



REGULAR MEETING AGENDA

Date: 9/14/2026
Time: 7:00 p.m.
Location: Zoom.us/join – ID# 846 9472 6242 and
City Council Chambers
751 Laurel St., Menlo Park, CA 94025

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

How to participate in the meeting

- Access the live meeting, in-person, at the City Council Chambers
- Access the meeting real-time online at:
zoom.us/join – Meeting ID# 846 9472 6242
- Access the meeting real-time via telephone (listen only mode) at:
(669) 900-6833
Regular Meeting ID # 846 9472 6242
Press *9 to raise hand to speak
- Submit a written comment online up to 1-hour before the meeting start time:
planning.commission@menlopark.gov*
Please include the agenda item number related to your comment.

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

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

Regular Meeting

- A. Call To Order**
- B. Roll Call**
- C. Reports and Announcements**
- D. Public Comment**

Under “Public Comment,” the public may address the Commission on any subject not listed on the agenda. Each speaker may address the Commission once under public comment for a limit of three minutes. You are not required to provide your name or City of residence, but it is helpful. The

Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

E. Consent Calendar

- E1. Approval of minutes from the August 24, 2026 Planning Commission meeting ([Attachment](#))
- E2. Architectural Control/Ana Maria Villa/1100 Sharon Park Dr., Unit 20:
Consider and adopt a resolution approving an architectural control permit to construct a wooden pergola, approximately nine-foot, four-inches in height, over an existing private roof deck for a residential condominium unit located in the R-3-A(X) (Garden Apartment Residential, Conditional Development Permit) zoning district. Determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. ([Staff report #26-039-PC](#))

F. Public Hearing

- F1. Architectural Control, Major Subdivision, Below Market Rate Housing Agreement/800 Oak Grove Owner, LLC/800 Oak Grove Ave.:
Consider and adopt two resolutions related to a project at 800 Oak Grove Ave. in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district to 1) approve an architectural control permit to demolish an existing surface-level parking lot, construct a new six-story, approximately 72-foot-tall multifamily residential building with 15 units, and convert and expand an existing two-story bank building into a two-story non-medical office building with a roof deck; approve a below market rate (BMR) housing agreement for the proposed project to ensure that one unit is designated as affordable to very low-income households and that the project applicant pays a BMR in-lieu fee to satisfy the remaining inclusionary housing requirement; and determine that this action is exempt from CEQA under the provisions of Assembly Bill (AB) 130; and 2) recommend to City Council approval of a tentative subdivision map to subdivide the project site into 15 condominium residential units and one commercial unit. The ground floor of the new residential building would contain parking for the new units and the adjacent existing commercial building on the site, and the five stories above the parking area would contain the residential units. In addition to the one BMR unit (approximately 6.7 percent of the total number of units), the remaining fractional below market rate (BMR) unit value would be provided via an in-lieu fee payment. The proposed change of use and expansion of the existing non-residential building also requires a BMR commercial linkage in-lieu fee. The application is being submitted subject to the State Density Bonus Law (Government Code Section 65915 and relevant amendments), which permits concessions and waivers to the City's Zoning Ordinance requirements. The applicant is requesting concessions and waivers, as specified in the application materials. The proposed project also includes the removal of three heritage-size coast live oak trees. ([Staff report #26-040-PC](#))

G. Study Session

- G1. Study Session/Mark Murray for Lane Partners/Parkline Phase 2 Masterplan Revisions:
Request for a study session for revisions to the previously approved Parkline masterplan

development project located at 201, 301 and 333 Ravenswood Ave. and 555 and 565 Middlefield Rd. The proposed revisions would increase the number of housing units from 800 to 1,082 units, consolidate the office/research and development (R&D) footprint, reduce the non-residential square footage to approximately 902,000 square feet of office/ R&D uses and add approximately 40,000-square-feet of retail uses, increase the office/R&D building heights, modify the design standards and guidelines, and redesign the site layout. The proposed revised project also includes modifications to the below market rate (BMR) guidelines to locate all for-sale BMR units in the attached townhome component, the definition of gross floor area as applied to the project, and number and type of emergency diesel back-up generators. The proposed revised project would require revisions to the approved conditional development permit (CDP), BMR housing agreement, vesting tentative map, and heritage tree removal permits. Review of the project will include analysis of the revised project's potential impacts under the California Environmental Quality Act (CEQA) to determine if the revised project is consistent with the findings of the certified EIR for the approved project. Separate architectural control permits would also be required for the building design and site improvements. ([Staff report #26-041-PC](#))

H. Informational Items

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

- Regular Meeting: September 28, 2026
- Regular Meeting: October 5, 2026

I. Adjournment

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

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

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

Any writing that is distributed to a majority of the Planning Commission by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available by request by emailing the city clerk at jaherren@menlopark.gov. Persons with disabilities, who require auxiliary aids or services in attending or participating in Planning Commission meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with Cal. Gov. Code §54954.2(a) or §54956. Members of the public can

view electronic agendas and staff reports by accessing the city website at menlopark.gov/agendas and can receive email notifications of agenda postings by subscribing at menlopark.gov/subscribe. Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 9/9/2026)



REGULAR MEETING DRAFT MINUTES

Date: 8/24/2026
Time: 7:00 p.m.
Location: Zoom.us/join – ID# 846 9472 6242 and
City Council Chambers
751 Laurel St., Menlo Park, CA 94025

A. Call To Order

Chair Silverstein called the meeting to order at 7:01 p.m.

B. Roll Call

Present: Ross Silverstein (Chair), Katie Behroozi (Vice Chair), Andrew Ehrich, Katie Ferrick, Nancy Larocca Hedley, Jennifer Schindler, Misha Silin

Staff: Calvin Chan, Senior Planner; Brian Toy, Associate Planner; Matthew Ball, Assistant Planner; Chris Turner, Senior Planner; Kyle Perata, Assistant Community Development Director

C. Reports and Announcements

Assistant Community Development Director Perata stated that the City Council approved the tentative map for the 335 Pierce Road Project while the fee waiver request was denied.

Vice Chair Behroozi welcomed local Boy Scout members who were in attendance.

D. Public Comment

Under “Public Comment,” the public may address the Commission on any subject not listed on the agenda. Each speaker may address the Commission once under public comment for a limit of three minutes. You are not required to provide your name or City of residence, but it is helpful. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under Public Comment other than to provide general information.

Chair Silverstein opened public comment and closed it as no persons requested to speak.

E. Consent Calendar

E1. Approval of minutes from the August 10, 2026 Planning Commission meeting (Attachment)

Chair Silverstein opened public comment and closed it as no persons requested to speak.

ACTION: To approve the Consent Calendar as presented; passes 7-0.

F. Public Hearing

- F1. Use Permit/Aiden Marvick/880 Cambridge Ave.:
Consider and adopt a resolution approving a use permit to demolish an existing attached one-story duplex residence to construct a new two-story single-family residence on a substandard lot with regard to minimum lot depth and lot area in the R-1-U (Single Family Urban Residential) zoning district at 880 Cambridge Avenue. The proposal includes an attached accessory dwelling unit (ADU), which is a permitted use and not subject to discretionary review. The project includes one development-related heritage tree removal which was reviewed and conditionally approved by the City Arborist. Determine this action is categorically exempt under CEQA Guidelines Section 15303's Class 3 exemption for new construction or conversion of small structures. (Staff report #26-036-PC)

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

Commissioner Silin and Commissioner Hedley recused themselves from the public hearing due to their residences' proximity to the project site and departed the City Council Chambers.

ACTION: Motion and second (Silverstein/Schindler) to adopt a resolution approving the item as submitted; passes 5-0, with two recused (Silin/Hedley).

Commissioner Silin and Commissioner Hedley returned to the City Council Chambers following the conclusion of Public Hearing Item F1.

- F2. Use Permit/Alysa Tibbitts/550 Ravenswood Ave.:
Consider and adopt a resolution approving a use permit to operate a private fitness studio in a 6,134 square-foot tenant space within an existing building in the DSARMU (Downtown/Station Area Retail/Mixed Use) land use designation of the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district. Private fitness studios are considered personal improvement services and require a use permit to operate in a space greater than 5,000 square feet within the DSARMU land use designation of the SP-ECR/D zoning district. The proposal would not affect the gross floor area and there would be no exterior modifications to the building. Determine this action is categorically exempt under CEQA Guidelines Section 15301's Class 1 exemption for existing facilities. (Staff report #26-037-PC)

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

ACTION: Motion and second (Silin/Ehrich) to adopt a resolution approving the item as submitted; passes 7-0.

G. Study Session

- G1. Study Session /Presidio Bay Ventures/345 Middlefield Rd.:
Request for a study session on a master plan development to comprehensively redevelop the former USGS campus, located at 345 Middlefield Road, with a residential, office, and

neighborhood-serving commercial mixed-use project. The proposed project includes requests for a development agreement (DA), conditional development permit (CDP), zoning ordinance amendment, general plan amendment, rezoning, below market rate (BMR) housing agreement, and vesting tentative subdivision map. The project would consist of approximately 713,000 square feet of office space, approximately 43,000 square feet of non-office commercial and amenity space, 670 multifamily residential units, and approximately three acres of publicly accessible open space. An environmental impact report (EIR) will be prepared for the proposed project in compliance with the California Environmental Quality Act (CEQA). (Staff report #26-038-PC)

Senior Planner Turner and the applicant team provided a project presentation.

Chair Silverstein asked the Commissioners whether they had any clarifying questions for the applicant team or staff. The Commission asked clarifying questions regarding previous worker density at the site, allowed uses in the PF district, calculation of project office to housing ratio, the amount of retail on site, and the decisions regarding architectural style.

Chair Silverstein opened the public hearing.

Public comment:

Kia Shepherd, a resident of Menlo Park representing the International Brotherhood of Electrical Workers, expressed support for the project and the potential for additional housing in Menlo Park.

Peter Lezak, representing the owners of the McCandless office buildings, expressed concerns regarding potential increases in traffic around the USGS and Parkline sites during and after construction.

Alexa Combs, president of the GeoKids board of directors, expressed gratitude for the ongoing partnership with Presidio Bay Ventures and its commitment to securing a lease extension at the site.

Miller Hartstein, from Boy Scout Troop 222, asked whether the developers had considered the potential impacts of additional housing on local schools.

Maaian Zelman, executive director of GeoKids, echoed Combs' comments, and emphasized the importance of early childhood education.

Chair Silverstein closed the public comment period.

Commissioners asked for clarification and provided feedback regarding the proposed housing mix and opportunities to increase the amount of housing, including whether a different mix of rental and for-sale housing could be considered. Commissioners generally expressed support for methods that would increase the number of units proposed and asked whether alternative design approaches could allow for additional units. The connection between construction type and

building height was also discussed, including whether reducing building modulation and articulation in favor of more ornamental architectural treatments could provide more units.

Commissioners discussed opportunities to increase the project's affordable units and achieve lower Area Median Income (AMI) targets. The discussion included potential mechanisms available to address funding gaps, as well as whether City funding sources could address gaps. Commissioners also discussed the San Mateo County nexus study and its effect on affordable housing requirements. The Commission discussed the balance between development standards and inclusionary housing requirements. Commissioners also requested clarification regarding Regional Housing Needs Allocation (RHNA) numbers, including how RHNA is calculated and allocated among cities.

Commissioners asked for clarification regarding the proposed parking and the applicant's methodology for determining the parking ratio. Commissioners discussed opportunities to approach parking and transportation more creatively, including reducing parking, using paid parking to incentivize alternative modes of transportation, and possible shuttle service between the project site and the Caltrain station. Commissioners asked for additional information and received clarification regarding the bicycle and vehicle circulation along Middlefield Road.

Commissioners discussed the connection between jobs and housing, noting that the jobs-to-housing balance is calculated at the countywide level. Commissioners also asked for and received clarification regarding how the project could affect the school district and when those impacts would be assessed.

Commissioners asked about the anticipated users and market for on-site amenities, including the sport court and other retail and service uses. Commissioners also discussed the proximity between the proposed development and the Parkline development. The Commission expressed support for coordination with the Parkline developer to identify opportunities for synergy between both projects.

H. Informational Items

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

- Regular Meeting: September 14, 2026

Assistant Community Development Director Perata announced that the next scheduled Planning Commission meeting may include a study session for Parkline Phase 2 and an entitlement review for a mixed-use development project located at 800 Oak Grove Avenue.

- Regular Meeting: September 28, 2026

I. Adjournment 9:54 PM

Chair Silverstein adjourned the meeting at 9:54 p.m.

Staff Liaison: Kyle Perata, Assistant Community Development Director

Recording Secretary: Matthew Ball, Assistant Planner



STAFF REPORT

Planning Commission

Meeting Date:

9/14/2026

Staff Report Number:

26-039-PC

Consent Calendar:

Consider and adopt a resolution to approve an architectural control permit to construct a wooden pergola, approximately nine-foot, four-inches in height, over an existing private roof deck for a residential condominium unit located in the R-3-A(X) (Garden Apartment Residential, Conditional Development Permit) zoning district at 1100 Sharon Park Drive, Unit 20. Determine this action is categorically exempt under CEQA guidelines Section 15303, Class 3 exemption for new construction or conversion of small structures.

Recommendation

Staff recommends that the Planning Commission adopt a resolution to approve an architectural control permit to construct a wooden pergola, approximately nine-foot, four-inches in height, over an existing private roof deck for a residential condominium unit located in the R-3-A(X) (Garden Apartment Residential, Conditional Development Permit) zoning district at 1100 Sharon Park Drive, Unit 20. The draft resolution, including the recommended actions and conditions of approval, is provided as Attachment A.

Policy Issues

Each architectural control permit request is considered individually. The Planning Commission should consider whether the required architectural control findings in Menlo Park Municipal Code section 16.68.020 can be made for the proposal.

Background

Site location

The subject site is a residential condominium located in the Sharon Heights neighborhood and is generally surrounded by other condominiums within the same community in the R-3-A(X) zoning district, and the Sharon Heights Golf and Country Club. The subject condominium, unit 20, is located on the top floor of a multistory building and the proposed scope of work is limited to the existing southern-facing private roof deck with guardrails serving unit 20. Large trees and established landscaping surround the multistory building. A location map is provided as Attachment B.

Zoning and conditional development permit

The R-3-A zoning district includes single-family dwellings, duplexes, and accessory buildings as permitted

uses and developments with three or more dwelling units and other uses as conditional uses. R-3-A zoning is present predominantly in the Sharon Heights neighborhood and near the City's Corporation Yard on Burgess Drive. The (X) in R-3-A(X) denotes a conditional development district that is regulated by a conditional development permit (CDP). A CDP is an entitlement that allows a site to develop and/or operate in a manner that is unique from standard zoning by providing flexibility for typical standards and regulations to ensure internal and external site compatibility. The condominium community is regulated by a 1962 CDP that requires architectural control by the Planning Commission prior to the City granting a building permit for improvements to "all apartment building sites, elevations, floor and landscaping plans." While no specific exterior building colors and materials are regulated by the CDP, the standard architectural control process is required.

Analysis

Project description

The applicant requests an architectural control permit to construct a wooden pergola over an existing southern-facing private roof deck with the primary purpose of providing the condominium unit protection from stray golf balls from the adjacent property. The proposed pergola would have the following approximate dimensions, materials, and color:

- Length: 42 feet;
- Width (projection from unit): 12 feet;
- Height: 9 feet, 4 inches;
- Materials: Wood posts, beams, corbels, and overhead slats, and metal installation hardware; and
- Color: Dunn-Edwards Palm Beige.

The proposed pergola would be structurally attached to the existing unit and all visible wood members and metal hardware would be painted beige for compatibility with the existing building and homeowners association requirements. No modifications to the existing unit, roof deck, stairs, or railing are proposed and there would be no change to zoning standards, such as building coverage or floor area, associated with this project. No heritage trees would be affected by the proposed project. The applicant's project description letter states, "The proposed pergola has been designed to complement the existing condominium building in color, materials, scale, and appearance. The open pergola design will not create additional enclosed living area and will not change the existing use of the rooftop deck or condominium unit." The applicant's project plans and project description letter are included as Attachment A, Exhibits A and B, respectively.

Correspondence

Within the project description letter, the applicant states that neighbor outreach was conducted. Additionally, the project description letter includes documented authorization to proceed with the proposed project from the Country Club Fairways Homeowners Association for the condominium community. No correspondence regarding the proposed project has been received by staff as of the writing of this report.

Conclusion

The proposed pergola project would not create any new building coverage or floor area and given its location at the top of an existing multistory building, facing south, and with no nearby buildings on adjacent property, staff believes visual impacts would be minimal to residents in the condominium community and

adjacent communities. Additionally, the project is consistent with the CDP governing the site and the homeowners association has provided authorization to proceed. Staff recommends that the Planning Commission adopt Attachment A, a draft resolution approving the architectural control permit request.

Impact on City Resources

The project sponsor is required to pay Planning, Building, and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project.

Environmental Review

The project is categorically exempt under California Environmental Quality Act (CEQA) Guidelines Section 15303, Class 3 ("New construction or conversion of small structures").

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a 300-foot radius of the subject property.

Attachments

- A. Draft Planning Commission resolution approving the architectural control permit
 - Exhibits to Attachment A
 - A. Project plans
 - B. Project description letter
 - C. Conditions of approval
- B. Location map

Report prepared by:
Calvin Chan, Senior Planner

Report reviewed by:
Tom Smith, Principal Planner

PLANNING COMMISSION RESOLUTION NO. 2026-0XX**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
MENLO PARK APPROVING AN ARCHITECTURAL CONTROL
PERMIT TO CONSTRUCT A WOODEN PERGOLA,
APPROXIMATELY NINE-FOOT, FOUR-INCHES IN HEIGHT, OVER
AN EXISTING PRIVATE ROOF DECK FOR A RESIDENTIAL
CONDOMINIUM UNIT LOCATED IN THE R-3-A(X) (GARDEN
APARTMENT RESIDENTIAL, CONDITIONAL DEVELOPMENT
PERMIT) ZONING DISTRICT AT 1100 SHARON PARK DRIVE, UNIT
20**

WHEREAS, the City of Menlo Park ("City") received an application requesting an architectural control permit to construct a wooden pergola, approximately nine-foot, four-inches in height, over an existing private roof deck for a residential condominium unit (collectively, the "Project") from Ana Maria Villa of First Choice Construction ("Applicant"), on behalf of John Van Natta ("Owner") at 1100 Sharon Park Drive, Unit 20 (APN 110-440-110) ("Property"). The Project architectural control permit is depicted in and subject to the development plans and project description letter, which are attached hereto as Exhibit A and Exhibit B, respectively, and incorporated herein by this reference; and

WHEREAS, the Property is located in the R-3-A(X) (Garden Apartment Residential, Conditional Development Permit) zoning district and accessory structures are permitted uses; and

WHEREAS, the Property is within a condominium community regulated by a 1962 conditional development permit that requires architectural control by the Planning Commission prior to the City granting a building permit for improvements to "all apartment building sites, elevations, floor and landscaping plans;" and

WHEREAS, the Project otherwise complies with all objective standards of the R-3-A(X) district; and

WHEREAS, the Project was found to be in compliance with City standards; and

WHEREAS, the Project requires discretionary action by the City as summarized above, and therefore the California Environmental Quality Act ("CEQA," Public Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project's environmental impacts; and

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

WHEREAS, the Project is categorically exempt from environmental review pursuant to CEQA Guidelines section 15303, Class 3 ("New construction or conversion of small structures"); and

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

WHEREAS, at a duly and properly noticed public meeting held on September 14, 2026, the Planning Commission fully reviewed, considered, and evaluated the whole of the record including all public and written comments, pertinent information, documents and plans, prior to taking action regarding the Project.

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

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

SECTION 2. ARCHITECTURAL CONTROL PERMIT FINDINGS. The Planning Commission of the City of Menlo Park does hereby make the following findings:

The approval of the architectural control permit to construct a wooden pergola, approximately nine-foot, four-inches in height, over an existing private roof deck for a residential condominium unit at 1100 Sharon Park Drive, Unit 20, in the R-3-A(X) zoning district is granted based on the following findings, which are made pursuant to Menlo Park Municipal Code Section 16.68.020:

1. That the general appearance of the structure is in keeping with the character of the neighborhood; in that, the Project is designed in an architectural style that is consistent with the condominium community, general character of other residential developments around the Project site, and the homeowners association has reviewed the Project and provided documented authorization to proceed.
2. That the development will not be detrimental to the harmonious and orderly growth of the city; in that, the Project is consistent with the R-3-A(X) zoning district and the conditional development permit that regulates the condominium community.
3. That the development will not impair the desirability of investment or occupation in the neighborhood; in that, the Project would integrate a new condominium unit-attached pergola with the primary purpose of deflecting stray golf balls from the surrounding property. The proposed materials and colors used would be

compatible with other condominiums in the same community and the broader neighborhood.

4. That the development provides adequate parking as required in all applicable City Ordinances; in that, the Project does not include any modifications or impacts to existing parking.
5. That the development is consistent with any applicable specific plan; in that, the Project is not located within a specific plan area. The Project, as reviewed by the Planning Commission, would be consistent with the conditional development permit that regulates the condominium community where the Project is located.

SECTION 3. ARCHITECTURAL CONTROL PERMIT. The Planning Commission approves architectural control permit no. PLN2026-00023, which architectural control permit is depicted in and subject to the development plans and project description letter, which are attached hereto and incorporated herein by this reference as Exhibit A and Exhibit B, respectively. The architectural control permit is conditioned in conformance with the conditions attached hereto and incorporated herein by this reference as Exhibit C.

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

1. The Project is categorically exempt from environmental review pursuant to CEQA Guidelines section 15303, Class 3 ("New construction or conversion of small structures").

SECTION 5. SEVERABILITY.

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

I, Corinna Sandmeier, Principal Planner 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 September 14, 2026, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

RECUSED:

IN WITNESS THEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ____ day of September 2026.

PC Liaison Signature

Corinna Sandmeier
Principal Planner
City of Menlo Park

Exhibits

- A. Project plans
- B. Project description letter
- C. Conditions of approval

SCOPE OF WORK

CONSTRUCTION OF A NEW ATTACHED WOOD PERGOLA OVER THE EXISTING REAR DECK AT AN EXISTING CONDOMINIUM UNIT. THE PERGOLA IS INTENDED TO PROVIDE PROTECTION FROM GOLF BALLS ORIGINATING FROM THE ADJACENT GOLF COURSE. THE EXISTING, DECK, STAIRS, RESIDENCE, AND SURROUNDING SITE SHALL REMAIN UNCHANGED UNLESS OTHERWISE NOTED. THE PERGOLA WILL BE PAINTED TO MATCH THE EXISTING BUILDING COLORS (Dunn Edwards Palm Beige) AND ARCHITECTURAL FINISHES TO MAINTAIN A COHESIVE APPEARANCE WITH THE EXISTING CONDOMINIUM DEVELOPMENT.

John VanNatta

SHEET INDEX

- A1-00 COVER SHEET
- A1-01 EXISTING SITE CONTEXT
- A1-02 EXISTING & PROPOSED SITE PLAN
- A2-01 EXISTING EXTERIOR ELEVATIONS
- A2-02 PROPOSED EXTERIOR ELEVATIONS
- A3-01 PERGOLA PLAN AND DETAILS
- A4-01 PERGOLA CONSTRUCTION DETAILS
- A5-01 MATERIALS & FINISHES

DESIGN INTENT

THE PROPOSED PERGOLA HAS BEEN DESIGNED TO COMPLEMENT THE EXISTING ARCHITECTURE OF THE CONDOMINIUM BUILDING. MATERIALS, COLORS, AND FINISHES WILL BE SELECTED TO MATCH THE EXISTING STRUCTURE (DUNN EDWARDS PALM BEIGE), MINIMIZING VISUAL IMPACTS WHILE PROVIDING PROTECTION FROM GOLF BALLS.

1100 Sharon Park Dr. Apt. 20 Menlo Park, CA 94025

APPLICABLE CODES

- 2025 RESIDENTIAL CODE (CRC)
- 2025 CALIFORNIA BUILDING CODE (CBC)
- 2025 CALIFORNIA ELECTRICAL CODE (CEC)
- 2025 CALIFORNIA PLUMBING CODE
- 2025 CALIFORNIA MECHANICAL CODE
- 2025 CALIFORNIA ENERGY CODE (TITLE 24)
- 2025 CALIFORNIA FIRE CODE
- 2025 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN)
- MENLO PARK MUNICIPAL CODES

PROJECT DATA

- PROJECT ADDRESS: 1100 SHARON PARK DRIVE, UNIT20
MENLO PARK, CA 94025
- PROJECT TYPE: RESIDENTIAL CONDOMINIUM
- PROJECT DESCRIPTION: NEW ATTACHED WOOD PERGOLA
- EXISTING USE: RESIDENTIAL CONDOMINIUM
- PROPOSED USE: RESIDENTIAL CONDOMINIUM (NO CHANGE)
- OCCUPANCY GROUP: R-3
- CONSTRUCTION TYPE: V-B
- NUMBER OF STORIES: 1
- EXISTING FIRE SPRINKLERS: YES
- TOTAL SQUARE FOOTAGE: 2400 FT2
- ALTERED SQUARE FOOTAGE: 462 FT2

GENERAL NOTES

- VERIFY ALL EXISTING DIMENSIONS AND FIELD CONDITIONS PRIOR TO CONSTRUCTION.
- ALL WORK SHALL COMPLY WITH APPLICABLE CITY OF MENLO PARK REQUIREMENTS.
- EXISTING RESIDENCE, DECK, AND STAIRS SHALL REMAIN UNLESS OTHERWISE NOTED.
- PERGOLA MATERIALS AND FINISHES SHALL MATCH THE EXISTING BUILDING (DUNN EDWARDS PALM BEIGE).
- CONTRACTOR SHALL REPORT ANY FIELD DISCREPANCIES PRIOR TO CONSTRUCTION.



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Katelyn Anthenien
705 Sycamore Ave
Gustine, CA 95322
650-271-8650

Project Number
Date

07/01/2026

Project Number
Issue Date



- EXISTING CONDOMINIUM UNIT WITHIN A MULTI-UNIT RESIDENTIAL DEVELOPMENT
- EXISTING ELEVATED REAR ROOFTOP DECK
- EXISTING EXTERIOR STAIR ACCESS FROM THE DECK
- EXISTING REAR DECK OVERLOOKS ADJACENT GOLF COURSE/OPEN SPACE
- PROPOSED PERGOLA TO BE CONSTRUCTED OVER THE EXISTING REAR DECK
- PROPOSED PERGOLA INTENDED FOR PROTECTION FROM GOLF BALLS
- NO EXPANSION OF THE BUILDING FOOTPRINT OR DECK FOOTPRINT IS PROPOSED



VICINITY MAP



EXISTING STREET SCAPE

— 1100 SHARON PARK DRIVE APT 20

— EXISTING DECK

— EXISTING STAIRS

— EXISTING ROOFTOP AREA

— EXISTING A/C UNIT



www.autodesk.com/revit

Consultant **KATELYN ANTHENIEN**
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Address **GUSTINE, CA 95322**
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Phone **650-271-8650**

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John VanNatta

1100 SHARON PARK DRIVE
APT 20
MENLO PARK, CA 94025

Existing Site Context

Project Number	Project Number
Date	Issue Date
Drawn By	Author
Checked By	Checker

A1-01

Scale	NTS
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- ### GENERAL NOTES

- EXISTING LIGHT FIXTURE TO REMAIN -

EXISTING LIGHT FIXTURE TO REMAIN -

EXISTING WINDOW TO REMAIN

EXISTING STANDARD SIZE ENTRY DOOR TO REMAIN

EXISTING FIRE HOSE TO REMAIN

EXISTING GLASS SLIDING DOOR TO REMAIN

EXISTING DECK TO REMAIN

EXISTING GAURDRAIL AND FENCE TO REMAIN

EXISTING STAIRS TO REMAIN



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1100 SHARON PARK DRIVE APT 20
MENLO PARK, CA 94025

EXISTING &
PROPOSED SITE

Project Number	PLAN	Project Number
Date	07/01/2026	Issue Date
Drawn By	Katelyn Anthenien	Author
Checked By		Checker

A1-02

Scale	$1/4" = 1'-0"$
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EXISTING CONDOMINIUM BUILDING

EXISTING ROOF

— EXISTING SIDE DECK



PROPOSED WOOD SLATS

— PROPOSED PAINT TO MATCH EXISTING BUILDING

PROPOSED CORBELS

— PROPOSED WOOD POSTS

— NO CHANGES TO EXISTING DECK OR STAIRS

— EXISTING GAURDRAIL

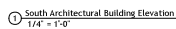
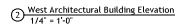
— EXISTING STAIRS

42'0" OVERALL LENGTH

PROPOSED SITE PLAN

- PROPOSED ATTACHED WOOD PERGOLA IS FOR GOLF BALL PROTECTION ONLY.
- NO EXPANSION OF THE EXISTING DECK OR BUILDING FOOTPRINT IS PROPOSED.
- EXISTING DECK, STAIRS, GAUDDRAILS, DOORS, WINDOWS, AND EXTERIOR FINISHES SHALL REMAIN.
- PERGOLA SHALL BE PAINTED TO MATCH EXISTING CONDOMINIUM BUILDING/DUNN EDWARDS PALM BEIGE.
- CORBELS SHALL BE STRUCTURALLY ATTACHED TO EXISTING WALL. SEE DETAIL 1 PAGE 44-01

PROPOSED 2X2 WOOD SLATS @0'-2 1/4" O.C



- PROPOSED PERGOLA TO BE ATTACHED TO EXISTING CONDOMINIUM BUILDING SEE DETAIL 1 A4-01
- EXISTING DECK, GAUDDRAILS, AND STAIRS TO REMAIN
- PERGOLA SHALL BE PAINTED TO MATCH EXISTING BUILDING (DUNN EDWARDS PALM BEIGE)
- CORBELS EXTEND 0' - 6" INTO EXISTING WALL FOR STRUCTURAL ATTACHMENT
- SEE DETAIL 1 SHEET A4-01 FOR TYPICAL ATTACHMENT DETAILS
- 2X2 REDWOOD SLATS RUN PARALLEL TO BUILDING FACE



A10



Consultant: **KATELYN ANTHENIEN**
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John VanNatta

1100 SHARON PARK DRIVE APT 20
MENLO PARK, CA 94025

PERGOLA CONSTRUCTION

Project Number **DETAILS** Project Number

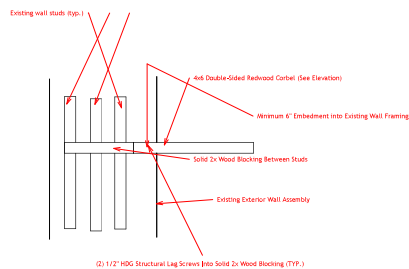
Date	07/01/2026	Issue Date	
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Drawn By KATELYN ANTUNEN Author

Checked By	KATELYN ANTHENIEN	Checker
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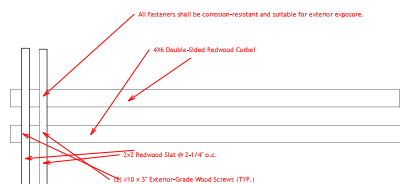
A4-01

Scale $3/4" = 1'-0"$

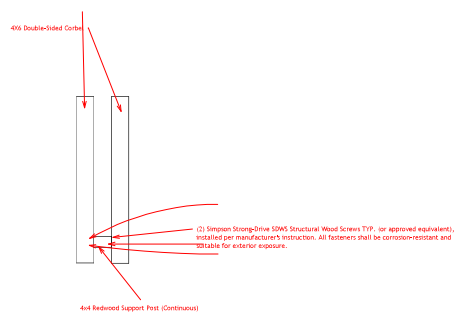


(2) 1/2" HDG Structural Lag Screws Into Solid 2x Wood Blocking (TYP.)

① DETAIL 1-CORBEL ATTACHMENT
3/4" = 1'-0"



2 DETAIL 2 - TYPICAL SLAT ATTACHMENT
3/4" = 1'-0"



DETAIL 3 - 4X4 POST SANDWICHED
BETWEEN DOUBLE-SIDED 4X6 CORBELS
3/4" = 1'-0"

- 4X6 DOUBLE-SIDED REDWOOD CORBELS
- 4X4 REDWOOD POSTS
- 2X2 REDWOOD SLATS @ 2-1/4" O.C.
- FINISH TO MATCH EXISTING GUARDRAIL COLOR

- SIMPSON STRONG-DRIVE SDWS TIMBER SCREWS (OR APPROVED EQUIVALENT)
- EXTERIOR-GRADE WOOD SCREWS
- ALL FASTENERS SHALL BE CORROSION-RESISTANT AND SUITABLE FOR EXTERIOR EXPOSURE.

- PROVIDE CORROSION-RESISTANT METAL FLASHING AND WEATHER-RESISTANT FLASHING MEMBRANE AT WALL PENETRATIONS.
- SEAL ALL PENETRATIONS WITH EXTERIOR-GRADE SEALANT TO PREVENT WATER INTRUSION.

- **FINISH ALL EXPOSED WOOD TO MATCH THE EXISTING PERGOLA IN COLOR AND APPEARANCE.**
- Existing Color Dunn Edwards Palm Beige

• ALL NEW WALL PENETRATIONS SHALL BE FLASHED AND SEALED IN ACCORDANCE WITH APPLICABLE BUILDING CODE AND MANUFACTURER'S INSTALLATION REQUIREMENTS TO MAINTAIN A WEATHER-RESISTANT EXTERIOR ENVELOPE.



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John VanNatta
1100 SHARON PARK DRIVE APT 20
MENLO PARK, CA 94025

MATERIALS & FINISHES

Project Number	Project Number
Date 07/01/2026	Issue Date
Drawn By KATELYN ANTENIEN	Author
Checked By	Checker

A5-01

Scale

August 25, 2026
City of Menlo Park
Community Development Department
Planning Division
701 Laurel Street Menlo Park,
CA 94025

RE: Project Description Letter Project
Project Address: 1100 Sharon Park Drive, Unit 20
Application Number: PLN2026-00023
Project: Proposed Rooftop Pergola

Dear Planning Division:

The proposed project consists of the construction of a wooden pergola over an existing private rooftop deck serving Unit 20 at 1100 Sharon Park Drive.

The property is located within the R-3-A(X) Garden Apartment Residential zoning district and is subject to a Conditional Development Permit. The proposed pergola is intended to provide overhead protection for the existing rooftop deck from golf balls originating from the neighboring golf course while maintaining an open-air rooftop deck area.

The proposed pergola will measure approximately **42 feet in length**, approximately **12 feet in depth/projection** from the residence, and approximately **9 feet 4 inches** in overall height to the top of the pergola.

The structure will consist of wood posts, beams, corbels, and closely spaced overhead wood slats as shown on the project plans.

All exposed wood members, including the posts, beams, corbels, and overhead slats, will be painted Dunn-Edwards Palm Beige to match the color and appearance of the existing condominium building. Any significantly visible brackets, connectors, fasteners, or other exposed hardware will also be painted or finished in Dunn-Edwards Palm Beige so that the completed pergola has a consistent appearance that is compatible with the existing building.

The project is limited to construction and attachment of the proposed pergola as shown on the submitted plans. No alterations are proposed to the existing stairs, condominium unit interior, exterior doors, windows, rooftop deck walking surface, existing railings, or other existing site and building improvements, except for the limited pergola attachment work specifically shown on the plans.

The existing rooftop stairs will remain in their current location and configuration. The existing doors, windows, railings, deck, and surrounding building elements will also remain unchanged. The proposed pergola has been designed to complement the existing condominium building in

color, materials, scale, and appearance. The open pergola design will not create additional enclosed living area and will not change the existing use of the rooftop deck or condominium unit.

Neighbor outreach regarding the proposed pergola has been conducted as part of the project coordination process. The applicant has also coordinated with the Homeowners Association regarding the proposed pergola. The Homeowners Association approval letter is included with the supporting application documents.

The project plans and supporting materials have been coordinated so that the proposed pergola height, length, depth, colors, materials, and overall configuration are accurately and consistently represented throughout the application.

Thank you for your consideration of this application.

Please contact me if any additional information or clarification is required.

Best Regards,
Ana Maria Villa
Applicant
villa95111@gmail.com



DRE 01740349

June 9, 2026

Subject: Homeowners Association Authorization to Proceed with Building Permit Application

To the City of Menlo Park Building Department:

The Board of Directors of the Country Club Fairways Homeowners Association hereby confirms that it has reviewed and approved the architectural application submitted by the owners of the following property for the proposed installation of a pergola within their deeded lot:

Cathy and John VanNatta
1100 Sharon Park Drive, Unit 20
Menlo Park, California 94025

Accordingly, the Association authorizes the homeowners to proceed with the City of Menlo Park's permitting and plan review process for the proposed improvement.

Please note that the Association's final authorization to commence construction remains contingent upon the following:

Issuance of all required permits and approvals by the City of Menlo Park; and

Execution of a written Project Agreement between the homeowners and the Country Club Fairways Homeowners Association, in a form approved by the Association.

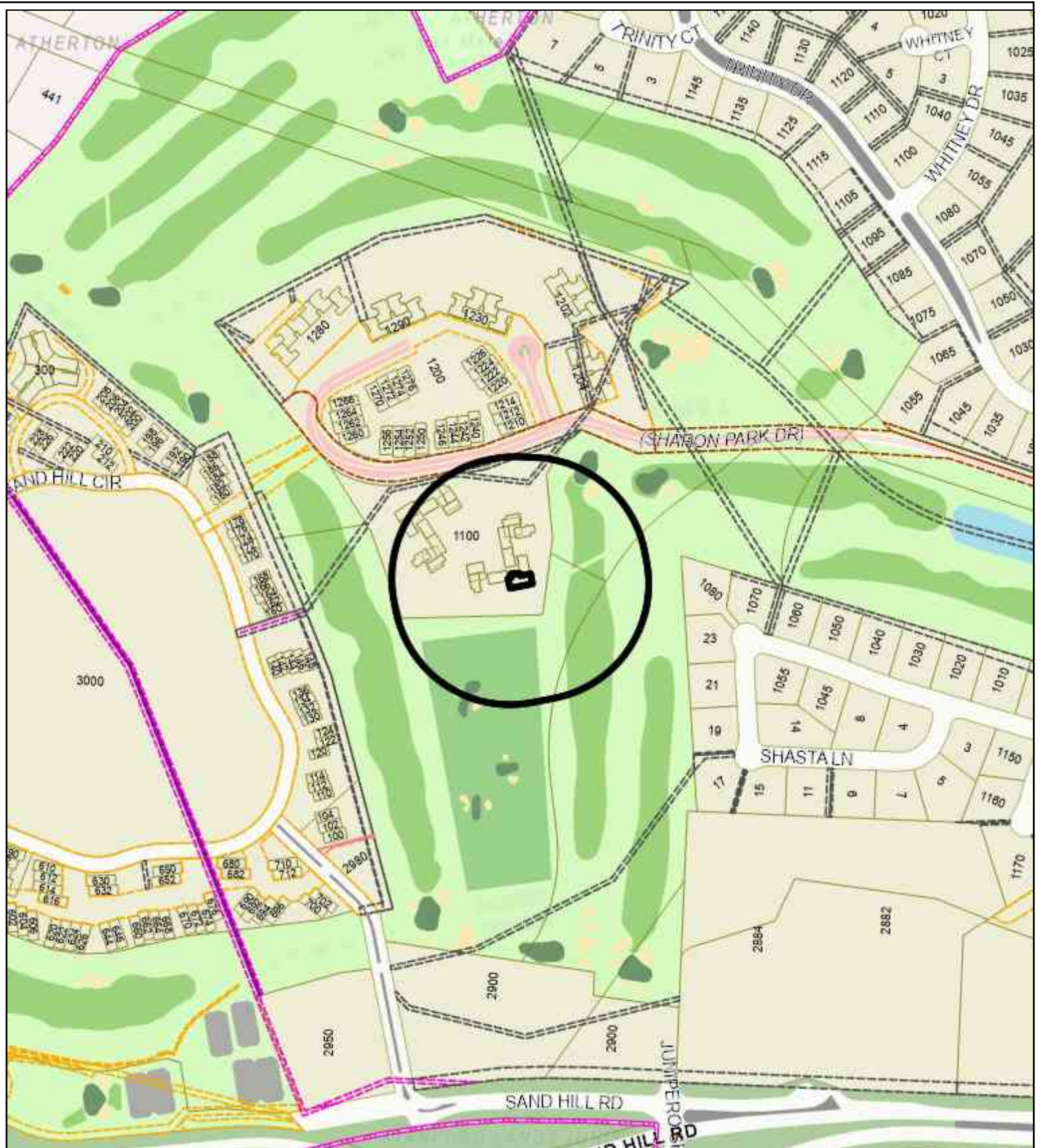
This letter is intended solely to confirm the Association's approval for the homeowners to seek the necessary governmental permits and approvals. Nothing herein shall be construed as a waiver of any applicable Association governing documents, conditions of approval, or City requirements.

Should you have any questions, please do not hesitate to contact the Association's management office.

Sincerely,

Board of Directors
Country Club Fairways Homeowners Association
c/o Davis Stirling Management Corp.

LOCATION: 1100 Sharon Park Drive, Unit 20	PROJECT NUMBER: PLN2026-00023	APPLICANT: Ana Maria Villa, First Choice Construction	OWNER: John Van Natta
PROJECT CONDITIONS: 1. The architectural control permit shall be subject to the following standard conditions: a. Development of the project shall be substantially in conformance with the plans prepared by Katelyn Antenien, consisting of eight (8) plan sheets, submitted to the City on August 18, 2026, and approved by the Planning Commission on September 14, 2026, except as modified by the conditions contained herein, subject to review and approval of the Planning Division. b. Prior to building permit issuance, the applicant shall comply with all Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project. c. Prior to building permit issuance, the applicant shall comply with all requirements of the Building Division that are directly applicable to the project. d. Prior to building permit issuance, the applicant shall pay all fees incurred through staff time spent reviewing the application. e. The applicant or permittee shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval which action is brought within the time period provided for in any applicable statute; provided, however, that the applicant's or permittee's duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the applicant or permittee of any said claim, action, or proceeding and the City's full cooperation in the applicant's or permittee's defense of said claims, actions, or proceedings. f. Notice of Fees Protest – The applicant may protest any fees, dedications, reservations, or other exactions imposed by the City as part of the approval or as a condition of approval of this development. Per California Government Code 66020, this 90-day protest period has begun as of the date of the approval of this application.			



City of Menlo Park
Location Map
1100 Sharon Park Drive, unit 20



Scale: 1:4,000

Drawn By: CC

Checked By: TAS

Date: 9/14/2026



STAFF REPORT

Planning Commission

Meeting Date:

9/14/2026

Staff Report Number:

26-040-PC

Public Hearing:

Consider and adopt two resolutions related to a project at 800 Oak Grove Avenue in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district. One resolution would approve an architectural control permit to demolish an existing surface-level parking lot and construct a new six-story, approximately 72-foot-tall multifamily residential building with 15 units, and convert and expand an existing two-story bank building into a two-story non-medical office building with a roof deck; approve a below market rate (BMR) housing agreement for the proposed project to ensure that one unit is designated as affordable to very low-income households and that the project applicant pays a BMR in-lieu fee to satisfy the remaining inclusionary housing requirement; and determine that this action is exempt from CEQA under the provisions of Assembly Bill (AB) 130. The second resolution would recommend the City Council approve a tentative subdivision map to subdivide the project site into 15 condominium residential units and one commercial unit.

Recommendation

Staff recommends that the Planning Commission adopt resolutions for the following:

1. Approval of an architectural control permit to demolish an existing surface-level parking lot and construct a new six-story, approximately 72-foot-tall multifamily residential building with 15 units, and convert and expand an existing two-story bank building into a two-story non-medical office building with a roof deck at 800 Oak Grove Avenue; and approval of a below market rate (BMR) housing agreement for the proposed project to ensure that one unit is designated as affordable to very low-income households and that the project applicant pays a BMR in-lieu fee to satisfy the remaining inclusionary housing requirement; and a determination that this action is exempt from CEQA under provisions of Assembly Bill (AB) 130 (Attachment A); and
2. Recommendation to the City Council to approve a tentative subdivision map to subdivide the development into 15 condominium residential units in the new building and one commercial unit in the existing commercial building at 800 Oak Grove Avenue (Attachment B).

Policy Issues

The Planning Commission should consider whether the required architectural control findings can be made for the proposed project and whether the project complies with requirements under State Density Bonus Law as well as the Below Market Rate Housing Program Guidelines (BMR guidelines). The project was submitted under Senate Bill (SB) 330, which “locks in” the development regulations in place at the time of submittal of a preliminary application. The project is also invoking the provisions of AB 130, which has a unique tribal notification process and renders the project exempt from California Environmental Quality Act (CEQA), if the project is consistent with the applicable objective development standards. Lastly, based on AB 2097, which removes minimum parking requirements for projects located within 0.5 miles of a major transit station, the project does not have a minimum parking requirement. A combined preliminary application and full development application was submitted in December 2025.

The goals, policies, and programs of the General Plan, specifically the 6th Cycle Housing Element Update, listed in Table 1, can be used to evaluate the project and guide a decision.

Table 1: General Plan goals and policies consistency analysis

Goal/ Policy	Title	Summary	Consistency Analysis
Goal H4	Affordable Housing	Support the development of a diversity of housing types for people at all income levels	The project includes a 15-unit, multi-family housing project which would have 14 market-rate units and one BMR unit; therefore, it directly supports Goal H4. The BMR unit would be similar in size and layout to the market rate units, and the overall development would include mostly two-bedroom units, along with three three-bedroom units and three one-bedroom units, to fit a variety of needs.
Policy H4.2	Housing to Address Local Housing Needs	Strive to provide opportunities for new housing development to meet the City's share of its Regional Housing Needs Allocation (RHNA)	The project site is within the SP-ECR/D zoning district, which was rezoned to allow for additional housing opportunities as part of the 6 th Cycle Housing Element update to meet the City's RHNA obligations.
Policy H4.3	Variety of Housing Choices	Strive to achieve a mix of housing types, densities, affordability levels and designs distributed throughout the city	The project provides for-sale condominium units, and has units with varying bedroom counts to contribute to the community's diverse housing needs.
Policy H4.9	Long-Term Housing Affordability Controls	Apply rent and income restrictions to ensure that affordable housing provided through incentives remains affordable over time to the income group for which it is intended	One of the 15 units would be restricted to affordable rents at the very low income level for a minimum period of 55 years, consistent with this policy.

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. Specifically, the project is proposing one very low income for-sale unit as its BMR allocation, which is more deeply affordable than the moderate income for-sale BMR unit requirement.
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 add 15 residential units near downtown, in line with the City's housing goals.
Goal LU-1	Promote the orderly development of Menlo Park and its surrounding area		This project is proposed on a site zoned SP-ECR/D and could be built at the proposed density within the current zoning pursuant to State Density Bonus Law (SDBL), consistent with this goal. In addition, the retention of the existing commercial building would also enable orderly development by generally maintaining and refreshing an existing structure.
Policy LU-1.1	Land Use Patterns	Cooperate with the appropriate agencies to help assure a coordinated land use pattern in Menlo Park and the surrounding area	The City has coordinated the project application with the Menlo Park Fire Protection District and has confirmed the project meets applicable requirements for fire safety.
Goal LU-2	Maintain and enhance the character, variety and stability of Menlo Park's residential neighborhoods		The proposed project would involve the demolition of a surface parking lot to create new residences that were designed in accordance with the Specific Plan guidelines, apart from waivers and one incentive sought under SDBL.
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	This project is proposed pursuant to State Density Bonus law and is consistent with the City's BMR program, as modified by SDBL concessions and waivers.
Goal LU-4	Promote and encourage existing and new business to be successful and attract		The proposed project would retain and renovate the existing bank building and change its use to non-medical office, which

	entrepreneurship and emerging technologies for providing goods, services amenities, local job opportunities and tax revenue for the community while avoiding or minimizing potential environmental and traffic impacts.		would limit construction impacts. In addition, the proposed commercial building would offer a roof deck, which the applicant has intended to market for non-medical office uses and incentivize new business growth within the downtown.
Policy LU-4.5	Business Uses and Environmental Impacts	Allow modifications to business operations and structures that promote revenue generating uses for which potential environmental impacts can be mitigated.	The proposed project would retain and renovate the existing bank building and change its use to non-medical office, which would provide a reduction in construction impacts when compared to fully demolishing and redeveloping the site as a whole.

Background

Site location

The approximately 0.75-acre site on which the project is proposed, located at 800 Oak Grove Avenue ("project site") consists of one L-shaped parcel, located at the northwest corner of Oak Grove Ave. and Crane St. The project site is located in the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district (hereafter referred as Specific Plan or Specific Plan area). Within the Specific Plan area, properties have two key designations that affect use capabilities and zoning requirements for a site: land use designation and zoning sub-district. In the case of the project site, its land use designation is Downtown Adjacent Office/Residential (DAOR) and its zoning sub-district is Downtown Adjacent (DA). For the purposes of this report, Oak Grove Ave. is considered to have an east-west orientation, and all compass directions referenced use this orientation. The parcels to the west of the project site and south of Santa Cruz Ave. are developed with a mixture of multi-family residential and commercial uses and are similarly located in the SP-ECR/D zoning district. Parcels to the north of Oak Grove Ave. are generally developed with lower density residential uses and are primarily located in the R-3 (Apartment) zoning district. Nativity of the Holy Virgin Orthodox Church, at 1220 Crane St., is located along the eastern side of Crane St., across the street from the project site, and is zoned as H (Historic Site). A location map is included as Attachment C.

Previous review

Housing Commission

On Sept. 2, 2026, the Housing Commission reviewed the draft BMR housing agreement, which consists of the following components:

1. One on-site BMR for-sale unit as part of a proposed six-story, 15-unit housing development project at 800 Oak Grove Ave.;
2. Payment of a residential BMR in-lieu fee for the remaining 0.5-residential unit requirement for the housing development; and
3. Payment of a commercial linkage BMR in-lieu fee for the proposed change of land use from bank (Group B) to non-medical office (Group A) for the existing commercial building being renovated and

expanded as part of the project.

The Commission discussed the details of the proposed agreement and voted 6-0 to recommend approval, with Commissioner Kranen absent. The Commission received a public comment requesting information on the 0.5-unit fractional value included within the 1.5-unit residential BMR requirement for the proposed project. The Commission discussed the proposed affordability level of the BMR unit and received clarification on the for-sale units, the zoning requirements, the BMR unit's affordability period and the heritage tree removal permitting.

Analysis

Project description

The applicant is proposing to demolish an existing surface-level parking lot and construct a new six-story, approximately 72-foot-tall multifamily residential building with 15 units, and convert and expand an existing two-story bank building into a two-story non-medical office building with a roof deck. The proposal includes a request for architectural control to complete the commercial building renovation and new residential building construction, and a BMR housing agreement to satisfy the City's BMR housing requirements. One unit would be offered below market rate, affordable to households at the very low income level and the applicant would also pay an in-lieu fee. A major subdivision is proposed to create 15 residential condominium units and one commercial unit for the development. Additionally, the proposed project includes the removal of three heritage trees, which was evaluated under a separate heritage tree removal permit that was reviewed and conditionally approved by the City Arborist.

As noted above, the project would comply with the BMR Ordinance and provide a combination of the following three components to satisfy its BMR requirement:

1. One on-site BMR for-sale unit at the very low income (VLI) level;
2. Payment of a residential BMR in-lieu fee for the remaining 0.5-residential unit requirement for the project; and
3. Payment of a commercial linkage BMR in-lieu fee for the proposed change of land use from bank (Group B) to non-medical office (Group A) for the existing commercial building.

By providing one VLI BMR unit (6.7% of the units), the Project qualifies for benefits under the State Density Bonus Law (SDBL). Projects subject to SDBL are eligible for unlimited waivers from development standards that would physically preclude the project at the proposed density. Additionally, SDBL projects are entitled to a certain number of incentives (which result in identifiable and actual cost reductions for the provision of affordable housing) based on the proportion of affordable units in the project. Incentives (sometimes referred as concessions) are similar to waivers in that they may be used to relax development standards to accommodate the project; however, incentives are specifically intended to reduce costs of the project. Based on the proportion of one BMR unit and 14 market rate units, the proposed project is entitled to one incentive. The proposed project complies with many of the development standards of the Specific Plan, and the DA sub-district's specific development standards. However, the applicant is requesting one incentive and 12 waivers from applicable development standards in order to accommodate the proposed project. The requested incentive and waivers are discussed in more detail later in the report. The Project is not requesting additional density beyond what would normally be allowed.

Additionally, the project includes a tentative subdivision map to subdivide the project site into 15 residential condominium units and one commercial unit for the existing non-residential building in order for the units to be sold individually. The project plans and applicant's project description letter, which provides a justification for the incentives and waivers, are included as Attachment A, Exhibits A, and B, respectively.

Site layout

The proposed project would consist of the renovated commercial building and the new residential building. Using the Oak Grove Avenue frontage as the front property line, and the property line bordering the neighboring 1225 Crane St. property as the rear property line, a new driveway in roughly the same location as the existing driveway is proposed to front onto Crane Street, between the rear of the commercial building and the rear property line. The driveway would curve on the site to provide access between Crane Street and the parking garage on the ground floor of the residential building. The site would contain a few benches along the Crane Street-facing façade of the commercial building. Table 2 below summarizes the required setbacks in the DA sub-district and the proposed setbacks for the two buildings, with the building type noted in parentheses.

Table 2: Required and proposed setbacks			
Property line	Setback	Required (feet)	Proposed (feet)
Fronting onto Oak Grove Ave. (South)	Front (public right-of-way)	5 min. – 20 max.	30.9 (Commercial) N/A (Residential) ¹
Bordering 1225-1245 Crane St. (North)	Rear	10 min. (no max.)	80.1 (Commercial) 5.3 (Residential) ²
Fronting onto Crane St. (East)	Corner side (public right-of-way)	5 min. – 20 max.	9.6 (Commercial) 59.3 (Residential) ³
Bordering 1220-1244 University Dr. (West)	Interior Side	5 min. – 25 max.	N/A (Commercial) ⁴ 5.0 (Residential)
Bordering both 846 and 850 Oak Grove Ave. (North)	Interior Side	5 min. – 25 max.	N/A (Commercial) ¹ 5.0 (Residential)
Bordering only 850 Oak Grove Ave. (West)	Interior Side	5 min. – 25 max.	9.8 (Commercial) N/A (Residential) ¹
Notes: 1. Due to the unique L-shaped configuration, the residential building is positioned behind the commercial building and this residential building setback would not apply. 2. The residential building rear setback is not consistent with the requirement. However, if a waiver is granted for this development standard under the SDBL, the standard would not be applicable to the proposed project. 3. The residential building front setback is not consistent with the requirement. However, if a waiver is granted for this development standard under the SDBL, the standard would not be applicable to the proposed project. 4. Due to the unique L-shaped configuration, the commercial building is positioned in front of the residential building and this commercial building setback would not apply.			

The commercial building would maintain existing setbacks, including a nonconforming front setback that exceeds the 20-foot maximum, but the proposed residential building would not comply with the required setback from the public right-of-way (fronting Crane St.) or the rear setback. However, the applicant has requested waivers from these two setback requirements. If these waivers are granted for this development standard under the SDBL, the standards would not be applicable to the proposed project.

A driveway 26 feet in width at the curb cut would provide vehicular access to the site from Crane Street. Parking for the whole site would be included on the ground floor of the residential building. More details regarding parking for the site are provided later in this staff report.

Development standards

For the DA sub-district, Table E15 within the Specific Plan provides a breakdown of all major zoning standards within the sub-district and Section E.3 of the Specific Plan contains development standards that apply for the entire Specific Plan area. The Project complies with the applicable standards regarding open space and sustainable practices (requiring LEED Silver certification). The Project requests waivers and incentives to allow for noncompliance with standards related to FAR, height, setbacks, massing and modulation, and ground floor details as detailed below.

The DA sub-district has a minimum density of 20 du/ac and maximum density of 40 du/ac. With a lot area of 0.75 acres, the maximum number of units allowed on the lot is 30 units. The proposed 15-unit project would be developed at 20 dwelling units per acre, within the permissible density range. Table 3 below details the size, type, bedroom count, and private open space of each unit.

Table 3: Unit details for residential building				
Unit number	Floor	Bedroom count	Unit size (sf, excluding garage)	Private open space (sf, balcony)
101	2	1	1,522	200
102	2	2	2,002	200
103	2	2	2,563	200
104	2	2	2,030	200
201	3	1	1,537	200
202*	3	2	2,002	200
203	3	2	2,563	200
204	3	2	2,030	200
301	4	1	1,537	200
302	4	2	2,002	200
303	4	2	2,563	200
304	4	2	2,030	200
401	5	3	3,657	805
402	5	3	3,557	780
501	6	3	4,546	3,610

*Designated as the BMR unit

The maximum allowed floor area ratio (FAR) in the DA sub-district varies based on the use type and amount of residential development for the site. In the case of the proposed project, because more than 50% of the overall project FAR would be residential, and because a waiver is proposed to allow the maximum residential unit size to exceed 2,000 square feet, the step-up FAR of 155% can be applied for the proposed development, which equates to a maximum of 50,802.8 square feet. For FAR, the applicant is also requesting an incentive, analyzed further below, to increase the non-medical office FAR and a waiver to increase the site-wide FAR to 61,562.3 square feet (188%).

The maximum height for residential buildings in the DA sub-district is 40 feet and the maximum height for non-residential buildings is 38 feet, both measured from average natural grade. Both buildings exceed 40 feet, with portions of the commercial building exceeding the maximum height and the entirety of the residential building exceeding the maximum height. Similarly, the residential building would exceed the maximum façade height of 30 feet, which is the height of the primary façade, and encroach into the required building profile. The Project requests a waiver of the height standards pursuant to the SDBL, as discussed below.

The commercial building would not exceed the maximum façade height or allowed vertical projections but would require a waiver to exceed the maximum building height. The commercial building would meet the storefront minimum height of 15 feet (floor to floor).

For massing and modulation, the residential building provides the necessary modulation with the angled front massing facing Crane Street, and the commercial building would maintain its nonconforming massing. All ground floor requirements pertaining to 50% clear glass transparency for the commercial building and public-facing entries for both buildings would also be met.

Waivers

Since the project is proposing one on-site VLI BMR unit, the project is allowed waivers and incentives under the SDBL. There is no limit to the number of waivers an applicant is allowed to request. The applicant has requested waivers from 12 applicable development standards. The applicant has provided a letter of justification for the following requested waivers, which is included in the project description letter as Attachment A, Exhibit B.

1. Exceed the overall FAR for the site;
2. Exceed the maximum residential unit size of 2,000 square feet;
3. Reduce the minimum required rear setback for the residential building;
4. Exceed the maximum required public right-of-way setback for the residential building;
5. Allow the residential building to extend its horizontal building and architectural projections into the required 45-degree building profile;
6. Allow the residential building to extend its vertical building projections into the required 45-degree building profile;
7. Allow the residential building to extend its rooftop elements into the required 45-degree building profile;
8. Allow the residential building and commercial building to exceed the maximum building height;
9. Allow the residential building to exceed the maximum façade height;
10. Allow the residential building to extend its vertical building projections more than four feet above the

- maximum building height;
11. Reduce the minimum required new window recesses for the commercial building; and
 12. Allow the project not to satisfy all vehicle turning radii requirements.

Increase in FAR

In the DA sub-district, the maximum allowed step-up base FAR is 155%. In this case, the allowed overall FAR equates to 50,802.8 square feet of gross floor area (GFA). The applicant is proposing a total of 61,562.3 square feet, which would be an FAR of approximately 188% across the commercial and residential buildings. The applicant states that the additional FAR is required to accommodate the development program and overall density of units, and that not granting the waiver would result in the loss of units and preclude the overall construction as proposed.

Increase in residential unit size

In the DA sub-district, the maximum residential unit size allowed for the site to be eligible for a step-up FAR of 155% is 2,000 square feet. In this case, as shown in Table 3 above, 12 of the proposed 15 units exceed the 2,000-square-foot threshold. The applicant states that the additional square footage is needed to accommodate the mix of unit types with livable spaces for large-family units, and similarly, not granting this waiver would preclude the overall construction as proposed.

Setbacks

Two setback waivers are being requested for the proposed project, and both are concerning the residential building. The required rear and public right-of-way setback setbacks in the DA zoning sub-district are 10 feet and between 5-20 feet, respectively. The applicant requests a waiver to reduce the rear setback to five feet and increase the public right-of-way setback from Crane Street beyond the maximum allowable, to approximately 59.3 feet. The applicant states that the proposed location of the building along the narrower portion of the lot requires a reduced rear setback to accommodate the volume (square footage and height) needed to create a variety of unit types, including large-family units. Otherwise, compressing the building footprint to meet the setback could result in an increase in the proposed building height. The setback modifications are also important in limiting impacts to the building profile requirements, and similarly, not granting these waivers would preclude the overall construction as proposed.

Building Profile

The DA sub-district requires buildings to comply with a building profile that limits a building's façade height adjacent to property lines. The building profile requirement in the DA sub-district begins at the minimum setback line, goes up to the 40-foot maximum height limit for residential buildings (or 38 feet for non-residential buildings), and in at a 45-degree angle. Due to its location on the lot, the commercial building would meet the required building profile. The residential building, however, would already considerably exceed the 40-foot height limit, and thus a large portion of the building would encroach into the building profile. Further, this request encompasses three waivers, as three categories of building profile encroachments are requested: horizontal building and architectural projections, vertical projections, and rooftop elements. All of these details of the residential building would encroach the building profile, and the applicant states that this is necessary to create needed square footage and units within the residential building, particularly on the upper floors.

Increase in height

The maximum allowed height for projects in the DA sub-district is 38 feet for non-residential buildings and 40 feet for residential buildings. The commercial building is proposed to be approximately 47.4 feet tall, and the residential building would be 79.9 feet tall (inclusive of the stair and elevator overruns). Per the definition in the Menlo Park Municipal Code (MPMC), building height is measured from average natural grade. The applicant states that in order to comply with the maximum height, the project would be required to be redesigned to include shorter building heights, which would preclude the project from being constructed as currently designed.

Increase in façade height

Similarly, the DA sub-district contains a maximum façade height, which coincides with the building height, but is slightly shorter, at 30 feet. The façade height is defined in the Specific Plan as the height of the façade plane. Although the taller rooftop features on the commercial building are above the second floor, the actual areas that exceed the façade height are central to the building and considerably stepped back from the façade plane. For the residential building, however, the façade and overall building height are generally the same, at 79.9 feet above average natural grade. As such, the applicant is requesting a waiver for the façade height. The applicant states that the proposed project would be required to be redesigned to include shorter building heights if a waiver is not granted, which would preclude the project from being constructed as currently designed.

Increase in height of vertical building projections

Lastly for height exceedance, the applicant is requesting a waiver to allow for vertical building projections to exceed the maximum residential height of 40 feet by more than four feet. Effectively, the current allowance would mean that any vertical building projections on the residential building could not exceed 42 feet in height, while the building and its vertical projections measure to nearly 80 feet in height. The applicant states that the proposed project would be required to be redesigned to include shorter building heights if a waiver is not granted, which would preclude the project from being constructed as currently designed.

Reducing minimum window recesses

The Specific Plan requires all new windows to be recessed from the primary façade (i.e., further inside the primary façade) by at least six inches, which the applicant has stated is not feasible for the commercial building. The applicant is requesting this waiver in order to achieve the desired improvements proposed for the commercial building.

Modifications to turning radii requirements

The City's Parking Stalls and Driveway Design Standards provide requirements for the parking and driveway access that is necessary for safe vehicular access and parking on site. Specific turning radii details for the garage tandem parking and the curved driveway between Crane Street and the ground floor parking garage cannot be satisfied, and the applicant is seeking to waive this requirement. The applicant states that the project cannot meet the turning radii requirements due to the angles created inside the garage, with respect to necessary internal columns, and along the curved driveway, where the curve is needed to navigate around the residential building massing. The applicant states that changes to meet

these two requirements would require a major redesign of the site and residential building, as well as the structural details for the residential building, and would prevent the residential density that is proposed.

Staff has evaluated the requested waivers and has determined that the waivers are necessary to allow the proposed project as designed and at the proposed density.

Incentives

In addition to the requested waivers, the project is entitled to one incentive or concession, which results in cost reductions and is not limited to the physical feasibility of the project. The applicant has requested one incentive, discussed in more detail below. The applicant has provided a letter of justification for the requested waivers and incentive, which is included as Attachment A, Exhibit B.

Exceed the maximum non-medical office FAR

The DA zoning sub-district, like the rest of the Specific Plan area, includes a limited FAR for office uses, broken into two categories: medical office and non-medical office. In the case of the proposed project, the renovations to the commercial building would convert the use from a bank to non-medical office. The maximum FAR for the non-medical office for the site, based on the Specific Plan, allows for up to half of the base FAR to be used for non-medical office use, which is 50% of a base FAR of 0.85, or 0.425. For the project site, an FAR of 42.5% is equal to 13,930 square feet. The existing office space already exceeds the maximum non-office FAR, with 14,902.6 square feet (or 45.5%). With the proposed project, the FAR for non-medical office uses would be further exceeded, increasing from 14,902.6 square feet to 15,307.3 square feet (or 46.7%). An incentive is required for this type of exceedance in square footage. The applicant states that the ability to generate additional revenue, via the renovated office space, is critical in order to subsidize the affordable housing component. Adding the square footage necessary to create roof deck access would yield more lucrative rental income for the site, thus enabling overall financial viability for the affordable unit proposed on site.

Staff has determined that the requested incentives would result in identifiable and actual cost savings to provide for the affordable housing component.

Design and materials

The applicant has indicated the project would be constructed in a modern style. The renovated commercial building and proposed residential building would be similar in design, with similar horizontal massing featuring relatively angular forms and flat roofs, and a significant street-facing façade modulation for the residential building to provide visual interest. For both the commercial and residential buildings, the siding would feature a mix of smooth stucco and limestone, and the residential building would feature a wood-modeling aluminum accent. The commercial building would feature metal paneling at entry points, and an aluminum pergola over part of the roof deck. The windows for both buildings would feature metal panels and mullions. The two buildings would be similar in form and material, and the color schemes for each building would be relatively similar as well, with different patterns of earthen tones, including a mixture of off-white (“Sugar Swizzle”), beige (“Texas White” and “Stone Age”), and gray (“Silver Lined” And “Black Tie”), and brown (“Tuscany Brown” and “Gladewater”), which would add variation to the project.

The Specific Plan includes design standards applicable to new construction of residential uses. The

project would comply with the majority of the design standards, with the exception of the requested SDBL incentive and waivers. For more information on the design standards, the Specific Plan includes a detailed set of design standards and guidelines. Compliance with the standards and guidelines is evaluated in the Standards and Guidelines Project Compliance Worksheet (Attachment A, Exhibit E).

Parking, circulation, and transportation demand management

Site access

Vehicular access for private vehicles, garbage collection, and emergency vehicles would be provided from Crane Street via a driveway 26 feet in width. There would be no vehicular access from Oak Grove Avenue. Pedestrian access would be provided primarily from both streets, but the longer street frontage along Crane Street provides an access point navigating between the rear of the commercial building and the front of the residential building. The project would include a paved walkway along the perimeter of the residential building as well as along the Crane Street and Oak Grove Avenue frontages of the commercial building.

Parking

The project would include 37 parking spaces that comply with the minimum parking space dimensions or have waivers to accommodate the turning radii needed for access. Assembly Bill (AB) 2097 prohibits public agencies from imposing any minimum parking requirement on any residential, commercial, or other development project located within a half mile of a major transit stop. In this case, the City has determined AB 2097 applies because the development is within a half mile of the Menlo Park Caltrain Station. Therefore, no minimum parking requirements may be imposed.

All parking would be located in a parking garage on the ground floor of the residential building, provided in either a side-by-side or tandem configuration depending on the side of the parking garage. As noted earlier, the new driveway from Crane Street would serve as the access point for the parking spaces, and the applicant states that a valet system would be in place during the business hours of the commercial building (specifically 8:00 a.m. to 5:00 p.m.). To satisfy the Specific Plan requirements for bicycle parking, the proposed project would include 16 long-term bicycle parking spaces in the rear of the parking garage and six short-term bicycle parking spaces near the Crane Street driveway entrance. The Transportation Division has reviewed the proposal and determined the backup distance provided for the accessible parking space is acceptable. The Building Division has conducted a preliminary review of the proposal for the accessible path of travel from the accessible space to the entry and determined the proposal is acceptable.

Transportation demand management

Since the project would result in more than 100 daily trips and is categorized as a small multifamily development, the City and County Association of Governments of San Mateo County (C/CAG) requires the applicant to implement a TDM plan to reduce the number of trips by 25%. The applicant has submitted a TDM plan (Attachment A, Exhibit F) that details the applicant's strategy to comply with the TDM requirements. The applicant would implement measures such as enrolling in Commute.org, having a designated TDM coordinator, and providing a bicycle repair station on site. When implemented, the TDM plan would achieve a trip reduction of 29%, which complies with the C/CAG requirements for the size and type of project. The Project would be subject to annual monitoring to demonstrate that the project has

implemented the appropriate TDM measures and that the measures are working to adequately reduce daily trips. The TDM plan notes that the applicant would conduct a commuter survey annually as well as conduct driveway counts to determine the efficacy of the TDM plan. The results of the surveys would be submitted in a report to Commute.org starting the first calendar year after the project has been 50% occupied.

Transportation impact analysis

While no longer a CEQA threshold of significance, the City's transportation impact analysis (TIA) Guidelines require that the TIA analyze LOS for local planning purposes. However, this project does not require a TIA due to the limited amount of trips generated based on the use changes proposed for the site. Specifically, per the trip generation memo prepared for the proposed project (Attachment A, Exhibit G), the proposed project would create 486 fewer daily vehicle trips, which exempts the project from LOS analysis, and no assessment for vehicle miles travelled (VMT) would be required because the project is consistent with the Specific Plan, as modified by the SDBL incentive and waivers.

Open space, trees and landscaping

Open space

Residential developments in the DA zoning sub-district are required to include a minimum of 100 square feet as open space per residential unit, with dimensions of at least six feet by six feet. Open space may be provided in private open spaces, such as patios and balconies, or in common open spaces, such as common amenity areas.

The proposed project includes a private open space area for each unit in the form of a private balcony space. Per Table 3 above, all units would have a minimum private open space size of 200 square feet, and as a result, all private open space areas would meet the 100-square-foot minimum and contain the necessary six-foot minimum dimensions.

The project meets the minimum open space requirements, including approximately 7,550 square feet of private open space, in addition to a number of open space areas between the buildings and some publicly accessible benches and landscaping along the Crane Street frontage for the commercial building, adjacent to the sidewalk.

Trees and landscaping

The applicant has submitted an arborist report (Attachment A, Exhibit H) detailing the species, size, and conditions of trees on or near the site. The report determines the present condition, discusses the impacts of the proposed improvements, and provides recommendations for tree preservation. All recommendations identified in the arborist report were reviewed by the City Arborist and would be ensured through condition 1.hh (Attachment A, Exhibit L). The applicant is proposing to remove three heritage coast live oak trees to accommodate the proposed residential building and associated site improvements. The applicant would also remove 22 non-heritage trees of various species.

The City Arborist has conditionally approved the Heritage Tree Removal (HTR) permit pursuant to Criteria 5 of the decision-making criteria for tree removals (MPMC Section 13.24.050) because the trees interfere with the proposed development. Table 4 below provides a summary of the trees on site. More information

is available on Sheet L1.00 of the plan set.

Table 4: Trees				
Tree number	Species	Size (DBH, in inches)	Disposition	Notes
1	Crape myrtle	10	Remove	Non-heritage
2	Crape myrtle	13	Retain	Non-heritage
3	Crape myrtle	16	Retain	Heritage
4	Crape myrtle	15.5	Retain	Heritage
5	Coast redwood	46	Retain	Heritage
6	Coast redwood	35	Retain	Heritage
7	Coast redwood	32	Retain	Heritage
8	Coast redwood	42	Retain	Heritage
9	Crape myrtle	6.5	Remove	Non-heritage
10	Crape myrtle	7	Remove	Non-heritage
11	Crape myrtle	6.5	Remove	Non-heritage
12	Coast live oak	21	Remove	Heritage
13	Coast live oak	14	Remove	Heritage
14	Coast live oak	23	Remove	Heritage
15	Photinia	8	Remove	Non-heritage
16	Photinia	6.5	Remove	Non-heritage
17	Photinia	7	Remove	Non-heritage
18	Australian willow	8	Remove	Non-heritage
19	Australian willow	9	Remove	Non-heritage
20	Crape myrtle	9	Remove	Non-heritage
21	Crape myrtle	8	Remove	Non-heritage
22	Crape myrtle	9	Remove	Non-heritage
23	Crape myrtle	8	Remove	Non-heritage

24	Crape myrtle	8	Remove	Non-heritage
25	Crape myrtle	8	Remove	Non-heritage
26	Crape myrtle	8	Remove	Non-heritage
27	Crape myrtle	7	Remove	Non-heritage
28	Coast redwood	58	Retain	Heritage
29	Chinese pistache	11	Retain	Non-heritage street tree
30	Chinese pistache	9	Retain	Non-heritage street tree
31	Crape myrtle	9	Retain	Non-heritage street tree
32	Chinese pistache	5	Retain	Non-heritage street tree
33	Carob	10	Retain	Non-heritage street tree

As a condition of the HTR permit approval, the applicant is required to replace the value of the trees. The applicant proposes to plant six replacement trees, which include three Columbia London plane trees, one strawberry tree, one Chinese flame tree, and one coast live oak, each with box sizes of 48 inches. The value of the proposed replacement trees would not fully satisfy the cost of the trees to be removed. Therefore, the applicant proposes to pay the remaining value of \$39,340 as an in-lieu fee to fully mitigate the removal of the heritage trees.

The tree plantings would generally line the front and rear of the commercial building. Three Columbia London plane trees would be planted as street trees along Oak Grove Avenue, in the public right-of-way in front of the commercial building, and the one strawberry tree would be positioned on the project site near the corner where the sidewalks along Oak Grove Avenue and Crane Street intersect. The one Coast live oak tree and one Chinese flame tree would both be located behind the rear of the commercial building. Shrubs and lower plantings would line the perimeter of the commercial building, as well as parts alongside the driveway and near the front entrance for the residential building.

Green and sustainable buildings

In the Specific Plan area, all projects are required to meet a series green and sustainable building regulations. Accordingly, the proposed building would:

- Meet LEED silver certification standards;
- Comply with the electric vehicle (EV) charger requirements; and
- Plan for waste management during the demolition, construction, and occupancy phases of the project (including the preparation of the required documentation of zero waste plans).

The project would meet the minimum standards to be eligible for LEED silver certification and would be required to attain certification prior to project final inspection, with a final inspection timeline for certification agreed upon by staff and the applicant.

Below market rate housing agreement

The applicant is required to comply with Chapter 16.96 of City's Municipal Code ("BMR Ordinance"), and with the BMR Housing Program Guidelines adopted by the City Council to implement the BMR Ordinance ("BMR Guidelines") as the project would include five or more residential units.

According to the City's BMR Guidelines, for residential developments with 10 to 19 units, a minimum of 10% of the units are to be provided at below market rates. The BMR Ordinance requires the applicant to submit a BMR housing proposal for review by the Housing Commission.

The provisions of the BMR Guidelines apply to the base density, exclusive of any density bonus units, when calculating the required BMR units. As noted above, the project does not propose any density bonus units. Therefore, the BMR Guidelines require that the Project provide 10% of the 15 total units (i.e., 1.5 units) as BMR units, or pay an in-lieu fee, or a mix of both.

The applicant is proposing the following three components to satisfy their BMR requirement:

1. One on-site BMR for-sale unit as part of the residential building;
2. Payment of a residential BMR in-lieu fee for the remaining 0.5-residential unit requirement for the project; and
3. Payment of a commercial linkage BMR in-lieu fee for the proposed change of land use from bank (Group B) to non-medical office (Group A) for an existing commercial building as part of the project.

The draft BMR housing agreement was reviewed by the Housing Commission at their meeting on Sept. 2, 2026. As noted earlier, the Commission voted 6-0 to recommend approval, with Commissioner Kranen absent.

The applicant's BMR proposal and corresponding draft BMR housing agreement are included as Attachment A, Exhibits C and D, respectively.

Vesting tentative map

The applicant is requesting approval of a vesting tentative map for a major subdivision to subdivide the proposed building into 15 residential condominium units and one commercial unit. The proposed condominium subdivision would allow the individual residential units to be bought or sold independently.

Government Code Section 66474 outlines seven factors that the Planning Commission must consider in reviewing the request for subdivisions:

The first and second factors to consider are whether the proposed map and the design or improvement of the proposed subdivision are consistent with applicable general and specific plans. The General Plan land use designation for the project site is El Camino Real/Downtown Specific Plan, which is consistent with the Specific Plan generally and allow for the mixed use configuration that is being proposed. The proposed subdivision would not conflict with General Plan goals and policies and would comply with the Zoning Ordinance and Subdivision Ordinance.

The third and fourth factors to consider are whether the site of the subdivision is physically suitable for the proposed type or density of the development. The proposed subdivision would meet all applicable regulations of the Subdivision Ordinance as well as all development regulations pertaining to the SP/ECR-D zoning district within the Zoning Ordinance, with the exception of the requested SDBL incentive and waivers. The lot contains an existing bank building that would be converted to a non-medical office building. The proposed subdivision would result in 15 residential units and one commercial unit, with associated site improvements, landscaping, underground utilities, and a new access driveway.

The fifth and sixth factors are concerned with whether the design of the subdivision or proposed improvements is likely to cause substantial environmental damage or serious public health problems. The proposed subdivision is located within a fully developed neighborhood within the downtown, and all necessary utilities are readily available. In addition, the development of the properties would need to adhere to specific conditions of the Engineering Division, all applicable building codes, and requirements of other agencies such as the Sanitary District, Menlo Park Fire Protection District, and other utility companies. Adherence to the recommended conditions of approval and all applicable codes would eliminate substantial or serious environmental or public health impacts.

The seventh factor to consider is whether the proposed subdivision would conflict with any public access easements. No public access easements currently exist on the site, so there is no conflict.

Staff has reviewed the tentative map and has found the map to be in compliance with State and City regulations subject to the conditions outlined in Attachment B, Exhibit E. All standard and project-specific conditions of approval would need to be complied with prior to recordation of the final map. The applicant would need to apply for the final map within two years of the City Council approval date of the tentative map. In order to deny the proposed subdivision, the City Council would need to make specific findings that would identify conditions or requirements of the State law or the City's ordinance that have not been satisfied.

Correspondence

Staff has received two comments from members of the public on the project (Attachment E), generally expressing concerns with the project's incentive and waiver requests, as well as the amount of BMR housing provided justifying the SDBL requests and potential traffic and parking impacts. As noted previously, the project is entitled to one incentive and unlimited waivers. In addition, the proposed project is subject to AB 2097 provisions, which prevent any minimum parking standard from being required.

Conclusion

Staff's analysis indicates the project is consistent with the applicable development standards (including those contained in the General Plan, El Camino Real/Downtown Specific Plan, and zoning code), as modified by the SDBL incentive and waivers. The Project is entitled to the one incentive and twelve waivers that it has requested pursuant to the SDBL. Planting of replacement heritage trees and payment of additional in-lieu fees would ensure the replacement requirements of the heritage tree ordinance are satisfied. The BMR housing agreement would ensure that one of the units is available to a VLI household and provide the applicant flexibility to ensure the project can be financed and constructed as proposed. The project would further the goals and policies of the General Plan and Housing Element by redeveloping

an underutilized surface parking lot with 15 residential units, including one deed-restricted affordable unit for a VLI household, helping the City reach its RHNA obligations. Therefore, staff recommends that the Planning Commission adopt a resolution approving the architectural control permit and BMR housing agreement. Further, staff recommends the Planning Commission adopt a resolution recommending that the City Council approve the tentative subdivision map.

Impact on City Resources

The project applicant is required to pay Planning, Building and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project.

Environmental Review

Pursuant to AB 130, the project is exempt from California Environmental Quality Act (CEQA) review. Tribal consultation was completed for the proposed project, in accordance with AB 130 requirements. On Jan. 13, 2026, the City sent notification letters to all Native American Tribes affiliated with the project site notifying them of the proposed project and giving an opportunity for consultation. The City received a request to consult from the Tamien Nation on Jan. 22, 2026. Through this process, the Tamien Nation requested the following components be incorporated into Project mitigation measures:

- Tribal Cultural Awareness Training (TCAT) prior to work on site, and
- An on-site tribal monitor present during excavation work.

Staff worked with Tamien Nation with an agreement that the project would satisfy the Housing Element SEIR mitigation measures for archeological and tribal cultural resources as conditions of approval, including tribal cultural awareness training and on-site monitoring by a tribal monitor if warranted by conditions on site and/or construction activities and/or discoveries during the development process, and concluded the tribal consultation process on June 3, 2026.

The project would be required to comply with applicable mitigation measures from the ConnectMenlo program-level Environmental Impact Report (EIR) Mitigation Monitoring and Reporting Program (MMRP) (Attachment A, Exhibit J) and with the applicable mitigation measures of the 2023-2031 Housing Element Update Subsequent EIR MMRP (Attachment A, Exhibit K). Implementation of applicable mitigation measures is included as Condition 2.a (Attachment A, Exhibit L).

Specific Plan Maximum Allowable Development

Per Section G.3, the Specific Plan establishes the maximum allowable net new non-residential uses, including retail, office and hotel at 474,000 square feet. A residential unit cap for the Specific Plan area was removed with the Housing Element update in 2023.

This total is intended to reflect likely development throughout the Specific Plan area. As noted in the Plan, development in excess of this threshold would require amending the Specific Plan and conducting additional environmental review.

If the project is approved and implemented, the Specific Plan Maximum Allowable Development would be revised to account for the net changes as follows:

Table 5: Specific Plan totals	
	Commercial Square Footage
Existing	14,903
Proposed	15,307
Net Change	405
Project % of Maximum Allowable Development	0.085
Available Commercial SF in SP if Project is Approved	64,200
Available Commercial SF in SP if all Pending Projects are Approved	68,150

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 notice was also published in the local newspaper and sent by mail of owners and occupants of properties within a 300-foot radius of the project site. In addition, information about the meeting was included on the City's Weekly Digest email and City's project webpage.

Attachments

- A. Draft Planning Commission Resolution approving the architectural control permit and approving the below market rate housing agreement, and determining that the project is exempt from CEQA pursuant to AB 130

Exhibits to Attachment A

- A. Hyperlink – Project Plans: <https://www.menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/under-review/800-oak-grove/800-oak-grove-plans-9-9-2026.pdf>
- B. Hyperlink – Project description letter: <https://www.menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/under-review/800-oak-grove/800-oak-grove-oak-description-letter-9-4-2026.pdf>
- C. Below Market Rate (BMR) housing proposal
- D. Draft Below Market Rate (BMR) housing agreement
- E. Specific Plan Standards and Guidelines Compliance Worksheet
- F. Transportation demand management plan
- G. Trip generation memo
- H. Arborist report
- I. Hyperlink – Phase I Environmental Site Assessment: https://www.menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/under-review/800-oak-grove/800-oak-grove_phase-i-esa.pdf
- J. Hyperlink – ConnectMenlo Mitigation Monitoring and Reporting Program:

<https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/6356-connect-menlo-ceqa.pdf>

- K. Hyperlink – 2023-2031 Cycle Housing Element Update Subsequent EIR Mitigation Monitoring and Reporting Program: <https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/housing-element-update/202301-he-mitigationmonitoring-and-reporting-program.pdf>
- L. Conditions of approval
- B. Draft Planning Commission Resolution recommending to the City Council approval of the tentative subdivision map
Exhibits to Attachment B
 - A. Hyperlink – Vesting Tentative Map (included in project plans):
<https://www.menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/under-review/800-oak-grove/800-oak-grove-plans-9-9-2026.pdf#page=110>
 - B. Hyperlink – Project Description Letter
<https://www.menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/under-review/800-oak-grove/800-oak-grove-oak-description-letter-9-4-2026.pdf>
 - C. Hyperlink – ConnectMenlo Mitigation Monitoring and Reporting Program:
<https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/6356-connect-menlo-ceqa.pdf>
 - D. Hyperlink – 2023-2031 Cycle Housing Element Update Subsequent EIR Mitigation Monitoring and Reporting Program: <https://menlopark.gov/files/sharedassets/public/v/1/community-development/documents/projects/housing-element-update/202301-he-mitigationmonitoring-and-reporting-program.pdf>
 - E. Recommended Conditions of Approval
- C. Location map
- D. Correspondence

Report prepared by:
Matt Pruter, Associate Planner

Report reviewed by:
Tom Smith, Principal Planner

PLANNING COMMISSION RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK APPROVING AN ARCHITECTURAL CONTROL PERMIT TO CONSTRUCT A NEW MULTIFAMILY RESIDENTIAL BUILDING WITH 15 UNITS, AND CONVERT AND EXPAND AN EXISTING TWO-STORY BANK BUILDING INTO A TWO-STORY NON-MEDICAL OFFICE BUILDING WITH A ROOF DECK IN THE SP-ECR/D (EL CAMINO REAL/DOWNTOWN SPECIFIC PLAN) ZONING DISTRICT, AT 800 OAK GROVE AVENUE; AND APPROVING A BELOW MARKET RATE HOUSING AGREEMENT FOR SUCH PROJECT; AND DETERMINING THAT APPROVAL OF SUCH PROJECT IS EXEMPT FROM CEQA PURSUANT TO ASSEMBLY BILL (AB) 130

WHEREAS, on December 23, 2025, 800 Oak Grove Owner, LLC (“Owner”) and Rob Zirkle (“Applicant”) submitted to the City of Menlo Park (“City”) both a preliminary application and a development application (“Application”) for a housing development project (“Project”) located at 800 Oak Grove Avenue (APN 071-091-520) (“Project Site”); and

WHEREAS, the Application requests an architectural control permit, below market rate (BMR) housing agreement, and heritage tree removal permits to demolish an existing surface-level parking lot and construct a new six-story, approximately 72-foot-tall multifamily residential building with 15 units, and convert and expand an existing two-story bank building into a two-story non-medical office building with a roof deck, along with a major subdivision to create 15 residential units and one commercial unit; and

WHEREAS, the Application includes requests for concessions and waivers under the State Density Bonus Law (Gov. Code 65915) (“SDBL”); and

WHEREAS, on January 22, 2026, after reviewing the submitted application, the City deemed the application incomplete; and

WHEREAS, on March 6, 2026, Applicant resubmitted a revised application to the City; and

WHEREAS, on April 4, 2026, after reviewing the resubmitted application, the City deemed the application incomplete; and

WHEREAS, on May 4, 2026, Applicant resubmitted a revised application to the City; and

WHEREAS, on June 3, 2026, after reviewing the resubmitted application, the City deemed the application complete; and

WHEREAS, on July 2, 2026, after thoroughly comparing the features of the proposed Project with the applicable objective standards, the City issued Applicant a determination that the Project was inconsistent with various sections of the Menlo Park Municipal Code (“MPMC”), the El Camino Real/Downtown Specific Plan, and the City’s General Plan; and

WHEREAS, on July 28, July 31, August 17, August 20, and August 21, 2026, the Applicant submitted revised site plans and revised requests for concessions and waivers under the SDBL; and

WHEREAS, on August 13, 2026, the City Arborist conditionally approved the heritage tree removal permit to remove three heritage trees from the Project Site; and

WHEREAS, on August 27, 2026, after thoroughly reviewing the revised Application and working with Applicant to remedy any outstanding inconsistencies between the Project and applicable objective development standards, the City issued Applicant a determination that the Project would be consistent with all applicable objective standards if the Planning Commission were to approve the requested SDBL concessions and waivers; and

WHEREAS, on September 1, September 3, September 4, and September 9, 2026, Applicant submitted revised site plans and revised requests for concessions and waivers under the SDBL; and

WHEREAS, on September 2, 2026, the Menlo Park Housing Commission held a duly noticed public hearing on the Below Market Rate (“BMR”) Agreement for the Project, accepting all oral and written public testimony and the written report of the Community Development Department staff; and

WHEREAS, at the conclusion of the September 2, 2026 Housing Commission hearing, the Housing Commission voted 6-0 to recommend approval of the BMR Agreement; and

WHEREAS, on September 14, 2026, the Menlo Park Planning Commission held a duly noticed public hearing on the Project, accepting all oral and written public testimony and the written report of the Community Development Department staff; and

WHEREAS, the Project is exempt from CEQA pursuant to Public Resources Code Section 21080.66(a) and the City carried out all the procedures required by Public Resources Code Section 21080.66(b);

NOW, THEREFORE, THE MENLO PARK PLANNING COMMISSION HEREBY MAKES THE FOLLOWING FINDINGS AND RESOLVES AS FOLLOWS:

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

Section 2. Architectural Control Permit Findings. The approval of the Project is granted based on the following findings which are made pursuant to Menlo Park Municipal Code Section 16.68.020:

1. The general appearance of the structure is in keeping with the character of the neighborhood. The Project is designed in a modern architectural style consistent with modern residential development designs, and in the general character of other residential developments around the project site.

2. The development will not be detrimental to the harmonious and orderly growth of the City. The Project is consistent with the standards for the SP-ECR/D zoning district, as modified by the State Density Bonus Law. The project would create new housing opportunities for families by providing larger units, including one unit to be provided for very-low-income households. The Project is consistent with the General Plan's goals related to harmonious and orderly growth and would further the City's progress towards meeting its Regional Housing Needs Allocation ("RHNA") obligations, as detailed in the General Plan's Housing Element.
3. The development will not impair the desirability of investment or occupation in the neighborhood. The Project would create new housing opportunities, particularly for families. The proposed materials and colors used will be compatible with other developments in the surrounding area. The Project would include landscaping and tree plantings to help screen the project from surrounding developments. The Project would comply with the replacement requirements of the Heritage Tree Removal permit that was conditionally approved by the City Arborist.
4. The development provides adequate parking as required in all applicable City Ordinances and has made adequate provisions for access to such parking. The Project would not be subject to minimum parking standards due to Assembly Bill (AB) 2097 applicability.
5. The development is consistent with the applicable specific plan.

The Project Site is located in the El Camino Real/Downtown Specific Plan (SP-ECR/D) zoning district, which allows commercial and residential development. Within the Specific Plan area, the Project Site contains the land use designation of Downtown Adjacent Office/Residential (DAOR) and zoning sub-district of Downtown Adjacent (DA). The maximum allowed base density in the DA zoning sub-district is 40 dwelling units per acre and the maximum number of units allowed by the zoning ordinance on the Project site is 30 units. The Project proposes 15 units on a 0.75-acre site, for a total density of 20 dwelling units per acre, within the permissible density range for the Project Site.

The State Density Bonus Law (Government Code Section 65915) allows housing development project applicants to request incentives and waivers to allow for noncompliance with local development standards in exchange for providing a specified percentage of units that are deed-restricted as affordable to lower income households. The Project provides one of the fifteen total units as affordable to very low-income households and thereby qualifies for one incentive and unlimited waivers. Applicant submitted the letter attached hereto as Exhibit B, which requests one incentive and twelve waivers from specified local development standards pursuant to the State Density Bonus Law:

Incentive:

1. Exceed the maximum non-medical office FAR.

The City has determined that nonenforcement of this development standard would result in actual and identifiable cost reductions for the provision of affordable housing. Therefore, the Planning Commission approves the requested concession.

Waivers:

1. Exceed the overall FAR for the site;

2. Exceed the maximum residential unit size of 2,000 square feet;
3. Reduce the minimum required rear setback for the residential building;
4. Exceed the maximum required public right-of-way setback for the residential building;
5. Allow the residential building to extend its horizontal building and architectural projections into the required 45-degree building profile;
6. Allow the residential building to extend its vertical building projections into the required 45-degree building profile;
7. Allow the residential building to extend its rooftop elements into the required 45-degree building profile;
8. Allow the residential building and commercial building to exceed the maximum building height;
9. Allow the residential building to exceed the maximum façade height;
10. Allow the residential building to extend its vertical building projections more than four feet above the maximum building height;
11. Reduce the minimum required new window recesses for the commercial building; and
12. Allow the project not to satisfy all vehicle turning radii requirements.

The City has determined that enforcement of these development standards would preclude the Project from achieving the proposed density by requiring removal of proposed units in order to comply with the development standards. Therefore, the Planning Commission approves the requested waivers.

The City has carefully reviewed the Project for consistency with all other applicable development standards contained in the zoning code, General Plan, and El Camino Real/Downtown Specific Plan and has determined that the Project complies with all applicable objective development standards contained therein.

The Planning Commission therefore approves Architectural Control Permit No. PLN2026-00002, which must comply with the development plans, project description letter, and related documents attached hereto and incorporated herein by this reference as Exhibits A through Exhibit J.

Section 3. Below Market Rate Housing Agreement. The BMR Housing Agreement and Alternate BMR Agreement satisfy the requirements of Chapter 16.96 of the City's Municipal Code and the applicable BMR Housing Guidelines. The Project would include one unit available to households earning up to 50% area median income as a for-sale unit.

Chapter 16.96 of City's Municipal Code ("BMR Ordinance") and the BMR Housing Program Guidelines adopted by the City Council to implement the BMR Ordinance ("BMR Guidelines") require that any residential development with 10 to 19 units provide a minimum of 10% of the units at below market rates or pay an in-lieu fee, or a mix of both. The BMR Ordinance requires an applicant to submit a BMR housing proposal for review by the Housing Commission. The Project provides 15 units, meaning that 1.5 units must be BMR units. The Project provides one on-site BMR for-sale unit as part of the residential building and Applicant will pay a residential BMR in-lieu fee for the remaining 0.5-residential unit requirement. Applicant will also pay a commercial linkage BMR in-lieu fee in connection with the nonresidential portion of the project.

On September 2, 2026, the Housing Commission reviewed the draft BMR housing agreement and recommended that the Planning Commission approve such agreement. The Planning Commission finds that the BMR housing agreement attached as Exhibit C complies with the requirements of Chapter 16.96 of the City's Municipal Code and the applicable BMR Housing

Guidelines and therefore approves such agreement. The Planning Commission hereby directs the City Manager to execute the BMR Housing Agreement on behalf of the City.

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

- a. The Project is exempt from environmental review under Public Resource Code Section 21080.66(a) because it satisfies the criteria specified therein.

	PRC § 21080.66 Criteria	Proposed Project
	Project Details	
(a)(1)	Project site meets either of the following criteria:	☒
(a)(1)(A)	Is not greater than 20 acres.	<u>Consistent</u> . The Project Site is 0.75 acres.
(a)(1)(B)	If a builder's remedy project is proposed, the project site or parcel size is not more than 4 acres.	
(a)(2)	Project site meets either of the following criteria:	☒
(a)(2)(A)	Is located within the boundaries of an incorporated municipality	<u>Consistent</u> . The Project Site is located within the City of Menlo Park, which is an incorporated City.
(a)(2)(B)	Is located within an urban area, as defined by the United States Census Bureau.	
(a)(3)	Project site meets any of the following criteria:	☒
(a)(3)(A)	Has been previously developed with an urban use.	<u>Consistent</u> . "Urban use" means any current or previous residential or commercial development, public institution, or public park that is surrounded by other urban uses, parking lot or structure, transit or transportation passenger facility, or retail use, or any combination of those uses. (PRC § 21080.66(g)(3).) The Project Site is currently developed with a commercial building housing a bank, which is an urban use.
(a)(3)(B)	At least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses.	
(a)(3)(C)	At least 75 percent of the area within a one-quarter mile radius of the site is developed with urban uses.	
(a)(3)(D)	For sites with four sides, at least three out of four sides are developed with urban uses and	

	at least two-thirds of the perimeter of the site adjoins parcels that are developed with urban uses.	
(a)(4)(A)	The project is consistent with the applicable general plan and zoning ordinance, as well as any applicable local coastal program.	☒ <u>Consistent.</u> As detailed in Section 2 of this Resolution, if the Planning Commission were to approve the requested SDBL concessions and waiver, the Project would be consistent with the City's General Plan and the City's zoning ordinance. There is no applicable local coastal program.
(a)(5)	The project will be at least one-half of the applicable density specified in subparagraph (B) of paragraph (3) of subdivision (c) of Section 65583.2 of the Government Code.	☒ <u>Consistent.</u> For Menlo Park, which is a metropolitan jurisdiction, the applicable density specified in Government Code Section 65583.2(c)(3)(B) is 30 dwelling units per acre. Half of that density is 15 dwelling units per acre. With 15 units proposed on the 0.75-acre Project Site, the Project's density is 20 dwelling units per acre, which is greater than 15.
(a)(7)	The project does not require the demolition of a historic structure that was placed on a national, state, or local historic register before the date a preliminary application was submitted for the project pursuant to Section 65941.1 of the Government Code.	☒ <u>Consistent.</u> The Project Site contains an existing office building that is not listed on a national, state or local historic register.
(a)(8)	For a project that was deemed complete on or after January 1, 2025, no portion of the project is designated for use as a hotel, motel, bed and breakfast inn, or other transient lodging.	☒ <u>Consistent.</u> The Project application was deemed complete on June 3, 2026. No portion of the project is designated for use as a hotel, motel, bed and breakfast inn, or other transient lodging.
	Additional Site Details	
(a)(6)	The project satisfies all the requirements specified in paragraph (6) of subdivision (a) of Section 65913.4 of the Government Code:	
(a)(6)(A)	Not located in any of the following coastal zone areas:	☒

	1) An area between the sea and the first public road paralleling the sea or within 300 feet of the inland extent of any beach or of the mean high tideline of the sea where there is no beach, whichever is the greater distance; or 2) Tidelands, submerged lands, public trust lands, within 100 feet of any wetland, estuary, or stream, or within 300 feet of the top of the seaward face of any coastal bluff. 3) An area of the coastal zone that is not subject to a certified local coastal program or a certified land use plan. 4) An area of the coastal zone that is vulnerable to five feet of sea level rise, as determined by the National Oceanic and Atmospheric Administration, the Ocean Protection Council, the United States Geological Survey, the University of California, or a local government's coastal hazards vulnerability assessment. 5) On a parcel within the coastal zone that is not zoned for multifamily housing. 6) On a parcel in the coastal zone and located on or within a 100-foot radius of a wetland, as defined in Section 30121 of the Public Resources Code, or on prime agricultural land, as defined in Sections 30113 and 30241 of the Public Resources Code.	<u>Consistent</u>. The Project is not located within the California coastal zone area boundary.
(a)(6)(B)	Not located on prime farmland or farmland of statewide importance.	☒ <u>Consistent</u>. The Project is located in an urban area on a site that is already developed and does not contain farmland of any type.
(a)(6)(C)	Not located on wetlands, as defined in the United States Fish and Wildlife Service Manual.	☒ <u>Consistent</u>. The Project Site does not contain any wetlands, as defined in the United States Fish and Wildlife Service Manual.
(a)(6)(D)	Not located within a very high fire hazard severity zone or within the state responsibility area, unless the site has adopted specified fire hazard mitigation measures.	☒ <u>Consistent</u>. The Project is not located within a very high fire hazard severity zone or within the state responsibility area.

(a)(6)(E)	Not located on hazardous waste site that is listed pursuant to Section 65962.5 or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless either of the following apply: 1) The site is an underground storage tank site that received a uniform closure letter based on closure criteria established by the State Water Resources Control Board for residential use or residential mixed uses. 2) The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the Health and Safety Code, has otherwise determined that the site is suitable for residential use or residential mixed uses.	☒ <u>Consistent.</u> The site is not listed by the Department of Toxic Substances Control on the Cortese list or any other list of hazardous waste sites.
(a)(6)(F)	Not located within a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law, and by any local building department.	☒ <u>Consistent.</u> The Project Site is not mapped within an earthquake fault zone, based on any official maps published by the State Geologist.
(a)(6)(G)	Not located within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless either of the following apply: 1) The site has been subject to a Letter of Map Revision prepared by the Federal Emergency Management Agency and issued to the local jurisdiction. 2) The site meets Federal Emergency Management Agency requirements necessary to meet minimum flood plain management criteria of the National Flood Insurance Program.	☒ <u>Consistent.</u> The Project is not located within a special flood hazard area subject to inundation by the 1 percent annual chance flood (100-year flood) as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency.
(a)(6)(H)	Not located within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification.	☒ <u>Consistent.</u> FEMA's National Flood Hazard Layer (NFHL)

		Viewer does not map a Regulatory Floodway on the Project Site.
(a)(6)(I)	Not located on lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act, habitat conservation plan pursuant to the federal Endangered Species Act of 1973, or other adopted natural resource protection plan.	☒ <u>Consistent.</u> The Project Site is located in a fully developed area and is not located on lands identified for conservation in any adopted community conservation plan, habitat conservation plan, or other adopted natural resource protection plan.
(a)(6)(J)	Not located within a habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973, the California Endangered Species Act, or the Native Plant Protection Act.	☒ <u>Consistent.</u> Due to the developed and disturbed nature of the Project Site, as well as the minimal vegetation on the Project Site, the Project Site does not contain habitat for protected species. Likewise, the USFWS Critical Habitat Map Viewer does not list the Project site as habitat for protected species.
(a)(6)(K)	Not located on lands under conservation easement.	☒ <u>Consistent.</u> The Project Site is not subject to any conservation easement.

- b. The City carried out all the procedures required by Public Resources Code Section 21080.66(b):
- a. On December 23, 2025, Applicant notified the City that the Project is exempt from CEQA under PRC Section 21080.66.
 - b. In accordance with PRC Section 21080.66(b)(1)(A)(ii), the City timely provided formal notification via certified mail and email to each California Native American tribe that is traditionally and culturally affiliated with the project site as an invitation to consult on the proposed project, its location, and the project's potential effects on tribal cultural resources on the following date: January 13, 2026 for the Amah Mutsun Tribal Band of Mission San Juan Bautista, Costanoan Rumsen Carmel Tribe, Indian Canyon Mutsun Band of Costanoan, Muwekma Ohlone Tribe of the SF Bay Area, Tamien Nation, Ohlone Indian Tribe, and Wuksachi Indian Tribe/Eshom Valley Band. The notification included (i) detailed project information to help inform the consultation, including site maps, proposed project scope, and any known cultural resource studies; (ii) contact information for the local government; (iii) contact information for the project proponent; and (iv) notice that the California Native American tribe had 60 days to request consultation with the City pursuant to PRC Section 21080.66(b).

- c. In accordance with PRC Section 21080.66(b)(2)(A), on January 20, 2026, the Indian Canyon Band of Costanoan Ohlone People tribe timely accepted the City's invitation to consult. On January 22, 2026, the Tamien Nation tribe timely accepted the City's invitation to consult.
- d. In accordance with PRC Section 21080.66(b)(3)(A), on April 24, 2026, the City timely initiated the consultation with Tamien Nation Tribe.
- e. In accordance with PRC Section 21080.66(b)(3)(B), during the consultation, the City acted in good faith to identify whether a tribal cultural resource could be affected by the proposed Project and gave deference to the tribal information, tribal knowledge and customs, and the significance of the resource to Tamien Nation.
- f. In accordance with PRC Section 21080.66(b)(3)(D), the consultation sought to find measures that would avoid significant impacts to a tribal cultural resource.
- g. In accordance with PRC Section 21080.66(b)(3)(E), the City documented the results of the consultation.
- h. In accordance with PRC Section 21080.66(b)(3)(F), consultation concluded on June 3, 2026.
- i. In accordance with PRC Section 21080.66(b)(4), if the Planning Commission approves the Project, the City will include, as binding conditions of approval, all of the following:
 - a. Measures from the Housing Element SEIR:
 - 1. Mitigation Measure CR-2a: The City shall ensure that a cultural resources records search is performed at the Northwest Information Center (NWIC) of the California Historical Resources Information System for the project area for multi-family development projects arising from the HEU that require ground disturbance (i.e., excavation, trenching, grading, etc.). To receive project approval, an archaeologist meeting the U.S. Secretary of the Interior's Standards (SOIS) for Archeology must review the results and identify if the project would potentially impact cultural resources. If the archaeologist determines that known cultural resources or potential archaeologically sensitive areas may be impacted by the project, a pedestrian survey must be conducted under the supervision of a SOIS-qualified archaeologist of all accessible portions of the project area, if one has not been completed within the previous five years. Additional research, including subsurface testing, monitoring during construction, and/or a cultural resources awareness training may be required to identify, evaluate, and mitigate impacts to cultural resources, as recommended by the SOIS-qualified archaeologist. If avoidance is not feasible, the City shall consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) to be affiliated with Menlo Park for the purposes of tribal consultation under Chapter 905, California Statutes of 2004 (if the resource is pre-contact or indigenous) to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to PRC Section 21083.2 and CEQA Guidelines Section 15126.4. This shall include documentation of the resource and may include data recovery (according to PRC Section 21083.2), if deemed appropriate, or other actions such as treating the resource with culturally appropriate dignity and protecting the cultural character and integrity of the resource (according to PRC Section 21084.3). A cultural report detailing the results of the research shall be prepared and submitted for review by the City and a final draft shall be submitted to the NWIC. Once the report has been approved by the City, the City may issue

appropriate permits.

2. Mitigation Measure CR-2b: If pre-contact or historic-era archaeological resources are encountered during project construction and implementation, the project applicant shall halt all construction activities within 100 feet and notify the City. Pre-contact archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. An archaeologist meeting the U.S. Secretary of the Interior's Standards (SOIS) for Archeology shall inspect the findings and work shall be stopped within 100 feet of the potential archaeological resource until the material is either determined by the archaeologist to not be an archaeological resource or appropriate treatment has been enacted, with appropriate consultation, as needed.

If the City determines that the resource qualifies as a historical resource or a unique archaeological resource (as defined pursuant to the CEQA Guidelines) and that the project has potential to damage or destroy the resource, mitigation shall be implemented in accordance with PRC Section 21083.2 and CEQA Guidelines Section 15126.4, with a preference for preservation in place. If preservation in place is feasible, this may be accomplished through one of the following means: (1) siting improvements to completely avoid the archaeological resource; (2) incorporating the resource into a park or dedicated open space, by deeding the resource into a permanent conservation easement; (3) capping and covering the resource before building the project on the resource site after the resource has been thoroughly studied by a SOIS qualified archaeologist and a report written on the findings.

If preservation in place is not feasible, the City shall consult with California Native American tribes identified by the Native American Heritage Commissions (NAHC) to be affiliated with Menlo Park for the purposes of tribal consultation under Chapter 905, California Statutes of 2004 (if the resource is pre-contact or indigenous) to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to PRC Section 21083.2, and CEQA Guidelines Section 15126.4. This shall include documentation of the resource and may include data recovery (according to PRC Section 21083.2), if deemed appropriate by the archaeologist, in consultation with the City, or other actions such as treating the resource with culturally appropriate dignity and protecting the cultural character and integrity of the resource (according to PRC Section 21084.3).

3. Mitigation Measure CR-3: Procedures of conduct following the discovery of human remains have been mandated by Health and Safety Code Section 7050.5, Public Resources Code Section 5097.98 and the California Code of Regulations Section 15064.5 (CEQA). According to the provisions in CEQA, if human remains are encountered, the project applicant shall ensure that all work in the immediate vicinity of the discovery shall cease and necessary steps are taken to ensure the integrity of the immediate area. 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, who will, in turn, notify the person the NAHC identifies as the Most Likely Descendant (MLD) of any human remains. Further actions shall be determined, in part, by the desires of the MLD. The MLD has 48 hours to make recommendations regarding the disposition of the remains following notification from the NAHC of the discovery. If the MLD does not make recommendations within 48 hours, the landowner shall, with appropriate dignity, reinter the remains in an area of the property secure from further disturbance.

- j. In accordance with PRC Section 21080.66(c)(1), the Applicant prepared and the City reviewed a Phase I ESA (Exhibit I) and the Phase I ESA concluded there were no releases and no additional assessment would be necessary.

Section 5. Severability. If any term, provision, or portion of these findings or the application of these findings to a particular situation is held by a court to be invalid, void or unenforceable, the remaining provisions of these findings, or their application to other actions related to the Project, shall continue in full force and effect unless amended or modified by the City.

I, Corinna Sandmeier, Principal Planner 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 September 14, 2026, 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, 2026.

PC Liaison Signature

Corinna Sandmeier
Principal Planner
City of Menlo Park

Exhibits

- A. Project plans
- B. Project description letter
- C. Below Market Rate (BMR) housing proposal
- D. Draft Below Market Rate (BMR) housing agreement
- E. Specific Plan Standards and Guidelines Compliance Worksheet
- F. Transportation demand management plan

- G. Trip generation memo
- H. Arborist report
- I. Phase I Environmental Site Assessment
- J. ConnectMenlo Mitigation Monitoring and Reporting Program
- K. 2023-2031 Cycle Housing Element Update Subsequent EIR Mitigation Monitoring and Reporting Program
- L. Conditions of approval

December 18, 2025 (Revised 8 August, 2026)

Tim Wong
Housing and Neighborhood Services Manager
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Re: 800 Oak Grove Ave – Below Market Rate Housing Proposal

Dear Tim:

On behalf of 800 Oak Grove Owner, LLC, I am pleased to provide this Below Market Rate Housing Proposal for the 800 Oak Grove Project. With 15 for-sale condominium units designed to complement a modernized adjacent commercial building, this mixed-use infill housing development project is intended to help satisfy the demand for new for-sale units and contribute towards the City's ability to comply with State housing laws.

Consistent with the City's BMR Housing Regulations and Guidelines, we are setting aside 6.7% of the total units as income-restricted affordable housing to Very Low-income households. As shown on Sheet AR2.03b of the plans, the income-restricted unit (Unit 202) will be located on the third level of the residential building and will include two bedrooms, a den, private deck, and is measured at 1,994 square feet.

As the BMR Housing Program Guidelines explain, because the Project size falls between ten (10) and nineteen (19) residential units, it is required to provide 10% units at below market rates.¹ Section 3.4.1 of the Guidelines recognizes that a fractional BMR unit requirement may result, and allows applicants to pay an in-lieu fee to account for fractional units. Here, the 15-unit Project is required to provide 1.5 affordable housing units. To meet this requirement, the Project will pay the in-lieu fee to cover the remaining 0.5 unit required under the BMR Housing Program.² As required, the Project will make an in-lieu payment calculated at 3% of the actual sales price of each unit sold beyond those covered by the on-site provision of affordable housing—i.e., for the eleventh, twelfth, thirteenth, and fourteenth market-rate units sold.³

The proposed affordable housing complies with Section 5.1 of the BMR Guidelines because it will (1) generally have the same proportions as the market-rate units, (2) be distributed throughout the project (i.e., it is located comparatively) and uses all common access points and facilities), and (3) be indistinguishable from the exterior, as the design and materials will be comparable to the market-rate units.

Further details about the project are outlined in our Project Description, Cover Letter, and accompanying development application materials. Specific pages from the project plans are attached here to clarify location and square footage. The density bonus is intended to provide relief from certain development standards due to

¹ § 16.96.020(b).

² [See BMR Program Guidelines, Section 3.4.1.](#)

³ [BMR Program Guidelines, Section 4.3.1.](#)

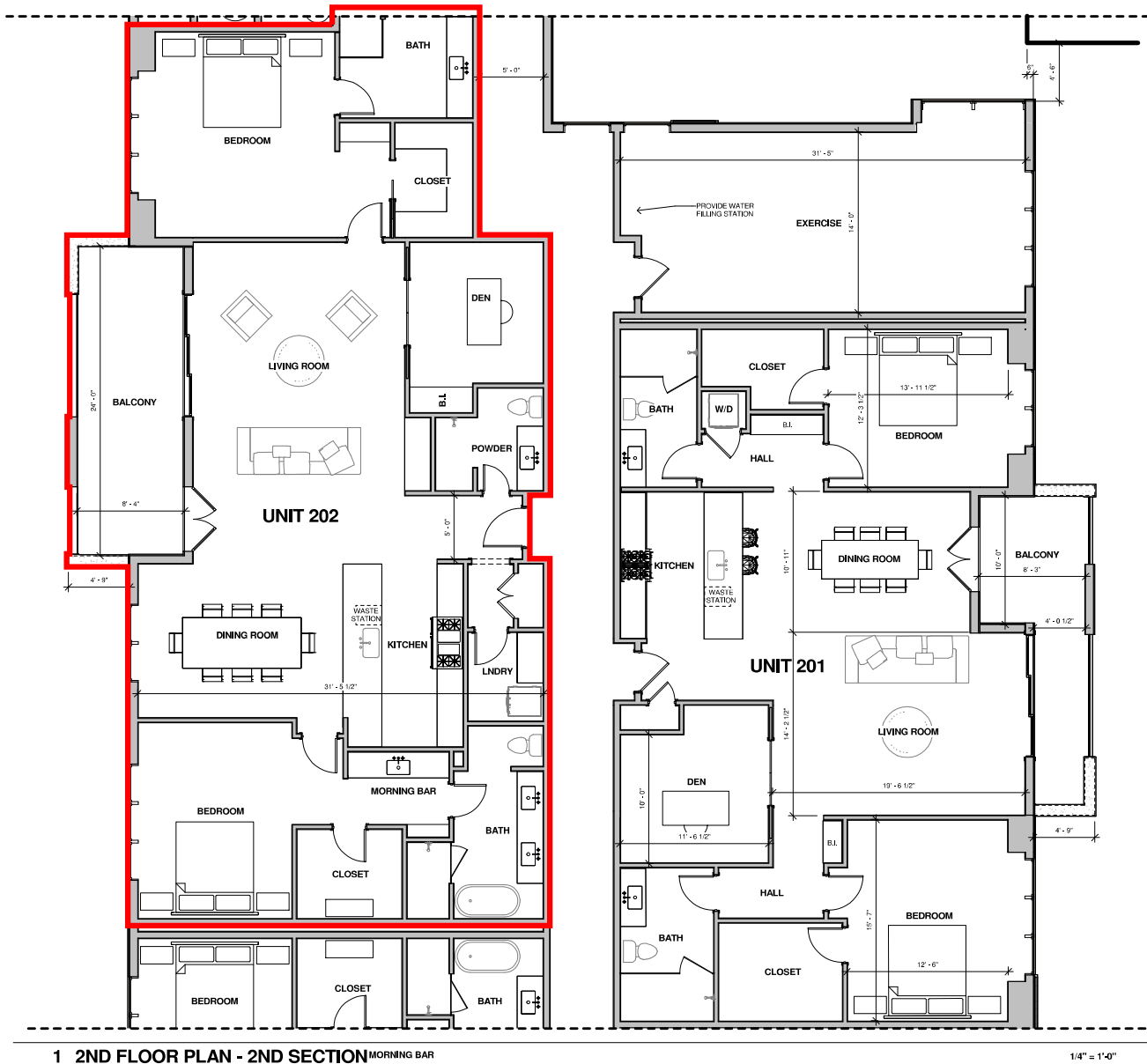
site constraints that would otherwise preclude us from pursuing a feasible project and providing these affordable units; additional density is not being requested.

We look forward to further discussions with the City and community as our project continues through the development and environmental review phases. In the meantime, please let us know of any questions or comments.

Sincerely,

Chase Rapp
800 Oak Grove Owner, LLC

A handwritten signature in black ink, appearing to be 'CR' followed by a horizontal line.



FLOOR RESIDENTIAL PLAN - LVL 3

AR2.03b

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**

(800 Oak Grove Ave., Menlo Park)

This **BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS** ("**Agreement**") is entered into as of _____, 2026 ("**Execution Date**"), by and between the City of Menlo Park, a California municipal corporation ("**City**"), and 800 Oak Grove Owner, LLC, a California limited liability company ("**Developer**"). City and Developer are collectively referred to herein as the "**Parties**."

RECITALS

A. Developer is the owner of that certain real property that is subject to this Agreement situated at the approximate location commonly known as 800 Oak Grove Avenue in the City of Menlo Park, California, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference ("**Property**").

B. Developer intends to demolish an existing surface-level parking lot and construct a new six-story multifamily residential building with 15 residential condominium units, of which one unit would be designated as below market rate ("**BMR**") housing; remodel and convert an existing two-story bank building to a two-story non-medical office building with a roof deck; and increase the gross floor area for the existing non-residential building (collectively, the "**Project**").

C. Menlo Park Municipal Code Chapter 16.96 ("**Municipal Code**"), the Below Market Rate Housing Program ("**BMR Ordinance**"), and the Below Market Rate Housing Program Guidelines in effect at the time of Project application, i.e., the BMR Guidelines adopted on October 21, 2025 ("**Guidelines**") require a developer of projects with 20 or less residential units to provide ten percent (10%) of the total number of units in a project as affordable to below market rate ("**BMR**") households. To satisfy the requirements of

the BMR Ordinance and Guidelines, Developer has proposed ("**BMR Proposal**") to provide one (1) very low income for-sale unit to BMR households ("**BMR Unit**"), as shown in **Exhibit B** attached hereto and incorporated herein by reference. The BMR Unit constitutes approximately 6.7% of the total number of units, so Developer will pay an in-lieu fee to satisfy the remaining 3.3% BMR requirement.

D. On _____, 2026, after a duly noticed public hearing, the Housing Commission recommended approval of the BMR Proposal, including one (1) very low income for-sale unit, as shown in the Project Plans included in **Exhibit B**, included within the first ten (10) units of the Project, and payment of an in-lieu fee for the fractional BMR unit calculated at three percent (3%) of the actual sales price of each unit sold for the number of market rate units that is in proportion to the BMR requirement that is not met (i.e., the eleventh, twelfth, thirteenth, and fourteenth market rate unit sold). Such in-lieu fees shall be payable upon the close of escrow on the sale of each unit in the subdivision for which a BMR unit has not been provided (i.e., the eleventh, twelfth, thirteenth, and fourteenth market rate unit sold). In addition to the in-lieu fees for the fractional BMR unit for residential portion of the Project, in accordance with Section 3.1 of the BMR Guidelines, payment of \$ 167,976.99 commercial linkage in-lieu fees is also required for changing the existing commercial uses on the Property from a bank to non-medical office use (i.e. from Group B to Group A) prior to the issuance of building permits. This in-lieu fee for the commercial use change is calculated based on the difference of rates between the in-lieu fees charged for Groups A and B commercial projects and any change in square footage of the commercial uses of the Project, and shall be subject to the City's annual adjustment.

E. On _____, 2026, after a duly noticed public hearing, and on the recommendation of the Housing Commission, the Planning Commission approved architectural control, environmental review, this BMR Housing Agreement, and incentives/concessions and waivers in accordance with State Density Bonus Law (Government Code Section 65915) and recommended that the City Council approve a Major Subdivision for the Project.

F. On _____, 2026, after a duly noticed public hearing, and on the recommendation of the Planning Commission, the City Council approved a Vesting Tentative Map for the Project. The Planning Commission and City Council actions are collectively referred to herein as "**Project Approvals**."

G. The Project Approvals require Developer to provide the BMR Unit and pay the BMR in-lieu fee in accordance with the BMR Proposal. Pursuant to the BMR Ordinance and Guidelines and State Density Bonus Law (Government Code Section 65915), Developer is required to execute and record an approved BMR Housing Agreement for the BMR Unit as a condition precedent to the issuance of any building permit for the Project. This Agreement is intended to satisfy that requirement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows.

1. CONSTRUCTION OF THE IMPROVEMENTS.

1.1 Construction of the Project. Developer agrees to construct the Project in accordance with the Municipal Code and all Applicable Laws (defined in Section 1.3).

1.2 City and Other Governmental Permits. Before commencement of the Project, Developer shall secure or cause its contractor to secure any and all permits and approvals that may be required by City or any other governmental agency with any authority over such construction, including without limitation building permits. Developer shall pay all necessary fees and timely submit to 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 Municipal Code and all Applicable Laws.

1.3 Compliance with Laws. Developer shall carry out the design and construction of the Project in conformity with all applicable laws, including, without limitation, all applicable state labor standards, City zoning and development standards, City and state building, plumbing, mechanical and electrical codes, and all other provisions of the Municipal Code, and all applicable disability 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.* (collectively, “**Applicable Laws**”).

2. BMR UNIT

2.1 Effective Date. The effective date of this Agreement shall be the date that Developer obtains a certificate of occupancy or temporary certificate of occupancy from City (“**Effective Date**.”)

2.2 Maintenance. During the term of this Agreement, Developer shall comply with every condition of the Project Approvals 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 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 to make all necessary and proper repairs, renewals and replacements to keep the Project and the Property good, clean, safe, and sanitary condition, ordinary wear and tear excepted.

2.3 Monitoring and Recordkeeping. During the term of this Agreement, Developer shall comply with all applicable recordkeeping and monitoring requirements set forth in the Guidelines. City shall have the right to inspect the books and records of Developer and its rental agent, sales agent or bookkeeper upon reasonable notice during normal business hours. During any period that the BMR Unit is owned by Developer, representatives of 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 Unit, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Developer agrees to cooperate with City in making the Project and Property available for such inspection or audit. Developer 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 BMR Unit, and this recordkeeping obligation shall survive the termination of this Agreement, in the event such termination occurs prior to the expiration of such five (5) year period.

2.4 Non-Discrimination Covenants. Developer covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, ancestry or other class protected by Applicable Laws 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 of the BMR Unit. Developer shall include such provision in all deeds, leases, contracts and other instruments executed by Developer, and shall enforce the same diligently and in good faith.

a. If the BMR Unit is sold, the following language shall appear in any BMR 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. 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 Property.

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

2.5 Subordination. This Agreement shall be recorded in the Official Records of the County of San Mateo ("**County**") prior to the sale of any dwelling unit (whether market rate or not) in the Project. Developer represents, warrants and covenants that, except for taxes and assessments and Permitted Encumbrances, absent the City's prior written consent, this Agreement shall not be subordinated in priority to any lien, encumbrance or other interest affecting the Property or the Project. "Permitted Encumbrances" means easements, rights-of-way, covenants, conditions and restrictions, utility agreements, and other matters of record that do not materially interfere with development or operation of the Project and do not purport to extinguish or materially impair this Agreement. If at the time this Agreement is recorded any lien or encumbrance (other than Permitted Encumbrances) is recorded in priority senior to this Agreement, then upon the City's written request Developer shall promptly (i) obtain a subordination of such interest to this Agreement, or (ii) if subordination is not commercially available,

obtain the City's written approval of an alternative arrangement that reasonably preserves the City's ability to enforce this Agreement, and ensures that the provisions of this agreement guaranteeing that the affordable units remain affordable for the life of this agreement will not be subordinated to such lien or encumbrance. The City may condition issuance of the demolition permit or the first building permit for construction, whichever is first, on recordation of this Agreement and satisfaction of this paragraph. The City shall not unreasonably withhold, condition or delay consent to a subordination or other instrument (such as an estoppel agreement) requested by an institutional lender providing acquisition, construction or permanent financing for the Project, provided that such instrument includes mutually acceptable protections for the City and such lender, including without limitation (a) notice to lender of any Developer default and reasonable opportunity to cure, and (b) an acknowledgment that nothing in this Agreement restricts the lender's right to foreclose (or accept a deed in lieu) and transfer the Property, subject to (1) this Agreement continuing to run with the land and (2) all provisions of this Agreement guaranteeing that the affordable units remain affordable for the life of this agreement continue to be in effect and enforceable by the City.

3. SALE AND OPERATION OF BMR UNIT

3.1 Sale to Very Low-Income Households. The BMR Unit shall be sold to an Eligible Buyer (defined below) in accordance with the BMR Ordinance, Guidelines and this Agreement. Commencing on the date the Maximum Sales Price (defined below) is established by City, the BMR Unit shall be sold only to an **"Eligible Buyer,"** which is defined to include all of the following: (a) a very low-income buyer as defined in Section 50105 of the California Health and Safety Code, (b) a BMR buyer that meets all of the requirements set forth in the State Law and/or the Guidelines, (c) a BMR buyer that will occupy the smallest household size eligible for the BMR Unit under the State Law, and (d) a BMR buyer that remains on the **"BMR Purchase Legacy List"** (as defined in the Guidelines) if such list remains in effect and any prospective buyers remain on it and otherwise in accordance with the priorities set forth in the Guidelines. The BMR Unit shall be sold for no more than the **"Maximum Sales Price"** established based on several factors, including the minimum qualifying household size (which, as discussed above, would be consistent with the State Density Bonus Law), current interest rates, an assumed three percent down payment, and other applicable fees such as insurance, taxes, and homeowners association dues. An initial Maximum Sales Price would be established approximately 90 days prior to final building inspection and may be adjusted prior to occupancy to account for changes in interest rates. The eligibility requirements for BMR buyers, the selection process for BMR buyers, the purchase process, the sale procedures, the occupancy requirements and the process for resale are set forth in the Guidelines and supplemented by this Agreement. As per the requirements of the State Density Bonus Law, if an Eligible Buyer does not purchase the BMR Unit within 180 days after the issuance of the certificate of occupancy for the BMR Unit, the BMR Unit could be purchased by a qualified nonprofit housing corporation that meets all of the

requirements in Government Code Section 65915(c)(2)(A)(ii) pursuant to a recorded contract and that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code. The State Law provisions shall prevail in case of conflict with BMR Ordinance and Guidelines.

3.2 Term; Partial Release.

a. Any and all obligations or responsibilities of Developer under this Agreement with regard to the BMR Unit shall terminate as to the BMR Unit upon recordation on title to the BMR Unit in compliance with the Guidelines of both (a) the grant deed conveying the BMR Unit to an Eligible Buyer, City or its designee in accordance with the terms and provisions of this Agreement, and (b) the Resale Restriction Agreement (defined in Section 3.7).

b. The City shall execute and cause to be recorded an instrument releasing and reconveying this Agreement with respect to each for-sale dwelling unit at the Project that is not a BMR Unit upon the sale of each such to initial buyer(s), so that each such unit will no longer be encumbered by this Agreement. However, prior to the release for the last for-sale dwelling unit at the Project that is not a BMR Unit, this Agreement shall be re-recorded against the BMR Unit, if the BMR Unit has not been disposed in accordance with State Density Bonus Law provisions in Section 65915(c),

3.3 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 the BMR Unit, including, but not limited to, a fee simple interest, joint tenancy interest, or life estate. A Transfer shall also include the recording of one or more deeds of trust against the BMR Unit to secure one or more loans or to refinance an existing loan. There shall be no transfer of the BMR Unit to any person or entity, except with the express written consent of City or its designee, which consent shall be consistent with the City’s goal of creating, preserving, maintaining and protecting housing in Menlo Park for persons of low and moderate income. Any transfer of the BMR Unit shall be subject to the conditions set forth in this Agreement, the BMR Ordinance and the Guidelines, and State Density Bonus Law. Nothing in this Agreement shall prohibit the sale and/or purchase of the BMR Unit to an Eligible Buyer if the City fails to make a determination of household eligibility within the time limits set forth in the BMR Ordinance, Guidelines and this Agreement.

3.4 Prohibited Transfer/Default. Any initial transfer which is not in substantial compliance with the conditions set forth in Section 3.3 above shall be deemed a “**Prohibited Transfer**”. Upon receipt of any evidence of a Prohibited Transfer, intent to complete at Prohibited Transfer, or any other violation of the terms of this Agreement, City shall give written notice to Developer 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 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 the Prohibited 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. Developer shall reimburse City for all reasonable costs, including but not limited to attorneys' fees, incurred in reviewing instruments and other legal documents proposed to affect a potential or actual Prohibited Transfer under this Agreement and in reviewing the qualifications and financial resources of a proposed successor, designee, or transferee within ten (10) business days following City's delivery to Developer of an invoice detailing such costs.

3.5 Owner Occupancy. Developer acknowledges that the City requires prospective purchasers of the BMR Unit to sign a written statement acknowledging their agreement that the BMR Unit must be occupied as the purchaser's principal residence and that the BMR Unit may not be rented or leased (including short-term leases, such as through Airbnb, VRBO or comparable rental platform), except as allowed under the Resale Restriction Agreement. Developer further acknowledges that the City requires each purchaser of the BMR Unit to annually sign a written statement certifying compliance with the foregoing requirements.

3.6 Intentionally Omitted.

3.7 Resale Restriction Agreement. Developer acknowledges that the City requires that the initial buyer and each subsequent buyer of the BMR Unit (except City in connection with its exercise of the City Purchase Option) shall (a) execute and record an Agreement and Deed Restrictions Regarding Resale Controls for Below Market Rate Property substantially in the form of Exhibit C, that restricts the future sale of the BMR Unit to very low income household at no more than the Maximum Sales Price at the time of sale for a period of fifty-five (55) years from the date of recordation of the deed conveying title to the initial buyer and each subsequent buyer of the BMR Unit ("**Resale Restriction Agreement**"), (b) execute a Promissory Note or other document acceptable to City ("**Note**"), and (c) execute and record a Performance Deed of Trust ("**Deed of Trust**"), and with respect to the Note and Deed of Trust, in a form and substance acceptable to City. Developer acknowledges that the City requires that the Resale Restriction Agreement and Deed of Trust must be recorded against the BMR Unit at the closing of the applicable purchase and sale of the BMR Unit. Developer acknowledges that the City requires that, among other things, the Resale Restriction Agreement shall provide that for a term equal to fifty-five (55) years, subsequent sales of the BMR Unit may only be made at no more than the then Maximum Sales Price (as determined by State Density Bonus Law) to an Eligible Buyer that qualifies as a low-income or very-low income household depending on the BMR Unit, that each buyer must occupy the BMR Unit as its principal residence, that the BMR Unit may not be rented or leased except as

allowed under the Resale Restriction Agreement, that each buyer may not make the BMR Unit available for short term rentals, and that each buyer is required to annually sign a written statement certifying compliance with all of the foregoing requirements. Developer acknowledges that the City requires that, in connection with the sale of the BMR Unit, City may, in its discretion, among other things, 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 the Note, and (iv) execute and record the Deed of Trust that secures performance under the Resale Restriction Agreement. Concurrently with the recordation of the Resale Restriction Agreement and Deed of Trust applicable to the BMR Unit, City shall execute and cause to be recorded an instrument releasing and reconveying this Agreement with respect to the BMR Unit, so that the BMR Unit will no longer be encumbered by this Agreement.

4. ADVANCES BY CITY. Developer acknowledges that, in the event City advances any amounts for the payment of mortgages, including the curing of defaults on or the payment in full of senior liens and redeeming the BMR Unit prior to a lien sale, taxes, assessments, insurance premiums, homeowner's fees and/or associated late fees, costs, interest, attorneys' fees, pest inspections, resale inspections and other expenses related to the BMR Unit, which the BMR Unit owner failed to pay or permitted to become delinquent, City shall be entitled to a lien against the BMR Unit in the amount of all costs and expenses incurred by City with respect to the BMR Unit, which sums shall, as elected by City, be due and payable by the BMR Unit owner upon written demand by City or paid to City through the closing of the sale of the BMR Unit for which City has paid or incurred such sums.

5. DEFAULT AND REMEDIES

5.1 Events of Default. The following shall constitute an "**Event of Default**" by Developer under this Agreement: a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement where such breach continues for a period of thirty (30) days after written notice thereof to Developer without Developer curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, Developer must commence the cure of such breach within such thirty (30) day period and thereafter diligently proceed to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other section of this Agreement, the specific provision shall control.

5.2 Remedies. The occurrence of any Event of Default under Section 5.1 shall give City the right to proceed with an action in equity to require Developer 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.

5.3 Obligations Personal to Developer. The liability of Developer under this Agreement to any person or entity is limited to Developer's interest in the Project, and 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 Developer 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 the Project or any other agreement securing Developer's obligations under this Agreement), shall be rendered against Developer, the assets of Developer (other than Developer'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 Developer under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent Developer or owner of the Property shall be liable or obligated for the breach or default of any obligations of Developer under this Agreement on the part of any prior Developer. Such obligations are personal to the person who was Developer or owner of the Property 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 Developer or owner of the Property. Each Developer shall comply with and be fully liable for all obligations Developer hereunder during its period of ownership of the Property.

5.4 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 and such notice from the claiming party states the date of commencement of the cause. If notice from the party claiming such extension is not sent within such 30-day period or does not include the date of commencement of the cause, then the extension of time for performance shall only commence from the date of actual receipt of the notice, and not from the time of the commencement of the cause.

5.5 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.

5.6 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.

5.7 Waiver of Terms and Conditions. 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.

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

5.9 Cure Rights. Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by (i) Developer's limited partner, or (ii) Developer's senior mortgage lender, shall be deemed to be a cure by Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer.

6. GENERAL PROVISIONS

6.1 Below Market Rate Guidelines. This Agreement incorporates by reference the Guidelines as 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.

6.2 Time. Time is of the essence in this Agreement.

6.3 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:

Developer: 800 Oak Grove Owner, LLC.
P.O. Box 1672
Palo Alto, CA 94301
Attention: Robert Zirkle

With a copy to:
Holland & Knight
560 Mission Street, Suite 1900
San Francisco, CA 94105
Attention: Chelsea Maclean

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.

6.4 Successors and Assigns. This Agreement constitutes a covenant and legal restriction on the Property and shall run with the land, unless any and all restrictions, covenants, obligations or responsibilities under this Agreement have been released against the Developer, the Property or portions of the Property pursuant to Section 3.2 of this Agreement, and all of the terms, covenants and conditions of this Agreement shall be binding upon Developer and the permitted successors and assigns of Developer.

6.5 Intended Beneficiaries. City is the intended beneficiary of this Agreement and shall have the sole and exclusive power to enforce this Agreement. It is intended that City may enforce this Agreement in order to satisfy its obligations to improve, increase and preserve affordable housing within 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 City and Developer and their assigns and successors, shall have any right of action hereon.

6.6 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.

6.7 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.

6.8 Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Developer and City.

6.9 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 City, such approval shall not be unreasonably withheld and may be given on behalf of City by the City Manager or designee. The City Manager or 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 City hereunder.

6.10 Indemnification. To the greatest extent permitted by law, Developer shall indemnify, defend (with counsel reasonably approved by City) and hold City, its heirs, successors, assigns, elected and appointed officials, employees and agents (“**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 Developer’s construction, management, or operation of the BMR Unit and the Project or any failure to perform any obligation as and when required by this Agreement. Developer’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 or to Developer’s claims against the City arising under this Agreement. 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 prior to such expiration or termination.

6.11 Insurance Coverage. Developer shall comply with the insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by this reference, and shall, at Developer’s expense, maintain in full force and effect insurance coverage as specified in Exhibit D until recordation of both a grant deed conveying the BMR Unit to a third party and the Resale Restriction Agreement, at which time the insurance requirements in the Resale Restriction Agreement shall control.

6.12 Recovery of City Costs. Developer shall reimburse City for all commercially 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 Developer of an invoice detailing such costs.

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

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date first written above.

CITY:

City of Menlo Park, a municipal corporation

By: _____

Justin I. C. Murphy, City Manager

DEVELOPER:

800 Oak Grove Owner, LLC.,

a California corporation

By: _____

Robert Zirkle, Member

SIGNATURES MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

List of Exhibits:

Exhibit A: Property Description

Exhibit B: BMR Proposal and Partial Project Plans with Location of BMR Unit

Exhibit C: Resale Restriction Agreement (Very Low Income BMR Unit)

Exhibit D: Insurance Requirements

Exhibit A

Property Description

Exhibit A

Exhibit B

BMR Proposal

Exhibit B

Exhibit C
Resale Restriction Agreement

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

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

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

**AGREEMENT AND DEED RESTRICTIONS
REGARDING RESALE CONTROLS
FOR BELOW MARKET RATE HOME**

This Agreement and Deed Restrictions Regarding Resale Controls for Below Market Rate Home is junior and subordinate to a first Deed of Trust in favor of _____ in the amount of \$_____.

NOTICE: THIS DOCUMENT IS A LEGALLY BINDING AGREEMENT WHICH IMPOSES SEVERAL OBLIGATIONS AND RESTRICTIONS REGARDING THE USE AND TRANSFER OF YOUR HOME.

READ IT CAREFULLY.

This Agreement and Deed Restrictions Regarding Resale Controls for Below Market Rate Home ("**Agreement**") is entered into as of this ____ day of _____, 20__, by and between the City of Menlo Park, a municipal corporation ("**City**"), and _____ ("**Owner**"). City and Owner may be referred to individually as a "**Party**" or collectively as the "**Parties**" in this Agreement.

RECITALS

A. The City adopted a Below Market Rate Housing Program ("**Program**"), codified in the Menlo Park Municipal Code at Chapters 16.96 and 15.36, as such may be amended and revised from time to time ("**BMR Ordinance**"), and governed by the Below Market Rate Housing Program Guidelines, as such may be amended and revised from time to time ("**Guidelines**"), to provide housing opportunities to persons with very low income to purchase homes at prices that are below market rates prevailing in the community.

B. Pursuant to the terms of that certain Below Market Rate Housing Agreement and Declaration of Restrictive Covenants ("**Restrictive Covenant**"), recorded on _____ as Document No. _____ in the Official Records of San Mateo County ("**Official Records**"), that certain home described in Exhibit A attached hereto and incorporated into this Agreement ("**Home**"), was designated as a below market rate unit ("**BMR Unit**"), as described in the Restrictive Covenant. Terms not otherwise defined in this Agreement will have the meaning given to them in the Restrictive Covenant.

C. The BMR Unit is to be made available for sale only to Very Low Income Households at a price not to exceed a Very Low Income Housing Cost for a period of fifty-five (55) years.

D. Owner is a Very Low 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 the Purchase Price, Owner is required to enter into this Agreement to ensure the continued affordability of the Home, consistent with the Restrictive Covenant.

E. This Agreement also provides City with a purchase option to purchase the Home, as further described in this Agreement, in consideration of the economic benefits to Owner resulting from the purchase of the Home at a price not to exceed the Purchase Price.

F. The intent of City is to preserve the number and availability of affordable homes in the City's Program for persons with low or moderate incomes for as long as possible.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated herein by references, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows.

1. Home. As a BMR Unit, the Home shall be subject to the terms and conditions set forth in this Agreement, as well in the BMR Ordinance and Guidelines.

2. Definitions and Exhibits.

A. Definitions. Unless otherwise specified in this Agreement, the following capitalized terms shall have the meanings set forth below:

(i) **"Actual Household Size"** means the actual number of persons in the applicable household, calculated in accordance with the BMR Ordinance and Guidelines.

(ii) **"Additional Financing"**, if obtained by Owner, is defined in Section 4.

(iii) **"Agreement"** is defined in the opening paragraph.

(iv) **"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 50079.5(c), adjusted for Actual Household Size.

(v) **"City"** is defined in the opening paragraph.

(vi) **"City Deed of Trust"** shall mean the deed of trust, the form of which is attached hereto as Exhibit C, executed by Owner for the benefit of City and securing the City Note.

(vii) **"City Note"** shall mean the promissory note, the form of which is attached hereto as Exhibit B, executed by Owner securing Owner's payment of Excess Sales Proceeds, as well as all other sums paid or advanced by Owner in connection with the Home.

(viii) **"City Purchase Option"** is defined in Section 5.D.(ii).

(ix) **"Default"** is defined in Section 9.B.

(x) **"Eligible Capital Improvements"** means improvements that meet all of the following criteria: (a) they are made or installed by Owner following issuance of all required permits and in conformity with applicable building codes at the time of installation; (b) they are approved in writing in advance by City or its designee; (c) they are not a replacement of existing improvements needed as part of routine maintenance of the Home; and (d) in the aggregate, such improvements total more than one percent (1%) of the original purchase price paid by Owner. The value of Eligible Capital Improvements shall be limited to appraised increases in value to the Home as a result of the improvements as documented in an appraisal approved by City. The appraisal shall include an evaluation of the value of any substantial structural or permanent fixed improvements which Owner has made to the Home after purchase of the Home, including any depreciation in value of the capital improvements since the time of installation.

(xi) **"Excess Sales Proceeds"** shall mean the amount by which the gross sales proceeds of the Home received by Owner from a Transfer of the Home exceeds the maximum Purchase Price minus the amount of any Eligible Capital Improvements.

(xii) **"Fair Market Value"** means the value of the Home as determined by an appraisal obtained by City prepared by a certified Member of the Appraisal Institute (MAI) chosen by Owner with experience appraising residential properties in San Mateo County.

(xiii) **"First Lender Loan"** is defined in Section 5.A.

(xiv) **"Home"** is defined in Recital B.

(xv) **"Inheriting Owner"** is defined in Section 5.C.(i).

(xvi) **"Listing Agreement"** is defined in Section 5.D.(vi).

(xvii) **"Official Records"** is defined in Recital A.

(xviii) **"Owner"** is defined in the opening paragraph.

(xix) **"Owner's Notice of Intent to Sell"** is defined in Section 5.D.

(xx) **"Permitted Transfer"** is defined in Section 5.A.

(xxi) **"Proposed Purchaser"** is defined in Section 5.D.(vi).

(xxii) **"Purchase Agreement"** is defined in Section 5.D.(ii).

(xxiii) **"Program"** is defined in Recital A.

(xxiv) "**Purchase Price**" of the Home shall be the maximum sale price calculated by the City in accordance with the Guidelines in effect at the time of the sale.

(xxv) "**Restrictive Covenant**" is defined in Recital A.

(xxvi) "**Saleable condition**" is defined in Section 5.D.(iii).

(xxvii) "**Spouse**" shall mean, (i) an individual legally married to Owner; (ii) a registered domestic partner of Owner, pursuant to California Family Code Section 297, et seq.; or (iii) a registered domestic partner of Owner pursuant to any local domestic partner registry created by any city, county, or city and county in California.

(xxviii) "**Transfer**" is defined in Section 5.A, and does not include a Permitted Transfer.

(xxix) "**Very Low Income Household**" means a household whose Gross Income does not exceed the qualifying limit for very low income households as established and amended from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the United States Housing Act of 1937 and published by the California Department of Housing and Community Development ("HCD") pursuant to Section 50105 of the California Health and Safety Code, adjusted for Actual Household Size.

(xxx) "**Very Low 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 percent (30%) of fifty percent (50%) of Area Median Income, assuming a fixed 30-year mortgage at then-current prevailing interest rates and an assumed down payment of three percent (3%) of the sales price.

B. 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

C. Supersedes. This Agreement shall supersede any and all resale agreements, deed restrictions and other similar conditions and/or restrictions previously imposed on the Home whether or not such previous agreements or restrictions were recorded.

3. Misrepresentation of Fact. Owner certifies that the financial and other information previously provided by Owner to qualify to purchase the Home was true and correct as of the date first delivered to City and as of the date first written above.

4. Approved Financing; Lien Priority; Occupancy; Maintenance and Insurance.

A. Approved Financing. City acknowledges that Owner is acquiring the Home, in part, with a first purchase money loan ("**First Lender Loan**"). [If applicable] - City

further acknowledges that Owner is acquiring the Home with the following additional financing, which has been approved in advance by City ("**Additional Financing**"):

B. Lien Priority. This Agreement is accompanied by the City Note from Owner to City pursuant to which Owner agrees to pay any Excess Sales Proceeds to City, in addition to any other sums described in this Agreement. The City Note is secured by the City Deed of Trust. The City Deed of Trust is subordinate to this Agreement and the First Lender Loan. However, this Agreement shall be superior to and have lien priority over the lien of the First Lender Loan, Additional Financing, if any, and any other lien, mortgage or deed of trust encumbering the Home.

C. Occupancy. Owner must occupy the Home as its primary residence and remain in residence for the entire term of this Agreement. Occupy shall mean residing in the Home for at least ten (10) months in every twelve (12) month period. Owner may not allow the Home to be occupied by a relative, friend, tenant or any other party.

D. Maintenance.

(i) 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. Owner agrees not to commit any waste or to permit deterioration of the Home, and shall make reasonable and appropriate repairs to the Home as necessary to maintain the Home in the above described condition.

(ii) Owner shall pay all any homeowners association assessments (if any) 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.

(iii) Upon the written request of City, Owner shall bear the expense of providing to City a written report of inspection by a licensed structural pest control company. All work recommended in such report to repair damage caused by infestation or infection of wood-destroying pests or organisms and all work to correct conditions that caused such infestation or infection shall be performed at the expense of Owner.

E. Insurance. 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. Owner shall provide City with evidence of required insurance coverage at the closing on the Home and upon request. If the Home is damaged or destroyed and Owner elects not to rebuild or repair the Home, Owner shall pay City the portion of any insurance proceeds received by Owner for such destruction or damage that is in excess of a Very Low Income Housing Cost.

5. Resale or Transfer.

A. Transfer. Any Transfer of the Home will be subject to the provisions of this Agreement including, without limitation, the exercise of the City Purchase Option. 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, mortgage or a deed of trust, including any refinancing of the First Lender Loan or the Additional Financing, if any, and of any other lien, mortgage or deed of trust. A Transfer shall not include a Transfer of any of the following, which are each a "**Permitted Transfer**":

- (i) To an existing Spouse;
- (ii) By Owner to a Spouse where Spouse becomes the co-owner of the Home;
- (iii) Between Spouses as part of a dissolution proceeding;
- (iv) To an existing Spouse by devise or inheritance following the death of Owner;
- (v) To an existing joint tenant with the right of survivorship upon the death of Owner, provided the joint tenant(s) are listed as parties to this Agreement as of the date of this Agreement; or
- (vi) By Owner to an inter vivos revocable trust or living trust for purposes of estate planning in which Owner is the beneficiary, trustor and trustee.

B. Notice of Permitted Transfer; Other Conditions. Owner shall provide written notice of all Permitted Transfers to City within thirty (30) days of the date of the Permitted Transfer; and Owner shall continue to occupy the Home as Owner's principal place of residence, except where the Permitted Transfer occurs because of 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.

C. Inheritance. In the event a Transfer occurs by devise or inheritance due to the death of Owner, the administrator of Owner's estate or the person inheriting the Home shall provide written notice to City of Owner's death within sixty (60) days of the date of death.

(i) Prior to taking title to the Home, the person inheriting the Home ("**Inheriting Owner**") shall provide City with income information, to be verified by City, so that City may determine if Inheriting Owner is a Very Low Income Household. If Inheriting Owner fails to provide required financial information and/or documentation, Inheriting Owner shall be deemed not to qualify as a Very Low Income Household. If Inheriting Owner qualifies as a Very Low Income Household, Inheriting Owner shall succeed to Owner's interest and obligations under this Agreement, the City Note, and the City Deed of Trust, and new documents acceptable to City shall be executed between Inheriting Owner and City and recorded against the Home, and the documents with Inheriting Owner shall have a remaining term of fifty-five (55) years.

(ii) If Inheriting Owner fails to qualify as a Very Low Income Household, Inheriting Owner shall be required to Transfer the Home as set forth in Section 5.D. Inheriting Owner may own and occupy the Home for up to twelve (12) months prior to providing to City an Owner's Notice of Intent to Sell and must remain in compliance with the requirements of this Agreement, the City Note and the City Deed of Trust. Inheriting Owner

shall not be required to occupy the Home during this twelve (12)-month time period but shall not rent the Home.

(iii) If Inheriting Owner is a minor child, such Inheriting Owner and Inheriting Owner's legal guardian may occupy the Home for the time period prescribed in California Probate Code Section 6500 without City determining that the legal guardian qualifies as a Very Low Income Household.

D. Sale of the Home; City Purchase Option.

(i) If Owner intends to Transfer or vacate the Home at any time during the term of this Agreement, Owner shall promptly give City written notice of such intent ("**Owner's Notice of Intent to Sell**"). Owner shall give 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. Owner's Notice of Intent to Sell shall include: (i) the address of the Home; (ii) the date on which Owner intends to vacate the Home; (iii) the date the Home will be placed on the market; and (iv) Owner's daytime phone number.

(ii) Commencing on the date Owner delivers to City Owner's Notice of Intent to Sell, City or its designee, including another Very Low Income Household (collectively referred to in this Section 5.D as "**City**"), shall have the right ("**City Purchase Option**") for a period of ninety (90) days ("**Option Exercise Period**") to purchase the Home at the lesser of (i) the Fair Market Value, or (ii) the Purchase Price. The exercise of the City Purchase Option shall be in City's sole and absolute discretion, and City shall have no obligation to Owner, a successor in interest to Owner, or any other person to exercise the same. City or its designee shall exercise the City Purchase Option by delivering notice of the same to Owner, together with City's calculation of the Purchase Price and a Purchase Agreement and Joint Escrow Instructions acceptable in form and substance by City ("**Purchase Agreement**"), which has been executed by City. Owner shall countersign the Purchase Agreement and promptly return a fully executed copy thereof to City within five (5) days of receipt. Within sixty (60) days of the date of the Purchase Agreement, City shall complete the purchase of the Home, bearing all customary closing costs for buyers in San Mateo County with Owner paying the balance of such costs. 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. Upon close of escrow and recordation of the deed to the Home, this Agreement shall be released from the Home.

(iii) Exercise of the City Purchase Option during the Option Exercise Period shall be in writing and state the Purchase Price. The notice shall be sent via certified mail through USPS to Owner at the Home. The Home shall be sold to City in "**saleable condition**" as defined in the Guidelines following an inspection by City, which inspection Owner shall allow to occur in advance of City's exercise of the City Purchase Option. Owner's Notice of Intent to Sell delivered to City shall be deemed an offer to sell and City's acceptance of Owner's Notice of Intent to Sell shall be deemed an acceptance of such offer and shall collectively constitute a legally binding contract to transfer title to the Home from Owner to City that may not be withdrawn without the written consent of City,

(iv) Within five (5) days of City's exercise of the City Purchase Option and full execution by City of the Purchase Agreement, an escrow account shall be opened by City at a title company selected by City. Closing shall occur within sixty (60) days of opening

escrow. At closing, the title insurance company shall issue to City a CLTA owner's title insurance policy, in a form reasonably approved by City and subject only to such title exceptions as reasonably approved by City. Taxes and assessments shall be prorated as of the date of closing. Taxes must be paid current as of the closing date and all liens must be satisfied and removed from title unless City expressly agrees otherwise in writing. City or designee shall pay the cost of the title insurance. The title company shall utilize the form of escrow agreement customarily used for residential transactions with Menlo Park, modified to the extent necessary to conform to the transaction and otherwise acceptable to City. If the Home is sold to a Very Low Income Household, then prior to closing, City and the Very Low Income Household shall deliver executed documents acceptable to City in form and substance to replace this Agreement, the City Note and the City Deed of Trust, which City Deed of Trust shall be recorded at closing. The Very Low Income Household must also certify at closing that such household will occupy the Home as its primary residence. At closing, Owner shall convey title to City by grant deed and otherwise in conformance with this Agreement, the Guidelines and BMR Ordinance.

(v) In addition to the foregoing, City shall also have the right to exercise the City Purchase Option upon the occurrence of any of the following: (a) a notice of default or notice of sale is recorded against the Home by any lienholder (subject to any rights of Owner to cure the underlying default); (b) a Transfer occurs (excluding a Permitted Transfer) and continues in effect beyond any applicable cure period; (c) Owner fails to occupy the Home as Owner's principal residence in violation of the terms of this Agreement; or (d) the occurrence of any other Default under this Agreement. City may, in its sole discretion, assign this purchase right to another designee, including a Very Low Income Household, and may reassign such rights to another Very Low Income Household if the initial or any subsequent Very Low Income Household fails or is unable to complete a purchase and sale transaction, and in such event, applicable timelines and deadlines shall be extended, as reasonably determined by City. City's right to exercise the City Purchase Option shall survive any transfer of the Home for the duration of the City Purchase Option.

(vi) If City does not exercise the City Purchase Option and close on the Home, Owner shall retain a real estate agent, real estate broker or similar professional to assist Owner with the sale of the Home and the identification of a Very Low Income Household qualified to purchase the Home ("**Proposed Purchaser**"). 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 City shall not be liable for any such cost. Owner shall use bona fide good faith efforts to sell and shall be required 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 Proposed Purchasers, and providing Proposed Purchasers with eligible purchaser requirements, including income qualifications. Owner shall provide to City a fully executed and dated copy of the agreement ("**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. Any Proposed Purchaser of the Home shall be a Very Low Income Household. Closing costs paid by the Proposed Purchaser shall be reasonable and customary in San Mateo County.

(vii) City shall verify that the sale of the Home to the Proposed Purchaser fully complies with this Section 5.D. As a condition of City's approval of any sale of

the Home, Proposed Purchaser shall execute documents acceptable to City in form and substance to replace this Agreement, the City Note and the City Deed of Trust, which City Deed of Trust shall be recorded at closing. If escrow closes without the foregoing documents being executed by Proposed Purchaser and recorded as part of the escrow, Owner shall be in Default of this Agreement. Further, certified copies of all of the foregoing documents shall be delivered to 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 request.

(viii) If Owner does not sell and close (as evidenced by recordation of a grant deed from Owner to a third-party purchaser) on the Home pursuant to the Listing Agreement within one hundred eighty (180) days of the date of the Listing Agreement, Owner shall deliver to City a written notice advising City that a sale and closing have not occurred. Upon City's receipt of such notice, the City Purchase Option and the Option Exercise Period related thereto, shall become effective again in accordance with the terms and conditions of this Section 5.D, except that the Option Exercise Period shall commence on the date City receives the notice from Owner that no sale or closing has occurred. If Owner fails to timely deliver the above described notice to City, Owner shall not be entitled to take any other affirmative steps to sell the Home, including, extending the Listing Agreement, entering into another listing agreement or listing the Home on the Multiple Listing Service.

E. City Approval of Proposed Sale by Owner.

(i) Owner and any Proposed Purchaser shall provide the following information and documents to City within ten (10) days of an offer from Proposed Purchaser:

(a) The name, address and telephone number in writing of Proposed Purchaser.

(b) A signed financial statement of Proposed Purchaser in a form acceptable to City and any other supporting documentation requested by City. Owner acknowledges that 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 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 Proposed Purchaser is unemployed and has no such tax return, another form of independent verification of income. The financial information shall be used by City to determine the income eligibility of Proposed Purchaser.

(ii) 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.

(iii) Within fifteen (15) days of receipt of the documentation and information described in subsections (i) and (ii) of this Section 5.E., City shall approve or disapprove Proposed Purchaser and the terms of sale. Within ten (10) days of City's approval, Owner and Proposed Purchaser shall notify 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.

F. Payment of Excess Sales Proceeds. Owner agrees that it is obligated

under this Agreement to execute the City Note and City Deed of Trust and pay any Excess Sales Proceeds to City upon any Transfer of the Home. This amount constitutes a debt of Owner to City, further evidenced by the City Note and secured by the City Deed of Trust. Owner acknowledges that City shall have no obligation to cause termination of this Agreement or reconveyance of the City Deed of Trust until any Excess Sales Proceeds due to City are paid. City shall use such proceeds for the Program.

G. Refinance and Subordinate Loans.

(i) Any refinancing of the First Lender Loan, the Additional Financing (if any), and other subordinate loans shall require City's advance written approval.

(ii) Subordinate loans, including second or junior loans and equity lines of credit, are not permitted except as approved in advance and in writing by City.

H. Prohibition on Leasing. Owner may not lease or rent the Home, or enter into any contract transferring physical possession of the Home, for any period of time without the prior, written consent of City, and such transfer shall be subject to such further conditions as may be necessary to ensure compliance with the purpose and intent of the Program. Any prospective tenant approved by City shall execute a rental agreement or lease in form and substance acceptable to City under the terms of which the tenant shall assume all of the obligations and duties and agree to be bound by the restrictions of this Agreement, provided that Owner shall not be released from all or any of such obligations and duties herein. Notwithstanding the foregoing, Owner may not lease or rent the Home on a short-term basis, including through a rental platform such as Airbnb, VRBO or comparable platform.

I. 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 contained herein shall be subordinate to any mortgage ("First Deed of Trust") held by a Senior Lien Holder of any of the BMR Units 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 an owner purchased the particular BMR 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 for each BMR Unit and to all advances heretofore made or which may hereafter be made pursuant to each 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 each First Deed of Trust, curing defaults by Owner under each First Deed of Trust or for any other purpose expressly permitted by each First Deed of Trust, or (b) constructing, renovating, repairing, furnishing, fixturing or equipping any of the BMR Units. The terms and provisions of the First Deed of Trust with respect to each BMR Unit 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 a First Deed of Trust applicable to a particular BMR Unit, any provisions herein or any provisions in any other collateral agreement restricting the use of the BMR Unit to low or moderate income households or otherwise restricting Owner's ability to sell the BMR Unit shall have no further force or effect on subsequent owners or purchasers of the particular BMR Unit. Any person, including his or her successors or assigns (other than Owner), receiving title to a BMR Unit through a foreclosure or deed in lieu of foreclosure of the relevant First Deed of Trust shall receive title to the particular BMR Unit free and clear from such restrictions.

Further, if the Senior Lien Holder acquires title to a BMR Unit pursuant to a deed in lieu of foreclosure, the lien of this Agreement shall automatically terminate with respect to the particular BMR Unit upon the Senior Lien Holder's acquisition of title, provided that (i) City was given written notice of a default under the relevant First Deed of Trust, (ii) City was given a reasonable period of time under the relevant 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 relevant Senior Lien Holder, within sixty (60) days of City's receipt of the written notice of default from the Senior Lien Holder. Any and all deeds of trust recorded against a BMR Unit, other than the First Deed of Trust held by the Senior Lien Holder and/or such Senior Lien Holder's successor or designee of its interest, shall be subordinate and subject to the terms and provisions of this Agreement.

6. Advances by City. If City advances any amounts for the payment of mortgages, including, without limitation, the curing of defaults on or the payment in full of the First Lender Loan or any Additional Financing, or cures a default on or pays off any other liens, loans, home equity lines of credit, taxes, assessments, insurance premiums, homeowner's fees, late fees, costs, interest, attorneys' fees, pest inspections, resale inspections and other expenses related to the Home, which Owner failed to pay, permitted to become delinquent or allowed to encumber title to the Home in violation of this Agreement, City shall be entitled to a lien against the Home in the amount of all costs and expenses incurred by City, and such sums shall be added to the principal amount of the City Note, shall be secured by the City Deed of Trust and City may deduct such sums from the proceeds of any sale of the Home.

7. Covenant Running with the Land. The terms and conditions in this Agreement are intended to run with the land and shall bind Owner and all successors, heirs, grantees and assigns, unless and until expressly superseded by subsequently recorded agreements. The terms and conditions contained in this Agreement shall be made part of each deed subsequently recorded and shall bind each successor in interest until the earlier of (a) fifty-five (55) years from the date of recordation, or (b) the recordation of a subsequent and superseding agreement. This Agreement and the covenants contained herein shall survive any Transfer of the Home.

8. Non-Liability of City.

A. Nonliability for Negligence, Loss, or Damage. Owner acknowledges and agrees that the relationship between Owner and City is solely that of an owner and an administrator of the City Program, and City does not undertake or assume 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 Home 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 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 City for any loss, damage, or other matter arising out of, or resulting from, any condition of the Home, and will hold City harmless from any liability, loss, or damage for these things.

B. Indemnity. Owner agrees to defend, indemnify, and hold City and its employees, agents, officers and elected and appointed officials harmless from any and all losses, damages, liabilities, claims, actions, judgments, costs, and reasonable attorneys' fees City may incur as a direct or indirect consequence of: (a) any Default by Owner; (b) the failure at any time of any of Owner's representations to City to be true and correct; or (c) Owner's

purchase, ownership, use or possession of the Home.

C. Survival. Owner agrees on behalf of itself and its heirs, successors, and assigns, that the provisions of Section 10 A. and B. shall survive the expiration or termination of this Agreement.

9. Security; Default; Remedies.

A. Security. As security for the performance of this Agreement, Owner has executed and delivered to City the City Note dated _____ and the City Deed of Trust dated _____, which City Deed of Trust shall be recorded immediately following recordation of this Agreement.

B. Default. The following events shall constitute a default ("**Default**") by Owner under this Agreement:

(i) Any material misrepresentation by Owner to obtain the benefits of the purchase of the Home or in connection with any of Owner's obligations under this Agreement;

(ii) Owner fails to occupy the Home as required under Section 4.C., and such failure continues uncured sixty (60) days following written notice by City;

(iii) Owner rents or leases the Home in violation of Section 5.H.;

(iv) Owner fails to provide information to City required under this Agreement necessary to determine Owner's compliance with the Agreement;

(v) 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 5;

(vi) A notice of default or a notice of sale is issued under the First Lender Loan, any Additional Financing or any other financing, lien or debt secured by the Home;

(vii) A lien is recorded against the Home other than as a result of a Transfer approved in writing by City, and Owner fails to discharge the lien within thirty (30) days of its recordation; provided, however, that nothing herein requires Owner to pay any claims for labor, materials or services which Owner in good faith disputes and is diligently contesting provided that 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 1/2 times the amount of such claim item to protect against a claim of lien;

(viii) Owner defaults on the City Note or the City Deed of Trust, subject to any notice and cure provision in such documents;

(ix) Owner declares bankruptcy or makes an assignment of assets for the benefit of creditors; and

(x) Owner otherwise commits a material default of this Agreement, and such default remains uncured thirty (30) days following written notice by City, provided that, if the default cannot reasonably be cured within thirty (30) days, Owner shall commence a cure within thirty (30) days, and shall effectuate a cure as soon as reasonably practicable thereafter.

C. Remedies. Upon a Default, 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.

D. Notice of Default.

(i) Owner covenants to cause to be filed for record in the Office of the Recorder a request for City to receive a copy of any notice of default and notice of sale under any deed of trust or mortgage with power of sale encumbering the Home pursuant to Section 2924(b) of the Civil Code of California. Such request shall specify that any such notice shall be mailed to the City of Menlo Park, Attn: Community Development Director, 701 Laurel Street, Menlo Park, CA 94025. If Owner fails to file such request for notice, City's Purchase Option shall commence on the date City obtains actual knowledge of a Transfer or proposed sale. City or its designee shall have the right to cure any notice of default. If the sale is not consummated and Owner retains ownership of the Home, City or its designee shall be entitled to recover its costs directly from Owner.

(ii) If City elects not to exercise City's Purchase Option upon a Default, any surplus to which Owner may be entitled pursuant to Code of Civil Procedure Section 727 shall be paid as follows: (a) to Owner - that portion of surplus, if any, up to but not exceeding the amount that Owner would have received after payment in full of all encumbrances on the Home and calculation of the Purchase Price as of the date of the foreclosure sale in accordance with this Agreement, and (b) to City - the balance, if any, to compensate City for the loss of the Home and to preserve the purposes of the City's Program.

10. Entirety of Agreement. This Agreement comprises the entire agreement between the Parties, and no other terms or conditions shall be deemed to apply, unless by a mutually executed, written amendment, modification or superseding agreement which references this Agreement and is recorded in the Official Records. Owner covenants that Owner has not, and will not execute any other agreement with provisions contradictory to or in opposition to the provisions hereof, and that in any event, Owner understands and agrees that this Agreement shall control the rights and obligations between and among the Parties and respective successors.

11. Controlling Law and Venue. The terms of the Agreement shall be interpreted under the laws of the State of California without regard to principles of conflict of laws. The Agreement was entered into and is to be performed in San Mateo County, which is the exclusive venue for any action or dispute arising out of the Agreement.

12. 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 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(s) had never been contained herein.

13. Distribution of Insurance and Condemnation Proceeds. In the event the Home is condemned or destroyed (or in the event the Home is a unit in a condominium project and the condominium project is destroyed and insurance proceeds are distributed to Owner instead of being used to rebuild), if proceeds are distributed to Owner; or in the event of termination of the condominium, liquidation of the association and distribution of the assets of the association to the members thereof, including Owner, any surplus of proceeds so distributed remaining after payment of encumbrances on the Home shall be distributed as follows: (a) to Owner - that portion of surplus, if any, up to but not exceeding the amount that Owner would have received after payment in full of all encumbrances on the Home and calculation of the Purchase Price as of the date of the destruction, condemnation valuation date or liquidation in accordance with this Agreement, and (b) to City - the balance, if any, to compensate City for the loss of the Home and to preserve the purposes of the City's Program.

14. Non-waiver. Any waiver of any term or provision of this Agreement must be in writing. The failure of City to take an action to enforce a right or to seek a remedy under the terms and conditions of this Agreement shall not be deemed to be a waiver by City to take such action or enforce any rights it may otherwise have pursuant to this Agreement.

15. Compliance with the Menlo Park Municipal Code. It is the purpose and intent of this Agreement to fulfill and be consistent with the requirements set forth in the BMR Ordinance and the Guidelines, which are incorporated herein by reference, as such may be amended from time to time hereafter. In the event of a discrepancy or conflict between a particular provision of this Agreement and any provision of the BMR Ordinance and/or the Guidelines, the provisions of the BMR Ordinance and/or the Guidelines, shall control.

16. Notices. All notices required herein shall be sent to the following addresses:

CITY:

Community Development Director
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

OWNER:

Menlo Park, CA 94025

DATED: _____

Menlo Park, CA 94025

City of Menlo Park
Justin I. C. Murphy, City Manager

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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

STATE OF CALIFORNIA }

COUNTY OF SAN MATEO }

On _____ before me, _____, Notary Public, personally appeared _____ Justin Murphy 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 Section is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

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

STATE OF CALIFORNIA }

COUNTY OF SAN MATEO }

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
Legal Description

ALL THAT REAL HOME SITUATED IN THE CITY OF MENLO PARK,
COUNTY OF SAN MATEO, STATE OF CALIFORNIA, DESCRIBED AS
FOLLOWS:

EXHIBIT B
City Note

NOTICE TO OWNER: THIS DOCUMENT CONTAINS PROVISIONS RESTRICTING
RESALES AND ASSUMPTIONS.

PROMISSORY NOTE
SECURED BY DEED OF TRUST

(City of Menlo Park Below Market Rate Housing Unit)

Menlo Park, California

[Date]

For valuable consideration, pursuant to this Promissory Note Secured by Deed of Trust ("**Note**"), the undersigned, _____ ("**Owner**"), promises to pay the City of Menlo Park, a California municipal corporation ("**City**"), at _____, Menlo Park, California, Attn: _____, or such other place as City may designate in writing, all Excess Sales Proceeds and any other advances and sums paid by City pursuant to the Resale Restriction Agreement.

1. Purpose of Note. Owner is purchasing the residential unit located at _____ in the City of Menlo Park ("**Home**") pursuant to the City of Menlo Park's affordable housing program, which provides for the purchase of homes by very low income households at affordable prices. Because the Purchase Price has been calculated to accommodate a very low income buyer, as described in the Resale Restriction Agreement, Owner has agreed, on the date of any Transfer of the Home, to pay to City any Excess Sales Proceeds, as well as any other advances and sums paid by City. This Note evidences the obligation of Owner to pay to City upon any Transfer of the Home any Excess Sales Proceeds, plus any other sums advanced or paid by City in connection with the Home.

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.
- (b) "**Deed of Trust**" shall have the meaning set forth in Section 4.
- (c) "**Excess Sales Proceeds**" shall have the meaning set forth in the Resale Restriction Agreement.
- (d) "**Home**" shall have the meaning set out in Section 1.
- (e) "**Note**" shall have the meaning set forth the opening paragraph.
- (f) "**Owner**" shall have the meaning set forth in the opening paragraph.

(g) **"Purchase Price"** shall have the meaning set forth in the Resale Restriction Agreement.

(h) **"Resale Restriction Agreement"** shall mean that certain Agreement and Deed Restrictions Regarding Resale Controls for Below Market Rate Home executed by Owner and 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.

(i) **"Term"** shall mean the term of this Note, which shall be the same as the term of the Resale Restriction Agreement.

(j) **"Transfer"** shall have the meaning set forth in the Resale Restriction Agreement.

(k) **"Very Low Income Household"** means a household whose Gross Income does not exceed the qualifying limit for very low income households as established and amended from time to time by the U.S. Department of Housing and Urban Development ("HUD") pursuant to Section 8 of the United States Housing Act of 1937 and published by the California Department of Housing and Community Development ("HCD") pursuant to Section 50105 of the California Health and Safety Code, adjusted for Actual Household Size

3. Payments. In the event any Excess Sales Proceeds and/or other sums 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 City to declare them due in the event of a Transfer.

4. Security. This Note is secured by that certain Deed of Trust and Security Agreement dated the same date as this Note, executed by Owner and City and recorded on _____, in the Official Records of San Mateo County as Instrument No. _____ (**"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. Owner shall be in default under this Note if he, she, they are in default under the Resale Restriction Agreement. Upon the occurrence of a default under this Note, the full amount of any Excess Sales Proceeds and other sums due under the Resale Agreement shall be immediately due and payable.

7. Nondiscrimination. 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 Owner or any person claiming under or through 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 elected and appointed officials 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 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 City to pursue its legal and equitable remedies upon default shall not constitute a waiver of City's right to declare a default and exercise all of its rights under this Note, the Resale Restriction Agreement and/or the Deed of Trust. Nor shall acceptance by City of any payment provided for herein constitute a waiver of 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, Owner shall 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, 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 Owner:

At the address of the Home.

To City:

City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Manager

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. City may assign its right to receive the proceeds under this Note to any person and upon notice to Owner by 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 City and Owner and any amendment, alteration or interpretation of this Note must be in writing signed by both City and Owner.

OWNER:

By: _____
Name: _____

By: _____
Name: _____

EXHIBIT C
City Deed of Trust

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

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

APN: _____

Exempt From Recording Fee Per _____ (Space above for Recorder's
Use)
Government Code Section 27383 and Building Homes & Jobs Trust Fund Fee Per
Government Code Section 27388.1(a)(2)(D)

DEED OF TRUST
AND SECURITY AGREEMENT
([Insert Home Address])

This Deed of Trust and Security Agreement ("**Deed of Trust**") is made as of
_____, 20__, by and among _____ ("**Owner**"), as
trustor, whose address is _____,
_____, as trustee ("**Trustee**"), and the City of Menlo Park, a California
municipal corporation ("**City**"), as beneficiary.

Owner, in consideration of valuable consideration and the terms and conditions
contained herein, irrevocably grants, transfers, conveys and assigns to Trustee, in trust,
with power of sale, the following property located in San Mateo County, California:
_____, Menlo Park, California, as described in
Exhibit A attached hereto and incorporated herein ("**Home**").

TOGETHER with all the improvements now or hereafter erected on or about the
Home, and all easements, rights, appurtenances, and all fixtures now or hereafter
attached to the Home, all of which, including replacements and additions thereto, shall
be deemed to be and remain a part of the Home and its property and are 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 on which the Home sits, which are necessary to the complete
and comfortable use and occupancy of such Home, 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 the Home or 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 Home, building or buildings in any manner; and all of the foregoing, together with the Home and its property, is herein referred to as the "**Security**";

To have and to hold the Security together with acquittances to Trustee, its successors and assigns forever;

TO SECURE to City the performance of the covenants, conditions and agreements of Owner contained in that certain Agreement and Deed Restrictions Regarding Resale Controls For Below Market Rate Home executed by and between Owner and City of even date herewith ("**Resale Restriction Agreement**");

TO SECURE to City the payment of Excess Sales Proceeds, plus other sums advanced or paid by City in connection with the Home, as described in the Resale Restriction Agreement, that may become due from Owner to City, which payment obligation is further evidenced by that certain Promissory Note Secured by Deed of Trust executed by Owner in favor of City dated of even date herewith ("**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, conditions and agreements of Owner herein contained.

OWNER AND CITY COVENANT AND AGREE AS FOLLOWS:

1. Owner's Estate. 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: (a) that deed of trust executed by Owner in connection with a first purchase money loan made to Owner by _____ ("**First Lender**"), securing a promissory note executed by Owner in favor of First Lender ("**First Lender Note**") to assist in the purchase of the Home; (b) the Resale Restriction Agreement, and (c) *[add Additional Financing described in the Resale Restriction Agreement, if any]*. Owner agrees to warrant and defend generally 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 City's interest in the Security. As used in this Deed of Trust, the term "First Lender" shall include all successors and assigns of First Lender.

2. Payment of Excess Sales Proceeds. Owner will promptly pay to City, when and if due pursuant to the Resale Restriction Agreement, the Excess Sales Proceeds (as defined in the Resale Restriction Agreement), plus any other advances and sums paid by City and due and owing to City under the Resale Restriction Agreement.

3. Resale Restriction Agreement. Owner will observe and perform all of the covenants and agreements of the Resale Restriction 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 City, Owner will promptly furnish to 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 ("**First Lender Deed of Trust**") [and - *add Additional Financing described in the Resale Restriction Agreement, if any*], so long as Owner will agree in writing to the payment of the obligation(s) secured by such lien(s) in a manner acceptable to City, or will, in good faith, contest such lien(s) by, or defend enforcement of such lien(s) in, legal proceedings which operate to prevent the enforcement of the lien(s) 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 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 City.

All insurance policies and renewals thereof will be in a form acceptable to City and will include a standard mortgagee clause with standard lender's endorsement in favor of the holder of the First Lender Note [*add Additional Financing described in the Resale Restriction Agreement, if any*] and City as their interests may appear and in a form acceptable to City. 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 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 City or its designated agent. City, or its designated agent, may make proof of loss if not made promptly by Owner. City shall receive thirty (30) days advance written notice of cancellation of any insurance policies required under this Section 5.

Unless 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 Restriction Agreement, with the excess, if any, paid to Owner. If the Security is abandoned by

Owner, or if Owner fails to respond to 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, City, or its designated agent, is authorized to collect and apply the insurance proceeds at City's option either to restoration or repair of the Security or to pay amounts due under the Resale Restriction Agreement.

If the Security is acquired by 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 automatically pass to 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 Owner has not cured such condition within thirty (30) days after receiving a notice of such a condition from City, then in addition to any other rights available to City, 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 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 City, at City's option, upon notice to Owner, may make such appearances, disburse such sums and take such action as it determines necessary to protect 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, paid or advanced by City pursuant to this Deed of Trust, with interest thereon, shall be added to the principal balance of the Note and 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 Deed of Trust will require 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. City may make or cause to be made reasonable entries upon and inspections of the Security; provided that City will give Owner reasonable notice of inspection.

9. Forbearance by the City Not a Waiver. Any forbearance by 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 City will not be a waiver of 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, the Note, the Resale Restriction Agreement 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 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 Owner shall be to the address of the Home, and notice to 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, the Note or the Resale Restriction Agreement conflicts with applicable law, such conflict will not affect other provisions of this Deed of Trust, the Note or the Resale Restriction Agreement which can be given effect without the conflicting provision, and to that end the provisions of the Deed of Trust, the Note and the Resale Restriction 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. 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 Owner or any person claiming under or through 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 and its employees, agents, officers and elected and appointed officials 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 Restriction Agreement, this Deed of Trust or the Note; 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, 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, 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 Home and the Security, 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, City shall be entitled to exercise every right provided for in this Deed of Trust, the Note, the Resale Restriction Agreement 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 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.

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 City's acceleration of the sums secured by this Deed of Trust, Owner will have the right to have any proceedings begun by 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, the Note or the Resale Restriction Agreement has occurred; (b) Owner cures all breaches of any other covenants or agreements of Owner contained in the Resale Restriction Agreement, the Note 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 Restriction Agreement, the Note 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 Restriction Agreement and Note 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 Home. Upon a Transfer (as defined in the Resale Restriction Agreement) of the Home or any interest in it, City shall require immediate payment in full of all sums secured by this Deed of Trust or due and owing under the Note or Resale Restriction Agreement.

23. Reconveyance. Upon performance of all obligations of the Resale Restriction Agreement and expiration of its term and upon payment of all sums secured by this Deed of Trust, City will request Trustee to reconvey the Security and will surrender this Deed of Trust, the Note and the Resale Restriction 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. City, at 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 Trustee herein and by applicable law.

25. Superiority of First Lender Loan Documents. *[add Additional Financing described in the Resale Restriction Agreement, if any]* 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 Resale Restriction 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 by Owner under the First Lender Deed of Trust. 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 Home and the Security; provided, however, if the holder of such First Lender Deed of Trust acquires title to the Home pursuant to a deed or assignment in lieu of foreclosure and notice of default was recorded against the Home in connection therewith, this Deed of Trust shall automatically terminate upon such acquisition of title, provided that: (a) City has been given written notice of default under such First Lender Deed of Trust with a sixty (60)-day cure period, and (b) 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.

[signatures on following page]

26. Request for Notice. Owner requests that copies of the notice of default and notice of sale be sent to City in the manner set forth in Section 13.

IN WITNESS WHEREOF, Owner has executed this Deed of Trust as of the date first written above.

Owner

By: _____

Name: _____

By: _____

Name: _____

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

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

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 Menlo Park, and is described as follows:

[Insert Legal Description Here.]

APN: _____

Exhibit D

Insurance Requirements

Prior to initiating work on the Project and continuing throughout the Affordability Period, Developer shall obtain and maintain the following policies of insurance and shall comply with all provisions set forth in this Exhibit.

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

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

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

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

(d) Builder's Risk: Upon commencement of any construction work on the Property, Developer and all contractors working on behalf of Developer shall maintain a policy of builder's all-risk insurance in an amount not less than the full insurable cost of

Exhibit D

the Project on a replacement cost basis naming City as loss payee as its interests may appear.

(e) Professional Liability/Errors and Omissions: Developer shall require any architects, engineers, and general contractors working on the Property to maintain Professional Liability/Errors and Omissions insurance with limits not less than Two Million Dollars (\$2,000,000) each claim. Certificates evidencing this coverage must reference both Developer and City, its heirs, successors, assigns, elected and appointed officials, employees and agents (“**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 Execution 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 Execution Date, Developer must purchase, or require the provision of, extended period coverage for a minimum of three (3) years after completion of construction.

(f) Property: Developer shall maintain property insurance covering all risks of loss, including earthquake and flood (if required) for 100% of the replacement value of the Project with deductible, if any, in an amount acceptable to City, 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: Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$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 One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) annual aggregate.

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

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

(d) Employer’s Liability:

Bodily Injury by Accident – One Million Dollars (\$1,000,000) each accident.

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Bodily Injury by Disease – One Million Dollars (\$1,000,000) policy limit.

Bodily Injury by Disease – One Million Dollars (\$1,000,000) each employee.

(e) Professional Liability/Errors and Omissions: Two Million Dollars (\$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 Execution Date nor more than once in every three (3) year period) to address changes in circumstance, including, but not limited to, changes in inflation and the litigation climate in California. City shall give written notice to Developer of any such adjustments, and Developer shall provide City with amended or new insurance certificates or endorsements evidencing compliance with such adjustments within thirty (30) days following receipt of such notice.

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

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

(a) The Indemnitees are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of Developer; products and completed operations of Developer; premises owned, occupied or used by Developer; or automobiles owned, leased, hired or borrowed by Developer. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees. Additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

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

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

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

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

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

(h) It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. For all liability insurance required by this Agreement, Developer (and Developer's contractors, as applicable) shall obtain endorsements that name the Indemnitees as additional insured in the full amount of all applicable policies, notwithstanding any lesser minimum limits specified in this Agreement. This Agreement requires Developer (and Developer's contractors, as applicable) to obtain and provide for the benefit of the Indemnitees, additional insured coverage in the same amount of insurance carried by

Exhibit D

Developer (or Developer's contractors, as applicable), but in no event less than the minimum amounts specified in this Agreement. In the event that Developer (or Developer's contractors as applicable) obtains insurance policies that provide liability coverage in excess of the amounts specified in this Agreement, the actual limits provided by such policies shall be deemed to be the amounts required under this Agreement. Without limiting the foregoing, the limits of liability coverage specified in this Agreement are not intended, nor shall they operate, to limit City's ability to recover amounts in excess of the minimum amounts specified in this Agreement.

(i) The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before 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 Execution Date of this Agreement, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (a), (b), (c), and (e) of Section 1, duly executed endorsements evidencing the Indemnitees' status as additional insured, and all other endorsements and coverage required hereunder pertaining to such coverage. Prior to commencement of any construction work on the Property, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraphs (d) and (g) of Section 1. Prior to City's issuance of a final certificate of occupancy or equivalent for the Project, Developer shall furnish City with certificates of insurance in form acceptable to City evidencing the insurance coverage required under paragraph (f) of Section 1. Developer shall furnish City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf.

7. Insurance Certificates and Endorsements. Developer shall submit to City all of the necessary insurance documents, including the applicable amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of required Developer policies listing all required policy endorsements to City. Insurance Certificates and Endorsements are to be received and approved by City within the time periods specified in Section 6. Should Developer cease to have insurance as required at any time, all work by Developer pursuant to this Agreement shall cease until insurance acceptable to City is provided.

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Upon City's request, Developer shall, within thirty (30) days of the request, provide or arrange for the insurer to provide to City, complete certified copies of all insurance policies required under this Agreement. City's failure to make such request shall not constitute a waiver of the right to require delivery of the policies in the future.

Exhibit D

Section	Standard or Guideline	Requirement	Evaluation
E.3.1 Development Intensity			
E.3.1.01	Standard	Business and Professional office (inclusive of medical and dental office) shall not exceed one half of the base FAR or public benefit bonus FAR, whichever is applicable.	Concession
E.3.1.02	Standard	Medical and Dental office shall not exceed one third of the base FAR or public benefit bonus FAR, whichever is applicable.	N/A - not an a Medical or Dental office use
E.3.2 Height			
E.3.2.01	Standard	Roof-mounted mechanical equipment, solar panels, and similar equipment may exceed the maximum building height, but shall be screened from view from publicly-accessible spaces	Complies - MEP equipment concealed by roof parapets, See AO3.10 and AO3.20a
E.3.2.02	Standard	Vertical building projections such as parapets and balcony railings may extend up to 4 feet beyond the maximum façade height or the maximum building height, and shall be integrated into the design of the building.	Complies - railings are 42", See AO3.10
E.3.2.03	Standard	Rooftop elements that may need to exceed the maximum building height due to their function, such as stair and elevator towers, shall not exceed 14 feet beyond the maximum building height. Such rooftop elements shall be integrated into the design of the building.	Complies - Stairs, Elevator and Restroom Penthouse all below 14' above max building height, See AO3.10
E.3.3 Setbacks and Projections within Setbacks			
E.3.3.01	Standard	Front setback areas shall be developed with sidewalks, plazas, and/or landscaping as appropriate.	Complies - new landscaping provided in front and side yards (Oak Grove and Crane Street). See L1.00
E.3.3.02	Standard	Parking shall not be permitted in front setback areas.	Complies - all parking located in ground level parking podium.
E.3.3.03	Standard	In areas where no or a minimal setback is required, limited setback for store or lobby entry recesses shall not exceed a maximum of 4-foot depth and a maximum of 6-foot width.	N/A - setback range between 10' - 20'
E.3.3.04	Standard	In areas where no or a minimal setback is required, building projections, such as balconies, bay windows and dormer windows, shall not project beyond a maximum of 3 feet from the building face into the sidewalk clear walking zone, public right-of-way or public spaces, provided they have a minimum 8-foot vertical clearance above the sidewalk clear walking zone, public right-of-way or public space.	N/A - setback range between 10' - 20'
E.3.3.05	Standard	In areas where setbacks are required, building projections, such as balconies, bay windows and dormer windows, at or above the second habitable floor shall not project beyond a maximum of 5 feet from the building face into the setback area.	Complies - Existing roof eave projects 4'-0" from face of building. See AO3.10
E.3.3.06	Standard	The total area of all building projections shall not exceed 35% of the primary building façade area. Primary building façade is the façade built at the property or setback line.	Complies - Existing commercial building roof eave projects 4'-0" from face of building and is less than 35% of facade area. See AO3.02 & AO3.05
E.3.3.07	Standard	Architectural projections like canopies, awnings and signage shall not project beyond a maximum of 6 feet horizontally from the building face at the property line or at the minimum setback line. There shall be a minimum of 8-foot vertical clearance above the sidewalk, public right-of-way or public space.	Complies - Existing commercial building roof eave projects 4'-0" from face of building. See AO3.02
E.3.3.08	Standard	No development activities may take place within the San Francisquito Creek bed, below the creek bank, or in the riparian corridor.	N/A - Not located within boundary
E.3.4 Massing and Modulation			
E.3.4.1 Building Breaks			
E.3.4.1.01	Standard	The total of all building breaks shall not exceed 25 percent of the primary façade plane in a development.	N/A - building breaks not applicable in the D(A) zone
E.3.4.1.02	Standard	Building breaks shall be located at ground level and extend the entire building height.	N/A - building breaks not applicable in the D(A) zone
E.3.4.1.03	Standard	In all districts except the ECR-SE zoning district, recesses that function as building breaks shall have minimum dimensions of 20 feet in width and depth and a maximum dimension of 50 feet in width. For the ECR-SE zoning district, recesses that function as building breaks shall have a minimum dimension of 60 feet in width and 40 feet in depth.	N/A - building breaks not applicable in the D(A) zone
E.3.4.1.04	Standard	Building breaks shall be accompanied with a major change in fenestration pattern, material and color to have a distinct treatment for each volume.	N/A - building breaks not applicable in the D(A) zone
E.3.4.1.05	Standard	In all districts except the ECR-SE zoning district, building breaks shall be required as shown in Table E3.	N/A - building breaks not applicable in the D(A) zone

E.3.4.1.06	Standard	In the ECR-SE zoning district, and consistent with Table E4 the building breaks shall: □ Comply with Figure E9; □ Be a minimum of 60 feet in width, except where noted on Figure E9; □ Be a minimum of 120 feet in width at Middle Avenue; □ Align with intersecting streets, except for the area between Roble Avenue and Middle Avenue; □ Be provided at least every 350 feet in the area between Roble Avenue and Middle Avenue; where properties under different ownership coincide with this measurement, the standard side setbacks (10 to 25 feet) shall be applied, resulting in an effective break of between 20 to 50 feet. □ Extend through the entire building height and depth at Live Oak Avenue, Roble Avenue, Middle Avenue, Partridge Avenue and Harvard Avenue; and □ Include two publicly-accessible building breaks at Middle Avenue and Roble Avenue.	N/A - building breaks not applicable in the D(A) zone
E.3.4.1.07	Standard	In the ECR-SE zoning district, the Middle Avenue break shall include vehicular access; publicly-accessible open space with seating, landscaping and shade; retail and restaurant uses activating the open space; and a pedestrian/bicycle connection to Alma Street and Burgess Park. The Roble Avenue break shall include publicly-accessible open space with seating, landscaping and shade.	N/A - building breaks not applicable in the D(A) zone
E.3.4.1.08	Guideline	In the ECR-SE zoning district, the breaks at Live Oak, Roble, Middle, Partridge and Harvard Avenues may provide vehicular access.	Guidelines SDBL Exempt: N/A - building breaks not applicable in the D(A) zone
E.3.4.2 Façade Modulation and Treatment			
E.3.4.2.01	Standard	Building façades facing public rights-of-way or public open spaces shall not exceed 50 feet in length without a minor building façade modulation. At a minimum of every 50' façade length, the minor vertical façade modulation shall be a minimum 2 feet deep by 5 feet wide recess or a minimum 2 foot setback of the building plane from the primary building façade.	Complies - commercial building is exempt per §16.80.120(a) and residential structure employs modulation on Crane Street frontage that creates facades less than 50' in width.
E.3.4.2.02	Standard	Building façades facing public rights-of-way or public open spaces shall not exceed 100 feet in length without a major building modulation. At a minimum of every 100 feet of façade length, a major vertical façade modulation shall be a minimum of 6 feet deep by 20 feet wide recess or a minimum of 6 feet setback of building plane from primary building façade for the full height of the building. This standard applies to all districts except ECR NE-L and ECR SW since those two districts are required to provide a building break at every 100 feet.	Complies - commercial building is exempt per §16.80.120(a) and residential structure employs modulation on Crane Street frontage that creates facades less than 50' in width.
E.3.4.2.03	Standard	In addition, the major building façade modulation shall be accompanied with a 4-foot minimum height modulation and a major change in fenestration pattern, material and/or color.	Complies - commercial building is exempt per §16.80.120(a) and residential structure employs modulation on Crane Street frontage that creates facades less than 50' in width and utilizes a variety of materials, window treatments and roof forms.
E.3.4.2.04	Guideline	Minor façade modulation may be accompanied with a change in fenestration pattern, and/or material, and/or color, and/or height.	Guidelines SDBL Exempt: Complies - commercial building is exempt per §16.80.120(a) and residential structure employs modulation on Crane Street frontage that creates facades less than 50' in width and utilizes a variety of materials, window treatments and roof forms.
E.3.4.2.05	Guideline	Buildings should consider sun shading mechanisms, like overhangs, <i>bris soleils</i> and clerestory lighting, as façade articulation strategies.	Guidelines SDBL Exempt: Complies - commercial building is exempt per §16.80.120(a) and residential structure employs modulation on Crane Street frontage that creates facades less than 50' in width and utilizes a variety of materials, window treatments and roof forms.
E.3.4.3 Building Profile			
E.3.4.3.01	Standard	The 45-degree building profile shall be set at the minimum setback line to allow for flexibility and variation in building façade height within a district.	Waiver - this standard physically precludes the construction of the proposed residential structure as designed. In the case of the commercial building, we comply
E.3.4.3.02	Standard	Horizontal building and architectural projections, like balconies, bay windows, dormer windows, canopies, awnings, and signage, beyond the 45-degree building profile shall comply with the standards for Building Setbacks & Projection within Setbacks (E.3.3.04 to E.3.3.07) and shall be integrated into the design of the building.	Waiver - this standard physically precludes the construction of the proposed residential structure as designed. In the case of the commercial building, we comply
E.3.4.3.03	Standard	Vertical building projections like parapets and balcony railings shall not extend 4 feet beyond the 45-degree building profile and shall be integrated into the design of the building.	Waiver - this standard physically precludes the construction of the proposed residential structure as designed. In the case of the commercial building, we comply
E.3.4.3.04	Standard	Rooftop elements that may need to extend beyond the 45-degree building profile due to their function, such as stair and elevator towers, shall be integrated into the design of the building.	Waiver - this standard physically precludes the construction of the proposed residential structure as designed. In the case of the commercial building, we comply <i>H&K Comment: Whether rooftop elements are "integrated" is a subjective determination -- reasonable people can disagree. Therefore, this is a subjective requirement that cannot be imposed on the project, and no waiver should be required.</i>
E.3.4.4 Upper Story Façade Length			

E.3.4.4.01	Standard	Building stories above the 38-foot façade height shall have a maximum allowable façade length of 175 feet along a public right-of-way or public open space.	Complies - commercial building is exempt per §16.80.120(a) and residential structure employs modulation on Crane Street frontage that creates facades less than 175' in width.
E.3.5 Ground Floor Treatment, Entry and Commercial Frontage			
Ground Floor Treatment			
E.3.5.01	Standard	The retail or commercial ground floor shall be a minimum 15-foot floor-to-floor height to allow natural light into the space.	Complies - commercial building is exempt per §16.80.120(a) but ground floor height is 15'-0" floor-to-floor
E.3.5.02	Standard	Ground floor commercial buildings shall have a minimum of 50% transparency (i.e., clear-glass windows) for retail uses, office uses and lobbies to enhance the visual experience from the sidewalk and street. Heavily tinted or mirrored glass shall not be permitted.	Complies - glazing percentage exceeds 50% and will utilize new Solar Ban 70 Low E coated clear glazing as a replacement to existing tinted glazing.
E.3.5.03	Guideline	Buildings should orient ground-floor retail uses, entries and direct-access residential units to the street.	Guidelines SDBL Exempt: Complies - Both structures have primary entry points that address Oak Grove and Crane Street.
E.3.5.04	Guideline	Buildings should activate the street by providing visually interesting and active uses, such as retail and personal service uses, in ground floors that face the street. If office and residential uses are provided, they should be enhanced with landscaping and interesting building design and materials.	Guidelines SDBL Exempt: Complies - Both street frontages will have enhancements to public ROW including street trees as well as new landscaping and quality architectural finishes.
E.3.5.05	Guideline	For buildings where ground floor retail, commercial or residential uses are not desired or viable, other project-related uses, such as a community room, fitness center, daycare facility or sales center, should be located at the ground floor to activate the street.	Guidelines SDBL Exempt: Complies - Residential lobby faces Crane Street and the commercial building has compliant ground floor uses.
E.3.5.06	Guideline	Blank walls at ground floor are discouraged and should be minimized. When unavoidable, continuous lengths of blank wall at the street should use other appropriate measures such as landscaping or artistic intervention, such as murals.	Guidelines SDBL Exempt: Complies - Commercial building is predominantly transparent with new glazing systems and quality architectural materials. Ground floor lobby of residential building is predominantly transparent.
E.3.5.07	Guideline	Residential units located at ground level should have their floors elevated a minimum of 2 feet to a maximum of 4 feet above the finished grade sidewalk for better transition and privacy, provided that accessibility codes are met.	Guidelines SDBL Exempt: N/A - No ground floor units
E.3.5.08	Guideline	Architectural projections like canopies and awnings should be integrated with the ground floor and overall building design to break up building mass, to add visual interest to the building and provide shelter and shade.	Guidelines SDBL Exempt: Complies - Both structures have entrance canopies.
Building Entries			
E.3.5.09	Standard	Building entries shall be oriented to a public street or other public space. For larger residential buildings with shared entries, the main entry shall be through prominent entry lobbies or central courtyards facing the street. From the street, these entries and courtyards provide additional visual interest, orientation and a sense of invitation.	Complies - commercial building primary entry faces Oak Grove Ave and residential primary entry faces Crane Street.
E.3.5.10	Guideline	Entries should be prominent and visually distinctive from the rest of the façade with creative use of scale, materials, glazing, projecting or recessed forms, architectural details, color, and/or awnings.	Guidelines SDBL Exempt: Complies - Commercial building is predominantly transparent with new glazing systems and quality architectural materials. Ground floor lobby of residential building is predominantly transparent.
E.3.5.11	Guideline	Multiple entries at street level are encouraged where appropriate.	Guidelines SDBL Exempt: Complies - Commercial building has its main entry accessible from Oak Grove Ave and a secondary entry accessible from Crane Street. The residential building can only address Crane Street.
E.3.5.12	Guideline	Ground floor residential units are encouraged to have their entrance from the street.	Guidelines SDBL Exempt: N/A - No ground floor units
E.3.5.13	Guideline	Stoops and entry steps from the street are encouraged for individual unit entries when compliant with applicable accessibility codes. Stoops associated with landscaping create inviting, usable and visually attractive transitions from private spaces to the street.	Guidelines SDBL Exempt: N/A - No ground floor units
E.3.5.14	Guideline	Building entries are allowed to be recessed from the primary building façade.	Guidelines SDBL Exempt: Complies - Both structures have recessed, articulated entrances
Commercial Frontage			
E.3.5.15	Standard	Commercial windows/storefronts shall be recessed from the primary building façade a minimum of 6 inches	Complies - new replacement glazing systems will be set to the back of the existing walls to create the setback.
E.3.5.16	Standard	Retail frontage, whether ground floor or upper floor, shall have a minimum 50% of the façade area transparent with clear vision glass, not heavily tinted or highly mirrored glass.	N/A - retail is not included in the project.
E.3.5.17	Guideline	Storefront design should be consistent with the building's overall design and contribute to establishing a well-defined ground floor for the façade along streets.	Guidelines SDBL Exempt: N/A - retail storefronts not included in the project. Existing heavily tinted glazing is replaced with clear Solarban 70 to increase transparency

E.3.5.18	Guideline	The distinction between individual storefronts, entire building façades and adjacent properties should be maintained.	Guidelines SDBL Exempt: N/A - retail storefronts not included in the project. Existing heavily tinted glazing is replaced with clear Solarban 70 to increase transparency
E.3.5.19	Guideline	Storefront elements such as windows, entrances and signage should provide clarity and lend interest to the façade.	Guidelines SDBL Exempt: Complies - Both structures have recessed, articulated entrances with canopies to add emphasis.
E.3.5.20	Guideline	Individual storefronts should have clearly defined bays. These bays should be no greater than 20 feet in length. Architectural elements, such as piers, recesses and projections help articulate bays.	Guidelines SDBL Exempt: N/A - retail storefronts not included in the project. Existing heavily tinted glazing is replaced with clear Solarban 70 to increase transparency
E.3.5.21	Guideline	All individual retail uses should have direct access from the public sidewalk. For larger retail tenants, entries should occur at lengths at a maximum at every 50 feet, consistent with the typical lot size in downtown.	Guidelines SDBL Exempt: N/A - No Retail; single use existing structure remains with aesthetic and systems improvements.
E.3.5.22	Guideline	Recessed doorways for retail uses should be a minimum of two feet in depth. Recessed doorways provide cover or shade, help identify the location of store entrances, provide a clear area for out- swinging doors and offer the opportunity for interesting paving patterns, signage and displays.	Guidelines SDBL Exempt: Complies - Both structures have recessed, articulated entrances with enhanced landscaping and paving; No retail.
E.3.5.23	Guideline	Storefronts should remain un-shuttered at night and provide clear views of interior spaces lit from within. If storefronts must be shuttered for security reasons, the shutters should be located on the inside of the store windows and allow for maximum visibility of the interior.	Guidelines SDBL Exempt: N/A - No Retail.
E.3.5.24	Guideline	Storefronts should not be completely obscured with display cases that prevent customers and pedestrians from seeing inside.	Guidelines SDBL Exempt: N/A - retail storefronts not included in the project. Existing heavily tinted glazing is replaced with clear Solarban 70 to increase transparency
E.3.5.25	Guideline	Signage should not be attached to storefront windows.	Guidelines SDBL Exempt: N/A - No Retail.
E.3.6 Open Space			
E.3.6.01	Standard	Residential developments or Mixed Use developments with residential use shall have a minimum of 100 square feet of open space per unit created as common open space or a minimum of 80 square feet of open space per unit created as private open space, where private open space shall have a minimum dimension of 6 feet by 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 1.25 square feet for each one square foot of private open space that is not provided.	Complies - residential units have private outdoor space that exceeds 80 sf and exceeds the minimum dimensions of 6' x 6'.
E.3.6.02	Standard	Residential open space (whether in common or private areas) and accessible open space above parking podiums up to 16 feet high shall count towards the minimum open space requirement for the development.	Complies - residential units have private outdoor space that exceeds 80 sf and exceeds the minimum dimensions of 6' x 6'.
E.3.6.03	Guideline	Private and/or common open spaces are encouraged in all developments as part of building modulation and articulation to enhance building façade.	Guidelines SDBL Exempt: Complies - residential units have private outdoor space that exceeds 80 sf and exceeds the minimum dimensions of 6' x 6'.
E.3.6.04	Guideline	Private development should provide accessible and usable common open space for building occupants and/or the general public.	Guidelines SDBL Exempt: Complies - Open space between the commercial office building and the residential building is publicly accessible from Crane Street. The commercial office building has open space that is public accessible at the intersection of Crane and Oak Grove.
E.3.6.05	Guideline	For residential developments, private open space should be designed as an extension of the indoor living area, providing an area that is usable and has some degree of privacy.	Guidelines SDBL Exempt: Complies - Unit Private open space is directly accessible from primary living space and is semi-recessed to create additional privacy.
E.3.6.06	Guideline	Landscaping in setback areas should define and enhance pedestrian and open space areas. It should provide visual interest to streets and sidewalks, particularly where building façades are long.	Guidelines SDBL Exempt: Complies - Upgraded landscaping in street facing setbacks is enhances the pedestrian experience and showcases stormwater systems.
E.3.6.07	Guideline	Landscaping of private open spaces should be attractive, durable and drought- resistant.	Guidelines SDBL Exempt: Complies - Landscaping on all roof top spaces and private outdoor areas will provided via pre-fabricated planters and will feature durable and drought-resistant planting palette
E.3.7 Parking, Service and Utilities			
General Parking and Service Access			
E.3.7.01	Guideline	The location, number and width of parking and service entrances should be limited to minimize breaks in building design, sidewalk curb cuts and potential conflicts with streetscape elements.	Guidelines SDBL Exempt: Complies - Only one curb cut is provided on Crane Street. 26' width is a condition of Menko Park Fire.
E.3.7.02	Guideline	In order to minimize curb cuts, shared entrances for both retail and residential use are encouraged. In shared entrance conditions, secure access for residential parking should be provided.	Guidelines SDBL Exempt: Complies - Shared garage with a single vehicular entry
E.3.7.03	Guideline	When feasible, service access and loading docks should be located on secondary streets or alleys and to the rear of the building.	Guidelines SDBL Exempt: N/A - No dock is provided

E.3.7.04	Guideline	The size and pattern of loading dock entrances and doors should be integrated with the overall building design.	Guidelines SDBL Exempt: N/A - No dock is provided
E.3.7.05	Guideline	Loading docks should be screened from public ways and adjacent properties to the greatest extent possible. In particular, buildings that directly adjoin residential properties should limit the potential for loading-related impacts, such as noise. Where possible, loading docks should be internal to the building envelope and equipped with closable doors. For all locations, loading areas should be kept clean.	Guidelines SDBL Exempt: N/A - No dock is provided
E.3.7.06	Guideline	Surface parking should be visually attractive, address security and safety concerns, retain existing mature trees and incorporate canopy trees for shade. See Section D.5 for more complete guidelines regarding landscaping in parking areas.	Guidelines SDBL Exempt: Complies - No surface parking provided
Utilities			
E.3.7.07	Guideline	All utilities in conjunction with new residential and commercial development should be placed underground.	Guidelines SDBL Exempt: Complies - Confirmed, except for utilities that are required to be above ground such as transformers, backflows, double checks
E.3.7.08	Guideline	Above ground meters, boxes and other utility equipment should be screened from public view through use of landscaping or by integrating into the overall building design.	Guidelines SDBL Exempt: N/A - Because of the limited width of the property, Adjacent Heritage Redwood and Fire Department access, there is only a single feasible location for the transformer.
Parking Garages			
E.3.7.09	Standard	To promote the use of bicycles, secure bicycle parking shall be provided at the street level of public parking garages. Bicycle parking is also discussed in more detail in Section F.5 "Bicycle Storage Standards and Guidelines."	Complies - short term spaces are provided near the commercial building secondary entry & residential building entry. Secured bike parking is provided in the parking structure.
E.3.7.10	Guideline	Parking garages on downtown parking plazas should avoid monolithic massing by employing change in façade rhythm, materials and/or color.	Guidelines SDBL Exempt: N/A - Because of the limited width of the property, Adjacent Heritage Redwood and Fire Department access, there is only a single feasible location for the transformer.
E.3.7.11	Guideline	To minimize or eliminate their visibility and impact from the street and other significant public spaces, parking garages should be underground, wrapped by other uses (i.e. parking podium within a development) and/or screened from view through architectural and/or landscape treatment.	Guidelines SDBL Exempt: Complies - Parking structure is set back from the sidewalk a considerable distance and is faced with residential program oriented towards Crane Street.
E.3.7.12	Guideline	Whether free-standing or incorporated into overall building design, garage façades should be designed with a modulated system of vertical openings and pilasters, with design attention to an overall building façade that fits comfortably and compatibly into the pattern, articulation, scale and massing of surrounding building character.	Guidelines SDBL Exempt: Complies - Parking structure is materially integrated into the massing and character of the project design.
E.3.7.13	Guideline	Shared parking is encouraged where feasible to minimize space needs, and it is effectively codified through the plan's off-street parking standards and allowance for shared parking studies.	Guidelines SDBL Exempt: Complies - Parking structure is a valet operated shared-use garage that serves residents and commercial tenants.
E.3.7.14	Guideline	A parking garage roof should be approached as a usable surface and an opportunity for sustainable strategies, such as installment of a green roof, solar panels or other measures that minimize the heat island effect.	Guidelines SDBL Exempt: Complies - Parking structure is materially integrated into the massing and character of the project design and limited roof top exposure.
E.3.8 Sustainable Practices			
Overall Standards			
E.3.8.01	Standard	Unless the Specific Plan area is explicitly exempted, all citywide sustainability codes or requirements shall apply.	Complies - Project will meet city requirements for LEED Certification and 100% Clean energy use/generation/purchase
Overall Guidelines			
E.3.8.02	Guideline	Because green building standards are constantly evolving, the requirements in this section should be reviewed and updated on a regular basis of at least every two years.	Guidelines SDBL Exempt: Complies - Project team has a certified green building specialist to ensure understanding of current standards.
Leadership in Energy and Environmental Design (LEED) Standards			

E.3.8.03	Standard	Development shall achieve LEED certification, at Silver level or higher, or a LEED Silver equivalent standard for the project types listed below. For LEED certification, the applicable standards include LEED New Construction; LEED Core and Shell; LEED New Homes; LEED Schools; and LEED Commercial Interiors. Attainment shall be achieved through LEED certification or through a City- approved outside auditor for those projects pursuing a LEED equivalent standard. The requirements, process and applicable fees for an outside auditor program shall be established by the City and shall be reviewed and updated on a regular basis. LEED certification or equivalent standard, at a Silver level or higher, shall be required for: □ Newly constructed residential buildings of Group R (single-family, duplex and multi-family); □ Newly constructed commercial buildings of Group B (occupancies including among others office, professional and service type transactions) and Group M (occupancies including among others display or sale of merchandise such as department stores, retail stores, wholesale stores, markets and sales rooms) that are 5,000 gross square feet or more; □ New first-time build-outs of commercial interiors that are 20,000 gross square feet or more in buildings of Group B and M occupancies; and □ Major alterations that are 20,000 gross square feet or more in existing buildings of Group B, M and R occupancies, where interior finishes are removed and significant upgrades to structural and mechanical, electrical and/or plumbing systems are proposed. All residential and/or mixed use developments of sufficient size to require LEED certification or equivalent standard under the Specific Plan shall install one dedicated electric vehicle/plug-in hybrid electric vehicle recharging station for every 20 residential parking spaces provided. Per the Climate Action Plan the complying applicant could receive incentives, such as streamlined permit processing, fee discounts, or design templates.	Complies - LEED-Homes Silver for residential portion and LEED-Core& Shell for Office portion. +50 points. 2 separate certifications to be pursued.
Leadership in Energy and Environmental Design (LEED) Guidelines			
E.3.8.04	Guideline	The development of larger projects allows for more comprehensive sustainability planning and design, such as efficiency in water use, stormwater management, renewable energy sources and carbon reduction features. A larger development project is defined as one with two or more buildings on a lot one acre or larger in size. Such development projects should have sustainability requirements and GHG reduction targets that address neighborhood planning, in addition to the sustainability requirements for individual buildings (See Standard E.3.8.03 above). These should include being certified or equivalently verified at a LEED-ND (neighborhood development), Silver level or higher, and mandating a phased reduction of GHG emissions over a period of time as prescribed in the 2030 Challenge. The sustainable guidelines listed below are also relevant to the project area. They relate to but do not replace LEED certification or equivalent standard rating requirements.	Guidelines SDBL Exempt: Complies - LEED-Homes Silver for residential portion and LEED-Core& Shell for Office portion. +50 points. 2 separate certifications to be pursued.
Building Design Guidelines			
E.3.8.05	Guideline	Buildings should incorporate narrow floor plates to allow natural light deeper into the interior.	Guidelines SDBL Exempt: Complies - Both structures have skin to core dimensions that are consistent with effective daylighting strategies.
E.3.8.06	Guideline	Buildings should reduce use of daytime artificial lighting through design elements, such as bigger wall openings, light shelves, clerestory lighting, skylights, and translucent wall materials.	Guidelines SDBL Exempt: Complies - Both structures implement sizable glazing dimensions and skylights. The renovated commercial office employs a continuous clerestory ribbon window at the roof level.
E.3.8.07	Guideline	Buildings should allow for flexibility to regulate the amount of direct sunlight into the interiors. Louvered wall openings or shading devices like <i>bris soleils</i> help control solar gain and check overheating. <i>Bris soleils</i> , which are permanent sun-shading elements, extend from the sun-facing façade of a building, in the form of horizontal or vertical projections depending on sun orientation, to cut out the sun's direct rays, help protect windows from excessive solar light and heat and reduce glare within.	Guidelines SDBL Exempt: Complies - Both structures utilize deep overhangs and other shade devices.
E.3.8.08	Guideline	Where appropriate, buildings should incorporate arcades, trellis and appropriate tree planting to screen and mitigate south and west sun exposure during summer. This guideline would not apply to downtown, the station area and the west side of El Camino Real where buildings have a narrower setback and street trees provide shade.	Guidelines SDBL Exempt: Complies - Both structures utilize deep overhangs and other shade devices. Existing heritage redwoods along the southern edge of the office also act as part of southern exposure mitigation.
E.3.8.09	Guideline	Operable windows are encouraged in new buildings for natural ventilation.	Guidelines SDBL Exempt: Complies - New residential building is designed with operable windows. Renovated commercial office will install new thermally broken curtain wall in place of existing.
E.3.8.10	Guideline	To maximize use of solar energy, buildings should consider integrating photovoltaic panels on roofs.	Guidelines SDBL Exempt: Complies - PV's will be installed on the residential building per Title 24 requirements. See also "Sustainability Compliance Report: Green Building, Energy, and Water Efficiency".

E.3.8.11	Guideline	Inclusion of recycling centers in kitchen facilities of commercial and residential buildings shall be encouraged. The minimum size of recycling centers in commercial buildings should be 20 cubic feet (48 inches wide x 30 inches deep x 24 inches high) to provide for garbage and recyclable materials.	Guidelines SDBL Exempt: Complies - Common trash chutes in the residential building will have a dedicated recycling chute. Commercial office will have recycling receptacles in each breakroom and bin storage in the trash room.
Stormwater and Wastewater Management Guidelines			
E.3.8.12	Guideline	Buildings should incorporate intensive or extensive green roofs in their design. Green roofs harvest rain water that can be recycled for plant irrigation or for some domestic uses. Green roofs are also effective in cutting-back on the cooling load of the air-conditioning system of the building and reducing the heat island effect from the roof surface.	Guidelines SDBL Exempt: N/A - Infeasible to provide a green roof on the existing office building due to structural limitation. Both structures will use pedestal paver systems in occupied roof areas and low albedo roofing systems to control heat island effect.
E.3.8.13	Guideline	Projects should use porous material on driveways and parking lots to minimize stormwater run-off from paved surfaces.	Guidelines SDBL Exempt: N/A - Would require sub-drains which is not feasible given our lack of storm drain infrastructure.
Landscaping Guidelines			
E.3.8.14	Guideline	Planting plans should support passive heating and cooling of buildings and outdoor spaces.	Guidelines SDBL Exempt: Complies - See L1.00 in the project plans for additional details on planting palette.
E.3.8.15	Guideline	Regional native and drought resistant plant species are encouraged as planting material.	Guidelines SDBL Exempt: Complies - See L1.00 in the project plans for additional details on planting palette.
E.3.8.16	Guideline	Provision of efficient irrigation system is recommended, consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".	Guidelines SDBL Exempt: Complies - See L3.00 in the project plans for additional details on irrigation and water conservation information.
Lighting Standards			
E.3.8.17	Standard	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.	Complies - All exterior building mounted and site fixtures will be full-cutoff and BUG rating complaint to reduce and minimize backlight, up light, and glare. International Dark Skies Association best practices will be implemented with no greater than 3000K and activity zone recommended light levels. This project falls into Lighting Zone 2 of the Model Lighting Ordinance as adopted in IES-RP-33-90. Recommended Practices for Exterior Environmental Lighting
E.3.8.18	Standard	Lighting in parking garages shall be screened and controlled so as not to disturb surrounding properties, but shall ensure adequate public security.	Complies - Parking Garage lighting will adhere to IESNA recommended practices for safety and security in Parking Garages with attention to low glare fixtures and appropriate uniformity ratios for even and consistent light levels throughout.
Lighting Guidelines			
E.3.8.19	Guideline	Energy-efficient and color-balanced outdoor lighting, at the lowest lighting levels possible, are encouraged to provide for safe pedestrian and auto circulation.	Guidelines SDBL Exempt: Complies - See EL1.00 - EL1.21B
E.3.8.20	Guideline	Improvements should use ENERGY STAR-qualified fixtures to reduce a building's energy consumption.	Guidelines SDBL Exempt: Complies - See "Sustainability Compliance Report: Green Building, Energy, and Water Efficiency". Also see EL0.10
E.3.8.21	Guideline	Installation of high-efficiency lighting systems with advanced lighting control, including motion sensors tied to dimmable lighting controls or lighting controlled by timers set to turn off at the earliest practicable hour, are recommended.	Guidelines SDBL Exempt: Complies - See EL1.00
Green Building Material Guidelines			
E.3.8.22	Guideline	The reuse and recycle of construction and demolition materials is recommended. The use of demolition materials as a base course for a parking lot keeps materials out of landfills and reduces costs.	Guidelines SDBL Exempt: Complies - LEED-Homes Silver for residential portion and LEED-Core & Shell for Office portion. +50 points. 2 separate certifications to be pursued, both of which materially consider this guideline.
E.3.8.23	Guideline	The use of products with identifiable recycled content, including post-industrial content with a preference for post-consumer content, are encouraged.	Guidelines SDBL Exempt: Complies - LEED-Homes Silver for residential portion and LEED-Core & Shell for Office portion. +50 points. 2 separate certifications to be pursued, both of which materially consider this guideline.
E.3.8.24	Guideline	Building materials, components, and systems found locally or regionally should be used, thereby saving energy and resources in transportation.	Guidelines SDBL Exempt: Complies - LEED-Homes Silver for residential portion and LEED-Core& Shell for Office portion. +50 points. 2 separate certifications to be pursued, both of which materially consider this guideline.
E.3.8.25	Guideline	A design with adequate space to facilitate recycling collection and to incorporate a solid waste management program, preventing waste generation, is recommended.	Guidelines SDBL Exempt: Complies - See "Trash Management Plan" for details. Recology will-serve letter in progress
E.3.8.26	Guideline	The use of material from renewable sources is encouraged.	Guidelines SDBL Exempt: Complies - LEED-Homes Silver for residential portion and LEED-Core & Shell for Office portion. +50 points. 2 separate certifications to be pursued, both of which materially consider this guideline.



OAK GROVE

Menlo Park, CA

Transportation Demand Management Plan

March 6, 2026

Updated: July 21, 2026

Updated: August 20, 2026



800 Oak Grove Avenue, Menlo Park Transportation Demand Management Plan



Prepared for:



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(408) 420-2411

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List of Nearby Amenities

GRH informational flier

Commute.org Certified Developer Program Flier

TDM SPECIALISTS, INC. QUALIFICATIONS

INTRODUCTION

The 800 Oak Grove Avenue Transportation Demand Management (TDM) Plan is tailored to the site's specific conditions, opportunities, and constraints. It outlines clear measures to reduce trips and parking and commits the property owner and future tenants to implementing them. The goal is to increase walking, biking, carpooling, remote work, and transit use so the project meets the required alternative transportation targets.

This is a performance-based plan that requires future employers to offer commute benefits and actively manage a commute program. Ongoing marketing, regular promotions, a guaranteed ride home program, and a dedicated Commuter Coordinator will support participation and help the program succeed. The strategies reflect proven approaches used in successful commute programs across Silicon Valley, the Bay Area, and other parts of the country. Annual surveys will track results and document the program's reduction in vehicle trips.

The plan also explains how the project complies with the City of Menlo Park TDM zoning requirements to reduce vehicle trips by 20 percent. Using the City/County Association of Governments (C/CAG) Small Project TDM Checklist, the proposed measures are expected to reduce site trips by 29 percent.

What is TDM

TDM combines services, incentives, facilities, and actions to reduce single-occupant vehicle (SOV) trips, thereby relieving traffic congestion, reducing parking demand, and reducing air pollution. Addressed through the effective utilization of a TDM plan are the following goals:

- *Reduce parking demand by converting SOV trips into an alternate mode of transportation (e.g., transit, carpool or vanpool, bicycling, or walking).*
- *Shift travel to less congested routes by providing traveler information systems that warn motorists about delays or alternative routes.*
- *Support other technological solutions (e.g., compressed natural gas, electric/hybrid vehicles, or zero-emission vehicles).*
- *Eliminate or shift trips from peak periods (e.g., flexible schedules, compressed workweeks, or telecommuting).*

TDM Planning's successes will also significantly reduce greenhouse gas (GHG) emissions while providing sustainable mobility solutions. The sustainable solution combines innovative strategies with proven trip-reduction methods, mobility-enhancing approaches, and energy-consumption-reducing programs at the City-wide level. The results include mitigating GHG and other pollutant emissions, improving traffic flow and connectivity, reducing parking demand, and lowering energy bills.

City of Menlo Park Transportation Demand Management Code

This TDM Plan addresses alternatives to on-site parking and commuter options to reduce solo trips. This plan also supports the alternative transportation mode-use goals that address both traffic and air quality concerns in the City of Menlo Park. Chapter 16.43 O Office District of the City's Municipal Code states that *"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 twenty percent (20%) below standard generation rates for uses on the project site."*

Project Description

The proposed project at 800 Oak Grove Avenue includes the renovation of an existing 14,902.6-square-foot, two-story office building. The office space will have valet-operated, shared parking serving both the office and adjacent residential uses.

The office building renovations will include a new exterior finish with stone cladding and smooth, painted plaster; updated glazing; new stairs, elevator, and restrooms; a roof deck; a new entrance canopy with address signage; structural upgrades; and new mechanical systems. Sitewide improvements will include new landscaping and Title 24-compliant exterior lighting, along with public improvements such as sidewalk upgrades and new street trees.

The proposed project would redevelop an underused site within the existing urban area. The area surrounding this project is mainly improved. Under these conditions, the project is an infill development that contributes to trip-reduction outcomes. According to the City/County Association of Governments of San Mateo County, infill development can reduce peak-hour vehicle trips by two percent.¹

TDM measures specifically developed for the 800 Oak Grove Avenue project include proximity to transit, bicycle amenities, carpool resources, transit use, walkability, and telework infrastructure. It is important to state that C/CAG's threshold for residential multi-family land use: small project is between 20-49 units, which indicates that the residential portion of the project (1221 Crane Street) is not a candidate for a TDM

The measures and elements in this plan are consistent with other well-performing TDM plans and commute programs in the Greater San Francisco Bay Area and are intended to reduce all net-new peak-hour vehicle trips.

¹ Guideline for Implementing the Land Use Component of the Congestion Management Program (CMP), FINAL San Mateo County Congestion Management Program 2013, [Appendix I, Land Use Guidelines and Compliance Monitoring \(page 139\)](#)

C/CAG TDM Checklist Requirements

According to C/CAG, 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.

The applicant and their property manager will provide tenants and employees with information and updates regarding transportation resources and implement the measures summarized in the list of TDM Measures below.

REQUIRED TDM MEASURES

- M1 – Free/Preferential Parking for Carpools
- M3 – TDM Coordinator/Contact Person
- M4 – Actively Participate in Commute.org (or TMA)
- M5 – Carpool or Vanpool Program
- M6 – Transit or Ridesharing Passes/Subsidy
- M7 – Pre-tax Transportation Benefits
- M8 – Secure Bicycle Storage
- M25 – Showers, Lockers, and Changing Room for Cyclists

ADDITIONAL RECOMMENDED TDM MEASURES

- M12 – Flex Time, Compressed Work Week, Telecommute

TDM COMMITMENT AND COMPLIANCE

- No expiration of TDM plan or programs
- C/CAG trip reduction measures checklist
- Property owner/developer TDM commitment
- Commute.org Developer Certification

The following sections describe each mitigation element the project intends to implement. The proposed trip-reduction measures are feasible and appropriate for the project, given its intended use and location, size, and hours of operation.

This TDM Plan encompasses an array of alternative transportation mode-use strategies categorized in the following four sections:

- I. Existing Transportation Conditions
- II. TDM Infrastructure and Physical Measures
- III. Programmatic TDM Measures
- IV. TDM Monitoring and Reporting

EXISTING TRANSPORTATION CONDITIONS

Walkability

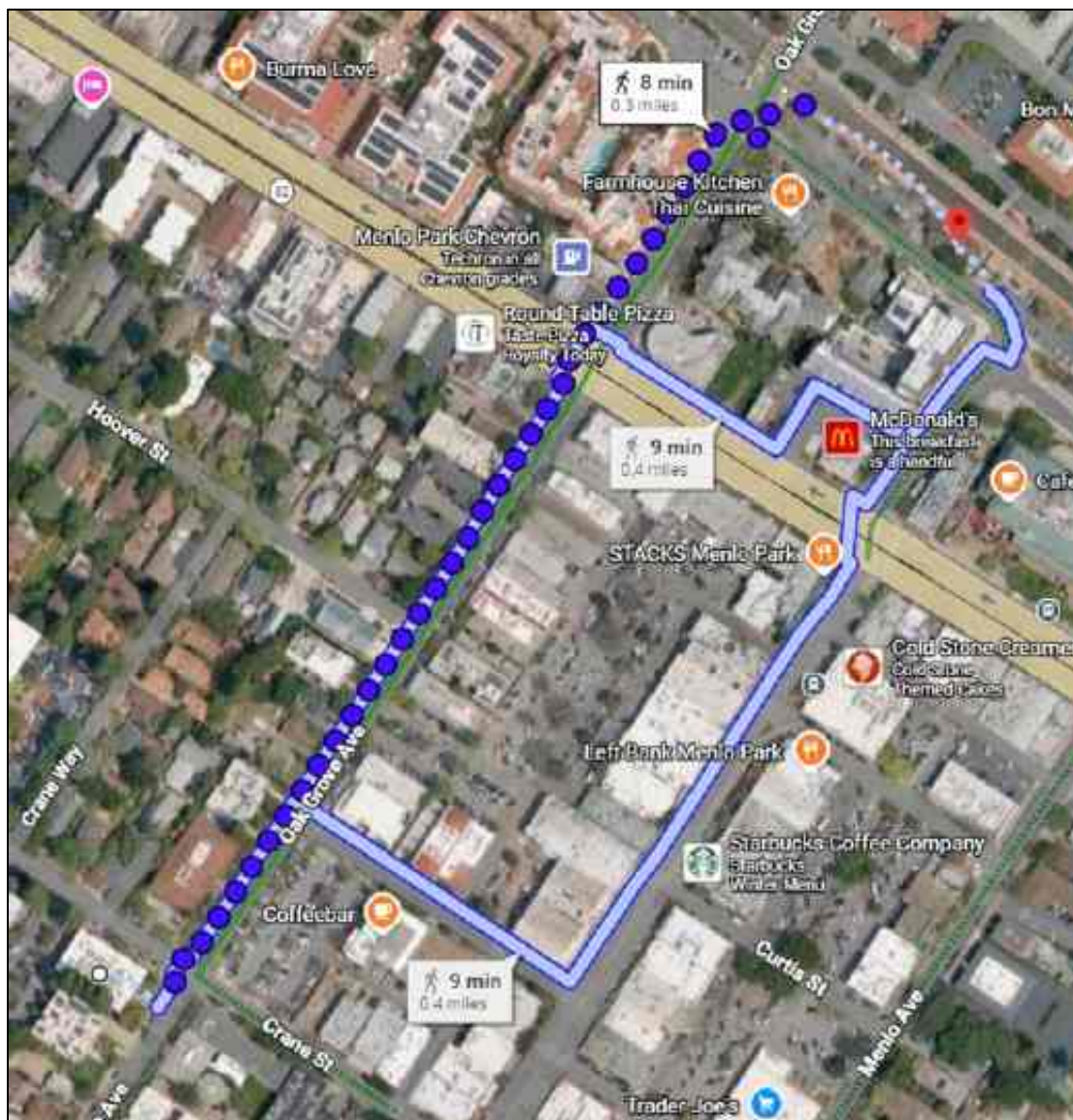
According to WalkScore.com, the project's location scores 94 out of 100 for walkability, making it a "Walker's Paradise" and indicating that daily errands can be done without a car. 800 Oak Grove Avenue is 0.30 miles and an eight-minute walk from the Menlo Park Caltrain Station. Image 1 is a walking route to the Menlo Park Caltrain Station.



Walker's Paradise

Daily errands do not require a car.

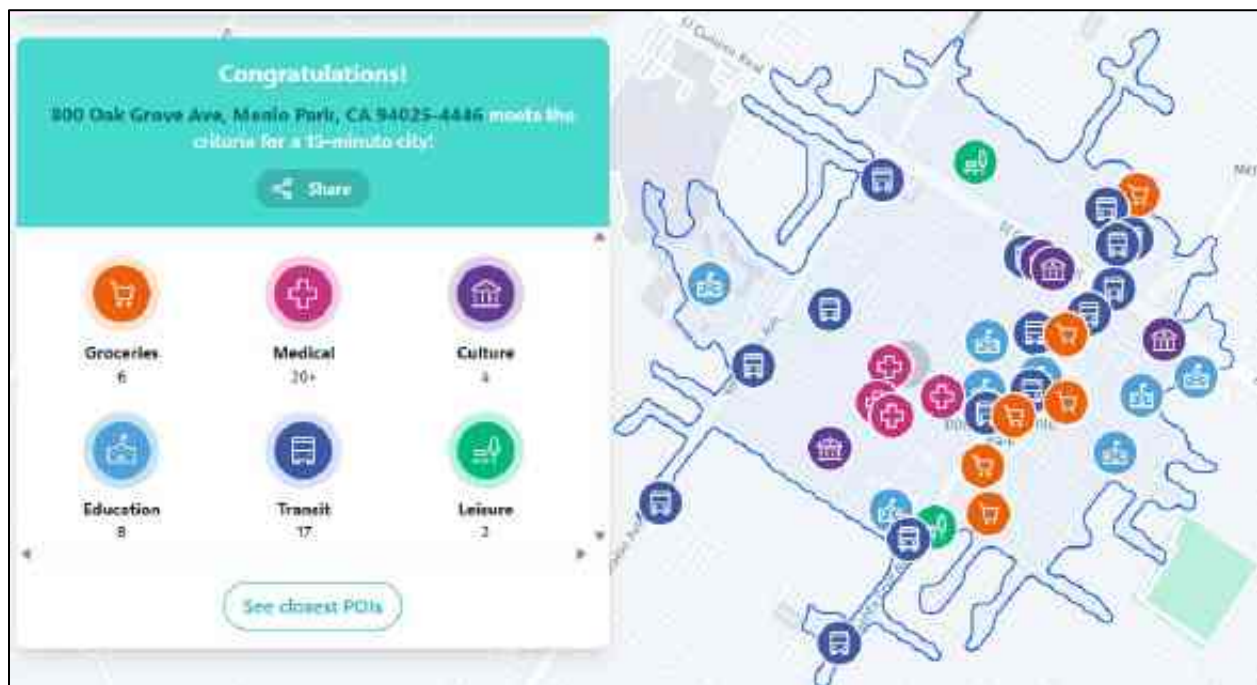
Image 1 – Walking Route to the Menlo Park Caltrain Station



Nearby Amenities

A review of the project's location found that essential resources are within a 15-minute walk or bike ride. The "15-minute" city assessment identified medical care, grocery stores, cultural attractions, transit stops, educational facilities, and leisure spots within a 15- or 20-minute walk. The 800 Oak Grove Ave. site is within walking distance of services, allowing employees to access food and groceries without driving. According to the 15-minute city criteria, the site meets the requirements for a 15-minute city. Image 2 shows various amenities within a 15-minute walk of the project site. Attached is a list of nearby amenities.

Image 2 – 15-Minute City Map



Bikeability

According to WalkScore.com, the project's location scores 94 out of 100 for bicycling, making it a "Biker's Paradise" and enabling daily errands to be completed by bike.



There are cycling suggested routes near the project site on Oak Grove Ave. University Dr. and Menlo Ave. Image 3 shows a subset of the San Mateo County Bike Map that identifies bicycle facilities within 0.25 and 0.50 miles of the project site.

Bicycle travel to and from the Menlo Park Caltrain Station is 0.30 miles and takes approximately two minutes. Image 4 shows the bike route to the Menlo Park Caltrain Station.

Image 3 – San Mateo County Bike Map

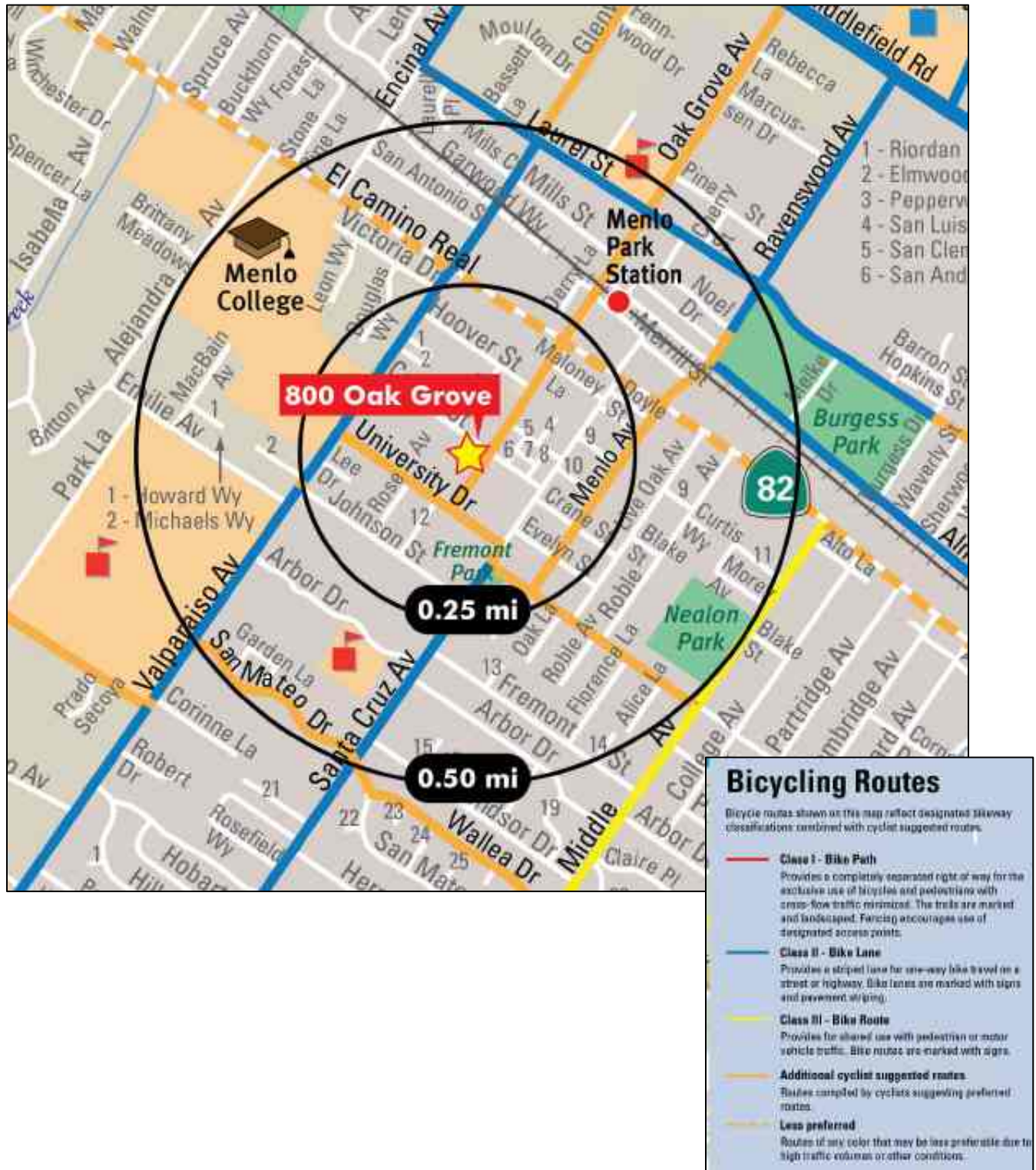
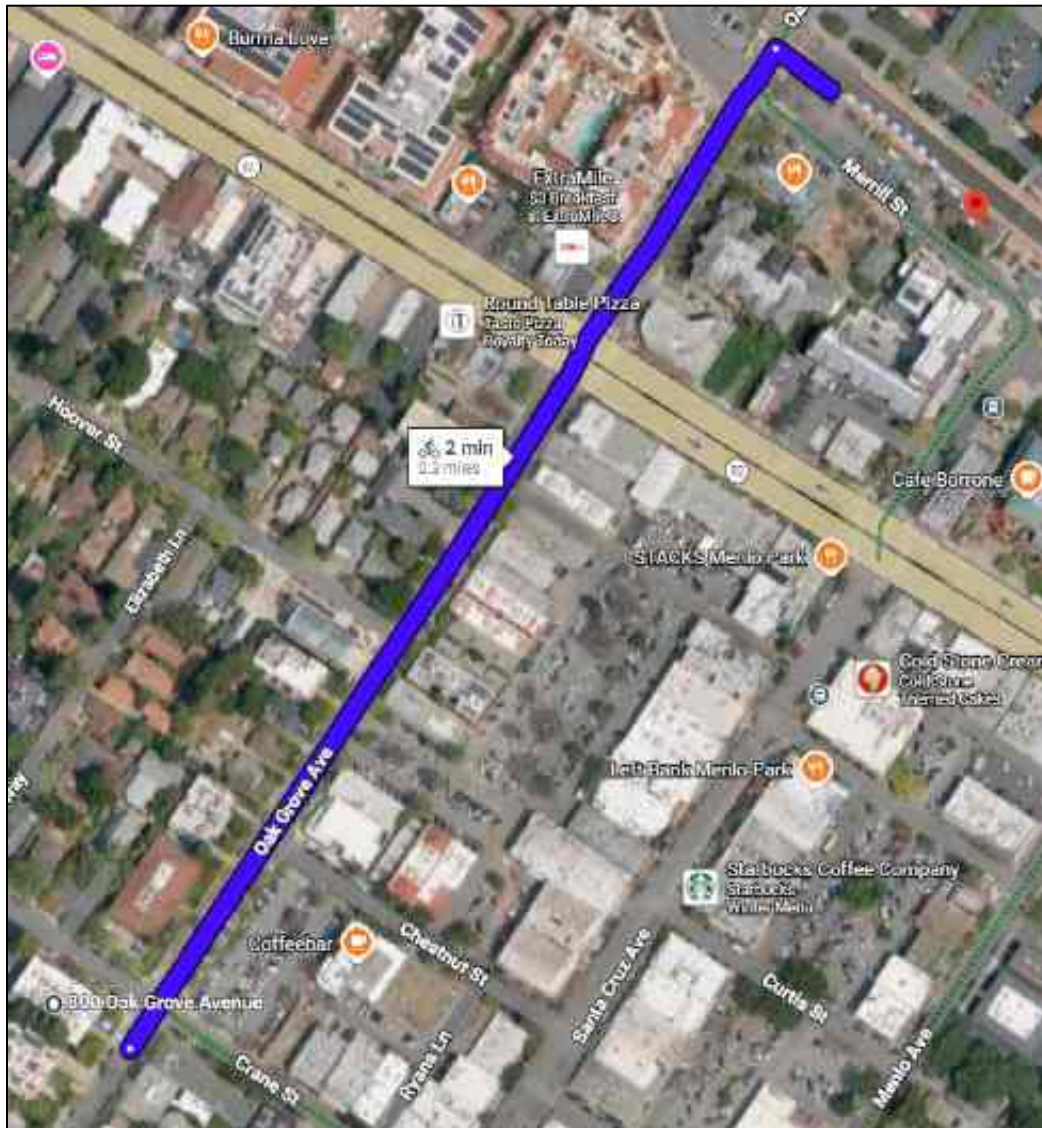


Image 4 – Bike Route to Menlo Park Caltrain Station



Bicycle Resources

Commute.org, in partnership with a nationally certified League Cycling Instructor (LCI), offers free bicycle safety workshops for employers. Employers can schedule workshops during lunchtime, late workday, or even after work.

Commute.org also offers a \$100 Bicycle incentive. Commuters who track and log their bicycle trips on the Commute.org website will be eligible to receive up to \$100 in e-gift cards per year. For every ten bicycle commutes, employees earn a \$25 e-gift card.



The 511.org site (<https://511.org/biking>) provides significant resources for bicycle commuters, including:

- ◆ Bicycle maps
- ◆ Location of bike lockers
- ◆ How to take your bike on public transit
- ◆ How to take your bicycle across Bay Area toll bridges
- ◆ How to ride safely in traffic
- ◆ Tips for bike selection
- ◆ Links to bicycle organizations
- ◆ Bike to Work Day
- ◆ Bike Commute Calculator
- ◆ Tips on bike commuting



Proximity to Transit and Commercial Uses

Two regular SamTrans bus routes, the M1 Crosstown Shuttle, and the Menlo Park Caltrain Station are within walking distance (0.10 to 0.30 miles). Three other School Day-only SamTrans Routes are nearby as well.

Image 5 is a Walk-to-Transit Map. Table 1 presents a matrix of 251 weekday transit trips available to employees.

Image 6 shows the SamTrans Transit System Map.

Attached is the free Menlo Park M1 Crosstown Shuttle schedule, which connects to the Menlo Park and Palo Alto Caltrain Stations; a route map of the free Menlo Park Midday Shuttle; and SamTrans bus maps for Route ERC.

Image 5 – Walk to Transit Map



Image 6 – SamTrans Transit System Map



Table 1 – 800 Oak Grove Ave. Transit Matrix

Route	Span of Service	Trips per Weekday	Communities Served
82 Samtrans	School Days Only 5 Days/Week 8:07 a.m. - 3:15 p.m.	3	Bay/Harmon, Coleman/Menlo Oaks, Santa Monica/San Andreas, Merrill/Santa Cruz, Santa Cruz/Crane , Hillview Middle School, and Bay/Marsh
83 Samtrans	School Days Only 5 Days/Week 8:11 a.m. - 3:15 p.m.	3	Bay/Harmon, Bay/Ringwood, Durham/Laurel, Marmona/Robin, Merrill/Santa Cruz, Santa Cruz/Crane , Hillview Middle School, and Bay/Marsh
86 Samtrans	School Days Only 5 Days/Week 7:55 a.m. - 4:00 p.m.	4	Sharon Park/Sharon, Oak Grove/Middlefield, Menlo-Atherton High School, and Santa Cruz/Crane
296 Samtrans	7 days/week 5:38 a.m. - 10:24 p.m.	112	Bayshore/Donohue, Bay/University, Middlefield/ Ringwood, Merrill/Santa Cruz , Middlefield/5th, and Redwood City Transit Center
ECR Samtrans	7 Days/Week 4:05 a.m. - 1:37 a.m.	143	Palo Alto Transit Center , El Camino Real & Oak Grove , Menlo Park Caltrain , Redwood City Transit Center , El Camino/San Carlos, El Camino/Hillsdale, El Camino/5th, El Camino/Linden, San Bruno BART , Colma BART , and Daly City BART
M1 Crosstown Shuttle	5 Days/Week 9:02 a.m. - 3:47 p.m.	8	Sharon Heights Shopping Center, Menlo Commons, Stanford Medical Center (Welch & Blake Wilbur), Stanford Shopping Center, Nordstrom/Crate and Barrel, Hoover Pavilion, PA Medical Foundation, Palo Alto Caltrain, University & Partridge, Little House, Safeway, Menlo Park Caltrain, Downtown (Santa Cruz & Crane) , Crane Place, Middlefield & Oak Grove, Menlo Park Library, Menlo Medical Clinic, VA Medical Center, Chilco & Ivy, and Belle Haven Comm. Campus
Marsh Road (M3) Shuttle	5 Days/Week 7:46 a.m. - 6:36 p.m.	6	Menlo Park Caltrain , Post Office, Bohannon & Campbell, 4100 Bohannon, Scott & Marsh, 110 Constitution, Constitution & Chrysler, Chrysler & Independence, 149 Commonwealth, TIDE Academy, 180 Jefferson, Constitution & Chilco, 3641 Haven (Elan Menlo), 3639 Haven (Anton Menlo), and 3760 Haven (Quicken)
Caltrain	7 Days/Week 5:13 a.m. - 12:51 a.m.	90	San Francisco, 22nd Street, Bayshore, South San Francisco, San Bruno, Millbrae Transit Center, Broadway (weekend only), Burlingame, San Mateo, Hayward Park, Hillsdale, Belmont, San Carlos, Redwood City, Atherton (weekend only), Menlo Park , Palo Alto, Stanford (football only), California Ave., San Antonio, Mountain View, Sunnyvale, Lawrence, Santa Clara, College Park, San Jose Diridon, Tamien, Capitol, Blossom Hill, Morgan Hill, San Martin, and Gilroy Transit Connections SamTrans: ECR* & 296* Shuttles: M3 * Bus stop within walking distance
Total Bus Trips/Weekday		369	

* All buses and trains are lift equipped for handicapped, elderly, or those in need.

Red Font represents the closest transit resource to the project site.

Blue Font represents connecting transit Centers/Stations

Transit Trip Planning Resources

Online trip-planning services are helpful tools for planning bicycle, carpool, and public transit trips.

Google has also collaborated with select regional transit agencies to provide a public transit planner for riders of SamTrans, AC Transit, and BART.

Employees can find free services online at <https://maps.app.goo.gl/Sp9ePMcFZhwYbt7f9>

The SamTrans mobile app is valuable for commuters planning bus rides. Commuters can use this app to pay bus fares, buy and activate tickets, and see SamTrans departures, timetables, and routes.

The official BART app offers commuters end-to-end trip planning, real-time departures with data straight from BART, service advisories, customized in-app notifications, the ability to save favorite trips and stations, and contactless parking payment.

The Caltrain Mobile app lets commuters purchase and use fares instantly on their phones.

For easy access to Caltrain's schedules and rider alerts, employees can download the CaltrainMe app.



800 Oak Grove Ave, Menlo Park, CA 94025

Choose destination, or click on the map



REQUIRED TDM MEASURES

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. The list below indicates required TDM measures for the project.

- M1 – Free/Preferential Parking for Carpools
- M3 – TDM Coordinator/Contact Person
- M4 – Actively Participate in Commute.org (or TMA)
- M5 – Carpool or Vanpool Program
- M6 – Transit or Ridesharing Passes/Subsidy
- M7 – Pre-tax Transportation Benefits
- M8 – Secure Bicycle Storage
- M25 – Showers, Lockers, and Changing Room for Cyclists

M1 – Free/Preferential Parking for Carpools

The applicant anticipates dedicating one parking space for carpool and vanpool parking, designated for carpool and vanpool vehicles, and for the exclusive use of ridesharing employees. The carpool/vanpool space will be in parking areas closest to a building entrance or in prime locations.



The project will also include clean-air parking spaces. The project will be responsible for construction, striping, and signage for two electric vehicle chargers and five EV-ready stalls, which total seven EV-capable parking spaces.

There will be a total of 10 parking stalls available for the commercial building, including 2 ADA stalls. Valet parking may be made available to help smooth demand and usability for office tenants, employees, and residents.

M1 - Free/Preferential Parking for Carpools

Provide free or preferential parking, including reserved spaces, spaces near entrances, or other desirable locations, to incentivize ridesharing.

M3 – TDM Coordinator/Contact Person

The applicant will designate a TDM Coordinator to manage and implement the programs outlined in this Plan. This role may be filled by a property manager or an outside professional. The TDM Coordinator will oversee the resident commute program, maintain commuter information, conduct the annual survey, and prepare required reports.

The TDM Coordinator will also provide ongoing commute support, organize transportation fairs and promotional events, and coordinate with Commute.org and 511 to promote rideshare and transit resources.

To support outreach and education, the property will provide clear and accessible transportation information. This will include a transportation kiosk in the building lobby with materials such as bike maps, transit schedules, and carpool information. The kiosk may be physical or electronic.

The property may also create an online transportation resource page with up-to-date information on commute options, incentives, Guaranteed Ride Home, Spare the Air alerts, 511 ride-matching, and other relevant programs.

Each new tenant will receive a commute resource flyer with information about carpool parking, transit options, shuttles, bike routes, on-site amenities, incentives, and commuter assistance programs. The flyer will be easy to update and coordinate with tenant commuter benefits. Image 7 shows a sample commuter resource flyer.

The TDM Coordinator will coordinate with the property manager to confirm that Tenant TDM Compliance Language is incorporated into lease agreements to clarify tenant cooperation and compliance. Also required of tenants is the need to identify a designated representative contact to implement employer commuter benefits and programs and support the TDM Coordinator's annual commuter survey efforts. Below are sample language for these two tenant features.

- ***Tenant TDM Compliance Language***

The applicant will include lease language for the future tenant requiring the identification of a designated employer contact responsible for implementing the TDM Plan (including transit subsidies, annual surveys and reporting, and participation in the emergency guaranteed ride home program). Sample lease language follows:

- ***Transportation Management.*** *The tenant shall fully comply with all existing or future programs mandated by the City of Menlo Park to manage parking, transportation, or traffic in and around the Project and the Building. In connection therewith, the tenant shall take responsible action for the transportation, TDM Planning, and management of all employees located at the Premises by working directly with the Property Manager, Landlord, any governmental transportation management organization, or any other transportation-related committees or entities. Such programs will include, without limitation: (i) restrictions on the number of peak-hour vehicle trips generated by tenants; (ii) increased vehicle occupancy; (iii) implementation of an in-house ridesharing program, transit and vanpool subsidies, commuter allowances, and designation of an employee*

transportation coordinator; (iv) working with employees and any Project, Building or area-wide ridesharing program manager to conduct annual commuter surveys; (v) instituting employer-sponsored incentives (financial or in-kind) to encourage employees to rideshare; participate in the Commute.org programs such as the guaranteed ride home program, and (vi) utilizing telework and flexible work shifts for employees, and be responsible for any financial penalties for non-attainment of vehicle trip reduction requirements.

- **Designated Employer TDM Contact/Employee Transportation Coordinator** described in this plan. The specified employer contact will maintain commuter information, marketing, and outreach, and conduct annual employee commuter surveys. The selected liaison may be the employee transportation coordinator (ETC), who manages and monitors the alternative commute program. ETC's primary responsibility will be implementing employer-specific commuter benefits and community-wide programs. The ETC will provide ongoing commute assistance to employees, produce on-site transportation fairs and promotional events, and collaborate with Commute.org and 511 to maximize rideshare resources.

M3 - TDM Coordinator/Contact Person

Provide a TDM coordinator/liaison for tenants, which may be contracted through a 3rd-party provider.

Provide a TDM coordinator or contact person. This individual may either be an employee of the development project or be contracted through a third-party provider. The TDM coordinator should oversee and manage the project's implementation of the TDM Plan. In this way, a single representative of the property owner is aware of and responsible for the orderly and timely implementation of all aspects of the TDM Plan and can adequately manage its components.

Image 7 – Mock Commuter Resource Webpage



Image 8 – Sample Commuter Resource Flyer

800 Oak Grove Ave. Commuter Resources

TRANSIT

Free [Try Transit program](#)
[Transit Subsidies](#)
[Caltrain weekday schedule](#)
[Caltrain Menlo Park Station](#)
[Caltrain Rider Information](#)
[Caltrain Mobile App](#)
[SamTrans](#)
[Transit Planner Tool](#)

Transit & Shuttle Routes

[SamTrans Route ERC](#)
[Menlo Park M1 Crosstown Shuttle](#)
Free [Shopper's Shuttle – Door-to-Door Menlo Park](#)

CARPOOL & VANPOOL

\$100 annual [Carpool Reward](#)
\$500 [Vanpool Group Subsidy](#)
\$100 annual [Vanpool Reward](#)

BICYCLE

\$100 annual [Bicycle Reward](#)
Bicycle Repair Fix-it Station
Secure Bike Parking
[Bike to Work Resources](#)
[Bike to School Resources](#)
[Safe Routes to School](#)
[San Mateo County Bike Map](#)
[Biking Maps & Trails](#)
[Silicon Valley Bicycle Coalition](#) - training

SERVICES & INCENTIVES

[Guaranteed Ride Home Program](#) – requires pre-registration
[Commute.org Commuter Rewards](#)
Bay Area [Spare the Air Alert Notices](#)
[Personalized Commute Planning](#)
Commuter Assistance - (650) 588-8170










M4 – Actively Participate in Commute.org (or TMA)

The applicant will actively participate in Commute.org programs for its residents and employees and obtain a Commute.org Certification of Registration.

Commute.org (formerly the Peninsula Traffic Congestion Relief Alliance) operates as a TMA organization in Menlo Park. Commute.org provides:



- Shuttle programs
- Carpool and vanpool matching
- Parking management programs
- Trial transit passes
- Emergency ride home programs
- Promotional assistance
- Car and vanpool incentives
- Transit advocacy
- Information on local issues
- Teleworking
- Training
- Marketing programs
- Personalized trip planning
- Newsletter

Participating in Commute.org is an asset for project tenants. Commute.org is a clearinghouse for alternative commute programs, incentives, and transportation projects affecting San Mateo County businesses. The applicant will become a TMA member if the City of Menlo Park establishes a TMA addressing commuter and transportation issues.

M4 - Actively Participate in Commute.org or Transportation Management Association (TMA) Equivalent

Obtain Certification of registration from Commute.org or equivalent TMA incorporation documents.

Sites shall register with Commute.org or join or create a Transportation Management Association (TMA) that provides equivalent TDM services and coordinates transportation-related programs and services within specific geographic areas.

Notably, for Large Non-Residential (Office, Industrial, Institutional, as well as Medical & Lodging) projects categorized as Transit Proximate, there are five components an applicant must fulfill to implement this measure satisfactorily:

1. Obtain Certification of participation with [Commute.org](#) or equivalent program.
2. Provide commute assistance or a ride-matching program.
3. Provide (or fund) a dedicated shuttle program/consortium or equivalent transit service.
4. Provide Guaranteed Ride Home (Read more about [Guaranteed Ride Home](#))
5. Supply orientation, education, and promotional programs and/or materials for tenants

For all other project sizes and land use classifications, the third component above is not required under this measure.

Commute.org's Employer Programs team helps employers and property managers in San Mateo County who are interested in encouraging their employees to make smart transportation choices: carpooling, vanpooling, taking a bus, train, shuttle, or ferry, biking, and walking. Commute.org organizes events for employers to discuss commuter transportation in the Bay Area, such as its Annual Symposium every spring. Available incentives and resources include the following:

o **Guaranteed Ride Home program**

The My.Commute.org STAR program provides employees with access to the free, guaranteed-ride-home (GRH) program. Employees who enroll in the program (who do not drive alone to work) will receive reimbursement for an Uber or Lyft ride home. The GRH trip reimbursement provides up to \$60 per ride (for up to 4 trips per eligible commuter per year).

The GRH program is integrated into the Commute.org STAR Platform and requires users to register in advance to participate. Attachment B is a GRH informational flier.



o **Annual bicycle safety seminar**

The tenant(s) may coordinate with Commute.org to host an annual bicycle safety presentation. Commute.org, in partnership with a nationally certified League Cycling Instructor (LCI), offers free bicycle safety workshops. The workshop covers practical and safety information.

o **\$25 Clipper Card – Try Transit program**

The Try Transit program helps new riders in San Mateo County experience public transportation with a free \$25 Clipper Card.

Those who are 18 or older and live, work, or attend college in San Mateo County may be eligible, provided you are not currently using transit or already have a Clipper Card. The program is limited to one card per person, with a maximum of two per household. Cards are available on a first-come, first-served basis while supplies last. Approved applicants will receive the \$25 Clipper Card by mail at the home address provided.

Participants can also join the CommuteStar program to log trips, enter seasonal drawings for \$100 e-gift cards, and access a Guaranteed Ride Home benefit.

o **\$100 Commute.org vanpool incentive**

Commuters who live or drive through San Mateo County can participate in the vanpool incentive program. Commute.org will reward vanpool commuters with up to \$100 for logging their vanpool trips on the Commute.org STAR portal. The employer-designated contact will promote this subsidy to employees.

o **\$100 Commute.org carpool incentive**

Employees living in or commuting through San Mateo County can participate in the Commute.org \$100 carpool incentive program. Employees who complete 10 days of carpooling and log or track their carpool trips in the STAR program may receive a \$25 e-gift card, up to \$100.

\$100 Commute.org bicycle incentive

Commuters who log their bicycle trips on the Commute.org website will be eligible to receive up to \$100 in e-gift cards per year. For every ten bicycle commutes, employees earn a \$25 e-gift card.



o **Personalized Commute Planning**

Commute.org can help employees plan their commutes by providing personalized recommendations based on their work schedules, pre- and post-work commitments, and other key factors. Employees can complete the questionnaire (at this link) to describe their commute, and Commute.org will provide a plan to make it easier.

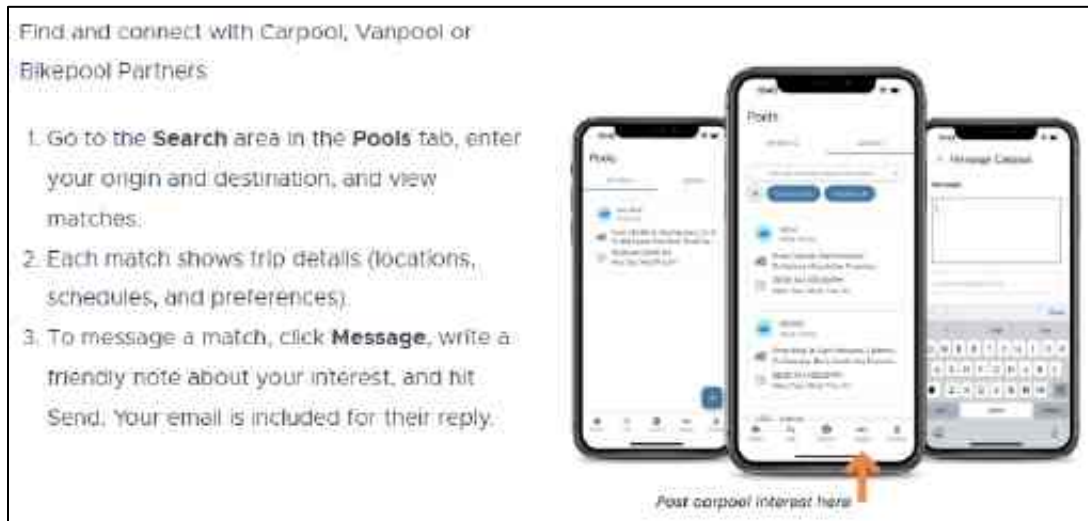
M5 – Carpool or Vanpool Program

The TDM Coordinator will promote free ride-matching services from Commute.org and 511.org and actively match potential vanpool partners using employer address data. Matched vanpoolers can lease vanpool vehicles with Commute with Enterprise. Below is an image of the Commute.org ridematching app.

M5 - Carpool or Vanpool Program

Establish a carpool/vanpool program for tenants and register the program with Commute.org.

Carpooling and vanpooling are types of ridesharing that allow vehicles to carry additional passengers while minimizing extra mileage. Carpooling generally uses participants' automobiles. Vanpooling generally uses leased vans (often supplied by employers, non-profit organizations, or government agencies). Carpool and vanpool programs may receive financial incentives from property managers or employers and ride-matching services to help facilitate these shared trips.



M6 – Transit or Ridesharing Passes/Subsidy

The applicant will require tenants to offer employees a transit subsidy (or similar subsidy credit) as part of its 800 Oak Grove Commuter Program. Tenants may participate in the SamTrans Way2Go program and receive a 30% public transit subsidy on their monthly fare, or \$50 per month. The subsidy program will sunset after the first five years of occupancy.

Tenants will be encouraged to offer employees a monthly transit subsidy or pass to commute to the project site. A transit subsidy program may include participation in the Caltrain Go Pass or SamTrans Way2Go program or a comparable transit subsidy or commute allowance program.

To succeed, the future tenant(s) will need the flexibility to choose the type of transit subsidy and incorporate benefit programs that best suit their employees' needs. Transit subsidies must be at least 50 percent of the transit fare cost, and tenant(s) may provide these subsidies in tandem with the pre-tax payroll deduction program.

Caltrain Go Pass:

The Caltrain Go Pass program allows companies to purchase annual unlimited-ride passes for eligible employees. A Go Pass sticker attaches to an approved identification badge, and the user presents it on the train as proof of payment. The Go Pass is good for travel on Caltrain between all zones, seven days a week, for one low annual cost per user.²

SamTrans Way2Go:

The SamTrans Way2Go program allows companies to purchase annual unlimited-ride passes for all eligible employees. Customers swipe their Way2Go Pass through the farebox when boarding SamTrans. The Way2Go Pass is valid on all SamTrans fixed-route services. The Way2Go Pass is valid for a calendar year and expires on December 31.³

**M6 - Transit or Ridesharing Passes/Subsidies**

Tenants will offer employee passes or subsidies for monthly public transit or ridesharing costs incurred, equivalent to 30% of the value or \$50, whichever is lower.

Offer public transit passes or subsidies or carpool/vanpool subsidies to tenants equivalent to 30% of the value of their monthly fare or \$50 monthly to incentivize transit use and ridesharing and comply with regional environmental sustainability goals.

² http://www.caltrain.com/Fares/tickettypes/GO_Pass.html

³ http://www.samtrans.com/fares/faretypes/Way2Go_Program.html

NOTE: Funding contributions towards and/or participation in the Commute.org shuttle program do not count for this measure. Passes/subsidies must be valid for public transportation options, including but not limited to BART, Caltrain, SamTrans, ridesharing platforms, and vanpool subscriptions (or costs).

Available Transit Incentive

Commuters or students traveling to or from San Mateo County who currently drive alone to work are eligible for a free \$25 Clipper Card to try SamTrans, Caltrain, BART, or San Francisco Bay Ferry. To qualify, you must be at least 18 years old, commute at least twice per week, and not currently use public transit.

Available Vanpool incentives

Also available to vanpoolers is the Bay Area 511.org \$600 monthly subsidy for vanpool groups. The tenant(s) will inform their employees about the \$600 monthly vanpool subsidy from 511.org and the Metropolitan Transportation Commission (MTC). The Bay Area 511 Vanpool Program partnered with *Commute with Enterprise* to offer an all-inclusive option that makes vanpooling easy. A Commute with Enterprise vanpool includes a newer, low-mileage van or SUV, along with roadside assistance and maintenance.



The County of San Mateo also offers a \$500 monthly subsidy for vanpool groups, which can be layered with the Bay Area 511 subsidy for up to \$1,100 per month.

M7 – Pre-tax Transportation Benefits

The applicant will encourage tenants to participate in a pre-tax transit program to promote sustainable transportation and leverage pre-tax income to pay for commuting costs. The monthly cap for transit and parking benefits is now \$340, effective 2026.

Employees can elect to have funds withheld from their paychecks to purchase fare media for transit or vanpooling. The employee receives the payroll amount as untaxed withholding, and the employer does not pay employment taxes on those funds. The pre-tax benefits for transit and vanpooling help reduce congestion, increase transit ridership, and improve air quality.

M7 - Pre-Tax Transportation Benefits

Allow employees to participate in a pre-tax transit and parking benefits program to save money and encourage the use of sustainable transportation modes.

In the Bay Area, the Bay Area Air Quality Management District (BAAQMD) requires employers with 50+ employees within the district to provide commuter benefits.

M8 – Secure Bicycle Storage

The applicant will install on-site bicycle storage to encourage employees to use bicycles. The project's bicycle facilities will comply with CALGreen minimum bicycle parking requirements.

Long-Term Bike Parking

The applicant will provide Class I secure and covered bicycle parking facilities. There will be 4 bike "boost racks" in the parking garage, for a total of 16 bikes. On the right is an image of the boost racks.

***Short-Term Bike Parking***

The applicant will provide short-term bike parking racks (Class II) with 4 parking spaces, each accommodating 2 bicycles. Bike racks will be located between the office and the building's entry points.



Cyclists will secure the bike's frame and wheels to the short-term rack located near building entrances and within visual range.

[CALGreen / California Department of Housing and Community Development](#)

M8 - Secure Bicycle Storage

Comply with CALGreen minimum bicycle parking requirements.

Provide safe and convenient long-term (Class I) bicycle parking. Long-term bicycle parking should provide weather protection and convenient access to and from the street without stairs, and have doorways and corridors wide enough to accommodate a bicycle.

Short-term (Class II) bicycle parking should be near pedestrian entries and may be in the public right-of-way. Short-term bicycle parking may be used for visitors, couriers, or customers, typically for less than two hours.

M25 – Trip-end Facilities, Lockers, and Changing Room for Cyclists

The applicant will install a private changing room, a small, lockable room with a bench, mirror, hooks, and outlets for hair dryers, to meet the needs of those who cycle or jog to work. Many cyclists freshen up with wipes and a change of clothes rather than a full shower. The applicant will provide this amenity in the garage adjacent to the bike racks.

M25 – Trip-end Facilities, Lockers, and Changing Rooms for Cyclists

Washing amenities and locker amenities serve as end-of-trip facilities for employees arriving by bike or other active-transportation methods.

These amenities serve as end-of-trip facilities for employees arriving by bike or other active modes of transportation. Commuters who bicycle or walk often arrive wet, muddy, or sweaty. Providing employees with a place to change and store clothes, and to clean up, can encourage bicycle commuting. Such facilities also benefit employees who exercise during breaks or may occasionally need to wash and change clothes for other reasons.

ADDITIONAL TDM MEASURE

M12 – Flex Time, Compressed Work Week, Telecommute

The applicant will encourage tenants to offer their employees flex time, a compressed workweek, or telecommuting. Flextime allows employees to adjust their daily work schedules.

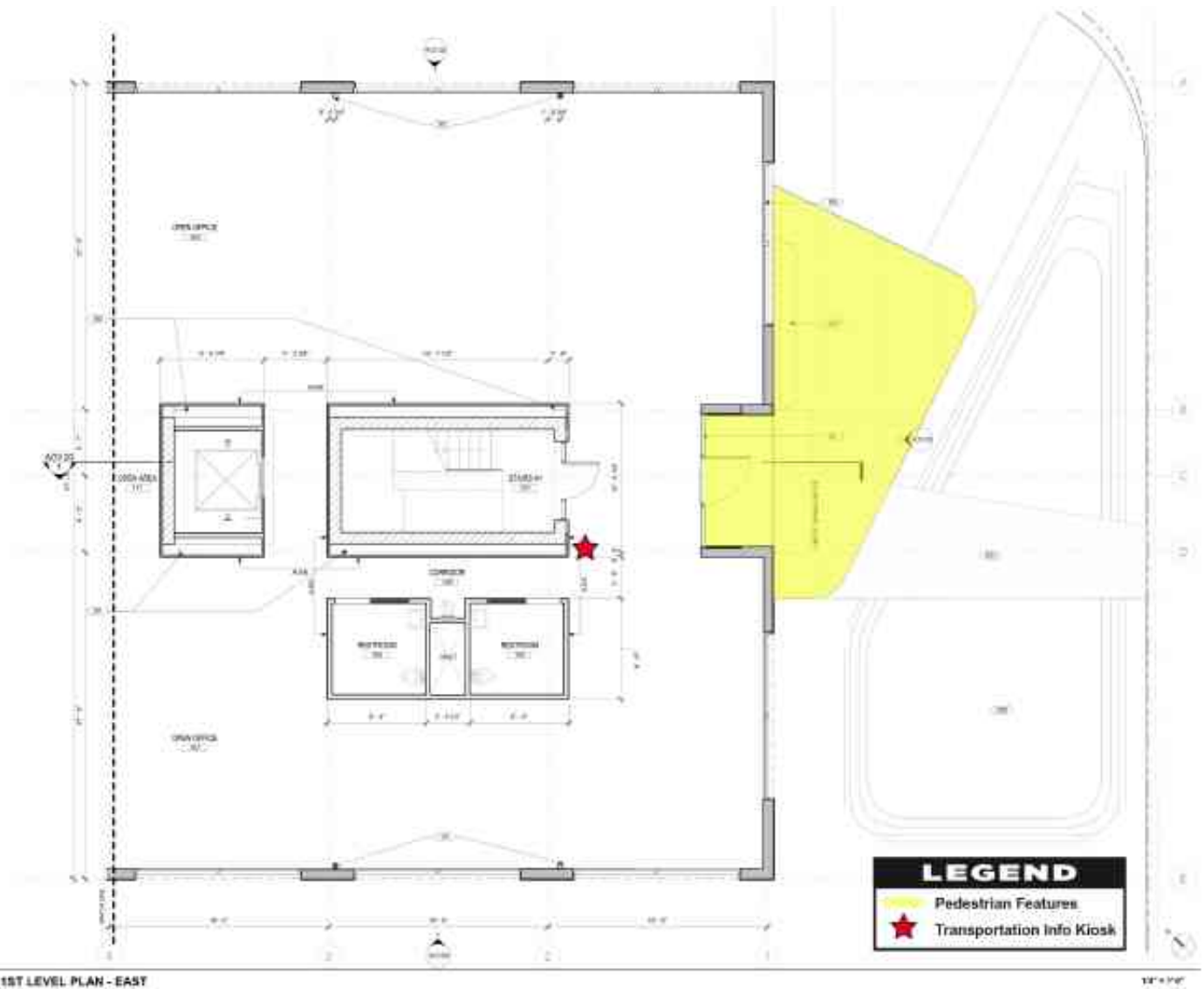
- Telework/Remote Work - The tenant(s) may allow their employees to work remotely when viable. Telework infrastructure and equipment ensure that teleworkers enjoy fast, smooth data transmission between their workplace and telework office. Telework options reduce or eliminate the need for commuting to the office.
- Alternative Work Schedule – Flextime, Compressed Workweek - The office tenant(s) may offer their employees the option to use an alternative work schedule. An alternative work schedule may include a compressed workweek (e.g., a four-day workweek) option or flextime (e.g., adjusting work hours to fit arrival and departure times).

M12 - Flex Time, Compressed Work Week, Telecommute

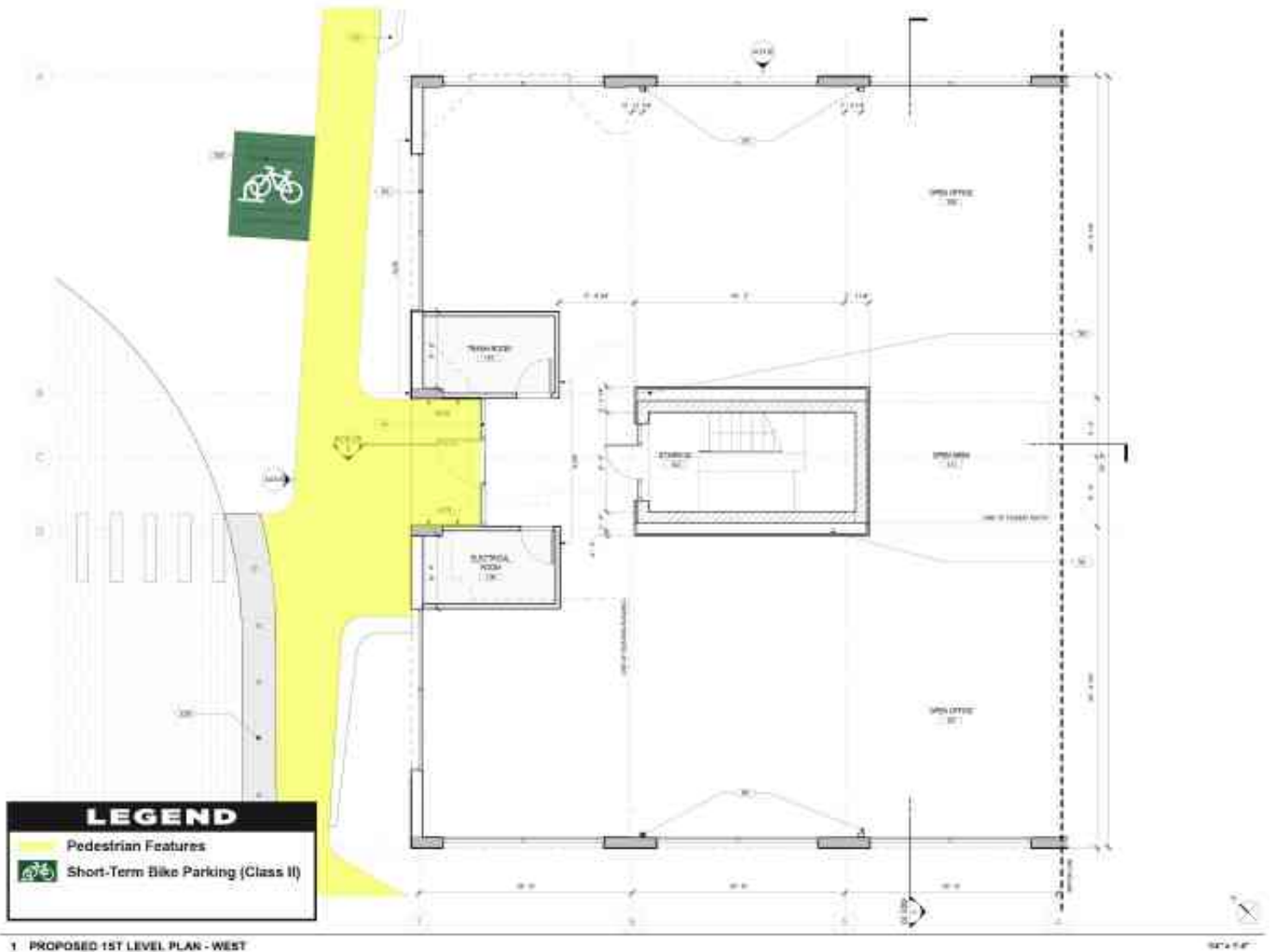
Flex time allows employees to adjust their daily work schedules. A compressed workweek allows employees to work fewer but longer days. Telecommuting functions similarly, allowing employees to work from home rather than the office and reducing vehicle travel on days they work remotely.

Flextime allows employees to adjust their daily work schedules. Flextime reduces peak-period congestion directly by shifting trips before or after peak periods and can also make ridesharing and transit use more feasible. A compressed work week allows employees to work fewer but longer days, thereby reducing the need to commute on the employee's day off. Telecommuting functions similarly, allowing employees to work from home rather than the office and reducing vehicle travel on days they work remotely.

TDM Site Plan - East



TDM Site Plan - West



TDM MONITORING & REPORTING

A comprehensive program of TDM measures and incentives can reduce parking demand, traffic, and air pollution, creating a more sustainable employment environment while freeing up valuable land for higher and better uses.

Adequate parking, traffic congestion, and air pollution are critical concerns for maintaining a healthy city economy. Traffic congestion results in time lost to residents and commuters and increased demand for City fiscal resources for roadway construction and maintenance. According to the U.S. Environmental Protection Agency, "mobile sources account for more than half of air pollution in the United States. The primary mobile source of air pollution is the automobile." "...today's motor vehicles are still responsible for up to half of all the emissions released into the air." "In the Bay Area, the transportation sector accounts for more than 50 percent of air pollution and more than 40 percent of greenhouse gas emissions."⁴

Annual Employee Commute Survey

Because the TDM Plan is performance-based, the tenant will perform an annual commute program evaluation (a five-day, weekday commute survey), allowing the property manager, tenant, and the city to assess the effectiveness of the unique program designed for this project. Survey data can inform marketing and outreach efforts for employees by targeting their specific commuting interests.

The commute survey will be a critical part of the monitoring process to evaluate and ensure the success of the TDM Plan's measures. Employees who do not participate in the commute survey will receive a drive-alone or SOV assignment by default. Therefore, the results will be appropriately conservative. Shown below is a sample commute survey question.

6. How did you **GET TO WORK LAST WEEK**. (select the **primary** transportation method you used.) **If you were out of the office, please describe your "typical" weekly commute activity.**

Commute Modes	
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	

Dropdown menu options:

- Drive alone to worksite
- Rode as a passenger in a carpool (did not drive)
- Carpooled with an employee/colleague
- Vanpooled (5+ people)
- Rode transit (bus, shuttle, train, etc.)
- Biked to work
- Walked/jogged to work
- Teleworked/worked remotely
- Rode motorcycle/scooter
- Did not work this day

⁴ Bay Area Air Quality Management District, Aaron Richardson, Public Information Officer

Annual Survey Report

Each year, the property manager, in cooperation with the tenant and their ETC, will prepare an annual TDM summary report for submission to the City's Chief Planner, documenting the TDM Plan's effectiveness.

The annual TDM summary report will include a determination of employees' commuting methods for a week based on employee survey responses. The summarized results from the employee survey will include quantitative data (e.g., mode split) and qualitative data (e.g., employees' perceptions of alternative transportation programs).

The report will also specify additional measures and activities to improve the mode-use rate in the coming year if needed. Survey data helps refocus TDM marketing, the Commuter Concierge, and employer(s) ETC efforts to maintain the project's trip-reduction commitment.

The first baseline survey will be conducted one year after occupancy, with subsequent employee surveys (and following annual surveys) held in the fourth quarter of each year. The table at the right shows a *sample* summary matrix of an employee commute survey.

Alternative Commuter Modes	Estimated % Users
Transit	10.0%
Carpool	10.0%
Telework	7.0%
Bicycle/scooter	3.3%
Vanpool	0.0%
Walk	1.0%
Total	31.3%

Annual Driveway Trip Counts

The property manager will conduct an annual driveway trip count study. The trip count study will document the effectiveness of the TDM Plan in achieving the required alternative mitigation of net-new peak-hour vehicle trips.

The driveway cordon hoses will be placed for one week to track all peak-hour trips, and the five-day peak-hour average will be calculated.

The peak period is from 6:00 AM to 10:00 AM and from 3:00 PM to 7:00 PM. Peak hour is the time of day when the heaviest daily traffic volume occurs, generally during the morning and afternoon commutes. Traffic counts will be obtained during AM and PM peak periods, and the volume from the heaviest hour of each period will be used to define the peak hours for that period. The highest net trips from AM or PM peak hours will be used.

Net trips will be calculated by subtracting trips for existing uses from those generated by the new project. The driveway trip count study, prepared by an independent consultant and paid for by the project, will work with the property manager, the designated employer contact, or the ETC.

No Expiration of TDM Plan or Programs

All measures in this TDM Plan will continue to be implemented by the applicant. The TDM Plan does not expire; it runs in perpetuity, and the City of Menlo Park may conduct periodic on-site audits to ensure its implementation.

ITE Trip Generation Estimate

The Institute of Transportation Engineers maintains trip-generation estimates for various land uses. The size and location are expected to generate 36 new net peak-hour vehicle trips (18 AM and 18 PM) for this project.

The project will reduce peak-hour trips by 20 percent, in accordance with the city's TDM requirements. The resulting allowable peak-hour trips should not exceed 29.

Land Use	ITE			Daily Trip Rate	Daily Trips	AM Peak Hour				PM Peak Hour			
						Pk-Hr Rate	Trips			Pk-Hr Rate	Trips		
	Code	Size	Unit	In	Out		Total	In	Out		Total		
General Office Building	760	15	ksf	7.83	117	1.24	16	2	18	1.18	3	15	18
Estimated net new project trips generated					117		16	2	18		3	15	18
Reduction							20%	20%	20%		20%	20%	20%
Trip & VMT Reduced							3	0	4		1	3	4
Net new trips less 20%							13	2	15		2	12	14

All rates are from: Institute of Transportation Engineers, *Trip Generation, 12th Edition* (average rates, expressed in trips per 1,000 s.f.)

1. Land Use Code 710: General Office

Calculations not verified by a traffic engineer.

C/CAG TDM Checklist

The 800 Oak Grove Ave. project will achieve a minimum trip-reduction target of 25 percent through its TDM Program to meet the county's target goals.

San Mateo City/County Association of Governments (C/CAG) has developed a list of TDM measures and associated trip reduction credits based on specific metrics for each of these measures. The C/CAG TDM Checklist on pages 31 and 32 shows the TDM measures that the project plans to implement. The listed mitigation measures result in a 29 percent reduction in trips, exceeding the 25 percent county goal.

Commute.org Certified Developer Program

The applicant or TDM Coordinator will participate in the Commute.org Certified Development Program and meet its annual requirements. The Certified Development Program provides developers (with projects in San Mateo County) with a formal certification of their active participation in Commute.org programs and services.

The developer must apply for and obtain Pre-Certification during the pre-construction phase, then complete the remaining steps to achieve full Certification upon completion of development.

Annually, project surveys are submitted to Commute.org to maintain Certification. This certification program was created as part of the Countywide Monitoring TDM Program, and the Certified Developer Program flier is attached.

TDM Plan Modifications

The City Director may approve minor modifications to an approved TDM plan that are consistent with the original findings and conditions approved by the review authority and would result in the same target minimum alternative mode use.

Enforcement of TDM Plan and Programs

According to the Zoning Code 11.64.090 – Administration, all projects are expected to implement their TDM program and meet the stated trip-reduction goals. Section 11.64.090 reads, "The City of Menlo Park shall certify annually to the congestion management agency that the ordinance codified in this chapter remains in effect. (Ord. 867 § 1 (part), 1995)."

800 Oak Grove Ave. – C/CAG TDM Checklist (Page 1)



C/CAG TDM Checklist
ccagtdm.org

Non-Residential (Office, Industrial, Institutional) Land Use:
Small Project
100-499 ADT; ~10,000-49,999 sq ft

Page 1 of 2

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: 800 Oak Grove Avenue, Menlo Park		Contact First and Last Name: Elizabeth Hughes
Parcel Number: 	Application Date: 2 5 2 0 2 6	Contact Phone Address: 408-620-2411
Project Jurisdiction: Menlo Park		Contact Email Address: elizabeth.hughes@tdmspecialists.com

B Trip Reduction Target Select one option based on your project's distance to high quality transit [Read more about high quality transit at ccagtdm.org/high-quality-transit](#)

Identify your project type

☒ **TOD**
Less than 1/2-mile from high quality transit service
25% Trip Reduction Required

☐ **Transit Proximate**
1/2 to 3 miles from high quality transit service
35% Trip Reduction Required

☐ **Non-Transit Proximate**
More than 3 miles from high quality transit service
35% Trip Reduction Required

C Required Measures You must select all measures that apply for your project type [Click on each measure's title for more information](#)

Measure	Project Types	Percentage	Yes
1 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 Provide TDM coordinator/liaison for tenants. May be contracted through 3rd party provider, such as Commute.org.	ALL	6.5%	☒
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 table 1-9		24%

Form Continues on Page 2 →

800 Oak Grove Ave. – C/CAG TDM Checklist (Page 2)

CCAG TDM Checklist		Non-Residential (Office, Industrial, Institutional) Land Use: Small Project		Page 2 of 2
ccagtdm.org		100-499 ADT; -10,000-49,999 sq ft		
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 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 M25 - 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 lines 17-23		5 %	
E Project Totals				
Percentage from Required Measures 24 % + Percentage from Additional Measures 5 % Total Percentage from all Selected Measures 29 %				
Trip Reduction Target 25 % Copy from section B				
Total Percentage from all selected measures must be greater than or equal to Trip Reduction Target				
F Submit Checklist				
See ccagtdm.org/submission for how to submit this form.				
Questions?				
Email Us support@ccagtdm.org				
Visit Our Website ccagtdm.org				

FINDINGS & CONCLUSION

The proposed trip reduction measures are practical and appropriate for an office setting, given the site's location, size, and operating hours.

This TDM Plan outlines clear strategies to support employee commuters. It includes targeted outreach, ongoing communication, a free, guaranteed ride-home program, transit information, and commuter support services. Together, these measures are designed to reduce drive-alone trips and make it easier for employees to choose other travel options.

The plan describes the physical improvements and program elements to be implemented, along with regular monitoring to measure performance and adjust strategies as needed.

By investing in transportation amenities, ridesharing programs, and commuter outreach, the project supports the City of Menlo Park's goals of reducing traffic and emissions while maintaining a strong, productive business environment.

ATTACHMENTS

List of Nearby Amenities

GRH Informational Flier

Commute.org Certified Developer Program Flier

List of Nearby Amenities

Restaurants, Cafes/Delis, Coffee, and Bakeries	Phone #	Distance Away
Bagel Street Café 746 Santa Cruz Ave, Menlo Park, CA	650-328-8809	0.10 miles
Clark's Oyster Bar 780 Santa Cruz Ave, Menlo Park, CA	650-285-0855	0.10 miles
Coffeebar 1149 Chestnut St, Menlo Park, CA	650-666-2626	0.10 miles
LeVant Dessert Café & Bakery 842 Santa Cruz Ave, Menlo Park, CA	650-402-2525	0.10 miles
Roma 820 Santa Cruz Ave, Menlo Park, CA	650-323-3665	0.10 miles
Mademoiselle Colette 816 Santa Cruz Ave, Menlo Park, CA	888-771-8229	0.10 miles
Camper 898 Santa Cruz Ave, Menlo Park, CA	650-321-8980	0.20 miles
Amici's East Coast Pizzeria 880 Santa Cruz Ave, Menlo Park, CA	650-329-8888	0.20 miles
The Posh Bagel 869 Santa Cruz Ave, Menlo Park, CA	650-329-8592	0.20 miles
Baskin-Robbins 863 Santa Cruz Ave, Menlo Park, CA	650-323-9335	0.20 miles
Yeobo, darling 827 Santa Cruz Ave, Menlo Park, CA	650-665-7799	0.20 miles
Subway 809 Santa Cruz Ave, Menlo Park, CA	650-330-1692	0.20 miles
Tilak Indian Cuisine 683 Santa Cruz Ave, Menlo Park, CA	650-384-6401	0.20 miles
Starbucks Coffee Company 643-693 Santa Cruz Ave, Menlo Park, CA	650-323-5118	0.20 miles
Bistro Vida 641 Santa Cruz Ave, Menlo Park, CA	650-462-1686	0.20 miles
Bar Loretta 639 Santa Cruz Ave, Menlo Park, CA	650-462-1686	0.20 miles
SusieCakes 642 Santa Cruz Ave, Menlo Park, CA	650-324-2252	0.20 miles
Mrs Khan Uyghur Cuisine 712 Santa Cruz Ave, Menlo Park, CA	650-752-6462	0.20 miles
Café Vivant 720 Santa Cruz Ave, Menlo Park, CA	650-557-2244	0.20 miles
La Stanza Cucina Italiana 651 Oak Grove Ave Suite H, Menlo Park, CA	650-326-1314	0.20 miles
Round Table Pizza 1225 El Camino Real, Menlo Park, CA	650-321-6861	0.20 miles

Retail	Phone #	Distance Away
• Bijoux bijoux 1155 Crane St #6, Menlo Park, CA	650-465-2525	285 ft.
• Benjamin Moore Gray's Paint 725 Oak Grove Ave, Menlo Park, CA		417 ft.
• Gray's Paint 717 Oak Grove Ave, Menlo Park, CA	650-322-2238	463 ft.
• Persian Rugs Clinic 1162 University Dr, Menlo Park, CA	650-422-9259	0.10 miles
• The Oriental Carpet 773 Santa Cruz Ave, Menlo Park, CA	650-327-6608	0.10 miles
• Penzeys Spices 771 Santa Cruz Ave, Menlo Park, CA	650-853-1785	0.10 miles
• Luminaire Menlo Park 870 Santa Cruz Ave #202, Menlo Park, CA	650-600-1431	0.20 miles
• Derby Interiors & Design 850 Santa Cruz Ave, Menlo Park, CA	650-521-0778	0.20 miles
• Stephen Miller Gallery 800 Santa Cruz Ave, Menlo Park, CA	650-327-5040	0.10 miles
• Menlo Flooring & Design 807 Santa Cruz Ave, Menlo Park, CA	650-384-6326	0.10 miles
• Flegels Design 730 Santa Cruz Ave, Menlo Park, CA	650-326-9661	0.10 miles
• American Cancer Society Discovery Shop 748 Santa Cruz Ave, Menlo Park, CA	650-325-8939	0.10 miles
• Aida Cosmetics 1146 Chestnut St, Menlo Park, CA	650-327-9882	0.10 miles
• J. Hilburn Stylist Studio 1148 Chestnut St, Menlo Park, CA	650-888-2480	0.10 miles
• Tibetan Holiday Special Market 628 Santa Cruz Ave, Menlo Park, CA	650-853-0155	0.20 miles
• Cheeky Monkey Toys 640 Santa Cruz Ave, Menlo Park, CA	650-328-7975	0.20 miles
• Bow Wow Meow 654 Santa Cruz Ave, Menlo Park, CA	650-323-2845	0.20 miles
• ACW Hardware 700 Santa Cruz Ave, Menlo Park, CA	650-325-2515	0.20 miles
• ABC Decorative Rugs 714 Santa Cruz Ave, Menlo Park, CA		0.20 miles
• Yves Delorme 656 Santa Cruz Ave, Menlo Park, CA	650-324-3502	0.20 miles
• Gitane 855 Santa Cruz Ave, Menlo Park, CA	650-853-1919	0.20 miles
• Fleet Feet 859 Santa Cruz Ave, Menlo Park, CA	650-325-9432	0.20 miles

• Dirty Birds Collective 1060 Evelyn St, Menlo Park, CA	650-847-1746	0.20 miles
• Hunter Douglas 865 Santa Cruz Ave, Menlo Park, CA		0.20 miles
• Trader Joe's 720 Menlo Ave, Menlo Park, CA	650-323-2134	0.20 miles
• Old World Designs 727 Santa Cruz Ave, Menlo Park, CA	650-321-3494	0.20 miles
• The Shop 725 Santa Cruz Ave, Menlo Park, CA	650-328-7467	0.20 miles
• Istanbul Rug Menlo Park 719 Santa Cruz Ave, Menlo Park, CA	650-847-1662	0.20 miles
• Mike's Camera 715 Santa Cruz Ave, Menlo Park, CA	650-323-7701	0.20 miles
• 360 Fitness Superstore 707 Santa Cruz Ave, Menlo Park, CA	650-330-2160	0.20 miles
• Feldman's Books 1075 Curtis St, Menlo Park, CA	650-326-5300	0.20 miles
• Walgreens 643 Santa Cruz Ave, Menlo Park, CA	650-321-1530	0.20 miles
• Mattress Firm 1189 El Camino Real, Menlo Park, CA	650-327-6288	0.20 miles
Health, Beauty & Fitness	Phone #	Distance Away
• Charisma Salon 1143 Crane St, Menlo Park, CA	650-289-0711	233 ft.
• Options Salon 825 Oak Grove Ave #502, Menlo Park, CA	650-326-1691	259 ft.
• Hair by Maryam 1148 Crane St, Menlo Park, CA	408-429-3304	262 ft.
• A Touch of Elegance Nail Care 1150 Crane St, Menlo Park, CA	650-321-0679	262 ft.
• Foreviva Medical Clinique 825 Oak Grove Ave, Suite D-101, Menlo Park, CA	650-843-0600	269 ft.
• Conhair 859 Oak Grove Ave, Menlo Park, CA	650-251-4010	276 ft.
• Expressions Salon 859 Oak Grove Ave, Menlo Park, CA	650-322-6641	276 ft.
• Curlzalamode 859 Oak Grove Ave, Menlo Park, CA	650-468-4450	276 ft.
• Menlo Dermatology Medical Group 888 Oak Grove #8, Menlo Park, CA	650-325-1511	338 ft.
• Crane Street Dermatology 1225 Crane St, Menlo Park, CA	650-323-0276	361 ft.
• Robin Tobias (Physical Therapist) 1225 Crane St, Menlo Park, CA	650-323-3001	361 ft.

• MPX Strength Studio 887 Oak Grove, Suite A, Menlo Park, CA		374 ft.
• Alval Skin 1220 University Dr #203B, Menlo Park, CA	650-815-6215	0.10 miles
• Mid-Peninsula Chiropractic Clinic 1155 University Dr, Menlo Park, CA	650-326-5927	0.10 miles
• Spa de Menlo 718 Santa Cruz Ave, Menlo Park, CA	650-445-5346	0.10 miles
• Kendra's Spa 1135 Chestnut St, Menlo Park, CA	650-321-3336	0.10 miles
• Shypulski & Associates 1133 Chestnut St, Menlo Park, CA	650-326-8111	0.10 miles
• Menlo Optical 1166 University Dr, Menlo Park, CA	650-322-3900	0.10 miles
• DJ's Hair Design Inc 814 Santa Cruz Ave, Menlo Park, CA	650-699-3432	0.10 miles
• Salon Cozzolino 812 Santa Cruz Ave, Menlo Park, CA	650-384-6460	0.10 miles
• Hair by Dontay 812 Santa Cruz Ave, Menlo Park, CA	650-575-8856	0.10 miles
• Avant Optometry 811 Santa Cruz Ave, Menlo Park, CA	650-326-2177	0.10 miles
• Royal Nails Salon 681 Oak Grove Ave Unit D, Menlo Park, CA	650-847-1965	0.10 miles
• Linda Nichols Massage Therapy 681 Oak Grove Ave #E, Menlo Park, CA	650-207-0343	0.10 miles
• Nooria's Electrolysis & Permanent Makeup 681 Oak Grove Ave #E, Menlo Park, CA	650-324-3243	0.10 miles
• Megan Skin Care & Beauty 932 Santa Cruz Ave, Menlo Park, CA	310-906-7355	0.20 miles
• Sky Nails 1059 Crane St, Menlo Park, CA	650-462-0836	0.20 miles
• Menlo Park Family Dental 1300 University Dr, Suite 5, Menlo Park, CA	650-325-7711	0.20 miles
• La Migliore Aveda Concept Salon 644 Santa Cruz Ave, Menlo Park, CA	650-321-1100	0.20 miles
• Scott Kaloust, DDS (Orthodontics) 1300 University Dr, Suite 2, Menlo Park, CA	650-326-0250	0.20 miles
• Accent on Eyewear 729 Santa Cruz Ave, Menlo Park, CA	650-322-7502	0.20 miles
• Hair Mill 1050 Chestnut St #101, Menlo Park, CA	650-323-0653	0.20 miles
• Dolly & Shyama Threading Salon 1080 Curtis St, Menlo Park, CA	510-943-8966	0.20 miles
Services	Phone #	Distance Away

• AJ Tutoring 1155 Crane St #1, Menlo Park, CA	650-331-3251	105 ft.
• Bay Area Health Insurance Marketing 825 Oak Grove Ave, Building A204, Menlo Park, CA	650-854-8963	187 ft.
• Peninou French Laundry & Cleaners 1142 Crane St, Menlo Park, CA	650-322-7562	302 ft.
• Menlo Chinese School 885 Oak Grove Ave, Suite 102, Menlo Park, CA	718-219-1180	348 ft.
• Martin Johnson Insurance 1182 Chestnut St, Menlo Park, CA	650-325-0051	459 ft.
• Mish International Monetary Inc (Coin Dealer) 1154 University Dr, Menlo Park, CA	650-324-9110	0.10 miles
• Bay Area Learning Partners 1160 University Dr, Menlo Park, CA	650-382-2512	0.10 miles
• Peninsula Associates Speech Therapy Services 1220 University Dr, Suite 202, Menlo Park, CA	650-709-9780	0.10 miles
• QWERTY Education Services 1155 University Dr, Suite B, Menlo Park, CA	650-789-7115	0.10 miles
• Menlo Shirt Laundry & Dry Cleaners 1115 Chestnut St, Menlo Park, CA	650-323-2744	0.10 miles
• Block Advisors 1162 Chestnut St, Menlo Park, CA	650-322-2608	0.10 miles
• Camino Coin Co 846 Santa Cruz Ave, Menlo Park, CA	650-348-3000	0.10 miles
• Rococo & Taupe 844 Santa Cruz Ave, Menlo Park, CA	650-308-9690	0.10 miles
• Menlo Art Cleaners 824 Santa Cruz Ave, Menlo Park, CA	650-324-3606	0.10 miles
• Menlo Atherton Reweavers 671 Oak Grove #L, Menlo Park, CA	650-322-0789	0.10 miles
• Farmers Insurance 671 Oak Grove Ave #A, Menlo Park, CA	650-327-1313	0.10 miles
• MPA Karate: Z-Ultimate Studio 1131 Chestnut St, Menlo Park, CA	650-215-1927	0.10 miles
• Top Fresh Vents Cleaning Service 1146 Chestnut Lane, Menlo Park, CA	650-955-1563	0.10 miles
• Menlo Chinese School 934 Santa Cruz Ave, Menlo Park, CA	718-219-1180	0.20 miles
• Design Matters (Interior Designer) 888 Santa Cruz Ave, Menlo Park, CA	650-227-4420	0.20 miles
• Valerie Wilson Travel 825 Santa Cruz Ave, Menlo Park, CA	650-485-4545	0.20 miles
• FROSCH Travel 825 Santa Cruz Ave, Menlo Park, CA	650-328-2030	0.20 miles
• Passport Photos by PhotoAiD	844-435-1663	0.20 miles

643 Santa Cruz Ave, Menlo Park, CA		
• Terminix 1185 El Camino Real, Menlo Park, CA	650-285-6739	0.20 miles
• Sarah & Friends Interiors 1179 El Camino Real, Menlo Park, CA	650-720-2692	0.20 miles
• Lorist Franz W (Watch Repair) 651 Oak Grove Ave #K, Menlo Park, CA	650-322-9821	0.20 miles
• VIP Petcare Vaccination Clinic 654 Santa Cruz Ave, Menlo Park, CA	800-427-7973	0.20 miles
Leisure & Entertainment	Phone #	Distance Away
• Gallery House 826 Santa Cruz Ave, Menlo Park, CA	650-384-6066	0.10 miles
• Stephanie Breitbard Fine Arts 779 Santa Cruz Ave, Menlo Park, CA	650-391-9091	0.10 miles
• Stephen Miller Gallery 800 Santa Cruz Ave, Menlo Park, CA	650-327-5040	0.10 miles
• Menlo Park Academy of Dance 1163 El Camino Real, Menlo Park, CA	650-323-5292	0.20 miles
Transportation, Gas, Shipping & Storage	Phone #	Distance Away
• ChargePoint Charging Station 1198 Crane St, Menlo Park, CA	888-758-4389	325 ft.
• FedEx OnSite 643 Santa Cruz Ave, Menlo Park, CA	800-463-3339	0.20 miles
• United States Postal Service 655 Oak Grove Ave, Menlo Park, CA	800-275-8777	0.20 miles
Banks & ATM	Phone #	Distance Away
• Wells Fargo 735 Santa Cruz Ave, Menlo Park, CA	650-289-1036	0.10 miles
• BMO Bank 701 Santa Cruz Ave, Menlo Park, CA	650-328-4530	0.20 miles
• Chase Bank 650 Santa Cruz Ave, Menlo Park, CA	650-853-2655	0.20 miles

Daycare	Phone #	Distance Away
Linda Mood-Bell Learning Center 1134 Crane St Suite 100, Menlo Park, CA	650-321-1191	341 ft.
Stanford Park Nannies 713 Santa Cruz Ave #1, Menlo Park, CA	650-462-4580	0.20 miles
Traditions TLC 1259 El Camino Real, Menlo Park, CA	650-533-3272	0.30 miles
Kirk House Preschool 950 Santa Cruz Ave, Menlo Park, CA	650-323-8667	0.30 miles
Menlo-Atherton Cooperative Nursery School 802 Middle Ave, Menlo Park, CA	650-434-2667	0.60 miles

GRH Informational Flier



Guaranteed Ride Home (GRH) Program Rules

The Guaranteed Ride Home (GRH) program reimburses eligible San Mateo County commuters for emergency rides home when an unexpected, qualifying situation prevents them from using their usual sustainable commute.

Eligibility Requirements

- To be eligible for the GRH program, participants must meet **all** of the following:
- Be 18 years of age or older
- Work or attend college in San Mateo County
- Not be covered by an employer- or school-provided similar GRH program
- Have commuted to work or college using a sustainable mode—such as carpool, vanpool, transit, shuttle,
- Have a [CommuteStar](#) account and log the qualifying commute trip

Program Rules

The following rules apply to all GRH reimbursement requests:

- Participants may submit up to four (4) GRH reimbursement requests per calendar year, \$60 per trip (excluding gratuities)
 - Participants who carpooled, vanpooled, biked, or walked to work and used public transit for their GRH trip home are eligible for a \$5 bonus
- GRH may only be used for unexpected and qualifying emergencies
 - See [What reasons qualify?](#) and [What reasons are not covered?](#)
- Requests must be submitted within 14 days of the GRH trip
- All requests are subject to eligibility and documentation verification
- Submission of false, altered, or misleading information may result in denial of reimbursement and removal from the program
- GRH benefits are available until program funds are exhausted



Guaranteed Ride Home FAQs

How do I request reimbursement?

Eligible CommuteStar users have access to up to four (4) GRH rides per calendar year, subject to program rules.

To request reimbursement:

- Log in to the **CommuteStar** app or website (star.commute.org)
- Log your commute to work or college trip using a sustainable commute mode
- Navigate to the **Home** screen and select the **Guaranteed Ride Home** banner
- Click **GRH Reimbursement**
- Complete the request form, select your preferred reimbursement method (Tango e-gift card or PayPal), and upload your trip receipt

Requests must be submitted within 14 days of the GRH trip.

What transportation options can I use for my GRH trip?

You decide (e.g. Uber, Lyft, taxi, or public transit). An itemized receipt is required for reimbursement and must clearly show the following:

- Date and time of the trip
- Start location
- End location
- Itemized breakdown of costs (including any fees and gratuities)

Receipts that do not include this information may be denied.

How and when will I be reimbursed?

Please allow up to 14 days for Commute.org staff to review and process your request. After approval, delivery timeframes vary by reimbursement method:

- **Tango e-gift card:** Typically delivered via email from [Tango Card](#) within 1-2 business days. The email will include a redemption link that allows you to choose from 80 or more retailers, including Visa.
- **PayPal:** Typically deposited in your PayPal account within 3-5 business days.

We may request additional information or documentation as part of the review process. Failure to provide requested information within 7 days may result in denial of reimbursement.

What reasons qualify?

GRH reimbursement may be provided for the following qualifying emergencies:

- Personal or family illness
- Bicycle theft or breakdown
- Home emergency
- Eldercare or daycare emergency
- Unforeseen change of work schedule resulting in loss of commute mode home (requires confirmation from supervisor)
- Inclement weather (for walkers/bicyclists)
- Carpool/vanpool partner emergency resulted in loss of ride home

What reasons are not covered?

GRH reimbursement will not be provided for:

- Transit delays
- Personal appointments
- Medical visits for job-related injury
- Arrival to work or college using Uber/Lyft
- Business related travel
- Natural disasters

What destinations are allowed for the GRH trip?

- Commuter's home
- Hospital or urgent care (non-emergency)
- Daycare facility or K-12 school
- Eldercare facility
- Local transit station

When does the program end?

The program runs until program funds are exhausted. CommuteStar users will be notified via email and through CommuteStar if that occurs.

Additional questions?

For additional questions or assistance, please contact Commute.org at support@commute.org.

Commute.org Certified Developer Program Flier



Certified Development Program

The *Certified Development Program* is designed to provide developers with projects in San Mateo County with a formal certification of their active participation on Commute.org programs and services. Active participation is 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 program is to provide developers access to a set of TDM programs and services that can be integrated into the other tools they will use to reduce VMT and trip counts to new developments in San Mateo County.

This document provides guidance on how to become certified and is outlined as follows:

- Program Overview
- Certification Process
- Requirements for Active Participation
- Certification Process Flow

For more information about the Certified Development Program, please visit www.commute.org/resources/developers or contact our TDM Policy team at TDMpolicy@commute.org.

Program Overview

A development project can earn certification in the Commute.org *Certified Development Program* by successfully completing the process described in this document. The developer must apply for and receive Pre-Certification during the pre-construction phase and then, upon completion of the development, comply with the remaining steps to achieve full Certification.

Any development project subject to the C/CAG Countywide TDM Policy may be required to receive and retain *Certified Development Program* status. Projects in jurisdictions that are exempt from the C/CAG policy, may or may not be required to have the certification. The VMT mitigation and TDM programming agreements between the developers and the exempt jurisdictions can, but are not required to, include the *Certified Development Program* requirement.

Commute.org's TDM Policy team will provide guidance and support to developers throughout the process. An online platform will be used to track compliance and record completed documentation.

Certification Process

Each development project that needs or wants to be certified must complete the following steps:

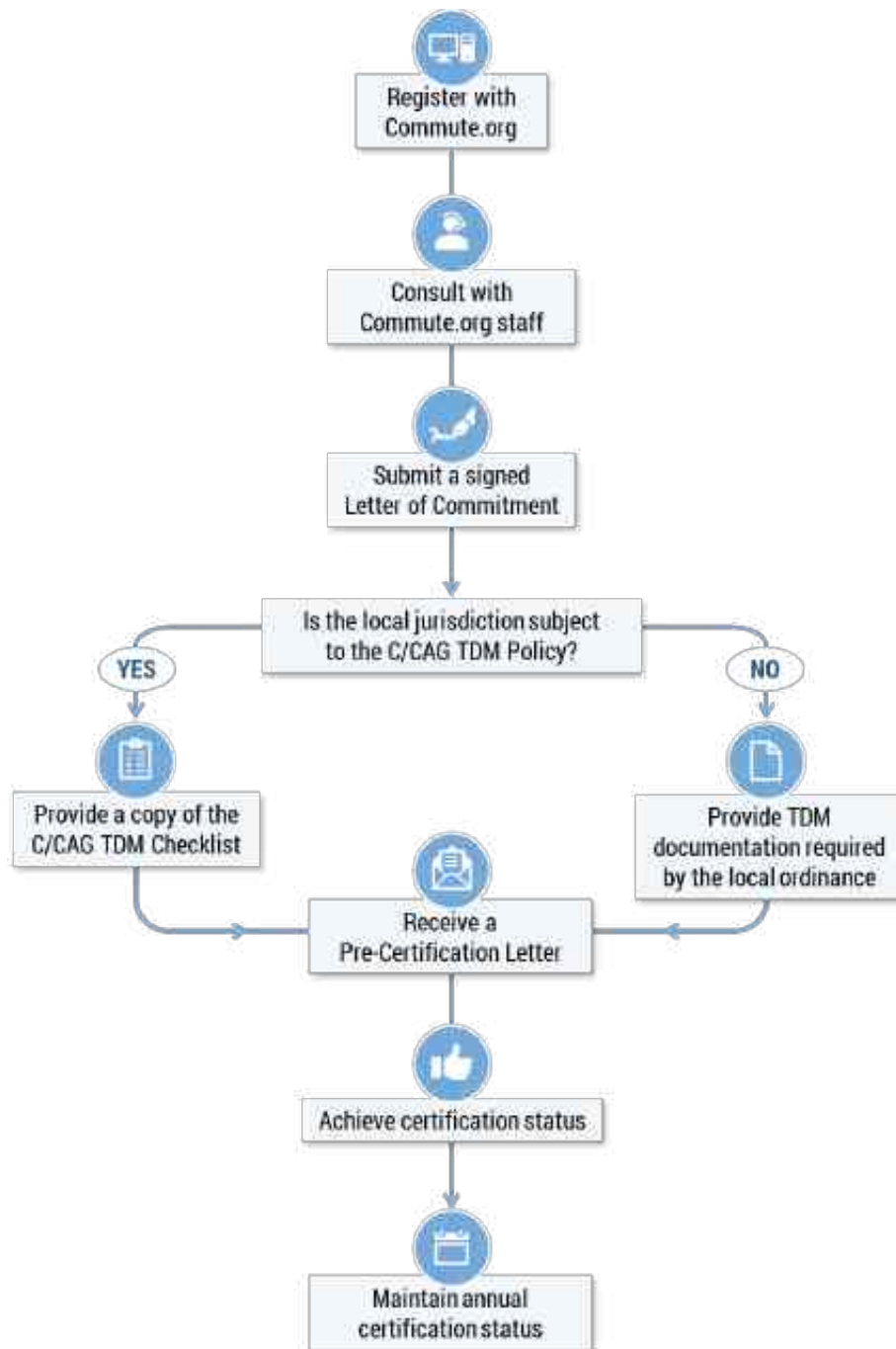
1. **Register with Commute.org** and provide the following information:
 - Project name
 - Project address
 - Project description including proposed land use(s), square footage/units, parking
 - Development timeline and expected occupancy date(s)
 - Developer contact(s)
 - TDM contact(s): person(s) responsible for the TDM component of the development plan (may be a third-party consultant)
 - Jurisdiction contact(s): local jurisdiction staff that the developer is working with
2. **Consult with Commute.org staff** to verify the certification process and requirements for active participation.
3. **Submit a signed Letter of Commitment** confirming that the developer and/or their successor(s) will be active participants with Commute.org.
4. **Provide a copy of the [C/CAG TDM Policy Checklist](#)** or equivalent documentation from local jurisdiction (if applicable).
5. **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).
6. **Achieve certification status** within six months of receiving Certificate of Occupancy. Requires completion of Commute.org program training and submittal of initial TDM Survey.
7. **Maintain annual certification status** with Commute.org by complying with the requirements for active participation.

Requirements for Active Participation

Development projects will be considered active participants with Commute.org if they comply with the requirements below. Commute.org will track active participation on an ongoing basis through our online monitoring platform and provide appropriate jurisdictions with annual updates regarding active participation. Participating jurisdictions will also have access to the platform for ongoing monitoring and reporting purposes.

1. **Provide a copy of the Final TDM Plan** approved by the local jurisdiction (if applicable)
2. **Provide a copy of the Final TDM Checklist** or similar TDM requirements list approved by C/CAG or the local jurisdiction (if applicable)
3. **During the development phase:**
 - Maintain an active point(s) of contact
 - Receive communications from Commute.org
 - Inform Commute.org of any significant development changes (e.g., land use, project size, TDM Plan, development timeline/occupancy date, ownership)
4. **During the post-development phase:**
 - Maintain an active point(s) of contact
 - Receive communications from Commute.org
 - Identify the party(ies) responsible for complying with the ongoing requirements (e.g., developer, property manager, third-party consultant, key tenant)
 - o If the developer outsources property management or leases the property to a single tenant, then the developer shall require the property manager and/or key tenant to register with Commute.org
 - o If the development undergoes a change of ownership, then the seller is responsible for ensuring that the acquirer is introduced to Commute.org and that the responsibilities for achieving or retaining certification transfer to the new owner
 - Responsible party is required to:
 - o Attend annual Commute.org program training
 - o Actively promote applicable Commute.org programs and services to tenants
 - o Host an annual transportation-oriented event for tenants
 - o Sponsor and/or participate in Commute.org's challenges and special events
 - o Participate in a Commute.org sponsored shuttle if the project is located on or near an existing shuttle route
 - o Comply with the requirements of the [Bay Area Commuter Benefits Program](#) (only applies to tenants with 50+ employees)
 - o Complete the following surveys on an ongoing basis:
 - TDM Survey: annual update of Commute.org TDM Survey confirming programs and services offered at the development
 - TDM Self-Certification: biennial confirmation of compliance with the C/CAG TDM Policy (if applicable)
 - Tenant Travel Behavior Survey: biennial survey of tenants' employees to capture commute mode and frequency

Certification Process Flow



Funding provided by:





July 26, 2024

Odoo

Attn: Renee Carano

Head of Business Operations

8000 Marina Boulevard, Brisbane, CA

RE: Pre-Certification for Commute.org's Certified Development Program

Project Name: 8000 Marina Boulevard, Tenant Improvements to Levels 1,3, and 5

Project Address: 8000 Marina Boulevard, Brisbane, CA

Name of Owner: Odoo

Dear Renee Carano,

On behalf of Commute.org, I am writing to confirm that the proposed development referenced above is pre-certified under our *Certified Development Program*. The applicant has committed to being an active participant in Commute.org programs and services by meeting the following requirements:

- Registration in the *Certified Development Program*
- Consultation with Commute.org staff
- Submittal of a signed Letter of Commitment
- Submittal of a draft C/CAG TDM Policy Checklist or equivalent TDM documentation required by the local jurisdiction

This pre-certification will remain in effect until six months after receiving the Certificate of Occupancy.

Thereafter, certification status can be achieved by completing Commute.org program training and submitting an initial TDM Survey within six months of receiving the Certificate of Occupancy. The responsible party(ies) must also maintain annual certification status by complying with the *Requirements for Active Participation*, as published on the program website <https://commute.org/resources/developers/>.

If you have any questions or need additional information, please contact me or our TDM Policy team at TDMpolicy@commute.org.

Sincerely,

A handwritten signature in black ink that reads "John Ford". The signature is written in a cursive, flowing style.

John Ford
Executive Director

**TDM SPECIALISTS, INC., a GALLOWAY COMPANY
QUALIFICATIONS**



Full-Spectrum Development & Mobility Solutions

Galloway & Company delivers integrated architecture, engineering, planning, surveying, and mobility services — supporting projects from early due diligence through design, construction, and long-term operations. Their **Full Spectrum Approach™** connects specialists across every phase to streamline delivery, improve coordination, and reduce development risk.

Core Capabilities

- Architecture & Interior Design
- Civil, Structural & MEP Engineering
- Land Surveying & Geospatial Services
- Landscape Architecture & Urban Planning
- Traffic Engineering & Water Resources
- Development Services & Entitlements
- Transportation Demand Management (TDM)
- Parking, Mobility & Workforce Access

Mobility & Community Impact

- Reduce Costs
Lower parking and infrastructure expenditures through smart TDM strategies.
- Improve Access
Enhance commuter connectivity and workforce mobility.
- Sustainability & Resilience
Support regulatory compliance and long-term operational efficiency.

Markets Served



  **National Expertise. Local Delivery.** — With offices across the U.S. and professionals licensed nationwide, Galloway combines national capabilities with local market knowledge for projects of all sizes.

Memo

Date: August 21, 2026

To: Rob Zirkle, 800 Oak Grove Owner, LLC

From: Valerie Tan, Franziska Church, AICP, Fehr & Peers

Subject: Project Trip Generation Estimates for the 800 Oak Grove Avenue Residential Development and Office Renovation in Menlo Park, CA

This memorandum documents the trip generation estimates for the proposed mixed-use residential and office development ("Project") at 800 Oak Grove Avenue, Menlo Park, California. The Project proposes to construct a new six-story, 15-unit condo development and renovate the existing building entitled for use as a bank to a 15,307.3 square feet (s.f.) office building. The project will expand the existing 14,902.6 s.f. building entitled for use as a bank by about 405 square feet. In accordance with the City of Menlo Park's ("City") Transportation Analysis Guidelines (City Council Policy #CC-20-012), this Project can be exempt from conducting a level of service (LOS) analysis because it will generate negative net new (project trips minus trips from existing use on the site) daily vehicle trips. The Project will require a vehicle miles traveled (VMT) analysis because it will generate more than 100 gross daily vehicle trips.

Project Description and Site Context

The Project proposes the construction of a six-story, 15-unit condominium development while maintaining and renovating the existing two-story, 14,902.6 s.f. bank to a 15,307.3 s.f. office building. The Project site is located at the southwest corner of Oak Grove Avenue and Crane Street in Menlo Park, California, and is within the El Camino Real and Downtown Specific Plan Area.

The site is accessible via local streets and is approximately 0.5 miles from the Menlo Park Caltrain Station. There are SamTrans bus stops within 0.5 miles of the Project site on El Camino Real that is served by routes 82, 83, 86, 88, 296, and ECR, providing connections to Menlo Park, Palo Alto, Redwood City, and other Peninsula destinations. In addition, there are City of Menlo Park shuttle stops serving the Project site via the M1 Crosstown Shuttle and M3 Marsh Road Shuttle. The M1 Crosstown Shuttle includes a stop at Crane Place, approximately one block from the site.

Vehicle Trip Generation

Project trip generation represents the amount of vehicular traffic a project would add to the surrounding roadway system. Trip generation estimates are prepared for a typical weekday, including a 24-hour daily period as well as the weekday morning and evening commute peak hours.

Methodology

Trip generation involves estimating the amount of additional vehicle traffic a project will introduce to the surrounding road network. Estimates for project trip generation are calculated for a 24-hour weekday, as well as morning and evening peak hour when adjacent street traffic is typically at its highest. The Institute of Transportation Engineers (ITE) provides weekday daily, morning peak hour, and evening peak hour trip generation rates in the *Trip Generation Manual, 12th Edition*. ITE's *Trip Generation Manual* is a comprehensive national resource with data from trip generation surveys conducted for numerous land use types and varying site contexts throughout the United States or from local trip generation surveys. ITE recognizes the limitations of using national rates that have been collected over several decades and recommends the use of validated local data when the data sources are not representative of local conditions.

Project Vehicle Trip Estimates

We developed trip estimates for both the proposed and existing land uses. Trips associated with the existing use are subtracted from the proposed land uses to calculate net new project trips.

Proposed Land Uses

For the proposed development, average trip generation rates from Multifamily Housing (Mid-Rise) (ITE Code 221) were applied to the residential component. Rates from General Office Building (ITE Code 710) were applied to the proposed office component. The results of this analysis are presented in **Table 1**.

Table 1: Proposed Project Trip Generation Estimates

ITE Land Use	Size / Units	Direction	Daily	AM	PM
Proposed Residential Development					
		In	35	2	3
ITE [221]: Multifamily Housing (Mid-Rise)	15 Dwelling Units	Out	35	3	1
		Total [a]	70	5	4
Proposed Office Development					
		In	152	33	7
ITE [710]: General Office	15,307.3 s.f.	Out	152	4	39
		Total [b]	304	37	46
Total Proposed Project Trips = [a] + [b]			374	42	50

Notes:
ITE 221 Multifamily Housing (Mid-Rise) Trip Generation Calculations [Average Rate]:
Daily: 4.75
AM Peak Hour: 0.32
PM Peak Hour: 0.29
ITE 710: General Office Building Trip Generation Calculations [Fitted Curve]:
Daily: $T = 6.18(X) + 207.96$
AM Peak Hour: $T = 1.12(X) + 19.95$; 88% inbound, 12% outbound
PM Peak Hour: $T = 0.99(X) + 31.14$; 16% inbound, 84% outbound
Source: ITE Trip Generation Manual, 12th Edition, 2025; Fehr & Peers, 2026.

As shown in **Table 1**, the proposed Project is estimated to generate 374 gross weekday daily trips, 42 gross AM peak hour trips, and 50 gross PM peak hour trips.

Existing Land Use

Project vehicle trip generation was also estimated for the existing land use at the site using the applicable ITE Trip Generation rate.

EXISTING BANK TRIP GENERATION

Trip generation estimates were calculated for the two-story, 14,902.6 s.f. existing bank using ITE Land Use Code 911 (Walk-In Bank). However, ITE provides trip generation data for this land use category only for the PM peak hour and does not include daily or AM peak hour rates. ITE Land Use Code 912 (Drive-In Bank) includes daily, AM peak hour, and PM peak hour trip generation rates. Since the temporal distribution of trips for a walk-in bank and drive-in bank are similar, we applied the proportional relationship between the daily, AM peak hour, and PM peak hour rates for the Drive-In Bank land use to the Walk-In Bank PM peak hour rate. Specifically, for the Drive-In Bank, the PM peak hour rate represents approximately 22 percent of the daily rate, and the AM peak hour rate represents approximately 48 percent of the PM peak hour rate. These proportions were applied to the Walk-In Bank PM peak hour rate to estimate corresponding daily and AM peak hour trip generation.

The trip generation estimates for the existing land use are presented below in **Table 2**.

Table 2: Existing Land Use Trip Generation Estimates

ITE Land Use	Size / Units	Direction	Daily	AM	PM
Existing Bank Land Use					
ITE [911]: Walk-In Bank ^{1,2,3}	14,902.6 s.f.	In	430	49	80
		Out	430	36	101
Total Existing Trips (Credit) =			860	85	181

Notes:

- 1. ITE Land Use Code 911 does not provide Daily or AM Peak Hour average rates. Daily and AM peak hour trips for the Walk-In Bank (ITE Code 911) were estimated by applying the proportional relationship observed in the Drive-In Bank (ITE Code 912) land use between daily, AM peak hour, and PM peak hour rates to the published PM peak hour rate for ITE Code 911.
- 2. ITE 911: Walk-In Bank Trip Generation Calculations [Average Rate]:
Daily: 57.65
AM Peak Hour: 5.73
PM Peak Hour: 12.13
- 3. ITE 912: Drive-In Bank Trip Generation Calculations [Average Rate]:
Daily: 98.85
AM Peak Hour: 9.95
PM Peak Hour: 21.03

Source: ITE Trip Generation Manual, 12th Edition, 2025; Fehr & Peers, 2026.

As shown in **Table 2**, the existing bank generates an estimated 860 weekday daily trips, 85 AM peak hour trips, and 181 PM peak hour trips.

Net New Trip Generation

Using the proposed project's land uses, and Fehr & Peers' approach to the existing land use, Total Net New Trip Generation was estimated for the Project by subtracting the existing trip credit from the proposed trip generation. The results are illustrated in **Table 3** below.

Table 3: Net New Project Trip Generation Estimates

ITE Land Use	Size / Units	Direction	Daily	AM	PM
Proposed Residential Development					
ITE [221]: Multifamily Housing (Mid-Rise)	15 Dwelling Units	In	35	2	3
		Out	35	3	1
		Total [a]	70	5	4
Proposed Office Development					
ITE [710]: General Office	15,307.3 s.f.	In	152	33	7
		Out	152	4	39
		Total [b]	304	37	46
Total Proposed Project Trips = [a] + [b]			374	42	50
Existing Bank Land Use (Credit)					
ITE [911]: Walk-In Bank	14,902.6 s.f.	In	430	49	80
		Out	430	36	101
Total Existing Trips (Credit) =			860	85	181
Net New Project Trips (Total Proposed Project Trips) - (Existing Trip Credit)			-486	-43	-131

Source: ITE Trip Generation Manual, 12th Edition, 2025; Fehr & Peers, 2026.

As shown in **Table 3**, the proposed Project is estimated to generate 486 fewer net weekday daily trips, 43 fewer net AM peak hour trips, and 131 fewer net PM peak hour trips than the existing use.

City Transportation Analysis Guidelines

The City of Menlo Park's Transportation Impact Analysis Guidelines (City Council Policy #CC-20-012) include screening thresholds that identify when projects may be exempt from further transportation analysis. Projects with negative net new daily vehicle trips can be exempt from a quantitative LOS analysis and can prepare a qualitative LOS analysis instead. Projects with less than 100 gross daily vehicle trips are generally exempt from VMT analysis.

LOS Screening Determination

The Project is estimated to generate 486 fewer net new daily vehicle trips than the existing use, and thus meets the LOS analysis criteria to be exempt from a quantitative LOS analysis. While the Project is not required to provide a quantitative LOS analysis, it is expected to have a negligible effect on adjacent roadway and intersection operations, as it generates fewer vehicle trips during peak hours than the existing use. Even without accounting for trip credits from the existing use, the Project

would generate a low number of vehicle trips (50 or less in the peak hour) and would not have a measurable effect on nearby intersection operations.

VMT Screening

The City's Transportation Impact Analysis Guidelines (#CC-20-012) also include a screening threshold for vehicle miles traveled (VMT) analysis based on the following exemption criteria:

- Projects generating fewer than 100 vehicle trips per day
- Local-serving retail and other commercial projects with 10,000 square feet or less of total floor area
- Residential or office developments located in a low VMT area and within one-half mile of an existing major transit stop or high-quality transit corridor
- One hundred percent affordable housing developments located either in a low VMT area or within one-half mile of an existing major transit stop or high-quality transit corridor
- Local-serving public facilities with 10,000 square feet or less of new or added floor area, such as libraries, police stations, fire stations, or parks; projects outside this description must demonstrate local-serving status to the satisfaction of the City
- Projects consistent with the El Camino Real and Downtown Specific Plan

This Project can screen out of a VMT analysis only if it meets one or more of the City's screening criteria. Based on the project characteristics and trip generation estimates, the Project does not qualify under the first five criteria because it generates more than 100 gross vehicle trips per day (374 gross weekday daily trips) and is not located in a low VMT area (15 percent below the regional average for employment and residential uses).

However, the Project may screen out under the sixth criterion, consistency with the El Camino Real and Downtown Specific Plan (2011), since the project is located within the boundaries of the Specific plan. Screening eligibility under this criterion can be determined upon completion of the Menlo Park El Camino Real and Downtown Specific Plan Standards and Guidelines: Project Compliance Worksheet¹ and confirmation of consistency by Menlo Park City Planning Staff.

¹ Menlo Park El Camino Real/Downtown Specific Plan Standards and Guidelines: Project Compliance Worksheet: https://www.menlopark.gov/files/sharedassets/public/v/1/community-development/documents/ecr-d_standards-and-guidelines-table_201412051205413232.pdf

Tree Survey and Tree Protection Report

Inspection Date: 9/23/25
Updated 8/14/26
Project Arborist: Kevin J. Carlson

Mr. Jimmy Keane
Prince Street Partners
RE: 800 Oak Grove Ave.
Menlo Park, CA
APN: 071-091-520

Kevin J. Carlson

*ISA Board Certified Master Arborist #WE-7475B
ASCA Registered Consulting Arborist #629
ISA Tree Risk Assessment Qualified
ISA Prescription Pruning Qualified
ASCA Tree and Plant Appraisal Qualified*

ASSIGNMENT

Conduct a visual inspection of all trees within the project area that meet the applicable local ordinance or project size threshold. Measure, identify, map, and tag individual trees as required, and document their species, size, health, structural condition, and preservation status.

Prepare a Tree Survey and Tree Protection Report that includes a tree inventory, tree location map, photographs, and recommendations regarding retention or removal of individual trees. Evaluate the potential effects of the proposed project on retained trees, including impacts associated with grading, excavation for utility installation, retaining walls, drainage improvements, foundations, paving, landscaping, irrigation, and other construction activities.

Develop site-specific tree protection recommendations and construction mitigation measures intended to minimize impacts to retained trees during all phases of construction. Where applicable, identify trees that cannot be reasonably preserved due to unavoidable project conflicts and provide the arboricultural basis supporting those conclusions. The report is intended to assist the project team and the reviewing agency in evaluating the relationship between the proposed development and the existing tree resources on the property.

REFERENCED PLAN SHEETS

The following plan sheets were used in preparing this updated version of the report.

Site Plan sheet A1.01 - Prince Street Partners (Architect) 7/28/26

Existing Conditions and Survey TM-3 - CBG (Civil Engineer) 7/28/26

Landscape Plans - L1.00 through L4.02 - CREO (Landscape Architect) 7/28/26

SUMMARY

This survey provides a numbered map, detailed information, and valuations for each tree surveyed. The complete list of trees and all relevant information, including their health and structure ratings, their “Heritage Tree” status, and the attending arborist’s comments, can be found in the *Tree Survey Data Table*.

There are a total of 28 trees included in this report, 15 of which are protected under the provisions of the *City of Menlo Park Heritage Tree Ordinance*. The proposed dispositions are as follows:

A: Retain and protect; condition warrants long-term preservation: **12 trees.**

B: Preservable; trees are a benefit and may be worthy of extensive effort or design accommodation: **1 tree.**

C: May be preservable, but is not worthy of extensive effort or design accommodation: **0 trees.**

D: Recommend removal due to existing health and/or structure, or interference with planned development: **20 trees. Only 3 of these trees are protected under MPMC 13.24.**

SURVEY METHODS

The trunks of the trees were measured using an arborist's diameter tape at 54" above mean natural grade. The canopy height and spread were estimated using visual references acquired by the use of a clinometer at various locations.

Onsite trees or trees on the property line were tagged with 1.5-inch diameter brass tags, each stamped with their corresponding tree numbers.

The condition of each tree was assessed by visual observation only from a standing position. This assessment did not include drilling or using sonar equipment to detect internal decay, or include climbing and/or the use of aerial equipment to assess higher portions of the tree. Consequently, it is possible that individual trees may have internal or belowground health problems or structural defects which were not identified.

All the trees surveyed were examined and then rated based on their individual health and structure according to the following *Tree Ratings Table*. Accordingly, a tree may be rated "good" under the health column for excellent/vigorous appearance and growth, and rated "fair/poor" in the structure column if structural mitigation is needed.

The health of an individual tree is rated based on leaf color and size, canopy density, new shoot growth, dead wood accumulation, and the absence or presence of pests or disease. Also considered is the arborist's own interpretation of what is "normal" for the species.

Individual tree structure is rated based on the growth pattern of the tree, including the degree of lean, the presence or absence of poor limb attachments, the length and weight of limbs, bowing or sweeping, and the extent/location of apparent decay. For each tree, a structural rating of "fair" or above indicates that the structure can be maintained with routine pruning such as removing dead branches and reducing branch end weight as the tree grows. A "fair/poor" rating indicates that the tree has significant structural weaknesses and corrective action is warranted. The notes section for that tree will then recommend a strategy/technique to improve the structure or mitigate structural issues. A "poor" structural rating indicates that the tree or portions of the tree may fail and that there are few mitigation options other than removal of the tree or large portions of the tree. Very large trees that are rated "fair/poor" for structure **and** that are near structures or in an area frequently traveled by cars or people, receive an additional **consider removal due to hazard** notation under the recommendations. This is included because structural mitigation techniques do not guarantee against structural failure, especially in very large trees. Property owners may or may not choose to remove this type of tree but should be aware that if a very large tree experiences a major structural failure, the impact may be significant.

TREE RATINGS TABLE

<u>Rating</u>	<u>Health</u>	<u>Structure</u>
Good	excellent/vigorous	exceptional
Fair/good	no significant health concerns	very stable
Fair	showing initial or temporary disease, pests, or lack of vitality. measures should be taken to improve health and appearance.	routine maintenance needed such as pruning or end weight reduction as tree grows
Fair/poor	in decline, significant health issues	significant structural weakness(es), mitigation needed, mitigation may or may not preserve the tree
Poor	dead or near dead	hazard

TREE DISPOSITION CATEGORIES

Each tree on-site has been given a preservation rating relative to its existing condition. Factors such as tree health, condition, age, planting location, species, and structure are all considered to determine if a tree is suitable for preservation. Each tree in the *Tree Survey Data Table* has been assigned to one of the following categories:

- A:** Retain; condition warrants long-term preservation.
- B:** Preservable; trees are a benefit and may be worthy of extensive effort or design accommodation.
- C:** May be preservable, but is not worthy of extensive effort or design accommodation.
- D:** Recommend removal due to existing health and/or structure.

If trees with poor structure or less ideal conditions are retained, they may require further assessments, monitoring, access restrictions, maintenance, or eventual removal. More thorough conversations about impacts and specific preservation plans may be reported as the project evolves.

LOCAL REGULATIONS GOVERNING TREES

The City of Menlo Park Municipal Code Chapter 13.24 describes protected heritage trees as:

1. Any tree other than oaks with a trunk diameter of 15 inches or more, measured at 54 inches above natural grade.
2. Any oak tree native to California with a trunk diameter of 10 inches or more, measured at 54 inches above natural grade.

3. *A tree or group of trees specifically designated by the City Council for protection because of historical significance, special character, or community benefit.*

SURVEY AREA OBSERVATIONS AND DISCUSSION

The surveyed property is a .75-acre lot with a commercial office building located at 800 Oak Grove Avenue, Menlo Park, CA. The dominant tree species on this site are coast redwood and coast live oak.

SURVEYED TREE HEALTH

Surveyed tree health on this property is **fair/good** overall, with exceptions noted in the *Tree Survey Data Table*.

SURVEYED TREE STRUCTURE

The surveyed tree structure is rated **fair/good** overall, with exceptions noted in the *Tree Survey Data Table*.

Ideally, trees are pruned for structure when young and are properly maintained to reduce end-weight and correct structural weaknesses as they grow. This practice prevents the growth of codominant leaders, epicormic sprouts, and excessively long lateral branches that are prone to breakage. This property would benefit from a pruning maintenance program to help correct the structure of the trees, reduce dead and diseased wood accumulation, and prevent future limb or codominant leader failures.

SURVEYED TREE VALUATIONS

The appraised value of the trees indicated in this report is **\$394,020** based on the *Reproduction Method/Trunk Formula Technique* in the Guide for Tree and Plant Appraisal 10th Edition, 2019 (see the enclosed valuations worksheet).

TREE-SPECIFIC PRESERVATION CONSIDERATIONS

Coast Live Oaks #12, #13, and #14

Coast Live Oaks #12, #13, and #14 are recommended for removal due to unavoidable conflicts with the proposed building footprint. Based upon the current site plans, the new building will be located approximately four (4) feet from the trunks of these trees. Installation of the proposed building footing and foundation at this distance will require extensive excavation within the

Critical Root Zones (CRZs) of all three trees, resulting in substantial loss of structural and absorbing roots.

For mature Coast Live Oaks (*Quercus agrifolia*), root disturbance of this magnitude is expected to significantly reduce tree health, compromise structural stability, and greatly increase the likelihood of chronic decline, branch failure, or whole-tree failure over time. The close proximity of the proposed structure also precludes the establishment of an adequate tree protection zone during construction and leaves insufficient rooting volume to support long-term tree health following project completion.

Although Coast Live Oaks are capable of tolerating limited root disturbance, the anticipated impacts associated with foundation excavation only four feet from the trunks exceed what is generally considered compatible with successful long-term preservation. Based upon the proposed project design, retention of these trees is not considered biologically feasible. Accordingly, removal of Coast Live Oaks #12, #13, and #14 is recommended to facilitate construction and avoid the predictable decline and eventual loss of the trees following project completion.

EVALUATION OF POTENTIAL CONSTRUCTION IMPACTS

The proposed project has been reviewed to identify construction activities that may adversely affect retained trees. Potential impacts considered include, but are not limited to, grading, excavation for utilities, retaining wall construction, drainage improvements, installation of landscape irrigation systems, paving, hardscape construction, soil compaction from construction traffic, stockpiling of materials, changes in existing soil grade, and the installation of new landscaping.

These activities have the potential to damage tree root systems, reduce soil oxygen availability, alter existing drainage patterns, compact soils, injure trunks and branches, and otherwise reduce tree health, structural stability, and long-term viability. The extent of these impacts depends on their proximity to retained trees, the amount of root disturbance involved, the species, age, and condition of the trees, and the duration and intensity of construction activities.

Based on the proposed plans and site conditions, all foreseeable construction-related impacts to retained trees have been evaluated during preparation of this report. Where potential impacts have been identified, appropriate tree protection measures, construction limitations, monitoring requirements, and mitigation recommendations have been incorporated into this report. Compliance with these recommendations is intended to minimize construction-related impacts and improve the likelihood of long-term tree survival following project completion.

RISKS TO TREES BY CONSTRUCTION

Aside from the health and structure issues indicated in this report, the trees on this site could be at risk of damage by construction activities common to most projects. These activities may include: the dumping or stockpiling of materials over root systems; trenching across the root zones for utilities or landscape irrigation; routing of construction traffic across root systems resulting in soil compaction and root dieback; and general grading and/or excavation activities. It is therefore essential that tree protection measures be installed per the project plans and specifications. When trenching for underground utilities or irrigation lines, it is essential that trenches be located outside the drip line wherever possible, and that the Project Arborist oversees any excavation within the drip line area. Any other grading or excavation activities near the drip line of any tree should likewise be overseen by the Project Arborist.

STANDARD TREE PROTECTION MEASURES

Protective fencing must be provided during the period to protect heritage and/or significant trees. This fencing must protect a sufficient portion of the root zone in order to be effective. Fencing is recommended to be located 8-10 times the DSH in all directions from the tree. DSH for each tree is shown in the attached data table. The minimum recommendation for tree protection fencing location is 6 times the DSH where a larger distance is not possible. There are areas where we will amend this distance based upon tree condition and proposed construction. In our experience, the protective fencing should:

- a. Consist of 12-gauge chain link fencing with a minimum height of 6 feet.
- b. Be mounted on steel posts driven approximately 2 feet into the soil.
- c. Fence posts should be located a maximum of 8 feet on-center.
- d. Protective fencing must be installed prior to the arrival of materials, vehicles, or equipment.
- e. Protective fencing must not be moved, even temporarily, and must remain in place until all construction activities are completed, unless otherwise approved by the Project Arborist.
- f. Tree protection signage shall be mounted to each individual fencing location. Tree protection signage shall consist of an 8.5" x 11" laminated sheet with the words "TREE PROTECTION ZONE-DO NOT ENTER", along with the name and phone number of the Project Arborist. Signage should be readable from a distance of at least 20 feet

Based upon the condition and location of trees present on site, the following is also recommended for any planned or future construction:

1. The Project Arborists is Kevin J. Carlson. The Project Arborist should oversee any excavation activities within the tree protection zones.
2. Any roots exposed during construction activities that are larger than 1 inch in diameter should not be cut or damaged until the Project Arborist has an opportunity to assess the impact that removing these roots could have on the trees.

3. The area under the driplines of trees should be thoroughly irrigated to a depth of 18 inches every 2 weeks during the dry months (May-November).

While it is true that mature oaks should not be watered during the summer, any tree (including oaks) that incurs root damage or loss as a result of construction should have supplemental irrigation applied during the dry months (May-November).

- *Clark and Matheny: "Trees & Development, A Technical Guide to Preservation of Trees During Land Development" (1998) page 108 "Providing supplemental irrigation for trees under water stress probably is the single most important treatment. Irrigations should be designed to wet the soil within the tree protection zone to the depth of the root system, and to replace that water once it is depleted".*

Apply supplemental irrigation as follows:

- a. Apply water by means of ½" soaker hose (available online or at Home Depot).
 - b. Couple as many sections of hose together as needed to irrigate the exposed area within the dripline.
 - c. Soaker hose should be placed no closer than 12" from the trunk and should radiate outward in concentric circles spaced 12" apart until the edge of the dripline is reached or a hard surface is encountered.
 - d. Run the soaker hose long enough for the water to infiltrate to a depth of 12" to 18". This may require running the soaker hose for 8 hours or more the first time. Confirm the watering depth with a steel probe.
 - e. Check the watering depth regularly with a steel probe, and reapply water only when the probe will no longer penetrate the soil.
 - f. Repeat this watering process until November or until the first significant rain event of the season (.5 inches or more).
4. Mulch should cover all bare soil within the tree protection fencing zone. This material must be 6-8 inches in depth after spreading. Mulch should be spread by hand and kept at least 12 inches away from individual tree trunks. Coarse wood chips are preferred because they are organic and degrade naturally over time.
 5. There must be no grading, trenching, or surface scraping inside the driplines of protected trees, unless specifically approved by the Project Arborist. For trenching, this means:
 - a. Trenches for any underground utilities (gas, electric, water, phone, cable, etc.) must be located outside the driplines of protected trees, unless approved by the Project Arborist. Alternative methods of installation may be suggested.
 - b. Landscape irrigation trenches must be located a minimum distance of 10 times the trunk diameter from the trunks of protected trees unless otherwise noted and approved by the Project Arborist.
 6. Materials must not be stored, stockpiled, dumped, or buried inside the driplines of protected trees.
 7. Excavated soil must not be piled or dumped, even temporarily, inside the driplines of protected trees.
 8. Landscape materials (cobbles, decorative bark, stones, fencing, etc.) must not be installed directly in contact with the bark of trees due to risk of damage or spread of pathogens.
 9. Landscape irrigation systems must be designed to avoid overspray on to the trunks of trees, especially oak trees.

10. Any pruning should be performed under the supervision of an arborist certified by the ISA (International Society of Arboriculture) and according to ISA Western Chapter/ANSI Standards (1998).
11. Any shrubs planted inside the driplines of oak trees must be species that are compatible with their environmental and cultural requirements. Shrubs compatible with California native oaks can be found in the California Oak Foundation 1991 publication *Compatible Plants Under & Around Oaks*, available online at:
<http://californiaoaks.org/wpcontent/uploads/2016/04/CompatiblePlantsUnderAroundOaks.pdf>.

PROTECTION OF THE MATURE COAST REDWOODS

The mature coast redwoods on the property represent the highest-value trees within the project area and warrant an elevated level of protection during construction. These trees possess extensive, shallow root systems that frequently extend well beyond the branch canopy and are particularly susceptible to soil compaction, root severance, and changes in grade. Every reasonable effort should be made to avoid disturbance within their root zones. Where construction activities must occur nearby, all excavation should be performed using low-impact methods under direct arborist supervision, and protective ground coverings should be utilized to minimize soil compaction. Maintaining existing soil conditions and minimizing root disturbance will substantially improve the likelihood of long-term tree retention following project completion.

Notably, the demolition and excavation around **Coast Redwood #28** should be overseen by the project arborist to minimize root disruption.

Supplemental irrigation systems for all redwood trees should be inspected by the project arborist after installation.

CITY OF MENLO PARK REQUIREMENTS

- a) If destroyed or damaged beyond repair during construction, any retained heritage tree on this project must be replaced according to its appraised value.
- b) Prior to issuance of demolition or building permits, a tree protection verification letter from the Project Arborist is required. The letter must verify that all tree protection measures are in place and consistent with the plans and specifications.
- c) Work required to be supervised by the Project Arborist must be documented in writing. The written report must include a description of the work plan and mitigation measures. A follow-up letter is also required to certify the mitigation measures have been adhered to.
- d) Monthly tree protection inspections by the Project Arborist are required throughout the life of the project. Monthly reports submitted to the City Arborist. Reports must verify that all tree protection measures are in place, and include recommendations for additional protections or impact mitigation measures.

- e) A final inspection by the City Arborist is required at the end of the project before the tree protection fencing is removed and replacement trees are planted.

APPLICABLE REFERENCE STANDARDS for TREE HEALTH

ISA Guide for Plant Appraisal, 10th Edition, 2019

Exceptional: Good health and structure with significant size, location or quality.

Good: Normal vigor, well-developed structure, function and aesthetics not compromised with good longevity for the site.

Fair: Reduced vigor, damage, dieback, or pest problems, at least one significant structural problem or multiple moderate defects requiring treatment. Major asymmetry or deviation from the species' normal habit, function and aesthetics compromised.

Poor: Unhealthy and declining appearance with poor vigor, abnormal foliar color, size or density with potential irreversible decline. One serious structural defect or multiple significant defects that cannot be corrected and failure may occur at any time. Significant asymmetry and compromised aesthetics and intended use.

Very Poor: Poor vigor and dying with little foliage in irreversible decline. Severe defects with the likelihood of failure being probable or imminent. Aesthetically poor with little or no function in the landscape.

Dead/Unstable: Dead or imminently ready to fail.

Root Loss in the CRZ

The **Critical Root Zone (CRZ)** is the area around the tree often defined as **1 foot radius per inch of trunk diameter (DBH)**—that contains the majority of structural and absorbing roots. Protecting this zone is essential for tree health and stability.

Root Loss Thresholds

% Root Loss in the CRZ	Risk Level	Likely Effects	Recommended Action
0-10%	Low	Tree typically tolerates this with minimal stress	Monitor, irrigate as needed, apply mulch
10-20%	Moderate	May cause decline symptoms, increased stress.	Mitigate with irrigation, fertilization, mulching, root pruning
20-25%	High	Significant decline or loss of stability possible	Consult an arborist immediately. Consider design alternatives
Over 25%	Unacceptable	High risk of tree failure or death	Avoid disturbance; redesign project to protect the tree

Key Factors Affecting Tolerance

- **Species:** Redwoods and sycamores are more resilient; oaks, pines, beeches less so.
- **Age:** Young trees adapt better; mature/senescent trees are far less tolerant.
- **Health:** Robust, healthy trees are more tolerant of root loss
- **Timing:** Avoid disturbance during drought, heat stress, or disease outbreaks. If possible, limit root disturbance to the dormant months (December-February).

Best Practices During Construction

- Avoid trenching/excavation in CRZ—reroute utilities.
- Use air spade/tunneling if excavation is unavoidable.
- Prune roots cleanly, do not rip or tear.
- Mulch 2–4 inches, water deeply during dry periods.
- Fence off CRZ to prevent compaction by equipment.

* Reference *ANSI A300 Part 5* (2023), and the *Guide for Tree and Plant Appraisal*, 10th Edition, 2019.

RESPONSE TO CITY ARBORIST COMMENTS DATED 8/13/26

PROJECT-SPECIFIC CONSTRUCTION IMPACT AND TREE PROTECTION EVALUATION

The proposed project plans were reviewed relative to the locations of the trees identified in this report. The following evaluation supplements the general tree protection requirements contained elsewhere in this report and identifies project-specific construction considerations for trees proposed for retention.

The degree of anticipated impact is based on the proximity and nature of proposed construction, the anticipated extent of disturbance within the root zone, existing site conditions, and the species, size, health, and structural condition of the affected tree. Because actual root locations and distribution cannot be determined from surface observation alone, percentage estimates of root loss are not assigned unless the extent of excavation and affected root system can be reasonably established in the field.

Retained Coast Redwoods #5–#8

Coast Redwoods #5 through #8 are mature trees proposed for retention. The principal potential construction impacts to these trees are soil compaction, encroachment into their root zones, excavation associated with nearby improvements or utilities, and inadvertent root injury.

These trees have extensive, relatively shallow root systems and should be afforded the greatest practical protection from excavation and construction traffic.

- Tree protection fencing shall be established at the greatest practical distance from the trunks and maintained throughout construction.
- No grading, trenching, excavation, soil stockpiling, material storage, or construction traffic shall occur within the established tree protection area unless specifically approved by the Project Arborist.
- Where the configuration of the proposed construction prevents installation of fencing at the preferred Tree Protection Zone limits, the fencing may be adjusted to accommodate the approved construction footprint. Such adjustment does not constitute authorization for unrestricted activity within the remaining root zone.
- Where construction access within the Tree Protection Zone cannot reasonably be avoided, exposed soil shall be protected from compaction using a temporary ground-protection system approved by the Project Arborist.
- Excavation within the protected root area, if required, shall be performed using hand tools, pneumatic excavation, or other low-impact methods where directed by the Project Arborist.
- Roots encountered during excavation shall not be torn, ripped, or indiscriminately cut. Roots one inch or greater in diameter shall be evaluated by the Project Arborist before cutting.

- Supplemental irrigation shall be provided when significant root disturbance occurs or when construction substantially reduces the existing rooting area or available soil moisture.
- Existing irrigation serving these trees shall remain operational to the extent practical during construction. Any replacement or modified irrigation system shall be reviewed following installation to verify that adequate soil moisture can be maintained without directing irrigation against the trunks.

Provided these measures are implemented, the proposed project is not expected to preclude successful long-term retention of Coast Redwoods #5 through #8.

Coast Live Oaks #12–#14

Coast Live Oaks #12, #13, and #14 are located approximately four feet from the proposed building footprint. Construction of the proposed footing/foundation will require excavation within the critical root areas of these trees and is expected to result in substantial root loss.

Unlike the retained trees for which construction impacts can reasonably be mitigated, the conflict between these trees and the proposed building is direct and unavoidable. The anticipated root disturbance, loss of rooting volume, and inability to establish an effective Tree Protection Zone are not considered compatible with successful long-term preservation.

Accordingly, removal of Trees #12, #13, and #14 is recommended as described elsewhere in this report.

Coast Redwood #28

Coast Redwood #28 warrants specific protection because demolition and proposed construction activities will occur in close proximity to the tree.

The principal concern is disturbance of the existing root system during removal of adjacent improvements and subsequent construction. The following measures shall apply:

- Prior to demolition near Tree #28, the Project Arborist shall meet with the demolition contractor to review the limits and methods of work adjacent to the tree.
- Tree protection fencing shall be installed at the greatest practical distance from the trunk consistent with the approved demolition and construction plans.
- Where existing pavement, curb, foundation material, or other improvements occur within the root zone, removal shall proceed from the area farthest from the tree toward the tree whenever practical.
- Heavy equipment shall remain on existing pavement or approved ground protection and shall not operate directly on unprotected soil within the root zone.
- Pavement or curb sections immediately adjacent to significant roots shall not be pulled or lifted in a manner that tears attached roots. Where necessary, the material shall be saw-cut into smaller sections and removed under the direction of the Project Arborist.

- Excavation immediately adjacent to the tree shall be performed cautiously, with hand tools or pneumatic excavation used where necessary to expose and preserve significant roots.
- Roots one inch or greater in diameter shall not be cut without evaluation by the Project Arborist.
- Where roots must be severed to accommodate approved construction, they shall be cleanly pruned rather than torn or crushed.
- Exposed roots shall be protected from drying and shall be covered as soon as practical following inspection.
- Supplemental irrigation shall be provided following significant root disturbance and continued during dry weather as necessary to maintain adequate soil moisture.
- The Project Arborist shall inspect the tree following completion of demolition and again following construction activities occurring within its root zone.

Provided these measures are followed, construction impacts to Coast Redwood #28 can be substantially reduced and preservation of the tree is considered feasible.

Other Retained Trees

For retained trees not specifically discussed above, review of the proposed plans did not identify a construction conflict of sufficient magnitude to indicate that preservation is infeasible.

Potential impacts to these trees are primarily associated with ordinary construction activities, including construction traffic, soil compaction, inadvertent encroachment, utility installation, landscape work, irrigation installation, and material storage.

These impacts are considered avoidable or manageable provided the Tree Protection Zones and construction protection requirements contained in this report are implemented. Any field condition that requires excavation, grading, trenching, or other disturbance within an established Tree Protection Zone shall be reviewed by the Project Arborist before work proceeds.

Tree Protection Zone Implementation

Tree Protection Zones shall be established individually in the field based on tree size, existing site conditions, and the limits of approved construction. The preferred protection distance is 8–10 times trunk diameter, with a minimum target of 6 times trunk diameter where existing improvements or approved construction prevent establishment of the larger area.

Where the preferred Tree Protection Zone overlaps an approved construction area, the fencing shall be placed at the greatest practical distance from the tree. The area between the fencing and the tree remains protected root zone and shall not be considered available for construction activity except for the specific work shown on the approved plans.

The Project Arborist shall verify tree protection fencing before demolition or construction begins and may require additional ground protection, excavation controls, irrigation, or other mitigation where field conditions warrant.

Construction Impact Summary

For trees proposed for retention, anticipated construction impacts are generally considered **low where the prescribed Tree Protection Zone can be maintained** and **low to moderate where approved construction requires limited encroachment into the protected root area**.

The exception is Coast Redwood #28, where demolition and construction activities require specific arboricultural oversight because of the proximity of work to the tree. With the mitigation measures prescribed above, preservation remains feasible.

Coast Live Oaks #12, #13, and #14 represent a substantially different condition. The proposed building footprint creates a direct conflict with their root systems that cannot reasonably be mitigated through conventional tree protection measures. Removal of these trees is therefore recommended.



Crape Myrtle #1



Left to right: Crape Myrtles #2, 3, and 4



Front to back: Coast Redwoods #5 through #8



Right to left: Upper canopies of Coast Redwoods #5 through #8



Rooting space of Coast Redwoods #5 through #8. Avoid activity in this area.



Left to right: Crape Myrtles #9 through #11



Left to right: Coast Live Oaks #12 through #14



Left to right: Photinias #15 and #16



Left to right: Photinia #17 and Australian Willow #18



Australian Willow #19



Back to front: Crape Myrtles #20 through #23



Front to back: Crape Myrtles #24 through #27



Coast Redwood #28

***Note:** Photos of street trees #29 through #33 not provided.*



TREE SURVEY DATA

Ratings for health and structure are given separately for each tree according to the table below. IE, a tree may be rated "Good" under the health column For excellent, vigorous appearance and growth, while the same tree may be rated "Fair, Poor" in the structure column if structural mitigation is needed.

Address:	800 Oak Grove Avenue, Menlo Park, CA
Inspection Date:	Updated August 6, 2026

KEY	HEALTH	STRUCTURE
Good	excellent, vigorous	exceptional
Fair - Good	no significant health concerns	very stable
Fair	declining; measures should be taken to improve health and appearance	routine maintenance needed
Fair - Poor	in decline: significant health issues	mitigation needed: may or may not preserve this tree
Poor	dead or near dead	hazard

SURVEY INCLUDES ALL TREES ON THE PROPERTY THAT ARE OVER 6 INCHES DSH, INCLUDING CITY OWNED STREET TREES.

TAG NO.	COMMON NAME	DIAMETER AT STD. HEIGHT	HEIGHT	WIDTH	HEALTH	STRUCTURE	PROTECTED (X)	TREE DISPOSITION	NOTES
1	CRAPE MYRTLE	10	30	12	F/G	F/G		D	NOT PROTECTED-REMOVE
2	CRAPE MYRTLE	13	30	22	F/G	F/G		A	RETAIN AND PROTECT
3	CRAPE MYRTLE	16	30	18	F/G	F/G	X	A	RETAIN AND PROTECT
4	CRAPE MYRTLE	15.5	30	22	F/G	F/G	X	A	RETAIN AND PROTECT
5	COAST REDWOOD	46	90	35	F/G	F/G	X	A	RETAIN AND PROTECT
6	COAST REDWOOD	35	85	35	F/G	F/G	X	A	RETAIN AND PROTECT
7	COAST REDWOOD	32	85	35	F/G	F/G	X	A	RETAIN AND PROTECT
8	COAST REDWOOD	42	82	35	F/G	F/G	X	A	RETAIN AND PROTECT
9	CRAPE MYRTLE	6.5	25	15	F/G	F/G		D	NOT PROTECTED-REMOVE
10	CRAPE MYRTLE	7	20	12	F/G	F/G		D	NOT PROTECTED-REMOVE
11	CRAPE MYRTLE	6.5	20	12	F/G	F/G		D	NOT PROTECTED-REMOVE
12	COAST LIVE OAK	21	45	40	F/G	F/G	X	D	PROTECTED-REMOVE
13	COAST LIVE OAK	14	45	20	F	F/G	X	D	PROTECTED-REMOVE
14	COAST LIVE OAK	23	50	40	F	F/G	X	D	PROTECTED-REMOVE
15	PHOTINIA	8	25	20	F	F/G		D	NOT PROTECTED-REMOVE
16	PHOTINIA	6.5	16	12	F/P	F/G		D	NOT PROTECTED-REMOVE
17	PHOTINIA	7	12	6	P	P		D	NOT PROTECTED-REMOVE
18	AUSTRALIAN WILLOW	8	30	15	F/G	F/G		D	NOT PROTECTED-REMOVE
19	AUSTRALIAN WILLOW	9	32	15	F/G	F/G		D	NOT PROTECTED-REMOVE
20	CRAPE MYRTLE	9	30	12	F/G	F/G		D	NOT PROTECTED-REMOVE

TREE SURVEY DATA

TAG NO.	COMMON NAME	DIAMETER AT STD. HEIGHT	HEIGHT	WIDTH	HEALTH	STRUCTURE	PROTECTED (X)	TREE DISPOSITION	NOTES
21	CRAPE MYRTLE	8	30	12	F/G	F/G		D	NOT PROTECTED-REMOVE
22	CRAPE MYRTLE	9	30	12	F/G	F/G		D	NOT PROTECTED-REMOVE
23	CRAPE MYRTLE	8	30	12	F/G	F/G		D	NOT PROTECTED-REMOVE
24	CRAPE MYRTLE	8	30	12	F/G	F/G		D	NOT PROTECTED-REMOVE
25	CRAPE MYRTLE	8	30	12	F/G	F/G		D	NOT PROTECTED-REMOVE
26	CRAPE MYRTLE	8	32	12	F/G	F/G		D	NOT PROTECTED-REMOVE
27	CRAPE MYRTLE	7	28	12	F/G	F/G		D	NOT PROTECTED-REMOVE
28	COAST REDWOOD	58	103	42	F	F/G	X	B	RETAIN AND PROTECT
29	CHINESE PISTACHE	11	30	20	F/G	F/G	X	A	CITY OWNED STREET TREE
30	CHINESE PISTACHE	9	25	15	F/G	F/G	X	A	CITY OWNED STREET TREE
31	CRAPE MYRTLE	9	25	15	F/G	F/G	X	A	CITY OWNED STREET TREE
32	CHINESE PISTACHE	5	15	10	F/G	F/G	X	A	CITY OWNED STREET TREE
33	CAROB	10	20	10	F/G	F/G	X	A	CITY OWNED STREET TREE
A = Retain, condition warrants long-term preservation								12	
B = Preservable, tree is a benefit and may be worthy of extensive effort or design accommodation.								1	
C = May be preservable, but is not worthy of extensive effort or design accommodation.								0	
D= Remove to make way for development								20	
TOTAL TREES								33	
Total Protected Trees								15	

Common Name Key	Botanical Name
Crape Myrtle	<i>Lagerstroemia indica</i>
Coast Redwood	<i>Sequoia sempervirens</i>
Coast Live Oak	<i>Quercus agrifolia</i>
Photinia	<i>Photinia fraseri</i>
Australian Willow	<i>Geijera parviflora</i>
Chinese Pistache	<i>Pistacia chinensis</i>
Carob	<i>Ceratonia siliqua</i>

URBAN TREE MANAGEMENT LLC: Tree Valuations Based on the Reproduction Method/Trunk Formula Technique in the *Guide for Tree and Plant Appraisal* 10th Edition, 2019

Largest Commonly Available Nursery Tree (LCANT) is Based On a 24 Inch Box Specimen With a 2-inch Caliper

ADDRESS: 800 Oak Grove Avenue, Menlo Park, CA

DATE: September 23, 2025



Tree No.	Species	Condition 0 to 1.0	Trunk Diameter	Func. Limitation 0 to 1.0	Ext. limitation 0 to 1.0	Replacement tree		Installation Cost	Total Cost	Unit Tree cost	Appraised Trunk area	Basic tree cost	Depreciated cost	Cost Solution	Reproduction cost (rounded)
						Size	Cost								
1															
1	CRAPE MYRTLE	0.8	10	1	1		172.73	172.73	345.46	59.55	78.5	4,677	3,742	3,914	3,900
2	CRAPE MYRTLE	0.8	13	1	1		172.73	172.73	345.46	59.55	132.7	7,904	6,323	6,496	6,500
3	CRAPE MYRTLE	0.8	16	1	1		172.73	172.73	345.46	59.55	201.1	11,973	9,579	9,751	9,800
4	CRAPE MYRTLE	0.8	15.5	1	1		172.73	172.73	345.46	59.55	188.7	11,237	8,989	9,162	9,200
5	COAST REDWOOD	0.8	46	1	1		172.73	172.73	345.46	59.55	1661.9	98,966	79,173	79,346	79,000
6	COAST REDWOOD	0.8	35	1	1		172.73	172.73	345.46	59.55	962.1	57,294	45,835	46,008	46,000
7	COAST REDWOOD	0.8	32	1	1		172.73	172.73	345.46	59.55	804.2	47,893	38,314	38,487	38,000
8	COAST REDWOOD	0.8	42	1	1		172.73	172.73	345.46	59.55	1385.4	82,503	66,002	66,175	66,000
9	CRAPE MYRTLE	0.8	6.5	1	1		172.73	172.73	345.46	59.55	33.2	1,976	1,581	1,754	1,800
10	CRAPE MYRTLE	0.8	7	1	1		172.73	172.73	345.46	59.55	38.5	2,292	1,833	2,006	2,000
11	CRAPE MYRTLE	0.8	6.5	1	1		172.73	172.73	345.46	59.55	33.2	1,976	1,581	1,754	1,800
12	COAST LIVE OAK	0.8	21	0.7	1		172.73	172.73	345.46	60.51	346.4	20,958	11,737	11,909	12,000
13	COAST LIVE OAK	0.6	14	0.7	1		172.73	172.73	345.46	60.51	153.9	9,315	3,912	4,085	4,100
14	COAST LIVE OAK	0.7	23	0.7	1		172.73	172.73	345.46	60.51	415.5	25,140	12,319	12,492	12,000
15	PHOTINIA	0.5	8	1	1		172.73	172.73	345.46	58.92	50.3	2,962	1,481	1,654	1,700
16	PHOTINIA	0.3	6.5	1	1		172.73	172.73	345.46	58.92	33.2	1,955	587	759	760
17	PHOTINIA	0	7	1	1		172.73	172.73	345.46	58.92	38.5	2,268	0	173	170
18	AUSTRALIAN WILLOW	0.8	8	1	1		172.73	172.73	345.46	62.1	50.3	3,121	2,497	2,670	2,700
19	AUSTRALIAN WILLOW	0.8	9	1	1		172.73	172.73	345.46	62.1	63.6	3,951	3,161	3,333	3,300
20	CRAPE MYRTLE	0.8	9	1	1		172.73	172.73	345.46	59.55	63.6	3,788	3,031	3,203	3,200
21	CRAPE MYRTLE	0.8	8	1	1		172.73	172.73	345.46	59.55	50.3	2,993	2,395	2,567	2,600
22	CRAPE MYRTLE	0.8	9	1	1		172.73	172.73	345.46	59.55	63.6	3,788	3,031	3,203	3,200
23	CRAPE MYRTLE	0.8	8	1	1		172.73	172.73	345.46	59.55	50.3	2,993	2,395	2,567	2,600
24	CRAPE MYRTLE	0.8	8	1	1		172.73	172.73	345.46	59.55	50.3	2,993	2,395	2,567	2,600
25	CRAPE MYRTLE	0.8	8	1	1		172.73	172.73	345.46	59.55	50.3	2,993	2,395	2,567	2,600
26	CRAPE MYRTLE	0.8	8	1	1		172.73	172.73	345.46	59.55	50.3	2,993	2,395	2,567	2,600
27	CRAPE MYRTLE	0.8	7	1	1		172.73	172.73	345.46	59.55	38.5	2,292	1,833	2,006	2,000
28	COAST REDWOOD	0.6	58	0.6	1		172.73	172.73	345.46	59.55	2642.1	157,336	56,641	56,814	57,000
29	CHINESE PISTACHE	0.7	11	1	1		172.73	172.73	345.46	59.55	95.0	5,659	3,961	4,134	4,100
30	CHINESE PISTACHE	0.7	9	1	1		172.73	172.73	345.46	59.55	63.6	3,788	2,652	2,825	2,800
31	CRAPE MYRTLE	0.7	9	1	1		172.73	172.73	345.46	59.55	63.6	3,788	2,652	2,825	2,800
32	CHINESE PISTACHE	0.7	5	1	1		172.73	172.73	345.46	59.55	19.6	1,169	818	991	990
33	CAROB	0.7	10	1	1		172.73	172.73	345.46	72.85	78.5	5,722	4,005	4,178	4,200
														TOTAL	394,020



Blue=Crape Myrtle
 Chartreuse=Coast Redwood
 Green=Coast Live Oak
 Purple=Photinia
 Red=Australian Willow
 Light Blue & White = City
 Owned Street Trees

ASSUMPTIONS AND LIMITING CONDITIONS

1. Any legal description provided to this arborist is assumed to be correct. No responsibility is assumed for matters legal in character nor is any opinion rendered as to the quality of any title.
2. This arborist can neither guarantee nor be responsible for accuracy of information provided by others.
3. This arborist shall not be required to give testimony or to attend court by reason of the information provided by this arborist unless subsequent written arrangements are made, including payment of an additional fee for services.
4. Loss or removal of any part of this report invalidates the entire report.
5. Possession of this report or a copy thereof does not imply right of publication or use for any purpose by any other than the person(s) to whom it is addressed without written consent of this arborist.
6. This report and the values expressed herein represent the opinion of this arborist, and this arborist's fee is in no way contingent upon the reporting of a specified value nor upon any finding to be reported.
7. Sketches, diagrams, graphs, photos, etc., in this report, being intended as visual aids, are not necessarily to scale and should not be construed as engineering reports or surveys.
8. This report has been made in conformity with acceptable appraisal/evaluation/diagnostic reporting techniques and procedures, as recommended by the International Society of Arboriculture.
9. When applying any pesticide, fungicide, or herbicide, always follow label instructions.
10. No tree described in this report was climbed, unless otherwise stated. This arborist cannot take responsibility for any defects which could only have been discovered by climbing. A full root collar inspection, consisting of excavating the soil around the tree to uncover the root collar and major buttress roots, was not performed, unless otherwise stated. This arborist cannot take responsibility for any root defects which could only have been discovered by such an inspection.

ARBORIST DISCLOSURE STATEMENT

Arborists are tree specialists who use their education, knowledge, training, and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. Clients may choose to accept or disregard the recommendations of the arborist, or to seek additional advice.

Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like any medicine, cannot be guaranteed.

Treatment, pruning and removal of trees may involve considerations beyond the scope of the arborist's services such as property boundaries, property ownership, site lines, disputes between neighbors, and other issues. Arborists cannot take such considerations into account unless complete and accurate information is disclosed to the arborist. An arborist should then be expected to reasonably rely upon the completeness and accuracy of the information provided.

Trees can be managed, but they cannot be controlled. To live near trees is to accept some degree of risk. The only way to eliminate all risk associated with trees is to eliminate all trees.

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
CONDITIONS OF APPROVAL: 1. The architectural control permit shall be subject to the following <i>standard</i> conditions: <u>General Conditions</u> a. Development of the Project, defined as the project plans and supporting documents, shall be substantially in conformance with the plans prepared by Prince Street Partners, attached to the September 14, 2026 Planning Commission staff report and consisting of 145 plan sheets, dated received on September 9, 2026 (hereinafter the "Plans"). The Plans are incorporated by reference herein. The Plans may only be modified by the conditions contained herein (conditions 1b and 1c), subject to review and approval of the Community Development Director or their designee. b. Substantially consistent and minor modifications to building exteriors and locations, fence styles and locations, signage and significant landscape features may be approved in writing by the Community Development Director or designee, based on the determination that the proposed modification is consistent with other building and design elements of the approved architectural control permit and will not have an adverse impact on the character and aesthetics of the site. Substantially consistent modifications are modifications to the development that do not increase the intensity or density of the project or the allowed uses, and do not include any additional waivers or incentives. The Director may refer any request for revisions to the Plans to the Planning Commission. If the Director refers the Plans to the Planning Commission, the Director shall provide written documentation of the Director's determination that the modification is substantially consistent and a member of the Planning Commission may request to discuss these modifications on the next agenda within 72 hours of notification of the modifications by the Community Development Director. c. Major modifications to the development plan which involve material expansion or intensification of development, modifications to the permitted uses, modifications to the architectural design, including materials and colors, or include additional waivers or incentives may be allowed subject to obtaining approval of an architectural control permit revision from the Planning Commission. d. The Project shall adhere to all ordinances, plans, regulations and specifications of the City of Menlo Park in effect on the date the Applicant (for purposes of these conditions, Project Applicant or Applicant refers to the owner, applicant, developer, or any other entity or person who may seek to develop the Project) submitted its SB 330 preliminary application containing all the information required by Government Code section 65941.1(a) (December 23, 2025), and all applicable regional, State, and Federal laws and regulations. e. The Applicant shall keep the property 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 City of Menlo Park Municipal Code. f. Prior to any building permit issuance, the Applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project. g. Prior to any building permit issuance, the Applicant shall comply with all West Bay Sanitary District, California Water Company, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project.			

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
CONDITIONS OF APPROVAL: h. Simultaneous with the submittal of any complete building permit application, the Applicant shall submit documentation of acceptance of the site plan for the entire Project by the Menlo Park Fire Protection District to the City, subject to review and acceptance by the Planning and Building Divisions. Prior to issuance of any building permit for the project, the Applicant shall submit documentation of Menlo Park Fire Protection District approval of each building permit, subject to review and approval by the Planning and Building Divisions. i. All outstanding and applicable fees associated with the processing of these Project entitlements, as those fees existed when the Project's SB 330 preliminary application was submitted, shall be paid prior to the issuance of the first building permit for any phase of the Project unless explicitly specified otherwise herein. j. The Applicant shall pay all impact fees prior to any building permit issuance, unless deferred pursuant to Gov. Code § 66007. The impact fees shall be calculated based on the rates in effect at the time of payment, subject to the limitations of the preliminary application. Refer to City of Menlo Park Master Fee Schedule. k. All agreements shall run with the land and shall be recorded with the San Mateo County Recorder's Office prior to building permit final inspection, unless otherwise enumerated in these conditions. l. The Applicant shall diligently pursue the Project's construction through to completion, and, if at any point after building permits have been issued, the Applicant abandons construction, the Applicant shall demolish the uncompleted portions of the Project and restore the site to rough grade condition and shall take reasonable measures to protect public health and safety, protect the building structure from the elements, screen unsightly elements from view (such as fencing, painting or attractive screens or coverings), and maintain temporary landscaping, to the satisfaction of the Planning Division. m. If the Applicant leaves any work of construction in an unfinished state for more than seven (7) consecutive days, the Applicant shall keep the construction site clean and properly secured per best management standards and to the satisfaction of the Building and Engineering Divisions. n. If the Applicant leaves any work of construction in an unfinished state for more than one hundred and twenty (120) consecutive days, the Applicant shall take reasonable measures to protect public health and safety, protect the building structure from the elements, screen unsightly elements from view (such as fencing, painting or attractive screens or coverings), and maintain temporary landscaping, to the satisfaction of the Planning Division. o. The Applicant or permittee shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval which action is brought within the time period provided for in any applicable statute; provided, however, that the Applicant's or permittee's duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the Applicant or permittee of any said claim, action, or			

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
CONDITIONS OF APPROVAL: proceeding and the City's full cooperation in the applicant's or permittee's defense of said claims, actions, or proceedings. p. Notice of Fees Protest – The Applicant may protest any fees, dedications, reservations, or other exactions imposed by the City as part of the approval or as a condition of approval of this development. Per California Government Code 66020, this 90-day protest period has begun as of the date of the approval of this application. <u>Building Division Conditions</u> q. Simultaneous with the submittal of any complete building permit application, the Applicant shall submit plans verifying that the Project complies with all applicable requirements of Menlo Park Municipal Code Title 12 (Buildings and Construction), subject to review and approval by the City Building Official or designee. r. The Project is subject to the California Building Standards Code in effect at the time of submittal of each building permit application and any adopted local amendments that were in effect at the time of submission of the Project's SB 330 preliminary application. s. The Project is subject to the California Green Building Standards Code (CalGreen) in effect at the time of submittal of each complete building permit application and any local amendments to the Code that were in effect at the time of submission of the Project's SB 330 preliminary application. Other forms of green building checklists will not be acceptable in lieu of the CalGreen requirements. t. Each complete building permit application shall include all unit plans for that Project building 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. u. A list of all deferred submittals for each Project building, other than trusses, shall be approved by the Building Official or their designee prior to submittal of each complete building permit application. v. Each detached structure requires its own building permit and are required to meet all applicable Building Code requirements associated with their occupancy and location on the site. The complete building permit application shall include details demonstrating that all slopes away from the building shall comply with the Section 1804.4 of the 2025 CBC or the current CBC in effect at the time of submittal of a complete building permit application. The ground immediately adjacent to foundations shall slope away from the foundation for the first 10 feet perpendicular to the structure must be 5% minimum for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.4. w. As part of the complete building permit application the project shall show that accessible routes comply with the requirements of CBC Chapter 11A and 11B as applicable. x. Simultaneous with the submittal of a complete building permit application, the Applicant shall submit and get approval of a construction waste management plan per City's ordinance 12.18.010. The construction waste management plan is subject to approval by the Building Official or their designee. y. During all phases of construction, potable water shall not be used for dust control.			

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
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CONDITIONS OF APPROVAL:

- z. The complete building permit application shall include construction documents needed to identify the location of electric vehicle (EV) spaces as per 2025 Cal Green Code 4.106.4 as amended by the City of Menlo Park or the CalGreen code in effect at the time of submittal of a complete building permit application and any local amendments that existed when the Project's SB 330 preliminary application was submitted, subject to review and approval of the Building Official or their designee.
- aa. The complete building permit application shall include construction documents needed to identify the location of electric vehicle (EV) spaces as per 2025 Cal Green Code 5.106.3 as amended by the City of Menlo Park or the CalGreen code in effect at the time of submittal of a complete building permit application and any local amendments that existed when the Project's SB 330 preliminary application was submitted, subject to review and approval of the Building Official or their designee.
- bb. The complete building permit application shall include pedestrian protection along the public right-of-way with sidewalks, as required per Section 3306 of the 2025 CBC or the CBC in effect at the time of submittal of a complete building permit application.
- cc. The complete building permit application shall include details demonstrating that the building meets the sound transmission requirements of Section 1206 of the 2025 CBC or the CBC in effect at the time of submittal of a complete building permit application.
- dd. The complete building permit application shall include information on all imported fill. The imported fill must meet the City of Menlo Park's requirements. Documentation demonstrating that the fill meets the City's requirements must be submitted to and approved by the Building Official or their designee prior to fill being brought on site. Fill requirements are outlined in CBC appendix J section J107 as adopted in MPMC Section 12.06.020.

Engineering Division Conditions

- ee. Prior to any building permit issuance, the Applicant shall submit a plan for any new utility installations or upgrades for review and approval by the Planning, Engineering, and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.
- ff. Simultaneous with the submittal of any building permit application, the Applicant shall submit plans to remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for the review and approval of the Engineering Division.
- gg. Simultaneous with the submittal of any complete building permit application the Applicant shall submit a Grading and Drainage Plan for review and approval of the Engineering Division. The Grading and Drainage Plan shall be approved prior to the issuance of grading, demolition, or building permits. Prior to issuance of each building permit, the Applicant shall pay all Public Works fees, as those fees existed when the Project's SB 330 preliminary application was submitted, related to processing of the permit.
- hh. Heritage trees in the vicinity of the construction project shall be protected pursuant to the Heritage Tree Ordinance and the arborist reports prepared by Urban Tree

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
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CONDITIONS OF APPROVAL:

Management, dated received August 17, 2026. Tree protection zones shall be established and perimeter fencing shall be erected prior to commencement of any construction activity on site including but not limited to demolition, rough grading, etc.

- ii. Prior to any building permit issuance, Applicant shall submit plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and sedimentation control, 5) tree protection fencing, and 6) construction vehicle parking. The plans shall be subject to review and approved by the Building, Engineering, and Planning Divisions. The fences and erosion and sedimentation control measures shall be installed according to the approved plans prior to commencing construction.
- jj. Prior to any building permit issuance, the Applicant shall submit plans for construction parking management, construction staging, material storage and Traffic Control Handling Plan to be reviewed and approved by the City. The applicant shall secure adequate parking for any and all construction trades.
- kk. Prior to commencing any work within the right-of-way or public easements, the Applicant shall obtain an encroachment permit from the City of Menlo Park subject to review and approval by the Engineering Division.
- ll. Simultaneous with the submittal of any building permit application, the Applicant shall submit a utility plan that shows all on-site utilities, subject to the approval of the Engineering Division.
- mm. Simultaneous with the submittal of any building permit application, the Applicant shall submit a joint trenching plan, subject to the approval of the Engineering Division.
- nn. Simultaneous with submittal of any complete building permit application, Applicant shall submit a grading and drainage plan for review and approval. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. A hydrology report will be required to the satisfaction of the Engineering Division. The ground immediately adjacent to foundations shall slope away from the foundation for the first 10 feet perpendicular to the structure must be 5% minimum for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.4.
- oo. Prior to any building permit issuance, Applicant shall submit an updated Storm Water Management plan with review of third party engineer's certification.
- pp. Prior to any building permit issuance, the Applicant shall submit a finalized version of the Stormwater Control Plan, which shall provide stormwater treatment for the project site 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.
- qq. Prior to any building permit issuance, the Applicant shall submit a draft "Stormwater Treatment Measures Operations and Maintenance (O&M) Agreement" with the City subject to review and approval by the Engineering Division. The Applicant will be responsible for the operation and maintenance of stormwater treatment measures for

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
CONDITIONS OF APPROVAL: the project. This agreement shall run with the land and shall be recorded with the San Mateo County Recorder's Office prior to building permit final inspection. rr. Prior to any building permit issuance, the Applicant shall submit engineered Off-Site and On-site Improvement Plans (including specifications & engineers cost estimates), for approval by the Engineering Division, showing the infrastructure necessary to serve the Project. The Improvement Plans shall include, but are not limited to, all engineering calculations necessary to substantiate the design, proposed roadways, drainage improvements, utilities, traffic control devices, retaining walls, sanitary sewers, and storm drains, pump/lift stations, street lightings, common area landscaping and other project improvements. All public improvements shall be designed and constructed to the satisfaction of the Engineering Division. ss. 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 much onto public right-of-way; and covering/tarping stored construction materials, fuels, and other chemicals. Plans to include proposed measures to prevent erosion and polluted runoff from all site conditions shall be submitted for review and approval of the Engineering Division prior to beginning construction. tt. Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality, in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP). BMP plan sheets are available electronically for inserting into project plans, and shall be submitted as part of a complete building permit application. uu. Prior to any building permit issuance, the Applicant shall pay all Public Works fees including Building Construction Impact Fee, in effect at the time of payment , subject to the limitations of the Project's SB 330 preliminary application, unless deferral of payment is allowed pursuant to Gov. Code § 66007. The current Building Construction Street Impact Fee is calculated by multiplying the valuation of the construction by 0.0058. vv. 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. ww. Project shall provide minimum pipe separations between each utility lines per City Standard Details. xx. Simultaneous with submittal of any complete building permit application, Applicant shall provide documentation indicating the amount of irrigated landscaping. If the project proposes more than 500 square feet of irrigated landscaping, it is subject to the City's Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44).			

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
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CONDITIONS OF APPROVAL:

- yy. If this project is creating more than 5,000 square feet of irrigated landscaping, per the City's Water Efficient Landscape Ordinance (Municipal Code 12.44) the irrigation system is required to have a separate water service.
- zz. Prior to commencing any work within the right-of-way or public easements, the Applicant shall obtain an encroachment permit from the appropriate reviewing jurisdiction.
- aaa. 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 any building permit final inspection.
- bbb. The Applicant shall retain a civil engineer to prepare "as-built" or "record" drawings of public improvements, and the drawings shall be submitted in AutoCAD and Adobe PDF formats to the Engineering Division prior to Final Occupancy.
- ccc. Prior to final inspection, the Applicant shall submit a landscape audit report.

Transportation Division Conditions

- ddd. All public right-of-way improvements, including frontage improvements, shall be completed to the satisfaction of the Engineering Division and Transportation Division prior to the granting of occupancy.

2. The architectural control permit shall be subject to the following ***project-specific*** conditions:

General Conditions

- a. Simultaneous with submittal of any complete building permit application, the Applicant shall demonstrate compliance with mitigation measures included in the ConnectMenlo MMRP and 2023-2031 Housing Element Update Subsequent EIR MMRP that are applicable to the project, subject to review and approval by the Community Development and Public Works Departments and the applicable divisions within the City. Such mitigation measures include:
 - i. Mitigation Measure CR-2a: The City shall ensure that a cultural resources records search is performed at the Northwest Information Center (NWIC) of the California Historical Resources Information System for the project area for multi-family development projects arising from the HEU that require ground disturbance (i.e., excavation, trenching, grading, etc.). To receive project approval, an archaeologist meeting the U.S. Secretary of the Interior's Standards (SOIS) for Archeology must review the results and identify if the project would potentially impact cultural resources. If the archaeologist determines that known cultural resources or potential archaeologically sensitive areas may be impacted by the project, a pedestrian survey must be conducted under the supervision of a SOIS-qualified archaeologist of all accessible portions of the project area, if one has not been completed within the previous five years. Additional research, including subsurface testing, monitoring during construction, and/or a cultural resources awareness training may be required to identify, evaluate, and mitigate impacts to cultural resources, as recommended by the SOIS-qualified archaeologist. If avoidance is not feasible, the City shall consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) to be affiliated with Menlo Park for the purposes

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
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CONDITIONS OF APPROVAL:

of tribal consultation under Chapter 905, California Statutes of 2004 (if the resource is pre-contact or indigenous) to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to PRC Section 21083.2 and CEQA Guidelines Section 15126.4. This shall include documentation of the resource and may include data recovery (according to PRC Section 21083.2), if deemed appropriate, or other actions such as treating the resource with culturally appropriate dignity and protecting the cultural character and integrity of the resource (according to PRC Section 21084.3). A cultural report detailing the results of the research shall be prepared and submitted for review by the City and a final draft shall be submitted to the NWIC. Once the report has been approved by the City, the City may issue appropriate permits.

- ii. Mitigation Measure CR-2b: If pre-contact or historic-era archaeological resources are encountered during project construction and implementation, the project applicant shall halt all construction activities within 100 feet and notify the City. Pre-contact archaeological materials might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or toolmaking debris; culturally darkened soil ("midden") containing heat-affected rocks, artifacts, or shellfish remains; and stone milling equipment (e.g., mortars, pestles, handstones, or milling slabs); and battered stone tools, such as hammerstones and pitted stones. Historic-era materials might include stone, concrete, or adobe footings and walls; filled wells or privies; and deposits of metal, glass, and/or ceramic refuse. An archaeologist meeting the U.S. Secretary of the Interior's Standards (SOIS) for Archeology shall inspect the findings and work shall be stopped within 100 feet of the potential archaeological resource until the material is either determined by the archaeologist to not be an archaeological resource or appropriate treatment has been enacted, with appropriate consultation, as needed.

If the City determines that the resource qualifies as a historical resource or a unique archaeological resource (as defined pursuant to the CEQA Guidelines) and that the project has potential to damage or destroy the resource, mitigation shall be implemented in accordance with PRC Section 21083.2 and CEQA Guidelines Section 15126.4, with a preference for preservation in place. If preservation in place is feasible, this may be accomplished through one of the following means: (1) siting improvements to completely avoid the archaeological resource; (2) incorporating the resource into a park or dedicated open space, by deeding the resource into a permanent conservation easement; (3) capping and covering the resource before building the project on the resource site after the resource has been thoroughly studied by a SOIS qualified archaeologist and a report written on the findings.

If preservation in place is not feasible, the City shall consult with California Native American tribes identified by the Native American Heritage Commissions (NAHC) to be affiliated with Menlo Park for the purposes of tribal consultation under Chapter 905, California Statutes of 2004 (if the resource is pre-contact or indigenous) to determine treatment measures to avoid, minimize, or mitigate any potential impacts to the resource pursuant to PRC Section 21083.2, and CEQA Guidelines Section 15126.4. This shall include documentation of the resource and may include data recovery (according to PRC Section 21083.2), if deemed appropriate by the archaeologist, in

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
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CONDITIONS OF APPROVAL:

consultation with the City, or other actions such as treating the resource with culturally appropriate dignity and protecting the cultural character and integrity of the resource (according to PRC Section 21084.3).

- iii. Mitigation Measure CR-3: Procedures of conduct following the discovery of human remains have been mandated by Health and Safety Code Section 7050.5, Public Resources Code Section 5097.98 and the California Code of Regulations Section 15064.5 (CEQA). According to the provisions in CEQA, if human remains are encountered, the project applicant shall ensure that all work in the immediate vicinity of the discovery shall cease and necessary steps are taken to ensure the integrity of the immediate area. 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, who will, in turn, notify the person the NAHC identifies as the Most Likely Descendant (MLD) of any human remains. Further actions shall be determined, in part, by the desires of the MLD. The MLD has 48 hours to make recommendations regarding the disposition of the remains following notification from the NAHC of the discovery. If the MLD does not make recommendations within 48 hours, the landowner shall, with appropriate dignity, reinter the remains in an area of the property secure from further disturbance.
- b. Prior to issuance of any building permit, the Applicant shall submit the El Camino Real/Downtown Specific Plan Preparation Fee, which is established at \$1.13/square foot for all net new development. For the subject proposal, the fee is estimated at \$52,725.46 (\$1.13 x 46,659.7 net new square feet)

Housing Conditions

- c. Prior to issuance of any building permit, the Applicant shall execute and record in the San Mateo County Recorder's office the below market rate (BMR) Housing Agreement. The BMR Housing Agreement is attached to Menlo Park City Planning Commission Resolution No. 2026-___ as Exhibit D and incorporated herein by this reference.
- d. Prior to the issuance of any building permit, the Applicant shall pay the Below Market Rate Housing Commercial Linkage In-Lieu fee in effect at the time the complete SB 330 preliminary application was submitted for the project, in the amount of \$167,976.99. Fees are due prior to issuance of the first building permit and subject to adjustment on July 1st of each year.

Engineering Conditions

- e. Simultaneous with the submittal of any building permit application, the Applicant shall submit plans showing required frontage improvements, which shall include, but are not limited to:
 - i. New 12' sidewalks along both property frontages (Oak Grove Ave. and Crane St). Dedication of a public service easement (PSE) is required along Crane St. frontage.
 - ii. New Curb and gutter along both property frontages (Oak Grove Ave. and Crane St.).
 - iii. New 4'x4' tree wells along both property frontages (Oak Grove Ave. and Crane St.).

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
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CONDITIONS OF APPROVAL:

- iv. New 3" grind and overlay, curb to curb, along both property frontages and along the entire intersection (Oak Grove Ave. and Crane St.).
- v. New Valley gutter along the intersection (Oak Grove Ave. and Crane St.).
- vi. New streetlights along both property frontages (Oak Grove Ave. and Crane St.).
- vii. All striping, markings and legends shall be replaced in kind, or as modified by the City Engineer on both property frontages (Oak Grove Ave. and Crane St.).
- viii. Lateral connections to overhead electric, fiber optic, and communication lines shall be placed underground in a joint trench.

Sustainability Division Conditions

- f. Prior to issuance of any building permit, the Applicant shall submit the following revised plans for the commercial building to indicate zero waste management plan compliance, subject to review and approval of the Sustainability and Planning Divisions:
 - i. Revise Sheet A02.01B and A02.02B to show a bottle filling station next to the restrooms.
 - ii. Install three-bin waste stations in the open office spaces and in the Main Entry corridor.
 - iii. Show a kitchenette, which is based on the Recology approval but missing from the floor plans. The kitchenette should have a dishwasher and three-bin waste stream station.
 - iv. Install three-bin waste stream if the deck roof has seating furniture.
- g. Prior to issuance of any building permit, the Applicant shall submit the following revised plans for the residential building to indicate zero waste management plan compliance:
 - i. Prior to issuance of any building permit, the Applicant shall provide sorting signs on Sheet AR2.02A based on the Recology standard.
 - ii. Prior to issuance of any building permit, the Applicant shall revise all unit floor plans to show that waste stations within each unit have sufficient room to fit three bins for trash, recycling, and compost.

Transportation Division Conditions

- h. Prior to issuance of any building permit, unless deferred pursuant to Gov. Code § 66007, the Applicant shall pay the transportation impact fee (TIF) in effect at the time the complete SB 330 preliminary application was submitted for the project, subject to review and approval of the Transportation Division. Such fee includes:
 - i. The TIF is estimated to be \$251,891.39. This was calculated by multiplying the fee of \$6,548.93 per multi-family unit by 15 units, plus the fee of \$22.56/s.f. per office space by 15,214 s.f. of office space, and subtracting a credit by multiplying \$13.15/s.f. per retail/bank space by 14,416 s.f. of existing space. Fees are due prior to issuance of the first building permit and subject to adjustment on July 1st of each year based on the ENR Construction Cost Index % for San Francisco.
- i. Simultaneous with the submittal of any complete building permit application, the Applicant shall submit a TDM plan consistent with the TDM Plan dated August 20, 2026. Any changes to the plan are subject to review and approval by the City prior to occupancy. The Applicant shall ensure compliance with the San Mateo County

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
CONDITIONS OF APPROVAL: Congestion Management Program Land Use Implementation Policy (C/CAG TDM Policy). Specifically, the Applicant shall ensure that the measures identified in the approved C/CAG TDM Checklist included in the TDM Plan are implemented over the life of the project, and that the Applicant and tenants acknowledge the requirement to participate in the periodic monitoring and reporting requirements identified in the C/CAG TDM Policy. Accordingly, it is recommended that the Applicant clearly identify these TDM provisions and responsibilities in any sales and/or lease or sublease transactions. j. Prior to issuance of any project-related 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 City. The Applicant shall secure adequate parking for any and all construction trades. The plan shall include construction phasing and anticipated method of traffic handling for each phase. The existing sidewalk and bike lanes or an acceptable pedestrian and bicycle pathways along the project's frontage shall be provided during all construction phases except when the new sidewalk is being constructed. Note: Unless otherwise stated in a condition, "building permit" refers to the first permit for the project, whether demolition, grading, or other permit required to initiate construction activities on the project site.			

PLANNING COMMISSION RESOLUTION NO. 2026-XXX**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK RECOMMENDING THE CITY COUNCIL APPROVE A TENTATIVE MAP FOR A MAJOR SUBDIVISION TO CREATE 15 FOR-SALE CONDOMINIUM UNITS AND ONE COMMERCIAL UNIT IN THE SP-ECR/D (EL CAMINO REAL/DOWNTOWN SPECIFIC PLAN) ZONING DISTRICT, AT 800 OAK GROVE AVENUE**

WHEREAS, on December 23, 2025, 800 Oak Grove Owner, LLC (“Owner”) and Rob Zirkle (“Applicant”) submitted to the City of Menlo Park (“City”) both a preliminary application and a development application (“Application”) for a housing development project (“Project”) located at 800 Oak Grove Avenue (APN 071-091-520) (“Project Site”); and

WHEREAS, the Application requests an architectural control permit, below market rate (BMR) housing agreement, and heritage tree removal permits to demolish an existing surface-level parking lot and construct a new six-story, approximately 72-foot-tall multifamily residential building with 15 units, and convert and expand an existing two-story bank building into a two-story non-medical office building with a roof deck, along with a major subdivision to create 15 residential units and one commercial unit; and

WHEREAS, the Application includes requests for concessions and waivers under the State Density Bonus Law (Gov. Code 65915) (“SDBL”); and

WHEREAS, on January 22, 2026, after reviewing the submitted application, the City deemed the application incomplete; and

WHEREAS, on March 6, 2026, Applicant resubmitted a revised application to the City; and

WHEREAS, on April 4, 2026, after reviewing the resubmitted application, the City deemed the application incomplete; and

WHEREAS, on May 4, 2026, Applicant resubmitted a revised application to the City; and

WHEREAS, on June 3, 2026, after reviewing the resubmitted application, the City deemed the application complete; and

WHEREAS, on July 2, 2026, after thoroughly comparing the features of the proposed Project with the applicable objective standards, the City issued Applicant a determination that the Project was inconsistent with various sections of the Menlo Park Municipal Code (“MPMC”), the El Camino Real/Downtown Specific Plan, and the City’s General Plan; and

WHEREAS, on July 28, 2026, July 31, August 17, August 20, and August 21, 2026, the Applicant submitted revised site plans and revised requests for concessions and waivers under the SDBL; and

WHEREAS, on August 27, 2026, after thoroughly reviewing the revised Application and working with Applicant to remedy any outstanding inconsistencies between the Project and applicable objective development standards, the City issued Applicant a determination that the Project would be consistent with all applicable objective standards if the Planning Commission were to approve the requested SDBL concessions and waivers; and

WHEREAS, on September 1, September 3, September 4, and September 9, 2026, Applicant submitted revised site plans and revised requests for concessions and waivers under the SDBL; and

WHEREAS, on September 2, 2026, the Menlo Park Housing Commission held a duly noticed public hearing on the Below Market Rate (“BMR”) Agreement for the Project, accepting all oral and written public testimony and the written report of the Community Development Department staff; and

WHEREAS, at the conclusion of the September 2, 2026 Housing Commission hearing, the Housing Commission voted 6-0 to recommend approval of the BMR Agreement; and

WHEREAS, on September 14, 2026, the Menlo Park Planning Commission held a duly noticed public hearing on the Project, accepting all oral and written public testimony and the written report of the Community Development Department staff; and

WHEREAS, the Project is exempt from CEQA pursuant to Public Resources Code Section 21080.66(a) and the City carried out all the procedures required by Public Resources Code Section 21080.66(b).

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission makes the following findings and recommendations:

Section 1. Tentative Map Findings. The Planning Commission recommends that the City Council make findings that the proposed tentative map for a major subdivision is technically correct and in compliance with all applicable State regulations, City General Plan, Zoning and Subdivision Ordinances, and the State Subdivision Map Act (e.g., Government Code Section 66474) for the following reasons:

- a. The proposed Tentative Map for the Project Site is technically correct and in compliance with all applicable State regulations, City General Plan, Zoning and Subdivision Ordinances, and the State Subdivision Map Act.

In addition to detailed review by City staff, the proposed tentative map was reviewed by utility and public service providers, including West Bay Sanitary District, Cal Water, Comcast, AT&T, and PG&E and no objections were raised.

- b. The proposed Tentative Map for the project Site, including the contemplated design and improvements, is consistent with the applicable general plan and specific plan.

The Project Site is located in the El Camino Real/Downtown Specific Plan (SP-ECR/D) zoning district, which allows commercial and residential development. Within the Specific Plan area, the Project Site contains the land use designation of Downtown Adjacent Office/Residential (DAOR) and zoning sub-district of Downtown Adjacent (DA). The maximum allowed base density in the DA zoning sub-district is 40 dwelling units per acre and the maximum number of units allowed by the zoning ordinance on the Project site is 30 units. The Project proposes 15 units on a 0.75-acre site, for a total density of 20 dwelling units per acre, within the permissible density range for the Project Site.

The State Density Bonus Law (Government Code Section 65915) allows housing development project applicants to request incentives and waivers to allow for noncompliance with local development standards in exchange for providing a specified percentage of units that are deed-restricted as affordable to lower income households. The Project provides one of the fifteen total units as affordable to very low-income households and thereby qualifies for one incentive and unlimited waivers. Applicant submitted the letter attached hereto as Exhibit B, which requests one incentive and twelve waivers from specified local development standards pursuant to the State Density Bonus Law:

Incentive:

1. Exceed the maximum non-medical office FAR.

The City has determined that nonenforcement of this development standard would result in actual and identifiable cost reductions for the provision of affordable housing. Therefore, the Planning Commission approves the requested concession.

Waivers:

1. Exceed the overall FAR for the site;
2. Exceed the maximum residential unit size of 2,000 square feet;
3. Reduce the minimum required rear setback for the residential building;
4. Exceed the maximum required public right-of-way setback for the residential building;
5. Allow the residential building to extend its horizontal building and architectural projections into the required 45-degree building profile;
6. Allow the residential building to extend its vertical building projections into the required 45-degree building profile;
7. Allow the residential building to extend its rooftop elements into the required 45-degree building profile;
8. Allow the residential building and commercial building to exceed the maximum building height;
9. Allow the residential building to exceed the maximum façade height;
10. Allow the residential building to extend its vertical building projections more than four feet above the maximum building height;
11. Reduce the minimum required new window recesses for the commercial building;
and
12. Allow the project not to satisfy all vehicle turning radii requirements.

The City has determined that enforcement of these development standards would

preclude the Project from achieving the proposed density by requiring removal of proposed units in order to comply with the development standards. Therefore, the Planning Commission approves the requested waivers.

The City has carefully reviewed the Project for consistency with all other applicable development standards contained in the zoning code, General Plan, and El Camino Real/Downtown Specific Plan and has determined that the Project complies with all applicable objective development standards contained therein.

- c. The project site is physically suitable for the proposed type and density of development.

The project is consistent with the density, uses, and development standards for the site set forth in the General Plan, El Camino Real/Downtown Specific Plan, and zoning code, as modified by the State Density Bonus Law. The project Site is in an urbanized area of the City currently occupied by an existing commercial building, landscaped, and hardscaped areas.

- d. The design of the subdivision or types of improvements is not likely to cause substantial environmental damage or serious public health problems.

The project would comply with the General Plan's goals and policies, City Zoning and Subdivision Ordinances, and other applicable regulations designed to prevent serious environmental damage and/or health and safety problems. The Project Site is already developed and heavily disturbed. The Project Site does not contain any aquatic habitat that would be disturbed by the Project, and the Project would not substantially injure the limited wildlife that access the site or their habitat. Moreover, the Conditions of Approval for the Project require compliance with the applicable environmental impact mitigation requirements contained in the ConnectMenlo Mitigation Monitoring and Reporting Program and the 2023-2031 Cycle Housing Element Update Subsequent EIR Mitigation Monitoring and Reporting Program.

- e. The proposed subdivision would not conflict with any public access easements.

The Project Site currently does not have any easements, and no development restrictions exist due to easements. However, a public access easement would be recorded as a part of this project to ensure adequate sidewalk and utility collocation as a part of the Project, along the project frontages facing Oak Grove Avenue and Crane Street.

Section 2. Tentative Map Recommendation. Based on the findings above, the Planning Commission recommends that the City Council approve the tentative map for the Project, included in the project plans, (Exhibit A) and the associated conditions of approval attached hereto as Exhibit E and incorporated herein by this reference.

Section 3. 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 September 14, 2026, 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, 2026.

PC Liaison Signature

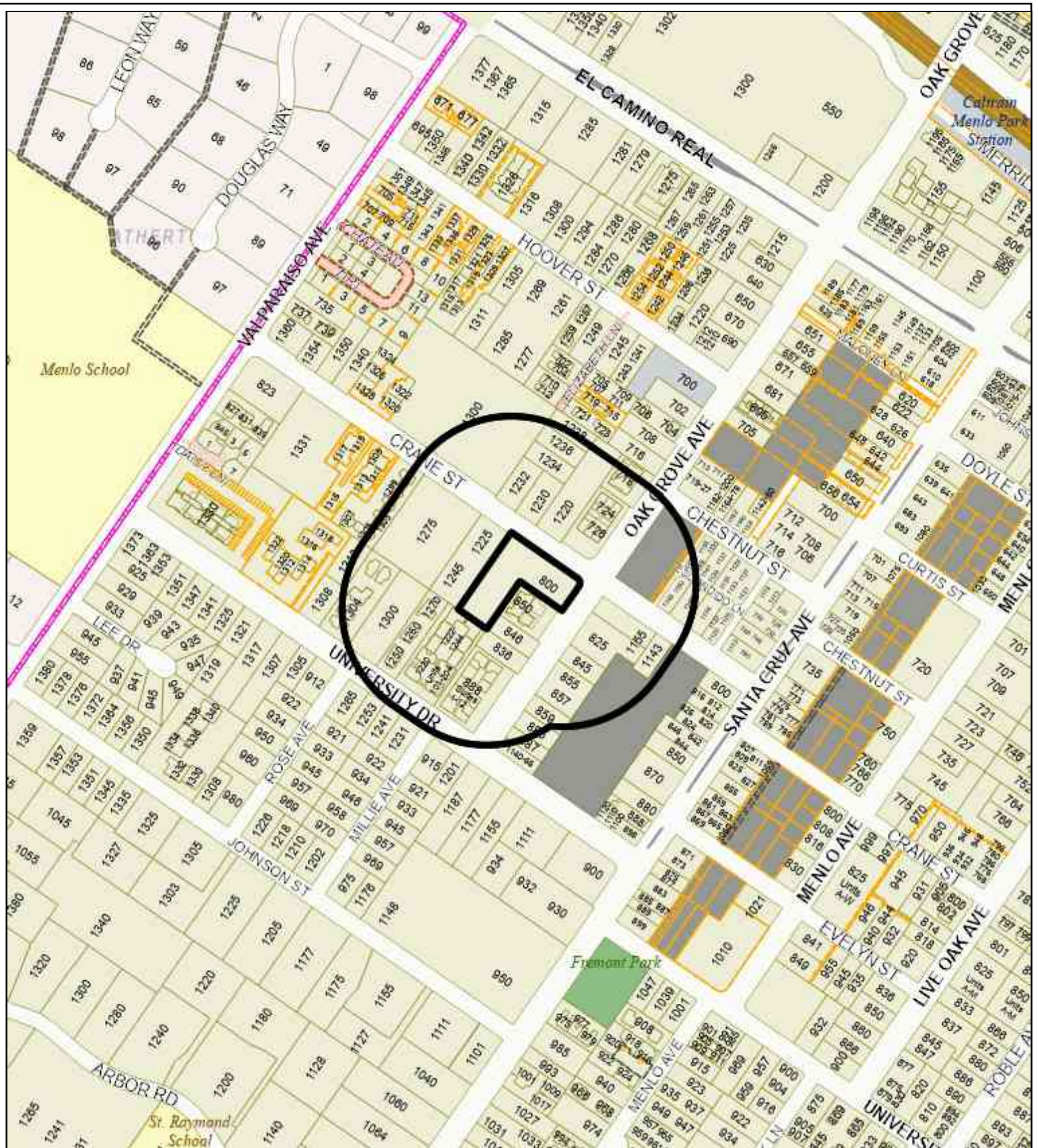
Corinna Sandmeier
Principal Planner
City of Menlo Park

Exhibits

- A. Vesting tentative map
- B. Project description letter
- C. ConnectMenlo Mitigation Monitoring and Reporting Program
- D. 2023-2031 Cycle Housing Element Update Subsequent EIR Mitigation Monitoring and Reporting Program
- E. Conditions of approval

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
CONDITIONS OF APPROVAL: 1. The Tentative Map shall be subject to the following <i>standard conditions</i>: a. Development of the project shall be substantially in conformance with the Tentative Map prepared by Prince Street Partners, consisting of 145 plan sheets, dated September 9, 2026, and approved by the City Council on September 22, 2026, except as modified by the conditions contained herein, subject to review and approval of the Planning Division and Engineering Division. b. Within two years from the date of approval of the tentative map, the Applicant shall submit a Final Map for City Council approval. c. The applicant shall adhere to the Subdivision Map Act and Chapter 15 of the City's Municipal Code in effect on the date the Applicant submitted its SB 330 preliminary application containing all the information required by Government Code section 65941.1(a) (here, December 23, 2025) ("SB 330 Date"). d. All agreements shall run with the land and shall be recorded with the San Mateo County Recorder's Office prior to building permit final inspection. e. Prior to Final Map approval, the Applicant (for purposes of these conditions, Project Applicant or Applicant refers to the owner, applicant, developer, or any other entity or person who may seek to develop the Project) shall comply with all West Bay Sanitary District, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project. f. Prior to Final Map approval, the Applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project. g. Prior to Final Map approval, the Applicant shall submit plans indicating that the applicant shall remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for review and approval of the Engineering Division. h. Prior to Final Map approval, the Applicant shall submit a Grading and Drainage Plan for review and approval of the Engineering Division. The Grading and Drainage Plan shall be approved prior to the issuance of grading, demolition, or building permits. i. Prior to Final Map approval, the Applicant shall pay all fees incurred through staff time spent reviewing the application. j. The necessary easements, such as Public Service Easements (PSE), Public Utility Easements (PUE), Right of Way Dedications, and any and all other necessary easements to carry out the Project, shall be dedicated by the Final Map. k. The Applicant or permittee shall defend, indemnify, and hold harmless the City of Menlo Park or its agents, officers, and employees from any claim, action, or proceeding against the City of Menlo Park or its agents, officers, or employees to attack, set aside, void, or annul an approval of the Planning Commission, City Council, Community Development Director, or any other department, committee, or agency of the City concerning a development, variance, permit, or land use approval which action is brought within the time period provided for in any applicable statute; provided, however, that the applicant's or permittee's duty to so defend, indemnify, and hold harmless shall be subject to the City's promptly notifying the applicant or			

LOCATION: 800 Oak Grove Avenue	PROJECT NUMBER: PLN2026-00002	APPLICANT: Rob Zirkle	OWNER: 800 Oak Grove Owner, LLC
CONDITIONS OF APPROVAL: permittee of any said claim, action, or proceeding and the City's full cooperation in the applicant's or permittee's defense of said claims, actions, or proceedings. I. Notice of Fees Protest – The applicant may protest any fees, dedications, reservations, or other exactions imposed by the City as part of the approval or as a condition of approval of this development. Per California Government Code 66020, this 90-day protest period has begun as of the date of the approval of this application. 2. The Tentative Map shall be subject to the following project-specific conditions: a. Simultaneous with submittal of any complete building permit application, the Applicant shall demonstrate compliance with mitigation measures included in the ConnectMenlo MMRP and 6th Cycle Housing Element Update Subsequent EIR MMRP that are applicable to the project, subject to review and approval by the Community Development and Public Works Departments and the applicable divisions within the City. Compliance documentation may be deferred, at the discretion of the Community Development Director, based on the timing identified in the MMRP. b. The project is required to construct frontage improvements as shown on tentative map Improvement Plans, prior to building permit final inspection, which shall include but not be limited to: i. New 12' sidewalks along both property frontages (Oak Grove Ave. and Crane St.). Dedication of a public service easement (PSE) is required along Crane St. frontage. ii. New Curb and gutter along both property frontages (Oak Grove Ave. and Crane St.). iii. New 4'x4' tree wells along both property frontages (Oak Grove Ave. and Crane St.). iv. New 3" grind and overlay, curb to curb, along both property frontages and along the entire intersection (Oak Grove Ave. and Crane St.). v. New Valley gutter along the intersection (Oak Grove Ave. and Crane St.). vi. New streetlights along both property frontages (Oak Grove Ave. and Crane St.). vii. All striping, markings and legends shall be replaced in kind, or as modified by the City Engineer on both property frontages (Oak Grove Ave. and Crane St.). viii. Lateral connections to overhead electric, fiber optic, and communication lines shall be placed underground in a joint trench. c. Prior to Final Map approval, the Applicant shall pay all applicable Public Works fees, unless deferral of payment is allowed pursuant to Gov. Code § 66007. d. Prior to Final Map approval, the Applicant shall pay the recreation in-lieu fee for fifteen (15) multiple-family units at the current rate of \$78,400 per unit, in compliance with Section 15.16.020 of the Subdivision Ordinance, for a total recreation fee of \$1,176,000. e. Prior to Final Map approval, the Applicant shall enter into a Subdivision Improvement Agreement and provide a performance bond for the completion of the off-site improvements as shown on the approved project improvement plans.			



City of Menlo Park
Location Map
800 Oak Grove Avenue



Scale: 1:4,000

Drawn By: MAP

Checked By: TAS

Date: 9/14/2026

Sheet: 1



Re: Application Submittal Notice -- 800 Oak Grove

From Neil Friedman <njfmd@ymail.com>

Date Fri 1/23/2026 12:32 PM

To Matthew A. Pruter <mapruter@menlopark.org>; Matthew A. Pruter <mapruter@menlopark.gov>

You don't often get email from njfmd@ymail.com. [Learn why this is important](#)

My email failed to send. Please see below.

Thank you,

Neil Friedman

On Thursday, January 22, 2026 at 07:27:44 PM PST, MAILER-DAEMON@yahoo.com <mailer-daemon@yahoo.com> wrote:

Sorry, we were unable to deliver your message to the following address.

<MAPruter@menlopark.gov>:

Unable to deliver message after multiple retries, giving up.

----- Forwarded message -----

I am responding to the notice about the planned building project at 800 Oak Grove.

Please note my objection to the applicant's request for concessions and waivers to the city's zoning ordinance requirements.

I have a medical practice in the adjacent building at 1225 Crane Street. All of the businesses in our building as well as other businesses and residents on Crane Street will be negatively impacted by a 6-story residential building that significantly exceeds the city's FAR, setback, and projection rules. The proposed oversized building should not be allowed to be constructed on this street, and the Menlo Park Planning Commission should deny the requested waivers/concessions.

Thank you,

Neil Friedman

Neil J. Friedman, MD
Menlo Park Ophthalmology Medical Group
1225 Crane Street, Suite 200
Menlo Park, CA 94025
(650) 900-2020
(650) 899-2020 fax
www.mpomg.org

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or entity to whom it is addressed. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any dissemination, distribution or copying of this communication is strictly prohibited without our prior permission. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, or if you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system.

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**KNOB HILL MINES, INC.**

GENERAL OFFICES

1143 CRANE STREET, SUITE 200

MENLO PARK, CALIFORNIA 94025-4341

PHONE: 650-328-0820

FACSIMILE: 650-323-5390

E-MAIL: JKUECHLER@KHMP.COM

HENRY N. KUECHLER IV  
PRESIDENT

January 21, 2026

City of Menlo Park  
Community Development - Planning Division  
701 Laurel Street  
Menlo Park, CA 95025

Re: Application Submittal Notice - 800 Oak Grove

Dear City of Menlo Park Planning Division:

I am writing to formally oppose the application submitted by 800 Oak Grove Owner, LLC for the proposed redevelopment of 800 Oak Grove, as described in the City's Application Submittal Notice.

The proposal to demolish an existing surface parking lot and construct a new six-story, approximately 69-foot-tall multifamily residential building with 15 units—while also seeking multiple concessions and waivers under the State Density Bonus Law—raises serious concerns regarding compatibility, scale, and impacts on the surrounding area.

First, the proposed height and massing are excessive and incompatible with the surrounding neighborhood. A six-story, 69-foot structure represents a dramatic departure from the existing development pattern and would fundamentally alter the character of Oak Grove. The requested waivers for floor area ratio (FAR), setbacks, and building projections further intensify the project beyond what the site and neighborhood can reasonably accommodate.

Second, the project's reliance on Density Bonus concessions is disproportionate to the level of community benefit provided. Of the 15 units proposed, only one unit (approximately 6.5 percent) would be designated as below market rate (BMR), with the remaining fractional obligation satisfied through an in-lieu fee. This minimal on-site affordability does not justify the significant increases in height, bulk, and development intensity being requested.

Third, the conversion of the ground floor to parking and the elimination of the existing surface parking lot raise concerns about parking adequacy and traffic impacts. Oak Grove and nearby streets already experience congestion, and this project risks increasing competition for limited on-street parking, negatively affecting nearby residents, businesses, and visitors.

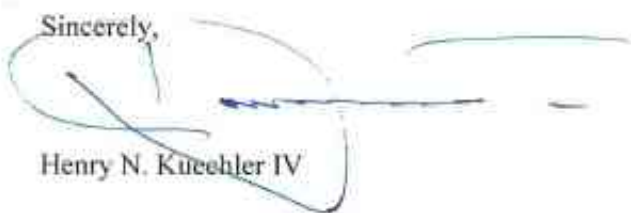
Additionally, the proposal to remodel and expand the existing two-story bank building into a non-medical office building—with increased gross floor area, a roof deck, and roof-level amenities—further compounds concerns related to overdevelopment, noise, and cumulative impacts on infrastructure and public services.

Finally, the requested waivers and concessions undermine the City's zoning and development standards, which exist to protect neighborhood livability, ensure appropriate transitions in scale, and promote balanced growth. Granting these exceptions would set an unfavorable precedent for future development in Menlo Park.

For these reasons, I respectfully urge the Planning Division and Planning Commission to deny the application as proposed, or require substantial reductions in height, massing, density, and requested waivers to bring the project into better alignment with the surrounding area and the City's planning goals.

Thank you for considering my comments. I respectfully request that this letter be included in the public record for this application.

Sincerely,



Henry N. Kueehler IV

Enclosure





## STAFF REPORT

### Planning Commission

Meeting Date:

9/14/2026

Staff Report Number:

26-041-PC

### Study Session:

**Study Session for revisions to the approved Parkline masterplan project to redevelop the SRI research campus with a residential, office/R&D, and retail mixed-use project, located at 201, 301 and 333 Ravenswood Ave. and 555 and 565 Middlefield Rd. The proposed revisions would increase the number of housing units, reduce the non-residential square footage, modify the site plan, amend project-specific development regulations, and modify the definition of gross floor area applicable to the project (referred to as Parkline Phase 2).**

## Recommendation

Conduct a study session for revisions to the Parkline masterplan development project ("Parkline Phase 2" or "revised project"), approved in fall 2025 and located at 201, 301 and 333 Ravenswood Ave. and 555 and 565 Middlefield Rd. Staff recommends that the Planning Commission receive a presentation from the applicant team (Lane Partners), solicit public comments, request clarifying information from the applicant, and provide feedback on the revised project to comprehensively redevelop the project site with a residential, office, and neighborhood-serving commercial mixed-use project. The proposed revisions would increase the number of housing units, consolidate the office/R&D footprint, reduce the non-residential square footage, add community-serving retail space, increase the office/R&D building heights, modify various project development regulations (including definition of gross floor area or GFA applicable to the project), and modify the site plan. The revised project includes revisions to the approved conditional development permit (CDP), below market rate (BMR) housing agreement, heritage tree removal permits, and vesting tentative map. Separately, architectural control permits would be required for the building design and site improvements. To date, architectural control permit applications for the commercial and for-sale residential portions of the project have been submitted.

## Policy Issues

The proposed project would require the Planning Commission and ultimately the City Council to consider the merits of the proposed revised project along with the appropriateness of the applicant's proposed modifications to the approved CDP, BMR agreement, vesting tentative map, and consistency with adopted policies and programs of the City. The City Council would be the final decision-making body for the requested modifications to the approved project. The City Council would also be the decision-making body if any amendments are needed to the approved development agreement (DA), which provides vested

rights in exchange for community benefits. The Planning Commission would be the acting body for architectural control permits for all proposed new buildings and the recommending body on all other entitlements. The revised project, unlike the approved project, qualifies as a housing development project pursuant to Government Code § 65589.5(h)(2)(B)(ii) and is subject to protections of the Housing Accountability Act (“HAA”). Under state density bonus law (SDBL), the project is permitted concessions and waivers to the City’s Zoning Ordinance requirements.

## Background

Click here to enter text. SRI International (formerly known as the Stanford Research Institute) is an independent, nonprofit research institute located on an approximately 63-acre campus at 301 and 333 Ravenswood Avenue and 555 and 565 Middlefield Road (SRI campus). In addition to the SRI campus the project site includes an approximately one-acre parcel at 201 Ravenswood Avenue, developed with the First Church of Christ, Scientist and Alpha Kids Academy (FCCS site). Together the SRI Campus and the FCCS site comprise the project site, that encompasses approximately 64 acres. The existing site plan is included in Attachment A.

On Sept. 30 and Oct. 7, 2025, the City Council approved the Parkline masterplan project with the following actions:

- Certified the Final Environmental Impact Report;
- Amended the General Plan Land Use Element to allow for the proposed land uses (intensity and density) in the Commercial land use designation and amended 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);
- Amended the Zoning Ordinance to create the C-1-S (Administrative, Professional and Research, Special) district to allow for the proposed land uses (intensity and density) and establish development regulations and standards for the project;
- Rezoned the project site from C-1(X) (Administrative and Professional District, (Restrictive)), R-1-S (Residential Single Family, Suburban), and P (Parking) to C-1-S (Administrative, Professional and Research, Special) district and to include the “X” Conditional Development combining district overlay;
- Adopted a CDP to develop the project through a masterplan, 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;
- Approved a BMR housing agreement for on-site BMR units (inclusionary units) in accordance with the City’s BMR Housing Ordinance and to dedicate an approximately 1.6-acre parcel to a non-profit affordable housing developer to provide up to 154 BMR units in a 100% affordable component;
- Approved a vesting tentative map to manage parcelization to implement the masterplan, abandon existing easements and future reserved rights-of-way, identify new public access and utility easements, and site infrastructure; and
- Approved a DA between the City and the project applicant for vested rights in exchange for community benefits and assurances on the timing and phasing of the project.

The City-maintained project page (Attachment B) includes details on the approved project, including links to the approved plans, certified environmental impact report (EIR), and related studies. The City Council

staff reports provide a detailed analysis of the approved project and are included as Attachment C (Sept. 30, 2025) and Attachment D (Oct. 7, 2025).

#### Site location and existing 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 Burgess Drive and the former USGS campus to the south. Presidio Bay Ventures proposes to comprehensively redevelop the former USGS site (345 Middlefield Rd.) with a mix of uses consisting primarily of residential and office uses, with childcare and neighborhood serving retail and restaurant components. More information on this proposed project is available in the city-maintained project page (Attachment E). Across Middlefield Road from the project site is Menlo Atherton High School. The Menlo Park Civic Center Campus and Burgess Park are located across Laurel St. from the project site.

SRI's campus contains 38 buildings, totaling approximately 1.38 million square feet, which include research and development (R&D) and ancillary support services. The FCCS site is developed with a church, a multi-use building, and a surface parking lot. The Menlo Park Caltrain station is approximately one-third of a mile from the project site. Attachment F includes a location map depicting the project site and nearby landmarks.

#### Planning Commission review

This study session is an early opportunity for the Planning Commission and members of the community to learn more about the proposed revised project and request clarifying information from staff and the applicant team, if needed. As part of its review of the revised project proposal, staff developed the following topic areas for the Planning Commission to consider. The study session discussion is not limited to these topics. These topics are discussed in more detail later in the report.

- Land uses and site density and intensity, including increased office/R&D building heights;
- Application of definition of gross floor area (GFA) related to covered balconies;
- Site layout;
- Site access, including vehicular, pedestrian and bicycle;
- Linkages to other sites and within the project site, including bicycle/pedestrian access;
- Conceptual architectural styles;
- Design, layout, and modifications to open space;
- Treatment of property edge between this project site and the 345 Middlefield Rd. project;
- Parking locations and ratios; and
- Sustainability measures.

### **Analysis**

#### Project description

The City Council's 2025 approval of the project included a reduction of the non-residential square footage from approximately 1.38 million square feet proposed to one million square feet, consisting of up to 925,000 square feet of office/R&D space and the balance for commercial amenity or commercial/retail uses. Since the 2025 approval, as contemplated in the terms of the Development Agreement (DA), SRI has determined they will vacate existing Buildings P, S, and T, allowing the consolidation of the non-residential buildings in a smaller area, with the potential for SRI to occupy one of the proposed office/R&D

buildings. The revised project would reconfigure the site plan to accommodate the reduction of non-residential square footage and the demolition of Buildings P, S, and T, add community serving retail space, and increase the number of housing units, among other changes described in Table 1.

| Table 1: Project components                        |                                                                                                 |                                                                                                        |
|----------------------------------------------------|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|
| Component                                          | Approved project                                                                                | Proposed revised project                                                                               |
| Multifamily units                                  | 600 units in two buildings                                                                      | No change                                                                                              |
| Attached townhomes                                 | 27 units                                                                                        | 108 units                                                                                              |
| Single-family units                                | 19 units                                                                                        | 220 units                                                                                              |
| 100% affordable building                           | 154 units & community serving space                                                             | No change                                                                                              |
| Total Housing Units                                | 800                                                                                             | 1,082                                                                                                  |
| Total BMR Units                                    | 251                                                                                             | 294                                                                                                    |
| Demolition                                         | Demolition of approximately 1.1 million square feet in 35 buildings on the SRI campus           | Demolition of all buildings                                                                            |
| Existing buildings to remain                       | Buildings P, S and T                                                                            | None                                                                                                   |
| New non-residential buildings                      | Up to five office/R&D bldgs. and an office amenity building                                     | Four office/R&D bldgs. and a retail village consisting of nine buildings                               |
| New non-residential square footage                 | 925,000 square feet office & R&D uses; 40,000-square-foot amenity; Not to exceed 1M square feet | 901,493 square feet office/R&D uses and a 40,629-square-foot retail uses; Not to exceed 1M square feet |
| Non-residential parking structures                 | Three parking structures                                                                        | Two parking structures                                                                                 |
| Potential emergency water storage reservoir (City) | Included                                                                                        | No change                                                                                              |
| Open space                                         | 29.9 acres of open space; approximately 12 acres publicly accessible                            | 26.9 acres of publicly accessible open space; approximately 13.8 publicly accessible                   |

The approved project DA contemplated that Lane Partners would seek approval of a subsequent project to address the reduction in non-residential square footage. The Parkline Phase 2 revised project is consistent with this concept.

The approved CDP enables development of the master plan, sets permitted and conditionally permitted uses for the project site, includes project-specific modifications to development regulations of the C-1-S zoning district, identifies typical construction hours, and includes phasing, operational requirements and other project-specific conditions of approval to carry out the proposed project. The CDP also identifies project specific design standards, as required by the C-1-S zoning district.

The proposed revised project requires amendments to the CDP. Table 2 compares the project data for the approved project, revised project, C-1-S zoning district, and the approved CDP. Note: the CDP sets the parameters for the approved project and the masterplan was approved within those parameters.

| Table 2: Project data                  |                                                                             |                  |                  |                  |
|----------------------------------------|-----------------------------------------------------------------------------|------------------|------------------|------------------|
|                                        | C-1-S zoning district<br>(minimums and maximums)                            | Approved CDP     | Approved project | Revised project* |
| Residential dwelling units (du)        | 1,926 units                                                                 | 800 units        | 800 units        | 1,082 units      |
| Dwelling units per acre (du/ac)        | 12 du/acre to 30 du/acre                                                    | 12.5**           | 12.5**           | 16.9**           |
| Residential square footage             | 1,781,860.6 sf (64.7%) if developed at the proposed 16.9 du/ac              | Per C-1-S zoning | 1,096,000 sf     | 2,013,319        |
| Residential floor area ratio (FAR)     | 40% for 12 du/ac to 100% for 30 du/ac<br>(64.7% if developed at 16.9 du/ac) | Per C-1-S zoning | 39%              | 73%              |
| Total non-residential square footage   | 1,398,276 sf                                                                | 1,000,000 sf     | 1,000,000 sf     | 942,122 sf***    |
| Non-residential floor area ratio (FAR) | 50%                                                                         | 35.74%           | 35.74%           | 34.00%           |

\*Numbers for proposed revised project are approximate; density and intensity calculated across the entire project site.

\*\* Dwelling units per acre is calculated in aggregate across the entire project site, per the C-1-S zoning.

\*\*\*The applicant is requesting to modify the definition of gross floor area (Menlo Park Municipal Code §16.04.325(C)(4)) to allow structural columns supporting the exterior office building covered terraces to exceed 12 inches in width without counting the areas as gross floor area.

As noted in Table 1, the proposed revised project would exceed the permitted residential gross floor area, based on the residential dwelling units per acre. The applicant may request unlimited waivers per State Density Bonus Law to allow the development of the proposed residential units. Lane Partners will need to clarify if the gross floor area exceedance is being pursued as a waiver under State Density Bonus Law or modify the project.

#### Proposed revisions

The approved project CDP modified the development regulations in the C-1-S zoning district to allow increased height, increased parking maximums, decreased minimum lot sizes and setbacks, and increased open space minimums, for both publicly accessible open space and private open space. The applicant is proposing revisions to the project specific development regulations and design standards, which is part of the CDP, to reduce setbacks, decrease minimum lot sizes, increase height, increase maximum parking rates, and modify modulation requirements. The applicant submitted proposed edits to the development regulations and design standards (Attachment G). Staff is evaluating the requested revisions.

### Proposed site layout

The revised project site layout builds off the approved site plan with modifications to condense the office/R&D buildings and non-residential parking structures towards the center of the site and to create a retail village near Ravenswood Avenue, which would provide a gateway into the project site from the north and provide a buffer between the Ravenswood Avenue project edge and taller office/R&D buildings towards the center of the site. The remainder of the site would be developed with residential uses and various open space components. The applicant's project description letter is included as Attachment H and the project plans for the masterplan are included as Attachment I.

### Residential buildings

The majority of the residential buildings in the approved project were located along Laurel Street and at the corner of Laurel Street and Ravenswood Avenue, with 19 detached townhomes (Townhomes 1) in the southwest corner of the project site, adjacent to the Burgess Classics community, and two multifamily residential buildings (Residential 1 and Residential 2, referred to as R1 and R2), each with 300 units (15% BMR units), to the north of Townhomes 1. A second cluster of residential uses were located along Middlefield Road between Ravenswood Avenue and Ringwood Avenue. The 100% affordable building with up to 154 multifamily units (Residential 3, referred to as R3) was located at the northeast corner of the project site and included a 2,000 square foot community serving space that could provide for potential small retail uses. Twenty-seven attached townhomes (Townhomes 2) were located south of the 100% affordable building along Middlefield Road near the intersection with Ringwood Avenue. The approved site plan is included in Attachment J.

The proposed revisions include an increase of 282 residential units for a total of 1,082 units, which would be spread over approximately 44 acres instead of the approximately 16 acres in the approved project. The two multifamily residential buildings (R1 and R2) would remain in the same locations and be largely unchanged. Although architectural control plans have not been submitted for the multifamily buildings, the applicant indicates the architectural style would be Mission Revival or Mediterranean and examples are included in the project plans.

The 100% affordable building (R3), with up to 154 residential units, is generally proposed in the same location, at the corner of Ravenswood Avenue and Middlefield Road, although shifted towards the intersection to allow for a larger dedicated park. The specific building setbacks from the intersection and Middlefield Road have not yet been provided, but it appears the building significantly intrudes into both the required 20-foot setback at the corner of Ravenswood Avenue and Middlefield Road, and the 30-foot setback required along Middlefield Road. Staff will work with the applicant to clarify this encroachment during the consistency review phase of the project. The program for the proposed building has not changed. Architectural control plans have not been submitted for this building; although the applicant indicates the architectural style would be contemporary and examples are included with the project plans.

In the revised site plan, 122 single-family dwellings would be located to the north and east of Burgess Classics, extending to the east of the City's Corporation Yard and the west of 345 Middlefield, the former USGS site. In addition to the Townhome 1 component, the approved project included a parking garage, the office amenity building, an office building, and Buildings S and T in the area where the single-family



dwellings are now proposed. The single-family dwellings would be designed in craftsman, contemporary farmhouse and modern rustic styles. Each unit would be two stories and include four bedrooms and a two-car garage.

Four single-family dwellings are also proposed immediately north of the proposed USGS campus redevelopment at 345 Middlefield Rd., which would redevelop the site with a residential, office, and neighborhood-serving commercial mixed-use project. The four single-family dwellings would be proximate to proposed six-story buildings and this general area could also provide bicycle and pedestrian connections between the two sites. The Commission may want to provide feedback on the land uses along the edge of the project site shared with the USGS master plan and the possibility of a connection for bicyclists and pedestrians between the two project sites.

In the southeast corner of the project site, 98 small lot, single-family dwellings are proposed, where an office building and parking garage were located on the approved plans. The dwellings would be designed in the same three styles as the other single-family dwellings, and also include four bedrooms and two-car garages, but would be three stories in height.

To the north and west of the McCandless office buildings, 108 townhomes are proposed in the general area where a parking garage and Townhomes 2 were previously located. The applicant indicates the townhomes are designed in a French cottage style. Each townhome would be three stories and include three or four bedrooms. There would be three plan types, with Plan 2 and 3 townhomes each with four bedrooms, 3.5 baths and a two-car garage. Plan 1 townhomes would include three bedrooms, three bathrooms, and tandem garage parking. While the tandem parking would functionally provide two spaces, because the spaces would not be independently accessible, only one would count as a parking space per the Zoning Ordinance.

The revised project site plan is included in Attachment L. Architectural control plans for the single-family dwellings, small lot single-family dwellings, and townhomes components are included as Attachment K.

#### Non-residential buildings

Instead of five new office/R&D buildings and three existing buildings, the revised project would demolish all existing buildings and construct four new office/R&D buildings and a retail village. The office/retail buildings would occupy a smaller footprint than the non-residential component of the approved project. Two parking structures are proposed, instead of three, and they would be more centrally located.

A limited number of parking spaces would be provided under the office/R&D buildings, with most of the parking located in two parking structures. The applicant indicates the architecture and form of the new office/R&D buildings were designed to emphasize strong connections to open spaces and outdoor amenities, and the buildings would consist of mass timber construction. The buildings would include above grade decks that would add open space and reduce massing. Building exteriors would include elements such as horizontal sun shading devices, high-performance glazing systems, and sustainable materials. The office/R&D buildings would include access points to open spaces, including private open spaces that connect to public open spaces.

The proposed retail village would include nine, one-story buildings occupied by cafés and casual dining, local services, fitness and wellness offerings and retail shops. The applicant indicates the primary defining elements of the retail buildings' architecture are strong horizontal eaves to provide shade, structural elements that project outward to form gateways, and trellis and natural materials to provide warmth. The building walls would consist of stone, wood, plaster and glass, allowing for individual identity of retailers. The retail village would include a central open space for active uses, such as farmer's markets, concerts, and movie nights. A portion of the retail village would be located within the Ravenswood Avenue parklet open space component of the approved project. The location of these buildings within the parklet would enhance visibility of the retail village from Ravenswood Avenue. Parking for retail uses would be provided by three surface parking lots. The architectural control plans for the non-residential buildings are included as Attachment M. Table 3 compares the non-residential buildings in the approved project and the revised project.

| Table 3: Non-residential buildings |                      |                   |
|------------------------------------|----------------------|-------------------|
|                                    | Approved project*    | Revised project   |
| Office 1                           | 184,000 sf           | 227,021 sf        |
| Office 2                           | 227,300 sf           | 262,135 sf        |
| Office 3                           | 227,300 sf           | 230,581 sf        |
| Office 4                           | 229,000 sf           | 181,756 sf        |
| Office 5                           | 184,000 sf           | n/a               |
| Office amenity bldg.               | 40,000 sf            | n/a               |
| Bldg. P (existing)                 | 183,423 sf           | demolish          |
| Bldg. S. (existing)                | 12,599 sf            | demolish          |
| Bldg. T (existing)                 | 52,985               | demolish          |
| Retail 1                           | n/a                  | 2,667 sf          |
| Retail 2                           | n/a                  | 3594 sf           |
| Retail 3                           | n/a                  | 960 sf            |
| Retail 4                           | n/a                  | 3,478 sf          |
| Retail 5                           | n/a                  | 1,125 sf          |
| Retail 6                           | n/a                  | 1,927 sf          |
| Retail 7                           | n/a                  | 7,806 sf          |
| Retail 8                           | n/a                  | 2,104 sf          |
| Retail 9                           | n/a                  | 17,057 sf         |
| <b>Total</b>                       | <b>1,378,330 sf*</b> | <b>942,122 sf</b> |

\*The approved CDP limits non-residential space to 1,000,000 square feet, consisting of up to 925,000 square feet office/R&D and up to 75,000 square feet amenity and retail space.

#### Floor area ratio and gross floor area

Prior to the final hearings for the approved project, the applicant revised the project to limit non-residential



square footage to 1 million square feet (reduction of approximately 380,000 square feet), although they did not submit revised plans. As part of the 2025 approval, the City Council limited office/R&D uses to 925,000 square feet and retail/amenity uses to 75,000 square feet. The applicant indicated as part of those final public hearings that they would likely submit a revised project to increase the number of housing units, in response to the non-residential square footage reduction, which concept was captured and memorialized in the DA.

The revised project would include approximately 902,000 square feet of office/R&D buildings and approximately 40,629 square feet in the retail village, remaining below the maximum 1 million square feet of non-residential uses (including below the 925,000 square foot cap on office/R&D uses).

#### *Modification to definition of gross floor area (GFA)*

Pursuant to the definition of GFA in Zoning Ordinance Section 16.04.325(C)(4), covered porches and covered balconies enclosed by columns more than 12 inches in width or railings more than forty-four inches in height are included in the calculation of GFA. The applicant is requesting to modify the definition of GFA through the CDP to exclude covered porches and covered balconies applicable to the revised project from the calculation of gross floor area if they are unobstructed to the exterior except for structural columns, even if the columns exceed twelve inches in width. This modification would allow structural columns supporting the exterior office building terraces to exceed 12 inches in width without counting the areas as GFA. The applicant indicates the structural columns need to exceed 12 inches in width due to the use of mass timber construction, which was selected for sustainability, aesthetic, and design reasons. If the terraces were counted towards GFA, the project would exceed the limit of 925,000 square feet of office/R&D space set in the CDP and DA.

While a CDP cannot increase intensity or density, staff believes the proposed modification to the definition of GFA would not directly increase intensity since it would not change the use of the terraces, and therefore can be requested by the applicant, subject to review and approval of the City Council as part of the amended CDP. Staff will work with the applicant to develop an upper limit to the size of the columns for staff to evaluate during the consistency review of the proposed revised project, potentially at 16 inches wide, as the applicant indicates the columns would be 16 inches by 16 inches. Staff is also evaluating the potential implications of the proposed modification to the definition of GFA as applied to the proposed revised project office building terraces and balconies and whether the modification of the GFA definition through the CDP is appropriate.

#### Height

Attachment N (building heights) identifies the conceptual building heights for the revised project and Table 4 provides a comparison to the approved project. The C-1-S zoning district limits the height of non-residential structures to 35 feet and the height of residential or residential and non-residential mixed-use structures to 40 feet. Single-family zoning districts, such as the R-1-S and R-1-U districts limit height to 28 feet for lots less than 20,000 square feet in area and 30 feet for lots with 20,000 or more square feet of area. The approved CDP modified the C-1-S zoning height limitations to allow for the approved project heights.

The massing of the two multifamily buildings along Laurel Street would be minimized by including three-

and four-story facades along the street and there are no proposed changes from the approved project. Portions of these buildings further away from the public rights-of-way would increase to five and six stories. The tallest residential building would continue to be the 100% affordable building (R3) near the intersection of Ravenswood Avenue and Middlefield Road.

The office buildings would increase in height from a previous maximum of 91 feet to 150 feet. However, the office buildings would be located more centrally to the project site than in the approved project, potentially lessening the impacts of the increased heights. The tallest office building (Office Building 2) would be the most central on the project site, surrounded by Office Building 1, the retail village, and Office Building 3. The applicant hasn't yet provided building setbacks from the exterior property lines but those will be included in future submittals. The parking garages would remain about the same height as the approved project but would also be located more centrally within the project site. The retail village buildings would be one story in height.

| Table 4: Building heights  |                        |         |                       |                        |
|----------------------------|------------------------|---------|-----------------------|------------------------|
| Building                   | C-1-S height (maximum) | CDP     | Approved project      | Revised project        |
| Office/R&D Bldg. 1         | 35 feet                | 95 feet | 75 feet (4 stories)   | 106.5 feet (7 stories) |
| Office/R&D Bldg. 2         | 35 feet                | 95 feet | 91 feet (5 stories)   | 150 feet (10 stories)  |
| Office/R&D Bldg. 3         | 35 feet                | 95 feet | 91 feet (5 stories)   | 106.5 feet (7 stories) |
| Office/R&D Bldg. 4         | 35 feet                | 95 feet | 91 feet (5 stories)   | 85.5 feet (5 stories)  |
| Office/R&D Bldg. 5         | 35 feet                | 55 feet | 75 feet (4 stories)   | n/a                    |
| Retail 1-9                 | 35 feet                | 95 feet | n/a                   | 40 feet (1 story)      |
| Office amenity bldg.       | 35 feet                | 55 feet | 41 feet (2 stories)   | n/a                    |
| Parking Garage 1           | 35 feet                | 70 feet | 65.5 feet (5 stories) | 64 feet                |
| Parking Garage 2           | 35 feet                | 70 feet | 65.5 feet (5 stories) | 64 feet                |
| Parking Garage 3           | 35 feet                | 70 feet | 44.5 feet (3 stories) | n/a                    |
| Residential Bldg. 1 (R1)   | 40 feet                | 75 feet | 72 feet (4-6 stories) | 75 feet (4-6 stories)  |
| Residential Bldg. 2 (R2)   | 40 feet                | 75 feet | 62 feet (3-5 stories) | 65 feet (3-5 stories)  |
| 100% affordable bldg. (R3) | 40 feet                | 75 feet | 75 feet (6 stories)   | 75 feet (6 stories)    |
| Townhomes 1                | 40 feet                | 35 feet | 35 feet (2 stories)   | n/a                    |
| Townhomes 2                | 40 feet                | 35 feet | 45 feet (3 stories)   | 40 feet (3 stories)    |
| Small lot, single-family   | 40 feet                | 35 feet | n/a                   | 40 feet (3 stories)    |
| Single-family              | 40 feet                | 35 feet | n/a                   | 35 feet (2 stories)    |

#### Vehicular access, circulation, and parking

Vehicular access to the project site would continue to be primarily from Ravenswood Avenue and Middlefield Road, with an internal loop road that would connect the residential buildings, retail village, office/R&D buildings, and parking structures. Attachment O includes the conceptual vehicular circulation

plan. Limited vehicular access from Laurel Street would be provided for 19 single-family units with no internal connection to the on-site circulation, and a small surface parking lot near the entrance to R2. Only vehicles using the surface parking lot and a few prospective tenant parking spaces would be able to exit onto Laurel Street. The primary vehicular access for R1 and R2 would be located on Ravenswood Avenue and via the internal circulation network. Because of the proposed site circulation, residential trips associated with R1 and R2 would primarily use the driveways on Ravenswood Avenue and Middlefield Road.

Primary access to the attached townhomes and small lot single-family dwellings would be from Ringwood Avenue/Middlefield Road and Seminary Drive/Middlefield Road, which connect to the internal loop road. The connection at Seminary Drive hasn't been fully designed and staff intends to coordinate with the project applicant as well as the applicant for the 345 Middlefield Rd. project to ensure a well-functioning connection. Seminary Drive is the main access point into the McCandless office park and would also provide access into the 345 Middlefield Rd. project site. Site access will need to consider the 345 Middlefield Rd. project, the existing office site at 525-545 Middlefield Rd., and the proposed revised project. The City is evaluating the Middlefield Road corridor between Ravenswood Avenue and Woodland Avenue as part of its Middlefield Road Safe Streets project. Staff will be evaluating the relationship between the revised project and other proposed development projects in the vicinity, and the Middlefield Road Safe Streets project to coordinate off-site improvements along the corridor.

Tables 5 and 6 provide a comparison of parking rates between the approved and proposed project, as well as the C-1-S zoning district. Given the project's proximity to the Caltrain station, there are no minimum parking ratios. The applicant is requesting to modify the CDP to allow an additional 0.33 guest parking spaces for all townhome and single-family dwelling units although the plans indicate the guest parking ratio would be approximately 0.2 spaces per unit. Staff and the applicant will clarify this modification as the consistency review progresses.

| Table 5: Residential parking spaces and ratios   |                         |                                                  |                                                         |                                                                            |
|--------------------------------------------------|-------------------------|--------------------------------------------------|---------------------------------------------------------|----------------------------------------------------------------------------|
|                                                  | C-1-S zoning district   | Approved CDP                                     | Approved project                                        | Revised project                                                            |
| Multifamily residential (R1 & R2)                | 1 space per unit (max)  | 1.25 per unit + .33 per unit guest parking (max) | 750 spaces (1.25 per unit + .33 per unit guest parking) | 750 spaces (1.25 per unit + 0.33 per unit guest parking)                   |
| 100% affordable building (R3)                    | 1 space per unit (max)  | 1.25 per unit + .33 per unit guest parking (max) | 77 spaces (0.5 space per unit)                          | 77 spaces (0.5 space per unit)                                             |
| Townhomes/small lot single-family/ single-family | 2 spaces per unit (max) | 2 spaces per unit (max)                          | 92 spaces (2 spaces per unit)                           | 595* spaces (approx. 1.8 spaces per unit) + 67 guest spaces (0.2 per unit) |

\*61 of these spaces are tandem spaces in the Plan 1 townhomes, meaning functionally they provide two spaces but count as one per the Zoning Ordinance since only one space would be independently accessible.

The proposed non-residential parking rates are also similar to the approved project as shown in Table 6.

**Table 6: Residential parking spaces and ratios**

|                                         | C-1-S zoning district         | Approved CDP | Approved project                    | Revised project                       |
|-----------------------------------------|-------------------------------|--------------|-------------------------------------|---------------------------------------|
| Office/R&D spaces                       | 2 spaces per 1,000 sf (max)   | Per zoning   | 2,800* (approx. 2 per 1,000 sf)     | 1,805 (approx. 2 spaces per 1,000 sf) |
| Retail/eating & drinking establishments | 2.5 spaces per 1,000 sf (max) | Per zoning   | Included with other non-residential | 100 (approx. 2.5 per 1,000 sf)        |

\* The Project plans show a total of 2,800 parking spaces for non-residential uses, including 2,330 spaces in the parking garages; however, with the reduction in non-residential square footage the parking would be reduced commensurably.

\*\* Although the approved project included an office amenity building with a café/restaurant open to the public, the parking for the use was included in the general non-residential parking as most of the office/amenity building was proposed to support office tenants.

### Pedestrian and bicycle circulation

A Class I multi-use bicycle and pedestrian path would be located on the north side of the site along Ravenswood Avenue, connecting to the Ravenswood Avenue and Middlefield Road intersection, consistent with the approved project. This pathway would be in addition to the existing Class II bike lanes along Ravenswood Avenue. On the approved plans, the Class I multi-use path along Ravenswood Avenue split before the recreation area, allowing users the option to loop southward into the project site toward the east and then cross Middlefield Road at Ringwood Avenue. The proposed revised plans still allow users the option to loop southward into the project site before the recreation area, but on a Class II bike lane along the loop road. A second Class I multi-use bicycle and pedestrian path would extend along the majority of the southern side of the project site from the end of Burgess Drive and then loop north to connect with Ringwood Avenue. Some of the small lot single family units and the attached townhomes would front onto this path, enhancing the activation of the pathway. Class IV separated bike lanes would be located along Laurel Street, consistent with the approved plans.

The Class I pathway along the south side of the project site would continue to provide an important connection through the site and replace the Burgess Drive reserved future right-of-way, which would be abandoned upon completion of the pathway pursuant to the VTM conditions of the approved project. As with the approved project, this pathway would link Burgess Drive to Ringwood Avenue and provide a connection through the project site that would link to the City's proposed Middle Avenue Caltrain undercrossing. This cross-site connection, in conjunction with the Middle Avenue undercrossing effort, would ultimately provide a direct bicycle route from the Bay Trail to Middle Avenue and the Allied Arts neighborhood and beyond.

Additionally, bicyclists and pedestrians could access the residential and non-residential buildings from Laurel Street through paseo-like pathways between the multi-family residential buildings (R1 and R2), and between R2 and the single-family homes to the north of Burgess Classics, which were also part of the approved project. The proposed revised bicycle circulation is included as Attachment P and revised pedestrian circulation is included as Attachment Q.

The internal project site circulation includes multiple pedestrian pathways through the publicly accessible

open space. However, the revised project lacks a clear pedestrian extension between the Parkline Commons open space (a T shaped park within the center of the site) and the retail village. Both on-site residents as well as pedestrians moving from Burgess Park and the Civic Center through the paseo-like pathways towards the interior of the project site and then to Parkline Commons would benefit from a direct connection into the retail village. The proposed open space is depicted in Attachment S.

The proposed site plan includes minor pathways between Office Building 2 and Office Building 3, but this path system is blocked at the back of the retail structures by service driveways and trash enclosures, resulting in a circuitous connection. Staff will work with the applicant team to clarify these connections with the goal of providing a more direct connection between the retail component and the Parkline commons open space.

Potential revisions to improve pedestrian circulation could include shifting Office Building 2 and Office Building 3 and portions of the retail village such as building 9 to create an open space with pedestrian paths and a strong visual linkage to the retail village structures and open space. It should also be noted that the pedestrian circulation shown on Sheet 4.40 (Attachment Q) indicates connections through landscaped areas, but no paths are shown. This is the case between Parking Garage 1 and Office Building 2 as well as between Office Building 3 and Parking Garage 2. For reference the proposed revised site plan with buildings labeled is included in Attachment L. Staff will work with the applicant team to address these discrepancies.

The Parkline and 345 Middlefield Rd. masterplan development projects create a unique opportunity to connect existing bike and pedestrian facilities between Ravenswood Avenue and the Linfield Oaks neighborhood and further to Palo Alto. Homewood Place is a proposed bike and pedestrian access point into the 345 Middlefield Rd. project site, so coordinated access points between the proposed projects would allow bicyclists and pedestrians to take a safe and direct route from Linfield Drive through the project sites to Ravenswood Avenue. Potential access points into the project site from 345 Middlefield Rd. would be near the four proposed single-family homes proposed just north of the 345 Middlefield Rd. project site. City staff have shared this opportunity with both development teams and intend to facilitate discussion on this possible bicycle and pedestrian connection between the two project sites. Further, cross-site access would provide the 345 Middlefield Rd. site with a more direct connection to the Menlo Park Caltrain station as well as the proposed retail village and could reduce vehicle trips associated with that project.

#### Open space, trees and landscaping

According to the project plans, the revised project includes approximately 27 acres of open space, with 13.8 acres publicly accessible, as compared to the approximately 29.9 acres of open space, with 12.6 acres publicly accessible in the approved project. For both the approved and revised project, publicly-accessible open space includes open space supporting amenities, such as bicycle and pedestrian paths and surrounding landscaping, which may not allow direct access to the open space. The revised project includes a larger public park (Parkline Recreation Area) that would be dedicated to the City. The revised park site would be 2.68 acres, including parking, and the dimensions would enable the City to explore additional programming than possible through the approved project. Per the CDP, dedicated parkland is considered in the calculation of the total publicly accessible open space. The revised project would include

a dog park between buildings R1 and R2, paseos connecting the interior of the project site to Laurel Street, a modified central open space (Parkline commons) that would include two linear parkways, the modified Ravenswood Avenue parklet, among other publicly accessible open spaces as shown in Table 7.

| Table 7: Publicly accessible open space*                  |                   |                   |
|-----------------------------------------------------------|-------------------|-------------------|
| Open space                                                | Approved project  | Revised project   |
| Parkline recreation area (City dedication)                | 115,434 sf        | 116,765 sf        |
| Ravenswood parklet                                        | 40,604 sf         | 69,908 sf         |
| Paseos and dog park                                       | 39,294 sf         | 54,983 sf         |
| Parkline commons                                          | 233,071 sf        | 144,670 sf        |
| Community bike path and southern parklets                 | 42,831 sf         | 99,219 sf         |
| Retail village                                            | n/a               | 46,173 sf         |
| Areas along McCandless and Middlefield                    | 51,992 sf         | 30,088 sf         |
| Other, including small areas along Laurel and Ravenswood) | 25,731 sf         | 38,735 sf         |
| <b>Total</b>                                              | <b>12.6 acres</b> | <b>13.8 acres</b> |

\*The CDP requires a minimum of 12 acres of publicly-accessible open space. It does not include specific sizes for the parks, aside from the Parkline recreation area, which is described as approximately 2.6 acres.

With the exception of the Parkline commons, each publicly accessible open space component from the approved project would be increased through the revised project. However, the approved project calculated publicly accessible open space more conservatively than the revised project. For example, while part of the Ravenswood parklet would be converted to retail uses, the extent of the area counted towards the parklet increased with the revised plans. Additionally, while the paseos leading into the project site from Laurel Street and the dog park south of R2 appear to be largely unchanged from the approved plans, the square footage is greater for the revised project. Part of this discrepancy results from the area calculated for the dog park extending to the walls of R2, where there likely would need to be a buffer between the building walls and the dog park. Similarly, areas along Laurel Street and Ravenswood Avenue are shown as publicly accessible where these areas were not included as publicly accessible open space on the approved plans with a very similar design for these areas. Additionally, the proposed plans count publicly accessible areas to the south of R3 and the north of Office Building 2, where it's unclear how accessible those would be to the public. Staff will work with the applicant during the consistency review to clarify the calculations and ensure compliance. Additionally, staff believe a stronger pedestrian connection from the Parkline commons into the retail village would be beneficial. This connection would also add some open space between the Parkline commons and the retail village. The approved open space plan is included as Attachment R and the revised open space is included as



## Attachment S.

In addition to the publicly accessible open space, approximately 13 acres of private open space is included in the revised project. The private open space includes common areas, both at grade and terrace levels for the multi-family buildings, as well as private open space associated with each townhome, small lot single-family dwelling, and single-family dwelling as shown on Attachment T.

### *Heritage trees and landscaping*

The project site contains 1,342 trees, of which 600 are heritage-size. As part of the 2025 approvals, the City Arborist approved 264 heritage tree removals due to development, with 202 of those for development-related reasons, 62 for nondevelopment-related reasons, and 48 of the 202 development-based removals requiring further review at the architectural control stage. (The 2025 master plan approval did not include architectural control permits.)

The revised proposal requires additional heritage tree removals, with a total of 441 heritage trees proposed for removal. The applicant is proposing 1,114 new trees. Proposed species for the replacement trees include Chinese pistache, Brisbane box, California bay laurel, California sycamore, strawberry tree, frontier elm, forest green oak, silver liden, Monterey cypress, coast live oak, live oak, tipu tree, forest green oak, netleaf oak, and olive trees. The City Arborist is currently reviewing the revised arborist report and will work with the applicant to determine if additional heritage trees can be preserved. The City Arborist will also review the proposed replacement trees and evaluate how the revisions to the site plan affect the previously approved heritage tree removal permit.

The applicant indicates the proposed project would include native, drought-tolerant plants. Aside from the proposed tree species, specific information on landscaping, including proposed landscaping for the single-family residences, has not yet been provided.

### Below market rate (BMR) housing

The City's BMR Housing Program Guidelines and BMR Housing Ordinance (Chapter 16.96) require a minimum of 15% of the proposed dwelling units for residential development projects with 20 or more units to be set aside for low-income households for rental units or moderate-income households for for-sale units, or an equivalent alternative. Since the proposed total non-residential square footage would be less than existing square footage, there is no commercial linkage BMR requirement for the project. The applicant's BMR proposal is included in Attachment U.

The applicant proposes to provide 140 BMR inclusionary units, consisting of 90 low-income rental units and 50 for-sale, moderate-income units to comply with the City's BMR Ordinance and BMR Guidelines. In addition to the inclusionary requirement, the applicant would donate an approximately 1.6-acre parcel to an affordable housing developer to build up to 154 units affordable to households with incomes up to 60% AMI, which would be in addition to the City's inclusionary requirement (i.e. the land donation to an affordable housing developer is not required to comply with the City's BMR Ordinance and BMR Guidelines, but it is a requirement of the DA). The land donation was included in the previously approved project and there would be no change to this project component.



The revised project is eligible for concessions and waivers under state density bonus law (Government Code Section 65915 et seq.), which provides development benefits for projects that include a qualifying percentage of affordable housing units. Under state law, qualifying projects are entitled to density bonuses, incentives or concessions, waivers or reductions of development standards, and reduced parking requirements, except in limited circumstances. Based on the proposed revised project's BMR affordability levels and percentage of affordable units, the project is entitled to two concessions (incentives) and unlimited waivers.

The applicant is seeking a concession related to requirements in the City's BMR Guidelines on the types and location of BMR units, as their proposal includes the 15% BMR units required for the for-sale portion of the project to be all located in the attached townhomes rather than evenly distributed throughout the townhomes, small lot single-family dwellings and single-family dwellings. The applicant is seeking a second concession related to requirements in the BMR Guidelines for concurrent development of BMR units to allow the single-family dwellings to be developed first and receive certificates of occupancy without requiring concurrent development of the for-sale BMR units.

Additionally, the applicant is proposing that all BMR units be located in the smallest townhome type (Plan 1), which includes tandem garage parking while the other two townhome unit types and the detached single-family dwellings provide side-by-side parking spaces in their garages. As noted previously, tandem spaces functionally provide two parking spaces but count as one per the Zoning Ordinance since only one space can be independently accessed. Provisions in the BMR Guidelines allow the acting body (in this case the City Council) to modify requirements in the Guidelines as part of a project approval. Accordingly, the applicant is seeking to modify requirements in the BMR Guidelines related to bedroom count proportionality, unit size, and the townhome model (allowing all BMR units to have tandem parking), through these provisions. In sum, the applicant proposes to modify the following provisions of the City's BMR Guidelines:

- 5.1.1 Bedroom count proportionality – requiring BMR units to possess a per unit bedroom count proportionate to the market rate units
- 5.1.2 Size proportionality by square footage - requiring BMR units to be comparable in size to market rate units
- 5.1.4 Parking – requiring parking spaces at the same ratio for BMR units as market rate units

| Table 8: Residential units                   |                      |                        |
|----------------------------------------------|----------------------|------------------------|
|                                              | Approved project     | Revised project        |
| R1 (rental apartments)                       | 300 (45 BMR)         | 300 (45 BMR)           |
| R2 (rental apartments)                       | 300 (45 BMR)         | 300 (45 BMR)           |
| R3 (100% affordable bldg./rental apartments) | 154 (all BMR)        | 154 (all BMR)          |
| Detached townhomes                           | 19 (3 BMR)           | n/a                    |
| Attached townhomes (for sale)                | 27 (4 BMR)           | 108 (50 BMR)           |
| Small lot, single-family (for-sale)          | n/a                  | 98 (0 BMR)             |
| Single-family (for sale)                     | n/a                  | 122 (0 BMR)            |
| <b>Total</b>                                 | <b>800 (251 BMR)</b> | <b>1,082 (294 BMR)</b> |

The City Council has the authority to modify the bedroom count, unit size, and parking ratio requirements

of the BMR units in order to carry out the purposes of the BMR Housing Program and the Housing Element, meaning the modifications to the Guidelines would allow the construction of the proposed housing units, including the BMR units, by lowering the overall cost of the project. Staff will evaluate the applicant's BMR proposal, including the requested modifications to the BMR Guidelines, to ensure compliance with the City's BMR Ordinance and BMR Guidelines, which could require revisions to the proposal or the inclusion of additional modifications to the BMR Guidelines. The applicant's BMR proposal is included as Attachment U and the applicant's summary of the requested state density bonus law incentives (concessions) and modifications to the BMR Guidelines is included as Attachment V.

### Sustainability

The approved CDP and DA require compliance with the City's former Reach Code and all new buildings would be all-electric, with a limited exception for emergency backup generators. The summary below includes the City's requirements for the proposed project and compliance would be ensured through the CDP and architectural control permits:

- Meet 100 percent of its energy demand through any combination of on-site energy generation, purchase of 100 percent renewable electricity, and/or purchase of certified renewable energy credits;
- LEED certification (Leadership in Energy and Environmental Design) Gold BD+C (Building Design + Construction) for buildings greater than 20,000 square feet and LEED Silver BD+C for buildings between 10,000 and 20,000 square feet;
- Comply with the current electric vehicle (EV) charger requirements adopted by the City Council;
- Meet water use efficiency requirements and dual plumb all new buildings for future use of recycled water;
- Provide recycled water main for West Bay Sanitary District (anticipated recycled water purveyor) through the project site (terminating at Laurel Street) to allow for future use of recycled water within the project and potential future recycled water use at Burgess Park and the Civic Center complex.
- Plan for waste management during the demolition, construction, and occupancy phases of the Project (including the preparation of the required documentation of zero waste plans); and
- Incorporate bird friendly design in the placement of the building and use bird friendly exterior glazing and lighting controls.

The applicant indicates the new office/R&D buildings are designed to promote occupant health and wellness and they are planning to pursue Fitwel certification, which is similar to LEED certification in that it provides rigorous metrics for building performance with regard to occupant health and well-being.

### Hazardous materials and biosafety levels

There are six existing generators along with a cogeneration power facility on the SRI campus. The approved project would remove three of the six existing SRI generators along with the cogeneration power facility and include 13 new generators onsite, yielding a total of 16 generators at project buildout. Because the office/R&D square footage is slightly smaller and more consolidated under the revised project, the revised project includes a total of 13 new generators and the removal of all existing generators. Like the approved project, the revised project would include removal of the cogeneration power facility. The proposed generator locations are shown on Attachment W.

Laboratories that handle biological agents are categorized as BSL-1 through BSL-4, based on the types of materials handled and the potential infectivity, severity of disease, transmissibility, and nature of the work

being conducted. The CDP prohibits new or expanded BSL-3 and 4 labs and the DA requires that the applicant cause SRI to complete the decertification process for the BSL-3 lab located in Building T no later than January 1, 2027 and the lab in Building P prior to issuance of the first certificate of occupancy for the first residential component of the proposed project. Because the revised project includes the removal of Buildings P, S and T, all BSL-3 facilities would be removed as part of the proposed project, potentially earlier than required by the DA.

#### Requested entitlements

A masterplan project provides a vision and framework for growth and development of the site. The revised project would modify the approved master plan to reduce the office/R&D square footage and consolidate the non-residential footprint into an office and retail village and increase the residential units. Amendments to the CDP are needed to increase the maximum number of residential units, increase maximum building heights, and decrease minimum setbacks, among other modifications included in the proposed revisions to the development regulations and design standards (Attachment G).

The approved project includes a DA, which provides vested rights in exchange for community benefits and allows for phased construction, as needed. City staff and the applicant team will coordinate to determine if any updates are needed to the DA as part of proposed project.

Architectural control is also required for design review of the proposed buildings and site improvements. The applicant has submitted architectural control permits for the commercial and for-sale residential portions of the project and has indicated they will also submit architectural control permits for the multi-family residential buildings.

An updated vesting tentative map (VTM) is required to subdivide the project based on the updated site plan. The applicant indicates they plan to record multiple phased final maps.

Additionally, an updated heritage tree removal permit would be needed based on the updated site plan, and a new BMR agreement would be needed to account for the additional residential units and proposed modifications to the City's BMR Guidelines. The applicant's project description letter indicates they also intend to apply for a use permit for alcohol sales and service for retail uses and restaurants, administrative permits to allow for back-up diesel generators, and master sign program to establish the maximum amount of signage for the project site and sign standards. The applicant has not indicated a timeframe for these applications.

#### Project phasing

The applicant indicates they anticipate the revised project would be constructed in several phases. The project plans outline the following general sequencing, which is very similar to the approved project but adjusted for the Phase 2 proposal and shown in Table 9.

| Table 9: Construction phasing |                                                                                                                                                                                                                                                 |
|-------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project phase                 | Construction activity                                                                                                                                                                                                                           |
| 1                             | <ul style="list-style-type: none"> <li>• Demolish all buildings</li> <li>• Rough grading, internal loop roads and utilities</li> <li>• Complete grading for R1 and R2 (must be constructed prior to office buildings 1-4 per the DA)</li> </ul> |
| 2                             | <ul style="list-style-type: none"> <li>• Construct for-sale residential building</li> <li>• Interior roads for residential units</li> <li>• Central Commons</li> </ul>                                                                          |
| 3                             | <ul style="list-style-type: none"> <li>• Construct Office Buildings 1-4 and Retail Village</li> <li>• Build out Ravenswood Ave. parklet</li> </ul>                                                                                              |
| 4                             | <ul style="list-style-type: none"> <li>• Construct R3 (100% affordable building)</li> <li>• Tenant improvements in Buildings B1 and B2</li> <li>• Begin construction of Buildings B3, C, and E</li> </ul>                                       |

The DA includes a phasing plan with sequencing (or “metering”) for the non-residential buildings via a “point system”, which would control the way in which the non-residential components of the project are phased in connection with the development of the residential components. With the proposed changes, some revisions to the DA may be needed for the phasing. The requirements in the DA are discussed in the City Council staff reports for the approved project (Attachments C and D). Staff will work with the applicant team on any required changes.

#### Next steps

The project is currently in review for completeness. Once all materials necessary to review the project for compliance with applicable City standards are submitted, the application will be deemed complete and in-depth review of the plans will commence for consistency with the MPMC, adopted policies and regulations, and governing documents from the approved project (CDP and DA). The City Council will hold a study session in the near future, which will include a summary of the Planning Commission’s September 14 review and discussion.

The following public meetings will be required or potentially required for the revised project:

- Housing Commission review and recommendation on the applicant’s below market rate housing (BMR) proposal and modifications to the BMR Housing Guidelines;
- Environmental Quality Commission, if there are appeals to future heritage tree removal permits;
- City Council potential review and readoption of the Water Supply Assessment (WSA) depending on the findings of the CEQA analysis;
- Planning Commission recommendation to City Council on the modifications to the CDP, vesting tentative map, BMR agreement and BMR Housing Guidelines modifications, and if applicable the DA, and action on the architectural control permits; and
- City Council action on the proposed modifications to the CDP, BMR agreement and BMR Housing Guidelines, vesting tentative map, and potentially the DA, as well as any appeals of the HTR permits or the Planning Commission’s action on the architectural control permits.

### **Correspondence**

The applicant conducted outreach over several years while the approved project was under review and held an open house on August 31, 2026 as public outreach for the revised project. Staff has received three items of direct correspondence on the project (Attachment X) expressing concerns about traffic and the addition of office space. Staff notes that the proposed revised project would reduce the office space by approximately 23,000 square feet below the 925,000-square-foot limit and the total non-residential square footage would be approximately 58,000 square feet below the 1 million square foot limit set by the DA.

### **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 project sponsor is also required to fully cover the cost of work by consultants performing environmental review and additional analyses to evaluate potential impacts of the project.

### **Environmental Review**

The consistency review will also include analysis of the revised project's potential impacts under the California Environmental Quality Act (CEQA). The City will evaluate the proposed revised project to determine if the changes are consistent with the findings of the certified EIR for the approved project. If there are no anticipated changes in the environmental effects of the revised project, staff will prepare an addendum to the certified EIR. On August 11 the City Council approved a scope for ICF International to prepare an addendum to the certified EIR. If the CEQA analysis determines that a subsequent or supplemental EIR is appropriate, the scope and budget would be amended accordingly. Additionally, staff anticipates preparing a fiscal impact analysis to evaluate the potential fiscal effects of the revised project alongside the preparation of the CEQA analysis.

### **Public Notice**

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a ¼ mile radius of the project site. An email notification was also emailed to everyone who signed up for project updates on the website and notification through the Weekly Digest.

### **Attachments**

- A. Existing site plan
- B. Project page – approved project – [www.menlopark.gov/parkline](http://www.menlopark.gov/parkline)
- C. City Council staff report (Sept. 30, 2025) -  
[https://docaccess.com/docviewer.html?url\\_hash=470f522932806d934ee111d32d45813a&domain=menlopark.gov](https://docaccess.com/docviewer.html?url_hash=470f522932806d934ee111d32d45813a&domain=menlopark.gov)
- D. City Council staff report (Oct. 7, 2025) -  
[https://docaccess.com/docviewer.html?url\\_hash=799645567957ec95eec5f4ba9c8697ea&domain=menlopark.gov](https://docaccess.com/docviewer.html?url_hash=799645567957ec95eec5f4ba9c8697ea&domain=menlopark.gov)

[menlopark.gov](http://menlopark.gov)

- E. Project page – 345 Middlefield Rd. (former USGS campus) -  
<https://www.menlopark.gov/Government/Departments/Community-Development/Projects/Under-review/345-Middlefield-Road-former-USGS-campus> <https://www.menlopark.gov/345middlefield>
- F. Location Map
- G. Proposed revisions to development regulations and design standards
- H. Hyperlink: Project Description Letter -  
[https://docaccess.com/docviewer.html?url=https%3A%2F%2Fwww.menlopark.gov%2Ffiles%2Fshared%2Fpublic%2Fv%2F1%2Fcommunity-development%2Fdocuments%2Fprojects%2Funder-review%2Fparkline%2Fparkline-phase-2%2Fparkline-phase2-project-description-letter.pdf&url\\_hash=1ef6344c6a6744940b137d533266b69d&domain=menlopark.gov&found\\_on=https%3A%2F%2Fwww.menlopark.gov%2FGovernment%2FDepartments%2FCommunity-Development%2FProjects%2FUnder-review%2FParkline-Phase-2](https://docaccess.com/docviewer.html?url=https%3A%2F%2Fwww.menlopark.gov%2Ffiles%2Fshared%2Fpublic%2Fv%2F1%2Fcommunity-development%2Fdocuments%2Fprojects%2Funder-review%2Fparkline%2Fparkline-phase-2%2Fparkline-phase2-project-description-letter.pdf&url_hash=1ef6344c6a6744940b137d533266b69d&domain=menlopark.gov&found_on=https%3A%2F%2Fwww.menlopark.gov%2FGovernment%2FDepartments%2FCommunity-Development%2FProjects%2FUnder-review%2FParkline-Phase-2)
- I. Hyperlink: Project plans (Phase 2 masterplan) –  
[https://docaccess.com/docviewer.html?url=https%3A%2F%2Fwww.menlopark.gov%2Ffiles%2Fshared%2Fpublic%2Fv%2F1%2Fcommunity-development%2Fdocuments%2Fprojects%2Funder-review%2Fparkline%2Fparkline-phase-2%2Fparkline2\\_masterplan-plan-set-july2026.pdf&url\\_hash=a22aa58da572cecb8db3b8f6e2f5397&domain=menlopark.gov&site=91291e4b-a87a-43ca-b8a7-b228e7d9764d&found\\_on=https%3A%2F%2Fwww.menlopark.gov%2FGovernment%2FDepartments%2FCommunity-Development%2FProjects%2FUnder-review%2FParkline-Phase-2](https://docaccess.com/docviewer.html?url=https%3A%2F%2Fwww.menlopark.gov%2Ffiles%2Fshared%2Fpublic%2Fv%2F1%2Fcommunity-development%2Fdocuments%2Fprojects%2Funder-review%2Fparkline%2Fparkline-phase-2%2Fparkline2_masterplan-plan-set-july2026.pdf&url_hash=a22aa58da572cecb8db3b8f6e2f5397&domain=menlopark.gov&site=91291e4b-a87a-43ca-b8a7-b228e7d9764d&found_on=https%3A%2F%2Fwww.menlopark.gov%2FGovernment%2FDepartments%2FCommunity-Development%2FProjects%2FUnder-review%2FParkline-Phase-2)
- J. Approved site plan
- K. Hyperlink Project plans (Architectural control – for sale) –  
[https://docaccess.com/docviewer.html?url=https%3A%2F%2Fwww.menlopark.gov%2Ffiles%2Fshared%2Fpublic%2Fv%2F1%2Fcommunity-development%2Fdocuments%2Fprojects%2Funder-review%2Fparkline%2Fparkline-phase-2%2Fparkline2\\_masterplan-plan-set-july2026.pdf&url\\_hash=a22aa58da572cecb8db3b8f6e2f5397&domain=menlopark.gov&site=91291e4b-a87a-43ca-b8a7-b228e7d9764d&found\\_on=https%3A%2F%2Fwww.menlopark.gov%2FGovernment%2FDepartments%2FCommunity-Development%2FProjects%2FUnder-review%2FParkline-Phase-2](https://docaccess.com/docviewer.html?url=https%3A%2F%2Fwww.menlopark.gov%2Ffiles%2Fshared%2Fpublic%2Fv%2F1%2Fcommunity-development%2Fdocuments%2Fprojects%2Funder-review%2Fparkline%2Fparkline-phase-2%2Fparkline2_masterplan-plan-set-july2026.pdf&url_hash=a22aa58da572cecb8db3b8f6e2f5397&domain=menlopark.gov&site=91291e4b-a87a-43ca-b8a7-b228e7d9764d&found_on=https%3A%2F%2Fwww.menlopark.gov%2FGovernment%2FDepartments%2FCommunity-Development%2FProjects%2FUnder-review%2FParkline-Phase-2)
- L. Proposed revised project site plan
- M. Hyperlink: Project plans (Architectural control - office/R&D) –  
[https://docaccess.com/docviewer.html?url=https%3A%2F%2Fwww.menlopark.gov%2Ffiles%2Fshared%2Fpublic%2Fv%2F1%2Fcommunity-development%2Fdocuments%2Fprojects%2Funder-review%2Fparkline%2Fparkline-phase-2%2Fparkline2\\_ac\\_plan-set-office-rd-and-retail-july-2026.pdf&url\\_hash=b2f62cb012fd55eb283b5fb77215cb65&domain=menlopark.gov&site=91291e4b-a87a-43ca-b8a7-b228e7d9764d&found\\_on=https%3A%2F%2Fwww.menlopark.gov%2FGovernment%2FDepartments%2FCommunity-Development%2FProjects%2FUnder-review%2FParkline-Phase-2](https://docaccess.com/docviewer.html?url=https%3A%2F%2Fwww.menlopark.gov%2Ffiles%2Fshared%2Fpublic%2Fv%2F1%2Fcommunity-development%2Fdocuments%2Fprojects%2Funder-review%2Fparkline%2Fparkline-phase-2%2Fparkline2_ac_plan-set-office-rd-and-retail-july-2026.pdf&url_hash=b2f62cb012fd55eb283b5fb77215cb65&domain=menlopark.gov&site=91291e4b-a87a-43ca-b8a7-b228e7d9764d&found_on=https%3A%2F%2Fwww.menlopark.gov%2FGovernment%2FDepartments%2FCommunity-Development%2FProjects%2FUnder-review%2FParkline-Phase-2)
- N. Proposed revised building heights
- O. Proposed revised vehicular circulation
- P. Proposed revised bicycle circulation
- Q. Proposed revised pedestrian circulation
- R. Approved open space



- S. Proposed revised open space
- T. Proposed revised open space calculations
- U. Below Market Rate (BMR) Housing proposal
- V. Summary of requested SDBL incentives and BMR Guideline modifications
- W. Proposed generator locations
- X. Correspondence

### **Disclaimer**

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

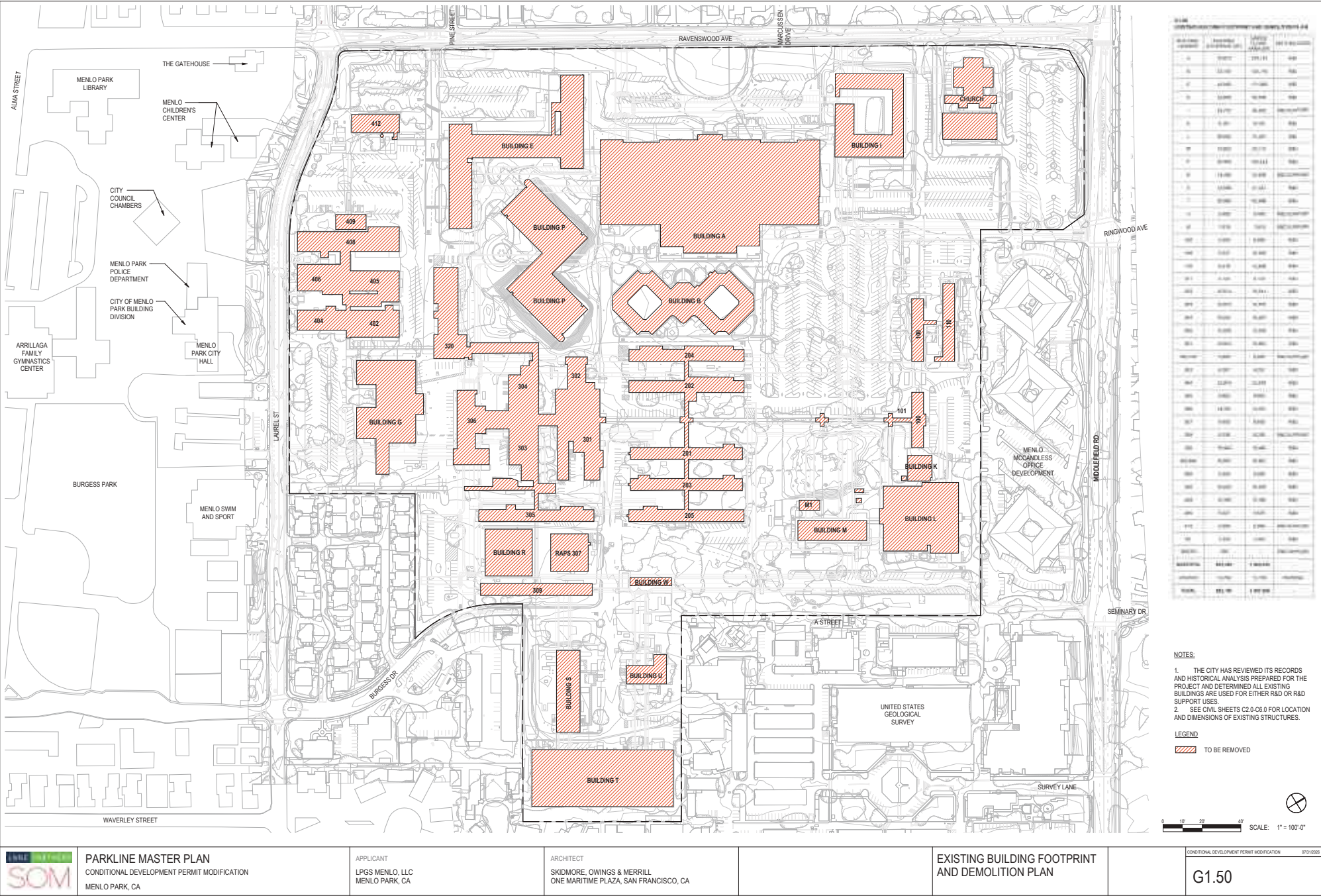
### **Exhibits to Be Provided at Meeting**

None

Report prepared by:  
Corinna Sandmeier, Principal Planner

Report reviewed by:  
Kyle Perata, Assistant Community Development Director

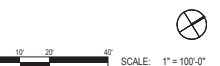




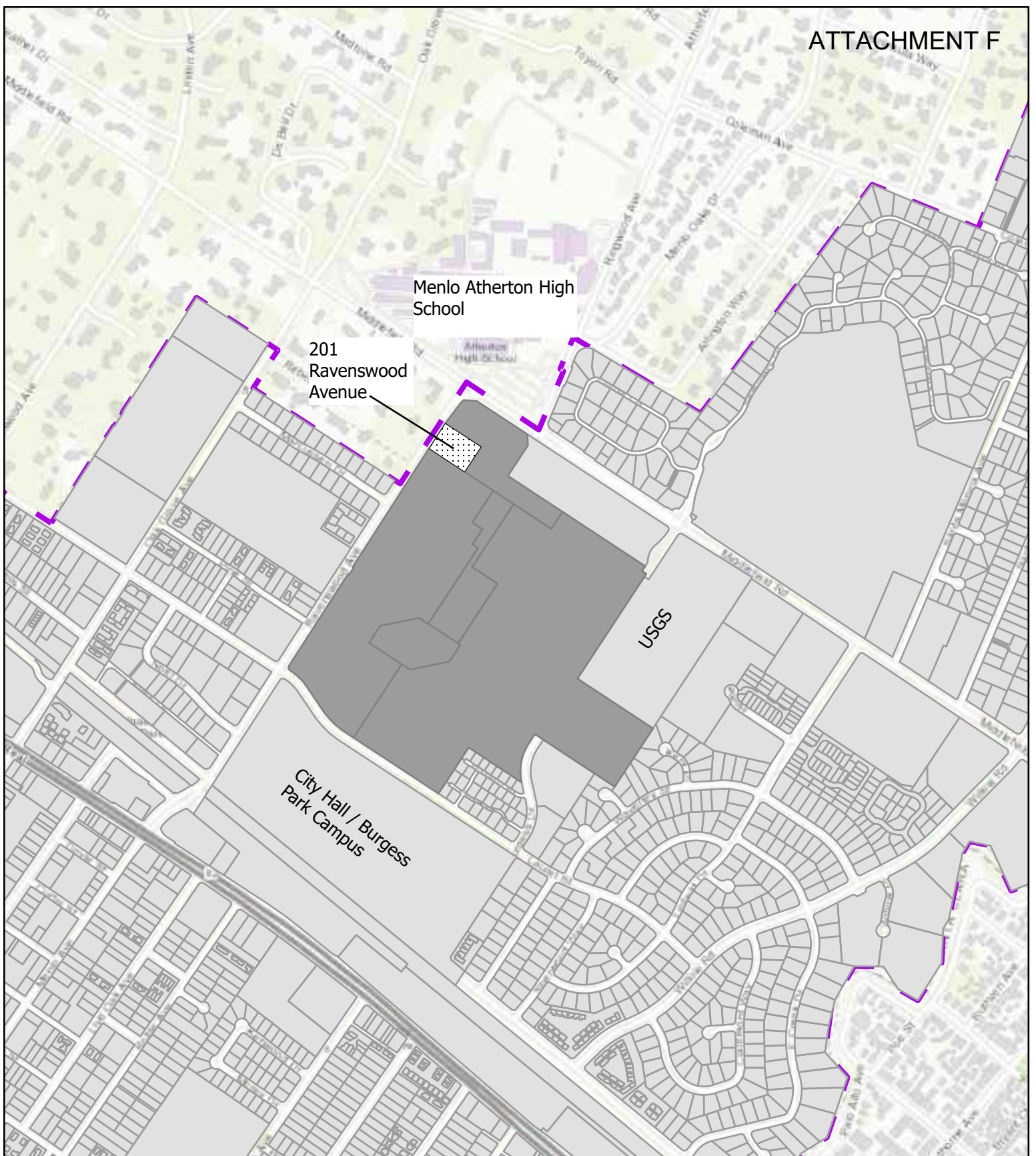
| Building Number | Building Name | Building Area (sq ft) | Building Volume (cu ft) | Building Height (ft) | Building Type | Building Status |
|-----------------|---------------|-----------------------|-------------------------|----------------------|---------------|-----------------|
| 101             | Building A    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 102             | Building B    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 103             | Building C    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 104             | Building D    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 105             | Building E    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 106             | Building F    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 107             | Building G    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 108             | Building H    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 109             | Building I    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 110             | Building J    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 111             | Building K    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 112             | Building L    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 113             | Building M    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 114             | Building N    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 115             | Building O    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 116             | Building P    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 117             | Building Q    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 118             | Building R    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 119             | Building S    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 120             | Building T    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 121             | Building U    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 122             | Building V    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 123             | Building W    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 124             | Building X    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 125             | Building Y    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 126             | Building Z    | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 127             | Building AA   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 128             | Building AB   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 129             | Building AC   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 130             | Building AD   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 131             | Building AE   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 132             | Building AF   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 133             | Building AG   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 134             | Building AH   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 135             | Building AI   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 136             | Building AJ   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 137             | Building AK   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 138             | Building AL   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 139             | Building AM   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 140             | Building AN   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 141             | Building AO   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 142             | Building AP   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 143             | Building AQ   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 144             | Building AR   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 145             | Building AS   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 146             | Building AT   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 147             | Building AU   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 148             | Building AV   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 149             | Building AW   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 150             | Building AX   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 151             | Building AY   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 152             | Building AZ   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 153             | Building BA   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 154             | Building BB   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 155             | Building BC   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 156             | Building BD   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 157             | Building BE   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 158             | Building BF   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 159             | Building BG   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 160             | Building BH   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 161             | Building BI   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 162             | Building BJ   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 163             | Building BK   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 164             | Building BL   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 165             | Building BM   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 166             | Building BN   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 167             | Building BO   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 168             | Building BP   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 169             | Building BQ   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 170             | Building BR   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 171             | Building BS   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 172             | Building BT   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 173             | Building BU   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 174             | Building BV   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 175             | Building BW   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 176             | Building BX   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 177             | Building BY   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 178             | Building BZ   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 179             | Building CA   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 180             | Building CB   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 181             | Building CC   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 182             | Building CD   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 183             | Building CE   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 184             | Building CF   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 185             | Building CG   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 186             | Building CH   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 187             | Building CI   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 188             | Building CJ   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 189             | Building CK   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 190             | Building CL   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 191             | Building CM   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 192             | Building CN   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 193             | Building CO   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 194             | Building CP   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 195             | Building CQ   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 196             | Building CR   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 197             | Building CS   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 198             | Building CT   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 199             | Building CU   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |
| 200             | Building CV   | 10,000                | 100,000                 | 10                   | Office        | To Be Removed   |

NOTES:  
1. THE CITY HAS REVIEWED ITS RECORDS AND HISTORICAL ANALYSIS PREPARED FOR THE PROJECT AND DETERMINED ALL EXISTING BUILDINGS ARE USED FOR EITHER R&D OR R&D SUPPORT USES.  
2. SEE CIVIL SHEETS C2.0-C6.0 FOR LOCATION AND DIMENSIONS OF EXISTING STRUCTURES.

LEGEND  
TO BE REMOVED



|  |                                                                                              |                                                |                                                                                  |                                                        |                                                             |
|--|----------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------|
|  | <b>PARKLINE MASTER PLAN</b><br>CONDITIONAL DEVELOPMENT PERMIT MODIFICATION<br>MENLO PARK, CA | APPLICANT<br>LPGS MENLO, LLC<br>MENLO PARK, CA | ARCHITECT<br>SKIDMORE, OWINGS & MERRILL<br>ONE MARITIME PLAZA, SAN FRANCISCO, CA | <b>EXISTING BUILDING FOOTPRINT AND DEMOLITION PLAN</b> | CONDITIONAL DEVELOPMENT PERMIT MODIFICATION<br><b>G1.50</b> |
|--|----------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------------------------------|--------------------------------------------------------|-------------------------------------------------------------|



# CITY OF MENLO PARK

## LOCATION MAP

333 RAVENSWOOD AVENUE - PARKLINE

Scale: 1:9,000

Drawn By: CDS

Checked By: KTP

Date: 5/7/2024



**DRAFT: Parkline Development Regulations and Design Standards (July 2025)<sup>12</sup>****Residential**

| <b>Regulation/<br/>Design<br/>Standard</b> | <b>Definition</b>                                                                | <b>Multifamily<br/>Residential</b>                                                                                                                                                                                  | <b>Attached<br/>Townhomes</b>  | <b><u>Detached<br/>Townhomes<br/>Single Family<br/>and Small Lot<br/>Single Family</u></b> | <b>Notes/Additional<br/>Requirements</b>                                                                                                                                                                                              |
|--------------------------------------------|----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum lot dimensions                     | Minimum size of a lot calculated using lot lines.                                | 100 feet width<br>100 feet depth                                                                                                                                                                                    | 20 feet width<br>45 feet depth | 30 feet width<br><del>60</del> 50 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<br><br><u>(Does not apply to R3.)</u> | 20 feet                        | 10 feet                                                                                    | Setbacks taken from property line or edge of access easements inclusive of typical frontage improvements.<br><br>The detached multi-use pathways along Laurel Street and Ravenswood Avenue may be located within the minimum setback. |

<sup>1</sup> 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.

<sup>2</sup>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.



**May 2026 – Applicant Edits Shown in Tracked Changes**

| <b>Regulation/<br/>Design<br/>Standard</b> | <b>Definition</b>                                                                         | <b>Multifamily<br/>Residential</b> | <b>Attached<br/>Townhomes</b> | <b><u>Detached<br/>Townhomes<br/>Single Family<br/>and Small Lot<br/>Single Family</u></b> | <b>Notes/Additional<br/>Requirements</b>                                                                              |
|--------------------------------------------|-------------------------------------------------------------------------------------------|------------------------------------|-------------------------------|--------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Maximum<br>setback at<br>Public streets    | Maximum linear feet<br>building can be sited<br>from property line<br>adjacent to street. | Does not apply                     | Does not apply                | 30 feet                                                                                    | Setbacks taken from<br>property line or edge of<br>access easements<br>inclusive of typical<br>frontage improvements. |

| Regulation/<br>Design<br>Standard                                                                            | Definition                                                                                | Multifamily<br>Residential | Attached<br>Townhomes | <del>Detached<br/>Townhomes</del><br><u>Single Family<br/>and Small Lot<br/>Single Family</u> | Notes/Additional<br>Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|----------------------------|-----------------------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum<br>setback at<br>Private streets<br>and publicly<br>accessible<br>bicycle/<br>pedestrian<br>pathways | Minimum linear feet<br>building can be sited<br>from property line<br>adjacent to street. | 10 feet                    | <del>10-0</del> feet  | <del>10-4</del> feet                                                                          | <p>Setback from edge of<br/>public access easement.</p> <p>Private streets internal to<br/>the project site are<br/>subject to this<br/>requirement<sup>3</sup>.</p> <p>Private streets that<br/>function as shared<br/>driveways for parking<br/>access or parking courts<br/>shall not be subject to a<br/>setback to the building<br/>line for <del>attached or<br/>detached townhome</del><br/><u>Attached Townhomes or<br/>Single-Family or Small-<br/>Lot Single Family</u><br/>units; except when a<br/>unit's main entry door<br/>faces the Private street,<br/>a 10 foot setback is<br/>required.</p> |

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

May 2026 – Applicant Edits Shown in Tracked Changes

| Regulation/<br>Design<br>Standard                                          | Definition                                                                       | Multifamily<br>Residential | Attached<br>Townhomes        | <del>Detached<br/>Townhomes</del><br><u>Single Family<br/>and Small Lot<br/>Single Family</u> | Notes/Additional<br>Requirements                                                                                                                                              |
|----------------------------------------------------------------------------|----------------------------------------------------------------------------------|----------------------------|------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum<br>interior side<br>setbacks                                       | Minimum linear feet<br>building can be sited<br>from interior<br>property lines. | 10 feet                    | 0 feet                       | <del>4</del> <u>3.5</u> feet                                                                  | Standard is for setbacks<br>from parcels within the<br>Parkline project site.<br><br>Adjoining podium decks<br>are permitted with no<br>interior side setback<br>requirement. |
| Minimum<br>interior rear<br>setbacks                                       | Minimum linear feet<br>building can be sited<br>from interior<br>property lines. | 10 feet                    | 0 feet                       | <del>10</del> <u>6</u> feet                                                                   | Standard is for setbacks<br>from parcels within the<br>Parkline project site.                                                                                                 |
| Minimum side<br>and rear<br>setbacks from<br>adjacent off-<br>site parcels | Minimum setback<br>from parcels<br>adjacent to the<br>Parkline project site      | 20 feet                    | <del>20</del> <u>19</u> feet | <del>20</del> <u>9</u> feet                                                                   | Minimum 10-foot deep<br>landscape planting zone<br>required along property<br>lines adjacent to off-site<br>parcels.                                                          |

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



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

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

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

| Regulation/<br>Design<br>Standard | Definition                                                                                                                                            | Multifamily<br>Residential | Attached<br>Townhomes | <del>Detached<br/>Townhomes</del><br><u>Single Family<br/>and Small Lot<br/>Single Family</u> | Notes/Additional<br>Requirements                                                                                                                                                                                                                                                                                                                       |
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|                                   | <p>windows, into the required setback for portions of the building at or above the second floor.</p> <p>(Note: Building projections not required)</p> |                            |                       |                                                                                               | <p>or covered porches shall not exceed 35% of each primary façade upon which the projections extend from. The wall area of projections enclosing interior space must be at least 50% glazed. Building projections may not extend into the minimum side and rear setback from adjacent parcels (i.e. parcels not included in the Parkline project).</p> |

May 2026 – Applicant Edits Shown in Tracked Changes

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



| Regulation/<br>Design<br>Standard                             | Definition                                                                                                                                                                                                                                                                                                                                | Multifamily<br>Residential | Attached<br>Townhomes         | <del>Detached<br/>Townhomes</del><br><u>Single Family</u><br><u>and Small Lot</u><br><u>Single Family</u> | Notes/Additional<br>Requirements                                                                                                                                                                                                                                                                                               |
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| Ground Floor<br>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.<br><br>Opaque or mirrored glass shall not count as transparent glazing.<br><br>Screens or grates (e.g., at parking garage entries or into courtyards) more than 50% solid shall not count as transparent). |
| Minimum<br>Ground Floor<br>Height Along<br>Street<br>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                    | <del>10</del> <u>9.5</u> feet | <del>10</del> <u>9.5</u> 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/<br>Design<br>Standard                            | Definition                                                                                                 | Multifamily<br>Residential                                                                                                                                                                                                                    | Attached<br>Townhomes                                                                                         | <del>Detached<br/>Townhomes</del><br><u>Single Family<br/>and Small Lot<br/>Single Family</u>             | Notes/Additional<br>Requirements                                                                                                                                                                                                                                                                                                                                                |
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| Garage<br>Entrances                                          | Width of garage<br>entry/door along<br>Public and Private<br>street frontage.                              | Maximum 12-foot<br>opening for one-<br>way entrance;<br>maximum 24-foot<br>opening for two-<br>way entrance                                                                                                                                   | Maximum 8-<br>foot opening for<br>single-car<br>garage;<br>maximum 16-<br>foot opening for<br>two-car garage  | Maximum 8-<br>foot opening for<br>one-car<br>garage;<br>maximum 16-<br>foot opening for<br>two-car garage | Garage entrances must<br>be separated by a<br>minimum of 100 feet to<br>ensure all<br>entrances/exits are not<br>grouped together or<br>resulting in an entire<br>stretch of sidewalk<br>unsafe and undesirable<br>for pedestrians. Dwelling<br>units/buildings with<br>garages attached to<br>units are excepted from<br>this requirement.                                     |
| Garage/<br>Parking<br>Structure<br>Location and<br>Screening | Location of above<br>grade<br>garages/structured<br>parking relative to<br>Public streets and<br>screening | Other than<br>garage<br>entrances, above<br>grade garages/<br>parking structures<br>shall not face a<br>Public street and<br>shall be shielded<br>from public view<br>by the primary<br>building, portion<br>thereof, or similar<br>condition | Collective<br>garage<br>structures or<br>individual unit<br>garage doors<br>shall not face a<br>Public street | Individual unit<br>garage doors<br>shall not face a<br>Public street                                      | Exterior lighting fixtures<br>shall use fixtures with<br>low cut-off angles,<br>appropriately positioned,<br>to minimize glare into<br>dwelling units and light<br>pollution into the night<br>sky<br><br>Lighting in parking<br>garages shall be<br>screened and controlled<br>so as not to disturb<br>surrounding properties,<br>but shall ensure<br>adequate public security |

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

| Regulation/<br>Design<br>Standard  | Definition                                                                                                 | Multifamily<br>Residential                                                                                                                                                                                                | Attached<br>Townhomes | <del>Detached<br/>Townhomes</del><br><u>Single Family<br/>and Small Lot<br/>Single Family</u> | Notes/Additional<br>Requirements                                                                                                                                                                                                                |
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| Surface<br>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.<br><br>Required plantings may be grouped where carports with solar panels are provided. |
| Awnings,<br>Signs, and<br>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/<br>Design<br>Standard                         | Definition                                                 | Multifamily<br>Residential                                                                                                                                                                                                                                                                                                                                      | Attached<br>Townhomes                                                                                                                                                                                                                                                                                                                                                   | <del>Detached<br/>Townhomes</del><br><u>Single Family<br/>and Small Lot<br/>Single Family</u>                                                                                                                                                                                                                                                                           | Notes/Additional<br>Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| Trash,<br>Storage, Utility<br>Equipment and<br>Enclosures | Regulations for<br>location, screening,<br>and appearance. | <p>Trash and<br/>storage shall be<br/>enclosed and<br/>attractively<br/>screened from<br/>public view.</p> <p>Utilities, including<br/>meters, backflow<br/>prevention<br/>devices, etc.,<br/>shall be<br/>concealed or<br/>integrated into the<br/>building design to<br/>the extent<br/>feasible, as<br/>determined by the<br/>public works<br/>director.</p> | <p>Trash and<br/>storage shall<br/>be enclosed<br/>and attractively<br/>screened from<br/>public view.</p> <p>Utilities,<br/>including<br/>meters,<br/>backflow<br/>prevention<br/>devices, etc.,<br/>shall be<br/>concealed or<br/>integrated into<br/>the building<br/>design to the<br/>extent feasible,<br/>as determined<br/>by the public<br/>works director.</p> | <p>Trash and<br/>storage shall<br/>be enclosed<br/>and attractively<br/>screened from<br/>public view.</p> <p>Utilities,<br/>including<br/>meters,<br/>backflow<br/>prevention<br/>devices, etc.,<br/>shall be<br/>concealed or<br/>integrated into<br/>the building<br/>design to the<br/>extent feasible,<br/>as determined<br/>by the public<br/>works director.</p> | <p>For the Attached <del>and</del><br/><del>Detached</del> Townhomes<br/><u>and Single Family and</u><br/><u>Small-Lot Single Family</u><br/><u>units</u>, if common trash<br/>enclosures are not used,<br/>sufficient space shall be<br/>provided in the unit's<br/>garage to accommodate<br/>three stream trash bins<br/>(trash, recycling, and<br/>compost). <u>This, or within</u><br/><u>a concealed private open</u><br/><u>space. If provided in the</u><br/><u>unit's garage, this</u> space<br/>shall be located outside<br/>the required minimum<br/>dimensions for a covered<br/>parking space.</p> |

| Regulation/<br>Design<br>Standard                          | Definition                                                               | Multifamily<br>Residential                                                                                                                                                                                                                                                                                                                                                                                    | Attached<br>Townhomes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <del>Detached<br/>Townhomes</del><br><u>Single Family<br/>and Small Lot<br/>Single Family</u> | Notes/Additional<br>Requirements                                                                                                                                                                                  |
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| Building<br>Design —<br>Massing and<br>Height<br>Variation | Building façade<br>height variation<br>(offsets) at<br>eaves/roof edges. | Each building<br>side facing a<br>Public street,<br>Private street, or<br>publicly<br>accessible open<br>space shall have<br>a façade height<br>variation at the<br>upper eave or<br>parapet of at least<br>four (4) feet; or<br>alternatively,<br>stepped massing<br>of one level or<br>more across the<br>façade. Facades<br>wider than 200<br>feet shall<br>incorporate at<br>least two height<br>offsets. | Each building<br>side more than<br>50 feet in<br>length facing a<br>pedestrian<br>pathway or<br>Public or<br>Private Street,<br>shall provide<br>variation of<br>height at the<br>eave or roofline<br>of at least (4)<br>feet. This can<br>be achieved by<br>alternating<br>height between<br>units, by<br>providing<br>staggered units<br>in plan,<br>providing roof<br>type variation,<br>or by creating<br>massing step<br>backs. The<br>intent of the<br>standard is to<br>provide a<br>varied and<br>dynamic<br>skyline. | <del>NA</del> <u>Does not<br/>apply</u>                                                       | Stepped massing at the<br>façade shall mean an<br>offset of at least one<br>floor level at a primary<br>façade/building form<br>(e.g., a 4-story wall plane<br>with roof abuts a 5-story<br>wall plane with roof) |

| Regulation/<br>Design<br>Standard           | Definition                                                               | Multifamily<br>Residential                                                                                                                              | Attached<br>Townhomes           | <del>Detached<br/>Townhomes</del><br><u>Single Family<br/>and Small Lot<br/>Single Family</u> | Notes/Additional<br>Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| Building<br>Design —<br>Primary<br>Entrance | A primary entrance<br>is the main public<br>entrance to the<br>building. | The primary entry<br>shall be into a<br>prominent entry<br>lobby or central<br>courtyard and<br>shall have a<br>glazed multi-<br>door/window<br>opening | <del>NADoes not<br/>apply</del> | <del>NADoes not<br/>apply</del>                                                               | At least one Primary<br>Entrance is required and<br>shall be accessed from<br>the Public street façade.<br><br>The Primary Entrance to<br>the building shall provide<br>entries, access points or<br>features oriented to the<br>street that are visible<br>from areas accessible by<br>the public and provide<br>visual cues to denote<br>access into the building.<br>For larger residential<br>buildings with shared<br>entries, the main entry<br>shall be through<br>prominent entry lobbies<br>or central courtyards<br>facing the street. |



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

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| <b>Regulation/<br/>Design<br/>Standard</b> | <b>Definition</b>                                                                                                                                                                                                                                                                                                | <b>Multifamily<br/>Residential</b> | <b>Attached<br/>Townhomes</b> | <b><u>Detached<br/>Townhomes<br/>Single Family<br/>and Small Lot<br/>Single Family</u></b> | <b>Notes/Additional<br/>Requirements</b>                                     |
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| Building<br>Design —<br>Accent<br>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/<br>Design<br>Standard | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Multifamily<br>Residential | Attached<br>Townhomes | <del>Detached<br/>Townhomes</del><br><u>Single Family<br/>and Small Lot<br/>Single Family</u> | Notes/Additional<br>Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| Building<br>Design —<br>Windows   | <p>Residential unit windows/glazed doors shall be recessed at least 2 inches from the wall face to the nearest portion of the window frame.</p> <p>Common area windows/glazed doors shall be recessed at least 4 inches from the wall face to the nearest portion of the window frame.</p> <p>Does not apply to windows facing private or enclosed courtyards that are not visible to Public streets, Private streets, or publicly accessible open spaces.</p> | Applies                    | Applies               | Applies                                                                                       | <p>Where simulated divided light windows are used, windows shall include mullions on the exterior and interior of the glazing and contain internal dividers (spacer bars) between the window panes.</p> <p>In lieu of recessed windows, windows may be flush with the exterior wall if a 2-inch projected exterior window frame is provided for windows at residential units and a 4-inch projected exterior window frame is provided for windows at common areas.</p> |

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| <b>Regulation/<br/>Design<br/>Standard</b> | <b>Definition</b>                                                                                                                                        | <b>Multifamily<br/>Residential</b>                                                      | <b>Attached<br/>Townhomes</b>                                                              | <b><del>Detached<br/>Townhomes</del><br/><u>Single Family<br/>and Small Lot<br/>Single Family</u></b> | <b>Notes/Additional<br/>Requirements</b> |
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| Building<br>Design —<br>Detailing          | Detailing at eaves,<br>rakes, parapets,<br>entry and garage<br>doors, porches, wall<br>articulation, railings,<br>building mounted<br>lighting fixtures. | Detailing shall be<br>consistent with<br>the architectural<br>style of the<br>building. | Detailing shall<br>be consistent<br>with the<br>architectural<br>style of the<br>building. | Detailing shall<br>be consistent<br>with the<br>architectural<br>style of the<br>building.            |                                          |
| Building<br>Design —<br>Downspouts         | On any façade<br>visible from publicly<br>accessible areas, all<br>downspouts shall be<br>concealed within a<br>wall except at/above<br>a leader head.   | Applies                                                                                 | Does not apply                                                                             | Does not apply.                                                                                       |                                          |

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

<sup>4</sup> Photovoltaic equipment is not considered mechanical equipment.

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

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



**Nonresidential**

| Regulation/<br>Design<br>Standard                        | Definition                                                                             | Office/ R&D                          | Parking<br>Structures                | <del>Amenity<br/>Building</del> <u>Retail</u>                                         | Notes/Additional Requirements                                                                                                                                                                                                          |
|----------------------------------------------------------|----------------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|---------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum lot<br>dimensions                                | Minimum size of a lot<br>calculated using lot lines.                                   | 150 feet width<br><br>300 feet depth | 100 feet width<br><br>300 feet depth | <del>100</del> <u>75</u> feet<br>width<br><br><del>200</del> <u>150</u> feet<br>depth | There are no minimum lot sizes if<br>minimum dimensions are met.                                                                                                                                                                       |
| Minimum<br>setback from<br>property at<br>Public streets | Minimum linear feet building<br>can be sited from property<br>line adjacent to street. | <del>200-180</del> feet              | <del>200-180</del><br>feet           | <del>200</del> <u>60</u> feet                                                         | Setback from Property Line adjacent<br>to Public street.                                                                                                                                                                               |
| Minimum<br>setback at<br>Private streets                 | Minimum linear feet building<br>can be sited from edge of<br>adjacent Private street.  | <del>30-0</del> feet                 | <del>10-0</del> feet                 | <del>100</del> feet                                                                   | Setback from edge of public access<br>easement (inclusive of typical<br>pedestrian infrastructure e.g.,<br>standard sidewalk)<br><br><del>Does not apply to existing Buildings<br/>P, S, and T but applies to any<br/>additions.</del> |

| Regulation/<br>Design<br>Standard                    | Definition                                                              | Office/ R&D                                                    | Parking<br>Structures                                          | <del>Amenity<br/>Building</del> <u>Retail</u>                                                   | Notes/Additional Requirements                                                                                                                                                                                                                                                                                                                                                                                          |
|------------------------------------------------------|-------------------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Maximum setback at Private streets                   | Maximum linear feet building can be sited from adjacent street curb.    | 120 feet                                                       | Does not apply                                                 | Does not apply                                                                                  | Setback from edge of public access easement (inclusive of typical pedestrian infrastructure e.g., standard sidewalk)<br><br>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. |
| 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) | <del>20 feet (30 feet for structures that exceed 40 feet in height)</del> <u>Does not apply</u> | Utility/trash enclosure/pad and one-story structures may extend ten (10) feet into a side or rear setback adjacent to other parcels.<br><br>Other parcels refers to non-Parkline project site parcels.<br><br>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.<br><br>Exclude Utility/ trash enclosure/ pad                                                                                                                                                                                                                                                                                                   |

**May 2026 – Applicant Edits Shown in Tracked Changes**

| Regulation/<br>Design<br>Standard  | Definition                                                                                          | Office/ R&D                                                                       | Parking<br>Structures                                                                                   | <del>Amenity<br/>Building</del> <u>Retail</u>                                                        | Notes/Additional Requirements          |
|------------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|----------------------------------------|
| Minimum setbacks between buildings | Minimum linear feet building can be sited from adjacent buildings within the Parkline project site. | <del>50</del> <u>40</u> feet<br><br>(Does not apply to Office Building <u>4</u> ) | <del>50 feet (Does not apply to amenity building adjacent to parking structure.)</del> <u>40 feet</u> ) | <del>50 feet (Does not apply to parking structure adjacent to amenity building.)</del> <u>0 feet</u> | Exclude utility/ trash enclosure/ pads |

|        |                                                                                                                                                                                                                        |                                                     |                                |                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| Height | <p>Height is defined in MPMC Section 16.04.330.</p> <p>Height is regulated by the C-1-S zoning district, unless otherwise regulated by these standards, and does not include roof-mounted equipment and utilities.</p> | <p>Maximum Height: <del>95</del><u>155</u> feet</p> | <p>Maximum Height: 70 feet</p> | <p>Maximum Height: <del>55</del><u>40</u> feet</p> | <p>A parapet used to screen mechanical equipment may exceed the maximum height but not beyond the maximum height permitted for mechanical equipment as described below.</p> <p>Rooftop structures at office/R&amp;D buildings may exceed the designed roof height of the building by the amounts specified below:</p> <ol style="list-style-type: none"> <li>1) rooftop stair<del>and</del>, elevator towers/overruns <del>14</del><u>and architectural elements, such as parapets, railings and canopies, 15</u> feet if within 30 feet of façade, otherwise 20 feet (may exceed the maximum height limit); and</li> <li>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).</li> <li><u>3)</u></li> </ol> <p>Rooftop structures at parking garages may exceed the designed</p> |
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| Regulation/<br>Design<br>Standard | Definition                                                                                                                                                                                                                                                                                                                         | Office/ R&D                                                                                | Parking<br>Structures                                                                      | Amenity<br>BuildingRetail                                                                  | Notes/Additional Requirements                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
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|                                   |                                                                                                                                                                                                                                                                                                                                    |                                                                                            |                                                                                            |                                                                                            | <p>roof level of the structure by the amounts specified below:</p> <ol style="list-style-type: none"> <li>1) stair and elevator towers 14 feet (may exceed the maximum height); and</li> <li>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).</li> </ol>                                                                                                                                                                                                   |
| Frontage<br>Landscaping           | The percentage of the setback area devoted to landscaping, ground cover and vegetation. Trees may or may not be within the landscaped area. For this requirement, the setback area is the area between the property line at the Public street or edge of public access easement for a Private street and the face of the building. | Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage. | Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage. | Minimum of 30% for a Public street frontage; minimum of 25% for a Private street frontage. | <p>Setback areas adjacent to active ground floor uses, including lobbies, retail, and eating and drinking establishments with decorative hardscape paving for plazas, entry walkways, are considered frontage landscaping for purposes of this standard.</p> <p>Where enhanced bicycle and pedestrian facilities beyond standard frontage improvements occur (e.g., multiuse pathways), the facility is considered frontage landscaping for purposes of this standard.</p> <p>(Note: For Parkline, the Loop Road would be considered a Private street for this regulation)</p> |

| Regulation/<br>Design<br>Standard           | Definition                                                                                                                                                                                                                                                                    | Office/ R&D                                                                  | Parking<br>Structures                                               | <del>Amenity</del><br><del>Building</del> <u>Retail</u>                       | Notes/Additional Requirements                                                                                                                                                                                                                                                                                                                                                                             |
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| Surface Parking<br>Along Street<br>Frontage | Surface parking may be located along a Public or Private street if setback appropriately.                                                                                                                                                                                     | 20 feet for Public streets; <del>5-0</del> feet for Private streets          | 20 feet for Public streets; <del>5-0</del> feet for Private streets | 20 feet for Public streets; <del>50</del> 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.                                                                                                                                                                                                                 |
| Building<br>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 <del>-</del> | Building projections shall not be required.<br><br>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. |

|                      |                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                              |                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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| Building Modulations | <p>A building modulation is a <del>break in the building plane from the ground level to the top of the building that</del><u>change or difference in form, proportion, position, condition, quantity, level or other compositional characteristic, which</u> provides visual variety, reduces large building volumes and provides spaces for entryways and publicly accessible spaces.</p> | <p><u>For facades exceeding 200' in length, a minimum of 10% of the Predominant Surface Area will be recessed a minimum of 10' in depth, 15' wide and 1 story high.</u></p> <p><u>The Predominant Surface Area is calculated as the full length of the corresponding facade at the setback line multiplied by the maximum allowable building height.</u></p> <p><del>One recess or extension of 15 feet wide by 10 feet deep for every 200 feet with a minimum</del></p> | See Articulation Requirement | <p><del>One recess of 15 feet wide by 10 feet deep for every 200 feet with a minimum of one per facade.</del> <u>Buildings shall modulate ground floor facades with vertical articulation at intervals no greater than 60'-0" on-center.</u></p> <p><u>Intervals need not be equal, but shall not exceed the 60'-0" on-center maximum distance.</u></p> | <p>Modulation is required on the building facade(s) facing publicly accessible spaces (streets, open space, and Paseos). Parking is not allowed in the modulation recess. When more than 50% of an existing building facade that faces a publicly accessible space is altered, it must comply with these modulation requirements.</p> <p>Building modulations shall be accompanied by a change in building material, glazing patterns, and color <del>as well as a 4-foot minimum height offset at the facade edge from the adjacent portion of the structure.</del> Horizontal canopies or sunshades may be placed within a recessed modulation with entry canopies extending up to 7 feet from the face of the building adjacent the modulation.</p> |
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May 2026 – Applicant Edits Shown in Tracked Changes

| Regulation/<br>Design<br>Standard | Definition | Office/ R&D                       | Parking<br>Structures | <del>Amenity<br/>Building</del> <u>Retail</u> | Notes/Additional Requirements |
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|                                   |            | <del>of one per<br/>façade.</del> |                       |                                               |                               |



|                                   |                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                             |
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| Building Form/Façade Articulation | Articulation(s) to the building form vary the treatment of the façade by altering the plane of the façade, its shape material, color, or fenestration to reduce monotony and add visual interest, scale, or character. | Each building façade exceeding 100 feet or greater in width shall have one or more form articulations at least <del>5</del> <u>2</u> feet in depth <u>or width</u> (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. | <del>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. Façades shall incorporate at least two architectural detail or material finishes across each facade which create visible shadows and texture across</del> | Building Form/Façade Articulation shall be a separate requirement from the building modulation requirement. <u>Articulation can be vertically or horizontally oriented.</u> |
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| Regulation/<br>Design<br>Standard | Definition                                                                                                                                                    | Office/ R&D                                                                                                                                | Parking<br>Structures                 | <del>Amenity<br/>Building</del> <u>Retail</u>                                                                                                                             | Notes/Additional Requirements                                                                                                                                                                                                                                                                                                                                                         |
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|                                   |                                                                                                                                                               |                                                                                                                                            |                                       | <u>the building<br/>façade.</u>                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                       |
| Building<br>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 <u>Public or Private street frontage or one entrance facing publicly accessible open space</u><br><del>frontage along the greatest building length</del> | Entrances at a building corner may be used to satisfy this requirement for both frontages.<br><br>Entrances to ground level amenities within the footprint of the building may be counted as an entry to one side.<br><br>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<br>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% <u>,applies to facades facing publicly accessible spaces.</u>                                                                                                         | Windows shall not be opaque or mirrored.                                                                                                                                                                                                                                                                                                                                              |
| Minimum<br>Ground Floor<br>Height | The minimum height between the ground-level finished floor to the second-level finished floor.                                                                | 15 feet                                                                                                                                    | 10 feet                               | 15 feet                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                       |

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

| Regulation/<br>Design<br>Standard | Definition                                                                                                 | Office/ R&D                                 | Parking<br>Structures                                                                                                                                                                                                | <del>Amenity</del><br><del>Building</del> <u>Retail</u> | Notes/Additional Requirements                                                                                                                                                                                                                                |
|-----------------------------------|------------------------------------------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Garage Façade Treatment           | Design and material treatment of garage facades                                                            | Does not apply                              | Above-ground 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).<br><br>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. | <del>Does not</del><br><u>apply 10 feet</u> | 10 feet                                                                                                                                                                                                              | <del>Does not</del><br><u>apply 10 feet</u>             | Horizontal projections shall not extend into Public and Private streets, and publicly accessible open space.<br><br>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.<br><br>Sand (rubber float applied) or similar textures or rough textures not permitted.                                                                                                                     |

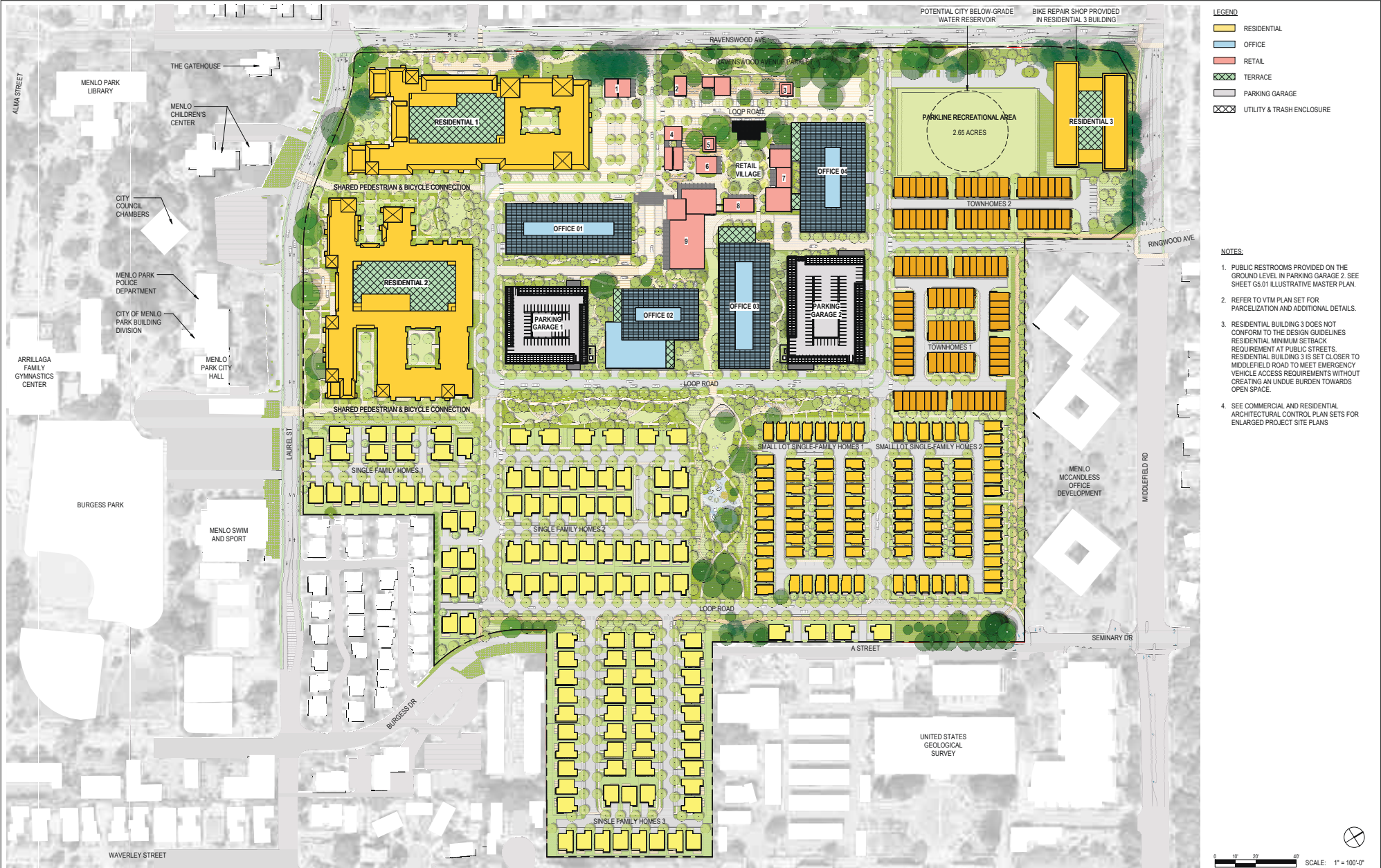
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| <p>Trash, Storage and Utility Enclosures</p> | <p>Restrictions on location and materials</p> <p>A primary building entrance is the main public entrance to the building on any building side where a building entrance is required.</p> | <p>Trash enclosures shall be located at least 60 feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p> | <p>Trash enclosures shall be located at least 60 feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p> | <p>Trash enclosures shall be located at least <del>60</del><ins>30</ins> feet from a primary building entrance and shall be screened from public view with materials compatible with the primary building materials and landscape.</p> <p>Utilities, including meters, backflow prevention devices, etc., shall be concealed or integrated into the building design to the extent feasible, as determined by the public works director.</p> | <p>Exception to standard: Trash enclosures may be located closer than 60 feet of a primary building entrance provided the enclosure is integrated into the building design with materials and finishes similar to the primary building materials and landscape (i.e., finishes that are near or identical to the finishes of the building such that the enclosures appear as if they part of the building); exposed CMU will not be allowed for purposes of this exception.</p> |
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| Regulation/<br>Design<br>Standard | Definition                                                                                                                                                                                                                                                                                                                                                                                                  | Office/ R&D | Parking<br>Structures | <del>Amenity<br/>Building</del> <u>Retail</u> | Notes/Additional Requirements                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Lighting: “Dark Skies” Guidelines | <p>All exterior lighting (including pathway lighting) shall adhere to the following guidelines:</p> <ul style="list-style-type: none"> <li>• Only on when needed</li> <li>• Only lighting the area that needs it</li> <li>• No brighter than necessary</li> <li>• Minimize blue light emissions (correlated color temperature of 2700 Kelvin or less)</li> <li>• Eliminate upward-directed light</li> </ul> | Applies     | Applies               | Applies                                       | <p>Lighting shall be reviewed for adherence to “Dark Skies” guidelines published by DarkSky International and public/life safety guidelines/standards during architectural control permit review.</p> <p>Exceptions to Dark Sky Guidelines may be considered by the Planning Commission through a use permit. Exceptions should be limited to standards that are infeasible due to public/life safety standards and should incorporate alternatives.</p> |









|                                                                                                       |                                                         |                                                                                               |                                                    |                                                                     |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------|
| <p><b>PARKLINE MASTER PLAN</b><br/>CONDITIONAL DEVELOPMENT PERMIT MODIFICATION<br/>MENLO PARK, CA</p> | <p>APPLICANT<br/>LPGS MENLO, LLC<br/>MENLO PARK, CA</p> | <p>ARCHITECT<br/>SKIDMORE, OWINGS &amp; MERRILL<br/>ONE MARITIME PLAZA, SAN FRANCISCO, CA</p> | <p>CONCEPTUAL MASTER PLAN -<br/>FULL BUILD OUT</p> | <p>CONDITIONAL DEVELOPMENT PERMIT MODIFICATION<br/><b>G3.01</b></p> |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------|



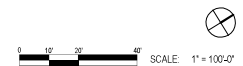


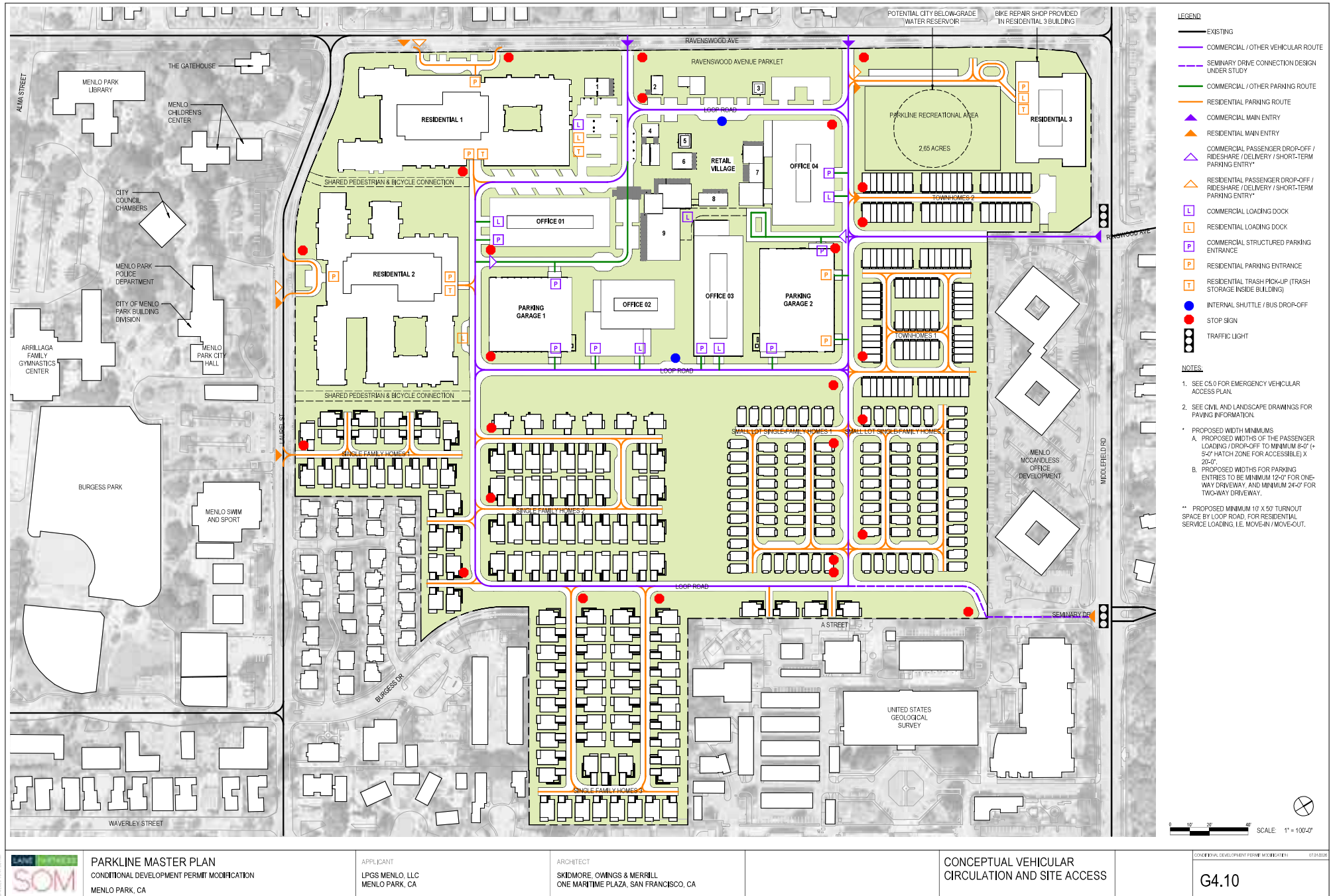
|                                  |            |            |
|----------------------------------|------------|------------|
| <b>NETA PROJECT</b>              |            |            |
| 2017-2018 - 2019                 | 2017-2018  | 2017-2018  |
| NETA PROJECT                     | 100        | 100        |
| <b>TOTAL COMMERCIAL PROJECTS</b> | <b>100</b> | <b>100</b> |

| 2013/2014 Estimated |     |    |
|---------------------|-----|----|
| Estimated 2013/2014 | 00  | 00 |
| Estimated 2013/2014 | 100 | 00 |
| Estimated 2013/2014 | 00  | 00 |

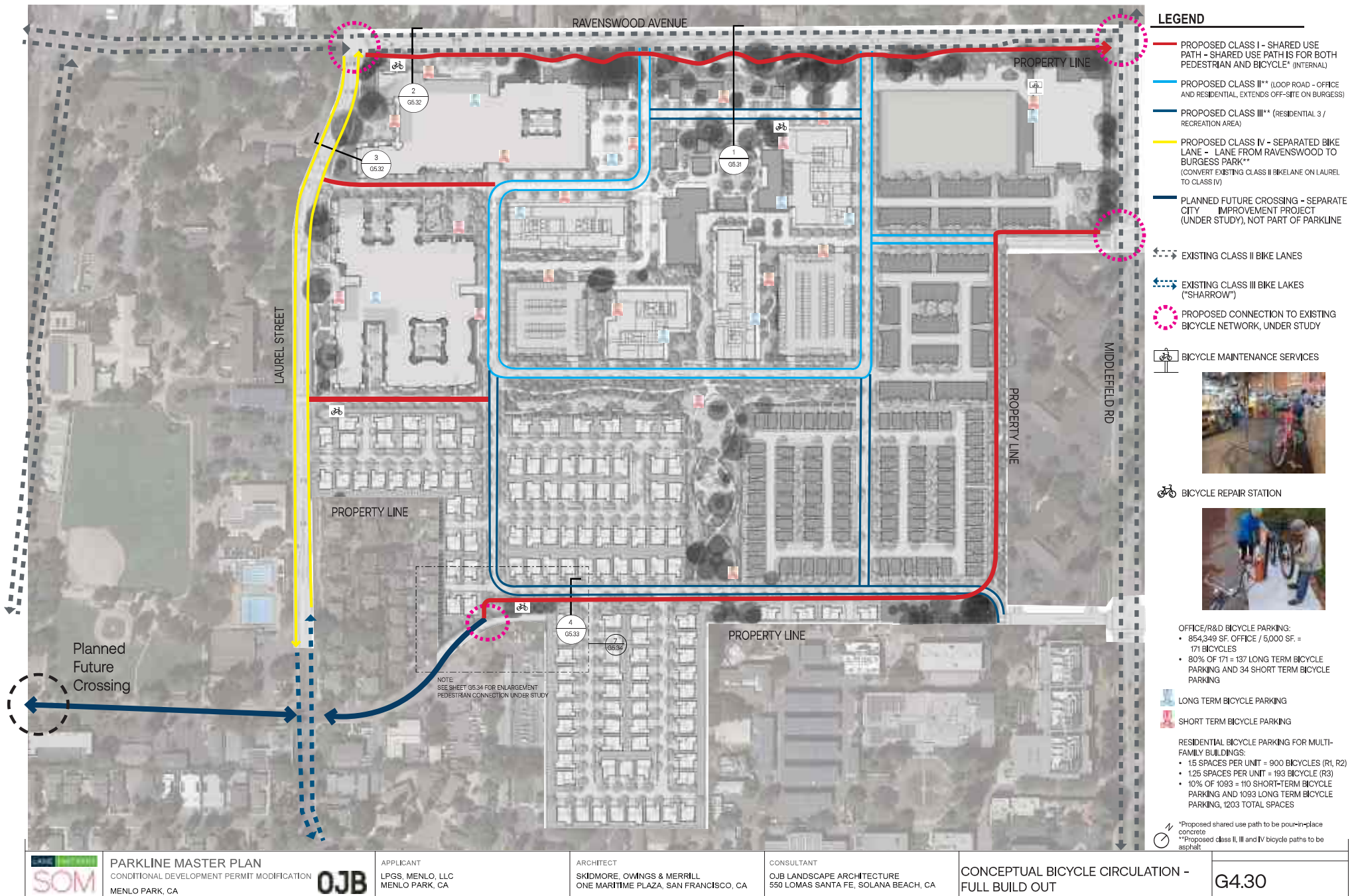
1. PROPOSED PARKING DISTRIBUTION IS CONCEPTUAL AND MAY BE SUBJECT TO CHANGE.
2. PARKING RATIO IS AS FOLLOWS:
  - A. OFFICE: 2 SPACES / 1,000 SF
  - B. RETAIL: 2.5 SPACES / 1,000 SF
  - C. RESIDENTIAL (EXCL. RESIDENTIAL 3): 1.25 SPACE / DU
  - D. RESIDENTIAL 3: 0.5 SPACES / DU (+ ADD'L SHARED PARKING AT 1.25)
  - E. FOR-SALE RESIDENTIAL: 2.0 SPACES / DU

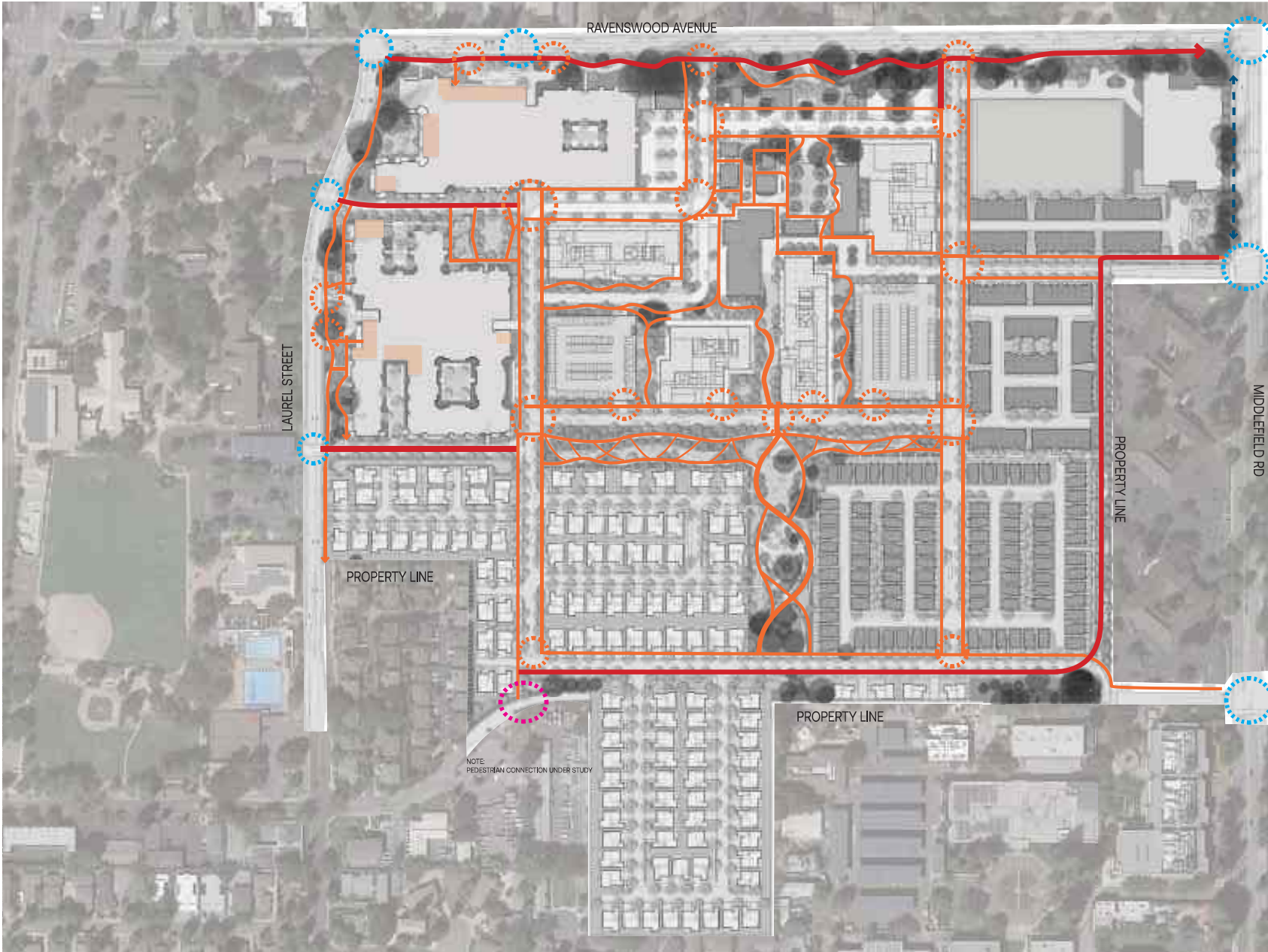
 RESIDENTIAL PODIUM PARKING  
 OFFICE BELOW GRADE PARKING  
 RETAIL SURFACE PARKING  
 PARKING GARAGE  
 OTHER SURFACE PARKING







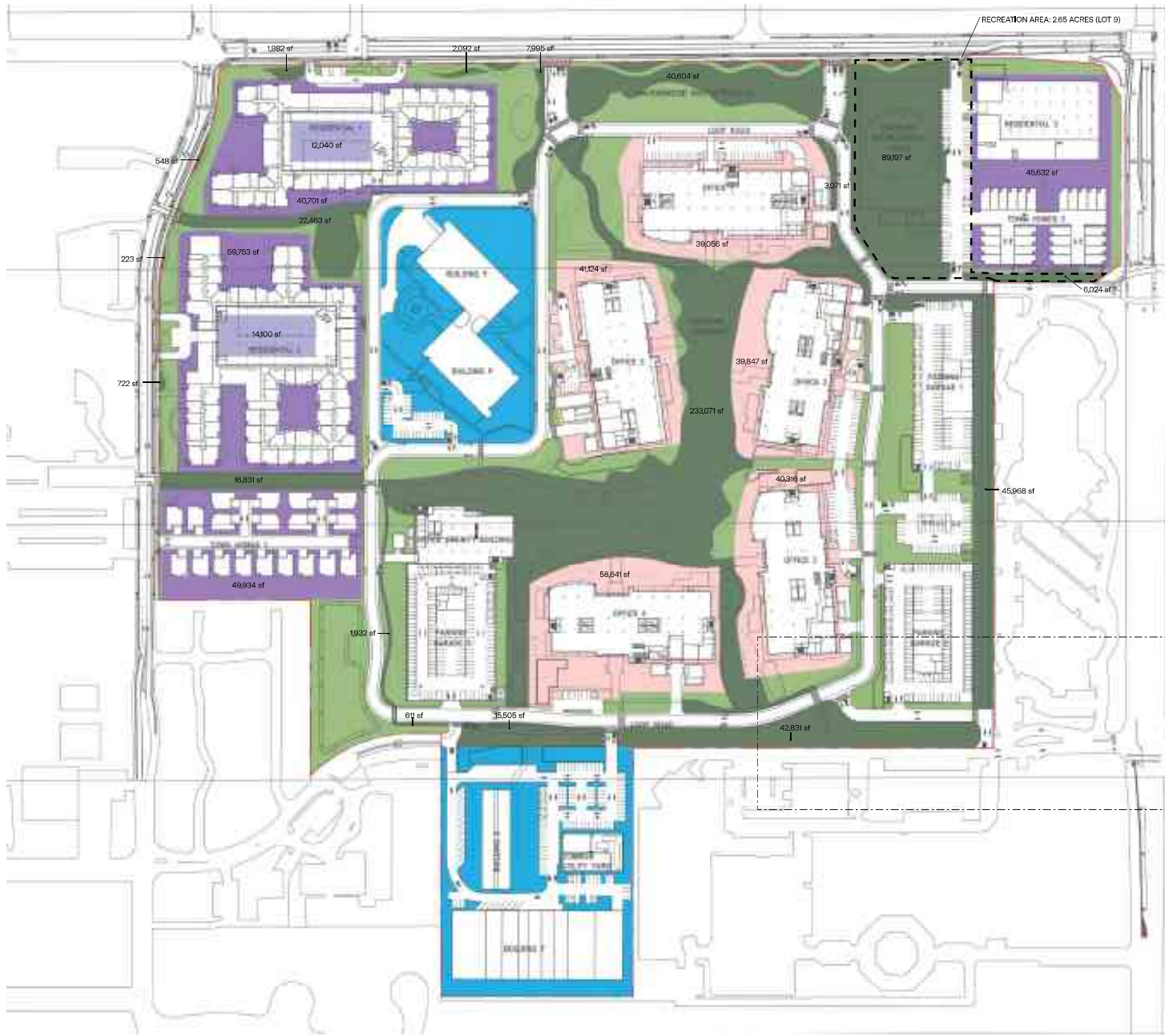




- LEGEND**
- PROPOSED CLASS I - SHARED USE PATH - SHARED USE PATH IS FOR BOTH PEDESTRIAN AND BICYCLE\* (INTERNAL)
  - PROPOSED PRIMARY PEDESTRIAN CIRCULATION\*
  - PROPOSED SECONDARY PEDESTRIAN CIRCULATION\*
  - EXISTING PEDESTRIAN CIRCULATION
  - PEDESTRIAN CROSSWALK - ON-SITE
  - PEDESTRIAN CROSSWALK - OFF-SITE
  - RESIDENTIAL BUILDING LOBBY/AMENITY
  - PROPOSED CONNECTION TO EXISTING BICYCLE NETWORK, UNDER STUDY
- \*Proposed pedestrian and shared use path to be pour-in-place concrete

|                                                                                    |                                                                                              |                                                                                                |                                                 |                                                                                  |                                                                                  |                                                       |              |
|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------|--------------|
|  | <b>PARKLINE MASTER PLAN</b><br>CONDITIONAL DEVELOPMENT PERMIT MODIFICATION<br>MENLO PARK, CA |  <b>OJE</b> | APPLICANT<br>LPQS, MENLO, LLC<br>MENLO PARK, CA | ARCHITECT<br>SKIDMORE, OWINGS & MERRILL<br>ONE MARITIME PLAZA, SAN FRANCISCO, CA | CONSULTANT<br>OJB LANDSCAPE ARCHITECTURE<br>550 LOMAS SANTA FE, SOLANA BEACH, CA | CONCEPTUAL PEDESTRIAN CIRCULATION -<br>FULL BUILD OUT | <b>G4.40</b> |
|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------------------|--------------|



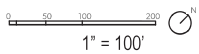


## OPEN SPACE LEGEND

- EXISTING SRI OPEN SPACE
- PUBLICLY ACCESSIBLE OPEN SPACE (523,738 SF / 12.02 ACRES)  
 \* MIN. REQUIRED = HALF OF 30% OF THE TOTAL SITE (64.23 AC X 30%)/2  
 = 9.64 ACRES, PER ZONING REQUIREMENT  
 \* \* EXCLUDES PUBLIC PATHS ALONG LAUREL AND RAVENSWOOD
- OPEN SPACE (312,662 SF / 7.17 ACRES)
- PRIVATE OFFICE OPEN SPACE ( 218,984 SF / 5.02 ACRES)
- PRIVATE RESIDENTIAL OPEN SPACE, AT GRADE ( 196,020 SF, 4.5 ACRES)
- PRIVATE RESIDENTIAL OPEN SPACE, TERRACE ( 26,140 SF, .6 ACRES)  
 \* EXCLUDES ABOVE-GRADE RESIDENTIAL BALCONIES

TOTAL PROPOSED NEW OPEN SPACE = 29.9 ACRES  
 TOTAL PROPOSED AT GRADE OPEN SPACE = 29.3 ACRES

NOTE:  
 SEE SHEET C3.4 FOR PROPOSED PRELIMINARY SEMINARY  
 DRIVE OPTION UNDER STUDY FOR REFERENCE.









TITLE 16 OVERALL AND PUBLICLY ACCESSIBLE OPEN SPACE DIAGRAM AND CALCULATIONS

| 16.35.000 Overall Required Open Spaces  |             |               |       |  |
|-----------------------------------------|-------------|---------------|-------|--|
| Area                                    | Requirement | Required Area |       |  |
|                                         |             | sqft          | acres |  |
| Total Development Area                  |             | 2,797,797     | 64.03 |  |
| Required Open Space                     | 50%         | 839,339       | 19.27 |  |
| Required Publicly Accessible Open Space | 50%         | 419,670       | 9.63  |  |

| Proposed Open Spaces                            |           |              |                     |               |            |
|-------------------------------------------------|-----------|--------------|---------------------|---------------|------------|
| Open Space                                      | Area (SF) | Area (acres) | Total Proposed Area | Required Area | Difference |
| Total Open Space                                | 1,175,644 | 26.98        | 26.98               | 19.27         | 7.72       |
| Publicly Accessible Open Spaces                 |           |              |                     |               |            |
| Parkline Recreational Area Lot (City Dedicated) | 116,765   | 2.68         | 13.79               | 9.63          | 4.15       |
| Riverswood Avenue Parklet                       | 69,908    | 1.60         |                     |               |            |
| Paseos                                          | 34,158    | 0.78         |                     |               |            |
| Dog Park                                        | 20,825    | 0.48         |                     |               |            |
| Retail Village                                  | 46,173    | 1.06         |                     |               |            |
| Parkline Commons                                | 144,670   | 3.32         |                     |               |            |
| Community Bike Path & Southern Parklets         | 99,210    | 2.28         |                     |               |            |
| Middlefield Park                                | 30,088    | 0.69         |                     |               |            |
| Laurel Parklets                                 | 36,735    | 0.84         |                     |               |            |



TITLE 16 RESIDENTIAL OPEN SPACES DIAGRAM AND CALCULATIONS

| 16.35.000 Overall Required Open Spaces |       |                                    |                                     |                                    |                                     |                                   |                |                |                |
|----------------------------------------|-------|------------------------------------|-------------------------------------|------------------------------------|-------------------------------------|-----------------------------------|----------------|----------------|----------------|
| Building                               | Units | Required Common Open Space (sq ft) | Required Private Open Space (sq ft) | Required Common Open Space (acres) | Required Private Open Space (acres) | Required Total Open Space (acres) | Units per Acre | Units per Acre | Units per Acre |
| Multi-family                           |       |                                    |                                     |                                    |                                     |                                   |                |                |                |
| Residential 1                          | 300   | 900                                | 90                                  | 0.0206                             | 0.0021                              | 0.0227                            | 14,000         | 14,000         | 14,000         |
| Residential 2                          | 300   | 900                                | 90                                  | 0.0206                             | 0.0021                              | 0.0227                            | 14,000         | 14,000         | 14,000         |
| Residential 3                          | 300   | 900                                | 90                                  | 0.0206                             | 0.0021                              | 0.0227                            | 14,000         | 14,000         | 14,000         |
| Total Multi-family                     | 900   | 2,700                              | 270                                 | 0.0618                             | 0.0063                              | 0.0681                            | 42,000         | 42,000         | 42,000         |
| For Sale                               |       |                                    |                                     |                                    |                                     |                                   |                |                |                |
| Area 1: Detached Floor Level 800       | 800   | 1,600                              | 80                                  | 0.0364                             | 0.0091                              | 0.0455                            | 1,600          | 1,600          | 1,600          |
| Area 2: Detached Floor Level 800       | 800   | 1,600                              | 80                                  | 0.0364                             | 0.0091                              | 0.0455                            | 1,600          | 1,600          | 1,600          |
| Area 3: Detached Floor Level 800       | 800   | 1,600                              | 80                                  | 0.0364                             | 0.0091                              | 0.0455                            | 1,600          | 1,600          | 1,600          |
| Total For Sale                         | 2,400 | 4,800                              | 240                                 | 0.1092                             | 0.0273                              | 0.1365                            | 2,400          | 2,400          | 2,400          |
| Total Required Open Space              |       |                                    |                                     | 0.1710                             | 0.0334                              | 0.2044                            |                |                |                |
| Total Private Open Space               |       |                                    |                                     |                                    | 0.0063                              | 0.0063                            |                |                |                |
| Total Total                            |       |                                    |                                     | 0.1710                             | 0.0397                              | 0.2107                            |                |                |                |

| Proposed Residential Open Spaces |           |              |                     |            |
|----------------------------------|-----------|--------------|---------------------|------------|
| Open Space                       | Area (SF) | Area (acres) | Total Proposed Area | Difference |
| Residential Building 1           | 10,000    | 0.23         | 13.79               | 9.63       |
| Residential Building 2           | 10,000    | 0.23         |                     |            |
| Residential Building 3           | 10,000    | 0.23         |                     |            |
| Residential Building 4           | 10,000    | 0.23         |                     |            |
| Residential Building 5           | 10,000    | 0.23         |                     |            |
| Residential Building 6           | 10,000    | 0.23         |                     |            |
| Residential Building 7           | 10,000    | 0.23         |                     |            |
| Residential Building 8           | 10,000    | 0.23         |                     |            |



TITLE 15 LAND DEDICATION DIAGRAM AND CALCULATIONS

| 15.35.000 Land Dedication Requirements for Residential Subdivisions |           |              |                          |                             |
|---------------------------------------------------------------------|-----------|--------------|--------------------------|-----------------------------|
| Building                                                            | Area (SF) | Area (acres) | Required Open Space (SF) | Required Open Space (acres) |
| Multi-family                                                        |           |              |                          |                             |
| Residential 1                                                       | 1,000,000 | 23.0         | 1,000,000                | 23.0                        |
| Residential 2                                                       | 1,000,000 | 23.0         | 1,000,000                | 23.0                        |
| Residential 3                                                       | 1,000,000 | 23.0         | 1,000,000                | 23.0                        |
| Total Multi-family                                                  | 3,000,000 | 69.0         | 3,000,000                | 69.0                        |
| For Sale                                                            |           |              |                          |                             |
| Area 1: Detached Floor Level 800                                    | 1,000,000 | 23.0         | 1,000,000                | 23.0                        |
| Area 2: Detached Floor Level 800                                    | 1,000,000 | 23.0         | 1,000,000                | 23.0                        |
| Area 3: Detached Floor Level 800                                    | 1,000,000 | 23.0         | 1,000,000                | 23.0                        |
| Total For Sale                                                      | 3,000,000 | 69.0         | 3,000,000                | 69.0                        |
| Total Required Dedication                                           | 6,000,000 | 138.0        | 6,000,000                | 138.0                       |

| Proposed Land Dedication                        |                  |                     |                  |               |                       |            |
|-------------------------------------------------|------------------|---------------------|------------------|---------------|-----------------------|------------|
| Open Space                                      | Actual Area (SF) | Actual Area (acres) | Estimated Future | Required Area | Total Dedication Area | Difference |
| Parkline Recreational Area Lot (City Dedicated) | 116,765          | 2.68                | 116,765          | 2.68          | 13.79                 | 9.63       |
| Riverswood Avenue Parklet                       | 69,908           | 1.60                | 69,908           | 1.60          |                       |            |
| Paseos                                          | 34,158           | 0.78                | 34,158           | 0.78          |                       |            |
| Dog Park                                        | 20,825           | 0.48                | 20,825           | 0.48          |                       |            |
| Retail Village                                  | 46,173           | 1.06                | 46,173           | 1.06          |                       |            |
| Parkline Commons                                | 144,670          | 3.32                | 144,670          | 3.32          |                       |            |
| Community Bike Path & Southern Parklets         | 99,210           | 2.28                | 99,210           | 2.28          |                       |            |
| Middlefield Park                                | 30,088           | 0.69                | 30,088           | 0.69          |                       |            |
| Laurel Parklets                                 | 36,735           | 0.84                | 36,735           | 0.84          |                       |            |

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September 8, 2026

Kyle Perata  
Assistant Community Development Director  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025

Re: **Parkline Project – CDP Modification Application;**  
**State Density Bonus Law Requests and Modifications under the BMR Guidelines**  
**for Affordable Ownership Housing**

Dear Kyle:

As you know, we represent Lane Partners in connection with the Parkline Project. This letter supersedes and replaces our May 20, 2026 letter previously submitted to the City in connection with the CDP modification application ("Modification Application"), and is intended to set forth the project sponsor's request for two incentives under State Density Bonus Law, together with modifications to the City's Below Market Rate Housing Program Guidelines ("BMR Guidelines").

Parkline remains one of the most significant transit-oriented housing opportunities in Menlo Park. As modified, the Project would deliver a diverse on-site housing program consisting of mixed-income rental apartments, a 100% affordable apartment community, affordable homeownership townhomes, market-rate townhomes, and detached single-family homes. The result is a level of on-site affordability that materially exceeds the City's baseline inclusionary requirement and, in our view, is unprecedented in Menlo Park both in scale and in diversity of housing type.

The modified plan is therefore not simply a refinement of unit mix and site planning. It is a proposal to deliver a broader and deeper affordable housing program, with an implementation structure designed to make that housing financeable, feasible, and deliverable. That includes continued advancement of the R3 100% affordable apartment component as part of the Project's overall housing program. Lane Partners is in advanced discussions with a qualified affordable housing co-developer and is working toward a term sheet for that partnership. Lane Partners also anticipates submitting a design package for the R3 affordable building later this year, plans to complete the initial horizontal improvements necessary to support vertical development of the R3 site, and will continue to follow the Project's milestone obligations for land dedication and entering into a binding agreement with an affordable developer consistent with Lane Partners' obligations under the Development Agreement.

Large housing projects do not move from entitlement to construction automatically, and entitlements alone do not produce housing. Parkline requires substantial upfront private



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investment, including demolition, abatement, site preparation, utilities, roadway improvements, and other horizontal infrastructure that benefits all components of the Project. In current and foreseeable market conditions, the difference between a workable implementation framework and an inflexible one can be the difference between a project that proceeds and a project that remains entitled but unbuilt.

The requested incentives and modifications should be understood in that context. The requests are intended to make possible a housing program that provides far more affordable housing than a typical project, while also delivering market-rate housing that is itself an important part of the City's housing supply. New housing at a range of income levels creates opportunities for different households, supports mobility within the local housing market, and helps finance the infrastructure platform necessary to deliver the Project's affordable components.

We appreciate the City's work on Parkline since this process began many years ago, and look forward to continuing to coordinate closely with Planning staff, Housing staff, and the City Attorney's Office as the Modification Application proceeds through the review process.

## **I. Project Overview**

The modified Project is a single, integrated housing development for purposes of the State Density Bonus Law. The Modification Application identifies all residential components of the Project, including the 100% affordable apartment component in the R3 area, as part of one master-planned development application and one coordinated housing program. The residential components are supported by shared site planning, shared horizontal infrastructure, coordinated phasing, common project-level implementation obligations, and common entitlements. As a result, all Project components should be evaluated together for purposes of the Project's eligibility for incentives, concessions, and waivers under State Density Bonus Law.

As modified, the Project includes the following housing program:

- 600 rental multifamily apartment units (R1 and R2), including 90 low-income units;
- 154 units in a 100% affordable apartment building (R3), subject to any applicable requirement for a single manager's unit;
- 108 attached for-sale townhomes, including 50 moderate-income affordable ownership units; and
- 220 detached single-family for-sale homes.

In total, the Project includes 1,082 residential units, of which 244 units are low-income rental units and 50 units are deed-restricted affordable ownership units for moderate-income households. For purposes of State Density Bonus Law, the Project includes approximately 22.5

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percent low-income units, exceeding the 17 percent threshold required to qualify for two incentives or concessions. The modified Project also includes approximately 27 percent deed-restricted affordable units overall when the moderate-income affordable ownership units are included. This affordability profile substantially exceeds the City's baseline 15 percent below-market-rate requirement.

As the City is aware, the R3 affordable housing component is not speculative or merely conceptual. Lane has already made binding commitments to the City through the Project's Development Agreement to dedicate the R3 affordable housing site to a qualified nonprofit affordable housing developer in connection with recordation of the first final subdivision map. Lane has also already advanced the legal framework necessary to support that affordable housing component, including full CEQA review through the Parkline EIR and the Project's primary discretionary entitlements, including the rezoning, CDP, and associated design standards.

The Development Agreement also establishes specific implementation milestones for the R3 affordable housing site. The agreement with the affordable housing developer must require that developer to submit plans to the City for an architectural control permit within 12 months after recordation of the first final subdivision map, submit plans to secure building permits within 18 months after approval of the architectural control permit, and to diligently pursue tax credits and financing. The Development Agreement recognizes that the timing of construction commencement will depend on the affordable housing developer securing sufficient affordable housing financing, which is a standard and practical constraint for deeply affordable housing delivery. But the land dedication obligation, entitlement framework, and submittal milestones are binding Project commitments.

Lane Partners is also evaluating options to accelerate the R3 schedule, including by helping advance the timing of the architectural control permit submittal. .

## **II. The Project Is Protected by the Housing Accountability Act**

The Project is a "housing development project" within the meaning of the Housing Accountability Act, Government Code section 65589.5. The HAA therefore limits the City's discretion to deny the Project, reduce its density, or impose conditions that would make the Project infeasible.

The Project is protected under both subdivision (j) and subdivision (d) of the HAA. These provisions overlap, but they serve different functions.

Subdivision (j) applies where a housing development project complies with applicable objective general plan, zoning, subdivision, and design review standards. In that circumstance, the City may not disapprove the Project or require it to be developed at a lower density unless it makes the specific written findings required by the statute. In practical terms, subdivision (j) protects

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objective-standard-compliant projects from denial or density reduction based on subjective planning, design, compatibility, or policy concerns.

Subdivision (d) provides an additional protection for housing development projects that include qualifying affordable housing. It applies to housing development projects for very low-, low-, or moderate-income households, including mixed-income projects that provide at least 13 percent lower-income units. Where subdivision (d) applies, the City may not disapprove the Project or impose conditions — including inclusionary housing conditions — that would render it infeasible unless one of the statute's specific findings is made and supported by the required evidence.

The modified Project qualifies for subdivision (d) protection because it includes well in excess of 13 percent lower-income units. As proposed, the Project includes 1,082 residential units, including 244 low-income rental units, or approximately 22.5 percent of the Project's total units. The Project therefore qualifies as a protected mixed-income housing development project under the HAA.

That protection is important here because the Project's requested State Density Bonus Law concession for timing and phasing relief, as discussed in much greater detail below, is intended to remove a local concurrency constraint that would materially increase the cost and risk of delivering the Project's affordable housing program. The requested concession would allow the detached single-family neighborhoods to proceed independently, rather than tying their permits, construction, sales, or certificates of occupancy to the delivery schedule for the attached townhome component. As described below, that relief produces actual and identifiable cost reductions by reducing financing costs, carrying costs, sequencing inefficiencies, and builder risk-pricing associated with the Project's shared infrastructure and affordable housing program.

Accordingly, if the City were to deny the requested concession or impose a substitute condition that preserves the same practical concurrency constraint, the result would defeat the cost-reducing relief requested under State Density Bonus Law and impose the very type of infeasibility-producing condition that subdivision (d) is designed to prevent. The City may not impose that type of condition unless it makes one of the specific statutory findings required by the HAA.

### **III. Overview of State Density Bonus Law and BMR Guidelines Requests**

#### **A. The Project Qualifies for Two Incentives / Concessions and Unlimited Waivers**

Because the Project includes at least 17 percent of its total units as low-income units, it qualifies for two incentives or concessions and unlimited waivers under State Density Bonus Law. The Project also requests three modifications described in Section V, pursuant to the City's Below Market Housing Program Guidelines. The modified Project requests limited relief as follows:

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- **Incentive / Concession No. 1 – Location of Affordable Ownership Units Within the Attached Townhome Product.**  
Relief from local requirements that affordable for-sale units be dispersed throughout all for-sale product types, so that the Project's 50 moderate-income affordable ownership units may be provided within the attached townhome component.
- **Incentive / Concession No. 2 – Timing / Phasing Relief.**  
Relief from local concurrency and timing requirements so that the detached single-family neighborhoods may proceed independently and on their own schedule, without being metered to the delivery timing of the attached townhome segment.
- **BMR Guidelines Modification No. 1 – Bedroom Count Proportionality.**  
Relief from local requirements that the bedroom count in affordable ownership units be proportionate or otherwise consistent with the mix of market-rate ownership units.
- **BMR Guidelines Modification No. 2 – Size Proportionality by Square Footage.**  
Relief from local requirements that affordable ownership units be proportionate in size and square footage to the market-rate ownership units.
- **BMR Guidelines Modification No. 3 – Plan 1 Townhome Model.**  
Relief from local requirements to allow all 50 moderate income affordable ownership units to be provided in the Plan 1 townhome model.

**Section IV** provides an overview of the requested incentives. **Section V** describes the requested modifications under the BMR Guidelines.

#### **IV. Request for Incentives / Concessions**

##### **A. Legal Standard for Incentives and Concessions**

State Density Bonus Law entitles qualifying housing development projects to incentives or concessions that result in identifiable and actual cost reductions to provide affordable housing. For projects that satisfy the applicable affordability threshold, the City is required to grant the requested incentives or concessions unless it makes one of the specific findings authorized by Government Code section 65915.

The requested incentives here are tailored to the Project's mixed-tenure structure and affordable housing program. The first incentive allows the Project's affordable ownership units to be provided within the attached townhome product, where those units can be delivered at lower cost than comparable detached single-family homes. The second incentive allows the detached single-family neighborhoods to proceed independently from the attached townhome component,

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which reduces financing costs, carrying costs, and sequencing inefficiencies associated with the Project's shared first-phase infrastructure.

**B. Incentive / Concession No. 1: Location of Affordable Ownership Units Within the Attached Townhome Product**

**1. Relief Requested**

The Project requests relief from local requirements that affordable units be "integrated into the project" and distributed throughout the development, including the requirements in Menlo Park Municipal Code section 16.97.100 and the City's Below Market-Rate Housing Guidelines.

Specifically, we request that the Project's 50 moderate income affordable ownership units be located and distributed within the attached townhome component, rather than distributed across both the attached townhome and detached single-family neighborhoods.

**2. The Requested Relief Results in Actual and Identifiable Cost Reductions**

This request qualifies as an incentive or concession because dispersing the affordable ownership units across all for-sale product types would increase the cost of providing those units. The attached townhomes are smaller, three-bedroom units with materially less square footage than the detached single-family homes, which are larger four-plus-bedroom homes with higher construction costs. If the City's dispersal requirement were applied across all for-sale product types, some portion of the Project's affordable ownership obligation would have to be absorbed by the detached single-family homes. That would require Lane Partners to provide deed-restricted affordable ownership units in the Project's largest and most expensive-to-construct for-sale product, materially increasing the cost of delivering the same number of affordable ownership units.

This requested incentive would not reduce the number of affordable ownership units, change their affordability level, or remove them from the Project. It would allow those units to be provided within the less expensive attached product, and distributed throughout that neighborhood, thereby reducing both the direct construction cost and the affordability subsidy required to deliver the same number of deed-restricted ownership units. That subsidy burden is an identifiable project cost: it reflects the difference between the restricted affordable sales price for the unit and the cost or market value of the unit required to be sold at that restricted price. Requiring that subsidy to be absorbed by larger detached single-family homes would materially increase that cost. Allowing the affordable ownership units to be provided within the attached townhome product reduces it. Those reductions lower the cost of providing the Project's affordable ownership units and therefore constitute actual and identifiable cost reductions within the meaning of State Density Bonus Law.

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This request is also consistent with the policy reflected in the City's BMR requirements, which recognize that locating BMR units within a particular portion of a residential project may be appropriate where it furthers affordable housing opportunities. Here, locating the affordable ownership units within the attached townhome product furthers that objective by allowing the Project to deliver the required moderate-income ownership units in a product type that is smaller, less costly to construct, and more compatible with affordable ownership pricing than the detached single-family product.

The illustrative site plan, attached as **Attachment A**, shows one potential distribution of the affordable ownership units integrated throughout the attached townhome neighborhood. The plan is provided for illustrative purposes only and is subject to change.

**C. Incentive / Concession No. 2: Phasing Relief From Local Concurrency Requirements**

**1. Relief Requested**

The Project requests relief from local requirements that affordable units be delivered concurrently with market-rate units, including the concurrency requirement in Menlo Park Municipal Code section 16.97.100 and related provisions in the City's Below Market-Rate Housing Guidelines. The request does not implicate the mixed-income multifamily apartment buildings in R1 and R2 or the 100% affordable R3 apartment building, and relates only to the for-sale product.

Specifically, we request that the detached single-family neighborhoods be permitted to proceed independently, including for purposes of lot takedowns, building permits, vertical construction, sales, and certificates of occupancy, without being tethered to the delivery timing of the attached townhome component.

For clarity, this request would not reduce or avoid the Project's affordable ownership obligation; it would only decouple the timing of the detached single-family homes from the timing of the attached townhome component in which the affordable ownership units are proposed.

This request is important to the economic and practical functioning of the Project. The modified Project includes different product types, different expected delivery patterns, different absorption characteristics, and different implementation considerations. Rigid application of a local concurrency rule across all of those components would increase the cost burden of delivering the Project's affordable housing.

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**2. The Requested Relief Produces Actual and Identifiable Cost Reductions**

This incentive is supported by several related cost-reduction considerations, but the primary justification is that allowing the detached single-family neighborhoods to proceed independently lowers the financing and carrying costs associated with delivering the Project's shared infrastructure and affordable housing program. Given current and foreseeable economic conditions, including elevated interest rates and construction costs, this requested incentive is critical to the Project's ability to move from entitlement to implementation.

**(a) Decoupling Reduces Costs Associated With Uncertainty Outside the Single-Family Homebuilder's Control**

If the detached single-family neighborhoods are "metered" to the attached townhome neighborhood, the single-family homebuilder will be exposed to delays and performance issues arising from a different product type and a different delivery path. That uncertainty is not merely a business inconvenience; it has identifiable cost consequences.

A homebuilder will not value lots the same way if its ability to collect deposits, pull permits, begin construction, sell homes, or obtain certificates of occupancy depends on work being completed in a separate townhome component that it does not control. The builder will instead account for that risk by requiring additional closing conditions, delaying takedowns, reducing early commitments, demanding additional protections, or lowering the price it is willing to pay for the lots. Each of those outcomes reduces the Project's ability to generate early proceeds from the single-family component and increases the amount of outside capital required to carry the Project through its initial infrastructure phase.

Allowing the detached single-family neighborhoods to proceed independently removes that avoidable risk. It gives the future homebuilder a clear and controllable path to permits, construction, sales, and occupancy, which supports earlier and stronger builder commitments and improves the Project's ability to convert single-family lot value into project-generated capital for common infrastructure. Because that common infrastructure supports the Project's affordable components as well as its market-rate neighborhoods, reducing this risk pricing lowers the cost burden associated with delivering the Project's affordable housing program.

**(b) Decoupling Reduces Capitalized Interest on Shared First-Phase Infrastructure**

The Project requires a substantial amount of costly early horizontal work before vertical development can proceed. That work includes demolition, abatement, grading, utilities, backbone infrastructure, roadway construction, and related site preparation, including the loop road and other common improvements that serve the entire Project.



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Those are shared first costs. They are incurred early, before substantial revenue is realized, and they benefit the Project as a whole, including the detached single-family neighborhoods, the mixed-income townhome neighborhood, the mixed-income apartment buildings in R1 and R2, and the 100% affordable R3 building.

By allowing the detached single-family neighborhoods to proceed independently, the requested incentive enables the Project to generate earlier proceeds from the single-family component and apply those proceeds toward the cost of shared horizontal improvements. Whether that early value is realized through lot takedowns, builder commitments, early proceeds, or related project monetization, the economic effect is the same: the Project would be able to fund more of its early common infrastructure with project-generated capital and less with borrowed money.

That reduces both the amount and duration of project debt outstanding during the infrastructure phase, and therefore reduces capitalized interest. Because the improvements being funded are common improvements necessary to support the Project's affordable housing components as well as its market-rate neighborhoods, the reduction in capitalized interest lowers the cost burden associated with delivering the affordable housing program.

To achieve that cost reduction, the single-family neighborhoods need a meaningful independent path to permits, construction, sales, and occupancy. A limited or partial decoupling would not provide the same certainty, would reduce the Project's ability to monetize single-family lot value, and would therefore provide less effective relief from the capitalized-interest burden associated with the Project's shared first-phase infrastructure.<sup>1</sup>

### **(c) Decoupling Reduces Project Carrying Costs**

The detached single-family product is expected to be the Project's highest-value and most readily monetizable ownership product. If that product is artificially delayed by the attached townhome delivery schedule, the Project must carry the site and related project costs for a longer period before realizing revenue from a major value-producing component.

Those carrying costs include land, taxes, insurance, overhead, financing costs, and other ownership and project-maintenance costs that continue to accrue while the Project is awaiting vertical development and sales. They are not isolated to the detached-home product. Because Parkline is being implemented as one coordinated master-planned development, delay in monetizing one major component increases the cost burden carried by the Project as a whole,

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<sup>1</sup> A limited or tranche-by-tranche decoupling would provide less effective cost reduction because later concurrency determinations tied to the attached townhome component would continue to affect lot value, takedown timing, builder commitments, and the Project's ability to use single-family proceeds to fund shared infrastructure.

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including the shared infrastructure platform needed to support the Project's affordable housing components.

Allowing the detached single-family neighborhoods to proceed independently reduces the duration of that cost burden. By enabling the Project to realize value from the single-family component on its own schedule, the requested incentive reduces the time and expense required to carry the overall Project while the affordable ownership townhomes and R3 affordable apartment building proceed through their separate delivery paths. That reduction in carrying costs is an actual and identifiable cost reduction associated with delivering the Project's overall affordable housing program.

**(d) Decoupling Avoids Sequencing Inefficiencies and Construction Friction**

Rigid concurrency also creates inefficiencies in how the Project can be sequenced and built. The detached single-family neighborhoods and the attached townhome segment are distinct ownership products with different likely builder profiles, vertical construction characteristics, financing considerations, and expected absorption patterns. Forcing those dissimilar segments to move in lockstep can require inefficient phasing, artificial release schedules, premature mobilization and remobilization of work, and extended project management overhead.

By contrast, allowing the detached single-family neighborhoods to proceed on their own schedule permits more efficient sequencing once the common horizontal work is in place. It avoids forcing Lane Partners to accelerate the attached townhome segment before that segment is ready or optimally sequenced merely to unlock permits, construction, sales, or occupancy for the detached single-family neighborhoods.

Those avoided inefficiencies reduce unnecessary mobilization, remobilization, coordination, overhead, and schedule-related (and time-related) costs associated with implementing the Project's overall housing program. Because that program includes the affordable ownership townhomes and the R3 affordable apartment building, reducing those sequencing costs supports the delivery of the Project's affordable housing components. Those avoided costs are part of the actual and identifiable cost reduction produced by the requested incentive.

**3. The Requested Relief Is Narrow and Project-Specific**

The requested timing incentive is not an effort to avoid or reduce the Project's affordable housing obligations. The requested relief would only decouple the timing of the detached single-family neighborhoods from the delivery timing of the attached townhome component.

That decoupling is project specific. Parkline requires substantial shared first-phase infrastructure before vertical development can proceed, and the detached single-family neighborhoods are expected to be a significant source of early project-generated capital. If the value or timing of

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that component is burdened by concurrency requirements tied to a separate attached townhome segment, the Project's ability to monetize single-family lot value is reduced through lower lot pricing, delayed takedowns, additional contingencies, or weaker builder commitments. Allowing those neighborhoods to proceed independently would reduce that risk pricing, while also reducing the financing, carrying, and sequencing costs associated with implementing the shared infrastructure platform and broader housing program.

Those cost reductions support the delivery of affordable housing because the same infrastructure platform serves the mixed-income townhomes, the R1 and R2 mixed-income apartment buildings, and the R3 affordable apartment building. The requested relief therefore does not change the Project's affordable housing commitments; it removes a timing constraint that would increase the cost of delivering them.

## **V. Request for Modifications Under the BMR Guidelines**

### **A. The BMR Guidelines Create Flexibility in Applying BMR Unit Standards**

The BMR Guidelines expressly authorize the City Council to modify BMR unit size, location, parking and appearance requirements in order to carry out the purposes of the City's BMR Housing Program and Housing Element. Section 5.1.1 requires the bedroom count of BMR units to be proportionate to the bedroom mix of the market-rate units within the residential project, and Section 5.1.2 similarly requires BMR units to be comparable in size, as measured by square footage proportionate to the average size of market-rate units. The BMR Guidelines contemplate flexibility in applying these requirements.

The Project carries forward the purposes of the BMR Housing Program and the Housing Element by materially increasing the supply and diversity of affordable housing units as compared to prior iterations of the Project and providing actual affordable housing opportunities that we believe are financeable and feasible. Because of City and community support, the Project's residential program has steadily expanded from an initial program of approximately 400 units to 800 units approved by the City in 2025. The current proposal increases the amount of housing proposed to 1,082 units under the current Modification Application, which has been made possible by the removal of Building P, S, and T and all associated BSL uses, and a substantial reduction in the amount of land area devoted to commercial and retail uses. The current program includes 244 low-income rental units and 50 moderate-income affordable ownership units. However, the Project needs relief from some of the City's BMR Guidelines to achieve its goals. The requested modifications would not reduce the number of affordable ownership units or lower their affordability level. Rather, they would allow the Project to provide those units within the three-bedroom attached townhome product without requiring units to be redesigned, enlarged, or relocated to match the bedroom count and square footage of the single-family homes.

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The requested modifications address two related issues. Modifications Nos. 1 and 2 address the differences between the attached BMR townhomes and the detached single-family homes for purposes of the BMR bedroom-count and unit-size standards. Modification No. 3 addresses the mix of models within the attached townhome component itself, including the parking configuration associated with the Plan 1 townhome model. Applying the BMR Guidelines flexibly across these distinct housing products is consistent with Section 5.1 and will facilitate delivery of the Project's affordable ownership program.

**B. Modification No. 1: Bedroom Count Proportionality**

The Project requests a modification of the standard in Section 5.1.1 of the BMR Guidelines which requires the number of bedrooms in affordable ownership units to be proportionate to the bedroom mix of market-rate ownership units.

As proposed, the affordable ownership program is based on three-bedroom attached townhomes. The detached single-family homes, by contrast, are larger four-plus-bedroom homes. If the affordable ownership units were required to replicate the bedroom profile of the detached single-family homes, the Project could not provide those units within the attached townhome product as contemplated by Incentive No. 1. Instead, the Project would have to either provide affordable units within the detached-home product or materially redesign the affordable townhome product with larger unit envelopes, different footprints, and corresponding changes to the site plan. This modification follows directly from Incentive No. 1. Because the affordable ownership units would be located within the attached townhome component, the Project requests that their bedroom count be evaluated by reference to that product rather than requiring the BMR units to replicate the bedroom profile of the detached single-family homes.

**C. Modification No. 2: Size Proportionality by Square Footage**

The Project also requests a modification of the standard in Section 5.1.2 of the BMR Guidelines requiring BMR units to be comparable in size, as measured by square footage proportionate to the average size of the market-rate units.

This modification also follows directly from Incentive No. 1. As proposed, the affordable ownership units would be provided within the attached townhome product, which has smaller unit envelopes and a different physical form than the detached single-family product. If the affordable townhomes were required to match or remain proportionate to the size of the detached single-family homes, the Project could not provide those units within the attached townhome product as contemplated by Incentive No. 1.

The requested modification is therefore necessary to allow the Project to implement Incentive No. 1 and provide the affordable ownership units within the attached townhome product as proposed.

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**D. Modification No. 3: Plan 1 Townhome Model**

The townhome neighborhood includes several townhome models. The Plan 1 townhome model is a three-bedroom, three bathroom unit with a tandem garage. The Project requests a modification under Section 5.1 of the BMR Guidelines to allow all 50 moderate-income affordable ownership units to be provided in the Plan 1 model.

This request implicates the BMR Guidelines' bedroom-count and unit-size standards because the market-rate townhome component includes a mix of Plan 1, Plan 2, and Plan 3 units. It also requires modification of the parking-ratio standard in Section 5.1.4 to the extent necessary to permit the tandem-garage configuration provided in the Plan 1 model.

Modification No. 3 is therefore distinct from, although related to, Modifications Nos. 1 and 2. Modifications Nos. 1 and 2 address differences between the attached BMR townhomes and the detached single-family product. Modification No. 3 addresses differences among the three models within the attached townhome product and permits the BMR program to be concentrated in the Plan 1 model. See Attachment A for a comparison of the bedroom and bathroom counts and approximate unit sizes of the Plan 1, Plan 2, and Plan 3 townhome models.

This modification is consistent with the flexibility expressly contemplated by Section 5.1 and furthers the purposes of the BMR Housing Program and the Housing Element. The Plan 1 townhome model supports Housing Element Program H4.A's goal "to maximize the production of affordable units" and Policy H4.2's goals to provide "an adequate supply and variety of housing opportunities" and "match housing types, affordability, and location with household income." (Housing Element, Program H4.A; Policy H4.2.) The modification would not reduce the number of affordable ownership units or change their moderate-income designation. Rather, it would allow the Project to provide the 50 affordable ownership units in the Plan 1 townhome model.

Alternatively, to the extent the requested modifications are not granted under Section 5.1 of the BMR Guidelines, Lane Partners reserves all rights and remedies available under State Density Bonus Law, including the right to request any waiver or reduction of development standards necessary to prevent the physical preclusion of the Project as designed.

**VI. Reservation of Rights**

Because the Project is still proceeding through design development and City review, Lane Partners reserves the right to request additional incentives, concessions, waivers, reductions, clarifications, or other relief under State law if further local requirements are identified that would increase the cost of providing the Project's affordable housing or physically preclude the Project as designed.

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**VII. Conclusion**

At bottom, the requested relief is about housing delivery, and Parkline, as modified, represents a remarkable opportunity for Menlo Park. It would deliver mixed-income rental housing, a 100% affordable apartment community, affordable ownership townhomes, market-rate townhomes, and detached single-family homes within one integrated, transit-oriented community. That diversity is a strength. It allows the Project to serve a broader range of households than a single-product development and to provide affordable housing at a scale that is materially above the City's standard requirements.

The limited requests described in this letter are practical implementation tools intended to help those housing commitments become real units. The Project is not seeking additional density. It is requesting targeted relief under State Density Bonus Law and the BMR Guidelines necessary to implement an unusually ambitious on-site affordable housing program within a large, mixed-tenure project.

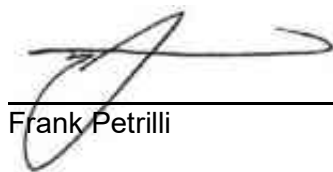
Lane Partners has every motivation to advance the full Project as quickly and efficiently as possible. The attached townhomes are valuable housing units, the affordable ownership component is part of the Project's overall program, and the R3 affordable building remains an integrated component of the Modification Application. The requested relief is intended to align the City's affordable housing objectives with the practical realities of financing and constructing a project of this scale, so that Parkline can produce the broad housing and community benefits contemplated by the Modification Application.

We appreciate the City's continued work on this important effort and look forward to continuing to coordinate with staff and the City Attorney's Office as the Modification Application proceeds.

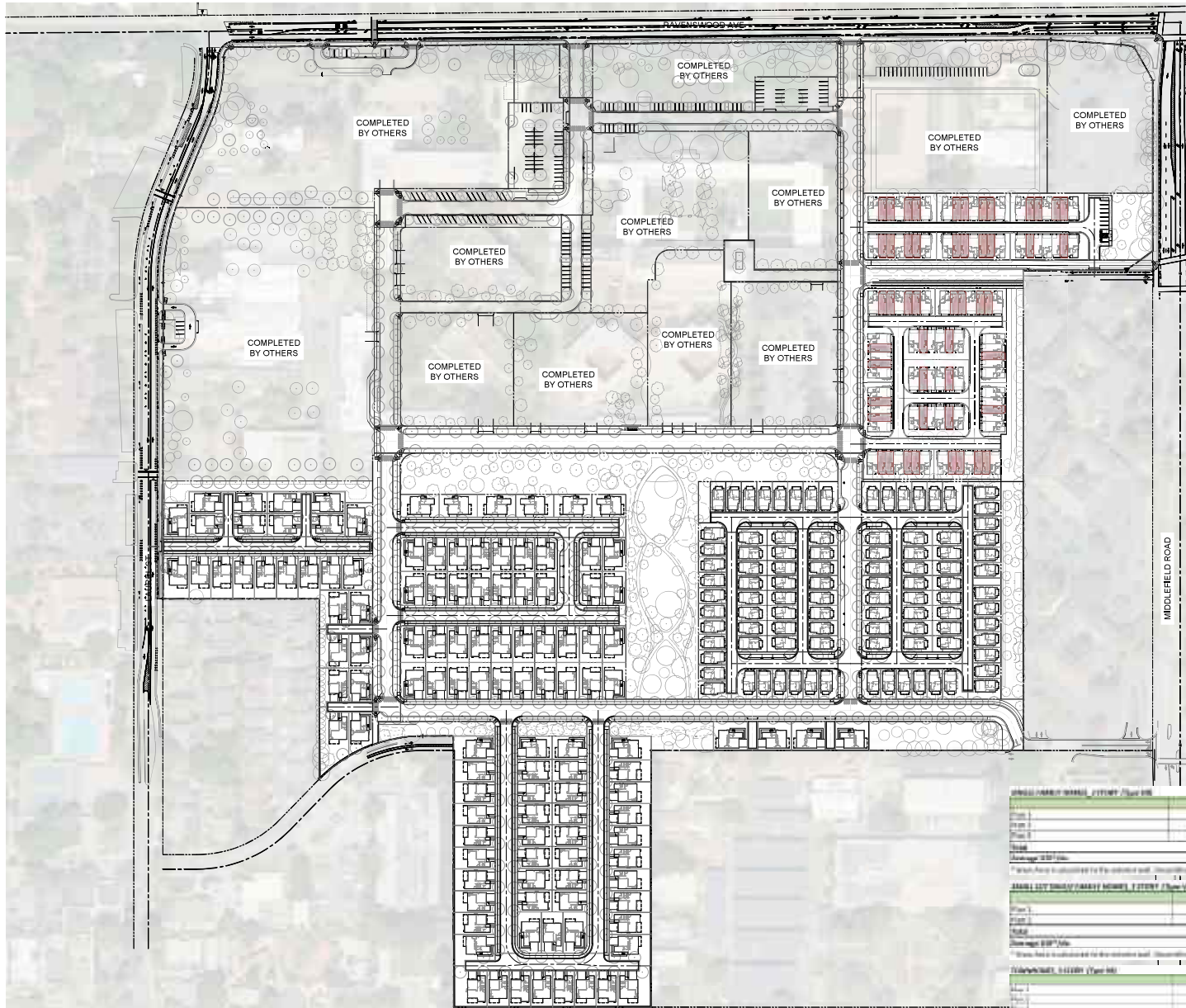
Very truly yours,

**COBLENTZ PATCH DUFFY & BASS LLP**

By:

  
\_\_\_\_\_  
Frank Petrilli

cc: Nira Doherty, Burke, Williams & Sorensen LLP  
Mike Biddle, Burke, Williams & Sorensen LLP



# NOTES:

1. Refer to Civil sheets for all property lines, easements, site dimensions, accessible unit locations, etc.
2. The site plan is a subset of the overall Vesting Tentative Map (part of the CDP parcelization plan). Refer to the CDP VTM for all parcel dimensions.
3. Refer to the CDP set for overall existing building locations and dimensions.
4. Refer to Civil sheets C2.0-C2.4 for the proposed onsite neighborhood setbacks, unit and building driveway locations, and parking dimensions. Typical notes have been added to sheet C2.0 to identify driveway widths. For overall site driveway and entrance information, parking dimensions, and site-wide parking information please refer to the CDP Civil set.
5. Refer to ACP sheets C2.0-C2.4 for existing easements relative to the site. For proposed and existing easement information, please refer to the CDP VTM.
6. Refer to ACP sheets C2.0-C2.4 for all street designations and loop road connections. Reference the VTM Final Map as specific street names have not been designated at this time.
7. Refer to ACP sheets C3.0-C3.4 for proposed grading information and pad and finished floor elevation information.
8. Refer to ACP sheets C4.0-C4.4 for all neighborhood utility information. For lighting information, please refer to the Joint Trench Intent sheets.
9. Refer to Landscape Sheets for landscape design, dimensions and detailed information.
10. Trees and landscape features have been added to Sheet A1-0.3. Please refer to the Landscape sheets for proposed tree locations and additional landscape features.
11. Refer to the ACP Landscape sheets for proposed fence locations, including fence heights and materials.

# LEGEND

BELOW MARKET RATE UNIT

| UNIT TYPE              | UNIT COUNT | TOTAL SQ FT  |
|------------------------|------------|--------------|
| Below Market Rate Unit | 10         | 1,000        |
| Market Rate Unit       | 20         | 2,000        |
| <b>TOTAL</b>           | <b>30</b>  | <b>3,000</b> |

| UNIT TYPE              | UNIT COUNT | TOTAL SQ FT  | TOTAL SQ FT  |
|------------------------|------------|--------------|--------------|
| Below Market Rate Unit | 10         | 1,000        | 1,000        |
| Market Rate Unit       | 20         | 2,000        | 2,000        |
| <b>TOTAL</b>           | <b>30</b>  | <b>3,000</b> | <b>3,000</b> |

| UNIT TYPE              | UNIT COUNT | TOTAL SQ FT  | TOTAL SQ FT  |
|------------------------|------------|--------------|--------------|
| Below Market Rate Unit | 10         | 1,000        | 1,000        |
| Market Rate Unit       | 20         | 2,000        | 2,000        |
| <b>TOTAL</b>           | <b>30</b>  | <b>3,000</b> | <b>3,000</b> |

| UNIT TYPE              | UNIT COUNT | TOTAL SQ FT  | TOTAL SQ FT  |
|------------------------|------------|--------------|--------------|
| Below Market Rate Unit | 10         | 1,000        | 1,000        |
| Market Rate Unit       | 20         | 2,000        | 2,000        |
| <b>TOTAL</b>           | <b>30</b>  | <b>3,000</b> | <b>3,000</b> |



## **Parkline Project**

### **Summary of Requested Density Bonus Incentives and BMR Guideline Modifications**

The modified Parkline Project would provide 1,082 new homes, including 294 deed-restricted affordable homes: 244 low-income rental units and 50 moderate-income affordable ownership townhomes. To implement this housing program, the applicant is requesting two incentives/concessions under State Density Bonus Law and three modifications under the City's Below Market Rate Housing Program Guidelines. The requests do not reduce the number or affordability level of the Project's affordable units. They are intended to provide flexibility in the location, design, and timing of the Project's affordable ownership housing units.

#### **1. Density Bonus Incentive — Locate Affordable Ownership Units in the Attached Townhome Neighborhood**

**Request:** Allow all 50 moderate-income affordable ownership units to be located within the attached townhome component rather than requiring affordable units to be distributed between the attached townhomes and detached single-family homes.

**Purpose:** The attached townhomes are smaller and less costly to construct than the detached single-family homes. Locating the affordable ownership units within the townhome neighborhood reduces the cost of providing those units while maintaining the full 50-unit affordable ownership commitment.

#### **2. Density Bonus Incentive — Allow Independent Phasing of the Detached Single-Family Homes**

**Request:** Allow the detached single-family neighborhoods to proceed independently, without tying their building permits, construction, sales, or occupancy to the delivery schedule for the attached townhomes.

**Purpose:** The two housing products will have different builders, construction schedules, financing needs, and market absorption. Allowing the detached homes to proceed independently reduces financing, carrying, and sequencing costs and allows the Project to generate proceeds that can help fund shared infrastructure serving the entire Project.

#### **3. BMR Guideline Modification — Bedroom Count**

**Request:** Allow the affordable ownership units to be three-bedroom attached townhomes without requiring their bedroom mix to be proportionate to the larger, four-plus-bedroom detached single-family homes.

**Purpose:** This modification allows the affordable ownership units to remain within the attached townhome product contemplated by the first Density Bonus incentive.

#### **4. BMR Guideline Modification — Unit Size**

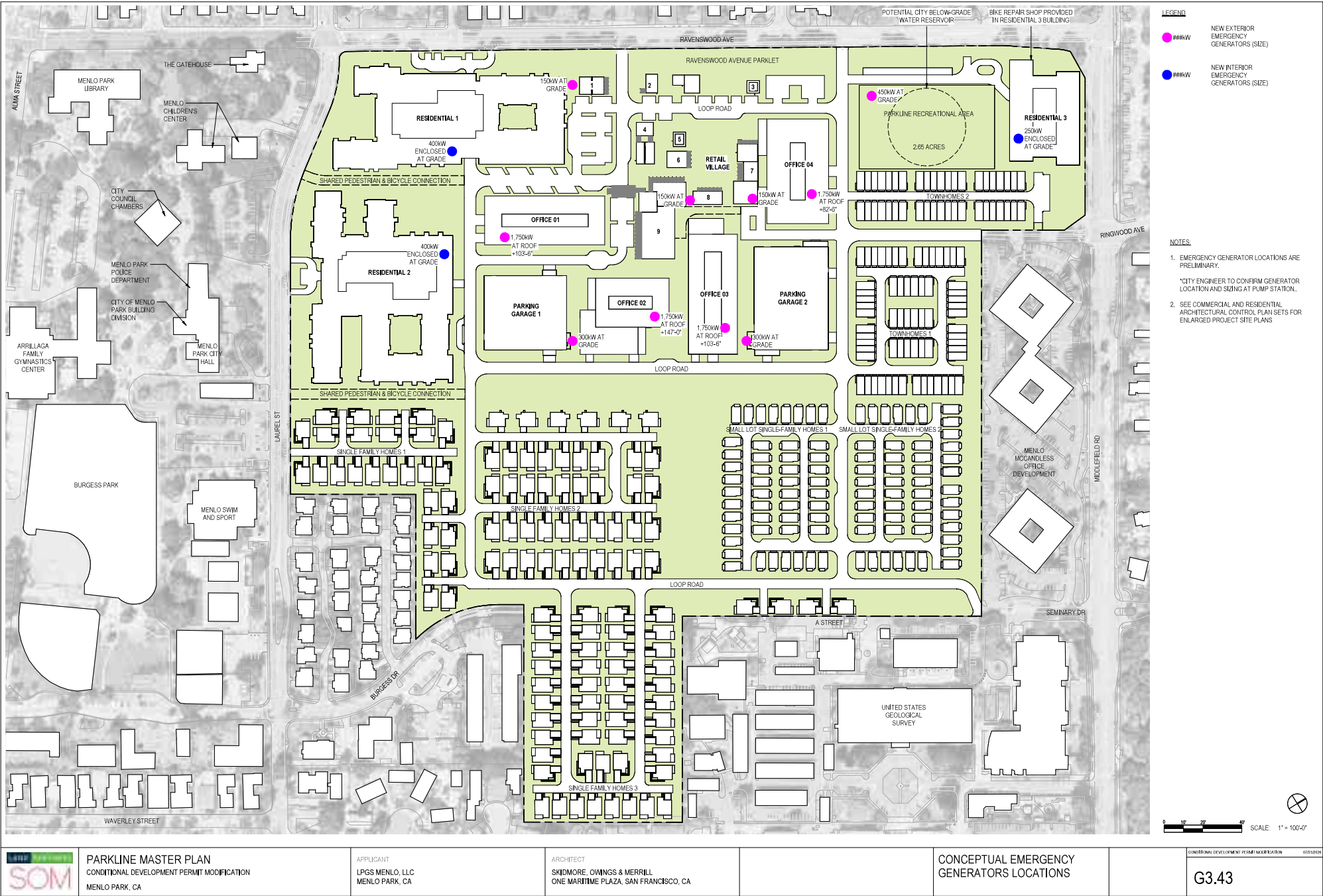
**Request:** Allow the affordable ownership townhomes to be smaller than the detached single-family homes without requiring their square footage to be proportionate to the average size of all market-rate ownership units.

**Purpose:** The attached townhomes and detached homes are fundamentally different housing products. This modification allows the affordable units to use the smaller attached-townhome form.

#### **5. BMR Guideline Modification — Plan 1 Townhome Model**

**Request:** Allow all 50 affordable ownership units to use the Plan 1 townhome model, including its tandem-garage configuration.

**Purpose:** The townhome neighborhood includes three different models. This modification allows the affordable ownership program to use the smaller Plan 1 model rather than requiring the affordable units to be distributed proportionately among the different townhome models.



**From:** [Bob Beckstrom](#)  
**To:** [Corinna D. Sandmeier](#)  
**Subject:** Question  
**Date:** Saturday, July 25, 2026 1:19:26 PM

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Corinna

I am a long time resident of Linfield Oaks and have a quick question regarding the housing plans designed for the SRI site. What is being done to improve the traffic flow on Laurel Street and Ravenswood Avenue?

I left my home on Sherwood Way the other day to go up town and I was the 11th car in line to get onto Ravenswood and after almost 10 minutes finally got onto Ravenswood and it took another almost 10 minutes to get across El Camino.

It was after 4:00 but Menlo-Atherton wasn't in session, no accidents, commuter train was part of the problem but too much traffic was the main reason. So when these 1,082 more housing units go in how do you plan on improving the traffic problem Menlo has?

Thank you for your time and consideration regarding this issue as we love our home and Menlo Park but this problem needs to be addressed soon .

Respectfully,

Bob Beckstrom  
421 Sherwood Way  
Menlo Park  
bobb1228@yahoo.com

**From:** [Pat Walker](#)  
**To:** [Corinna D. Sandmeier](#)  
**Subject:** Fwd: Proposed SRI Development - comment  
**Date:** Thursday, July 2, 2026 3:45:45 PM

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Dear Ms. Sandmeier,

I've been thinking about the proposed SRI development and have additional comments:

Why does the proposal include four office buildings? Menlo Park needs more housing. Does Menlo Park need more office buildings? Office buildings are also included in the Willow Road proposal and the USGS proposal. Perhaps the developers are more interested in office buildings than in residential housing?

I also wonder about the impact on schools if all three residential proposals are approved.

Thank you!

Pat Walker

----- Forwarded message -----

From: **Pat Walker** <[plwalker76@gmail.com](mailto:plwalker76@gmail.com)>  
Date: Tue, Jun 30, 2026 at 3:00 PM  
Subject: Proposed SRI Development - comment  
To: <[cgsandmeier@menlopark.gov](mailto:cdsandmeier@menlopark.gov)>

Proposed SRI development

I understand Menlo Park's need for additional housing and the opportunity that the SRI site will provide. What I don't understand is how the proposed development's impact on two already unmanageable intersections could be ameliorated.

Specifically, the intersection of Ringwood and Middlefield is backed up during rush hours and becomes gridlocked when Menlo Atherton High School lets out. Similarly the Ravenswood to Middlefield to Ringwood intersection also gets backed up when the high school lets out. (I don't know how much of that traffic is also due to Laurel School.)

Assuming the proposed four office buildings are approved, the commute traffic will certainly impact those intersections.

I will look forward to discussion of these intersections in the staff report.

Thank you.

Pat Walker  
300 Arlington Way  
Menlo Park, CA 94025