

E. As required by the Project Wide Affordable Housing Agreement, which has been released as an encumbrance against the Property contemporaneously with the imposition of the requirements of this Agreement, Owner has agreed to observe all the terms and conditions set forth below for purposes of development and operation of the BMR Rental Units. This Agreement will ensure the Project's continuing affordability.

NOW, THEREFORE, the Parties hereto agree as follows. The recitals are incorporated into this Agreement by this reference.

1. CONSTRUCTION OF THE IMPROVEMENTS.

1.1 Construction of the Project. Owner agrees to construct the Project in accordance with the Menlo Park Municipal Code and all other applicable state and local building codes, development standards, ordinances and zoning ordinances.

1.2 City and Other Governmental Permits. Before commencement of the Project, Owner shall secure or cause its contractor to secure any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. Owner shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits; City staff will, without incurring liability or expense therefore, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the Menlo Park Municipal Code, and all other applicable laws and regulations.

1.3 Compliance with Laws. Owner shall carry out the design, construction and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Menlo Park Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

2. OPERATION OF THE BMR RENTAL UNITS

2.1 Affordability Period. This Agreement shall remain in effect and the Property shall be subject to the requirements of this Agreement from the date that the City issues a final certificate

occupancy for the Project (the "**Effective Date**") until the 55th anniversary of such Effective Date. The duration of this requirement shall be known as the "**Affordability Period**."

2.2 Maintenance. Owner shall comply with every condition of the Project Approvals as defined in the Development Agreement and as applicable to the Project and shall, at all times, maintain the Project and the Property in good repair and working order, reasonable wear and tear excepted, and in a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals, and replacements to keep the Project and the Property in a good, clean, safe, and sanitary condition.

2.3 Monitoring and Recordkeeping. Throughout the Affordability Period, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Below Market Rate Housing Program Guidelines ("**Guidelines**"), promulgated by City pursuant to Menlo Park Municipal Code Chapter 16.96 ("**BMR Ordinance**"), as such Guidelines may be amended form time to time. City shall have the right to inspect the books and records of Owner and its rental agent or bookkeeper upon reasonable notice during normal business hours. Representatives of the City shall be entitled to enter the Property, upon at least 48-hour prior written notice, which can be provided via email, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the BMR Rental Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Owner agrees to cooperate with the City in making the Property available for such inspection or audit. Owner agrees to maintain records in businesslike manner, and to maintain such records for a minimum of five (5) years from their creation during the Affordability Period.

2.4 Non-Discrimination Covenants. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

a. In deeds, the following language shall appear:

> (1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location,

number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

b. In leases, the following language shall appear:

(1) The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

c. In contracts pertaining to management of the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

(1) There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming

under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

2.5 Recording; Senior Lien. This Agreement shall be recorded against the Property in the Official Records of the County of San Mateo such that it is senior in recording priority to all mortgages, deeds of trust or other liens, excluding property taxes. This Agreement shall run with the land.

3. THE BMR RENTAL UNITS

3.1 BMR Rental Units. Owner agrees to make available, restrict occupancy to, and lease not less than [_____] (__) BMR Rental Units, inclusive of [_____] (__) ELI Units, [_____] (__) VLI Units, [_____] (__) LI Units, and [_____] (__) MI Units, to Qualifying Households, as hereinafter defined, at an affordable rent, pursuant to the terms set forth below. The BMR Rental Units shall be of a quality comparable to all of the other rental units in the Project. The BMR Rental Units shall be initially distributed as set forth in Exhibit C, attached hereto and incorporated herein by this reference. Thereafter, the location of the individual BMR Rental Units may float to account for the next available unit requirement set forth below and as otherwise necessary for the professional maintenance and operation of the Project provided that the distribution of BMR Rental Units are equitably disbursed throughout the Project and the City's City Manager or Director of Community Development ("**Director**") are notified in writing of any change or relocation of BMR Rental Units by Owner.

3.2 Qualifying Households. For purposes of this Agreement, "**Qualifying Households**" shall mean those households with incomes as follows:

a. "**ELI Unit" or "Extremely Low Income Unit**": means units restricted to households with incomes of not more than thirty percent (30%) of AMI. "AMI" means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Extremely Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no

longer qualified, the unit shall no longer be deemed a ELI Unit, and the Owner shall either (1) make the next available unit, which is comparable in terms of size, features and number of bedrooms, a ELI Unit, or take other actions as may be necessary to ensure that the total required number of ELI Units are rented to Qualifying Households, or (2) if the tenant's income does not exceed the maximum income that would qualify the Tenant as a Very Low Income Household, Low Income Household, or Moderate Income Household, the tenant shall be allowed to remain in the unit at a Very Low Income rent, Low Income rent, or Moderate Income rent, as applicable, and the tenant's rent will be increased accordingly to a Very Low Income rent, Low Income rent, or Moderate Income rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to an Extremely Low Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Extremely Low Income Units pursuant to this paragraph.

b. "**VLI Unit" or "Very Low Income Unit**": means units restricted to households with incomes of not more than fifty percent (50%) of AMI. "AMI" means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Very Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a Very Low Income Unit, and the Owner shall either (1) make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Very Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Very Low Income Units are rented to Qualifying Households, or (2) if the tenant's income does not exceed the maximum income that would qualify the Tenant as a Low Income Household or Moderate Income Household, the tenant shall be allowed to remain in the unit at a Low Income rent or Moderate Income rent, as applicable, and the tenant's rent will be increased accordingly to a Low Income rent or Moderate Income rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to a Very Low Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Very Low Income Units pursuant to this paragraph.

c. "**Low Income Unit**": means units restricted to households with incomes of not more than eighty percent (80%) of AMI. "AMI" means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department

of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Low Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a Low Income Unit, and the Owner shall either (1) make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Low Income Units are rented to Qualifying Households, or (2) if the tenant's income does not exceed one hundred twenty (120%) of the maximum income that would qualify the Tenant as a Moderate Income Household, the tenant shall be allowed to remain in the unit at a Moderate Income rent and the tenant's rent will be increased to a Moderate Income rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to a Low Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Low Income Units pursuant to this paragraph.

d. "**Moderate Income Unit**": means units restricted to households with incomes of not more than one hundred and twenty percent (120%) of AMI. "AMI" means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household's income exceeds the Moderate Income eligibility requirements, then the tenant shall no longer be qualified. Upon Owner's determination that any such household is no longer qualified, the unit shall no longer be deemed a Moderate Income Unit and the Owner shall make the next available unit, which is comparable in terms of size, features and number of bedrooms, a Moderate Income Unit, or take other actions as may be necessary to ensure that the total required number of Moderate Income Units are rented to Qualifying Households. The Tenant shall be notified they are no longer eligible for the BMR unit and tenant's rent will be increased to a market rate rent upon the later of sixty (60) days' notice or the renewal of the tenant's lease, and the Owner shall rent the next available unit to a Moderate Income Household. Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Moderate Income Units pursuant to this paragraph.

3.3 Income Verification and Annual Report. On or before July 1 of each year, commencing with the calendar year that the first residential unit in the Project is rented to a tenant, and annually thereafter, Owner shall obtain from each household occupying a BMR Rental Unit and submit to the City an income computation and certification form, completed by a tenant of such unit, which shall certify that the income of each Qualifying Household is truthfully set forth

in the income certification form, in the form proposed by the Owner and approved by the Director ("**Annual Report**"). Owner shall make a good faith effort to verify that each household leasing a BMR Rental Unit meets the income and eligibility restrictions for the BMR Rental Unit by taking the following steps as a part of the verification process: (a) obtain a minimum of the three (3) most current pay stubs for all adults age eighteen (18) or older; (b) obtain an income tax return for the most recent tax year; (c) conduct a credit agency or similar search; (d) obtain the three (3) most current savings and checking account bank statements; (e) obtain an income verification form from the applicant's current employer; (f) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (g) if the applicant is unemployed and has no such tax return, obtain another form of independent verification. Copies of tenant income certifications shall be available to the City upon request. The Annual Report shall, at a minimum, include the following information for each BMR Rental Unit: unit number, number of bedrooms, current rent and other charges, dates of any vacancies during the reporting period, number of people residing in the unit, total household Gross Income, and lease commencement and termination dates. The Report shall also provide a statement of the owner's management policies, communications with the tenants and maintenance of the BMR Rental Unit, including a statement of planned repairs to be made and the dates for the repairs.

3.4 Affordable Rent. The maximum Monthly Rent, defined below, chargeable for the BMR Rental Units and paid shall be as follows:

a. "**Extremely Low Income Household**": shall be 1/12th of 30 percent of 30 percent of the AMI. The Monthly Rent for an Extremely Low Income Unit rented to an Extremely Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three-bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

b. "**Very Low Income Household**": shall be 1/12th of 30 percent of 50 percent of the AMI. The Monthly Rent for a Very Low Income Unit rented to a Very Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three-bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

c. "**Low Income Household**": shall be 1/12th of 30 percent of 80 percent of the AMI. The Monthly Rent for a Low Income Unit rented to a Low Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one-bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three-bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise

approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

d. "**Moderate Income Household**": shall be 1/12th of 30 percent of 120 percent of the AMI. The Monthly Rent for a Moderate Income Unit rented to a Moderate Income Household and paid by the household shall be based on an assumed average occupancy per unit of one person per studio unit, 1.5 persons for a one- bedroom unit, 3 persons for a two-bedroom unit, 4.5 persons for a three- bedroom unit, and 6 persons for a four-bedroom unit, unless otherwise approved by the Director for an unusually large unit with a maximum of two persons per bedroom, plus one.

For purposes of this Agreement, "**Monthly Rent**" means the total of monthly payments actually made by the household for (a) use and occupancy of each BMR Rental Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Owner which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, and which are not paid directly by Owner, including parking, garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or internet service, which reasonable allowance for utilities is set forth in the County of San Mateo's Utility Allowance Schedule for detached homes, apartments, condominiums and duplexes, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Owner. Pursuant to the Guidelines, in no case shall the Monthly Rent for a BMR Rental Unit exceed 75 percent of comparable market rate rents.

3.5 Agreement to Limitation on Rents. Owner acknowledges that the Project is being developed pursuant to Project Approvals as defined in and secured by the Development Agreement. Owner hereby agrees to limit Monthly Rent as provided in this Agreement in consideration of Owner's receipt of the assistance and assurances provided by the Development Agreement and further agrees that any limitations on Monthly Rents imposed on the BMR Rental Units are in conformance with the Costa- Hawkins Act. Owner further warrants and covenants that the terms of this Agreement are fully enforceable.

3.6 Lease Requirements. No later than 180 days prior to the initial lease up of the BMR Rental Units, Owner shall submit a standard lease form to the City for approval by the Director or his/her designee. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the Guidelines. The City's failure to respond to Owner's request for approval of the standard lease form within thirty (30) business days of City's receipt of such lease, shall be deemed City's approval of such lease form. Owner shall enter into a written lease, in the form approved by the City, with each new tenant of a BMR Rental Unit prior to a tenant or tenant household's occupancy of a BMR Rental Unit. Each lease shall be for an initial term of not less than one year which may be renewed pursuant to applicable local and State laws, and shall not contain any of the provisions which are prohibited pursuant to the Guidelines, local, state and Federal laws.

3.7 Selection of Tenants. Each BMR Rental Unit shall be leased to tenant(s) selected by Owner who meet all of the requirements provided herein, and, to the extent permitted by law,

with priority given to those eligible households who either live or work in the City of Menlo Park, or meet at least one of the other preferences identified in the Guidelines. The City's BMR Administrator, on behalf of the City will provide to Owner the names of persons who have expressed interest in renting BMR Rental Units for the purposes of adding such interested persons to Owner's waiting list, to be processed in accordance with Owner's customary policies. Owner shall not refuse to lease a BMR Rental Unit to a holder of a certificate or a rental voucher under the Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

4. DEFAULT AND REMEDIES

4.1 Events of Default. The following shall constitute an "Event of Default" by Owner under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the Owner without the Owner curing such breach, or if such breach cannot reasonably be cured within such 30 day period, commencing the cure of such breach within such 30 day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Section 4 of this Agreement, the specific provision shall control.

4.2 Remedies. The occurrence of any Event of Default under Section 4.1 shall give the City the right to proceed with an action in equity to require the Owner to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.

4.3 Obligations Personal to Owner. The liability of Owner under this Agreement to any person or entity is limited to Owner's interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of Owner under this Agreement. From and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to any Project or any other agreement securing Owner's obligations under this Agreement), shall be rendered against Owner, the assets of Owner (other than Owner's interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent Owner of the Project shall be liable or obligated for the breach or default of any obligations of Owner under this Agreement on the part of any prior Owner. Such obligations are personal to the person who was the Owner at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Owner. Each Owner shall comply with and be fully liable for all obligations the Owner hereunder during its period of ownership of the Project.

4.4 Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within 30 days of the commencement of the cause.

4.5 Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

4.6 Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

4.7 Waiver of Terms and Conditions. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

4.8 Non-Liability of City Officials and Employees. No member, official, employee or agent of the City shall be personally liable to Owner or any occupant of any BMR Rental Unit, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

4.9 Cure Rights. Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by (i) Owner's limited partner, or (ii) Owner's senior mortgage lender, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner.

5. GENERAL PROVISIONS

5.1 Below Market Rate Guidelines ("Guidelines"). This Agreement incorporates by reference the Guidelines as of the date of this Agreement and any successor sections as the Guidelines may be amended from time to time. In the event of any conflict or ambiguity between

this Agreement, the requirements of state and federal fair housing laws and the Guidelines, the terms and conditions of this Agreement and the requirements of state and federal fair housing laws shall control.

5.2 Time. Time is of the essence in this Agreement.

5.3 Notices. Unless otherwise indicated in this Agreement, any notice requirement set forth herein shall be deemed to be satisfied three days after mailing of the notice first-class United States certified mail, postage prepaid, or at the time of personal delivery, addressed to the appropriate party as follows:

Owner: [_____]
[_____]
[_____]
Attention: [_____]
Email: [_____]

City : City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Manager

Such addresses may be changed by notice to the other party given in the same manner as provided above.

5.4 Successors and Assigns. This Agreement constitutes a covenant and legal restriction on the Property and shall run with the land, provided the Project remains on the Property, and all of the terms, covenants and conditions of this Agreement shall be binding upon Owner and the permitted successors and assigns of Owner.

5.5 Intended Beneficiaries. The City is the intended beneficiary of this Agreement and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement in order to, satisfy its obligations to improve, increase and preserve affordable housing within the City, as required by the Guidelines, and to provide that a certain percentage of new housing is made available at affordable housing cost to persons and families of very low, low and moderate incomes as required by the Guidelines. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

5.6 Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

5.7 Governing Law. This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

5.8 Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Owner and the City.

5.9 Approvals. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval shall not be unreasonably withheld may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

5.10 Indemnification. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel reasonably approved by City) and hold the City, its heirs, successors and assigns (the "**Indemnitees**") harmless from and against any and all demands. losses, claims, costs and expenses, and any other liability whatsoever, including without limitation, reasonable accountants' and attorneys' fees, charges and expense (collectively, "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 6.10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 6.10 shall survive the expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period.

5.11 Insurance Coverage. Throughout the Affordability Period, Owner shall comply with the insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by this reference, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit D.

5.12 Transfer and Encumbrance.

5.12.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment or lease (other than a lease of a BMR Rental Unit on an approved form under Section 3.6 hereof to a qualified tenant as described in Section 3.7 hereof) (collectively, "Transfer") of the whole or any part of any BMR Rental Unit, without the prior written consent of the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City. For purposes of this Agreement, a "significant change of ownership" shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and /or control of Owner, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners shall be restricted by this provision.

5.12.2 Permitted Transfers. The prohibitions on Transfer set forth herein shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; or (ii) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Project or the Property, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest.

5.12.3 Requirements for Proposed Transfers. The City may, in the exercise of its reasonable discretion, consent to a proposed Transfer of this Agreement and/or a BMR Rental Unit if all of the following requirements are met (provided however, the requirements of this Section 5.12.3 shall not apply to Transfers described in clauses (i) or (ii) of Section 5.12.2.

(i) The proposed transferee demonstrates to the City's satisfaction that it has the qualifications, experience and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Owner under this Agreement.

(ii) The Owner and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in the BMR Rental Unit or this Agreement together with such documentation of the proposed transferee's qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Owner under this Agreement arising after the effective date of the Transfer and all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Owner's obligations pursuant to conditions, and restrictions set forth in this Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in form recordable in the Official Records.

Consent to any proposed Transfer may be given by the City's Authorized Representative unless the City's Authorized Representative, in his or her discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City's receipt of written request by Owner, the proposed Transfer shall be deemed approved.

5.13 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, no Transfer of any BMR Rental Unit shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. This Section 5.13 shall not apply to Transfers described in clauses (i) and (ii) of Section 5.12.2.

5.14 Recovery of City Costs. Owner shall reimburse City for all reasonable City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Owner of an invoice detailing such costs.

5.15 Satisfaction of Project Wide Affordable Housing Agreement Requirements. The City hereby acknowledges and agrees that Owner's execution and delivery of this Agreement and the performance of Owner's obligations herein, satisfies Project Wide Developer's obligation to execute and record a Below Market Rate Housing Agreement and Declaration of Restrictive Covenants against the Property as set forth in Section 5 of the Project Wide Affordable Housing Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

SIGNATURES ON FOLLOWING PAGE(S).

OWNER:

[_____], a [_____]

By:_____

Its:

CITY:

CITY OF MENLO PARK, a California municipal corporation

By:_____
City Manager

ATTEST:

By:_____
City Clerk

List of Exhibits:
Exhibit A: Property Legal Description
Exhibit B: Allocation of the BMR Rental Units
Exhibit C: BMR Rental Unit Locations
Exhibit D: Insurance Requirements

Exhibit A
Property Legal Description

[Insert Legal Description for R1 Parcel, R2 Parcel, R3 Parcel, TH1 Parcels or TH2 Parcel]

Exhibit B
Allocation of BMR Rental Units in the Project

BMR Rental Units	Extremely Low Income	Very Low Income	Low Income	Moderate Income
Studio apartment				
1 bedroom apartment				
2 bedroom apartment				
3 bedroom apartment				
Total – BMR Rental Units				

Exhibit C
BMR Rental Unit Locations

ExhibitD
Insurance Requirements

Prior to initiating work on the Project and continuing throughout the Affordability Period, Owner shall obtain and maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

1. General Requirements. Owner shall procure and maintain the following insurance providing coverage against claims for injuries to persons or damages to property that may arise from or in connection with the Project, construction, management, or operation of the Property by the Owner or the Owner's agents, representatives, employees and contractors, or subcontractors, including the following:

(a) Commercial General Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain a commercial general liability policy in an occurrence policy for protection against all claims arising from injury to person or persons not in the employ of the Owner and against all claims resulting from damage to any property due to any act or omission of the Owner, its agents, or employees in the conduct or operation of the work or the execution of this Agreement. Such insurance shall include products and completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage.

(b) Commercial Automobile Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain insurance for protection against all claims arising from the use of vehicles, owned, hired, non-owned, or any other vehicle in connection with the Project, construction, operation or management of the Property. Such insurance shall cover the use of automobiles and trucks on and off the site of the Property. Coverage shall be at least as broad as Insurance Services Office covering Commercial Automobile Liability, any auto, owned, non-owned and hired auto.

(c) Workers' Compensation Insurance: The Owner (and the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Owner (and the general partners thereof), and any contractor with whom Owner has contracted for the performance of work on the Property or otherwise pursuant to this Agreement, shall maintain Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(d) Builder's Risk: Upon commencement of any construction work on the Property, Owner and all contractors working on behalf of Owner shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee as its interests may appear.

(e) Professional Liability/Errors and Omissions: Owner shall require any architects, engineers, and general contractors working on the Property to maintain Professional Liability/Errors and Omissions insurance with limits not less than Two Million Dollars ($2,000,000) each claim. Certificates evidencing this coverage must reference both the Owner and the Indemnitees. If the professional liability/errors and omissions insurance is written on a

claims made form: (i) the retroactive date must be shown and must be before the Effective Date, (ii) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Project construction, and (iii) if coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Owner must purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

(f) Property: Owner shall maintain property insurance covering all risks of loss, including earthquake and flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee as its interests may appear.

2. Minimum Limits; Adjustments. Insurance shall be maintained with limits no less than the following:

(a) Commercial General Liability and Property Damage: $2,000,000 per occurrence and $5,000,000 annual aggregate for bodily injury, personal injury and property damage; provided however, with City's advance written approval, subcontractors may maintain liability coverage with limits not less than $1,000,000 per occurrence, $2,000,000 annual aggregate.

(b) Products and Completed Operations: $3,000,000 per occurrence/aggregate.

(c) Commercial Automobile Liability: $2,000,000 combined single limit.

(d) Employer's Liability:

Bodily Injury by Accident - $1,000,000 each accident.

Bodily Injury by Disease - $1,000,000 policy limit.

Bodily Injury by Disease - $1,000,000 each employee.

(e) Professional Liability/Errors and Omissions: $2,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.

Coverage limits, and if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstance, including, but not limited to, changes in inflation and the litigation climate in California. City shall give written notice to Owner of any such adjustments, and Owner shall provide City with amended or new insurance certificates or endorsements evidencing compliance with such adjustments within thirty (30) days following receipt of such notice.

3. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Payment of all deductibles and self-insured retentions will

be the responsibility of Owner. If the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense.

4. Additional Requirements. The required general liability and automobile policies shall contain, or be endorsed to contain, the following provisions:

(a) The Indemnitees are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Owner; products and completed operations of the Owner; premises owned, occupied or used by the Owner; or automobiles owned, leased, hired or borrowed by the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees. Additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(b) All insurance shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of the Owner's/contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Indemnitees.

(d) The Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.

(e) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(f) If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

(g) Owner agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against Indemnitees regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with any construction on the Property to do likewise. Each insurance policy shall contain a waiver of subrogation for the benefit of City. If any required insurance is provided under a form

of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the applicable occurrence limits specified above.

(h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. For all liability insurance required by this Agreement, Owner (and Owner's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Owner (and Owner's contractors, as applicable) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Owner (or Owner's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Owner (or Owner's contractors as applicable) obtains insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. Acceptability of Insurers. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

6. Verification of Coverage. Prior to the Effective Date of this Agreement, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (a), (b), (c), and (e) of Section 1 above, duly executed endorsements evidencing the Indemnitees' status as additional insured, and all other endorsements and coverage required hereunder pertaining to such coverage. Prior to commencement of any construction work on the Property, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (d) and (g) of Section 1 above. Prior to City's issuance of a final certificate of occupancy or equivalent for the Project, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraph (f) of Section 1 above. Owner shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7. Insurance Certificates and Endorsements. Owner shall submit to the City all of the necessary insurance documents, including the applicable amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of required Owner policies listing all required policy endorsements to the City. Insurance Certificates and Endorsements are to be received and approved by the City within the time periods specified in Section 6 above. Should Owner cease to have insurance as required at any time, all work by Owner pursuant to this Agreement shall cease until insurance acceptable to the City is provided. Upon City's request, Owner shall, within thirty (30) days of the request, provide or arrange for the insurer to provide to City, complete certified copies of all insurance policies required under this Agreement. City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

Exhibit "D"

Pro Forma Below Market Rate Housing Agreement and Declaration of Restrictive Covenants (BMR Ownership Units)

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF

RESTRICTIVE COVENANTS

(Parkline Project – BMR Ownership Units – Parcel [TH1/TH2])

THIS BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("**Agreement**") is entered into as of_____, 20__, by and between the City of Menlo Park, a California municipal corporation ("**City**"), and [_____], a [_____] ("**Owner**"). City and Owner may be referred to individually as a "**Party**" or collectively as the "**Parties**" in this Agreement.

RECITALS

A. Owner is the owner of fee title of certain real property located in the City of Menlo Park, California, as more particularly described in the legal description attached hereto as Exhibit A and incorporated herein by this reference (the "**Property**").

B. The Property is subject to that certain Development Agreement, dated _____, 20__, by and between LPGS Menlo, LLC, a Delaware limited liability company, and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20___, as Instrument No._____ (the "**Development Agreement**").

C. Further, as required by the Development Agreement, the Property was subject to that certain Parkline Project Wide Affordable Housing Agreement, dated _____, 20__, by and between Owner's predecessor-in-interest, LPGS Menlo, LLC, a Delaware limited liability company (the "**Project Wide Developer**"), and City, and recorded in the Official Records in the Office of the San Mateo County Recorder, California, on _____, 20___, as Instrument No._____ (the "**Parkline Housing Agreement**"). The Property is a Development Parcel as described in the Parkline Housing Agreement.

D. In accordance with the Parkline Housing Agreement, Owner or Owner's predecessor-in-interest has secured approval from City of an architectural control permit allowing for the development and construction of [insert number] of [attached townhomes / detached townhomes] on the Property, as well as associated open space, circulation, parking and infrastructure improvements (the "**Project**"), of which [insert number] shall be developed and

made available for sale to and at sale prices affordable to households earning up to one hundred twenty percent (120%) of Area Median Income (the "**BMR Ownership Units**"). As determined in connection with and as a condition of the aforementioned architectural control permit, the unit composition (number of bedrooms, bathrooms, square footage) of BMR Ownership Units in the Project is more particularly described in Exhibit B attached hereto and incorporated herein by this reference; further, the location of the BMR Ownership Units within the Project are depicted on Exhibit C, attached hereto and incorporated herein by this reference.

A. As required by the Project Wide Affordable Housing Agreement, which has been released as an encumbrance against the Property contemporaneously with the imposition of the requirements of this Agreement, Owner has agreed to observe all the terms and conditions set forth below for purposes of developing, operating, marketing and selling the BMR Ownership Units. This Agreement will ensure the Project's continuing affordability.

NOW, THEREFORE, the Parties hereto agree as follows. The recitals are incorporated into this Agreement by this reference.

1. CONSTRUCTION OF THE IMPROVEMENTS.

1.1 Construction of the Project. Owner agrees to construct the Project in accordance with all applicable provisions of the Menlo Park Municipal Code and all other applicable state and local building codes, development standards, ordinances and zoning ordinances.

1.2 City and Other Governmental Permits. Before commencement of the Project, Owner shall secure or cause its contractor to secure any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. Owner shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits; City staff will, without incurring liability or expense therefore, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the Menlo Park Municipal Code, and all other applicable laws and regulations.

1.3 Compliance with Laws. Owner shall carry out the design, construction and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, all applicable City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other applicable provisions of the Menlo Park Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

2. THE BMR OWNERSHIP UNITS

2.1 Maintenance. Owner shall comply with every condition of the Project Approvals, as defined in the Development Agreement, as applicable to the Project and shall, at all times, maintain or cause the homeowners' association for the Project and the Property to maintain the Project and Property in good repair and working order, reasonable wear and tear excepted, and in

a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals and replacements to keep the Project, Property and the BMR Ownership Units in a good, clean, safe, and sanitary condition. Without limiting the foregoing, Owner agrees to maintain or cause the homeowners' association for the Property to maintain the Property (including without limitation, landscaping, driveways, parking areas, and walkways) in a condition free of all waste, nuisance, debris, unmaintained landscaping, graffiti, disrepair, abandoned vehicles/appliances, and illegal activity, and shall take all reasonable steps to prevent the same from occurring on the Property. Owner shall prevent and/or rectify any physical deterioration of the BMR Ownership Units and shall make or shall cause the homeowners' association for the Property to make all repairs, renewals and replacements necessary to keep the Property in good condition and repair, ordinary wear and tear excepted.

2.2 Monitoring and Recordkeeping. During the Term of this Agreement, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Below Market Rate Housing Program Guidelines ("**Guidelines**"), promulgated by City pursuant to Menlo Park Municipal Code Chapter 16.96 ("**BMR Ordinance**"), as such Guidelines may be amended form time to time. City shall have the right to inspect the books and records of Owner and its real estate agent or bookkeeper with respect to the BMR Ownership Units upon reasonable notice during normal business hours. Representatives of the City shall be entitled to enter the Property, upon at least 48-hour prior written notice, which can be provided via email, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the BMR Ownership Units, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Owner agrees to cooperate with the City in making the Property available for such inspection or audit. Owner agrees to maintain records in businesslike manner, and to maintain such records for a minimum of five (5) years after the date of sale of the last BMR Ownership Unit.

2.3 Non-Discrimination Covenants. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, ancestry or other class protected by Applicable Laws in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Owner establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the BMR Ownership Units. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

a. Grant Deed. The following language shall appear in each BMR Ownership Unit grant deed:

(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property herein conveyed nor shall the grantee or any person claiming under or

through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

b. Contracts. In contracts pertaining to management, construction, maintenance or other element of the Project, the following language, or substantially similar language prohibiting discrimination and segregation shall appear:

(1) There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

2.4 Recording; Senior Lien. This Agreement shall be recorded against the Property in the Official Records of the County of San Mateo such that it is senior in recording priority to all mortgages, deeds of trust or other liens, excluding property taxes. This Agreement shall run with the land.

3. OPERATION OF THE BMR OWNERSHIP UNITS

3.1 BMR Ownership Units. Owner agrees to make available, restrict sale and transfer to, and sell not less than [four/three] (4/3) BMR Ownership Units to Eligible Buyers, as hereinafter defined, at a sales price not to exceed the Maximum Sales Price as determined in accordance with the Guidelines. The BMR Ownership Units shall be of a quality comparable to all of the other units in the Project. The BMR Ownership Units shall be distributed as set forth in Exhibit C, attached hereto and incorporated herein by this reference.

3.2 Sale to Moderate Income Households. Each BMR Ownership Unit shall be sold to an Eligible Buyer at a sales price not to exceed the "Maximum Sales Price," as determined in accordance with the Guidelines. The BMR Ownership Units shall be affordable to Eligible Buyers which (a) are Moderate Income Households and (b) meet all of the requirements set forth in the Guidelines and are of the smallest household size eligible for the applicable BMR Ownership Unit on the BMR waiting list maintained by the City on the date that the Maximum Sales Price are set, as more particularly described in the Guidelines ("**Eligible Buyer**"). "**Moderate-Income Household**" means a household, as described in the Guidelines, whose Gross Income does not exceed the qualifying limit for moderate income households for San Mateo County as established and amended from time to time by HUD pursuant to Section 8 of the United States Housing Act of 1937 and published by the State of California Department of Housing and Community Development ("**HCD**") pursuant to Section 50079.5 of the California Health and Safety Code, adjusted for Actual Household Size.

3.3 Buyer Selection and Sales Process. The eligibility requirements for buyers of the BMR Ownership Units, the selection process for buyers of the BMR Ownership Units, the purchase process and sale procedures, and the occupancy requirements for the BMR Ownership Units are all set forth in the Guidelines. Owner shall independently conduct the sales and marketing functions for the sale of each BMR Ownership Unit in accordance with the terms and conditions of the Guidelines and this Agreement and at no additional cost to City. Notwithstanding the foregoing, if Owner uses a third-party broker or lender in marketing the BMR Ownership Units for the initial sale or a subsequent sale, Owner agrees to use a realtor or broker that has experience in marketing below market-rate units that require homebuyers to meet income qualifications and that require recordation of Resale Restriction Agreements limiting appreciation on future sales, and agrees to use a realtor or broker that is on City's approved list of realtors/brokers with such experience, if City maintains such a list. In addition, Owner agrees that the purchase of BMR Ownership Units will be financed by lenders that are familiar with affordable housing programs that impose resale price restrictions, and agrees to work with lenders listed on the City's approved list of lenders with such experience if City maintains such a list.

3.4 Term. This Agreement shall remain effective and fully binding until the earlier of its ninety-ninth anniversary of the Effective Date or the initial sale of all BMR Ownership Units in accordance with the provisions of this Agreement ("**Term**"); provided however, that upon initial sale of each BMR Ownership Unit to an Eligible Buyer and recordation of a fully executed Resale Restriction Agreement, such BMR Ownership Unit shall be released from this Agreement, and Owner's obligations under this Agreement with respect to each such BMR Unit shall terminate unless otherwise provided for herein. Upon the termination of this Agreement, the Parties agree to execute and record appropriate instruments to release and discharge this Agreement; provided, however, the execution and recordation of such instruments shall not be necessary or a prerequisite to the termination of this Agreement upon the expiration of the term

3.5 Third Party Purchasers. The execution and delivery of this Agreement shall not be deemed to be for the benefit of the third party purchasers of a BMR Ownership Unit or any other third party and any and all obligations and responsibilities of Owner under this Agreement are to City for whose benefit this Agreement has been entered into. No third party purchaser of a BMR Ownership Unit, homeowners' association or any other third party shall obtain any rights or standing to complain that a BMR Ownership Unit was not constructed, designed, sold or conveyed

in accordance with this Agreement, the BMR Ordinance and/or the Guidelines as a result of this Agreement. Furthermore, the acceptance of this Agreement by City, the acceptance of the interior specifications for a BMR Ownership Unit, and the conveyance of a BMR Ownership Unit to an Eligible Buyer shall conclusively indicate that Owner has complied with this Agreement, the BMR Ordinance and the Guidelines.

3.6 Conditions of Transfer. For purposes of this Agreement, "**transfer**" shall mean any voluntary or involuntary sale, assignment or transfer of ownership or any interest in a BMR Ownership Unit, including, but not limited to, a fee simple interest, joint tenancy interest, or life estate. A "transfer" shall also include any assignment or transfer of ownership or any interest in a BMR Ownership Unit into or out of trust and shall include the recording of one or more deeds of trust against a BMR Ownership Unit to secure one or more loans or to refinance an existing loan. There shall be no transfer of a BMR Ownership Unit to any person or entity, except with the express written consent of Owner and City or its designee, which consent shall be consistent with the terms of this Agreement and City's goal of creating, preserving, maintaining and protecting housing in Menlo Park for persons of moderate-income. Any transfer of a BMR Ownership Unit shall be subject to the conditions set forth in this Agreement. Nothing in this Agreement shall prohibit the sale and/or purchase of a BMR Ownership Unit to an Eligible Buyer if the City fails to make a determination of household eligibility within the time limits set forth in section 3.3(b) of this Agreement.

3.7 Prohibited Transfer/Default. Any transfer which is not in substantial compliance with the above conditions shall be deemed a "**Prohibited Transfer**". Upon receipt of any evidence of a Prohibited Transfer or any other violation of the terms of this Agreement, City shall give written notice to Owner specifying the nature of the violation. If the violation is not corrected to the satisfaction of City within ten (10) business days after the date of the notice, or within such further time as City reasonably determines is necessary to correct the violation, City may declare a default under this Agreement. Upon the declaration of a default, City may apply to a court of competent jurisdiction for specific performance of the Agreement, for an injunction prohibiting a proposed sale or transfer in violation of this Agreement, for a declaration that the Prohibited Transfer is void, or for any such other relief as may be appropriate under the circumstances. Owner shall reimburse City for all reasonable City costs, including but not limited to attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) business days following City's delivery to Owner of an invoice detailing such costs.

3.8 Owner Occupancy. Prospective purchasers of a BMR Ownership Unit must sign a written statement acknowledging their agreement that the BMR Ownership Unit must be occupied as the purchaser's principal residence and that the BMR Ownership Unit may not be rented or leased (including short team leases, such as through Airbnb or comparable rental platform), except as allowed under the Resale Restriction Agreement. Further, each purchaser of a BMR Ownership Unit must annually sign a written statement certifying compliance with the foregoing requirements.

3.9 Senior Lien Holder. Any attempt to transfer title or any interest therein in violation of these covenants shall be void, provided, however, that any deed restrictions herein shall be

subordinate to any mortgage ("**First Deed of Trust**") held by a Senior Lien Holder and/or a federally or state chartered bank or savings and loan association qualified to do business in the State of California which mortgage was obtained at the time owner purchased the BMR Ownership Unit ("**Senior Lien Holder**"). City and Owner acknowledge and agree that this Agreement is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Deed of Trust and to all advances heretofore made or which may hereafter be made pursuant to the First Deed of Trust held by a Senior Lien Holder including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Deed of Trust, curing defaults by Owner under the First Deed of Trust or for any other purpose expressly permitted by the First Deed of Trust, or (b) constructing, renovating, repairing, furnishing, fixturing or equipping a BMR Ownership Unit. The terms and provisions of the First Deed of Trust are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. In the event of a foreclosure or deed in lieu of foreclosure of the First Deed of Trust, any provisions herein or any provisions in any other collateral agreement restricting the use of a BMR Ownership Unit to moderate income households or otherwise restricting Owner's ability to sell a BMR Ownership Unit shall have no further force or effect on subsequent owners or purchasers of the BMR Ownership Unit. Any person, including his or her successors or assigns (other than Owner or a related entity of Owner), receiving title to a BMR Ownership Unit through a foreclosure or deed in lieu of foreclosure of the First Deed of Trust shall receive title to that BMR Ownership Unit free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to a BMR Ownership Unit pursuant to a deed in lieu of foreclosure, the lien of this Agreement shall automatically terminate upon the Senior Lien Holder's acquisition of title, provided that (i) City was given written notice of a default under the First Deed of Trust, (ii) City was given a reasonable period of time under the First Deed of Trust to cure the default, and (iii) City did not timely cure the default or diligently pursue a cure of the default as determined by the Senior Lien Holder, within a minimum sixty (60) day period to be provided in such notice of default sent to City. Any and all deeds of trust recorded against a BMR Ownership Unit, other than the First Deed of Trust held by the Senior Lien Holder and/or such Senior Lien Holder's successor or assignee of its interest, shall be subordinate and subject to the terms and provisions of this Agreement.

3.10 Resale Restriction Agreement and Right of First Refusal. Each subsequent buyer of a BMR Ownership Unit shall (a) execute and record a Buyer's Occupancy And Resale Restriction Agreement With Right Of First Refusal (the "**Resale Restriction Agreement**"), substantially in the form attached hereto as Exhibit D and incorporated herein by this reference, (b) execute and deliver to City the Promissory Note Secured By Deed of Trust (the "**Promissory Note**"), substantially in the form attached hereto as Exhibit E and incorporated herein by this reference, (c) execute and record a Deed of Trust And Security Agreement (the "**Deed of Trust**"), substantially in the form attached hereto as Exhibit F and incorporated herein by this reference. The Resale Restriction Agreement and Deed of Trust must be recorded against that BMR Ownership Unit at the closing of the applicable purchase and sale of the BMR Ownership Unit. Among other things, the Resale Restriction Agreement provides that for a term in fifty-five (55) years, subsequent sales of a BMR Ownership Unit may only be made at no more than the then Affordable Sales Price (as determined by Owner and approved by City) to an Eligible Buyer that qualifies as a Moderate Income Household, that the buyer must occupy the BMR Ownership Unit as its principal residence, that the BMR Ownership Unit may not be rented or leased except as may be allowed under the Resale Restriction Agreement, that the buyer may not make the BMR Ownership Unit available for short term rentals, and that the buyer is required to annually sign a

written statement certifying compliance with all of the foregoing requirements; further, if an escrow for a subsequent sale of a BMR Ownership Unit is not opened within ninety (90) days of the date of a Listing Agreement, as defined in the Resale Restriction Agreement, the City or its designee shall have a right of first refusal to purchase the BMR Ownership Unit. In connection with the sale of a BMR Ownership Unit, City may, in its discretion, require prospective buyers to (i) be pre-qualified by City or its designee, (ii) execute a disclosure agreement that explains the provisions of the Resale Restriction Agreement, (iii) execute and deliver to City a Promissory Note that secures buyer's obligation to pay City Excess Sales Proceeds and Excess Rental Proceeds, as defined in the Resale Restriction Agreement, and if applicable, and (iv) execute and record the Deed of Trust that secures performance of the Promissory Note. Concurrently with the recordation of the first Resale Restriction Agreement and Deed of Trust applicable to a BMR Ownership Unit, City shall execute and cause to be recorded an instrument releasing and reconveying this Agreement with respect to such BMR Ownership Unit, so that the particular BMR Ownership Unit will no longer be encumbered by this Agreement.

4. DEFAULT AND REMEDIES

4.1 Events of Default. The following shall constitute an "Event of Default" by Owner under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the Owner without the Owner curing such breach, or if such breach cannot reasonably be cured within such 30 day period, commencing the cure of such breach within such 30 day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Section 4 of this Agreement, the specific provision shall control.

4.2 Remedies. The occurrence of any Event of Default under this Agreement shall give the City the right to proceed with an action in equity to require the Owner to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.

4.3 Obligations Personal to Owner. The liability of Owner under this Agreement to any person or entity is limited to Owner's interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of Owner under this Agreement. From and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to any Project or any other agreement securing Owner's obligations under this Agreement), shall be rendered against Owner, the assets of Owner (other than Owner's interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent Owner of the Project shall be liable or obligated for the breach or default of any obligations of Owner under this Agreement on the part of any prior

Owner. Such obligations are personal to the person who was the Owner at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Owner. Each Owner shall comply with and be fully liable for all obligations of the Owner hereunder during its period of ownership of the Project.

4.4 Force Majeure. Subject to the party's compliance with the notice requirements as set forth below, performance by either party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within 30 days of the commencement of the cause.

4.5 Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing party shall be entitled to recover from the other party its costs of suit and reasonable attorneys' fees. This Section shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

4.6 Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

4.7 Waiver of Terms and Conditions. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

4.8 Non-Liability of City Officials and Employees. No member, official, employee or agent of the City shall be personally liable to Owner or any occupant of any BMR Ownership Unit, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

4.9 Cure Rights. Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by (i) Owner's limited partner, or (ii) Owner's senior mortgage lender, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner.

5. GENERAL PROVISIONS

5.1 Guidelines. This Agreement incorporates by reference the Guidelines as of the date of this Agreement and any applicable successor sections as the Guidelines may be amended from time to time. In the event of any conflict or ambiguity between this Agreement, the requirements of state and federal fair housing laws and the Guidelines, the terms and conditions of this Agreement and the requirements of state and federal fair housing laws shall control.

5.2 Time. Time is of the essence in this Agreement.

5.3 Notices. Unless otherwise indicated in this Agreement, any notice requirement set forth herein shall be deemed to be satisfied three days after mailing of the notice first-class United States certified mail, postage prepaid, or at the time of personal delivery, addressed to the appropriate party as follows:

Owner: _____
_____
_____

Attention: _____
Email: [_____]

City : City of Menlo Park
701 Laurel Street
Menlo Park, California 94025
Attention: City Clerk

With a Copy to: Nira Doherty
Burke Williams & Sorensen, LLP
181 Third Street
San Rafael, California 94901

Such addresses may be changed by notice to the other party given in the same manner as provided above.

5.4 Successors and Assigns. This Agreement constitutes a covenant and legal restriction on the Property and shall run with the land, provided the Project remains on the Property, and all of the terms, covenants and conditions of this Agreement shall be binding upon Owner and the permitted successors and assigns of Owner.

5.5 Intended Beneficiaries. The City is the intended beneficiary of this Agreement and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement in order to, satisfy its obligations to improve, increase and preserve affordable housing within the City, as required by the Guidelines, and to provide that a certain percentage of new housing is made available at affordable housing cost to persons and families of very low, low and moderate incomes as required by the Guidelines. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

5.6 Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

5.7 Governing Law. This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

5.8 Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Owner and the City.

5.9 Approvals. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval shall not be unreasonably withheld and may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

5.10 Indemnification. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel reasonably approved by City) and hold the City, its heirs, successors and assigns (the "**Indemnitees**") harmless from and against any and all demands. losses, claims, costs and expenses, and any other liability whatsoever, including without limitation, reasonable accountants' and attorneys' fees, charges and expense (collectively, "**Claims**") arising directly or indirectly, in whole or in part, as a result of or in connection with Owner's construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner's indemnification obligations under this Section 7.10 shall not extend to Claims to the extent resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section 7.10 shall survive the expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period

5.11 Insurance Coverage. Throughout the Affordability Period, Owner shall comply with the insurance requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference, and shall, at Owner's expense, maintain in full force and effect insurance coverage as specified in Exhibit C.

5.12 Recovery of City Costs. Owner shall reimburse City for all reasonable City costs, including but not limited to reasonable attorneys' fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee within ten (10) days following City's delivery to Owner of an invoice detailing such costs.

5.13 Satisfaction of Project Wide Affordable Housing Agreement Requirements. The City hereby acknowledges and agrees that Owner's execution and delivery of this Agreement and the performance of Owner's obligations herein, satisfies Project Wide Developer's obligation to execute and record a Below Market Rate Housing Agreement and Declaration of Restrictive Covenants against the Property as set forth in Section 5 of the Parkline Housing Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

SIGNATURES ON FOLLOWING PAGE(S).

OWNER:

[_____], a
[_____]

By:_____

Its:

CITY:

CITY OF MENLO PARK, a California municipal corporation

By:_____
City Manager

ATTEST:

By:_____
City Clerk

List of Exhibits:
Exhibit A: Legal Description
Exhibit B: BMR Ownership Unit Composition
Exhibit C: Insurance Requirements
Exhibit D: Resale Restriction Agreement
Exhibit E: Promissory Note
Exhibit F: Deed of Trust

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

COMPOSITION OF BMR OWNERSHIP UNITS

Development Parcel	Housing Type and Amount	Moderate Income Units
TH1 Parcels (Lots X, Y, Z of VTM)	3 Detached Townhomes	__ one-bed __ two-bed __three-bed __four-bed
TH2 Parcel (Lot 8 of VTM)	4 Attached Townhomes	__ one-bed __ two-bed __ three-bed __ four-bed

EXHIBIT C
Insurance Requirements

Prior to initiating work on the Project and continuing throughout the Affordability Period, Owner shall obtain and maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

1. General Requirements. Owner shall procure and maintain the following insurance providing coverage against claims for injuries to persons or damages to property that may arise from or in connection with the Project, construction, management, or operation of the Property by the Owner or the Owner's agents, representatives, employees and contractors, or subcontractors, including the following:

(a) Commercial General Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain a commercial general liability policy in an occurrence policy for protection against all claims arising from injury to person or persons not in the employ of the Owner and against all claims resulting from damage to any property due to any act or omission of the Owner, its agents, or employees in the conduct or operation of the work or the execution of this Agreement. Such insurance shall include products and completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage.

(b) Commercial Automobile Liability: The Owner and all contractors working on behalf of Owner on the Property shall maintain insurance for protection against all claims arising from the use of vehicles, owned, hired, non-owned, or any other vehicle in connection with the Project, construction, operation or management of the Property. Such insurance shall cover the use of automobiles and trucks on and off the site of the Property. Coverage shall be at least as broad as Insurance Services Office covering Commercial Automobile Liability, any auto, owned, non-owned and hired auto.

(c) Workers' Compensation Insurance: The Owner (and the general partners thereof) shall furnish or cause to be furnished to City evidence satisfactory to City that Owner (and the general partners thereof), and any contractor with whom Owner has contracted for the performance of work on the Property or otherwise pursuant to this Agreement, shall maintain Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.

(d) Builder's Risk: Upon commencement of any construction work on the Property, Owner and all contractors working on behalf of Owner shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of the Project on a replacement cost basis naming City as loss payee as its interests may appear.

(e) Professional Liability/Errors and Omissions: Owner shall require any architects, engineers, and general contractors working on the Property to maintain Professional Liability/Errors and Omissions insurance with limits not less than Two Million Dollars ($2,000,000) each claim. Certificates evidencing this coverage must reference both the Owner and the Indemnitees. If the professional liability/errors and omissions insurance is written on a claims made form: (i) the retroactive date must be shown and must be before the Effective Date, (ii) insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Project construction, and (iii) if coverage is cancelled or non-renewed and not replaced with another claims made policy form with a retroactive date prior to the Effective Date, Owner must

purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

(f) Property: Owner shall maintain property insurance covering all risks of loss, including earthquake and flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, naming City as loss payee as its interests may appear.

2. Minimum Limits; Adjustments. Insurance shall be maintained with limits no less than the following:

(a) Commercial General Liability and Property Damage: $2,000,000 per occurrence and $5,000,000 annual aggregate for bodily injury, personal injury and property damage; provided however, with City's advance written approval, subcontractors may maintain liability coverage with limits not less than $1,000,000 per occurrence, $2,000,000 annual aggregate.

(b) Products and Completed Operations: $3,000,000 per occurrence/aggregate.

(c) Commercial Automobile Liability: $2,000,000 combined single limit.

(d) Employer's Liability:

Bodily Injury by Accident - $1,000,000 each accident. Bodily

Injury by Disease - $1,000,000 policy limit.

Bodily Injury by Disease - $1,000,000 each employee.

(e) Professional Liability/Errors and Omissions: $2,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.

Coverage limits, and if necessary, the terms and conditions of insurance, shall be reasonably adjusted from time to time (not less than every five (5) years after the Effective Date nor more than once in every three (3) year period) to address changes in circumstance, including, but not limited to, changes in inflation and the litigation climate in California. City shall give written notice to Owner of any such adjustments, and Owner shall provide City with amended or new insurance certificates or endorsements evidencing compliance with such adjustments within thirty (30) days following receipt of such notice.

3. Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Payment of all deductibles and self-insured retentions will be the responsibility of Owner. If the City determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects the Indemnitees or Owner shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense.

4. Additional Requirements. The required general liability and automobile policies shall contain, or be endorsed to contain, the following provisions:

(a) The Indemnitees are to be covered as Additional Insureds as respects: liability

arising out of activities performed by or on behalf of the Owner; products and completed operations of the Owner; premises owned, occupied or used by the Owner; or automobiles owned, leased, hired or borrowed by the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees. Additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

(b) All insurance shall be primary insurance as respects the Indemnitees. Any insurance or self-insurance maintained by the Indemnitees shall be excess of the Owner's/contractor's insurance and shall not contribute with it.

(c) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Indemnitees.

(d) The Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.

(e) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(f) If any insurance policy or coverage required hereunder is canceled or reduced, Owner shall, within five (5) days after receipt of notice of such cancellation or reduction in coverage, but in no event later than the effective date of cancellation or reduction, file with City a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies. Upon failure to so file such certificate, City may, without further notice and at its option, procure such insurance coverage at Owner's expense, and Owner shall promptly reimburse City for such expense upon receipt of billing from City.

(g) Owner agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against Indemnitees regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with any construction on the Property to do likewise. Each insurance policy shall contain a

waiver of subrogation for the benefit of City. If any required insurance is provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs are included in such annual aggregate limit, such annual aggregate limit shall be three times the applicable occurrence limits specified above.

(h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. For all liability insurance required by this Agreement, Owner (and Owner's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Owner (and Owner's contractors, as

applicable) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by Owner (or Owner's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Owner (or Owner's contractors as applicable) obtains insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

5. Acceptability of Insurers. Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

6. Verification of Coverage. Prior to the Effective Date of this Agreement, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (a), (b), (c), and (e) of Section 1 above, duly executed endorsements evidencing the Indemnitees' status as additional insured, and all other endorsements and coverage required hereunder pertaining to such coverage. Prior to commencement of any construction work on the Property, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (d) and (g) of Section 1 above. Prior to City's issuance of a final certificate of occupancy or equivalent for the Project, Owner shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraph (f) of Section 1 above. Owner shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7. Insurance Certificates and Endorsements. Owner shall submit to the City all of the necessary insurance documents, including the applicable amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of required Owner policies listing all required policy endorsements to the City. Insurance Certificates and Endorsements are to be received and approved by the City within the time periods specified in Section 6 above. Should Owner cease to have insurance as required at any time, all work by Owner pursuant to this Agreement shall cease until insurance acceptable to the City is provided. Upon City's request, Owner shall, within thirty (30) days of the request, provide or arrange for the insurer to provide to City, complete certified copies of all insurance policies required under this Agreement. City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

EXHIBIT D

RESALE RESTRICTION AGREEMENT

[***See Attached***]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: City Clerk

APN: _____

Exempt From Recording Fee Per *(Space above for Recorder's Use)*
Government Code Section 27383 And Building Homes And Jobs Trust Fund Fee Per
Government Code Section 27388.1(a)(2)(D)

BUYER'S OCCUPANCY AND RESALE RESTRICTION AGREEMENT WITH RIGHT OF FIRST REFUSAL

CITY OF MENLO PARK
(*Insert Property Address*)

This Buyer's Occupancy and Resale Restriction Agreement with Right of First Refusal (this "Agreement") is entered into as of _____, 20__, by and between the City of Menlo Park, a California municipal corporation (the "City"), and _____ (the "Owner").

RECITALS

A. Pursuant to the terms of that certain Below Market Rate Housing Agreement And Declaration Of Restrictive Covenants (Parkline Masterplan – Parcel [__]) (the "Restrictive Covenant"), recorded on _____, 20__, as Document No. _____ in the Official Records of the Office of the San Mateo County Recorder ("Official Records"), that certain property described in Exhibit A to this Agreement (the "Home") was designated as a Ownership BMR Unit, to be made available for sale only to Moderate Income Households at a price not to exceed a Moderate Income Housing Cost for a period of fifty-five (55) years.

B. Owner is a Moderate Income Household, and is purchasing the Home. As a condition of purchasing the Home, and in exchange for having the opportunity to acquire the Home at a price not to exceed a Moderate Income Housing Cost, Owner is required to enter into this Agreement to ensure the continued affordability of the Home, consistent with the Restrictive Covenant.

C. This Agreement also provides the City a right of first refusal to purchase the Home at a Restricted Price, given in consideration of the economic benefits to the Owner resulting from the purchase of the Home at a price not to exceed a Moderate Income Housing Cost.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and benefits of this Agreement, the sufficiency of which is hereby acknowledged, the Owner and the City agree as follows:

ARTICLE 1. DEFINITIONS AND EXHIBITS

Section 1.1 Definitions. Unless otherwise specified in this Agreement, the following capitalized terms shall have the meanings set forth below:

(a) "Additional Financing", if obtained by Owner, is defined in Section 2.1.

(b) "Agreement" is defined in the opening paragraph.

(c) "Area Median Income" shall mean the median income for San Mateo County, California as determined by the U.S. Department of Housing and Urban Development pursuant to Section 8 of the United States Housing Act of 1937, and as published from time to time by the California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision published pursuant to California Health and Safety Code Section 50093(c). For purposes of calculating a Moderate Income Housing Cost, Area Median Income shall be adjusted for an assumed household of one person in the case of a studio unit, two persons in the case of a one-bedroom unit, three persons in the case of a two-bedroom unit, four persons in the case of a three-bedroom unit, and one additional person for every additional bedroom thereafter. For purposes of determining whether a household is a Moderate Income Household, Area Median Income shall be adjusted according to the actual size of that household.

(d) "City" is defined in the opening paragraph.

(e) "City Deed of Trust" shall mean the deed of trust, the form of which is attached hereto as Exhibit C, executed by the Owner for the benefit of the City and securing the City Note.

(f) "City Note" shall mean the promissory note, the form of which is attached hereto as Exhibit B, executed by the Owner securing the Owner's payment of Excess Sales Proceeds.

(g) "Default" is defined in Section 5.1.

(h) "Excess Sales Proceeds" shall mean the amount by which the gross sales proceeds received by the Owner from a Transfer of the Home exceeds the maximum possible Moderate Income Housing Cost.

(i) "Fair Market Value" means the value of the Home as determined by an appraisal dated no sooner than thirty (30) days prior to the date of the Owner's Notice of Intent to Sell and prepared by a certified Member of the Appraisal Institute (MAI) chosen by the Owner with experience appraising residential properties in San Mateo County.

(j) "First Lender Loan" is defined in Section 2.1.

(k) "Form of Release" is defined in Section 4.6(c).

(l) “Home” is defined in Recital A.

(m) "Inheriting Owner" is defined in Section 4.3.

(n) “Listing Agreement” is defined in Section 4.4(c).

(o) "Moderate Income Household" shall mean a household whose gross income upon initial occupancy is no more than one hundred twenty percent (120%) of Area Median Income; provided that "gross income" shall include the combined, gross, pre-tax income of all adult occupants of the household, as calculated under California Code of Regulations, Title 25, Section 6914.

(p) "Moderate Income Housing Cost" shall mean a sales price of the Home calculated to result in a monthly obligation to pay mortgage payments (principal and interest), property taxes, property insurance, mortgage insurance, utilities, and homeowners’ association dues (if applicable) in an aggregate amount not greater than one-twelfth of thirty-three percent (33%) of one hundred twenty percent (120%) of Area Median Income, assuming a fixed 30-year mortgage at then-current prevailing interest rates and an assumed down payment of ten percent (10%) of the sales price.

(q) "Official Records" is defined in Recital A.

(r) "Owner" is defined in the opening paragraph.

(s) "Owner's Notice of Intent to Sell" is defined in Section 4.4(a).

(t) "Permitted Transfer" is defined in Section 4.1.

(u) "Proposed Purchaser" is defined in Section 4.4(c).

(v) “Purchase Agreement” is defined in Section 4.6(a).

(w) "Response Notice" is defined in Section 4.4(b)

(x) "Restricted Price" is defined in Section 4.6(a).

(y) “Restrictive Covenant” is defined in Recital A.

(z) "Right of First Refusal" is defined in Section 4.6(a).

(aa) "Spouse" shall mean, (i) an individual legally married to the Owner; (ii) a registered domestic partner of the Owner, pursuant to Family Code Section 297, et seq.; or (iii) a registered domestic partner of the Owner pursuant to any local domestic partner registry created by any city, county, or city and county in California.

(bb) "Transfer" is defined in Section 4.1, and for greater clarity does not include a Permitted Transfer.

Section 1.2 Exhibits. The following exhibits are attached to this Agreement, and are incorporated by this reference:

EXHIBIT A: Legal Description of the Home

EXHIBIT B: Form of City Note

EXHIBIT C: Form of City Deed of Trust

ARTICLE 2. APPROVED FINANCING; LIEN PRIORITY

Section 2.1 Approved Financing. The City acknowledges that the Owner is acquiring the Home, in part, with a first purchase money loan (the "First Lender Loan"). [The City further acknowledges that the Owner is acquiring the Home with the following additional financing, which has been approved in advance by the City (the "Additional Financing"): ___.]

Section 2.2 Lien Priority. This Agreement is accompanied by the City Note from the Owner to the City pursuant to which the Owner agrees to pay any Excess Sales Proceeds to the City. The City Note is secured by the City Deed of Trust. The City Deed of Trust is subordinate to this Agreement, the First Lender Loan, and the lien of the Additional Financing, if any. However, this Agreement shall be superior to and have lien priority to the lien of the First Lender Loan, Additional Financing, if any, and any other lien, mortgage or deed of trust encumbering the Home.

ARTICLE 3.OWNER CERTIFICATIONS AND GENERAL OBLIGATIONS

Section 3.1 Owner Certification. The Owner certifies that the financial and other information previously provided in order to qualify to purchase the Home is true and correct as of the date first written above.

Section 3.2 Owner Occupation. The Owner shall occupy the Home as the Owner's principal and sole place of residence within thirty (30) days of close of escrow and for the entire term of this Agreement. The Owner shall be considered as occupying the Home if the Owner is living in the Home for at least ten (10) months out of each calendar year. Owner shall comply with reasonable requests from the City to certify that the Home is occupied as the Owner's principal residence.

Section 3.3 No Rentals. The rental or lease of the Home or any portion thereof for any period of time is prohibited.

Section 3.4 Maintenance.

(a) The Owner shall maintain the Home and all landscaping in good repair and in a neat, clean, sanitary, and orderly condition, in accordance with all applicable laws, so as not to cause any nuisance. The Owner agrees not to commit any waste or to permit deterioration of the Home, and shall make reasonable repairs to the Home as necessary.

(b) The Owner shall pay all homeowners association assessments levied against the Home on or before the due date of the assessment, and shall perform all obligations required in any declaration of covenants, conditions, and restrictions recorded against the Home.

Section 3.5 Insurance. The Owner shall maintain a standard all risk property insurance policy equal to the replacement value of the Home. Additional insurance requirements are set forth in the City Deed of Trust. The Owner shall provide the City with evidence of required insurance coverage upon request. If the Home is damaged or destroyed and the Owner elects not to rebuild or repair the Home, the Owner shall pay the City the portion of any insurance proceeds received by the Owner for such destruction or damage that is in excess of a Moderate Income Housing Cost.

ARTICLE 4.RESTRICTIONS ON RESALE OR TRANSFER

Section 4.1 Transfer. Any Transfer of the Home will be subject to the provisions of this Agreement including, without limitation, the exercise of the City's Right of First Refusal. Any Transfer without satisfaction of the provisions of this Agreement shall constitute a Default. For purposes of this Agreement, "Transfer" means any sale, assignment or transfer, voluntary or involuntary, of any interest in the Home, including, but not limited to, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest, an interest evidenced by a land contract by which possession of the Home is transferred and Owner retains title, any lien or mortgage, or a deed of trust, including any refinancing of the First Lender Loan, Additional Financing, if any, and any other lien, mortgage or deed of trust. A Transfer shall not include any of the following, each instead a "Permitted Transfer":

(a) To an existing Spouse;

(b) By an Owner to a Spouse where the Spouse becomes the co-owner of the Home;

(c) Between Spouses as part of a dissolution proceeding;

(d) To an existing Spouse by devise or inheritance following the death of the Owner;

(e) To an existing joint tenant with the right of survivorship upon the death of an Owner, provided the joint tenant(s) are listed as parties to this Agreement as of the date of this Agreement; or

(f) By Owner to an inter vivos revocable trust in which the Owner is the beneficiary, trustor, and trustee.

Section 4.2 Notice of Permitted Transfer; Other Conditions. Owner shall provide written notice of all Permitted Transfers to the City within thirty (30) days of the date of the Permitted Transfer; and Owner shall continue to occupy the Home as his or her principal place of residence, except where the Permitted Transfer occurs because of the Owner's death, in which event the transferee shall owner-occupy the Home and affirmatively assume Owner's obligations under this Agreement, the City Note, and the City Deed of Trust.

Section 4.3 Inheritance.

(a) In the event a Transfer occurs by devise or inheritance due to death of the Owner, the administrator of the Owner's estate or the person inheriting the Home shall provide written notice to the City of the Owner's death within sixty (60) days of the date of death.

(b) Prior to taking title to the Home, the person inheriting the Home (the "Inheriting Owner") shall provide the City with income information, to be verified by the City, so that the City may determine if the Inheriting Owner is a Moderate Income Household. If the Inheriting Owner fails to provide required financial information and/or documentation, he or she shall be deemed not to qualify as a Moderate Income Household. If the Inheriting Owner qualifies as a Moderate Income Household, he or she shall succeed to the Owner's interest and obligations under this Agreement, the City Note, and the City Deed of Trust, and new documents shall be executed between the Inheriting Owner and the City and recorded against the Home, and the documents with the Inheriting Owner shall have a remaining term of fifty-five (55) years. If the Inheriting Owner fails to qualify as a Moderate Income Household, he or she shall be required to Transfer the Home as set forth in Section 4.4, below; provided, however that the Inheriting Owner may own and occupy the Home for up to twelve (12) months prior to providing an Owner's Notice of Intent to Sell to the City, and provided further that the Inheriting Owner remains in compliance with the requirements of this Agreement and the City Deed of Trust. The Inheriting Owner shall not be required to occupy the Home during this twelve (12)-month time period, but shall not rent the Home except as provided in Section 3.4 above.

(c) If the Inheriting Owner is a minor child, such Inheriting Owner and his or her legal guardian may occupy the Home for the time period prescribed in Probate Code Section 6500 without the City determining that the legal guardian qualifies as a Moderate Income Household.

(d) For greater clarity, this Section does not apply in the case of a Permitted Transfer resulting from the Owner's death.

Section 4.4 Sale of the Home.

(a) If the Owner intends to Transfer or vacate the Home, the Owner shall give the City prompt written notice of such intent (the "Owner's Notice of Intent to Sell"). The Owner shall give the Owner's Notice of Intent to Sell prior to taking any affirmative steps to sell the Home, such as listing the Home on the Multiple Listing Service. The Owner's Intent to Sell shall include, (i) the address of the Home; (ii) the date on which the Owner intends to vacate the Home; (iii) the date the Home will be placed on the market; and (iv) the Owner's daytime phone number.

(b) Upon receipt of the Owner's Notice of Intent to Sell, the City shall calculate the Moderate Income Housing Cost, and shall submit such calculation to the Owner within fifteen (15) days of Owner's Notice of Intent to Sell (the "Response Notice").

(c) After delivering the Owner's Notice of Intent to Sell, the Owner shall ensure that the Home is in a saleable condition, and after receipt of the City's Response Notice may take steps to market the Home to a buyer (the "Proposed Purchaser"). Owner shall retain a

real estate agent, real estate broker, or similar professional to assist Owner with the sale of the Home and any commission or other charge of a real estate agent, real estate broker, or similar professional retained by Owner shall be Owner's exclusive obligation, and the City shall not be liable for any such cost. The Owner shall use bona fide good faith efforts to sell the Home in compliance with this Agreement, which shall include listing the Home on the Multiple Listing Service, keeping the Home in an orderly condition, making it available to show agents and prospective buyers, and providing buyers with eligible purchaser requirements, including income qualifications. Owner shall provide to City a fully executed and dated copy of the agreement (the "Listing Agreement") between Owner and the real estate agent, real estate broker, or similar professional engaged by Owner to assist with the sale of the Home within five (5) days of its execution.

(d) Any Proposed Purchaser shall be a Moderate Income Household. The sale shall be at a Moderate Income Housing Cost, and although closing costs shall not be included in the sales price for purposes of determining the maximum sales price, closing costs paid by the Proposed Purchaser shall be reasonable and customary in San Mateo County. The City shall verify that the sale complies with this subsection, as described in Section 4.5, below. As a condition of the City's approval of the sale, the Proposed Purchaser shall agree to sign a promissory note, deed of trust, and buyer's occupancy and resale restriction with right of first refusal substantially similar to this Agreement. It shall be a Default under this Agreement if escrow closes without the foregoing documents being executed by the Proposed Purchaser and recorded as part of the escrow, and certified copies of all of the foregoing documents shall be forwarded to the City within three (3) days of the close of escrow, together with all other information and documentation relating to the escrow that the City may reasonably request.

Section 4.5 City Approval of Proposed Sale.

(a) The Owner and the Proposed Purchaser shall provide the following information and documents to the City within ten (10) days of an offer from the Proposed Purchaser:

(1) The name, address and telephone number in writing of the Proposed Purchaser.

(2) A signed financial statement of the Proposed Purchaser in a form acceptable to the City and any other supporting documentation requested by the City. Owner acknowledges that the City may request the following documentation, (i) pay stubs for the most recent pay periods; (ii) income tax returns for the three (3) most recent tax years; (iii) an income verification form from the Proposed Purchaser's current employer; (iv) an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; and/or (v) if the Proposed Purchaser is unemployed and has no such tax return, another form of independent verification of income. The financial information shall be used by the City to determine the income eligibility of the Proposed Purchaser.

(3) The proposed sales contract and all other related documents which shall set forth all the terms of the sale of the Home, including a HUD-1 Settlement Statement.

Said documents shall include at least, (i) the sales price; and (ii) the price to be paid by the Proposed Purchaser for the Owner's personal property, if any, for the services of the Owner, if any, and any credits, allowances or other consideration, if any.

(b) Within ten (10) days (excluding weekends and City holidays) of receipt of the documentation and information described in subsection (a) of this Section, the City shall approve or disapprove the Proposed Purchaser and terms of sale. Within ten (10) days of the City's approval, but in any event prior to the close of escrow, the Owner and Proposed Purchase Purchaser shall notify the City of the name of the title company escrow holder for the sale of the Home, the escrow number, and name, address, and phone number of the escrow officer.

Section 4.6 City Right of First Refusal; Release.

(a) If an escrow is not opened within ninety (90) days of the date of the Listing Agreement, the City or its designee shall, for a period of ninety (90) additional days, have a right of first refusal (the "Right of First Refusal") to purchase the Home at the lesser of, (i) the Fair Market Value, or (ii) the maximum possible price that is a Moderate Income Housing Cost (the "Restricted Price"). The exercise of the City's Right of First Refusal shall be in the City's sole and absolute discretion, and City shall have no obligation to the Owner, a successor in interest to the Owner, or any other person to exercise the same. The City or its designee shall exercise the Right of First Refusal by delivering notice of the same to the Owner, together with the City's calculation of the Restricted Price and a standard form of California Residential Purchase Agreement And Joint Escrow Instructions (the "Purchase Agreement") prepared by the California Association of Realtors or similar organization, executed by City. Owner shall countersign the Purchase Agreement and promptly return a fully executed copy thereof to the City within five (5) days of receipt. Within sixty (60) days of the date of the Purchase Agreement, the City or its designee shall complete the purchase of the Home, bearing all customary closing costs for buyers in San Mateo County. Owner shall execute any and all documents, instruments and instructions as may reasonably be required by City or escrow to complete the sale of the Home to City or its designee. Thereafter, this Agreement shall be released from the Home.

(b) Notwithstanding subsection (a) of this Section, the Owner may continue to market the Home during the City's period within which to exercise the Right of First Refusal. If the Owner receives an offer on the Home from a Proposed Purchaser during that period, then during the City's review of documentation pursuant to Section 4.5 above, the City may exercise its Right of First Refusal, provided that in that case the City shall be required to pay Owner for the Home the greater of, (i) the Restricted Price, or (ii) the amount of the Proposed Purchaser's offer, not to exceed a Moderate Income Housing Cost.

(c) If the City or designee does not exercise its right of first refusal within the ninety (90) day period set forth in subsection (a) of this Section, then the Owner shall be free to sell the Home to any buyer at any price without restriction or City approval, and the City shall execute and record in the Official Records a release and reconveyance of this Agreement; provided, however, that the Owner shall assign any Excess Sales Proceeds to the City to be used by the City for affordable housing programs.

Section 4.7 Refinance and Subordinate Loans.

(a) Any refinancing of the First Lender Loan or the Additional Financing, and any new subordinate loans, shall require the City's approval, which shall not be unreasonably delayed or conditioned, and which shall be granted if such financing is consistent with the requirements of this Section.

(b) The City shall permit a prepayment and refinance of the First Lender Loan, provided that,

(1) Following such refinance, the principal amount of all debt secured by the Home does not exceed the greater of, (i) ninety percent (90%) of the Moderate Income Housing Cost, (ii) the remaining balance on the First Lender Loan, or (iii) such other amount approved in writing by the City in its sole and absolute discretion in order to prevent substantial hardship to the Owner;

(2) The refinanced First Lender Loan is a fully amortized fixed rate loan, is fully documented, has a term not exceeding thirty (30) years, and requires no balloon payments;

(3) If the remaining balance of the original First Lender Loan exceeds ninety percent (90%) of the Moderate Income Housing Cost, then the refinanced First Lender Loan reduces the Owner's principal and interest payments; and

(4) The total new housing cost to the Owner after the refinance does not exceed the Owner's ability to pay, as reasonably determined by City.

(c) Subordinate loans, including second or junior loans and equity lines of credit, are not permitted except as expressly approved by the City in writing. The City shall permit only those subordinate loans that conform to all of the following:

(1) Following the addition of the subordinate loan (calculated assuming a maximum permitted draw on any equity line of credit), the principal amount of all debt secured by the Home shall not exceed the greater of, (i) seventy-five percent (75%) of the Moderate Income Housing Cost, (ii) the remaining balance on the First Lender Loan, or (iii) such other amount approved in writing by the City in its sole and absolute discretion in order to prevent substantial hardship to the Owner; and

(2) The total new housing cost to the Owner does not exceed the Owner's ability to pay, as reasonably determined by City.

ARTICLE 5. DEFAULT AND REMEDIES

Section 5.1 Defaults. The following events shall constitute a default ("Default") by the Owner under this Agreement:

(a) Any material misrepresentation by the Owner has occurred to obtain the benefits of purchase of the Home or in connection with any of Owner's obligations under this Agreement;

(b) The Owner fails to occupy the Home as required under Section 3.2, and such failure continues uncured sixty (60) days following written notice by the City;

(c) The Owner rents or leases the Home in violation of Section 3.3 above;

(d) The Owner fails to provide information to the City required under this Agreement necessary to determine the Owner's compliance with the Agreement;

(e) The Owner makes any Transfer in violation of this Agreement, including any refinancing of the First Lender Loan, Additional Financing, if any, and any other lien, mortgage or deed of trust in violation of Section 4.7;

(f) A notice of default is issued under the First Lender Loan or other financing secured by the Home;

(g) A lien is recorded against the Home other than as a result of a Transfer approved by the City, and the Owner fails to discharge the lien within thirty (30) days of its recordation; provided, however, that nothing herein requires the Owner to pay any claims for labor, materials or services which the Owner in good faith disputes and is diligently contesting provided that the Owner shall, within thirty (30) days after the filing of any claim of lien, record in the Official Records, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien;

(h) The Owner commits any violation of the City Note or City Deed of Trust not otherwise specified in this Section, subject to any notice and cure provision in such document;

(i) The Owner declares bankruptcy or makes an assignment of assets for the benefit of creditors; and

(j) The Owner otherwise commits a material breach of this Agreement, and such breach remains uncured thirty (30) days following written notice by the City, provided that, if the breach cannot reasonably be cured within thirty (30) days, the Owner shall commence a cure within thirty (30) days, and shall effectuate a cure as soon as reasonably practicable thereafter.

Section 5.2 Payment of Excess Sales Proceeds. The Owner acknowledges and agrees to execute the City Note and the City Deed of Trust, and to pay any Excess Sales Proceeds to the City upon Transfer of the Home. This amount shall constitute a debt of the Owner to the City, further evidenced by the City Note and secured by the City Deed of Trust. The Owner acknowledges that the City shall have no obligation to cause termination of this Agreement or reconveyance of the City Deed of Trust until any Excess Sales Proceeds are paid to the City. The City shall use any such proceeds for affordable housing programs. The Owner and the City acknowledge that the formula for calculating the amount of Excess Sales Proceeds due from the

Owner to the City is intended to cause the Owner to receive the same or fewer net sales proceeds from the Sale of the Home at an unrestricted price to a market purchaser (in violation of this Agreement) as the Owner would receive from the sale of the Home at a Moderate Income Housing Cost.

Section 5.3 Remedies. Upon a Default, the City may exercise every remedy available at law, in equity, or under this Agreement (no such remedy being exclusive of any other available remedy), including by declaring Excess Sales Proceeds immediately due and payable, and, without further demand, accelerating payments due under the City Note and exercise the City's power of sale under the City Deed of Trust.

ARTICLE 6. NOTICE OF DEFAULT AND FORECLOSURE

Section 6.1 Request for Notice. A request for notice of default and any notice of sale under any deed of trust or mortgage with power of sale encumbering the Home shall be recorded by the City in the Official Records. The City may declare a Default under this Agreement upon receipt of any notice given to the City pursuant to Civil Code Section 2924b, and may exercise its rights as provided in Article 5.

Section 6.2 City Cure and Redemption Rights. In the event of default and foreclosure, the City shall have the same right as the Owner to cure defaults and redeem the Home prior to the foreclosure sale. Nothing herein shall be construed as creating any obligation of the City to cure any such default, nor shall this right to cure and redeem operate to extend any time limitations in the default provisions of the underlying deed of trust or mortgage.

Section 6.3 Restriction on Foreclosure Proceeds. If a creditor acquires title to the Home through deed in lieu of foreclosure, a trustee's deed upon sale, or otherwise, the Owner shall not be entitled to proceeds of sale to the extent that such proceeds otherwise payable to the Owner when added to the proceeds paid or credited to the creditor exceed a Moderate Income Housing Cost. The Owner shall instruct the holder of such excess proceeds to pay such proceeds to the City in consideration of the benefits received by the Owner through purchase of the Home under this Agreement.

ARTICLE 7. CITY NONLIABILITY AND OWNER'S INDEMNITY

Section 7.1 Nonliability for Negligence, Loss, or Damage. The Owner acknowledges and agrees that the relationship between the Owner and the City is solely that of an owner and an administrator of a City housing program, and that the City does not undertake or assume any responsibility for, or duty to, the Owner, to select, review, inspect, supervise, pass judgment on, or inform the Owner of the quality, adequacy, or suitability of the Home or any other matter. The City owes no duty of care to protect Owner against negligent, faulty, inadequate, or defective building or construction or any condition of the Home, and Owner agrees that neither Owner, or Owner's heirs, successors, or assigns, shall ever claim or have or assert any right or action against the City for any loss, damage, or other matter arising out of, or resulting from, any condition of the Home, and will hold the City harmless from any liability, loss, or damage for these things.

Section 7.2 Indemnity. Owner agrees to defend, indemnify, and hold the City harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees that the City may incur as a direct or indirect consequence of, (i) any Default by the Owner, (ii) the failure at any time of any of Owner's representations to the City to be true and correct, or (iii) Owner's purchase, ownership, use, or possession of the Home.

Section 7.3 Owner agrees on behalf of itself and its heirs, successors, and assigns, that the provisions of Section 7.1 and 7.2 above shall survive the expiration or termination of this Agreement.

ARTICLE 8. MISCELLANEOUS PROVISIONS

Section 8.1 Term of Agreement. All the provisions of this Agreement, including the benefits and burdens, run with the land and the Home and this Agreement shall bind, and the benefit hereof shall inure to, the Owner, his or her heirs, legal representatives, executors, successors in interest and assigns, and to the City and its successors for a term of fifty-five (55) years commencing on the date of recordation of this Agreement, or the date of Transfer of the Home to the City or another purchaser in compliance with this Agreement (including execution by the purchaser of a new resale restriction and option to purchase agreement for the benefit of the City). At the expiration of the Term and release of this Agreement, Owner shall no longer be subject to the affordability requirements included in this Agreement. Subject to Section 4.6(c), if the Owner sells the Home in accordance with this Agreement, upon the buyer's execution and recordation of a promissory note, deed of trust, and buyer's occupancy and resale restriction with right of first refusal substantially similar to this Agreement, the City shall cause a completed and executed Form of Release to be recorded against the Home to release the Owner from this Agreement and the City Deed of Trust, and the Owner shall, thereafter, have no further liability under the City Note.

Section 8.2 Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, gender or gender identification, sex, sexual orientation, family or marital status, ancestry, veteran status, or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Home, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home. The foregoing covenant shall run with the land.

Section 8.3 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 8.4 Controlling Law and Venue. The terms of this Agreement shall be construed according to the laws of the State of California, and venue for any legal action arising out of or pertaining to this Agreement shall be in San Mateo County, California.

Section 8.5 No Waiver. No delay or omission in the exercise of any right or remedy of the City upon any Default by the Owner shall be construed as a waiver of such right, or of a continuing waiver in the case of future Defaults.

Section 8.6 Notices. Wherever this Agreement requires any notice from either party, the notice shall be sent by personal delivery, certified mail, return receipt requested, or express delivery service with a delivery receipt, and shall be deemed effective as of the date received or the date delivery was refused as indicated in a return receipt. Unless otherwise provided by either party by written notice to the other party, notice to the Owner shall be to the address of the Home, and notice to the City shall be to the attention of the City Manager to the then current address of City Hall.

Section 8.7 Covenants Running with the Land.

(a) Owner hereby subjects the Home to the covenants and restrictions set forth in this Agreement. Owner hereby declares his or her express intent that the covenants and restrictions set forth herein shall be deemed covenants running with the land for the term of this Agreement, and shall pass to and be binding upon all parties having any interest in the Home throughout the term of this Agreement. Each and every contract, deed, lease or other instrument covering, conveying or otherwise transferring the Home or any interest therein, as the case may be, shall conclusively be held to have been executed, delivered and accepted subject to this Agreement regardless of whether the other party or parties to such contract have actual knowledge of this Agreement.

(b) The Owner and the City hereby declare their understanding and intent that,

(1) The covenants and restrictions contained in this Agreement shall be construed as covenants running with the land pursuant to Civil Code Section 1468, and not as conditions which might result in forfeiture of title by Owner;

(2) The burden of the covenants and restrictions set forth in this Agreement touch and concern the Home in that the Owner's legal interest in the Home may be rendered less valuable thereby; and

(3) The benefit of the covenants and restrictions set forth in this Agreement touch and concern the land by enhancing and increasing the enjoyment and use of the Home by eligible purchasers, the intended beneficiaries of such covenants and restrictions.

(4) All covenants and restrictions contained herein without regard to technical classification or designation shall be binding upon Owner for the benefit of the City and eligible purchasers, and such covenants and restrictions shall run in favor of such parties for the entire period during which such covenants and restrictions shall be in force and effect, without regard to whether the City is an owner of any land or interest therein to which such covenants and restrictions relate.

Section 8.8 Owner's Acknowledgment of Resale Restriction. Owner hereby acknowledges and agrees that:

(a) Owner hereby subjects the Home to certain restrictions, and limits the price for which Owner may sell the Home and the persons to whom Owner may sell the Home. The resale price limitation, and other provisions contained in this Agreement, restrict the full benefits of owning the Home. Owner may not enjoy the same economic or other benefits from owning the Home that Owner would enjoy if this Agreement did not exist.

(b) Absent the provisions of this Agreement, the Home could not be made available to eligible purchasers at a Moderate Income Housing Cost, including Owner.

(c) Owner understands all of the provisions of this Agreement. Owner accepts and agrees to the provisions of this Agreement with the understanding that this Agreement will remain in full force and effect as to the Home following any Transfer of the Home throughout the term of this Agreement.

(d) OWNER UNDERSTANDS THAT THE DETERMINATION OF THE MAXIMUM RESTRICTED RESALE PRICE OF THE HOME TO AN ELIGIBLE PURCHASER CAN BE MADE ONLY AT THE TIME OF THE PROPOSED TRANSFER, TAKING INTO CONSIDERATION INCREASES IN AREA MEDIAN INCOME AND OTHER FACTORS THAT CANNOT BE ACCURATELY PREDICTED AND THAT THE SALES PRICE PERMITTED HEREUNDER MAY NOT INCREASE OR DECREASE IN THE SAME MANNER AS OTHER SIMILAR REAL PROPERTY WHICH IS NOT ENCUMBERED BY THIS AGREEMENT. OWNER FURTHER ACKNOWLEDGES THAT AT ALL TIMES IN SETTING THE SALES PRICE OF THE HOME THE PRIMARY OBJECTIVE OF THE CITY AND THIS AGREEMENT IS TO PROVIDE HOUSING TO ELIGIBLE PURCHASERS AT AN AFFORDABLE HOUSING COST.

THE MAXIMUM RESTRICTED RESALE PRICE WILL ALMOST CERTAINLY BE LESS THAN OTHER SIMILAR PROPERTIES THAT HAVE NO RESTRICTIONS.

[***Signatures to Follow***]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY:

CITY OF MENLO PARK,
a municipal corporation

By: _____
Name: _____
City Manager

[***Signature Must Be Notarized***]

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

OWNER:

By: _____
Name: _____

By: _____
Name: _____

[***Signatures Must Be Notarized***]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
CITY NOTE

EXHIBIT C
CITY DEED OF TRUST

EXHIBIT E

PROMISSORY NOTE

[***See Attached***]

NOTICE TO OWNER: THIS DOCUMENT CONTAINS PROVISIONS RESTRICTING RESALES AND ASSUMPTIONS.

PROMISSORY NOTE
SECURED BY DEED OF TRUST

(City of Menlo Park Ownership BMR Unit)

Menlo Park, California

Excess Sales Proceeds

[DATE]

FOR VALUE RECEIVED, the undersigned owner of the Home, _____ (the "Owner"), promises to pay the City of Menlo Park, a California municipal corporation (the "City"), at 701 Laurel Street, Menlo Park, California 94025, Attn: Housing Division, or such other place as the City may designate in writing, any amounts due the City as Excess Sales Proceeds pursuant to the Resale Restriction Agreement.

1. Purpose of Note. Owner is purchasing the Home located at _____ in the City of Menlo Park pursuant to the City of Menlo Park's below market rate housing program, which provides for the purchase of homes by moderate income households at affordable prices. Because the purchase price has been restricted to a moderate income housing cost, the Owner is required and has agreed to execute a Resale Restriction Agreement which restricts the price of the Home upon resale and which requires the Owner to pay any Excess Sales Proceeds at resale to the City. In addition, the Resale Restriction Agreement prohibits the Owner from renting or leasing the Home. This promissory note (the "Note") evidences the obligation of the Owner to pay any Excess Sales Proceeds to the City.

2. Definitions. The terms set forth in this section shall have the following meanings in this Note.

(a) "City" shall have the meaning set forth in the opening paragraph hereof.

(b) "Deed of Trust" shall have the meaning set forth in Section 4 hereof.

(c) "Excess Sales Proceeds" shall have the meaning set forth in the Resale Restriction Agreement.

(d) "Home" shall mean the dwelling and the real property, on which the dwelling is located, which secure the Deed of Trust.

(e) "Note" shall have the meaning set forth in Section 1 hereof.

(f) "Owner" shall have the meaning set forth in the opening paragraph hereof.

(g) "Resale Restriction Agreement" shall mean the Buyer's Occupancy And Resale Restriction Agreement With Right of First Refusal executed by the Owner and the City and recorded on _____, in the official records of San Mateo County as Instrument No. _____, in connection with the Owner's purchase of the Home.

(h) "Term" shall mean the term of this Note, which shall be the same as the term of the Resale Restriction Agreement, as set forth in Section 8.1 of the Resale Restriction Agreement.

(i) "Transfer" shall have the meaning set forth in the Resale Restriction Agreement.

3. Payments. In the event any Excess Sales Proceeds become due and payable under the Resale Restriction Agreement, such amounts shall be immediately due and payable hereunder. Failure to declare such amounts due shall not constitute a waiver on the part of the City to declare them due in the event of a subsequent Transfer.

4. Security. This Note is secured by a deed of trust dated the same date as this Note, executed by the Owner and City and recorded on _____, in the official records of San Mateo County as Instrument No. _____ (the "Deed of Trust").

5. Due on Transfer. Any amounts due under this Note shall be due and payable in full on the date of any Transfer of the Home.

6. Default and Acceleration. The Owner shall be in default under this Note if he or she is in default under the Resale Restriction Agreement. Upon the occurrence of a default under this Note, the full amount of any Excess Sales Proceeds due under the Resale Agreement shall be immediately due and payable.

7. Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, gender or gender identification, sex, sexual orientation, family or marital status, ancestry, veteran status, or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Home, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Home.

8. Indemnity. Owner agrees to defend, indemnify, and hold City and its employees, agents, officers, and council members harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorney's fees that the City may incur as a direct or indirect consequence of Owner's failure to perform any obligations as and when required by this Note, the Deed of Trust, or the Resale Restriction Agreement.

9. No Waiver by City. Any failure by the City to pursue its legal and equitable remedies upon default shall not constitute a waiver of the City's right to declare a default and exercise all of its rights under this Note, the Resale Restriction Agreement, and the Deed of Trust. Nor shall acceptance by the City of any payment provided for herein constitute a waiver of the City's right to require prompt payment of any remaining payments owed.

10. Attorney's Fees and Costs. Owner agrees that if any amounts due under this Note are not paid when due, to pay in addition to principal and accrued interest, all costs and expenses of collection and reasonable attorney fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed.

11. Joint and Several Obligations. This Note is the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

12. No Offset. Owner hereby waives any rights of offset it now has or may hereafter have against City, its successors and assigns, and agrees to make the payments called for herein in accordance with the terms of this Note.

13. Waiver. Owner and any endorsers or guarantors of this Note, for themselves, their heirs, legal representatives, successors and assigns, respectively, severally waive diligence, presentment, protest, and demand, and notice of protest, notice of dishonor and notice of non-payment of this Note, and expressly waive any rights to be released by reason of any extension of time or change in terms of payment, or change, alteration or release of any security given for the payments hereof, and expressly waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or agreement to pay the same, and jointly and severally agree to pay all costs of collection when incurred, including reasonable attorneys' fees.

14. Notices. All notices required in this Note shall be sent by certified mail, return receipt requested, or express delivery service with a delivery receipt, or personally delivered with a delivery receipt obtained and shall be deemed to be effective as of the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the notice was returned as undeliverable as follows:

To the Owner:

At the address of the Home.

To the City:

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: Housing Division

The parties may subsequently change addresses by providing written notice of the change in address to the other parties in accordance with this Section.

15. Controlling Law. This Note shall be construed in accordance with and be governed by the laws of the State of California.

16. Assignment by City. The City may assign its right to receive the proceeds under this Note to any person and upon notice to the Owner by the City all payments shall be made to the assignee.

17. Severability. If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

18. Entire Agreement. This Note (along with the Resale Restriction Agreement and Deed of Trust) sets forth the entire understanding and agreement of the City and the Owner and any amendment, alteration or interpretation of this Note must be in writing signed by both the City and the Owner.

OWNER:

_____

EXHIBIT F

DEED OF TRUST

[***See Attached***]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attn: Housing Division

APN: _____

Exempt From Recording Fee Per Government Code Section 27383 and Building Homes & Jobs Trust Fund Fee Per Government Code Section 27388.1(a)(2)(D)

(Space above for Recorder's Use)

DEED OF TRUST
AND SECURITY AGREEMENT
([*Insert Property Address*])

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") made as of _____, 20__, among the trustor, _____ _____ (the "Owner"), whose address is _____, and _____ _____ (the "Trustee"), and the City of Menlo Park, a California municipal corporation (the "City") as Beneficiary.

The Owner, in consideration of the promises herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to the Trustee, in trust, with power of sale, the property located in San Mateo County, State of California, described in the attached Exhibit A and more commonly known as: _____ _____Menlo Park, California (the "Property").

TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust; and

TOGETHER with all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefore, whether or not the

same are, or shall be attached to said building or buildings in any manner; and all of the foregoing, together with the Property, is herein referred to as the "Security";

To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever;

TO SECURE to the City the performance of the covenants and agreements of Owner contained in that certain Buyer's Occupancy And Resale Restriction Agreement With Right of First Refusal executed by and between the Owner and the City of even date herewith (the "Resale Agreement");

TO SECURE to the City the payment of Excess Sales Proceeds (as defined in the Resale Agreement) and Excess Rental Proceeds (as defined in the Resale Agreement) that may become due by Owner to City, which payment obligation is further evidenced by a promissory note executed by the Owner to the City dated of even date herewith (the "Note"); and

TO SECURE the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Owner herein contained.

OWNER AND CITY COVENANT AND AGREE AS FOLLOWS:

1. Owner's Estate. That Owner is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Security, that other than this Deed of Trust, the Security is encumbered only by [*amend as necessary to include subordinate acquisition loans*]: (a) that deed of trust executed by Owner in connection with a loan made to Owner by _____ _____ (the "First Lender"), securing a promissory note executed by Owner in favor of the First Lender ("First Lender Note"), to assist in the purchase of the Property; and (b) the Resale Agreement. Owner agrees to warrant and defend generally the title to the Security against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring the City's interest in the Security. (As used in this Deed of Trust, the term "First Lender" shall include all successors and assigns of the First Lender.)

2. Payment of Excess Sales Proceeds and/or Excess Rental Proceeds. Owner will promptly pay to the City, when and if due pursuant to the Resale Agreement, the Excess Sales Proceeds (as defined in the Resale Agreement) and the Excess Rental Proceeds (as defined in the Resale Agreement).

3. Resale Agreement. Owner will observe and perform all of the covenants and agreements of the Resale Agreement, the Note, and this Deed of Trust.

4. Charges; Liens. Owner will pay all taxes, assessments and other charges, fines and impositions attributable to the Security which may attain a priority over this Deed of Trust, by Owner making any payment, when due, directly to the payee thereof. Upon request by the City, Owner will promptly furnish to the City all notices of amounts due under this paragraph.

In the event Owner makes payment directly, Owner will promptly discharge any lien which has priority over this Deed of Trust; provided, that Owner will not be required to discharge the lien of the deed of trust securing the First Lender Note (the "First Lender Deed of Trust") [*insert any other superior deeds of trust*], or any other lien described in this paragraph, so long as Owner will agree in writing to the payment of the obligation secured by such lien in a manner acceptable to the City, or will, in good faith, contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Security or any part thereof.

5. Hazard Insurance. Owner will keep the Security insured by a standard all risk property insurance policy equal to the replacement value of the Security (adjusted every five (5) years by appraisal, if requested by the City). If the Security is located in a flood plain, Owner shall also obtain flood insurance.

The insurance carrier providing this insurance shall be licensed to do business in the State of California and be chosen by Owner subject to approval by the City.

All insurance policies and renewals thereof will be in a form acceptable to the City and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of the First Lender Note [***insert any other holder of a note secured by a superior deed of trust in the Property***] and the City as their interests may appear and in a form acceptable to the City. The City shall have the right to hold, or cause its designated agent to hold, the policies and renewals thereof, and Owner shall promptly furnish to the City, or its designated agent, the original insurance policies or certificates of insurance, all renewal notices and all receipts of paid premiums. In the event of loss, Owner will give prompt notice to the insurance carrier and the City or its designated agent. The City, or its designated agent, may make proof of loss if not made promptly by Owner. The City shall receive thirty (30) days advance notice of cancellation of any insurance policies required under this Section 5.

Unless the City and Owner otherwise agree in writing, insurance proceeds, subject to the rights of the First Lender, will be applied to restoration or repair of the Security damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds will be used to repay any amounts due under the Resale Agreement, with the excess, if any, paid to Owner. If the Security is abandoned by Owner, or if Owner fails to respond to the City, or its designated agent, within thirty (30) days from the date notice is mailed by either of them to Owner that the insurance carrier offers to settle a claim for insurance benefits, the City, or its designated agent, is authorized to collect and apply the insurance proceeds at the City's option either to restoration or repair of the Security or to pay amounts due under the Resale Agreement.

If the Security is acquired by the City, all right, title and interest of Owner in and to any insurance policy and in and to the proceeds thereof resulting from damage to the Security prior to the sale or acquisition will pass to the City to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition, subject to the rights of the First Lender.

6. Preservation and Maintenance of Security. Owner will keep the Security in good repair and in a neat, clean, and orderly condition and will not commit waste or permit impairment or deterioration of the Security. If there arises a condition in contravention of this Section 6, and if the Owner has not cured such condition within thirty (30) days after receiving a notice of such a condition from the City, then in addition to any other rights available to the City, the City shall have the right (but not the obligation) to perform all acts necessary to cure such condition, and to establish or enforce a lien or other encumbrance against the Security to recover its cost of curing.

7. Protection of the City's Security. If Owner fails to perform the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which materially affects the City's interest in the Security, including, but not limited to, default under the First Lender Deed of Trust, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then the City, at the City's option, upon notice to Owner, may make such appearances, disburse such sums and take such action as it determines necessary to protect the City's interest, including but not limited to, disbursement of reasonable attorney's fees and entry upon the Security to make repairs.

Any amounts disbursed by the City pursuant to this paragraph, with interest thereon, will become an indebtedness of Owner secured by this Deed of Trust. Unless Owner and City agree to other terms of payment, such amount will be payable upon notice from the City to Owner requesting payment thereof, and will bear interest from the date of disbursement at the lesser of (i) ten percent (10%); or (ii) the highest rate permissible under applicable law. Nothing contained in this paragraph will require the City to incur any expense or take any action hereunder. Notwithstanding anything to the contrary, the original principal amount shall bear no interest, and the only interest payable will be interest incurred as a result of the application of this Section 7.

8. Inspection. The City may make or cause to be made reasonable entries upon and inspections of the Security; provided that the City will give Owner reasonable notice of inspection.

9. Forbearance by the City Not a Waiver. Any forbearance by the City in exercising any right or remedy will not be a waiver of the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the City will not be a waiver of the City's right to require payment of any amounts secured by this Deed of Trust.

10. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or any other document, or afforded by law or equity, and may be exercised concurrently, independently or successively.

11. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the City and Owner subject to the provisions of this Deed of Trust.

12. Joint and Several Liability. All covenants and agreements of Owner shall be joint and several.

13. Notice. Except for any notice required under applicable law to be given in another manner, wherever this Deed of Trust requires any notice from either party, the notice shall be sent by certified mail, return receipt requested, or express delivery service with a delivery receipt, and shall be deemed effective as of the date received or the date delivery was refused as indicated in a return receipt. Unless otherwise provided by either party by written notice to the other party, notice to the Owner shall be to the address of the Property, and notice to the City shall be to the attention of the City Manager to the then current address of City Hall.

14. Governing Law. This Deed of Trust shall be governed by the laws of the State of California.

15. Severability. In the event that any provision or clause of this Deed of Trust or the Resale Agreement conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust or the Resale Agreement which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Resale Agreement are declared to be severable.

16. Captions. The captions and headings in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

17. Nondiscrimination. The Owner covenants by and for itself and its successors and assigns that there shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age, disability, gender or gender identification, sex, sexual orientation, family or marital status, ancestry, veteran status, or national origin in the sale, transfer, use, occupancy, tenure or enjoyment of the Security, nor shall the Owner or any person claiming under or through the Owner establish or permit any such practice or practices of discrimination or segregation with reference to the use, occupancy, or transfer of the Security. The foregoing covenant shall run with the land.

18. Nonliability for Negligence, Loss, or Damage. Owner acknowledges, understands and agrees that the relationship between Owner and City is solely that of an owner and an administrator of a City affordable housing program, and that City neither undertakes nor assumes any responsibility for or duty to Owner to select, review, inspect, supervise, pass judgment on, or inform Owner of the quality, adequacy or suitability of the Security or any other matter. City owes no duty of care to protect Owner against negligent, faulty, inadequate or defective building or construction or any condition of the Security and Owner agrees that neither Owner, or Owner's heirs, successors or assigns shall ever claim, have or assert any right or action against City for any loss, damage or other matter arising out of or resulting from any condition of the Security and will hold City harmless from any liability, loss or damage for these things.

19. Indemnity. Owner agrees to defend, indemnify, and hold City harmless from all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorney's fees that City may incur as a direct or indirect consequence of:

(a) Owner's failure to perform any obligations as and when required by the Resale Agreement and this Deed of Trust; or

(b) the failure at any time of any of Owner's representations or warranties to be true and correct.

20. Acceleration; Remedies. Upon Owner's breach of any covenant or agreement of Owner in this Deed of Trust, including, but not limited to, the covenants to pay, when due, any sums secured by this Deed of Trust, the City, prior to acceleration, will mail by express delivery, return receipt requested notice to Owner specifying: (a) the breach; (b) the action required to cure such breach; (c) a date, not less than thirty (30) days from the date the notice is received by Owner as shown on the return receipt, by which such breach is to be cured; and (d) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust, a declaration of default under this Deed of Trust and sale of the Security. The notice will also inform Owner of Owner's right to reinstate after acceleration or declaration of default and the right to bring a court action to assert the nonexistence of default or any other defense of Owner to acceleration and sale. If the breach is not cured on or before the date specified in the notice, the City, at the City's option, may: (1) declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by California law; and (2) either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Security and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security shall not cure or waive any breach hereunder or invalidate any act done in response to such breach and, notwithstanding the continuance in possession of the Security, the City shall be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any uncured breach, including the right to: (A) exercise the power of sale; (B) commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; (C) deliver to Trustee a written declaration of default and demand for sale, pursuant to the provisions for notice of sale found at California Civil Code Sections 2924, et seq., as amended from time to time; or (D) exercise all other rights and remedies provided herein, in the instruments by which the Owner acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing all or any portion of the obligations secured hereby, or provided by law.

The City shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorney's fees.

21. Owner's Right to Reinstate. Notwithstanding the City's acceleration of the sums secured by this Deed of Trust, Owner will have the right to have any proceedings begun by the City to enforce this Deed of Trust discontinued at any time prior to five (5) days before sale of the Security pursuant to the power of sale contained in this Deed of Trust or at any time prior to

entry of a judgment enforcing this Deed of Trust if: (a) Owner pays City all sums which would be then due under this Deed of Trust and no acceleration under this Deed of Trust or the Resale Agreement has occurred; (b) Owner cures all breaches of any other covenants or agreements of Owner contained in the Resale Agreement or this Deed of Trust; (c) Owner pays all reasonable expenses incurred by City and Trustee in enforcing the covenants and agreements of Owner contained in the Resale Agreement, or this Deed of Trust, and in enforcing the City's and Trustee's remedies, including, but not limited to, reasonable attorney's fees; and (d) Owner takes such action as City may reasonably require to assure that the lien of this Deed of Trust, City's interest in the Security and Owner's obligation to comply with the Resale Agreement secured by this Deed of Trust and to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Owner, this Deed of Trust and the obligations secured hereby will remain in full force and effect as if no acceleration had occurred.

22. Due on Transfer of the Property. Upon a Transfer (as defined in the Resale Agreement) of the Property or any interest in it, the City shall require immediate payment in full of all sums secured by this Deed of Trust.

23. Reconveyance. Upon performance of all obligations of the Resale Agreement and expiration of its term and upon payment of all sums secured by this Deed of Trust, the City will request Trustee to reconvey the Security and will surrender this Deed of Trust and the Resale Agreement to Trustee. Trustee will reconvey the Security without warranty and without charge to the person or persons legally entitled thereto. Such person or persons will pay all costs of recordation, if any.

24. Substitute Trustee. The City, at the City's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. The successor trustee will succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

25. Superiority of First Lender Documents. [***Revise as necessary to include any other superior deeds of trust.***] Notwithstanding any provision herein, this Deed of Trust shall not diminish or affect the rights of the First Lender under the First Lender Deed of Trust or any subsequent First Lender deeds of trust hereafter recorded against the Security in compliance with the requirements of Section 4.7 of the Resale Agreement.

Notwithstanding any other provision hereof, the provisions of this Deed of Trust shall be subordinate to the lien of the First Lender Deed of Trust and shall not impair the rights of the First Lender, or such lender's assignee or successor in interest, to exercise its remedies under the First Lender Deed of Trust in the event of default under the First Lender Deed of Trust by the Owner. Such remedies under the First Lender Deed of Trust include the right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this Deed of Trust shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter; provided, however, if the holder of such First Lender Deed of Trust acquired title to the Property pursuant to a deed or assignment in lieu of foreclosure and notice of default was recorded against the Property in connection therewith, this Deed of Trust shall automatically terminate upon such acquisition of title,

provided that: (a) the City has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period, and (b) the City shall not have cured or commenced to cure the default within such sixty (60)-day period or commenced to cure and given its firm commitment to complete the cure in form and substance acceptable to the First Lender.

26. Request for Notice. Owner requests that copies of the notice of default and notice of sale be sent to the City in the manner set forth in Section 13, above.

IN WITNESS WHEREOF, Owner has executed this Deed of Trust as of the date first written above.

_____
Owner

_____
Owner

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

Legal Description of the Home

The land is situated in the State of California, County of San Mateo, City of Healdsburg, and is described as follows:

[Insert Legal Description Here.]

APN: _____

Exhibit "E"

Pro Forma Partial Release

RECORDING REQUESTED BY)
AND WHEN RECORDED MAIL TO:)
)
City of Menlo Park)
701 Laurel Street)
Menlo Park, CA 94025)
Attention: City Clerk)
)

Space Above This Line for Recorder's Use Only
Exempt from recording fee per Gov. Code § 27383

APN:

PARTIAL RELEASE OF PROJECT WIDE AFFORDABLE HOUSING AGREEMENT

THIS PARTIAL RELEASE OF PROJECT WIDE AFFORDABLE HOUSING AGREEMENT ("**Partial Release Agreement**") is made and entered into as of _____, 20__, by the CITY OF MENLO PARK, a California municipal corporation ("**City**") in favor of LPGS Menlo, LLC, a Delaware limited liability company ("**Project Wide Developer**") and its successors and assigns with reference to the following:

R E C I T A L S

A. Pursuant to that certain Project Wide Affordable Housing Agreement executed by Project Wide Developer and City, recorded on _____, 20___, as Instrument No._____ in the Official Records of the Office of the San Mateo County Recorder (the "Instrument"), the City imposed certain covenants, conditions and/or restrictions upon the real property described therein, a portion of which is more particularly described in Exhibit A attached hereto (the "**Released Property**").

B. As provided in [Section 5 / Section 16] of the Instrument, the City has agreed to release a portion of the real property from the Instrument.

A G R E E M E N T

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and Project Wide Developer hereby agree that the covenants, conditions and restrictions contained in the Instrument as they relate only to the Released Property are hereby unconditionally and irrevocably released as to the Released Property.

IN WITNESS WHEREOF, the undersigned have entered into this Partial Release Agreement to be effective as of the date first above written.

[Signatures on following page]

CITY:

CITY OF MENLO PARK, a California municipal corporation,

By:_____
City Manager

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____

City Attorney

DEVELOPER:

LPGS MENLO, LLC, a Delaware limited liability company

By:

Its:

EXHIBIT A

LEGAL DESCRIPTION OF RELEASED PROPERTY

APN:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento }

On _____, before me, _____, Notary Public,

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE_____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

_____

Document Date:_____Number of Pages:_____

Signer(s) Other than Named Above:_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento }

On _____, before me, _____, Notary Public,

personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SIGNATURE_____

PLACE NOTARY SEAL ABOVE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: _____

_____

_____

Document Date:_____Number of Pages:_____

Signer(s) Other than Named Above:_____

Exhibit "F"

	Total Units	Market Rate Units	Affordable Units
R1 Parcel	**300**	**255**	**45**
R2 Parcel	**300**	**255**	**45**
R3 Parcel	**154**	**0**	**154**
TH1 Parcels	**19**	**16**	**3**
TH2 Parcel	**27**	**23**	**4**
Total	**800**	**549**	**251**

Exhibit "G"

Pro Forma Assignment and Assumption Agreement

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

ASSIGNMENT AND ASSUMPTION OF PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT

(**Parkline Master Plan Project**)

THIS ASSIGNMENT AND ASSUMPTION OF PARKLINE PROJECT WIDE AFFORDABLE HOUSING AGREEMENT ("**Assignment**") is entered into as of the _____ day of _____, 20___ (the "**Assignment Date**") by and among LPGS MENLO, LLC, a Delaware limited liability company ("**Assignor**"), _____("**Assignee**"), and the City of Menlo Park, a California municipal corporation ("**City**") (each individually a "**Party**" and collectively the "**Parties**").

RECITALS

A. Assignor and the City have entered into that certain Parkline Project Wide Affordable Housing Agreement dated as of _____, 20___ which was recorded in the Official Records of the Office of the San Mateo County Recorder ("**Official Records**") on _____, 20___ as Instrument No. _____ ("**Affordable Housing Agreement**").

B. Assignor is the fee owner and holder of a long-term ground lease of the real property located within the City of Menlo Park, County of San Mateo, State of California, as further described in Exhibit A attached hereto and incorporated herein by reference which constitutes the "**Property**" as defined in the Affordable Housing Agreement and is the "**Project Wide Developer**" as defined in the Affordable Housing Agreement.

C. Assignor desires to transfer its interest in the Property to Assignee concurrently with execution of this Assignment, and Assignee desires to so acquire such interest in the Property from Assignor.

E. Assignor now desires to assign its interests, rights, duties and obligations under the Affordable Housing Agreement to Assignee, and Assignee desires to assume such interests, rights, duties and obligations from Assignor.

NOW, THEREFORE, in exchange for the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

The introductory paragraph, the Recitals, and all defined terms set forth therein are hereby incorporated into this Assignment as if hereinafter fully and completely rewritten.

1. Defined Terms. Capitalized terms not otherwise defined in this Assignment are as defined in the Affordable Housing Agreement.

2. Assignment and Assumption of Interest. Assignor hereby transfers, assigns and conveys to Assignee, all of Assignor's right, title and interest in and to, and the obligations, duties, responsibilities, conditions and restrictions under, the Affordable Housing Agreement. By accepting this assignment, Assignee, for itself and its successors and assigns, hereby expressly and unconditionally accepts the foregoing assignment, assumes the Affordable Housing Agreement, and expressly agrees for the benefit of City, to pay, perform and discharge all obligations of Assignor under the Affordable Housing Agreement, to comply with all covenants and conditions of Assignor arising from or under the Affordable Housing Agreement, and to comply with all covenants, conditions, representations and warranties of Assignee under this Agreement.

3. Substitution of Assignor. Assignee hereafter shall be substituted for and replace Assignor in the Affordable Housing Agreement and thus whenever the term "**Project Wide Developer**" appears in the Affordable Housing Agreement, it shall hereafter mean Assignee.

4. Assignor and Assignee Agreements, Indemnifications and Waivers.

(a) Assignor represents and warrants as follows:

(i) Affordable Housing Agreement. The Affordable Housing Agreement is unmodified and in full force and effect, and the City has not agreed to any amendment of any provision of the Affordable Housing Agreement.

(ii) No Defaults. To the actual knowledge of Assignor, no default on the part of City, and no breach, event, or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of City, exists under the Affordable Housing Agreement.

(iii) No Set-Offs. To the actual knowledge of Assignor, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of the City or Assignor under the Affordable Housing Agreement.

(iv) Conveyance of Title. As of the Assignment Date, Assignor is conveying a long-term ground lease and fee title to the Property to Assignee.

(b) Assignee represents and warrants as follows:

(i) Assignee is [Insert name of Assignee entity].

(ii) Assignee represents and warrants that, as of the Assignment Date, Assignee:

(A) Is acquiring a long term ground lease and fee title to the Property from Assignor;

(B) Is duly organized and validly existing under the laws of the State of California;

(C) Is qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; and

(D) Is in good standing and has all necessary powers under the laws of the State of California to own, lease or control property and in all other respects enter into and perform the undertakings and obligations of this.

(c) Assignee further represents and warrants:

(i) That no approvals or consents of any persons are necessary for the execution, delivery or performance of this Assignment by Assignee, except as have been obtained;

(ii) That the execution and delivery of this Assignment and the performance of the obligations of Assignee have been duly authorized by all necessary actions and approvals required;

(iii) That this Assignment is a legal, valid, and binding obligation of Assignee enforceable in accordance with its terms;

(iv) That the execution, delivery, and performance of this Assignment by the Assignee does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the formation agreements of the Assignee (if any), (b) any law, rule, or regulation binding upon or applicable to Assignee, or (c) any material agreements to which Assignee is a party; and

(v) That Assignee or any person or entity owning or operating the Property, has duly obtained and maintained, or will duly obtain and maintain, all licenses, permits, consents, and approvals required by all applicable governmental authorities to develop, sell, lease, own, and operate Affordable Housing Units on the Property.

(d) Assignor and Assignee each hereby waives and releases, and Assignee hereby agrees to indemnify and hold City harmless, from any and all damages, liabilities, causes of action, claims or potential claims against City (including attorneys' fees and costs) arising out of or resulting from the assignment and assumption of the Affordable Housing Agreement.

(e) Assignor acknowledges and agrees that the Affordable Housing Agreement has been fully assigned to Assignee by this Assignment and, accordingly, that Assignee shall have the exclusive right to assert any claims against City with respect to the Affordable Housing Agreement. Accordingly, without limiting any claims of Assignee

under the Affordable Housing Agreement, Assignor hereby waives any claims or potential claims by Assignor against City to the extent arising solely out of the Affordable Housing Agreement.

5. City Estoppel Provisions. The City hereby represents and warrants to the Assignor and Assignee as follows:

(a) To the extent necessary pursuant to the Affordable Housing Agreement or any document related thereto, City has approved the transfer of the Property to Assignee.

(b) The Affordable Housing Agreement is unmodified and in full force and effect, and the City has not agreed to any amendment of any provision of the Affordable Housing Agreement.

(c) To the actual knowledge of City, no default on the part of Assignor, and no breach, event, or failure of condition that, with notice or lapse of time or both, would constitute a default on the part of Assignor, exists under the Affordable Housing Agreement.

(d) To the actual knowledge of City, there are no set-offs or defenses against the enforcement of any right or remedy, or any duty or obligation, of the City or Assignor under the Affordable Housing Agreement.

6. Governing Law; Venue. This Assignment shall be interpreted and enforced in accordance with the laws of the State of California without regard to principles of conflicts of laws. Any action to enforce or interpret this Assignment shall be filed and litigated exclusively in the Superior Court of San Mateo County, California.

7. Entire Agreement/Amendment. This Assignment constitutes the entire agreement among the Parties with respect to the subject matter hereof, and supersedes all prior written and oral agreements with respect to the matters covered by this Assignment. This Assignment may not be amended except by an instrument in writing signed by each of the Parties.

8. Further Assurances. Each Party shall execute and deliver such other certificates, agreements and documents and take such other actions as may be reasonably required to consummate or implement the transactions contemplated by this Assignment and the Affordable Housing Agreement.

9. Benefit and Liability. Subject to the restrictions on transfer set forth in the Affordable Housing Agreement, this Assignment and all of the terms, covenants, and conditions hereof shall extend to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

10. Attorneys' Fees. In the event of any litigation pertaining to this Assignment, the losing Party shall pay the prevailing Party's litigation costs and expenses, including without limitation reasonable attorneys' fees.

11. Recordation. Assignor shall cause this Assignment to be recorded in the Official Records of San Mateo County concurrently with the conveyance of title to the Property from Assignor to Assignee, and shall promptly provide conformed copies of the recorded Assignment to City and Assignee.

12. Address for Notices. Assignee's address for notices, demands and communications under the Affordable Housing Agreement is as follows:

[Name of Assignee]
[Address]
[Address]
Attention: Executive Director

13. Captions; Interpretation. The section headings used herein are solely for convenience and shall not be used to interpret this Assignment. The Parties acknowledge that this Assignment is the product of negotiation and compromise on the part of all Parties, and the Parties agree, that since all have participated in the negotiation and drafting of this Assignment, this Assignment shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it.

14. Severability. If any term, provision, condition or covenant of this Assignment or its application to any Party or circumstances shall be held by a court of competent jurisdiction, to any extent, invalid or unenforceable, the remainder of this Assignment, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law unless the rights and obligations of the Parties have been materially altered or abridged thereby.

15. Counterparts. This Assignment may be executed in counterparts, each of which shall, irrespective of the date of its execution and delivery, be deemed an original, and the counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

LPGS MENLO, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ASSIGNEE:

[INSERT NAME]

By: _____
Name:
Title:

CITY:

CITY OF MENLO PARK,
a California municipal corporation

By: _____
Name:
Title: City Manager

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said State, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public [SEAL]

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said State, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public [SEAL]

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____, before me, _____, a Notary Public in and for said State, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary Public [SEAL]

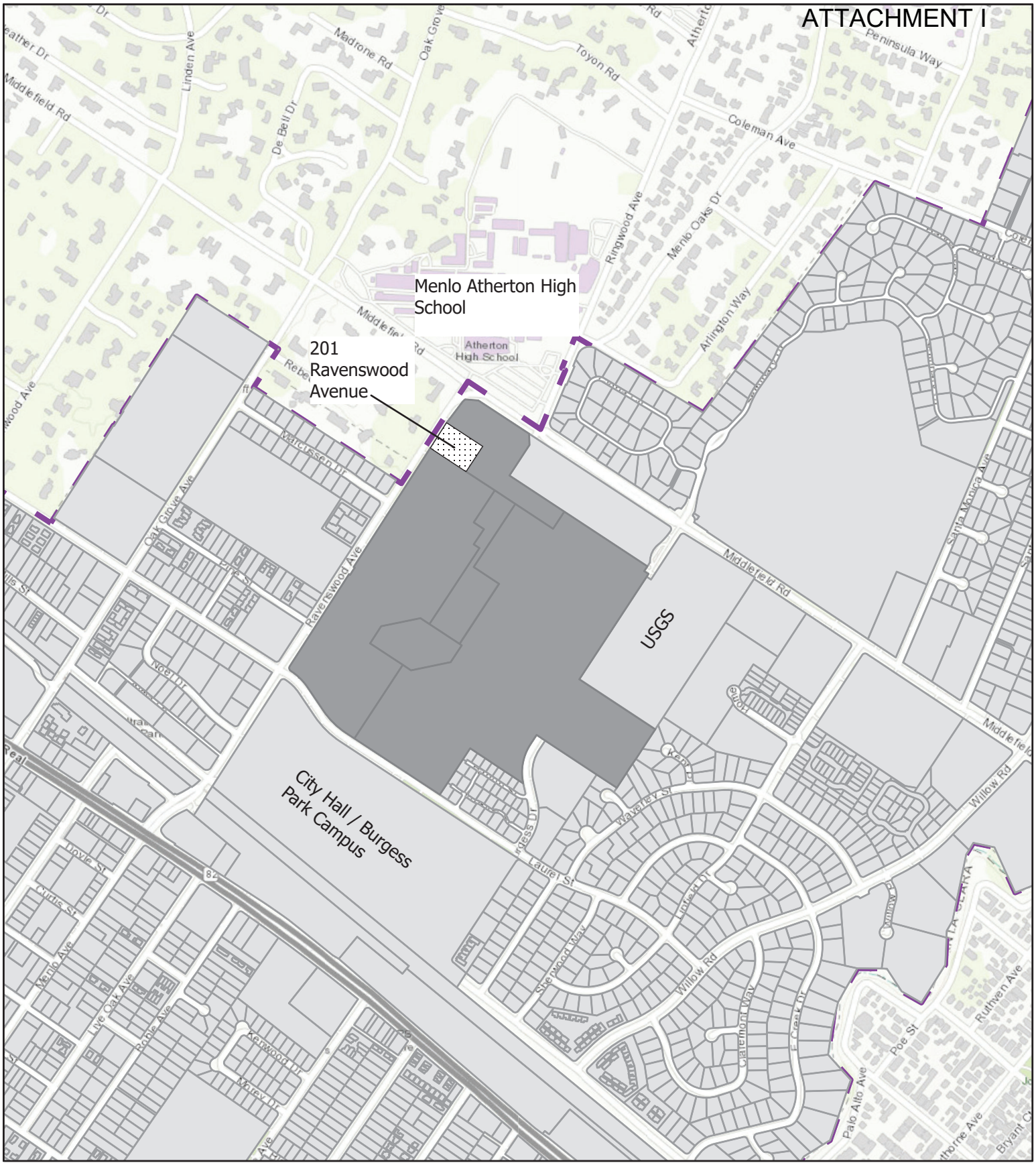
EXHIBIT A

DESCRIPTION OF PROPERTY

The real property situated in the City of Menlo Park, County of San Mateo, State of California, described as follows:

APN:

ATTACHMENT I



CITY OF MENLO PARK

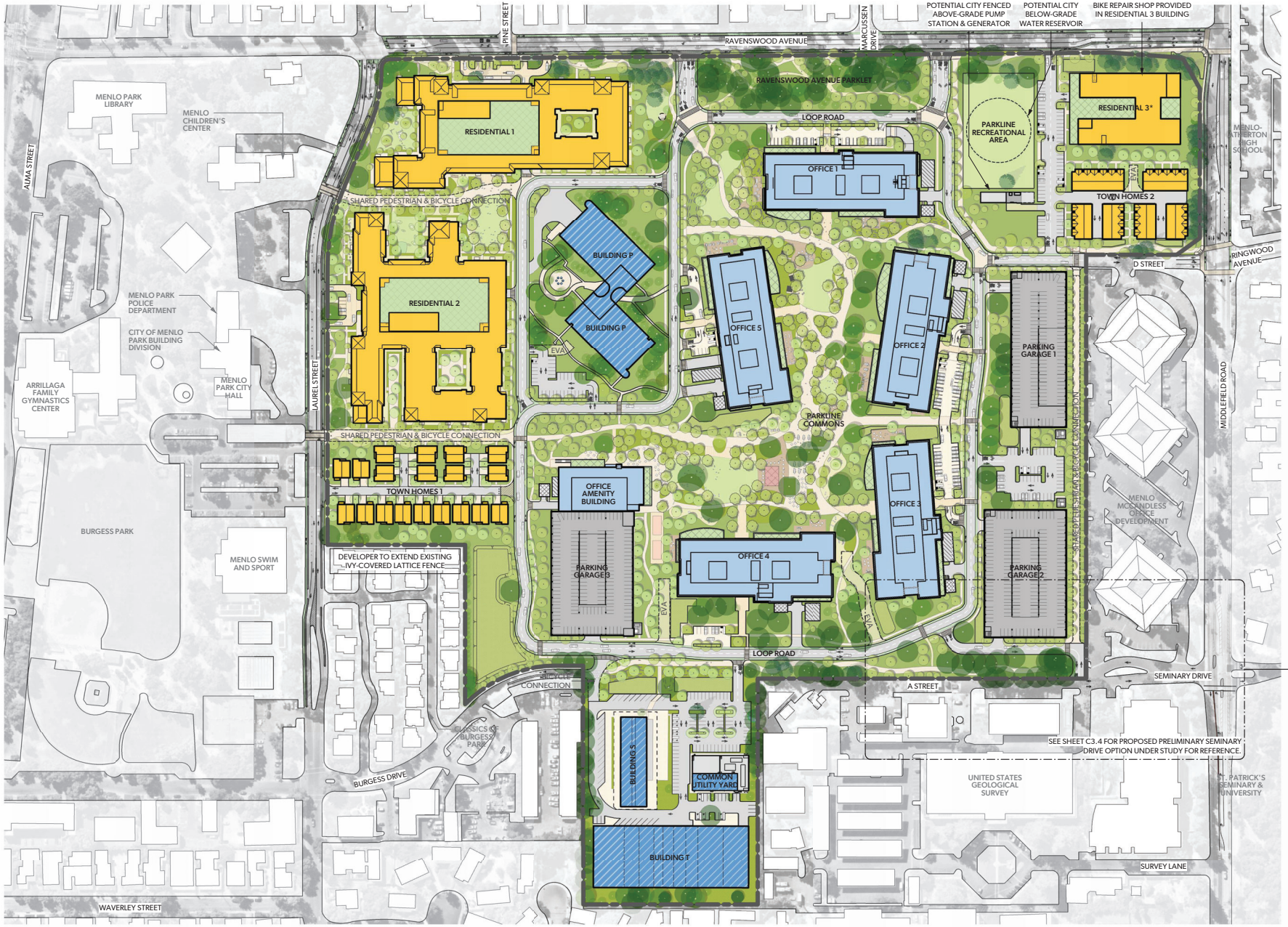
LOCATION MAP

333 RAVENSWOOD AVENUE - PARKLINE

CITY OF MENLO PARK

Scale: 1:9,000 Drawn By: CDS Checked By: KTP Date: 3/5/2025

N



NOTE:

1. PUBLIC RESTROOM PROVIDED ON THE GROUND LEVEL IN PARKING GARAGE 1. SEE SHEET G2.04 ILLUSTRATIVE MASTERPLAN.

* RESIDENTIAL BUILDING R3 (RESIDENTIAL 3) WILL BE DEVELOPED SEPARATELY BY A 3RD PARTY AFFORDABLE HOUSING DEVELOPER. THE TIMING OF CONSTRUCTION IS DEPENDENT ON A VARIETY OF FACTORS THAT ARE UNKNOWN AT THIS TIME AND NOT UNDER THE APPLICANT'S CONTROL. R3 IS THEREFORE DEPICTED AS DEVELOPED UNDER PHASE 3, BUT IT COULD BE DEVELOPED AT AN EARLIER DATE. A BIKE REPAIR SHOP IS CURRENTLY ANTICIPATED WITHIN R3 BUT ALTERNATIVE OR ADDITIONAL AMENITIES MAY ALSO BE INCLUDED SUCH AS A SMALL COFFEE OR JUICE BAR. THIS IS CONCEPTUAL PLAN AND DETAILS REGARDING SPECIFIC USES WILL BE DEVELOPED LATER DURING THE ACP PROCESS.

Scale: 1" = 100' -0"

PARKLINE LANE PARTNERS SRI STUDIOS OJB KIER+WRIGHT TCA LUMA

2025.06.24

CONCEPTUAL MASTER PLAN - FULL BUILD OUT

G2.03.4

REGULAR MEETING DRAFT MINUTES

Date: 8/25/2025
Time: 7:00 p.m.
Location: Zoom.us/join – ID# 846 9472 6242 and
City Council Chambers
751 Laurel St., Menlo Park, CA 94025

Commissioner Behroozi participated virtually from:
Marlboro Music Festival Campus Center
(Health Care Office)
2472 South Road
Marlboro, VT 05344

A. Call To Order

Chair Andrew Ehrich called the meeting to order at 7:00 p.m.

B. Roll Call

Present: Andrew Ehrich (Chair), Ross Silverstein (Vice Chair), Katie Behroozi (virtually), Linh Dan Do, Katie Ferrick, Jennifer Schindler, Misha Silin

Staff: Michael Biddle, City Attorney's Office; Mary Wagner, City Attorney's Office; Kyle Perata, Assistant Community Development Director; Corinna Sandmeier, Principal Planner; Chris Turner, Senior Planner

C. Reports and Announcements

Assistant Community Development Director Kyle Perata said the City Council at its August 29th meeting would consider adopting a resolution to authorize staff to release a request for proposals for development on the downtown parking plazas 1, 2 and 3.

Commissioner Do said September was Transit Month 2025 and highlighted a green building tour of the all-electric Burlingame Community Center on September 13th.

D. Public Comment

None

E. Consent Calendar

None

F. Public Hearing Items

F1. Consider and adopt a resolution recommending the City Council certify the Final environmental impact report, adopt CEQA findings and statement of overriding considerations for significant environmental effects, adopt a mitigation monitoring and report program; amend the General Plan Land Use Element and amend the General Plan Land Use Map to change the land use designation for the property at 201 Ravenswood Ave. to Commercial (Professional and Administrative Offices); amend the Zoning Ordinance and zoning map to create a new C-1-S (Administrative and Professional District, (Restrictive)) zoning district; rezone the project site from C-1(X) (Administrative and Professional District, (Restrictive)), R-1-S (Residential Single Family, Suburban), and P (Parking) to the proposed C-1-S district and include the "X" Conditional Development combining district overlay; approve a conditional development permit; approve a vesting tentative map; approve a development agreement; and approve a below market rate housing agreement for the proposed Parkline Master Plan Project located at 201, 301 and 333 Ravenswood Ave. and 555 and 565 Middlefield Rd. (Staff Report #25-038-PC)

The Parkline Master Plan Project, proposed by LPGS Menlo, LLC commonly referred to as "Lane Partners" would redevelop the project site with a mix of uses consisting of primarily residential and office/research and development (R&D) uses, with small restaurant and potentially retail components. The proposed project includes the following components:

- 646 residential dwelling units, inclusive of 97 below market rate units, (46 townhome-style units in two components and 600 apartments in two multifamily buildings);
- An approximately 1.6-acre portion of land, to be dedicated to an affordable housing developer for the future construction of a 100% affordable housing development project of up to 154 dwelling units;
- Retaining three existing buildings (approximately 287,000 SF) for the continued operation of SRI International ("SRI") in Menlo Park;
- Demolition of two buildings at 201 Ravenswood Ave. and approximately 1.1 million square feet within 35 buildings on the SRI campus, to be replaced with up to five office/R&D/life science buildings, a new amenity building and three parking structures;
- A limit of 1 million square feet of non-residential square footage, inclusive of the three buildings to be retained (Buildings P, S, and T), new office/R&D space, and commercial retail space;
- Decommissioning of the existing 6-megawatt natural gas power plant;
- Inclusion of community-serving space within the 100 percent affordable building; and
- Dedication of an approximately 2.6-acre public park along Ravenswood Avenue, to be built and operated by the City of Menlo Park, with the potential for the City to locate a below-grade emergency water storage reservoir and well below it.

The requested City actions and entitlements for the proposed project include General Plan text and land use map amendments, Zoning Ordinance and zoning map amendments, rezoning, conditional development permit, development agreement, vesting tentative map, below market rate (BMR) housing agreement, and environmental review.

The proposed project would include approximately 29.9 acres of private and publicly accessible open space would be developed at the project site, including a network of publicly accessible bicycle and pedestrian trails, open spaces, and active/passive recreational areas. The proposed project would remove 264 heritage trees, including 202 trees for development-related reasons and 62 for nondevelopment-related reasons (i.e., declining health, invasiveness, etc.).

The proposed conditional development permit includes modifications to the development regulations in the proposed C-1-S zoning district, and establishes project specific design standards, signage requirements, transportation demand management (TDM) requirements, regulations for hazardous materials, and the process for future architectural reviews for building and site design. The proposed project also includes a request for the use and storage of hazardous materials (diesel fuel) for back-up emergency generators. A development agreement would be entered into between the City and the applicant for the provision of community benefits, development controls, and vested rights.

The project site is currently zoned "C-1(X)" (Administrative and Professional District, Restrictive), "P" (Parking) and R-1-S (Single Family Suburban Residential) and aside from 201 Ravenswood Avenue, is governed by a Conditional Development Permit (CDP) approved in 1975, and subsequently amended in 1978, 1997, and 2004.

The Final EIR pursuant to CEQA was released on Monday, July 7, 2025. The Final EIR identifies significant and unavoidable impacts from the proposed project and project variant in the following topic areas: construction noise, construction vibration, cumulative construction noise, and historical resources. The proposed project and the project variant would result in potentially significant impacts related to air quality, cultural resources, tribal cultural resources, biological resources, geology and soils, hydrology and water quality, and hazards and hazardous materials, but these impacts would be reduced to a less-than-significant level with implementation of identified mitigation measures. Impacts related to land use and planning, transportation, energy, greenhouse gas emissions, population and housing, public services and recreation, and utilities and service systems would be less than significant.

The project site contains a toxic release site, per §6596.2 ("Cortese List") of the California Government Code. The Cortese List is a compilation of several different lists of hazardous material release sites that meet the criteria specified in §65962.5 of the California Government Code. Two listings were identified within the State Water Resources Control Board's leaking underground storage tank (UST) database; a third listing was identified as a Department of Toxic Substances Control (DTSC) military evaluation site. All three listings meet the criteria specified in §65962.5 and were identified as being within the project site. Both USTs were granted case closure by the Regional Water Quality Control Boards (RWQCB) in 1995 and 1999, respectively. The third listing was granted "No Further Action" status as of December 2013.

Commissioner Do said her residence was within 500 feet of the proposed project but due to the nature of her lease the City Attorney's office said she was able to participate in this item's hearing without conflict.

Principal Planner Sandmeier outlined the format of the meeting, the proposed recommendations, the current site description, and the proposed site plan. She said the proposed text amendment to the General Plan Commercial designation in the Land Use Element would increase the floor area ratio (FAR) from 40% to 50% for nonresidential uses and that would comport with the maximum FAR allowed in the proposed C-1-S zoning district. She said it would revise the description of professional and administrative office to add neighborhood serving retail and services as a compatible use. She said the General Plan land use map would also be amended to change the designation of the parcel at 201 Ravenswood Avenue, which was the church parcel, from residential to commercial.

Planner Sandmeier reviewed the proposed conditional development permit (CDP) that would enable comprehensive redevelopment of the project site with permitted and conditionally permitted uses for the proposed project, and limits such as biosafety levels including how long the remaining biosafety level 3 (BSL) labs in Buildings P and T could remain. She said it contained modifications to the C-1-S zoning district regulations and municipal code section 16.92 that related to signage regulations and project specific design standards. She said modifications included increased open space requirements and the Parkline development regulations and design guidelines, attached and incorporated into the CDP. She said the CDP included phasing, operational requirements, and other project-specific conditions of approval.

Planner Sandmeier referred to the development regulations and design standards in the CDP that would modify zoning regulations including increased height allowances, decreased minimum lot sizes and setbacks, and increased parking maximums for residential units. She said they also included project-specific design requirements and were specific to the individual residential and nonresidential components including massing, building modulations, building projections, exterior materials, building entrances, ground floor transparency and frontage landscaping.

Planner Sandmeier referred to the draft Development Agreement (DA) and noted it provided community benefits in exchange for vested rights for the developer that included a nonresidential square footage cap of 1-million square feet, project phasing, limits on biosafety levels and removal of existing BSL-3 labs. She said the lab in Building T would be required to be decertified by January 1, 2027 and the lab in Building P would need to be decertified prior to issuance of the first residential certificate of occupancy. She said other benefits included parkland dedication and funding, publicly accessible open space and event space that the city could use, transportation benefits such as a commuter shuttle or payment towards the city's shuttle, an affordable housing land dedication for Building R3 that included 154 units, the pilot payment in lieu of property taxes agreement, recycled water infrastructure, sustainability benefits related to the REACH codes adherence, generators and other benefits. She said the DA provided the applicant with vested rights including an eight-year initial term with two six-year extensions, and limited future impact fees, provided for phased development, and streamlined review for potential amendments to the site plan.

Planner Sandmeier referred to the Below Market Rate (BMR) Housing proposal for up to 251 BMR units and that 97% of those or 15% of the market rate units would be inclusionary units and those would be available to low income households for the rental portions. She said if the townhomes were for sale that portion would be offered to moderate income households for the potentially three detached townhomes and the four attached townhomes. She said in addition to the 15% inclusionary units that up to 154 would be 100% affordable in Building R3.

Heidi Mekkelson, project director with ICF, the lead EIR consultant for the project, introduced Kai-Ling Kuo from Hexagon, the transportation consultant, and David Doezema from Keyser Marston Associates for the preparation of the Housing Needs Assessment. She reviewed the EIR process, which began in December 2022 with the release of the Notice of Preparation and subsequent scoping followed in June 2024 with the release of the draft EIR. She said a public hearing was held to receive comments on the draft EIR on July 22, 2024. She said the Final EIR was released on July 7, 2025 and provided responses to comments received on the draft EIR, and minor revisions to the draft EIR based on the responses to comments. She said in August / September 2025 the city's decision makers would take action on the EIR and proposed project with the Planning Commission making recommendations to the City Council.

Ms. Mekkelson said the June 2024 draft EIR provided a detailed project description, a description of the environmental setting, an analysis of environmental impacts including cumulative impacts, mitigation measures and a reasonable range of alternatives to the proposed project and the project variant. She said the variant was included in the EIR because during the preparation period of the draft EIR, the project sponsor obtained control of the property at 201 Ravenswood Avenue and incorporated it into the project design so the EIR evaluated both the proposed project and the project variant at an equal level of detail so it could support approval of either design. She said staff's written recommended action to the Planning Commission was to recommend approval of the project variant to the City Council.

Ms. Mekkelson provided a list of the topics evaluated that provided a discussion of the existing setting and a discussion of environmental impacts. She said Chapter 4 of the draft EIR evaluated the potential impacts of the project variant for all of the same topics. She said impacts related to agricultural and forestry resources, mineral resources and wildfires were determined not to be significant due to the urban setting and were not addressed in detail in the EIR. She said the project site was an infill site located in a transit priority area and proposed a mixed-use residential project, so the EIR did not consider aesthetic or vehicular parking in determining the significance of impacts as allowed under CEQA. She noted for informational purposes that Appendix 3.1-1 of the draft EIR included a discussion of the potential aesthetic changes as a result of the project.

Ms. Mekkelson said for each impact identified as significant or potentially significant, the draft EIR identified mitigation measures to reduce, eliminate, or avoid the adverse effect. She said it was stated in the draft EIR if the mitigation measures would reduce the impact to a less than significant level and if they would not reduce the impact to a less than significant level the draft EIR clarified the impact would be significant and unavoidable. She presented a slide that summarized the significant and unavoidable impacts of the project and the prescribed mitigation measures to reduce those impacts to the extent feasible. She said they determined that the impacts would remain significant and unavoidable and included impacts related to construction noise, construction ground-borne vibration, cumulative construction noise, and historical resources. She presented a slide that summarized the significant and unavoidable impacts on historical resources and the mitigation measures.

Ms. Mekkelson said the Final EIR studied a total of 1.38 million square feet of nonresidential square footage and the project before the Commission tonight included 1-million square feet of nonresidential square footage. She said the Final EIR likely overstated the impacts of the project, which was a permissible approach under CEQA, and it sufficiently covered the impacts of the proposed project. She said recommending certification of the Final EIR would provide CEQA coverage for approving the proposed project.

Ms. Mekkelson said the draft EIR considered a range of reasonable alternatives as required under CEQA and those alternatives could attain most of the project's basic objectives while avoiding or substantially lessening any of the significant environmental effects of the project. She said alternatives were considered to reduce the significant and unavoidable impacts associated with construction noise and vibration but were determined to be infeasible. She said the draft EIR evaluated three preservation alternatives to the project variant intended to reduce or avoid the significant historic impacts of the project in addition to the required no-project alternative. She said none of the changes to the draft EIR warranted its recirculation as changes were points of clarification and minor corrections. She noted comments from other public agencies that received master responses and were included in the Final EIR. She said those master responses

responded to comments on project merits and non-CEQA issues, transportation demand management plan monitoring and compliance that provided detail of the project-specific TDM plan, the non-CEQA traffic analysis provided for planning and informational purposes related to traffic congestion, and for biosafety levels including that BSL-4 uses were not proposed with discussion of city policies and other applicable laws and industry practices regulating biological research labs.

Mark Murray, Lane Partners, noted they were in year five of the community outreach and emphasized how that shaped the project development and supported the opening of the campus with open space, bicycle and pedestrian circulation, and affordable housing. He said they would reduce the commercial square footage from 1.38-million square feet to 1-million square feet and under the DA terms if they came back for more square footage that would need to be residential and include required BMR units. He said residential neighbors wanted a two-story buffer that would then move from four-stories to six-stories noting the feedback to provide as close to 600 residential units as possible. He said it was with this that they first added the concept of dedicating land for one building to be dedicated to a third-party nonprofit so 100% affordable housing could be built. He said at a subsequent study session the feedback was that the Commission wanted them to strive to do 800 residential units. He said they were able to bring the church property into the development plan and were able to reach 800 units.

Mark Pfenninger, Studios Architecture, noted the closed off nature of the existing project site and the great number of heritage trees. He said they were proposing a linear park along Ravenswood that would connect Laurel to Middlefield to leverage the existence of those well grown trees to enhance the public experience. He said a multi-use path within the park was proposed and that would increase connectivity not just along the street but to the downtown as well. He said along Laurel Street the residential units would be stepped back and the heritage trees there would help define that step back creating another linear park. He said an important change was to move primary parking access off of Laurel Street for residential onto Ravenswood and into the back of the residential buildings. He noted they were able to get the height to four stories along Laurel with some five story elements along Ravenswood.

Charlie Cattlett, OJB Landscape Architecture, said their proposal extended and enhanced the existing bicycle network by introducing two multi-use paths, one from Ravenswood to Middlefield and one from Burgess to Ringwood, along with two pedestrian paseos. He said the design upgraded the Laurel Street bicycle lane to Class 4, which separated the vehicles from the bicycles and an interior Class 2 loop road that connected to the existing bicycle network. He showed slides of the setbacks along Laurel Steet characterized by wide sidewalks, seating areas and heritage trees. He said the commercial space was designed to be a series of interconnected public open spaces linked together with pedestrian paths.

Mr. Murray highlighted the community benefits of the project proposal:

- Significant publicly accessible open space
- 2.7 acre land dedication to the city for a recreational field and public uses
- 1.6 acre land dedication to a nonprofit developer (up to 154 units of 100% affordable housing)
- 2.5 miles of bicycle trails and bicycle repair kiosks
- 31% total BMR units
- Amenity building with publicly accessible café

- Removal of co-generation power plant
- Capacity for city emergency water reservoir
- Contributions toward (1) Middle Avenue Caltrain Crossing and (2) Railroad Quiet Zone

Mr. Murray highlighted the sustainability improvement efforts of the project such as decommissioning the cogeneration plant, electric buildings with photovoltaics, and recycled water infrastructure from Middlefield and Ringwood across to Laurel with multiple connection points for others to tie into.

Chair Ehrich opened the public hearing.

Public Comment:

- Peter Leizak said he was representing the owners of the McCandless Triad Office Buildings located at 525, 535 and 545 McCandless Drive, and their concerns were for the quiet enjoyment of their office tenants and employees and potential cut through traffic. He said the access on what was called D Street, which was Ringwood, was actually their private driveway and not a public street. He said they were concerned about the next door parking garages and in response the Parkline team had moved those structures back off of their property lines, but a continuing concern was cut-through traffic through their property to those parking garages. He said they would like the parking garages decreased 28% commensurate with 28% less office space being used. He referred to the new TDM plan and monitoring stations to try to prevent cut-through traffic, but said there were no accountability (consequences) in the TDM plan and requested additional accountability for that be added to the CDP. He said they would like a gateway put on their private property line on their property similar to what was there now. He said they would like some of the transportation funds used for additional transportation improvements along Middlefield. He said in the level of service analysis that all of the intersections went from C to F. He said in the prior version of CEQA that would have been considered significant and unavoidable impacts. He referred to their great concern about construction noise that was identified as significant and unavoidable yet the only mitigation, condition 11.22, was a construction fencing plan which seemed an inadequate response, and requested monitoring of the construction noise element and that the planning for construction traffic to the project avoid their property entrance. He said in general they supported the project but with mitigations they would not have impacts to their tenants and employees.

- Sue Connelly (with donated time from Rob Connelly and Joanne Goldberg), Burgess Classics resident, noted existing traffic gridlock and traffic safety concerns. She said the parking was inadequate for the complex and would create additional on street parking in surrounding areas and that was a safety issue for pedestrians and children, and would add more traffic and pollution to everyone. She referred to the theory that if parking was limited it would force people to use public transit but noted her own physical limitations. She said transit was imperfect in reality. She said her neighborhood worked closely with the Parkline development team, which had been great in listening to them and trying to incorporate some concessions and protections. She said they had found out if those concessions were not encoded in the DA, then there were no protections, and if another developer or SRI decided to sell off parts of the property, there was no protection. She said after buildout that the management team would be a different entity so they wanted assurance the needed safeguards would remain in place in perpetuity. She requested that specific additions be made to the DA to condition the agreements they had reached with the Parkline team. She said number one was to keep the

height limits agreed to with Lane Partners and that to be codified in the DA for the new apartments, townhomes and namely parking garage number three, that was along the entire back wall of all the Burgess Classics residents. She said their street was very busy and all of the new residents and office users in the project would also use that circular road. She said there would also be people cutting through to avoid gridlocks on Ravenswood and Middlefield which created very busy loud traffic immediately behind their homes. She said in the DA specifically for garage number three, the development team had agreed to keep the footprint of the 44.5-foot height the same as the current SRI building, but the zoning would allow double that or a seven-story building looking into the living spaces of the homes in Burgess Classics. She said with that garage they had discussed with the development team to have a solid wall facing their homes to add noise, pollution and light invasion protection. She said another agreement to ensure safety and security was having office use only for the garage. She said reducing the residential parking spaces and having the community access the building in the middle of the property meant that there would be a great deal of competition for that space. She said it needed to be in the DA that that garage was for office space use only with gated, keycard access. She said they also wanted a protective fence noting that currently SRI was a gated and protected secure area. She said safety screening was needed for the dust and dirt and safeguards for the removal of contaminated and biohazard materials.

- Brooke said she did not agree with finding 7D that the project would not cause detriment to the general health, well-being and safety of the community. She said she supported the project but wanted it done very thoughtfully with safeguards in place for the community as it grew. She said a concern was traffic on Laurel. She said for years they had repeatedly asked for a mockup of what the project would look like without any traffic egress or ingress on Laurel, but that was never provided. She said the development team indicated they were working on it, but it was not in any of the agreements she reviewed. She said the design was u-shaped into Laurel suggesting ingress and egress and asked how that could be safeguarded against. She said the project needed to adhere to the City's plan that had Laurel as a neighborhood street and was intended for prioritizing bicyclists and pedestrians. She said regarding Class 4 bike paths that she and her children bike and the biggest point of impact was a driveway and was where people were killed on their bikes. She said the two most recent large projects in Menlo Park were the Stanford Plaza and Springline and those both included 200 residential units and was on El Camino Real, a six lane road and this proposal had 800 units on a neighborhood street.

- Steve Schmidt said Menlo Park had the reputation of building a lot of office and not sufficient amounts of housing and it was in the city's interest to build projects that were heavy on housing and light on office space. He suggested modifying the phasing of the project outlined in the EIR so that 100% of the housing was built first. He said with the high vacancy rate of office on the peninsula and in this area at about 30% that would give the developers an opportunity to evaluate that vacancy rate and what happened to the office market. He said he thought the right thing was to pause the office building development until the last possible moment. He referred to the EIR and two alternatives that were determined to be infeasible with one an increase in housing for the basic project and the other to do 100% housing. He said those should be studied and if they had an opportunity to modify the EIR or do a supplemental EIR on those two alternatives that would be appreciated by many.

- Vincent Bressler said he shared the last speaker's concern about housing imbalance and what that was doing to their city. He noted his eight years as a planning commissioner and that he

could not support a project that increased the housing deficit. He said he estimated that this project would create at least a 500 up to 2,000 housing unit deficit even with the reduction of office square footage. He asked where all the employees of the offices were going to live noting discussions about building housing on parking lots around Burgess. He said at some point it had a real impact on the quality of life and public amenities in the city. He said the state seemed to be telling them do not add commercial uses unless you had housing. He said he thought the proposed plan should be sent back and an employee cap put in place.

- Paul Collacci noted multiple references to office space reduction of about 381 or 281 thousand square feet, and he did not think that was true. He said in the CDP and DA that there was a loophole. He said the city would basically approve the project plans for the original 1.1-million square feet with zoning changes and CDP changes that would allow for 95-foot tall office buildings although those were no longer needed anymore. He said all other obstacles to that original 1.1-million square feet project would be eliminated except for the 1-million square foot commercial cap. He said in the DA there was a modified project plan that contemplated eliminating Buildings R, S and T in favor of housing, which was a good thing, but that also freed up 287,000 square feet of commercial development that could be redeployed elsewhere on the site as new offices as part of the approvals made already. He said there was a difference between SRI lab and office so those should not be converted from one-to-one square footage. He said 700 employees in those buildings would generate about 900 trips. He said if it was redeployed as office and filled with R&D users it would generate about 3,100 trips which was a four-to-one intensity. He said the employment density would increase if buildings P, S and T were converted into office buildings. He said they could ask that the commercial cap be an office cap at 731,000 square feet or have a commercial cap of 731,000 square feet exclusive of buildings P, S and T. He said that way if buildings P, S and T were ever converted to housing, square footage could not be redeployed elsewhere on the site as brand new office. He said he appreciated the alleged reductions in office but did not think it was enough. He said he was part of the Council in 1997 that put the employee count protections in there to prevent what was actually happening now.

- Bob McDonald said he was representing the Christian Science Church members. He noted the subject property proposal came at a time when their church independently concluded it was time to sell their property and right size the footprint for their current congregation population. He said they entered into a purchase option agreement with Lane Partners as the project would create needed housing, especially affordable, open space and other community features. He said they advocated for timely approval of the project. He said to protect their interests that their contract with Lane Partners had limited time frames for the developer to achieve entitlements and proceed with the property purchase. He said he was happy to discuss the letter he sent with any of the commissioners.

- George Chang said his home on Ravenswood was directly across the street from the church property and noted the project plans showed a proposed six-story apartment complex to be built directly in front of his home and neighbors' homes that were single-story ranch-style homes. He noted privacy and access to sunlight would be impacted greatly. He said the current design was out of scale, intrusive and unsafe for residents. He asked that the design of that particular parcel be reevaluated, the current designs be rejected and alternatives required to respect the existing neighborhood character.

- Adina Levin, Menlo Park resident and part of Menlo Together, expressed support for the project noting the increased housing and reduced office space. She said she wanted to see the most attention paid to street-safety improvements particularly for people walking and biking, and to the green and recreational space offered to the city. She referred to the project's TDM plan and said the overall region was making progress in creating a multi-agency transit pass, and as written the plan should accommodate changes in transit passes that would allow it to be multi-agency. She referred to the comment by a nearby office about traffic impacts and said the TDM plan could include participation in a Transportation Management Association open to nearby existing businesses to opt into.

- Kevin Rennie, Willows neighborhood, said he wanted to echo the concerns raised by the Burgess Classics' residents noting that once a week at least he bicycled on Laurel and participated in summer camps at Menlo College and Encinal. He said that was critical infrastructure and it needed more attention as to how the proposed project would impact it. He said level of service at those intersections going from C to F was highly concerning for him as most of his family's transportation within Menlo Part was by biking or walking. He said regarding RHNA he would like this project to be net positive for Menlo Park. He said he would like Lane Partners to reach out to the state representatives and further assist or motivate the state to look at regions instead of one particular city for housing needs assessment noting the significant amount required of Menlo Park and that the richest neighboring areas with the lowest amount of housing were Atherton and Woodside. He said some outreach had been made with the community about bicycle and pedestrian safety, but the city's Complete Streets Commission had not been reached out to, and he encouraged that to happen as the city had tasked that commission to review large land use projects.

- Naomi Goodman, Menlo Park resident, said she had previously expressed concerns about the BSL-3 labs in buildings P and T and thanked the development team and EIR consultants for providing an expert opinion on the safety record of BSL-3 labs. She said the industry had an overall good safety record but the age of the SRI buildings and proximity to future residents required extra caution. She said she strongly supported the DA conditions that SRI would decommission the BSL-3 facilities and that any new R&D buildings would not accommodate BSL-3 labs. She requested a process in the DA to ensure that that agreement was kept by SRI and their future tenants with consequences for violations. She said another concern was the lack of an employee cap and its impact on jobs-housing ratios and traffic. She said the master response in the EIR simply said that CEQA did not require consideration of jobs-housing ratio unless the city had a policy and suggested it was long past time for the city to develop such policy. She said the five new commercial buildings could accommodate over 4,000 workers if those were leased to startups more than twice the number of residents in the new housing. She asked that an employee cap be reconsidered. She said the drawings of the new proposed commercial buildings showed violations of the requirements for bird-friendly design in areas of reflective glass, transparent corners and railings. She said Menlo Park needed stronger bird-safety design standards.

- Elia Kazemi, attorney with Lozano Smith, said her firm represented Sequoia Union High School District (District), and she was speaking on behalf of their client. She said the city's environmental review of the project was inadequate noting that for over a decade the District had raised concerns about the cumulative impact of large-scale residential projects. She said this project was just the latest in a series of developments that would bring more families and

students into already overburdened schools. She said as enrollment grew, school facilities became less functional, affecting the quality and efficiency of its educational programs. She said the District in its comment letter on the draft EIR outlined the gaps in environmental analysis especially regarding cumulative impacts and no-facility related impacts. She said CEQA required a full review of all significant environmental impacts, including those indirectly affecting schools. She said the city continued to dismiss the District's concerns, relying heavily on SB50 and government code 65996 to claim that school impact fees were sufficient to mitigate these impacts on the District. She said case law was clear and SB50 limited developer fees and not CEQA review. She said CEQA still mandated analysis and mitigation of school-related impacts. She said there were many costly impacts associated with growth that did not directly relate to the ability to accommodate new students and examples included increased traffic and road safety concerns, safety measures to address pedestrian travel to school, and noise pollution that required soundproofing. She said the EIR claimed the District would be able to accommodate the students generated directly and indirectly by the project, but by its own admission the city did not know where those students would be accommodated. She said concerningly it also admitted that future enrollment trends were not used to inform their analysis, despite ongoing development in the area. She said without knowing which schools would absorb new students, the city could not assess traffic shifts, safety needs and environmental impacts. She said CEQA demanded analysis of cumulative impacts when they were considerable, and they clearly were. She said the District was not opposing development, but was advocating for responsible planning that supported the entire community. She said it had proposed constructive solutions in the past such as the inclusion of school facility improvements through the city's community amenities process, but those suggestions had been disregarded. She said the District was prepared to work with the city and developers to ensure the new development strengthened not only housing but also the city's educational needs.

- David Crabbe, Sierra Club's Sustainable Land Use Committee, said they had commented on the draft EIR and the DA, and were supportive of the project noting the plan had evolved positively. He noted in particular sustainability efforts including electric buildings and favorable responses to biosafety concerns. He said they urged the city to include the DA specifically and the biosafety recommendations in the staff report before approving either the EIR or DA.

- Will Oursler, District 3 resident and Housing Commissioner, said he was speaking as a private resident. He said he was excited to see the project moving forward and thought it was the right project and in the right place. He said he was especially enthusiastic about the added public space near his home. He encouraged the Commission to keep in mind the time sensitive nature of negotiations.

- Patti Fry said she had sent several letters regarding the project that she did not think had been sent through to the Planning Commission. She said she hoped they would ask staff some of the questions she had posed in her correspondence. She said the reduction in office space as noted by others was not really that much as what was studied before was 1.1-million square feet of incremental nonresidential and now it had 1.0-million square feet of incremental nonresidential. She said that was a real issue as the SRI buildings that were going to stay there were very low impact and now could be replaced wholly by high-impact nonresidential development. She asked they consider removing those because in most of the analyses in the EIR they were considered part of the existing conditions and not part of the incremental growth and remove it from the DA as an option for later redevelopment. She said what was really

wanted was to replace nonresidential with residential and expressed appreciation that the developer was willing to consider that. She said that should be done when the time came and to let the P, S and T buildings continue there but not be included in the developable, re-developable square feet. She said that 5% of the housing might not be built because of field adjustments and suggested the units could just be smaller rather than reducing the total number of units, noting 5% was 40 units.

- Karen Grove, Menlo Park resident, said she was speaking for herself and Menlo Together, which envisioned a city that was integrated and diverse, multi-generational and environmentally sustainable. She said they enthusiastically supported the proposed project and encouraged the Planning Commission to recommend approval to the City Council without delay. She said Lane Partners and SRI had been extremely responsive to community input and creative and tireless in finding ways to meet what seemed to be conflicting demands.

- Brielle Johnck said they had been waiting a long time for redevelopment of the property but admitted disappointment as she thought it could be so much better. She said it was a 1-million square foot office park with housing scattered around the edges. She said Menlo Together worked hard to get those 800 housing units and she appreciated that, but they failed in accepting the large office component, and city planners failed in rejecting the alternative for a 100% residential project as well as another alternative that had a reduction in office and could have added 900 housing units to the 800 units that Menlo Together had won. She said 1700 housing units would have made a balanced project with a one-to-one ratio for jobs and housing. She said they needed housing and not office and suggested there was time to correct the proposal.

Chair Ehrich closed the public hearing.

Commissioner Silverstein noted the commitment to reduce the total commercial square footage to 1-million square feet and potentially add more housing and asked if Lane Partners was willing to commit to how much more housing that would be.

Mr. Murray said this was a relatively new concept they had introduced. He said they would have an absolute maximum of commercial product under the DA and no process within the DA to come back and do more in the future. He said they had studied the 800 housing units proposed and agreed to in the DA. He said anything they might want to add to the project would have to be housing with the appropriate amount of affordability and if they did that, they had the benefits of a fast track approval process. He said assuming the initial project was approved certain elements could go directly to architectural review so in theory office buildings could go forward, and the apartment buildings, townhomes and 100% affordable building could go forward. He said their goal was to add housing to whatever they submitted next but adding housing would not go straight to architectural review but would be a resubmittal of the CDP with more housing added that would trigger a determination of what level of CEQA review was needed. He said their goal by next year in conjunction with, or even before they submitted anything for architectural review, was that they would have a new CDP showing the additional housing.

Commissioner Silverstein referred to the concerns about traffic particularly on Laurel Street. He said access from Laurel Street currently was proposed for emergency only and noted public comment that be formalized as part of the DA. He asked if that was subject to change in the future.

Mr. Murray said it was a legal question as to whether that was already ensured or not, but if it was not, they were completely comfortable committing to that and to not changing anything in the project as it related to having additional driveways or even capacity increased on those driveways as it related to Laurel.

Commissioner Silverstein said the plans currently had a Class 4 bike lane on Laurel. He said it had been communicated to him that part of the reason Menlo Park had not been able to have a Class 4 separate bike lane was because the city did not have small enough street sweepers to keep them free of debris. He asked if that was something the applicant had discussed with Public Works.

Mr. Murray said he did not think they had that discussion with Public Works.

Commissioner Silverstein recommended as they moved forward that Public Works and the Complete Streets Commission as noted by a public speaker be kept abreast of all these various network intersection connectivity questions particularly as it pertained to the actual streets as opposed to the project site itself. He said he had concern about retail space and appreciated mixed-use development that allowed people to live, shop, go to restaurants, and work within a walking distance. He said in this proposal all of the commercial space could either be office space or in theory, somewhat more retail, but he did not think that was outlined or specified in the DA. He asked the applicant to address that.

Mr. Murray said in the proposed plan they had a two-story amenity building with fitness amenities on the second floor currently planned to be reserved for office tenants and on the first floor to have food and beverage service that would be open to the public. He said as they went into architectural review, they were considering potentially evaluating looking at retail, either replacing the amenity building with more organic retail or supplementing it with more inline retail on the ground floor of office buildings, noting that would not increase the nonresidential square footage cap.

Commissioner Silverstein referred to Springline as a great example of a network of formal office spaces with retail that the public might use at its discretion, and housing. He said he would like to see more retail.

Commissioner Do referred to concerns about traffic, multi-modal neighborhood streets, and particularly the public comment about the Class 4 bike lane that the weakness of the best bike lanes was at the intersections where people were turning. She said she appreciated the clarification that the access on Laurel Street was limited to emergency services. She said Laurel Street had a very different street character and classification than Ravenswood but nonetheless many students used Ravenswood to go to school and noted the renderings of the meandering bike path that would still have those turns affecting safety. She said while Ravenswood was a 25-mile per hour street, it was a wide street and that encouraged fast driving and fast turns. She asked how safety would be addressed there.

Mr. Murray said they had heard from residents to limit traffic on Laurel. He said the two paseos looked like they could accommodate cars but were for bike and pedestrian only, and also only emergency vehicles. He said there was a large apartment building on the corner of Ravenswood and Laurel with ingress and egress from Ravenswood and also ingress and egrees out the rear into the campus. He said there was zero connectivity from the commercial area and the first apartment building to Laurel Street. He said for the second apartment building they could not find a

feasible way for it to operate with no front door and only ingress and egress on the back so there was an ingress driveway and a front turnout into that building. He said related to Ravenswood they were improving the bike lane and if a bicyclist preferred to ride fast, they could stay on that road but those uncomfortable with that could use the parallel meandering bike paths. He said they had to design carefully where driveways and things like that were intersected to be as safe as possible. He said they tried to offer different options for different levels of bicyclists' expertise.

Commissioner Schindler referred to the discussion regarding additional housing and a revised CDP in a year-ish timeframe and asked what CEQA level of analysis would be needed and within what expected timeframe.

Ms. Mekkelson said if additional housing units beyond the 800 covered in the EIR were proposed at some point that they would need to take a look at how to clear those under CEQA, but they would not be cleared under the current EIR. She said it would depend on how many new housing units were proposed and specifics of the new proposal, but a general rule of thumb when looking at whether a supplemental review was needed tiering off a previously certified EIR was if the project change had the potential to result in a new significant impact not covered in the EIR, or that would increase the severity of a significant impact identified in the EIR. She said if the change was minor enough that it appeared no new significant impacts would occur or no significant impacts would be increased in severity then an appropriate pathway typically was to prepare an addendum. She said an addendum was a document under CEQA that varied the most in terms of format and presentation so the time to complete those ranged quite a bit. She said if there was potential for a new significant impact or potential for increased significant impact such as noise then a supplemental or subsequent EIR would be needed and that had a much longer process than an addendum but involved the same requirements for public review as a regular EIR, but it could generally be streamlined somewhat compared to the first EIR itself.

Commissioner Schindler asked if it were approximately accurate to say that a larger assessment that would require a subsequent EIR would be measured in years whereas an addendum would be measured in months. Ms. Mekkelson said she thought that was accurate. She said an addendum could be prepared in as short as four months to as long as nine to ten months and depended on the degree of the change and what needed to be analyzed. She said an EIR typically took about a year to prepare and a supplemental or subsequent EIR could take a little less time as it was more of a streamlined document.

Commissioner Schindler said she assumed that the revision to the master plan and CDP would have to precede the EIR analysis. She said in the draft DA the city was committed to quick collaboration and review in making all feasible efforts to do a review within a year and limit public meetings to five and asked if she understood that correctly. Planner Sandmeier said that was correct under specific circumstances and with the addition of housing.

Commissioner Schindler said it appeared that it would take about 18 to 36 months to put all the things together involved in revising the CDP. Planner Sandmeier said work on the CDP could be concurrent with the environmental review so a timeframe shorter than that was estimated.

Chair Ehrich recessed the meeting at 9:31 p.m. for a break and reconvened the meeting at 9:40 p.m.

Commissioner Schindler asked if Mr. Murray could confirm her understanding of the draft DA part that discussed the modified project approach and the conditions of the maximum 1-million square feet of office space inclusive of the existing 287,000 square feet in buildings P, S and T, which was that those buildings were included in that 1-million square feet, and what would occur in any future scenarios related to them.

Mr. Murray said the 1-million square foot cap was an absolute cap for all commercial use including new office, R&D, retail and was inclusive of the P, S and T buildings. He said while those buildings still existed the cap limitation was right around 720,000 square feet. He said as those buildings were demolished and redeveloped that they then had the ability to go up to 1-million square feet of commercial use.

Commissioner Schindler referred to the TDM plan and that the documents describing it came to the conclusion that with all of the project's proposals and features it could actually deliver a 40% reduction in residential trips and a 45.5% reduction in commercial trips. She said that was essentially prepared by summing the expected total impacts of all of the different aspects of the TDM including subsidies. She said she thought the point of that section of the report was that by offering subsidies that would take up a significant amount. Robert Eckols from Fehr and Peers said having subsidies for transit definitely helped improve the performance of a TDM plan.

Commissioner Schindler said the draft DA called for how and when some of the measurement scenarios were done or the way the TDM plan was monitored. Mr. Eckols said the TDM plan and program had a monitoring component made up of actually measuring the trips and traffic coming to all the different components of the project, and was a physical way of saying it was successful or not and did not tie itself to a very specific performance. He said rather than getting too wrapped up in what was the drive-alone rate or transit use, the trip cap was very measurable and could be monitored.

Commissioner Schindler said a couple of pages in the master plan documented that for each of the potential phases of development that would require different placements of the measurements and different ways of understanding how many trips there were and how those compared to the caps. Mr. Eckols said the caps were adjusted based on the level of development. Commissioner Schindler confirmed with Mr. Eckols that at each point of the phased development the cap would be adjusted accordingly.

Commissioner Ferrick noted a great deal of discussion in the correspondence and public comment about housing demand and there were some paragraphs in the EIR pages 3-5 and 3-6 on that. She said the project had a net loss of commercial space and the way the RHNA cycles worked was that the employment number had already been kind of closed for the cycle, but the housing had not. She said the housing would count toward the housing, but the commercial would count at a later date in a bigger way than project-specific or even city-specific and it was a commutable distance calculation with the city getting a ratio of housing assessed. She said she wanted to have that explained more clearly for everybody's benefit.

Planner Sandmeier said she would like to defer the question to David Doezema from Keyser Marston Associates.

David Doezema, Keyser Marston Associates, clarified the question related to how the project might fit into the future RHNA allocations to the city. He said that process occurred once every

eight years and resulted in an allocation of housing units that the city had to plan for. He said for the methodology behind that process they had tried to explore how a specific project might play into that a few different times over the years. He said the basic conclusion was that the methodology changed every time. He said each eight years a new methodology was developed for what specific considerations went into that allocation process. He said it was uncertain how the allocation process would play out the next time, and it was correct that the allocation for this eight-year period was closed. He said allocation in the future would be made on a set of demographic projections, which for the current allocation looked out to 2050. He said it was not possible to know exactly how a particular project might be taken into account or not into a set of demographic projections through maybe 2060 next time. He said looking at the most recent allocation and the specific factors considered there might give some idea of what the future process might look like as it had always considered housing and jobs. He said looking at the job element of that current allocation process it looked at the jobs a jurisdiction had access to within a commuting distance out of the share of all jobs in the region. He said he thought it was projecting somewhere in the order of 4.7-million jobs would be in the region in a future period of time, and then of those 4.7-million jobs how many were within a 30-minute auto commute distance or a 45-minute transit commute distance of Menlo Park. He said the way jobs were specifically considered in the allocation methodology was not very sensitive to a project-level change.

Commissioner Ferrick asked what the big needle movers for large projects were for RHNA. Mr. Doezema said if the projections that were used for this future allocation process were such that a lot of growth in housing or jobs was anticipated in Menlo Park in the future that would have the effect, if things worked the way they had in the past, of allocating more RHNA toward the city. He noted policy based considerations that went into creating those projections in the first place such as where they wanted to direct growth regionally.

Commissioner Ferrick asked if RHNA looked at more transit-oriented development differently than non-transit development, noting this project's proximity to the Caltrain station among other main transit corridors. Mr. Doezema said they had buckets for jobs close to transit or auto-commute and both were taken into consideration. He said jobs limited in auto-commute were given sort of a 15% weight with very low and low for the most recent allocation and then for moderate and above moderate units it was weighted to the auto-commute in terms of how they took those two factors into consideration. He said they did not consider the jobs near transit and where those were allocated in terms of taking that specific factor into account.

Commissioner Ferrick asked for the past cycle if a housing unit was closer to transit whether it was worth more than a job close to transit. Mr. Doezema said housing units with access to jobs within a 45-minute commute he guessed was a consideration as you would have to be able to access the transit on both ends, but the explicit factor was jobs near transit as opposed to housing or transit. He said they did consider housing in high opportunity areas and most of Menlo Park was classified as a high opportunity area.

Commissioner Ferrick said her takeaway from this was they could not just compute x-number of jobs versus x-number of houses mathematically for RHNA as there was weighting and factors more regional in nature, economics and transit, and others. Mr. Doezema said that was it and those factors were not yet known for the next cycle but would be decided in the coming years.

Commissioner Ferrick asked if the land development project was sold what happened to the project-specific requirements not articulated in the DA.

Planner Sandmeier said the CDP and the DA were part of the project and someone could not develop the project without adhering to those.

Commissioner Ferrick said she had heard considerable concerns about things that might not be included in the DA and somehow were subject to change.

Michael Biddle, City Attorney's Office, said the DA was a contract with a term of 20 years and to the extent there was a desire to have certain provisions live beyond the 20 years, for the life of the project essentially, then those conditions should live in the CDP. He said he thought the question arose from some of the comments from the speaker from the Burgess Classics neighbors and those requests should be in the CDP and not the DA.

Commissioner Ferrick noted agreements made by the applicant about the construction period about sound mitigation and other things that were not articulated specifically in the DA but were in the CDP and asked if that was the protection. Mr. Biddle said the CDP were conditions that run with the land so to the extent anybody was to develop the property it was subject to those conditions.

Commissioner Ferrick said a number of times that comments had been made about differences between commercial space, office space and R&D space as it related to counting jobs and people. She asked for clarification to make sure they were all on the same page with the terminology being used.

Planner Sandmeier said the 1-million square foot cap would apply to anything nonresidential and the proposal for the majority of that was office and/or R&D. She said the CDP allowed for up to 45,000 square feet for an office amenity building for office workers that could also include a restaurant or café open to the public which equaled about 40,000 square feet and the additional 5,000 square feet to provide room for the community amenity spaces proposed, which could be small retail or something similar.

Commissioner Ferrick asked about the removal of the employee cap. Planner Sandmeier said the TDM plan included the trip threshold, which seemed more important than an employee cap as much of the employment concern was about traffic. She said it provided more flexibility for the developer just to know that it was trip thresholds for vehicles rather than an actual employee cap.

Commissioner Ferrick said there was a $2-million in-lieu payment for transportation, and then $9.8-million transportation impact fee (TIF) and for a range of projects, but it was unclear which were designed to address existing and future congestion along Ravenswood and Middlefield and other kinds of impacted intersections and roadway segments identified in the EIR, noting page 179 and in the CDP, page 29.

Planner Sandmeier said Section 13.3 of the draft CDP talked about the estimated fee of about $9.8-million approximately and then included projects that would be credited against that amount. She said she thought the majority of those were intended to lessen impacts from the project to those intersections and also included green infrastructure improvements that would not impact traffic. She said Section 13.5 included the non-TIF intersection improvements that were related to the project; for example, the Middlefield Seminary Drive improvements and then 13.5-2 the Seminary Drive approach to the project.

Regarding how the projects were selected, Planner Sandmeier said the TIA looked at level of service and delays at intersections and that related to the conditions in the CDP.

Commissioner Ferrick asked if the project had a screening plan or wall for parking garage 3 on the residential side or what the plan was to mitigate impacts.

Mr. Murray said it was a three-story garage and from the residential back fence line the visual was into a three-story parking deck. He said what they showed the neighbors there and committed to was to berm up the landscaping so the lowest level of the three stories would disappear in the green space and then they would make the remaining elevation of the building as opaque as possible. He said it could not literally be a wall as ventilation openings were needed. He said visually the neighbors' main concern was lights, sound and things like that would be fully blocked off. He said they were comfortable too with the operational requests the neighbors made so that the commercial parking deck would not be open to either guest parking for residential or people using the amenities things like that after business hours, and for the parking to be restricted to office use only. He said those were the assurances they had given and planned to keep.

Commissioner Ferrick said she thought parking garages had to be 65% permeable, and suggested perhaps the fourth wall might be solid. Mr. Murray said they would do that but noted they were trying not to have it completely open on other sides too. Commissioner Ferrick said she would like to see a solution to make the garage as solid as possible. Mr. Murray said when they showed the visuals of the garage a couple of years it was very well received. He said it was mostly 90% opaque. Commissioner Ferrick referred to the berm and trees, noting a small landscape area, and asked if that would remain or if it was programmed to be something that would cause other impacts. Mr. Murray said it would be landscaped and green space but not programmed.

Commissioner Ferrick said neighbors had expressed concern about improving the security gate that was currently there. She asked if there was a plan for the areas against residential to have security fence in the backyards of Burgess Classics. She said she meant the backyards against the green space in the parking garage. Mr. Murray said they would be happy to extend that fence there.

Commissioner Ferrick asked about the parking for the affordable housing portion of the project. Mr. Murray referred to the high cost of building parking structures and said they would tell the affordable developer to build what parking they could within the one-level podium and then other parking would be available for nights and weekends.

Commissioner Ferrick referred to a neighbor of that portion of the project and asked about some landscape buffer to soften the difference between the single-story and six-story. Mr. Murray said they were not in design review yet and understood the concerns and would keep those in mind.

Commissioner Ferrick asked how tall the townhomes 2 were. Mr. Murray said they were three-story townhomes. Commissioner Ferrick asked whether they studied the feasibility of swapping to have the three-story on the street on that corner and then the six-story further back. Mr. Murray said they could look into that noting they had played with a lot of different scenarios.

Commissioner Ferrick asked about the BMR Ownership Opportunity Plan. Mr. Murray said this related to the 46 townhomes and Townhome 1 and Townhome 2. He said at the beginning everything was on a ground lease. He said they worked out an arrangement with SRI to make the

product types for sale. He said 15% of the 46 units would be at the moderate income level for purchase.

Commissioner Ferrick confirmed with Mr. Murray the phasing out and prohibiting further of BSL-3 labs and that that would also apply to BSL-4.

Commissioner Ferrick asked about the feasibility of doing all the residential development first. Mr. Murray said the housing part of the project had no restrictions, but they were restricted where they could not build one square foot of office without a residential component going forward. He said they could build up to 250,000 square feet of commercial with one of the apartment buildings; another 250,000 square feet of commercial with the second apartment building, and another 250,000 square feet with all of the townhomes moving forward. He said the remaining 250,000 square feet could be done with the R3 affordable building going forward. He said it was not very comfortable for them to be tied to buying land for a third party nonprofit that might not move quickly.

Commissioner Silverstein referred to comments from the developer such as they would be happy to do or look into that, and asked if staff was taking notes on those to include in the DA or the CDP or was that something the Planning Commission needed to ask explicitly to be included.

Planner Sandmeier said staff was taking notes but if there were changes the Commission would want as part of the recommendation of approval that should be explicit in the motion.

Commissioner Silin noted the land dedication for the affordable housing developer but asked whether there was responsibility on this developer to move that forward and was there anything that could be added to ensure that moved forward quickly to meet the city's goals.

Mr. Murray said their goal was to select a very qualified developer and provide a phenomenal starting point of free land in a great community close to transit. He said affordable housing developers relied on different funding sources and had challenges when those financing conditions changed. He said a project of 150 units even with the free land was over $100-million in total capitalization. He said the project might even move faster than theirs due to financing challenges.

Responding further to Commissioner Silin, Mr. Murray said unless the affordable housing developer made major changes to the design, they should be able to do architectural review right away. He said as far as what might be streamlined that would be a question for those affordable developers but anything that reduced fees would help. He said with this first requested approval they would have much of the expensive, difficult part of development behind them, noting architectural review was pretty light compared to what they were doing now. Replying further to Commissioner Silin, Mr. Murray said he thought after demolition they could record a final map where you could convey in finance and things like that. He said as part of conveying the final map on R1 or R2 of any of the phases that was not the affordable they had to record a final map on the dedications, one to the city and then another to the nonprofit affordable developer. He said that would facilitate the literal dedication which was required but the affordable developer could begin architectural work before that.

Mr. Biddle said the first final map that was recorded they had to create the parcel for R3, which at that point gets dedicated. He said a provision in the DA also obligated Lane Partners to enter into an agreement with whomever they select as the affordable housing developer and that agreement

required that they submit permit applications to the city he believed 12 months from the date of the recording of the final map and within 18 months a building permit following approval of the architectural control permit. He said of course they could go faster than that.

Commissioner Silin said it generally sounded like things were in place to kind of incentivize and facilitate this moving forward quickly. He asked about the 154 housing units for the affordable housing project from the total of the 800 units and if that was the limit regardless of any state laws, housing or affordable housing overlay. Planner Sandmeier said she believed that they could use laws such as the state density bonus. She said they would have to look at the specific proposal to see what CEQA review would be required.

Commissioner Silin asked if the developer might address what number of housing units they might possibly add or what their limitations were. Mr. Murray said they were committed to reducing office square footage and trying to free up land for residential, but it was a moving target. He said they would try to add a ballpark figure of 200 more units with the consideration of what CEQA review action that might involve as that had major impacts to time, risk and cost. He said they wanted to add a meaningful amount of housing but definitely stay within EIR addendum territory.

Ms. Mekkelson said there was a world where if the nonresidential component of the project was reduced and the residential component was increased that those two things could balance each other and a world where an addendum could be done for that. She said it was more about the maximum envelope of the physical impact of the environment, whether from residential or nonresidential, that was trigger for an addendum versus a subsequent EIR.

Replying to Commissioner Silin, Mr. Murray said they were open to increasing retail within the confines of a retail program that would stay leased. He said retail was a good idea for leasing office and for a community amenity, but they had to figure out the right tenant mix and where it would go.

ACTION: Motion and second (Silverstein/Ferrick) to extend the meeting to 11:15 p.m.; passes 7-0.

Commissioner Silin asked about the implications of the new zoning district created through the project. Planner Sandmeier said that for now it would apply to the Parkline parcel but in the future, it could apply to other parcels within .5-miles of a major transit stop. She said the CDP modified the proposed zoning district but could not modify the density or intensity. She said it could modify all other standards, a lot which were modified by development regulations and design standards . She said as done for the Parkline project that the zoning district actually required separate design standards.

Commissioner Silin asked about studies to prevent cut through traffic related to the project changes. Planner Sandmeier said the driveways were purposely offset from streets like Marcusson and Pine so it would be difficult to use them as cut through streets.

Commissioner Behroozi said reviewing the Housing Element for the current cycle she looked at a list of pipeline projects and Parkline was one of those. She said there was one very large pipeline project Willow Village that at the time of the Housing Element people were optimistic that building permits might be issued as early as 2023 but that did not happen. She asked about the 400 units from Parkline that were currently counted in the pipeline projects summary and what needed to be materialized by the end of the Housing Element cycle for those to count.

Planner Sandmeier said the Parkline Project as a pipeline project was considered for 400 units, and that had doubled to 800 units. She said it was counted at various stages from entitlement all the way to the certificate of occupancy. She said it was not just counted at a certain point but at different stages.

Commissioner Behroozi asked if it was enough to have entitlements, which was something the City Council might vote on as early as this year, for that to be acceptable to HCD when it reviewed the city's progress.

Mary Wagner, City Attorney's Office, said as staff mentioned the city reported at various stages in the project so if the project were to be entitled this year, then that would appear on the city's next annual progress report next year reporting on 2025. She said a report was made on application, entitlement, building permit and certificate of occupancy. She said the planning period for the RHNA cycle began the June before the January deadline so projects in the works could be counted toward the next RHNA cycle.

Commissioner Behroozi asked hypothetically speaking what happened if projects that were entitled and reported did not get built or even permitted within the current RHNA cycle. Ms. Wagner said if they kind of split cycles, entitled in one cycle and permits issued in another cycle, or permits not issued in another cycle, the projects would fall off at some point from the reporting cycle depending on how they had been developing over time. Commissioner Behroozi asked if they reached 2031 and building permits had not been issued for this project yet whether that would mean they would lose the 400 units count. Ms. Wagner said they would essentially have a shortfall of RHNA units but those were not necessarily carried forward to their next RHNA cycle.

Commissioner Schindler said she understood they reported to HCD at multiple points during the process and asked if units were counted against RHNA when the building permits were issued. Ms. Wagner said actually when the certificates of occupancy were issued. She said units did not necessarily carry forward. She said if they began the 7th cycle and for example, they were down 100 very low-income units that that did not necessarily get added to the RHNA allocation for that 7th cycle unless other very specific circumstances applied and they had carry-forward units. She said the housing element was supposed to plan for these units to be able to be developed; they had to have the development capacity in place for those units to be developed; but those did not necessarily have to have been developed.

Commissioner Behroozi asked about potential liability and projects that they thought would be developed within a certain time frame that did not get developed and whether that could put the city at risk for not meeting RHNA numbers. She asked what the consequences would be for being short a certain number of BMR or market rate units. She said people were worried about the consequences of not getting their Housing Element approved on time and potential builder remedy projects. She asked what would happen if they did not get enough new units built, permitted, or occupied.

Ms. Wagner said there was great deal of concern to get the housing element completed within the statutorily required time fames to avoid the so-called builder's remedy. She said the city now had a certified housing element. She said if a city was not actively pursuing implementation of its housing element programs, there could be a situation where HCD would relook at that city and through their enforcement division seek to have the city explain why they were not making progress on

certain programs in their housing element and that could lead to other repercussions and ultimately decertification of the housing element. She said regarding meeting their RHNA number that they were planning for the number of units that they were allocated, and had to provide the capacity for those units to be developed and provide the incentives through the programs and housing element for the development of those units. She said the city had to actively be working towards having those units developed.

Chair Ehrich said he appreciated the level of responsiveness and creativity involved through the five years the city and applicant had been developing the project. He said the dynamism showed in the quality of the design. He said the issue of jobs and housing was relevant; he said as a city one thing they could do, which he thought they had, was to look at it holistically. He said it was hard to look at this issue project by project. He referred to the Housing Element and said the city should do as much as it possibly could to execute it. He said this project was giving the city an extra boost compared to where they thought they were. He said if the city executed on its Housing Element it would be in a pretty good spot with regards to the jobs and housing issue. He said with a project as complex as this one that it could not possibly have everything that everyone wanted but it had so much to be excited about. He said regarding the potential for the reservoir that such infrastructure was incredibly difficult to build in a city, and he was really excited about it. He said the soccer field would be a huge benefit to the city and the opening up of the site would create more parks. He said he would echo comments made about retail and he would be interested in making some sort of recommendation or direction around maximizing ground floor retail. He noted a public comment perhaps last week they had received with a concern about the public space within the office park part of the development that it would not be used as such by the residents as it would sort of be considered part of the office development. He said it was a reasonable concern and having ground floor retail in the office part would be an obvious sign the area was meant to be used by the public.

Commissioner Behroozi said she wanted to second some of what the Chair just said. She commented that the project had gone from 100% jobs and no housing project that was walled off from the community with a noisy power plant to a community based site with retail, housing and jobs at a site where historically they have had a high percentage of people commuting using alternatives to single occupancy vehicles. She said it was great to see all the people now from SRI getting off the train to walk to work in the morning and she thought they could really build on that success and have something that was vibrant. She said the project offered a lot of promise and the developer as others had mentioned had gone to remarkable lengths to meet and talk with the community, and try to adjust the project. She said that it stood to offer even more housing than what was currently in the proposed CDP. She said she was concerned what would happen if they did not make good faith progress against their RHNA numbers. She said to send the project back to the drawing board as some had recommended did not seem like a good message to send to HCD. She said she was excited about the permeability, the family-friendliness of the project and the vibrancy it would bring. She said she supported and would recommend for Council to approve.

ACTION: Motion and second (Silverstein/Ferrick) to extend the meeting to 11:30 p.m.; passes 7-0.

Commissioner Do referred to the comments about retail and asked if that was a suggestion to add into the recommendations and was something specific.

Chair Ehrich said he did not want something hyper-specific but would like to see if in their motion to recommend for approval they could include strong direction to maximize ground floor retail or some

language like that.

Commissioner Silverstein referred to the comment about intersections being the most dangerous part of bicyclists' commute, particularly the high school on the corner of Ravenswood and Middlefield, and middle schoolers biking on Laurel Street to Oak Grove and Hillview and noted in the TIF of $9-million to some fund to reduce traffic impact. He asked what requirements were there for those specific intersections to be improved, or at least Ravenswood and Middlefield and Ravenswood and Laurel. He said he felt strongly that those improvements should be made particularly with the other improvements and adding protected bike lanes.

Mr. Biddle said those improvements were called out in the CDP and were requirements for the project. He said the ones identified as TIF improvements were a part of the city's Traffic Impact Fee Program so those improvements would be provided as part of the development of the project. He said with respect to the $9.8 million the developer got credit against that sort of obligation based on the value of the improvements they made. He said the improvements in the CDP were going to be required improvements.

Commissioner Silverstein asked if that was a guarantee they would happen and asked whether or not they would happen with funds from the developer through the city or by the developers themselves. Mr. Biddle said the TIF in-lieu improvements were recommended conditions of approval of the project that the developer would be required to construct as part of the project and those costs would be credited towards their $9.8-million TIF payments.

Commissioner Silverstein asked why the intersection of Ravenswood and Laurel was not included as part of those improvements, and asked about the possibility of adding those improvements as part of the formal improvements. Mr. Perata said his understanding was that the intersection of Ravenswood and Laurel did not see a potential level of service deficiency created by the project so there were no recommended improvement measures for level of service or vehicle delay at the intersection. Mr. Biddle said there were some frontage improvements along Laurel.

Commissioner Silverstein said that none of the recommended improvements were to improve the safety of children biking to school. Mr. Perata said the frontage improvements were for Class 4 bicycle lanes. He said the TIA looked at level of service impacts. He said there were also bike improvements along Ravenswood and pedestrian frontage improvements but those were different than an intersection improvement per se.

Commissioner Silverstein said he was specifically reminded about intersections with the comment made that those were major safety conflict points for bicyclists and that scared him as a parent whose children biked to school. He said that would not impact his desire to vote on the project but if other commissioners were interested in having that as some form of amendment in the resolution that would be great.

Commissioner Ferrick said she appreciated the excellent open space integrated into the project in various areas that would benefit everyone that used the project, that lived, worked there or went through there. She said she appreciated the nice range of affordability in the BMR units and the ownership opportunities for those seven units, which she thought was a great step forward for the city. She said she appreciated the sustainability elements such as removing the power generation plant, undergrounding utilities, the addition of the water reservoir and electrification and other things. She said regarding the retail element, she was supportive of Lane Partners exploring the

feasibility of it, but she would not want to require it as a condition of the project at this point. She thanked the applicant for reassuring the community of all of the things they were doing for the Burgess Classics neighborhood's protection through the CDP, DA and other connected agreements.

Commissioner Silin noted his discussion with Mr. Murray about the affordable housing portion of the project and that once that developer was selected and the land dedicated that could move forward to architectural control review; he asked staff to speak to that. Planner Sandmeier said if the project followed the CDP as expected then it would just be architectural control.

Commissioner Silin asked regarding the $9.8-million TIF whether staff knew if all or some portion of those funds would be absorbed by the improvements listed in the CDP. Planner Sandmeier said those were the projects identified, and the requirement was for the applicant to provide a cost estimate for each improvement, which was a process that would occur. She said now they did not know how much those improvements would cost.

ACTION: Motion and second (Silin/Ferrick) to extend the meeting time to 11:45 p.m.; passes 7-0.

Commissioner Silin said like other commissioners he thought the project had a huge potential impact to Menlo Park and he appreciated the work of staff, consultants, the applicant and community thus far. He noted the applicant's responsiveness to not have access from Laurel, to increase housing, to lower the amount of commercial square footage, removing the BSL-3 labs out of the plan, doing a trip cap, and creating bike paths for access to the local schools. He said it was a fiscally positive project for the fire department and school districts. He said the project did create a housing imbalance but with the alternative of leaving the site as it was or what SRI might do with it given the employee cap that was much higher than they had now that it made sense to move forward. He said with their recommendations he would like to highlight for City Council to consider something to add more certainty for retail later on down the line. He said related to traffic improvements that $2-million was set aside for something nearby. He said people were very concerned about traffic on Ravenswood and given that there might be money left over from the $9.8-million he wanted to urge Council to be more specific with that money use, to target something more concrete that would deliver improvements. He said his preference would be the Middle Avenue Tunnel, which would provide access for bicyclists going to MA High School from the other side of El Camino Real. He said whatever certainty they could get that more housing would be built was optimal.

Commissioner Schindler said for a project of this magnitude she looked at the context of their role as planning commissioners and all of the kinds of projects they look at. She said she reminded herself of the broader context that California had a severe housing shortage that stemmed from decades of a range of different factors that got in the way of building housing that kept up with California's growth. She said Menlo Park specifically had the RHNA number of housing units they were committed to, and the Housing Element was the city's strategy to deliver those, and she thought part of her job as a commissioner was to help support that. She said the list of benefits from the proposed project was long including lots of housing with 31% of those units being affordable, reduced and better office space, access to a whole section or property in the middle of the city with open spaces and public spaces and biking. She said it was a net financial lift to the city and in every scenario basically it was more revenue to the city, both school districts and the fire district. She said it was great for the environment. She said what she heard tonight and in comment letters boiled down to two questions, and that was whether the housing number was too

small and was the traffic number too big. She said they absolutely needed more housing; they needed more than what was in the current proposal, but additional housing could not be added to the project without further CEQA considerations. She said they had heard strong emphasis from Lane Partners about their intent to include more housing. She said at this point that if they did not approve the project, they were talking about a potentially multi-year delay on the 800 units if they wanted to wait for the entire project and the next phase to be defined. She said the cost of such a delay did not meet the criteria for her. She said regarding traffic and the office space that they would know through monitoring that the TDM and the commitment to hit the 35% reduction and phased project was working or if it was going over the trip cap. She said the incremental car traffic that would be attributable to this project was not grounds to deny approval. She said she would support approval without any added conditions.

Commissioner Silin asked if there was support for highlighting things such as the desire for retail and to tie TIF more specifically to the Middle Avenue Tunnel or something like that, and ensuring that the additional housing mentioned by the applicant was built.

Commissioner Schindler asked how the key elements of the Commission's discussion would be conveyed to Council. Planner Sandmeier said they would provide a summary of the discussion in the staff report to City Council. She said there was the option if there was a specific change recommended in the CDP for example to include in a motion, but if that was not the case, they would certainly highlight the discussion around those specific items.

Commissioner Silin said he would be in favor of including in the motion discussion points they would ask staff to highlight in its report to the City Council rather than a change to the actual conditions of approval or any of the six documents under consideration.

Commissioner Ferrick said that information would be in the notes, and noted for example that the commercial retail space was already included in the articulated 1-million square feet of nonresidential square footage.

Commissioner Silverstein said he liked the specific callout of commercial retail space in contrast to the current tentative proposal around the limitation of commercial retail space being the two-story amenity building with the second story for exclusive use of office tenants. He said the first story might be a cafeteria but potentially culturally as commented upon might only be utilized by office tenants. He suggested without recommending amendments to the formal documents to call out if the Planning Commission agreed that it wanted to see more ground floor retail, and it was important to call out to the City Council and to the developer as they finalized their plans.

ACTION: Motion and second (Silin/Silverstein) to extend the meeting to 12:00 a.m.; passes 7-0.

Commissioner Behroozi said she was agnostic as to whether to call out the comment about ground floor retail as it would be in the notes, but it reminded her about something that came up in public comment and looking through the site map. She said the location of the proposed retail seemed great and accessible to people in Burgess Classics and to local people, but she was concerned about the adjacent garage because of the agreement with the Burgess Classic residents for it to be inaccessible outside of she thought weekday business hours, which she thought could potentially hurt the opportunities for viable retail there. She referred to subsidies for commercial retail at other project sites and just wanted to plant the seed for the developer and Burgess Classics' residents to be careful about hampering their ability to go and buy a sandwich two minutes from their house if

there were really restrictive rules about how that garage might be used.

Commissioner Silin moved to recommend approval of the project to the City Council and highlight for Council's consideration the Commission's recommendation that 1) the applicant add additional retail space in the project on top of the 45,000 square feet already allocated; and 2) funds were directed specifically to the Middle Avenue undercrossing; and 3) the applicant will seek to build additional housing beyond the proposed 800 units.

Commissioner Do said she thought they had been expressing enthusiasm for welcoming accessible ground floor retail but not necessarily above 45,000 square feet. Commissioner Silin said he believed the 45,000 square feet was already spoken for in the amenities and the intention was to add additional ground level retail beyond that. Commissioner Do said her understanding was that they were acknowledging that it was included in the 1-million square feet. Commissioner Silin said yes to the 1-million square foot nonresidential cap but to move some of the space around noting retail was capped at 45,000 square feet within the 1-million square feet. He said he thought they were saying to increase the retail cap within the total nonresidential cap.

Commissioner Silverstein said his position was that 955,000 square feet for generic office space and 45,000 square feet for retail space was an imbalance he would like corrected so there was slightly less office space and slightly more retail space.

Commissioner Silin said his motion was just that they wanted the applicant to add additional retail space in the project.

Chair Ehrich said the motion included dedicating funds to the Middle Avenue undercrossing and asked if Commissioner Silin could be more explicit as to what funds would be used. Commissioner Silin said he thought that there was $2-million in the DA as community benefit and potentially funds leftover from the TIF.

Mr. Biddle said that fees from the TIF could not be dedicated unless the Middle Avenue Undercrossing project was in the TIF program itself. He said he did not believe it was.

Chair Ehrich asked if the motion might be amended to state the Commission's desire to see the project contribute to the completion of the Middle Avenue Undercrossing project.

Commissioner Silin restated his motion that the Planning Commission recommend approval of the project to the City Council, and highlight for Council's consideration the Commission's desire that 1) the applicant add additional retail to the project; 2) the project contribute to the completion of the Middle Avenue Undercrossing and 3) the applicant will seek to build additional housing on top of the 800 units already committed.

Commissioner Silverstein seconded the motion.

Commissioner Ferrick said she did not think they had to articulate the third item as the applicant had already expressed that it was part of their plan, and it felt redundant to communicate it in this mechanism. Mr. Biddle said that concept was already in the DA so if they were to move forward with a modified project approval as a result of the removal of Buildings P, S, or T or all three then the primary focus of that sort of revised development plan had to show an increase of housing.

Commissioner Silin said the spirit of his motion was to highlight the desire that that happen without specifying any sort of action to be taken.

Mr. Murray said related to the Middle Avenue Tunnel he was concerned about the wording of the motion as it sounded like a request to dedicate additional funds to the $2-million they had committed to projects like the Middle Avenue Tunnel. He asked if the Commission wanted those funds prioritized toward the Middle Avenue Tunnel specifically as opposed to additional dollars toward the Middle Avenue Tunnel.

Commissioner Silin said his preference was to remove that component and trust whoever negotiated the DA to have the flexibility to use that money wisely.

Commissioner Silverstein seconded the amended motion.

Commissioner Ferrick requested that the third component of the motion regarding additional housing be removed as that concept was clearly baked into the DA and to focus on something not in the DA like additional ground floor retail.

Commissioner Schindler said she shared Commissioner Ferrick's sentiment.

Commissioner Silin agreed and moved that the Planning Commission recommend approval of the project to the City Council and highlight for Council's consideration the Commission's desire that the applicant add additional retail to the project. Commissioner Silverstein seconded the motion.

Replying to Commissioner Schindler, Mr. Biddle said he was not troubled by the language of the motion, and it was helpful for the applicant to know that more ground floor retail was desired as they proceeded with their plans.

ACTION: Motion and second (Silin/Silverstein) to approve the resolution recommending that the City Council certify the Final Environmental Impact Report and approve the project: 7-0

As part of its motion, the Planning Commission highlighted for Council's consideration the Commission's desire that the applicant add additional ground floor retail to the project.

G. Informational Items

G1. Future Planning Commission Meeting Schedule

- Regular Meeting: September 8, 2025

Mr. Perata said they had a number of items for the September 8th agenda regarding single-family home use permits and a commercial project for alcohol sales at 325 Sharon Park Drive

H. Adjournment

Chair Ehrich adjourned the meeting at 11:57 p.m.

Staff Liaison: Corinna Sandmeier, Principal Planner

Recording Secretary: Brenda Bennett

DRAFT

Project meetings and milestones	
Milestone	**Date**
Pre-application submittal	April 2021
City Council - introductory presentation on the project to City Council	June 2021
Project submittal	October 2021
Project resubmittal	January 2022
Planning Commission study session	March 2022
City Council study session	May 2022
Resubmittal of Plans	November 2022
Release of Notice of Preparation (NOP) of an EIR	December 2022
Planning Commission EIR scoping session	December 2022
Planning Commission study session (continued from December 2022)	January 2023
Planning Commission study session (continued from January 2022)	February 2023
City Council overview of comments on the notice of preparation and scope and content of the EIR, and authorization for the city manager to enter into an environmental leadership act processing agreement (SB 7) with the applicant*	March 2023
City Council approval of WSA	May 2024
Resubmittal of plan set for project variant	May 2024
City Council study session	May 2024
Planning Commission Draft EIR public hearing and study session	July 2024
Resubmittal of Plans	January 2025
Housing Commission review and recommendation on BMR proposal	March 2025
City Council study session on draft DA terms	May 2025
Resubmittal of plans	June 2025
Planning Commission review and recommendation of approval to City Council	August 2025

*the applicant has decided not to pursue SB 7

From: John Park
To: Planning Commission
Subject: 9/8/2025 - Agenda Item #D
Date: Monday, September 8, 2025 3:29:27 PM

Dear Planning Commission,

I am writing to express my deep concern about the Parkline Project and the severe traffic and safety issues it will create at the corner of Middlefield Road and Ravenswood Avenue. This intersection is already one of the most congested in Menlo Park, and placing a large residential block there would not only worsen gridlock but also put public safety at risk.

As many of us know, most traffic from Highway 101 into downtown Menlo Park funnels through Marsh Road and Willow Road, onto Middlefield, and then into Ravenswood. This corridor is the lifeline not only for downtown but also for nearby neighborhoods. At rush hour, cars already back up for blocks just to make left turns. Adding hundreds of new residents at this exact choke point will bring traffic to a standstill, creating ripple effects that will spread far beyond downtown.

The consequences extend well beyond inconvenience. When cars are stacked bumper-to-bumper on Ravenswood and Middlefield, it is nearly impossible for emergency vehicles to get through. In a fire, medical emergency, or other crisis, every second counts. This project would directly endanger lives by making it harder for fire trucks, ambulances, and police to navigate one of the busiest intersections in the city.

Pedestrians and cyclists are also put at risk. Families walking to the library or residents biking to Caltrain will be forced to cross streets clogged with frustrated drivers trying to squeeze through. Increased congestion raises the chances of accidents, and with more cars entering and exiting the project right onto Ravenswood, the danger only grows.

With D Street closed off as a private road, all traffic will be forced onto Ravenswood, compounding the problem. This is not a sustainable or safe plan for the community. It places short-term development goals above the long-term safety and well-being of Menlo Park residents.

There are better options. Locating the residences further down Ravenswood or closer to Laurel Street would reduce strain on this critical intersection, improve access to resources like the library and Caltrain, and allow new residents to integrate into the community without overwhelming its infrastructure.

Menlo Park needs new housing, but not at the cost of turning one of our busiest intersections into a dangerous bottleneck. This project, as currently designed, would compromise safety, worsen congestion, and reduce the quality of life for everyone in and around Menlo Park. I urge you to reconsider this plan for the good of the entire community.

Sincerely,
John Park

From: Mary Maxwell
To: Sandmeier, Corinna D
Subject: Parkline
Date: Friday, September 19, 2025 2:42:36 PM

Dear Corinna,

I strongly urge you to recommend that the Parkline project not be approved on the basis of the loss of the vast number of heritage trees on site. The fact that over 1,300 replacement trees will go in the ground in no way makes up for the loss of especially the massive redwood trees there now. Those trees should be saved and protected at all costs.

Mary Maxwell
Owner of 1105/1107 Marcussen Dr.
Menlo Park

Mark Scott Construction, Inc.
2835 Contra Costa Blvd.
Pleasant Hill, CA 94523

September 24, 2025

City of Menlo Park
c/o Judi Herren, Assistant to the City Manager/City Clerk
Attn: Members of the City Council
701 Laurel Street
Menlo Park, CA 94025

RE: **Parkline Project Impacts on McCandless Office Property on Middlefield Road**

Dear Honorable Mayor and Members of the City Council,

The Proposed Parkline project is located adjacent to the McCandless office buildings at 525, 535, and 545 Middlefield Road. The Environmental Impact Report (EIR) describes significant noise and traffic impacts that may affect our property that believe are not adequately addressed in the project's mitigation and monitoring plan and conditional development permit conditions.

We appreciate that the applicant has recently agreed to reduce the non-residential square footage in what we understand is an effort to address the community's concerns related to the traffic impacts; however, based on the applicant's comments at the Planning Commission it sounds like they plan to resubmit the project after this approval to add more housing and there will be no significant net reduction in traffic impacts.

We request that the **project design standards for the number of stories and height of the non-residential buildings and parking garages be revised to be 2-stories lower to reflect the reduction in the proposed non-residential building square footage**. This would allow for the impacts associated with this traffic to be reduced uniformly throughout the project. We believe reducing the size of the office buildings and parking garages is the only way to ensure the community will see the promised reduction in traffic.

We are also concerned about traffic impacts through the access easement on our property identified on the plans as "D Street". This easement is the driveway into our parking lot and we need to be able to provide unobstructed access for our tenants and employees. We request that no construction traffic be allowed through our private property. We propose for your consideration the following minor change in bold to CDP condition *11.10 Truck Route Plan: The Applicant shall submit a truck route plan … for review and approval by the Transportation Division.* **No truck traffic shall be permitted on "D Street", or any other private property, without express written permission from the owner.**

The vehicle trips associated with the proposed project are well above what was ever contemplated when the current access easement was granted to SRI and the associated roadway maintenance responsibilities should therefore be shifted to the Parkline project. We propose for your consideration the following addition to CDP condition *12.2 Long-term Maintenance Provisions:* **12.2.4 Roadway Maintenance for Private Property Access on D Street: Prior to City acceptance of improvements at the Ringwood Avenue/Middlefield Road intersection the applicant or the Owners' Association will enter into a private roadway maintenance agreement with the owners of the "D Street" property.**

The fencing between our property and the project is not adequately addressed in the plans. We request that a new fence be required between the multi-use pathway and our property to prevent trespassing onto our property. We propose the following minor change in bold to CDP condition *11.20.4 Burgess Drive/Ringwood Multi-use Pathway: … Complete plans shall include all necessary requirements to construct the improvements, including but not limited to, grading and drainage improvements, utility relocations, tree protection requirements*, **and new fencing between the multi-use pathway and the adjacent private property.**

We also request that a sound barrier be required along that same property line during construction and real-time noise monitoring should be performed as part of the noise mitigation measures to confirm that the sound barrier is adequate. We propose for your consideration the following minor change in bold to CDP condition *11.22 Construction Fencing: The Applicant shall submit a plan for construction safety fencing … and shall include the installation of Temporary Noise Abatement sound barriers consistent with Mitigation Measures NOI-1.1, NOI-1.2 and/or NOI-1.3*. **The plan shall include a report from an Acoustical Engineer evaluating the sound barriers to confirm that they will reduce the noise impacts as required to meet the occupancy requirements of adjacent buildings. The plan shall also include a monitoring program near occupied buildings and along the property boundaries so the construction team can adjust operations in the field and/or add sound barriers to reduce noise impacts when they exceed the normally acceptable levels.**

Thank you for your consideration of our proposed changes to the project conditions. We believe these minor changes add the detail needed to offset some of the impacts caused by the Parkline project to our property. Let us know if you have any questions about the contents of this letter.

Sincerely,



Peter Lezak

Principal Planner